

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
July 21, 2014
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – July 7, 2014
5. Tabled Public Hearing
 - A. Consider authorizing public sanitary sewer extension improvements in the right-of way of Springbrook Road/CTH ML approximately 250 feet to the east of STH 31 and Final Resolution #14-19 authorizing construction of public improvements and levying special assessments for said project.
6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
7. Administrator's Report
8. New Business
 - A. Consider Resolution #14-21 authorizing the issuance and sale of \$20,940,000 General Obligation Promissory Notes, Series 2014B.
 - B. Consider award of contracts for the construction of Fire Station No. 1.
 - C. Consider Resolution #14-23 rejecting certain bids for the construction of Fire Station No. 1 and the bids received for the Village Hall Renovation Project.
 - D. Consider Professional Services Agreement with Gestra Engineering for materials testing for Fire Station #1.
 - E. Consider Professional Engineering Services Agreement with Clark Dietz for the final design of additional parking off of Terwall Terrace in Prairie Springs Park.

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- F. Consider Approval of a Contract with Kenosha Grounds Care to complete the final landscaping in Creekside Crossing Addition 1.
 - G. Consider Professional Engineering Services Agreement with Nielsen Madsen & Barber for binder paving in the Village Green Heights Subdivision Phases 4-D, 4-E and 4-F.
 - H. Consider Resolution #14-22 for a Floodplain Boundary Adjustment on the Wisconsin Electric Power Company property located at 8000 95th Street for the proposed ladder track project.
 - I. Consider a Development Agreement between Riverview Group, LLC and the Village of Pleasant Prairie pertaining to the development of the Riverview Corporate Park generally located south of 110th Street, east of 116th Street and north of 122nd Street.
 - J. Consider Resolution #14-20 authorizing the disposal of two surplus vehicles.
 - K. Consider reappointments to the Community Development Authority.
 - L. Consider the request of VIDHYA Corp. VIII, Inc. to implement a payment plan for delinquent invoices so the liquor and cigarette licenses for the premises known as BP AM/PM located at 10477 120th Avenue can be issued.
9. Village Board Comments
10. Adjournment

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
July 7, 2014
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, July 7, 2014. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director and Jane M. Romanowski, Village Clerk. Six citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - JUNE 2 AND JUNE 16, 2014**

Clyde Allen:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Clyde, second by Steve. Any additions or corrections to the minutes

ALLEN MOVED TO APPROVE THE MINUTES OF THE JUNE 2 AND JUNE 16, 2014 VILLAGE BOARD MEETINGS AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

- 5. PUBLIC HEARING**
 - A. Consider authorizing public sanitary sewer extension improvements in the right-of way of Springbrook Road/CTH ML approximately 250 feet to the east of STH 31and Final Resolution #14-19 authorizing construction of public improvements and levying special assessments for said project.**

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Mike Pollocoff:

Mr. President, I'll begin initially by stating this project comes to us by reason of petition of one of the affected property owners. We've adopted a resolution calling for the hearing tonight and notified the property owners of the project, the project scope, the estimated project cost. The final resolution on this item as with other special assessment resolutions will be finalized if the project proceeds at such point as we have actual finished costs once the project is done because that, in fact, what would be assessment levied on the properties in final.

Tonight we're going to ask Mike Spence to describe the physical aspect of the project for the extension of sanitary sewer on Springbrook Road, how that relates to the ultimate master plan of how sanitary sewer would be extended on that road and then I'll describe some of the alternatives that exist to the special assessment. After that I'd like to request that the Board open up the public hearing to the affected property owners so that they can speak their mind or ask questions that they may have. So with that, Mr. Spence?

Mike Spence:

Mr. President and members of the Board, what I'm going to do is I'm going to go through the process that we went through in determining the assessment for this project. As Mr. Pollocoff said, we did get a request for a sewer extension for the property at the southwest corner of Springbrook Road and State Highway 31. So after we got that request and we got the authorization to prepare documents we looked at what would be required to serve this property to the southwest.

Currently there's an existing sewer on the east side of Green Bay Road, State Highway 31, where wastewater flow travels to the north and then to the west. There's a manhole at this northeast corner here. So in order to serve this property we looked at tying into this existing manhole and running a new sewer to the east just past where an extension would be of this parcel here to the east of their driveway. That's approximately 270 feet.

In doing an assessment project what we look at is, because we only can assess a property one time, so we looked at the property to the southwest. The line in blue here shows what we call front footage that's affected by the project. And the parcel to the northeast is this parcel, and this is the front footage that we would look for assessment as well. Now, even though the property does go further to the north we stopped the assessment here because of setbacks and so forth. This would not be assessable. So that was the starting point.

Then what we did is we looked -- what we do then is we have an overall plan to serve for sewer service in the Village. What's indicated here as area 3 is an area that would ultimately discharge to that same sewer. So it's because of the grades and so forth. So with that knowledge in mind we determined that a 10 inch sewer ultimately would be the right size sewer to serve that area. So we proceeded to cost out a 10 inch sewer, what a 10 inch sewer would cost would be here to install. And then because that has excess capacity, again, for the other area that I just mentioned, we reduced that price to an 8 inch sewer which is the smallest sewer that we would install.

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So with that done then we looked at the total cost for an 8 inch sewer which is \$49,050. And we developed -- based on the linear foot of sewer we developed a rate to assess, again, the front footage. And so we divided the cost by the 230 feet, and then we divided it by two since there's two sides. So that assessment rate came out to be \$106.63 per linear foot. It should be noted that because this is a small segment you don't realize economies of scale because there's only two parcels that are sharing in this cost. So that's one of the reasons why the rate is higher.

So once we came up with that assessment rate of \$106.63 per foot, then we took the assessable front footage for each parcel, Mr. Rabin, Jerry and Anne Rabin is the southeast parcel so they have 153 feet. That multiplied by that rate gives you the \$16,000. Then we estimate the sanitary lateral cost at \$3,000 and a sewer connection charge of \$1,600. So that total assessment for that parcel would be \$20,992.23.

By the same token the northeast parcel has this much front footage. If you recall because it was a bigger parcel there's more footage, again, because we can only assess once. And the most likely way to serve up here this sewer would ultimately be extended here so there would be footage there. So that's why that footage is higher. Okay, so we took that footage, multiplied by the rate per foot, added the sanitary lateral cost, sewer connection charge, and you can see you come up with a charge of \$40,038.48.

Now, we looked at different options, and I'll go through this briefly, but I'll let Mike Pollocoff talk about it as well. We looked at if the Hammerbeck property was subdivided we wouldn't be assessing that eastern parcel. If the property was subdivided the only part that would get assessed would be this amount. And the subdivided property would not have an assessment on it. And the Hammerbecks would have to go through the process of subdividing the property, doing a CSM, getting a surveyor and doing those steps. But if you go back to that second assessment schedule you can see if reduced the assessment from \$40,000 down to \$24,000.

Now, there's one other option that I don't have a slide up here for, but we looked at the possibility of constructing this with Village public works forces, and we would be able to save some money by utilizing Village forces. And in that case this number goes down to \$19,013.72. This number goes down to \$21,795.58. So that's a quick analysis of how we did the assessment process. And I just should say that this process is really very similar to what we've done in other assessments. We generally do it, we believe it's most equitable to do it on a front footage method. So that's basically how we came up with the numbers.

Mike Pollocoff:

One thing you might notice, and it was on the map that Mike showed originally where it showed Springbrook and where the existing sanitary sewer was. It shows the sanitary sewer coming up from the south to Springbrook Road and then it goes west to the lift station that's over there by the cemetery. That main is I believe approximately 20 feet deep. It shallows up as it goes south. When we constructed that main, and that was funded by Tax Increment District #2 because it affects the capacity of the Corporate Park, we looked at providing sanitary sewer service to the only existing home, well, the only existing home by sewer service was the Rabin property.

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When we were installing that main we had terrible ground soil conditions and ground water conditions. So we looked at seriously putting a riser which is a pipe that comes from the main and gets it up to a higher level, put a Y on the end of that so they could bring a lateral in. But we didn't feel the soils there were going to be stable enough to support that riser coming off the main. And when the riser comes off the main two things happen. Either it breaks off or it goes down into the main. And it would have been -- we could have done it, if you throw enough money into anything you can make something happen, but we would have had to basically take out all the soils out of that trench, stabilize it with stones and fabric. And that would just basically be for the one lateral plus Rabin's expenses probably to get into that assuming that we were willing to build it would have been high. For the Village to use it we'd go out of our way to make sure we're accepting or placing a lateral in a compromised position because the sewer rate payers will be paying for that ongoing maintenance and monitoring of those laterals.

At the same time the Village had prepared the master plan for sanitary sewer service in the area which you can visualize if you were standing down at the corner of Springbrook and Green Bay Road you're basically looking up hill. It goes all the way up hill to the subcontinental divide about 5500 block or something like that. And it gravities perfectly right down to Springbrook and down Springbrook to 31, and then at 31 it goes over to the lift stations. So we knew what the area was going to be serviced for because we wanted to make sure we sized that line going underneath Green Bay correctly. And we wanted to know what's going to be serviced in that whole area.

The Village doesn't have a quota for putting sanitary sewers in. We don't have to get so many feet per year in. It's really by either demand or by order from the County Sanitarian. My experience is, and I think the Board can relate to this, if the County Sanitarian is going it typically it's some neighbors that are getting in a fight about something. They don't like their dogs, they've got an RV in the driveway, you name it, it could be anything. And then they start turning each other's septic system in for failures. And once that happens then the County Sanitarian goes through and he checks everybody. And there isn't a system in Pleasant Prairie outside of Carol Beach Unit W that's going to perk for a septic system. So then people are faced with an order. And it's usually at that point when they ask us to intervene and install a sanitary sewer.

So at some point -- but we're always building on, adding onto our system, we have to know what the areas that haven't been developed yet what's going to be coming from those areas so we can plan appropriately so that whatever we put in is going to be sized correctly. So we knew this is going in. We've known it for quite a while. But it's not our responsibility to take the steps to put it in. It's our responsibility to listen to the petitions of citizens or from the health orders from Kenosha County.

One of the options is there's a few ways -- I mean there's no doubt that this is an extremely high assessment either way, even under what we've identified as our lowest cost alternative which is having Village crews install the sanitary sewer. If we contract this out we're going to pay prevailing wage for contractors to do that work which is high. And Village employees are not -- State law prohibits us from our employees from being paid prevailing wage, they have to get less. So John, Jr. estimated 18 percent might be the cut. We won't pay sales tax on any of the materials that we pick up. So there's some savings in that.

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The only option I could think of was to spare the Hammerbecks an assessment since they've got such a large lot and if they were unwilling to divide it would be to put in another main that would service the Rabin property, tie it into the manhole which is over by Hammerbecks. We'd kind of be running cross-country across the road, and then put it in a drop manhole so that it wouldn't have to be that deep. The problem is that main is still going to be in that \$93 or \$90 a foot range. We could charge Rabin for it but we wouldn't be charging Hammerbeck for it. But when the eventual Springbrook sanitary sewer goes in then the rate payers pay for that frontage in front of Rabin's because they would have already paid for this one main to just serve them rather than the ultimate plan which is one main that would serve everybody.

So there are ways to do this, but once you get away from the basic concept of one main going down Springbrook all you're doing is you're adding on capital investment which lessens somebody's cost, but at the end of the day the other neighbor or the rate payers would have to be willing to subsidize it to write off. In this case the Rabin main would be a stranded asset that we'd have to let go. The staff recommended dividing a lot so that we could -- it's not a loophole, it's the law you can only assess one lot for the service. And if the lot isn't getting services then it doesn't get assessed. There's more work with that because you have to survey it and get a CSM approved and go through that process. But that's one alternative.

The other thing the Village can do to mitigate this somewhat is if we start the project a little bit later such that we wouldn't send out the final notice for assessments until after October 1st that would mean we wouldn't send out a notice of assessment until October of 2015 which would make the first payment due and payable January of 2016. That gives people some opportunity to get ready for it. When the project goes in under the plumbing code for the State both Rabin's and Hammerbeck and Tinga's would be required to within one year abandon their line, abandon either the hold tank or the mound system because that's what we're dealing with here, a holding tank and a mound system.

The other option the Village has is right now we have the assessment over a ten year period, that the Board has granted 20 year payments amounts for special assessments. The interest rate there's been some statutory changes on the law for that. I think we're looking at depending on if the Board pulls the trigger or when that happens we'd probably be in the 4 percent to 5 percent range. That would be the interest rate that would be on the unpaid balance. And really it's going to be based on the utility's cost of securing money at the time. Right now it's pretty good, but as we get farther out we get less certainty about what we're going to do.

It's been a while since the County Sanitarian contacted us about issues and those issues were at Springbrook and 116th Street area. And they were able to be mitigated rather quickly without having the Sanitarian impose orders. And unless we know there's a public health problem, if we know there's sanitary sewer discharging to a waterway, one, we don't have legal authority to go out and look and we don't go out of our way to look. But if somebody notifies us of it then we're going to notify the County Sanitarian that that issue exists.

So as Mike indicated it's a difficult assessment because it's a smaller project. I don't know if we were to say the whole Springbrook got installed that's not going to cut it in half. You're still

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going to have -- the construction on these projects is energy dependent, labor dependant. If at some point the whole Springbrook Road goes that would be a project we would contract out, we wouldn't do ourselves. Materials have gone up. In all my years here I've never seen the cost of sewer go down or even stay flat. That's just the way it is. But given that for both people it's a difficult high assessment. In fact, with Rabin there really is nothing we can do to mitigate that one. They have a significant amount of frontage for a smaller lot and that's where they're at.

With that, Mr. President, I'd recommend we open the public hearing and allow the parties to speak or ask questions.

John Steinbrink:

Thank you, Mike. With that I will open the public hearing for comment or question from the public. Jane, did we have a signup sheet?

Jane Romanowski:

Yes, we did. Pauline Hammerbeck.

John Steinbrink:

I believe Mr. Hammerbeck has some handouts here.

Pauline Hammerbeck:

Hi, Pauline Hammerbeck, 6724 Springbrook Road. So our family received notice for this public hearing saying that the sewer project comes at the request of a property owner, our neighbors the Rabin's, and that it will also address a failing mound system, ours supposedly. But we're here to let the Board know that we don't have a failing mound system, and we have no need of municipal sewer at this time. This project is actually redundancy for our household. Our own mound system is code compliant and it simply needs maintenance which we've been deferring for months now, since March actually, to wait until all the legal and financial implications of this proposed project came through.

And during this period my husband has sat and talked with a number of Village officials including Mr. Pollocoff to explain our position. And the delay on getting the much needed maintenance on our mound system as we've waited for the costs to come through has also come at an expense and inconvenience to our family as we've gone to pretty extreme lengths to conserve water and prevent any backups. We're bringing in a service to pump our tanks regularly, we're hauling laundry loads to the laundromat. We're collecting dish water so it doesn't go down the drain. Our three and five year old boys are only allowed low water soldier showers, and I'll spare you the details.

But we were pretty shocked when we saw the proposed \$38,000 special assessment come through which is what our family would be assessed just to build the Village sewer. That's a pretty high expectation particularly if you consider that this project really only stands to benefit a single

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property owner because we have no need of it. And you need to understand we're not only on the hook for the \$38,000, there's also the \$1,600 connection fee, \$4,000 for our family to engage a plumber to build a line to actually connect to the sewer, \$1,000 for us to abandon our currently code compliant mound system. That's a jaw dropping total. That's \$45,000.

And as mentioned someone in the Village suggested we divide our property to help reduce the frontage that we be assessed for, but that still leaves us with a \$22,000 special assessment to build a sewer for the Village. Then we'd need to complete a \$1,200 property survey to divide the property. We'd have to pay a \$320 fee to do so officially with the Village. And then we're still on the hook for the \$1,600 connect fee, the same \$4,000 for the plumber, the same \$1,000 to properly abandon our currently code compliant mound system, one that actually could work for us for another 30 years if we were able to do the proper maintenance. And that still leaves us with a \$31,000 price tag, and that's our best case scenario here. It's hard to swallow as you might imagine.

So I can't imagine anyone thinking that burdening a family with a \$31,000 to \$45,000 financial outlay isn't anything but excessive. And to do so just for the benefit of a single property owner there are no health risks at stake. There's not a greater benefit to the community. There's no greater good to get on board with here. We ask that -- we know that the Village has the authority to levy these kinds of assessments and we understand that, but we just wonder whether you can agree with the moral authority to assess this assessment at this time. A \$31,000 to \$45,000 burden on a single family living in a \$224,000 home by the way.

I've been really hopeful coming here today. I can't imagine that any one of you wouldn't agree after hearing all this that this isn't the time, this isn't the scenario in which to impose this type of assessment. We ask that you save this project for when there's a greater benefit to the community and not just a single property owner. Obviously we would like to offer solutions. Some have been mentioned here tonight. Our preference would be for our neighbors to connect to the Green Bay Road lateral which was mentioned earlier. We'd love for the Board to revisit that scenario. Because at the end of the day moving forward with this proposal it's just simply too great a financial burden to put on our family, the Hammerbecks. Thank you.

John Steinbrink:

Thank you.

Jane Romanowski:

Justin Hammerbeck.

Justin Hammerbeck:

I can't say it better than my wife did, I really can't. I think that pretty much lays out most of our position on this. This is a heck of a lot of money for us to pick up. We don't need this. When you look at the map what you see over there in the right hand corner on our property is a code compliant mound system. It needs maintenance. We've been waiting to do that maintenance

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since about March when we heard that we might be forced to hook up to a sewer main that we're not asking for and that we don't want by the way.

As Pauline said it's to benefit one owner. And while we really do like our neighbors the Rabin's, and we care for them a great deal, they've got a situation on their lot that is not really our problem and we don't want it to be our problem. Like Pauline said there's not a health issue here. There's no sewage leaking anywhere. There's nothing like that. And while I sympathize for them I also - I'm glad you brought the map because I didn't bring an easel, but I also would rather see us try to hook into the western line. I know Mike talked about that, mentioned that that's not viable for a number of reasons. But we put a man on the moon at considerable expense, and I think that we could probably figure out a way to go in and do that.

We went in back in March, like Pauline said, there were workers out there, Rick Torino's crew was there digging around down there. He had said, I don't remember to whom, that he had left the lateral down there. He left a board there. The board was lost, moved, what have you. But evidently when we went back to look for the lateral it wasn't there. I would like to see us hook there so our neighbors can actually have the ability to have sewer.

But if we can't do that I'm not necessarily willing to pick up -- as Pauline said you can probably make us shell out \$30,000 to \$45,000. My problem is fixed on Sunday by having Billingsly Engineering at our yard to do the maintenance on our mound system, and it cost me \$10,000, and I've already put a \$3,000 deposit on that. So we're here to say that we think that the motivation for this right now, as Mike said, maybe there are economies of scale when the community needs it down the road, maybe there are, I don't know, but I know that we don't need for being ask to lay out a heck of a lot of money for this. There's no health risk. The compelling reason is to save expense on the lot to mitigate a situation there.

But we wanted to state our case. I think Pauline stated it perfectly well that we're not a part of this. We don't have a failing mound system. We've got a system that just needs to be completed and done and would have been done four months ago if it hadn't been for waiting for these costs and whatnot. That's essentially all that I have to say. We're hoping that you table this project or just flat kill it or find some other alternative. And we do as a family appreciate the opportunity to come here and state our case.

Some of the exhibits you've got the costs, and these are going to be the minimum cost to us. As you all know as projects go up rarely do costs go down. Oftentimes they go up. In fact we saw on one assessment that costs have already gone up from what we were given. I guess that was a part of the \$1,600 connection fee. You've got an invoice here from our guy that we contacted in March that said, hey, I can take care of your problem in less than a week for \$10,450. And we already paid the guy \$3,000. We were in the process of completing it when a sewer guy walked up to our house and say, hey, we can connect you for a lot less money. Well, it turned out that that was not the case.

Other exhibits back here just money that we've already paid to Pat's pumping, \$1,000 here over the last few months just waiting for this to come to fruition. We want to fix our problem, and we

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want to do it in the most effective way for our family possible. And that's what we came here to ask consideration for today. Thanks.

Jane Romanowski:

Jerry Rabin.

Jerry Rabin:

Mr. President and Board member, Jerry Rabin, 6717 Springbrook Road. I've been at that address for 70 years starting out as a dairy farmer and have been there ever since. Twenty years ago when they widened Green Bay Road the State told us we had to abandon our house because it was too close to Green Bay Road. So we built another house further back from Green Bay Road. It just so happens that the Village was bringing a water line past the house so we hooked up to the water line at that time. And they said that the sewer line is coming. So we hooked up into a holding tank to temporarily hold us back until the Village would bring the sewer line down and we would hook up to it. It took 20 years and the Village brought the sewer line to the property last year. So we went to the Village and we asked to hook up to that sewer line.

In the meantime, for the last 20 years, we have paid Pat's Sanitary \$60,000 to service our holding tank, \$3,000 a year to empty the holding tank with a total of \$60,000. Now supposedly we can hook up to the Village sewer line. We already over the last 20 years paid \$60,000. It's going to cost us another \$20,000 for the assessment, for the lateral to fill up and remove our holding tank. So we're into approximately \$80,000 for the last 20 years. It's an inconvenience for four adults living in the house to use very little water. We spend a lot of time at the RecPlex bathing because we try to conserve water going into our holding tank.

We're looking forward to hooking up to this sewer line that is now there as of last year. And we want the Village to do it in a manner that is best for the Village for the future. And Mr. Pollocoff said that they want to extend it further east to service residential homes in the future and this is the best way to go. I mentioned to the Village Administrator do what is best for the Village. Run the sewer line what is best for the Village. Thank you for your time.

John Steinbrink:

Thank you.

Jane Romanowski:

There are no more signups, Mr. President.

John Steinbrink:

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

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Michael Serpe:

The flow on Green Bay Road goes from north to south?

Mike Pollocoff:

From south to north.

Michael Serpe:

South to north. And there's no possible way for the Rabin's to hook up to that line from the back of their home?

Mike Pollocoff:

Well, in fact we took a look today, took another look at it because my thought was if there's a manhole on the south end of their property maybe we could put in a drop to get it down to that main. I guess I disagree with Mr. Hammerbeck's evaluation of the lateral on the line. We've televised it. There isn't a lateral there. We went through incredible expense to put that main in given the ground water table and the soil conditions. And it kind of is an outcrop of that kind of slew that runs underneath Green Bay Road that runs kind of behind Rabin's property. That's where the soils were that bad.

If, in fact, we could have put a lateral in for Mr. Rabin back when that sanitary sewer was put in from the design plans that was there. But once we actually started digging it and doing it we were in a quagmire. It was a mess. So that's an option. It's still an option, but at that point the Village has got to re-excavate the main, do something to stabilize the trench over the main and get it out. It's still going to be an expensive project. But as I said before there's a lot of solutions, but those solutions are all tied with money. How much is it going to cost, I don't have that number. So if that was the case the Rabin's would have to pay their frontage assessment just like they see it today. Because when the sewer does go in we can't come back and charge you later on for the sewer you have. You pay for it when you get the service. As I said the other option is running across the street and tying into the manhole where the soils aren't as bad on that section of street. But then that's running another main across Springbrook.

Michael Serpe:

So it would be possible then to come to the back of Rabin's house and make a connection, possible.

Mike Pollocoff:

Possible, very expensive. Very difficult construction.

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Michael Serpe:

How much more are we talking about?

Mike Pollocoff:

Well, we're probably at 20 feet, and 20 feet of digging in wet, runny sand and organic matter I think when we were putting that line in we were doing good to get 20 feet a day putting that in. And it's not just the cost of putting it in. The Village owns that lateral and that riser and the Y forever. So when that thing -- it won't be Mr. Rabin's to fix if it shifts or moves or settles, it's going to be the Village's. So we would have to evaluate what that would cost to put that in on that main and get it, you know.

Michael Serpe:

I have a question of Mr. Hammerbeck, if you would. You put a down payment of \$3,000 to repair your mound system.

Justin Hammerbeck:

We did, yes.

Michael Serpe:

Have they started that work yet?

Justin Hammerbeck:

No. Because pending this obviously if you put this project through I don't want to have a brand new mound on my property.

Michael Serpe:

That's what I'm getting to. So if we were to come to some type of solution here you could get your \$3,000 back?

Justin Hammerbeck:

Well, a thousand of it went to permits and things like that, okay? But a couple thousand of it I can have applied to take a line, I'm full disclosure here, up the side of my driveway to the pipe that comes out the east side of my house. And I'm going to have that engineer do the work because he's dynamite. So whether he's taking that \$2,000 that's not permit that's already spent to the Village or the County and applying it to the mound or to this I don't -- you know.

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Michael Serpe:

Here's what I'm getting to. If you were prepared to spend \$10,000 on repairing your mound system --

Justin Hammerbeck:

Sure.

Michael Serpe:

Believe me this is not easy for us to work on. Another I think \$11,000 would be his plus over the course -- you add another \$11,000 over the course of 20 years you would have a permanent system that you wouldn't have to worry about again. It's just something to think about here.

Justin Hammerbeck:

Sure. And as I said in the beginning our purpose here isn't to prevent the Rabin's from fixing their situation, not at all. Our purpose here is to not pay something that we don't need to pay. If you take a look at this sheet, and I'm sure you looked at it already, it's got the assessment from Mike Spence if we divide our property or we don't, okay? And the bottom line there it's either \$30,000 if I'll actually subdivide my property so it's essentially unsaleable to anybody that wants to build a bigger place on it down the road I think, I'm not sure about that.

But if I'll subdivide it then my all in cost here with connect fees and all that stuff is \$30,000. By all means, and I don't think my wife would disagree, if there's some way to get the cost of this project down then we're not having this conversation anymore, it's different numbers and things like that where we're paying less. And, yes, to your point would I rather pay it over 20 years? Sure I would. I would probably be inclined being a family that doesn't like to be in debt we'd find some way to pay it off as fast as we could if that answers your question. I'm not sure.

Michael Serpe:

It does, it does. Prior to this we were at a 9 percent rate over 10 years or 20 years, whatever. Now it's down to Mike said 4 or 5.

Mike Pollocoff:

It's the cost of money. It just depends on what --

Michael Serpe:

I just don't want to see you spend \$10,000 on a mound system that they say is going to be good for a number of years --

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Justin Hammerbeck:

Thirty.

Michael Serpe:

-- and let's say seven or eight years from now it comes back and it's going to cost you another \$10,000 to fix it again. And with that money we could have been done with the sewer system forever.

Justin Hammerbeck:

I see your point, but the last system lasted for 30 years, or 25 to 30 years. We've got good soil samples from the County that say that the soil is excellent. Once this thing is rebuilt it's going for 25 or 30 years. Now take that for what it's worth. Anything can fail at any given time, but that's what I'm looking at. Do I want to spend \$10,000 for 25 to 30 years' worth of utility, or do I want to spend \$30,000 to \$45,000?

John Steinbrink:

Mr. Hammerbeck, let me ask Mike a question. If he puts that in doesn't he have to sign an agreement that says if a sewer comes by he has to abandon and hook it up whether it's one year old or 30 years old.

Justin Hammerbeck:

Yes, I do, that's why --

John Steinbrink:

So if you spend this money and then for some reason sewer in five years goes by.

Justin Hammerbeck:

Yes, Mr. Steinbrink.

John Steinbrink:

We've seen that happen. That's why --

Justin Hammerbeck:

Sure, I'm fully cognizant of that. But as of now, and I called the Village before we even started work on the mound, there are no plans now whatsoever to run sewer up Springbrook Road. And if you go from house to house and you ask the people if they'd rather have the sewer or the mound most of them are going to tell you, because I've talked to several of them that they're only

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going to want the mound. They're not even going to want the sewer. There's a buildable lot, there's a nice lot that's directly east of us which my neighbors have, and at some point hopefully that will be developed and built on. And at that point you're going to have to put this sewer in. I don't know when that's going to be. Only God knows when that's going to be. Who knows if we go into another crash or if we go into a real estate boom. If I have to take a risk of spending \$10,000 to not have Pauline doing what she's been doing in the house and gambling as to when we're going to put in the sewer, if it takes another 20 years that's a good gamble to me. If it takes five I'm out \$2,000 a year for the next five years.

I think what's missed here is I just can't believe that the project costs this much. I'm familiar with backhoes. I grew up on a farm. I've dug trenches, I've dug ditches with shovels. I'm familiar with what pipe costs in general. We're only talking about a pipe that runs from the manhole where those green lines intersect on the northeast corner of Springbrook and Green Bay up to just east of my driveway. We're talking about \$60,000 worth of costs. I'm not familiar with public works projects obviously. There's got to be some way that the Rabin's can pay less and I can pay less to put that in, or we defer it until such time as others further up the road can split that cost with us.

Michael Serpe:

I have to ask a question here. Public works has done projects in the past where they came in less than what was anticipated. And if they come in less we charge less as well.

Justin Hammerbeck:

Of course, yes.

Michael Serpe:

And, John, I'm not going to put you on the spot, but is there a chance that this project could come in less than what we're looking at?

Mike Pollocoff:

I think realistically -- I mean John gave us a number of 18 percent is what he thought it would be. Remember this is our time to be straight with the property owners on this assessment. If not, if it comes in higher then we have the whole hearing all over again. So the way the process is set up is that the numbers we give you are conservative in the sense they're high, and then whatever the actual cost is is what we come down. We've had a couple of these in my years here and they're ugly because everybody remembers what they got assessed and that's all they're willing to pay. But if the project costs more we have to go back to the people for more.

We've done well as Mike as indicated, but this main is 20 feet deep. You're digging a really deep main where you're connecting, and you're coming back and it's not like coming up a real quick slope, it's gradual because it's going all the way to the subcontinental divide. That's one of the things that's making it expensive. And plus it's not a lot of unit cost spread around. It is just

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some people. But I can tell you that we planned for that sewer to come in there. I mean to not have planned for it when we designed the other sewer that's going to connect into it would have been irresponsible.

The fact that we planned for it, though, doesn't mean that we have a set date when we're going to do it. Anybody that asks me if there's a sanitary sewer running in Springbrook I'm telling them yes. I don't when it's going to be. And I know that everybody along the way, and all the years I've had sewer hearings I've never met anybody that really wanted to pay their assessment or didn't want to keep their mound system or didn't want to keep their septic system or didn't want to keep their holding tank because sewer has always been expensive. Even back when it was \$25 a foot it was expensive for the people back then. That's what it is. That's what it is. It is that expensive because of the short length and the dept that we're going to have to dig it at.

Michael Serpe:

If they did split that property off we would then stop at that property line? If they split their property would we stop at the property line where the split would take place?

