

AGENDA VILLAGE BOARD

Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
September 16, 2019
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 on items not on the agenda; however, no discussion is allowed and no action will be taken under citizen comments.)
5. Administrator's Report
6. New Business
 - A. Receive Plan Commission recommendations and consider approval of Ordinance #19-30 a Comprehensive Plan Amendment to amend the Village 2035 Land Use Plan Map 9.9 to correct and change the 100-year floodplain on property located at 12100 Uline Place.
 - B. Receive Plan Commission recommendations and consider approval of Ordinances #19-31 and #19-32 a Zoning Map and Text Amendments relating to the floodplain boundary adjustment and rezone property located at 12100 Uline Place.
 - C. Receive Plan Commission recommendations and consider approval of an updated Master Conceptual Plan for the continued development of Main Street Market development located at the northeast corner of STH 31 and STH 165
 - D. Receive Plan Commission recommendations and consider approval of a Certified Survey Map to subdivide land within the Main Street Market development located at the northeast corner of STH 31 and STH 165.
 - E. Consider approval of a Relocation Order for the purpose of roadway improvements for the Old Green Bay Road and STH165.
 - F. Consider award of contract to The Highland Group for real estate appraisal and acquisition services for the Old Green Bay Road and STH 165 roadway improvements.
 - G. Consider approval of Preliminary Resolution #19-29 declaring intent to exercise special assessment police powers in connection with construction of a public water main extension along 120th Avenue and CTH ML (Stateline 94).

- H. Consider approval of Preliminary Resolution #19-31 declaring intent to exercise special assessment police powers in connection with storm water improvements within the Chateau Eau Plaines Subdivision.
 - I. Consider approval of Resolution #19-34 and Ordinance #19-36 regarding Sewer Service Charges.
 - J. Consider approval of Resolution #19-30 approving the filing of a civil complaint against manufacturers and distributors of prescription opiates.
 - K. Consider approval of Resolution #19-32 and Ordinance #19-34 amending Chapter 98 as it relates to the meeting time of Village Board.
 - L. Consider approval of Resolution #19-33 and Ordinance #19-35 amending Chapter 18 as it relates to the meeting time of the Plan Commission, Park Commission and Zoning Board of Appeals.
7. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Ordinances of Business and considered at this point on the agenda.)
- 1) Ordinance #19-33 a Zoning Amendment to amend the Breeze Terrace Apartments Plan Unit Development Ordinance.
 - 2) Easement to We Energies within Outlot 1 CSM 2849 relating to Prairie Highland Corporate Park
 - 3) The Cottages at Village Green Letter of Credit Reduction No. 8
 - 4) The Vista at Creekside Letter of Credit Reduction No. 1
 - 5) The Kings Cove Letter of Credit Renewal
 - 6) Wisconsin Marathon Agreement
 - 7) Minutes of Meetings – August 19, 2019 and August 26, 2019
8. Village Board Comments
9. Adjournment

I hereby certify that I posted a true and correct copy of this Agenda in three (3) public locations: Village Hall, Roger Prange Municipal Building and RecPlex. Additionally, this Agenda was posted on the Village of Pleasant Prairie's website at www.pleasantprairiewi.gov.

Dated 13th day of September, 2019. Jane C. Snell, Village Clerk

Consider **Comprehensive Plan Amendment (Ord. #19-30)** to amend the Village 2035 Land Use Plan Map 9.9 to correct and change the location of the 100-year floodplain on the property located at 12100 Uline Place to reflect the final approval obtained from the Federal Emergency Management Agency related to the Floodplain Boundary Adjustment on the Uline Headquarters Office (H2) property; and to update Appendix 10-3 to reflect the above noted changes to the Map 9.9.

Recommendation: On September 9, 2019, the Plan Commission held a public hearing, approved Plan Commission Resolution #19-10 and recommended that the Village Board approve the Village Comprehensive Plan as presented in the September 16, 2019 Staff Report.

Consider **Zoning Map and Text Amendments (Ord. #19-31 and Ord #19-32)** to amend Section 420-131 I of the Zoning Ordinance to reference the March 21, 2019 Federal Emergency Management Agency approval related to the Floodplain Boundary Adjustment on the Uline Headquarters Office (H2) property located at 12100 Uline Place; and to amend the Zoning Map to correctly rezone the location of the 100-year floodplain into the FPO, Floodplain Overlay District on said property.

Recommendation: On September 9, 2019 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Map and Text Amendments as presented in the September 16, 2019 Staff Report.

VILLAGE STAFF REPORT OF SEPTEMBER 16, 2019

Consider **Comprehensive Plan Amendment (Ord. #19-30)** to amend the Village 2035 Land Use Plan Map 9.9 to correct and change the location of the 100-year floodplain on the property located at 12100 Uline Place to reflect the final approval obtained from the Federal Emergency Management Agency related to the Floodplain Boundary Adjustment on the Uline Headquarters Office (H2) property; and to update Appendix 10-3 to reflect the above noted changes to the Map 9.9.

Consider **Zoning Map and Text Amendments (Ord. #19-31 and Ord #19-32)** to amend Section 420-131 I of the Zoning Ordinance to reference the March 21, 2019 Federal Emergency Management Agency approval related to the Floodplain Boundary Adjustment on the Uline Headquarters Office (H2) property located at 12100 Uline Place; and to amend the Zoning Map to correctly rezone the location of the 100-year floodplain into the FPO, Floodplain Overlay District on said property.

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

On August 17, 2015 the Village Board approved Resolution #15-27 related to a floodplain boundary adjustment to remove 23,519 cubic yards from the Des Plaines River (UT1E) 100-year floodplain and to create 4,963 cubic yards of 100-year floodplain to compensate for the 100-floodplain being filled for the construction of an office building and site improvements on a 28-acre site for a Uline headquarters office building (Uline H2) located at 12100 Uline Place.

In accordance with Resolution #15-27, upon completion of the floodplain boundary adjustment an as-built survey and calculations were submitted to FEMA to verify the compliance with design plans. On March 21, 2019, FEMA approved and issued a Letter of Map Revision (LOMR) Case No.: 18-05-1772P as effective August 9, 2019.

In accordance with Resolution #15-27 upon approval of the floodplain boundary adjustment the petitioner shall file an application to correct and amend the Village 2035 Land Use Plan Map 9.9, the Zoning Ordinance and Zoning Map to reflect the amended floodplain.

Recommendations:

On September 9, 2019, the Plan Commission held a public hearing, approved Plan Commission Resolution #19-10 and recommended that the Village Board approve the Village Comprehensive Plan as presented.

On September 9, 2019 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Map and Text Amendments as presented.

ORD. # 19-30
ORDINANCE TO AMEND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN
PURSUANT TO CHAPTER 390 OF THE
VILLAGE MUNICIPAL CODE

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

1. To amend the Village 2035 Land Use Plan Map 9.9 to correct the 100-year floodplain land use designations pursuant to the FEMA approved floodplain boundary adjustment (Letter of Map Revision (LOMR) Case No.: 18-05-1772P as effective August 9, 2019) associated with the recently completed Uline headquarters office building (H2) located at 12100 Uline Place as shown on ***Exhibits 1 and 2***; 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 September, 2019.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink,
Village President

Jane C. Snell
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

Posted: _____

19-30 Uline H2 FPO LU Amend

CODE1907-003

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L289	48.111	S86° 49' 57.26"W	
L265	52.503	S84° 27' 53.90"W	
C69	55.114	128.8892	24.500
L266	14.159	S47° 08' 45.73"E	
L128	59.150	S57° 02' 38.57"E	
L267	13.501	S86° 07' 23.94"E	
L127	47.250	N82° 28' 47.09"E	
L268	60.614	S84° 27' 23.49"E	
L126	45.862	S23° 48' 42.07"E	
L269	16.812	N51° 11' 31.54"W	
L270	26.480	S88° 19' 34.45"W	
L125	104.286	S77° 32' 36.97"W	
L271	18.868	N69° 01' 01.73"W	
L124	27.287	N49° 33' 28.54"W	
L272	148.072	N51° 01' 19.34"W	
L123	56.072	N81° 33' 32.14"W	
L273	44.026	N88° 23' 35.63"W	
L112	52.009	S77° 19' 23.37"W	
L111	18.935	S81° 36' 33.57"W	
L146	70.446	S81° 50' 17.92"W	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L110	30.805	N82° 26' 26.73"W	
L109	71.503	N41° 49' 39.34"W	
C57	6.928	31.7578	12.500
L107	22.840	N13° 55' 29.58"E	
C58	20.066	60.5096	19.000
C59	65.320	19.6525	190.437
C60	114.200	20.8082	314.451
L103	78.788	N11° 57' 20.67"W	
L102	9.676	N55° 01' 03.92"W	
L131	15.605	S64° 12' 53.29"W	
L274	21.458	S9° 43' 31.19"W	
C61	7.705	10.9620	40.271
L275	1.246	S12° 28' 42.89"E	
C27	37.671	19.6216	110.000
L276	58.424	S7° 08' 34.96"W	
C25	7.699	6.8924	64.000
L277	8.365	S0° 15' 02.18"W	
C23	7.080	6.3382	64.000
L278	24.719	S6° 05' 15.33"E	
C62	4.653	7.4049	36.000

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L279	39.646	S1° 19' 02.23"W	
C63	7.834	7.0136	64.000
L280	14.008	S5° 41' 46.70"E	
C64	28.375	56.0618	29.000
L281	7.505	S61° 45' 29.12"E	
C65	3.965	5.3413	42.535
C18	25.529	50.4372	29.000
L138	4.114	N73° 08' 45.75"E	
L282	70.829	S86° 53' 59.79"E	
C66	7.816	2.2067	202.931
C16	6.929	31.7583	12.500
L136	70.837	S41° 49' 41.94"E	
L283	23.725	N79° 31' 07.49"W	
L135	106.778	N86° 01' 38.29"W	
L284	67.877	S88° 48' 46.11"W	
L134	47.092	N72° 48' 47.79"W	
L285	66.896	S2° 05' 59.73"E	
L286	25.768	S45° 58' 14.71"E	
L133	134.419	S79° 38' 25.82"E	
L132	53.342	S49° 18' 41.61"E	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L287	51.952	S89° 13' 41.71"E	
L288	21.946	N10° 02' 37.48"E	
L144	27.111	N44° 08' 33.08"E	
L101	24.094	N55° 51' 55.91"E	
L100	64.861	S87° 12' 49.72"E	
L99	58.478	N54° 14' 11.47"E	
L98	34.729	S65° 14' 04.44"E	
L97	21.995	S39° 24' 10.60"E	
L96	34.149	S14° 44' 42.43"E	
L95	48.514	S25° 32' 47.04"W	
L94	59.582	S2° 11' 18.81"E	
L93	37.226	S15° 56' 24.72"W	
L92	62.775	S33° 53' 43.32"W	
L91	52.120	S42° 16' 47.63"W	
L90	71.477	S72° 05' 06.87"W	
L89	86.614	S86° 58' 14.49"W	
L88	58.621	N81° 43' 38.00"W	
L87	68.137	N88° 54' 19.84"W	
L86	64.720	S69° 43' 17.18"W	
L85	22.303	S2° 05' 59.73"E	

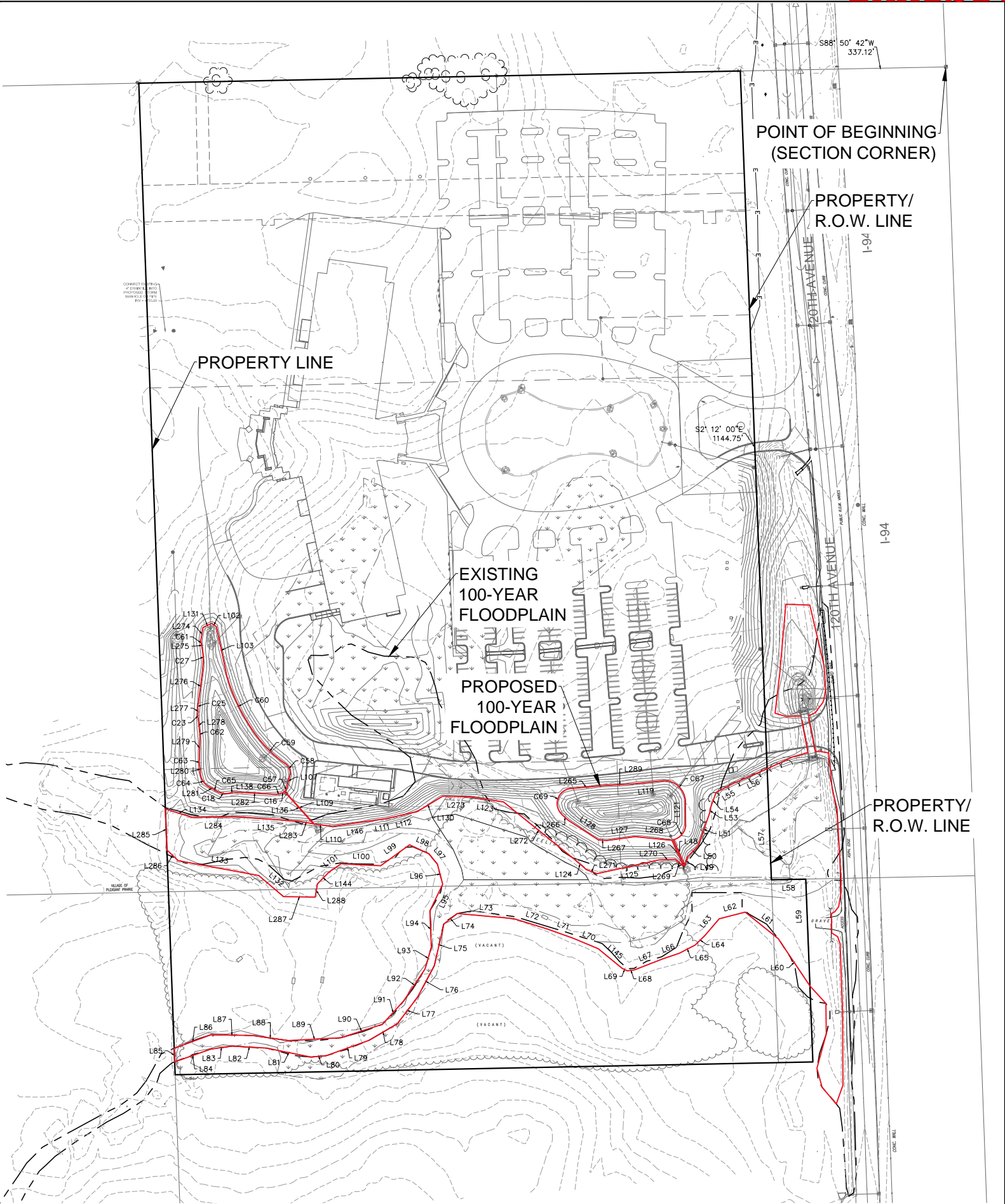
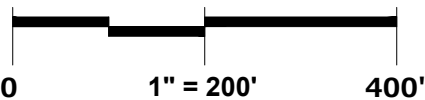
Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L84	62.867	N70° 27' 18.78"E	
L83	35.361	N82° 10' 33.15"E	
L82	56.565	S86° 42' 59.17"E	
L81	74.180	S78° 44' 47.50"E	
L80	25.371	N84° 51' 33.76"E	
L79	74.117	N70° 18' 42.50"E	
L78	54.035	N59° 27' 52.77"E	
L77	54.497	N37° 28' 17.43"E	
L76	58.907	N27° 56' 16.69"E	
L75	69.883	N12° 48' 38.48"E	
L74	28.032	N52° 25' 35.45"E	
L73	92.496	S84° 50' 27.17"E	
L72	56.506	S72° 57' 44.69"E	
L71	46.949	S70° 06' 50.42"E	
L70	44.004	S67° 34' 30.79"E	
L145	50.377	S50° 32' 59.66"E	
L69	9.679	S62° 50' 08.04"E	
L68	12.211	N82° 20' 18.93"E	
L67	48.789	N68° 27' 58.72"E	
L66	29.992	N71° 24' 24.57"E	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L65	28.830	N62° 37' 27.34"E	
L64	22.868	N45° 25' 57.87"E	
L63	35.371	N40° 11' 47.22"E	
L62	44.196	N75° 40' 51.05"E	
L61	69.601	S51° 16' 24.87"E	
L60	93.552	S33° 38' 40.49"E	
L59	175.740	N2° 15' 26.00"W	
L58	56.405	S88° 51' 03.30"W	
L57	182.097	N2° 11' 59.96"W	
L56	60.264	S66° 36' 43.66"W	
L55	31.914	S62° 19' 29.47"W	
L54	28.309	S19° 59' 45.69"W	
L53	6.508	S5° 26' 06.85"W	
L51	57.626	S19° 18' 43.52"W	
L50	24.695	S44° 10' 33.75"W	
L49	15.563	S16° 47' 07.38"W	
L48	46.398	N23° 48' 42.07"W	
L119	52.463	S84° 00' 48.47"W	
C67	55.449	90.7719	35.000
L121	39.260	N0° 30' 36.53"W	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
C68	33.125	70.2939	27.000
L130	48.625	S58° 41' 06.67"W	



GRAPHICAL SCALE (FEET)

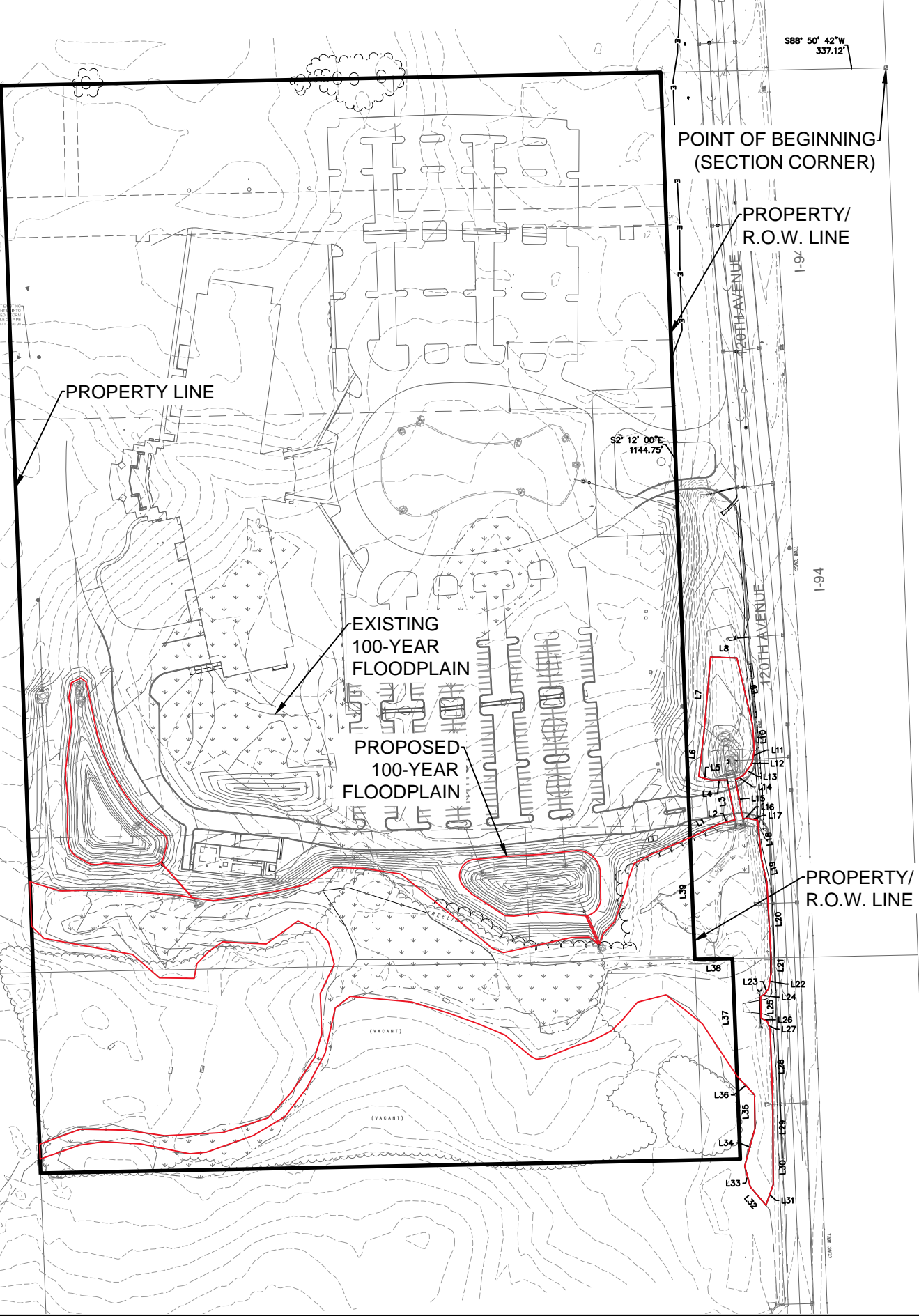
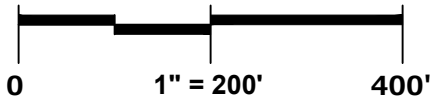


Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L1	46.959	N65° 08' 44.66"E	
L2	25.576	N74° 37' 29.43"E	
L3	60.767	N10° 47' 03.52"W	
L4	24.526	S88° 47' 45.01"W	
L5	19.093	N73° 59' 16.67"W	
L6	65.440	N6° 53' 00.92"E	
L7	114.261	N5° 01' 09.79"E	
L8	39.442	S87° 59' 10.88"E	
L9	102.472	S13° 05' 10.40"E	
L10	37.555	S4° 16' 09.10"E	
L11	18.138	S10° 15' 28.40"W	
L12	4.721	S17° 54' 01.33"W	
L13	20.733	S36° 36' 47.77"W	
L14	12.454	S64° 12' 59.17"W	
L15	59.779	S10° 47' 03.52"E	
L16	6.224	N82° 59' 44.66"E	
L17	16.150	S79° 39' 15.52"E	
L18	58.589	S5° 15' 24.05"E	
L19	34.208	S13° 42' 33.87"E	
L20	114.126	S3° 16' 19.93"E	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L21	23.638	S0° 29' 58.59"W	
L22	22.870	S9° 03' 35.39"W	
L23	10.476	S36° 20' 47.51"W	
L24	6.622	S59° 36' 24.46"W	
L25	31.722	S1° 19' 40.30"E	
L26	11.376	S57° 58' 16.61"E	
L27	12.538	S18° 13' 14.53"E	
L28	111.165	S2° 05' 23.22"E	
L29	69.400	S0° 06' 15.99"E	
L30	50.866	S0° 26' 13.40"E	
L31	32.815	S19° 13' 05.05"W	
L32	36.396	N40° 28' 26.42"W	
L33	31.979	N15° 03' 09.07"W	
L34	58.597	N15° 23' 39.20"E	
L35	49.974	N0° 51' 33.93"W	
L36	38.481	N42° 50' 47.69"W	
L37	175.740	N2° 15' 26.00"W	
L38	56.405	S88° 51' 03.30"W	
L39	182.097	N2° 11' 59.96"W	

WISCONSIN
MATTHEW A. CAREY
E-42070-6
MILWAUKEE, WI
PROFESSIONAL ENGINEER
12/4/17

GRAPHICAL SCALE (FEET)





Federal Emergency Management Agency

Washington, D.C. 20472

March 21, 2019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable John Steinbrink
Village of Pleasant Prairie Board President
8640 88th Avenue
Pleasant Prairie, WI 53158

IN REPLY REFER TO:

Case No.: 18-05-1772P
Follows Conditional
Case No.: 15-05-7428R
Community Name: Village of Pleasant Prairie, WI
Community No.: 550613
Effective Date of
This Revision: **August 9, 2019**

Dear President Steinbrink:

The Flood Insurance Study Report and Flood Insurance Rate Map for your community have been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Chicago, Illinois, at (312) 408-5500, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/business/nfip>.

Sincerely,

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

RECEIVED

MAR 29 2019

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map
Annotated Flood Insurance Study Report

cc: The Honorable Michael Farrell
President
Village of Bristol

Ms. Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie

Mr. Randy Kerkman
Village Administrator
Village of Bristol

Ms. Michelle Staff, CFM
State NFIP Coordinator
Wisconsin Department of Natural Resources

Mr. Matthew A. Carey, P.E.
Project Manager
Pinnacle Engineering Group, LLC

PLEASANT PRAIRIE

Follows Conditional Case No.: 15-05-7428R



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	Village of Pleasant Prairie Kenosha County Wisconsin	CULVERT DETENTION BASIN EXCAVATION FILL	FLOODWAY HYDRAULIC ANALYSIS HYDROLOGIC ANALYSIS NEW TOPOGRAPHIC DATA
	COMMUNITY NO.: 550613		
IDENTIFIER	Uline H2 Facility	APPROXIMATE LATITUDE & LONGITUDE: 42.513, -87.955 SOURCE: Other DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM* NO.: 55059C0189D DATE: June 19, 2012		DATE OF EFFECTIVE FLOOD INSURANCE STUDY: March 07, 2017 PROFILE: 91P FLOODWAY DATA TABLE: 9	

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map

FLOODING SOURCE & REVISED REACH

Unnamed Tributary No. 1E to Des Plaines River - From just downstream of 120th Avenue to approximately 2,600 feet upstream of 120th Avenue.

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Unnamed Tributary No. 1E to Des Plaines River	Zone AE	Zone AE	YES	YES
	Zone X (shaded)	Zone X (shaded)	YES	YES
	BFEs*	BFEs	YES	YES
	Floodway	Floodway	YES	YES

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

18-05-1772P

102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 550595 **Name:** Village of Bristol, Wisconsin

AFFECTED MAP PANELS

TYPE: FIRM NO.: 55059C0189D DATE: June 19, 2012

AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT

DATE OF EFFECTIVE FLOOD INSURANCE STUDY: March 7, 2017
PROFILE: 91P
FLOODWAY DATA TABLE: 9

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Rick F. Sacbibit".

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

18-05-1772P

102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance discharges computed in the submitted hydrologic model. Future development of projects upstream could cause increased discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on discharges and could, therefore, indicate that greater flood hazards exist in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Rick F. Sacbitt".

Patrick "Rick" F. Sacbitt, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

This revision has met our criteria for removing an area from the 1-percent-annual-chance floodplain to reflect the placement of fill. However, we encourage you to require that the lowest adjacent grade and lowest floor (including basement) of any structure placed within the subject area be elevated to or above the Base (1-percent-annual-chance) Flood Elevation.

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Mary Beth Caruso
Director, Mitigation Division
Federal Emergency Management Agency, Region V
536 South Clark Street, Sixth Floor
Chicago, IL 60605
(312) 408-5500

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

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Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

PUBLIC NOTIFICATION OF REVISION

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below, and through FEMA's Flood Hazard Mapping website at https://www.floodmaps.fema.gov/fhm/bfe_status/bfe_main.asp

LOCAL NEWSPAPER

Name: *Kenosha News*

Dates: April 4, 2019 and April 11, 2019

Within 90 days of the second publication in the local newspaper, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Rick F. Sacbibit".

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

18-05-1772P

102-I-A-C

FLOODING SOURCE		FLOODWAY					1-PERCENT-ANNUAL-CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD 88)		
CROSS SECTION	DISTANCE	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	WIDTH REDUCED FROM PRIOR STUDY (FEET)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
UNNAMED TRIBUTARY NO. 1E TO DES PLAINES RIVER									
	A	6,864 ¹	250	386	0.9	0	676.5	676.5	0.0
	B	7,387 ¹	112	116	3.1	0	677.3	677.3	0.0
	C	8,601 ¹	62	110	3.3	0	686.9	686.9	0.0
	D	9,340 ¹	93	127	2.9	0	693.2	693.2	0.0
	E	9,852 ¹	106	201	1.8	0	698.6	698.6	0.0
	F	10,237 ¹	10	19	7.8	0	698.9	698.9	0.0
	G	10,326 ¹	10	35	4.1	0	700.9	700.9	0.0
	H	10,436 ¹	5	21	6.9	0	702.1	702.1	0.0
	I	10,806 ¹	20	118	1.2	0	708.1	708.1	0.0
	J	10,944 ¹	18	102	1.4	0	708.3	708.3	0.0
	K	11,055 ¹	66	326	0.4	0	708.3	708.3	0.0
	L	12,156 ¹	53	39	3.7	0	712.4	712.4	0.0
	M	12,441 ¹	72	76	1.9	0	715.7	715.7	0.0
	N	13,011 ¹	28	27	5.4	0	722.3	722.3	0.0
	O	13,406 ¹	96	75	0.3	0	725.1	725.1	0.0
UNNAMED TRIBUTARY NO. 1F TO DES PLAINES RIVER				REVISED DATA					
	A	428 ²	38	55	2.5	0	692.7	692.7	0.0
	B	828 ²	35	44	3.1	0	696.6	696.6	0.0
	C	1,438 ²	150	86	1.6	0	704.6	704.6	0.0
	D	1,563 ²	16	24	5.7	0	707.1	707.1	0.0
	E	2,022 ²	8	22	6.3	0	708.8	708.8	0.0

¹FEET ABOVE CONFLUENCE WITH DES PLAINES RIVER, ²FEET ABOVE CONFLUENCE WITH UNNAMED TRIBUTARY NO. 1E TO DES PLAINES RIVER

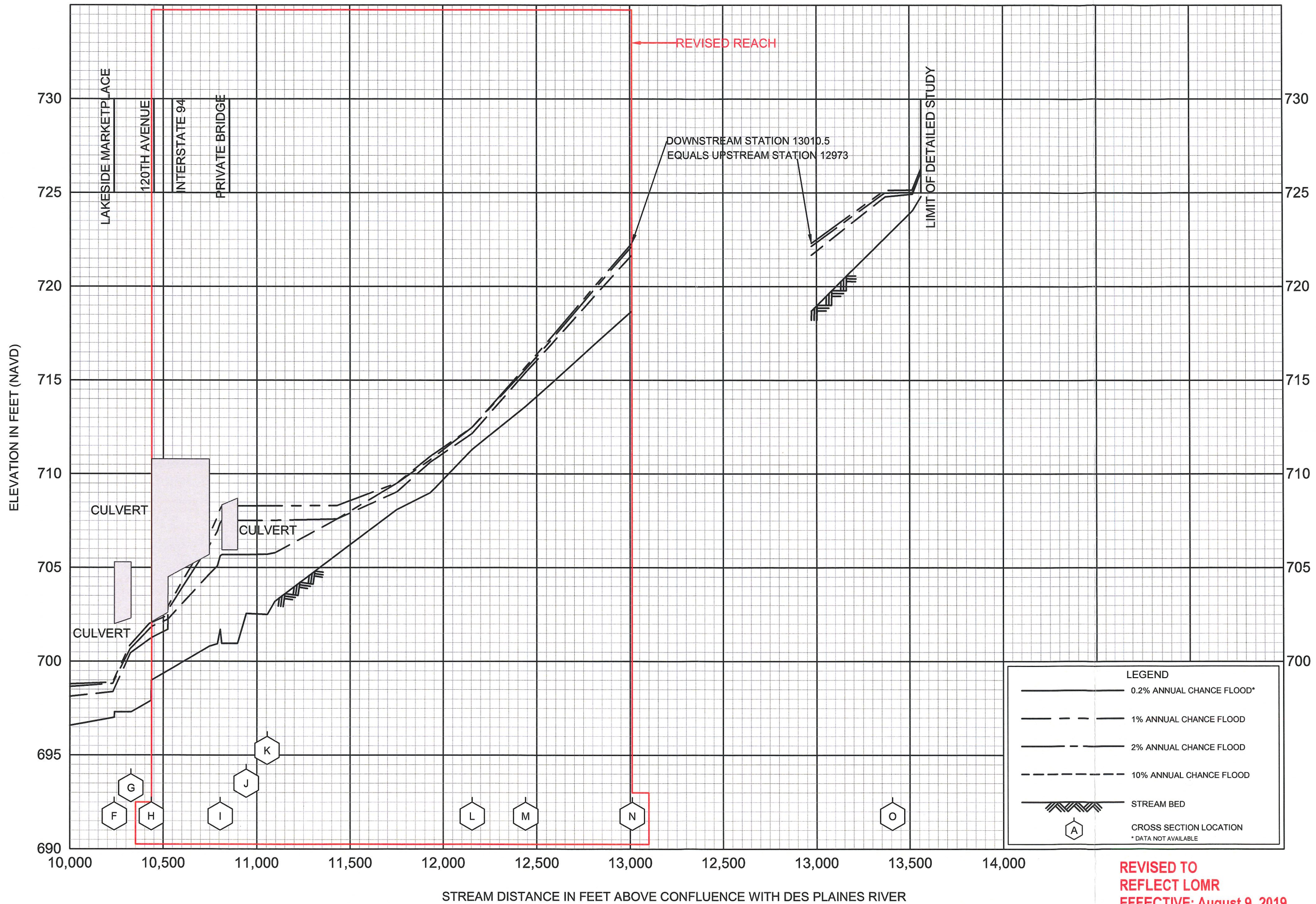
REVISED TO

FLOODWAY DATA
REFLECT LOMR
EFFECTIVE: August 9, 2019

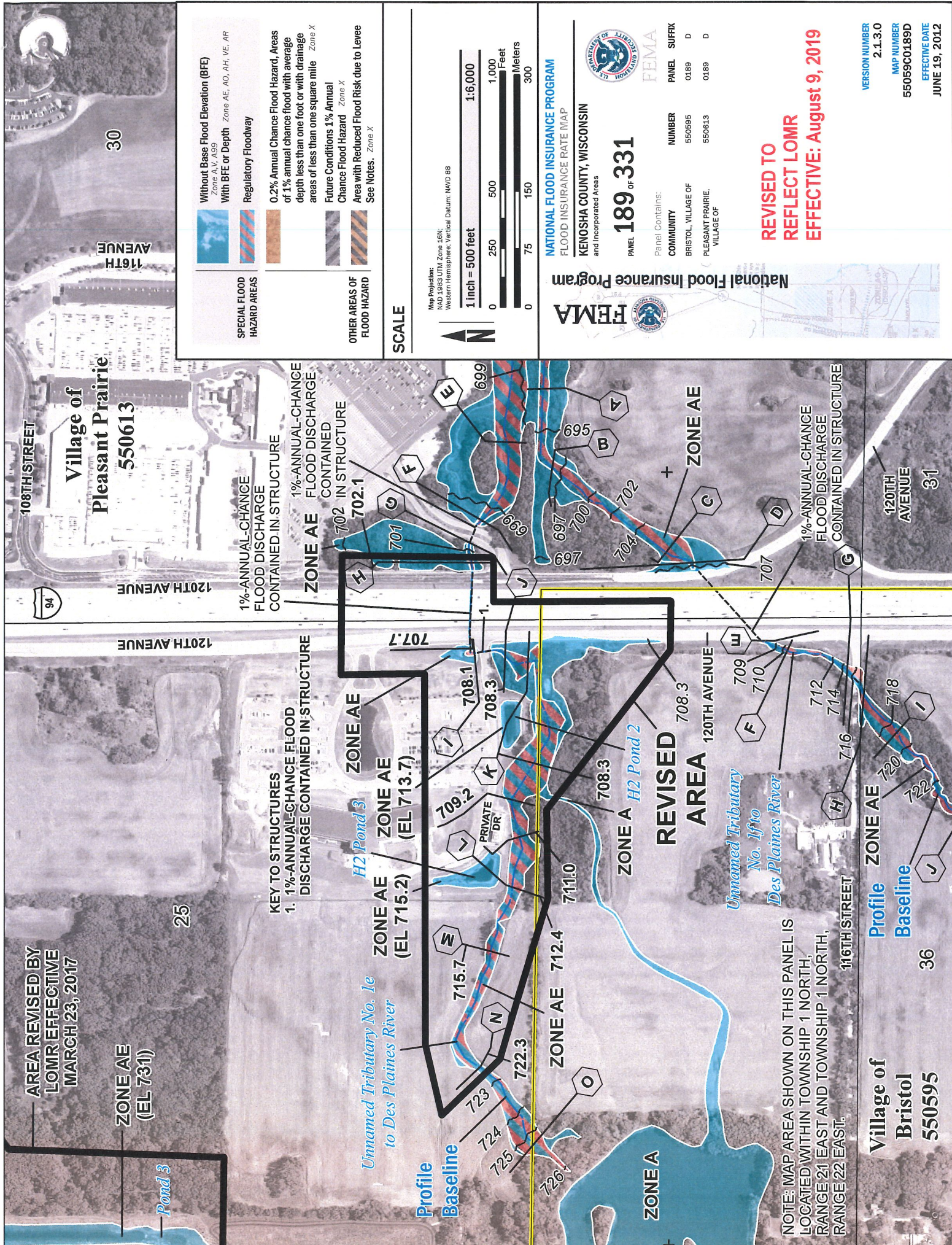
FEDERAL EMERGENCY MANAGEMENT AGENCY
KENOSHA COUNTY, WI
AND INCORPORATED AREAS

UNNAMED TRIBUTARY NO. 1E TO DES PLAINES RIVER - UNNAMED TRIBUTARY NO. 1F
TO DES PLAINES RIVER

TABLE 9



REVISED TO
REFLECT LOMR
EFFECTIVE: August 9, 2019



AREA REVISED BY
LOMR EFFECTIVE
MARCH 23, 2017

ZONE AE
(EL 731)

Pond 3

Unnamed Tributary No. 1e
to Des Plaines River

Profile
Baseline

ZONE AE
(EL 715.2)

ZONE AE
(EL 713.7)

ZONE AE
(EL 713.7)

ZONE AE

ZONE AE

ZONE AE

ZONE AE

ZONE AE

ZONE AE

ZONE AE

ZONE AE

ZONE AE

REVISOR
AREA

120TH AVENUE

120TH AVENUE

120TH AVENUE

120TH AVENUE

120TH AVENUE

120TH AVENUE

Unnamed Tributary
No. 1f to
Des Plaines River

120TH AVENUE

120TH AVENUE

120TH AVENUE

120TH AVENUE

120TH AVENUE

120TH AVENUE

Village of
Bristol
550595

Profile
Baseline

ZONE AE

ZONE AE

ZONE AE

ZONE AE

ZONE AE

ZONE AE

NOTE: MAP AREA SHOWN ON THIS PANEL IS
LOCATED WITHIN TOWNSHIP 1 NORTH,
RANGE 21 EAST AND TOWNSHIP 1 NORTH,
RANGE 22 EAST.

Without Base Flood Elevation (BFE)
Zone A.V. AGG
With BFE or Depth
Regulatory Floodway
0.2% Annual Chance Flood Hazard, Areas
of 1% annual chance flood with average
depth less than one foot or with drainage
areas of less than one square mile
Future Conditions 1% Annual
Chance Flood Hazard
Area with Reduced Flood Risk due to Levee
See Notes. Zone X

**SPECIAL FLOOD
HAZARD AREAS**

**OTHER AREAS OF
FLOOD HAZARD**

SCALE

Map Projection:
NAD 1983 UTM Zone 16N
Western Hemisphere, Vertical Datum: NAVD 88

1 inch = 500 feet

0 250 500 1,000 Feet

0 75 150 300 Meters

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

FEMA

189 OF 331

KENOSHA COUNTY, WISCONSIN
and Incorporated Areas

Panel Contains:
COMMUNITY
BRISTOL, VILLAGE OF
PLEASANT PRAIRIE, VILLAGE OF

NUMBER
550595
550613

PANEL
0189
0189

SUFFIX
D
D

**REVISOR TO
REFLECT LOMR
EFFECTIVE: August 9, 2019**

VERSION NUMBER
2.1.3.0

MAP NUMBER
550595C0189D

EFFECTIVE DATE
JUNE 19, 2012

ORD. #19-31

**AN ORDINANCE TO AMEND SUBSECTION 420-131 I OF
THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE**

BE IT ORDAINED AND ESTABLISHED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Subsection 420-131 I (1) (a) [6] of the Village of Zoning Ordinance, relating to official floodplain maps and studies, is hereby created to read as follows:

- [6] FIRM MAP Numbers 55059C0189D and Date of Effective Flood Insurance Study: March 7-2017 Profile: 91P and Floodway Data Table: 9 amended pursuant to FEMA-LOMR-APP Case No.: 18-05-1772P effective August 9, 2019.

Adopted this 16th day of September, 2019.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink,
Village President

Jane C. Snell
Village Clerk

Posted: _____
Published: _____
Effective: _____

31-FPO Amendment Uline H2
CODE1907-004

ORD. # 19-32

**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 floodplain boundary adjustment on the property at 12100 Uline Place identified as Lot 1 of CSM 2807 and located within a part of the U.S. Public Land Survey Section 25, Township 1 North, Range 21 East, lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Number 91-4-121-254-0123 has been completed. Therefore, the zoning map is hereby amended to correctly show the amended location of the 100-year floodplain within the FPO, Floodplain Overlay District on said property pursuant to the FEMA LOMR-APP Case No.: 18-05-1772P attached as ***Exhibits 1 and 2***. All other zoning designations on the property will remain unchanged.

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

Adopted this 16th day of September, 2019.

VILLAGE BOARD OF TRUSTEES

ATTEST:

John P. Steinbrink
Village President

Jane C. Snell
Village Clerk

Posted: _____

Effective: _____

32-Uline H2 FPO

CODE1907-004

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L289	48.111	S86° 49' 57.26"W	
L265	52.503	S84° 27' 53.90"W	
C69	55.114	128.8892	24.500
L266	14.159	S47° 08' 45.73"E	
L128	59.150	S57° 02' 38.57"E	
L267	13.501	S86° 07' 23.94"E	
L127	47.250	N82° 28' 47.09"E	
L268	60.614	S84° 27' 23.49"E	
L126	45.862	S23° 48' 42.07"E	
L269	16.812	N51° 11' 31.54"W	
L270	26.480	S88° 19' 34.45"W	
L125	104.286	S77° 32' 36.97"W	
L271	18.868	N69° 01' 01.73"W	
L124	27.287	N49° 33' 28.54"W	
L272	148.072	N51° 01' 19.34"W	
L123	56.072	N81° 33' 32.14"W	
L273	44.026	N88° 23' 35.63"W	
L112	52.009	S77° 19' 23.37"W	
L111	18.935	S81° 36' 33.57"W	
L146	70.446	S81° 50' 17.92"W	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L110	30.805	N82° 26' 26.73"W	
L109	71.503	N41° 49' 39.34"W	
C57	6.928	31.7578	12.500
L107	22.840	N13° 55' 29.58"E	
C58	20.066	60.5096	19.000
C59	65.320	19.6525	190.437
C60	114.200	20.8082	314.451
L103	78.788	N11° 57' 20.67"W	
L102	9.676	N55° 01' 03.92"W	
L131	15.605	S64° 12' 53.29"W	
L274	21.458	S9° 43' 31.19"W	
C61	7.705	10.9620	40.271
L275	1.246	S12° 28' 42.89"E	
C27	37.671	19.6216	110.000
L276	58.424	S7° 08' 34.96"W	
C25	7.699	6.8924	64.000
L277	8.365	S0° 15' 02.18"W	
C23	7.080	6.3382	64.000
L278	24.719	S6° 05' 15.33"E	
C62	4.653	7.4049	36.000

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L279	39.646	S1° 19' 02.23"W	
C63	7.834	7.0136	64.000
L280	14.008	S5° 41' 46.70"E	
C64	28.375	56.0618	29.000
L281	7.505	S61° 45' 29.12"E	
C65	3.965	5.3413	42.535
C18	25.529	50.4372	29.000
L138	4.114	N73° 08' 45.75"E	
L282	70.829	S86° 53' 59.79"E	
C66	7.816	2.2067	202.931
C16	6.929	31.7583	12.500
L136	70.837	S41° 49' 41.94"E	
L283	23.725	N79° 31' 07.49"W	
L135	106.778	N86° 01' 38.29"W	
L284	67.877	S88° 48' 46.11"W	
L134	47.092	N72° 48' 47.79"W	
L285	66.896	S2° 05' 59.73"E	
L286	25.768	S45° 58' 14.71"E	
L133	134.419	S79° 38' 25.82"E	
L132	53.342	S49° 18' 41.61"E	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L287	51.952	S89° 13' 41.71"E	
L288	21.946	N10° 02' 37.48"E	
L144	27.111	N44° 08' 33.08"E	
L101	24.094	N55° 51' 55.91"E	
L100	64.861	S87° 12' 49.72"E	
L99	58.478	N54° 14' 11.47"E	
L98	34.729	S65° 14' 04.44"E	
L97	21.995	S39° 24' 10.60"E	
L96	34.149	S14° 44' 42.43"E	
L95	48.514	S25° 32' 47.04"W	
L94	59.582	S2° 11' 18.81"E	
L93	37.226	S15° 56' 24.72"W	
L92	62.775	S33° 53' 43.32"W	
L91	52.120	S42° 16' 47.63"W	
L90	71.477	S72° 05' 06.87"W	
L89	86.614	S86° 58' 14.49"W	
L88	58.621	N81° 43' 38.00"W	
L87	68.137	N88° 54' 19.84"W	
L86	64.720	S69° 43' 17.18"W	
L85	22.303	S2° 05' 59.73"E	

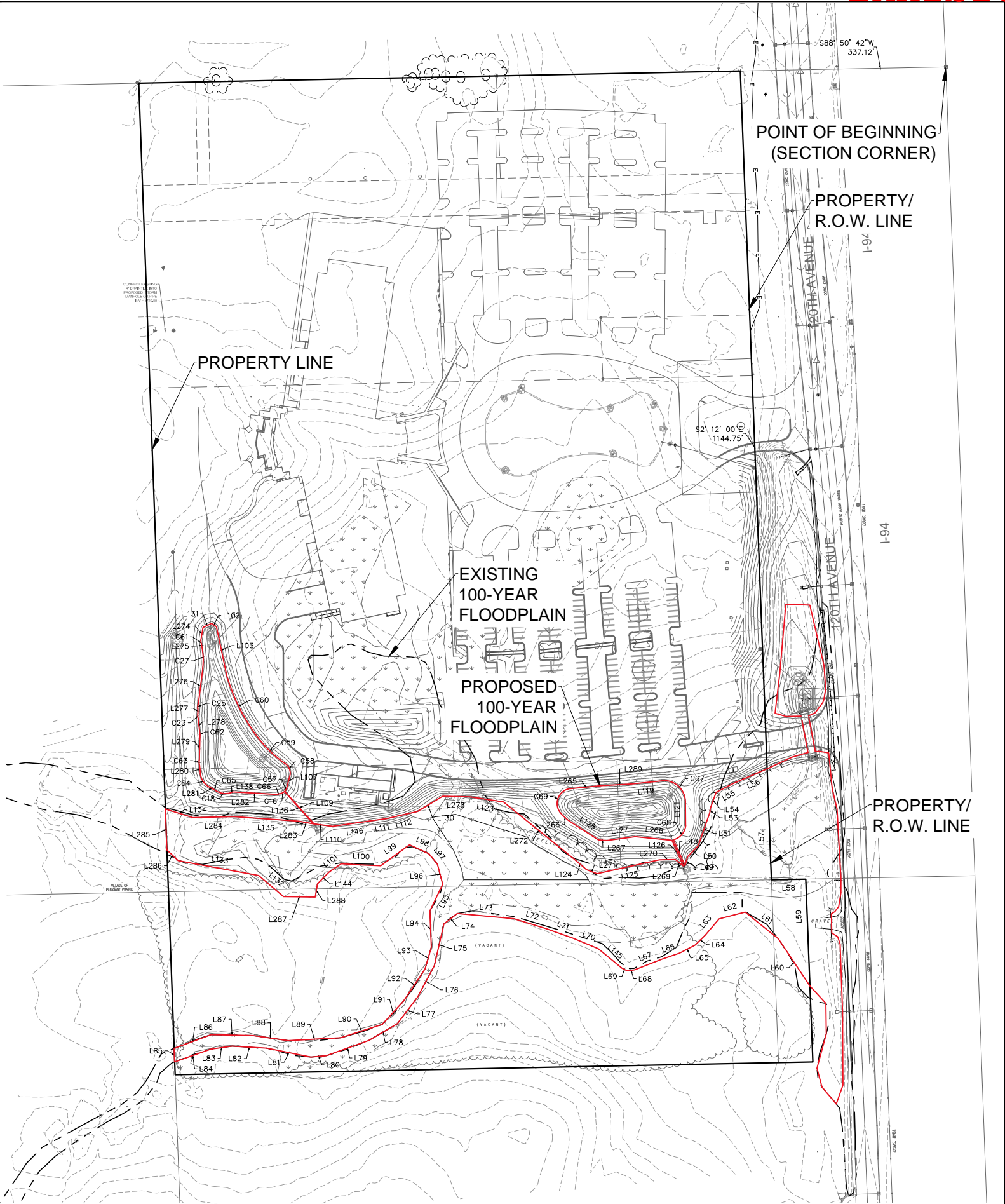
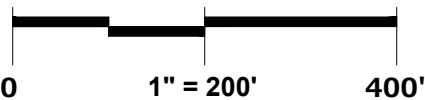
Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L84	62.867	N70° 27' 18.78"E	
L83	35.361	N82° 10' 33.15"E	
L82	56.565	S86° 42' 59.17"E	
L81	74.180	S78° 44' 47.50"E	
L80	25.371	N84° 51' 33.76"E	
L79	74.117	N70° 18' 42.50"E	
L78	54.035	N59° 27' 52.77"E	
L77	54.497	N37° 28' 17.43"E	
L76	58.907	N27° 56' 16.69"E	
L75	69.883	N12° 48' 38.48"E	
L74	28.032	N52° 25' 35.45"E	
L73	92.496	S84° 50' 27.17"E	
L72	56.506	S72° 57' 44.69"E	
L71	46.949	S70° 06' 50.42"E	
L70	44.004	S67° 34' 30.79"E	
L145	50.377	S50° 32' 59.66"E	
L69	9.679	S62° 50' 08.04"E	
L68	12.211	N82° 20' 18.93"E	
L67	48.789	N68° 27' 58.72"E	
L66	29.992	N71° 24' 24.57"E	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L65	28.830	N62° 37' 27.34"E	
L64	22.868	N45° 25' 57.87"E	
L63	35.371	N40° 11' 47.22"E	
L62	44.196	N75° 40' 51.05"E	
L61	69.601	S51° 16' 24.87"E	
L60	93.552	S33° 38' 40.49"E	
L59	175.740	N2° 15' 26.00"W	
L58	56.405	S88° 51' 03.30"W	
L57	182.097	N2° 11' 59.96"W	
L56	60.264	S66° 36' 43.66"W	
L55	31.914	S62° 19' 29.47"W	
L54	28.309	S19° 59' 45.69"W	
L53	6.508	S5° 26' 06.85"W	
L51	57.626	S19° 18' 43.52"W	
L50	24.695	S44° 10' 33.75"W	
L49	15.563	S16° 47' 07.38"W	
L48	46.398	N23° 48' 42.07"W	
L119	52.463	S84° 00' 48.47"W	
C67	55.449	90.7719	35.000
L121	39.260	N0° 30' 36.53"W	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
C68	33.125	70.2939	27.000
L130	48.625	S58° 41' 06.67"W	



GRAPHICAL SCALE (FEET)



FLOODPLAIN BOUNDARY EXHIBIT ONSITE

PINNACLE ENGINEERING GROUP

5850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENGR.COM |

SHEET 1 OF 2 12/04/17

PLAN | DESIGN | DELIVER

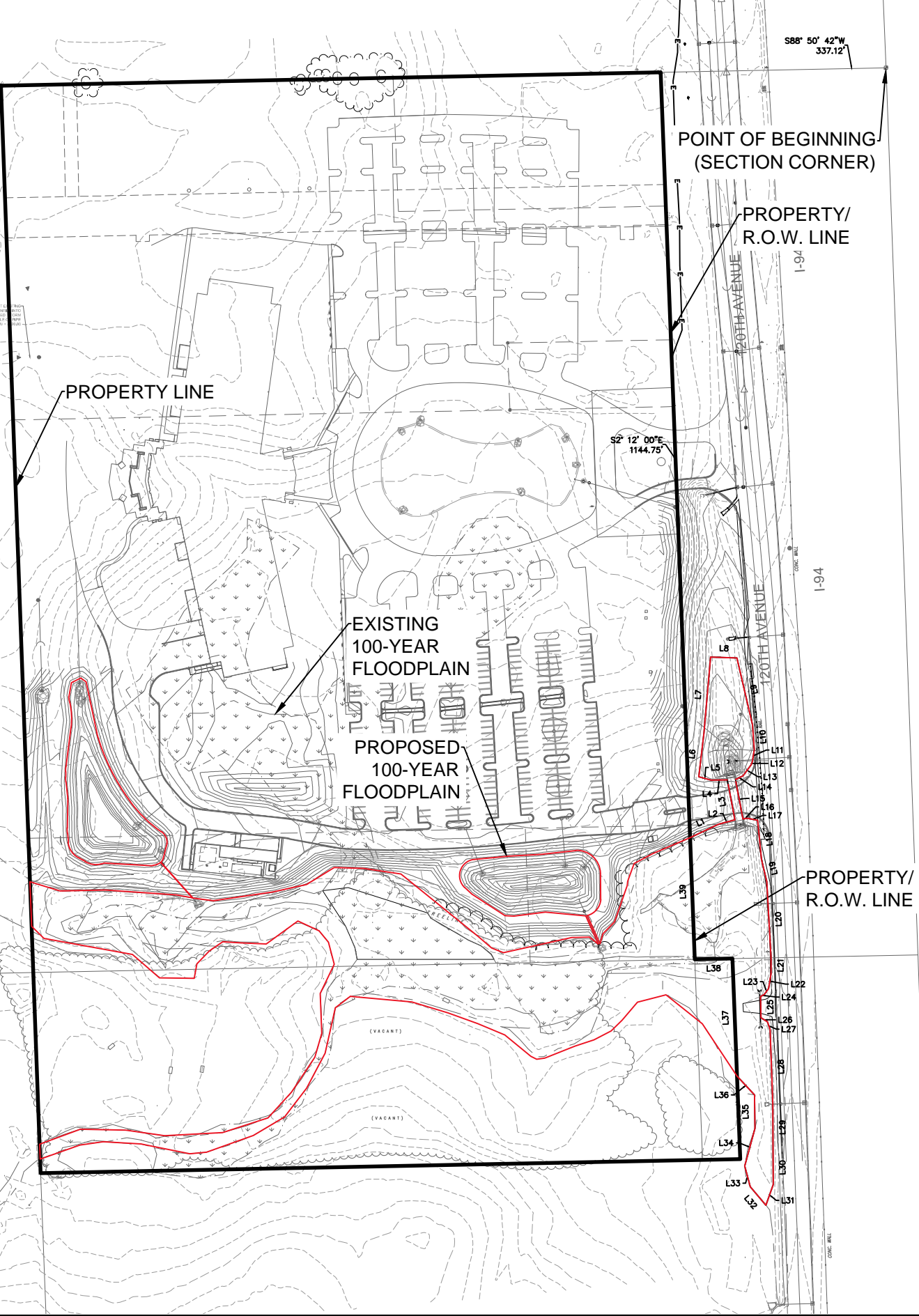
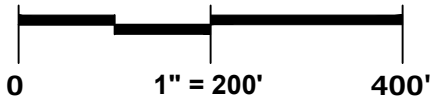
PEG JOB# 119.00A

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L1	46.959	N65° 08' 44.66"E	
L2	25.576	N74° 37' 29.43"E	
L3	60.767	N10° 47' 03.52"W	
L4	24.526	S88° 47' 45.01"W	
L5	19.093	N73° 59' 16.67"W	
L6	65.440	N6° 53' 00.92"E	
L7	114.261	N5° 01' 09.79"E	
L8	39.442	S87° 59' 10.88"E	
L9	102.472	S13° 05' 10.40"E	
L10	37.555	S4° 16' 09.10"E	
L11	18.138	S10° 15' 28.40"W	
L12	4.721	S17° 54' 01.33"W	
L13	20.733	S36° 36' 47.77"W	
L14	12.454	S64° 12' 59.17"W	
L15	59.779	S10° 47' 03.52"E	
L16	6.224	N82° 59' 44.66"E	
L17	16.150	S79° 39' 15.52"E	
L18	58.589	S5° 15' 24.05"E	
L19	34.208	S13° 42' 33.87"E	
L20	114.126	S3° 16' 19.93"E	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L21	23.638	S0° 29' 58.59"W	
L22	22.870	S9° 03' 35.39"W	
L23	10.476	S36° 20' 47.51"W	
L24	6.622	S59° 36' 24.46"W	
L25	31.722	S1° 19' 40.30"E	
L26	11.376	S57° 58' 16.61"E	
L27	12.538	S18° 13' 14.53"E	
L28	111.165	S2° 05' 23.22"E	
L29	69.400	S0° 06' 15.99"E	
L30	50.866	S0° 26' 13.40"E	
L31	32.815	S19° 13' 05.05"W	
L32	36.396	N40° 28' 26.42"W	
L33	31.979	N15° 03' 09.07"W	
L34	58.597	N15° 23' 39.20"E	
L35	49.974	N0° 51' 33.93"W	
L36	38.481	N42° 50' 47.69"W	
L37	175.740	N2° 15' 26.00"W	
L38	56.405	S88° 51' 03.30"W	
L39	182.097	N2° 11' 59.96"W	

WISCONSIN
MATTHEW A. CAREY
E-42070-6
MILWAUKEE, WI
PROFESSIONAL ENGINEER
12/4/17

GRAPHICAL SCALE (FEET)





Federal Emergency Management Agency

Washington, D.C. 20472

March 21, 2019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable John Steinbrink
Village of Pleasant Prairie Board President
8640 88th Avenue
Pleasant Prairie, WI 53158

IN REPLY REFER TO:

Case No.: 18-05-1772P
Follows Conditional
Case No.: 15-05-7428R
Community Name: Village of Pleasant Prairie, WI
Community No.: 550613
Effective Date of
This Revision: **August 9, 2019**

Dear President Steinbrink:

The Flood Insurance Study Report and Flood Insurance Rate Map for your community have been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Chicago, Illinois, at (312) 408-5500, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/business/nfip>.

