

**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**  
**October 6, 2014**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – September 15, 2014
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator’s Report
7. New Business
  - A. Receive Plan Commission recommendation and consider a Development Agreement and the Consent to Development Agreement related to a portion of the required public and private improvements specified in the original Agreement for the Arbor Ridge development and for additional public improvements to serve The Addison of Pleasant Prairie, the proposed Senior Lifestyle Community, generally located south of Prairie Ridge Boulevard and east of 97th Court within the Prairie Ridge development.
  - B. Receive Plan Commission recommendation and consider a Correction Instrument related to an error in the legal description and drawing for Certified Survey Map 2064 for the property located at the southwest corner of Prairie Ridge Boulevard and 96th Avenue.
  - C. Receive Plan Commission recommendation and consider a Certified Survey Map for the proposed Senior Lifestyle Community that will provide 96 senior living units on the property generally located south of Prairie Ridge Boulevard and east of 97th Court within the Prairie Ridge development.
  - D. Receive Plan Commission recommendation and consider Ordinances #14-29 and #14-30 for a Zoning Map and Zoning Text Amendments for The Addison of Pleasant Prairie, the proposed Senior Lifestyle Community that

will provide 96 senior living units on the property generally located south of Prairie Ridge Boulevard and east of 97th Court within the Prairie Ridge development.

- E. Receive Plan Commission recommendation and consider Ordinance #14-31 amending the Village of Pleasant Prairie 2035 Comprehensive Plan related to The Addison of Pleasant Prairie, a senior living facility with 96 units on the vacant 9 acre property generally located south of Prairie Ridge Blvd. and east of 97th Court within the Prairie Ridge development.
  - F. Consider Resolution #14-27 for the acceptance of a portion of First Phase Public Improvements for the Arbor Ridge development.
  - G. Consider Resolution #14-31 requesting the support of the Office of the Wisconsin Rail Commissioner for the Installation of Warning Devices at the EMCO Rail spur and CTH H on the Soo Line Tracks and support the Kenosha County Bike Path Crossing.
  - H. Consider Agreement for Financial Advisory Services with Sterne, Agee & Leach, Inc.
  - I. Consider Resolution #14-28 – Preliminary Resolution declaring intent to exercise special assessment police powers in connection with the construction of 360 linear feet of water main on 63<sup>rd</sup> Avenue between 83<sup>rd</sup> and 84<sup>th</sup> Streets.
  - J. Consider Resolution #14-29 – Resolution rescinding Final Resolution #07-72 authorizing special assessments for the extension of water on 63<sup>rd</sup> Avenue from STH 165 (104<sup>th</sup> Street) to 100<sup>th</sup> Street.
  - K. Consider disallowance of a claim submitted by John Stiles for damage to a vehicle cause by driving over a pothole on Cooper Road June 14, 2014.
  - L. Consider Resolution #14-30 in support of National Cyber Security Awareness Month.
  - M. Consider reappointments to the Community Development Authority.
  - N. Consider Operator License Applications on file.
8. Village Board Comments
9. Adjournment.

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

**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
September 15, 2014  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, September 15, 2014. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz and Mike Serpe. Clyde Allen was excused. Also present were Michael Pollocoff, Village Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Mike Spence, Village Engineer; Dan Honore, IT Director; Carol Willke, HR and Recreation Director and Jane M. Romanowski, Village Clerk. Four citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**

John Steinbrink:

If we could have the Pleasant Prairie honorees there lead us in the pledge.

- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - SEPTEMBER 2, 2014**

Steve Kumorkiewicz:

Move to approve as written.

Kris Keckler:

Second.

John Steinbrink:

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

**KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE SEPTEMBER 2, 2014 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

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**5. CITIZEN COMMENTS**

John Steinbrink:

Anybody wishing to speak on an item this evening now is your time unless you have an item on the agenda which you plan on speaking at.

John Steinbrink:

Use the microphone and give us your name and address for the record.

Brooklyn Jenkins:

Hi. I'm Brooklyn. I'm four years old. I'm Tiny Miss Pleasant Prairie 2013. Thank you for letting me represent the Village.

Rachel Kenyon:

Hi, I'm Rachel Kenyon. I am Little Miss Pleasant Prairie 2013. I live in Pleasant Prairie. My address is 9020 24th Avenue, and than you for letting me serve.

Natalie LaForge:

Hello, I'm Natalie LaForge. I'm your 2014 Miss Pleasant Prairie. I could not be more excited or blessed to serve for this awesome Village. This year my platform will be agricultural awareness, and I plan to target children in schools and teach them about the connection between farmers and food. I also want to teach them about 4H and FSA.

Brook:

Hi, I'm Brook and I'm Little Miss Pleasant Prairie and I'm 8.

Nayla:

Hi, I'm Nayla, Tiny Miss Pleasant Prairie 2013. I'm five and a half.

John Steinbrink:

Thank you and congratulations.

Robert Youngman:

Good evening, I'm Bob Youngman. I live at 7540 104th Avenue. And I'm here representing the many property owners that signed a petition for enforcing the 25 mile an hour speed limit on 104th Avenue. I have the petition signatures of 75 percent of the property owners on 104th Avenue. The first step is to have four-way stop signs at the Prairie Ridge --

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John Steinbrink:

If you want to take the microphone with you that will help probably.

Robert Youngman:

The bottom line is that there is a traffic control proposal for four-way stop signs which have been successful at Highway C two locations, and this would be the only way to solve the problem of having the speed limit of 35 miles an hour going from the south and from the west. And then we have a 25 mile an hour speed limit over here in blue. And 104th is meant to be a 25 mile an hour speed limit. So it would bring it to their attention of everyone if the proper signage was put in place. Thank you.

John Steinbrink:

This is citizens' comments. We can't act on anything that isn't notice.

Mike Pollocoff:

Did you have the petition that you wanted to present to the Clerk? Now would be the time to do it.

Robert Youngman:

Yes.

John Steinbrink:

Thank you.

John Braig:

John Braig, 4707 84th Street. In the past I've expressed concern about the length of time that railroads block roadways in the Village. Waiting as long as a half an hour on 95th Street is not unusual. In fact, I've seen a pedestrian crawl under the railroad cars to cross while it was blocked for an extended period of time.

On September 2nd at 4:06 p.m. I was heading eastbound on Bain Station Road. And, of course, the crossing was blocked by a railroad. I stubbornly waited it out. At 5:20 the train was still blocking the crossing. That's an hour and 14 minutes. And I left at that time only thinking that it must have been another one of those accidents and the train would be there for a couple more hours. Now, Bain Station is not a flea bit little roadway anymore, to wit the County has decided to leave four way traffic signals at its intersection with Highway H and with Highway C. I can't believe that something can't be done about this. Thank you.

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John Steinbrink:

Thank you, John.

Jane Romanowski:

There are no additional signups tonight, Mr. President.

John Steinbrink:

Anyone else wishing to speak under citizens' comments? Hearing none, I'm going to close citizens' comments and we're going to move onto Item 6, Administrator's Report.

[Inaudible]

Amee Janis:

My name is Ameen Janis, and I'm actually not a resident of Pleasant Prairie, but I'm a resident of Kenosha County out in Salem. And I'm actually the founder of [inaudible] and I started this program to make drivers away of the speeding issues in neighborhoods. So I just wanted to say we'd like you to take into consideration the children [inaudible] sidewalk [inaudible]. Thank you.

John Steinbrink:

Alright, thank you. Anyone else wishing to speak? If not I will close citizens' comments.

## **6. ADMINISTRATOR'S REPORT**

Mike Pollocoff:

Mr. President, we received today our copy of the recommendation from the hearing examiner that was conducting the hearing for two things. One was railroad signals and guides on the bike path on H. And the second one for the spur crossing at the Emco facility. Village staff and President Steinbrink had gone through the hearing, commented on it and made our views known as to why we thought that the Emco crossing was necessary. And the hearing examiner is recommending that we put the streetlights in that were planned to be put in to light up the area, but that we look at having yield sign with some lines that would be outlined with white flashing lights to designate that they should be yielding to a railroad crossing.

We have 15 days to reply, so I contacted the Commissioner's office and see if we can get an extension until October 7th. The Board will be in session again on October 6th. That will give the staff the opportunity to prepare another analysis and report that we can use to convince the Railroad Commissioner that we'd like to see an outcome different than what the hearing examiner recommended. We think street lights will help because all these deliveries are made at night, but they're still black cars. And on a foggy night if you think about putting your high beams on in the fog you really don't see anything.

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So I think we'd really like to take another run at this. If we can't get them to extend it to that two week period then I'd be seeking authority to respond on behalf of the Village prior to the 15 days that they've given us for that item. They did rule that the bike path will get flashing red lights and I believe gates on the bike lanes. It wouldn't be on the bike lanes, the gates would be extended from the road onto the bike lanes. Because the bike lanes kind of come out at an angle. And there would be a point when you go out on that angle to cross that track at a 90 degree where you could have your back to the train. I those are a valid need.

But I still think that even though this is a private crossing, I mean Emco is a good company, but they really carry a broad range of things that they take shipments of from confectionary alcohol to [inaudible] by Jelly Belly to shine the beans up, from chocolate to all sorts of things. So it's not that a car would explode, but on the other hand if a valve was breached on a rail car you could be dumping 20,000 gallons of whatever into the environment. Emco is in full agreement with this. We have two steps to go through. One is to make the case to convince the Commissioner that this should be done, and everybody is going to have to put something into it to pay for it. But if the railroad doesn't want to do it, and the railroad has indicated that they don't, that question has to be resolved first. So that's where we stand with that. I think given the fact that we've had two accidents and we could have more I think it's worth pursuing to see if we can get this final decision made. This would be our third crack at trying to get that crossing signaled.

Michael Serpe:

Mike, I was at that hearing. It just amazes me sometimes the thinking that goes on with people making decisions in our community that are not a part of our community. Chief Smetana gave a perfect example of why we should have the flashing lights. You need a visual contact from the drivers with a warning. The railroad sign that criss-crosses is not enough and nobody even sees those. And who knows better than the police department and the Chief as to what is needed at that crossing. And for those people to turn their back on us is very disturbing.

Mike Pollocoff:

That's it.

John Steinbrink:

Okay, it sounds like we have some business to do with the railroad.

Steve Kumorkiewicz:

Do we have to vote or make a motion to --

John Steinbrink:

No, it's Administrator's report.

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**7. NEW BUSINESS**

**A. Consider award of contracts for various construction specialties for Fire Station No. 1.**

Mike Pollocoff:

Mr. President, if you think back we had rejected previous bids for the fire station because we felt that there were two things going on, the bids were higher and we didn't have a sufficient number of bidders for the project. We reopened bids again on September 8th. And the prices came out better because we had done some value engineering with the guidance of our consultant, Riley Construction. And with the work that's been done to re-engineer the project down a little bit and with the prices the increase now is \$29,436. That's on a contract price of \$4,546,294 which I think on a percentage basis is pretty good.

Riley has analyzed the bids and have gone through them. They've provided recommendations for award of contracts which is presented in your bid tab summary. I'd recommend that those contracts be awarded that are recommended. I don't know if Riley has got anything that they want to add to the recommendations.

Dave Riley:

Dave Riley, 5301 99th Avenue, Kenosha. When I was up in front of you guys in July this was our plan, we thought this was the best route to take. I believe now that we have the bids it was the best route to take. We are back to within pretty close to budget. I remind everybody that we're carrying a contingency, too, in this budget. So we'll try to bring this thing even under the numbers we're showing today.

Even up to the last night there was pressure on bidding. The electrician that bid the first time, just an example of the pressure out there, the electrician that bid the first time, Pieper Electric, called us the night before the bid was due and said we've just been awarded the bottling company job which is also in the Village, \$3 million. Great pressures on their crews. They said we cannot bid the Village. So kind of a catch 22 for the Village, a nice project going on but they weren't able to bid on this project. But our electrical numbers came way down. If you remember in July there was like an \$800,000 bid, and now they're at like \$460,000. So as we anticipated everybody was just so busy last summer. So I think it's a good thing. If you have any specific questions I have Chris Siefert here today, too from Riley and he can answer any specific questions you have.

John Steinbrink:

Any questions? No.

Mike Pollocoff:

With that, I'll read through the contractors who we're recommended awards. For the general conditions and staffing Riley Construction. For the excavation VK Contractors. I'm sorry, those

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have already been awarded. For masonry Riley Construction. Roofing and sheet metal and metal panels Nations Roof North. Over at doors A&R Door Service. Light gauge framing, trusses, insulation and gypsum board Common Links Construction. Tile flooring Tesche's Tile Incorporated. Acoustical ceilings Quality Ceilings, Incorporated. Resinous epoxy flooring Protective Coating Specialists. Carpeting and resilient flooring Lippert Tile. Painting and coatings Wall-Tech, Incorporated. Electric and low voltage Wil-Surge, Incorporated.

**SERPE MOVED TO APPROVE AWARD OF CONTRACTS FOR VARIOUS CONSTRUCTION SPECIALTIES FOR FIRE STATION NO. 1 AS PRESENTED; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

Michael Serpe:

Dave, are we going to get this thing buttoned up a little bit before winter?

Dave Riley:

The short answer is, yes, we are going to try. Assuming winter follows the time frame that it's supposed to follow and not follow last winter when it turned to ten degrees in November. If we have a typical winter which means we start getting those below freezing temperatures consistently in January we should be in good shape. That's one of the reasons we wanted to get these contracts approved right away so that we can stay on schedule. We have steel coming in mid-October which is right on the original schedule. So I think we'll be in good shape assuming winter is normal.

**B. Consider a Professional Construction Engineering Services Agreement for the Village Green Heights Subdivision Stage 3 Surface Course Paving project.**

Mike Spence:

Mr. President and members of the Board, Land and Lakes Development Company, who is the developer for Village Green Heights, has requested to final pave a portion of the Village Green Heights Subdivision. The map on the wall there and in your packet shows the streets that they are looking to final pave. These streets all have binder, and typically stage three paving occurs when they're at 75 percent of construction. And they're within 3 houses of that. And so they would like to get that paved yet this year. The improvements will include a portion of 98th Street, 49th Avenue, 50th Avenue, Cooper Road, 55th Court and Main Street.

The scope of work to do this for the consultant will include stake out and layout of the paving, construction observation services and construction administration services. We received a proposal from Nielsen Madsen and Barber to do this work for \$20,838.80. This work it should be noted, too, that we get reimbursed by the developer. So we do pay the consultant for the construction services but we, in turn, then bill the developer for the work. And we also have a letter of credit if we don't get paid. So with that Nielsen Madsen and Barber has done other construction administration and paving observation out there. So I recommend that this contract be executed. I'd be glad to answer any questions.

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John Steinbrink:

Any questions for Mike? Mike, what is the anticipated date the plants will be closing for blacktop?

Mike Spence:

The plants usually -- I think there's about 7 weeks left. Usually it's sometime in early November. As Dave Riley mentioned it kind of depends on the weather, too, if we get a cold snap. There's a lot of projects that contractors are trying to finish. But I remember a few years ago the plants were open until the end of November. So it sort of depends on the weather. But I would say at least until the end of November.

John Steinbrink:

Any other questions for Mike? If not?

**KUMORKIEWICZ MOVED TO APPROVE A PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH NIELSEN MADSEN & BARBER IN THE AMOUNT OF \$20,838.80 FOR THE VILLAGE GREEN HEIGHTS SUBDIVISION STAGE 3 SURFACE COURSE PAVING PROJECT; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

**C. Consider purchasing permit and planning application management system software for the Community Development, Inspection and Engineering Departments.**

Mike Pollocoff:

Mr. President, the community development department and the building inspection department currently have a skeleton that really just keeps track of permits and calculates fees. On the fiscal year budget for this year we funded a portion of a project to identify a software package to do a number of things from managing work orders to assist in processing the data required with permits. And we looked at two firms, one is Tyler who does our financial packages, and the other one was CRW. The staff and the IT director evaluated the CRW system and found it to be the preferred option. If I could I'd have our IT director Dan Honore come up and describe the software in some more detail and then the process for how we're going to implement this over a two year period.

Dan Honore:

Thank you. The CRW system we went through a process whereby seven vendors were solicited for bids. We received two. The project actually started a couple years before I arrived. This was the second go around. We reviewed both applications, Tyler Technologies as well as CRW. The

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team including myself felt that the CRW solution provided a much more robust environment that we would implement today and then also provide more opportunities for the Village as we grow. They have more modules, more features than what the Tyler solution had.

Another part of the decision was that there's a lot of assistance that's needed right now to help with the processes that we have to go through, that the departments have to go through. And Tyler Technologies was not able to begin implementation until well into the end of 2015. CRW is ready to go right now. So we actually had a very good option in front of us which was CRW, and that's what we proposed to Mike and propose to you for approval to you today.

The process has been laid out, and we will begin with the vendor very shortly in the coming weeks to begin determining the full implementation schedule. But as it's laid out in the documents that you have there's a general guideline that we will go through, configuration, gated conversion, testing and so on. It's approximately a year and a half process from start to finish. And by the time it's all finished we will have all of the modules that we purchased in place.

The costing that you see in front of you here basically what we've done is negotiated a starting payment of \$93,000 which is for the actual software and the licensing. And then starting next year we will pay for the implementation and configuration costs for the project. And that's on a timed basis, every month or so we'll make a payment until the last payment which is going to be 30 days after go live. And basically we as the team have to approve the application that it is what we expect it to be. And once we do that approval then we have 30 days to make the final payment. So we will not have to pay that in the end if it's not what we want. But I'm fairly confident. The vendor has been very receptive. They want to partner with us, and I think it will do exactly what we're looking for it to do.

Michael Serpe:

Dan, 2014 and 2015 there's no maintenance involved because we're --

Dan Honore:

Well, generally what I've tried to do with any software is to have the first year's maintenance waived. CRW was amenable to that so they waived our first year maintenance. Maintenance will not begin until 2016. And I was also able to get them to honor the 2015 price in 2016.

Michael Serpe:

And being my age I don't really understand all this computer stuff. For \$20,000 in 2019 what maintenance, what is CRW going to do for us?

Dan Honore:

Sure, good question. Maintenance is something that most every vendor charges. And basically what you get is any updates, upgrades, the ability to contact the company via multiple means to get assistance, whether it be 24/7 or 8 to 5, there are various terms and agreements on when you

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can get support and what's involved in that. But the prices you see here for maintenance generally you will see them at an 18 to 20 percent of the purchase price which is pretty much in line here. CRW is pretty much in line with the standard that I've experienced with my career. So what we've laid out here in 2017 and '18 you'll see that there's no increase. That's one of the features that they actually put forth to us. The expectation is in 2019/2020, again, there would be no increase.

Michael Serpe:

And maintenance is one thing, does any of this include any upgrades between now and 2019?

Dan Honore:

It does. Every single year we will receive any and all updates, hot fixes, upgrades that would come out of CRW.

Steve Kumorkiewicz:

I've got a question. In the year 2019 I see that we've got \$20,570 for maintenance. At that time we need to replace the system or the system can be updated?

Dan Honore:

That's a good question, Steve. Generally we're going to hope that the software is doing exactly what we want. They're adding modules, adding features, and we will continue to work with the company well into the future. This is a five year contract if you will so in 2019 at that time we would be negotiating the next round of maintenance for the next one, two to five years depending on the outlook for that company.

I can tell you, and actually Jean and the others would be able to tell you better than me on the improvements that CRW has made just in the two years since they originally looked at the software. So the expectation is by 2019 there will be even more improvements, and we will continue to utilize the software beyond 2019.

Mike Pollocoff:

I might add one of the reasons it's critical that we get going on this is that there was a mandate from the State on reporting out our expenses, what we spend in doing this work and providing it on more of a unit basis. Before it was a more generalized approach to how the accounting was done. Now it's more specific. Right now we don't have the specifics. The old system we have which is probably 10 or 12 years old we don't have that ability to do that.

Mike Pollocoff:

And I think that the other reason this is getting more critical as time goes on it's the good side of the new construction that's taking place is that the permit numbers are significantly up. And

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details which we have to deal with on those are significantly greater than they were before. So this is primarily going to be financed by permanent revenues. The people that are using those services, the permits that come in, we're going to be able to use that to help diffuse the cost of this. Right now shy of just generating a permit number and a calculation everything in the permit department and building inspection and in community development is all paper. So we're moving paper constantly, and that's expensive in and of itself. We need to do something. I don't think this is just we're settling for something that's second best. This is really the better product. We're fortunate in the sense that it has less dollar cost than the other option.

**SERPE MOVED TO APPROVE PURCHASING PERMIT AND PLANNING APPLICATION MANAGEMENT SYSTEM SOFTWARE FROM CRW SYSTEMS IN THE AMOUNT OF \$93,000 FOR THE COMMUNITY DEVELOPMENT, INSPECTION AND ENGINEERING DEPARTMENTS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

John Steinbrink:

Thank you, Dan.

**D. Consider the 2014-2015 Agreement between the Village and the Pleasant Prairie Professional Firefighter's Association Local 3785.**

Carol Willke:

Mr. President and Trustees, what you have before you is the tentative agreement between the Village and the Firefighter's Association. The way I'm presenting this is just in chronological order by article. So we're going to jump right into wages which is always the most important. So Article VII is wage, the agreement to increase all rates by 1.5 percent effective January 1st, followed by an increase of 1 percent effective July 1, 2014 and then an increase of 2 percent effective January 1, 2015.

Then the second article that we're going to be discussing would be Article VIII which is the retirement fund, WRS. And effective upon ratification the employees will contribute 6.5 percent of the employer share. And then effective January 1 of 2015 each employee shall contribute whatever the amount is required by WRS. That could fluctuate depending on what their determination is.

Article XVI is the insurance. It includes health insurance and dental. So for health insurance the employees will start contributing 3 percent which is a decrease from 5 percent that they are currently paying towards their monthly premium contribution. And then as the rest of the employees of the Village are participating in vitality wellness program through Humana the firefighters will also be participating and hopefully getting to the silver level which will then keep their premiums at 3 percent. Otherwise if they choose not to participate or do not achieve that level their premiums will go to 20 percent of the total cost. And that will be throughout 2015. The dental insurance they will be contributing a contribution of 10 percent of the monthly premium.

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Article XXV is the acting lieutenant compensation. And this obviously goes into play if one of the lieutenants -- if none of the lieutenants are available and one of the firefighters is asked to step into that role. January 1 of 2014 the pay will increase by 50 cents per hour. As of 1/1/15 it will increase to 55 cents per hour. And then going into the third year it will increase 60 cents per hour which would be effective 12/31/2015.

Article XXVIII miscellaneous provisions is basically the residency requirement. And employees shall reside within any part of Kenosha County or Racine County. Newly hired employees must establish such residency within one year of the date of hire. The chief will have the opportunity to extend that by six months if there are some extenuating circumstances.

Article XXVI is the duration which reflects the two year contract for 2014 through 2015. And then we address two issues through side letters or memorandums of agreement. The first is saying that the fire chief can designate a qualified lieutenant to act as duty chief in absence of either chief or the deputy chief. And in that instance a lieutenant shall receive an addition \$2.20 an hour for the duration of that assignment. And then the second addresses overtime distribution and mandatory callback. This was a working document that both management and staff worked on. And it's a long document, and you have a copy of it in your package.

I'd be happy to answer any questions that you have. Otherwise we are recommending that you accept this agreement and let us move forward with adopting it.

Michael Serpe:

In the past it was relatively easy to negotiate with the municipalities. But now lately in the last couple years, last few years, the State has taken so much money from the municipalities and used it for whatever reason they wanted to use it for on the State level there's just so much less money to deal with with our represented employees and our non-represented employees. It's kind of a shame. Because in the past we used to give us raised for contributions towards the retirement fund. That's all gone now, it's gone, and it's no fault of anybody in this building. It's the fault of what we have to deal with with the State government, and it's too bad. I assume the firefighters have ratified this?

Mike Pollocoff:

Yes.

**SERPE MOVED TO APPROVE THE 2014-2015 AGREEMENT BETWEEN THE VILLAGE AND THE PLEASANT PRAIRIE PROFESSIONAL FIREFIGHTER'S ASSOCIATION LOCAL 3785; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

**E. Consider approval of WE Energies Distribution Easement for Underground utilities.**

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Mike Spence:

Mr. President and members of the Board, the reconstruction of 39th Avenue will start next spring. As part of the overall project in this area the Village has asked We Energies to move their overhead power lines to underground. The pictures you see there just show the overhead lines in the vicinity of Village Hall. Again, just showing the lines on the east side. The utility work, what they're going to be doing, they're going to be burying the electric lines on the east side of 39th Avenue from 100th Street north to Springbrook, and then also along Springbrook to the end of the Village owned property for the new Fire Station No. 1.

As part of this work We Energies requires a 12 foot easement for the relocated underground lines. And this easement is to allow for the installation, operation, maintenance, etc. for their utility. This shows the general alignment of the utility. Again, that follows the right of way of 39th Avenue and Springbrook Road, again on the east side. So with that we've reviewed the easement language, and we find it to be acceptable. And we recommend that the Village agree to this easement so that once we agree to that then they'll actually start the work this fall yet. So I'd be glad to answer any questions.

Steve Kumorkiewicz:

One question, Mike. How deep are the lines buried?

Mike Spence:

Typically these lines are buried not real deep, about three feet from the grade. What will happen is when they bury the utilities we have to get the grade to within four inches of where it's going to be so if there's any grade changes. But the bottom line is when they're done it will be in the vicinity of three feet deep.

**KUMORKIEWICZ MOVED TO APPROVE APPROVAL OF WE ENERGIES DISTRIBUTION EASEMENT FOR UNDERGROUND UTILITIES FOR THE 39<sup>TH</sup> AVENUE RECONSTRUCTION PROJECT; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

**F. Consent Agenda**

- 1) Approve Operator License Applications on file.**
- 2) Approve Letter of Credit Reduction for the Ashbury Creek Development.**

**SERPE MOVED TO APPROVE CONSENT AGENDA ITEMS 1 AND 2; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**8. VILLAGE BOARD COMMENTS**

John Steinbrink:

Just to reiterate, John Braig talked about Bain Station and the blockage there. 95th Street this is all too often occurrence, a great inconvenience to a lot of people using that road especially in the morning when they're trying to get to school or to work. The Village has had discussions with the railroad, the Railroad Commissioner, We Energies. We received promises they're going to do better, and to this date really nothing has occurred. And I think it's actually gotten worse at times than better. There's a lot they could do to make improvements here.

Just as a side note I was on 60th Street, same thing happen when the coal train crossed 60th Street going south. Four cars crossed the intersection with the engine and it stopped. Engineer got out, walked up and down, people sat there for a long time. And after 30 or 40 minutes we just gave up and turned around and went to Highway 50. I mean there's no rhyme, there's no reason. The railroad is a very hard [inaudible] to deal with.

I know the Chief is looking at 104th Street and what we can do there. And the Village has it. It's a shame they left before citizens' comments, but we cannot talk about these things during citizens' comments. That's the way the law is interpreted from Madison and the higher above there. But I get people have to realize that we have construction on Highway 50 and the interstate. A lot of traffic is re-routed that way now. People use it especially on the north side of Highway 50. With the C and H roundabout which, by the way, is very nice and turned out very well and flows very nice, and good comments from everybody that uses it that directed traffic down there, too. So hopefully a lot of this will let up. But I think the one thing to remember is this is an arterial, and that has to be taken into consideration whatever our actions are. Any other Board comments?

Steve Kumorkiewicz:

If I recall correct the railroad used to be fined \$50 a minute.

John Steinbrink:

Doesn't apply, right?

Mike Pollocoff:

No, a law was passed -- I'm sorry, a court decision that municipalities are no longer able to fine railroads for obstructing the road.

[Inaudible]

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John Steinbrink:

We're lucky we kept the road open. They wanted to close Bain Station. Anything else under Village Board comments?

9. **CONSIDER ENTERING INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(C) TO CONSIDER EMPLOYMENT, PROMOTION, COMPENSATION OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY.**

John Steinbrink:

The Board will return to open session for the purposes of adjournment only. And I want to commend the young ladies for your attention this evening. You sat through a fairly lengthy, and we thank you for your representation of the Village. You guys do a great job. Very poised and very articulate.

Michael Serpe:

So moved and roll call.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Roll call vote is requested.

**SERPE MOVED TO ENTER INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(C) TO CONSIDER EMPLOYMENT, PROMOTION, COMPENSATION OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – STEINBRINK – AYE; KECKLER – AYE; KUMORKIEWICZ – AYE; SERPE – AYE; MOTION CARRIED 4-0**

John Steinbrink:

Motion carries, four ayes and one absent.

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**10. RETURN TO OPEN SESSION AND ADJOURNMENT**

After discussion held in closed session, **KECKLER MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY SERPE; ROLL CALL VOTE – STEINBRINK – AYE; KECKLER – AYE; KUMORKIEWICZ – AYE; SERPE – AYE; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 7:50 P.M.**

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

Consider approval of a **Development Agreement and the Consent to Development Agreement** related to a portion of the required public and private improvements specified in the Development Agreement for Arbor Ridge and for additional public improvements to serve The Addison of Pleasant Prairie between the Village of Pleasant and Senior Lifestyle Development Company, LLC.

**Recommendation:** Village staff recommends that the Village Board approve the **Assignment of Development Agreement and the Consent to Development Agreement** subject to the comments and conditions of the Village Staff Report of October 6, 2014.

Consider approval of a **Correction Instrument** related to an error in the legal description and drawing for CSM 2064 for the property located at the southwest corner of Prairie Ridge Blvd. and 96<sup>th</sup> Avenue.

**Recommendation** Plan Commission recommends that the Village Board approve the **Correction Instrument** subject to the comments and conditions of the Village Staff Report of October 6, 2014.

Consider approval of a **Certified Survey Map** for the request of Mark Eberle of Nielsen Madsen and Barber, agent for The Addison of Pleasant Prairie, the proposed Senior Lifestyle Community that will provide 96 senior living units on the property generally located south of Prairie Ridge Blvd. and east of 97<sup>th</sup> Court within the Prairie Ridge development.

**Recommendation:** Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the comments and conditions of the Village Staff Report of October 6, 2014.

Consider **Ord. #14-29 and #14-30 for a Zoning Map and Zoning Text Amendments** for the request of Mark Eberle of Nielsen Madsen and Barber, agent for The Addison of Pleasant Prairie, the proposed Senior Lifestyle Community that will provide 96 senior living units on the property generally located south of Prairie Ridge Blvd. and east of 97<sup>th</sup> Court within the Prairie Ridge development. Specifically, the request is to rezone the property from R-11 (UHO), Multifamily Residential District with an Urban Landholding Overlay District to the R-11 (PUD), Multifamily Residential District with a Planned Unit Development Overlay District and approve of a Zoning Text Amendment including Final Development Plans for the specific regulations for the development of the Addison of Pleasant Prairie.

**Recommendation:** Plan Commission recommends that the Village Board approve the **Zoning Map and Zoning Text Amendment** subject to the comments and conditions of the Village Staff Report of October 6, 2014.

Consider **Ord. #14-31** for the request of Mark Eberle of Nielsen Madsen and Barber, agent for the following **amendments to the Village of Pleasant Prairie 2035 Comprehensive Plan** related to The Addison of Pleasant Prairie, a senior living facility with 96 units on the vacant 9 acre property generally located south of Prairie Ridge Blvd. and east of 97<sup>th</sup> Court within the Prairie Ridge development: 1) to amend the Village 2035 Land Use Plan Map 9.9 to remove the urban reserve land use designation from the property to ensure that both the Zoning Map and the Comprehensive Land Use Plan are consistent; and 2) to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

**Recommendation:** Plan Commission recommends that the Village Board approve the **Comprehensive Plan Amendment** as presented at the October 6, 2014 meeting.

Consider **Resolution #14-27** for the acceptance of a portion of First Phase Public Improvements for the Arbor Ridge development.

**Recommendation:** Village Staff recommends that the Village Board approve the **Resolution #14-27** as presented at the October 6, 2014 meeting.

## VILLAGE STAFF REPORT OF OCTOBER 6, 2014

On December 9, 2013 the Village approved a Conceptual Plan for the proposed two-phase 162 senior housing unit development on property on the vacant 9-acre property located generally south of Prairie Ridge Boulevard, between 97<sup>th</sup> Court and 96<sup>th</sup> Avenue within the Prairie Ridge development. The proposed Senior Lifestyle Community will provide 96 senior assisted living units in Phase 1 (Lot 1 of the proposed CSM) and 66 senior living units in Phase 2 (Lot 2 of the proposed CSM). Phase 1 is anticipated to begin in the fall, 2014. No exact time frame has been set for Phase 2.

At this time the petitioner is requesting several approvals for Phase 1 of the development to be known as The Addison of Pleasant Prairie which includes:

- Development Agreement and Consent to Development Agreement additional off-site improvements.
- Partial acceptance of Public/Private improvements already installed in the Arbor Ridge development.
- Correction instrument to correct errors in the legal description and drawing of CSM 2064 as recorded in 1998 and approval of a new CSM for the development site.
- Zoning Map Amendment to rezone the property from R-11 (UHO), Multifamily Residential District with an Urban Landholding Overlay District to the R-11 (PUD), Multifamily Residential District with a Planned Unit Development Overlay District.
- Zoning Text Amendment including Final Development Plans for the specific zoning regulations for the development of the Addison of Pleasant Prairie.
- Comprehensive Plan Amendment to ensure that the Zoning Map and the Land Use Plan are consistent.

**DEVELOPMENT AGREEMENT (Historical Information):** On May 17, 2004 the Village Board approved Conceptual Plans for the proposed Arbor Ridge Condominium Development including 15-2 unit buildings, 5-4 unit buildings; and 8-6 unit buildings for a total of 98 units and Prairie Ridge Senior Campus including a total of 521 senior apartments to be constructed in Phases as specified below:

- Phase 1: 120 senior living unit building on 6.818 acres (constructed prior to May 2004)
- Phase 2: 71 senior living unit building on 4.254 acres (constructed in 2006)
- Phase 3: 70 senior living unit building on 3.349 acres (proposed for Tax Parcel Number 91-4-122-084-0413 south of phase 2 is still vacant land)
- Phases 4 through 7: A 260 total units within two buildings were identified to be constructed on 9.207 acres (Tax Parcel Number 91-4-122-082-0412)--which is the parcel proposed to be developed by Senior Lifestyle)

The first phase of the Arbor Ridge Condominium Development (15-2 unit buildings) was proposed and approved in 2005 as a part of this development west of 97<sup>th</sup> Court. At that time, VK Arbor and the Village entered into a Development Agreement to install the public and private improvements related to the areas described above. The first two phases of the Senior Campus have been constructed, but the Arbor Ridge Condominium (15-2 unit buildings) has not been constructed. At this time, the Conceptual Plan for the remaining expansions of Arbor Ridge Condominiums (5-4 unit buildings and 8- 6 unit buildings), along with Phases 3-7 of the Prairie Ridge Senior Housing development have expired.

The Development Agreement relating to the Public and Private Improvements pertaining to Phases 1-7 and the Arbor Ridge Condominiums is still in effect. Senior Lifestyle's engineer (Nielson Madsen Barber) has prepared an Off-Site Improvements Cost Estimate for all outstanding Private Improvements for the Arbor Ridge Condominium to determine if the current letter of credit from The National Bank is sufficient. Any additional LOC amount needed will be provided in a supplemental letter of credit by The National Bank. The remaining improvements in the Arbor Ridge Condominium area as shown on the **attached** Cost Estimate (**See Exhibit 1a**) that are not included in the Assignment of Development Agreement will be the responsibility of The National Bank, the current owner of the remainder of the land identified in the Arbor

Ridge Development Agreement. Resolution #14-27 is being considered to accept a portion of public/private improvements that have already been installed and accepted by the Village. (**See Exhibit 1b**)

Senior Lifestyle's engineer has prepared an Off-Site Improvements Cost Estimate for all outstanding Public and Private Improvements for The Addison of Pleasant Prairie. **The Development Agreement (See Exhibit 1)** is between the Village and the developer of The Addison of Pleasant Prairie (Senior Lifestyle Holding Company, LLC) and Agreement specifies the required Public and Private Improvements and their other responsibilities to develop this property. The **Consent to Development Agreement (Exhibit 1c)** relates to the Bank (current owner) consenting to the Development Agreement (Exhibit 1) and to release an amount of funds secured in the original development Agreement for improvements in the Development Agreement (**Exhibit 1**).

**Generally, the Public and Private Improvements for The Addison development include the following Road Improvements/Sanitary/Street Trees/Street Lights/Street Signs/Sidewalks:**

1. 97<sup>th</sup> Court shall be fully improved from 94<sup>th</sup> Avenue to Prairie Ridge Boulevard, including sidewalks on both sides and parkway street trees. 97<sup>th</sup> Court shall be constructed to the Village's new standard composite pavement section (7-inches concrete overlaid with 1.75-inch HMA).
2. 96<sup>th</sup> Avenue from 97<sup>th</sup> Court to 81<sup>st</sup> Street shall be final paved improved to support the development. Also, the existing portion of 96<sup>th</sup> Avenue from 81<sup>st</sup> Street to Prairie Ridge Boulevard shall be fully improved.
3. Parkway street trees shall be installed along the 97<sup>th</sup> Court (east and west side), 96<sup>th</sup> Avenue (west side), 96<sup>th</sup> Avenue (missing trees along the east side), 81<sup>st</sup> Street (the missing trees along the north side), and a street tree is missing along Prairie Ridge Boulevard. A detailed landscaping plan showing the tree types (minimum of a 2" caliper) and locations shall be prepared. Street tree type(s) shall be listed in the current Village of Pleasant Prairie approved street tree list. The planting details including the mulch bed, staking and tie downs shall be provided. No substitutions shall be made without prior approval from the Village.
4. Street lights (residential type-concrete base and pole with Sheridan fixture) shall be installed along 97<sup>th</sup> Court and 96<sup>th</sup> Avenue through a contract with We Energies.
5. Street signs shall be installed pursuant to Village requirements.
6. Concrete sidewalks, 5 feet in width, shall be installed in the right-of-way on both sides of the development 97<sup>th</sup> Court and 96<sup>th</sup> Avenue abutting the development.
7. The proposed sanitary sewer service for the phase 1 building requires a sanitary sewer extension from 98<sup>th</sup> Circle. The sanitary extension from existing manhole of 98<sup>th</sup> Circle to the manhole on 97<sup>th</sup> Court shall be a public sanitary sewer main extension

**Correction Instrument (See Exhibit 2):** This Correction Instrument corrects the errors in the legal description and drawing of CSM 2064 that was recorded in 1998 for the property to the east at 7900 94<sup>th</sup> Avenue. The Correction Instrument correctly places the 33 foot gap between The Addison parcel and the 7900 94<sup>th</sup> Avenue property. This 33 foot gap shall be attached to the 7900 94<sup>th</sup> Avenue property. The Correction Instrument shall be executed and recorded at the Kenosha County Register of Deeds Office prior to recording the new CSM.

**Certified Survey Map (See Exhibit 3):** A new CSM is proposed to subdivide The Addison property (Tax Parcel Number 91-4-122-082-0412) into two parcels.

- Lot 1 is 4.986 acres with frontage on Prairie Ridge Blvd. and 97<sup>th</sup> Court (public streets) and 96<sup>th</sup> Avenue (private road). Lot 1 is proposed to be developed with The Addison of Pleasant Prairie-phase 1 (96 senior assisted living units).
- Lot 2 is 4.21 acres with frontage on 97<sup>th</sup> Court (a public road) and 96<sup>th</sup> Avenue (a private road). Lot 2 is proposed to be developed with 66 senior living units as shown as conditionally approved Conceptual Plan. There is no exact time frame for Phase 2.

The CSM shows all current easements on the property and a new 30' Wide Ingress-Egress Cross Access and Maintenance Easement between Lots 1 and 2 and a 20' wide Dedicated Water Main, Access and Maintenance Easement on Lot 1 to provide future water service to Lot 2.

**Zoning Map and Text Amendments (Ord. #14-29 and #14-30):** The current zoning of the property is R-11 (UHO), Multi-Family Residential District with an Urban Landholding Overlay District. The property is proposed to be rezoned to R-11 (PUD), Multi-Family Residential District with a Planned Unit Development Overlay. Developing the property as a PUD will allow for more flexibility with some dimensional requirements of the Village Zoning Ordinance provided there is a defined benefit to the community. **See Exhibit 4** for a copy of the Zoning Map and Text Amendments.

The Zoning Text Amendment refers to the Development Plans. The Development Plans include the Civil and Architectural Plans for the development. Generally the plans depict the 87,000 square foot building is proposed to have 96 living units located on three levels. On the first level each of the two living area wings includes 16 units with a common living and dining area with kitchen facilities and a screen porch. In addition, there is access to an outdoor garden/patio area. The two (2) wings are connected to a one story area that will include larger dining and living rooms with a multi-purpose room, craft room with an attached greenhouse, fitness room, salon and therapy room. This common area will also have two elevators to access the upper levels. The second and third floor will provide for a total of 32 living units and no commons living spaces. A majority of the units are 1 bedroom units. There are a limited number of efficiencies and 1 bedroom units with a small living area. As part of their monthly fee, residents will have access to meals and other services such as housekeeping, linen service, transportation, and social and recreational activities. Supportive care and assisted living services from trained employees will also be available to residents who require assistance with activities of daily living (ADLs) including management of medications, bathing, dressing, toileting, ambulating and eating, and residents who have Alzheimer's disease or other forms of dementia.

The memory support units types range in size from 300 square feet to 530 square feet (8 unit types are provided.) The assisted living units types range in size from 477 to 816 square feet (a majority of the 1 bedroom units are about 600 square feet).

Pursuant to the application, visitors must sign in with the receptionist of night staff. The exterior doors are locked after 9:00 p.m. and resident access is gained by a card kept. Visitors may call the night staff from the intercom at the front door and access will be controlled by the night staff.

Pursuant to the application, it is anticipated that there will be a total of 74 full time equivalent employees covering three (3) shifts—28, 24 and 22 employees per shift, respectively. It is anticipated that the maximum employees on site at one time would be 50 employees on-site. The site provides for 61 parking spaces plus four (4) handicapped accessible parking spaces, which meets the minimum requirements of the Village Zoning Ordinance.

In addition, on September 22, 2014 the Village Plan Commission conditionally approved a Conditional Use Permit including a Digital Security Imaging System (DSIS) and DSIS Access Easement for the required security cameras outside of the building covering each entrance and exit, all public areas of the site in accordance with the requirements of Chapter 410 of the Village Municipal Code.

The following "Dimensional variations" are also included in the PUD are:

1. Section 420-116 F (1) requires the maximum height to be 35 feet. The PUD will allow the building on Lot 1 of the proposed CSM to be a maximum height of 45 feet.  
Due to the occupancy of the proposed project as a Community Based Residential Facility, additional ceiling space is needed on the first floor to accommodate the required mechanical system. This taken in conjunction with the desire to create an attractive building complimenting the adjacent neighborhood necessitated a design that required a 44 foot height. By granting this height variation the petitioner contends that the community will benefit from a harmonious and integrated neighborhood design instead of a presently vacant site.
2. Section 420-48 L related to Parking Lot and Circulation requires a 20 foot setback to all lot lines abutting a street and a 10 foot setback to common interior lot lines. Due to the proposed shared access and circulation between Lot 1 (phase 1) and Lot 2 (Phase 2) a zero foot setback is proposed from the common interior lot line and a 14 foot setback from the property line adjacent to 97<sup>th</sup>

Court is proposed to allow for the connectivity between the rear service drive off of 97<sup>th</sup> Court and the shared access between Lots 1 and 2. In addition, the service access to 97<sup>th</sup> Court is proposed to be 37.04 feet wide rather than 35 feet as allowed by Section 420-47 D.

These variations will allow for an internal shared access drive between the current Phase 1 project and the proposed Phase 2 development to the south. Locating the access drive tight to the shared lot line between phases will allow for ingress, egress and internal traffic circulation for residents, visitors, delivery trucks, police, fire and rescue vehicle to both developments. In addition, by installing the drive in this location, access for fire protection around the structure is greatly enhanced.

In addition the following is also included in the PUD: To allow for 96 units in the building with a combination of memory care units and assisted living units and to allow the rooms within the facility to range in size from 300 square feet to 816 square feet as shown on the Development Plans on Lot 1 and to allow a future 66 unit senior living facility with a minimum of 50 underground parking spaces on Lot 2 as conceptually approved as phase 2. [Note: At the time that Phase 2 is proposed a detailed development plans are presented the PUD will be required to be modified.]

The Zoning Map and the Village Comprehensive Plan are required to be consistent; therefore, the Comprehensive 2035 Land Use Map will need to be amended to remove the Urban Reserve land use designation prior to the Village Board rezoning the property. The required public hearing for the Land Use Map has been set for the next Plan Commission meeting on September 22, 2014 to provide for the required 30 day public notice period. Subsequent to the Plan Commission meeting the Village Board will consider the Comprehensive Plan Amendment at their October 6, 2014 meeting.

**Comprehensive Plan Amendment (Ord. #14-31):** As discussed above the On September 15, 2014 zoning map is proposed to be amended to rezone the property from the R-11 (UHO), Multi-Family Residential District with an Urban Landholding Overlay District to the R-11 (PUD), Multi-Family Residential District with a Planned Unit Development Overlay for The Addison of Pleasant Prairie senior lifestyle development. The Zoning Map and the Village Comprehensive Plan are required to be consistent; therefore, the Comprehensive 2035 Land Use Map is proposed to be amended to remove the Urban Reserve land use designation from the property (**See Exhibit 5**).

### **RECOMMENDATIONS:**

Plan Commission recommends that the Village Board approve the **Development Agreement and Consent of Development Agreement** subject to the above comments and the following conditions:

1. Street lights (residential type-concrete base and pole with Sheridan fixture) shall be installed along 97<sup>th</sup> Court and 96<sup>th</sup> Avenue through a contract with We Energies. Provide a copy of the contract amount to include in the LOC. Submit lighting plans to Village for review. Any necessary work within the roadway for street lighting shall be identified and coordinated with the road project.
3. **The following shall be submitted so that the Development Agreement and Consent of Development Agreement can be finalized and executed:**
  - a. The original CSM executed by the property owners.
  - b. The Plans submitted on September 29, 2014 have been approved by the Village Engineering Department. Five (5) full size copies of the Final Off-Site Engineering Plans and Specifications for the private and public improvements.
  - c. A pdf copy of all plans and the specifications.
  - d. Copy of the signed contracts, certificates of insurance, and performance and payment bonds shall be provided to the Village. The contracts shall have the Developer's name as shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party. **All contractors shall be pre-qualified by the Village.**
  - e. We Energies plan, cost estimate and contract for the required street lights.
  - f. The Itemized Cost Breakdown Exhibit (to be drafted by the Village and reviewed by the Developer). **IMPORTANT: A draft Letter of Credit equal to the cost breakdown**

***analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit on bank letterhead).***

- g. A Policy of Title Commitment equal to the cost of public improvements shall be provided to the Village. The title policy shall indicate that the public improvements/easements are being dedicated free and clear of any encumbrance liens or judgments. The Title Report Commitment shall be updated the day before closing and again within 7 days after closing and recording of the documents.
  - h. The Work in the Right-of-Way Permit.
  - i. The Erosion Control Permit application, related plans and permit fee.
  - j. A \$2,000 street sweeping cash deposit.
  - k. A three-year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 125% of the total cost of public related improvements, including municipal sewer/storm and water main, street lights street trees, field staking, inspection and construction related services for public improvements. **A "draft" LOC shall be provided to the Village for staff review. The "Final" LOC shall be provided prior to the Village at the closing.**
  - l. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to the execution/signing of the CSM and Development Agreement and Memorandum of Development Agreement and other related documents.
4. Upon Village Board's approval of the Development Agreement and Consent to Development Agreement and related documents and within 30 days of approval, the Village will hold a closing to have the Final documents signed. The Developer/Owner shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide the proof of recording to the Village within 72 hours of closing with the Village.
5. Following the closing (on the same day), the permit shall be obtained and the Developer's engineer shall conduct a pre-construction meeting with all of the contractors, utilities, Village on-site inspectors and Developer representatives (This meeting is required prior to public improvement field work commencing).
- a. The Developer's engineer shall coordinate the set-up of this meeting and shall run the pre-construction meeting.
  - b. The Developer's engineer shall come prepared with extra copies of the plans and specifications, copies of the agenda for the meeting, copies of the construction schedule and copies of the listing of emergency contact personnel and phone numbers. (The Village can provide a sample agenda).

Plan Commission recommends that the Village Board approve the **Correction Instrument** subject to the above comments and following conditions:

- 1. The Correction Instrument shall be executed by all parties and recorded at the Kenosha County Register of Deeds Office prior to recording the new CSM.
- 2. A recorded copy of the Correction Instrument shall be provided to the Village within seven (7) days of Village Board approval.

Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the above comments and the following conditions:

- 1. The original CSM shall be executed by all parties and submitted to the Village for Village signatures.
- 2. Prior to recording the CSM all outstanding taxes and/or special assessments shall be paid in full.
- 3. Prior to recording the CSM the Correction Instrument related to CSM 2064 shall be recorded at the

Kenosha County Register of Deeds Office.

4. A recorded copy of the CSM shall be provided to the Village within 30 days of Village Board approval.

Plan Commission recommends that the Village Board to approve the **Zoning Map and Zoning Text Amendment (Ord. #14-29 and Ord. #04-30)** subject to the above comments and the following conditions:

1. The Zoning Map Amendment and Text Amendment cannot be executed and become effective until the CSM is recorded and the recording information is provided to the Village and the Ordinances are posted by the Village Clerk.
2. The Final Development Plans have been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and detailed engineering plans are prepared and reviewed. Revised plans were submitted for review on September 29, 2014 and the following changes below shall be made to the plans prior to submittal of the Final Development Plans:
  - a. Compliance with the **attached** memorandum from the Fire & Rescue Department dated August 23, 2014 and revised September 9, 2014. Revise the plans and provide comments on non-plan changes to address the concerns of the Fire & Rescue **Department (Note: The plans submitted on September 29, 2014 have not been reviewed by the Fire & Rescue Department yet.):**
    - i. AED. Because of the occupancy type of the building the owner shall install one or more public access Automatic External Defibrillator (AED) onsite for employee use in the event of a sudden cardiac arrest. The Fire and Rescue Department can provide the training necessary to perform CPR and to operate the AED.
    - ii. Fire Alarm Control Panel: The FAAP is shown in the first floor main reception area, this annunciator must be a full function panel. The main FACP is located in the mechanical room, along with the fire sprinkler riser.
    - iii. Main lobby access shall be controlled by a keypad similar to the existing facilities in the area. The keypad code shall be the same as the other facilities.
    - iv. If medical emergency room alarms are installed, the alarms shall be addressable and able to transmit the room number to the dispatch center.
    - v. Fire safety system plans, such as fire sprinkler and fire alarm plans, will need to be submitted to the State of Wisconsin Department of Safety and Professional Services and also to this fire department for review. No installation of any fire protection system is allowed until a satisfactory review is obtained from both departments.
    - vi. Elevators: The proposed elevators need to comply with the Village of Pleasant Prairie Ordinance 180-20 Elevators. In particular section D (1) Acceptable minimum size.
    - vii. Fence and gates are located on site. The fire department will need to have access control for the gates. Drawing G001 dated 3/11/4 shows key card access. Keys cards are not acceptable to the Fire and Rescue Department as we do not carry key cards.
    - viii. The entrance canopies will need to be 13' 6" in height at the lowest point. Current drawings do not reflect this.
    - ix. Landscaping shall not interfere with the pumper pad access or locating the pumper pad. Landscaping also shall not interfere with any firefighting equipment, now or in the future with growth of the plants.

- x. FP 101 dated 3/1/14 shows a Siamese connection on the building, the fire department connection must be remote from the building and meet the requirements of the Village Ordinance.
  - xi. The building owner shall supply a written letter stating that they will maintain access to the municipal street hydrants in lieu of providing hydrants on the north and east side of their property. Maintaining access includes snow removal, weed control, etc.
  - xii. Severe Weather Shelter: The architect shall identify the area within the building that can be used as a "severe weather shelter" or "safe haven" during severe weather such as a tornado. That area will be identified with signage.
- b. On sheet C-1.06 of the on-site plans it should be noted that P-1 and S-9 shall be backfilled with slurry within and up to 5-feet past the roadway.
  - c. Further clarification is required related to the plans. Some plan sheets show a free-standing monument sign at both the northeast and northwest corners of the property along Prairie Ridge Boulevard (e.g. Sheets C-1.02, C-1.03, C-1.05 and C-1.07) and some plan sheets depict only one (1) free-standing monument sign at the northeast corner (e.g. Sheets L-2, G001, SE100, SE101 and SE102). Only one sign is allowed for Lot 1. Revise the plans and provide a sign detail. Pursuant to the Village Zoning Ordinance a Multifamily Residential Development Identification Sign shall meet the following requirements:
    - Minimum setback: five (5) feet from the right-of-way line or property lines, provided the signs are not located within any easements.
    - Maximum height: six (6) feet pursuant to the Prairie Ridge Commercial Covenant.
    - Maximum area: 36 square feet per face.
    - Landscaping shall extend a minimum of three feet in every direction from the base or other support structure of the sign, except if the sign is located in a boulevard island, then the landscaping shall not extend closer than two feet from the back of the curb of the boulevard island.
    - May be illuminated.
    - May be placed on two supports or may be placed on a solid-appearing decorative base which supports a minimum of 75% of the display of the sign.
    - The sign supports or base shall be constructed of materials that complement the materials used in the development.
3. Material sample boards, including paint samples for all exterior building materials shall be submitted for review and approval.

Plan Commission recommends that the Village Board approve the **Comprehensive Plan Amendment (Ord. #14-31)** as presented.

Village Staff recommends that the Village Board approve the **Resolution #14-27** as presented.

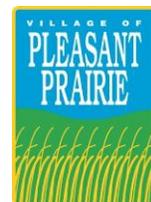


## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Doug McElmury, Chief Fire & Rescue Department  
CC: Deputy Chief, Craig Roepke  
Lt. Thomas Clark, Fire and Rescue Department  
Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Review of the Final Development Plans for The Addison of Pleasant Prairie,  
Prairie Ridge Boulevard and 97<sup>th</sup> Court  
DATE: 23 August 2014, Updated September 9, 2014.

The Fire and Rescue Department will be responsible for providing fire prevention inspections of this facility, twice annually. The concerns of the Fire and Rescue Department are as follows:

1. **Distribution of Comments:** *the person who obtains the building permit to all Contractors and Subcontractors affected by this document shall distribute Copies of these comments. This document outlines critical times and deadlines. All recipients of this document need to become familiar with the contents.*
2. **Compliance:** A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.
3. In the event a conflict in code(s) is identified, or a conflict with the insurance carrier criteria occurs, the more stringent shall apply. In the event this conflicts with any codes adopted by the State of Wisconsin, the owner must petition the State directly for a variance. The Owner must demonstrate that they will provide materials or design equivalent to the code or that they will exceed the code when petitioning the State and or Village when applicable.



Upon review of the plans submitted, we have the following concerns:

- AED. Because of the occupancy type of the building the owner shall install one or more public access Automatic External Defibrillator (AED) onsite for employee use in the event of a sudden cardiac arrest. The Fire and Rescue Department can provide the training necessary to perform CPR and to operate the AED.
- Fire Alarm Control Panel: The FAAP is shown in the first floor main reception area, this annunciator must be a full function panel. The main FACP is located in the mechanical room, along with the fire sprinkler riser.
- Main lobby access shall be controlled by a keypad similar to the existing facilities in the area. The keypad code shall be the same as the other facilities.
- If medical emergency room alarms are installed, the alarms shall be addressable and able to transmit the room number to the dispatch center.
- Fire safety system plans, such as fire sprinkler and fire alarm plans, will need to be submitted to the State of Wisconsin Department of Safety and Professional Services and also to this fire department for review. No installation of any fire protection system is allowed until a satisfactory review is obtained from both departments.
- Elevators: The proposed elevators need to comply with the Village of Pleasant Prairie Ordinance 180-20 Elevators. In particular section D (1) Acceptable minimum size.
- Fence and gates are located on site. The fire department will need to have access control for the gates. Drawing G001 dated 3/11/4 shows key card access. Keys cards are not acceptable to the Fire and Rescue Department as we do not carry key cards.
- The entrance canopies will need to be 13' 6" in height at the lowest point. Current drawings do not reflect this.
- Landscaping shall not interfere with the pumper pad access or locating the pumper pad. Landscaping also shall not interfere with any firefighting equipment, now or in the future with growth of the plants.
- FP 101 dated 3/1/14 shows a Siamese connection on the building, the fire department connection must be remote from the building and meet the requirements of the Village Ordinance.
- The building owner shall supply a written letter stating that they will maintain access to the municipal street hydrants in lieu of providing hydrants on the north and east side of their property. Maintaining access includes snow removal, weed control, etc.

- Severe Weather Shelter: The architect shall identify the area within the building that can be used as a “severe weather shelter” or “safe haven” during severe weather such as a tornado. That area will be identified with signage.

4. **Fire and Rescue Department Review and Comments:**

A. Site and Operational Permits

1. Site accessibility
2. Pumper Pad **Included on drawings**
3. Fire hydrant spacing

B. **Conditional Use and Operational**

1. Standpipe outlet locations **Not shown at this time.**
2. Fire alarm pull stations **Not shown at this time.**
3. Emergency and Exit Lighting **Not shown at this time.**
4. Fire extinguishers

5. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin. The Village will use an independent fire safety consultant for review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued and before construction can begin.

6. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.

7. **The following information must be submitted with the sprinkler plans for review:**

- Building height:
- Number of stories/floors:
- Elevators:
- Hazard class:
- Square footage of the building, each floor:
- Fire protection:

8. **The following Fees and Permits are generated directly from the Fire & Rescue Department.**

**NOTE: Permits are required from the Fire & Rescue Department for the installation of water main in addition to any permits required by other Village of Pleasant Prairie Departments.**  
Bulk Water

- Water Usage
- Fire Protection Plans for Underground and Aboveground
- Fire Alarm System Plans
- Kitchen Hood Systems Plans
- Occupancy Permit & Re-Inspection fees

Permit fees shall be paid prior to review. Work cannot begin until all permits have been issued. A typical review turnaround is four weeks.

9. **Required Licenses:** A Wisconsin licensed fire protection contractor and Wisconsin licensed sprinkler fitters must install underground fire mains and aboveground fire protection. Periodic inspections of the job site will be made by fire inspectors to assure compliance.
10. **Pre-Construction Meeting:** A pre-construction meeting shall take place with the general contractor, the fire protection contractor, the Fire and Rescue Department and any other sub-contractor prior to the installation of any underground fire protection. The purpose of this meeting is to assure that the requirements of the State of Wisconsin that only a Wisconsin licensed sprinkler fitter shall perform the installation of all devices, etc. All parties will be asked to initial this document and or permit. Any violation of the installing requirements will be reported in writing to the State of Wisconsin Department of Safety and Professional Services.
11. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus, and must comply with the State of Wisconsin and the International Building Code, 2009 edition. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
  - a. All exterior exit pathways shall have a hard surface, leading to a hard surface.
12. **Sprinkler System:** The building shall be equipped with an "automatic fire sprinkler system". The systems shall be designed and constructed to the current edition of NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers.
13. **Water Service:** If it is determined that the building will be serviced by a combination municipal water and fire protection main, that main must be sized by the fire protection (sprinkler) contractor. No main is allowed to travel underground, under the building.
14. **Plan Review (Underground):** A review of the underground drawings is required along with the fire protection drawings before a permit will be issued by the Fire and Rescue Department. Underground plans shall be submitted a minimum of four (4) weeks before installation begins.
15. **Standpipes:** In lieu of 1.5 inch hose stations, the building shall be equipped with standpipes that shall consist of 2-1/2 inch NST valve, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve, when supplied by the fire department pumper.

The standpipes shall be wet and placed in the landing of each stairwell.

16. **Fire Hydrants:** Fire hydrants shall be spaced no more than 350 feet apart around the perimeter of the building, per Village Ordinance 180-16. The insurance carrier must agree in writing to the hydrant spacing. As many hydrants as possible shall be supplied directly by municipal water. The distance from the finished grade line to the lowest discharge shall be no less than 18 inches and no more than 23 inches. The Fire Department connections shall be located, and of sufficient height where typical snow fall or snow removal operations will not obstruct access.
17. **Fire Hydrant Acceptance:** This project will include the installation of water mains for domestic and fire protection use. Prior to the fire sprinkler system connection to any new water mains (including water mains, fire hydrants, laterals leading to the building and risers) must be hydrostatically tested flushed according to National Fire Protection Association (NFPA–National Fire Code) Standard 24 and witnessed by the Fire Chief and or the Chief’s representative, the installing contractor and the fire sprinkler contractor at a minimum.
18. Fire hydrant and water main flushing can be disruptive to the job site and requires significant coordination of all sub-contractors by the General Contractor. Nonetheless flushing is an essential part of assuring public safety.
19. The General Contractor is highly encouraged to coordinate the flushing of all new water mains, fire hydrants, laterals leading to the building and risers with both the sub-contractors responsible, the Village of Pleasant Prairie Engineering Department, Fire and Rescue Department and the Water Utility Department, prior to seeking a ‘clean water sample’ on this site.

**NOTE:** The Fire Protection Designer must meet with the Fire and Rescue Department before the underground drawings are submitted for review to finalize the placement of the hydrants.

20. **Pumper Pad:** There shall be dedicated space for a fire engine to have unobstructed access to the Pumper Pad. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant. The Fire Department connection shall be constructed along with an underground drain with access for inspection. A guideline detail is attached and is meant to illustrate the requirements needed to meet the requirements stated in Village Ordinance 180-16.

