

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
April 7, 2014
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – March 17, 2014
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator’s Report
7. New Business
 - A. Receive Plan Commission recommendation and consider Ordinance #14-05 related to several amendments to the Village Comprehensive Plan as a result of the Village no longer being certified for the Farmland Preservation Program by the State of Wisconsin.
 - B. Receive Plan Commission recommendation and consider Ordinances #14-06 and #14-07 for several Zoning Text and Map Amendments as a result of the Village no longer being certified for the Farmland Preservation Program by the State of Wisconsin.
 - C. Receive Plan Commission recommendation and consider Ordinance #14-08 for several Zoning Text Amendments related to Commercial Communication Structures.
 - D. Consider Professional Services Agreement with Clark Dietz to perform field surveying and base mapping services for Heritage Valley Sewer.
 - E. Consider Professional Services Agreement with Clark Dietz to perform design and construction services for the Niagara Bottling, LLC.

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- F. Consider an amendment to the Professional Services Agreement with GAI, Inc. to perform surveying and design services for the PrairieWood Water Main Project.
 - G. Consider an award of contract for the Cooper Road Sewer Rehabilitation Project.
 - H. Consider the request for a new liquor license agent for the Chancery Pub and Restaurant located at 11900 108th Street.
 - I. Consider Operator License Applications on file.
- 8. Village Board Comments
 - 9. Adjournment.

The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 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
March 17, 2014
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, March 17, 2014. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Steve Kumorkiewicz and Mike Serpe. Clyde Allen was excused. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury; Fire & Rescue Chief; Rocco Vita, Village Assessor; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director; Dan Honore', IT Director; Sandro Perez, Inspection Superintendent and Jane M. Romanowski, Village Clerk. Four citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - MARCH 3, 2014**

Steve Kumorkiewicz:

Move to approve.

Michael Serpe:

Second.

John Steinbrink:

Motion by Steve, second by Mike. Any discussion on the minutes?

KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE MARCH 3, 2014 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY SERPE; MOTION CARRIED 3-0.

Michael Serpe:

Mr. Chairman, I would ask that Items A and B under New Business be moved up, and I would ask for your permission to have that happen please.

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John Steinbrink:

Do we have a second?

Steve Kumorkiewicz:

I second that, yeah.

John Steinbrink:

Motion by Mike, second by Steve that Items A and B under New Business be moved to the head of the calendar.

**SERPE MOVED TO CONSIDER NEW BUSINESS ITEMS A AND B AT THIS TIME;
SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.**

8. NEW BUSINESS

A. Consider appointment of Village Board Trustee #1 and administer Oath of Office.

Mike Pollocoff:

When we lost Monica, when she left the Board, we advertised a notice that we were seeking people who were interested in being on the Village Board and we had five good candidates that applied for the position. We had asked that the candidates give us a resume of their background of what they've done and we needed to get some information to make sure that none of them were felons or something that wouldn't be qualified for office, and they were all good. And then basically submit a letter about what their vision for the Village was - what they hoped to accomplish. And then John Steinbrink and I interviewed all of them. Again, they were all capable people.

As we ranked them out John and I both felt that Kristopher Keckler would be a really good addition to the Board. And he is a lifelong resident of Pleasant Prairie or close to Pleasant Prairie, and has a good understanding of where the Village is. He uses Village services. And he's employed by the Kenosha Unified School District as their IT Information and Accountability. So with that it's the recommendation that we're bringing to the Board to consider tonight.

Michael Serpe:

Mr. Chairman, I'd move approval of the appointment of Kris Keckler to the Board as Trustee #1.

Steve Kumorkiewicz:

I second.

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John Steinbrink:

Motion by Mike and second by Steve. Any discussion on the item? I just want to add that, as Mike said, we did have good candidates turn out. And it was a hard choice to pick between them. But Kris really stood out. And he's here tonight and his family is here, and I think we made a good choice. I guess the one thing we've got to do is keep that age level down on the Board, so Kris kind of helps with that a little bit. But, Kris, welcome aboard.

SERPE MOVED TO CONCUR WITH THE VILLAGE ADMINISTRATOR AND VILLAGE PRESIDENT'S RECOMMENDATION TO APPOINT KRISTOPHER KECKLER TO THE VILLAGE BOARD AS TRUSTEE #1 TO COMPLETE THE REMAINING TERM OF THE POSITION VACATED BY MONICA YUHAS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

JANE ROMANOWSKI, VILLAGE CLERK, ADMINISTERED THE OATH OF OFFICE TO KRISTOPHER KECKLER.

Mike Pollocoff:

Do you want to introduce your family?

Kristopher Keckler:

Yeah, thank you for this wonderful opportunity. I hope that the next 13 months are very beneficial for the Village. And I wanted to thank my family for attending. My twin brother Kip is here so there's no confusion in future votes. My wonderful and supportive wife, Tracy, who gave assurances that this would not be a problem. Multiple times I asked her, and she's going to continue to support me. And my wonderful children who participated and benefitted from the RecPlex and other Village entities for several years, Victoria and Owen. So I thank them for their support. And thank you for this opportunity.

John Steinbrink:

Welcome aboard.

Michael Serpe:

Again, welcome aboard Kris. And I had the opportunity and the pleasure to work with Kris's father for a few years in the safety building. And I could tell you that if he takes after his father in the least little bit he's going to be an asset to this Board and to the Village. So, again, welcome.

John Steinbrink:

And I told your children I went to school with their grandfather which you must be about 29 then.

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Kristopher Keckler:

Almost. I don't know if I could vote on the liquor license.

B. Consider Resolution #14-07 in appreciation and thanks to Monica Yuhas for her service as Village Board Trustee #1.

Steve Kumorkiewicz:

So moved.

Michael Serpe:

Second.

Mike Pollocoff:

If you don't want it read that's fine.

Steve Kumorkiewicz:

If you want to do it first, fine.

Mike Pollocoff:

Where as in April of 2007 Monica Yuhas was sworn in as Trustee #1 on the Village Board of Trustees for the Village of Pleasant Prairie; and whereas Monica Yuhas has served the people of Pleasant Prairie in this role for seven years; and whereas during her tenure as Trustee #1 Monica Yuhas personally learned and experienced the work of each Village department in order to effectively perform her duties as a Village Trustee; and whereas Monica Yuhas took her role as a Village Trustee most seriously and assisted many Village residents seeking her help and attention to matters of the community; and whereas Monica Yuhas served the people of Pleasant Prairie with diligence, honesty, directness and effectiveness during her seven years as Trustee #1; and whereas Monica Yuhas also provided outstanding service to government through her work with the Wisconsin League of Municipalities; whereas Monica Yuhas has an incredibly positive impact on the Village residents, staff, elected officials in our community as a whole; now therefore be it resolved that the Village of Pleasant Prairie does hereby extend our sincere appreciation and thanks to Monica Yuhas for seven years of diligent service to the people of Pleasant Prairie as Trustee #1. Considered this 17th day of March.

Steve Kumorkiewicz:

I make a motion to adopt the resolution.

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Michael Serpe:

Second.

John Steinbrink:

Any further discussion?

Michael Serpe:

We'll wait until after she gets the plaque.

KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #14-07 IN APPRECIATION AND THANKS TO MONICA YUHAS FOR HER SERVICE AS VILLAGE BOARD TRUSTEE #1; SECONDED BY SERPE; MOTION CARRIED 3-0.

John Steinbrink:

Congratulations, Monica.

Monica Yuhas:

Thank you very much for the resolution that was presented tonight. I have enjoyed the last seven years tremendously. This group is such a fantastic and dynamic group to work with. I was thinking back to all the projects that we've worked on the last seven years, and a couple come to mind like Carol Beach Unit 2. Going through contracts and different things and we did it. We did what was best for the community. And that's what each and every one of us did when we were elected. We took an oath to do what was in the best interest of the residents regardless of the stress from outside forces. Sometimes that came in. You all welcomed me. I learned a tremendous deal from each and every one of you.

To the staff and department heads you guys have been great. I came in not knowing anything and I'm leaving very informed. And my hard work paid off. I mean I made to the League as a Board of Directors and I'm very proud of that. And it was a hard decision to make, but I had to do what's best for me and my family, and at this time this is what's best. I understand that some people may not always understand the reasons behind things, but I know when I go home every night and I look at those three men in my house I know I made the right decision. So thank you all very much for your friendship and your camaraderie and your support the last seven years. It's been a fantastic run. And I look forward to participating behind the scenes more now. So it's an exciting time for me. I'm enjoying the new position. I'm learning a lot, and I'm going to still be around. So thank you again for everything that you've done for me the last seven years. I truly appreciate it.

John Steinbrink:

Once again I didn't get the memo about St. Patrick's Day and wearing green.

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Michael Serpe:

You know, John, seven years has gone by like about three months. And Monica was a -- I'll never forget the time -- of all the things that stand out while she was on the Board the one thing that stands out in my mind is every spring since I've been on the Board since 1989 we would have arguments and fights with the Carol Beach residents about flooding. It came by every year, every year, every year. And we always put it off because they didn't want to pay the money; they thought the Village should pay for it. Whatever reason we always put it off, put it off, put it off. And Monica came on the Board and she sat there very straightforward and says enough of the argument, arguing, let's get this project done once and for all. And since that happened I don't think we're getting anymore complaints on flooding in Carol Beach. So she took a 20 year argument and in two minutes time changed the course of the flooding in Carol Beach. So for that I will never forget, and I appreciate her taking that lead. And she's a strong willed person. She believes in what she does and she follows through on what she says. And I'm glad we didn't lose her completely. I'm glad she's still a part of the Village. You'll be missed, Monica. Thank you.

Steve Kumorkiewicz:

Not too much to say. Mike said it all. After fighting with Carol Beach for so many years you were the first one to say, okay, let's do it and we did it. And now I talk to many people at church, we go to the same church, and everybody is happy that we did it. So actually kudos go to you for that.

John Steinbrink:

Mike was right, seven years did go fast, way too fast. But we did a lot and you did a lot and you were a good part of all the decisions made here as all of us were. We always worked together. And thanks to the staff and everybody here it kind of made our decisions a little easier. But some of the decisions were hard, and you stood right up and made those decisions and we're proud of you for that. You always had a passion for government and serving people. And I hope that passion doesn't go away because there are a lot of opportunities out there. I know as an employee of the Village you no longer can be a Board member, but there's other parts of government hopefully maybe in the future you can serve in. I think we'll all benefit from that.

And I did you say you worked with all the departments and it was kind of nice. You worked with the fire department, you worked with public works, you worked with all the departments at the Village. The one I remember most you always saying was it was kind of nice being able to ride in the front seat of the squad car instead of the back. So, Monica, thank you for all of your service and for being a friend to all of us. So thank you and good luck.

5. PUBLIC HEARING

- A. Consider the request for a Reserve "Class B" Intoxicating Liquor License for Big Oaks Golf Course, 6117 123rd Place.**

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Jane Romanowski:

Mr. President and Board members, Jose Reyes is the agent for Timber Ridge Ventures, LLC who currently holds a Class B fermented malt beverage license for the golf course. And that license includes the entire course, the clubhouse and the course itself. What the corporation has submitted is a request to serve intoxicating liquor at the course for just the clubhouse, and it would be for the two contiguous patios as well.

The reserve classification, basically the difference between a reserve and a regular Class B, we have two different Class B intoxicating licenses, is the reserve license has an initial issuance fee of \$10,000. So a one-time fee paid. The legislature changed the fees back in 1997. We had a series of calculations we had to do. What they did is calculations to keep certain licenses, you lost certain licenses. It was based on population, you gain them by population, and it was kind of a complex type scenario that every municipality had to go through. A lot of people lost a lot of licenses. Fortunately the Village had enough licenses. And with the way the calculations worked out we had I believe originally 19 reserve licenses. So we've issued a few of the reserve licenses, Famous Dave's, Olive Garden, Cheddar's have reserve licenses. And that's because our regular licenses which are classified as regular since 1997 are used.

The license fee itself is \$500 whether it's a regular or reserve. It's just that one time initial issuance fee of \$10,000. And the regulations are mirrored. There is no difference other than that. Of course, we have to keep track of how many we've issued and how many we have. And, again, after this one I believe we have 19 reserve licenses. So we're in really good shape when it comes to intoxicating liquor licenses especially when we have Cheddar's and the Famous Dave's and the Olive Garden coming in. So we are in a very good position for that.

And I have talked to Pat Cook from the corporation many times on this. This has been in the works for almost a year I believe. And we've discussed the corporation applying for the license and where the premise of the license will be. And right before the meeting as we thought about this first we indicated that it was the clubhouse only. And then I thought they have these two patios that are contiguous and for people to either serve or consume it has to be a part of the premise. So the premise itself would just be for the clubhouse and then the two contiguous patios. And Pat is aware of these regulations.

So I would recommend approve of the reserve Class B intoxicating liquor license to Jose Reyes for the agent for Timber Ridge Ventures for a period of the date of issuance which is in the next probably couple days to June 30, 2014. So it's right around the corner. Actually I sent out the paperwork today for everybody to renew their license starting in July which will come to the Board in May. And Pat's aware of these time frames.

The \$10,000 is not prorated, but the \$500 license fee if approved would be prorated per day from the date of issuance to June 30th. And then they would have a publication fee, and I believe that was \$60 or \$65. And those fees would have to be paid obviously before the license, if granted, is issued to the Big Oaks Golf Course.

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John Steinbrink:

Okay, that being a public hearing we'll open it up.

Jane Romanowski:

No signups tonight. I've talked to Pat quite a bit about this and we have emailed. So they've had a Class B beer license out there for as long as I've been there, 20 some years, and we've had no problem.

John Steinbrink:

This being a public hearing we'll open it up for comment or question. Anybody wishing to speak? Anybody wishing to speak? Anybody wishing to speak? Hearing none I'll close the public hearing and open it up to Board comment or question.

Steve Kumorkiewicz:

We've had no problems all these years. I'll go along with this, no problem.

John Steinbrink:

Is that a motion?

Steve Kumorkiewicz:

I make a motion to accept the request.

Kristopher Keckler:

Second.

John Steinbrink:

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

KUMORKIEWICZ MOVED TO APPROVE THE REQUEST OF JOSE REYES, AGENT FOR TIMBER RIDGE VENTURES LLC, FOR A RESERVED "CLASS B" INTOXICATING LIQUOR LICENSE FOR THE CLUBHOUSE AND TWO CONTIGUOUS PATIOS LOCATED AT 6117 123RD PLACE, SUBJECT TO THE CONDITIONS SET FORTH BY STAFF; SECONDED BY KECKLER; MOTION CARRIED 4-0.

6. CITIZEN COMMENTS

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John Steinbrink:

Anybody wishing to speak under citizens' comments?

7. ADMINISTRATOR'S REPORT

Mike Pollocoff:

The only thing I have tonight - Over the internet there's been numerous reports of swim records that have been broken at the RecPlex this weekend. Swimmers from all over the country came to the Speedo meet, and one of the reasons they did is some people have known it to be a fast pool, and it's really generated that reputation. One of the swimmers broke their best time by 23 seconds. And apparently a teen from Colorado came out and did really well. So this weekend although the parking was really troublesome, there was a lot of people from outside the Pleasant Prairie-Kenosha area that came to this community for up to four days, some of them. You could see them all over the community with their swim bags and their tags and whatever. And it was a positive impact on the local economy to have that many people in the second week of March. We know what it's like during March around here, but to have that many people here and have all the hotel rooms for the entire area all booked up and people shopping and whatever. So it was a good weekend at the RecPlex. That's it, Mr. President.

John Steinbrink:

Thank you, Mike.

8. NEW BUSINESS

C. Consider 2014-2015 Liability and Property Insurance Proposals.

Kathy Goessl:

Mr. President and Village Board, it's the time of the year again where we're coming up on our insurance renewal of April 1st. We went out for bid last year, and we're in a three year bid cycle. So this is our second year of the three year bid cycle. And our current carrier is the League of Wisconsin Municipalities for our liability and Workman's Comp insurance, and the Local Government Property Insurance Fund for our property coverage.

For this year for the liability coverage there's a summary up on the screen of all the coverages, and then a more detailed summary in your packets or on your computers. The first coverage with the League is the liability insurance. And that went up a little over \$1,800 change from the year before, this whole area, our auto liability, our general liability, our law enforcement liability and our public official liability. So they had a slight increase across the board for all these lines of coverage.

And then the other coverage that they offer is Workman's Comp., and that's the one that increased the most of any of our coverages. And that is due -- it's a formula that is followed by all

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insurance companies that insure. And the reason ours went up is because our mod went up. Our mod is our experience mod. It went from .94 which is below the average across the state to above the average at 1.02. So that's the majority of the increase. We had a slight payroll increase, but other than that it's all due to the mod changing from .94 to 1.02.

And the other coverage next is property insurance. That's with the Local Government Property Insurance Fund. And they insure our buildings. Our agent for the League is R&R Insurance. And they looked at the coverage that the League for Local Government has offered us and looked at what's in the marketplace. And the league for Local Government property insurance is still the best coverage. But each year they're getting a little bit stricter, a little bit more conservative I guess in increasing their premiums and that kind of stuff. So each year we'll probably look out and see if they're still the best. But right now they're still the best in terms of coverage and price.

With the League we also have got auto physical damage which is a decrease, and I think we removed one vehicle and that's why the decrease is there. And then we have the miscellaneous coverages which is the boiler coverage and the crime coverage. The boiler coverage is with Liberty, and our crime coverage is with CNA. And they've just both bid up just a slight bit. Our agent from R&R also looked at those and said there's no comparables right now, and that's the best coverage we can get for the price for that one, too.

So overall our insurance renewal for April 1st is going up around \$30,000. We currently have the majority of that in our budget. We are budgeted \$514,987 in all of our budgets, our government budget and our enterprise budgets. With this proposal of \$507,265 we're looking at our overall general budget of a little over \$7,700 which is all due to the Workman's Comp. change in the mod. So we budgeted slightly too low for that. But based on our payrolls and how things turn out we probably should be okay once we get through the year, and that's not really a big amount in comparison to the total premiums of \$318,000 for that. So I'm looking for approval to renew with our current carriers for our insurance for the 4-1-2015 year.

Michael Serpe:

On the Workman's Comp. coverage did we have that many employees injured over the year before? Oh, okay.

Kathy Goessl:

It's a three year average, and our biggest year actually was three years ago. And then next year we should actually go down in our mod. That worst year is dropping off, and our current year was really good. So that should drop back down to where we were before.

Michael Serpe:

Mr. Chairman, I'd move to concur with the Finance Director's recommendation in the amount of \$507,265.

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Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for concurrence. Any further discussion?

Steve Kumorkiewicz:

One question, Liberty, that's Liberty Mutual?

Kathy Goessl:

Yes.

Steve Kumorkiewicz:

Did we used to have them and we had a problem with them?

Kathy Goessl:

Yes, we did not renew with them, but that was with our liability coverage, not with the boiler part of it.

Steve Kumorkiewicz:

So you don't expect any problem with this?