Mike Pollocoff:

Right.

Michael Serpe:

So that would save them a considerable amount of money.

Mike Pollocoff:

That's what this reflects here, right. Mr. Spence?

Mike Spence:

In talking about the cost because of what Mike Pollocoff just said we're very conservative in our estimating because we don't want to go back. And I can tell you we do have a 10 percent contingency in the number. So if the costs are cost to what we estimated that would be a 10 percent reduction there but we can't predict that if we run into something. So when I do the estimate I try to make it as conservative as possible.

Michael Serpe:

Is there a better time of the year to do this project because of the depth?

Mike Pollocoff:

This is the best time.

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Michael Serpe:

Right now.

Mike Pollocoff:

Well, right now through before we get into late fall.

Justin Hammerbeck:

I have to go off these figures, the ones that came in the mail.

Mike Pollocoff:

Right, that's what we want you to go off. You have to recognize those could be possible.

Justin Hammerbeck:

Pauline and I are making our arguments. It's just that when you look at those numbers in red, one is \$45,000, one is \$30,600, but our very minor situation is fixed for \$7,000 more out of our pockets. We'll leave it in your hands hoping that our neighbors are able to find some way to mitigate their situation but also not wanting to pay an extreme amount of money here after tax dollars applied to a project we don't want or need. We like the sewer system. It's green, it's clean, it's efficient, it's cheap. We like being on a well. We're not hooked up to city water. We like the way that our lot is, and it's the way that it was when we bought it. So we're not looking for this. We wanted to make that known. And we wanted to make it known also that this is not money that we part with lightly.

John Steinbrink:

One thing I would say is do you have your well tested often?

Justin Hammerbeck:

We do.

John Steinbrink:

So that's a good thing because the aquifers in that area are not the best.

Justin Hammerbeck:

I have a three and a five year old that drink out of the faucet.

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John Steinbrink:

That's a good thing then.

Justin Hammerbeck:

And no problems so far. And we do test the water, and we had it tested when we bought the place and it was good. But I appreciate that.

Mike Pollocoff:

One thing that I could recommend to the Board is I can't give you a number because we haven't worked it up to be what it would cost to connect Rabin's into the existing sanitary sewer. It would leave their assessment the same as it was. It would probably make their -- they place their holding tanks and even laterals on reliance on what we had indicated where the sewer was going to go. Now it won't be there at that point. So I could indicate what it would cost to stabilize the trench at that sewer, come up with a viable riser and lateral location to get that done. Some of that cost could be passed onto the Rabin's. The rate payers would be paying for the rest of it to lower the assessment rate and relieve Mr. Hammerbeck from having the sewer on his property. So it would be a fairly large project to get the one lateral in but I can't tell you how large that is. I don't have that number. So if you'd want to table it, table the action until you got those numbers I could prepare that.

John Steinbrink:

Was there a manhole to the south then?

Mike Pollocoff:

The manhole to the south is on the other side of the stream south of Rabin's lot line.

Steve Kumorkiewicz:

I have a question for Mike. Assuming that five years from now a sewer line is run [inaudible] in Springbrook Road to Green Bay Road. Now, the Rabin's got the connection from Green Bay. That's the assumption. Okay, when the line goes in front of both of the properties if one of them already pay he doesn't have to pay again. Who is going to pay for that portion?

Mike Pollocoff:

Rabin, if you look at the numbers just in round numbers if they paid \$20,000 they would have to pay that \$20,000 now because we wouldn't let them connect to the sanitary sewer. So that would be held in the sewer fund so that whenever that main went in that money would be available to pay the Rabin's share. Because we're not putting a main in front of their property but I have to assess them because if we go the alternative I have to assess them before they connect.

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Steve Kumorkiewicz:

That's where I'm going to, yes.

Mike Pollocoff:

And it's a roll of the dice.

Justin Hammerbeck:

Could I ask the Board one question, specifically Mike? And I'm not sure where you're going with that, where the manhole is on the south of the line or whatever. But if we were able to connect the Rabin's to the existing line if that's what you're discussing, and eventually we do put that line down Springbrook Road going to the east, going to the northeast, is my property then assessable for the full cost of that? Or would the assessment be the same --

Mike Pollocoff:

Just as it is today it's assessable for the benefit you derive, it would be the benefit derived at that time. The statutes define benefit a little bit differently than maybe you and I think of a benefit. The way the code is set up is that sanitary sewer is the ultimate way of treating wastewater where it goes to a treatment plant and it's treated. And the benefit you would have and you don't want to hear this is that you get rid of that mound because that's a temporary measure or you get rid of that holding tank, that's a temporary measure. So the public's good is being served under that clean water regime by having only wastewater, sanitary sewage, go to a public treatment plant and have it treated rather than having it treated privately through a mound or being conveyed to a treatment plant. So that ends up being the benefit that's conferred upon you. And then the real question that you're probably having is you're saying I don't think I'm getting that much benefit.

Justin Hammerbeck:

That's what my attorneys and myself is that when we talk about benefit it's a gray word, and when you've got a great system that you like a lot --

Mike Pollocoff:

But you and the people that had the house before you signed a statement saying that is a temporary system. That's how the State set it up otherwise they would never get these private systems abandoned. That's why I say the definition of a benefit, your benefit is I've got a mound system and I don't have to pay you guys anything and I'm on my way. But the benefit for the public is that sanitary sewage goes to a wastewater treatment plant and gets disposed of and treated that way. So it's two different concepts of benefit. I understand exactly what you're saying, I just want to be straight with you how we define benefit.

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Justin Hammerbeck:

Sure. I feel like I've taken up all the Board's time already, and there are a lot of people behind us. So I think Pauline and I have stated our case adequately. Like I said we leave it in your hands. Please just when you make your decision take a look at this again. These are real numbers. There might be some reduction in there as Mike said, but it's not going to be significant when we're talking about a family of four over there. But, again, we certainly don't wish our neighbors to be inconvenienced as they said. They've been waiting for this for 20 years and we understand.

Michael Serpe:

For what it's worth I really appreciate how you and your wife approached us tonight. It's very, very professional and we don't get that a lot, believe me.

Justin Hammerbeck:

It's all her, I'll give her all the credit or I'd be yelling and shouting.

Michael Serpe:

I don't know what the costs are going to be with this, but I would be willing to table this until we find out what the costs would be to hook up in the south part of Rabin's property and then bring this back. What do you think, another month?

Mike Pollocoff:

We could have it ready by the next meeting.

Michael Serpe:

The next meeting. I would move to table and then research the option here.

Steve Kumorkiewicz:

I second that.

John Steinbrink:

We have a motion and a second for tabling. Any discussion?

Jane Romanowski:

July 21st at six o'clock.

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SERPE MOVED TO TABLE THE PUBLIC HEARING TO JULY 21, 2014 AT 6 P.M. TO CONSIDER AN ALTERNATE ROUTE TO THE RABIN PROPERTY ONLY FOR THE PUBLIC SANITARY SEWER EXTENSION IMPROVEMENTS PROPOSED IN THE VICINITY OF SPRINGBROOK ROAD/CTH ML EAST OF STH 31; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

6. **CITIZEN COMMENTS (PLEASE BE ADVISED PER STATE STATUTE SECTION 19.84(2), INFORMATION WILL BE RECEIVED FROM THE PUBLIC AND THERE MAY BE LIMITED DISCUSSION ON THE INFORMATION RECEIVED. HOWEVER, NO ACTION WILL BE TAKEN UNDER PUBLIC COMMENTS.)**

Jane Romanowski:

We have signup tonight for Elizabeth Kiroke.

Elizabeth Kiroke:

I really just have some comments that go along with Item B under New Business. I represent the ownership and the management of the Prairie Ridge Market Place located at 9000, 9020 and 9080 76th Street. And we understand that the sign in question does belong to the association and it is for businesses within the Prairie Ridge Development. But we feel that advertising other tenants of the entire development on that monument sign could be very confusing to those driving in and looking to actually locate tenants.

The first reason is the sign at the top is labeled Prairie Ridge Market Place which is the name of the center owned by Berwick Properties, Inc. It's also adjacent to the Prairie Ridge Market Place. People pulling in and seeing another tenant's name on there that's not in that general vicinity are probably going to be confused and wonder where they need to go at that point once they get to 76th Street and 91st from Highway 50.

We also are working with three new tenants that are going to be moving into the Prairie Ridge Market Place. All are anticipating being on that sign. We have Dermatology Associates of Wisconsin, Valeri Orthodontics and Knight Barry Title that will all be moving in within the next two to three months. It seems logical that they would be marketed on that sign as in the past the tenants of the Prairie Ridge Market Place seemed to be the only ones that were on that sign.

We also still have two vacant suites that we're trying to lease out. We have some good leads on both of those as well, and that would leave no room for them to be on there. The landlords work really hard to get in new tenants. When we first took over this bank owned property we had I believe three tenants, and now we've at least doubled that and exceeded that. So mainly I just wanted to get that out there. Our goal is to work with the association along with the Village and get their assistance in trying to work for the best for all for that area.

John Steinbrink:

Just a quick question. This was a public hearing --

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Jean Werbie-Harris:

At the Plan Commission meeting.

John Steinbrink:

Did you receive notice on it?

Elizabeth Kiroke:

Not that part of it. We received notice on the one that pertains to the Prairie Ridge Market Place but nothing about that association sign.

John Steinbrink:

Okay, Jean?

Jean Werbie-Harris:

Typically when there's a PUD overlay and it's not specific to a particular property but it's a general PUD for the association we've not typically notified everyone within that entire area regarding that text change. You know what, I can go into some of the details when the item up on the Board's agenda.

John Steinbrink:

Right, this isn't the right time to do that.

Elizabeth Kiroke:

Okay, I wasn't aware.

John Steinbrink:

Just curious if you had received notice and how come you didn't come to the public hearing and stated that before the Planning Commission. Alright, thank you. Are there any other speakers?

Jane Romanowski:

No, there aren't.

John Steinbrink:

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

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7. ADMINISTRATOR'S REPORT

Mike Pollocoff:

I've said enough tonight, Mr. President.

John Steinbrink:

Your words are golden and we always wait for them.

8. NEW BUSINESS

- A. Receive Plan Commission recommendation and consider Ordinance #14-20 to approve a Zoning Text Amendment on properties located at 9000, 9020 and 9080 76th Street known as Prairie Ridge Market Place to amend the Prairie Ridge Planned Unit Development to remove the requirements that all wall signs shall be Cardinal Red.**

Jean Werbie-Harris:

Mr. President, this is a request of ordinance text amendment 14-20, and it's at the request of Berwick Properties. They're the owner of Prairie Ridge Market Place which is located at the southwest corner of Highway 50 and 88th Avenue just east of 91st Avenue in Pleasant Prairie. They own three buildings at that sight, 9000, 9020 and 9080 76th Street. Again, the purpose of their request is to modify the PUD, the signage PUD, that was granted for the Prairie Ridge Market Place properties a number of years ago.

Specifically all of the wall signs in that development are identified as cardinal red in color. Specifically there have been a number of tenants over the years that have gone in and out that wanted to modify those by having the Zoning Administrator make that change. And what I indicated to the previous owner and to Mr. Mills is that if you want to change the PUD just make a request and we'll modify it so that individual tenants that go in there can use their own corporate logo, colors and it can be identified with them. Initially when it was put in V.K. and Ajay Kuttemperoor wanted everyone to have the same color which was the cardinal red. Obviously that doesn't work with a lot of businesses if they have different colors incorporated as part of their development. So what we're doing is we're taking a look at the wall sign regulations as they apply to Prairie Ridge Market Place. And there actually have been a few minor modifications to the sign regulations as well. And so the staff also took the opportunity to make those modifications in their signage PUD so that their PUD is consistent with the sign regulations of the Village.

So the first change it Item F as shown in your packets and on the screen. All wall signs shall be internally illuminated or halo type illumination. The following types of signs or sign illumination shall not be permitted unless approved by the Zoning Administrator or on a case-by-case basis. No external neon outlining illumination, and there's no background painting of the building

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facade in order to incorporate someone's sign. The next modification or change is H, only channel type or pin mounted letters shall be allowed and a symbol or company logo may be allowed. No sign raceways are allowed and no visible electrical crossovers are allowed. Again, this is to fall in line with the current sign ordinance.

Now, the two signs that were requested by the petitioner to modify their specific PUD are I and J. The first had to do with the cardinal red color to modify it so that if that provision is removed they can use any color. And then J, a symbol or company logo may be a different color, we just decided to eliminate that provision as well. And then finally L, all exterior building walls and facades where former signage was placed shall be patched and repaired and repainted as needed as a condition of a new sign permit approval. All exterior building walls and facades shall be maintained in a good state of repair at all times.

This was a matter before the Village Plan Commission as a public hearing. And, again, we received no objections and no comments with respect to these modifications, one, to incorporate the current sign regulations in their signage PUD. And, number two, to incorporate their request to remove the cardinal red and the logo requirement. The staff and the Plan Commission recommended approval as presented.

Michael Serpe:

Move approval of 14-20.

Clyde Allen:

Second.

John Steinbrink:

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

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #14-20 TO APPROVE A ZONING TEXT AMENDMENT ON PROPERTIES LOCATED AT 9000, 9020 AND 9080 76TH STREET KNOWN AS PRAIRIE RIDGE MARKET PLACE TO AMEND THE PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT TO REMOVE THE REQUIREMENTS THAT ALL WALL SIGNS SHALL BE CARDINAL RED; SECONDED BY ALLEN; MOTION CARRIED 5-0.

- B. Receive Plan Commission recommendation and Consider Ordinance Nos. #14-21 and Ord. #14-22 to approve a Zoning Map and Text Amendments on the property located at 9191 80th Street to rezone the property from I-1, Institutional District to I-1 (PUD), Institutional District with a Planned Unit Development Overlay District; and to amend the Prairie Ridge Planned Unit Development to allow Extended Love to place their name on the off-site entry monument sign within the Prairie Ridge Development adjacent to STH 50.**

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Jean Werbie-Harris:

Mr. President and members of the Board, this is a series of two ordinance amendments, 14-21 and 14-22. And this was at the request of Extended Love. It's a daycare facility that's identified with a red star. They're located just south of 80th Street at the end of 91st Avenue extended. They're some distance from Highway 50, however they are a commercial business that are located in the Prairie Ridge Development.

When Prairie Ridge was developed starting in 1996 to 1998 we worked with VK Development in order to identify commercial businesses within the entire Prairie Ridge that there would be specific locations along Highway 50 where monument signs would be located, where businesses located south of Highway 50 could have their name. And so there was one located at 91st Avenue and Highway 50, 94th Avenue and then again over at 99th Avenue. And since we've added some at Prairie Ridge Commons, and at the corner where Target and Cheddar's is located there's actually another monument sign at that location.

The intent at that time was that, again, to give some visibility for any of the users within the Prairie Ridge Development along Highway 50. This sign that's located at 91st Avenue and Highway 50 was never intended just to be for Prairie Ridge Market Place. These were all associated owned signs, and it was, again, just to try to bring visibility to those that were further south away from Highway 50. One of the concepts initially was that there was going to be another sign located at the southwest corner of H and Highway 50, but the developer didn't own that land. That was owned by Mr. Willkomm, and at that time he wasn't interested in selling so that sign never went in.

So when the sign first went in at 91st Avenue Prairie Ridge Market Place was put at the top. There were a couple of uses in there, but it wasn't overly successful so there weren't a lot of other users there. So other uses could have gone on that particular sign. M&I Bank could have gone on that sign. Just like the one at 94th Avenue Holiday Inn Express is on that particular sign. Again, they're a considerable distance south of Highway 50.

So at the time that Extended Love came forward to us a few months ago they indicated that they had some interest with when Cobblestone Development was building that they would not be seen at all from Highway 50. And so they had some interest in finding out if they could go on that sign. Well, the way the signage PUD was written back in the late '90s was that at that time Prairie Ridge specifically identified the commercial uses north of Prairie Ridge Boulevard could all go on these signs. Anyone that negotiated it with the developer could go on those signs.

Well, at that time Extended Love was not interested in going on that sign or because there was not much development out there they had no need to be on that sign. But since new development was going in and now as you know there's going to be another use north of that they asked if they could go on one of these signs. So they had started going through the process. We told them that the signs were owned by the association, they had to have the association representative sign off on the applications. Because the sign PUD was for their property where the star is everyone within 300 feet of that property was sent notification. We did send it to everyone within 300 feet

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of where the sign was located. We did it where their property was located because they're the ones that are getting the PUD for the signage.

So basically I've had conversations with Steve Mills, with David Gallowich from the association. They've contacted Peter Molter, and I believe Marty Mills is also on the association Board. So there has been considerable conversation actually today that they would like to still accommodate Extended Love at this location. But I think that the dialog is now open amongst all of the developers in Prairie Ridge as to where the most appropriate location would be. Whether or not another sign will be installed for just Prairie Ridge Market Place or that label Prairie Ridge Market Place is taken off the top and additional user can go there. If Extended Love can bounce over to the Holiday Inn. Again this is all really a developer driven signage request to the association, but there had not been good communication amongst all the developers. Again, when we started this we had one developer, and now we've got multiple developers, multiple interests.

So the conversation that I had today with both Steve and with David Gallowich is that they will work it out. They will make sure that any tenants that would like to get access to Highway 50 that they get that signage location. This is just a small photograph you can see of where Extended Love is requesting to go. Again, Prairie Ridge Market Place that's a huge sign. And, again, it was mainly because there weren't any other uses out there that they did that sign so big. They don't need to have it there. And then Plato's Closet and I can't read, I think Seebeck's is on there and Jimanos Pizza, I can't read the other one, Cardinal Stritch and then Extended Love. So whether or not they go on this particular sign or they go to the one over at Holiday Inn they needed to have the signage PUD to be on one of the signs.

So I think at this point the staff is recommending that the zoning map and the text amendment be approved to allow Extended Love to continue to work with the association, work with the developers and get their appropriate sign at one of those locations. They are just south of 91st so they identified that location. But the other location which is at 94th Avenue I think that just has Holiday Inn Express on that particular sign.

John Steinbrink:

Jean, does Extended Love pay a fee to the association or will they be paying a fee?

Jean Werbie-Harris:

They do. They all pay commercial association fees. They all pay the same fee, every one of them out there.

John Steinbrink:

Have they been paying that already?

Jean Werbie-Harris:

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They have been paying it the whole time that they have been out there just like St. Anne and all the rest of the commercial related uses out there. They all pay the commercial association fees for maintenance out there. And I would really prefer to have them work all these logistics out and accommodate the commercial. Because if one is successful they'll all be successful bringing traffic and uses to the area.

John Steinbrink:

They're so far off from this location in back it could be hard to find.

Jean Werbie-Harris:

It is, but it's all part of the Prairie Ridge Development. It goes all the way down to 88th Street. And so that highway visibility with signage is very important along Highway 50.

Michael Serpe:

I agree with you, John, it's a long way off. Jean, how many more acres of developable property do we have for commercial? There's a considerable amount left.

Jean Werbie-Harris:

In Prairie Ridge --

Michael Serpe:

We have Costco coming in, it's out of the bag now.

Jean Werbie-Harris:

They're taking 17 acres. We've got land to the east of 91st Avenue that's vacant.

Michael Serpe:

I guess there's quite a bit of land.

Jean Werbie-Harris:

St. Anne has some. Steve Mills has some. The vacant land north of 76th Street. We have all of the vacant land from 94th Avenue to Hospice Alliance.

Michael Serpe:

I know, and that's what I'm getting to. And somebody is going to want signage once they develop.

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Jean Werbie-Harris:

Some want signage and some don't. M&I Bank didn't. Costco does not. So it really just depends.

Michael Serpe:

John brought it up and I brought it up at the Plan Commission meeting about the distance from Highway 50. Extended Love is a great little business, there's no question about it. But it's easier accessible from Highway C than Highway 50, and Highway C is a long distance from Highway 50.

Jean Werbie-Harris:

I understand that, but it's part of the commercial development of Prairie Ridge. And they're covered by all of the commercial covenants of Prairie Ridge.

Michael Serpe:

Okay, you had the meetings and they said they would work with them?

Jean Werbie-Harris:

Yes.

Michael Serpe:

And that's going to be more signage eventually, right?

Jean Werbie-Harris:

I think there will be another monument sign on that Prairie Ridge corner of 50 and 88th.

John Steinbrink:

Extended Love is probably going to be a destination, because if I was to pull in there I'd drive up and down looking for it in one of the storefronts there and never find it.

Michael Serpe:

We need individual motions on these?

Jean Werbie-Harris:

No.

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Michael Serpe:

I'd move approval of 14-21 and 14-22.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike and second by Steve for adoption of 14-21 and Ordinance 14-22. Any discussion?

Steve Kumorkiewicz:

One question for Jean. Jean, how tall is the monument that we have in the Prairie Ridge Market Place that says Prairie Ridge in the top? That's the main one. How big is that one, how tall.

Jean Werbie-Harris:

It's at least 20 feet. I think it's at 20 feet.

Steve Kumorkiewicz:

I thought how tall it can be is 16 feet [inaudible] the ordinance [inaudible].

Jean Werbie-Harris:

I'm sorry, excuse me?

Steve Kumorkiewicz:

Sixteen feet was the maximum that we allow?

Jean Werbie-Harris:

Sixteen feet, yes, but because this was part of a signage PUD that we adopted back in 1998 we had identified that the monument signs would be able to go up a little bit higher.

Steve Kumorkiewicz:

Okay.

John Steinbrink:

Further discussion?

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Kris Keckler:

So with the existing monument that's right there what's the option if we ever run out of available signage space on there for additional businesses?

Jean Werbie-Harris:

Well, one of the options that I discussed with Mr. Mills the other day was that there be another monument sign because one was originally proposed at the very southwest corner somewhere in this area. There was one that was proposed initially there, and maybe that would be the signage for just the Prairie Ridge Market Place, and then this sign would reflect all of those uses that are south. So they indicated to me that they would work it out. I trust the private market would do that and work it out with respect to the available spaces. I mean the Holiday Inn Express I think they're the only ones on the one sign at 94th Avenue, so possibly their sign gets amended, and then at least two, three, four other signs could be located on that monument sign.

Kris Keckler:

Okay, thanks.

John Steinbrink:

Further discussion?

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE NOS. #14-21 AND ORD. #14-22 TO APPROVE A ZONING MAP AND TEXT AMENDMENTS ON THE PROPERTY LOCATED AT 9191 80TH STREET TO REZONE THE PROPERTY FROM I-1, INSTITUTIONAL DISTRICT TO I-1 (PUD), INSTITUTIONAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT; AND TO AMEND THE PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT TO ALLOW EXTENDED LOVE TO PLACE THEIR NAME ON THE OFF-SITE ENTRY MONUMENT SIGN WITHIN THE PRAIRIE RIDGE DEVELOPMENT ADJACENT TO STH 50; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

C. Consider award of contract for construction of 88th Avenue Sanitary Sewer Project.

Mike Spence:

Mr. President and members of the Board, this project is the construction of a new 18 inch sanitary sewer along the east side of County Trunk H or 88th Avenue starting at just south of 165 for about 3,000 feet to the south. This particular sewer would provide sewer to the Niagara Bottling facility which is located right here. So previously we awarded a contract for the design of this project. And on June 26th we received three bids for the construction of this project. The three bids were from DK Contractors, Inc. out of Pleasant Prairie, Tomasini and Super Excavators.

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The bid by DK Contractors was \$644,610. The engineer's estimate for this project was \$634,000. So the bid was just slightly over the engineer's estimate for this project.

This project also includes some ancillary work relative to the Niagara project. We're going to be moving the access road at the Liberty -- there's a shared access currently at the Niagara site and Liberty, and as part of this project we're proposing to move that access to the north so that there's a separate access for Niagara. And then when Niagara Bottling comes in they'll be building their own access. In addition, there will be an emergency fire access on the east side of the property to provide emergency access.

I have also requested bids for those two items from another contractor as potentially a change order. So what I'm asking tonight is to award the total. But if we can get a cheaper project we would amend the purchase order and the contract just to include the sewer. So with that I recommend that the contract be awarded to DK Contractors. I'd be glad to answer any questions.

Mike Pollocoff:

So if the Board is inclined to approve this they would need to accept the engineer's recommendation for DK Contractors and then hold in abeyance the alternatives until we evaluate it with some other bids.

Mike Pollocoff:

Maybe one more time.

Mike Pollocoff:

The recommendation would be to approve the engineer's recommendation to award the sanitary sewer contract to DK Construction and hold the alternate bids in abeyance.

John Steinbrink:

The alternate bids being the access road?

Mike Spence:

Correct.

John Steinbrink:

I see Ryan Construction out there now. Are they grading the site or something?

Mike Pollocoff:

They're Niagara.

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John Steinbrink:

And who pays for the access road then?

Mike Pollocoff:

The TIF District. I think we can get prices from -- we have a contract with Payne & Dolan to do road work. Cicchini is going to be doing something for the fire station. We can get some other bidders to take a look at it.

Mike Spence:

I was expecting hopefully before the meeting to have another estimate. But I have asked the contractor doing the Village site work. His sub is Cicchini, and he hasn't been able to get a price from them. So I was just hoping that we might be able to save some money. So that's why --

John Steinbrink:

So what is the spec on this? What are we looking for? To hold a fire truck so we can get in there is that the main thing then?

Mike Pollocoff:

There's two things. One is an emergency access lane between Niagara and the Liberty property in the back end so that fire department can go back and forth between the two properties or they'll have to come all the way out to 88th. And then the other one is relocating -- right now Liberty and Niagara share the same access point on H. So Niagara is bring in 300 trucks a day. Liberty is about 60 trucks a day. We could leave it that way. In fact I told both property owners if they don't work with us on this we'll just leave it that way. But it's going to be a conflict and a problem. So the TIF District made the determination that in order to support the Niagara project we'd separate those so that Liberty will have a straight in and out to their property. All things being equal that's how we approved it originally. And I think WisPark was saving some money so they split it up with another parcel and allocated some of the cost of that driveway to the Niagara property and didn't charge as much to Liberty.

Kris Keckler:

Move to accept administration's recommendation as outlined.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

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KECKLER MOVED TO AWARD A CONTRACT FOR CONSTRUCTION OF 88TH AVENUE SANITARY SEWER PROJECT TO DK CONTRACTORS IN THE BASE BID AMOUNT OF \$582,460.00 EXCLUDING THE BIDS FOR ALTERNATES #1 AND #2; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

D. Consider award of contract for Professional Engineering Services for a Water System Study for the Pleasant Prairie Water Distribution System.

Mike Spence:

Mr. President and members of the Board, the Village currently purchases approximately 2.25 million gallons of water every day from the Kenosha Water Utility. At the Kenosha Water Utility production plant they pump water to the Village's storage facility located at 165 and Sheridan Road. One of the things that we've been looking at, and this is related also to the Sheridan Road project that we talked about at the last meeting, we've been operating our system essentially with one connection point for a number of years. We haven't had the need to use any of the emergency connections that are connected to the Kenosha Water Utility's system.

So in order to further evaluate the operation of our system I asked for a proposal from GAI to review our firefighting needs and the redundancy of our system and the reliability. So I received a proposal from GAI to do this. This proposal would be done by the same individual that worked with the Village on the rate study. The whole point of the study would be to, again, model our system and look at indeed whether or not or confirm that the operation of our system with one connection point really makes the most sense. So at the end of this study we would have a recommendation that basically could say that the way we're operating our system is valid, we have no need to continue to have the other interconnects and, therefore, we move to disconnect the other points from the Kenosha Water Utility.

Mike Pollocoff:

There's two things we're trying to accomplish here. One is as part of our rate case that we had with the City of Kenosha the City of Kenosha Water Utility argued that the Village as not capable of providing enough public fire protection for the Village and that we needed those additional points of service from the City which we pay additionally every month for. And so at the hearing it was the recommendation of the Commission is that if, in fact, we felt that way DNR was not going to sign off on the fact that we were capable of managing our system from this one single source and we would have to get that done. So we need to have the DNR sign off on the fact that the single source system that we've designed and constructed is viable and show them what we've been able to do as far as providing service, that we can fight fires and do all those things.

That basically along with the work that's going to happen with the Sheridan water main we're paying \$175,000 a year for something we get no use out of. And that's really what it means to us. So if you think of the life of a rate to the extent we can get this thing done that's what we need to do. So the individual from GAI did a good job in getting our case refined and honed in for us. An extremely bright guy. And we need somebody that's going to be able to prepare that plan and

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present it to the DNR and then also have it sustainable and presentable to the Public Service Commission when in fact that happens. So I think for \$29,000 what it could mean to the rate payers to cut that much out of our water rate charges would be significant.

Steve Kumorkiewicz:

How many points we got right now, the one in Cooper Road --

Mike Pollocoff:

We have Cooper Road, 32nd and 88th.

Steve Kumorkiewicz:

So we're going to eliminate three of them?

Mike Pollocoff:

We would, that's what we would do.

Steve Kumorkiewicz:

And you said \$170,000 a year?

Mike Pollocoff:

\$175,000.

Clyde Allen:

I make a motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Clyde, second by Steve. Further discussion?

ALLEN MOVED TO AWARD A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR ENGINEERING EVALUATIONS AND FINANCIAL ANALYSIS OF PLEASANT PRAIRIE WATER UTILITY'S FIRE PROTECTION CAPABILITY TO GAI CONSULTANTS INC. IN THE AMOUNT OF \$29,000; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

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E. Consider Marketing and Service Contract Amendment No. 5 with Kenosha Area Business Alliance, Inc. (KABA).

Mike Pollocoff:

Mr. President, this agreement is in addition to the ones we've already done with the Kenosha Area Business Alliance wherein we provide KABA with in this case is going to be \$1 million, and they in turn take that money and loan it out at a low interest rate to companies that are looking to locate here. Those companies in turn then pay that money back and it goes back into the revolving loan fund with interest to be reloaned again.

There have been a number of good businesses that we've been able to use this as an incentive. And it helps that KABA be the agency that's evaluating the business's finances. It gives the business -- it's a more smooth transition rather than subjecting their entire financials to public records, that's why we have KABA do it. Also the other part of this that I think is just as essential is part of this agreement is they do the same things they've been always doing is helping us when we're planning to meet with a new company. They go out and work on our behalf to talk to companies that are locating here. And we've had a really good working relationship with them all along, but we've really had a good working relationship with Todd Battle. These funds were allocated in the project plan for Tax Incremental District #2 and then with #4, and I'd recommend that the Village President and the Clerk be authorized to execute the contract.

Michael Serpe:

So moved.

Clyde Allen:

Second.

