

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
June 16, 2014
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. 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.)
5. Administrator's Report
6. New Business
 - 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.

Village Board Meeting
June 16, 2014

- 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.
 - 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.
 - G. Consider Professional Construction Inspection Services Agreement for 39th Avenue Improvements and Fire Station #1 project.
 - 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.
 - I. Consider Professional Engineering Services Agreement for Water System Improvements - Sheridan Road WaterMain.
 - J. Consider Resolution #14-16 Certifying the Creation, Review and Adoption of the Compliance Maintenance Annual Reports for the Wastewater Facilities in the Village.
 - K. Consider Ordinance #14-15 to amend Chapter 292 of the Municipal Code relating to Solid Waste and Recycling.
 - L. Consider Resolution #14-17 relating to Amendment of the 2014 Budget.
 - M. Consider one new Operator License Application and Operator License Renewal Applications for July 1, 2014- June 30, 2016.
7. Village Board Comments
8. Adjournment

The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 – 39th Avenue, Pleasant Prairie, WI (262) 694-1400

VILLAGE STAFF REPORT OF JUNE 16, 2014

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

Consider **Ord. # 14-16** for the following **Comprehensive Plan Amendments 1)** to amend a portion of the LakeView East Neighborhood Plan 12 of Appendix 9-3 for the properties at the southwest corner of STH 31 and STH 165 for the proposed commercial development of this area including the proposed Kwik Trip facility; **2)** to amend the Village 2035 Land Use Plan Map 9.9 by changing a portion of the property located south of STH 165 and east of 72nd Avenue (portion of Tax Parcel Number 92-4-122-281-0115) owned by FIAAT Investments LLC from the General Industrial land use designation to the Community Commercial land use designation and changing the properties located south of STH 165 and west of STH 31 (Tax Parcel Number 92-4-122-272-0475) owned by Richard and Dimitra Priebus, (Tax Parcel Number 92-4-122-272-0401) owned by John Felinski, a portion of the property located south of STH 165 and east of 72nd Avenue (portion of Tax Parcel Number 92-4-122-281-0115 and all of Tax Parcel Number 92-4-122-281-0116) owned by FIAAT Investments LLC from the General Industrial land use designation to the Community Commercial with an Urban Reserve land use designation; and **3)** to update Appendix 10-3 of the Village 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Recommendation: On June 9, 2014 the Village Plan Commission held a public hearing and approved Plan Commission Resolution #14-10 and recommended that the Village Board approved the **Comprehensive Plan Amendments (Ord. #14-16)** as presented in the Village Staff Report of June 16, 2014.

Consider approval of a **Conceptual Plan** for the request of William Morris, agent on behalf of FIAAT Investments LLC for the proposed commercial development of properties located at the southwest corner of STH 31 and STH 165 as a result of the proposed Kwik Trip gasoline, convenience store and car wash facility to be located at the southeast corner of 72nd Avenue and STH 165.

Recommendation: On June 9, 2014 the Village Plan Commission held a public hearing and recommended that the Village Board approved the **Conceptual Plan** as presented in the Village Staff Report of June 16, 2014.

Consider the request of William Morris, agent on behalf of FIAAT Investments LLC for approval of a **Certified Survey Map**: to subdivide the properties located east of 72nd Avenue and south of STH 165 (Tax Parcel Numbers 92-4-122-281-0115 and 92-4-122-281-0116) owned by FIAAT Investments LLC.

Recommendation: The Village Plan Commission recommended that the Village Board approved the **Certified Survey Map** as presented in the Village Staff Report of June 16, 2014.

Consider **Ord. #14-17** for a **Zoning Map Amendment** for the request of William Morris, agent on behalf of FIAAT Investments LLC to rezone a portion of Tax Parcel Number 92-4-122-281-0115 (Lot 1 of the proposed CSM that is proposed to be developed with the a Kwik Trip gasoline, convenience store and car wash facility) from the M-2, General Manufacturing District to the B-2 Community Business District and to rezone a portion of Tax Parcel Number 92-4-122-281-0115 and Tax Parcel Number 92-4-122-281-0116 (Lot 2 of the proposed CSM) from the M-2, General Manufacturing District to the B-2 (UHO) Community Business District with an Urban Landholding Overlay District.

Recommendation: On June 9, 2014 the Village Plan Commission held a public hearing and recommended that the Village Board approved the **Zoning Map Amendment (Ord. #14-17)** as presented in the Village Staff Report of June 16, 2014.

The petitioner is requesting approval of amendments to the Village 2035 Comprehensive Plan, Conceptual Plan, Certified Survey Map, Zoning Map Amendments and a Conditional Use Permit including Site and Operational Plans and the Digital Security Imaging System Agreement and Easement for the development of the property generally located at the southwest corner of STH 165 and STH 31

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

The petitioner is requesting approval to develop a 2.4 acre site for 5,700 square foot Kwik Trip gasoline dispenser and convenience store and a 2,790 square foot car wash facility at the southeast corner of STH 165 and 72nd Avenue. [Note: On June 9, 2014, the Plan Commission conditionally approved a Conditional Use Permit including Site and Operational Plans and the Digital Security Imaging System (DSIS) Agreement and Access Easement].

As a condition of approval of the Conditional Use Permit including Site and Operational Plans, the Village requires that the development be consistent with the Village Comprehensive Plan (including both the land use plan and the neighborhood plan.) Therefore, several approvals are being requested and will be discussed as identified below.

2035 COMPREHENSIVE PLAN AMENDMENTS (Ord. #14-16): On December 19, 2009 the Village Board adopted the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan*. The 2035 Comprehensive Land Use Plan Map 9.9 sets forth the generalized land use designations of the Village and shall be consistent with other components of the Comprehensive Plan including Neighborhood Plans and should also be consistent with the Village Zoning Map.

The following amendments to the Comprehensive Plan are being proposed:

- a. to amend a portion of the LakeView East Neighborhood Plan 12 of Appendix 9-3 for the properties at the southwest corner of STH 31 and STH 165 (**See Exhibit 1 of Plan Commission Resolution #14-10**);
- b. to amend the Village 2035 Land Use Plan Map 9.9 by changing a portion of the property located south of STH 165 and east of 72nd Avenue, -Lot 1 of the proposed CSM (portion of Tax Parcel Number 92-4-122-281-0115) owned by FIAAT Investments LLC from the General Industrial land use designation to the Community Commercial land use designation and changing the properties located south of STH 165 and west of STH 31 (Tax Parcel Number 92-4-122-272-0475) owned by Richard and Dimitra Priebus, (Tax Parcel Number 92-4-122-272-0401) owned by John Felinski, a portion of the property located south of STH 165 and east of 72nd Avenue, Lot 2 of the proposed CSM (Tax Parcel Number 92-4-122-281-0115) and all of Tax Parcel Number 92-4-122—281-0116 owned by FIAAT Investments LLC from the General Industrial land use designation to the Community Commercial with an Urban Reserve land use designation (**See Exhibit 2 of Plan Commission Resolution #14-10**); and
- c. to update Appendix 10-3 of the Village 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

A Zoning Map Amendment to rezone the property owned by FIAAT Investments LLC will be discussed and considered so that the 2035 Land Use Plan and the Zoning Map are consistent. The eastern properties will need to amend the Land Use Plan and the Zoning Map prior to their development.

CONCEPTUAL PLAN: The Conceptual Plan includes the site plan for the proposed Kwik Trip development and a proposed layout for the entire future unified business area at the southwest corner of STH 165 and STH 31.

The plan proposes commercial uses consistent with the B-2, Community Commercial District (except for the 52,000 square foot office/commercial building which shall be modified to two (2) 25,000 square foot buildings). The plan also includes 4 additional office/commercial buildings ranging in size from 6,000 square feet to 20,000 square feet. The future development of the lots and structures shall comply with the ordinances in effect at the time of construction.

Detailed Site and Operational Plans are required to be submitted for review and approval prior to any development pursuant to the requirements for the Village Zoning Ordinance. Also, depending on the use proposed, the occupants may be required to obtain a Conditional Use Permit along with Site and Operational Plan approval from the Plan Commission and may require special licenses by the Village. In addition, the Village will require that a Digital Security Imaging System (DSIS) be installed for each use throughout this commercial development with exterior cameras in accordance with the security requirements of Chapter 410 of the Village Municipal Code.

The plans provide for interconnection of driveways for vehicular traffic since there is somewhat restricted vehicular access to STH 165 and STH 31. Currently there is one existing residential access to STH 165 and one residential access on STH 31 per the recorded WI DOT plat. At this time the Conceptual Plan shows a right in/right out to STH 31 since there is no median opening. Any proposed commercial driveways proposed on STH 31 or STH 165 shall be approved and permitted by the WI DOT.

Public sidewalks are shown around the perimeter of the development within the right-of-way of STH 31 and within the lots adjacent to STH 165 and 72nd Avenue since there is not enough room in the existing right-of-way. In addition a sidewalk is shown north of the existing storm water facility connecting the sidewalk from STH 31 and 72nd Avenue. Easements will need to be dedicated for the public sidewalk on private property in the CSM. In addition, the Conceptual Plan shall be revised with a note to indicate that a series of site-internal concrete sidewalks that interconnect each of the proposed buildings and connections to the perimeter sidewalks shall be provided.

The southernmost 6,000 square foot office building is located within a wooded lot that is currently zoned C-2, Upland Conservancy District. This parcel may likely be rezoned into the B-2, Community Commercial District; however, the site shall not be clear cut and the site shall incorporate and protect as many trees as possible. As noted on the plans, "A detailed tree survey showing the types of trees, their condition and their sizes over six (6) inches in diameter shall be provided on a plat of survey to the Village prior to the consideration of locating any development. The tree survey shall dictate where and how large that development can be on the property to preserve as many quality trees as possible and as agreed to by the Village. Tree Preservation, Access and Maintenance Easements will be required to protect the trees."

The western portion of the area is located within the LakeView Corporate Park and is subject to the Declaration of Restrictions of the Corporate Park. In addition, written approval from the LakeView Commercial Owners Association is required for any development adjacent to 72nd Avenue prior to development. In addition, a Sub-Association and possible Development Agreement or separate recorded easements may be required for any required shared private improvements or public improvements (sewer, water, storm water, signage and cross access) among the adjacent properties. As land develops, separate Cross Access and Maintenance Easement documents shall be prepared, executed and recorded for the properties.

Sewer, water and storm water facilities have been shown on the Conceptual Plan. All uses shall be served by municipal sewer and water proposed to be located within the common vehicular access areas throughout the area. There are five (5) storm water facilities that will service the development of this area. A portion of the storm water is directed to the existing storm water facility north of STH 165, a portion is directed to the existing storm water facility west of the Pleasant Prairie Renaissance School and a portion to the existing storm water facility south (all three (3) storm water facilities are located within LakeView Corporate Park). Two (2) new storm

water facilities are proposed adjacent to STH 31 to accommodate the future development along STH 31. At the time of development detailed engineering plans will be required as part of the Site and Operational Plan submittal.

CERTIFIED SURVEY MAP: The CSM proposes to subdivide the property at the southeast corner of STH 165 and 72nd Avenue for commercial development. Lot 1 is proposed to be 2.37 acres with 266.78 feet of frontage on STH 165 and 388.86 feet of frontage on 72nd Avenue. The parcel is proposed to be developed with a Kwik Trip gasoline dispenser and convenience store with a detached car wash facility. Lot 2 is proposed to be 3.51 acres with over 500 feet of frontage on 72nd Avenue. The **attached** draft Cross Access and Maintenance Easement shall be finalized, executed and recorded as references on the CSM prior to issuance of building permits for the Kwik Trip facility.

ZONING MAP AMENDMENT (Ord. #14-17): Lot 1 of the proposed CSM is proposed to be rezoned from M-2, General Manufacturing District to the B-2, Community Commercial District for the development of the Kwik Trip. Lot 2 of the proposed CSM is proposed to be rezoned from the M-2, General Manufacturing District to the B-2 (UHO), Community Commercial District with an Urban Landholding Overlay District. The UHO designation is being placed on Lot 2 since no specific user has been identified at this time. The Zoning Map Amendment is consistent with the land use plan map as being amended and discussed earlier.

RECOMMENDATIONS

On June 9, 2014 the Village Plan Commission held a public hearing and approved Plan Commission Resolution #14-10 and recommended that the Village Board approved the **Comprehensive Plan Amendments (Ord. #14-16)** subject to the following changes being made to the Neighborhood Plan Exhibit 2 prior to the Ordinance being executed:

1. The 52,000 square foot office/commercial building shall be revised to include two 25,000 square foot office/commercial building. The B-2 District does not allow for buildings to exceed 25,000 square feet.
2. Revised the Note on the plan to read: "A detailed tree survey showing the types of trees, their condition and their sizes over six (6) inches in diameter shall be provided on a plat of survey to the Village prior to the consideration of locating any development. The tree survey shall dictate where and how large that development can be on the property to preserve as many quality trees as possible and as agreed to by the Village. Tree Preservation, Access and Maintenance Easements will be required to protect the trees."

On June 9, 2014 the Village Plan Commission held a public hearing and recommended that the Village Board approved the **Conceptual Plan** subject to the above comments and the following conditions:

1. The following changes shall be made to the Conceptual Plan and three (3) revised full size plans, an 11" by 17" plan and a pdf of the revised plans shall be submitted to the Village:
 - a. The 52,000 square foot office/commercial building shall be revised to include two 25,000 square foot office/commercial building. The B-2 District does not allow for buildings to exceed 25,000 square feet.
 - b. Public sidewalks are shown around the perimeter of the development within the right-of-way of STH 31 and within the lots adjacent to STH 165 and 72nd Avenue since there is not enough room in the existing right-of-way. In addition a sidewalk is shown north of the existing storm water facility connecting the sidewalk from STH 31 and 72nd Avenue. Note on the plans that these are "Public 5 foot wide concrete sidewalks"

- c. Note on the Plan that future development shall show a series of site-internal concrete sidewalks that interconnect each of the proposed buildings.
 - d. The Plan shall show concrete sidewalks that connect from the site perimeter 5 foot sidewalks located along STH 165, 72nd Avenue and STH 31 to each of the proposed buildings.
 - e. Revised the Note on the plan to read: "A detailed tree survey showing the types of trees, their condition and their sizes over six (6) inches in diameter shall be provided on a plat of survey to the Village prior to the consideration of locating any development. The tree survey shall dictate where and how large that development can be on the property to preserve as many quality trees as possible and as agreed to by the Village. Tree Preservation, Access and Maintenance Easements will be required to protect the trees."
2. The Conceptual Plan approval will be valid for a period of one (1) year (until June 16, 2015).
 3. Any proposed commercial driveway on STH 31 (as shown on the Conceptual Plan) must be first approved by the WI DOT. At this time, one (1) residential access point is allowed per the recorded WI DOT plat. Conceptually, a commercial right-in/right-out is shown at this location since there is no median opening.
 4. Future access from the Kwik Trip property to the east shall be installed with asphalt and curb and gutter by Kwik Trip, at Kwik Trip's expense, within 120 days of written notice from the Village. The **attached** draft Cross Access and Maintenance Easement document shall be finalized, executed and recorded for the properties prior to issuance of building permits for the Kwik Trip facility.
 5. At the time the eastern lots are proposed to be developed along STH 31, detailed landscape plans will be required, berms and significant landscaping will likely be required to screen garbage dumpster enclosures from STH 31.
 6. The future development of the lots and structures shall comply with the ordinances in effect at the time of construction. In addition, detailed Site and Operational Plans are required to be submitted for review and approval prior to any development pursuant to the requirements for the Village Zoning Ordinance. Also, depending on the use proposed, the occupants may be required to obtain a Conditional Use Permit along with Site and Operational Plan approval from the Plan Commission and may require special licenses by the Village.
 7. A Digital Security Imaging System (DSIS) shall be installed for each use throughout this commercial development with exterior cameras in accordance with the security requirements of Chapter 410 of the Village Municipal Code. A DSIS Agreement and recorded Access Easement will be required.
 8. All access and grading impacting the adjacent State Highways must be approved with permits granted by the Wisconsin Department of Transportation. Copies of State permits shall be provided to the Village prior to issuance of Village permits.
 9. All sides of the proposed office/commercial buildings shall be designed and constructed in a manner that is architecturally and aesthetically pleasing.
 10. Building architectural designs, elevations and sample materials will be required to be approved by the Plan Commission as part of the detailed Site and Operational Plans.
 11. Depending on the future uses of the proposed buildings, the total number of parking spaces may need to be adjusted accordingly.