Kathy Goessl:

No. This is now the second year with them. I think this will be our second year with them. They actually wouldn't bid our product last renewal last year. So we only had two bids last year. We just had Community Insurance and the League bid for our insurance last year. And this Liberty actually wasn't brought forward by the Liberty agent. It was actually brought forward by our R&R insurance agent that actually runs and supports the League. Boiler, cross our fingers, we haven't had to file any claims under that policy.

John Steinbrink:

Any further comment or question?

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SERPE MOVED TO CONCUR WITH THE FINANCE DIRECTOR'S RECOMMENDATION TO RENEW THE INSURANCE POLICIES FOR THE VILLAGE WITH THE LEAGUE OF WISCONSIN MUNICIPALITIES OVERSEEING THE LIABILITY WORKER'S COMPENSATION AND AUTOMOBILE PHYSICAL DAMAGE COVERAGE; LOCAL GOVERNMENT PROPERTY INSURANCE FUND FOR PROPERTY CLAIMS AND CAN FOR COMMERCIAL CRIME; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

D. Consider Ordinance #14-01 amending Chapter 297 of the Municipal Code relating to storm sewers.

Mike Spence:

Mr. President and members of the Board, during our efforts to address the illicit discharge at the BP gas station we noted that there were a number of provisions in the existing ordinance that would be good if they were refined. So this ordinance tonight addresses some of the refinements that we're recommending.

The changes in the ordinance include a new definition for illicit discharge. That particular definition basically says that any discharge to a municipal separate storm sewer system that is not composed entirely of stormwater except discharges authorized by a WPDES permit or other discharge not requiring a WPDES permit such as landscape irrigation, individual residential car washing, fire fighting, diverted stream flows, uncontaminated groundwater infiltration, uncontaminated pump groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, lawn watering, flows from riparian habitats and wetlands and similar discharges. This just makes it clear that what an illicit discharge is and what it isn't.

It also included other definitions including what a stormwater pollution prevention plan is, and this is required by the DNR. Also the changes include prohibition. It's a more refined definition of what prohibition of illicit discharges is. And, again because there were times during BP where there was a little bit of a gray area. So these changes will address that.

The ordinance also defines an inspection authority for the Village. And, again, it just reiterates that we have the ability if we suspect that there's been an illicit discharge we have the right to enter and inspect the facilities that are in question. And it also says that the operators of the facility must allow us complete access to all the areas. And then it also clarifies that we have the right to go in there and conduct monitoring and sampling, again, so that there's no questions. The other thing that it requires is, again, that if there is a spill or an illicit discharge the facility needs to notify the Village immediately as well as the DNR in accordance with State statutes. And they are also required to take all steps necessary to contain and clean up the release. And those are really the main elements that I'm recommending for change. I think it just clarifies the ordinance, and I recommend that the Board approve it. I'd be glad to answer any questions.

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Michael Serpe:

Mike, is there somewhere in the ordinance that covers service centers, garages that change antifreeze, oil, brake fluid.

Mike Spence:

It doesn't specifically mention those, but if they were to discharge anything from their operations that would be considered -- it would be non stormwater and that would be considered an illicit discharge. It doesn't specifically mention. We didn't mention various entities.

Mike Pollocoff:

[Inaudible]

John Steinbrink:

The DNR actually covers that in theirs don't they?

Mike Spence:

Yeah, the DNR has the -- the WPDES is what I mentioned is the Wisconsin Pollution Discharge Elimination System. And, for example, BP after this all started then they did apply and got a permit to discharge treated groundwater to the ditch.

Steve Kumorkiewicz:

Mike, do we need to have permission to do inspection onsite any time?

Mike Spence:

Do we need permission? No, what this --

Steve Kumorkiewicz:

For them we can just drop in and do it?

Mike Spence:

Yes, depending on the situation and the severity. Basically, though, we have the ability to inspect through the ordinance.

Steve Kumorkiewicz:

Because I don't want to go back to the old situation again because it slipped through our fingers, that's why. I want to make sure that we're going to be inspecting and checking.

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Mike Spence:

And, again, that's what we clarified in the ordinance that we have the right to do that, and they have to accommodate us.

Steve Kumorkiewicz:

Okay, thank you.

John Steinbrink:

We have a right to inspect that portion of the premise where the facility is located, correct?

Mike Spence:

Correct, correct.

John Steinbrink:

But not the entire facility.

Mike Spence:

No, it deals with whatever we suspect the illicit discharge to be so we have a right to go in there and check the facility.

John Steinbrink:

Any further comment or question? Did we have a motion yet?

Michael Serpe:

Move approval of 14-01.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

SERPE MOVED TO ADOPT ORDINANCE #14-01 AMENDING CHAPTER 297 OF THE MUNICIPAL CODE RELATING TO STORM SEWERS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

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E. Receive Plan Commission recommendation and consider Ordinance #14-02 to amend Section 420-81 A of the Village Zoning Ordinance related to residential fence requirements.

Tom Shircel:

Thank you, Mr. President, and Board members. Back on January 13th of this year the Plan Commission adopted Resolution 14-01 to initiate an amendment to the Village Zoning Ordinance to re-evaluate the Village's fencing requirements related to the good side of the fence facing adjacent properties. The Village staff did have an opportunity to review that ordinance and is recommending the following changes. Again, to Section 420-81 A, Section 14 would read all structure and support components of a fence shall face away from adjacent properties. Fence sections being replaced due to damage or maintenance may be replaced in a similar fashion to the original installation with the approval of the Zoning Administrator.

And then Section 420-81 B 15 would read fences shall be installed with the finished side facing the adjacent property or public right of way. Fence sections being replaced due to damage or maintenance may be replaced in a similar fashion to the original installation with approval of the Zoning Administrator. And, again, the Plan Commission last Monday, March 10th did have a public hearing, and the Plan Commission recommends approval of the text amendment as presented.

Steve Kumorkiewicz:

The question I've got - assume that there are three residents that decide to put up a fence, which way does it go?

Tom Shircel:

Three residents have decided to put up a fence?

Steve Kumorkiewicz:

Three residents. Because in my case, okay, I've got my fence facing my side all around my house. And my neighbors [inaudible] all around. So we are right or wrong or what?

Tom Shircel:

So your fence in your example you have the support structures facing your neighbor?

Steve Kumorkiewicz:

I've got the good side on my side.

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Tom Shircel:

You have the good side on your side. Well, if you were to build a new fence today you would have to turn that around. The good side of the fence would be facing outwards towards your neighbors.

Steve Kumorkiewicz:

So what is my neighbor going to do? He's going to have the bad side on one side and the good side on one side, and he's going to have the back of the fence on the other side.

Tom Shircel:

So you have a neighbor with an abutting fence right up to your fence?

Steve Kumorkiewicz:

We built it together between the three neighbors. So I'm in the center, okay?

Tom Shircel:

Right.

Steve Kumorkiewicz:

So actually the good side of the fence is in my property, but for the rest of them all around the good side is facing out.

Tom Shircel:

And that fence is right on the property line?

Steve Kumorkiewicz:

Yes. I think in that case the Zoning Administrator would have to make a decision. I mean that makes sense of what you're doing rather than to have two fences backing up to each other. It's not really needed. But I think the Administrator would make a decision in that case. It's a unique case obviously.

Mike Pollocoff:

Any existing fence is going to be the way it is. But I think what this ordinance would attempt if you were going to put up fences on three sides, the ordinance says you need to put the good side to your neighbors, and then the structural side towards yourself. And if you want a good fence you put boards over the structural side so everybody's got a good fence. But for anything that exists currently it is what it is. But it ends up being a point of contention between neighbors.

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What starts the neighborhood side is you gave me the ugly side of the fence or you need to maintain it and you've got to come over on my property. And it's just one thing after another. So if people are putting fences up together and they both want the nice side then they need to put up boards on both sides so it's nice.

Steve Kumorkiewicz:

We are three property owners so now what?

Mike Pollocoff:

That's not uncommon in areas where there's a lot of fences. There's a fence on every side of the back yard.

Steve Kumorkiewicz:

Make a motion to approve the amendment.

Kristopher Keckler:

Second.

John Steinbrink:

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

KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #14-02 TO AMEND SECTION 420-81 A OF THE VILLAGE ZONING ORDINANCE RELATED TO RESIDENTIAL FENCE REQUIREMENTS; SECONDED BY KECKLER; MOTION CARRIED 4-0.

F. Receive Plan Commission recommendation and consider Ordinance #14-03 to amend Section 420-48 J of the Village Zoning Ordinance related to traffic, parking and access provisions for building setbacks to fire lanes.

Tom Shircel:

Thank you, Mr. President and Board members. On February 10, 2014 the Village Plan Commission adopted Resolution 14-06 to initiate an amendment to the Village Zoning Ordinance to re-evaluate parking, traffic and access zoning provisions as it relates to fire lane setback provisions. The Village staff is recommending the following amendment to Section 420-48J and I'll read that. Fire lanes, all required fire lanes shall be all weather paved surface roadways with a minimum width of 30 feet and setback at least the maximum height of the building adjacent to the fire lane but not to exceed 50 feet from the building unless otherwise approved by the Fire and Rescue Chief. And, again, last Monday on March 10th the Plan Commission held a public

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hearing, and they recommended approval of this text amendment as presented. With that I'll turn it back to you, Mr. President.

Michael Serpe:

Move approval of Ordinance 14-03.

Kristopher Keckler:

Second.

John Steinbrink:

Motion by Mike, second by Kris for adoption of Ordinance 14-03. Any further discussion? Those in favor?

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #14-03 TO AMEND SECTION 420-48 J OF THE VILLAGE ZONING ORDINANCE RELATED TO TRAFFIC, PARKING AND ACCESS PROVISIONS FOR BUILDING SETBACKS TO FIRE LANES; SECONDED BY KECKLER; MOTION CARRIED 4-0.

G. Receive Plan Commission recommendation and consider Ordinance #14-04 to amend Section 420-131 T (2) (e) of the Village Zoning Ordinance to clarify regulations related to 100-year floodplain boundary adjustments.

Tom Shircel:

Thank you, Mr. President and Board members. On February 10, 2014 the Plan Commission adopted Resolution 14-07 to initiate an amendment to the Village Zoning Ordinance specifically to amend the Village floodplain regulations to clarify that the flood stage storage capacity may be compensated within an existing or newly created floodplain as a part of the floodplain boundary adjustment. Section 420-131T(2)(e) is proposed to be amended as follows: When any volume of flood storage capacity is removed from the floodplain as defined by the ground surface and the regional flood elevation an equal volume of flood storage capacity shall be created within the existing or newly created floodplain boundary, that's the new language there, in the vicinity of the removal to compensate for the lost flood storage capacity. Excavation below the ordinary high water mark shall not be considered as providing an equal volume of storage capacity for compensation purposes. Any such area of compensating flood storage capacity shall drain freely to the receiving stream.

And the Village has received an email from the Wisconsin Department of Natural Resources who do not have any conflicts with this proposed ordinance amendment. So back, again, last Monday on March 10th the Plan Commission did hold a public hearing on this item. And before you tonight is, again, Ordinance 14-04 to amend Section 240-131 T(2)(e) of the Village related to

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floodplain boundary. And the Plan Commission did recommend approval. And with that I'll turn it back to the Board.

Steve Kumorkiewicz:

Move to approve Ordinance 14-04.

Michael Serpe:

I'll second it with a question. Floodplain boundaries don't the constantly change over time as floodplain extends?

Mike Pollocoff:

The floodplain is what it is. What people have kind of struggled with over time is that long ago the floodplains weren't well delineated. And as time went on and you identify a point geographically where the floodplain is. The only way you really know where it is on your property is you have to have a surveyor go out and locate those elevations on your property. So if you look at some areas, and the biggest is the Des Plaines River Watershed, that was an example of a floodplain which was just terribly defined back in the '40s. And all of a sudden you have LakeView Corporate Park, a lot of development took place, and everybody was relying on the Army Corps of Engineers' maps. And it was obvious that we were having flooding in places that didn't really match up with the maps.

So Kenosha County and SEWRPC took a study, I want to say it was a six year study, for that whole basin is hundreds of square miles to redelineate what the floodplain is. We could tell somebody what the floodplain is with some certainty as to where their property is if the benchmark has been established. But if people want to know where it is they have to locate it on their property. So will that change? Hopefully it doesn't change. If the Village manages the floodplain correctly and we don't allow people to fill or modify without a permit we can be reasonably certain that that floodplain is going to stay constant.

What this does is that we do allow people as they develop and build with engineering redefine not the floodway but the floodplain. The floodway really is where that flooding occurs. They can modify those storage areas so that they can create new capacity or sometimes even expand the capacity and fill some other areas and this language clarifies that. So we hope it doesn't change. I mean if it does then we're explaining to a lot of people all the drills we put them through over the last few years that we're going to try again. We don't want to do that.

Steve Kumorkiewicz:

Question for Mike. What about Tobin Creek? Tobin Creek used to have problems with the floodplain.

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Mike Pollocoff:

Tobin creek, again, is another area that we relied on the Army Corps maps from a long time ago. After that first phase of Tobin Creek was we had some problems so we went back. And in this case the Village did its own study and we took a look at the flooding in that area, and we re-established the floodplain. A lot of that floodplain was a lot larger than anybody thought or it was a lot larger than what the Corps depicted. So we took that floodplain elevation, matched it up with the master land use plan as to how much development could be there so that we could zone that area so it couldn't develop prematurely without modifications or improvements to the floodplain. So I think we're in a position now with the Village's master stormwater plan where we have a good idea in the entire Village to about where the current floodplains are. And that's done with relatively recent engineering.

Steve Kumorkiewicz:

Thank you, Mike.

John Steinbrink:

We have a motion and a second. Any further discussion?

KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #14-04 TO AMEND SECTION 420-131 T (2) (E) OF THE VILLAGE ZONING ORDINANCE TO CLARIFY REGULATIONS RELATED TO 100-YEAR FLOODPLAIN BOUNDARY ADJUSTMENTS; SECONDED BY SERPE; MOTION CARRIED 4-0.

H. Consent Agenda

- 1) Approve Operator License Applications on file.**
- 2) Approve disallowance of a claim for excessive assessment filed by Target Corporation.**
- 3) Approve a lot line adjustment between the properties located at 2028 and 2020 89th Place and the property to the north located at 8911 22nd Avenue.**

Michael Serpe:

Move approval of Items 1, 2, 3.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any discussion on any of the items on the consent agenda?

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SERPE MOVED TO APPROVE CONSENT AGENDA ITEMS 1-3; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

9. VILLAGE BOARD COMMENTS

Steve Kumorkiewicz:

I'm glad that winter is over and that the snow is melting. That's all I can say.

John Steinbrink:

Okay, other Board comments? Just want to welcome Kris aboard. Probably a lot of this might seem Greek at times but it really is simpler than it sounds sometimes. The staff does a great job of explaining things to us and making sure we understand what's being put before us. It was good to meet your family, you have a great family. And I guess we've got to decide who is better looking between you and your brother now. But welcome aboard.

10. ENTER INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(G) WIS. STATS. TO CONFER WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED.

Michael Serpe:

So moved with roll call.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Roll call vote required.

SERPE MOVED TO ENTER INTO EXECUTIVE SESSION; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – STEINBRINK – AYE; KECKLER – AYE; KUMORKIEWICZ – AYE; SERPE – AYE; MOTION CARRIED 4-0.

John Steinbrink:

The Board will return to open session for the purpose of adjournment only. No other business will be conducted.

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11. RETURN TO OPEN SESSION AND ADJOURNMENT.

After discussion, **SERPE MOVED TO RETURN TO OPEN SESSION; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 7:50 P.M.**

Consider approval of **Ord. #14-05** related to the following **amendments to the Village Comprehensive Plan** as a result of the Village no longer being certified for the Farmland Preservation Program by the State of Wisconsin.

Recommendation: On March 24, 2014 the Village Plan Commission held a public hearing, adopted Plan Commission Resolution #14-08 and recommended that the Village Board approve Ord. #14-05 as presented.

Consider approval of **Ord. #14-06 and Ord. #14-07** for several **Zoning Text and Map Amendments** as a result of the Village no longer being certified for the Farmland Preservation Program by the State of Wisconsin: **1)** to repeal Section 420-101 entitled, "A-1 Agricultural Preservation District"; **2)** to repeal Section 420-14 entitled, "Amendments to Agricultural Preservation Districts"; **3)** to amend the following Sections to remove references to the A-1 District and the recently repealed A-4 District and ALHO Districts: Section 420-38 D (6) related to Performance Standards; Section 420-39 C related to pet and animal regulations; Sections 420-49 A and B related to other parking requirements; Sections of 420-86 B related to detached accessory building standards; Section 420-145 H related to notices of conditional uses granted; Section 420-148 B (2) related to conditional use standards for airstrips, landing fields and hangars for personal or agricultural-related uses; Section 420-148 B (20) related to conditional use standards for community living arrangements; and Section 420-148 B (123) related to conditional use standards for wind energy conversion systems; **4)** to amend section 420-87 B related to decks to clarify that these regulations refer to properties zoned in the Agricultural or Residential Districts and to clarify street setbacks required; **5)** to delete the basic zoning district "A-1 Agricultural Preservation District" from Section 420-100 A (1); **6)** to amend Section 420-139 B (8) related to the average street setback and to remove the reference to the A-1 District and add a reference to the AGO District; and **7)** to rezone portions of the property located at 6109 85th Street from A-1, Agricultural Preservation District to A-2, General Agricultural District.

Recommendation: On March 24, 2014 the Village Plan Commission held a public hearing and recommended that the Village Board approve Ord. #14-06 and #14-07 as presented.

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

VILLAGE STAFF REPORT OF APRIL 7, 2014

Consider approval of **Ord. #14-05** related to the following **amendments to the Village Comprehensive Plan** as a result of the Village no longer being certified for the Farmland Preservation Program by the State of Wisconsin.

Consider approval of **Ord. #14-06 and Ord. #14-07** for several **Zoning Text and Map Amendments** as a result of the Village no longer being certified for the Farmland Preservation Program by the State of Wisconsin: **1)** to repeal Section 420-101 entitled, "A-1 Agricultural Preservation District"; **2)** to repeal Section 420-14 entitled, "Amendments to Agricultural Preservation Districts"; **3)** to amend the following Sections to remove references to the A-1 District and the recently repealed A-4 District and ALHO Districts: Section 420-38 D (6) related to Performance Standards; Section 420-39 C related to pet and animal regulations; Sections 420-49 A and B related to other parking requirements; Sections of 420-86 B related to detached accessory building standards; Section 420-145 H related to notices of conditional uses granted; Section 420-148 B (2) related to conditional use standards for airstrips, landing fields and hangars for personal or agricultural-related uses; Section 420-148 B (20) related to conditional use standards for community living arrangements; and Section 420-148 B (123) related to conditional use standards for wind energy conversion systems; **4)** to amend section 420-87 B related to decks to clarify that these regulations refer to properties zoned in the Agricultural or Residential Districts and to clarify street setbacks required; **5)** to delete the basic zoning district "A-1 Agricultural Preservation District" from Section 420-100 A (1); **6)** to amend Section 420-139 B (8) related to the average street setback and to remove the reference to the A-1 District and add a reference to the AGO District; and **7)** to rezone portions of the property located at 6109 85th Street from A-1, Agricultural Preservation District to A-2, General Agricultural District.

