

**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**  
**July 7, 2014**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – June 2 and June 16, 2014
5. Public Hearing
  - A. Consider authorizing public sanitary sewer extension improvements in the right-of way of Springbrook Road/CTH ML approximately 250 feet to the east of STH 31 and Final Resolution #14-19 authorizing construction of public improvements and levying special assessments for said project.
6. 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.)
7. Administrator's Report
8. New Business
  - A. Receive Plan Commission recommendation and consider Ordinance #14-20 to approve a Zoning Text Amendment on properties located at 9000, 9020 and 9080 76th Street known as Prairie Ridge Market Place to amend the Prairie Ridge Planned Unit Development to remove the requirements that all wall signs shall be Cardinal Red.
  - B. Receive Plan Commission recommendation and Consider Ordinance Nos. #14-21 and Ord. #14-22 to approve a Zoning Map and Text Amendments on the property located at 9191 80th Street to rezone the property from I-1, Institutional District to I-1 (PUD), Institutional District with a Planned Unit Development Overlay District; and to amend the Prairie Ridge Planned Unit Development to allow Extended Love to place their name on the off-site entry monument sign within the Prairie Ridge Development adjacent to STH 50.
  - C. Consider award of contract for construction of 88<sup>th</sup> Avenue Sanitary Sewer Project.

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- D. Consider award of contract for Professional Engineering Services for a Water System Study for the Pleasant Prairie Water Distribution System.
- E. Consider Marketing and Service Contract Amendment No. 5 with Kenosha Area Business Alliance, Inc. (KABA).
- F. **Consent Agenda** (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.)
  - 1) Approve Resolution #14-18, Amendment of the 2014 Budget.
  - 2) Approve Operator License Applications on file.
  - 3) Approve Renewal Operator License Applications on file.

9. Village Board Comments

10. Adjournment

The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 – 39<sup>th</sup> 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  
June 2, 2014  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, June 2, 2014. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Craig Roepke, Deputy Fire & Rescue Chief; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director and Jane M. Romanowski, Village Clerk. Two citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - MAY 12 AND 19, 2014**

Steve Kumorkiewicz:

Move to approve as written.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris for approval. Any questions?

**KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE VILLAGE BOARD MEETINGS OF MAY 12 AND MAY 19, 2014 AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

**5. PUBLIC HEARING**

- A. Consider 2014-2015 Liquor License Renewal Applications.**

Jane Romanowski:

Mr. President and Board members, I'm going to read the list of renewals for this year. I'm going to read them by trade name because they're easily identifiable that way. The actual licenses if

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granted will be issued to the agent as part of the corporation or an individual. It never gets issued to the trade name. The person holds the license not the business.

So we'll go through the different classes. Class A beer licenses we have BP at 10477 120th Avenue. We have Pantry 41 Mobile, that's a trade name change. It used to be Citgo, they just changed to Mobil at 7511 118th Avenue. PDQ, 8800 75th Street. Stateline Citgo, 12720 Sheridan Road. Truesdell's at 8531 75th Street. And Walgreen's at 7520 118th Avenue. And those are for selling fermented malt beverages in original packages for off premise consumption only.

Then we go to our Class A beer and Class intoxicating. We have two of those. Dream Liquor and Cigar is a name change that was Ayra's. They're going through a name change, a trade name on that. Agent and everything is still the same, it's just a trade name, at 4417 75th Street. And the Target Store at 9777 76th Street. The Target store also has a new agent. They're going to have that go into effect when the license is renewed July 1st. They didn't go through the agency processing, the paperwork ahead of time. So they have a new agent, and his police check and everything has cleared already on that.

Then we just have one Class B beer and Class C wine, and that's the Honada Restaurant at 8501 75th Street, Unit G.

Then we get into our Class B beer and Class B intoxicating. Big Oaks Golf Course if you remember they've just applied for their intoxicating liquor license, and that was approve a couple months back. The only change on that one, and this is for Board consideration I'm recommending approval, but they did change the premise description to include the whole course for the intoxicating liquor. When I was talking to Jose when he came in, when Pat Cook came in and did the whole application process and when Jose came in to do the renewal he was concerned that that would be a problem. If you have a beer cart going out and somebody wanted a mixed drink, they were only supposed to stay in the clubhouse and in the patio attached. So he asked if that could be a premise description change on that. So that is something for the Board to consider, and that's the way he applied for his renewal. We haven't had any problems out there. I think for him it's just easier if he's loading up one cart he's got everything in there.

Then we have the Chancery at 11900 108th Street. And then we have Cheddar's which was a new license year, 10366 77th Street. Chili's Grill and Bar, 6903 75th Street. Earl's Club, 7529 88th Avenue. Famous Dave's, 9900 77th Street. We have Gordy's at 3812 Springbrook Road. Halter Wildlife, 9626 113th Street. The Olive Garden, 10110 77th Street. Ray Radigan's, 11712 Sheridan Road. And then Ruffolo's that was the new license with Richard Stiles holding the license as of the beginning of this year at 11820 Sheridan Road. Starlite Club, 8936 24th Avenue. Uncle Mike's at 10936 Sheridan Road. The Village at 10909 Sheridan Road. And the Wooden Nickel at 11607 Sheridan Road.

And, again, the licenses are going to be issued to the agent or individual as part of a corporation or as part of the business. The licensing term would be July 1st of 2014 through June 30th of next year. There are currently no outstanding zoning or building code violations. Jean's department and the building department worked very hard to make sure that everybody was on

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track and usually we have some outstanding violations, and it's good to say that we don't have to have any of those contingent on me actually issuing the licenses here. The fire department had reported that there were a few outstanding sprinkler and alarm tests that we'll get updated and make sure those are done and paid for. And if there's re-inspection fees those will be done before anything is issued. Chief Smetana has approved the background checks on all the agents or individuals that hold these licenses.

And I've started today since we're at the beginning of the month to see if there's any delinquencies for sewer, water utility, personal property taxes, taxes, whatnot. And the finance department will be giving me those numbers. And then the approval letters when I send them out will have what is owed and what has to be paid before the licenses are issued. So I would recommend approval of all the licenses to the agents for the licenses I described subject to the payment of any outstanding delinquencies or if there's any inspections. Everything needs to be clean before the licenses actually get issued out of my office.

John Steinbrink:

Alright, this being a public hearing I'm going to open it up to public comment or question.

Jane Romanowski:

Didn't have anybody sign up tonight on these.

John Steinbrink:

Anyone wishing to speak? Anyone wishing to speak? Anyone wishing to speak? If not, I'm going to close the public hearing and open it up to Board comments. Mike?

Michael Serpe:

John, I would ask that we pull Big Oaks from the voting and vote on that separately so we can discuss it. And I'd move approval of the rest of the licenses.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde. Any discussion?

**SERPE MOVED TO CONSIDER THE BIG OAKS APPLICATION SEPARATELY FROM THE LIST OF RENEWAL APPLICATIONS AND APPROVE ALL OTHER LICENSES AS SET FORTH BELOW AND SUBJECT TO THE PAYMENT OF LICENSE AND PUBLICATION FEES AND ANY OUTSTANDING DELINQUENCIES;**

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**CLASS "A" FERMENTED MALT BEVERAGE**  
(Sell Fermented Malt Beverages  
in Original Packages for Off-Premise Consumption)

**NAME & ADDRESS**

**TRADE NAME**

R & D V, Inc.  
Syed Hussain – Agent  
10477 120<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

BP/AM PM  
10477 120<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Premise Description: One story building only located at 10477 120<sup>th</sup> Avenue

Roadside Petroleum, Inc.  
Surendra Singh, Agent  
7511 118<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Pantry 41 Mobil  
7511 - 118<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Premise Description: One story building only located at 7511 118<sup>th</sup> Avenue

PDQ Food Stores, Inc.  
Kathy Loberger - Agent  
P.O. Box 620997  
Middleton, WI 53562

PDQ Store #352  
8800 - 75<sup>th</sup> Street  
Kenosha, WI 53142

Premise Description: One story building only located at 8800 75<sup>th</sup> Street

Graham Enterprise, Inc.  
Anthony Buches - Agent  
12720 Sheridan Road  
Pleasant Prairie, WI 53158

Stateline Citgo  
12720 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: One story building only located at 12720 Sheridan Road

Truesdell Mini-Mart, Inc.  
Steve Schuler - Agent  
7831 45<sup>th</sup> Avenue  
Kenosha, WI 53142

Truesdell Mini-Mart  
8531 75<sup>th</sup> Street  
Kenosha WI 53142

Premise Description: One story building only located at 8531 75<sup>th</sup> Street

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Walgreens Co.  
Liquor Renewals – License Adm.  
Patricia Briggs – Agent  
P.O. Box 901  
Deerfield, IL 60015

Walgreens #07935  
7520 118<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Premise Description: One story building only located at 7520 118<sup>th</sup> Avenue.

**CLASS "A" FERMENTED MALT BEVERAGE**  
**AND "CLASS A" INTOXICATING**  
(Sell Fermented Malt Beverages and Intoxicating Liquor  
in Original Packages for Off-Premise Consumption)

**NAME & ADDRESS**

**TRADE NAME**

H & N Enterprises, LLC  
Harjeet Singh, - Agent  
1916 W. Timber Ridge Lane  
Oak Creek, WI 53154

Dream Liquor  
4417 75<sup>th</sup> Street  
Kenosha, WI 53142

Premise Description: One story building only located at 4417 75<sup>th</sup> Street

Target Corporation  
Ricardo Vargas – Agent  
1000 Nicollet Mall TPN-0910  
Minneapolis, MN 55403

Target Store T2251  
9777 76<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: Indoor first floor located at 9777 76<sup>th</sup> Street

**CLASS "C" WINE AND CLASS "B" FERMENTED**  
**MALT BEVERAGE**  
(Sell Fermented Malt Beverages to Consumers for On-Premise  
or Off-Premise Consumption and Wine by the glass  
or original container for On-Premise Consumption)

**NAME & ADDRESS**

**TRADE NAME**

Honada Sushi Corp.  
Lizhu Cao, Agent  
8501 75<sup>th</sup> Street, Suite G  
Kenosha, WI 53142

Honada Sushi & Hibachi  
8501 75<sup>th</sup> Street, Suite G  
Kenosha, WI 53142

Premise Description: One story building only located at 8501 75<sup>th</sup> Street, Suite G

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**CLASS "B" FERMENTED MALT BEVERAGE**  
**& "CLASS B" REGULAR INTOXICATING LIQUOR**

(Sell Fermented Malt Beverages and Wine for  
On-Premise or in original containers for Off-Premise Consumption -  
Sell Intoxicating Liquor to Consumers by the  
glass for On-Premise Consumption)

**NAME & ADDRESS**

**TRADE NAME**

Jose N. Reyes - Agent  
Timber Ridge Ventures LLC  
6117 123<sup>rd</sup> Place  
Pleasant Prairie, WI 53158

Big Oaks Golf Club  
6117 123<sup>rd</sup> Place  
Pleasant Prairie, WI 53158

Premise Description: One story clubhouse and golf course located at 6117 123<sup>rd</sup> Place  
**\*Reserve "Class B" Intoxicating Liquor License**

Restaurant of Pleasant Prairie, Inc.  
George Flees, Agent  
7613 W. State Street  
Wauwatosa, WI 53213

Chancery Pub & Restaurant  
11900 - 108<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: Restaurant at 11900 108<sup>th</sup> Street and hotel rooms and banquet facilities located at  
11800 108<sup>th</sup> Street

Cheddar's Casual Café, Inc.  
Tina L. Wesley - Agent  
2250 W. John Carpenter Frwy. #560  
Irving, TX 75063-2764

Cheddar's Casual Café, Inc.  
10366 77<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: One story building, excluding parking lot, located at 10366 77<sup>th</sup> Street  
**\*Reserve "Class B" Intoxicating Liquor License**

ERJ Dining III, LLC  
Paul Thompson – Agent  
1903 Stanley Gault Parkway  
Louisville, KY 40223

Chili's Grill & Bar  
6903 – 75<sup>th</sup> Street  
Kenosha, WI 53142

Premise Description: One story building, excluding parking lot, located at 6903 75<sup>th</sup> Street

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Earl's Club, Inc.  
John C. Willkomm - Agent  
3490 169<sup>th</sup> Avenue  
Kenosha, WI 53144

Earl's Club  
7529 88th Avenue  
Pleasant Prairie, WI 53158

Premise Description: One story building, basement, deck and horseshoe/volleyball/picnic area contiguous to building, excluding parking lot, located at 7529 88<sup>th</sup> Avenue

\*Team R' n B Wisconsin LLC  
Peter Benedict - Agent  
6600 N. Ballard Road  
Appleton, WI 54913

Famous Dave's  
9900 77<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: One story building including outdoor covered fenced-in patio located at 9900 77<sup>th</sup> Street

**\*Reserve "Class B" Intoxicating Liquor License**

Prairie Pub LLC  
Linda DeBartolo - Agent  
8217 60<sup>th</sup> Avenue  
Kenosha, WI 53142

Gordy's Prairie Pub  
3812 Springbrook Road  
Pleasant Prairie, WI 53158

Premise Description: First floor and basement of building and picnic area south/east contiguous to building located at 3812 Springbrook Road.

Halter Wildlife, Inc.  
John F. Burke - Agent  
9626 - 113th Street  
Pleasant Prairie, WI 53158

Halter Wildlife  
9626 113<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: Two story lodge and storage shed located at 9626 113<sup>th</sup> Street

\*GMRI, Inc. Licensing Dept.  
Amy Lamb - Agent  
P.O. Box 695016  
Orlando, FL 32869

The Olive Garden Italian Restaurant #1845  
10110 77<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: One story building located at 10110 77<sup>th</sup> Street

**\*Reserve "Class B" Intoxicating Liquor License**

Ray Radigan's Inc.  
R. Michael Radigan - Agent  
10510 Lakeshore Drive  
Pleasant Prairie, WI 53158

Ray Radigan's  
11712 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: Building only located at 11712 Sheridan Road

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Ruffolo's Pizza LLC  
Richard M. Stiles – Agent  
11820 Sheridan Road  
Pleasant Prairie, WI 53158

Ruffolo's Pizza  
11820 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: One story building and basement, excluding parking lot, located at 11820 Sheridan Road

JAAD, LLC  
Angela Daniels - agent  
8934 33<sup>rd</sup> Avenue  
Kenosha, WI 53142

Starlite Club  
8936 24th Avenue  
Kenosha, WI 53143

Premise Description: One story building and basement excluding parking lot, located at 8936 24<sup>th</sup> Avenue

Uncle Mike's Top Shelf Pub LLC  
David Schulte - Agent  
8834 42<sup>nd</sup> Avenue  
Kenosha, WI 53142

Uncle Mike's Top Shelf Pub  
10936 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: Building, basement and outdoor patio/picnic area within fencing contiguous to building, excluding parking lot, located at 10936 Sheridan Road

PAS Village Inn, LLC  
Susan Neahous – Agent  
10909 Sheridan Road  
Pleasant Prairie, WI 53158

The Village Supper Club  
10909 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: First and lower level of building, excluding parking lot, located at 10909 Sheridan Road

Joseph Nickel  
5813 43<sup>rd</sup> Avenue  
Kenosha, WI 53144

The Wooden Nickel  
11606 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: One story building and picnic area contiguous to building, excluding parking lot, located at 11606 Sheridan Road.

**SECONDED BY ALLEN; MOTION CARRIED 5-0.**

John Steinbrink:

And that brings us to the question of Big Oaks.

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Michael Serpe:

I don't have a problem with this at all. I just thought maybe the Board should discuss it. I'm surprised that they haven't asked for this a while back. I mean this is a standard in the industry that the cart people have beer, pop and alcohol that they serve on the course. I don't see a problem with it. I golf a lot, and I don't see -- matter of fact it's kind of nice, I'll be honest with you, especially when the game is getting really bad you turn to other things.

John Steinbrink:

And I was going to defer to you as our resident expert.

Michael Serpe:

I wouldn't say resident expert but certainly experienced. I don't know if anybody has a comment on it or not.

Jane Romanowski:

The Board can always come back and change the premise description if there's a problem.

John Steinbrink:

So with that, Mike, was that a motion then?

Michael Serpe:

I would move approval of Big Oaks license.

Steve Kumorkiewicz:

Second.

Michael Serpe:

With the change in the identified premise.

John Steinbrink:

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

**SERPE MOVED TO APPROVE THE "CLASS B" INTOXICATING AND CLASS "B" FERMENTED MALT BEVERAGE LICENSE TO JOSE REYES, AGENT FOR TIMBER RIDGE LLC WITH THE PREMISED DESCRIPTION TO BE THE CLUB HOUSE AND THE ENTIRE GOLF COURSE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

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**6. 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.)**

Jane Romanowski:

Just one signup tonight, Anthony, and I'd rather have you pronounce your last name. Come up to the microphone please.

John Steinbrink:

Just give us your name and address for the record.

Anthony Kajfez:

Sure. My name is Anthony Kajfez of 714 128th Street here in Pleasant Prairie. And I'm not much for public speaking but I do thank you for lending me your ear for a few minutes so I can share some of my thoughts. I guess mostly the concern is widening of 165 which you have a drawing over here of. I just read about it in the newsletter that we all get. And suddenly I felt, oh no, it's going to be some kind of cold, industrial not Village-like construction. But it looks from what I see over there like it's going to be nice and something that we all can be proud of and I thank you for that.

I don't know if any of you are kayakers, but there has always been sort of an unofficial put in spot there at the junction of 165 and the Des Plaines River. And recently there have been posted some signs that prohibit public parking off of the roadway there. And so I'm wondering if there are some other ways that people can have access to the river. I understand if you're widening there you may not have room for such a place. Maybe there will be too much traffic now that there are going to be so many lanes of traffic going. It doesn't look like people will be able to cross over to go the opposite direction if they wanted to.

So I don't know if perhaps some other ideas could be considered. Like perhaps I noticed Park Drive that goes around Lake Andrea kind of gets close to one of the tributaries. Maybe that would be sufficient for a kind of put in. It would just require a little place we could park cars and pack to the waterway and that's pretty much it. So that is something that I'm hoping that you will consider.

Yes, also I understand that there's going to be a turnabout right over here at the junction of Springbrook and 39th. And I'm just kind of also hoping that that will be done in a sort of nature sensitive sort of way that kind of reflects the reason that we can call this Pleasant Prairie.

Lastly I'm concerned about light pollution and also the energy consumption of road lights which sometimes are in places that don't seem to make a lot of sense. And often it seems as if the roadway is lit up from the point where you don't even really need your car lights at night. So I'm

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wondering if there's any influence that you folks can have regarding the spacing of the streetlights or whether they're just confined to intersections or something of that nature. But it just seems wasteful to illuminate things so unnecessarily. Thank you for your time and for your consideration of my comments.

John Steinbrink:

Just to be noted there were some public hearings on all of the items you mentioned. Unfortunately you missed them I guess. Will there be more coming up, Mike, on any of these?

Mike Pollocoff:

There will be more. I think there will be another one on 165, although I think your suggestion on Park Drive we do have fairly close access points in Jerome Creek. That's the creek that goes to the river. And as well there's a trail so you can portage it, not really far. But there's room to park a car and leave it there and get it in. Once this road's done, the width of that road is really governed by an agreement and a permit with the Army Corps of Engineers and EPA and DNR and everybody you can imagine to not have any bigger footprint at the river than we have now. And so where people have been parking now there's two sets of parkers. People who are doing something fun, and then there's people doing something fun but probably has some legitimate problems kind of fun.

So I just think there's not going to be any real room to park there once this is done. There will be all the land that's fillable will be filled. So I think we can talk to the public works director and we can maybe identify a place where people could park and portage in or go right to the creek. The creek sometimes has quite a bit of water on it and sometimes it's depending on the season. So I think that's more doable.

Anthony Kajfez:

I often unfortunately find out a lot about what's happening when I read the newsletter, and by then it seems like it's obviously old news. And I don't know if the newsletter can be made so that it reflects upcoming things.

Mike Pollocoff:

The best way to really check on what's going on is the website. And then on that you can see whether it's the Park Commission or the Board or Plan Commission those agendas are published ahead of time so you can get that. I think you can also ask to be put on the email list for an agenda. And then we also get press releases out to the *Kenosha News* when these things are happening. Some of these things evolve over a long period of time. We've been talking about the 39th Avenue project we're going to talk about later that's been subject to almost six years of hearing on how we're going to do 39th and how this whole neighborhood is going to work.

So very few things kind of just pop and go. It has a long succession. So in the newsletters look for those projects that are significant. The newsletter will report out where we are in the status.

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But the real thing is to find out when the meetings are and then you can see what's coming up and get in and take a look at it and go from there. We have probably six years of history of the agenda so if you want to read back and see what we're doing you could also use that.

Anthony Kajfez:

Okay, thank you.

John Steinbrink:

Alright, thank you.

Jane Romanowski:

There were no other signups tonight.

John Steinbrink:

Anyone else wishing to speak under citizens' comments? Hearing none I'm going to close citizens' comments.

## **7. ADMINISTRATOR'S REPORT**

Mike Pollocoff:

I don't have anything tonight, Mr. President. I think we've got some substantial issues on the agenda for us tonight.

## **8. NEW BUSINESS**

### **A. Consider award of contract for 39th Avenue and Fire Station #1 site improvements and utilities.**

Mike Spence:

Mr. President and members of the Board, the 39th Avenue improvements and fire station project includes a number of elements. We're going to be reconstructing a portion of 100th Street and 38th Avenue. That will become an urban cross-section with curb, gutter and sidewalks. In addition because of the geometrics of 39th Avenue we're going to reconfigure the entrances to the Village Hall and also a new access to Fire Station 1 off of Springbrook. And as a result of the rest of that work we'll be doing some grading and construction of parking lots to serve both the north and south sides of Village Hall as well as the new fire station.

In addition because of the roadway improvements and the fire station we're going to be doing some stormwater improvements including storm sewers and a retention pond. This map here just is a general map that shows the overall general improvements. As I indicated 100th Street will

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become an urban cross-section. We'll have a sidewalk on the north side. We'll be doing some stormwater improvements within that area. 38th Avenue will be reconstructed with curb and gutter, and there will be a sidewalk on the west side. This represents the detention pond for the stormwater for the entire site.

And there's a parking lot down here that will be reconstructed next year after the fire station has moved to its new location. And then this is the additional parking north of Village Hall. And this shows the location of the new Fire Station 1 as well as the access to Springbrook and then also the access for the Village Hall.

We solicited for bids for this project, and we received three bids for it. The low bid was A.W. Oakes & Son for \$2,814,539.60. You can see the other two bids there. The second bid was pretty close. And the third bid -- what we're finding is there's so much work going on right now that a lot of the contractors are busy with a lot of the DOT work. So, for example, this Reesman's bid I think they put a bid in there just to see by chance if they got it. They'd have to hire more people or whatever, but it's kind of indicative of the bidding climate right now.

The low bid is approximately 4.3 percent higher than the latest engineering estimate. And the reason for that during the design there were a number of things that we determined it made sense to add to the project. Plus, again, the bidding climate is because of all the work the prices have gone up. And we've seen higher costs. So with that I recommend -- Oakes has done work for the Village before, and I recommend that the contract be awarded to Oakes for \$2,814,539.60. I'd be glad to answer any questions.

John Steinbrink:

Any questions?

Michael Serpe:

Aside from the bid to Junior do we have a piece of equipment that does sidewalks for snow?

John Steinbrink, Jr.:

One of the things that public works budgeted for in their CIP for 2014 was the proper equipment to take care of doing sidewalks and drop spreaders for salting them. So they will be available once this project is complete.

Michael Serpe:

Okay, alright. I would move approval of Oakes & Son for \$2,814,539.60

Kris Keckler:

Second.

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John Steinbrink:

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

Steve Kumorkiewicz:

One quick question. 38th Street is going to end right there in the entrance to the fire department?

Mike Spence:

38th Street will --

Mike Pollocoff:

It will end in the existing parking lot.

Mike Spence:

Yes, it will end. And then we will have signage that indicates that if you go straight that's for emergency vehicles only. And we'll have signage that point to the left or to the west for Village Hall traffic. But it's not meant to be a through route.

Steve Kumorkiewicz:

[Inaudible] because many times I see traffic coming right here to go to 38th and stop right to the parking lot.

Mike Spence:

It's going to be a little more difficult to do that.

Steve Kumorkiewicz:

You're right, so 38th actually there's only one way to access [inaudible]. Okay, thank you.

John Steinbrink:

Motion and a second. Any further comment or question?

**SERPE MOVED TO AWARD A CONTRACT TO A.W. OAKES & SONS IN THE AMOUNT OF \$2,814,539.60 FOR THE CONSTRUCTION OF SITE IMPROVEMENTS AND UTILITIES FOR THE FIRE STATION #1 AND 39<sup>TH</sup> AVENUE PROJECT; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

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**B. Consider material procurement for Park and Ride bridges.**

Mike Spence:

Mr. President and members of the Board, as you recall at the last Board meeting we rejected a previous bid for materials for the park and ride project. And the decision was made for the Village to procure the materials for the two bridges. And so we put together a set of bid documents specifically for that without labor. What was included in the bid is a 50 foot by 28 foot wide precast reinforced concrete three sided structure. And that's basically for the new access road for the park and ride on the west side.

In addition to that they're going to provide precast head wall and wing walls for that structure. And the bid included as well abutments for the pedestrian bridge, and then the pedestrian bridge itself which is 10 foot wide by 80 foot long with precast abutments. And then the steel railing for the bridge, the head wall for the bridge and the wing wall as well as the pedestrian bridge. This figure here again generally shows the materials that we're procuring.

This is Terwall Terrace. This is ultimately going to be the access to the park and ride. So this is that three sided structure and the wing walls and the head walls. Over here is the pedestrian bridge that will be constructed. And its length was determined by the fact that we had to span the wetlands so we wouldn't impact them. So the bridge abutments and the bridge is in this area. This is just, again, another picture showing the three sided structure with the wing walls. This is a section showing the railings. The pedestrian bridge is going to look like this with the railings. Again, it will span the wetlands. This is the existing waterway there if you will. And Terwall Terrace is to the right here.

So this is the actual bid tab that we received. We got three bids on the project, and the bids came in very good. What I'm showing you here is the original concrete structures, that's the bid that you reviewed a couple weeks ago. The total of those structures was \$661,749. This column here is the recent bid with the Village installation. So we've taken the proposed procurement costs for the materials and worked with public works and the construction crew, and the estimated construction for these materials is added into there. So right now we're looking at a total of construction installation cost of \$422,000. So with the procedure what we've done by rebidding this we hopefully will be saving \$239,000 on the project.

And with that the particular bid items that we took prices for Contech Engineered Solutions, again, is all the materials for the three sided structure, the head walls, the wing walls and the pedestrian bridge. That amounted to \$284,500. The final recommendation is to receive the railings from ESS Brothers and Sons for \$22,570. Again, those are the precast railings for the structures. So I'm asking that the Board approve this recommendation. And then what we would do is we would issue a purchase order and move forward with the project.