12. Attractive commercial light pole standards/LED fixtures similar in style to the Kwik Trip lights shall be provided in the parking lot at a maximum height of 20 feet from grade with the fixtures style and color to compliment the building. The concrete bases of the light standards shall not exceed 18 inches above grade. All concrete light pole bases shall be placed within landscaped areas or islands. As a unified development all of the parking lot lights shall be the same style, height, color and size for the entire unified business development area.
13. All exterior lighting shall be of the same LED color and brightness. Parking lot lighting shall be illuminated to provide sufficient lighting for the public's safety and the effective operation of the security cameras - per the Village's satisfaction.
14. All lighting standards, fixtures and bases shall be inspected on a yearly basis and shall be maintained in good working order and repaired or replaced when paint has chipped or rust appears. All bolts on the light standard bases shall be capped or covered.
15. Fountain aerators shall be installed in all commercial storm water retention ponds.
16. Cross-Access, Maintenance Easements shall be dedicated and recorded for the shared access between lots/parcels on the CSM or separate document. All easements shall be reviewed and approved by the Village.
17. All commercial buildings will be required to install a sanitary sewer sampling manhole per the Village specifications. The location of the sampling manholes and details shall be shown on the Site and Operational Plans required for each site. The sampling manhole shall not be located in grass or landscaped area but rather in the parking lot- not in a parking space. Contact the Village Engineer to confirm an approved location.
18. All downspouts for all proposed buildings within the development shall be interconnected to the private storm sewer system and cut off and shown on the required Site and Operational Plans.
19. Each handicapped parking space shall be appropriately signed (locations to be reviewed with planning staff) and painted on the pavement pursuant to ADA requirements prior to occupancy of any development site.
20. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view.
21. Real Estate Marketing Signs and/or Temporary Development Signs are permitted only by permit pursuant to the requirements of Article X of Chapter 420.
22. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.
23. Municipal connection fees shall be paid prior to the connections of each building to the sanitary sewer system.
24. Development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
25. Impact fees pursuant to Chapter 181 of the Village Code are required to be paid at time of building permit for each development site.
26. Written approval from the LakeView Commercial Owners Association is required for any development adjacent to 72nd Avenue. A copy of the written approval shall be provided to the Village prior to issuance of any permits.

27. A Sub-Association and possible Development Agreement may be required for any required shared private improvements or public improvements (sewer, water, storm water, signage and cross access) among the adjacent properties.
28. All public improvements, sidewalks, street trees, municipal sewer and water will require the developer to enter into a Development Agreement with the Village for the installation of these improvements prior to development of those properties.

The Village Plan Commission recommended that the Village Board approved the **Certified Survey Map** subject to the following conditions:

1. The **attached** changes to the CSM. Additional easement language will be forthcoming related to the private sanitary sewer easement.
2. The **attached** draft separate Cross Access and Maintenance Easement shall be finalized, executed and recorded as referenced on the CSM prior to issuance of permits for the Kwik Trip facility.
3. Any outstanding taxes or special assessments shall be paid prior to recording the CSM.
4. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy of the CSM shall be provided to the Village within 30 days of Village Board approval and prior to issuance of building permit.

On June 9, 2014 the Village Plan Commission held a public hearing and recommended that the Village Board approved the **Zoning Map Amendment (Ord. #14-17)** as presented.

ORD. # 14-16
ORDINANCE TO AMEND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN
PURSUANT TO CHAPTER 390 OF THE
VILLAGE MUNICIPAL CODE

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

1. To amend a portion of the LakeView East Neighborhood Plan 12 of Appendix 9-3 for the properties at the southwest corner of STH 31 and STH 165 as shown and described in **Exhibit 1**.
2. To amend the Village 2035 Land Use Plan Map 9.9 by changing **Lot 1 of CSM** located south of STH 165 and east of 72nd Avenue (part of Tax Parcel Number 92-4-122-281-0115) owned by FIAAT Investments LLC from the General Industrial land use designation to the Community Commercial land use designation, changing the properties located south of STH 165 and west of STH 31 (Tax Parcel Number 92-4-122-272-0475) owned by Richard and Dimitra Priebus, (Tax Parcel Number 92-4-122-272-0401) owned by John Felinski, **Lot 2 of CSM** located south of STH 165 and east of 72nd Avenue (portion of Tax Parcel Number 92-4-122-281-0115 and all of Tax Parcel Number 92-4-122-281-0116) owned by FIAAT Investments LLC from the General Industrial land use designation to the Community Commercial with an Urban Reserve land use designation as shown on **Exhibit 2**.
3. To update Appendix 10-3 of the Village 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

Adopted this 16th day of June, 2014.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink,
Village President

Jane M. Romanowski
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

Posted: _____

Ord #14-16- LakeView East and LU Plan Amend

EXHIBIT 1

Neighborhood Plan 12 of Appendix 9-3 LakeView East Neighborhood

The LakeView East Neighborhood is a special purpose district. There are no planned residential uses within this Neighborhood and most of the land is located within the LakeView Corporate Park that was developed in the late 1980s as part of TID District #1 as discussed in the Economic Development Element (Chapter 8). Other land adjacent to LakeView Corporate Park within this neighborhood is proposed to be developed with similar industrial land uses.

A portion of the LakeView East Neighborhood generally located south of 95th Street, west of STH 31, north of 122nd Street and east of the Union Pacific Railroad including a portion of the Highpoint and LakeView Neighborhoods west of STH 31 at STH 165. **as shown on Neighborhood Plan Map 12,** was adopted by the Plan Commission on September 25, 2000 by Resolution #00-11 and the Village Board adopted a Resolution of support on September 25, 1997 by Resolution #00-43.

A portion of the LakeView East Neighborhood generally located south of STH 165, west of STH 31 and east of 72nd Avenue as shown on Neighborhood Plan Map 12a was adopted on June 9, 2014 by the Plan Commission who held a public hearing and adopted Plan Commission Resolution #14-10 and by Ord. #14-16 as adopted by the Village Board on June 16, 2014.

Neighborhood Plan Map 12
LakeView East Neighborhood (a portion of)
 Adopted by Plan Commission Resolution #00-11 and Village Board Resolution #00-43

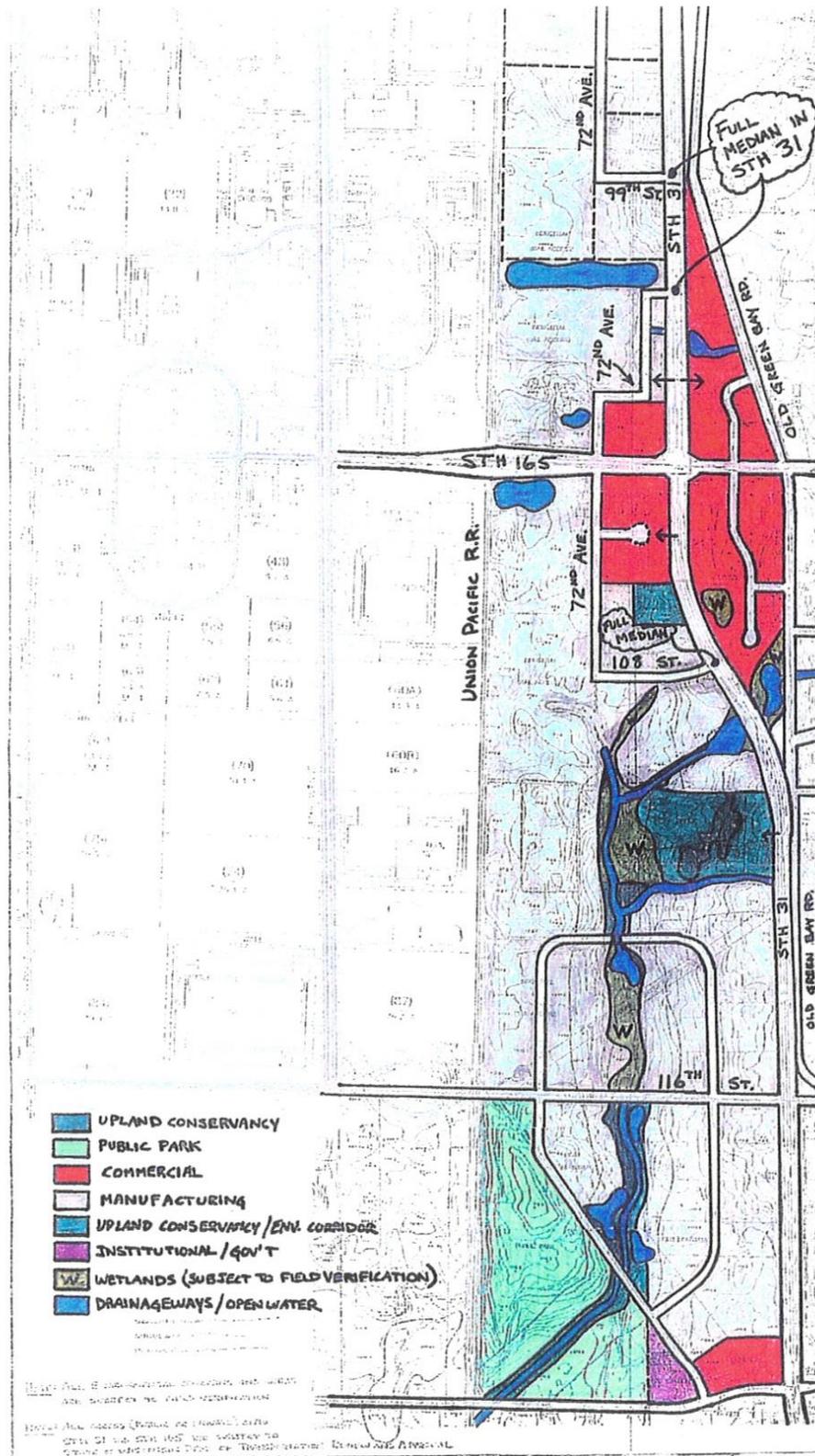
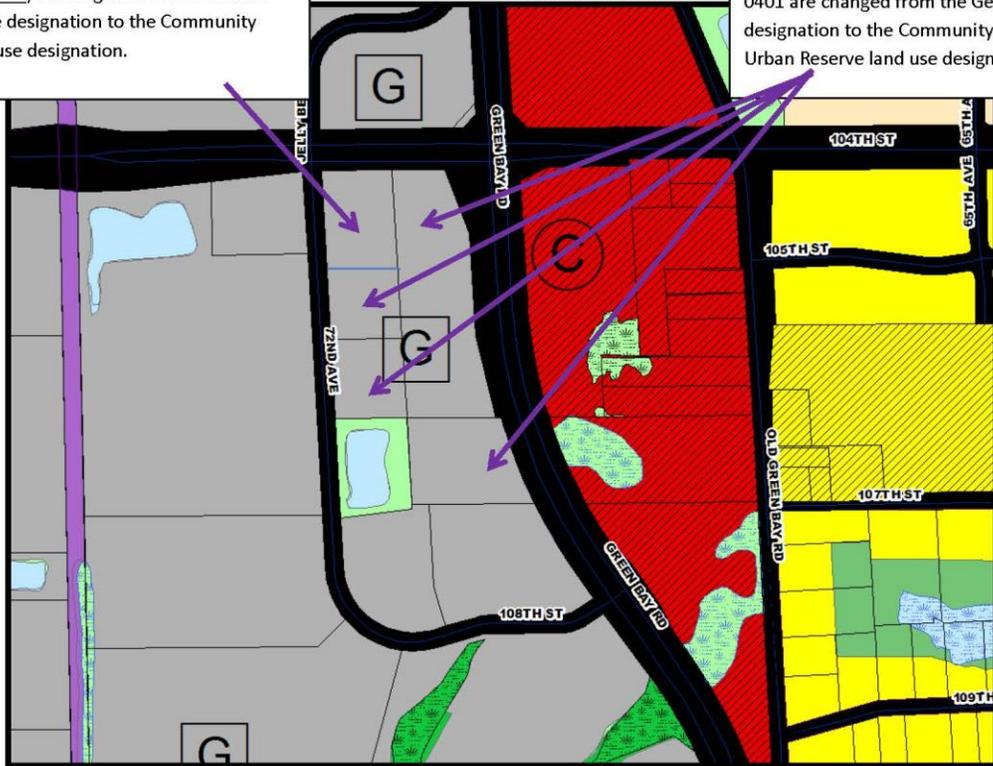


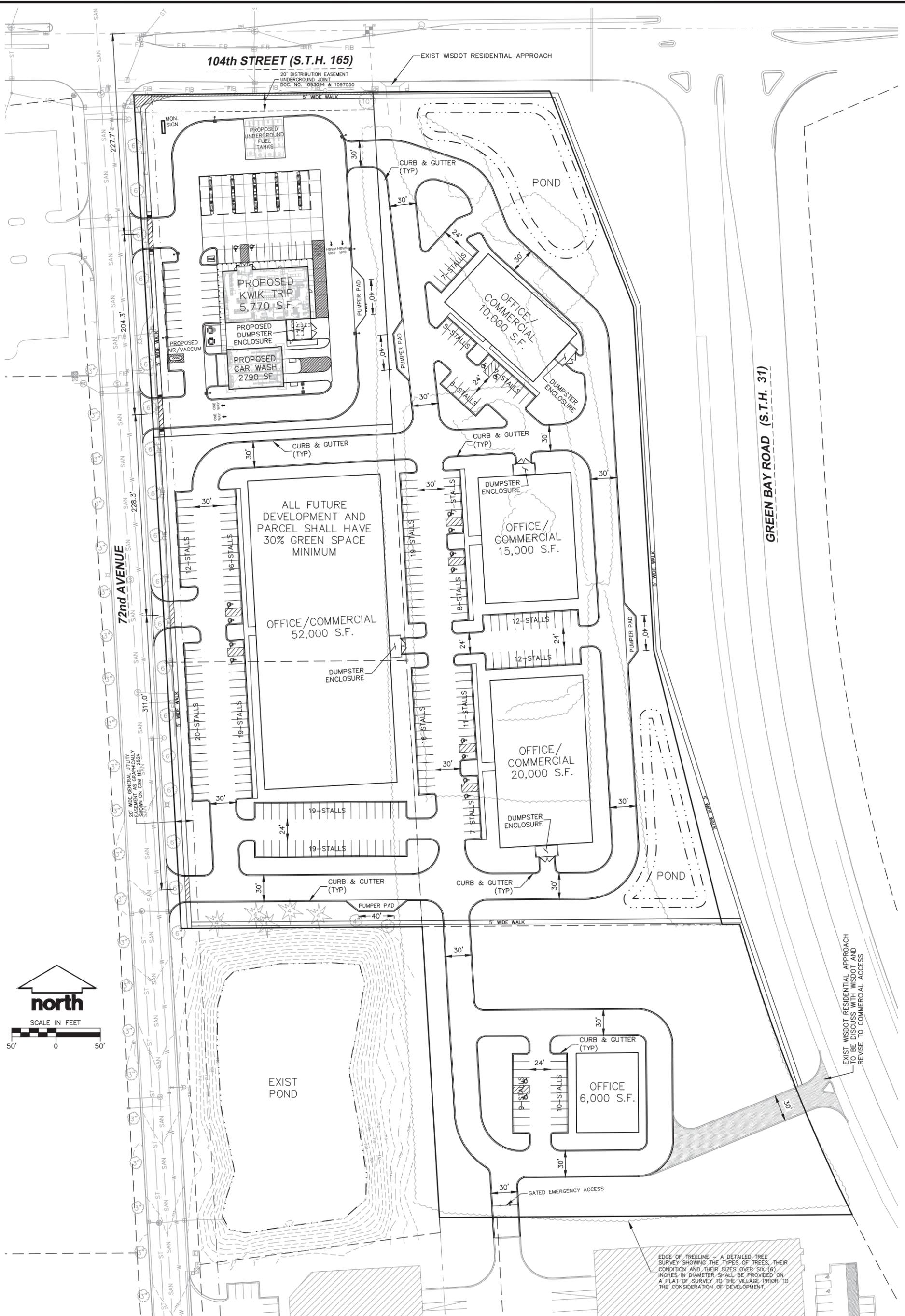
EXHIBIT 2

COMPREHENSIVE LAND USE MAP AMENDMENTS

A portion of Tax Parcel Number 92-4-122-281-0115 (Lot 1 of CSM _____) is changed from the General Industrial land use designation to the Community Commercial land use designation.

