

**AGENDA**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PLEASANT PRAIRIE VILLAGE BOARD**  
**PLEASANT PRAIRIE WATER UTILITY**  
**PLEASANT PRAIRIE SEWER UTILITY**  
**Village Hall Auditorium**  
**9915 – 39<sup>th</sup> Avenue**  
**Pleasant Prairie, WI**  
**May 7, 2012**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance - Boy Scout Troop #538
3. Roll Call
4. Elect President Pro-Tem
5. Minutes of Meetings – April 2 and April 16, 2012
6. Public Hearing
  - A. Consider the extension of public water main improvements in the right-of way of 77<sup>th</sup> Street extended and the future right-of-way of 109<sup>th</sup> Avenue and Final Resolution #12-14 authorizing construction of public improvements and levying special assessments for said project.
7. 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.)
8. Administrator's Report
9. New Business
  - A. Receive Plan Commission recommendation and consider Ordinance #12-18 to amend the Village Comprehensive Plan related to the proposed 4-building multi-family development generally located south of Prairie Ridge Blvd. between 91st and 94th Avenues and north of 80th Street.
  - B. Receive Plan Commission recommendation and consider approval of a Conceptual Plan for the proposed 4-building multi-family development generally located south of Prairie Ridge Blvd. between 91st and 94th Avenues and north of 80th Street to be known as Cobblestone Creek.

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- C. Consider a two (2) year extension for the Final Plat, Development Agreement and related documents and to extend the Preliminary Plat approval for The Courts of Kensington Subdivision generally located east of 63rd Avenue and north of STH 165.
- D. Consider a three (3) year extension of the Zoning Map Amendment, Certified Survey Map, Easement Documents, Amendment of Restrictions Development Agreement and related documents to the relocate the detention facilities from Lot 58 of the Whittier Heights First Addition Subdivision and Lots 76 and 77 of the Whittier Heights Third Addition Subdivision to an adjacent property west of the Subdivisions.
- E. Consider the removal of an access restriction along the westerly 67.2 feet of Lot 81 on Ashbury Lane in the Ashbury Creek Subdivision.
- F. Consider award of contract for the installation of the 77<sup>th</sup> Street water main extension.
- G. Consider Resolution #12-15 designating the week of May 20, 2012 as National Public Works Week.
- H. Consider award of contract for laboratory services.
- I. Consider disallowance of claim for a water main leak on March 22, 2012.
- J. Consider an agreement between the Village of Pleasant Prairie and the Village of Pleasant Prairie Police Officers Association, Local 320 of the Wisconsin Professional Police Association for 2011-2013.
- K. Consider commission appointments.
- L. Consider Operator License Applications on file.

10. Village Board Comments

11. 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**

**April 2, 2012**

**6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, April 2, 2012. Meeting called to order at 6:10 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Mike Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Kathy Goessl, Finance Director/Treasurer; Dave Mogensen, Deputy Police Chief; Doug McElmury, Fire and Rescue Chief; Mike Spence, Village Engineer; Carol Willke, Recreation and HR Director; John Steinbrink Jr., Public Works Director; Jean Werbie-Harris, Community Development Director and Jane Romanowski, Village Clerk. Two citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - MARCH 19, 2012**

Clyde Allen:

Motion to approve.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Clyde, second by Monica for approval. Any additions, corrections?

**ALLEN MOVED TO APPROVE THE MINUTES OF THE MARCH 19, 2012 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY YUHAS; MOTION CARRIED 5-0.**

- 5. CITIZEN COMMENTS**

Jane Romanowski:

The first speaker tonight is Alexa Zakutansky.

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John Steinbrink:

Please use the microphone and give us your name and address for the record.

Alexa Zakutansky:

My name is Alexa Zakutansky, and I reside at 8130 63<sup>rd</sup> Avenue, Kenosha, Wisconsin. I'm a member of the Tremper Golden Strings. The Golden Strings are [inaudible] which has performed all over the world, and this marks its 40<sup>th</sup> anniversary of [inaudible]. Each year the Golden Strings has one public performance [inaudible] which is also its only fundraising event. This year the brunch is scheduled for Sunday, May 13<sup>th</sup>, at a more spacious location, the Local UAW 72, 3615 Washington Road, Kenosha. I would like to personally invite each of you to bring that special mom in your life to one of the two shows that day. This very enjoyable and memorable experience I'm sure will be long remembered.

As a part of this brunch we solicit donations from area businesses and locations to include baskets that are raffled off. Attendees can purchase raffle tickets and have a chance at winning a basket filled with items from our community. Past items have been included such as Tinsel Town tickets, Snap-on Tools, drapery coupons, fine dining [inaudible] quality jewelry, hotel packages, Carthage College sports [inaudible], golf weekend getaways and so much more. Last year we received a generous donation from your Village, a one year membership to the RecPlex. In looking on the website I see that this item is valued at \$598. With this being such a valuable contribution, it would be continued as a silent auction item, as well as other items, to allow people to bid on such a wonderful donation.

I am happy to inform you that your donation last year received a top bid of \$488. This one item brought in almost half of the entire amount collected in our silent auction area. I am here to request that this Commission once again consider the Tremper Golden Strings request for a contribution to support the students of your community. Many of these students regularly attend and work out at your facility on a weekly basis. Will you please consider another one year RecPlex membership and possibly coupons or certificates to your IcePlex? Any contribution would be greatly appreciated. The students, director and parents of the Golden Strings thank you in advance for your consideration.

John Steinbrink:

Thank you.

Steve Fredriksson:

Steve Fredriksson, 5207 86<sup>th</sup> Place. This is going to be much quicker. A thank you to my Village Board for their local [inaudible] of item 7B, the upcoming second reading for the social host ordinance. Two weeks ago I had the pleasure of going to a Tremper PTA meeting and was very happy to hear that this was moving forward, and in 50 minutes I'm going to be at the St. Joe PTA [inaudible]. I want to thank you all for looking out for the public health [inaudible].

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John Steinbrink:

Thank you, Steve.

Jane Romanowski:

There are no other signups tonight, Mr. President.

John Steinbrink:

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

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

Mike Pollocoff:

Nothing tonight, Mr. President. I'm sorry. For the young lady who spoke about Golden Strings, the Village Board has delegated that authority to the Recreation Commission [inaudible] membership and what RecPlex [inaudible] started with that, and the Rec Commission will meet again in two weeks.

John Steinbrink:

And what was the date and time again?

Mike Pollocoff:

[Inaudible]

John Steinbrink:

Which is Sunday, May 15<sup>th</sup>.

[Inaudible Audience Comment]

John Steinbrink:

And what instrument do you play?

[Inaudible Audience Comment]

John Steinbrink:

You came prepared, good. Thank you.

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Mike Pollocoff:

Maybe you can talk to Carol. Carol, wave your hand. Get with her and she'll make sure we get some [inaudible].

**7. NEW BUSINESS**

**A. Consider 2012-2013 Property and Liability Insurance proposals.**

Kathy Goessl:

Village President and members of the Board, we are now entering our third year of a three year bid cycle, so we did not this year go out for bids. On this overhead that's displayed it shows our current lines of coverage and our carriers and what our cost was last year compared to what is being proposed for this year. We're looking at renewing all our coverages with the League of Wisconsin Municipalities. And the only change I'm looking – well, then we also have the property and auto damage, and that's with the Local Government Property Insurance Fund. When I first wrote the letter last week and did this overhead they had not yet submitted their bid, but they gave us an estimate verbally. But today I actually received an actual estimate, and their bid actually overall went down \$1,260. So there's an additional reduction in this renewal.

And then the boiler and crime we're looking at switching carriers actually. In the last couple of years we have been with Zurich and Hanover for our boiler and our crime policy, and that was with the agency, Arthur Gallagher, that we had our Liberty Insurance with. Current R&R insurance, which Rick Kalscheur is here if you have any questions for the agency. But they also submitted a bid for boiler and crime, and their bids were more competitive than what we had with the other agency, Arthur Gallagher. So I am recommending to switch to Liberty for boiler and C N A for crime which will give us a savings of a little over \$3,000 in that policy line.

Our major reduction here you can see is the Worker's Comp., and that's because mainly our MOD has been reduced. That means our MOD is our experience rating with Worker's Comp., and it's actually a three year average and bad years dropping off and good years coming on. So our MOD was reduced from a little over 1 to 9.19. That's the majority even though our payroll has gone up because we have the additional firefighters as you approved in the budget. We are still experiencing overall a decrease. So I'm looking for approval to renew with Wisconsin League of Municipalities for liability and Worker's Comp., property and auto damage with the Local Government Property Insurance Fund, and to change carriers for boiler and crime to Liberty and C N A. If you have any questions for myself, or Rick Kalscheur is also here from R&R insurance.

Michael Serpe:

Who administers all of this?

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Kathy Goessl:

In terms of the Village?

Michael Serpe:

With the four different companies here you're dealing with, right?

Kathy Goessl:

No, actually two. I deal with R&R insurance for liability, Worker's Comp. and boiler and crime now, and then the Local Government with the property and auto damage. So I'm actually reducing down from three to two in terms of the number of agencies I'm working with.

Michael Serpe:

So we watch over this on our own then?

Kathy Goessl:

Yes, Vesna actually in our office and also Jane Snell from HR submit claims in, Jane in HR for Worker's Comp. and Vesna submits all the rest of the claims in for all our other lines of coverage.

Michael Serpe:

Okay. I would move approval of the proposal.

Steve Kumorkiewicz:

Second.

John Steinbrink:

We have a motion by Mike, second by Steve for adoption. Further discussion?

**SERPE MOVED TO RENEW INSURANCE COVERAGE WITH THE LEAGUE OF WISCONSIN MUNICIPALITIES AND LOCAL GOVERNMENT PROPERTY INSURANCE FUND AND AWARD CNA A CONTRACT FOR THE BOILER AND MACHINERY INSURANCE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**B. Consider Ordinance #12-13 to create Chapter 290 of the Municipal Code relating to Social Hosts. (Second Reading)**

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Mike Pollocoff:

Mr. President, as we indicated at the start this is the second reading on this ordinance. It did give us the opportunity to get it out in the newsletter where it talked about it. It did show up in the *Kenosha News* as well. It was an ordinance to define social hosting and create violation of hosting or allowing gatherings for the person in control of the property have knowledge that alcoholic beverages which are consumed or possessed by underage persons and fail to take reasonable steps to [inaudible] consumption.

I think it's obvious, and the Police Chief said this is a good ordinance. This makes their jobs easier, and I think it deals with not like it's a rampant problem in the Village, but it doesn't need to become one before we deal with it. So I know staff recommends that this ordinance be adopted as presented and that the Clerk be directed to post the published ordinance to take effect tomorrow.

John Steinbrink:

Mike, did we receive any comments from anybody after the first reading.

Mike Pollocoff:

No negative comments. We had some questions about what it was, but primarily the comments were pretty favorable. They thought it was good legislation that the Village should consider.

John Steinbrink:

Monica, I know you've been working with this and working with groups and schools, and what have you heard?

Monica Yuhas:

I've heard positive comments. I did receive four phone calls at home from residents in the Village in support of this ordinance. And they wanted to know if there was anything else they could do to help get this passed. And, as I stated a couple weeks ago, the City of Kenosha already has this ordinance in place, and the officers there find it very useful. And it's a tool that I feel our officers have as well. I'll be voting in favor of that. So with that I'd like to move for approval of Ordinance 12-13.

Michael Serpe:

Second.

John Steinbrink:

Motion by Monica, second by Mike. Any other discussion from Board members?



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**YUHAS MOVED TO ADOPT ORDINANCE #12-13 TO CREATE CHAPTER 290 OF THE MUNICIPAL CODE RELATING TO SOCIAL HOSTS; SECONDED BY SERPE; MOTION CARRIED 5-0.**

- C. Consider the request of Mark Bourque, agent for the Ashbury Creek development, to pave the final lift of asphalt in the subdivision.**

Mike Spence:

Mr. President and members of the Board, I received a letter last week from Mark Bourque who is an agent for Burco Holdings, the developer for Ashbury Creek. It's a request to install the final lift or the wear course of asphalt in Ashbury Creek on the figure there. It also requests that we include this with the Village's 2012 paving program.

Just a little bit of background, normally we don't do the final paving until we reach 75 percent. Currently there's 53 lots that have homes constructed and occupied plus three that are under construction out of a total of 81 lots which represents 69 percent. The number in the ordinance is 75 percent. However, this has been a very active subdivision. There were 11 homes built there last year. To reach the 75 percent they would have to construct five more homes this year. I just talked with Mark Bourque again tonight, he feels pretty confident that the level of activity is not going to change.

So I'm recommending that this be included with our paving program. We've done this before. We separate the costs in the program when we put the bids out so that the costs are separate from ours, but we realize an economy of scale, and this helps make sure that there's enough money to complete the project. We don't have to go back to the – or hopefully it will be that we don't have to go back to the developer. So I'm recommending that the Village Board approve adding this to 2012 paving program. Even though it's not at 75 percent I believe it's very close and we'll get the subdivision paved. So with that I recommend approval.

John Steinbrink:

What would be the time frame for the paving?

Mike Spence:

The time frame could be flexible. We're putting together the construction documents now. We're looking at bidding the work probably in May and then paving would be in the summer months. And typically what we do when we put the documents together we don't necessarily specify which project goes first. So depending on timing the contract might do the Village project first, and then that would probably give an additional opportunity for homes to be built in Ashbury. But we're pretty close.

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Michael Serpe:

Mark, if I could ask you, right now the price of oil is rather high, which means that the price of asphalt is probably going to be rather high as well. And since what Mike described and obviously we know is an active subdivision, would it be wise to wait one more year?

Mike Spence:

Well, yeah, I mean this is something that we actually approached Mark about because there are some economics. He has indicated he's more than willing to wait, but I just thought because we're so close we'd realize some economies.

Mark Bourque:

[Inaudible] the binder course that's on there now was never intended to be the wear course and so it's getting beat up by the construction traffic that's out there. It's highly likely even though [inaudible] however we are probably reaching a point primarily with [inaudible] that is exponentially getting damaged faster [inaudible].

Michael Serpe:

And that's kind of my point. We allow you to put the final lift on it then we're on the hook for the rest of it forever.

Mark Bourque:

[Inaudible] the road is designed to meet full strength [inaudible] and so it's intended to be able to handle a certain level of heavy traffic. So the Village has ruled it's bound by the 75 percent. We may very well get to the 75 percent depending on what the [inaudible] by the time we get around to paving this [inaudible].

Mike Spence:

The other thing I just wanted to add to that is as part of the construction documents the binder course actually gets repaired in the areas that are failing now or that have significant cracks. So it's basically you've got a good surface for the final wear coat to go on top of.

Michael Serpe:

I'll go with the recommendation of the engineer, but I just feel with that many more homes to be built, with that much more heavy cement trucks coming into that subdivision and unloading their load plus the lumber trucks and everything else, the wear of the road may not show that day or that week, but it's going to take a toll on that road. I would just like to see this maybe put off a little bit longer and let Mark repair all the road before he puts on the final course.

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Mark Bourque:

[Inaudible] if the road base [inaudible] integrity of the road [inaudible] we're not seeing that. What we're seeing is alligating and breakup of that binder that, again, is not really intended to take the full strength of the road. So if we're at 69 percent today and [inaudible].

Mike Spence:

Five homes.

Mark Bourque:

[Inaudible] paving isn't going to start [inaudible] we can delay this to as late as September-like.

Mike Spence:

Yes.

Mark Bourque:

So based on the absorption that we have in construction [inaudible] summer could be more active than it is now. [Inaudible] we could get there without [inaudible].

Clyde Allen:

Just a question. About three years ago I think when the price of oil was so high, I think we had a couple subdivisions come before us and they chose concrete rather than asphalt because it was price advantageous-wise with concrete.

Mike Pollocoff:

It was.

Clyde Allen:

I don't know if that's worth exploring.

Mike Pollocoff:

It was close, but the real thing was is that the road had been completely destroyed, and they were a lot farther out in the number of houses that had to be built. So if we would have went back in with asphalt we would have been back in ripping the asphalt out again. I really think that – and we're probably a ways away from a new subdivision being proposed - but we've got this kind of tension, and I'm not saying it's aggressive tension, but the developer needs to get the subdivision built at the lowest possible cost. It needs to be able to sell lots that look presentable, and it's a little bit tough on a gravel road until things get built up, and the Village doesn't want to spend the

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money to be in the position, because we have had some subdivisions where we've had to go in and, especially recently, where developers have gone under and we've had to go in and fix things up.

The real answer is to change our spec to concrete and that's what gets put in. It's probably going to be a little more expensive on the up front when you look at the amount of money somebody pays between putting in the gravel then ultimately the binder and then coming back and ripping out the binder and we're rebuilding the base when you have to do it, then putting the top coat on it. I think the Village and everybody would be served better off by having a concrete street, especially with some of the soils. Really over time we had a standard that gave each developer some certainty that they were being treated just like everybody else, nobody else had to put in a tougher street.

But in reality not all parts of the Village has the same soils, and some places need a stiffer base than other places. So you've got all these different things going on, and one way to take those variables out is to construct a concrete road that goes in, and then we don't really care how big a load of trusses go in there or how many loads of concrete or whatever it takes to build the road. I mean that's prospectively. But this is probably what we're doing now with Mr. Bourque is probably the best of the current world we're living in because he's got a contract with us that says we're not going to make him do that, and he's going to make the repairs and we're all going to hope for the best that this holds up for the 25 percent.

Clyde Allen:

Thank you. I'll make the motion to approve.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Clyde, second by Monica for approval. Any further discussion, questions for Mr. Bourque?

Steve Kumorkiewicz:

One question that bothers me. Assuming that you've got 80 houses, okay, built, and eventually it starts to crack again for any reason, I hope not, you are going to be responsible for that aren't you?

—:

For one year.

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Steve Kumorkiewicz:

Okay, so on the date that you've got 100 percent of the houses built over there, before there's any problem—

Mike Spence:

Steve, the way the ordinance reads once they're 75 percent in they can do the final paving, and the contract generally has a one year warranty. So this is no different than any other project than we've done.

Steve Kumorkiewicz:

Okay.

John Steinbrink:

Thank you, Mark. Seeing no further questions those in favor?

**ALLEN MOVED TO THE GRANT THE REQUEST OF MARK BOURQUE, AGENT FOR THE ASHBURY CREEK DEVELOPMENT, TO PAVE THE FINAL LIFT OF ASPHALT IN THE SUBDIVISION; SECONDED BY YUHAS; MOTION CARRIED 5-0.**

**D. Consider the request of the Bank of Kenosha for a two (2) year extension for the Final Plat, Development Agreement and related documents and to extend the Preliminary Plat approval for The Orchard Subdivision located at 11934 28<sup>th</sup> Avenue.**

Jean Werbie-Harris:

Mr. President and members of the Board, on November 19, 2007 the Village Board had conditionally approved the preliminary plat for The Orchard Subdivision. The preliminary plat is valid for two years. During that time they had submitted the information for the final plat consideration so it came before the Village Plan Commission. Again, then everything needed to go to the Village Board within six months. They were not ready to bring it to the Village Board, so they asked for an additional extension to the preliminary plat and they've done that twice now. And they're coming now with the new owner of the land, which is Bank of Kenosha, the original developers no longer hold title to the land, and so the bank is requesting a two year extension from the Village Board to consider the final plat. This means the plat would not expire until April 10, 2014. So that would also mean that the preliminary plat would be extended to April 10, 2014. The bank is requesting the same consideration due to the economy and market conditions that was afforded to the original developer.

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Michael Serpe:

So moved.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica. Any further discussion? Steve?

Steve Kumorkiewicz:

I have a question, yes. Is the bank aware that any change in the ordinance of whatever they're going to have to comply?

Jean Werbie-Harris:

Yes. And we will also be sending them a copy of this staff memorandum included with the approval letter as well.

Steve Kumorkiewicz:

Okay, thank you.

John Steinbrink:

We have a motion and a second and no further discussion.

**SERPE MOVED TO GRANT THE REQUEST OF THE BANK OF KENOSHA FOR A TWO (2) YEAR EXTENSION FOR THE FINAL PLAT, DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS AND TO EXTEND THE PRELIMINARY PLAT APPROVAL FOR THE ORCHARD SUBDIVISION LOCATED AT 11934 28<sup>TH</sup> AVENUE; SECONDED BY YUHAS; MOTION CARRIED 5-0.**

**E. Consider Operator License Application on file.**

Jane Romanowski:

Just one application tonight for a Jennifer Licary, and I recommend approval.

Clyde Allen:

Motion to approve.

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Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Clyde, second by Steve for approval. Any discussion?

**ALLEN MOVED TO APPROVE THE OPERATOR LICENSE APPLICATION FOR JENNIFER LICARY; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**8. VILLAGE BOARD COMMENTS**

Clyde Allen:

Thank you, Mr. President. I've got a couple of comments to make. One, tomorrow is Election Day. There are a lot of very important races, but I want to remind everybody that you're going to be replacing or selecting almost half of the Kenosha Unified School District Board. It's very important. Do your homework, pay attention because it is very important to all of us and our children's future.

The other thing I want to bring up is thank you everyone who wore blue, whether it was intentional or not intentional. Today is National Autism Awareness Day. And it's something that affects 1 in almost 80 of us today. It's getting worse, every month the numbers get worse. So I want to say a special thank you to all the staff at the therapeutic rec program at the Village RecPlex. And a special thanks to all the teachers who share their love and kindness for all these special people. Thank you.

**9. ADJOURNMENT**

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY YUHAS; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:30 P.M.**

**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY**

**9915 - 39th Avenue  
Pleasant Prairie, WI**

**April 16, 2012**

**6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, April 16, 2012. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz and Mike Serpe. Clyde Allen was excused. Also present were Mike Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Kathy Goessl, Finance Director/Treasurer; Brian Wagner, Police Chief; Doug McElmury, Fire and Rescue Chief; Mike Spence, Village Engineer; Rocco Vita, Village Assessor; Ruth Otto, IT Director; John Steinbrink Jr., Public Works Director; Jean Werbie-Harris, Community Development Director and Jane Romanowski, Village Clerk. Three citizens attended the meeting.

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

Jane Romanowski:

There were no signups tonight, Mr. President.

John Steinbrink:

Anybody wishing to speak under citizens' comments.

- 5. ADMINISTRATOR'S REPORT**

Mike Pollocoff:

Nothing, Mr. President. I have my work under New Business.

- 6. NEW BUSINESS**

- A. Consider Resolution #12-13 requesting the Governor of the State of Wisconsin to make every effort possible for Kenosha County to be placed in the air quality attainment zone and to locate a second air quality monitoring station.**



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Mike Pollocoff:

Mr. President, this is an issue we've been working on probably for the last once it became evident that the Village and Kenosha County was going to be placed into the Chicago area for nonattainment air quality. This is a problematic thing for a couple reasons and it's pushed in different directions, is that typically everybody up and down the coast has been using 2008 to 2010 data because that data has been acquired, evaluated and established for a baseline for what air pollution is in this community. And in those years there was relatively – the pollution was not that bad. Now, you've got to remember when they're monitoring pollution typically it's summertime pollution where you have the heat index that gets up high, it ratchets up the impact of ozone, and we're getting southerly breezes bringing that warm air up. The pollution at other times of the year, although there is some, it doesn't meet – it stays within the standards.

Chicago relies on bad air quality readings to fund their congestion mitigation air quality grants they use for highway aids. So the worse their air is the more money they get for highway assistance. And since their 2008 to 2010 numbers were good, they decided to use 2009 to 2011 numbers which really haven't been certified yet, but the base numbers were worse than the other numbers. And Wisconsin was using the ones that had been certified.

The Village is in the Chicago standard metropolitan statistical area which is used for all sorts of things, census, air quality, water quality, things like that. And so EPA has put Kenosha County within that same area, and based on what Chicago is accepting as their numbers, Kenosha County now is in a nonattainment area. And our monitoring station is located in Chiwaukee Prairie. It's probably two blocks from the lake and maybe six blocks from the State line so it's pretty far southeast. And what it does a good job of measuring is the impact of dirty air moving from the south to the north during those critical times in the summer when we're getting the high heat index.

So we know that Wisconsin and Kenosha County and Pleasant Prairie is receiving bad air from the south, and the people that live in the Chiwaukee Prairie/Carol Beach area truly do have a significantly poorer quality of air than they do in other parts of the County. Some spot surveys have indicated that that air zone can be typically confined from the railroad tracks, the Chicago Northwestern tracks, and sometimes Sheridan at the farthest west.

One of the things we looked at was whether or not Kenosha County and Pleasant Prairie should come out of the Chicago area so that we are in attainment, but with Pleasant Prairie's view as well as some of the consultants we've hired is that, one, we can't walk away from the air quality problem we have from Chicago because it's there. If we take and extract Kenosha County from the Chicago area, we're going to be in the worse case scenario because we're going to still have all the Chicago pollution coming up here, but we won't be able to participate in having Chicago clean that area up because they won't be in our zone anymore. It will be our responsibility to clean the air up, and we won't be able to do anything because the polluters are outside of our area.

So in order to be able to have any leverage in order to get Chicago to clean up their air, we should stay in the Chicago area and have the work that's being done down there to clean that up, plus be

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able to apply for grants that are going to assist in the Chiwaukee Prairie/Carol Beach area to ease up what can be cleaned up there. But primarily the pollution that's generated in those areas is very minimal, it's cars. So one of the things we want to do, because I don't think we know that you can't relate what the air quality is along the lakefront with the air quality at Highway 31, much less the air quality on County B out in Silver Lake or out in the west end of the County because there really is no manufacturing out there.

There are two major sources of pollution in Kenosha County, major for us as a County, and that's the Pleasant Prairie Power Plant and the Pheasant Run Landfill. If you look at the pollution that's quantified in Kenosha County those two uses make up five percent of the total pollution. Everything else comes from Chicago during that peak ozone area. And that number has gotten better because of the work that We Energies has done to clean up the power plant. That's had a significant impact on the air quality here.

So one of the things we're requesting in this resolution is that the Governor is representing the State of Wisconsin, we're relying on him and his office to make every effort to do two things. One is to treat Kenosha County the way some counties in the Chicago area are treated where they're in the Chicago SMSA but they're in attainment because the counties don't have pollution. We want that same kind of treatment here. To be honest we don't think we'll get that.

The other thing is I think a more rational and scientific approach to this is to say, listen, recognize that there's a pollution problem that's affecting our residents that's coming up from Chicago, we want to maintain that data, we want to understand the scope of it, but we need a second air quality monitoring station to be installed by the EPA and supported by the DNR to evaluate other air sources in Kenosha County so we can quantify what is the pollution that's generated in the County and Pleasant Prairie versus Chicago and be able to delineate where that is so that that Chicago zone is still taken care of, they're still responsible for it, and secondly we're going to be able to acquire whatever grants we can to have things occur in that area that's going to help mitigate it. That's not going to stop the pollution there. It will just stop whatever pollution is created there; we need Chicago to spend their money on the sources on that.

But having the entire County placed in a nonattainment area means that we can still attract a clean business, and that's basically what we've been attracting over the last 15 years, but if you think back to what Uline did we had to go through some gymnastics with their parking lot and how their truck deliveries went. So you can take a clean industry and make it harder on them based on something that we have no control over and we can't fix anyway. So having that second air quality station is going to give the community a clearer picture as to what our air pollution problems are and what do we need to do to take care of it. And based on what specific site samples have been, again, we don't think that's anything.

So in this resolution this basically lines that out, and we're respectfully requesting that Governor Walker use all possible efforts to have Kenosha County be declared as a County in air quality attainment, and that he assist the Village going forward in the future to correct the area discrepancies in air quality that are caused by utilization of the Chiwaukee Prairie air monitoring station. John and I met with the staff from DNR, the secretary and the air quality staff there, along with Jim Kreuser and Keith Bosman, all three elected heads have been working pretty hard

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on this problem. We think we have a good way to take care of it. Will it take care of it tomorrow? It won't, but it does find – what we're pushing for I think is going to be the more specific and rationale way to deal with this and find out where the bad air is coming from and what the limits of it are and what the limits of it aren't. And Governor Walker is the one that's got to speak on behalf of the State on behalf of the County and the Village to get this done. So that's what this resolution does, and it would be my recommendation that it be adopted by the Village Board and sent to the Governor's office.

Steve Kumorkiewicz:

I'm going to make a motion to adopt Resolution 12-13 as written.

Monica Yuhas:

Second.

John Steinbrink:

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

Monica Yuhas:

Mike, has there any discussions as to where that second station would be?

Mike Pollocoff:

Well, there was a station at Parkside and that one never had bad readings so they took it out. And there was one in another part of the City and we think it was at the City yard and that was taken out because it never had bad readings. And they were taken out by EPA and DNR. So we're getting those readings back together. It was showing something. The fact that we had good air should be recognized. And what they're saying is, no, we want to take your worst site and apply that to the entire County. It doesn't make sense, because what they're doing is they're limiting economic development which is good for the federal government, it's good for the State government, it's good for local government by placing them in an area that is not representative of where the sample comes from.

So there's a process that EPA follows that only EPA can describe, and where they're going to determine where the second site should be. But we do have a history with previous sites that do tell us that as you go farther inland the air is of higher quality. If you look at right now the ones who are nonattainment, long answer to a short question, I'm sorry, is Sheboygan and Door County. And Wind Point which sticks out quite a ways into the lake is in attainment. But the monitoring station for Wind Point is farther inland. The monitoring station for Door County is right on the lake. The monitoring station for Manitowoc is inland so Manitowoc is fine. So it's obvious that they're really relying I think on some faulty assumptions, some faulty science on this, and it doesn't benefit anybody whether it's the federal government, the State or the localities.

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So we're not saying where it should be. We're going to say here's what you had before, if you don't think those are right go through a process, a scientific evaluation of where this monitor should be placed and do it, get it in there so everybody knows what we have. John has already offered up any Village site that's available. They're more than welcome to put a monitoring station on that land, and we'll offer that up, and so is the Mayor and Jim Kreuser.

Michael Serpe:

Mike, this resolution is to Governor Walker. Should the local congressional district get involved with this as well?

Mike Pollocoff:

They are. In fact, we're having a meeting with them on the 19<sup>th</sup> of this week along with EPA. In talking with the DNR secretary and the staff the Governor is the one that's going to be making the case on behalf of the State. So that's why we're sending it to him. But we are going to be having a meeting with our local legislative leaders to work on this. And we're also going to be having, John will be there and Bob Wirch will be there as well to make the case. Because I think we really do have, sometimes this doesn't make sense, but I think this does make really good sense to do this. I think its common sense, and we have to see if they'll try that on for size and see if it works.

Michael Serpe:

Let's hope it works.

John Steinbrink:

As Mike said it's ironic that we're charged with cleaning up a problem that really doesn't exist here. It's here because it blows in here along the lake, and Door County and Ozaukee and Sheboygan they're all in the same boat, and what is their big industry to cause pollution up there? Nothing. And they're saddled with the same thing. So they just kind of leapfrog over Milwaukee. As Mike said it's the placement of the air monitoring. I think the last discussion was with the EPA guy who was in charge of siting the monitors. It's no easy task siting a monitor, especially even getting one moved. And I think we just missed, timing is bad right now.

Mike Pollocoff:

Five good years of samples we would have had it. But the irony is Chicago really isn't interested in having good monitoring because they get millions of dollars in highway aid based on the fact they have bad air.

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Michael Serpe:

One other question if I could. You mentioned Pheasant Run adds a certain amount of pollution to the air quality. If that's the case this landfill just south of the Illinois-Wisconsin State Line I mean that's right in line with the monitoring system in Chiwaukee Prairie.

Mike Pollocoff:

The landfill at Pheasant Run is burning methane, that's what's generating their pollution numbers. The landfill down here is doing that, but the Northshore Sanitary District is burning sludge or have been or they're off and on burning. That is generating pollution down there. I mean you do get a certain amount of pollution because they have venting wells to vent the hydrogen sulfide and methane as part of the decomposition of sewage, but that comes up but you don't get that much because you're going to take that gas ignite and create electricity with it and burn it. And the other thing that's funny is they've got a power plant in Paris, but during that peak measurement season it wasn't running because it's a peaker plant. It wouldn't be equal to Pleasant Prairie but it would be significant. That didn't show up either.

Michael Serpe:

I don't want to sound like I distrust anybody in government, but we've been the recipient of a lot of Illinois businesses coming into Wisconsin, and it just so happens that Kenosha County, the biggest recipient of the Illinois border rush is included in the area that's going to prevent us from any heavy industry coming into this area because of the air quality. I hope, I hope there's no under the table shenanigans going on including Kenosha County for that reason to keep any other industry coming across the border.

Mike Pollocoff:

I hope so, too. We've had opportunities while we're in attainment, more industry has looked here, and they haven't been clean. As a community we've said no. But I think that we're not knowingly going to take somebody that's going to dirty our own air. But there are a lot of good industries that are going to come here, they're going to go through some grief, and they might at that point say, well, I could go to Pleasant Prairie, I'm going to have to go through some level of work because I'm in a nonattainment area, I'll just go to Walworth.

John Steinbrink:

[Inaudible] Quad Graphics. One thing is a lot of the companies that moved here from Illinois had older systems for their moldings and other things, and they came here and went to a much cleaner system and met a lot of new requirements. I think they got credits for doing that.

Mike Pollocoff:

That's the other thing about staying in the Chicago area. At least if somebody does come up here they can bring credits with them or trade so they can still do business and maybe not have a big

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expenditure. With somebody starting brand new they wouldn't have any credits to bring with them but they could buy them or trade to get some. If we were outside the Chicago district they wouldn't be able to do that.

Steve Kumorkiewicz:

I have a question, Mike. Do they have Gary, Indiana included in this program or not?

Mike Pollocoff:

Yes.

Steve Kumorkiewicz:

Because you know when the [inaudible] pressure you can see the pollution coming from this area of the lake.

Mike Pollocoff:

There are three counties in Indiana that are also in the Chicago SMSA.

John Steinbrink:

The problem air comes from as far away as Tennessee with the Tennessee [inaudible] Authority down there.

Mike Pollocoff:

Yes.

John Steinbrink:

And the key thing here is it's up to the Governor after we make all of our requests and even the DNR and whoever else, Kenosha and KABA and the City and everybody. He's also dealing with Milwaukee and the Milwaukee 7 so he's going to weigh this all out. So we may become, will probably become a sacrificial lamb on this, but as Mike said there's money involved that should rightfully come to the Village and those of us affected by it so we can make an effort to make the solution everybody seems to want here with buses and other things. Other questions or comments?

**KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #12-13 REQUESTING THE GOVERNOR OF THE STATE OF WISCONSIN TO MAKE EVERY EFFORT POSSIBLE FOR KENOSHA COUNTY TO BE PLACED IN THE AIR QUALITY ATTAINMENT ZONE AND TO LOCATE A SECOND AIR QUALITY MONITORING STATION; SECONDED BY YUHAS; MOTION CARRIED 4-0.**

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John Steinbrink:

Opposed? Motion carries unanimously. Thank you, Mike. I know you've been busy with this. You brought legal counsel on board that was very well voiced in this, and I think that makes a real difference when you're dealing with a topic like this and you have to present a legitimate argument. The fact that, once again, you seek out the right people for the right job so thank you for that.

**B. Consider Service Agreement to perform a commercial market study in conjunction with the development of the proposed Park and Ride lot at the RecPlex.**

Mike Spence:

Mr. President and members of the Board, the Village is currently working with Kenosha County and the DOT about locating a park and ride facility at the RecPlex. It's on the figure there off of Terwall Terrace. The Board has previously approved a contract to do the concept planning and preliminary engineering for this project. As part of this project as well there's a concept of possibly doing some economic development on this site, a commuter type development. On the drawing there it's just a conceptual drawing, but those two pink boxes represent potentially some commercial entities.

And in order to determine the actual market potential for retail development to keep us on the right track and to make sure that this is a good idea, I got proposals from a couple firms to do retail commercial study. I'm recommending that the proposal from Tracy Cross & Associates be accepted. They were less from a cost standpoint than S.B. Freeman which was the other responder. This particular study will look at the retail demand in the area, what people are currently spending, how much sales retail could be generated in this area, and recommendations also within the area as to a specific location for retail. These will be all good things to help us make a decision on how to move forward with this project. Tracy Cross & Associates is a company that does this nationally. They're located in the Chicago area. They've got a lot of experience in this type of study. So I'm recommending that their contract be executed. The fee for the services is \$6,500.

Mike Pollocoff:

I think one of the important factors in looking at this is the County has received a grant for a park and ride, and we had that vacant parcel that could meet the needs, so that would pay for a good chunk of it. And what's happening now is people are using – well, first they were using the RecPlex a lot, they still use the IcePlex a lot, and they use those ball field lots as a park and ride. We have one aerial that showed I think it was 125 cars that were parked there already at the parking lot that were commuters that were using the lot. I guess there's a need for it.

But if there is a secondary use, and that's what this study is going to tell us, providing that land or selling that land off for that limited use would eliminate the need for any contribution from the Village or the County for this use. Plus if the study shows there's a need for people who park

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there if they want – if one of the things ends up being a dry cleaner or a restaurant or whatever, that they can pick something up when they arrive or before they leave, then that would benefit everybody.

The other thing that we'd like to also look at this is there's an Amtrak running right along side that, and it sets the stage for that parking for commuters that are using Amtrak could use Amtrak to go down to Chicago or go north as a viable spot. So we haven't started that process, but we really want to as part of this grant project insert the \$6,500 to see whether or not that's going to be a viable byproduct of doing this project.

Michael Serpe:

If the study doesn't support a retail development in this area the project is not going to die, is it?

Mike Pollocoff:

No. We'd still do it, but we'd probably have to fit it into a window where we could make the local match work.

Michael Serpe:

Alright, I'd authorize the Clerk and the President to enter into the agreement for \$6,500 for the consultant.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

Steve Kumorkiewicz:

Question for Mike. Mike, those are free parking, right?

Mike Pollocoff:

Right.

Steve Kumorkiewicz:

So that means you were talking before that a lot of people are members of the RecPlex, they park and use the parking lot all day long, so there's [inaudible] just go ahead and inform them that they should park in this parking place and that will alleviate the problem we have in the RecPlex parking?



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Mike Pollocoff:

There's parking in the RecPlex lot for members to park. They've got a pass and they can get in there and they can park and they're fine. But one of the reasons we have parking problems at RecPlex is you've got the RecPlex members, then you fold in another 125 to 150 cars who are people just parking in the RecPlex lot because they're commuting to Chicago that's when we would have problems especially early evening. They haven't come back yet and you have all these people bringing their kids in or doing programs towards the end of the day and our lot was full.

Our thought is that this gets a lot set up that the State would pay for for those commuters to use. And the second is what it does to help the Village is like if we have the weekends when there are no commuters using it or we have a triathlon or events at RecPlex there's a lot that's there for them to use because no one else would be using it and it would take pressure off it. So we can accommodate member parking easily, it's just that member parking plus whoever decides to park out there as a stop to go out to the I and go south or north. So I think this is a win-win for everybody.