Mike Pollocoff:

I might add that in the previous item the project was, as Mike said, realistically 4 percent over budget. So even logically you say why wouldn't you take the same approach, find some things

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that we could do in house and try and reduce the price of the project. Back in the budget that the State Legislature adopted in 2009 they prohibited municipal governments from doing any work over \$100,000. That has to be bid out to private sector work. The reason we were able to do the bridge is there was a previous law that existed that wasn't affected by that, that 2009 law that said that if there was only one bidder, if there was some allegation or concern that there was a [inaudible] bid and it was not in the best interest of the Village then at that time and that time alone the Village could undertake the work and do that and apply their own forces and equipment to the job.

Village employees have been under reductions in pay, increase in retirement expenses. We've had probably three almost four years of frozen pay. And that probably at some level or another that's going to continue. But the private sector doesn't have that. In fact, before a project is bid we need to do a prevailing wage study. And every one of those prevailing wage studies show that private sector contract employees, the backhoe operators, the grader operators, dump truck, they make more than what Village employees make for doing that job. We couldn't undertake a whole job like 39th Avenue because we don't have that many people. But on the other hand we're limited in our ability to be able to do what we've done probably for ten years is where we found an opportunity to do something that would save the Village money we were able to do that. And that was taken away as part of that road builder incentive in the last budget. So that's why we can't do on the 39th Avenue project what we did over there because it would be illegal for us.

Michael Serpe:

We have the pedestrian bridge. If somebody elects to walk over the vehicle bridge is there --

Mike Pollocoff:

There's room.

Michael Serpe:

Is there an identified pathway?

Mike Spence:

Yes, there's going to be a sidewalk. As part of this project there will be a sidewalk on both sides of Terwall Terrace now as well. So everything's going to be interconnected.

Steve Kumorkiewicz:

I make a motion to approve the recommendation.

Michael Serpe:

Second.

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John Steinbrink:

Motion by Steve, second by Mike. Any discussion?

Kris Keckler:

I just had one other question that kind of came to mind because I'm envisioning this more like an expanded footprint in the area. Is there any potential for some type of call box for any emergency situations? I mean nothing from that standpoint? I know there's going to be shuttles during the warmer months so it would be kind of frequent interaction.

Mike Pollocoff:

The place is going to be under video surveillance. But as far as call boxes we're relying on people to have cell phones. But we already have a video camera on both entrances into the RecPlex lots, plus it looks up and down the street.

Kris Keckler:

So there will be coverage for that additional area?

Mike Pollocoff:

We'll be putting another camera in the park and ride lot.

Mike Spence:

There will be cameras at the very south end of the parking lot so we've set it up so the entire lot will be covered. So you'll be able to see -- within the lot you'll be able to see vehicles driving into the lot so you can identify their license plate if you need to. And as well there will be another camera that will show the pedestrian bridge.

Michael Serpe:

This being a park and ride there's no restriction on how long you could leave a vehicle there, is there?

Mike Pollocoff:

Right. No, there is no restriction. That's part of you take the State money you get the State rules.

John Steinbrink:

Further comment or question?

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Steve Kumorkiewicz:

I have one more. There's not going to be a weight limit?

Mike Pollocoff:

Well, yeah, it's meant for cars. You can't legally go into Prairie Springs Park with a truck that's overweight.

Steve Kumorkiewicz:

If somebody comes with a motor home, a big motor home it's going to weight more than a car. That's my concern.

Mike Pollocoff:

I think the motor home the asphalt would handle that.

Steve Kumorkiewicz:

I'd like to see a motor home there.

Mike Pollocoff:

People have been using RecPlex and Prairie Springs Park as a park and ride already. When we had an aerial of that site there's like almost 100 cars that were already parked in the RecPlex lots using it as a park and ride. We haven't had a problem with people using it to camp out in a mobile home or RV. I think it's basically people working in Chicago or wherever, they meet out there and they take off and they share a ride and they go. And then typically they're gone about the time the RecPlex traffic picks up. So I think that's really going to by and large be the main thing. If somebody were to set up living quarters out there that would be a violation of Village ordinances.

Michael Serpe:

I have one question. I think we discussed this before and I don't remember the answer. When we have a special event and we close off 165 for the triathlons mostly, only now, what happens if somebody's got a car in there and they want to pick it up on the day that --

Mike Pollocoff:

What we're going to do is sign the lots that there will be an event and the lot will be closed from a certain time. And really what we're looking to do for a triathlon we want to keep those lots open I think until six so we want to encourage the people in the triathlon to park in the lot. And then from six until the race is over it's going to be shut down. So we'll sign it so they know it.

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Michael Serpe:

What I was referring to is a person parking their car there and then, say, go to Chicago for the weekend and then come back --

Mike Pollocoff:

They won't be able to get into the park.

Michael Serpe:

Culver's should do a pretty good business.

Mike Pollocoff:

That's why we need to put the signs in the lot well before the race happens so that people know.

Steve Kumorkiewicz:

Good signage.

John Steinbrink:

Any further discussion?

**KUMORKIEWICZ MOVED TO AWARD CONTRACTS TO PURCHASE MATERIALS TO CONSTRUCT THE PARK AND RIDE BRIDGE TO CONTECH ENGINEERED SOLUTIONS IN THE AMOUNT OF \$284,500 AND ESS BROTHERS & SONS IN THE AMOUNT OF \$22,570; SECONDED BY SERPE; MOTION CARRIED 5-0.**

**C. Consider award of contract for the Park and Ride paving.**

Mike Spence:

Mr. President, this as you recall in order to keep the project moving we've divided the project up into the actual bridges, and then the paving portion, the actual parking lot. So what you have before you is the bids for the rest of the project for the paving of the parking lot. And basically this includes the parking for 387 cars. It's clearing and grubbing and grading of the site, stormwater work, the paving, the concrete sidewalks that I referred to earlier. In addition we're going to have lighting, pavement marking, erosion control, some seeding and landscaping, and as well as I had indicated there will be cameras to monitor it as well.

Again, this is another shot of the park and ride. This is the entrance road. The entrance road is directly across from the entrance for the members for the existing parking lot for the RecPlex. The pedestrian path will then be connected to the entryway in front of the RecPlex. And then this

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is the rest of the paving. As part of the project we've got to do some filling and grading, and then we have to do some flood control work just because of the area. So that's generally the project.

We received three bids for this project. The low bid was from Willkomm Excavating & Grading for \$1,115,755.50. A.W. Oakes & Son came in second, \$1.298 million. And then D.K. Contractors was third at \$1.413 million. The low bid is actually \$10,000 under the engineer's estimate for the project. So in this particular case for whatever reason we were able to get some good bids.

I do need to mention that should you approve the award tonight this is contingent upon the DOT approval because, again, we're taking State funds. They have to review this bid, and they have to review the DBE requirements. I'm not anticipating any issue, but they indicated that we can go ahead and approve it. It just is contingent upon their approval as well. And their approval we're hoping that will be within the next two weeks, then we could issue the award and start the project. So with that I recommend that this project be awarded to Willkomm and I'll answer any questions.

Steve Kumorkiewicz:

The question I've got I remember someplace there was a law on this that if you didn't issue the permit in 30 days you could [inaudible] the project. What's happening after 30 days [inaudible] the okay from them in Madison?

Mike Spence:

In the bid documents the bids are valid -- they have to maintain their bids for 60 days. So we're not anticipating that it's going to take that long for the DOT. Typically when we bid a project just for whatever reason we do require that the bids remain valid for that period of time. So that shouldn't be an issue.

Steve Kumorkiewicz:

I hope so, okay.

Mike Pollocoff:

I also might add, and this is a project that Kenosha County gave us their grant to do the project. County Exec Kreuser it was almost \$400,000. And then the remainder is being funded by Tax Increment District 2.

Mike Spence:

The County has been a very good partner on this project.

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John Steinbrink:

With that we need a motion.

Steve Kumorkiewicz:

So moved.

Clyde Allen:

Second.

John Steinbrink:

Motion by Steve, second by Clyde. Any discussion?

**KUMORKIEWICZ MOVED TO AWARD A CONTRACT FOR THE PARK AND RIDE PAVING TO WILLKOMM EXCAVATING AND GRADING IN THE AMOUNT OF \$1,115,755.50; SECONDED BY ALLEN; MOTION CARRIED 5-0.**

**D. Consider award of contract for 2014 Paving Program.**

Mike Spence:

Mr. President and members of the Board, the 2014 paving program includes a number of items that are highlighted on the figure on the wall there. I'm not going to go over each specific one. I think we've looked at it previously. But there are eight sections that are included in the actual paving program. And in some cases we're doing a micropave, in other cases we're doing a pulverize and relay by the color coding there.

Again, the specifics, that Prairie Ridge Subdivision we're going to be doing an ultra thin overlay that's similar to what we did last year. Section two is Country Lane Subdivision which, again, will be that same surface treatment. Section three is an overlay on 104th Avenue just west of Prairie Ridge. Section four is the water tower site roadway. This was a piece of the program from last year that didn't get done because we have some issues with the tower, the communications building being built. So that was postponed until this year. Section five is, again, pulverize and relay pavement on 86th Avenue. Section six is 101st Street. There's a small path by Becker Park and a small part of leading up to the Prairie Farms Trail.

We received two bids on this project. The low bid was from Payne & Dolan for \$665,596.01. The second bid was with Black Diamond, \$763,500. I'm recommending that the contract with Payne & Dolan be approved for the amount of \$665,596.01. And I'd be glad to answer any questions.

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John Steinbrink:

The significance of the one cent.

Mike Spence:

That's with modern spreadsheets you go to the penny.

Steve Kumorkiewicz:

The only thing is in section two is Country Lane Subdivision you've got [inaudible]. You go back to the [inaudible] you've got a [inaudible].

Mike Pollocoff:

The map says Country Ridge instead of Country Lane.

Mike Spence:

Alright, yes, it's Country Lane.

Michael Serpe:

I think we have to address the road projects in the entire -- I know John has a list and a category on how we're going to do this. But the roads right now in the Village are not in real good shape in the subdivision. And it's going to take a considerable amount of money to get them to where we need to be. So budget times will be kind of tough. With this I'd move approval.

Kris Keckler:

Second.

John Steinbrink:

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

**SERPE MOVED TO AWARD THE CONTRACT FOR THE 2014 PAVING PROGRAM TO PAYNE & DOLAN IN THE AMOUNT OF \$665,596.01; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

**E. Consent Agenda**

- 1) Approve Renewal of Towing Licenses.**
- 2) Approve Renewal of Keno Outdoor Theater License.**

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Clyde Allen:

Make a motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Clyde, second by Steve.

**ALLEN MOVED TO APPROVE CONSENT AGENDA ITEMS 1 AND 2; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**9. VILLAGE BOARD COMMENTS – None.**

**10. ADJOURNMENT**

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY ALLEN; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:45 P.M.**

**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
June 16, 2014  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, June 16, 2014. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Mogensen, Deputy Police Chief; Doug McElmury; Fire & Rescue Chief; 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. Two citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. CITIZEN COMMENTS**

Jane Romanowski:

The first speaker tonight is Bill Morris.

Bill Morris:

Good evening everyone. Bill Morris, 5313 87th Place, Pleasant Prairie, Wisconsin. I'm here this evening with Items 6A, B, C and D. I certainly appreciate the receptive welcome that we got from the Plan Commission. I hope that your support can follow. And I just want to acknowledge absolutely, you know what, you could say what you want, I know I live here, I've lived here since 1974, and Cooper Road and brought the sewer down Cooper Road, wasn't I lucky. Anyways, you know what, it was not difficult working with Jean to really get it coordinated correctly, to do it right and to bring it before you tonight. So thank you. Any questions we're certainly here to answer them.

John Steinbrink:

And we'll allow him to speak at that time also if we have questions.

Troy Mleziva:

Good evening, Mr. President and members of the Village Board. My name is Troy Mleziva, the Real Estate Development Manager with Kwik Trip, 1626 Oak Street, LaCrosse, Wisconsin.

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Thank you again for hearing our items this evening. Just a little background about Kwik Trip, and then I conclude with some general comments that we want to add. Kwik Trip has been in business since 1965. It's headquartered out of LaCrosse, Wisconsin. Family owned company. There are over 12,000 employees and co-workers as we call them at Kwik Trip throughout Minnesota, Wisconsin and Iowa.

Kwik Trip's background is really rooted in the grocery industry. Next year will be the 50th anniversary of Kwik Trip, and that grocery background you'll see in our product offerings in our store with fresh produce, our own bakery including fresh bakery delivered every morning, dairy in our own dairy, hot foods such as soups, sandwiches, and then cold foods such as sandwiches and yogurts and parfaits and things of that nature. And now we're also offering fresh meat, hamburgers, hot dogs, steaks at grocery store prices.

Kwik Trip was voted in the Journal Sentinel as one of the top work places in southeast Wisconsin the last four years. What we look to provide is a quality facility offering quality products with quality people. And we're looking forward to becoming part of the Village of Pleasant Prairie community. We humbly ask for your support on Items 6A, B, C and D. And if there are any questions I'd be happy to answer them when the items come forward. Thank you.

John Steinbrink:

Thank you.

Jane Romanowski:

No additional signups tonight, Mr. President.

John Steinbrink:

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

**5. ADMINISTRATOR'S REPORT – None.**

**6. NEW BUSINESS**

John Steinbrink:

Jean, you're going to want to do A, B, C and D altogether, correct?

Jean Werbie-Harris:

Yes, that's correct.

**SERPE MOVED TO CONSIDER NEW BUSINESS ITEMS A-D TOGETHER;  
SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

- A. Receive Plan Commission recommendation and consider Ordinance #14-16 to amend the Comprehensive Plan for the properties located at the southwest corner of STH 31 and STH 165 for the proposed commercial development of this area including the proposed Kwik Trip facility to be located on property south of STH 165 and east of 72nd Avenue.**
- B. Receive Plan Commission recommendation and consider a Conceptual Plan for the proposed commercial development of properties located at the southwest corner of STH 31 and STH 165 and the proposed Kwik Trip gasoline, convenience store and car wash facility to be located at the southeast corner of 72nd Avenue and STH 165.**
- C. Receive Plan Commission recommendation and consider a Certified Survey Map to subdivide the properties located east of 72nd Avenue and south of STH 165.**
- D. Receive Plan Commission recommendation and consider Ordinance #14-17 to amend the Zoning Map to rezone a portion of Tax Parcel Numbers 92-4-122-281-0115 and 92-4-122-281-0116 for development of the southwest and southeast corners of STH 31 and STH 165 including the proposed Kwik Trip gasoline, convenience store and car wash facility.**

Jean Werbie-Harris:

Mr. President and members of the Board, the four items that you have before you that we'll be discussing will be covering Kwik Trip. The first is the comprehensive plan, the second is conceptual plan, the third item is a certified survey map, and the fourth are zoning map amendments. So I'd like to go through all those with you. This is a request of William Morris, agent on behalf of FIAAT Investments, and it's related to the commercial development of land that's proposed at the southwest corner of Highway 165 and 31. Again, there will be four items this evening. I would like to see separate action on all four of the items. The first is the comprehensive plan amendments, Ordinance 14-16, the conceptual plan, certified survey map and zoning map amendment, Ordinance 14-17.

On June 9th the Plan Commission conditionally approved a conditional use permit as well as site and operational plans including a DSIS which is a digital security imaging system agreement and an access easement agreement. And this is for Kwik Trip to locate, again, at that southeast corner of 72nd Avenue and Highway 165. They're going to be constructing a gasoline dispenser, a convenience store, a car wash all on Lot 1 of the proposed CSM. There's a second lot that's going to be created, Lot 2, and that will remain as vacant land.

The first item then is a comprehensive plan amendment Ordinance 14-16. The amendment is to a portion of the LakeView East Neighborhood Plan Number 12 Appendix 9-3. And what we're looking to do is modify the land use plan in order to accommodate a future commercial development site. Specifically the commercial areas that have been identified as shown on the overhead reflect a conceptual plan that has been prepared by the developer's agent for this particular property. The only property that we're going to be specifically talking about this evening is the Kwik Trip. There's a red star on the one commercial building within that B-2

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District that we're going to be proposing this evening. All businesses need to be a maximum of 25,000 square feet unless a separate planned unit development is requested.

But the purpose, again, of this comprehensive plan and any neighborhood plan is to show where proposed uses can be located, how there can be an interconnection of walkways, roadways, access points as well as parking lots and other types of shared uses including the infrastructure. So the first item, Ordinance 14-16, is to amend the 2035 Comprehensive Plan. Again, with respect to the Kwik Trip property we are proposing to modify it from the General Industrial land use designation to the Community Commercial land use designation. And the area that is currently surrounding this particular property that will all be going into a Community Commercial designation as well, but it will have an Urban Reserve designation on it. So, again, they will need to bring forth detailed development plans to show us how the rest of the land would develop when and if it does develop. So, again, we're focusing on Kwik Trip.

And, again, it's a portion of Tax Parcel Number 92-4-122-281-0115. Again, the gray is General Industrial, and then this area will be moved into the Community Commercial or the reddish color. Again, the conceptual plan shows all of the area being developed with future Community Commercial. The land use is under the commercial designation but would be placed eventually into the B-2 which is a Community Business District designation. The plan includes the Kwik Trip and four additional office or commercial buildings that will range in size from 6,000 square feet to about 20,000 to 25,000 square feet.

Under access for this particular development interconnection is basically coming from 72nd Avenue which is on the west, and then it is going towards the east. There is no direct access shown along Highway 165 to the north and no direct access on the area adjacent to Highway 31. There is one area at the very south end, this individual property currently has a right in/right out, but it's primarily a residential access. It's going to be up to the DOT to determine whether or not they are allowed to use that access for a commercial purpose. The plan is being revised to make sure that sidewalks and other types of interconnections are provided to all these properties so when they do develop in the future that they all have adequate access. Again, just as a reminder this is one plan of how everything could develop out there. That's not to say that a modified plan couldn't be submitted which lays things out a little bit differently as long as the cross-access is still provided.

Municipal sewer, water and storm sewer facilities will need to be provided to all of the properties within this particular area. Kwik Trip is getting their services directly from 72nd Avenue as will this immediate property to the south of Kwik Trip. These properties in here will also need to get all of their services from 72nd Avenue so there will need to be some easements that run through that Lot 2 or that southern lot in order to provide access. The Village currently does not have any sewer or water or storm sewer along Green Bay Road or along that east side of those properties along Green Bay Road.

As I mentioned a certified survey map or land division is being proposed for this project. Lot 1 and Lot 2, the Kwik Trip lot, will be just over 2.37 acres which is located just at that southeast corner. They've got over 266 feet of frontage on 165 and over 388 feet of frontage on 72nd

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Avenue. Lot 2 is just over three and a half acres and has 500 feet of frontage on 72nd Avenue. Lot 1, again, is proposed to be developed for the Kwik Trip.

As I mentioned there's also going to be a zoning map amendment. Specifically, Lot 1 which is the Kwik Trip property will be rezoned from the M-2 which is a General Manufacturing District to the B-2, Community Commercial District. And lot 2 at this time will be rezoned from the M-2 to the B-2 but will have a UHO or an Urban Landholding Overlay District placed on the property. Because there is not a very specific user yet defined for that Lot 2 we are not going to put it completely into that B-2 District. They'll have to come back and do a rezoning of the property in order to pull off that UHO. And if any other designations like a PUD or anything is needed they will have to go through their formal process in order for that to happen.

So with that, Mr. President, all of these matters were before the Village Plan Commission at their last meeting and met with a favorable reception from the Village Plan Commission. So the staff and the Plan Commission are recommending approval of four items, the comprehensive plan amendment, Ordinance 14-16; the conceptual plan, and this is, again, subject to any comments or conditions as set forth in the staff memorandum; the certified survey map which subdivides the property; and the zoning map amendment that brings it from the Manufacturing into the B-2 classification. If there aren't any questions the staff recommends approval of all four items, and separate action is going to be needed.

Steve Kumorkiewicz:

I make a motion to approve with a comment.

Clyde Allen:

Second.

John Steinbrink:

You make a motion to adopt Ordinance 14-16?

Steve Kumorkiewicz:

Yes.

Michael Serpe:

Roll call.

John Steinbrink:

Do we have a second?

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Michael Serpe:

Clyde did. Roll call vote.

John Steinbrink:

Any discussion?

Michael Serpe:

Just one comment I have, John, about the whole thing. I like the way the change of the amendment is laid out. I definitely like Kwik Trip coming in. I like the looks of the building, I like the way they run their business, and I like the cleanliness of the Kwik Trip. I like everything about Kwik Trip, and I can't wait until it comes into Pleasant Prairie. We're ready for a vote.

Steve Kumorkiewicz:

The question I've got is the north entrance to the Kwik Trip is going to be aligned with Frank School over there, right?

Jean Werbie-Harris:

That's correct.

Steve Kumorkiewicz:

Okay, that's the only question I've got. That's all.

Jean Werbie-Harris:

And the [inaudible] here only has one entrance so it will align with the entrance, the northern one.

John Steinbrink:

Further discussion? Hearing none, a roll call vote has been requested.

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #14-16 TO AMEND THE COMPREHENSIVE PLAN FOR THE PROPERTIES LOCATED AT THE SOUTHWEST CORNER OF STH 31 AND STH 165 FOR THE PROPOSED COMMERCIAL DEVELOPMENT OF THIS AREA INCLUDING THE PROPOSED KWIK TRIP FACILITY TO BE LOCATED ON PROPERTY SOUTH OF STH 165 AND EAST OF 72ND AVENUE; SECONDED BY ALLEN; ROLL CALL VOTE – STEINBRINK – AYE; KECKLER – AYE; KUMORKIEWICZ – AYE; ALLEN – AYE; SERPE – AYE; MOTION CARRIED 5-0.**

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Michael Serpe:

Move approval of the conceptual plan.

Kris Keckler:

Second.

John Steinbrink:

Motion by Mike, second by Kris for adoption of the conceptual plan. Any further discussion?

**SERPE MOVED TO CONCUR WITH THE COMMISSION RECOMMENDATION AND APPROVE A CONCEPTUAL PLAN FOR THE PROPOSED COMMERCIAL DEVELOPMENT OF PROPERTIES LOCATED AT THE SOUTHWEST CORNER OF STH 31 AND STH 165 AND THE PROPOSED KWIK TRIP GASOLINE, CONVENIENCE STORE AND CAR WASH FACILITY TO BE LOCATED AT THE SOUTHEAST CORNER OF 72ND AVENUE AND STH 165; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

Clyde Allen:

Make a motion to approve the certified survey map.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike for adoption of the certified survey map. Any further discussion on this item?

**ALLEN MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP TO SUBDIVIDE THE PROPERTIES LOCATED EAST OF 72ND AVENUE AND SOUTH OF STH 165; SECONDED BY SERPE; MOTION CARRIED 5-0.**

John Steinbrink:

That brings us to Item D.

Michael Serpe:

Move approval of Ordinance 14-17.

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Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde for adoption of Ordinance 14-17. Any further discussion on this item?

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #14-17 TO AMEND THE ZONING MAP TO REZONE A PORTION OF TAX PARCEL NUMBERS 92-4-122-281-0115 AND 92-4-122-281-0116 FOR DEVELOPMENT OF THE SOUTHWEST AND SOUTHEAST CORNERS OF STH 31 AND STH 165 INCLUDING THE PROPOSED KWIK TRIP GASOLINE, CONVENIENCE STORE AND CAR WASH FACILITY; SECONDED BY ALLEN; MOTION CARRIED 5-0.**

John Steinbrink:

Sounds pretty unanimous so congratulations, gentlemen, and welcome to Pleasant Prairie.

Steve Kumorkiewicz:

Welcome to the Village.

**E. Receive Plan Commission recommendation and consider Ordinance # 14-18 to amend the Comprehensive Plan for the property owned by Hospice Alliance Foundation, Inc. located at 10220 Prairie Ridge Boulevard.**

Jean Werbie-Harris:

Mr. President and members of the Board, on October 21, 2014 the Village Board approved a conceptual plan, zoning text and map amendments, certified survey map all for the property located at 10220 Prairie Ridge Boulevard and the vacant land lying to the east, an 8.6 acre property. And this is all for the future expansion of Hospice Alliance as well as some future commercial development. In addition, on April 14th the Plan Commission approved all the detailed site and operational plans for Hospice Alliance to expand their parking lot for their facility, again, located at 10220 Prairie Ridge Boulevard.

The purpose of their request tonight, and this was one of the conditions of their approvals, was to modify the comprehensive plan so that it's consistent with the Village zoning ordinance. So specifically they're requesting to amend the 2035 Land Use Plan Map 9.9 by changing the land use designation for the property from the Community Commercial land use designation to the Government and Institutional land use designation. Again, the map for color purposes it will be moving from the blue, the Government and Institutional, to the C which is the Commercial designation or red designation. In addition, a second amendment would involve to update Appendix 10-3 of the Village Comprehensive Plan to reflect the noted changes. The Plan

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Commission held a public hearing on June 9th and approved Plan Commission Resolution 14-11 and recommends that the Village Board also approve the comprehensive plan amendment 14-19 as presented.

Steve Kumorkiewicz:

So moved to approve it.

John Steinbrink:

It's not 14-19.

Jean Werbie-Harris:

I'm sorry, 14-18.

Steve Kumorkiewicz:

14-18, yeah. Move to approve Ordinance 14-18.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris. Any discussion on this item? Roll call vote has been requested.

**KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE # 14-18 TO AMEND THE COMPREHENSIVE PLAN FOR THE PROPERTY OWNED BY HOSPICE ALLIANCE FOUNDATION, INC. LOCATED AT 10220 PRAIRIE RIDGE BOULEVARD; SECONDED BY KECKLER; ROLL CALL VOTE – ALLEN – AYE; KECKLER – AYE; STEINBRINK – AYE; SERPE – AYE; KUMORKIEWICZ – AYE; MOTION CARRIED 5-0.**

**F. Receive Plan Commission recommendation and consider Ordinance # 14-19 to amend the Comprehensive Plan for the property located at the southeast corner of CTH EZ (39th Avenue) and Springbrook Road.**

Jean Werbie-Harris:

And, Mr. President, just for your clarification I think the two ordinances got mixed around from the Plan Commission because now this one says 18 and the other one said 19. So this is actually 14-19 now, so the PowerPoint will need to be edited or maybe they got put on the agenda opposite.

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John Steinbrink:

It's right on my agenda.

Jean Werbie-Harris:

So this is Ordinance 14-19, and it's for a comprehensive plan amendment for a portion of the Village owned land located at 9915 39th Avenue. This is the Village of Pleasant Prairie owned land. And, again, similar to the last item on the agenda the Village staff and the Plan Commission recommended approval of a number of items that came before the Village Plan Commission at their last meeting including side and operational plan and rezoning and a number of changes in order to reflect the expansion or the relocation of the fire station to the area just north/northeast of the Village Hall.