**NOTE:** *The Fire Department Connection riser shall include a single five (5) inch Storz fitting.*

21. **Bollards:** Shall be placed near fire hydrants, remote post indicator valves (PIV) and Fire Department connection(s) to prevent damage. Bollards shall be 6 inches in diameter. Bollards shall not obstruct charged fire hoses. It is recommended that the Fire Department approve the location of the bollard(s) before final placement is made.
22. **Strobe Light:** A strobe light shall be provided for each riser and installed vertically above each sprinkler water flow bell. The strobe light shall operate for a sprinkler water flow. The lens color shall be RED. The strobe light shall meet Village specifications as found in section 180-16 K of the Sprinkler Ordinance.
23. **Fire Alarm System: The system shall be fully addressable so that detailed information will be received about the device in alarm.** Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed in this building shall activate the internal fire alarm system.
  - a. **Manual Fire Alarm Pull Stations:** Shall be located at a minimum, immediately adjacent to each exterior door. Any additional exterior doors will be required to meet this requirement. The pull station shall not be placed in the area of the door, but immediately adjacent to the door jamb.
  - b. **Pull Stations and Audiovisual Alarms:** Shall be installed per ADA requirements.
  - c. **Smoke and Heat Detection:** Shall be installed as required.
  - d. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
  - e. **Fire Alarm Control Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire & Rescue Department. The Fire Alarm Control Panel shall be located within the Fire Pump Room. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
  - f. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
  - g. **Central Station:** The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and supervisory signals to a central station that is certified by Underwriters Laboratories (UL) and/or Factory Mutual (FM) and approved by the Fire & Rescue Department. The owner shall provide such documentation for approval. It is recommended that the owner consult with the Fire & Rescue Department prior to signing any contracts with the Central station.
    - 1) The central station shall be provided with this information regarding the geographical location of this alarm:

Village of Pleasant Prairie, County of Kenosha, State of Wisconsin

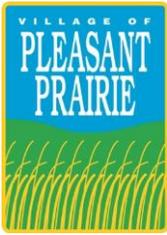
Fire:	Pleasant Prairie Fire & Rescue
Medical:	Pleasant Prairie Fire & Rescue

Phone numbers:  
**Emergency:** (262) 694-1402  
Non-emergency: (262) 694-7105  
Business: (262) 694-8027

24. **Knox Box:** Knox Boxes shall be provided for the building, one each provided on the West, East (vestibule) and South side of the building. The Knox Boxes shall be Model 4400, and of the recessed type. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.
25. **MSDS Knox Box:** A minimum of One (1) Knox Box(s) designed for Material Safety Data Sheet storage shall be provided to contain the data sheets on all products that are considered hazardous within the facility. The MSDS Box(s) shall be installed at a location acceptable to both the owner and the fire department.
26. **Fire Extinguishers:** Shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be in sufficient number. The company providing the fire extinguishers shall submit a letter to the Fire and Rescue Department stating the locations and size of the extinguishers are in compliance with NFPA 10.
27. **Emergency and Exit Lighting:** Exit and Emergency Lighting shall be provided and shall have battery backup. Combination units are acceptable and recommended. An Emergency Generator eliminates the need for battery backup. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted, this is for test purposes. These circuits shall be clearly labeled.
28. **Final Inspection:** The General Contractor shall provide the following documentation at the time the Final Inspection takes place and before a building occupancy certificate will be issued.
  - a. The fire protection contractor shall provide the owner with a letter (upon completion of the sprinkler work) stating the sprinkler system, or portion thereof, is "100% operational and built according to the design", Village Ordinance, 180-16 N.
  - b. Copy of contract with fire alarm central monitoring station.
  - c. Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
  - d. Copies of the fire protection underground flushing documents.
  - e. Copies of the underground and fire sprinkler hydrostatic test certificates.
  - f. Copies of the fire sprinkler operational test certificates.
  - g. Copies of the fire alarm test documents.
  - h. Copies of other test documents such as, hood/ duct, smoke, etc...
  - i. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
  - j. Provide two- (2) CD's, one for the property owner and one for the Fire and Rescue Department. The disks shall include all Floor plans and fire protection plans for the

building in an as-built condition.

- k. Severe Weather Shelter: The architect shall provide for both the Owner and the Fire & Rescue Department the area within the building that can be used as a “severe weather shelter” or “safe haven” during severe weather such as a tornado.
  - l. Maps of the fire alarm and fire sprinkler system shall be placed in the fire pump room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
  - m. AED, in place at such time there is occupancy.
  - n. A copy of the Emergency Plan must be submitted to the Fire and Rescue Department before occupancy.
  - o. Occupancy inspection fee and re-inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.
29. **Occupancy:** All fire and life safety requirements must be in place prior to any building being occupied.



## Village Staff Memorandum

To: Jean Werbie-Harris, Community Development Director  
From: Sandro Perez, Building Inspection Superintendent  
Subject: Site &Op's review for The Addison of Pleasant Prairie  
Date: August 26, 2014

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1. Building Inspection Department information:  
Hours: Mon-Fri, 8am-5pm.  
Phone# 262-694-9304  
Email: [buildinginspection@plprairiewi.com](mailto:buildinginspection@plprairiewi.com)
2. Permit applications can be found online at [pleasantprairieonline.com](http://pleasantprairieonline.com)
3. Inspections are performed Mon- Fri 9am-4pm except electrical inspections; those are only Tue & Thu mornings. 48hr notice is required to schedule an inspection. Please note you must call and speak with a Building Inspection Department representative a voicemail or email will not constitute an inspection please plan accordingly. Final occupancy inspections require coordination with multiple departments and staff members there for a minimum of 72 hour notice is required. Any re-inspection fees due must be paid prior to scheduling a re-inspection.
4. All contractors requiring permits shall not commence work until permit issuance. We have 10 business days to review and issue permits please plan accordingly.
5. We inspect to the 2009 IBC, IEBC, IMC, IECC, IFGC, 2003 ANSI A117.1, 2011 NEC and WI. Plumbing code SPS 381-386.
6. All state approved drawing must be available at job site for inspector review.
7. Please submit emergency egress path / lighting plan and energy compliance worksheets form SBD 10512 to Building Inspection Department prior to issuance of building permit.
8. Fire alarm systems require two permits and two inspections, one from the Fire Department and one from the Building Inspection Department.
9. Any exterior building fire protection loop will require inspection by both the Fire Department and Building Inspection Department.
10. VOPP recommends all exterior lot and building lighting to be LED and Dark Sky compliant.
11. Any tradesmen requiring state license will be "carded" on the jobsite for compliance.

12. All equipment must be “LISTED” by a nationally recognized testing laboratory.
13. Documentation of available fault current at equipment must be provided to verify short circuit current rating compliance per 2011 NEC 110.10.
14. All equipment, materials, etc. must be rated for the environment in which they will be used.
15. Provide proper working clearance for all line voltage VAV’s per 2011 NEC.
16. Provide selective coordination study for all emergency systems per 2011 NEC.

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE VILLAGE OF PLEASANT PRAIRIE**

**AND**

**SENIOR LIFESTYLE DEVELOPMENT COMPANY, LLC**

**REGARDING**

**THE**

**THE ADDISON OF PLEASANT PRAIRIE**

**10/ /2014**

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**AND**

**SENIOR LIFESTYLE DEVELOPMENT COMPANY, LLC**

**REGARDING**

**THE ADDISON OF PLEASANT PRAIRIE**

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**THE ADDISON OF PLEASANT PRAIRIE**

**LISTING OF EXHIBITS**

EXHIBIT A	Ownership Documentation
EXHIBIT B	The Addison Certified Survey Map/Legal Description
EXHIBIT C	None
EXHIBIT D	The Public and Private Improvements Cost Estimate
EXHIBIT E	Construction Plans for the Addison, Pleasant Prairie Off-Site Pavement, Drainage and Utility Improvements Plans and Specifications and Easement
EXHIBIT F	Form of Letter of Credit for Senior Lifestyle Development Company, LLC
EXHIBIT G	None
EXHIBIT H	The Contracts, Performance and Payments Bonds and Certificates of Insurance
EXHIBIT I	Title Insurance Commitment
EXHIBIT J	Erosion Control Plan
EXHIBIT K	Memorandum of Development Agreement

**DEVELOPMENT AGREEMENT**  
**BETWEEN THE VILLAGE OF PLEASANT PRAIRIE**  
**AND**  
**SENIOR LIFESTYLE DEVELOPMENT COMPANY, LLC**  
**REGARDING**  
**THE**  
**THE ADDISON OF PLEASANT PRAIRIE**

This Development Agreement (hereinafter referred to as this “Agreement”) is entered into by and between **SENIOR LIFESTYLE DEVELOPMENT COMPANY, LLC, an Illinois limited liability company** (the “Developer”), with a business address of 303 E. Wacker Drive, Chicago, IL 60601 and the **Village of Pleasant Prairie**, a Wisconsin municipal corporation with offices located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 (the “Village”) regarding the development of **The Addison of Pleasant Prairie** (the “Development”), as of the \_\_\_ day of October, 2014.

**Witnesseth:**

**WHEREAS**, the Developer is acquiring Lots 1 & 2 of the Certified Survey Map attached hereto as **Exhibit B** of Incorporated herein by reference (the “Addison Certified Survey Map”) (which will be referred to herein as the “Property”); and

**WHEREAS**, VK Arbor LLC (a/k/a the original Prairie Ridge Senior Campus Developer) and the Village executed a Development Agreement dated January 17, 2005 (the “Original Development Agreement”) for the Required Public and Private Improvements servicing property which includes, without limitation, the Property; and

**WHEREAS**, the Village Board has adopted a resolution dated October \_\_\_, 2014, which sets forth a portion of the Phase 1 & 2 Required Public Improvements as referenced in the Original Development Agreement that have been completed, inspected, tested and accepted by the Village and which are no longer the obligation of the Developer, except as set forth below; and

**WHEREAS**, the Developer, as a part of the purchase of the Property, is agreeing to take over responsibilities and obligations for the completion of certain Required Public and Private Improvements described in the Original Development Agreement as it pertains to the Property, as more fully described on **Exhibit D and E** attached hereto and incorporated herein by reference; and

**WHEREAS**, the Developer has requested that the Village enter into this Development Agreement to specify and outline the Developer responsibilities and obligations regarding the proposed development of Senior Housing on the Property (the “Development”); and

**WHEREAS**, the Village Board approved the Addison Certified Survey Map on October \_\_, 2014, subject to certain conditions, one of which is that the Developer shall enter into this Agreement with the Village; and

**WHEREAS**, subsection 236.13(2)(a) of the Wisconsin Statutes provides that, as a condition of approving the Addison Certified Survey Map, the Village will require the Developer to make and install or to have made and installed any required private improvements and contemplated public improvements that are reasonably necessary for the proposed Development; and

**WHEREAS**, the Village's budget and public works schedule do not include the installation of improvements that are reasonably necessary and required for the proposed development of the Property, and there would be a substantial delay in the construction and installation of such improvements but for this Agreement; and

**WHEREAS**, subsection 236.13(2)(b) of the Wisconsin Statutes provides that, as a condition for accepting the dedication of public streets and other public ways, the Village will require that designated public improvements and facilities, constructed according to Village specifications and under Village inspection, shall have been previously provided, without cost to the Village; and

**WHEREAS**, subsection 236.45(2) of the Wisconsin Statutes empowers the Village to adopt ordinances governing the development of land that are more restrictive than the provisions of Chapter 236 of the Wisconsin Statutes, and the Village has done so; and

**WHEREAS**, the proposed Development would impose substantial burdens upon the Village, but for this Agreement, which can appropriately be mitigated by this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the Village hereby agree as follows:

1. Required Public and Private Improvements to be Provided, Installed and Constructed by the Developer.

1.1 General Provisions relating to Required Public and Private Improvements. Except as is otherwise specifically provided in this Agreement, the public improvements described below (hereinafter collectively referred to as the "Required Public Improvements") shall be designed, provided, installed, constructed and completed by the Developer, at the Developer's cost and to the Village's satisfaction, in accordance with the provisions of this Agreement. The Developer and the Village hereby acknowledge and agree that certain roadways to be constructed by Developer and identified as 96<sup>th</sup> Avenue, and 81<sup>st</sup> Street

(hereinafter collectively referred to as the “Private Streets”) shall remain private and not be dedicated to the Village; however the sanitary sewer system, storm sewer system, and water system improvements located underneath such Private Streets and which are part of the Required Public Improvements will remain public and be dedicated to the Village along with certain easements for access to such Required Public Improvements as identified on the Addison Certified Survey Map. The Village hereby acknowledges and agrees that the street to be constructed by Developer and identified as 97<sup>th</sup> Court, including without limitation the related sanitary sewer system, storm sewer system and water system improvements, shall remain public and be dedicated to the Village as provided herein. The Developer and its Contractors may enter the 97<sup>th</sup> Court public right of way to construct the Required Public and Private Improvements described herein. All parties acknowledge some of the Required Public and Private Improvements are being constructed on property owned by third Parties.

The following Required Public Improvements must be completed prior to any verbal or written occupancy permit being issued by the Village for any buildings or developments on the Property. The Required Public Improvements and any related Required Private Improvements relating to the Development are those described in **(Exhibits D and E)** attached hereto and incorporated herein by reference. Generally, the items included in the Required Public and Private Improvements to be completed by the Developer, as shown on **(Exhibits D and E)**, include, without limitation, the following:

1.1.1 Roadway improvements for 97<sup>th</sup> Court shall be fully improved from 94<sup>th</sup> Avenue to Prairie Ridge Boulevard, including installing 5 foot concrete sidewalks on both sides and Parkway street trees. 97<sup>th</sup> Court shall be constructed to the Village’s new standard composite pavement section (7 inches of concrete overlaid with 1.75 inch HMA).

1.1.2 Roadway improvements for 96<sup>th</sup> Avenue from 97<sup>th</sup> Court to 81<sup>st</sup> Street and on 81<sup>st</sup> Street shall be final asphalt paved to support the development. Also, the existing portion of 96<sup>th</sup> Avenue from 81<sup>st</sup> Street to Prairie Ridge Boulevard shall be fully improved. Five (5) foot concrete sidewalks shall also be installed along both sides of 96<sup>th</sup> Avenue.

1.1.3 Public street trees shall be installed along 97<sup>th</sup> Court (East and West side), 96<sup>th</sup> Avenue (West side), 96<sup>th</sup> Avenue (missing trees along the East side), 81<sup>st</sup> Street (missing trees along the North side), and a street tree missing along Prairie Ridge Boulevard. Street tree types (minimum of a 2 inch caliper) and location shall be planted per the Village approved street tree list.

1.1.4 Public street lights (residential type-concrete base and pole with Sheridan fixture) shall be installed along 97<sup>th</sup> Court and 96<sup>th</sup> Avenue per a Village approved plan. The street lights shall be paid for by the Developer and owned and maintained by WE-Energies.

1.1.5 Public street signs shall be installed pursuant to Village requirements.

1.1.6 Sanitary sewer service for the Phase 1 building shall be a public sanitary extension from 98<sup>th</sup> Circle to the manhole on 97<sup>th</sup> Court.

1.1.7 Off-site storm water drainage basin work shall be completed.

1.1.8 To the extent that the Civil Engineering Plans and Specifications (**Exhibit E**) differ from the general description in items 1.1.1 through 1.1.7, the Civil Engineering Plans and Specifications shall control.

1.2 Required Public and Private Street Improvements. The Developer shall complete the construction and installation of all Required Public Improvements and any related Required Private Improvements in accordance with the terms of this Agreement and the applicable provisions of the Village's Land Division and Development Control Ordinance.

The Required Public and Private Street Improvements shall be completed in accordance with the following:

(a) Under the Village's typical public improvement schedule, as outlined in the Village's Municipal Code Chapter 405 (Public Improvements), the Required Public Street Improvements shall, be installed, completed, and constructed by the Developer, inspected and conditionally approved by the Village pursuant to a Letter of Substantial Completion, and dedicated by the Developer and formally accepted by the Village Board within one (1) year after the Effective Date (hereinafter defined).

(b) All required Public and Private Improvements must be completed prior to any verbal or written occupancy permit being issued by the Village for any buildings or developments on the Property. The Village is not responsible for any snowplowing or maintenance of 97<sup>th</sup> Court until after the Village has accepted dedication of 97<sup>th</sup> Court by the adoption by the Village Board of a Resolution formerly accepting its dedication. Prior to acceptance of dedication by the Village Board, the Developer shall be solely responsible to barricade or otherwise prevent public access to the roads to be constructed as described herein and to place signs on

each end of 97<sup>th</sup> Court indicating “Road Closed”, “no public access” or “construction vehicles only”.

1.3 Required Public and Private Curb and Gutter.

The Developer shall design, locate, provide, construct and install all required concrete curb and gutter improvements in the streets in the Property which are depicted and described on (**Exhibits D and E**) and are hereinafter collectively referred to as the "Required Public and Private Curb and Gutter", to be completed in a workmanlike manner and in accordance with such Exhibits and the Addison Certified Survey Map, and the applicable provisions of the Village Municipal Code Chapter 405 (Public Improvements) and the Construction Site Maintenance and Erosion Control Ordinance. The Developer and the Village acknowledge and agree that the Curb and Gutter to be installed along 96<sup>th</sup> Avenue shall remain private and not be dedicated to the Village; however the Curb and Gutter to be installed along 97<sup>th</sup> Court shall remain public and be dedicated to the Village as provided herein.

1.4 Required Public Sanitary Sewer System Improvements.

1.4.1 The Developer shall design, locate, provide, construct and install all required public sanitary sewer system improvements in the Development depicted and described in (**Exhibit E**) (hereinafter collectively referred to as the "Required Public Sanitary Sewer System Improvements") in a workmanlike manner and in accordance with (**Exhibits D and E**), the Addison Certified Survey Map (**Exhibit B**), and the applicable provisions of the Village Municipal Code Chapter 405 (Public Improvements). The Village acknowledges and agrees that although portions of the Required Public Sanitary Sewer System Improvements may be installed underneath the Private Streets, the Required Public Sanitary System Improvements shall remain public and be dedicated to the Village along with certain easements for access to such improvements as identified on the Addison Certified Survey Map.

1.4.2 The Developer shall complete construction of the Required Public Sanitary Sewer System Improvements before commencement of construction and installation of the aggregate base course.

1.4.3 The Village shall televise the Required Public Sanitary Sewer System Improvements and shall conduct such cleaning of the sanitary sewer mains which are part of the Required Public Sanitary Sewer System Improvements as may be necessary to facilitate such televising, at the Developer's cost, after the aggregate base course has been completed, proof-rolled and tested and at the time of the Village's final inspection at the time that the Developer's one-year warranty of such improvements is

set to expire. The estimated cost of such cleaning and televising shall be included in the Letter of Credit. The Developer shall conduct such cleaning of the Required Public Sanitary Sewer System Improvements (other than the catch basins) as may be necessary to facilitate such televising, at the Developer's cost, after the aggregate base course has been completed, proof-rolled and tested and at the time of the Village's final inspection at the time that the Developer's one-year warranty of such improvements is set to expire. Promptly after the Village's initial inspection, cleaning, televising, and acceptance of the Required Public Sanitary Sewer System Improvements, the Developer shall take such action as is necessary to connect and otherwise render such improvements usable.

#### 1.5 Required Public Water System Improvements.

1.5.1 The Developer shall design, locate, provide, construct and install all required public water supply and distribution system improvements if any, described in (**Exhibits D and E**) (hereinafter collectively referred to as the "Required Public Water System Improvements"), in a workmanlike manner and in accordance with (**Exhibits D and E**), the Addison Certified Survey Map (**Exhibit B**), and the applicable provisions of the Village Land Division and Development Control Ordinance. The Village acknowledges and agrees that although portions of the Required Public Water System Improvements may be installed underneath the Private Streets, the Required Water System Improvements shall remain public and be dedicated to the Village along with certain easements for access to such improvements as identified on the Addison Certified Survey Map.

1.5.2 The Developer shall complete the installation of the Required Public Water System Improvements before the installation of the aggregate base course.

1.5.3 Upon the Village's inspection, water sampling, testing and conditional approval of the dedicated Required Public Water System Improvements pursuant to a Letter of Substantial Completion and the Village's acceptance thereof, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable.

#### 1.6 Required Public and Private Storm Sewer and Drainage System Improvements.

1.6.1 The Developer shall design, locate, provide, construct, install, repair and perform all required grading and the required storm sewer and drainage system improvements in the Development, on the private

property and in the public right-of-ways, and in the storm water retention facilities, all of which public and private grading and improvements are depicted and described (**Exhibits D and E**). (Such public and private storm water facility and retention basin grading and improvements being hereinafter collectively referred to as the "Required Public and Private Storm Sewer and Drainage System Improvements"), in a workmanlike manner and in accordance with (**Exhibits D and E**), the Addison Certified Survey Map (**Exhibit B**), and the applicable provisions of the Village's Land Division and Development Control Ordinance. The Village acknowledges and agrees that although portions of the Required Public Storm Sewer System Improvements may be installed underneath the Private Streets, the Required Public Storm System Improvements shall remain public and be dedicated to the Village along with certain easements for access to such improvements as identified on the Addison Certified Survey Map. A pond which is off-site will be serving the Property. The Developer shall deliver to the Village an Easement acceptable to the Village allowing the Village and Developer to have access to the off-site retention pond serving the Property, which will be in the form attached hereto as part of Exhibit E and incorporated herein by reference.

1.6.2 The Developer shall complete the installation of all sub-grade Required Public and Private Storm Sewer and Drainage System Improvements before the installation of the aggregate base course.

1.6.3 The Village shall televise, and conduct such catch basin cleaning of the Required Public Storm Sewer and Drainage System Improvements as may be necessary to facilitate such televising, at the Developer's cost, and at the time of the Village's final inspection at the time that the Developer's one-year warranty of such improvements is set to expire. The estimated cost of such cleaning and televising shall be included in the Letter of Credit. Promptly after the Village's initial inspection, catch basin cleaning, televising, and acceptance of the Required Public Storm Sewer and Drainage System Improvements, the Developer shall take such action as is necessary to connect and otherwise render such improvements usable.

#### 1.7 Required Public Landscaping Improvements.

All of the grading, site stabilization, and landscaping described in this Paragraph will hereinafter be collectively referred to as the "Required Public Landscaping Improvements".

1.7.1 The Developer shall provide and install street trees, plantings and other landscaping materials within the public rights-of-way and/or private easements in accordance with (**Exhibits D and E**) (the "Required Public

Landscaping Improvements”), the Addison Certified Survey Map (**Exhibit B**) and the applicable provisions of the Village’s Land Division and Development Control Ordinance.

1.7.2 The Developer shall not commence the installation of the Required Public Landscaping Improvements until the Required Public and Private Curb and Gutter Improvements have been installed by the Developer and inspected and approved by the Village.

1.7.3 The Developer shall provide written verification that the Required Landscaping Improvements planted within the public right-of-ways and/or private easements were installed in accordance with the approved Landscaping Plan. Subject to the Developer’s one-year warranty to replace all Required Public Landscaping Improvements pursuant to Paragraph 5.4 hereof, after the Village’s inspection and approval of the Required Landscaping Improvements, ownership of those Required Public Landscaping Improvements in 97<sup>th</sup> Court shall be transferred to the Village. The Developer shall remain responsible for the maintenance of all Required Public and Private Landscaping Improvements.

1.7.4 The street trees which comprise a portion of the Required Landscaping Improvements shall be a minimum of six (6) feet in height and two (2) inches in diameter, placed in mulched beds at the time of planting. The staked trees shall be consistently planted every fifty (50) feet, and in the middle of the parkway approximately midway between the back of the curb and the sidewalk, at a location to be approved by the Village unless such placement would result in a tree being within ten (10) feet of a fire hydrant or driveway, in which case, such tree shall be planted immediately outside such ten-foot radius. The Developer shall have the contractor mark or stake the proposed locations based on field conditions for the Village review and concurrent prior to any installation of any street trees.

1.7.5 All disturbed areas in the right-of- way and storm water drainage easement areas inside and outside the Development, some of which are shown on the Addison Certified Survey Map, shall be suitably prepared and seeded with appropriate grass seed by the Developer, to the Village’s satisfaction and in accordance with (**Exhibits D and E**), and the applicable provisions of the Village’s Land Division and Development Control Ordinance as soon as is physically practical after the disturbance of the ground surface, but in any event no later than twelve (12) months after the Effective Date. The Village inspectors may require that areas of disturbed ground surface within the rights of way and drainage easement areas inside and outside the Development to be hydro-seeded or may require other more intensive methods of soil

stabilization if necessary to control erosion prior to the winter season. In the event that the initial seeding fails to produce a good cover of grass, the Developer shall promptly take such steps as are necessary, such as hydro-seeding, to produce a good cover of grass.

#### 1.8 Required Private Utilities.

1.8.1 The Developer, at the Developer's expense, shall cause to be designed, located, constructed, installed and provided in the Property all utility improvements and facilities which are proposed to serve the Development, including electrical power, gas, telephone and cable TV lines (collectively referred to herein as the "Required Private Utilities"), in a workmanlike manner and in accordance with the Addison Certified Survey Map (**Exhibit B**), and the applicable provisions of the Village Land Division Ordinance. All Required Private Utilities shall be installed underground.

1.8.2 The Developer shall contract with the appropriate private utility companies (i.e. We Energies, Time Warner Cable, etc.) (the "Private Utility Companies") for the coordination, construction and installation of all Required Private Utilities in accordance with the utility easement provisions set forth on the Addison Certified Survey Map (**Exhibit B**), which installation shall be completed within twelve (12) months after the Effective Date and prior to the Village's issuance of occupancy permits. Notwithstanding the foregoing, the installation of the Required Private Utilities may be completed in separate phases in portions of the Property where the Required Grading Improvements have been completed. The Developer acknowledges and agrees that the Village shall issue occupancy permits for only those buildings for which the Required Private Utilities have been installed and are available. The Developer shall be responsible for ensuring that Required Private Utilities are available for all residential units under construction in the Property. The Developer shall be responsible for the restoration of all easement areas disturbed by the Private Utility Companies, unless a separate agreement is entered into with the Private Utility Companies to transfer the responsibility to the Private Utility Companies.

1.8.3 All areas within the Property shall be within four (4) inches of final grade prior to issuing a notice to proceed to the Private Utility Companies and prior to the installation of the Required Private Utilities.

#### 1.9 Required Public Street Lights.

The Developer shall install the required public street lights in the Property (the "Required Public Street Lights") in accordance with the approved street lighting requirements described in (**Exhibits D and E**). The Developer shall install Required Public Street Lights generally in conjunction with the installation of the electrical distribution system. The Developer shall be responsible for the timely restoration of all areas disturbed by the Private Utility Company or its subcontractor during street light installation. Public street lights (residential type-concrete base and pole with Sheridan fixture) shall be installed along 97<sup>th</sup> Court and 96<sup>th</sup> Avenue per a Village approved plan. The street lights shall be paid for by the Developer and owned and maintained by WE-Energies. The Property is part of a street lighting district and owners of the Property will pay street lighting costs as part of said district.

#### 1.10 Required Public Street Signs.

The Village shall cause to be manufactured and installed street signs and "type-3" traffic barricades at the end of partially constructed streets (the "Required Public Street Signs"), the cost of which shall be borne by the Developer and included within the Letter of Credit (hereinafter defined), in accordance with the applicable provisions of the Village's Land Division and Development Control Ordinance. If the actual cost of manufacture and installation by the Village of the Required Public Street Signs exceeds the amount itemized for such item in the Letter of Credit, the Developer shall pay such excess within thirty (30) days after receipt of an invoice therefore from the Village. The Village shall use such funds exclusively for the purpose of purchasing and installing the Required Public Street Signs in the Property. The Required Public Street Signs shall be located and installed in accordance with the approved street sign plan (hereinafter referred to as the "Street Sign Plan") included as a part of (**Exhibits D and E**). The Village shall install or contract to have such temporary signs installed on behalf of the Developer no later than the dedication by the Developer and the formal acceptance by the Village of the public portion of the Street Improvements by resolution of the Village Board. The Village shall install or contract to have such permanent signs installed on behalf of the Developer no later than the dedication by the Developer and the formal acceptance by the Village of the public portion of the Street Improvements by resolution of the Village Board.

#### 1.11 Survey Monuments.

The Developer shall place and install in the Property all survey monuments required by the applicable provisions of the Village Land Division and

Development Control Ordinance and the Wisconsin Statutes. The installation of such monuments shall be completed to the satisfaction of the Village prior to obtaining building permits for structures on the Property. The Developer shall promptly notify the Village in writing upon completion of such installation or verification that such monuments were previously installed.

2. Intentionally Omitted.

3. Developer's Obligations not Contingent.

The Developer's obligations to design, construct, install, provide and complete, and under certain circumstances to repair or replace the Required Public and Private Improvements provided for in this Agreement, in accordance with the provisions of this Agreement, are not contingent upon the Developer commencing the construction of any buildings on the Property.

4. Contractors and Contracts.

4.1 Qualified Contractors. For any work on the Required Public Improvements, Required Public Street Lighting and Required Landscaping Improvements, the Developer shall engage or permit any contractor to engage only contractors and subcontractors who are qualified to perform the work and who have been pre-qualified for such work in accordance with Village ordinance requirements.

4.2 Village Review of Contracts. All contracts, and all amendments thereto and change orders relating to the Required Public and Private Improvements shall, prior to any labor, materials or services being supplied there under, be subject to review and approval by the Village, which review and approval shall be solely to verify: (i) the amount to be paid for items to ensure sufficient coverage under the Letter of Credit; (ii) the identity of the contractors, subcontractors and suppliers; and (iii) that such contracts contain appropriate measures to protect any trees, to prevent erosion, to keep the construction site free of litter and debris, and to keep roadways free of mud and debris pursuant to Paragraph 21 hereof. With respect to any contract for work which is scheduled to commence within twelve (12) months after the Effective Date, the Developer shall provide to the Village for its review and approval of such contractors' adequate and appropriate contractor payment and performance bonds for such work and certificates of insurance to protect the Village. The Village's review and approval of any contract which includes work which is not scheduled to commence until after twelve (12) months after the Effective Date and the Village's approval of any contractor for such work shall be conditioned upon the delivery by the Developer to the Village prior to the commencement of work by such contractor, of an adequate and appropriate contractor payment and performance bond and certificate of insurance for such contractor to protect the Village in form satisfactory to the Village.

4.3 Village Approval of Presubmitted Contracts. The Village has reviewed and approved the Contractors and the Contracts copies of which, together with copies of the contractors' payment and performance bonds and insurance certificates, are attached hereto and incorporated by reference herein as **Exhibit G.**

5. Warranty; Hold Harmless and Indemnification.

5.1 The Developer warrants and guarantees that all of the Required Public and Private Improvements designed, constructed and installed or provided by or through the Developer pursuant to this Agreement shall be free from any defects due to faulty design, materials or workmanship, or to any failure to comply with the requirements of this Agreement or the Village's Land Division and Development Control Ordinance and Construction Site Maintenance and Erosion Control Ordinance and the Municipal Code Chapter 405 (Public Improvements) ("Defects"), of which the Village notifies the Developer in writing within one (1) year after the date of the Village's issuance of a Letter of Substantial Completion (or within one (1) year after the completion of the work, if the work or materials are not incorporated in an improvement which is to be dedicated to the Village). The Developer shall, at its cost, promptly make any repairs or replacements necessary to correct any such defects occurring within such one (1) year period, in a workmanlike manner, in accordance with the requirements of this Agreement to the satisfaction of the Village. The foregoing warranties exclude remedies for damage or defect caused by abuse or modifications by the Developer or its contractors, agents or employees, improper or insufficient maintenance by any person or entity other than Developer or its contractors, agents or employees, improper operation or normal wear and tear under normal usage. Except as set forth in this paragraph 5 or elsewhere in this Agreement, Developer does not make, and the Village acknowledges that Developer has not made, any representation, warranty or guarantee, express or implied, to the Village with respect to the Required Public Improvements or the present or future merchantability, condition, quality, durability, fitness or suitability of use.

5.2 In addition to, and not by limitation upon, Developer's warranty and guaranty in Paragraph 5.1 hereof, the Developer shall indemnify and hold harmless the Village, its employees agents and engineering consultants responsible for field staking, construction inspection and administration, for: (i) any claims brought against any of them arising out of any Defect in work performed by the Developer or its employees, agents or contractors or any subcontractors; and any damage to Village property resulting from any Defect in work performed by the Developer or its employees, agents or contractors or subcontractors, which indemnification and hold harmless shall include the costs and expenses of any litigation connected with the foregoing (and including the reasonable attorneys' fees and any expert witness fees of the Village, its employees, agents and engineering consultants). The foregoing indemnity and hold harmless shall not include claims

arising out of the negligent or intentionally wrongful conduct of any engineering consultant hired by the Village.

5.3 The Developer hereby waives any claims it may have against the Village for any negligence, mistake or error on the part of the Village's employees, agents and engineering consultants responsible for field staking, construction inspection and administration and for the cost of any repairs or replacements resulting from any of the foregoing services by any of the foregoing persons. The foregoing waiver shall not include claims which the Developer may have against the engineering consultants for any negligence, mistake or error on the part of the engineering consultants responsible for field staking, construction inspection and administration.

5.4 In addition to the general warranty given by the Developer to the Village in Paragraph 5.1 hereof, the Developer hereby agrees to replace, at its cost, any tree or other element of the Required Public Landscaping Improvements which is damaged or dies, regardless of the reason therefore, wherever located, for which the Village notifies the Developer in writing within one (1) year after the date of the Village's inspection and approval of such landscaping element, which warranty shall extend for an additional one-year period with respect to any element of the Required Public Landscaping Improvements which Developer has replaced pursuant to this Paragraph 5.4.

5.5 The Developer shall indemnify and hold harmless the Village, its employees, agents and engineering consultants responsible for field staking, construction inspection and administration, for any and all claims brought against any of them arising out of the presence of Hazardous Materials at the Property, which indemnification shall include the costs and expenses of any litigation connected with the foregoing (and including the reasonable attorneys' fees and any expert witness fees of the Village, its employees, agents and engineering consultants). For purposes of this Agreement, "Hazardous Materials" shall mean any substance or combination of substances which are defined or regulated as hazardous under any applicable Federal, State or local law, including, but not limited to, Section 292.01(5) of the Wisconsin Statutes. The indemnity contained in this Paragraph 5.5 shall survive this Agreement for a period of one (1) year.

6. Irrevocable Letter of Credit.

6.1 The Developer shall deliver to the Village, as a condition of the Village Board's approval of the Addison Certified Survey Map and as a condition precedent to certification of such approval on the Addison Certified Survey Map, a three (3) year minimum, Irrevocable Letter of Credit on original bank letterhead in the amount of One Million Two Hundred Thirty-Two Thousand Four Hundred Ninety-Eight and 36/100 (\$1,232,498.36) in substantially the form which is attached hereto and incorporated herein by reference as **Exhibit E** (the "Letter of

Credit”), which amount includes the estimated cost of the following Required Public Improvements and any Required Private Improvements together with a fifteen percent (15%) contingency allowance added to each of them:

- i. Required Public and Private Street Improvements
- ii. Required Public and Private Curb and Gutter
- iii. Required Public Sanitary Sewer System Improvements and Sanitary Sewer Improvements in Easement Area (including, but not limited to, cleaning and televising)
- iv. Required Public Water System Improvements and Water Improvements in Easement Area
- v. Required Public Storm Sewer and Drainage System Improvements (including but not limited to catch basin cleaning and televising)
- vi. Required Public and Private Landscaping Improvements
- vii. Required Public Street Light
- viii. Required Public Street Signs.

The cost estimates on which the amount of the initial Letter of Credit is based are summarized on (**Exhibit D**).

6.2 The Letter of Credit shall be payable at sight to the Village, upon presentment of the Village's draft and the affidavit of the Village President or Village Administrator, attested by the Village Clerk, stating that: (i) an Event of Default (see Paragraph 38 of this Agreement) by the Developer has occurred under this Agreement, and (ii) the Village Board at a meeting duly held on a specified date, duly approved a draft upon the Letter of Credit in the specified amount. The Letter of Credit, and any Supplemental Letter of Credit, shall expire, by its terms, no less than three (3) years after the effective date of such Letter of Credit (which shall be no later than ten (10) days after the Village Board's approval of the Addison Certified Survey Map), and any balance of the Letter of Credit remaining after the expiration date shall no longer be available for draft. The Letter of Credit shall also provide that partial drawings upon the Letter of Credit are allowed, based upon the completion of each classification of improvements (i.e. water improvements) as shown on (**Exhibit D**). Developer may submit more than one Letter of Credit, provided that each Letter of Credit conforms to the formal requirements set forth above, and such Letters of Credit are in the aggregate amount set forth in Paragraph 6.1 hereof. Wherever used herein, the term of “Letter of Credit” shall be deemed to refer collectively to all outstanding Letters of Credit delivered by Developer to the Village pursuant to this Article 6.

6.3 The purpose of the Letter of Credit, and of any Supplemental Letter of Credit, provided pursuant to Paragraph 7 of this Agreement is to secure the Developer's agreement to design, construct, install, provide and complete, and to repair or replace under certain circumstances, all of the Required Public Improvements in accordance with the requirements of this Agreement, as well as the Developer's

and Required Private Improvements indemnification and hold harmless obligations in Paragraph 5 of this Agreement.

6.4 Reductions in the Letter of Credit, or any Supplemental Letter of Credit provided pursuant to Paragraph 7 hereof, other than as a result of a draw by the Village, shall be permitted only in accordance with the following procedures:

(a) The Developer may submit written requests to the Village for a reduction in the Letter of Credit not more often than once per calendar month. Any such request shall be accompanied by originals of lien waivers from contractors, subcontractors and suppliers. The Village Board shall review the lien waivers and other documentation received from the Developer and reports from the Village's engineering consultants regarding the status of the work-in-progress for which such reduction in the Letter of Credit is claimed and the recommendations of such consultants regarding the amount of the Letter of Credit to be released based on the percentage of work completed. The Village Board shall promptly authorize a reduction of the Letter of Credit in an amount proportionate to the percentage of the work completed to the extent the Village Board is satisfied that appropriate payment has been made for such work.

(b) After the completion of a classification of the Required Public Improvements or Private Improvements corresponding to one of the items listed on (**Exhibit D**), and the Village's inspection and testing of such classification and conditional approval thereof pursuant to a Letter of Substantial Completion, the delivery to the Village of satisfactory evidence that there is no unpaid work with respect to the classification in question for which a mechanics or supplier's lien may be imposed pursuant to Paragraph 6.4(a) hereof, the dedication by the Developer of such improvements to the Village and the formal acceptance thereof by the Village pursuant to a resolution by the Village Board, the Village Board shall promptly authorize a reduction in the Letter(s) of Credit. The amount of any such reduction shall be the remaining amount (including the 15% contingency calculated on such amount) that was attributed to the identified itemized listing of improvements in determining the amount of the Letter(s) of Credit as is set forth on the attached **Exhibit D** and in any determination of the Village Board to require a Supplemental Letter of Credit.

(c) Notwithstanding Paragraph 6.4(b), above, the Village Board shall not be required to permit the release of the last five percent (5%) of the original amount of the required Letter of Credit, plus five percent (5%) of the amount of any Supplemental Letter of Credit provided pursuant to

Paragraph 7 of this Agreement, for a period of one (1) year after the completion, dedication and the final and formal acceptance of the last-to-be completed, dedicated and finally and formally accepted classification of Required Public Improvements for the purpose of securing the Developer's warranty, guaranty, hold harmless and indemnification agreement under Paragraph 5 hereof.

(d) For purposes of any reductions or withholdings under Paragraphs 6.4(a) and (b), above, the Village Board may, in its discretion, treat the remaining balances of any Letters of Credit provided pursuant to Paragraphs 6 or 7 of this Agreement as being fungible.

6.5 The amount of any draw by the Village upon the Letter of Credit provided pursuant to this Paragraph 6 or any Supplemental Letter of Credit provided pursuant to Paragraph 7 hereof, shall be the amount listed on (**Exhibit D**) for the item or items which the Developer has failed to complete and which have resulted in an Event of Default under this Agreement. In the event that the cost of the specific item or items is not broken out on (**Exhibit D**), then the amount shall be based upon the amount estimated by the Village's engineering consultant as the cost of the goods or services to be performed, purchased or supplied.

6.6 The Village shall be entitled to make any draw upon the Letter of Credit provided pursuant to this Paragraph 6 or upon any Supplemental Letter of Credit provided pursuant to Paragraph 7 of this Agreement after: (i) an Event of Default by the Developer has occurred and is continuing pursuant to Paragraph 38 of this Agreement; and (ii) the Village Board, at a meeting duly held, shall have approved the draw; provided, however, that the Village Board shall not approve the draw if before that time the Developer has cured the Event of Default to the reasonable satisfaction of the Village Board.

6.7 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, conditioned or delayed, to replace the Letter 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 or such lesser rating as may be reasonably satisfactory to the Village; (ii) is in an amount equal to the then outstanding balance of the existing Letter of Credit; (iii) has a term equal to the remaining term of the existing Letter of Credit; and (iv) is otherwise on the same terms as the existing Letter of Credit. At such time as the Developer deposits with the Village a substitute Letter of Credit approved by the Village and otherwise complying with this Agreement, the Village shall promptly release the original Letter of Credit to the Developer. For purposes of this Agreement, all references to the "Letter of Credit" shall be deemed to mean any substitute letter of credit conforming to this Paragraph 6.7.

7. Supplemental Letter of Credit.

Any increase in the amount to be paid by the Developer to any contractor or vendor, or claimed or demanded by any contractor or vendor with respect to any of the Required Public Improvements, whether arising from a change order or other agreement between the Developer and a contractor, shall be reported by the Developer in writing to the Village. The Village may require the Developer to provide, and the Developer shall provide upon the request of the Village, a Supplemental Letter of Credit if the Village determines that the amount of such increase is substantial enough not to have been anticipated by the 15% construction contingency factor utilized in determining the amount of the Letter of Credit provided pursuant to Paragraph 6 of this Agreement. Notwithstanding the foregoing sentence, the Developer shall not be required to provide a Supplemental Letter of Credit unless and until any increase in a contract price, together with any previous increases in such contract price or any other contract price, exceeds one hundred ten percent (110%) of the estimated sum of the costs (without contingencies) used in determining the original amount of the Letter of Credit (and the amount of any previously posted Supplemental Letter(s) of Credit). Any such Supplemental Letter of Credit shall have substantially the same terms, except amount, and be treated in essentially the same way as the Letter of Credit provided pursuant to Paragraph 6 of this Agreement.

8. Dedications of Land or Interests in Land.

8.1 The Developer, as a condition precedent to the effectiveness of the Village Board's final approval of the Addison Certified Survey Map and to the effectiveness of the certification of such approval on the Addison Certified Survey Map, shall offer to give, grant, dedicate or otherwise offer to convey to the Village and to certain other named persons the dedications of easements and/or interests in land that are shown and described on the Addison Certified Survey Map, free of charge and free and clear of all liens and encumbrances that are not accepted by the Village in writing.

8.2 All of the required dedications of easements or of interests in land, under the "Dedications and Easements Provisions" set out on the Addison Certified Survey Map shall be deemed to have been formally, finally and unconditionally made by the Developer and accepted by the Village, the Private Utility Companies and any other specified grantees without further action by any of them at such time as the Addison Certified Survey Map is certified as approved by the Village President, the Village Clerk, Village Treasurer, and the Kenosha County Treasurer, and released for recording.

8.3 All of the dedications of easements or interests in land provided for in this Agreement shall be made free of charge to the Village or the Private Utility Companies or other specified grantees, and shall be free and clear of any liens or

encumbrances except for the Permitted Exceptions as are provided for in this Agreement, the Declaration or on the Addison Certified Survey Map.

9. Dedications of Public Improvements.

9.1 After the Developer's completion of an item or classification constituting an element of the Required Public Improvements and the Village's satisfactory inspection or testing thereof, the Village shall issue a letter of substantial completion ("Letter of Substantial Completion") acknowledging the Village's conditional approval of such improvement or improvements, which approval shall remain conditional pending the expiration of the Developer's one-year warranty pursuant to Paragraph 5 hereof.

9.2 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village: (i) the public portion of the Required Public and Private Street Improvements upon completion by the Developer, and inspection and conditional approval by the Village of the Street Improvements as evidenced by the issuance by the Village of a Letter of Substantial Completion; (ii) the Street Improvements upon completion by the Developer, and inspection and conditional approval by the Village of the Street Improvements as evidenced by the issuance by the Village of a Letter of Substantial Completion; and (iii) the Street Improvements upon completion by the Developer, and inspection and conditional approval by the Village thereof as evidenced by the issuance by the Village of Letter of Substantial Completion.

9.3 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village all public portions of the Required Public and Private Curb and Gutter Improvements, upon completion by the Developer, and inspection and conditional approval by the Village as evidenced by the issuance by the Village of Letter of Substantial Completion.

9.4 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village all Required Public Water System Improvements, upon completion by the Developer, and inspection and conditional approval by the Village as evidenced by the issuance by the Village of a Letter of Substantial Completion.

9.5 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village all Required Public Sanitary Sewer System Improvements, upon completion by the Developer, and inspection and conditional approval by the Village as evidenced by the issuance by the Village of a Letter of Substantial Completion.

9.6 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village all public portions of the Required Public

and Private Storm Sewer and Drainage System Improvements, upon completion by the Developer, and inspection and conditional approval by the Village as evidenced by the issuance by the Village of a Letter of Substantial Completion.

9.7 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village all Required Public Landscaping Improvements in the right-of-ways and/or private easements dedicated to the Village, upon completion by the Developer, and inspection and conditional approval by the Village as evidenced by the issuance by the Village of a Letter of Substantial Completion.

9.8 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village the Required Public Street Lights, upon completion by the Developer, warranty period expiration and the inspection and conditional approval by the Village as evidenced by the issuance by the Village of a Letter of Substantial Completion.

9.9 (Intentionally Deleted).

9.10 Each dedication described above shall, when made, be made free of charge to the Village, and all improvements so dedicated shall be free and clear of any liens or encumbrances, except for the Permitted Exceptions as provided for in this Agreement.

9.11 All dedications to the Village of Required Public Improvements provided for in this Agreement shall include all structures, mains, conduits, pipes, lines, machinery, generators or other equipment and other appurtenances which may in any way be a part of or pertain to such improvements, together with any and all necessary easements for access thereto.

9.12 Promptly after the Developer has completed an item constituting a Required Public Improvement to the Village, and the Village has evidenced its conditional approval thereof as evidenced by its issuance of a Letter of Substantial Completion, the Village shall, without the need for further application or action by the Developer, formally accept the Developer's offer of such dedication (as made hereinabove) by resolution of the Village Board. The Village shall accept each such dedication only in accordance with the applicable provisions of the Village Land Division and Development Ordinance regarding acceptance of dedications of public improvements. After the adoption by the Village Board of a resolution formally accepting the dedication of an item or classification constituting an element of the Required Public Improvements, the Village shall have the duty and right to maintain the accepted improvements and shall have the right to connect to or to integrate with such improvements other facilities or improvements with no payment or award to the Developer and without the Developer's consent.

10. Title Insurance and Lien Waivers.

10.1 Dedications of Land or Interests in Land. The Developer has heretofore provided to the Village, and the Village has reviewed and found acceptable, the Pro Forma Title Commitment No. \_\_\_\_\_ attached hereto and incorporated herein by reference as **Exhibit H** (the "Title Commitment") issued by the Title Insurer, showing, on a pro forma basis, the Village as an insured grantee under easements, in the amount of the total estimated cost of the Required Public Improvements as set forth on (**Exhibit D**) hereof (but not including the 15% contingency), and showing that any easements or interests in land being dedicated or conveyed to the Village are free and clear of all liens and encumbrances except those provided for by this Agreement or on the Addison Certified Survey Map, or as have been approved in writing by the Village (collectively, the "Permitted Exceptions"). The costs of the Title Commitment and the ensuing policy issued to the Village shall be paid by the Developer. A condition precedent to the Village Board's final approval of the Addison Certified Survey Map becoming effective and to the certification of such approval on the Addison Certified Survey Map becoming effective, shall be the Title Insurer's assurance to the Village, that the Title Insurer is prepared to issue to the Village a title policy, effective the date of the recording of the Addison Certified Survey Map, insuring the Village as grantee under all easements being dedicated or conveyed to it, in the amount of the total estimated cost of the Required Public Improvements as set forth on (**Exhibit D**) as aforesaid issued by the Title Insurer showing that easements conveyed or dedicated to the Village are free and clear of all liens and encumbrances except the Permitted Exceptions (the "Title Policy") (or in lieu thereof, a marked-up title commitment, effective as of the date of the recording of the Addison Certified Survey Map, committing the Title Insurer to issue the Title Policy). The Title Policy shall be issued by the Title Insurer to the Village upon the recording of the Addison Certified Survey Map.

10.2 Dedications of Required Public Improvements. The Developer shall provide to the Village, in connection with the dedication of each set of the Required Public Improvements, duly signed originals of final lien waivers from all contractors, subcontractors, and other persons who have provided any labor or materials with respect to such improvements, specifically detailing the work done, the materials supplied, and the dollar amounts of such waivers.

11. Developer's Ownership Representations and Warranties.

11.1 Land. The Developer represents and warrants to the Village that: (a) as of the Effective Date the Developer is the sole fee simple absolute owner of the Property identified on the Addison Certified Survey Map (**Exhibit B**) and that it

is lawfully seized and possessed of the Property, subject only to the Permitted Exceptions; and (b) as of the date on which the Addison Certified Survey Map is recorded, the Developer is the sole fee simple absolute owner of the Property identified on the Addison Certified Survey Map and that it is lawfully seized and possessed of the Property, subject only to the Permitted Exceptions. The Developer further represents and warrants to the Village that at the time of the recording of the Addison Certified Survey Map there are no liens or encumbrances other than the Permitted Exceptions on or affecting any of the land or interests in land required to be dedicated to the Village by this Agreement. The representations and warranties contained in this Paragraph 11.1 shall survive this Agreement, the dedication by the Developer of any land or interest in land provided for by this Agreement and the acceptance of such dedications by the Village.

11.2 Improvements. The Developer represents and warrants to the Village that all of the Required Public Improvements then being dedicated to the Village will, at the time of the dedication thereof to the Village, the Village's conditional approval thereof pursuant to a Letter of Substantial Completion and at the time of the Village's formal and final acceptance thereof as evidenced by a resolution of the Village Board, and the recording of the instruments, if any, reflecting such dedications: (i) as to the Required Public Improvements located on land theretofore dedicated to the Village be free and clear of any liens or encumbrances, except Permitted Exceptions. The representations and warranties contained in this Paragraph 11.2 shall survive this Agreement, the dedication to the Village of any Required Public Improvements and the acceptance by the Village of such dedications.

12. Developer's Hazardous Materials Representation and Warranty.

The Developer represents and warrants to the Village, its employees, agents and consultants acting on behalf of the Village, that, to the best of their knowledge, as of the Effective Date and at the time that the Developer makes any dedications of land or interests of land required by this Agreement and such dedication is recorded: (i) there are no Hazardous Materials present on, in or beneath the Property in any quantity or condition that would constitute a violation of any environmental law; and (ii) there is no pending or threatened litigation, charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand or notice before any court or administrative agency containing any allegation that Hazardous Materials are or have been present, released, generated, transported, stored, treated, or disposed of on the Property. The representation and warranty contained in this Paragraph 12 shall survive this Agreement, the dedication by the Developer of any land or interest in land provided for by this Agreement and the acceptance by the Village of any such dedication for a period of one (1) year. The Developer, upon written demand from the Village within said one-year warranty period, shall promptly indemnify and hold harmless the Village, its employees, agents and consultants for and against any and all claims, liability, damages and the costs of any

litigation resulting from or arising out of the untruth or inaccuracy of the representation and warranty contained in this Paragraph 12, including, without limitation, any actual attorneys' fees and expert witness fees.

In the event that the Developer discovers the presence of any underground storage tank or any Hazardous Material at the Property, Developer shall immediately notify the Village Administrator and the Village Engineer orally and by facsimile and shall promptly give such other notices and take such action as may be required by applicable law.

13. Restrictions, Covenants and Easements Running With the Land.

The Property shall continue to be subject to all terms and provisions of the Declaration of Development Standards and Protective Covenants for Prairie Ridge Commercial Development which was recorded with the Kenosha County Register of Deeds Office on March 12, 1998 as Document number 1088729, and the First Amendment to Declaration of Development Standards and Protective Covenants for Prairie Ridge Commercial Development which was recorded with the Kenosha County Register of Deeds Office on October 9, 1998 as Document Number 1115848, and the Second Amendment to Declaration of Development Standards and Protective Covenants for Prairie Ridge Commercial Development recorded with the Kenosha County Register of Deeds Office on January 13, 2000 as Document Number 1170858, and the Third Amendment to Declaration of Development Standards and Protective Covenants for Prairie Ridge Commercial Development recorded with the Kenosha County Register of Deeds Office on March 7, 2000 as Document Number 1175267, and the Fourth Amendment to Declaration of Development Standards and Protective Covenants for Prairie Ridge Commercial Development recorded with the Kenosha County Register of Deeds Office on April 5, 2010 as Document Number 1614310.

14. Miscellaneous Fees.

The Developer shall pay to the Village Treasurer in cash or by certified or cashier's check, as a condition to the Village Board's final approval of the Addison Certified Survey Map and as a condition precedent to certification of such approval on the Addison Certified Survey Map, all fees prescribed by the Village Land Division and Development Control Ordinance which are due at such time, including without limitation, those described in (**Exhibit D**):

15. Engineering Review Fees.

No later than thirty (30) days after receipt of an invoice from the Village, the Developer shall reimburse the Village for all fees incurred by it for engineering, engineering review, inspection and other expert or administrative services in connection with its review and approval of the Addison Certified Survey Map and inspections and approvals of the Required Public Improvements, grading and other items associated with the Development requiring the Village's review, inspection or approval. The Village's invoice shall

provide an itemization specifying the work done, by who it was done and the charge for such work.

16. Connection Fees.

The Developer acknowledges that the builder of any buildings on the Property may 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 supply systems. These fees are subject to change by Village ordinance and all owners shall be responsible for the then current fees.

17. Payment of Taxes and Special Assessments.

The Developer, in accordance with the Title Commitment and Village tax records, shall pay any outstanding real estate taxes and special assessments then due and owing on any portion of the Property prior to the recording of the Addison Certified Survey Map.

18. Left Blank Intentionally.

19. Commencement of Construction.

19.1 Except for the Required Public Grading Improvements which have been constructed pursuant to the Interim Mass Grading Agreement, the Developer shall not commence construction or installation of any of the Required Public Improvements until after the Addison Certified Survey Map has been recorded pursuant to this Agreement, and the Developer has received written authorization from the Village to commence construction of such improvements, which shall not be unreasonable withheld.

19.2 After the conditions set forth in Paragraph 19.1 hereof, the Developer shall promptly commence construction of the Required Public Improvements and shall thereafter diligently proceed with the construction and installation of such improvements in accordance with this Agreement.

19.3 It is understood and agreed, pursuant to Section 18.0902 of the Village Land Division and Development Control Ordinance, that no occupancy permit will be issued by the Village with respect to any proposed building or structure in the Property, prior to completion and Village acceptance of the Public and Private Improvements in accordance with Paragraph 29.1 hereof.

20. Erosion Control.

20.1 The Developer shall take such actions and shall utilize such techniques and mechanisms necessary to implement the approved Erosion Control Plan a copy of which is attached hereto and incorporated by reference herein as **Exhibit I**, and to

comply 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 to prevent sediment from being washed into downstream drainage facilities, during any grading or construction relating to the Required Public or Private Improvements.

20.2 The Property and all other areas of the Property on which construction or grading activities are being or have been carried out shall be in compliance with Wisconsin Administrative Code NR 216 at all times during construction. Also a Notice of Intent (NOI) must be on file with the Wisconsin Department of Natural Resources.

20.3 A \$2,000.00 cash payment has been made by the Developer to the Village pursuant to this Agreement as a street sweeping security to guarantee to the Village that the roadways are kept clean throughout the construction. Following the Developer's dedication and the Village's acceptance of the public portion of the Public and Private Improvements, 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., clean-up of mud tracking. (See Section 28.009 of the Construction Site Management and Erosion Control Ordinance.) The Village shall not undertake street sweeping to remedy a failure by the Developer to do so until twenty-four (24) hours after the Village has given written notice to the Developer of such failure and the Developer has not cured.

## 21. Cleanup/ Restricted Access.

21.1 The Developer shall keep the Property free from litter and debris during all phases of grading and construction with respect to the Required Public Improvements. The Developer shall promptly remove and lawfully dispose of all tree trunks and limbs, brush and all other rubbish and debris from the Development. Tree trunks or other organic matter shall not be backfilled on the Property.

21.2 Off-site 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 off-site sediment deposition occurring as a result of construction activities shall be cleaned up at the end of the work day. Mud tracking caused by construction activities related to the Required Public Improvements shall be cleaned daily by the Developer's contractor, at the Developer's or contractor's expense.

## 22. Wetlands Protection.

Intentionally Omitted.

23. Construction Access.

Construction access for Public and Private Improvements and construction of any buildings shall be restricted to and made from as noted in the Village's work in the right-of-way permit.

24. Entrance Sign.

No new entrance, development, or real estate marketing signs shall be installed or erected in or near the Property until after the Village has approved such signs and their location. Sign permits shall be required by the Village prior to such signs being installed or erected.

25. Construction Staking and Field Inspection.

The Village engineering consultants shall perform all construction staking and all engineering field inspection relating to the Required Public and Private Improvements, as required, and the Developer shall promptly pay to the Village Treasurer, within thirty (30) days after a receipt of an invoice for such work, the costs of all such services.

26. Village Maintenance.

The Village shall have no obligation to connect, maintain or repair any Required Public Improvements referred to in this Agreement until after such time as the Village Board has adopted a resolution specifically accepting the dedication of the public portion of such Improvements.

27. Village Snowplowing Maintenance.

Following the Developer's completion and Village's acceptance of Street Improvements and the Developer's preparation of the roadways for winter public plowing pursuant to this Agreement, the Village shall snowplow the public streets in the Property.

28. Right of Entry.

Village officials and their designees shall have the right to enter upon the Property at all reasonable times, without notice, to inspect the status, progress and quality of the work on the Required Public Improvements and any related materials, goods or equipment.

29. Permits.

29.1 No occupancy permits shall be issued for the occupancy of any building, unit or structure as a result of the Addison Certified Survey Map approval until

such time as the Public and Private Improvements are completed, inspected and accepted by the Village.

29.2 All Required Private Utilities shall be completed and installed for a given building prior to the issuance by the Village of an occupancy permit for such building in the Development.

30. 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 and Municipal Code Chapter 405 (Public Improvements) because the design, location, materials, workmanship or manner of performance pursuant to the public improvements or erosion control measures are not in accordance with the provisions of this Agreement, the Land Division and Development Control Ordinance, or the Erosion Control and Construction Site Maintenance Ordinance.

31. Organizational Documents.

The following organizational documents for the Developer, have been provided and are attached hereto and incorporated herein by reference as **Exhibit A:**

Articles of Organization of SENIOR LIFESTYLE DEVELOPMENT COMPANY, LLC;  
Operating Agreement of SENIOR LIFESTYLE DEVELOPMENT COMPANY, LLC;

32. Delivery of Mail.

It shall be the Developer's responsibility to notify the Pleasant Prairie Postmaster and to establish postal service delivery to the housing units within the Property. The Developer shall also coordinate the type and location of the mail boxes with the U.S. Postal Service.

33. Private Utilities Cost.

It shall be the responsibility of the Developer to contract to have installed and pay for all costs associated with the Required Private Utilities. These utility costs are not included in the Irrevocable Letter of Credit provided to the Village and shall be paid for by the Developer from other funds.

34. Hours of Construction Activities.

The hours of construction and use of heavy equipment for the Public and Private Improvements and building construction (including, without limitation, start-up, loading,

unloading and positioning of such equipment) are limited to Monday through Friday 7:00 a.m. to 10:00 p.m., Saturday 8:00 a.m. to 6:00 p.m., and Sunday 9:00 a.m. to 6:00 p.m.

35. Intentionally Omitted.

36. Remedies of the Village.

36.1 If the Developer is responsible for an Event of Default under this Agreement, the Village may pursue any and all remedies that may be available to it at law or in equity.

36.2 In addition, if the Developer is responsible for an Event of Default which is continuing, the Village may, without waiving any rights or remedies that may be available to it, perform or have performed all necessary work, and supply or have supplied all necessary equipment, goods, materials or services, to complete all or any part of the Required Public Improvements in satisfactory form, and may draw down the Letter of Credit and/or the Supplemental Letter of Credit provided by the Developer pursuant to Paragraph 6 or 7 of this Agreement.

36.3 Neither the amount of the Letter(s) of Credit provided by the Developer pursuant to Paragraphs 6 or 7 of this Agreement, nor the amount of any draw by the Village upon any such Letter(s) of Credit, shall be deemed to be a limit on any liability of the Developer for breach of this Agreement.

36.4 In the event that the Village does undertake to perform or have performed any work on any of the Required Public Improvements provided for in this Agreement, it shall diligently pursue such work to completion.

37. Remedies of the Developer.

If the Village is responsible for an Event of Default under this Agreement, the Developer, may pursue any and all remedies that may be available to it at law or in equity.

38. Notice of Breach and Curative Activity.

38.1 In the event that one of the parties to this Agreement (the "Performing Party") believes that the other party has failed to perform its obligations under this Agreement (the "Nonperforming Party"), the Performing Party shall promptly notify the Nonperforming Party in writing (the "Default Notice") of the specific nature of the alleged failure. If the Village, as the Performing Party, believes that an alleged failure of performance by the Developer, as the Nonperforming Party, poses an imminent threat to the public health or safety, the Village's Default Notice shall so state.

38.2 The delivery by the Village of a Default Notice to the Developer shall not be

a condition precedent to the issuance by the Village of a Stop-Work Order pursuant to applicable provisions of the Village's Land Division and Development Control Ordinance or Municipal Code Chapter 405 (Public Improvements), or to any legal action not taken pursuant to this Agreement to enforce such ordinance or any other applicable ordinance.

38.3 The Nonperforming Party shall have thirty (30) days after receipt of a Default Notice to cure the alleged failure to perform; provided, however, that if the failure is incapable of cure as soon as reasonably practicable within said 30-day period and the Nonperforming Party has commenced such cure within said 30-day period and is diligently pursuing such cure, the time for such cure shall be extended for a reasonable period of time under the circumstances to allow the Nonperforming Party to complete its curative activity.

38.4 Whenever an alleged failure of performance under this Agreement is believed by either party 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.

38.5 If the Nonperforming Party fails to cure the default alleged in the Default Notice within the time permitted pursuant to Subparagraph 38.3 or 38.6 hereof, an event of default ("Event of Default") shall have occurred with respect to the Nonperforming Party.

38.6 Notwithstanding anything to the contrary in this Agreement, if the Village believes in good faith that commencement of a legal action, or the making of a draw upon the Developer's Letter(s) of Credit, or the performance of its own work with respect to curing a perceived breach 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 Developer and offering Developer such opportunity to cure as is practicable under the circumstances.

38.7 Neither a party's willingness to undertake curative activity nor the fact that a party has undertaken curative activity shall be construed as or used as evidence of an Event of Default under this Agreement.

