AGENDA VILLAGE OF PLEASANT PRAIRIE

PLEASANT PRAIRIE VILLAGE BOARD PLEASANT PRAIRIE WATER UTILITY

PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue

Pleasant Prairie, WI December 9, 2013

Immediately following the 6:00 p.m. Plan Commission meeting

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Minutes of Meeting November 18, 2013
- 5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
- 6. Administrator's Report
- 7. Unfinished Business
 - A. Consider renewal application for Scotty's Mobile Home Park License.
- 8. New Business
 - A. Receive Plan Commission recommendation and consider a Conceptual Plan for the proposed Senior Lifestyle Community generally located south of Prairie Ridge Boulevard and east of 97th Court within the Prairie Ridge development.
 - B. Consider purchase of comprehensive backup and storage units for the Information Technology Department.
 - C. Consider construction management services agreement for the proposed Fire Station No. 1 project.
 - D. Consider Resolution #13-28 relating to an amendment to the 2013 budget.
 - E. Consider a Partnership Agreement between the RecPlex and the Wisconsin Juniors Volleyball Club.
- 9. Village Board Comments
- 10. Adjournment

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

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

9915 - 39th Avenue Pleasant Prairie, WI November 18, 2013 6:00 p.m.

A regular meeting of the Pleasant Prairie Village Board was held on Monday, November 18, 2013. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz and Mike Serpe. Clyde Allen was excused. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury; Fire & Rescue Chief; Rocco Vita, Village Assessor; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director; Dan Honore, IT Director; Sandro Perez, Inspection Superintendent and Jane M. Romanowski, Village Clerk. Two citizens attended the meeting.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. MINUTES OF MEETINGS NOVEMBER 4, 2013

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any corrections, additions, changes, disagreements?

YUHAS MOVED TO APPROVE THE MINUTES OF THE NOVEMBER 18, 2013 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

- 5. PROPOSED 2014 GENERAL FUND, CLEAN WATER UTILITY, FLEET INTERNAL SERVICE FUND AND SOLID WASTE UTILITY BUDGETS.
 - 1) Citizen Comments.
 - 2) Closing of Budget Hearing.
 - 3) Board of Trustee Comments.

- 4) Resolution #13-22 relating to Adoption of 2014 Budget and Property Tax Levy including Capital, Debt Service and other funds of the Village budget.
- 5) Resolution #13-23 relating to the adoption of the 2014 Clean Water Utility Budget.
- 6) Resolution #13-24 relating to the adoption of the 2014 Fleet Internal Service Fund Budget.
- 7) Resolution #13-25 relating to the adoption of the 2014 Solid Waste Utility Budget.

Mike Pollocoff:

Mr. President, tonight is our hearing on the formal budget process. So I'd ask that Kathy begin the process of presenting the budget for the hearing.

Kathy Goessl:

Okay, I'm starting out here with an organization chart on the different budgets that the Village does have. And the ones highlighted or in blue are the ones that we're going to go over tonight. The first one I'll start with is general government which includes operating capital and debt service. We'll also touch on the tax incremental districts which have debt service and capital improvements, and also our special revenue funds, two police special revenues and one fire.

Also up there the grayish-blue we will also be going over is Clean Water Utility, solid waste and fleet internal service fund. The water utility and sewer utility we're hoping to bring to you at our next meeting, and we're still working on the rec center.

So general government is broken into three parts. It's broken into operating which is our day-to-day operations, capital which is items purchased over 5,000 that will last longer than a year, and then also our debt, paying down the debt that we have borrowed in the past.

I'll start with the operating part of the budget. And this is a summary of our operating section of the budget. On this chart there is the 2013 budget, and also the 2014 budget is highlighted in blue, and then the change between the two budgets and the proposed. Overall we're presenting a balanced budget again this year with a two percent overall increase in property tax for the operating portion of the budget.