One of the items that needed to be modified, though, on one of the conditions of approval was to modify the comprehensive plan so that the comprehensive plan is consistent with the zoning map of the Village. So the purpose of this request is to amend the 2035 Land Use Plan Map 9.9 to change the mixed use lands which is the Village Green Center designation with an urban reserve land use designation for the property located at the southeast corner of 39th Avenue and Springbrook Road to the Government and Institutional land use designation. Again, this is to accommodate the expansion of the Village Campus as well as the new relocated Fire Station #1. Second, to update Appendix 10-3 of the 2035 Comprehensive Plan to reflect the noted changes in the Land Use Plan Map 9.9.

Again, this is a matter that was before the Village Plan Commission at their last meeting. A public hearing was held, and a favorable recommendation was made by the Plan Commission at that meeting. The staff and the Plan Commission recommend approval of the comprehensive plan amendment as presented.

Steve Kumorkiewicz:

So moved.

Clyde Allen:

Second.

John Steinbrink:

Motion by Steve, second by Clyde. Any further discussion? Hearing none, a roll call vote has been requested.

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**KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE # 14-19 TO AMEND THE COMPREHENSIVE PLAN FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF CTH EZ (39TH AVENUE) AND SPRINGBROOK ROAD; SECONDED BY ALLEN; ROLL CALL VOTE – KECKLER – AYE; ALLEN – AYE; KUMORKIEWICZ – AYE; SERPE – AYE; STEINBRINK – AYE; MOTION CARRIED 5-0.**

**G. Consider Professional Construction Inspection Services Agreement for 39th Avenue Improvements and Fire Station #1 project.**

Mike Spence:

Mr. President and members of the Board, this is a continuation of the ongoing improvements related to 39th Avenue. The project includes grading in this site around Village Hall, a stormwater retention facility, sanitary sewer, water main, storm sewer, paving of 100th Street and 38th Avenue and sidewalks.

As you know, the contract for this work was awarded to A.W. Oakes & Son. We requested a proposal from GAI Consultants to perform professional construction management services. The scope of work for the construction includes a preconstruction conference, contract administration; they will review contractor pay applications and prepare post construction as builts. Also, they will be doing survey work for the project including construction staking and the final as built survey. In addition, they will have full-time observation of inspection during the project of the underground utilities and roadway. And they'll also be testing the water and sanitary sewer mains and also perform a final inspection on the project.

In addition they will be finishing up the work on the permits for the wetlands that are along 100th Street in the ditch, final survey and then also some coordination with the DNR and the Army Corps of Engineers. The various components of this agreement, the construction related services \$59,640. The staking, that's the survey work, \$61,320. Construction observation services \$112,560. And then the permitting \$3,400. With that the total amount is \$236,920. GAI has done construction inspection for a number of projects in the Village in the past, and they've been a very good right arm for the Village. I recommend that this agreement be executed. I'd be glad to answer any questions.

Michael Serpe:

Mike, is the sign remaining out in front as is or is that going to be moved?

Mike Spence:

The sign is going to be moved, but it's going to still be in the vicinity that it's at now. There will be another sign off of Springbrook. But this sign ultimately is going to be impacted by the 39th Avenue construction and the ten foot sidewalk. So it's going to be moved. If I remember correctly it's going to be moved a little bit to the northeast but it will still be there.

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Michael Serpe:

Move approval of the professional construction inspections services.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

**SERPE MOVED TO APPROVE A PROFESSIONAL CONSTRUCTION INSPECTION SERVICES AGREEMENT WITH GAI CONSULTANTS IN THE AMOUNT OF \$236,920 FOR THE 39TH AVENUE IMPROVEMENTS AND FIRE STATION #1 PROJECT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**H. Consider Professional Construction Inspection Services Agreement for the installation of the bridge and parking lot at the Park and Ride Lot in Prairie Springs Park.**

Mike Spence:

Mr. President and members of the Board, this agreement relates to the ongoing work for the park and ride development out by Prairie Springs Park. There are a couple elements to this project. The first one is for the access bridge and the pedestrian bridge. These structures have been ordered. Once they're delivered the Village construction crew will be installing. The second part of this project is the actual paving of the rest of the lot. And we received bids a while back and we awarded a contract to Willkomm Excavating and Grading. They're going to be doing the remainder of the paving of the parking lot. Per our agreement with WisDOT we do need to hire a construction management and inspection consultant to oversee both of these projects. We requested a proposal from R.A. Smith National to provide these services. They were the firm that designed the park and ride, and they're intimately familiar with the project.

The scope for the bridge part of the project, again, they will assist us with preconstruction related issues and attend the kickoff for the preconstruction meeting. They'll be reporting weekly and reviewing shop drawings for the structures. And they will have an inspector that will be verifying that the specifications and the backfill material have been met. They'll also reinspect the reinforcement steel and conduct a pre-pour meeting. The onsite person will also conduct site visits and verify punch list items. And, again, a lot of this is involved because of the DOT project, and we have to document everything that we do because we are getting federal money for the project.

The parking lot construction, again, has similar elements. There will be some construction staking for silt fence for erosion control. We'll have a preconstruction meeting. And then we'll

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have a manager inspector that will monitor all the activities that go on during the construction including the pay applications and any change orders. Again, the inspector will monitor the erosion control, the environmental elements of the project, traffic control and general construction inspection and oversight during the paving project.

The proposal that we received from R.A. Smith identified the construction-related services for the bridges at \$33,123 and the parking lot at \$129,568. These numbers are really within accepted percentages for construction work on construction projects. And, again, they did construction management for us on the Carol Beach Unit 2 project which was a very challenging project as you know. So, therefore, I recommend that this agreement be executed, and I'll answer any questions.

Michael Serpe:

Mike, do we know what happened to the Amtrak proposal for a station that we were hoping would get there?

Mike Spence:

I believe there was some preliminary contact made, but I was told that based under the current administration probably any kind of rail facilities would not probably advance.

Michael Serpe:

State administration?

Mike Spence:

Yes. But there is the possibility in the future. We would just have to go back and make some modifications if we had to. So there's still hope.

Michael Serpe:

I move approval of the contract for R.A. Smith National.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde. Any further discussion?

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**SERPE MOVED TO APPROVE A PROFESSIONAL CONSTRUCTION INSPECTION SERVICES AGREEMENT WITH R.A. SMITH NATIONAL IN THE AMOUNT OF \$162,691 FOR THE INSTALLATION OF THE BRIDGE AND PARKING LOT AT THE PARK AND RIDE LOT IN PRAIRIE SPRINGS PARK; SECONDED BY ALLEN; MOTION CARRIED 5-0.**

**I. Consider Professional Engineering Services Agreement for Water System Improvements - Sheridan Road Water Main.**

Mike Spence:

Mr. President and members of the Board, as part of the TID #2 Amendment 5 we identified a number of water system improvements throughout the Village's system to improve or enhance our water distribution system. In this particular case the Village's system is fed from the existing booster bump station #2 at 104th Street and Sheridan Road. Basically there are two large transmission mains that go from the Kenosha water distribution plant to the Sheridan Road booster station. These transmission mains discharge into a five million gallon ground storage tank.

So in other words our feed from Kenosha goes directly from the plant to the pumping station. However, there are several areas that are fed off of these transmission mains. So in effect they're on the Kenosha's pressure system. So what we want to do is make these two lines true transmission mains. In other words they're going to take water from one point to the other, and they're not going to distribute water for residential or commercial use. So these two areas are on the east side of Sheridan Road between 92nd Place and down by the booster station and then unit 6 and unit W in Carol Beach.

GAI Consultants worked with the Village when we were doing the rate case analysis and putting information together, so they've got good water system capabilities. So I asked them for a proposal to design a distribution main to essentially disconnect those areas from the transmission mains and basically transfer the flow to the new distribution main. This is just a general figure that shows -- right now the Kenosha Water Plant is up by downtown Kenosha, so there's the transmission mains that come down 7th Avenue and 91st Street and then continue down along the east side of Sheridan Road and then discharge to the pumping station. All along here there are a number of homes that are directly connected to that transmission main as well as this system here. And then there are two connections for up here.

So what this project will do is we'll put in a new distribution main and reconnect at various points so that the transmission main is just that, just conveying water from the water production facility to our pumping station. And what this means is that the system -- all our residents will be on our pressure system, and there will be no need for Kenosha Water Utility to provide a minimum pressure to serve those residences for fire flow. So the scope for these services, again, include providing survey services, evaluation of the different routes and determining the appropriate size and then looking at redundancy.

Again, the design would be for the preparation of plans, doing the environmental work, preparing permit applications. In addition, we've asked for construction assistance and also preparation of

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any special assessments and easements. The fee for this design is \$99,000. For the construction, again, it's similar to the work that we've talked about earlier today, preconstruction meeting, construction staking, as built information, construction observation to make sure that everything is constructed in accordance with the contract documents. Also the testing and disinfection of the water mains and reviewing the pay estimates. The fee for these services is \$187,000. Again, the recommendation is for GAI Consultants to provide these services. For the \$99,000 for the design and \$187,000 for the construction. And we'd be looking to start the work immediately.

Michael Serpe:

Mike, I'm at a little loss. Is there a problem with what's happening right now?

Mike Spence:

No, there's not a problem. But one of the things that we discovered in the rate case with the Kenosha Water Utility is that they're saying that they have to maintain extra storage capacity and extra infrastructure in order to provide the flow to our customers. And it wasn't just in the area adjacent to these transmission mains. They were looking at their whole system saying we have to up size our whole system in order to provide fire flow and protection for these areas. So what this does in essence is we will get water from the Kenosha Water Utility, and instead of having parts of our system that are really on their system everything will be on Pleasant Prairie's system. So all the pressure, all the operation will be from Pleasant Prairie.

Michael Serpe:

So this was agreed up on during the rate study?

Mike Spence:

No, this is just something that we think makes good sense.

Michael Serpe:

But this is going to benefit the City, but is it ultimately going to benefit Pleasant Prairie?

Mike Spence:

Yes, yes. Well, the hope is at some point the amount of facilities that they consider attributing because of their need to supply these things we're going to be able to say, no, you don't need to do that. You don't need to have those larger mains. You don't need to have certain storage capacities because it's all on our system.

Michael Serpe:

So it's going to be \$286,000 and the whole project is done?

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Mike Spence:

Yes. And, again, as I indicated this is part of our overall system which would come out of our TID program.

Steve Kumorkiewicz:

You know, Mike, I took the time to read every one of the packets through the whole hearing, and I was amazed what I find out [inaudible] for the service and the cost. It makes a lot of sense what we're doing because the City is going to be out of the picture. All of the water is going to be connected from the tank at 165 and that's it. That means that they cannot say, well, we provide water to the lakeshore and fire protection and so on. It's going to be out system. So no more.

Mike Spence:

That is correct.

Steve Kumorkiewicz:

That's what I like about it.

Mike Spence:

The other thing if I may just interject, the other thing I should mention in addition to this, this will also provide flows to the Barnes Creek neighborhood which is on the west side of Sheridan Road. That's the big neighborhood between Sheridan Road, 165 and 91st, that whole area. So it will provide additional service or redundancy for that area.

John Steinbrink:

So the bottom line is by doing this hopefully we can get our rates down where we actually attract more business customers to the Village and lower the rates for the Village customers which would be more in accordance with the Ruckert-Mielke plan which would have had a regional system that would have benefitted all of the area here and not made us a cash cow for the city, is that correct?

Mike Spence:

That is correct. In other words instead of having a regional system where the infrastructure is jointly accounted for by everyone, we've unfortunately developed into a system where we are basically providing distribution independently.

John Steinbrink:

And we've designed a system that's balanced and provides all our customers equal pressure and good fire protection, and that's what this project is going to continue to do in this area.

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Mike Spence:

That is correct.

John Steinbrink:

Clyde?

Clyde Allen:

Thank you, Mr. President. I guess I'm still a little bit confused. John, I think you muddied my waters a little bit further when you said hopefully we can get a reduction in rates and we're at the mercy of the City so we have no assurances correct?

John Steinbrink:

We're at the mercy of the State.

Mike Spence:

Clyde, what this means is from an engineering perspective it makes sense regardless of the rate issues. I mean that definitely is a big part of it, but in a water system network you generally have what are called transmission mains, and those are meant to convey from point A to point B. It's really never a good policy to have individual services coming off those lines. So this is doing that. But there's the added benefit of basically making it all consistent with our system. Now, there's no guarantees when we look at the rate structure, but it would be pretty hard to argue that all these components of their system are necessary to support us when we have a totally independent network.

Steve Kumorkiewicz:

I like it because south Kenosha also is going to get water from us, not from the City, right?

Mike Spence:

South Kenosha, yes, we can do something there. The problem there we have to be careful because there's older pipes there, and we have pressure reducing valves. That's part of this project, too, that we'll look at.

Steve Kumorkiewicz:

Okay, it's going to be revised for pressure, okay. The only area going to be left is going to be the interceptor that we've got in Cooper Road and 85. Eventually that's going to be blocked out of the system.

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Mike Spence:

We are looking at another project that will be coming up in the next month or so, a water study where we're going to look at getting rid of our other connections again with the Kenosha Water Utility. And you'll see a proposal probably within the next month on that.

Steve Kumorkiewicz:

Good. I'm looking forward to that, too. This is a great project, this one, because it's going to save us in the long run, save the people in the long run.

Kris Keckler:

The few questions I had were already asked and answered so I appreciate your answers for those. I just wanted to commend you and the public works department and anybody else. My understanding of this it's not mandated, but it certainly puts us in a much better bargaining position as we move forward. And it would be nice to say that in two or three or eight years we get the return on the investment, but I think it's not going to be just the return from the financial side but also in a better position in providing the services so thank you for that.

Mike Spence:

Thank you.

Steve Kumorkiewicz:

I make a motion to approve the system.

Kris Keckler:

Second.

John Steinbrink:

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

**KUMORKIEWICZ MOVED TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GAI CONSULTANTS IN THE TOTAL AMOUNT OF \$286,000 FOR WATER SYSTEM IMPROVEMENTS - SHERIDAN ROAD WATER MAIN; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

**J. Consider Resolution #14-16 Certifying the Creation, Review and Adoption of the Compliance Maintenance Annual Reports for the Wastewater Facilities in the Village.**

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John Steinbrink, Jr.:

Mr. President and members of the Board, every year the Wisconsin Department of Natural Resources requires the water utility for Pleasant Prairie and all the other ones within the State to kind of do a little health and history checkup for it. There's nine or ten pages of different items that they ask us to go through and report on and then they give us a grade at the end. It talks about the financial, the maintenance and then our capital and identifying any weaknesses that we have that may cause backups or any liability exposure to the Village.

Our financials are good, our finance department does a great job determining the rates, working with the PSC so we're good with that. Our CIP has been decent to the point where we have been able to make a lot of improvements in the Cooper Road drainage basins and it really has helped over the last couple years. So so far we've gone down and relined a lot of the old clay mains that we have in the Cooper Road area, so it has brought down a lot of the infiltration that we have going down to the meter on Cooper Road. And it really has eliminated a lot of the backups that we've had in that area along the Cooper Road drainage basin.

The last component of that which we've identified in our report is going through and actually relining the laterals up to the residents' property line. And I think that will really eliminate a lot of the drainage problems that we have and infiltration problems and potential basin backups in the oldest part of the Village. So it's something that we have identified. We did have one overflow last week with that big rain. But all the other rains that we had earlier in the spring and all the frost that came out of the ground and snow melt we really didn't have any other ones. So just to get that down to one with some of the large rains we've had, and we only had to bypass pump on and off with one small pump for under two hours. So I think this is definitely worked and I think we're definitely on the right track.

I think the things that we do in the budget every year has definitely helped us to put us in this position. If you guys remember back a couple years ago we probably flooded like maybe 15 or 20 basements on that Cooper Road. And so we're still having to do an occasional overflow in large rains, but we're not backing up the water in the basements, and so I think that's really been working well. We went through the work of the ten pages of detail. We did get an A on everything that we have for this year so I'm very happy to report with that. And I can answer any other questions you may have.

John Steinbrink:

I think the residents are very happy with the fact that you guys are staying on top of it. And when we get these rains you're there, you know where the problems are and what could potentially happen. Like you said they pump in time to protect the basements of the folks there. I know we did a project a few years back where we did the sump pump project for these to get that water out of the system. So everything we do helps because the systems are designed to only handle so much water, and they're not designed to handle all the stormwater. So what you guys are doing is really working, and I think people really appreciate it.

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John Steinbrink, Jr.:

Thank you very much. And it's only with the support of the Board and our CIP program that we can make this happen. But it's definitely a move in the right direction over the last five years.

John Steinbrink:

It's money well spent.

John Steinbrink, Jr.:

Absolutely, absolutely.

Michael Serpe:

John, you and I and Steve were on the Board, and how many times did the residents flood this hall after a rainstorm complaining about sewage in their basements, and that's been totally eliminated. That was bad times. You guys did a great job on identifying it. Mike coming up with the proposal for the sump pump help it worked out well.

John Steinbrink, Jr.:

Because the Village of Pleasant Prairie is a satellite user not only to water but also to sewer. So for every gallon of water that goes into our sanitary sewer we have to pay the City of Kenosha to treat it whether it's sewage or whether it's groundwater. And at \$5 a thousand and considering that one gpm a gallon per minute leak could be over half a million gallons a year, all those little leaks, solving those really adds up by not having the basements backups and not having to pay for treatment. We can take that money that we would have spent in treatment and put that back into capital. So I think we're definitely on the right track, and I appreciate all your support over years on that.

John Steinbrink:

And I think what we're seeing here is, like you said, the oldest part of the Village there, and that always creates a challenge to work with the older systems like that. This new re-lining technique is really a plus, and you don't have to disturb everybody's yard and landscaping totally in order to do this. And in the end everybody benefits.

Steve Kumorkiewicz:

Tobin Creek over there they called me up because was going up. It went right to the point where [inaudible] flood [inaudible] in the creek go to the culvert we have over there on 14th [inaudible]. I called public works, they came up and they cleaned it up because I checked later on and it was clear. We have [inaudible].

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John Steinbrink, Jr.:

So that's a part of our clean water which is separate from this report but thank you.

Michael Serpe:

One other question for John while you're up here. How are we doing on standby generators for the pumping stations?

John Steinbrink, Jr.:

We only have one left to do which we'll put in next year. So it's definitely been working out well. I think we've put in three or four over the last couple of years. And it's nice just having one because we do have multiple generators so if something would go bad we'd have the capability. And it's definitely helped our response time out in the Carol Beach area because all the ones in Carol Beach had generators with them. And they trigger on on a regular basis and run, and it provides a good service to the residents and it saves a lot of time. Because it takes by the time you get the call from someone, you go out there, you get the generator, you haul it out there it probably takes 45 minutes. And depending how much water is coming in you may not have 45 minutes. So it's been working out well and we're down to just one left so we should have that complete next year.

Michael Serpe:

These are the things that the people appreciate but don't talk much about, but they definitely appreciate what's going on. It's good work. I'd move approval of 14-16.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of 14-16. Any further discussion?

**SERPE MOVED TO ADOPT RESOLUTION #14-16 CERTIFYING THE CREATION, REVIEW AND ADOPTION OF THE COMPLIANCE MAINTENANCE ANNUAL REPORTS FOR THE WASTEWATER FACILITIES IN THE VILLAGE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

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**K. Consider Ordinance #14-15 to amend Chapter 292 of the Municipal Code relating to Solid Waste and Recycling.**

John Steinbrink, Jr.:

Mr. President and members of the Board, updating Chapter 292 it's just something that's a little bit of cleanup work. It's something that we've been practicing within public works but we haven't had on the books. It's just changing the days of when electronics will be picked up from Wednesdays to Fridays because that's when we do it now. We try to piggyback with other things, not just going out for providing one service. We may do multiple things on that one day. So we'll do a bunch of things on Friday. And so just so it's on the books correct we updated that. And we're telling people that as long as they call by the night before to cancel it won't be a problem. So if they call in the morning or that day our crew is already dispatched and out, it's too late. But we're just telling them as long as you call by noon the day prior then we can have it scheduled and we're good with that.

And the last thing is just updating the cost on the books. We're not actually raising any rates, we're just updating the ordinance with this component. And so we passed it in the Board and we've been charging the residents the rates, it just never got into the ordinance. So we're just updating that. So it's really just kind of a minor update to the ordinance and that's it for right now.

Clyde Allen:

Motion to approve.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike for adoption of Ordinance 14-15. Any further discussion?

**ALLEN MOVED TO ADOPT ORDINANCE #14-15 TO AMEND CHAPTER 292 OF THE MUNICIPAL CODE RELATING TO SOLID WASTE AND RECYCLING; SECONDED BY SERPE; MOTION CARRIED 5-0.**

**L. Consider Resolution #14-17 relating to Amendment of the 2014 Budget.**

Kathy Goessl:

Mr. President and Village Board, I'm bringing forth to you budget amendments that are required to be approved by the Village Board. There are four different departments that are affected by these amendments. And I have a chart up on the overhead showing the departments and the effect on the budgets. The first department is inspection. They are increasing their expenses.

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Mainly they added personnel due to the increase in the activity in that department so they're going to have an increased revenue of \$169,995 which will offset their expenses. They'll actually have more than \$169,000 of addition revenue, but the expenses that they are going up will be covered plus even more revenue coming in for 2014.

The second department we're looking at is the IT department. The new IT director, Dan, came in at the end of the budget process. So the budget was passed without much review by the new IT director. So as Dan became more familiar with the Village technology environment he reprioritized projects, and some of the stuff became non-capital instead of capital. So we're looking at transferring money from the general capital project fund which is the area where we buy our capital which is items over \$5,000 to the operating budget to buy minor equipment and also cover some software maintenance agreements. Along with that movement of expense we also are moving the respective tax levy that went with that expense in the general capital project fund.

And then the next one is the police department. The union contract for the police was signed last month. We calculated what the impact of that contract was on the police budget in terms of personnel dollars, and this budget amendment lines three and four transfers almost \$38,000 to the police department to cover the additional expense of their contract from the contingency that we set up in our budget when we did it in 2014.

And the last one is the public works department. Back in April you had a special meeting to approve the purchase of additional salt, \$120,000 worth. And this budget amendment actually increases the salt budget, and the offset is the actual reserves that we have on our books at that time. So the overall effect on both is only a net increase of \$120,000 which we ended the year way ahead in revenue last year and our expenses were down, therefore more than exceeding the \$120,000 that we're asking to take from the reserves for this 2014 budget. I'm looking for approval for these four budget amendments for the 2014 budget.

Kris Keckler:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Any further discussion? I think with the salt by doing what we did that allows us the opportunity buy more later if we need it. Because if we didn't do this and then we run out we wouldn't have that opportunity the way the State has set up the program. So once again money well spent. Further discussion?

Village Board Meeting  
June 16, 2014

**KECKLER MOVED TO ADOPT RESOLUTION #14-17 RELATING TO AMENDMENT OF THE 2014 BUDGET; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**M. Consider one new Operator License Application and Operator License Renewal Applications for July 1, 2014-June 30, 2016.**

Jane Romanowski:

So there is just one new application for Kristen Andersen, and then there are 18 renewals. They go through the same process as the original police checks, and they do the same application. So I would recommend approval of the new license and then the renewals of the 18 that we've received so far, and those names will be included in the motion.

Michael Serpe:

So moved.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde. Any discussion?

**SERPE MOVED TO APPROVE THE NEW OPERATOR LICENSE FOR KRISTEN ANDERSEN AND ALSO TO APPROVE THE RENEWAL OF THE OPERATOR LICENSES FOR THE FOLLOWING APPLICANTS:**

<b>Sean C. Butterfield</b>	<b>Julie A. McRoy</b>
<b>Neil A. Ebert</b>	<b>Joshua L. Montes</b>
<b>Ijaz U. Haq</b>	<b>Tracy L. Pagliaroni</b>
<b>Sabrina M. Harper</b>	<b>Kelly M. Shondel</b>
<b>Michael L. Henthorn</b>	<b>Bhinder P. Singh</b>
<b>Pamela D. Jackson</b>	<b>Marianne C. Kane</b>
<b>Nicole M. Kloet</b>	<b>Melanie L. St. John Grace</b>
<b>J.F. Ladewig</b>	<b>Sara J. Stagliano</b>
<b>Meghan R. LaForge</b>	<b>Barbara A. Wagner</b>

**SECONDED BY CLYDE; MOTION CARRIED 5-0.**

Village Board Meeting  
June 16, 2014

## 7. VILLAGE BOARD COMMENTS

Michael Serpe:

The triathlon is Sunday. This Sunday the Pleasant Prairie Triathlon at Lake Andrea. And anybody willing to come out and help out and volunteer we can use all the help we can get. It's usually a lot of fun.

John Steinbrink:

A lot of construction going on. I guess it looks like the roundabout started on C and H. It looks like they're going to put temporary stop signs in different places around the Village, so people need to be on the lookout and make sure they're watching for the new signage. It looks like there's going to be plenty of warning hopefully for folks. But hopefully safely get people around the Village. When does it start up here on the corner Mike?

Mike Spence:

The 39th Avenue road construction will be probably next May.

John Steinbrink:

It's that far off yet.

Mike Spence:

Yes. Right now we're doing land acquisition, and the DOT will actually bid the project late winter so it would probably start construction like I said April or May of next year.

John Steinbrink:

But we've got movement going around here with changing the roads.

Mike Spence:

Right. The new access for Village Hall will actually -- until that gets built the new access will go to the existing Springbrook. And then that will get changed when the roundabout comes in. It will be the same thing for the fire station access.

Kris Keckler:

It happens often enough in my daytime job working for the district when you get so involved with the local area you don't get to experience or compare how you do on a larger stage, and it's nice to see that affirmation. I attended the new municipalities workshop, and so I got to hear a lot of questions or comments from other surrounding areas. And it really kind of affirmed the quality

Village Board Meeting  
June 16, 2014

administrative team and leadership here at the Village of Pleasant Prairie and how things are running. So I just wanted to commend the leadership groups and all the department heads because I think it really comes down to a lot of clarity, communication and presentations. And you guys do a phenomenal job.

John Steinbrink:

We all agree on that one. Thank you, Kris.

**8. ADJOURNMENT**

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY ALLEN; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7 P.M.**

**RESOLUTION #14-19**

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION  
OF PUBLIC IMPROVEMENTS AND LEVYING  
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY  
WITH THE CONSTRUCTION OF 250 LINEAR FEET OF SANITARY SEWER ON  
SPRINGBROOK ROAD EAST OF STH 31**

**WHEREAS**, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 19<sup>th</sup> day of May, 2014, adopted a Preliminary Resolution #14-15 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of 250 linear feet of sanitary sewer on Springbrook Road east of STH 31.