### 39. Notices.

39.1 Except as otherwise specifically provided in this Agreement, all notices given in connection with this Agreement shall be in writing, shall specifically refer to this Agreement by title and date, shall be addressed to the receiving party, and shall be delivered by personal delivery, by overnight courier with evidence of receipt, by certified or registered mail, with postage prepaid and return receipt requested, or by facsimile transmission (provided that an original of said notice or

communication is sent simultaneously by first class U.S. mail with postage prepaid or by any of the other designated methods). Any notice addressed to the Village shall be addressed to the attention of The Village Administrator, 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 (Facsimile: (262) 694-4734). Any notice addressed to the Developer shall be addressed to Senior Lifestyle Development Company, LLC, 303 E. Wacker Drive, Chicago, Illinois 60601 (Facsimile: (312) 673-4301).

39.2 Either party may give notice to the other, in accordance with this Paragraph, of a change-of-address to which notices under this Agreement may be sent during normal business hours. After any such change-of-address notice is given and received, all notices given in connection with this Agreement shall thereafter be mailed, delivered or transmitted to the new address. Any such change-of-address notice shall state on its face, in capital letters, "THIS LETTER AMENDS THE NOTICE PROVISION OF PARAGRAPH 39.1 OF THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND SENIOR LIFESTYLE DEVELOPMENT COMPANY, LLC. THIS LETTER SHOULD BE FILED WITH SUCH AGREEMENT."

39.3 Any notice given in accordance with this Paragraph 39 shall be effective upon delivery, if personally delivered, delivered by overnight courier or delivered by facsimile during regular business hours, or three (3) days after depositing same in the United States mail. Any facsimile received after 5:00 p.m. (based on the recipient's time zone) or on a day other than a normal business day shall be deemed delivered on the next normal business day.

40. No Third-Party Beneficiaries.

This Agreement is not intended to benefit or to be enforceable by any person other than the Village, the Developer, and their respective successors and assigns, which shall not include, for purposes of this Paragraph, any person who has not assumed all of the benefits and obligations of this Agreement.

41. Applicability of Land Division and Development Control Ordinance.

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

42. Amendment of Agreement.

The Village and the Developer may, by mutual agreement in writing, and after approval of the Village Board, amend this Agreement at any time. The Village Board shall not,

however, approve an amendment without having first considered the recommendations of the Village staff on the proposed amendment.

43. Amendment of Ordinance.

In the event that the Village Land Division and Development Control Ordinance or Municipal Code Chapter 405 (Public Improvements) are amended or recreated after this Agreement is entered into, and before the Required Public Improvements have been completed, then any such amendments shall apply to this Agreement; provided, however, that if such amendments impose greater burdens or impose more stringent restrictions upon the Developer, such amendments shall not apply.

44. Severability.

In the event that any part of this 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 Agreement shall survive.

45. Binding Agreement; Assignment.

45.1 This Agreement shall be binding on the parties and their successors and assigns. Any assignment of this Agreement by the Developer or by any successor or assign of the Developer, shall be subject to prior approval of the Village Board, but such approval shall not be unreasonably withheld.

45.2 The Developer may, subject to the Village's prior written approval thereof (which shall not be unreasonably delayed, conditioned or withheld), assign this Agreement to another person or entity in connection with the conveyance to such person or entity of the fee simple interest in all of the Property not previously conveyed (or under contract to be conveyed) to non-Developer owners. At such time, if any, as the Developer assigns this Agreement to another person or entity with the prior written approval of the Village (an "Approved Assignee"): (a) such Approved Assignee shall become the new Developer; (b) all of the obligations and responsibility of the "Developer" as herein set forth shall devolve upon and be assumed by such Approved Assignee; (c) the assignor-Developer as herein defined shall be released from all such obligations upon such assignment, and shall be exculpated from any personal liability or continuing obligation to perform the commitments and obligations set forth herein with respect to future obligations of the Developer; and (d) the Village will look solely to such Approved Assignee for the future performance of obligations arising under this Agreement. After such assignment, the term "Developer" shall mean such Approved Assignee.

46. No Threat to Public Health or Safety.

Notwithstanding any language or this Agreement to the contrary, the Developer shall neither do nor permit any other person to do anything in connection with the performance of the Developer's obligations under this Agreement which poses a threat to the public health or safety.

47. Good Faith and Fair Dealing.

The parties shall deal with one another fairly and in good faith. If this 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 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.

48. Memorandum of Development Agreement.

Promptly after the signing of this Agreement, as a condition subsequent to the Village Board's resolution approving the Addison Certified Survey Map, the Developer shall sign the Memorandum of this Agreement for recording in the Office of the Kenosha County Register of Deeds. The Memorandum of Development Agreement is attached hereto and incorporated herein by reference as **Exhibit K**.

49. Entire Agreement.

This Agreement (including the Exhibits) constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all prior agreements, commitments, promises, offers, representations and statements made by or on behalf of the parties with respect to the subject matter of this Agreement.

50. No Rule of Construction Against Drafter.

The language used in this 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 Agreement.

51. Governing Law.

The laws of the State of Wisconsin shall govern all issues relating to this Agreement.

52. Effective Date.

This Agreement shall be effective from and after the time it is executed and delivered by the Developer and the Village (the "Effective Date"); provided, however, the Village shall have the right to revoke this Agreement at any time prior to the recording of the Addison Certified Survey Map pursuant to Paragraph 8 hereof. It is understood and agreed that the Village Board's final approval of the Addison Certified Survey Map and the Village President's and Village Clerk's certification of the Village Board's final approval of the Addison Certified Survey Map shall not be effective until and unless all conditions to such approval are satisfied within seven business days after the Village Board's approval. It is further understood and agreed that if all such conditions are not timely satisfied within such period of seven business days after the Village Board's approval of the Addison Certified Survey Map, such approval and certification shall be automatically suspended pending further action by the Village Board notwithstanding any other provision of this Agreement (including Paragraph 53, below).

53. Unavoidable Delay.

If either party is in any way delayed or prevented from performing any of its obligations under this Agreement, other than the payment of money, due to fire, act of God, governmental act or failure to act, civil disorder, riots, insurrections, war, fuel shortages, failure of power, accidents, casualties, adverse weather conditions, strike, labor dispute, inability to procure materials, acts of the other party or the other party's agent or any cause beyond such party's reasonable control (whether similar or dissimilar to the foregoing events), then the party so delayed or prevented from performing its obligations under this Agreement shall not be deemed in default under this Agreement and the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption or prevention. Lack of available funds, regardless of the reason, shall never be deemed to constitute a cause beyond a party's reasonable control.

54. Incorporation of Recitals.

The recital paragraphs set forth at the beginning of this Agreement are incorporated as a part of this Agreement as though fully set forth herein.



STATE OF WISCONSIN                    )  
  ) SS:  
KENOSHA COUNTY                        )

This Agreement was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014 by **John P. Steinbrink, Village President and Jane M. Romanowski, Village Clerk.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**This instrument was drafted by:  
Attorney Timothy J. Geraghty  
GODIN GERAGHTY PUNTILLO CAMILLI, SC  
6301 Green Bay Road  
Kenosha, WI 53142  
(262) 657-3500**

**COST BREAKDOWN ANALYSIS  
THE ADDISON OF PLEASANT PRAIRIE - SITES B & C**

**LETTER OF CREDIT\***

**DETAILS FOR ESTIMATES PROVIDED ON ATTACHMENT 1**

<b>97TH COURT PUBLIC IMPROVEMENTS</b>	
Roadway, Street Lights, Street Trees Storm Sewer Repairs	\$615,886.33
<b>96TH AVENUE PRIVATE IMPROVEMENTS</b>	
Roadway, Additional Improvements, Street Lights, Street Trees, Storm Sewer Repairs	\$156,974.66
<b>81ST STREET &amp; 94TH AVENUE PUBLIC/PRIVATE IMPROVEMENTS</b>	
Roadway, Additional Improvements, Street Lights, Street Trees, Storm Sewer Repairs	\$101,171.52
<b>OFF-SITE IMPROVEMENTS</b>	
Retention Basin Outlet Repair & Sediment Removal Costs	\$52,185.00
<b>SANITARY SEWER EXTENSION</b>	
	\$32,176.00
<b>SUBTOTAL OF IMPROVEMENT COSTS</b>	
	<b>\$958,393.51</b>
FIELD STAKING, INSPECTION AND ADMINISTRATIVE PAYMENT PROCESSING	<b>\$62,295.58</b>
<b>GENERAL CONDITIONS</b>	\$42,000.00
<b>BOND COSTS</b>	\$9,048.62
<b>SUBTOTAL</b>	<b>\$1,071,737.71</b>
15% CONTINGENCY (of Subtotal)	<b>\$160,760.66</b>
<b>TOTAL OF LETTER OF CREDIT</b>	<b>\$1,232,498.36</b>
<b>CASH PAYMENTS</b>	
Finance Department Administrative Fee** (0.005 x total letter of credit)	\$6,162.49
Erosion Control Permit Fee***	\$150.00
Street Sweeping Cash Deposit	\$2,000.00
Work in the Right-of-way Permit Fee***	\$150.00
<b>TOTAL CASH PAYMENTS</b>	<b>\$8,462.49</b>

\* Based upon estimates to be adjusted with final contract documents.

\*\* Letter of Credit and Finance Department Fee to be presented at closing.

\*\*\* Erosion Control and Right-of-Way Fees to be submitted one week prior for permitting.

CD/Planner/Dev.Projects/Commercial/Prairie Ridge/Senior Lifestyle/Final Docs/CostBreakdown

9/11/2014

# THE ADDISON OF PLEASANT PRAIRIE OFF-SITE IMPROVEMENTS COST ESTIMATE 97th COURT - PUBLIC IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
<b>Roadway Improvements</b>					
1	Base Aggregate Dense	1	LS	\$31,656.00	\$31,656.00
2	Prep Aggregate for Concrete Paving	1	LS	\$21,744.00	\$21,744.00
3	Bull Nose Curb	1	LS	\$800.00	\$800.00
4	30" Type "D" Concrete Curb and Gutter	1	LS	\$48,611.50	\$48,611.50
5	18" Concrete Curb & Gutter	1	LS	\$2,160.00	\$2,160.00
6	Adjust Catch Basin Frames & Grates	1	LS	\$4,068.00	\$4,068.00
7	Adjust WM Valve Boxes	1	LS	\$3,433.00	\$3,433.00
8	Replace WM Valve Box (top sections)	1	LS	\$4,428.00	\$4,428.00
9	6" Concrete Drive & Sidewalk	1	LS	\$8,749.00	\$8,749.00
10	Relocate Catch Basin to proper Location	1	LS	\$20,510.00	\$20,510.00
11	7" Concrete Pavement	1	LS	\$192,515.00	\$192,515.00
12	Asphalt Concrete Pavement (1 3/4" Surface Course)	1	LS	\$58,831.00	\$58,831.00
13	4" Concrete Sidewalk w/ Base	1	LS	\$83,066.50	\$83,066.50
14	Backfill Curb & Gutter	1	LS	\$9,079.00	\$9,079.00
15	Topsoil Right-of-Way Panels	1	LS	\$14,718.00	\$14,718.00
16	Seed, Fertilizer and Mulch (Right-of-Way Panels)	1	LS	\$2,007.00	\$2,007.00
17	Inlet Protection - Type B	1	LS	\$605.00	\$605.00
18	Detectible Warning Fields	1	LS	\$6,400.00	\$6,400.00
19	Adjust Sanitary Manholes	1	LS	\$1,180.00	\$1,180.00
20	Adjust Storm Manholes	1	LS	\$15,672.00	\$15,672.00
21	Neenah R-3290	1	LS	\$1,237.00	\$1,237.00
22	Neenah R-2080	1	LS	\$537.00	\$537.00
23	Neenah R-3067	1	LS	\$1,331.00	\$1,331.00
<b>Roadway Improvements Subtotal:</b>					<b>\$533,338.00</b>
<b>Street Lights</b>					
1	Decorative Light Poles & Fixtures	6	Each	\$4,000.00	\$24,000.00
<b>Street Light Subtotal:</b>					<b>\$24,000.00</b>
<b>Street Signs</b>					
1	Miscellaneous Street Signs	1	LS	\$1,000.00	\$1,000.00
<b>Street Sign Subtotal:</b>					<b>\$1,000.00</b>
<b>Street Trees</b>					
1	Misc. Tree 2"	58	Each	\$374.29	\$21,708.82
<b>Street Tree Subtotal:</b>					<b>\$21,708.82</b>
<b>Storm Sewer Repairs</b>					
1	42" Internal Joint Seal	1	LS	\$3,484.00	\$3,484.00
2	Stone in Pipe	1	LS	\$2,019.67	\$2,019.67
3	Debris In Pipe	1	LS	\$2,019.67	\$2,019.67
4	27" Pipe Cracked (Concrete Collar)	1	LS	\$2,716.50	\$2,716.50
5	15" Pipe Cracked (Concrete Collar)	1	LS	\$4,494.00	\$4,494.00
6	12" Sectional Liners	1	LS	\$7,472.67	\$7,472.67
7	18" Sectional Liners	1	LS	\$13,633.00	\$13,633.00
<b>Storm Repair Subtotal:</b>					<b>\$35,839.51</b>
<b>Construction Cost Estimate:</b>					<b>\$615,886.33</b>
<b>Construction Administration Estimate (6.5%):</b>					<b>\$40,032.61</b>
<b>Total Estimate:</b>					<b>\$655,918.94</b>

# THE ADDISON OF PLEASANT PRAIRIE OFF-SITE IMPROVEMENTS COST ESTIMATE 96th AVENUE - PRIVATE IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
<b>Roadway Improvements</b>					
1	30" Type "D" Concrete Curb and Gutter	1	LS	\$13,680.00	\$13,680.00
2	Adjust Storm Sewer Manholes w/ External Seals	1	LS	\$6,268.00	\$6,268.00
3	Adjust Storm Sanitary Manholes w/ External Seals	1	LS	\$5,898.00	\$5,898.00
4	Adjust WM Valve Boxes	1	LS	\$1,873.00	\$1,873.00
5	Replace WM Valve Box (top sections)	1	LS	\$1,476.00	\$1,476.00
6	Crushed Aggregate Base (3" Top Dressing)	1	LS	\$3,298.00	\$3,298.00
7	Prep Aggregate Base Course for Asphalt Paving	1	LS	\$2,609.00	\$2,609.00
8	Asphalt Concrete Pavement - Base Patching	1	LS	\$19,831.00	\$19,831.00
9	Asphalt Concrete Pavement (Lower Course)	1	LS	\$12,831.00	\$12,831.00
10	4" Concrete Sidewalk w/ Base	1	LS	\$26,502.00	\$26,502.00
11	Backfill Curb & Gutter	1	LS	\$1,068.00	\$1,068.00
12	Topsoil Right-of-Way Panels	1	LS	\$2,388.00	\$2,388.00
13	Seed, Fertilizer and Mulch (Right-of-Way Panels)	1	LS	\$326.00	\$326.00
14	Adjust Catch Basin Frames & Grates	1	LS	\$774.00	\$774.00
15	Inlet Protection - Type B	1	LS	\$303.00	\$303.00
16	Detectible Warning Fields	1	LS	\$1,600.00	\$1,600.00
17	Curb and Gutter (Remove / Replace)	1	LS	\$3,053.00	\$3,053.00
18	Asphalt Concrete Pavement (Upper Course)	1	LS	\$31,138.00	\$31,138.00
<b>Roadway Improvements Subtotal:</b>					<b>\$134,916.00</b>
<b>Street Signs</b>					
1	Miscellaneous Street Signs	1	LS	\$1,500.00	\$1,500.00
<b>Street Sign Subtotal:</b>					<b>\$1,500.00</b>
<b>Street Lights</b>					
1	Decorative Light Poles & Fixtures	1	Each	\$4,000.00	\$4,000.00
<b>Street Light Subtotal:</b>					<b>\$4,000.00</b>
<b>Street Trees</b>					
1	Misc. Tree 2"	27	Each	\$374.29	\$10,105.83
<b>Street Tree Subtotal:</b>					<b>\$10,105.83</b>
<b>Storm Sewer Repairs</b>					
1	12" Sectional Liners	1	LS	\$3,736.33	\$3,736.33
2	27" Pipe Cracked/Offset (Concrete Collar)	1	LS	\$2,716.50	\$2,716.50
<b>Storm Repair Subtotal:</b>					<b>\$6,452.83</b>
<b>Construction Cost Estimate:</b>					<b>\$156,974.66</b>
<b>Construction Administration Estimate (6.5%):</b>					<b>\$10,203.35</b>
<b>Total Estimate:</b>					<b>\$167,178.01</b>

# THE ADDISON OF PLEASANT PRAIRIE OFF-SITE IMPROVEMENTS COST ESTIMATE 81 ST. & 94 AVE. - PUBLIC / PRIVATE IMPROVEMENTS

Item	Description	Qty	Unit	Unit Price	Total
<b>94th Avenue Roadway Improvements</b>					
2	Remove Curb & Gutter	1	LS	\$816.00	\$816.00
2	Detectible Warning Fields	1	LS	\$320.00	\$320.00
3	30" Type "D" Concrete Curb and Gutter	1	LS	\$13,200.00	\$13,200.00
4	4" Concrete Sidewalk w/ Base	1	LS	\$32,306.00	\$32,306.00
5	Topsoil Right-of-Way Panels	1	LS	\$972.00	\$972.00
6	Seed, Fertilizer & Mulch	1	326	\$326.00	\$326.00
<b>Roadway Improvements Subtotal:</b>					<b>\$47,124.00</b>
<b>81 Street Roadway Improvements</b>					
1	Remove & Replace Curb and Gutter	1	LS	\$1,527.00	\$1,527.00
2	Adjust Storm Manholes	1	LS	\$2,089.00	\$2,089.00
3	Asphalt Pavement (Upper Course)	1	LS	\$16,381.00	\$16,381.00
4	Asphalt Concrete Pavement (Lower Course)	1	LS	\$7,142.50	\$7,142.50
5	Detectible Warning Fields	1	LS	\$640.00	\$640.00
6	4" Concrete Sidewalk w/ Base	1	LS	\$10,927.00	\$10,927.00
7	Topsoil Right-of-Way Panels	1	LS	\$3,610.00	\$3,610.00
8	Seed, Fertilizer & Mulch	1	LS	\$492.00	\$492.00
89	Adjust Water Boxes	1	LS	\$2,105.00	\$2,105.00
<b>Roadway Improvements Subtotal:</b>					<b>\$44,913.50</b>
<b>Street Signs</b>					
1	Miscellaneous Street Signs	1	LS	\$1,500.00	<b>\$1,500.00</b>
<b>Street Sign Subtotal:</b>					<b>\$1,500.00</b>
<b>Street Trees</b>					
1	Misc. Tree 2"	15	Each	\$374.29	\$5,614.35
<b>Street Tree Subtotal:</b>					<b>\$5,614.35</b>
<b>Storm Sewer Repairs</b>					
1	Heavy Debris in MH	1	LS	\$2,019.67	\$2,019.67
<b>Storm Repair Subtotal:</b>					<b>\$2,019.67</b>
<b>Construction Cost Estimate:</b>					<b>\$101,171.52</b>
<b>Construction Administration Estimate (6.5%):</b>					<b>\$6,576.15</b>
<b>Total Estimate:</b>					<b>\$107,747.67</b>

# THE ADDISON OF PLEASANT PRAIRIE OFF-SITE IMPROVEMENTS COST ESTIMATE SANITARY SEWER IMPROVEMENTS

Item	Work Description	Qty	Unit	Unit Price	Total
1	48" Sanitary Manholes	1	LS	\$8,343.00	\$8,343.00
2	8" Sanitary Sewer w/ Granular backfill	1	LS	\$13,036.00	\$13,036.00
3	8" Sanitary sewer w/ Slurry Backfill	1	LS	\$8,343.00	\$8,343.00
4	Core & Boot Manhole	1	LS	\$2,454.00	\$2,454.00
<b>Estimated Cost:</b>					<b>\$32,176.00</b>
<b>Construction Administration Estimate (6.5%):</b>					<b>\$2,091.44</b>
<b>Total Estimate:</b>					<b>\$34,267.44</b>

# THE ADDISON OF PLEASANT PRAIRIE OFF-SITE IMPROVEMENTS COST ESTIMATE RETENTION BASIN OUTLET REPAIR & SEDIMENT REMOVAL COSTS

Item	Work Description	Qty	Unit	Unit Price	Total
1	Tree / Brush Removal	1	LS	\$5,049.00	\$5,049.00
2	Retention Basin Dewatering	1	LS	\$9,008.00	\$9,008.00
3	Sediment Deposit Removal	1	LS	\$7,440.00	\$7,440.00
4	Medium Rip Rap	1	LS	\$1,413.00	\$1,413.00
5	Grouted Medium Rip Rap	1	LS	\$18,006.00	\$18,006.00
6	Seeding / Fertilizer / Mulch	1	LS	\$1,787.00	\$1,787.00
7	Erosion Control	1	LS	\$757.00	\$757.00
8	48" Storm Manhole	1	LS	\$2,862.00	\$2,862.00
9	21" RCP w/ Ties	1	LS	\$4,195.00	\$4,195.00
10	21" Endwall	1	LS	\$1,668.00	\$1,668.00
<b>Estimated Cost:</b>					<b>\$52,185.00</b>
<b>Construction Administration Estimate (6.5%):</b>					<b>\$3,392.03</b>
<b>Total Estimate:</b>					<b>\$55,577.03</b>

# THE ADDISON OF PLEASANT PRAIRIE OFF SITE IMPROVEMENTS COST ESTIMATE COST TO COMPLETE SUMMARY

Item No.	Site / Work Description	Cost
1	97th Court	\$655,918.94
2	96th Avenue	\$167,178.01
3	94th Avenue / 81st Street	\$107,747.67
4	Retention Basin Outlet Repair & Sediment Removal	\$55,577.03
5	Sanitary Sewer Improvements	\$34,267.44
	<b>Sub-total:</b>	<b>\$1,020,689.09</b>
6	Public Improvement Civil Design / Bidding Services	\$17,248.00
7	General Conditions	\$42,000.00
8	Bond Costs	\$9,048.62
	<b>Estimated Total Cost:</b>	<b>\$1,088,985.71</b>

## COST BREAKDOWN ANALYSIS ARBOR RIDGE - SITES A & D

### LETTER OF CREDIT\*

#### DETAILS FOR ESTIMATES PROVIDED ON ATTACHMENT 1

<b>SITE A</b>	
Year 2 Improvements (2015)	\$209,851.13
Year 3 Improvements (2016)	\$66,119.80
Street Lights (2015)	\$12,000.00
Street Trees (2016)	\$32,500.00
Street Repairs (2015)	\$2,750.00
<b>SUBTOTAL OF IMPROVEMENT COSTS SITE A</b>	<b>\$323,220.93</b>
<b>SITE D</b>	
Year 2 Improvements (2015)	\$157,942.22
Year 3 Improvements (2016)	\$75,816.50
Street Lights (2015)	\$12,000.00
Street Trees (2016)	\$28,500.00
Site Repairs (2015)	\$2,000.00
<b>SUBTOTAL OF IMPROVEMENT COSTS SITE D</b>	<b>\$276,258.72</b>
<b>SUBTOTAL OF IMPROVEMENT COSTS SITES A &amp; D</b>	<b>\$599,479.65</b>
FIELD STAKING, INSPECTION AND ADMINISTRATION	<b>\$23,979.19</b>
<b>SUBTOTAL</b>	<b>\$623,458.84</b>
15% CONTINGENCY (of Subtotal)	<b>\$93,518.83</b>
<b>TOTAL OF LETTER OF CREDIT</b>	<b>\$716,977.66</b>
<b>CASH PAYMENTS</b>	
Finance Department Administrative Fee** (0.005 x total letter of credit)	\$3,584.89
<b>TOTAL CASH PAYMENTS</b>	<b>\$3,584.89</b>

\* Based upon estimates to be adjusted with final contract documents.  
 CD/Planner/Dev.Projects/Commercial/Prairie Ridge/Senior Lifestyle/Final Docs/CostBreakdown

# PRAIRIE RIDGE

Exhibit 1a

## ARBOR RIDGE CONDOMINIUM SITE A - PRIVATE IMPROVEMENTS CONSTRUCTION COST ESTIMATE

Item	Description	Qty	Unit	Unit Price	Total
<b>Year 2 Improvements (2015)</b>					
1	3" Mountable Concrete Curb and Gutter	2957	LF	\$25.00	\$73,925.00
2	Adjust Storm Sewer Manholes w/ External Seals	5	Each	\$500.00	\$2,500.00
3	Adjust Storm Sanitary Manholes w/ External Seals	13	Each	\$500.00	\$6,500.00
4	Adjust WM Valve Boxes	3	Each	\$250.00	\$750.00
5	Replace WM Valve Box (top sections)	2	Each	\$450.00	\$900.00
6	Crushed Aggregate Base (3" Top Dressing)	1012	Tons	\$18.00	\$18,216.00
7	Prep Aggregate Base Course for Paving	5997	SY	\$1.29	\$7,736.13
8	Asphalt Concrete Pavement (Lower Course)	1080	Tons	\$67.00	\$72,360.00
9	Backfill Curbs	2957	SY	\$2.00	\$5,914.00
10	Inlet Protection - Type B	7	Each	\$125.00	\$875.00
11	Remove Temporary Culverts & Outlets	1	LS	\$3,500.00	\$3,500.00
12	42" RCP Storm Sewer (Profile B)	145	LF	\$115.00	\$16,675.00
<b>Year 2 Improvements Subtotal:</b>					<b>\$209,851.13</b>
<b>Year 3 Improvements (2016)</b>					
1	Curb and Gutter (Removal) (2%)	59	LF	\$20.00	\$1,182.80
2	Adjust Catch Basin Frames & Grates	7	Each	\$700.00	\$4,900.00
3	Asphalt Pavement Base Patching (5%)	300	SY	\$20.00	\$5,997.00
4	Asphalt Concrete Pavement (Upper Course)	720	Tons	\$67.00	\$48,240.00
5	Inlet Protection - Type B	7	Each	\$125.00	\$875.00
6	30" Type "D" Concrete Curb and Gutter	197	LF	\$25.00	\$4,925.00
<b>Year 3 Improvements Subtotal:</b>					<b>\$66,119.80</b>
<b>Street Lights (2015)</b>					
1	Decorative Light Poles, Fixtures & Babling	3	Each	\$4,000.00	\$12,000.00
<b>Street Light Subtotal:</b>					<b>\$12,000.00</b>
<b>Street Trees (2016)</b>					
1	Austrian Pine 5'	21	Each	\$250.00	\$5,250.00
2	Scotch Pine 5'	6	Each	\$250.00	\$1,500.00
3	Deborah Norway Maple 2"	26	Each	\$250.00	\$6,500.00
4	Emerald Queen Maple 2"	17	Each	\$250.00	\$4,250.00
5	River Birch 2"	5	Each	\$250.00	\$1,250.00
6	Misc. Tree 2"	11	Each	\$250.00	\$2,750.00
7	Misc. Tree 2"	21	Each	\$250.00	\$5,250.00
8	Swamp White Oak 2"	2	Each	\$250.00	\$500.00
9	Redmond Linden 2"	12	Each	\$250.00	\$3,000.00
10	Donald Wyman Crabapple 2"	9	Each	\$250.00	\$2,250.00
<b>Landscaping Subtotal:</b>					<b>\$32,500.00</b>
<b>Site Repairs (2015)</b>					
1	Spread Topsoil	1	LS	\$2,000.00	\$2,000.00
2	Seed & Restore Bare Areas	1	LS	\$750.00	\$750.00
<b>Site Repair Subtotal:</b>					<b>\$2,750.00</b>
<b>Total Estimate:</b>					<b>\$323,220.93</b>

**PRAIRIE RIDGE  
ARBOR RIDGE CONDOMINIUM  
SITE D - PRIVATE IMPROVEMENTS  
CONSTRUCTION COST ESTIMATE**

Item	Description	Qty	Unit	Unit Price	Total
<b>Year 2 Improvements (2015)</b>					
1	3" Mountable Concrete Curb and Gutter	2800	LF	\$15.00	\$42,000.00
2	Adjust Storm Sewer Manholes w/ External Seals	9	Each	\$500.00	\$4,500.00
3	Adjust Storm Sanitary Manholes w/ External Seals	12	Each	\$500.00	\$6,000.00
4	Adjust WM Valve Boxes	9	Each	\$250.00	\$2,250.00
5	Replace WM Valve Box (top sections)	9	Each	\$450.00	\$4,050.00
6	Crushed Aggregate Base (3" Top Dressing)	897	Tons	\$18.00	\$16,146.00
7	Prep Aggregate Base Course for Paving	5318	SY	\$1.29	\$6,860.22
8	Asphalt Concrete Pavement (Lower Course)	958	Tons	\$67.00	\$64,186.00
9	6' Concrete Bike Path	100	LF	\$51.00	\$5,100.00
10	Backfill Curbs	2800	LF	\$2.00	\$5,600.00
11	Inlet Protection - Type B	10	Each	\$125.00	\$1,250.00
<b>Year 2 Improvements Subtotal:</b>					<b>\$157,942.22</b>
<b>Year 3 Improvements (2016)</b>					
1	Curb and Gutter (Removal) (2%)	56	LF	\$5.00	\$280.00
2	Adjust Catch Basin Frames & Grates	10	Each	\$700.00	\$7,000.00
3	Asphalt Pavement Base Patching (5%)	266	SY	\$20.00	\$5,318.00
4	Asphalt Concrete Pavement (Upper Course)	638	Tons	\$67.00	\$42,746.00
5	Inlet Protection - Type B	10	Each	\$125.00	\$1,250.00
6	3" Mountable Concrete Curb and Gutter	210	LF	\$25.00	\$5,250.00
7	5' Wide Concrete Sidewalk w/ Base	345	SY	\$40.50	\$13,972.50
<b>Year 3 Improvements Subtotal:</b>					<b>\$75,816.50</b>
<b>Street Lights (2015)</b>					
1	Decorative Light Poles, Fixtures & Cabling	3	Each	\$4,000.00	\$12,000.00
<b>Street Light Subtotal:</b>					<b>\$12,000.00</b>
<b>Street Trees (2016)</b>					
1	Austrian Pine 5'	21	Each	\$250.00	\$5,250.00
2	Scotch Pine 5'	6	Each	\$250.00	\$1,500.00
3	Deborah Norway Maple 2"	6	Each	\$250.00	\$1,500.00
4	Emerald Queen Maple 2"	8	Each	\$250.00	\$2,000.00
5	Yellow Buckeye 2"	7	Each	\$250.00	\$1,750.00
6	River Birch 2"	5	Each	\$250.00	\$1,250.00
7	Misc. Tree 2"	19	Each	\$250.00	\$4,750.00
8	Misc. Tree 2"	18	Each	\$250.00	\$4,500.00
9	Redmond Linden 2"	15	Each	\$250.00	\$3,750.00
10	Donald Wyman Crabapple 2"	9	Each	\$250.00	\$2,250.00
<b>Landscaping Subtotal:</b>					<b>\$28,500.00</b>
<b>Site Repairs (2015)</b>					
1	Spread Topsoil	1	LS	\$1,500.00	\$1,500.00
2	Restore Bare Areas	1	LS	\$500.00	\$500.00
<b>Site Repair Subtotal:</b>					<b>\$2,000.00</b>
<b>Total Estimate:</b>					<b>\$276,258.72</b>

**PRAIRIE RIDGE  
ARBOR RIDGE CONDOMINIUM  
TOTAL COST TO COMPLETE SUMMARY**

<b>Site</b>	<b>Cost</b>
Site A	\$323,220.93
Site D	\$276,258.72
<i><b>Estimated Total Cost:</b></i>	<b>\$599,479.65</b>

Date: 1/12/05

Revisions:

Reference Drawing

PROJECT:

Arbor Ridge  
Condominiums

PROJECT LOCATION:

Pleasant Prairie, Wisconsin

SHEET TITLE:

LANDSCAPE PLAN

RECEIVED  
JAN 21 2005

SHEET NO:

L11 EXHIBIT C

ARBOR RIDGE PLANT SCHEDULE				
BOTANICAL NAME	COMMON NAME	KEY	QTY	SIZE
<b>Evergreens:</b>				
Pinus nigra	Austrian Pine	EAP	30	5' BB
Pinus sylvestris	Scotch Pine	ESP	22	5' BB
<b>Shade trees:</b>				
Acer platanoides	Deborah Maple	TDM	60	2" BB
Acer platanoides	Emerald Queen Maple	TEQ	52	2" BB
Aesculus octandra	Yellow Buckeye	TYB	7	2" BB
Betula nigra	River Birch	TRB	13	2" BB
Fraxinus americana	White Ash	TWA	54	2" BB
Fraxinus pennsylvanica	Summit Ash	TGA	59	2" BB
Quercus spp.	Oak	TRO	5	2" BB
Tilia x euclora 'Redmond'	Redmond Linden	TRL	20	2" BB
<b>Ornamental Trees:</b>				
Malus	Crabapple	OCR	14	2" BB
Pyrus calleryana	Autumn Blaze Pear	TOP	3	2" BB

ARBOR RIDGE STREET PLANT SCHEDULE				
BOTANICAL NAME	COMMON NAME	KEY	QTY	SIZE
<b>Evergreens:</b>				
Pinus nigra	Austrian Pine	EAP	3	5' BB
Pinus sylvestris	Scotch Pine	ESP	9	5' BB
<b>Shade trees:</b>				
Acer platanoides	Deborah Maple	TDM	31	2" BB
Acer platanoides	Emerald Queen Maple	TEQ	27	2" BB
Aesculus octandra	Yellow Buckeye	TYB	0	2" BB
Betula nigra	River Birch	TRB	4	2" BB
Fraxinus americana	White Ash	TWA	26	2" BB
Fraxinus pennsylvanica	Summit Ash	TGA	22	2" BB
Quercus spp.	Oak	TRO	3	2" BB
Tilia x euclora 'Redmond'	Redmond Linden	TRL	2	2" BB
<b>Ornamental Trees:</b>				
Malus	Crabapple	OCR	3	2" BB
Pyrus calleryana	Autumn Blaze Pear	TOP	3	2" BB

**LANDSCAPE NOTE:**  
ADDITIONAL LANDSCAPING FOR INDIVIDUAL CONDOMINIUMS WILL BE ADDRESSED AT THE TIME OF CONDOMINIUM PLAT.

**SITE LEGEND:**

- DECORATIVE LIGHT POST (15' HEIGHT) AND FIXTURE POST:  
SHERIDAN 15  
CATALOGUE K915  
COLOR: BLACK  
PER VILLAGE REQUIREMENTS

FIXTURE:  
CAT. NO. PL-115-150HP3  
PER VILLAGE REQUIREMENTS

**SITE LIGHTING DATA:**

PUBLIC STREET LIGHTING - 16 FIXTURES  
PRIVATE STREET / PARKING LIGHTING - 22 FIXTURES  
TOTAL SITE LIGHTING - 38 FIXTURES

**SITE DATA:**

SITE AREA (CONDOMINIUMS): 26.101 ACRES

PAVED AREA (ROADS, DRIVES, & WALKS):

21,515 SF (4.856 ACRES)

**BUILDING AREA:**

PHASE ONE:

(15) 2-UNIT: 64,046 SF.

EXPANSION AREA:

(5) 4-UNIT: 36,514 SF.

(8) 6-UNIT: 96,734 SF.

TOTAL: 98 CONDO UNITS

TOTAL BUILDING AREA PER PLAN: 197,294 SF. (4.53 ACRES)

PAVED / BUILDING AREA: 9,386 ACRES - 35.144%

GREEN SPACE: 17,321 ACRES - 64.856%

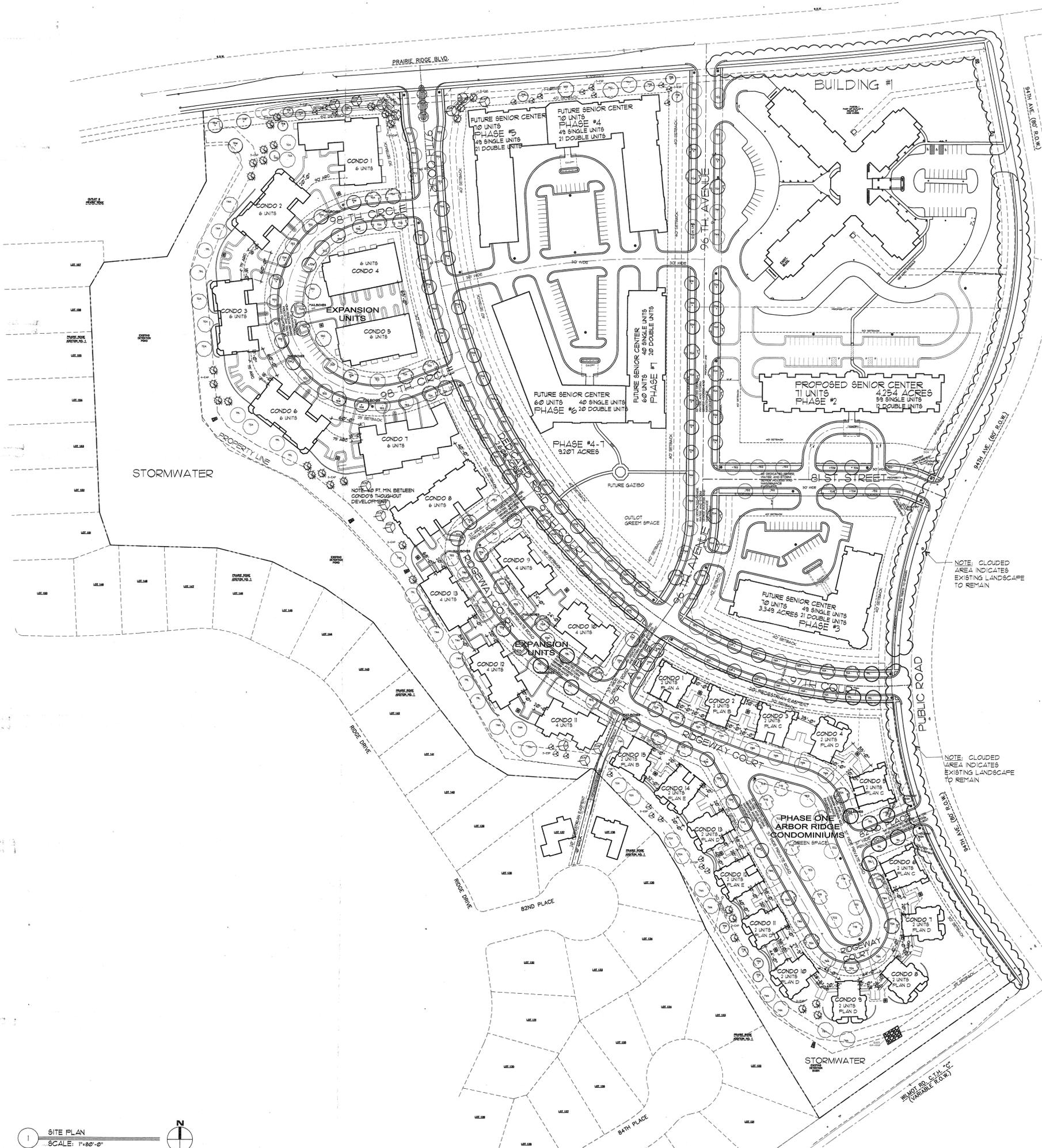
**RESIDENTIAL CONDOMINIUMS**

AREA: 26.101 ACRES

TOTAL DENSITY ARBOR RIDGE CONDOMINIUMS:

98 UNITS/26.101 ACRES = 3.7 UNITS PER ACRE

**NOTE:**  
THIS DRAWING IS FOR SITE CONCEPT ONLY. SEE CIVIL DRAWINGS FOR ACTUAL SITE DIMENSIONS AND INFORMATION.



**VILLAGE BOARD RESOLUTION #14-27**

**VILLAGE ACCEPTANCE OF A PORTION OF PHASE 1 REQUIRED PUBLIC IMPROVEMENTS INCLUDING: PORTIONS OF 97<sup>TH</sup> COURT PUBLIC STREET IMPROVEMENTS, 97<sup>TH</sup> COURT PUBLIC WATER SYSTEM IMPROVEMENTS, 97<sup>TH</sup> COURT PUBLIC SANITARY SEWER SYSTEM IMPROVEMENTS AND 97<sup>TH</sup> COURT PUBLIC STORM SEWER IMPROVEMENTS FOR A PORTION OF THE PRAIRIE RIDGE SENIOR CAMPUS DEVELOPMENT IN PLEASANT PRAIRIE, WISCONSIN**

**Legal Description:**

Lot 2 of Certified Survey Map 2458, a re-division of Outlot 9 in the Prairie Ridge Subdivision, located in a part of the part of the Northwest One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Numbers 91-4-122-082-0412.

**WHEREAS**, VK Arbor LLC (a/k/a the original Prairie Ridge Senior Campus Developer) and the Village executed a Development Agreement dated January 17, 2005 ("Development Agreement") for the Required Public and Private Improvements serving the "The Addison" proposed development on the property legally described above and the adjacent Arbor Ridge Condominium and Prairie Ridge Senior Campus Development, setting forth the approval conditions and the responsibilities and obligations with respect to matters related to the construction, inspection, use and maintenance of the Required Public and Private Improvements; and

**WHEREAS**, pursuant to the Development Agreement, VK Arbor, LLC as the Owner and the then Developer, upon the construction, completion, inspection and acceptance unconditionally dedicated, granted and conveyed, to the Village of Pleasant Prairie, the 97<sup>th</sup> Court affecting the referenced property and certain areas included in The Addison, as legally described above, for public street; public sanitary sewer system improvements; public water system improvements; public storm sewer system improvements; public drainage ways and public drainage system improvements and for maintenance and access purposes, which dedications are shown and described on the approved and recorded Final Condominium Plat for the VK Arbor Condominium, which is incorporated as a part of the referenced Development Agreement; and

**WHEREAS**, VK Arbor, LLC constructed, installed, and completed Phase 1 of the Required Public Improvements as evidenced by the completion of the Village's field inspections and conditional approvals thereof and by the issuance of the Village's Letter of Substantial Completion for the first phase of public improvements construction; and

**WHEREAS**, VK Arbor, LLC irrevocably and unconditionally dedicated, granted and conveyed to the Village all Phase 1 of the Public Street Improvements as evidenced by the Village's field inspections, conditional approvals, warranty period expiration and by the issuance of the Village's Letter of Substantial Completion; and

**WHEREAS**, VK Arbor, LLC irrevocably and unconditionally dedicated, granted, and granted and conveyed to the Village all Required Phase 1 Public Water System Improvements as evidenced by the Village's field inspections, conditional approvals, warranty period expiration and by the issuance of the Village's Letter of Substantial Completion; and

**WHEREAS**, VK Arbor, LLC irrevocably and unconditionally dedicated, granted and conveyed to the Village all Required Public Sanitary Sewer System Improvements as evidenced by the Village's field inspections, conditional approvals, warranty period expiration and by the issuance of the Village's Letter of Substantial Completion; and

Village Board Resolution #14-27  
Acceptance of a portion of Phase 1  
Public Improvements for Prairie Ridge Senior Campus  
(97<sup>th</sup> Court)

**WHEREAS**, VK Arbor, LLC irrevocably and unconditionally dedicated, granted and conveyed to the Village all Required Public Storm Sewer and Drainage System Improvements evidenced by the Village's field inspections, conditional approvals, warranty period expiration and by the issuance of the Village's Letter of Substantial Completion subject to completing repairs of any defects as determined from final Village storm sewer televising and modifications for final road paving; completing off-site drainage basin grading modifications and completing as-built topographic surveys of the storm water basins.; and

**WHEREAS**, VK Arbor, LLC had provided to the Village, the appropriate contractor and subcontractor lien waivers with respect to all work or materials supplied in connection with each class of Phase 1 Required Public Improvements referenced in this Resolution; and

**WHEREAS**, the Phase 1 Required Public Improvements as referenced for the portion of the Prairie Ridge Senior Campus were unconditionally dedicated, granted and conveyed to the Village, its successors and assigns forever from VK Arbor, LLC, free of charge to the Village, and free and clear of any encumbrances whatsoever. All dedications to the Village of the Phase 1 Required Public Improvements provided for in this Resolution shall include streets, structures, mains, conduits, pipes, valves, lines, and other appurtenances which may in any way be a part of or pertain to such improvements, together with any and all necessary easements for access thereto.

**NOW THEREFORE**, on this **6<sup>th</sup> day of October, 2014** the Village of Pleasant Prairie Board of Trustees hereby accepts each such dedication only in accordance with the applicable provisions of the Village's Land Division and Development Control Ordinance regarding acceptance of dedications of the Required Phase 1 Public Improvements and subject to the conditions of acceptance as set forth herein. After the adoption by the Village Board of this Resolution formally accepting the dedication of the Required Public Improvements, the Village shall have the duty and right to maintain the accepted improvements only to the extent as described herein and shall have the right to connect to or to integrate with such improvements or facilities.

**FURTHERMORE**, The Developers of The Addison, Senior Lifestyle Development Company, LLC, shall have the financial obligation to complete the uncompleted improvements and storm sewer maintenance repairs; grading improvements and topographic field surveys; street lights, street signs and street tree installation; and street improvements, all subject to the Village Engineer's inspections and subsequent discovery of any remedial repairs as specified in the Assignment of Development Agreement between the Village and the Senior Lifestyle Development Company LLC. as also approved by the Village Board on September 15, 2014.

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John P. Steinbrink  
Village President

ATTEST:

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Jane M. Romanowski, CMC  
Village Clerk  
27- accepting portion of improv vk arbor - the addison

**CONSENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND SENIOR LIFESTYLE DEVELOPMENT COMPANY, LLC**

THIS CONSENT is entered into by FWQCM LLC (hereinafter the “Owner”), and the Village of Pleasant Prairie, a Wisconsin municipal corporation.

**WHEREAS**, VK Arbor LLC (a/k/a the original Prairie Ridge Senior Campus Developer) and the Village executed a Development Agreement dated January 17, 2005 (the “Original Development Agreement”) for the Required Public Improvements and Required Private Improvements which would serve proposed development of the Arbor Ridge Condominium and the Prairie Ridge Senior Campus Development, setting forth the approval conditions and the responsibilities and obligations with respect to matters related to the construction, inspection, use and maintenance of the Required Public Improvements and Required Private Improvements; and

**WHEREAS**, in May 2010 VK Arbor LLC financially defaulted on a loan secured by the land and the land ownership was then transferred to FWQCM LLC, with Triumph Community Bank f/k/a the National Bank, as the owner representative (referred to herein as the “Bank”). At that time, the Village required that the existing amount of the Letter of Credit under the Original Development Agreement be renewed by the Owner based upon the Village Engineer’s cost estimates in order for the Village to have sufficient funds to complete the outstanding Required Public and Private Improvements not previously completed in the Prairie Ridge Senior Ridge Campus Development pursuant to the Original Development Agreement; and

**WHEREAS**, the Village Board has adopted **Resolution # \_\_\_\_\_** on October \_\_, 2014 (a copy of which is attached hereto as Exhibit A), which sets forth a portion of the Phase 1 and 2 Required Public Improvements as referenced in the Original Development Agreement that have been completed, inspected, tested and accepted by the Village and which are not the obligation of the Owner except as set forth below; and

**WHEREAS**, a portion of the VK Arbor LLC Development (Lot 3 of CSM #2458, Tax Parcel Number 91-4-122-084-0413; and Tax Parcel #'s 91-4-122-082-0490 and 91-4-122-084-0501 through 0530), remain the financial obligation of the Owner for the completion of the Required Public and Private Improvements as described in **Exhibit C – Conceptual Plan for VK Arbor Condominiums and the Associated Off-Site Public and Private Improvements Cost Estimate**); and

**WHEREAS**, the Owner has proposed selling a portion of the property subject to the Original Development Agreement to Senior Lifestyle Development Company, LLC, an Illinois limited liability company (“Senior Lifestyle”), with the portion being transferred described on the Addison Certified Survey Map attached hereto as **Exhibit B**, and incorporated herein by reference (the “Addison Property”); and

**WHEREAS**, Senior Lifestyle has agreed that in connection with the purchase of the Addison Property they will enter into a new Development Agreement in the form attached hereto as Exhibit H and incorporated herein by reference (the “New Development Agreement”), and under which Senior Lifestyle will take over the Developer responsibilities and obligations for the completion of certain Required Public and Private Improvements as they pertain to the Addison Property and as are described on Exhibits D and F attached hereto and incorporated herein by reference; and

**WHEREAS**, the Owner and Bank have requested that the Village enter into the New Development Agreement with Senior Lifestyle and the Owner agrees that upon the Village entering into the New Development Agreement the Owner shall be released from that portion of the Required Public and Private Improvements within the Prairie Ridge Senior Campus Development as are described in **Exhibits D and E**, but that the Owner is not being released from any other required Public and Private Improvements that are described in the Original Development Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Owner and Bank agree that the Village may enter into the New Development Agreement with Senior Lifestyle and that the New Development Agreement does not release the Owner from its obligations under the Original Development Agreement, except for those Required Public and Private Improvements obligations specifically assumed by Senior Lifestyle in the New Development Agreement.

2. The Village agrees that upon the full execution of the New Development Agreement the Owner shall be released from that portion of the Required Public and Private Improvements within Prairie Ridge Senior Campus Development which are described in the New Development Agreement as the responsibility of Senior Lifestyle, and as are described on **Exhibits D and E** attached hereto.

3. As a part of the transaction in which the New Development Agreement is being entered into, the Village has agreed to reduce the Letter of Credit to be provided by the Owner for the property described in Original Development Agreement, except for the Addison Property to the sum of \$716,977.66. Attached hereto as Exhibit F and incorporated herein by reference is a cost breakdown analysis for the remaining Public and Private Improvements which remain a responsibility of the Owner, together with the computation of the amount of the Letter of Credit to be provided by the Owner to the Village, once the New Development Agreement has been executed by all parties. The New Letter of Credit shall be in the form required in the Original Development Agreement and shall be provided to the Village to guarantee and secure the full obligations of the Developer under the Original Development Agreement, including without limitation, to construct all Required Public Improvements and Required Private Improvements,

until they are completed, inspected, and as applicable, dedicated to the Village, all in accordance with the terms and provisions with the Original Development Agreement.

4. The sum of \$86,504.32 is currently being held by the Village for completion of the Required Public Improvements under the Original Development Agreement. Said amount was deposited with the Village by VK Arbor LLC and the Owner has represented and warranted to the Village that the Owner has been assigned the rights to said deposit amount and has the legal right to transfer said deposit amount. The Owner has requested that said deposit amount be transferred to Senior Lifestyle as part of the New Development Agreement, which the Village has agreed to do; subject, however, to the Owner providing the Village with proof, acceptable to the Village, that the Owner is the rightful owner of said deposit amount and has the right to assign the deposit amount. The Owner further agrees to indemnify and hold harmless the Village from and against any and all claims, liability, loss, damage, attorneys fees, cost or expense if VK Arbor LLC or any third party makes a claim to said deposit amount.

5. Except as specifically provided herein, all terms and provisions of the Original Development Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Owner and the Village have caused this Consent to be signed and dated as of this \_\_\_ day of October, 2014.

**FWQCM LLC**

By:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of October, 2014, the above-named \_\_\_\_\_, known to be \_\_\_\_\_ of FWQCM LLC and acknowledged that he or she executed the foregoing instrument as such officer and on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**CONSENT OF BANK**

The Bank, while not a party to the Development Agreement, hereby consents to the terms set forth above and agrees this Consent shall not reduce or affect Bank's obligations under the Letter of Credit, except as expressly set forth above.

TRIUMPH COMMUNITY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**LIST OF EXHIBITS TO CONSENT TO THE DEVELOPMENT AGREEMENT  
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND SENIOR LIFESTYLE  
DEVELOPMENT COMPANY, LLC.**

- EXHIBIT A            Village Board Resolution # \_\_\_\_\_
- EXHIBIT B            The Addison Certified Survey Map/Legal Description
- EXHIBIT C            Conceptual Plan for VK Arbor Condominiums and the Associated  
Off-Site Public and Private Improvements Cost Estimate
- EXHIBIT D            The Cost Break-Down Analysis for The Addison of Pleasant  
Prairie
- EXHIBIT E            Construction Plans for The Addison of Pleasant Prairie Off-Site  
Pavement, Prairie and Utility Improvements Plans and  
Specifications
- EXHIBIT F            The Cost Break-Down Analysis for The National Bank
- EXHIBIT G            None
- EXHIBIT H            New Development Agreement

**CORRECTION INSTRUMENT PER  
SECTION 236.295, WIS. STATS.**

I, MARK WERTZ, a Registered Land Surveyor, being first duly sworn, hereby certify that:

1. This correction instrument is to correct or amend that certain Certified Survey Map No. 2064 recorded in the Office of the Register of Deeds for Kenosha County on September 21, 1998, as Document No. 1113315, a true and correct copy of which is attached as **Exhibit A** (the "CSM").
2. The CSM contained an error in the legal description and drawing of the parcel which omitted a parcel of property consisting of approximately 15,620 square feet, which is more particularly described on the attached **Exhibit B** (the "Gap Parcel"), which was intended to be included as part of Parcel 1 of the CSM, and the omission of which created an unintended gap between Parcel 1 of the CSM and Lot 2 of CSM 2458.
3. The legal description and drawing contained in the CSM are hereby corrected and replaced with the legal description and drawing in the revised CSM attached as **Exhibit C**.
4. The owner of the Gap Parcel and the owner of Parcel 1 of the CSM, as well as the mortgagee of record for Parcel 1 of the CSM, hereby join in this Correction Instrument to acknowledge their agreement and consent with the correction as referred to above.

Dated this 25 day of August, 2014.

SURVEYOR:

LAND INFORMATION SERVICES, INC.

By: Mark L. Wertz  
Mark, L. Wertz, RLS No. S-1915

STATE OF WISCONSIN    )  
  ) ss  
COUNTY OF Milwaukee )

Personally came before me this 25 day of day of August, 2014, the above named Mark L. Wertz, known to me to be the person who executed the foregoing instrument and acknowledged the same.

Marolyn A. Wertz  
Notary Public  
My Commission: 06-20-2018











**EXHIBIT A**  
**CERTIFIED SURVEY MAP NO. 2064**  
**(AS ORIGINALLY RECORDED)**

# 1113315

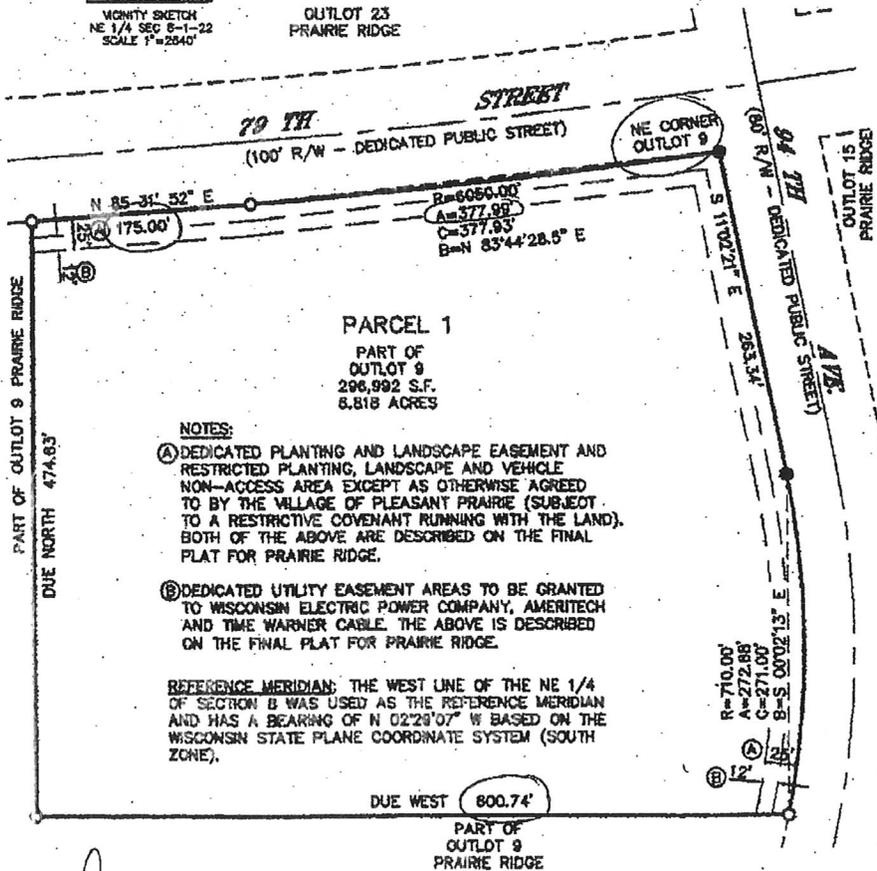
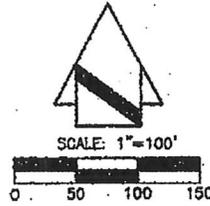
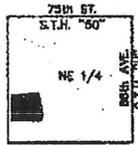
**CERTIFIED SURVEY MAP NO. 2064**

Being a redivision of part of Outlot 9 of Prairie Ridge,  
a recorded subdivision in Section 8 and being a part of the  
SW 1/4 of the NE 1/4 of Section 8, Town 1 North, Range 22 East,  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**LEGEND:**

o Iron pipe 24" x 1" dia. (placed)  
1.13 + lbs per lin. ft.

● Iron pipe 30" x 2" dia.  
3.15 + lbs per lin. ft.



**PARCEL 1**  
PART OF  
OUTLOT 9  
296,992 S.F.  
6.818 ACRES

**NOTES:**

- Ⓐ DEDICATED PLANTING AND LANDSCAPE EASEMENT AND RESTRICTED PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA EXCEPT AS OTHERWISE AGREED TO BY THE VILLAGE OF PLEASANT PRAIRIE (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). BOTH OF THE ABOVE ARE DESCRIBED ON THE FINAL PLAT FOR PRAIRIE RIDGE.
- Ⓑ DEDICATED UTILITY EASEMENT AREAS TO BE GRANTED TO WISCONSIN ELECTRIC POWER COMPANY, AMERITECH AND TIME WARNER CABLE THE ABOVE IS DESCRIBED ON THE FINAL PLAT FOR PRAIRIE RIDGE.

**REFERENCE MERIDIAN:** THE WEST LINE OF THE NE 1/4 OF SECTION 8 WAS USED AS THE REFERENCE MERIDIAN AND HAS A BEARING OF N 02°29'07" W BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE).

*David W. Hein*  
DAVID W. HEIN - WIS. REG. NO. S-934  
DATED THIS 12TH DAY OF AUGUST, 1998  
INSTRUMENT DRAFTED BY DAVID W. HEIN

OWNER: V.K. DEVELOPMENT CORPORATION  
P.S. KENOSHA 112

**CERTIFIED SURVEY MAP NO. 2064** Page 2 of 4

Being a redivision of part of Outlot 9 of Prairie Ridge,  
a recorded subdivision in Section 8 and being a part of the  
SW 1/4 of the NE 1/4 of Section 8, Town 1 North, Range 22 East,  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**SURVEYOR'S CERTIFICATE:**

I, David W. Hein, registered land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

Being a redivision of part of Outlot 9 of Prairie Ridge, a recorded subdivision in Section 8 and being a part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 8, Town 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, Beginning at the northeast corner of said Outlot 9; thence South 11°02'21" East along the west right-of-way line of 94th Avenue, 263.34 feet; thence Southeasterly 272.68 feet along said west right-of-way line and along the arc of a curve of radius 710.00 feet, center lies to the west, chord of said arc bears South 00°02'13" East 271.00 feet; thence Due West 600.74 feet; thence Due North 474.63 feet to the south right-of-way line of 79th Street; thence North 85°31'52" East along said south right-of-way line 175.00 feet; thence northeasterly 377.99 feet along said South right-of-way line and along the arc of a curve of radius 6050.00 feet, center lies to the north, chord of said arc bears North 83°44'28.5" East 377.93 feet to the place of beginning. Containing 296,992 square feet (6.818 acres) of land.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Village of Pleasant Prairie in surveying, dividing and mapping the same.

*David W. Hein*  
DAVID W. HEIN - Wis. Reg. No. S-934



STATE OF WISCONSIN) ss  
COUNTY OF WAUKESHA)

The above certificate subscribed and sworn to me this 17TH day of AUGUST, 1998.

My commission expires August 26, 2001.

*Mary K. Cooney*  
MARY K. COONEY - NOTARY PUBLIC

OWNER: V.K. DEVELOPMENT CORPORATION

Instrument drafted by David W. Hein

P.S. Kenosha 112

**CERTIFIED SURVEY MAP NO. 2064** Page 3 of 4  
Being a redivision of part of Outlot 9 of Prairie Ridge,  
a recorded subdivision in Section 8 and being a part of the  
SW 1/4 of the NE 1/4 of Section 8, Town 1 North, Range 22 East,  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**CORPORATE OWNER'S CERTIFICATE:**

V.K. DEVELOPMENT CORPORATION, a Wisconsin Corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this map.

IN WITNESS WHEREOF, the said V.K. DEVELOPMENT CORPORATION has caused these presents to be signed by VINCENT KUTTEMPEEROO, President, and SANJAY KUTTEMPEEROO, Secretary, and its Corporate Seal to be hereunto affixed this 16<sup>th</sup> day of September, 1998.



V.K. DEVELOPMENT CORPORATION  
Vincent Kuttempeeroo  
VINCENT KUTTEMPEEROO - PRESIDENT  
Sanjay Kuttempeeroo  
SANJAY KUTTEMPEEROO - SECRETARY

STATE OF WISCONSIN) ss  
COUNTY OF WAUKESHA)

Personally came before me this 16<sup>th</sup> day of September, 1998, the above named VINCENT KUTTEMPEEROO and SANJAY KUTTEMPEEROO, to me known to be the President and Secretary of V.K. DEVELOPMENT CORPORATION, and the persons who executed the foregoing instrument and acknowledged the same.

My commission expires May 5, 2002

Michelle McDonald  
NOTARY PUBLIC - Michelle McDonald

**CONSENT OF CORPORATE MORTGAGEE:**

BANK ONE, WISCONSIN, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to and hereby subordinates its interests, which it has acquired through a Mortgage, Security Agreement and Fixture Financing Statement between V.K. DEVELOPMENT CORPORATION and BANK ONE, WISCONSIN, to the surveying, dividing, mapping and dedication of the land described on this map and does hereby consent to the above certificate of V.K. DEVELOPMENT CORPORATION.