And when we brought it to the State's attention they liked it, because they were looking to pay \$2 million or something like that for a lot on Highway 50 and 94 that was going to accommodate 30 cars. And we clearly know there's more than 30 cars. It's probably a problem for everybody. I'm sure there's people parking at Premium, and wherever they can find a space they're using it as park and ride lots.

John Steinbrink:

And with the upcoming construction on Highway 50 whether it's the repaving or the total reconstruction, traffic is going to find a different route out of town, and 165 is going to be one of the natural routes. So the volume of park and ride here is going to increase because, as Mike said, they're probably parking at Target now or Woodman's, you name it, and that won't be an option later when the construction happens. And you may even see it with the I-94 construction some shifting over because of the ease of access from 165 and that going out. So this project getting done sooner than later is a real benefit to everybody.

Mike Pollocoff:

Mike, looking at my notes I don't have it, the number of lots that we're anticipating with this design, spaces I should say?

Mike Spence:

This particular one has over 200. I think it's 250. I don't have that figure right in front of me, 290.

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Steve Kumorkiewicz:

I thought it was 400 last time, isn't it?

Mike Pollocoff:

Well, 290 is what we can get for the grant. I mean I think that if we make that lot – if we brought the parking all the way down to 165 you're asking a person who is parking there, they're a long ways away from any lights, any improvements and stuff like that. I think there's this element of safety that gets more difficult to manage as you get farther and farther away from Terwall Terrace.

Steve Kumorkiewicz:

I can see that, yes.

**SERPE MOVED TO APPROVE A SERVICE AGREEMENT WITH TRACY CROSS AND ASSOCIATES, INC. TO PERFORM A COMMERCIAL MARKET STUDY IN CONJUNCTION WITH THE DEVELOPMENT OF THE PROPOSED PARK AND RIDE LOT AT THE RECPLEX AS PRESENTED; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**C. Consider Professional Construction Engineering Services Agreement for the 77<sup>th</sup> Street – 109<sup>th</sup> Avenue Water Main Extension Project.**

Mike Spence:

Mr. President and members of the Board, this is a continuation of a project that we current have a water main out for bid. This is going to be an extension of our existing system on 77<sup>th</sup> Street to the west and then north up into the future 109<sup>th</sup> Avenue. That project actually is going to be bid this coming Thursday. The contract before you is to hire a firm for construction-related services for this project. The activities for this contract will include progress meetings, site visits, contract document, work staking of the water main, and then also inspection of the facilities full-time during the construction. We've used this firm before, and their prices are consistent with that in the industry, and I'm recommending that this contract be executed. It's an hourly contract if they don't use it. It's \$19,500.

Monica Yuhas:

So moved.

Steve Kumorkiewicz:

Second.

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John Steinbrink:

Motion by Monica, second by Steve for adoption of the professional construction engineering services agreement. Any further discussion?

**YUHAS MOVED TO APPROVE A PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH CRISPELL-SNYDER, INC. FOR THE 77<sup>TH</sup> STREET – 109<sup>TH</sup> AVENUE WATER MAIN EXTENSION PROJECT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**D. Consider Operator License Application on file.**

Jane Romanowski:

Just one application tonight for a Jaimie Earl and I recommend approval.

Michael Serpe:

Move approval.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption or moved for approval. Any further discussion on this item? Those in favor?

**SERPE MOVED TO APPROVE THE OPERATOR LICENSE APPLICATION FOR JAIMIE EARL; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

## **7. VILLAGE BOARD COMMENTS**

John Steinbrink:

Mike?

Michael Serpe:

Thank you, John. Saturday we had a Council of Governments meeting at the County Center, and County Clerk Mary Schuch-Krebs spoke up on behalf of the job that all the clerks in the municipalities are doing on all the voting that's been taking place and all the future elections that are coming up. She indicated it was a monumental job because of the recall efforts that are going on and all the primaries, and nobody could disagree with what she had to say which made me think of our Clerk, Jane Romanowski. She does it by herself. She's so efficient, very efficient. I

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don't recall any major discrepancies, any discrepancies whatsoever since Jane has been in charge of this except for the one with John where there was a transposition of the poll worker that transferred 100 votes against John. That was quickly corrected.

But I think Jane does this job, she's very efficient, she's here early in the morning before most of the employees get here doing what she has to do, and she stays until the job is done. We're fortunate to have her. And I'll tell you if we had a Clerk that didn't quite do the job that Jane did we'd be in a little bit of a problem. So, Jane, we appreciate the job you're doing for us and please I hope you're here for a lot more years to come. And having said that Jane is now 49 years old today.

Jane Romanowski:

Thanks, Mike.

Mike Pollocoff:

When Mary Schuch-Krebs said the clerks are doing a good job they are, but I've seen Jane's job change exponentially over the last four years, but this last year aside from the number of elections when people talk about the voter ID law for or against or whatever there's more to the change in the voter ID law other than showing your driver's license. There's a whole raft of changes that occurred, and they were voted on by the Legislature and they were making up the rules. The GAB was making up rules as they went, and she's getting stuff every day changing the processes and then she's getting stuff every day [inaudible] and change it back to this. It's not an easy deal [inaudible]. You don't have to look very far away to Waukesha to see what happens when the Clerk is not paying attention, not following everything that's going on. It's a different animal [inaudible]. You're 100 percent correct [inaudible].

John Steinbrink:

I think Mary's exact words were she couldn't believe how much Jane does on her own here, because other communities there's a lot more people involved having to get the work done than happens here. But Jane also does a lot of other things, takes a lot of training as all staff does. They go to training and it takes a lot of her time. She serves on commissions that give good recommendations to the Madison leaders, however they never seem to take those recommendations, and we end up with a much poorer product than if they would have listened to the clerks and taken their advice because they're the guys on the front line and the gals that know exactly what's happening, what needs to be done, what changes should be done to make things operate smoother, better, more efficiently, and where the monies really should be applied to get the job done better during elections and make everybody happier. I guess out of this Jane you're going to get a lot of atta girls and no more money.

Jane Romanowski:

Thanks for the comments but it doesn't happen alone. I mean it starts obviously with the Board's support and Mike's support, and Mike truly understands what it takes. But everybody helps.

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You've got Tom Patrizzi and John, Jr., they're always there helping, whatever it takes. I've borrowed staff from Jean. Kathy's staff does a great job. I mean there's been other department heads, Rocco offering vehicles, whatever it takes. They all understand the drill. Yeah, it's changed quite a bit in the last 20 years, but some of it we can control and some of it we can't. You just keep reading and doing what you've got to do. It's the way the Village runs. Mike's got the staff here and you do what you have to do and you get the job done because we appreciate what we have at the top.

John Steinbrink:

If things weren't hectic enough, they change your lines and then expect you to notify everybody to make sure they know where to go to vote and be there.

Jane Romanowski:

It's been challenging.

John Steinbrink:

And you get the complaints and the grief.

Jane Romanowski:

Thank you.

**8. ADJOURNMENT**

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY YUHAS; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 6:40 P.M.**

**RESOLUTION #12-14**

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION  
OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS  
AGAINST BENEFITED PROPERTY WITH THE CONSTRUCTION OF  
MUNICIPAL WATER MAIN IMPROVEMENTS LOCATED IN AN EAST-WEST  
ORIENTATION IN THE UNIMPROVED RIGHT-OF-WAY OF 77TH STREET WEST  
OF 105TH AVENUE AND NORTHERLY IN THE FUTURE RIGHT-OF-WAY OF  
109TH AVENUE SOUTH OF STH 50 (75TH STREET)**

**WHEREAS**, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 3<sup>rd</sup> day of March, 2012, adopted a Preliminary Resolution #12-12 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of municipal water main improvements located in an east-west orientation in the unimproved right-of-way of 77th Street west of 105th Avenue and northerly in the future right-of-way of 109th Avenue south of STH 50 (75th Street).

**WHEREAS**, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 7<sup>th</sup> day of May, 2012 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

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

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

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$217,547.87. The amount assessed against each of the affected properties is listed on Schedule C.

4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
5. The property owners may, at their option, pay the assessments to the Treasurer in cash or in ten equal, annual installments, with interest from November 1, 2012 at the rate of 9% per annum on the unpaid balance. All assessments will be collected in installments as provided in the preceding sentence, except assessments with respect to which the property owner shall within 30 days from the date of the Installment Assessment Notice referred to in Section 6 below elected to pay the assessment in full as provided in such Notice.
6. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 7<sup>th</sup> day of May, 2012.

VILLAGE OF PLEASANT PRAIRIE

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John P. Steinbrink, Village President

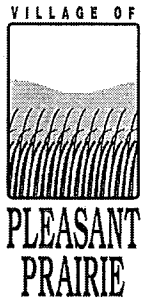
Attest:

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Jane M. Romanowski, Village Clerk

Date Adopted: \_\_\_\_\_, 2012

Published:



April 23, 2012

Property owners in the area which is in an east-west orientation of the unimproved right-of-way of 77<sup>th</sup> Street west of 105<sup>th</sup> Avenue and northerly in the future right-of-way of 109<sup>th</sup> Avenue south of STH 50 (75<sup>th</sup> Street):

**RE: NOTICE FOR PUBLIC HEARING MAY 7, 2012, 6:00 P.M. VILLAGE HALL**

The Village Board will conduct a public hearing on **Monday, May 7, 2012 at 6:00 p.m.** in the Auditorium at the Village Hall, 9915 – 39<sup>th</sup> Avenue. This public hearing will be the last meeting to be held concerning construction public water main improvements located in an east-west orientation in the unimproved right-of-way of 77<sup>th</sup> Street west of 105<sup>th</sup> Avenue and northerly in the future right-of-way of 109<sup>th</sup> Avenue south of STH 50 (75<sup>th</sup> Street).

**PUBLIC HEARING MAY 7, 2012, 6:00 P.M. VILLAGE HALL**

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

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

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

Michael R. Pollocoff  
Village Administrator

Enc.






## NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

**PLEASE TAKE NOTICE** that the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin has adopted a preliminary resolution declaring its intention to exercise its police power to levy special assessments pursuant to section 66.0703, Wis. Stats., upon property within the following proposed assessment district for benefits conferred upon the property for construction of municipal water main improvements located in an east-west orientation in the unimproved right-of-way of 77<sup>th</sup> Street west of 105<sup>th</sup> Avenue and northerly in the future right-of-way of 109<sup>th</sup> Avenue south of STH 50 (75<sup>th</sup> Street).

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

You are further notified that the Governing body will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the above described report **at 6:00 p.m. on the 7<sup>th</sup> day of May, 2012** in the Pleasant Prairie Village Hall. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Dated this 23<sup>rd</sup> day of April, 2012.

  
\_\_\_\_\_  
Vesna Savic  
Deputy Village Clerk

Published: April 26, 2012

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**ASSESSMENT REPORT**

**77<sup>th</sup> STREET / 109<sup>th</sup> AVENUE WATER MAIN EXTENSION  
PROJECT NO. E-11-007**

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In accordance with the preliminary resolution of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on March 19, 2012 with respect to special assessments to be levied on properties benefited by the 77<sup>TH</sup> Street / 109<sup>th</sup> Avenue water main extension project, the undersigned reports as follows:

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

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

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

Dated this 23<sup>rd</sup> day of April, 2012.

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

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

**77<sup>th</sup> Street / 109<sup>th</sup> Avenue Water Main Extension**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PROJECT NO. E-11-007**

1. The water main assessment is based on lot frontage of benefited properties.
2. The water main assessment rate is calculated as the total project cost divided by the total assessable lot frontage.
3. Lot frontage for this project was calculated as the amount of frontage perpendicular to the right-of-way centerline. Frontage for lots 12 and 13 were calculated as an average of the front and rear lot lengths due to the existing lot configurations.
4. Corner lot credits, if applicable, are determined by adding the length of the property along each right-of-way, then subtracting 132-feet. The net result is the assessable front footage. If the length of the property along any right-of-way is not 132 feet long, then the shorter of the two is subtracted from the front footage and the remaining frontage becomes the net assessable frontage.
  - a. Corner lot credit is provided for lot 11.
  - b. Lots 3, 4, 5, 16, and 17 were not provided corner lot credit(s) as it is fully expected that the land use / lot configuration will change and the credit would be inapplicable.
  - c. Lot 1 is assessed the full frontage of 109<sup>th</sup> Avenue. At such time that water is further extended west along 77<sup>th</sup> Avenue, the future assessment will apply a corner lot credit, if applicable.

Assessment Rate Calculation-(Frontage Assessment)

Total estimated project cost: = \$ 217,560.00

Total assessable frontage: = 3,269.43 feet

Assessment rate: = \$66.54 per assessable front foot

- Note: Final Assessment Bills will be based on actual costs.

**SCHEDULE B**  
**Cost of Improvements**

**Proj Name:** 77th Street - 109th Avenue Water Main Extension  
Village of Pleasant Prairie

**Project No.** E-11-007  
**Date:** 4.19.12

<u>No.</u>	<u>Qty</u>	<u>Units</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
1	1862	LF	12-inch water main	\$51.00	\$94,962.00
2	91	LF	8-inch water main	\$52.85	\$4,809.35
3	10	EA	12-inch butterfly valve and box	\$1,619.00	\$16,190.00
4	2	EA	8" gate valve and box	\$1,515.00	\$3,030.00
5	3	EA	hydrant vavle and box	\$925.00	\$2,775.00
6	7	EA	hydrant	\$3,395.00	\$23,765.00
7	66	LF	6" hydrant lead	\$73.25	\$4,834.50
8	1	EA	air release assembly	\$395.00	\$395.00

Subtotal: \$150,760.85

Eng & Admin: \$47,000  
\$197,760.85

10% Contingencies \$19,800.00

Total: \$217,560.85

Rounded: **\$217,560.00**

Note: Engineering includes Design, CRS, Administration

***Village of Pleasant Prairie***

Engineering Department  
Pleasant Prairie, WI

**Schedule C**

**77th / 109th Water Main  
Village of Pleasant Prairie  
Project No. E-11-007**

Assessment Rate per linear front footage = \$66.54

	<b>Property Owner and Parcel No.</b>	<b>Frontage Water Main (feet)</b>	<b>Water Main Assessment</b>	<b>Net Benefits</b>	<b>Damages Awarded</b>	<b>Total Assessment</b>
1	91-4-122-071-0026 Lynch Ventures LLC 2300 S. Brown's Lake Drive Burlington WI, 53105	599.23	\$39,872.76	\$39,872.76	\$0.00	\$39,872.76
2	91-4-122-071-0040 Village of Pleasant Prairie 9915 39th Avenue Pleasant Prairie, WI 53158	424.00	\$28,212.96	\$28,212.96	\$0.00	\$28,212.96
3	91-4-122-071-0955 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	185.00	\$12,309.90	\$12,309.90	\$0.00	\$12,309.90
4	91-4-122-071-0960 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	185.00	\$12,309.90	\$12,309.90	\$0.00	\$12,309.90
5	91-4-122-071-1015 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	163.53	\$10,881.29	\$10,881.29	\$0.00	\$10,881.29

**Schedule C**

**77th / 109th Water Main  
Village of Pleasant Prairie  
Project No. E-11-007**

Assessment Rate per linear front footage = \$66.54

	<b>Property Owner and Parcel No.</b>	<b>Frontage Water Main (feet)</b>	<b>Water Main Assessment</b>	<b>Net Benefits</b>	<b>Damages Awarded</b>	<b>Total Assessment</b>
6	91-4-122-071-1020 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	108.19	\$7,198.96	\$7,198.96	\$0.00	\$7,198.96
7	91-4-122-071-1025 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	100.00	\$6,654.00	\$6,654.00	\$0.00	\$6,654.00
8	91-4-122-071-1030 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	105.00	\$6,986.70	\$6,986.70	\$0.00	\$6,986.70
9	91-4-122-071-1035 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	100.00	\$6,654.00	\$6,654.00	\$0.00	\$6,654.00
10	91-4-122-071-1040 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	105.00	\$6,986.70	\$6,986.70	\$0.00	\$6,986.70
11	91-4-122-071-1540 Village of Pleasant Prairie 9915 39th Avenue Pleasant Prairie, WI 53154 Corner Lot Credit Applied	183.5	\$12,210.09	\$12,210.09	\$0.00	\$12,210.09
12	91-4-122-071-1545 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	118.94	\$7,914.27	\$7,914.27	\$0.00	\$7,914.27

**Schedule C**

**77th / 109th Water Main  
Village of Pleasant Prairie  
Project No. E-11-007**

Assessment Rate per linear front footage = \$66.54

	Property Owner and Parcel No.	Frontage Water Main (feet)	Water Main Assessment	Net Benefits	Damages Awarded	Total Assessment
13	91-4-122-071-1550 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	96.04	\$6,390.50	\$6,390.50	\$0.00	\$6,390.50
14	91-4-122-071-1555 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	135.00	\$8,982.90	\$8,982.90	\$0.00	\$8,982.90
15	91-4-122-071-1560 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	115.00	\$7,652.10	\$7,652.10	\$0.00	\$7,652.10
16	91-4-122-071-1565 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	125.00	\$8,317.50	\$8,317.50	\$0.00	\$8,317.50
17	91-4-122-071-1570 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	121.00	\$8,051.34	\$8,051.34	\$0.00	\$8,051.34
18	91-4-122-071-1575 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	100.00	\$6,654.00	\$6,654.00	\$0.00	\$6,654.00
19	91-4-122-071-1580 AM Community Credit Union 6715 Green Bay Road Kenosha, WI 53142	100.00	\$6,654.00	\$6,654.00	\$0.00	\$6,654.00

**Schedule C**

**77th / 109th Water Main  
Village of Pleasant Prairie  
Project No. E-11-007**

Assessment Rate per linear front footage = \$66.54


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<b>Property Owner and Parcel No.</b>	<b>Frontage Water Main (feet)</b>	<b>Water Main Assessment</b>	<b>Net Benefits</b>	<b>Damages Awarded</b>	<b>Total Assessment</b>
91-4-122-071-1585	100.00	\$6,654.00	\$6,654.00	\$0.00	\$6,654.00
AM Community Credit Union					
6715 Green Bay Road					
Kenosha, WI 53142					
<b>TOTAL ASSESSMENTS</b>	<b>3,269.43</b>	<b>\$217,547.87</b>	<b>\$217,547.87</b>	<b>\$0.00</b>	<b>\$217,547.87</b>




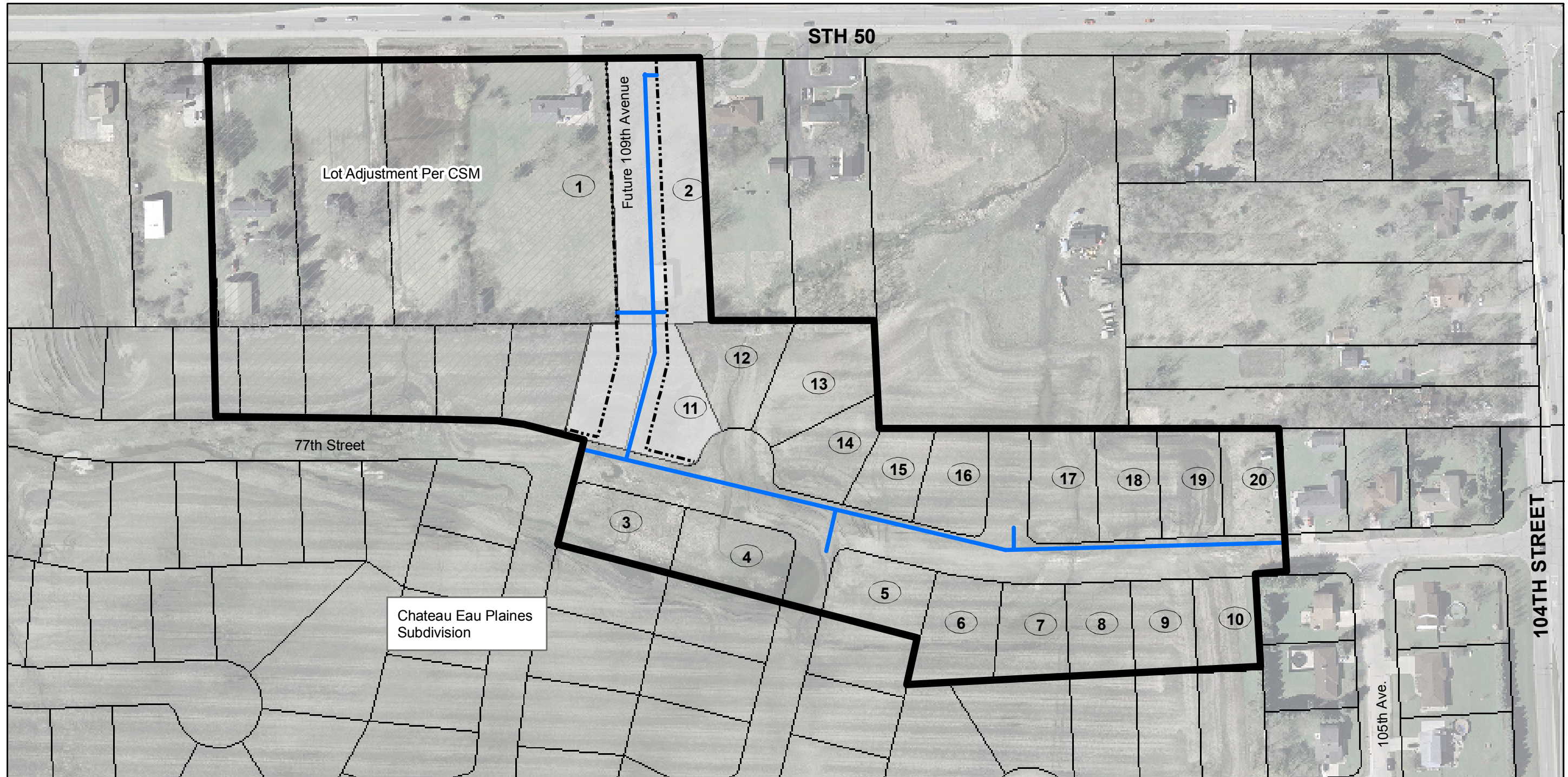


# 77th Street / 109th Avenue Water Main Extension Preliminary Assessment Map Project No. E-11-007

 Assessment Boundary

 Assessable Lot Number

 Water Main Extension



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

Consider **Ord. #12-18** to amend the **Village Comprehensive Plan** for the request of Rob Ernest, Senior Project Manager for Lexington Homes Inc., related to the proposed 4-building multi-family development generally located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street: **1)** to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve designation on Outlot 15 of the Prairie Ridge Subdivision and update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment; and **2)** to amend a portion of the Prairie Ridge Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, by changing Outlot 15 of the Prairie Ridge Subdivision from the proposed commercial office designation to a residential designation.

**Recommendation:** On April 30, 2012, the Plan Commission held a public hearing and approved Plan Commission Resolution #12-06 which recommended the Village Board adopt an ordinance to approve said amendments to the Village Comprehensive Plan as presented in Ord. #12-18.

Consider the request of Rob Ernest, Senior Project Manager for Lexington Homes Inc., for **Conceptual Plan** approved for the proposed 4-building multi-family development generally located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street to be known as Cobblestone Creek.

**Recommendation:** On April 30, 2012, the Plan Commission held a public hearing and recommended that the Village Board approve the **Conceptual Plan** subject to the comments and conditions of the Village Staff Report of May 7, 2012.

## VILLAGE STAFF REPORT OF MAY 7, 2012

Consider **Ord. #12-18** to amend the **Village Comprehensive Plan** for the request of Rob Ernest, Senior Project Manager for Lexington Homes Inc., related to the proposed 4-building multi-family development generally located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street: **1)** to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve designation on Outlot 15 of the Prairie Ridge Subdivision and update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment; and **2)** to amend a portion of the Prairie Ridge Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, by changing Outlot 15 of the Prairie Ridge Subdivision from the proposed commercial office designation to a residential designation.

Consider the request of Rob Ernest, Senior Project Manager for Lexington Homes Inc., for **Conceptual Plan** approved for the proposed 4-building multi-family development generally located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street to be known as Cobblestone Creek.

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

*The petitioner is requesting the Village to amend the Village 2035 Comprehensive Plan and to approve a Conceptual Plan for the proposed development of the 9.79-acre property located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street with a 4-building multi-family development (176-apartments--including 72-efficiency units, 68 1-bedroom units and 36 2-bedroom units) including a clubhouse to be known as Cobblestone Creek.*

**CONCEPTUAL PLAN:** Cobblestone Creek will consist of 2 40-unit 2 story buildings and 2 48-unit 3 story buildings with a total of 176 units--including 72 efficiency units, 68 1-bedroom units and 36 2-bedroom units. The development of the 9.79 net-acre property with 176-units will provide a net density of 17.98 units per acre.

Parking will be accommodated primarily by underground parking (1 space for each unit) with additional surface parking available. Additional storage lockers are available internally in the underground parking area. The majority of the units will have individual front load washers/dryers and all units will have built in microwaves, smooth top ranges and refrigerators. The anticipated rents were based on a thorough market study and will range from approximately \$655 for an efficiency apartment up to approximately \$1,400 for a two bedroom apartment (excluding heat and water). The payment of the water will be accomplished by each building having one (1) main water meter with the Village sending one (1) bill to the property owner. This water bill will then be split up and billed to the individual units by the property owner.

The 40-unit building is a 2 story building with a variety of floor plans ranging from an efficiency style with 448 sq. ft. to a 1,364 sq. ft. unit with 1 bedroom apartment and 2 full baths. The 40-unit building will breakdown as follows:

- 4- Efficiency (448 sq. ft.)
- 4- XL Efficiency (568 sq. ft.)
- 3- 1bdm, 1 bath (742 sq. ft.)
- 4- 2bdm, 1 bath (average of 1,138 sq. ft.)
- 2- 2bdm, 2 bath (average of 1,241 sq. ft.)
- 1-1bdm, 2 bath w/den (1,364 sq. ft.)

- 6-1bdrm, 2 bath w/loft (average of 1,257 sq. ft.)
- 4-Tower Loft, 1 bath (838 sq. ft.)
- 12-Loft, 1 bath (712 sq. ft.)

The 48-unit building is a 3 story with elevator service with a variety of floor plans ranging from an efficiency style with 560 sq. ft. to a 1,487 sq. ft. unit with 2 spacious bedrooms, 2 baths and an executive loft. The 48-unit breakdown is as follows:

- 8- XL Efficiency (560 sq. ft.)
- 4- Tower Loft, 1 bath (820 sq. ft.)
- 1- 1bdrm, 1 bath (780 sq. ft.)
- 2- 1bdrm, 1 bath (826 sq. ft.)
- 8- 1bdrm, 1 bath (868 sq. ft.)
- 4- 2bdrm, 1 bath (average of 980 sq. ft.)
- 1-2bdrm, 2 bath w/den (1,370 sq. ft.)
- 3-2bdrm, 1 bath (averaged at 1,108 sq. ft.)
- 2-2bdrm, 2 bath (averaged 1,146 sq. ft.)
- 13-1bdrm, 2 bath Loft (averaged of 1,282 sq. ft.)
- 2-2bdrm, 2 bath Loft (1,487 sq. ft.)

The Developers anticipate less than 10% of the occupants will be children or which less than 5% are school age children.

**Site Amenities:** Cobblestone Creek will offer an executive clubhouse complete with security monitoring via cameras and an access key system. The Club house is 2,421 square feet including 571 square foot garage area. "Club Cobblestone" will house the staff of the property management team from Lexington Management, which is the management arm of Lexington Homes, Inc. It will also consist of an inviting gathering room with kitchenette. "Club Cobblestone" is a major focal point of this community and will be designed and maintained as such. Just behind the clubhouse there will be outdoor patio gathering area for all to enjoy the views of the aesthetic ponds with fountains. An outdoor electric grill will allow for outdoor entertaining at the patio. Due to the proximity of the Village RecPlex to the site, the developers have determined that offering duplicate workout/fitness and pool facilities would not be practical, so they expanded the outdoor gathering space.

Two (2) ponds measuring approximately 1/3 of an acre each will be constructed in the center of the site. These ponds will be complete with individual water fountains, a cobblestone creek that connects the two ponds and concrete walkways that encompass the ponds. The Conceptual Plans indicate that a private well is proposed to be drilled to allow the proper amount of water to not only fill the ponds but irrigate the lush landscape throughout the entire property. *The Village Ordinance does not allow for the use of a private well for this development. The use of municipal water is required.*

Cobblestone Creek will have curb and gutter throughout the site. Each individual building will also have its own enclosed and screened trash receptacles (which will be constructed of concrete block and painted to match the buildings).

**Site Access, Parking and Open Space:** In an effort to retain greater green space areas on the site, the staff is recommending a higher density of the buildings (cluster concept). The five (5) buildings are comparable and compatible with the surrounding three (3) story commercial development on the northwest and east sides of the site and the 3-story senior housing development on the west side. Future land uses to the north are proposed as commercial. The 9.79 acre property will retain 57% open space (50% green space with an additional 7% for the ponds) which greatly exceeds the minimum requirement of 25% of the site to remain in open space.

There are a total of 176 underground parking spaces with an additional 152 additional surface parking spaces for a total of 328 parking spaces. All standard parking spaces shall be a minimum of 9 feet wide and 18 feet in length. The number of parking spaces meets the minimum requirements of the zoning ordinance as outlined below.

Pursuant to Section 420-50 of the Village Zoning Ordinance a minimum of 315 parking spaces (159 enclosed) are required for the apartments and an additional 10 are required for the clubhouse including handicapped accessible parking pursuant to the state requirements:

1 bedroom: (140 1 bedroom and efficiencies) 140 x 1.5 spaces=210 spaces (105 enclosed) + 18 guest parking spaces (1 space for each 8 unit) or 228 spaces

2 bedrooms: (36 2 bedroom) 36 x 2 spaces=72 spaces (54 enclosed) + 5 guest parking spaces (1 space for each 8 unit) or 77 spaces

Clubhouse: 2,421 sq. ft. /250 square feet = 10 parking spaces.

The lighting of the parking areas is proposed to be done by a pole system with shoebox fixtures. The Village staff is recommending a different residential lighting fixture. Further discussion is warranted with the developer regarding lighting details for the site.

Additionally, the parking lots will be monitored via a camera monitoring system pursuant to the Village's Security Ordinance. Further discussion with the Community Development, Village Police and IT Departments and the Developer related to the security system and the location of the Digital Security Imaging System (DSIS) DVR and the DSIS Agreement and Easement is required. The DSIS Agreement and Access Easement document must be approved by Plan Commission prior to the issuance of building permits.

The Concept Plan has been revised to align the site's driveway access to 94<sup>th</sup> Avenue with the access to the Senior Housing Project on the west side of the road. The access to 80<sup>th</sup> Street aligns with access to development on the south; club house access to Prairie Ridge Blvd. aligns with the median opening. Access to 91<sup>st</sup> Avenue is centered between the two access points to St. Anne's to the east. The revised access points to the site are acceptable. In addition, due to the existing topography of the site the entrances to the underground parking have been shifted to the opposite sides of the buildings and the revised plans were submitted that reflect this change. In addition, the access to the underground parking to the southern two buildings has been shifted with access off of 94<sup>th</sup> Avenue and 91<sup>st</sup> Avenue to reduce the traffic impacts abutting Pleasant Prairie Elementary School and the Extended Love Daycare.

Landscape screening around the perimeter of the site to block headlights shall be planted adjacent to the parking areas abutting all public streets is required and is being proposed. The Landscape Plan shall also show the street trees that the Developer is proposing to remove, relocate and replace with Village approved street trees. It appears that most of the street trees are dead surrounding this site. An irrigation system for the foundation plantings is required shall be maintained by Lexington Management. The irrigation system shall be shown on the plans. In addition, the location of all electric/telephone pedestals and transformers shall be shown and appropriately screened. Additional scattered landscaping shall be added to the interior of the site area.

**Construction Practices:** Lexington Homes, Inc. prides itself on building communities in which are built of high quality and intricate conceptual design. Highlighted below is a list of some of their construction practices as outlined in their written narrative.

- Each building will have an internal sprinkling system for fire safety.
- 2 x 6 construction on the external walls of the buildings.
- High performance vinyl windows and patio doors with low E glass and argon gas.

- Stone and cement board façade blended with maintenance free products.
- Aluminum frame and full glass front entry doors for security and aesthetics.
- Complete intercom system for entry.
- Custom plastered interior walls (this is not a drywall board system).
- Individual sound walls divide each unit.
- Sound insulation between the floors and RC-1 channel is added to the underside of the floor truss for additional reduction of sound transfer.
- ¾ inch gypcrete poured on 2<sup>nd</sup> and 3<sup>rd</sup> floors for another sound barrier and it also acts as another fire preventative.
- Individual unit entry doors have a deadbolt and peephole.
- Postal service is accommodated inside the building for convenience and also as another security measure—the location of the mailboxes shall be discussed directly with the Post Office.
- Laundry centers provided in the buildings for resident convenience.
- 30 year dimensional shingle roofs.
- All exterior site building and landscaping maintenance to be performed regularly by Lexington Management.
- On-site management and maintenance and cleaning staff.

**Property Management/Maintenance:** Pursuant to the written narrative, Lexington Management knows that the real success to any community lies within the long term management and maintenance of the site. They operate under a very structured process and have included a copy of their management forms pertaining to these areas and provided further description as included below:

***“Leasing:** Every potential resident that tours our site is required to fill out a “Welcome to the Community” form. This ensures the safety of our staff before each tour occurs. This form requires that we see a valid ID and gives us current living information. When the tour results in someone wanting to reside with us they are given our “Rental Process” form along with a “Standard Application for Occupancy”. The rental process form clearly highlights what the qualifications are to reside at the property. The application is a more detailed document that allows us to further qualify every potential resident.*

*With the receipt of the application, security deposit and signed rental process form we start our detailed approval process. This includes a credit check which requires a score of 600 or higher, their gross monthly income shall be 2.5 times the amount of the monthly rent and a criminal background check is run. Lexington Management as a standard allows only 2 people per bedroom and 2 vehicles per unit. There are variables to this approval process which are also outlined on the rental process form.*

*Residents are required to sign a one year lease with variable terms after that one year period depending on the individual situation. Is it management’s goal to always try to secure one year leases continually with a built in parameter that does not allow anyone to move out November-February. We do not allow dogs. Cats are permitted with an extra deposit and extra monthly rent.*

**Management Structure:** As one of the principal owners of Lexington Homes, Michelle Stimpson, has a focus on the day to day operations of the entire

*management division. Overseeing just under 1,000 units she believes in treating every resident as she would like to be treated. She physically reviews every resident file and signs every single lease that occurs within the entire company. With 18 years of experience in this industry and having both a real estate and broker's license, she knows that on the management side of things the difference is always the details. Weekly she meets with her district staff to review every property that they oversee. In these meetings site suggestions along with marketing and maintenance are discussed in great detail with implementation plans to be carried out and reported each week. Our district staff is required to be at each property working with the site management. Monthly reports are clearly documented (provided) to ensure the continued success of each site. Our management operates on the principal that this is "someone's home". We focus on the presentation not only to our prospective and current residents but to their guests as well. Additionally, we will have property staff which will include a Property Manager, Assistant Manager, Cleaning staff and Maintenance. Our goal is always to have as many of our staff physically living at the property so that someone is always available. At a minimum, one of the managers will live at the property.*

*We are very centered on routine inspections. Monthly we do property inspection reports along with exterior and interior building inspection reports. Yearly we inspect the interior of every single apartment and complete a full report as to the interior condition of that unit. At that time an annual property review is also completed to help plan for upcoming projects."*

**Certified Survey Map:** A Certified Survey Map is proposed to subdivide the property into two parcels. Parcel 1 will include the club house with the ponds and the two (2) 40-unit buildings. Parcel 2 will include the two (2) 48-unit buildings. The CSM show all existing easements and will dedicate any new easements for the site. The existing easements on the site need to be evaluated to ensure that all utilities were installed in the correct easement. It appears that utilities adjacent to 94<sup>th</sup> Avenue and at the corner of 80<sup>th</sup> Street and 91<sup>st</sup> Avenue are not constructed in the easement as shown on the Plat. The location of the existing 25 foot landscape easement may need to be adjusted as well. Detailed large scale drawings shall be submitted to the Village that clearly show the location of the easements, the location of the underground utilities and all improvements proposed with these easements. Any development within the utility easements will need written approval from the easement holder to install said improvements, including landscaping and berms, driveways and parking lots. In addition, a Development Agreement will be entered into between the Village and the Developer for the installation of the following public improvements: street tree (replacement) and public sidewalks adjacent to all public streets. The Developer will need to provide financial security (letter of credit or cash on deposit) to ensure the public improvements are installed.

**Zoning Text and Map Amendments:** When the Developer submits the final site plans and petitions to rezone the land, the Village staff will draft a specific PUD Ordinance for this development. The Developer is requesting to rezone the property from the current R-9 (UHO) Multi-Family Residential District with an Urban Landholding Overlay District to R-11 (PUD) Multi-Family Residential District with Planned Unit Development Overlay District.

Developing the site as a PUD will allow for flexibility with some requirements of the Village Zoning Ordinance provided there is a defined benefit to the community. The following modifications from the Zoning Ordinance are proposed to be included in the PUD:

- To increase the net density from 9.6 dwelling units per acre to 17.98 dwelling units per acre.
- To increase the number of apartment units allowed per building from 24 to two (2)

buildings with 40 units and two (2) buildings with 48 units with a unit mix of 72-efficiency units, 68 1-bedroom units and 36 2-bedroom units.

- To allow the building height of the apartment building to increase from 35 feet to a maximum height of 48 feet.
- To allow for efficiency units to be reduced from a minimum of 700 square feet to 425 square feet.
- To allow for two bedroom units to be reduced from a minimum of 1,000 square feet to 950 square feet per unit.
- To allow the overhead garage door for the underground parking to face the public streets provided adequate landscaping is provided adjacent to the garage entrance and the public street. (The site is bounded by public streets on all four sides.)
- In addition, there may be setback variations to the interior lot line created by the proposed CSM which need to be included in the PUD. This will be further evaluated when final plans and the CSM are submitted for review.

In consideration of these modifications to the Village Zoning Ordinance, the following shall be required:

- A minimum one (1) parking space per unit shall be provided in an enclosed garage attached to the building as proposed.
- To prohibit three (3) bedroom units (as proposed).
- To provide additional secured storage spaces for each unit in the underground parking area (approximately 20 sq. ft. per unit is proposed).
- The exterior building materials and design of the apartment units shall be a combination of stone and cement board with a 30 year architectural shingle (as shown on the revised drawings).
- The clubhouse shall be a combination of the stone and brick with a 30-year architectural shingle (as shown on the revised drawings).
- An increase from 25% to a minimum of 50% of the site shall remain in open space including two (2) ponds and a walking trail.
- The setback between buildings shall be a minimum of 40 feet.
- All four (4) apartment buildings will be fully sprinklered.
- A defibrillator and local alarm box will be required as part of the PUD
- Landscaping and exterior site is sprinklered.
- DSIS and Access Easement which meets the Village Security Ordinance requirements and is approved by the Village Police/IT/Community Development Departments.
- Public sidewalks shall be installed adjacent to all public streets abutting the development.
- Additional management and lease requirements included to ensure high standards of the development are maintained if the project is sold.