Sincerely,

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

RECEIVED

MAR 29 2019

List of Enclosures:

PLEASANT PRAIRIE

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map
Annotated Flood Insurance Study Report

cc: The Honorable Michael Farrell
President
Village of Bristol

Ms. Michelle Staff, CFM
State NFIP Coordinator
Wisconsin Department of Natural Resources

Ms. Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie

Mr. Matthew A. Carey, P.E.
Project Manager
Pinnacle Engineering Group, LLC

Mr. Randy Kerkman
Village Administrator
Village of Bristol

Follows Conditional Case No.: 15-05-7428R



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	Village of Pleasant Prairie Kenosha County Wisconsin	CULVERT DETENTION BASIN EXCAVATION FILL	FLOODWAY HYDRAULIC ANALYSIS HYDROLOGIC ANALYSIS NEW TOPOGRAPHIC DATA
	COMMUNITY NO.: 550613		
IDENTIFIER	Uline H2 Facility	APPROXIMATE LATITUDE & LONGITUDE: 42.513, -87.955 SOURCE: Other DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM* NO.: 55059C0189D DATE: June 19, 2012		DATE OF EFFECTIVE FLOOD INSURANCE STUDY: March 07, 2017 PROFILE: 91P FLOODWAY DATA TABLE: 9	

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map

FLOODING SOURCE & REVISED REACH

Unnamed Tributary No. 1E to Des Plaines River - From just downstream of 120th Avenue to approximately 2,600 feet upstream of 120th Avenue.

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Unnamed Tributary No. 1E to Des Plaines River	Zone AE	Zone AE	YES	YES
	Zone X (shaded)	Zone X (shaded)	YES	YES
	BFEs*	BFEs	YES	YES
	Floodway	Floodway	YES	YES

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

18-05-1772P

102-I-A-C



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 550595 **Name:** Village of Bristol, Wisconsin

AFFECTED MAP PANELS

TYPE: FIRM NO.: 55059C0189D DATE: June 19, 2012

AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT

DATE OF EFFECTIVE FLOOD INSURANCE STUDY: March 7, 2017
PROFILE: 91P
FLOODWAY DATA TABLE: 9

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Rick F. Sacbibit".

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance discharges computed in the submitted hydrologic model. Future development of projects upstream could cause increased discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on discharges and could, therefore, indicate that greater flood hazards exist in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

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Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

This revision has met our criteria for removing an area from the 1-percent-annual-chance floodplain to reflect the placement of fill. However, we encourage you to require that the lowest adjacent grade and lowest floor (including basement) of any structure placed within the subject area be elevated to or above the Base (1-percent-annual-chance) Flood Elevation.

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Mary Beth Caruso
Director, Mitigation Division
Federal Emergency Management Agency, Region V
536 South Clark Street, Sixth Floor
Chicago, IL 60605
(312) 408-5500

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

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Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

PUBLIC NOTIFICATION OF REVISION

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below, and through FEMA's Flood Hazard Mapping website at https://www.floodmaps.fema.gov/fhm/bfe_status/bfe_main.asp

LOCAL NEWSPAPER

Name: *Kenosha News*

Dates: April 4, 2019 and April 11, 2019

Within 90 days of the second publication in the local newspaper, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

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Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

18-05-1772P

102-I-A-C

FLOODING SOURCE		FLOODWAY					1-PERCENT-ANNUAL-CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD 88)		
CROSS SECTION	DISTANCE	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	WIDTH REDUCED FROM PRIOR STUDY (FEET)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
UNNAMED TRIBUTARY NO. 1E TO DES PLAINES RIVER	6,864 ¹	250	386	0.9	0	676.5	676.5	676.5	0.0
	7,387 ¹	112	116	3.1	0	677.3	677.3	677.3	0.0
	8,601 ¹	62	110	3.3	0	686.9	686.9	686.9	0.0
	9,340 ¹	93	127	2.9	0	693.2	693.2	693.2	0.0
	9,852 ¹	106	201	1.8	0	698.6	698.6	698.6	0.0
	10,237 ¹	10	19	7.8	0	698.9	698.9	698.9	0.0
	10,326 ¹	10	35	4.1	0	700.9	700.9	700.9	0.0
	10,436 ¹	5	21	6.9	0	702.1	702.1	702.1	0.0
	10,806 ¹	20	118	1.2	0	708.1	708.1	708.1	0.0
	10,944 ¹	18	102	1.4	0	708.3	708.3	708.3	0.0
	11,055 ¹	66	326	0.4	0	708.3	708.3	708.3	0.0
	12,156 ¹	53	39	3.7	0	712.4	712.4	712.4	0.0
	12,441 ¹	72	76	1.9	0	715.7	715.7	715.7	0.0
	13,011 ¹	28	27	5.4	0	722.3	722.3	722.3	0.0
	13,406 ¹	96	75	0.3	0	725.1	725.1	725.1	0.0
UNNAMED TRIBUTARY NO. 1F TO DES PLAINES RIVER			REVISED DATA						
	428 ²	38	55	2.5	0	692.7	692.7	692.7	0.0
	828 ²	35	44	3.1	0	696.6	696.6	696.6	0.0
	1,438 ²	150	86	1.6	0	704.6	704.6	704.6	0.0
	1,563 ²	16	24	5.7	0	707.1	707.1	707.1	0.0
	2,022 ²	8	22	6.3	0	708.8	708.8	708.8	0.0

¹FEET ABOVE CONFLUENCE WITH DES PLAINES RIVER, ²FEET ABOVE CONFLUENCE WITH UNNAMED TRIBUTARY NO. 1E TO DES PLAINES RIVER

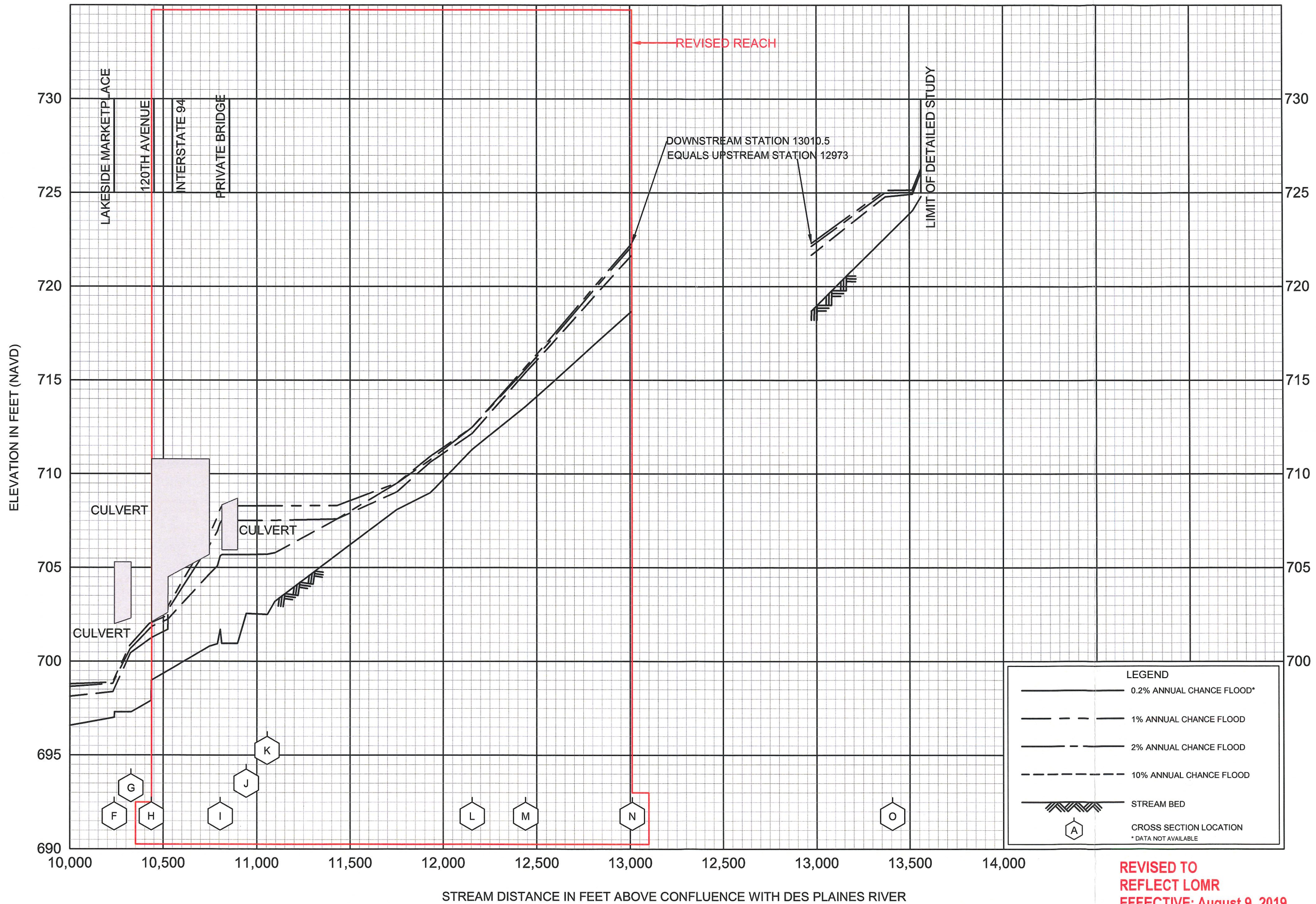
REVISED TO

REFLECT LOMR

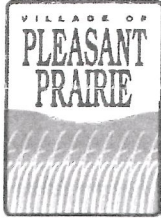
FLOODWAY DATA
EFFECTIVE: August 9, 2019

FEDERAL EMERGENCY MANAGEMENT AGENCY
KENOSHA COUNTY, WI
AND INCORPORATED AREAS

UNNAMED TRIBUTARY NO. 1E TO DES PLAINES RIVER - UNNAMED TRIBUTARY NO. 1F
TO DES PLAINES RIVER



REVISED TO
REFLECT LOMR
EFFECTIVE: August 9, 2019



COMPREHENSIVE PLAN AMENDMENT

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

Property Location: 12100 Uline PI

Legal Description: Lot 1 of CSM 2807

Tax Parcel Number(s): 91-4-121-254-0122

Check all that apply

☒ Land Use Plan Amendment:

To change the land use designation from Production and Manufacturing Industrial lands
to Park, Recreation and Other Open Space Lands with 100 year floodplain designations

☐ Neighborhood Plan Amendment to _____ Neighborhood

☐ Other Amendment to the Comprehensive Plan (specify) _____

Petitioner's interest in the requested amendment:

As a result of the completion of the floodplain boundary adjustment and final approval by FEMA (see attached), the land use map is proposed to be amended to reflect said adjustment.

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

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

PROPERTY OWNER:

Print Name: Brad Folkert, Route 165, LLC

Signature: *Brad Folkert*

Address: 12575 Uline Drive

Pleasant Prairie WI 53158

(City) (State) (Zip)

Phone: 262-612-4200

Fax: 262-612-4250

Email: BFolkert@Uline.com

Date: 06/27/19

Community Development Department, 9915 39th Avenue, Pleasant Prairie WI 53158

Rev. 1-17

APPLICANT/AGENT:

Print Name: Matt Carey, Pinnacle Eng. Group

Signature: *Matt Carey*

Address: 15850 W. Bluemound Road, STE 210

Brookfield WI 53005

(City) (State) (Zip)

Phone: 262-784-8888

Fax: 262-754-8850

Email: matt.carey@pinnacle-engr.com

Date: 06/27/19



CODE 1907-003

BY: _____



ZONING MAP AMENDMENT APPLICATION

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

Property Location: 12100 Uline Place

Legal Description: Lot 1 of CSM 2807

Tax Parcel Number(s): 91-4-121-254-0122

Existing Zoning District(s): M-5 and FPO

Proposed Zoning District(s): M-5 and FPO (as amended)

Proposed Use: Floodplain Boundary Adjustment

Compatibility with Adjacent Land Uses:

The zoning map amendment corrects the zoning map to reflect the completed floodplain boundary adjustment. See attached FEMA approval letter.

If the property is being zoned into multiple zoning classifications or only a portion of the property is being rezoned (i.e. wetlands area) then submit an exhibit with complete legal description of each zoning classification.

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

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

PROPERTY OWNER:

Print Name: Brad Folkert, Route 165, LLC

Signature: *Brad Folkert*

Address: 12575 Uline Drive

Pleasant Prairie WI 53158
(City) (State) (Zip)

Phone: 262-612-4200

Fax: 262-612-4250

Email: BFolkert@Uline.com

Date: 06/27/19

APPLICANT/AGENT:

Print Name: Matt Carey, Pinnacle Eng. Group

Signature: *Matt Carey*

Address: 15850 W. Bluemound Rd., STE 210

Brookfield WI 53005
(City) (State) (Zip)

Phone: 262-754-8888

Fax: 262-754-8850

Email: matt.carey@pinnacle-engr.com

Date: 06/27/19



ZONING TEXT AMENDMENT APPLICATION

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

Property Location: 12100 Uline Place
Legal Description: Lot 1 of CSM 2807
Tax Parcel Number(s): 91-4-121-254-0122
Amend Section(s): 420-131 I of the Village Zoning Ordinance

Purpose of Zoning Text Amendment:

To amend the floodplain ordinance to refernece the floodplain boundary adjustments. See attached FEMA approval letter

If a Planned Unit Development is proposed include a letter indicting the dimensional variations being requested a statement of Community Benefit as required by Chapter 420 of the Village Municipal Code

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

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

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

PROPERTY OWNER:

Print Name: Brad Folkert, Route 165, LLC
Signature: *Brad Folkert*
Address: 12575 Uline Drive
Pleasant Prairie WI 53158
(City) (State) (Zip)
Phone: 262-612-4200
Fax: 262-612-4250
Email: BFolkert@Uline.com
Date: 06/27/19

APPLICANT/AGENT:

Print Name: Matt Carey, Pinnacle Eng. Group
Signature: *Matt Carey*
Address: 15850 W. Bluemound Rd., STE 210
Brookfield WI 53005
(City) (State) (Zip)
Phone: 262-754-8888
Fax: 262-754-8850
Email: matt.carey@pinnacle-engr.com
Date: 06/27/19

Code 1907-005

Consider an updated **Master Conceptual Plan** for the continued development of Main Street Market generally located at the northeast corner of STH 31 (Green Bay Road) and STH 165 (104th Street).

Recommendation: On September 9, 2019, the Plan Commission held a public hearing and recommended that the approve the Master Conceptual Plan subject to the comments and conditions of the September 16, 2019 Village Staff Report.

Consider a **Certified Survey Map** to subdivide land within the Main Street Market development generally located at the northeast corner of STH 31 (Green Bay Road) and STH 165 (104th Street) for future development.

Recommendation: Plan Commission recommends that the Village Board approve the Certified Survey Map subject to the comments and conditions of the September 16, 2019 Village Staff Report.

VILLAGE STAFF REPORT OF SEPTEMBER 16, 2019

Consider an updated **Master Conceptual Plan** for the continued development of Main Street Market generally located at the northeast corner of STH 31 (Green Bay Road) and STH 165 (104th Street).

Consider a **Certified Survey Map** to subdivide land within the Main Street Market development generally located at the northeast corner of STH 31 (Green Bay Road) and STH 165 (104th Street) for future development.

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

The Main Street Market commercial development is located at the northeast corner of STH 31 (Green Bay Road) and STH 165 (104th Street) and is being developed by Main Street Development LLC (Bear Development). The Village has been working with the developer on this project for the past several years. At this time, the owner is proposing to update the Master Plan to identify the location of a new user in their development and to create a Certified Survey Map.

Previous Village Approvals:

- On December 4, 2018 the Village Board conditionally approved a **Master Conceptual Plan** for the proposed Main Street Market development which included 9 buildings including six (6) multi-tenant/retail/restaurant buildings a grocery store and a gasoline station and C Store.
- This Master Conceptual Plan was a refinement of the **Neighborhood Plan Amendment** (Ord. #17-48) conditionally approved by the Village Board on October 2, 2017 for a portion of the Highpoint Neighborhood Plan for the commercial development.
- On February 5, 2018 the Village Board of Trustees approved the **Project Plan for TID #6 for Main Street Market public infrastructure.**
- On April 16, 2018 the Village Board approved **Main Street Market Planned Unit Development Ordinance** (Ord. #18-14), the development's first **Certified Survey Map** and approved the **Development Agreement** related to the required public improvements for the Development of Main Street Market. This Agreement also sets forth the Developer's obligations to construct the required Traffic Impact Analysis (TIA) identified public/private improvements. In addition, the approval included the Main Street Market Declaration of Development Standards and Protective Covenants.
- On October 1, 2018, a **Memorandum of Understanding (MOU)** regarding the construction of Main Street Market TIA Improvements along STH 165, Old Green Bay Road and STH 31 in the Village was executed.

As noted in the MOU, there will be no direct private driveway access to the development lots to/from STH 165, Old Green Bay Road and STH 165. Main Street, a future east/west public roadway is proposed to extend between STH 31 and Old Green Bay Road. Four (4) private development driveways are proposed to connect to Old Green Bay Road. The detailed engineering plans for the widening of Green Bay Road and STH 165 and the STH 165/Old Green Bay Road intersection and Main Street are now finalized and have been provided to the Village and WI DOT for their final review, approval and right-of-way land acquisition for the Old Green Bay Road widening. The acquisition of additional right-of-way from adjacent landowners on the south side of STH 165 has been completed by the developer.

Old Green Bay Road will be re-constructed with an urban cross section with curb and gutter and public sidewalks/pedestrian ways. A new signalized intersection will be constructed at Old Green Bay Road and STH 165. A second new signalized intersection is proposed at STH 31 at future Main Street. Roadway cross section requirements have been defined which include bicycle and pedestrian accommodations. It is anticipated that the work on STH 165 and Old Green Bay Road including the intersection will be started in late spring of 2020.

- On June 25, 2018, **Final Site and Operational Plans** were conditionally approved by the Plan Commission for Froedtert South Medical Office Building, the first building to be constructed and completed within the Main Street Market development.
- Work is ongoing to complete an Environmental Assessment document for the Transportation Economic Assistance Grant being considered by the WI Department of Transportation.

At this time the developer is requesting approval of a revised and updated Master Conceptual Plan for the Main Street Market development and the approval of a Certified Survey Map. This update specifically includes revised preliminary civil plans specifically looking at the building placement and parking/driveway lot revisions for a Kwik Trip gas station/convenience store to be located north and east of the Froedtert South Medical Office Building (instead of north of Main Street). *The Kwik Trip Site and Operational Plans including all of the detailed building, landscaping, lighting, mechanical, signage and fire protection plans and building elevations, a Conditional Use Permit and a Digital Security Imaging System pursuant to the Village Zoning Ordinance requirements are still required to be submitted and approved by the Plan Commission for the Kwik Trip facility.*

Notes regarding the Kwik Trip use:

-the B-2 District does not allow for a 24 hour gasoline/convenience store, therefore the gas station/convenience store user shall comply with standard Village business operational hours and be closed between 12:00 a.m. and 5:00 a.m.

-the gas station would not be allowed to have semi-trucks, semi-truck cabs, trailers, or tractor trailers or other large trucks idle, fuel or park at this gas station/convenience store site.

-due to the proximity of the Meadowlands multi-family residential condominium development located across Old Green Bay Road to the east, the building and parking lot lighting shall be carefully evaluated to ensure that the lights are cut-off fixtures, shielded and directed downward and do not cause a nuisance for the adjacent residential condominiums.

- due to the proximity of the Meadowlands multi-family residential condominium development located across Old Green Bay Road to the east, the signage and its lighting shall be carefully evaluated to ensure that the building, canopy and monument signage lighting is shielded and directed downward and do not cause a nuisance for the adjacent residential condominiums.

- due to the proximity of the Meadowlands multi-family residential condominium development located across Old Green Bay Road to the east, the height of the gasoline canopy shall be evaluated for a maximum height (no higher than the Kwik Trip on 72nd Avenue) and its lighting shall be carefully evaluated to ensure that the canopy under mount lighting does not glare and the canopy signage does not cause a nuisance for the adjacent residential condominiums.

Note: The revised master plan includes the following possible uses: medical office building (existing), gas station and convenience store (proposed), office, retail grocery, restaurant, service and pharmacy.

Pursuant to the revised Master Conceptual Plan, a **Certified Survey Map** is proposed to dedicate the Main Street right-of-way between STH 31 and Old Green Bay Road and to create four (4) additional lots:

Outlot 1 is 1.79 acres and will include the current storm water retention basin facility. There is no direct access to/from STH 31 or STH 165 to Outlot 1. Shared driveway access to/from Old Green Bay Road to the Main Street Market Outlot 1 will be allowed per the approved Plan.

Lot 5 is 2.22 acres with frontage on Old Green Bay Road and is proposed to be purchased and developed by Kwik Trip for a gasoline/car wash facility as shown on the Master Conceptual Plan. The small, artificial wetland area on Lot 5 is intended to be filled and permits are being obtained from the WI DNR and US ACOE. There is no direct driveway access solely to the future Kwik Trip site from Old Green Bay Road. Shared driveway access to/from Old Green Bay Road to the Main Street Market Lot 5 and the other Lots will be allowed per the approved Plan.

Lot 6 is 6.47 acres with frontage on Old Green Bay Road, Main Street and STH 31. It is likely that this lot could be further subdivided or developed as one parcel with multiple buildings including a 6,000 and 7,500 square foot retail/restaurant buildings and a 29,000 square foot office/retail or grocery building with access from Old Green Bay Road. There is no direct access from Lot 6 to/from STH 31. Shared driveway access to/from Old Green Bay Road to the Main Street Market Lot 6 and the other Lots will be allowed per the approved Plan.

Lot 7 is 3.04 acres with frontage on Old Green Bay Road, Main Street and STH 31. There is no identified user for this lot at this time however the Master Conceptual Plan indicates at 14,450 square foot office/commercial building with access to Old Green Bay Road. Access will be allowed per the approved Plan.

Cross access and parking between all Main Street Market lots shall be required.

Recommendations:

Plan Commission recommends approval of the Master Conceptual Plan subject to the above comments and the following conditions:

1. The Master Conceptual Plan conditional approval will be valid for a period of one (1) year.
3. Public and private improvements are required to be installed pursuant to the current Development Agreement and final Village and WI DOT approved plans.
4. The development shall be in compliance with the Main Street Market Declaration of Development Standards and Protective Covenants and the Main Street Market Planned Unit Development Ordinance.
5. Detailed Site and Operational Plans including a Conditional Use Permit, site plans, civil plans, drainage and grading plans, building plans, lighting plans, landscape plans, signage plans, elevations and all other required plans and documents pursuant to the Site and Operational Plan requirement (Article IX of Chapter 420 of the Village Municipal Code) shall be submitted for each individual site.
6. Written approvals from the WI DNR and US ACOE to fill the artificial wetlands on the Lot 5 shall be submitted to the Village.

7. A Digital Security Imaging System (DSIS) shall be installed for each use throughout this development with exterior cameras in accordance with the security requirements of Chapter 410 of the Village Municipal Code. A DSIS Agreement and recorded DSIS Access Easement will be required for all uses.
8. As sites are developed the Conceptual Master Plan shall be updated, as needed, when changes are being made, to incorporate the detailed plans as a part of the Site and Operational Plan set.
9. As development plans continue to progress the following comments and conditions shall be addressed.
 - a. Based upon the uses proposed provide a table that illustrates that adequate parking is being provided. As each site is developed, the site will be evaluated for adequate on-site parking. As sites are developed the Conceptual Master Plan shall be updated to incorporate the detailed plans. There is no right-of-way parking allowed on Old Green Bay Road, STH 165, STH 31 or Main Street.
 - b. Correct the square footage of the Kwik Trip building on the Conceptual Plan to reflect 11,000 square feet (not 26,000 square feet).
 - c. Interconnecting sidewalks and pedestrian walkways shall be shown throughout the entire site, especially leading up to the proposed entrances of the buildings. In addition, a sidewalk shall be extended along the north and south side of Kwik Trip property to connect their sidewalk to Old Green Bay Road and access to Kwik Trip shall be reduced as shown on the **attached**.
 - d. Detailed Civil Engineering Plans shall be submitted for review and approval.
 - e. The entire site shall be provided curb and gutter.
 - f. All sites shall have parking lot island plantings, foundation plantings or foundation planters.
 - g. All commercial buildings shall install a sanitary sewer sampling manhole per the Village specifications. All sampling manholes shall be in paved areas that are outside of parking stalls or heavy traffic areas. Locations shall allow for the sewer sampling vehicle and personnel to access for a period of time. The Sampling manhole for Building A shall be relocated to a paved area—relocate the sampling manhole to a paved area at loading dock vicinity.
 - h. All garbage dumpsters are required to be connected and integral to the building.
 - i. All sides of the proposed future commercial buildings shall be designed and constructed in a manner that is architecturally and aesthetically pleasing.
 - j. The buildings in the development shall be presented showing high quality architecture and brick, stone and other maintenance free building materials. 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. Monotony of building materials shall be avoided.
 - k. Verify that the Main Street Market Association has been created/recorded, budget prepared, assessments being collected and their obligations clearly explained and agreed to by the Lot owners.
 - l. Show location of any proposed outdoor seating areas.

- m. All downspouts for all proposed buildings within the development shall be internal to the building and interconnected to the private storm sewer system and cut off at grade and covered (not showing the white/blue or black PVC piping above grade. (Show on the required Site and Operational Plans).
 - n. Each handicapped accessible 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. Consistent (the same) colors, heights, sizes and color temperatures for the pavement markings and parking lot lights with the first user (Froedtert).
 - o. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view.
 - p. Provide details on the Master Development monument signage.
8. All grading and other work impacting the adjacent STH 31 and STH 165 roadways shall be approved with permits granted by the WI DOT. Copies of State permits shall be provided to the Village prior to issuance of Village permits.
 9. All grading impacting other work within Old Green Bay Road will require Work in the Right-of-Way permits from the Village DPW.
 10. 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.
 11. Real Estate Marketing Signs and/or Temporary Development Signs are permitted only by permit pursuant to the requirements of Article X of Chapter 420.
 12. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.
 13. Municipal connection fees shall be paid prior to the connections of each building to the sanitary sewer system.
 14. Developments shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
 15. Impact fees pursuant to Chapter 181 of the Village Code shall be paid at time of building permit for each development site.
 16. Street trees shall be the ongoing maintenance obligations of the abutting Lot owners. Mowing and maintenance of the grassy right-of-way terrace areas are the obligations of the adjacent lot owners.

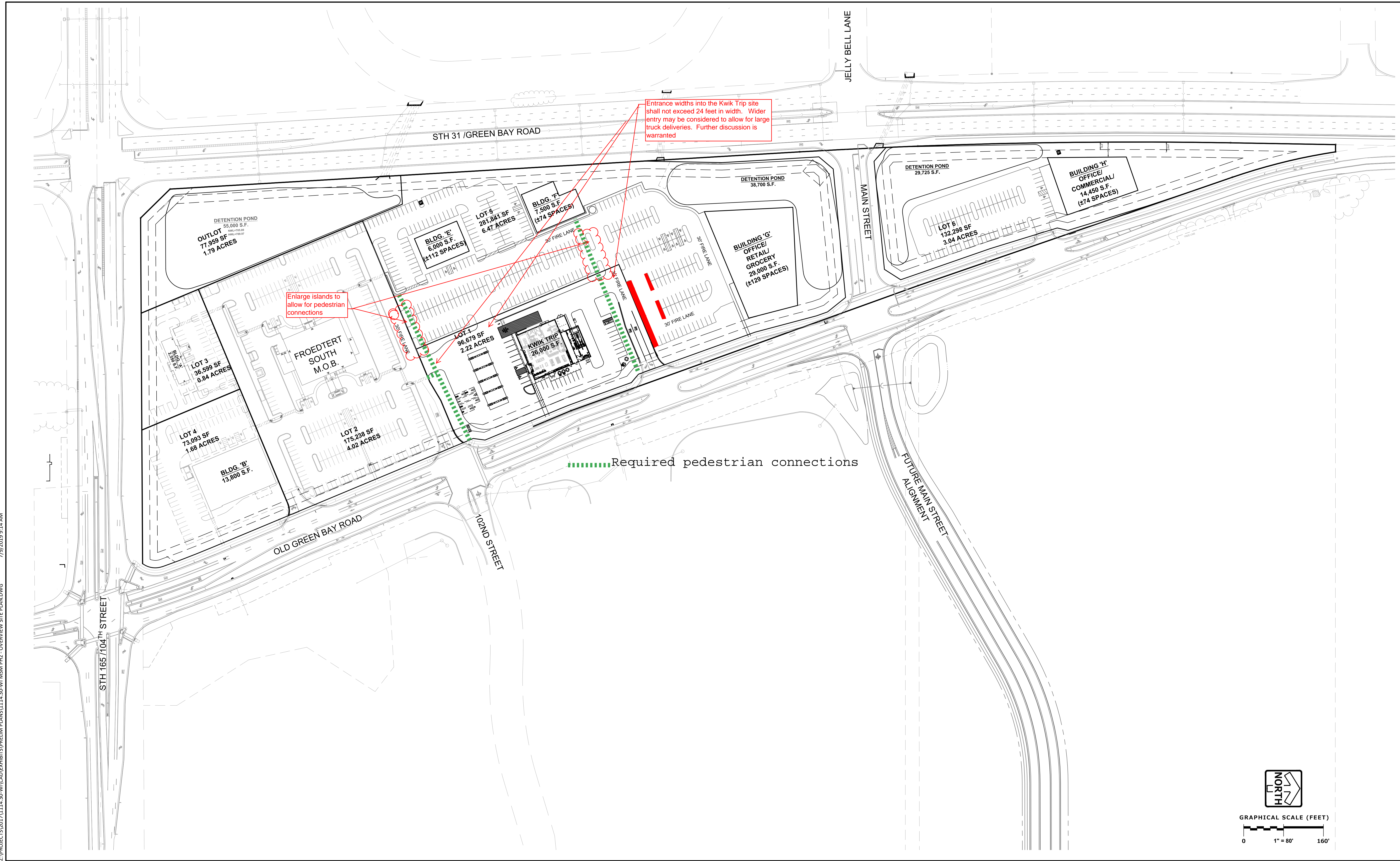
Plan Commission recommends approval of the CSM subject to the above comments and the following conditions:

1. Easements will need to be shown on the CSM and dedicated for the sanitary, water, and storm water facilities to service the Kwik Trip site (Lot 5 of the CSM). Detailed civil engineering plans will need to be provided and approved prior to the easement dedications.
2. Additional easements may be required in the future depending on how and when Lots 6 and 7 are developed.
3. Any outstanding taxes, special assessments or invoices shall be paid prior to the

Village executing and the developer recording the Certified Survey Map. Pursuant to the Village Finance Department there are no outstanding taxes of special assessments on this property.

4. A recorded copy of the CSM shall be provided to the Village upon recording at the Kenosha County Register of Deeds Office.

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MASTER CONCEPTUAL PLAN APPLICATION

For Commercial and Industrial Projects

Name of Business: Main Street Market
Site Address: Old Green Bay Road & STH 165 Suite #: _____
Tax Parcel Number: 92-4-122-223-0111
Zoning District(s): B-2 Planned Unit Development
Name of Development: Main Street Market
Estimate Start date: _____ Estimate Completion Date of entire project: _____

Detailed Description of the Proposed Project and Use:

Main Street Development, LLC is submitting revisions to the approved Conceptual Plan at Main Street Market to accommodate a Kwik Trip Convenience Store and Fueling Station. Based on the specific use and further civil engineering design efforts, including off-site roadway design and storm water design, Phase II of the project has been updated,

Detailed Description of any known Company/Tenants:

Froedert South Medical Office (existing)
Kwik Trip (proposed)

Select All that Apply

- ☒ The Development will be constructed in 3 phase(s)
- ☒ The Development abuts or adjoins State Trunk Highway STH 31
- ☐ The Development abuts or adjoins County Trunk Highway _____
- ☐ The Development abuts the Kenosha County Bike Trail

SITE AND BUILDING INFORMATION

Lot Area: 22 acres ac. Total Impervious Surface Area: _____ sq. ft.
Total Landscape Area: _____ sq.ft. Site % of Open Space _____ %
Number of Buildings within the development proposed: 8
Building #1 Area: (A) 2350 sq. ft. Building #1 Height: _____ ft.
Building #2 Area: (B) 13800 sq. ft. Building #2 Height: _____ ft.
Building #3 Area: Frederick 50,000 sq. ft. Building #3 Height: _____ ft.
Building #4 Area: Kwik Trip 11,000 sq. ft. Building #4 Height: _____ ft.
Building #5 Area: (E) 6000 sq. ft. Building #5 Height: _____ ft.
Building #6 Area: (F) 7500 sq. ft. Building #6 Height: _____ ft.
Building #7 Area: (G) 29000 sq. ft. Building #7 Height: _____ ft.
Building #8 Area: (H) 14,450 sq. ft. Building #8 Height: _____ ft.
Building #9 Area: _____ sq. ft. Building #9 Height: _____ ft.
Building #10 Area: _____ sq. ft. Building #10 Height: _____ ft.

**If additional buildings are proposed attached a separate sheet.

ON-SITE PARKING/TRAFFIC INFORMATION

Total # of regular parking spaces (on-site): 822
Total # of handicapped accessible spaces (on-site): 16
Total # of truck parking spaces (on-site): _____ Total # of dock doors: _____
Anticipated automobile trips to and from the site (excluding trucks): Please see TIA
Number of daily average trips: _____ Maximum number of daily trips: _____
Anticipated truck trips to and from the site: Please see TIA
Number of daily average trips: _____ Maximum number of daily trips: _____

EMPLOYMENT AND OPERATIONAL INFORMATION

Proposed total number of full-time employees: TBD per uses
Proposed total number of part-time employees: TBD
Number of shifts: TBD
Hours (Open to the public): TBD
Delivery hours: _____

PUBLIC FACILITIES INFORMATION

Check all that apply:

- ☒ The property is serviced by Public Sanitary Sewer
- ☒ The property is serviced by Public Water
- ☒ The building is serviced by fire sprinklers

Maximum number of gallons/minute of water expected to be used per day is: _____

Is pre-treatment being proposed for sanitary sewer discharge? _____

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

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

- ☐ Factory Group F-1 (Moderate-hazard) _____ sq. ft.
- ☐ Factory Group F-2 (Low-hazard) _____ sq. ft.
- ☐ Storage Group S-1 (Moderate-hazard) _____ sq. ft.
- ☐ Storage Group S-2 (Low-hazard) _____ sq. ft.
- ☐ Business Group B _____ sq. ft.
- ☐ High-Hazard Group H _____ sq. ft.
- ☐ Other _____ sq. ft.

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

Typical goods and materials for retail, restaurant and office uses

Types of equipment or machinery to be used on site:

N/A

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

N/A

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

N/A

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

DSIS

Description of the methods to be used to maintain all buildings, structures, site improvements and sites in a safe, structurally sound, neat, well-cared-for and attractive condition:

Master Property owners association and
approved Declaration of Covenants and Restrictions

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

Lighting will be controlled to avoid light trespass.
Traffic has been analyzed in compliance with
WDOT TTA.
Stormwater management per Village specification.
Landscaping per Village requirements.

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

WDOT Off-Site Improvement permits.
WDNR NOI, Water: Sewer extensions
Village Development Permits
Fire Department review and requirements

PLANS AND OTHER ATTACHMENTS

- ☐ Three (3) full size and a PDF copy of the Master Conceptual Plan, which shall include at a minimum:
 - o Detailed and Dimensioned Site Plan
 - o Conceptual Engineering Plans
 - o Phasing Plan (if applicable)
 - o Floor Plans and Elevations
 - o Proposed Zoning District Change(s)
- ☐ Application Fee
- ☐ Any other information as specified by the Village

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

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

PROPERTY OWNER:

Print Name: Main Street Development, LLC (S.R. Mills)

Signature: 

Address: 4011 80th Street

Kenosha WI 53142

(City) (State) (Zip)

Phone: (262) 842-0556

Fax: _____

Email: dan@beardevelopment.com

Date: July 22, 2019

APPLICANT / AGENT:

Print Name: Bear Development, LLC (Dan Szczap)

Signature: 

Address: 4011 80th Street

Kenosha WI 53142

(City) (State) (Zip)

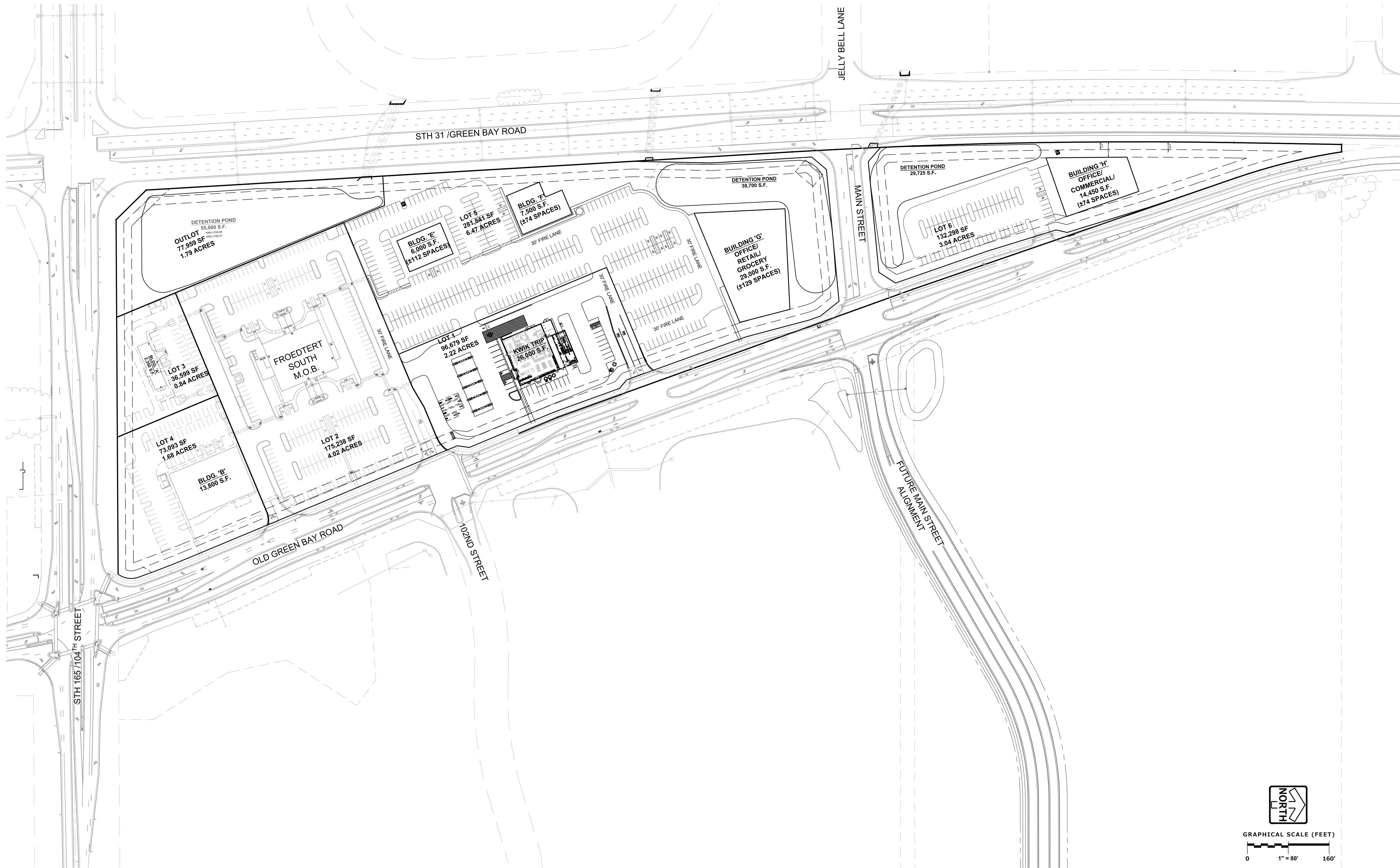
Phone: (262) 842-0556

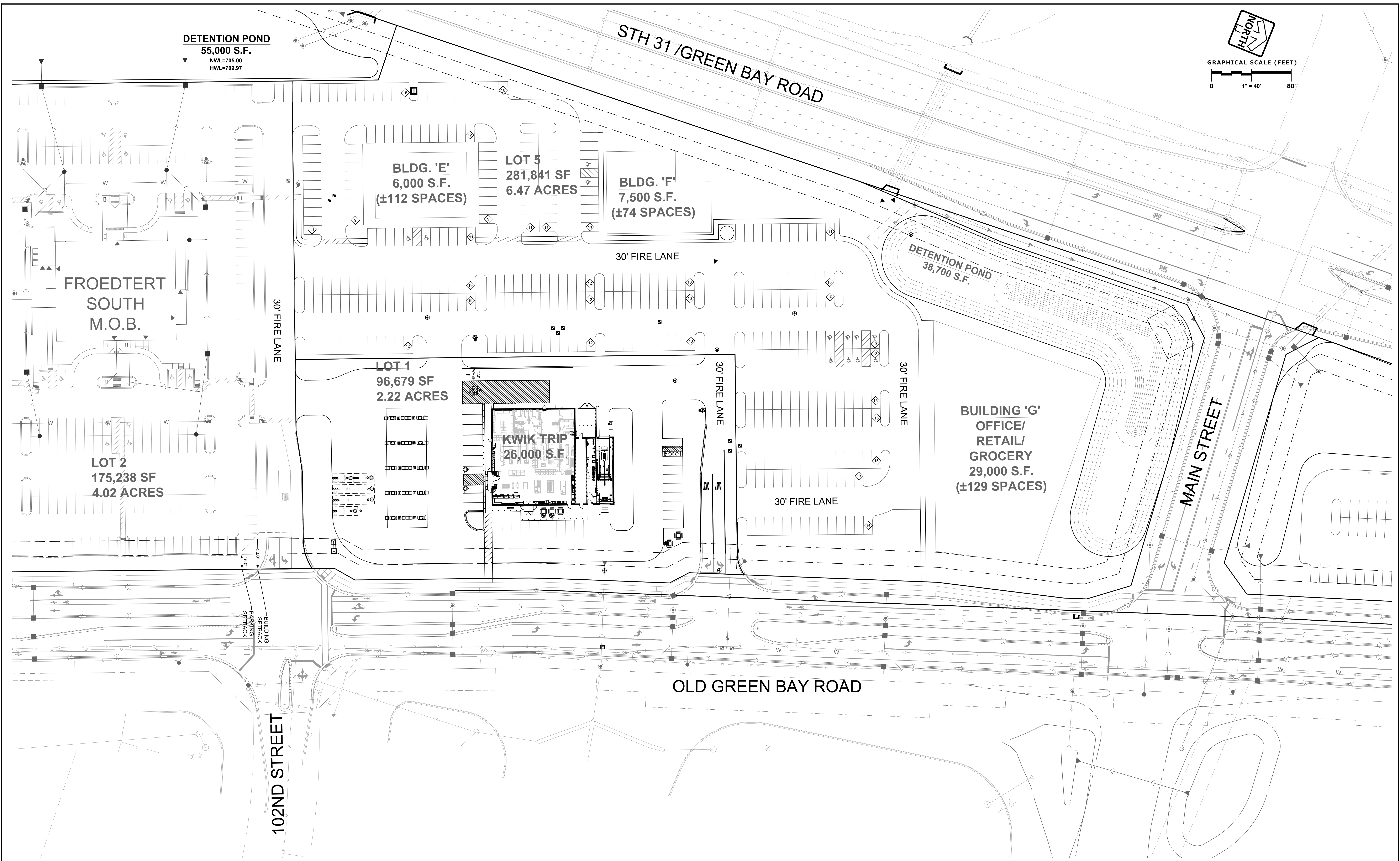
Fax: _____

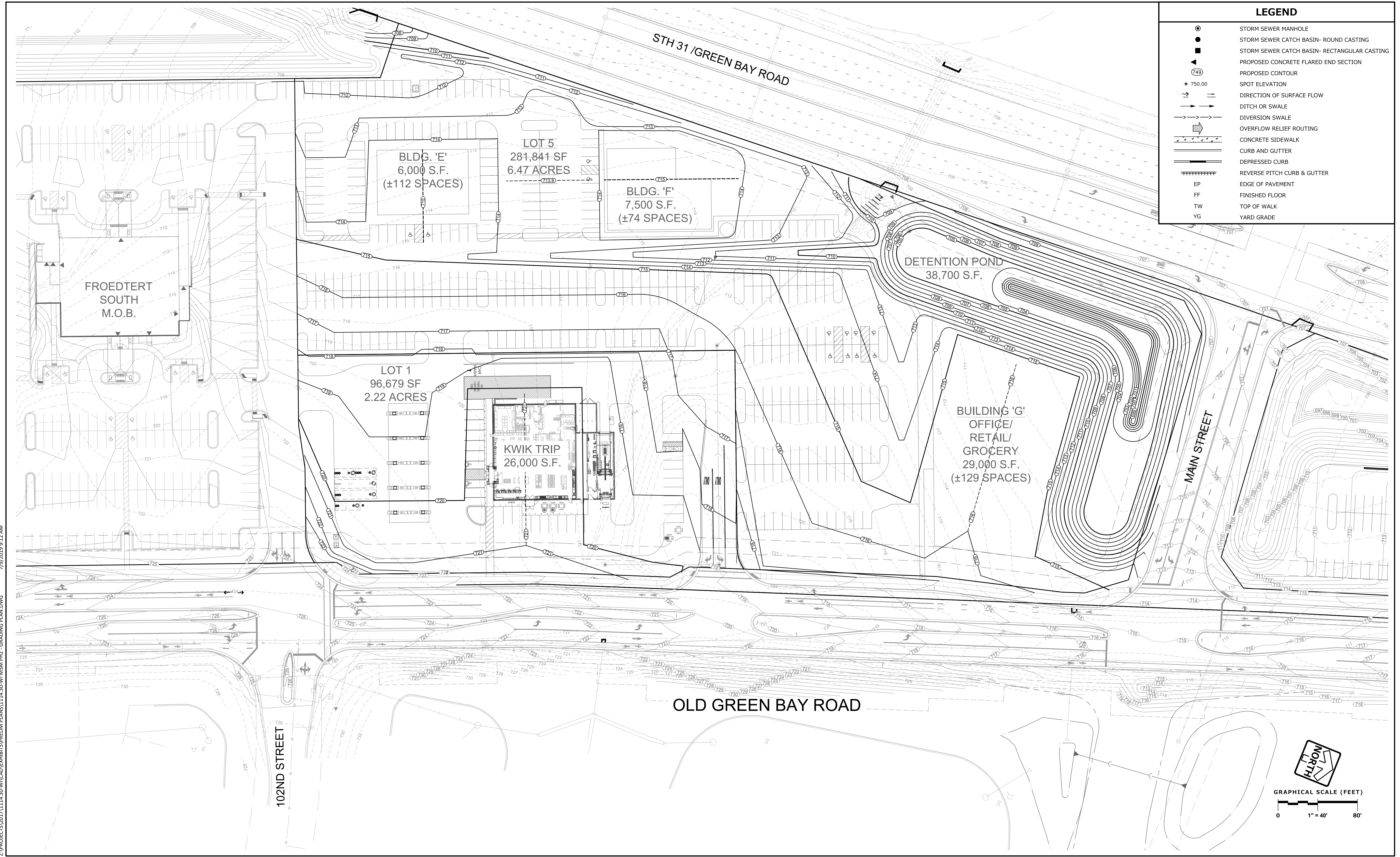
Email: dan@beardevelopment.com

Date: July 22, 2019

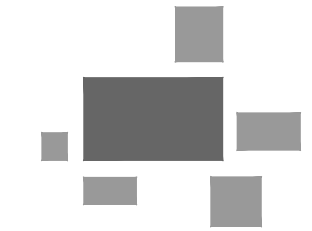
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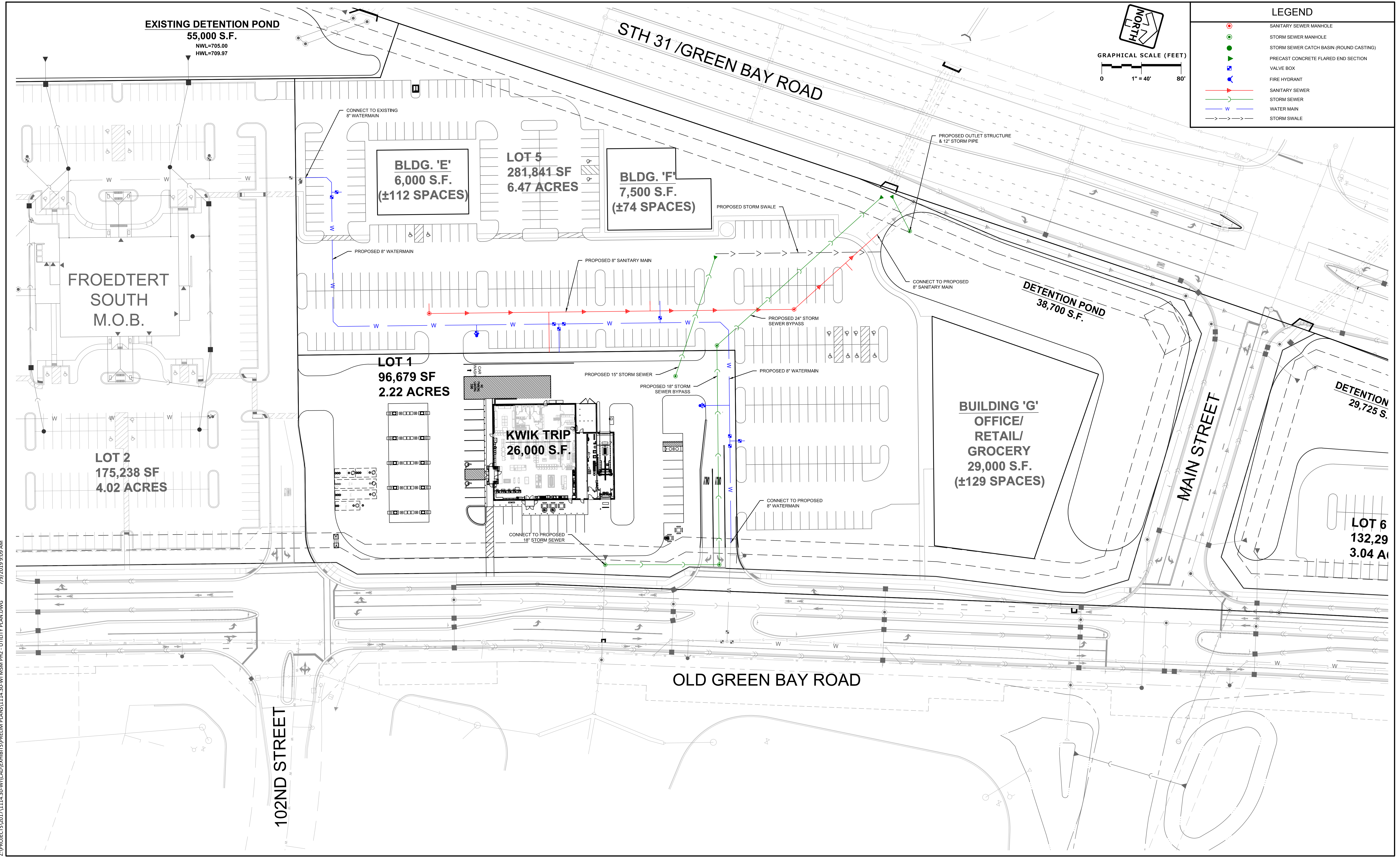






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CERTIFIED SURVEY MAP APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to subdivide the property with a Certified Survey Map (CSM) as hereinafter requested:

Property Location: Main Street Market- Old Green Bay Road& STH 165
Legal Description: Please see attached
Tax Parcel Number(s): 92-4-122-223-0111
Existing Zoning District(s): B-2 Planned Unit Development

Select all that apply:

- ☒ The property abuts or adjoins State Trunk Highway STH 31
☐ The property abuts or adjoins County Trunk Highway _____
☒ Municipal Sanitary Sewer is available to service said property
☒ Municipal Water is available to service said property

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

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

PROPERTY OWNER:

Print Name: Main Street Development, LLC (S.R. Mills)
Signature: _____
Address: 4011 80th Street
Kenosha WI 53142
(City) (State) (Zip)
Phone: (262) 842-0556
Fax: _____
Email: dan@beardevelopment.com
Date: July 22, 2019

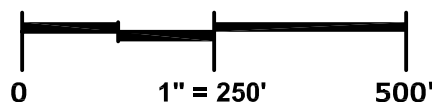
APPLICANT/AGENT:

Print Name: Bear Development, LLC (Dan Szczap)
Signature: _____
Address: 4011 80th Street
Kenosha WI 53142
(City) (State) (Zip)
Phone: (262) 842-0556
Fax: _____
Email: dan@beardevelopment.com
Date: July 22, 2019

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 1 of Certified Survey Map No. 2861
in the Southwest 1/4 and the Northwest 1/4 of the
Southwest 1/4 of Section 22, Township 1 North,
Range 22 East, Village of Pleasant Prairie,
Kenosha County, Wisconsin.

