

**PLEASANT PRAIRIE PLAN COMMISSION MEETING  
VILLAGE HALL AUDITORIUM  
9915 39<sup>th</sup> AVENUE  
PLEASANT PRAIRIE, WISCONSIN  
6:00 P.M.  
APRIL 30, 2012**

**AGENDA**

1. Call to Order.
2. Roll Call.
3. Correspondence.
4. Consider the Minutes of the March 12, 2012 Plan Commission meeting.
5. Citizen Comments.
6. New Business.
  - A. **PUBLIC HEARING AND CONSIDERATION OF RESOLUTION #12-06 FOR COMPREHENSIVE PLAN AMENDMENTS** 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.
  - B. **PUBLIC HEARING AND CONSIDERATION OF A CONCEPTUAL 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 to be known as Cobblestone Creek.
  - C. Consider **Plan Commission Resolution #12-07** to initiate zoning text and map amendments related to the Village Floodplain regulations and official floodplain maps.
  - D. Consider **Plan Commission Resolution #12-08** to initiate amendments to the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan related to the new floodplain map being issued by Federal Emergency Management Agency.
7. Adjourn.

It is possible that members and possibly a quorum of members of other governmental bodies of the municipality may be in attendance in the above stated meeting to gather information; no action will be taken by any other governmental body except the governing body noticed above.

**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.**

**PLEASANT PRAIRIE PLAN COMMISSION MEETING  
VILLAGE HALL AUDITORIUM  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WISCONSIN  
6:00 P.M.  
March 12, 2012**

A regular meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on March 12, 2012. Those in attendance were Thomas Terwall; Michael Serpe; Donald Hackbarth; Andrea Rode (Alternate #2); John Braig; Jim Bandura; and Judy Juliana (Alternate #1). Wayne Koessl and Larry Zarletti were excused. Also in attendance were Michael Pollocoff, Village Administrator; Jean Werbie-Harris, Community Development Director and Peggy Herrick, Assistant Zoning Administrator.

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. CORRESPONDENCE.**
- 4. CONSIDER THE MINUTES OF THE JANUARY 30, 2012 PLAN COMMISSION MEETING.**

Jim Bandura:

Move for approval.

Don Hackbarth:

Second.

Tom Terwall:

**MOVED BY JIM BANDURA AND SECONDED BY DON HACKBARTH TO APPROVE THE MINUTES OF THE JANUARY 30, 2012 PLAN COMMISSION MEETING AS PRESENTED IN WRITTEN FORM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

**5. CITIZEN COMMENTS.**

Tom Terwall:

If you're here for an item that appears on the agenda tonight as a matter for public hearing, we would ask that you hold your comments until the public hearing is held so your comments can be incorporated as a part of the official record. However, if you're here for an item that's not a public hearing, or you want to raise an issue that's not on the agenda, now would be your opportunity to do so. We'd ask you to step to the microphone and begin by giving us your name and address. Anybody wishing to speak under citizens' comments?

**6. NEW BUSINESS**

Tom Terwall:

Items A, B and C, Jean, you want to combine, is that correct?

Jean Werbie-Harris:

Yes.

Tom Terwall:

We need a motion to that effect.

John Braig:

So moved.

Andrea Rode:

Second.

Tom Terwall:

**MOTION BY JOHN BRAIG AND A SECOND BY ANDREA RODE TO COMBINE ITEMS A, B AND C. ALL IN FAVOR SAY AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. There's been a motion to combine Items A, B and C into one public hearing, however there will be three separate votes on those three issues. Jean?

- A. PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT for the request of Michael Warwick of American Transmission Company to create Section 420-128 F (9) to specifically list transmission lines (electric power or natural gas) as a Conditional Use within the C-1, Lowland Resource Conservancy District.**
- B. PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AMENDMENT for the request of Michael Warwick of American Transmission Company to correct and rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District and the non-wetlands into the M-4, Power Generating District.**
- C. PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS for the request of Michael Warwick of American Transmission Company for the proposed Pleasant Prairie switchyard project including the expansion of an existing electrical switchyard that will involve filling and grading, installation of storm drainage features, construction of a detention pond, relocation of the microwave communication facility and installation of several steel monopole structures that will route transmission lines into and out of the expanded switchyard located west of the main We Energies Pleasant Prairie Power Plant property located at 8000 95th Street.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and audience, we have three items for public hearing this evening all related. The first is a consideration of a zoning text amendment for the request of Michael Warwick of American Transmission Company to create Section 420-128 F (9) to specifically list transmission lines, including electric power or natural gas, as a conditional use within the C-1, Lowland Resource Conservancy District.

The second is consideration of a zoning map amendment for the request of Michael Warwick of American Transmission Company to correct and rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District, and the non-wetlands into the M-4, Power Generating District.

And the third is the consideration of a conditional use permit including site and operational plans for the request of Michael Warwick of American Transmission Company for the proposed Pleasant Prairie switchyard project including the expansion of an existing electrical switchyard that will involve filling and grading, installation of storm drainage features, construction of a detention pond, relocation of a microwave communication facility, and the installation of several steel monopole structures that will route transmission lines into and out of the expanded switchyard located west of the main We Energies Pleasant Prairie Power Plant property located at 8000 95th Street.

As you mentioned, these items are related and will be discussed at the same time, however separate action is required.



Now, as part of a conditional use permit we have to run through the findings of fact, and so I'll be presenting those before you now. As a part of the hearing record, the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request as presented and described in your staff comments

#### Findings of Fact

1. Michael Warwick of American Transmission Company is requesting approval of the following for the proposed Pleasant Prairie switchyard expansion project on property located west of the main We Energies Pleasant Prairie Power Plant property located at 8000 95th Street. There are three items:
  - A Zoning Text Amendment to create Section 420-128 F (9) to specifically list transmission lines as a conditional use within the C-1, Lowland Resource Conservancy District.
  - Zoning Map Amendment to correct the map and rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District, and the non-wetlands into the M-4, Power Generating District.
  - Conditional use permit including site and operational plans for the proposed Pleasant Prairie switchyard project including the expansion of an existing electrical switchyard that will involve filling and grading, installation of storm drainage features, construction of a detention pond, relocation of the microwave communication facility and installation of several steel monopole structures that will route transmission lines into and out of the expanded switchyard.
2. The subject properties are located in a part of the U.S. Public Land Survey Section 16, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie and further identified as Tax Parcel Numbers 92-4-122-163-0115 and 92-4-122-164-0011. See Exhibit A for a copy of the application and related materials.
3. On October 29, 2010, November 9, 2010 and April 1, 2011 the wetland areas in proximity to the project area were field delineated by GAI Consultants. A portion of the wetlands have been approved by the WI DNR to be filled for this project as referenced in Exhibit B. As a result of the wetland staking and the subsequent permit to fill a small portion of the wetlands, the Village zoning map is proposed to be corrected to rezone the field delineated wetlands, excluding the wetlands allowed to be filled into the C-1, Lowland Resource Conservancy District, and the non-wetlands into the M-4, Power Generating District as shown in Exhibit C.
4. Several new steel monopoles are proposed to be constructed near the switchyard station that is needed to route transmission lines in and out of the expanded switchyard station. One such structure has been approved by the WI DNR to be constructed within the wetlands area on the west side of the railroad and as noted by Peggy on the slide. One such as been approved by the DNR to be constructed within the wetlands on the west side of the railroad, and all other structures have been placed outside the wetlands but are located within the shoreland area of a tributary to the Jerome Creek. The project will

require the Village to issue a Stipulated Shoreland Permit for work within 75 feet of the ordinary high water mark of said navigable waterway.

The construction of the expanded switchyard and associated transmission structures and storm water facilities will result in the following work occurring within 75 feet of the tributary to Jerome Creek located along the west fence line of the existing switchyard:

- a. Expansion of a portion of the gravel substation pad and the perimeter fencing, as noted by Peggy;
- b. Construction of one monopole transmission structure outside of the west side of the switchyard 6.5 feet from ordinary high water mark and five transmission structures within the fence line of the updated switchyard at 63, 72, 72 and 74 and 74 feet from the ordinary high water mark respectively. The Village Zoning Board of Appeals held a public hearing earlier this evening on March 12, 2012 prior to this meeting to consider variances from the Village zoning ordinance in order to construct the one monopole transmission structure outside of the west side of the switchyard and five transmission structures within the fence line of the updated switchyard at various setbacks less than the 75 feet from the ordinary high water mark. They were all approved this evening.

An additional steel monopole structure is proposed to be constructed on the west side of the railroad tracks within the wetlands. The WI DNR has approved the construction of the monopole as shown as Exhibit B. A zoning text amendment that relates to this is proposed this evening to create Section 420-128 F (9) to specifically list and allow for transmission lines including electric power and natural gas as a conditional use within the C-1, Lowland Resource Conservancy District.

5. As part of the switchyard expansion, a portion of ditch located within the 100-year floodplain is proposed to be converted to a storm sewer pipe. The storm sewer pipe has been designed to not block the flow of stormwater or the 100-year floodplain. In discussions with the WI DNR, this is not considered a floodplain map amendment and will not require approval from FEMA, Federal Emergency Management Agency, for this work, and that's noted in Exhibit D. However, compliance with the WI DNR Storm Water and Erosion Control Permit conditions dated February 22, 2012 is required. And that's provided as Exhibit E.
6. The proposed expansion of the switchyard area and the relocation of the microwave communication facility is allowed with approval of a conditional use permit in the M-4, Power Generating District, the C-1, Lowland Resource Conservancy District with approval of the text amendment as discussed above, and the FPO, Floodplain Overlay District.
7. Pursuant to Section 420-131 N (6) public utilities, streets and bridges are allowed in the 100-year floodplain with approval of a conditional use permit provided that in addition to all other requirements the following is required:

- Adequate flood proofing measures are provided to the flood protection elevation. Minor or auxiliary roads or nonessential utilities may be constructed in the flood-fringe at lower elevations; and
  - Construction does not cause an increase in the regional flood height equal to or greater than 0.01 foot, except where the water surface profiles, official floodplain zoning maps and this section are amended as needed to reflect any changes resulting from such construction.
8. The Communication Act of 1934 is the Federal regulation which governs the telecommunications industry; Section 322 of said Act, as amended by subsection (6) (iv) of the Telecommunications Act of 1996, provides guidelines to state and local governments regarding the citing of antenna facilities. One such guideline governs what information may be considered during the zoning approval process. That is, as long as the antenna facility complies with emissions standards established by the FCC in Section 704(b), it is considered that there are no health or safety risks posed by the equipment. Specifically, local zoning authorities such as our Plan Commission may not directly or indirectly consider health or safety issues during the zoning process when considering a telecommunications facility, which falls under this Section. Pursuant to the Village Attorney, Section 704 of the 1996 Telecommunications Act prohibits the state/local units of government from denying a wireless communication company's request for local zoning approval based on environmental or health effects/concerns if the wireless communication company complies with the regulations on RF emissions set by the FCC.
  9. The petitioner and all of the abutting and adjacent property owners within 300 feet were notified via U.S. Mail on February 17, 2012. Notices were published in the *Kenosha News* on February 27, 2012 and March 5, 2012.
  10. The Village emailed the petitioner a copy of this staff report on March 9, 2012.
  11. According to the Village zoning ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they first find after viewing the findings of fact, the application and related materials, as well as any information that's presented this evening, that the project as planned, will not violate the intent and purpose of the Village ordinance and meets the minimum standards for granting of a Conditional Use Permit. Furthermore, the Plan Commission shall not approve a site and operational plan application without finding in the decision that the application, coupled with satisfaction of any conditions of approval, will comply with all applicable federal ordinance requirements and all other applicable federal, State or local requirements regarding this project.

With that, the petitioner is in the audience, and I'd like to have them come up and make a brief presentation and, again, to give the Plan Commission a little information about the substation and the necessity for the substation project.

Neil Palmer:

Good evening. My name is Neil Palmer and I'm with American Transmission Company. I appreciate the opportunity to appear here tonight and applaud the process here of combining these three hearings. It actually would have been kind of hard to do them separately. It all works together. We've spent a great deal of time on this project to expand the substation adjacent to the Pleasant Prairie Power Plant which is being built to facilitate greater exchange of energy across the American Transmission System supplying our utility customers principally in this area with WE Energies.

This project actually has already been approved by the Wisconsin Public Service Commission as being in the public interest. Assuming we are successful in gaining the conditional use permit sought this evening and approval of the operation plan, we would anticipate starting construction very soon in the next few weeks as the weather holds out.

The point, as I mentioned, of this expanded station is simply to improve the ability to move power across the American Transmission system and to do so in a way that meets the new federal regulations and do it safely. Obviously, and I think as indicated by the approval of the Board of Appeals earlier tonight, it has to be in this location because it would be impractical to move to a different location and build a whole new station rather than expanding this one. I certainly do believe that the intent of this request in no way violates either your standards or ordinances or the minimum standards of a conditional use permit.

The three items before you tonight, first the zoning text amendment comes about really as an easier way in your process to process this application simply to allow as conditional uses items like the one pole in the Conservancy District as a conditional use as long as you look at it every time. In working with staff which as I indicated earlier we did I think quite extensively, it made sense that that was the most sensible way for you to do it and then have that tool in your tool kit for all the future applications you might have in different parts of the community. In terms of the text amendment, of course, that really is a response to your requirement that when any person or applicant for any kind of building maps, actually field delineates wetlands, we're required to turn that information over to you for you to update your map, and that's what this process is requesting. It comes based on the work we did as required by both the Village and the State of Wisconsin.

In terms of the conditional use and the site and operational plan, there's a lot of items in there, and I'll be happy to address any specific questions either I or Mr. Holtz who is also here with me from ATC tonight might be able to answer. I would say in addressing them that if you go through the extensive staff memo and all the attachments from other members of staff, we have no objections to any of the conditions that would be placed on this. We would intend to begin moving forward as soon as we can get in place the last pieces of permits and so on. But rather than go through each individual one I assume you wouldn't rather we'd do that. I'd be happy to address any questions you might have at this point.

Tom Terwall:

What we'll do, sir, as long as the public hearing is still open I'm going to entertain questions from anybody else in the audience and ask that you be available to make any responses that are necessary both to the public and to the commission.

Neil Palmer:

Be happy to.

Tom Terwall:

Thank you. Is there anybody else wishing to speak? Anybody else wishing to speak? Anybody else wishing to speak? Hearing none, I'm going to open it up to comments and questions from Commissioners and staff.

Don Hackbarth:

I've got a question. It may be kind of a foolish question but I'm not sure. What is a switchyard? What does it do?

Neil Palmer:

This of it as like your circuit breaker box in your basement. It controls the movement of energy. There are both transformers there which either raise or lower voltage, and there basically are switches that can move energy from one line to another line.

Don Hackbarth:

Okay. Then the last question I have is where is this power going to be distributed or what is the upgrade?

Neil Palmer:

Basically what it is is the ability to move power across our system more efficiently. The reality of today's world, even though in your case you happen to have a very large power plant right here in your community, the reality is that power is moving across the system all the time from different sources. The local utilities are buying and selling power on the minute-by-minute basis, striving always where can I find the cheapest power so that your and my rates are the cheapest. And when they do that they're moving – they require our system to be able to move that power. That very simplistically is how the energy business works. And what this station upgrade will do it will allow us to move power through this north/south corridor I'll call it much more efficiently and meet new federal guidelines as to how these stations have to be designed to operate safely and efficiently.

Tom Terwall:

Anybody else?

John Braig:

I need a little clarification. How many lines or feeds in and out of the station are there or will there be?

Neil Palmer:

This station right now has two lines going south, one 345, one 138, and the new line coming in from the north is a new 138 feed and there is a 345 feed plus it's connected to the power plant.

John Braig:

Plus the output of the plant.

Neil Palmer:

Yeah.

John Braig:

And the switchyard in effect will give the company the ability to interconnect or switch any of these lines –

Neil Palmer:

Really this work you could almost think of it in a way that would take place even if the power plant wasn't here. It so happens that the power plant is connected to it, but this is sort of a big junction location on the system that would exist even without the power plant here. There are a number of large switching stations and substations around the whole area, you see them here, you see them anywhere that has electric power. It's not just because there's a power plant. It's actually a bit of an advantage that it's here and we only have to expand it a little bit as opposed to finding a whole new site.

Tom Terwall:

Anybody else? Anybody else? I'm going to entertain a motion and we'll close the public hearing. I need a motion first of all to send a favorable recommendation to the Village Board to approve the zoning text amendment.

Don Hackbarth:

So moved.

Michael Serpe:

Second.

Tom Terwall:

**MOVED BY DON HACKBARTH AND SECONDED BY MICHAEL SERPE TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE ZONING TEXT AMENDMENT AS INDICATED. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Then we need a motion to send a favorable recommendation to the Village Board for zoning map amendment.

Michael Serpe:

So moved.

Jim Bandura:

Second.

Tom Terwall:

**MOVED BY MICHAEL SERPE AND SECONDED BY JIM BANDURA TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD ON THE ZONING MAP AMENDMENT SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. And finally a motion to approve the site and operational plan as indicated including the terms and conditions outlined in the staff memorandum.

John Braig:

So moved.

Michael Serpe:

Second.

Tom Terwall:

**MOVED BY JOHN BRAIG AND SECONDED BY MICHAEL SERPE TO APPROVE THE CONDITIONAL USE PERMIT AND SITE AND OPERATIONAL PLANS. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. I hope your weather continues.

Michael Serpe:

Tom, what do you think the chances are we can get them to go to Washington and handle the Keystone project?