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

On February 10, 2014 the Village Plan Commission adopted Plan Commission Resolution #14-05 to initiate amendments to the Village 2035 Comprehensive Plan, the Village Zoning Ordinance (text and map) as a result of the Village no longer being certified for the Farmland Preservation Program by the State of Wisconsin.

The Wisconsin's Farmland Preservation Program under Chapter 91 of the Wisconsin Statutes was signed into law as 2009 Wisconsin Act 28. The Act has three main components. First, it updates the State's current Farmland Preservation Program; second, it gives the ability for farmers and local units of government to establish voluntary Agricultural Enterprise Areas; and finally it provides a State program to help with the purchase of agricultural conservation easements.

Pursuant to Section 91.10 of the Wisconsin Statutes, Kenosha County, is authorized to prepare and adopt a Farmland Preservation Plan as defined in Section 91.10(1) of the Wisconsin State Statutes. An agreement exists between Kenosha County and the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) for the County to submit a Farmland Preservation Plan to DATCP for certification under section 91.16 of the Wisconsin State Statutes, by December 31, 2011. Adoption of a certified Farmland Preservation Plan makes farmers and landowners eligible to participate in the State tax credit program, agricultural enterprise areas and the purchase of agricultural conservation easement program.

The Kenosha County Farmland Preservation Plan was prepared by the Kenosha County Department of Planning & Development with input from, and with the oversight of, the Farmland Preservation Advisory Committee, which included representation from the Village of Pleasant Prairie, and through public open houses and meetings. The Kenosha County Farmland

Preservation Plan contains data, maps, goals, objectives and policies required by, and in accordance with section 91.10(1) of the Wisconsin State Statutes.

On September 19, 2011 the Village Board adopted Ordinance #11-25 to update the 1981 Kenosha County Farmland Preservation Plan as a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan pursuant to Chapter 390 of the Village Code of Ordinances.

Kenosha County submitted the Kenosha County Farmland Preservation Plan to the State of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) for final review and certification that indicated one (1) property within the Village that the Village believed participated in the Farmland Preservation Program. However, the Kenosha County Farmland Preservation Plan was approved by DATCP without any agricultural preservation lands within the Village of Pleasant Prairie, because there were no farmers actively participating in the program. Furthermore, on January 10, 2014, the Village received the **attached** letter indicting that the Village is no longer certified for Farmland Preservation Program for the tax year 2013 because there were not participants.

As a result the Village is proposing to amend the Comprehensive Plan to note that as of December 31, 2012, the Village is no longer certified for Farmland Preservation Program by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection and to repeal the adoption of the Kenosha County Farmland Preservation Plan (2011 update) as a component of the Village's Comprehensive Plan. Specifically, the **Comprehensive Plan amendments (Ord. #14-05)** include:

1. **In Chapter 6 (page 206) of said Plan the 1st paragraph under the heading Soil Suitability for Agricultural Production is being amended to read (last sentence was added):**

Soil Suitability for Agricultural Production

The NRCS has classified the agricultural capability of soils based on their general suitability for most kinds of farming. These groupings are based on the limitations of the soils, the risk of damage when used, and the way in which the soils respond to treatment. The location and amount of Class I, II, and III soils, as set forth in Map 6.4 and were an important consideration when farmland preservation areas were identified in the existing County farmland preservation plan (adopted in 1981). [As of December 31, 2012, the Village is no longer certified for the Farmland Preservation Program by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection.]

2. **In Chapter 6 (page 277) of the Plan, the following recommendation related to Agricultural Resources is being deleted:**

- Continue to participate in and support the Wisconsin Farmland Preservation Program which provides income tax credits to eligible farmland owners in the Village.

3. **In Chapter 9 (page 383) of the Plan, the last sentence is being added to the 2nd to the last paragraph on the page related to the 2035 Land Use Plan, Background data and maps:**

Since the majority of the Village is located within sewer and water urban service areas, Agricultural lands within the Village are only intended to remain in agricultural uses until the property owner wishes to development their land for urban purposes. It is anticipated that these uses will be converted to urban uses by 2035. In 2009, the Village is aware of one (1) property owner that is involved in the Farmland Preservation Program and it is intended that this property will remain in agricultural uses for the next 20 years; however, if the property owner decides to

develop this land for urban purposes the Village shall promptly evaluate the land use plan and designate the appropriate land use designation on the property. [As of December 31, 2012, the Village is no longer certified for the Farmland Preservation Program by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection.]

4. To delete Section 390-6 E of the Village Comprehensive Plan Ordinance related to adopted detailed components of the Comprehensive Plan:

E. Kenosha County Farmland Preservation Plan (2011 update).

Since the Village is no longer certified for the Farmland Preservation Program, the Zoning Ordinance as **attached** (text and map) are proposed to be amended (**Ord. #14-06 and #14-07**). Generally the following amendments are proposed:

1. To repeal Section 420-101 entitled, "A-1 Agricultural Preservation District".
2. To repeal Section 420-14 entitled, "Amendments to Agricultural Preservation Districts".
3. To amend the following Sections to remove references to the A-1 District and the recently repealed A-4 District and ALHO Districts: Section 420-38 D (6) related to Performance Standards; Section 420-39 C related to pet and animal regulations; Sections 420-49 A and B related to other parking requirements; Sections of 420-86 B related to detached accessory building standards; Section 420-145 H related to notices of conditional uses granted; Section 420-148 B (2) related to conditional use standards for airstrips, landing fields and hangars for personal or agricultural-related uses; Section 420-148 B (20) related to conditional use standards for community living arrangements; and Section 420-148 B (123) related to conditional use standards for wind energy conversion systems.
4. To amend section 420-87 B related to decks to clarify that these regulations refer to properties zoned in the Agricultural or Residential Districts and to clarify street setback.
5. To delete the basic zoning district "A-1 Agricultural Preservation District" from Section 420-100 A (1).
6. To amend Section 420-139 B (8) related to the average street setback to remove the reference to the A-1 District and add a reference to the AGO District.
7. To rezone portions of the property located at 6109 85th Street from A-1, Agricultural Preservation District to A-2, General Agricultural District. Portions of the property that are zoned C-1, Lowland Resource Conservancy District; FPO, Floodplain Overlay District or are located within the shoreland jurisdictional area will remain unchanged.

Recommendations:

Recommendation: On March 24, 2014 the Village Plan Commission held a public hearing, adopted Plan Commission Resolution #14-08 and recommended that the Village Board approve **Ord. #14-05** as presented.

Recommendation: On March 24, 2014 the Village Plan Commission held a public hearing and recommended that the Village Board approve **Ord. #14-06 and #14-07** as presented.



State of Wisconsin
Governor Scott Walker

Department of Agriculture, Trade and Consumer Protection

Ben Brancel, Secretary

January 9, 2013

Village recieved letter on January 10, 2014

Diane Hardt, Administrator
Division of Income, Sales, and Excise Tax
Wisconsin Department of Revenue
2135 Rim Rock Road, 6-40
Madison, Wisconsin 53713-8903

Dear Ms. Hardt:

I am writing to inform you that the **Farmland Preservation Program zoning ordinance for the Village of Pleasant Prairie in Kenosha County** is no longer certified for Farmland Preservation Program for tax year 2013. The certification of the Village of Pleasant Prairie's FPP zoning ordinance expired at the end of 2012.

Farmers that own land in the Village of Pleasant Prairie are not eligible to claim tax credits through the Farmland Preservation Program under farmland preservation zoning in tax year 2013.

Please update your records to show that farmers with land in the Village of Pleasant Prairie are not eligible for Farmland Preservation program tax credits.

Sincerely,

Keith Foye, Director
Bureau of Land and Water Resources

cc: Michael Pollocoff, Administrator, Village of Pleasant Prairie, 9915 39th Avenue, Pleasant Prairie WI 53158
Dan Treloar, Land and Water Conservationist, Kenosha County Office of Planning and Development
Kevin Brandt, Supervisor, DOR Central Audit Unit
Keith Foye, DATCP

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ORD. # 14-05

**ORDINANCE TO AMEND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN
PURSUANT TO CHAPTER 390 OF THE
VILLAGE MUNICIPAL CODE**

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

- 1. In Chapter 6 (page 206) of said Plan the 1st paragraph under the heading Soil Suitability for Agricultural Production is being amended to read (last sentence was added):**

Soil Suitability for Agricultural Production

The NRCS has classified the agricultural capability of soils based on their general suitability for most kinds of farming. These groupings are based on the limitations of the soils, the risk of damage when used, and the way in which the soils respond to treatment. The location and amount of Class I, II, and III soils, as set forth in Map 6.4 and were an important consideration when farmland preservation areas were identified in the existing County farmland preservation plan (adopted in 1981). [As of December 31, 2012, the Village is no longer certified for the Farmland Preservation Program by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection.]

- 2. In Chapter 6 (page 277) of the Plan, the following recommendation related to Agricultural Resources is being deleted:**

- Continue to participate in and support the Wisconsin Farmland Preservation Program which provides income tax credits to eligible farmland owners in the Village.

- 3. In Chapter 9 (page 383) of the Plan, the 2nd to the last paragraph on the page related to the 2035 Land Use Plan, Background data and maps is being amended to read (last sentence was added):**

Since the majority of the Village is located within sewer and water urban service areas, Agricultural lands within the Village are only intended to remain in agricultural uses until the property owner wishes to development their land for urban purposes. It is anticipated that these uses will be converted to urban uses by 2035. In 2009, the Village is aware of one (1) property owner that is involved in the Farmland Preservation Program and it is intended that this property will remain in agricultural uses for the next 20 years; however, if the property owner decides to develop this land for urban purposes the Village shall promptly evaluate the land use plan and designate the appropriate land use designation on the property. [As of December 31, 2012, the Village is no longer certified for the Farmland Preservation Program by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection.]

- 4. To delete Section 390-6 E of the Village Comprehensive Plan Ordinance related to adopted detailed components of the Comprehensive Plan:**

- E. Kenosha County Farmland Preservation Plan (2011 update).

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

Adopted this 7th day of April, 2014.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink,
Village President

Jane M. Romanowski
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

Posted: _____

05-Ag Preservation-Amend

ORD. NO. 14-06

**ORDINANCE TO AMEND
THE VILLAGE ZONING ORDINANCE (CHAPTER 420)
RELATED TO THE AGRICULTURAL PRESERVATION DISTRICT
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DO HEREBY ORDAIN THAT THE FOLLOWING SECTIONS OF THE VILLAGE ZONING ORDINANCE RELATED TO AGRICULTURAL PRESERVATION DISTRICTS BE AMENDED AS FOLLOWS:

1. **Section 420-101 entitled "A-1 Agricultural Preservation District" is hereby repealed.**
2. **Section 420-14 entitled "Amendments to Agricultural Preservation Districts" is hereby repealed.**
3. **Section 420-38 D (6) related to Performance Standards to be enforced is hereby amended to read as follows:**
 - (6) Odors. Except in ~~the A-1, A-2 and A-4 District~~ **any Agricultural District**, no activity shall emit any odorous matter of such nature or quantity as to be offensive, obnoxious or unhealthy outside its premises. The guide for determining odor measurement and control shall be Ch. NR 154, Wis. Adm. Code, and amendments thereto.
4. **Section 420-39 C related to Pet and Animal Regulations is hereby amended to read as follows:**
 - C. In any ~~A-1~~, A-2 or-AGO District, no more than five beehives shall be kept for each acre, provided that the lot is a minimum of 10 acres.
5. **Sections 420-49 A and B related to Other Parking Requirements are hereby amended to read as follows:**
 - A. In the ~~A-1~~, A-2, A-3, ~~A-4~~, AGO, C-2, R-1, R-2, R-3, R-4, R-4.5, R-5, R-6, R-7, R-8, R-9, R-10, R-11 and R-12 Districts parking of cars, passenger vehicles or motorcycles accessory to a residential use is permitted only on a hard-surfaced driveway or well-drained gravel driveway, not on the grassy or lawn portions of the lot.
 - B. In the ~~A-1~~, A-2, A-3, ~~A-4~~, AGO, C-2, R-1, R-2, R-3, R-4, R-4.5, R-5, R-6, R-7, R-8, R-9, R-10, R-11 and R-12 Districts, parking of cars, passenger vehicles or motorcycles shall be limited to those actually used by the residents or for temporary parking of guests.
6. **Sections of 420-86 B related to standards for detached accessory buildings are hereby amended to read as follows:**

420-86 B Standards for detached garages; gardening, tool or storage sheds; and gazebos within the residential districts listed below, and other farm-related accessory structures, excluding silos and storage bins, which are only allowed within the ~~A-1~~, A-2, A-3 and AGO Districts.

420-86 B (1) In the C-2, ~~A-1~~, A-2, A-3, AGO, R-1, R-2, R-3, R-4, R-4.5, R-5, R-6, R-7, R-8 and R-12 Zoning Districts, the following is required:

- 420-86 B (1) (a) [7]** Said structure shall not be used for human habitation or animal shelter, except in the ~~A-1~~, A-2, A-3 and AGO Districts, where said structure may be used for an animal shelter for the animals which are only allowed in the said agricultural districts;
- 420-86 B (1) (b) [7]** Said structure shall not be used for human habitation or animal shelter, except in the ~~A-1~~, A-2, A-3 and AGO Districts, where said structure may be used for an animal shelter for the animals which are only allowed in the said agricultural districts;
- 420-86 B (1) (c) [1]** Said structure shall only be located in a side yard, rear yard or rear street yard; except if located within an ~~A-1~~, A-2 or AGO District;
- 420-86 B (1) (c) [6]** Said structure shall not be used for human habitation or animal shelter, except in the ~~A-1~~, A-2, A-3 and AGO Districts, where said structure may be used for an animal shelter for the animals which are only allowed in the said agricultural districts;
- 420-86 B (1) (c) [7] [b]** In the ~~A-1~~, A-2 or AGO District where the lot is a minimum of five acres, said structure shall not exceed 50 feet in height;
- 420-86 B (1) (c) [7] [c]** In the ~~A-1~~, A-2 or AGO Districts where the lot is greater than 10 acres, said structure shall not exceed 100 feet in height;
- 420-86 B (1) (c) [10]** In no case shall an individual detached accessory structure exceed the first floor square foot area of the principal structure (excluding an attached garage or deck), except in the ~~A-1~~, A-2, A-3 and AGO Districts.
- 420-86 B (1) (c) [11]** In no case shall an individual detached accessory structure exceed the height of the principal structure on said property, except in the ~~A-1~~, A-2, A-3 and AGO District, where the maximum height complies with Subsection B(1)(c)[7] above.
- 420-86 B (1) (d) [2]** Said structure shall only be located in a side yard or rear yard, except if located within an ~~A-1~~, A-2 or AGO District;
- 420-86 B (1) (d) [6]** Said structure shall not be used for human habitation or animal shelter, except in the ~~A-1~~, A-2, A-3 and AGO Districts, where said structure may be used for an animal shelter for the animals which are only allowed in the said agricultural districts;
- 420-86 B (1) (d) [7] [b]** In the ~~A-1~~, A-2 or AGO Districts where the lot is a minimum of five acres, said structure shall not exceed 50 feet in height;
- 420-86 B (1) (d) [7] [c]** In the ~~A-1~~, A-2 or AGO Districts where the lot is greater than 10 acres, said structure shall not exceed 100 feet in height;
- 420-86 B (1) (d) [10]** In no case shall an individual detached accessory structure exceed the first floor square foot area of the principal structure (excluding an attached garage or deck), except in the ~~A-1~~, A-2, A-3 and AGO Districts.
- 420-86 B (1) (d) [11]** In no case shall an individual detached accessory structure exceed the height of the principal structure on said property, except in the ~~A-1~~, A-2, A-3, APO and AGO Districts, where the maximum height complies with Subsection B(1)(d)[7] above.
- 420-86 B (1) (e) [2]** Said structure shall only be located in a side yard or rear yard, except if located within an ~~A-1~~, A-2 or AGO District;

420-86 B (1) (e) [5] Said structure shall be a minimum of 15 feet from any side or rear lot line in any C-1, R-1, R-2, R-3, R-4, R-4.5, R-6 and R-6 District and a minimum of 25 feet from any side or rear lot line in any ~~A-1~~, A-2, A-3 and AGO District.

420-86 B (1) (e) [6] Said structure shall not be used for human habitation or animal shelter, except in the ~~A-1~~, A-2, A-3 and AGO Districts, where said structure may be used for an animal shelter for the animals which are only allowed in the said agricultural districts;

420-86 B (1) (e) [7] [b] In the ~~A-1~~, A-2 or AGO Districts where the lot is a minimum of five acres, said structure shall not exceed 75 feet in height;

420-86 B (1) (e) [7] [c] In the ~~A-1~~, A-2 or AGO Districts where the lot is greater than 10 acres, said structure shall not exceed 100 feet in height;

420-86 B (1) (e) [10] In no case shall an individual detached accessory structure exceed the first floor square foot area of the principal structure (excluding an attached garage or deck), except in the ~~A-1~~, A-2, A-3 or AGO Districts.

420-86 B (1) (e) [11] In no case shall an individual detached accessory structure exceed the height of the principal structure on said property, except in the A-1, A-2, A-3 and AGO Districts, where the maximum height complies with Subsection B(1)(e)[7] above.

420-86 B (1) (f) [1] The lot shall be zoned ~~A-1~~, A-2, A-3 or AGO and be a minimum of five acres (217,800 square feet);

420-86 B (1) (f) [2] Said structure shall only be located in a side yard or rear yard, except if located within an ~~A-1~~, A-2 or AGO District;

420-86 B (1) (f) [7] Said structure may be used for an animal shelter for animals specifically allowed in the ~~A-1~~, A-2, A-3 or AGO District;

420-86 B (1) (f) [8] Said structure shall not exceed 50 feet in height in the A-3 District or 100 feet in the ~~A-1~~, A-2 or AGO District;

420-86 B (1) (g) [1] The lot shall be zoned ~~A-1~~, A-2 or AGO and be a minimum of 10 acres (435,600 square feet);

420-86 B (1) (g) [6] Said structure may be used for an animal shelter for animals specifically allowed in the ~~A-1~~, A-2 or AGO District;

7. **Section 420-87 B related to decks is hereby amended to read as follows (Note: Subsection 420-87 B (1) through (4) remains unchanged):**

B. Standards for decks and porches (including steps or stairs) **in any Agricultural or Residential District**

8. **Section 420-87 B (5) related to decks is hereby created:**

(5) Shall meet the minimum street setback of the underlying zoning district.