GRAPHICAL SCALE (FEET)



JULY 19, 2019

LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Found 3/4" Iron Rod, Capped
- ⊙ - Denotes Found 3/4" Iron Rod
- - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- ||||| - Denotes No Access

SEE SHEET 6
FOR VICINITY MAP
AND BOUNDARY
CURVE TABLE

SE CORNER
SW 1/4 SEC. 22
T1N, R22E
(FOUND CONC.
MON. WITH
BRASS CAP)

Tax Key Number:
92-4-122-223-0111

PEG JOB# 1114.30
SHEET 1 OF 11

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

Prepared By:

PINNACLE ENGINEERING GROUP

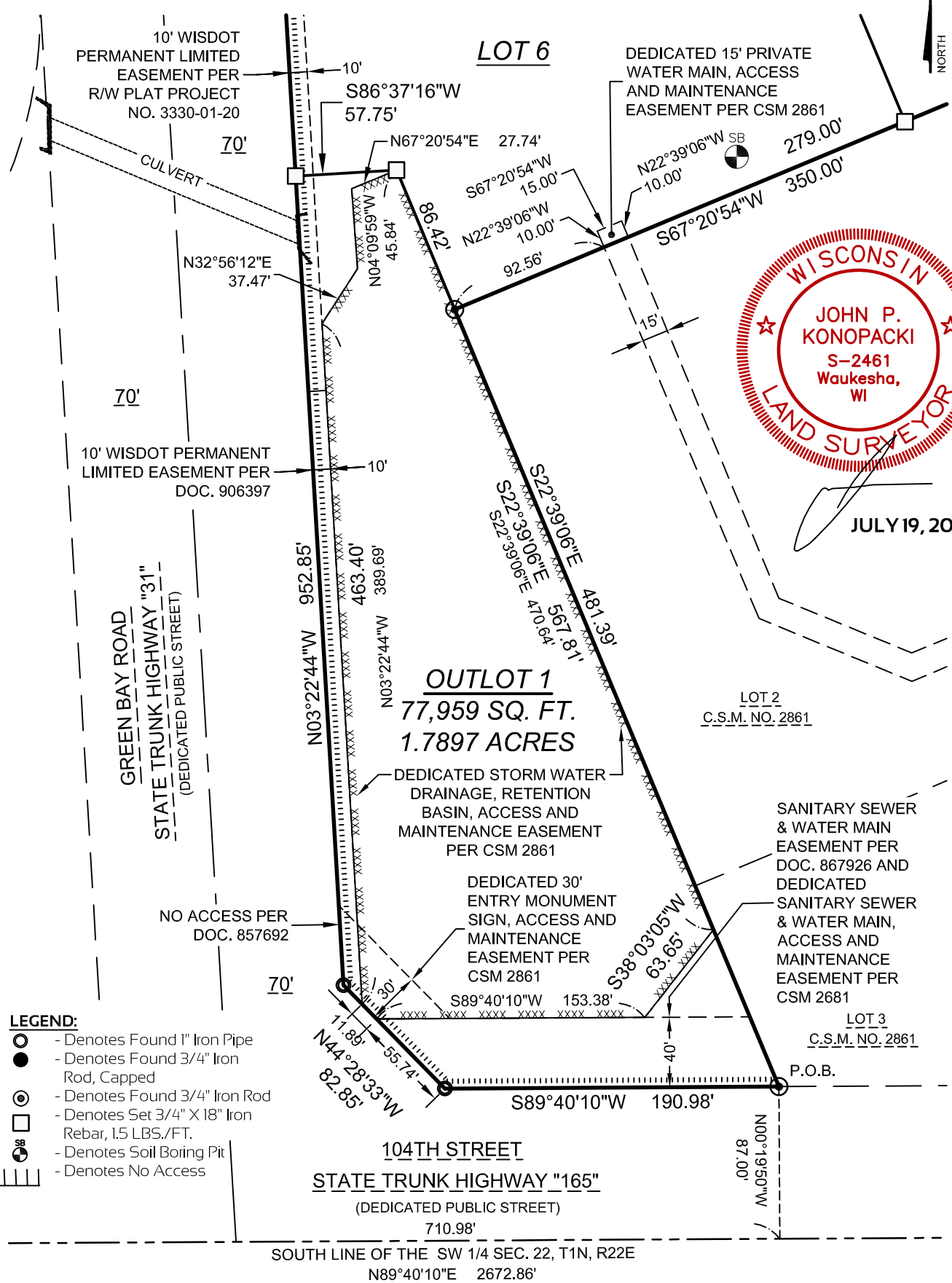
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

Prepared for:

MAIN STREET DEVELOPMENT, LLC
4011 80th Street
Kenosha, WI 53142

CERTIFIED SURVEY MAP NO. _____

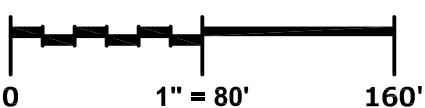
Being a part of Lot 1 of Certified Survey Map No. 2861 in the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.



JULY 19, 2019

- LEGEND:**
- Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod, Capped
 - Denotes Found 3/4" Iron Rod
 - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - Denotes Soil Boring Pit
 - Denotes No Access

GRAPHICAL SCALE (FEET)



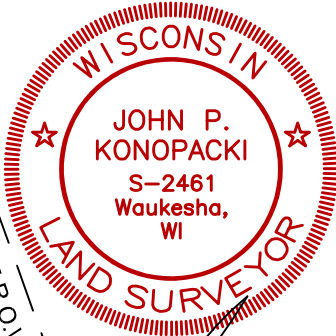
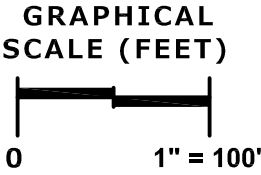
Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

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

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 1 of Certified Survey Map No. 2861 in the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

- LEGEND:**
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 - Denotes Found 3/4" Iron Rod
 - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - Denotes Soil Boring Pit
 - Denotes No Access

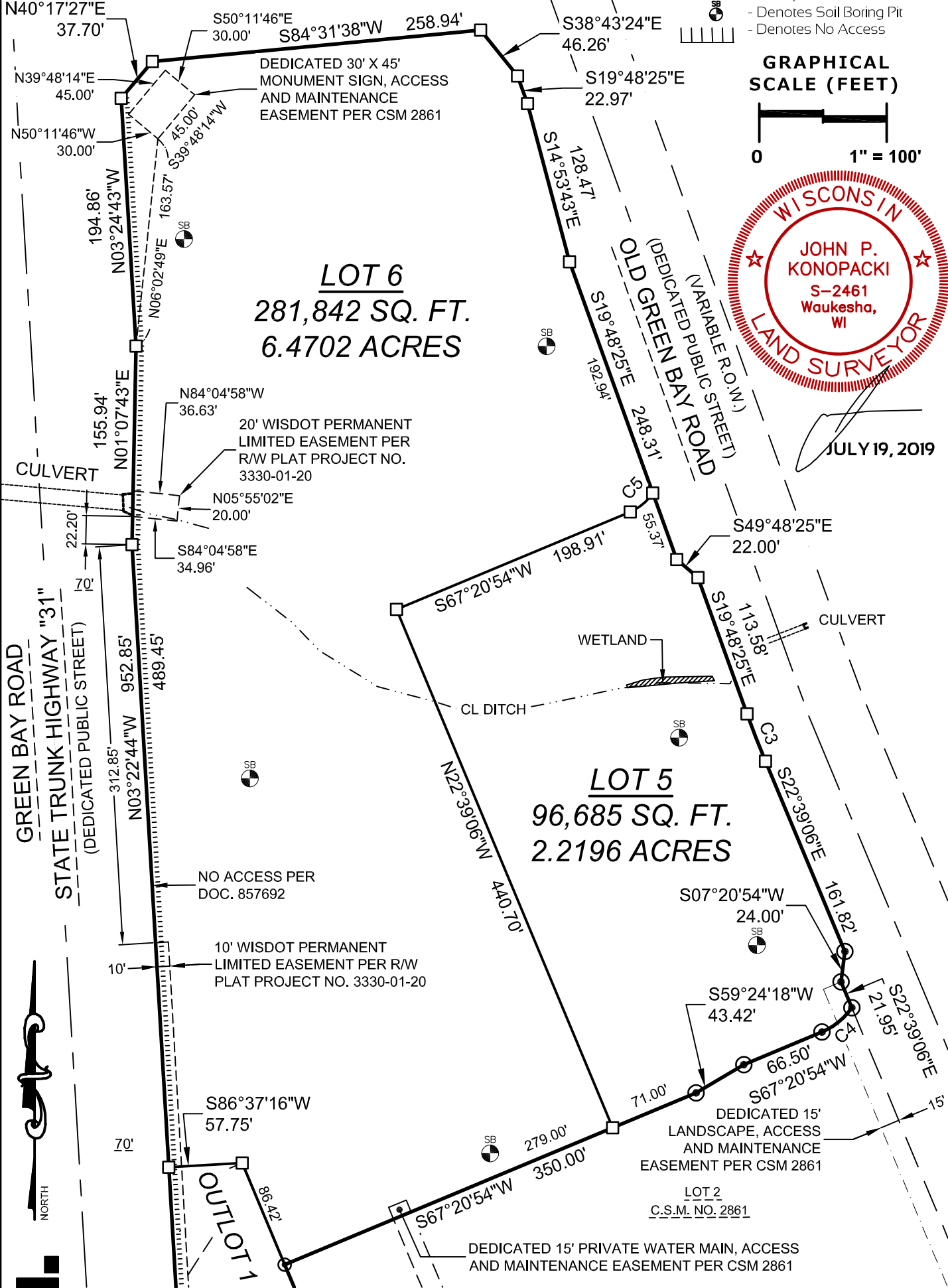


JULY 19, 2019

LOT 6
281,842 SQ. FT.
6.4702 ACRES

LOT 5
96,685 SQ. FT.
2.2196 ACRES

LOT 2
C.S.M. NO. 2861



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

**SEE SHEET 6 FOR
BOUNDARY
CURVE TABLE**

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

PEG JOB#1114.30
SHEET 3 OF 11

99TH STREET

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 1 of Certified Survey Map No. 2861 in the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

LEGEND:

- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Rod, Capped
- Denotes Found 3/4" Iron Rod
- Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- Denotes Soil Boring Pit
- Denotes No Access



JULY 19, 2019

GRAPHICAL
SCALE (FEET)

0 1" = 100'

SEE SHEET 6
FOR BOUNDARY
CURVE TABLE

LOT 7
132,249 SQ. FT.
3.0360 ACRES

20' SANITARY SEWER
EASEMENT PER DOCS.
1237594 & 1237596 AND
DEDICATED 20' SANITARY
SEWER, ACCESS AND
MAINTENANCE
EASEMENT PER CSM 2861

20' X 20' WISDOT
PERMANENT LIMITED
EASEMENT PER R/W PLAT
PROJECT 3330-01-20

MAIN STREET
(DEDICATED PUBLIC STREET)
N84°31'38"E 258.94'

LOT 6

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

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

PEG JOB#1114.30
SHEET 4 OF 11

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 1 of Certified Survey Map No. 2861 in the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided that part of Lot 1 of Certified Survey Map No. 2861, as recorded in the Register of Deeds office for Kenosha County as Document No. 1817634, being a part of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of the Southwest 1/4 of said Section 22;
Thence North 89°40'10" East along the south line of said Southwest 1/4, 710.98 feet;
Thence North 00°19'50" West, 87.00 feet to the north right of way line of 104th Street - State Trunk Highway "165" and the Point of Beginning;

Thence South 89°40'10" West along said north right of way line, 190.98 feet to the east right of way line of Green Bay Road - State Trunk Highway "31";
Thence the following courses along said east right of way line:

North 44°28'33" West, 82.85 feet; North 03°22'44" West, 925.85 feet; North 01°07'43" East, 155.94 feet;
North 03°24'43" West, 194.86 feet to the South right of way line of Main Street;

Thence the following courses along said south right of way line:

North 40°17'27" East, 37.70 feet; North 84°31'38" East, 258.94 feet to Point "A";

Thence North 35°48'20" West, 96.16 feet to Point "B" on the north right of way line of the aforesaid Main Street;
Thence South 84°31'38" West along said north right of way line, 217.71 feet;
Thence North 49°13'57" West, 36.92 feet to the aforesaid east right of way line of Green Bay Road - State Trunk Highway "31" and a point on a curve;
Thence northerly 691.37 feet along the arc of said curve to the right and said east right of way line, whose radius is 11389.16 feet and whose chord bears North 00°46'04" West, 691.27 feet;
Thence North 00°58'17" East along said east right of way line, 210.54 feet;
Thence South 89°58'23" East, 14.56 feet to the westerly right of way line of Old Green Bay Road and a point on a curve;
Thence the following courses along said westerly right of way line:

Southeasterly 213.33 feet along the arc of said curve to the left, whose radius is 1178.88 feet and whose chord bears South 13°50'11" East, 213.04 feet; South 19°01'13" East, 74.25 feet; South 18°17'05" East, 105.32 feet; South 17°08'51" East, 167.36 feet; South 12°36'25" West, 21.73 feet; South 17°05'59" East, 142.73 feet; South 19°01'13" East, 159.22 feet; South 19°48'25" East, 28.95 feet; South 32°17'33" West, 38.65 feet to the north right of way line line of Main Street and the aforesaid Point "B";

Thence South 35°48'20" East, 96.16 feet to the south right of way line of Main Street, the westerly right of way line of Old Green Bay Road and the aforesaid Point "A";
Thence the following courses along the westerly right of Old Green Bay Road:

South 38°43'24" East, 46.26 feet; South 19°48'25" East, 22.97 feet; South 14°53'43" East, 128.47 feet; South 19°48'25" East, 248.31 feet; South 49°48'25" East, 22.00 feet; South 19°48'25" East, 113.58 feet to a point of curvature; Southeasterly 39.97 feet along the arc of said curve to the left, whose radius is 805.00 feet and whose chord bears South 21°13'46" East, 39.96 feet; South 22°39'06" East, 161.82 feet; South 07°20'54" West, 24.00 feet; South 22°39'06 East, 21.95 feet to the north line of Lot 2 of Certified Survey Map No. 2861 and a point on a curve;

Thence southwesterly 30.69 feet along the arc of said curve to the right, whose radius is 53.00 feet and whose chord bears South 50°45'42" West, 30.26 feet;
Thence the following courses along said north line:

South 67°20'54" West, 66.50 feet; South 59°24'18" West, 43.42 feet; South 67°20'54" West, 350.00 feet to the west line of said Lot 2 of Certified Survey Map No. 2861;

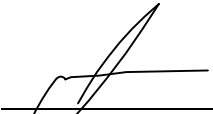
Thence South 22°39'06" East along said west line and then along the west line of Lot 3 of Certified Survey Map No. 2861, 481.39 feet to the Point of Beginning.

Containing 588,735 square feet (13.5155 acres) of land more or less.

That I have made such survey, land division and map by the direction of Main Street Development, LLC, owner of said land.

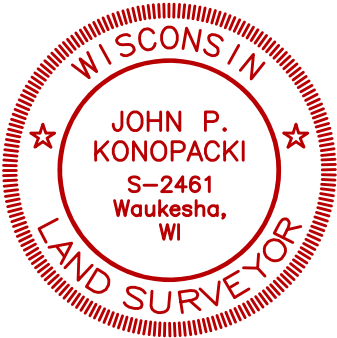
That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statue and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying and mapping the same.



John P. Konopacki
Professional Land Surveyor S-2461

Date: JULY 19, 2019



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

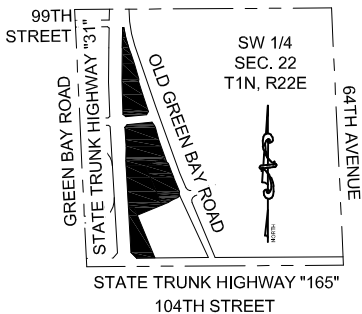
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1114.30
SHEET 5 OF 11

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 1 of Certified Survey Map No. 2861 in the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

VICINITY SKETCH
SCALE 1"=2000'



NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Wetlands delineated by Stantec on September 1, 2017.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The south line of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East has a bearing of N89°40'10"E



JULY 19, 2019

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Pleasant Prairie, Wisconsin, on this _____ day of _____, 2019.

Michael J. Serpe, Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Pleasant Prairie, Wisconsin, on this _____ day of _____, 2019.

John P. Steinbrink, Village President

Jane C. Snell, Village Clerk

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N84°31'38"E	258.94'
L2	N35°48'20"W	96.16'
L3	S84°31'38"W	217.71'
L4	S89°58'23"E	14.56'
L5	S49°48'25"E	22.00'
L6	S19°48'25"E	113.58'

CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	691.37'	11389.16'	003°28'41"	N00°46'04"W	691.27'	N02°30'24"W	N00°58'17"E
C2	213.33'	1178.88'	010°22'06"	S13°50'11"E	213.04'	S08°39'08"E	S19°01'13"E
C3	39.97'	805.00'	002°50'41"	S21°13'46"E	39.96'	S19°48'25"E	S22°39'06"E
C4	30.69'	53.00'	033°10'23"	S50°45'42"W	30.26'	S34°10'31"W	S67°20'54"W
C5	23.29'	38.96'	034°14'56"	N50°13'26"E	22.95'		

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 1 of Certified Survey Map No. 2861 in the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

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

DEDICATION AND EASEMENT PROVISIONS

1. The fee interest in the areas shown as Dedicated Public Street on this Certified Survey Map (CSM) were/are being dedicated, given, granted and conveyed to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the local dedicated rights-of-way and/or the Wisconsin Department of Transportation (WI DOT) for the State dedicated rights-of-way for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, multi-use trails and sidewalks, street signs, street lights, street trees, street signalization and pavement markings, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, and for all related ingress and egress. Such fee interest is subject to the following: nonexclusive easements, which are hereby reserved in the rights-of-way by the Village and/or the WI DOT as shown on this CSM for the Main Street Market, LLC (the "Developer"), Main Street Market Commercial Owner's Association, Inc. (the "Association") and the Lot Owners whose Lots are adjacent to the public street areas for the required planting, mowing, watering and maintenance and cutting of grass within the grassy terrace area; for the maintenance and replanting of street trees in the area between the roadway pavement; and the removing of snow and ice from the driveways, multi-use trails and sidewalks. In the event of any conflict between the rights of the Village and WI DOT under its existing fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Developer, the Association or the Lot Owners pursuant to the rights retained herein, the rights of the Village or the WI DOT shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, and maintenance work of the public roadway improvements, including, without limitation, roadway pavement, curbs and gutters, multi-use trails and sidewalks, street signs, street lights, street trees, street signalization and pavement markings, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, multi-use trail and sidewalk snow removal and maintenance activities, as defined in the executed Development Agreement between the Developer and the Village that is on file with the Village Clerk.

The Lot Owners shall be responsible for all costs associated with the ongoing maintenance and mowing of the street terrace areas; replacement, pruning, watering, mulching, and staking of street trees; payment of the public street lights energy and facility maintenance costs; installation and maintenance of mailboxes; installation and maintenance of private utility and communications facilities; maintenance and snow removal for private parking lots and sidewalks and public multi-use trails and sidewalks; maintenance, repair and replacement of the private sanitary sewer system improvements; maintenance, repair and replacement of the private water system improvements; and the maintenance, repair and replacement of the private storm water sewer and drainage system improvements leading to the on-site retention basin(s) used to handle storm water from the development in accordance with the terms and conditions of the Village Municipal Code and the specific requirements set forth in the Development Agreement.

2. Perpetual nonexclusive utility easements coextensive with the Dedicated 25' General Utility Easement area granted by the Developer to WE Energies (f/k/a W.E.P.CO.), AT & T (f/k/a Wisconsin Bell), Spectrum (f/k/a Time Warner Cable Inc.) or other utilities and their respective successors and assigns (collectively referred to as the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots and for any related ingress and egress. The General Utility Easements shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered in accordance with a separate agreement between Utility and Communications Grantees and Lot Owners and as may be approved by the Village. Upon the installation of the required utilities, the Lot Owners shall be responsible to restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the General Utility Easement areas, on which such easements are located on their Lots as does not interfere with the purposes of the utility and communications easements and the use of such easements by the Utility and Communications Grantees. Unless there is a separate agreement entered into between the Lot Owners and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Utility and Communications Grantees, the Easement Grantor shall be responsible for all restoration maintenance. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the approval of the Utility and Communication Grantees.

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

CONTINUED ON PAGE 8

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot I of Certified Survey Map No. 2861 in the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

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

DEDICATION AND EASEMENT PROVISIONS CONTINUED.....

3. As shown on the CSM and pursuant to the WI DOT Right-of-Way Plat Project no. 3330-01-20, there is a 10' WISDOT Permanent Limited Easement, a 20' WI DOT Permanent Limited Easement, and a 20' x 20' WISDOT Permanent Limited Easement within the development and recorded as Document # _____ at the Kenosha County Register of Deeds Office.
4. As shown on the CSM, there are WI DOT Access Restrictions and Permissions for State Trunk Highway (STH) 31 and STH 165 within the development and recorded at the Kenosha County Register of Deeds Office as Document # 857692, which may be modified or adjusted, but only with the expressed written permission of the WI DOT.
5. A perpetual nonexclusive easement coextensive with the areas shown as Dedicated Private Water Mains and Private Sanitary Sewer Mains, Access and Maintenance Easements on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for private water system and private sanitary sewer system improvements, uses and purposes, construction, installation, repair, alteration, replacement and maintenance activities and for all related ingress and egress. The Easements granted to the Village shall be exclusive, except for: the Association's and Lot Owner's responsibilities for the construction, installation, repair, alteration and replacement and maintenance of the private water main and private sanitary sewer main and related appurtenances and the use, cleaning, televising and sampling and parking lot maintenance of the Easement land areas. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.
6. A perpetual nonexclusive easement coextensive with the area shown as a Dedicated Public Sanitary Sewer, Water Main, Access and Maintenance Easement on this CSM was dedicated, given, granted and conveyed by the former landowner and recorded as Document #867926 at the Kenosha County Register of Deeds Office and a 20' Dedicated Sanitary Sewer, Access and Maintenance Easement on this CSM was dedicated, given, granted and conveyed by the former landowner and recorded as Document #81237594 and #1237596 at the Kenosha County Register of Deeds Office to the Village for public sanitary sewerage and public water system improvements, uses and purposes, construction, installation, repair, alteration, replacement and maintenance activities and for all related ingress and egress. The Easement shall be exclusive, except for: (1) the Lot Owner's use, planting and irrigating, care and maintenance of the Easement land area, as it will not interfere with the improvements, maintenance, uses and purposes of the Village or the respective utilities within the Easement. In the event of any conflicts between the rights of the Village pursuant to this Easement and the rights of any other persons or entities with respect to this Easement, the Village's rights under this Easement shall be deemed to be superior.
7. Nonexclusive easement(s) co-extensive with the areas shown as a Dedicated 70' x 80' Monument Sign, Access and Maintenance Easement on this CSM have been dedicated, given, granted and conveyed by the Developer to the Association and Lot Owners for the construction, installation, grading, planting, lighting, irrigation, related maintenance and for all related ingress and egress of the monument signage benefiting the commercial businesses within the development. These Easements shall be exclusive, except for: (1) other such easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such aboveground use for the signage, lighting and irrigation installation; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Association and Lot Owners and (3) such above-ground Easement for the signage, lighting and irrigation installation and grading, planting, mowing and maintenance responsibilities; and related ingress and egress in the Easement areas as granted to the Village. Unless the Village exercises the Easement rights granted to it hereunder with respect to the Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflict between the rights of the Developer, Association, Lots Owners and the rights of the Village or of other entities with respect to the Easement, the Village's rights under the Easement shall be deemed to be superior.
8. A perpetual easement coextensive the areas shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement and Dedicated 20', 30' and 36' Dedicated Storm Water Drainage, Access and Maintenance Easement areas shown on this CSM are hereby dedicated, given granted and conveyed by the Developer to the Association and Lot Owners for the purposes of storm water drainage, storm sewer and retention basin(s) grading, construction, installation, planting, lighting, irrigation, related maintenance and for all related ingress and egress of the drainage areas benefiting the commercial businesses within the development. These Easements shall be exclusive, except for: (1) other such easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such aboveground use for the retention basin and storm sewer installation; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Association and Lot Owners and (3) such above-ground Easements for the drainage, storm sewer and retention basin installation; grading, planting, mowing and maintenance responsibilities; and related ingress and egress in the Easement areas as granted to the Village. Unless the Village exercises the Easement rights granted to it hereunder with respect to the Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflict between the rights of the Developer, Association, Lots Owners and the rights of the Village or of other entities with respect to the Easements, the Village's rights under the Easements shall be deemed to be superior.

CONTINUED ON PAGE 9



Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD I SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

JULY 19, 2019



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

PEG JOB#1114.30

SHEET 8 OF 11

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot I of Certified Survey Map No. 2861 in the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

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

DEDICATION AND EASEMENT PROVISIONS CONTINUED.....

9. Perpetual easements coextensive with the areas shown as a Dedicated 15' and 20' Landscaped, Access and Maintenance Easement on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Association and Lot Owners for the purposes of installation, replacement and maintenance of landscape materials, signage, lighting and irrigation and related maintenance and all related ingress and egress benefiting the commercial businesses within the development. These Easements shall be exclusive, except for: (1) other such easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such aboveground use, ingress and egress, planting, irrigating and maintenance responsibilities in these Easement areas, which shall be required of the Association and Lot Owners and (3) such above-ground Easements for landscape planting, signage, irrigating, and lighting installation and maintenance responsibilities; and ingress and egress in the Easement areas granted to the Village. Unless the Village exercises the Easement rights granted to it hereunder with respect to the Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflict between the rights of the Developer, Association, Lots Owners and the rights of the Village or of other entities with respect to the Easements, the Village's rights under the Easements shall be deemed to be superior.

10. Nonexclusive easements coextensive with the areas shown as a Dedicated Vision Triangle Easement on this CSM are hereby dedicated, given, granted by the Developer to the Village and WI DOT in order to maintain a clear sight line of vision at the Old Green Bay Road with the private driveways, future Main Street and the State Trunk Highway (STH) 165 intersections and the STH 31 and future Main Street intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, landscaping, retention basins, or shelters that are permitted within the Easement areas between the heights of two (2) feet and 10 feet unless approved in writing by the Village and/or as applicable the WI DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or WI DOT.

RESTRICTIVE COVENANTS

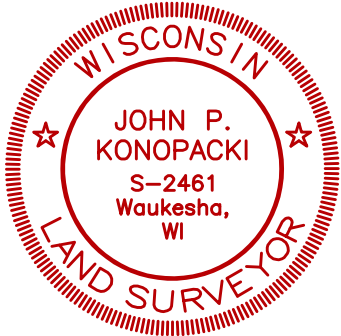
1. The Main Street Market, LLC ("the Developer") hereby covenants that the Main Street Market Commercial Owner's Association, Inc. ("the Association") and Lot Owners shall have the obligation of replanting, maintaining and replacing the public street trees and maintaining the street terrace areas located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

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

2. The Developer hereby covenants that the Association and Lot Owners shall be responsible for all costs associated with the reconstruction, repair, replacement and snow and ice removal of the public multi-use path and sidewalks and the private parking lots and lights, sidewalks and driveways; drainage and grading, placement of topsoil, seeding or sodding and mowing and watering of the street terrace areas; payment of public street lights energy and facility maintenance costs; private installation and maintenance of mailboxes; installation and maintenance of private utility and communication facilities; maintenance of storm water drainage, storm sewer and retention basin areas to handle storm water from the development; and other required construction, installation, repairs, alteration, replacement planting and site maintenance in accordance with the terms and conditions of the Village's Land Division and Development Control, Zoning, Erosion Control and Construction Site Maintenance and Construction Specifications Ordinances and other applicable Village regulations, without public compensation, and to the satisfaction of the Village.

3. The Developer hereby covenants that the Association and Lot Owners shall have the obligation of replanting, maintaining and replacing the private landscape plantings, irrigation and signage installed within the private Dedicated Landscape, Access and Maintenance Easement areas as shown on this CSM. Such replanting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within landscape areas, which might damage the landscaping or might interfere with any easements granted to the Village, WI DOT or the Utility and Communication Grantees. This covenant shall run with the land, shall be binding upon the Association and Lot Owners, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Lot Owners, and shall benefit and be enforceable by the Village. Such private development landscaping maintenance shall be performed regularly, without public compensation, and to the satisfaction of the Village.

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



CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 1 of Certified Survey Map No. 2861 in the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

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RESTRICTIVE COVENANTS CONTINUED.....

4. The Developer hereby covenants that the that the Association and Lot Owners shall have the obligation of maintaining and replacing the private Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement areas and Dedicated 20', 30' and 36' Storm Water Drainage, Access and Maintenance Easement areas shown on this CSM in a functional, neat and nuisance-free condition to handle storm water in the development. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainage ways; ditching to re-establish design capacity; installing, repairing and replacing the aerator/fountain, removing of trash and debris leaves, and brush; clearing and repairing basin structures; and mowing and weeding to prevent nuisance conditions. No driveways, patios, fences, signage or structures shall be erected within the storm water drainage and retention basin easement areas which blocks, diverts or re-routes the storm water drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, Association, and Lot Owners, their successors, assigns and successor-in-title of the Lots, in their capacity as the Lot Owners and shall benefit and be enforceable by the Village. Such storm water drainage, storm sewer and retention basin maintenance shall be performed regularly, without public compensation, and to the satisfaction of the Village.

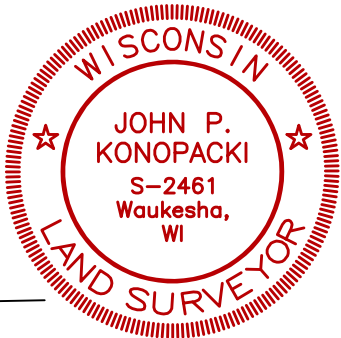
To the extent that the Village performs any such storm water drainage, storm sewer or retention basin related maintenance activities, the Association and Lot Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owners as special assessments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

5. The Developer hereby covenants that the Association and Lot Owners shall have the obligation of maintaining and replacing the private Dedicated Private Water and Private Sanitary Sewer, Access and Maintenance Easement areas shown on this CSM in a functional, maintenance-free condition to handle private water and sanitary sewer in the development. Such private water main system and appurtenances maintenance shall include, without limitation: fire hydrant and water main flushing, water sampling, exercising the water main valves, and inspecting, repairing, replacing and maintaining the private water system pursuant to a regular maintenance schedule as prescribed by the Village. Such private sanitary sewer main system and appurtenances maintenance shall include, without limitation: sanitary sewer main cleaning and televising, and inspecting, repairing and replacing and maintaining the sanitary sewer system pursuant to a regular maintenance schedule as prescribed by the Village. No driveways, patios, fences, signage or structures shall be erected over the private water and sanitary sewer mains. An annual report shall be provided to the Village Public Works Department regarding the annual maintenance of the private sanitary sewer and water system improvements. This covenant shall run with the land, shall be binding upon the Association and Lot Owners, their successors, assigns and successor-in-title of the Lots, in their capacity as the Lot Owners and shall benefit and be enforceable by the Village. Such water main and sanitary sewer main system improvements maintenance shall be performed regularly, without public compensation, and to the satisfaction of the Village.

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

6. The Developer hereby covenants that the public Dedicated Sanitary Sewer, Water Main, Access and Maintenance Easement and the Dedicated 20' Sanitary Sewer Access and Maintenance Easement areas shown on this CSM hereby places restrictions on the referenced land because of the location of the public easements which were given, granted and conveyed by the previous land owner to the Village for public sanitary sewer and public water main system improvements and maintenance. There shall be no buildings, structures, fences, or signage installed or berms created within these easements that would impact or hinder the Village's ability to maintain said public sanitary sewer and public water main systems.

7. The Developer hereby covenants that the Dedicated Vision Triangle Easements shown on this CSM hereby places restrictions on the Lots because of the location of this Easements which were given, granted and conveyed by the Developer to maintain a clear sight line of vision at the intersections of Old Green Bay Road with the private driveways, future Main Street and the State Trunk Highway (STH) 165 and the intersection of STH 31 and future Main Street intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, landscaping, retention basins, or shelters permitted within the Easement areas between the heights of two (2) feet and 10 feet unless approved in writing by the Village and/or as applicable the WI DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or WI DOT.




JULY 19, 2019

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 1 of Certified Survey Map No. 2861 in the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

Main Street Development, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

Main Street Development, LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. Village of Pleasant Prairie

IN WITNESS WHEREOF, the said Main Street Development, LLC has caused these presents to be signed by Stephen R. Mills, Member, at Kenosha, Kenosha County, Wisconsin, on this _____ day of _____, 2019.

In the presence of: Main Street Development, LLC

Stephen R. Mills, Member (signature)

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2019, Stephen R. Mills, Member, of the above named Main Street Development, LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

76DT Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Wyoming, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2019.

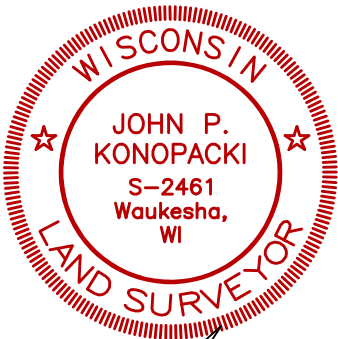
Date

President

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2019, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



JULY 19, 2019

MEMORANDUM

To: Nathan Thiel, Village Administrator
From: Matthew J. Fineour, P.E.
Date: September 6, 2019
Re: Old Green Bay Road and STH 165 Roadway Improvement Relocation Order



Office of the Village Engineer

Background

Old Green Bay Road and STH 165 Roadway Improvements are being completed by Bear Development as part of the Main Street Market development. Construction of the improvements require additional right-of-way and temporary limited easements to be acquired from six parcels. The roadway improvements and acquisitions are part of the approved Main Street Market Development plan and part of Tax Incremental District No. 6.

A Relocation Order has been prepared for the necessary acquisitions to be approved by the Village Board, after which the Relocation Order will be filed with the Kenosha County Clerk per State Statutes Section 32.05(1). Upon approval and filing of the Relocation Order, Village staff will proceed with the Eminent Domain process for the acquisitions.

Recommendation

It is recommended that the Village Board authorize the Relocation Order and approve the acquisition plat showing the land interests to be acquired and filing with the Kenosha County Clerk.

.....
RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie

County: Kenosha

Project: Old Green Bay Road and STH 165 Roadway Improvements

.....
WHEREAS, the Village of Pleasant Prairie hereby determines that it is a necessity and a public purpose to undertake road and utility improvements for the reconstruction of Old Green Bay Road and STH 165; and

WHEREAS, the project design of the public roadway and utility improvements are complete; and

WHEREAS, the acquisition of right-of-way and temporary construction easements are necessary for the above referenced project;

NOW, THEREFORE, the Village Board of Trustees hereby orders, as follows:

1. That this is a Relocation Order in accordance with Section 32.05(1), Wisconsin Statutes, for the purpose of public street and utility improvements; and
2. That the project acquisition area(s) and temporary limited easement(s) to be acquired are graphically depicted on the Acquisition Plat, which is attached hereto as Exhibit A; and
3. Those parcels shown on the attached maps are laid out as established by recorded documents.
4. The properties subject to this Relocation Order are as follows:
 - a. Parcel 1: Tax Parcel No. 92-4-122-272-0440, Owned by William K Schloss.
 - b. Parcel 2: Tax Parcel No. 92-4-122-223-0198, Owned by Meadowlands Condominium Association Inc.
 - c. Parcel 3: Meadowlands Condominium common element area, managed and controlled by the Meadowlands Condominium Owners Association, Inc.
 - d. Parcel 4: Meadowland Villa Condominium common element area, managed and controlled by the Meadowland Villa Condominium Owners Association, Inc.
 - e. Parcel 5: Tax parcel 92-4-122-223-0309, Outlot 9 Meadowlands Addition No. 9, Owned by Meadowlands LLC.
 - f. Parcel 6: Tax Parcel No. 92-4-122-223-005, Owned by Galvin Living Trust.

Authorized by the Village Board of Trustees of the Village of Pleasant Prairie, on the 16th day of September, 2019.

VILLAGE OF PLEASANT PRAIRIE

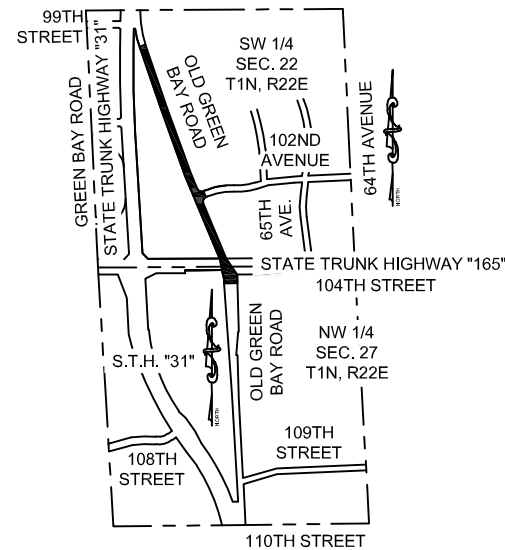
By _____
John P. Steinbrink, President

Countersigned:

Jane C. Snell, Clerk

ACQUISITION PLAT

VICINITY SKETCH
SCALE 1"=2000'



SCHEDULE OF LANDS AND INTERESTS

PARCEL NO.	OWNER	ACQUIRED INTEREST	R/W AREA ACQUIRED	TLE AREA REQUIRED
1	WILLIAM K SCHLOSS	FEE	0.01 ACRES	
2	MEADOWLANDS CONDOMINIUM ASSOCIATION INC	FEE, TLE	0.18 ACRES	0.20 ACRES
3	MEADOWLANDS CONDOMINIUM OWNERS ASSOCIATION, INC.	FEE	0.06 ACRES	0.003 ACRES
4	MEADOWLAND VILLA CONDOMINIUM OWNERS ASSOCIATION, INC.	FEE, TLE	0.25 ACRES	0.44 ACRES
5	MEADOWLANDS LLC	FEE, TLE	0.01 ACRES	0.01 ACRES
6	GALVIN LIVING TRUST	FEE, TLE	0.10 ACRES	0.35 ACRES

PLAT OF RIGHT-OF-WAY REQUIRED FOR
OLD GREEN BAY ROAD
KENOSHA COUNTY

PROJECT NUMBER:

REVISION DATE:

APPROVED FOR VILLAGE
OF PLEASANT PRAIRIE

DATE: _____

VILLAGE PRESIDENT

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

ACQUISITION PLAT

PLAT OF RIGHT-OF-WAY REQUIRED FOR
OLD GREEN BAY ROAD
KENOSHA COUNTY

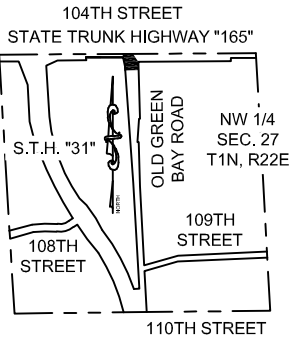
PROJECT NUMBER:

REVISION DATE:

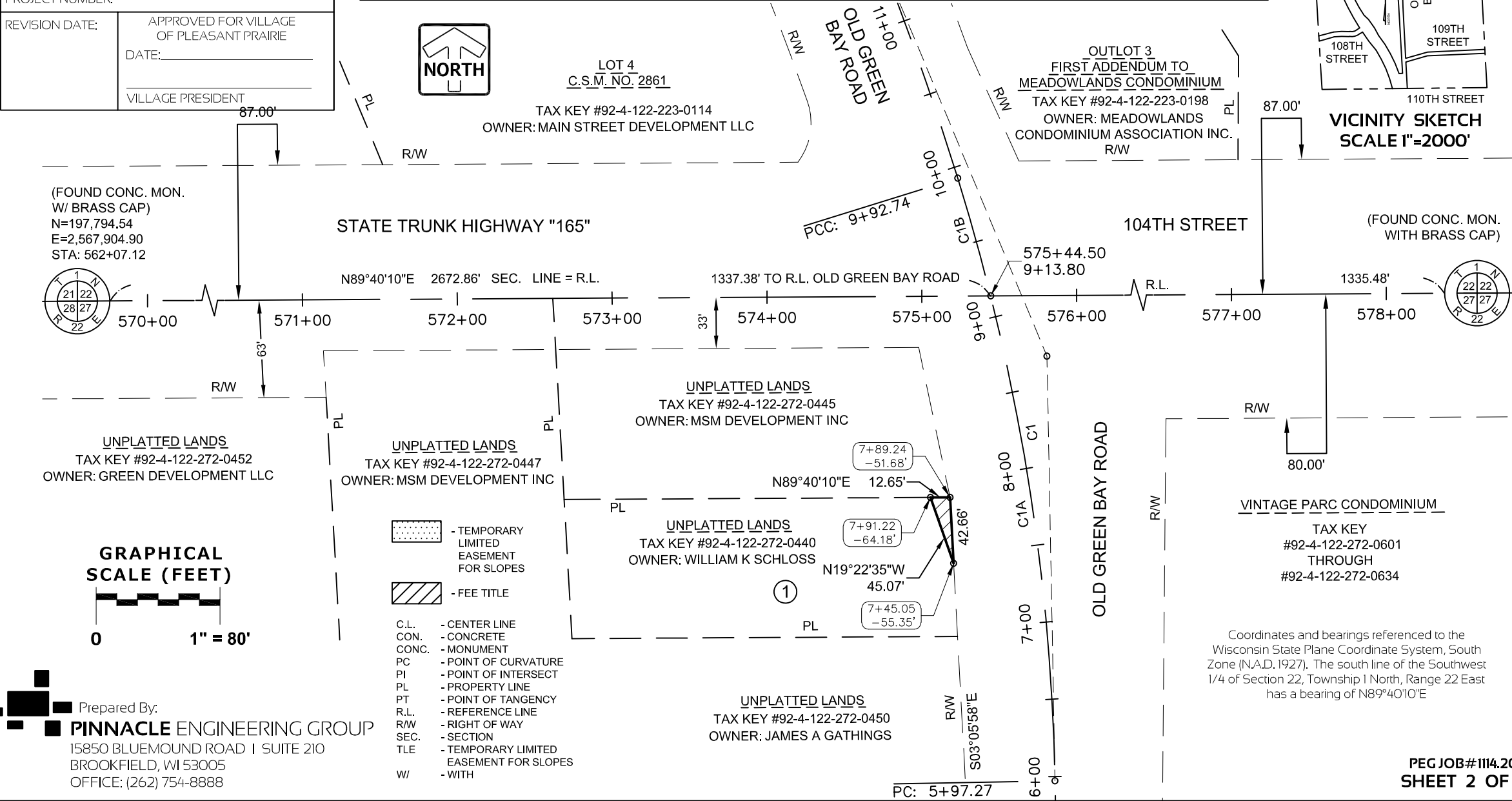
APPROVED FOR VILLAGE
OF PLEASANT PRAIRIE
DATE:

VILLAGE PRESIDENT

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	395.48'	1400.00'	016°11'06"	N09°10'36"W	394.16'	N01°05'03"W	N17°16'09"W
C1A	316.53'	1400.00'	012°57'14"	N07°33'40"W	315.85'	N01°05'03"W	N14°02'18"W
C1B	78.95'	1400.00'	003°13'52"	N15°39'13"W	78.94'	N14°02'18"W	N17°16'09"W



VICINITY SKETCH
SCALE 1"=2000'



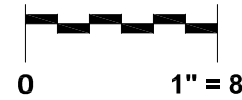
Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD I SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

ACQUISITION PLAT

Coordinates and bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The south line of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East has a bearing of N89°40'10"E

(FOUND CONC. MON. W/ BRASS CAP)
N=197,794.54
E=2,567,904.90

GRAPHICAL
SCALE (FEET)

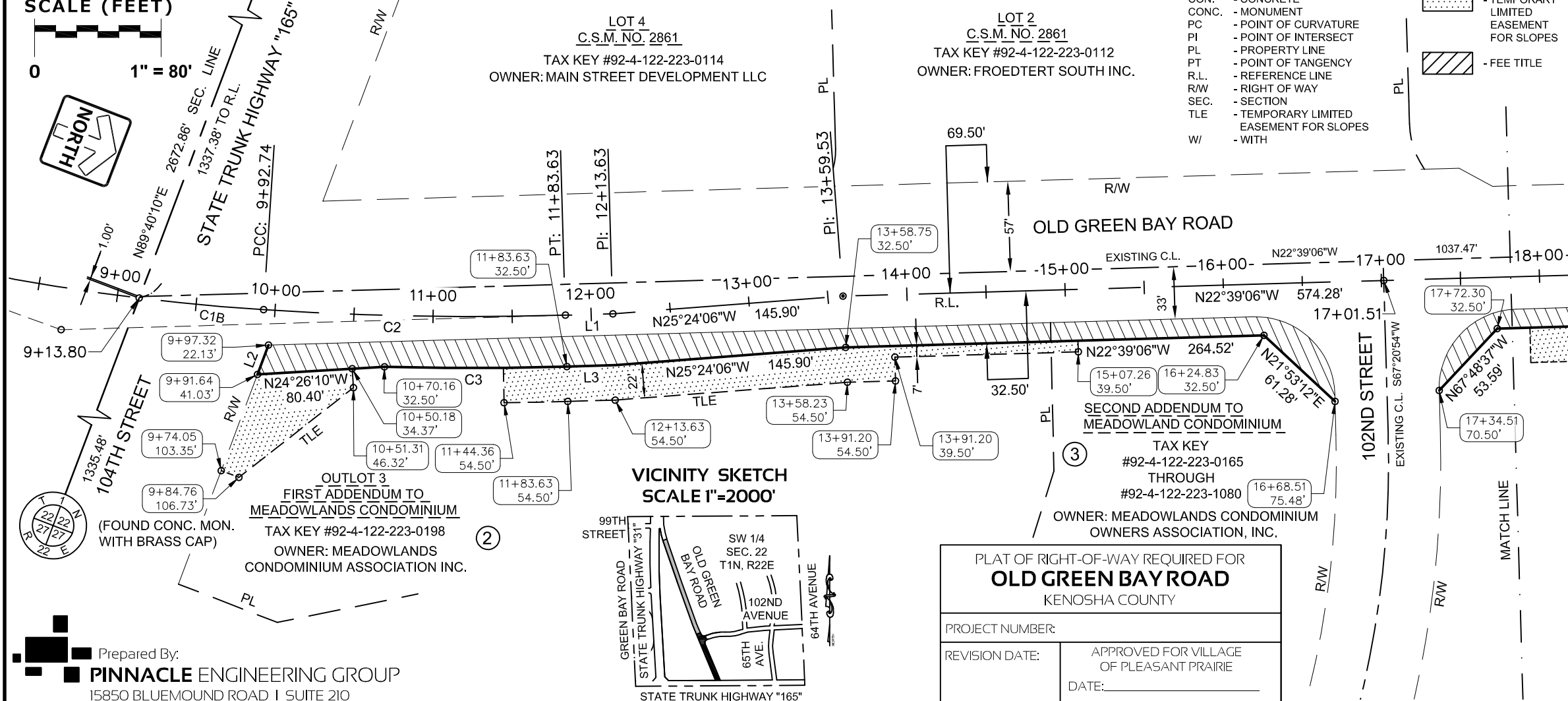


LINE NO.	BEARING	DISTANCE
L1	N22°39'06"W	30.00'
L2	S89°40'10"W	19.77'
L3	N22°39'06"W	30.78'

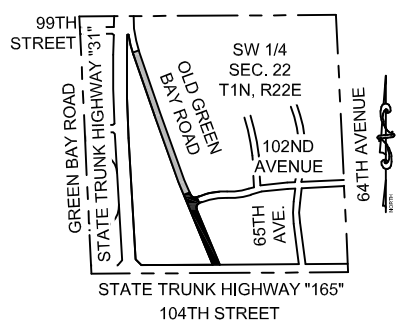
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1B	78.95'	1400.00'	003°13'52"	N15°39'13"W	78.94'	N14°02'18"W	N17°16'09"W
C2	190.89'	2032.00'	005°22'57"	N19°57'38"W	190.82'	N17°16'09"W	N22°39'06"W
C3	115.28'	2064.50'	003°11'58"	N21°03'07"W	115.27'	N19°27'08"W	N22°39'06"W

- C.L. - CENTER LINE
- CON. - CONCRETE
- CONC. - MONUMENT
- PC - POINT OF CURVATURE
- PI - POINT OF INTERSECT
- PL - PROPERTY LINE
- PT - POINT OF TANGENCY
- R.L. - REFERENCE LINE
- R/W - RIGHT OF WAY
- SEC. - SECTION
- TLE - TEMPORARY LIMITED EASEMENT FOR SLOPES
- W/ - WITH

- TEMPORARY LIMITED EASEMENT FOR SLOPES
- FEE TITLE



VICINITY SKETCH
SCALE 1"=2000'



PLAT OF RIGHT-OF-WAY REQUIRED FOR
OLD GREEN BAY ROAD
KENOSHA COUNTY

PROJECT NUMBER: _____

REVISION DATE: _____

APPROVED FOR VILLAGE OF PLEASANT PRAIRIE
DATE: _____
VILLAGE PRESIDENT

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

ACQUISITION PLAT

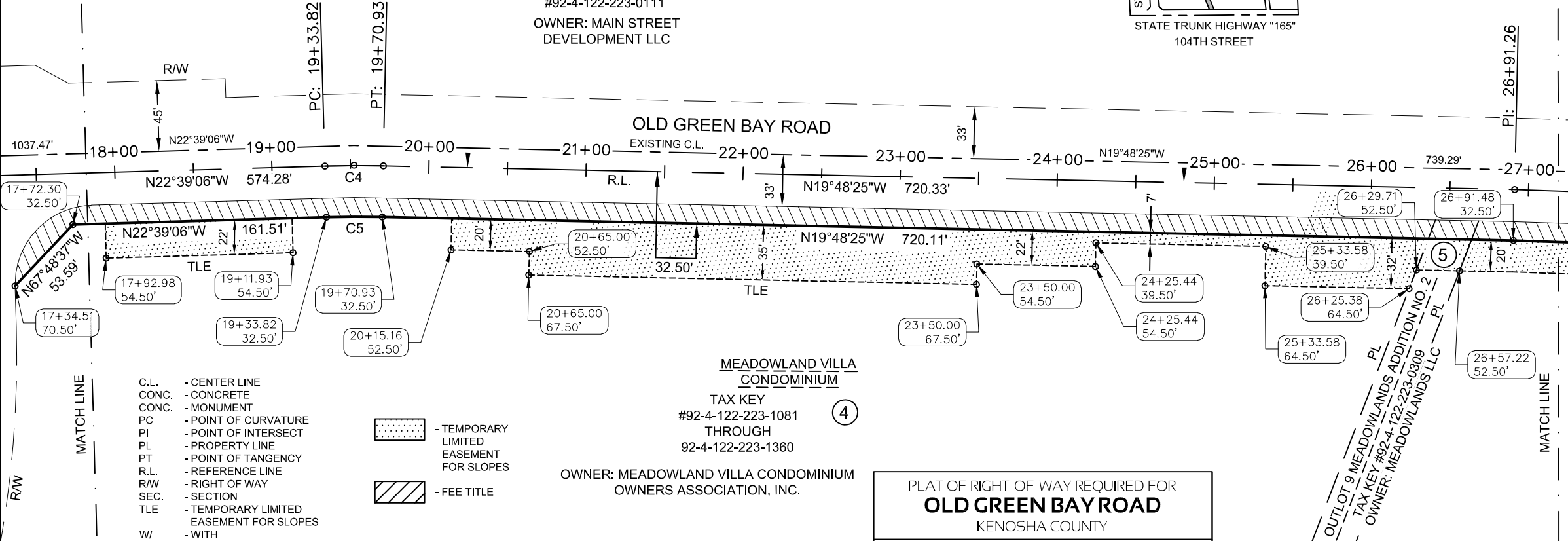
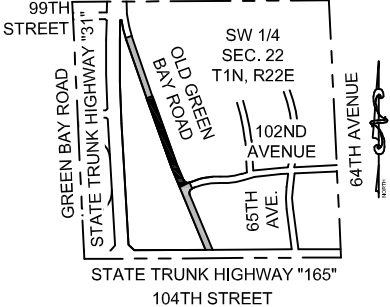
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C4	37.11'	747.50'	002°50'41"	N21°13'46"W	37.11'	N22°39'06"W	N19°48'25"W
C5	35.50'	715.00'	002°50'41"	N21°13'46"W	35.50'	N22°39'06"W	N19°48'25"W

Coordinates and bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The south line of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East has a bearing of N89°40'10"E

LOT 1
C.S.M. NO. 2861
TAX KEY
#92-4-122-223-0111
OWNER: MAIN STREET
DEVELOPMENT LLC



VICINITY SKETCH
SCALE 1"=2000'



MEADOWLAND VILLA
CONDOMINIUM

TAX KEY
#92-4-122-223-1081
THROUGH
92-4-122-223-1360

4

OWNER: MEADOWLAND VILLA CONDOMINIUM
OWNERS ASSOCIATION, INC.