John Steinbrink:

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

Kris Keckler:

I would just like to reiterate I've witnessed them in action in a couple of instances both through Kenosha Unified and also the City of Kenosha, and I think it's a really good partnership and a good feature. Actually Todd Battle was just interviewed on Channel 12 yesterday about the economic growth in the region, and it's really nice to see that featured and the prospect for additional businesses coming into the area. So I think it's a really good partnership.

John Steinbrink:

Further comments or questions?

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SERPE MOVED TO APPROVE MARKETING AND SERVICE CONTRACT AMENDMENT NO. 5 WITH KENOSHA AREA BUSINESS ALLIANCE, INC. (KABA); SECONDED BY ALLEN; MOTION CARRIED 5-0.

F. Consent Agenda

- 1) **Approve Resolution #14-18, Amendment of the 2014 Budget.**
- 2) **Approve Operator License Applications on file.**
- 3) **Approve Renewal Operator License Applications on file.**

Steve Kumorkiewicz:

Move to approve.

Michael Serpe:

Second.

John Steinbrink:

Motion by Steve, second by Mike. Any discussion?

SERPE MOVED TO APPROVE CONSENT AGENDA ITEMS 1-3; SECONDED BY SERPE; MOTION CARRIED 5-0.

9. VILLAGE BOARD COMMENTS

Steve Kumorkiewicz:

Yes, I'm going to make one comment. After the County put a light on the stop sign in the southeast corner by the Historical Society illuminated the stop sign and works. So people ran it and now they stop there.

John Steinbrink:

On 39th and 116th?

Steve Kumorkiewicz:

39th and 116th southeast corner.

John Steinbrink:

It was a problem area. Last night was Pleasant Prairie night at the Kenosha Kingfish. Unfortunately the Kingfish didn't do well, but there were a lot of dogs there and we were represented by the [inaudible] threw the ball out. And the 5th inning that was one of our Miss Pleasant Prairies.

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Mike Pollocoff:

There was Little Miss Pleasant Prairie and Tiny Miss Pleasant Prairie.

John Steinbrink:

And she belted out Take Me To The Ball Game so it was pretty good. And I think July 19th we have it coming up with the RecPlex will be selling tickets. Do we get something out of that for the RecPlex then?

Mike Pollocoff:

I'm not sure what they talked RecPlex out of or RecPlex talked them out of.

[Inaudible]

Mike Pollocoff:

There's one thing I'd like to add. I probably should have put it in my report. There was a notice published it was a thank you, a public thank you to Village employees and more particular Invest, the employees' giving entity where they collect money, donate their own money to do various projects. And they were able to on their own time construct a greenhouse at the Kenosha Area Achievement site. They got the foundation donated by WisPark. A lot of the people that you see out here in the audience were out there in March. It was damn cold, it was too cold to be out there, but John, Jr. led us in getting the greenhouse up there, and it's a greenhouse that they use to start their plantings early. So this is a real viable tool for individuals with disabilities to be able to do some meaningful work and to get it done in an earlier manner. It means they get more product to market, but they're actually doing things that they enjoy. So Invest did a good job and the people involved in that working and putting that together and getting it done. So I want to congratulate them on it and thank them for doing that.

Kris Keckler:

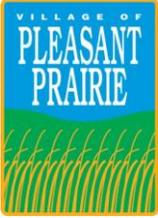
I'd like to commend the RecPlex for putting out another nice triathlon even though we had a slight weather delay. And thank Mike Serpe for volunteering me for the 4:30 to 6:30 a.m. shift at the booth.

John Steinbrink:

That will be a learning lesson there.

10. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY ALLEN; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:40 P.M.



MEMO

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

TO: Mike Pollocoff/Village Administrator

CC: Jane Romanowski/Village Clerk

FROM: Mike Spence/Village Engineer

DATE: July 16, 2014

SUBJ: Springbrook Sanitary Sewer
Alternative Sanitary Sewer Assessments for Parcel 92-4-122-342-0135 (Rabin)
and 92-4-122-342-0091 (Hammerbeck)

ATTACH: Schedules

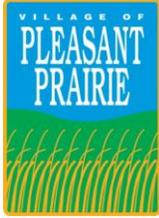
A sanitary sewer assessment hearing was held at the July 7 Village Board meeting to discuss the Springbrook Sewer Project. The Village Board decided to table the discussion pending the review of additional alternatives to provide service to Parcel 92-4-122-342-0135 (Rabin) and Parcel 92-4-122-342-0091 (Hammerbeck).

There are three alternative scenarios for addressing the sewer assessment:

Alternative 1: This alternative provides sewer service to both parcels as they currently are platted. It utilizes the assessable front footage cost per foot to determine the assessment cost. If the Hammerbeck parcel is subdivided into two parcels the Hammerbeck assessment would be reduced.

Alternative 2: This alternative provides sewer service to the Rabin parcel only. It utilizes the original Timber Ridge assessment which utilizes a front footage cost per foot, plus the current estimated cost of the sanitary lateral to the property line. It should also be noted that a sanitary sewer will still have to be installed in front of the Rabin property in the future and that additional cost above and beyond what Rabin pays in this assessment will be borne by the additional affected property owners at that time;

Alternative 3: This alternative provides sewer service to both parcels and assesses each parcel equally based on the total cost of the project. This assessment is based on the subdivision of the Hammerbeck parcel.



MEMO

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

The attached table shows the costs of each alternative:

Alternative Assessment Costs Summary

Parcel	Alternative ¹⁾		
	1	2	3
92-4-122-342-0135 (Rabin)	\$20,992.23	\$27,825.00	\$22,574.09
92-4-122-342-0091 (Hammerbeck)	\$40,038.48 ²⁾	\$0.00 ³⁾	\$22,574.09 ⁴⁾

Notes:

- ¹⁾ These costs include the lateral to the property line and the sewer connection charge
- ²⁾ If the Hammer beck property is subdivided the assessment is reduced to \$22,555.94
- ³⁾ No sewer service to Hammerbeck in Alternative 2
- ⁴⁾ This assessment is predicated on the subdivision of the Hammerbeck Property

Schedule C - Assessment Schedule Alternative 1

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

Assessment Rate per linear front footage = \$106.63

Property Owner and Parcel No.	Frontage Sanitary Sewer (feet)	Frontage Assessment	Sanitary Lateral \$3000 / each	Sewer Connection Charge	Net Benefits	Damages Awarded	Total Assessment
92-4-122-342-0135 Jerry L. & Anne M. Rabin 6717 Springbrook Road Pleasant Prairie, WI 53158	153.73	\$16,392.23	\$3,000.00	\$1,600.00	\$20,992.23	\$0.00	\$20,992.23
Note: Corner property assessment							
92-4-122-342-0091 Justin Hammerbeck & Pauline Tingas 6724 Spingbrook Road Kenosha, WI 53142	332.35	\$35,438.48	\$3,000.00	\$1,600.00	\$40,038.48	\$0.00	\$40,038.48
Note: Corner Property Assessment							
TOTAL ASSESSMENTS	486	\$51,830.71	\$6,000.00	\$3,200.00	\$61,030.71	\$0.00	\$61,030.71

Schedule C - Assessment Schedule Alternative 2
Service to Parcel 92-4-122-342-0135 Only
Springbrook Sanitary Sewer Extension Project
Village of Pleasant Prairie
Project No. E-14-008 Rabin Alternative

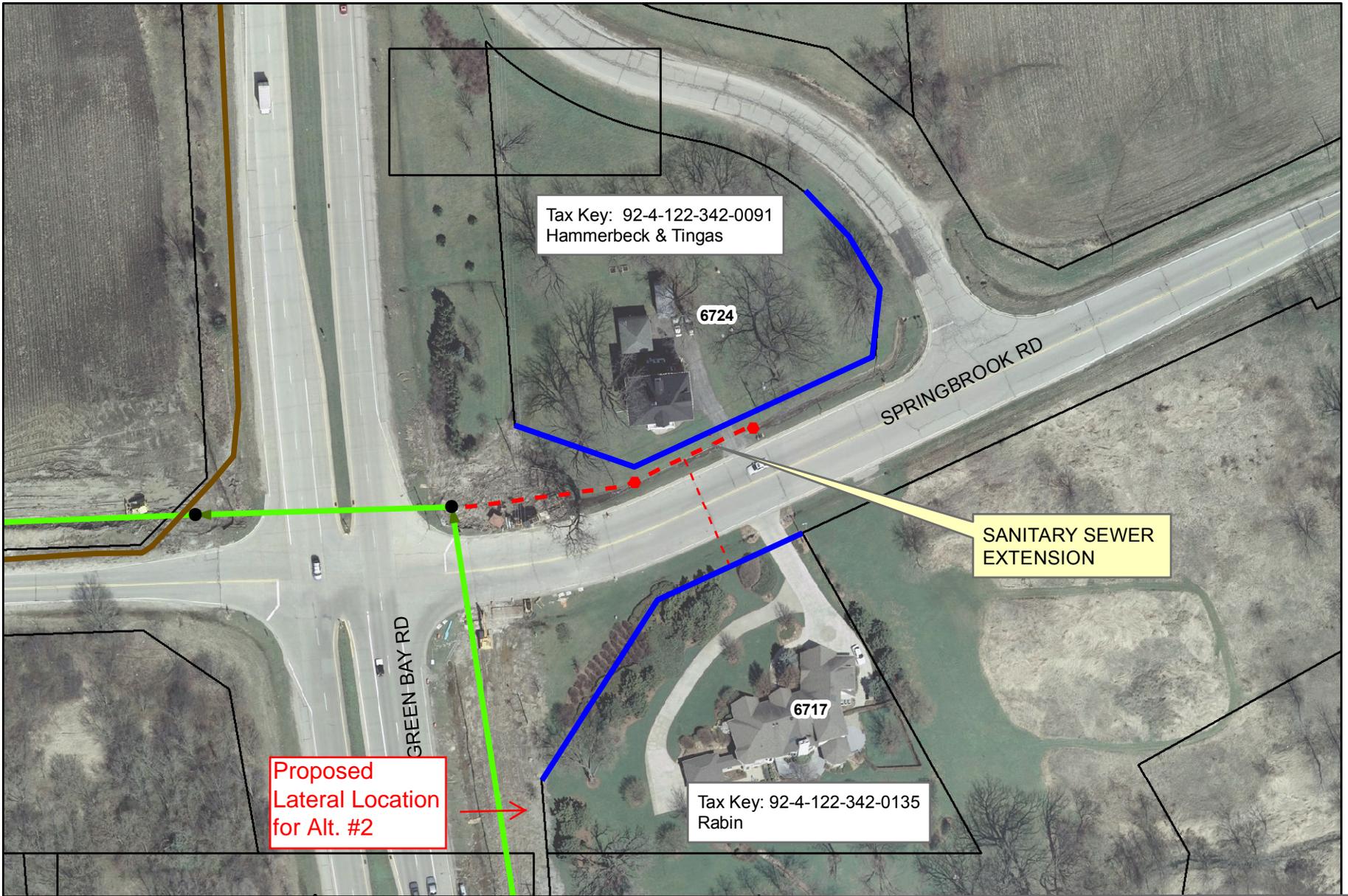
Assessment Rate per linear front footage = \$72.50

Property Owner and Parcel No.	Frontage Sanitary Sewer (feet)	Frontage Assessment1)	Sanitary Lateral	Sewer Connection Charge	Net Benefits	Damages Awarded	Total Assessment
92-4-122-342-0135	210	\$15,225.00	\$11,000.00	\$1,600.00	\$27,825.00	\$0.00	\$27,825.00
Jerry L. & Anne M. Rabin							
6717 Springbrook Road							
Pleasant Prairie, WI 53158							
Note: Corner property assessment							
92-4-122-342-0091	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Justin Hammerbeck & Pauline Tingas							
6724 Spingbrook Road Kenosha, WI 53142							
TOTAL ASSESSMENTS	210	\$15,225.00	\$11,000.00	\$1,600.00	\$27,825.00	\$0.00	\$27,825.00

Schedule C - Assessment Schedule Alternative 3
Assesment by Parcel Each Parcel- 92-4-122-342-0091 Split
Springbrook Sanitary Sewer Extension Project
Village of Pleasant Prairie
Project No. E-14-008 Alternative 2 Per Parcel (Hammerbeck Property Split)

	Property Owner and Parcel No.	Per Parcel (each)	Per Parcel Assessment	Sanitary Lateral \$3000 / each	Sewer Connection Charge	Net Benefits	Damages Awarded	Total Assessment
1	92-4-122-342-0135 Jerry L. & Anne M. Rabin 6717 Springbrook Road Pleasant Prairie, WI 53158	1	\$17,974.09	\$3,000.00	\$1,600.00	\$22,574.09	\$0.00	\$22,574.09
	Note: Corner property assessment							
2	92-4-122-342-0091 Justin Hammerbeck & Pauline Tingas 6724 Spingbrook Road Kenosha, WI 53142	1	\$17,974.09	\$3,000.00	\$1,600.00	\$22,574.09	\$0.00	\$22,574.09
	TOTAL ASSESSMENTS	2	\$35,948.17	\$6,000.00	\$3,200.00	\$45,148.17	\$0.00	\$45,148.17

--- SEWER EXTENSION
— ASSESSED FRONTAGE



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

SCHEDULE A



PROJECT ID:
SPRINGBROOK ROAD SANITARY EXTENSION

RESOLUTION #14-19

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

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

WHEREAS, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 21st day of July, 2014 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

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

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

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

5. The property owners may, at their option, pay the assessments to the Treasurer in cash or up to ten equal, annual installments, with interest from November 1, 20____ at the rate of 9% per annum on the unpaid balance. All assessments will be collected in installments as provided in the preceding sentence, except assessments with respect to which the property owner shall within 30 days from the date of the Installment Assessment Notice referred to in Section 6 below elected to pay the assessment in full as provided in such Notice.

6. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 21st day of July, 2014.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, Village President

Attest:

Jane M. Romanowski, Village Clerk

Date Adopted:

Published:

RESOLUTION NO. 14-21

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$20,940,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2014B

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village") heretofore issued its Taxable General Obligation Promissory Notes, Series 2010B (Build America Bonds - Direct Payment), dated September 1, 2010 (the "2010 Notes") and irrevocably designated such issue to be qualified "Build America Bonds" within the meaning of Subsection 54AA(g) of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder by the U.S. Department of Treasury (the "Regulations") so that the Village is eligible to claim refundable credits with respect to each interest payment on the 2010 Notes, payable to the Village by the Secretary of the United States Department of the Treasury ("Treasury");

WHEREAS, the cash subsidy payment received by the Village from the Treasury with respect to the October 1, 2013 and April 1, 2014 interest payments on the 2010 Notes was reduced, pursuant to the requirements of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, from the amounts the Village requested on timely submitted Forms 8038-CP, as evidenced by the letters attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, the 2010 Notes are subject to redemption prior to maturity, in whole or in part, at the option of the Village, on any day, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest to the date of redemption, in the event that either (a) Section 54AA or 6431 of the Code is repealed, amended or modified in a manner which results in a reduction or elimination of the Village's 35% cash subsidy payment from the Treasury or (b) the Treasury fails to make a cash subsidy payment to which the Village is entitled and such failure is not caused by any action or inaction by the Village;

WHEREAS, the Village Board hereby finds and determines that the Treasury's reduction in the credit payment with respect to the October 1, 2013 and April 1, 2014 interest dates was not due to any action or inaction by the Village, and as a result, the extraordinary redemption provision referred to above was triggered, and the 2010 Notes are eligible to be redeemed on any day;

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to refund the 2010 Notes due to Treasury's failure to make the full cash subsidy payment;

WHEREAS, the Village Board has also determined that it is necessary, desirable and in the best interest of the Village to refund the Village's General Obligation Refunding Bonds, Series 2008B, dated February 19, 2008, maturing on September 1, 2015 and bearing interest at the rate of 5.00% per annum (the "Refunded 2008 Bonds") (collectively, the Refunded 2008 Bonds and the 2010 Notes shall be referred to herein as the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Village Board has further determined that it is necessary, desirable and in the best interest of the Village to raise funds for the public purpose of paying the cost of projects included in the Project Plan for Tax Incremental District No. 2 (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, villages are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance their outstanding obligations; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to sell its general obligation promissory notes (the "Notes") to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit B and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWENTY MILLION NINE HUNDRED FORTY THOUSAND DOLLARS (\$20,940,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Notes aggregating the principal amount of TWENTY MILLION NINE HUNDRED FORTY THOUSAND DOLLARS (\$20,940,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2014B"; shall be issued in the aggregate principal amount of \$20,940,000; shall be dated August 20, 2014; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on September 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit C-1 and incorporated herein by this reference. Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2015. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit C-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on September 1, 2023 shall be subject to redemption prior to maturity, at the option of the Village, on September 1, 2022 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit D and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2014 through 2022 for the payments due in the years 2015 through 2023 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$20,940,000 General Obligation Promissory Notes, Series 2014B, dated August 20, 2014" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The Village Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the

Notes; (ii) any premium not used for the Refunding which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the Village and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the

date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the Village Clerk or Village Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Village and on file in the Village Clerk's office.

Section 15. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 17. Redemption of the Refunded Obligations. The 2010 Notes are hereby called for prior payment and redemption on August 21, 2014, and the Refunded 2008 Bonds are hereby called for prior payment and redemption on September 1, 2014, all at a price of par plus accrued interest to the date of redemption.

The Village hereby directs the Village Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the forms attached hereto as Exhibits E-1 and E-2 and incorporated herein by this reference (the "Notices"), to be provided at the times, to the parties and in the manner set forth on the Notices.

Section 18. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 21, 2014.

John P. Steinbrink
President

ATTEST:

Jane M. Romanowski
Village Clerk

(SEAL)

DRAFT

EXHIBIT A

Letters from Treasury

(See Attached)

DRAFT

EXHIBIT B

Note Purchase Proposal

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C-1

Pricing Summary

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
KENOSHA COUNTY
NO. R-___ VILLAGE OF PLEASANT PRAIRIE \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2014B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
September 1, _____ August 20, 2014 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2015 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$20,940,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of projects included in the Project Plan for Tax Increment District No. 2 and refunding certain outstanding obligations of the Village, all as authorized by a resolution of the Village Board duly adopted by said governing body at a meeting held on July 21, 2014. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on September 1, 2023 are subject to redemption prior to maturity, at the option of the Village, on September 1, 2022 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the

Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Pleasant Prairie, Kenosha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN

By: _____
John P. Steinbrink
President

(SEAL)

By: _____
Jane M. Romanowski
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT E-1

NOTICE OF FULL CALL*

Regarding

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN
TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2010B
(BUILD AMERICA BONDS - DIRECT PAYMENT)
DATED SEPTEMBER 1, 2010

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called, as a result of the occurrence of an Extraordinary Event (as defined in the Notes), for prior payment on August 21, 2014 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2017	\$1,000,000	3.01%	728534RU4
04/01/2018	5,735,000	3.30	728534RV2

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before August 21, 2014.

Said Notes will cease to bear interest on August 21, 2014.

By Order of the
Village Board
Village of Pleasant Prairie
Village Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to August 21, 2014 and to the MSRB.

In addition, if the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

EXHIBIT E-2

NOTICE OF FULL CALL*

Regarding

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2008B
DATED FEBRUARY 19, 2008

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have the CUSIP No. as set forth below have been called by the Village for prior payment on September 1, 2014 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
09/01/2015	\$3,930,000	5.00%	728534PQ5

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before September 1, 2014.

Said Bonds will cease to bear interest on September 1, 2014.

By Order of the
Village Board
Village of Pleasant Prairie
Village Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days prior to September 1, 2014 and to the MSRB. Notice shall also be provided to Financial Security Assurance Inc., or any successor, the bond insurer of the Bonds.

In addition, if the Bonds are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.



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*Attorneys at Law in:
Phoenix and Tucson, Arizona
Naples and Tampa, Florida
Chicago, Illinois
Milwaukee and Madison, Wisconsin
Washington, DC*

July 15, 2014

VIA EMAIL AND REGULAR MAIL

Ms. Kathleen M. Goessl
Finance Director/Treasurer
Village of Pleasant Prairie
Village Hall
9915 39th Avenue
Pleasant Prairie, WI 53158

Scope of Engagement Re: Proposed Issuance of \$20,940,000 Village of Pleasant Prairie (the "Village") General Obligation Promissory Notes, Series 2014B

Dear Kathy:

We are pleased to be working with you again as the Village's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Notes (the "Securities") by the Village.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the Village's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the Village or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the Village;

- 2) all taxable property in the territory of the Village is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the Village's continuing disclosure commitment, ongoing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes or participating in an Internal Revenue Service survey regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the Village regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the Village's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the Village consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the Village has no objection to our representation of other clients who have dealings with the Village, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters of municipal obligations. In past transactions that are not related to the issuance of the Securities

Ms. Kathleen M. Goessl
July 15, 2014
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and our role as bond counsel, we may have served as underwriter's counsel to the financial institution that has or will underwrite the Securities. We may also be asked to represent underwriters, including the underwriter of the Securities, in future transactions that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the Village consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the Village, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel will be \$18,235, including all out-of-pocket expenses. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. Our fees and expenses may increase if the Securities are insured by a municipal bond insurance company, as municipal bond insurance companies require additional opinions and documents. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required

Ms. Kathleen M. Goessl
July 15, 2014
Page 4

by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the Village in this regard.

Very truly yours,

QUARLES & BRADY LLP



Brian G. Lanser

BGL:SMN:jmk
Enclosures
#750177.00082

cc: Mr. Gene Schulz (via email)
Ms. Kay Eskildsen (via email)
Mr. Michael Pollocoff (via email)
Ms. Jane Romanowski (via email)

Accepted and Approved:

VILLAGE OF PLEASANT PRAIRIE

By: _____

Its: _____
Title

Date: _____

MEMORANDUM

DATE: July 15, 2014

TO: Tom Shircel, Village of Pleasant Prairie

FROM: Christopher Siefert, Riley Construction Company, Inc.

COPIES TO: Mike Pollocoff, Village of Pleasant Prairie
Dave Riley, Riley Construction Company, Inc.
Michael Swann, Riley Construction Company, Inc.
Scott Kramer, Plunkett Raysich Architects, LLP

RE: Fire Station #1 and Village Hall Renovations
Village of Pleasant Prairie
Summary, Results, Analysis, and Recommendations
Bid Opening, Wednesday, July 09, 2014 @ 2:30pm

SUMMARY

An advanced notice that the Project was going to be out for bid was issued to the Subcontracting community on Thursday, June 12, 2014. The notice was published through a website service specifically designed for the Construction Industry and the Bidding Process. All of the applicable current Pre-Qualified Subcontractors with the Village of Pleasant Prairie were notified along with additional Subcontractors for each Contract.

The Project Documents were published to the Subcontracting community on Thursday, June 19, 2014. Riley Construction Company, Inc. The Documents were published through a website service specifically designed for the Construction Industry and the Bidding Process. All of the applicable current Pre-Qualified Subcontractors with the Village of Pleasant Prairie were solicited along with additional Subcontractors for each Contract.

A Public Notice regarding the Project was published in the Kenosha News on Monday June 30, 2014 and Monday, June 07, 2014.

Riley Construction Company, Inc. called and reached out to all solicited and known interested subcontractors numerous times via phone calls on Thursday, June 26, 2014; Thursday, July 03, 2014; and Monday, July 07, 2014.

The bids for the Fire Station #1 and Village Hall Renovations were received on Wednesday, July 09, 2014 by 2:00pm at the Village Hall. The bids were publicly opened and read aloud by the Village Clerk, Jane Romanowski, at 2:30pm and the Wruck Pavilion.

RESULTS

Subsequently, Riley Construction Company, Inc. has reviewed and tabulated all the bids received and the initial results is a projected project cost of Six Million Six-Hundred Twenty-Eight Thousand One Hundred Five Dollars (\$6,627,589). Based on the current project budget of Five Million Seven Hundred Thirty-Five Eight Hundred Sixty-Six Dollars (\$5,735,866), the project is over budget by Eight-Hundred Ninety-Two Thousand, Two Hundred Thirty-Nine Dollars (\$891,723) or approximately 15.55%. A total of Twenty-Nine Bids (29) were received.

ANALYSIS

Generally, the bid coverage was low for each Contract except Contract #1.14 – Acoustical Ceilings. Some of the explanation for the low bid coverage includes:

- The bidding climate is extremely active and busy at the moment and Subcontractors were not able to submit a bid proposal by the deadline.
- The nature of the public bidding process (sealed bids) exacerbated the time issue above; therefore, Subcontractors declined to bid.
- The prequalification process and requirement to be submitted prior to bid (even though this was relaxed at the last minute) exacerbated the time issue above; therefore, Subcontractors declined to bid.
- Subcontractors are busy with their current back log of work through the projected project schedule and therefore declined to submit a bid because they would have difficulty assigning the appropriate resources to the project.

In regards to the bid overage, the general explanation(s) includes:

- Subcontractors are busy with their current backlog of work through the projected project schedule and therefore would need to expand their resources to perform the work and priced the risk associated with the expansion accordingly.
- The rapid increase in current construction projects in the area has absorbed all of the existing resources and readily available materials; therefore, the labor and material prices budgeted in March have increased significantly.
- There are scope increases to the Village Hall portion of the project that were not budgeted in March. Specifically, there is additional work in the Courtroom and related to the IT Room Relocation that were not budgeted in March.
- There were specific contracts where the assumptions used during the budgeting phase did not correspond with the final design.

RECOMMENDATIONS

Given the current bid results, Riley Construction Company, Inc. has the following recommendation for consideration.

1. RECOMMENDATION FOR AWARD

- a. Accept the bids for the Fire Station #1 for the following Contracts that are under /close to the Budget and Accept the following critical Contracts needed to commence with the project on Tuesday, July 22, 2014 contingent upon Village Board Approval on Monday, July 21, 2014. These include:

i.	Contract 1.00 – General Conditions & Staffing	\$261,545
ii.	Contract 1.02 – Excavation	\$78,555
iii.	Contract 1.03 – Cast-In-Place Concrete	\$263,921
iv.	Contract 1.04 – Precast Concrete	\$21,374
v.	<i>Contract 1.05 – Masonry (Award Materials Only)</i>	<i>\$120,822</i>
vi.	Contract 1.06 – Structural Steel & Misc. Metals	\$315,000
vii.	Contract 1.07 – General Trades	\$250,318
viii.	Contract 1.11 – Alum. Storefront, Windows, Glazing	\$109,693
ix.	Contract 1.18 – Fire Protection	\$57,986
x.	Contract 1.19 – Plumbing	\$221,000
xi.	<u>Contract 1.20 – Mechanical</u>	<u>\$513,850</u>
xii.	Subtotal	\$2,214,064
xiii.	<u>Contingency (2.5%)</u>	<u>\$55,352</u>
xiv.	Subtotal	\$2,269,416

xv.	General Liability Insurance (0.75%)	\$17,021
xvi.	Subtotal	\$2,286,436
xvii.	Construction Management Fee (2.0%)	\$45,729
xviii.	Preconstruction Services Fee (0.33%)	\$7,545
xix.	Subtotal	\$2,339,710
xx.	Performance Bond – Overall	\$19,333
xxi.	TOTAL	\$2,359,043

- b. Reject the bids for Fire Station #1 for the following Contracts that are over the budget; received low bid coverage; or will be part of additional Value Engineering exercises. These Contracts would be rebid in August targeting the 1st Village Board Meeting in September of 2014. These include:
 - i. Contract 1.05 – Masonry (Less Materials Purchases)
 - ii. Contract 1.09 – Roofing & Sheet Metal & Metal Panels
 - iii. Contract 1.10 – Overhead Doors
 - iv. Contract 1.12 – Light Gage Framing, Trusses, Gypsum Board
 - v. Contract 1.13 – Tile Flooring
 - vi. Contract 1.14 – Acoustical Ceilings
 - vii. Contract 1.15 – Resinous (Epoxy) Flooring
 - viii. Contract 1.16 – Carpeting & Resilient Flooring
 - ix. Contract 1.17 – Painting & Coatings
 - x. Contract 1.21 – Electrical & Low-Voltage
- c. Conduct an expedited Value Engineering exercise to modify the project with a goal of reducing the current overage by 20%. Focusing on those Contracts that are significantly over the Budget.
- d. Eliminate the Pre-Qualification Requirement prior to bidding. The Pre-Qualification will now be required prior to Contract Award.
- e. Re-Bid the Fire Station #1 project only in August targeting the 1st Village Board Meeting in September of 2014.
- f. Reject the bids for the Village Hall Renovation.
- g. Conduct a Value Engineering exercise on the Village Hall Renovation; focusing on all contracts.
- h. Re-Bid the Village Hall Renovation in the Winter of 2015 with a projected Construction Start Date of Late Spring 2015.