**WHEREAS**, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 7<sup>th</sup> day of July, 2014 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

**WHEREAS**, the Village Board has examined the report relating to the improvements and assessments (including the schedule of proposed assessments contained therein) and has considered the statements of those persons appearing at the public hearing;

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Pleasant Prairie, as follows:

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$57,830.71. The amount assessed against each of the affected properties is listed on Schedule C.
4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

5. The property owners may, at their option, pay the assessments to the Treasurer in cash or up to ten equal, annual installments, with interest from November 1, 2014 at the rate of 9% per annum on the unpaid balance. All assessments will be collected in installments as provided in the preceding sentence, except assessments with respect to which the property owner shall within 30 days from the date of the Installment Assessment Notice referred to in Section 6 below elected to pay the assessment in full as provided in such Notice.
6. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 7<sup>th</sup> day of July, 2014.

VILLAGE OF PLEASANT PRAIRIE

---

John P. Steinbrink, Village President

Attest:

---

Jane M. Romanowski, Village Clerk

Date Adopted:

Published:

Anne and Jerry Rabin  
6717 Springbrook Road  
Pleasant Prairie, Wisconsin 53158  
262-942-0332

April 22, 2014

RECEIVED  
APR 22 2014  
Village of  
Pleasant Prairie

Jane M. Romanowski  
Village Clerk  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, Wisconsin 53158

Dear Ms. Romanowski,

We petition the Village of Pleasant Prairie to extend sanitary sewer to our home on 6717 Springbrook Road.

Sincerely yours,

  
Jerry L. Rabin

  
Anne M. Rabin



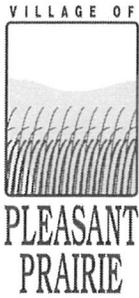
- Legend**
- Street Centerlines
  - Right-of-Ways
  - Water Features
  - - - Parcels
  - - - Certified Survey Maps
  - - - Condominiums
  - - - Subdivisions
  - Municipal Boundaries



1 inch = 239 feet

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

Date Printed: 5/1/2014



June 24, 2014

Property owners in the area adjacent to Springbrook Road (County Trunk Highway ML) between State Highway 31 (Green Bay Road) and Old Green Bay Road.

**RE: NOTICE FOR PUBLIC HEARING JULY 7, 2014, 6:00 P.M. VILLAGE HALL**

The Village Board will conduct a public hearing on **Monday, July 7, 2014 at 6:00 p.m.** in the Auditorium at the Village Hall, 9915 – 39<sup>th</sup> Avenue. This public hearing will be the last meeting to be held concerning construction of public sanitary sewer improvements located in an east-west orientation in the right-of-way of Springbrook Road (County Trunk Highway ML) east of State Highway 31 (Green Bay Road) to Old Green Bay Road. The levying of this special assessment is necessary to extend the Village of Pleasant Prairie sanitary sewer system to address a municipal sewer service request and a failing mound system.

**PUBLIC HEARING JULY 7, 2014, 6:00 P.M. VILLAGE HALL**

This is the residents' opportunity to comment on the proposed project, prior to the Village Board making their decision to levy a special assessment to construct the sanitary sewer improvement project. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of the public hearing as well as the assessment report.

If you have any further questions or require any additional information, please call the Village Engineer, Mike Spence, P.E., at (262) 948-8951 or myself at (262) 925-6721.

A handwritten signature in black ink that reads "Michael R. Pollocoff".

Michael R. Pollocoff  
Village Administrator

Enc.



## NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

**PLEASE TAKE NOTICE** that the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin has adopted a preliminary resolution declaring its intention to exercise its police power to levy special assessments pursuant to section 66.0703, Wis. Stats., upon property within the following proposed assessment district for benefits conferred upon the property for construction of 250 linear feet of sanitary sewer on Springbrook Road east from STH 31, in the Village of Pleasant Prairie.

A report, the estimated cost of improvements and a schedule of proposed assessments are on file at the Pleasant Prairie Village Hall, 9915 39th Avenue, and may be inspected there during any business day between the hours of 8:00 a.m. to 5:00 p.m.

You are further notified that the Governing body will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the above described report **at 6:00 p.m. on the July 7, 2014** in the Pleasant Prairie Village Hall. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Dated this 20<sup>th</sup> day of June, 2014.

A handwritten signature in cursive script that reads "Vesna Savic".

---

Vesna Savic  
Deputy Village Clerk

Published: June 23, 2014

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**ASSESSMENT REPORT**

**SPRINGBROOK SANITARY SEWER EXTENSION  
PROJECT NO. E-14-008**

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In accordance with the preliminary resolution No. 14-15 of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on May 19, 2014 with respect to special assessments to be levied on properties benefited by the Springbrook Sanitary Sewer Extension Project, the undersigned reports as follows:

1. Plans. Attached, as Schedule A, final plans for the improvements described above;
2. Cost of Improvements / Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements, cost of the project for an equivalent 8-inch diameter sewer, and the assessment rate calculation;
3. Schedule of Proposed Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
4. The new improvements include sanitary sewers and related appurtenances. The improvements will provide public sewer service and protect the public health and welfare of the citizens of the community;

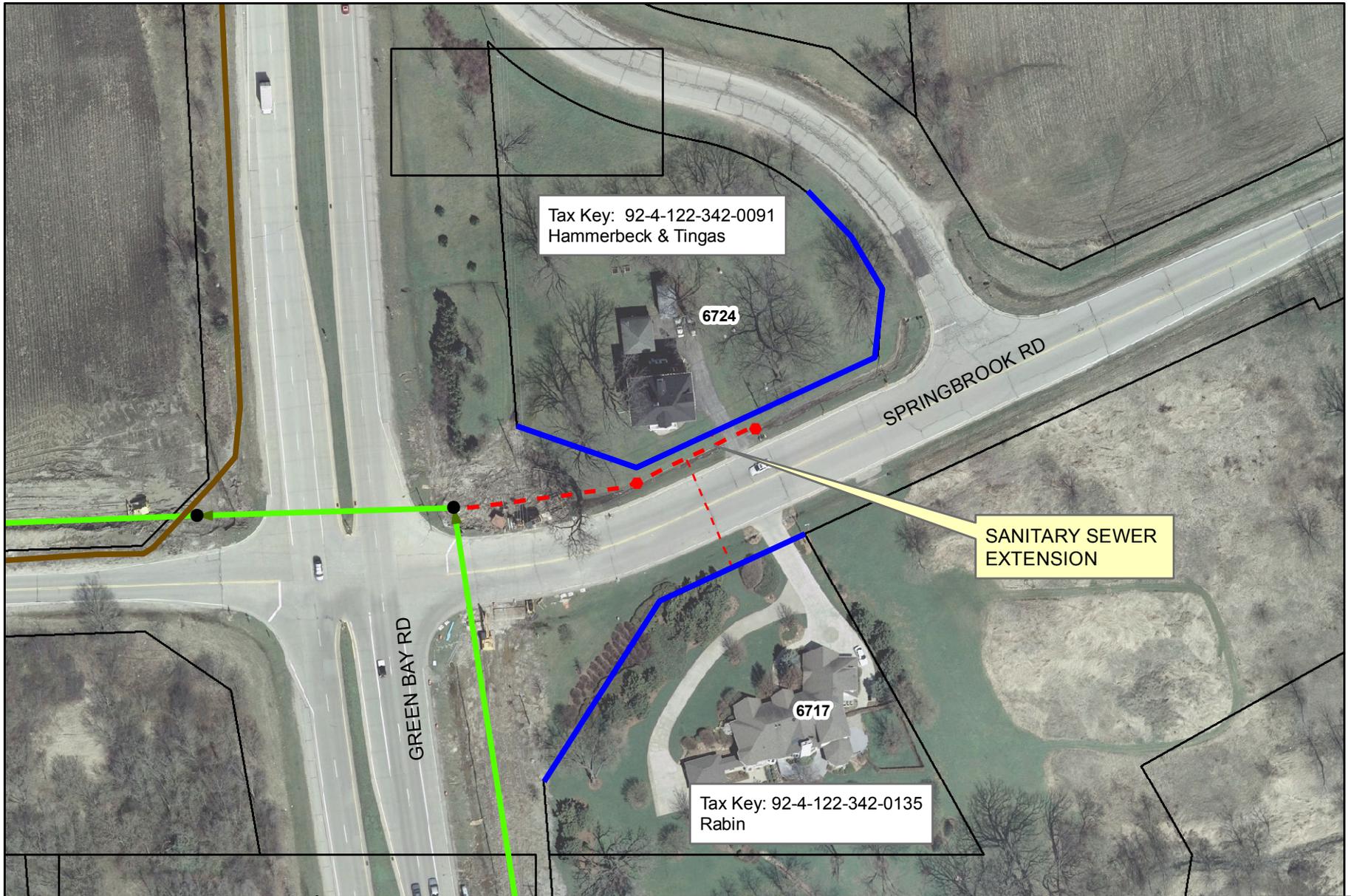
The assessments set forth on Schedule C were determined on the following basis:

- Per linear front footage. The assessment method and rate calculation is attached in Schedule B.

Dated this 24<sup>th</sup> day of June, 2014

  
\_\_\_\_\_  
Michael R. Spence, P.E., Village Engineer

--- SEWER EXTENSION  
— ASSESSED FRONTAGE



VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WI 53158

**SCHEDULE A**



PROJECT ID:  
SPRINGBROOK ROAD SANITARY EXTENSION

**SCHEDULE B**  
**COST OF IMPROVEMENTS / ASSESSMENT METHOD & RATE CALCULATION**

**SPRINGBROOK SANITARY SEWER**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PROJECT NO. E-14-008**

1. Sanitary Sewer front footage assessment rate is based on the estimated per linear foot cost of an 8-inch diameter sewer, which is the minimum size sewer main diameter. A reduction is applied to the overall assessable project cost to account for the sewer diameter upsizing required to service the entire sewer service area.
2. The linear foot cost is calculated as the total project cost divided by the total length of sewer. This cost was then divided in half to account for both sides of the road.
3. Total estimated project cost (per design) = \$51,550.  
See attached – Assessable project cost (per design).
4. Total estimated project cost (8-inch sewer) = \$49,050  
See attached – Assessable project cost w/8-inch sewer.
5. Assessment rate reduction factor for project cost difference:  
 $1 - (\$49,050 / \$51,550) = 4.85\%$
6. The adjusted assessment rate is applied to each benefited property. The “frontage” is the lot dimension abutting the public right-of-way of each benefited property. Properties are assessed one time for the entire assessable frontage.
7. Corner lot credits are determined by adding the length of the property along each right-of-way, then subtracting 132-feet. The net result is the assessable front footage. If the length of the property along any right-of-way is not 132 feet long, then the shorter of the two is subtracted from the front footage and the remaining frontage becomes the net assessable frontage.

Assessment Rate Calculation-(Frontage Assessment)

Total estimated assessable project cost	= \$51,550
Total length of sanitary sewer	=230 linear feet
Cost per linear foot (full road frontage)	= \$224.13 per linear foot
Cost per linear foot (single side road frontage)	= \$112.07 per linear foot

Assessment rate (not adjusted)	= \$112.07 per liner foot
Reduction adjustment factor	= 4.85%
<b>Assessment Rate (adjusted)</b>	<b>= \$106.63 per liner foot</b>

Assessment Rate - (Residential Laterals)

Laterals are assessed assuming an equal distance from the sanitary sewer main to the property line for each side of the street at a cost not to exceed \$3,000 for each lateral.

- Note: Final Assessment Bills will be based on actual costs with an adjustment factor of 4.85%, not to exceed the assessment rate as calculated above.

**Schedule C - Assessment Schedule**

**Springbrook Sanitary Sewer Extension Project  
Village of Pleasant Prairie  
Project No. E-14-008**

Assessment Rate per linear front footage = \$106.63

<b>Property Owner and Parcel No.</b>	<b>Frontage Sanitary Sewer (feet)</b>	<b>Frontage Assessment</b>	<b>Sanitary Lateral \$3000 / each</b>	<b>Net Benefits</b>	<b>Damages Awarded</b>	<b>Total Assessment</b>
92-4-122-342-0135 Jerry L. & Anne M. Rabin 6717 Springbrook Road Pleasant Prairie, WI 53158	153.73	\$16,392.23	\$3,000.00	\$19,392.23	\$0.00	\$19,392.23
Note: Corner property assessment						
92-4-122-342-0091 Justin Hammerbeck & Pauline Tingas 6724 Spingbrook Road Kenosha, WI 53142	332.35	\$35,438.48	\$3,000.00	\$38,438.48	\$0.00	\$38,438.48
Note: Corner Property Assessment						
<b>TOTAL ASSESSMENTS</b>	<b>486</b>	<b>\$51,830.71</b>	<b>\$6,000.00</b>	<b>\$57,830.71</b>	<b>\$0.00</b>	<b>\$57,830.71</b>

Consider **Ord. #14-20** for a **Zoning Text Amendment** for the request of Berwick Properties, Inc. owner of the properties located at 9000, 9020 and 9080 76<sup>th</sup> Street known as Prairie Ridge Market Place to amend the Prairie Ridge Planned Unit Development to remove the requirements that all wall signs shall be Cardinal Red (color #3M3630-53) except for a logo as approved by the Zoning Administrator.

**Recommendation:**

On June 23, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve a **Zoning Text Amendment (Ord. #14-20)** as presented in the July 7, 2014 Village Staff Report.

## VILLAGE STAFF REPORT OF JULY 7, 2014

Consider **Ord. #14-20** for a **Zoning Text Amendment** for the request of Berwick Properties, Inc. owner of the properties located at 9000, 9020 and 9080 76<sup>th</sup> Street known as Prairie Ridge Market Place to amend the Prairie Ridge Planned Unit Development to remove the requirements that all wall signs shall be Cardinal Red (color #3M3630-53) except for a logo as approved by the Zoning Administrator.

*On May 15, 2000 the Village Board adopted Ord. #00-43 to create the Prairie Ridge PUD as amended on July 16, 2007 by Ord. #07-28 which allowed for specific sign requirements for Prairie Ridge Market Place located at 9000, 9020 and 9080 76<sup>th</sup> Street.*

At this time the owners of 9000, 9020 and 9080 76<sup>th</sup> Street known as Prairie Ridge Market Place located on Outlot 19 in the Prairie Ridge Subdivision are requesting to amend the Prairie Ridge Planned Unit Development to remove the requirements that all wall signs shall be Cardinal Red (color #3M3630-53) except for a logo as approved by the Zoning Administrator.

Specifically Section d. ii (2) (i) and (j) as originally written in Section 420, Attachment 3, Appendix C 1 specified PUD 1 entitled *PRAIRIE RIDGE PUD* are being deleted. In addition, after further review Village staff also recommends that items (f) and (h) be modified and item (l) be added as shown below to conform with the Village current wall sign requirements:

Section 420-76DD entitled "Wall sign" shall be modified for the Prairie Ridge Marketplace, and the following wall signs regulations shall apply:

- (a) A wall sign(s) shall only advertise the name(s) of the building occupants;
- (b) A wall sign(s) shall be permanently mounted on the exterior facia of the building, shall not be placed on any architectural feature and shall be a minimum of six inches from the edge of the facia or an architectural feature as shown in Exhibit 2;
- (c) A wall sign(s) shall not extend past the building's internal leasable store front area of the tenant space;
- (d) A wall sign(s) shall not extend more than 12 inches from the building's wall surface;
- (e) A wall sign(s) shall not include a changeable copy sign, electronic changing message sign or electronic scrolling sign;
- (f) All wall signs shall be internally illuminated **or halo-type illumination. The following types of signs/sign illumination shall not be permitted unless approved by the Village Zoning Administrator on a case-by-case basis, including, but are not limited to: (a) External neon outlining illumination; or (b) Background painting of the building façade;**
- (g) A wall sign shall not be longer than 30 feet for any one tenant, including spacing between the type;

- (h) **Only channel-type or pin-mounted letters** ~~individual channel letters~~ shall be allowed and a symbol or company logo may be allowed as approved by the Village Zoning Administrator; **no sign raceways are allowed; and no visible electrical "crossovers" are allowed;**
- ~~(i) All individual channel letters, caps and returns shall be Cardinal Red (color #3M 3630-53). However, if the sign incorporates a logo, different colors may be used for the logo so far as the logo colors are approved by the Village Zoning Administrator and VK Development or any subsequent owner;~~
- ~~(j) A symbol or company logo may be a different color as approved by the Village Zoning Administrator; and~~
- (k) The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.
- (l) All exterior building walls/facades where former signage was placed shall be patched and/or repaired and repainted as needed, as a condition of any new wall sign permit approval. All exterior building walls/facades shall be maintained in a state of good repair at all times.**

On June 23, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve a **Zoning Text Amendment (Ord. #14-20)** as presented in the July 7, 2014 Village Staff Report.

**ORD. #14-20**

**ORDINANCE TO AMEND SECTION 420, ATTACHMENT 3, APPENDIX C 1.  
RELATED TO SPECIFIC DEVELOPMENT PLANS, ENTITLED  
"1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT"  
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE,  
KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 420, Attachment 3, Appendix C 1. D. ii (2) relating to specific development plans, entitled "1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT" of the Village Zoning Ordinance is hereby amended as follows:

- (2) Section 420-76DD titled "Wall sign" shall be modified for the Prairie Ridge Marketplace, and the following wall signs regulations shall apply:
- a. A wall sign(s) shall only advertise the name(s) of the building occupants;
  - b. A wall sign(s) shall be permanently mounted on the exterior facia of the building, shall not be placed on any architectural feature and shall be a minimum of six inches from the edge of the facia or an architectural feature as shown in Exhibit 2;
  - c. A wall sign(s) shall not extend past the building's internal leasable store front area of the tenant space;
  - d. A wall sign(s) shall not extend more than 12 inches from the building's wall surface;
  - e. A wall sign(s) shall not include a changeable copy sign, electronic changing message sign or electronic scrolling sign;
  - f. All wall signs shall be internally illuminated **or halo-type illumination. The following types of signs/sign illumination shall not be permitted unless approved by the Village Zoning Administrator on a case-by-case basis, including, but are not limited to: (a) External neon outlining illumination; or (b) Background painting of the building façade;**
  - g. A wall sign shall not be longer than 30 feet for any one tenant, including spacing between the type;
  - h. **Only channel-type or pin-mounted letters** ~~individual channel letters~~ shall be allowed and a symbol or company logo may be allowed as approved by the Village Zoning Administrator; **no sign raceways are allowed; and no visible electrical "crossovers" are allowed;**
  - ~~i. All individual channel letters, caps and returns shall be Cardinal Red (color #3M 3630-53). However, if the sign incorporates a logo, different colors may be used for the logo so far as the logo colors are approved by the Village Zoning Administrator and VK Development or any subsequent owner;~~
  - ~~j. A symbol or company logo may be a different color as approved by the Village Zoning Administrator; and~~
  - k. The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.

**I. All exterior building walls/facades where former signage was placed shall be patched and/or repaired and repainted as needed as a condition of any new wall sign permit approval. All exterior building walls/facades shall be maintained in a state of good repair at all times.**

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014.

**VILLAGE OF PLEASANT PRAIRIE**

**ATTEST:**

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

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

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

Effective Date: \_\_\_\_\_

20-Prairie Ridge Market Place PUD amend-signage



Filed 5/16 2014 Published 6/9 2014  
 Public Hearing 6/23 2014 6/16 2014  
 Fee Paid 5/14 2014 Approved          20          
 Notices Mailed 5/6 2014 Denied          20        

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN  
 ZONING MAP AND TEXT AMENDMENT APPLICATION**

To: Village Plan Commission & Village Board of Trustees of the Village of Pleasant Prairie:

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

It is petitioned that the following described property be rezoned from the present N/A

         District(s) to N/A District(s). The property petitioned

to be rezoned is located at: Prairie Ridge PUD and is legally described

(address)

as follows: seeking Zoning Text Amendment only for Section 420, Attachment 3, Appendix C1

Tax Parcel Number(s): See PUD Ordinance # 07-28

The proposed use for this property is: N/A

Petitioner's interest in the requested rezoning: Zoning Text Amendment

Compatibility with adjacent land uses:         

I (We) are also requesting a Zoning Text Amendment to amend Section 420, Attachment 3, of Appendix C1, Par. (d)(ii), (2)(c) of the Village Zoning Ordinance.

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request to determine additional information that may be needed for this request.

I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

**PROPERTY OWNER:**

Print Name: Berwick Properties, Inc.

Signature: [Signature]

Address: 4015 80th Street

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

Phone: 262-697-9616

Fax: 262-697-9856

Email: commercial@bearproperty.com

Date May 16, 2014

**OWNER'S AGENT:**

Print Name:         

Signature:         

Address:         

(City) (State) (Zip)

Phone:         

Fax:         

Email:         

Date:         

[Signature]

## ZONING TEXT AMENDMENT REQUEST

A zoning text amendment request is being made for the Prairie Ridge PUD – specifically to Section 420, Attachment 3, Appendix C 1 of the Village Zoning Ordinance Pertaining to Specific Development Plans, Entitled “1. Prairie Ridge Planned Unit Development (Ord. #00-43)” of the Village of Pleasant Prairie Zoning Ordinance, Kenosha County, Wisconsin Relating to Prairie Ridge PUD (Ordinance # 07-28). The applicant requests **to strike Paragraph 1(d)(ii)(2)(i) and (j)** which state as follows:

*“(2) Section 420-76DD titled “Wall sign” shall be modified for the Prairie Ridge Marketplace, and the following wall signs regulations shall apply:*

...

*(i) All individual channel letters, caps and returns shall be Cardinal Red (color #3M 3630-53). However, if the sign incorporates a logo, different colors may be used for the logo so far as the logo colors are approved by the Village Zoning Administrator and VK Development or any subsequent owner:*

*(j) A symbol or company logo may be a different color as approved by the Village Zoning Administrator; and*

...”

The reason for the request to strike the above identified provisions is that a tenant in Prairie Ridge Marketplace, Valeri Orthodontics, S.C. desires to install a wall sign incorporating its logo which uses primarily dark blue lettering with sky blue accents and a sky blue smile on the left side. A copy of the proposed logo is attached hereto for reference.

This request is further being made to provide more flexibility for present and future tenants at Prairie Ridge Marketplace to install signage consistent with their company color schemes. The applicant believes granting this request will bring it in line with other multitenant commercial developments in Pleasant Prairie developed in the last few years such as the Shoppes at Prairie Ridge which do not require uniform sign coloring.

*Lynn*

**Valeri**  
**Orthodontics**



**ORDINANCE # 07-28**

**ORDINANCE TO REPEAL AND RECREATE  
SECTION 420, ATTACHMENT 3, APPENDIX C 1.  
OF THE VILLAGE ZONING ORDINANCE  
PERTAINING TO SPECIFIC DEVELOPMENT PLANS, ENTITLED  
"1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT (ORD. #00-43)"  
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO PRAIRIE RIDGE PUD**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 420, Attachment 3, Appendix C 1. of the Village Zoning Ordinance is hereby created to read as follows:

**Section 420, Attachment 3, Appendix C 1.**

**1. PRAIRIE RIDGE PUD (Ord. No. 00-43, originally adopted May 15, 2000)**

**a. Purpose and Intent:**

It is the intent that **Prairie Ridge** (hereinafter referred to as the "Development"), will provide for development and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business District; C-1, Lowland Resource Conservancy District and PR-1 Park-Recreational District zoning with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial regional retail/office center area, and seek to achieve a business environment of sustained desirability and economic stability which will operate as a uniform commercial/office development, and will seek to avoid unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.

**b. Legal Descriptions:**

- i. **Tax Parcel Number 91-4-122-081-0105** - Outlot 18, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- ii. **Tax Parcel Number 91-4-122-081-0110** - Outlot 19, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- iii. **Tax Parcel Number 91-4-122-081-0131** - Parcel 1, CSM #2175, Document #1174606; f/k/a Outlot 17, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- iv. **Tax Parcel Number 91-4-122-081-0140** - Outlot 16, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

- v. **Tax Parcel Number 91-4-122-081-0200** - Outlot 20, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- vi. **Tax Parcel Number 91-4-122-081-0210** - Outlot 21, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- vii. **Tax Parcel Number 91-4-122-081-0221** - Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727, excluding Parcel 1 of CSM #2063.
- viii. **Tax Parcel Number 91-4-122-081-0250** - Parcel 1, CSM #2063, Document #1113314; f/k/a Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

The above-noted parcels are all located in a part of the Northeast One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

- ix. **Tax Parcel Number 91-4-122-082-0121** - Lot 1, CSM #2559, Document #1504504.
- x. **Tax Parcel Number 91-4-122-082-0122** - Lot 2, CSM #2559, Document #1504504.
- xi. **Tax Parcel Number 91-4-122-082-0135** - Lot 1, CSM #2514, Document #1473614; a re-division of Lot 1, CSM #2314, Document #1276030; a re-division of Parcel 2, CSM #2283, Document #1247573; f/k/a Parcel 3, CSM #2107, Document #1141746; f/k/a Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- xii. **Tax Parcel Number 91-4-122-082-0201** - Lot 1, CSM #2482, Document #1444689; a re-division of Parcel 1, CSM #2283, and lands located in the Northwest One Quarter of Section 8.
- xiii. **Tax Parcel Number 91-4-122-082-0202** - Lot 1, CSM #2482, Document #1444689; a re-division of Parcel 1, CSM #2283, and lands located in the Northwest One Quarter of Section 8.
- xiv. **Tax Parcel Number 91-4-122-082-0306** - Lot 2, CSM #2314, Document #1276030 and Lot 2, CSM #2514, Document #1473614; f/k/a Outlot 23, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- xv. Also included are all dedicated rights-of-way adjacent to said parcels and specifically including the 76<sup>th</sup> Street, 77<sup>th</sup> Street, 91<sup>st</sup> Avenue, 94<sup>th</sup> Avenue and 99<sup>th</sup> Avenue; the south half of 75<sup>th</sup> Street (STH 50), the west half of 88<sup>th</sup> Avenue (CTH H) and the east half of 104<sup>th</sup> Avenue adjacent to the above noted parcels; and Prairie Ridge Boulevard (between 88<sup>th</sup> and 104<sup>th</sup> Avenues).

The above-noted parcels and rights-of-way are all located in a part of the Northwest One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (See Exhibit 1).

The above legally described parcels constitute the Development.

**c. Requirements for the DEVELOPMENT:**

- i. The Development shall be in compliance with all Federal State, County and Village ordinances and regulations except as expressly modified in Section 12.26-4 (I) 1 d below.
- ii. The Development shall be in compliance with the Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants, as may be amended, as recorded at the Kenosha County Register of Deeds Office.
- iii. The Development shall be in compliance with the Final Plats for the Prairie Ridge Subdivision and Prairie Ridge Subdivision Addition #1 as recorded at the Kenosha County Register of Deeds Office.