PLAT OF RIGHT-OF-WAY REQUIRED FOR
OLD GREEN BAY ROAD
KENOSHA COUNTY

PROJECT NUMBER:

REVISION DATE:

APPROVED FOR VILLAGE
OF PLEASANT PRAIRIE

DATE: _____

VILLAGE PRESIDENT

ACQUISITION PLAT

Coordinates and bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The south line of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East has a bearing of N89°40'10"E

- C.L. - CENTER LINE

CONC. - CONCRETE

CONC. - MONUMENT

PC - POINT OF CURVATURE

PI - POINT OF INTERSECT

PL - PROPERTY LINE


PT - POINT OF TANGENCY


R.L. - REFERENCE LINE

R/W - RIGHT OF WAY

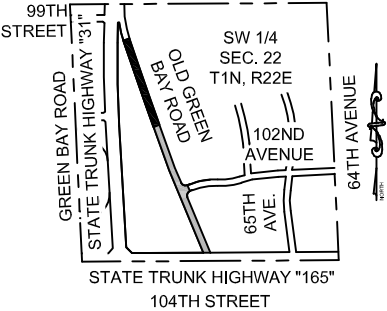
SEC. - SECTION

TLE - TEMPORARY LIMITED EASEMENT FOR SLOPES

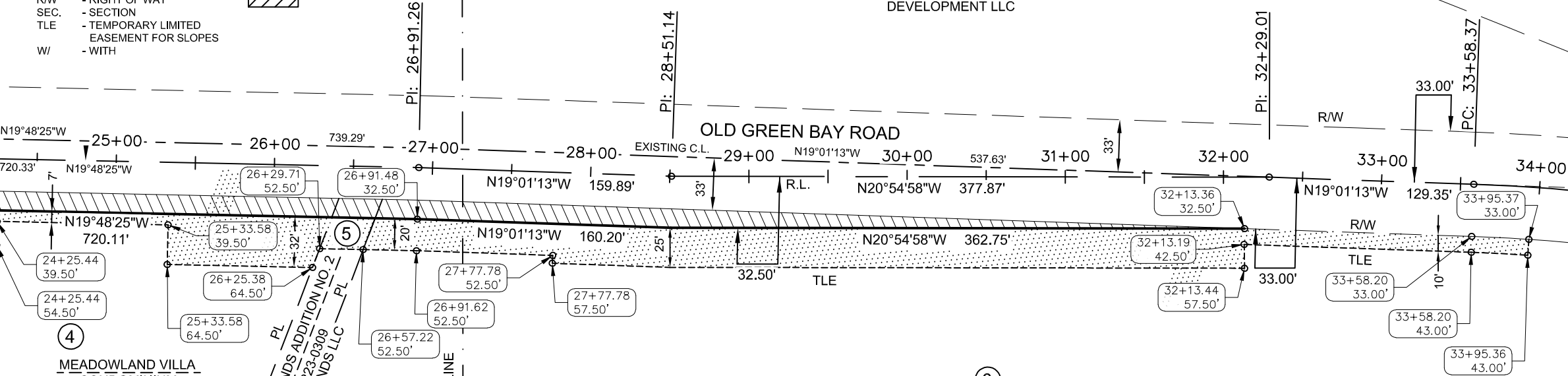
W/ - WITH
-  - TEMPORARY LIMITED EASEMENT FOR SLOPES

 - FEE TITLE

VICINITY SKETCH
SCALE 1"=2000'



LOT 1
C.S.M. NO. 2861
TAX KEY
#92-4-122-223-0111
OWNER: MAIN STREET
DEVELOPMENT LLC

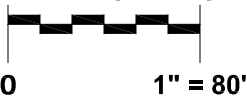


MEADOWLAND VILLA
CONDOMINIUM
TAX KEY
#92-4-122-223-1081
THROUGH
92-4-122-223-1360
OWNER: MEADOWLAND VILLA
CONDOMINIUM
OWNERS ASSOCIATION, INC.

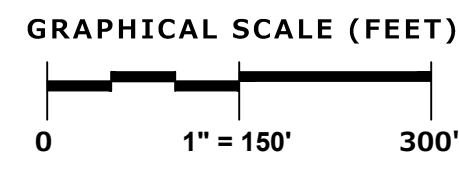
UNPLATTED LANDS
TAX KEY #92-4-122-223-0005
OWNER: GALVIN LIVING TRUST

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

GRAPHICAL
SCALE (FEET)

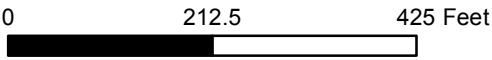


PLAT OF RIGHT-OF-WAY REQUIRED FOR OLD GREEN BAY ROAD KENOSHA COUNTY	
PROJECT NUMBER:	
REVISION DATE:	APPROVED FOR VILLAGE OF PLEASANT PRAIRIE DATE: _____ VILLAGE PRESIDENT





ROW ACQUISITION AND TLE
AFFECTED PARCELS



1 inch = 200 feet



MEMORANDUM

To: Nathan Thiel, Village Administrator
From: Matthew J. Fineour, P.E.
Date: September 6, 2019
Re: Old Green Bay Road and STH 165 Roadway Improvement
Appraisal and Acquisition Services



Office of the Village Engineer

Background

Old Green Bay Road and STH 165 Roadway Improvements are being completed by Bear Development as part of the Main Street Market development. Construction of the improvements require additional right-of-way and temporary limited easements to be acquired from six parcels. A Relocation Order has been prepared for the necessary acquisitions to be approved by the Village Board, after which the Relocation Order will be filed with the Kenosha County Clerk per State Statutes Section 32.05(1).

The Village has requested a proposal from The Highland Group for appraisal and acquisition services for this project in accordance with the State's eminent domain laws. The Highland Group is a real estate consulting company specializing in eminent domain and acquisition in Wisconsin. The Village has utilized their services on previous projects and has been pleased with their work.

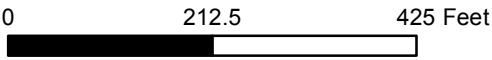
Attached, please find their appraisal and acquisition service proposal for the real estate acquisition of the six parcels associated with this project, as identified in the Relocation Order. The proposal includes preparation and review of six appraisals and negotiation / acquisition services.

Recommendation

It is recommended that the Village Board approve the acquisition proposal from The Highland Group for a lump sum fee of \$30,600.



ROW ACQUISITION AND TLE
AFFECTED PARCELS



1 inch = 200 feet



THE HIGHLAND GROUP

August 30, 2019

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

Attn: Mr. Matthew Fineour, P.E.
Village Engineer

Re: Real Estate Acquisition Services
Old Green Bay Road
104th Street to STH 31
Village of Pleasant Prairie
Kenosha County

Dear Mr. Fineour:

Thank you for choosing The Highland Group (Consultant) to provide appraisal and acquisition services for the referenced project.

Our scope of services will be as follows:

- Appraisal preparation
- Objective Appraisal Review
- Negotiations/Closings

Compensation for all services indicated above, will be a lump sum of **\$30,600.00** for the acquisition and appraisal of six (6) parcels as indicated in the attached Cost Proposal. It is understood and agreed that the total fee will be adjusted if the number of parcels or the scope of services changes or if any of the following assumptions are incorrect. This proposal assumes that Pleasant Prairie will review and approve the appraisals, if required, or provide a review appraiser under separate contract.

The stated fee is the full compensation to The Highland Group for services provided. It includes The Highland Group's payroll costs, taxes, insurance, overhead, vacation, holiday, subsistence pay, profit and all other indirect charges such as copies, mileage, telephone calls, maps, plats, zoning regulations, project related office supplies and the initial startup meeting with the client, if required. Additional meetings will be billed at the rate of \$100.00 per man-hour. Expert witness testimony or attendance at pre-trial conferences by our appraiser will be billed at the rate of \$200.00 per man-hour with a minimum charge of \$600.00. Otherwise all fees are inclusive. Payment for all services rendered shall be made within thirty (30) days of receipt of monthly invoices. Invoices not paid within forty-five (45) days will accrue interest at the rate of 1.5% per month (18% annually).

The following is a list of items we will need to complete the appraisals and acquisitions:

- Current title report with last deed of record and legal description of the parcel
- Updated title report prior to closing
- Copy of introduction letter that was sent to the landowner with The Rights of Landowners brochure by Pleasant Prairie(Agency)
- Stake existing rights of way (yellow), proposed rights of way (red), temporary limited easements (blue), permanent easements (green)
- Agency approved Offering Price Report
- Copy of the Design Study Report or project description
- Copy of the signed, dated and filed Relocation Order(s)
- Legal description of acquisition areas in MS Word
- Name and address list of parcel owner (property addresses and landowner addresses)
- One set of construction plans, profiles and cross sections and one copy of the right of way plat in PDF format

Consultant Responsibilities

- All work performed in the acquisition of these parcels shall follow procedures established under the State of Wisconsin Real Estate LPA Manual
- Consultant will contact parcel owners and proceed with negotiation steps as outlined in the Manual and maintain negotiation diaries
- Consultant shall perform any necessary field activities in a professional manner
- Consultant shall present to the owners the approved offers in writing

Upon acceptance of an offer by the owner, the consultant shall:

- Review title and mortgage records and if needed, revise the project deed and mortgage documents and inform Agency of changes in title
- Complete Statement to Construction Engineer and provide a copy of Statement to owners
- Have owners sign conveyance documents
- Obtain releases of mortgages for fee acquisitions greater than \$5,000.00, if required
- Submit a request for right of way payment to the Agency
- Complete closings per the Manual
- Record the acquisition documents after compensation is given or mailed to property owners via a letter from the agency to the Register of Deeds to bill the agency
- Provide the Agency with W-9 Form and the completed acquisition files

Consultant shall assume responsibility for the final disposition of the acquisition including negotiation notes, required memos, letters, vouchers, payment, all closing or condemnation documents required, and shall deliver a completed acquisition file to the Agency. The Agency shall assist with the various activities required, when need is identified.

If our proposal is acceptable, please sign and date a copy of this letter in the space provided and return it to my attention.

Thank you for this opportunity to be of service.

Sincerely,
THE HIGHLAND GROUP

A handwritten signature in black ink that reads "Stephen D. Simpson". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Stephen D. Simpson
Project Manager

SDS/SJL/rh

Agreed to and accepted this _____ day of _____, 2019.

The Village of Pleasant Prairie

By: _____
John Steinbrink Sr., Village President

OLD GREEN BAY ROAD
104TH STREET – STH 31
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY

Cost Proposal

Service Provided	Method of Payment	Estimated Number	Unit Price	Total Estimated Cost
Appraisals	Each	6	\$3,500	\$21,000
Acquisitions	Each	6	\$1,500	\$9,000
Objective Appraisal Review	Each	6	\$100	\$600
Total Cost				\$30,600



Purchase Order

Fiscal Year 2019

Page 1 of 1

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

192627-00

B
I
L
L
T
OVILLAGE OF PLEASANT PRAIRIE
9915 39TH AVENUE
PLEASANT PRAIRIE, WI 53158
262-694-1400V
E
N
D
O
RTHE HIGHLAND GROUP OF WISCONSIN, INC
110 NORTH THIRD STREET
WATERTOWN WI 53094S
H
I
P
T
OVillage of Pleasant Prairie
9915 39th Ave
Pleasant Prairie WI 53158

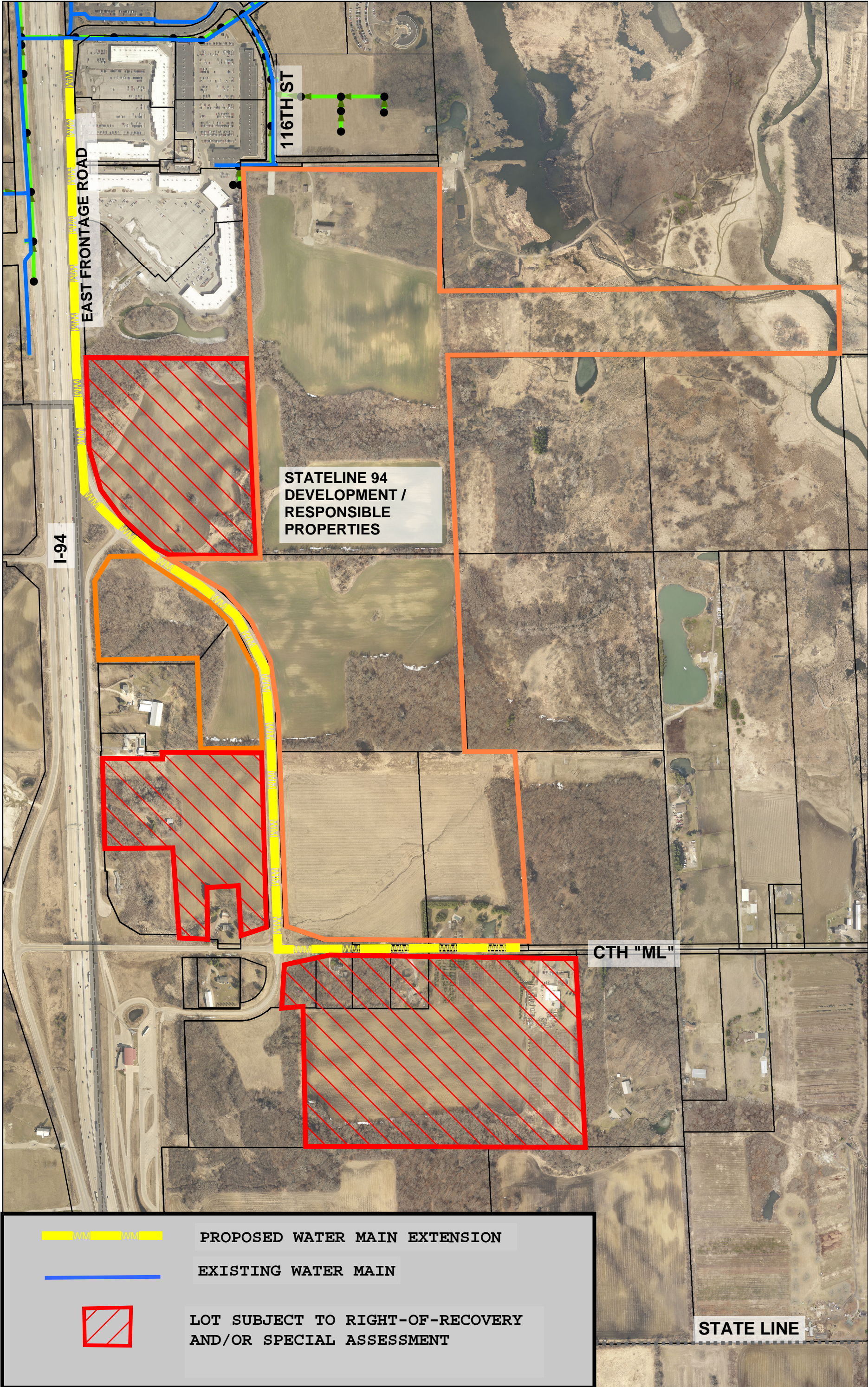
Vendor Phone Number		Vendor Fax Number	Requisition Number	Contact Name			
920-262-2150		920-262-2152	2768	Kristina Bastainelli			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
09/05/2019	3727				Engineering		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	Real Estate Acquisition - Main						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Remember to give PO# when ordering.						
1	Real Estate Acquisition Services for Main Street Market, Old Green Bay Road, 104th ST to STH 31			1.0	EACH	\$30,600.000	\$30,600.00

By

Village Administrator

PO Total

\$30,600.00



**SCHEDULE A - PRELIMINARY
ASSESSMENT RESOLUTION**

0 625 1,250 Feet

1 inch = 600 feet





NOTICE TO RESIDENTS
OF
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

An open meeting of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, will be held in the Village Hall, 9915 - 39th Avenue, Pleasant Prairie, WI on Monday, September 16th, 2019 at 6:00 p.m. to consider:

- A. The adoption of a preliminary resolution declaring intent to exercise special assessment police powers in connection with the construction of water main improvements along 120th Avenue (East Frontage Road) and CTH ML. The project generally consists of the construction of a 12-inch water main and appurtenances beginning at the corner of CTH "ML" and the East Frontage Road (120th Avenue) and extending north along 120th Avenue approximately 6,600 feet and extending east along CTH "ML" approximately 1,600 feet..
- B. Other items set forth on the agenda of said meeting which are available in the municipal offices.

Dated: September 6, 2019

Vesna Savic
Deputy Village Clerk

Publish one (1) time
September 6, 2019

RESOLUTION #19-29

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE CONSTRUCTION OF PUBLIC WATER MAIN ALONG THE EAST FRONTAGE ROAD AND CTH “ML” IN THE VILLAGE OF PLEASANT PRAIRIE.

RESOLVED, by the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin:

1. The Governing Body hereby declares its intention to levy special assessments pursuant to Section 66.0703, Wis. Stats., upon property described in Schedule A hereto for special benefits conferred upon such property with the construction of public water main in the Village of Pleasant Prairie. The project generally consists of the following:
 - a. Construction of a 16-inch water main and appurtenances beginning at the corner of CTH “ML” and the East Frontage Road (120th Avenue) and extending north along 120th Avenue approximately 6,600-feet and extending east along CTH “ML” approximately 1,600 feet.
2. The Governing Body hereby determines that the construction of such improvements are in the best interest of and for the health and welfare of the Municipality and the property affected by the improvement and constitutes an exercise of the police power.
3. The assessment against any parcel may be paid in cash or in ten equal, annual installments.
4. The Clerk shall cause to be prepared a report which shall consist of:
 - A. Preliminary plans and specifications for the improvements.
 - B. An estimate of the entire cost of the proposed improvements.
 - C. A schedule of proposed assessments.
5. When the report is completed, the Clerk shall make a copy of the report available for public inspection.

6. Upon completion of the report, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and report. This notice shall be published as a Class 1 Notice and a copy shall be mailed, at least ten days before the hearing, to every interested party.
7. The hearing shall be held at the regular meeting place of the Governing Body at a time set by the Clerk in accordance with Section 66.0703(7(a)), Wis. Stats.

Passed and adopted this 16th day of September, 2019.

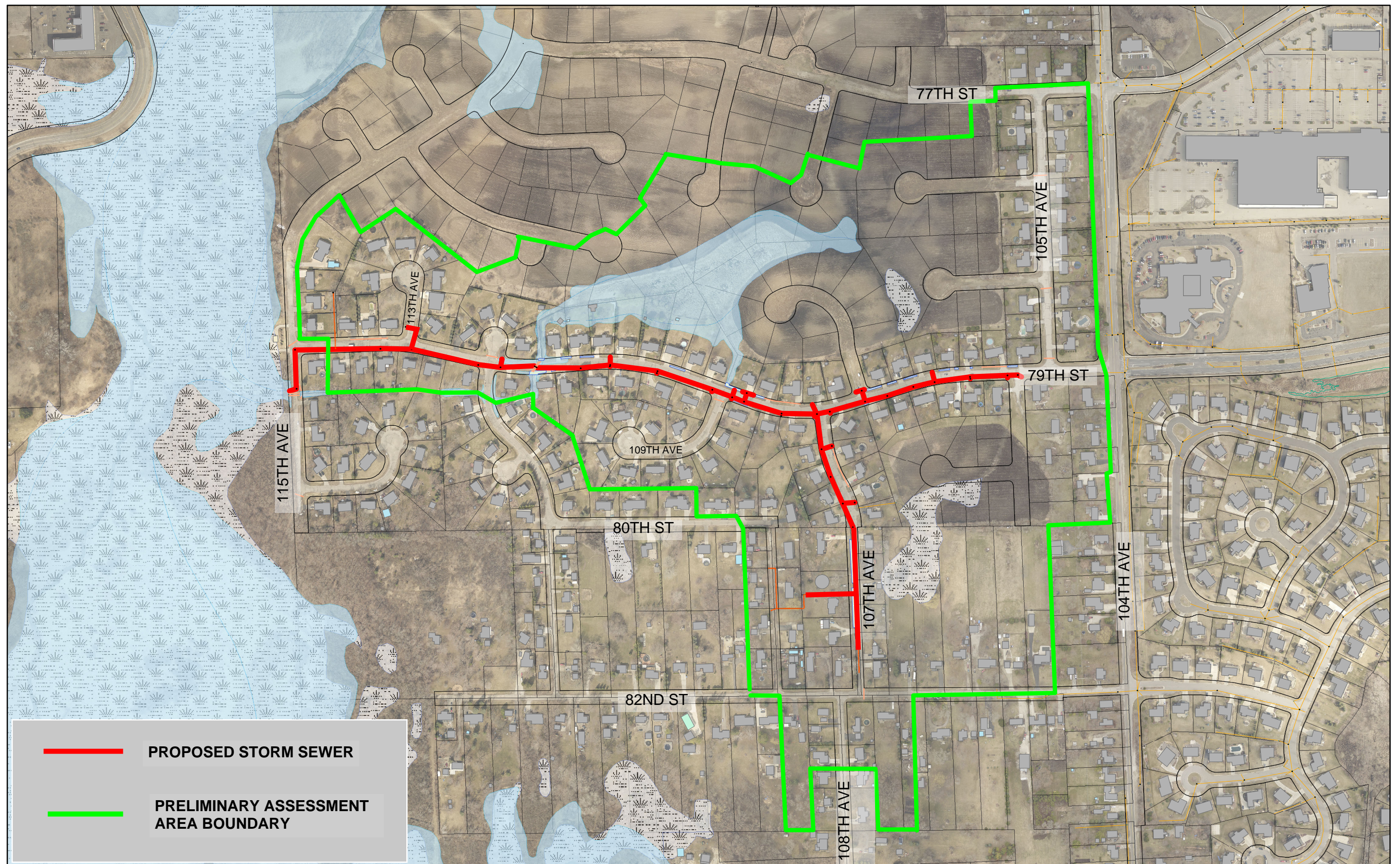
VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

Attest:

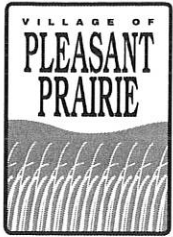
Jane C. Snell, Clerk

Posted: _____



**SCHEDULE A
CHATEAU EAU PLAINES STORM WATER IMPROVEMENTS**





NOTICE TO RESIDENTS
OF
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

An open meeting of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, will be held in the Village Hall, 9915 - 39th Avenue, Pleasant Prairie, WI on Monday, September 16th, 2019 at 6:00 p.m. to consider:

- A. The adoption of a preliminary resolution declaring intent to exercise special assessment police powers in connection with the construction of Storm Water Improvements within the Chateau Eau Plaines Subdivision. The project generally consists of storm sewers, inlets, sump pump laterals, and ditching along 79th Street and 107th Avenue in the Chateau Eau Plaines Subdivision.
- B. Other items set forth on the agenda of said meeting which are available in the municipal offices.

Dated: September 10, 2019

Jane C. Snell
Village Clerk

Publish one (1) time
September 10, 2019

RESOLUTION #19-31

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS FOR THE CONSTRUCTION OF STORM WATER IMPROVEMENTS WITHIN THE CHATEAU EAU PLAINES SUBDIVISION

RESOLVED, by the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin:

1. The Governing Body hereby declares its intention to levy special assessments pursuant to Section 66.0703, Wis. Stats., upon properties generally described in Schedule A hereto for special benefits conferred upon such properties by the construction of Storm Water Improvements within the Chateau Eau Plaines Subdivision. The project generally consists of storm sewers, inlets, sump pump laterals, and ditching along 79th Street and 107th Avenue in the Chateau Eau Plaines Subdivision.
2. The Governing Body hereby determines that the construction of such improvements are in the best interest of and for the health and welfare of the Municipality and the property affected by the improvement and constitutes an exercise of the police power.
3. The assessment against any parcel may be paid in cash or in ten equal, annual installments.
4. The Clerk shall cause to be prepared a report which shall consist of:
 - A. Preliminary plans and specifications for the improvements.
 - B. An estimate of the entire cost of the proposed improvements.
 - C. A schedule of proposed assessments.
5. When the report is completed, the Clerk shall make a copy of the report available for public inspection.
6. Upon completion of the report, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and report. This notice shall be published as a Class 1 Notice and a copy shall be mailed, at least ten days before the hearing, to every interested party.
7. The hearing shall be held at the regular meeting place of the Governing Body at a time set by the Clerk in accordance with Section 66.0703(7(a)), Wis. Stats.

Passed and adopted this 16st day of September, 2019.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

Attest:

Jane C. Snell, Clerk

Posted:



Office of the Finance Director/Treasurer
Kathleen M. Goessl

TO: Pleasant Prairie Village Board
Nathan Thiel, Village Administrator

FROM: Kathleen Goessl, Finance Director

DATE: September 16, 2019

SUBJECT: Sewer Utility Rates

The Village hired Baker Tilly Virchow Krause, LLP to evaluate and recommend updated sewer rates, and to help us file an application to the Wisconsin Public Service Commission for a water rate analysis. These rates evaluations were necessary at this time, because our customer base has changed since our last sewer rate increase 2015 and water rate increase in 2012.

The basic premise upon which utility rates are established is that revenue earned should be adequate to cover operating costs and debt service payments. In addition, the purpose of the rate making process is to design equitable rates, that is, rates which as nearly as possible recover the costs associated with servicing particular customers.

Baker Tilly recommended a reduction in sewer rates for all customers. The new sewer rates are detailed in resolution 19-34. This sewer rate decrease will be made in coordination with a water rate increase. The Public Service Commission held a hearing on September 10, 2019, but hasn't set an effective date yet for the water rate increase. For most customer the water rate increase is offset by the sewer rate decrease, see page 20 in the "Report on Forecasted user charge System" from Baker Tilly.

PLEASANT PRAIRIE SEWER UTILITY

Pleasant Prairie, Wisconsin

REPORT ON FORECASTED USER CHARGE SYSTEM

Prepared as of

August 19, 2019

PLEASANT PRAIRIE SEWER UTILITY

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INDEPENDENT ACCOUNTANTS' REPORT

Pleasant Prairie Sewer Utility
Pleasant Prairie, Wisconsin

Management is responsible for the accompanying forecasted Attachments 1 through 12 and Appendix A ("Attachments") as identified in the table of contents of the Pleasant Prairie Sewer Utility, an enterprise fund of the Village of Pleasant Prairie for the year ending December 31, 2019, including the related summaries of significant assumptions and accounting policies in accordance with guidelines for the presentation of a forecast established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the forecasted Attachments nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this forecasted Attachments.

There will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

The accompanying supplementary information, identified as historical financial information for the years ended December 31, 2015 through December 31, 2018 and non-financial information, contained in the Attachments is presented for purposes of additional analysis and is not a required part of the forecast. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not examined or reviewed the supplementary information and do not express an opinion, a conclusion nor provide any assurance on such information.

Baker Tilly Virchow Krause, LLP

Madison, Wisconsin
August 19, 2019

PLEASANT PRAIRIE SEWER UTILITY

MANAGEMENT INFORMATION

UTILITY BACKGROUND

Pleasant Prairie Sewer Utility (utility) provides sewer services to customers within the Village of Pleasant Prairie. Authority to set sewer rates at fair and equitable levels and, at the same time, permit the utility to earn sufficient revenues in order to provide adequate and reliable service, rests with the village board.

The utility's rates were last increased June 1, 2015.

BASIS FOR UTILITY RATES

The basic premise upon which utility rates are established is that the revenue earned by the utility should be adequate to cover operating costs and provide for repayment of principal and interest on utility debt. If rates are not sufficient, the utility may not be able to maintain its infrastructure in a manner enabling adequate service, or the utility will need to be subsidized by general fund property tax revenues.

In addition to providing adequate revenue, the purpose of the rate making process is to design equitable rates; that is, rates which as nearly as possible recover from customers the costs associated with serving those particular customers. The use of property tax revenues to finance utility operations results in payment for utility service based on the valuation of property, not on the cost of service provided.

The utility's rate study, including cost of service and proposed rates, is based on forecasted results of operations for the year ended December 31, 2019. The sewer cost of service study is an allocation of the revenue requirements to those sewer related parameters which cause the expenses to be incurred. The study proceeds through the identification of cost of treating each parameter, the calculation of unit cost for each parameter, and the development of rates which, when applied to the customer count and sewer utility volume, will produce the required revenues.

PLEASANT PRAIRIE SEWER UTILITY

SUMMARY OF SIGNIFICANT ASSUMPTIONS

NATURE OF THE FORECAST

This financial forecast presents, to the best of management's knowledge and belief, the utility's expected results of operations for the forecast period. Accordingly, the forecast reflects management's judgment, as of August 19, 2019, the date of this forecast, of expected conditions and courses of action. The assumptions disclosed herein are those that management believes are significant to the forecast. There will be differences between the forecasted and actual results, because events and circumstances do not occur as expected, and those differences may be material. The following is a summary of significant accounting policies. Except as noted, this forecast applies the same accounting policies as the historical financial statements of the utility.

OPERATING REVENUES

The utility has both metered and unmetered customers, therefore, user fee revenues are based both on water meter readings and monthly fixed charges. Billings are made to customers monthly. The utility does not record unbilled revenues.

A historical consumer analysis was prepared for January through December 2018 with an accuracy of $\pm 2.0\%$ obtained for each customer class. Additional customers were forecasted by management.

The utility is currently in the process of expanding its' service area during 2019. This analysis was prepared assuming new customers from that service area are classified as retail and included in the general consumption analysis above. The forecasted growth related to this activity was minimal for 2019.

High strength loadings were forecasted by management. This rate study uses domestic strength levels as follows:

BOD	180 mg/l
SS	200 mg/l
Phosphorous	6 mg/l

Due to an isolated pre-treatment issue with one industrial customer during the majority of 2018, industrial surcharge revenue and treatment expense were abnormally high. This issue was resolved in early 2019 and assumed high strength usage for 2019 was projected to return to levels consistent with 2017 and 2016.

OTHER REVENUES

Other revenues are forecasted based on historical trends from 2015-2018, review of the 2019 utility budget and discussions with management. Special assessment and connection fee collections were forecasted by management based on current known conditions.

OPERATION AND MAINTENANCE EXPENSES

In general, operation and maintenance expenses for 2019 were based on the utility operating budget and discussions with management.

PLEASANT PRAIRIE SEWER UTILITY

SUMMARY OF SIGNIFICANT ASSUMPTIONS

CONTINGENCY/RETURN

A contingency or return component of 6% of operation and maintenance expenses is included to accommodate contingencies. Barring contingencies, funds can be set aside for future capital needs and/or to build cash reserves.

EQUIPMENT REPLACEMENT FUND

This account is required by the Department of Natural Resources (DNR) and is designed to generate funds for replacing mechanical plant equipment. A listing of plant currently being funded by this account is located at Schedule 5. Due to management's intent to pay off outstanding debt in 2020, this fund will no longer be required by debt covenant. However, management believes it to be a valid management tool and plans to keep it funded at a level determined to be appropriate.

DEBT SERVICE

Debt service payments are based on current and estimated future repayment schedules. The utility currently intends to pay off all outstanding debt service during 2020 with cash reserves on hand. No amounts have been included as debt service payments for the forecasted test year as this debt will be paid from current reserves.

CAPITAL ADDITIONS

Forecasted capital additions are based on discussions with village management, consulting engineers, and historical trends. Capital additions that will be paid from operating revenues are included in the study. Certain capital additions for the forecasted test year were annualized for rate making purposes. Additional funds are being collected to build capital reserves to avoid borrowing in future years and ultimately provide lower costs to ratepayers by avoiding interest and debt issuance expenses.

DISCOUNTED RATE FOR SPECIAL CUSTOMER

The utility currently maintains an agreement signed on May 19, 2014 with one industrial customer providing for a discounted wastewater volume rate compared to the retail customers. This discounted rate was based on the assumption that waste from the customer would be well below domestic strength for BOD, SS and phosphorus. This discounted rate was included in the analysis and adjusted based on current assumed usage and high strength volumes for the forecasted year.

PLEASANT PRAIRIE SEWER UTILITY

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The utility's annual financial statements are prepared on the accrual basis of accounting. Accordingly, revenues are recorded when services are provided and expenses are recorded when costs are incurred. Other significant accounting policies are explained in the utility annual financial statements.

This forecast deviates from the accrual basis of accounting for the following items:

1. Forecasted expenses payments may include normalized costs for rate-making purposes.
2. The revenue requirement may include capital expenditures, debt service and deposits to investment accounts even though these items are not recorded as expenses on an accrual basis.
3. Assumptions reported within this forecast are those management believes to be significant, and may not be all inclusive.

PLEASANT PRAIRIE SEWER UTILITY

Revenue Requirement Summary - Cash Flow Basis

Schedule 1

SOURCES OF FUNDS	Actual				Forecasted	Proposed Rate
	2015	2016	2017	2018	2019	
Metered Revenues						
Residential	\$ 2,621,798	\$ 2,656,200	\$ 2,620,619	\$ 2,628,445	\$ 2,649,792 D	\$ 2,324,030
Commercial	897,479	954,669	991,110	1,043,149	1,156,076 D	961,580
Industrial	1,070,448	1,247,853	1,235,196	1,426,882	1,400,032 D	1,110,106
Public authority	61,183	58,709	57,429	55,568	60,873 D	53,393
Residential Surcharge	6,290	6,290	6,290	6,290	6,290 C	6,290
Industrial Surcharge	762,177	1,064,297	1,180,983	1,691,238	1,208,850 D	707,731
Total Metered Revenues	5,419,375	5,988,018	6,091,627	6,851,572	6,481,913	5,163,131
Other Revenue						
Customer forfeited discounts	39,340	34,076	41,621	29,129	35,000 A	35,000
Interest income on investments	29,548	34,336	75,297	161,570	100,000 A	100,000
Miscellaneous operating revenues	2,093	1,019	-	6,900	6,900 A	6,900
Capital contributions	8,981	4,156	10,185	15,972	100,000 A	100,000
Connection fee collections	78,292	207,481	196,000	663,104	263,100 A	263,100
Special assessment collections	20,556	149,901	199,987	50,821	67,279 A	67,279
Total Other Revenue	178,810	430,969	523,090	927,496	572,279	572,279
Total Sources of Funds	5,598,185	6,418,987	6,614,717	7,779,068	7,054,192	5,735,410
REVENUE REQUIRED						
Operation and maintenance expenses	3,170,774	3,058,980	3,562,720	4,022,593	3,882,100 A	3,882,100
Debt service	748,192	684,194	865,200	806,575	-	-
Contingency/Return	-	-	-	-	232,900	232,900
Capital additions/capital reserve	440,674	756,169	463,433	589,235	1,600,000 B	1,600,000
Total Revenue Required	4,359,640	4,499,343	4,891,353	5,418,403	5,715,000	5,715,000
Net					\$ 1,339,192	\$ 20,410
Percent rate increase (decrease)					-20.66%	

A - Budgeted 2019 amounts

B - 2018 - 2019 Capital plan amounts, including normalized expense related to large 2019 project to rehab sewer lining, and additonal reserves for future projects.

C - 2016 - 2018 three year average

D - Forecasted amount based on anticipated customer growth and consumption

Please refer to Accountants' Report, Summary of Significant Accounting Policies and Significant Assumptions.

PLEASANT PRAIRIE SEWER UTILITY

Consumer Analysis

Actual January 2018 through December 2018

Schedule 2

Authorized Rates		Residential			Commercial			Industrial			Public Authority			Total		
VOLUME		Units	Revenue		Units	Revenue		Units	Revenue		Units	Revenue		Units	Revenue	
\$	5.76 /1000 gal	176,006	\$ 1,013,795		165,076	\$ 950,838		190,769	\$ 1,098,829		7,957	\$ 45,832		539,808	\$ 3,109,294	
Niagara Only:								54,879	241,468					54,879	241,468	
4.40 /1000 gal																
MONTHLY METER CHARGE		Customers	Billings	Revenue	Customers	Billings	Revenue	Customers	Billings	Revenue	Customers	Billings	Revenue	Customers	Billings	Revenue
\$	13.26 5/8" + 3/4"	3,689	44,268	586,994	99	1,188	15,753	7	84	1,114	3	36	477	3,798	45,576	604,338
	15.98 5/8" + 3/4" + 1" deduct	-	-	-	17	204	3,260	6	72	1,151	1	12	192	24	288	4,602
	18.29 1"	59	708	12,949	55	660	12,071	5	60	1,097	3	36	658	122	1,464	26,777
	18.20 1-1/2"deduct	-	-	-	4	48	874	22	264	4,805	1	12	218	27	324	5,897
	21.87 1-1/2"	7	84	1,837	47	564	12,335	12	144	3,149	3	36	787	69	828	18,108
	36.74 2"	-	-	-	68	816	29,980	43	516	18,958	8	96	3,527	119	1,428	52,465
	25.05 2" deduct	-	-	-	4	48	1,202	17	204	5,110	3	36	902	24	288	7,214
	60.23 3"	-	-	-	12	144	8,673	13	156	9,396	1	12	723	26	312	18,792
	25.05 3" deduct	-	-	-	-	-	-	3	36	902	-	-	-	3	36	902
	93.79 4"	-	-	-	2	24	2,251	11	132	12,380	2	24	2,251	15	180	16,882
	31.91 4" deduct	-	-	-	1	12	383	-	-	-	-	-	-	1	12	383
	130.84 6"	-	-	-	1	12	1,570	-	-	-	-	-	-	1	12	1,570
	44.41 6" deduct	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equivalent Residential Units																
	36.30 LM-Kenosha Water Residents	4	48	1,742	-	-	-	-	-	-	-	-	-	4	48	1,742
	36.30 Prairie Village Condos	22	264	9,583	-	-	-	-	-	-	-	-	-	22	264	9,583
	19.02 PP - Kenosha Water Residents (Oct-May)	46	368	6,999	-	-	-	-	-	-	-	-	-	46	368	6,999
	24.78 PP - Kenosha Water Residents (Oct-May)	87	696	17,247	-	-	-	-	-	-	-	-	-	87	696	17,247
	30.54 PP - Kenosha Water Residents (Oct-May)	121	968	29,563	-	-	-	-	-	-	-	-	-	121	968	29,563
	36.30 PP - Kenosha Water Residents (Oct-May)	124	992	36,010	-	-	-	-	-	-	-	-	-	124	992	36,010
	42.06 PP - Kenosha Water Residents (Oct-May)	78	624	26,245	-	-	-	-	-	-	-	-	-	78	624	26,245
	47.80 PP - Kenosha Water Residents (Oct-May)	1	8	382	-	-	-	-	-	-	-	-	-	1	8	382
	47.82 PP - Kenosha Water Residents (Oct-May)	95	760	36,343	-	-	-	-	-	-	-	-	-	95	760	36,343
	53.58 PP - Kenosha Water Residents (Oct-May)	37	296	15,860	-	-	-	-	-	-	-	-	-	37	296	15,860
	59.34 PP - Kenosha Water Residents (Oct-May)	26	208	12,343	-	-	-	-	-	-	-	-	-	26	208	12,343
	65.10 PP - Kenosha Water Residents (Oct-May)	14	112	7,291	-	-	-	-	-	-	-	-	-	14	112	7,291
	70.86 PP - Kenosha Water Residents (Oct-May)	9	72	5,102	-	-	-	-	-	-	-	-	-	9	72	5,102
	76.62 PP - Kenosha Water Residents (Oct-May)	3	24	1,839	-	-	-	-	-	-	-	-	-	3	24	1,839
	82.38 PP - Kenosha Water Residents (Oct-May)	2	16	1,318	-	-	-	-	-	-	-	-	-	2	16	1,318
	88.14 PP - Kenosha Water Residents (Oct-May)	6	48	4,231	-	-	-	-	-	-	-	-	-	6	48	4,231
	93.90 PP - Kenosha Water Residents (Oct-May)	1	8	751	-	-	-	-	-	-	-	-	-	1	8	751
	105.42 PP - Kenosha Water Residents (Oct-May)	2	16	1,687	-	-	-	-	-	-	-	-	-	2	16	1,687
	111.18 PP - Kenosha Water Residents (Oct-May)	1	8	889	-	-	-	-	-	-	-	-	-	1	8	889
	116.94 PP - Kenosha Water Residents (Oct-May)	1	8	936	-	-	-	-	-	-	-	-	-	1	8	936
	122.70 PP - Kenosha Water Residents (Oct-May)	1	8	982	-	-	-	-	-	-	-	-	-	1	8	982
	128.46 PP - Kenosha Water Residents (Oct-May)	1	8	1,028	-	-	-	-	-	-	-	-	-	1	8	1,028
	168.78 PP - Kenosha Water Residents (Oct-May)	1	8	1,350	-	-	-	-	-	-	-	-	-	1	8	1,350
	19.02 PP - Kenosha Water Residents (Jun-Sep)	44	176	3,348	-	-	-	-	-	-	-	-	-	44	176	3,348
	24.78 PP - Kenosha Water Residents (Jun-Sep)	89	356	8,822	-	-	-	-	-	-	-	-	-	89	356	8,822
	30.54 PP - Kenosha Water Residents (Jun-Sep)	122	488	14,904	-	-	-	-	-	-	-	-	-	122	488	14,904
	36.30 PP - Kenosha Water Residents (Jun-Sep)	135	540	19,602	-	-	-	-	-	-	-	-	-	135	540	19,602
	42.06 PP - Kenosha Water Residents (Jun-Sep)	77	308	12,954	-	-	-	-	-	-	-	-	-	77	308	12,954
	47.82 PP - Kenosha Water Residents (Jun-Sep)	96	384	18,363	-	-	-	-	-	-	-	-	-	96	384	18,363
	53.58 PP - Kenosha Water Residents (Jun-Sep)	37	148	7,930	-	-	-	-	-	-	-	-	-	37	148	7,930
	59.34 PP - Kenosha Water Residents (Jun-Sep)	21	84	4,985	-	-	-	-	-	-	-	-	-	21	84	4,985
	65.10 PP - Kenosha Water Residents (Jun-Sep)	14	56	3,646	-	-	-	-	-	-	-	-	-	14	56	3,646
	70.86 PP - Kenosha Water Residents (Jun-Sep)	7	28	1,984	-	-	-	-	-	-	-	-	-	7	28	1,984
	76.62 PP - Kenosha Water Residents (Jun-Sep)	8	32	2,452	-	-	-	-	-	-	-	-	-	8	32	2,452
	82.38 PP - Kenosha Water Residents (Jun-Sep)	4	16	1,318	-	-	-	-	-	-	-	-	-	4	16	1,318
	88.14 PP - Kenosha Water Residents (Jun-Sep)	1	4	353	-	-	-	-	-	-	-	-	-	1	4	353
	93.90 PP - Kenosha Water Residents (Jun-Sep)	1	4	376	-	-	-	-	-	-	-	-	-	1	4	376
	105.42 PP - Kenosha Water Residents (Jun-Sep)	1	4	422	-	-	-	-	-	-	-	-	-	1	4	422
	134.22 PP - Kenosha Water Residents (Jun-Sep)	1	4	537	-	-	-	-	-	-	-	-	-	1	4	537

Monthly Residential Charge															
59.83	LM Monthly (1 unit)	85	1,020	61,027	-	-	-	-	-	-	-	-	85	1,020	61,027
103.09	LM Monthly (2 units)	1	12	1,237	-	-	-	-	-	-	-	-	1	12	1,237
47.82	Monthly (1 unit)	1,095	13,140	628,355	6	72	3,443	-	-	-	-	-	1,101	13,212	631,798
82.38	Monthly (2 units)	10	120	9,886	3	36	2,966	-	-	-	-	-	13	156	12,851
116.94	Monthly (3 units)	-	-	-	1	12	1,403	-	-	-	-	-	1	12	1,403
151.50	Monthly (4 units)	-	-	-	1	12	1,818	-	-	-	-	-	1	12	1,818
SUBTOTAL		6,287	67,552	1,623,998	321	3,852	97,982	139	1,668	58,062	25	300	9,736	6,772	73,372
High Strength surcharges										1,691,238					
Total Revenues Per Analysis				\$ 2,637,792			\$ 1,048,820			\$ 3,089,597			\$ 55,568		\$ 6,831,777
Overpayment Refunds				(20)			(1,774)			-			-		(1,794)
Billing Adjustments				922						-			-		922
Adjusted Revenue per Analysis				\$ 2,638,694			\$ 1,047,046			\$ 3,089,597			\$ 55,568		\$ 6,830,905
Actual Revenues (per GL)				\$ 2,628,445			\$ 1,043,149			\$ 3,118,120			\$ 55,568		\$ 6,845,282
\$ Difference				\$ 10,249			\$ 3,897			\$ (28,523)			\$ 0		\$ (14,377)
% Difference				0.39%			0.37%			-0.91%			0.00%		-0.21%

PLEASANT PRAIRIE SEWER UTILITY

Consumer Analysis
Forecasted 2019

Schedule 3

Authorized Rates			Residential		Commercial		Industrial		Public Authority		Total			
VOLUME			Units	Revenue	Units	Revenue	Units	Revenue	Units	Revenue	Units	Revenue		
\$	5.76	/1000 gal	176,836	\$ 1,018,573	181,985	\$ 1,048,233	186,335	\$ 1,073,288	8,878	\$ 51,137	554,033	\$ 3,191,231		
Niagara Only:							60,293	265,289			60,293	265,289		
High Strength:														
	0.80	/lb BOD					931,250	745,000			931,250	745,000		
	0.56	/lb SS					546,429	306,000			546,429	306,000		
	10.87	/lb PHOS					5,152	56,000			5,152	56,000		
		Lab fees					-	95,000			-	95,000		
		Administrative items					-	6,850			-	6,850		
		Subtotal					1,482,830	1,208,850			1,482,830	1,208,850		
MONTHLY METER CHARGE			Customers	Billings	Revenue	Customers	Billings	Revenue	Customers	Billings	Revenue	Customers	Billings	Revenue
\$	13.26	5/8" + 3/4"	3,733	44,796	593,995	115	1,380	18,299	7	84	1,114	3	36	477
	15.98	5/8" + 3/4" + 1" deduct	-	-	-	17	204	3,260	6	72	1,151	1	12	192
	18.29	1"	60	720	13,169	64	768	14,047	7	84	1,536	3	36	658
	18.20	1-1/2"deduct	-	-	-	4	48	874	22	264	4,805	1	12	218
	21.87	1-1/2"	7	84	1,837	57	684	14,959	13	156	3,412	3	36	787
	36.74	2"	-	-	-	68	816	29,980	44	528	19,399	8	96	3,527
	25.05	2" deduct	-	-	-	3	36	902	17	204	5,110	3	36	902
	60.23	3"	-	-	-	14	168	10,119	13	156	9,396	1	12	723
	25.05	3" deduct	-	-	-	-	-	-	3	36	902	-	-	-
	93.79	4"	-	-	-	2	24	2,251	13	156	14,631	2	24	2,251
	31.91	4" deduct	-	-	-	1	12	383	-	-	-	-	-	-
	130.84	6"	-	-	-	2	24	3,140	-	-	-	-	-	-
	44.41	6" deduct	-	-	-	-	-	-	-	-	-	-	-	-
Equivalent Residential Units														
	36.30	LM-Kenosha Water Residents	4	48	1,742	-	-	-	-	-	-	-	4	48
	36.30	Prairie Village Condos	22	264	9,583	-	-	-	-	-	-	-	22	264
	19.02	PP - Kenosha Water Residents	46	368	6,999	-	-	-	-	-	-	-	46	368
	24.78	PP - Kenosha Water Residents	87	696	17,247	-	-	-	-	-	-	-	87	696
	30.54	PP - Kenosha Water Residents	121	968	29,563	-	-	-	-	-	-	-	121	968
	36.30	PP - Kenosha Water Residents	124	992	36,010	-	-	-	-	-	-	-	124	992
	42.06	PP - Kenosha Water Residents	78	624	26,245	-	-	-	-	-	-	-	78	624
	47.80	PP - Kenosha Water Residents	1	8	382	-	-	-	-	-	-	-	1	8
	47.82	PP - Kenosha Water Residents	95	760	36,343	-	-	-	-	-	-	-	95	760
	53.58	PP - Kenosha Water Residents	37	296	15,860	-	-	-	-	-	-	-	37	296
	59.34	PP - Kenosha Water Residents	26	208	12,343	-	-	-	-	-	-	-	26	208
	65.10	PP - Kenosha Water Residents	14	112	7,291	-	-	-	-	-	-	-	14	112
	70.86	PP - Kenosha Water Residents	9	72	5,102	-	-	-	-	-	-	-	9	72
	76.62	PP - Kenosha Water Residents	3	24	1,839	-	-	-	-	-	-	-	3	24
	82.38	PP - Kenosha Water Residents	2	16	1,318	-	-	-	-	-	-	-	2	16
	88.14	PP - Kenosha Water Residents	6	48	4,231	-	-	-	-	-	-	-	6	48
	93.90	PP - Kenosha Water Residents	1	8	751	-	-	-	-	-	-	-	1	8
	105.42	PP - Kenosha Water Residents	2	16	1,687	-	-	-	-	-	-	-	2	16
	111.18	PP - Kenosha Water Residents	1	8	889	-	-	-	-	-	-	-	1	8
	116.94	PP - Kenosha Water Residents	1	8	936	-	-	-	-	-	-	-	1	8
	122.70	PP - Kenosha Water Residents	1	8	982	-	-	-	-	-	-	-	1	8
	128.46	PP - Kenosha Water Residents	1	8	1,028	-	-	-	-	-	-	-	1	8
	168.78	PP - Kenosha Water Residents	1	8	1,350	-	-	-	-	-	-	-	1	8
	19.02	PP - Kenosha Water Residents	44	352	8,222	-	-	-	-	-	-	-	44	352
	24.78	PP - Kenosha Water Residents	89	356	8,822	-	-	-	-	-	-	-	89	356
	30.54	PP - Kenosha Water Residents	122	488	14,904	-	-	-	-	-	-	-	122	488
	36.30	PP - Kenosha Water Residents	135	540	19,602	-	-	-	-	-	-	-	135	540
	42.06	PP - Kenosha Water Residents	77	308	12,954	-	-	-	-	-	-	-	77	308
	47.82	PP - Kenosha Water Residents	96	384	18,363	-	-	-	-	-	-	-	96	384
	53.58	PP - Kenosha Water Residents	37	148	7,930	-	-	-	-	-	-	-	37	148
	59.34	PP - Kenosha Water Residents	21	84	4,985	-	-	-	-	-	-	-	21	84
	65.10	PP - Kenosha Water Residents	14	56	3,646	-	-	-	-	-	-	-	14	56
	70.86	PP - Kenosha Water Residents	7	28	1,984	-	-	-	-	-	-	-	7	28
	76.62	PP - Kenosha Water Residents	3	12	2,452	-	-	-	-	-	-	-	3	12
	82.38	PP - Kenosha Water Residents	4	16	1,318	-	-	-	-	-	-	-	4	16
	88.14	PP - Kenosha Water Residents	1	4	353	-	-	-	-	-	-	-	1	4
	93.90	PP - Kenosha Water Residents	1	4	376	-	-	-	-	-	-	-	1	4
	105.42	PP - Kenosha Water Residents	1	4	422	-	-	-	-	-	-	-	1	4
	134.22	PP - Kenosha Water Residents	1	4	537	-	-	-	-	-	-	-	1	4

Monthly Residential Charge																
59.83	LM Monthly (1 unit)	85	1,020	61,027	-	-	-	-	-	-	-	-	-	85	1,020	61,027
103.09	LM Monthly (2 units)	1	12	1,237	-	-	-	-	-	-	-	-	-	1	12	1,237
47.82	Monthly (1 unit)	1,095	13,140	628,355	6	72	3,443	-	-	-	-	-	-	1,101	13,212	631,798
82.38	Monthly (2 units)	10	120	9,886	3	36	2,966	-	-	-	-	-	-	13	156	12,851
116.94	Monthly (3 units)	-	-	-	1	12	1,403	-	-	-	-	-	-	1	12	1,403
151.50	Monthly (4 units)	-	-	-	1	12	1,818	-	-	-	-	-	-	1	12	1,818
SUBTOTAL		6,332	68,092	1,631,219	358	4,296	107,842	145	1,740	61,455	25	300	9,736	6,860	74,428	1,810,252
High Strength Surcharges				-			-			1,208,850			-			1,208,850
Total Revenues Per Analysis			\$	2,649,792		\$	1,156,076		\$	2,608,882		\$	60,873		\$	6,475,623

PLEASANT PRAIRIE SEWER UTILITY

Detailed Operation and Maintenance Expenses
Actual 2015 - Forecasted 2019

Schedule 4

Acct	Actual				Forecasted		
	2015	2016	2017	2018	2019		
Operation Expenses							
820	Supervision and labor	\$ 120,986	\$ 147,432	\$ 149,823	\$ 146,770	\$ 129,870	A
821	Power and fuel for pumping	71,630	70,565	75,136	77,780	78,000	A
826	Other chemicals for sewage treatment	1,763	3,729	6,238	5,864	10,000	A
827	Other operating supplies and expenses	1,929,297	1,868,314	2,289,800	2,623,540	2,182,470	A
Total Operation Expenses		2,123,676	2,090,040	2,520,997	2,853,954	2,400,340	
Maintenance Expenses							
831	Maint. of sewage collection system	389,907	264,958	379,193	454,302	549,415	A
832	Maint. of collection system pumping equipment	155,886	134,156	119,498	156,128	222,946	A
833	Maint. of treatment and disposal plant equipment	1,906	457	256	371	2,700	A
834	Maint. of general plant structures and equipment	500	-	-	-	7,616	A
Total Maintenance Expenses		548,199	399,571	498,947	610,801	782,677	
Administrative and General Expense							
842	Meter reading	417	6,116	7,218	8,019	9,043	A
850	Administrative and general salaries	328,894	371,845	345,402	370,077	402,349	A
851	Office supplies and expenses	38,334	37,084	41,215	39,510	53,328	A
852	Outside services employed	6,827	7,379	7,986	7,614	40,000	A
853	Insurance expense	14,191	9,980	9,620	10,122	11,000	A
856	Miscellaneous general expenses	102,684	127,628	123,245	117,173	175,300	A
Total Admin. and General Expense		491,347	560,032	534,686	552,515	691,020	
Social security taxes		7,552	9,337	8,090	5,323	8,036	A
Total Operation and Maintenance Expense		\$ 3,170,774	\$ 3,058,980	\$ 3,562,720	\$ 4,022,593	\$ 3,882,073	

A - Budgeted 2019

PLEASANT PRAIRIE SEWER UTILITY
Replacement Fund Allocation
Forecasted 2019

Schedule 5

Equipment Value per Financial Statements (12/31/18):

Electric pumping equipment	\$	3,032,532	
Flow monitor equipment		204,937	
Secondary treatment equipment		10,149	
		<u>3,247,618</u>	
Percent required for equipment replacement		30%	See table below
	\$	<u>974,285</u>	

The equipment replacement fund is properly funded and no annual deposit is required.