Encl.: VOPP Fire Station #1 and Village Hall Bid Tabulation Summary, Dated 07/15/14
 VOPP Fire Station #1 and Village Hall Breakout & Alternate Tabulation Summary, Dated 07/15/14



**Village of Pleasant Prairie
Fire Station No. 1 & Village Hall Renovation
Pleasant Prairie, WI**

**Bid Tabulation Summary
July 15, 2014**

Contract #	Description	Schematic Budget	CURRENT Bid Amount	Variance \$ (Over / (Under))	Variance % (Over / (Under))	FS#1 AWARD RECOMMENDATIONS - 07/15/14	Schematic Budget Fire Station	Variance (Over / (Under))
1.00	General Conditions & Staffing	\$ 414,262	\$ 414,262	\$ -	0.00%	\$ 261,545	\$ 261,545	\$ -
1.01	Selective Demolition	\$ 57,362	\$ 45,600	\$ (11,762)	-20.50%			
1.02	Excavation	\$ 65,781	\$ 102,260	\$ 36,479	55.46%	\$ 78,555	\$ 53,281	25,274
1.03	Cast-In-Place Concrete	\$ 235,789	\$ 332,430	\$ 96,641	40.99%	\$ 263,921	\$ 189,064	74,857
1.04	Precast Concrete	\$ 23,592	\$ 21,374	\$ (2,218)	-9.40%	\$ 21,374	\$ 21,374	0
1.05	Masonry	\$ 786,555	\$ 974,464	\$ 187,909	23.89%	\$ 120,822	\$ 120,822	0
1.06	Structural Steel & Miscellaneous Metals	\$ 360,370	\$ 338,000	\$ (22,370)	-6.21%	\$ 315,000	\$ 325,000	(10,000)
1.07	General Trades	\$ 498,548	\$ 515,133	\$ 16,585	3.33%	\$ 250,318	\$ 325,957	(75,639)
1.08	Not Used	\$ -	\$ -	\$ -				
1.09	Roofing & Sheet Metal & Metal Panels	\$ 438,202	\$ 519,611	\$ 81,409	18.58%			
1.10	Overhead Doors	\$ 122,701	\$ 122,701	\$ -	0.00%			
1.11	Aluminum Storefront, Windows, & Glazing	\$ 155,134	\$ 158,728	\$ 3,594	2.32%	\$ 109,693	\$ 120,469	(10,776)
1.12	Lt. Gage Framing, Lt. Gage Trusses, Insulation, & Gyp. Board	\$ 329,716	\$ 514,560	\$ 184,844	56.06%			
1.13	Tile Flooring	\$ 74,356	\$ 97,000	\$ 22,644	30.45%			
1.14	Acoustical Ceilings	\$ 26,887	\$ 23,235	\$ (3,652)	-13.58%			
1.15	Resinous (Epoxy) Flooring	\$ 38,900	\$ 48,821	\$ 9,921	25.50%			
1.16	Carpeting & Resilient Flooring	\$ 55,062	\$ 69,257	\$ 14,195	25.78%			
1.17	Painting & Coatings	\$ 70,855	\$ 66,483	\$ (4,372)	-6.17%			
1.18	Fire Protection	\$ 56,525	\$ 96,660	\$ 40,135	71.00%	\$ 57,986	\$ 44,750	13,236
1.19	Plumbing	\$ 254,750	\$ 268,000	\$ 13,250	5.20%	\$ 221,000	\$ 214,800	6,200
1.20	Mechanical	\$ 588,513	\$ 596,700	\$ 8,187	1.39%	\$ 513,850	\$ 482,550	31,300
1.21	Electrical & Low-Voltage	\$ 467,777	\$ 895,000	\$ 427,223	91.33%			
	SUBTOTAL	\$ 5,121,637	\$ 6,220,279	\$ 1,098,642	21.45%	\$ 2,214,064	\$ 2,159,612	\$ 54,452
	Contingency (2.5%)	\$ 399,916	\$ 155,507	\$ (244,409)	-61.12%	\$ 55,352	\$ 161,971	\$ (106,619)
	SUBTOTAL	\$ 5,521,553	\$ 6,375,786	\$ 854,233	15.47%	\$ 2,269,416	\$ 2,321,583	\$ (52,167)
	General Liability Insurance (0.75%)	\$ 41,259	\$ 47,818	\$ 6,559	15.90%	\$ 17,021	\$ 17,412	\$ (391)
	SUBTOTAL	\$ 5,562,812	\$ 6,423,604	\$ 860,792	15.47%	\$ 2,286,436	\$ 2,338,995	\$ (52,559)
	Construction Management Fee (2.0%)	\$ 107,757	\$ 128,472	\$ 20,715	19.22%	\$ 45,729	\$ 46,780	\$ (1,051)
	Preconstruction Services Fee (0.33%)	\$ 18,290	\$ 21,198	\$ 2,908	15.90%	\$ 7,545	\$ 7,719	\$ (173)
	SUBTOTAL	\$ 5,688,859	\$ 6,573,274	\$ 884,415	15.55%	\$ 2,339,710	\$ 2,393,493	\$ (53,783)
	Performance Bond - Overall	\$ 47,007	\$ 54,315	\$ 7,308	15.55%	\$ 19,333	\$ 19,777	\$ (444)
	TOTAL	\$ 5,735,866	\$ 6,627,589	\$ 891,723	15.55%	\$ 2,359,043	\$ 2,413,271	\$ (54,228)

Color Coding Key

No Official Bids Received, Received Late Faxed Bid (~\$70K Under Budget)

Recommendations for Award

\$ 3,376,823



**Village of Pleasant Prairie
Fire Station No. 1 & Village Hall Renovation
Pleasant Prairie, WI**

**Breakout & Alternate Tabulation Summary - Revised
July 15, 2014**

Fire Station #1 Breakout	Village Hall Breakout	ALT. #1 - NEW VILLAGE HALL ROOF	ALT. #2 - NEW VILLAGE HALL EAST WALLS	ALT. #3 - VILLAGE HALL IT ROOM RELOCATION	CM ALT. #1 - 100% PAYMENT & PERF. BOND	VOL. ALT. #1 - CHANGE PIPE BOLLARDS FROM SCH. 80 TO SCH. 40	VOL. ALT. #2 - ADD URETHANE TOP COAT TO EPOXY FLOORING	VOL. ALT. #3 - DEDUCT SPRINKLERS IN EAVES	VOL. ALT. #4 - DEDUCT SS TRENCH DRAIN GRATE COVERS
\$ 261,545	\$ 152,717								
\$ -	\$ 45,600	\$ -	\$ -	\$ -	\$ 641				
\$ 78,555	\$ 23,705	\$ -	\$ -	\$ -	\$ 1,595				
\$ 263,921	\$ 68,509	\$ -	\$ -	\$ -	\$ 3,846				
\$ 21,374	\$ -	\$ -	\$ -	\$ -	\$ 321				
\$ 855,479	\$ 118,985	\$ -	\$ 58,658	\$ -	\$ 9,108				
\$ 315,000	\$ 23,000	\$ -	\$ 5,150	\$ -	\$ 5,070	\$ (4,600)			
\$ 250,318	\$ 264,815	\$ -	\$ (23,882)	\$ -	\$ 6,413				
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
\$ 471,836	\$ 47,775	\$ 63,756	\$ -	\$ -	\$ 5,836				
\$ 122,701	\$ -	\$ -	\$ -	\$ -	\$ 2,454				
\$ 109,693	\$ 49,035	\$ -	\$ -	\$ -	\$ 2,200				
\$ 385,100	\$ 129,460	\$ -	\$ -	\$ -	\$ 3,750				
\$ 84,000	\$ 13,000	\$ -	\$ -	\$ -	\$ 1,950				
\$ 14,640	\$ 8,595	\$ -	\$ -	\$ -	\$ 530				
\$ 48,821	\$ -	\$ -	\$ -	\$ -	\$ 1,221		\$ 6,216		
\$ 26,761	\$ 42,496	\$ -	\$ -	\$ -	\$ 1,385				
\$ 47,698	\$ 18,785	\$ -	\$ -	\$ -	\$ 997				
\$ 57,986	\$ 38,674	\$ -	\$ -	\$ -	\$ 728			Not Included	\$ (14,000)
\$ 221,000	\$ 47,000	\$ 2,000	\$ -	\$ -	\$ 2,950				
\$ 513,850	\$ 82,850	\$ 3,000	\$ -	\$ -	\$ 6,564				
\$ 636,000	\$ 259,000	\$ 3,500	\$ 3,000	\$ (15,000)	\$ 8,950				
\$ 4,786,278	\$ 1,434,001	\$ 72,256	\$ 42,926	\$ (15,000)	\$ 66,509	\$ (4,600)	\$ 6,216	\$ -	\$ (14,000)
\$ 119,657	\$ 35,850	\$ 1,806	\$ 1,073	\$ (375)	\$ 1,663	\$ (115)	\$ 155	\$ -	\$ (350)
\$ 4,905,935	\$ 1,469,851	\$ 74,062	\$ 43,999	\$ (15,375)	\$ 68,172	\$ (4,715)	\$ 6,371	\$ -	\$ (14,350)
\$ 36,795	\$ 11,024	\$ 555	\$ 330	\$ (115)	\$ 511	\$ (35)	\$ 48	\$ -	\$ (108)
\$ 4,942,729	\$ 1,480,875	\$ 74,618	\$ 44,329	\$ (15,490)	\$ 68,683	\$ (4,750)	\$ 6,419	\$ -	\$ (14,458)
\$ 98,855	\$ 29,617	\$ 1,492	\$ 887	\$ (310)	\$ 1,374	\$ (95)	\$ 128	\$ -	\$ (289)
\$ 16,311	\$ 4,887	\$ 246	\$ 146	\$ (51)	\$ 227	\$ (16)	\$ 21	\$ -	\$ (48)
\$ 5,057,895	\$ 1,515,379	\$ 76,356	\$ 45,362	\$ (15,851)	\$ 70,283	\$ (4,861)	\$ 6,569	\$ -	\$ (14,794)
\$ 41,793	\$ 12,522	\$ 631	\$ 375	\$ (131)	\$ 581	\$ (40)	\$ 54	\$ -	\$ (122)
\$ 5,099,688	\$ 1,527,901	\$ 76,987	\$ 45,737	\$ (15,982)	\$ 70,864	\$ (4,901)	\$ 6,623	\$ -	\$ (14,917)

\$ 4,516,858	\$ 1,219,008	SD Budget
\$ 582,830	\$ 308,893	Variance \$
12.90%	25.34%	Variance %

RESOLUTION #14-23

**RESOLUTION DECLARING INTENT TO
REJECT CERTAIN BIDS RECEIVED FOR THE CONSTRUCTION OF
FIRE STATION NO. 1 AND VILLAGE HALL RENOVATION PROJECT**

WHEREAS, the Village of Pleasant Prairie advertised for a multitude of bids for the construction of Fire Station No. 1 and the Village Hall Renovation project; and

WHEREAS, numerous requests for bids were issued and twenty-nine bids were received.

WHEREAS, the sealed bids received were opened and read aloud on July 9, 2014 at 2:30 p.m.; and

WHEREAS, after a review of the bids received, it has been determined the following bids are to be rejected as they exceeded the estimated budget for the nature of the work and there were not enough bids received to properly evaluate the market and bidding environment:

- Contract 1.05 - Masonry (Less Materials Purchases)
- Contract 1.09 - Roofing & Sheet Metal & Metal Panels
- Contract 1.10 - Overhead Doors
- Contract 1.12 - Light Gag Farming, Trusses, Gypsum Board
- Contract 1.13 - Tile Flooring
- Contract 1.14 - Acoustical Ceilings
- Contract 1.15 - Resinous (Epoxy Flooring)
- Contract 1.16 - Carpeting & Resilient Flooring
- Contract 1.17 - Painting & Coatings
- Contract 1.21 - Electrical & Low-Voltage

NOW, THEREFORE, BE IT RESOLVED that the Village Board of Trustees of the Village of Pleasant Prairie hereby rejects the bids listed above and directs the Village Administrator to start the process to solicit new bids for the aforementioned contracts.

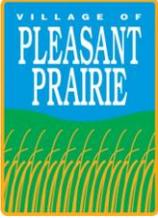
Passed and adopted this 21st day of July, 2014.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted: _____



MEMO

TO: Mike Pollocoff/Village Administrator

CC: Jane Romanowski/Village Clerk

FROM: Mike Spence/Village Engineer

DATE: July 14, 2014

SUBJ: Professional Services Agreement Professional Geotechnical Engineering Services-Fire Station #1

ATTACH: Gestra Contract

The proposed Fire Station #1 building will be approximately 15,775 square feet with an approximate 1,834 square feet mezzanine. It will have a structural steel frame with cast in place concrete foundations, walls, and piers. The mezzanine will be precast plank with a 3 inch topping.

This work requires construction materials testing. Gestra Engineering, Inc. out of Kenosha did the initial soils testing and geotechnical report for the project. They submitted a proposal to provide soil observation and testing, concrete sampling and testing, and structural steel inspection for the new Fire Station #1 building.

The contract with the scope of work is attached and includes:

1. Observe base of building shallow spread foundation excavations. Where accessible, they will conduct hand auger probes, hand penetrometer and/or dynamic cone penetrometer tests to verify the soil conforms to that recommended to support the designed net allowable bearing capacity of 3,500 psf.
2. Observe proof rolls of the slab on grade subgrade and make corrective recommendations in unstable areas.
3. Perform concrete sampling in general accordance with ASTM C172. The scope of this work includes performing slump, air content, and temperature tests and casting a set of four test cylinder specimens for the first 25 cubic yards and then an addition set for each additional 50 cubic yards. This proposal assumes all placements will be between 25 and 75 cubic yards per placement for each type of concrete delivered to the site each day. Two test cylinders will be tested at 7 days and two at 28 days. Cylinders will be initially cured on site and then returned to our laboratory for curing and compression testing.
4. Accessible structural steel welds will be 100% visually inspected according to AWS-D1.1.

Gestra Engineering Inc. is qualified to perform these services. I recommend that the contract be executed with Gestra Engineering, Inc. to perform these services for \$11,834.00.



GESTRA Engineering, Inc.
5732 95th Avenue, Suite 100
Kenosha, WI 53144
Phone: (262) 925-1885
Fax: (262) 925-1888

July 10, 2014

Mr. Michael Spence, PE
Village Engineer
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Subject: Construction Materials Testing Proposal
Proposed Pleasant Prairie Fire Station #1
Springbrook Road & 39th Avenue
Pleasant Prairie, Wisconsin
GESTRA Proposal #KP14023-40

Dear Mr. Spence,

GESTRA Engineering, Inc. (GESTRA) appreciates the opportunity to provide you with this proposal for the Construction Materials Testing services for the proposed Fire Station #1 at 3801 Spring Brook Road in Pleasant Prairie, Wisconsin. The following proposal outlines the project description as we understand it and the scope of work to be performed, and fees for performing the services. Our proposal is based on our review of the project plans and specifications, the project geotechnical report prepared by GESTRA (project #K14010-10), discussions with Duke of Oakes & Sons, Inc., and experience from similar projects.

Project Description

The proposed Fire Station #1 building will be approximately 15,775 square feet with an approximate 1,834 square feet mezzanine. It will have a structural steel frame with cast in place concrete foundations, walls, and piers. The mezzanine will be precast plank with a 3 inch topping. Our work will be limited to the area of the new Fire Station #1 building and will include soil observation and testing, concrete sampling and testing, and structural steel inspection for the new Fire Station #1 building only.

Any work included in the 39th Avenue Improvements Project (Village Hall Renovation and Sitework) including, but not limited to, parking lots, driveways, detention/retention pond, foundation replacement, and structural steel is not included in our scope of work.

For purposes of this proposal, we have estimated the following using our previous experience on similar projects. *If this estimated schedule does not match with your planned schedule, please let us know immediately so we may adjust our estimate.*

Fire Station #1

• Foundation Excavation	8 days
• Slab on Grade Subgrade Proof Roll Observation	3 proof rolls
• Concrete Foundation, Foundation Wall, & Pier Placements	15 placements
• Concrete Slab on Grade Placements	2 placements
• Apparatus Room Concrete Slab on Grade Placement	1 placement
• Foundation and Slab Subgrade Backfill	4 days
• Precast Topping	1 placement
• Structural Steel and Joist Erection	4 days

Scope of Work for Construction Materials Engineering and Testing Services

Based on our understanding of the project, we anticipate the scope of work to be performed by GESTRA will consist of the following. We recommend our scope be reviewed prior to authorizing our services to confirm it is consistent with the project expectations.

1. Observe base of building shallow spread foundation excavations. Where accessible, we will conduct hand auger probes, hand penetrometer and/or dynamic cone penetrometer tests to verify the soil conforms to that recommended to support the designed net allowable bearing capacity of 3,500 psf.
2. Observe proof rolls of the slab on grade subgrade and make corrective recommendations in unstable areas.
3. Perform concrete sampling in general accordance with ASTM C172. The scope of this work includes performing slump, air content, and temperature tests and casting a set of four test cylinder specimens for the first 25 cubic yards and then an addition set for each additional 50 cubic yards. This proposal assumes all placements will be between 25 and 75 cubic yards per placement for each type of concrete delivered to the site each day. Two test cylinders will be tested at 7 days and two at 28 days. Cylinders will be initially cured on site and then returned to our laboratory for curing and compression testing.
4. Accessible structural steel welds will be 100% visually inspected according to AWS-D1.1.

Field Organization

Ms. Lauren Gliniecki will be the project manager. Ms. Gliniecki will coordinate testing services during the tenure of the project. Her primary responsibilities will include the quality control of GESTRA's testing services and will be the client contact during all phases of the construction process.

GESTRA personnel will prepare daily reports when field work or sample pickups are performed. These field reports will be presented to the field superintendent for review of the test results or work performed and to receive their acknowledgement of the work performed and the results.

Our services will be performed as scheduled by your designated site representative. In order to provide timely coverage of the project, GESTRA requests a minimum of a 24 hour notice when our services are needed on-site. Calls for scheduling of personnel received the same day may require additional project management charges as deemed necessary to meet this request. Based upon prior scheduled commitments, service may not be available if requests are received the same day services are required. GESTRA is not responsible for tests not performed or liabilities associated with tests that are not performed due to a failure to schedule our services by our client.

Fees

The estimated fee for the services outlined in the above proposal for Fire Station #1 is **\$11,834.00**. The actual compensation will be in accordance with the attached Fee Schedule. A spreadsheet providing a breakdown of the above estimate is attached. The actual fees are dependent upon factors which GESTRA cannot control such as the contractor schedule, actual site conditions and material delays.

Our services will be invoiced on a monthly basis. Our estimate does not include weekend/holiday or overtime for more than 8 hours of work performed per day. Should the contractor's schedule require more than 8 hours per day or weekend/holiday work, overtime premiums will be charged in accordance with the attached Fee Schedule.

GESTRA appreciates the opportunity to provide this proposal. If you have any questions concerning this proposal or if we can be of any further service to you, please contact me at 414-933-7444, extension 19.

Sincerely,

GESTRA Engineering, Inc.



John Davies
Project Manager

Statement of Authorization

_____ (company) hereby authorizes GESTRA Engineering, Inc. to proceed with the Construction Materials Testing Services for the proposed New Fire Station #1 in Pleasant Prairie, Wisconsin in accordance with the terms and scope of the attached proposal.

Authorized by: _____

Signature: _____

Title: _____



5732 95th Avenue Suite 100
 Kenosha, WI 53144
 P (262) 925-1885
 F (262) 935-1888

Breakdown of Services for Construction Material Testing

Project: Pleasant Prairie New Fire Station #1
 Quote To: Village of Pleasant Prairie Mr. Michael Spence
 Date: July 10, 2014 GESTRA #KP14024-40
 Site Location: Pleasant Prairie, Wisconsin Estimated by: JWD
 Mileage r/t: 16 Checked by: LAG

Excavation Observation & Soil Testing-Fire Station #1

	Unit	Qty	Unit Rate	Total Est.	Assume:
Sr. Technician	Hour	33	\$50.00	\$1,650.00	8 visits of three hours for shallow strip and pad foundations excavation observations, and 3 visits of three hours for proof roll observations by a Sr. Engineering Technician. Four 4 hour days for backfill testing of the building pad and aggregate base by an Engineering Technician II.
Technician II	Hour	16	\$40.00	\$640.00	
Mileage	Miles	240	\$0.75	\$180.00	
Modified Proctor	Each	2	\$150.00	\$300.00	
Nuc Density Gauge	Day	4	\$40.00	\$160.00	
Total				\$2,930.00	

Concrete Sampling and Testing-Fire Station #1

	Unit	Qty	Unit Rate	Total Est.	Assume:
Eng. Tech. II	Hour	81	\$40.00	\$3,240.00	15 placements for shallow foundations, piers, and walls at four hours and 2 samples each, and 4 slab placements (including mezzanine topping) at four hours and two samples each. 19 visits for cylinder pickups (at .5 hr each.) 4 cylinders per set.
Mileage	Mile	608	\$0.75	\$456.00	
Compression Test	Each	152	\$12.00	\$1,824.00	
Cylinder Molds	Each	152	\$2.00	\$304.00	
Total				\$5,824.00	

Structural Steel Inspection-Fire Station #1

	Unit	Qty	Unit Rate	Total Est.	Assume
CWI	Hour	16	\$95.00	\$1,520.00	Four 4 hour visits to visually inspect welded connections by a Certified Weld Inspector. 60 miles per visit.
Mileage	Mile	240	\$0.75	\$180.00	
Total				\$1,700.00	

Project Management-Fire Station #1

	Unit	Qty	Unit Rate	Total Est.	Assume
Project Mgmt	Hour	8	\$85.00	\$680.00	For project oversight, timely review and submission of reports.
Project Meetings	Hour	4	\$85.00	\$340.00	
Clerical/Reporting	Hour	10	\$36.00	\$360.00	
Total				\$1,380.00	

Total Estimated Construction Material Engineering/Testing-Fire Station #1

\$11,834.00

This quotation is an estimate and is not a lump sum. GESTRA reserves the right to charge for services as performed according to the attached fee schedule. A 3 hour daily minimum will be charged for field work, unless noted.

Quotation Prepared By:

John Davies; Project Manager

Print Name and Position

Signature

July 10, 2014

Date



GESTRA Engineering Inc.

5732 95th Avenue, Suite 100
Kenosha, WI 53144
P (262) 925-1885
F (262) 925-1888

Construction Materials Testing Projects 2014 Schedule of Fees

<u>PERSONNEL RATES</u>	<u>Unit Rate</u>	
1. Principal Engineer	\$150.00/	Hour
2. Professional Engineer / Senior Engineer	\$105.00/	Hour
3. Project Engineer / Project Manager	\$85.00/	Hour
4. Certified Weld Inspector	\$95.00/	Hour
5. Staff Engineer	\$75.00/	Hour
6. Senior Engineering Technician	\$50.00/	Hour
7. Technician II	\$40.00/	Hour
8. Technician I	\$36.00/	Hour
9. CADD Designer	\$75.00/	Hour
10. Clerical/Word-processing	\$36.00/	Hour
LABORATORY SOIL TESTING		
1. Standard Proctor (ASTM:D698)	\$140.00/	Each
2. Modified Proctor (ASTM:D1557)	\$150.00/	Each
3. Grain Size – Dry Sieve (ASTM C136 or portion of D422)	\$75.00/	Each
4. P200 Wash Sieve (ASTM C117 or ASTM:D1140)	\$35.00/	Each
5. Particle-Size Analysis with Hydrometer (ASTM:D422)	\$125.00/	Each
6. Atterberg Limits (ASTM:D4318)	\$60.00/	Each
7. Unconfined Compressive Strength (ASTM:D2166)	\$50.00/	Each
8. CBR California Bearing Ratio (ASTM:D1883)	\$500.00/	Each
9. Loss on Ignition/Organic Content (ASTM:D2974)	\$25.00/	Each
10. Moisture Content (ASTM:D2216)	\$7.00/	Each
11. Constant Head Permeability (ASTM:D2434)	\$250.00/	Each
12. Falling Head Permeability (ASTM:D5084)	\$265.00/	Each
13. Unified Soil Classification (ASTM D2487)	\$10.00/	Each
14. Consolidation Test (ASTM:2435)	\$500.00/	Each
15. Specific Gravity for Fine Aggregate (ASTM C127)	\$100.00/	Each
CONCRETE AND AGGREGATE TESTING		
1. Field Sampling and Testing	Personnel Rates	
2. Concrete Cylinder Compression Test (ASTM:C39)	\$12.00/	Each
3. Concrete Cylinder Compression Test-cylinders cast by others	\$25.00/	Each
4. Concrete Core Compression Test (ASTM:C42)	\$30.00/	Each + prep time
5. Mechanical Analysis (ASTM:C117 and C136)	\$100.00/	Each
6. Unit Weight and % Void (ASTM:C29)	\$40.00/	Each
7. Coring of In-place Concrete	Personnel Rates	
8. 6" x 12" Disposable Cylinder Molds	\$2.00/	Each
9. 3" x 6" Disposable Cylinder Molds	\$1.00/	Each

General Conditions

1. Scope of Work: GESTRA Inc. (hereinafter referred to as “GESTRA”) shall include said company or its particular division, subsidiary or affiliate performing the work. “Work” means the specific geotechnical, analytical, testing, consulting or other service to be performed by GESTRA as set forth in GESTRA’s proposal, the client’s acceptance thereof if accepted by GESTRA and these General Conditions. “Client” refers to the person or business entity ordering the work to be done by GESTRA. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of the said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client’s intended purpose. Client will communicate these General Conditions to each and every third party to whom the client transmits any part of GESTRA’s work. GESTRA shall have no duty or obligations to any third party greater than that set forth in GESTRA’s proposal, client’s acceptance thereof and these General Conditions. The ordering of work from GESTRA shall constitute acceptance of the terms of GESTRA’s proposal and these General Conditions.

2. Tests and Engineering Observations: Client shall cause all tests and engineering observations of the site, materials and work performed by GESTRA or others to be timely and properly performed in accordance with the plans, specifications, and contract documents and GESTRA’s recommendations. No claims for loss, damage, or injury shall be brought against GESTRA by client or any third party unless all tests and engineering observations have been so performed and unless GESTRA’s recommendations have been followed. Client agrees to indemnify, defend and hold GESTRA, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney’s fees in the event that all such tests and engineering observations are not so performed or GESTRA’s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GESTRA, its officers, agents or employees, subject to the limitation contained in paragraph 9. GESTRA may, in the course of its engineering forensic failure studies perform cuts or remove portions of building components as part of the study. In the event that a contractor is not so provided by client, client agrees that GESTRA may make and remove such cuts as GESTRA deems necessary in the course of the study. Cut areas will be temporarily patched by GESTRA personnel. Client agrees to pay for the costs of the materials and labor needed for any and all temporary repairs and will hold GESTRA harmless for any and all damages to the building systems, building and its contents which may arise for the removal and repair of the cuts.

3. Scheduling of Work: The services set forth in GESTRA’s proposal and client’s acceptance will be accomplished in a timely, workmanlike and professional manner by GESTRA personnel at the prices quoted. If GESTRA is required to delay commencement of the work or if, upon embarking upon its work, GESTRA is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of GESTRA, additional charges will be applicable and payable by client.

4. Access to Site: Client will arrange and provide such access to the site as is necessary for GESTRA to perform the work. GESTRA shall make reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GESTRA has not included in its fee the cost of restoration of damage which may occur. If client desires or requires GESTRA to restore the site to its former condition, upon written request GESTRA will perform such additional work as is necessary to do so and client agrees to pay to GESTRA the cost thereof.

5. Client’s Duty to Notify Engineer: Client represents and warrants that he has advised GESTRA of any known or suspected hazardous materials, utility lines and pollutants at any site at which GESTRA is to do work hereunder, and unless GESTRA has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save GESTRA harmless from all claims, suites, losses, costs and expenses, including reasonable attorney’s fees as a result of personal injury, death or property damage occurring with respect to GESTRA’s performance of its work and resulting to caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed GESTRA by client.

6. Responsibility: GESTRA’s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction unless GESTRA has assumed in writing these responsibilities. GESTRA’s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contact documents. GESTRA has no right or duty to stop the contractor’s work.

7. Sample Disposal: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of GESTRA’s report.

8. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amount invoiced an not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the

maximum interest rate permitted under applicable law), until paid. Client agrees to pay GESTRA 's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. GESTRA shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein GESTRA waives any rights to a mechanic's lien, or any provision conditioning GESTRA 's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, when required, that GESTRA shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of GESTRA from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. Standard of Care: GESTRA 's services will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, GESTRA will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the same locale. No other warranties or representations, either express or implied, created by statute or imposed by law, relating to GESTRA 's services is provided. Statements made in GESTRA reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should GESTRA or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any express or implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon GESTRA 's work agree that the maximum aggregate amount of the liability of GESTRA , its officers, employees and agents shall be limited to \$25,000 or the total amount of the fee paid to GESTRA for its work performed with respect to the project, whichever amount is greater.

10. Indemnity: Subject to the foregoing limitations, GESTRA agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of GESTRA 's negligence to the extent of GESTRA 's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suite, cause of action, claim or counterclaim against GESTRA, the party initiating such action shall pay to GESTRA the costs and expensed incurred by GESTRA to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that GESTRA shall prevail in such suit.

11. Termination: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, GESTRA shall be compensated by client for all services performed up to and including the termination date, including reimbursable expense, and for the completion of such services and records as are necessary to GESTRA 's files in order and/or protect its professional reputation.

12. Witness Fees: GESTRA 's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay GESTRA 's legal expenses, administrative costs and fees pursuant to GESTRA 's then current fee schedule to GESTRA to respond to any subpoena.

13. Hazardous Materials: Nothing contained within this agreement shall be construed or interpreted as requiring GESTRA to assume the status of an owner of, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, storage, treatment and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

14. Provisions Severable: In the event any of the provisions of these General conditions should be found to unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

15. Entire Agreement: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertaking made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

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14. Provisions Severable: In the event any of the provisions of these General conditions should be found to unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

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Purchase Order

Fiscal Year 2014

Page 1 of 1

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

Purchase Order # **1402244-00**

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

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GESTRA ENGINEERING INC
1626 W FOND DU LAC AVE
MILWAUKEE WI 53205

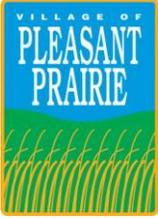
**S
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Village of Pleasant Prairie
9915 39th Ave
Pleasant Prairie WI 53158

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
414-933-7444				3851		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
07/15/2014	1012					Engineering	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	Gestra construction materials The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Construction materials testing for Fire Station #1			1.0	Each	\$11,834.000	\$11,834.00

By *Michael Deery*
Village Administrator

PO Total **\$11,834.00**



MEMO

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

TO: Mike Pollocoff/Village Administrator

CC: Jane Romanowski/Village Clerk

FROM: Mike Spence/Village Engineer

DATE: July 14, 2014

SUBJ: Professional Services Agreement-Clark Dietz
Design and Bidding Related Services for the Reconstruction and Expansion of the
Terwall Terrace Parking Lot-West of the new Park and Ride Lot

ATTACH: Clark Dietz Contract
Conceptual Parking Figures (2)

The area adjacent to the ball diamonds and pavilion south of Terwall Terrace is planned to be reconstructed and expanded to allow for additional parking for Rec Plex events. The Village Engineering Department has developed a conceptual design for this project. See attached figures.

The improvements will include curb and gutter and a new layout. In addition, the existing gravel area parking area adjacent to the parking lot will be improved with asphalt pavement, curb and gutter.