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

- i. Prior to any new lot being created and/or prior to consideration of the required Site and Operational Plan and/or Conditional Use Permit within the Development, a detailed Conceptual Plan shall be required in accordance with and pursuant to Section 395-27 of the Village Land Division and Development Control Ordinance.
- ii. **The buildings located at 9000, 9020 and 9080 76<sup>th</sup> Street on Outlot 19 (Tax Parcel Number 91-4-122-081-0110) of the Prairie Ridge Subdivision within the Development and herein referred to as "Prairie Ridge Marketplace" shall specifically allow for the modification of the following Sections of the Village Zoning Ordinance:**
  - (1) Section 420-76T titled "Primary Monument Sign" shall be modified for the Prairie Ridge Marketplace; and the following primary monument sign requirements shall apply:
    - (a) The sign shall not exceed six feet in height and shall be constructed of the same brick to match the buildings on said property, or as approved by the Village Zoning Administrator and VK Development or any subsequent owner;
    - (b) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
    - (c) The maximum sign area shall not exceed 130 square feet per sign face.

- (d) The minimum setback distances shall be 15 feet from any public street or highway right-of-way line;
  - (e) The sign shall include only the name of the facility "Prairie Ridge Marketplace" and the street address of each principal building on the property on at least one side but may be installed on both faces. Individual tenants shall not be listed on said sign;
  - (f) The landscaping for the sign shall extend a minimum of five feet in every direction from the base or other support structure of the sign; and
  - (g) The sign shall be ground lit, not internally illuminated.
- (2) Section 420-76DD titled "Wall sign" shall be modified for the Prairie Ridge Marketplace, and the following wall signs regulations shall apply:
- (a) A wall sign(s) shall only advertise the name(s) of the building occupants;
  - (b) A wall sign(s) shall be permanently mounted on the exterior facia of the building, shall not be placed on any architectural feature and shall be a minimum of six inches from the edge of the facia or an architectural feature as shown in Exhibit 2;
  - (c) A wall sign(s) shall not extend past the building's internal leasable store front area of the tenant space;
  - (d) A wall sign(s) shall not extend more than 12 inches from the building's wall surface;
  - (e) A wall sign(s) shall not include a changeable copy sign, electronic changing message sign or electronic scrolling sign;
  - (f) All wall signs shall be internally illuminated;
  - (g) A wall sign shall not be longer than 30 feet for any one tenant, including spacing between the type;
  - (h) Only individual channel letters shall be allowed and a symbol or company logo may be allowed as approved by the Village Zoning Administrator;
  - (i) All individual channel letters, caps and returns shall be Cardinal Red (color #3M 3630-53). However, if the sign incorporates a logo, different colors may be used for the logo so far as the logo colors are approved by the Village Zoning Administrator and VK Development or any subsequent owner;

remove  
restriction

(j) A symbol or company logo may be a different color as approved by the Village Zoning Administrator; and

*remove restriction*

(k) The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.

(3) Section 420-78k titled "Aggregate permitted background commercial advertising sign area" shall not apply to Prairie Ridge Marketplace; however, canopy signs, illuminated window signs and roof signs shall not be allowed.

iii. Section 420-76R titled "Nonresidential development identification signs" shall be modified for said sign located in the dedicated entry monument easement on a portion of Lot 1, CSM #2482 (Tax Parcel Number 91-4-122-082-0201) (at the southeast corner of STH 50 and 104<sup>th</sup> Avenue) within the Development; and the following regulations shall apply:

- (1) Only one such sign shall be allowed within the Development in the easement area described above;
- (2) The sign shall have a maximum of three-sides.
- (3) The sign shall be constructed of brick with stone accents and pre-cast stone caps and black wrought iron railings as shown on Exhibit 3;
- (4) The sign shall include the name of the development "Shoppes at Prairie Ridge" only and names of individual tenants within the Development shall be listed on said sign;
- (5) The sign may include the developer's logo on a 1.33 foot by 1.33 foot casted brass recessed sign;
- (6) The individual channel letters, caps and returns that state "Shoppes at Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed 12 inches in height.
- (7) The sign shall be ground lit and/or internally illuminated;
- (8) The landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the signs;
- (9) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
- (10) The maximum sign area shall not exceed 167 square feet per face;
- (11) The minimum setback distances shall be 15 feet from the STH 50 and 104<sup>th</sup> Avenue right-of-way lines; and

# General Location Map



1 inch = 200 feet

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

Date Printed: 5/29/2014

Consider **Ord. #14-21 and Ord. #14-22** for a **Zoning Map and Text Amendments** for the request of Ann Rhey on behalf of Extended Love Investments Properties LLP, owner of the property located at 9191 80<sup>th</sup> Street to rezone the property from I-1, Institutional District to I-1 (PUD), Institutional District with a Planned Unit Development Overlay District; and to amend the Prairie Ridge Planned Unit Development to allow Extended Love to place their name on the off-site entry monument sign within the Prairie Ridge Development adjacent to STH 50.

**Recommendation:**

On June 23, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map and Text Amendments (Ord. #14-21 and Ord. #14-22)** as presented in the June 23, 2014 Village Staff Report.

## VILLAGE STAFF REPORT OF JULY 7, 2014

Consider **Ord. #14-21 and Ord. #14-22** for a **Zoning Map and Text Amendments** for the request of Ann Rhey on behalf of Extended Love Investments Properties LLP, owner of the property located at 9191 80<sup>th</sup> Street to rezone the property from I-1, Institutional District to I-1 (PUD), Institutional District with a Planned Unit Development Overlay District; and to amend the Prairie Ridge Planned Unit Development to allow Extended Love to place their name on the off-site entry monument sign within the Prairie Ridge Development adjacent to STH 50.

*On May 15, 2000 the Village Board adopted Ord. #00-43 to create the Prairie Ridge PUD as amended on July 16, 2007 by Ord. #07-28 which allows for the "Nonresidential development identification signs" to be located within dedicated entry monument easement, to include the names of commercial businesses within Prairie Ridge commercial development area north of Prairie Ridge Blvd.*

At this time the owners of 9191 80<sup>th</sup> Street (Extended Love Daycare facility) located on Outlot 12 in the Prairie Ridge Subdivision are requesting a **Zoning Map Amendment (Ord. #14-21)** to rezone their property from the I-1, Institutional District to the I-1 (PUD), Institutional District with a Planned Unit Development Overlay District; and a **Zoning Text Amendment (Ord. #14-22)** to amend the Prairie Ridge Planned Unit Development to include Extended Love property within the PUD to allow them to add their name to the entrance markers located in the dedicated entry monument easements in the boulevard of Prairie Ridge Boulevard between 88<sup>th</sup> and 104<sup>th</sup> Avenues within the Development. The entry monument signs need to meet the following requirements specified in Section d. v. of the PUD.

- v. Section 420-76R entitled "Non Residential Development Identification Signs" shall be modified for the signs and entrance markers located in the dedicated entry monument easements in the boulevard of Prairie Ridge Boulevard between 88<sup>th</sup> and 104<sup>th</sup> Avenues within the Development; however, the following regulations shall apply:
- (1) The sign(s) shall be constructed of brick as shown in accordance with Exhibit 5;
  - (2) The Nonresidential development identification signs as specified in Section d iii, iv, v of this Ordinance shall be constructed of the same brick;
  - (3) The sign(s) shall include the name of the development "Prairie Ridge" only and names of individual tenants within the Development shall not be listed on said sign;
  - (4) The sign may include the developer's logo on a 1.33 foot by 1.33 foot casted brass recessed sign.
  - (5) The individual channel letters, caps and returns that state "Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed nine inches in height.
  - (6) The sign(s) may be ground lit and not internally illuminated;
  - (7) The landscaping shall extend two feet in front of and in back of the base or other support structure of the signs;
  - (8) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
  - (9) The maximum sign area shall not exceed 36 square feet per face;
  - (10) The minimum setback distances shall be three feet from the back of curb of the boulevard;
  - (11) The signs shall not exceed 6.33 feet in height as shown on Exhibit 5.

On June 23, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map and Text Amendments (Ord. #14-21 and Ord. #14-22)** as presented in the June 23, 2014 Village Staff Report.

**ORD. # 14-21**

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

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

The property located at 9191 80<sup>th</sup> Street and known as Outlot 12 of the Prairie Ridge Subdivision located within U. S. Public Land Survey Section 8 Township 1 North, Range 22 East in the Village of Pleasant Prairie (Tax Parcel Number 91-4-122-081-0332) is hereby rezoned into the I-1 (PUD), Institutional District with a Planned Unit Development Overlay District.

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

**Adopted this 7<sup>th</sup> day of July 2014.**

**VILLAGE BOARD OF TRUSTEES**

ATTEST:

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

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

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

21-Extended Love PUD rezone

**ORD. #14-22**

**ORDINANCE TO AMEND SECTION 420, ATTACHMENT 3, APPENDIX C 1.  
RELATED TO SPECIFIC DEVELOPMENT PLANS, ENTITLED  
"1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT"  
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE,  
KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 420, Attachment 3, Appendix C 1. D. ii (2) relating to specific development plans, entitled "1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT" of the Village Zoning Ordinance is hereby amended as follows:

**1. To amend Section a. of said PUD related to the purpose and intent to read as follows:**

a. Purpose and Intent:

It is the intent that Prairie Ridge (hereinafter referred to as the "Development"), will provide for development and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business District; **I-1, Institutional District;** C-1, Lowland Resource Conservancy District and PR-1 Park-Recreational District zoning with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial regional retail/office center area, and seek to achieve a business environment of sustained desirability and economic stability which will operate as a uniform commercial/office development, and will seek to avoid unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.

**2. To create Section b. xvi. of said PUD to add the following legal description of the property located at 9191 80<sup>th</sup> Street to be included within the Development as follows:**

xvi. **Tax Parcel Number 91-4-422-081-0332** Outlot 12, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

**Adopted this 7<sup>th</sup> day of July, 2014.**

**VILLAGE OF PLEASANT PRAIRIE**

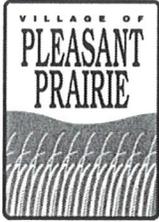
**ATTEST:**

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

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

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

Effective Date: \_\_\_\_\_



Filed 5/28 2014 Published 6/9 2014  
 Public Hearing 6/28 2014 6/16 2014  
 Fee Paid 5/28 2014 Approved \_\_\_\_\_ 20\_\_\_\_  
 Notices Mailed 5/6 2014 Denied \_\_\_\_\_ 20\_\_\_\_

RECEIVED  
 MAY 28 2014  
 Village of Pleasant Prairie

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN  
 ZONING MAP AND TEXT AMENDMENT APPLICATION**

To: Village Plan Commission & Village Board of Trustees of the Village of Pleasant Prairie:

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

It is petitioned that the following described property be rezoned from the present II District(s) to II PUD District(s). The property petitioned to be rezoned is located at: 9191-80<sup>th</sup> street and is legally described as follows: Extended Love Investment Properties, LHP

Tax Parcel Number(s): 91-4-122-081-0332

The proposed use for this property is: Child care center.

I would like to be included in Prairie Ridge PUD to allow

Petitioner's interest in the requested rezoning: Owner of the Property.

Compatibility with adjacent land uses: N/A

I (We) are also requesting a Zoning Text Amendment to amend Section 420 Attach 3 of the Village Zoning Ordinance. Appendix C1

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request to determine additional information that may be needed for this request.

I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

**PROPERTY OWNER:** Extended Love Investments  
 Print Name: Ann M. Rhey Properties LP  
 Signature: [Signature]  
 Address: 9191-80<sup>th</sup> Str  
Pleasant Prairie, WI 53158  
 (City) (State) (Zip)  
 Phone: 262 697-9341  
 Fax: 262 697 2858  
 Email: arhey@extendedlovechildcare.com  
 Date 5/27/2014

allow  
 ELCDC to  
 place our  
 name on  
 monument  
 sign  
 adjacent  
 to Hwy  
 50

# General Location Map



1 inch = 500 feet

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

Date Printed: 5/29/2014

**ORDINANCE # 07-28**

**ORDINANCE TO REPEAL AND RECREATE  
SECTION 420, ATTACHMENT 3, APPENDIX C 1.  
OF THE VILLAGE ZONING ORDINANCE  
PERTAINING TO SPECIFIC DEVELOPMENT PLANS, ENTITLED  
"1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT (ORD. #00-43)"  
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO PRAIRIE RIDGE PUD**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 420, Attachment 3, Appendix C 1. of the Village Zoning Ordinance is hereby created to read as follows:

**Section 420, Attachment 3, Appendix C 1.**

**1. PRAIRIE RIDGE PUD (Ord. No. 00-43, originally adopted May 15, 2000)**

**a. Purpose and Intent:**

It is the intent that **Prairie Ridge** (hereinafter referred to as the "Development"), will provide for development and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business District; C-1, Lowland Resource Conservancy District and PR-1 Park-Recreational District zoning with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial regional retail/office center area, and seek to achieve a business environment of sustained desirability and economic stability which will operate as a uniform commercial/office development, and will seek to avoid unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.

**b. Legal Descriptions:**

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- iii. **Tax Parcel Number 91-4-122-081-0131** – Parcel 1, CSM #2175, Document #1174606; f/k/a Outlot 17, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- iv. **Tax Parcel Number 91-4-122-081-0140** - Outlot 16, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

- v. **Tax Parcel Number 91-4-122-081-0200** - Outlot 20, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- vi. **Tax Parcel Number 91-4-122-081-0210** - Outlot 21, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- vii. **Tax Parcel Number 91-4-122-081-0221** - Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727, excluding Parcel 1 of CSM #2063.
- viii. **Tax Parcel Number 91-4-122-081-0250** - Parcel 1, CSM #2063, Document #1113314; f/k/a Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

The above-noted parcels are all located in a part of the Northeast One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

- ix. **Tax Parcel Number 91-4-122-082-0121** - Lot 1, CSM #2559, Document #1504504.
- x. **Tax Parcel Number 91-4-122-082-0122** - Lot 2, CSM #2559, Document #1504504.
- xi. **Tax Parcel Number 91-4-122-082-0135** - Lot 1, CSM #2514, Document #1473614; a re-division of Lot 1, CSM #2314, Document #1276030; a re-division of Parcel 2, CSM #2283, Document #1247573; f/k/a Parcel 3, CSM #2107, Document #1141746; f/k/a Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- xii. **Tax Parcel Number 91-4-122-082-0201** - Lot 1, CSM #2482, Document #1444689; a re-division of Parcel 1, CSM #2283, and lands located in the Northwest One Quarter of Section 8.
- xiii. **Tax Parcel Number 91-4-122-082-0202** - Lot 1, CSM #2482, Document #1444689; a re-division of Parcel 1, CSM #2283, and lands located in the Northwest One Quarter of Section 8.
- xiv. **Tax Parcel Number 91-4-122-082-0306** - Lot 2, CSM #2314, Document #1276030 and Lot 2, CSM #2514, Document #1473614; f/k/a Outlot 23, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- xv. Also included are all dedicated rights-of-way adjacent to said parcels and specifically including the 76<sup>th</sup> Street, 77<sup>th</sup> Street, 91<sup>st</sup> Avenue, 94<sup>th</sup> Avenue and 99<sup>th</sup> Avenue; the south half of 75<sup>th</sup> Street (STH 50), the west half of 88<sup>th</sup> Avenue (CTH H) and the east half of 104<sup>th</sup> Avenue adjacent to the above noted parcels; and Prairie Ridge Boulevard (between 88<sup>th</sup> and 104<sup>th</sup> Avenues).

The above-noted parcels and rights-of-way are all located in a part of the Northwest One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (See Exhibit 1).

The above legally described parcels constitute the Development.

**c. Requirements for the DEVELOPMENT:**

- i. The Development shall be in compliance with all Federal State, County and Village ordinances and regulations except as expressly modified in Section 12.26-4 (I) 1 d below.
- ii. The Development shall be in compliance with the Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants, as may be amended, as recorded at the Kenosha County Register of Deeds Office.
- iii. The Development shall be in compliance with the Final Plats for the Prairie Ridge Subdivision and Prairie Ridge Subdivision Addition #1 as recorded at the Kenosha County Register of Deeds Office.

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

- i. Prior to any new lot being created and/or prior to consideration of the required Site and Operational Plan and/or Conditional Use Permit within the Development, a detailed Conceptual Plan shall be required in accordance with and pursuant to Section 395-27 of the Village Land Division and Development Control Ordinance.
- ii. The buildings located at 9000, 9020 and 9080 76<sup>th</sup> Street on Outlot 19 (Tax Parcel Number 91-4-122-081-0110) of the Prairie Ridge Subdivision within the Development and herein referred to as "Prairie Ridge Marketplace" shall specifically allow for the modification of the following Sections of the Village Zoning Ordinance:
  - (1) Section 420-76T titled "Primary Monument Sign" shall be modified for the Prairie Ridge Marketplace; and the following primary monument sign requirements shall apply:
    - (a) The sign shall not exceed six feet in height and shall be constructed of the same brick to match the buildings on said property, or as approved by the Village Zoning Administrator and VK Development or any subsequent owner;
    - (b) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
    - (c) The maximum sign area shall not exceed 130 square feet per sign face.

- (d) The minimum setback distances shall be 15 feet from any public street or highway right-of-way line;
  - (e) The sign shall include only the name of the facility "Prairie Ridge Marketplace" and the street address of each principal building on the property on at least one side but may be installed on both faces. Individual tenants shall not be listed on said sign;
  - (f) The landscaping for the sign shall extend a minimum of five feet in every direction from the base or other support structure of the sign; and
  - (g) The sign shall be ground lit, not internally illuminated.
- (2) Section 420-76DD titled "Wall sign" shall be modified for the Prairie Ridge Marketplace, and the following wall signs regulations shall apply:
- (a) A wall sign(s) shall only advertise the name(s) of the building occupants;
  - (b) A wall sign(s) shall be permanently mounted on the exterior facia of the building, shall not be placed on any architectural feature and shall be a minimum of six inches from the edge of the facia or an architectural feature as shown in Exhibit 2;
  - (c) A wall sign(s) shall not extend past the building's internal leasable store front area of the tenant space;
  - (d) A wall sign(s) shall not extend more than 12 inches from the building's wall surface;
  - (e) A wall sign(s) shall not include a changeable copy sign, electronic changing message sign or electronic scrolling sign;
  - (f) All wall signs shall be internally illuminated;
  - (g) A wall sign shall not be longer than 30 feet for any one tenant, including spacing between the type;
  - (h) Only individual channel letters shall be allowed and a symbol or company logo may be allowed as approved by the Village Zoning Administrator;
  - (i) All individual channel letters, caps and returns shall be Cardinal Red (color #3M 3630-53). However, if the sign incorporates a logo, different colors may be used for the logo so far as the logo colors are approved by the Village Zoning Administrator and VK Development or any subsequent owner;

- (j) A symbol or company logo may be a different color as approved by the Village Zoning Administrator; and
  - (k) The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.
- (3) Section 420-78k titled "Aggregate permitted background commercial advertising sign area" shall not apply to Prairie Ridge Marketplace; however, canopy signs, illuminated window signs and roof signs shall not be allowed.
- iii. Section 420-76R titled "Nonresidential development identification signs" shall be modified for said sign located in the dedicated entry monument easement on a portion of Lot 1, CSM #2482 (Tax Parcel Number 91-4-122-082-0201) (at the southeast corner of STH 50 and 104<sup>th</sup> Avenue) within the Development; and the following regulations shall apply:
- (1) Only one such sign shall be allowed within the Development in the easement area described above;
  - (2) The sign shall have a maximum of three-sides.
  - (3) The sign shall be constructed of brick with stone accents and pre-cast stone caps and black wrought iron railings as shown on Exhibit 3;
  - (4) The sign shall include the name of the development "Shoppes at Prairie Ridge" only and names of individual tenants within the Development shall be listed on said sign;
  - (5) The sign may include the developer's logo on a 1.33 foot by 1.33 foot casted brass recessed sign;
  - (6) The individual channel letters, caps and returns that state "Shoppes at Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed 12 inches in height.
  - (7) The sign shall be ground lit and/or internally illuminated;
  - (8) The landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the signs;
  - (9) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
  - (10) The maximum sign area shall not exceed 167 square feet per face;
  - (11) The minimum setback distances shall be 15 feet from the STH 50 and 104<sup>th</sup> Avenue right-of-way lines; and

(12) The sign shall not exceed 24 feet in height, as shown on Exhibit 3.

iv. Section 420-76R titled "Nonresidential development identification signs" shall be modified for said signs and entrance markers located in the dedicated entry monument easements on a portion of:

- (a) Outlot 19 at the southeast corner of 75<sup>th</sup> Street (STH 50) and 91<sup>st</sup> Avenue (Tax Parcel Number 91-4-122-081-0110) (See Exhibit 4).
- (b) Outlot 20 at the southwest corner of 75<sup>th</sup> Street (STH 50) and 91<sup>st</sup> Avenue (Tax Parcel Number 91-4-122-081-0200) (See Exhibit 4).
- (c) Outlot 21 at the southeast corner of 75<sup>th</sup> Street (STH 50) and 94<sup>th</sup> Avenue (Tax Parcel Number 91-4-122-081-0210) (See Exhibit 4).
- (d) Lot 2, CSM #2559 at the southeast corner of 75<sup>th</sup> Street (STH 50) and 99<sup>th</sup> Avenue (Tax Parcel Number 91-4-122-082-0122) (See Exhibits 4A & 4B).
- (e) Lot 2, CSM #2482 at the southwest corner of 75<sup>th</sup> Street (STH 50) and 99<sup>th</sup> Avenue (Tax Parcel Number 91-4-122-082-0202) (See Exhibit 4A & 4B).
- (f) Lot 1, CSM 2514 at the southeast corner of 77<sup>th</sup> Street and 104<sup>th</sup> Avenue (Tax Parcel Number 91-4-122-082-0135) (See Exhibit 6).

The following regulations shall apply to these signs:

- (1) Only six such signs shall be allowed within the Development in the easement areas described above in d. iv (a) - (f);
- (2) The signs and entrance markers shall be constructed of brick with stone accents and pre-cast stone caps and black wrought iron railings as shown in Exhibits 4, 4A, 4B & 6;
- (3) The signs shall include the name of the development "Shoppes at Prairie Ridge" and only names of individual tenants within the Development may be listed on said sign in the "project information area" as shown on Exhibits 4, 4A, 4B & 6;
- (4) The sign may include the developers logo on a 1.33 foot by 1.33 foot casted brass recessed sign and shown on Exhibits 4, 4A, 4B & 6;
- (5) The individual channel letters, caps and returns that state "Shoppes at Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed 12 inches in height;

- (6) The changeable copy of tenant names in the "project information area" are subject to the following:
    - (a) The maximum "project information area" shall not exceed 90 square feet as shown in Exhibits 4, 4A, 4B & 6;
    - (b) VK Development Corporation or the appropriate applicant shall submit the required sign permit application for the changeable copy of tenant names in the "project information area" for issuance of permits prior to any change is proposed;
    - (c) Tenant names/logos shall be listed in the "project information area" on each one face and each face may list different tenant names;
    - (d) Only the tenant name and company symbol or logo shall be allowed in the "project information area";
    - (e) The background color of the "project information area" shall be the tenant's choice and the letters and/or company symbols or logos may be the tenant's choice of color;
    - (f) The "project information area" shall be internally illuminated;
    - (g) All tenant names shall be a minimum of four inches apart and shall be a minimum of two inches from the outer edge of the "project information area";
  - (7) The landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the signs and entrance markers;
  - (8) An electronic changing message sign or electronic scrolling sign shall not be permitted;
  - (9) The maximum sign area shall not exceed 167 square feet per face;
  - (10) The minimum setback distances shall be 15 feet from any public street or highway right-of-way line;
  - (11) The signs shall not exceed 16.33 (16'-4") feet in height, and the entrance markers shall not exceed five (5) feet in height as shown on Exhibits 4, 4A, 4B & 6.
- v. Section 420-76R titled "Non Residential Development Identification Signs" shall be modified for the signs and entrance markers located in the dedicated entry monument easements in the boulevard of Prairie Ridge Boulevard between 88<sup>th</sup> and 104<sup>th</sup> Avenues within the

Development; however, the following regulations shall apply:

- (1) The sign(s) shall be constructed of brick as shown in accordance with Exhibit 5;
  - (2) The Nonresidential development identification signs as specified in Section d iii, iv, v of this Ordinance shall be constructed of the same brick;
  - (3) The sign(s) shall include the name of the development "Prairie Ridge" only and names of individual tenants within the Development shall not be listed on said sign;
  - (4) The sign may include the developer's logo on a 1.33 foot by 1.33 foot casted brass recessed sign.
  - (5) The individual channel letters, caps and returns that state "Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed nine inches in height.
  - (6) The sign(s) may be ground lit and not internally illuminated;
  - (7) The landscaping shall extend two feet in front of and in back of the base or other support structure of the signs;
  - (8) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
  - (9) The maximum sign area shall not exceed 36 square feet per face;
  - (10) The minimum setback distances shall be three feet from the back of curb of the boulevard;
  - (11) The signs shall not exceed 6.33 feet in height as shown on Exhibit 5.
- vi. The Non Residential Development Identification Signs as specified in Section d iii, iv, v above shall be constructed of the same brick.

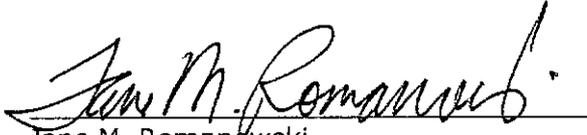
**e. AMENDMENTS:**

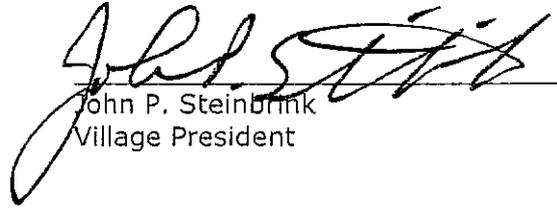
- (1) The PUD regulations for said Development may be amended pursuant to Section 420-13 of the Zoning Ordinance.
- (2) For an amendment related to a particular parcel within the Development, then the required application shall be filed by the owner(s) of said property requesting the change. For an amendment related to the requirements within a dedicated entry monument easement within the Development, then the required application shall be filed by VK Development Corporation.

Adopted this 16<sup>th</sup> day of July, 2007.