**D. PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS for the request of Ken Schlager or HierComm, Inc. for the co-location of antennas and supporting electronics modules on the existing tower located at 1105 104th Street as part of the broadband wireless public safety communications network being installed throughout Kenosha County.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, D is the public hearing and consideration of a conditional use permit including site and operational plans for the request of Ken Schlager or HierComm, Inc. for the co-location of antennas and supporting electronics modules on the existing tower located at 1105 104th Street as part of the broadband wireless public safety communications network being installed throughout Kenosha County.

As a part of the hearing record, the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request as presented and described below:

Findings of Fact

1. HierComm, Inc. is proposing to co-locate antennas and supporting electronics modules on the existing tower owned by TowerCo on property owned by the Village of Pleasant Prairie located at 1105 104th Street as part of the broadband wireless public safety communications network being installed throughout Kenosha County. It's identified at the Kenosha County 4.9/5.8 GHz Public Safety Wireless Communications System. See Exhibit A for a copy of the application and related materials.
2. The subject property is known as Lot 1 of CSM 2449 and is located in a part of the Northeast One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range



23 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin and further identified as Tax Parcel Number 93-4-123-301-0901.

3. The subject property is zoned I-1, Institutional District, and a commercial communication structure, cell tower for example, and associated equipment requires a conditional use permit.
4. The Kenosha County 4.9/5.8 GHz Public Safety Wireless Communications System includes both a 4.9 GHz access network for public safety vehicles, law enforcement, firefighting and emergency medical services, and stationary sites and a 5.8 GHz backhaul network to interconnect the antenna base stations of the network. HierComm, Inc in partnership with the Southeastern Wisconsin Regional Planning Commission carried out a demonstration project during the October 2007 through May 2009 time period to establish the feasibility of this public safety communication system. The successful completion of this demonstration program led to the recent Phase 1 August 2010 contract for the permanent deployment of this network in a Phase 1 area which includes the City of Kenosha, the Village of Bristol and parts of the Towns of Somers and Paris. The Phase II and III coverage area constitutes the remaining part of Kenosha County.
5. According to additional information submitted by the applicant in an email dated February 8, 2012, an eight antenna complex will be installed at a height of 167 feet and a nine square foot lease area is on the ground for the ground mounted equipment, and it's provided as Exhibit B.
6. The 4.9/5.8 GHz network in the Village will consist of co-locating antennas and supporting electronics modules on the existing tower owned by TowerCo on property owned by the Village and 21 different relay station sites. The geographic locations of the relay station sites are indicated on the map on the slide in a table within Exhibit A and an illustration of the relay equipment is shown in Exhibit B. Arrangements are being made with each of the private or public agencies for relay sites at each sited location. [Note that each relay station site will not require a conditional use permit; however an electrical permit is required for each relay site, and if the sites are located within Village right-of-ways a work in the right-of-way permit is also required. The four proposed relay sites on Village-owned water storage tank sites will require HierComm/Kenosha County to enter into lease agreements with the Village.
7. A structural review has been completed for the tower and the proposed antennas will satisfy the structure strength requirements of ANSI/TIA-222-G-2005, Structural Standard for Antenna Supporting Structures and Antennas. It's an industry standard and the 2009 International Building Code. This letter is provided as part of Exhibit A.
8. The Village will enter into a ground lease agreement for the system tower and the apparatus on the TowerCo owned tower located on Village owned property. This is located southeast of the Village's water storage tank that's at the southeast corner of Highway 32 and 104<sup>th</sup> Street. A draft of the third amendment to the ground lease agreement has been provided to HierComm on January 18, 2012 and is proposed to be considered by the Village Board at its next meeting on March 19, 2012. The amended

ground lease will require Kenosha County to pay TowerCo for the ground lease area and in turn, TowerCo will pay the Village.

9. The Communication Act of 1934 is the Federal regulation, which governs the telecommunications industry; this Act provides guidelines to state and local governments regarding the citing of antenna facilities. The guidelines govern what information may be considered during the zoning approval process. And as long as the antenna facility complies with emissions standards established by the FCC in Section 704(b), it is considered that there are no health or safety risks posed by the equipment. So as such no environmental or health effects or concerns with respect to this system can be considered by the Village Plan Commission if the wireless communication company complies with the regulations of RF emissions set by the FCC.
10. The petitioner and all of the abutting and adjacent property owners within 300 feet were notified via U.S. Mail on February 10, 2012. Notices were published in the *Kenosha News* on February 27, 2012 and March 5, 2012.
11. The Village emailed the petitioner a copy of this staff report on March 9, 2012.
12. According to the Village zoning ordinance, the Plan Commission shall not approve a conditional use permit unless they find after viewing the findings of fact, the application, the information presented this evening and related materials that the project as planned, will not violate the intent and purpose of all Village Ordinance and meets the minimum standards for granting of a Conditional Use Permit. Furthermore, the Plan Commission shall not approve any site and operational plan application without finding in the decision as part of the staff comments that the application, coupled with satisfaction of any conditions of approval, will comply with all applicable Village ordinance requirements and all other federal, State or local requirements.

With that I'd like to continue the public hearing. There are representatives here if you'd like to hear any further explanation or understanding from them regarding this project.

Tom Terwall:

Would the representative care to add anything?

Marty Lacoock:

Good evening. My name is Marty Lacoock. I'm the director of IT or CIL for Kenosha County. This project is very large in nature for Kenosha County. The tower that we're talking about here is one of 16 that we're trying to put equipment on for the public safety communication system that we're trying to implement. The overall goal that we're trying to do is improve the communications to public safety vehicles, emergency vehicles as well. There is an issue with Kenosha County that we are noncompliant with SEGIS requirement for public safety as far as encrypting the data that we're transmitting. And this project is going to be very instrumental in allowing us to address that deficiency and move forward. So it's a big project for the County. We're investing \$1.3 million to expand this network, and this tower has been identified as very important for us to do so.

Tom Terwall:

Is there an estimated completion date at this point?

Marty Lacock:

Well, we would expect that the 16 towers should be installed by I would say mid year, June or July. We've got 8 already completed, and we would expect that once permits are provided, essentially it's a day's activity to go ahead and get the antennas mounted on the towers. But we would expect June/July we should be completed with the tower implementations. Probably by the end of the year we should be available with out network overall in the County.

Tom Terwall:

Mike, are we still experiencing dead zones along the lake or has that pretty well been resolved.

Mike Pollocoff:

We've resolved that, yes [inaudible].

Tom Terwall:

So do you not anticipate that the Village system will be affected for both fire or rescue.

Mike Pollocoff:

Not at this time [inaudible] sometime [inaudible] relationships between [inaudible] and they're working on theirs. But at some point [inaudible].

Marty Lacock:

So one of the things that we're trying to do here is this is what we're essentially is building the data communications highway and putting it in place. And when we talk about high speed networks, broadbands, we're talking 10 to 20 megabytes per second. Today Kenosha County Sheriff and KPD are operating at 48 K, so we're talking speeds that are 100 times faster. And we clearly believe that in the future there's going to be more and more data requirements that are going to be coming down, whether it's public safety, whether it's fire, sending the blueprints of the building that's on fire to a fire rescue team, etc.

So really what we're trying to do here is put the infrastructure in place. Definitely Kenosha County Sheriff is on board with this 100 percent. They will implement it. For other organizations, other municipalities we're saying we'll build it, we'll show you how well it works, if you want to integrate, if you want to use it that's fine, we'll work something out. But really what we're trying to do is we've got 289 square miles here of the County that we're trying to go end to end with it with 16 towers, probably 100 or 120 relays, and we understand what Pleasant Prairie is doing with their communications, we understand that, and we would just the opportunity to put the infrastructure in place. And if it makes sense in the future for Pleasant

Prairie to do something for public safety to get onto the network that's great. We would enjoy that and look for that to happen.

Michael Serpe:

Just a question. Do I understand this is going to be a designated channel, one channel for all of Kenosha County that would be used for emergency purposes?

Marty Lacock:

It's a frequency. It's 4.9 which is an FCC licensed frequency for public safety. And it's purely at this point dedicated to data traffic, no voice. So there is no changes to our voice radio systems that we have in place today, the FHS systems.

Michael Serpe:

If the Village were to participate in this, what would be the approximate cost from our aspect?

Marty Lacock:

What I think we have committed to and indicated it would be comparable to what you pay for air cards today. So we would charge the same amount or we would look for the same contribution that you pay for the air cards. So if it's \$40 or \$50 or \$30, whatever per vehicle that's what you would pay.

Michael Serpe:

With the same quality of service.

Marty Lacock:

Hopefully better.

Michael Serpe:

And better?

Marty Lacock:

Yes, yes, sir. So today we're talking 10 to 20 megabytes per second. As you know technology is ever changing. We're looking that probably by the end of the year we'll be at 20 to 40 megabytes per second. Air cards are probably 3 to 5 to 10 range depending on what the reception is. So we're looking to do better than that.

Michael Serpe:

Has the City indicated an interest in this?

Marty Lacoock:

Absolutely, yes.

Michael Serpe:

They have?

Marty Lacoock:

Yes. The biggest application that we have today is streaming video, that we'll be able to with the squad cars we'll be able to stream actual live video back from the squad cars into a control center, and there will be situational awareness as far as what's going on, how to react, future or further direction to the squads on how they should proceed. So it's very significant.

Michael Serpe:

If we get to that point, and this will be managed by Joint Services?

Marty Lacoock:

Yes.

Michael Serpe:

Do you anticipate additional staffing at Joint Services to handle this at full capacity?

Marty Lacoock:

No, no we don't. We've contracted with HierComm. They're our provider. They are doing the – they've done the design, they're working on the implementation, and they're covering the operations of it. So the ongoing operating costs are the responsibility of Kenosha County. So as we bring on municipalities that would like to use this so the \$30 or \$40 or \$50 per air card equivalent would help us offset the ongoing operational costs for HierComm to manage this. But it's really managed by the County.

Michael Serpe:

And right now Pleasant Prairie has their own dispatch center. What's the talk on that?

Marty Lacoock:

This has nothing to do with that.

Michael Serpe:

Nothing to do with it.

Tom Terwall:

This isn't voice at all.

Michael Serpe:

Just information would still go to Joint Services and if needed go back out to Pleasant Prairie?

Marty Lacock:

Yes, yes. This is a data communications network. It's infrastructure being put in place. So instead of using a Verizon air card in a vehicle you could potentially use the HierComm card.

Michael Serpe:

Just one other question. When we mention Joint Services, this information is captured in Joint Services dispatch center or their records center? Where does it go in Joint Services?

Marty Lacock:

Well, I guess the streaming video is different for Kenosha Police Department than it is for Kenosha Sheriff so that will go directly to the individual control centers. The data communications aspect to the State would be routed through probably a network that is co-supportive between Joint Services and Kenosha County. So we've done a lot of work, and Pleasant Prairie currently has some network connections back into the County that allows communications to the State for tracks and Cisco and those type of things for communications in the vehicles.

Tom Terwall:

Have the City and County come to terms as to what the cost sharing part of this is going to be? Or, is this going to be a continuation of the ongoing peeing contest, excuse my French. I'm putting you on the spot.

Marty Lacock:

I'm a technician, I'm not a politician.

Tom Terwall:

I appreciate that. Thank you. John, you had a comment?

John Braig:

From what you tell us then this will not benefit communications for activities under the mutual assistance program?

Marty Lacoock:

No, it won't. There is another set of radio equipment that supports the communications, and that is actually all being upgraded right now. There's a new director with narrow banding. I'm not sure if you're aware of that or not. But the MABIS equipment and those type of things all being replaced and upgraded. So that activity is totally separate at this point.

Tom Terwall:

Before I open it up to the staff, does anybody in the audience have a comment or question that they would like to raise? Anybody else? Hearing none, anything further from Commissioners?

Michael Serpe:

One last question. The data and information collected, right – if everybody joined into this is that mutually shared by everybody?

Marty Lacoock:

No, no it is not. So all the deputies cars, the police vehicles they have mobile data computers, and they have different systems that have different databases that they access information and compile information. So until we get into a situation Kenosha County Sheriff, Kenosha Police use the same system, share the same database. Pleasant Prairie uses a different system, different database. So there is really no communication between the information collected between those databases. They are different systems.

Don Hackbarth:

Can you give me an example of some information or data that would be encrypted? What kind of data?

Marty Lacoock:

All data that goes to the State, they pull you over, they ask for are you suspected, are you warranted, are you legal, all that information needs to be encrypted.

Don Hackbarth:

Because a lot of that information you get a radio scanner and a lot of that information is verbal.

Tom Terwall:

But we're not talking verbal.

Don Hackbarth:

I understand. The other thing is, too, I think it was last week in the *Chicago Tribune* it was kind of a ruckus with people in the neighborhood. There was a lady saying that she didn't like the

system standing out in front of her house. What they do is they have a box on a power pole and then there's an antenna on top of it. And they said it has about a five mile range, and they're starting to spot these all over the City to make that coverage more blanketed. Is that the direction this is going in instead of the antenna poles?

Marty Lacock:

Definitely we're on 16 towers so we would look for additional relay locations which could be on a water tower, they could be on a silo, they could be on a barn, they could be on a utility pole. We are using 16 to 20 siren towers that we have or siren locations that we have for public safety that we're mounting relays. So I would say it's a very small footprint of what's going to be installed. But, yes, it's very similar to if you're familiar with implementation in Chicago it's something like clear wire or clear where they have small antennas that are mounted either on a house or a facility, it's very similar to that.

Don Hackbarth:

I think what they're trying to get away from is having a large pole in the neighborhood, a large pole.

Marty Lacock:

Yes, definitely.

Don Hackbarth:

And, like I say, is that the way this thing is going now? Are they trying to eliminate the poles and going to these smaller –

Marty Lacock:

Yes, yes. For 280 square miles we're looking for 16 towers. And in order to – the tower will have a two to three or four mile radius depending on the topography and the ground coverage, and then we'll look for the relays to extend that coverage further from the tower. That's the intention. It makes it much more cost effective for us to do that.

John Braig:

What's the power output of these transmitters?

–:

Milliwatts, it's not high powered.

John Braig:

Light bulbs.



—:

The cellular [inaudible].

—:

Can you come to the microphone?

Russ Schlager:

Yes, I'll introduce myself. My name is Russ Schlager. I'm with HierComm, Inc. And to answer your question our transmitters for this 4.9 public safety are considered low power. In fact they would be considered very low power. We don't go long ranges, and then the relays pick up the range that we don't have. And to your question about the relays being the trend, in all of Kenosha County think of a number of about 100, and considering the fact we want heights like silos, etc., you won't see neighborhood poles where there's a relay where someone comes out of their house and is staring at it. Ours are going to be on much larger structures and there are not going to be as many.

Tom Terwall:

Mike, you have further comment?

Michael Serpe:

I was going to ask a little bit more on the sharing of information here. I'm a little confused on it, but I don't think I'm going to bring it up now. What I was going to get to is if I'm a city squad and I have information on the party I'm looking for, and the next night maybe a squad in Silver Lake pulls this guy over, how do I know that? Shouldn't that something be – if you have an input on a wanted or input on information concerning something that happened in your community and somebody has information we don't have that ability to share.

Marty Lacock:

Central database. That's another facet. That's really public safety software. And there's a number of projects that we're working on with the County. We've got really three. We've got a fiber network that we're putting in place; we have the public safety communications with HierComm putting the highway in place. And then the other project that we're working on with Joint Services is a public safety software system. So they're going out and they're taking a look, and they need to replace their MDC systems, they're using two guys in a garage, Data Pursuit. And Cisco for their RMS system. So they're looking at changing the software which allows communications to other municipalities and public service entities. So that's another phase of projects that we're also working on as well.

Tom Terwall:

If there's no further comments I'm going to close the public hearing, and I'll entertain a motion to approve the conditional use permit including the site and operational plan.

Don Hackbarth:

So moved, Mr. Chairman.

John Braig:

Subject to attached comments?

Tom Terwall:

Yes. Is there a second?

John Braig:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY DON HACKBARTH AND SECONDED BY JOHN BRAIG TO APPROVE THE CONDITIONAL USE PERMIT INCLUDING THE SITE AND OPERATIONAL PLAN PURSUANT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Thank you.

**E. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION #12-05 FOR A COMPREHENSIVE PLAN AMENDMENT to correct errors on the 2035 Land Use Plan Map 9.9 that incorrectly shows all or portions of the following parcels within the "Other Transportation, Communications and Utilities" land use designation. The parcels should be correctly shown in the "Primary Environmental Corridor" land use designation. The parcels include Tax Parcel Numbers: 93-4-123-292-0425; 93-4-123-292-0430; 93-4-123-292-0435; 93-4-123-292-0440; 93-4-123-292-0445; 93-4-123-301-0195; 93-4-123-301-0200; 93-4-123-301-0205; 93-4-123-301-0210; and 93-4-123-301-0240. In addition, Appendix 10-3 entitled "Amendments to the 2035 Land Use Plan Map 9.9 is proposed to be updated to reference said changes.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, this is a public hearing and consideration of Resolution 12-05 for a comprehensive plan amendment to correct errors on the 2035 Land Use Plan Map 9.9 that incorrectly shows all or portions of the following parcels within the Other

Transportation, Communications and Utilities land use designation. The parcels should be correctly shown in the Primary Environmental Corridor land use designation. And I will read all of these parcels as part of the presentation this evening.

On January 9, 2012, the Village Plan Commission approved Resolution #12-03 to initiate amendments to the Village Comprehensive Plan pursuant to Chapter 390 of the Village Code of Ordinances related to mapping errors found on the Land Use Plan Map 9.9. These reflected some errors down in an area of Pleasant Prairie known as the Carol Beach Estates Unit # 3 subdivision area where these specific lots were shown under the Other Transportation, Communication and Utilities land use designation, and they should have been in the Primary Environmental Corridor designation.