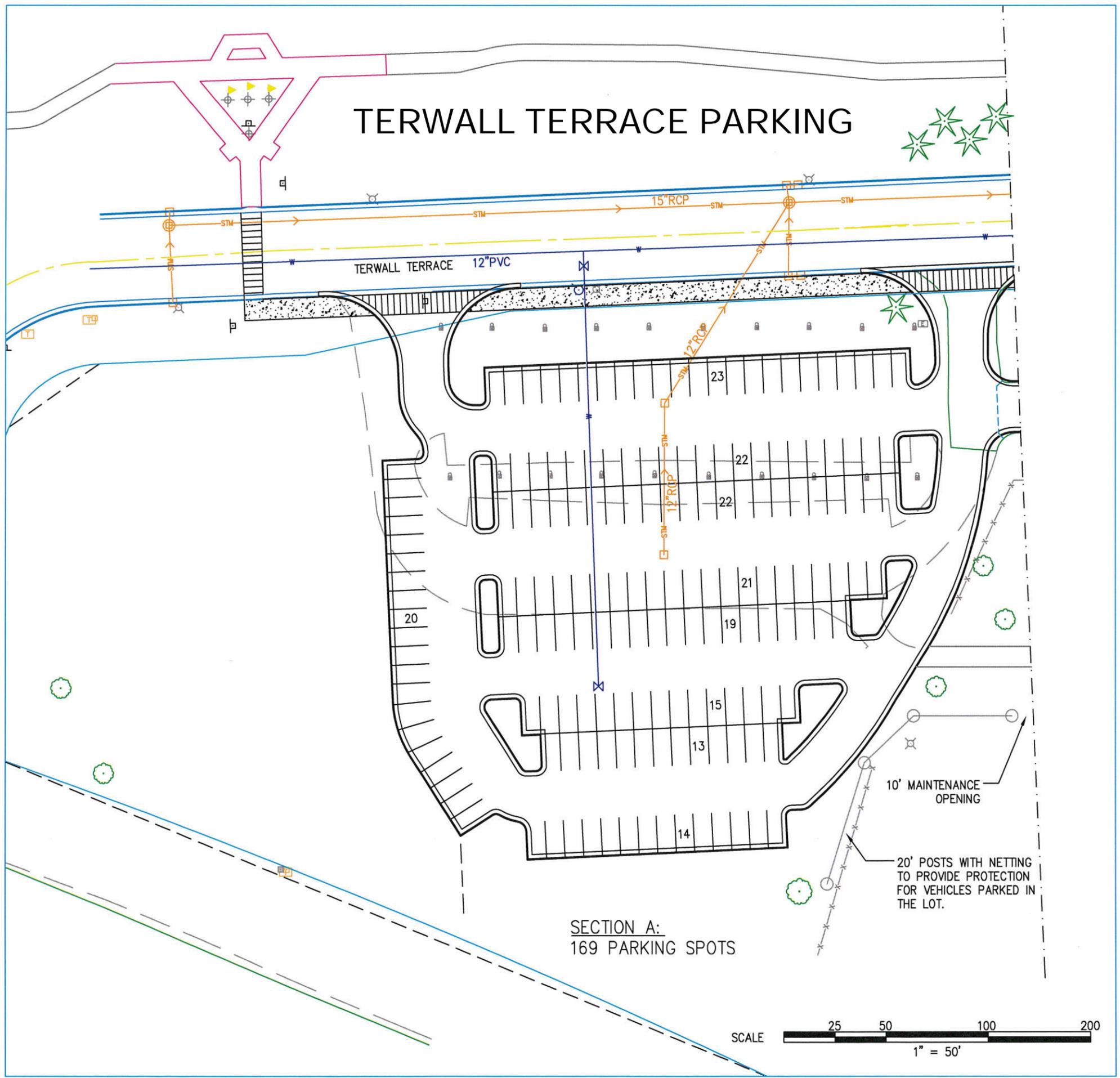
I received proposals from 4 professional engineering firms to complete the design of this project. The proposal received from Clark Dietz Engineers was the most comprehensive and had the best value for services.

The scope of work includes:

- Topographic Survey;
- Preliminary and Final Design;
- Stormwater Management Plan;

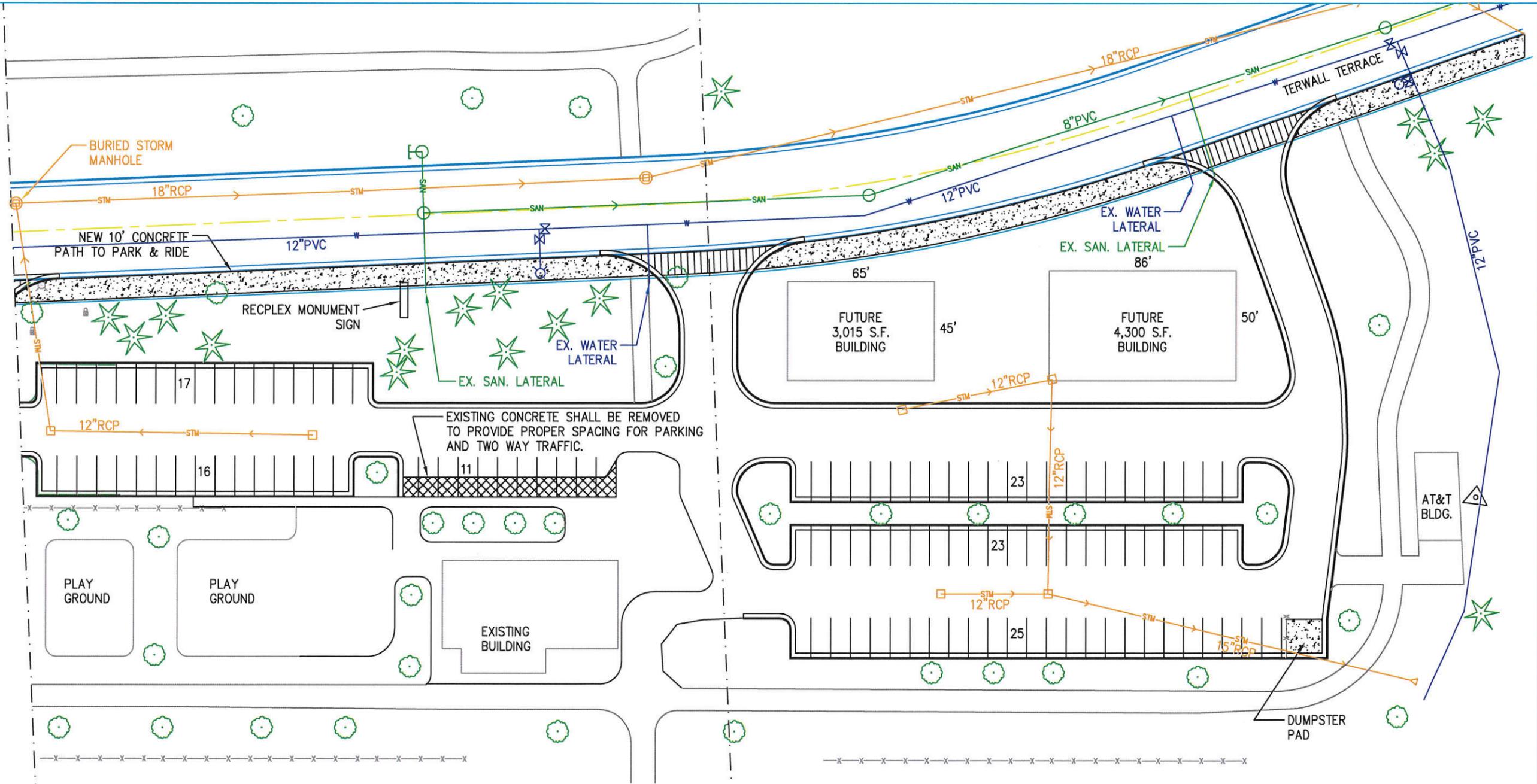
The total fee for these services is \$28,500. Clark Dietz is qualified and has successfully provided these services on other projects for the Village. I recommend that the contract be executed with Clark Dietz, Inc. to perform these services.

TERWALL TERRACE PARKING



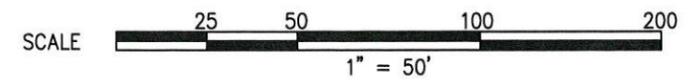
SECTION A:
169 PARKING SPOTS

SCALE 25 50 100 200
1" = 50'



SECTION B:
44 PARKING SPOTS

SECTION C:
71 PARKING SPOTS



PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Terwall Terrace Parking Lot Expansion

This Agreement is by and between

The Village of Pleasant Prairie ("Client")

9915 39th Avenue
Pleasant Prairie, WI 53158

and

Clark Dietz, Inc. ("Clark Dietz")

759 North Milwaukee Street, Suite 624
Milwaukee WI 53202

Who agree as follows:

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

Agreed to by Client

By: _____

Name: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

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

Title: Vice - President

Date: _____

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Client is retaining Clark Dietz to provide design and bidding related services for the expansion and reconstruction of the Terwall Terrace Parking Lot at the Pleasant Prairie RecPlax.

The existing parking lot will be reconfigured to allow for future buildings along Terwall Terrace. The improvements will include curb and gutter and a new layout. In addition, the existing gravel parking area adjacent to the parking lot will be improved with asphalt pavement, curb and gutter. Due to the size of the project, Total Suspended Solids removal practices will be implemented.

B. Scope

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

1. Topographic Survey

Prepare design survey with topographic and utility data for the project site. Survey will include topographic data referenced to state plane coordinates and NGVD. Storm sewer locations and invert elevations, utility locations, existing pavements and tree locations will be obtained.

2. Preliminary Design

Using conceptual design layout, evaluate the drainage areas on the project site and identify and evaluate alternative storm water management facilities needed to limit peak flows and reduce total suspended solids (TSS).

Present stormwater alternatives and recommendations to the Village.

Based on Village direction for stormwater management, prepare preliminary design consisting of the following:

- Title and Typical Section sheets
- Overall Site Paving plan
- Overall Grading plan
- Overall Storm Sewer plan
- Approximate quantities and opinion of probable construction cost

Submit preliminary design to Village for review. Meet with the Village to discuss any review comments and potential revisions.

3. Stormwater Management Plan

Prepare a stormwater management plan based on the preliminary site plan and consistent with the Village and WDNR stormwater requirements.

Design the appropriate facilities to provide peak flow reduction and pollutant removals for the proposed site development.

4. Final Design

Based on Village review comments, prepare construction plans including the following additional drawings:

- Construction detail sheets
- Site / Paving / Pavement Marking Plans (5 sheets)
- Grading Plan (5 sheets)
- Storm Sewer Plans
- Erosion Control Plan
- Stormwater Management Facility Plans
- Landscaping Plans

Prepare specifications and bid documents suitable for the Village to receive public bids.

Prepare a stormwater management plan based on the final design and consistent with the Village and WDNR stormwater requirements.

Prepare an opinion of the probable construction cost.

Assist the Village with advertisement and distribution of bid documents to bidders.

Respond to bidder questions and assist the Village in reviewing bids received.

C. Schedule

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

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

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

E. Electronic Data Format

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

PART II
CLIENT'S RESPONSIBILITIES

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

**PART III
COMPENSATION**

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed **\$28,500.00**, and shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

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

**PART IV
EQUAL EMPLOYMENT OPPORTUNITY**

WISCONSIN CLAUSE

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

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS

Page 2 of 2

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

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

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

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

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

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

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

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

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

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

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

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

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

2014

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

Notes:

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

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

2014

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

Notes:

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



Purchase Order

Fiscal Year 2014

Page 1 of 1

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

Purchase Order # **1402235-00**

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

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CLARK DIETZ INC
125 W. CHURCH ST.
CHAMPAIGN IL 61820

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

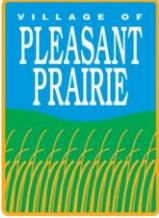
Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
217-373-8900	217-373-8923	3853	Francine Hooper

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
07/15/2014	498			Engineering

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	Park and Ride Terwall Terrace The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Terwall Terrace Parking Lot Expansion	1.0	Each	\$28,500.000	\$28,500.00

By *Michael Deery*
Village Administrator

PO Total	\$28,500.00
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MEMO

TO: Mike Pollocoff/Village Administrator

CC: Jane Romanowski/Village Clerk

FROM: Mike Spence/Village Engineer

DATE: July 14, 2014

SUBJ: Construction Contract Kenosha Grounds Care
Install Remaining Street Trees Creekside Crossing Addition 1

ATTACH: Kenosha Grounds Care Bid Form
Overall Location Figure

Two bids were received to install the remaining 52 street trees and a landscape island planting in the Creekside Crossing Addition 1 Development. The trees to be installed are in accordance with the approved landscaping plan for the development. I received bids from Kenosha Groundscare for \$18,706.00 and from Breezy Hill in the amount of \$20,068.51.

Attached is the low bid submitted by Kenosha Grounds Care.

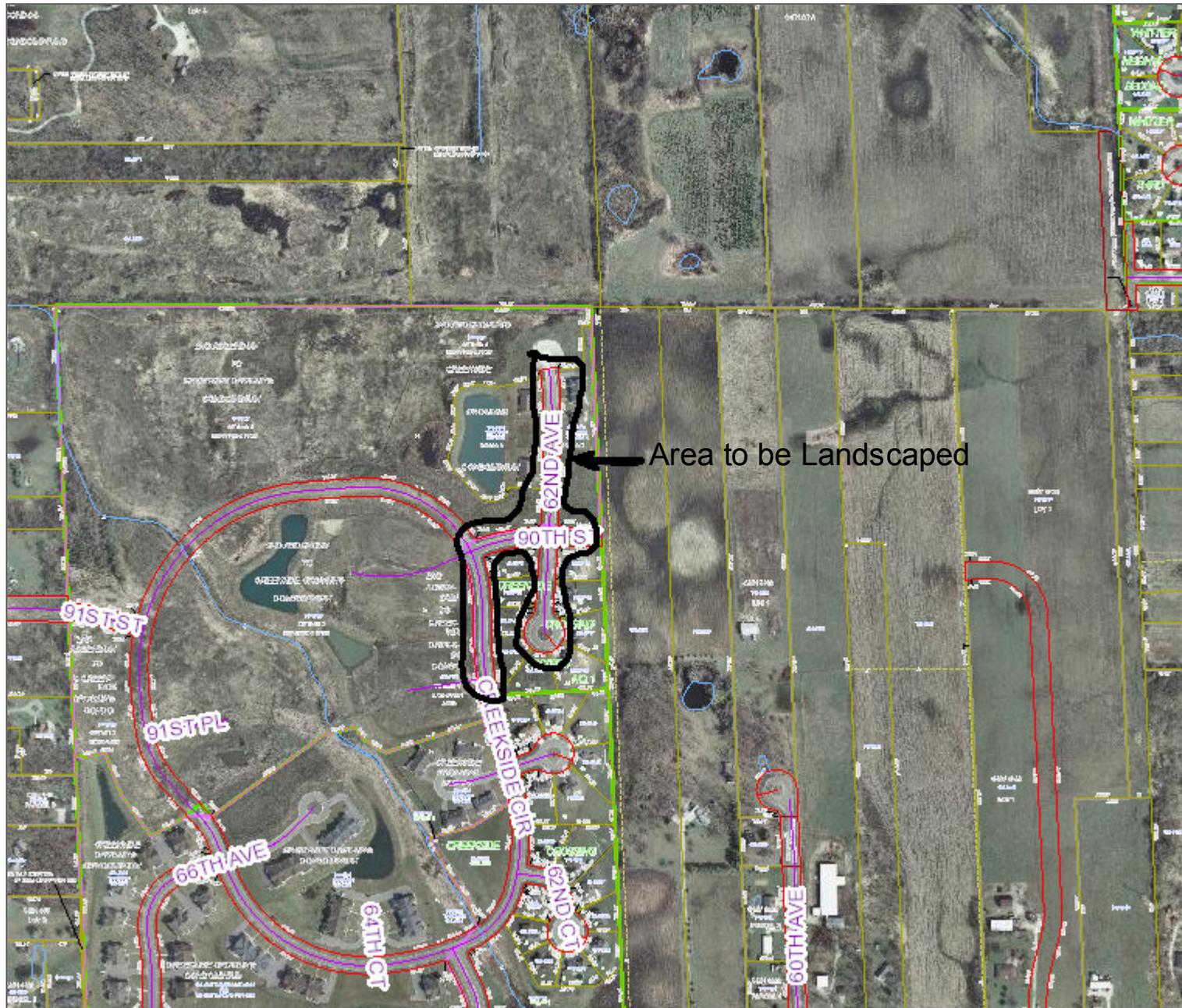
Kenosha Grounds Care is prequalified to perform landscaping work in the Village. They do excellent work and I recommend the Contract for the installation of the Creekside Crossing street trees in the amount of \$18,706.00 be executed.

Creekside Crossing Landscaping



Legend

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



Area to be Landscaped



1 inch = 553 feet

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

Date Printed: 7/14/2014

3. Contractor will complete the Work in accordance with the Request for Proposal Documents for the following price(s):

UNIT PRICE SCHEDULE

<u>Estimated Quantity & Item</u>	<u>Unit Price</u>	<u>Total</u>
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Creekside Crossing Addition No. 1 Subdivision Street Tree Planting

1. 11 each, Red Sunset Maple (Acer Rebrum), furnished and installed as specified, at a unit price of:

<u>three hundred twenty seven</u> Dollars and <u>zero</u> cents per each.	(\$ <u>327.00</u>) / EA	(\$ <u>3,597.00</u>)
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2. 12 each, Little Leaf Linden (Tilia Cordata), furnished and installed as specified, at a unit price of:

<u>three hundred twenty seven</u> Dollars and <u>zero</u> cents per each.	(\$ <u>327.00</u>) / EA	(\$ <u>3,924.00</u>)
--	--------------------------	-----------------------

3. 12each, Honeylocust (Glidista Triacanthos), furnished and installed as specified, at a unit price of:

<u>three hundred forty two</u> Dollars and <u>zero</u> cents per each.	(\$ <u>342.00</u>) / EA	(\$ <u>4,104.00</u>)
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4. 12 each, Autumn Blaze Maple (Acer x freemanii), furnished and installed as specified, at a unit price of:

<u>three hundred sixty five</u> Dollars and <u>zero</u> cents per each.	(\$ <u>365.00</u>) / EA	(\$ <u>4,380.00</u>)
--	--------------------------	-----------------------

Estimated Quantity & Item

Unit Price

Total

5. 5 each, Kentucky Coffeetree (*Gymnocladus dioicus*), furnished and placed as specified, at a unit price of:

three hundred seventy two

Dollars and zero cents per each.

(\$ 372.00) / EA

(\$ 1,860.00)

6. 1 lump sum, cul de sac landscaping as listed on plan.

Eight hundred forty one

Dollars and zero cents lump sum.

(\$ 841.00) / LS

(\$ 841.00)

TOTAL – ITEMS 1 THROUGH 6:

\$ 18,706.00

4. The following documents are attached to and made a condition of this Bid:

- a. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Proposal.

5. Proposal Submitted on July 8, 2014.

I HEREBY CERTIFY that I/we have examined and carefully prepared this Proposal from the Request for Proposal Documents and have checked the same in detail before submitting this Proposal, and that all statements herein are made on behalf of:

An Individual:

Name (typed or printed): _____

Doing business as _____ (firm name)

State of Registration: _____

Business Address: _____

Phone No.: _____

A Partnership:

By: _____ (firm name)

State of Registration: _____

By (typed or printed): _____ (General Partner)

Business Address: _____

Phone No.: _____

A Corporation:

By: Kenosha Grounds Care Inc. _____ (Corporation Name)

State of Incorporation: Wisconsin _____

By (typed or printed): Richard J. Oserson _____ (Authorized Person to Sign)

Title: President _____

Attest (Signature): [Signature] _____ (Corporate Seal)
(Corporate Secretary) President

Business Address: 8300 88th. AVE. _____

Pleasant Prairie, WI. 53158 _____

Phone No.: 262.694.8960 _____



A Joint Venture:

Joint Venture Name: _____ (SEAL)

By (typed or printed): _____ (Name)

_____ (Address)

By (typed or printed): _____ (Name)

_____ (Address)

State of Registration: _____

Phone number and address for receipt of official communication:

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

A Limited Liability Company:

By: _____ (Firm Name)

State of Registration: _____

By (typed or printed): _____ (Authorized Person to Sign)

Title: _____

Business Address: _____

Phone No.: _____



Purchase Order

Fiscal Year 2014

Page 1 of 1

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

Purchase Order #

1402243-00

BILL TO

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

VENDOR

Kenosha Grounds Care Inc
8300 88th Ave
Pleasant Prairie WI 53158

SHIP TO

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
262-694-8960		3852	Francine Hooper

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
07/15/2014	1477			Engineering

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	Creekside Crossing Addition #1 The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Creekside Crossing Addition #1 street tree planting	1.0	Each	\$18,706.000	\$18,706.00

By Michael Deery
Village Administrator

PO Total	\$18,706.00
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Office of the Village Engineer
Michael Spence, P.E., LEED®AP

MEMO

TO: Mike Pollocoff, Village Administrator

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

FROM: Mike Spence, Village Engineer

DATE: July 14, 2014

SUBJ: Professional Construction Engineering Services Agreement
Phase 4D, E and F Binder Paving Village Green Heights

ATTACH: Paving Figure
Contract

On February 2, 2009 the Village Board of Trustees approved a request by the Land and Lakes Development Company to install curb and gutter and binder course within the Village Green Heights Addition #1 Subdivision. Subsequent to that time, only a portion of these improvements were completed. Land and Lakes has recently asked to install curb and gutter and binder course on 48th Avenue (Phase 4D, 47th Avenue and a portion of Main Street (Phase 4E) and a portion of Main Street east of 47th Avenue (Phase 4F). See attached figure.

The work will require construction stakeout and layout, construction observation services and construction administration services. Nielsen, Madsen and Barber (NMB) have been selected to perform these services. Their fee is estimated at \$35,798.80. NMB satisfactorily performed similar services for the Village last year on 49th Avenue.

Land and Lakes Development Company will reimburse the Village for these costs.

Attached is the Professional Construction Engineering Services Agreement from Nielsen, Madsen and

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MEMO

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

Barber of Racine, Wisconsin to provide construction services to provide to above services.

The scope of services is detailed in the agreement.

I recommend that the contract from Nielsen, Madsen and Barber for these services be approved.

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Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

July 11, 2014

Mr. Mike Spence, P.E.
Village Engineer
Village of Pleasant Prairie
9915 - 39th Avenue
Pleasant Prairie WI 53158

RE: Village Green Heights – Phases 4-D, 4-E and 4-F
Construction Staking, Observation & Contract Administration Proposal
Stage 2 Pavement Improvements
Village of Pleasant Prairie
NMB Project: 2012.0111.03

Dear Mike:

Thank you for considering Nielsen Madsen & Barber, S.C. as a candidate to provide construction engineering services for the above-referenced project.

Enclosed please find our draft Construction Services Contract and estimated Manpower Requirements and Costs. Based on our recent experience with projects of this nature within the Village, we estimate the cost to provide the required construction engineering related services to be \$35,798.80.

As requested by the Village, we are proposing to utilize Jason J. Christensen, P.E. of our office as the project manager for this project.

Please review the enclosed documents at your earliest convenience and contact our office with any questions you may have.

We look forward to working with you and your staff on this project.

Very truly yours,

Mark D. Eberle, P.E.
MDE/kmw

Enclosures g:/NMB Contracts/State & Municipal Clients/VPP/Village Green Heights (7-1-14)



VILLAGE OF PLEASANT PRAIRIE

VILLAGE GREEN HEIGHTS (PHASES 4-D, 4-E and 4-F)

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

This Agreement is made this ____ day of July, 2014, by and between the VILLAGE OF PLEASANT PRAIRIE, a municipal corporation in the State of Wisconsin, hereinafter referred to as the “**VILLAGE**” and NIELSEN MADSEN & BARBER, S.C., (NMB) hereinafter referred to as the “**CONSULTANT**”.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

Section 1 - Proposed Improvements: The proposed construction will consist of Stage 2 Pavement Improvements on portions of 47th Avenue, 48th Avenue, 98th Street and Main Street in the Village Green Heights Subdivision. These roadways are within Phases 4-D, 4-E and 4-F of the development (as shown on the attached phasing plan – Exhibit A). After written authorization by the **VILLAGE**, the **CONSULTANT** will provide Professional Construction Management Services for the Stage 2 Improvements which will generally consist of Construction Staking & Layout Services, Construction Observation Services and Construction Administration Services. The scope of services provided will be in general accordance with the Exhibit B - Engineer’s Proposal attached hereto, and conditioned as follows:

A. Construction Staking & Layout Services

Provide in-office setup and a Survey Crew Chief and Surveyor’s Assistant to field stake all necessary lines and grades as required to construct the proposed pavements. Field staking will include establishing the design line and grade “**one time**” for concrete curbs & gutters, catch basin flow lines and sanitary & storm sewer manhole frame adjustments.

B. Construction Observation Services

Provide a Construction Observation Technician at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, or on a periodic part-time basis from **CONSULTANT’S** office of not more than eight (8) hours per regular weekday, as deemed necessary by **CONSULTANT**, to assist the Contractor with interpretation of the drawings and specifications, to observe in general if the Contractor’s work is in conformity with the final design documents, and to monitor the Contractor’s progress as related to the Construction Contract. However,



CONSULTANT is not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulation, or safety precautions and programs in connection with the project, and **CONSULTANT** does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract documents.

C. Construction Administration Services

Provide contract administration services as required for the project including a cursory review of **VILLAGE** approved plans, attendance at the pre-construction meeting, review of letter of credit reduction requests (if necessary), preparation of construction record drawings, periodic site visits during the construction and day-to-day project coordination as described in Exhibit A attached hereto.

Conduct a final inspection of construction work, review the Contractor's written guarantees and issue an opinion of substantial completion and satisfactory completion for acceptance of the project by the **VILLAGE** for each stage of public improvements.

Section 2 – Compensation (Estimate): The **VILLAGE** shall compensate **CONSULTANT** for the professional services enumerated in Section 1 as outlined in Exhibit C – Construction Engineering Services – Cost Estimate.

***Charges for Construction Staking & Layout, Construction Observation, Construction Administration and As-Built Survey Services will be based on the hourly rate of compensation for the actual work time performed as shown in Exhibit B plus reimbursement of out-of-pocket expenses including sub-consultant material testing and automobile travel at the business mileage rate approved by the United States Internal Revenue Service. These charges may be more or less than the estimated amounts above and will depend on Contractor selection, construction progress, weather, etc.**

CONSULTANT will submit requests for periodic progress payments for services rendered no more than once per month. Payments shall be due and owing by the **VILLAGE** to the **CONSULTANT** upon receipt of the invoices. Payments to **CONSULTANT** after 30 consecutive calendar days from the date of the invoice for services shall include an additional late payment charge computed at an annual rate of Eighteen percent (18%) from the date of the invoice; **CONSULTANT** may, after giving seven (7) days written notice to the **VILLAGE**, suspend services under this Agreement until **CONSULTANT** has been paid in full for all amounts due for services, expenses and late payment charges.



Section 3 – Agreement: The parties further agree:

That this Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the **VILLAGE** may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party [1] not less than ten (10) calendar days written notice by certified mail of intent to terminate and [2] an opportunity for meeting with the terminating party before termination. If this Agreement is terminated by either party, **CONSULTANT** shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the **VILLAGE** shall receive reproducible copies of drawings, specifications and other documents completed by **CONSULTANT**.

CONSULTANT agrees to hold harmless and indemnify the **VILLAGE** and each of its officers, agents and employees from any and all liability claims, losses or damages arising out of or alleged to arise from negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the **VILLAGE** or other consultants, contractors or subcontractors working for the **VILLAGE** or their officers, agents and employees.

The **VILLAGE** agrees to hold harmless and indemnify **CONSULTANT** and each of their officers, agents and / or employees from any and all liability claims, losses or damages arising out of or alleged to arise from negligence in the performance of the services under this agreement that may be due to the sole negligence of the **VILLAGE** or other consultants, contractors or subcontractors working for the **VILLAGE** or their officers, agents and/or employees.

The **VILLAGE** acknowledges that **CONSULTANT** is a Service Corporation and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors or employees.

The **VILLAGE** and **CONSULTANT** agree that any claim made by either party arising out of any act of the other party, or any officer, director or employee of the other party in the execution or performance of the agreement, shall be made solely against the other party and not individually or jointly against such officer, director or employees.

For the duration of the project, **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting there from, alleged to arise from **CONSULTANT'S** negligence in the performance of services under this Agreement. The **VILLAGE** shall be named as an additional insured on **CONSULTANT'S** general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:



1. Workers' Compensation	Statutory Limits
2. General Liability:	
Per Claim	\$1,000,000
Aggregate	\$2,000,000
3. Automobile Liability	
Combined Single Limit	\$1,000,000
4. Excess Umbrella Liability	
Per Claim and Aggregate	\$5,000,000 / \$5,000,000
5. Professional Liability	
Per Claim and Aggregate	\$2,000,000 / \$2,000,000

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of **CONSULTANT** and their officers, directors, employees, agents and any of them, to the **VILLAGE** and anyone claiming by, through or under the **VILLAGE**, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of **CONSULTANT** or their officers, directors, employees, agents or any of them, hereinafter referred to as the "VILLAGE'S CLAIMS", shall not exceed the total insurance proceeds available to pay on behalf of or to **CONSULTANT** by their insurers in settlement or satisfaction of VILLAGE'S CLAIMS under the terms and conditions of **CONSULTANT'S** insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

CONSULTANT is responsible for the quality, technical accuracy, timely completion and coordination of all as-built drawings, certifications, reports and other professional services furnished or required under this agreement and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

All reports, drawings, specifications, and electronic files prepared or furnished by **CONSULTANT** pursuant to this agreement are instruments of service in respect to the project and **CONSULTANT** shall retain the right of reuse of said documents and electronic files by and at the discretion of **CONSULTANT** whether or not the project is completed. Reproducible copies of **CONSULTANT'S** documents and electronic files for information and reference in connection with the use and occupancy of the project by the **VILLAGE** and others shall be delivered to and become the property of the **VILLAGE** upon request; however, **CONSULTANT'S** documents and electronic files shall not be reused by the **VILLAGE** or others on future additions or extensions of the project



without field verification. Any such reuse without verification or adaptation by **CONSULTANT** for the specific purpose intended will be at the **VILLAGE'S** sole risk and without liability or legal exposure to **CONSULTANT**, and the **VILLAGE** shall indemnify and hold harmless **CONSULTANT** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from.

The estimated compensation amount for construction-related engineering services set forth in Section 2 above does not include overtime hours for Resident Project Representatives or Land Surveyors. In the event the Contractor works on **Sundays or Holidays**, during which time **CONSULTANT** representatives are required to be present, the **VILLAGE** shall pay extra compensation at **CONSULTANT'S** hourly rates on a time and a half basis.

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this agreement by their duly authorized officers this _____ day of July, 2014.

NIELSEN MADSEN & BARBER, S.C.