The PUD Ordinance will be drafted after the final plans are submitted for review.

**Site Construction Schedule:** Anticipated start date to be July of 2012 with site grading and excavation work. Building of the clubhouse and digging of the two aesthetic ponds will also occur at this time. The first 40-unit building will begin construction in August with an



anticipated completion of March 2013. The second 40-unit building completion is anticipated for September 2013. This would conclude Phase I. It is anticipated that Phase 2 (two 48-unit apartment buildings) would be started and completed within the next calendar year (2014).

**COMPREHENSIVE PLAN AMENDMENT:** (Refer to Plan Commission Resolution #12-06.) This property is known as Outlot 15 in the Prairie Ridge Development and is located within the Prairie Ridge Neighborhood. This property is identified in the Village 2035 Comprehensive Land Use Plan within the Upper Medium Residential land use designation with an Urban Reserve Overlay. The Urban Reserve Overlay designation indicates that there has been no specific development plans approved by the Village for this property. The Prairie Ridge Neighborhood Plan, which is a component of the 2035 Village Comprehensive Plan, indicates that the future use of this property is a possible commercial office area. Pursuant to the 2035 Comprehensive Plan, when Neighborhood Plans conflict with the Land Use Plan, the 2035 Land Use Plan shall be in effect. Therefore, the proposed conflict is proposed to be corrected with the following changes to the 2035 Comprehensive Plan:

**1)** to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve designation on Outlot 15 of the Prairie Ridge Subdivision and update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment; and

**2)** to amend a portion of the Prairie Ridge Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, by changing Outlot 15 of the Prairie Ridge Subdivision from the proposed commercial office designation to a residential designation with 4-building development (176-apartments--including 72-efficiency units, 68 1- bedroom units and 36 2- bedroom units) including a clubhouse as shown on the Conceptual Plan for Cobblestone Creek.

The proposed land use is compatible with the adjacent land uses. To the northwest is the existing Holiday Inn Express (3-story) building and the vacant land to the north is proposed to be developed with commercial land uses. To the east of the site is St. Anne Catholic Church and to the south are Extended Love Child Care and Pleasant Prairie Elementary School commercial/institutional uses. To the west of the site is the Prairie Ridge Senior Housing Campus (3 story building). The use complies with the land use as depicted on the Village's Comprehensive Land Use Plan and the amended Prairie Ridge Neighborhood Plan.

### **Recommendations:**

On April 30, 2012, the Plan Commission held a public hearing and approved Plan Commission Resolution #12-06 which recommended the Village Board adopt an ordinance to approve said amendments to the Village Comprehensive Plan as presented in **Ord. #12-18.**

On April 30, 2012, the Plan Commission held a public hearing and recommended that the Village Board approve the **Conceptual Plan** subject to the above comments and the following conditions:

1. The Conceptual Plan approval will be valid for a period of one (1) year. Prior to the expiration of the Conceptual Plan, the Final Site Development Plans, the CSM, Zoning Map and Text Amendment and the DSIS Agreement/Access Easement shall be approved by the Village.
2. The Conceptual Plan has 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. The following changes shall be made to the plans and eight (8) full size sets of plans, one (1) reduced to 11" x 17" and a pdf copy of all plan sheets and an updated written narrative shall be submitted for review by the Village.

- a. Provide a plan cover/title sheet. This sheet shall include the name of the project; the legal description or the property; the name, address, telephone number and fax number of the developer, any project manager or principal contact person, and any architect, professional engineer or land surveyor involved in the preparation of the plans; a general location map of the site; and a list of all plan sheets included within the plan set. All plans shall be included in one (1) plan set.
- b. Plan sheets shall clearly show the property lines on all plan sheets. Multiple plans sheets may be needed to ensure that all information is readable.
- c. Clearly label the full right-of-way width of Prairie Ridge Blvd., 91<sup>st</sup> and 94<sup>th</sup> Avenues and 80<sup>th</sup> Street on all plan sheets. Show the location of the existing driveway access to all streets. Label the dimension between driveways, from intersection (center line to center line).
- d. All downspouts shall be interconnected to the private storm sewer system. Show and note on the plans.
- e. All easements shall be shown on the plans. Verify that the existing utilities are located within the easements. In some areas within the Prairie Ridge Subdivision some utilities were not located in the proper easements. Verify if any easement issues exist and how these issues will be remedied. Location issues with Utilities not installed within the Utility Easements shall be discussed directly with the utility companies.
- f. Details of the dumpster encloses shall be provided on the plans. The dumpster enclosures shall be constructed of similar materials as the building. A wooden fence enclosure is not allowed. Sample materials, doors and paint colors of the dumpster enclosures shall be submitted for review and approval.
- g. Details of the proposed retaining walls shall be shown on the plans. Sample material and colors of the retaining wall shall be submitted for review and approval.
- h. Areas under the wood decks shall be painted to match the building trim within three (3) years of occupancy. Note on the plans.
- i. The apartment building shall have a minimum of 50% of each wall surface, excluding windows, doors and garage doors, shall be constructed of brick, stone, masonry or concrete. Although Hardy-Plank is a concrete product, this is excluded in the 50% calculations. Color elevations of all sides of the building shall be submitted for review. Additional changes to the elevations may be required upon further staff review.
- j. The clubhouse shall be completely constructed of a combination of stone and brick. Stucco may be allowed on the upper towers of the club house.

- k. The lighting of the parking areas is proposed to be done by a pole system with shoebox fixtures. Further discussion is warranted with the developer regarding lighting details for the site to include a more residential type fixture.
- l. The parking lots shall be monitored via a Digital Security Imaging System (DSIS) camera monitoring system pursuant to the Village's Security Ordinance. Further discussion with the Village Police, IT and Community Development Departments related to the security system and the DVR location/internet connection of the DSIS Agreement and Site Access Easement is required.
- m. Details (cut sheet details) of the proposed exterior lighting on the building, in the parking areas and within the open space areas shall be provided. In addition, provide a photometric plan to ensure proper lighting levels at the property boundaries.
- n. Plan Sheets A-2.0 note that the underground parking spaces will be 17 feet in length, whereby the Zoning Ordinance requires a minimum 18 foot parking space length. Show the exact length for parking.
- o. The 22 foot width in the parking garage is acceptable, unless a greater width is required by the Village Fire & Rescue Department.
- p. A revised Landscaping Plan shall be submitted for review and the following shall be included on the Plan.
  - i. The base map for the Landscape Plans shall be the approved grading plan.
  - ii. Landscape berming/screening to block headlights shall be planted adjacent to the parking areas abutting all public streets.
  - iii. The landscaping plan shall show the street trees that they are proposing to remove, relocate and replace with Village approved street trees. It appears that most street trees are dead surrounding this site.
  - iv. Additional landscaping shall be added to the interior of the site area.
  - v. An irrigation system for the foundation plantings is required and shall be shown on the plans.
  - vi. The location of all pedestals and transformers and proposed screening shall be shown on the plans.
  - vii. Detailed information on how the plants will be staked or secured and placed in mulch areas shall be detailed on the landscaping plans.
- q. The Conceptual Plans indicate that a private well is proposed to be drilled to allow the proper amount of water to not only fill the ponds but irrigate the lush landscape throughout the entire property. *The Village Ordinance will not allow the use of a private well for this development. The use of municipal water is required.* Revise the plans and the written narrative.
- r. Final building elevations, colors and materials shall be evaluated by staff.
- s. A sample board of the colors and materials for the project shall be submitted for review and approval with the Final Plans.
- t. See **attached** comments from the Village Engineering Department dated April 9, 2012.

- u. See **attached** comments from the Village Fire & Rescue Department dated April 8, 2012. In addition, the clubhouse building (2,421 square feet) is not required to be sprinklered, but it is recommended that it is sprinklered. A defibrillator and local alarm box will be required as part of the PUD. re required in the clubhouse. It was agreed between the Fire & Rescue Department to remove the gates on the 18 foot emergency access road and no parking is allowed on the access road. If it becomes a parking problem no parking signs will need to be installed. In addition, the Developer will implement a fine for parking on the emergency access road. shall
- v. See **attached** comments from the Village Senior Building Inspector dated April 3, 2012.
- w. The Multifamily Residential Development Identification Sign proposed at the main entrance off Prairie Ridge Blvd shall meet the following sign requirements:
  - i. Maximum number: one sign per development.
  - ii. Minimum setback: five (5) feet from the right-of-way line of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue.
  - iii. Maximum height: eight (8) feet.
  - iv. Maximum area: 36 square feet per face.
  - v. 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.
  - vi. May be illuminated.
  - vii. 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.
  - viii. The sign supports or base shall be constructed of materials that complement the materials used in the development.
  - ix. Maximum height of base under display: four (4) feet.
- x. All other informational signs proposed on site shall meet the requirements of Article X of Chapter 420 of the Village Code.
- y. As indicated in the written narrative the following is required for this development:
  - i. Each building will have an internal sprinkling system for fire safety.
  - ii. 2 x 6 construction on the external walls of the buildings.
  - iii. High performance vinyl windows and patio doors with low E glass and argon gas.
  - iv. Stone and cement board façade blended with maintenance free products.
  - v. Aluminum frame and full glass front entry doors for security and aesthetics.
  - vi. Complete intercom system for entry.

- vii. Custom plastered interior walls (this is not a drywall board system).
- viii. Individual sound walls divide each unit.
- ix. Sound insulation between the floors and RC-1 channel is added to the underside of the floor truss for additional reduction of sound transfer.
- x. ¾ inch gypcrete poured on 2<sup>nd</sup> and 3<sup>rd</sup> floors for another sound barrier and it also acts as another fire preventative.
- xi. Individual unit entry doors have a deadbolt and peephole.
- xii. Postal service is accommodated inside the building for convenience and also as another security measure—the location of the mailboxes shall be discussed directly with the Post Office.
- xiii. Laundry centers provided in the buildings for resident convenience.
- xiv. 30 year dimensional shingle roofs.
- xv. All exterior site building and landscaping maintenance to be performed regularly by Lexington Management.
- xvi. On-site management and maintenance and cleaning staff.

**Next Steps:**

1. The changes noted above shall be made to the final plans and eight (8) full size sets of plans, one (1) reduced to 11" x 17", a pdf copy of all plan sheets and an updated written narrative shall be submitted for review by the Village. In addition, the Zoning Map and Text Amendment application with the application fee of \$825 and the CSM application with the \$225 application fee shall be submitted for Village review and for the Village to prepare the required PUD ordinance as discussed above.
2. A draft of the proposed CSM shall be submitted. The CSM shall dedicate any new easements for the site. The existing easements on the site need to be evaluated to ensure that all utilities were installed in the correct easement. It appears that utilities adjacent to 94<sup>th</sup> Avenue and at the corner of 80<sup>th</sup> Street and 91<sup>st</sup> Avenue are not in the easement. The location of the existing 25 foot landscape easement may need to be adjusted as well. Detailed large scale drawings shall be submitted to the Village that clearly show the location of the easements, the location of the underground utilities and all improvements proposed with these easements. Any development within the utility easements will need written approval from the easement holder to install said improvements, including landscaping and berms, driveways and parking lot. A draft of any vacation of easements shall be submitted to the Village for review prior to recording. In addition, an amendment to the Prairie Ridge Plat may be required.
3. Once revised plans are submitted related to the required public improvements-street tree (replacement) and public sidewalks adjacent to all public streets. for the development, Village staff will prepare the required Development Agreement and associated documents that will need to be approved by the Village Board and executed by all parties. The developer shall provide the Village will all necessary plans, specification, contract estimates, financial security etc. as referenced in the Development Agreement.
4. A public hearing will be scheduled to consider the Zoning Map and Text Amendment which includes the final plans (Site and Building) and the DSIS Agreement and Access Easement. The CSM and Development Agreement will be considered at the same meeting.

5. Upon approval of the Zoning Text and Map Amendments which includes the Final Plans and the DSIS Agreement and the CSM and Development Agreement. The required Building, Erosion Control and Zoning Permit can be submitted for work to commence on the property.
6. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
7. All Village fees incurred by the Village Engineer, Village Inspectors and/or expert Assistants required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. If fees are not paid in a timely manner the Village will not continue to review said plans.
8. All Village fees incurred by the Village Community Development Department and/or expert Assistants required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. If fees are not paid in a timely manner the Village will not continue to review said plans.
9. Impact fees pursuant to Chapter 181 of the Village Code are required to be paid at time of building permit for each apartment building.
10. Prior to commencement of construction, the Developer's engineer shall conduct a pre-construction meeting at the Roger Prange Municipal Building with all of the contractors, utilities, Village on-site inspectors and Developer representatives.
  - 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).
11. Prior to the pre-construction meeting the a closing will be held with the Village to execute the Development Agreement and associated documents.
12. After footings and foundations are installed for each building and prior to framing or construction of walls, an as-built survey stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building setbacks have been met.
13. Prior to written occupancy of each building and associated site improvements three (3) copies of an as-built plan stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building, above ground structures and all impervious surfaces meet the minimum setbacks and that all pavement markings were marked per the approve site plans and the grading of the site was completed pursuant to the approved plans. In addition, written certification from the landscaping and signage companies that the landscaping and signage were installed pursuant to the approved final plans shall be submitted.
14. Prior to written occupancy an as-built record drawing of graphical data of all private sewer, water, and storm sewer facilities and underground irrigation system installed shall be provided to the Village for the Village to update the Village's Geographic Informational System. Information shall conform to the Village's electronic format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.



# MEMO

Office of the Village  
Assistant Village Engineer  
**Matthew J. Fineour, P.E.**

TO: Peggy Herrick, Assistant Planner / Assistant Zoning Administrator

FROM: Matthew Fineour, P.E., Assistant Village Engineer

CC: Michael Spence, P.E., Village Engineer

SUBJ: Cobblestone Creek

DATE: April 9, 2012

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Peggy,

The Engineering Department has reviewed the conceptual plan for the proposed Cobblestone Creek development. Concept plans reviewed contained the general site layout with no preliminary engineering, as such additional engineering comments will be provided up review of engineering plans.

Based on our review we have the following comments listed below.

## **Concept Plan – General**

1. The existing water, sanitary, and storm sewer facilities should be more clearly shown and labeled in the concept plan.
2. The Right-of-way (property line) should be clearly shown and labeled on the concept plan.
3. Existing street tree and street light locations should be shown on the plan.
4. The plan should distinguish existing sidewalk vs. new proposed sidewalk as part of the development.
5. Will the underground parking entrance widths (16-feet) and geometrics accommodate two way traffic?
6. What do the circles with the inscribed cross symbols represent? Either label, provide a legend, or eliminate the symbol(s) if unnecessary.

7. The concept plan does not include any preliminary site grading information. It is unknown how the site will be graded to accommodate the underground parking entrances or if the proposed grading to accommodate the site plan is acceptable. A preliminary grading plan should be submitted for the site as part of the concept plan.
8. The project site drains to a regional dry detention facility. This regional pond addresses peak flow reduction requirements for the proposed development; however, being a dry pond it does not address water quality requirements. In preliminary discussion with the WDNR, this site may be classified as re-development. Re-development is required based on design to reduce total suspended solids by 40%. Engineering for the site must address the water quality. Water quality may be provided on-site or a plan to retrofit the regional pond may be discussed.
9. Detailed site civil engineering plans will eventually need to be provided for review.
10. Additional information and discussion is needed regarding the aesthetic ponds, use for irrigation, and method of replenishing water.

Let me know if there are any questions.

MF





Office of the Village  
Fire & Rescue Chief  
**Douglas McElmury**

## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Douglas McElmury, Chief, Fire & Rescue Department  
CC: Lt. Thomas Clark, Fire & Rescue Department  
Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Review of the Conceptual Plan for Cobblestone Creek Apartment Buildings  
DATE: April 8, 2012

This is a review of the Conceptual Plan for two 48 unit three story apartment buildings, two 40 unit two story apartment buildings and a clubhouse. The buildings are located on Prairie Ridge Blvd. between 91<sup>st</sup> Avenue and 94<sup>th</sup> Avenue.

The Fire & Rescue Department will be responsible for providing fire prevention inspections of the buildings, twice annually. The concerns of the Fire & 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 clubhouse is an assembly and meeting place for people, an Automatic External Defibrillator (AED) shall be provided in the clubhouse in the event of a sudden cardiac arrest. The Fire & Rescue Department can provide the training necessary to perform CPR and to operate the AED.
- Fire hydrants: Shall meet the type and distance as outlined in the Village ordinance.
- Smoke Detectors and Carbon Monoxide Detectors: Detection must be provided as indicated in state statues and current building codes.

- Severe Weather Shelter: The architect shall identify the area within each 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.
- Site Access: The Owner has proposed an emergency access road on the north end of the site. This emergency access road is to be used only in the event it is needed by the Fire & Rescue or Police Departments. The emergency access roadway shall have two gates, east and west side and a locking system approved by the Fire & Rescue Department, using a padlock manufactured by the Knox Company, Phoenix, AZ. See Item #13, below.

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

**A. Site and Operational Permits**

- Site accessibility
- Fire Department Connection (FDC), Pumper Pad
- Fire hydrant spacing

**B. Conditional Use and Operational**

- |                                |                                |
|--------------------------------|--------------------------------|
| 1. Standpipe outlet locations  | <b>Not shown at this time.</b> |
| 2. Fire alarm pull stations    | <b>Not shown at this time.</b> |
| 3. Emergency and Exit Lighting | <b>Not shown at this time.</b> |
| 4. Fire extinguishers          | <b>Not shown at this time.</b> |

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:  
 Mezzanines:  
 Elevators:  
 Hazard class:  
 Commodity:  
 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**

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

An invoice for permit fees will be issued upon achieving a satisfactory 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 & 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 Commerce.
11. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
- a. All entrances from public streets, as well as road and driveways around the proposed building **must be a minimum of 30 feet wide.**
  - b. Emergency Access roadway will be 18 feet wide.
  - c. All exterior exit pathways shall have a hard surface, leading to a hard surface.
  - d. An exterior personnel door shall be located at each fire sprinkler riser room.
12. **Sprinkler System:** The buildings shall be equipped with an "automatic fire sprinkler system". The systems shall be designed and constructed to the current edition of the applicable NFPA code, 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 & Rescue Department. Underground plans shall be submitted a minimum of four (4) weeks before installation begins.
15. **Standpipes:** Apartment buildings shall be equipped with standpipes that shall consist of 2-½ inch NST valve, Class I, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve, when supplied by the fire department pumper, in the event no fire pump is needed. The standpipes shall be wet, located at each level in the stairways and personnel door into the garage area.
16. **Fire Hydrants:** Fire hydrants shall be spaced no more than 350 feet apart, per Village Ordinance 180-16. The insurance carrier must agree in writing to the hydrant spacing. Hydrants 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 buildings and risers with both the sub-contractors responsible, the Village of Pleasant Prairie Engineering Department, Fire & Rescue Department and the Water Utility Department, prior to seeking a 'clean water sample' on this site.
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: In the event a building will have a basement, and the F.D.C. check valve can be placed and accessed within the basement, a manhole will not be necessary at the pumper pad.*

*NOTE: The Fire Department Connection riser shall include both 2.5 NST connections and a single five (5) inch Storz fitting.*

21. **Bollards:** Shall be placed near fire hydrants and Fire Department connection(s) to prevent damage. 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. **Elevator:** The proposed single elevator that will service all three floors plus the underground parking area must comply with Village of Pleasant Prairie Ordinance 180-20. Further review and discussion will be needed with the owner.
23. **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.
24. **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, Carbon Monoxide and Heat Detection:** Shall be installed as required, and shall be a local alarm only.
  - 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 sprinkler riser 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. **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

25. **Knox Box:** Knox Boxes shall be provided for the building, one box at each egress on the main floor and one box located at the personnel door for the underground parking, for a total of three on each apartment building. The Knox Boxes shall be Model 4400. 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.
26. **Fire Extinguishers:** Shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be in sufficient number. Final approval, of fire extinguisher locations and quantity, will not be given until occupancy is taken, to see how a tenant furnishes the space. The company providing the fire extinguishers shall submit a letter to the Fire & 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. 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 and certification.
  - 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 & 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 the clubhouse building.
  - n. 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.

## MEMORANDUM

TO: Peggy Herrick, Assistant Planner

FROM: Ken Robers, Senior Building Inspector

SUBJECT: Site and Operational Plans comments/conditions for Cobblestone Creek Apartment Complex and Clubhouse.

DATE: April 3, 2012

The following are my comments/conditions:

- 1) All building, plumbing, and HVAC plans will need to be designed to the IBC Codes, Wisconsin Plumbing Code and be **State Approved** prior to submitting (2 sets) for building permits from the Village of Pleasant Prairie.
- 2) As of September 1, 2000 Lighting plans are no longer reviewed at the state level. However, the Village will continue to review plans. The Lighting Worksheets L-1 through L-5 are required for municipal level review.
- 3) Halls, corridors, stairways, passageways, work aisles and other means of egress from factories, offices and mercantile buildings shall have emergency lighting and exit lighting per Article 700 of the NEC, Comm 16.46, 51.15(5), 54.06(2), and 54.11. The Village Fire & Rescue Department should be contacted for further information and requirements. Contact Fire & Rescue Chief Paul Guilbert at 262-694-8027.
- 4) If water main is to serve both domestic and fire protection combined, the plans will need Department of Commerce approval and Village Fire & Rescue Department approval prior to obtaining permits and commencing work.
- 5) Complete erosion control measures, silt fence and gravel access drives must be installed per Wisconsin Construction Site Best Management Practice Handbook and be inspected within 24 hours of any land disturbing activity.
- 6) This parcel and building must comply with all requirements of Barrier-Free Design.
- 7) The architect(s)/ professional engineer(s) shall submit, to the Village and State, the compliance statement, Form SBD 9720, **prior to the final inspection with the Village Building Inspection and Fire & Rescue Departments.**
- 8) The electrical contractor will be required to be licensed by the Village of Pleasant Prairie. The electrical contractor shall obtain a permit from the Village prior to beginning work.



- 9) All mechanical contractors shall obtain a permit from the Village prior to beginning work.
- 10) Building plans will need to show detail on fire stopping of all penetrations through fire rated walls and fire separation walls as required by emergency rule that took effect on January 28, 1998.
- 11) Sprinkler plans are required to be submitted to, and reviewed by the Village Fire & Rescue Department.
- 12) Any and all fire alarm installations require plan review and permit from the Village of Pleasant Prairie Fire & Rescue Department.
- 13) Swimming pool will require State permits and inspections.**

Should you have any questions, please contact me directly.

\* \* \* \*

**ORD. # 12-18**  
**ORDINANCE TO AMEND**  
**THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**  
**2035 COMPREHENSIVE PLAN**  
**PURSUANT TO CHAPTER 390 OF THE**  
**VILLAGE MUNICIPAL CODE**

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

1. To amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve designation on Outlot 15 of the Prairie Ridge Subdivision (Tax Parcel Number 91-4-122-081-0300) and update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment.
2. To amend a portion of the Prairie Ridge Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, by changing Outlot 15 of the Prairie Ridge Subdivision (Tax Parcel Number 91-4-122-081-0300) from the proposed commercial office designation to a residential designation with two 40-unit and two 48-unit apartment buildings (176-apartments--including 72-efficiency units, 68 1-bedroom units and 36 2-bedroom units) that includes one (1) underground parking space per unit and additional surface parking lots, a club house with, walking trails and two (2) ponds to be known as Cobblestone Creek; and described in **Exhibit 1**.

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 7<sup>th</sup> day of May, 2012.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

Ayes: \_\_\_\_ Nays: \_\_\_\_ Absent: \_\_\_\_

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

**Neighborhood Plan 21 of Appendix 9-3  
Prairie Ridge Neighborhood**

The Prairie Ridge Neighborhood is generally located south of STH 50 (75<sup>th</sup> Street) west of the Union Pacific Railway, north of CTH C (Wilmot Road) and Bain Station Road and east of 104<sup>th</sup> Avenue in the Village. A Neighborhood Plan for the Prairie Ridge Neighborhood has been prepared adopted on May 10, 2004 by the Plan Commission by Resolution #04-07 and the Village Board adopted a resolution of support on May 17, 2004 by Resolution #04-24. Since 2004 three (3) amendments have been adopted including:

- an amendment approved by the Plan Commission on August 22, 2005 by Resolution #05-11 and the Village Board concurred and adopted a resolution of support on September 6, 2005 by Resolution #05-51.
- Two (2) amendments approved by the Plan Commission on December 11, 2006 by Resolutions #06-25 and #06-27 and the Village Board concurred and adopted a resolution of support for both amendments on December 18, 2006 by Resolutions #06-57 and #06-59.
- **an amendment approved by the Plan Commission on April 30, 2012 by Resolution #06-12 and the Village Board on May 7, 2012 by Ordinance #12-18.**

**The Prairie Ridge Neighborhood Plan (adopted May 10, 2004 by Plan Commission Resolution #04-07) includes:**

**COMMERCIAL AREAS:** Approximately 187 acres of land within the neighborhood is identified as commercial—these areas include a Community Commercial Area in the Prairie Ridge Development south of STH 50 and east of 88<sup>th</sup> Avenue on STH 50, and a Community Commercial area at the southwest corner of CTH C and CTH H which includes the existing Tri-Clover building currently being used as warehousing for Rust-Oleum Corporation and Kenosha Grounds Care operating south of the Village Fire Station #2.

**GOVERNMENT AND INSTITUTIONAL AREAS:** Approximately 102 acres of land within the neighborhood are identified as Government and Institutional Uses. These include St. Catherine's Hospital, Extended Love Child Development Center, Grande Prairie, Hospice Alliance, Pleasant Prairie Elementary School, St. Anne Church, United Methodist Church and Pleasant Prairie Fire Station #2.

**RESIDENTIAL AREA:** Approximately 461.5 acres of land (excluding existing and future rights-of-way, commercial and government & institutional areas, wetlands and other open space) within the neighborhood are proposed to be developed as Residential. While a majority of this neighborhood is developed, the southeastern portion of the neighborhood has vacant land that could be developed with residential development. There are 628 existing single family units and 564 existing multi-family units within the Neighborhood and these existing residential developments in the Neighborhood include: Prairie Ridge Subdivision, residential development at Bain Station Road and 104<sup>th</sup> Avenue, Lexington Village Apartments, Westwood Estates Manufactured Home Park, Hidden Oaks Apartments and scatter residential along the arterial highways.

The Neighborhood Plan proposes 99 more single family units and 783 more multi-family units. The additional multi-family units include:

- 401 senior housing apartment units in Prairie Ridge at 94<sup>th</sup> Avenue and Prairie Ridge Boulevard (located in 4 additional buildings);
- 98 condominium units in Prairie Ridge located at 97<sup>th</sup> Court between Prairie Ridge Boulevard and 94<sup>th</sup> Avenue known as Arbor Ridge and specifically including: 15-2 unit buildings, 5-4 unit buildings; and 8- 6 unit buildings;
- 40 condominium units (10-four unit buildings) located south of CTH C at 94<sup>th</sup> Avenue.
- 96 condominium units (8-three unit buildings 29-two unit buildings and 14-one unit buildings)

located at the north of Bain Station Road and west of 88<sup>th</sup> Avenue. (the 14 single unit condominiums are included in the proposed single family unit count

- 90 condominiums units (3-eight unit buildings, 1-six unit building and 15-four unit buildings and 60 apartment units (5 12 unit buildings) to be known as Bain Station Condominiums and Bain Station Apartments.
- 12 units at either 4-three unit buildings or 3-four unit buildings located at east of 88<sup>th</sup> Avenue at Wilmot Road.

The two areas proposed for additional single family development with lots averaging about 20,000 square feet are located at Bain Station Road and 94<sup>th</sup> Avenue and Bain Station Road and 88<sup>th</sup> Avenue. Two (2) wooded areas within the Neighborhood are proposed to be preserved, while providing with limited development. The wooded area located south of 82<sup>nd</sup> Street east of 88<sup>th</sup> Avenue is currently zoned C-2, Upland Resource Conservancy District and pursuant to this district a minimum lot size for the development of a single family home is 5 acres; therefore two 5 acre parcels are proposed. The wooded area located east of 88<sup>th</sup> Avenue at Wilmot Road is also zoned C-2 and is proposed to be preserved, with the non-wetland areas west of the woods on 88<sup>th</sup> Avenue is proposed to be developed with no more than 12 units—either 4-three unit buildings or 3-four unit buildings.

In accordance with the Village 2010 Comprehensive Plan, the overall net density for the Prairie Ridge Neighborhood recommends that the Neighborhood be developed within the Upper-Medium Residential land use category with the average lot area per dwelling unit fall within the range of 6,200 square feet and 11,999 square feet per dwelling unit. This allows for areas of the neighborhood to have larger lots while some areas have smaller lots —however all new single family lots within the neighborhood are proposed to be a minimum of 15,000 square feet. The net density of the neighborhood as shown on Plan is 9,693 square feet per dwelling unit (461.4882 net residential acres multiplied by 43,560 square feet in an area divided by 2,074 dwelling units). This density is in compliance with the Village 2010 Comprehensive Plan.

**Alternative A:** This alternative at the northwest corner of Bain Station Road and 88<sup>th</sup> Avenue proposes that only the property occupied by St. Anne Parish Center be shown as Institutional and the other area shown as institutional be changed to residential. This alternative alters the density calculations slightly by adding approximately 1 acre to the residential land use category and subtracting an acre from the Institutional land use category.

**NEIGHBORHOOD PARK:** The Comprehensive Land Use Plan indicates that a five acre park be located adjacent to Pleasant Prairie Elementary School. This park area was constructed as part of the construction of Pleasant Prairie Elementary School.

**WETLAND AREAS:** The Neighborhood Plan identifies approximately 65 acres of land within wetlands. Prior to consideration of any proposed Conceptual Plans, wetlands shall be field verified by a certified biologist in accordance with the Village wetland regulations. Some of the wetlands within the undeveloped area have been field verified. Upon field verification of wetlands the plan may need to be altered in order to preserve the wetlands.

**RETENTION AREAS:** The Neighborhood Plan indicates areas within existing retention facilities and proposed areas for future storm water management facilities. At the time that any Conceptual Plans are to be considered for any portion of the neighborhood, the developer's engineer will be required to evaluate the development site, based on actual field conditions and shall present a storm water management facility plan which meets the Village requirements for Village review.

**ACCESS TO ARTERIAL ROADS:** The Neighborhood Plan indicates four (4) new street access points to Bain Station Road, two new access points to CTH H, one new access point to CTH C and no new access to STH 50. A third access may be required onto CTH H at 82<sup>nd</sup> Street and another new access to Wilmot Road for future Commercial Development at CTH C and CTH H. 94<sup>th</sup> Avenue, a local arterial is proposed to be extended south to Bain Station Road. At the time that any portion of the neighborhood is proposed to be developed, proper access will be required to

adequately service the proposed development. In addition, the long-range transportation plan indicates that STH 50, CTH H, CTH C and Bain Station Road should be widened when traffic counts/new developments warrant such improvements.

**POPULATION PROJECTIONS FOR THE NEIGHBORHOOD:** The vacant portion of this neighborhood will not develop until the current property owners wish to develop there land; however, neighborhood planning is essential for the orderly growth of the community and establishes a framework as to how development should occur and, if and when it should occur. The neighborhood plan is a guide for property owners and developers—therefore the population will increase on an incremental basis as the neighborhood develops over time. Based on the 2000 census information for the Village of Pleasant Prairie the average number of persons per household is 2.73 and school age children between the ages of 5 and 19 make up 23% of the population. In addition, the Village is assuming 1.5 per unit in the senior housing apartments within the neighborhood.

**Current population** within the neighborhood:

- 628 dwelling units--assumes that each existing lot has an occupied dwelling unit
- 120 senior housing units
- 1,714 persons with school age children (which includes 394 school age children)
- 180 seniors at the Prairie Ridge Senior Campus
- Total existing population 1,894 persons and 394 school age children

**Projected populations** within the neighborhood based on the number of households proposed for this neighborhood when fully developed:

- 1,433 dwelling units
- 521 senior housing units
- 3,912 persons with school age children (which includes 899 school age children)
- 782 seniors at the Prairie Ridge Senior Campus
- Total proposed populated 4,694 person and 899 school age children.

The Village provides copies of proposed developments to the Kenosha Unified School District to assist in their planning. A KUSD Master Plan is being prepared by KUSD staff to be completed this spring, which is to address growth in the district. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie (.42 x number of dwelling units), 602 public school age children are likely to come from this neighborhood.

**The amendment approved by Plan Commission Resolution 05-11 and Village Board Resolution #05-51 included an amendment to the Prairie Ridge Neighborhood Plan for a 51.2 acre property generally located south of CTH C (Wilmot Road), north of Bain Station Road at 94<sup>th</sup> Avenue.**

The Prairie Ridge Neighborhood Plan adopted in 2004 indicated that this land be developed with approximately 48 single family lots and 10 four (4) unit condominium buildings adjacent to CTH C and west of the existing manufacturing facility on the subject property. A detailed wetland staking was completed on the property and the location of the actual field delineated wetlands was different that what was shown on the Village interpolated wetland maps. As a result, the developer determined that the best use for the site would be for the entire site to be developed with single family lots. The amendment proposed 81 single family lots or 7 residential units less than Plan adopted in 2004

This amendment to the Neighborhood Plan has little effect on the overall density of the Prairie Ridge Neighborhood and complies with the Village 2010 Comprehensive Use Plan. Pursuant to the 2004 Plan, approximately 461.5 acres of land (excluding existing and future rights-of-way, commercial and government & institutional areas, wetlands and other open space) within the neighborhood are

proposed to be developed as Residential and there are 628 existing single family units and 564 existing multi-family units within the Neighborhood including: Prairie Ridge Subdivision, residential development at Bain Station Road and 104<sup>th</sup> Avenue, Lexington Village Apartments, Westwood Estates Manufactured Home Park, Hidden Oaks Apartments and scatter residential along the arterial highways. The amendment increased the number of proposed single family lots in the Neighborhood from approximately 99 to 132 single family units and reduce the proposed number of multifamily units in the Neighborhood from 783 units to 743 multi-family units.

In accordance with the Village 2010 Comprehensive Plan, the Prairie Ridge Neighborhood is classified as Upper-Medium Residential land use category which requires the average lot area per dwelling unit fall within the range of 6,200 square feet and 11,999 square feet per dwelling unit. This allows for areas of the neighborhood to have larger lots while some areas have smaller lots. The net density of the neighborhood with the proposed amendment will be increased to approximately 9,725 square feet per dwelling unit (461.4882 net residential acres multiplied by 43,560 square feet in an area divided by 2,067 dwelling units) from approximately 9,693 square feet per dwelling unit (461.4882 net residential acres multiplied by 43,560 square feet in an area divided by 2,074 dwelling units). This density is in compliance with the Village Comprehensive Plan.

The population projections for the neighborhood will decrease slightly as a result of the proposed amendment as described below:

**Current population** within the neighborhood is 1,894 persons and 394 school age children (assumes that each existing lot has an occupied dwelling).

- 1,714 persons (628 dwelling units x 2.73 persons per household); plus
- 180 seniors a Prairie Ridge Senior Campus (120 senior housing units x 1.5 person per household)
- 394 school age children (23% of 1,714 persons with school age children)
- 263 public school age children (42% of 628 dwelling units)

**Projected populations** within the neighborhood based on reducing the total number of dwelling units in the neighborhood by seven units would adjust the projections down from 4,904 persons and 1,080 school age children to 4,885 persons and 944 school age children (based on the number of households proposed for this neighborhood when fully developed).

- 4,103 persons (875 proposed plus 628 existing dwelling units x 2.73 persons per household); plus
- 782 seniors a Prairie Ridge Senior Campus (521 total senior housing units x 1.5 person per household)
- 944 school age children (23% of 4,103 persons with school age children)
- 631 public school age children (42% of 1503 dwelling units)

*[Note: Based on the 2000 Census information for the Village of Pleasant Prairie the average number of persons per household is 2.73 and school age children between the ages of 5 and 19 make up 23% of the population. In addition, the Village is assuming 1.5 persons per unit in the senior housing apartments within the neighborhood. The Village provides copies of proposed developments to the Kenosha Unified School District to assist in their planning. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie the number of student that will attend public school is 42% of the number of dwelling units.]*

**The amendment approved by Plan Commission Resolution #06-25 and the Village Board Resolution #06-57** amended the 2004 Neighborhood Plan for the land at the northeast corner of Bain Station Road and 88<sup>th</sup> Avenue (CTH H) as a result of a development of a mixed residential development.

The 2004 Neighborhood Plan indicated that this area be developed with 152 multi-family units and 40

single family lots for a total of 192 dwelling units. The amendment to the Neighborhood Plan for this area included 44 new single family lots, razing 5 existing single family homes, 108 new condominium units (10-4 unit buildings, 6-6 unit buildings and 4-8 unit buildings) and 95 new multi-family senior condominium units and for a total of 242 new dwelling units (50 units more than approved on the 2004 Neighborhood Plan) which slightly exceeds the density for this property and would also increase the overall density of the neighborhood and projected population for the neighborhood; however due to the increase of senior housing the number of school age children slightly decreases as described below:.

The projected population and density within the Neighborhood based on the increase of 50 dwelling units within this area includes:

- 1,501 existing and proposed dwelling units (excluding senior housing units)
- 616 senior housing units
- 2,117 total dwelling units
- 4,098 persons (1,501 proposed dwelling units x 2.73 persons per household);
- 924 seniors at Prairie Ridge Senior Campus (616 total senior housing units x 1.5 person per household)
- 5,022 persons is the total estimate of population
- 943 school age children (23% of 4,098 persons with school age children) or 630 public school age children (42% of 1501 dwelling units)
- The average lot size per dwelling unit for the neighborhood as amended is 9,506 square feet per dwelling unit (462 net residential acres multiplied by 43,560 square feet in an area divided by 2,117 total dwelling units—existing and proposed)

**The amendment approved by Plan Commission Resolution #06-27 and the Village Board Resolution #06-59 included** an amendment to the 2004 Neighborhood Plan by changing the two (2) properties at the northwest corner of Bain Station Road and 88<sup>th</sup> Avenue (CTH H) from and Institutional use to a residential land use designation.

**The amendment approved by Plan Commission Resolution #12-06 and the Village Board by Ordinance #12-18** by changing Outlot 15 of the Prairie Ridge Subdivision (Tax Parcel Number 91-4-122-081-0300) from the proposed commercial office designation to a residential designation with two 40-unit and two 48-unit apartment buildings (176-apartments--including 72-efficiency units, 68 1-bedroom units and 36 2-bedroom units) that includes one (1) underground parking space per unit and additional surface parking lots, a club house, walking trails and two (2) ponds to be known as Cobblestone Creek.

The amendment to the Neighborhood Plan reduces the commercial land area in the Neighborhood from approximately 187 acres to approximately 177 acres and increases the land area for residential development from 462 to 472 net residential areas.