The following amendments are proposed this evening. Again, these are on different maps, but the Tax Parcel Numbers are 93-4-123-292-0425 at 123 198<sup>th</sup> Street owned by Jay T Jackson. The next is 93-4-123-292-0430 on 108<sup>th</sup> Street. It's owned by the Wisconsin Department of Natural Resources. The next is 93-4-123-292-0435 on 108<sup>th</sup> Street owned by Vincenzo Degiorgis. The next is 93-4-123-292-0440 on 3<sup>rd</sup> Court owned by the Wisconsin DNR. The next is 93-4-123-292-0445 on 3<sup>rd</sup> Court owned by the Wisconsin DNR. The next is 93-4-123-301-0195 at 10720 4<sup>th</sup> Avenue owned by Jon A. Ross. The next 93-4-123-301-0200 at 10720 4<sup>th</sup> Avenue owned by Jon A. Ross. The next is 93-4-123-301-0205 on 4<sup>th</sup> Avenue owned by the Wisconsin DNR. The next is 93-4-123-301-0210 on 4<sup>th</sup> Avenue owned by the Wisconsin DNR. And, finally, one at 93-4-123-301-0240 at 10544 4<sup>th</sup> Avenue owned by Thomas A. and Jane M. Lyon.

Secondly, to amend Appendix 10-3 entitled Amendments to the 2035 Land Use Plan Map 9.9 to reference said amendments on the Land Use Plan as shown on Exhibit 1 of the Resolution 12-05.

Just as a reminder of what primary environmental corridors are, they are long linear areas containing natural resources of at least 400 acres in size, typically at least two miles long and 200 feet wide. Primary environmental corridors generally lie along rivers and streams and adjacent to lakes or associated with woodlands, wetlands, parks or open space size.

The majority of the land within the Carol Beach Chiwaukee Prairie area are located within lands that are being acquired by public agencies for permanent protection based on a willing seller/willing buyer basis. Since the adoption of the Land Use Management Plan for the Chiwaukee Prairie Carol Beach Area of the Town of Pleasant prairie that was adopted in 1980s, although properties may be located within the primary environmental corridors, the existing family homes and new single family homes are allowed provided that the lot abuts a constructed public street, the structures can meet all the required setbacks including setbacks to any wetlands and navigable waterways, and no structure is constructed within the 100-year floodplain.

And, just as a reminder, secondary environmental corridors serve to link primary environmental corridors or encompass areas containing concentrations of natural resources between 100 and 400 acres in size. No minimum area or length criteria applies, but they do not connect primary corridors – secondary environmental corridors that do not connect primary corridors must be at least 100 acres in size and one mile long. Finally, isolated natural resources areas are at least five acres in size and 200 feet wide but are not large enough to meet the size or length criteria for a primary or a secondary corridor.

So, again, we would like to make these corrections for these particular areas. This is a matter for public hearing, and this Plan Commission Resolution would approve amendments to the Comprehensive Plan. So with that I'll continue the hearing.

Tom Terwall:

Anybody wishing to speak on this matter? Anybody wishing to speak? Anybody wishing to speak? I have one question, Jean. I'm looking at the chart you gave us with the parcel numbers and the addresses. The two parcels that are owned by Jon A. Ross, is it common to have two parcels with the same address?

Jean Werbie-Harris:

Sure, if the house is on one parcel and there's vacant land adjacent to it and they have not combined them. They could have two different parcel numbers with one street address.

Don Hackbarth:

Was this a part of the 2035 Plan?

Jean Werbie-Harris:

Yes.

Don Hackbarth:

Okay. How did this get missed or something?

Jean Werbie-Harris:

I'm not sure how we missed it. We have almost 15,000 –

Don Hackbarth:

I know you're fallible.

John Braig:

Don, they're just a little bit short of infallible.

Don Hackbarth:

Have the people been notified of this change?

Jean Werbie-Harris:

Yes. And a couple of them did speak with Peggy because they were concerned if they had single family homes, and it does not affect their existing home.

Michael Serpe:

And a followup to Tom's questions, Ross has two parcel numbers, but you said they haven't been combined. If they haven't been combined how can they have two numbers?

Jean Werbie-Harris:

They haven't been combined so they have two separate tax parcel numbers, but the mail to address is still the same. It will be mailed to the house but we give it the same mail to address.

Michael Serpe:

I was thinking of one parcel. Okay.

Jean Werbie-Harris:

No, two parcels.

Tom Terwall:

So if something were to – let's say if one of those two has a house on it and the other one is vacant, if he were to sell the vacant parcel and somebody were to build a house and it meets all the criteria then it would get an address.

Jean Werbie-Harris:

Correct, we would assign a new address.

Michael Serpe:

Move approval of 12-05.

John Braig:

Second.

Tom Terwall:

**THERE'S BEEN A MOTION BY MICHAEL SERPE AND A SECOND BY JOHN BRAIG TO ADOPT RESOLUTION 12-05 SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

**F. PUBLIC HEARING AND CONSIDERATION OF SEVERAL ZONING MAP AMENDMENTS for properties located within the Carol Beach/Chiwaukee Prairie area south of approximately 80th Street, east of Sheridan Road north of 128th Street and west of Lake Michigan that have been acquired in 2010-2011 by the Wisconsin Department of Natural Resources, The Nature Conservancy of Wisconsin, Kenosha County or the Village of Pleasant Prairie. The following Tax Parcel Numbers are being rezoned into the C-3, Natural and Scientific Area Resource Conservancy District: 93-4-123-292-0445; 93-4-123-292-0560; 93-4-123-292-0555; 93-4-123-301-0040; 93-4-123-322-0238; 93-4-123-322-1160; and 93-4-123-323-0980. The following Tax Parcel Numbers are being rezoned into the PR-1, Park-Recreational District: 93-4-123-292-0391 (portion of). The following Tax Parcel Numbers are being rezoned into or C-1 Lowland Resource Conservancy District: 93-4-123-194-0990.**

Jean Werbie-Harris:

This is also a public hearing in consideration of several zoning map amendments for properties located within the Carol Beach/Chiwaukee Prairie area south of approximately 80th Street, east of Sheridan Road north of 128th Street and west of Lake Michigan that have been acquired in 2010-2011 by the Wisconsin Department of Natural Resources, The Nature Conservancy of Wisconsin, Kenosha County or the Village of Pleasant Prairie. The following Tax Parcel Numbers are being rezoned into the C-3, Natural and Scientific Area Resource Conservancy District: 93-4-123-292-0445; 93-4-123-292-0560; 93-4-123-292-0555; 93-4-123-301-0040; 93-4-123-322-0238; 93-4-123-322-1160; and 93-4-123-323-0980. The following Tax Parcel Numbers are being rezoned into the PR-1, Park-Recreational District: 93-4-123-292-0391 or a portion of that one. The following Tax Parcel Number is being rezoned into the C-1 Lowland Resource Conservancy District: 93-4-123-194-0990.

On January 9, 2012, the Plan Commission adopted Resolution #12-02 to initiate several zoning map amendments for properties that have been acquired in the public's interest in 2010 and 2011 pursuant to Community Assistance Planning report No. 88, entitled A Land Use Management Plan for the Chiwaukee Prairie-Carol Beach Area of the Town of Pleasant Prairie. That Plan was dated February 1985. This Plan recommended that ultimately all the lands within the Plan identified as an open space preservation area should be placed in the C-3, Natural and Scientific Area Resource Conservancy District, the designated natural resource base preservation and protection area down in Chiwaukee Prairie.

Specifically, the Wisconsin DNR and The Nature Conservancy of Wisconsin have identified land acquisition areas for permanent resource protection. The Land Use Management Plan recommended that Kenosha County and Pleasant Prairie proceed on an incremental basis, willing seller/willing buyer basis in the following manner. The then Kenosha County and now Village of Pleasant prairie shall follow the Wisconsin Administrative Code that requires rezoning of wetlands within the shoreland area of Lake Michigan, and the remaining lands within the proposed open space preservation area shall either be preserved as wetlands beyond the shoreland

zone or a significant upland. Such lands shall remain in their current zoning category until the acquisition takes place, and then the lands would need to be rezoned into the C-3 District as we are doing this evening.

The properties that have been acquired in the public's interest were evaluated and are proposed to be rezoned into an appropriate zoning classification pursuant to the plan. And, as I read previously, all of those properties are proposed to be either rezoned into the C-1 District, C-3 District, some are being rezoned from the R-5 District and being placed in other districts as all noted in the staff comments.

One thing to note is that in those areas where there's a Limited Urban Service Overlay District that will remain on the lots in question. In addition, any portions of the properties that are located within the FPO which is the Floodplain Overlay District or within a shoreland boundary will remain in those districts as well. And this is a matter for public hearing.

Tom Terwall:

Is there anybody wishing to speak on this matter? Anybody wishing to speak? Anybody wishing to speak? Hearing none, I'll open it up to comments from Commissioners. Hearing none, what's your pleasure?

Don Hackbarth:

Move approval.

Jim Bandura:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY DON HACKBARTH AND SECONDED BY JIM BANDURA TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD FOR CONSIDERATION OF REZONING THE LOTS INDICATED IN THE MEMO. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

**G. Consider the request of Karen Skowronski, to install street lights at the intersection of Old Green Bay Road and 85th Street.**

Jean Werbie-Harris:

And these would be street lights at the intersection of Old Green Bay Road and 85<sup>th</sup> Street. The Village received a request from Karen Skowronski, a Village resident. She does not live in this vicinity but she travels in this area. And she's requesting to have the Village consider to install streetlights at the intersection of Old Green Bay Road and 85<sup>th</sup> Street. The petitioner indicates that the intersection is nearly impossible to see when you're driving at night, and it's even more difficult because of the curve of the road as well as having woods on either side as you're approaching 85<sup>th</sup> Street from the south.

The criteria that the Village uses for installing a public street lights include:

- At entrances to subdivisions form heavily traveled State Highways, County Highways or Village Roads.
- At hazardous Village street intersections that would present a danger to life and property without a street light.
- At such other locations that would mutually benefit Pleasant Prairie and the property owners.

Pursuant to an email from the Village Fire Chief, the Fire & Rescue Department has responded to two motor vehicle accidents at this intersection in the last nine years; one was a daytime accident and the other accident took place at night in March of 2003 while it was snowing. Pursuant to the Fire Chief, their data does not support the need for a street light but they would not oppose at light at this location.

Pursuant to an email from the Police Department, the Chief does not believe that a light at the intersection of Old Green Bay Road and 85<sup>th</sup> Street is needed. This intersection benefits from the lighting at Green Bay Road and 85<sup>th</sup> Street. The Chief believes that some lighting would be beneficial on Old Green Bay Road to the south of the curve south of 85<sup>th</sup> Street as this is a dark area with a lot of large pine trees blocking the light from the Green Bay Road/85<sup>th</sup> Street intersection. There have been no accidents at either location attributable to the lack of lighting.

This request has been sent to the Street Light Committee for their review. The Village received a recommendation from one member of the committee that he would support the installation of street lights at this intersection due to the darkness, traffic volume trees and being adjacent to a buy intersection. The other Street Light Committee member is on the Commission tonight and can make his recommendation.

The Village has reviewed the intersection and recommends that if approved a street light could be placed on the existing pole at the southeast corner, and a new pole with a light would be installed at the northwest corner. As you can see on the slide identified by the stars is where the Village's electrician would recommend that the lights be installed if, in fact, lights are approved. And if you are coming from the south it is dark at night, and your vision is blocked by all of the trees if you're not familiar that there is an S curve leading up to 85<sup>th</sup> Street.



Tom Terwall:

There's very little traffic coming from the north, am I correct? I mean it's a dead end road.

Jean Werbie-Harris:

That's correct, there is a church –

Tom Terwall:

Three houses and a church.

Jean Werbie-Harris:

And it's also now a polling place for the Village of Pleasant Prairie.

John Braig:

And to the south there's very little traffic. I would venture to say I have an intersection in my area and it's a little bit unique. There's some twisty turned roads, and there's a road that goes off to one direction, and a little further a branch goes off in another direction. I'll guarantee you that I have 25 more times traffic going by that corner than there is on this corner up there. We've got two professionals that have said there is no light needed here. I can't support a light here. Another thing which I wish was always brought up in these presentations is what is the annual cost of this lighting installation or two lights that we're talking about. I think that should be a consideration. We don't have money to throw away.

Mike Pollocoff:

Approximately \$135 a year per light.

John Braig:

Per light. Thank you.

Tom Terwall:

Mike, you had a comment. Do you play golf at this intersection?

Michael Serpe:

No. I'm the other committee member that doesn't support this. If I'm not mistaken if 82<sup>nd</sup> Street goes through to Old Green Bay Road like it was anticipated to do it would come out to 85<sup>th</sup> Street. Right now I'm not going to support putting a street light on this corner, but I will support a street light on that corner if the City puts through 82<sup>nd</sup> Street to Old Green Bay Road. Then you'll have some traffic, then we'll have a need. I don't see the need right now. I just think at that time the consideration could be taken up, not right now.

John Braig:

Good point.

Tom Terwall:

Is there even room for 82<sup>nd</sup> Street to go through now?

John Braig:

There's vacant land – if you look at the subdivision, and I haven't seen a plat, but if you look at what geography is there it looks like there is room for a right of way there.

Mike Pollocoff:

There is a right of way there.

Tom Terwall:

There is.

Jean Werbie-Harris:

With tight three barricades. The Village Police Chief did suggest possibly a light further down on the curve. I'm not sure if that's something the Plan Commission wanted to consider.

John Braig:

It's still a low traffic roadway.

Michael Serpe:

That's the whole thing and, John, I have to agree with you. This warrant does not warrant the lights because there's not enough traffic on it. If we're worried about polling nights, maybe a standard sign on the corner indicating polling place here, use caution or whatever. But just to put a street light when less than 200 feet away you have a lighted intersection.

Tom Terwall:

Mike, do we have street lights at the intersection of Old Green Bay Road and 93<sup>rd</sup> Street? No.

Jean Werbie-Harris:

Where the Family Catholic Bookstore is?

Tom Terwall:

No, that's 91<sup>st</sup>.

Mike Pollocoff:

Are you talking 93<sup>rd</sup> or 95<sup>th</sup>?

Tom Terwall:

I mean 95<sup>th</sup>.

Mike Pollocoff:

No.

Tom Terwall:

There are no lights. Because that intersection is pretty similar to this one.

Jean Werbie-Harris:

Except that's wide open and then there's no trees at all.

John Braig:

Well, nobody is driving through the trees.

Tom Terwall:

You have the same curve coming into it, though, from the south.

Mike Pollocoff:

That's a busier intersection.

John Braig:

Move denial of the request.

Michael Serpe:

I'll second that.

Tom Terwall:

**IT'S BEEN MOVED JOHN BRAIG AND SECONDED BY MICHAEL SERPE TO DENY THE REQUEST TO INSTALL STREET LIGHTS AT THE INTERSECTION OF OLD GREEN BAY ROAD AND 85<sup>TH</sup> STREET. ALL IN FAVOR SIGNIFY – I'M SORRY, THAT MOTION GOES TO RECOMMENDATION TO THE VILLAGE BOARD. SO I'LL REPHRASE THAT. THE MOTION AND THE SECOND IS TO SEND THE**

**RECOMMENDATION TO THE VILLAGE BOARD TO NOT APPROVE THE  
INSTALLATION OF STREET LIGHTS AT OLD GREEN BAY ROAD AND 85<sup>TH</sup>  
STREET. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed?

Don Hackbarth:

Aye.

Tom Terwall:

So ordered.

**7. ADJOURN.**

John Braig:

So moved.

Judy Juliana:

Second.

Tom Terwall:

All in favor say aye.

Voices:

Aye.

**Meeting Adjourned: 7:10 p.m.**

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

**PUBLIC HEARING AND CONSIDERATION OF RESOLUTION #12-06 FOR COMPREHENSIVE PLAN AMENDMENTS** 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:** Village staff recommends approval of **Plan Commission Resolution #12-06** to approve amendments to the Comprehensive Plan as outlined in said Resolution.

**PUBLIC HEARING AND CONSIDERATION OF A CONCEPTUAL 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 to be known as Cobblestone Creek.

**Recommendation:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Conceptual Plan** subject to the comments and conditions of the Village Staff Report of April 30, 2012.

## VILLAGE STAFF REPORT OF APRIL 30, 2012

### **CONSIDERATION OF RESOLUTION #12-06 FOR COMPREHENSIVE PLAN**

**AMENDMENTS** for the request of Rob Ernest, Senior Project Manager for Lexington Homes Inc., related to the proposed 4-building multi-family development 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.

**CONSIDERATION OF A CONCEPTUAL PLAN** for the request of Rob Ernest, Senior Project Manager for Lexington Homes Inc., related to the proposed 4-building multi-family development 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.)

- 1-1bdrm, 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.)

**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 plus 1,851 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 development on the senior housing development to the west. 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.

**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 buildings will be fully sprinklered.
- 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.

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:**

Village staff recommends approval of **Plan Commission Resolution #12-06** to approve amendments to the Comprehensive Plan as presented.

Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to 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.
- 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. 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 will be considered at the same meeting.
4. Upon approval of the Zoning Text and Map Amendments which includes the Final Plans and the DSIS Agreement and the CSM. The required Building, Erosion Control and Zoning Permit can be submitted for work to commence on the property.
5. 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.
6. 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.
7. 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.
8. Impact fees pursuant to Chapter 181 of the Village Code are required to be paid at time of building permit for each apartment building.
9. 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).

10. 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.
11. 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 approved 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.
12. 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.