9. **To delete the basic zoning district "A-1 Agricultural Preservation District" from Section 420-100 A (1).**

10. **Section 420-139 B (8) related to the average street setback is hereby amended to read as follows:**

(8) Single-family dwellings not constructed in accordance with the valid zoning permit. Any principal single-family structure and its accessory garage located within an R-1, R-2, R-3, R-4, R-5, R-6, ~~A-1~~, A-2, A-3, ~~A-4~~ **AGO** or C-2 District

containing a legally conforming use and constructed with a valid zoning permit issued by Kenosha County prior to April 1, 1983, but which was not constructed in accordance with the zoning permit as it pertains to street, side and rear setbacks for said principal structure or accessory garage shall be considered a legal nonconforming structure and shall be subject to § 420-140 of this chapter insofar as the placement of the structure, as determined by the Village, does not present a threat to the public's health, safety or welfare.

11. **Section 420-145 H related to notices of conditional uses granted is hereby amended to read as follows:**
 - H. ~~Notice of conditional uses granted in the A-1 Agricultural Preservation District shall be given to the State Department of Agriculture, Trade and Consumer Protection within 10 days following the decision.~~ Notice of conditional uses granted in the FPO Floodplain Overlay District or in any other area where the shoreland jurisdictional boundary is applicable shall be given to the Southeast District Office of the State Department of Natural Resources within 10 days following the decision.
12. **Section 420-148 B (2) related to conditional use standards for airstrips, landing fields and hangars for personal or agricultural-related uses is being amended as follows (Note: Subsection 420-148 B (2) (a) through (h) remains unchanged):**
 - (2) Airstrips, landing fields and hangars for personal or agricultural-related uses in the ~~A-1 and~~ A-2 Districts and airports, heliport pads, aircraft hangars for storage and equipment maintenance and aircraft sales and maintenance in the I-1 District.
13. **Section 420-148 B (20) related to conditional use standards for Community living arrangements is being amended as follows (Note: Subsection 420-148 B (20) (a) through (f) remains unchanged):**
 - (20) Community living arrangements in the ~~A-1,~~ A-2, A-3, C-2, R-1, R-2, R-3, R-4, R-4.5, R-5 and R-6 Districts.
14. **Section 420-148 B (123) related to conditional use standards for Wind energy conversion systems is being amended as follows (Note: Subsection 420-148 B (123) (a) through (h) remains unchanged):**
 - (123) Wind energy conversion systems, commonly called "windmills," in the ~~A-1,~~ A-2, R-1, I-1, PR-2, PR-3 and C-2 Districts.

Adopted this 7th day of April, 2014.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

06- a-1 zoning text amendments

ORD. # 14-07

**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:**

Portions of the property located at 6109 85th Street within U. S. Public Land Survey Section 15 Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 92-4-122-151-0100 is hereby rezoned from A-1, Agricultural Preservation District to A-2, General Agricultural District. Portions of the property that are zoned C-1, Lowland Resource Conservancy District; FPO, Floodplain Overlay District or are located within the shoreland jurisdictional area will remain unchanged.

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

Adopted this 7th day of April, 2014.

VILLAGE BOARD OF TRUSTEES

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

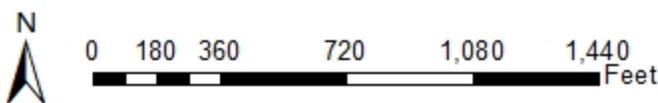
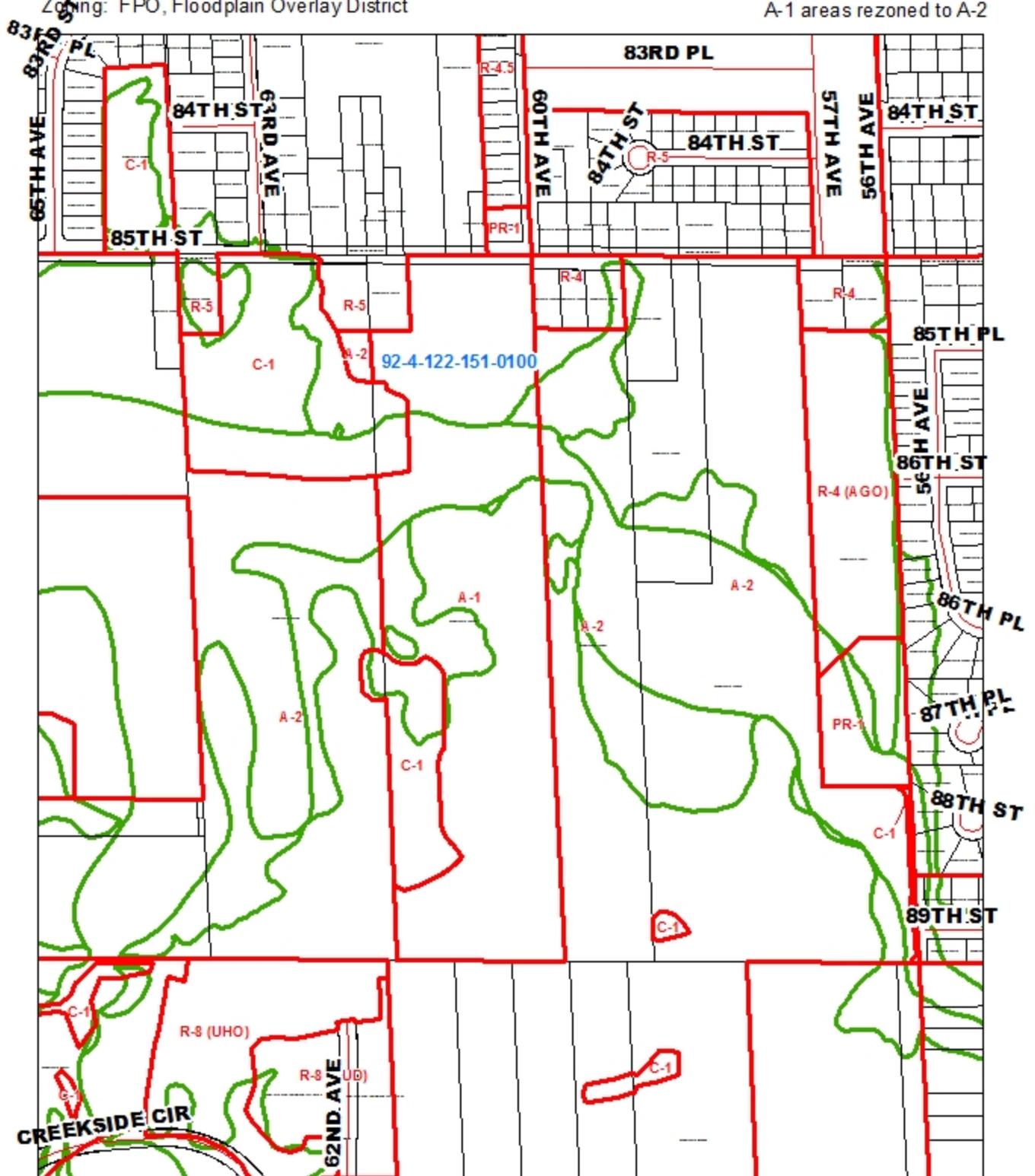
Posted: _____

07-A-1 Rezoning to A-2

Village of Pleasant Prairie Zoning Map (portion of)

Green Line-100-year Floodplain
Zoning: FPO, Floodplain Overlay District

A-1 areas rezoned to A-2



Source: Village of Pleasant Prairie
Date of Zoning: February 2014

Consider approval of **Ord. #14-08** for several **Zoning Text Amendments** related to Commercial Communication Structures including: **1)** to create Section 420-22 A (7) related to adding a Commercial Communication Structure Permit as a permit type; **2)** to create Section 420-29 J related to fees for a Commercial Communication Structure Permits; **3)** to repeal and recreate Section 420-89 related to requirements for Commercial Communication Structures; **4)** to amend Article XVI by adding Commercial Communications Structures as a principal use in the following zoning Districts: A-2, A-3, R-1, R-2, R-3, R-4, R-4.5, R-5, R-6, R-7, R-8, R-9, R-10, R-11, R-12, B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-3, M-4, M-5, I-1, PR-1, PR-2, PR-3, C-1, C-2 and C-3; and as an accessory use in the following zoning districts: A-2, A-3, B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-3, M-4, M-5, I-1, PR-2 and PR-3; **5)** to amend Article XVI to remove Commercial Communication Structures as a conditional use in the following Zoning Districts: B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-4, M-5, I-1, PR-2 and PR-3; **6)** to delete Section 420-148 B (17) and (17.1) related to conditional use standards for Commercial Communication Structures; and **7)** to delete the definition of "Commercial Communication Structures" as listed in Section 420-152.

Recommendation: Village staff recommends that the Village Board to approve the Zoning Text Amendments (**Ord. #14-08**) as presented.

VILLAGE STAFF REPORT OF APRIL 7, 2014

Consider approval of **Ord. #14-08** for several **Zoning Text Amendments** related to Commercial Communication Structures including: **1)** to create Section 420-22 A (7) related to adding a Commercial Communication Structure Permit as a permit type; **2)** to create Section 420-29 J related to fees for a Commercial Communication Structure Permits; **3)** to repeal and recreate Section 420-89 related to requirements for Commercial Communication Structures; **4)** to amend Article XVI by adding Commercial Communications Structures as a principal use in the following zoning Districts: A-2, A-3, R-1, R-2, R-3, R-4, R-4.5, R-5, R-6, R-7, R-8, R-9, R-10, R-11, R-12, B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-3, M-4, M-5, I-1, PR-1, PR-2, PR-3, C-1, C-2 and C-3; and as an accessory use in the following zoning districts: A-2, A-3, B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-3, M-4, M-5, I-1, PR-2 and PR-3; **5)** to amend Article XVI to remove Commercial Communication Structures as a conditional use in the following Zoning Districts: B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-4, M-5, I-1, PR-2 and PR-3; **6)** to delete Section 420-148 B (17) and (17.1) related to conditional use standards for Commercial Communication Structures; and **7)** to delete the definition of "Commercial Communication Structures" as listed in Section 420-152.

On February 10, 2014 the Village Plan Commission adopted Plan Commission Resolution #14-04 to initiate amendments to the Village Zoning Ordinance and to re-evaluate the Village's Commercial Communication Structure regulations related to the recent changes to State regulations.

The 2013 Biennial Budget Act for the State of Wisconsin modified the regulatory powers of local governments in regard to cell phone towers as referred to in the Village Ordinances as Commercial Communication Structures. The new law specifies the manner in which a municipality can use zoning to regulate such facilities and lists specific regulations that a municipality may not apply.

The new law created in 2013 Act 20 states specifically that a municipality may regulate cell phone towers under a zoning ordinance, but places strict limits on how it may do so. It specifies the procedures and standards a municipality must use in reviewing applications for permits to construct or modify towers. It also lists specific limitations or regulations that a municipality may not impose on the construction or modification of a tower. The new law does not impact existing building code requirements, but it expressly prohibits any regulation of cell phone towers except by zoning ordinances, as specified in the law, and building codes. See **attached** Legislative Memorandum dated December 9, 2013 and Section 66.0404 of the Wisconsin State Statutes entitled "*Mobile tower siting regulations*".

Based on these new requirements, the Village is proposing to amend the Village Zoning Ordinance related to Commercial Communication Structures to comply with the new regulations. The biggest change in the ordinance, as required by the new law, is that these facilities are allowed as a principal use in all zoning districts and as an accessory use in all business, manufacturing, institutional and PR-2 and PR-3 zoning districts. No longer is a conditional use permit required.

PERMITS. The proposed ordinance regulates the following and requires the issuance of a Commercial Communication Structure Permit (as specified in the proposed Section 420-22 A (7)). The ordinance amendments do not prohibit the issuance of building permits including electrical permits for any equipment structures.

- A "Class 1 collocation" is the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility but does need to engage in substantial modification.

[Note: A "Substantial modification" means the modification of a mobile service support structure, including the mounting of an antenna on such a structure that does any of the following:

1. For structures with an overall height of 200 feet or less, increases in the overall height of the structure by more than 20 feet (as measured from the original permitted height) unless a greater height is necessary to avoid interference with an existing antenna.
 2. For structures with an overall height of more than 200 feet, increases in the overall height of the structure by 10 percent or more (as measured from the original permitted height) unless a greater protrusion is necessary to shelter the antenna from inclement weather or to connect the antenna to the existing structure by cable.
 3. For structures with an increase in the width of the support structure by 20 feet or more (as measured from the original permitted width), unless a larger area is necessary for collocation. The increase is measured at the level of the appurtenance added to the structure as a result of the modification,
 4. For increases in the square footage of an existing equipment compound to a total area of more than 2,500 square feet.
- A "Class 2 collocation" is the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility or does not need to engage in substantial modification.

If an applicant requests to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider. If the service area is inadequate, the areas must be mapped where service is inadequate.

REVIEW: For a Class 1 collocation, which includes the siting of a new tower, the Village will process the application similar to a stipulated shoreland permit wherein a 20 day notice period to property owners within 300 feet of the proposed Class 1 collocation is required.

Both Class 1 and Class 2 collocations have specific timeframes required by State law for the Village to act on the application. If the application is not acted on in a timely manner pursuant to the State timelines, the application is automatically approved.

The Village shall within 90 days of its receipt of a complete application for a Class 1 collocation and 45 days for a Class 2 collocation, unless a time extension is agreed in writing, complete the following activities:

- Notify the owner within 10 days if the application is complete or if incomplete the list of items needed to be submitted to make an complete application.
- Review the application to determine whether it complies with all applicable aspects of the Village's zoning, building and fire codes and, subject to the limitations in this section.
- Make a final decision whether to approve or disapprove the application.
- Notify the applicant, in writing, of its final decision.
- If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.

Anyone who is aggrieved by the final decision of the Village under may bring an action in the Circuit Court of Kenosha County.

STANDARDS: Section 420-89 F sets forth the specific standards for commercial communication structures, including:

- If the site is located within the Airport Overlay District, then the Commercial Communication Structure shall comply with the requirements of a City of Kenosha Airport Overlay District Permit.
- A Commercial Communication Structure is allowed in any zoning district as a permitted principal use on lots that are a minimum of 1-acre in size and having a minimum lot frontage on a public street of 100 feet.
- A Commercial Communication Structure is allowed in any Institutional, Commercial, Manufacturing, PR-1 or PR-2 zoning district as a permitted accessory use provided that the lots and frontage on a public street meet the minimum lot area and frontage requirements of the underlying zoning district or 2.5 acre in size and having a minimum lot frontage on a public street of 100 feet; whichever is greater.
- A Commercial Communication Structure is allowed in any Agricultural, Institutional, Commercial, Manufacturing, PR-1 or PR-2 zoning district as a permitted accessory use if it is or when it is mounted on a principal building.
- All new freestanding mobile support structures constructed after January 1, 2014 shall be separated by a minimum of 2,640 feet, except where
 - collocation is not possible on the existing freestanding mobile support structure that would be within 2,640 feet of the new freestanding mobile support structure or
 - the proposed new freestanding mobile support structure is a camouflaged mobile service support structure, as defined in Subsection (B)(5).

In addition, existing freestanding mobile support structures constructed before January 1, 2014 may be reconstructed on the same site without meeting the 2,640 feet separation distance requirement.

- Setbacks and height requirements. The height of any commercial communication structure is measured from the base of the structure at grade to its highest point, including any associated aerials, projections or other attached apparatus. The setback distance shall be measured from the furthest extent of the tower, its aerials, guy wire anchor locations or other equipment or from the foundation of a building.
 - If located within any Institutional, Commercial or Manufacturing zoning district then the setback of any building/structure/equipment associated with a commercial communication structure shall meet the minimum setback requirements specified in the specific zoning district in which it is being located.
 - If located in any Residential, Park and Recreational or Agricultural zoning district then the setback of any building/structure/equipment associated with a commercial communication structure shall comply with the setback requirements specified in the B-1, Neighborhood Business District.
 - Antennas, whips, panels, or satellite and/or digital dishes attached to an existing building shall not exceed the height allowed in the underlying zoning district.
 - Antennas, whips, panels, or satellite and/or digital dishes attached to an existing structure, such as water towers, transmission towers, silos or other utility poles, shall not extend more than 20 feet above the existing height of said structure.

- Any building/structure/equipment associated with a commercial communication structure shall not be located within the 100-year floodplain.
- If an applicant provides the Village with an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the setback or fall zone area required in this subsection, then the required setback shall be reduced unless the Village provides the applicant with substantial evidence that the engineering certification is flawed.
- Support structures shall be designed, engineered and constructed to handle multiple carriers.
- The building within the equipment compound shall be designed to complement with existing architecture in the area and the fenced equipment compound shall be landscaped with mature foundation plants designed to enhance the facility. Any equipment allowed to be located outside the building within the equipment compound shall be screened from sight by mature landscaping and shall be located or designed to minimize their visibility.
- Equipment compounds are required to be surrounded with a six (6) foot high, vinyl coated, chain-link fence pursuant to the requirements of Article XI of this chapter, unless otherwise approved by the Zoning Administrator.
- All equipment at the base of the tower, except a backup generator, is required to be located within a building that complies with the standards set forth in Section 420-57 H of the Zoning Ordinance (Construction Standards for all non-residential development)
- If required to be lit, red or white lights shall be non-flashing and non-pulsating, unless a different style of lighting is required by the Wisconsin Division of Aeronautics or the Federal Aviation Administration.
- Backup generators if present, shall be operated only during power outages and for testing and maintenance purposes, shall be located within the equipment enclosure and screened from public view.
- The Village does not warrant any communication structure against design or structural failure. The Village does not certify that the design is adequate for any tower and the Village hereby accepts no liability through the issuance of a commercial communication permit.
- Commercial Communication Structures shall not interfere with or obstruct existing or proposed public safety, fire protection or Supervisory Controlled Automated Data Acquisition (SCADA) operation telecommunication facilities. Any actual interference and/or obstruction shall be corrected by the applicant at no cost to the Village.

LIMITATIONS: The Village may not do any of the following:

- Impose environmental testing, sampling, or monitoring requirements, or other compliance measures for radio frequency emissions, on mobile service facilities or mobile radio service providers.
- Enact an ordinance imposing a moratorium on the permitting, construction, or approval of any such activities.
- Charge a mobile radio service provider any recurring fee.
- Disapprove an application to conduct an activity based solely on aesthetic concerns.
- Enact or enforce an ordinance related to radio frequency signal strength or the adequacy of mobile service quality.
- Prohibit the placement of emergency power systems.

- Require that a mobile service support structure be placed on property owned by the Village.
- Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting.
- Condition approval of such activities on the agreement of the structure or mobile service facility owner to provide space on or near the structure for the use of or by the Village at less than the market rate, or to provide the Village other services via the structure or facilities at less than the market rate.
- Limit the duration of any Commercial Communication Structure Permit that is granted.
- Require an applicant to construct a distributed antenna system instead of either constructing a new mobile service support structure or engaging in collocation.
- Require that a mobile service support structure, existing structure, or mobile service facilities have or be connected to backup battery power.
- Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the Village in connection with the Village's exercise of its authority to approve the application.
- Condition the approval of an application on, or otherwise require, the applicant's agreement to permit the Village to place at or collocate with the applicant's support structure any mobile service facilities provided or operated by, whether in whole or in part, the Village or an entity in which the Village has a governance, competitive, economic, financial or other interest.
- Impose a surety requirement, unless the requirement is competitively neutral, nondiscriminatory, and commensurate with the historical record for surety requirements for other facilities and structures in the political subdivision which fall into disuse. The law is a rebuttable presumption that a surety requirement of \$20,000 or less complies with this limitation. Section 420-89 H sets forth the procedures for abandonment, removal and security for removal that does not exceed the \$20,000 limit.