Revenues are up \$460,000 and some. Property tax, as I said, is up two percent or \$151,000. Other revenues the majority of the categories are up except intergovernmental and other revenues. Major increases in revenues is due to building permits, increase of \$256,000; the utility tax paid by the water utility \$50,000; and engineering department services to external as well as internal projects of \$35,000. The revenue enhancer here the largest increase is ambulance base rate increase of \$66,000. And the rest is a minor increase in fire and rescue permit fees.

Expenses are also up \$462,000. The majority is new programs, as you can see down at the bottom \$275,000, contingency for \$100,000 and public safety for \$102,000. We went over our new programs at our October meeting, so we're recommending here a balanced budget with revenue and expenses equal.

I'll go over each of those areas in a little bit more detail for the revenues and expenses. Here's our major revenue categories. You can see this is where the \$462,000 total overall increase comes into play. And property tax, again, the property tax line is only up two percent. Intergovernmental revenue is down \$38,000, and that's mainly due to an increase or a decrease in law enforcement grants which accounted for \$45,000 decrease offset by some minor increases.

License and permits are up \$280,000 to \$1 million mainly due to building permits which is mainly the commercial area but also residential is up also. Other taxes is up almost \$50,000. Other taxes include mobile home taxes, the utility tax from the water utility. It also includes property tax penalty, hotel and motel taxes. This category is up \$49,000 mainly due to the increase in the utility tax paid by our water utility to our general government.

Public charges for services is up almost \$50,000 to \$1.1 million. Engineering and services account for the majority of that increase in that category. Other revenues are down \$100,000. In this category are municipal court which are actually up \$15,000, parking ticket revenue which stayed even, interest income which also stayed even, assessing contracts are down \$48,000 due to our loss of our assessing contract with Twin lakes. Also down in this area is the school liaison officer, a decrease of \$32,000. And that's mainly due to the Kenosha Unified School District only requesting an officer from us half time. In the past it's been a full-time position for one of our officers.

Tower leases are also in here and they have stayed even. And also media communication which is advertising in our calendar and newsletters has also stayed even. So the majority of the decrease here offset by some minor increases is due to the assessing contracts and the school liaison officer. And we have the revenue enhancers which I already talked about which is rescue fees and fire permits, rescue permits.

So here's a graphical representation of our sources of revenue. I've taken out property tax because that dwarfs the other revenues and doesn't let you see the actual changes in each of our other categories. Intergovernmental revenue and other revenues are down. And then the other three categories are up, license and permits, other taxes and public charges for services. The red is 2014 proposed, and the blue is 2013 budget.

Now I'll switch to the other side, the actual expense side of the operating. This is by category. In the base portion of the operating budget overall personnel costs are up \$114,000. Operating expenses are down \$26,000 for a total increase of \$88,000. Majority of the increase is in new programs, as I said before, and in our contingency. Public safety, the first line on here, is up \$100,000. This includes police, fire and rescue, public safety communications and inspection.

The majority is police and pubic safety attributed to the increase of \$100,000. The Village attorney, prosecuting attorney, was moved from the general government to the police, and that accounts for \$35,000 of it. Public works is up \$57,000. Included in this category are engineering, streets and street lighting. General government is down \$88,000. This includes our Village Board, Municipal Court, Administration, HR, IT, Finance, Assessing and Village Hall. It's down \$88,000 mainly because of a decrease in IT of \$73,000.

In 2013 we had a one time financial conversion, one time cost for financial conversion of our finance and HR software which in 2014 has been reduced quite significantly, because in 2014 we only have the last section of our conversion which is utility billing. And also there was an effort made to review software maintenance agreements and eliminate any ones that were not necessary for the future and weren't being used at this time. CD is up \$25,000. This is due to an increase in personnel cost of \$13,000 and an increase in attorney fees of \$10,000. Parks is down about \$10,000, and this is mainly due to personnel allocation in 2014 being less.