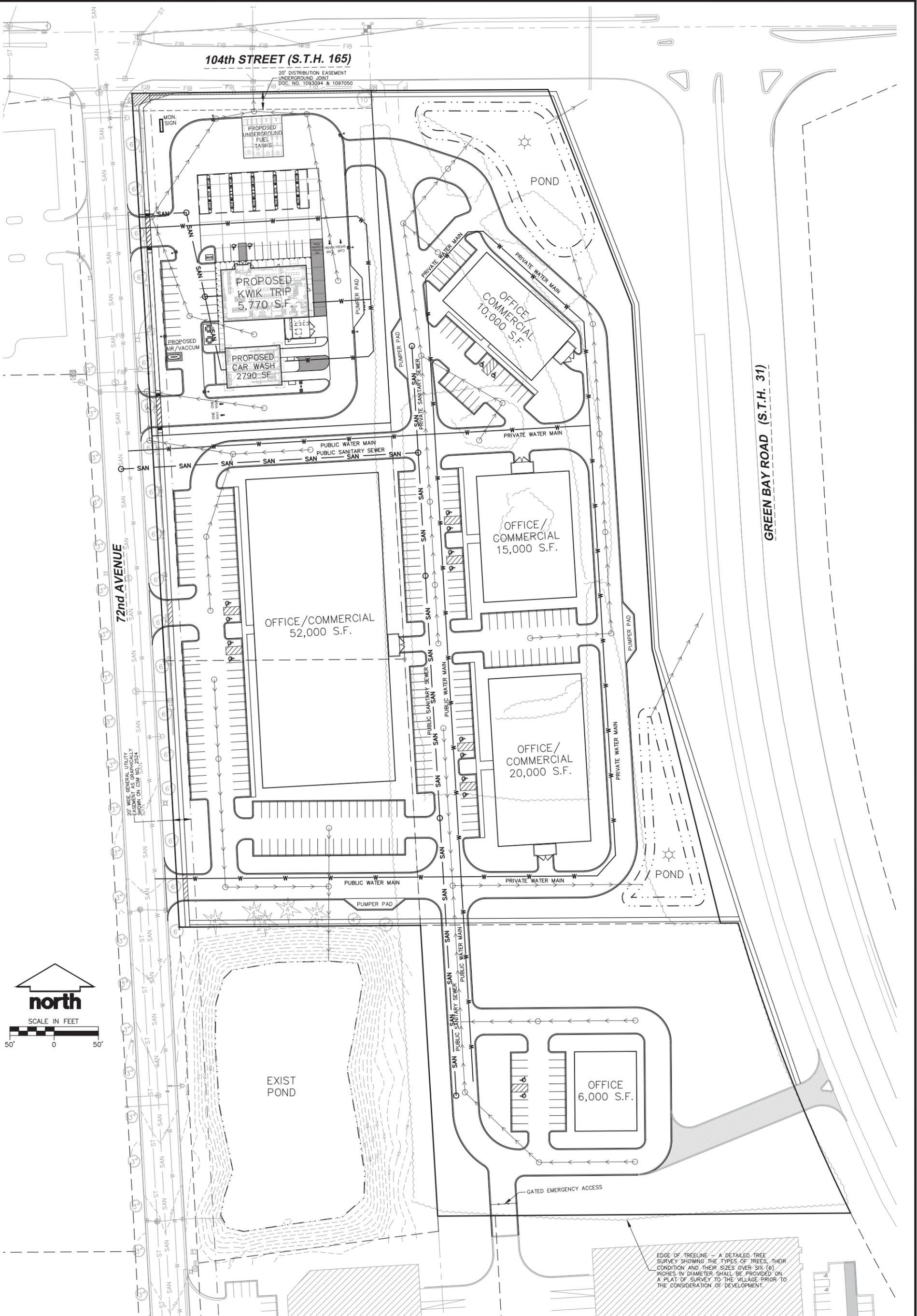
A portion of Tax Parcel Numbers 92-4-122-281-0115, and 92-4-122-272-0116 (Lot 2 of CSM _____) and Tax Parcel Numbers 92-4-122-272-0475, and 92-4-122-272-0401 are changed from the General Industrial land use designation to the Community Commercial and the Urban Reserve land use designations.





104th STREET (S.T.H. 165)

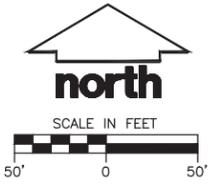
20' DISTRIBUTION EASEMENT UNDERGROUND JOINT DOC. NO. 1093094 & 1097050



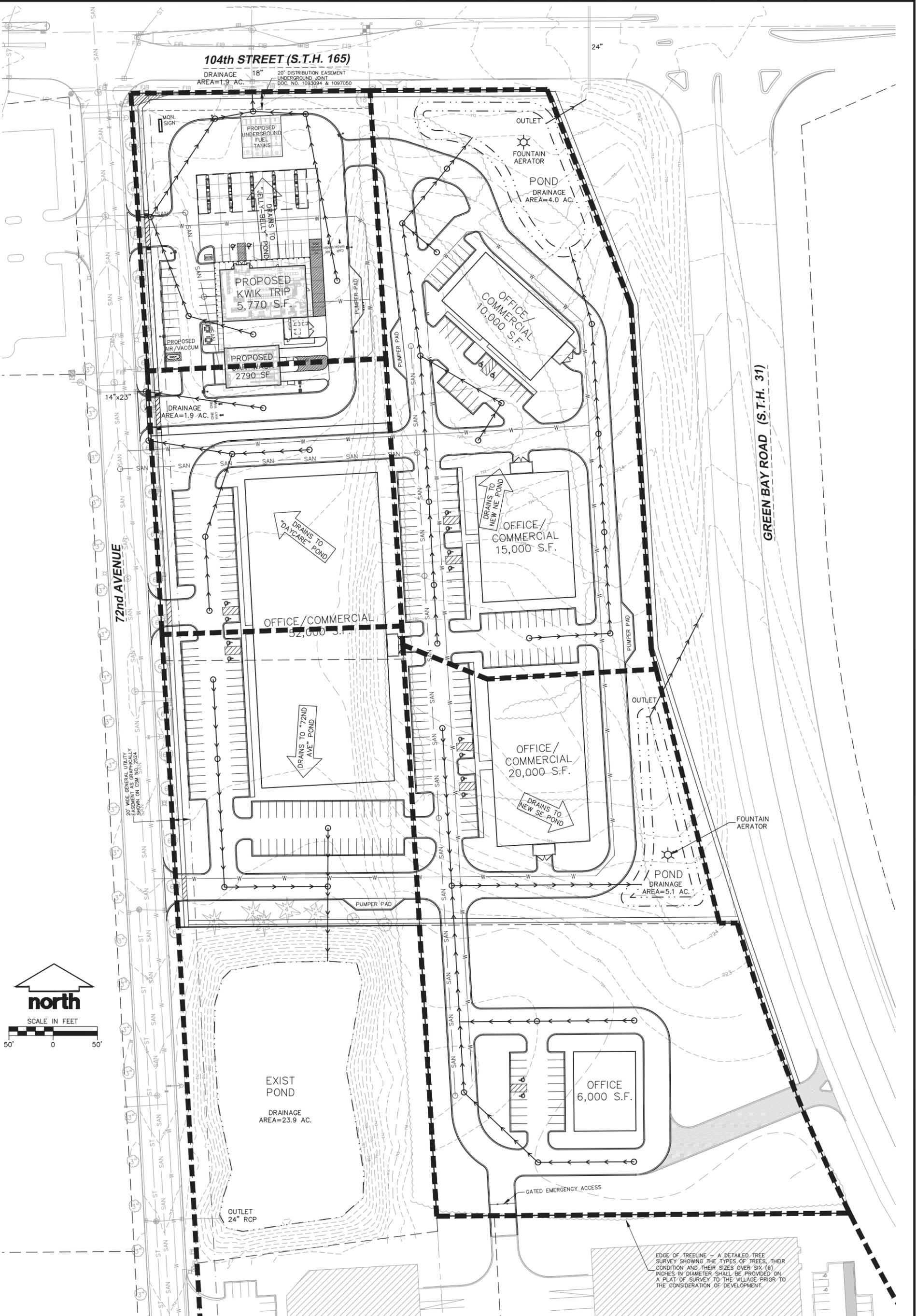
72nd AVENUE

GREEN BAY ROAD (S.T.H. 31)

20' WIDE GENERAL UTILITY EASEMENT AS GRAPHICALLY SHOWN ON CSN NO. 4524



EDGE OF TREELINE - A DETAILED TREE SURVEY SHOWING THE TYPES OF TREES, THEIR CONDITION AND THEIR SIZES OVER SIX (6) INCHES IN DIAMETER SHALL BE PROVIDED ON A PLAN OF SURVEY TO THE VILLAGE PRIOR TO THE CONSIDERATION OF DEVELOPMENT.



NOTE: TOPOGRAPHIC INFORMATION PROVIDED BY ON-SITE SURVEY DATA AND KENOSHA COUNTY GIS SYSTEM

WILLIAM A. MORRIS ARCHITECT, LLC
 5308 31ST AVENUE
 KENOSHA, WI 53144

CONCEPT SITE PLAN - MASTER STORMWATER
 SOUTHWEST CORNER OF GREEN BAY RD & S.T.H. "165"
 VILLAGE OF PLEASANT PRAIRIE, WI

PLAN MODIFICATIONS:	DATE:	SHEET NUMBER:
VILLAGE COMMENTS	5/8/14	3 OF 3
VILLAGE COMMENTS	5/20/14	



RECEIVED APR 18 2014 Village of Pleasant Prairie

Filed _____ 20__
Fee Paid _____ 20__
PC Meeting Date _____ 20__
VB Meeting Date _____ 20__
Approved _____ 20__
Denied _____ 20__

VILLAGE OF PLEASANT PRAIRIE CERTIFIED SURVEY MAP 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 subdivided with a Certified Survey Map (CSM)

The property petitioned to be subdivided is located at: SOUTHEAST CORNER OF 72ND AVE AND HWY 165 and is legally described as follows: PLEASE SEE ATTACHED LEGAL DESCRIPTION

Tax Parcel Number(s): 92-4-122-281-0115

- The property abuts or adjoins a State Trunk Highway [X] Yes [] No
The property abuts or adjoins a County Trunk Highway [] Yes [X] No
Municipal Sanitary Sewer is available to service said properties [X] Yes [] No
Municipal Water is available to service said properties [X] Yes [] No

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

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

PROPERTY OWNER:

Print Name: FLAT INVESTMENTS LLC
Signature: [Signature]
Address: P.O BOX 86 SOMERS WI 53171
Phone: 515-1965
Fax: NA
Date: 4-17-14

OWNER'S AGENT:

Print Name: WILLIAM A MORRIS - ARCHITECT LLC
Signature: [Signature]
Address: 5308 31ST AVE KENOSHA WI 53144
Phone: 262-620-0563
Fax:
Date: 4-17-14

DRAFT

CERTIFIED SURVEY MAP No. _____

BEING REDIVISION OF ALL OF LOT 105 AND LOT 106 OF CERTIFIED SURVEY MAP NO. 2524, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

PREPARED FOR:

FIAAT INVESTMENTS LLC
1218 42ND AVENUE
KENOSHA, WI 53144

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
MILWAUKEE REGIONAL OFFICE
N22 W22931 NANCY'S COURT SUITE 3
WAUKESHA, WISCONSIN 53186
262.513.0666 PHONE | 262.513.1232 FAX

LEGEND:

- INDICATES SET 1" X 18" IRON PIPE WEIGHING 1.13 LBS. / FT.
- INDICATES FOUND 3/4" REBAR



Dedicated Cross Access and Maintenance Easement

NW COR. OF NE 1/4 OF SEC. 28-1-22 CONC. MON. W/ BRASS CAP IN MANHOLE



(R/W WIDTH VARIES)

104th STREET (STH 165)

DEDICATED PUBLIC STREET

NE COR. OF NE 1/4 OF SEC. 28-1-22 CONC. ALUM. CAP MON. N:197,794.54 E:2,567,904.90 } GRID

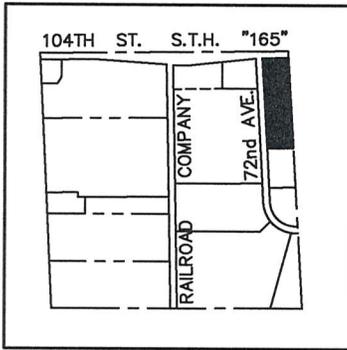


N. LINE OF NE 1/4 SEC. 28-1-22 N89°19'31"E 2576.57' (TOTAL) DEDICATED 20' WEPCO & WISCONSIN BELL EASEMENT PER DOC. NO. 1093094 & 1097050

S03°22'44"E 70.10'

15'X50' DEDICATED VISION TRIANGLE EASEMENT PER THIS CSM SEE DETAIL "B" ON SHEET 2 OF 8

LOCATION MAP



NE 1/4 SEC. 28-1-22 SCALE 1" = 2000'

BEARING BASIS:
ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE NE 1/4 OF SEC. 28-1-22, WAS USED AS S03°22'44"E

PROJECT CONVERSION FACTOR:
GRID/1.0000045 = GROUND

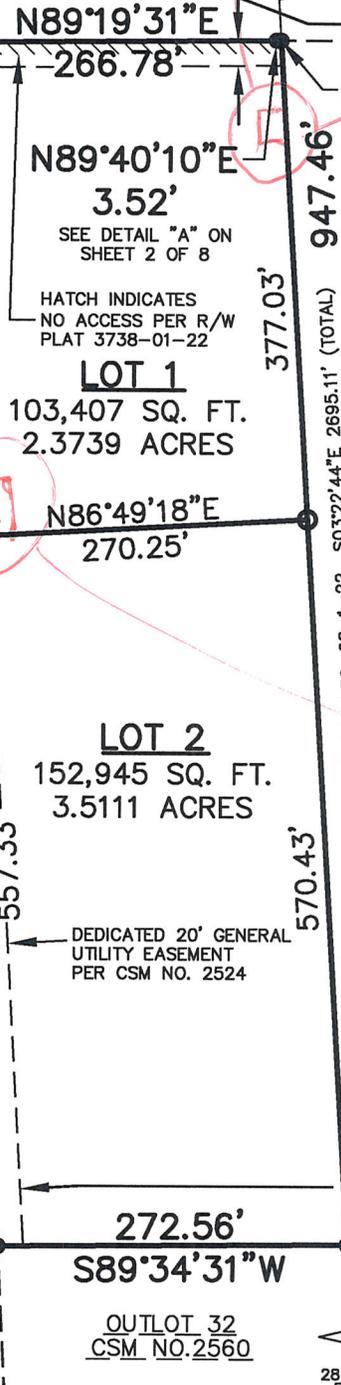
SUBJECT TO EASEMENTS OF RECORD.

ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

UNPLATTED LANDS

72nd AVENUE (70' WIDE R/W) DEDICATED PUBLIC STREET



DEDICATED 20' PUBLIC SIDEWALK ACCESS AND MAINTENANCE EASEMENT PER THIS CSM

NOTE: CSM NO. 2524 RECORDED ON MAY 30, 2006 AT KENOSHA CO. REGISTER OF DEEDS AS DOC. 1481718.

UNPLATTED LANDS
Dedicated Private Storm sewer Access and Maintenance Easement

DEDICATED 20' PUBLIC SIDEWALK ACCESS AND MAINTENANCE EASEMENT PER THIS CSM

SE COR. OF NE 1/4 OF SEC. 28-1-22 CONC. MON. W/ BRASS CAP



Dedicated Cross Access and Maintenance Easement (add language) separate document

June

DATED THIS _____ DAY OF MAY, 2014 THIS INSTRUMENT WAS DRAFTED BY RIZAL W.ISKANDARSJACH, S-2738

CERTIFIED SURVEY MAP No. _____

BEING A BEING REDIVISION OF ALL OF LOT 105 AND LOT 106 OF CERTIFIED SURVEY MAP NO. 2524, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DETAIL "A"

NE COR. OF NE 1/4 OF SEC. 28-1-22 CONC. ALUM. CAP MON.

N. LINE OF NE 1/4 SEC. 28-1-22 N89°19'31"E 2576.57' (TOTAL)

104th STREET (S.T.H. "165')

N89°40'10"E
3.52'

N89°19'31"E 266.78'

70.10'

S03°22'44"E

LOT 1
103,407 SQ. FT.
2.3739 ACRES

S03°22'44"E 2695.11' (TOTAL)
E. LINE OF NE 1/4 SEC. 28-1-22

S03°22'44"E 947.46'

UNPLATTED LANDS



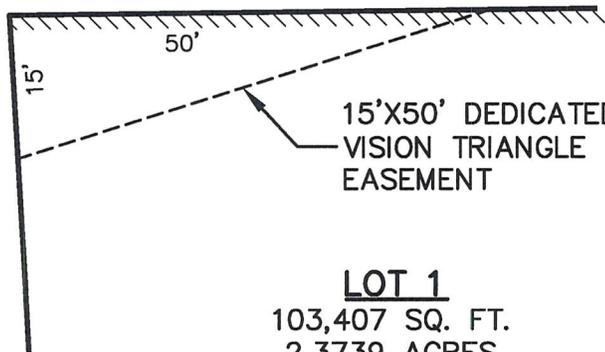
SCALE IN FEET

20' 0 20'

DETAIL "B"

104th STREET (S.T.H. "165')

72nd AVENUE



15'X50' DEDICATED
VISION TRIANGLE
EASEMENT

LOT 1
103,407 SQ. FT.
2.3739 ACRES

DATED THIS June DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL WISKANDARSJACH, S-2738

SHEET 2 OF 8

CERTIFIED SURVEY MAP No. _____

BEING A BEING REDIVISION OF ALL OF LOT 105 AND LOT 106 OF CERTIFIED SURVEY MAP NO. 2524, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NEW EASEMENT DEDICATIONS:

DEDICATED 20' PUBLIC SIDEWALK ACCESS AND MAINTENANCE EASEMENT

HP
A perpetual nonexclusive easement coextensive with the area shown as a Dedicated 20' Public Sidewalk, Access and Maintenance Easement on Lot 1 and Lot 2 of this Certified Survey Map is hereby dedicated, given, granted and conveyed by FIAAT Investments, LLC to the Village for the public pedestrian walkway, bicycle, access, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Dedicated 20' Public Sidewalk, Access and Maintenance Easement shall be exclusive, except for: (1) the Existing Dedicated 20' Wide General Utility Easement as dedicated on Certified Survey Map No. 2524 with respect to the same area or any portion thereof, (2) Dedicated WEPCO and Wisconsin Bell Easement as dedicated on Document No. 1093094 and No. 1097050 with respect to the same area or any portion thereof and (3) the Owner's use, planting and irrigation, care and maintenance of the Public Sidewalk, Access and Maintenance Easement area on Lot 1 and Lot 2, as it will not interfere with the improvements, uses and purposes of the Village. In the event of any conflicts between the rights of the Village pursuant to this Easement and the rights of any other persons or entities with respect of this Easement, the Village's rights under this Easement shall be deemed to be superior.

DEDICATED VISION TRIANGLE EASEMENT

AN
Nonexclusive easements coextensive with the areas shown as a 15'X50' Dedicated Vision Triangle Easement on Lot 1 of this Certified Survey Map are hereby dedicated, given, granted and conveyed by FIAAT Investments, LLC to the Village for the purpose of maintaining a clear sight line of vision at the identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fencing, vehicular parking, vegetation and shelters within the 15'X50' vision triangle easement unless expressly approved by the Village. This restriction is for the safety and benefit of the traveling public and shall be enforceable by the Village.
is

June
DATED THIS _____ DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W.ISKANDARSJACH, S-2738

SHEET 3 OF 8

CERTIFIED SURVEY MAP No. _____

BEING A BEING REDIVISION OF ALL OF LOT 105 AND LOT 106 OF CERTIFIED SURVEY MAP NO. 2524, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

EXISTING EASEMENT DEDICATIONS:

DEDICATED PUBLIC STREET

The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map were dedicated, given, granted and conveyed by a previous Certified Survey Map No. 2069 and No. 2229 to the Village of Pleasant Prairie (referred to as the "Village"), its successors and assigns for the construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavement, curbs and gutters, sidewalks, street signs, street lights, bike lanes, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, placing topsoil and seeding, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this Certified Survey Map and granted to the adjacent Lot Owners for street terrace grading, placing topsoil and seeding, street trees and other landscape planting, snow clearance, maintenance, repair, replacement of sidewalks in the area between the roadway and their properties, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the roadway and their property as approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and (2) a nonexclusive easement for the LakeView Commercial Owners Association, Inc. (hereinafter referred to as the "Association") for the planting and maintenance of grass and street trees, and the snow clearance, maintenance, repair and replacement of sidewalks in the area between the roadway and the properties, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the public roadway and the adjacent properties as approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village, but not the obligation to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions and assess such costs to the abutting properties); and in the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets, the Association, or of the Lot Owners, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The adjacent Lot 1 and 2 Owners shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting and maintenance of the public sidewalks, and private driveways, public street lights energy and maintenance costs, mailboxes, utility and communications facilities, street terrace grading, placing topsoil and seeding, street trees and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance in accordance with the terms and conditions of the Village Land Division and Development Control Ordinance.

*Add } Dedicated Cross Access and Maintenance Easement
(see attached language) separate document*

DATED THIS June DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W.ISKANDARSJACH, S-2738

SHEET 4 OF 8

CERTIFIED SURVEY MAP No. _____

BEING A BEING REDIVISION OF ALL OF LOT 105 AND LOT 106 OF CERTIFIED SURVEY MAP NO. 2524, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

EXISTING EASEMENT DEDICATIONS:

DEDICATED 20' GENERAL UTILITY EASEMENT

K The easement ⁵coextensive with the areas shown as Dedicated 20' Wide General Utility Easement areas on Lot 1 and 2 of this Certified Survey Map were dedicated, given, granted and conveyed to WE Energies, AT & T and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by previous Certified Survey Map No. 2524, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots, (or portions thereof) shown on this Certified Survey Map and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communications Grantees. Upon the installation of the utilities, the Lot Owners shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Lot Owners and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

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

DEDICATED 20' WEPCO AND WISCONSIN BELL EASEMENT

A nonexclusive easement coextensive with the area shown on Lot 1 of this Certified Survey Map as a Dedicated 20' WEPCO and Wisconsin Bell Easement area was dedicated, given, granted and conveyed by prior recorded Documents No. 1093094 and 1097050 for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots, (or portions thereof) shown on this Certified Survey Map and for any related ingress and egress.

June
DATED THIS _____ DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W.ISKANDARSJACH, S-2738

SHEET 5 OF 8

CERTIFIED SURVEY MAP No. _____

BEING A BEING REDIVISION OF ALL OF LOT 105 AND LOT 106 OF CERTIFIED SURVEY MAP NO. 2524, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

State of Wisconsin)
) SS
Kenosha County)

I, Rizal W. Iskandarsjach, Registered Land Surveyor, do hereby certify that I have surveyed, divided, and mapped a redivision of Lot 105 and Lot 106 of Certified Survey Map No. 2524, located in the Northeast 1/4 of the Northeast 1/4 of Section 28, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Section 28; thence South 03°22'44" East along the east line of the Northeast 1/4 of said Section 28, 70.10 feet to the south line of 104th Street (State Trunk Highway "165") and the point of beginning:

Thence continuing South 03°22'44" East along said east line, 947.46 feet to the northeast corner of Outlot 32 of Certified Survey Map No. 2560; thence South 89°34'31" West along the north line of said Outlot 32, 272.56 feet to the east line of 72nd Avenue; thence North 03°10'42" West along said east line, 628.21 feet; thence North 03°22'44" West along said east line, 317.98 feet to the south line of said 104th Street (State Trunk Highway "165"); thence North 89°19'31" East along said south line, 266.78 feet; thence North 89°40'10" East along said south line, 3.52 feet to the point of beginning.

Containing in all 256,351 square feet (5.8850 acres) of land, more or less.

All subject to easements and restrictions of record, if any.

That I have made such survey, land division and map by the direction of FIAAT INVESTMENTS, LLC, owner of said land.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping the same.

DATED THIS _____ DAY OF ~~MAY~~ 2014

June

Rizal W. Iskandarsjach, R.L.S.
Registered Land Surveyor, S-2738

Document No.

CROSS ACCESS EASEMENT AGREEMENT

Return to:

Parcel Numbers

THIS CROSS ACCESS EASEMENT AGREEMENT (the "Agreement") is between _____ ("Parcel A Owner") and _____ ("Parcel B Owner").

RECITALS:

- A. Parcel A Owner is the owner of certain real property located in Kenosha County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as "Parcel A".
- B. Parcel B Owner is the owner of certain real property also located in Kenosha County, Wisconsin, adjoining Parcel A, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as "Parcel B".
- C. Parcel A Owner and Parcel B Owner wish to grant each other certain easement rights as more fully set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant by Parcel A Owner. Parcel A Owner grants to Parcel B Owner for the benefit of Parcel B Owner and Parcel B and all present and future owners of Parcel B and their occupants, agents, employees, guests, licensees, and invitees (collectively, "Users") a perpetual nonexclusive easement to use any portions of Parcel A that are used for vehicular parking or as drive aisles for vehicular and pedestrian ingress

and egress over, on, and across such portions to obtain access to and from Parcel B and public rights-of-way. The areas described above are referred to in this Agreement as the “*Parcel A Easement Areas*”.

2. Grant by Parcel B Owner. Parcel B Owner grants to Parcel A Owner for the benefit of Parcel A Owner and Parcel A and all present and future owners of Parcel A and their occupants, agents, employees, guests, licensees, and invitees (collectively, “*Users*”) a perpetual nonexclusive easement to use any portion of Parcel B that is used for vehicular parking or as drive aisles for vehicular and pedestrian ingress and egress over, on, and across such portions to obtain access to and from Parcel A and public rights-of-way. The areas described above are referred to in this Agreement as the “*Parcel B Easement Areas*”.

3. Site Plan. Parcel A Owner and Parcel B Owner agree that any parking lot, drive aisle, access points and driveway improvements constructed on Parcel A shall be constructed substantially in accordance with the Site Plan attached hereto as Exhibit C (the “*Site Plan*”).

4. Construction and Paving. Except as otherwise provided in this Paragraph 4, each Owner shall be responsible for constructing and paving all driveways, walkways, and exits and appurtenances located on their respective Parcel. Notwithstanding the foregoing, if the Parcel B Owner constructs improvements on Parcel B before driveways, walkways, and exits and appurtenances thereto are constructed on Parcel A, the Parcel B Owner shall be entitled to construct a temporary driveway to connect Parcel B with 72nd Avenue and 104th Street in accordance with the Site Plan. When Parcel A is subsequently developed, the Parcel A Owner shall be entitled to remove such temporary driveways and improvements, as long as during any construction on Parcel A there is reasonable access granted to Users of Parcel B, including paved driveways for access to 72nd Avenue and 104th Street. There is no requirement for the Parcel A Owner to make any improvements to Parcel A until the Parcel A Owner develops Parcel A. There is no requirement for the Parcel B Owner to make any improvements to Parcel B until the Parcel B Owner develops Parcel B.

5. Maintenance. Once any driveways, walkways, and exits and appurtenances thereto are constructed on their respective parcel, Parcel A Owner and Parcel B Owner shall at all times maintain the easements and all driveways, walkways, and exits and appurtenances thereto as are located on their respective properties in good condition and repair and at the standard applicable to first-class commercial businesses in the Village of Pleasant Prairie, including periodic patching, resurfacing, and restriping, and keep them in a neat and safe condition free of accumulated paper, debris, other refuse, snow, and ice for the uses and purposes described in this Agreement. Maintenance shall be performed by the owner of the particular property at the owner’s expense. Each party shall have the right, but not the duty, to perform any maintenance for which the obligation of performance is imposed on the other party to this Agreement. This right may only be exercised if within 30 days of delivery of written notice to the responsible party, sent by registered or certified mail and describing the maintenance to be performed by the party, the responsible party has continued to fail to perform the maintenance that is the subject of the notice. A party performing maintenance imposed on the other party to this Agreement shall be entitled to reimbursement from the other party upon the performing party’s presentation of an invoice for the maintenance cost incurred. There shall be no rent, royalty or other charges to any Users for the easements granted in this Agreement.