BANK ONE, WISCONSIN  
Vincent G. Laughlin  
VINCENT G. LAUGHLIN, Vice President  
Terry G. Eckmann  
Terry G. Eckmann, Vice Pres

STATE OF WISCONSIN) ss  
COUNTY OF MILWAUKEE)

Personally came before me this 17 day of September, 1998, the above named Vincent G. Laughlin and Terry G. Eckmann, to me known to be the persons who executed the foregoing instrument and to me known to be such Vincent G. Laughlin and Terry G. Eckmann and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

My commission expires 2-10-02

Leanne Blew  
NOTARY PUBLIC

David W. Hein  
DAVID W. HEIN - Wis. Reg. No. S-934  
Dated this 17<sup>th</sup> day of AUGUST, 1998.



OWNER: V.K. DEVELOPMENT CORPORATION  
Instrument drafted by David W. Hein

**CERTIFIED SURVEY MAP NO. 2064** Page 4 of 4  
Being a redivision of part of Outlot 9 of Prairie Ridge,  
a recorded subdivision in Section 8 and being a part of the  
SW 1/4 of the NE 1/4 of Section 8, Town 1 North, Range 22 East,  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

VILLAGE PLAN COMMISSION APPROVAL:

Approved by the Village Plan Commission, Village of Pleasant Prairie, this 9th day of September, 1998.

Wayne E. Koessl  
WAYNE E. KOESSL - CHAIRMAN

VILLAGE BOARD APPROVAL:

Approved by the Village Board, Village of Pleasant Prairie, this 9th day of September, 1998.

John P. Steinbrink  
JOHN P. STEINBRINK - PRESIDENT  
Jane M. Romanowski  
JANE M. ROMANOWSKI - CLERK



David W. Hein  
DAVID W. HEIN - Wis. Reg. No. S-934  
Dated this 17th day of AUGUST, 1998

DOCUMENT NUMBER  
1113315

CERTIFIED SURVEY MAP  
RECORDED  
at Kenosha County, Kenosha, WI 53140  
Louise I Principe, Register of Deeds  
on 9/21/1998 at 8:42 AM  
S20049083 \$16.00  
S2NF REGDEED2  
P.S. Kenosha 112

OWNER: V.K. DEVELOPMENT CORPORATION  
Instrument drafted by David W. Hein

**EXHIBIT B**  
**DESCRIPTION OF GAP PARCEL**

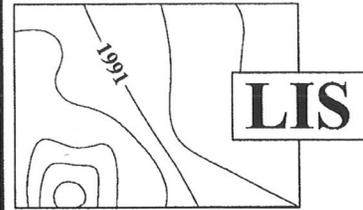
# EXHIBIT "B"

## GAP DESCRIPTION

PART OF OUTLOT 9, PRAIRIE RIDGE, ALL PART OF THE SOUTHEAST 1/4, SOUTHWEST 1/4, NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, CERTIFIED SURVEY MAP NO. 2458; THENCE N85°31'52"E 33.11 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2064; THENCE DUE SOUTH ALONG THE WEST LINE OF SAID PARCEL 1, 474.63 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE DUE WEST 33.00 FEET TO THE EAST LINE OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458; THENCE DUE NORTH ALONG THE EAST LINE OF SAID LOT 2, 472.05 FEET TO THE PLACE OF BEGINNING.

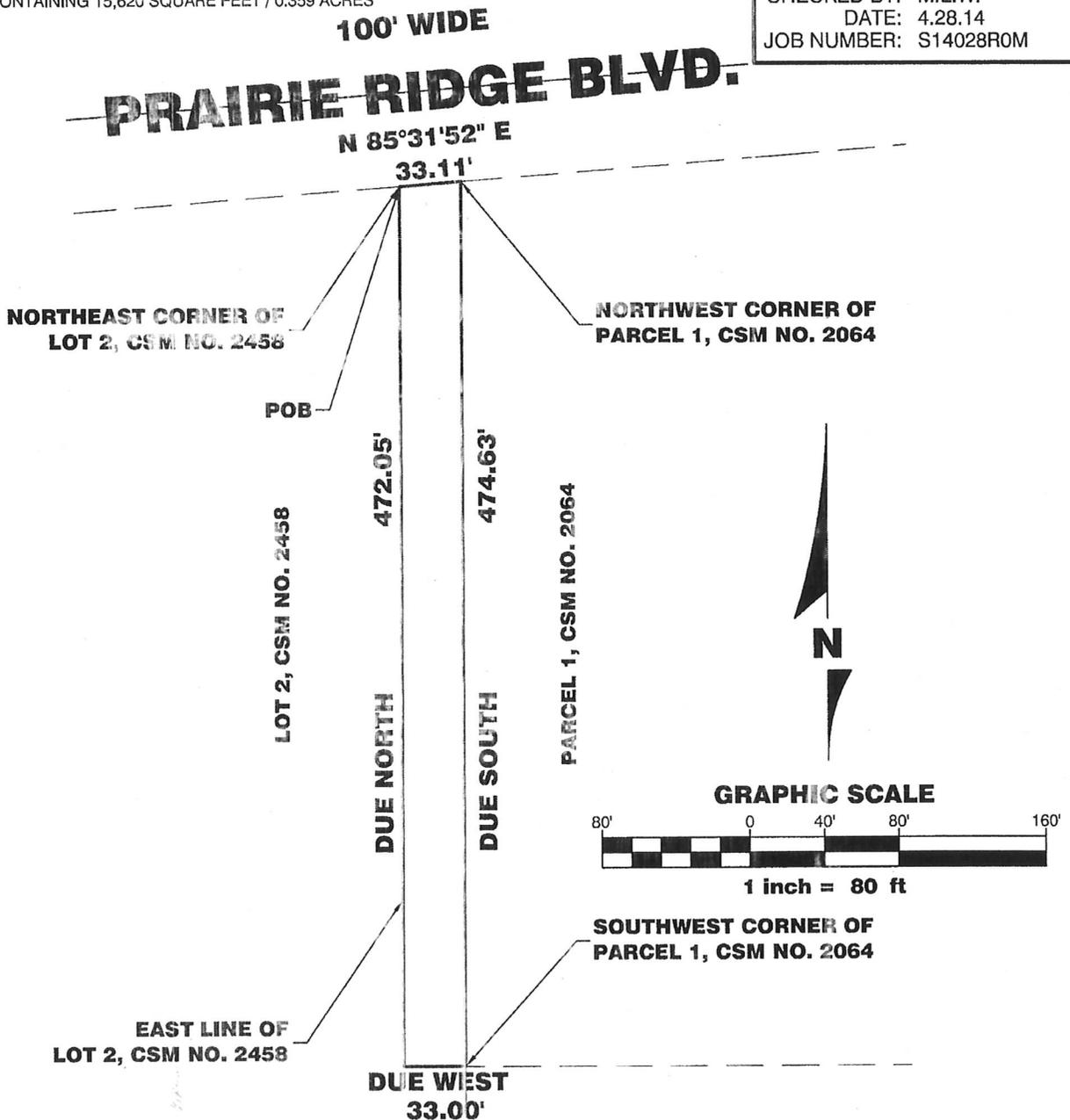
CONTAINING 15,620 SQUARE FEET / 0.359 ACRES



LAND INFORMATION SERVICES, INC.  
ENGINEERS, SURVEYORS & CONSULTANTS

9110 W. STICKNEY AVENUE  
WAUWATOSA, WI 53226  
T 262.512.9000  
www.lisinc.net

DRAWN BY: M.D.N.  
CHECKED BY: M.L.W.  
DATE: 4.28.14  
JOB NUMBER: S14028R0M

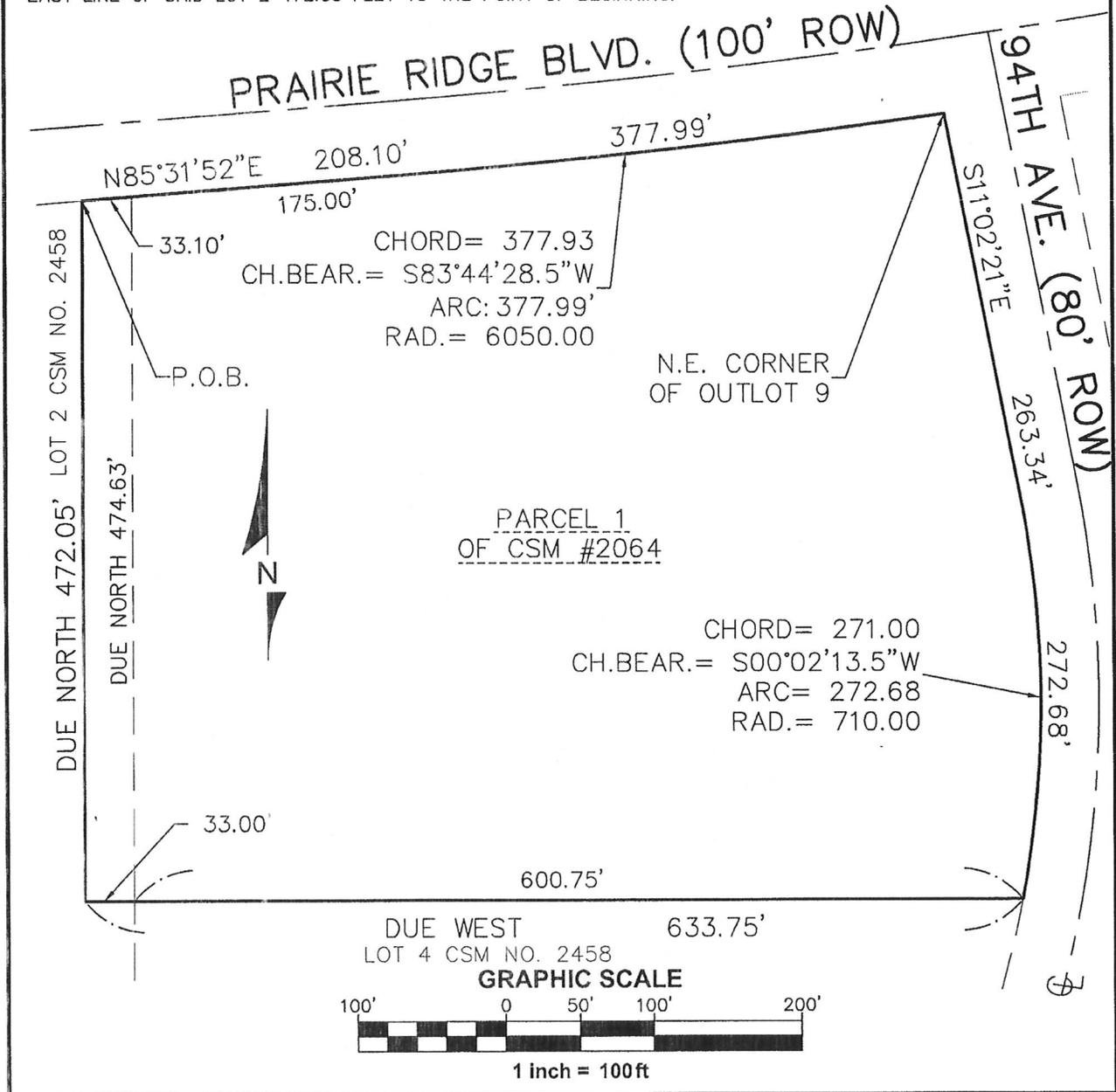


**EXHIBIT C**  
**CERTIFIED SURVEY MAP NO. 2064**  
**(AS CORRECTED BY THIS CORRECTION INSTRUMENT)**

EXHIBIT "C"  
SITE MAP

ALL OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2064 AND PART OF OUTLOT 9, PRAIRIE RIDGE, BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, CERTIFIED SURVEY MAP NO. 2458, THENCE N85°31'52"E ALONG THE SOUTH LINE OF PRAIRIE RIDGE BOULEVARD 208.10 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC OF A CURVE AND THE SOUTH LINE OF SAID BOULEVARD, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 6050.00 FEET, WHOSE CHORD BEARS N83°44'28.5"E 377.93 FEET, A DISTANCE OF 377.99 FEET TO A POINT ON THE WEST LINE OF 94TH AVENUE; THENCE S11°02'21"E ALONG THE WEST LINE OF SAID AVENUE 263.34 TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF A CURVE AND THE WEST LINE OF SAID AVENUE, WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 710.00 FEET, WHOSE CHORD BEARS S00°02'13.5"W 271.00 FEET, A DISTANCE OF 272.68 FEET TO THE SOUTHEAST CORNER OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2064; THENCE DUE WEST ALONG THE SOUTH LINE OF SAID PARCEL 1 633.75 FEET TO A POINT ON THE EAST LINE OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458; THENCE DUE NORTH ALONG THE EAST LINE OF SAID LOT 2 472.05 FEET TO THE POINT OF BEGINNING.





Filed 8/8 2014
Fee Paid 20
PC Meeting Date 20
VB Meeting Date 20
Approved 20
Denied 20

VILLAGE OF PLEASANT PRAIRIE
CERTIFIED SURVEY MAP APPLICATION

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

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

It is petitioned that the following described property be subdivided with a Certified Survey Map (CSM)

The property petitioned to be subdivided is located at: 9651 Prairie Ridge Blvd.

and is legally described as follows: Lot 2, Certified Survey Map 2458

Tax Parcel Number(s): 91-4-122-082-0412

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

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

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

PROPERTY OWNER:

Print Name: FWOCM LLC / John McNamara

Signature: [Signature]

Address: 175 N. Patrick Blvd., Suite 135

(City) Brookfield, (State) WI (Zip) 53045

Phone: (847) 931-3676

Fax:

Date 08-06-2014

OWNER'S AGENT:

Print Name: Nielsen Madsen & Barber / Mark D. Eberle

Signature: [Signature]

Address: 1458 Horizon Blvd., Suite 200

Racine, WI 53406 (City) (State) (Zip)

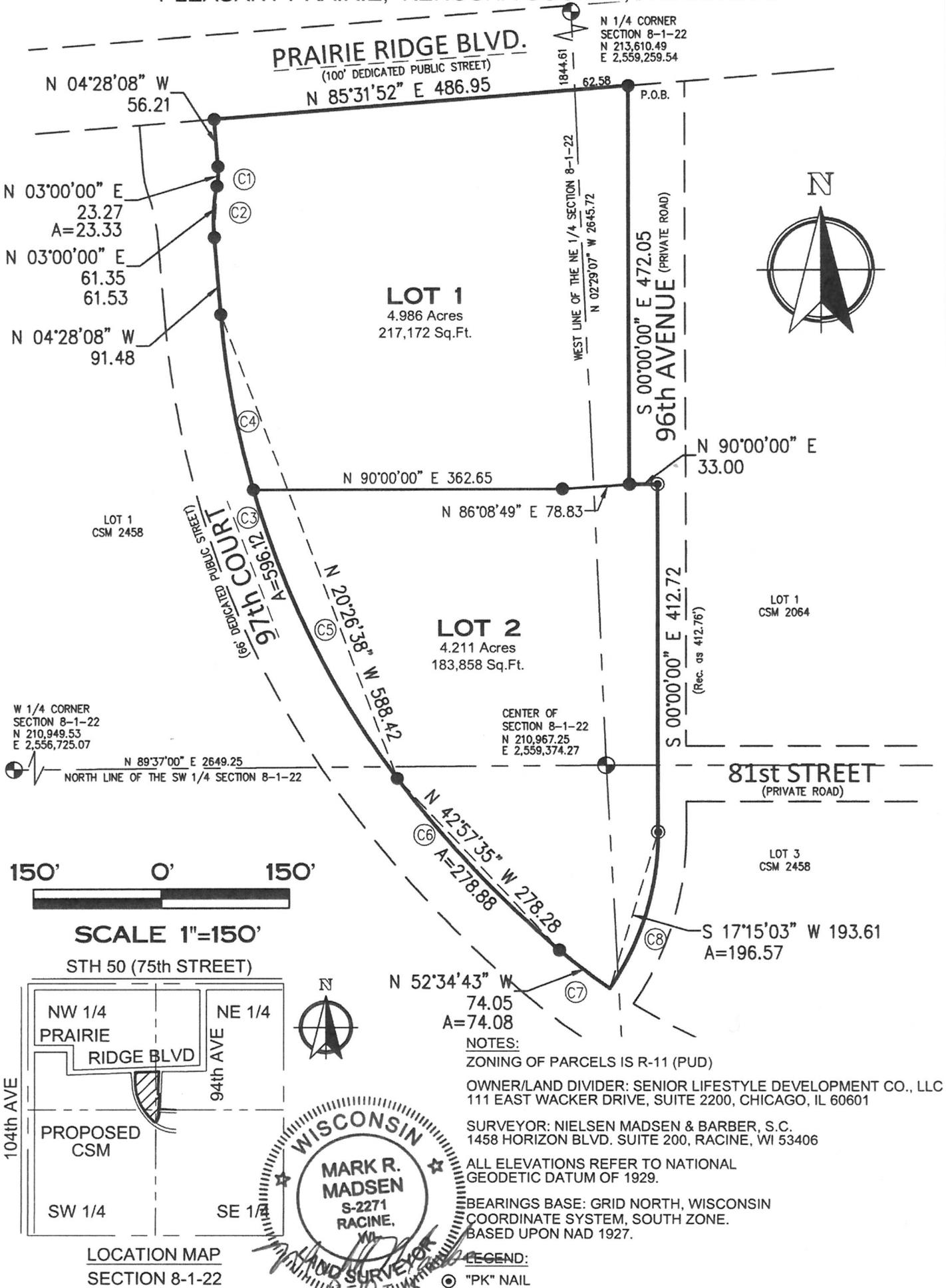
Phone: (262) 634-5588

Fax:

Date: July 21, 2014

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458  
 IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4  
 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF  
 PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



Date: September 10, 2014  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2013.0027.06

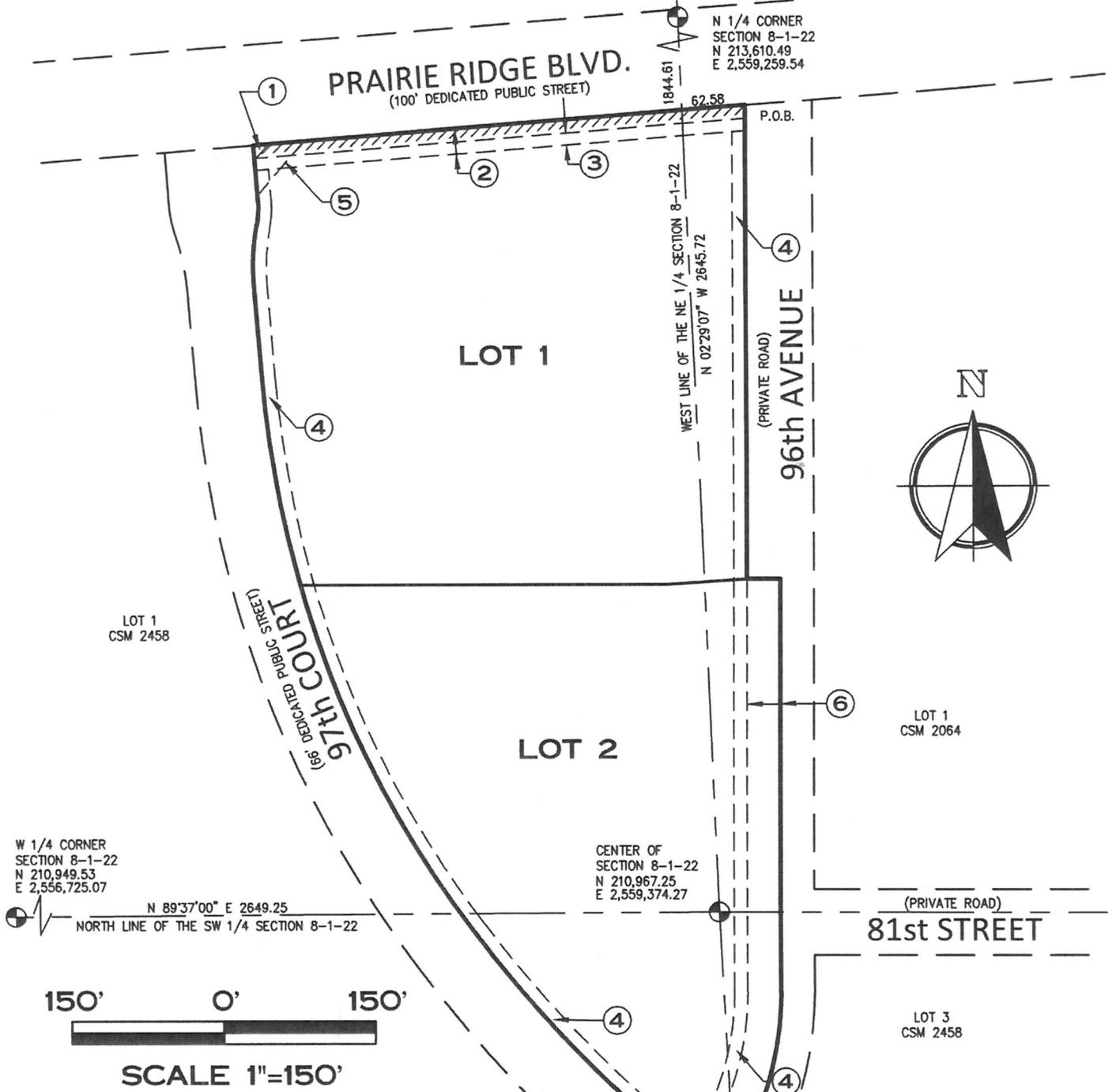
**NOTES:**  
 ZONING OF PARCELS IS R-11 (PUD)  
 OWNER/LAND DIVIDER: SENIOR LIFESTYLE DEVELOPMENT CO., LLC  
 111 EAST WACKER DRIVE, SUITE 2200, CHICAGO, IL 60601  
 SURVEYOR: NIELSEN MADSEN & BARBER, S.C.  
 1458 HORIZON BLVD. SUITE 200, RACINE, WI 53406  
 ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.  
 BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.  
 BASED UPON NAD 1927.

**LEGEND:**  
 ● "PK" NAIL  
 ○ 1" O.D. IRON PIPE FOUND  
 ● 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET  
 ⊕ 6" CONC. MON. W / BRASS CAP FOUND

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458  
 IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4  
 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF  
 PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## EASEMENTS AND RESTRICTIONS PREVIOUSLY RECORDED ON CSM 2458 AND PRAIRIE RIDGE



- ① 15'x15' V.T.E DEDICATED VISION TRIANGLE EASEMENT PER VILLAGE ORDINANCE (ILLUST. #2, SEC. 12-3-1). (PER C.S.M. NO. 2458)
  - ② 25' WIDE DEDICATED PLANTING AND LANDSCAPE EASEMENT AND RESTRICTED PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA, EXCEPT AS OTHERWISE AGREED TO BY THE VILLAGE OF PLEASANT PRAIRIE. (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). (PER PLAT OF PRAIRIE RIDGE)
  - ③ DEDICATED UTILITY EASEMENT AREAS GRANTED TO WISCONSIN ELECTRIC POWER COMPANY, AMERITECH AND TIME WARNER CABLE. (PER C.S.M. NO. 2458)
  - ④ 13' WIDE DEDICATED GAS MAIN AND UTILITY EASEMENT AREAS GRANTED TO WE-ENERGIES, SBC & TIME WARNER CABLE. (PER C.S.M. NO. 2458)
  - ⑤ 50'x50' DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT. (PER C.S.M. NO. 2458)
  - ⑥ 33' PRIVATE ROADWAY, SEWER, WATER AND STORM SEWER ACCESS AND MAINTENANCE EASEMENT. (PER C.S.M. NO. 2458)
- INDICATES NO DIRECT ACCESS PERMITTED TO ADJACENT ROADWAYS PURSUANT TO VILLAGE OF PLEASANT PRAIRIE REQUIREMENTS. (PER PLAT OF PRAIRIE RIDGE)

WISCONSIN  
 MARK R. MADSEN  
 S-2271  
 RACINE, WI  
 LAND SURVEYOR  
*Mark R. Madsen*  
 9-10-14

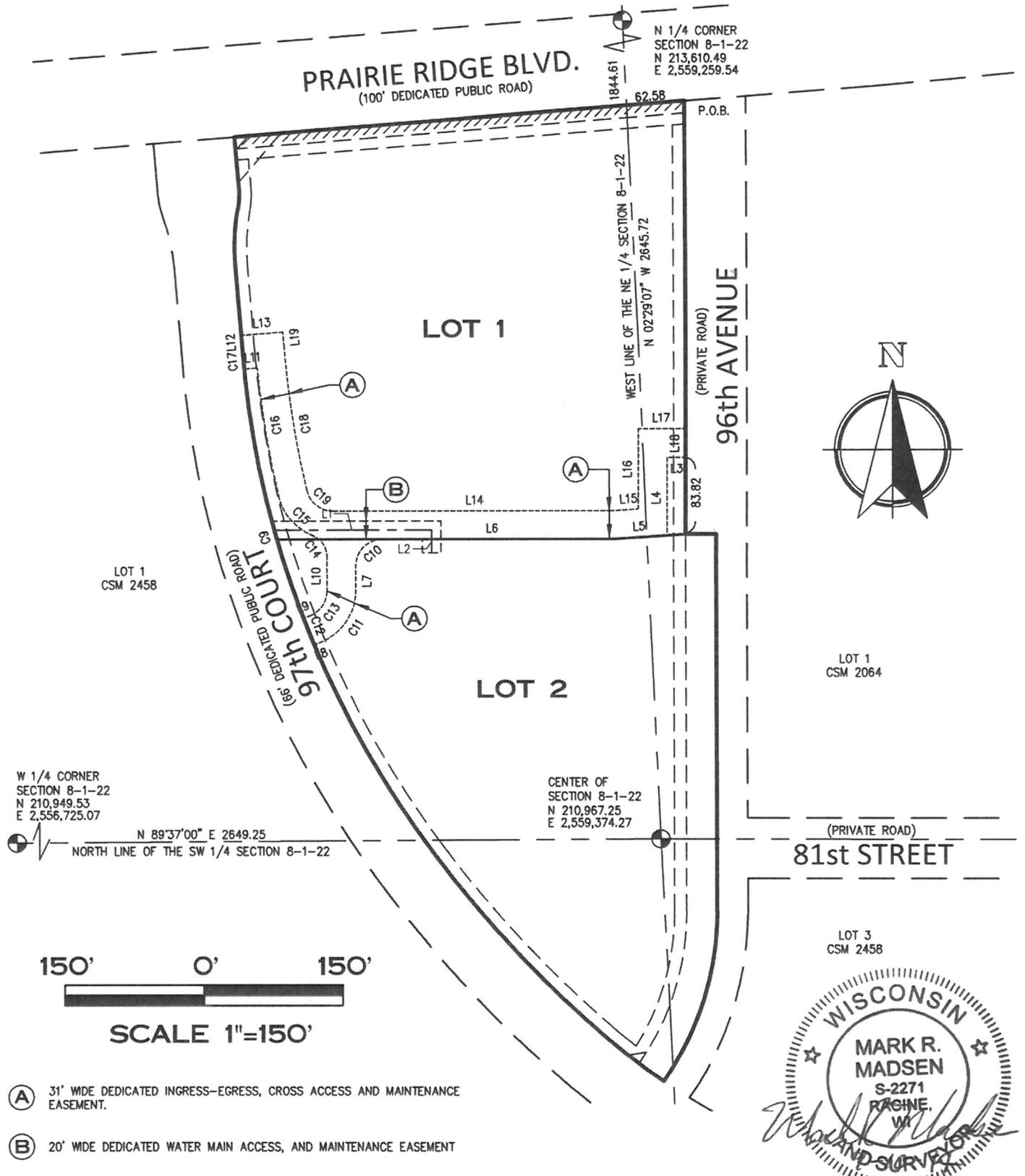
Date: September 10, 2014  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2013.0027.06

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458  
 IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4  
 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF  
 PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## NEW EASEMENT DEDICATIONS 31' WIDE DEDICATED INGRESS-EGRESS CROSS ACCESS AND MAINTENANCE EASEMENT

## 20' WIDE DEDICATED WATER MAIN, ACCESS AND MAINTENANCE EASEMENT



Date: September 10, 2014  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2013.0027.06

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458  
IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4  
OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Boundary Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C1	14°55'58"	89.50	23.33	11.73	N3° 00' 14"E	23.26	N10°28'13"E N4°27'45"W
C2	14°56'12"	236.00	61.52	30.94	S2° 59' 59"W	61.35	S10°28'05"W S4°28'07"E
C3	31°57'04"	1069.00	596.13	306.04	S20° 26' 49"E	588.44	N4°28'17"W S36°25'21"E
C4	10°46'12"	1069.00	200.94	100.77	S9° 51' 23"E	200.64	
C5	21°10'53"	1069.00	395.19	199.88	S25° 49' 55"E	392.95	
C6	13°04'51"	1221.50	278.88	140.05	S42° 57' 36"E	278.27	N36°25'10"W S49°30'02"E
C7	6°12'47"	683.22	74.09	37.08	S52° 34' 45"E	74.05	N49°28'22"W S55°41'08"E
C8	34°30'06"	326.43	196.57	101.36	N17° 15' 03"E	193.61	S34°30'06"W N0°00'00"E

Ingress-Egress and Water Main Easement Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C9	0°33'24"	1069.00	10.38	5.19	S15° 37' 53"E	10.38	N15°21'11"W S15°54'35"E
C10	90°00'00"	29.50	46.34	29.50	N45° 00' 00"E	41.72	S0°00'00"W N90°00'00"E
C11	68°28'15"	60.41	72.19	41.11	N34° 14' 08"E	67.97	S68°28'15"W N0°00'00"E
C12	1°39'42"	1069.00	31.00	15.50	S21° 31' 53"E	31.00	N20°42'02"W S22°21'44"E
C13	68°28'15"	29.41	35.15	20.01	N34° 14' 08"E	33.09	S68°28'15"W N0°00'00"E
C14	67°50'28"	25.50	30.19	17.15	N33° 55' 14"W	28.46	S0°00'00"W N67°50'28"W
C15	54°26'20"	60.50	57.48	31.12	S40° 37' 18"E	55.35	N13°24'08"W S67°50'28"E
C16	7°44'08"	1055.00	142.43	71.33	S9° 32' 04"E	142.33	S5°40'00"E S13°24'08"E
C17	1°10'47"	1069.00	22.01	11.01	S5° 03' 40"E	22.01	N4°28'17"W S5°39'04"E
C18	8°55'54"	1024.00	159.63	79.98	S8° 56' 14"E	159.46	N4°28'17"W S13°24'11"E
C19	76°35'49"	29.50	39.44	23.30	S51° 42' 05"E	36.57	N13°24'11"W N90°00'00"E

Ingress-Egress and Water Main Easement Line Table					
Line #	Length	Direction	Line #	Length	Direction
L1	170.10	N90° 00' 00"E	L10	37.65	N0° 00' 00"E
L2	25.00	S0° 00' 00"W	L11	14.00	S85° 31' 52"W
L3	20.01	N90° 00' 00"E	L12	14.99	N4° 28' 08"W
L4	85.16	S0° 00' 00"W	L13	45.00	S85° 31' 52"W
L5	58.77	S86° 08' 49"W	L14	300.40	N90° 00' 00"E
L6	247.88	S90° 00' 00"W	L15	28.74	N86° 08' 49"E
L7	27.28	S0° 00' 00"W	L16	87.19	N0° 00' 00"E
L8	7.50	S68° 28' 15"W	L17	51.01	N90° 00' 00"E
L9	7.50	N68° 28' 15"E	L18	31.00	N0° 00' 00"E
			L19	14.99	N4° 28' 08"W



Mark R. Madsen

9-10-14

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

**BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458  
IN THE NORTHWEST 1/4 , NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4  
OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

**DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY  
RECORDED ON CSM 2458 AND PRAIRIE RIDGE  
(EASEMENT TEXT MODIFIED VIA THIS CSM)**

**15' X 15' DEDICATED VISION TRIANGLE EASEMENT  
(EASEMENT 1 - PREVIOUSLY DEDICATED ON CSM 2458 AND PRAIRIE RIDGE)**

Nonexclusive easements coextensive with the areas shown as a 15'x15' Dedicated Vision Triangle Easement on Lots 1 and 2 of this CSM have been dedicated, given, granted and conveyed by VK Arbor LLC to the Village of Pleasant Prairie ("the Village") to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x15' Dedicated Vision Triangle Easement area between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

**25' DEDICATED PLANTING AND LANDSCAPE EASEMENT  
(EASEMENT 2 - PREVIOUSLY DEDICATED ON CSM 2458 AND PRAIRIE RIDGE)**

Nonexclusive easements coextensive with the areas shown on Lot 1 of this CSM as a 25' Wide Dedicated Planting and Landscape Easement and Restricted Planting, Landscape and Vehicle Non-access Area were dedicated, given, granted and conveyed by V.K. Development Corporation to the Owner of Lot 1 of this CSM and the Village for the purposes of grading, planting and installing trees, shrubs and other landscape elements and all related ingress and egress, replacement and maintenance activities. In the event of any conflict between the rights of the Owner(s) and the rights of the Village with respect to the 25' Wide Dedicated Planting and Landscape Easement and Restricted Planting, Landscape and Vehicle Non-access Area, the Village's rights under these easements shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements. The Owner of Lot 1 of this CSM shall be responsible for all costs associated with grading, planting and installing trees, shrubs and other landscape elements and all related replacement and maintenance activities within these nonexclusive easement areas in accordance with the master landscaping plan approved by the Village.



*Mark R. Madsen*  
9-10-14

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

**BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458  
IN THE NORTHWEST 1/4 , NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4  
OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

**DEDICATION AND EASEMENT PROVISIONS  
PREVIOUSLY RECORDED ON CSM 2458 AND PRAIRIE  
RIDGE (EASEMENT TEXT MODIFIED VIA THIS CSM)**

**DEDICATED UTILITY EASEMENT AREAS  
(EASEMENT 3 - PREVIOUSLY DEDICATED ON CSM 2458 AND PRAIRIE RIDGE )**

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

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



**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458  
IN THE NORTHWEST 1/4 , NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4  
OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**DEDICATION AND EASEMENT PROVISIONS  
PREVIOUSLY RECORDED ON CSM 2458 AND PRAIRIE  
RIDGE (EASEMENT TEXT MODIFIED VIA THIS CSM)**

**13' WIDE DEDICATED GAS MAIN AND UTILITY EASEMENT AREAS  
(EASEMENT 4 - PREVIOUSLY DEDICATED ON CSM 2458)**

Nonexclusive easements coextensive with the areas shown on Lots 1 and 2 of this CSM as 13' Wide Dedicated Gas Main and Utility Easement Areas have been dedicated, given, granted and conveyed by VK Arbor LLC to Wisconsin Electric Power Company, AT&T and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots (or portions thereof) as shown on this CSM and for any related ingress and egress. This easement shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required which may be interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more that four (4) inches of final grade without the written approval of the Utility and Communications Grantees. Upon the installation of the utilities, the Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

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



9-10-14

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458  
IN THE NORTHWEST 1/4 , NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4  
OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**DEDICATION AND EASEMENT PROVISIONS  
PREVIOUSLY RECORDED ON CSM 2458  
(EASEMENT TEXT MODIFIED VIA THIS CSM)**

**50' x 50' DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT  
(EASEMENT 5 - PREVIOUSLY RECORDED ON CSM 2458)**

Nonexclusive easements coextensive with the area shown as a 50' X 50' Dedicated Monument Sign Access and Maintenance Easement on Lot 1 of this CSM has been dedicated, given, granted and conveyed by V.K. Development Corporation to the Owner(s) of Lots 1 and 2 of this CSM and Lot 3 and 4 of CSM 2458 for the purposes of placing, constructing, installing, repairing, replacing and maintaining monument signage benefiting the businesses on the aforementioned lots; and for all ingress, egress, planting, installing, replacing and maintaining related landscape elements. This Dedicated Monument Sign, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Lot Owner(s) as will not interfere with the improvements, uses and purposes of the Lot Owner(s) and the Village as it relates to the easement. In the event of any conflict between the rights of the Lot Owner(s), the rights of the Village and the rights of other entities with respect to the Dedicated Monument Sign, Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Lot Owner(s) shall be responsible for the cost of construction, maintenance, repair and replacement of the monument signs and the cost of the associated electrical services and landscaping maintenance within the easement area. The easement rights include the perpetual right of the aforementioned Owner(s) to enter upon Lot 1 of this CSM within the Dedicated Monument Sign, Access and Maintenance Easement area at any time that it may see fit, to use, maintain, repair, alter or reconstruct the monument signs and related improvements.



9-10-14

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458  
IN THE NORTHWEST 1/4 , NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4  
OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**DEDICATION AND EASEMENT PROVISIONS  
PREVIOUSLY RECORDED ON CSM 2458 AND PRAIRIE  
RIDGE (EASEMENT TEXT MODIFIED VIA THIS CSM)**

**33' WIDE PRIVATE ROADWAY, SEWER, WATER AND STORM SEWER ACCESS AND MAINTENANCE  
EASEMENT**

**(EASEMENT 6 - PREVIOUSLY DEDICATED ON CSM 2458)**

A nonexclusive easement coextensive with the area shown as a 33' Wide Private Roadway, Sewer, Water, Storm Sewer, Access and Maintenance Easement on Lot 2 of this CSM has been dedicated, given, granted and conveyed by VK Arbor LLC to the Village for the construction, installation, repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs and lights, sanitary sewer system improvements, water systems improvements, storm sewer and drainage system improvements, utility and communication facilities, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such easements are subject to the following: (1) a nonexclusive easement coextensive with the area of each such private street, hereby retained by the developer for the construction, installation, repair, alteration, replacement, planting and maintenance of such private street improvements pursuant to the development agreement as of January 17, 2005 (subject to the rights of the Village to perform the same functions) and (2) a nonexclusive easement hereby reserved by the Owner(s) of the Lots which are adjacent to each such dedicated private street for the planting and maintenance of grass, the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, if any, in the area between the roadway and the lots, and as will not interfere with the private improvements, uses and purposes of the Village in accordance with Village-approved plans, and all related ingress and egress (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions) and in the event of any conflict between the rights of the Village under its interest in the easement and the rights of the Lot Owner(s), pursuant to the easement retained herein, the rights of the Village shall be deemed superior.

The Lot Owner(s) shall be responsible for all costs associated with the initial construction, installation, repair, alteration, replacement, planting and maintenance of private street improvements and shall warrant those improvements including, without limitation, pavement, curbs and gutters, sidewalks, street signs and lights, sanitary sewer system improvements, water systems improvements, storm sewer and drainage system improvements, utility and communication facilities, street trees, and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the referenced development agreement.



*Mark R. Madsen*  
9-10-14

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458  
IN THE NORTHWEST 1/4 , NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4  
OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**NEW EASEMENT DEDICATIONS**

**31' WIDE DEDICATED INGRESS, EGRESS AND CROSS ACCESS EASEMENT (A)**

Nonexclusive easements coextensive with the area shown as a 31' Wide Dedicated Ingress, Egress and Cross Access Easement on Lots 1 and 2 of this CSM are hereby dedicated, given, granted and conveyed by the Owner to the Owner(s) of Lots 1 and 2 and the Village for vehicular and pedestrian ingress, egress and cross access purposes. In the event of any conflict between the rights of the Owner, the rights of the Village and the rights of the Lot Owner(s) or other entities with respect to the Dedicated 31' Wide Ingress, Egress and Cross Access Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owner(s) of Lots 1 and 2 shall be responsible for all costs associated with the construction, snow plowing and maintenance of the shared "private access drive(s)" and associated pavement and landscaping improvements.

**20' WIDE DEDICATED PRIVATE WATER MAIN, ACCESS AND MAINTENANCE EASEMENT (B)**

A nonexclusive easement coextensive with the area shown as a 20' Wide Dedicated Private Water Main, Access, and Maintenance Easement on Lots 1 and 2 of this CSM has been dedicated, given, granted and conveyed by the Owner to the Owner(s) of Lots 1 and 2 and the Village for private water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This 20' Wide Dedicated Private Water Main, Access and Maintenance Easement shall be exclusive, except for: (1) a Lot Owner's use related to planting, care, irrigation and maintenance of landscaped areas and a Lot Owner's use, maintenance, replacement and repair of any parking lot or driveway areas within the private water main easement area located on such Lot Owner's lot as will not interfere with the improvements, uses and purposes of the Village and (2) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof. In the event of any conflicts between the rights of the Lot Owner, the rights of the Village and the rights of the Lot Owner(s) or the entities with respect to this 20' Wide Dedicated Private Water Main, Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. The Village shall have the right, but not the obligation, to make any water main related repairs or alterations deemed necessary. Unless the Village exercises its rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement. Any costs that may be incurred by the Village in the repair, alteration, replacement or maintenance activities of said private water main improvements shall be invoiced as a special charge against Lots 1 and 2 of this CSM.



*Mark R. Madsen*  
9-10-14

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

**BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2458  
IN THE NORTHWEST 1/4 , NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4  
OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:

THAT I have prepared this Certified Survey Map at the direction of the OWNER / LAND DIVIDER; THAT the exterior boundaries are described as the Redivision of Lot 2, of Certified Survey Map No. 2458, being that part of the Northwest 1/4, the Northeast 1/4, the Southwest 1/4 and the Southeast 1/4 of Section 8 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Begin at the Northeast corner of said Lot 2 being the Northeast corner of Outlot 9 of Prairie Ridge, a recorded subdivision and a point on the West line of the West right-of-way of 96th Avenue (a private road); run thence S00°00'00"E 472.05 feet along said West line; thence N90°00'00"E 33.00 feet; thence S00°00'00"E 412.72 feet to a point on a curve of Southeasterly convexity whose radius is 326.43 feet and whose chord bears S17°15'03"W 193.61 feet; thence Southwesterly 196.57 feet along the arc of said curve to the Easterly right-of-way of 97th Court and a point on a curve of Southwesterly convexity whose radius is 683.22 feet and whose chord bears N52°34'43"W 74.05 feet; thence Northwesterly 74.08 feet along the arc of said curve and said Easterly line to the point of curvature of a curve of Southwesterly convexity whose radius is 1221.50 feet and whose chord bears N42°57'35"W 278.28 feet; thence Northwesterly 278.88 feet along the arc of said curve and said Easterly line to the point of curvature of a curve of Southwesterly convexity whose radius is 1069.00 feet and whose chord bears N20°26'38"W 588.42 feet; thence Northwesterly 596.12 feet along the arc of said curve and said Easterly line; thence N04°28'08"W 91.48 feet along said Easterly line to the point of curvature of a curve of Westerly convexity whose radius is 236.00 feet and whose chord bears N03°00'00"E 61.35 feet; thence Northerly 61.53 feet along the arc of said curve and said Easterly line; to the point of curvature of a curve of Westerly convexity whose radius is 89.50 feet and whose chord bears N03°00'00"E 23.27 feet; thence Northerly 23.33 feet along the arc of said curve and said Easterly line; thence N04°28'08"W 56.21 feet along said Easterly line to the South right-of-way of Prairie Ridge Boulevard; thence N85°31'52"E 486.95 feet along said South line to the point of beginning. Containing 9.207 acres.

THAT said Certified Survey Map is a correct representation of all of the exterior boundaries of the land surveyed and the division thereof made and I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

September 10, 2014.



Mark R. Madsen, S-2271  
Nielsen Madsen & Barber, S.C.  
1458 Horizon Blvd., Suite 200  
Racine, WI 53406  
(262) 634-5588



OWNER'S CERTIFICATE OF DEDICATION

Senior Lifestyle Development Company, LLC, as Owner does hereby certified that it caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

Senior Lifestyle Development Company, LLC

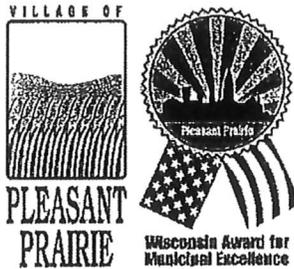
Signed: \_\_\_\_\_  
Print Name: Matthew K. Phillips, Executive Vice President

IN WITNESS WHEREOF, this \_\_\_\_ day of \_\_\_\_\_, 2014.

Witness: \_\_\_\_\_

Date: September 10, 2014  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2013.0027.06





Filed 8/8 2014 Published 20
Public Hearing 20
Fee Paid 20 Approved 20
Notices Mailed 20 Denied 20

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

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

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

It is petitioned that the following described property be rezoned from the present R-11 (UHO) District(s) to R-11 (PUD) District(s). The property petitioned to be rezoned is located at: 9651 Prairie Ridge Blvd. (address) and is legally described as follows: Lot 2, Certified Survey Map 2458

Tax Parcel Number(s): 91-4-122-082-0412

The proposed use for this property is: 2 Phase Senior Living Center

Petitioner's interest in the requested rezoning: Owner / Operator

Compatibility with adjacent land uses: Yes

I (We) are also requesting a Zoning Text Amendment to amend Section See Attached of the Village Zoning Ordinance.

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

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

PROPERTY OWNER:

Print Name: FWOCM, LLC / John McNamara

Signature: [Signature]

Address: 175 N. Patrick Blvd., Suite 135

Brookfield, WI 53045 (City) (State) (Zip)

Phone: (847) 931-3676

Fax:

Email: john.mcnamara@thenb.com

Date: 08-06-2014

OWNER'S AGENT:

Print Name: Nielsen Madsen & Barber / Mark D. Eberle

Signature: [Signature]

Address: 1458 Horizon Blvd, Suite 200

Racine, WI 53406 (City) (State) (Zip)

Phone: (262) 634-5588

Fax:

Email: meberle@nmbasc.net

Date: July 21, 2014

**ORD. # 14-29**

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

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

The properties are known as Lots 1 and 2 of CSM [REDACTED] and generally located at the southeast corner of 97<sup>th</sup> Court and Prairie Ridge Blvd. within U. S. Public Land Survey Section 8 Township 1 North, Range 22 East in the Village of Pleasant Prairie are hereby rezoned from the R-11, (UHO) Multi-Family Residential District with a UHO, Urban Landholding Overlay District into the R-11 (PUD), Multi-Family Residential District with a Planned Unit Development Overlay.

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

**Adopted this 6<sup>th</sup> day of October 2014.**

**VILLAGE BOARD OF TRUSTEES**

ATTEST:

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

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

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

29-Senior Lifestyle Project

**ORDINANCE # 14-30**

**ORDINANCE TO CREATE A PLANNED UNIT DEVELOPMENT  
PURSUANT TO CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE FOR  
THE ADDISON OF PLEASANT PRAIRIE  
IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that the following PUD Ordinance is hereby created for The Addison of Pleasant Prairie development pursuant to Chapter 420-137 of the Village Zoning Ordinance as follows:

**The Addison of Pleasant Prairie Planned Unit Development**

- a. It is the intent that The Addison of Pleasant Prairie, on the properties as legally described below, is in conformance with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan and the Village adopted Prairie Ridge Neighborhood Plan; that the development would not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural, building and site design, property management, landscaping, grading and drainage, lighting and general site development will result in an attractive and harmonious residential environment of sustained desirability and economic stability and will not adversely affect the property values of the surrounding neighborhood.
- b. **Legal Description:** The properties included are collectively known as Lots 1 and 2 of CSM \_\_\_\_\_ as recorded at the Kenosha County Register of Deeds Office on \_\_\_\_\_, 2014 as Document # \_\_\_\_\_, and located in U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village of Pleasant Prairie and is hereinafter referred to as the "DEVELOPMENT".
- c. Requirements within the DEVELOPMENT:
  - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations except as expressly modified in subsection (d) below.
  - (ii) The DEVELOPMENT shall be in compliance with the *Declaration of Covenants and Restrictions for Prairie Ridge Commercial Development*, as may be amended from time to time, as recorded at the Kenosha County Register of Deeds Office.
  - (iii) All public/private improvements for this DEVELOPMENT are required to be installed pursuant to the Assignment of Development Agreement for a portion of the Arbor Ridge Development Agreement. The Assignment was entered into between the Village and Senior LifeStyle Development Company, LLC as approved by the Village Board on September 15, 2014.
  - (iv) Lot 1 of the DEVELOPMENT, which includes a 96 living units that provides supportive care and assisted living services from trained employees to residents who require assistance with activities of daily living (ADLs) including management of medications, bathing, dressing, toileting, ambulating and eating and to residents who have Alzheimer's disease or other forms of dementia.
  - (v) Lot 1 of the DEVELOPMENT shall comply with Conditional Use Permit #14-05 as approved by the Plan Commission on September 8, 2014 and recorded at the Kenosha County Register of Deeds Office.

The Addison of Pleasant Prairie  
Planned Unit Development

- (vi) Lot 1 of the DEVELOPMENT shall comply with the Architectural and Civil Plans as approved by the Village Board on September 15, 2014 and as shown as **Exhibits 1 and 2**, respectively.
- (vii) This PUD shall be amended when detailed Development Plans are submitted for Lot 2 of the DEVELOPMENT. As shown on the Conceptual Plan, conditionally approved by the Village on December 9, 2013, Lot 2 is proposed to be developed as phase 2 with a 66 unit senior living units with 50 underground parking spaces.
- (viii) The DEVELOPMENT, including but not limited to, the building(s), accessory structure garbage enclosures, sign(s), fence(s), landscaping, parking lots, exterior site lighting, etc., and the DEVELOPMENT as a whole, shall be maintained both inside and outside in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. Maintenance shall be conducted on a regular basis both inside and outside of the buildings and site.
- (ix) The owner of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Village on September 8, 2014.
- (x) All buildings within the DEVELOPMENT shall comply with the fire suppression requirements of Chapter 180 of the Village Municipal Code.
- (xi) All buildings and site modifications (excluding general building and site maintenance) within the DEVELOPMENT shall be made in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.
- (xii) All buildings/structures and all exterior additions, remodeling or alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, outdoor furniture, etc. with the Prairie Ridge entire commercial area included within the Prairie Ridge Subdivision.
- (xiii) All exterior site building and landscaping maintenance shall be performed regularly by the owners or managers of the DEVELOPMENT.
- (xiv) No trucks [e.g. semi cab, semi-trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] parking allowed within the DEVELOPMENT.
- (xv) Temporary or permanent storage containers (some having brand names such as P.O.D.S, S.A.M.S., etc.) are not allowed within the DEVELOPMENT.
- (xvi) No flags, pennants, streamers, inflatable signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance.
- (xvii) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.

The Addison of Pleasant Prairie  
Planned Unit Development

- (xviii) The DEVELOPMENT shall not be used for any outside parking (neither overnight nor during the day) of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations.
  - (xix) In the event that public transportation to service the DEVELOPMENT is requested, it shall be the responsibility of the property owner to fund the cost of providing such public transportation to and from the DEVELOPMENT.
  - (xx) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.
  - (xxi) The DEVELOPMENT shall be operated and maintained in a uniform manner, and shall continue to comply with this PUD, which may be amended from time to time regardless of property ownership. If the DEVELOPMENT, or any portion of the DEVELOPMENT, is sold to another entity(s), the DEVELOPMENT shall continue to operate and be maintained as a unified residential development.
  - (xxii) No additional land divisions shall be allowed within the DEVELOPMENT unless approved by the Village.
- d. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT:
- (i) Section 420-116 B (a) related to the number of dwelling units per structure is being modified to read as follows:
    - (a) The building on Lot 1 within the DEVELOPMENT shall not exceed 96 units and the building on Lot 2 within the Development shall not exceed 66 senior units.
  - (ii) Section 420-116 F (1) related to maximum building height on Lot 1 within the DEVELOPMENT is being modified to read as follows:
    - (1) No building or parts of the building shall exceed 45 feet in height.
  - (iii) Section 420-116 F (2) related to unit sizes in the building on Lot 1 within the DEVELOPMENT is being modified to read as follows:
    - (2) The units shall be a minimum of 300 square feet.
  - (iv) Section 420-47 D related to the width of the driveway is proposed to be modified to read as follows:
    - D. Width. The maximum width of a driveway shall not exceed 35 feet at the property line with the exception to the northern most service entrance to Lot 1 within the DEVELOPMENT which shall not exceed 38 feet at the property line.

The Addison of Pleasant Prairie  
Planned Unit Development

- (v) Section 420-48 L related to parking areas (including parking spaces, maneuvering lanes and fire lanes) shall be modified to read as follows:
  - (1) Twenty feet setback from all adjoining street rights-of-ways, except for the rear service drive off of 97<sup>th</sup> Court on Lot 1 to provide cross access to Lot 2 within the DEVELOPMENT.
  - (2) A zero setback between the common lot line of Lots 1 and 2 of the DEVELOPMENT.

e. Amendments

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

**Adopted this 6<sup>th</sup> day of October 2014.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

30-Senior Lifestyle Development PUD

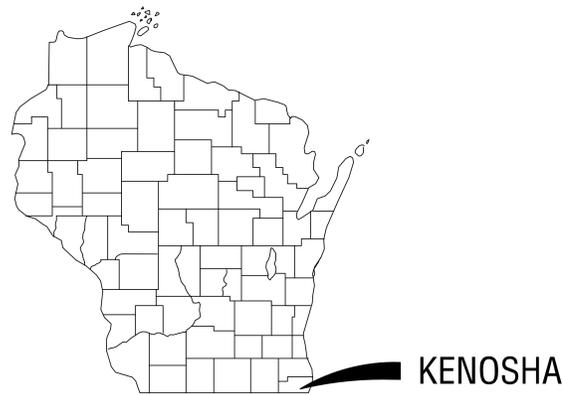


# THE ADDISON OF PLEASANT PRAIRIE

AN ASSISTED LIVING  
FACILITY

9651 PRAIRIE RIDGE BLVD.  
PLEASANT PRAIRIE, WI 53158





# CONSTRUCTION PLANS for THE ADDISON OF PLEASANT PRAIRIE AN ASSISTED LIVING FACILITY Village of Pleasant Prairie, Kenosha County, Wisconsin

## Symbols Legend


## Pre-construction Meeting Note:

PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING (OWNER'S ARCHITECT / REPRESENTATIVE, OWNER'S ENGINEER, GENERAL CONTRACTOR, VILLAGE ENGINEER, VILLAGE BUILDING INSPECTOR, FIRE & RESCUE INSPECTOR, IT/DSIS INSPECTOR AND ZONING ADMINISTRATOR) MUST BE HELD AT THE VILLAGE HALL. THE PRE-CONSTRUCTION MEETING SHALL BE COORDINATED AND MODERATED BY THE DESIGN ENGINEER OF RECORD.

## Underground Utility Note:

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.

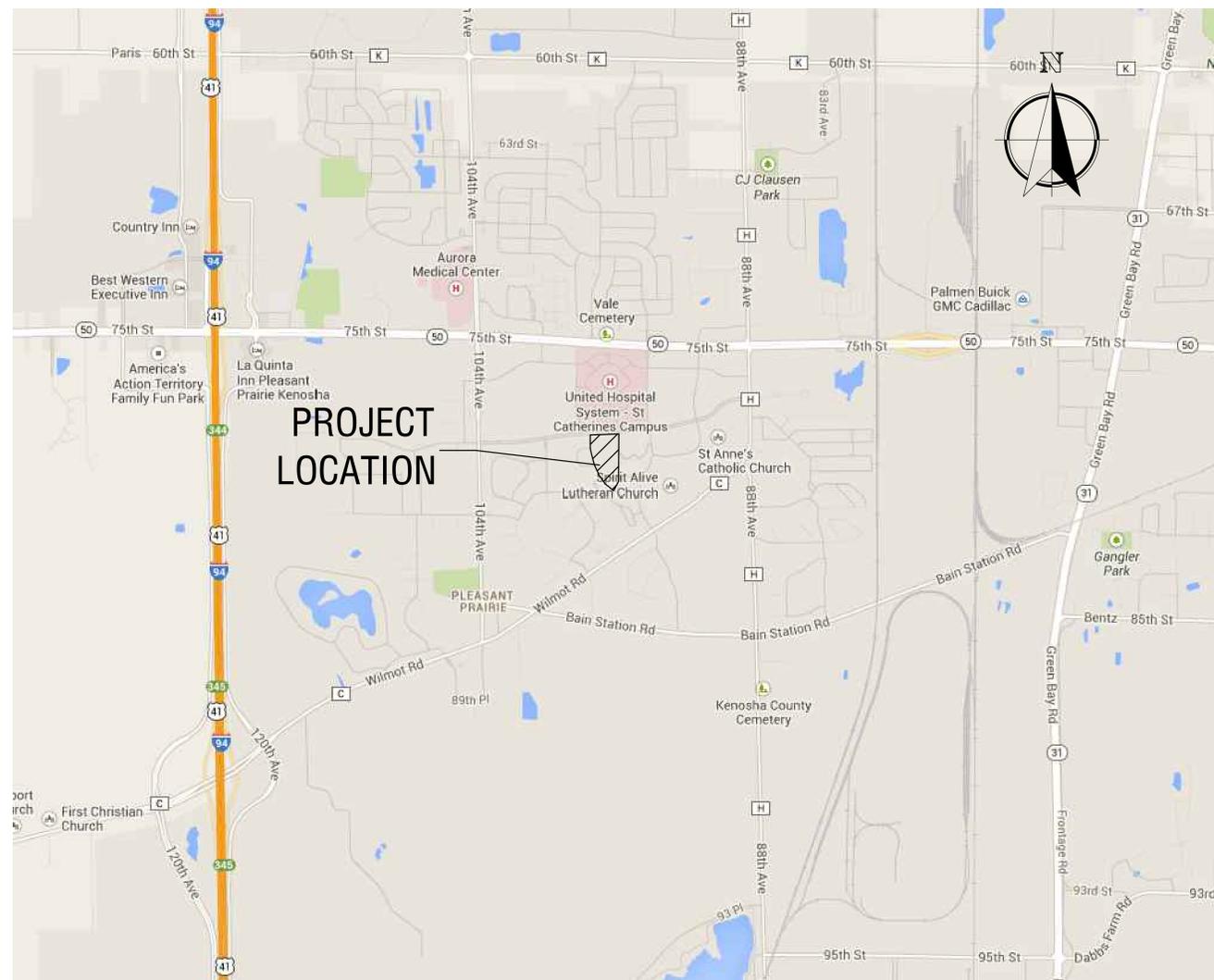
## Construction Access Note:

ALL CONSTRUCTION TRAFFIC SHALL ACCESS THE SITE VIA STH 50 (75TH STREET) TO 104TH AVENUE TO 97TH COURT. NO CONSTRUCTION TRAFFIC SHALL BE ALLOWED ON CTH C OR OTHER ADJACENT VILLAGE STREETS. ANY AND ALL PAVEMENTS, CURBS AND GUTTERS, SIDEWALKS OR PARKWAY TREES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND PER VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS.

## Legal Description:

LOT 2, CERTIFIED SURVEY MAP NO. 2458 A RECORDED MAP, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

TAX ID No. 91-4-122-082-0412



CURRENT ZONING: MULTI-FAMILY RESIDENTIAL (R-11)  
URBAN LANDHOLDING OVERLAY DISTRICT (UHO)

PROPOSED ZONING: MULTI-FAMILY RESIDENTIAL (R-11)  
PLANNED UNIT DEVELOPMENT (PUD)

PROPOSED UNITS: 96 UNITS

TOTAL PARKING: 60 SPACES

ADA PARKING: 4 SPACES

### EXISTING PROJECT AREA:

EXISTING BUILDING/ENCLOSURE	0 S.F.
EXISTING IMPERVIOUS	0 S.F.
TOTAL IMPERVIOUS SURFACE AREA	0 S.F. = 0 AC (0%)
TOTAL GREEN SPACE AREA	381,335 S.F. = 8.75 AC (100%)
TOTAL PROJECT AREA	381,335 S.F. = 8.75 AC

### PROPOSED PROJECT AREA:

PROPOSED BUILDING/ENCLOSURE	38,197 S.F.
PROPOSED IMPERVIOUS	70,778 S.F.
TOTAL IMPERVIOUS SURFACE AREA	108,975 S.F. = 2.50 AC (28.6%)
TOTAL GREEN SPACE AREA	272,286 S.F. = 6.25 AC (71.4%)
TOTAL DISTURBED AREA	245,874 S.F. = 5.64 AC

## Plan Sheet Index

TITLE SHEET	C-1.00
EXISTING CONDITIONS SURVEY	C-1.01
DIMENSIONED SITE PLAN	C-1.02
MASTER GRADING & EROSION CONTROL PLAN	C-1.03
SITE PAVEMENT & SIDEWALK GRADING PLAN	C-1.04
TRAFFIC SIGNAGE & MARKING PLAN	C-1.05
SITE UTILITY PLAN	C-1.06
STORM SEWER UTILITY PLAN	C-1.07
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-1.08 THRU C-1.10

## Developer

SENIOR LIFESTYLE CORPORATION  
MATT PHILLIPS, EXECUTIVE VICE PRESIDENT  
111 EAST WACKER DRIVE, STE 2200  
CHICAGO, IL 60601  
OFFICE: (312) 673-4374  
FAX: (312) 673-4306  
EMAIL: mphilips@seniorlifestyle.com

## Governing Agency Contacts

PLEASANT PRAIRIE VILLAGE HALL  
9915 59TH STREET  
PLEASANT PRAIRIE, WI 53158  
OFFICE: (262) 694-1400

- COMMUNITY DEVELOPMENT DEPARTMENT  
JEAN WERBIE-HARRIS, DIRECTOR  
- PLANNER, ZONING ADMINISTRATOR  
OFFICE: (262) 925-6718  
EMAIL: jwerbie-harris@pprairiewi.com

PEGGY HERRICK  
- ASSISTANT PLANNER & ZONING ADMINISTRATOR  
OFFICE: (262) 925-6716  
EMAIL: pherrick@pprairiewi.com

- ENGINEERING DEPARTMENT  
MICHAEL SPENCE  
- VILLAGE ENGINEER  
OFFICE: (262) 948-8931  
EMAIL: mspence@pprairiewi.com

MATT FINEOUR  
- ASSISTANT VILLAGE ENGINEER  
OFFICE: (262) 925-6778  
EMAIL: mtfineour@pprairiewi.com

STEVE WIAHOVICH  
- ENGINEERING TECHNICIAN  
OFFICE: (262) 925-6767  
EMAIL: swiahovich@pprairie.com

- BUILDING INSPECTION DEPARTMENT  
SANDRO PEREZ  
- BUILDING INSPECTION SUPERINTENDENT  
OFFICE: (262) 694-9304  
DIRECT: (262) 925-6722  
EMAIL: sperez@pprairie.com

PLEASANT PRAIRIE FIRE DEPARTMENT  
DOUG Mc ELIMURY,  
- CHIEF OF FIRE & RESCUE  
8044 88TH AVENUE  
OFFICE: (262) 694-8027  
EMAIL: fireandrescue@pprairie.com

THOMAS CLARK  
- DEPUTY CHIEF OF FIRE & RESCUE  
8000 GREEN BAY ROAD  
OFFICE: (262) 948-8982  
EMAIL: tclark@pprairiewi.com

CRAIG ROEPKE  
- SUPERINTENDENT  
8000 GREEN BAY ROAD  
OFFICE: (262) 948-8981  
EMAIL: croeppke@pprairiewi.com

PLEASANT PRAIRIE PUBLIC WORKS  
JOHN STEINBRINK, JR.,  
- SUPERINTENDENT  
8000 GREEN BAY ROAD  
OFFICE: (262) 925-6768  
EMAIL: jsteinbrink@pprairie.com

WI DEPARTMENT OF NATURAL RESOURCES  
ELAINE JOHNSON  
- WATER RESOURCE SPECIALIST  
OFFICE: (262) 884-2136  
EMAIL: elaine.johnson@wisconsin.gov

PETER WOOD  
- WATER RESOURCES ENGINEER  
OFFICE: (262) 884-2360  
EMAIL: peter.wood@wisconsin.gov

## Public Utility Contacts

AMERICAN TRANSMISSION COMPANY  
BRIAN MCCOY  
OFFICE: 262-506-6885  
EMAIL: bmcoco@attc.com  
EMERGENCY NUMBER: (800) 972-5341

WISCONSIN D.O.T.  
SOUTHEAST REGION  
OFFICE: (414) 266-1167

AT&T  
MIKE TOYEK  
OFFICE: 262-636-0549  
EMAIL: mt1734@att.com

TDS TELECOM  
SOUTHEAST WISCONSIN  
OFFICE: 877-483-7142

TIME WARNER CABLE  
STEVE CRAMER  
- UTILITY COORDINATOR  
OFFICE: 414-277-4045  
EMAIL: steve.cramer@timecable.com  
EMERGENCY NUMBER: (800) 627-2288

WE-ENERGIES  
LINDA SCHREIER  
KENOSHA SOUTH  
OFFICE: 262-552-3228  
EMAIL: linda.schreier@we-energies.com

NATURAL GAS EMERGENCY: (800) 261-5325  
ELECTRICAL EMERGENCY: (800) 662-4797

## Survey Bench Marks

- TOP NUT OF HYDRANT ON W. SIDE OF 96th AVE. 325' S. OF PRAIRIE RIDGE BLVD. ELEVATION: 722.34
- TOP NUT OF HYDRANT AT NE CORNER OF 96th AVE. AND 97th CT. ELEVATION: 719.50
- TOP NUT OF HYDRANT ON E. SIDE OF 97th CT. 600' S. OF PRAIRIE RIDGE BLVD. ELEVATION: 719.00



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REGISTERED

PLEASANT PRAIRIE, WISCONSIN

TITLE SHEET

THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

9651 PRAIRIE RIDGE BOULEVARD

TITLE SHEET

NO. DESCRIPTION DATE

1 80% REVIEW 03/24/14

2 VILLAGE PROGRESS REVIEW 03/26/14

3 ISSUE FOR APPROVAL 07/11/14

4 95% CD REVIEW 07/31/14

KEY PLAN

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JOB NO. DATE

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SHEET NO.