We didn't add or delete any personnel, but personnel can be moved around within the public works area. There are two groups of employees, public works employees and utility employees. And the public works people are allocated between public works which is streets and plowing. Some of them go in parks - they can help there in the fleet or in clean water. So depending on where the need is for the following year the dollars are shifted but no additional people have been added. The same for utilities. Utilities may shift around, too, between sewer, water, and so we're not adding any additional people, we're just shifting dollars around when personnel costs go down like that.

The new programs as I mentioned was detailed at the October 21st meeting. The ones that are over \$40,000 that account for the majority of the dollars are two new IT people, positions for \$136,184 total expense with \$87,000 being picked up for the general fund. And the rest, the other portion, will be picked up by our enterprise funds. Also there's a planning clerk for CD for \$50,000, and there's a sign reflectivity replacement program for \$44,000, and a one-time program to demolish the old Manutronics building for \$43,000. So that's the major programs, new programs, over \$40,000 that are in this budget. So that's the operating section of our budget.

Now I'm going to shift gears into our capital section. This is purchases over \$5,000 or projects over \$5,000 that last more than one year. Again, I'm showing 2013 budget, 2014 proposed, the change in both dollars and percent. We did go over the actual listing of the projects that were going to be included in this budget. This is just a summary of how these are reflected in here and the revenue sources to support these projects.

The tax levy will increase \$276,000 to cover the cost of the projects that we are proposing for 2014. Grants went up \$41,000, almost \$42,000. The majority of that increase is because of an increase in road grants from the State. Impact fees we have budgeted at the same level as we had budgeted for the previous year. Actually 2013 is coming in a lot higher than that. But to be conservative we just leave it at that \$100,000 mark.

Other includes interest income and the sale of police vehicles. In 2013 it also includes a transfer in from the enterprise fund for their share which is 36 percent of the HR and finance software conversion. This was reduced in 2014 to \$23,000 to cover the cost of utility billing software conversion. There is also new revenue at \$40,000 annual impact fee in the other number for the ATC electrical transmission lines that are currently being installed from our power plant to the Zion plant. So annually we'll receive \$40,000 from the State for those transmission lines. So total revenue increased almost \$300,000 from \$1.5 million budgeted in 2013 to \$1.8 million budgeted in 2014.

Capital outlay last year we had \$1.2 almost. This year it has jumped to \$9.3 million. The majority, the major projects over \$400,000 that are included in this \$9.3 million are the self-contained breathing apparatus which is \$416,000. This is a carryover from 2103. Road maintenance for \$650,000. Fire station number 1 relocation for \$5.4 million. And the ladder truck for \$1.5 million. Those are the major projects over \$400,000 included in that \$9.3.

We're recommending borrowing for the ladder truck and the fire station number 1 relocation. That is the net proceeds there. Plus also there's some impact fees in that number also that will cover our fire station and also some park improvements. So we're looking at actually a loss in our fund balance based on the proposed budget. But we're actually as I go further in the slides I'll show you what the actual bund balance is. This will not bring it down to a level that's unacceptable.

Debt service fund. This is us paying our debt back that we have borrowed in the past. And, again, the same type of slide presentation with the budget and the proposed and the change percent and dollar wise. Tax levy for this section of the general government is going down \$95,000. Basically this budget comes in balance, and whatever we need for debt is offset by the tax levy. And actually our debt was going down in terms of principle and interest payments by almost \$93,000. Therefore, that whole change also impacts the tax levy and brings that down in this category. Special assessments are pretty level, and interest income also is level. You can see our debt payments went from \$1.5 million down to \$1.4, almost a \$100,000 decrease.

This is our outstanding debt over the years from 2005 through projected 2014. We haven't borrowed for a while since before 2005 besides refinancing. So you can see the line go down or basically stay level in those couple years there, and went down to a low point in 2013 of \$5.2 million. It will jump up in 2014 if this budget is approved as we borrow for the fire station and the ladder truck. But it will bounce up to \$10.4 or 5 million.