6. Consistent Uses Allowed. Parcel A Owner and Parcel B Owner shall each have the rights to use the surface area of their respective properties in any way consistent with the grant in this Agreement.

7. Indemnity. Each party to this Agreement who exercises rights under the easement granted by this Agreement (the “*Dominant Owner*”) over the lands owned by the other party (the “*Servient Owner*”) shall indemnify and defend the Servient Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal

injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Servient Owner's property (the "*Servient Property*") by the Dominant Owner or its agents, contractors, subcontractors, invitees, or employees.

8. Barriers. The parties intend that Parcel A and Parcel B shall be served by open driveways and parking lots and that ingress and egress between the portion of the driveway and parking lot located on Parcel B and the portion of the driveway and parking lot located on Parcel A shall be open and unobstructed at all times. Accordingly, neither party shall do anything to interfere with the use of the easements granted under this Agreement by the other party or by the Users. No curbs, barriers, fences, dividers, or other obstructions shall be constructed on or across any driveway or parking area to prevent, prohibit, or discourage the free and uninterrupted flow of vehicular and pedestrian traffic. Notwithstanding anything set forth in this Agreement to the contrary, the foregoing prohibitions and limitations shall not apply to speed bumps, speed limit signs, and the like.

9. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns as owners of Parcel A and Parcel B, respectively. The easements granted under Section 1 of this Agreement are easements appurtenant to Parcel B and may not be transferred separately from, or severed from, title to Parcel B. The easements granted under Section 2 of this Agreement are easements appurtenant to Parcel A and may not be transferred separately from, or severed from, title to Parcel A. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A and Parcel B, or subdivisions of those properties, without the consent of the owners of the fee simple interest of all of Parcel A and all of Parcel B. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

10. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

12. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Kenosha County, Wisconsin.

13. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

14. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or

unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

15. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

16. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

17. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever. Parcel B Owner and Parcel A Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Parcel B Easement Areas or the Parcel A Easement Areas, whether by express grant, implication, or prescription. These measures may include, without limitation, the posting of "Private Road", "No Through Traffic", or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Dated this _____ day of _____, 2014.

(Parcel A Owner)

By:

Name:

Title:

(Parcel B Owner)

By:

Name:

Title:

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2014 by
_____.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2014 by
_____.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

CONSENT OF MORTGAGEE OF PARCEL A

The undersigned, being the holder of a mortgage against Parcel A, consents to the grant of the easement set forth above and agrees that its interest in Parcel A shall be subject to the easement.

By:

Name:

Title:

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2014, by _____, the _____ of _____.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

CONSENT OF MORTGAGEE OF PARCEL B

The undersigned, being the holder of a mortgage against Parcel B, consents to the grant of the easement set forth above and agrees that its interest in Parcel B shall be subject to the easement.

By:

Name:

Title:

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2014, by
_____, the _____ of _____.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by
Attorney Timothy J. Geraghty
Godin Geraghty Puntillo Camilli, SC
6301 Green Bay Road
Kenosha, WI 53142
P: (262) 657-3500
F: (262) 657-1690

EXHIBIT A

(Legal description of Parcel A)

EXHIBIT B

(Legal description of Parcel B)

EXHIBIT C

(Site Plan)

ORD. # 14-17

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

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

The property generally located at the southeast corner of STH 165 and 72nd Avenue located within U. S. Public Land Survey Section 28 Township 1 North, Range 22 East in the Village of Pleasant Prairie is hereby rezoned as follows: Lot 1 of CSM _____ is rezoned from the M-2, General Manufacturing District to the B-2, Community Business District and Lot 2 of CSM _____ is rezoned from the M-2, General Manufacturing District to the B-2 (UHO), Community Business District with an Urban Landholding Overlay District.

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

Adopted this 16th day of June, 2014.

VILLAGE BOARD OF TRUSTEES

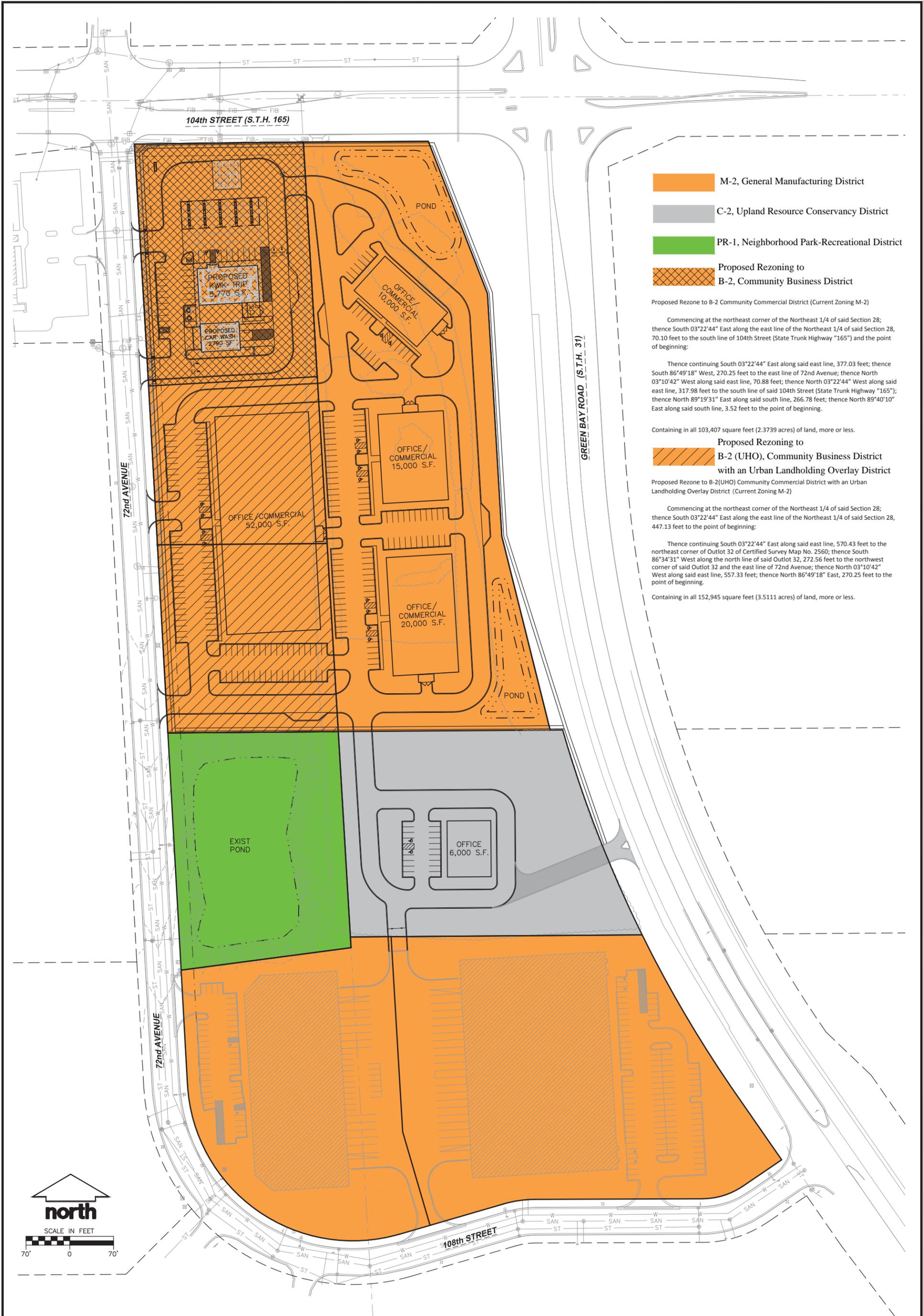
ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

17- Kwik Trip



- M-2, General Manufacturing District
- C-2, Upland Resource Conservancy District
- PR-1, Neighborhood Park-Recreational District
- Proposed Rezoning to B-2, Community Business District

Proposed Rezone to B-2 Community Commercial District (Current Zoning M-2)

Commencing at the northeast corner of the Northeast 1/4 of said Section 28; thence South 03°22'44" East along the east line of the Northeast 1/4 of said Section 28, 70.10 feet to the south line of 104th Street (State Trunk Highway "165") and the point of beginning;

Thence continuing South 03°22'44" East along said east line, 377.03 feet; thence South 86°49'18" West, 270.25 feet to the east line of 72nd Avenue; thence North 03°10'42" West along said east line, 70.88 feet; thence North 03°22'44" West along said east line, 317.98 feet to the south line of said 104th Street (State Trunk Highway "165"); thence North 89°19'31" East along said south line, 266.78 feet; thence North 89°40'10" East along said south line, 3.52 feet to the point of beginning.

Containing in all 103,407 square feet (2.3739 acres) of land, more or less.

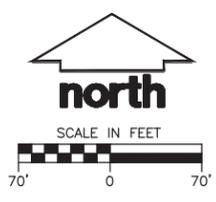
- Proposed Rezoning to B-2 (UHO), Community Business District with an Urban Landholding Overlay District

Proposed Rezone to B-2(UHO) Community Commercial District with an Urban Landholding Overlay District (Current Zoning M-2)

Commencing at the northeast corner of the Northeast 1/4 of said Section 28; thence South 03°22'44" East along the east line of the Northeast 1/4 of said Section 28, 447.13 feet to the point of beginning;

Thence continuing South 03°22'44" East along said east line, 570.43 feet to the northeast corner of Outlot 32 of Certified Survey Map No. 2560; thence South 86°34'31" West along the north line of said Outlot 32, 272.56 feet to the northwest corner of said Outlot 32 and the east line of 72nd Avenue; thence North 03°10'42" West along said east line, 557.33 feet; thence North 86°49'18" East, 270.25 feet to the point of beginning.

Containing in all 152,945 square feet (3.5111 acres) of land, more or less.



Consider **Ord. # 14-18** for the following **Comprehensive Plan Amendments** for the request of Mark Molinaro, Jr. of Partners In Design Architects, agent on behalf of the Hospice Alliance Foundation, Inc. owners of the property located at 10220 Prairie Ridge Blvd and a portion of the vacant property to the east for the future expansion of the Hospice facility: **1)** to amend the Village 2035 Land Use Plan Map 9.9 by changing the land use designation of the property from the Community Commercial land use designation to the Government and Institutional land use designation to ensure that both the Zoning Map and the Comprehensive Land Use Plan are consistent; and **2)** to update Appendix 10-3 of the Village 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Recommendation: On June 9, 2014 the Village Plan Commission held a public hearing and approved Plan Commission Resolution #14-11 and recommended that the Village Board approved the **Comprehensive Plan Amendments (Ord. #14-18)** as presented.

VILLAGE STAFF REPORT OF JUNE 16, 2014

Consider **Ord. # 14-18** for the following **Comprehensive Plan Amendments** for the request of Mark Molinaro, Jr. of Partners In Design Architects, agent on behalf of the Hospice Alliance Foundation, Inc. owners of the property located at 10220 Prairie Ridge Blvd and a portion of the vacant property to the east for the future expansion of the Hospice facility: **1)** to amend the Village 2035 Land Use Plan Map 9.9 by changing the land use designation of the property from the Community Commercial land use designation to the Government and Institutional land use designation to ensure that both the Zoning Map and the Comprehensive Land Use Plan are consistent; and **2)** to update Appendix 10-3 of the Village 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

On April 21, 2014, the Village Board approved a Conceptual Plan, Zoning Text and Map Amendment and Certified Survey Map for the of the property located at 10220 Prairie Ridge Blvd. and the vacant 8.6 acre property to the east for the future expansion of the Hospice facility and future commercial development. In addition, on April 14, 2014, the Plan Commission approved Site and Operational Plans for Hospice Alliance to expand the parking for their existing facility at 10220 Prairie Ridge Blvd.

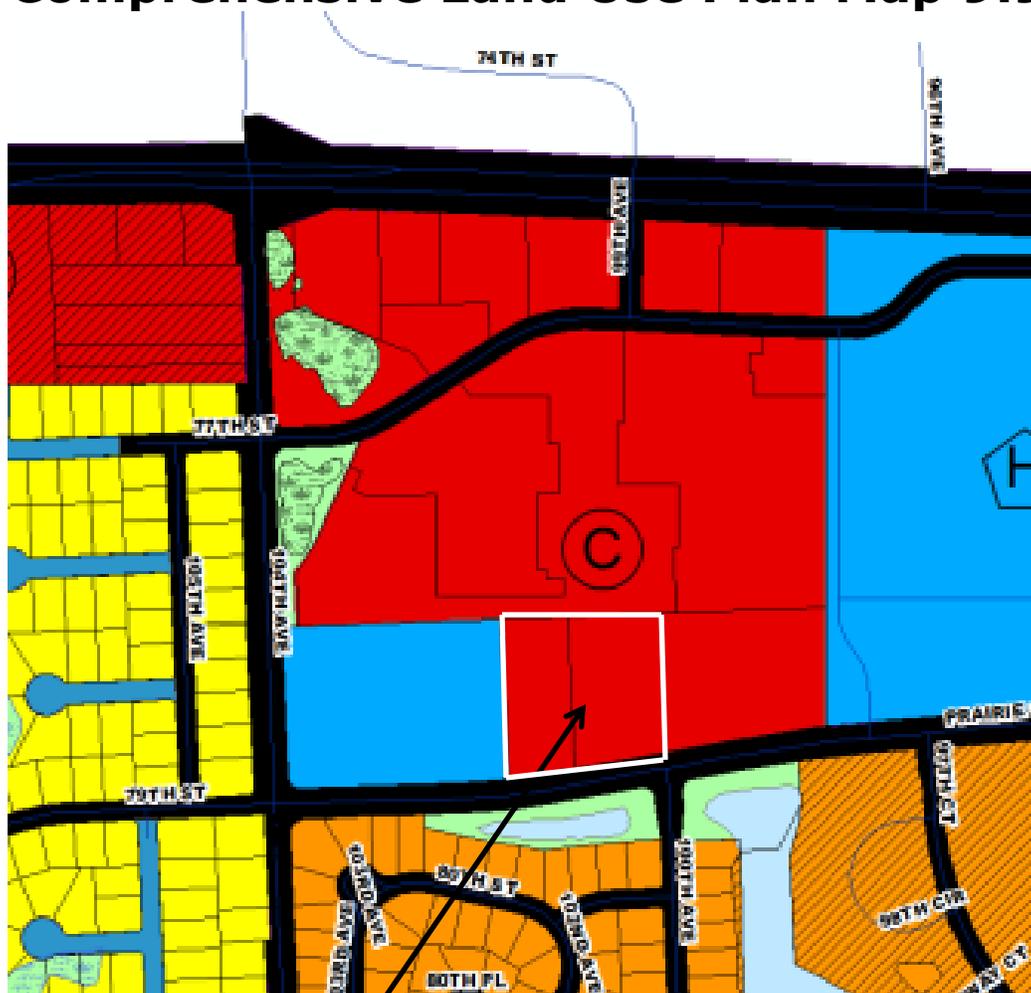
As a condition of the above noted approvals, the owners were required to submit a request and the application fee to amend the Village Comprehensive Land Use Plan by July 1, 2014 for the required amendment. As noted during the April 14, 2014 public hearing, the Village Comprehensive Land Use Plan will be required to be updated to correctly identify that Lot 1 of the CSM 2751 should be located within the Government and Institutional land use designation to ensure that both the zoning map and the comprehensive land use plan are consistent. Currently the Land Use Plan indicates this property is located within the Community Commercial land use designation.