The State law also sets forth maximum zoning permit fees—a maximum \$3,000 for a Class 1 collocation and not more than what is charged for a similar commercial zoning permit for a Class 2 collocation, which is \$140. (Section 420-29 of the zoning ordinance related to zoning fees is being amended to reflect these permit fees)

ABANDONMENT. Any commercial communication structure that is not operated for a continuous period of 12 months shall be considered abandoned. Time may be extended upon review and approval of the Zoning Administrator, if the tower owner demonstrates a good faith effort to secure new tenants. In such circumstances, the following shall apply:

- The owner of such mobile service support structure and facility shall remove such within 90 days of receipt of notice from the Zoning Administrator notifying the owner of such abandonment.
- If removal to the satisfaction of the Village does not occur within 90 days, the Village may order removal utilizing the established security for removal as provided below and salvage.
- If there are two or more users of a single tower, then this provision shall not become effective until all operation of the tower cease. The owner shall notify the Zoning Administrator when the facility is no longer in operation.

REMOVAL. Commercial communication structures shall be removed once they are no longer in use and not a functional part of providing service and that it is the mobile service support structure owners responsibility to remove such structure(s) and restore the site to its original

condition or a condition approved by the Zoning Administrator. This restoration shall include the removal of any subsurface structure or foundation including concrete used to support the structure down to 10 feet below the surface. After a communication structure is no longer in operation, the tower owner shall have 90 days to effect removal and restoration unless weather prohibits such efforts. The commercial communication structure owner shall record a document with the Kenosha County Register of Deeds showing the existence of any subsurface structure remaining below grade. Such recording shall accurately set forth the location and describe the remaining structure. A copy of the recorded document shall be provided to the Village.

The owner of the commercial communication structure shall provide to the Village, prior to issuance of a commercial communication structure permit, a performance bond in the amount of \$20,000.00 or a bond equal to a written estimate from a qualified tower removal contractor to guarantee throughout the life of the structure that the structure will be removed when no longer in operation. The Village will be named as the obligee in the bond and must approve the bonding company.

As a result of the new state requirements, the following Zoning Text Amendments (attached) are proposed:

1. to create Section 420-22 A (7) related to adding a Commercial Communication Structure Permit as a permit type;
2. to create Section 420-29 J related to fees for a Commercial Communication Structure Permits;
3. to repeal and recreate Section 420-89 related to requirements for Commercial Communication Structures;
4. to amend Article XVI by adding Commercial Communications Structures as a principal use in the following zoning Districts: A-2, A-3, R-1, R-2, R-3, R-4, R-4.5, R-5, R-6, R-7, R-8, R-9, R-10, R-11, R-12, B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-3, M-4, M-5, I-1, PR-1, PR-2, PR-3, C-1, C-2 and C-3; and as an accessory use in the following zoning districts: A-2, A-3, B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-3, M-4, M-5, I-1, PR-2 and PR-3;
5. to amend Article XVI to remove Commercial Communication Structures as a conditional use in the following zoning Districts: B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-4, M-5, I-1, PR-2 and PR-3;
6. to delete Section 420-148 B (17) and (17.1) related to conditional use standards for Commercial Communication Structures; and
7. to delete the definition of "Commercial Communication Structures" as listed in Section 420-152.

Recommendation: Village staff recommends that the Village Board to approve the Zoning Text Amendments (**Ord. #14-08**) as presented.



WISCONSIN LEGISLATIVE COUNCIL
INFORMATION MEMORANDUM

**New Law Relating to Local Regulation of Cell Phone
Transmission Towers**

The 2013 Biennial Budget Act modified the regulatory powers of local governments in regard to cell phone towers. The new law specifies the manner in which a political subdivision can use zoning to regulate cell phone towers and lists specific regulations that a political subdivision may not apply.

OVERVIEW

The primary tool used by political subdivisions of the state to regulate the siting and construction of cell phone transmission towers, and other land uses, is zoning. Zoning serves to separate incompatible land uses by segregating them in zones, such as residential, commercial, and industrial zones. A typical zoning ordinance identifies land uses that are prohibited in a particular zone, those that are permitted, and those that are permitted subject to a conditional use permit. For example, cell phone towers are a land use that, under prior law, might have been prohibited in a residential zone but allowed, subject to a conditional use permit, in other zones. Note that not all political subdivisions have zoning ordinances, and those with zoning ordinances vary considerably in how they regulate various land uses.

Two other tools available to political subdivisions to regulate cell phone towers are building codes and other, non-zoning police-power regulations, such as license requirements. Again, not all political subdivisions require building permits; it is not known how many have enacted other police-power regulations, but it is presumed to be very few.

The new law created in 2013 Act 20 states specifically that a political subdivision may regulate cell phone towers under a zoning ordinance, but places strict limits on how it may do so. It specifies the procedures and standards a political subdivision must use in reviewing applications for permits to construct or modify towers. It also lists specific limitations or regulations that a political subdivision may not impose on the construction or modification of a tower. Significant among these, it specifies that a political subdivision may not prohibit the placement of cell phone towers in particular locations within the political subdivision, meaning essentially that it may not designate cell phone towers as a prohibited use in any zone.

The new law does not disturb existing building code requirements, but it expressly prohibits any regulation of cell phone towers except by zoning ordinances, as specified in the law, and building codes.

APPLICABILITY

The new law applies to local regulation of three types of projects, all for the installation of various types of cell phone transmission facilities:

- Projects requiring construction of a new tower.
- Projects requiring substantial modification of an existing tower and facilities, but not construction of a new tower. Projects of this type are referred to as “class 1 collocations.”
- Projects requiring neither construction of a new tower nor substantial modification of an existing tower and facilities. Projects of this type are referred to as “class 2 collocations.”

The new law defines “substantial modification” as a project that does any of the following:

- For structures with an overall height of 200 feet or less, increases the overall height of the structure by more than 20 feet.
- For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10% or more.
- Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.
- Increases the square footage of an existing equipment compound to a total area of more than 2,500 square feet.

The law defines “permit” as “a permit, other than a building permit, or other approval required by a political subdivision” for one of these types of projects. It defines “political subdivision” as a city, village, town, or county.

The new law specifies that a county ordinance to regulate the construction of a new tower or a class 1 collocation applies only in the unincorporated areas of the county, but not in any town that has such an ordinance in effect. It does not include a parallel provision regarding the applicability of county ordinances regulating class 2 collocations.

PERMITTED REGULATIONS AND REQUIRED PROCESSES

The new law specifies the regulations a political subdivision may impose on cell phone transmission towers and facilities, and the process a political subdivision must follow in reviewing an application for a permit.

PROJECTS REQUIRING NEW CONSTRUCTION OR SUBSTANTIAL MODIFICATIONS

The new law treats a project requiring substantial modification of an existing tower and facilities the same as a project requiring construction of a new tower.

Permitted Regulations

The new law specifies that a political subdivision may enact a zoning ordinance to regulate any of the following:

- The construction of cell phone towers.

- The substantial modification of existing towers and facilities (class 1 collocations).

However, it specifies that a political subdivision may only regulate these activities as provided in the law, and that any ordinance in effect on the effective date of the law that is inconsistent with the law does not apply to the activities and may not be enforced against them.¹

Required Processes

The new law requires that an ordinance prescribe the application process for obtaining a permit or approval. The ordinance must require that an application include all of the following:

- The name and business address of, and the contact individual for, the applicant.
- The location of the proposed or affected tower.
- The location of the proposed facilities.
- A construction plan that describes the proposed new tower and facilities or the proposed modifications to the existing tower and facilities.
- If an application is to construct a new tower, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement attesting to one of the following regarding collocation within the area in which the applicant needs to site the new facilities (termed the applicant's "search ring"):
 - Collocation would not result in the same mobile service functionality, coverage, and capacity.
 - Collocation is technically infeasible.
 - Collocation is economically burdensome to the mobile service provider.

The new law specifies that an application is complete if it contains all the information described above; by implication, a political subdivision may not require any additional information from an applicant. If a political subdivision does not believe that an application is complete, it must notify the applicant of this in writing, within 10 days of receiving the application. The notice must specify in detail the information that was lacking from the application. The applicant may refile the application as many times as is needed to complete it.

Within 90 days of receiving a complete application, a political subdivision must do all of the following:

- Review the application to determine whether it complies with all applicable aspects of the political subdivision's building code and, subject to the limitations in the new law, zoning ordinances.
- Make a final decision whether to approve or disapprove the application.

¹ The law appears to contemplate that a political subdivision will require a person engaging in one of these activities to obtain a conditional use permit, since the language does not allow treating them as prohibited uses. However, a political subdivision could elect to treat them as permitted uses.

- Notify the applicant, in writing, of its final decision.
- If the decision is to disapprove the application, include with the written notification substantial evidence that supports the decision.

If the political subdivision fails to comply with these requirements by the 90-day deadline, the application is considered approved, except that the political subdivision and the applicant may agree to extend the deadline.

A political subdivision may disapprove an application if the applicant refuses to evaluate the feasibility of collocation within its “search ring” and to provide the sworn statement required in the application.

A party that is aggrieved by the political subdivision’s final decision may appeal the decision to the circuit court for the county in which the project was proposed. This appears to allow the aggrieved party to appeal to circuit court without first exhausting administrative reviews at the level of the political subdivision.

Limitations

The new law specifies that a zoning ordinance does not apply to a particular structure if the applicant provides the political subdivision with an engineering certification showing that the structure is designed to collapse in a smaller area than the setback or fall zone area required in the ordinance. However, the political subdivision may apply the ordinance to the structure if it provides the applicant with substantial evidence that the engineering certification is flawed.

PROJECTS REQUIRING NEITHER NEW CONSTRUCTION NOR SUBSTANTIAL MODIFICATIONS

As noted earlier, the new law refers to projects that involve neither new construction nor substantial modifications of towers as “class 2 collocations.”

Permitted Regulations

The new law specifies that a class 2 collocation is a permitted use under a zoning ordinance. It also provides that class 2 collocations are subject to the same building permit requirements as other commercial development or land use development.² Again, the law specifies that a political subdivision may only regulate class 2 collocations as provided in the law, and that any ordinance in effect on the effective date of the law that is inconsistent with the law does not apply to class 2 collocations and may not be enforced against them.

Required Processes

The new law specifies a process for the review of “an application for a permit to engage in a class 2 collocation.”³ The process is a simplified version of the process for other projects, described above. It differs from that process in the following ways:

² The provisions of the new law relating to construction of a new tower or a class 1 collocation do not include a similar statement, but the review process does require the political subdivision to determine whether the proposed project complies with its building code.

³ As noted above, a class 2 collocation is a permitted use under a zoning ordinance, so there can be no conditional use permit to apply for. Further, building permits are excluded from the definition of “permit,” so the procedures described here do not apply to a building permit application. Consequently, it appears that the new law contemplates that a political subdivision may require a person engaging in a class 2 collocation to apply for a

- Only the first three items of information (identifying the business and the location of the project) are required for an application.
- The political subdivision must inform the applicant of deficiencies in the application within five days of receiving the application, rather than 10 days.
- The political subdivision must complete its actions within 45 days of receiving a complete application as opposed to 90 days, and the list of actions it must complete is slightly different:
 - Make a final decision whether to approve or disapprove the application.
 - Notify the applicant, in writing, of its final decision.
 - If the decision is to approve the application, issue the applicant the relevant permit.
 - If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.
- The application is not considered automatically approved if the political subdivision does not take final action within the specified time frame.

LIMITATIONS ON POLITICAL SUBDIVISIONS' ACTIONS

Under the new law, a political subdivision may not do any of the following with regard to the construction of a new cell phone tower or a class 1 or class 2 collocation:

- Impose environmental testing, sampling, or monitoring requirements, or other compliance measures for radio frequency emissions, on mobile service facilities or mobile radio service providers.
- Enact an ordinance imposing a moratorium on the permitting, construction, or approval of any such activities.
- Enact an ordinance prohibiting the placement of a cell phone tower in particular locations within the political subdivision.
- Charge a cell phone service provider a fee in excess of one of the following amounts:
 - For a permit for a class 2 collocation, the lesser of \$500 or the amount charged by the political subdivision for a building permit for any other type of commercial development or land use development.
 - For a permit for construction of a new tower or a class 1 collocation, \$3,000.
- Charge a cell phone service provider any recurring fee for a project covered by the law.
- Permit third-party consultants to charge the applicant for any travel expenses incurred in the consultant's review of cell phone service permits or applications.

determination that the activity is, in fact, a class 2 collocation; that is to say, a determination that the political subdivision will not require a conditional use permit for the activity. This Information Memorandum assumes that it is an application for this type of approval to which the process described here applies.

- Disapprove an application based solely on aesthetic concerns.
- Enact or enforce an ordinance related to radio frequency signal strength or the adequacy of mobile service quality.
- Impose a surety requirement, unless the requirement is competitively neutral, nondiscriminatory, and commensurate with the historical record for surety requirements for other facilities and structures in the political subdivision which fall into disuse. The law is a rebuttable presumption that a surety requirement of \$20,000 or less complies with this limitation.
- Prohibit the placement of emergency power systems.
- Require that a cell phone tower be placed on property owned by the political subdivision.
- Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting.
- Condition approval of such activities on the agreement of the owner of the facilities to provide space on or near the structure for the use of or by the political subdivision at less than the market rate, or to provide the political subdivision other services via the structure or facilities at less than the market rate.
- Limit the duration of any permit that is granted.
- Require an applicant to construct a distributed antenna system instead of either constructing a new tower or using collocation.
- Disapprove an application based on an assessment by the political subdivision of the suitability of other locations for conducting the activity.
- Require that a mobile cell phone tower or facilities have or be connected to backup battery power.
- Impose a setback or fall zone requirement for a cell phone tower that is different from a requirement that is imposed on other types of commercial structures.
- Consider a project to be a substantial modification if the project adds more than 20 feet to the height of a tower that is not more than 200 feet tall but the greater height is necessary to avoid interference with an existing antenna.
- Consider a project to be a substantial modification if the project adds 20 feet or more to the diameter of the tower but the greater diameter is necessary to shelter the antenna from inclement weather or to connect the antenna to the existing structure by cable.
- Limit the height of a cell phone tower to under 200 feet.
- Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the political subdivision in connection with the political subdivision's exercise of its authority to approve the application.
- Condition the approval of an application on, or otherwise require, the applicant's agreement to permit the political subdivision to place at or collocate with the

applicant's support structure any mobile service facilities provided or operated by, whether in whole or in part, a political subdivision or an entity in which a political subdivision has a governance, competitive, economic, financial or other interest.

This memorandum is not a policy statement of the Joint Legislative Council or its staff.

This memorandum was prepared by David L. Lovell, Principal Analyst, on December 9, 2013.

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Ord. #14-08

ORDINANCE TO AMEND THE VILLAGE ZONING ORDINANCE RELATED TO COMMERCIAL COMMUNICATION STRUCTURES IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that the following Section of the Village Zoning Ordinance are hereby amended as follows:

1. **To create Section 420-22 A (7) of the Village Zoning Ordinance related to adding a Commercial Communication Structure Permit as a permit type to read as follows:**
 - (7) Commercial communication structure permit. No person shall construct, modify, alter, place, move, enlarge or reconstruct a commercial communication structure that requires a commercial communication structure permit for the project pursuant to this chapter unless a valid commercial communication structure permit has been issued and such permit has neither been suspended or revoked.

2. **To create Section 420-29 J related to fees for a Commercial Communication Structure Permit to read as follows:**
 - J. Commercial Communication Structure Permit.
 - (1) A Class 1 collocation or the siting and construction of a new mobile service support structure and facilities: \$3,000
 - (2) A Class 2 collocation or any other modifications to a mobile service facility not classified as a substantial modification: \$140

3. **To repeal and recreate Section 420-89 of the Village Zoning Ordinance related to Commercial Communication Structures to read as follows:**

420-89 Commercial communication structures.

 - A. Purpose and intent. The Village may enact a zoning ordinance under s. 62.23 of the Wisconsin State Statutes to regulate commercial communication structures as defined herein.
 - (1) The purpose of this section is to regulate commercial communication structures subject to the provisions and limitations of this section and s. 66.0404 of Wisconsin State Statutes.
 - (2) This section is intended to:
 - (a) Maintain and ensure that a non-discriminatory, competitive and broad range of telecommunications services and high quality telecommunications infrastructure, consistent with the Federal Telecommunications Act of 1996 and Wisconsin State Statute 66.0404, is provided to serve the community, as well as serve as an important and effective part of the Village's law enforcement, fire, rescue and emergency response network.

- (b) Provide a process for obtaining necessary permits for commercial communication structures while at the same time protecting the interests of Village citizens.
 - (3) This section is not intended to regulate residential communication structures. Residential communication structures are subject to compliance with Section 420-90 of this chapter.
- B. Definitions. The definitions set out below shall apply to this section and shall control with respect to commercial communication structures in the event of any inconsistency between these definitions and the definitions set forth in Article XXI of this chapter.
- (1) "Airport Overlay District Permit" means a permit or site plan approval from the City of Kenosha pursuant to Section 13 of the City of Kenosha Zoning Ordinance related to any land in the Village of Pleasant Prairie within the established approach, overflight of height overlay districts.
 - (2) "Antenna" means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of mobile services.
 - (3) "Application" means an application for a permit under this section to engage in an activity specified in subsection D (1) or subsection E (1)
 - (4) "Building permit" means a permit issued by the Village that authorizes an applicant to conduct construction activity that is consistent with the Village's building code.
 - (5) "Camouflaged mobile service support structure" means a mobile service support structure that is used for the purpose of making it less obtrusive and/or more aesthetically pleasing with appropriate materials and/or coloration that conceals the structure by making it more difficult to see in that it blends in with the surrounding landscape. A water tower, transmission tower and a silo are examples of camouflaged mobile support structure.
 - (6) "Class 1 collocation" means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility but does need to engage in substantial modification.
 - (7) "Class 2 collocation" means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility or does not need to engage in substantial modification.
 - (8) "Collocation" means Class 1 or Class 2 collocation or both.
 - (9) "Commercial Communication Structure" includes the mobile service support structure and the mobile service facility as defined in this section.
 - (10) "Commercial Communication Structure Permit" means a permit, other than a building permit, or approval issued by the Village which authorizes any of the following activities by an applicant:
 - (a) A Class 1 collocation.
 - (b) A Class 2 collocation.
 - (c) The construction of a mobile service support structure.
 - (d) The construction of a mobile service facility.