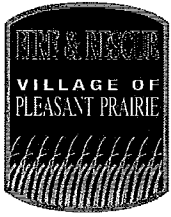
## **Concept Plan – General**

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



## 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**

- Water Usage
- Fire Protection Plans for Underground and Aboveground
- Fire Alarm System Plans
- 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.

\* \* \* \*

**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 with a swimming pool, 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.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

06-Comp Plan Amendments--Cobblestone Creek related amendments.doc

**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.

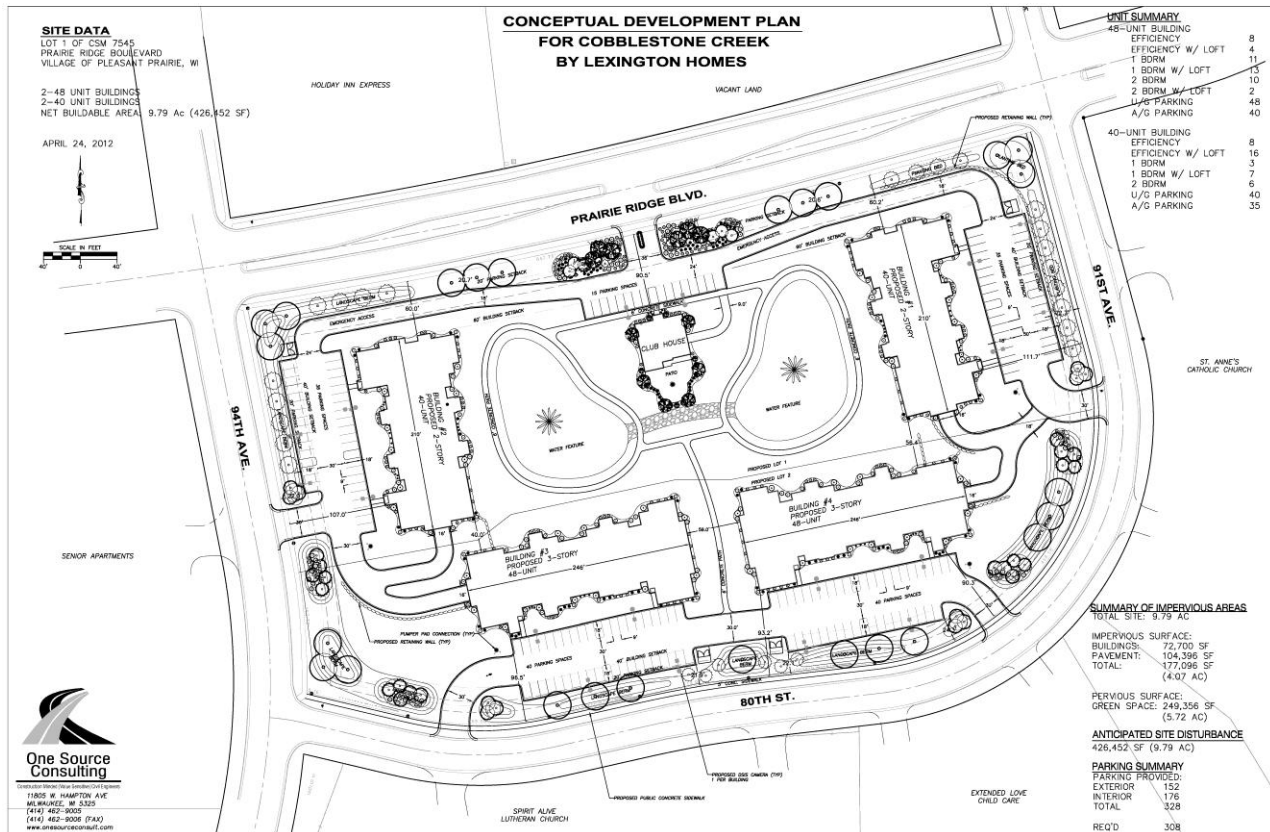
In addition, the land areas for residential development increases by approximately 10 acres and 176 apartment units within 4-buildings (72-efficiency units, 68 1- bedroom units and 36 2- bedroom units) including a clubhouse is being added to the Neighborhood. This development would increase the overall 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 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.

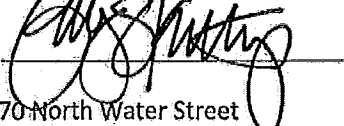
I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct.

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, THERES 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 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)



**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
Premises MONTHLY RENT\$
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.

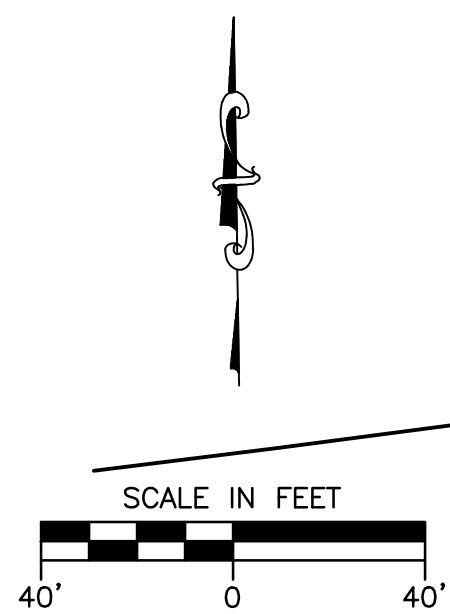
- Inspection Form(needs to be returned no later than 7 days)
Rules and Regulations
Co-signer application/addendum
Water Agreement (if applicable)
Smoke/CO2 Detector Form
Non-Standard Rental Provisions
Pet Agreement
Lawn and Snow Agreement (if applicable)
Promo Agreement
Satellite Agreement

**SITE DATA**

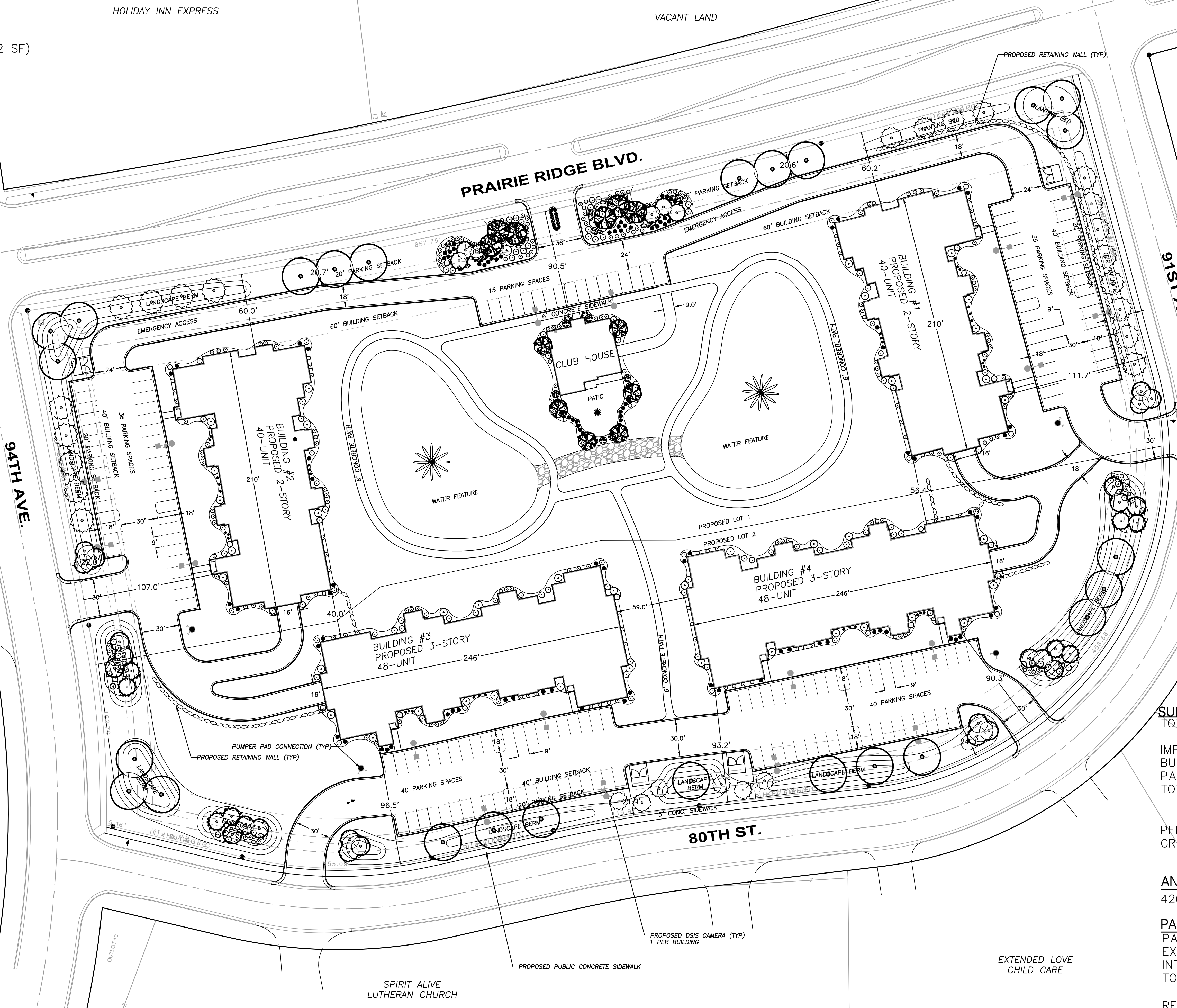
LOT 1 OF CSM 7545  
 PRAIRIE RIDGE BOULEVARD  
 VILLAGE OF PLEASANT PRAIRIE, WI

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 Mindful | Value Sensitive | Civil Engineers  
 11805 W. HAMPTON AVE  
 MILWAUKEE, WI 53225  
 (414) 462-9005  
 (414) 462-9006 (FAX)  
 www.onesourceconsult.com





Siteplan

























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



**LaPlant**  
Architecture, LLC  
EMAIL: [lplantarchitecture@yahoo.com](mailto:lplantarchitecture@yahoo.com)  
OFFICE: 926 WILLARD DRIVE  
GREEN BAY, WISCONSIN  
MAILING: 1592 RUSTIC WAY  
GREEN BAY, WISCONSIN 54313  
Telephone: (920) 737-9769



**LEXINGTON-HOMES-**  
Building Neighborhoods  
One Home at a Time  
OFFICE: 1300 North Kimps Ct.  
GREEN BAY, WISCONSIN 54313  
Telephone: (920) 662-1611  
Fax: (920) 662-8204  
EMAIL: [gwell@lexingtonneighborhoods.com](mailto:gwell@lexingtonneighborhoods.com)  
WEB: [lexingtonneighborhoods.com](http://lexingtonneighborhoods.com)

© Lexington Homes INC. 2012

**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**

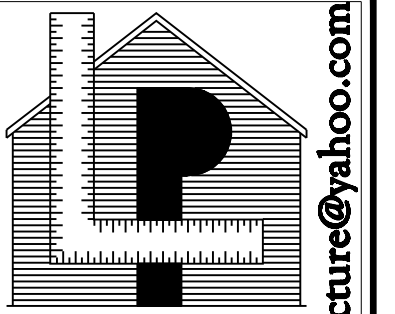
PRELIMINARY  
NOT FOR CONSTRUCTION



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



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



**LaPlant**  
Architecture, LLC

EMAIL: laplantarchitecture@yahoo.com  
OFFICE: 926 WILLARD DRIVE  
GREEN BAY, WISCONSIN  
MAILING: 1592 RUSTIC WAY  
GREEN BAY, WISCONSIN 54313  
Telephone: (920) 737-9769



**LEXINGTON  
-HOMES-**

Building Neighborhoods  
One Home at a Time

OFFICE: 1300 North Kimps Ct.  
GREEN BAY, WISCONSIN 54313  
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**  
**1.2**

PRELIMINARY  
NOT FOR CONSTRUCTION

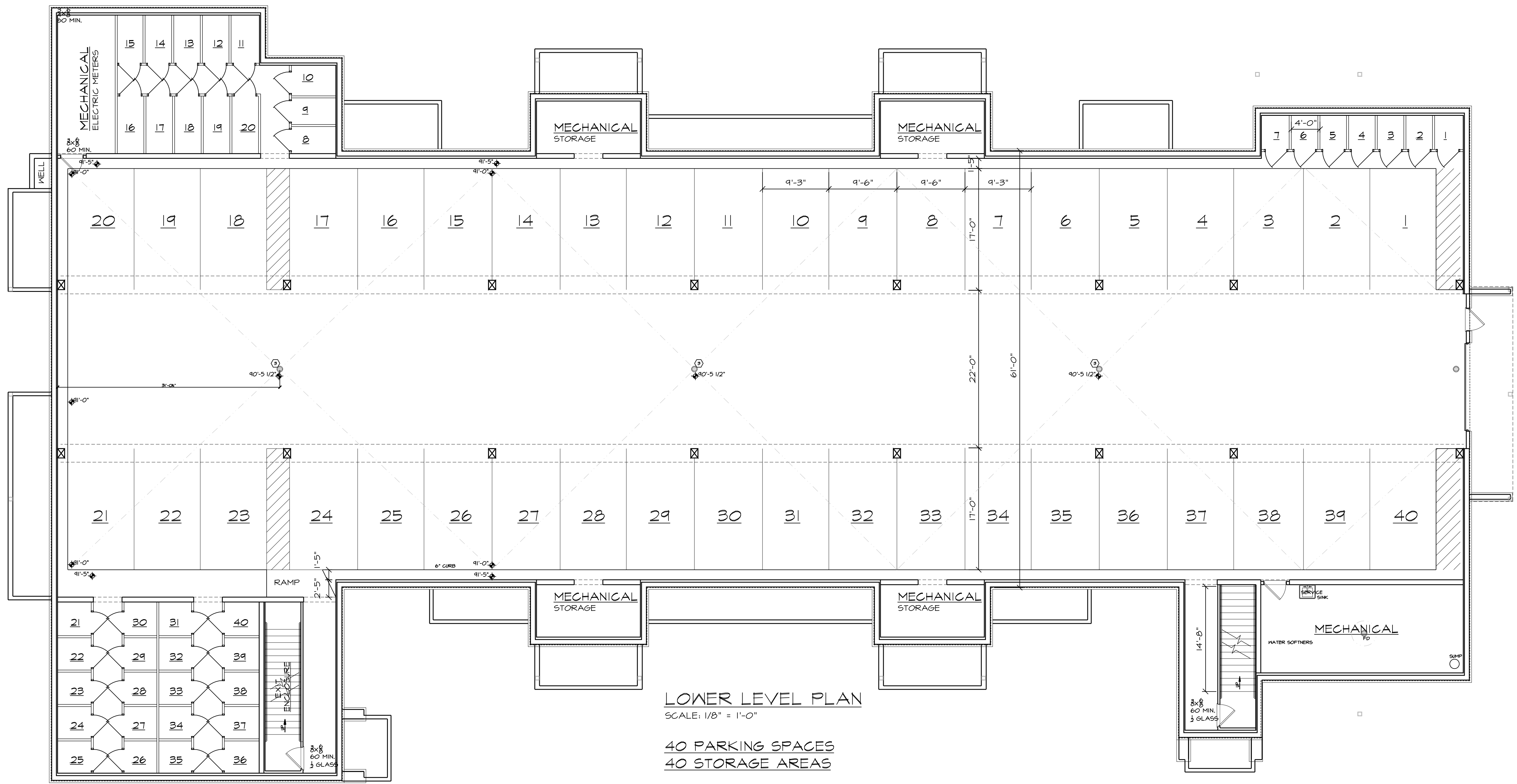


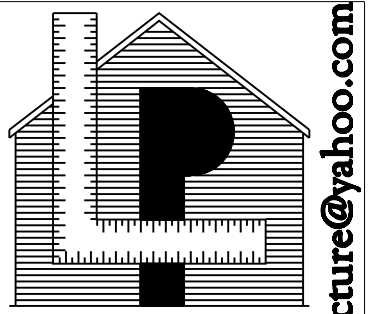
REVISION	DATE
XXX	XXXX

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

**A 2.0**

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**LaPlant**  
Architecture, LLC

OFFICE: 926 WILLARD DRIVE  
GREEN BAY, WISCONSIN  
MAILING: 1592 RUSTIC WAY  
GREEN BAY, WISCONSIN 54313  
Telephone: (920) 737-9769



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**HOMES**  
Building Neighborhoods  
One Home at a Time

OFFICE: 1300 North Kimps Ct.  
GREEN BAY, WISCONSIN 54313  
Telephone: (920) 662-1611  
Fax: (920) 662-8204