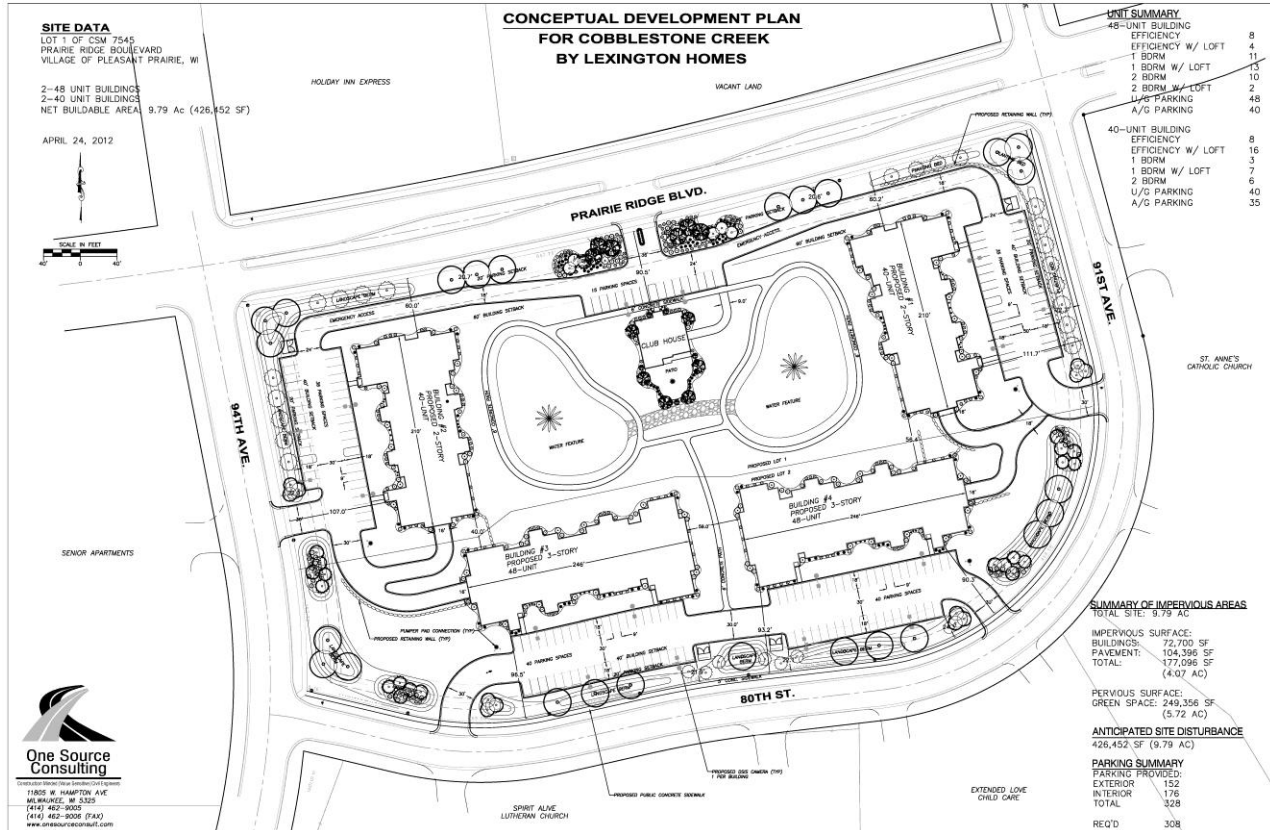
In addition, the land areas for residential development increases by approximately 10 acres and 176 apartment units within 4-buildings (72-efficiency units, 68 1-bedroom units and 36 2-bedroom units) including a clubhouse is being added to the Neighborhood. This development would increase the overall density of the neighborhood and the projected population for the neighborhood as shown below. Based on the 2010 Census information for the Village of Pleasant Prairie the average number of persons per household is 2.68 (a decrease from 2.73 in 2000) and the average number of person per rental housing is 2.34 and school age children between the ages of 5 and 19 make up 27.9% of the population. In addition, the Village is assuming 1.5 per unit in the senior housing apartments within the neighborhood. *The increase in school age children is not a result of the proposed apartment development but is due to the increase of the Village population of school age children from 23% in 2000 to 27.9% of the Village population in 2010.*

The projected population and density within the Neighborhood based on the increase of 176 dwelling units within this area includes:

- 1,501 existing and proposed dwelling units (excluding senior housing units and proposed apartments)
- 616 senior housing units
- 176 apartment units (72-efficiency units, 68 1-bedroom units and 36 2-bedroom units)
- 2,293 total dwelling units
- 4,023 persons (1,501 proposed dwelling units x 2.68 persons per household);
- 924 seniors within the Prairie Ridge Senior Campus (616 total senior housing units x 1.5 person per household)
- 412 persons within the 176 apartment units x 2.34 persons per rental household
- 5,359 persons is the total estimate of population of the neighborhood at full build-out.
- 1,122 school age children (27.9% of 4,023 persons with school age children) or 630 public school age children (42% of 1501 dwelling units)
- The average lot size per dwelling unit for the neighborhood as amended is 8,967 square feet per dwelling unit (472 net residential acres multiplied by 43,560 square feet in an area divided by 2,293 total dwelling units—existing and proposed).

**Neighborhood Plan Map 21  
Prairie Ridge Neighborhood**

**Amendment adopted by Plan Commission Resolution #12-06 and Village Board Ordinance #12-18**





**VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION  
RESOLUTION #12-06**

**TO AMEND THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN  
2035 COMPREHENSIVE PLAN**

**WHEREAS**, on December 19, 2009 the Village Board adopted the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan* (Comprehensive Plan); and

**WHEREAS**, the Village has received a request to amend the Comprehensive Plan related to the land use designation and development of Outlot 15 of the Prairie Ridge Subdivision located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street in a part of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East; and

**WHEREAS**, Outlot 15 of the Prairie Ridge Subdivision is identified in the Village 2035 Comprehensive Land Use Plan within the Upper Medium Residential land use designation with an Urban Reserve Overlay. The Urban Reserve Overlay designation indicates that there is an urban landholding overlay zoning designation on the property since there has been no development plans approved by the Village for this property. The Prairie Ridge Neighborhood Plan, which is a component of the 2035 Village Comprehensive Plan, indicates that the future use of this property is a possible commercial office area. Pursuant to the 2035 Comprehensive Plan, when Neighborhood Plans conflict with the Land Use Plan, the 2035 Land Use Plan shall be in effect. Therefore, the proposed conflict is proposed to be corrected with the following changes to the 2035 Comprehensive Plan:

**1)** to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve designation on Outlot 15 of the Prairie Ridge Subdivision (Tax Parcel Number 91-4-122-081-0300) and update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment; and

**2)** to amend a portion of the Prairie Ridge Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, by changing Outlot 15 of the Prairie Ridge Subdivision (Tax Parcel Number 91-4-122-081-0300) from the proposed commercial office designation to a residential designation with two 40-unit and two 48-unit apartment buildings (176-apartments--including 72-efficiency units, 68 1-bedroom units and 36 2-bedroom units) that includes one (1) underground parking space per unit and additional surface parking lots, a club house, walking trails and two (2) ponds to be known as Cobblestone Creek; and

**WHEREAS**, on March 30, 2012 the required 30-day notice was published in the Kenosha News for the April 30, 2012 public hearing held by the Village Plan Commission and on March 30, 2012, notices were sent to property owners within 300 feet of the proposed amendments; and

**NOW THEREFORE, BE IT RESOLVED**, that pursuant to Sections 62.23 (3) (b) and 66.1001 (4) (b) of the Wisconsin Statutes, the Village of Pleasant Prairie Plan Commission hereby approves the following amendments to the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan:

1. To amend a portion of the Prairie Ridge Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, by changing Outlot 15 of the Prairie Ridge Subdivision (Tax Parcel Number 91-4-122-081-0300) from the proposed commercial office designation to a residential designation with two 40-unit and two 48-unit apartment buildings (176-apartments--including 72-efficiency units, 68 1-bedroom units and 36 2-bedroom units) that includes one (1) underground parking space per unit and additional surface parking lots, a club house, walking trails and two (2) ponds to be known as Cobblestone Creek as presented at the April 30, 2012 public hearing and shown and described in **Exhibit 1**.
2. To amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve designation on Outlot 15 of the Prairie Ridge Subdivision

(Tax Parcel Number 91-4-122-081-0300).

3. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment to Map 9.9.

**BE IT FURTHER RESOLVED** that the Plan Commission does hereby recommend that the Village Board enact the Ordinance adopting the amendment, as referenced above, to the *Village of Pleasant Prairie 2035 Comprehensive Plan*.

**Adopted this 30<sup>th</sup> day of April 2012.**

ATTEST:

VILLAGE OF PLEASANT PRAIRIE

  
\_\_\_\_\_  
Donald Hackbarth  
Secretary

  
\_\_\_\_\_  
Thomas W. Terwall  
Plan Commission Chairman

Date Posted: 5-1-12

**Neighborhood Plan 21 of Appendix 9-3  
Prairie Ridge Neighborhood**

The Prairie Ridge Neighborhood is generally located south of STH 50 (75<sup>th</sup> Street) west of the Union Pacific Railway, north of CTH C (Wilmot Road) and Bain Station Road and east of 104<sup>th</sup> Avenue in the Village. A Neighborhood Plan for the Prairie Ridge Neighborhood has been prepared adopted on May 10, 2004 by the Plan Commission by Resolution #04-07 and the Village Board adopted a resolution of support on May 17, 2004 by Resolution #04-24. Since 2004 three (3) amendments have been adopted including:

- an amendment approved by the Plan Commission on August 22, 2005 by Resolution #05-11 and the Village Board concurred and adopted a resolution of support on September 6, 2005 by Resolution #05-51.
- Two (2) amendments approved by the Plan Commission on December 11, 2006 by Resolutions #06-25 and #06-27 and the Village Board concurred and adopted a resolution of support for both amendments on December 18, 2006 by Resolutions #06-57 and #06-59.
- **an amendment approved by the Plan Commission on April 30, 2012 by Resolution #06-12 and the Village Board on \_\_\_\_\_, 2012 by Ordinance #12-\_\_.**

**The Prairie Ridge Neighborhood Plan (adopted May 10, 2004 by Plan Commission Resolution #04-07) includes:**

**COMMERCIAL AREAS:** Approximately 187 acres of land within the neighborhood is identified as commercial—these areas include a Community Commercial Area in the Prairie Ridge Development south of STH 50 and east of 88<sup>th</sup> Avenue on STH 50, and a Community Commercial area at the southwest corner of CTH C and CTH H which includes the existing Tri-Clover building currently being used as warehousing for Rust-Oleum Corporation and Kenosha Grounds Care operating south of the Village Fire Station #2.

**GOVERNMENT AND INSTITUTIONAL AREAS:** Approximately 102 acres of land within the neighborhood are identified as Government and Institutional Uses. These include St. Catherine's Hospital, Extended Love Child Development Center, Grande Prairie, Hospice Alliance, Pleasant Prairie Elementary School, St. Anne Church, United Methodist Church and Pleasant Prairie Fire Station #2.

**RESIDENTIAL AREA:** Approximately 461.5 acres of land (excluding existing and future rights-of-way, commercial and government & institutional areas, wetlands and other open space) within the neighborhood are proposed to be developed as Residential. While a majority of this neighborhood is developed, the southeastern portion of the neighborhood has vacant land that could be developed with residential development. There are 628 existing single family units and 564 existing multi-family units within the Neighborhood and these existing residential developments in the Neighborhood include: Prairie Ridge Subdivision, residential development at Bain Station Road and 104<sup>th</sup> Avenue, Lexington Village Apartments, Westwood Estates Manufactured Home Park, Hidden Oaks Apartments and scatter residential along the arterial highways.

The Neighborhood Plan proposes 99 more single family units and 783 more multi-family units. The additional multi-family units include:

- 401 senior housing apartment units in Prairie Ridge at 94<sup>th</sup> Avenue and Prairie Ridge Boulevard (located in 4 additional buildings);
- 98 condominium units in Prairie Ridge located at 97<sup>th</sup> Court between Prairie Ridge Boulevard and 94<sup>th</sup> Avenue known as Arbor Ridge and specifically including: 15-2 unit buildings, 5-4 unit buildings; and 8- 6 unit buildings;
- 40 condominium units (10-four unit buildings) located south of CTH C at 94<sup>th</sup> Avenue.
- 96 condominium units (8-three unit buildings 29-two unit buildings and 14-one unit buildings)

located at the north of Bain Station Road and west of 88<sup>th</sup> Avenue. (the 14 single unit condominiums are included in the proposed single family unit count

- 90 condominiums units (3-eight unit buildings, 1-six unit building and 15-four unit buildings and 60 apartment units (5 12 unit buildings) to be known as Bain Station Condominiums and Bain Station Apartments.
- 12 units at either 4-three unit buildings or 3-four unit buildings located at east of 88<sup>th</sup> Avenue at Wilmot Road.

The two areas proposed for additional single family development with lots averaging about 20,000 square feet are located at Bain Station Road and 94<sup>th</sup> Avenue and Bain Station Road and 88<sup>th</sup> Avenue. Two (2) wooded areas within the Neighborhood are proposed to be preserved, while providing with limited development. The wooded area located south of 82<sup>nd</sup> Street east of 88<sup>th</sup> Avenue is currently zoned C-2, Upland Resource Conservancy District and pursuant to this district a minimum lot size for the development of a single family home is 5 acres; therefore two 5 acre parcels are proposed. The wooded area located east of 88<sup>th</sup> Avenue at Wilmot Road is also zoned C-2 and is proposed to be preserved, with the non-wetland areas west of the woods on 88<sup>th</sup> Avenue is proposed to be developed with no more than 12 units—either 4-three unit buildings or 3-four unit buildings.

In accordance with the Village 2010 Comprehensive Plan, the overall net density for the Prairie Ridge Neighborhood recommends that the Neighborhood be developed within the Upper-Medium Residential land use category with the average lot area per dwelling unit fall within the range of 6,200 square feet and 11,999 square feet per dwelling unit. This allows for areas of the neighborhood to have larger lots while some areas have smaller lots —however all new single family lots within the neighborhood are proposed to be a minimum of 15,000 square feet. The net density of the neighborhood as shown on Plan is 9,693 square feet per dwelling unit (461.4882 net residential acres multiplied by 43,560 square feet in an area divided by 2,074 dwelling units). This density is in compliance with the Village 2010 Comprehensive Plan.

**Alternative A:** This alternative at the northwest corner of Bain Station Road and 88<sup>th</sup> Avenue proposes that only the property occupied by St. Anne Parish Center be shown as Institutional and the other area shown as institutional be changed to residential. This alternative alters the density calculations slightly by adding approximately 1 acre to the residential land use category and subtracting an acre from the Institutional land use category.

**NEIGHBORHOOD PARK:** The Comprehensive Land Use Plan indicates that a five acre park be located adjacent to Pleasant Prairie Elementary School. This park area was constructed as part of the construction of Pleasant Prairie Elementary School.

**WETLAND AREAS:** The Neighborhood Plan identifies approximately 65 acres of land within wetlands. Prior to consideration of any proposed Conceptual Plans, wetlands shall be field verified by a certified biologist in accordance with the Village wetland regulations. Some of the wetlands within the undeveloped area have been field verified. Upon field verification of wetlands the plan may need to be altered in order to preserve the wetlands.

**RETENTION AREAS:** The Neighborhood Plan indicates areas within existing retention facilities and proposed areas for future storm water management facilities. At the time that any Conceptual Plans are to be considered for any portion of the neighborhood, the developer's engineer will be required to evaluate the development site, based on actual field conditions and shall present a storm water management facility plan which meets the Village requirements for Village review.

**ACCESS TO ARTERIAL ROADS:** The Neighborhood Plan indicates four (4) new street access points to Bain Station Road, two new access points to CTH H, one new access point to CTH C and no new access to STH 50. A third access may be required onto CTH H at 82<sup>nd</sup> Street and another new access to Wilmot Road for future Commercial Development at CTH C and CTH H. 94<sup>th</sup> Avenue, a local arterial is proposed to be extended south to Bain Station Road. At the time that any portion of the neighborhood is proposed to be developed, proper access will be required to

adequately service the proposed development. In addition, the long-range transportation plan indicates that STH 50, CTH H, CTH C and Bain Station Road should be widened when traffic counts/new developments warrant such improvements.

**POPULATION PROJECTIONS FOR THE NEIGHBORHOOD:** The vacant portion of this neighborhood will not develop until the current property owners wish to develop there land; however, neighborhood planning is essential for the orderly growth of the community and establishes a framework as to how development should occur and, if and when it should occur. The neighborhood plan is a guide for property owners and developers—therefore the population will increase on an incremental basis as the neighborhood develops over time. Based on the 2000 census information for the Village of Pleasant Prairie the average number of persons per household is 2.73 and school age children between the ages of 5 and 19 make up 23% of the population. In addition, the Village is assuming 1.5 per unit in the senior housing apartments within the neighborhood.

**Current population** within the neighborhood:

- 628 dwelling units--assumes that each existing lot has an occupied dwelling unit
- 120 senior housing units
- 1,714 persons with school age children (which includes 394 school age children)
- 180 seniors at the Prairie Ridge Senior Campus
- Total existing population 1,894 persons and 394 school age children

**Projected populations** within the neighborhood based on the number of households proposed for this neighborhood when fully developed:

- 1,433 dwelling units
- 521 senior housing units
- 3,912 persons with school age children (which includes 899 school age children)
- 782 seniors at the Prairie Ridge Senior Campus
- Total proposed populated 4,694 person and 899 school age children.

The Village provides copies of proposed developments to the Kenosha Unified School District to assist in their planning. A KUSD Master Plan is being prepared by KUSD staff to be completed this spring, which is to address growth in the district. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie (.42 x number of dwelling units), 602 public school age children are likely to come from this neighborhood.

**The amendment approved by Plan Commission Resolution 05-11 and Village Board Resolution #05-51 included an amendment to the Prairie Ridge Neighborhood Plan for a 51.2 acre property generally located south of CTH C (Wilmot Road), north of Bain Station Road at 94<sup>th</sup> Avenue.**

The Prairie Ridge Neighborhood Plan adopted in 2004 indicated that this land be developed with approximately 48 single family lots and 10 four (4) unit condominium buildings adjacent to CTH C and west of the existing manufacturing facility on the subject property. A detailed wetland staking was completed on the property and the location of the actual field delineated wetlands was different that what was shown on the Village interpolated wetland maps. As a result, the developer determined that the best use for the site would be for the entire site to be developed with single family lots. The amendment proposed 81 single family lots or 7 residential units less than Plan adopted in 2004

This amendment to the Neighborhood Plan has little effect on the overall density of the Prairie Ridge Neighborhood and complies with the Village 2010 Comprehensive Use Plan. Pursuant to the 2004 Plan, approximately 461.5 acres of land (excluding existing and future rights-of-way, commercial and government & institutional areas, wetlands and other open space) within the neighborhood are

proposed to be developed as Residential and there are 628 existing single family units and 564 existing multi-family units within the Neighborhood including: Prairie Ridge Subdivision, residential development at Bain Station Road and 104<sup>th</sup> Avenue, Lexington Village Apartments, Westwood Estates Manufactured Home Park, Hidden Oaks Apartments and scatter residential along the arterial highways. The amendment increased the number of proposed single family lots in the Neighborhood from approximately 99 to 132 single family units and reduce the proposed number of multifamily units in the Neighborhood from 783 units to 743 multi-family units.

In accordance with the Village 2010 Comprehensive Plan, the Prairie Ridge Neighborhood is classified as Upper-Medium Residential land use category which requires the average lot area per dwelling unit fall within the range of 6,200 square feet and 11,999 square feet per dwelling unit. This allows for areas of the neighborhood to have larger lots while some areas have smaller lots. The net density of the neighborhood with the proposed amendment will be increased to approximately 9,725 square feet per dwelling unit (461.4882 net residential acres multiplied by 43,560 square feet in an area divided by 2,067 dwelling units) from approximately 9,693 square feet per dwelling unit (461.4882 net residential acres multiplied by 43,560 square feet in an area divided by 2,074 dwelling units). This density is in compliance with the Village Comprehensive Plan.

The population projections for the neighborhood will decrease slightly as a result of the proposed amendment as described below:

**Current population** within the neighborhood is 1,894 persons and 394 school age children (assumes that each existing lot has an occupied dwelling).

- 1,714 persons (628 dwelling units x 2.73 persons per household); plus
- 180 seniors a Prairie Ridge Senior Campus (120 senior housing units x 1.5 person per household)
- 394 school age children (23% of 1,714 persons with school age children)
- 263 public school age children (42% of 628 dwelling units)

**Projected populations** within the neighborhood based on reducing the total number of dwelling units in the neighborhood by seven units would adjust the projections down from 4,904 persons and 1,080 school age children to 4,885 persons and 944 school age children (based on the number of households proposed for this neighborhood when fully developed).

- 4,103 persons (875 proposed plus 628 existing dwelling units x 2.73 persons per household); plus
- 782 seniors a Prairie Ridge Senior Campus (521 total senior housing units x 1.5 person per household)
- 944 school age children (23% of 4,103 persons with school age children)
- 631 public school age children (42% of 1503 dwelling units)

*[Note: Based on the 2000 Census information for the Village of Pleasant Prairie the average number of persons per household is 2.73 and school age children between the ages of 5 and 19 make up 23% of the population. In addition, the Village is assuming 1.5 persons per unit in the senior housing apartments within the neighborhood. The Village provides copies of proposed developments to the Kenosha Unified School District to assist in their planning. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie the number of student that will attend public school is 42% of the number of dwelling units.]*

**The amendment approved by Plan Commission Resolution #06-25 and the Village Board Resolution #06-57** amended the 2004 Neighborhood Plan for the land at the northeast corner of Bain Station Road and 88<sup>th</sup> Avenue (CTH H) as a result of a development of a mixed residential development.

The 2004 Neighborhood Plan indicated that this area be developed with 152 multi-family units and 40

single family lots for a total of 192 dwelling units. The amendment to the Neighborhood Plan for this area included 44 new single family lots, razing 5 existing single family homes, 108 new condominium units (10-4 unit buildings, 6-6 unit buildings and 4-8 unit buildings) and 95 new multi-family senior condominium units and for a total of 242 new dwelling units (50 units more than approved on the 2004 Neighborhood Plan) which slightly exceeds the density for this property and would also increase the overall density of the neighborhood and projected population for the neighborhood; however due to the increase of senior housing the number of school age children slightly decreases as described below:.

The projected population and density within the Neighborhood based on the increase of 50 dwelling units within this area includes:

- 1,501 existing and proposed dwelling units (excluding senior housing units)
- 616 senior housing units
- 2,117 total dwelling units
- 4,098 persons (1,501 proposed dwelling units x 2.73 persons per household);
- 924 seniors at Prairie Ridge Senior Campus (616 total senior housing units x 1.5 person per household)
- 5,022 persons is the total estimate of population
- 943 school age children (23% of 4,098 persons with school age children) or 630 public school age children (42% of 1501 dwelling units)
- The average lot size per dwelling unit for the neighborhood as amended is 9,506 square feet per dwelling unit (462 net residential acres multiplied by 43,560 square feet in an area divided by 2,117 total dwelling units—existing and proposed)

**The amendment approved by Plan Commission Resolution #06-27 and the Village Board Resolution #06-59 included** an amendment to the 2004 Neighborhood Plan by changing the two (2) properties at the northwest corner of Bain Station Road and 88<sup>th</sup> Avenue (CTH H) from and Institutional use to a residential land use designation.

**The amendment approved by Plan Commission Resolution #12-06 and the Village Board by Ordinance #12-\_\_\_** by changing Outlot 15 of the Prairie Ridge Subdivision (Tax Parcel Number 91-4-122-081-0300) from the proposed commercial office designation to a residential designation with two 40-unit and two 48-unit apartment buildings (176-apartments--including 72-efficiency units, 68 1-bedroom units and 36 2-bedroom units) that includes one (1) underground parking space per unit and additional surface parking lots, a club house, walking trails and two (2) ponds to be known as Cobblestone Creek.

The amendment to the Neighborhood Plan reduces the commercial land area in the Neighborhood from approximately 187 acres to approximately 177 acres and increases the land area for residential development from 462 to 472 net residential areas.

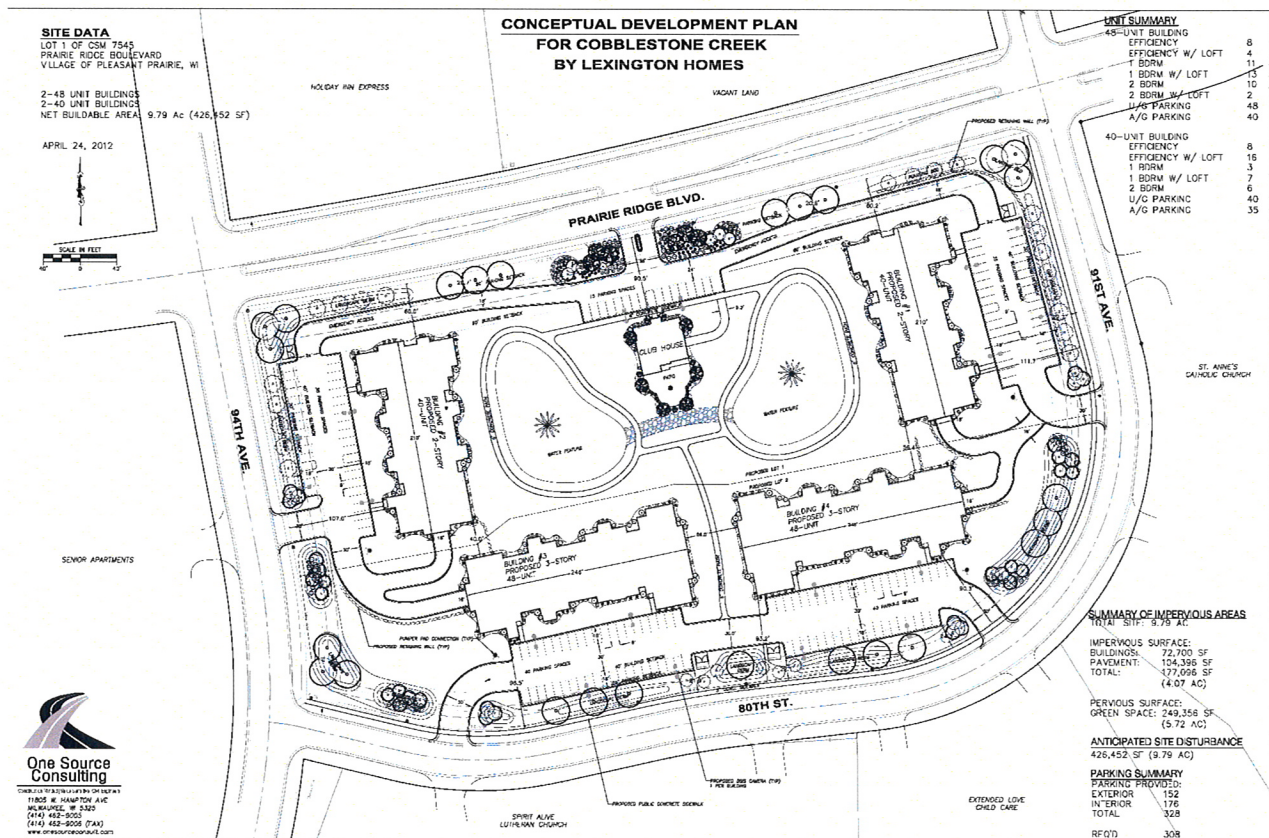
In addition, the land areas for residential development increases by approximately 10 acres and 176 apartment units within 4-buildings (72-efficiency units, 68 1- bedroom units and 36 2- bedroom units) including a clubhouse is being added to the Neighborhood. This development would increase the overall density of the neighborhood and the projected population for the neighborhood as shown below. Based on the 2010 Census information for the Village of Pleasant Prairie the average number of persons per household is 2.68 (a decrease from 2.73 in 2000) and the average number of person per rental housing is 2.34 and school age children between the ages of 5 and 19 make up 27.9% of the population. In addition, the Village is assuming 1.5 per unit in the senior housing apartments within the neighborhood. *The increase in school age children is not a result of the proposed apartment development but is due to the increase of the Village population of school age children from 23% in 2000 to 27.9% of the Village population in 2010.*

The projected population and density within the Neighborhood based on the increase of 176 dwelling units within this area includes:

- 1,501 existing and proposed dwelling units (excluding senior housing units and proposed apartments)
- 616 senior housing units
- 176 apartment units (72-efficiency units, 68 1- bedroom units and 36 2- bedroom units)
- 2,293 total dwelling units
- 4,023 persons (1,501 proposed dwelling units x 2.68 persons per household);
- 924 seniors at a Prairie Ridge Senior Campus (616 total senior housing units x 1.5 person per household)
- 412 persons within the 176 apartment units x 2.34 persons per rental household
- 5,359 persons is the total estimate of population of the neighborhood at full build-out.
- 1,122 school age children (27.9% of 4,023 persons with school age children) or 630 public school age children (42% of 1501 dwelling units)
- The average lot size per dwelling unit for the neighborhood as amended is 8,967 square feet per dwelling unit (472 net residential acres multiplied by 43,560 square feet in an area divided by 2,293 total dwelling units—existing and proposed)

**Neighborhood Plan Map 21  
Prairie Ridge Neighborhood**

**Amendment adopted by Plan Commission Resolution #12-06 and Village Board Ordinance #12-\_\_**







RECEIVED  
MARCH 2012  
Village of Pleasant Prairie

Date 3/23/12

To: Peggy Herrick/Jean Werbie-Harris

This letter is to request an amendment to the Village 2035 Comprehensive Land Use Plan to remove the urban reserve designation on the plan and to amend the Prairie Ridge Neighborhood Plan to allow for our proposed 176 apartment site plan which will consist of (2) 40-unit buildings and (2) 48-unit buildings and a clubhouse on Lot 1 of CSM 7545 part Section 8, T1N, R22E in the Village of Pleasant Prairie, WI

Tax Key 081-0300

Parcel Size 9.79 Ac.

Rob Ernest  
Senior Project Manager  
Lexington Homes Inc  
1300 N Kimps Ct.  
Green Bay, WI 54313

March 23, 2012

RECEIVED  
MAR 26 2012  
Village of Pleasant Prairie

Village of Pleasant Prairie  
Attn: Peggy Herrick  
9915 39th Avenue  
Pleasant Prairie, WI 53158

The owner of tax parcel number 91-4-122-081-0300, Water Street Land, LLC, is giving permission to the agent, Lexington Homes, Inc. to file a comprehensive plan amendment to allow multi-family units on said parcel 91-4-122-081-0300 in the Village of Pleasant Prairie.

This notice was requested by the Village of Pleasant Prairie.

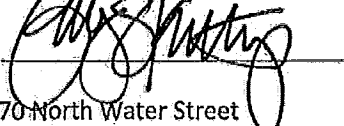
I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct.

Property Owner:

Owner's Agent:

Print Name: Water Street Land, LLC

Print Name: Lexington Homes, Inc.

Signature: 

Signature: 

Address: 770 North Water Street  
Milwaukee, WI 53202

Address: 1300 N. Kimps Ct.  
Green Bay, WI 54313

Date: 3/23/12

Date: 3/23/12



RECEIVED  
MAR 26 2012  
Village of Pleasant Prairie

Filed 3/26 2012 Published 4/23 2012  
Public Hearing 4/30 2012 4/23 2012  
Fee Paid 3/26 2012 Approved 20  
Notices Mailed 3/30 2012 Denied 20

**VILLAGE OF PLEASANT PRAIRIE  
CONCEPTUAL PLAN APPLICATION**

1. Development Name: Cobble Stone Creek
2. General Location of Development: Pleasant Prairie
3. Tax Parcel Number(s): 91-4-122-081-0300
4. Number of Lots: 1 Number of Outlots: 0
5. Size of Development: 9.75 acres.
6. The Development is proposed to be constructed in Phases:  Yes  No
7. The Development abuts or adjoins a State Trunk Highway:  Yes  No
8. The Development abuts or adjoins a County Trunk Highway or a Kenosha County Park or the Kenosha County Bike Trail:  Yes  No
9. The following number and types of plans shall be submitted with this application:
  - 10 full size sets of Conceptual Plan
  - 1 copy of the Conceptual Plan reduced to 11" by 17"
  - Conceptual Plan application fee
  - 10 sets of Conceptual Engineering Plan
  - Phasing Plan, if applicable
  - Draft of Declarations, Covenant, Restrictions and any Easement Documents
  - Any other information as specified by the Village

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: Water Street Land LLC  
 Print Name: Gary S. Kautzer  
 Signature: [Signature]  
 Address: 770 North Water Street  
Milwaukee WI 53202  
 (City) (State) (Zip)  
 Phone: 414-765-7792  
 Fax: 414-765-7410  
 Date: 3/23/12

OWNER'S AGENT:  
 Print Name: Lexington Home's Inc  
 Signature: [Signature]  
 Address: 1300 N Kimp's Ct.  
Green Bay WI 54313  
 (City) (State) (Zip)  
 Phone: 920-662-1611  
 Fax: 920-662-8204  
 Date: 3/23/12

3/23/12

RE: Narrative for Cobblestone Creek

**Building Unit Mix:**

Cobblestone Creek will consist of 2- 40 unit 2 story buildings and 2-48 unit 3 story buildings with architectural pleasing façade. Parking will be accommodated primarily by underground parking with additional surface parking available. Additional storage lockers are available internally in the underground parking area. The majority of the units will have individual front load washers/dryers and all units will have built in microwaves, smooth top ranges and fridges. The anticipated rents based on a through market study will range from the mid \$600 up to in excess of \$1,100. Our resident will be responsible for their heat and water. The billing of the water will be accomplished by each building having one main water meter which will be billed to the property owner and paid. This water bill will then be split up and billed to the individual units by owner.

The 40 unit building will offer an array of floor plans ranging from an efficiency style to a luxurious 1257 sq. ft. unit with 2 bedrooms and 2 full baths. The 40 unit building will breakdown as follows:

- 4- Efficiency (448sq.ft)
- 4- XL Efficiency (568 sq.ft)
- 3- 1bdrm, 1bath (742 sq. ft)
- 4- 2bdrm, 1bath (average of 1,138 sq.ft)
- 2- 2bdrm, 2bath (average of 1,241 sq.ft)
- 1-1bdrm, 2bath w/den (1,364 sq.ft)
- 6-1bdrm, 2bath w/loft (average of 1,257 sq. ft)
- 4-Tower Loft, 1bath (838 sq.ft)
- 12-Loft, 1bath (712 sq.ft)

The 48 unit building is a 3 story with elevator service. Offering an array of floor plans ranging from an efficiency style with 560 sq.ft to a 1487 sq. ft unit with 2 spacious bedrooms, 2 baths and an executive loft. The 48 unit breakdown is as follows:

- 8- XL Efficiency (560 sq.ft)
- 4- Tower Loft, 1 bath (820 sq.ft)
- 1- 1bdrm, 1bath (780 sq. ft)
- 2- 1bdrm, 1bath (826 sq. ft)
- 8- 1bdrm, 1bath (868 sq. ft)
- 4- 2bdrm, 1bath (average of 980 sq.ft)
- 1-2bdrm,2bath w/den (1370 sq. ft)
- 3-2bdrm,1bath (averaged at 1108sq. ft)
- 2-2bdrm, 2bath (averaged 1,146 sq.ft)
- 13-1bdrm,2bath Loft (averaged of 1282sq.ft)
- 2-2bdrm, 2bath Loft (1487 sq. ft)

### **Site Amenities:**

Cobblestone Creek will offer an executive clubhouse complete with security monitoring via cameras and access key system. "Club Cobblestone", will house the staff of the property management team from Lexington Management, which is the management arm of Lexington Homes, Inc. It will also consist of an inviting gathering room with kitchenette. "Club Cobblestone" is a major focal point of this community and will be designed and maintained as such. Just behind the clubhouse there will be outdoor patios for all to enjoy the views of the incredible aesthetic ponds with fountains. Due to the close proximity of the rec center in the village, we have determined that offering duplicate services would not be conducive. We have decided that expanding our outdoor gathering spaces would be a benefit to all. There will not be an outdoor pool nor fitness center on site due to these reasons.

Completing the setting will be 2 ponds measuring approximately 1/3 of an acre a piece. These ponds will be complete with individual water fountains, a cobblestone creek that connects them and walking bridge that allows you to walk over the cobblestone creek and access the concrete walkways that encompass the ponds. A private well will be drilled to allow the proper amount of water to not only fill the ponds but irrigate the lush landscape throughout the entire property

Cobblestone Creek will have curb and gutter throughout the majority of the site except for the emergency access lanes. Each individual building will also have their own enclosed trash receptacles.

### **Site Specifics:**

Site offers a 50% green space ratio along with an additional 7% dedicated to the ponds for a total of 57% green space with ponds included. Leaving a balance of 43% for impervious surface.

There are a total of 176 underground parking spaces with an additional 152 additional surface parking spaces for a total of 328 parking spaces. This exceeds the required 308 stalls by 20 stalls. The lighting of the parking areas will be done by a pole system with shoebox fixtures. Additionally, the parking lots will be monitored via a camera monitoring system which will be a recorded DVR system .

### **Construction Practices:**

Lexington Homes, Inc. prides itself on building communities in which are built of high quality and intricate conceptual design. Highlighted below you will find a list of some of our construction practices. Each building will have an internal sprinkling system for fire safety

- 2x6 construction on the external walls of the buildings
- High performance vinyl windows and patio doors with low E glass and argon gas
- Partial stone façade blended with maintenance free products
- Aluminum frame and full glass front entry doors for security and aesthetics
- Complete intercom system for entry
- Custom plastered interior walls (this is not a drywall board system)
- Individual sound walls divide each unit

- Sound insulation between the floors and RC-1 channel is added to the underside of the floor truss for additional reduction of sound transfer
- ¾ inch gypcrete poured on 2<sup>nd</sup> and 3<sup>rd</sup> floors for another sound barrier and it also acts as another fire preventative
- Individual unit entry doors have a deadbolt and peephole
- Postal service is accommodated inside the building for convenience and also as another security measure
- Laundry centers provided in the buildings for resident convenience
- 30 yr dimensional shingle roofs

**Property Management/Maintenance:**

Lexington Management knows that the real success to any community lies within the long term management and maintenance of the site. We operate under a very structured process. We have included a copy of our management forms pertaining to these areas.

**Leasing:** Every potential resident that tours our site is required to fill out a “Welcome to the Community” form. This ensures the safety of our staff before each tour occurs. This form requires that we see a valid ID and gives us current living information. When the tour results in someone wanting to reside with us they are given our “Rental Process” form along with a “Standard Application for Occupancy”. The rental process form clearly highlights what the qualifications are to reside at the property. The application is a more detailed document that allows us to further qualify every potential resident.

With the receipt of the application, security deposit and signed rental process form we start our detailed approval process. This includes a credit check which requires a score of 600 or higher, their gross monthly income shall be 2.5 times the amount of the monthly rent and a criminal background check is run. Lexington Management as a standard allows only 2 people per bedroom and 2 vehicles per unit. There are variables to this approval process which are also outlined on the rental process form.

Residents are required to sign a one year lease with variable terms after that one year period depending on the individual situation. It is management’s goal to always try to secure one year leases continually with a built in parameter that does not allow anyone to move out November-February. We do not allow dogs. Cats are permitted with an extra deposit and extra monthly rent.