- (11) "Distributed antenna system" means a network of spatially separated antenna nodes that is connected to a common source via a transport medium and that provides mobile service within a geographic area or structure.
- (12) "Equipment compound" means an area surrounding or adjacent to the base of an existing support structure within which is located mobile service facilities.
- (13) "Existing structure" means a support structure that exists at the time a request for permission to place mobile service facilities on a support structure is filed with the Village.
- (14) "Fall zone" means the area over which a mobile service support structure is designed to collapse.
- (15) "Mobile service" has the meaning given in 47 USC 153 (33).
- (16) "Mobile service facility" means the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure.
- (17) "Mobile service provider" means a person/company who/that provides mobile service.
- (18) "Mobile service support structure" means a freestanding structure that is designed to support a mobile service facility.
- (19) "Propagation Map" means a map that shows signal strength and other engineering evidence from the proposed site in relation to existing and other proposed mobile service support structures.
- (20) "Public utility" has the meaning given in s. 196.01 (5).
- (21) "Search ring" means a shape drawn on a map to indicate the general area within which a mobile service support structure should be located to meet radio frequency engineering requirements, taking into account other factors including topography and the demographics of the service area.
- (22) "Substantial modification" means the modification of a mobile service support structure, including the mounting of an antenna on such a structure, that does any of the following:
 - (a) For structures with an overall height of 200 feet or less, increases in the overall height of the structure by more than 20 feet (as measured from the original permitted height) unless a greater height is necessary to avoid interference with an existing antenna.
 - (b) For structures with an overall height of more than 200 feet, increases in the overall height of the structure by 10 percent or more (as measured from the original permitted height) unless a greater protrusion is necessary to shelter the antenna from inclement weather or to connect the antenna to the existing structure by cable.
 - (c) For structures with an increase in the width of the support structure by 20 feet or more (as measured from the original permitted width), unless a larger area is necessary for collocation. The increase is measured at the level of the appurtenance added to the structure as a result of the modification,

- (d) For increases in the square footage of an existing equipment compound to a total area of more than 2,500 square feet.
 - (23) "Support structure" means an existing or new structure that supports or can support a mobile service facility, including a mobile service support structure, utility pole, water tower, building, or other structure.
 - (24) "Utility pole" means a structure owned or operated by an alternative telecommunications utility, as defined in s. 196.01 (1d); public utility, as defined in s. 196.01 (5); telecommunications utility, as defined in s. 196.01 (10); political subdivision; or cooperative association organized under ch. 185; and that is designed specifically for and used to carry lines, cables, or wires for telecommunications service, as defined in s. 182.017 (1g) (cq); video service, as defined in s. 66.0420 (2) (y); for electricity; or to provide light.
- C. Commercial communication structure permit required. No person shall construct, repair, replace, install, enlarge, or alter any commercial communication structure, as defined by this section, unless a valid permit for said structure has first been issued pursuant to this section and such permit has neither expired nor been suspended or revoked. If work has commenced or is completed without proper permits, the Village may take the appropriate action to prosecute the violation of this chapter. See § 420-22 of this chapter for additional information related to a zoning permit for a commercial communication structure, including but not limited to preconditions, application requirements, incomplete applications, approval or denial of an application, issuance of a permit, binding nature of application, acceptance of permit conditions, time limits, assignment, inspections required, suspension, revocation or voiding a permit, circularity, plan changes, plans on file, invalid permits and disclaimer.
- D. New construction or a Class 1 collocation.
- (1) Subject to the provisions and limitations of this section, the Village has enacted this section of the zoning ordinance under s. 62.23 of the Wisconsin State Statutes to regulate and require the issuance of a Commercial Communication Structure Permit for any of the following activities:
 - (a) The siting and construction of a new mobile service support structure and facilities.
 - (b) Class 1 collocation.
 - (2) Applications for a Commercial Communication Structure Permit for activities described in subsection D (1) (a) are made on forms obtained from the Village's Community Development Department. Except as otherwise specifically provided in this section, each applicant shall accurately and legibly complete the application form and shall file it along with 10 full size sets of the plans and other materials and information identified below, one set in which all such plan sheets reduced to fit 11 inches by 17 inches for easy handling, together with the Commercial Communication Structure Permit fee, which shall be payable at the time of application. (Required fees are set out in Article V of this chapter.) The Village follows Wis. States. Section 66.0404 (2) (c) and prefers an application include the following:
 - (a) Name, address, telephone number and fax number (and cell phone number and e-mail address, if applicable) of the applicant and of the

project manager or principal contact individual for purposes of the application.

- (b) Whether the applicant is the owner of the subject real property and, if not, either proof of the applicant's legal interest in the subject real property (e.g., accepted offer to purchase, lease, etc., which may be appropriately redacted to preserve confidential information) or written authorization signed by the owner for the applicant to act as the owner's agent in connection with the application.
- (c) Name, address, and telephone number (and fax number, cell phone number and e-mail address, if applicable) of each owner, developer, user or occupant of the site other than the applicant.
- (d) Street address or location of the subject site.
- (e) Area of the subject site in acres or square feet.
- (f) Tax parcel number(s) of any lot(s) or parcel(s) included within the site.
- (g) Current zoning district(s) of the site.
- (h) Whether the site is located within the Airport Overlay District and requires an Airport Overlay District Permit from the City of Kenosha and proper approvals/permits have been obtained.
- (i) Whether the site is served by public sanitary sewer and public water supply and, if not, where the closest public sanitary sewer and public water facilities are located relative to the site.
- (j) All current principal and accessory uses of the site, whether they are proposed to be continued, and all proposed principal and accessory uses of the site.
- (k) The gross floor area and height of each existing building on the site and whether it is proposed to be continued, and the gross floor area and height of each proposed structure or building.
- (l) A detailed written operational plan description of the proposed project or activity giving rise to the need for plan approval.
- (m) An inventory, propagation map and a listing of all of the applicant's existing towers and antennas which are located within the Village boundaries and within 2,650 feet of the exterior of the Village boundaries. The inventory shall specify the location, antennae height, and structure type of each of the applicants existing towers currently in operation, and an indication of the ability of the existing structures to accommodate additional collocation antennas.
- (n) Plans indicating security measures (i.e. access, fencing, lighting, cameras, knox padlock, etc.).
- (o) If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.
- (p) If the application is to construct a new mobile service support

structure, a construction plan which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.

- (q) If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider. If the service area is inadequate, map the areas where service is inadequate.
- (r) All plans shall comply with the plan requirements described in Section 420-57 of this chapter specifically including:
 - [1] All plan sheets shall comply with the general standards set forth in Section 420-57 B of this chapter.
 - [2] Title sheet pursuant to Section 420-57 D of this chapter;
 - [3] Survey pursuant to Section 420-57 E of this chapter;
 - [4] Site plan pursuant to Section 420-57 F of this chapter;
 - [5] Grading and drainage plan pursuant to Section 420-57 G of this chapter;
 - [6] Construction plan pursuant to Section 420-57 H of this chapter;
 - [7] Lighting plan pursuant to Section 420-57 I of this chapter;
 - [8] Landscape and open space plan pursuant to Section 420-57 J of this chapter;
 - [9] Signage plan pursuant to Section 420-57 K of this chapter;
 - [10] Performance standard compliance plan pursuant to Section 420-57 M of this chapter; and
 - [11] Additional requirements pursuant to Section 420-57 N of this chapter.
- (s) With respect to any nonconforming structure on the site, proof of legal nonconforming structure status (that the structure and each addition to it was legal when it was built);
- (t) For both Class 1 and Class 2 collocations, provide written approval to the Village from any Homeowners Association or Commercial Owner's Association having review and approval authority.
- (u) A description of all local, county, state and federal permits or approvals relating in any way to land use, buildings, development control, land division, environmental protection, sewer service, water service, stormwater management, streets and highways or fire protection that are required for or with respect to the project or activity for which site and operational plan approval is sought and an

appropriate citation to the controlling statute, regulation or other law regarding each such permit or approval; and

- (v) A list of all documents, materials or information attached to the application form.
- (3) Waiver. The Village Zoning Administrator may waive in writing any application requirement which is not necessary for the effective review and determination of the application. Such waivers may be issued at a pre-application conference or at any time during the application or review process. A pre-application conference with the Zoning Administrator or other Village zoning staff members is required for the purpose of discussing the application requirements, as they apply to a particular proposed project or activity, and potential waivers of such requirements.
 - (4) Complete Application. If the Village does not believe that the application is complete, the Village shall notify the applicant in writing, within 10 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.
 - (5) Notice. Within 10 days of its receipt of a complete application, the Village shall mail notice by first class mail to the last known address of the applicant, the owner of the subject lot or site, the owners of all real property located within 300 feet of said property (interested parties). Failure of any person to receive actual notice of the request shall not invalidate any action taken by the Village. Interested parties may submit written comments to the Zoning Administrator regarding the application within 20 days from the date that the written notice is mailed.
 - (6) Review. Within 90 days of its receipt of a complete application, the Village shall complete all of the following or the applicant may consider the application approved, except that the applicant and the Village may agree in writing to an extension of the 90 day period:
 - (a) Review the application to determine whether it complies with all applicable aspects of the Village's zoning, building and fire codes and, subject to the limitations in this section.
 - (b) Make a final decision whether to approve or disapprove the application.
 - (c) Notify the applicant, in writing, of its final decision.
 - (d) If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.
 - (e) The Village may hire expert consultants to review any technical information submitted with the application. Costs incurred by the Village will be billed to the applicant, except the applicant shall not be billed for any travel expenses incurred in the consultant's review of the application materials.
 - (7) The Village may deny an application if an applicant refuses to evaluate the feasibility of collocation within the applicant's search ring and provide the sworn statement described under subsection D (2) (n).

- (8) A party who is aggrieved by the final decision of the Village under subsection D (6) (b) may bring an action in the Circuit Court of Kenosha County.
 - (9) Upon completion of the project, a letter of compliance shall be submitted by the applicant to the Village Zoning Administrator to verify the work has complied with all Village conditions and was completed pursuant to the approved permit. The applicant shall also provide any updated name and contact information for the tower representative.
 - (10) If the Village has in effect an ordinance that applies to the activities described under subsection D (1) and the ordinance is inconsistent with s 66.0404 of Wisconsin State Statutes then that portion of this section does not apply to, and may not be enforced against, the activity.
- E. Class 2 collocation on existing support structures and other modifications.
- (1) Subject to the provisions and limitations of this section, the Village has enacted this section of the zoning ordinance under s. 62.23 to regulate and require the issuance of a Commercial Communication Permit for the following activities:
 - (a) A Class 2 collocation.
 - (b) Any other modifications to a mobile service facility not classified as a substantial modification.
 - (2) Complete Application. The Village follows Wis. Stats. 66.0404 (3) (b) and prefers than an applicant seeking a Commercial Communication Structure Permit to engage in any activity listed in subsection E (1) submit an application containing all of the information required under subsection D (2) and (3). If any of the required information is not in the application, the Village shall notify the applicant in writing, within 5 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.
 - (3) Review. Within 45 days of its receipt of a complete application, the Village shall complete all of the following or the applicant may consider the application approved, except that the applicant and the Village may agree in writing to an extension of the 45 day period:
 - (a) Make a final decision whether to approve or disapprove the application.
 - (b) Notify the applicant, in writing, of its final decision.
 - (c) If the application is approved, issue the applicant the relevant Commercial Communication Structure Permit.
 - (d) If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.
 - (e) The Village may hire expert consultants to review any technical information submitted with the application. Costs incurred by the Village will be billed to the application, except the applicant shall not be billed for any travel expenses incurred in the consultant's review of the application materials.
 - (4) A party who is aggrieved by the final decision of the Village under subsection E (3) (a) may bring an action in the Circuit Court of Kenosha County.

- (5) Upon completion of the project, a letter of compliance shall be submitted by the applicant to the Village Zoning Administrator to verify the work has complied with all Village conditions and was completed pursuant to the approved permit. The applicant shall also provide any updated name and contact information for the tower representative.

F. Standards for Commercial Communication Structures.

- (1) If the site is located within the Airport Overlay District, then the Commercial Communication Structure shall comply with the requirements of an Airport Overlay District Permit.
- (2) A Commercial Communication Structure is allowed in any zoning district as a permitted principal use on lots that are a minimum of 1-acre in size and having a minimum lot frontage on a public street of 100 feet.
- (3) A Commercial Communication Structure is allowed in any Institutional, Commercial, Manufacturing, PR-1 or PR-2 zoning district as a permitted accessory use provided that the lots and frontage on a public street meet the minimum lot area and frontage requirements of the underlying zoning district or 2.5 acre in size and having a minimum lot frontage on a public street of 100 feet; whichever is greater.
- (4) A Commercial Communication Structure is allowed in any Agricultural, Institutional, Commercial, Manufacturing, PR-1 or PR-2 zoning district as a permitted accessory use if it is or when it is mounted on a principal building.
- (5) All new freestanding mobile support structures constructed after January 1, 2014 shall be separated by a minimum of 2,640 feet, except where
 - (a) collocation is not possible on the existing freestanding mobile support structure that would be within 2,640 feet of the new freestanding mobile support structure or
 - (b) the proposed new freestanding mobile support structure is a camouflaged mobile service support structure, as defined in Subsection (B)(5).

In addition, existing freestanding mobile support structures constructed before January 1, 2014 may be reconstructed on the same site without meeting the 2,640 separation distance requirement.

- (6) Setbacks and height requirements. The height of any commercial communication structure is measured from the base of the structure at grade to its highest point, including any associated aerials, projections or other attached apparatus. The setback distance shall be measured from the furthest extent of the tower, its aerials, guy wire anchor locations or other equipment or from the foundation of a building.
 - (a) If located within any Institutional, Commercial or Manufacturing zoning district then the setback of any building/structure/equipment associated with a commercial communication structure shall meet the minimum setback requirements specified in the specific zoning district in which it is being located.
 - (b) If located in any Residential, Park and Recreational or Agricultural zoning district then the setback of any building/structure/equipment associated with a commercial communication structure shall comply

with the setback requirements specified in the B-1, Neighborhood Business District.

- (c) Antennas, whips, panels, or satellite and/or digital dishes attached to an existing building shall not exceed the height allowed in the underlying zoning district.
 - (d) Antennas, whips, panels, or satellite and/or digital dishes attached to an existing structure, such as water towers, transmission towers, silos or other utility poles, shall not extend more than 20 feet above the existing height of said structure.
 - (e) Any building/structure/equipment associated with a commercial communication structure shall not be located within the 100-year floodplain.
 - (f) If an applicant provides the Village with an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the setback or fall zone area required in this subsection, then the required setback shall be reduced unless the Village provides the applicant with substantial evidence that the engineering certification is flawed.
- (7) Support structures shall be designed, engineered and constructed to handle multiple carriers.
 - (8) The building within the equipment compound shall be designed to complement with existing architecture in the area and the fenced equipment compound shall be landscaped with mature foundation plants designed to enhance the facility. Any equipment allowed to be located outside the building within the equipment compound shall be screened from sight by mature landscaping and shall be located or designed to minimize their visibility.
 - (9) Equipment compounds are required to be surrounded with a six (6) foot high, vinyl coated, chain-link fence pursuant to the requirements of Article XI of this chapter, unless otherwise approved by the Zoning Administrator.
 - (10) All equipment at the base of the tower, except a backup generator, is required to be located within a building that complies with the standards set forth in Section 420-57 H of this chapter.
 - (11) If required to be lit, red or white lights shall be non-flashing and non-pulsating, unless a different style of lighting is required by the Wisconsin Division of Aeronautics or the Federal Aviation Administration.
 - (12) Backup generators if present, shall be operated only during power outages and for testing and maintenance purposes, shall be located within the equipment enclosure and screened from public view.
 - (13) The Village does not warrant any communication structure against design or structural failure. The Village does not certify that the design is adequate for any tower and the Village hereby accepts no liability through the issuance of a commercial communication permit.
 - (14) Commercial Communication Structures shall not interfere with or obstruct existing or proposed public safety, fire protection or Supervisory Controlled Automated Data Acquisition (SCADA) operation telecommunication facilities.

Any actual interference and/or obstruction shall be corrected by the applicant at no cost to the Village.

- G. Limitations. With regard to an activity described in subsection D (1) or subsection E (1), the Village may not do any of the following:
- (1) Impose environmental testing, sampling, or monitoring requirements, or other compliance measures for radio frequency emissions, on mobile service facilities or mobile radio service providers.
 - (2) Enact an ordinance imposing a moratorium on the permitting, construction, or approval of any such activities.
 - (3) Enact an ordinance prohibiting the placement of a mobile service support structure in particular locations within the Village
 - (4) Charge a mobile radio service provider any recurring fee for an activity described in subsection D (1) or subsection E (1).
 - (5) Disapprove an application to conduct an activity described under subsection D (1) or subsection E (1) based solely on aesthetic concerns.
 - (6) Enact or enforce an ordinance related to radio frequency signal strength or the adequacy of mobile service quality.
 - (7) Prohibit the placement of emergency power systems.
 - (8) Require that a mobile service support structure be placed on property owned by the Village.
 - (9) Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting.
 - (10) Condition approval of such activities on the agreement of the structure or mobile service facility owner to provide space on or near the structure for the use of or by the Village at less than the market rate, or to provide the Village other services via the structure or facilities at less than the market rate.
 - (11) Limit the duration of any Commercial Communication Structure Permit that is granted.
 - (12) Require an applicant to construct a distributed antenna system instead of either constructing a new mobile service support structure or engaging in collocation.
 - (13) Require that a mobile service support structure, existing structure, or mobile service facilities have or be connected to backup battery power.
 - (14) Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the Village in connection with the Village's exercise of its authority to approve the application.
 - (15) Condition the approval of an application on, or otherwise require, the applicant's agreement to permit the Village to place at or collocate with the applicant's support structure any mobile service facilities provided or operated by, whether in whole or in part, the Village or an entity in which the Village has a governance, competitive, economic, financial or other interest.
- H. Abandonment, removal and security for removal.
- (1) Abandonment. Any commercial communication structure that is not operated for a continuous period of 12 months shall be considered abandoned. Time

may be extended upon review and approval of the Zoning Administrator, if the tower owner demonstrates a good faith effort to secure new tenants. In such circumstances, the following shall apply:

- (a) The owner of such mobile service support structure and facility shall remove such within 90 days of receipt of notice from the Zoning Administrator notifying the owner of such abandonment.
- (b) If removal to the satisfaction of the Village does not occur within 90 days, the Village may order removal utilizing the established security for removal as provided below and salvage.
- (c) If there are two or more users of a single tower, then this provision shall not become effective until all operation of the tower cease. The owner shall notify the Zoning Administrator when the facility is no longer in operation.

(2) Removal. It is the express policy of the Village and this section that commercial communication structures be removed once they are no longer in use and not a functional part of providing service and that it is the mobile service support structure owners responsibility to remove such structure(s) and restore the site to its original condition or a condition approved by the Zoning Administrator. This restoration shall include the removal of any subsurface structure or foundation including concrete used to support the structure down to 10 feet below the surface. After a communication structure is no longer in operation, the tower owner shall have 90 days to effect removal and restoration unless weather prohibits such efforts. The commercial communication structure owner shall record a document with the Kenosha County Register of Deeds showing the existence of any subsurface structure remaining below grade. Such recording shall accurately set forth the location and describe the remaining structure. A copy of the recorded document shall be provided to the Village.