This is total budget, the three categories on one slide showing you the summarized version of the operating debt and capital budgets altogether. The property tax that we're proposing is \$9,544,410. Other revenue sources are all other revenue sources which I have explained in the previous slides, and they total \$7.2 million. Expenses also explained in the previous slide total a little over \$24 million. We're proposing to borrow, as I said, for the fire station relocation and the ladder truck for almost \$7 million. So this is a net change of a decrease of a little over half a million dollars with operating debt with a break even in capital with that reduction.

You can see our fund balanced as of January 1st and how they would be affected by this current proposed budget. We're looking at overall a fund balance reserve across all funds of 26 percent. We're required by the bonding agencies for sure to be at 15 percent. But this cushion is very good in terms of our bond rating and also for financial security in the future.

How does this affect the property tax bill? First of all where does our property tax bills go? I have this graph that shows 2013 and 2014 in red. Kenosha Unified gets the majority of our tax collected here at the Village followed by Kenosha County, Pleasant Prairie comes in third at 19 percent of the total tax bill, then Gateway and the State of Wisconsin. Comparison of the 2013 to 2014 mill rates for all taxing bodies, and we just got the assessed value in today. It wasn't

finalized when I put these slides together. But Rocco did a very good job of estimating. He actually had it right on in terms of what the assessed value was. The only change that I had to make is that I was off in terms of the allocation between the Bristol School District and the Kenosha Unified School District. So the only change on this slide based on what I received today is that the Kenosha Unified levy will drop to 11.84 from 11.86. Other than that all the rest of the numbers will stay the same.

So overall for 2013 our mill rate was \$22.77, and this is before all school tax lottery credit and school tax credit. For 2013 we're looking at \$23.37 mill rate. That's an increase of 60 cents before a school tax credit. As I mentioned before the Village accounts for 19 percent of these taxes. A median residential household is \$188,000, and the Village increase on that household will be \$11. And the overall increase will be \$113.

And here's the numbers put together here with the median household assessed value and then how much it affects the Village portion and the total overall tax bill. The last line is actually those two numbers actually changed. The '13 I must have input it incorrectly in the first place. It actually is \$4,280, and then this year because of the change in my allocation between the Kenosha Unified School District and Bristol it's actually \$4,393 for an increase overall of \$113. So all we're waiting for is the lottery credit, first dollar credit and the school tax credit to finish up our tax bills for the year. So that was the general government, their operating, debt and capital.

Now I'm moving to the actual tax incremental districts. We actually have two districts. I'll start with District #2 which is our largest district. And on this one I actually have the 2013 estimate because the 2013 estimate actually varies greatly from we had actually budgeted for last year. And then I have the 2014 proposed. And the proposed is based on us amending the TID in 2014 to include some of the new areas and projects.

So in 2013 our property tax increment pretty much stayed the same of what we had budgeted and what we're estimating. We're actually going down in the actual tax increment for 2014 because the value in the TID had went down for 2014. So we're losing about \$340,000 in value in terms of increments. Other revenue includes interest income and special assessments. And we're looking at a slight increase compared to '13 budget and '13 estimate.

Capital improvements we had budgeted \$8 million to happen this year, but things were postponed, and we actually only spent \$1.3 million is what our estimate will be for this year. Next year we're looking at \$10.6 million, up from last year's budget of \$2.6 but up a lot more than that from what we actually spent this year. The types of projects we're looking at, and this all depends on our amended budget and if it gets approved, we're looking at changes to River View West and LakeView West, 113th Street improvements, the park and ride being started in 2014 and site improvements west of I-94 for \$2 million.

Debt activity shows debt payments and new proceeds. We were anticipating borrowing money to do that \$8 million. We didn't. We used the remaining money we had on -- or not all of it but most of the money we had from previous borrowings. To be able to do \$10.6 million in improvements we'll have to borrow something like \$10.8 million to do those improvements. The fund balance here is at a comfortable \$1.5 million ending 2013. With us borrowing the amount

we actually need to do the projects we'll end a little more than that or similar amount to that when we're done.