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

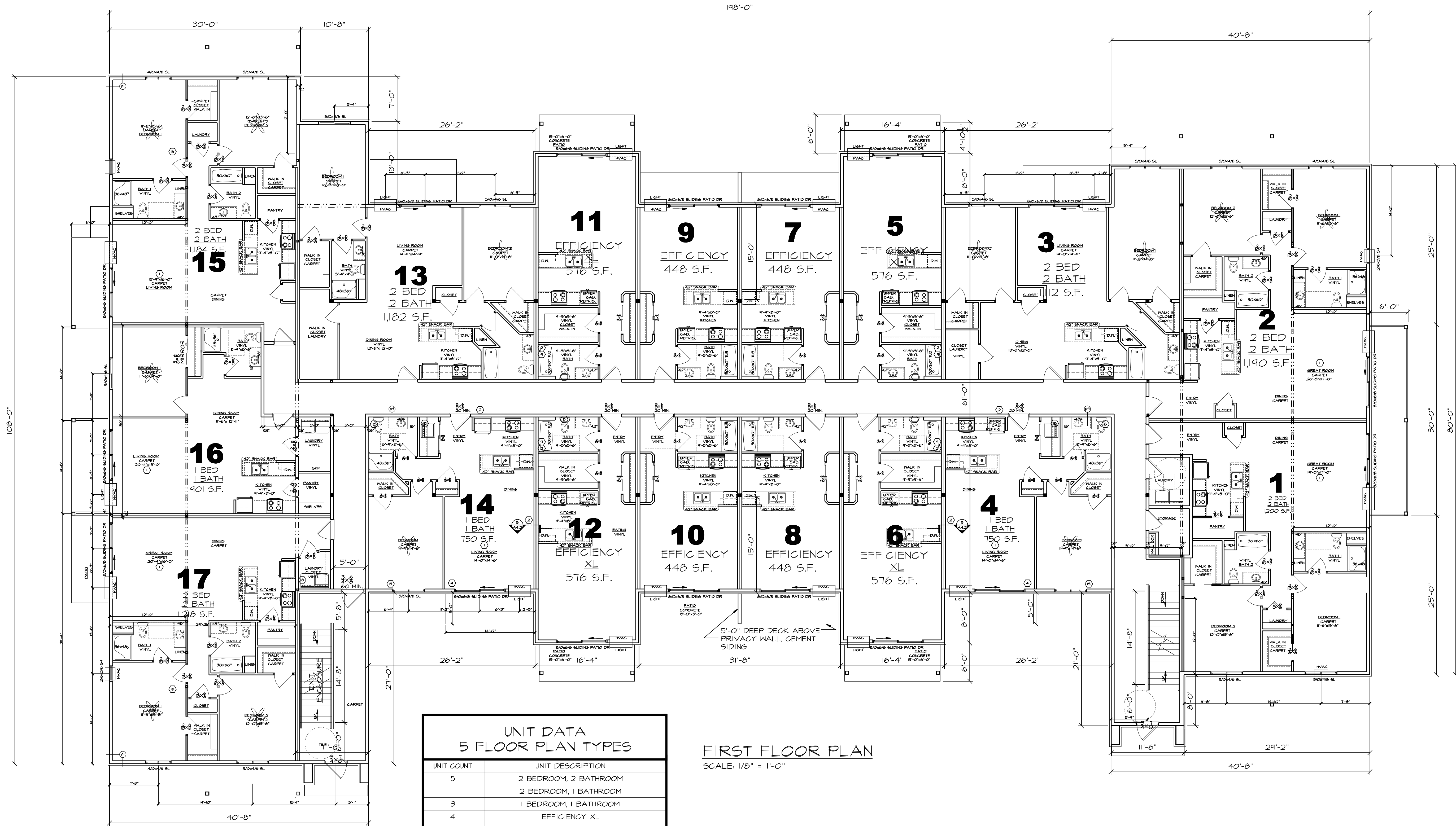
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**Cobblestone Creek**  
40 Unit with Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN

REVISION	DATE
XXX	XXXX

DATE  
4/5/2012  
PROJECT NO.  
461439  
SHEET

**A**  
**2.1**

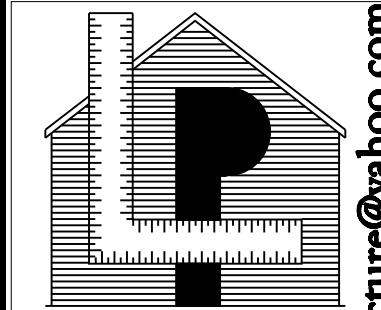


UNIT DATA 5 FLOOR PLAN TYPES	
UNIT COUNT	UNIT DESCRIPTION
5	2 BEDROOM, 2 BATHROOM
1	2 BEDROOM, 1 BATHROOM
3	1 BEDROOM, 1 BATHROOM
4	EFFICIENCY XL
4	EFFICIENCY
17	

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

PRELIMINARY  
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EMAIL: laplanarchitecture@yahoo.com  
OFFICE: 926 WILLARD DRIVE  
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GREEN BAY, WISCONSIN 54313  
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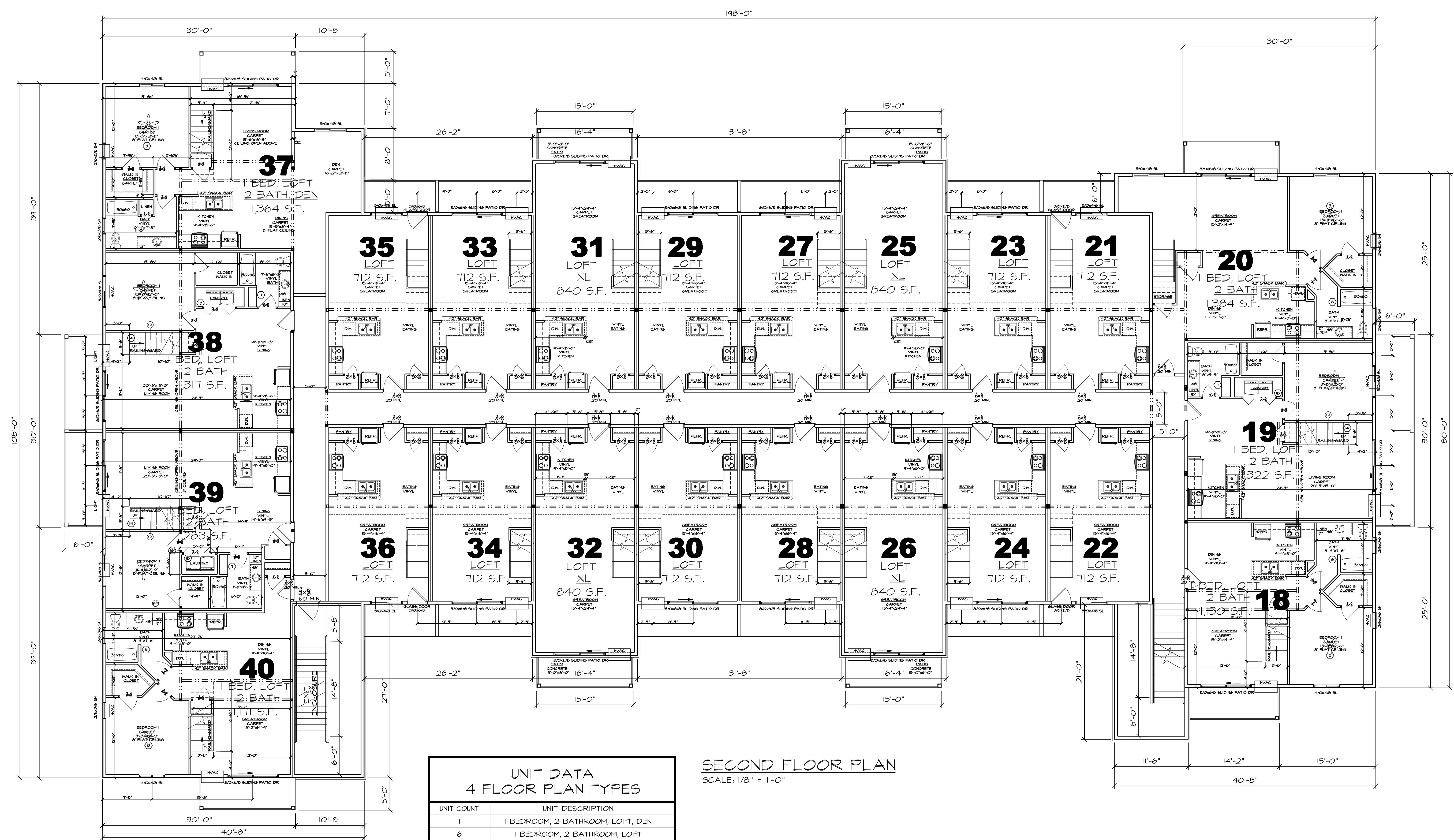
# Cobblestone Creek

40 Unit with Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN

REVISION	DATE
XXX	XXXX

DATE  
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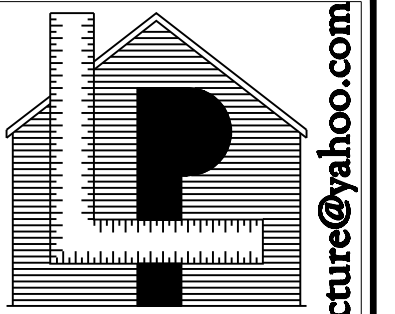
# A 2.2



UNIT DATA 4 FLOOR PLAN TYPES	
UNIT COUNT	UNIT DESCRIPTION
1	1 BEDROOM, 2 BATHROOM, LOFT, DEN
6	1 BEDROOM, 2 BATHROOM, LOFT
4	XL LOFT, 1 BATHROOM
12	LOFT, 1 BATHROOM
23	

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

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Architecture, LLC

EMAIL: laplantarchitecture@yahoo.com  
OFFICE: 926 WILLARD DRIVE  
GREEN BAY, WISCONSIN  
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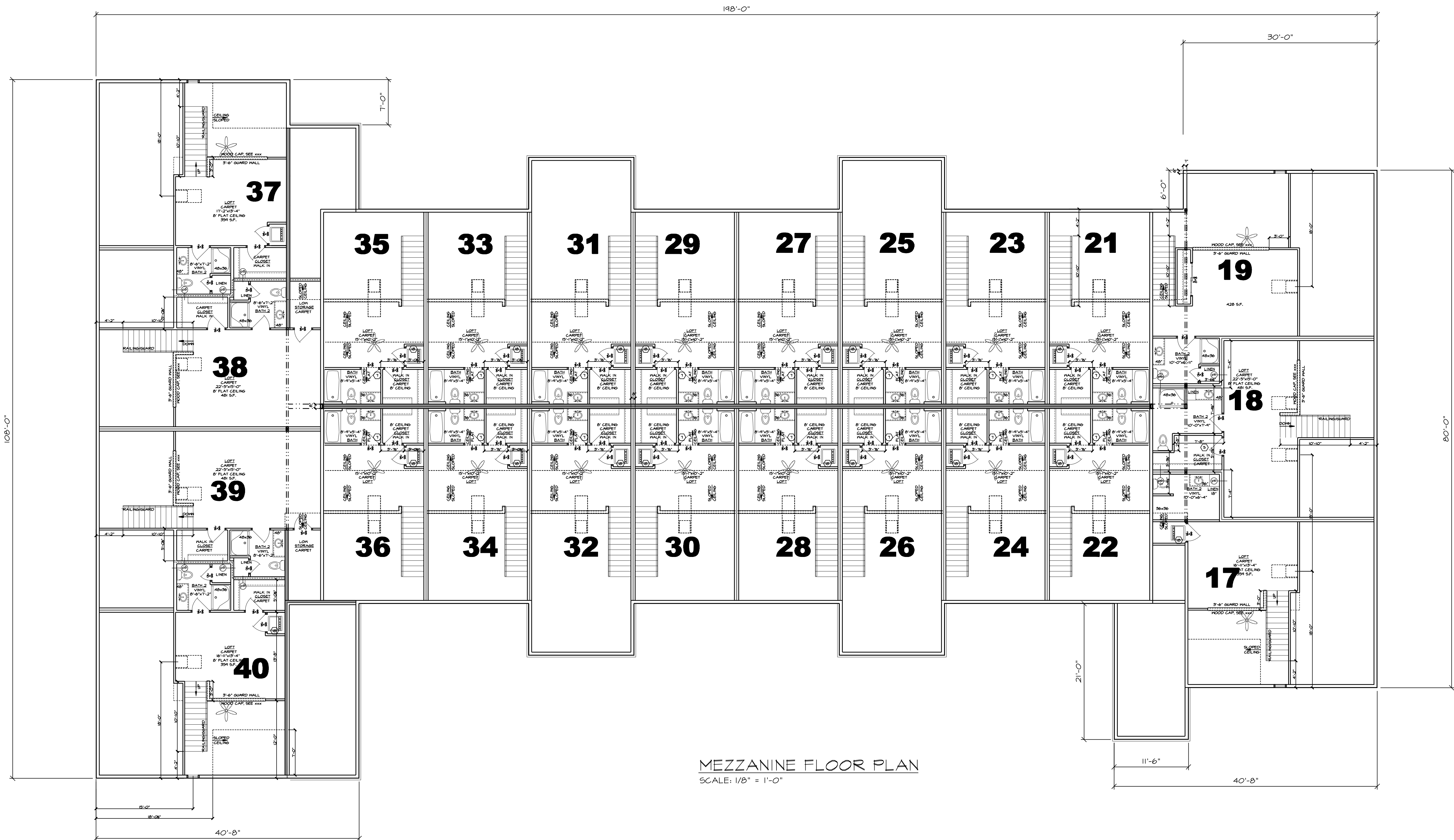
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**Cobblestone Creek**  
40 Unit with Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN



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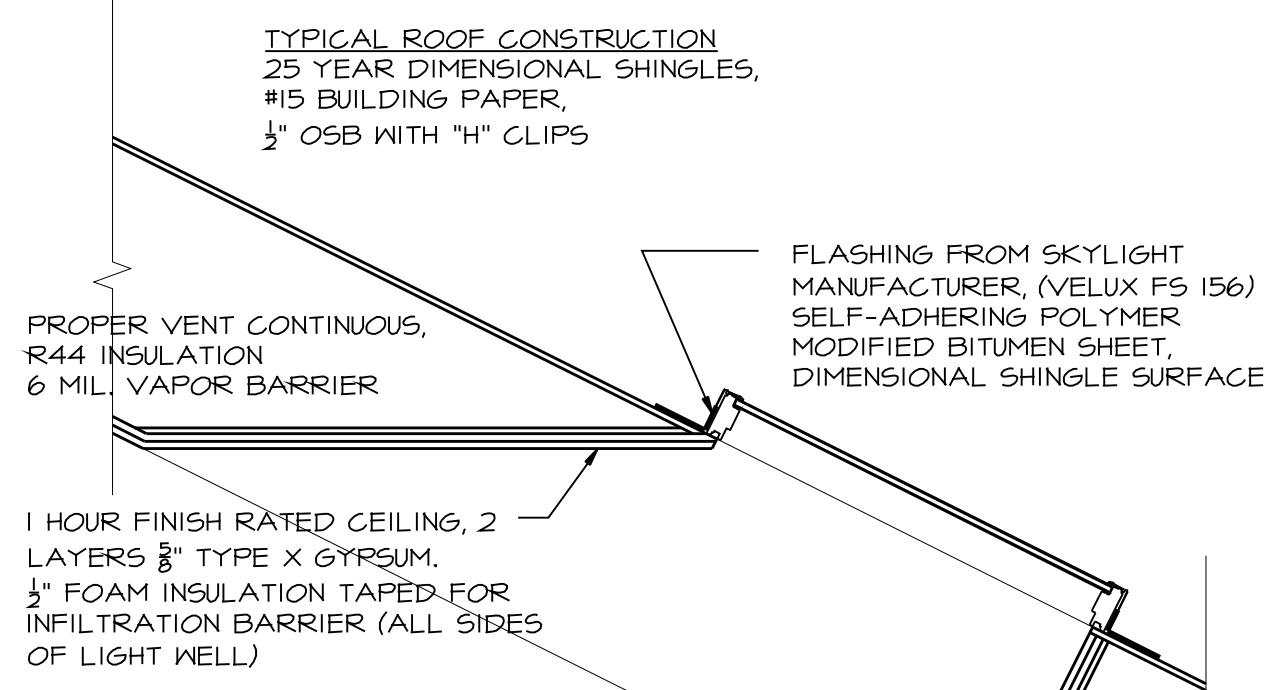
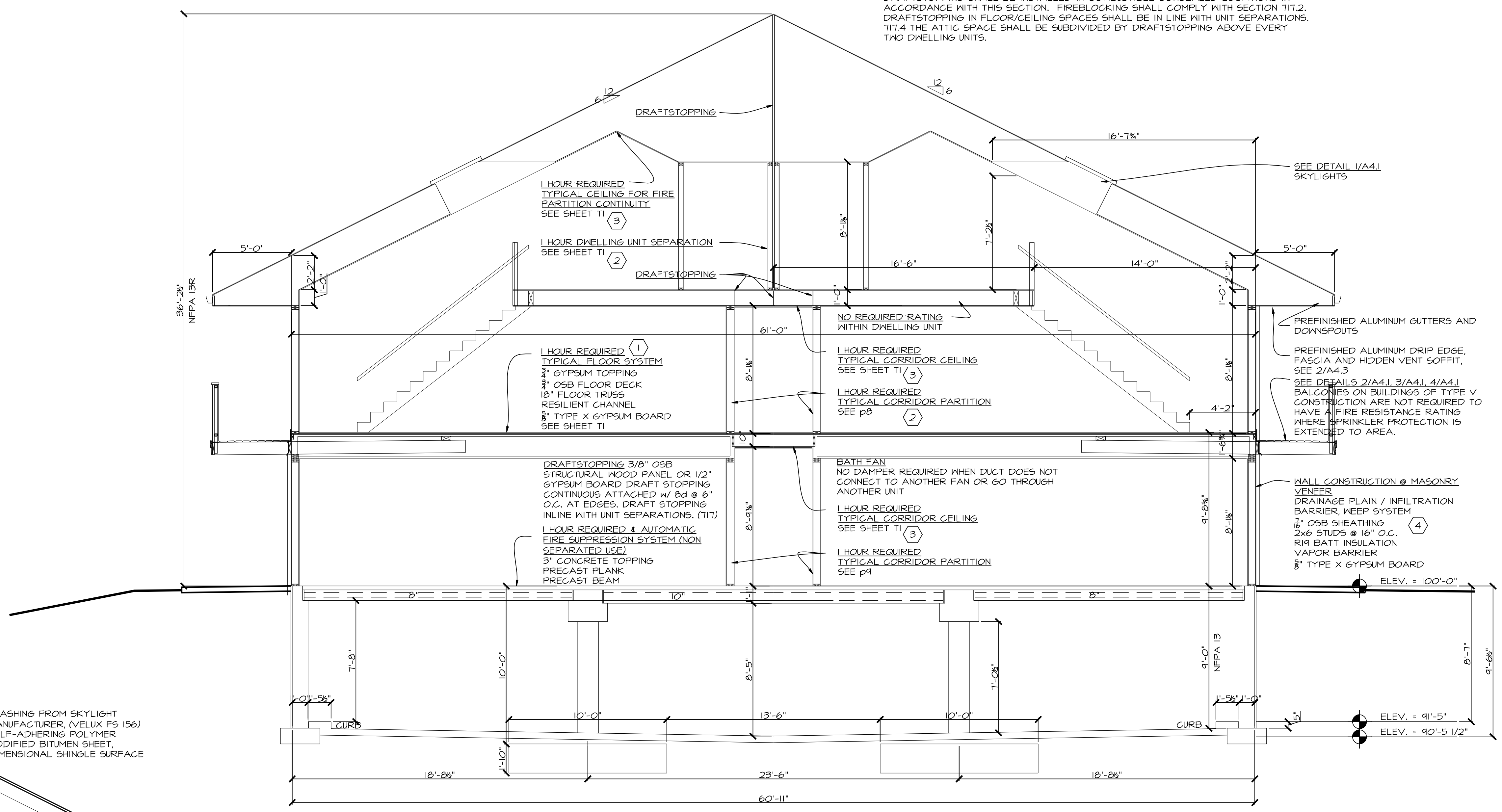
REVISION	DATE
XXX	XXXX