The following amendments are proposed:

1. to amend the Village 2035 Land Use Plan Map 9.9 by changing the land use designation of the property from the Community Commercial land use designation to the Government and Institutional land use designation; and
2. to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Recommendation: On June 9, 2014 the Village Plan Commission held a public hearing and approved Plan Commission Resolution #14-11 and recommended that the Village Board approved the Comprehensive Plan Amendments (Ord. #14-19) as presented.

Proposed Amendment to the Village Comprehensive Land Use Plan Map 9.9



To change the land use designation of the property from the Community Commercial land use designation to the Government and Institutional land use designation to ensure that both the Zoning Map and the Comprehensive Land Use Plan are consistent.

ORD. # 14-18
ORDINANCE TO AMEND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN
PURSUANT TO CHAPTER 390 OF THE
VILLAGE MUNICIPAL CODE

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

1. To amend the Village 2035 Land Use Plan Map 9.9 by changing the land use designation of the property located 10220 Prairie Ridge Blvd. (Tax Parcel Number 91-4-122-082-0150) from the Community Commercial land use designation to the Government and Institutional land use designation; and
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

Adopted this 16th day of June, 2014.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink,
Village President

Jane M. Romanowski
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

Posted: _____

Ord #14-18-Hospice LU Plan Amend

Consider **Ord. # 14-19** for the following **Comprehensive Plan Amendments: 1)** to amend the Village 2035 Land Use Plan Map 9.9 of the Village's 2035 Comprehensive Plan. Specifically, the land use designation of property located at the southeast corner of CTH EZ (39th Avenue) and Springbrook Road is being changed from the Mixed Use Lands (Village Green Center) with an urban reserve land use designation to the Government and Institutional land use designation for the relocation and construction of Fire Station #1; and **2)** to update Appendix 10-3 of the Village, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Recommendation: On June 9, 2014 the Village Plan Commission held a public hearing and approved Plan Commission Resolution #14-12 and recommended that the Village Board approved the **Comprehensive Plan Amendments (Ord. #14-19)** as presented.

VILLAGE STAFF REPORT OF JUNE 16, 2014

Consider **Ord. # 14-19** for the following **Comprehensive Plan Amendments: 1)** to amend the Village 2035 Land Use Plan Map 9.9 of the Village's 2035 Comprehensive Plan. Specifically, the land use designation of property located at the southeast corner of CTH EZ (39th Avenue) and Springbrook Road is being changed from the Mixed Use Lands (Village Green Center) with an urban reserve land use designation to the Government and Institutional land use designation for the relocation and construction of Fire Station #1; and **2)** to update Appendix 10-3 of the Village, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

On May 19, 2014, the Village Board has approved a Master Conceptual Plan, Zoning Text and Map Amendment for the redevelopment of the Village Campus located at 9915 39th Avenue including the relocation of Fire & Rescue Station #1 to the north side of the Village Hall in a new building. In addition, on May 12, 2014 the Plan Commission approved Site and Operational Plans for the construction of a new Fire & Rescue Station #1, and for renovations of the existing Fire & Rescue Station #1.

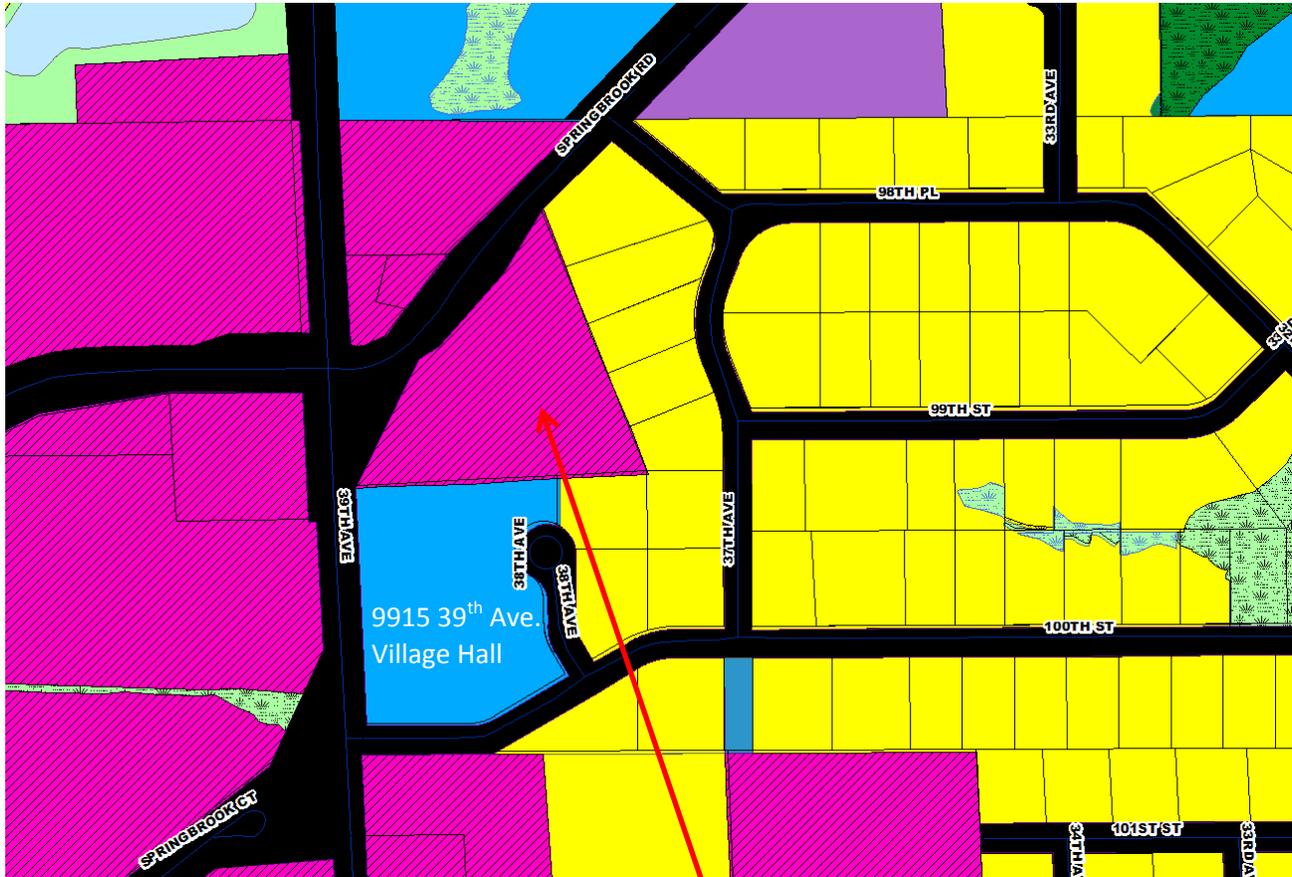
As discussed at the May 12, 2014 Plan Commission meeting, when discussing the zoning map amendment subsequently approved by the Village Board on May 19, 2014, amendments to the Comprehensive Land Use Plan were required to ensure that the zoning map and the land use plan are consistent. The property was rezoned by the Village Board on May 19, 2014 to I-1 (PUD), Institutional District with a Planned Unit Development Overlay District and the portion of the property for FS #1 is located within the Mixed Use Lands (Village Green Center) with an urban reserve land use designation pursuant to the Village Comprehensive Land Use Plan. The entire Village Campus property is proposed to be located within the Government and Institutional land use designation so that the entire Village Campus is located in the same land use designation.

The following amendments are proposed:

1. to amend the 2035 Land Use Plan Map 9.9 to change the Mixed Use Lands (Village Green Center) with an urban reserve land use designation on the property located at the southeast corner of CTH EZ (39th Avenue) and Springbrook Road to the Government and Institutional land use designation.
2. to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Recommendation: On June 9, 2014 the Village Plan Commission held a public hearing and approved Plan Commission Resolution #14-12 and recommended that the Village Board approved the Comprehensive Plan Amendments (Ord. #14-19) as presented.

Proposed Amendment to the Village Comprehensive Land Use Plan Map 9.9



To change the land use designation of property located at the southeast corner of CTH EZ (39th Avenue) and Springbrook Road (Tax Parcel Number 92-4-122-243-0020) from the Mixed Use Lands (Village Green Center) with an urban reserve land use designation to the Government and Institutional land use designation for the relocation and construction of Fire Station #1.

ORD. # 14-19
ORDINANCE TO AMEND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN
PURSUANT TO CHAPTER 390 OF THE
VILLAGE MUNICIPAL CODE

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

1. To amend the 2035 Land Use Plan Map 9.9 to change the Mixed Use Lands (Village Green Center) with an urban reserve land use designation on the property located at the southeast corner of CTH EZ (39th Avenue) and Springbrook Road to the Government and Institutional land use designation; and
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

Adopted this 16th day of June, 2014.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink,
Village President

Jane M. Romanowski
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

Posted: _____

Ord #14-19-VH LU Plan Amend



MEMO

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

TO: Mike Pollocoff, Village Administrator

CC: Jane Romanowski, Village Clerk
John Steinbrink, Jr. Public Works Director

FROM: Mike Spence, Village Engineer

DATE: June 8, 2014

SUBJ: 39th Avenue Improvements and Fire Station Construction Related Services Agreement

ATTACH: Agreement

The 39th Avenue Improvements and Fire Station project includes the site grading, stormwater retention facility, an estimated 700 LF on sanitary sewer main, 900 LF of water main, 4,350 LF of storm sewer, 5,300 LF of curb and gutter, 7,200 SY of concrete pavement, 2,150 TN of asphalt pavement, 12,800 SF of concrete sidewalk and other improvements items incidental and necessary to complete the site work.

The construction contract for this work has been awarded to A.W. Oakes and Son. I requested a proposal from GAI Consultants to provide professional construction management/inspection services for the 39th Avenue Improvements and Fire Station Project.

The scope includes:

Construction Related Services:

- Preconstruction conference, construction contract administration, general project coordination, progress meetings and periodic site visits;
- Review Contractor pay applications;
- Prepare post construction as-builts.

Construction Staking:

- Construction Staking;
- Post-construction as-built survey.

Construction Observation:

- Fulltime observation of underground utilities and roadway construction;
- Observe testing of water and sanitary sewer mains;
- Perform final inspection.

Wetland Permitting:

- Prepare permits for wetlands along 100th Street;
- Field survey wetland staking;
- Attend meetings coordinate with the WDNR and ACOE

GAI Consultants has completed similar services for the Village in the past. The above services will be provided for on an hourly time and expense basis at a not to exceed limit. The estimated fees are:

- Construction Related Services: \$59,640.00
- Construction Staking Services: \$61,320.00
- Construction Observation Services: \$112,560.00
- Wetland Permitting Services: \$3,400.00

Total: \$236,920.00

I recommend that the Contract for GAI Consultants for Construction Services be approved.

AGREEMENT FOR
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
FOR
39TH AVENUE IMPROVEMENTS AND FIRE STATION
VILLIGE OF PLEASANT PRAIRE
KENOSHA COUNTY, WISCONSIN

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

WITNESSETH:

WHEREAS, the Client proposes to employ GAI to provide construction engineering services associated with the 39th Avenue Improvements and Fire Station project , hereinafter referred to as the "Project", which is described in Article I, below; and

WHEREAS, it is the desire of the Client to employ GAI for the purpose of providing professional construction engineering services for the Project in accordance with the Standard Terms and Conditions of Service as attached.

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

ARTICLE I - DESCRIPTION OF PROJECT

The Project shall consist of site grading to include a storm water detention facility, an estimated 700 LF of sanitary sewer main, 900 LF of water main, 4,350 LF of storm sewer main, 5,300 LF of curb and gutter, 7,200 SY of concrete pavement, 2,150 TN of asphalt concrete pavement, 12,800 SF of concrete sidewalk and other improvement items incidental and necessary to complete the requirements of Project No. W120071.00.

ARTICLE II – PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES TO BE PERFORMED BY GAI

Under this article, GAI agrees, in general, to perform professional consulting services required for construction engineering services, and more particularly agrees to provide as follows:

PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

A. CONSTRUCTION RELATED SERVICES

1. Provide construction related services following the award of contract by the Client and during the course of construction including but not limited to; conduct preconstruction conference, construction contract administration, general project coordination, facilitation of progress meetings, and periodic site visits to determine, in general, if work is proceeding in accordance with the contract documents.
2. Review the contractor's applications for payment and submit to the Client with recommendations for payment.
3. Revise plans upon completion of the project in accordance with construction records of the site representative and post construction as-built survey, and provide copies of revised plans to Client.

B. CONSTRUCTION STAKING

1. Perform construction staking services.
2. Perform a post-construction as-built survey.

C. CONSTRUCTION OBSERVATION

1. Provide fulltime observation during the installation of underground utilities per any DNR requirements as well as provide observation during the process of roadway construction with measurement of installed quantities.
2. Observe testing of the water and sanitary sewer mains.
3. Perform a final inspection of completed contract before a final application for payment is processed for the contractor.

D. WETLAND PERMITTING

1. Assist the Client with preparation of appropriate permits and supporting analysis for the wetland along 100th Street.
2. Field survey of wetland staking by Client's wetland consultant.
3. Attend meetings/coordinate with the WDNR/ACOE.

ARTICLE III - COMPENSATION

The Client shall pay GAI for professional construction engineering services described in Article II as follows:

The estimated fee is:

- A. Construction Related Services
(Items 1 - 3) \$ 59,640.00 (Hourly Basis)
- B. Construction Staking Services
(Items 1 - 2) \$ 61,320.00 (Hourly Basis)
- C. Construction Observation Services
(Items 1 - 3) \$ 112,560.00 (Hourly Basis)
- D. Wetland Permitting Services
(Items 1 - 3) \$ 3,400.00 (Hourly Basis)

The Client shall pay GAI for professional construction services described in Article II on an hourly basis in accordance with GAI's hourly charge-out schedule in effect at the time services are provided. Reimbursable expenses such as mileage, equipment, printing, and subcontracted services will also be charged in accordance with GAI's charge-out schedule in effect at the time services are provided.

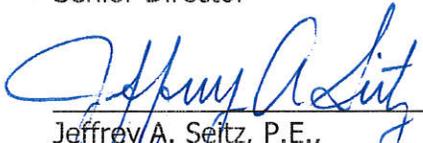
IN WITNESS WHEREOF, the parties herein have caused this agreement to be duly executed by their officers as of the date and year shown below.

GAI CONSULTANTS, INC.

VILLAGE OF PLEASANT PRAIRIE

 6-3-14
Daniel F. Snyder, P.E., Date
Senior Director

John P. Steinbrink Date
Village President

 6-3-14
Jeffrey A. Seitz, P.E., Date
Senior Construction Manager

Jane M. Romanowski Date
Village Clerk

Attachments: Standard Terms and Conditions of Service.

EXHIBIT A
GAI CONSULTANTS, INC.
STANDARD TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES



1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby 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 lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.20 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. 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.
- B. 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 to the foregoing, 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 by GAI.
- C. 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.
- D. Payments shall include the GAI invoice number and be mailed to the address on the proposal, to the attention of Accounts Receivable.