This is our smaller district, District #4. TID #4 is blight elimination for property located at 22nd Avenue and 91st Street. This has happened over five years ago that this blight was eliminated. The total project cost was \$715,000. It was financed by a developer. Once improvements are made to this property, right now nothing has been made to the property and it's pretty much been pretty stagnant in terms of the value and the increment that this property receives, but once improvements are made to this the tax increment will be generated, and these increments will be given back to the developer. And they are currently being given back to the developer, but he's looking at only about \$2,000 a year given back to him to reimburse them for the project cost plus interest. Which they probably won't get much interest back because we actually have a cap on this project of 20 years. And we're about five years or more out already. So as increments are being generated for the next 15 years or so that money will go back to the developer depending on what he does on the property.

So our special revenue funds are our next category. There's three special revenue funds that we have. We have the fire and rescue and we have police and we have federally forfeited which is also police special revenue fund. Revenue is mainly donations except for the federally forfeited which is equitable sharing of federal funds. Expenses include anything from minor equipment to our police fund actually supporting our police dog through the donations we have. We're looking at spending a little bit of money mainly out of the fire and rescue fund and dropping that balance from \$23,000 to a little over \$7,000. The other funds are staying pretty even. So this is a very small amount between these three funds that we have.

So this is the general government part with the TID and the special revenue funds. So I'll stop here if you have any questions or comments on this section of the budgets for tonight.

Michael Serpe:

There's speculation that after the first of the year the interest rates may rise. When can we borrow for the fire station and the ladder truck? At what point can we borrow for that? Do we have to wait until the first of the year? Can we borrow prior to that?

Mike Pollocoff:

After the budget has been adopted and posted I believe the Village could go out there. We've been watching this. And one of the reasons that -- we've needed the fire station for quite a while now. We're trying to make due. But the markets are as favorable as they can be, they have been right now. And that's one of the things we're going to watch for. We're actually looking at maybe two different methods of bonding from either station 1 for the equipment separation with a different type of issuance. My recommendation is that as soon as we have any inclination from Gene Schulz that the market is starting to change, and the bond market is kind of fickle. You could take and it could take some kind of hiccup and all of a sudden you're off to the races. So we know what the rates are now, and I think if they go any lower then there's something really wrong going on and maybe we'll think about that.

But in discussing with him and in talking with some other financial experts my recommendation is we probably go out sooner than later after the first of the year. It's really hard to sell bonds towards Christmas. The potential buyer dries up but after the first of the year we've tried that a couple times and we ended going back out again when there was more buyers out there. So probably after the first of the year is what I'd recommend and do that. We have money that we've borrowed as Kathy said on the TID, and rather than spend it just to get it spent we've hung on to it so we don't start that clock running on stuff. I think I'd do the same thing with the station. The anticipated time for the station to start would probably be April. As soon as this budget is adopted I'll bring forward a contract with an architect to start design, four months of design and start construction in April. And we'd probably let the ladder truck specs go right after the first of the year.

Michael Serpe:

We're only getting one truck for \$1 million, right, we're not getting two.

Mike Pollocoff:

And one thing I just want to comment on about the TID, as Kathy said our plan on TID all along has not to borrow any more than we have to, but the money we picked up was at a good rate. And we don't want to spend it until we're sure that the improvements that are going to be made are adequate and match up really well with supposed developments. As developments come in they need different things, [inaudible] might be different, water demand might be different, sewer. So rather than put that in the ground and have that be fixed and frozen we want some flexibility to be able to negotiate with a possible user of a property just to make sure we spent it wisely and accurately. We don't want to hang onto the money for the sake of hanging onto it, but I don't want to bury it in the ground and then have to either go back and fix it or live with a mistake that I wish we wouldn't have done. And that's worked well for us over the last 20 years of both TID 1 and TID 2.