**Management Structure:** As one of the principal owners of Lexington Homes, Michelle Stimpson has a genuine focus on the day to day operations of the entire management division. Overseeing just under 1,000 units she believes in treating every resident as she would like to be treated. She physically reviews every resident file and signs every single lease that occurs within the entire company. With 18 years of experience in this industry and having both a real estate and broker’s license, she knows that on the management side of things the difference is always the details. Weekly she meets with her district staff to review every property that they

oversee. In these meetings site suggestions along with marketing and maintenance are discussed in great detail with implementation plans to be carried out and reported each week. Our district staff is required to be at each property working with the site management. Monthly reports are clearly documented (provided) to ensure the continued success of each site. Our management operates on the principal that this is "someone's home". We focus on the presentation not only to our prospective and current residents but to their guests as well. Additionally, we will have property staff which will include a Property Manager, Assistant Manager, Cleaning staff and Maintenance. Our goal is always to have as many of our staff physically living at the property so that someone is always available. At a minimum one of the managers will live at the property.

We are very centered on routine inspections. Monthly we do property inspection reports along with exterior and interior building inspection reports. Yearly we inspect the interior of every single apartment and complete a full report as to the interior condition of that unit. At that time an annual property review is also completed to help plan for upcoming projects.

**Site Construction Schedule:** Anticipated start date to be July of 2012 with site and excavation work. Building of the clubhouse and digging of the two aesthetic ponds will also occur at this time. The first 40 unit building will begin construction in August with an anticipated completion of March 2013. Second building completion is anticipated for September 2013. This would conclude Phase I. Anticipation of Phase 2 to be started and completed within the next calendar year (2014).

RESIDENTIAL LEASE

Mailing Address:  
1300 N Kimps Court  
Green Bay WI 54313



Parties MOVE IN DATE: \_\_\_\_\_ LEASE TERM: 3PM: \_\_\_\_\_  
SECURITY DEPOSIT \$ \_\_\_\_\_ 11AM \_\_\_\_\_  
Terms/Rent MONTHLY RENT \$ \_\_\_\_\_  
Premises It is mutually agreed upon between, Lessor (Lexington Management, LLC (Lessor), and \_\_\_\_\_, Lessee(s),

jointly and severally the Lessor does hereby lease to Lessee the following described premises located at \_\_\_\_\_ for the term and rent described above. The first full month's rent is due and payable on the 1<sup>st</sup> day of \_\_\_\_\_ and the entire monthly rent shall be paid on the first of each month thereafter. RENT IS ALWAYS DUE ON THE FIRST OF THE MONTH, THERE IS NO GRACE PERIOD, RENT POSTMARKED OR RECEIVED AFTER THE 1<sup>ST</sup> OF THE MONTH, IS AUTOMATICALLY LATE. NO EXCEPTIONS. LATE CHARGES WILL BE CALCULATED BASED OFF OF ACTUAL RECEIPT WHEN BEING HAND DELIVERED, OR BASED OFF POSTMARK ON ENVELOPE IF MAILED. \$50.00 LATE CHARGES ARE ASSESSED PURSUANT TO THE NON-STANDARD RENTAL PROVISIONS INCORPORATED TO THE THIS LEASE.

Residents There shall be no more than \_\_\_\_\_ occupants living in the premise during Lessee's tenancy. An additional rental charge of \$200.00 per month will be assessed for any additional occupants living in the unit more than 7 days per month.

Place of Payment Payments hereunder are to be made payable and to be sent to Lexington Management, LLC, 1300 N. Kimps Ct. Green Bay, WI 54313, no other location or address is acceptable. Verbal notices will not be approved.

Heat and Utilities \_\_\_\_\_ is to furnish heat at their expense. If Lessee is responsible for furnishing heat, Lessee agrees to maintain a reasonable amount of heat in cold weather to prevent damage to water pipes, etc. Should any damage occur because of Lessee's failure hereunder, Lessee shall be responsible for damage that occurs. Lessee is responsible for electric bills. \_\_\_\_\_ is responsible for gas. \_\_\_\_\_ is responsible for sewer and water charges, which is separately metered. Any unpaid bills during occupancy for water and sewer will be deducted from deposit at time of move-out, as they are treated as rent charges. Lessee is responsible for switching applicable utilities into their name at time of move-in. Lessee is also responsible for switching utilities out of their name at time of move, and for ensuring that the final bills are sent to their forwarding address. Any final water or sewer bill not paid for prior to the date of return of deposit will be deducted from the same.

Security Deposit Lessee agrees that the security deposit in the amount of above shall be held by Lessor and may co-mingle with operating funds. THE SECURITY DEPOSIT IS NOT RENT and lessee may not use it as rent, but is a deposit which will be returned to Lessee after vacating premises and returns all keys to Lessor and after tenant damages and responsibilities have been deducted. Premises must be left in clean and ready condition for the next occupant. By "clean and ready" it is meant clean and the better of 1) the condition of the premises when turned over to Lessee or 2) The condition of the premises following the completion of any work performed by either party to improve the premises (normal wear and tear is expected). All sums due under lease may be set off against security deposit. At the time of move-out, Lessor will return the security deposit within 21 days to the last known address or forwarding address should one be on file. The deposit will be less any charges deducted for above normal wear and tear, past due rent or late charges.

Notice of Termination Notice is to be given at least 60 days prior to the last day of lessee's final month of tenancy. Such notice shall only be effective for termination of tenancy on the last day of a calendar month, without exception. Lessee's notice may only be given in writing, and all notices must be sent to Lexington Management at the above referenced address. If Lessee fails to give proper written notice to Lessor, Lessee will be held responsible for the rent on the unit until it is re-rented and income producing, in accordance to lease contract, be aware that this included any advertising charge or promotional discount given to new resident during the time period in which lessee would have been responsible.

Breach of Lease In the event that Lessee violates any of the terms of this lease, Lessor may serve the statutory 5-14 day notice as though Lessee's tenancy was for one year or less. In the event that Lessee is evicted for failure to abide by the terms of this lease, or otherwise leaves the premises prior to the expiration of this lease, Lessee will remain liable for all rental loss through the end of the lease as well as any advertising costs, re-rent fees which include special concessions given to the new resident as long as it does not exceed the amount of 1 months rent, utilities that would have otherwise been the responsibility of the Lessee had they occupied the unit.

Waiver In the event either party defaults of any requirement of this lease, or the other party fails to act on account of that default, the failure to act (waiver) shall relate only to the specific act of default. One or more such failures to act (waivers) by either party shall not constitute an amendment of this lease or indicate that later defaults shall result in a similar failure to act (waiver). ALL TENANTS AND ANY COSIGNERS/GUARANTORS ARE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT DUE UNDER THE TERMS OF THIS LEASE AND ANY EXTENSION OR RENEWAL.

Inspection Lessee agrees that as of the same date of this lease that Lessee has received an Inspection Form. The Lessee has received the same in good order and repair except as otherwise noted and endorsed by both parties on the inspection form. Lessee shall have seven days, including the above same day as day 1 to advise Lessor, in writing of any other damages which existed prior to his occupancy. Lexington Management requires all Lessees at time of move-out to do a walk-out inspection no later than 11 am on the last day of lease. At that time we will need your forwarding address. At that inspection it is the responsibility of the Lessee to turn over all keys and garage remotes to Lessor. It is also the responsibility of the Lessee to switch all utilities out of their name and have the final bills sent to their new address.

Lessee's Property Lessee is completely responsible for insuring his personal property and expressly waives any claims against Lessor for loss or damage to there to by reason of fire, theft, act of God or other causes, other than Lessor's conscious act or active negligence.

Lessee Duties Lessee agrees to assume the following duties 1) To notify Lessor (not a tradesman working for Lessor) of needed repairs and to do so in writing 2. To allow Lessor/service personnel to enter premises at reasonable times and with reasonable notice to inspect, repair, improve, show or comply with applicable laws of regulations. Lessor may enter without notice upon consent or request of Lessee for Maintenance service or when a health or safety issue or repair emergency exists. 3) To use the premises only for lawful residential purposes. 4) to obey all lawful orders, rules and regulations of all government agencies. 6) Not to assign or sublet this unit without prior written consent of Lessor. Lessee is liable for any property damage, waste or neglect caused by the negligence or improper use of Premises or the building or development in which they are located by Lessee or Lessee's guests and invitees.

Pets PETS ARE ALLOWED ONLY WITH A SIGNED PET AGREEMENT AND PAID PET DEPOSIT. NO VISITING PETS ALLOWED

Parking Parking is in the garage and in your assigned spot, if applicable. Visitors must park on the street or in designated visitor parking.

Lessee: \_\_\_\_\_ Date \_\_\_\_\_ Lessor: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
LEXINGTON MANAGEMENT, LLC

By initialing the undersigned, Lessee agrees that they have reviewed and signed a copy of the following papers and that are made part of this lease by the initialing on the lines that pertain. The below initials constitute receipt of said documents as well as their incorporation to this lease agreement.

\_\_\_\_ Inspection Form(needs to be returned no later than 7 days) \_\_\_\_\_ Smoke/CO2 Detector Form \_\_\_\_\_ Promo Agreement  
\_\_\_\_ Rules and Regulations \_\_\_\_\_ Non-Standard Rental Provisions \_\_\_\_\_ Satellite Agreement  
\_\_\_\_ Co-signer application/addendum \_\_\_\_\_ Pet Agreement  
\_\_\_\_ Water Agreement (if applicable) \_\_\_\_\_ Lawn and Snow Agreement (if applicable)





**DISCLOSURE STATEMENT – NONSTANDARD RENTAL PROVISIONS**

Lessee(s): \_\_\_\_\_

Address: \_\_\_\_\_

- \_\_\_\_\_ 1. I/We understand that if a check tendered for payment of my/our current rent or other charges is returned by the bank unpaid for any reason, there is a \$50.00 charge. No personal checks will be accepted on any account that has had 2 previous NSF checks. Late fees shall be assessed at \$50.00. Rent is considered late if it is not postmarked or hand delivered to the corporate office during normal business hours on or before the 1<sup>st</sup> day of each month. **NO EXCEPTIONS!** The acceptance by management of partial payments of rent due shall not under any circumstances constitute a waiver of the Lessor nor affect any notice or legal proceedings in unlawful detainer theretofore given or commenced.
- \_\_\_\_\_ 2. Should lessee lock themselves out of dwelling and be unable to gain access, they may call the lessor to let them in. The lessor's service fee for this is \$50.00. On holidays and weekends, the fee is \$75.00. The fee is due and payable at the time of service.
- \_\_\_\_\_ 3. Cigarette butts are to be disposed of properly in the trash. If lessee or guests of the lessee are found to be littering cigarette butts on the property, there will be a charge of \$10.00 per hour to pick them up with a 1 hour minimum.
- \_\_\_\_\_ 4. No candles or incense are allowed to be burned in the dwelling. In the event that lessee does burn either candles and/or incense and black marks occur on the walls, lessee will be charged \$35.00 per hour or subcontractor's invoice cost for cleaning and/or repainting of the dwelling.
- \_\_\_\_\_ 5. I/We agree to follow state laws concerning recycling practices. There are dumpsters available with 24-hour access. Paper, co-mingled recyclables and raw trash should be placed in their respective containers. Garbage should not be left in the hall or on the patio/deck and should not be left in the garage for extended periods. There is a \$25.00 fine for improper placement of garbage/recyclables. No plastic bags should be placed with the co-mingled recyclables.
- \_\_\_\_\_ 6. In the event that I/we fail to return any or all keys given to me/us and acknowledged by me/us including all copies made, a \$10.00 charge for replacement per key will be deducted from my security deposit. I/we also understand that a rekeying fee will be deducted to change the locks on the apartment should I/we fail to return all keys to Lexington Management. I/we also understand that if I/we damage or fail to return any or all garage door openers, I/we will be charged \$50.00 each for replacement of these openers.
- \_\_\_\_\_ 7. I/We agree to leave the apartment clean when vacating. Upon vacating the apartment, if the apartment is not clean to management's satisfaction, our cleaning charge is \$25.00 per hour per cleaning person to cover labor and materials and maintenance is charged at \$35 per hour plus materials or supplies used. Below is a checklist to be used as a guideline for cleaning. This list is not all inclusive and other items may need to be done in each unit based on the condition of the unit.
  - Wash all windows/patio doors, blinds/screens
  - Vacuum or sweep out garage and patio or balcony, wash all floors
  - Wipe down all heat vents/baseboards/switch plates/outlet covers
  - Wipe down all light fixtures/ceiling fans/mirrors/exhaust fans
  - Clean all appliances inside and out and also underneath
  - Clean out and wipe down all cabinets and woodwork
  - Clean all toilets/showers/tubs/sinks with a non abrasive cleaner
- \_\_\_\_\_ 8. Lessee agrees to remove any vehicle from the premises that leaks oil or any other fluids within 24 hours of notice given to them. Vehicle is not allowed back on premises until leaking has been repaired with proof given to Lessor's satisfaction. Lessee will be charged a minimum of \$150.00 for clean up of leakage.
- \_\_\_\_\_ 9. Lessee is responsible for putting all utilities into their name(s) effective the first date of occupancy. If lessee fails to do so any bills received by Lexington Management will be paid and charged back to the lessee's account along with a \$50.00 processing fee. Lessee is also responsible for cancelling all utility services effective the end of their lease term or move out date, whichever is later.
- \_\_\_\_\_ 10. **IT IS UNDERSTOOD AND AGREED THAT LESSOR SHALL BE ALLOWED TO DEDUCT ANY OF THE ABOVE CHARGES WHICH REMAIN UNPAID AFTER THE LESSEE(S) SURRENDER(S) THE LEASED PREMISES FROM THE LESSEE'S SECURITY DEPOSIT IN ADDITION TO OTHER UNPAID CHARGES OR OTHER OBLIGATIONS PROVIDED FOR IN THE LEASE.**

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent for Lessor

\_\_\_\_\_  
Date



## RULES AND REGULATIONS

1. **APARTMENT/MULTI-DWELLING LIVING:** Sociable and friendly gatherings of lessee's and their guests are welcome, provided such gatherings do not become boisterous, obscene, or objectionable to other lessee's of the Lessor. Lessees are responsible for the conduct of their guests in their apartment or in the common areas in accordance with the rules and regulations. Quiet time in the buildings is from 10:00 p.m. to 8:00 a.m. Also stereos, radios, televisions, and surround sound systems are not to be played so loudly that they are objectionable to other residents or the Lessor. Laundry equipment in the building and in each apartment home if applicable is to be used only between the hours of 8:00 a.m. and 10:00 p.m. Playing or loitering in the buildings hallways, basements, or other common areas is prohibited. Lessee shall not dump cooking grease down drains or toilets. Grease and food scraps, including food scraped off of plates or other dishes, shall be disposed of in leak proof garbage bags with general garbage. You must cook in a manner that will not offend or annoy other lessee's, and use the oven fans during cooking. Lessee agrees to meet all residential obligations according to city codes and ordinances, including health, safety, and non-disturbance of peaceful enjoyment by neighbors. Violation of any of these obligations may result in an immediate termination of the lease agreement at the Lessor's option. In the event lessee has their water or power shut off by the municipality, lessee has 24 hours from the time of shutoff to have water/power turned back on or they will be in violation of their lease agreement.
2. **USE AND CARE OF PREMISES:** For the comfort, convenience and benefit of all tenants and to insure proper use and care of the premises, lessee shall comply with all these rules and regulations and shall not be permitted to:
  - a. Allow any sign placard, advertisement or notice to be displayed either inside or outside the building without the Lessor's prior written consent. **No solicitation is allowed.**
  - b. Cover or obstruct any window, door or transom with any items not approved in writing by Lessor.
  - c. Drive or drill nails, tacks, screws, holes or apply other fasteners on or into any of the walls, ceilings, floors, partitions or woodwork of said premises with the exception of small finishing nails. Lessee agrees to be responsible for any damage done by anything other than small finishing nails or from excessive amounts of nail holes. **GUMMED HANGERS AND WALL MOUNTED TELEVISIONS ARE NOT ALLOWED.**
  - d. Do laundry work except in rooms provided for that purpose under conditions designated by Lessor.
  - e. Allow water to run except when in actual use.
  - f. Use balconies or patios for any purpose whatsoever other than a place to stand or sit, or store therein object or equipment other than normal balcony/patio furniture. They may not, as an illustration, be used to hang clothing, rugs, wash or items on, or as a storage depository or any kind, including, but not limited to bicycles, strollers, wagons, toys, etc. No item or object may under any conditions be thrown or dropped off the balcony or patio. No covering shall be installed on balcony floors.
  - g. Loiter in any common areas of the property.
  - h. Agree that no grills are allowed to be stored on a balcony or patio and must be 25 feet away from any structure when in use according to state and local fire code. No bird feeders may be hung from the balcony without prior consent.
  - i. No live Christmas trees.
3. **OBSTRUCTION OF ENTRANCES:** The streets, sidewalks and entrances shall not be obstructed in any way or used by Lessee for any purpose other than for ingress or egress.
4. **COMMON AREAS:** All provisions, groceries, furniture, sleds, strollers, bicycles, boxes or any other similar articles shall be taken in or removed through the doors of the buildings, and all damage to the building caused by the moving or carrying of articles shall be paid by the Lessee. Riding of bicycles, tricycles, etc inside the building, underground parking or parking lot area, is not permitted. Nor shall any of said items be permitted to be stored in halls, landings, or in basements other than in Lessee's assigned apartment or storage space. Availability and use of recreational facilities, landscaped areas, drives, walks, trails, other common areas, lockers, storeroom, laundry machines and areas, or storage space in the building used by the Lessee's is furnished gratuitously and is not part of the lease premises. The Lessor shall not be responsible for any loss or damage to any property, or the any person making use of the same. Lessee, in making use of such spaces, does so at their own risk. Loiter in any common areas of the property at any time.
5. **FIXTURES:** Lessee will pay for the cost to replace all electric bulbs, shades, or fixtures with the same quality and design and for the damage to floors, doors, sills, walls, counters, and other parts of the premises.
6. **WINDOWS:** Lessee will at all times keep the windows, blinds, and screens neat and clean and in good repair. Lessee shall pay for the cost to replace any broken glass or screens with equal quality and size as any that may be broken.
7. **ATTACHMENTS TO THE EXTERIOR OF THE BUILDING:** No radio or television wires, satellite dishes, aerial or connection shall be installed, placed on, or attached to the premises without prior written consent of the Lessor. The Lessor is authorized to remove, at the expense of the Lessee, any such apparatus erected without such written consent.
8. **PLUMBING/APPLIANCES:** The water closets (toilets) and other water apparatus shall not be used for any purpose other than that for which they were constructed. No sweeping, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to these items from misuse of any nature or character whatever shall be paid by Lessee. Lessee agrees to not leave the unit with any appliances running. This includes but is not limited to dishwashers, washing machines, dryers, ovens, fireplaces, etc.
9. **RIGHT TO ENTER:** Lessor may at any reasonable time by law provided a 12 hour notice has been given, enter said premises for the purpose of inspecting same, making repairs, showing the premises to prospective tenants or purchasers, or for other purposes authorized by law. No locks, therefore, may be added or changed to the doors without first getting permission from the Lessor and providing a duplicate key to the Lessor. Lessee must notify Lessor in writing if any locks or doors are not in working order.



- 10. PAINTING: Painting shall be done only when necessary, by Lessor only, but in no event more frequently than every three years, except for damage not caused by Lessee, Lessee’s occupants, guests or invitees. If it shall become necessary to paint the premises or any part thereof, sooner than three years from the date of the previous painting, because of misuse by the Lessee, Lessee’s occupants, guests or invitees, the cost of such painting shall be charged to the Lessee, such cost to be prorated on a three year basis.
- 11. RESIDENTIAL USE: Lessee agrees not to conduct any business activity nor store any materials on the property or within the dwelling that relates to anything commercial or to a hobby that is not consistent with residential standards.
- 12. SALES: At no time are there to be any type of sales (garage, yard, moving, etc) without written consent of the Lessor. This includes any public or private auctions.
- 13. NOTICE OF ASBSENCE: Lessee shall give Lessor notice of an anticipated extended absence of resident from the property in excess of five days. Notification to the Lessor will be made no later than the first day of extended absence. During any such absence of resident, Lessor may enter the property at times deemed reasonable necessary to protect the property and any possessions of the Lessor on or in the property. Failure to notify Lessor of extended absence, which results in damage to the property, except damages as a result of Landlord’s negligence, shall be the resident’s responsibility.
- 14. SHORT TERM OCCUPANCY: Occupancy for one or more days of any month makes Lessee responsible for the entire month’s rent, unless other arrangements have been permitted in writing by Lessor.
- 15. AUTOMOBILES: No unauthorized vehicles are permitted to be parked or driven on lawns, nor are abandoned vehicles allowed on the property parking lots. All vehicles must be currently licensed and in operable condition and must be moved for snow removal purposes and at other times every seventy-two (72) hours. Repair or washing of vehicles on the property is prohibited. Lessee will be responsible for all cost of cleanup for their vehicle fluid leakage that may occur on Lessor’s property. No more than 2 vehicles per apartment are permitted on the premises unless authorized by Lessor. When 2 vehicles are registered to an apartment one vehicle must be parked in the garage at all times. No recreational vehicles, boats, campers, semi trucks, snowmobiles, or motorcycles are permitted on the premises, even temporarily, without prior written approval of Lessor. Residents are to remove a vehicle that leaks oil or any other fluids within 24 hours of notice given to them. Vehicle is not allowed back on the premises until leaking has been repaired with proof given to Lessor. Lessee will be assessed fees as per the Disclosure Statement for cleanup of leakage. Bicycles are not to be kept in apartments and/or on patios or balconies. Automobiles: Visitors may park their vehicle for more than 24 hours in a 72 hour time period on the premises without written permission of Lessor. If violated, visitor will be subject to Wisconsin State Statutes and will be ticketed or booted at owner’s expense. Any vehicles parked in unauthorized areas on the premises will be ticketed or booted immediately at the owner’s expense.
- 16. THROW RUGS: Lessee agrees NOT to use rubber backed or latex backed rugs on vinyl floors. If lessee does, and the floor discolors, lessee will be responsible for the cost of repair or replacement of the floor.
- 17. PEST CONTROL: The lessee is responsible for keeping the premises free of pests. Lessee must pay for pest control services if such services are required and the pest problem originates in the lessee(s) apartment.
- 18. WATER BEDS: Waterbeds are not permitted.
- 19. EXCESSIVE FURNITURE: No pianos, organs, furniture or items of large or unusual dimensions or weight are permitted without prior written approval of Lessor. Aquariums over 12 gallons are not allowed.
- 20. SHELF PAPER: Adhesive backed shelf paper is not permitted on shelves, drawers, or walls.
- 21. ROOFS: No persons may ever go onto the roof areas at any time.
- 22. SWIMMING POOLS: No swimming pools of any kind are permitted on the premises.
- 23. ILLEGAL DRUGS: No illegal drugs are permitted to be stored, used, or sold on the premises.
- 24. SMOKING: Due to smoke damages that may occur as a result of smoking cigars, cigarettes, pipes, etc in the unit, lessee’s who smoke, automatically assume the cost to have walls and ceilings repainted, carpets professionally cleaned, and blinds either cleaned or replaced. NO smoking is allowed in the common areas, underground parking, detached, or attached garages. Cigarette or cigar butts are not to be discarded on the property grounds. DO NOT THROW CIGARETTE BUTTS, CIGAR BUTTS, OR PIPE RESIDUE IN THE MULCH OR IN THE PROXIMITY OF THE BUILDING. THIS IS A SEVERE FIRE HAZARD. The Lessee will not use or keep in the dwelling any explosive, flammable or combustible materials. No kerosene heating devices are permitted in or on the premises. This includes but is not limited to boiler rooms, furnace rooms, underground parking, garages, etc.
- 25. OWNER/AGENTS LIABILITY: Owner and agent shall not be responsible to Lessee for any non-observance of Rules and Regulations on the part of other tenants. Owner/Agent shall not be liable for damages or losses to a person or property caused by other residents or persons, theft, burglary, assault, vandalism, or other crimes OR for personal injury or damage to or loss of resident’s property from fire, flood, water leaks, rain, hail, snow, ice, smoke, explosions, interruption of utilities, or Acts of God, unless same is due to negligence of Owner/Agent. Lessor strongly recommends that lessee secures insurance to protect against any or all of the above occurrences.
- 26. AMENDMENT TO RULES AND REGULATIONS: Lessor reserves the right to amend any Rules and Regulations at any time upon 28 days written notice to the Lessee. Any violation of any Rules and Regulations shall be deemed to be a breach of the lease that this document is incorporated to.

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

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

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

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



**SATELLITE DISH AGREEMENT**

Lexington Management LLC grants permission to install satellite dish services for the address of: \_\_\_\_\_ under the following conditions:

- Lessee agrees to pay the security deposit in the amount of \$150.00 prior to installation.
- The satellite dish **CANNOT** be permanently or temporarily attached to any part of the building including the patio, balcony, landscaping, roof, etc.
- Holes must not be drilled into the building/deck at any point for wiring installation.
- Satellite service provider agrees to use flat wire only.
- There can be no visible wire showing on the exterior of the building. This is especially important when installing a satellite dish for an upper unit. Wires cannot run across or up the length of the building to reach the upper deck area.
- The satellite dish cannot extend beyond the height of the lessee's own patio door.
- The satellite dish must be properly maintained and not detract from the quality of the building or the community.
- Prior to vacating, lessee must make provisions to have the satellite company remove the dish and dispose of it properly. The security deposit will be forfeited at the time of move out if the dish remains at the premises after the lessee moves out.
- Satellite dish **CANNOT** be clamped in any way to the deck railing or posts.

Should any of the above listed conditions fail to be met, Lexington Management reserves the right to have the apparatus removed at the Lessee's expense.

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

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

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

**NO SATELLITE DISH**

Lessee hereby certifies that there will be no satellite dish installed on the dwelling at any time. It is agreed that if at any time during the residency there is found to be a satellite dish installed without prior written consent of the landlord or the landlord's agent, there will be an immediate penalty of \$150.00 assessed to the resident(s). Additionally, immediately due and payable, there will be a charge of an additional security deposit of \$150.00 for the satellite dish and a new addendum will be issued for signature.

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

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

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



## SMOKE DETECTOR(S) & CARBON MONOXIDE ALARM(S) AGREEMENT

This agreement is between \_\_\_\_\_  
Lessee(s) and Lexington Management, LLC (Lessor) for the rental unit located at: \_\_\_\_\_

I/We have witnessed on this day that:

- \_\_\_\_\_proper smoke detector(s)       \_\_\_\_\_proper smoke detector/carbon monoxide  
alarm, which is a combined system in this unit
- \_\_\_\_\_proper carbon monoxide alarm(s)

have been installed in my living unit, in compliance with municipal code. The alarm(s)/ detector(s) have been tested and are operational, and the Lessor or manager has explained the manufacturer's recommendations for testing. I/we understand that I/we am/are required to maintain all smoke detectors and carbon monoxide alarm(s) in the unit. I/we agree to immediately provide any maintenance necessary to make the smoke detector(s)/carbon monoxide alarm(s) functional or provide Lessor/Manager written notification of the required maintenance.

I/we understand and agree that if any of the carbon monoxide alarm(s) are found to be removed or tampered with at anytime I/we will be charged a replacement fee of \$100.00 for each alarm found to be removed or tampered with.

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

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

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



**PET AGREEMENT**

This agreement is between \_\_\_\_\_  
Lessee(s) and Lexington Management, LLC (Lessor), for the rental unit located at \_\_\_\_\_

Lessor hereby grants permission to the lessee(s) to harbor the pet(s) described under the condition stated below.

Type of Pet: \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Wt. \_\_\_\_\_ Ht. \_\_\_\_\_ Age \_\_\_\_\_  
Additional Pet: \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Wt. \_\_\_\_\_ Ht. \_\_\_\_\_ Age \_\_\_\_\_

*Resident agrees to the following terms and conditions:*

- To pay the pet security deposit of \$250 per pet, regardless of how long the pet is there. There will be no more than 2 pets permitted. Additional rent will be charged per month as follows: \$25 per cat, \$50 per dog(duplex only). INITIAL\_\_\_\_\_.
- Lessee will immediately pay for any damages caused by the pet. Pet(s) found to be damaging property shall be removed from premises by lessee within 48 hours of receipt of written notice from Lessor.
- If carpet or painting is damaged by animal odor or urine and cannot be cleaned, the lessee will be responsible for the cost to replace the carpet and the pad or the full repainting of the apartment home.
- When pet is outside the dwelling, it shall be on a leash at all times and is **NOT** permitted to roam freely. Pet is not allowed to be tethered outdoors for extended periods of time; lessee must be home if pet is tethered outside. Pets found unsupervised shall be turned over to local authorities responsible for policing pets, and lessee holds owner harmless of all responsibility in reference to said pet being turned over to local authorities.
- Lessee certifies that pet has had all required shots and registration, is unable to have babies and is house broken. Lessee to supply landlord **prior to moving in to residence**, copies of veterinarian documents stating that pet has been neutered, spayed and declawed cats with owners name, pets name and date this occurred.
- Lessee will promptly clean up after pet. Litter boxes will **NOT BE PLACED ON CARPET**. Plastic or other protective material must be placed under and around litter box.
- Lessee agrees to be fully responsible for any harm or damage to others or to property caused by the pet.
- Pet will **NOT** be allowed to create excessive noise and disturb others. Pets found to be causing unreasonable annoyance to others in the community shall, upon receipt of written notice from the Landlord, be removed from the premises within 48 hours of said notice.

Lessee understands permission is granted only for the above described pet and no other pets or offspring are allowed on premises, not even for temporary care without Lessor's permission. It's further understood that the Lessor reserves the right to revoke permission to keep pets at anytime, if any of the above conditions are not kept. Should Lessor revoke permission, said pet shall be permanently removed from the premises within 48 hours after receipt of written notice from the Lessor.

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

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

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

**NO PET**

Lessee hereby certifies that there will be no pet(s) residing or visiting within the dwelling at any time. It is agreed that if at any time during residency there is found to be any unauthorized pets, there will an immediate \$250 penalty per pet charged to the rental account. Additionally, immediately due and payable, there will be a charge of the standard \$250 pet deposit per pet, and a pet addendum will be issued for signature if the Lessor so authorizes. Lessee also understands that the rent will increase by \$25 per cat, and \$50 per dog (duplex only), per month upon discovery of the unauthorized animal(s) residing in the apartment.

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

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

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



PROPERTY EXTERIOR REPORT

Site Name \_\_\_\_\_ Date/Time/Weather \_\_\_\_\_ Inspected By \_\_\_\_\_

First impression/curb appeal...what catches your eye? \_\_\_\_\_

Entry

Entry sign: (paint, repairs, lighting)  Good  Repair Needed/ Comments \_\_\_\_\_

Flags? Y/N Condition:  Good  Replace Mailbox: (Straight, brochures, condition)  Good  Repair Needed

Comments \_\_\_\_\_

Landscaping

Overall site landscaping including around clubhouse if applicable (does not include landscaping directly around the buildings themselves)

	N	Y	
Weeds	<input type="checkbox"/>	<input type="checkbox"/>	
Dead trees	<input type="checkbox"/>	<input type="checkbox"/>	
Dead shrubs	<input type="checkbox"/>	<input type="checkbox"/>	
Reseeding	<input type="checkbox"/>	<input type="checkbox"/>	
Lawn Damaged	<input type="checkbox"/>	<input type="checkbox"/>	
Rodents/insects	<input type="checkbox"/>	<input type="checkbox"/>	
Bolders moved	<input type="checkbox"/>	<input type="checkbox"/>	
Edging repair	<input type="checkbox"/>	<input type="checkbox"/>	
Drainage issues	<input type="checkbox"/>	<input type="checkbox"/>	
Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>	System ON <input type="checkbox"/> System OFF <input type="checkbox"/>

Parking Lot

	N	Y	
Handicapped signs on posts	<input type="checkbox"/>	<input type="checkbox"/>	Total # _____
Painted Handicapped signs	<input type="checkbox"/>	<input type="checkbox"/>	Total # _____
Asphalt damage (potholes/crumbling)	<input type="checkbox"/>	<input type="checkbox"/>	
Posted parking lot sign repair	<input type="checkbox"/>	<input type="checkbox"/>	
Sign post repair	<input type="checkbox"/>	<input type="checkbox"/>	
Striping in need of repair	<input type="checkbox"/>	<input type="checkbox"/>	
Exposed/misplaced pipes (manhole covers, sewer grates, etc)	<input type="checkbox"/>	<input type="checkbox"/>	
Parking lot lighting repair	<input type="checkbox"/>	<input type="checkbox"/>	

Dumpster Area

	N	Y
Corral picked up and swept	<input type="checkbox"/>	<input type="checkbox"/>
Furniture/trash outside container	<input type="checkbox"/>	<input type="checkbox"/>
Proper signage on fence	<input type="checkbox"/>	<input type="checkbox"/>
Fence condition good/easy to open	<input type="checkbox"/>	<input type="checkbox"/>

Pond/Water Retention/Walking Trail Area

	N	Y
Signage properly displayed	<input type="checkbox"/>	<input type="checkbox"/>
Water condition good	<input type="checkbox"/>	<input type="checkbox"/>
Walking trail repair/resurfacing	<input type="checkbox"/>	<input type="checkbox"/>
Suggestions or Comments overall	_____	



**INDIVIDUAL BUILDING EXTERIOR REPORT**

Site Name \_\_\_\_\_ Building # \_\_\_\_\_ Date \_\_\_\_\_ Inspected By \_\_\_\_\_

<i>Entry</i>		
	N	Y
Entry door signage	<input type="checkbox"/>	<input type="checkbox"/>
Soffit/Fascia repair	<input type="checkbox"/>	<input type="checkbox"/>
Door frame/brick entry repair	<input type="checkbox"/>	<input type="checkbox"/>
Is the glass door clean	<input type="checkbox"/>	<input type="checkbox"/>
Any debris at entry (leaves, etc)	<input type="checkbox"/>	<input type="checkbox"/>
Pack light/recessed can repair	<input type="checkbox"/>	<input type="checkbox"/>
Exterior fire extinguisher updated? (where applicable)	<input type="checkbox"/>	<input type="checkbox"/>

Date \_\_\_\_\_

<i>Landscaping</i>		
From the landscaping stones and edging inward, this is for the area directly encompassing the building you are inspecting.		
	N	Y
Weeds	<input type="checkbox"/>	<input type="checkbox"/>
Dead trees/shrubs	<input type="checkbox"/>	<input type="checkbox"/>
Rodents/insects/birds	<input type="checkbox"/>	<input type="checkbox"/>
Edging repair	<input type="checkbox"/>	<input type="checkbox"/>
Drainage issues	<input type="checkbox"/>	<input type="checkbox"/>

<i>Building Exterior</i>		
	N	Y
Downspout repair or issues	<input type="checkbox"/>	<input type="checkbox"/>
Satellite dishes installed properly	<input type="checkbox"/>	<input type="checkbox"/>
Roof repair (loose/missing shingles)	<input type="checkbox"/>	<input type="checkbox"/>
Siding repair (wavy, holes, loose)	<input type="checkbox"/>	<input type="checkbox"/>
Brick repair (damaged, defaced, etc)	<input type="checkbox"/>	<input type="checkbox"/>
Exterior window cracking/moisture	<input type="checkbox"/>	<input type="checkbox"/>
Blinds damaged/blankets, etc	<input type="checkbox"/>	<input type="checkbox"/>
Patio/Deck repair	<input type="checkbox"/>	<input type="checkbox"/>
Garage doors/jambs repair	<input type="checkbox"/>	<input type="checkbox"/>
Dryer vent covers (paint, repair)	<input type="checkbox"/>	<input type="checkbox"/>

Total # \_\_\_\_\_

<i>Exterior Boiler Room/Maintenance Room</i>		
	N	Y
Door and trim repair	<input type="checkbox"/>	<input type="checkbox"/>
Interior of room acceptable	<input type="checkbox"/>	<input type="checkbox"/>
Excessively warm/funny noises?	<input type="checkbox"/>	<input type="checkbox"/>
Fire alarm system updated?	<input type="checkbox"/>	<input type="checkbox"/>
Visual signs of leaking/corrosion?	<input type="checkbox"/>	<input type="checkbox"/>

System Trouble?  N  Y Date of test \_\_\_\_\_

What, if anything, is being stored in this room \_\_\_\_\_





**INDIVIDUAL BUILDING INTERIOR REPORT**

Site Name \_\_\_\_\_ Building # \_\_\_\_\_ Date \_\_\_\_\_ Inspected By \_\_\_\_\_

<i>Interior of building</i>		
	N	Y
Entry door easy to open	<input type="checkbox"/>	<input type="checkbox"/>
Spider webs/bugs in halls	<input type="checkbox"/>	<input type="checkbox"/>
Water hog	<input type="checkbox"/>	<input type="checkbox"/>
Threshold damage/repair	<input type="checkbox"/>	<input type="checkbox"/>
Carpet vacuumed/steps edged	<input type="checkbox"/>	<input type="checkbox"/>
Stains not part of vacuuming	<input type="checkbox"/>	<input type="checkbox"/>
Light fixture repair	<input type="checkbox"/>	<input type="checkbox"/>
Handrail secured	<input type="checkbox"/>	<input type="checkbox"/>
Outgoing mail pocket secure	<input type="checkbox"/>	<input type="checkbox"/>
Bulletin board proper signage	<input type="checkbox"/>	<input type="checkbox"/>
Dust on vents/trim	<input type="checkbox"/>	<input type="checkbox"/>
Stress cracks in halls	<input type="checkbox"/>	<input type="checkbox"/>
Fire extinguishers tagged	<input type="checkbox"/>	<input type="checkbox"/>
Co2 detectors where needed	<input type="checkbox"/>	<input type="checkbox"/>
Entry door repair	<input type="checkbox"/>	<input type="checkbox"/>
Garage interior issues	<input type="checkbox"/>	<input type="checkbox"/>
Offensive or suspicious odors	<input type="checkbox"/>	<input type="checkbox"/>
Unit doors repair/damage	<input type="checkbox"/>	<input type="checkbox"/>

<i>Interior Boiler Room/Maintenance Room</i>		
	N	Y
Door and trim repair	<input type="checkbox"/>	<input type="checkbox"/>
Interior of room acceptable	<input type="checkbox"/>	<input type="checkbox"/>
Excessively warm/funny noises?	<input type="checkbox"/>	<input type="checkbox"/>
Fire alarm system updated?	<input type="checkbox"/>	<input type="checkbox"/>
Visual signs of leaking/corrosion?	<input type="checkbox"/>	<input type="checkbox"/>
System Trouble? <input type="checkbox"/> N <input type="checkbox"/> Y		
Date of test		
What, if anything, is being stored in this room _____		

### Unit Walk Thru Inspection

SITE: \_\_\_\_\_ UNIT: \_\_\_\_\_ DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

VACANT / OCCUPIED \_\_\_\_\_ PETS? Y / N If so, type and how many? \_\_\_\_\_

CONDITION OF WALLS: (Paint, Candle Damage, Holes?) \_\_\_\_\_

PLASTER: (Wall or Ceiling Cracks?) \_\_\_\_\_

Carpet: Scale: (Worst) 1 2 3 4 5 (Best) \_\_\_\_\_ Normal Wear / Resident Damage

Reason: \_\_\_\_\_

C/O DETECTOR? Y / N HOW MANY \_\_\_\_\_ SMOKE DETECTOR? Y / N OPERABLE Y / N

VISUAL # OF OCCUPANTS, BASED ON BEDS: \_\_\_\_\_

ATTACHED GARAGES- (oil spills, etc.) \_\_\_\_\_

OVERALL CLEANLINESS: \_\_\_\_\_

SUSPICIOUS ODORS: IF SO, WHAT? \_\_\_\_\_

BLINDS IN GOOD WORKING CONDITION: Y / N Reason: \_\_\_\_\_

SCREENS IN WINDOWS: Y / N WINDOWS: (Moisture/ Mold) \_\_\_\_\_

LEAKS AROUND TOLIETS: Y / N FIREPLACE: Y / N PILOT LIGHT OFF: Y / N

VINYL FLOORING: Will it need to be replaced? Y / N Condition: \_\_\_\_\_

DOORS/WALLS: CHECK FOR HOLES, DAMAGE: \_\_\_\_\_

DAMAGE TO DOOR JAMB: Y / N LIGHT FIXTURES (cracked/damaged globes, etc): Y / N

OTHER OBSERVATIONS: \_\_\_\_\_

\_\_\_\_\_

White- Unit Folder

Yellow- Home Office

Mandatory Use Date 03/01/12

### Unit Walk Thru Inspection

SITE: \_\_\_\_\_ UNIT: \_\_\_\_\_ DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

VACANT / OCCUPIED \_\_\_\_\_ PETS? Y / N If so, type and how many? \_\_\_\_\_

CONDITION OF WALLS: (Paint, Candle Damage, Holes?) \_\_\_\_\_

PLASTER: (Wall or Ceiling Cracks?) \_\_\_\_\_

Carpet: Scale: (Worst) 1 2 3 4 5 (Best) \_\_\_\_\_ Normal Wear / Resident Damage

Reason: \_\_\_\_\_

C/O DETECTOR? Y / N HOW MANY \_\_\_\_\_ SMOKE DETECTOR? Y / N OPERABLE Y / N

VISUAL # OF OCCUPANTS, BASED ON BEDS: \_\_\_\_\_

ATTACHED GARAGES- (oil spills, etc.) \_\_\_\_\_

OVERALL CLEANLINESS: \_\_\_\_\_

SUSPICIOUS ODORS: IF SO, WHAT? \_\_\_\_\_

BLINDS IN GOOD WORKING CONDITION: Y / N Reason: \_\_\_\_\_

SCREENS IN WINDOWS: Y / N WINDOWS: (Moisture/ Mold) \_\_\_\_\_

LEAKS AROUND TOLIETS: Y / N FIREPLACE: Y / N PILOT LIGHT OFF: Y / N

VINYL FLOORING: Will it need to be replaced? Y / N Condition: \_\_\_\_\_

DOORS/WALLS: CHECK FOR HOLES, DAMAGE: \_\_\_\_\_

DAMAGE TO DOOR JAMB: Y / N LIGHT FIXTURES (cracked/damaged globes, etc): Y / N

OTHER OBSERVATIONS: \_\_\_\_\_

\_\_\_\_\_

White- Unit Folder

Yellow- Home Office

Mandatory Use Date 03/01/12



1300 N Kimps Court  
Green Bay WI 54313  
Phone: 920-662-1611\* Fax: 920-662-8204  
Lexingtonneighborhoods.com

### Welcome to Our Community

Furnishing the following information will greatly assist us in helping you select your new home.