(3) Security for removal. The owner of the commercial communication structure shall provide to the Village, prior to issuance of a commercial communication structure permit, a performance bond in the amount of \$20,000.00 or a bond equal to a written estimate from a qualified tower removal contractor to guarantee throughout the life of the structure that the structure will be removed when no longer in operation. The Village will be named as the obligee in the bond and must approve the bonding company.

I. Severability. If any provision of this section or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or its applications of this section that can be given effect without the invalid provision or application, and to this end the provision of this section are severable.

4. **To create Section 420-102 B (26) related to commercial communication structures in the A-2 District to read as follows:**

(26) Commercial Communication Structures (as a principal or accessory use per § 420-89)

5. **To create Section 420-103 B (7) related to commercial communication structures in the A-3 District to read as follows:**

(7) Commercial Communication Structures (as a principal or accessory use per § 420-89)

6. **To create Section 420-105 B (1) (e) related to commercial communication structures in the R-1 District to read as follows:**
 - (e) Commercial Communication Structures (per § 420-89)
7. **To create Section 420-106 B (1) (e) related to commercial communication structures in the R-2 District to read as follows:**
 - (e) Commercial Communication Structures (per § 420-89)
8. **To create Section 420-107 B (1) (e) related to commercial communication structures in the R-3 District to read as follows:**
 - (e) Commercial Communication Structures (per § 420-89)
9. **To create Section 420-108 B (1) (e) related to commercial communication structures in the R-4 District to read as follows:**
 - (e) Commercial Communication Structures (per § 420-89)
10. **To create Section 420-109 B (1) (e) related to commercial communication structures in the R-4.5 District to read as follows:**
 - (e) Commercial Communication Structures (per § 420-89)
11. **To create Section 420-110 B (1) (e) related to commercial communication structures in the R-5 District to read as follows:**
 - (e) Commercial Communication Structures (per § 420-89)
12. **To create Section 420-111 B (1) (e) related to commercial communication structures in the R-6 District to read as follows:**
 - (e) Commercial Communication Structures (per § 420-89)
13. **To create Section 420-112 B (1) (b) related to commercial communication structures in the R-7 District to read as follows:**
 - (b) Commercial Communication Structures (per § 420-89)
14. **To create Section 420-113 B (1) (b) related to commercial communication structures in the R-8 District to read as follows:**
 - (b) Commercial Communication Structures (per § 420-89)
15. **To create Section 420-114 B (1) (b) related to commercial communication structures in the R-9 District to read as follows:**
 - (b) Commercial Communication Structures (per § 420-89)
16. **To create Section 420-115 B (1) (b) related to commercial communication structures in the R-10 District to read as follows:**
 - (b) Commercial Communication Structures (per § 420-89)
17. **To create Section 420-116 B (1) (b) related to commercial communication structures in the R-11 District to read as follows:**
 - (b) Commercial Communication Structures (per § 420-89)
18. **To create Section 420-117 B (1) (d) related to commercial communication structures in the R-12 District to read as follows:**
 - (e) Commercial Communication Structures (per § 420-89)

19. **To create Section 420-118 B (4) related to commercial communication structures in the B-1 District to read as follows:**
- (4) Commercial Communication Structures (as a principal or accessory use per § 420-89)
20. **To amend Section 420-118 D (2) related to commercial communication structures in the B-1 District to read as follows:**
- (2) Miscellaneous uses. The following miscellaneous uses may be permitted as conditional uses in the B-1 District:
 - ~~(a) Commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal building.~~
 - (b) Electric power substation or gas metering substation (only as a principal use on its own lot).
 - ~~(c) Freestanding commercial communication structure (only as a principal use on its own lot).~~
 - (d) Transmission line (electric power or natural gas).
 - (e) Utility substation building (only as a principal use on its own lot).
21. **To create Section 420-119 B (4) related to commercial communication structures in the B-2 District to read as follows:**
- (4) Commercial Communication Structures (as a principal or accessory use per § 420-89)
22. **To amend Section 420-119 D (3) related to commercial communication structures in the B-2 District to read as follows:**
- (3) Miscellaneous uses. The following miscellaneous uses may be permitted as conditional uses in the B-2 District:
 - ~~(a) Commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal building.~~
 - (b) Electric power substation or gas metering substation (only as a principal use on its own lot).
 - ~~(c) Freestanding commercial communication structure (only as a principal use on its own lot).~~
 - (d) Transmission line (electric power or natural gas).
 - (e) Utility substation building (only as a principal use on its own lot).
23. **To create Section 420-120 B (3) related to commercial communication structures in the B-3 District to read as follows:**
- (3) Commercial Communication Structures (as a principal or accessory use per § 420-89)
24. **To amend Section 420-120 D (3) related to commercial communication structures in the B-3 District to read as follows:**
- (3) Miscellaneous uses. The following miscellaneous uses may be permitted as conditional uses in the B-3 District:

- ~~(a) Commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal building.~~
- (b) Electric power substation or gas metering substation (only as a principal use on its own lot).
- ~~(c) Freestanding commercial communication structure (only as a principal use on its own lot).~~
- (d) Transmission line (electric power or natural gas).
- (e) Utility substation building (only as a principal use on its own lot).

25. **To create Section 420-121 B (3) related to commercial communication structures in the B-4 District to read as follows:**

- (3) Commercial Communication Structures (as a principal or accessory use per § 420-89)

26. **To amend Section 420-121 C (2) related to commercial communication structures in the B-4 District to read as follows:**

- (2) Miscellaneous uses. The following miscellaneous uses may be permitted as conditional uses in the B-4 District:

- ~~(a) Commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal building (as either a principal use or an accessory use).~~
- (b) Restaurants or gasoline stations open to the public during hours not routinely allowed pursuant to Subsection J(1) below.
- (c) Electric power substation or gas metering substation.
- ~~(d) Freestanding commercial communication structure (only as a principal use on its own parcel).~~
- (e) Transmission line (electric power or natural gas).
- (f) Utility substation building (only as a principal use on its own parcel).

27. **To create Section 420-122 B (3) related to commercial communication structures in the B-5 District to read as follows:**

- (3) Commercial Communication Structures (as a principal or accessory use per § 420-89)

28. **To amend Section 420-122 D (1) related to commercial communication structures in the B-5 District to read as follows:**

- (1) Principal uses:

- ~~(a) Commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal office building.~~
- (b) Electric power substation or gas metering substation (only as a principal use on its own lot).
- ~~(c) Freestanding commercial communication structure (only as a principal use on its own lot).~~
- (d) Transmission line (electric power or natural gas).

(e) Utility substation building (only as a principal use on its own lot).

29. **To delete Section 420-122 D (2) (a) related to commercial communication structures in the B-5 District:**

(a) ~~Commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal office building.~~

30. **To create Section 420-123 B (7) related to commercial communication structures in the M-1 District to read as follows:**

(7) Commercial Communication Structures (as a principal or accessory use per § 420-89)

31. **To delete Section 420-123 D (2) (a) and (c) related to commercial communication structures in the M-1 District:**

~~(a) Commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal building (as either a principal use or an accessory use).~~

~~(c) Freestanding commercial communication structure (only as a principal use on its own lot).~~

32. **To delete Section 420-124 D (4) (a) and (c) related to commercial communication structures in the M-2 District:**

~~(a) Commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal building (as either a principal use or an accessory use).~~

~~(c) Freestanding commercial communication structure (only as a principal use on its own lot).~~

33. **To amend Section 420-125 B related to commercial communication structures in the M-3 District to read as follows:**

B. Principal uses. ~~No principal uses shall be permitted in the M-3 Mineral Extraction and Landfill District, and all uses within this district shall be conditional uses.~~

(1) Commercial Communication Structures (as a principal or accessory use per § 420-89)

34. **To create Section 420-125.1 B (3) related to commercial communication structures in the M-4 District to read as follows:**

(3) Commercial Communication Structures (as a principal or accessory use per § 420-89)

35. **To delete Section 420-125.1 D (1) related to commercial communication structures in the M-4 District**

~~(1) Commercial communication antennas, whips, panels or other similar transmission or reception devices mounted on a principal building (as either a principal use or an accessory use).~~

36. **To create Section 420-125.2 B (3) related to commercial communication structures in the M-5 District to read as follows:**
- (3) Commercial Communication Structures (as a principal or accessory use per § 420-89)
37. **To delete Section 420-125.2 E (3) (a) and (c) related to commercial communication structures in the M-5 District:**
- ~~(a) Commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal building (as either a principal use or an accessory use).~~
- ~~(c) Freestanding commercial communication structure (only as a principal use on its own lot).~~
38. **To create Section 420-126 B (18) related to commercial communication structures in the I-1 District to read as follows:**
- (18) Commercial Communication Structures (as a principal or accessory use per § 420-89)
39. **To delete Section 420-126 D (21) (a) and (c) related to commercial communication structures in the I-1 District:**
- ~~(a) Commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal building.~~
- ~~(c) Freestanding commercial communication structure.~~
40. **To create Section 420-127 B (4) related to commercial communication structures in the PR-1 District to read as follows:**
- (4) Commercial Communication Structures (per § 420-89)
41. **To create Section 420-127.1 B (8) related to commercial communication structures in the PR-2 District to read as follows:**
- (8) Commercial Communication Structures (as a principal or accessory use per § 420-89)
42. **To delete Section 420-127.1 D (5) related to commercial communication structures in the PR-2 District:**
- (5) ~~Commercial communication structures~~
43. **To create Section 420-127.2 B (12) related to commercial communication structures in the PR-3 District to read as follows:**
- (12) Commercial Communication Structures (as a principal or accessory use per § 420-89)
44. **To delete Section 420-127.2 D (2) related to commercial communication structures in the PR-3 District:**
- ~~(2) Commercial communication structures~~

45. **To create Section 420-128 D (5) related to commercial communication structures in the C-1 District to read as follows:**
- (5) Commercial Communication Structures (per § 420-89) unless otherwise prohibited by law, provided that the activity does not involve filling, flooding, draining, dredging, ditching, tilling or excavation.
46. **To create Section 420-129 B (7) related to commercial communication structures in the C-2 District to read as follows:**
- (7) Commercial Communication Structures (per § 420-89)
47. **To amend Section 420-130 D related to commercial communication structures in the C-3 District to read as follows:**
- D. Principal uses. ~~The maintenance, repair and replacement of, or addition to, existing residential dwellings existing at the effective date of this chapter, provided that any addition or modification meets all setback requirements.~~
- (1) Commercial Communication Structures (per § 420-89) unless otherwise prohibited by law, provided that the activity does not involve filling, flooding, draining, dredging, ditching, tilling or excavation.
48. **To delete Section 420-148 B (17) and (17.1) related to conditional use standards for Commercial Communication Structures:**
- ~~(17) Commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal building (as either a principal use or an accessory use) in the M-1, M-2, B-1, B-2, B-3, B-4 or B-5 District shall comply with the applicable requirements of § 420-89 of this chapter.~~
- ~~(17.1) Commercial communication structures (as either a principal use or an accessory use) in the M-1, M-2, I-1, PR-2 and PR-3 Districts shall comply with the applicable requirements of § 420-89 of this chapter.~~
49. **To delete the definition of "Commercial Communication Structures" as listed in Section 420-152**
- ~~COMMERCIAL COMMUNICATION STRUCTURES Commercial radio transmission, receiving or relay towers and/or antennas, including, without limitation, cellular telephone towers, emergency communication towers, satellite and/or digital dishes and any associated equipment and buildings.~~

Adopted this 7th day of April, 2014.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

08-commercial comm



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff/Village Administrator

CC: Jane Romanowski/Village Clerk
John Steinbrink/Public Works Director

FROM: Mike Spence/Village Engineer

DATE: April 2, 2014

SUBJ: Professional Services Agreement-Clark Dietz
Field Survey, Design and Construction Related Services for the Lakeview (88th
Avenue) Sanitary Sewer Project

There are a number of improvements that have been identified for the Village's sewer system as part of the approved TID #2 Amendment 5.

This improvement is for the design of a new 18 inch sanitary sewer to convey flows from future Niagara Bottling facility in Lakeview Corporate north to an existing sanitary sewer on the east side of 88th Avenue. This new sewer will ultimately improve the qualitative flow profile for wastewater and the operational capabilities of the existing Lakeview Lift Station on 88th Avenue. It will be located within or adjacent to the CTH H (88th Avenue) right-of-way and will be approximately 3,000 feet in length.

A proposal was requested from Clark Dietz, Inc. to provide the following services:

- Sanitary sewer design;
- Prepare easement acquisition documents;
- Prepare plan and specifications;
- Project bidding;
- Construction related services.

The fee for these services is;

- \$35,300 for design;
- \$39,750 for construction related services.
- Total Not to Exceed fee of: \$79,050

Clark Dietz is qualified and has successfully provided these services on other projects for the Village and is able to meet our completion schedule for this project. I recommend that the contract be awarded and executed with Clark Dietz, Inc. to perform these services.

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Hidden Valley Field Survey and Base Map

This Agreement is by and between

The Village of Pleasant Prairie ("Client")

9915 39th Avenue
Pleasant Prairie, WI 53158

and

Clark Dietz, Inc. ("Clark Dietz")

759 North Milwaukee Street, Suite 624
Milwaukee WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Name: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By: 
Mustafa Z. Emir, Ph.D., P.E.

Title: Vice - President

Date: 4.1.2014

**PART I
SERVICES BY CLARK DIETZ**

A. Project Description

The Client is retaining Clark Dietz to provide field survey and base mapping services associated with sanitary sewers to be designed and engineered by Client's engineering staff.

B. Scope

Clark Dietz will perform the **Project** as described below:

TASK 1 - TOPOGRAPHIC SURVEY

- Topo sewer alignment.
- Establish lot lines and section corners

TASK 2 – BASE MAPPING

- Create base map and set up sheets for sewer design by Client.

TASK 3 – EASEMENT DOCUMENTS

- Create legal description for easement acquisition at 2 properties

TASK 4 – DESIGN AND DRAFTING ASSISTANCE

- Provide drafting and sewer design assistance as requested by Client.

C. Schedule

Services will be provided according to a mutually agreed schedule as requested by the Client.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.
2. This agreement does not include the preparation of assessment rolls or schedules.
3. This agreement does not include geotechnical investigations.

4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. The Reports and Drawings for this project will be provided to Client in printed and digital format.
2. Reports will be provided in MS Office and Adobe Acrobat format.
3. Drawings will be provided (if requested by the Client) in AutoCAD format.

**PART II
CLIENT'S RESPONSIBILITIES**

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

A. Information/Reports

Provide Clark Dietz with reports, studies, as-built information, design information, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Matt Fineour, PE, Assistant Village Engineer.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III
COMPENSATION**

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$8,600.00 consisting of the following amounts:

- 1) Tasks 1 & 2: \$4,800.00 for field survey, topo mapping and base map preparation
- 2) Task 3: \$1,800.00 for the preparation of legal descriptions and exhibits for the acquisition of easements at two properties along the project alignment.
- 3) Task 4: An allowance of \$2,000.00 for anticipated design and drafting assistance during design.

The Compensation amount of \$8,600.00 shall include the following:

- (i) Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
- (ii) Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV
EQUAL EMPLOYMENT OPPORTUNITY**

WISCONSIN CLAUSE

In connection with the performance of work under this contract, Clark Dietz (hereinafter referred to as the "Consultant") agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
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10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
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PART V
STANDARD TERMS AND CONDITIONS

Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

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20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

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

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

2014

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Engineer 8	180.00
Engineer 7	170.00
Engineer 6	160.00
Engineer 5	140.00
Engineer 4	125.00
Engineer 3	110.00
Engineer 1 & 2	95.00
Technician 5	120.00
Technician 4	110.00
Technician 3	95.00
Technician 2	75.00
Technician 1	65.00
Clerical	70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and sub-consultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

2014

Vehicles		
Autos		\$0.51/mile
Field Vehicles		\$60.00/day or \$0.51/mile (per agreement)
Survey Van		\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment		\$20.00/hour
GPS Survey Equipment		\$30.00/hour
Nuclear Soils Compaction Gauge		\$50.00/day
CADD Usage		\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")		\$0.10/copy
Color Copies* (8.5"x11")		\$0.50/copy
Color Copies* (11"x17")		\$1.50/copy
Large Format Plotting and/or Copying*		
(12"x18")		\$0.50/sheet
(22"x34" or 24"x36")		\$1.75/sheet
(30"x42")		\$2.50/sheet
(36"x48")		\$3.00/sheet
Large Format Scanning*		
(12"x18")		\$.30/sheet
(22"x34" or 24"x36")		\$1.00/sheet
(30"x42")		\$1.50/sheet
(36"x48")		\$2.00/sheet
Hotels & Motels	}	At Cost
Meals		
Federal Express & UPS		
Public Transportation		
Film and Development		
Supplies		

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and sub-consultants will be billed at 110% of actual costs to cover handling and administrative expenses.



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff/Village Administrator

CC: Jane Romanowski/Village Clerk
John Steinbrink/Public Works Director

FROM: Mike Spence/Village Engineer

DATE: April 2, 2014

SUBJ: Professional Services Agreement-Clark Dietz
Field Survey, Design and Construction Related Services for the Lakeview (88th
Avenue) Sanitary Sewer Project

There are a number of improvements that have been identified for the Village's sewer system as part of the approved TID #2 Amendment 5.

This improvement is for the design of a new 18 inch sanitary sewer to convey flows from future Niagara Bottling facility in Lakeview Corporate north to an existing sanitary sewer on the east side of 88th Avenue. This new sewer will ultimately improve the qualitative flow profile for wastewater and the operational capabilities of the existing Lakeview Lift Station on 88th Avenue. It will be located within or adjacent to the CTH H (88th Avenue) right-of-way and will be approximately 3,000 feet in length.

A proposal was requested from Clark Dietz, Inc. to provide the following services:

- Sanitary sewer design;
- Prepare easement acquisition documents;
- Prepare plan and specifications;
- Project bidding;
- Construction related services.

The fee for these services is;

- \$35,300 for design;
- \$39,750 for construction related services.
- Total Not to Exceed fee of: \$79,050

Clark Dietz is qualified and has successfully provided these services on other projects for the Village and is able to meet our completion schedule for this project. I recommend that the contract be awarded and executed with Clark Dietz, Inc. to perform these services.

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

88th Avenue Sewer Extension Design and Construction Services

This Agreement is by and between

The Village of Pleasant Prairie ("Client")

9915 39th Avenue
Pleasant Prairie, WI 53158

and

Clark Dietz, Inc. ("Clark Dietz")

759 North Milwaukee Street, Suite 624
Milwaukee WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

Agreed to by Clark Dietz

By: _____

By:  _____
Mustafa Z. Emir, Ph.D., P.E.

Name: _____

Title: Vice - President _____

Title: _____

Date: 4.1.2014 _____

Date: _____

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Client is retaining Clark Dietz to provide design, bidding, and construction related services for 88th Avenue Sanitary Sewer Extension, from STH 165 to Lot 75 Lakeview Corporate Park.