VILLAGE OF PLEASANT PRAIRIE

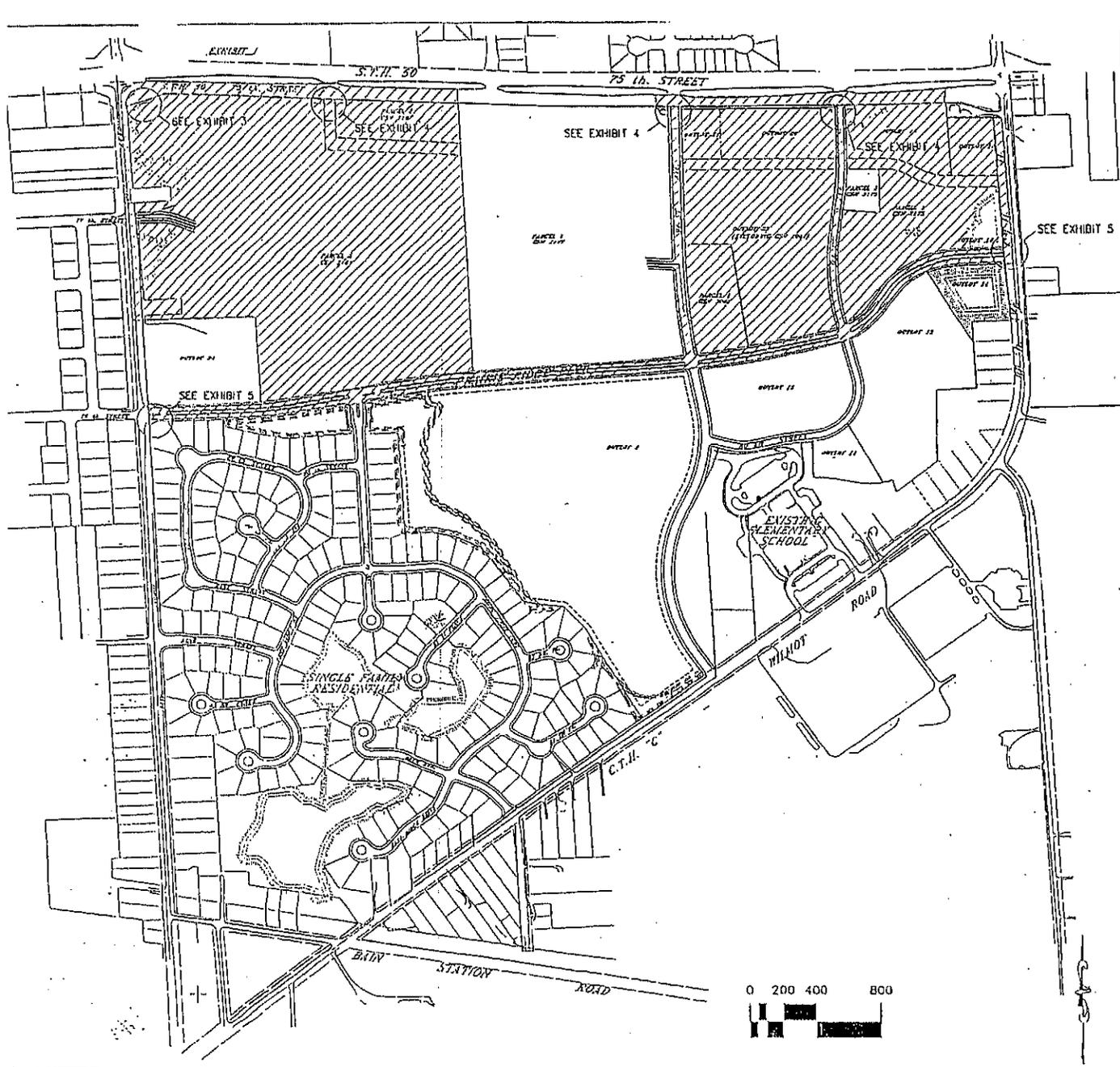
ATTEST:

  
Jane M. Romanowski  
Village Clerk

  
John P. Steinbrink  
Village President

Posted: 7-17-07  
Effective Date: 7-17-07

28-Prairie Ridge PUD (re-created in 2007) FINAL



VK  
 VK DEVELOPMENT CORPORATION  
 19275 W. CAPITOL DRIVE  
 BROOKFIELD, WI. 53015  
 TEL: 222-7900 FAX: 222-7900-8010

# PRAIRIE RIDGE

VILLAGE OF PLEASANT PRAIRIE  
 KENOSHA COUNTY, WISCONSIN

 PUD DESIGNATED AREA

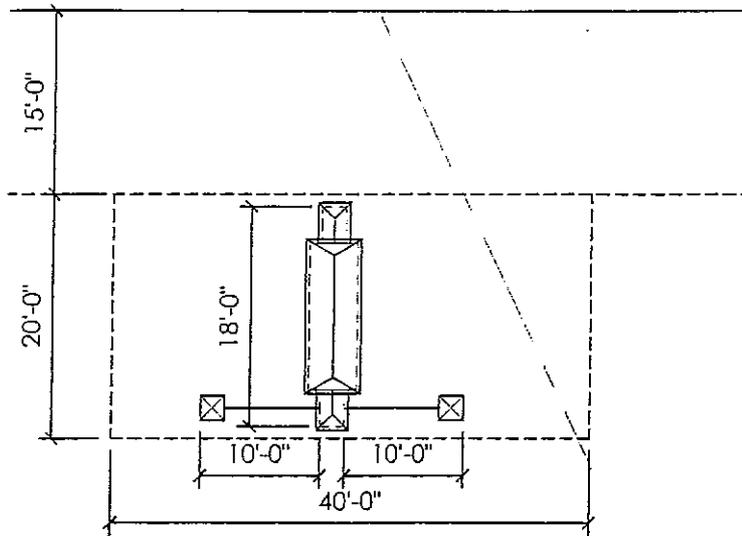
## EXHIBIT 1

Original Ord. #00-43

Revised Ord. #07-28



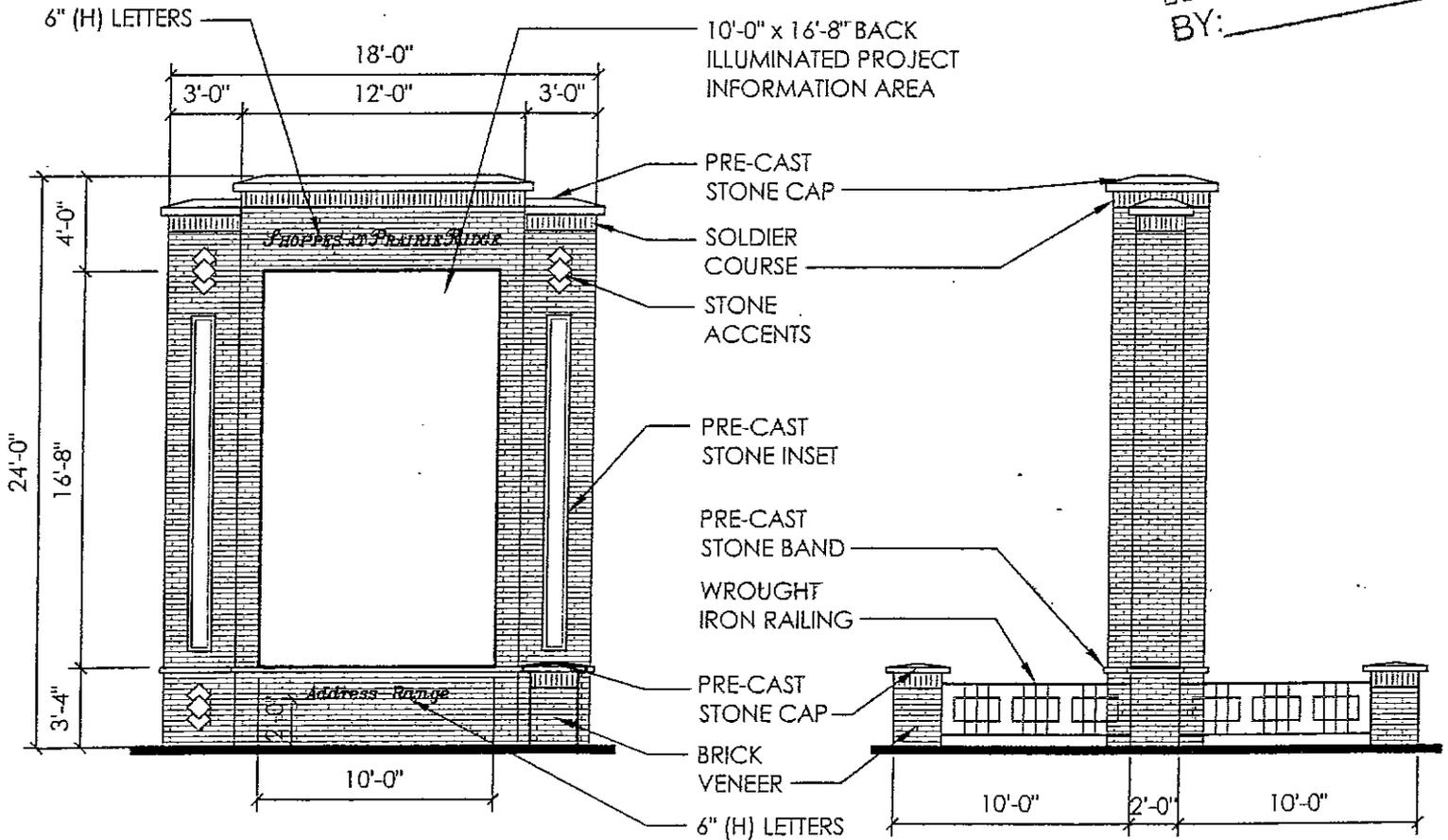
NOTE:  
DOUBLE SIDED SIGN



# ENTRANCE SIGNAGE

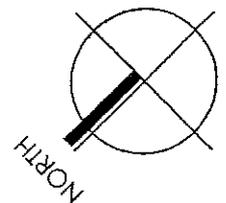
1/16" = 1'-0"

RECEIVED  
JUL 10 2007  
BY: \_\_\_\_\_



# PROJECT SIGN @ THE ENTRANCE OFF 104th & S.T.H.50

1/8" = 1'-0"



STEWART ■ NOSKY  
ARCHITECTS, LTD.  
1411 Opus Place, Suite 220  
Downers Grove, Illinois 60515

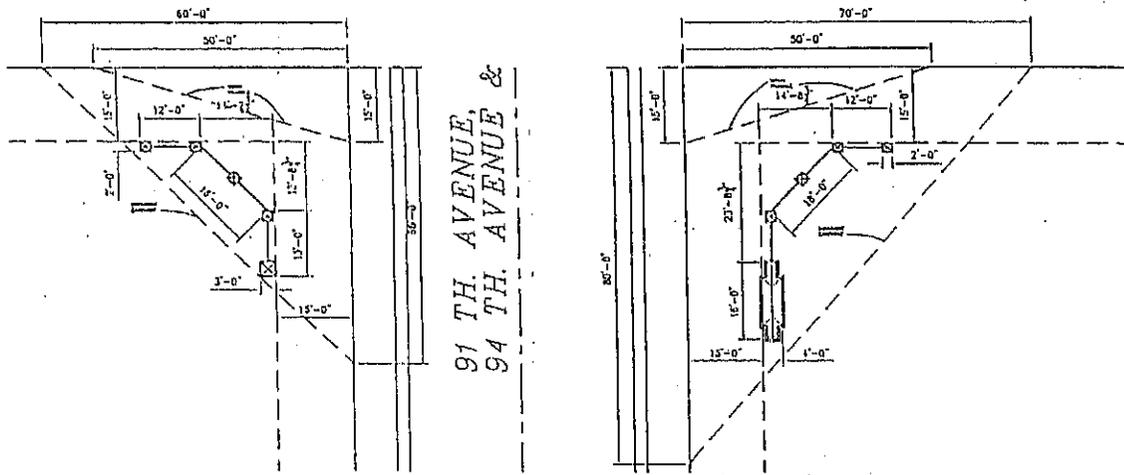
THE SHOPPES AT PRAIRIE RIDGE

PLEASANT DAVIDE WISCONSIN

## EXHIBIT 3

JOB #0704.00  
ISSUE DATE: 04-13-07

S.T.H. 50



91 TH. AVENUE,  
94 TH. AVENUE &  
S.T.H. 50

TYPICAL ENTRANCE SIGNAGE

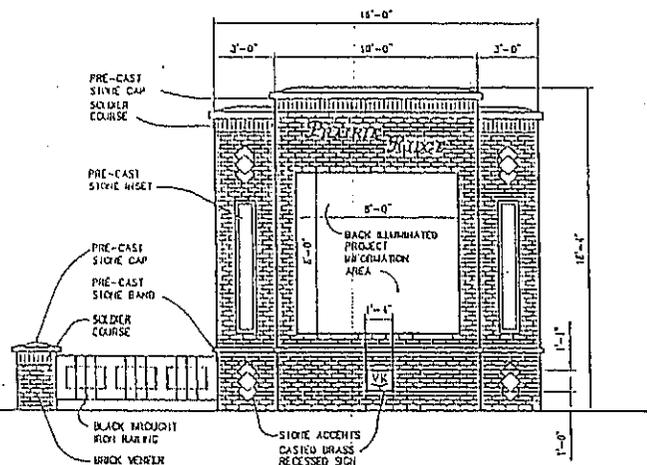
1/16" = 1'-0"

VK

VK DEVELOPMENT CORPORATION  
19275 W. CAPITOL DRIVE  
BROOKFIELD, WI. 53045  
TEL. 262-790-8000 FAX. 262-790-8010

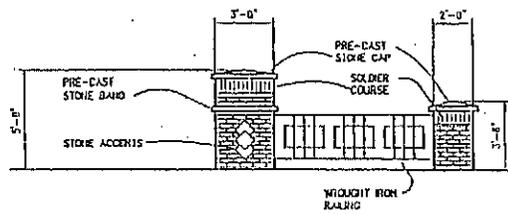
# PRAIRIE RIDGE

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN



PROJECT SIGN

1/4" = 1'-0"



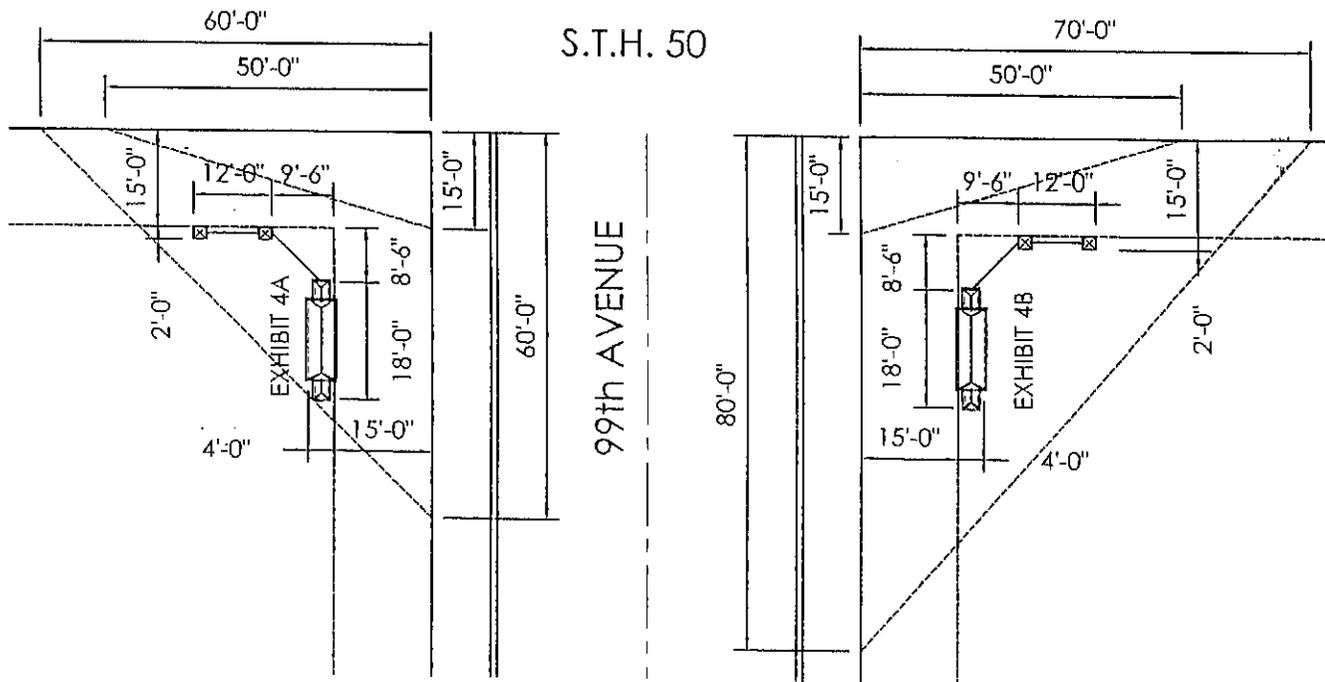
ENTRANCE MARKER

1/4" = 1'-0"

## EXHIBIT 4

Original Ord. #00-43

Revised Ord. #07-Z8

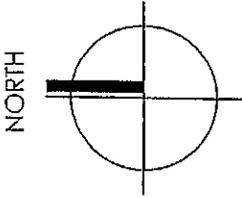
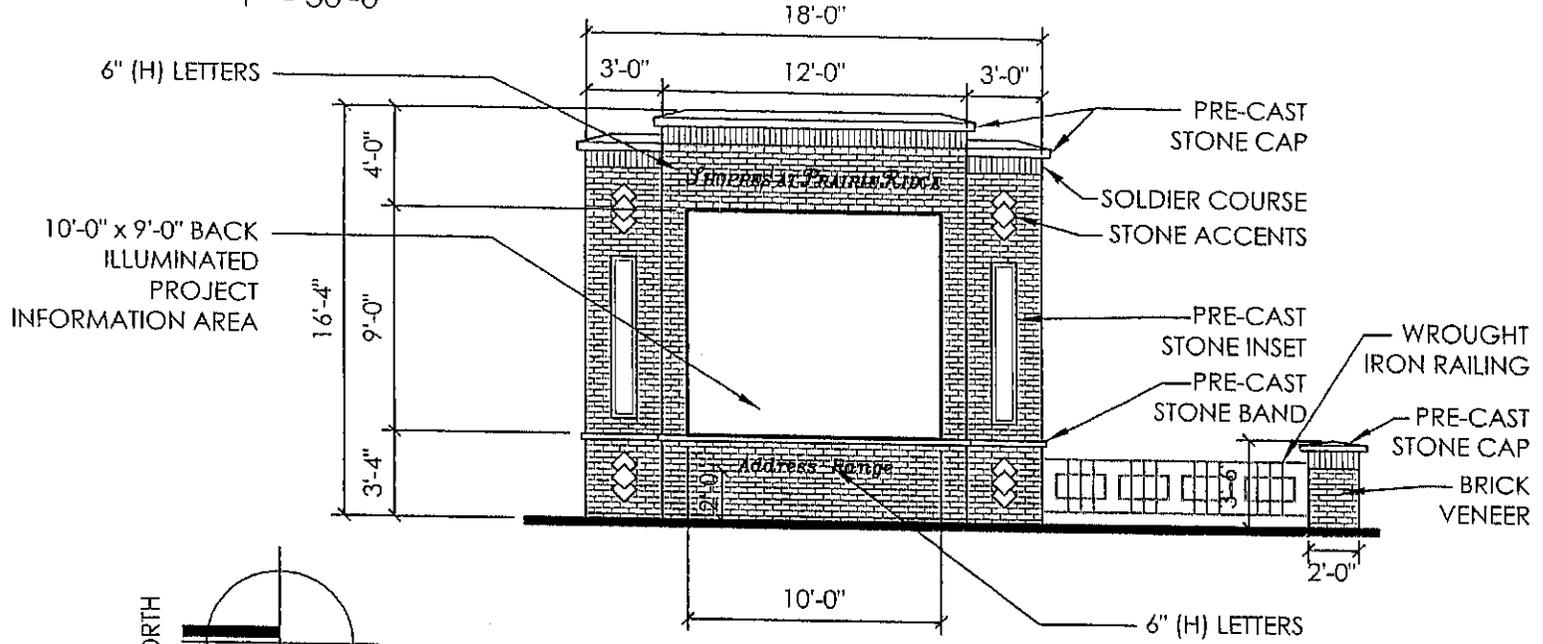


NOTE:  
DOUBLE SIDED SIGN

**RECEIVED**  
JUL 10 2007  
BY: \_\_\_\_\_

# TYPICAL ENTRANCE SIGNAGE

1" = 30'-0"



# PROJECT SIGN

1/8" = 1'-0"

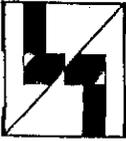
**EXHIBIT 4A**

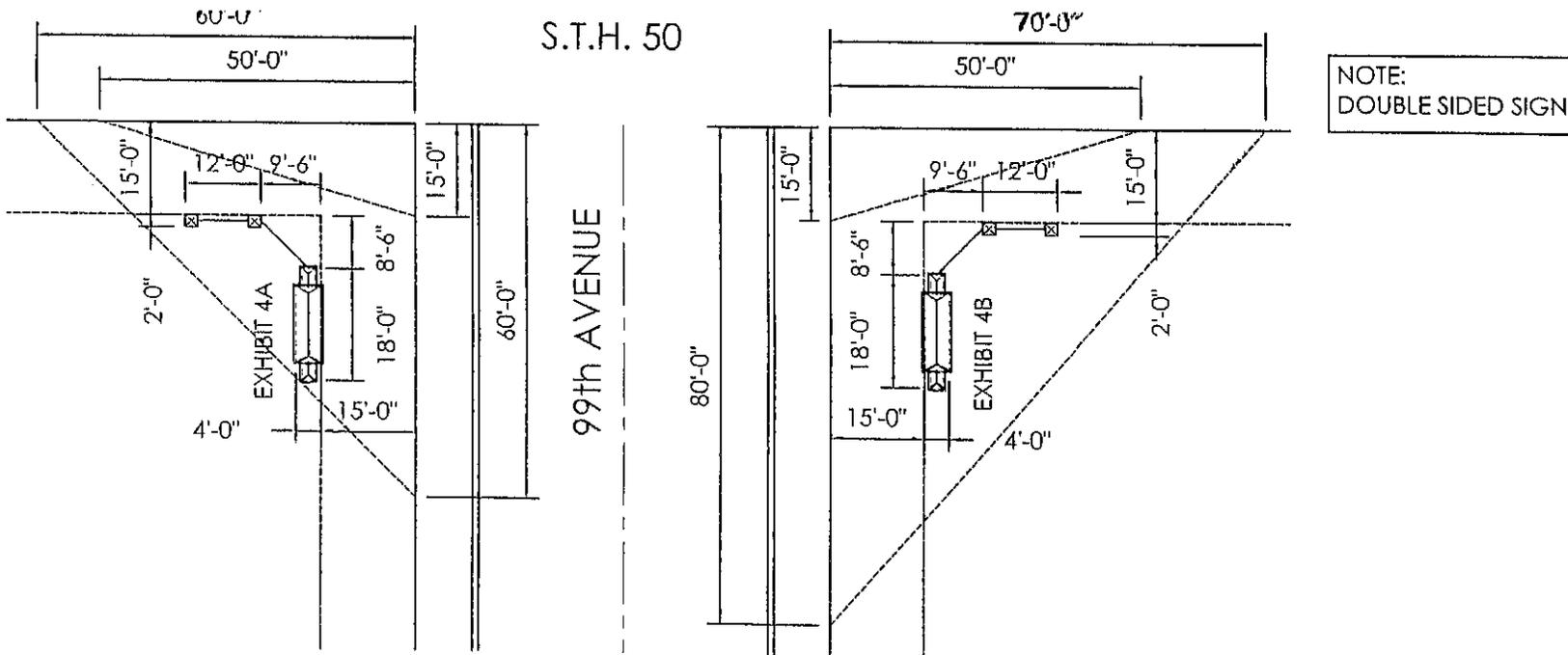
JOB #0704.00  
ISSUE DATE: 04-13-07  
REV: 07 00 0000

THE SHOPPES AT PRAIRIE RIDGE

PLEASANT PRAIRIE, WISCONSIN

STEWART ■ NOSKY  
ARCHITECTS, LTD.  
1411 Opus Place, Suite 220  
Downers Grove, Illinois 60515  
PH: (630) 241-0444 FAX: (630) 241-0454





# TYPICAL ENTRANCE SIGNAGE

1" = 30'-0"

**EXHIBIT 4B**

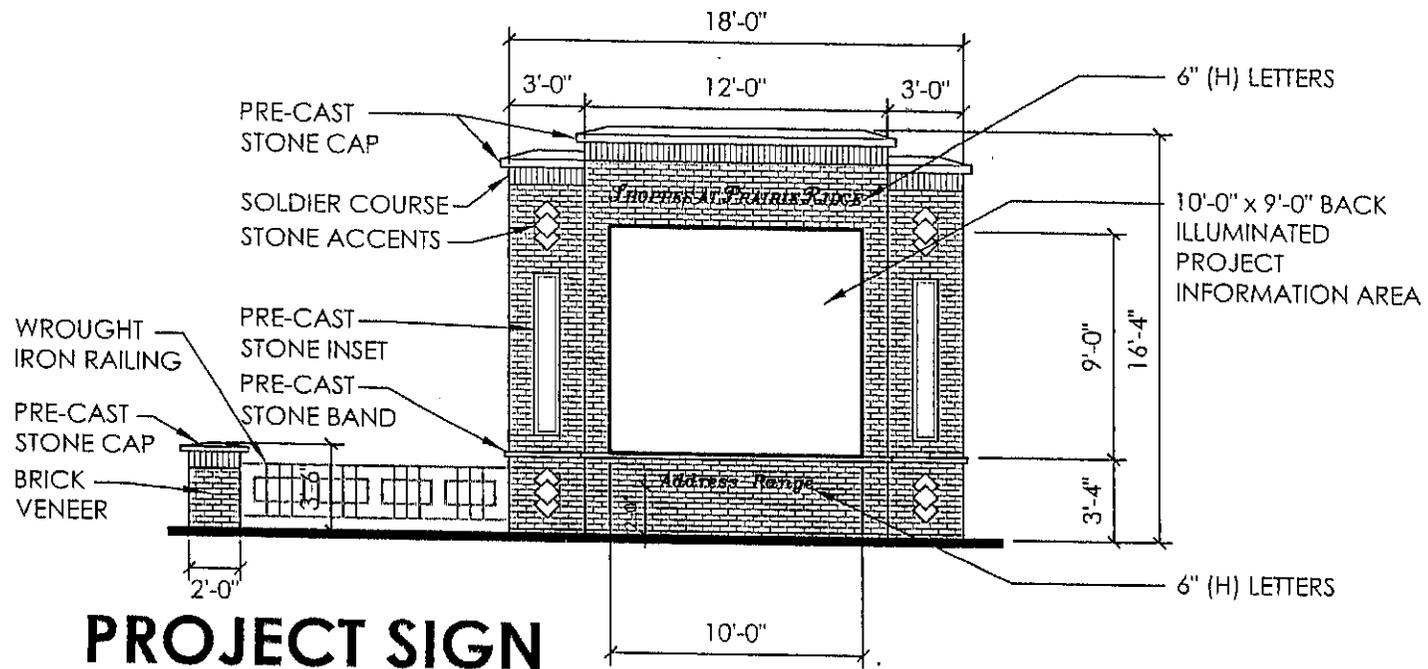
JOB #0704.00  
 ISSUE DATE: 04-13-07

THE SHOPPES AT PRAIRIE RIDGE

PLEASANT PRAIRIE, WISCONSIN

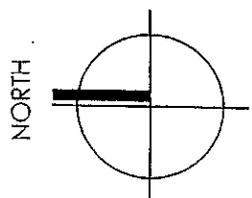
STEWART ■ NOSKY  
 ARCHITECTS, LTD.