VILLAGE OF PLEASANT PRAIRIE

BY: 
Mark D. Eberle
Vice-President

BY: _____
John P. Steinbrink
President

ATTEST:

ATTEST:


Kim Williams, Administrative Assistant

Jane M. Romanowski, Clerk



EXHIBIT B

VILLAGE GREEN HEIGHTS (PHASES 4-D, 4-E and 4-F) PAVEMENT REPLACEMENT PROJECT

Engineering Services (Typical Scope of Services)

Nielsen Madsen & Barber, S.C. proposes to provide construction engineering services for the Westfield Heights Pavement Replacement Project as follows:

Construction Staking

1. Locate and tie down horizontal control set in field by developer's engineer. Verify vertical control as indicated on design plans. Record on a copy of the development plat, both horizontal and vertical control for use in future year improvements (i.e. curb and gutter). File all data for future reference.
2. Field stake locations for erosion control devices and any protective construction fencing.
3. Field stake all removals/demolition.
4. Field stake for general site grading and roadways:
 - a. Centerline roadway for subgrade construction (lath and grade).
 - b. Curb and gutter at 25-foot intervals (hub, lath and grade).
 - c. Sidewalks and ramps at 25-foot intervals (hub, lath and grade).
 - d. Final structure adjustments (hub, lath and grade).
5. Storm Sewer – field staking:
 - a. Face of curb locations – two per catch basin (hub and lath).
6. "As-Built" Surveys:
 - a. Rim elevations of all structures.

Construction Observation

1. Review plans and specifications prior to start of the project.
2. Determine if any changes were made to the plans and specifications between the design phase and the beginning of the construction phase, and verify that those changes are authorized in the Village's development agreements with the developer.
3. Review the following project requirements with the contractor:
 - a. Specific project details.
 - b. Traffic control requirements/closures.
 - c. Erosion Control requirements.
 - d. Permit conditions and requirements.
 - e. Notification requirements (police, fire, school bus, garbage pick up, etc.).
 - f. Schedule project milestone dates.
 - g. Adjacent property considerations.
 - h. Testing and reporting requirements.
4. Exchange phone numbers with the developer and the project contractor and establish the initial lines of communication.
5. Review the daily work schedules and scheduled events with the contractor.
6. Coordinate staking requirements or other significant scheduled events with the contractor and the construction engineer.
7. Review the weekly schedules to determine if the overall project is on schedule.
8. Anticipate potential problems and relay those concerns to the VILLAGE ENGINEER, the contractor, construction engineer, owner, developer or other appropriate party.
9. Serve as the project liaison (between the owner and the residents, contractor and the residents, contractor and the owner and the contractor and construction engineer).



10. Review all materials for the project as they are delivered to the project site. Reject materials not conforming to the specifications.
11. Observe all work performed and determine if the end product is in conformance with the plans and specifications. Reject all work not in compliance.
12. Interpret contract documents when unique situations or questions arise. Request verification of interpretation from the construction engineer and inform the contractor of the determination.
13. Evaluate modifications required due to field conditions. Request approval of the required field changes from the VILLAGE ENGINEER and/or DESIGN ENGINEER, if necessary, and inform the contractor of the necessary changes.
14. Compute quantities of work performed, verify the quantities with the contractor, and also submit to the construction engineer for future use in pay requests.
15. Collect any certifications required by the contract documents.
16. Develop a punch list as work proceeds. Review the punch list and inspect its completion with the contractor.
17. Develop construction reports and daily inspection logs indicating the work performed that day, materials used, any changes made, interference encountered, manpower and equipment uses, weather conditions, visitors to the site, test reports, location sketches (lateral ties) and general comments on events and progress.

Construction Management

1. Perform a cursory review of Village approved plans, specifications and other project related documents.
2. Establish, maintain and store project files.
3. Prepare for and attend a preconstruction meeting. Record, prepare and distribute preconstruction meeting minutes.
4. Develop a list of contact names and telephone number of parties involved in the project to expedite future communications.
5. Review requests for reduction in developer's letter of credit in accordance with the requirements of the letter of credit and the development agreement to provide recommendations to the Village for such reductions.



- a. This activity will include but not be limited to:
 - i. Review of the contractor's request for payment; review of the contractor's lien waiver issued to developer.
 - ii. Review of retained funds, tracking and compilation of unanticipated project costs (extras) and the tracking of contingency fund balance.
- 6. Develop final record drawings and other construction documents and distribute to the Village, the developer and the developer's engineer.
 - a. This activity will include, but not be limited to:
 - i. Modifications to the original plans (received at the preconstruction meeting in electronic form) to reflect changes made during construction and actual locations of laterals.
 - ii. Development of lateral information sheets for sanitary laterals, water services and storm sewer service laterals for future use by the Village staff.
 - iii. Development of as-built cards for sanitary sewer mains for future reference by the Village.
- 7. Make periodic site visits (usually daily during active construction) to determine, in general, if the project is proceeding in accordance with the contract documents.
 - a. This activity will include, but not be limited to:
 - i. Site visits during actual construction phase.
 - ii. Substantial completion inspection and submittals.
 - iii. Final punch list verification after the construction inspector has left the site.
 - iv. Sanitary sewer manhole, storm sewer manhole and water valve box inspection as part of second- and third-year improvements.
 - v. Follow up on site stabilization effectiveness after the contractor is has left the site.
 - vi. Miscellaneous time on site meetings with other affected parties such as Village Department of Public Works personnel, homeowners, businesses, other government agencies, permitting authorities and follow up on complaints and claims if site review and/or site meeting is required.



8. Schedule and chair periodic progress and coordinate meetings. Record, prepare and distribute periodic progress and coordination meeting minutes (if necessary).
9. Day to day project coordination with the following:
 - a. Owner / Developer.
 - b. Developer's Design Engineer.
 - c. Village Water and Wastewater Utility personnel.
 - d. Village Department of Public Works personnel.
 - e. Village Engineering Staff.
 - f. Community Development Staff.
 - g. Developer's contractors, subcontractors, suppliers.
 - h. Permitting authorities (DOT, Kenosha County, DNR, etc.).
 - i. Private Utility companies (electric, telephone, gas, cable TV).
 - j. Other affected parties such as schools, property owners, businesses, etc.
10. Review of contractor's shop drawing submittals.

EXHIBIT C

VILLAGE GREEN HEIGHTS SUBDIVISION PHASES 4-D, 4-E and 4-F (STAGE 2 IMPROVEMENTS)

CONSTRUCTION ENGINEERING SERVICES - COST ESTIMATE

<u>Construction Staking & layout Services</u>	<u>Staff Type</u>		<u>Hourly Rate</u>	<u>Cost</u>
Construction Staking Setup (Curb, MH's, Sidewalks, etc.)	CADD Operator	16 Hrs. @	\$86.00 =	\$ 1,376.00
Construction Staking Setup Q/C	Construction Technician 1	4 Hrs. @	\$72.00 =	\$ 288.00
Aggregate Base Shaping Limits / Right-of-Ways	Survey Crew Chief	16 Hrs. @	\$88.00 =	\$ 1,408.00
Aggregate Base Shaping Limits / Right-of-Ways	Survey Assistant	16 Hrs. @	\$62.00 =	\$ 992.00
Curb & Gutter Staking	Survey Crew Chief	40 Hrs. @	\$88.00 =	\$ 3,520.00
Curb & Gutter Staking	Survey Assistant	40 Hrs. @	\$62.00 =	\$ 2,480.00
Sidewalk & Ramp Staking	Survey Crew Chief	24 Hrs. @	\$88.00 =	\$ 2,112.00
Sidewalk & Ramp Staking	Survey Assistant	24 Hrs. @	\$62.00 =	\$ 1,488.00
Manhole / Valve Box Adjustment Staking	Survey Crew Chief	8 Hrs. @	\$88.00 =	\$ 704.00
Manhole / Valve Box Adjustment Staking	Survey Assistant	8 Hrs. @	\$62.00 =	\$ 496.00
ESTIMATE:				\$ 14,864.00

<u>Construction Observation Services</u>	<u>Staff Type</u>		<u>Hourly Rate</u>	<u>Cost</u>
Construction Observation - Base Shaping	Construction Technician 1	8 Hrs. @	\$72.00 =	\$ 576.00
Construction Observation - Undercutting / Backfilling	Construction Technician 1	12 Hrs. @	\$72.00 =	\$ 864.00
Construction Observation - Utility Adjustments	Construction Technician 1	24 Hrs. @	\$72.00 =	\$ 1,728.00
Construction Observation - Curb & Gutter	Construction Technician 1	32 Hrs. @	\$72.00 =	\$ 2,304.00
Construction Observation - Sidewalks	Construction Technician 1	24 Hrs. @	\$72.00 =	\$ 1,728.00
Construction Observation - Asphalt Pavement	Construction Technician 1	24 Hrs. @	\$72.00 =	\$ 1,728.00
Construction Observation - Restoration	Construction Technician 1	8 Hrs. @	\$72.00 =	\$ 576.00
ESTIMATE:				\$ 9,504.00

<u>Construction Administration & Management Services</u>	<u>Staff Type</u>		<u>Hourly Rate</u>	<u>Cost</u>
Project Setup, Coordination & File Organization	Project Manager	4 Hrs. @	\$130.00 =	\$ 520.00
Project Setup, Coordination & File Organization	Field Engineer I	4 Hrs. @	\$84.00 =	\$ 336.00
Pre-construction Meeting Coordination, Agenda & Minutes	Field Engineer I	4 Hrs. @	\$84.00 =	\$ 336.00
Attend Pre-construction Meeting	Project Manager	4 Hrs. @	\$130.00 =	\$ 520.00
Attend Pre-construction Meeting	Field Engineer I	4 Hrs. @	\$84.00 =	\$ 336.00
Project Oversight / Site Visits	Field Engineer I	20 Hrs. @	\$84.00 =	\$ 1,680.00
Final Inspection, Punch Lists & Project Close Out	Field Engineer I	12 Hrs. @	\$84.00 =	\$ 1,008.00
Proof Rolls	Field Engineer I	6 Hrs. @	\$84.00 =	\$ 504.00
As-Built Survey Q/C	Project Manager	4 Hrs. @	\$130.00 =	\$ 520.00
Materials Testing Contracting, Coordination & Review	Field Engineer I	8 Hrs. @	\$84.00 =	\$ 672.00
Final Quantities, Pay Requests & LOC Reduction Coordination	Field Engineer I	8 Hrs. @	\$84.00 =	\$ 672.00
ESTIMATE:				\$ 7,104.00

<u>As-built Survey Services</u>	<u>Staff Type</u>		<u>Hourly Rate</u>	<u>Cost</u>
As-Built Surveys - Field Survey	Survey Crew Chief	12 Hrs. @	\$88.00 =	\$ 1,056.00
As-Built Surveys - Field Survey	Survey Assistant	12 Hrs. @	\$62.00 =	\$ 744.00
As-Built Surveys - Drafting	CADD Operator	4 Hrs. @	\$86.00 =	\$ 344.00
ESTIMATE:				\$ 2,144.00

Mileage Estimate: 30 Trips @ 32 Miles / Trip 960 Miles @ \$ 0.555 = \$ 532.80

Material Testing Estimate: Concrete Cylinder Breaks 6 Each @ \$ 275.00 = \$ 1,650.00

TOTAL ESTIMATE:	\$ 35,798.80
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Purchase Order

Fiscal Year 2014

Page 1 of 1

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

Purchase Order # **1402237-00**

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

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NIELSEN MADSEN & BARBER SC
1458 HORIZON BLVD
#200
MT PLEASANT WI 53406

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
262-634-5588	262-634-5024	3850	Francine Hooper

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
07/15/2014	2056			Engineering

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	Village Green Heights Pavement The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Village Green Heights construction management services agreement for pavement replacement	1.0	Each	\$35,798.800	\$35,798.80

By *Michael Deery*
Village Administrator

PO Total	\$35,798.80
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Consider **Resolution #14-22 for a Floodplain Boundary Adjustment** for the request of Kimberly Lask, P.E. with Pinnacle Engineering Group, agent for Wisconsin Electric Power Company, owner of the property located at 8000 95th Street for the proposed ladder track project. The Floodplain Boundary Adjustment proposes to remove 133 cubic feet of floodplain and to create 160 cubic feet of floodplain to compensate for the floodplain begin filled.

Recommendation: Village staff recommends that the Village Board approve the **Floodplain Boundary Adjustment (Res. #14-22)** as presented in the Village Staff Report of July 21, 2014.

VILLAGE STAFF REPORT OF JULY 21, 2014

Consider **Resolution #14-22 for a Floodplain Boundary Adjustment** for the request of Kimberly Lask, P.E. with Pinnacle Engineering Group, agent for Wisconsin Electric Power Company, owner of the property located at 8000 95th Street for the proposed ladder track project. The Floodplain Boundary Adjustment proposes to remove 133 cubic feet of floodplain and to create 160 cubic feet of floodplain to compensate for the floodplain begin filled.

The petitioner is requesting approval of a floodplain boundary adjustment to remove 133 cubic feet of floodplain and to create 160 cubic feet of floodplain to compensate for the floodplain begin filled related to the ladder track project at the Pleasant Prairie Power Plant located on the west side of the facility located at 8000 95th Street.

On June 9, 2014 the Village Plan Commission conditionally approved a Conditional Use Permit including Site and Operational Plans for We Energies to install a new ladder track on the west side of the Pleasant Prairie Power Plant. The track is being installed to offer a location to perform repairs of railcars on We Energies property, which will reduce the number of rail cars that otherwise would need to be removed from and returned to the property after being repaired at a local repair shop.

During the public hearing held by the Plan Commission and as part of the Conditional Use Permit approval, it was intended that a small portion of the 100-year floodplain would need to be modified for this project.

The petitioners are requesting approval to place fill within the current floodplain limits along the west side of the project adjacent to Jerome Creek. The floodplain elevation (678.4) was taken from the 1% annual chance floodplain elevation provided for Jerome Creek in the current FEMA FIRM Maps with an effective date of June 19, 2012 and it was depicted on a detailed topographic survey

As illustrated with the application a thin strip of floodplain bisects the development area. In order to accommodate the development, the petitioner is proposing to fill in the area of floodplain that encroaches on the development area. All efforts were made by the petitioner to reduce the amount of impacts to the floodplain. The proposed rail was shifted to the east, and the rail was lowered to minimize the vertical transition to the adjacent ground elevation.

In order to mitigate the negative impacts of the floodplain fill, compensatory mitigation is proposed onsite. The proposed compensatory storage area contains existing surface elevations higher than the base flood elevation. This area will be excavated in order to allow flood waters to enter during base flood events.

According to the Village's Floodplain Ordinance the Village shall not permit amendments to the floodplain boundary that are inconsistent with the purposes of Section 420-131 of the Village Zoning Ordinance, or in conflict with the applicable rules of the Wisconsin Department of Natural Resources (WI DNR) or the Federal Emergency Management Agency (FEMA). Section 420-131 of the Village Zoning Ordinance indicates that amendments to the 100-year floodplain shall comply with the following Village requirements:

- The floodplain boundary adjustment shall be consistent with Section 420-131 of the Village Zoning Ordinance or in conflict with the applicable rules of the WI DNR and FEMA.
- Amendments to the floodplain boundaries shall not be permitted where the change will increase the regional flood stage elevation unless the applicant has made appropriate legal arrangements with the Village, any other affected governmental

units, and any other property owners affected by the flood stage increase.

- Petitions for the floodplain amendment shall provide adjusted water surface profiles and adjusted floodplain limits to reflect the increased flood elevation.
- Any area removed from the floodplain shall be contiguous to land lying outside the floodplain.
- Whenever any volume of flood storage capacity is removed from the floodplain, as defined by the ground surface and the regional flood elevation, an equal volume of flood storage capacity shall be created within the existing or newly created floodplain boundary, in the vicinity of the removal, to compensate for the lost flood storage capacity. Excavation below the ordinary high-water mark shall not be considered as providing any equal volume of storage capacity for compensation purposes. Any such area of compensating flood storage capacity shall drain freely to the receiving stream.
- Removal of land from the floodplain shall not be permitted unless the land has been filled to an elevation at least two (2) feet above the elevation of the floodplain.

The approval to fill and the amount of fill required within the regulated base flood limits in order to prevent the negative effects of the base flood is governed by two generalized agencies , local (Village of Pleasant Prairie & WI DNR) and federal (FEMA) .

The local requirements generally stipulate that fill must be placed to a level which is two feet (2-ft) above of the base flood elevation while federal requirements generally stipulate that fill must be placed to raise the ground "to or above the base flood elevation." (The more restrictive Village conditions will apply.)

The petitioner intends to obtain Village and WDNR approval to fill the floodplain as depicted on the application on the basis that the grading will satisfy volumetric compensatory mitigation requirements for a Conditional Letter of Map Revision based on fill (CLOMR-F) and ultimately a Letter of Map Revision based on fill (LOMR-F) after construction is completed.

On July 14, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve the **attached Resolution #14-22** as presented.

VILLAGE BOARD RESOLUTION #14-22
VILLAGE OF PLEASANT PRAIRIE
RESOLUTION AND COMMUNITY CONCURRENCE
TO AMEND THE 100-YEAR FLOODPLAIN BOUNDARY

WHEREAS, Kimberly Lask, P.E. with Pinnacle Engineering Group, agent for Wisconsin Electric Power Company, owner of the property located at 8000 95th Street is requesting approval of a Floodplain Boundary Adjustment for the proposed ladder track project on said property; and

WHEREAS, the Floodplain Boundary Adjustment proposes to remove 133 cubic feet of floodplain and to create 160 cubic feet of floodplain to compensate for the floodplain begin filled as delineated and shown on Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for the Village of Pleasant Prairie (Effective Date of June 19, 2012) for a part of U.S. Public Land Survey Section 16, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Number 92-4-122-164-0011 as shown on **Exhibit 1**; and; and

WHEREAS, the thin strip of floodplain bisects the development area. In order to accommodate the development, the petitioner is proposing to fill in the area of floodplain that encroaches on the development area. All efforts were made by the petitioner to reduce the amount of impacts to the floodplain. The proposed rail was shifted to the east, and the rail was lowered to minimize the vertical transition to the adjacent ground elevation; and

WHEREAS, in order to mitigate the negative impacts of the floodplain fill, compensatory mitigation is proposed onsite. The proposed compensatory storage area contains existing surface elevations higher than the base flood elevation. This area will be excavated in order to allow flood waters to enter during base flood events.

WHEREAS, the Village shall not permit amendments to the floodplain boundary that are inconsistent with the purposes of Section 420-131 of the Village Zoning Ordinance, or in conflict with the applicable rules of the Wisconsin Department of Natural Resources (DNR) and Federal Emergency Management Agency (FEMA); and

WHEREAS, amendments to the floodplain boundaries shall not be permitted where the change will increase the regional flood stage elevation unless the applicant has made appropriate legal arrangements with the Village, any other affected governmental units, and any other property owners affected by the flood stage increase; and

WHEREAS, petitions for the floodplain amendment shall provide adjusted water surface profiles and adjusted floodplain limits to reflect the increased flood elevation; and

WHEREAS, any area removed from the floodplain shall be contiguous to land lying outside the floodplain; and

WHEREAS, whenever any volume of flood storage capacity is removed from the floodplain, as defined by the ground surface and the regional flood elevation, an equal volume of flood storage capacity shall be created within the existing or newly created floodplain boundary, in the vicinity of the removal, to compensate for the lost flood storage capacity. Excavation below the ordinary high-water mark shall not be considered as providing any equal volume of storage capacity for compensation purposes. Any such area of compensating flood storage capacity shall drain freely to the receiving stream; and

WHEREAS, removal of land from the floodplain shall not be permitted unless the land has been filled to an elevation at least two (2) feet above the elevation of the floodplain; and

WHEREAS, a public hearing was held by the Village Plan Commission of the Village of Pleasant Prairie, Kenosha County, Wisconsin, at the Village Municipal Building, 9915 39th Avenue on the 14th day of July 2014, at 6:00 P.M. of said day, for the purpose of determining the application of the floodplain boundary map amendment; and

WHEREAS, the Pleasant Prairie Village Board has been provided with sufficient evidence that the petition for a floodplain boundary map adjustment and amendment is consistent with the requirements of the Village Zoning Ordinance.

NOW, THEREFORE, the Village Board does hereby resolve to amend the 100-year recurrence interval floodplain boundary as delineated and shown on the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for the Village of Pleasant Prairie (Effective Date of June 19, 2012) for a part of U.S. Public Land Survey Section 16, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, subject to compliance with the terms and conditions hereinafter stated:

1. Upon receiving Village Board approval, the petitioner is responsible for transmitting all required applications to FEMA with a request for a CLOMR-F.
2. The petitioner shall receive a CLOMR-F prior to work commencing on the site. Upon receipt of the CLOMR-F and any required permits from the WI DNR, copies of said approvals/permits shall be submitted to the Village with the required Erosion Control Permit Application and related plans and specification (paper copies and a pdf copy) for review and issuance of the required Village Permits.
3. All required permits from the WI DNR shall be obtained and provided to the Village prior to the Village issuance of permits to commence work on site.
4. Upon completion of the floodplain boundary adjustment an as-built survey and calculations shall be submitted to verify the compliance with design plans. The as-built survey and calculations shall be reviewed by the Village and the WI DNR prior to being submitted to FEMA for review. Upon review of the documents by the Village, the petitioner shall submit and receive a final LOMR-F from FEMA.
5. Upon completion of the work, an as-built grading plan and supporting documentation certified and stamped by a Wisconsin registered and licensed professional engineer shall be submitted to the Village to verify compliance with design plans. The as-built grading plan and calculations shall be reviewed by the Village and the WI DNR prior to being submitted to FEMA for review and obtaining the required LOMR-F. A paper and pdf copy is required to be submitted.
6. Once a LOMR-F is issued and the final as-built grading plans and supporting documentation is approved by the WI DNR and the Village, **the petitioner shall submit an application to amend the Village Comprehensive Land Use Map and the Village Zoning Map and Text.** All applicable applications and fees shall be submitted and paid by the petitioner. A Certificate of Compliance shall not be issued by the Village until the Comprehensive Land Use Plan Amendment, the Zoning Text Amendment and Zoning Map Amendment are approved by the Village.

RESOLUTION by action of the Village Board of the Village of Pleasant Prairie adopted this 21st day of July 2014.

Attest:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

June 10, 2014

Ms. Peggy Herrick
Assistant Planner and Assistant Zoning Administrator
9915 39th Avenue
Pleasant Prairie, WI 53158

Re: WE Energies – Ladder Track Installation
Pleasant Prairie, WI
PEG Job No. 188.00-WI

Dear Ms. Herrick:

On behalf of WE Energies, we are submitting exhibits to request a floodplain boundary adjustment for the proposed WE Energies Ladder Track Installation project.

The Ladder Track Installation project is located at WE Energies Pleasant Prairie Power Plant at 8000 95th Street in Pleasant Prairie, WI. The project includes the construction of approximately 2,500 lineal feet of new rail, switches, stone ballast rail support, working pads and stormwater management facility.

We are seeking Village of Pleasant Prairie, WDNR and Federal Emergency Management Agency (FEMA) approval to place fill within the current floodplain limits along the west side of the project adjacent to Jerome Creek. The floodplain elevation (678.4) was taken from the 1% annual chance floodplain elevation provided for Jerome Creek in the Kenosha County Flood Insurance Study, and it was depicted on a detailed topographic survey.

As illustrated on the attached exhibits, a thin strip of floodplain bisects the development area. In order to accommodate the development, we are proposing to fill in the area of floodplain that encroaches on the development area. All efforts were made to reduce the amount of impacts to the floodplain. The proposed rail was shifted to the east, and the rail was lowered to minimize the vertical transition to the adjacent ground elevation.

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Please do not hesitate to contact us with any questions or if you need additional information.

Sincerely,

PINNACLE ENGINEERING GROUP

A handwritten signature in black ink that reads "Kimberly Lask". The signature is written in a cursive, flowing style.

Kimberly Lask, P.E. (IL,TN,ND), PTOE, CFM
Project Manager

Encl.

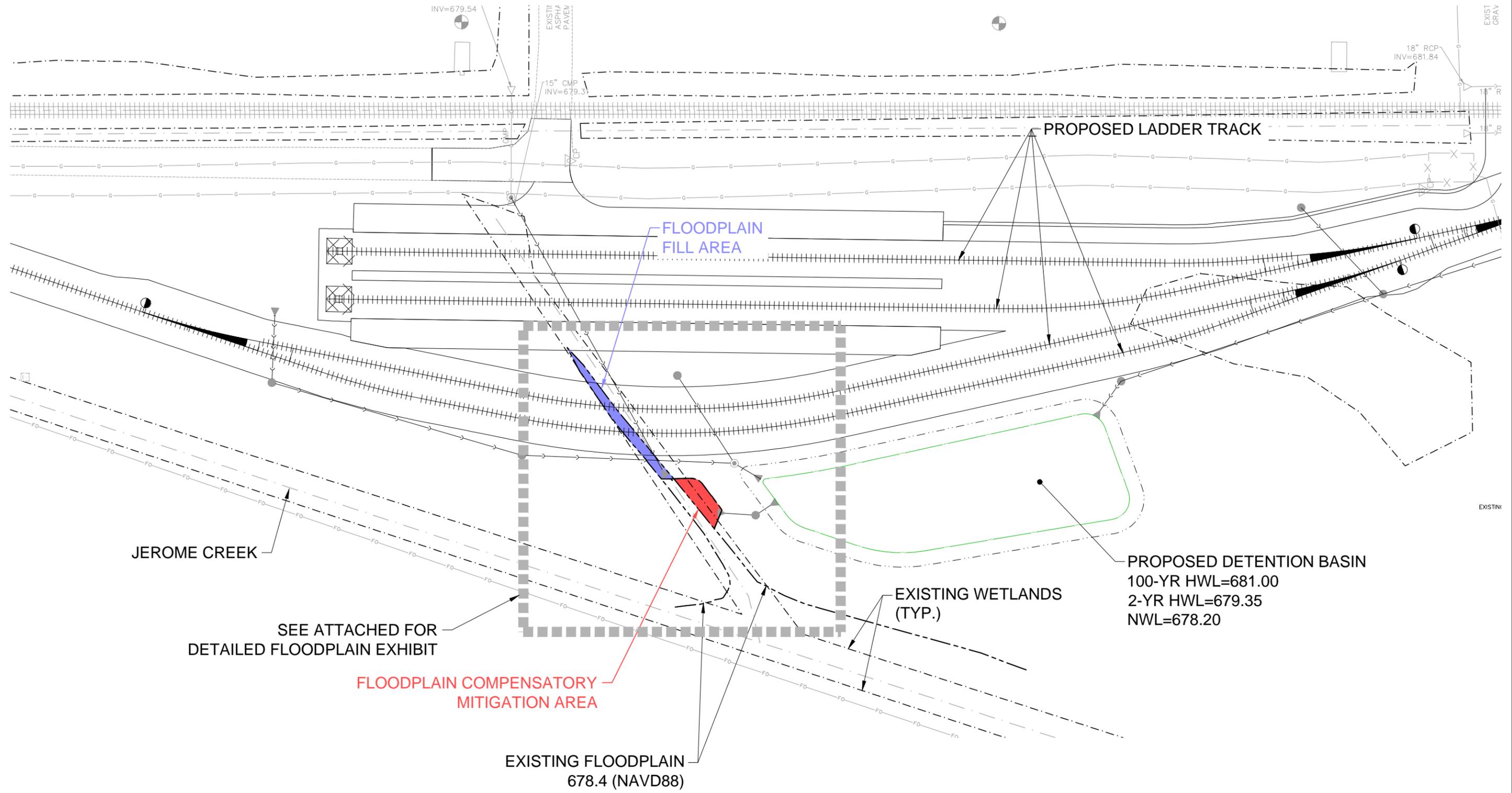
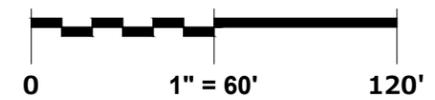
cc: John Oswald – WE Energies

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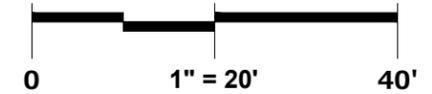
Project is located
between Sections
L and M, Elevation
678.4

¹ FEET ABOVE CONFLUENCE WITH DES PLAINES RIVER

GRAPHICAL SCALE (FEET)



GRAPHICAL SCALE (FEET)

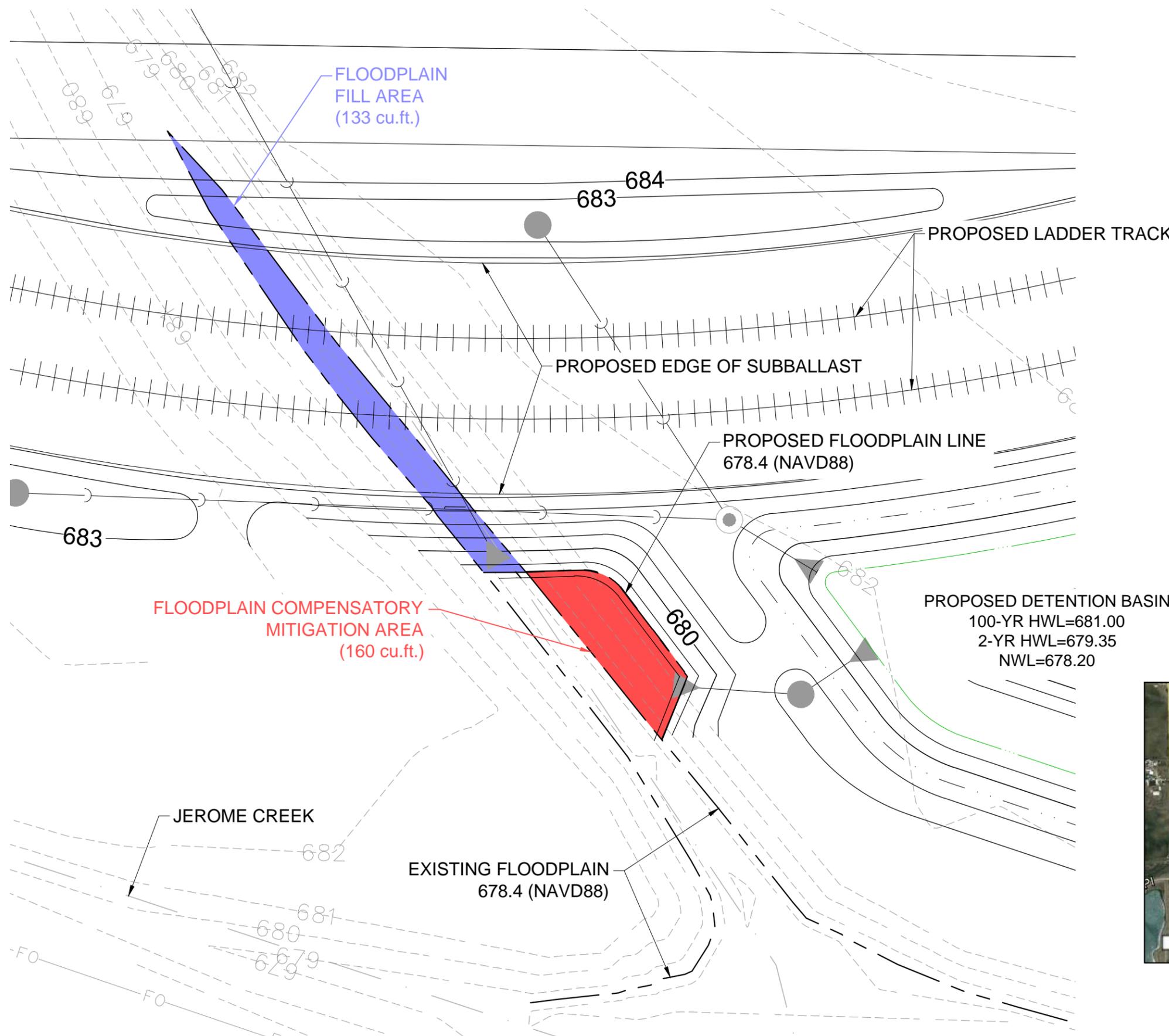


SITE DATA

FLOODPLAIN FILL VOLUME	133 C.F.
COMPENSATORY STORAGE	160 C.F.