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TITLE SHEET

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ARCHITECTS

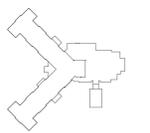
PLEASANT PRAIRIE, WISCONSIN

THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

EXISTING CONDITIONS SURVEY

NO.	DESCRIPTION	DATE
1	80% REVIEW	03/24/14
2	VILLAGE PROGRESS	
	REVIEW	03/26/14
3	ISSUE FOR APPROVAL	07/11/14
4	95% CD REVIEW	07/31/14

KEY PLAN



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SHEET NO.	

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SCALE 1"=30'

AS-BUILT STORM SEWER UTILITY DATA

STM 1 RM 712.74 IE. 12° SW 709.64 IE. 12° E 710.84	STM 18 RM 715.74 IE. 12° W 710.89 IE. 12° NW 712.94	STM 34 RM 713.94 IE. 12° SW 712.59 IE. 12° NW 712.64	STM 50 RM 718.94 IE. 12° S 714.94 IE. 12° E 716.83
STM 2 RM 712.71 IE. 12° W 710.01	STM 19 RM 712.82 IE. 12° NE 710.62	STM 35 RM 715.66 IE. 12° E 712.66	STM 51 RM 721.03 IE. 12° E 716.83 IE. 12° W 717.13
STM 3 RM 712.62 IE. 12° W 709.82	STM 20 RM 713.08 IE. 36° N 705.58 IE. 12° W 707.38 IE. 36° S 705.68	STM 36 RM 715.89 IE. 30° NE 711.10 IE. 12° W 711.50 IE. 15° S 711.30	STM 52 RM 723.24 IE. 12° W 716.74 IE. 12° E 716.54 IE. 15° S 716.44
STM 4 RM 712.61 IE. 15° W 710.11 IE. 12° E 709.91	STM 21 RM 712.71 IE. 12° S 707.81 IE. 15° E 707.71	STM 37 RM 715.33 IE. 12° E 711.83	STM 53 RM 721.03 IE. 12° W 717.03
STM 5 RM 712.01 IE. 12° S 708.56 IE. 12° S 708.14 IE. 15° E 708.24	STM 22 RM 712.70 IE. 12° S 707.90	STM 38 RM 717.20 IE. 30° NE 709.00 IE. 36° SW 708.90 IE. 15° E 710.80	STM 54 RM 723.08 IE. 18° W 721.48 IE. 18° E 721.58 IE. 15° S 722.48
STM 6 RM 711.98 IE. 12° N 708.48 IE. 12° E 708.38	STM 23 RM 712.88 IE. 12° N 707.98 IE. 12° SE 708.03	STM 39 RM 718.96 IE. 12° E 713.96	STM 55 RM 726.38 IE. 15° S 722.58 IE. 12° W 722.58
STM 7 RM 712.39 IE. 12° W 708.44 IE. 15° S 708.14 IE. 15° E 708.24	STM 24 RM 712.95 IE. 12° S 708.00 IE. 15° W 707.90	STM 40 RM 713.34 IE. 30° N 710.04 IE. 30° SW 709.84 IE. NW O/S 100' FAR IE. SE O/S 100' FAR IE. 12° W 713.44	STM 56 RM 726.05 IE. 12° S 722.95
STM 8 RM 712.25 IE. 12° W 709.25	STM 25 RM 713.16 IE. 12° NW 708.36	STM 41 RM 718.76 IE. 15° SW 713.96	STM 57 RM 724.10 IE. 12° NW 720.30
STM 9 RM 712.15 IE. 12° S 708.85 IE. 15° W 708.65 IE. 12° E 708.85	STM 26 RM 712.88 IE. 36° N 706.03 IE. 36° S 706.03 IE. E O/S 100' FAR	STM 42 RM 718.89 IE. 15° NW 713.89	STM 58 RM 724.30 IE. 18° W 718.70 IE. 18° E 718.80 IE. 15° NE 718.80 IE. 12° SE 718.60
STM 10 RM 712.98 IE. 12° S 709.63 IE. 15° NE 709.48	STM 27 RM 713.66 IE. 36° N 706.81 IE. 30° S 706.71 IE. 15° W 708.06 IE. 21° E 705.23 IE. 27° S 704.83	STM 43 RM 721.06 IE. 30° N 712.06 IE. 30° S 711.96 IE. 21° E 712.96 IE. 12° W 716.06	STM 59 RM 722.45 IE. 18° W 717.25 IE. 18° N 712.31 IE. NE O/S 100' FAR IE. 12° SE 713.41
STM 11 RM 713.43 IE. 15° W 706.98 IE. 21° E 705.23 IE. 27° S 704.83	STM 28 RM 714.70 IE. 30° N 706.85 IE. 36° S 706.90	STM 44 RM 721.44 IE. 21° W 713.04	STM 60 RM 717.71 IE. 12° NW 713.91
STM 12 RM 713.22 IE. 30° N 702.22 IE. 30° S 702.12 IE. 12° W 708.87	STM 29 RM 715.01 IE. 12° SE 711.51	STM 45 RM 720.09 IE. 21° W 713.29 IE. 30° S 712.99 IE. 21° E 715.99	STM 61 RM 718.11 IE. 18° E 712.41 IE. 24° W 712.31 IE. NE O/S 100' FAR IE. 12° SE 713.41
STM 13 RM 714.80 IE. 12° E 711.30	STM 30 RM 715.62 IE. 36° N 707.82 IE. 36° E 707.82 IE. 15° S 710.62 IE. W O/S 100' FAR	STM 46 RM 718.77 IE. 12° N 714.72	STM 62 RM 717.71 IE. 18° W 712.41 IE. 18° W 708.90
STM 14 RM 714.38 IE. 12° E 710.68	STM 31 RM 715.66 IE. 36° W 708.26 IE. 36° S 703.71 IE. 12° N 710.51	STM 47 RM 719.39 IE. 21° S 713.29 IE. 15° NE 714.29 IE. 15° W 714.24 IE. 15° W 714.09	STM 63 RM 713.55 IE. 18° W 709.00 IE. 18° W 708.90
STM 15 RM 715.11 IE. 30° N 703.81 IE. 36° S 703.71 IE. 12° W 710.51	STM 32 RM 715.72 IE. 12° SE 712.42	STM 48 RM 719.39 IE. 21° S 713.29 IE. 15° NE 714.29 IE. 15° W 714.09	STM 64 RM 714.27 IE. 18° E 708.57 IE. 18° SW 708.37
STM 16 RM 714.27 IE. 42° E 702.47 IE. 42° W 701.87	STM 33 RM 715.78 IE. 12° SE 712.53 IE. 12° NW 712.48	STM 49 RM 718.91 IE. 15° SW 714.61 IE. 12° W 710.39	STM 65 RM 715.89 IE. 18° NE 708.29 IE. 18° W 708.19 IE. 10° W 710.39
STM 17 RM 714.49 IE. 30° N 703.39 IE. 42° W 702.59 IE. 36° S 704.99 IE. 12° E 710.49			

SOILS / GROUND COVER DATA

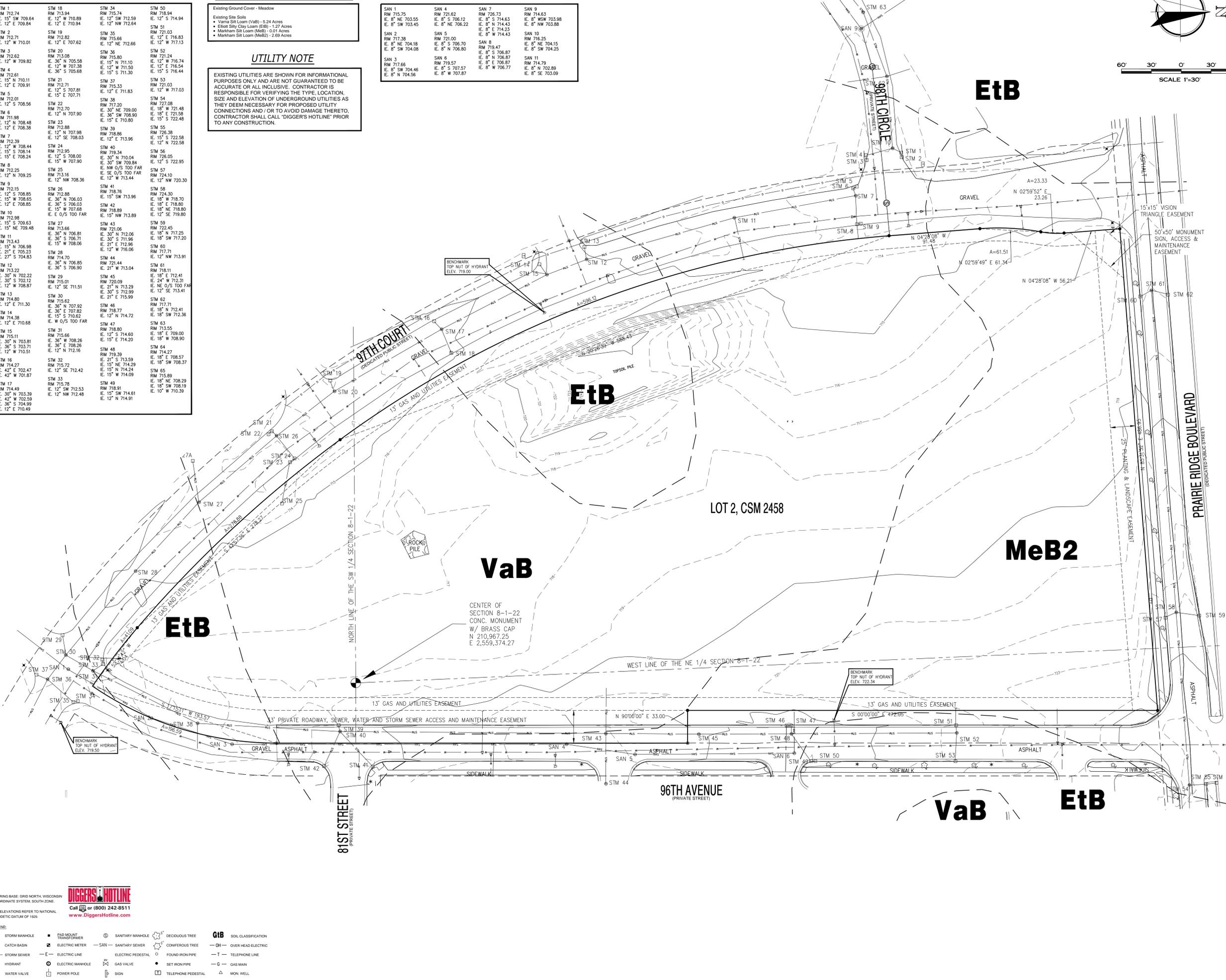
Existing Ground Cover - Meadow
Existing Site Soils
• Varves Silt Loam (VaB) - 5.24 Acres
• Elliott Silty Clay Loam (EtB) - 1.27 Acres
• Markham Silt Loam (MeB2) - 0.01 Acres
• Markham Silt Loam (MeB2) - 2.69 Acres

UTILITY NOTE

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AS-BUILT SANITARY SEWER UTILITY DATA

SAN 1 RM 715.75 IE. 8° NE 703.55 IE. 8° SW 703.45	SAN 4 RM 721.62 IE. 8° S 706.12 IE. 8° NE 706.22	SAN 7 RM 726.73 IE. 8° S 714.63 IE. 8° N 714.23 IE. 8° W 714.43	SAN 9 RM 714.63 IE. 8° WSW 703.98 IE. 8° NW 703.88
SAN 2 RM 717.38 IE. 8° NE 704.18 IE. 8° SW 704.08	SAN 5 RM 721.00 IE. 8° S 706.70 IE. 8° N 706.80	SAN 8 RM 719.47 IE. 8° S 706.87 IE. 8° E 706.87 IE. 8° W 706.77	SAN 10 RM 716.25 IE. 8° NE 704.15 IE. 8° SW 704.25
SAN 3 RM 717.68 IE. 8° SW 704.46 IE. 8° N 704.56	SAN 6 RM 719.57 IE. 8° S 707.57 IE. 8° W 707.87	SAN 11 RM 714.79 IE. 8° N 702.89 IE. 8° SE 703.09	



BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.  
ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1989.  
**DIGGERS HOTLINE**  
Call 800 or (800) 242-8511  
www.DiggersHotline.com

LEGEND:	GIB SOIL CLASSIFICATION
⊙ STORM MANHOLE	■ PAD MOUNT TRANSFORMER
□ CATCH BASIN	⊕ ELECTRIC METER
— STM — STORM SEWER	— SAN — SANITARY SEWER
— E — ELECTRIC LINE	— P — ELECTRIC PEDESTAL
⊕ HYDRANT	⊕ ELECTRIC MANHOLE
⊕ WATER VALVE	⊕ POWER POLE
— W — WATER MAIN	— GUY WIRE
⊕ DECIDUOUS TREE	⊕ CONIFEROUS TREE
⊕ FOUND IRON PIPE	⊕ SET IRON PIPE
⊕ TELEPHONE PEDESTAL	⊕ TELEPHONE
— OH — OVER HEAD ELECTRIC	— T — TELEPHONE LINE
— G — GAS MAIN	⊕ MON WELL

EXISTING CONDITION SURVEY



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ARCHITECTS

PLEASANT PRAIRIE, WISCONSIN

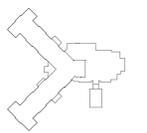
THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

DIMENSIONED SITE PLAN

9651 PRAIRIE RIDGE BOULEVARD

NO.	DESCRIPTION	DATE
1	80% REVIEW	03/24/14
2	VILLAGE PROGRESS	
	REVIEW	03/26/14
3	ISSUE FOR APPROVAL	07/11/14
4	95% CD REVIEW	07/31/14

KEY PLAN

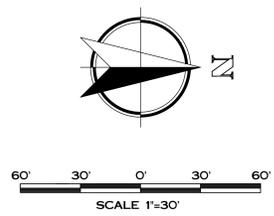
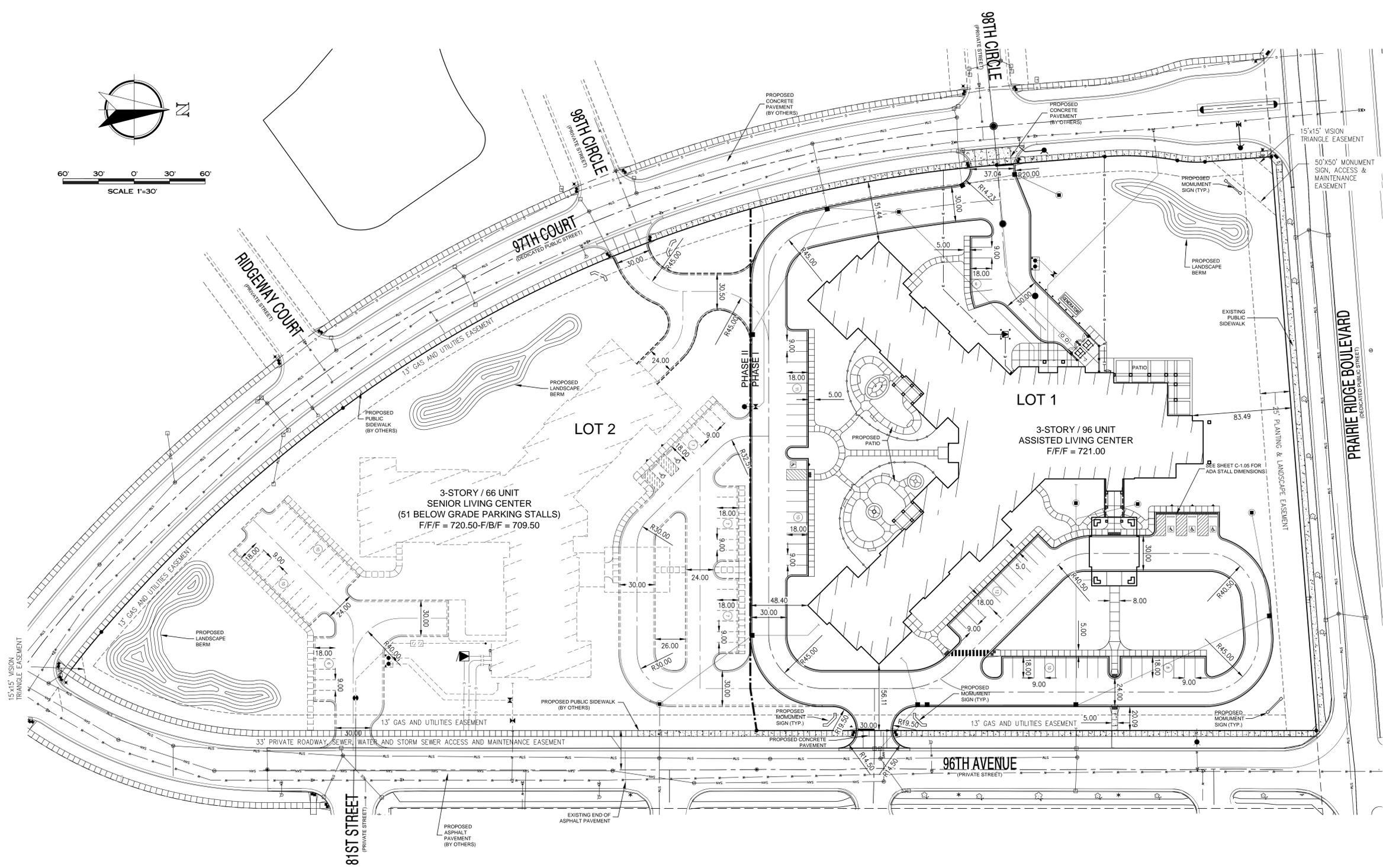


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**C-1.02**

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- SITE PLAN LEGEND**
- PARKING COUNT
  - DRIVE AISLE CENTERLINE
  - 18" CURB & GUTTER
  - PROPERTY LINE
  - FIRE HYDRANT
  - REMOTE FIRE DEPARTMENT CONNECTOR (FDC)
  - ELECTRICAL TRANSFORMER
  - DETECTABLE WARNING FIELD
  - SIGNAGE
  - LIGHT POLE
  - PIPE BOLLARD
  - PHASE 2 MATCH LINE
  - EXISTING CURB & GUTTER

NOTE:  
1. SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL DETAILS.

**DIMENSIONED SITE PLAN**



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ARCHITECTS

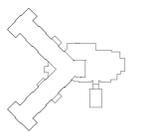
PLEASANT PRAIRIE, WISCONSIN

THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY  
MASTER GRADING & EROSION CONTROL PLAN

9651 PRAIRIE RIDGE BOULEVARD

NO.	DESCRIPTION	DATE
1	80% REVIEW	03/24/14
2	VILLAGE PROGRESS REVIEW	03/26/14
3	ISSUE FOR APPROVAL	07/11/14
4	95% CD REVIEW	07/31/14

KEY PLAN

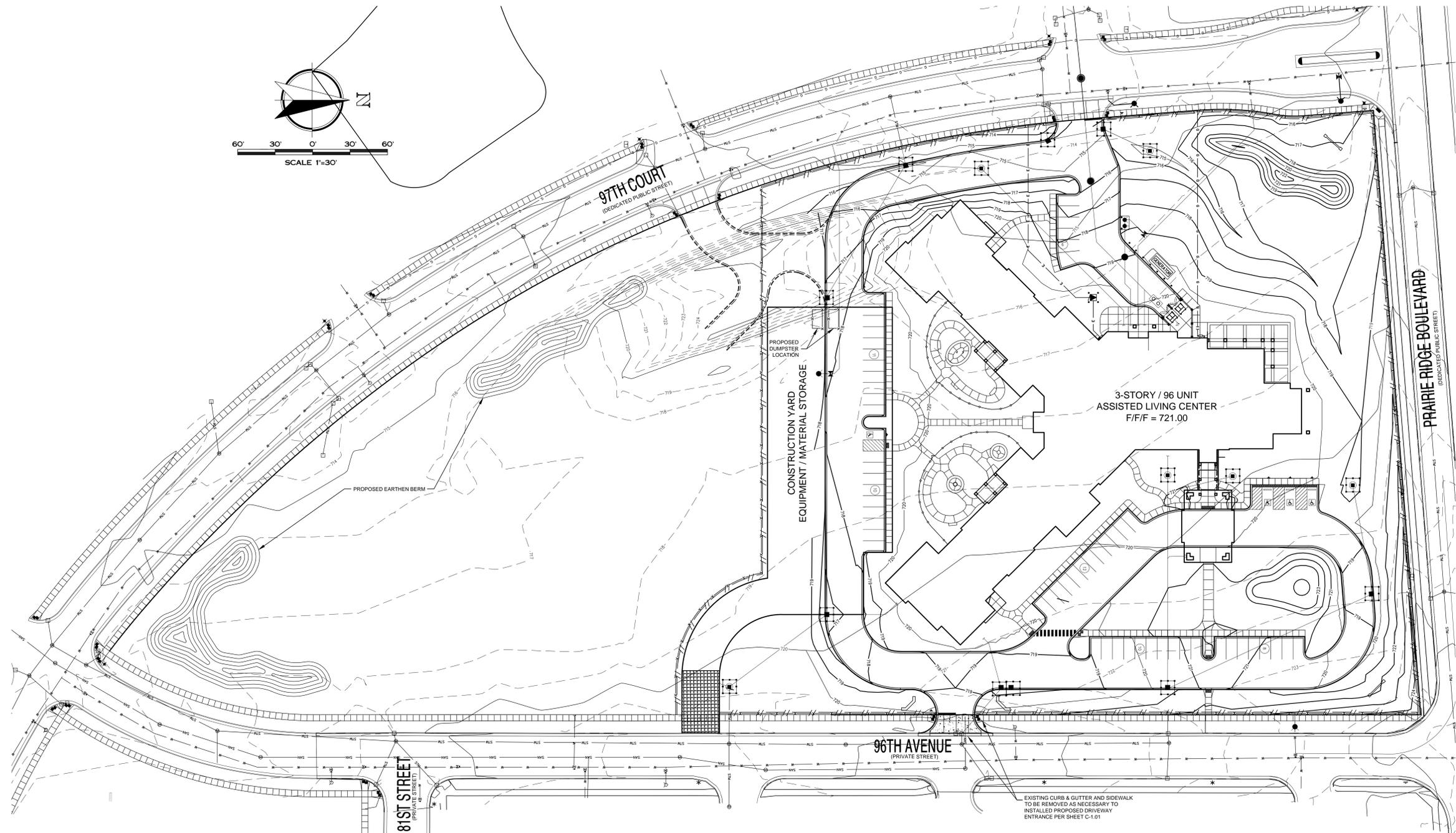
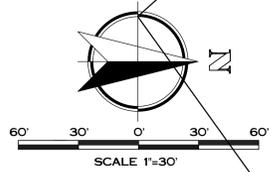


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**C-1.03**

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**Utility Note**

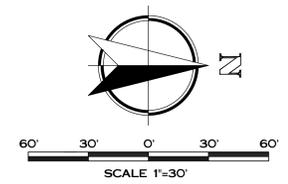
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**SITE GRADING / EROSION CONTROL LEGEND**

	GRAVEL TRACKING PAD		STORM INLET PROTECTION
	EXISTING CONTOURS		LIMITS OF CONSTRUCTION
	PROPOSED CONTOURS		TEMPORARY CONSTRUCTION FENCING
	SILT FENCE		EROSION BALES

**MASTER GRADING & EROSION CONTROL PLAN**



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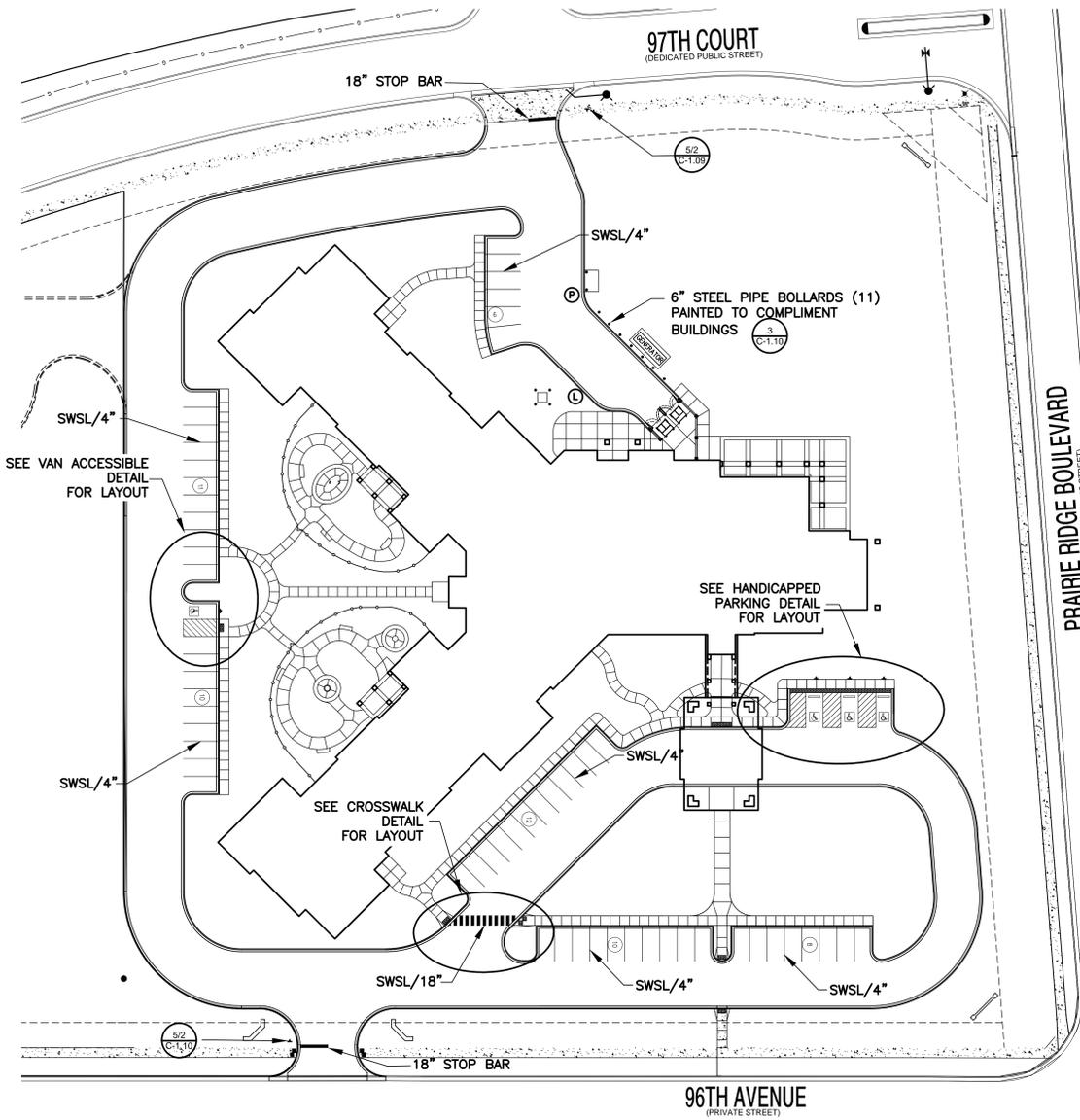
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PLEASANT PRAIRIE, WISCONSIN

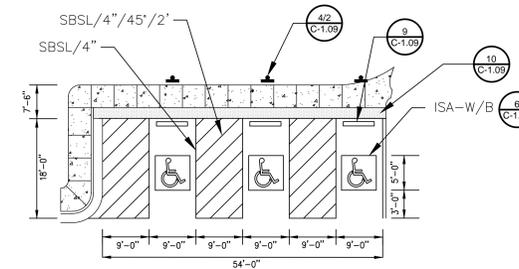
THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

9651 PRAIRIE RIDGE BOULEVARD  
TRAFFIC SIGNAGE & MARKING PLAN



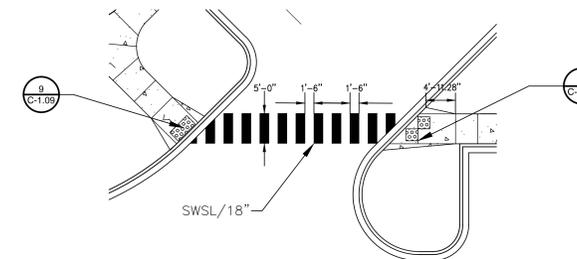
**PAVEMENT STRIPING LEGEND**

- Ⓡ - RESERVED PARKING LABEL / TRAFFIC PAINT YELLOW
- Ⓥ - VISITOR PARKING LABEL / TRAFFIC PAINT YELLOW
- Ⓟ - NO PARKING LABEL / TRAFFIC PAINT YELLOW
- Ⓛ - NO PARKING-LOADING ZONE LABEL / TRAFFIC PAINT YELLOW
- ISA-W/B - INTERNATIONAL SYMBOL FOR ACCESSIBILITY - WHITE ON BLUE BACKGROUND
- SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE EACH
- SWSL/4"/45'/2' - SINGLE WHITE SOLID LINE / 4" WIDE EACH, 45', 2' O.C.
- SWSL/4"/45'/10' - SINGLE WHITE SOLID LINE / 4" WIDE EACH, 45', 10' O.C.
- SYSL/12" - SINGLE WHITE SOLID LINE / 12" WIDE EACH, 25' O.C.
- SWSL/6" - SINGLE WHITE SOLID LINE / 6" WIDE
- SWSL/6"/6" - SINGLE WHITE SOLID LINE / 6" WIDE, 6' O.C.
- SWSL/8" - SINGLE WHITE SOLID LINE / 8" WIDE
- SWSL/18" - SINGLE WHITE SOLID LINE / 18" WIDE EACH, 3' O.C.



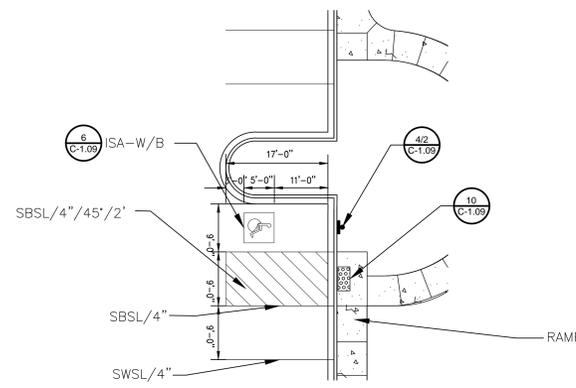
**HANDICAPPED ACCESSIBLE PARKING STALL DETAIL**

NOT TO SCALE



**CROSSWALK DETAIL**

NOT TO SCALE



**VAN ACCESSIBLE PARKING STALL DETAIL**

NOT TO SCALE

**PAVEMENT MARKING NOTE:**

FINAL PLACEMENT OF PAINTED WORDS, SYMBOLS, AND ARROWS TO BE DETERMINED BY THE OWNER.

**ACCESSIBLE ROUTES GENERAL NOTES**

ACCESSIBLE ROUTES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ICC/ANSI A117.1-2009 "AMERICAN NATIONAL STANDARD - ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES", HEREIN REFERRED TO AS THE "ICC/ANSI A117.1".

WALKING SURFACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH "ICC/ANSI A117.1-2009" SECTION 403. WALKING SURFACE RUNNING SLOPES SHALL NOT EXCEED 1:20 (5.00%). CROSS SLOPES SHALL NOT EXCEED 1:48 (2.08%).

RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH "ICC/ANSI A117.1-2009" SECTION 405. RAMP RUNNING SLOPES SHALL NOT EXCEED 1:20 (5.00%). CROSS SLOPES SHALL NOT EXCEED 1:48 (2.08%).

HANDRAILS SHALL BE INSTALLED ON ALL RAMPS (EXCLUDING CURB RAMPS) IN ACCORDANCE WITH "ICC/ANSI A117.1-2009" SECTION 505. LANDINGS SHALL NOT EXCEED A 1:48 (2.08%) SLOPE IN ANY DIRECTION.

CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH "ICC/ANSI A117.1-2009" SECTION 406 AND THE DETAIL(S) ON THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET.

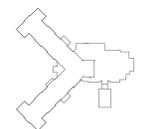
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NO.	DESCRIPTION	DATE
1	80% REVIEW	03/24/14
2	VILLAGE PROGRESS	
	REVIEW	03/26/14
3	ISSUE FOR APPROVAL	07/11/14
4	95% CD REVIEW	07/31/14

KEY PLAN



SIGNATURE

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JOB NO.	DATE
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**C-1.05**

**TRAFFIC SIGNAGE & MARKING PLAN**

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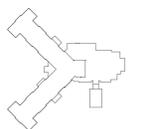
PLEASANT PRAIRIE, WISCONSIN

THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

9651 PRAIRIE RIDGE BOULEVARD  
SITE UTILITY PLAN

NO.	DESCRIPTION	DATE
1	80% REVIEW	03/24/14
2	VILLAGE PROGRESS	
	REVIEW	03/28/14
3	ISSUE FOR APPROVAL	07/11/14
4	95% CD REVIEW	07/31/14

KEY PLAN



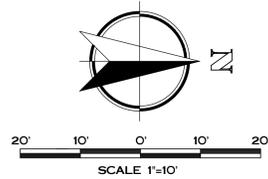
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DRAWN BY: MM  
APPROVED BY: MDE

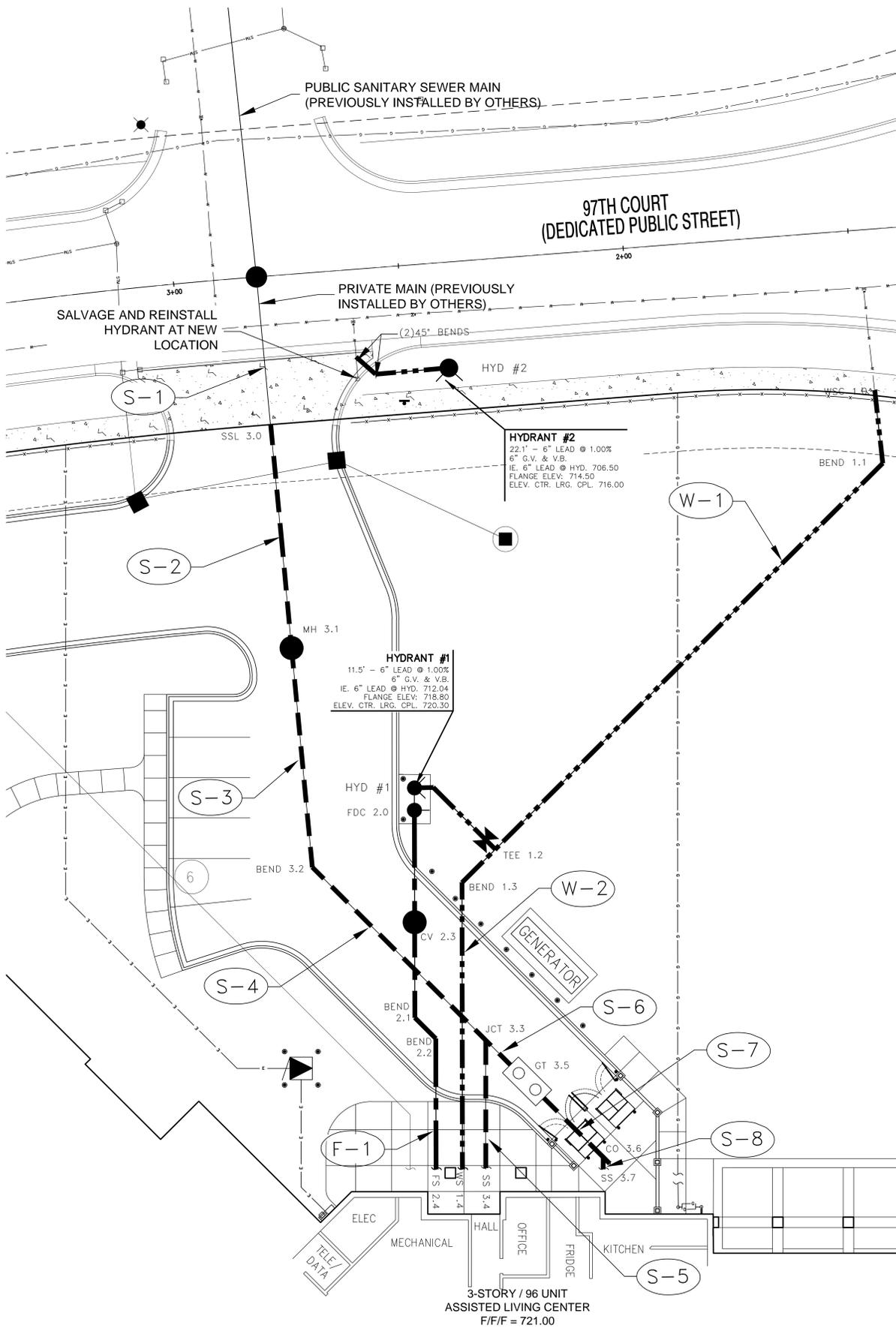
JOB NO.: 13001  
DATE: 03-28-2014  
SHEET NO.:

**C-1.06**

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www.DiggersHotline.com



### SANITARY SEWER DESIGN

S-1:	33' - 8" SAN @ 1.01% (EX)
S-2:	50' - 8" SAN @ 1.01%
S-3:	49' - 8" SAN @ 1.01%
S-4:	54' - 8" SAN @ 1.01%
S-5:	30' - 8" SAN @ 4.16%
S-6:	8' - 4" SAN @ 25.00%
S-7:	19' - 4" SAN @ 20.79%
S-8:	4' - 4" SAN @ 4.16%

SAN. SEWER LAT. 3.0	BUILDING SERVICE 3.4
IE. 8" (W/E) 708.33	IE. 8" (W) 711.13
SAN SAMPLING MH 3.1	GREASE TRAP MH 3.5
RIM 715.80	RIM (S) 719.95
IE. 8" (W) 708.84	RIM (N) 720.10
IE. 8" (E) 708.84	IE. 4" (SW) 712.05
	IE. 4" (NE) 712.22
BEND 3.2 (45')	SAN CLEANOUT 3.6
IE. 8" (W/NE) 709.33	RIM 720.40
JUNCTION 3.3	BUILDING SERVICE 3.7
IE. 8" (SW) 709.88	IE. 4" (W) 716.29
IE. 4" (NE) 710.05	

### REMOTE FIRE DEPARTMENT CONNECTION DESIGN

F-1:	82' - 4" FDC @ 2.05%
------	----------------------

FDC CONNECTOR 2.0	CHECK VALVE MH 2.3
CNTR OF CPL 720.10	RIM 718.95
IE. 4" (E) 712.04	IE. 4" (W/E) 712.55
BEND 2.1 (45')	BUILDING SERVICE 2.4
IE. 4" (W/NE) 712.99	IE. 4" (E) 713.72
BEND 2.2 (45')	
IE. 4" (SW/E) 713.12	

### EXTERIOR GREASE INTERCEPTOR SIZING

MEALS SERVED PER DAY (M): 300  
GALLONS PER DAY (G): 3  
HOURS PER DAY (H): 12  
MEAL PERIODS PER DAY (P): 3

$$C = \frac{M \times G \times H}{2 \times P}$$

$$C = \frac{300 \times 3 \times 9}{2 \times 3}$$

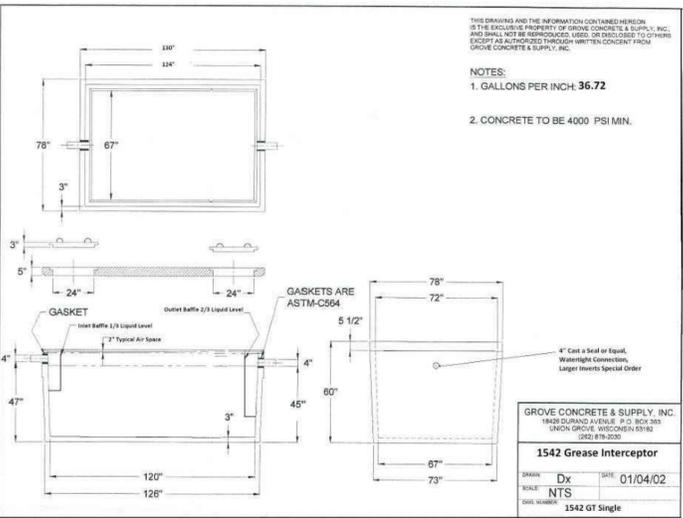
C = 1,350 GALLONS (REQUIRED)  
USE 2000 GALLON TANK

### WATERMAIN DESIGN

W-1:	138' - 8" WM @ 2.70%
W-2:	74' - 8" WM @ 2.70%

WATER SER. LAT. 1.0	BEND 1.3 (45')
IE. 8" (E) 708.04	IE. 8" (NW/E) 712.00
BEND 1.1 (45')	BUILDING SERVICE 1.4
IE. 8" (W/SE) 708.44	IE. 8" (W) 713.72
TEE 1.2	
IE. 8" (NW/SE) 711.72	
IE. 6" (SW) 711.80	



SANITARY GREASE TRAP DETAIL  
NOT TO SCALE

### REFERENCES

ANY OR ALL OF THE FOLLOWING REFERENCE DOCUMENTS THAT ARE APPLICABLE TO THE PROPOSED ITEMS OF WORK ARE INCLUDED IN THIS CONTRACT:

STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, SIXTH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, REFERRED TO AS "STANDARD SPECIFICATIONS."

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2012 EDITION, REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WISDOT WEBSITE AT <http://www.wisconsin.gov/dot/standards/specifications.htm>

LAND DIVISION ORDINANCE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, CHAPTER 396, VILLAGE CODE OF ORDINANCES.

CHAPTER 66 OF THE VILLAGE OF PLEASANT PRAIRIE MUNICIPAL CODE "PUBLIC IMPROVEMENT PROJECTS," DATED DECEMBER 20, 2004, INCLUDED HEREIN AND REFERRED TO AS "VILLAGE SPECIFICATIONS."

ALL SANITARY SEWER AND WATERMAIN IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STANDARD SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS."

\*WHENEVER THE "STANDARD SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.  
\*WHENEVER THE "STANDARD SPECIFICATIONS," THE "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

### GENERAL NOTES

ALL APPLICATIONS AND CONNECTION FEES FOR SANITARY SEWER AND WATER SERVICES MUST BE SUBMITTED AND PAID PRIOR TO CONNECTION TO THE EXISTING SYSTEMS.

CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING SANITARY AND STORM SEWERS, WATER MAINS, GAS & ELECTRIC LINES OR OTHER UTILITIES PRIOR TO STARTING CONSTRUCTION. AS-BUILT FIELD DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.

CONTRACTOR SHALL CONTACT DIGGERS HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO IDENTIFY ANY UNDERGROUND UTILITIES PRESENT AT THE SITE. THE LOCATION OF EXISTING PRIVATE UTILITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE OWNER PRIOR TO CONSTRUCTION.

ANY AND ALL EXISTING SIDEWALKS, CURBS OR PAVEMENTS DISTURBED DURING CONSTRUCTION SHALL BE SAWCUT AT THE NEAREST JOINT AND REPLACED IN KIND PER THE "VILLAGE SPECIFICATIONS."

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL UNWANTED EXCESS WASTE, STOCKPILED AND SPILL MATERIAL IN ACCORDANCE WITH SECTION 205.12 OF THE "STATE SPECIFICATIONS." THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

MATERIAL FOR SANITARY SEWERS AND WATER MAINS SHALL BE IN ACCORDANCE WITH THE STATE OF WISCONSIN DEPARTMENT OF SAFETY & PROFESSIONAL SERVICES (DPS) AND THE "VILLAGE SPECIFICATIONS."

ALL SANITARY SEWER, STORM SEWER, WATER MAIN AND FIRE PROTECTION LATERALS INSTALLED IN EXISTING OR PROPOSED PAVED AREAS SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH TABLE 57.1 CHAPTER 54 OF THE "STANDARD SPECIFICATIONS." SHOULD MATERIAL BE EXTENDING A MINIMUM OF FIVE FEET (5') OUTSIDE OF THE PAVEMENT LIMITS, FINISHED SURFING SHALL BE PARALLEL TO AND LESS THAN FIVE FEET (5') FROM THE EDGE OF THE PAVEMENT. SHALL ALSO REQUIRE COMPACTED GRANULAR BACKFILL.

PROVIDE FIVE FEET (5') OF COVER OVER ALL SANITARY SEWERS AND SIX AND ONE HALF FEET (6 1/2') OF COVER OVER ALL WATER MAINS. MINIMUM HORIZONTAL SEPARATION OF UTILITIES IS EIGHT FEET (8'). PROVIDE VERTICAL SEPARATION OF UTILITIES PER CODE.

### STORM SEWER SPECIFICATIONS

THE STORM SEWER SYSTEM (PIPED 1-1-P) IS TO BE SIZED ACCORDING TO SPS TABLE 302.36.4 "MAXIMUM CAPACITY OF STORM WATER HORIZONTAL CONVEYANCE PIPING FOR CONCRETE, ASTM C15 AND ASTM C14" STRUCTURES IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS." THE CONSTRUCTION DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES MAY BE USED AT THE SLOPES AND SIZES DESIGNED.

STORM SEWER MANHOLES (MH) SHALL BE FORTY-TWO INCH (42") DIAMETER REINFORCED CONCRETE WITH A NENAH R-1500 FRAME & GRATE.

STORM SEWER CATCH BASINS (CB) INSTALLED WITHIN CURB & GUTTER SECTIONS SHALL BE TWENTY-FOUR INCH BY THIRTY-SIX INCH (24" x 36") RECTANGULAR REINFORCED CONCRETE STRUCTURES FINISHED WITH A NENAH R-3007 TYPE 10L FRAME & GRATE IN ACCORDANCE WITH THE DETAIL SHOWN ON THE "TYPICAL SECTIONS AND CONSTRUCTION DETAILS" SHEETS (S) OF THE PLAN SET.

STORM SEWER ALLEYS (SA) SHALL BE SEVENTEEN INCH (17") HIGH 1800 GATCH BASINS, OR APPROVED EQUAL, WITH A SIX INCH (6") EXTENSION RISER. AS NEEDED, TO REACH THE RIM ELEVATION AS SHOWN ON THE PLANS. EACH ALLEY STRUCTURE SHALL BE FINISHED WITH AN 1800 GATCH BASIN, INSTALLED UPSIDE DOWN AND COVERED WITH THREE INCHES (3") TO FOUR INCHES (4") RIVER ROCK AS SHOWN ON THE DETAIL ON THE "TYPICAL SECTIONS AND CONSTRUCTION DETAILS" SHEETS (S) OF THE PLAN SET.

### SANITARY SEWER AND WATER MAIN SPECIFICATIONS

THE CONTRACTOR SHALL PROVIDE 7 DAYS NOTICE TO THE VILLAGE OF PLEASANT PRAIRIE UTILITY DEPARTMENT BEFORE COMMENCING CONSTRUCTION ON ANY SEWER OR WATER MAIN IMPROVEMENTS.

THE CONTRACTOR SHALL CONTACT THE OWNER 24 HOURS PRIOR TO PROPOSED WATER MAIN SHUTDOWNS OR ANY WORK THAT MAY INTERFERE WITH EXISTING WATER SERVICE. ALL EXISTING VALVES, HYDRANTS, AND OTHER WATER INFRASTRUCTURE SHALL BE MAINTAINED AND OPERATED BY OR IN THE PRESENCE OF THE OWNER.

SANITARY SEWER SAMPLING MANHOLES SHALL BE FORTY EIGHT INCH (48") DIAMETER PRECAST STRUCTURES, IN ACCORDANCE WITH THE "VILLAGE SPECIFICATIONS." SEE CONSTRUCTION DETAIL FOR FURTHER INFORMATION.

WATER MAIN AND LATERAL PIPE MATERIAL SHALL BE FOUR INCH (4") AND SIX INCH (6") PVC PIPE CLASS 150, OR 18 (AS SHOWN) MEETING THE REQUIREMENTS OF AWWA STANDARD C-300, IN ACCORDANCE WITH THE "VILLAGE SPECIFICATIONS." HYDRANT LEADS SHALL BE SIX INCH (6") POLY ENHANCED DUCTILE IRON PIPE CLASS 150 (AS SHOWN) MEETING THE REQUIREMENTS OF AWWA STANDARD C-151 (ANSI A21.51) IN ACCORDANCE WITH "VILLAGE SPECIFICATIONS."

RESILIENT WEDGE SEATED GATE VALVES CONFORMING TO AWWA C-509 SHALL BE USED FOR FOUR INCH (4") TO EIGHT INCH (8") APPLICATIONS. GATE VALVES SHALL BE WATERLOUS SERIES 50V AS MANUFACTURED BY AMERICAN FLOW CONTROL, CLOW, FAYAT OR MULLER. A 2025 WITH A MINIMUM PRESSURE RATING OF 500 PSI. ALL VALVES SHALL BE MADE WITH STAINLESS STEEL NUTS AND BOLTS AND SHALL CLOSE CLOCKWISE WITH NON-REINFORCED GATE VALVE ONLY AND COUNTERCLOCKWISE WITH CAST IRON VALVE.

VALVE BOXES SHALL BE THREE-PIECE CAST-IRON SHAFT SCREW TYPE WITH A CAST IRON VALVE BOX COVER CLEARLY MARKED "WATER" AND SHALL BE NORTH AMERICAN, SODAM OR STAR MADE ONLY PER THE "VILLAGE SPECIFICATIONS." VALVE BOX ADAPTERS SHALL BE MANUFACTURED BY ADAPTOR, INC. OR APPROVED EQUAL.

HYDRANTS SHALL CONFORM TO AWWA C-500 FOR DRY BARREL FIRE HYDRANTS AND SHALL BE RED IN COLOR WITH SILVER NOZZLE CAPS AND OPERATING NUT. HYDRANTS SHALL BE MULLER CENTURION A423 MATCHING THE VILLAGE'S STANDARD DETAIL.

THE FIRE DEPARTMENT CONNECTION (FDC) SHALL CONFORM TO THE "VILLAGE SPECIFICATIONS." THE FDC SHALL HAVE ONE (1) FIVE INCH (5") STORGE CONNECTION WHICH SHALL BE LABELED "AUTO SPRINK." THE BOTTOM OF THE STORGE CONNECTION SHALL BE TWENTY FOUR INCHES (24") ABOVE FINISHED GRADE. THE FDC SHALL BE LOCATED A MAXIMUM OF FIVE FEET (5') FROM THE ADJACENT HYDRANT AND A MAXIMUM OF FIVE FEET (5') FROM THE PAVEMENT. THE FDC SHALL BE INSTALLED WITH A CHECK VALVE WITH BALL CRIP. THE CHECK VALVE SHALL BE CONTAINED WITHIN A VAULT CONSISTING OF A MINIMUM FORTY-TWO INCH (42") DIAMETER MANHOLE. THE VAULT SHALL BE SET ON A MINIMUM OF FOUR INCHES (4") OF #4 STONE AND SHALL BE INSTALLED WITH A NENAH R-1756-F3 FROSTWATER-TIGHT FRAME AND SOLID LID.

### STORM WATER MAINTENANCE PLAN

THE STORM WATER DRAINAGE (WATER QUALITY SYSTEM) BEING INSTALLED AS PART OF THIS DEVELOPMENT SHALL BE INSPECTED ON A SEMIANNUAL BASIS.

AS PART OF THE INSPECTION, ANY SILT, SEDIMENT OR DEBRIS BUILT UP ON THE BOTTOM OF THE STRUCTURE SHALL BE REMOVED AND DISPOSED OF.

IF EXCESSIVE AMOUNTS OF SEDIMENT ARE PRESENT, THE MAINTENANCE SCHEDULE SHALL BE ADJUSTED ACCORDINGLY OR A PAVEMENT SWEEPING PROGRAM ESTABLISHED TO MINIMIZE THE SEDIMENT LOADING ENTERING THE STORM WATER DRAINAGE/WATER QUALITY SYSTEM.

THE PROPERTY OWNER IS ULTIMATELY RESPONSIBLE FOR ENSURING THAT THE STORM WATER LEAVING THE SITE IS AS CLEAN AS PRACTICABLE.

### PUBLIC UTILITY NOTES

TELEPHONE SERVICE INSTALLATION TO BE COORDINATED WITH THE ELECTRICAL SERVICE.

ELECTRICAL SERVICE TO BE COORDINATED WITH WE ENERGIES. EXACT LOCATION OF THE SERVICE ENTRANCE / METER TO BE COORDINATED WITH WE ENERGIES, THE MECHANICAL DESIGNER AND THE ARCHITECT.

SIX (6) INCH CONCRETE FILLED STEEL PIPE BOLLARDS SHALL BE INSTALLED TWO (2) FEET OUTWARD OF THE ELECTRICAL TRANSFORMER PAD AT FOUR (4) FOOT MAXIMUM SPACING MAKING SURE THAT THE BOLLARDS DO NOT INTERFERE WITH THE TRANSFORMER DOOR.

### UTILITY COORDINATION

THE EXACT LOCATION OF THE SANITARY SEWER LATERAL, DOMESTIC WATER LINE, FIRE PROTECTION LEAD, NATURAL GAS SERVICE, ELECTRIC, AND PHONE LINES (AS THEY ENTER THE BUILDING) SHALL BE PER THE ARCHITECTURAL OR MECHANICAL DRAWINGS.

TELEPHONE CABLE, ELECTRIC SERVICE, ELECTRIC TRANSFORMER, NATURAL GAS MAIN AND GAS METER TO BE INSTALLED BY WE-ENERGIES. CONTRACTOR TO PROVIDE ALL NECESSARY COORDINATION.

### FIRE PROTECTION NOTES

SIZING AND PERMITTING FOR THE FIRE PROTECTION MAIN SHALL BE COMPLETED BY A LICENSED WISCONSIN FIRE PROTECTION DESIGNER. THE CONTRACTOR SHALL CONFIRM THAT THE 6" WATER SERVICE PROPOSED MEETS THE REQUIRED FIRE PROTECTION DEMAND.

### Utility Note

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL "DIGGERS HOTLINE" PRIOR TO ANY CONSTRUCTION.

PHASE 1 UTILITY CONNECTIONS



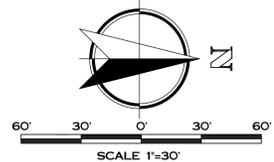
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PLEASANT PRAIRIE, WISCONSIN

THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

9651 PRAIRIE RIDGE BOULEVARD  
STORM SEWER UTILITY PLAN



EXISTING UTILITY DATA

Table with columns for utility type (STM, CB, DB, etc.), location (RIM, IE, etc.), and elevation data.

STORM SEWER DESIGN

Table listing storm sewer pipe segments (P-1 to P-26) with details on pipe size, material, length, and slope.

Table listing manholes, building stubs, and junctions with their respective elevations and pipe connections.

PRIVATE STORM SEWER DESIGN CALCULATIONS

Table showing calculations for pipe flow, velocity, and capacity for various pipe segments.

Roof Drain Note

ALL ROOF DRAINS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM AS SHOWN.

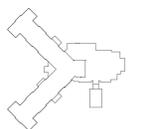
Utility Note

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE...

STORM SEWER UTILITY PLAN

Revision table with columns for NO., DESCRIPTION, and DATE.

KEY PLAN



SIGNATURE

Approval table with columns for DRAWN BY, APPROVED BY, JOB NO., and DATE.

C-1.07



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PLEASANT PRAIRIE, WI 53158

THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

SOUTH LANDSCAPE PLAN

9651 PRAIRIE RIDGE BLVD.

NO.	DESCRIPTION	DATE
100%	DD OWNER REVIEW	05-09-14
95%	CD REVIEW	07-31-14

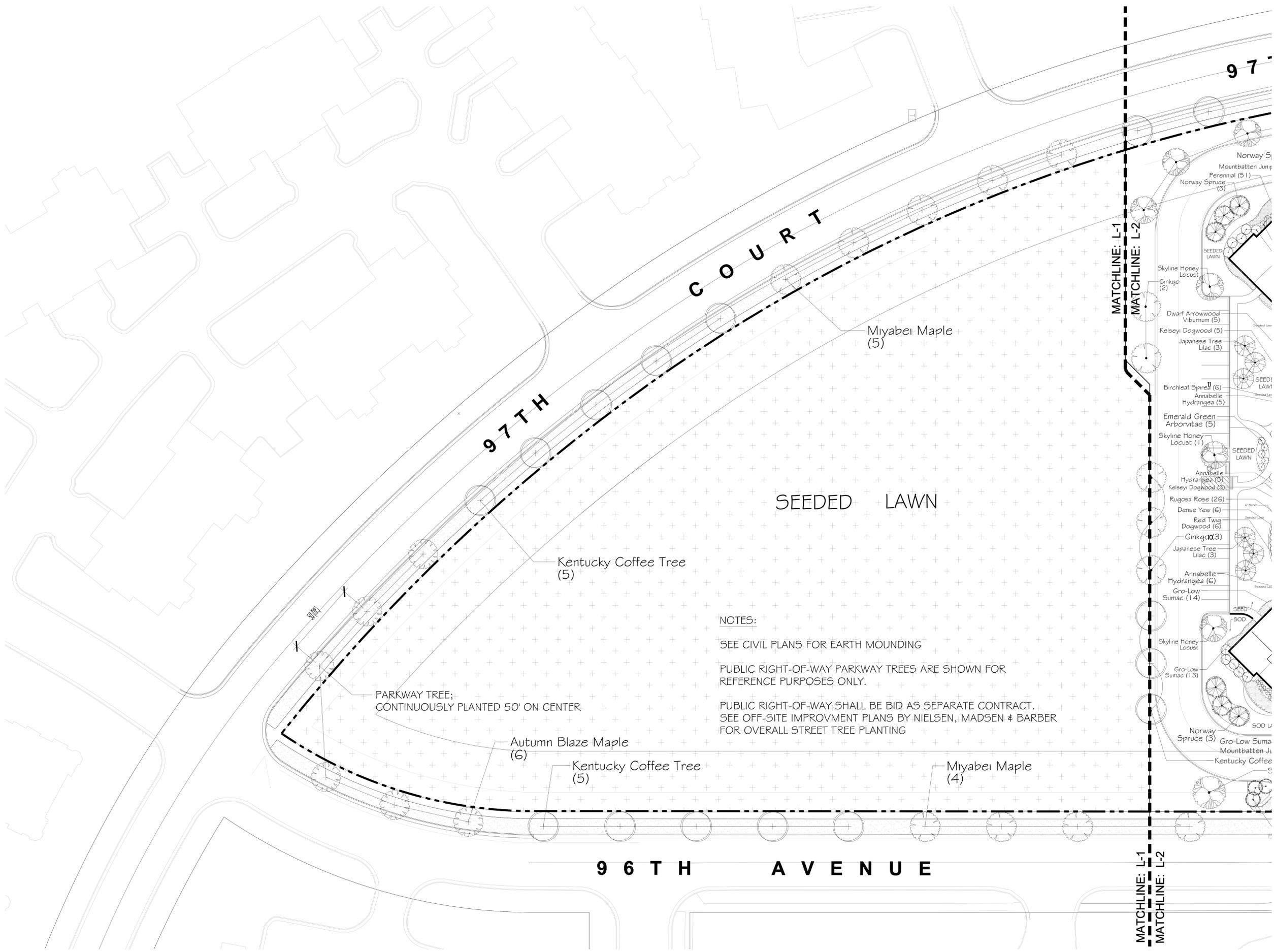
KEY PLAN

SIGNATURE

DRAWN BY	APPROVED BY
DF	NP
JOB NO.	DATE
13001	03-01-2014
SHEET NO.	