Name: _____	Date Rental Needed: _____
Present Address: _____	Size Apartment Desired: _____
City/State: _____	# of people to occupy: _____
Phone: Work: _____ Cell: _____	Pets? If so, what kind? _____
How did you hear about us? _____	Size of pet: _____
DL or ID # _____	Price range desired: _____
Email Address: _____	Occupation: _____
Signature: _____	Employer: _____

If you see an apartment you like, are you prepared to put down a deposit? \_\_\_\_\_

*By signing above, you agree to allow us to potentially contact you by phone regarding issues, goods, and services related to the rental transaction.*

**FOR OFFICE USE ONLY**

Time of showing: _____	Walk-in or appointment? _____
Rental Consultant: _____	Apts. Shown _____
Apartment # rented: _____	Move-in date: _____
Did not rent because: _____	
Notes: _____	
Follow-up: _____	



**The Rental Process**

This property is professionally managed by Lexington Management, LLC. Lexington Management, LLC conducts business in accordance with all federal, state, and local fair housing laws. It is the policy of Lexington Management, LLC to provide housing to all persons regardless of race, color, religion, sex, national origin, handicap, or familial status.

Lexington Management, LLC has established a consistent procedure for processing all rental applications. Each application is thoroughly reviewed, approved or denied based on the criteria listed below.

1. Fill out the rental application as completely as possible. All applicants that have reached the age of 18 must complete an application.
2. A \$20 application fee per applicant is due at the time the application is turned in. You must also provide the security deposit at that time. No applications will be processed until the above noted fees and security deposits have been paid.
3. Most applications can be processed in 1-3 days. The time required depends upon the availability and cooperation of your reference sources. In order for your application to be approved or denied, the following will be checked:
  - a. **Credit:** A TransUnion Credit Report is required to all applicants. A credit score of 600 or higher is required. In the absence of a credit score of 600 or higher a cosigner may be requested if your score is between 550-599. In the event that a cosigner is required you have 48 hours from the time of notification to produce the cosigner's application or the application will be denied. Cosigners must have a credit rating of 600 or higher and be a legal resident of the state of Wisconsin.
  - b. **Employer/Income Verification:** Your income information may be verified. You are required to gross at least 2.5 times the amount of rent that is due on the apartment per month.
  - c. **Criminal Background Check:** A criminal background check will be conducted on all adult applicants. No person shall be accepted for residency who has been convicted of any criminal activities which may also include the following:
    - i. Disturbance of Neighbors
    - ii. Violence to person or destruction of property
    - iii. A drug related crime
    - iv. The manufacture or distribution of a controlled substance
4. Your application may be denied or a cosigner may be required for one or more of the following:
  - a. Poor credit history and/or excessive financial obligations
  - b. Prior eviction
  - c. Non sufficient income and/or non verifiable income
  - d. False information on application
  - e. Occupants exceed "occupancy limits" (NO MORE THAN 2 PERSONS PER BEDROOM)
  - f. Did not complete the application process
  - g. Unable to provide credit check fees, rent and/or security deposit
  - h. Criminal history
5. If your application is approved, the security deposit you submitted with your application will be applied to your account. Before you will receive keys to the apartment home, WITH NO EXCEPTIONS, the following are required:
  - a. The apartment lease and attached addendum(s) will be signed. This is to include all applicants' signatures along with all cosigner's signatures. **NO faxed signatures will be accepted.** All original signatures must be received prior to taking occupancy of the apartment home.
  - b. The balance of all money owed must be paid in full. This includes all rent, prorated rent, additional deposits, etc.
6. If your application is approved, and you cancel or withdraw your application, the lessor may be compensated for actual costs or lost rent. The landlord will make every reasonable effort to re-rent the apartment as soon as possible.
7. If your application is denied, the landlord will withhold the application fees that were submitted at the beginning of the application process to cover the cost of the consumer credit report(s). A credit report is required for all applicants, and if applicable, any cosigners (see 3a).

I understand and agree to the above terms and conditions of the rental process for Lexington Management, LLC.

_____ Applicant	_____ Date	_____ Applicant	_____ Date
_____ Applicant	_____ Date	_____ Applicant	_____ Date

**EARNEST MONEY WAIVER**

I/We \_\_\_\_\_ have applied for residency at:

For a move in date of: \_\_\_\_\_

I/We have given a check/money order to the property manager for the earnest money in the amount of \$ \_\_\_\_\_

I/We fully understand that if I/We am/are approved for this unit and do not sign into a lease agreement and take residency, at any time after approval, that I/We will forfeit the above stated earnest money.

_____ Applicant	_____ Date	_____ Applicant	_____ Date
_____ Applicant	_____ Date	_____ Applicant	_____ Date

**OFFICE USE ONLY**

Date, Time, and How Approved Resident Notified: \_\_\_\_\_ Initials: \_\_\_\_\_

Managers are not allowed to accept cash

Application Fee of \$20.00 to be paid at time application is placed.



STANDARD APPLICATION FOR OCCUPANCY
ONE APPLICATION PER ADULT RESIDENT

BUILDING ADDRESS APT #
CITY, STATE, ZIP COUNTY
TENANT TO FURNISH: HEAT GAS ELECTRIC WATER
MOVE IN DATE LEASE TERM: BEGINNING: ENDING:
TOTAL NUMBER OF PERSONS TO OCCUPY UNIT # OF APPLICANTS OVER THE AGE OF 18
PROMO PETS? (DEP REQUIRED) SATELLITE DISH? (DEP REQUIRED)
TOTAL SECURITY DEPOSIT \$ AMOUNT PAID \$ BALANCE DUE \$ TO BE PAID BY
TOTAL MONTHLY RENT \$ AMOUNT PAID \$ BALANCE DUE \$ TO BE PAID BY
COSIGNER/GUARANTORS? YES/NO IF SO WHO:

PERSONAL INFORMATION

APPLICANTS NAME BIRTH DATE
SOCIAL SECURITY NUMBER DRIVERS LICENSE NUMBER
PRESENT ADDRESS
CITY STATE ZIP E-MAIL
YEARS LIVED THERE PRESENT PHONE #
REASON FOR LEAVING
LANDLORD'S NAME PHONE#
LANDLORD'S ADDRESS CITY STATE ZIP
FIRM EMPLOYED BY GROSS MONTHLY INCOME \$
FIRM ADDRESS CITY STATE ZIP
YEARS/MONTHS EMPLOYED EMPLOYER'S PHONE #
OCCUPATION APPLICANTS WORK PHONE #
MODEL, COLOR, YEAR OF AUTOMOBILE VEHICLE LICENSE NO.
IN CASE OF PERSONAL EMERGENCY, NOTIFY PHONE #
RELATIONSHIP ADDRESS
CITY STATE ZIP

HAVE YOU EVER BROKEN A LEASE OR BEEN EVICTED FROM ANY TYPE OF HOUSING?
HAVE YOU EVER FILED BANKRUPTCY? HAVE YOU EVER BEEN CONVICTED OF A CRIME?
DO YOU HAVE ANY COLLECTIONS OR JUDGMENTS AGAINST YOU?
IF YOU ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, PLEASE EXPLAIN:

\*To the best of my knowledge, all of the above information is true and correct. If Lessee makes representations to Lessor on a rental application or otherwise which induce Lessor to enter into this lease and Lessor therefore discovers one or more material falsehoods in said representations, Lessor may cancel and rescind the lease upon written notice as though this was a month-to-month tenancy. Initial:
\*The applicant grants permission and authorizes lessor to check all references and credit information. Initial:
\*I acknowledge that I have reviewed the rules and regulations. Initial:
\*I acknowledge that I have reviewed the non-standard rental provisions. Initial:
\*If accepted, the above applicant hereby agrees to enter into a lease agreement in accordance with the material terms set forth above. Lessor is entitled to compensation for actual costs and damages incurred because of applicant's failure to enter into a lease agreement following approval by lessor of application.
\*I have carefully read the lease contract on the reverse side, and fully understand the contents therein. In addition, I am aware that my rental of said premises is to be limited to the use and occupancy size and description by the family above as set-forth with Lexington Homes, Inc.'s policy, without any right on my part to sublet all or any of said premises without lessor's permission. I am aware that if I am approved for the apartment and decide to not enter into a lease agreement, I will automatically forfeit my earnest money. In the event I am denied it is understood that my earnest money will be refunded to me but the application fee submitted will be retained. Initial:

Manager's Signature Date Applicant's Signature Date

HOW DID YOU LEARN ABOUT THE APARTMENT? NEWSPAPER SIGN TENANT INTERNET REFERRAL START RENTING

This property is professionally managed by Lexington Management LLC, conducting business in accordance with all federal, state and local fair housing laws. It is the policy of Lexington Management LLC to provide housing to all persons regardless of race, religion, sex or national origin.

RESIDENTIAL LEASE

Mailing Address:
1300 N Kimps Court
Green Bay WI 54313



Parties MOVE IN DATE: LEASE TERM: 3PM:
Terms/Rent SECURITY DEPOSIT \$ 11AM
MONTHLY RENT\$
Premises It is mutually agreed upon between, Lessor (Lexington Management, LLC (Lessor), and Lessee(s),

jointly and severally the Lessor does hereby lease to Lessee the following described premises located at
for the term and rent described above. The first full month's
rent is due and payable on the 1st day of
and the entire monthly rent shall be paid on the first of each month thereafter. RENT IS
ALWAYS DUE ON THE FIRST OF THE MONTH, THERE IS NO GRACE PERIOD, RENT POSTMARKED OR RECEIVED AFTER THE 1ST OF THE MONTH, IS
AUTOMATICALLY LATE. NO EXCEPTIONS. LATE CHARGES WILL BE CALCULATED BASED OFF OF ACTUAL RECEIPT WHEN BEING HAND DELIVERED, OR
BASED OFF POSTMARK ON ENVELOPE IF MAILED. \$50.00 LATE CHARGES ARE ASSESSED PURSUANT TO THE NON-STANDARD RENTAL PROVISIONS
INCORPORATED TO THE THIS LEASE.

Residents There shall be no more than occupants living in the premise during Lessee's tenancy. An additional rental charge of \$200.00 per month will be
assessed for any additional occupants living in the unit more than 7 days per month.

Place of Payment Payments hereunder are to be made payable and to be sent to Lexington Management, LLC, 1300 N. Kimps Ct. Green Bay, WI 54313, no other location
or address is acceptable. Verbal notices will not be approved.

Heat and Utilities is to furnish heat at their expense. If Lessee is responsible for furnishing heat, Lessee agrees to maintain a reasonable amount of heat in cold
weather to prevent damage to water pipes, etc. Should any damage occur because of Lessee's failure hereunder, Lessee shall be responsible for damage
that occurs. Lessee is responsible for electric bills. is responsible for gas. is responsible for sewer and water
charges, which is separately metered. Any unpaid bills during occupancy for water and sewer will be deducted from deposit at time of move-out, as they
are treated as rent charges. Lessee is responsible for switching applicable utilities into their name at time of move-in. Lessee is also responsible for
switching utilities out of their name at time of move, and for ensuring that the final bills are sent to their forwarding address. Any final water or sewer
bill not paid for prior to the date of return of deposit will be deducted from the same.

Security Deposit Lessee agrees that the security deposit in the amount of above shall be held by Lessor and may co-mingle with operating funds. THE SECURITY DEPOSIT
IS NOT RENT and lessee may not use it as rent, but is a deposit which will be returned to Lessee after vacating premises and returns all keys to Lessor and
after tenant damages and responsibilities have been deducted. Premises must be left in clean and ready condition for the next occupant. By "clean and
ready" it is meant clean and the better of 1) the condition of the premises when turned over to Lessee or 2) The condition of the premises following the
completion of any work performed by either party to improve the premises (normal wear and tear is expected). All sums due under lease may be set off
against security deposit. At the time of move-out, Lessor will return the security deposit within 21 days to the last known address or forwarding address
should one be on file. The deposit will be less any charges deducted for above normal wear and tear, past due rent or late charges.

Notice of Termination Notice is to be given at least 60 days prior to the last day of lessee's final month of tenancy. Such notice shall only be effective for termination of tenancy
on the last day of a calendar month, without exception. Lessee's notice may only be given in writing, and all notices must be sent to Lexington
Management at the above referenced address. If Lessee fails to given proper written notice to Lessor, Lessee will be held responsible for the rent on the
unit until it is re-rented and income producing, in accordance to lease contract, be aware that this included any advertising charge or promotional
discount given to new resident during the time period in which lessee would have been responsible.

Breach of Lease In the event that Lessee violates any of the terms of this lease, Lessor may serve the statutory 5-14 day notice as though Lessee's tenancy was for one
year or less. In the event that Lessee is evicted for failure to abide by the terms of this lease, or otherwise leaves the premises prior to the expiration of
this lease, Lessee will remain liable for all rental loss through the end of the lease as well as any advertising costs, re-rent fees which include special
concessions given to the new resident as long as it does not exceed the amount of 1 months rent, utilities that would have otherwise been the
responsibility of the Lessee had they occupied the unit.

Waiver In the event either party defaults of any requirement of this lease, or the other party fails to act on account of that default, the failure to act (waiver)
shall relate only to the specific act of default. One or more such failures to act (waivers) by either party shall not constitute an amendment of this lease
or indicate that later defaults shall result in a similar failure to act (waiver). ALL TENANTS AND ANY COSIGNERS/GUARANTORS ARE JOINTLY AND
SEVERALLY LIABLE FOR THE FULL AMOUNT DUE UNDER THE TERMS OF THIS LEASE AND ANY EXTENSION OR RENEWAL.

Inspection Lessee agrees that as of the same date of this lease that Lessee has received an Inspection Form. The Lessee has received the same in good order and
repair except as otherwise noted and endorsed by both parties on the inspection form. Lessee shall have seven days, including the above same day as
day 1 to advise Lessor, in writing of any other damages which existed prior to his occupancy. Lexington Management requires all Lessees at time of
move-out to do a walk-out inspection no later than 11 am on the last day of lease. At that time we will need your forwarding address. At that inspection
it is the responsibility of the Lessee to turn over all keys and garage remotes to Lessor. It is also the responsibility of the Lessee to switch all utilities out
of their name and have the finals bills sent to their new address.

Lessee's Property Lessee is completely responsible for insuring his personal property and expressly waives any claims against Lessor for loss or damage to there to by
reason of fire, theft, act of God or other causes, other than Lessor's conscious act or active negligence.

Lessee Duties Lessee agrees to assume the following duties 1) To notify Lessor (not a tradesman working for Lessor) of needed repairs and to do so in writing 2. To
allow Lessor/service personnel to enter premises at reasonable times and with reasonable notice to inspect, repair, improve, show or comply with
applicable laws of regulations. Lessor may enter without notice upon consent or request of Lessee for Maintenance service or when a health or safety
issue or repair emergency exists. 3) To use the premises only for lawful residential purposes. 4) to obey all lawful orders, rules and regulations of all
government agencies. 6) Not to assign or sublet this unit without prior written consent of Lessor. Lessee is liable for any property damage, waste or
neglect caused by the negligence or improper use of Premises or the building or development in which they are located by Lessee or Lessee's guests and
invitees.

Pets PETS ARE ALLOWED ONLY WITH A SIGNED PET AGREEMENT AND PAID PET DEPOSIT. NO VISITING PETS ALLOWED

Parking Parking is in the garage and in your assigned spot, if applicable. Visitors must park on the street or in designated visitor parking.

Lessee: Date Lessor: Date:
LEXINGTON MANAGEMENT, LLC

By initialing the undersigned, Lessee agrees that they have reviewed and signed a copy of the following papers and that are made part of this lease by the initialing
on the lines that pertain. The below initials constitute receipt of said documents as well as their incorporation to this lease agreement.

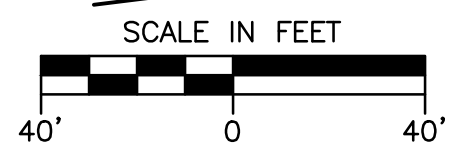
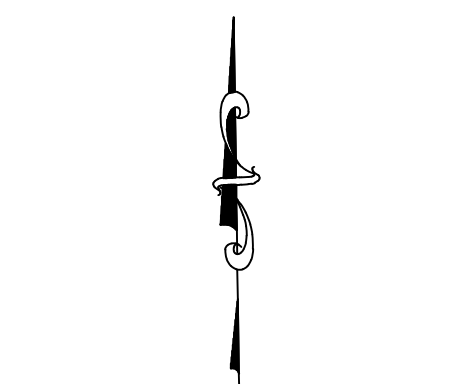
Inspection Form(needs to be returned no later than 7 days) Smoke/CO2 Detector Form Promo Agreement
Rules and Regulations Non-Standard Rental Provisions Satellite Agreement
Co-signer application/addendum Pet Agreement
Water Agreement (if applicable) Lawn and Snow Agreement (if applicable)

**SITE DATA**

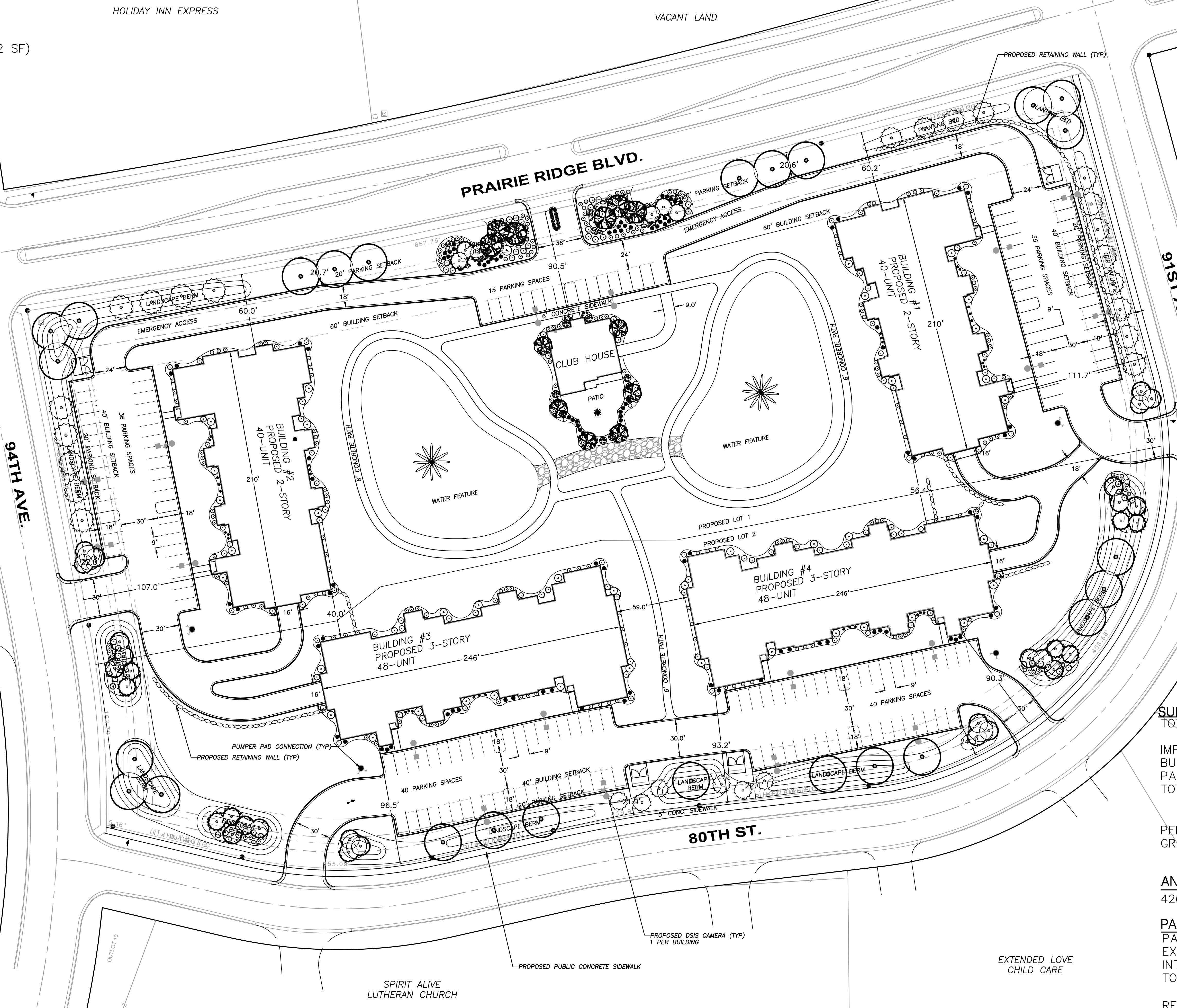
LOT 1 OF CSM 7545  
 PRAIRIE RIDGE BOULEVARD  
 VILLAGE OF PLEASANT PRAIRIE, WI

2-48 UNIT BUILDINGS  
 2-40 UNIT BUILDINGS  
 NET BUILDABLE AREA: 9.79 Ac (426,452 SF)

APRIL 24, 2012



**CONCEPTUAL DEVELOPMENT PLAN  
 FOR COBBLESTONE CREEK  
 BY LEXINGTON HOMES**



**UNIT SUMMARY**

48-UNIT BUILDING	8
EFFICIENCY	4
EFFICIENCY W/ LOFT	11
1 BDRM	13
2 BDRM	10
2 BDRM W/ LOFT	2
U/G PARKING	48
A/G PARKING	40
40-UNIT BUILDING	8
EFFICIENCY	16
EFFICIENCY W/ LOFT	3
1 BDRM	7
2 BDRM	6
U/G PARKING	40
A/G PARKING	35

**SUMMARY OF IMPERVIOUS AREAS**

TOTAL SITE:	9.79 AC
IMPERVIOUS SURFACE:	
BUILDINGS:	72,700 SF
PAVEMENT:	104,396 SF
TOTAL:	177,096 SF (4.07 AC)
PERVIOUS SURFACE:	
GREEN SPACE:	249,356 SF (5.72 AC)

**ANTICIPATED SITE DISTURBANCE**

426,452 SF (9.79 AC)

**PARKING SUMMARY**

PARKING PROVIDED:	
EXTERIOR	152
INTERIOR	176
TOTAL	328
REQ'D	308

**One Source Consulting**  
 Construction Mindset | Value Sensitive | Civil Engineers  
 11805 W. HAMPTON AVE  
 MILWAUKEE, WI 5325  
 (414) 462-9005  
 (414) 462-9006 (FAX)  
 www.onesourceconsult.com



FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



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GREEN BAY, WISCONSIN 54313  
Telephone: (920) 737-9769



**LEXINGTON-HOMES-**  
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One Home at a Time  
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Telephone: (920) 662-1611  
Fax: (920) 662-8204  
EMAIL: gwells@lexingtonneighborhoods.com  
WEB: lexingtonneighborhoods.com

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**Cobblestone Creek**  
40 Unit with Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN

REVISION	DATE
XXX	XXXX

DATE  
4/5/2012  
PROJECT NO.  
461439

SHEET  
**A**  
**1.1**

PRELIMINARY  
NOT FOR CONSTRUCTION

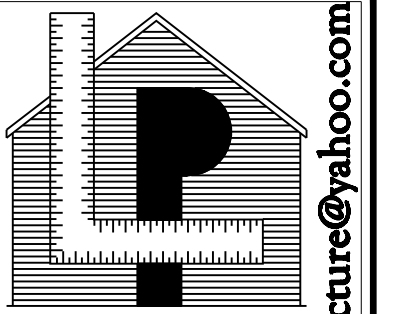




RIGHT ELEVATION  
SCALE: 3/16" = 1'-0"



LEFT ELEVATION  
SCALE: 3/16" = 1'-0"



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**Cobblestone Creek**  
40 Unit with Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN

REVISION	DATE
XXX	XXXX

DATE: 4/5/2012  
PROJECT NO.: 461439

SHEET  
**A  
1.2**

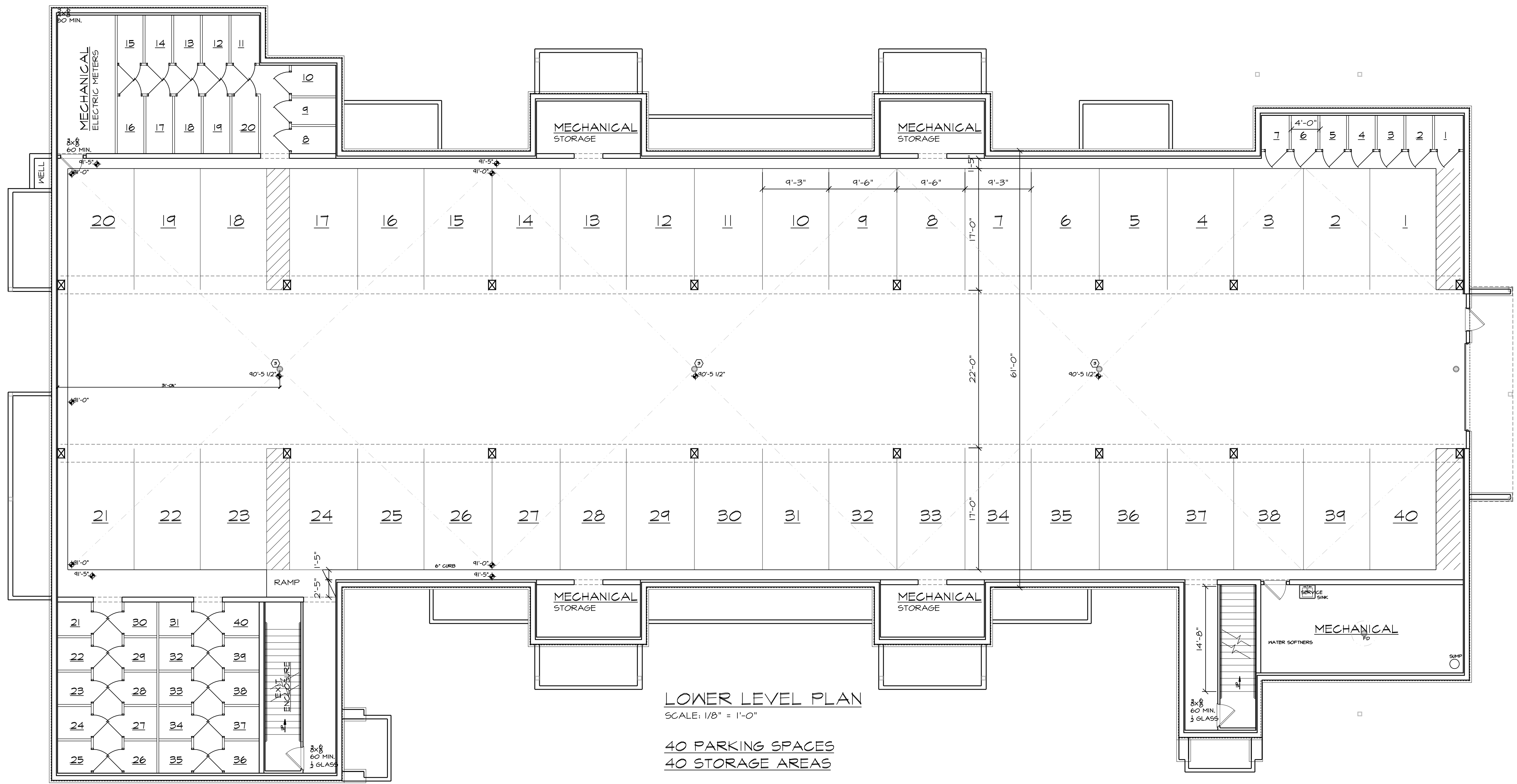
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NOT FOR CONSTRUCTION

REVISION	DATE
XXX	XXXX

DATE: 3/16/2012  
PROJECT NO. 461439  
SHEET

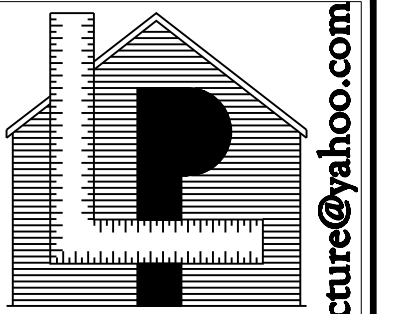
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2.0**

PRELIMINARY  
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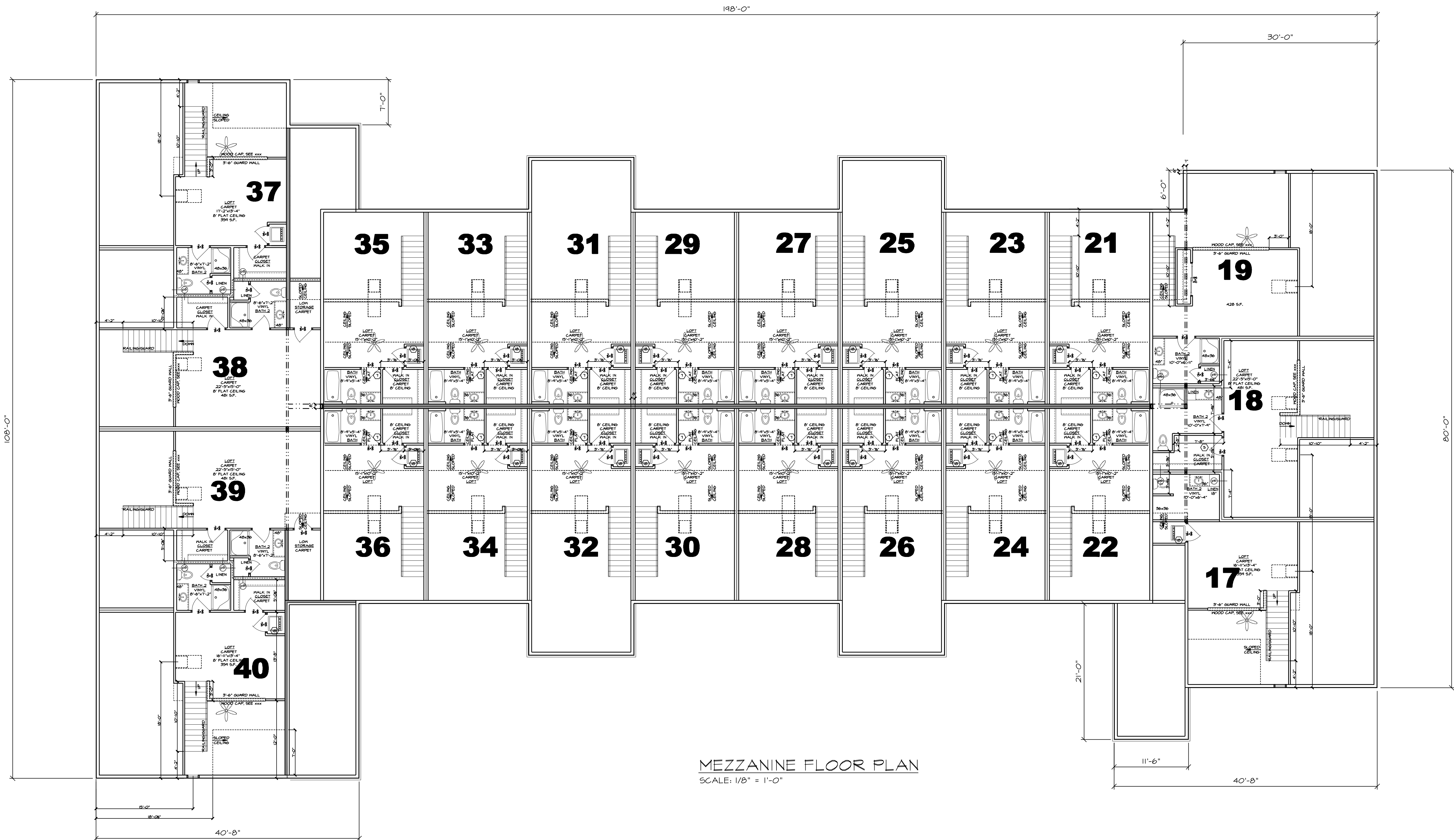


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**Cobblestone Creek**  
40 Unit with Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN



MEZZANINE FLOOR PLAN  
SCALE: 1/8" = 1'-0"

PRELIMINARY  
NOT FOR CONSTRUCTION

REVISION	DATE
XXX	XXXX

DATE  
4/5/2012  
PROJECT NO.  
461439

SHEET  
**A  
2.3**



**Cobblestone Creek 40  
Pleasant Prairie  
4/10/2012**

Phone 920-737-9769  
Office-926 Willard Drive  
Green Bay, WI  
Mailing address-1592 Rustic Way  
Green Bay, WI 54313

Floor	Unit #	Unit type	Square Feet of Unit on First or Second Floor	Square Feet of Loft	Total unit S.F.
1 - Unit 1		2 bedroom 2 bath	1,260		1,260
1 - Unit 2		2 bedroom 1 bath	1,190		1,190
1 - Unit 3		2 bedroom 2 bath	1,112		1,112
1 - Unit 4		1 bedroom 1 bath	742		742
1 - Unit 5		1 bath efficiency XL	576		576
1 - Unit 6		1 bath efficiency XL	576		576
1 - Unit 7		1 bath efficiency	448		448
1 - Unit 8		1 bath efficiency	448		448
1 - Unit 9		1 bath efficiency	448		448
1 - Unit 10		1 bath efficiency	448		448
1 - Unit 11		1 bath efficiency XL	576		576
1 - Unit 12		1 bath efficiency XL	576		576
1 - Unit 13		2 bedroom 2 bath office	1,223		1,223
1 - Unit 14		1 bedroom 1 bath	742		742
1 - Unit 15		2 bedroom 1 bath	1,116		1,116
1 - Unit 16		1 bedroom 1 bath	780		780
1 - Unit 17		2 bedroom 1 bath	1,174		1,174
2 & 3 - Unit 18		1 bedroom loft 2 bath	800	330	1,130
2 & 3 - Unit 19		1 bedroom loft 2 bath	812	510	1,322
2 & 3 - Unit 20		1 bedroom, Den, loft 2 bath	956	428	1,384
2 & 3 - Unit 21		loft 1 bath	448	264	712
2 & 3 - Unit 22		loft 1 bath	448	264	712
2 & 3 - Unit 23		loft 1 bath	448	264	712
2 & 3 - Unit 24		loft 1 bath	448	264	712
2 & 3 - Unit 25		loft 1 bath XL	576	264	840
2 & 3 - Unit 26		loft 1 bath XL	576	264	840
2 & 3 - Unit 27		loft 1 bath	448	264	712
2 & 3 - Unit 28		loft 1 bath	448	264	712
2 & 3 - Unit 29		loft 1 bath	448	264	712
2 & 3 - Unit 30		loft 1 bath	448	264	712
2 & 3 - Unit 31		loft 1 bath XL	576	264	840

2 & 3 - Unit 32	loft 1 bath XL	576	264	840					
2 & 3 - Unit 33	loft 1 bath	448	264	712					
2 & 3 - Unit 34	loft 1 bath	448	264	712					
2 & 3 - Unit 35	loft 1 bath	448	264	712					
2 & 3 - Unit 36	loft 1 bath	448	264	712					
2 & 3 - Unit 37	1 bedroom loft 2 bath den	1,005	359	1,364					
2 & 3 - Unit 38	1 bedroom loft 2 bath	836	481	1,317					
2 & 3 - Unit 39	1 bedroom loft 2 bath	802	481	1,283					
2 & 3 - Unit 40	1 bedroom loft 2 bath	812	359	1,171					
		27,138	7172	34,310					
<b>Building Data</b>	<b>Unit Descriptions</b>								
Floor	Gross S. F. per floor	Efficy Unit	XL Efficy	1 Bed 1 Bath Units	2 Bed 1 Bath Units	1 Bed 2 Bath Loft Units	2 Bed 2 Bath	Lofts	XL Lofts
Parking Level	14,500	0		0	0	0		0	
First Floor	15,240	4	4	3	1	0	5	0	
Second Fl.	15,240	0		0	0	7		12	4
Loft Floor	7,172	0		0	0	0		0	
	52,152	4	4	3	1	7	5	12	4