1411 Opus Place, Suite 220  
 Downers Grove, Illinois 60515  
 PH: (630) 241-0444 FAX: (630) 241-0454



# PROJECT SIGN

1/8" = 1'-0"

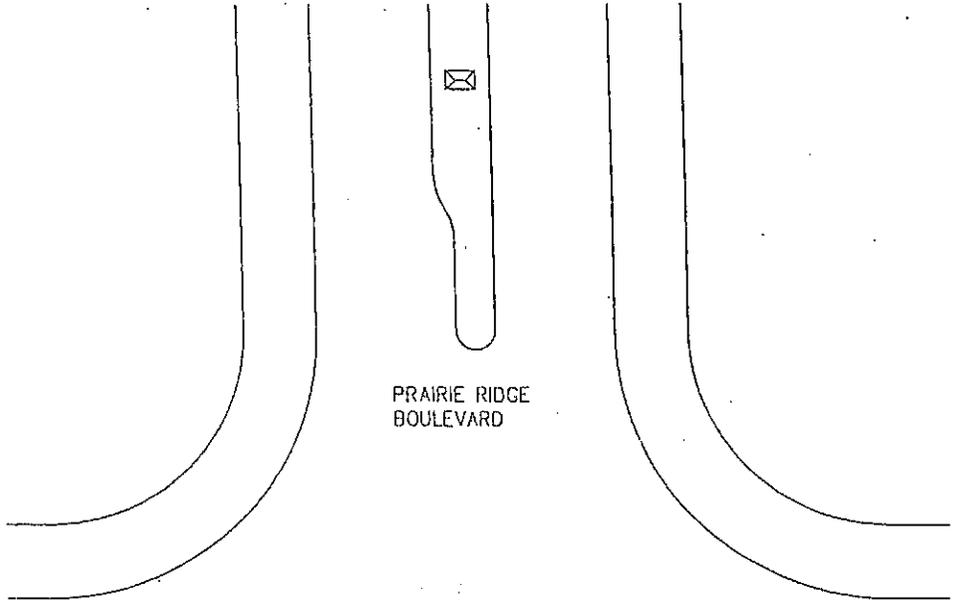


VK

VK DEVELOPMENT CORPORATION  
10276 W. CAPITOL DRIVE  
BROOKFIELD, WI 53045  
TEL: 262-793-0000 FAX: 262-793-8410

# PRAIRIE RIDGE

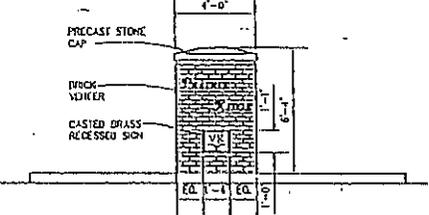
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN



## ENTRANCE MARKER

TYPICAL @ 104th AVE. & PRAIRIE RIDGE BLVD  
AND 65th AVE. & PRAIRIE RIDGE BLVD

1/16" = 1'-0"



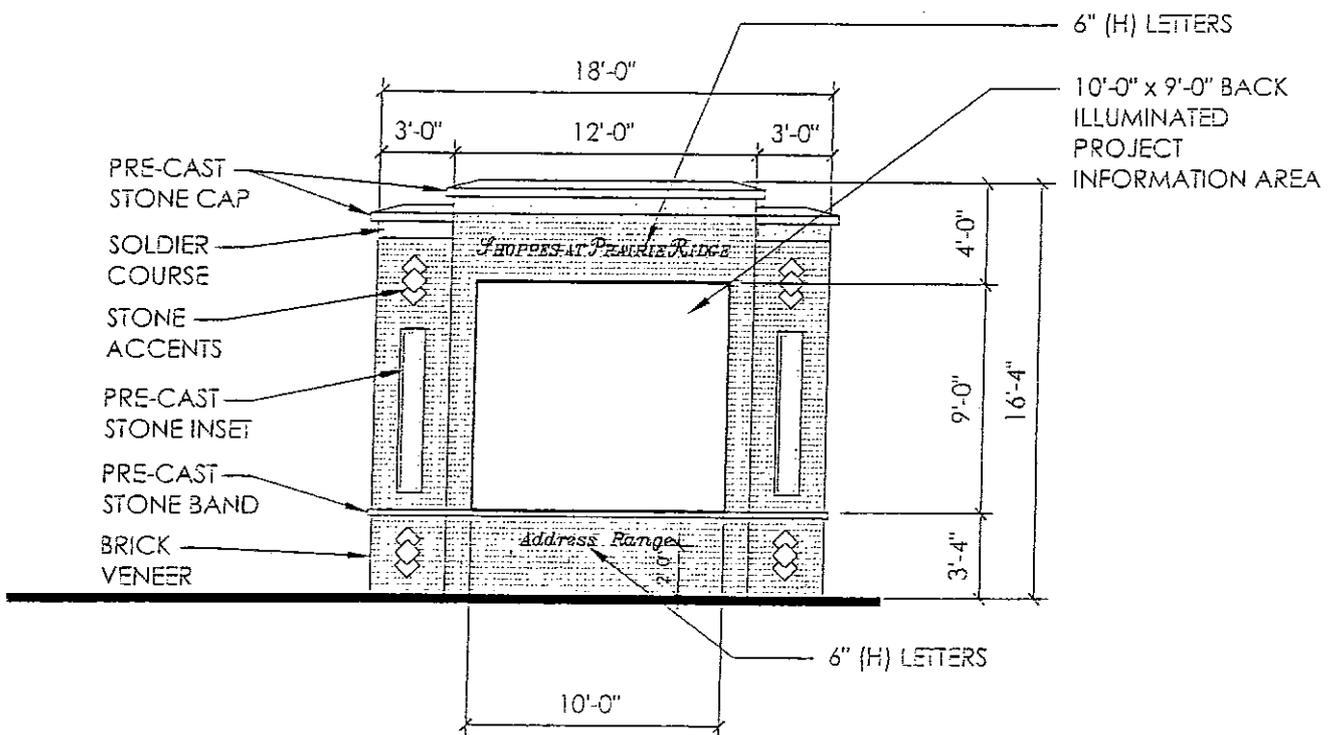
## CENTER MARKER

1/4" = 1'-0"

## EXHIBIT 5

Original Ord. #00-43

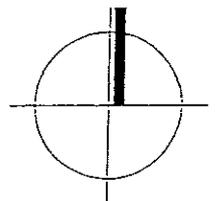
Revised Ord. #07-28



# PROJECT SIGN @ THE ENTRANCE OFF 104th & 77th STREET

1/8" = 1'-0"

NORTH



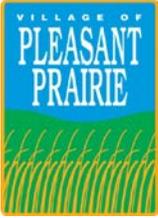
STEWART ■ NOSKY  
ARCHITECTS, LTD.

1411 Opus Place, Suite 220  
Downers Grove, Illinois 60515

THE SHOPPES AT PRAIRIE RIDGE

**EXHIBIT 6**

JOB #0704.00  
ISSUE DATE: 04.13.07



# MEMO

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

TO: Mike Pollocoff/Village Administrator

FROM: Mike Spence/Village Engineer

CC: Vesna Savic/Deputy Village Clerk  
Jane Romanowski/Village Clerk  
John Steinbrink, Jr./Public Works Director

DATE: July 1, 2014

RE: Bid Award for 88<sup>th</sup> Avenue Sanitary Sewer Construction

ATTACH: Clark Dietz Bid Recommendation  
Bid Tabulation

---

Sealed bids for the above referenced project were received until 10a.m. on June 26 2014, at the Village Hall and were publicly opened and read aloud. A copy of the bid tabulation is enclosed for your reference.

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

Three bids were received for this project. The low bid was submitted by DK Contractors of Pleasant prairie, WI. in the amount of **\$644,610.00**.

The highest bid was from Super Excavators Inc. in the amount of \$948,660.00

I recommend that the *Village award the bid to DK Contractors on the amount of \$644,610.00.*



July 1, 2014

Michael R. Spence, P.E., LEED ®AP  
Village Engineer  
Village of Pleasant Prairie  
9915 39th Ave.  
Pleasant Prairie, WI 53158

Re: 88th Avenue Sanitary Sewer Extension

Dear Mike:

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 DK Contractors, Inc. out of Pleasant Prairie, Wisconsin in the amount of \$644,610. This amount consists of the BASE BID (\$582,460.00), ALT 1 – Liberty Driveway (\$45,000.00), and ALT 2 – Emergency Access Drive (\$17,150.00).

The low 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 88th Avenue Sanitary Sewer Extension to DK Contractors, Inc. in the amount of \$582,460.00.

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

Village of Pleasant Prairie  
88th Avenue Sewer Construction

CDI PROJECT NO. P0200061

BID TAB

Prepared by: EKS

ITEM NUMBER	ITEM DESCRIPTION	UNIT	Engineer's Estimate		DK Contractors		DF Tomasini		Super Excavators, Inc.		
			ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL COST	UNIT PRICE	ESTIMATED TOTAL COST	UNIT PRICE	ESTIMATED TOTAL COST	UNIT PRICE	ESTIMATED TOTAL COST
<b>BASE BID</b>											
1	18" PVC Sanitary Sewer, granular backfill	LF	1,045	\$165	\$172,430	\$130	\$135,850	\$182	\$190,190	\$225	\$235,125
2	18" PVC Sanitary Sewer, slurry backfill	LF	540	\$180	\$97,200	\$140	\$75,600	\$230	\$124,200	\$175	\$94,500
3	18" PVC Sanitary Sewer, excavated material backfill	LF	1,100	\$120	\$132,000	\$110	\$121,000	\$127	\$139,700	\$120	\$132,000
4	18" PVC Sanitary Sewer (MH#1 to MH#2)	LF	225	\$130	\$29,250	\$220	\$49,500	\$700	\$157,500	\$900	\$202,500
5	10" PVC Watermain Service, Directional Drill	LF	110	\$100	\$11,000	\$190	\$20,900	\$265	\$29,150	\$250	\$27,500
6	10" Pressure Connection w/ Gate Valve	EA	1	\$3,500	\$3,500	\$8,000	\$8,000	\$5,000	\$5,000	\$9,000	\$9,000
7	Abandon Existing Manhole (Sta. 11+30)	EA	1	\$500	\$500	\$1,000	\$1,000	\$1,000	\$1,000	\$750	\$750
8	Sanitary Manhole	EA	11	\$5,000	\$55,000	\$5,000	\$55,000	\$4,000	\$44,000	\$2,600	\$28,600
9	Manhole #1 @ STH 165	LS	1	\$30,000	\$30,000	\$59,000	\$59,000	\$60,000	\$60,000	\$117,000	\$117,000
10	36" RCP FES Remove & Replace	LS	1	\$3,500	\$3,500	\$2,000	\$2,000	\$2,000	\$2,000	\$750	\$750
11	Road Patching, 5" HMA Type E, 10" Base	SY	150	\$45	\$6,750	\$120	\$18,000	\$108	\$16,200	\$100	\$15,000
12	Driveway Replacement, 5" HMA, 10" Base	SY	165	\$40	\$6,600	\$90	\$14,850	\$71	\$11,715	\$66	\$10,890
13	Concrete Curb and Gutter	LF	95	\$25	\$2,380	\$40	\$3,800	\$50	\$4,750	\$45	\$4,275
14	Flowable Concrete Fill	CY	5	\$500	\$2,500	\$160	\$800	\$100	\$500	\$210	\$1,050
15	18" Pipe Insulation	LF	80	\$35	\$2,800	\$4	\$320	\$10	\$800	\$10	\$800
16	Sign, Remove & Replace	EA	3	\$100	\$300	\$180	\$540	\$200	\$600	\$175	\$525
17	Tree Removal	EA	1	\$2,000	\$2,000	\$1,000	\$1,000	\$1,500	\$1,500	\$1,000	\$1,000
18	Tree Protection	EA	3	\$500	\$1,500	\$100	\$300	\$100	\$300	\$250	\$750
19	Traffic Control	LS	1	\$15,000	\$15,000	\$11,000	\$11,000	\$25,000	\$25,000	\$10,000	\$10,000
20	Erosion Control	LS	1	\$5,000	\$5,000	\$4,000	\$4,000	\$5,000	\$5,000	\$2,500	\$2,500
<b>Subtotal (Base Bid):</b>					<b>\$579,210</b>		<b>\$582,460</b>		<b>\$819,105</b>		<b>\$894,515</b>
<b>ADDITIVE ALTERNATE #1</b>											
24	Liberty Driveway Relocation	LS	1	\$35,000	\$35,000	\$33,000	\$33,000	\$42,888	\$42,888	\$25,000	\$25,000
25	Driveway Gate Relocation	LS	1	\$1,500	\$1,500	\$3,000	\$3,000	\$2,500	\$2,500	\$3,500	\$3,500
26	18" CMP Culvert	LF	60	\$60	\$3,600	\$80	\$4,800	\$119	\$7,140	\$50	\$3,000
27	Flared End Section, 18"	EA	2	\$1,500	\$3,000	\$600	\$1,200	\$200	\$400	\$135	\$270
28	Concrete Curb and Gutter	LF	100	\$25	\$2,500	\$30	\$3,000	\$50	\$5,000	\$40	\$4,000
<b>Subtotal (Add. Alt. #1):</b>					<b>\$45,600</b>		<b>\$45,000</b>		<b>\$57,928</b>		<b>\$35,770</b>
<b>ADDITIVE ALTERNATE #2</b>											
28	Emergency Access Driveway	SY	245	\$40	\$9,800	\$70	\$17,150	\$92.37	\$22,630.65	\$75	\$18,375.00
<b>Subtotal (Add. Alt. #2):</b>					<b>\$9,800</b>		<b>\$17,150</b>		<b>\$22,631</b>		<b>\$18,375</b>
<b>TOTAL:</b>					<b>\$634,610.00</b>		<b>\$644,610.00</b>		<b>\$899,663.22</b>		<b>\$948,660.00</b>

# Purchase Order

Fiscal Year 2014

Page 1 of 1



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

Purchase Order # **1402099-00**

**B I L L T O**  
 VILLAGE OF PLEASANT PRAIRIE  
 9915 39TH AVENUE  
 PLEASANT PRAIRIE, WI 53158  
 262-694-1400

**V E N D O R**  
 DK Contractors  
 11013 122 St  
 Pleasant Prairie WI 53158

**S H I P T O**  
 Village of Pleasant Prairie  
 9915 39th Ave  
 Pleasant Prairie WI 53158

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
				3653		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/02/2014	740				Engineering		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	88th Avenue Sewer Design						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Remember to give PO# when ordering.						
1	88th Avenue Sewer Design			1.0	Each	\$664,610.000	\$664,610.00

By *Michael Deery*  
 Village Administrator

<b>PO Total</b>	<b>\$664,610.00</b>
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# VILLAGE OF PLEASANT PRAIRIE

## Pleasant Prairie, WI 53158

### Conditions Governing this Purchase Order

#### **ENTIRE AGREEMENT**

Furnishing of items and fulfillment of services by the supplier under this purchase order constitutes an agreement to the **Village of Pleasant Prairie Standard Terms and Conditions (STC)** and all applicable terms and conditions as specified in any Request for Bid, Quotation or Proposal and the Conditions of Purchase on this form. The STC shall apply to this purchase order except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Further, the purchase order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Village of Pleasant Prairie. If this Purchase Order is attached to, cross-referenced in, or issued in conjunction with a Village of Pleasant Prairie contract, and there is a conflict in language between this Purchase Order and the Contract, the language of the Contract shall control.

#### **F.O.B. DESTINATION**

Unless indicated otherwise elsewhere in the order, the supplier shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the Village of Pleasant Prairie's ship to address.

#### **INVOICING INFORMATION**

a. Send invoices directly to Accounts Payable:

**Village of Pleasant Prairie Finance Dept.**

**9915 39th Avenue**

**Pleasant Prairie, WI 53158**

b. Do not send invoices to the SHIP-TO address unless the SHIP-TO address is the same as noted above in "a."

c. Reference the Purchase Order number on all invoices.

d. Show discounts for early payment as a reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

e. The Village of Pleasant Prairie will pay properly submitted invoices within thirty (30) days of receipt, for completed and accepted deliveries of specified services and/or goods, unless the supplier or contractor is notified by the Village of Pleasant Prairie of a dispute.

#### **APPLICABLE LAW**

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

#### **INDEMNIFICATION**

The supplier or contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the Village of Pleasant Prairie, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village of Pleasant Prairie or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from a supplier, contractor and/or subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by negligent acts of the Village of Pleasant Prairie, its officers, officials, agents or its employees.

#### **ITEMS OF PURCHASE**

a. All materials, supplies, and equipment received are subject to inspection and acceptance by Village of Pleasant Prairie.

b. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with the Village department of purchase for instructions. The Village of Pleasant Prairie reserves the right to reject and return at shipper's expense any and all materials or supplies delivered which do not conform to our description or specifications.

c. The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the department of purchase. Before final acceptance by the department of purchase, all matters of dispute must be adjusted to the mutual satisfaction of the Village of Pleasant Prairie and the supplier.

d. If there is any part of this order you cannot fill promptly or within the time specified, notify the department of purchase at once. In case of unreasonable delay in delivery or delivery of goods or services are inferior to those specified, or in case of any other default of the vendor, the department of purchase shall have the right, at its option, to cancel this order in whole or in part, and the Village of Pleasant Prairie may procure the goods, or services from other sources.

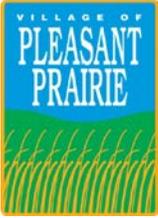
e. All items delivered on this purchase order are to be new, unless otherwise specified.

#### **NONDISCRIMINATION**

In the performance of the services under this agreement, the supplier or contractor agrees not to discriminate against any employee, applicant or subcontractor who offers to subcontract on this contract because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

#### **EXCISE AND SALES TAXES**

The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal government. Such taxes, if included, must be deducted by the supplier or contractor when submitting claim for payment.



# MEMO

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

TO: Mike Pollocoff/Village Administrator

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

FROM: Mike Spence/Village Engineer

DATE: July 1, 2014

SUBJ: Professional Services Agreement for Engineering Evaluation and Financial  
Analysis of Pleasant Prairie Water Utility's Fire Protection Capability

ATTACH: GAI Contract and Scope of Services

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The Village of Pleasant Prairie Water Utility (PPWU) purchases an average of 2.25 million gallons of water each day from the Kenosha Utility to serve its customers. Every evening during off-peak hours, the Village of Pleasant Prairie (the Village) takes water at a steady and consistent rate. Large pumps at the Kenosha Water Utility Production Plant push the treated water through a 36-inch transmission for about three miles to a location on 7th Avenue and 80th Street. At this location, PPWU receives the water through two meter pits. The water travels in two 24-inch parallel transmission mains from the 7th Avenue location to a booster station and reservoir on Sheridan Road. Then these pumps at the Sheridan Road Booster Pump Station send the water through transmission lines to a second reservoir and booster station and four (4) elevated water towers and two (2) ground storage tanks throughout the Village. There are 12.2 million gallons of storage capacity.

In July 2013, the PSC made a final decision in the application of the KWU for approval to increase water rates. The PSC determined that it is reasonable to allocate public fire protection costs to Pleasant Prairie using the equivalent meters method. The KWU claimed that there are four connection points that Pleasant Prairie can draw from during a fire. The PSC questioned PPWU's ability to meet its public fire protection for a large fire that could occur during the maximum day demand and just before 8:00 pm, when PPWU would begin to refill its depleted storage tank although PPWU may have sufficient storage.

However, PPWU believes that with its significant storage capacity, only one (1) interconnect needs to be kept. I asked for a proposal from GAI to prepare to conduct a redundancy and reliability/operations study, a cost benefit analysis, demonstrate the firefighting capacity and to address the growth of the Village's water system.



# MEMO

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

The attached scope was provided by GAI Consultants to prepare this study. It includes:

1. Review the previous water modeling study and evaluate and verify the existing conditions;
2. Perform a hydraulic modeling in different scenarios
  - a) Existing water use projections with all four interconnects
  - b) Existing water use projections with one interconnect.
  - c) Existing water use projections with one interconnect and service to Carol Beach.
3. Perform a cost-benefit analysis to determine the operational cost savings vs. the capital investment of re-piping Carol Beach.
4. Provide a summary report to demonstrate the firefighting capacity with existing storage and determine any improvements such as a distribution line to Carol Beach. Discuss current operation protocol and future protocol for the PPWU to meet proposed conditions.
5. Have meetings with all relevant agencies such as the KWU, Wisconsin DNR, and Wisconsin PSC.

The fee for this study is \$29,000. GAI Inc. is qualified and has successfully provided these services on other projects for the Village. I recommend that the contract be executed with GAI, Inc. to perform these services.

Project Number: W \_\_\_\_\_

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of June, 2014 is by and between GAI Consultants, Inc., its directors, officers and employees located at 700 Geneva Parkway, Lake Geneva, WI, (hereinafter collectively referred to as "GAI"), and the Village of Pleasant Prairie, Kenosha County, WI, located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, WI (hereinafter referred to as "CLIENT"). This AGREEMENT is subject to and incorporates the provisions of GAI's Proposal dated June 16, 2014, attached hereto. In the event of any conflict between this AGREEMENT and GAI's Proposal, the terms of GAI's Proposal shall govern.

WHEREAS, CLIENT is desirous of engaging GAI to provide certain professional services described in GAI's Proposal dated June 16, 2014, and

WHEREAS, GAI is agreeable to performing the professional services described under these terms and conditions,

WHEREFORE, the parties hereto do mutually agree as follows:

**Article 1. Scope of Services** - GAI shall perform the Services described in GAI's Proposal, incorporated herein by reference, in connection with the following project: Engineering Evaluation and Financial Analysis of PPWU's Fire Protection Capability.

**Article 2. Compensation** - GAI agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or a lump sum basis as set forth in GAI's Proposal.

**Article 3. Invoicing/Payment**

1. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
2. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary.
3. CLIENT will be invoiced for all internal expenses, such as photocopy and photographic reproductions, postage, mileage, company vehicle rental, etc., on a per diem rate for all personnel required by the work to remain away from their normal residence and the cost of transporting materials, equipment, and/or personnel as required for proper performance of the project on a mileage basis. If one of GAI's field vehicles is required for the execution of the work, CLIENT will be invoiced for the vehicle on a rental basis or on a mileage basis, depending upon the vehicle.
4. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
5. Payments shall include the GAI invoice number and be mailed directly to GAI at the address first written above to the attention of the Accounts Receivable.

**Article 4. Changes** - CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of this AGREEMENT, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

**Article 5. CLIENT Responsibilities** - CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in this AGREEMENT and, as applicable and necessary for GAI to perform its services. CLIENT will:

1. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints, third party certification requirement(s), standards or budget limitation(s).

2. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
3. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
4. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under this AGREEMENT.
5. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
6. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
7. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
9. Furnish such legal and insurance counseling services as CLIENT may require for the Project.

**Article 6. Schedule/Delays** - GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the mutually agreed schedule, **provided however**, the performance under this AGREEMENT shall be excused in the event performance of this AGREEMENT is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

**Article 7. Document Ownership and Reuse**

1. All reports, drawings, specifications, manuals, learning and audio visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service and shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.
2. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
3. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
4. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.

**Article 8. Standard of Performance** - GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Article 9. Insurance**

1. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the AGREEMENT, and subject to the terms and conditions of the policies keep in force the following insurance:
  - A. Worker's Compensation Insurance with Other States' endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000;
  - B. Comprehensive General Liability Insurance, including Contractor's Protective and Completed Operations, covering bodily injuries with limits of \$2,000,000 per occurrence and aggregate, and property damage with limits of \$2,000,000 per occurrence and aggregate;
  - C. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
2. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
3. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
4. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its Contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable federal, state and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.

**Article 10. Indemnity** - Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services.

**Article 11. Limitation of Liability** - In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under this AGREEMENT, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under this AGREEMENT for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses resulting from the negligent act, errors or omissions of GAI or its employees occurring during performance under this AGREEMENT. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under this AGREEMENT. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.

**Article 12. Disclaimer of Consequential Damages** - Notwithstanding anything to the contrary in this AGREEMENT, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

**Article 13. Probable Construction Cost Estimates** - Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction

industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.

**Article 14. Confidentiality/Non-Disclosure** - GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under this AGREEMENT or received from CLIENT or the Project Owner, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of this AGREEMENT. GAI shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any federal, state or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the Project Owner is contingent upon GAI receiving further compensation for such assistance, including without limitation, a reasonable attorney's fee, in assisting CLIENT.

**Article 15. Certifications** - GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under this AGREEMENT unless:

1. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
2. GAI believes that the work performed, tested or observed meets the certification criteria; and
3. GAI gave its written approval of the certification's exact form before executing this AGREEMENT.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

**Article 16. Miscellaneous Terms of Agreement**

1. This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the state of the GAI office location first written above without giving effect to its conflict of law principles. If any part of this AGREEMENT shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
2. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in this AGREEMENT and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
3. This AGREEMENT shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under this AGREEMENT and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
4. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law. In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.
5. Either the CLIENT or GAI may terminate or suspend performance of this AGREEMENT without cause upon thirty (30) days written notice delivered or mailed to the other party.
  - A. In the event of material breach of this AGREEMENT, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice

shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences reasonable steps to cure the breach within the ten day period.

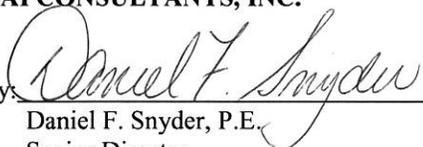
- B. In the event of the termination, other than caused by a material breach of this AGREEMENT by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or sub-consultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
  - C. In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under this AGREEMENT.
6. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
  7. The paragraph headings in this AGREEMENT are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
  8. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms and rates of compensation to be received by GAI.
  9. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the Project Owner and GAI.
  10. No modification or changes in the terms of this AGREEMENT may be made except by written instrument signed by the parties.
  11. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

IN WITNESS WHEREOF, GAI AND CLIENT have executed this AGREEMENT as of the date first above written.