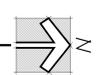
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NOTES:  
 SEE CIVIL PLANS FOR EARTH MOUNDING  
 PUBLIC RIGHT-OF-WAY PARKWAY TREES ARE SHOWN FOR REFERENCE PURPOSES ONLY.  
 PUBLIC RIGHT-OF-WAY SHALL BE BID AS SEPARATE CONTRACT. SEE OFF-SITE IMPROVMENT PLANS BY NIELSEN, MADSEN & BARBER FOR OVERALL STREET TREE PLANTING

**SOUTH LANDSCAPE PLAN**  
SCALE: 1" = 20'-0"



\* SEE SHEET L-2 FOR PLANT SCHEDULES



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THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

NORTH LANDSCAPE PLAN

9651 PRAIRIE RIDGE BLVD.

NO.	DESCRIPTION	DATE
90% CD REVIEW		08-09-14
95% CD REVIEW		07-31-14

KEY PLAN

SIGNATURE

DRAWN BY	APPROVED BY
DF	NP
JOB NO.	DATE
13001	03-01-2014
SHEET NO.	

L-2

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PUBLIC R.O.W. PLANT SCHEDULE:

SHADE TREES:	QTY:	COMMON NAME / BOTANICAL NAME:	SIZE:
	6	Autumn Blaze Maple / Acer freemanii 'Autumn Blaze'	2' cal.
	9	Myabei Maple / Acer miyabei 'State Street'	2' cal.
	15	Existing canopy tree	2' cal.
	2	Princeton Sentry Ginkgo / Ginkgo biloba 'Princeton Sentry'	2' cal.
	14	Kentucky Coffee Tree / Gymnocladus dioica	2' cal.
	10	Accolade Elm / Ulmus x 'Morton Accolade'	2' cal.
GROUND COVER:	QTY:	COMMON NAME / BOTANICAL NAME:	SIZE & SPACING:
	40	Gro-Low Sumac / Rhus aromatica 'Gro-Low'	#3 cont. @ 30' o.c.
	20,982 sf	Sod Lawn	

PROPERTY PLANT SCHEDULE::

SHADE TREES:	QTY:	COMMON NAME / BOTANICAL NAME:	SIZE:
	5	Ginkgo / Ginkgo biloba	2' cal.
	21	Skyline Honey Locust / Gleditsia triacanthos 'Skyline'	2' cal.
	3	Kentucky Coffee Tree / Gymnocladus dioica	2' cal.
	9	London Plane Tree / Platanus x acerifolia	2' cal.
	4	Greenspire Littleleaf Linden / Tilia cordata 'Greenspire'	2' cal.
ORNAMENTAL TREES:	QTY:	COMMON NAME / BOTANICAL NAME:	SIZE:
	9	European Alder / Alnus glutinosa	6' ht.
	5	Shadblow Serviceberry / Amelanchier canadensis	6' ht.
	13	Eastern Redbud / Cercis canadensis	6' ht.
	3	Cornelian Cherry Dogwood / Cornus mas	6' ht.
	4	Charitcleer Pear / Pyrus calleryana 'Charitcleer'	6' ht.
	6	Japanese Tree Lilac / Syringa reticulata	6' ht.
EVERGREEN TREES:	QTY:	COMMON NAME / BOTANICAL NAME:	SIZE:
	22	Mountain Juniper / Juniperus chinensis 'Mountain'	6' ht.
	36	Norway Spruce / Picea abies	6' ht.
	6	Black Hills Spruce / Picea glauca 'Densata'	6' ht.
	12	Colorado Green Spruce / Picea pungens 'Colorado Green'	6' ht.
	19	Lumber Pine / Pinus strobus	6' ht.
	5	Emerald Green Arborvitae / Thuja occidentalis 'Emerald'	6' ht.
SHRUBS:	QTY:	COMMON NAME / BOTANICAL NAME:	SIZE:
	6	Summersweet / Clethra alnifolia 'Hummingbird'	24" ht.
	24	Red Twig Dogwood / Cornus sericea	36" ht.
	19	Kelsey Dogwood / Cornus sericea 'Kelsey'	24" ht.
	23	Compact Burning Bush / Euonymus alatus 'Compactus'	36" ht.
	21	Dwarf Fothergilla / Fothergilla gardenii	36" ht.
	46	Annabelle Hydrangea / Hydrangea arborescens 'Annabelle'	5 gal.
	16	Tardiva Hydrangea / Hydrangea paniculata 'Tardiva'	36" ht.
	10	Broadmoor Juniper / Juniperus sabina 'Broadmoor'	24" ht.
	9	Alpine Currant / Ribes alpinum	24" ht.
	28	Green Mound Alpine Currant / Ribes alpinum 'Green Mound'	18" ht.
	31	Rugosa Rose / Rosa rugosa	24" ht.
	16	Birchleaf Spirea / Spirea betulifolia 'Tor'	24" ht.
	18	Dwarf Korean Lilac / Syringa meyeri 'Palibin'	24" ht.
	8	Miss Kim Lilac / Syringa palata 'Miss Kim'	36" ht.
	27	Dense Yew / Taxus x media	24" ht.
	28	Hicks Yew / Taxus x media 'Hicksii'	36" ht.
	26	Arrowwood Viburnum / Viburnum dentatum 'Arrowwood'	36" ht.
GROUND COVER:	QTY:	COMMON NAME / BOTANICAL NAME:	SIZE & SPACING:
	39	Annual Mix / Seasonal Color / Annuals Mix / Seasonal Color	2.25' pot @ 24" o.c.
	549	Pachysandra / Pachysandra terminalis 'Green Carpet'	2.25' pot @ 18" o.c.
	489	Perennial / Perennial	#1 cont. @ 18" o.c.
	295	Gro-Low Sumac / Rhus aromatica 'Gro-Low'	#3 cont. @ 30' o.c.
ORNAMENTAL GRASS:	QTY:	COMMON NAME / BOTANICAL NAME:	SIZE & SPACING:
	54	Hamel Dwarf Fountain Grass / Pennisetum alopecuroides 'Hamel'	#1 cont. @ 18" o.c.

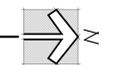
97TH

COURT

PRAIRIE RIDGE BOULEVARD

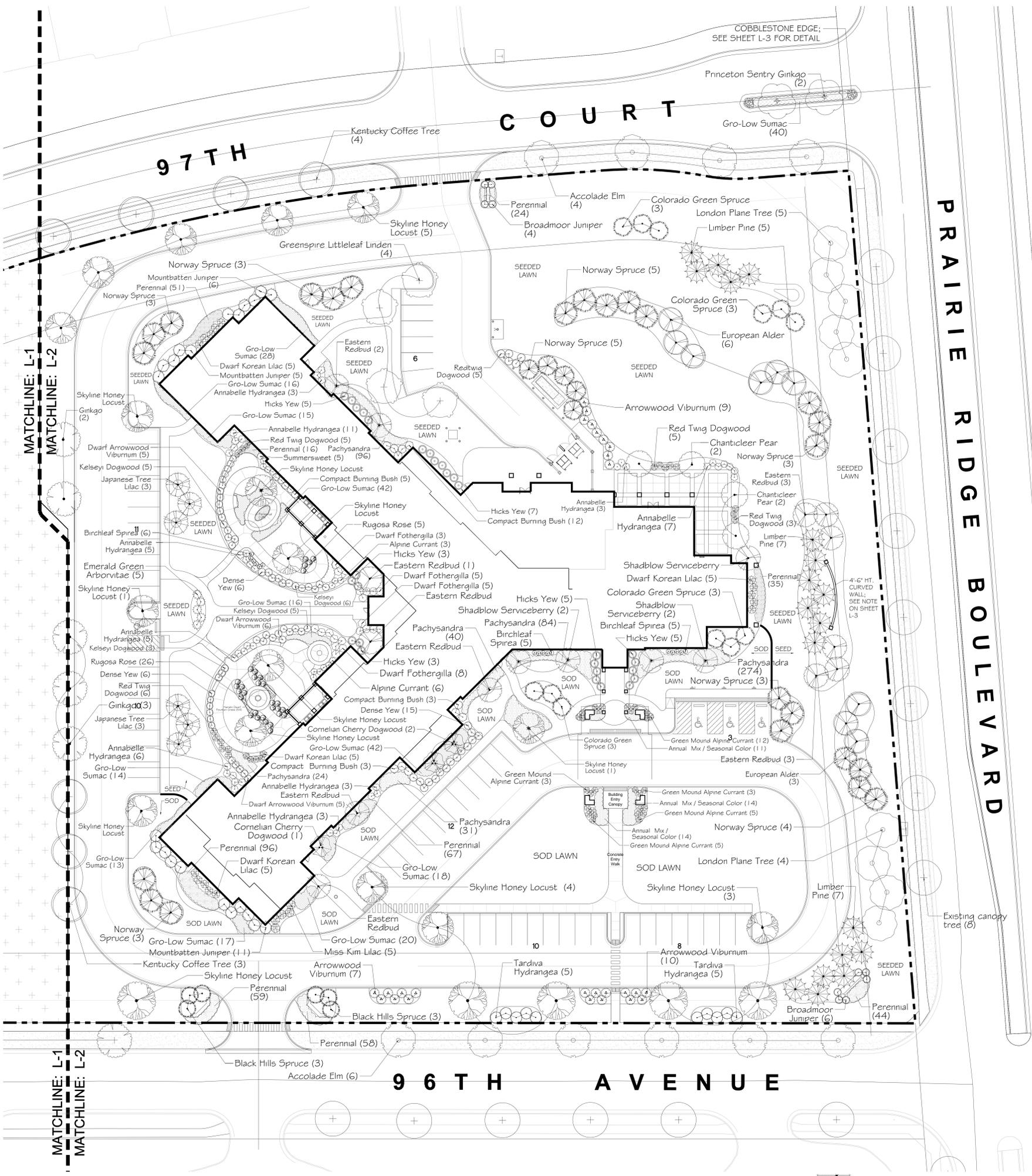
96TH AVENUE

NORTH LANDSCAPE PLAN  
SCALE: 1" = 20'-0"



MATCHLINE: L-1  
MATCHLINE: L-2

MATCHLINE: L-1  
MATCHLINE: L-2







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ARCHITECTS

PLEASANT PRAIRIE, WI 53158

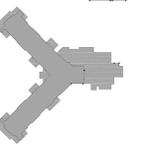
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AN ASSISTED LIVING FACILITY**

SITE PLAN

9651 PRAIRIE RIDGE BLVD.

NO.	DESCRIPTION	DATE
100%	DD OWNER REVIEW	05-09-14
95%	CD REVIEW	07-31-14

KEY PLAN

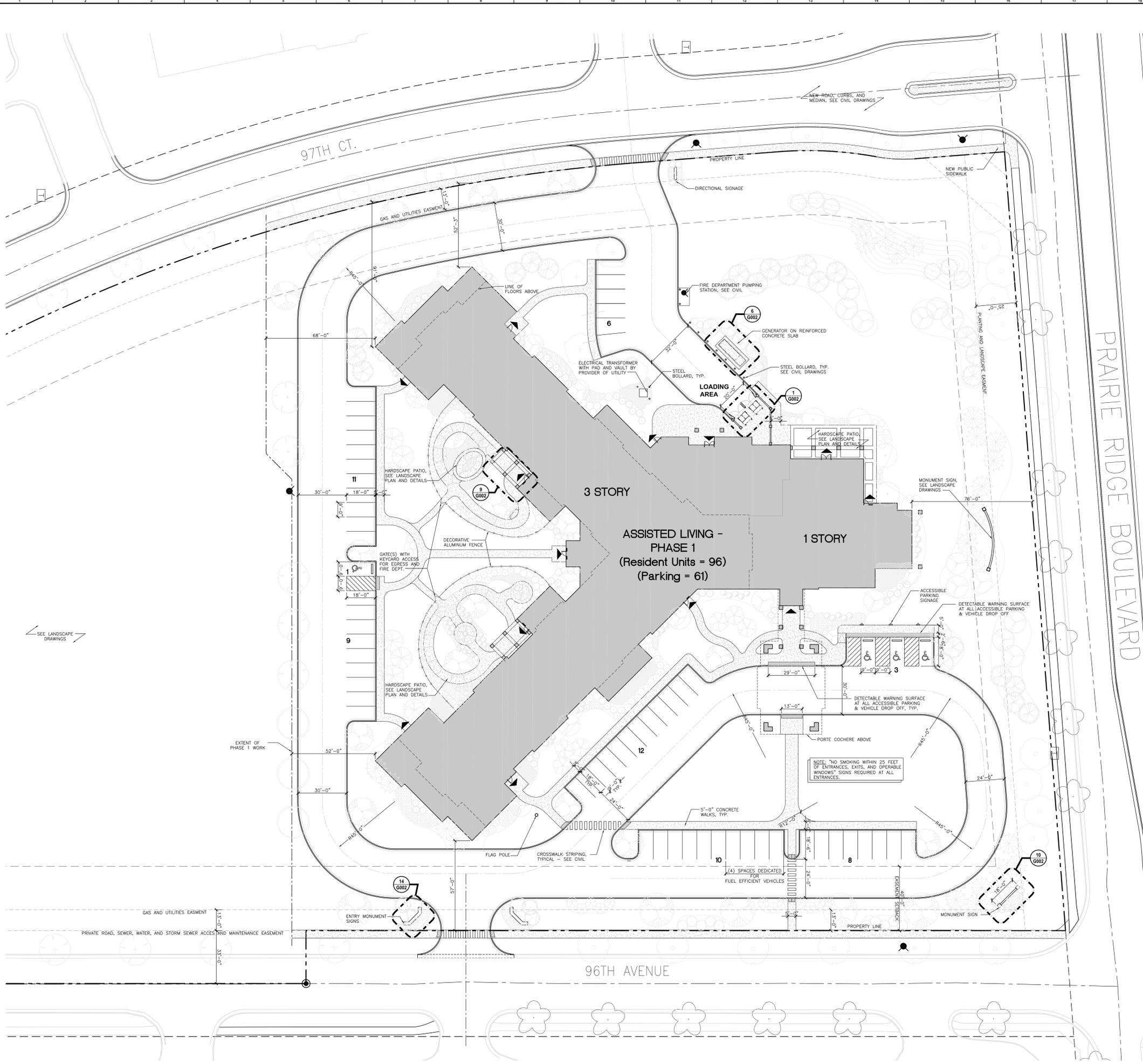


SIGNATURE

DRAWN BY: J.L. AW  
APPROVED BY: S.E.S.  
JOB NO.: 13001  
DATE: 03-01-2014  
SHEET NO.

**G001**

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NOTES:	SITE LEGEND
1. ENSURE DETECTABLE WARNING AT ALL DEPRESSED CURBS AND PEDESTRIAN CROSS WALKS, REFER TO CIVIL FOR DETAILS	INGRESS/EGRESS
	DETECTABLE WARNING SEE CIVIL-TYP.
	NEW CONC. WORK
	MASONRY CONSTRUCTION SEE SITE DETAILS
	GATE FOR ENCLOSURE OR FENCE, SEE SITE DETAILS
	STEEL BOLLARD, TYPICAL
	LINE OF BUILDING ABOVE
	NEW FENCE
	HANDICAP PARKING, TYPICAL
	HANDICAP PARKING STRIPING
	PROPERTY LINE
	SETBACK LINE
	NEW SITE LIGHTING
	NEW SITE SIGNAGE, SEE ALSO CIVIL
	CONCRETE WHEEL STOP
	NEW CONCRETE CURB, SEE CIVIL DRAWINGS FOR DETAILS
	SEE LANDSCAPE PLANS
	FIRE HYDRANT
	DETAIL TAG

**1 SITE PLAN**  
SCALE: 1"=20'-0"  
N



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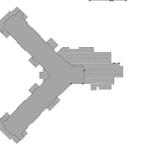
PLEASANT PRAIRIE, WI 53158

THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

9651 PRAIRIE RIDGE BLVD.

NO.	DESCRIPTION	DATE
100%	DD OWNER REVIEW	05-09-14
95%	CD REVIEW	07-31-14

KEY PLAN

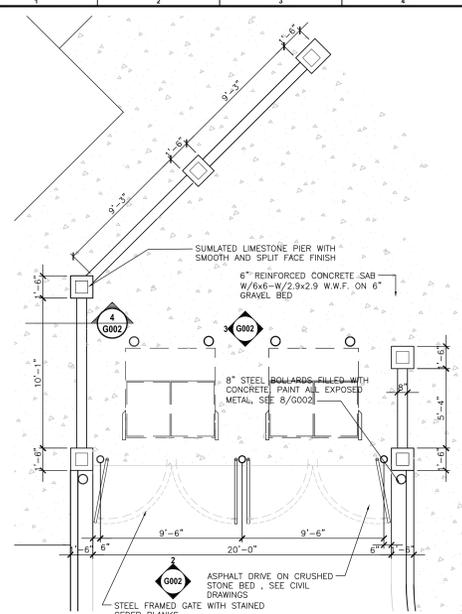


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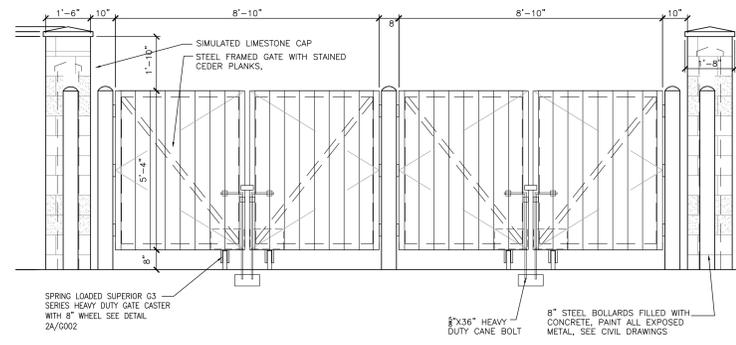
DRAWN BY	APPROVED BY
BL	S.E.S.
JOB NO.	DATE
13001	03-01-2014
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**G002**

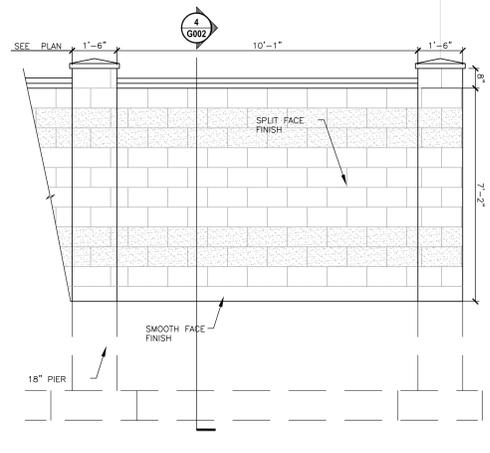
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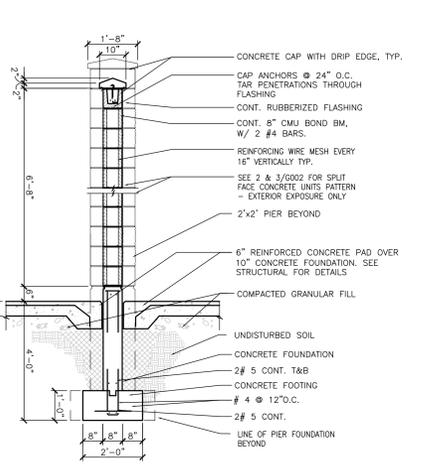
**1 TRASH ENCLOSURE PLAN**  
SCALE: 1/4"=1'-0"



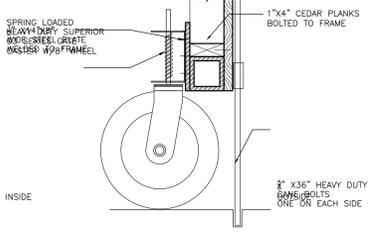
**2 TRASH ENCLOSURE GATE ELEVATION**  
SCALE: 1/2"=1'-0"



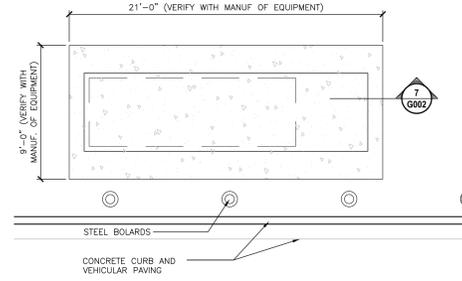
**3 TRASH ENCLOSURE ELEVATION**  
SCALE: 1/2"=1'-0"



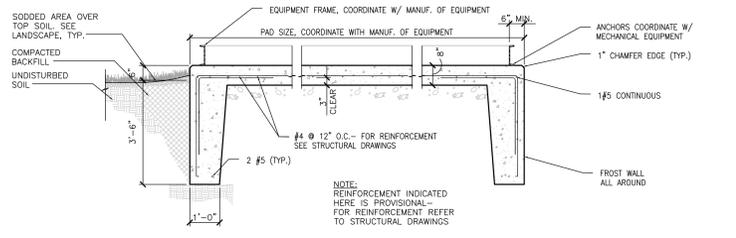
**4 WALL SECTION**  
SCALE: 1/2"=1'-0"



**5 GATE CASTER DETAIL**  
SCALE: 3"=1'-0"

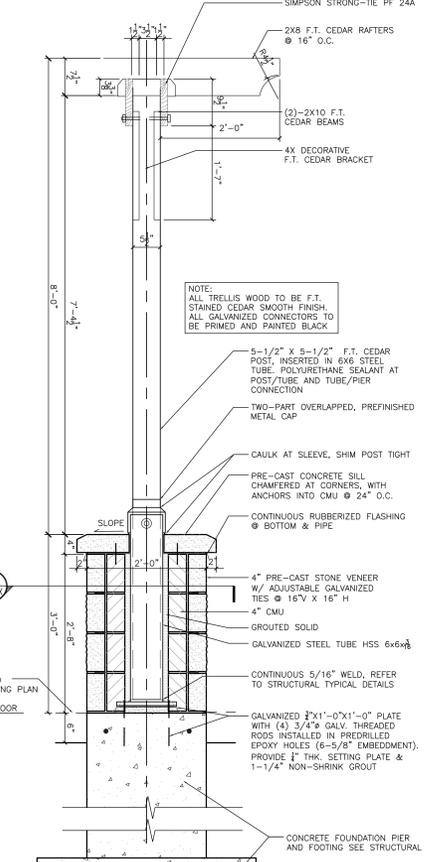


**6 GENERATOR PAD PLAN**  
SCALE: 1/4"=1'-0"

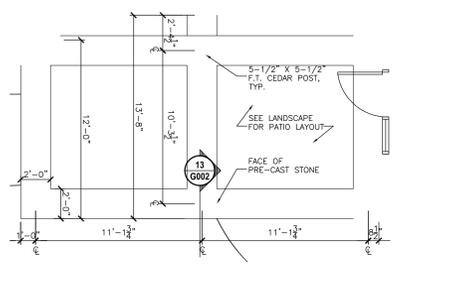


**7 GENERATOR PAD SECTION**  
SCALE: 1/4"=1'-0"

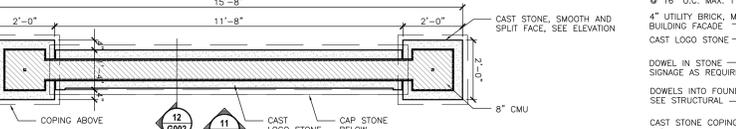
**8 NOT USED**  
SCALE: 1/4"=1'-0"



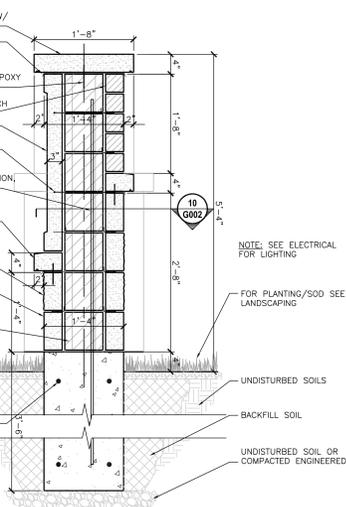
**13 TRELLIS DETAIL**  
SCALE: 1/4"=1'-0"



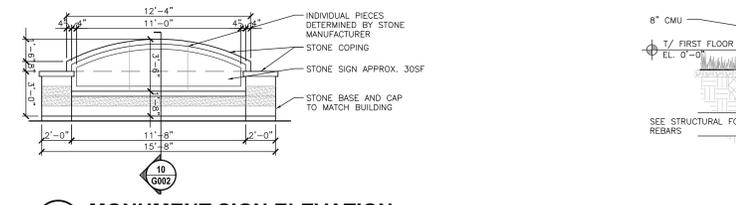
**9 PATIO PLAN**  
SCALE: 1/4"=1'-0"



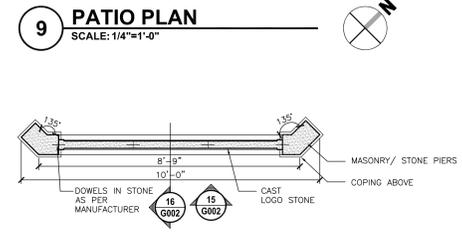
**10 MONUMENT SIGN PLAN SECTION**  
SCALE: 1/2"=1'-0"



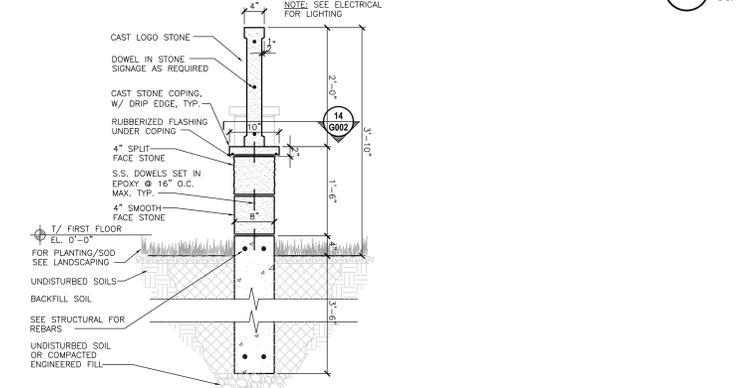
**12 MONUMENT SIGN SECTION**  
SCALE: 1"=1'-0"



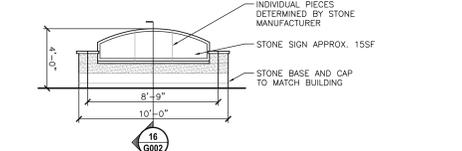
**11 MONUMENT SIGN ELEVATION**  
SCALE: 1/4"=1'-0"



**14 SIGN PLAN SECTION**  
SCALE: 1/4"=1'-0"



**16 SIGN SECTION**  
SCALE: 1/4"=1'-0"



**15 SIGN ELEVATION**  
SCALE: 1/4"=1'-0"









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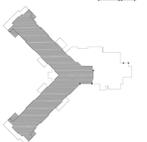
**THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY**

**TYPICAL UPPER FLOOR PLAN**

9651 PRAIRIE RIDGE BLVD.

NO.	DESCRIPTION	DATE
100%	DD OWNER REVIEW	05-09-14
95%	CD REVIEW	07-31-14

KEY PLAN



SIGNATURE

DRAWN BY APPROVED BY

JL, AW S.E.S.

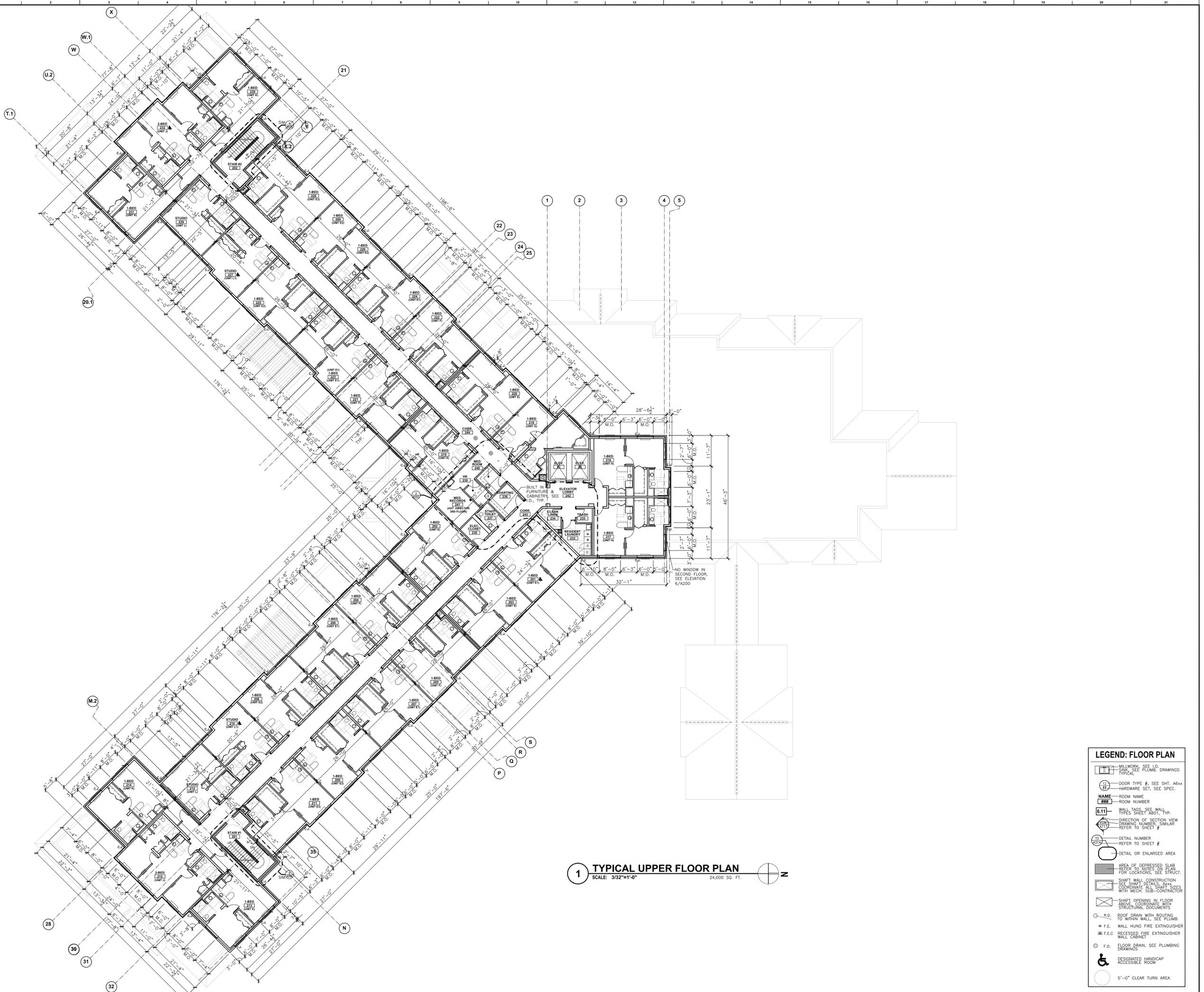
JOB NO. DATE

13001 03-01-2014

SHEET NO.

**A102**

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**1 TYPICAL UPPER FLOOR PLAN**  
SCALE: 3/32"=1'-0" 24,000 SQ. FT.

**LEGEND: FLOOR PLAN**

- MILLWORK, SEE I.D. S.W. SEE PLUMB. DRAWINGS TYPICAL
- DOOR TYPE #, SEE SHT. A6xx HARDWARE SET, SEE SPEC.
- ROOM NAME
- ROOM NUMBER
- WALL TAGS, SEE WALL TYPES SHEET A601, TYP.
- DIRECTION OF SECTION VIEW DRAWING NUMBER, SIMILAR REFER TO SHEET #
- DETAIL NUMBER REFER TO SHEET #
- DETAIL OR ENLARGED AREA
- AREA OF DEPRESSIONED SLAB REFER TO NOTES ON PLAN FOR LOCATIONS, SEE STRUCT.
- SHAFT WALL CONSTRUCTION SEE SHAFT DETAILS, A6xx COORDINATE ALL SHAFT SIZES WITH MECH. SUB-CONTRACTOR
- SHAFT OPENING IN FLOOR ABOVE, COORDINATE WITH STRUCTURAL DOCUMENTS
- R.D. ROOF DRAIN WITH ROUTING TO WITHIN WALL, SEE PLUMB.
- F.E. WALL HUNG FIRE EXTINGUISHER
- F.E.C. RECESSED FIRE EXTINGUISHER WALL CABINET
- F.D. FLOOR DRAIN, SEE PLUMBING DRAWINGS
- DESIGNATED HANDICAP ACCESSIBLE ROOM
- 5'-0" CLEAR TURN AREA





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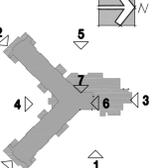
THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

ELEVATIONS

9651 PRAIRIE RIDGE BLVD.

NO. DESCRIPTION DATE  
100% DD OWNER REVIEW 05-09-14  
95% CD REVIEW 07-31-14

KEY PLAN



SIGNATURE

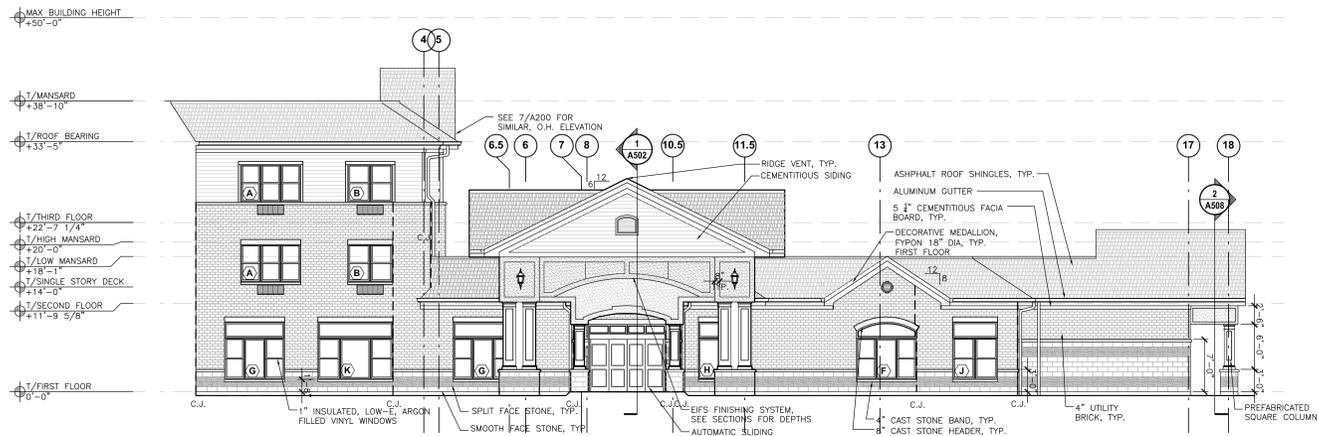
DRAWN BY APPROVED BY  
AW, BA S.E.S.

JOB NO. DATE  
13001 03-01-2014

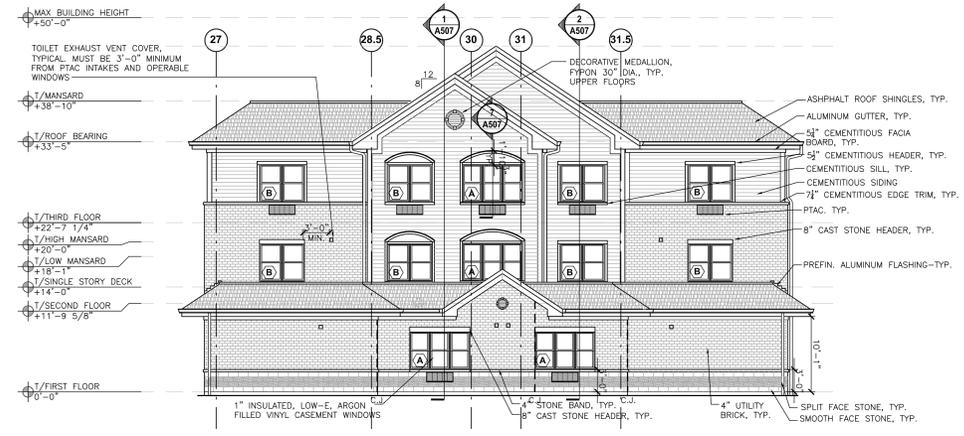
SHEET NO.

**A200**

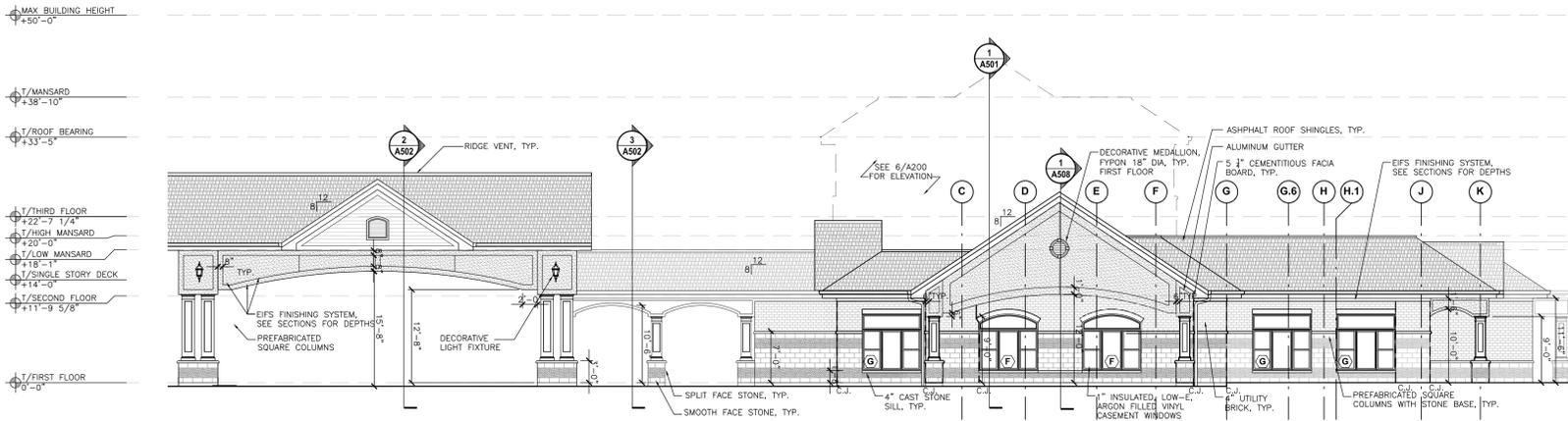
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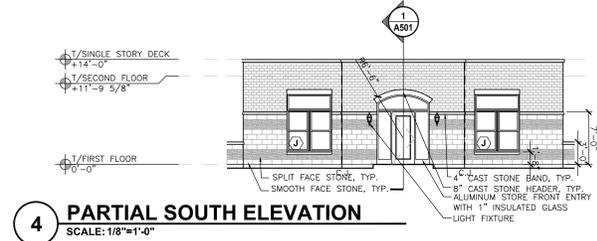
**1 EAST ELEVATION**  
SCALE: 1/8"=1'-0"



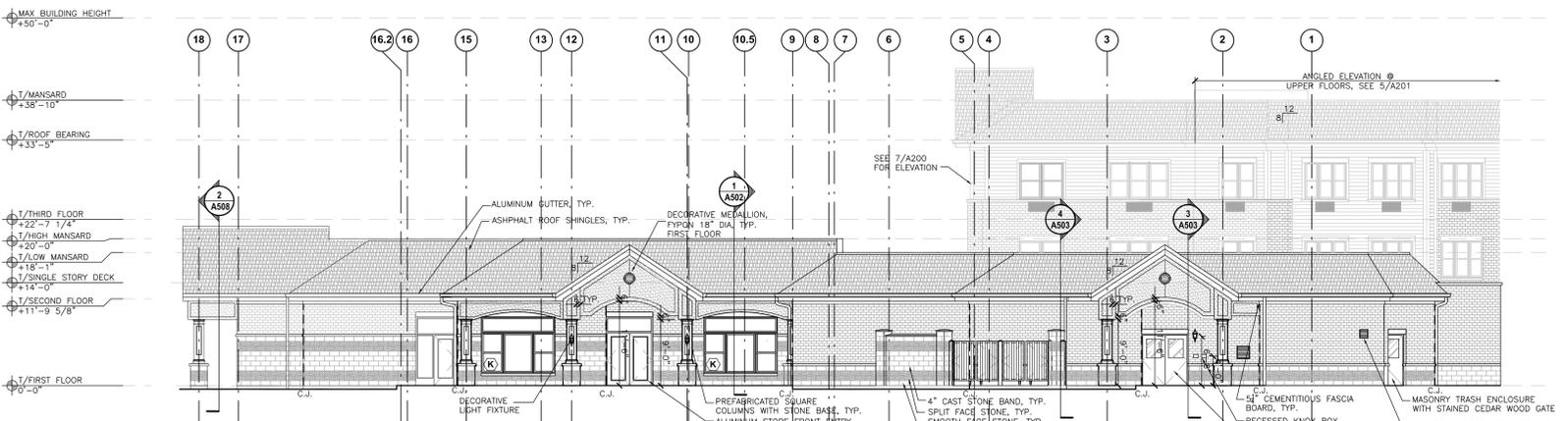
**2 SOUTHEAST ELEVATION**  
SCALE: 1/8"=1'-0"  
SOUTHWEST ELEV. SIM., OPPOSITE HAND



**3 NORTH ELEVATION**  
SCALE: 1/8"=1'-0"



**4 PARTIAL SOUTH ELEVATION**  
SCALE: 1/8"=1'-0"





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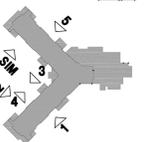
THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

ELEVATIONS

9651 PRAIRIE RIDGE BLVD.

NO.	DESCRIPTION	DATE
100%	DD OWNER REVIEW	05-09-14
95%	CD REVIEW	07-31-14

KEY PLAN



SIGNATURE

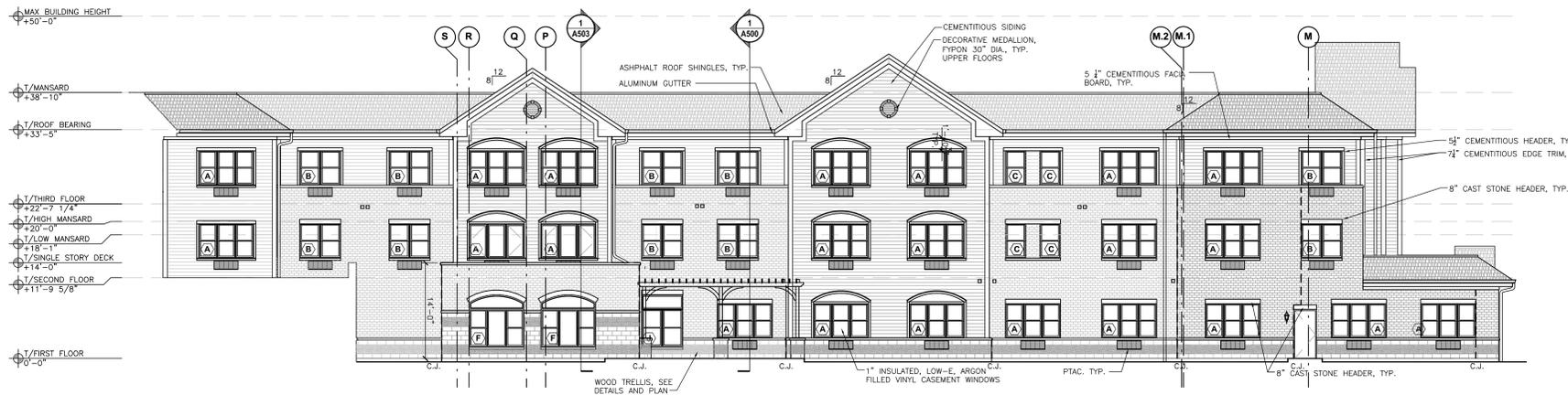
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13001	03-01-2014
SHEET NO.	

**A201**

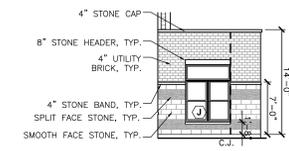
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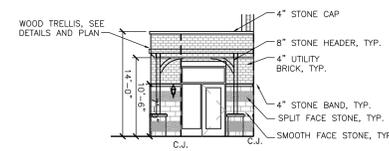
**1 NORTHEAST ELEVATION**  
SCALE: 1/8"=1'-0"



**2 SOUTHWEST ELEVATION**  
SCALE: 1/8"=1'-0"



**3 NORTHWEST ELEVATION**  
SCALE: 1/8"=1'-0"

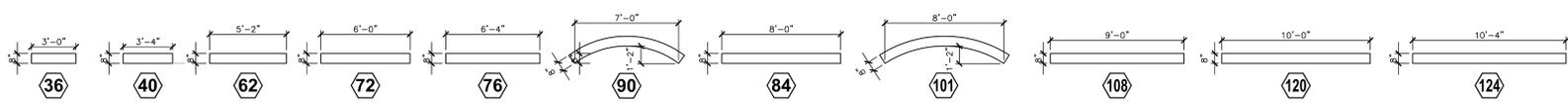


**4 SOUTHEAST ELEVATION**  
SCALE: 1/8"=1'-0"



**5 SOUTHWEST ELEVATION**  
SCALE: 1/8"=1'-0"

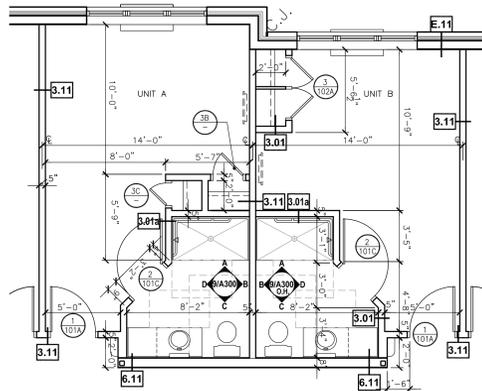
**LINTEL SCHEDULE**



**GENERAL NOTES:**

1. ALL WINDOW R.O. TO BE VERIFIED IN FIELD
2. SEE PLANS FOR WALL TYPE
3. PROVIDE NAILING BUCK LOCATIONS AND COORDINATE ANCHORAGE AT MASONRY WALLS AS RECOMMENDED BY MANUFACTURER. ALSO SEE SPECIFICATIONS.

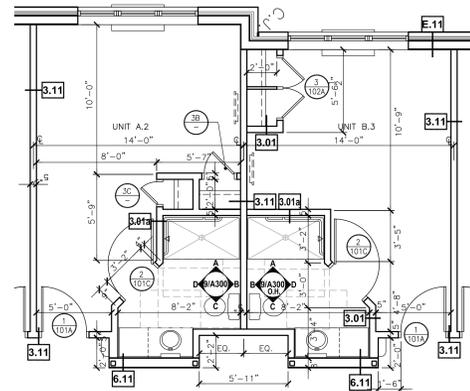
# MEMORY SUPPORT UNIT TYPES



**1 MS STUDIO UNIT 'A'** **MS STUDIO UNIT 'B'**  
SCALE: 1/4"=1'-0"

MS UNIT A FLOOR 1	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. 8%	ACTUAL (SF)	REQ'D. 4%
STUDIO	210	27.9	13.3%	14.4	6.8%
TOTAL UNIT AREA	328				

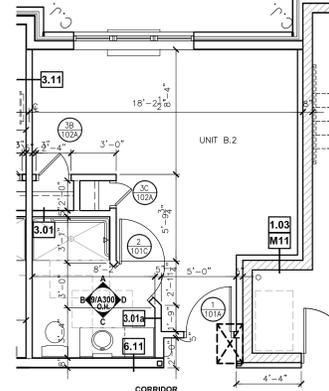
MS UNIT B FLOOR 1	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. 8%	ACTUAL (SF)	REQ'D. 4%
STUDIO	198	27.9	14.1%	14.4	7.3%
TOTAL UNIT AREA	300				



**2 MS STUDIO UNIT 'A.2'** **MS STUDIO UNIT 'B.3'**  
SCALE: 1/4"=1'-0"

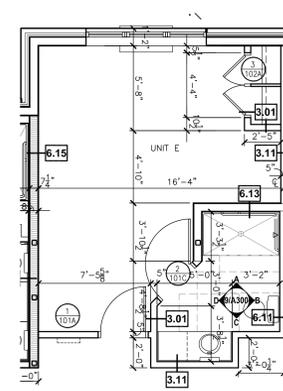
MS UNIT A.2 FLOOR 1	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. 8%	ACTUAL (SF)	REQ'D. 4%
STUDIO	210	27.9	13.3%	14.4	6.8%
TOTAL UNIT AREA	328				

MS UNIT B.3 FLOOR 1	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. 8%	ACTUAL (SF)	REQ'D. 4%
STUDIO	198	27.9	14.1%	14.4	7.3%
TOTAL UNIT AREA	300				



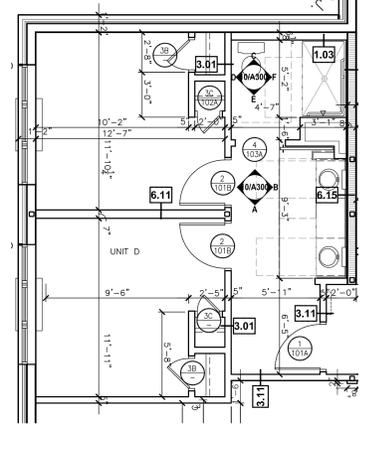
**3 MS STUDIO UNIT 'B.2'**  
SCALE: 1/4"=1'-0"

MS UNIT A FLOOR 1	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. 8%	ACTUAL (SF)	REQ'D. 4%
STUDIO	239	27.9	11.7%	14.4	6.0%
TOTAL UNIT AREA	360				



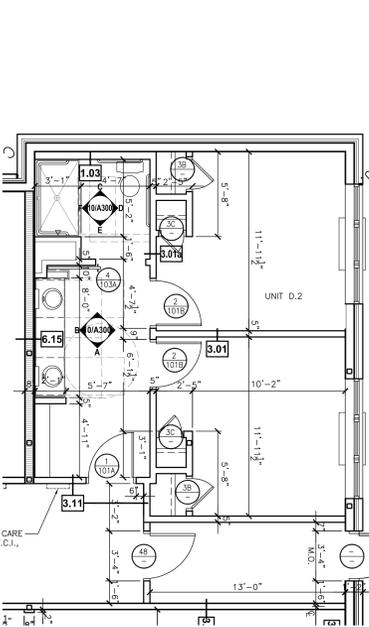
**4 MS STUDIO UNIT 'E'**  
SCALE: 1/4"=1'-0"

MS UNIT E FLOOR 1	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. 8%	ACTUAL (SF)	REQ'D. 4%
STUDIO	240	27.9	11.6%	14.4	6%
TOTAL UNIT AREA	360				



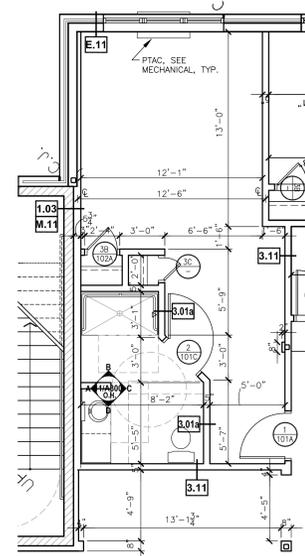
**5 MS SHARED UNIT 'D'**  
SCALE: 1/4"=1'-0"

MS UNIT D FLOOR 1	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. 8%	ACTUAL (SF)	REQ'D. 4%
BEDROOM 1	124	27.9	22.5%	14.4	11.6%
BEDROOM 2	124	27.9	22.5%	14.4	11.6%
TOTAL UNIT AREA	530				



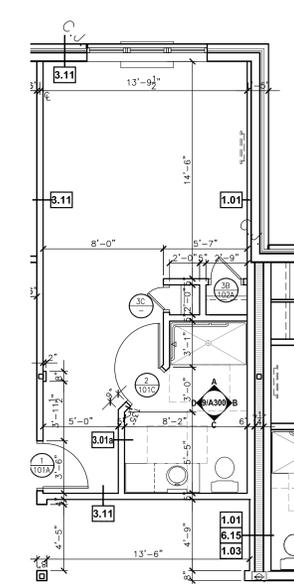
**6 MS SHARED UNIT 'D.2'**  
SCALE: 1/4"=1'-0"

MS UNIT D.2 FLOOR 1	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. 8%	ACTUAL (SF)	REQ'D. 4%
BEDROOM 1	124	27.9	22.5%	14.4	11.6%
BEDROOM 2	124	27.9	22.5%	14.4	11.6%
TOTAL UNIT AREA	530				



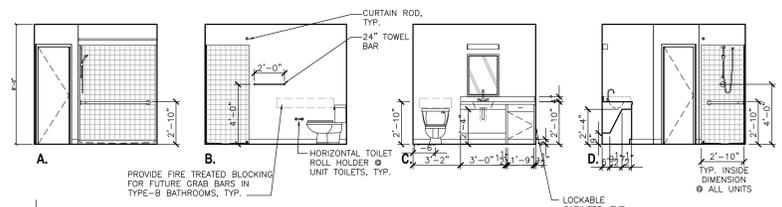
**7 MS STUDIO UNIT 'C'**  
SCALE: 1/4"=1'-0"

MS UNIT C FLOOR 1	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. 8%	ACTUAL (SF)	REQ'D. 4%
STUDIO	270	27.9	10.3%	14.4	5.3%
TOTAL UNIT AREA	414				

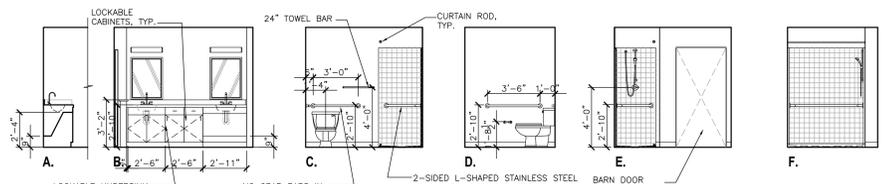


**8 MS STUDIO UNIT 'C.2'**  
SCALE: 1/4"=1'-0"

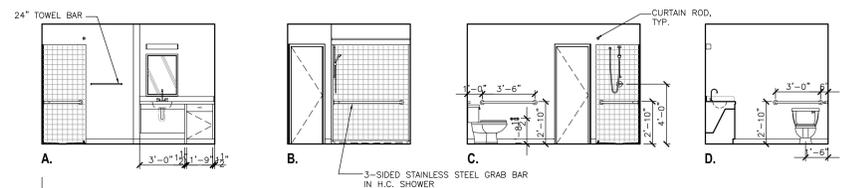
MS UNIT C.2 FLOOR 1	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. 8%	ACTUAL (SF)	REQ'D. 4%
STUDIO	290	27.9	9.6%	14.4	4.9%
TOTAL UNIT AREA	328				



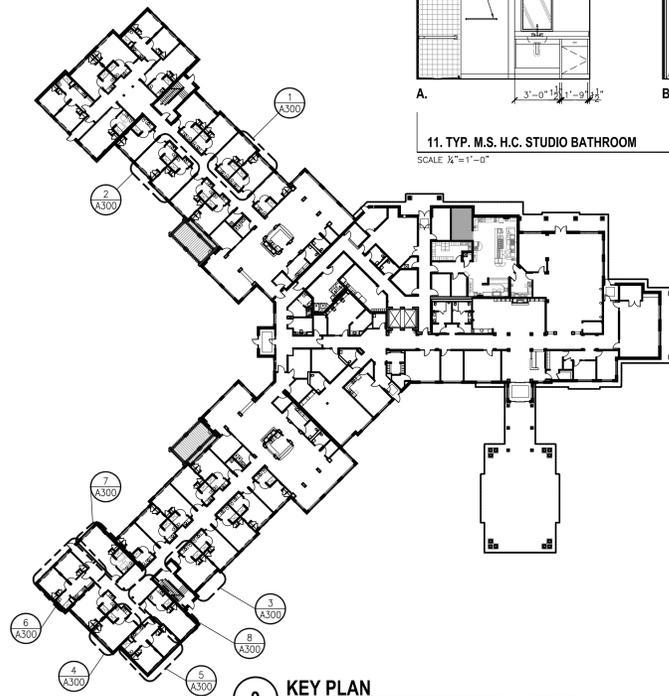
**9. TYP. M.S. TYPE B' STUDIO BATHROOM**  
SCALE 1/4"=1'-0"



**10. MS SHARED H.C. UNIT BATHROOM**  
SCALE 1/4"=1'-0"



**11. TYP. M.S. H.C. STUDIO BATHROOM**  
SCALE 1/4"=1'-0"



**9 KEY PLAN**  
SCALE: 1/32"=1'-0"

## MS GENERAL NOTES:

- PROVIDE (1) 1/2 DUPLEX  
3 LED NIGHT LIGHT NEAR  
ENTRY - COORDINATE W/  
ELEC. DWGS., TYP.
- PROVIDE IN WALL BLOCKING  
FOR FUTURE GRAB BARS IN ALL  
M.S. AND A.L. UNITS.

## LEGEND: FLOOR PLAN

- MILLWORK - SEE I.D.
- DOOR TYPE # - SEE SHT. A6xx
- HARDWARE SET, SEE SPEC.
- NAME - ROOM NAME
- ROOM NUMBER
- 6.11 - WALL TAGS - SEE WALL TYPES SHEET A6.1, TYP.
- DIRECTION OF SECTION VIEW FOR FUTURE GRAB BARS IN ALL M.S. AND A.L. UNITS. REFER TO SHEET #
- 6.15 - DETAIL NUMBER - REFER TO SHEET #
- 6.11 - DETAIL OR ENLARGED AREA
- AREA OF DEPRESSIONED SLAB - REFER TO NOTES ON PLAN FOR LOCATIONS. SEE STRUCT.
- SHAFT WALL CONSTRUCTION - SEE SHAFT DETAILS A6.1. COORDINATE ALL SHAFT SIZES WITH MECH. SUB-CONTRACTOR
- SHAFT OPENING IN FLOOR ABOVE - COORDINATE WITH STRUCTURAL DOCUMENTS
- R.D. - ROOF DRAIN WITH ROUTING TO WITHIN WALL. SEE PLUMB.
- F.E.C. - WALL HUNG FIRE EXTINGUISHER
- RECESSED FIRE EXTINGUISHER WALL CABINET
- F.D. - FLOOR DRAIN, SEE PLUMBING DRAWINGS
- DESIGNATED HANDICAP ACCESSIBLE ROOM
- 5'-0" CLEAR TURN AREA



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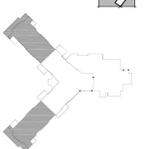
PLEASANT PRAIRIE, WI 53158

UNIT PLANS - MEMORY SUPPORT UNITS

9651 PRAIRIE RIDGE BLVD.

NO.	DESCRIPTION	DATE
100%	DD OWNER REVIEW	05-09-14
95%	CD REVIEW	07-31-14

KEY PLAN



SIGNATURE

DRAWN BY APPROVED BY

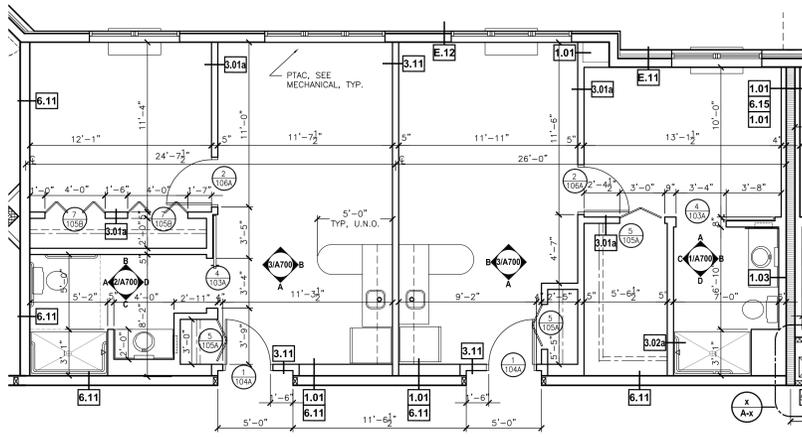
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JOB NO. DATE  
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SHEET NO.