<u>Mechanical Equipment Assets*</u>	<u>Percent Required For Equipment Replacement</u>
\$0-\$1,000,000	50%
\$1,000,001-\$3,000,000	40%
\$3,000,001-\$5,000,000	30%
\$5,000,001-\$10,000,000	20%
\$10,000,001-\$20,000,000	10%
\$20,000,001-\$30,000,000	7%
Over \$30,000,000	5%

*Amount prior to depreciation, for equipment only.

PLEASANT PRAIRIE SEWER UTILITY

Summary of Cost of Service Study
Forecasted 2019

Schedule 6

	Allocation Basis	Forecasted 2019	Demand	Customer Costs	Volume	BOD	SS	Phos
Operation and maintenance exp	Detailed schedule	\$ 3,882,100	\$ 256,400	\$ 321,300	\$ 1,400,200	\$ 939,400	\$ 692,300	\$ 272,500
Contingency	6% O&M expense	232,900	15,400	19,300	84,000	56,400	41,500	16,300
Capital additions	Collection system	1,600,000	400,000	400,000	800,000	-	-	-
Subtotal		5,715,000	671,800	740,600	2,284,200	995,800	733,800	288,800
Less: connection fee collections	Collection system	263,100	65,800	65,800	131,600	-	-	-
Less: residential surcharge fees	BOD/SS/PH	6,300	-	-	-	2,500	1,900	1,900
Less: lab fees	BOD/SS/PH	6,900	-	-	-	2,700	2,100	2,100
Less: assessment collections	Collection system	67,300	16,800	16,800	33,800	-	-	-
Subtotal		5,371,400	589,200	658,000	2,118,800	990,600	729,800	284,800
Less: other revenues	Overall average	235,000	25,800	28,800	92,600	43,300	31,900	12,500
Revenue Required from Rates		\$ 5,136,400	\$ 563,400	\$ 629,200	\$ 2,026,200	\$ 947,300	\$ 697,900	\$ 272,300
Total Revenue Generated from Current Rates		\$ 6,481,900						
Net		\$ 1,345,500						
Percent Change		-20.76%						

Please refer to Accountants' Report, Summary of Significant Accounting Policies and Significant Assumptions.

PLEASANT PRAIRIE SEWER UTILITY

Allocation of Operation and Maintenance Expenses
Forecasted 2019

Schedule 7

	Forecasted 2019	Dem	Cust	Vol	BOD	SS	Phos	Demand	Customer	Volume	BOD	SS	Phos
Plant Operating Expenses													
Supervision and labor	\$ 129,870	10	10	40	15	15	10	\$ 12,987	\$ 12,987	\$ 51,948	\$ 19,481	\$ 19,481	\$ 12,987
Power and fuel for pumping	78,000	-	10	40	20	20	10	-	7,800	31,200	15,600	15,600	7,800
Other chemicals for sewage treatment	10,000	-	-	-	60	-	40	-	-	-	6,000	-	4,000
Other operating supplies and expenses	2,182,470	4	-	37	30	21	8	87,299	-	807,514	654,741	458,319	174,598
Total Plant Operating Expenses	2,400,340							100,286	20,787	890,662	695,822	493,399	199,385
Maintenance Expenses													
Maint. of sewage collection system	549,415	20	40	30	5	5	-	109,883	219,766	164,825	27,471	27,471	-
Maint. of collection system pumping equip	222,946	-	10	40	20	20	10	-	22,295	89,178	44,589	44,589	22,295
Maint. of treatment and disposal equipment	2,700	-	15	35	20	20	10	-	405	945	540	540	270
Maint. of general plant structures and equip	7,616	5	5	35	20	20	15	381	381	2,666	1,523	1,523	1,142
Total Maintenance Expenses	782,677							110,264	242,846	257,614	74,123	74,123	23,707
Administrative and General Expense													
Meter reading	9,043	7	8	36	24	18	7	598	749	3,262	2,187	1,612	634
Administrative and general salaries	402,349	7	8	36	24	18	7	26,615	33,325	145,148	97,325	71,738	28,200
Office supplies and expenses	53,328	7	8	36	24	18	7	3,528	4,417	19,238	12,900	9,508	3,738
Outside services employed	40,000	7	8	36	24	18	7	2,646	3,313	14,430	9,676	7,132	2,804
Insurance expense	11,000	7	8	36	24	18	7	728	911	3,968	2,661	1,961	771
Miscellaneous general expenses	175,300	7	8	36	24	18	7	11,596	14,519	63,240	42,404	31,255	12,286
Total Administrative and General Expense	691,020							45,709	57,234	249,286	167,152	123,207	48,432
Social Security Taxes	8,036	2	5	32	29	20	12	161	402	2,572	2,330	1,607	964
Total O&M Expense	\$ 3,882,073							\$ 256,420	\$ 321,269	\$ 1,400,133	\$ 939,427	\$ 692,336	\$ 272,488

Please refer to Accountants' Report, Summary of Significant Accounting Policies and Significant Assumptions.

PLEASANT PRAIRIE SEWER UTILITY

Calculation of Minimum Monthly Charge
Forecasted 2019

Schedule 8

Meter Size	Customers	Demand Ratio	Equivalent Meters	Monthly Demand Charge	Monthly Fixed Charge	Deduct Meter Recovery	Computed Monthly Charge	Proposed Monthly Charge	Annual Revenue
5/8" + 3/4"	3,858	1.0	3,858	\$ 5.60	\$ 8.45		14.05	\$ 14.10	\$ 652,774
5/8" + 3/4" + 1" deduct	24	0.0	0	0.00	8.45	6.84	15.29	15.30	4,406
1"	134	2.5	335	14.00	8.45		22.45	22.50	36,180
1-1/2" deduct	27	0.0	0	0.00	8.45	10.08	18.53	18.50	5,994
1-1/2"	80	5.0	400	28.00	8.45		36.46	36.50	35,040
2"	120	8.0	960	44.80	8.45		53.26	53.30	76,752
2" deduct	23	0.0	0	0.00	8.45	10.79	19.25	19.20	5,299
3"	28	15.0	420	84.00	8.45		92.46	92.50	31,080
3" deduct	3	0.0	0	0.00	8.45	11.94	20.40	20.40	734
4"	17	25.0	425	140.01	8.45		148.46	148.50	30,294
4" deduct	1	0.0	0	0.00	8.45	17.46	25.91	25.90	311
6"	2	50.0	100	280.01	8.45		288.47	288.50	6,924
6" deduct	0	0.0	0	0.00	8.45	26.53	34.98	35.00	0
PP - Kenosha Water Residents	658	1.0	658	5.60	8.45		14.05	14.10	111,249
LM-Kenosha Water Residents	4	1.0	4	5.60	8.45		14.05	14.10	677
Prairie Village Condos	22	1.0	22	5.60	8.45		14.05	14.10	3,722
Monthly (1 unit)	1,186	1.0	1,186	5.60	8.45		14.05	14.10	200,671
Monthly (2 units)	14	1.0	14	5.60	8.45		14.05	14.10	2,369
Monthly (3 units)	1	1.0	1	5.60	8.45		14.05	14.10	169
Monthly (4 units)	1	1.0	1	5.60	8.45		14.05	14.10	169
Totals	<u>6,203</u>		<u>8,384</u>					\$	<u>1,204,815</u>

Total Demand Related Costs	\$ <u>563,400</u> /	8,384 /	12 = <u>5.60</u>
Total Customer Costs	\$ <u>629,200</u> /	6,203 /	12 = <u>8.45</u>
Total Fixed Costs	\$ <u>1,192,600</u>		

Please refer to Accountants' Report, Summary of Significant Accounting Policies and Significant Assumptions.

PLEASANT PRAIRIE SEWER UTILITY

Calculation of Volume Charge
Forecasted 2019

Schedule 9

CALCULATION OF VOLUME CHARGE

	2019 Forecasted Cost of Service	Estimated Loadings	Wastewater Only	Unit Cost
Volume	\$ 2,026,200	738,920 gal		\$ 2.742 /Kgal
BOD	947,300	1,965,342 lbs		0.482 /lb
SS	697,900	1,706,035 lbs		0.409 /lb
Phosphorous	272,300	39,701 lbs		6.859 /lb
TOTALS	\$ 3,943,700			

Calculated Domestic Strength/Niagara Rates:

	Niagara Only				Domestic Strength Only			
Volume				\$ 2.742			\$ 2.742	
BOD	30.5 x	0.00834 x	0.482 =	0.123	180 x	0.00834 x	0.482 =	0.724
SS	55 x	0.00834 x	0.409 =	0.188	200 x	0.00834 x	0.409 =	0.682
Phosphorous	1.175 x	0.00834 x	6.859 =	0.067	6 x	0.00834 x	6.859 =	0.343
RATE PER 1,000 GALLONS (DOMESTIC)				\$ 3.12 /Kgal				\$ 4.49 /Kgal

Estimated loadings:

	(A) Forecasted High Strength (lbs)	(B) Niagara Only				(C) Domestic Strength Only				(D) Sewer Only Customers (Estimate Use)				(A+B+C+D)
Volume		60,293			60,293	554,033				124,594				738,920 gallons
BOD (lbs)	931,250	60,293 x	0.00834 x	30.5 =	15,337	554,033 x	0.00834 x	180 =	831,715	124,594 x	0.00834 x	180 =	187,040	1,965,342 pounds
SS (lbs)	546,429	60,293 x	0.00834 x	55 =	27,656	554,033 x	0.00834 x	200 =	924,127	124,594 x	0.00834 x	200 =	207,823	1,706,035 pounds
Phosphorous (lbs)	5,152	60,293 x	0.00834 x	1.2 =	591	554,033 x	0.00834 x	6 =	27,724	124,594 x	0.00834 x	6 =	6,235	39,701 pounds

SUMMARY OF RATES:

	Niagara	Domestic Strength
Volume Charge	\$ 3.12 /Kgal	\$ 4.49 /Kgal
Surcharges:		
BOD above estimated loadings	\$ 0.48 /lb	\$ 0.48 /lb
SS above estimated loadings	\$ 0.41 /lb	\$ 0.41 /lb
Phosphorous above estimated loadings	\$ 6.86 /lb	\$ 6.86 /lb

Proposed Monthly Rates																
VOLUME		Residential		Commercial		Industrial		Public Authority		Total						
		Units	Revenue	Units	Revenue	Units	Revenue	Units	Revenue	Units	Revenue					
\$	4.49 /1000 gal	176,836	\$ 794,212	181,985	\$ 817,339	186,335	\$ 836,874	8,878	\$ 39,873	554,033	\$ 2,488,298					
Niagara Only: 3.12 /1000 gal						60,293	188,088	60,293				188,088				
High Strength:						931,250	448,865	931,250				448,865				
0.48 /lb BOD						546,429	223,531	546,429				223,531				
0.41 /lb SS						5,152	35,335	5,152				35,335				
6.86 /lb PHOS																
Subtotal						707,731						707,731				
MONTHLY METER CHARGE		Customers	Billings	Revenue	Customers	Billings	Revenue	Customers	Billings	Revenue	Customers	Billings	Revenue	Customers	Billings	Revenue
\$	14.10 5/8" + 3/4"	3,733	44,796	631,624	115	1,380	19,458	7	84	1,184	3	36	508	3,858	46,296	652,774
	15.30 5/8" + 3/4" + 1" deduct	-	-	-	17	204	3,121	6	72	1,102	1	12	184	24	288	4,406
	22.50 1"	60	720	16,200	64	768	17,280	7	84	1,890	3	36	810	134	1,608	36,180
	18.50 1-1/2"deduct	-	-	-	4	48	888	22	264	4,884	1	12	222	27	324	5,994
	36.50 1-1/2"	7	84	3,066	57	684	24,966	13	156	5,694	3	36	1,314	80	960	35,040
	53.30 2"	-	-	-	68	816	43,493	44	528	28,142	8	96	5,117	120	1,440	76,752
	19.20 2" deduct	-	-	-	3	36	691	17	204	3,917	3	36	691	23	276	5,299
	92.50 3"	-	-	-	14	168	15,540	13	156	14,430	1	12	1,110	28	336	31,080
	20.40 3" deduct	-	-	-	-	-	-	3	36	734	-	-	-	3	36	734
	148.50 4"	-	-	-	2	24	3,564	13	156	23,166	2	24	3,564	17	204	30,294
	25.90 4" deduct	-	-	-	1	12	311	-	-	-	-	-	-	1	12	311
	288.50 6"	-	-	-	2	24	6,924	-	-	-	-	-	-	2	24	6,924
	35.00 6" deduct	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equivalent Residential Units																
32.06	LM-Kenosha Water Residents	4	48	1,539	-	-	-	-	-	-	-	-	-	4	48	1,539
32.06	Prairie Village Condos	22	264	8,465	-	-	-	-	-	-	-	-	-	22	264	8,465
18.59	PP - Kenosha Water Residents	46	368	6,842	-	-	-	-	-	-	-	-	-	46	368	6,842
23.08	PP - Kenosha Water Residents	87	696	16,065	-	-	-	-	-	-	-	-	-	87	696	16,065
27.57	PP - Kenosha Water Residents	121	968	26,691	-	-	-	-	-	-	-	-	-	121	968	26,691
32.06	PP - Kenosha Water Residents	124	992	31,808	-	-	-	-	-	-	-	-	-	124	992	31,808
36.56	PP - Kenosha Water Residents	78	624	22,811	-	-	-	-	-	-	-	-	-	78	624	22,811
41.05	PP - Kenosha Water Residents	1	8	328	-	-	-	-	-	-	-	-	-	1	8	328
41.05	PP - Kenosha Water Residents	95	760	31,196	-	-	-	-	-	-	-	-	-	95	760	31,196
45.54	PP - Kenosha Water Residents	37	296	13,479	-	-	-	-	-	-	-	-	-	37	296	13,479
50.03	PP - Kenosha Water Residents	26	208	10,406	-	-	-	-	-	-	-	-	-	26	208	10,406
54.52	PP - Kenosha Water Residents	14	112	6,106	-	-	-	-	-	-	-	-	-	14	112	6,106
59.01	PP - Kenosha Water Residents	9	72	4,249	-	-	-	-	-	-	-	-	-	9	72	4,249
63.50	PP - Kenosha Water Residents	3	24	1,524	-	-	-	-	-	-	-	-	-	3	24	1,524
67.99	PP - Kenosha Water Residents	2	16	1,088	-	-	-	-	-	-	-	-	-	2	16	1,088
72.49	PP - Kenosha Water Residents	6	48	3,479	-	-	-	-	-	-	-	-	-	6	48	3,479
76.98	PP - Kenosha Water Residents	1	8	616	-	-	-	-	-	-	-	-	-	1	8	616
85.96	PP - Kenosha Water Residents	2	16	1,375	-	-	-	-	-	-	-	-	-	2	16	1,375
90.45	PP - Kenosha Water Residents	1	8	724	-	-	-	-	-	-	-	-	-	1	8	724
94.94	PP - Kenosha Water Residents	1	8	760	-	-	-	-	-	-	-	-	-	1	8	760
99.43	PP - Kenosha Water Residents	1	8	795	-	-	-	-	-	-	-	-	-	1	8	795
103.92	PP - Kenosha Water Residents	1	8	831	-	-	-	-	-	-	-	-	-	1	8	831
135.36	PP - Kenosha Water Residents	1	8	1,083	-	-	-	-	-	-	-	-	-	1	8	1,083
18.59	PP - Kenosha Water Residents	44	176	3,272	-	-	-	-	-	-	-	-	-	44	176	3,272
23.08	PP - Kenosha Water Residents	89	356	8,217	-	-	-	-	-	-	-	-	-	89	356	8,217
27.57	PP - Kenosha Water Residents	122	488	13,456	-	-	-	-	-	-	-	-	-	122	488	13,456
32.06	PP - Kenosha Water Residents	135	540	17,315	-	-	-	-	-	-	-	-	-	135	540	17,315
36.56	PP - Kenosha Water Residents	77	308	11,259	-	-	-	-	-	-	-	-	-	77	308	11,259
41.05	PP - Kenosha Water Residents	96	384	15,762	-	-	-	-	-	-	-	-	-	96	384	15,762
45.54	PP - Kenosha Water Residents	37	148	6,740	-	-	-	-	-	-	-	-	-	37	148	6,740
50.03	PP - Kenosha Water Residents	21	84	4,203	-	-	-	-	-	-	-	-	-	21	84	4,203
54.52	PP - Kenosha Water Residents	14	56	3,053	-	-	-	-	-	-	-	-	-	14	56	3,053
59.01	PP - Kenosha Water Residents	7	28	1,652	-	-	-	-	-	-	-	-	-	7	28	1,652
63.50	PP - Kenosha Water Residents	8	32	2,032	-	-	-	-	-	-	-	-	-	8	32	2,032
67.99	PP - Kenosha Water Residents	4	16	1,088	-	-	-	-	-	-	-	-	-	4	16	1,088
72.49	PP - Kenosha Water Residents	1	4	290	-	-	-	-	-	-	-	-	-	1	4	290
76.98	PP - Kenosha Water Residents	1	4	308	-	-	-	-	-	-	-	-	-	1	4	308
85.96	PP - Kenosha Water Residents	1	4	344	-	-	-	-	-	-	-	-	-	1	4	344
108.42	PP - Kenosha Water Residents	1	4	434	-	-	-	-	-	-	-	-	-	1	4	434

Monthly Residential Charge															
47.78	LM Monthly (1 unit)	85	1,020	48,740	-	-	-	-	-	-	-	-	85	1,020	48,740
81.47	LM Monthly (2 units)	1	12	978	-	-	-	-	-	-	-	-	1	12	978
41.05	Monthly (1 unit)	1,095	13,140	539,364	6	72	2,955	-	-	-	-	-	1,101	13,212	542,319
67.99	Monthly (2 units)	10	120	8,159	3	36	2,448	-	-	-	-	-	13	156	10,607
94.94	Monthly (3 units)	-	-	-	1	12	1,139	-	-	-	-	-	1	12	1,139
121.89	Monthly (4 units)	-	-	-	1	12	1,463	-	-	-	-	-	1	12	1,463
SUBTOTAL		6,332	68,092	1,529,819	358	4,296	144,241	145	1,740	85,144	25	300	13,519	6,860	74,428
High Strength Surcharges				-			-			707,731			-		707,731
Total Revenues Per Analysis			\$	2,324,030		\$	961,580		\$	1,817,838		\$	53,393		\$
Revenue at Current Rates:			\$	<u>2,649,792</u>		\$	<u>1,156,076</u>		\$	<u>2,608,882</u>		\$	<u>60,873</u>		\$
Dollar Variance			\$	<u>(325,761)</u>		\$	<u>(194,496)</u>		\$	<u>(791,044)</u>		\$	<u>(7,481)</u>		\$
Percent Variance				<u>-12.29%</u>			<u>-16.82%</u>			<u>-30.32%</u>			<u>-12.29%</u>		

PLEASANT PRAIRIE SEWER UTILITY

Monthly Bill Comparison
Present vs. Proposed Rates

Schedule 11

Customer	Monthly Volume	Meter	Monthly Charge			
			Present	Proposed	Inc/(Decr)	%
Residential	4,000	5/8"	\$ 36.30	\$ 32.06	\$ (4.24)	-11.68%
Residential	2,000	5/8"	24.78	23.08	(1.70)	-6.86%
Residential	6,000	5/8"	47.82	41.04	(6.78)	-14.18%
Commercial	35,000	3/4"	214.86	171.25	(43.61)	-20.30%
Commercial	42,000	3/4"	255.18	202.68	(52.50)	-20.57%
Commercial	90,000	1-1/2"	540.27	440.60	(99.67)	-18.45%
Industrial	110,000	1-1/2"	655.47	530.40	(125.07)	-19.08%
Industrial	107,000	2"	653.06	533.73	(119.33)	-18.27%
Industrial	350,000	3"	2,076.23	1,664.00	(412.23)	-19.85%
BOD above 180 mg/l	700		560.00	336.00	(224.00)	-40.00%
SS above 200 mg/l	800		448.00	328.00	(120.00)	-26.79%
Phosphorous above 6 mg/l	12		130.44	82.32	(48.12)	-36.89%
Total Industrial			3,214.67	2,410.32	(804.35)	-25.02%
Industrial	500,000	4"	2,973.79	2,393.50	(580.29)	-19.51%
BOD above 180 mg/l	3,000		2,400.00	1,440.00	(960.00)	-40.00%
SS above 200 mg/l	3,700		2,072.00	1,517.00	(555.00)	-26.79%
Phosphorous above 6 mg/l	200		2,174.00	1,372.00	(802.00)	-36.89%
Total Industrial			9,619.79	6,722.50	(2,897.29)	-30.12%
Public Authority	30,000	3/4"	186.06	148.80	(37.26)	-20.03%

	Present Rates	Proposed Rates
Volume Charge (per 1000 gal):		
Domestic Strength	\$ 5.76	\$ 4.49
Niagara Only	4.40	3.12
Surcharges (per lb):		
BOD above 180 mg/l	0.80	0.48
SS above 200 mg/l	0.56	0.41
Phosphorous above 6 mg/l	10.87	6.86
Monthly Customer Charge:		
5/8"	13.26	14.10
3/4"	13.26	14.10
1"	18.29	22.50
1 1/2"	21.87	36.50
2"	36.74	53.30
3"	60.23	92.50
4"	93.79	148.50
6"	130.84	288.50
Pleasant Prairie		
Monthly (1 unit)	47.82	41.05
Monthly (2 units)	82.38	67.99
Monthly (3 units)	116.94	94.94
Monthly (4 units)	151.50	121.89
Lake Michigan (includes surcharge of 25% - outside Village limits)		
Monthly (1 unit)	59.83	47.78
Monthly (2 units)	103.09	81.47

PLEASANT PRAIRIE SEWER UTILITY

Rate Comparison
Monthly Sewer and Water Bills

Schedule 12

Customer Type	Meter Size	Volume (gal)	Water		Sewer		Net Change	
			Monthly Bill Old Rates	Monthly Bill New Rates	Monthly Bill Old Rates	Monthly Bill New Rates	\$	%
Small Residential	5/8"	3,000	\$ 23.33	\$ 26.70	\$ 30.54	\$ 27.57	\$ 0.40	0.7%
Average Residential	5/8"	5,000	32.13	34.50	42.06	36.55	(3.14)	-4.2%
Large Residential	5/8"	15,000	76.13	73.50	99.66	81.45	(20.84)	-11.9%
Large Residential	3/4"	30,000	133.87	132.00	186.06	148.80	(39.13)	-12.2%
Large Residential	1"	100,000	408.49	417.00	594.29	471.50	(114.28)	-11.4%
Multifamily Residential	1"	60,000	256.09	301.20	363.89	291.90	(26.88)	-4.3%
Multifamily Residential	1 1/2"	75,000	330.28	392.95	453.87	373.25	(17.95)	-2.3%
Multifamily Residential	2"	100,000	455.61	549.20	612.74	502.30	(16.85)	-1.6%
Multifamily Residential	4"	1,500,000	4,452.18	6,435.90	8,733.79	6,883.50	133.43	1.0%
Commercial	3/4"	45,000	191.02	222.45	272.46	216.15	(24.88)	-5.4%
Commercial	1"	100,000	408.49	479.20	594.29	471.50	(52.08)	-5.2%
Commercial	1 1/2"	500,000	1,668.73	2,178.90	2,901.87	2,281.50	(110.20)	-2.4%
Commercial	6"	2,500,000	7,128.36	10,533.90	14,530.84	11,513.50	388.20	1.8%
Industrial	1 1/2"	500,000	1,668.73	2,178.90	2,901.87	2,281.50	(110.20)	-2.4%
Industrial	2"	5,000,000	13,443.81	20,223.90	28,836.74	22,503.30	446.65	1.1%
Industrial	3"	15,000,000	39,604.96	60,313.90	86,460.23	67,442.50	1,691.21	1.3%
Industrial	6"	25,000,000	65,853.36	100,533.90	144,130.84	112,538.50	3,088.20	1.5%
Public Authority	3/4"	20,000	95.77	111.20	128.46	103.90	(9.13)	-4.1%
Public Authority	1-1/2"	35,000	177.88	214.95	223.47	193.65	7.25	1.8%
Public Authority	2"	100,000	455.61	549.20	612.74	502.30	(16.85)	-1.6%
Public Authority	4"	750,000	2,494.68	3,435.90	4,413.79	3,516.00	43.43	0.6%
Niagra Project	1 1/2"	100,000	265.09	504.20	461.87	348.50	125.74	17.3%
Niagra Project	6"	15,000,000	34,774.72	60,533.90	66,130.84	47,088.50	6,716.84	6.7%
Niagra Project	6"	20,000,000	46,274.72	80,533.90	88,130.84	62,688.50	8,816.84	6.6%
Niagra Project	6"	25,000,000	57,774.72	100,533.90	110,130.84	78,288.50	10,916.84	6.5%

APPENDIX

PLEASANT PRAIRIE SEWER UTILITY**Appendix A**

Annual Debt Service

Pleasant Prairie**GENERAL OBLIGATION PROMISSORY NOTES**

Issued: December 18, 2008

Purpose: Capital Additions & Improvements

Year Ending December 31,	Principal	Interest	Total
2018	\$ 445,000	\$ 21,137	\$ 466,137
2019	-	-	-
2020	-	-	-
2021	-	-	-
2022	-	-	-
Thereafter	-	-	-
Totals	<u>\$ 445,000</u>	<u>\$ 21,137</u>	<u>\$ 466,137</u>

Issue Date: April 27, 2010

Purpose: Capital Additions & Improvements

Year Ending December 31,	Principal	Interest	Total
2018	\$ 25,000	\$ 102,938	\$ 127,938
2019	100,000	100,125	200,125
2020	2,175,000	48,938	2,223,938
2021	-	-	-
2022	-	-	-
Thereafter	-	-	-
Totals	<u>\$ 2,300,000</u>	<u>\$ 252,001</u>	<u>\$ 2,552,001</u>

GENERAL OBLIGATION REFUNDING NOTES

Issued: June 16, 2008

Purpose: Capital Additions & Improvements

Year Ending December 31,	Principal	Interest	Total
2018	\$ 200,000	\$ 12,500	\$ 212,500
2019	200,000	4,250	204,250
2020	-	-	-
2021	-	-	-
2022	-	-	-
Thereafter	-	-	-
Totals	<u>\$ 400,000</u>	<u>\$ 16,750</u>	<u>\$ 416,750</u>

TOTAL DEBT SERVICE

Year Ending December 31,	Principal	Interest	Total
2018	\$ 670,000	\$ 136,575	\$ 806,575
2019	300,000	104,375	404,375
2020	2,175,000	48,938	2,223,938
2021	-	-	-
2022	-	-	-
Thereafter	-	-	-
Totals	<u>\$ 3,145,000</u>	<u>\$ 289,888</u>	<u>\$ 3,434,888</u>

*Note the utility intends to pay off the outstanding debt service in 2019 with cash reserves on hand

RESOLUTION #19-34

RESOLUTION APPROVING NEW SEWER SERVICE CHARGES

WHEREAS, the Pleasant Prairie Sewer Utility (Utility) provides sewer services to customers within the Village of Pleasant Prairie and beginning in 2020 will provide sewer service to a limited area in the Village of Bristol; and,

WHEREAS, the Village Board has the authority to set sewer rates at a fair and equitable level, as well as permitting the Utility to earn sufficient revenue in order to provide adequate and reliable service; and,

WHEREAS, the Utility's rates were last increased on June 1, 2015; and,

WHEREAS, the Utility Rate Study, including cost of service and proposed rate reduction, was based on forecasted results of operations for the year ending December 31, 2019; and

WHEREAS, the effective date of the proposed sewer service charges will be the same effective date as the new water rate charges, which a hearing was held by the Wisconsin Public Service was September 10, 2019; and,

WHEREAS, the user charges for Category A customers in the Pleasant Prairie Sewer Utility and Lake Michigan Sewer Utility District are as follows:

	Meter Size (inches)	Pleasant Prairie Sewer Utility	Lake Michigan Sewer Utility District
Volume charge (per 1,000 gallons)		\$4.49	\$5.61
Niagara Only		\$3.12	
plus			
Monthly customer charge	5/8	\$14.10	\$17.63
	3/4	\$14.10	\$17.63
	1	\$22.50	
	1 ½	\$36.50	
	2	\$53.30	
	3	\$92.50	
	4	\$148.50	
	6	\$288.50	
Groundwater surcharge (per 1,000)		\$4.49	\$5.61

WHEREAS, the user charges for Category B customers in the Pleasant Prairie Sewer Utility and Lake Michigan Sewer Utility District are as follows:

	Meter Size (inches)	Pleasant Prairie Sewer Utility	Lake Michigan Sewer Utility District
Volume charge (per 1,000 gallons)		\$4.49	\$5.61
plus			
Monthly customer charge	5/8	\$14.10	\$17.63
	3/4	\$14.10	\$17.63
	1	\$22.50	
	1 ½	\$36.50	
	2	\$53.30	
	3	\$92.50	
	4	\$148.50	
	6	\$288.50	
Surcharges (per pound)			
BOD above 180 mg/l		\$0.48	\$0.60
Suspended solids above 200 mg/l		\$0.41	\$0.51
Phosphorous above 6 mg/l		\$6.86	\$8.58

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Pleasant Prairie hereby adopts the new sewer service charges.

Passed and adopted this 16th day of September 2019.

John P. Steinbrink, President

Attest:

Jane C. Snell, Village Clerk

ORDINANCE NO. 19-36
ORDINANCE TO AMEND CHAPTER 280-20
OF THE MUNICIPAL CODE OF THE
VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
RELATING TO AMOUNT OF SEWER SERVICE CHARGES

BE IT ORDAINED AND ESTABLISHED by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Chapter 280 Section 20 of the Municipal Code be amended as follows:

§ 285-20 **Amount of sewer service charges.**

A. All rates established pursuant to this chapter will be fair and reasonable. The amount of each charge to be imposed shall be made by resolution. The current rates will be on file with the Village Clerk.

~~The user charges for Category A customers in the Pleasant Prairie Sewer Utility and Lake Michigan Sewer Utility District are as follows:~~

	Meter Size Pleasant Prairie (inches)	Sewer Utility	Lake Michigan Sewer Utility District
Volume charge (per 1,000 gallons)		\$5.76	\$7.21
plus			
Monthly customer charge	5/8	\$13.26	\$16.57
	3/4	\$13.26	\$16.57
	1	\$18.29	
	1 1/2	\$21.87	
	2	\$36.74	
	3	\$60.23	
	4	\$93.79	
	6	\$130.84	
Groundwater surcharge (per 1,000)		\$5.76	\$7.21

B.

~~The user charge rates for Category B customers are as follows:~~

	Meter Size Pleasant Prairie (inches)	Sewer Utility	Lake Michigan Sewer Utility District
Volume charge (per 1,000 gallons)		\$5.76	\$7.21
plus			
Monthly customer charge	5/8	\$13.26	\$16.57
	3/4	\$13.26	\$16.57

	Meter Size Pleasant Prairie (inches)	Sewer Utility	Lake Michigan Sewer Utility District
Volume charge (per 1,000 gallons)		\$5.76	\$7.21
	1	\$18.29	
	1-1/2	\$21.87	
	2	\$36.74	
	3	\$60.23	
	4	\$93.79	
	6	\$130.84	
Surcharges (per pound)			
BOD above 180 mg/l		\$0.80	\$0.99
Suspended solids above 200 mg/l		\$0.56	\$0.70
Phosphorous above 6 mg/l		\$10.87	\$13.59

Passed and adopted this 16th day of September, 2019.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

ATTEST:

Jane C. Snell, Village Clerk

Posted: _____

MEMORANDUM

To: Village Board Trustees
From: Nathan R. Thiel
Date: September 16, 2019
Re: Opioid Litigation



Office of the Village Administrator

Recently the District Attorney Gravely presented to the Village Board regarding efforts made by the County and partnering agencies to address the opioid epidemic. The Village of Pleasant Prairie is not isolated from the impact of opioids, principally in connection with emergency services and court processes.

Currently litigation is being pursued against the opioid manufacturers and distributors to help combat the epidemic at both the State and Federal level. The City of Kenosha brought this litigation to my attention. While there are several law firms that may represent municipalities on the opioid issue, I have provided material from the law firm Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA. This firm currently represent a significant number of municipalities in a federal court case in Ohio.

By entering into an agreement with them, they would file a claim on our behalf at the federal level. We would be required to gather and provide minimal information requested to legitimize the claim, and we would then be included in the settlement process currently underway. Given the state of the current case, the likelihood we would need to develop a significant case is negligible. With the exception of the firm retaining 25% of any recoveries, there is no cost to the Village. In other words there is minimal risk. There is also no guarantee or a definitive amount the Village will recover. Any recovery will be determined during the settlement proceedings. Should the Village elect tonight to make a claim, the Village will be afforded the opportunity to vote with the group to accept the settlement or not.

The Village's participation, in my opinion, is more about the Village affirming the reality of the opioid epidemic and less about recovery of cost impacts. If recovery were more of a concern, the Village might be better off pursuing other alternatives. I wanted to make the Board aware of this option and entertain the consideration to file a claim.

RESOLUTION NO. 19-30

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN APPROVING THE FILING OF CIVIL COMPLAINT AGAINST MANUFACTURERS AND DISTRIBUTORS OF PRESCRIPTION OPIATES.

WHEREAS, there exists a serious public health and safety crisis in this Village involving opioid abuse, addiction, morbidity, and mortality;

WHEREAS, the Village Board has the authority to take action to protect the public welfare of the citizens of this Village;

WHEREAS, the Village Board has duly considered the litigation filed by other cities against the manufacturers and wholesale distributors of prescription opiates;

WHEREAS, the Village Board believes it is in the best interest of the citizens of this Village to pursue similar litigation;

WHEREAS, Peter J. Mougey, a Florida attorney licensed to practice law in Florida, has designed a plan and assembled national consortium of elite trial counsel to investigate, pursue civil litigation and hold responsible those in the chain of distribution of prescription opiates responsible for the public health and safety crisis;

WHEREAS, the retention of special counsel is necessary and desirable given the expertise required to prosecute this complex case against the manufacturers and wholesale distributors. The citizens of this Village will benefit from the retention of special counsel on a contingent fee basis. There is no fee if there is no recovery. There is no reimbursement of litigation expenses if there is no recovery. Such counsel shall not exercise any administrative discretion in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the state or any political subdivision, or execution of public trusts. The Village Board shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation.

NOW, THEREFORE, BE IT RESOLVED, the Village Board hereby authorizes the employment of LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA, to assist the Village BOARD in the pursuit of civil litigation to abate or cause to be abated the public nuisance of opioid abuse, addiction, morbidity and mortality caused by the manufacturers and wholesale distributors of prescription opiates on a contingent fee basis.

FURTHER, that the Village Board hereby approves the filing of a civil action and directs special counsel to perform all due diligence and take appropriate action against all manufacturers and wholesale distributors legally responsible for causing or contributing to the opioid epidemic plaguing our community.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED AND ADOPTED THIS ____ day of ____, 2019.

By: _____
John P. Steinbrink,
Village President

ATTEST:

Jane C. Snell,
Village Clerk

AUTHORITY TO REPRESENT

RE: Village of Pleasant Prairie, Wisconsin civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

The Village of Pleasant Prairie (hereinafter “CLIENT”) hereby retains the law firm LEVIN PAPANTONIO THOMAS MITCHELL RAFFERTY & PROCTOR, PA, pursuant to the Wisconsin Rules of Professional Conduct, on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the Village of Pleasant Prairie including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. **Peter Mougey, Esq.** of the law firm LEVIN PAPANTONIO THOMAS MITCHELL RAFFERTY & PROCTOR, PA shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP
419 11th Street
Huntington, West Virginia

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

BARON & BUDD, PC
3102 Oak Lawn Avenue #1100
Dallas, Texas

HILL PETERSON CARPER BEE & DEITZLER PLLC
500 Tracy Way
Charleston, West Virginia

McHUGH FULLER LAW GROUP
97 Elias Whiddon Rd
Hattiesburg, Mississippi

TABAK LAW, LLC
6045 N. GREEN BAY AVE.
MILWAUKEE, WI 53209-3811

In consideration, CLIENT agrees to pay twenty-five percent (25%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

LEVIN PAPANTONIO THOMAS MITCHELL RAFFERTY & PROCTOR, PA and the other law firms, hereinafter referred to as the “Attorneys,” agree to advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from

any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Attorneys regarding the definition of a “successful recovery.”

The Attorneys intend to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors. The CLIENT agrees to compensate the Attorneys, contingent upon prevailing, by paying 25% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 25% of the gross amount to Attorneys as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 25% of the gross value of the equitable relief to the Attorneys as compensation and then reimburse the reasonable litigation expenses. To be clear, Attorneys shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. Under no circumstances shall the CLIENT be obligated to pay any Attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT’s claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Attorneys will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Attorneys to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Attorneys should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Wisconsin Rules of Professional Conduct including: (1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation; (2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and (3) the total fee is reasonable.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Wisconsin Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this _____ day of _____, 2019.

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

Nathan Thiel, Administrator

Accepted:

LEVIN PAPANTONIO THOMAS
MITCHELL RAFFERTY & PROCTOR, PA
316 South Baylen Street
Suite 600
Pensacola, Florida 32502
850-435-7000

By _____
Peter Mougey, Esq.
Lead Counsel

Date

Exhibit A

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**IN RE: NATIONAL PRESCRIPTION
OPIATE LITIGATION**

Case No. 1:17-MD-2804

Hon. Dan A. Polster

APPLIES TO ALL CASES

GOVERNMENT PLAINTIFF FACT SHEET

Plaintiff (also referred to as "You" throughout) shall provide information responsive to the questions set forth below. Instructions and Definitions are provided at the end of this document. You shall provide information reasonably available to You and are not excused from providing the requested information for failure to appropriately investigate Your case. Plaintiff shall supplement its responses if it learns that they are incomplete or incorrect in any material respect.

PLAINTIFF: _____

Case caption and number: _____

Contact attorney name for MDL: _____

Firm: _____

Telephone number: _____ E-mail address: _____

Description of the citizens and entities that You purport to represent in this lawsuit: _____

I. CLAIM INFORMATION

A. Injuries, Damages, and Persons with Relevant Knowledge:

1. To the best of Your knowledge, for each Defendant You name, identify the approximate date (i.e., month and year) when You claim You were first injured and began to incur damages as a result of the Defendant's alleged conduct. This request is not designed to require an expert evaluation and is not intended to limit any expert testimony related to the damages suffered.

2. Are You seeking in Your lawsuit any monetary damages based on Your payment for allegedly improper opioid prescription claims? Yes_____ No_____

3. Please identify each category of damages or monetary relief that You allege, including all injunctive relief that You seek.

4. Have You or has anyone acting on Your behalf had any communication, oral or written, with any Defendants or their representatives, other than communications through Your attorneys? Yes_____ No_____ Don't Know_____

If yes, please identify the date(s), method(s), and nature of the communication(s).

5. Have You been involved in opioid-related civil litigation in the past?

Yes_____ No_____ Don't Know_____

If yes, please identify the date(s), jurisdiction(s), and partie(s).

6. List Your Departments or Divisions and the current head of each Department/Division.

7. Identify by name, title, and dates of employment Your current employees or representatives with knowledge regarding the abuse, use, misuse, addiction to, and/or diversion of Prescription Opioids, or the possession, abuse, illegal sale, or addiction to other opioids by Your residents.

8. Identify the person(s) who held the following position(s) or their equivalent, since January 1, 2008:

a. Mayors:

b. City councilmembers:

c. County commissioners:

d. County supervisors:

e. County executives:

f. Chief health officers:

g. Auditors:

h. Recorders:

i. Sheriffs or Police Chiefs:

j. Coroners or Medical Examiners:

k. Treasurers:

- l. Chief accountants:
 - m. Chief financial officers:
 - n. Correctional facility supervisors:
 - o. Wardens:
 - p. Heads of Department of Public Health:
 - q. Fire chiefs:
 - r. Directors of Emergency Medical Services:
9. Identify Your annual budget and the actual expenditure You made since January 1, 2008 with respect to each category of damages You claim, as to the following:
 - a. Law enforcement expenditures
 - b. Court expenditures
 - c. Prison/corrections/incarceration expenditures
 - d. Public health expenditures
 - e. Child/family services
 - f. Workers compensation
 - g. Health insurance
10. Identify any specific grant, donation, or other funding designated for or allocated to addressing issues related to Prescription Opioids.

B. Claim-Specific Information

1. Identify each physician or other healthcare provider within Your boundaries who, based on information reasonably available to You, has been the target of a law enforcement or administrative investigation You conducted concerning the physician's or provider's prescribing or dispensing Prescription Opioids since January 1, 2008 (this request is only intended to pertain to closed investigations). See also Section II, question 3.
2. Do You identify, track, or otherwise have in Your possession, custody, or control, information concerning physicians or other healthcare providers who wrote Medically Unnecessary Opioid prescriptions in Your geographical boundaries?
Yes_____ No_____

3. Do You identify, track, or otherwise have in Your possession, custody, or control, information concerning whether a Pharmacy receives Prescription Opioids as a result of a Suspicious Order? Yes_____ No_____
4. Identify each Pharmacy within Your boundaries, based on information reasonably available to You, that has been the target of a law enforcement or administrative investigation You conducted concerning the Pharmacy's dispensing of Prescription Opioids since January 1, 2008 (this request is only intended to pertain to closed investigations). See also Section II, question 3.
5. Do You identify, track, or otherwise have in Your possession, custody, or control, information concerning whether a Pharmacy filled suspicious orders for Opioids into Your geographic area since January 1, 2008? Yes_____ No_____
6. Based on information reasonably available to You: (a) provide the number of overdose deaths of Your residents since January 1, 2008 on a year-by-year basis; and (b) for each such death, identify the drug(s) on which Your resident overdosed.
7. Did You ever notify any State or Federal agency (e.g., Board of Pharmacy, Department of Medicaid, Department of Public Safety, Drug Enforcement Agency, etc.) of suspected wrongful conduct related to Prescription Opioids since January 1, 2008? If yes, please identify the date of the notification, the subject of the conduct, and the general nature of the suspected wrongdoing.
8. Identify every medical insurance plan or carrier, behavioral health carriers, or workers' compensation program used for any of Your employees since January 1, 2008. For each response, please provide the following information:

Name	Dates Offered	Plan's Pharmacy Benefit Manager / Claims Processor

9. Identify every Pharmacy Benefit Manager and other third-party administrator You used since January 1, 2006. For each response, please provide the following information:

Name	Relevant Dates	Name and Title of Individuals Who Oversaw Program

C. Opioid-Related Services and Programs:

For the following questions, please provide information since January 1, 2008.

1. Have You formed or participated in an Opioid Task Force or other program or group to address opioid use or diversion? If yes, provide the name, members, and dates.
2. Have You had a prescription disposal program? If yes, provide the name and dates.
3. Have You operated any addiction treatment programs related to Prescription Opioids? If yes, provide the name and dates.
4. Have You provided any drug abuse prevention or education programs related to Prescription Opioids? If yes, provide the name and dates.

II. DOCUMENTS

Please produce the following documents for the period of January 1, 2008 to present, to the extent that these documents are in Your possession, custody, or control.

1. Documents you maintain that refer or relate to the volume of Prescription Opioids prescribed, dispensed, sold, distributed, diverted, or used in Your geographical boundaries.
2. Meeting agendas for any City Council, County Commission, County Health Board/Commission, or their equivalent that reference Prescription Opioids, the misuse of opioids, or related topics.

3. To the extent that You identified any physician, healthcare provider, or Pharmacy in response to questions I.B.1 and I.B.4 above, please provide that investigation file for those physicians, healthcare providers, or Pharmacies.

III. CERTIFICATION

I declare under penalty of perjury that all of the information provided in this Plaintiff's Fact Sheet is complete, true, and correct to the best of my knowledge and information, and that I have provided all of the requested documents that are reasonably accessible to me and/or my attorneys, to the best of my knowledge.

Signature

Print Name

Date

INSTRUCTIONS

1. The Fact Sheet shall be completed in accordance with the requirements and guidelines set forth in the applicable implementing Order.
2. Each Plaintiff must complete this separate form by electronically inserting the responsive information. The electronic version of this Fact Sheet can expand to accommodate as much information as is necessary to fully answer any of these questions. If you are completing this document in a representative capacity, please answer the questions provided herein on behalf of the Plaintiff you represent.
3. All the responses in this Fact Sheet or an amendment thereto are binding upon Plaintiffs as if they were contained in answers to interrogatories. Any responses, however, are without prejudice to future supplementation.
4. In completing this Fact Sheet, you are under oath and must provide information that is true and correct. You must answer every question as specifically as possible. If you cannot recall or locate the details requested, please provide as much information as you can after making a good-faith inquiry and search. For example, if a question asks for a date and the exact date is not known or capable of being ascertained, an approximate date should be provided (e.g., "approximately mid-2001"). You may and should consult records in your possession that contain responsive information to assist you in responding.
5. You must promptly supplement your responses if you learn that they are incomplete or incorrect in any material respect. Each question in this Fact Sheet is continuing in nature and requires supplemental answers if you obtain further information between the time of answering and the trial.
6. Each question in this Fact Sheet should be construed independently, unless otherwise noted. No question should be construed by reference to any other question if the result is a limitation of the scope of the answer to such question.
7. The questions herein do not seek the discovery of information protected by the attorney-client privilege.
8. The words "and" and "or" should be construed as necessary to bring within the scope of the request all responses and information that might otherwise be construed to be outside its scope.

DEFINITIONS

1. "Pharmacy Benefit Manager(s)" means the person or agency that manages Plaintiff's pharmacy network management, drug utilization review, and disease management programs for Plaintiff or on Plaintiff's behalf.
2. "Prescription Opioids" refers to FDA-approved pain-reducing medications consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a

patient's brain or body to produce an analgesic effect, including, but not limited to, the Prescription Opioids referenced in the Complaint for the wholesale distribution of which You seek to hold Defendants liable.

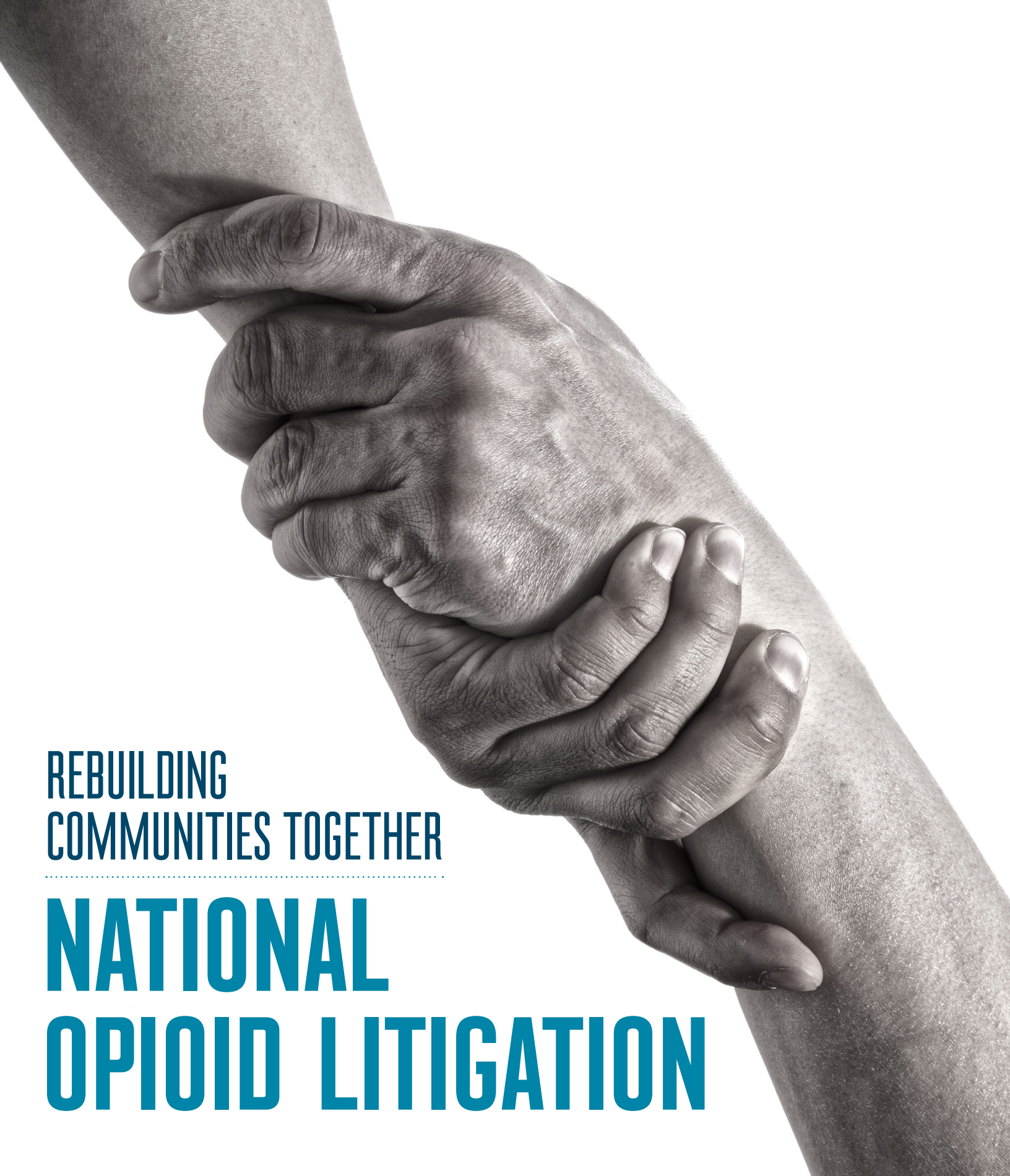
3. "Medically Unnecessary Opioid" refers to (i) FDA-approved pain-reducing medications consisting of natural or synthetic chemicals that bind to opioid receptors in a patient's brain or body to produce an analgesic effect that (ii) were not prescribed or used for a medically appropriate indication, dosage, or method of administration.

4. "You" and "Your" means each individual Plaintiff named in this action, including, its departments, divisions, agents, and/or employees.

5. "Pharmacy" means a pharmacy located within Plaintiff's geographical boundaries.

7. "Suspicious Order" means any order of Prescription Opioids placed by any source that Plaintiff contends should have been reported to the DEA or State authorities, including the Board of Pharmacy or equivalent. Suspicious Orders are not limited to those placed with the Distributor Defendants, but include those placed with any entity that has a regulatory reporting obligation.

8. "Opioid Task Force" means any group organized for the purpose of studying, evaluating, reporting about, investigating, making recommendations concerning, or otherwise considering the existence, origins, causes, responsible entities, effects, remedies, corrective measures for, or ways of combating the abuse, misuse, or addiction to opioids in Your geographical boundaries.



REBUILDING
COMMUNITIES TOGETHER

NATIONAL OPIOID LITIGATION

PRESENTED BY



WHY US?

Our country is in the midst of a public health crisis stemming from a flood of opioids pouring into our cities and counties. These opioids are destroying our families, taking the lives of our loved ones, and sapping tax dollars and resources from our communities.

This opioid epidemic has been fueled by the greed of the corporate elite which includes drug manufacturers and distributors. Despite being required by federal and state law to detect and report “suspicious” orders of opioids they **chose not** to comply.

This has to stop. These companies need to be held accountable. We can help.



IN 2016 THERE WERE OVER 42,249 DEATHS INVOLVING PRESCRIPTION OPIOIDS – THIS IS 5X HIGHER THAN IN 1999

www.cdc.gov/drugoverdose/epidemic/index.html

ABOUT OUR LEGAL TEAM

We are unlike any other firm or attorney group. As opposed to some firms who are attempting to pursue this litigation on their own, we have formed a consortium comprised of some of the preeminent trial firms in the country that specialize in pharmaceutical litigation.

This Consortium was not cobbled together to fight a single battle. Recognizing that the target defendants are some of the richest corporations in the country we are prepared to go the distance and hold them accountable.

We are leaders in opioid litigation having filed some of the first cases in the country and having cases already working through the courts. Currently representing more than 200 governmental entities, our Consortium has filed more opioid cases across the country than any other group and is currently representing clients in more than ten states. Throughout this process, our firms have worked together seamlessly and successfully.


All six firms in our legal team are nationally recognized litigation firms that have built a reputation on their ability and willingness to litigate to verdict complex disputes against some of the world's largest companies. Large cases and powerful defendants are nothing new to us. We have fought and won cases against giants such as Big Tobacco, BP, Bayer, Merck, and DuPont to name just a few.

Whether large or small, we are committed to representing local governments – cities, towns, and counties – and ensuring that they each are justly compensated for the public health crisis and costs imposed on them by the manufacturers and distributors of opioids.



MULTI-DISTRICT LITIGATION (MDL)

In December 2017, the cases brought against opioid manufacturers and distributors were consolidated in front of Judge Dan Polster in the Northern District of Ohio into a multi-district litigation (“MDL”). The MDL process permits the temporary transfer of civil lawsuits to one district court for pretrial consideration and/or consolidation. This creates efficiency and consistency by reducing the risk of contrary legal opinions and by allowing for coordinated discovery.



OUR TEAM HOLDS FIVE KEY LEADERSHIP POSITIONS IN THE MDL

Our legal team led the way toward the creation of the MDL, in the best interests of our clients. The benefits to our clients include consistency in the legal rulings and opinions of the presiding judge, an efficient and coordinated discovery process, and lower costs by preventing redundant and repetitive efforts from being made at the county's expense.

FOUR THINGS THAT SEPARATE OUR CONSORTIUM FROM OTHER FIRMS AND GROUPS:

1. Pioneers of the Wholesale Distributor Litigation

Our Consortium was the first to pursue litigation against the wholesale distributors on behalf of municipalities and filed the motion seeking formation of an MDL proceeding on behalf of the other public entity clients we represent.

Being the first to litigate these cases on behalf of counties and cities also means we have the most experience developing crucial evidence and litigating the common arguments being made by defendants. We have already conducted an in-depth investigation into the facts giving rise to potential liability of the opioid manufacturers and distributors and are already engaged in focus groups and mock trials to test trial strategy and defenses.