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 these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

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 these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. 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).
- B. 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.
- C. 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.
- D. 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 these Terms and Conditions.
- E. 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.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. 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.
- G. 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).
- H. 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.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
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 schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions 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 Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership and Reuse
- A. 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 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.
- B. 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.
- C. 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.
- D. 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.
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.
9. Insurance
- A. 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:
- Worker's Compensation Insurance with Other States endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; 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; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. 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.
- C. 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.
- D. 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.
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 under these Terms and Conditions.
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 these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. 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 these Terms and Conditions. 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.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, 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, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
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.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions 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 these Terms and Conditions, and 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 plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

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.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions 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.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions 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.
- C. These Terms and Conditions 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 these Terms and Conditions 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.
- D. 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.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT,

understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.

(1) In the event of material breach of these Terms and Conditions, 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 to cure the breach within the ten day period.

(2) In the event of the termination, other than caused by a material breach of these Terms and Conditions 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.

(3) 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 these Terms and Conditions.

G. 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.

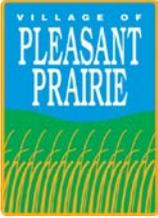
H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.

I. 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 these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.

J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.

K. 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).

[END OF TERMS & CONDITIONS]



MEMO

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

TO: Mike Pollocoff, Village Administrator

CC: Jane Romanowski, Village Clerk
John Steinbrink, Jr. Public Works Director

FROM: Mike Spence, Village Engineer

DATE: June 8, 2014

SUBJ: Park and Ride Construction Related Services Agreement

ATTACH: Agreement

The materials for the Park and Ride Access Bridge and prefabricated pedestrian bridge have been ordered. Once delivered the Village construction crew will be installing. In addition, the grading and paving of the parking lot will be completed by Willkomm Excavating & Grading. As per our agreement with the Wisconsin Department of Transportation (WisDOT) we will be hiring a construction management and inspection consultant to oversee both of these projects. I requested a proposal from RASmith National to provide professional construction management/inspection services for the Park and Ride Project.

The scope includes:

Bridges Construction CRS

For the bridges, R. A. Smith National will provide construction oversight and inspection, contract administration for federal funding requirements, as-builts and close-outs. The specific tasks will be as follows:

1. Assistance to Village with pre-construction related issues including preparation of an erosion control implementation plan for submittal to DAAR and WDNR for review.
2. Stake silt fence locations and provide control point for bridge construction and related grading.
3. Attend a preconstruction meeting and at the request of the Village conduct weekly progress meetings.
4. The program manager and inspector will be in frequent communication with the Village engineer and will be available by phone during the project.
5. The program manager will submit project reports to the Village engineer on a weekly basis. The program manager will monitor activities and reporting in accordance with the requirements as outlined in the Sponsors Guide to Non-Traditional Projects.
6. Review shop drawing submittals for precast concrete components, truss bridge, and railings.
7. When materials are delivered to the site the inspector will be diligent in verifying that they meet the specifications in the Contract documents and collect the applicable certifications, tickets and witness testing if required by the Village.

8. The inspector will monitor the installation of contract specified erosion control devices and perform the required erosion control inspections per the permits.
9. The excavations and foundations will be inspected for plan conformance.
10. Checks will be performed to determine the improvements are being installed per plan with any deviations being reported to the Village Engineer for approval.
11. The inspector will verify, backfill material is properly installed and assure access for and coordinate with the Owner's Quality Verification material testing firm.
12. Inspector will visually inspect reinforcement steel incorporated into project for compliance with the required specifications, certifications and are properly installed.
13. The inspector will conduct a pre-pour meeting at the request of the Village.
14. The inspector will inspect concrete structure work for compliance with the plans.
15. The inspector will check the installation of the bridge components for accuracy, alignment and elevation.
16. The program manager will conduct occasional site visits.
17. Program manager will conduct walk through with Village engineer at time of substantial completion for punch list items.
18. Program manager will verify punch list items have been successfully completed.
19. Program manager will work with Village on project close out.
20. R.A. Smith National will provide as-builts of installed vehicle and pedestrian bridges.

Parking Lot Construction CRS

For the parking lot, R. A. Smith National will provide construction oversight and inspection, project and contract administration for federal funding requirements, as-builts and close-outs. The specific tasks will be as follows:

1. Assistance to Village with pre-construction related issues.
2. Coordinate with the contractor and stake silt fence locations and control points for grading, storm sewer, curb, paving, and sidewalk.
3. R.A. Smith National's program manager and inspector will attend the preconstruction meeting and at the request of the Village conduct weekly progress meetings with contractor, Village and area stakeholders.
4. The program manager and inspector will be in frequent communication with the Village engineer and will be available by phone during the project.
5. The program manager will submit the inspector's daily project reports of construction activities to the Village engineer on a daily basis.
6. The program manager will monitor all activities, reporting and perform the requisite wage compliance surveys in accordance with the requirements in the Sponsors Guide to Non-Traditional Projects.
7. Program manager will verify DBE participation according to established project goal.
8. The program manager will process contractor pay applications.
9. The program manager will assess requests for contract change orders and forward to Village for review and approval.
10. The program manager and/or inspector will conduct pre-pour and pre-pave meetings at the request of the Village.
11. The inspector will monitor the installation of permit specified erosion control devices and perform the required erosion control inspections and work with the Management Consultant to notify the Contractor of any deficiencies per the contract.
12. The inspector will monitor traffic control setup and notify the Contractor of any deficiencies for corrective action.



MEMO

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

13. When materials are delivered to the site, the inspector will be diligent in verifying that the materials are in compliance with the specifications as noted in the Contract documents and collect the applicable certifications, tickets and other supporting documents.
14. Checks will be performed on a daily basis to determine materials are installed per plan.
15. Any deviations will be reported to the Village for approval.
16. The inspector will conduct construction inspection and oversight for clearing and grubbing, grading, asphalt paving, curb and gutter, sidewalk, electrical, storm water remediation, pavement markings and final restoration within the project limits.
17. The inspector will assure access for and coordinate with the Owner's Quality Verification material testing firm.
18. Using survey grade equipment, the inspector will verify alignment, location and elevations of storm sewer pipes, inlets, grade, curb and gutter and sidewalk layout.
19. The program manager will collect and submit to the Village for review all required documents for compliance and reimbursement under federally funded projects.
20. Program manager will conduct walk through with Village engineer at time of substantial completion for punch list items.
21. Program manager will verify punch list items have been successfully completed.
22. Program manager will work with Contractor and Village engineer on project close out.
23. R.A. Smith National will provide as-builts of completed project.

RASmith National has completed similar services for the Village in the past, including the successful Carol Beach Unit 2 Stormwater Design and Construction services. The above services will be provided for on a time and expense basis at a not to exceed limit. The estimated fee for the Bridges CRS is \$33,123 and the fee for the Parking lot CRS is \$129,568. The total fee is \$162,691. I recommend that the Contract for RASmith National for Construction Services be approved.

June 6, 2014

Mr. Michael Spence, P.E., LEED® AP
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158-6504

Re: Professional Services Agreement
Kenosha County Park & Ride Lot – Construction Related Services
WisDOT ID 1693-35-05

Dear Mr. Spence:

Thank you for this opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the Services Not Included, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

- I. PROJECT NAME: Kenosha County Park & Ride Lot – Construction Related Services
WisDOT ID 1693-35-05
- II. DESCRIPTION OF SERVICES TO BE PERFORMED:

The proposed improvements located south of Terwall Terrace, consist of a driveway access ridge and a pedestrian bridge to be constructed by the Village, and a park and ride lot to be constructed by Willkomm Excavating & Grading under contract with the Village. Federal funding for the park and ride lot is provided through Wisconsin Department of Transportation, as overseen by their management consultant, DAAR Engineering. As a requirement of the federal funding and their agreement with the Village, DAAR will enforce the environmental commitments on both projects.

To assist the Village with construction of these improvements, R.A. Smith National, Inc. will provide the following construction related services (CRS):

Bridges Construction CRS (Village Funds)

For the bridges, R. A. Smith National will provide construction oversight and inspection, contract administration for federal funding requirements, as-builts and close-outs. The specific tasks will be as follows:

1. Assistance to Village with pre-construction related issues including preparation of an erosion control implementation plan for submittal to DAAR and WDNR for review.
2. Stake silt fence locations and provide control point for bridge construction and related grading.
3. Attend a preconstruction meeting and at the request of the Village conduct weekly progress meetings.
4. The program manager and inspector will be in frequent communication with the Village engineer and will be available by phone during the project.
5. The program manager will submit project reports to the Village engineer on a weekly basis. The program manager will monitor activities and reporting in accordance with the requirements as outlined in the Sponsors Guide to Non-Traditional Projects.

Deliver excellence, vision, and responsive service to our clients.

Mr. Michael Spence, P.E., LEED® AP
Village of Pleasant Prairie
Page 2 / June 6, 2014

6. Review shop drawing submittals for precast concrete components, truss bridge, and railings.
7. When materials are delivered to the site the inspector will be diligent in verifying that they meet the specifications in the Contract documents and collect the applicable certifications, tickets and witness testing if required by the Village.
8. The inspector will monitor the installation of contract specified erosion control devices and perform the required erosion control inspections per the permits.
9. The excavations and foundations will be inspected for plan conformance.
10. Checks will be performed to determine the improvements are being installed per plan with any deviations being reported to the Village Engineer for approval.
11. The inspector will verify backfill material is properly installed and assure access for and coordinate with the Owner's Quality Verification material testing firm.
12. Inspector will visually inspect reinforcement steel incorporated into project for compliance with the required specifications, certifications and are properly installed.
13. The inspector will conduct a pre-pour meeting at the request of the Village.
14. The inspector will inspect concrete structure work for compliance with the plans.
15. The inspector will check the installation of the bridge components for accuracy, alignment and elevation
16. The program manager will conduct occasional site visits.
17. Program manager will conduct walk through with Village engineer at time of substantial completion for punch list items.
18. Program manager will verify punch list items have been successfully completed.
19. Program manager will work with Village on project close out.
20. R.A. Smith National will provide as-builts of installed vehicle and pedestrian bridges.

Parking Lot Construction CRS (Federal Funds – WisDOT Project ID 1693-35-75)

For the parking lot, R. A. Smith National will provide construction oversight and inspection, project and contract administration for federal funding requirements, as-builts and close-outs. The specific tasks will be as follows:

1. Assistance to Village with pre-construction related issues.
2. Coordinate with the contractor and stake silt fence locations and control points for grading, storm sewer, curb, paving, and sidewalk.
3. R.A. Smith National's program manager and inspector will attend the preconstruction meeting and at the request of the Village conduct weekly progress meetings with contractor, Village and area stakeholders.
4. The program manager and inspector will be in frequent communication with the Village engineer and will be available by phone during the project.
5. The program manager will submit the inspector's daily project reports of construction activities to the Village engineer on a daily basis.

6. The program manager will monitor all activities, reporting and perform the requisite wage compliance surveys in accordance with the requirements in the Sponsors Guide to Non-Traditional Projects.
7. Program manager will verify DBE participation according to established project goal.
8. The program manager will process contractor pay applications.
9. The program manager will assess requests for contract change orders and forward to Village for review and approval.
10. The program manager and/or inspector will conduct pre-pour and pre-pave meetings at the request of the Village.
11. The inspector will monitor the installation of permit specified erosion control devices and perform the required erosion control inspections and work with the Management Consultant to notify the Contractor of any deficiencies per the contract.
12. The inspector will monitor traffic control setup and notify the Contractor of any deficiencies for corrective action.
13. When materials are delivered to the site, the inspector will be diligent in verifying that the materials are in compliance with the specifications as noted in the Contract documents and collect the applicable certifications, tickets and other supporting documents.
14. Checks will be performed on a daily basis to determine materials are installed per plan.
15. Any deviations will be reported to the Village for approval.
16. The inspector will conduct construction inspection and oversight for clearing and grubbing, grading, asphalt paving, curb and gutter, sidewalk, electrical, storm water remediation, pavement markings and final restoration within the project limits.
17. The inspector will assure access for and coordinate with the Owner's Quality Verification material testing firm.
18. Using survey grade equipment, the inspector will verify alignment, location and elevations of storm sewer pipes, inlets, grade, curb and gutter and sidewalk layout.
19. The program manager will collect and submit to the Village for review all required documents for compliance and reimbursement under federally funded projects.
20. Program manager will conduct walk through with Village engineer at time of substantial completion for punch list items.
21. Program manager will verify punch list items have been successfully completed.
22. Program manager will work with Contractor and Village engineer on project close out.
23. R.A. Smith National will provide as-builts of completed project.

III. COMPLETION SCHEDULE:

We are prepared to begin the services described immediately and will complete them based on the construction schedule.

Mr. Michael Spence, P.E., LEED® AP
Village of Pleasant Prairie
Page 4 / June 6, 2014

IV. PROFESSIONAL FEES:

The above-described services will be provided for on a time and expense basis at our standard hourly rates with a not-to-exceed limit. We estimate our fee to be \$33,123 for Bridges CRS and \$129,568 for Parking Lot CRS, for a total not-to-exceed limit of \$162,691. We will bill you monthly with an itemized statement for the time and expenses incurred on the project.

V. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. In their role self-performing the construction of bridges, Village will follow the construction documents prepared by R.A. Smith National and approved by the Village. Deviation from these documents and any problems arising out of the deviations shall not be the responsibility of R.A. Smith National, Inc.
- B. We strongly recommend that the Village engage a geotechnical engineer for necessary testing and recommendations regarding soil conditions during construction.

VI. SERVICES NOT INCLUDED:

Services other than those described above are not included as part of this project and, therefore, are not reflected in our estimate of fees. If requested, these services will be performed on an hourly, time-and-material basis according to the attached Professional Fees Rate Schedule, unless other arrangements are agreed upon.

The attached Standard General Contract Terms for Professional Services are hereby made part of this agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed, please sign and return one original to our office.

We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.



Gary E. Raasch, PE, CFM
Senior Water Resources Project Manager

Enclosures

STANDARD GENERAL CONTRACT TERMS
FOR PROFESSIONAL SERVICES

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air.

3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.

4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.

6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the CLIENT fails to substantially perform in accordance with this Agreement.

7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations.

8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly.

The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty

Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings.

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION.

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Gary E. Raasch, P.E.
Senior Project Manager

PROFESSIONAL

By: [Signature]

Date: June 6, 2014

PROJECT: Kenosha County Park & Ride Lot - Construction Related Services

The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158-6504

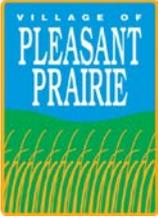
CLIENT

By: _____

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice to proceed.

Printed Name: _____

Title: _____ Date: _____



MEMO

TO: Mike Pollocoff/Village Administrator

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

FROM: Mike Spence/Village Engineer

DATE: June 9, 2014

SUBJ: Professional Services Agreement Professional Engineering Services-Water
Distribution System Improvements-Sheridan Road Water Main

There are a number of improvements that have been identified for the Village's water system as part of the approved TID #2 Amendment 5. The Village's water distribution network is fed from the booster pump station #2 at 104th Street and Sheridan Road. Two large transmission mains from the Kenosha Water Utility (KWU) discharge into a 5 million gallon ground storage tank. Currently there are several areas that are fed off of these transmission mains. They are the east side of Sheridan Road between 92nd Place and 104th Street, Unit 6 and Unit W in Carol Beach.

I have asked for a proposal from GAI Consultants to design a water distribution main to disconnect these services from the transmission mains and transfer the flow to the new distribution main. This will remove these water services from the KWU pressure system and integrate them into the Village's pressure system.