DATE  
4/5/2012  
PROJECT NO.  
461439

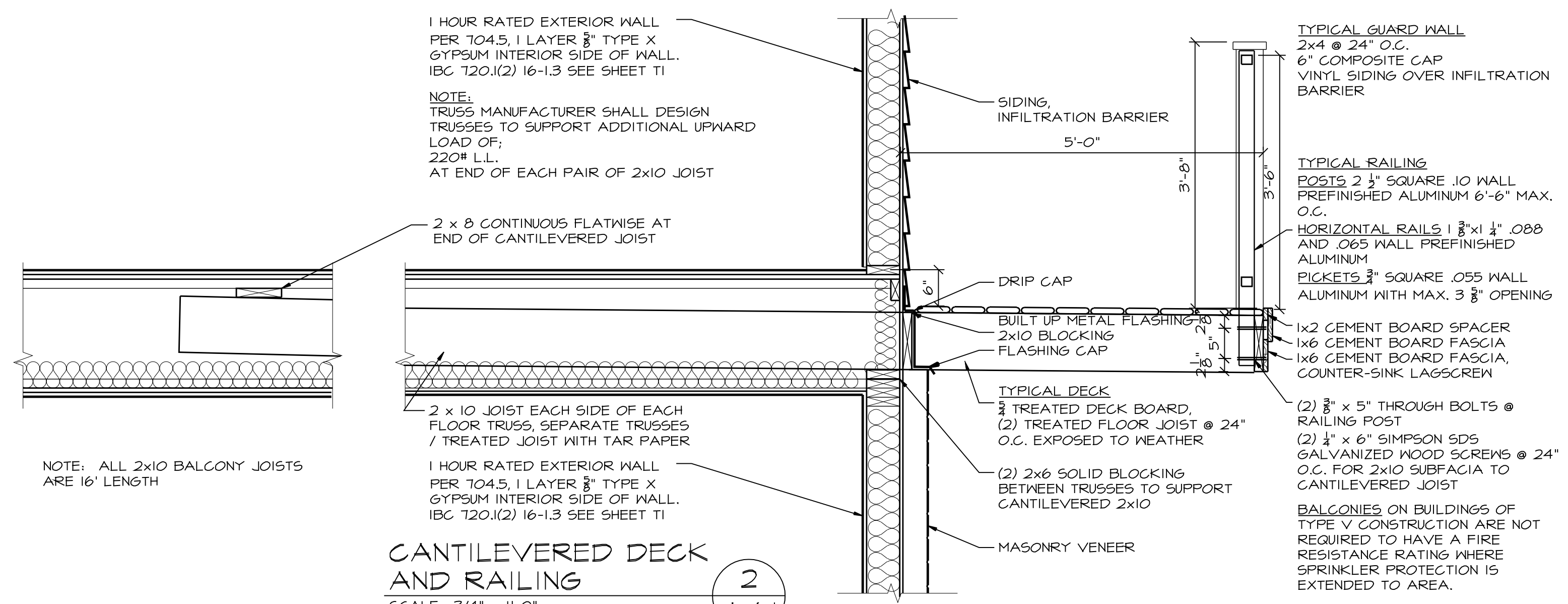
SHEET  
**A  
2.3**



DRAFTSTOPPING, JBC 717 - CONCEALED SPACES - FIREBLOCKING AND DRAFTSTOPPING SHALL BE INSTALLED IN COMBUSTIBLE CONCEALED LOCATIONS IN ACCORDANCE WITH THIS SECTION. FIREBLOCKING SHALL COMPLY WITH SECTION 717.2. DRAFTSTOPPING IN FLOOR/CEILING SPACES SHALL BE IN LINE WITH UNIT SEPARATIONS. 717.4 THE ATTIC SPACE SHALL BE SUBDIVIDED BY DRAFTSTOPPING ABOVE EVERY TWO DWELLING UNITS.



**SKYLIGHT**  
SCALE: 3/4" = 1'-0"



**CANTILEVERED DECK AND RAILING**  
SCALE: 3/4" = 1'-0"

**A CENTER OF BUILDING SECTION**  
SCALE: 1/4" = 1'-0"

REVISION	DATE
XXX	XXXX

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

**A 4.1**

PRELIMINARY  
NOT FOR CONSTRUCTION



**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"



**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

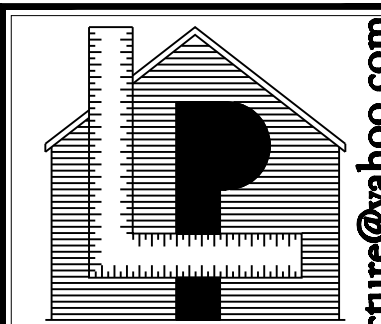




LEFT SIDE ELEVATION  
SCALE: 3/16" = 1'-0"



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



**LaPlant**  
Architecture, LLC

EMAIL: [laplanarchitecture@yahoo.com](mailto:laplanarchitecture@yahoo.com)

OFFICE: 926 WILLARD DRIVE  
GREEN BAY, WISCONSIN  
MAILING: 1592 RUSTIC WAY  
GREEN BAY, WISCONSIN 54313  
Telephone: (920) 737-9769



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

EMAIL: [gwell@lexingtonneighborhoods.com](mailto:gwell@lexingtonneighborhoods.com)  
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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

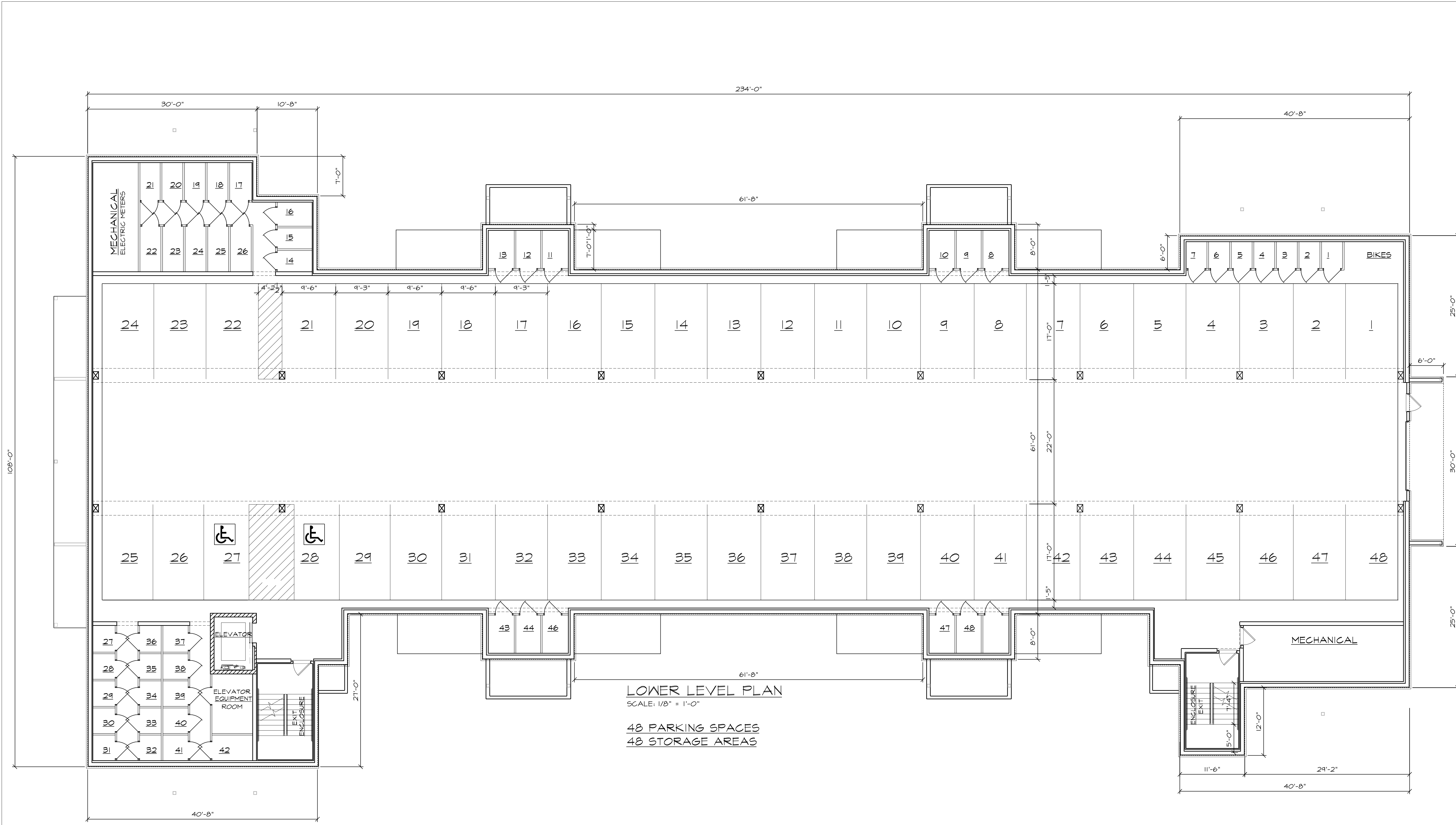
SHEET  
**A  
1.2**

PRELIMINARY  
NOT FOR CONSTRUCTION

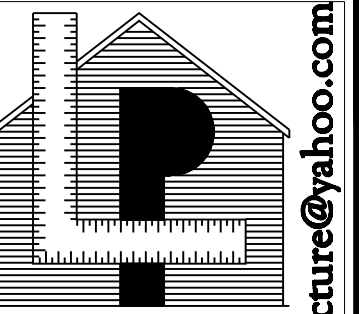
REVISION	DATE
XXX	XXXX

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

**A 2.0**



PRELIMINARY  
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**LaPlant**  
Architecture, LLC

EMAIL: [laplanarchitecture@yahoo.com](mailto:laplanarchitecture@yahoo.com)

OFFICE: 926 WILLARD DRIVE  
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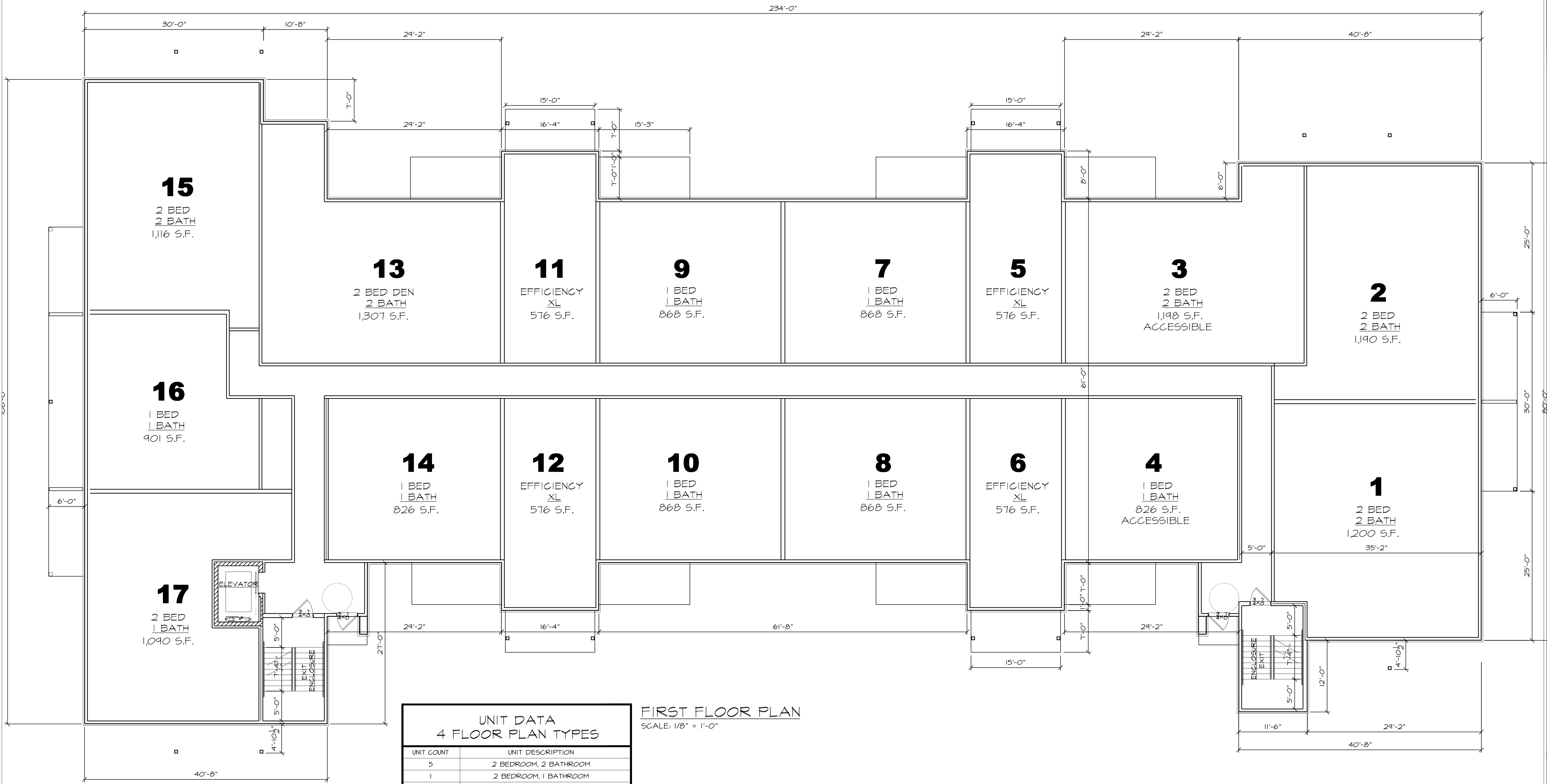
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**Cobblestone Creek**  
48 Unit with Elevator and Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN

REVISION	DATE
XXX	XXXX

DATE: 3/22/2012  
PROJECT NO. 461439

SHEET  
**A  
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"

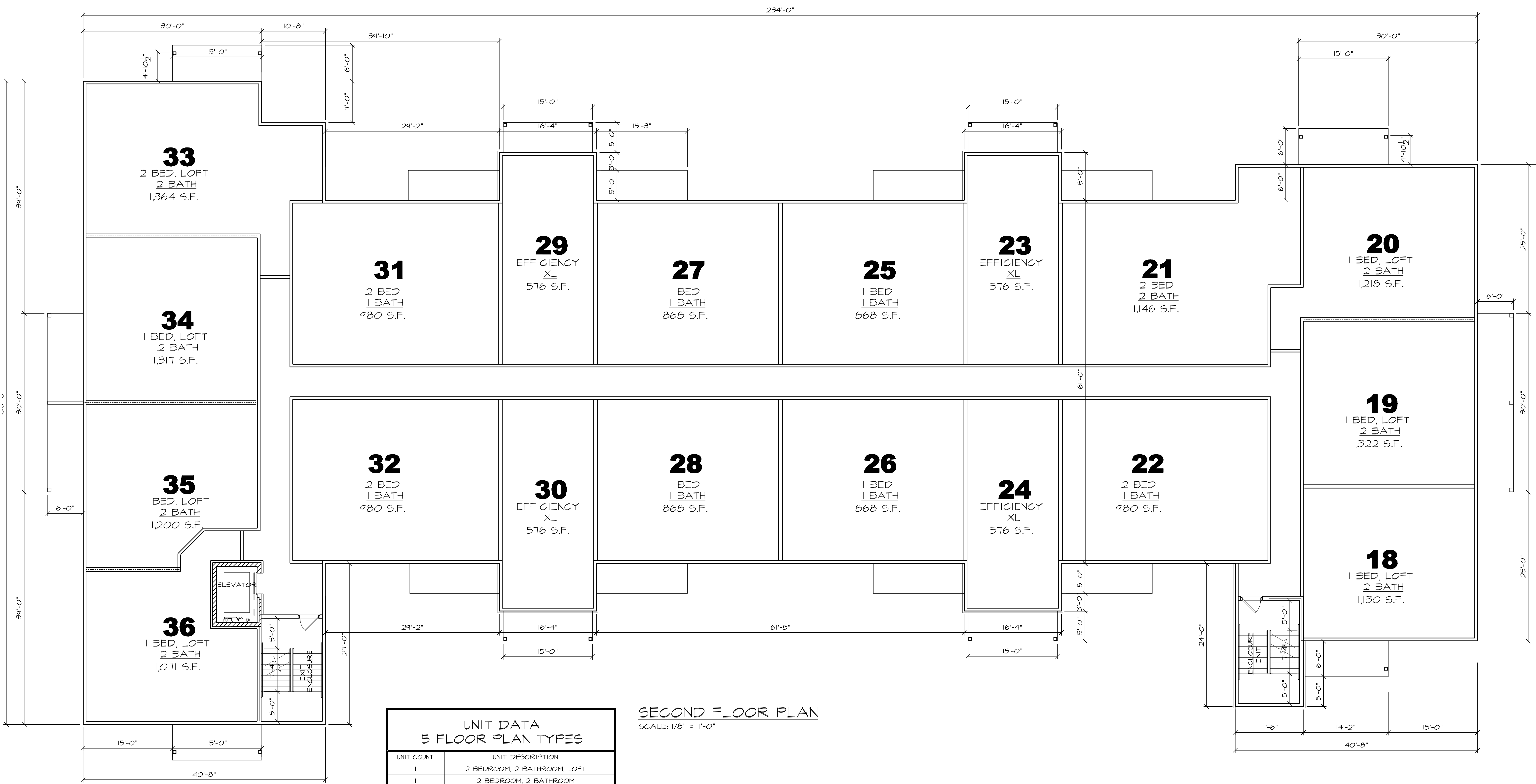
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XXX	XXXX