Steve Kumorkiewicz:

Our rating is AA, right?

Mike Pollocoff:

I'm sorry?

Steve Kumorkiewicz:

Our rating.

Mike Pollocoff:

Our rating?

Village Board Meeting November 18, 2013 Steve Kumorkiewicz: Yeah, AA, that's what we got right now. Mike Pollocoff: AA through S&P and then our Moody's AA also? Kathy Goessl: No, it's a little bit different, A2 or something like that. Mike Pollocoff: A2, yeah, I think it's A2. Kathy Goessl: It hasn't changed for the last -- it hasn't changed for a while. Last time it changed was when Moody's re-evaluated how they evaluated governments in the first place and they upped our rating. But other than that we've pretty much been staying the same with stable outlook. Michael Serpe: One other question if I could. Reserve accounts are at what percentage? Kathy Goessl: They were at 25 across the board. Michael Serpe: Good, good. Steve Kumorkiewicz:

Yes.

Steve Kumorkiewicz:

What interest rate?

Mike Pollocoff:

So what interest rate can we get?

November 18, 2013
Mike Pollocoff:
Schulz gets paid a lot of money to figure that out for us.
Steve Kumorkiewicz:
What's the low side?
Mike Pollocoff:
It could be the high 2's to 3. That's kind of what it looks like today. That bounces around. But I haven't seen anything with somebody with our rating would be over 3.5. And 3.5 people say not at 3.5 but 3.5 is a really good rate. I mean it's nothing to sneeze at. I've seen we've had one of our treatment plants financed at 10.7.
Steve Kumorkiewicz:
Wow.
John Steinbrink:
No further questions?
Mike Pollocoff:
So we need to open up the hearing on the general fund budget before proceeding with the other budgets.
Jane Romanowski:
There were no signups tonight, Mr. President.
John Steinbrink:
Anybody wishing to speak under citizens' comments on the budget hearing? Hearing none, move onto item 2, closing of the budget hearing. We need a motion for that.
Michael Serpe:
So moved.
Steve Kumorkiewicz:
Second.

John Steinbrink:

Motion by Mike, second by Steve.

SERPE MOVED TO CLOSE THE PUBLIC HEARING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

John Steinbrink:

And then we have Board of Trustee comments.

Michael Serpe:

Again, Kathy, Mike, department heads doing a great job. I say it every year. We look good, the whole Village looks good and it's because of your efforts. And I thank you for that. So keep up the good work. Thank you.

Steve Kumorkiewicz:

Pretty much in the line of Mike I think that everybody is doing an excellent job working on the job, Mike, Kathy, department heads, and it shows the level of cooperation and the level of mutual understanding with all the departments and the Board. We worked together on this, so we're proud of what we've got here. They're doing an excellent job. Thank you.

Monica Yuhas:

I also would like to reiterate that this is a very sound budget. It's very frugal. We are doing things. I did hear from a few residents in the Village and it was positive. They were excited about the new station. They just wanted to make sure that all of their services that they're getting now would be intact, and I ensured them that it would. And for less than \$10 a month --

Mike Pollocoff:

A year.

Monica Yuhas:

-- a year it's a good bargain for them. They're very happy. They're happy with the snow plowing, they're happy with the garbage being picked up. They're happy with police. They're happy with fire. And that's a direct impact from everyone in this room, every department head. And you make us look good. And it allows us to be able to engage with the residents because of all the time and energy that is put in. When it comes to the budgets if we have questions we can ask any one of you to sit down with us and break it down and you do, and I'm grateful for that. Also, with Mike your knowledge and your foresight into things and your creativity with the budget is outstanding. And, President Steinbrink, your leadership is leading. You give us direction and you provide a base for us to draw from.

John Steinbrink:

I've only told Steve where to go.