2. Our MDL Leadership

The six national law firms that comprise our legal team are considered giants in the MDL world and between them have been actively involved in most every major mass tort litigation since the days of asbestos. Between our six firms we have 28 lawyers across the country currently working full-time on this project, with an additional 200 attorneys and hundreds of support staff at our disposal.

This experience, combined with our extensive client list, our opioid litigation experience, and our stature within the MDL community has led to us receiving five of the twenty-two leadership roles on the Opioid MDL including Co-Lead Counsel (Paul Farrell, *Greene Ketchum*), Co-Liaison Counsel (Troy Rafferty, *Levin Papantonio*), and three Plaintiff's' Executive Committee positions (Peter Mougey, *Levin Papantonio*; Roland Tellis, *Baron & Budd*; Mike Fuller, *McHugh Fuller*). This is an incredible benefit to our clients, ensuring that their community's cries for help are heard.

3. Former DEA and Exclusive Preeminent Witnesses

60 Minutes has aired several exposes that have highlighted the nefarious conduct of the pharmaceutical distributors and featured interviews of former DEA agents that have been retained by our Consortium under agreements that they testify exclusively for our group. (*The Whistleblower*, *Redemption*, 10/15/17).

Additionally, we have retained many of the country's preeminent experts in the fields of addiction medicine, pain management, epidemiology, public health, urban and rural blight, the economics of addiction, and others (e.g. Presidents of Medical Schools, Universities, and Pharmacy Schools, as well as the heads of several governmental agencies), many of whom have published extensively on the subject of the opioid epidemic. These experts will help determine the amount needed to implement a strategic plan that will compensate your community for past and ongoing damages.

4. Experienced Trial Lawyers

The members of our Consortium are all trial law firms with unmatched experience in pharmaceutical litigation. Unlike many firms, we are staffed, experienced, and able to take our clients' cases to trial, if the need arises. No matter the case, no matter the client, we will do what's best for each of them, whether that's taking the case to trial or negotiating a settlement.

**OUR LEGAL TEAM WAS NOT CREATED
SIMPLY TO WIN A SMALL BATTLE,**

we have created a team, a partnership, that is made to win the war, and it is a war that must be waged on the opioid crisis and those that fuel it and profit from it.

We must hold the perpetrators of this crisis accountable and begin to rebuild our communities that have been ravaged by these drugs.

AN INDUSTRY CREATED EPIDEMIC

The manufacturers and distributors of prescription opioids have created this opioid epidemic by generating a population that is physically and psychologically dependent on opioids (the demand) and conspiring to provide floods of prescription opioids which are not medically necessary and will ultimately become available for illicit use or sale (the supply).

These manufacturers and distributors have been repeatedly investigated and sanctioned by regulators for abdicating their legal duties. For example, within the last several years alone, the largest opioid distributors in the nation, as well as certain manufacturers, have been fined hundreds of millions of dollars for their failure to report suspicious orders to the DEA and prevent diversion of these dangerous drugs. Many of these same defendants have been subject to prior litigation by states and counties arising out of the prescription opioid crisis.

However, the fines and prior litigation have not stopped the flood of opioids into our communities and have provided little - if any - relief to our communities.

For years, the distributors and manufacturers of prescription opioids have failed to report or halt suspicious orders, while funneling millions of pills into our communities.

MANUFACTURERS AND DISTRIBUTORS ARE RESPONSIBLE – **THEY KNEW!**

WHO ARE THE MANUFACTURERS?

- Purdue Pharma
- Endo Health Solutions
- Janssen Pharmaceuticals
- Mallinckrodt
- Cephalon
- Actavis
- Insys Therapeutics
- Teva Pharmaceuticals

WHAT DO THEY MANUFACTURE?

- Oxycodone
- Hydrocodone
- Fentanyl

WHO ARE THE DISTRIBUTORS?

The “Big Three”

- McKesson Corporation
- Cardinal Health
- AmerisourceBergen Drug Corp.

OTHER WHOLESALE DISTRIBUTORS

- Miami-Luken
- Masters Pharmaceuticals

PHARMACY DISTRIBUTORS

- Wal-Mart
- CVS
- Walgreens
- Rite Aid

OPIOID DISTRIBUTION SYSTEM – THE DISTRIBUTORS’ AND MANUFACTURERS’ RESPONSIBILITY TO PREVENT DIVERSION

To understand why these companies are liable for the epidemic that is crippling our country, it is helpful to know how the system of drug distribution is designed to work.

1970 CONTROLLED SUBSTANCES ACT (CSA)

Congress enacted this law to create a “closed system” for the distribution of controlled substances and designed to prevent diversion of legally produced substances into illicit markets. This act stripped the manufacturers of the ability to sell directly to retailers and created a link in the distribution chain between Big Pharma and pharmacies.

With this act, distributors and manufacturers became legally bound to identify, investigate, and report suspicious orders of opioids to authorities. These distributors and manufacturers have access to nonpublic data showing the volume and pattern of opioid sales nationwide and have a legal duty to spot and report red flags in the distribution chain to authorities and to halt suspicious orders before shipment.

These pharmaceutical companies are supposed to serve as the gatekeepers – the watch dogs – for preventing opioid abuse. However, for years, the distributors and manufacturers of prescription opioids have failed to report or halt suspicious orders, while continuously funneling millions of pills into communities.

Distributors and manufacturers of opioids systematically and fraudulently violated their statutory duties to prevent diversion of their drugs and to notify the DEA of suspicious orders. Through their scheme, the distributors and manufacturers of opioids repeatedly engaged in unlawful sales of painkillers, which, in turn, artificially and illegally increased the annual production quotas for opioids allowed by the DEA. In doing so, the manufacturers and distributors allowed hundreds of millions of pills to enter the illicit market, allowing them to generate obscene profits.

THE DISTRIBUTOR

The pharmaceutical distributors are the first line of defense and are supposed to play the role of “beat cops” in preventing the flow of controlled substances to illegitimate uses that can lead to abuse, addiction and blight.

Distributors are legally required to be on alert for suspicious orders by pharmacies – such as unusual size, frequency, or pattern – and to report these to the relevant authorities to be investigated.



Rather than controlling the flow of pills and alerting authorities to suspicious orders, the distributors have chosen to abuse their privileged position, lining their pockets by shipping massive quantities of drugs to pharmacies and dispensaries. They have breached the very industry standards they helped enact and that has led to our present-day epidemic.

McKesson, Cardinal, and their distributor cronies admit that they are the gatekeepers for preventing opioid abuse, stating: “distributors are uniquely situated to perform due diligence in order to help support the security of the controlled substances. . . and reduce the possibility that controlled substances within the supply chain will reach locations they are not intended to reach.” The distributors make this admission in the Industry Compliance Guidelines they themselves created to comply with legal mandates – and then wholly ignored.

Federal and state laws give cities and counties the means to hold these distributors accountable for their actions and to stop the influx of these powerful drugs.



In January 2017, McKesson, the largest drug distributor in the nation, was fined a record **\$150 million** by the federal government for its blatant failure to report suspicious orders in violation of federal law. Cardinal Health, another member of the “Big Three” drug distributors, was fined **\$44 million** for its own failures to report suspicious narcotic orders to the DEA.

THE MANUFACTURER

Manufacturers of controlled substances are under the same legal obligations as distributors to prevent drug diversion and are also required to notify DEA of suspicious orders. But they don't.

In July of 2017, the DEA for the first time sanctioned an opioid manufacturer for failing to report suspicious opioid orders. Pursuant to a memorandum of understanding between manufacturer Mallinckrodt and the DEA, Mallinckrodt paid a \$35 million civil penalty for violating federal laws that mandate suspicious order reporting.

CHARGEBACK SYSTEM/SCHEME

Mallinckrodt was caught operating what is known in the industry as a “chargeback” system. Mallinckrodt sold opioids to a wholesale distributor at a higher than usual price, and then offered the distributor a substantial rebate in exchange for the distributor's downstream customer sales information or “chargeback data”. This chargeback data allows manufacturers, like Mallinckrodt, to obtain knowledge of suspicious opioid orders.

The “chargeback” system is not unique to Mallinckrodt. An investigation performed by our Consortium has discovered that this practice is widespread throughout the industry, and that manufacturers have embraced shipping suspicious orders of opioids as an integral part of their business model. Therefore, manufacturers of opioids such as Purdue Pharma, Teva, Endo, Cephalon, and Janssen may also be liable for opioid-related damages.

FALSE AND DECEPTIVE MARKETING CLAIMS

Before the 1990s, generally accepted standards dictated that patients should only use opioids short-term for acute pain. The use of opioids for chronic pain was discouraged or even prohibited due to evidence of patients developing a tolerance to opioids which lead to the serious risk of addiction and other side effects.

WE BELIEVE THAT MANUFACTURERS KNEW THEIR DRUGS WERE ADDICTIVE, BUT AGGRESSIVELY MARKETING THEM FOR THE TREATMENT OF CHRONIC PAIN THROUGH DIRECT AND INDIRECT MARKETING.

In spite of this evidence, opioid manufacturers have conducted, and continue to conduct, marketing campaigns designed to decrease the fear of prescribing opioids and to encourage and persuade doctors and patients that opioids can and should be used for chronic pain. This resulted in opioid treatment for a far broader group of patients who are much more likely to become addicted and suffer other adverse effects from the long-term use of opioids.

Manufacturers have also falsely touted the benefits of long-term opioid use, including the supposed ability of opioids to improve function and quality of life, even though no scientifically reliable evidence to support the manufacturers' claims existed.

WHERE ARE THEY MAKING THESE CLAIMS?
THEY'RE NOT JUST SELLING ADDICTION QUIETLY IN A DOCTOR'S OFFICE OR AT A MEDICAL CONFERENCE. THEY'RE IN YOUR LIVING ROOM, ON YOUR COMPUTER, AND IN YOUR MAIL. **THEY'RE EVERYWHERE YOU ARE.**

These manufacturers spend
**MILLIONS OF DOLLARS
ON PROMOTIONAL
ACTIVITIES AND MATERIALS**
that falsely deny or trivialize
the risks of opioids while
OVERSTATING THE BENEFITS
of using them for chronic pain.

Manufacturers' false representations include:

1. downplayed the serious risk of addiction,
2. created and promoted the concept of "pseudoaddiction" when signs of actual addiction began appearing and advocated that doctors should treat the signs of addiction with more opioids,
3. exaggerated the effectiveness of screening tools to prevent addiction,
4. claimed that it is easy to manage opioid dependence and withdrawal,
5. denied the risks of higher opioid dosages, and
6. exaggerated the effectiveness of "abuse-deterrent" opioid formulations to prevent abuse and addiction.

CAUSES OF ACTION

The conduct outlined above showing the conduct of manufacturers and distributors of opioids supports several claims for damages. We propose filing lawsuits based on public nuisance, false marketing, RICO, and negligence, among other claims. Through these claims we will demand that the mega-corporations who caused this epidemic fund the clean-up efforts.

PUBLIC NUISANCE

Manufacturers and distributors of opioids have created an epidemic within our cities and counties and we will demand that they fund the abatement of this nuisance.

FALSE AND FRAUDULENT MARKETING

Manufacturers of opioids may be held liable for their false and fraudulent marketing activities that have directly led to and exacerbated the opioid epidemic. Claims here include negligent misrepresentation, civil conspiracy, fraud and fraudulent misrepresentation.

RICO (RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT)

Additionally, as more information becomes available on the distribution methods of opioid distributors and manufacturers, it becomes clearer that these entities were working hand-in-hand to maximize their profits at the expense of the health and well-being of American citizens. The federal RICO statute is the perfect tool to hold them accountable for the harm they have caused.

NEGLIGENCE

Finally, distributors and manufacturers also face liability for negligence. Federal regulations require distributors and manufacturers of opioids to be on the lookout for, detect, and report suspicious orders of opioids. Distributors and manufacturers violated industry standards of care by breaching their duty to identify and report suspicious opioid orders to the DEA or other relevant state agencies.

There is no doubt that these violations directly contributed to the opioid epidemic that is running rampant across the nation, and without question, substantial damages have been incurred by cities and counties. These costs should be borne by the negligent distributor and manufacturer defendants.

FOUR IN FIVE NEW HEROIN USERS STARTED OUT MISUSING PRESCRIPTION PAINKILLERS

(Jones CM. Heroin use and heroin use risk behaviors among nonmedical users of prescription opioid pain relievers - United States, 2002-2004 and 2008-2010. Drug Alcohol Depend. 2013 Sept)



POTENTIALLY RECOVERABLE DAMAGES

The companies' known violations of these laws give rise to strong claims for significant equitable and monetary relief. Potentially recoverable damages may include:

1. Money wrongfully paid for opioids through government-payor programs including employee insurance,
2. costs for providing medical care, additional therapeutic and prescription drug purchases, and other treatments for patients suffering from opioid-related addiction or disease, including overdoses and deaths,
3. costs for providing treatment, counseling, rehabilitation services,
4. costs for providing treatment of infants born with opioid-related medical conditions,
5. costs for providing welfare or protective services for children whose parents suffer from opioid-related disability or incapacitation, and
6. costs directly associated with law enforcement and public safety relating to the opioid epidemic. Local governments may also be entitled to injunctive relief to prevent further unlawful distribution of these drugs.

DAMAGE MODEL

WHAT IS RECOVERABLE FOR LOCAL GOVERNMENTS?

Our Consortium recommends pursuing a damage model that is aggressive, expansive, and encompasses both retrospective and prospective aspects. Our team of experts will help identify the impact of this crisis on your community.

A successful outcome would include action to address and end the current opioid crisis in addition to compensating your community for its past and ongoing damages resulting from defendants' conduct that caused the current opioid epidemic.

While they are not exact equivalents, good examples of the type of outcomes which we believe would be successful and achievable may be found in the tobacco and the California lead paint litigation. In both cases, governmental entities were awarded damages as well as ongoing relief to combat what was recognized to be a continuing crisis. Members of our Legal Team were instrumental in the tobacco litigation. The tobacco defendants continue to pay damages on an annual basis, totaling over \$200 billion, and the California lead paint defendants have been ordered to fund an abatement fund estimated to be \$600 million to \$1.15 billion in ten California counties and cities, based on the same public nuisance theory at the heart of our Legal Team's proposed case strategy.

Retrospectively, our lawsuit will seek to recover the funds that your community has already spent addressing the crisis. This will include funds spent on obvious and direct expenses, including:

- | | |
|--|---|
| <ul style="list-style-type: none">• EMS and other first responders• Drugs such as Naloxone (Narcan)• Medical Examiner expenses• Public Hospital expenses• Increased law enforcement expenses | <ul style="list-style-type: none">• Drug courts• Increased jailing expenses• Substance abuse programs
(including education, prevention, and treatment)• Increased expenses due to Child Welfare and
Dependency docket associated with child welfare. |
|--|---|

Prospectively, our lawsuit will ask (and then answer at trial) the question:

“What will it take to put your community and its citizens back into the position it was in before the opioid crisis began – how much will it cost to clean up the mess?”

There is no doubt that the target defendants in this litigation have created a public nuisance within your community and we will demand that these defendants foot the bill for abating that nuisance.

Our Consortium generally envisions an abatement fund covering three broad areas.

First, we believe funding for education is essential. It is important that we get into the school systems and ensure that children understand that the pills in their parent’s cupboards are just as dangerous as a heroin needle. They also need to understand that if a needle goes into their arm one time, it won’t be the last.

Second, funding is needed to support law enforcement and jailing so that the community can stay safe while your community works to addressing this crisis.

Third, and likely most importantly, to truly have a chance at rehabilitating the community funding is needed for healthcare and additional addiction recovery facilities that will help put an end to the cycle and plague of addiction. This will require extensive resources – and deservedly so.

**NO UP-FRONT COSTS
OUR CONSORTIUM WILL FRONT
ALL COSTS OF THE LITIGATION.
OUR CLIENTS PAY NO FEE
UNLESS WE RECOVER.**



SEVERITY OF THE OPIOID EPIDEMIC

Now that we know who and what created this epidemic, we need to understand how bad it is.

The Manufacturers' and Distributors' efforts have been wildly successful. Opioids are now the most prescribed class of drugs.

GLOBALLY, OPIOID SALES GENERATED
\$11 BILLION IN REVENUE
FOR DRUG COMPANIES IN 2010



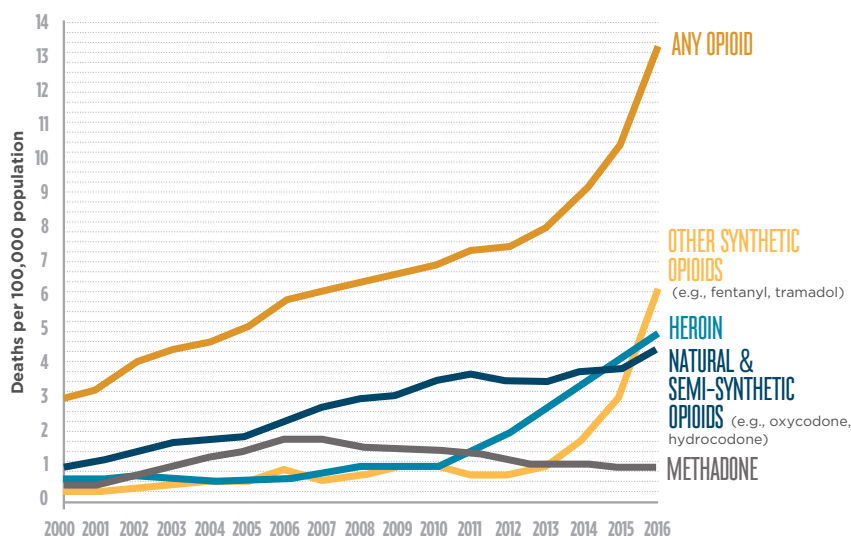
SALES IN THE UNITED STATES
EXCEEDED \$8 BILLION
IN REVENUE ANNUALLY SINCE 2009

In an open letter to the nation's physicians in August 2016, the then-U.S. Surgeon General expressly connected this "urgent health crisis" to "heavy marketing of opioids to doctors . . . [m]any of [whom] were even taught - incorrectly - that opioids are not addictive when prescribed for legitimate pain."

This epidemic has resulted in a flood of prescription opioids available for illicit use or sale and a population of patients physically and psychologically dependent on them. **When those patients can no longer afford or obtain opioids from licensed dispensaries, they often turn to the street to buy prescription opioids or even non-prescription opioids, like heroin.**

OVERDOSE DEATHS INVOLVING OPIOIDS


by Type of Opioid, United States (2000-2016)

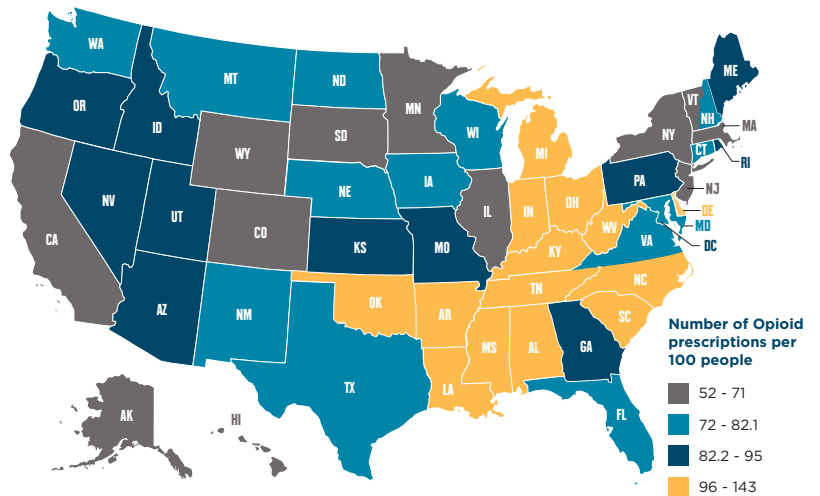


(CDC/NCHS, National Vital Statistics System, Mortality. CDC WONDER)

LIKE BIG TOBACCO, BIG PHARMA HAS ABSOLUTELY HAMMERED RURAL COMMUNITIES WITH A CONSTANT FLOOD OF OPIATES.

OPIOID PRESCRIBING

- We are experiencing the consequences of 25+ years of prescribing more opioids at higher doses.
- Between 1991 and 2016 sales of these prescription drugs have **QUADRUPLLED**.
- During 2015, an estimated **12,462,000 PERSONS**  aged 12 years or older in the U.S. misused prescription pain relievers in the past year.




(SOURCE: IMS, National Prescription Audit (NPA), 2012)

SOME STATES HAVE MORE OPIOID PRESCRIPTIONS PER PERSON THAN OTHERS BUT EVEN THE LOW AREAS HAVE OVER 50 PRESCRIPTIONS PER 100 PEOPLE.

DRUG ADDICTION AND OVERDOSE DEATHS

Prescription drug addicts are normal people. They're our neighbors, our children, our parents, our friends. The harsh reality is that anyone who takes prescription opioids can become addicted to them. **In fact, as many as one in four patients receiving long-term opioid therapy in a primary care setting struggles with opioid addiction as a result.** And once addicted, it can be hard to stop.

- Between 1999-2013 opioids claimed 175,000 lives and the sales of these prescription drugs have quadrupled.
- This pales in comparison to the **42,249 DEATHS IN 2016 ALONE.**  This is 5x higher than in 1999 - and it continues to grow - destroying lives, families, and communities. (CDC, Prescription Drug Overdose data)

A HIGH COST TO OUR COMMUNITIES

In the United States, prescription opioid abuse costs are about \$55.7 billion annually. (CDC, Prescription Drug Overdose data)



Each day **MORE THAN 1,000** people are treated in emergency departments for misuse of opioids.

OUR LEGAL TEAM

Levin Papantonio | levinlaw.com

Levin Papantonio is a nationally recognized litigation firm that has built a reputation on its willingness to litigate to verdict complex disputes against some of the world's largest companies. The firm routinely litigates cases that require thousands of attorney hours and millions in expenses.

The firm pioneered the tobacco litigation and recent victories by Levin Papantonio attorneys in the nationwide DuPont C8 litigation helped bring a \$670 million settlement in February 2017.

Greene Ketchum | greeneketchum.com

Greene, Ketchum, Farrell, Bailey & Tweel LLP is considered one of the most experienced regional firms in the fields of medical malpractice and coal mining accidents. Greene Ketchum played a prominent role in the financing and litigation of thousands of asbestos cases over the past 30 years. Their skilled advocacy has returned millions of dollars in verdicts for their clients in both trial settings and settlements.

Baron & Budd | baronandbudd.com

Baron & Budd, PC was founded in 1977 and has offices in Dallas, Austin, Baton Rouge, New Orleans, Los Angeles and San Diego. Baron & Budd is one of the largest and most accomplished plaintiffs' law firms in the country.

McHugh Fuller | mchughfuller.com

McHugh Fuller Law Group, established in 2006, is a trial firm that specializes in complex litigation and trials in the health and medical fields. The firm functions as an elite trial team made up of experienced litigators and legal writers.

The attorneys at McHugh Fuller have tried hundreds of cases, obtaining multi-million-dollar verdicts in courts throughout the country.

Hill Peterson | hpcbd.com

Founded in 1980, Hill, Peterson, Carper, Bee & Deitzler has extensive legal experience along with a broad network of resources to undertake a wide variety of complicated claims including, but not limited to Mass Torts and Class Action Litigation, Defective Drug Litigation, and Opioid Distribution Liability.

Hill Peterson's attorneys were awarded the prestigious Trial Lawyer of the Year award by Public Justice in 2005 for their work on the successful class action litigation *Leach, et al. v. E. I. du Pont de Nemours and Company* representing plaintiffs who suffered various cancers and other illnesses due to exposure through drinking water to the chemical ammonium perfluorooctanoate ("PFOA" or "C-8"), a chemical utilized in the manufacture of Teflon.

Powell & Majestro | powellmajestro.com

Founded in 2002, Powell & Majestro has been a premier resource for clients who want experienced, dynamic legal representation. The firm handles complex litigation including the representation of individuals and others who are victims of consumer fraud or are injured by defective products. Powell & Majestro attorneys are nationally recognized for their work in serious injury claims and have successfully tried numerous civil cases to verdict in state and federal courts.

OUR ATTORNEYS



Paul Farrell

Paul Farrell, Jr. is a trial lawyer and partner at Greene, Ketchum, Farrell, Bailey & Tweel LLP. Mr. Farrell filed the first cases in the country on behalf of public entities against the wholesale distributors of prescription opiates in southern West Virginia and is focusing his efforts to abate the nationwide opioid epidemic. His work has earned him a spot as co-lead counsel in the National Prescription Opiate Litigation MDL.

Mr. Farrell is recognized as a premier trial lawyer in the field of medical malpractice and appellate advocacy, making some thirty appearances before the West Virginia Supreme Court.

Mr. Farrell filed some of the first transvaginal mesh (TVM) cases in the country and served as liaison counsel on the executive committee for the 7 Pelvic Repair System Products Liability MDLs in Charleston, West Virginia. These MDLs consolidated 80,000 cases and resulted in several multi-million dollar jury verdicts. Mr. Farrell served as trial counsel for the TVM litigation, successfully trying two bellwether cases to verdicts in excess of \$20 million.



Jeff Gaddy

Jeffrey Gaddy is an associate attorney with Levin Papantonio who focuses his practice on mass tort litigation. While with the firm, Mr. Gaddy has worked on pharmaceutical cases involving the diabetes drug Actos, medical device cases involving pelvic mesh implants, and environmental cases like the ones involving C8 contamination.

Combined with Mr. Gaddy's prior career as a prosecutor, he has tried over 100 cases to verdict. In the civil realm, this includes being on a trial team that achieved a \$1.6 million verdict in C8 environmental contamination case, and being a member of the trial team of the case that mid-trial brought about the \$670 million settlement of the C8 litigation.



Peter Mougey

Peter Mougey is a shareholder and the Chair of Levin Papantonio's Securities and Business Litigation department. Recognized as one of Florida's top 100 trial lawyers and a Florida Super Lawyer in securities litigation, Mr. Mougey has represented hundreds of municipalities and governmental entities. Mr. Mougey currently serves on the Plaintiff's Executive Committee in the National Prescription Opiate Litigation MDL.

In Mr. Mougey's securities and complex litigation practice, over the last five years, Mr. Mougey has represented many state, municipal, and institutional clients in litigation and arbitration, as well more than one thousand fraud victims in state and federal court and arbitrations across the country. He has recovered hundreds of millions of dollars on behalf of his clients.



Mike Fuller

Mike Fuller, of McHugh Fuller, has extensive experience in nursing home, medical malpractice and criminal prosecutions and trials. He has worked with a top national law firm and the Hillsborough County State Attorney's Office in Florida, and he has litigated and tried numerous cases to verdict in jurisdictions nationwide. Part of his educational process was spent working in the White House as an intern involved with Presidential Correspondence, providing a wealth of experience with citizens, legislators, and diplomats across the United States. Mr. Fuller currently serves on the Plaintiff's Executive Committee in the National Prescription Opiate Litigation MDL.



Troy Rafferty

Troy Rafferty is a shareholder at Levin, Papantonio. He litigates mass tort, pharmaceutical, and major personal injury cases throughout the country.

Mr. Rafferty has been appointed to handle some of the nation's largest pharmaceutical and mass tort cases. He has been appointed to serve on many Plaintiffs' Steering Committees including the national Vioxx Litigation which resulted in a \$4.7 billion settlement and the national Zyprexa Litigation which resulted in a \$700 million settlement. Mr. Rafferty was also one of the leading attorneys in the national Rezulin Litigation. He and his partner obtained a \$40 million judgement for a woman who took this diabetes drug. Mr. Rafferty has successfully tried numerous complex pharmaceutical cases throughout the country and currently serves as the Plaintiff's Co-Liaison Counsel in the National Prescription Opiate Litigation MDL.



Roland Tellis

Roland Tellis' practice at Baron & Budd focuses on complex, high-profile litigation, including consumer class actions, financial fraud, business torts, corporate misconduct, automobile defect, food labeling, false advertising, securities fraud, and environmental contamination.

He holds leadership roles in numerous multi-state, complex class action cases, including *Bias v. Wells Fargo Bank*, a certified nationwide RICO class action involving millions of mortgage loans that settled for more than \$50 million; *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, a multi-state class action in the process of settling with values and fines totaling in the billions of dollars, involving hundreds of thousands of vehicles equipped with "defeat devices" designed to evade emissions laws; and *In re: Takata Airbag Products Liability Litigation*, which has received preliminary approval for a settlement valued at \$553 million.

Mr. Tellis currently serves on the Plaintiff's Executive Committee in the National Prescription Opiate Litigation MDL.



James Peterson

James C. Peterson is a member/partner at Hill, Peterson, Carper, Bee & Deitzler, PLLC since 1983, focusing his legal practice on litigation of severe personal injury, medical/legal malpractice, product liability, insurance bad faith, mass tort/class action involving defective products, pharmaceuticals, and insurance issues.

He served as co-lead counsel for the settlement of the largest pharmaceutical class action litigation in the history of the State of West Virginia, involving the diet drug Fen-Phen.

Representative mass tort/class action includes cases against Purdue-Pharma, Inc., et al. (Oxycontin); VIOXX Products Liability Litigation (osteo-arthritis pain medication); and E. I. DuPont de Nemours and Company C-8 Personal Injury Litigation (representation of 3,500 plaintiffs who suffered various cancers and other illnesses due to exposure to C-8, a chemical used in the manufacture of Teflon, in public drinking water which brought a global settlement reached in 2017 for close to \$1 billion).

Settlements and verdicts handled on behalf of Hill & Peterson or on a co-counsel basis exceeds \$1.6 billion.



Anthony Majestro

Anthony Majestro, managing partner at Powell & Majestro, has a proven record of litigating matters of great complexity nationwide. Mr. Majestro concentrates his practice in prosecuting complex litigation, focusing on consumer fraud and defective products, including defective drugs and medical devices. In the course of his practice, Mr. Majestro has served as class counsel, lead counsel, liaison counsel and in leadership roles in a number of state and national class actions, mass torts, and other complex cases.

Mr. Majestro has successfully represented, or is currently representing, clients with injuries caused by Fen-Phen/Redux, Paxil, Baycol, Propulsid, Oxycontin, Rezulin, Vioxx, hormone replacement drugs, pedicle screws, and breast implants. In addition, Mr. Majestro leads the firm's extensive consumer protection practice.



levinlaw.com



baronandbudd.com



powellmajestro.com



mchughfuller.com



GREENE KETCHUM
FARRELL BAILEY & TWEEL LLP
Personal Injury Attorneys

greeneketchum.com



Hill, Peterson, Carper,
Bee & Deitzler, PLLC

hpcbd.com

MEMORANDUM

To: Village Board Trustees
From: Nathan R. Thiel
Date: September 16, 2019
Re: Village Ordinance and Meeting Time



Office of the Village Administrator

Before the Board is a change to Village Ordinance deleting specific reference to meeting times. Village Ordinance will continue to set scheduled days for meeting. In connection with this modification to the ordinance, Village staff is requesting consideration to change meeting times by resolution to 5pm.

RESOLUTION NO. 19-32

**RESOLUTION TO ESTABLISH NEW MEETING TIMES
FOR THE VILLAGE BOARD**

Whereas, it is mutually agreeable to establish a meeting time that will not present a hardship for the majority of those who regularly preside, present and attend Village Board meetings; and,

Whereas, the current time for Village Board meetings are 6:00 p.m.; and,

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees for the Village of Pleasant Prairie that effective October 1, 2019 the official time of the Village Board meetings will be 5:00 p.m. The meeting days as stated in the Village Municipal Code will remain the same.

Passed and adopted this 16^h day of September, 2019.

John P. Steinbrink, President

Attest:

Jane C. Snell, Clerk

Posted: _____

ORDINANCE NO. 19-34

**ORDINANCE TO AMEND CHAPTER 98
OF THE MUNICIPAL CODE OF THE
VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
RELATING TO THE VILLAGE BOARD MEETING TIMES**

BE IT ORDAINED AND ESTABLISHED by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 98 of the Municipal Code is amended to read as follows:

§ 98-2 Meetings.

A. Regular meetings. Regular meetings of the Village Board shall be held on the first and third Mondays of each calendar month ~~at 6:00 p.m.~~ Any regular meeting falling on a legal holiday shall be rescheduled by the Village Board.

B. Special meetings. Special meetings of the Village Board may be called by the Village President, Village Administrator or any two Trustees in writing filed with the Clerk at least 24 hours prior to the time specified for such meeting. The Clerk shall immediately notify each Trustee of the time and purpose of such meeting by causing a written notice thereof to be delivered to each Trustee personally, if he can be found, or, if he cannot be found, then by leaving a copy of such notice at the home of such Trustee. The Clerk shall cause an affidavit showing service of such notice as herein provided to be filed in his office prior to the time fixed for such special meeting. Special meetings may be held without such notice when all members of the Board are present in person or consent in writing to the holding of such meeting, such written consent to be filed with the Clerk prior to the beginning of the meeting. Any special meeting attended by all the Trustees shall be a regular meeting for the transaction of any business that may come before such meeting.

C. Adjournments. The Board may, by a majority vote of those present, but not fewer than three affirmative votes, adjourn from time to time to a specific date and hour.

Passed and adopted this 16th day of September, 2019.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

Attest:

Jane C. Snell, Clerk

Posted:

MEMORANDUM

To: Village Board Trustees
From: Nathan R. Thiel
Date: September 16, 2019
Re: Village Ordinance and Meeting Time



Office of the Village Administrator

Before the Board is a change to Village Ordinance deleting specific reference to meeting times. Village Ordinance will continue to set scheduled days for meeting. In connection with this modification to the ordinance, Village staff is requesting consideration to change meeting times by resolution to 5pm.

RESOLUTION NO. 19-33

**RESOLUTION TO ESTABLISH NEW MEETING TIMES
FOR THE VILLAGE BOARDS AND COMMISSIONS**

Whereas, it is mutually agreeable to establish a meeting time that will not present a hardship for the majority of those who regularly preside, present and attend Village Boards and Commissions meetings; and,

Whereas, the current time for Plan Commission, Park Commission and Zoning Board of Appeals meetings are 6:00 p.m.; and,

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of Trustees for the Village of Pleasant Prairie that effective October 1, 2019 the official time of the Plan Commission, Park Commission and Zoning Board of Appeals meetings will be 5:00 p.m. The meeting days as stated in the Village Municipal Code will remain the same.

Passed and adopted this 16^h day of September, 2019.

John P. Steinbrink, President

Attest:

Jane C. Snell, Clerk

Posted: _____

ORDINANCE NO. 19-35

**ORDINANCE TO AMEND CHAPTER 18
OF THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
RELATING TO VARIOUS BOARDS AND COMMISSIONS MEETING TIMES**

BE IT ORDAINED AND ESTABLISHED by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 18 of the Municipal Code is amended to read as follows:

**ARTICLE I
Plan Commission**

§ 18-8. Meetings.

A. Regular meetings. Regular meetings of the Plan Commission shall be held on the second and fourth Mondays of each calendar month ~~at 6:00 p.m.~~ Any regular meeting falling on a legal holiday may be rescheduled.

B. Special meetings. Special meetings of the Plan Commission may be called by the Village President, the Plan Commission Chairperson, a majority of the Commission or the Village Administrator.

C. All meetings of the Plan Commission shall be held in the Village Hall and shall be open to the public.

**ARTICLE II
Park Commission**

§ 18-19. Meetings.

Meetings shall be held on the first Tuesday of each month, ~~at 6:00 p.m.~~ or at the call of the Village President, the Park Commission Chairman or a majority of the full Commission and shall be open to the public. A vote by the full majority of Park Commission members shall establish meeting days and time.

**ARTICLE V
Zoning Board of Appeals**

§ 18-34. Rules, meetings and records.

A. The Zoning Board of Appeals may adopt rules, not in conflict with either state law or Village ordinances, as necessary to carry into effect the regulations of the Village. Meetings of the Zoning Board of Appeals shall be held on the fourth

Tuesday of each month ~~at 6:00 p.m.~~ or at the call of the Chairman and at such other time as the Zoning Board of Appeals may determine. The Chairman, or in his/her absence the Acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Zoning Board of Appeals shall be open to the public and tape recorded.

Passed and adopted this 16th day of September, 2019.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

Attest:

Jane C. Snell, Clerk

Posted:

Consider **Zoning Amendment (Ord. #19-33)** to amend the Breeze Terrace Apartments Plan Unit Development Ordinance to correct the side building setback requirement for Building C to match the approved Residential Development Plans.

Recommendation: On September 9, 2019, the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Text Amendment as presented in the Village Staff Report of September 16, 2019.

VILLAGE STAFF REPORT OF SEPTEMBER 16, 2019

Consider **Zoning Amendment (Ord. #19-33)** to amend the Breeze Terrace Apartments Plan Unit Development Ordinance to correct the side building setback requirement for Building C to match the approved Residential Development Plans.

On August 20, 2018 the Village Board approved the Breeze Terrace Planned Unit Development Ordinance which included the Residential Development Plans for the Development. As a result of the revisions made to the 19 unit buildings for the addition of attached garages, Building C is 35.88 feet from the side (north) property line. The PUD Ordinance did not correctly reflect this plan change and therefore the PUD Ordinance is proposed to be amended. Specifically, subsection d (iv) (4) related to building setback is proposed to be corrected to read: "Side and rear setback: 50 feet minimum, except building C which shall be setback a minimum of 35 feet from the side property line." In addition, a typo is being corrected in subsection c (xxiii) to correct the word "that" to "than"

On September 9, 2019, the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Text Amendment as presented

ORDINANCE # 19-33
**ORDINANCE TO AMEND THE BREEZE TERRACE APARTMENTS
PLANNED UNIT DEVELOPMENT
PURSUANT TO CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE
IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 420 Attachment 3 Appendix C Plan 58 be amended to related to the Breeze Terrace Apartments Planned Unit Development to read follows:

58. Breeze Terrace Apartments Planned Unit Development

- a. It is the intent that the Breeze Terrace Apartments development on the property as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan and the Village adopted Prairie Ridge Neighborhood Plan; would not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural, building and site design, property management, landscaping, grading and drainage, lighting and general site development will result in an attractive and harmonious residential environment of sustained desirability and economic stability and will not adversely affect the property values of the surrounding neighborhood.
- b. Legal Description: The property is known as Lots 1 of CSM 2877 as recorded at the Kenosha County Register of Deeds Office as Document #1828219 and located in U.S. Public Land Survey Section 30, Township 1 North, Range 22 East in the Village of Pleasant Prairie is hereinafter referred to as the "DEVELOPMENT".
- c. Requirements within the DEVELOPMENT:
 - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations except as expressly modified in subsection (d) below.
 - (ii) All public improvements for this DEVELOPMENT shall be installed and constructed by the DEVELOPER in accordance with the Memorandum of Understanding as approved by the Village Board on August 20, 2018 on file with the Village.
 - (iii) All private improvements for this DEVELOPMENT shall be installed and constructed by the Developer and all private improvements shall be maintained by the Owners of the DEVELOPMENT as shown on approved Residential Development Plans as conditionally approved by the Village Board on August 20, 2018 on file with the Village.
 - (iv) The perimeter of the DEVELOPMENT is required to be fenced. The fence shall be installed and maintained by the owner of the DEVELOPMENT. Agricultural field fence is allowed adjacent to the north and east side of the woods as shown on the Residential Development Plans.
 - (v) The windows on the west side of apartment buildings A and D within the DEVELOPMENT shall be soundproofed by using to mitigate adjacent commercial noises as shown on the Residential Development Plans.
 - (vi) The DEVELOPMENT, including but not limited to, the buildings, accessory structure garbage enclosures, sign(s), fence(s), landscaping, parking lots, exterior site lighting, monument sign etc., and the site as a whole, shall be

Breeze Terrace Apartments
Planned Unit Development

maintained both inside and outside in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. Maintenance shall be conducted on a regular basis both inside and outside of the buildings and site.

- (vii) A Digital Security Imaging System Agreement (DSIS) shall be installed and remain operational by the owners of the DEVELOPMENT pursuant to an incompliance with the DSIS Agreement as approved by the Plan Commission on July 23, 2018.
- (viii) The apartment buildings within the DEVELOPMENT shall be fully sprinklered regardless of State requirements as approved by the Fire & Rescue Department (NFPR 13R system will be installed which will not require sprinklers in the attics).
- (ix) Residential communication structures pursuant to Article XIV of the Village Zoning Ordinance are prohibited within the DEVELOPMENT.
- (x) All buildings and site modifications (excluding general building and site maintenance) within the DEVELOPMENT shall be made in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.
- (xi) All buildings/structures and all exterior additions, remodeling or alterations to any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, outdoor furniture at the clubhouse, etc. as approved by the Village.
- (xii) All exterior site, fence, signage, pavement, buildings and landscaping maintenance shall be performed regularly by the owners or managers of the DEVELOPMENT. Copies of any property inspection reports along with exterior and interior building inspection reports shall be made available to the Village upon request.
- (xiii) On-site management to coordinate maintenance and cleaning staff shall be provided for all apartment buildings and clubhouse.
- (xiv) The Developer shall provide and maintain a fountain or aerator in the retention basin within the DEVELOPMENT.
- (xv) Apartment buildings A, B, D and E within the DEVELOPMENT shall remain pet free buildings. The other apartment buildings within the DEVELOPMENT are allowed to have a maximum number of one (1) pet per unit with a maximum weight not to exceed 40 pounds (at full grown/maturity). In addition, the following dog breeds are not allowed within the DEVELOPMENT: mastiff, pitbull, german shepherd, rottweiler and wolf-dog hybrid.
- (xvi) No truck parking [e.g. semi-cab, semi-trailer, commercial trucks, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] is allowed within the DEVELOPMENT.

Breeze Terrace Apartments
Planned Unit Development

- (xvii) Temporary or permanent storage containers (some having brand names such as P.O.D.S., S.A.M.S., etc.) are not allowed within the DEVELOPMENT.
 - (xviii) No flags, pennants, streamers, inflatable signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance.
 - (xix) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
 - (xx) The DEVELOPMENT shall not be used for any outside parking (neither overnight nor during the day) of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations if not removed in a timely manner.
 - (xxi) In the event that public transportation to service the DEVELOPMENT is requested, it shall be the responsibility of the property owner to fund the cost of providing such public transportation to and from the DEVELOPMENT.
 - (xxii) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.
 - (xxiii) The DEVELOPMENT shall be operated and maintained in a uniform manner, and shall continue to comply with this PUD, which may be amended from time to time regardless of property ownership. If the DEVELOPMENT, or any portion of the DEVELOPMENT, is sold to another entity(s), the DEVELOPMENT shall continue to operate and be maintained as a unified residential development. No brick or stone exterior materials shall be painted. All of the building exteriors shall be maintained and shall be painted, other ~~that~~ **than** the brick or stone, only with the approved colors on the approved Residential Development Plans, unless expressly approved by the Village.
 - (xxiv) No further land divisions shall be allowed within the DEVELOPMENT unless approved by the Village.
- d. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT:
- (i) Section 420-116 A related to the Primary Purpose and characteristics in the R-11 Multiple-Family Residential District is amended to read as follows:
 - A. Primary purpose and characteristics. The DEVELOPMENT will provide a multiple-family residential development wherein the net density shall not exceed 21.1 dwelling units per acre.
 - (ii) Section 420-116 B (1) (a) related to the number of principal structures is amended to read as follows:
 - (a) Three 33-unit buildings with a mixture 1-bedroom and 2-bedroom units with a minimum of 33 underground parking spaces per building; Six 19-unit buildings with a mixture of 1 bedroom and 2 bedroom units with each building having a minimum of 1 attached garage per unit; and a club house building.

Breeze Terrace Apartments
Planned Unit Development

- (iii) Section 420-116 B F related to design standards is amended to read as follows:

F. Design Standards

- (1) The sites and the buildings shall be constructed pursuant to the Residential Development Plans as conditionally approved by the Village Board on August 20, 2018. Any alterations shall require approval of the Village Board by an amendment of this ordinance. Minor modifications may be approved in writing by the Zoning Administrator.
- (2) The 33-unit apartment building shall not exceed 40 feet in height and the 19 unit buildings and the clubhouse shall not exceed 35 feet in height.
- (3) The units in the apartment building shall meet the following requirements:
 - (a) One-bedroom units shall have a minimum floor area of 700 square feet; and
 - (b) Two-bedroom units shall have a minimum floor area of 1,000 square feet.
- (4) Placement of each structure shall provide for proper drainage away from the foundation and shall accommodate drainage on and through the existing property by not negatively affecting the existing drainage patterns or the capabilities of draining the abutting properties.
- (5) The main roof of the 19 unit apartment buildings and the club house shall have a minimum roof pitch of 5:12.
- (6) A minimum of 45% of the DEVELOPMENT shall remain as open space and the landscaping and exterior turf shall be irrigated.

- (iv) Section 420-116 B F related to building setbacks is amended to read as follows:

F. Setbacks.

- (1) Street setback: minimum of 40 feet from the property line adjacent to 116th Avenue.
- (2) Shore setback: 35 feet minimum adjacent to any navigable waterway.
- (3) Wetland setback: 25 feet minimum from the wetlands on the same property and 10 feet minimum from the wetlands on adjacent properties.
- (4) Side and rear setback: 50 feet minimum, except building C which shall be setback a minimum of 35 feet from the side property line.

Breeze Terrace Apartments
Planned Unit Development

(5) Between buildings: 20 feet minimum.

- (v) Section 420-50 related to minimum on-site parking requirements for multifamily dwellings is amended to read as follows:

Multifamily dwellings: The on-site parking in the DEVELOPMENT as shown on the Residential Development Plan is acceptable. The DEVELOPMENT includes 356 parking spaces of which 213 parking spaces are enclosed (1 space per unit) and 12 handicapped accessible parking. In addition to the 356 parking spaces an additional 102 parking spaces are shown in front of garages in the 19 unit buildings.

e. Amendments

- (i) The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 420-13 of the Village Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this 16th day of September 2019.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane C. Snell
Village Clerk

Posted: _____
33-Breeze Terrace PUD Amend
CODE1908-002



ZONING TEXT AMENDMENT APPLICATION

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

Property Location: 10981-10999 116th Avenue

Legal Description: LOT 1 of CSM 2877

Tax Parcel Number(s): 92-4-122-302-0201

Amend Section(s): d(iv)(4) of Breeze Terrace Apartments PUD of the Village Zoning Ordinance

Purpose of Zoning Text Amendment:

side and rear setback: 50 feet minimum, except Building C which shall be a minimum of 35 feet from the side property line.

If a Planned Unit Development is proposed include a letter indicting the dimensional variations being requested a statement of Community Benefit as required by Chapter 420 of the Village Municipal Code

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

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

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

PROPERTY OWNER:

Breeze Terrace LLC
By: IP Breeze LLC, manager
Print Name: Caroline Brzezinski

Signature: Caroline Brzezinski

Address: 116W 23217 Stone Ridge Dr, Ste 350

Waukesha WI 53188
(City) (State) (Zip)

Phone: (262) 506-6204

Fax: _____

Email: cb@interstatepartners.com

Date: August 5, 2019

APPLICANT/AGENT:

Print Name: u u

Signature: _____

Address: _____

(City) (State) (Zip)

Phone: _____

Fax: _____

Email: _____

Date: _____

PROJECT:

Breeze Terrace Apartments

Pleasant Prairie, WI

The Village Department of Public Work will field determine piping from metering manhole to SCADA panel. All costs associated with SCADA to be paid for by the developer. Contact John Steinbrink Jr., Public Works Department at 262-6765 with any questions.



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com

CONSULTANTS

Residential Development Plans as conditionally approved by the Village Board as part of the Breeze Terrace PUD Ord. #18-37 on August 20, 2018.
Jean M. Werbie-Harris
Community Development Director
9-6-18

PROJECT

BREEZE TERRACE
APARTMENTS
PLEASANT PRAIRIE, WI

OWNER



REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	
PROJECT NUMBER	ISP-15-780
ISSUED FOR	BID/PERMIT
DATE	JUNE 15, 2018

SHEET

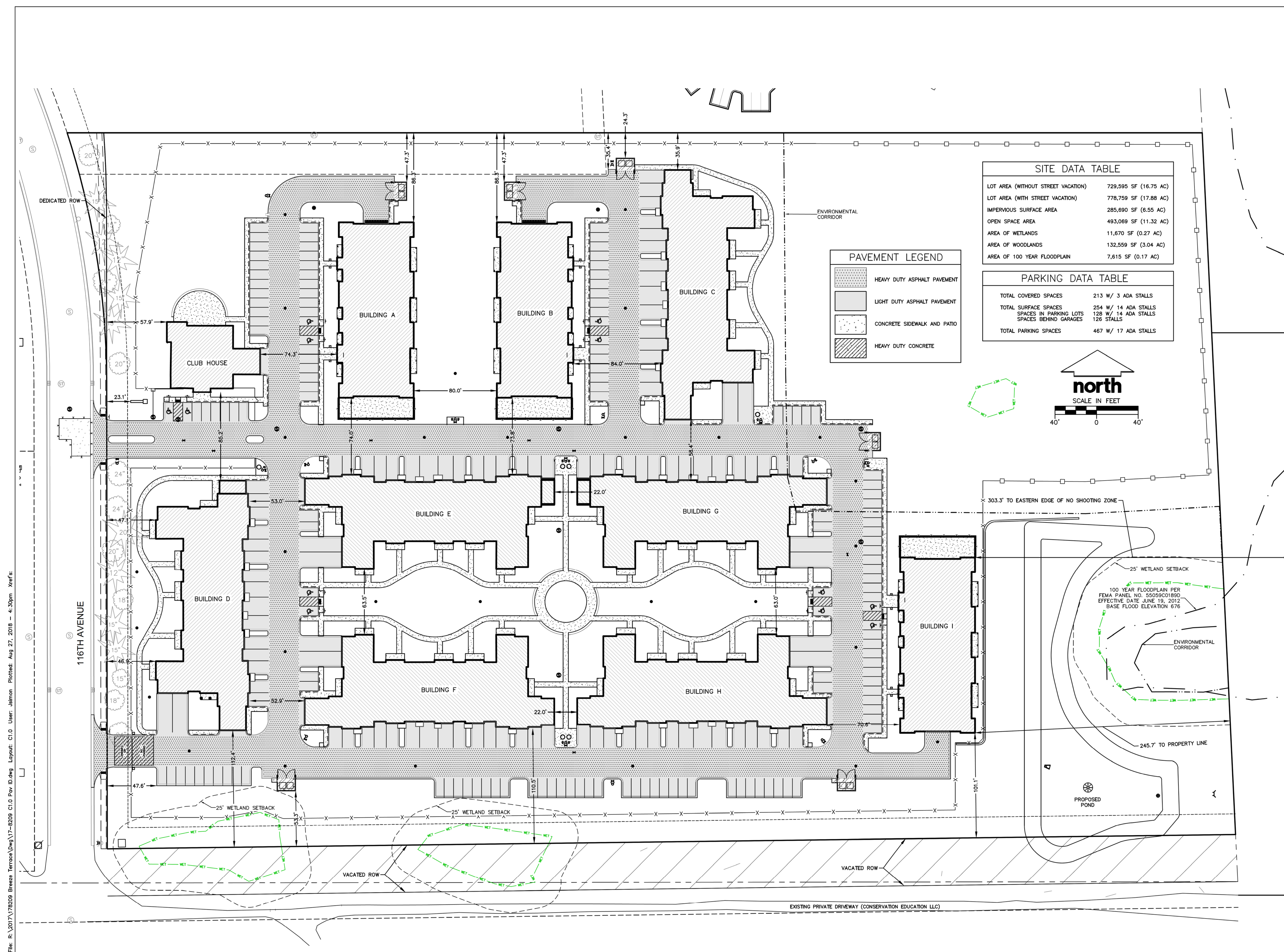
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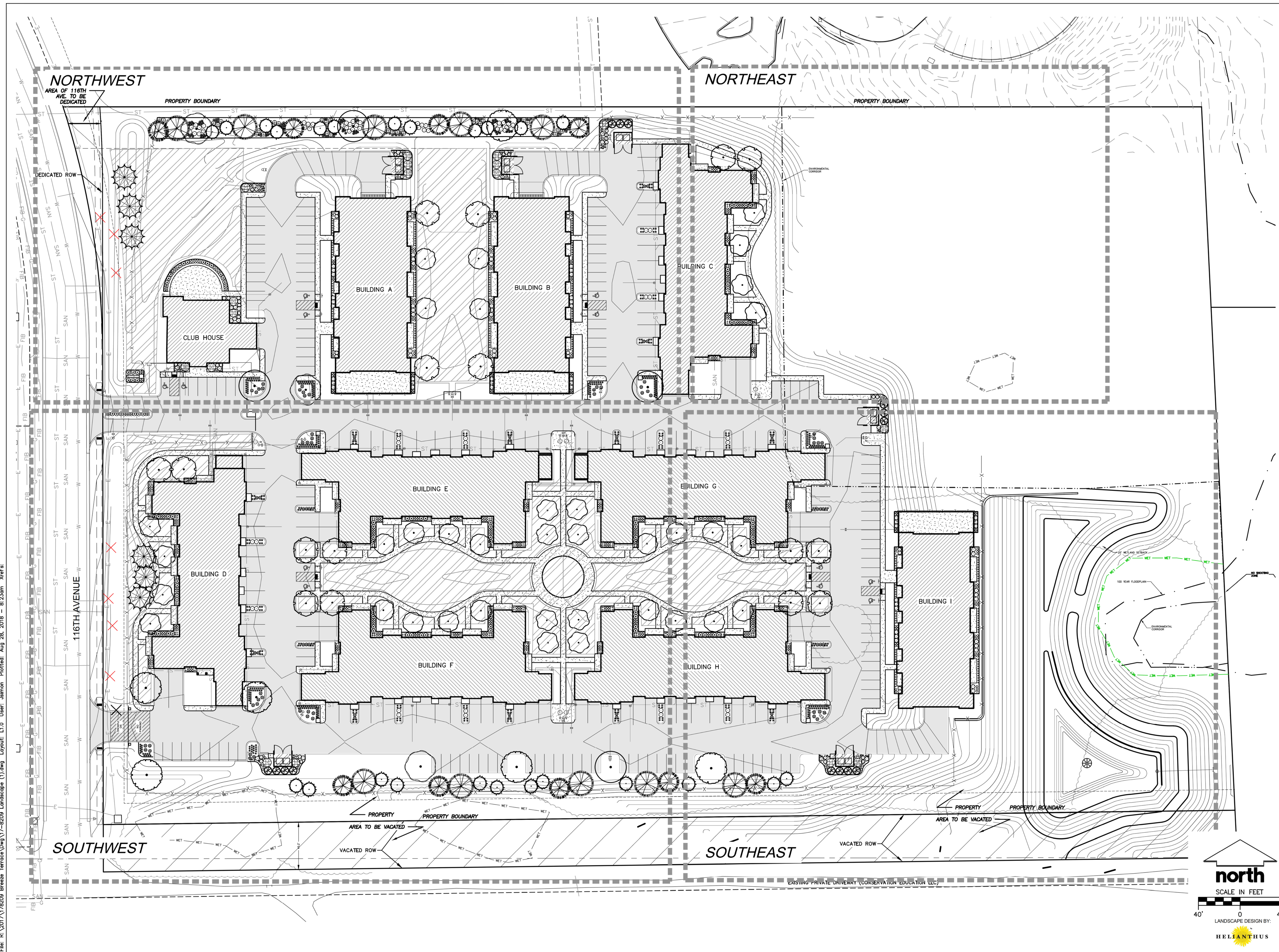


ISSUED FOR: **BID/PERMIT**

ARCHITECT:
STEPHEN PERRY SMITH ARCHITECTS, INC.
MILWAUKEE, WISCONSIN



File: R:\2017\178209 Breeze Terrace\DWG\17-8209 Landscape (1).dwg Layout: L1.0 User: Jmmon Plotted: Aug 28, 2018 - 8:23am Xref's:



CREATE THE VISION  TELL THE STORY

MADISON | MILWAUKEE
KENOSHA | APPLETON | WAUSAU

MILWAUKEE REGIONAL OFFICE
W238 N1610 BURSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
 **Interstate Partners LLC**
Real Estate Development

CLIENT ADDRESS:
N16W23217 STONE RIDGE DR. SUITE 120
WAUKESHA, WI 53188

PROJECT:
**BREEZE TERRACE
APARTMENTS**

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

DIGGERS HOTLINE
Call 811 or (800) 242-8511
Milwaukee Area (262) 432-7910
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

#	Date:	Description:
1.	3/15/18	PLAN COMMISSION
2.	5/18/18	REVIEW SET
3.	7/05/18	VILLAGE RESUBMITTAL
4.	7/27/18	VILLAGE RESUBMITTAL
5.	8/16/18	VILLAGE RESUBMITTAL
6.	8/27/18	VILLAGE RESUBMITTAL

Design/Drawn: KAS
Approved: RWI

SHEET TITLE:
**LANDSCAPE PLAN
OVERVIEW**

SHEET NUMBER:
L1.0

JSD PROJECT NO: 17-8209

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF JSD PROFESSIONAL SERVICES, INC.