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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	

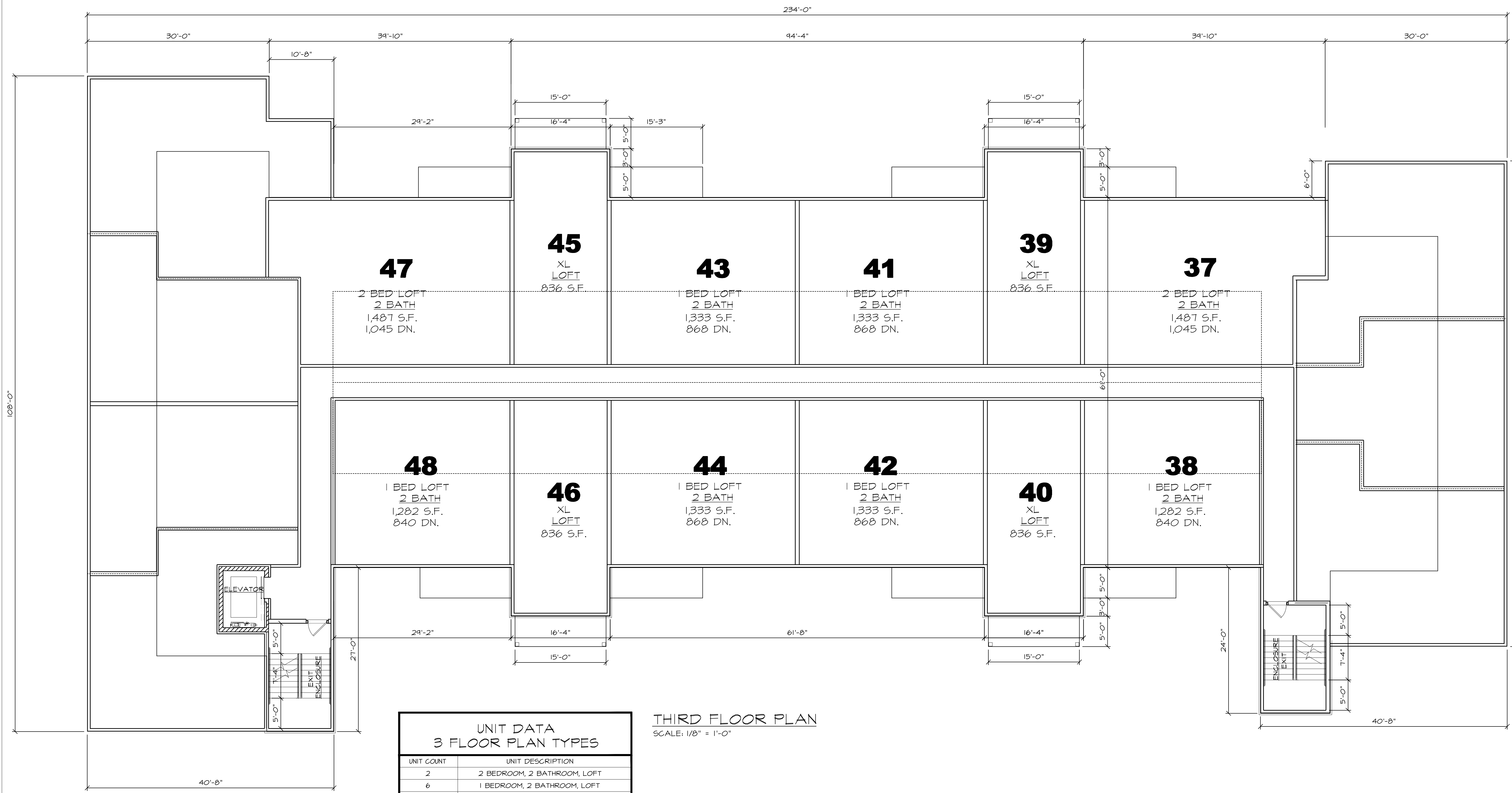
**SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

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DATE: 4/10/2012  
PROJECT NO. 461439

SHEET  
**A**  
**2.3**

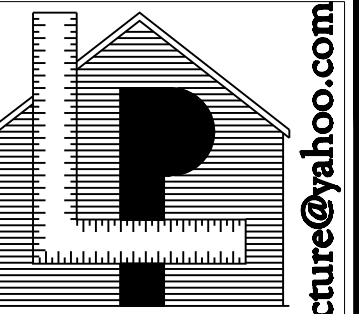


UNIT DATA 3 FLOOR PLAN TYPES	
UNIT COUNT	UNIT DESCRIPTION
2	2 BEDROOM, 2 BATHROOM, LOFT
6	1 BEDROOM, 2 BATHROOM, LOFT
4	XL LOFT, 1 BATHROOM
12	

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

PRELIMINARY  
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**LaPlant**  
Architecture, LLC

EMAIL: [laplanarchitecture@yahoo.com](mailto:laplanarchitecture@yahoo.com)

OFFICE: 926 WILLARD DRIVE  
GREEN BAY, WISCONSIN  
MAILING: 1592 RUSTIC WAY  
GREEN BAY, WISCONSIN 54313  
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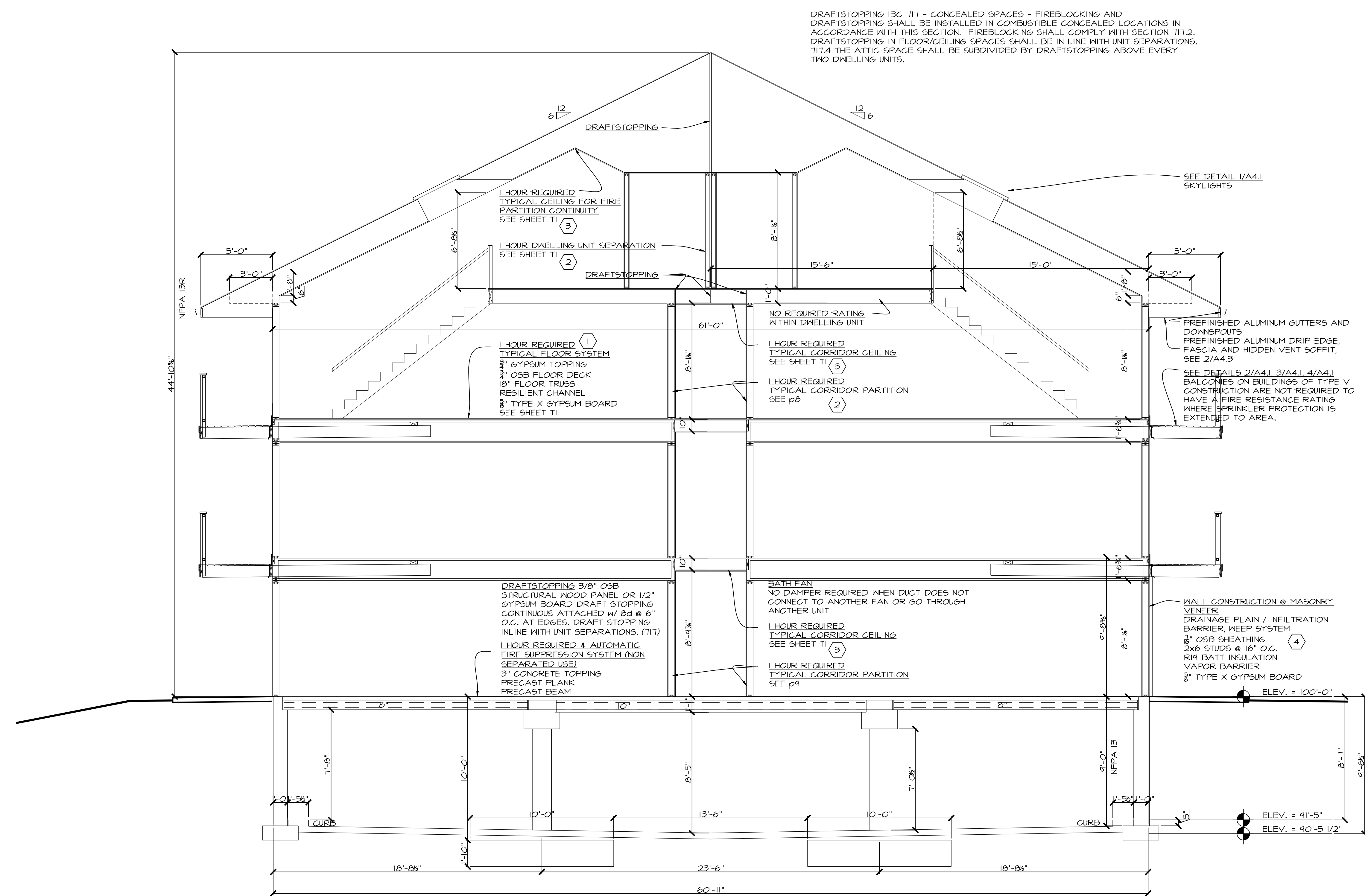
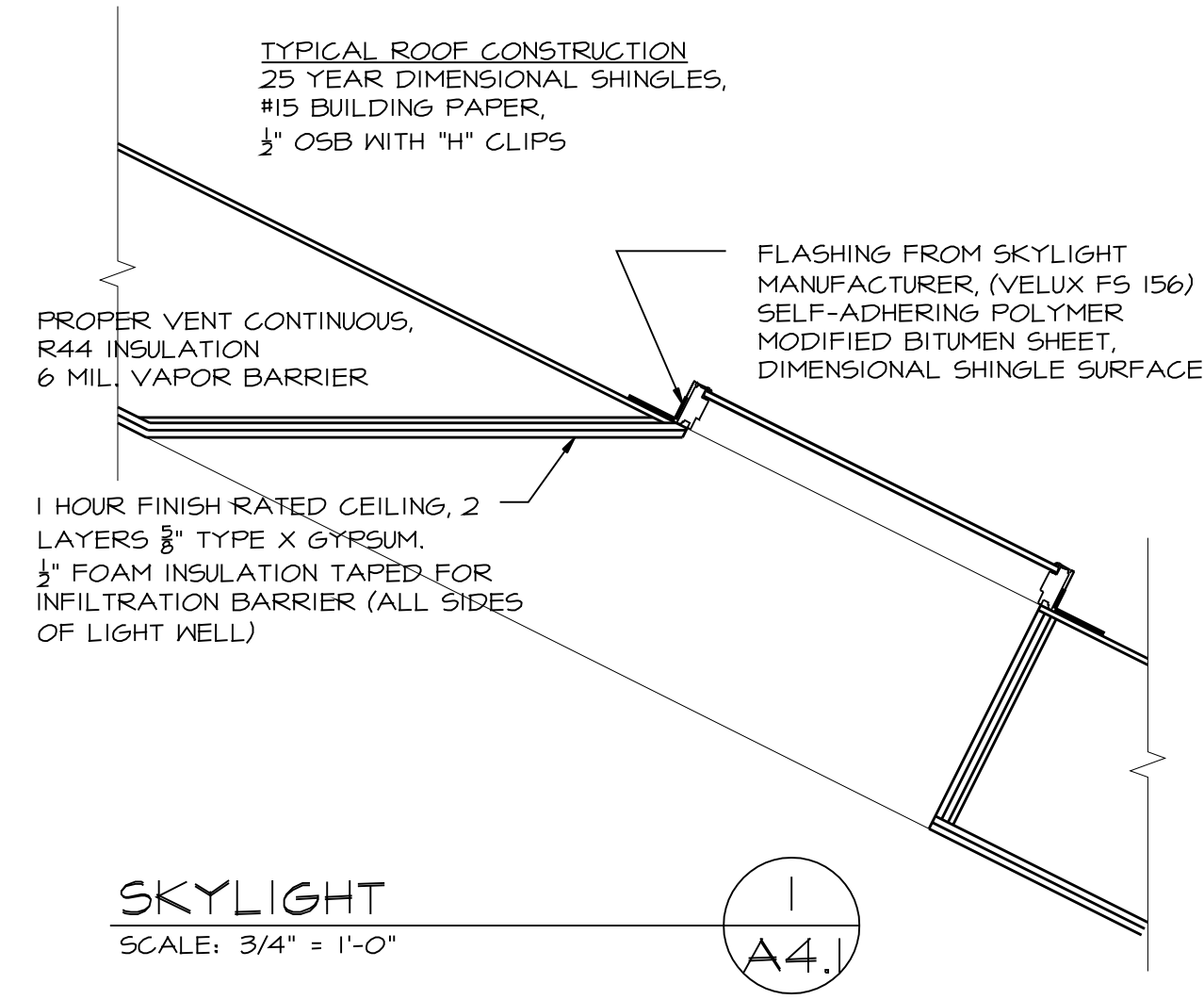
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**Cobblestone Creek**  
48 Unit with Elevator and Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN

REVISION	DATE
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SHEET  
**A 4.1**



**A 4.1**  
CENTER OF BUILDING SECTION  
SCALE: 1/4" = 1'-0"

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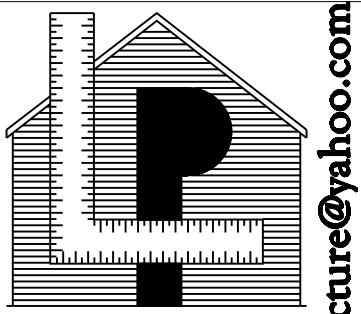
**Cobblestone Creek 48  
Pleasant Prairie  
4/10/2012**

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



**LaPlant**  
Architecture, LLC

EMAIL: laplantarchitecture@yahoo.com  
OFFICE: 926 WILLARD DRIVE  
GREEN BAY, WISCONSIN  
MAILING: 1592 RUSTIC WAY  
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Telephone: (920) 737-9769



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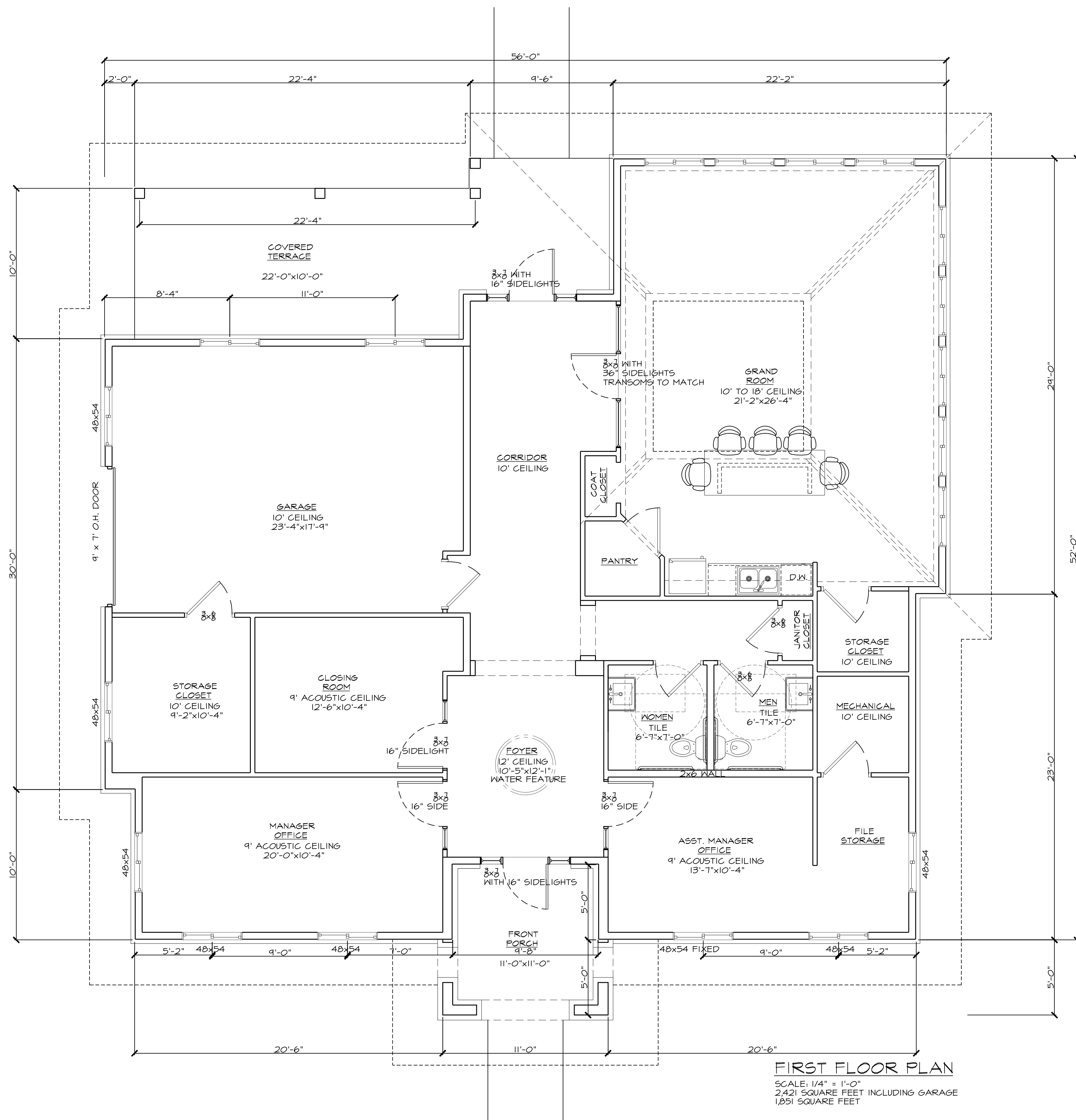
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**Cobblestone Creek**  
Clubhouse  
PLEASANT PRAIRIE, WISCONSIN



**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**





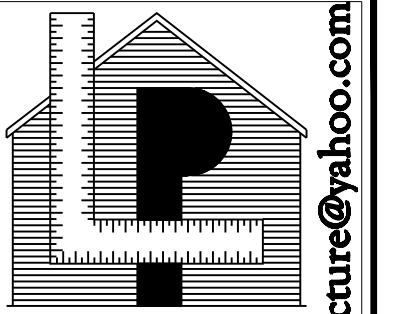
RIGHT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"



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



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



**LaPlant**  
Architecture, LLC

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OFFICE: 926 WILLARD DRIVE  
GREEN BAY, WISCONSIN  
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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

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

- C. Consider **Plan Commission Resolution #12-07** to initiate zoning text and map amendments related to the Village Floodplain regulations and official floodplain maps.
- D. Consider **Plan Commission Resolution #12-08** to initiate amendments to the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan related to the new floodplain map being issued by Federal Emergency Management Agency.