234'-0"



FRONT ELEVATION  
SCALE: 1/8" = 1'-0"

234'-0"



BACK ELEVATION  
SCALE: 1/8" = 1'-0"

**LaPlant**  
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**LEXINGTON HOMES**  
Building Neighborhoods  
One Home at a Time  
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EMAIL: [gwell@lexingtonneighborhoods.com](mailto:gwell@lexingtonneighborhoods.com)  
WEB: [lexingtonneighborhoods.com](http://lexingtonneighborhoods.com)

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**Cobblestone Creek**  
48 Unit with Elevator and Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN

REVISION	DATE
XXX	XXXX

DATE  
3/22/2012  
PROJECT NO.  
461439  
SHEET

**A**  
**1.1**

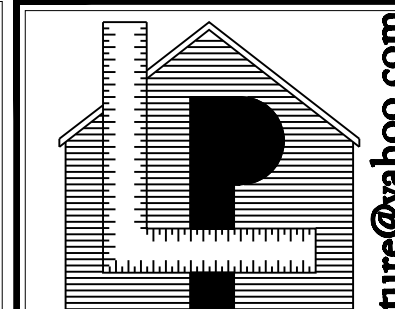
PRELIMINARY  
NOT FOR CONSTRUCTION



LEFT SIDE ELEVATION  
SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION  
SCALE: 3/16" = 1'-0"



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**Cobblestone Creek**  
48 Unit with Elevator and Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN

REVISION	DATE
XXX	XXXX

DATE  
4/10/2012  
PROJECT NO.  
461439

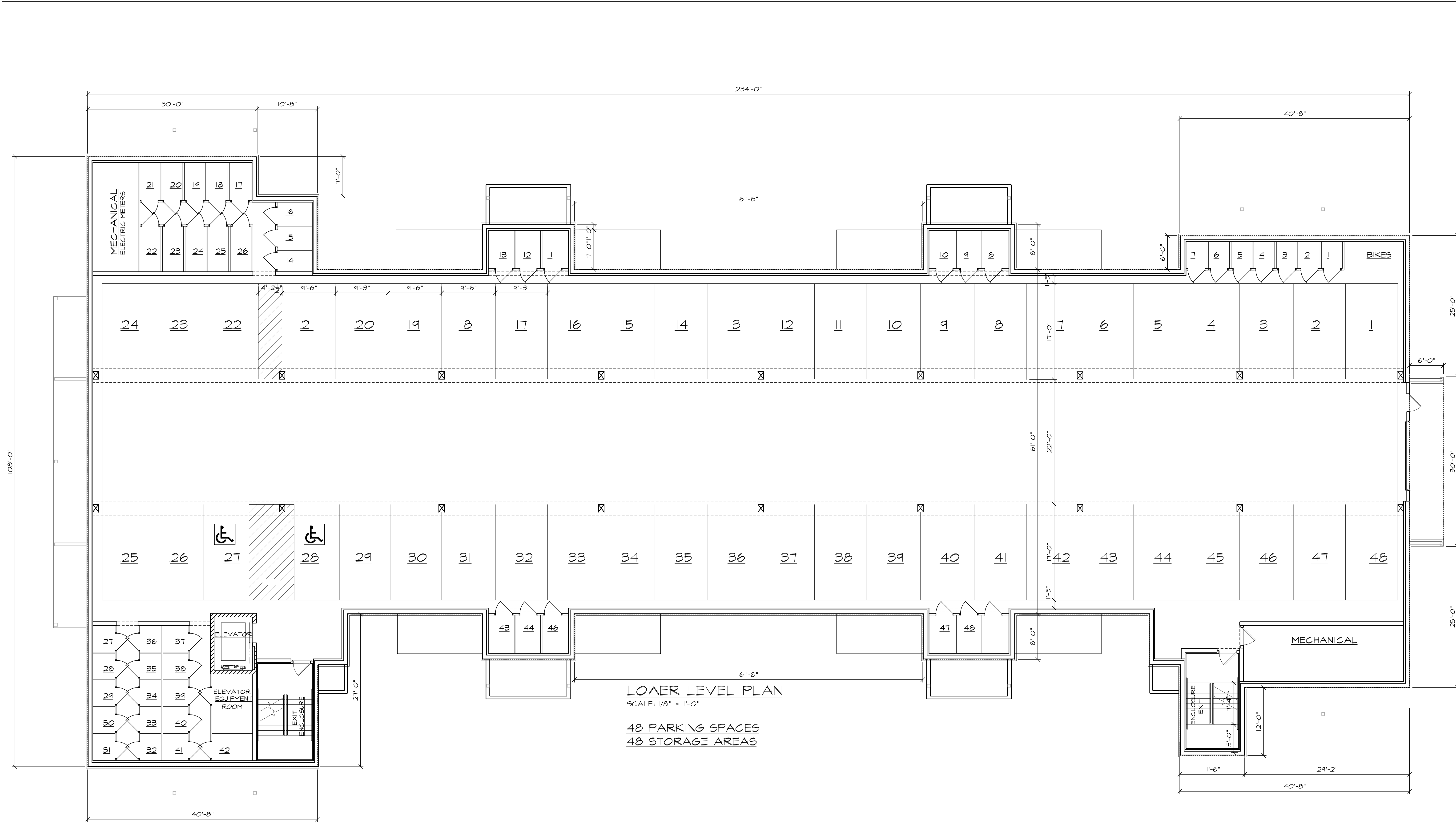
SHEET  
**A  
1.2**

PRELIMINARY  
NOT FOR CONSTRUCTION

REVISION	DATE
XXX	XXXX

DATE: 4/10/2012  
PROJECT NO. 461439  
SHEET

**A 2.0**

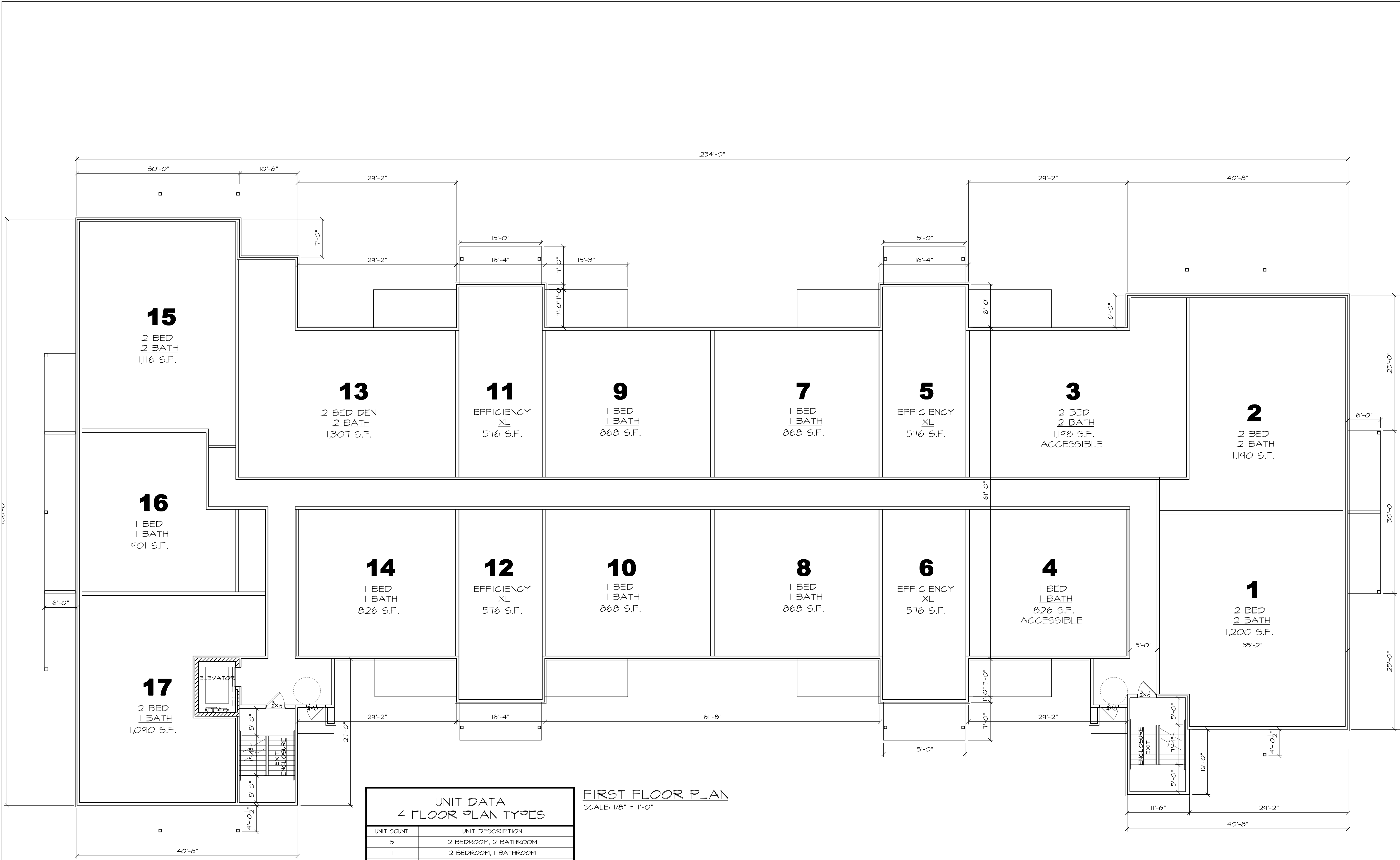


PRELIMINARY  
NOT FOR CONSTRUCTION

REVISION	DATE
XXX	XXXX

DATE: 3/22/2012  
PROJECT NO. 461439  
SHEET

**A 2.1**



UNIT DATA 4 FLOOR PLAN TYPES	
UNIT COUNT	UNIT DESCRIPTION
5	2 BEDROOM, 2 BATHROOM
1	2 BEDROOM, 1 BATHROOM
7	1 BEDROOM, 1 BATHROOM
4	EFFICIENCY XL
17	

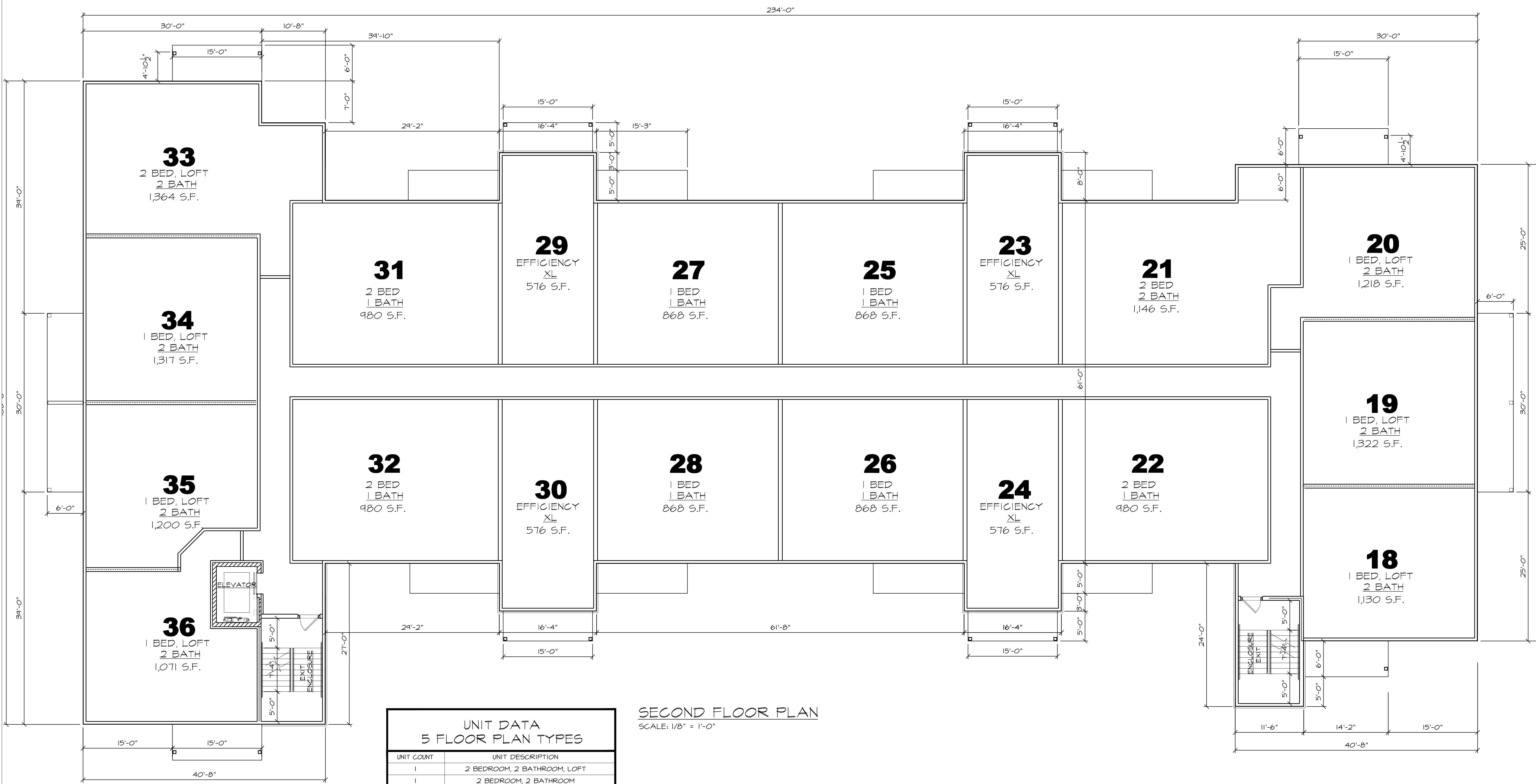
**FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

PRELIMINARY  
NOT FOR CONSTRUCTION

REVISION	DATE
XXX	XXXX

DATE: 4/10/2012  
PROJECT NO. 461439  
SHEET

**A**  
**2.2**



**UNIT DATA**  
**5 FLOOR PLAN TYPES**

UNIT COUNT	UNIT DESCRIPTION
1	2 BEDROOM, 2 BATHROOM, LOFT
1	2 BEDROOM, 2 BATHROOM
3	2 BEDROOM, 1 BATHROOM
6	1 BEDROOM, 2 BATHROOM, LOFT
4	XL EFFICIENCY, 1 BATHROOM
4	1 BEDROOM, 1 BATHROOM
19	

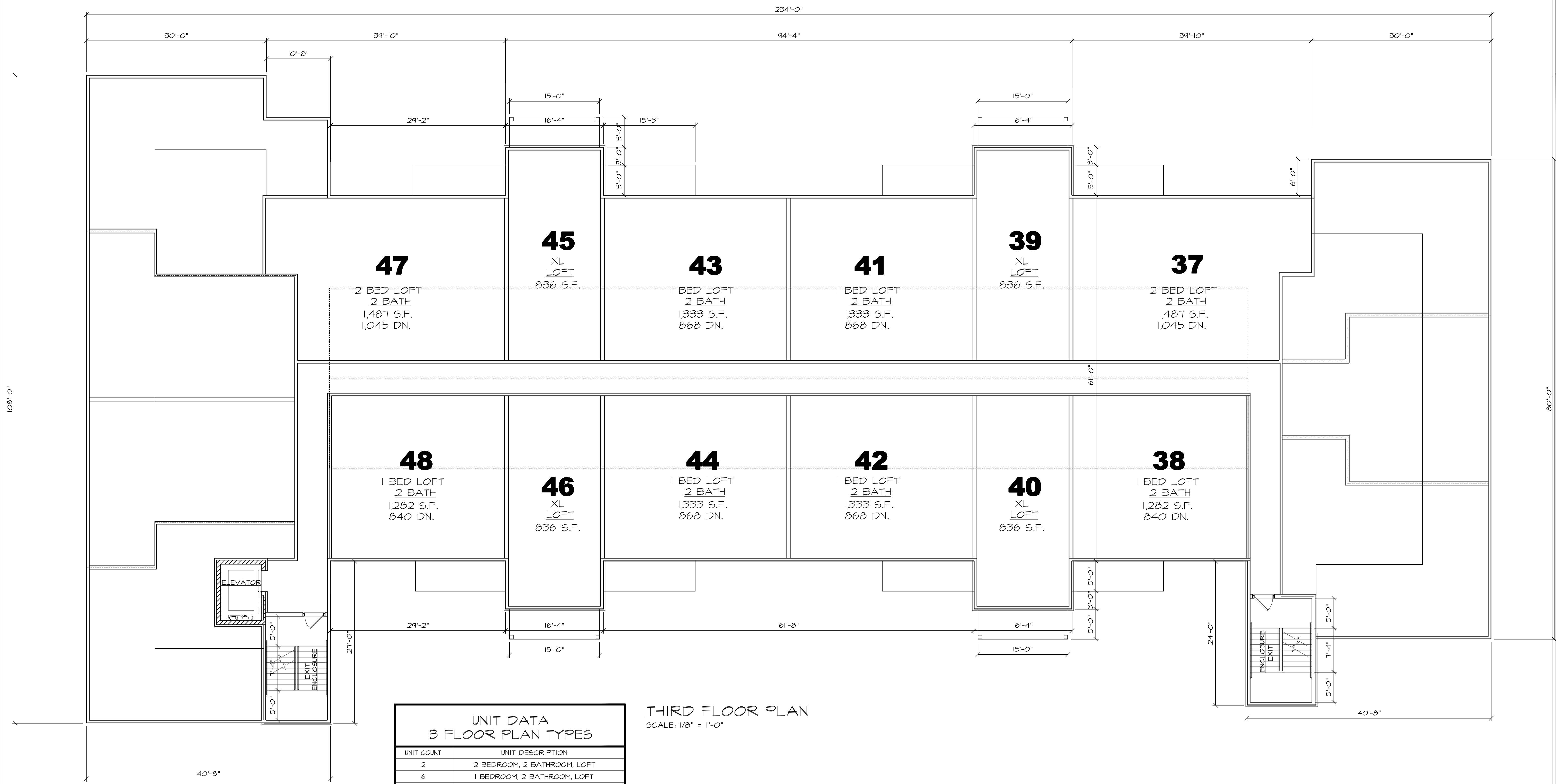
**SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

PRELIMINARY  
NOT FOR CONSTRUCTION

REVISION	DATE
XXX	XXXX

DATE  
4/10/2012  
PROJECT NO.  
461439

SHEET  
**A**  
**2.3**



UNIT DATA 3 FLOOR PLAN TYPES	
UNIT COUNT	UNIT DESCRIPTION
2	2 BEDROOM, 2 BATHROOM, LOFT
6	1 BEDROOM, 2 BATHROOM, LOFT
4	XL LOFT, 1 BATHROOM
12	

THIRD FLOOR PLAN  
SCALE: 1/8" = 1'-0"

PRELIMINARY  
NOT FOR CONSTRUCTION



**Cobblestone Creek 48**  
**Pleasant Prairie**  
**4/10/2012**

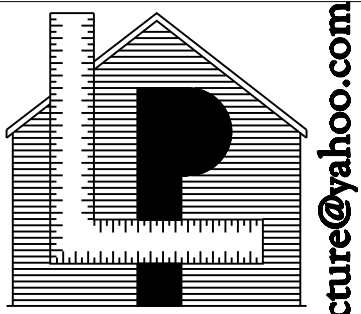
Phone 920-737-9769  
 Office-926 Willard Drive  
 Green Bay, WI  
 Mailing address-1592 Rustic Way  
 Green Bay, WI 54313

Floor	Unit #	Unit type	Square Feet of Unit on First or Second Floor	Square Feet of Loft	Total unit S.F.
1 -	Unit 1	2 bedroom 2 bath	1,200		1,200
1 -	Unit 2	2 bedroom 2 bath	1,190		1,190
1 -	Unit 3	2 bedroom 2 bath accessible	1,198		1,198
1 -	Unit 4	1 bedroom 1 bath accessible	826		826
1 -	Unit 5	1 bath efficiency XL	576		576
1 -	Unit 6	1 bath efficiency XL	576		576
1 -	Unit 7	1 bedroom 1 bath	868		868
1 -	Unit 8	1 bedroom 1 bath	868		868
1 -	Unit 9	1 bedroom 1 bath	868		868
1 -	Unit 10	1 bedroom 1 bath	868		868
1 -	Unit 11	1 bath efficiency XL	576		576
1 -	Unit 12	1 bath efficiency XL	576		576
1 -	Unit 13	2 bedroom 2 bath den	1,307		1,307
1 -	Unit 14	1 bedroom 1 bath	826		826
1 -	Unit 15	2 bedroom 2 bath	1,116		1,116
1 -	Unit 16	1 bedroom 1 bath	901		901
1 -	Unit 17	2 bedroom 1 bath	1,090		1,090
2 & 3 -	Unit 18	1 bedroom loft 2 bath	800	330	1,130
2 & 3 -	Unit 19	1 bedroom loft 2 bath	812	510	1,322
2 & 3 -	Unit 20	1 bedroom loft 2 bath	790	428	1,218
2 -	Unit 21	2 bedroom 2 bath	1,146		1,146
2 -	Unit 22	2 bedroom 1 bath	980		980
2 -	Unit 23	1 bath efficiency XL	576		576
2 -	Unit 24	1 bath efficiency XL	576		576
2 -	Unit 25	1 bedroom 1 bath	868		868
2 -	Unit 26	1 bedroom 1 bath	868		868
2 -	Unit 27	1 bedroom 1 bath	868		868
2 -	Unit 28	1 bedroom 1 bath	868		868
2 -	Unit 29	1 bath efficiency XL	576		576



2 - Unit 30	1 bath efficiency XL	576		576
2 - Unit 31	2 bedroom 1 bath	980		980
2 - Unit 32	2 bedroom 1 bath	980		980
2 & 3 - Unit 33	2 bedroom loft 2 bath	1,005	359	1,364
2 & 3 - Unit 34	1 bedroom loft 2 bath	836	481	1,317
2 & 3 - Unit 35	1 bedroom loft 2 bath	719	481	1,200
2 & 3 - Unit 36	1 bedroom loft 2 bath	712	359	1,071
3 & 4 - Unit 37	2 bedroom loft 2 bath	1,045	442	1,487
3 & 4 - Unit 38	1 bedroom loft 2 bath	840	442	1,282
3 & 4 - Unit 39	loft 1 bath XL	576	260	836
3 & 4 - Unit 40	loft 1 bath XL	576	260	836
3 & 4 - Unit 41	1 bedroom loft 2 bath	868	465	1,333
3 & 4 - Unit 42	1 bedroom loft 2 bath	868	465	1,333
3 & 4 - Unit 43	1 bedroom loft 2 bath	868	465	1,333
3 & 4 - Unit 44	1 bedroom loft 2 bath	868	465	1,333
3 & 4 - Unit 45	loft 1 bath XL	576	260	836
3 & 4 - Unit 46	loft 1 bath XL	576	260	836
3 & 4 - Unit 47	2 bedroom loft 2 bath	1,045	442	1,487
3 & 4 - Unit 48	1 bedroom loft 2 bath	840	442	1,282
		40,512	7633	48,128

Building Data								
Floor	Gross S. F. per floor	XL Efficy	1 Bed 1 Bath Units	2 Bed 1 Bath Units	2 Bed 2 Bath Units	1 Bed 2 Bath Loft Units	2 Bed 2 Bath Loft	XL Lofts
Parking Level	16,000	0		0	0	0	0	
First Floor	17,650	4	7	1	5	0	0	
Second Fl.	17,540	4	4	3	1	6	1	0
Third Fl.	14,260	0	0	0	0	6	2	4
Loft Floor	4,590	0	0	0	0	0	0	0
	70,040	8	11	4	6	12	3	4



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Architecture, LLC

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MAILING: 1592 RUSTIC WAY  
GREEN BAY, WISCONSIN 54313  
Telephone: (920) 737-9769



Building Neighborhoods One Home at a Time

**LEXINGTON  
-HOMES-**

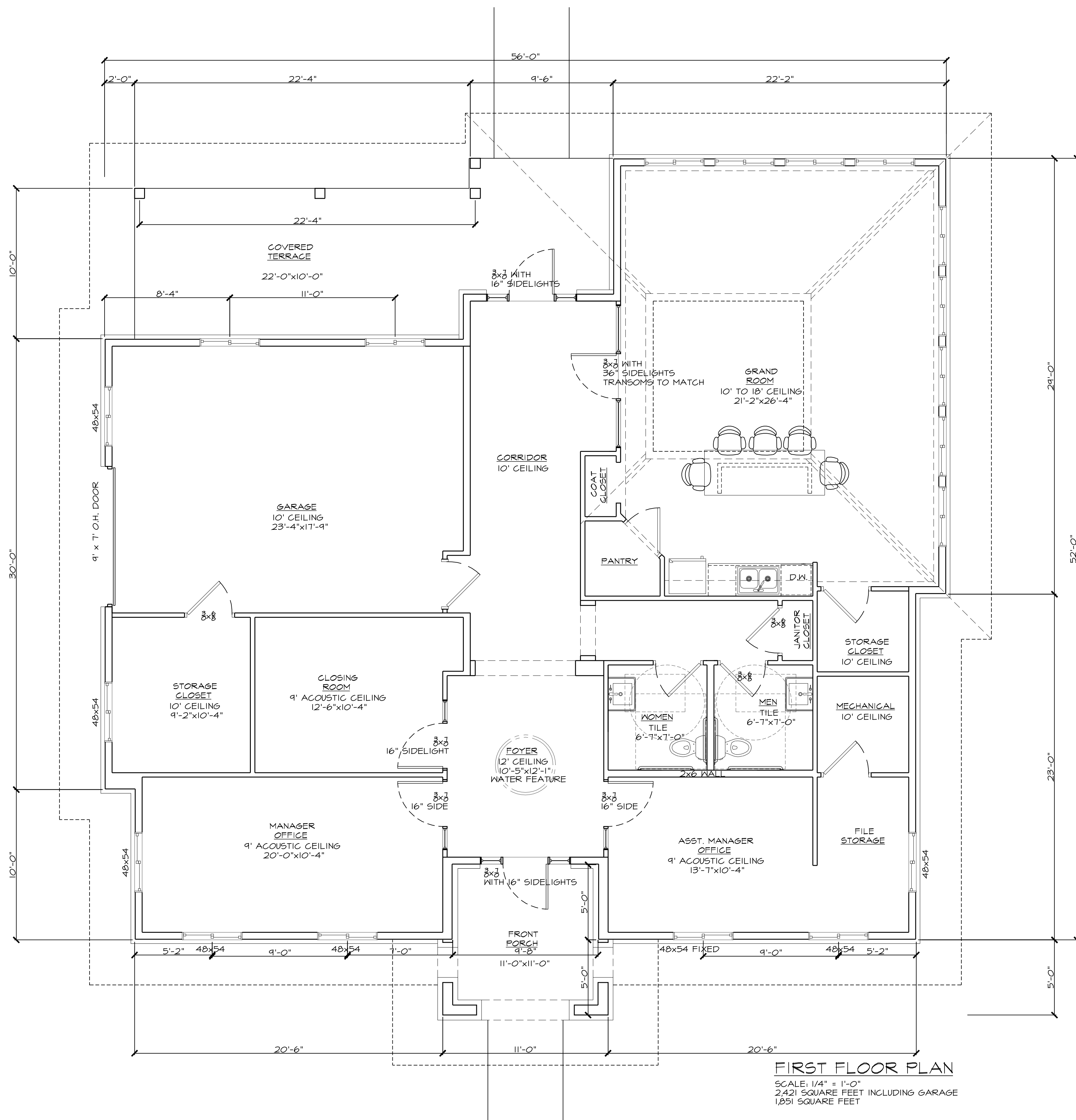
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Telephone: (920) 662-1611  
Fax: (920) 662-8204

EMAIL: gwells@lexingtonneighborhoods.com  
WEB: lexingtonneighborhoods.com

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**Cobblestone Creek**  
Clubhouse  
PLEASANT PRAIRIE, WISCONSIN



**FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"  
2,421 SQUARE FEET INCLUDING GARAGE  
1,851 SQUARE FEET

PRELIMINARY  
NOT FOR CONSTRUCTION

REVISION	DATE
XXX	XXXX

DATE  
4/12/2012  
PROJECT NO.  
461439

SHEET  
**A  
2.1**



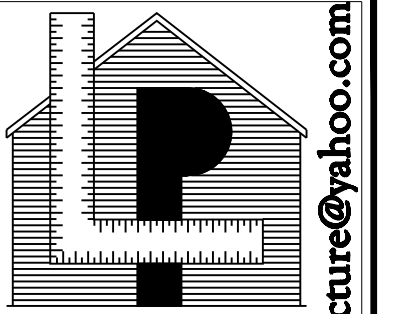
RIGHT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"



FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"



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Architecture, LLC

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Telephone: (920) 737-9769



*Building Neighborhoods One Home at a Time*

**LEXINGTON**  
**-HOMES-**

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One Home at a Time

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WEB: lexingtonneighborhoods.com

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**Cobblestone Creek**  
*Clubhouse*  
**PLEASANT PRAIRIE, WISCONSIN**

REVISION	DATE
XXX	XXXX

DATE: 4/12/2012  
PROJECT NO.: 461439

SHEET  
**A**  
**1.2**

PRELIMINARY  
NOT FOR CONSTRUCTION



Siteplan













Consider the request of G. Preston Kendall, agent for 104<sup>th</sup> Street LLC, owner of the property generally located east of 63<sup>rd</sup> Avenue and north of STH 165 for a **two (2) year extension for the Final Plat, Development Agreement and related documents and to extend the Preliminary Plat** approval for The Courts of Kensington Subdivision.

**Recommendation:**

Village staff recommends approval of the request subject to the comments and conditions of the Village Staff Report of May 7, 2012.

## VILLAGE STAFF REPORT OF MAY 7, 2012

Consider the request of G. Preston Kendall, agent for 104<sup>th</sup> Street LLC, owner of the property generally located east of 63<sup>rd</sup> Avenue and north of STH 165 for a **two (2) year extension for the Final Plat, Development Agreement and related documents and to extend the Preliminary Plat** approval for The Courts of Kensington Subdivision.

*On August 6, 2007 the Village Board conditionally approved the Preliminary Plat for The Courts of Kensington Subdivision pursuant to Resolution #07-45. The Preliminary Plat approval is valid for two (2) years; however prior to the expiration of the Preliminary Plat the Final Plat shall be approved unless an extension is granted.*

On September 24, 2007 the Plan Commission held a public hearing related to the Final Plat, Development Agreement and related documents and recommended that the Village Board approve the Final Plat and related documents provided that all conditions are satisfied prior to March 3, 2008.

On March 3, 2008, the Village Board granted a one (1) year extension to satisfy the conditions and for the Village Board to consider the Final Plat and related documents until March 3, 2009.

On March 2, 2009 the Village Board granted another extension of the Final Plat (until May 10, 2010) to comply with the conditions set forth at the September 24, 2007 Plan Commission public hearing and for the Village Board to consider the Final Plat and related documents. In addition, the Village Board granted an extension of the Preliminary Plat until May 10, 2010 pursuant Village Board Resolution #07-45.

On May 3, 2010 Dan Kane, agent for North Shore Bank, who owned the property received a two (2) year extension from the Village Board to consider the Final Plat for Stage 1 (to expire May 10, 2012) and for an extension of the Preliminary Plat (to expire May 10, 2012) pursuant Village Board Resolution #07-45.

At this time the new owner, 104<sup>th</sup> Street, LLC is requesting a two (2) year extension for the Village Board to consider the Final Plat (to expire May 10, 2014) and a two (2) year extension of the Preliminary Plat (to expire May 10, 2014).

Village staff recommends that the Village Board grant a conditional two (2) year extension to comply with the conditions set forth at the September 24, 2007 Plan Commission public hearing and for the Village Board to consider the Final Plat and related documents (until May 10, 2014). Furthermore, the Village staff recommends that the Preliminary Plat be extended until May 10, 2014 pursuant Village Board Resolution #07-45. A copy of said conditions and Resolution are on file with the Community Development Department. **In addition, to compliance with the conditions stated above, the extensions of the approval are subject to compliance with any additions, modifications or changes in Village, County, State or federal ordinances, polices or regulations that are in effect prior to the Final Plat being considered by the Village Board.**

Consider the request of Douglas Stanich, agent for a three (3) year extension of the **Zoning Map Amendment, Certified Survey Map, Easement Documents, Amendment of Restrictions Development Agreement and related documents** to the relocate the detention facilities from Lot 58 of the Whittier Heights First Addition Subdivision and Lots 76 and 77 of the Whittier Heights Third Addition Subdivision to an adjacent property west of the Subdivisions.

**Recommendation:**

Village staff recommends approval of the request subject to the comments and conditions of the Village Staff Report of May 7, 2012.

## VILLAGE STAFF REPORT OF MAY 7, 2012

Consider the request of Douglas Stanich, agent for a three (3) year extension of the **Zoning Map Amendment, Certified Survey Map, Easement Documents, Amendment of Restrictions Development Agreement and related documents** to the relocate the detention facilities from Lot 58 of the Whittier Heights First Addition Subdivision and Lots 76 and 77 of the Whittier Heights Third Addition Subdivision to an adjacent property west of the Subdivisions.

*On October 13, 2008 the Plan Commission held a public hearing related to a Zoning Map Amendment and consideration of a Certified Survey Map, Easement Documents, an Amendment of Restrictions Development Agreement, and related documents for the proposed relocation of the detention facilities from Lot 58 of the Whittier Heights First Addition Subdivision and Lots 76 and 77 of the Whittier Heights Third Addition Subdivision to an adjacent property west of the Subdivisions. The Plan Commission recommended that the Village Board approve the requests, provided that all conditions as specified during the October 13, 2008 Plan Commission meeting are satisfied prior to May 10, 2009.*

On March 2, 2009 the Village granted an extension (to expire May 10, 2010) for the Village Board to consider the Zoning Map Amendment, Certified Survey Map, Easement Documents, Amendment of Restrictions Development Agreement, and related documents for the proposed relocation of the detention facilities in the Whittier Heights Subdivision.

On May 3, 2010 the Village Board approved a two (2) year extension for the Village Board to consider the Zoning Map Amendment, Certified Survey Map, Easement Documents, Amendment of Restrictions Development Agreement, and related documents for the proposed relocation of the detention facilities in the Whittier Heights Subdivision (to expire May 10, 2012) subject to compliance with the Village Staff Report of October 13, 2008 and any Village Ordinance Amendments approved between October 2008 and May 2012.

At this time the Developer is requesting a three (3) year extension for the Village Board to consider the Zoning Map Amendment, Certified Survey Map, Easement Documents, Amendment of Restrictions Development Agreement, and related documents for the proposed relocation of the detention facilities in the Whittier Heights Subdivision (to expire May 10, 2015).

**Village staff recommends that the Village Board grant a conditional two (2) year extension only (until May 10, 2014) subject to compliance with the Village Staff Report of October 13, 2008. A copy of said conditions are on file with the Community Development Department. In addition, to compliance with the conditions stated above, the extensions of the approval are subject to compliance with any additions, modifications or changes in Village, County, State or federal ordinances, polices or regulations that are in effect prior to the Final Plat being considered by the Village Board.**



# MEMO

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

TO: Mike Pollocoff, Village Administrator

FROM: Mike Spence, Village Engineer

CC: Jean Werbie-Harris, Community Development Director  
Jane Romanowski, Village Clerk

DATE: May 1, 2012

SUBJ: Release of Access Restriction Lot 81 Ashbury Creek

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Attached is a request from Susan DeBartolo, the owner of Lot #81-Ashbury Creek. She is asking that the access restriction along the westerly 67.2ft of lot 81 be released. Her lot is a corner lot that fronts Ashbury Lane and 94<sup>th</sup> Avenue. She wants to orient her house such that her driveway access would be off of Ashbury Lane and not 94<sup>th</sup> Avenue.

I have reviewed her request and I recommend approval of the access restriction. I would rather have the driveway located off of Ashbury Lane than 94<sup>th</sup> Avenue. This is because 94<sup>th</sup> Avenue is an arterial street and I would rather have more cars backing out onto the roadway on the lesser traveled roadway (Ashbury Lane).

If this request is approved by the Village Board, an affidavit of alteration document will be prepared by the surveyor to be executed by the Village and the property owner for recording.

R E C E I V E D  
APR 30 2012

BY: \_\_\_\_\_

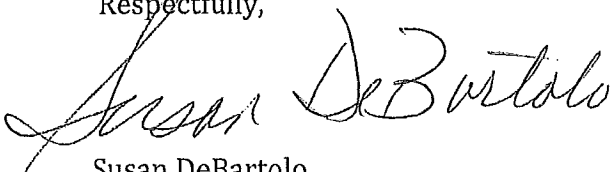
4/30/2012

RE: Lot #81, Ashbury Creek Subdivision  
Pleasant Prairie, WI

Dear Pleasant Prairie Village Board,

I Susan DeBartolo (formerly known as Susan Briggs) hereby request that the access restriction along the westerly 67.2ft of Lot 81 Ashbury Creek be released. I would like to build my home facing west and would prefer to have my driveway access on Ashbury Lane. Please see the attached plat of survey with revisions addressing the questions from the Village of Pleasant Prairie's engineering department. I understand that there may be an additional cost to me for the village to draft the restriction release document if approved by the Village Board.