**VILLAGE OF PLEASANT PRAIRIE**

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

**GAI CONSULTANTS, INC.**

By:  \_\_\_\_\_  
Daniel F. Snyder, P.E.  
Senior Director

By: \_\_\_\_\_  
Jane Romanowski  
Village Clerk

Attachment: Proposal of Services dated June 16, 2014

END OF AGREEMENT



## **EXHIBIT "A"**

**June 16, 2014**

### **Proposal for Engineering Evaluation and Financial Analysis of PPWU's Fire Protection Capability**

#### **I. PROJECT OVERVIEW**

The Village of Pleasant Prairie Water Utility (PPWU) purchases an average of 2.25 million gallons of water each day from the Kenosha Utility to serve its customers. Every evening during off-peak hours, the Village of Pleasant Prairie (the Village) takes water at a steady and consistent rate. Large pumps at the Kenosha Water Utility Production Plant push the treated water through a 36-inch transmission for about three miles to a location on 7<sup>th</sup> Avenue and 80<sup>th</sup> Street. At this location, PPWU receives the water through two meter pits. The water travels in two 24-inch parallel transmission mains from the 7<sup>th</sup> Avenue location to a booster station and reservoir on Sheridan Road. Then these pumps at the Sheridan Road Booster Pump Station send the water through transmission lines to a second reservoir and booster station and four (4) elevated water towers and two (2) ground storage tanks throughout the Village. There are 12.2 million gallons of storage capacity.

During 2012, the Kenosha Water Utility (KWU) requested approval from the Wisconsin Public Service Commission (PSC) to raise water rates. As a largest wholesale customer of the KWU, PPWU paid more for the same amount of water than a retail customer, despite the fact that there are fewer costs associated with serving the Village as a wholesale customer.

In its request for a rate increase, the KWU argued that the Village should be allocated public fire protection as it was in its 2004 rate case because the Village relies on the KWU's system to meet fire flow demand.

The KWU claimed that the 2001 Amended Water Issues Agreement requires the KWU to provide Pleasant Prairie with unlimited water service in the amounts and at such times as Pleasant Prairie requires, including water to meet public fire protection demand. The KWU claimed that there are four connection points that Pleasant Prairie can draw from during a fire. Furthermore, Pleasant Prairie's customers in the Carol Beach area are directly dependent on the KWU's water system to provide public fire protection capacity.

In July 2013, the PSC made a final decision in the application of the KWU for approval to increase water rates. The PSC determined that it is reasonable to allocate public fire protection costs to Pleasant Prairie using the equivalent meters method.

The PSC questioned PPWU's ability to meet its public fire protection for a large fire that could occur during the maximum day demand and just before 8:00 pm, when PPWU would begin to refill its depleted storage tank although PPWU may have sufficient storage.

However, PPWU believes that with its significant storage capacity, only one (1) interconnect needs to be kept. To demonstrate its fire fighting capacity and resolve other issues with the KWU, GAI will be retained by the Village to conduct a redundancy and reliability/operations study and cost benefit analysis.

## **II. SCOPE OF SERVICES**

GAI will perform the following:

1. Review the previous water modeling study and evaluate and verify the existing conditions;
2. Perform a hydraulic modeling in different scenarios
  - a) Existing water use projections with all four interconnects
  - b) Existing water use projections with one interconnect.
  - c) Existing water use projections with one interconnect and service to Carol Beach.
3. Perform a cost-benefit analysis to determine the operational cost savings vs. the capital investment of re-piping Carol Beach.
4. Provide a summary report to demonstrate the fire fighting capacity with existing storage and determine any improvements such as a distribution line to Carol Beach. Discuss current operation protocol and future protocol for the PPWU to meet proposed conditions.
5. Have meetings with all relevant agencies such as the KWU, Wisconsin DNR, and Wisconsin PSC.

## **III. DELIVERABLES**

A summary report as described above.

Deliverables will comply with the following:

- Documents and all related project correspondence shall be provided to the Village on CD and AutoCAD format and version as determined by the Village.
- AutoCAD files will follow the Village's Utilities AutoCAD standard format.
- All text and graphic information will be provided in the Village's standard MS Office software (MS Word, MS PowerPoint, etc.) and in the Adobe .PDF format, unless otherwise specified. All digital information will be provided on CDs or DVDs.

## **IV. FEES**

These services will be provided on a not to exceed basis for a fee of \$29,000.00. The meetings will be attended on an as requested basis and charged based on hourly costs plus expenses.

# Purchase Order

Fiscal Year 2014

Page 1 of 1



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

Purchase Order # **1402103-00**

**B I L L T O**

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

**V E N D O R**

GAI Consultants Inc  
700 Geneva Parkway  
Lake Geneva WI 53147

**S H I P T O**

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
				3682		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/02/2014	3424				Engineering		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	Evaluation and Financial Anal  The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading  Remember to give PO# when ordering.  Agreement for Professional Services for Engineering Evaluation and Financial Analysis of PPWU's Fire Protection Capability			1.0	Each	\$29,000.000	\$29,000.00

By *Michael Deery*  
Village Administrator

**PO Total** **\$29,000.00**

# VILLAGE OF PLEASANT PRAIRIE

## Pleasant Prairie, WI 53158

### Conditions Governing this Purchase Order

#### **ENTIRE AGREEMENT**

Furnishing of items and fulfillment of services by the supplier under this purchase order constitutes an agreement to the **Village of Pleasant Prairie Standard Terms and Conditions (STC)** and all applicable terms and conditions as specified in any Request for Bid, Quotation or Proposal and the Conditions of Purchase on this form. The STC shall apply to this purchase order except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Further, the purchase order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Village of Pleasant Prairie. If this Purchase Order is attached to, cross-referenced in, or issued in conjunction with a Village of Pleasant Prairie contract, and there is a conflict in language between this Purchase Order and the Contract, the language of the Contract shall control.

#### **F.O.B. DESTINATION**

Unless indicated otherwise elsewhere in the order, the supplier shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the Village of Pleasant Prairie's ship to address.

#### **INVOICING INFORMATION**

a. Send invoices directly to Accounts Payable:

**Village of Pleasant Prairie Finance Dept.**

**9915 39th Avenue**

**Pleasant Prairie, WI 53158**

b. Do not send invoices to the SHIP-TO address unless the SHIP-TO address is the same as noted above in "a."

c. Reference the Purchase Order number on all invoices.

d. Show discounts for early payment as a reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

e. The Village of Pleasant Prairie will pay properly submitted invoices within thirty (30) days of receipt, for completed and accepted deliveries of specified services and/or goods, unless the supplier or contractor is notified by the Village of Pleasant Prairie of a dispute.

#### **APPLICABLE LAW**

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

#### **INDEMNIFICATION**

The supplier or contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the Village of Pleasant Prairie, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village of Pleasant Prairie or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from a supplier, contractor and/or subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by negligent acts of the Village of Pleasant Prairie, its officers, officials, agents or its employees.

#### **ITEMS OF PURCHASE**

a. All materials, supplies, and equipment received are subject to inspection and acceptance by Village of Pleasant Prairie.

b. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with the Village department of purchase for instructions. The Village of Pleasant Prairie reserves the right to reject and return at shipper's expense any and all materials or supplies delivered which do not conform to our description or specifications.

c. The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the department of purchase. Before final acceptance by the department of purchase, all matters of dispute must be adjusted to the mutual satisfaction of the Village of Pleasant Prairie and the supplier.

d. If there is any part of this order you cannot fill promptly or within the time specified, notify the department of purchase at once. In case of unreasonable delay in delivery or delivery of goods or services are inferior to those specified, or in case of any other default of the vendor, the department of purchase shall have the right, at its option, to cancel this order in whole or in part, and the Village of Pleasant Prairie may procure the goods, or services from other sources.

e. All items delivered on this purchase order are to be new, unless otherwise specified.

#### **NONDISCRIMINATION**

In the performance of the services under this agreement, the supplier or contractor agrees not to discriminate against any employee, applicant or subcontractor who offers to subcontract on this contract because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

#### **EXCISE AND SALES TAXES**

The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal government. Such taxes, if included, must be deducted by the supplier or contractor when submitting claim for payment.

Village of Pleasant Prairie  
Office of the Village Administrator

July 2, 2014

To: Members of the Village Board of Trustees

From: Michael R. Pollocoff  
Village Administrator

RE: Amended Service Agreement with KABA

The Village of Pleasant Prairie and KABA have maintained a Marketing and Service Agreement since the establishment of TID 2, which provided a means for the Village to use TID funds to be provided to KABA. KABA loans the funds to new businesses that would locate within TID 2 as an incentive to locate in Pleasant Prairie. The repayment of the loans and interest are then added to the KABA portfolio to be loaned out again to another business. The current Amended Project Plan allocates another \$1,000,000.00 to be used for this purpose.

The Village of Pleasant Prairie and KABA have developed a long and successful partnership to provide economic development opportunities in Pleasant Prairie as evidenced by LakeView Corporate Park. This amendment would continue the existing relationship. I recommend that the Village Board adopt the Amended Marketing and Service Agreement.

**MARKETING AND SERVICE CONTRACT BETWEEN  
THE VILLAGE OF PLEASANT PRAIRIE  
AND  
KENOSHA AREA BUSINESS ALLIANCE, INC.  
AMENDMENT NO. 5**

This Agreement made and entered into by and between the Village of Pleasant Prairie, Pleasant Prairie, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "VILLAGE" and the Kenosha Area Business Alliance, Inc., a private not for profit corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "CORPORATION."

WHEREAS, the VILLAGE has authorized and approved the necessary planning and implementation activities for a Tax Incremental District (TID), hereinafter referred to as Amended TID No. 2; and

WHEREAS, the VILLAGE desires as part of the Amended TID No. 2 Project Plan, to contract with the CORPORATION as an independent contractor to provide the following services: business development; business retention; business attraction; and other economic development related services requested by the VILLAGE to assist the VILLAGE in the successful performance of the activities as delineated in the Amended TID No. 2 Project Plan; and

WHEREAS, the VILLAGE as part of the Amended TID No. 2 Project Plan has included development grant funds to be used by the CORPORATION to make and administer loans to businesses in the Amended TID No. 2 related to the development grants and associated business development activities as delineated in the Amended TID No. 2 Project Plan; and

WHEREAS, while the VILLAGE and the CORPORATION intend the development grant funds be expended in program years of 2014 and 2015, it is agreed hereto that should a qualified business desire funds in program years of 2014 and 2015 said funds should be made available to the CORPORATION.

NOW, THEREFORE, in consideration of the mutual agreements, understandings, and undertakings hereinafter set forth, the VILLAGE and the CORPORATION do hereby agree that the Agreement herein between the VILLAGE and the CORPORATION shall consist of the following terms and conditions:

A. PURPOSE: The purpose of this Agreement is to facilitate the successful achievement, consistent with the Amended TID No. 2 Project Plan, of the goals and objectives contained in the Amended TID No. 2 Project Plan through the provision of economic development activities which will create jobs and private investment in the Amended TID No. 2 District. As such, the CORPORATION agrees to provide technical assistance and services to the VILLAGE. The services shall include but not be limited to the following: the marketing and development activities related to the tax base expansion as delineated in the Amended TID No. 2 Project Plan; the activities as requested by the VILLAGE for the successful implementation and completion of the VILLAGE of the Amended TID No. 2 Project Plan; and other activities to ensure the timely development of the land in the Amended TID No.2 District.

B. TERM OF AGREEMENT: CORPORATION shall commence performing services under the terms and conditions of this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2014 and shall continue to perform such services until \_\_\_\_\_, or until this Agreement is terminated or amended as herein provided.

C. MAXIMUM CONTRACT AMOUNT: During the term of this Agreement, the CORPORATION shall not perform services nor bill the VILLAGE in excess of the funds as delineated in the attached Budget, incorporated herein as Exhibit A The VILLAGE shall not be obligated to pay CORPORATION for services performed and billed in excess of said amount. The cost to the VILLAGE for the services as delineated herein shall be paid by the VILLAGE within 30 days of the receipt of an invoice from the CORPORATION. Said invoices to be submitted by the CORPORATION to the VILLAGE Administrator for approval and processing.

D. INDEMNIFY, HOLD HARMLESS AND DEFENSE: In case any action or proceeding is brought against the VILLAGE or any of its officers, agents or employees in any court or administrative tribunal for the failure, omission or neglect of the CORPORATION to perform any of the activities, programs, matters or things by this Agreement undertaken, or for injury or damage caused by the alleged negligence or intentional acts of the CORPORATION, its officers, agents or employees, the CORPORATION shall indemnify and save harmless the VILLAGE and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, claims or attorney fees arising out of such action or proceeding. The VILLAGE shall tender the defense of any such claim or action at law or in equity to the CORPORATION or CORPORATION'S insurer to defend such claim or action without cost or expense to the VILLAGE or its officers, agents or employees. The CORPORATION shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Agreement and for the results therefrom.

E. SCOPE OF SERVICES: The specific planning, administrative and economic development services to be provided by the CORPORATION herein will consist of the following:

(1) MARKETING AND DEVELOPMENT SERVICES:

- (a) To implement appropriate actions and activities to help address the economic development objectives related to the successful completion of Amended TID No.2 Project Plan.
- (b) To encourage the business attraction in the Amended TID No.2 Project Plan.
- (c) To conduct business visitation to identify businesses interested in locating in the Amended TID No. 2 District.
- (d) To assist businesses, including the development of customized proposals, interested in establishing a facility in the Amended TID No. 2 District. This activity includes providing follow up on all inquiries received as a result of the marketing efforts of KABA or the referrals from VILLAGE departments or staff.

- (e) To encourage business attraction in the Amended TID No. 2 District by providing potential businesses with information relative to available Federal, State and local business development financing programs.
- (f) To access available manpower and training programs for businesses in the Amended TID No. 2 District through the CORPORATION'S Employment Services Specialist. This will include working with area employment and training agencies to coordinate available assistance to the businesses.
- (g) To provide written reports as requested by the VILLAGE Administrator concerning the activities provided herein throughout the duration of the contract.

(2) BUSINESS LOANS:

- (a) Grant of Loan Funds to CORPORATION - VILLAGE shall, subject to the availability of development grant funds and the Amended TID No. 2 Project funds pursuant to the approved Amended TID No. 2 Project Plan Budget, provide to CORPORATION, as a grant to CORPORATION, the full amount of any development grant funds requested by CORPORATION under the provisions of this Agreement. When approving loans, the CORPORATION shall provide the VILLAGE with the following information: amount of the loan; description of project; total development budget; name and address of party to which the loan will be granted; the term, rate and structure of the loan; the purpose of loan; the estimated increased tax base generated as a result of the loan; the type of jobs retained and/or created; the wage rate of jobs created and retained; and the name and address of financial institutions involved in the loan package, if applicable. There shall also be attached to said information, if applicable, a Commitment Letter from the financial institution participating in the loan package. The VILLAGE Administrator will monitor the program herein to ensure contract compliance by the CORPORATION. The VILLAGE'S review of the development grant funds shall be limited to ensuring compliance with the limitations, restrictions, and guidelines for loans set forth herein.
- (b) Guidelines for Loans - CORPORATION shall be subject to the following guidelines in the granting of loans under authority of this Agreement:
  - (i) CORPORATION shall be entitled to charge a one time loan fee payable by the respective loan recipient at the time of loan disbursement of up to one and one-half (1 1/2%) percent of the total amount of any loan granted by CORPORATION. These funds will assist the CORPORATION in providing administrative services for the Loan Funds. The CORPORATION may also establish application, processing and servicing fees to be paid by the loan applicant to the CORPORATION at the time applications are submitted, loans are processed or when servicing is required during the loan term. The CORPORATION shall be entitled to retain all such fees to cover the costs and expenses incurred in providing business loan services delineated herein.
  - (ii) CORPORATION shall make loans to light manufacturing, manufacturing

related, warehouse, commercial and office development which occurs in the Amended TID No. 2 District and which are consistent with the VILLAGE'S zoning.

- (iii) Loans granted under authority of this Agreement shall be to the extent possible for no more than fifty (50%) percent of a total development package, with each loan being not less than Ten Thousand and No/100 (\$10,000.00) Dollars nor for more than Seven Hundred Fifty Thousand and No/100 (\$750,000.00) Dollars. There shall be no restriction on the number of loans an individual business can receive.
  - (iv) The job generation goal for loans made under authority of this Agreement shall be in an amount of not more than \$40,000 per job created or retained by the loan. However, the CORPORATION shall have the flexibility to also consider other factors when making loans.
  - (v) Loans granted under authority of this Agreement shall be for the purpose of financing the purchase, construction and/or improvement of fixed assets, or for the financing of activities which facilitate the development of jobs and tax base.
  - (vi) Preference for loans shall be given to loan applicants who create new jobs with an average salary or wage of fifteen dollars per hour. However, the CORPORATION shall have the flexibility to also consider other factors when making loans.
  - (vii) Loans granted under authority of this Agreement will meet all lending criteria of the CORPORATION'S Finance Committee.
  - (viii) Loans granted under authority of this Agreement will be secured by collateral such as: subordinated real estate mortgages, equipment, personal and corporate guarantees.
- (c) Loan Terms - CORPORATION shall comply with the following guidelines with respect to loan terms:
- (i) Loan terms shall not be longer than twenty (20) years where the loan is for the construction and/or improvement of land, building or facility.
  - (ii) Loan terms shall not be longer than ten (10) years where the loan is only for equipment.
- (d) Loan Interest Rates - Loans shall be granted at interest rates as determined appropriate by the CORPORATION'S Finance Committee. The goal shall be to the extent feasible, interest rate charged for loans approved will not be less than fifty (50%) percent of Wall street prime rate at time of loan approval. The individual interest rate shall be determined based off the specific conditions of the loan applicant. Loan terms may include variable or adjustable rates, deferral payments, and other terms appropriate to the specific loan.

(e) In the processing of applications, the approval of loans and the determination of interest rates and loan terms, the CORPORATION shall give consideration to following factors: number of new jobs created; the pay rate of jobs created or retained; the size of the expanded tax base; the number of existing jobs upgraded; the exporting of products outside the area economy; the provision of needed services to the area economy; and the degree to which the business contributes to the economic diversification of the area.

F. ADDITIONAL SERVICES: Additional administrative, marketing and development services may be provided to the VILLAGE by CORPORATION upon request of the VILLAGE, at no additional cost to the VILLAGE as long as the CORPORATION can reasonably provide said additional services without the necessity of hiring additional personnel to perform said services and based upon the ability of the CORPORATION to provide said services. Said services shall be requested in writing by the VILLAGE Administrator and be consistent with the Amended TID No. 2 Project Plan.

G. INDEPENDENT CONTRACTOR: CORPORATION shall be an independent contractor of the VILLAGE. Neither CORPORATION or any of its officers, employees, or agents shall be considered to be employees of the VILLAGE as a result of the obligations undertaken pursuant to this Agreement. CORPORATION'S officers, employees and agents shall make no commitments or representations on behalf of the VILLAGE to third parties without prior approval of the VILLAGE.

H. AUDIT AND RECORD DISCLOSURE: CORPORATION shall provide the VILLAGE with reasonable access to information related to any loans made pursuant to this Agreement, at such time as VILLAGE shall request information in writing. Records of CORPORATION shall not be deemed public records and CORPORATION may promise confidentiality of its records to those persons with which it deals. However, VILLAGE and CORPORATION agree that the following information is not confidential as to any loan granted per this Agreement: amount of loan; name and address of party to which loan was granted; the term, rate and structure of financial transaction; the purpose and public benefit; and the name of financial institutions involved in loan package, if applicable.

I. REPAYMENT OF LOANS: The principal and interest repaid to the CORPORATION from loans made by the CORPORATION pursuant to the provisions of any loan provided under the terms and conditions of this Agreement shall be the sole property of the CORPORATION. Such monies shall be used by the CORPORATION for administrative related expenses and to make additional loans consistent with the KABA Revolving Loan Fund Program. The CORPORATION shall make loans with the proceeds of principal and interest that has been repaid to the CORPORATION solely for light manufacturing, manufacturing related, warehouse, commercial, office, and real estate development which would occur in Kenosha County; and shall not make loans for any "non-profit" associations that are not manufacturers, commercial businesses or office developments.

J. TERMINATION: This Agreement may be terminated for cause by either party upon ninety (90) days written notice in the event of default by the other party of any material provision hereof which remains unremedied for ninety (90) days following written notice of such default. In addition, this Agreement can be terminated for convenience by either party upon one hundred two (120) days notification by either party setting forth the reasons for such termination and the effective date.

K. NOTICES: Notices under this Agreement shall be mailed by registered mail to the VILLAGE Administrator, 9915 39<sup>th</sup> Avenue, Pleasant Prairie, WI 53158, for the VILLAGE, and to the President, 5500 6<sup>th</sup> Avenue, Suite 200, Kenosha, WI 53140, for the CORPORATION, or shall be personally served on either said party or the person in charge of either respective office.

L. ASSIGNMENT: CORPORATION agrees that it will not assign this Agreement or any portion thereof, or any of its responsibilities hereunder, to any other party without first obtaining the written approval of the VILLAGE.

M.CHANGES: The VILLAGE and the CORPORATION may, from time to time, request changes in the scope of services of the CORPORATION to be performed hereunder. Such changes, including any increase or decrease in the amount of CORPORATION'S compensation which are mutually agreed upon by and between the VILLAGE and CORPORATION, shall be incorporated in written amendments to this Agreement. However, all such changes shall be consistent with the Amended TID No. 2 Project Plan.

N. LAWS: The VILLAGE and the CORPORATION shall perform its obligations under this Agreement in accordance with the letter and the spirit of applicable Federal, State and Local laws, rules and regulations.

O. COMPLETE AGREEMENT: This document represents the full and complete agreement and understanding of VILLAGE and CORPORATION and supersedes all prior, written and unwritten, agreements and understandings.

P. ADMINISTRATION: The CORPORATION agrees to administer the programs and activities described within this Agreement and to maintain program files at the CORPORATION offices located at 5500 6<sup>th</sup> Avenue, Suite 200, Kenosha, Wisconsin 53140.

Q. INSURANCE: The CORPORATION shall provide to the VILLAGE upon request, evidence regarding the existence of insurance which will protect against the misappropriation of any funds made available to the Corporation as a result of this Agreement.

R. AUTHORITY: VILLAGE enters into this Agreement by authority the Village Board of the Village of Pleasant Prairie. CORPORATION enters into this Agreement by authority of action taken by its Board of Directors, directing the undersigned officers of said CORPORATION to execute this Agreement.

VILLAGE OF PLEASANT PRAIRIE

KENOSHA AREA BUSINESS ALLIANCE

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

By: \_\_\_\_\_  
Frank Unick, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jane M. Romanowski, Clerk

By: \_\_\_\_\_  
Todd Battle, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### BUDGET

<u>Year</u>	<u>Development Grants</u>
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2014	\$500,000.00
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2015	\$500,000.00
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**RESOLUTION #14-18**

**RESOLUTION RELATING TO AMENDMENT  
OF THE 2014 BUDGET**

WHEREAS, the Village Board of the Village of Pleasant Prairie, authorizes amendments to the 2014 Budget, and;

WHEREAS, it is necessary to *make* certain adjustments in departmental budgets during the fiscal year, as situations change and;

WHEREAS, a new Planning Clerk was budgeted for in the Community Development Department and;

WHEREAS, instead of hiring a Planning Clerk in Community Development, a Community Development / Engineering Clerical Secretary was hired and;

WHEREAS, the position was put in the Engineering Department with 50% begin allocated to Community Development and;

WHEREAS, requiring a transfer of 50% of the budgeted funds for this position from Community Development to the Engineering Department and;

WHEREAS, Fire Department's minor equipment expense has exceeded budget, but has been offset by an increase in revenue;

WHEREAS, a budget amendment is necessary to increase budgeted expenses and respectively increase budgeted revenue the same amount to compensate for the increase in expenses and;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Pleasant Prairie hereby authorizes amendments to the 2014 Budget.

Passed this 7<sup>th</sup> of July, 2014

---

John P. Steinbrink, President  
Village of Pleasant Prairie

Attest:

---

Jane M. Romanowski, Village Clerk

2014 Budget Amendment

**Community Development Transfer to Engineering**

Budget Transfer #161

Org	Object	Description	Reason	Amount
<b><u>Engineering</u></b>				
10531000	500110	Salaries	Employee budgeted in CD	28,662
10531000	500151	Social Security	Employee budgeted in CD	2,193
10531000	500152	Wisconsin Retirement	Employee budgeted in CD	2,006
10531000	500153	Worker's Compensation	Employee budgeted in CD	66
10531000	500154	Health & Life Benefits	Employee budgeted in CD	16,899
10531000	500199	Personnel Transfer	Employee budgeted in CD	(24,913)
			Total Expense Increase	24,913
<b><u>Community Development</u></b>				
10567110	500110	Salaries	Employee budgeted in CD	(28,662)
10567110	500151	Social Security	Employee budgeted in CD	(2,193)
10567110	500152	Wisconsin Retirement	Employee budgeted in CD	(2,006)
10567110	500153	Worker's Compensation	Employee budgeted in CD	(66)
10567110	500154	Health & Life Benefits	Employee budgeted in CD	(16,899)
10567110	500199	Personnel Transfer	Employee budgeted in CD	24,913
			Total Expense Increase	(24,913)

2014 Budget Amendment

**Fire Department**

Budget Transfer #330

<u>Org</u>	<u>Object</u>	<u>Description</u>	<u>Reason</u>	<u>Amount</u>
<b><u>Revenue</u></b>				
10442210	443004	Fire Dept Permits	Sold Additional Knox Boxes	8,000
			Total Revenue Increase	8,000
<b><u>Expenses</u></b>				
10522210	500350	Minor Equipment	Purchase more Knox Boxes	8,000
			Total Expense Increase	8,000

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

**Period Ending: July 3, 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. Thomas A. Abell	thru June 30, 2016
2. Jacklyn R. Barnett	thru June 30, 2016
3. Elizabeth A. Henderson	thru June 30, 2016
4. Aisha S. Khan	thru June 30, 2016
5. Joseph G. Ludwig	thru June 30, 2016
6. Kristin M. Malek	thru June 30, 2016
7. Jordan Molina	thru June 30, 2016
8. Jordan A. Morgan	thru June 30, 2016
9. Alex J. Socha	thru June 30, 2016
10. Sherry L. Stein	thru June 30, 2016
11. Brianna L. Stubbs	thru June 30, 2016
12. Jean A. Stukel	thru June 30, 2016

Jane M. Romanowski  
Village Clerk

**CLERK'S CERTIFICATION OF  
RENEWAL BARTENDER LICENSE APPLICATIONS  
Period Ending: July 3, 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 a renewal bartender license, and **each applicant is in compliance with the guidelines set forth in Chapter 194 of the Municipal Code.** I recommend approval of the application for each person as follow:

<u>NAME OF APPLICANT</u>	<u>LICENSE TERM</u>
1. Christopher Frye	thru June 30, 2016
2. Jessica L. Gornik	thru June 30, 2016
3. Kayla A. Heckel	thru June 30, 2016
4. Karen F. Scuffham	thru June 30, 2016

**NOTE: ALL LICENSEES LISTED ABOVE HAVE SUBMITTED RENEWAL APPLICATIONS AND THE POLICE DEPARTMENT HAS SEARCHED ITS RECORDS. FOLLOWING PAST PRACTICE DUE TO THE NUMBER AND TIME REQUIRED, THE RENEWAL APPLICATIONS WERE NOT COPIED FOR THE BOARD MEETING.**

Jane M. Romanowski  
Village Clerk