**Recommendations:**

Village staff recommends approval of **Plan Commission Resolution #12-07** as presented.

Village staff recommends approval of **Plan Commission Resolution #12-08** as presented.

**VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION  
RESOLUTION #12-07**

**RESOLUTION TO INITIATE A ZONING MAP AMENDMENT AND ZONING TEXT  
AMENDMENT RELATED TO THE FLOODPLAIN ORDINANCE AND FLOODPLAIN MAP  
AFFECTING THE VILLAGE OF PLEASANT PRAIRIE**

**WHEREAS**, the Village of Pleasant Prairie, pursuant to the provisions of Section 62.23 of the Wisconsin Statutes, has created a Village Plan Commission which may initiate amendments to the zoning text and zoning map for the Village of Pleasant Prairie; and

**WHEREAS**, on December 5, 1996, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issued a Flood Insurance Rate Map (FIRM) that identified the Special Flood Hazard Areas (SFHAs) for the areas subject to inundation by the base (1-percent-annual-chance) flood in the Village; and

**WHEREAS**, on July 6, 1998, the Village Board of Trustees adopted 100-year Floodplain and Floodway Maps and Profiles for the Des Plaines River Watershed for the areas located within the Village as prepared by the Southeastern Wisconsin Regional Planning Commission (SEWRPC); and

**WHEREAS**, FEMA recently completed a re-evaluation of the flood hazards in the Village which incorporates the Des Plaines River Watershed study and other floodplain boundary amendments approved by the Village, the Wisconsin Department of Natural Resources (DNR) and FEMA since the last FIRM update of December 5, 1996; and

**WHEREAS**, on July 31, 2007, FEMA provided the Village with preliminary copies of the Flood Insurance Study (FIS) report and FIRM that identify existing flood hazards in the Village, including Base Flood Elevations (BFS's) for review and comment; and

**WHEREAS**, the Village received a letter dated December 19, 2011 (See **Exhibit 1**) indicating that the statutory 90-day appeal period had ended and FEMA did not receive any appeals of the proposed BFEs during that time frame and therefore the Preliminary FIRM's for the Village will become effective on June 19, 2012; and

**WHEREAS**, Section 1361 of the National Flood Insurance Act of 1968, as amended, requires that within six (6) months from the date of the December 19, 2011, the Village is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to show evidence of the adoption of the floodplain management regulations that meet the standards of Paragraph 60.3 (d) of the NFIP regulations (44CFR 59, ect.) by the effective date of the FIRM (June 19, 2012); and

**WHEREAS**, these federal standards are the minimum requirements and do not supersede any State or Village requirements of a more stringent nature; and

**WHEREAS**, the State of Wisconsin also has minimum standards the Village shall meet; and

**WHEREAS**, Section 420-131 of the Village Zoning Ordinance sets forth the Village's floodplain regulations and this ordinance is required to meet the minimum standards of the federal government and the regulations of Wisconsin; and

**WHEREAS**, the Wisconsin Department of Natural Resources (WI DNR) has provided the Village with a model ordinance that includes both the minimum regulatory standards required in ch. NR 116, Wis. Admin. Code, and those of the National Flood Insurance Program 44 CFR 59-72; and

**WHEREAS**, Section 87.30(1)(b), Wis, Stats., allows for the Village to adopt a floodplain zoning ordinance that is more restrictive than the provisions required by the State, but not less restrictive; and

**WHEREAS**, the Village staff has reviewed Section 420-131 of the Village Zoning Ordinance and has determined that several amendments are required to ensure continued compliance with federal and State minimum requirements; and

**WHEREAS**, the Village understands that communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP.

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

1. That the Village Plan Commission hereby petitions the Village Board of Trustees to amend to Village Floodplain Ordinance and Floodplain Zoning Maps to adopt the FIRM and FIS and to amend the Village Floodplain Ordinance to ensure continued compliance with federal and State requirements.
2. That these various changes are hereby referred to the Village staff for further study and recommendation;
3. That the Village Plan Commission is not, by this Resolution, making any determination regarding its recommendations with respect to the merits of the proposed changes, rather, is only initiating the process by which the proposed Ordinance can be promptly evaluated.

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

**VILLAGE OF PLEASANT PRAIRIE**

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

ATTEST:

\_\_\_\_\_  
Donald Hackbarth  
Plan Commission Secretary

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





# Federal Emergency Management Agency

Washington, D.C. 20472

RECEIVED

DEC 27 2011

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:  
19P

PLEASANT PRAIRIE

December 19, 2011

John Steinbrink  
Village President  
Village of Pleasant Prairie  
Village Hall  
9915 39th Avenue  
Pleasant Prairie, Wisconsin 53158

Community: Village of Pleasant Prairie,  
Kenosha County, Wisconsin  
Community No.: 550613  
Map Panels Affected: See Attached List

Dear Mr. Steinbrink:

This is to formally notify you of the final flood elevation determination for the Village of Pleasant Prairie, Kenosha County, Wisconsin, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood elevations shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

On December 5, 1996, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issued a Flood Insurance Rate Map (FIRM) that identified the Special Flood Hazard Areas (SFHAs), the areas subject to inundation by the base (1-percent-annual-chance) flood, in your community. Recently, FEMA completed a re-evaluation of flood hazards in your community. On July 31, 2007, FEMA provided you with Preliminary copies of the Flood Insurance Study (FIS) report and FIRM that identify existing flood hazards in your community, including Base Flood Elevations (BFEs). The proposed BFEs for your community were published in *The Kenosha News* on or about November 19, 2008, and November 26, 2008, and in the *Federal Register*, at Part 67, Volume 73, Pages 2865 thru 2868, on January 16, 2008.

The statutory 90-day appeal period, which was initiated on the second newspaper publication date cited above, has ended. FEMA did not receive any appeals of the proposed BFEs during that time. Accordingly, the BFEs for your community are considered final. The final rule for BFEs will be published in the *Federal Register* as soon as possible. The FIRM for your community will become effective on June 19, 2012. Before the effective date, FEMA will send you final printed copies of the FIS report and FIRM.

Because the FIS report establishing the BFEs for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter. Prior to June 19, 2012, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP regulations (44 CFR 59, etc.) by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(d) of the NFIP regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(d);
2. Adopting all the standards of Paragraph 60.3(d) into one new, comprehensive set of regulations;  
or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(d).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended.

In addition to your community using the FIS report and FIRM to manage development in the floodplain, FEMA will use the FIS report and FIRM to establish appropriate flood insurance rates. On the effective date of the revised FIRM, actuarial rates for flood insurance will be charged for all new structures and substantial improvements to existing structures located in the identified SFHAs. These rates may be higher if structures are not built in compliance with the floodplain management standards of the NFIP. The actuarial flood insurance rates increase as the lowest elevations (including basement) of new structures decrease in relation to the BFEs established for your community. This is an important consideration for new construction because building at a higher elevation can greatly reduce the cost of flood insurance.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment (LOMAs), Letters of Map Revision (LOMRs)) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the SFHA as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels because the flood hazard information on which the original determinations were based are being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

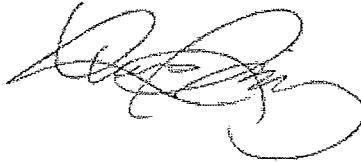
The FIRM and FIS report for your community have been prepared in our countywide format, which means that flood hazard information for all jurisdictions within Kenosha County, Wisconsin, has been combined into one FIRM and FIS report. When the FIRM and FIS report are printed and distributed, your community will receive only those panels that present flood hazard information for your community.

We will provide complete sets of the FIRM panels to county officials, where they will be available for review by your community.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

If your community is encountering difficulties in enacting the necessary floodplain management measures required to continue participation in the NFIP, we urge you to call the Director, Federal Insurance and Mitigation Division of FEMA, Region V, in Chicago, Illinois, at (312) 408-5500 for assistance. If you have any questions concerning mapping issues in general or the enclosed Summary of Map Actions, please call our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Frequently Asked Questions Regarding the Effects that Revised Flood Hazards have on Existing Structure*, *Use of Flood Insurance Study (FIS) Data as Available Data*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <http://www.floodmaps.fema.gov/lfd>. Paper copies of these documents may also be obtained by calling our (FMIX).

Sincerely,



Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

Enclosure:

Final Summary of Map Actions  
List of panel numbers

cc: Community Map Repository  
Michael R. Spence, P.E., LEED AP, Village Engineer, Village of Pleasant Prairie

Community: Village of Pleasant Prairie,  
Kenosha County, Wisconsin  
Community No.: 550613

Map Panels Affected: 55059C0179D, 55059C0183D, 55059C0184D, 55059C0187D,  
55059C0188D, 55059C0189C, 55059C0191D, 55059C0192D, 55059C0193D, 55059C0194D,  
55059C0211D, 55059C0212D, 55059C0213D, 55059C0214D, 55059C0216D, 55059C0218D,  
55059C0306D, 55059C0307D, 55059C0326D, 55059C0327D, 55059C0331D

## FINAL SUMMARY OF MAP ACTIONS

Community: PLEASANT PRAIRIE, VILLAGE OF

Community No: 550613

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs) and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on June 19, 2012.

**1. LOMCs Incorporated**

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Old Panel	New Panel
LOMR	00-05-251P	01/16/2001	UNNAMED TRIB.-TREE ESTATES SUBD.(FOLLOW-UP TO LOMA 00-05-2416A)	5506130005B	55059C0326D

**2. LOMCs Not Incorporated**

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

LOMC	Case No.	Date Issued	Project Identifier	Old Panel	New Panel
LOMA	97-05-5324A	10/03/1997	OAK HI UNIT A - LOT 20 - 11108 86TH STREET	5506130010B	55059C0187D
LOMA	99-05-1700A	04/14/1999	OAK HI, UNIT A - LOT 19 - 11120 86TH STREET	5506130010B	55059C0187D
LOMA	00-05-2416A	05/16/2000	6771 125TH STREET	5506130005B	55059C0326D
LOMA	00-05-4208A	07/20/2000	9009 RIVER ROAD	5506130010B	55059C0187D
LOMA	03-05-0652A	11/22/2002	CAROL BEACH ESTATES, UNIT NO. 2, BLK 22, LOT 11; 324 110TH STREET	5506130005B	55059C0214D
LOMA	03-05-3299A	05/30/2003	CAROL BEACH ESTATES UNIT NO. 2, BLOCK 22, LOT 12; 318 110TH STREET	5506130005B	55059C0214D
LOMA	03-05-5614A	10/24/2003	CAROL BEACH ESTATES, BLOCK 7, LOT 35; 11051 8TH AVENUE	5506130005B	55059C0214D
LOMA	04-05-1667A	01/21/2004	CAROL BEACH ESTATES, UNIT 4, BLOCK 33, LOT 17; 9993 LAKESHORE DRIVE	5506130005B	55059C0214D

## FINAL SUMMARY OF MAP ACTIONS

Community: PLEASANT PRAIRIE, VILLAGE OF

Community No: 550613

LOMC	Case No.	Date Issued	Project Identifier	Old Panel	New Panel
LOMA	03-05-5503A	02/27/2004	OAK HI - UNIT A, LOT 21; 8619 111TH AVENUE	5506130010B	55059C0187D
LOMA	04-05-1699A	04/02/2004	CHIWAUKEE SUBDIVISION, LOT 61; 12699 1ST COURT	5506130005B	55059C0331D
LOMA	04-05-3022A	06/18/2004	OAK-HI, UNIT A, LOT 48; 11269 84TH STREET	5506130010B	55059C0187D
LOMR-F	04-05-3917A	10/22/2004	LAKEVIEW CORPORATE PARK	5506130010B	55059C0193D
LOMA	05-05-0727A	01/14/2005	CHIWAUKEE SUBDIV, LOT 39 -- 12535 LAKESHORE DRIVE	5506130005B	55059C0331D
LOMA	05-05-1580A	04/01/2005	OAK-HI UNIT A, LOT 76 -- 8608 111TH AVENUE	5506130010B	55059C0187D
LOMA	05-05-1247A	04/01/2005	OAK HI, UNIT A, LOT 45 -- 11245 84TH STREET	5506130010B	55059C0187D
LOMR-F	06-05-BH85A	07/25/2006	B700 BLOCK OF OLD GREEN BAY ROAD -- PORTION OF SECTION 15, T1N, R22E (W)	5506130010B	55059C0192D
LOMA	08-05-1621A	01/31/2008	CAROL BEACH ESTATES UNIT NO. 2, BLOCK 13, LOT 7 -- 11415 LAKESHORE DRIVE	5506130005B	55059C0218D
LOMA	08-05-3857A	06/30/2008	OAK HI UNIT A, LOT 52 -- 8421 113TH AVENUE	5506130010B	55059C0187D
LOMA	08-05-5399A	11/06/2008	OAK HI UNIT A, LOT 16 -- 11218 86TH STREET	5506130010B	55059C0187D
LOMA	10-05-4354A	07/20/2010	LOT 22, OAK-HI UNIT A -- 8633 111TH AVENUE	5506130010B	55059C0187D
LOMA	10-05-5615A	08/17/2010	PARCEL 1, CERTIFIED SURVEY MAP NO. 2001 -- 12219 1ST COURT	5506130005B	55059C0331D
LOMA	11-05-2347A	02/22/2011	LOT 33, TOBIN CREEK SUBDIVISION NORTH -- 1323 110TH STREET	5506130005B	55059C0214D
LOMA	11-05-5919A	08/18/2011	9926 122ND STREET	5506130010B	55059C0193D

### 3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new detailed flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

## FINAL SUMMARY OF MAP ACTIONS

Community: PLEASANT PRAIRIE, VILLAGE OF

Community No: 550613

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
			NO CASES RECORDED	

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.

**4. LOMCs To Be Redetermined**

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures has changed, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Identifier	Old Panel	New Panel
			NO CASES RECORDED		



**VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION  
RESOLUTION #12-08**

**RESOLUTION TO INITIATE AMENDMENTS TO THE VILLAGE OF PLEASANT PRAIRIE,  
WISCONSIN, 2035 COMPREHENSIVE PLAN**

**WHEREAS**, the Village Plan Commission may initiate a petition for an amendment to the Village Comprehensive Plan pursuant to Chapter 390 of the Village Code of Ordinances; and

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

**WHEREAS**, at the time the Comprehensive Plan was adopted, FEMA was conducting a Map Modernization Program for Kenosha County which resulted in updated FEMA floodplain maps for the Village. Map 6.14 of the Comprehensive Plan illustrates the floodplain information that was effective in the Village; however, upon the receipt of Final Map from FEMA the Village needs to amend the appropriate Sections of the Village Floodplain Zoning Ordinance and Maps and the Comprehensive Plan; and

**WHEREAS**, FEMA has recently completed the Floodplain Maps for the Village and the Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) for the Village and these Maps will become effective on June 19, 2012.

**NOW THEREFORE, BE IT RESOLVED**, by the Village Plan Commission, as follows:

1. That the Village Plan Commission hereby initiates and petitions to update and amend the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan* as a result of the completion of the FIS and FIRM as discussed above.
2. That the proposed amendments are hereby referred to the Village staff for further study and recommendation.
3. That the public participation plan requirement for these changes are a part of the original public participation plan adopted by the Village Board by Plan Commission Resolution #06-53 on November 20, 2006. In addition, the Village will provide the required 30-day public notice and the required public hearing pursuant to Chapter 390 of the Village Municipal Code entitled, "Comprehensive Plan".

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

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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