The professional design services scope of work includes:

- Task 1 Survey: Perform field surface investigations and final survey for preparation of plans and specifications;
- Task 2 Water System Evaluation:
 - Identify route alignment alternatives;
 - Determine water main size;
 - Evaluate redundancy options;
- Task 3 Design:
 - Prepare construction plans and specifications and cost estimate;
 - Kick-off and design review meetings;
 - Perform wetland delineation;
 - Prepare permit applications;
 - Obtain construction bids;
 - Assist with special assessments and easements as needed.

The fee for these services is \$99,000.



MEMO

The professional construction engineering services scope of work includes:

- Task 1 Construction Related Services:
 - Preconstruction conference, construction contract administration, progress meetings and periodic site visits;
 - Review Contractor applications for payment;
 - Revise plans and prepare post-construction as-builts.
- Task 2 Construction Staking:
 - Perform construction staking services;
 - Perform post-construction as-built survey for inclusion into Village's GIS system.
- Task 3 Construction Observation:
 - Provide fulltime observation during the installation of underground utilities per DNR requirements and during the process of roadway restoration as required;
 - Observing testing of the water mains;
 - Perform final inspection of completed contract before a final pay application for payment is processed.

The fee for these services is:

Task 1:	\$45,000
Task 2:	\$55,000
Task 3:	\$87,000
Total:	\$187,000

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 for \$99,000 for Engineering Design and \$187,000 for Construction Related Services.

PROPOSAL OF SERVICES FOR
WATER DISTRIBUTION SYSTEM IMPROVEMENTS - SHERIDAN ROAD
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN
June 9, 2014

This proposal GAI Consultants, Inc. of Lake Geneva, Wisconsin, a corporation, hereinafter referred to as “GAI” is intended to provide design and construction related inspection services for the Water Distribution System Improvements – Sheridan Road as outlined in Articles I through IV below.

ARTICLE I - DESCRIPTION OF PROJECT

The scope of the Water Distribution System Improvements – Sheridan Road Project shall include new water main to be constructed along Sheridan Road, 91st Street, and 7th Avenue. The water main design shall include the construction of approximately 12,000 lineal feet of new water main and the reconnection of services, branch mains, and hydrants from the existing transmission mains to the new distribution main.

ARTICLE II - PROFESSIONAL DESIGN SERVICES TO BE PERFORMED BY GAI

Under this article, GAI agrees, in general, to perform professional consulting services required for design engineering services, and more particularly agrees to provide as follows:

- Task 1 Survey
- A. Perform surface field survey and office computations required for the preparation of plans and specifications for the project. Note: Existing utility information will be based on Diggers Hotline field markings.
- Task 2 Water System Evaluation
- A. Work with the Client in identifying and evaluating route/alignment alternatives including cost/constructability considerations.
 - B. Work with the Client in determining appropriate size requirements for existing and future needs.
 - C. Assist the Client with evaluating system redundancy options.
- Task 3 Design
- A. Prepare detailed construction plans and specifications and an opinion of construction cost for constructing new water main for the project as described above.
 - B. Attend a project kick-off meeting and up to four (4) design review meetings with Client.
 - C. Perform wetland delineation of the wetlands and wetland indicator soils areas as shown on the DNR’s web mapping site along the proposed water main route. GAI will submit the wetland delineation reports to State and Federal agencies for concurrence. If the delineation confirms the necessity for permitting, GAI will assist the Client with obtaining approvals from the DNR and ACOE.

- D. Submit plans and specifications to the Client for review and approval and assist the Client in obtaining approval from the following governmental agencies:
 - 1. Wisconsin Department of Natural Resources (WDNR):
 - a. Notice of Intent for Storm Water Discharges.
 - b. Chapter 30 Permit.
 - c. Water Main Extension Approval.
 - d. Wetland Permit.
 - 2. Corps of Engineers Permit.
 - 3. WisDOT Permit.

(Note: All fees associated with permit/approval applications listed in Paragraphs D and E above will be paid by Client.)
- E. Prepare application for the UP Railroad Crossing Permit.
- F. Assist the Client in obtaining construction bids, attend bid opening, analyze the bids received, and prepare a recommendation to the Client for award of the construction contract. Attend Village Board meeting. Furnish plans and specifications for bidding and construction.
- G. GAI can assist the Client on Special Assessment and easement needs, if necessary as additions to this Agreement.

ARTICLE III - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES TO BE PERFORMED BY GAI

Under this article, GAI agrees, in general, to perform professional consulting services required for construction engineering services, and more particularly agrees to provide as follows:

Task 1 Construction Related Services

- A. Provide construction related services following the award of contract by the Client and during the course of construction including but not limited to; conduct preconstruction conference, construction contract administration, general project coordination, facilitation of progress meetings, and periodic site visits to determine, in general, if work is proceeding in accordance with the contract documents.
- B. Review the contractor's applications for payment and submit to the Client with recommendations for payment.
- C. Revise plans upon completion of the project in accordance with construction records of the site representative and post construction as-built survey, and provide copies of revised plans to Client.

Task 2 Construction Staking

- A. Perform construction staking services.
- B. Perform a post-construction as-built survey.

Task 3 Construction Observation

- A. Provide fulltime observation during the installation of underground utilities per any DNR requirements as well as provide observation during the process of water main construction with measurement of installed quantities.
- B. Observe testing of the water and sanitary sewer mains.
- C. Perform a final inspection of completed contract before a final application for payment is processed for the contractor.

ARTICLE IV - COMPENSATION

The Client shall pay GAI for professional consulting services described as follows:

A. Design Services:

ARTICLE II, Tasks 1 thru 3 \$99,000 (Hourly Basis)

B. Construction Related Services:

ARTICLE III, Task 1 - Construction Related Services (Items 1- 3)
\$45,000 (Hourly Basis)

ARTICLE III, Task 2 - Construction Staking (Items 1 - 2)
\$55,000(Hourly Basis)

ARTICLE III, Task 3 - Construction Observation (Items 1 - 3)
\$87,000(Hourly Basis)

The Client shall pay GAI for professional construction services described in Articles II and III on an hourly basis in accordance with GAI's hourly charge-out schedule in effect at the time services are provided. Reimbursable expenses such as mileage, equipment, printing, and subcontracted services will also be charged in accordance with GAI's charge-out schedule in effect at the time services are provided.

Project Number: W140965.00

THIS AGREEMENT, made and entered into this 16th 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 39th Avenue, Pleasant Prairie, WI (hereinafter referred to as "CLIENT"). This AGREEMENT is subject to and incorporates the provisions of GAI's Proposal dated June 9, 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 9, 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: Water Distribution system Improvements – Sheridan Road.

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).

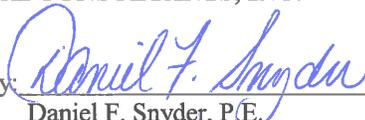
IN WITNESS WHEREOF, GAI AND CLIENT have executed this AGREEMENT as of the date first above written.

VILLAGE OF PLEASANT PRAIRIE

By: _____
John P. Steinbrink
Village President

By: _____
Jane Romanowski
Village Clerk

GAI CONSULTANTS, INC.

By:  _____
Daniel F. Snyder, P.E.
Senior Director

Attachment: Proposal of Services dated June 9, 2014

END OF AGREEMENT

RESOLUTION #14-16

**RESOLUTION CERTIFYING THE CREATION, REVIEW AND ADOPTION OF THE
COMPLIANCE MAINTENANCE ANNUAL REPORTS FOR THE
WASTEWATER FACILITIES IN VILLAGE OF PLEASANT PRAIRIE**

WHEREAS, it is the policy of the Commissioners of Sewer Utility Pleasant Prairie Village that the utility be maintained within generally accepted guidelines; and

WHEREAS, the State of Wisconsin prescribes a method of evaluating the operating efficiency of a wastewater collection system; and

WHEREAS, the Sewer Utility Pleasant Prairie Village has been evaluated under the State's Annual Compliance Maintenance Evaluation, and financial management scored 4 with a GPA of 4.0; and

WHEREAS, wastewater facilities for Pleasant Prairie Village has received a raw score of 12 with a GPA of 4.0 and the Collection Systems Section has received a grade of A as set forth by the Department of Natural Resources; and

WHEREAS, the Wastewater Utility District continues to identify and eliminate infiltration and inflow; and

WHEREAS, the Commissioners of this Utility District have reviewed the report prepared by the Village's Director of Public Works;

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Pleasant Prairie that the Annual Compliance Maintenance Report has been reviewed and accepted as presented and is forwarded to the Department of Natural Resources for their review.

Passed and adopted this 16th day of June, 2014.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

ATTEST:

Jane M. Romanowski, Clerk

ORDINANCE #14-15

**ORDINANCE TO AMEND
CHAPTER 292 OF THE MUNICIPAL CODE
VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
RELATING TO SOLID WASTE AND RECYCLING**

BE IT ORDAINED AND ESTABLISHED by the Village Board of Trustees, of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Chapter 292 of the Municipal Code is hereby amended as follows:

§ 292-11. Special collection (curbside).

A special collection includes a scheduled pickup of white goods and/or bulk items. There is a fee of \$25 for each white good or bulk item picked up. The fee will be added to a utility bill

- C. Televisions, computers and miscellaneous electronics. Televisions, computers and miscellaneous electronics (facsimile machine, DVD player and/or VCR) will be picked up on ~~Wednesdays~~ **Fridays** only. To schedule a pickup, call the Sanitation Department at (262) 925-6700 by 12:00 noon on ~~Tuesday~~ **Thursday**. The fees are as follows:

§ 292-15. Cost of Service; change of collection option

A. Solid waste/recycling collection.

- (1) Residents who chose Collection Option 1 Unlimited Collection: ~~\$15.50~~ **\$16.00** per month.
(2) Residents who chose Collection Option 2 Automated Collection Plus: ~~\$15.00~~ **\$15.50** per month.
(3) Residents who chose Collection Option 3 Automated Collection: ~~\$14.50~~ **\$15.00** per month.

Passed and adopted this ____ day of June, 2014.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted: _____

RESOLUTION #14-17

**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, certain expenses of the Inspection Department will exceeded budget, but will be offset by an increase in revenue, therefore a budget amendment is necessary to increase budgeted expenses and respectively increase budgeted revenue for the same amount and;

WHEREAS, the new IT Director became more familiar with the Village's technology environment, projects were reprioritizing, non-capital items were identified

WHEREAS, requiring budgeted IT Department dollars to be transferred from the capital project fund to the general operating fund, along with the respective tax levy support;

WHEREAS, the 2014 police contract was signed in May, 2014 causing an increased in employees' wages and net benefits, thus a budget amendment is necessary to transfer dollars to the Police Department from the Village's budgeted contingency and;

WHEREAS, the winter of 2013/2014 yielded the most snow events and salt usage since 1995, causing our salt reserves to drop below acceptable levels, and requiring delivery of more salt before January, 2015, and;

WHEREAS, the Village Board approved at a special April 14, 2014 board meeting to purchase an estimated additional \$120,000 of salt in 2014, and;

WHEREAS, requiring a budget amendment to increase the Public Works Department salt expense, with dollars coming from general government operating fund balance reserves 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 16th of June, 2014

John P. Steinbrink, President
Village of Pleasant Prairie

Attest:

Jane M. Romanowski, Village Clerk

2014 Budget Amendment

Inspection Department

Budget Transfer #63

Org	Object	Description	Reason	Amount
10442410	443006	Commercial/Industrial Permits	More Permits to be Issued	169,995
			Total Revenue Increase	169,995
10522410	500110	Salaries	Additional Employees	133,803
10522410	500151	Social Security	Additional Employees	10,094
10522410	500112	Overtime Salaries	Additional Employees	(825)
10522410	500152	Wisconsin Retirement	Additional Employees	9,276
10522410	500153	Worker's Compensation	Additional Employees	5,963
10522410	500154	Health & Life Benefits	Additional Employees	42,336
10522410	500158	Long-term Disability Insurance	Additional Employees	382
10522410	500199	Personnel Transfer	Additional Employees	(32,100)
10522410	500202	Employment Evaluations	Additional Employee	11
10522410	500225	Cellular Telephone	Additional Phone Line	720
10522410	500353	Safety Equipment	Additional Supplies Needed	335
			Total Expense Increase	169,995

2014 Budget Amendment

IT Department

Transfer from Capital Fund to General Fund

Budget Amendments #254, 100, 101

Org	Object	Description	Reason	Amount
<u>Capital Fund (0410)</u>				
40574150	500810	IT Capital Equipment	Items purchased under \$5,000 not capital	(66,500)
40574150	500810	IT Capital Equipment	Reduced Capital Spending to fund Maintenance	(32,000)
40415110	411100	Property Taxes	Moved taxes along with expenses to fund 100	98,500
			Net Change	-
<u>General Fund (0100)</u>				
10514150	500350	Minor Equipment	Items purchased under \$5,000 Minor Equipment	66,500
10514150	500214	Software Maintenance Agreements	Under budgeted Software Maintenance	32,000
10415110	411100	Taxes	Taxes moved from Fund 410 to cover expenses	(98,500)
			Net Change	-

2014 Budget Amendment

Police Department

Budget Transfer #21

Org	Object	Description	Reason	Amount
10515110	500915	Finance	Budgeted Contingency	(37,937)
			Total Expense Decrease	(37,937)
10522110	500110	Salaries	2014 Affect of Union Contract	41,548
10522110	500151	Social Security	2014 Affect of Union Contract	3,178
10522110	500152	Wisconsin Retirement	2014 Affect of Union Contract	(7,810)
10522110	500153	Worker's Compensation	2014 Affect of Union Contract	1,366
10522110	500154	Health & Life Benefits	2014 Affect of Union Contract	(638)
10522110	500158	Long-term Disability	2014 Affect of Union Contract	293
			Total Expense Increase	37,937

2014 Budget Amendment
Public Works Department
Budget Amendment #97

Org	Object	Description	Reason	Amount
10533111	500374	Salt	Salt Increase Approved at 4/14/2014 Meeting	120,000
			Total Expense Increase from Reserves	120,000

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

Period Ending: June 11, 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. Kristen R. Andersen

thru June 30, 2016

Jane M. Romanowski
Village Clerk

**CLERK'S CERTIFICATION OF
RENEWAL BARTENDER LICENSE APPLICATIONS
Period Ending: June 11, 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. Sean C. Butterfield	thru June 30, 2016
2. Neil A. Ebert	thru June 30, 2016
3. Ijaz U. Haq	thru June 30, 2016
4. Sabrina M. Harper	thru June 30, 2016
5. Michael L. Henthorn	thru June 30, 2016
6. Pamela D. Jackson	thru June 30, 2016
7. Marianne C. Kane	thru June 30, 2016
8. Nicole M. Kloet	thru June 30, 2016
9. Grace J.F. Ladewig	thru June 30, 2016
10. Meghan R. LaForge	thru June 30, 2016
11. Julie A. McRoy	thru June 30, 2016
12. Joshua L. Montes	thru June 30, 2016
13. Tracy L. Pagliaroni	thru June 30, 2016
14. Kelly M. Shondel	thru June 30, 2016
15. Bhinder P. Singh	thru June 30, 2016
16. Melanie L. St. John	thru June 30, 2016
17. Sara J. Stagliano	thru June 30, 2016
18. Barbara A. Wagner	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