MEMORANDUM

To: Nathan Thiel, Village Administrator
From: Matthew J. Fineour, P.E.
Date: September 6, 2019
Re: We-Energies Distribution Easement
Prairie Highland Corporate Park



Office of the Village Engineer

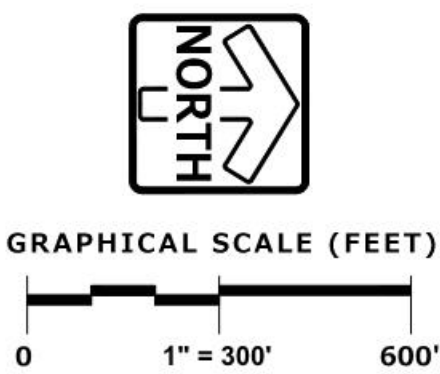
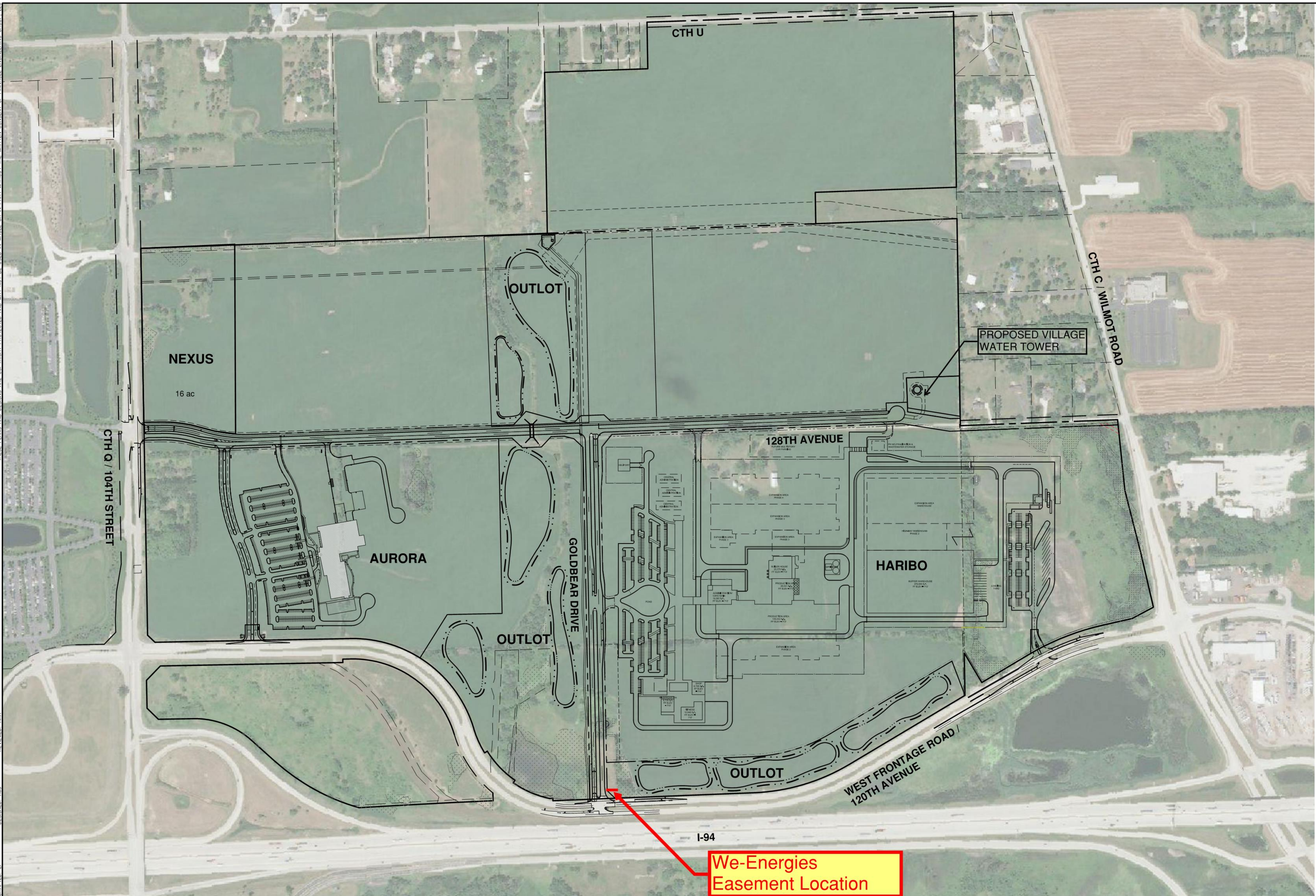
Background

As part of the Prairie Highland Corporate Park Development, an easement needs to be granted to We-Energies within Outlot 1 CSM 2849 for servicing planned irrigation pumping equipment and lighting for the Prairie Highlands park sign. Attached, is the easement document granting We-Energies a 12-foot wide easement within the outlot for this service.

It is recommended that the Village Board approve the granting of the We-Energies Distribution Easement.

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

DRAFTED: EP
DESIGNED: AIS
REVIEWED: ABA



 PINNACLE ENGINEERING GROUP ENGINEERING NATURAL RESOURCES SURVEYING	PLAN DESIGN DELIVER www.pinnacle-engr.com WISCONSIN OFFICE: 15850 W. BLUEMOUND ROAD BROOKFIELD, WI 53005 (262) 754-8888 CHICAGO MILWAUKEE NATIONWIDE	 PRAIRIE HIGHLANDS CORPORATE PARK	PROJECT OVERVIEW	REVISIONS		PEG JOB No. <u>897.00</u> PEG PM. <u>ABA</u> SAVE DATE <u>4/26/18</u> SCALE <u>1" = 300'</u>	SHEET																																		
				<table><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>																																					

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4381992/4376774/4381994** IO NO. **26057**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF PLEASANT PRAIRIE**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being a part of the Grantor's premises described as **Outlot 1, Certified Survey Map No. 2849**; said CSM being recorded in the office of the Register of Deeds for Kenosha County, Wisconsin as Document No. 1810901; said premises being located in the **Northeast 1/4 of Section 24, Township 1 North, Range 21 East**, Village of Pleasant Prairie, Kenosha County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:

We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

91-4-121-241-0701
(Parcel Identification Number)

- 1. Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, concrete slabs, power pedestals, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 8. Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

VILLAGE OF PLEASANT PRAIRIE

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2019,
the above named _____, the _____
and _____, the _____
of the VILLAGE OF PLEASANT PRAIRIE, by its authority, and adopted by its Village Board on _____,
2019.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

TEMPORARY Exhibit "A"



ELECTRIC WORK REQUEST

4376774

CRITICAL SAFETY RULES - EO:

1. Enclosed space procedures
2. Excavation and shoring
3. Rubber gloves and sleeves
4. Fall protection
5. Lock out - Tag out
6. Seat belts
7. Securing parked vehicles

NOT FIELD VERIFIED

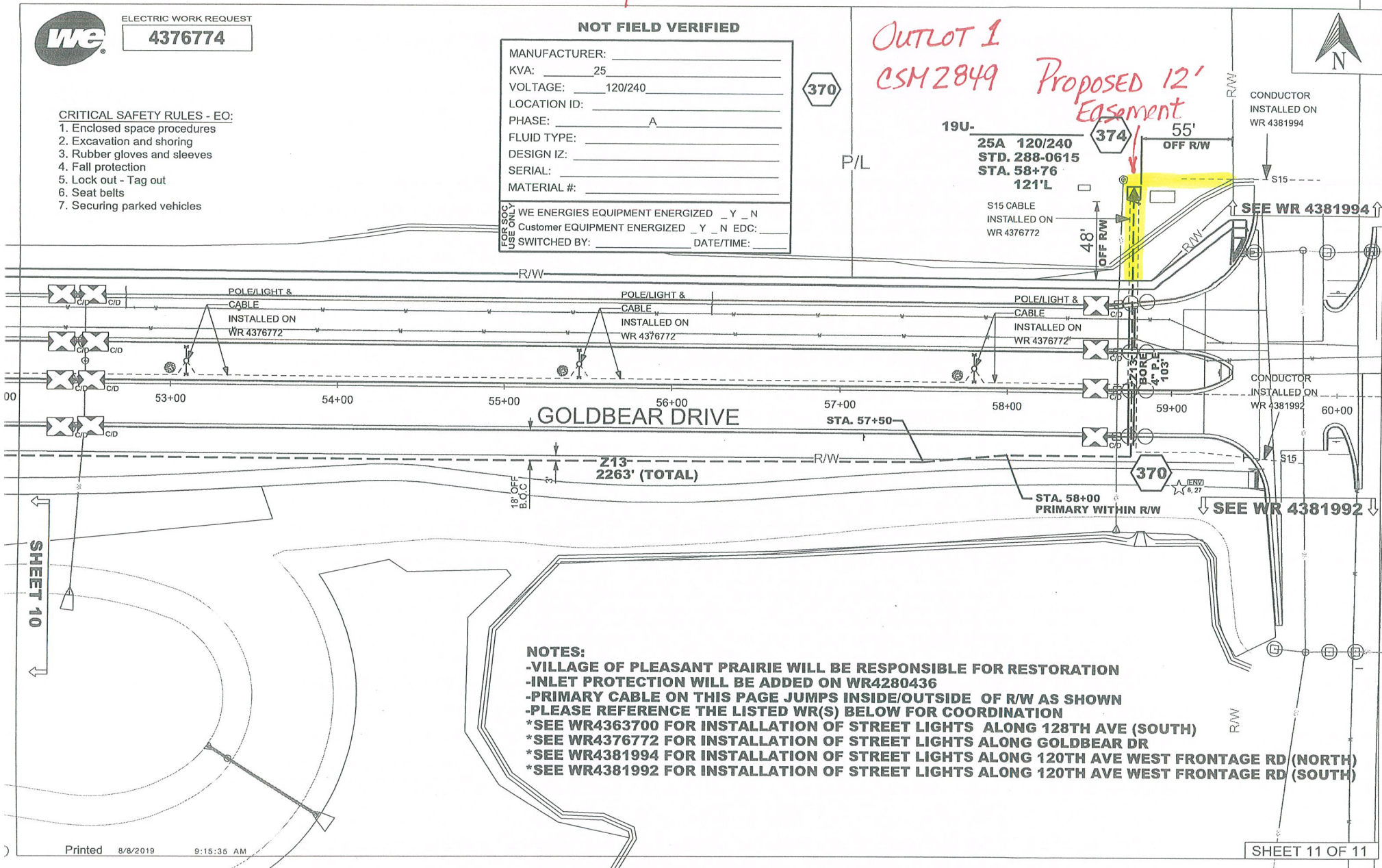
MANUFACTURER:	
KVA:	25
VOLTAGE:	120/240
LOCATION ID:	
PHASE:	A
FLUID TYPE:	
DESIGN IZ:	
SERIAL:	
MATERIAL #:	
WE ENERGIES EQUIPMENT ENERGIZED	_ Y _ N
Customer EQUIPMENT ENERGIZED	_ Y _ N EDC:
SWITCHED BY:	DATE/TIME:

370

OUTLOT 1

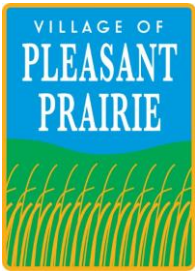
CSM 2849

Proposed 12' Easement



NOTES:

- VILLAGE OF PLEASANT PRAIRIE WILL BE RESPONSIBLE FOR RESTORATION
- INLET PROTECTION WILL BE ADDED ON WR4280436
- PRIMARY CABLE ON THIS PAGE JUMPS INSIDE/OUTSIDE OF R/W AS SHOWN
- PLEASE REFERENCE THE LISTED WR(S) BELOW FOR COORDINATION
- *SEE WR4363700 FOR INSTALLATION OF STREET LIGHTS ALONG 128TH AVE (SOUTH)
- *SEE WR4376772 FOR INSTALLATION OF STREET LIGHTS ALONG GOLDBEAR DR
- *SEE WR4381994 FOR INSTALLATION OF STREET LIGHTS ALONG 120TH AVE WEST FRONTAGE RD (NORTH)
- *SEE WR4381992 FOR INSTALLATION OF STREET LIGHTS ALONG 120TH AVE WEST FRONTAGE RD (SOUTH)



MEMORANDUM

To: Village Board of Trustees

From: John Steinbrink, Jr., P.E., Director of Public Works

Subject: The Cottages at Village Green Letter of Credit Reduction Request No. 8

Date: August 14, 2019

The Village has conducted a review of the Letter of Credit Reduction for Public Improvements at the Cottages at Village Green and recommends approval of reduction in the subdivision letter of credit based on review of project progress and the following considerations:

- Current posted security
- Work Completed to date and conformance to plans and specifications
- Field visits by Village of Pleasant Prairie Staff, Inspection reports/Engineer's report, if applicable
- Estimated costs of work remaining

Village Construction Inspection staff have reviewed the request and based on inspection of the site and the construction observation reports, I am recommending reduction as follows to the letter of credit:

Letter of Credit Balance as of August 14, 2019	\$202,722.42
Estimated Balance to Complete Project	\$88,160.83
Remaining Contingency	\$13,236.49
Total Retainage of Public Improvement held to date	\$12,311.50
Value of LOC to hold	\$113,708.82
Letter of Credit Reduction Recommended	\$89,013.60

Based on the review of the criteria, the proposed improvements meet the requirements of the Village and a letter of credit reduction request is warranted and recommended.

Worksheet Summary		
ORIGINAL Letter of Credit (LOC) Amount		\$1,577,815.30
Total LOC reduction to date		\$1,464,106.49
LOC Balance prior to current reduction		\$202,722.42
CURRENT LOC BALANCE AFTER THIS REDUCTION		\$113,708.82
Developer's Requested Reduction Amount		\$98,904.00
Total Retainage held this application		\$ (9,890.40)
Total Payout to developer this application		\$89,013.60

Responsible Party	Construction Item	STATUS	Original Cost Estimate	#1	#2	#3	#4	#5	#6	#7	#8	Construction TO-DATE	BALANCE of LOC held
Reesman's Excavating	Public Sanitary Sewer	Full Reduction	\$ 223,492.50	\$ 98,024.00	\$ 96,717.00	\$ 10,191.00			\$ 18,560.50			\$223,492.50	\$0.00
Reesman's Excavating	Public Water	Full Reduction	\$ 199,334.50	\$ 50,463.30	\$ 123,599.20	\$ 1,975.00			\$ 23,297.00			\$199,334.50	\$0.00
Reesman's Excavating	Public Storm Sewer	Partial Reduction	\$ 233,346.00	\$ 71,742.75	\$ 134,273.00	\$ 3,364.80		\$ 1,193.50	\$ 22,771.50			\$233,345.55	\$0.45
Reesman's Excavating	Public Roadway	Partial Reduction	\$ 249,100.00	\$ (78,236.00)	\$ 38,720.00			\$ 98,505.00	\$ 108,207.00	\$ 24,211.00	\$ 14,904.00	\$206,311.00	\$42,789.00
Reesman's Excavating	Public Grading work	Full Reduction	\$ 207,132.75	\$ 82,593.65	\$ 33,563.70	\$ 63,878.00		\$ 27,139.00	\$ (41.60)			\$207,132.75	\$0.00
Village DPW	Sanitary Sewer Cleaning and Televising Estimate	Full Reduction	\$ 3,921.75						\$ 3,921.75			\$3,921.75	\$0.00
Village DPW	Storm Sewer catch basin cleaning and televising Estimate	Full Reduction	\$ 8,777.25						\$ 8,777.25			\$8,777.25	\$0.00
Village DPW	Street Signage	Full Reduction	\$ 4,000.00						\$ 4,000.00			\$4,000.00	\$0.00
Village DPW	Village Inspections and Construction Services	Partial Reduction	\$ 155,000.00	\$ 4,466.25			\$ 32,030.25		\$ 105,890.62			\$142,387.12	\$12,612.88
WeEnergies	Street lights	Full Reduction	\$ 14,150.05					\$ 14,150.05				\$14,150.05	\$0.00
Breezy Hill	Landscaping Public Street Trees	No Reduction Requested	\$ 32,758.50									\$0.00	\$32,758.50
NMB	Engineering Consultant (NMB)	Full Reduction	\$ 41,000.00	\$ 7,975.75	\$ 13,714.25	\$ 7,457.00		\$ 853.75	\$ 10,999.25			\$41,000.00	\$0.00
Construction Cost Estimate			\$ 1,372,013.30									Estimated Balance to Complete Project	\$88,160.83
Contingency 15%			Partial Reduction	\$ 205,802.00	\$ 48,570.16	\$ 26,580.00	\$ 4,822.50		\$ 28,592.85		\$ 84,000.00	\$192,565.51	\$13,236.49
TOTAL			\$ 1,577,815.30	\$ 285,599.86	\$ 467,167.15	\$ 91,688.30	\$ 32,030.25	\$ 141,841.30	\$ 334,976.12	\$ 24,211.00	\$ 98,904.00	\$1,476,417.98	\$101,397.32

DISBURSEMENT/REDUCTION		#1	#2	#3	#4	#5					Dispersments TO-DATE	BALANCE of LOC held
TOTAL		\$1,577,815.30	\$285,599.86	\$467,167.15	\$91,688.30	\$32,030.25	\$141,841.30	\$334,976.12	\$24,211.00	\$98,904.00	\$1,476,417.98	\$101,397.32
RETENTION (to be held until warrants expires)	10%		\$ (47,289.86)	\$ (66,088.07)	\$ -	\$ -	\$ (14,184.13)	\$ 127,562.06	\$ (2,421.10)	\$ (9,890.40)	\$ (12,311.50)	\$12,311.50
Disbursement amount			\$238,310.00	\$401,079.08	\$91,688.30	\$32,030.25	\$127,657.17	\$462,538.18	\$21,789.90	\$89,013.60	\$1,464,106.48	\$113,708.82
Balance after reduction			\$1,339,505.30	\$938,426.22	\$846,737.92	\$814,707.67	\$687,050.50	\$224,512.32	\$202,722.42	\$113,708.82		
Change Orders (SUPPLEMENT)												
ADDITIONAL GRADING - EASTERN PROPERTY			\$ 7,426.00									
CUT SWALE AT LOT 34/345			\$ 1,200.00									
6" TOPSOIL, SEED FERTILIZE & EROSION MAT			\$ 700.00				\$ 17,508.40					
SILT FENCE			\$ 4,270.00									
24"X30" RECTANGLE CATCH BASIN			\$ 1,150.00									
12" RCP - ADD CB 31/32				\$ 6,132.00								
15" RCP W/GRANULAR BACKFILL												
BID BOND			\$ 10,600.00									
RECONSTRUCT SANITARY MANHOLES			\$ 9,555.00									
4" ADDITIONAL BASECOURSE ON ROAD				\$ 20,448.00								
CONCRETE ROAD, C&G & ASPHALT SPRING 2018							\$ 22,000.00					
ADDITIONAL POND DREDGING					\$ 10,125.00							
Net disbursement after change orders		\$1,577,815.30	\$1,612,716.30	\$1,366,085.30	\$948,551.22	\$846,737.92	\$854,216.07				\$1,464,106.48	\$113,708.82

**33911 Geneva Road
Burlington, WI 53105
262-537-2187**

#17911907

Enter into TENG
as WIP

DESCRIPTION	AMOUNT
(LOT 14)	
CITY WALK 5": 15'x5'x5"	450 ⁰⁰
CITY WALK 6": 19'6"x5'x6"	585 ⁰⁰
CITY APPROACH 6": 6'x21'x6"	756 ⁰⁰
	\$ 1791 ⁰⁰
BILLED 7-26-19	
Thank You!	TOTAL \$ 1791 ⁰⁰

Company D&D 7/29/19
Job / Dept 14
Cost Code 2170
Pd _____ Ck# _____

GLEMBOCKI CONCRETE

33911 Geneva Road
Burlington, WI 53105
262-537-2187

34181907

DOUGLAS HENT DEVELOPMENT
4732 SCOTTAGE LANE (LOT 27)
PLEASANT PRAIRIE, WIS.

DESCRIPTION	AMOUNT
CITY WALK 5" = 75' x 5' x 5"	2062. ⁵⁰
CITY WALK 6" = 20' x 5' x 6"	600. ²⁵
CITY APPROACH 6" = 6' x 21' x 6"	756. ⁰⁰
	3418. ⁵⁰
Company <u>DLD 7/15/19</u>	
Job / Dept <u>27</u>	
Cost Code <u>2190 13000</u>	
Pd _____ Ck# _____	
Thank You!	
TOTAL	3418. ⁵⁰

BILLED
7-11-19

TUG - WP Development GLEBOCKI CONCRETE

33911 Geneva Road
Burlington, WI 53105
262-537-2187

#26

#96941907 (26)

DOUGLAS KENT DEVELOPMENT (LOT 26)
4752 AND 4754 S COTTAGE (LOT 25)
PLEASANT PRAIRIE WISC.

~~Company DKO 7/31/19
Job / Dept 26
Cost Code 230
Pd Ck#
\$4047.25~~

DESCRIPTION	AMOUNT
CITY WALK 5" 255' x 5' x 5"	\$ 7012 ⁵⁰
CITY WALK 6" 39' x 5' x 6"	\$ 1170 ⁰⁰
CITY APRON 6" 42' x 6' x 6"	\$ 1512 ⁰⁰
	<hr/>
	\$ 9694 ⁵⁰
	<hr/>
	\$ 9694 ⁵⁰

BILLED
7-31-19

Thank You!

TOTAL

9694⁵⁰

FULL LIEN WAIVER

Contractor: Glembocki Concrete

Property Address: The Cottages @ Village Green
Phase 1 - Sidewalks, driveway aprons, etc.

County: Kenosha

Property Owner(s): The Cottages at Village Green
Village of Pleasant Prairie

\$ 14,904.00

For value received, Contractor hereby waives and relinquishes all rights and claims Contractor now has or may have for lien on land and/or buildings about to be, being, or already erected, altered or repaired and to the appurtenances to the above Property for all labor performed and materials furnished. Further, Contractor acknowledges all work is complete and no future payment is due.

Date

GLEMBOCKI CONCRETE INC.

Contractor Name

William M. Glembocki

Signature

WILLIAM M GLEMBOCKI

Print Name

OWNER

Title



Nielsen Madsen + Barber
Civil Engineers and Land Surveyors

INVOICE



Doug Stanich
The Cottages at Village Green, LLC.
P.O. Box 580412
Pleasant Prairie, WI 53158

Project Manager Mark Eberle

June 5, 2019

Invoice No: 33614

Project 2012.0111.07 Condominium Staking & As-builts - Cottages at Village Green Heights
Professional Services thru May 31, 2019

Fee

Billing Phase	Fee	Percent Complete	Earned
Units 1 & 2	1,200.00	100.00	1,200.00
Units 3 & 4	1,200.00	100.00	1,200.00
Unit 5	1,200.00	100.00	1,200.00
Units 6 & 7	1,200.00	50.00	600.00
Units 8 & 9	1,200.00	0.00	0.00
Units 10 & 11	1,200.00	100.00	1,200.00
Units 12 & 13	1,200.00	100.00	1,200.00
Unit 14	1,200.00	100.00	1,200.00
Units 15 & 16	1,200.00	0.00	0.00
Units 17 & 18	1,200.00	50.00	600.00
Unit 19	1,200.00	0.00	0.00
Unit 20	1,200.00	0.00	0.00
Unit 21	1,200.00	0.00	0.00
Units 22 & 23	1,200.00	100.00	1,200.00
Unit 24	1,200.00	100.00	1,200.00
Units 25 & 26	1,200.00	100.00	1,200.00
Unit 27	1,200.00	100.00	1,200.00
Unit 28	1,200.00	75.00	900.00
Unit 29	1,200.00	100.00	1,200.00
Unit 30 & 31	1,200.00	0.00	0.00
ROW Staking (Ph 1)	1,250.00	100.00	1,250.00
Sidewalks Ramps & Trees (Ph 2)	1,350.00	0.00	0.00
Sidewalks Ramps & Trees (Ph 3)	2,100.00	0.00	0.00

\$1250.00

1458 Horizon Blvd, Suite 200, Racine, WI 53406

Ph: (262) 634-5588 * Fax: (262) 634-5024

www.nmbasc.net



Project	2012.0111.07	Condominium Staking - The Cottages			Invoice	33614
Sidewalks Ramps & Trees (Ph 4)	2,100.00	0.00	0.00			
Sidewalks Ramps & Trees (Ph 5)	2,100.00	0.00	0.00			
Sidewalks Ramps & Trees (Ph 6)	2,100.00	0.00	0.00			
Unit 3 & 4 REDESIGN (T&M)	611.25	100.00	611.25			
Unit 29 Redesign (T&M)	490.50	100.00	490.50			
Unit 44 Redesign (T&M)	271.25	100.00	271.25			
Total Fee	36,373.00		17,923.00			
		Previous Fee Billing	15,370.50			
		Current Fee Billing	2,552.50			
		Total Fee			2,552.50	
				Total this Invoice		\$2,552.50
Outstanding Invoices						
	Number	Date	Balance			
	33513	5/17/2019	2,400.00			
	Total		2,400.00			
				Total Now Due		\$4,952.50

WAIVER OF LIEN

Date: August 8, 2019

For Value Received, We hereby waive our rights and claims for lien on land and on buildings to be erected, being erected, altered or repaired and to the appurtenances thereunto,

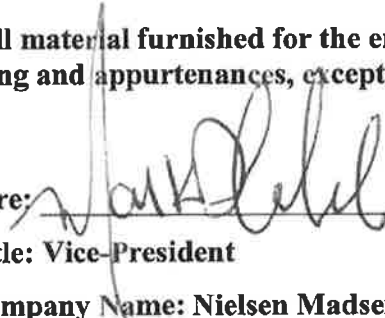
for The Cottages at Village Green, LLC.

by Nielsen Madsen + Barber

for Phase I Right-of-Way Improvements

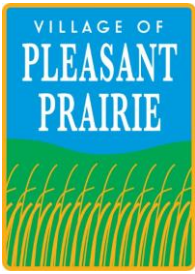
same being situated in Kenosha County, State of Wisconsin, and described as The Cottages of Village Green- Phase I

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, for services through July 31, 2019.

Signature: 

Title: Vice-President

Company Name: Nielsen Madsen + Barber



MEMORANDUM

To: Village Board of Trustees

From: John Steinbrink Jr., P.E., Director of Public Works

Subject: The Vista at Creekside Letter of Credit Reduction Request No. 1

Date: September 10, 2019

The Village has conducted a review of the Letter of Credit Reduction for Public Improvements at The Vista at Creekside and recommends approval of reduction in the subdivision letter of credit based on review of project progress and the following considerations:

- Current posted security
- Work Completed to date and conformance to plans and specifications
- Field visits by Village of Pleasant Prairie Staff, Inspection reports/Engineer's report, if applicable
- Estimated costs of work remaining

Village Construction Inspection staff have reviewed the request and based on inspection of the site and the construction observation reports, I am recommending reduction as follows to the letter of credit:

Letter of Credit Balance as of September 6, 2019	\$2,248,187.42
Estimated Balance to Complete Project	\$1,785,092.60
Remaining Contingency	\$293,241.84
Total Retainage of Public Improvement held to date.	\$16,985.30
Value of LOC to hold	\$2,095,319.74
Letter of Credit Reduction Recommended	\$152,867.68

Based on the review of the criteria, the proposed improvements meet the requirements of the Village and a letter of credit reduction request is warranted and recommended.

VISTA AT CREEKSIDE TERRACE
Letter of Credit Reduction Worksheet
Pleasant Prairie, WI
SBY-19-30842

8/14/2019

Worksheet Summary

ORIGINAL Letter of Credit (LOC) Amount	\$2,248,187.42
Total LOC reduction to date	\$152,867.68
LOC Balance prior to current reduction	\$2,248,187.42
CURRENT LOC BALANCE AFTER THIS REDUCTION	\$2,095,319.74
Developer's Requested Reduction Amount	\$ 169,852.98
Total Retainage held this application	\$ 16,985.30
Total Payout to developer this application	\$ 152,867.68

		STATUS	Draw Date	9/6/19		
Responsible Party	Construction Item		Original Cost Estimate	#1	Construction TO-DATE	BALANCE of LOC held
Reesman's Exc&Gr	Public Sanitary Sewer	No Reduction Requested	\$ 278,746.59		\$ -	\$ 278,746.59
Reesman's Exc&Gr	Public Watermain	No Reduction Requested	\$ 438,264.98	\$116,212.98	\$ 116,212.98	\$ 322,052.00
Reesman's Exc&Gr	Public Storm Sewer	No Reduction Requested	\$ 278,064.12		\$ -	\$ 278,064.12
Reesman's Exc&Gr	Public Roadway	No Reduction Requested	\$ 468,079.46		\$ -	\$ 468,079.46
Reesman's Exc&Gr	Public Grading Work	No Reduction Requested	\$ 144,168.43	\$ 53,640.00	\$ 53,640.00	\$ 90,528.43
Village DPW	Sanitary Sewer Cleaning and Televising Estimate	No Reduction Requested	\$ 3,500.00		\$ -	\$ 3,500.00
Village DPW	Storm Sewer Cleaning and Televising Estimate	No Reduction Requested	\$ 5,000.00		\$ -	\$ 5,000.00
Village DPW	Street signage - Village of Pleasant Prairie	No Reduction Requested	\$ 1,700.00		\$ -	\$ 1,700.00
Village/CM Dept.	Village Inspections	No Reduction Requested	\$ 250,000.00		\$ -	\$ 250,000.00
NMB staking/layout/survey	NMB Construction staking,layout,survey	No Reduction Requested	\$ 25,000.00		\$ -	\$ 25,000.00
WeEnergies	Street lights	No Reduction Requested	\$ 25,000.00		\$ -	\$ 25,000.00
Breezy Hill	Street Trees	No Reduction Requested	\$ 37,422.00		\$ -	\$ 37,422.00
Construction Cost Estimate			\$1,954,945.58		Estimated Balance to Complete Project	\$ 1,785,092.60
Contingency 15%		No Reduction Requested	\$ 293,241.84	\$ -	\$ -	\$ 293,241.84
TOTAL			\$ 2,248,187.42	\$ 169,852.98	\$ 169,852.98	\$ 2,078,334.44

DISBURSEMENT/REDUCTION		#1	Disbursements TO-DATE	BALANCE of LOC held
TOTAL		\$2,248,187.42	\$169,852.98	\$2,078,334.44
RETENTION (to be held until warranty expires)	10%	\$ (16,985.30)	\$ (16,985.30)	\$16,985.30
Disbursement amount		\$152,867.68	\$152,867.68	\$2,095,319.74
Balance after reduction		\$2,095,319.74		
Change Orders (SUPPLEMENT)				
Net dispersment after change orders		\$2,248,187.42	\$2,248,187.42	\$2,095,319.74

Estimate of Probable Costs - Letter of Credit (LOC) Reduction Worksheet		SUMMARY	
Project No.: 15-13		<div><div></div><div>PRIOR SECURITY REQUIREMENT: \$ 2,248,187.42</div><div>Revised Security Balance Requirement: \$ -</div><div>Approved LOC Reduction Amount: \$ 152,867.68</div></div>	
Submittal Date: 8/16/2019			
Project Name: Vista at Creekside Terrace			
Owner: Bear CMA			
Item: Public Improvements		Acceptance/Dedication of Improvements (YES/NO): NO	
Letter of Credit #: SBY-19-30842		Village Board Approval Date:	
		Warranty Period: N/A	
		Reduction #1	
		2,095,319.74	
		["YES" = 10% ON COMPLETED WORK]	
		(1 yr. from prev.)	

TO GENERAL CONTR.: Construction Management Associates, Inc. 4015 80th Street STE F Kenosha WI 53142-4936		PROJECT: 19-037 Vista At Creekside 91st Street and Creekside Circle Pleasant Prairie WI 53158	APPLICATION NO.: 1 INVOICE NO: 19EVCS1 INVOICE DATE: 8/23/2019 PERIOD: 7/3/2019 TO: 8/30/2019
FROM CONTRACTOR: Reesman's Excavating and Grading 28815 Bushnell Road Burlington, WI 53105	ENGINEER: Nielsen Madsen and Barber		DISTRIBUTION TO: / X / OWNER / X / ENGINEER/ARCHITECT / X / CONTRACTOR
CONTRACT FOR: Utilities/Earthwork	CONTRACT DATE: 7/3/2019		

CONTRACTOR'S APPLICATION FOR PAYMENT

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT. A CONTINUATION SHEET IS ATTACHED.

WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR: REESMAN'S EXCAVATING AND GRADING

BY: [Signature]
STATE OF: WISCONSIN COUNTY OF RACINE

DATE: 9-5-19

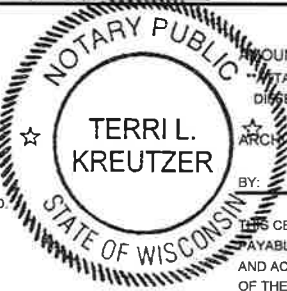
SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF September

NOTARY PUBLIC [Signature] MY COMMISSION EXPIRES: 1/23/21

1. ORIGINAL CONTRACT AMOUNT	.....	\$1,169,432.86
2. NET CHANGE BY CHANGE ORDERS	.....	\$0.00
3. CONTRACT SUM TO DATE	.....	\$1,169,432.86
4. TOTAL COMPLETED & STORED TO DATE	.....	\$169,852.98
5. RETAINAGE	..... 10%	
**TOTAL	.....	\$16,985.30
6. TOTAL EARNED LESS RETAINAGE	.....	\$152,867.68
7. LESS PREVIOUS PAYMENTS REQUESTED	.....	\$0.00
8. CURRENT PAYMENT DUE	.....	\$152,867.68
9. BALANCE TO FINISH, PLUS RETAINAGE	.....	\$1,016,565.18

ARCHITECT/ENGINEER'S CERTIFICATE OF PAYMENT

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT/ENGINEER CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT/ENGINEER'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSES AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.



AMOUNT CERTIFIED
ATTACH EXPLANATION IF AMOUNT CERTIFIED
DIFFERS FROM THE AMOUNT APPLIED FOR**

ARCHITECT/ENGINEER: _____ BY: _____ DATE: _____

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT.

CONTINUATION SHEET

Schedule of Values

Page 2 of 2

AIA Document G702, Application and Certificate For Payment,
containing Contractor's signed Certification is attached.

Application no: 1
Invoice No: 19EVC51
Invoice Date: 8/22/2019

Video at Creekside

From: 7/3/2019

To: 8/30/2019

A	B	C	D	E	F	G	H	I	J	K			
ITEM NUMBER	DESCRIPTION OF WORK	BID QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL QUANTITY COMPLETE (D+E+F)	AMOUNT THIS PERIOD (E + F) * C	TOTAL AMOUNT COMPLETED AND STORED TO DATE (G + C)	BALANCE TO FINISH (C - I)	% COMPLETE (I / C)
						(D + E + F) OF PREVIOUS APPLICATION	QUANTITY THIS PERIOD						
91st Street and Creekside Circle Sitework													
	Strip Topsoil	5,000.000	CY	\$3.17	\$15,850.00	0.00	5000.00	0.00	5000.00	\$15,850.00	\$15,850.00	\$0.00	100%
	Cut/Fill	7,000.000	CY	\$5.13	\$35,910.00	0.00	7000.00	0.00	7000.00	\$35,910.00	\$35,910.00	\$0.00	100%
	Subgrade Prep	9,555.000	SY	\$0.94	\$8,981.70	0.00	2000.00	0.00	2000.00	\$1,880.00	\$1,880.00	\$7,101.70	21%
	Old Green Bay Road Ditch Grading	1.000	LS	\$13,445.55	\$13,445.55	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$13,445.55	0%
	Retopsoil Green Areas	5,000.000	SY	\$2.03	\$10,150.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$10,150.00	0%
	8" 1 1/4" Traffic Bond	2,750.000	TN	\$18.89	\$51,947.50	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$51,947.50	0%
	Stone Public Sidewalks	285.000	TN	\$23.64	\$6,737.40	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$6,737.40	0%
	Backfill Curb and Gutter	2,600.000	LF	\$3.29	\$8,554.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$8,554.00	0%
Public Sanitary Sewer													
	Core Connection to Existing Manhole	1.000	EA	\$4,770.18	\$4,770.18	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$4,770.18	0%
	8" Sanitary Sewer w/ Granular Backfill	1,517.000	LF	\$104.48	\$158,496.16	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$158,496.16	0%
	8" Sanitary Sewer w/ Spoil Backfill	282.000	LF	\$56.34	\$15,887.88	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$15,887.88	0%
	6" Sanitary Sewer Lateral (6 Each)	263.000	LF	\$90.15	\$23,709.45	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$23,709.45	0%
	Abandon Existing Sanitary Lateral at Main	4.000	EA	\$3,743.08	\$14,972.32	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$14,972.32	0%
	48" Dia. Manholes (8 Each)	105.000	VF	\$340.79	\$35,782.95	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$35,782.95	0%
	Adjust New Manholes	8.000	EA	\$474.03	\$3,792.24	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$3,792.24	0%
Public Water Main													
	12" Water Main Connection	1.000	EA	\$4,019.99	\$4,019.99	0.00	1.00	0.00	1.00	\$4,019.99	\$4,019.99	\$0.00	100%
	12" Water Main w/ Granular Backfill	1,836.000	LF	\$102.24	\$187,712.64	0.00	849.00	0.00	849.00	\$86,801.76	\$86,801.76	\$100,910.88	46%
	8" Connection	2.000	EA	\$3,030.99	\$6,061.98	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$6,061.98	0%
	8" Water Main w/ Granular Backfill	882.000	LF	\$69.84	\$61,598.88	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$61,598.88	0%
	8" Water Stub/Service w/ Granular Backfill (6 EA)	256.000	LF	\$86.70	\$22,195.20	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$22,195.20	0%
	6" Water Service w/ Granular Backfill (4 EA)	152.000	LF	\$94.10	\$14,303.20	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$14,303.20	0%
	2" Water Service w/ Granular Backfill (1 EA)	56.000	LF	\$87.28	\$4,887.68	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$4,887.68	0%
	1-1/2" Water Service (OGBR 2 EA)	36.000	LF	\$117.61	\$4,233.96	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$4,233.96	0%
	8" Water Offset At Creek	1.000	EA	\$5,366.79	\$5,366.79	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$5,366.79	0%
	12" Butterfly Valve	6.000	EA	\$2,303.19	\$13,819.14	0.00	1.00	0.00	1.00	\$2,303.19	\$2,303.19	\$11,515.95	17%
	8" Gate Valve	6.000	EA	\$1,739.71	\$10,438.26	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$10,438.26	0%
	6" Gate Valve	7.000	EA	\$1,296.00	\$9,072.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$9,072.00	0%
	Hydrant	9.000	EA	\$5,494.23	\$49,448.07	0.00	2.00	0.00	2.00	\$10,988.46	\$10,988.46	\$38,459.61	22%
	6" Hydrant Lead	96.000	LF	\$83.84	\$8,048.64	0.00	41.00	0.00	41.00	\$3,437.44	\$3,437.44	\$4,611.20	43%
	6" Hydrant Valve	9.000	EA	\$1,296.00	\$11,664.00	0.00	2.00	0.00	2.00	\$2,592.00	\$2,592.00	\$9,072.00	22%
	Traffic Control	1.000	LS	\$6,070.14	\$6,070.14	0.00	1.00	0.00	1.00	\$6,070.14	\$6,070.14	\$0.00	100%
	Existing Drive & Entrance Culvert Removal	5.000	EA	\$317.52	\$1,587.60	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$1,587.60	0%
	Replace Existing 15" Drive CMP (3 EA)	77.000	LF	\$63.70	\$4,904.90	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$4,904.90	0%
	15" CMP FES	6.000	EA	\$234.48	\$1,406.88	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$1,406.88	0%
	Water Main Testing/Flushing	1.000	EA	\$1,447.96	\$1,447.96	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$1,447.96	0%
	Old Green Bay Road Lawn Restoration	1.000	LS	\$10,000.27	\$10,000.27	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$10,000.27	0%
	Old Green Bay Road - Drives & Road Patch	1.000	LS	\$34,584.53	\$34,584.53	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$34,584.53	0%
	Old Green Bay Road - 6" Thick Shoulder	708.000	LF	\$8.76	\$6,202.08	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$6,202.08	0%
Public Storm Sewer													
	30" RCP (Class III) (Granular)	405.000	LF	\$98.28	\$39,803.40	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$39,803.40	0%
	30" RCP (Class III) (Spoil)	101.000	LF	\$97.16	\$9,813.16	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$9,813.16	0%
	24" RCP (Class III) (Granular)	454.000	LF	\$84.33	\$38,285.82	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$38,285.82	0%
	24" RCP (Class III) (Spoil)	131.000	LF	\$84.22	\$11,032.82	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$11,032.82	0%
	18" RCP (Class III) (Granular)	90.000	LF	\$74.85	\$6,736.50	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$6,736.50	0%
	15" RCP (Class IV) (Granular)	405.000	LF	\$68.39	\$27,697.95	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$27,697.95	0%
	12" RCP (Class V) (Granular)	414.000	LF	\$65.47	\$27,104.58	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$27,104.58	0%
	Storm Sewer Cleaning	2,000.000	LF	\$2.17	\$4,340.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$4,340.00	0%
	30" RCP Endwall w/ Grate	2.000	EA	\$1,443.27	\$2,886.54	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$2,886.54	0%
	24" RCP Endwall w/ Grate	4.000	EA	\$1,460.04	\$5,840.16	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$5,840.16	0%
	15" RCP Endwall w/ Grate	3.000	EA	\$1,038.99	\$3,116.97	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$3,116.97	0%
	12" RCP Endwall w/ Grate	2.000	EA	\$974.48	\$1,948.96	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$1,948.96	0%
	72" Dia. Storm Catch Basin w/R-3501-R (6.3 VF)	1.000	EA	\$6,092.39	\$6,092.39	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$6,092.39	0%
	60" Dia. Storm Manhole w/R-1580 (18.8 VF)	3.000	EA	\$4,082.09	\$12,246.27	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$12,246.27	0%
	48" Dia. Storm Manholes w/R-1580 (13.9 VF)	3.000	EA	\$3,007.58	\$9,022.74	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$9,022.74	0%
	60" Dia. Storm Catch Basin w/R-2560 (5.7 VF)	1.000	EA	\$4,120.31	\$4,120.31	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$4,120.31	0%
	48" Dia. Storm Catch Basin w/R-2560 (6.4 VF)	1.000	EA	\$3,132.26	\$3,132.26	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$3,132.26	0%
	48" Dia. Storm Catch Basin w/R-3501-R (16.15 VF)	3.000	EA	\$3,554.84	\$10,664.52	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$10,664.52	0%
	24" x 30" Rect. Catch Basins w/R3501-R (51.3 VF)	11.000	EA	\$2,666.28	\$29,329.08	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$29,329.08	0%
	Structure Finger Drains	17.000	EA	\$535.99	\$9,111.83	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$9,111.83	0%
	6" Curb Underdrain				\$0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
	Rip Rap w/18" Depth	104.000	SY	\$67.53	\$7,023.12	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$7,023.12	0%
	Adjust Manholes	7.000	EA	\$474.03	\$3,318.21	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$3,318.21	0%
	Adjust Catch Basin	17.000	EA	\$511.95	\$8,703.15	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$8,703.15	0%
					\$1,169,432.86	0.00	0.00	0.00	0.00	\$14,897.00	\$169,852.98	\$999,579.88	15%
Stored Materials Change Orders													
	Change Order Totals				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
Base and Change Order Combined													
					\$1,169,432.86	\$0.00	\$0.00	\$0.00	\$14,897.00	\$169,852.98	\$169,852.98	\$999,579.88	15%

Partial Waiver and Conditional Release

Date: 9/5/2019

Upon receipt by the undersigned of a check from: Construction Management Associates, Inc. in the sum of: \$ 152,867.68

payable to: Reesman's Excavating and Grading, Inc. and when the check has been properly endorsed and

paid by the bank upon which it is drawn, this document shall become effective to release any construction lien, stop notice, or

bond right the undersigned has on the job of: Vista at Creekside located at:

91st Street and Creekside Circle, Pleasant Prairie, WI 53185

This release covers a progress payment to the undersigned for all labor, services, equipment or material furnished to the owner through 8/30/2019

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully execute by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any contractor's lien, stop notice, or bond right shall not otherwise affect the contrac rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract undersigned to recover compensation for furnished labor, services, equipment or material was not compensated by the progress payment.

Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Doug Thompson

(name)

CFO

(title)



Reesman's Excavating and Grading

28815 Bushnell Road

Burlington, WI 53105

262 539 2124

Terril L. Kreutzer

Notary Public Signature

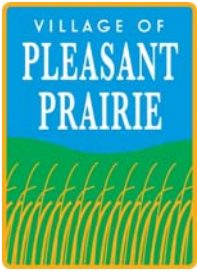
Terril L. Kreutzer

Printed Name

1/23/21

Commission Expires





MEMORADUM

To: Village Board of Trustees

From: Laura DeLaRosa, Financial Project Manager

Subject: Letter of Credit Renewal – Kings Cove

Date: September 10, 2019

The Village currently has a Letter of Credit with Witico Development in the amount of \$90,000 for the Kings Cove Development. The Letter of Credit is scheduled to expire on October 4, 2019. Notification of renewal has been sent to the Developer, Gary Thomas, requesting a renewal by September 11, 2019 due to the timing of the Village Board meetings. The Developer is in the process of obtaining a Letter of Credit from a different financial institution and the bank has requested an extension to September 20, 2019. I am recommending the extension; however, if the renewal is not received by September 20, 2019, I am requesting that the Village Board this evening authorize the draw on the Letter of Credit.



4753 N. Broadway | Chicago, IL 60640
www.bridgeviewbank.com

September 7, 2018

Fourth Amendment to Bridgeview Bank Group
IRREVOCABLE LETTER OF CREDIT No. 621644400-500

BENEFICIARY

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158
Attention: Michael R. Pollocoff, Village Administrator

CUSTOMER

Witico Development Corporation
5732 95th Avenue, Ste. 400
Kenosha, WI 53144

Gentlemen:

We hereby amend the original Irrevocable Standby Letter of Credit as hereinbelow stated:

1. The maturity date of the Letter of Credit shall be amended to October 4, 2019.

All other terms and conditions of the original Letter of Credit remain the same. The original Letter of Credit together with any and all amendments must be presented for endorsement, if drawn.

BRIDGEVIEW BANK GROUP

By: Kevin McGinnis
Kevin McGinnis
Chief Credit Officer

By: Kimberly Jung
Kimberly Jung
Vice President
Commercial Loan Officer

Bridgeview Bank Group
4753 N. Broadway
Chicago, IL 60640

**APPLICATION AND REIMBURSEMENT AGREEMENT FOR
IRREVOCABLE STANDBY LETTER OF CREDIT**

Please issue an irrevocable, standby letter of credit substantially in accordance with this application and transmit it as indicated below (check "X"). In issuing the Credit you are expressly authorized to make such changes from the terms herein below set forth as you, in your sole discretion, may deem advisable provided that no such changes shall vary the principal terms hereof.

Date

09/08/2017

LC number (bank use only) **621644400-500, Tied to
Loan No. 621644400-10201**

PLEASE ISSUE THIS CREDIT BY:

☐ MAIL ☐ AIRMAIL WITH PRELIMINARY CABLE/SWIFT ADVICE
☐ FULL CABLE/SWIFT ☐ HAND DELIVERY

For the account of (applicant):

Account party if not applicant

**Witico Development Corporation f/k/a
Thomas Interests, Inc.**

Address of applicant

5732 95th Avenue, Suite 400

City

State

Zip

Kenosha, WI 53144

Amount

In favor of (beneficiary):

Village of Pleasant Prairie

\$90,000.00

Address

Drafts must be presented to issuing bank on
or before expiration date

9915 39th Avenue

October 4, 2018

City

State

Zip

Expiration at counters of issuing bank
unless otherwise specified

Pleasant Prairie, WI 53158

Available by drafts drawn at sight on issuing bank unless otherwise specified (when accompanied by any of the following statements, documents or other writings):

PARTIAL DRAWINGS ALLOWED ☒ YES ☐ NO.

REIMBURSEMENT AGREEMENT

In consideration of your issuing the standby letter of credit applied for (herein called the "credit") we hereby agree as follows:

1. We agree to pay to you on demand, at your above address and in United States currency, the amount of each draft payable in United States currency and drawn under the credit, or purporting to be so drawn.
2. We agree to pay to you on demand, at your above address and in United States currency, the equivalent (at your then selling rate for cable transfers to the place where and in the currency in which such draft or instrument is payable) of the amount of each draft payable in other than United States currency and drawn under the credit, or purporting to be so drawn.
3. We agreed to pay to you on demand a commission for the credit at such rate as you have quoted to us, together with the amount of any and all charges and expenses paid or incurred by you or by any of your agents or correspondents in connection with the credit. In addition to such commission and any such charges and expenses, we agree that if at any time any applicable law, rule or regulation or the interpretation or administration thereof by any governmental authority:
 - A. shall subject you to any tax, duty or other charge with respect to this agreement, or shall materially change the basis of taxation of payments to you of the principal of or interest on any amounts payable by us under this agreement (except for the imposition of or changes in respect of the rate of tax on your overall net income); or
 - B. shall impose or deem applicable or increase any reserve, special deposit or similar requirement against assets or deposits with or for the account of, or credit extended by you because of this agreement or the credit; or
 - C. shall require you to include the credit in your calculations relating to your capitalization, and if the result is to increase the cost to you of maintaining the credit, or to reduce the amount of any sum received or receivable by you under this agreement, then within 30 days after demand we agree to pay you such additional amount or amounts as will compensate you for such increased cost or reduction. Your certificate in reasonable detail setting forth the basis for the determination of such additional amount or amounts shall be conclusive evidence of such amount or amounts.
4. All amounts payable by us under paragraphs 1 and 2 of this agreement shall, if unpaid, bear interest from the date of demand; all other amounts payable by us under any provision of this agreement, except this paragraph 4, shall, if unpaid, bear interest from the date you are first entitled to demand payment thereof, regardless of whether you actually do make demand. In all cases, such indebtedness shall bear interest at an

annual rate equal to the highest rate or rates of interest payable by us (for periods of time such indebtedness is outstanding) pursuant to the provisions of any promissory note issued or endorsed by us and held by you, or, for periods of time during which no such promissory note is outstanding at (check one): ☐ the annual rate of _____%, ☒ an annual rate that shall be 0.50% percent in excess of the base rate in effect from time to time with a **Floor of 6.00%**, and that shall change when and as the base rate changes. "Base rate" means the rate of interest established by Bridgeview Bank Group from time to time as its "base" or "prime" rate. We agree to pay such interest to you, on a monthly basis and also on demand, based on a 360-day year.

5. Except to the extent we may hereafter give you contrary instructions in writing:
 - A. Your duty and that of your correspondents to examine certificates and other documents received by you or them under, or purporting to be under, the credit, shall be fully discharged if you or they exercise reasonable care to ascertain that they appear on their face to be in accordance with the terms of the credit;
 - B. Your liabilities and responsibilities and those of your correspondents shall be strictly limited in accordance with the most current revision of the Uniform Customs and Practice for Documentary Credits (2007 Revision), ICC Publication Number 600, effective July 1, 2007.
 - C. You and your correspondents may receive and accept or pay as complying with the terms of the credit any drafts, documents or statements, otherwise in order, which may be signed by the administrator, executor, trustee in bankruptcy of or receiver of any of the property of (or any similar representative or trustee for), the person or legal entity in whose name the credit provides that any such drafts, documents or statements must be drawn or issued.
6. You shall assume no liability or responsibility:
 - A. For the form, sufficiency, accuracy, genuineness, falsification or legal effect of any documents or statements;
 - B. For the consequences arising out of any delay and/or loss in transit of any messages, letters or documents, or the delay, mutilation or other errors arising from the transmission of facsimile transmissions, cables, telegrams or telex; or
 - C. For consequences arising out of the interruption of your business by acts of God, riots, civil commotions, insurrections, wars or other causes beyond your control or by any strikes or walkouts.