Project components are:

1. Sanitary sewer design
2. Preparation of documents related to easement acquisition
3. Plans and Specifications
4. Project Bidding
5. Construction inspection

The new sewer main is anticipated to be located within the CTH "H" right-of-way. The proposed sewer is approximately 3,000 linear feet in length and is intended to serve lot 75 of the Lakeview Industrial Park. The new sewer will also require the upsizing of an existing sewer lead under STH 165 in coordination with development plans for Lot 75.

B. Scope

Clark Dietz will perform the **Project** as described below:

TASK 1 - Design and Bidding

- A) Perform surface field survey and field investigation (Base Design Survey) for the preparation of plan and specifications.
- B) Prepare construction plans, specifications, bidding documents, and an opinion of construction cost for the work.
- C) Submit plans and specifications to the Village for review and approval and assist Village in obtaining approval from the following government agencies.
 - (1) Wisconsin Department of Transportation – (To Construct and Operate Utility Facilities on Highway Right-of-Way)
 - (2) Kenosha County – (Work in the right-of-way permit)
 - (3) Wisconsin Department of Natural Resources – (Sanitary sewer extension approval).
 - (4) Southeastern Wisconsin Regional Plan Commission – (Sanitary sewer extension approval).

Note: Village will submit plans to the Kenosha Water / Wastewater Utility for their system level review.
- D) Prepare easement metes and bound legal descriptions and exhibits and assist Village in preparing any necessary maps, or other surveys needed for easement acquisitions.
- E) Assist Village in obtaining construction bids, analyze the bids received, and prepare a recommendation to the Village for the award of the construction contract.

TASK 2 - Construction Related Services

- A) Provide construction related services following the award of contract by the Village and during the course of construction including but not limited to the following:
 - (1) Conduct a preconstruction meeting.
 - (2) Construction contract administration.
 - (3) General project coordination.
 - (4) Facilitation of progress meetings.
 - (5) Construction management to determine if work is proceeding and being completed in accordance with the contract documents.
 - (6) Review the Contractor's application for payment and make recommendation of payment to the Village.
 - (7) Prepare and submit to the Village construction record drawings and electronic as-built survey of the public improvements.
 - (8) Provide written correspondence to the Village regarding recommendation of acceptance of work, certifying that the work was observed to be completed in accordance with plans and specifications, and all testing and inspections were completed and approved.

- B) Provide construction staking to include but not limited to the following:
 - (1) Establish project survey control for the construction staking.
 - (2) Locate existing property monumentation, record monumentation location data, and re-establish monumentation post construction.
 - (3) Perform construction staking services.

- C) Provide Construction Inspection to include but not limited to the following:
 - (1) Provide full time inspection during the installation of utilities.
 - (2) Take and create detailed construction observation notes and inspection logs.
 - (3) Create, distribute, and follow up on punch list items.
 - (4) Keep close communication with the Village representatives as to the progress, adequacy of work, problems, or other pertinent information related to the construction.
 - (5) Keep a record of the construction quantities of work which will serve as the basis for payment reviews.
 - (6) Provide an electronic copy of all inspection logs to the Village upon completion of the project.

C. Schedule

Services will be provided according to a mutually agreed schedule as requested by the Client.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.
2. This agreement does not include the preparation of assessment rolls or schedules.
3. This agreement does not include geotechnical investigations.
4. This agreement does not include easement acquisition appraisals or acquisition negotiations with the affected property owners.
5. All permit fees will be paid by the Client.
6. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
7. No Federal permits are anticipated for this project.
8. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
9. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. The Specifications, Reports and Drawings for this project will be provided to Client in printed and digital format.
2. Reports will be provided in MS Office and Adobe Acrobat format.
3. Drawings will be provided (if requested by the Client) in PDF or DWG format.

PART II
CLIENT'S RESPONSIBILITIES

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

A. Information/Reports

Provide Clark Dietz with reports, studies, as-built information, design information, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Michael Spence, PE, Village Engineer.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III
COMPENSATION**

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed **\$35,300.00 for Design and Bidding Services and \$39,750.00 for Construction Related Services for a total not to exceed fee of \$75,050.00**, and shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records
Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

WISCONSIN CLAUSE

In connection with the performance of work under this contract, Clark Dietz (hereinafter referred to as the "Consultant") agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

PART V
STANDARD TERMS AND CONDITIONS

Page 1 of 2

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PART V
STANDARD TERMS AND CONDITIONS

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- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
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22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

2014

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Engineer 8	180.00
Engineer 7	170.00
Engineer 6 – Mustafa Emir	160.00
Engineer 5	140.00
Engineer 4 – Dinae Thoune	125.00
Engineer 3 – Emily Schneider. Tom Foley	110.00
Engineer 1 & 2	95.00
Technician 5	120.00
Technician 4 – Andy Torola	110.00
Technician 3 – Jeff Nipple	95.00
Technician 2	75.00
Technician 1	65.00
Clerical	70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and sub-consultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

2014

Vehicles		
Autos		\$0.51/mile
Field Vehicles		\$60.00/day or \$0.51/mile (per agreement)
Survey Van		\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment		\$20.00/hour
GPS Survey Equipment		\$30.00/hour
Nuclear Soils Compaction Gauge		\$50.00/day
CADD Usage		\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")		\$0.10/copy
Color Copies* (8.5"x11")		\$0.50/copy
Color Copies* (11"x17")		\$1.50/copy
Large Format Plotting and/or Copying*		
(12"x18")		\$0.50/sheet
(22"x34" or 24"x36")		\$1.75/sheet
(30"x42")		\$2.50/sheet
(36"x48")		\$3.00/sheet
Large Format Scanning*		
(12"x18")		\$.30/sheet
(22"x34" or 24"x36")		\$1.00/sheet
(30"x42")		\$1.50/sheet
(36"x48")		\$2.00/sheet
Hotels & Motels	}	At Cost
Meals		
Federal Express & UPS		
Public Transportation		
Film and Development		
Supplies		

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and sub-consultants will be billed at 110% of actual costs to cover handling and administrative expenses.



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff/Village Administrator

CC: Jane Romanowski/Village Clerk
John Steinbrink/Public Works Director

FROM: Mike Spence/Village Engineer

DATE: April 2, 2014

SUBJ: Professional Services Agreement Amendment to Riverview Corporate Park Roadway and Utilities Project for Field Survey and Design for Water Main Improvements.

There are a number of improvements that have been identified for the Village's water system as part of the approved TID #2 Amendment 5.

This additional scope of work includes the design of new water mains to provide service and pressure improvements on the west side of the Village's water system as follows:

- Water main along the East Frontage Road south of 108th Street to the south line of Premium Outlets and in easements between the East Frontage Road and 116th Avenue. Also, a new I-94 water main crossing between the East and West Frontage Roads;
- Water main beginning at the existing water tower site at the intersection of 114th Avenue and 108th Street; thence westerly in easements adjacent to the north right-of-way line of 108th Street to the I-94 East Frontage Road (120th Avenue); thence continue west, under I-94 to a point between westerly edge of pavement of the I-94 West Frontage Road (120th Avenue) and the west right-of-way line of the I-94 corridor; thence north and under the I-94 West Frontage Road (120th Avenue) as the road turns to the northwest; thence northwesterly in easements adjacent to the northeasterly right-of-line of the I-94 West Frontage Road (120th Avenue) to 104th Street (CTH Q); thence north under 104th Street (CTH Q) to a point between the north edge of pavement for 104th Street (CTH Q) and the north right-of-way line of 104th Street (CTH Q); thence west within the 104th Street (CTH Q) right-of-way to a point approximately 300' west of the west line of the U-Line warehouse building; thence south under 104th Street (CTH Q) to the south right-of-way line of 104th Street (CTH Q) and the point of termination.
- Assist the Village in obtaining construction bids for the aforementioned water main construction, separate from the 116th Avenue Roadway and Utilities section, analyze the



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® A

bids received, and prepare a recommendation to the Client for award of the construction contract. Furnish 30 sets of plans and specifications for bidding and construction.

The hourly not-to-exceed fee for these services is \$83,550. GAI Inc. is qualified and has successfully provided these services on other projects for the Village. I recommend that the contract amendment be executed with GAI, Inc. to perform these services.

AMENDMENT NO. 1
TO THE
AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
FOR
RIVERVIEW CORPORATE PARK ROADWAY & UTILITIES
(A.K.A. 116th AVENUE ROADWAY AND UTILITIES)
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

THIS AGREEMENT, made and entered into by and between the Village of Pleasant Prairie, Kenosha County, Wisconsin, a municipal corporation, hereinafter referred to as the “Client” and GAI Consultants, a corporation, hereinafter referred to as “GAI”.

WITNESSETH:

WHEREAS, the Client proposes to amend the scope of the Riverview Corporate Park Roadway and Utilities Project (a.k.a. 116th Avenue Roadway and Utilities), hereinafter referred to as the “Project”, which was entered into by an agreement dated May 20, 2013. The amended scope is described in Article I below.

NOW, THEREFORE, in consideration of the premises, covenants, agreements, and payments hereinafter mentioned, the Client and GAI hereby mutually agree as follows:

ARTICLE I - DESCRIPTION OF PROJECT

1. Delete the following paragraph:
 - Site grading plan for approximately 36 acres east of 116th Avenue roadway extension.

2. Add the following paragraphs:
 - Water main, as shown on the attached exhibit A, along the East Frontage Road south of 108th Street to the south line of Premium Outlets and in easements between the East Frontage Road and 116th Avenue. Also, a new I-94 water main crossing between the East and West Frontage Roads.

 - Water main, as attached to exhibit B, beginning at the existing water tower site at the intersection of 114th Avenue and 108th Street; thence westerly in easements adjacent to the north right-of-way line of 108th Street to the I-94 East Frontage Road (120th Avenue); thence continue west, under I-94 to a point between westerly edge of pavement of the I-94 West Frontage Road (120th Avenue) and the west right-of-way line of the I-94 corridor; thence north and under the I-94 West Frontage Road (120th

Avenue) as the road turns to the northwest; thence northwesterly in easements adjacent to the northeasterly right-of-line of the I-94 West Frontage Road (120th Avenue) to 104th Street (CTH Q); thence north under 104th Street (CTH Q) to a point between the north edge of pavement for 104th Street (CTH Q) and the north right-of-way line of 104th Street (CTH Q); thence west within the 104th Street (CTH Q) right-of-way to a point approximately 300' west of the west line of the U-Line warehouse building; thence south under 104th Street (CTH Q) to the south right-of-way line of 104th Street (CTH Q) and the point of termination.

- Assist the Client in obtaining construction bids for the aforementioned water main construction, separate from the 116th Avenue Roadway and Utilities section, analyze the bids received, and prepare a recommendation to the Client for award of the construction contract. Furnish 30 sets of plans and specifications for bidding and construction.

ARTICLE II - PROFESSIONAL CONSULTING SERVICES TO BE PERFORMED BY GAI

1. Delete Sections A.5(1) Compensatory Storage and A.5(2) Floodplain Boundary Adjustments.
2. Delete Section A.6 Certified Survey Map.
3. Delete Section A.7 Site Grading Plan.
4. Delete Paragraph 3.a.(4) Floodplain Modifications.
5. Add the following paragraphs:
 - Perform wetland delineation of the wetlands and wetland indicator soils areas as shown on the DNR's web mapping site along both of the proposed water main routes. GAI will submit the wetland delineation reports to State and Federal agencies for concurrence. If the delineation confirms the necessity for permitting, GAI will assist the Client with obtaining approvals from the DNR and ACOE.
6. Add the following paragraph:
 - Assist the Village with TIF improvement estimates and exhibits.



Office of the Director of Public Works
John Steinbrink Jr., P.E.

To: Michael Pollocoff
From: John Steinbrink, Jr.
Subject: Cooper Road Sewer Rehabilitation
Date: April 7, 2014

The Pleasant Prairie Sewer Utility is planning the third phase of the multi-year rehabilitation project for the Cooper Road Sewer drainage basin. The area is generally located north of 85th to 76th St along Cooper Road West to 56th Ave. This year will include relining sections of sanitary sewer mains on 79th, 81st, 82nd and 84th Streets along with a section along 54th Ave. Please see the attached map.

The sewer was constructed in around 1950's and consists of 2.4 miles of clay sewer main and 222 six inch clay laterals. The area has been subject to sewer backups and high sewer flows. During rain events the flow will increase ten times higher than in dry conditions. The suspected causes of these high flows are infiltration of groundwater into sewer mains and laterals and illegal sump pump connections.

On Friday, March 21st, three bids were received for the installation of approximately 2,560 feet of sewer main lining and rehabilitation for 181 vertical feet of sanitary manhole.

Visu-Sewer, Inc.	\$ 116,934
Terra Engineering and Construction	\$ 129,258
Michels Corporation	\$ 141,269

The approved 2014 Sewer Utility Capital Budget for this rehabilitation project is \$133,300.

Visu-Sewer has completed this sanitary sewer relining for Pleasant Prairie in the past. Pipe relining has become a popular rehabilitation method. A new liner is pulled into the existing sewer main or lateral and cured into place. This is the most cost effective method and is recommended for this project.

I recommend a contract be awarded to Visu-Sewer Inc. for sanitary sewer lining services and manhole rehabilitation in phase three of the Cooper Road Sewer Rehabilitation project not to exceed \$116,934.



March 28, 2014

John Steinbrink Jr.
Director of Public Works
Village of Pleasant Prairie
Roger Prange Municipal Bldg.
8600 Green Bay Rd.
Pleasant Prairie, WI 53158-2015

Re: 2014 Sanitary Sewer Rehabilitation Program

Dear Mr. Steinbrink:

Clark Dietz, Inc. has reviewed the three (3) submitted bids for the above noted project and has concluded that all bids submitted are correct and meet the requirements outlined by the Contract Documents. The lowest responsive, responsible bid was received from Visu-Sewer, Inc. out of Pewaukee, Wisconsin in the amount of \$116,934.00.

Our firm has had previous experience with Visu-Sewer and has found their work to be of sound quality. Their bid is free of errors or omissions and they also are a Village approved pre-qualified contractor. Therefore, we hold no exceptions and recommend award of the 2014 Sanitary Sewer Rehabilitation Project to Visu-Sewer, Inc. in the amount of \$116,934.00.

If you have any questions or require any additional information regarding this matter, please contact our office at (262) 657-1550

Sincerely,

Clark Dietz, Inc.

A handwritten signature in blue ink, appearing to read 'M. Emir', with a long horizontal flourish extending to the right.

Mustafa Emir, PhD, PE
Vice President

cc: John Nelson – Visu-Sewer

Village of Pleasant Prairie

2014 Sanitary Sewer Rehabilitation

Cooper Road & 79th Street

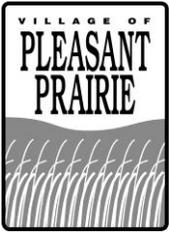
Date: March 21, 2014

Project Number: P0200053

BID TAB

No.	Item	Unit	Qty	Engineer's Estimate		VisuSewer		Tari Eng.		Michels Pipe Corp		Average	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	MOBILIZATION	LS	1		\$0.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,235.00	\$ 6,235.00	\$ 5,411.67	\$ 5,411.67
2	SEWER REHABILITATION WITH CIPP, 8"	LF	2,560		\$0.00	\$ 22.90	\$ 58,624.00	\$ 23.00	\$ 58,880.00	\$ 22.00	\$ 56,320.00	\$ 22.63	\$ 57,941.33
3	INTERIM CONVEYANCE	LS	1		\$0.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 666.67	\$ 666.67
4	OPEN SERVICE CONNECTION IN CIPP	EA	50		\$0.00	\$ 50.00	\$ 2,500.00	\$ 100.00	\$ 5,000.00	\$ 99.00	\$ 4,950.00	\$ 83.00	\$ 4,150.00
5	SEWER CLEANING AND ROOT REMOVAL	LF	6,600		\$0.00	\$ 0.50	\$ 3,300.00	\$ 2.60	\$ 17,160.00	\$ 3.00	\$ 19,800.00	\$ 2.03	\$ 13,420.00
6	MANHOLE REHABILITATION, (ASSUME 11 MANHOLES AT 9' DEEP)	VF	181		\$0.00	\$ 110.00	\$ 19,910.00	\$ 108.00	\$ 19,548.00	\$ 134.00	\$ 24,254.00	\$ 117.33	\$ 21,237.33
7	POST CONSTRUCTION CCTV INSPECTION	LF	6,600		\$0.00	\$ 1.00	\$ 6,600.00	\$ 1.00	\$ 6,600.00	\$ 0.50	\$ 3,300.00	\$ 0.83	\$ 5,500.00
8	STRUCTURE REHAB (VAULT)	SF	330		\$0.00	\$ 20.00	\$ 6,600.00	\$ 8.40	\$ 2,772.00	\$ 27.00	\$ 8,910.00	\$ 18.47	\$ 6,094.00
9	STRUCTURE REHAB (DROP MANHOLE)	SF	220		\$0.00	\$ 20.00	\$ 4,400.00	\$ 8.40	\$ 1,848.00	\$ 27.00	\$ 5,940.00	\$ 18.47	\$ 4,062.67
10	SPOT GROUTING (3 EACH APPROX.) 10 MAINS	EA	30		\$0.00	\$ 400.00	\$ 12,000.00	\$ 315.00	\$ 9,450.00	\$ 352.00	\$ 10,560.00	\$ 355.67	\$ 10,670.00
Total:					\$0.00	\$116,934.00	\$116,934.00	\$129,258.00	\$129,258.00	\$141,269.00	\$141,269.00	\$129,153.67	\$129,153.67

All Bids checked and no errors found



Office of the Village Clerk
Jane M. Romanowski

MEMORANDUM

Date: April 1, 2014
To: Village Board of Trustees
From: Jane M. Romanowski, Village Clerk
Re: Chancery Liquor License Agent Change

Restaurant of Pleasant Prairie, Inc., d/b/a the Chancery has submitted a request to change the agent who holds the Class "B" Combination Liquor for the restaurant located at 11900 – 108th Street. The agent currently holding the license has terminated his employment and is no longer a manager at the Chancery. The corporation has requested that George Flees be appointed as the successor agent. The corporation has met all requirements in submitting this request, and Chief Smetana has completed the police check with respect to Mr. Flees.

I recommend approval of George Flees as successor agent for the Chancery Pub and Restaurant license. The \$10 fee as required by Section 125.04(6)(e) Wis. Stats. must be paid before a new license is issued.

* * * * *

**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS**

Period Ending: April 1, 2014

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do hereby certify the following persons have applied for bartender licenses and **each applicant is in compliance with the guidelines set forth in Chapter 194 of the Municipal Code**. I recommend approval of the applications for each person as follows:

NAME OF APPLICANT

LICENSE TERM

- | | |
|------------------------|--------------------|
| 1. Jaclyn R. Flick | thru June 30, 2016 |
| 2. Shannon M. Glascock | thru June 30, 2016 |
| 3. Maxine A. Larsen | thru June 30, 2016 |

Jane M. Romanowski
Village Clerk