**A300**

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# ASSISTED LIVING UNIT TYPES

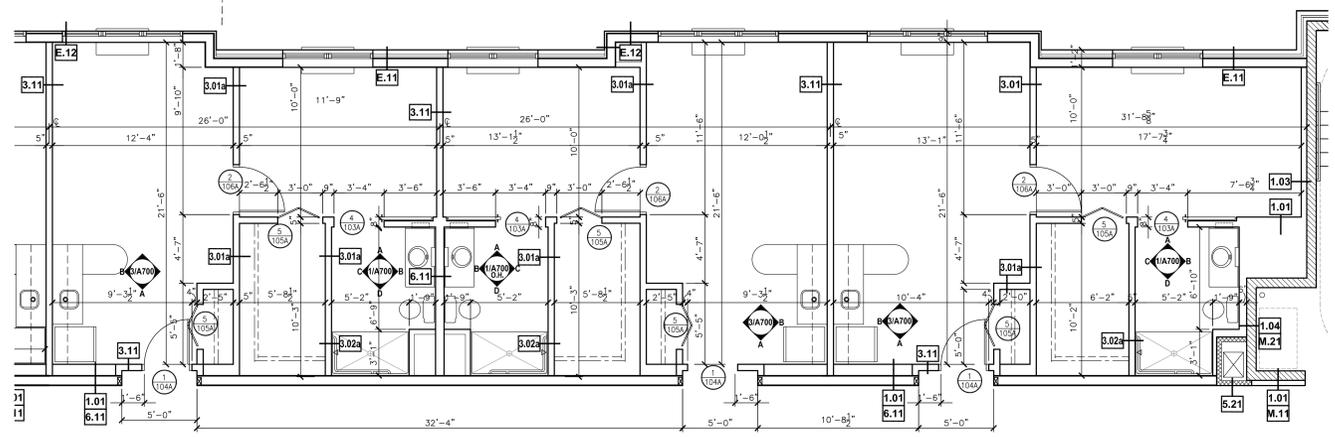


**1 AL 1 BEDROOM HC UNIT 'E+'**  
SCALE: 1/4"=1'-0"

AL UNIT E+ FLOOR TYP	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	250	27.9	11.3%	14.4	5.8%
BED 1	140	21.6	15.4%	11	7.8%
TOTAL UNIT AREA	588				

**2 AL 1 BEDROOM UNIT 'E'**  
SCALE: 1/4"=1'-0"

AL UNIT E FLOOR TYP	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	243	27.9	11.4%	14.4	6%
BED 1	133	21.6	16.2%	11	8.3%
TOTAL UNIT AREA	598				



**3 AL 1-BEDROOM UNIT 'E.1'**  
SCALE: 1/4"=1'-0"

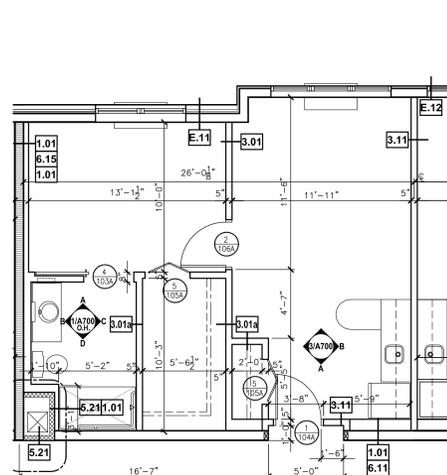
AL UNIT E1 FLOOR TYP	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	242	27.9	11.5%	14.4	6%
BED 1	133	21.6	16.2%	11	8.3%
TOTAL UNIT AREA	592				

**4 AL 1-BEDROOM UNIT 'E.2'**  
SCALE: 1/4"=1'-0"

AL UNIT E2 FLOOR TYP	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	246	27.9	11.3%	14.4	5.9%
BED 1	133	21.6	16.2%	11	8.3%
TOTAL UNIT AREA	600				

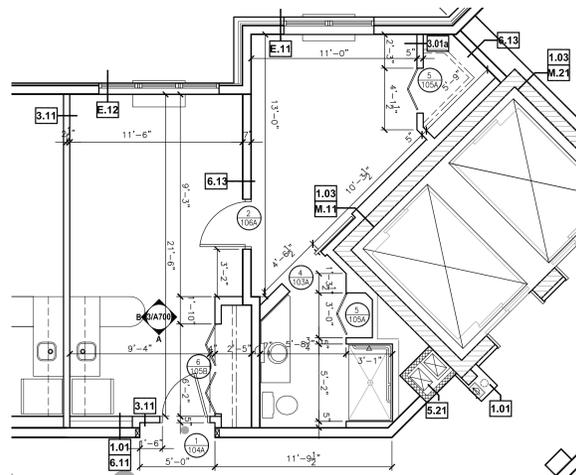
**5 AL 1-BEDROOM UNIT 'E.3'**  
SCALE: 1/4"=1'-0"

AL UNIT E3 FLOOR TYP	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	246	27.9	11.3%	14.4	5.9%
BED 1	133	21.6	16.2%	11	8.3%
TOTAL UNIT AREA	678				



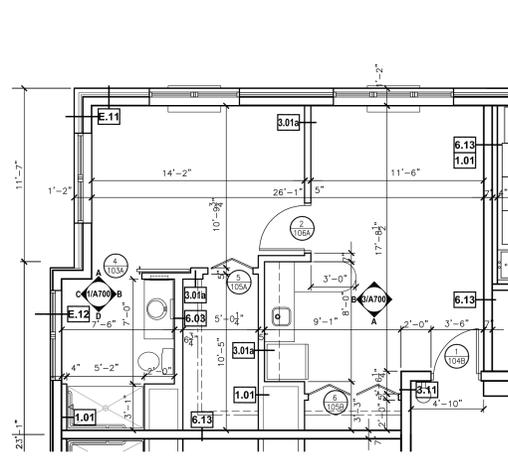
**6 AL 1-BEDROOM UNIT 'F'**  
SCALE: 1/4"=1'-0"

AL UNIT F FLOOR TYP	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	243	27.9	11.5%	14.4	6%
BED 1	133	21.6	16.2%	11	8.3%
TOTAL UNIT AREA	596				



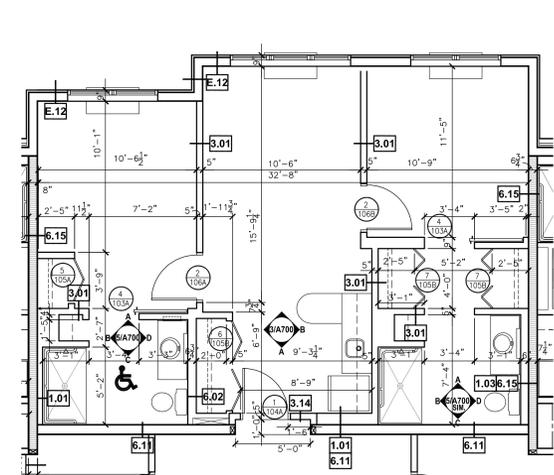
**7 AL 1-BEDROOM UNIT 'G'**  
SCALE: 1/4"=1'-0"

AL UNIT G FLOOR TYP	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	235	27.9	11.8%	14.4	6.1%
BED 1	150	21.6	14.4%	11	7.3%
TOTAL UNIT AREA	613				



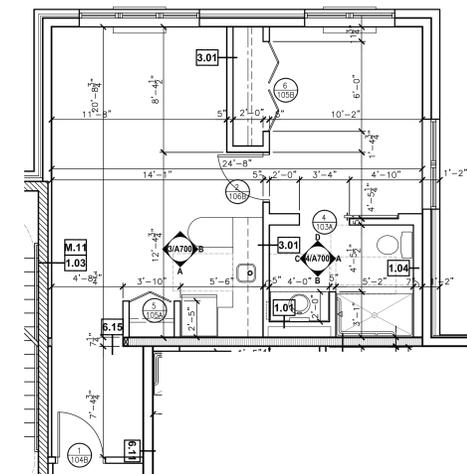
**8 AL 1-BEDROOM UNIT 'H'**  
SCALE: 1/4"=1'-0"

AL UNIT H FLOOR TYP	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	229	27.9	12.1%	14.4	6.2%
BED 1	156	43.2	27.3%	22	13.9%
TOTAL UNIT AREA	633				



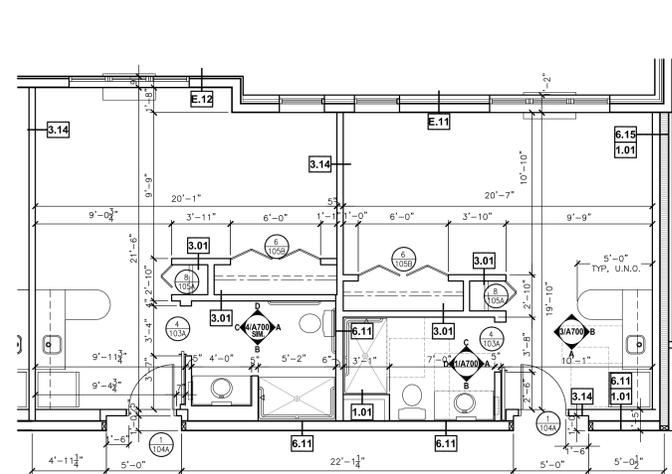
**9 AL 2-BEDROOM UNIT 'J'**  
SCALE: 1/4"=1'-0"

AL UNIT J FLOOR TYP	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	233	27.9	11.9%	14.4	6.2%
BED 1	139	21.6	15.5%	11	7.9%
BED 2	120	21.6	18%	11	9.2%
TOTAL UNIT AREA	816				



**10 AL 1-BEDROOM UNIT 'K'**  
SCALE: 1/4"=1'-0"

AL UNIT K FLOOR TYPICAL	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	254	27.9	10.9%	14.4	5.7%
BED 1	125	43.2	34.6%	22	17.6%
TOTAL UNIT AREA	574				

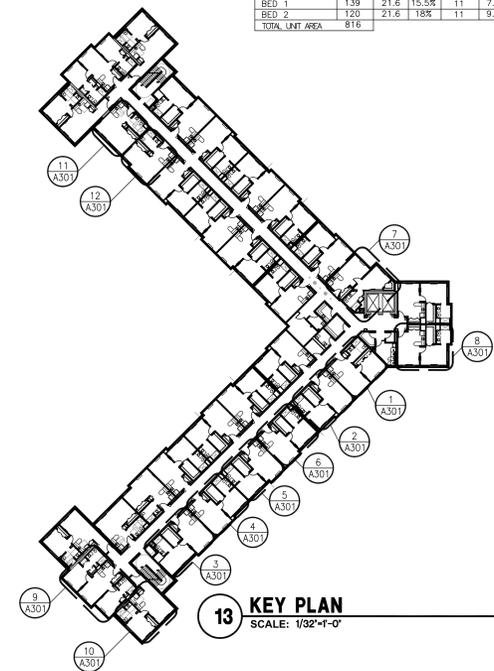


**11 AL STUDIO UNIT 'L.1'**  
SCALE: 1/4"=1'-0"

AL UNIT L1 FLOOR TYPICAL	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	315	38.5	12.2%	19.9	6.3%
TOTAL UNIT AREA	477				

**12 AL STUDIO UNIT 'L'**  
SCALE: 1/4"=1'-0"

MS UNIT A FLOOR 1	FLOOR AREA (SF)	LIGHT		VENT	
		ACTUAL (SF)	REQ'D. (SF)	ACTUAL (SF)	REQ'D. (SF)
LIVING AREA	308	38.5	12.5%	19.9	6.5%
TOTAL UNIT AREA	459				



**13 KEY PLAN**  
SCALE: 1/32"=1'-0"

### LEGEND: FLOOR PLAN

- MILLWORK, SEE I.D. SHEET. SEE PLUMB' DRAWINGS FOR LOCATIONS. SEE STRUCT.
- DOOR TYPE #, SEE SHT. A6xx HARDWARE SET, SEE SPEC.
- NAME ROOM NUMBER
- WALL TAGS, SEE WALL TYPES SHEET A601, TYP.
- DIRECTION OF SECTION VIEW DRAWING NUMBER, SIMILAR REFER TO SHEET #
- DETAIL NUMBER REFER TO SHEET #
- DETAIL OR ENLARGED AREA
- AREA OF DEPRESSED SLAB REFER TO NOTES ON PLAN FOR LOCATIONS. SEE STRUCT.
- SHAFT WALL CONSTRUCTION SEE SHAFT DETAILS, A6xx COORDINATE ALL SHAFT SIZES WITH MECH. SUB-CONTRACTOR
- SHAFT OPENING IN FLOOR ABOVE, COORDINATE WITH STRUCTURAL DOCUMENTS
- R.D. ROOF DRAIN WITH ROUTING TO WITHIN WALL, SEE PLUMB.
- F.E.C. WALL HUNG FIRE EXTINGUISHER WALL CABINET
- F.D. FLOOR DRAIN, SEE PLUMBING DRAWINGS
- DESIGNATED HANDICAP ACCESSIBLE ROOM
- 5'-0" CLEAR TURN AREA



**SAS ARCHITECTS & PLANNERS**

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NORTHBROOK, ILLINOIS 60062  
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ARCHITECTS

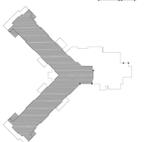
PLEASANT PRAIRIE, WI 53158

THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY

9651 PRAIRIE RIDGE BLVD.  
UNIT PLANS - ASSISTED LIVING UNITS

NO. DESCRIPTION DATE  
100% DD OWNER REVIEW 05-09-14  
95% CD REVIEW 07-31-14

KEY PLAN



SIGNATURE

DRAWN BY APPROVED BY

BL AW S.E.S.  
JOB NO. DATE  
13001 03-01-2014

SHEET NO.

**A301**

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**ARCHITECTS**

PLEASANT PRAIRIE, WI 53158

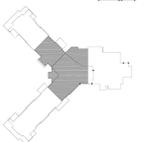
**THE ADDISON OF PLEASANT PRAIRIE  
AN ASSISTED LIVING FACILITY**

**ENLARGED PARTIAL FIRST FLOOR PLAN**

9651 PRAIRIE RIDGE BLVD.

NO.	DESCRIPTION	DATE
100%	DD OWNER REVIEW	05-09-14
95%	CD REVIEW	07-31-14

KEY PLAN



SIGNATURE

DRAWN BY APPROVED BY

S.E.S.

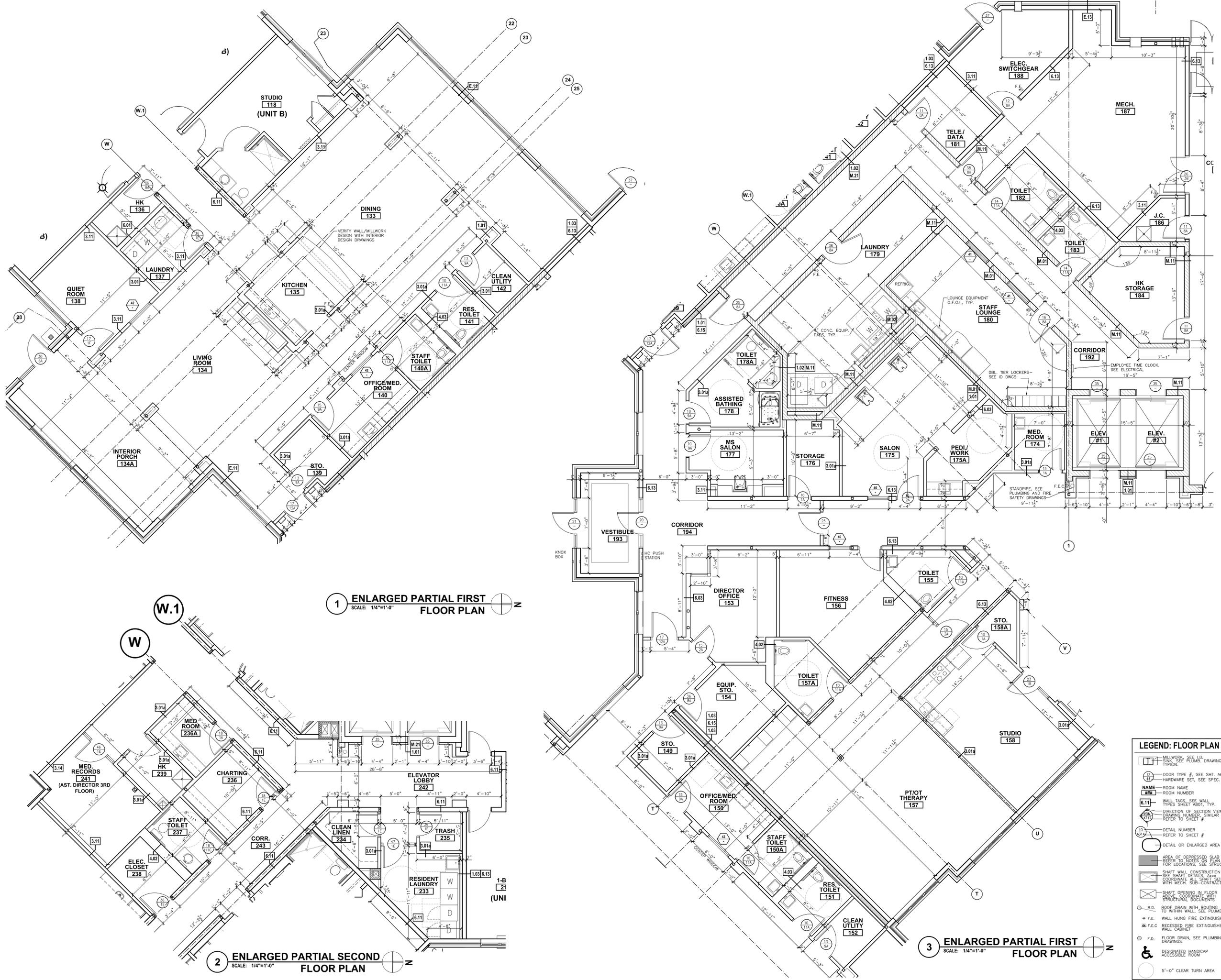
JOB NO. DATE

13001 03-01-2014

SHEET NO.

**A303**

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**1 ENLARGED PARTIAL FIRST FLOOR PLAN**  
SCALE: 1/4"=1'-0"

**2 ENLARGED PARTIAL SECOND FLOOR PLAN**  
SCALE: 1/4"=1'-0"

**3 ENLARGED PARTIAL FIRST FLOOR PLAN**  
SCALE: 1/4"=1'-0"

**LEGEND: FLOOR PLAN**

- MILLWORK. SEE I.D. SHEET. SEE PLUMB. DRAWINGS TYPICAL.
- DOOR TYPE #. SEE SHT. A6xx HARDWARE SET, SEE SPEC.
- NAME - ROOM NAME  
# - ROOM NUMBER
- WALL TAGS. SEE WALL TYPES SHEET A601, TYP.
- DIRECTION OF SECTION VIEW DRAWING NUMBER. SIMILAR REFER TO SHEET #.
- DETAIL NUMBER REFER TO SHEET #.
- DETAIL OR ENLARGED AREA
- AREA OF DEPRESSED SLAB REFER TO NOTES OR PLAN FOR LOCATIONS. SEE STRUCT.
- SHAFT WALL CONSTRUCTION SEE SHAFT DETAILS. W/VA COORDINATE ALL SHAFT SIZES WITH MECH. SUB-CONTRACTOR
- SHAFT OPENING IN FLOOR ABOVE. COORDINATE WITH STRUCTURAL DOCUMENTS
- R.D. ROOF DRAIN WITH ROUTING TO WITHIN WALL. SEE PLUMB.
- F.E. WALL HUNG FIRE EXTINGUISHER WALL CABINET
- F.D. FLOOR DRAIN. SEE PLUMBING DRAWINGS
- DESIGNATED HANDICAP ACCESSIBLE ROOM
- 5'-0" CLEAR TURN AREA

**ORD. # 14-31**  
**ORDINANCE TO AMEND**  
**THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**  
**2035 COMPREHENSIVE PLAN**  
**PURSUANT TO CHAPTER 390 OF THE**  
**VILLAGE MUNICIPAL CODE**

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

1. To amend the Village 2035 Land Use Plan Map 9.9 to remove the urban reserve land use designation from the vacant property located at the southwest corner of Prairie Ridge Blvd. and 97<sup>th</sup> Ct. (Tax Parcel Number 91-4-122-082-0412) to ensure that both the Zoning Map and the Comprehensive Land Use Plan are consistent; and
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

**Adopted this 6<sup>th</sup> day of October 2014.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

Ayes: \_\_\_\_ Nays: \_\_\_\_ Absent: \_\_\_\_

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

Ord #14-31 Addison LU Plan Amend

**Resolution #14-31**  
**Resolution Requesting the Support of the Office of the**  
**Wisconsin Rail Commissioner for the Installation of**  
**Warning Devices at the EMCO Rail Spur and CTH H**  
**On the Soo Line Tracks and support for the Kenosha County Bike**  
**Path Crossing**

**WHEREAS**, a Public Hearing concerning the proposed Kenosha County Bike Path project railroad crossing and a Determination of Adequacy of warning devices at the private spur for EMCO, Inc. was conducted on August 20, 2014, and;

**WHEREAS**, the Village of Pleasant Prairie appeared in support of the proposed Kenosha County Bike Path Improvements and a reconsideration of a previous Rail Commissioner's finding that warning signals and gates on the EMCO private spur were not required, and;

**WHEREAS**, in the hearing examiner's analysis of testimony and existing rules and regulations the examiner acknowledged that the crashes at the spur crossing were caused by an inability of drivers to see the stopped train, and further indicated that this is a long recognized phenomenon that could be resolved by improved reflective materials on the rail cars, and;

**WHEREAS**, the hearing examiner requested that the Village of Pleasant Prairie and Kenosha County consider installing yield signs with continuous LED blinking lights, and furthermore that the Village and Kenosha County pay for the purchase, installation, and maintenance of these lights, and;

**WHEREAS**, the proposed order from the hearing examiner recommends that the Soo Line Railroad Co. maintain the existing reflective crossbucks with reflective yield signs on the same posts with 2" wide reflective strips on the front and back, and;

**WHEREAS**, the Village Board of the Village of Pleasant Prairie supports the proposed order by the hearing examiner concerning the Kenosha County Bike Path crossing and the proposed warning devices recommended for those crossings, and;

**WHEREAS**, the Village Board of the Village of Pleasant Prairie respectfully objects to the proposed order by the hearing examiner concerning the EMCO spur crossing on CTH H and recommends that the Office of the Commissioner of Railroads orders that warning lights and alarms be placed at the EMCO rail spur crossing for the following reasons:

1. Two of the automobile train crashes were significant in the amount of damage sustained by the automobiles.

2. The June 26, 2014 crash just missed hitting the valve on the bottom of the tank car. Whatever raw material that was contained in the car could have been released into the environment. This risk continues to exist because a majority of the railcars are black tank cars and the crossing is immediately adjacent to waterways and environmentally sensitive areas.
3. The span of time between the 2006 crash and the 2014 crashes doesn't mean that the crossing is suddenly more dangerous. The facility EMCO now occupies was vacant and non-operating from 2007 through 2012.
4. The logic of permitting this condition to exist because it is "not unusual for motor vehicles to run into trains doesn't acknowledge the risk associated with the user of the materials and its proximity to active waterways.

**Now Therefor Be It Resolved** by the Village Board of the Village of Pleasant Prairie that the Village concur with the recommendations for the Kenosha County petition for public crossings on CTH H, and that Village does not concur with the hearing examiners recommendation for the EMCO private spur, and that this Resolution be forwarded to the Commissioner of Railroads for his consideration.

**Considered and adopted this 6<sup>th</sup> day of October, 2014.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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



Office of the Village Administrator  
**Michael R. Pollocoff**

January 12, 2011

Roger Breske, Commissioner of Railroads  
Office of the Commissioner of Railroads  
610 N. Whitney Way, Room 110  
P.O. Box 7854  
Madison, WI 53707-7854

**Spur Line Crossing, Village of Pleasant Prairie  
Kenosha, County, Wisconsin  
Canadian Pacific  
RR Crossing No. 696383C**

Dear Commissioner Breske:

This is a petition being filed with your office in accordance with Sections 195.26 and 195.28 of the Wisconsin Statutes.

The Village of Pleasant Prairie is requesting consideration for improvements to the warning devices on the County Trunk Highway (CTH) H (88<sup>th</sup> Avenue) spur line crossing of Canadian Pacific Railway, at crossing number 696383C. This spur crosses CTH H approximately 970 feet south of 95<sup>th</sup> Street. The Village of Pleasant Prairie owns the track and the Canadian Pacific Railway operates the engines and cars over the crossing. The spur line was constructed in 1994 and was partially funded through a TEA grant. The warning devices being requested on behalf of the Village of Pleasant Prairie include gates and train-activated warning lights.

EMCO Chemical Distributors, Inc. plans to move some of its operations to a recently purchased property formerly occupied by Hexicon Specialty Companies. The site of this building is located at 8601 95<sup>th</sup> Street, Pleasant Prairie and includes the spur crossing previously identified and a 25 car rail siding.

The existing typical section of CTH H is a two-lane undivided rural highway. At this time, no improvements or expansions are anticipated for CTH H. The alignment of the roadway and track meet at approximately 22 degrees RHF. As measured perpendicular to the roadway, the existing crossing is approximately 50 feet.

The average daily roadway traffic volume for CTH H in 1990 was 2,220, in 2008 it had increased to 6,800 vehicles. This volume is estimated to increase to 13,350 vehicles per day by 2040. The posted speed is and will remain 35 mph. The crossing has a timetable speed of 10 mph. According to the U.S. DOT crossing inventory report, dated 11/9/2010, less than one movement per day was typical. However, the EMCO facility anticipates increasing the number of crossings to 2-3 per day.

A condition very similar in nature to this proposal regarding improvements to warning devices at CTH A, near Superior was petitioned and approved in recent years.

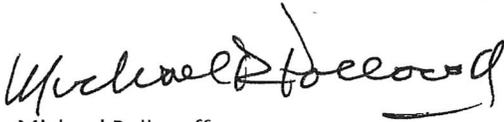
In addition, the Village of Pleasant Prairie Board of Trustees, passed Resolution #10-41 on November 15, 2010 in support of the Village's actions to petition the Office of the Commissioner of Railroads for a hearing to make a determination on the adequacy of the warning devices.

Attached for your information are the following:

- 1) Railroad Crossing Report (WisDOT Form DT1589)
- 2) Project Location Map
- 3) Resolution to Petition the OCR
- 4) Copy of Final Decision from 1993 petition to construct spur line
- 5) Photos of project site

We request that you review the information prepared for this spur crossing and consider upgrades to the crossing warning devices.

Sincerely,



Michael Pollocoff  
Village Administrator

Cc: Ms. Rachel Schulman, General Counsel, EMCO  
Jeff Smith, Crispell-Snyder, Inc.  
Sue Barker, Crispell-Snyder, Inc.  
Mike Spence, Village Engineer- Pleasant Prairie  
Tom Shircel, Assistant to the Administrator-Pleasant Prairie

# RAILROAD CROSSING REPORT

DT1589 6/2006 (Replaces ED705)

Wisconsin Department of Transportation

1. Railroad Project ID		2. Operating Railroad Canadian Pacific Railway (formerly Soo Line Railroad Company)	
3. Companion Construction Project ID		4. Companion Hwy Constr. Letting Date	5. Engineering ID
6. Road Name 88 <sup>th</sup> Avenue		7. Official DOT/AAR Crossing Number 696383C	
8. Highway Number/Town Road/Street Name County Trunk Highway H		9. Railroad Subdivision and Milepost Milepost 0049.93	
10. County Kenosha		11. Town/City/Village of Village of Pleasant Prairie	

Attach sketch of crossing including track centers, approach grades and obstructions to view of approaching trains.

## EXISTING DEVICES AT CROSSING

Provide information for both approaches	Northbound/Eastbound		Southbound/Westbound		Comments
	YES	NO	YES	NO	
12. Stop Signs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. Cross Bucks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Wig Wag Signals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
15. Flashing Light Signals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> 8" <input type="checkbox"/> 12" <input type="checkbox"/> INC <input type="checkbox"/> LED
16. Cantilever Signals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> 8" <input type="checkbox"/> 12" <input type="checkbox"/> INC <input type="checkbox"/> LED
17. Gates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
18. Crossing Illuminated	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
19. Flagging	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
20. Bell	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> M <input type="checkbox"/> E
21. Sidelights	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
22. Stop Bar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Distance From Crossing 20'
23. Public Road Intersection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
24. Humped Crossing Sign	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
25. Railroad Advance Warning Signs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
26. RXR Pavement Markings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
27. Advisory Speed Signs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

## OTHER CROSSING INFORMATION

28. Total No. of Tracks 1	29. No. of Main Line Tracks 0	30. No. of Other Tracks 1 (spur line)	31. Angle of Crossing ( ) LHF (22 degrees) RHF	
32. Total No. of Lanes 2	33. No. of Through Lanes 2	34. No. of Parking Lanes 0	35. No. Exclusive Use Lanes 0	36. No. Sidewalks 0
41. Crossing Surface Type Concrete Panel		42. Length of Existing Crossing 54'	43. Crossing Surface Condition Good	
Average Daily		6 a.m.-6p.m. Number	6p.m.-6a.m. Number	Timetable Speed
44. Passenger Trains		0	0	N/A MPH
45. Freight Trains		1 or less	1 or less	1 to 10 MPH
46. Switching Moves		0	0	N/A MPH
		ADT		50. Year
		47. Highway ADT (present)		5,000 (2007)
		48. Highway ADT (design)		13,350 (2040)
		49. Posted Speed Limit		35 mph

## SIGHT DISTANCES

### Stopping Sight Distances

Distances at which crossing warning devices first visible (WDV) [1] and vehicle stopping distances (VSD) from crossing based on speed [2]

51. Approach	52. WDV	53. VSD
Northbound	> 0.5 mi.	100'
Southbound	> 0.5 mi.	100'

### Quadrant Sight Distances

View of trains from stopping distance

54. Quadrant	Sight Distance [3]	
	55. Actual	56. Req'd
Southwest	437'	100'
Southeast	N/A (1)	100'
Northwest	551'	100'
Northeast	N/A (1)	100'

### Clearing Sight Distances

View of trains at 25 ft from nearest rail

57. Quadrant	Sight Distance [4]	
	58. Actual	59. Req'd
Southwest	465"	
Southeast	N/A (1)	
Northwest	528"	
Northeast	N/A (1)	

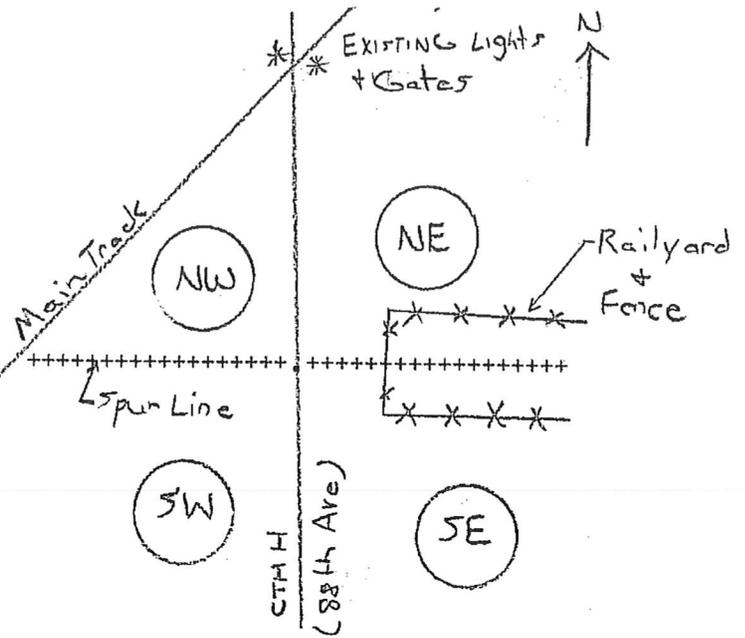
60. Obstructions, Comments

61. Diagram (Label Quadrants)

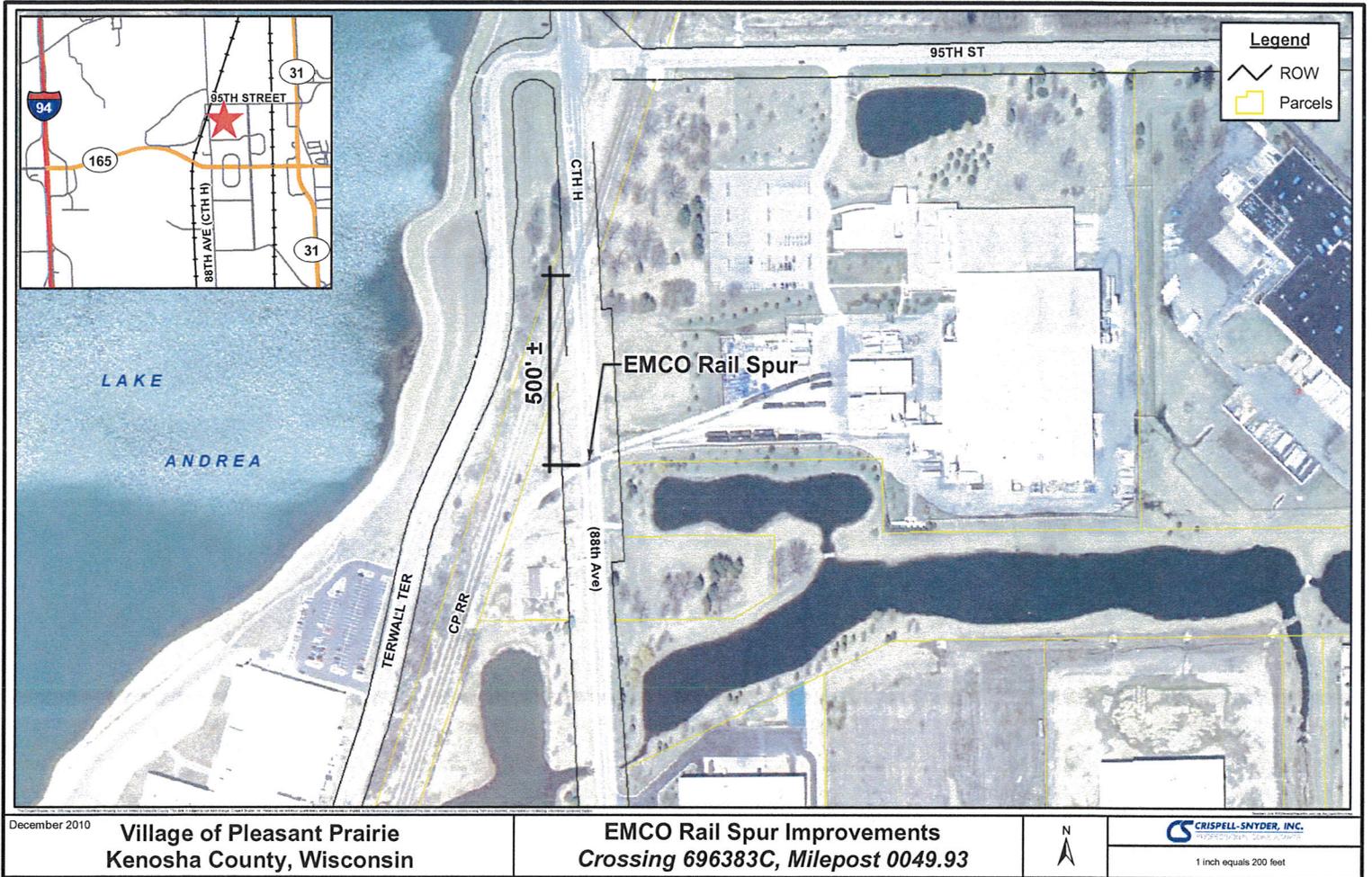
(1) Sight distances are not able to be calculated for the southeast and north east quadrants due to the close proximity of the rail yard and fencing. The fencing to rail yard along east side of CTH H is approximately 90 ft. from the centerline of the roadway.

Obstructions are present in the southwest quadrant which restrict the available sight distances. These obstructions include tall grasses and miscellaneous construction equipment being stored at the property in this quadrant.

It was also noted that although the warning devices (signs, crossbucks) are visible from distances greater than 0.5 miles, some driver confusion could be possible for northbound motorists. As you approach the crossing, the warning devices are visible; however, so are the warning devices, gates, and lights that exist for the main track, which crosses CTH H just north of the spur line. Since the main track crossing is highly visible, it is possible that drivers may focus their attention on the crossing to the north and not fully realize there is a spur line crossing to the south



62. By Jeff Smith, P.E.	63. Title Transportation Engineer	64. Date 12/21/2010
----------------------------	--------------------------------------	------------------------



December 2010  
**Village of Pleasant Prairie**  
**Kenosha County, Wisconsin**

**EMCO Rail Spur Improvements**  
*Crossing 696383C, Milepost 0049.93*



**CRISPELL-SNYDER, INC.**

1 inch equals 200 feet

**COPY**

VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES  
RESOLUTION #10-41

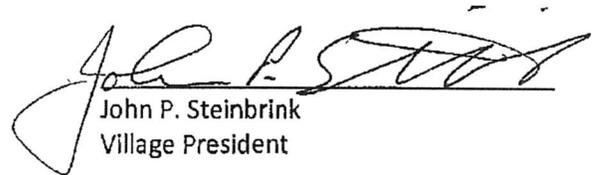
RESOLUTION TO PETITION THE OFFICE OF THE COMMISSIONER OF RAILROADS

WHEREAS, the Village of Pleasant Prairie is considering improvements to the warning devices on CTH H at the spur line crossing of the Soo Line Railroad Company, a subsidiary of the Canadian Pacific Railway (Crossing No. 696383C), located approximately 970 feet south of 95<sup>th</sup> Street. The Village owns the track and the Soo Line Railroad Company operates the engines and cars over the crossing.

NOW THEREFORE, BE IT RESOLVED that the Village Board of Trustees supports the Village's actions to petition the Office of the Commissioner of Railroads for a hearing to make a determination on the adequacy of the warning devices.

Adopted this the 15th day of November, 2010.

VILLAGE OF PLEASANT PRAIRIE

  
John P. Steinbrink  
Village President

ATTEST:

  
Jane M. Romanowski  
Village Clerk



State of Wisconsin \ OFFICE OF THE COMMISSIONER OF TRANSPORTATION

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ERVIN W. CONRADT  
Commissioner of Transportation

212 East Washington Avenue, Suite 403  
P. O. Box 8968  
Madison, WI 53708-8968

Telephone: (608) 266-2321  
FAX: (608) 267-0599

93007  
LAWYER R.R.  
SPUR

October 5, 1993

9150-RX-438

A Certified Copy of the FINAL DECISION  
issued in this matter is enclosed.

Sincerely,

A handwritten signature in cursive script that reads "Ervin W. Conradt".

Ervin W. Conradt  
Commissioner of Transportation

EWC:me

Enclosure

NOTICE TO THE PARTIES

Any party aggrieved by this order may petition for rehearing within 20 days after service of this order. In the alternative, a party may petition for judicial review within 30 days after the service of this order or an order following rehearing. The Office of the Commissioner of Transportation shall be named as respondent.

BEFORE THE OFFICE OF THE COMMISSIONER OF TRANSPORTATION

STATE OF WISCONSIN

Petition of the Village of Pleasant Prairie for the Establishment of the Public Crossing of the Soo Line Railroad Company with C.T.H. "H" in the Village of Pleasant Prairie, Kenosha County

Certified to be a true copy of the original on file

OCT 05 1993

*Mark F. Kain*  
Office of the Commissioner of Transportation

) 9150-RX-438  
)

FINAL DECISION

By letter dated August 2, 1993, the Village of Pleasant Prairie (Village) filed a petition with the Office of the Commissioner of Transportation (Office) under §195.29, Wis. Stats., for the establishment of a public crossing of the Soo Line Railroad Company tracks with C.T.H. "H" in the Village of Pleasant Prairie, Kenosha County.

Pursuant to due notice, public hearing was held in this matter on September 29, 1993 at Pleasant Prairie, Wisconsin with hearing examiner Douglas S. Wood presiding. No proposed decision has been issued in this matter because it was not contested and in order to meet the time schedule of the Village.

Appearances:

Village of Pleasant Prairie, Petitioner  
by  
Michael R. Pollocoff, Village Administrator  
P. O. Box 89  
Pleasant Prairie WI 53158

In Support:

Lawter International  
by  
Terrence B. Sheehan, Director, Manufacturing  
8601 - 95th Street  
Pleasant Prairie WI 53158

Of the Office Staff:

Daniel Zuraff, Railroad Investigator

No Appearance by:

Soo Line Railroad Company

## Findings of Fact

### THE COMMISSIONER FINDS:

The Village of Pleasant Prairie proposes to establish a new crossing of C.T.H. "H" with a new spur track. The Village, under a Transportation Economic Assistance (TEA) grant from the Wisconsin Department of Transportation (Department), is constructing the new spur track from the Soo Line Railroad Company's main line track to serve Lawter International, which is located in the Lakeview Industrial Park. The Village of Pleasant Prairie has expended its funds to develop that industrial park.

C.T.H. "H" has a 24-foot-wide roadway with 6-foot-wide gravel shoulders. The road will intersect the new spur track at an angle of about 70°. The approaches to the crossing are basically flat. The crossing is about 490 feet from the switch point from the Soo Line main line tracks. About 400 feet north of the new spur track crossing, C.T.H. "H" crosses the double main line tracks of the Soo Line Railroad Company. No permanent buildings obstruct a highway user's view approaching the new crossing in any quadrant.

The Village considered constructing the spur track totally on the east side of C.T.H. "H" to avoid establishing a new crossing. This alternative was rejected primarily due to operational difficulties this would cause to the Soo Line Railroad Company.

In 1990, C.T.H. "H" carried an average daily traffic (ADT) of 2,220 in the vicinity of the crossing at a legal speed limit of 35 mph.

Lawter International expects to require rail service two to four times per week. The moves will operate at 10 mph. Each instance of service to Lawter International will generate two moves over the crossing, or a total of four to eight moves per week. At most, two moves over the crossing would occur in any given day. The Soo Line will operate the engines and cars over the new crossing into Lawter International. The trains will typically be about an engine plus two cars in length.

The Village plans to build the crossing under traffic so that no detour route for C.T.H. "H" is required. The Village (by its contractor) will provide protection for work crews during the construction of the crossing.

In order to adequately protect and promote public safety it is necessary to install crossbucks, advance warning signs and pavement markings and to require the railroad to flag all moves over the crossing.

Automatic warning devices are not required at this crossing for a number of reasons. While the exposure factor (rail movements per day times ADT) will be about 4,400 on days when rail moves occur, moves will only occur on two to four days per week. The trains will operate at low speeds and will be short. The low speed and shortness of the trains will facilitate train crew flagging of the crossing which will also increase the level of safety to the travelling public at the crossing. The sight lines to the highway user are open in all

quadrants so that the highway user should be able to observe a train approaching the crossing. Finally, the highway users operate at a relatively low legal speed of 35 mph. Taking all these factors into account, the Office finds that automatic signals are not warranted at this crossing.

The Village did not state a preference to crossing surface, but indicated that the Department prefers a 3-rail crossing and the county prefers a rubber-panelled crossing. The Department has established a standard requirement of 4,000 ADT for the installation of rubber-panelled crossings on state highways. C.T.H. "H" carries slightly over half that amount of traffic. A 3-rail crossing should provide an adequate ride to highway users and last a reasonable amount of time. The order requires the installation of a 3-rail crossing.

#### Findings of Ultimate Fact

##### THE COMMISSIONER FINDS:

1. That establishment of the crossing is advisable under all the circumstances.
2. That establishment of the crossing will promote public safety and convenience.
3. That in order to adequately protect and promote public safety, it is necessary to install crossbucks, advance warning signs and pavement markings and to require railroad crew flagging.
4. That it is reasonable to assess all costs of the construction to the Village of Pleasant Prairie.

#### Conclusion of Law

##### THE COMMISSIONER CONCLUDES:

That the jurisdiction of the Office of the Commissioner of Transportation under §§195.28 and 195.29, Wis. Stats., extends to this matter. Accordingly, the Office enters an order consistent with the findings of fact.

#### Order

##### THE COMMISSIONER ORDERS:

1. That the Village of Pleasant Prairie shall install a 3-rail crossing of the Soo Line Railroad Company spur tracks at-grade with C.T.H. "H" in accordance with the plans presented at the hearing in the Village of Pleasant Prairie by November 15, 1993.

2. That the Village of Pleasant Prairie shall install pavement markings as set forth in §8B-4 in the Manual on Uniform Traffic Control Devices (MUTCD). See Figure 8-2.

3. That the Village of Pleasant Prairie shall install reflective advance warning signals (Sign W10-1 in the MUTCD) at points 225 feet from the crossing in each direction prior to the installation of the crossing.

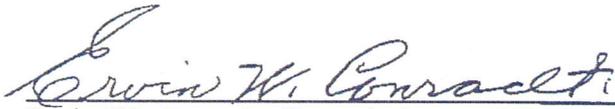
4. That the Soo Line Railroad Company shall install and maintain statutory crossbucks on each approach to the new crossing prior to or at the time of the construction of the crossing.

5. That the Soo Line Railroad Company shall require its train crews to stop and flag over the crossing on all movements.

6. That the Village of Pleasant Prairie shall bear the entire cost for the construction of the crossing.

Dated at Madison, Wisconsin, October 4, 1993.

By the Office of the Commissioner of Transportation.

  
Ervin W. Conradt, Commissioner of Transportation

**Canadian Pacific Rail Crossing**  
**Crossing #: 696383C, Milepost 0049.93**  
**Village of Pleasant Prairie, Wisconsin**  
**CTH H (88<sup>th</sup> Avenue), Kenosha County**



Photo 1: Looking north, approximately 100 ft. from spur track crossing. Warning devices for northern thru track can be seen in background.



Photo 2: Looking north, at stop bar location. Warning devices for northern thru track can be seen in background.

Canadian Pacific Rail Crossing  
Crossing #: 696383C, Milepost 0049.93  
Village of Pleasant Prairie, Wisconsin  
CTH H (88<sup>th</sup> Avenue), Kenosha County



Photo 3: Looking east. Rail yard/ car siding; located approximately 90 ft. from center of CTH H on east side of roadway.



Photo 4: Looking south, approximately 100 ft. from spur crossing.



BEFORE THE OFFICE OF THE COMMISSIONER OF RAILROADS

STATE OF WISCONSIN

Petition of the Village of Pleasant Prairie for a Determination of the Adequacy of Warning Devices at the Grade Crossing of the Soo Line Railroad Co. Tracks with CTH 'H' (88<sup>th</sup> Avenue) in the Village of Pleasant Prairie, Kenosha County

9150-RX-587

FINDINGS OF FACT AND ORDER

By letter dated January 12, 2011, the Village of Pleasant Prairie filed a petition with the Office of the Commissioner of Railroads (OCR) for a determination under §195.28, Stats., of the adequacy of warning devices at the grade crossing of the Soo Line Railroad Co. (Soo Line) tracks with CTH 'H' (88<sup>th</sup> Avenue) in the Village of Pleasant Prairie, Kenosha County (crossing no. 696 383C).

An OCR investigator inspected the crossings in 2011. No hearing was held.

Findings of Fact

THE COMMISSIONER FINDS:

CTH 'H' (88th Avenue) is 31' wide in the vicinity of the crossing and intersects the railroad tracks at an angle of 70° RHF. The roadway approaches to the crossing are level. CTH 'H' (88th Avenue) carried an average daily traffic (ADT) of 6800 according to DOT records at a posted speed limit of 35 mph. This crossing is a spur track to serve the EMCO Chemical Distributors, Inc. which is anticipated to relocate into the facility. When the industry does resume rail service two train movements per day, five days per week, are expected. The track is now gated immediately east of the crossing.

A driver traveling at 35 mph needs a distance of 281' to stop safely. The crossing warning devices are visible from more than 281' in each direction. The approach sight distance is adequate.

Assuming a train speed of 10 mph, a driver traveling at 35 mph needs to see a train when it is 225' from the crossing from a point 281' down the highway. The sight distance available in each quadrant from the safe stopping distance is 500' in the northwest quadrant, and 400' in the southwest quadrant. The northeast and southeast quadrants are limited by the gated access 90 feet east of the crossing.

At all crossings, except those with gates, a driver stopped 15' short of the near rail must be able to see far enough down the track, in both directions, to determine if sufficient time exists for moving their vehicle safely across the tracks to a point 15' past the far rail, prior to the arrival of a train. Required clearing sight distance along both directions of the track, from the stopped position of the vehicle, is dependent upon the maximum train speed and the acceleration characteristics of the "design" vehicle. The necessary clearing sight distance at the CTH 'H' (88th Avenue) crossing is 225'. The available clearing sight distance is adequate'.

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The exposure factor at this crossing would be between 13,600 and 20,400 if train operations resume. The exposure factor equals the product of the number of trains per day and the number of highway vehicles per day, which yields a numerical value for the potential conflicts each day at the crossing.

One train-vehicle accident has occurred at this crossing since 1973. It occurred in 2006, with no injuries.

The Wisconsin Department of Transportation has produced a benefit-cost analysis for all at-grade crossings in the state. Installing new automatic flashing lights with gates and constant warning time circuitry at the CTH 'H' (88th Avenue) crossing has a net benefit of about - \$235,000. The benefit-cost ratio is about .11 meaning that the public will receive \$0.11 in safety benefits for each dollar expended.

The crossing is presently protected with reflective crossbucks. The existing warning devices will be adequate until such time as train operations resume into the facility. At that time, the need for signals can be reexamined.

The Soo Line Railroad Co. shall notify the Office of the Commissioner of Railroads upon completion of the signal project.

Conclusion on the Issue

THE COMMISSIONER CONCLUDES:

1. That in order to adequately protect and promote public safety, it is necessary to maintain reflective crossbucks at the crossing of the tracks of the Soo Line Railroad Co. with CTH 'H' (88th Avenue) in the Village of Pleasant Prairie, Kenosha County.

Conclusion of Law

THE COMMISSIONER CONCLUDES:

That the jurisdiction of the Office of the Commissioner of Railroads under §195.28, Stats., extends to this matter. Accordingly, the Office enters an order consistent with the findings of fact.

Order

THE COMMISSIONER ORDERS:

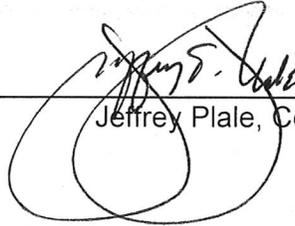
1. That the **Soo Line Railroad Co.** shall continue to maintain retroreflective yield signs and back-to-back crossbucks on the same posts with 2" wide reflective vertical strips on the front and back of the support posts on each approach to the crossing of its tracks with CTH 'H' (88th Avenue) at-grade in the Village of Pleasant Prairie, Kenosha County, (Crossing No. 696 383C).

2. That if the petitioner, railroad or any interested party objects to this order and requests a hearing within 20 days of the date of this order in writing, the Office will hold a public hearing.

3. That jurisdiction is retained.

Dated at Madison, Wisconsin, JAN 27 2012.

By the Office of the Commissioner of Railroads.

  
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Jeffrey Plale, Commissioner

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OFFICE OF THE

COMMISSIONER OF RAILROADS PLEASANT PRAIRIE COMMISSIONER

STATE OF WISCONSIN

610 N. Whitney Way  
P.O. Box 7854  
Madison, WI 53707-7854  
Tel: (608) 266-0276  
Fax: (608) 261-8220  
<http://ocr.wi.gov>

September 10, 2014

9150-RX-600

Re: Petition of the Wisconsin Department of Transportation for the Alteration of the Public Crossing of the Soo Line Railroad Co. Tracks with CTH H in the Village of Pleasant Prairie, Kenosha County

On the Commissioner's Own Motion for a Determination of the Adequacy of Warning Devices at the Public Crossing of the Soo Line Railroad Co. Spur Tracks with CTH H in the Village of Pleasant Prairie, Kenosha County

To The Person Addressed:

Enclosed with this letter you will find the Proposed Decision of the Hearing Examiner. This proposed decision is the hearing examiner's recommendation and not the final decision of the Commissioner of Railroads. The Commissioner will issue a final decision only after considering any written comments on the proposed decision.

Comments, either in support or in opposition, must be filed in writing in time to reach the Office of the Commissioner of Railroads (OCR) not later than 15 days from the date of this letter. One copy of the comments must be filed with the OCR and one copy served by regular mail or in person upon each party of record. Generally, "parties" include those persons and organizations listed in the "Appearance" section of the proposed decision (but not including any members of the OCR staff).

This 15-day period is your opportunity to file any comments on the proposed decision. Comments need not follow any particular format nor do they need to be elaborate. A clear, concise and specific explanation of your comments is sufficient and helpful. Short extensions may be granted upon request in writing or by telephone.

Sincerely,

Douglas S. Wood, Hearing Examiner  
Enclosure

9164P814/dw

BEFORE THE OFFICE OF THE COMMISSIONER OF RAILROADS

STATE OF WISCONSIN

In the Matter of the:

Petition of the Wisconsin Department of Transportation for the Alteration of the Public Crossing of the Soo Line Railroad Co. Tracks with CTH H in the Village of Pleasant Prairie, Kenosha County

On the Commissioner's Own Motion for a Determination of the Adequacy of Warning Devices at the Public Crossing of the Soo Line Railroad Co. Spur Tracks with CTH H in the Village of Pleasant Prairie, Kenosha County

9150-RX-600

PROPOSED DECISION

By letter dated June 26, 2014, the Wisconsin Department of Transportation (DOT) petitioned the Office of the Commissioner of Railroads (OCR) pursuant to Wis. Stat. §§ 195.28 and 195.29 for the alteration of a public crossing of the Soo Line Railroad Co. (Soo Line) C & M Subdivision mainline tracks with CTH H in the Village of Pleasant Prairie, Kenosha County (crossing no. 388 035A / MP 50.11). The DOT and Kenosha County are improving bicycle facilities in part by adding bicycle lanes along CTH H. Because of the extreme skew of the mainline roadway crossing, the DOT and County propose to add bicycle path crossings separate from the roadway crossing. DOT Project ID #: 3724-00-53.

On July 2, 2014, pursuant to Wis. Stat. §§ 195.03(2) and 195.28, the Commissioner of Railroads, Jeff Plale, initiated an investigation of the adequacy of warning devices at the nearby grade crossing of CTH H with the Soo Line spur track in the Village of Pleasant Prairie, Kenosha County (crossing no. 696 383C / MP 49.93).

Pursuant to due notice, a public hearing was held in this matter on August 20, 2014 in Bristol, Wisconsin with hearing examiner Douglas S. Wood presiding.<sup>1</sup>

Appearances:

**Parties**

Wisconsin Department of Transportation, Petitioner  
by  
Mark Morrison, Supervisor  
Railroad Engineering & Safety Unit  
PO Box 7914  
Madison, WI 53707-7914

In Support:

Kenosha County  
by  
Gary Sipsma, Highway Commissioner  
Kenosha County Department of Public Works  
18600 - 75<sup>th</sup> Street, Suite 122-1  
Bristol, WI 53104

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<sup>1</sup> The OCR now publishes all notices, orders, proposed decisions and final decisions on the Internet. These documents may be accessed at either <http://ocr.wi.gov/apps40/dockets/default.aspx> or on the Public Service Commission's website at <http://psc.wi.gov/>

In Support:

Village of Pleasant Prairie  
by  
Michael R. Pollocoff, Village Administrator  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

As Interest May Appear:

Soo Line Railroad Co.  
by  
Edward Oom, Manager Public Works  
120 S. 6<sup>th</sup> Street  
Minneapolis, MN 55402

#### PROPOSED FINDINGS OF FACT

This **proposed decision** addresses two crossings of CTH H in the Village of Pleasant Prairie. First, the Wisconsin Department of Transportation and Kenosha County propose to alter the crossing of the Soo Line Railroad Co.'s C & M Subdivision double mainline tracks with CTH H by adding separate bicycle path crossings along each side of the roadway. While the project is being jointly undertaken by DOT and Kenosha County, for convenience sake, hereafter the project is identified as a DOT project.

Second, the Commissioner initiated an investigation of the adequacy of warning devices at the nearby crossing of CTH H with the industrial spur track used by the Soo Line to serve the EMCO Chemical Distributors, Inc. facility located at 8601 – 95<sup>th</sup> Street in Pleasant Prairie. The mainline and industrial spur track crossings are about 485' apart measured along CTH H.

The DOT project will provide on-road bicycle accommodations by widening the existing shoulders along a 5-mile stretch of CTH H from the Illinois/Wisconsin state line to STH 50. The project will provide a safer and more bike-friendly connection to Lake County Illinois' extensive system of trails and allow recreational and tourism access to trails in Kenosha County. CTH H is functionally classified as a collector from the state line to CTH ML and as a minor arterial from CTH ML to STH 50. Both the Soo Line's existing 2-track mainline crossing and the industrial spur crossing are located in the minor arterial segment and within the project limits.

Currently, the shoulders along CTH H are not wide enough to safely accommodate bicycles. The existing narrow shoulders do not provide the necessary lateral clearance from roadway traffic on the inside or obstructions, such as mailboxes, on the outside, to allow bicyclists to ride safely and comfortably without interference from motorists or obstructions.

The typical section of CTH H is the same at both crossings, consisting of two 12'- wide lanes with 5'-wide shoulders (3' paved). CTH H carried 5000 ADT (average daily traffic) in 2011 at both crossings. Trucks account for approximately 5.6% of the traffic volume. DOT projects CTH H will carry 6700 ADT in the design year of 2035. The speed limit is 35 mph at both crossings.

The proposed roadway improvements consist of restriping the CTH H travel lanes to two 11'-wide lanes and adding 5'-wide paved and 1'-wide gravel shoulders. Providing at least 5' of paved shoulder is recommended in the

*Wisconsin Bicycle Facility Design Handbook*.<sup>2</sup> The 5'-wide paved shoulders will provide sufficient lateral clearance to allow motorists to pass bicyclists without swerving toward the roadway center, provide a buffer between bikers and higher speed motor vehicle traffic, and reduce the "wind-blast" effect of passing trucks (CTH H carries a relatively high percentage of truck traffic).

### **CTH H Mainline Crossing      Crossing No. 388 035A / MP 50.11)**

CTH H intersects the double mainline tracks at an extremely skewed angle of 21° (right-hand forward). Out of approximately 4,024 public at-grade crossings in Wisconsin, only 53 have a crossing angle of 29° or less. Severely skewed crossings are particularly hazardous for bicyclists.

The Soo Line currently operates about 18 freight trains per day over the mainline crossing at a maximum timetable speed of 60 mph. Amtrak operates 16 passenger trains per day over the crossing at timetable speed of 79 mph.

Three train-motor vehicle accidents have occurred at the mainline crossing since 1973. The crashes occurred in 1988, 1991 (one fatality) and 1996. Train-vehicle accidents that do occur at this crossing will likely be quite serious due to train speeds of 60 to 79 mph. Train speed is strongly correlated with fatalities in train/motor vehicle accidents. More specifically, crossings with train speeds of 40 mph and over have a disproportionate number of fatalities. Obviously, the consequences for a bicyclist involved in a collision with a train traveling at 60 to 79 mph would be exponentially greater.

A motorist traveling at 35 mph needs a distance of 281' to stop safely. The crossing warning devices are visible from more than 281' in each direction. The approach sight distance is adequate for motor vehicles.

Assuming a train speed of 79 mph, a driver traveling at 35 mph needs to see a train when it is 933' from the crossing from a point 281' down the highway. The corner sight distance available in each quadrant from the motor vehicle safe stopping distance is as follows: 88' in the northwest quadrant, 295' in the northeast quadrant, 295' in the southwest quadrant and 115' in the southeast quadrant. The corner sight distance for motor vehicles approaching the crossing is inadequate in all quadrants.

At all crossings, except those with gates, a motorist stopped 15' short of the near rail must be able to see far enough down the track, in both directions, to determine if sufficient time exists for moving their vehicle safely across the tracks to a point 15' past the far rail, prior to the arrival of a train. Required clearing sight distance along both directions of the track, from the stopped position of the vehicle, is dependent upon the maximum train speed and the acceleration characteristics of the "design" vehicle. The necessary clearing sight distance at the CTH H crossing is approximately 2100' after adjusting for the skew of the crossing and the presence of two tracks. Clearing sight distance is severely restricted in the northeast and southwest quadrants due to the extreme skew of the crossing. The clearing sight distance is inadequate in the northeast and southwest quadrants.

### **Proposed Bicycle Facility Improvements at the CTH H Mainline Crossing**

The extreme skew of the crossing poses severe hazards to bicyclists. Severely skewed crossings increase the probability that a bicycle's front tire will get stuck in the flangeway, causing the bicyclist to crash. These types of crashes often cause the rider to be thrown head first from their bicycle onto the asphalt pavement with substantial force as the bike rapidly decelerates.

As noted in the hearing testimony, the *Wisconsin Bicycle Facility Design Handbook* "is Wisconsin's accepted bicycle design guide." The handbook states that "special care should be taken wherever a roadway or path crosses railroad

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<sup>2</sup> <http://www.dot.wisconsin.gov/projects/state/docs/bike-facility.pdf>

tracks at grade” and identifies “the crossing angle” as one of the most important factors influencing the safety of bicyclists when they cross railroad tracks.

In Section 2.7.1, handbook states:

Railroad crossings should ideally be straight and at a 90-degree angle to the rails. The more the crossing deviates from this ideal angle, the greater is the potential for a bicyclist's front wheel to be diverted by the gap on either side of the rail — or even by the rail, itself. Crossing angles of 30 degrees or less are considered exceptionally hazardous, particularly when wet. However, if the crossing angle is less than approximately 60 degrees, remedial action should be considered.

Under the existing conditions, bicyclists approaching the mainline crossing frequently attempt to improve their angle as they traverse the tracks by veering far into the roadway, which reduces the risk of getting a tire stuck in the flangeway, but increases the risk of colliding with a motor vehicle. Some bicyclists swing so far into the roadway that they are at risk from oncoming motor vehicles traveling in the opposite direction.

The project will address the hazards at the mainline crossing in conjunction with the larger project to improve bicycle accommodations along the CTH H corridor. The project will improve safety for bicyclists at the mainline crossing by constructing short one-way off-road bike paths which will cross the tracks separately from the roadway crossing and will each intersect the mainline tracks at an angle of 60°. The 60° angle of the bike path crossings meets the minimum recommended bicycle crossing angle as set forth in the *Wisconsin Bicycle Facility Design Handbook*.

Separate one-way paths will be constructed for northbound and southbound bicyclists. The bike paths will consist of a 6'-wide paved surface and 1'-wide gravel shoulders. Across the tracks, the paths will widen out to approximately 20' to allow bicyclists an opportunity to cross the tracks at an angle closer to 90°. The flared bicycle accommodations will extend outside of the existing highway easement. DOT proposes that the railroad install concrete crossing panels for both bike path crossings.

The paved shoulders will be flared away from the roadway beginning at point between the stop bar and the existing location of the roadway crossing's lights and gates. The stop bars are 40' from the near rail for the northbound approach and 36' for the southbound approach. The path will then run parallel to the tracks for about 80' before turning somewhat abruptly toward the tracks. A tangent section begins in advance of the near rail and continues across both tracks before transitioning back to the paved and widened shoulder. The tracks are 15' apart measured between track centers. The total length of each bike path is about 140' and includes three horizontal curves.

The project design includes 27' minimum radii for horizontal curvature on the bike path segments, which is less than the 30' minimum radii called for in the *Wisconsin Bicycle Facility Design Handbook*. According to the testimony, the 27' radii are being proposed in order to limit right-of-way impacts by matching adjacent highway right-of-way widths.

In general, the shorter the radii, the sharper the curve. Thus, adhering to the recommended 30' radius set forth in DOT's own bicycle facility design handbook would decrease the degree of horizontal curvature on the approaches to the crossings and increase the crossing angle. Section 1.2 of the DOT's bicycle design handbook states that “bike path curve radii, for example, should be designed in a conservative manner.”

An exception to standards was granted by the DOT's Bureau of Project Development in accordance with the detailed procedures set forth in section 11-1-2 of the Facilities Development Manual for the use of 27' minimum radii in this project. While the proposed 27' radii do not meet the standards in the state's bicycle design handbook, the DOT's consulting engineer testified that the 27' radii are consistent with guidance on shared-use paths from the American Association of State Highway and Transportation Officials (AASHTO).

The existing conditions are, of course, extremely hazardous to bicyclists. The proposed bike path crossings will

improve safety by separating bicyclists from motor vehicle traffic at the CTH H mainline crossing and allowing bicyclists to cross the mainline tracks at a 60° angle rather than a 21° angle. Compared to the existing conditions at the mainline crossing, the project's proposal to build short, one-way bike paths along each side of CTH H will undoubtedly significantly improve safety for bicyclists using the CTH H crossing of the mainline tracks.

One could argue that the project design could have created even greater safety benefits if the design included larger horizontal curve radii, smaller horizontal degree of curvature, and crossing angles closer to 90°, but at a higher cost. The design does conform to AASHTO standards. The Bureau of Project Development was aware of the standards set forth in the *Wisconsin Bicycle Facility Design Handbook* when it granted the exception to standards for minimum horizontal curve radii. As designed, the project will provide substantial safety benefits for bicyclists using this crossing. The alteration of the CTH H mainline crossing as proposed by DOT and Kenosha County will clearly and significantly promote public safety and convenience.