Respectfully,



Susan DeBartolo

Owner

Lot #81, Ashbury Creek

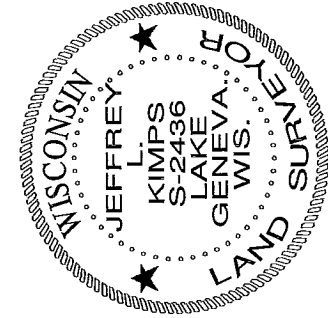
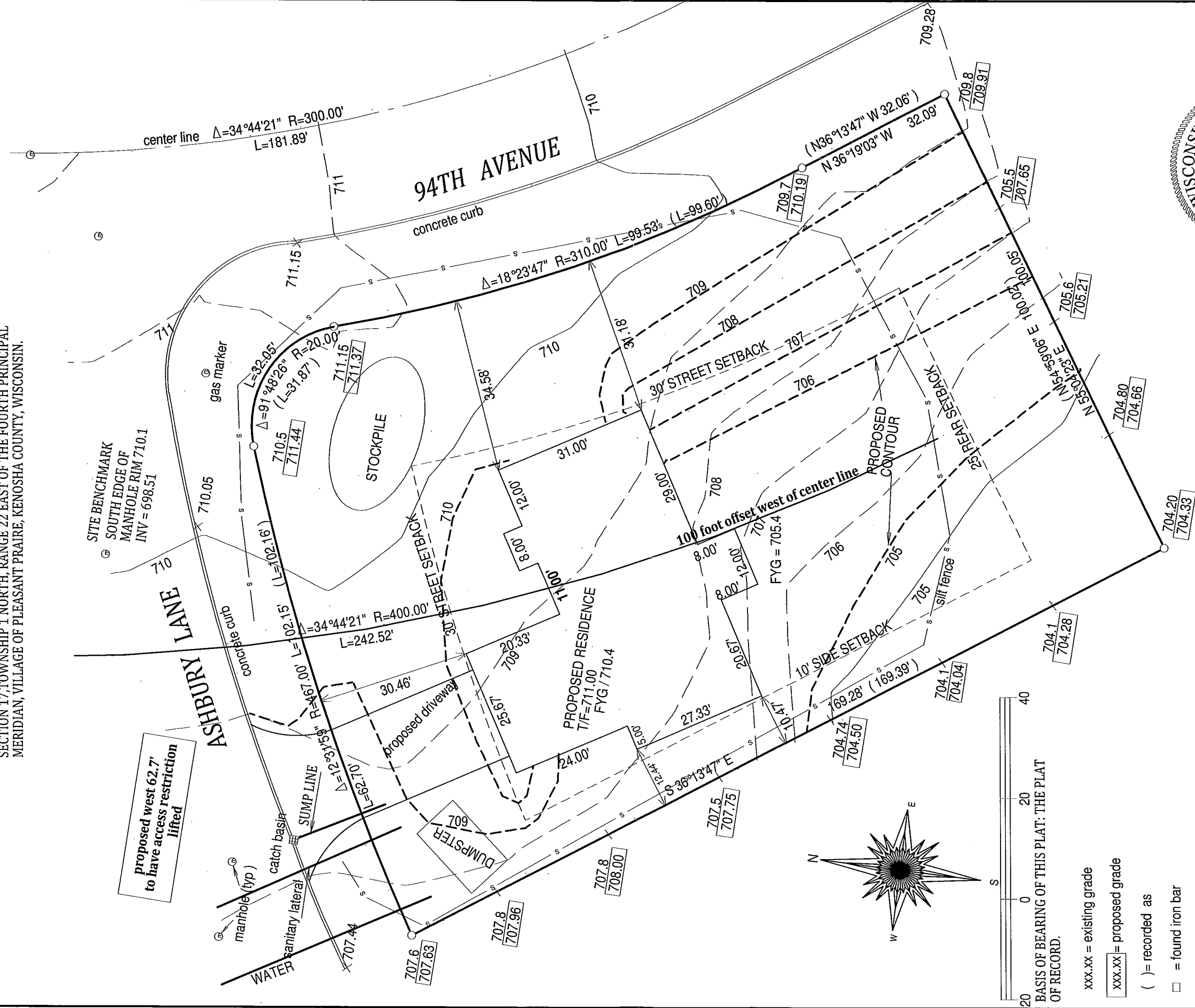
PREPARED FOR  
HUXHOLD BUILDERS

# PLAT OF SURVEY

PATHFINDER SURVEYING INC.  
(formerly)  
J.K. SURVEYING INC.  
P.O. BOX 322  
LAKE GENEVA, WI. 53147  
WWW.PATHFINDERSURVEYING.NET  
262-248-8303

- OF -

LOT 81 ASHBURY CREEK SUBDIVISION, BEING PART OF THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 8, AND THE NE 1/4 AND NW 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRE, KENOSHA COUNTY, WISCONSIN.



NOTE: WATER, STORM AND SANITARY LATERAL LOCATIONS TAKE FROM 2007 AS-BUILT BY NMB ENGINEERING AND SURVEYING

REVISED 4/30-2012 ADDED SUMP LINE AND SAN LAT. LOCATION

"I hereby certify that I have surveyed the above described property and that the above map is a true representation of its exterior boundary and shows the size and location of all visible structures, apparent easements and encroachments if any."

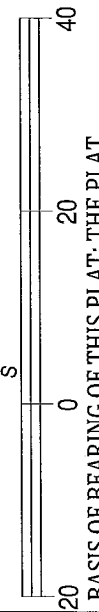
This survey is made for the present owners of the property, and those who purchase, mortgage, or guarantee the title thereto, within one year from the date hereof.

DATED THIS 22ND DAY OF MARCH, 2012.

JOB # 12-26

TAX ID #

JEFFREY L KIMPS S - 2436  
Wisconsin Registered Land Surveyor  
(original if signed in red)



- xxx.xx = existing grade
- xxx.xx = proposed grade
- ( ) = recorded as
- = found iron bar
- = found iron pipe
- = set iron pipe
- = set iron bar

SCALE 1" = 20'





# MEMO

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

TO: Mike Pollocoff, Village Administrator

FROM: Mike Spence, Village Engineer

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

DATE: May 1, 2012

SUBJ: Bids for the 77<sup>th</sup> Street/109<sup>th</sup> Avenue Water Main Extension

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Sealed bids for the above referenced project were received until 2 p.m. on April 19, 2012, at the Village Hall Auditorium and were publicly opened and read aloud. Copies of the bid tabulation are enclosed for your reference.

The bids were for the construction of the 77<sup>th</sup> Street/109<sup>th</sup> Avenue water main extension. The work will include clearing and grubbing, excavation, and installation approximately 2,030 linear feet of 8" to 12" water main, valves and fire hydrants.

A total of seven bids were received for this project. The lowest bid was submitted by Reesman's Excavating & Grading, Inc. of Burlington, Wisconsin, in the amount of \$150,760.85. The second low bid was submitted by A. W. Oakes & Son, Inc. of Racine, Wisconsin, in the amount of \$155,157.50. The high bid was submitted by D K Contractors, Inc. of Pleasant Prairie in the amount of \$205,894.00.

The engineer's estimate was \$171,000. Reesman is the lowest responsive and responsible bidder. It is my opinion and that of our design engineer (see attached) that the Village award the Contract to Reesman's Excavating and Grading in the amount of \$150,760.85.

Following the formal award by the Village Board, we will prepare the necessary documents for execution by the Village and the Contractor.

April 20, 2012

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

Attn: Mr. Mike Spence, P.E.  
Village Engineer

Re: Letter of Recommendation  
77th Street / 109th Avenue Water Main Extension  
Project No. R11-0007-105

Dear Mike,

In accordance with your Official Notice to Bidders, sealed bids for the above referenced project were received until 2:00 p.m. on April 19, 2012, at the Village Hall and were publicly opened and read aloud. A copy of the bid tabulation is enclosed for your reference.

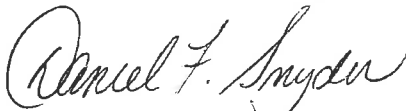
A total of seven (7) bids were received for this project. The low bid was submitted by Reesman's Excavating & Grading, Inc. of Burlington, Wisconsin, in the amount of \$150,760.85. The second low bid was submitted by A. W. Oakes & Son, Inc. of Racine, Wisconsin, in the amount of \$155,157.50. The high bid was submitted by D K Contractors, Inc. of Pleasant Prairie, Wisconsin, in the amount of \$205,894.00.

We have reviewed the bids and in our opinion, Reesman's Excavating & Grading, Inc. is the lowest responsive and responsible bidder. Therefore, it is our recommendation that the Village award this project to Reesman's Excavating & Grading, Inc. in the amount of \$150,760.85.

Please contact us if you have any questions regarding this project.

Sincerely,

CRISPELL-SNYDER, INC.



Daniel F. Snyder, P.E.  
Chief Executive Officer

/pat

Encl: As Noted

**Lake Geneva**  
700 Geneva Pkwy.  
P.O. Box 550  
Lake Geneva, WI 53147  
262.348.5600  
FAX 262.348.9979

**Milwaukee Regional**  
W175 N11081 Stonewood Dr.  
Suite 103  
Germantown, WI 53022  
262.250.8000  
FAX 262.250.8011

**Madison**  
5315 Wall Street  
Suite 165  
Madison, WI 53718  
608.244.6277

**Racine**  
6011 Durand Ave.  
Suite 500  
Racine, WI 53406  
262.554.8530  
FAX 262.554.1503

**Fox Valley**  
P.O. Box 10  
Bear Creek, WI 54922  
715.752.4620  
FAX 715.752.4595

# Bid Tabulation

**Project Name:** 77th Street / 109th Avenue  
Water Main Extension  
**Owner:** Village of Pleasant Prairie  
Kenosha County, Wisconsin

**Bid Date:** April 19, 2012  
**Time:** 2:00 p.m.  
**Project No.** R11-0007-105

<b>CONTRACTOR</b>				Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105		A. W. Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406		Willkomm Exc. & Grdg., Inc. 17108 County Line Road Union Grove, WI 53182		The Wanasek Corp. 29606 Durand Avenue Burlington, WI 53105		Mainline Sewer & Water, Inc. 11430 W. Bluemound Road Wauwatosa, WI 53226	
<b>BID SECURITY</b>				5% BB      X		5% BB      X		5% BB      X		5% BB      X		5% BB      X	
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
1	12" Water Main	LF	1,862	\$51.00	\$94,962.00	\$50.50	\$94,031.00	\$55.00	\$102,410.00	\$52.00	\$96,824.00	\$63.00	\$117,306.00
2	8" Water Main	LF	91	\$52.85	\$4,809.35	\$45.50	\$4,140.50	\$70.00	\$6,370.00	\$60.00	\$5,460.00	\$72.00	\$6,552.00
3	12" Butterfly Valve and Box	EA	10	\$1,619.00	\$16,190.00	\$1,970.00	\$19,700.00	\$1,802.00	\$18,020.00	\$2,100.00	\$21,000.00	\$1,960.00	\$19,600.00
4	8" Gate Valve and Box	EA	2	\$1,515.00	\$3,030.00	\$1,850.00	\$3,700.00	\$1,630.00	\$3,260.00	\$1,900.00	\$3,800.00	\$1,680.00	\$3,360.00
5	6" Auxiliary Hydrant Valve and Box	EA	3	\$925.00	\$2,775.00	\$1,375.00	\$4,125.00	\$1,216.00	\$3,648.00	\$1,500.00	\$4,500.00	\$1,335.00	\$4,005.00
6	6" Hydrant Lead	LF	66	\$73.25	\$4,834.50	\$51.00	\$3,366.00	\$63.00	\$4,158.00	\$65.00	\$4,290.00	\$56.00	\$3,696.00
7	Hydrant	EA	7	\$3,395.00	\$23,765.00	\$3,585.00	\$25,095.00	\$2,992.00	\$20,944.00	\$3,900.00	\$27,300.00	\$3,500.00	\$24,500.00
8	Air Release Assembly	EA	1	\$395.00	\$395.00	\$1,000.00	\$1,000.00	\$559.00	\$559.00	\$750.00	\$750.00	\$815.00	\$815.00
<b>TOTAL - (BASE BID) - ITEMS 1 thru 8, INCLUSIVE...</b>				<b>Total</b>	<b>\$150,760.85</b>	<b>Total</b>	<b>\$155,157.50</b>	<b>Total</b>	<b>\$159,369.00</b>	<b>Total</b>	<b>\$163,924.00</b>	<b>Total</b>	<b>\$179,834.00</b>

# Bid Tabulation

**Project Name:** 77th Street / 109th Avenue  
Water Main Extension  
**Owner:** Village of Pleasant Prairie  
Kenosha County, Wisconsin

**Bid Date:** April 19, 2012  
**Time:** 2:00 p.m.  
**Project No.** R11-0007-105

<b>CONTRACTOR</b>				Super Excavators, Inc. N59 W14601 Bobolink Avenue Menomonee Falls, WI 53051		D K Contractors, Inc. 11013 - 122nd Street Pleasant Prairie, WI 53158					
<b>BID SECURITY</b>				5% BB      X		5% BB      X		5% BB		5% BB	
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total
1	12" Water Main	LF	1,862	\$65.00	\$121,030.00	\$73.00	\$135,926.00				
2	8" Water Main	LF	91	\$52.00	\$4,732.00	\$66.00	\$6,006.00				
3	12" Butterfly Valve and Box	EA	10	\$1,750.00	\$17,500.00	\$1,785.00	\$17,850.00				
4	8" Gate Valve and Box	EA	2	\$1,550.00	\$3,100.00	\$1,720.00	\$3,440.00				
5	6" Auxiliary Hydrant Valve and Box	EA	3	\$1,100.00	\$3,300.00	\$1,242.00	\$3,726.00				
6	6" Hydrant Lead	LF	66	\$68.00	\$4,488.00	\$79.00	\$5,214.00				
7	Hydrant	EA	7	\$3,750.00	\$26,250.00	\$4,613.00	\$32,291.00				
8	Air Release Assembly	EA	1	\$425.00	\$425.00	\$1,441.00	\$1,441.00				
<b>TOTAL - (BASE BID) - ITEMS 1 thru 8, INCLUSIVE...</b>				<b>Total</b>	<b>\$180,825.00</b>	<b>Total</b>	<b>\$205,894.00</b>	<b>Total</b>		<b>Total</b>	

## **Bid Tabulation - Schedule of Supplemental Unit Prices**

**Project Name:** 77th Street / 109th Avenue  
**Owner:** Water Main Extension  
Village of Pleasant Prairie  
Kenosha County, Wisconsin

**Bid Date:** April 19, 2012  
**Time:** 2:00 p.m.  
**Project No.** R11-0007-105

<b>CONTRACTOR</b>			Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105	A. W. Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406	Willkomm Exc. & Grdg., Inc. 17108 County Line Road Union Grove, WI 53182	The Wanasek Corp. 29606 Durand Avenue Burlington, WI 53105	Mainline Sewer & Water, Inc. 11430 W. Bluemound Road Wauwatosa, WI 53226
No.	Item	Unit	Price	Price	Price	Price	Price
<b>Utility Construction - General:</b>							
1	Rock excavation.	CY	\$350.00	\$1,000.00	\$300.00	\$300.00	\$80.00
2	No. 3 crushed stone, 2 inch size, for unstable trench bottom, including excavation of unsuitable material.	CY	\$45.00	\$50.00	\$40.00	\$35.00	\$45.00
3	Granular backfill, ordered to replace excavated material backfill, including disposal of excavated material.	CY	\$40.00	\$95.00	\$50.00	\$28.00	\$50.00
4	Granular backfill, to support underground structures.	CY	\$50.00	\$75.00	\$40.00	\$35.00	\$35.00
5	Reinforced concrete beam, to support underground structures.	LF	\$500.00	\$1,500.00	\$250.00	\$500.00	\$400.00
6	Insulation.	LF	\$16.00	\$50.00	\$20.00	\$10.00	\$12.00

## **Bid Tabulation - Schedule of Supplemental Unit Prices**

**Project Name:** 77th Street / 109th Avenue  
**Owner:** Water Main Extension  
Village of Pleasant Prairie  
Kenosha County, Wisconsin

**Bid Date:** April 19, 2012  
**Time:** 2:00 p.m.  
**Project No.** R11-0007-105

<b>CONTRACTOR</b>			Super Excavators, Inc. N59 W14601 Bobolink Avenue Menomonee Falls, WI 53051	D K Contractors, Inc. 11013 - 122nd Street Pleasant Prairie, WI 53158			
No.	Item	Unit	Price	Price	Price	Price	Price
<b>Utility Construction - General:</b>							
1	Rock excavation.	CY	\$250.00	\$500.00			
2	No. 3 crushed stone, 2 inch size, for unstable trench bottom, including excavation of unsuitable material.	CY	\$45.00	\$50.00			
3	Granular backfill, ordered to replace excavated material backfill, including disposal of excavated material.	CY	\$45.00	\$40.00			
4	Granular backfill, to support underground structures.	CY	\$30.00	\$50.00			
5	Reinforced concrete beam, to support underground structures.	LF	\$200.00	\$1,000.00			
6	Insulation.	LF	\$5.00	\$25.00			

**VILLAGE OF PLEASANT PRAIRIE  
RESOLUTION #12-15**

**WHEREAS**, public works services provided in our community are an integral part of our citizens' everyday lives; and

**WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

**WHEREAS**, the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works employees; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

**NOW, THEREFORE, BE IT RESOLVED** that the Village of Pleasant Prairie hereby proclaims the week of May 20, 2012, as ***National Public Works Week*** in the Village of Pleasant Prairie and urges all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works employees make every day to our health, safety, comfort, and quality of life.

**Adopted this 7<sup>th</sup> day of May, 2012.**

**VILLAGE OF PLEASANT PRAIRIE**

---

John Steinbrink  
Village President

ATTEST:

---

Jane Romanowski  
Village Clerk



Office of the Village  
Director of Public Works  
**John Steinbrink, Jr.**

**To:** Michael Pollocoff  
**From:** John Steinbrink Jr.  
**Subject:** Contracted Lab Services  
**Date:** May 1, 2012

I am requesting approval of contract for laboratory services. The Village operates a laboratory located at the abandoned Sewer D treatment plant. The Village staffs one lab operator at the Sewer D Lab. The lab is used to complete WDNR required lab work. Other lab tests include Sanitary Sewer Surcharge testing and water sample testing. The Village abandoned the two treatment plants late in 2011 which significantly decreased the amount of lab work required.

Public Works recently completed a cost analysis of the cost to complete these tests in-house and compared these costs to contracted lab costs. The following numbers of lab work samples were compared and costs evaluated:

Sanitary Sewer Surcharge (SSS) of 756 samples per year. Each sample is tested for Biological Oxygen Demand (BOD), Total Suspended Solids (TSS), and Phosphorous (Phos). 156 of those samples are tested for Fat, Oil, and Grease (FOG). Other tests include, Total Coliform bacteria (Bac-T) testing 12 samples monthly (144 annually) in the Village distribution system, 40 beach samples (20 each for Lake Andrea and Lake Michigan Beach), and 166 well samples.

Lab Name	SSS	FOG	Bac-T	Shipping	Annual Cost
CT Laboratory	\$32.00	\$43.00	\$15.00	\$1.61	\$37,932.00
Northern Lake	\$35.00	\$44.00	\$15.00	\$0.00	\$38,574.00
Commercial Lab	\$31.00	\$56.00	\$18.50	\$1.84	\$40,674.67
SF Analytical	\$42.18	\$36.00	\$15.00	\$1.67	\$44,594.41
Pleasant Prairie Lab	\$76.08	\$85.00	\$15.00	\$0.00	\$76,026.48
Gabriel Labs	\$101.00	\$65.00	\$15.00	\$1.84	\$93,773.67

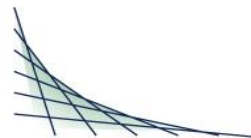
The costs to test these samples are paid for by users of the programs. Most of the SSS is paid for by users of the Industrial Park, and Bac-T by property owners who have the test completed. Distribution and beach samples are paid for by the Water Utility.

The Pleasant Prairie lab is permitted by WDNR and will stay available for laboratory work until the end of 2012. At that time a decision will be made to keep the lab permitted or not. All savings will be passed on to the users of the lab services by ordinance revision. Lab personnel will be assigned maintenance duties within the Utility department.

CT Laboratories submitted the best lab sampling value for the Village. A list of references and qualifications are attached. I recommend awarding a contract to CT Laboratories for lab sampling through 2013.

\* \* \* \* \*





## Qualifications and Capabilities

CT Laboratories is a full service environmental laboratory with over 20 years experience providing analytical support for DoD, EPA and other Federal projects nationwide.

- **Woman-owned small business** under NAICS code 541380 – Testing Laboratories
- Direct analytical laboratory services contracts with USACE Baltimore, Kansas City, Louisville and Omaha Districts
- Extensive commercial, State-required and client-specific EDD Capabilities: ADR, ERIS, ERPMIS, SEDD State 1/2A, EQUIS, GIS/Key, GEMS, KY COMPASS, WI DNR LRS
- Laboratory staff with average tenure >10 years
- Dedicated Project Managers with bench chemist experience
- Specialty analyses and method development capabilities

### Capabilities

In addition to our routine analytical methodologies, CT Laboratories routinely develops new methods and procedures to fulfill project needs. These projects range from EPA Watershed TMDLs requiring Algal Growth Potential, Ultimate BOD and Chlorophyll A to bioremediation monitoring including Volatile Fatty Acids, RSK-175 dissolved gasses, and Soil Oxidant Demand. Specialty analytical offerings include:

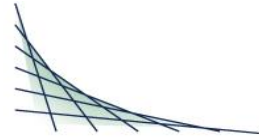
- **Method 8330B Explosives**, including multi-increment sample puck mill grinding preparation
- Nitrocellulose in soil, based on our participation in the validation study of CRREL/ERDC's laboratory SOP
- Method development for analysis of propriety pesticides on same-day basis for a confidential client
- Elutriate and sediment testing
- Waste characterization, concrete cores, wipe samples
- Physical properties: sieve analysis, bulk density, porosity
- EDB by Method 8011
- Glycols by Method 8015M

### Current Approvals, Assessments and Certifications

- **DoD ELAP Accreditation**
- Multiple NELAP State certifications:
  - Illinois
  - Kansas
  - New Jersey
  - Pennsylvania
  - Louisiana
  - North Carolina (pending)
- Individual State certifications:
  - Wisconsin
  - Wisconsin Drinking Water
  - Kentucky
  - North Dakota
  - Ohio VAP (pending)
- Multiple State reciprocal approvals
- USDA Soil Permit

# CT LABORATORIES

delivering more than data from your environmental analyses



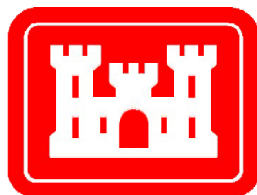
## Selected Project Experience Wisconsin Landfills

CT Laboratories is a full service environmental laboratory located in Baraboo, Wisconsin, providing analytical services to clients nationwide since 1987. We are a **woman-owned small business** under NAICS Code 541380 – Testing Laboratories. Our extensive municipal and commercial landfill monitoring projects include:

Adams County RR	Monroe County Ridgeville
Adams-Friendship	Monroe County Interim
Appleton-Mackville	Neillsville
Argyle	Oxford
Baraboo	Portage
Boscobel	Refuse Hideaway
Burke	Rhineland City
Chippewa Falls	Sauk County Sanitary
Columbia County Solid Waste	Schuster Drive
Dane County	Sherman
Dresel	Spring Green
Eden	Tri-City Sanitation – old & new
Fadowski Drum	Tri-County Disposal
Fort McCoy Demo, LF #'s 1-7	Watertown
Grede Foundry	Waupun – old and new
Hawkins	Wesby
Isle la Plume	Wheaton
Janesville	Whitehall
Juneau County	Wisconsin Rapids
Lancaster	Veolia – multiple landfills
Medford	Waste Management – multiple landfills

# CT LABORATORIES

delivering more than data from your environmental analyses



## DOD Project Experience

### USACE Projects

CT Laboratories holds current analytical laboratory services contracts with the Louisville, Omaha, St. Paul and Kansas City Districts.

OB/OD Site Groundwater, Savanna Army Depot IL  
Louisville District Lakes Water Quality Testing  
Kansas City District Lakes Water Quality Testing  
St. Paul District Mississippi River Sediment  
Chicago District Sediment/Elutriate Testing  
41 Michigan FUDS Site Characterizations/Closures  
Ravenna AAP, OH  
TCAAP Explosives  
Pueblo Chemical Depot, CO  
Ft. Campbell, KY  
Badger Army Ammunition Plant, WI  
Iowa Army Ammunition Plant  
Camp Ellis, IL Range Survey  
Ft. Wingate, NM Explosives Survey  
Kingsman Army Airfield, AZ

Ft. Hamilton, Brooklyn, NY  
SWMU 87 & 88, Ft. Carson, CO  
Ft. Leonard Wood, MO  
Camp Reynolds, Mercer County, PA  
McConnell AFB, KS  
FNOS Forest Park, IL  
Jefferson Proving Grounds IN  
former Kinchloe Air Force Base MI  
KSAAP Explosives  
Roosevelt USARC, NJ  
Lordstown Ordnance Depot, OH  
Nike D-54/55, Riverview, MI  
Nike C-32, IN  
Former Nansmond Ordnance Depot, VA  
Ft. Meade/Tipton Airfield, MD

### Air Force/AFCEE Projects

McGuire AFB, NJ Tank Farm  
Scott AFB, IL  
Kunsan / Osan AFBs Korea  
Grand Forks AFB ND

General Mitchell ARS, WI  
Ellsworth AFB, SD  
Nationwide Soil Survey –  
25 bases in 17 States



### Coast Guard Projects

Coast Guard Facilities:  
Plum Island, WI  
Middle Island, MI  
Passage Island, MI

Pilot Island, WI  
Kenosha, WI  
Saginaw, MI  
Grand Haven, MI

Belle Island, MI  
Traverse City, MI  
Sault St. Marie, MI  
Port Huron, MI

### Navy Projects

Naval Air Station Willow Grove, PA  
Naval Reserve Center La Crosse, WI  
NSWC Indian Head, MD

NWS Yorktown, VA  
Philadelphia Navy Shipyard, PA  
MCB Camp Lejeune, NC

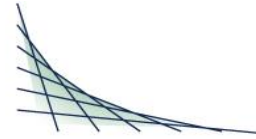


### National Guard Projects

178<sup>th</sup> Fighter Wing, OH  
Hulman Regional ANG, IN  
Twin Cities ANG, MN

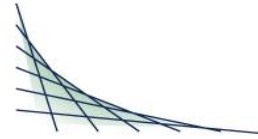
Alpena ANG, MI  
Selfridge ANG, MI  
Truax ANG, WI

Ft. Wayne ANG, IN  
Volk Field CRTC,  
Sioux City ANG, IA



## Selected Project Experience Manufacturing Clients

- Client:** **Consumer Products Manufacturer**  
**Description:** Nationwide site characterization testing in support of real estate transfers for international manufacturer of building and plumbing products. >30 plants in 20 States. Soil and groundwater analyzed for project-specific analytes, including Volatile and Semivolatile Organics, PAHs, Pesticides, PCBs, DRO/GRO/TPH, Metals, Anions, Cyanide, TOC, Coliform.
- Client:** **Heat Transfer Products Manufacturer**  
**Description:** Manufacturer of heating and cooling products for agriculture, automotive, industrial construction, fuel cells and electronics industries. Weekly/monthly/quarterly wastewater monitoring at 9 plants in 5 States: Metals, Anions, Cyanide, Oil & Grease, BOD, COD, TSS.
- Client:** **Ferrous Metals Foundry**  
**Description:** Multiple projects from multiple Wisconsin locations, including routine foundry slag, sand, and bag house and furnace dust for Metals. Waste characterization samples for Metals, Volatile and Semivolatile Organics. Transformer oil samples for PCBs.
- Client:** **Major US Auto Maker Truck Assembly Plant**  
**Description:** Multiple projects including drinking water monitoring for Volatile Organics, Coliform, Nitrates/Nitrites. Wastewater treatment plant monitoring for Metals and PCBs. Storm/Oil Separator monitoring for Metals, Volatile Organics, Anions, Cyanide, Oil & Grease, Phosphorous, BOD, COD. Soil characterization for DRO/GRO and Metals. Lithium investigation sampling.
- Client:** **Fluorescent Ballast and LED Driver Manufacturer**  
**Description:** Multiple projects at 4 facilities in 3 States, including groundwater monitoring for Volatile Organics. Routine wastewater analysis for Metals, BOD, Coliform, Anions, Ammonia, TKN, Phosphorus, Chloride.
- Client:** **Metallic and Flexible Label Manufacturer**  
**Description:** Multiple projects including weekly/monthly/quarterly wastewater monitoring for total recoverable Metals; drinking water monitoring for Volatile Organics, Metals, Anions, Coliform; filtrate analysis for total recoverable Metals, Cyanide, Phosphorus, Anions.



## Select Project Experience: City of Milwaukee / MMSD Projects

CT Laboratories has over 20 years' history providing analytical support for a wide variety of municipal wastewater treatment plant and remediation projects, in Wisconsin and nationwide, including several for MMSD. CT Laboratories is a **woman-owned, small business** under NAICS Code 541380 – Testing Laboratories.

**Project:**        **27<sup>th</sup> Street Sewer Project, Milwaukee, WI**

**Description:** MMSD project. Soil and water samples submitted for Method 8260B VOCs, Method 8270C SVOCs, Method 8082 PCBs, Method 6010B Metals, Method 7470A/7471A Mercury, and Hexavalent Chromium. Standard and expedited turnaround times. Deliverables: Electronic Level IV data validation packages and client-specific EDD format.

**Project:**        **MMSD SS Blower, Milwaukee, WI**

**Description:** MMSD project. Soil samples submitted for WI Diesel Range Organics and Gasoline Range Organics, VOCs, SVOCs, ICP Metals and Mercury. Deliverables: Electronic Level IV data validation packages and client-specific EDD format.

**Project:**        **City of Milwaukee, Trench Discharge Monitoring**

**Description:** Performed under direct contract with the City of Milwaukee. Surface water samples analyzed for Method 8260B VOCs, Method 1664A Oil & Grease, ICP Metals and Mercury, Total Suspended Solids.

**Project:**        **City of Milwaukee, Stormwater Monitoring**

**Description:** Performed under direct contract with the City of Milwaukee. Surface water samples analyzed for Fecal Coliform, Ammonia, Cyanide Total Phosphorus, ICP Metals, pH and Total Suspended Solids.

# Statewide Services, Inc.

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Claim Division

1241 John Q. Hammons Dr.  
P.O. Box 5555  
Madison, WI 53705-0555  
877-204-9712

April 27, 2012

Village of Pleasant Prairie  
Attn: John Steinbrink Jr  
9915 39<sup>th</sup> Ave  
Pleasant Prairie, WI 53158

RE: Our Claim #: WM000372500283  
Date of Loss: 03/22/2012  
Claimants: Fred & Mary McBeth  
9838 Wilmot Rd  
Pleasant Prairie, WI 53158

Robert & Lori Larson  
9908 Wilmot Rd  
Pleasant Prairie, WI 53158

Dear Mr. Steinbrink:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the Village of Pleasant Prairie. We are in receipt of the above-stated claim, in which the claimants sustained property damage as the result of a leak in the Village's water main.

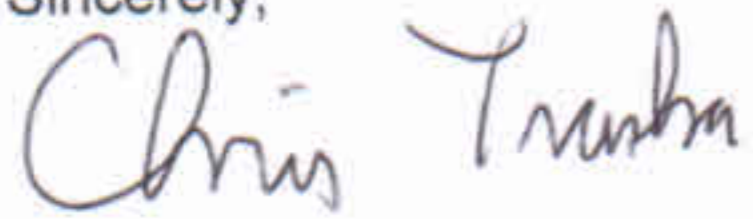
Our investigation has revealed that the Village of Pleasant Prairie was not negligent for this incident. Therefore, we recommend that the Village disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will allow us to shorten the statute of limitations period to six months. Our decision is based on the fact that the incident was neither intended nor foreseeable on the part of the Village. As soon as you received notice of the situation, you responded and corrected the problem. There would be no negligence on the part of the Village unless you knew or should have known about the problem and had adequate time to resolve the problem.

Further, if any liability were to be found on the Village, you would be entitled to governmental immunity. A municipality is granted immunity when its employees use discretion in carrying out governmental activities or functions.

I have enclosed a sample Notice of Disallowance for your use, should you choose to use it, or you may use your own. Please send your disallowances, on your letterhead, directly to the claimants at the above listed addresses. This should be sent certified or registered (restricted) mail and must be received by the claimants within 120 days after you received the claim. Please send me copies of the letters for our file.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Chris Traska". The signature is written in a cursive style with a large initial "C" and a long, sweeping tail on the "a".

Chris Traska  
Property Claims Manager  
Statewide Services, Inc  
PO Box 7424  
Madison, WI 53707-7424  
Office: 608-828-5480  
Fax: 866-845-2468  
[ctraska@statewidesvcs.com](mailto:ctraska@statewidesvcs.com)

CC: Rick Kalscheuer, Agent

Enclosure

**TENTATIVE AGREEMENTS**  
**BETWEEN**  
**VILLAGE OF PLEASANT PRAIRIE**  
**AND**  
**LOCAL 320, WISCONSIN PROFESSIONAL**  
**POLICE ASSOCIATION**

**March 30, 2012**

Submitted by:  
Village of Pleasant Prairie  
Village of Pleasant Prairie Police Department  
Buelow Vetter Buikema Olson & Vliet, LLC  
Mark L. Olson  
20855 Watertown Road, Suite 200  
Waukesha, WI 53186  
(262) 364-0256



1. ARTICLE I – RECOGNITION (Page 2): Revise to read “Wisconsin Professional Police Association”, Line 8.

2. ARTICLE VI – HOURS OF WORK WEEK, HOURS AND OVERTIME. (pages 4-7):

A. Section 6.06 – Work Shifts: Add an additional power shift, for K9 Officer, to list of approved shifts.

- Shift to be established between the hours of 8 pm and 4 am.
- Second sentence of Paragraph 1 of the Memorandum of Understanding: Canine Officer (page 26 of contract) to be revised to read as follows:

“The remaining five (5) hours is to be used at the discretion of the Chief (including location of these 5 hours within the work shift) for the purpose of maintenance of the animal.”

- Delete Paragraph 4 of Memorandum of Understanding, and renumber remaining paragraphs 5, 6 and 7 accordingly.

3. ARTICLE VII – SENIORITY (Pages 7-8):

Section 7.02 – Probation: Revise

“...Fifteen (15) months” to “eighteen (18) months”, lines 3-4.

4. Section 8.02 – Wisconsin Retirement System Contribution:

1. Employee to contribute 3%, effective March 1, 2012.

2. Employee to contribute 5.9%, effective January 1, 2013.

5. ARTICLE XI – VACATIONS (Pages 9-10):

A. Section 9.02 - Termination: Add the following, at line 26:

“...or if the employee’s employment is terminated by the Village.”

B. Section 9.04 0 Scheduling Based on Seniority: Add the following: “Regular off days, contiguous to vacation days, shall be treated in the same fashion as the vacation days and not subject to call-in, except in case of emergency.”

6. ARTICLE XI – SICK LEAVE (Pages 10-12):

A. Section 11.02 – Accrual: Revise to reflect total sick leave accumulation of “twelve hundred sixty (1260)” hours of sick leave, effective upon ratification of the 2011-13 Agreement.

B. Section 11.05 – Proof of Disability: Add the following:

“Prior to the employee’s return to duty following a sick leave funded absence, the Chief of Police, at his/her discretion, may require certification from a physician of the Village’s choosing at its own expense, that the employee has recovered adequately and is qualified to return to work.”

C. Section 11.06 – Injury or Illness on the Job:

Add the following, at line 8, page 12:

“The Chief or his/her designee shall have the right, at his/her discretion, to send the employee home or to a doctor in the event the Chief determines that employee is medically unable to fulfill his/her duties as a police officer.”

“It is understood and agreed that, on the day that the employee is sent home by the Chief, half of the shift hours after the employee is sent home are to be taken from accrued available sick leave, and the other half are to be considered paid administrative leave. All other days on which the employee is absent, consecutive to the first day (and as a result of the Chief’s decision), are to be taken from the employee’s accrued available sick leave.”

7. ARTICLE XVI – INSURANCE (Pages 13-16):

A. Section 16.01 – Hospital-Surgical:

1. Employee to contribute 3% toward health insurance premium, effective March 1, 2012.
2. Employee to contribute 5% toward health insurance premium, effective January 1, 2013.
3. Delete Village payment of premium for Vision insurance, effective June 1, 2012.

B. Section 16.01 – Hospital-Surgical:

Delete Lines 5-11, Page 14.

C. Section 16.03 – Change of Carrier:

Delete all language beginning with “...provided any change...” Lines 26-29, page 15.

8. ARTICLE XVII – UNIFORM ALLOWANCE (Pages 16-17):

Revise as follows:

- “Employees shall not be eligible for a uniform allowance during their first thirty (30) months of employment.” (Lines 32-32, Page 16.)
- Employees shall be reimbursed to a maximum of “\$550”, (Line 27, Page 16.)
- Add the following as items to be provided by the Village to employees (Line 23, Page 17).
  - One (1) jacket. (Line 4, Page 17.)
  - One (1) mouton, knit, or parade style had. (Line 5.)
  - One (1) tie. (Line 11.)
  - One (1) leather or basket weave style duty belt. (Line 13.)
  - Four (4) belt “keepers”. (Line 14.)
  - One (1) of each of the following:
    - a. Handcuff case with handcuffs.
    - b. Expandable baton with holder.
    - c. Glove pouch.
    - d. O.C. case.
    - e. Radio clip.
- If an employee leaves the employment of the Village/Department at any time, the above items must be returned to the Department by the employee prior to the time that he/she resigns or is terminated.

- If any of the above-designated items must be replaced for any reason, the replacement cost for the item will be taken from the employee's annual uniform maintenance allowance.

9. ARTICLE XXVI – DURATION (Page 21):

Revise to reflect a two-year contract, January 1, 2012 through December 31, 2013. (To be subject to discussion between legal counsel to the Village and the WPPA regarding impact of contract duration upon pending WPPA grievance.)

10. APPENDIX "A" – SALARY SCHEDULE (Page 22):

+1.5%, effective January 1, 2012.

+1.5%, effective July 1, 2012.

+1.5%, effective January 1, 2013.

+1.5%, effective July 1, 2013.

11. APPENDIX B – HEALTH INSURANCE (Page 23):

Delete from contract

# MEMORANDUM

**To:** Village Board of Trustees  
**From:** John P. Steinbrink Sr.  
Village President  
**Date:** May 2, 2012  
**Re:** Commission Appointments

I recommend the following appointments to the committees for the terms listed below:

## **Plan Commission**

Donald L. Hackbarth	Term – May 1, 2015
Judith A. Juliana (Alternate #1)	Term – May 1, 2013
Andrea Rode (Alternate #2)	Term – May 1, 2013

## **Park Commission**

Rita Christiansen	Term – May 1, 2014
Troy Holm	Term – May 1, 2014
Steven Kundert	Term – May 1, 2014
Cindy Schwab (Alternate #1)	Term – May 1, 2013
Jim Bandura (Alternate #2)	Term – May 1, 2013

## **Recreation Commission**

Steve Kumorkiewicz	Term - May 1, 2014
John Bealer	Term – May 1, 2014
Robert C. Marfechuk	Term - May 1, 2014
Schuyler Mason (Alternate #1)	Term – May 1, 2013
Kate Field (Alternate #2)	Term – May 1, 2013
Dino Laurenzi (Alternate #3)	Term – May 1, 2013

## **Police & Fire Commission**

Christine Genthner

Term – May 1, 2017

## **Board of Appeals**

Jennie Holman

Term – May 1, 2015

Steve Kumorkiewicz (Alternate #2)

Term – May 1, 2015

## **Board of Review**

John Burke

Term – May 1, 2017

## **Kenosha Area Convention and Visitor's Bureau**

\*\* Carol Willke

Term – May 1, 2013

\*\* New Member

\* \* \* \* \*

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

**Period Ending:      May 1, 2012**

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do hereby certify the following persons have applied for bartender licenses and **each applicant is in compliance with the guidelines set forth in Chapter 194 of the Municipal Code**. I recommend approval of the applications for each person as follows:

NAME OF APPLICANT

LICENSE TERM

1. Ashley E. Nocks
2. Jenny J. Talley

thru June 30, 2014  
thru June 30, 2014

Jane M. Romanowski  
Village Clerk