None of the foregoing acts or things shall in any way affect or impair any of our obligations or any of your rights and powers specified in or arising under this agreement. In furtherance and extension and not in limitation of the specific provisions set forth above, we agree that any action taken or omitted by you or by your correspondents under or in connection with the credit, if taken or omitted with

honesty in fact, shall be binding on us and shall not put you or your correspondents under any resulting liability to us. We further agree that we will indemnify you and your correspondents, and also your and their officers, employees and agents, and hold you and all of them harmless from and against each and every claim, demand, action, or suit which may arise against you or them by reason of any action taken or omitted (from and against each and every claim, demand, action or suit which may arise against you or them by reason of any action taken or omitted) pursuant to this agreement.

7. We agree to pay to you on demand any and all expenses, including reasonable attorneys' fees and legal expenses, incurred or paid by you in collecting our indebtedness to you under this agreement or in exercising or enforcing any or all of your rights and remedies against us.
8. Should any of the following events of default occur, and if at the time of any such event there remains any portion of the Credit undisbursed, we shall, upon your demand, pay to you for application to drawings under the Credit the entire amount which has not been drawn if: (i) we default in respect of any payment due you under this agreement; (ii) we default in the payment of any indebtedness which we may have for the repayment of borrowed monies; (iii) we become insolvent, fail to pay our debts generally as they become due, make any assignment for the benefit of creditors, file or suffer the filing of any petition or action for relief under the provisions of the United States Bankruptcy Code or other similar laws for the relief of or relating to, debtors; (iv) there is a voluntary or involuntary appointment of a receiver, trustee, custodian or similar official to take possession of any of our property; (v) there is an attachment of any material involuntary lien of any kind to our property or assets; or (vi) any representation made in any financial statement or in any other statement or document presented to you by or on our behalf is, in any material respect, false or misleading when made. Any amount so paid which has not been drawn on the expiry date of the Credit shall be repaid to us.
9. We further agree that:
 - A. This agreement and your rights hereunder shall continue unimpaired and shall be binding upon us notwithstanding any delay, extension of time, increase in amount, renewal, compromise or other indulgence or modification granted or agreed to by you, with or without notice to or approval by us (or any of us) in respect of the credit or any of our indebtedness to you under this agreement.
 - B. You shall not be deemed to have waived or released any of your rights or remedies (whether specified in or arising under this agreement or otherwise available to you by law or agreement) unless you have signed a written waiver or release. Delay or failure to act on your part shall not constitute a waiver of or otherwise preclude enforcement of any of your rights and remedies. All of your rights and remedies shall be cumulative and may be exercised singularly or concurrently. You need not resort to any particular right or remedy before

exercising or enforcing any other, and your resort to any right or remedy shall not preclude the exercise or enforcement of any other right or remedy.

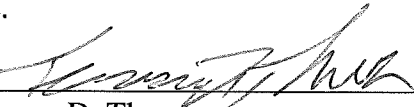
- C. This agreement shall be governed by the laws of the State of Illinois.
- D. If any provision or clause of this agreement or the application thereof to any person or circumstance is invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions, clauses or applications of this agreement which can be given effect, and this agreement shall be construed as if the invalid or illegal or unenforceable provision, clause or application had never been contained herein.
- E. If the application is signed by or on behalf of several of us, this agreement shall be construed and interpreted so as to establish in all instances the joint and several obligations of each of us and this agreement shall be fully binding upon and enforceable against either, any or all of us. Each of us shall be deemed to be the agent of any others, and except as expressly provided otherwise herein, you may act at the direction or request of any one or more of us and you may give a notice or notices (whether or not required to be given), to any one or more of us, all as you may from time to time elect, without notice to or approval by the others. You may terminate this agreement with respect to, or release or discharge, any one or more of us without affecting or impairing the obligations of the rest of us. The death, incompetence or dissolution of any of us or any change in the composition of any partnership or any other firm which may be a party hereto shall not affect in any way the credit or any rights with respect to indebtedness incurred under this agreement or with respect to transactions theretofore initiated. In this agreement, the terms "we," "us" and "our" refer to any one or more applicants and correspondent banks that have executed the application, and the terms "you" and "your" refer to the bank to which such application is directed.
- F. This agreement is without limitation as to duration or amount and shall be binding upon our respective heirs, legal representatives, successors and assigns and shall inure to the benefit of and be enforceable by you, your successors and assigns. You may assign or transfer this agreement and you shall thereafter be forever relieved and fully discharged from any liability or responsibility with respect thereto, but you shall retain all of your rights and remedies specified in or arising under this agreement with respect to any and all instruments and rights not so assigned or transferred.
- G. Unless you stipulate otherwise, the credit shall be subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), ICC Publication Number 600, effective July 1, 2007, but all of your rights arising under said Customs and Practice shall be in addition to, and not in limitation of, your rights under this agreement.

We waive notice of your acceptance of this agreement.

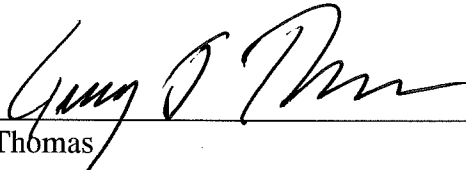
Dated this 2nd day of November, 2017.

APPLICANT:

WITICO DEVELOPMENT CORPORATION F/K/A THOMAS INTERESTS,
INC.

By: 
Terrence D. Thomas

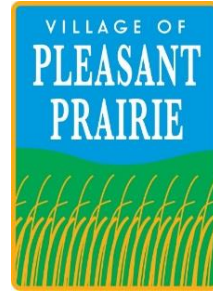
President
Title

By: 
Gary J. Thomas

Secretary/Treasurer
Title

MEMORANDUM

To: Village Board Trustees
From: Nathan R. Thiel
Date: September 16, 2019
Re: 2020 Wisconsin Marathon

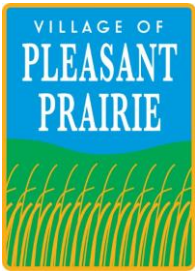


Office of the Village Administrator

Wisconsin Marathon LLC requests to hold their annual marathon on May 2, 2020. Attached is the agreement between the Village and the Promoter setting forth terms and conditions to host said event. The route will continue the same as it has been for the past few years, and a map is included with the attachment.

Before the event the Promoter will contact Pleasant Prairie residents along the route to notify them of the closures and any impact that may transpire during the race day. The promoter will also pay for public services provided in support the event, and are current with past payments. This annual event began in 2008, and has not caused any issues or negative comments by the community.

Staff recommends approval of the 2020 Wisconsin Marathon.



2020 WISCONSIN MARATHON

THIS AGREEMENT, made this _____ day of _____, 2019, by and between the Wisconsin Marathon, LLC, hereinafter referred to as “Wisconsin Marathon” and the Village of Pleasant Prairie, hereinafter referred to as “the Village”.

WHEREAS, Wisconsin Marathon conducts and promotes the Wisconsin Marathon; and,

WHEREAS, Wisconsin Marathon wishes to race along Lake Michigan on Lakeshore Drive and through various neighborhoods in Carol Beach; and,

WHEREAS, Wisconsin Marathon will provide the residents residing along the route with information pertaining to the race course and anticipated start and finish times of the race; and,

WHEREAS, Wisconsin Marathon requests the Village provide public services along the race course within the Village; and,

WHEREAS, the cost of the public services provided to Wisconsin Marathon will be reimbursed to the Village in full, at the actual cost of the services provided.

NOW, THEREFORE, the parties hereto do mutually agree to the terms of this agreement under the conditions described below:

1. The Wisconsin Marathon race course begins in the City of Kenosha, transitions into the Village through a residential neighborhood in the eastern part of the Village, and returns to the City of Kenosha for the finish (**See Exhibit A**).
2. Wisconsin Marathon shall provide Pleasant Prairie residents residing along the specified route information pertaining to road closures, detours, routes and anticipated start and finish times of the race a minimum of 45 days prior to the race.
3. The Village will agree to the race course proposed by Wisconsin Marathon after the residents have had an opportunity to review the course, but no later than 30 days prior to the event.
4. The Village shall provide police, fire and rescue and public works services along the Wisconsin Marathon race course within the Village, at the expense of the Wisconsin Marathon.

5. Wisconsin Marathon agrees that all debris from water stations along the route in Pleasant Prairie will be completely cleaned and restored to their previous condition before the end of the day on **May 2, 2020**.
6. Wisconsin Marathon shall submit a plan for approval by the Village no later than 30 days before the race that specifically describes how residential access in the area will be accommodated along race course in order for residents to access their homes and race participants to safely run in the event. The Village encourages plan submission earlier than 30 days before the race in order for enough time to provide for any potential changes.
7. The Village shall be reimbursed in full for all actual expenses for police, fire and rescue and public works services provided for the Wisconsin Marathon (**See Exhibit B, Service Costs for 2019**) within 10 days of the receipt of invoice.
8. Wisconsin Marathon shall provide the Village with a Certificate of Insurance 10 days prior to the 2020 Wisconsin Marathon race, which will be held on May 2, 2020.
7. The Village shall provide Wisconsin Marathon with a Certificate of Insurance 10 days prior to the 2020 Wisconsin Marathon race, which will be held on May 5, 2020.

Wisconsin Marathon

BY _____ Date _____

Print Name: _____

Village of Pleasant Prairie

BY _____ Date _____

Nathan Thiel, Village Administrator



Wisconsin MARATHON

& half marathon

WWW.WISCONSINMARATHON.COM

- Marathon Course

Half Marathon Course

Parking
- 5K Course

Mile Markers

Road Closure Times

- A 7:40- 10:00
- B 7:30- 10:15
- C 7:20- 10:30
- D 6:30- 1:30
- E 6:50- 7:25
- F 7:00- 7:40
- G 7:00- 7:30
- H 7:05- 8:15
8:20- 1:00
- I 8:25- 12:45
- J 8:30- 12:35
- K 8:40- 12:15
- L 7:10- 8:05
- M 7:20- 1:20
- N 7:05- 1:30



Marathon Course continues South (see inset)

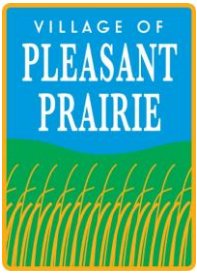


Exhibit B

2020 Wisconsin Marathon

May 4, 2019 Race

Village of Pleasant Prairie

Service Costs Billed

Public Works	\$ -
Police	\$ 437.32
Fire & Rescue	\$ 731.29
Total	\$ 1,168.61



MINUTES VILLAGE BOARD

Village Hall Auditorium
9915 - 39th Avenue
Pleasant Prairie, WI

A regular meeting of the Pleasant Prairie Village Board was held on August 19, 2019. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Mike Pollocoff, Dave Klimisch and Mike Serpe. Also present were Nathan Thiel, Village Administrator, Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Chief of Police; Craig Roepke, Chief of Fire & Rescue; Matt Fineour, Village Engineer; Sandro Perez, Inspection Superintendent; John Steinbrink Jr., Public Works Director; Carol Willke, Human Resources Director; Tom Patrizzi, Facilities Superintendent; Emily Kolosso, Media Specialist; and Jane C. Snell, Village Clerk. 11 citizens attended the meeting.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC HEARINGS

A. Consider approval of Kwik Trip Incorporation's Application for a Class "A" Fermented Malt Beverage License and a "Class A" Cider Only License for Kwik Trip #296 to be located at 10215 120th Avenue.

Jane Snell:

Mr. President and Trustees, this public hearing is due to an application that was filed by Donald Zietlow who is the President for Kwik Trip. Filed it with the Clerk's office on July 22nd for a Class "A" Fermented Malt Beverage License and a "Class A" Cider Only License. Application requirements have been satisfied. Application requested Lee Alan Rockwell as agent. Chief Smetana has conducted a background check and has approved the agent.

As of this meeting there are outstanding municipal charges of \$14,765.37 for sewer connection, utilities, and engineering and community development department fees. Kwik Trip anticipates opening the first week of September with an open house and a ribbon cutting on September 18th. Pursuant to Chapter 194 of the Municipal Code it requires an establishment to be open within 90 days of the issuance of the license. And so we're clearly within that time frame.

I am requesting approval of the Kwik Trip application and the approval of the issuance of a Class "A" Fermented Malt Beverage License and a "Class A" Cider Only license subject to the Clerk's office receiving the following items: Certificate of occupancy, payment in full of any and all municipal charges, payment of annual license fees which will be prorated from the date of

issuance to the end of the term which is June 30th of 2020, and payment of the publication costs which I do know at this time is \$54.05.

John Steinbrink:

This being a public hearing I'll open it up to public comment or question.

Jane Snell:

There were no signups.

John Steinbrink:

Anyone wishing to speak? Anyone wishing to speak? Anyone wishing to speak? I'll close the public hearing and open it up to Board comment or question. I have one question. Since my apple tree died I'm not sure what a "Class A" Only Cider License is.

Jane Snell:

Cider is a certain fermented percentage of alcohol. So it would be like your wine coolers and those type of things so that's what that would be.

John Steinbrink:

So it's more of the cider.

Jane Snell:

Well, yes, it's not like apple cider.

John Steinbrink:

Okay. Other Board comments or questions?

Michael Serpe:

Move approval.

Dave Klimisch:

Second.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

SERPE MOVED FOR APPROVAL OF THE KWIK TRIP INCORPORATION'S APPLICATION AS PRESENTED ON THE RECORD AND IN WRITTEN FORM SUBJECT TO CERTIFICATE OF OCCUPANCY, PAYMENT OF LICENSES FEES AND PUBLICATION, AND ANY OUSTANDING MUNICIPAL CHARGES FOR KWIK TRIP #296 TO BE LOCATED AT 10215 120TH AVENUE; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

- b. Consider approval of Final Resolution #19-27 authorizing construction of public improvements and levying special assessments against benefited properties for the construction of a 12-inch water main and appurtenances beginning approximately 120 feet south of 91st Street and extending north approximately 730-feet along Old Green Bay Road in the Village of Pleasant Prairie.**

Matt Fineour:

So this is a public hearing for the extension of a water main and levying of assessments. The public water main extension along Old Green Bay Road is being completed by Creekside MF, LLC, or Bear Development as part of the Vista Creekside resident project. As you can see from the map which will be coming up shortly, the developer will be connecting to the existing water system along Old Green Bay Road and extending it south to their development. The existing 12 inch water main will be extended to 91st Street which they will extend into their development to serve their properties.

A right of recovery and funding agreement between the Village and developer may be entered into with the cost over and above that portion of the cost properly chargeable to the developer may be subsequently recovered by the Village and returned to the developer which is referred to as a right of recovery. The right of recovery agreement will be taken up by the Board this evening under a separate agenda item under new business.

The preliminary resolution, Resolution 19-16, was adopted May 20, 2019 declaring the intent to exercise special assessment police powers in connection with the construction of The Vista at Creekside Old Green Bay Road water main project. Upon adoption of the preliminary resolution, the Village Engineer prepared a special assessment report computing the assessment amount

levied to the benefitted properties. The assessment report which is included in your packet and also mailed out to the affected property owners includes the final plans for the water main improvements, the cost of the improvements, the assessment method and rate calculation, and the schedule of proposed assessment against each parcel benefitted by the improvements.

Just to take a step back since the map's up, the extension is shown in yellow on the map. It will be extended south, and the north part is existing water main that they'll be connecting into, extending it south, and then they'll take it down 91st Street into their development to service their properties. On the map you'll see the properties labeled 1 and 2. Those are the two properties that benefit from the water main extension and the right of recovery and special assessment includes.

The water main right of recovery and Village special assessment is based on frontage of benefitted properties. The linear foot cost is calculated as the total project cost divided by the total water main length. The cost was then divided in half to account for both sides of the road. The size of the water main being constructed is 12 inch in diameter. The water main cost was reduced to represent an 8 inch main equivalent cost for the assessment. Water services are not included in the 8 inch main cost and are accounted for separately in the assessment schedule.

A front footage assessment rate is applied to each benefitted property. The frontage is the lot dimension abutting the public right of way of each benefitted property. In this project the total project cost as a 12 inch water main was \$220,565. That's the bid price for that section of water main. That cost was reduced, like I said, as an 8 inch equivalent main. That cost is \$166,530. So for the assessment purposes the project cost was reduced from \$220,565 to \$166,530.77. The total length of water main was 851 feet which puts it as \$195.68 per lineal foot. That, again, was divided in half to account for both sides of the road, so that's \$97.84 per front footage which is the assessment cost per front footage. There are two water laterals which were priced out at \$2,117 per lateral.

The right of recovery assessment, this right of recovery assessment is subject to the right of recovery and funding agreement between the Village of Pleasant Prairie and the developer of Vista at Creekside for the public water main extension in Old Green Bay Road. The property owners may defer payment of the right of recovery assessment until the property connects to the municipal system or as a precondition or land division approval. At the time the property owner connects to the municipal water system or the property is subdivided, the entire assessment shall become due and payable. After the right of recovery date, obligation is expired per the funding agreement which is ten years. The right of recovery assessment will expire, and it will be deemed at that time if they have not connected at that time.

Like I said, there are two properties that were affected or benefit from this project. Schedule C identifies both of those properties, and the right of assessment or right of recovery amount for each one, property 1 had a total assessment of \$19,815.28, and parcel 2 was \$14,836.20. Again, those are deferred until they connect, or if they wait over ten years then it becomes deemed paid

to the right of recovery being paid by the developer. That being said, if there's any questions I'll turn it back over to the Board for the public hearing.

John Steinbrink:

This being a public hearing I'm going to open it up to public comment or question. Any signups?

Jane Snell:

Mr. President, there were no signups this evening.

John Steinbrink:

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

Dave Klimisch:

I move approval of Resolution 19-27.

Mike Pollocoff:

I'll second that.

John Steinbrink:

We have a motion and a second for Resolution 19-27. Is there any further discussion on this item? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**KLIMISCH MOVED FOR APPROVAL OF FINAL RESOLUTION #19-27
AUTHORIZING CONSTRUCTION OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL
ASSESSMENTS AGAINST BENEFITED PROPERTIES FOR THE CONSTRUCTION OF A 12-
INCH WATER MAIN AND APPURTENANCES BEGINNING APPROXIMATELY 120 FEET
SOUTH OF 91ST STREET AND EXTENDING NORTH APPROXIMATELY 730-FEET ALONG**

OLD GREEN BAY ROAD IN THE VILLAGE OF PLEASANT PRAIRIE; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.

5. CITIZEN COMMENTS

Jane Snell:

Mr. President, there were no signups this evening.

John Steinbrink:

Anyone wishing to speak on citizen's comments? Hearing none I'll close citizen's comments.

6. ADMINISTRATOR'S REPORT

A. Village Board Strategic Plan

Nathan Thiel:

Village Board President and Village Board members, just a couple of items to pass along. Within the slides you'll see that I provided the draft of our strategic plan. We've spent a considerable amount of time, staff, refining and revising the work that we did back in February in which we identified the core values of the Village. Primarily as we discussed about our mission one word in particular resonated and came to the forefront. Our mission is to promote and preserve investment in our community as drafted. With that investment we felt that there were four core values that stood out, one being vision, second professionalism, collaboration and then finally quality.

We have then identified basically our top ten strategic initiatives based on the five items that we felt are key problems or key focuses being succession planning, fiscal constraints and resources, development of a Village Green, managing development as a total and then staffing and workload balance. Clearly we identified several initiatives. I think we came up with a total of 26 or 30 in that realm. But clearly to focus in on all 30 would require a lot more staff and a lot more minds. So we narrowed our scope to the top ten. These were the items that we voted on both by department heads and also as a Village Board. And so those are before you.

Again, this is in draft form, so I guess my plan is to send this strategic plan in this format to you for you to review. The intent is we'll have one more meeting tied with the budget planning process. In the next slide the 20 year outlook is an area where we'll need to refine a little bit more. On this it was just to give you kind of an overview or an outlook. But clearly as we talked both as department heads and also as Village Board we probably identified a good 30 more items in this 20 year outlook. And so we will be spending some time just to hone in on kind of the priorities in that outlook, what we want to be focusing in on as far as projects into the future.

And so I guess in preparation what I wanted to relay to you tonight is this is the draft. I will send this out to you via email. And then at the end of September, the third or fourth week, Kathy plans on us having a budget workshop. During that budget workshop I'm hoping that we will be able to spend a little bit of time just reviewing the outlook, reviewing the whole list of items. Clearly what I have on this sheet is just a condensed version. So I'd like us to identify together kind of what items are kind of the key priorities, the ones that we want to recognize on the plan. And then we should have a document that is in final form. And so if there are any questions I can entertain those later.

B. 2019 Halloween Trick or Treat date and time for Sunday, October 27, 2019 from 3:00 p.m. to 6:00 p.m.

Nathan Thiel:

Finally, the last item, well, I have two more items. One of the last items just for Halloween instead of making an action item just moving forward we know that it will be the Sunday prior to Halloween. And so we're just announcing it now that Sunday, October 27, 2019 we're earmarking the hours of 3 p.m. to 6 p.m. as the official Village Halloween hours.

And then a final item just to bring, I've had some ask me or inquire about when we will modify our Village Board meeting hours. We plan on bringing that to the Village Board at the next Board meeting, September 16th. It is a part of our ordinance. And so we'll bring it as an ordinance update. So if there are any questions or concerns feel free to comment or bring that to my attention. But I think the intent is to move to the 5 p.m. time frame for all Village meetings. With that, that's all I have to report.

John Steinbrink:

Any questions for Nathan?

7. NEW BUSINESS

A. Receive Plan Commission recommendation and consider approval of a Conceptual Plan as it relates to properties located on the east side of 47th Avenue between Main Street and 104th Street for the development of Keystone Condominiums.

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request for a Conceptual Plan at the request of Joe Bukovich of Point Real Estate on behalf of Sagewood 47, LLC. And they are requesting to develop the east side of 47th Avenue south of Main Street north of Highway 165. This is not technically in the Village Green Center. This is a project area that the staff has been working on

and working with this particular landowner for the last couple of years since about 2016. Keep in mind that the Village Green area is an area that saw its first Preliminary Plat back in 2003. And at that time this area was identified as a townhome project or project area.

Since that time the concept kind of sat on the shelf and the developer moved forward with a single family development. And eventually in 2016, '17 and '18 they brought us the condominiums to the north of Main Street. And now the petitioner is requesting to develop the vacant, undeveloped land south of Main Street. At that time it was referred to as Sagewood Condominiums. There were actually two buildings built as part of that condominium development.

And now he would like to finish the rest of the development, and he would like to develop it as basically two unit condos or ranch style condominiums. Specifically he is looking to develop 18 two-unit ranch style condominium units that are proposed to be 1,589 square feet with two bedrooms, two baths, two car attached garages. They'll have full basements, sun room and a rear porch patio deck area. It's anticipated that the construction on the required public improvements would commence in the spring of 2020, and that all the units would be completed within two to three years. In addition, the developer has submitted a draft declaration of condominium along with some conceptual elevations and floor plans for the proposed condominium developments.

As you can see on the slide I've identified specifically the area. Again, it's just east of the Village Green Heights single family development between Main Street and 104th Street. Just to give you some perspective from an aerial view, again, this Sagewood Circle area which also is known as 103rd, the units will be completed in that area and then coming off of 47th Avenue coming up to and pretty much touching into the woods but not cutting down the trees for this particular area.

Again, before you we see some of the elevations. We are working with them on those elevations. The slide on the left shows the placement of where each of these units would be located. The intent is to convert that southern horseshoe roadway from a private road to a public road. And then the northern, too, would be also, again, public in nature for the development.

There have been a series of new wetland delineations done for the property as required because it's been more than five years. These wetlands have been field delineated, identified. A few of them will be considered artificial wetlands, specifically where the pond is located so they can continue to manage that pond. And there are some other small wetlands that have been identified on the property as well. With respect to Comprehensive Plan compliance and density, it complies with the existing Comprehensive Plan. In fact, the density is a little less than what was originally envisioned because it has a net density of 2.72 units per net acre.

The zoning of the property is currently R-9 which is Urban Single Family Residential District with a Planned Unit Development Overlay District for the Sagewood area at the very south end. And then there's an R-10 UHO, and there's some C-1 and C-2 on the property. We will need to

have the properties rezoned appropriately based on the density that we're looking at, more of an R-8 two family, our condominium two family that we're looking at in this location. And those wetlands will need to be placed into the C-1, and the remaining C-2 areas undisturbed will be placed into that Conservancy District as well.

The staff is going to begin preparing the PUD, the Planned Unit Development Overlay for the property as we get a little bit further into the reviews of the detailed plans for the development site. The municipal improvements, municipal sanitary sewer and water will need to be provided to service all the condominium units within the development. The stormwater retention basin for the development was already constructed as you can see on the slide really at the southeastern corner of this development. The pond is going to be shared with the Sagewood condominium development, and a flowage easement would need to be granted. All required access and maintenance easement, restrictive covenant restrictions will all be shown on a new Certified Survey Map for the development.

Specifically for the Keystone then, again, net density, proposed zoning, municipal improvements. The construction access for this development will be from 165 in the south on 47th Avenue and then to service each of the various units that will be under construction.

There's a number of additional steps that would need to be completed by the developer. We'll need to go through preliminary and final condominium platting, certified survey map preparation in order to dedicate the public roadways, required easements and set forth additional dedication and easement provisions as well as restrictive covenant language on the CSM. As part of the plat and CSM approval the developer will be required to execute a development agreement, provide all the exhibits, provide the letter of credit, other financial securities and guarantees to the Village. And this will be for the installation, inspection and warranty of the public improvements.

As mentioned at the Plan Commission, that southerly roadway was a private roadway, and that will need to be reconstructed to Village standards. There will be a public sidewalk as noted on the slide in blue. There are sidewalks that run east/west in Main Street in the right of way on the south side. And so there's going to be a public sidewalk that is connected from Main Street on the east side of 47th Avenue south to 165 and then east to the property boundary on the east corner.

The Plan Commission recommended approval of the conceptual plan subject to all the comments and conditions as outlined in the staff memorandum. Obviously, this is the first step for them. The next steps will be preliminary condominium approval, engineering plan approval, and then we'll continue with final plat approval and going through all the rest of the final documents for this development. Plan Commission recommended approval subject to the comments. The petitioner is also in the audience in the event that the Board has any additional comments or questions.

Michael Serpe:

Jean, I should have brought this up at the Plan Commission meeting last week. Condominiums are usually for empty nesters, senior citizens and many senior citizens. The concept that Doug Stanich brought to the Village with The Cottages is there's no steps entering the household either from the garage or from the front sidewalk which is nice for seniors that may be a little handicapped. Are we taking into consideration the interior of these buildings that would accommodate maybe wider doorways for the purpose of wheelchairs? You don't want to see a person have to move out of the condo because they can't move around in it. Is that an option at all here?

Jean Werbie-Harris:

So I think that's a great question to direct to the developer. I have not seen and gone through individual floor plans yet. I've measured them, I should say, I've seen them. But maybe he can address some of those comments. This is like his third or fourth or fifth project that he's worked on similar to this.

John Steinbrink:

Thank you, Mr. Becker. Could you just give us your name and address for the record.

Todd Becker:

Todd Becker, N77W23806 Sun Valley Run in Sussex. Thank you, everybody. The plan here was to do traditional construction where we've got not flush entries from either the garage or the front door. That's something I'd like to offer as an option. As we get into that realm we're taking up the costs, and obviously we're trying to keep this cost as affordable as possible. So it's something that would be considered on an optional basis but probably not as a standard basis at this time. With respect to the interior design, obviously we think about that as we develop these plans. Off the top of my head I don't know if every single door within each condominium unit is 36 inches. But that's certainly something that we could address on a unit-by-unit basis as well.

Michael Serpe:

Thanks, Todd. I would recommend that in the future, Jean that maybe we study that and especially for condominium uses since senior citizens are the major occupants of condos. Just something to think about. I think it would be a wise move for us to consider.

Mike Pollocoff:

I had something and, again, I also wish I would have brought it up at the Plan Commission. And after looking at the plan it kind of jumped out at me. If you look at the background sheet on the

map that shows the plat, and we have the -- you've identified the parcels that the condos are going to be, that one there, where the parcels would be where they are, is there a setback that they're aiming for between those parcel lines and the buildings? Or does that include the outside areas like the patios and circular walks around the building?

Jean Werbie-Harris:

So they do need to meet minimum setbacks to the property lines as well as to the street property line and right of way. They also have to meet minimum setbacks for the foundations between the buildings as well as minimum between the patios or decks in between units as well. So they have to meet all of those different minimums.

Mike Pollocoff:

Because what I'd really like to see this do is, if you look at The Cottages, you've got a -- it's not a real symmetrical layout of the buildings. And they seem to be cornered, and a couple of them seem like they're shoehorned onto the site where there isn't a symmetrical layout of each building which is what the parcel lines look like. So the parcel lines could be like that as long as the building doesn't lay out that way. So I want to make sure one doesn't lead to the other where you have buildings that are kind of offset, and you've got a differential in the site lines from one building to the next. And that's something I realize we haven't seen the final draft. I just would like the staff to look at that as they're going through the process.

The next thing is on the road to be vacated that's public coming out of Sagewood, right now that road aims at somebody's front door or front window when they come out there. And I'd like to see that just shifted a little bit so that if you're coming out and your headlights are shining between two houses instead of right at one house. There's less of a problem on the next road north. And, of course, with that one circle drive there isn't any problem. I think that's something with just a little bit of manipulation of that street layout that can be avoided. Those people will be seeing headlights pointing at their house every time somebody comes in and out of that land division.

It would be nice to see a separate map on the layout, on the setbacks and on the new buildings as they're set up so we don't see a similar situation that we have in The Cottages. If it's possible if you could have the developer lay that out. Maybe they're already had that -- if you look at the one drawing it's not a problem. But depending on how much latitude they have on the setbacks you could be right back into the same thing we have in The Cottages. With that I second. Was there a second on the motion?

John Steinbrink:

I don't think there was a motion yet. Just give us your name and address for the record.

Joe Bukovich:

Joe Bukovich with Point Real Estates, 19000 West Bluemound Road, Brookfield. I just want to address the Trustees' comments. From the layout perspective, the color rendering that you see on the screen right here that is the way it's set up in the computer right now. And you'll see that when you're on curves they're parallel to the cord on the curve so they're not crammed in there like turned cockeyed or anything. And when they're on tangents the front of the buildings are parallel with the road. So what you see right here is what you're going to get. If that's acceptable we'd like to continue with the way it's designed at this point.

Mike Pollocoff:

If that ends up -- from my standpoint, I mean I'm speaking for myself, I can live with that if that ends up being the actual product. If you look at the plats those aren't. I guess depending on how much advantage you took of the setbacks you wouldn't end up with that, that same alignment. So on the plat that gives you the latitude to do it. The picture shows that you won't. I just want to make sure of that.

Joe Bukovich:

Right, on the plat we'll be defining the foundations as well on the condo plat. And then shifting the road is going to be difficult. All the utilities are already in and the storm sewer and the sanitary sewer. So trying to align that between the wooded area and the existing condos to the south and keep the utilities in the roadway is going to be difficult. I just want to point that out for the Board. And I think that should address it.

Mike Pollocoff:

I think if we see how far we can push the utilities from -- the utilities are there, right?

Joe Bukovich:

Correct, everything is built. All we have to do is go in and --

Mike Pollocoff:

So however far we can offset if the utilities are more towards one side or another I guess I'd leave that to the Village Engineer to take a look at that.

Joe Bukovich:

Very good, we'll work with them on that. So thank you.

John Steinbrink:

Thank you.

Dave Klimisch:

Jean or Matt, do we know the range of price points? I mean it's better for you guys -- where are you hoping to be at on the prices?

Todd Becker:

Starting price point is going to be \$350,000. Average price point when all is said and done with basement buildouts and other upgrades we anticipate \$400,000 today.

Dave Klimisch:

And then there's the monthly HOA.

Todd Becker:

\$250 a month.

Nathan Thiel:

Todd, can I ask a question? Just in regards, I know that you've mentioned that you're planning on ranch style. Is there any thought process whatsoever to consider a taller story like a two story condo towards the north?

Todd Becker:

Getting back to that topic of the empty nest product that's the design here if we wanted to stick to ranches. There wasn't any thought of going to two story homes quite frankly.

Nathan Thiel:

Okay.

John Steinbrink:

Any other questions for Todd?

Michael Serpe:

Do we have a motion or are we looking for one?

John Steinbrink:

We're still looking for one.

Michael Serpe:

I'll move approval of the Conceptual Plan.

Mike Pollocoff:

I'll second that with the comments made.

John Steinbrink:

We have a motion and a second. Is there any further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

SERPE MOVED FOR APPROVAL OF A CONCEPTUAL PLAN AS IT RELATES TO PROPERTIES LOCATED ON THE EAST SIDE OF 47TH AVENUE BETWEEN MAIN STREET AND 104TH STREET FOR THE DEVELOPMENT OF KEYSTONE CONDOMINIUMS; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

- B. Receive Plan Commission recommendation and consider approval of Ordinance #19-24, Ordinance #19-25 and Ordinance #19-26 to amend Chapter 420-26 through 420-29, Chapter 395-97 and Chapter 420-131T(3) of the Village Zoning Ordinance.**

Jean Werbie-Harris:

Mr. President and members of the Board, the Village staff is recommending that the zoning and development application fees be increased from \$225 to \$250 for minor applications such as certified survey maps, zoning map amendment. And also then to increase fees from \$825 to \$850 for applications including such as site and operational plans, PUD ordinance, conceptual plans

and plats. Fees after approved by the Board would become effective on September 1, 2019. The current fees have remained unchanged since January 1, 2011.

The other change which is to Section 420-131T(3) of the Zoning Ordinance is to indicate that upon FEMA approval of a Floodplain Boundary Adjustment the Village will set the required public hearing to amend the Village Zoning Map, Zoning Text and 2035 Comprehensive Plan Amendment to reflect the approved amendment. So we are asking for the fees up front, and then we will follow the process to make sure that we get the Zoning Map and the Comprehensive Plan Maps all updated without having to chase back down the developer or the individual that actually applied for that initial change. A lot of times that happens anywhere from six months to two years later. So instead of chasing back to them for another application and another fee, we will collect everything up front, and then we will just process it when the applications have been formally approved by FEMA. The staff and the Plan Commission recommend approval of Ordinance 19-24, 19-25 and 19-26.

Mike Pollocoff:

I move approval to modify the fees as presented.

Michael Serpe:

Second.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

POLLOCOFF MOVED FOR APPROVAL OF ORDINANCE #19-24, ORDINANCE #19-25 AND ORDINANCE #19-26 TO AMEND CHAPTER 420-26 THROUGH 420-29, CHAPTER 395-97 AND CHAPTER 420-131T(3) OF THE VILLAGE ZONING ORDINANCE; SECONDED BY SERPE; MOTION CARRIED 5-0.

C. Receive Plan Commission recommendation and consider approval of a Right of Recovery and Funding Agreement between the Village of Pleasant Prairie and Creekside MF, LLC., for the extension of public water main on Old Green Bay Road.

Matt Fineour:

Mr. President and members of the Board, this is the right of recovery agreement for the water main that we discussed earlier in the public hearing. This allows the Village to recover funds from that special assessment for a ten year period. If somebody connects into that water main and the assessment is due we would give that money to the developer. Again, the right of recovery agreement expires in ten years or August 19, 2029. With that if there's any questions I'd be happy to answer them.

Mike Pollocoff:

I have one. One of the things I'd like to, if we could explore it, is to have the right of recovery agreement, and we'll have it in our files and it will be on file with Bear Realty, but I'd like to make sure they're recorded with the files on the affected properties for a couple reasons. One is that if there's a change of personnel here that it protects that property owner from having to connect to water when the original deal was that they didn't have to connect to water. And if they go to sell their house that privilege of not having to connect to water it's obvious it goes with the property so it doesn't cloud a buyer/seller transaction. And in the fact that that date is set for August 19th in this case 2029 would be the wall where if they don't hook up by then and the developer -- there's no reason for them to have hooked up or made that change, that that sticks. I really believe that's recorded as an agreement on the parcel.

If there's a subsequent change by the Public Service Commission that might modify how the water utility is collecting these fees that are in right of recovery would protect the property owners who -- I don't know if there's any here as part of this, but it would protect their knowledge that they didn't have to pay if they waited until after ten years to connect, that right would still be recorded as a benefit on the property. I think it just makes the Village record keeping easier because they've got that in their hands since it's on their title and it protects them from any subsequent changes whether it be by Bear or some future property owner or from the State modifying the regulation.

I know we've had some in the past and they weren't on the affected property's file. And there's so many different ways where people can get deed information other than going to the County Register of Deeds. I think it's one way to protect us from a transaction happening outside of the loop that we don't have any control over. I don't think it's an adverse posting on the individual's property. It's really a beneficial one. It protects their rights on this. But that's my recommendation. You might want to run it by counsel.

Nathan Thiel:

We'll look into it.

Kris Keckler:

Move approval of the right of recovery and funding agreement.

Dave Klimisch:

Second.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

KECKLER MOVED FOR APPROVAL OF A RIGHT OF RECOVERY AND FUNDING AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND CREEKSIDE MF, LLC., FOR THE EXTENSION OF PUBLIC WATER MAIN ON OLD GREEN BAY ROAD; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

D. Consider approval of the Third Amendment to the Declaration of Restrictions of the Meadowland Subdivision.

Jean Werbie-Harris:

Mr. President, the staff received a letter from Bride Puntillo. He's the Assistant Property Manager for the Meadowland Homeowners Association. They're seeking approval for an amendment to their declaration. And 75 percent of the property owners consented to this amendment which is required as part of their document approval. At one of their previous association's annual meetings, a motion was entertained that the Board of Directors seek legal counsel regarding the current language in their declarations pertaining to mailbox maintenance and parkway tree maintenance and replacement.

Specifically, members were concerned about how expensive the trees are and that their annual budget did not collect enough to keep replacing trees on behalf of the residents on an annual basis. Members also spoke about the need to keep their association fees as stable as possible. So after seeking their counsel they were advised that the current language in their declaration regarding late fee collection is unreasonable, and they would not be supported in courts. So, for example, their current language called for a per diem percentage and monetary fees that could quickly escalate into the thousands of dollars for being late on a payment.

So they were sent a package of information, and they did receive 75 percent of the owners' consent for the following changes. First, if they need a new mailbox they'd notify their property management office, they'll need to replace it for them. The cost of replacing the mailbox will be charged to the homeowner. Next, if they need a parkway tree replaced they'd be notified by the property management office that they will ask that they provide them with the type and size of the tree that they are requesting to plant. The Village has restrictions on what you could plant in the parkway so that is why they have to continue to monitor this. Once they receive permission in writing from property management they will need to replace the tree. The cost of the tree is the responsibility of the homeowner. If any trees are replaced without approval they are subject to any fines as stated in their declaration.

And, finally, the third change, in addition to an 18 percent interest charge a late charge of up to \$5 per day may be imposed, not \$50, but \$5 per day may be imposed by the Board of Directors against the owner if any balance in common expenses remains unpaid for more than 30 days after the payment is due. So our ordinance requires that any property owners that make amendments to their declarations that they need to be reviewed by staff and approved by the Village Board. We remove them just to make sure that there aren't any conflicts with Village ordinances. And they are recommending approval so they can record this amendment to their declarations.

Mike Pollocoff:

And that's the staff's recommendation as well?

Jean Werbie-Harris:

Yes.

Mike Pollocoff:

I'd move that we approve the third amendment to the declaration of covenants for Meadowland Subdivision as submitted.

Kris Keckler:

Second.

John Steinbrink:

We have a motion and a second. Any further discussion? Jean, they were collecting \$50 a day on the late fee?

Jean Werbie-Harris:

I think that's what it said in their declarations, that there was a penalty fee of \$50 instead of \$5. We weren't collecting that.

John Steinbrink:

That's quite a change.

Jean Werbie-Harris:

Yeah, I think it might have been a typo or something. I think it meant to say -- yeah, it said interest on any unpaid assessment or charges, and it was a late charge of \$50 per day which seemed extensive so they changed that to \$5.

John Steinbrink:

Okay. Further comment or question? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

POLLOCOFF MOVED FOR APPROVAL OF THE THIRD AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF THE MEADOWLAND SUBDIVISION; SECONDED BY KECKLER; MOTION CARRIED 5-0.

E. Consider approval of Ordinance #19-27 to amend Section 234-8 as it relates to enforcement for the abatement of nuisances.

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request to amend Ordinance #19-27. And this has to do with enforcement and abatement of nuisances. With our new Code Enforcement Officer there has been an aggressive enforcement of nuisances on Village properties throughout the community, several of them. And there was some questions as to whether or not the Code Enforcement Officer had the right to do the inspections on the property, and that they had the right to access the property to take photographs, and that after presenting identification to proceed in the code enforcement process on the property or to serve a special inspection warrant on the property.

And right now the Chief of Police, the Fire Chief and the Building Inspector and the Health Officer and the Zoning Administrator all have that permission. But the Code Enforcement Officer is not specifically listed. And since we have a full-time Code Enforcement Officer we wanted to make sure that the rights were given to this position as well. And the changes as noted are stated in the staff comments. The staff recommends approval as presented.

Michael Serpe:

John?

John Steinbrink:

Mike?

Michael Serpe:

I agree with this, Jean. The only correction I would add to this is we're assuming that our Code Enforcement Officer is always going to be a male, and the ordinance says him and he where it should said he, him or her. I just want to be politically correct here.

Jean Werbie-Harris:

And I understand that. But there is a provision in the Zoning Ordinance and the Municipal Code that it doesn't refer to her anywhere in the Zoning Code or the Municipal Code. So I think it's intended that it could apply to either sex.

Michael Serpe:

And for what it's worth Greg is doing for us, very good job.

Nathan Thiel:

Just for clarity on that, too, just to follow up, in legal terms most of the time when we go and do recodifications and things of that nature that's one of the items that the legal team will come back and say we shouldn't take it as a sexist comment.

Kris Keckler:

Just for clarification and to help educate me a little bit and maybe anybody in the audience, so some of these violations obviously are visible from the road, that they can stay in their car and see them. But for some that they may need to exit the vehicle and do some further inspection, is it customary to knock on the door first to let them know they're there for that? Or is it to a point where if somebody has to go around back maybe by a fence or through some obstruction that only if somebody comes out and asks then is ID shown? I'm just wondering what the typical process is.

Jean Werbie-Harris:

So typically what happens is any of our enforcement officers will typically go up and knock on the door. And if there's nobody home or if a neighbor has given them permission to go in their backyard to look over a fence and things like that then we've done that as well. If the inspector is asked to leave the property then we immediately leave the property. But then what typically would happen is that an inspection warrant would be obtained.

Kris Keckler:

And how often does it get to that level where they're requested to leave and you have to get the warrant?

Jean Werbie-Harris:

It has happened a few times.

Kris Keckler:

That's a shame. Okay, thank you.

Dave Klimisch:

A follow up on that one, Jean. So currently if one of these staff knock on the door and no one is home, does the staff walk around the property or only if they have permission from the property owner or their designee?

Jean Werbie-Harris:

I'd have to speak with Greg to see what he's done. Typically what I used to do is I used to go to the neighbors on either side and then I would ask to go through their property to see. Because I never knew if there might be a dog or other type of things on the property that would prevent access. I never felt comfortable going to the backyard of somebody's property without knowing what was back there in advance. So oftentimes I would go to the neighbor on either side. I'd have to talk to Greg. But he's done multiple different things. He's gone to the front door. He's gone to a neighbor. He's come back to the side. But I mean if it's all fenced and gated and locked off obviously he can't get to the backyard and he can't see to the backyard.

Dave Klimisch:

So I don't know what the court background is on this. This new ordinance, the inspection would only occur with a warrant signed off by a third party?

Jean Werbie-Harris:

If he's denied access.

Kris Keckler:

Do they have the ability to use a drone by any chance for inspection?

Jean Werbie-Harris:

We have talked about that. We have not used one up to this point, but we have talked about that ability to use one.

Kris Keckler:

The fire department has one, correct? No?

Jean Werbie-Harris:

IT works has one.

Nathan Thiel:

I'm going to chime in. There are privacy laws, and so there are some cautionary tales. I don't want to go down a rabbit trail that --

Kris Keckler:

There's height limits and other stuff, too. In some situations it might be beneficial. [Inaudible] but something to help.

Mike Pollocoff:

One additional question. We have the Health Officer, is that still the old throwback to when we had a Health Officer?

Jean Werbie-Harris:

I think that's the Administrator, isn't it?

Mike Pollocoff:

If he wants the additional title he can have it.

Jean Werbie-Harris:

It is a throwback.

Mike Pollocoff:

Maybe we ought to just take the opportunity to eliminate it because --

Jean Werbie-Harris:

I mean there is a Health Officer, a technical Health Officer for the community is from Kenosha County. So we have not taken that out of our ordinance.

Mike Pollocoff:

They'd be operating under their own ordinance.

Jean Werbie-Harris:

They'd be operating under their own ordinance, but we have not removed it from our ordinance at this point.

Nathan Thiel:

Along those same lines we could easily add Health Officer to Greg's title and resolve it that way, too, as well. The fact is that this is just a clarifying factor. I think the majority of times Greg is permitted, I think it was mostly just an opportunity to raise a question. And so now we're resolving that and making it so that it's no longer a question.

Michael Serpe:

Move approval of Ordinance 19-27.

Kris Keckler:

Second.

John Steinbrink:

We have a motion and a second for adoption of Ordinance 19-27. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

SERPE MOVED FOR APPROVAL OF ORDINANCE #19-27 TO AMEND SECTION 234-8 AS IT RELATES TO ENFORCEMENT FOR THE ABATEMENT OF NUISANCES; SECONDED BY KECKLER; MOTION CARRIED 5-0.

8. CONSENT AGENDA

- 1) Minutes of Meeting - August 5, 2019**
- 2) Reappointments to various Boards/Commissions.**

Kris Keckler:

Move approval of the consent agenda.

Dave Klimisch:

Second.

John Steinbrink:

Motion and a second. Any discussion on those two items. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**KECKLER MOVED FOR APPROVAL ITEMS 1 AND 2 UNDER CONSENT AGENDA;
SECONDED BY KLIMISCH; MOTION CARRIED 5-0.**

9. VILLAGE BOARD COMMENTS

Mike Pollocoff:

I have one thing. I just want to say that we had the Pan American swimming meet open water course at RecPlex this weekend. Apparently it went off really well. The first one, and I know that RecPlex and the Village's Convention and Visitors Bureau did a lot of work to get that put together. And apparently the end result was everybody was happy and they want to look at coming back in two years. Hopefully they'll bring more people here. Some of the countries had some passport problems from South America. I don't know what that issue was. But, anyway, it's nice to know you can have an international competition out there that does well and they did a good job of it. I think the one complaint I heard was that the water was too cold. It was 80 degrees, and they're used to swimming in 90 degree water.

John Steinbrink:

Maybe you could just highlight a little farther exactly what the Pan American Games are.

Mike Pollocoff:

It's an open water swim similar to what they have in the triathlon. And prior to this it was held in the Bahamas. And that was a really nice place to go to swim I'm sure. But it was cost prohibitive for a lot of the U.S. and Canadian people and maybe even to some extent for the South American people. So we had participants from Argentina, Guatemala. Ecuador and Venezuela couldn't make it. There was another one, I think there was some Brazil people there.

--:

Honduras.

Mike Pollocoff:

Honduras, okay. Steve was our good will ambassador to the Argentinean contingent. So they come here, and this is an event that's held every two years. And they're not competing between countries. They are from countries but they're really working against the clock. And this enables them to go on to bigger and better meets. So Lake Andrea is a really clean lake. And typically it's at 80 degrees, that's pretty warm water, it's warmer in the 50 meter pool. So it's the opportunity to get out there and be in the lake. It showcases the Village. They had the opportunity -- we had two members from the USA Open Water teams to conduct clinics at RecPlex for the swimmers that wanted to come and were viewing it or in the competition. It was a nice event. I think to the extent that we can make it a little bit better and round out some of the rough edges, there weren't many but there were some, I think it will be a good event for us to have in the future.

John Steinbrink:

Other Village Board comments?

10. ADJOURNMENT

Michael Serpe:

Move to adjourn.

Dave Klimisch:

Second.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KLIMISCH;
MOTION CARRIED 5-0 AND THE MEETING WAS ADJOURNED AT 6:57 P.M.**



MINUTES VILLAGE BOARD

Village Hall Auditorium
9915 - 39th Avenue
Pleasant Prairie, WI

A special meeting of the Pleasant Prairie Village Board was held on August 26, 2019. Meeting called to order at 6:18 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Mike Pollocoff, Dave Klimisch and Mike Serpe. Also present were Nathan Thiel, Village Administrator, Tom Shircel, Assistant Village Administrator; Aaron Kramer, Deputy Planner/Zoning Administrator and Jan Petrovic, Executive Secretary. Five citizens attended the meeting.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC HEARING

A. Consider Brinker Restaurant's Application for a Class "B" Fermented Malt Beverage License and a "Class B" Intoxicating Liquor License for Chili's Grill & Bar located at 6903 75th Street.

Tom Shircel:

Thank you, Mr. President and Board members. Thank you. On August 7, 2019 Brinker Restaurant Corporation, a Virginia Corporation, by its President, Christopher Green, applied for a Class "B" Fermented Malt Beverage Retail License and a "Class B" Intoxicating Liquor Retail License for the existing restaurant known as Chili's Grill & Bar at 6903 75th Street. Brinker Restaurant Corporation is in the process of purchasing Chili's Grill & Bar from the current owner ERJ Dining III, LLC. The tentative closing date for this transaction is set for September 5th of this year.

Brinker's application requested that Jennifer Justen who is the current manager be appointed as the agent for Chili's Grill & Bar. According to the licensing specialist, the restaurant will remain with the same trade name, all employees will remain, and there will be no structural changes to the facility. Background checks on Brinker's corporate officers and proposed agent were conducted, and Chief Smetana approves Jennifer Justen as the agent for Chili's Grill & Bar. All their license requirements are satisfied.

If the Village Board approves Brinker's application, the following conditions must be satisfied before the retail liquor licenses are issued: (1) Submit current documentation showing ownership and/or lease for the premises located at 6903 75th Street, and that has been received. (2) Payment of prorated liquor license fees and publication costs. (3) Payment of any delinquent taxes, invoices, utilities, forfeitures if applicable, and there are none applicable, they're all paid

up. And, finally, (4) ERJ Dining III, LLC must surrender in person at Village Hall the license currently issued for the establishment.

The Village Clerk recommends approval of Brinker Restaurant's application for a Class "B" Fermented Malt Beverage Retail License and a "Class B" Intoxicating Liquor License naming Jennifer Justen as its agent for the restaurant known as Chili's Grill & Bar at 6903 75th Street. The effective date will be from the referenced conditions are met through June 30th of next year. If you have any questions I'll be happy to answer them.

John Steinbrink:

This being a public hearing I'm going to open it up to public comment or question. Any signups? Anyone wishing to speak? Anyone wishing to speak? Anyone wishing to speak? Hearing none I'll close the public hearing and open it up to Board comment or question. I have one, Tom. Will they still be honoring the gift cards which everybody gave away last year?

Tom Shircel:

I can't say for certain but I'm sure they will.

John Steinbrink:

Okay, I got your word on that. I've got a whole stack of these things that are going to be useless.

Michael Serpe:

What good is a bowl of chili without a cold beer?

John Steinbrink:

That's true.

Michael Serpe:

So I move approval.

Mike Pollocoff:

Second.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

SERPE MOVED FOR APPROVAL OF THE BRINKER RESTAURANT'S LIQUOR LICENSES AS PRESENTED ON THE RECORD AND IN WRITTEN FORM SUBJECT TO SUBMISSION OF DOCUMENTATION OF OWNERSHIP, PAYMENT OF LICENSES FEES AND PUBLICATION, ANY OUTSTANDING MUNICIPAL CHARGES AND THE SURRENDER OF THE CURRENT LIQUOR LICENSE FOR CHILI'S GRILL & BAR LOCATED AT 6903 75TH STREET; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.

5. CITIZEN COMMENTS

John Steinbrink:

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

6. NEW BUSINESS

Receive plan commission recommendation and consider approval of Ordinance #19-28 and Ordinance #19-29 for a Zoning Map and Text Amendment as it relates to Nexus Pharmaceuticals Development of the property located at 10300 128th avenue.

Aaron Kramer:

So consideration of the Zoning Map and Text Amendments for the request of Michael Timko, agent on behalf of Nexus Pharmaceuticals for the development of the property located at 10300 128th Avenue to rezone the field delineated wetlands along the west property line that the Army Corps of Engineers has taken jurisdiction into the C-1, Lowland Resource Conservancy District, and to rezone the entire property into a PUD or Planned Unit Development Overlay District. In addition, to create the specific PUD requirements for the property.

On August 12, 2019, the Plan Commission conditionally approved Preliminary Site and Operational Plans to begin mass grading, underground utilities and footing and foundation for the proposed three story manufacturing facility approximately 84,000 square feet. It was discussed during the Plan Commission meeting on August 12, 2019 that there were small wetlands along the south and west property lines that are currently zoned C-1, Lowland Resource Conservancy District. In addition, there is a drainageway along the west property line that was determined by the Wisconsin DNR to be artificial wetlands and not regulated by the State.

However, on August 5, 2019, the Village was informed that the Army Corps of Engineers is taking jurisdiction on the wetlands. All the wetlands on the property are proposed to remain unchanged; therefore, the wetlands within the drainageway are proposed to be rezoned into the C-1 District. As a result of the wetland determination by the Army Corps of Engineers, a Planned Unit Development Overlay District is proposed to allow for the driveway on 104th Street to be located a minimum of five feet from the wetlands on the southwest corner of this property so that the driveway aligns with the driveway on the south side of 104th Street.

The PUD also would allow for the future parking lot expansion to be located at least minimum of 15 feet or greater from the wetlands on the south side of the property. These wetlands are shown and highlighted in green here. And the proposed future parking lot is noted that it would be no less than 15 feet, 16 on the current plans. At this time the Village staff recommends approval of the Zoning Map and Text Amendments as presented. If you have any questions there are representatives from Nexus here as well as from Pinnacle Engineering.

John Steinbrink:

That makes a lot more sense the second time I hear it.

Michael Serpe:

Move to concur with Plan Commission's recommendation.

Dave Klimisch:

Second.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries. Congratulations.

SERPE MOVED FOR APPROVAL OF ORDINANCE #19-28 AND ORDINANCE #19-29 FOR A ZONING MAP AND TEXT AMENDMENT AS IT RELATES TO NEXUS PHARMACEUTICALS DEVELOPMENT OF THE PROPERTY LOCATED AT 10300 128TH AVENUE; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

8. VILLAGE BOARD COMMENTS

9. ADJOURNMENT

Dave Klimisch:

Move to adjourn.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

KLIMISCH MOVED TO ADJOURN THE MEETING; SECONDED BY KECKLER; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:34 P.M.