### **Warning Devices for the Bicycle Path Crossings**

In addition to determining whether the proposed physical changes to the mainline crossing will promote public safety and convenience – they clearly will – the OCR must also determine what warning devices are necessary to adequately protect and promote public safety at the bike path crossings.

The mainline crossing is presently protected by 12" LED automatic flashing lights with gates and constant warning time circuitry and a bell on the northbound side. CTH H has pavement markings, stop bars and advance warning signs on the approaches to the mainline track crossing. DOT proposes that crossbucks with YIELD signs be installed at the bicycle path crossings. These passive warning devices would be augmented by the addition of sidelights on the existing automatic flashing lights and an additional bell on the southbound signal. The project will also clear grub and vegetation in the northwest and southeast quadrants to improve sight distance.

DOT proposes that the existing mast-mounted flashing light signals and gates be relocated to maintain the minimum allowable offset from the CTH H proposed shoulder.

In essence, DOT argues that passive warning devices will adequately protect public safety at the bike path crossings because the flashing lights and gates at the roadway crossing will actually also function as warning devices for the bike path crossings. The argument is unpersuasive. The **hearing examiner** concludes that the installation of mast-mounted signals is necessary to adequately protect and promote public safety at the bike path crossing.

A bicyclist traveling at 12 mph needs a minimum stopping sight distance of about 60' on a level grade including 2.5 seconds perception/reaction time. A bicyclist traveling at 20 mph needs a minimum stopping sight distance of about 130'. From their minimum stopping distance, a biker approaching the crossing must be able to determine whether they have enough time to reach a point of safety before a train arrives at the crossing.

If it is necessary to stop, the biker should stop no closer than 15' from the near rail. The safe clearance point begins when the biker is 15' beyond the far rail of the second track. The distance between the stopping point in advance of the first track and the safe clearance point is 67' measured along the path.<sup>3</sup> At 12 mph, it will take about 3.8 seconds to travel 67'. At 20 mph, it will take about 2.3 seconds.

Thus, when a bicyclist is at the safe stopping sight distance (60' for a bicyclist traveling 12 mph and 130' at 20 mph), they must be able to determine if they have enough time to clear the track zone before a train arrives at the crossing. At 12 mph, this equates to traveling 127' or about 7 seconds and about 257' or 9 seconds traveling at 20 mph.

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<sup>3</sup> Adding the 15' clearance before the near rail of the first track + 15' between track centers + 15' beyond the far rail of the second track=45'. Adjusting for the 60° crossing angle increases the distance from 45' to 67'.

Unless the bike path crossings are protected with mast-mounted signals installed at the bike path crossing, bicyclists will frequently lack the necessary information to determine whether they can safely proceed across the tracks. Because of the extreme skew of the roadway crossing, a northbound biker approaching the roadway crossing will almost certainly not be able to see a train traveling northeast (likewise for a train traveling southwest and southbound biker). Once they enter the bike path segment, bicyclists will be riding parallel to the tracks and facing directly away from any train overtaking them from behind. For example, a train traveling northeast will come from behind a northbound bicyclist while they peddle along the parallel path segment. A passenger train moving at 79 mph will quickly overtake a bicyclist traveling 20 mph since the passenger train travels almost 90' / second more than the 20 mph biker. A train that was nearly a 1000' down the tracks and behind the bicyclist will overtake the bicyclist before they can clear the bike path crossing. The problem is even worse for a slower moving bicyclist who will lose over 100' per second to the passenger train.

The existing CTH H roadway mainline crossing presents two distinct types of safety hazards to bicyclists traversing the crossing: the constant risks resulting from the crossing's extreme skew and the risk of being struck by one of the many fast-moving freight and passenger trains operating here. The project's addition of separate bike path crossings will greatly reduce the risk of getting a tire stuck in the flangeway, but much of the project's net overall safety benefit would be lost if those new bike path crossings are not protected with train-activated crossing signals. For the reasons set forth above, in order to adequately protect public safety, it is necessary to install mast-mounted 12" LED automatic flashing lights.

Only one mast-mounted signal shall be installed for each bike path crossing. Each signal shall be installed only for the permitted direction of travel (i.e. on the upstream approach) at each bike path crossing. No warning devices shall be installed on the downstream approach. The cost of the new signals shall be paid for from project funds. The cost may be less than average since the new signals will be controlled by the existing constant warning time circuitry located in the existing signal bungalow.

DOT proposed to install pavement markings and signs to warn users of the railroad crossing and tighter curve. "Slow Curve Ahead" will be marked on the pavement Section 3B.20 in the Manual on Uniform Traffic Control Devices or MUTCD) and Curve signs (sign W1-2L in the MUTCD) will be installed. In addition, "2 TRACKS" signs must be installed on the signal masts.

### **CTH H – Spur Track Crossing                      Crossing No. 696 383C / MP 49.93**

CTH H crosses a single industrial spur track at an angle of 68° (right-hand forward). The existing spur crossing track has a concrete panel crossing surface that extends beyond the existing shoulders. The existing crossing can accommodate the widening for the bike lanes without any physical changes. The widened and paved shoulders will have pavement markings to guide bicyclist across the track at an angle closer to 90°.

The crossing is protected by passive warning devices consisting of crossbucks and yield signs. CTH H has pavement markings, stop bars and advance warning signs on the approaches to the spur track crossing.

The railroad currently operates 2 switching moves per day, 4 to 5 days per week over the spur track crossing at very low speeds (5 to 10 mph). The Soo Line's witness testified that the railroad flags train movements over the crossing. Witnesses from the Village of Pleasant Prairie disputed that testimony and stated that law enforcement officers investigating the recent crossing accidents found no evidence of fusees or flares at the crossing.

The clearance point of the switch for the spur track is only about 350' from the western edge of the CTH H crossing. The spur track enters the EMCO facility about 60' east of the CTH H crossing. The EMCO facility is accessed by a locked gate where the spur track enters the property. The train crews have keys to unlock the gate. EMCO is the only

customer served by the Soo Line on this track. The railroad drops one or two tanker cars and hauls out a like number of empty cars each time it serves the facility.

A driver traveling at 35 mph needs a distance of 281' to stop safely. The crossing warning devices are visible at a distance far in excess of 281' in each direction. The approach sight distance is adequate.

Assuming a train speed of 10 mph, a driver traveling at 35 mph needs to see a train when it is 112' from the crossing from a point 281' down the highway. The sight distance available in each quadrant from the safe stopping distance is as follows: 430' in the northwest quadrant, 270' in the northeast quadrant, 242' in the southwest quadrant and 88' in the southeast quadrant. The corner sight distance is adequate in all but the southeast quadrant.

The necessary clearing sight distance at the CTH H spur track crossing is 225'. The available clearing sight distance is 323' in the northwest quadrant, 122' in the northeast quadrant, 320' in the southwest quadrant and 95' in the southeast quadrant. The clearing sight distance is adequate in all but the southeast quadrant.

The exposure factor at the spur track crossing is about 10,000.

Three train-vehicle accidents have occurred at this crossing since it was established in 1993. The crashes occurred in 2014 (2) and 2006.

On January 5, 2006, a northbound pick-up truck failed to yield and hit a train. The driver was uninjured and property damage was minor. The incident occurred at night in clear conditions.

On June 26, 2014, a southbound passenger vehicle struck a train that was stopped on the tracks. The crash occurred at night with foggy conditions. The driver was injured. According to the "Highway-Rail Grade Crossing Accident/Incident Report" filed by the Soo Line with the Federal Railroad Administration (FRA), the train was struck by the highway vehicle just after the train had stopped. The crew had just finished serving the EMCO facility and the conductor was securing a rail car in preparation to head back to the mainline.

The police report of the June 2014 accident states that the train consisted of one locomotive and 12 rail cars. The railroad's Accident/Incident Report states the train consisted of one locomotive and 7 rail cars. Rail cars come in a variety of lengths. Most rail cars are about 50' to 70' in length. Locomotives are generally about 70' in length. Thus, the maximum train consist that will fit between the clearance point of the mainline switch and the gate at the EMCO facility is one or two locomotives and 7 or 8 rail cars. The railroad does not want its mainline track fouled by a local switch train that is too long to fit in the defined space available.

On July 8, 2014, a southbound passenger vehicle struck a train that was stopped on the tracks. The driver was injured. The incident occurred overnight in the pre-dawn hours (4:34 a.m.).

In each case, the crash occurred at night or low visibility conditions and the motor vehicle ran into a train that was stopped and occupying the crossing. None of the drivers exhibited any signs of impaired driving. It is reasonable to conclude that these accidents occurred because the motorist did not see the train sitting on the crossing.

It is not unusual for motor vehicles to run into trains that are already occupying the crossing, especially in low visibility conditions. In 2004, the FRA noted that:

Approximately 23% of all highway-rail grade crossing accidents involve motor vehicles running into trains occupying grade crossings ("RIT" accidents). Many of these RIT accidents occur during nighttime conditions (dawn, dusk, and darkness)...This suggests that a contributing factor to many RIT accidents is the difficulty motorists have in seeing a train consist at a crossing in time to stop their vehicles before reaching the crossing, particularly during periods of limited visibility, such as dawn, dusk, darkness, or during adverse

weather conditions....

...The physical characteristics of trains...and the inherent limitations of human eyesight, often make it difficult for motorists to detect a train's presence on highway-rail grade crossings, particularly during periods of limited visibility. Freight trains lack conspicuity in different environmental settings. For example, trains are typically painted a dark color and are often covered with dirt and grime which are inherent in the railroad environment. With the exception of locomotives, trains are usually unlighted and are not equipped with reflective devices...Consequently, much of the light from an approaching motor vehicle's headlights is absorbed by the freight cars, instead of being reflected back toward the motorist. In addition, the large size of freight cars also makes them difficult to detect...This condition is further exacerbated when a train is stopped on a crossing.

<https://federalregister.gov/a/04-28407>

In an effort to reduce such accidents, the FRA promulgated a regulation requiring reflectorization of freight rolling stock (freight cars and locomotives). The regulations established an implementation schedule that required owners of freight car fleets to install reflectorization on 90% of their freight cars by May 31, 2014 and 100% by May 31, 2015. All locomotives were required to be reflectorized by May 31, 2010. See 49 C.F.R Part 224. The freight cars struck in both 2014 accidents were reflectorized. However, in both cases the freight car that was struck was a black tanker car. Despite reflectorization of the tanker cars, it is apparent that the drivers failed to see the stopped train until it was too late.

The Village of Pleasant Prairie requested that the OCR order the installation of automatic flashing lights with gates at the CTH H spur track crossing. Such installations typically cost about \$200,000 per crossing. The state budget provides the OCR with \$4.4 million per year in state and federal safety funds.

The OCR has jurisdiction over public safety at all 4,024 public at-grade crossings in Wisconsin. Currently, 940 crossings have flashing lights without gates and 882 crossings have flashing lights with gates. Thus, train-activated warning devices are installed at 45.3% of the public at-grade crossings in Wisconsin, but even this statistic presents a too rosy picture. Since the mid-1990s, the standard installation of new train-activated warning devices ordered by the OCR includes both lights and gates (the cost of including gates in a new signal installation is relatively small, but produces a significant boost in efficacy; lights with gates are about 19% more effective than lights without gates). In other words, with very few exceptions, if a crossing has flashing lights, but no gates, then the warning devices have been in service for at least 18 years and are nearing or past the end of their useful life. Meanwhile, 2,202 of the public at-grade crossings (54.7%) only have passive warning devices, such as crossbucks with YIELD or STOP signs. With its annual \$4.4 million crossing safety budget, the OCR is able to fund the installation of lights and gates at about 20 crossings per year.

All of this is simply by way of providing context. The necessary warning devices at any particular crossing are evaluated on their own merits. The OCR expends its safety funds where needed based on the relevant facts, such as the number and speed of trains, highway traffic volume, geometric layout of the crossing, adequacy of sight distance, and accident history.

At the hearing, the Village and Kenosha County indicated they were willing to pay the required 10% local match if DOT agreed to fund the remaining 90% of the cost of the warning devices using its part of the federal Section 130 program for crossing safety improvements. This stance established their good faith belief that the CTH H spur track crossing needs lights and gates and their willingness to back up those views with funds from their own budgets.

The Village of Pleasant Prairie plans to install overhead street lights in the vicinity of the crossing, probably in 2014. At the time of the hearing, the County was working on a street lighting study to determine the number and type of street lights needed.

The **hearing examiner** concludes that the conditions at the CTH H spur track crossing do not warrant the installation of lights and gates (or even lights without gates). The evidence establishes that the crashes at this crossing were a direct result of the inability of drivers to see a train that was stopped and fully occupying the crossing during low visibility conditions (nighttime), which is a long-recognized phenomenon, so well-recognized that the FRA promulgated regulations requiring reflectorization of all railroad rolling stock. Reflectorization has been effectively used to improve safety in the railroad industry, as well as other transportation industries. Indeed, the OCR has taken advantage of improved reflective materials technology to implement statewide upgrades to signage at all passive crossings.

The reflectorization of railroad rolling stock has almost certainly reduced the number of instances of motorists running into trains, but as the experience at this crossing demonstrates, in some cases, reflectorization isn't enough and the low visibility conditions need to be addressed more directly. Installing overhead street lights in the vicinity of the crossing should eliminate crashes caused when light-absorbing black tanker cars stop on a crossing at night in foggy, rainy conditions.

Installing new YIELD signs with LED blinker lights is an additional low-cost option that might help address the visibility problem. Because these lights blink continuously whether a train is occupying the crossing or not, they may not be of great value at this location. The **hearing examiner** has not included the installation of new YIELD signs with LED blinker lights in this **proposed order**. The **hearing examiner** requests that the **Village of Pleasant Prairie and Kenosha County** submit comments in response to this proposed decision indicating whether they support the installation of YIELD signs with LED blinkers lights and whether they are willing to pay for the materials and installation costs.

**Source of funding:** The DOT proposes that the project will reimburse the Soo Line Railroad Co. for 100% of the cost to install new concrete crossing panels for the flared bicycle crossings of the 2-track mainline, extending at least one foot beyond the bicycle flare shoulders. DOT also proposes that the project will reimburse Soo Line Railroad Co. for 100% of the cost to relocate the existing signals and gates beyond the proposed widened shoulders, and the addition of a southbound bell.

DOT also proposed to reimburse the Soo Line for the cost to add sidelights to the existing warning devices at the mainline crossing. The **proposed decision** does not include the additional sidelights because they became redundant in light of the provisions in the **proposed decision** for new mast-mounted flashing lights at each new bike path crossing. The **proposed decision** requires that the project reimburse the Soo Line Railroad Co. for the cost of those new signals.

**Timing:** DOT indicated that roadway construction is anticipated to start June 1, 2015 and be completed by August 15, 2015. DOT requested that the OCR order the railroad to complete its signal and crossing surface work by July 1, 2015.

#### PROPOSED ULTIMATE CONCLUSIONS ON THE ISSUES

1. That the alteration of the crossing at-grade of CTH H with the Soo Line Railroad Co. mainline tracks in accordance with the design plans of the Wisconsin Department of Transportation in the Village of Pleasant Prairie, Kenosha County will promote public safety and convenience.
2. That in order to adequately protect and promote public safety at the bike path crossings of the mainline tracks, it is necessary to install and maintain mast-mounted 12" LED automatic flashing lights on one approach at each bike path crossing.
3. That in order to adequately protect and promote public safety, it is necessary to maintain the existing crossbucks and YIELD signs at the CTH H industrial spur track crossing.

4. That it is reasonable that the Soo Line Railroad Co. bear no part of the cost for the crossing construction or signal installation.

#### PROPOSED CONCLUSION OF LAW

That the Office of the Commissioner of Railroads has jurisdiction under Wis. Stat. §§ 195.03(2), 195.28 and 195.29 and the Office enters an order consistent with the findings of fact.

#### PROPOSED ORDER

##### The hearing examiner recommends:

1. That the **Soo Line Railroad Co.** shall install and maintain two separate bike path crossings at-grade of **CTH H** with its **mainline tracks** in accordance with the design plans of the Wisconsin Department of Transportation and Kenosha County in the Village of Pleasant Prairie, Kenosha County by **July 1, 2015** (Crossing No. 388 035A / MP 50.11).

2. That the **Soo Line Railroad Co.** shall install and maintain a single mast-mounted 12" LED automatic flashing lights with "2 TRACKS" signs and other appropriate appurtenances in accordance with such plans as are filed with and approved by the Office of the Commissioner of Railroads at the crossing of its **mainline tracks** with **each bike path crossing** of **CTH H** at-grade in the Village of Pleasant Prairie, Kenosha County by **July 1, 2015** (Crossing No. 388 035A / MP 50.11). These signals shall be installed only for the permitted direction of travel (i.e. on the upstream approach to the crossing). No warning devices shall be installed on the downstream approach.

3. That the **Soo Line Railroad Co.** shall relocate the existing automatic flashing lights and gates to provide the minimum allowable offset from the widened shoulders at the crossing of its **mainline tracks** with **each bike path crossing** at **CTH H** at-grade in the Village of Pleasant Prairie, Kenosha County by **July 1, 2015** (Crossing No. 388 035A / MP 50.11).

4. That the **Soo Line Railroad Co.** shall also install and maintain an electronic bell on the existing signal equipment for the southbound approach and shall relocate the existing signals and gates in accordance with the design plans of the Wisconsin Department of Transportation and Kenosha County at the crossing of its **mainline tracks** with **CTH H** in the Village of Pleasant Prairie, Kenosha County by **July 1, 2015** (Crossing No. 388 035A / MP 50.11).

5. That the **Wisconsin Department of Transportation** shall install and **Kenosha County** shall maintain "Slow Curve Ahead" pavement markings and Curve signs (W1-2L in the Manual on Uniform Traffic Control Devices) on the upstream approach to each bike path crossing at the crossing of the Soo Line Railroad Co. **mainline tracks** with **CTH H** in the Village of Pleasant Prairie, Kenosha County by **July 1, 2015** (Crossing No. 388 035A / MP 50.11).

6. That the **Soo Line Railroad Co.** shall maintain the existing retroreflective back-to-back crossbucks with YIELD signs on the same posts with 2" wide reflective vertical strips on the front and back of the support posts on each approach to the **spur track crossing** with **CTH H** at-grade in the Village of Pleasant Prairie, Kenosha County (Crossing No. 696 383C / MP 49.93).

7. That the **Soo Line Railroad Co.** shall submit to the Office of the Commissioner of Railroads signal and circuit plans with the cost estimate of its proposed installation and upon completion of the signal project, a detailed statement of the actual cost to the Office and to the Wisconsin Department of Transportation.

8. That the signal installation work herein ordered shall not begin until the regional office of the Wisconsin Department of Transportation informs the railroad that they may start such work and such start notice will not be issued until appropriate federal aid or other funding arrangements have been assured. The cost of the new project initiated before the start notice will not be reimbursed with public funds and shall be the responsibility of the railroad.

9. That the **Soo Line Railroad Co.** shall notify the Office of the Commissioner of Railroads upon completion of the signal project.

10. That to the extent feasible the **Soo Line Railroad Co.** shall re-use the existing signal equipment.

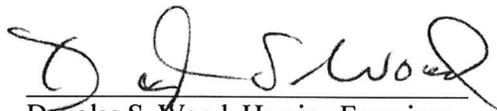
11. That the **Soo Line Railroad Co.** shall bear no part of the cost of the crossing construction or signal installation.

12. That notwithstanding any other cost apportionment in this order, the **Soo Line Railroad Co.** shall bear any cost assessed to the railroad pursuant to Wis. Stat. § 195.60 for the investigation of this matter by the Office. The railroad shall not pass on those assessment costs either directly or indirectly.

13. That jurisdiction is retained.

Dated at Madison, Wisconsin, September 10, 2014.

By the Office of the Commissioner of Railroads.

  
Douglas S. Wood, Hearing Examiner

9150P600 /dw

**Village of Pleasant Prairie**  
**Office of the Village Administrator**

October 2, 2014

TO: Village Board of Trustees

FROM: Michael R. Pollocoff  
Village Administrator

RE: Selection of a Financial Advisor

In September, the Securities and Exchange Commission gave final approval for definitions of “Municipal Advisors” as regulated under the Dodd-Frank Act. Under the new rules, underwriters and other professionals that do not have a fiduciary duty to issuers will not be able to provide financial advice to governments unless certain exemptions are met. Under the Act and subsequent rules, all local governments, employees, board members, committee members and others are exempt from the rule while acting in their official capacity.

As the Village staff evaluated how to proceed under these new rules, the staff sought out what the current best practices are for securing this service. As a member of the Government Finance Officers Organization (GFOA), we were able to take advantage of their research of available alternatives. GFOA strongly recommends that local governments hire a “Municipal Advisor” for bond transactions rather than utilizing the current arrangement where the underwriter and financial advisor could be the same individual or firm.

The Village of Pleasant Prairie has had a long and productive relationship with Piper/Jaffray & Co. to provide both underwriting and financial advisory services to the Village. Under the new rules, I am recommending that the Village Board consider entering into an agreement with Sterne, Agee, & Leach for financial advisory services. Sterne, Agee proposes providing “Municipal Advisory” services for \$1.00 per \$1000.00 in bonds issued. Staff is recommending the Sterne, Agee group based in part on high recommendations from our current underwriting consultant Gene Schulz at Piper/Jaffray & Co. and our previous experience with Mr. James Towne, the Managing Director in his previous employment. Sterne Agee is a national firm with extensive experience in financial services. I am also recommending that the Village continue their relationship with Piper/Jaffray & Co. for underwriting services.

**AGREEMENT FOR FINANCIAL ADVISORY SERVICES**

**By and Between**

**THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**

**A Municipal Corporation**

**And**

**STERNE, AGEE & LEACH, INC.**

**A Delaware Corporation**

THIS AGREEMENT FOR FINANCIAL ADVISORY SERVICES, ("AGREEMENT") effective as of the last date of execution is entered into between the Village of Pleasant Prairie, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "ISSUER", and Sterne, Agee & Leach, Inc., a Delaware corporation with principal offices located at 800 Shades Creek Parkway, Suite 700, Birmingham, Alabama 35209, hereinafter referred to as "STERNE AGEE"; collectively referred to as the Parties.

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot be determined and that in connection with the authorization, sale, issuance and delivery of such indebtedness of the Issuer, Sterne Agee will provide professional services to the Issuer in the capacity of municipal financial advisor ("Financial Advisor").

NOW THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the Issuer and Sterne Agee agree as follows:

I.

This Agreement shall apply to any and all general obligation evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period that this Agreement shall be effective. This Agreement shall not include revenue bond issues or bond issues where the Issuer serves as a conduit Issuer.

II.

Sterne Agee agrees to provide its professional services and its facilities as Financial Advisor and agrees to direct and coordinate all general obligation programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective and to assume and pay those expenses set out in Appendix A, provided, however, that its obligations to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

### III.

Sterne Agee agrees to perform the following duties normally performed by financial advisors and all other duties as, in its judgment, may be necessary or advisable:

1. Sterne Agee will periodically review the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service debt. This review will include an analysis of existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. Sterne Agee will also take into account future financing needs and operations as projected by the Issuer's staff or other experts, if any, employed by the Issuer.

2. On the basis of the information developed in the review described above, and other information available to us, Sterne Agee will submit to the Issuer its recommendations on the Debt Instruments under consideration including such elements as the date of issue, interest payment dates, schedule of principal maturities, portions of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon the professional judgment of Sterne Agee with the goal of issuing Debt Instruments, which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.

3. Sterne Agee will advise the Issuer of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of Debt Instruments may be set at a time which, in our opinion, will be favorable.

4. Sterne Agee understands the Issuer has retained or will retain a firm of municipal bond attorneys ("Bond Counsel") whose fee will be paid by the Issuer. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, Sterne Agee will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election.

5. Sterne Agee will recommend the method of sale of the Debt Instruments that, in its opinion, is in the best interest of the Issuer and will proceed, as directed by the Issuer, with one of the following methods and the Issuer agrees to pay Sterne Agee the fees set forth in Appendix A attached hereto:

a. Advertised Sale: Sterne Agee will supervise the sale of the Debt Instruments at a public sale in accordance with procedures set out herein.

b. Negotiated Sale: Sterne Agee will recommend one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of Debt Instruments and in no event will Sterne Agee participate either directly or indirectly in the underwriting of the Debt Instruments. Sterne Agee will review on the Issuer's behalf the preparation of the Official Statement or Offering Memorandum by the

senior managing underwriter selected and Counsel to the underwriters, if any. Sterne Agee will cooperate with the underwriters in obtaining any Blue Sky Memorandum and Legal Investment Survey, preparing Bond Purchase Contract, Underwriters Agreement and any other related documents. The costs thereof, including the printing of the documents, will be paid by the underwriters or from costs of issuance account balances, if available.

6. When appropriate, Sterne Agee will assist Bond Counsel in any publications of the forthcoming sale of Debt Instruments and provide them with all pertinent information.

7. Sterne Agee will assist in the preparation of the Preliminary Official Statement, Official Statement, Limited Offering Memorandum and/or such other documents as may be required by the financing. The Issuer agrees to provide information that is true and correct in all material respects and does not omit to state a material fact necessary to be stated in the offering documents associated with any transaction contemplated within. Sterne Agee will submit to the Issuer all such documents for examinations, approval and certification.

8. Sterne Agee will, after consulting with the Issuer, arrange for such reports and opinions of recognized independent consultants deemed necessary by rating agencies or the Issuer and required for the successful marketing of the Debt Instruments.

9. Subject to the approval of the Issuer, Sterne Agee will organize and make arrangements for such information meetings with institutional investors or rating agencies as, in the judgment of Sterne Agee, may be necessary.

10. Sterne Agee will make recommendations to the Issuer as to advisability of obtaining a credit rating, or ratings, for the Debt Instruments as, in the opinion of Sterne Agee, is required for submission to the appropriate company, institution or institutions. Subject to the approval of the Issuer, in those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, Sterne Agee will arrange for such personal presentations.

11. Sterne Agee will make recommendations to the Issuer as to the advisability of obtaining municipal bond insurance or other credit enhancement, or qualifications for same, for the Debt Instruments and, when directed by the Issuer, Sterne Agee will coordinate the preparation of such information as, in the opinion of Sterne Agee, is required for submission to the appropriate company, institution or institutions. Subject to the approval of the Issuer, in those cases where the advisability of personal presentation of information to the appropriate company, institution or institutions, may be indicated, Sterne Agee will arrange for such personal presentations.

12. Sterne Agee will communicate with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Bond Counsel will provide an unqualified legal opinion as to the legality of the issuance of the Debt Instruments at the time of delivery.

13. If requested, Sterne Agee will consult with the Issuer in the selection of a Paying Agent/Registrar for the Debt Instruments, and will assist in the preparation of

agreements pertinent to these services and the fees incident thereto.

14. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, Sterne Agee, subject to the approval of the Issuer, will make arrangements on the Issuer's behalf for such services.

15. Sterne Agee agrees to do, or cause to be done, all work incidental to the Debt Instruments, pertaining to obtaining approval.

16. At the Issuer's request, Sterne Agee will attend any meetings of the governing body of the Issuer, its staff, representatives or committees, at all times when Sterne Agee may be of assistance or service and the subject of financing is to be discussed.

17. Sterne Agee will advise the Issuer and its staff of changes, proposed or enacted, in Federal and State laws and regulations that would affect the municipal bond market.

18. Sterne Agee will work with the Issuer, its staff and any consultants employed by the Issuer in developing financial feasibility studies and analyzing alternative financing plans.

#### IV.

In addition to the services set out above, Sterne Agee agrees to provide the following services when so requested by the Issuer:

1. Sterne Agee or one of its subsidiaries will provide its advice as to the investment of certain funds of the Issuer. Sterne Agee or one of its subsidiaries will, when so directed, purchase those investments authorized to be purchased and Sterne Agee will charge a normal and customary commission for each such transaction.

2. Sterne Agee will provide its advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

3. Sterne Agee will provide its advice and assistance in the development of, and financing for, any capital improvement programs for the Issuer.

4. Sterne Agee will provide its advice and assistance in the development of the long-range financing plan of the Issuer.

5. Sterne Agee will provide any other financial planning services as may be requested by the Issuer.

#### V.

The fees due to Sterne Agee shall be calculated in accordance with Appendix A, which is attached hereto, and any other fees as may be mutually agreed and all expenses for which Sterne Agee is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

#### VI.

This Agreement shall become effective on the last date of execution set out herein below and remain in effect until terminated by Issuer. This Agreement may be terminated by Issuer with or without cause at any time upon written notice of termination by Issuer to

Sterne Agee. In the event of such termination, it is understood and agreed that only the amount due to Sterne Agee for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

When executed by the Issuer, this Agreement, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and Sterne Agee for the purposes and the considerations herein specified. Acceptance will be indicated by the signature of authorized officials of the Issuer together with the date of execution on three (3) copies and the return of two (2) executed copies to Sterne Agee.

VII.

This Agreement shall be construed and enforced according to the laws of the State of Wisconsin. The Issuer and Sterne Agee agree that any matter which may be brought or pursued in Court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin and the Issuer and Sterne Agee each consent to said venue and the court's personal jurisdiction over them.

VIII.

Sterne Agee represents to Issuer that Sterne Agee is a Delaware corporation, in good standing in Delaware and Wisconsin, that all acts which are a condition precedent to entering into this Agreement have thereby taken place, and that the individual executing this Agreement on behalf of Sterne Agee has the authority to do so and to bind Sterne Agee to the terms and conditions of this Agreement.

*Signature pages follow*





## APPENDIX A

### Financial Advisory Services

In consideration for the services rendered by Sterne Agee to the Issuer with respect to the issuance of Debt Instruments under the terms and conditions of the Agreement to which this is attached, it is understood and agreed that the fee payable to Sterne Agee for each issue of Debt Instruments will be as follows:

\$1.00 per \$1,000 of Bonds Issued. A \$10,000,000 bond issue would result in a fee of \$10,000.

For any issue of Advanced Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that the fee due by the Issuer will be the fee schedule set out above, plus 25%.

The payment of charges for financial advisory services shall be contingent upon the delivery of Debt Instruments and shall be due at the time that Debt Instruments are delivered.

The Issuer shall be responsible for the following expenses, whether they are charged directly to the Issuer as transaction-related expenses or charged to Sterne Agee on behalf of the Issuer as reimbursable expenses:

Bond counsel fees

Bond rating fees

Credit enhancement fees

Verification fees associated with refunding transactions

Official Statement preparation, printing and distribution

Bond pricing or rating travel expenses for city employees and officers

# Sterne, Agee & Leach Project Finance Group Statement of Qualifications



**Sterne, Agee & Leach, Inc.**

Project Finance Group

100 South Fifth Street, Suite 1900  
Minneapolis, Minnesota 55402

**Jim Towne**, Managing Director

Office: 612.605.6256 | Cell: 612.253.1918

Email: [jtowne@sterneagee.com](mailto:jtowne@sterneagee.com)

**Jandra Lubovich**, Senior Vice President

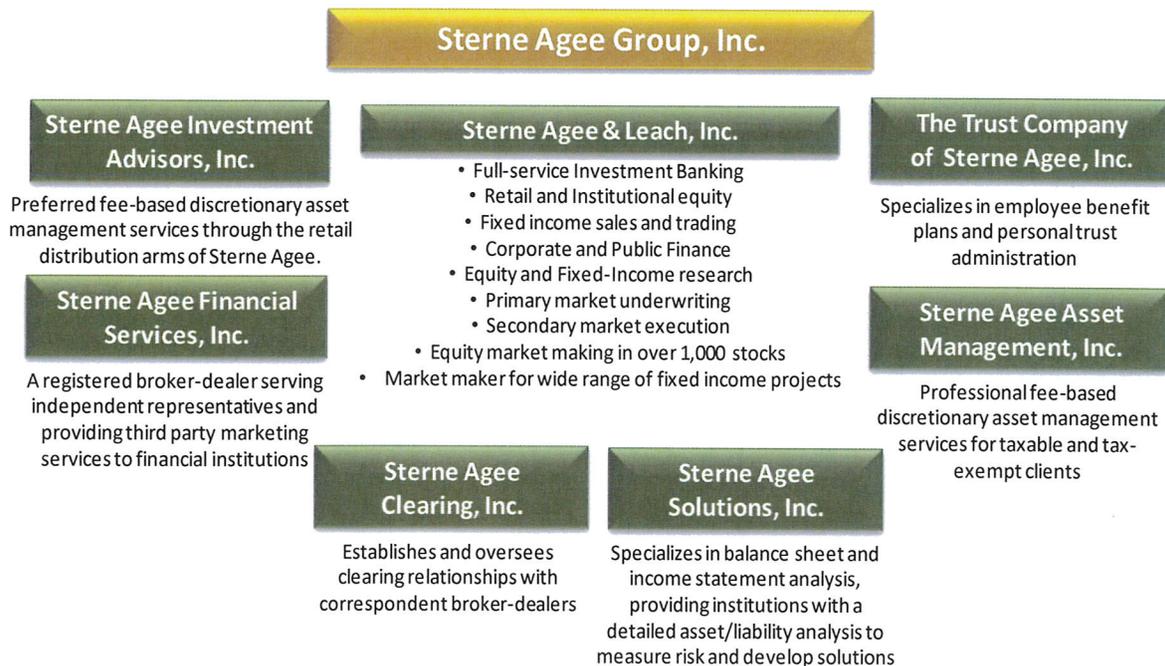
Office: 612.605.6257 | Cell: 651.216.6596

Email: [jlubovich@sterneagee.com](mailto:jlubovich@sterneagee.com)

## Firm Overview

Since our founding in 1901, Sterne, Agee & Leach, Inc. (“Sterne Agee”) has evolved into one of the largest privately-held investment banks in the nation. Headquartered in Birmingham, Alabama, Sterne Agee employs more than 1,600 financial professionals in 70 offices across 20 states and custodies over \$23 billion in client assets through its family of wholly-owned subsidiaries.

Sterne Agee is a full-service investment bank with major product areas including: underwriting of both tax-exempt and taxable bonds, equity and debt capital markets, corporate finance, public finance, equity and fixed income research and wealth management. We excel in offering a wide-array of innovative, cost effective financing solutions. Our network of subsidiaries is depicted below:

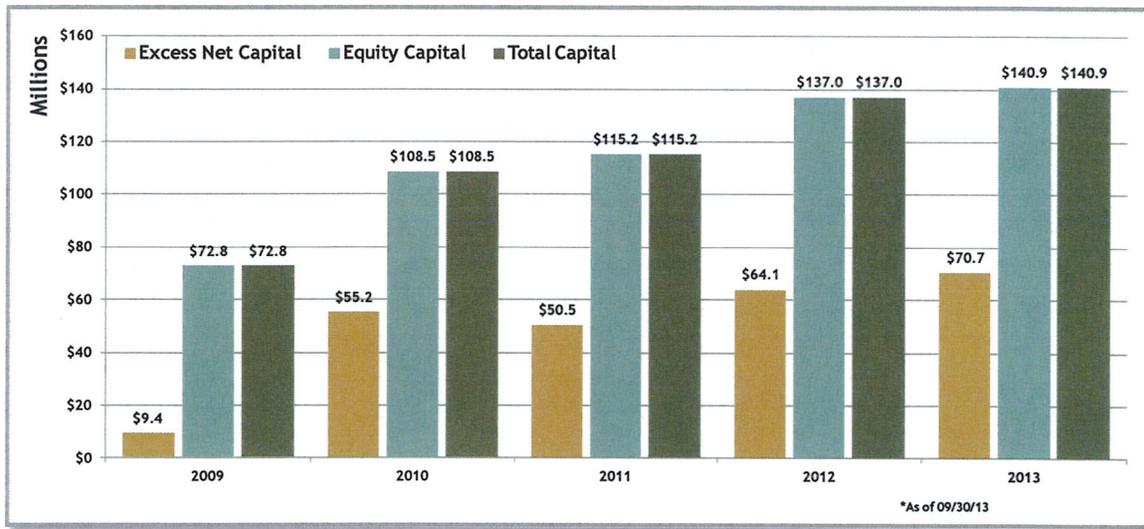


In recent years, Sterne Agee has grown organically and through acquisition at a rapid pace, aggressively seeking to expand its footprint. The firm acquired FBC Mortgage in Florida and the private client group of Anderson Strudwick in Virginia in 2012, and in October 2013 purchased the London, UK based brokerage firm Yorvik Partners, LLP to expand distribution of its dollar-denominated credit products to Europe.



Sterne Agee’s traditional business model has ensured that the firm remains on solid financial footing with its significant growth even during times of market turmoil. Sterne Agee’s capital numbers for the past three years can be seen below. Sterne Agee’s most recent annual financial statement can be found online at <http://www.sterneagee.com/disclosures.php>.

Date	Total Capital	Equity Capital	Excess Net Capital	Avg. Daily Inv.
2011	112,770,600	112,770,600	50,842,657	50,000,000
2012	139,872,420	139,872,420	67,080,156	75,000,000
9/30/2013	140,914,710	140,914,710	70,653,620	75,000,000



### Sterne Agee Public Finance

Sterne Agee’s Public Finance offices serve as originating centers for public finance transactions initiated throughout the country. The firm has 17 public finance bankers operating out of eight offices (New York, Birmingham, Montgomery, Minneapolis, Macon, Dallas, Houston & San Antonio) and maintains three municipal bond trading desks (New York, Birmingham and Newport Beach). Public finance clients benefit from Sterne Agee’s expertise in bond underwriting, financial advisory services, mergers and acquisitions advisory, asset monetization, advanced refunding structuring, reinvestment programs, arbitrage rebate analysis, tax increment financing and tax incentive advisory services. Sterne Agee provides services to healthcare providers, non-profit organizations, higher education institutions, governmental issuers, development issuers, developers, corporations and partnerships.

### Commitment to Municipal Finance

Sterne Agee is strongly committed to the municipal finance business. The full resources of the firm are devoted to all our municipal clients and we believe our commitment, our personnel and our record of achievement define our superior qualifications in serving our clients.

### Sales and Distribution Capabilities

Sterne Agee has a unique and unparalleled platform for retail and institutional marketing and distribution of municipal bonds. We have long-term relationships with institutional investors, private banking clients, middle market investors and correspondent brokers through Sterne Agee Capital Markets. This consists of more than 1,500 representatives in over 106 correspondent broker dealers which make Sterne Agee a major player in both the retail and institutional investor arenas.

Our institutional capabilities reflect our historical focus on the largest municipal investors, while our retail depth has been expanded beyond our traditional high-net-worth clients in the Sterne Agee Private Client Group to include the middle-market clients of Sterne, Agee Financial Services and Sterne Agee Clearing.

#### INSTITUTIONAL SALES

Sterne Agee has 200+ institutional municipal professionals in 16 locations, with strong relationships with all Tier I, II and III municipal buyers. The firm has three underwriters and five traders to support our institutional sales effort.

Our institutional sales force covers large mutual funds, insurance companies and trust departments, the primary purchasers of new issue product. While covering most large institutions and middle market tier accounts, SAL also focuses on many of the middle tier money managers and investment advisors since flows into these managed municipal bond accounts continue to be quite heavy. Of the 500 largest municipal portfolios, over 450 consist of banks with less than \$500 million in capital—a core client base of Sterne Agee's.

In fact, approximately 30% of the trading revenues generated by the firm are with middle-market tier accounts. These accounts have special needs and typically trade in par amounts up to \$5 million. Sterne Agee works closely with these investors as a business opportunity and is committed to providing the Board with valuable coverage of these middle-markets accounts as well as larger institutional investors. Sterne Agee's footprint, combined with this extensive coverage of Tier II and Tier III accounts allows our distribution network to reach investors that most firms decline to cover at all, and provide a level of coverage unmatched anywhere.

#### RETAIL DISTRIBUTION

Sterne Agee's retail distribution combines three distinct and robust platforms to offer our issuer clients access to a diverse group of investors: Sterne Agee Private Client Group, Sterne Agee Financial Services, and Sterne Agee Capital Markets. By penetrating a broad array of retail investors, Sterne Agee is able to generate maximum interest for our clients' bonds, thereby effectuating a lower cost of borrowing.

#### ***Sterne Agee Private Client Group:***

With 24 offices in 11 States, Sterne Agee Private Client Group ("PCG") consists of over 150 investment advisors helping more than 150,000 clients nationwide. Sterne Agee's PCG advisors offer a wide range of products including stocks, bonds and mutual funds and services to assist and achieve our clients' financial goals. With respect to fixed income, Sterne Agee PCG has access to our full-service fixed income trading desk that allows them to participate in our negotiated, competitive, or private placement transactions. By utilizing Sterne Agee PCG, our issuer clients are afforded optimal access to sophisticated buyers who are ultimately looking to hold their bonds for long periods of time.

***Sterne Agee Financial Services:***

Sterne Agee Financial Services, Inc. ("SAFS") serves over 275 independent registered representatives in a nationwide network of branch offices and financial institutions. As part of Sterne Agee, SAFS serves the investment needs of its clients throughout all 50 states. In addition to partnering them with an experienced Financial Advisor, SAFS offers its clients access to the primary markets. By leveraging our retail distribution networks, issuers are able to broaden their appeal and generate maximum interest.

***Sterne Agee Clearing:***

Sterne Agee Clearing consists of over 1,500 registered representatives and over 85 correspondent broker-dealers nationwide. It offers the combined strength and tradition of the Sterne, Agee & Leach name to independent registered representatives by providing securities clearing services and a full range of financial products. Our broker-dealers and independent registered representatives are able to leverage Sterne Agee's access to the primary markets and thus participate in our negotiated and competitive underwritings and private placements.

**Financing Services**

Developing an appropriate financing strategy for a project can be time consuming and labor intensive. You can be assured that the Sterne Agee project finance team will make your financing our top priority. Throughout the financing phase, we will provide a broad range of services, such as:

1. Reviewing preliminary official statements, official statements, bond loan syndication offering memorandums for the sale of the bonds, and other financing documents, as necessary,
2. Modeling various proposed financing structures,
3. Tracking outstanding debt and costs associated with defeasing that debt,
4. Participating in the transaction approval process including ensuring that appropriate regulatory requirements are met,
5. Utilizing government programs to take advantage of public-private partnership incentives,
6. Leading the rating process to achieve the highest possible rating,
7. Presenting the proposed financing structure to governmental officials for approval, and
8. Selling the debt to investors through the appropriate Sterne Agee distribution networks.

**Why select Sterne Agee?**

Sterne Agee will bring the full weight of its national resources to the structure, sale and completion of your project financing. The combination of our name recognition, solid reputation, creativity, and distribution capability allows Sterne Agee to have a positive impact on the affordability and cost of capital for infrastructure projects.

## Areas of Project Finance Expertise

### Renewable Energy Sector

- Municipal Recycling (Materials Recovery Facilities)
- Municipal Waste to Energy
- Anaerobic Digestion (conversion of organic waste to natural gas or electricity)
- Fleet Conversion (diesel engines to natural gas engines)
- Wind Power
- Solar Energy
- Wood Biomass/Wood Pellets/Biomass Electric Generation
- Fuel Grade Ethanol
- Bio-Diesel Generation
- Gasification
- Synthetic Coal

### Energy Savings Structures

- Interior Lighting and Controls (LED Lighting)
- Boiler Replacement and Repair of Steam Distribution Systems
- HVAC Systems
- LED Traffic System
- Water Treatment Plant and Wastewater Treatment Plant Pumps and Motors
- Water Conservation Systems
- Weatherization Measures
- Energy Management Systems
- Central Plant Improvements
- Roof and Window Replacements

### Highway Infrastructure Funding

- Design Build Finance Projects for State Departments of Transportation/Local Transportation
- Non-Recourse (to the contractor) Financing
- Tax-exempt Bonds
- Funding for projects that are approved but delayed

### **P3 - Public Private Partnerships**

- Parking Garages
- Courthouse Buildings/Other Government Buildings
- Stadiums
- Transit Systems
- Transportation Infrastructure
- Dorms and other College Buildings

#### **Types of P3 Arrangements:**

- Design Build (DB)
- Asset Management Contract
- Design Build Finance (DBF)
- Design Build Operate Maintain (DBOM)
- Design Build Finance Operate (DBFO)
- Design Build Finance Operate Maintain (DBFOM)
- Build Operate Transfer (BOT)
- Joint Development Agreement (JDA)
- Concession
- Asset Lease/Sale

### **P3 - Asset Monetization**

We represent the governmental entity in asset sale or asset restructuring to non-profit or private company:

- Water Plant
- Wastewater Plant
- Parking Systems
- Libraries
- Other government owned assets

**Project Finance Team**

**James Towne**  
Managing Director



**PROJECT HIGHLIGHTS**

- \$185,145,000  
City of Carmel, Indiana  
Redevelopment Authority  
Lease Rental Multipurpose  
Revenue Bonds, Series 2012A &  
2012 B
- \$91,000,000  
City of Westfield, Indiana  
Water and Wastewater System  
Asset Sale, 2013
- \$38,655,000  
Space Coast Infrastructure  
Agency, Florida  
Infrastructure Improvement  
Revenue Bonds, (I-95 Brevard  
County DBF Project), Series 2012

Sterne, Agee & Leach, Inc.  
Project Finance Group  
100 South Fifth Street, 19<sup>th</sup> Floor  
Minneapolis, MN 55402

**Jim Towne**  
Office: 612.605.6256  
Cell: 612.253.1918  
jtowne@sterneagee.com

**Jim Towne** is Managing Director of the Minneapolis, Minnesota Project Finance Group of Sterne, Agee & Leach, Inc. He assists clients with issuing both tax-exempt and taxable bonds as well as securing loans for a broad range of infrastructure projects. His latest projects include green energy facilities using technologies such as materials recovery, wood pellet production, tire pyrolysis, wind turbines, gasification, and anaerobic digestion for energy production and waste reuse. Mr. Towne has over 26 years of project finance investment banking, financial modeling, hedging, and transaction structuring experience.

Prior to joining Sterne Agee, Mr. Towne served as Executive Director of Oppenheimer’s Fixed Income Originations Department in Minneapolis, where he structured financings and served as underwriter for several municipal infrastructure projects, including the City of Carmel, Indiana and I-95 in Florida.

Prior to that, he served as Director of Sales at DerivActiv, LLC, where he was responsible for client marketing and new product development for the valuation and financial reporting of complex financial products. He also managed the design and development of a new company website, and wrote much of the original site content.

Mr. Towne was also a Managing Director at Piper Jaffray & Co., where he served as investment banker for transactions originating out of the Minneapolis office and was the manager of the fixed income derivatives operation. He structured financings for the higher education and healthcare groups as well as governmental infrastructure projects

He has also worked in various capacities at Dain Bosworth (now Royal Bank of Canada Capital Markets) in the analytical department, and as a junior investment banker for several public finance groups including general municipal, higher education, transportation, and health care finance.

Mr. Towne holds an MBA with a concentration in Finance from the Carlson School of Management at the University of Minnesota, and a BS in Finance from St. Cloud State University. He is licensed under FINRA Series 7, Series 52, 53, 63, and 79.

**Specialties:**

- Healthcare
- Hedging
- Higher Education
- Municipal Asset Monetization
- Project Finance
- Public Infrastructure GAP Financing
- Refunding Bonds
- Tax Increment Financing

**Jandra Lubovich**  
Senior Vice President



**PROJECT HIGHLIGHTS**

- \$31,185,000  
City of Montgomery, Alabama  
Solid Waste Disposal Bonds,  
(I-REP Montgomery MRF  
Project) Series 2013A & 2013 B
- \$58,000,000  
Pacific Coast Canola  
Senior Secured Loan  
Warden, Washington
- \$3,300,000  
Toledo-Lucas County Port  
Authority  
Taxable Lease Revenue Bonds,  
(Oregon City School District  
Wind Turbine Project), Series  
2010

Sterne, Agee & Leach, Inc.  
Project Finance Group  
100 South Fifth Street, 19<sup>th</sup> Floor  
Minneapolis, MN 55402

**Jandra Lubovich**  
Office: 612.605.6257  
Cell: 651-216-6596  
jlubovich@sterneagee.com

**Jandra Lubovich** serves as Senior Vice President in the Project Finance Group for Sterne, Agee & Leach, Inc. in Minneapolis, Minnesota. Mr. Lubovich has over five years of fixed income banking experience. He sources, structures, and underwrites taxable bonds, tax-exempt bonds and loan participations for investment grade and high yield project financings. He has led rating processes with the major rating agencies, which resulted in successful investment grade ratings and subsequent financings. Mr. Lubovich has worked on energy-related transactions for facilities that use technologies to create green energy from solid waste, wind, wood pellets, and tires, among others. He also has experience structuring public private partnership financings utilizing government incentive programs.

Prior to joining Sterne Agee, Mr. Lubovich was a Director in the Fixed Income Originations Department at Oppenheimer in Minneapolis, where he structured financings for projects including the IREP-MRF Project in Montgomery, Alabama, a canola crush facility in Warden, Washington, and a wind turbine project for Oregon City School District.

Prior to that, Mr. Lubovich worked at a private hedge fund that specialized in alternative asset investments.

Mr. Lubovich holds an MA degree from the State University of New York and an MBA with a concentration in finance from the University of Saint Thomas, Minnesota. He is fully licensed under FINRA Series 7, Series 63, and Series 79.

**Specialties:**

- Alternative Energy
- Asset Sales
- Economic Development
- Energy Savings Performance Contracting
- Higher Education
- Loan Syndications
- Project Finance
- Public Infrastructure GAP Financing
- Refunding Bonds
- Tax Increment Financing
- Solid Waste

**RESOLUTION #14-28**

**PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE  
SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH  
THE CONSTRUCTION OF 360 LINEAR FEET OF WATER MAIN ON 63<sup>RD</sup> AVENUE  
BETWEEN 83<sup>RD</sup> AND 84<sup>TH</sup> STREETS**

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

1. The Governing Body hereby declares its intention to levy special assessments pursuant to Section 66.0703, Wis. Stats., upon property described in Schedule A hereto for special benefits conferred upon such property for the construction of 360 linear feet of water main on 63<sup>rd</sup> Avenue between 83<sup>rd</sup> and 84<sup>th</sup> Streets.
2. The Governing Body hereby determines that the construction of such improvements are in the best interest of and for the health and welfare of the Municipality and the property affected by the improvement and constitutes an exercise of the police power.
3. The assessment against any parcel may be paid in cash or in ten equal, annual installments.
4. The Clerk shall cause to be prepared a report which shall consist of:
  - A. Preliminary plans and specifications for the improvements.
  - B. An estimate of the entire cost of the proposed improvements.
  - C. A schedule of proposed assessments.
5. When the report is completed, the Clerk shall make a copy of the report available for public inspection
6. Upon completion of the report, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and report. This notice shall be published as a Class 1 Notice and a copy shall be mailed, at least ten days before the hearing, to every interested party.

7. The hearing shall be held at the regular meeting place of the Governing Body at a time set by the Clerk in accordance with Section 66.0703(7(a)), Wis. Stats.

**Passed and adopted this 6<sup>th</sup> day of October, 2014.**

VILLAGE OF PLEASANT PRAIRIE

---

John P. Steinbrink, President

Attest:

---

Jane M. Romanowski, Clerk

Posted:

**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES  
RESOLUTION #14-29**

**RESOLUTION RESCINDING FINAL RESOLUTION #07-72 AUTHORIZING SPECIAL  
ASSESSMENTS FOR THE EXTENSION OF WATER ON 63<sup>RD</sup> AVENUE FROM STH 165 (104<sup>TH</sup>  
STREET) TO 100<sup>TH</sup> STREET**

**WHEREAS**, the Village of Pleasant Prairie approved a preliminary plat for the subdivision identified as the Court of Kensington in 2007, and;

**WHEREAS**, the Village of Pleasant Prairie required the developer of the subdivision to extend municipal water on 63<sup>rd</sup> Avenue from STH 165 (104<sup>th</sup> Street) to 100<sup>th</sup> Street at their expense, and ;

**WHEREAS**, the developer was required to hold the cost of the water main for a period of 10 years and allow properties that were not part of the development to connect to the water main at the same cost as the new development was receiving, and;

**WHEREAS**, on November 5, 2007 the Village Board of the Village of Pleasant Prairie adopted Resolution #07-72 which authorized a special assessment to be levied upon properties located on the west side of 63<sup>rd</sup> Avenue for connection to municipal water, and;

**WHEREAS**, the special assessment was deferred until connection was made by the properties affected by the improvement for a period of 10 years dating from the accepted installation of the water main, and;

**WHEREAS**, the Courts of Kensington development did not proceed and the preliminary plat extension was denied in 2014, and;

**WHEREAS**, the assessment levied on November 5, 2007 now represents an unnecessary potential lien on real estate on 63<sup>rd</sup> Avenue.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Pleasant Prairie that effective with the adoption of this resolution that Resolution #07-72 be rescinded and that the affected property owners identified on Schedule A attached to this resolution be notified and that the Finance Director of the Village remove the anticipated special assessment from the records of the Village.

**Considered and adopted this 6<sup>th</sup> day of October, 2014.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

## Schedule A

**The Courts of Kensington**

\$44.62

	<u>Property Owner Name and Address</u>	<u>Parcel Number</u>	<u>Front Foot</u>	<u>Cost / Front Foot</u>	<u>Damages</u>	<u>Assessment</u>
1	Janina & Lawrence Stec 6324 100th Street Pleasant Prairie, WI	92-4-122-224-0370	383.78	\$44.62	\$0.00	\$17,124.26
2	Hugo A. Trejo 6307 100th Street Pleasant Prairie, WI	92-4-122-224-0365	187.35	\$44.62	\$0.00	\$8,359.56
3	David & Barbara Neitzel 6307 100th St. Pleasant Prairie, WI	92-4-122-224-0362	120.08	\$44.62	\$0.00	\$5,357.97
4	Karen Skowronski 10026 63rd Ave. Pleasant Prairie, WI	92-4-122-224-0361	120.08	\$44.62	\$0.00	\$5,357.97
5	Donald & Gloria Andersen, Jr. 4317 114th St. Pleasant Prairie, WI	92-4-122-224-0355	110.02	\$44.62	\$0.00	\$4,909.09
6	Jeffrey & Anne Tabbert 10118 63rd Ave. Pleasant Prairie, WI	92-4-122-224-0350	110.08	\$44.62	\$0.00	\$4,911.77
7	Donald & Gloria Andersen, Jr. 4317 114th St. Pleasant Prairie, WI	92-4-122-224-0345	110.08	\$44.62	\$0.00	\$4,911.77
8	Andy & Kerry Hamelink 10210 63rd Ave.	92-4-122-224-0340	110.08	\$44.62	\$0.00	\$4,911.77

Pleasant Prairie, WI

<b>9</b>	Newton & Tisha Tench 10220 63rd Ave. Pleasant Prairie, WI	<b>92-4-122-224-0335</b>	110.08	\$44.62	\$0.00	\$4,911.77
<b>10</b>	David & Traci Kluver 10232 63rd Ave. Pleasant Prairie, WI	<b>92-4-122-224-0330</b>	110.8	\$44.62	\$0.00	\$4,943.90
<b>11</b>	Gary & Joy Fisher 10302 63rd Ave. Pleasant Prairie, WI	<b>92-4-122-224-0325</b>	220.16	\$44.62	\$0.00	\$9,823.54
			1692.59			
				<b>Total</b>		\$75,523.37

## Vesna Savic

---

**From:** John Stiles <johnstiles.wi@gmail.com>  
**Sent:** Wednesday, June 18, 2014 9:53 PM  
**To:** Village Admin  
**Subject:** Damage to Vehicle on Cooper Rd.

Hello, my name is John Stiles and I am writing ad requested per our phone conversation on Tues, 17 June.

In the early morning of Saturday, 14 June I was travelling southbound on Cooper Rd around 01:00 to bring my friend and to his home at 5527 89th St in Pleasant Prairie.

My vehicle struck a pothole around 8160 Cooper Rd, immediately causing an audible hissing sound indicating that the tires were leaking air heavily.

Upon arriving at my destination on 89<sup>th</sup> Street, it was discovered that the rear, passenger-side tire was completely flat and the front tire was rapidly losing pressure.

Further inspection of the wheels the following day revealed that both rims are significantly bent around the inside bead, the front showing some signs of buckling and the rear tire is completely destroyed with tears and perforations.

As I am a Racine resident, I was unable to revisit the scene in daylight hours until Mon, 16 June at which time I saw that the hole had already been filled with gravel and marked with a cone.

As of yet the damage has not been repaired, but was quoted at \$90 per wheel to repair the damage to the rims, or \$150-200 each to replace if repair is not successful. Both tires will need to be replaced (plus mounting, balancing, etc), but this has not been looked into yet since I have nothing to mount them to until the rims are replaced/repaired.

Damaged items:

2x tires, size 215/55R16

2 16" alloy wheels, Factory style 2002 SAAB 9-5 Linear Wagon

Also in the vehicle with me were:

Peter Ishmael

Pleasant Prairie, WI

262-308-1978

Christopher Peterson

Kenosha, WI

262-818-1024

Sincerely,

John Stiles

954-701-8263

## **Statewide Services, Inc.**

Claim Division

1241 John Q. Hammons Dr.  
P.O. Box 5555  
Madison, WI 53705-0555  
877-204-9712

June 24, 2014

Village of Pleasant Prairie  
Attn: John Steinbrink  
9915 39<sup>th</sup> Ave  
Pleasant Prairie WI 53158

Program: League of Wisconsin Municipalities Mutual Insurance  
Our Insured: Village of Pleasant Prairie  
Date of loss: 6/14/2014  
Our Claim # WM000301740095  
Claimant: John Stiles  
Po Box 85223  
Racine WI 53408

Dear Mr. Steinbrink,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the Village of Pleasant Prairie. We are in receipt of the claim submitted by Mr. Stiles for damage to his vehicle due to driving over a pothole.

We have reviewed the matter and recommend that the Village of Pleasant Prairie deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that the investigation revealed no negligence on behalf of the Village. The Village did not have prior actual or constructive notice of the condition which allegedly caused this incident.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,

Sarah Dorr  
PO Box 5555  
Madison, WI. 53705-0555  
800-545-2190 Phone  
800-854-1537 Fax  
[sdorr@statewidesvcs.com](mailto:sdorr@statewidesvcs.com)

CC: Rick Kalscheuer

## **RESOLUTION #14-30**

### **VILLAGE OF PLEASANT PRAIRIE RESOLUTION IN SUPPORT OF NATIONAL CYBER SECURITY AWARENESS MONTH**

**WHEREAS**, the Village of Pleasant Prairie recognizes that it has a vital role in identifying, protecting, and responding to cyber threats that may have significant impact to our individual and collective security and privacy;

**WHEREAS**, critical infrastructure sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, health care, and emergency response systems; and

**WHEREAS**, the Stop.Think.Connect.™ Campaign ([www.dhs.gov/stopthinkconnect](http://www.dhs.gov/stopthinkconnect) or [www.stopthinkconnect.org](http://www.stopthinkconnect.org)) has been designated as the National Public Awareness Campaign, implemented through a coalition of private companies, nonprofit and government organizations, and academic institutions aimed at increasing the understanding of cyber threats and empowering the American public to be safer and more secure online; and

**WHEREAS**, the National Institute for Standards and Technology Cybersecurity Framework and DHS's Critical Infrastructure Cyber Community (C3) Voluntary Program have been developed as free resources to help organizations (large and small, both public and private) implement the Cybersecurity Framework and improve their cyber practices through a practical approach to addressing evolving threats and challenges;

**WHEREAS**, in support of the Cybersecurity Framework and to better assist business and government entities in addressing cyber threats, the Center for Internet Security/Multi-State ISAC, the Council on CyberSecurity, the Governors Homeland Security Advisors Council, and public and private sector entities have developed an effort to promote good cyber hygiene through actionable guidance for government and businesses, and to promote innovation, strengthen cybersecurity investment and enhance resilience across all sectors.

**WHEREAS**, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role to play, and awareness of computer security essentials will improve the security of the Village of Pleasant Prairie information infrastructure and economy; and

**WHEREAS**, the President of the United States of America, the U.S. Department of Homeland Security ([www.dhs.gov/cyber](http://www.dhs.gov/cyber)), the CIS/Multi-State Information Sharing and Analysis Center ([www.msisac.org](http://www.msisac.org)), the National Association of State Chief Information Officers ([www.nascio.org](http://www.nascio.org)), the Council on CyberSecurity ([www.counciloncybersecurity.org/](http://www.counciloncybersecurity.org/)) and the National Cyber Security Alliance ([www.staysafeonline.org](http://www.staysafeonline.org)) have declared October as National

Cyber Security Awareness Month; and all citizens are encouraged to visit these sites, along with the Village of Pleasant Prairie ([www.pleasantprairieonline.com](http://www.pleasantprairieonline.com)) and the Stop.Think.Connect.Campaign website ([www.dhs.gov/stophinkconnect](http://www.dhs.gov/stophinkconnect) and [www.stophinkconnect.org](http://www.stophinkconnect.org)) to learn about cyber security; and put that knowledge into practice in their homes, schools, workplaces, and businesses.

**NOW THEREFORE, BE IT RESOLVED** the Village Board of Trustees of the Village of Pleasant Prairie, officially supports National Cyber Security Awareness Month and the National Public Awareness Campaign, Stop.Think.Connect.

Passed and adopted this 6<sup>th</sup> day of October, 2014.

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John P. Steinbrink, Village President

Attest:

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Jane M. Romanowski, Village Clerk

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



# MEMORANDUM

**To: Village Board of Trustees**

**From: Michael R. Pollocoff  
Village Administrator**

**Date: September 29, 2014**

**Re: Community Development Authority Appointments**

I recommend the following appointments to the Community Development Authority for the terms listed below:

## Community Development Authority

Kate Jerome	Term – October 7, 2016
Tom Reiherzer	Term – October 7, 2016
Jill Sikorski	Term – October 7, 2015

\* \* \* \* \*

**CLERK'S CERTIFICATION OF  
BARTENDER LICENSE APPLICATIONS  
Period Ending:      September 30, 2014**

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

<u>NAME OF APPLICANT</u>	<u>LICENSE TERM</u>
1. Stacy A. Archibald	thru June 30, 2016
2. Shakeel Sarosh	thru June 30, 2016

**RECOMMEND DENIAL**

Police Chief Dave Smetana recommends denial of the following applicant as there is an outstanding warrant on record due to a traffic offense. Chief Smetana called the applicant and left a message indicating if the warrant was satisfied, the application could be processed but no action has been taken.

NAME OF APPLICANT

Datara J. Booker

Jane M. Romanowski  
Village Clerk