LEGEND

FLOODPLAIN	---
NORMAL WATER LEVEL (NWL)	---
FLOODPLAIN FILL AREA	Blue fill
FLOODPLAIN COMPENSATORY STORAGE	Red fill



LOCATION MAP
SCALE: 1"=2000'

LADDER TRACK INSTALLATION - FLOODPLAIN EXHIBIT



PINNACLE ENGINEERING GROUP

33 W. HIGGINS ROAD | SUITE 655 | SOUTH BARRINGTON, IL 60010 | WWW.PINNACLE-ENGR.COM | ADMIN@PINNACLE-ENGR.COM

JUNE 10, 2014

PLAN | DESIGN | DELIVER



rev. 8/05

Filed June 12 2014 Published June 30 2014
Public Hearing July 14 2014 July 7 2014
Fee Paid June 12 2014 Approved _____ 20____
Notices Mailed June 26 2014 Denied: _____ 20____

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
COMMUNITY DEVELOPMENT DEPARTMENT
FLOODPLAIN BOUNDARY ADJUSTMENT**

TO THE PLEASANT PRAIRIE VILLAGE PLAN COMMISSION AND BOARD OF TRUSTEES: The undersigned hereby applies for a permit to do the work herein described, and as shown on the required engineered drawings and analysis and hereby agrees that all work will be done in accordance with all the laws of the State of Wisconsin and all of the Village of Pleasant Prairie Ordinance.

Subdivision/Development Name: WE Energies Ladder Track Installation Lot _____ Block _____

Property location: 8000 95th Street, Pleasant Prairie Zoning District(s): _____

Abutting Body of Water/River/Stream: Jerome Creek

Section 16 & 21 Township 1 Range: 22

Tax Parcel Number(s): 92-4-122-164-0011

Project Specifications: This information shall also be provided with or shown on the required site plans.

Reason and purpose for the Floodplain Adjustment: Construction of ladder track for railroad operations that support the WE Energies Power Plant.

Total volume proposed to be removed from the 100 year floodplain: 4.926 **cu yd or 133 cu ft**

Total volume proposed to be added to the 100 year floodplain: 5.926 **cu.yd or 166** cu. ft.

Type of fill materials (soil types) proposed to be used: Onsite Soils generally consisting of silty clays and clay.

Mitigation measures or restoration methods to be used: Volumetric Compensatory Mitigation
1:1 Ratio

Time Schedule for filling: Anticipated construction to be 9/1/14 to 11/1/14

Each applicant applying for a floodplain adjustment permit is charged with the knowledge of the requirements of the Village Zoning Ordinance. Copies of the Ordinance or portions thereof are available for sale or inspection upon request. Any statement made, site plan submitted, any project improperly constructed, any assurance given or permit erroneously issued contrary to this Ordinance is null and void and may be subject to prosecution.

Section 420-131 of the Village Zoning Ordinance entitled "FPO, FLOODPLAIN OVERLAY DISTRICT" shall be complied with. In particular, Section 420-131t of the Village Zoning Ordinance entitled "REMOVAL OF LANDS FROM FLOODPLAIN/AMENDMENTS" outlines the general requirements to amend the floodplain boundary. Please be advised that compliance with the provisions of these regulations shall not be grounds for removing lands from the floodplain, unless they are removed by filling to a height of at least two feet above the regional flood elevation, the fill is contiguous to land lying outside the floodplain, the official floodplain map is amended, and FEMA revises the Flood Insurance Rate Map or issues a Letter of Map Amendment or Revision.

I (We), have provided the non-refundable filing fee and 12 copies of the required plans and engineering data necessary to amend the floodplain boundary and one (1) copy reduced onto a 8 1/2" x 11".

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

PROPERTY OWNER: Wisconsin Electric Power Company OWNER'S AGENT: Pinnacle Engineering Group
Name: John Oswald Name: Kimberly Lask
(Please Print) (Please Print)
Signature: [Signature] Signature: [Signature]
Address: 251 W. Michigan St. Address: 33 W. Higgins Road, Suite 655
Milwaukee Wis 53203 South Barrington IL 60010
(City) (State) (Zip) (City) (State) (Zip)
Phone: 414-221-2345 Phone: 847-551-5300
Fax: _____ Fax: 224-699-9459
Date: 6-5-2014 Date: 6-5-14

June 10, 2014

Ms. Peggy Herrick
Assistant Planner and Assistant Zoning Administrator
9915 39th Avenue
Pleasant Prairie, WI 53158

Re: WE Energies – Ladder Track Installation
Pleasant Prairie, WI
PEG Job No. 188.00-WI

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Sincerely,

PINNACLE ENGINEERING GROUP

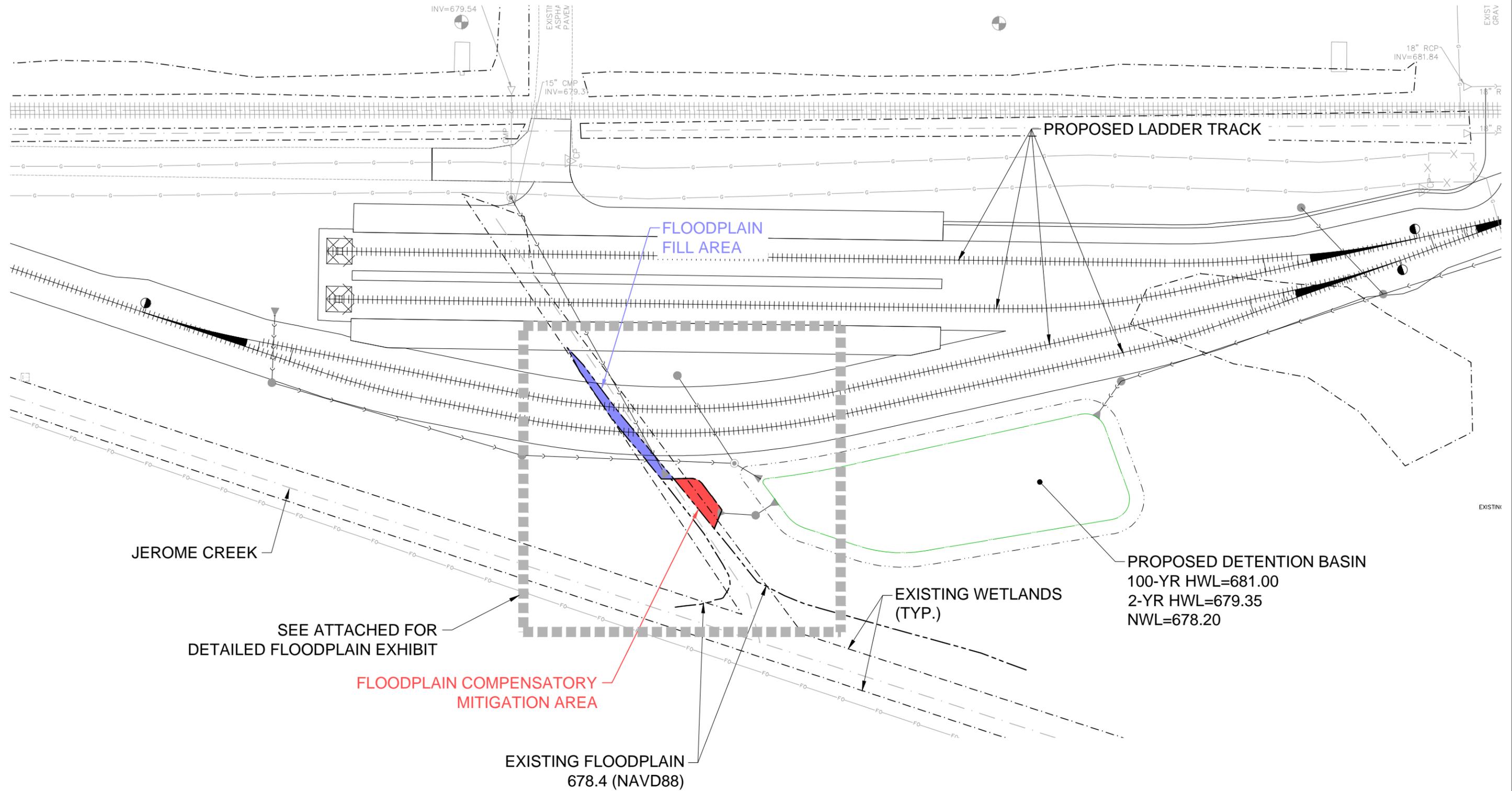
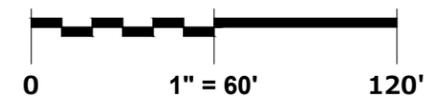
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Kimberly Lask, P.E. (IL,TN,ND), PTOE, CFM
Project Manager

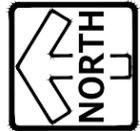
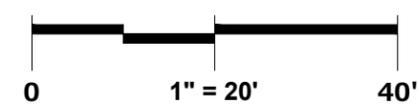
Encl.

cc: John Oswald – WE Energies

GRAPHICAL SCALE (FEET)



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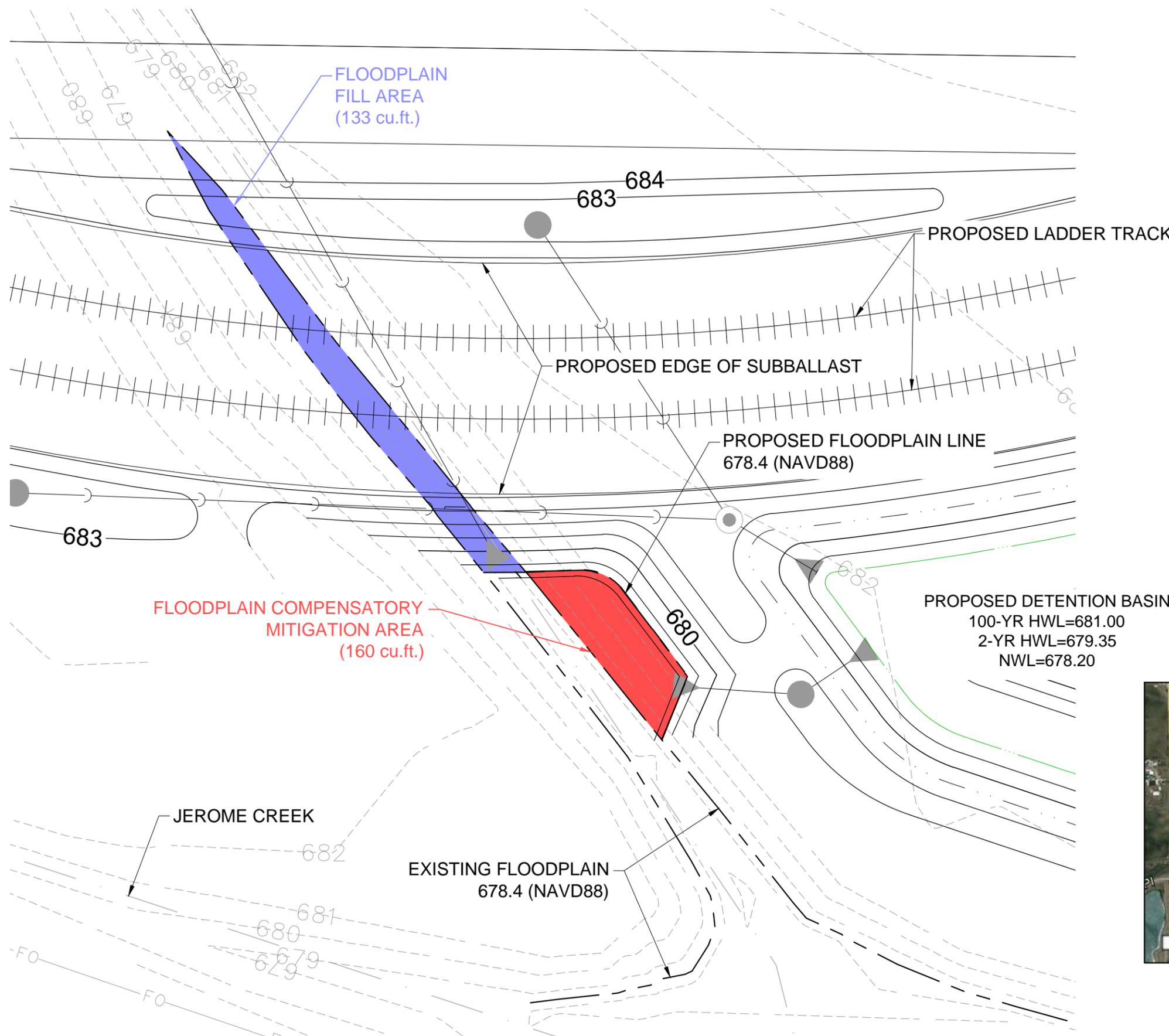


SITE DATA

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COMPENSATORY STORAGE	160 C.F.

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NORMAL WATER LEVEL (NWL)	---
FLOODPLAIN FILL AREA	■
FLOODPLAIN COMPENSATORY STORAGE	■

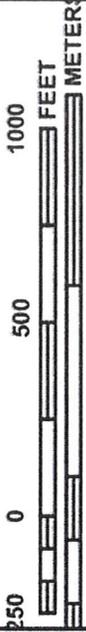


LOCATION MAP
SCALE: 1"=2000'

LADDER TRACK INSTALLATION - FLOODPLAIN EXHIBIT



MAP SCALE 1" = 500'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0191D

FIRM FLOOD INSURANCE RATE MAP KENOSHA COUNTY, WISCONSIN AND INCORPORATED AREAS

PANEL 191 OF 331
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

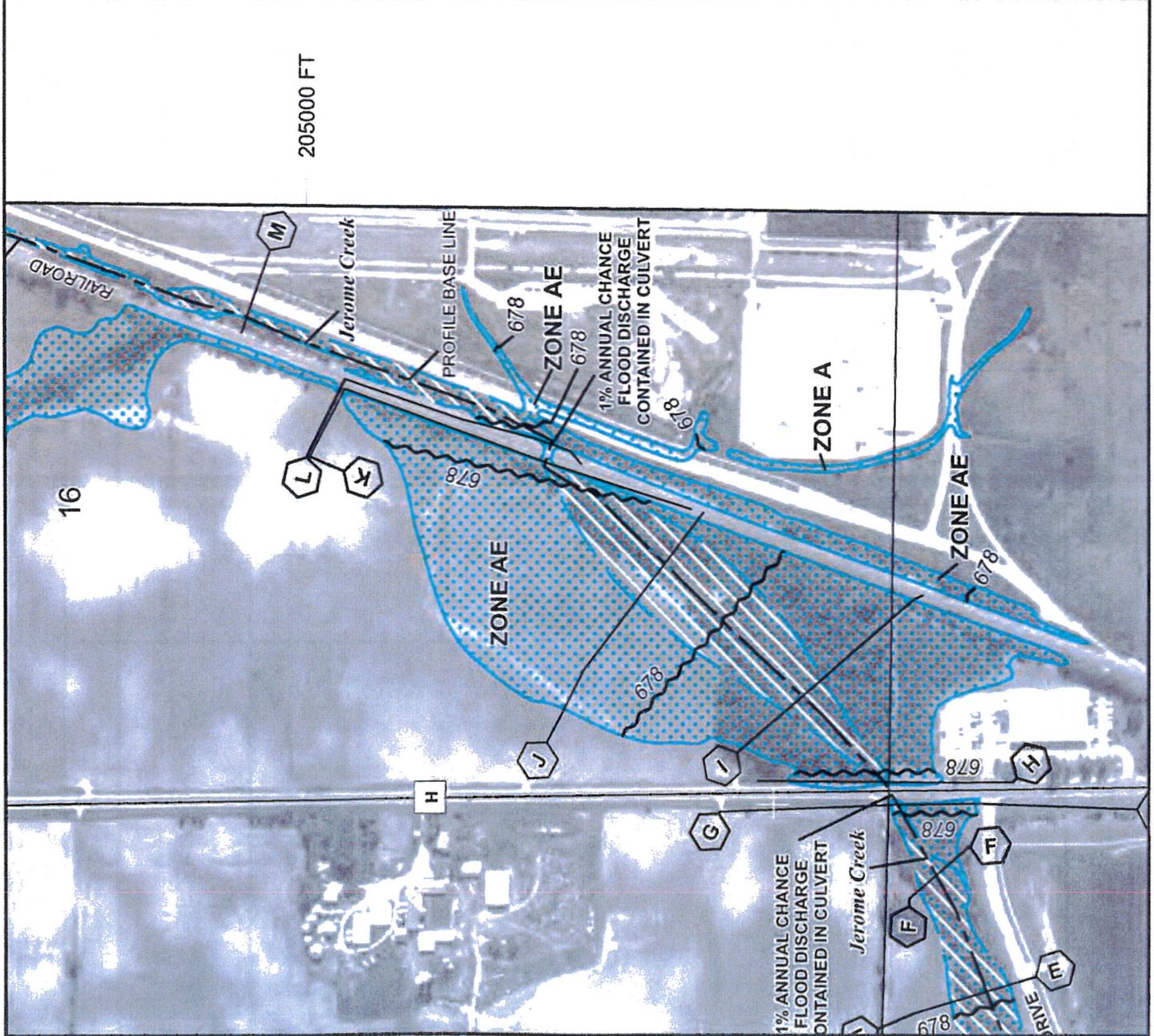
CONTAINS:
COMMUNITY: PLEASANT PRairie
VILLAGE OF: D
NUMBER: 550513
PANEL: 0191
SUFFIX: D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
55059C0191D
EFFECTIVE DATE
JUNE 19, 2012
Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov.



205000 FT

16

1% ANNUAL CHANGE
FLOOD DISCHARGE
CONTAINED IN CULVERT

ZONE AE

ZONE A

ZONE AE

1% ANNUAL CHANGE
FLOOD DISCHARGE
CONTAINED IN CULVERT

PROFILE BASE LINE

Jerome Creek

RAILROAD

M

L

K

J

I

H

H

G

F

F

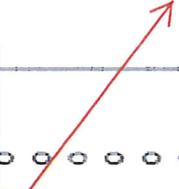
E

Jerome Creek

RIVE

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Project is located between Sections L and M, Elevation 678.4



FEET ABOVE CONFLUENCE WITH DES PLAINES RIVER

Development Agreement
Between
The Village of Pleasant Prairie
and
Riverview Group, LLC

July 21, 2014

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Development Agreement

Between

The Village of Pleasant Prairie

And

Riverview Group, LLC

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List of Exhibits

- Exhibit A - Legal Description of the Property
- Exhibit A-1 - Depiction of the Property
- Exhibit B - Legal Description of Phase 1 Property
- Exhibit C - Legal Description of Phase 2 Property
- Exhibit D - Village Work Letter of Credit
- Exhibit E - Developer Work Letters of Credit
- Exhibit F - Substantial Form of Memorandum of Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Development Agreement") is made and entered into effective as of the ____ day of _____, 2014 (the Effective Date"), by and between Riverview Group, LLC, an Illinois limited liability company (the "Developer") and the Village of Pleasant Prairie, a Wisconsin municipal corporation (the "Village").

RECITALS:

WHEREAS, the Developer has a valid contract to purchase the real estate located within the Village, more particularly described on **Exhibit A** attached hereto (the "Property") which comprises the property more particularly described on **Exhibit B** attached hereto (the "Phase 1 Property") and the property more particularly described on **Exhibit C** attached hereto (the "Phase 2 Property").

WHEREAS, a depiction illustrating the approximate location of the Property, including the Phase 1 Property and the Phase 2 Property is attached hereto as **Exhibit A-1**;

WHEREAS, the Developer currently contemplates developing the Property into a development commonly known as the "Riverview Corporate Park" (the "Development Project") by constructing thereon what are preliminarily projected to total approximately eight (8) buildings (collectively, the "Buildings" and each, individually, a "Building") in at least two (2) phases (each a "Phase"), with the first Phase ("Phase 1") consisting of the construction of what are preliminarily projected to total approximately two (2) buildings on the Phase 1 Property (the "Phase 1 Buildings"), and the second Phase ("Phase 2") consisting of the construction of what are preliminarily projected to total approximately six (6) buildings on the Phase 2 Property (the "Phase 2 Buildings"). The Phase 1 Buildings and the Phase 2 Buildings shall be collectively referred to as the "Buildings";

WHEREAS, portions of the Property are presently zoned M-5 Production Manufacturing District, which zoning classification allows the development of buildings for manufacturing, assembly, office and research and development uses with limited warehouse and distribution uses;

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

WHEREAS, on February 10, 2014 the Village Board of Trustees (the "Village Board") adopted Resolution No. 14-05 which amended the TID Project Plan (as amended, the "TID Project Plan") of Tax Incremental District No. 2 (the "District"), with Amendment No. 5 ("Amendment No. 5") to add the Property to the District;

WHEREAS, Amendment No. 5 provides that the Development Project be accompanied by this Development Agreement between the Developer and the Village;

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

WHEREAS, the Village intends to reimburse the Developer up to a maximum amount for certain eligible costs incurred by the Developer in connection with certain storm water management, grading and site work that are needed for redevelopment of the Phase 1 Property to provide an incentive to the Developer which the Village Board determines to be necessary to encourage the Developer to undertake the duties and responsibilities set forth herein;

WHEREAS, the Village believes that unless the Village provides the incentives to the Developer described in this Development Agreement, the Developer will not undertake redevelopment of the Phase 1 Property;

WHEREAS, the Village has determined that the redevelopment of the Phase 1 Property pursuant to this Development Agreement and the fulfillment generally of this Development Agreement by the parties hereto are in the best interests of the Village and its residents; will enhance the value of other properties in the Village; will promote the orderly development of the Phase 1 Property in accordance with the master land use plan for growth and development adopted by the Village; and are in accord with the public purposes and conditions of the applicable state and local laws and requirements under which the TID Project Plan has been undertaken and is being carried out; and

WHEREAS, upon the successful completion of certain of the obligations under this Development Agreement, the Village and Developer anticipate amending this Development Agreement and/or entering into a new development agreement regarding the development of the Phase 2 Property on terms mutually acceptable to Developer and the Village.

AGREEMENT

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

SECTION I. CONTINGENCY

The obligations of the Village under this Development Agreement will be contingent upon Developer providing written notice to the Village that Developer has acquired fee simple title to all of the Property on or before the date which is sixty (60) days after the date of this Development Agreement (the "Latest Title Date"). Such written notice shall include a copy of a title insurance policy showing fee simple title to the Property vested in Developer on or before the Latest Title Date and with such title otherwise in a condition reasonably acceptable to the Village. In the event that

Developer has not provided written notice and a copy of an acceptable title policy to the Village on or before the Latest Title Date, the Village may terminate this Development Agreement at any time after the Latest Title Date by written notice to Developer.

SECTION II. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

1. Developer is a duly organized and existing limited liability company in current status under the laws of the State of Illinois.

2. The execution, delivery and performance of this Development Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery and performance of this Development Agreement and the matters contemplated hereby. This Development Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

3. The Developer has a contractual right to purchase the Property and upon the satisfaction of the contingency provided in Section I hereof will be the sole fee simple absolute owner of the Property and will be lawfully seized and possessed of the Property.

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

5. The Developer has at this time, or will have so long as this Development Agreement continues in effect, sufficient available funds for the completion of the Developer's obligations under this Development Agreement.

6. The Developer has obtained all necessary equity and debt financing to fully fund all of its obligations hereunder and has performed and complied with all conditions, covenants and agreements as required by such debt financing.

SECTION III. UNDERTAKINGS OF THE DEVELOPER

A. Obtain Approvals for Plans and Specifications. The Developer, at its cost and expense, shall: (i) submit all information, drawings, elevations, plans, specifications and other documents and information and all other matters required by the Village for approval of all plans for any and all grading, site work, improvements, construction and development of the Property in accordance with the normal practices and procedures of the Village including, but not limited to, obtaining Village approval of a grading plan before commencing any work on the Property; and (ii) obtain all approvals necessary therefor within the earliest commercially reasonable time thereafter, and obtain all zoning, building and other permits and other approvals for construction of and enter into any other and further additional development agreements with the Village detailing the requirements for construction and development of the Phase 1 Property prior to the commencement of any construction activities thereon including, but not limited to, all required Site and Operational Plans (as defined in Article IX of the Village's Zoning Ordinance) and all required plat and/or certified survey map approvals under the Village's Land Division and Development Control Ordinance. The Developer shall submit to the Village a Phase 1 environmental assessment covering the Phase 1 Property, and dated within six (6) months of the date of the execution of this Development Agreement, on or before sixty (60) days after the date of this Development Agreement, showing an environmental condition of the Phase 1 Property reasonably acceptable to the Village. The Developer shall submit a proposed certified survey map for the Phase 1 Property, setting forth any land divisions required for the Phase 1 Property and providing for any public and private roadways on the Phase 1 Property, including the dedication of any easements required or any public roadways, to the Village for approval on or before ninety (90) days after the execution of this Development Agreement. The Developer shall submit a proposed Site and Operational Plan for the Phase 1 Property to the Village for approval on or before one hundred twenty (120) days after the date of this Development Agreement. As part of any approval process, the Village may, in accordance with its normal permitting and zoning process, impose such restrictions, covenants and obligations on the Developer as the Village deems appropriate for the development, construction and use of the Property. The Developer agrees to pay all development, license, permit, legal and other fees required by the State of Wisconsin, the Village and all other applicable governmental entities, and will not in any way seek reimbursement from the Village for the cost thereof. No buildings or improvements shall be constructed on or in the Property until the plans and specifications for such buildings and improvements have been granted final approval by the Village; all necessary zoning, building and other permits and approvals are obtained in accordance with the requirements of the Village and the Village ordinances; and the Village and the Developer have entered into such further development and other agreements, if any, as the Village deems necessary to detail the requirements for any and all demolition, construction on, and development of, the Property, and the obligations of the Developer with respect to the Development Project.

B. Compliance with Codes, Plans and Specifications. The construction of the Buildings and other improvements constructed on and in the Property, and their uses, shall be in compliance with all applicable zoning and other ordinances of the

Village; all other applicable laws, ordinances, regulations and requirements of all other governmental and quasi-governmental entities having jurisdiction over the Property; and with the pertinent provisions of the plans and specifications which have been approved by the Village. The acceptance of this Development Agreement and granting of any and all approvals, zoning, licenses and permits by the Village, in and of itself, shall not obligate the Village to grant any variances, exceptions or conditional use grants, or approve any building or construction the Village determines not to be in compliance with the Village ordinances, or the requirements of any other applicable governmental authority.

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

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

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

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

G. Construction Timeline for the Building(s). The Developer shall substantially complete construction of Building(s) on the Property with a minimum value increment (as such term is defined in Section 66.1105(2)m of the Wisconsin Statutes) at completion of not less than (i) Twenty-one Million Five Hundred Thousand and no/100 Dollars (\$21,500,000.00) as soon as practicable but in no event later than three (3) years after the date of this Agreement (ii) Thirty Million Eight Hundred Thousand and no/100 Dollars (\$30,800,000.00) as soon as practicable but in no event later than four (4) years after the date of this Agreement and (iii) Forty-three Million Six Hundred Fifty Thousand and no/100 Dollars (\$43,650,000.00) as soon as practicable but in no event later than five (5) years after the date of this Agreement. For purposes of this Development Agreement, for each Building, the terms "substantial completion" or "substantially completed" shall mean the issuance by the Village of an occupancy permit for that Building, provided that Developer and the Village have entered into an agreement concerning any uncompleted landscaping or other uncompleted work reasonably required by the Village for full completion of such Building in accordance with the usual practice and procedures of the Village.

H. Storm Water. The Developer shall, at its sole cost and expense, construct all private storm water facilities and at all times use the Property in accordance with the Village's Stormwater Management and Stormwater Drainage System Facilities, Stormwater Storage Facility and Construction Site Maintenance and Erosion Control Ordinance, the Site and Operational Plans; all surface and storm water runoff, management, filtration and other such requirements of the Village and all other applicable governmental entities and authorities as are applicable and in effect (collectively, the "Storm Water Work"). Prior to the commencement of any Storm Water Work, the Developer shall submit all contracts for the design and construction of the Storm Water Work to the Village for the Village's written approval of the contractors and contracts. The Developer shall not commence any construction or improvement on or in any part of the Property unless and until the Developer has obtained all Site and Operational Plan approvals required for a storm water management plan from the Village, and from all other applicable government authorities.

I. Public Utilities. The Developer shall install water services from the shut-off valve to the Buildings, such that no portion of the Property shall be served by a private water system. The Developer shall obtain all requisite permits and approvals for such water system from all other applicable government authorities. The Developer

shall install sanitary sewer service to the Buildings such that no portion of the Property shall be served by private septic or alternate means of treating sanitary sewer effluent. The Developer shall obtain all requisite permits and approvals for such sanitary sewer service from the Village and all other applicable government authorities.

J. Covenants, Easements, Development Standards and Restrictions.

The Developer shall burden the Property with and convey such covenants, easements, development standards and restrictions on, in or affecting the Property to or as directed by the Village in connection with the Development Project, or otherwise, including, but not limited to, any temporary or permanent easements required to construct, maintain or use any roadways, stormwater management systems, sanitary sewer systems or water mains or systems to be constructed by the Village within the Property as allowed pursuant to the TID Project Plan, which covenants, easements, development standards and restrictions shall be recorded against and will run with the Property. Developer shall prepare and submit to the Village a proposed recordable Declaration of Covenants, Conditions and Restrictions providing such covenants, easements, development standards and restrictions for the Property within sixty (60) days after the Effective Date of this Development Agreement for Village approval, and shall make any and all changes thereto requested by the Village as required for Village approval. Developer shall execute and record the approved Declaration of Covenants, Conditions and Restrictions against the Property within fifteen (15) days of approval by the Village.

K. Developer Work. All of the Site Work and Grading and Storm Water Work (collectively, the "Developer Work") shall be performed to such standards as are generally specified by the Village for such work as if performed on behalf of the Village, and as specifically required by the Village. All stormwater and sanitary sewer work, water work and work on detention basins shall be performed by contractors and subcontractors who are licensed and qualified to do such work and are approved by the Village. Without limiting the foregoing, the Developer shall at all times take all precautions necessary or advisable and at all times perform all work on or in the Property or in connection with the Development Project, in a manner that will safeguard and protect the water and other infrastructure that may be affected by the Development Project, and complies with the requirements of the Village's Construction Site Maintenance and Erosion Control Ordinance. The Developer shall notify the Village of the commencement date of all Developer Work, or Developer building construction on, in, or related to the Property, and keep the Village informed of the Developer's construction schedule. The Developer shall promptly deliver to the Village when, and as, requested by the Village, all delivery tickets for materials brought onto the Property. For purposes of this Development Agreement, for Developer Work, the terms "substantial completion" or "substantially completed" shall mean, the issuance by the Village of a final inspection approval for such Developer Work, provided that the Developer and the Village have entered into an agreement concerning any uncompleted landscaping or other uncompleted work reasonably required by the Village for full completion of such Developer Work in accordance with the usual practice and procedures of the Village.

L. Letters of Credit.

1. Village Work Letter of Credit. Contemporaneously with the delivery of the Village Work Notice, as provided in Section IV below, Developer shall deliver to the Village an unconditional irrevocable standby letter of credit on original bank letterhead substantially in the form attached hereto as **Exhibit D**, but in form and content acceptable to the Village, issued by a financial institution acceptable to the Village, payable at sight upon presentment of the Village's draft, in the face amount of not less than One Million Seven Hundred Thirty-four Thousand and no/100 (\$1,734,000.00) (the "Village Work Letter of Credit Amount") which is the estimated cost of the Village Work, as defined in Section IV below (the "Village Work Letter of Credit"). In the event the Developer fails to (i) fulfill its obligation to complete the Developer Work on or before June 1, 2017 except if Developer has not (x) commenced any Developer Work and (y) provided the Village the Village Work Notice (as hereinafter defined), or (ii) complete the construction of the Buildings with a value and by the deadlines as set forth in Section III.G hereof, the Village may draw under the Village Work Letter of Credit to reimburse the Village for any and all of its costs of construction of the Village Work. On or about February 1 of each calendar year after value increment has been created from the Phase I Property, the Village shall subtract the Tax Increment (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated from the Phase I Property from the Village Work Letter of Credit Amount and provide this calculation to Developer in writing, whereupon the Developer may decrease the Village Work Letter of Credit Amount to the amount provided in such Notice.

2. Developer Work Letters of Credit. Prior to its commencement of any project involving Developer Work, as defined in Section III.K above (a "Developer Work Project"), Developer shall deliver to the Village an unconditional irrevocable standby letter of credit on original bank letterhead substantially in the form attached hereto as **Exhibit E**, but in form and content acceptable to the Village, issued by a financial institution acceptable to the Village, payable at sight upon presentment of the Village's draft (each a "Developer Work Letter of Credit" and collectively the "Developer Work Letters of Credit"), in the face amount of not less than the Developer Work Project Amount (as hereinafter defined). The "Developer Work Project Amount" for each Developer Work Project shall equal the guaranteed maximum price set forth in the executed construction contract between Developer and the contractor constructing the Developer Work Project, which shall be provided to the Village prior to the commencement of the Developer Work Project, plus ten percent (10%). In the event the Developer fails to (i) fulfill its obligation to complete the Developer Work on or before June 1, 2017 except if Developer has not (x) commenced any Developer Work and (y) provided the Village the Village Work Notice, or (ii) complete the construction of the Buildings with a value and by the deadlines as set forth in Section III.G hereof, the Village may draw under the Developer Work Letters of Credit to reimburse the Village for any amounts paid to the Developer under Section IV below and/or to complete any unfinished Developer Work.

3. Letters of Credit Provisions. The following provisions shall apply to the Village Work Letter of Credit and the Developer Work Letters of Credit (collectively the "Letters of Credit" and individually, each a "Letter of Credit"). Each of the Letters of Credit shall be for a term of not less than one (1) year from and after the date of the issuance of the Letter of Credit. The Village may draw upon either Letter of Credit by providing a sight draft in the requested amount along with a statement that Developer is in default under that certain Development Agreement dated _____ [fill in date of this Development Agreement] between the Village of Pleasant Prairie and Riverview Group, LLC, signed by an authorized representative of the Village. The Developer shall deliver to the Village no later than thirty (30) days prior to the expiration of either of the Letters of Credit, a replacement Letter of Credit in the same form as the applicable Letter of Credit, which shall expire no less than one (1) year after the effective date of such replacement Letter of Credit. Each replacement Letter of Credit shall be replaced with a subsequent, identical replacement Letter of Credit no later than thirty (30) days prior to the expiration of the then current Letter of Credit, until Developer completes the Buildings with the value and by the deadlines as set forth in Section III.G hereof. The Developer shall have the right at any time and from time to time, with the prior written consent of the Village, which shall not be unreasonably withheld, to replace either of the Letters of Credit with a substitute Letter of Credit, provided that such substitute Letter of Credit: (i) is issued by a financial institution having a credit rating equal to that of the issuer of the existing letter of Credit; (ii) is in an amount equal to the then outstanding balance of the existing Letter of Credit; (iii) has a term not less than the remaining term of the existing Letter of Credit; and (iv) is otherwise on the same terms as the existing Letter of Credit. For purposes of this Development Agreement, all references to the "Letters of Credit" shall be deemed to include any amended Letter of Credit, amendment to a Letter of Credit, substitute Letter of Credit and/or any replacement Letter of Credit.

SECTION IV. UNDERTAKINGS OF THE VILLAGE

In the event Developer provides the Village written notice (the "Village Work Notice") on or before February 1, 2017 requesting that the Village commence construction of the roadways, sanitary sewer and water main infrastructure to service the Phase 1 Property (the "Village Work"), which Village Work Notice shall include the original Village Work Letter of Credit (or the Developer has provided alternative security to the Village acceptable to the Village in its sole discretion), the Village shall contract with contractors chosen by the Village to commence and proceed to complete the Village Work in a reasonable timeframe, subject to the time of year (for any notice received too late in the fall, the Village Work will not be commenced until the following spring), weather conditions, labor shortages, acts of God, casualty and other matters outside the reasonable control of the Village. Notwithstanding anything provided herein to the contrary, in the event that (i) Developer has not sent the Village Work Notice and (ii) Developer has not been reimbursed for any Developer Work as provided below, on or before April 1, 2017, the Village may terminate this Development Agreement by written notice to Developer after such date.

In the event that Developer (i) is not in default under this Development Agreement, (ii) has obtained all of the required approvals and permits from the Village and other parties as required under Section III hereof, and (iii) has delivered to the Village and continues to maintain the Letters of Credit as provided in Section III.L above, the Village shall reimburse Developer the amount of the eligible costs and expenses for the Developer Work paid by the Developer, which have been verified and approved by the Village from time to time as set forth in this Section IV. in an amount not to exceed Two Million Thirty-eight Thousand Dollars (\$2,038,000.00), to the extent such funds are available in the account in which the Village deposits tax increments from the District. The Developer shall submit to the Village not more than once in any calendar quarter paid invoices, lien waivers and all other information requested by the Village to verify and approve that the costs and expenses are eligible costs and expenses and have been paid by the Developer as hereinafter provided. Any such requests shall be accompanied by originals of lien waivers from contractors, subcontractors and suppliers for the Developer Work. The Village staff and the Village Board shall review the lien waivers and other documentation received from the Developer and reports from the Village's engineering consultants relating to the status of the work in progress for which such reimbursement from the District Account is claimed and recommendations of such consultants regarding the amount of the reimbursement from the District Account to be released. Provided there is no uncured default of this Development Agreement by the Developer, the Village Board shall then authorize a reimbursement from the District Account to the extent that the work has been completed and that appropriate payment has been made for such work. The Village will process such submissions from the Developer in accordance with its usual procedures and standards, and thereafter, if there is no uncured default of this Development Agreement by the Developer, approve the draw from the District Account and the date of such draw. The payments of draws from the District Account to the Developer shall be subject and fully subordinated to the full payment and reimbursement to the Village of all costs and expenses incurred or allocated by the Village in connection with the Property and this Development Agreement.

SECTION V. MISCELLANEOUS REQUIREMENTS

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

A. Manner of Performance. Cause all construction obligations of the Developer referred to in this Development Agreement to be carried out and performed in a good and workmanlike manner, consistent with construction standards in the Village;

B. Survey Monuments. Properly install metal stakes or pipes marking the corners of all lots that are being resurveyed and recreated pursuant to the terms of any plat of survey submitted to, and approved by, the Village;

C. Utilities. Install all electrical, telephone, cable, fiber optic and gas utilities underground in accordance with all ordinances of the Village. It shall be the

responsibility of the Developer to contract to have installed and pay for all costs associated with private utilities required by the Village;

D. Permits. Provide and submit to the Village, valid copies of any and all governmental agency permits relating to the construction of the Development Project. No occupancy permits shall be issued for the occupancy of any Building or portion thereof until such time as final inspections are completed and passed by the building, fire and rescue and zoning inspectors;

E. Noise. Make every effort to minimize noise, dust, and similar disturbances;

F. Debris. Keep the Property free from litter and debris during all phases of grading and construction. The Developer shall promptly remove and lawfully dispose of all tree trunks, limbs, brush and other rubbish and debris from the Development Project. Tree trunks and other organic matters shall not be backfilled on the Property. Offsite sediment deposition occurring as a result of a storm event shall be cleaned up by the end of the next work day following the occurrence. All other offsite sediment deposition occurring as a result of construction activities shall be cleaned up at the end of the work day;

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

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

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

SECTION VI. CONDITIONS OF ALL OBLIGATIONS OF THE VILLAGE UNDER THIS DEVELOPMENT AGREEMENT

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

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

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

C. **No Default.** No event of default has occurred, or with the giving of notice or lapse of time would occur;

D. **Financing.** Prior to the commencement of any work on the Property by the Developer, the Developer shall provide the Village evidence that the Developer has obtained financing for the cost of developing the Phase 1 Property and thereafter the Developer shall fully comply with the terms and conditions of any and all mortgage loan documents affecting the Property; and

E. **No Material Change.** There is no material adverse change in the financial condition of the Developer which might impair its ability to perform its obligations under this Development Agreement.

SECTION VII. INDEMNIFICATIONS

The Developer will indemnify and hold harmless the Village, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of the Developer under this Development Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Development Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Development Project and the Property. All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Village (each a "Village Obligation") and not of any governing body, member, officer, agent, servant or employee of the Village.

SECTION VIII. DEFAULT/REMEDIES

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

1. A failure by the Developer to cause substantial completion of the Development Project or any part thereof to occur pursuant to the terms, conditions and limitations of this Development Agreement including, but not limited to, the obligation to construct the Buildings with the value and by the applicable deadlines set forth in Section III.G. hereof; a failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Development Agreement including, but not limited to, the obligation to complete the Developer Work on or before June 1, 2017 except if Developer has not (x) commenced any Developer Work and (y) provided the Village the Village Work Notice; a failure by the Developer to pay any amount when and as due to the Village; or

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

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

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

1. Immediately suspend its performance under this Development Agreement from the time any notice of an event of default is given until it receives assurances from the Developer deemed adequate by the Village that the Developer will cure its default and continue its due and punctual performance under this Development Agreement;

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

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

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

C. Notice of Event of Default.

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

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

3. The Developer shall have fifteen (15) days after receipt of a Developer Default Notice to cure an alleged monetary default and shall have thirty (30) days after receipt of a Developer Default Notice to cure any other alleged failure to perform under this Development Agreement; provided, however, that if the failure is reasonably incapable of cure within said thirty (30) day period, the Developer has commenced such cure within said thirty (30) day period, and is diligently pursuing such cure, then the time for such cure shall be extended for a reasonable additional period of time under the circumstances as reasonably determined by the Village to allow the Developer to complete its curative activity.

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

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

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

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

E. Developer Remedies. In the event that Developer believes the Village has failed to perform its obligations under this Development Agreement, Developer shall notify the Village in writing of the specific nature of the alleged failure in writing (the "Village Default Notice"). In the event the Village has not cured such alleged failure to

perform under this Development Agreement within thirty (30) days after the Village Default Notice, the Developer may proceed with any remedy available under the laws of the State of Wisconsin for the breach of a contract.

F. **No Implied Waiver.** In the event any warranty, covenant or agreement contained in this Development Agreement should be breached by a party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

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

SECTION IX. PERMITTED DELAYS

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

SECTION X. FEES

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

B. **Engineering and Zoning Review Fees.** In addition to the Village's Consulting Engineer's Inspection services, the Developer shall reimburse the Village for

all fees incurred by it for the Village Engineer's inspections, the Village Community Development Department staff services and any other expert or administrative services in connection with its inspections and approvals of the Site Work and Grading, Storm Water Work and other items associated with the Development Project requiring the Village's review, inspection or approval. The Village's invoice shall provide an itemization specifying the work done, by whom it was done and the charge for such work.

C. Connection Fees. The Developer acknowledges that it will be required to pay municipal sanitary sewer connection fees as a condition of and prior to the issuance of any building permits for every connection made to the municipal sanitary sewer system. Upon application to the Village for a building permit, the Developer shall verify the amount of the sanitary sewer connection fee for that Building with the Village's Finance Department. At the time of the execution of this Development Agreement, there is no Village water connection fee. The collection of these fees, however, is subject to change by Village Ordinance and the Developer shall be responsible for the then current connection fees at the time of obtaining a building permit. Unless the Developer builds a Building on the Property, the Developer shall not be liable for any connection fee described in this Section X.C.

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

SECTION XI. ASSIGNMENT

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

assumes the obligations of Developer hereunder by an assumption document acceptable to the Village and (iii) Developer will not be released and will remain liable for all of its obligations under this Agreement.

SECTION XII. BINDING

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

SECTION XIII. AMENDMENTS

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

SECTION XIV. ADDITIONAL PROVISIONS

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

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

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

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

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

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

To the Village: Village of Pleasant Prairie, Wisconsin
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Michael R. Pollocoff, Village Administrator

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

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

To the Developer: Riverview Group, LLC
[only through 250 Parkway Drive, Suite 370
June 30, 2014] Lincolnshire, IL 60069
Attn: Mark B. Goode

To the Developer: Riverview Group, LLC
[on and after 9500 Bryn Mawr, Suite 340
July 1, 2014] Rosemont, IL 60018
Attn: Mark B. Goode

With a copy to: Keith J. Wenk and
S. Keith Collins
Mason, Wenk & Berman, LLC
1033 Skokie Blvd., Suite 250
Northbrook, IL 60062

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

Notice shall be deemed delivered (i) in the case of personal delivery, on the date when personally delivered; (ii) in the case of certified or registered mail, on the third

business day after the date when deposited in the United States mail with sufficient postage to effect such delivery, or (iii) in the case of notice sent via a nationally-recognized overnight delivery service, on the day such delivery service attempts delivery at the notice address.

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

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

I. Further Assurances. The Developer will at any time, and from time to time at the written request of the Village, sign and deliver such other documents and instruments requested by the Village as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Development Agreement.

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

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

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

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

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

O. No Threat to Public Health or Safety. Notwithstanding any language in this Development Agreement to the contrary, the Developer shall not do nor permit any other person to do anything in connection with the performance of the Developer's

obligations under this Development Agreement which poses a threat to the public health or safety.

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

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

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

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

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

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

[SIGNATURES CONTINUED ON NEXT PAGES]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A-1
DEPICTION OF THE PROPERTY

EXHIBIT B
LEGAL DESCRIPTION PHASE 1 PROPERTY

EXHIBIT C
LEGAL DESCRIPTION PHASE 2 PROPERTY

EXHIBIT D
VILLAGE WORK LETTER OF CREDIT

Exhibit E
DEVELOPER WORK LETTERS OF CREDIT

EXHIBIT F
SUBSTANTIAL FORM OF MEMORANDUM OF DEVELOPMENT AGREEMENT

[See attached]

MEMORANDUM OF DEVELOPMENT
AGREEMENT

Document Number

Document Title

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

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made by the **Village of Pleasant Prairie**, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 and Riverview Group, LLC, an Illinois limited liability company (the "Developer"), with a business address of 250 Parkway Drive, Suite 370, Lincolnshire, Illinois 60069, for the purposes set forth in the Development Agreement dated _____, 2014 between the Village of Pleasant Prairie and Riverview Group, LLC, an Illinois limited liability Company ("Development Agreement") on file with the Village.

Recording Area

Name and Return Address

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

WITNESSETH:

Parcel Identification Number (PIN)

1. The Developer and the Village have entered into the Development Agreement regarding the development of buildings (the "Riverview Corporate Park ") on certain real property located within the Village, the legal description which is attached hereto as **Exhibit A** and incorporated herein by reference (the "Property"). A copy of the Development Agreement which details certain required construction activities, responsibilities and obligations of all parties for the development of the Property is on file with the Village Clerk and can be viewed at the Village Municipal Building at the address stated above, as can copies of the approved construction plans, profiles and specifications relating to such construction, all of which are a part of or provided for in the Development Agreement.

2. The Development Agreement has provided, among other things, the following:

a. The Developer has undertaken certain obligations under the Development Agreement to perform the Developer Work (as such term is defined in the Development Agreement) as required by the Development Agreement.

b. The Developer has agreed to provide an Irrevocable Letter of Credit to the Village, which includes amounts for the Developer Work, as financial security for the Developer's obligations thereunder.

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

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

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

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

IN WITNESS WHEREOF, the Developer and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this ____ day of _____, 2014.

[SIGNATURES CONTINUED ON NEXT PAGES]

VILLAGE OF PLEASANT PRAIRIE,

a Wisconsin municipal corporation

By: _____
Name: John P. Steinbrink
Title: Village President

ATTEST:

By: _____
Name: Jane M. Romanowski
Title: Village Clerk

RIVERVIEW GROUP LLC,
an Illinois limited liability company

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

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

By: 
Mark B. Goode
its Manager

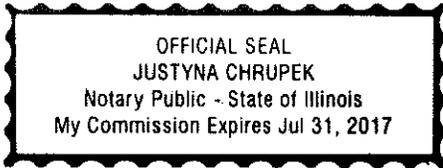
STATE OF WISCONSIN)
)
COUNTY OF KENOSHA) ss.

This Memorandum was acknowledged before me this ____ day of _____,
2014 by John P. Steinbrink, Village President, and Jane M. Romanowski, Village Clerk, of
the Village of Pleasant Prairie.

Jean M. Werbie, Notary Public,
Kenosha County, Wisconsin
My Commission Expires _____

STATE OF ~~WISCONSIN~~ ^{Illinois})
)
COUNTY OF Lake) ss.

This Memorandum was acknowledged before me this 16 day of July 2014, 2014 by the above-named Mark B. Goode, the Manager of Venture One Properties 2 LLC, an Illinois limited liability company ("V1"), V1 being the Manager of CV-Riverview, LLC, an Illinois limited liability company ("CVR"). And CVR being a Manager of Riverview Group, LLC, an Illinois limited liability company, and to me known to be the person who executed the foregoing instrument, and acknowledged the same on behalf of both of the three (3) aforesaid limited liability companies.

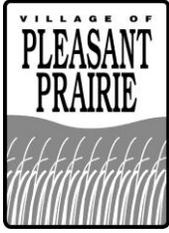


Justyna Chrupel
Notary Public,
Lake County, Illinois
Commission: # 189208
My Commission Expires July 31, 2017

This Memorandum Agreement Drafted by:

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

EXHIBIT A
LEGAL DESCRIPTION



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

To: Michael Pollocoff
From: John Steinbrink Jr.
Subject: Vehicle Disposal Approval
Date: July 21, 2014

I am requesting approval for the disposal of the following Village vehicles which have reached the end of their useful life:

- Vehicle 6993 – 2000 Jeep Cherokee; 93,370 miles
- Vehicle 8861 – 1986 Chevy Pickup; 85,552 miles

Cost savings would be realized in the elimination of insurance, repair and/or storage costs.

The aforementioned vehicles will be sent to auction.

I recommend that the above vehicles be disposed of.

RESOLUTION #14-20

**RESOLUTION AUTHORIZING THE
VILLAGE OF PLEASANT PRAIRIE
TO DISPOSE OF SURPLUS VEHICLES**

WHEREAS, the Village of Pleasant Prairie Public Works Department currently owns a 1986 Chevy Pickup Truck (85,552 miles); and a 2000 Jeep Cherokee (93,370 miles) and

WHEREAS, the 1986 Chevy Pickup Truck and the 2000 Jeep Cherokee are no longer capable of performing the work required by the Public Works Department because of their age, hours of operation and condition; and

WHEREAS, the two trucks are no longer needed to meet the needs of the Village.

NOW, THEREFORE, BE IT RESOLVED, that the Village Administrator be authorized to sell the 1986 Chevy Pickup Truck and the 2000 Jeep Cherokee to an authorized automobile auction company.

Passed and adopted this 21st day of July, 2014.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted: _____



MEMORANDUM

To: Village Board of Trustees

From: Michael R. Pollocoff
Village Administrator

Date: July 15, 2014

Re: Community Development Authority Appointments

I recommend the following appointments to the Community Development Authority for the terms listed below:

Community Development Authority

John Steinbrink	Term – August 5, 2015
Mike Serpe	Term – August 5, 2015
Larry Nelson	Term – August 5, 2017
Gary Hutchins	Term – August 5, 2018

* * * * *



MEMORANDUM

TO: Village Board Trustees

FROM: Jane M. Romanowski
Village Clerk

DATE: July 17, 2014

RE: BP AM/PM Liquor and Cigarette License Renewal Applications
(Property Owners: VIDHYA Corp. VIII, Inc.)
(Licensing Corporation: R & D IV, Inc.)

On May 2, 2014, R & D IV, Inc. submitted applications to renew both the Class "A" Fermented Malt Beverage License and the Cigarette and Tobacco Products License for the BP AM/PM gas station located at 10477 120th Avenue. On June 2, 2014, the Village Board approved the renewal application for the Class "A" Fermented Malt beverage license to Syed Hussain, Agent for R & D IV, Inc. As with all licensed establishments, the approval was subject to payment of license fees, publication fees and any delinquencies of property taxes, personal property taxes, inspection fees, utilities and invoices prior to the issuance of any license. I have the authority to issue a Cigarette and Tobacco Products License in accordance with Village ordinances without Village Board approval.

On June 6, 2014, the attached letter was sent to R & D IV, Inc. indicating the Board's approval of the liquor license which letter included a listing of the license fees and delinquencies due before any licenses were to be issued. On June 9, 2014, Syed Hussain visited the Village Hall and requested from the Finance Department an accounting of the delinquent invoices and that information was provided to him.

On June 30, 2014, the property owner paid the delinquent property taxes in the amount of \$27,279.35. At that time, Vesna Savic, Deputy Village Clerk, told the BP representative that until the delinquencies were paid in full, they could not sell tobacco or alcohol products. The Police Department visited the property on July 1st and found that tobacco and alcohol were still available. Syed Hussain was instructed to remove these products or citations would be issued. On July 2, 2014, a police officer once again visited the property and found the tobacco products were removed from the shelves and the coolers with the alcohol were locked. The Police Department has visited the property numerous times since July 2nd to make sure tobacco and alcohol products are not being sold.

On July 16, 2014 at 2:00 p.m., a representative from Attorney Mike McTernan's office arrived at the Village Hall to pick up the licenses. He had numerous checks - one dated July 16, 2014 in the amount of \$10,000 and weekly post-dated checks to pay off the delinquencies.

Unbeknownst to the Village Administrator or me, Village Engineer, Mike Spence discussed and approved a payment plan with the Village's attorney and Attorney McTernan was told he could submit the checks and the licenses would be issued.

After discussing the issue with Mike Pollocoff, I went to the front lobby to inform the representative from Attorney McTernan's office that the tobacco and liquor licenses would not be issued until all fees are paid. The representative then called Attorney McTernan on a cell phone and proceeded to hand the phone to me. I informed Mr. McTernan that the Village Administrator nor I were aware of any deals which were reached regarding a payment plan for the delinquencies or the issuance of any licenses. I informed Mr. McTernan that the check dated July 16, 2014 in the amount of \$10,000 could be receipted through the Finance Department as a payment on the account but that I would not accept any post-dated checks. Mr. McTernan then said no payment would be made and he was very upset that the Village was not willing to abide by the agreement approved by Village Engineer Mike Spence and the Village's attorney. I indicated to Mr. McTernan that I had no authority to issue any licenses contrary to Board approval or what clearly would be in violation of Village ordinances.

Mr. McTernan has submitted the attached request for the Board to consider a payment arrangement whereby the licenses could be issued and payment of any delinquencies could be made at a later date.

Section 194-6 (B) of the Municipal Code states: "No license shall be granted for operation on any premises upon which property taxes, personal property taxes, assessments, special assessments, utility payments or invoices are delinquent or other financial claims of the Village are unpaid." The same exact language exists in Chapter 214-2(E) of the Municipal Code of the Licenses and Permits regulations which applies to the issuance of the Cigarette and Tobacco Products and Retail License.

The license and publication fees due are \$370.00; and as of July 3, 2014, the delinquent invoices for legal fees, engineering, Community Development, Sanitary Sewer, Weights and Measures and consulting fees totaled \$66,832.72 as detailed on the attachment. Other than the June 30th payment of the delinquent property taxes in the amount of \$27,279.35, no payments have been made on this property's account since October 30, 2013.

The Village Board has not deviated in approving liquor licenses in any manner other than abiding by the ordinances and laws established by the Board. I have worked endlessly to equally apply Village Board approval and Village ordinances to all applicants when dealing with licenses and permits.

Attachments



Office of the Village Clerk
Jane M. Romanowski

June 6, 2014

R & D IV, Inc.
Syed Hussain, Agent
10477 120th Avenue
Pleasant Prairie, WI 53158

Re: BP Class "A"
Fermented Malt Beverage License

Dear Mr. Hussain:

The Village Board approved the renewal application for a Class "A" Fermented Malt Beverage License for BP AM/PM at 10477 120th Avenue, on June 2, 2014 effective July 1, 2014 - June 30, 2015, subject to the following conditions:

• Payment of License and Publication Fees	
Liquor License	\$ 250.00
Cigarette License	100.00
Publication Fee	20.00
• Delinquent 2013 Real Estate Taxes	\$27,279.35
• Delinquent Invoices (Sewer, Engineering Legal fees, Community Development)	<u>\$66,462.72</u>
TOTAL DUE	\$94,112.07

PLEASE PAY FOR AND PICK UP YOUR LICENSE(S) AT THE VILLAGE HALL, 9915 - 39TH AVENUE, BEFORE JUNE 30, 2014. If you have any questions, call me at (262) 694-1400.

Sincerely,

Jane M. Romanowski
Village Clerk

Cc: Syed Hussain, 10020 74th St. #F, Kenosha, WI 53142
Dixit Patel, 1386 White Oak, Lane, West Chicago, IL 60185

R & D Inc.

Legal Fees	3,250.00
Engineering	10,393.75
Community Developer	39.27
Sanitary Sewer	955.94
Weights and Measures	390.00
Drake Consulting	46,543.83
Interest	5,259.93
Total as of 7/1/2014	66,832.72



**Alia DuMez
Dunn & McTernan**
ATTORNEYS AT LAW

July 17, 2014

6633 Green Bay Road
Kenosha, WI 53142
T: (262) 654-8700
F: (262) 654-8600
www.addmlaw.com

Gino M. Alia
Robert I. DuMez
Tony M. Dunn
J. Michael McTernan
Michael R. Cholak
Of Counsel

Debbie Gourdoux
Beverly Kozerksi

Michael R. Pollocoff
Village Administrator
Village of Pleasant Prairie
9915 – 39th Avenue
Pleasant Prairie, WI 53158

RE: Mr. Dixit Patel / VIDHYA Corp VIII, Inc.
BP Station at 10477 – 120th Avenue

Dear Mr. Pollocoff:

On behalf of my client, VIDHYA Corp VIII, Inc., we kindly ask that you support our request that the Village Board approve a payment plan pursuant to the attached schedule for the invoices that were received by my client in order to allow my client to renew is Class "A" Fermented Malt Beverage License for BP AM/PM at 10477 - 120th Avenue, effective July 1, 2014 - June 30, 2015.

All payments but for Delinquent Invoices (Sewer, Engineering, Legal Fees, Community Development) have been paid, and we request approval of a payment plan.

Thank you for your consideration in this matter.

Very truly yours,

J. Michael McTernan

Enclosure

JMM/jm

cc: Mr. Dixit Patel, VIDHYA Corporation VIII, Inc. (via email)
Mr. Timothy Geragthy (via email)

	FROM:-		
	R&D# IV INC		
	10477 120TH AVENUE		
	PLEASANT PRAIRIE WI-53158		
	TO:-		
	VILLAGE OF PLEASANT PRAIRIE WISCONSIN		
	WEEKLY PAYMENT PLAN		
	CHEQUE DATE	CHQ-NO	CHQ-AMOUNT
1	7/22/14	881	\$ 10,000.00
2	7/29/14	882	\$ 5,000.00
3	8/5/14	883	\$ 5,000.00
4	8/12/14	884	\$ 5,000.00
5	8/19/14	885	\$ 5,000.00
6	8/26/14	886	\$ 5,000.00
7	9/2/14	887	\$ 5,000.00
8	9/9/14	888	\$ 5,000.00
9	9/16/14	889	\$ 5,000.00
10	9/23/14	890	\$ 5,000.00
11	9/30/14	891	\$ 5,000.00
12	10/7/14	892	\$ 5,000.00
13	10/14/14	893	\$ 4,183.00
			\$ 69,183.00