Monica Yuhas:

But being the newest one on the Board you come into this and sometimes it can be a little overwhelming. But it's nice to know with the support of staff and the Board you can come to a rational, reasonable decision that is in the best interest of the residents. And not everyone can say that in the State of Wisconsin. Communities are struggling. They don't have a sound budget. Some of them are going bankrupt and we're not, and it's because of everyone in this room so thank you.

John Steinbrink:

I think what's amazing is that every year it gets more challenging not because what we do, it's because of what's done to us by others. And in the infinite wisdom of those higher up they pretty much make Mike's job a living hell. And he seems to muddle through it pretty well and come out on top all the time it seems like. And it's for us as a Board it's easy to work with because of the staff and department heads and the job they do. As Monica said the citizens even with the challenges we face the citizens have a very positive outlook on what they're seeing in their Village, what they're receiving for services. And there's always something new and exciting every year for them that seems to really -- whether it's leaf collection or the new garbage collection, we seem to always shake things up a little bit, and everybody is always happy about it. it's always a positive change in the Village. So kudos to everybody on the job you do here.

Mike Pollocoff:

Thank you.

Michael Serpe:

We have fantastic leadership, and that starts with Mike Pollocoff. And just a comment and compliment to the Board. And I don't want to act like I'm beating my own drum here, but when Mike goes to battle in whatever he does and he has the Board behind him that makes a big difference. If you have a split Board and there are arguments and there are disagreements and there are different agendas his job becomes very, very difficult. So my compliments to Monica, Steve, Clyde and John for just supporting Mike and all the department heads and what they do. And I can tell you we got the best there is in the business with that man right there. Thanks, Mike.

Mike Pollocoff:

Thank you.

John Steinbrink:

No further Board comments we'll move onto Item 4.

Mike Pollocoff:

We can put all the resolutions altogether.

John Steinbrink:

At the end?

Mike Pollocoff:

Yeah.

John Steinbrink:

Okay.

Kathy Goessl:

Okay, we have three other utility type budgets that we're looking at. The first one I'll start with is solid waste. For the new programs there's only one that we have, and what it is is actually a carryover from the general government. It's an allocation of the support department's new programs. And the new programs that are being allocated -- the support departments are IT, HR, administration, finance and the Clerk's department. And the new programs that were approved in the general government budget that has rolled as a percentage to the solid waste fund is the two new IT positions and the one position part-time in HR, the open town hall online public forum from the administration department, and the backup ISP at Prange and RecPlex for the IT department. So this is the percentage that has been allocated of those new programs to our solid waste budget.

Again, I have a comparison of what the 2013 budget was and what we're proposing for 2014. You can see there's only a slight actually decrease in revenue. The major reason for that is that our recycling rebates are not coming in like they have in the past. Other than that we're maintaining, we're not recommending any rate increases for any of our budgets. For operating expenses we're leaving depreciation the same as the '13. Office expenses a slight decrease. Compost expenses which is salaries and benefits and some contracted services basically the same with a small increase of \$1,593.

Administration is the largest increase here. It's mainly wages and benefits in this category. A utility employee manager was promoted, and he initially was over the water and sewer utility, and now he oversees all utilities, not just the sewer and water. Therefore, part of his salary and benefits are now allocated to the solid waste fund which has increased part of this administrative cost. Also, allocation of the support departments is IT, HR, finance, administration and the Clerk

increased from two percent allocation to this fund to three percent which is a \$24,000 increase. These costs are being shifted out of water into the solid waste utility.

Garbage is another -- the other leaf collection and recycling is pretty much maintaining, going up slightly a little over one to two percent. Garbage expense is going up \$41,000. Basically the 2013 budget did not reflect historical wages and benefits for garbage collection. Therefore, the 2014 budget has been increased \$27,000. This actually truly reflects the historical wages and benefits that we have incurred for 2011 and 2012. So we're actually reflecting what actually has happened, so there's not really an increase in the number of hours or stuff that we're doing. It's just that we under budgeted our allocations in this area in the past budget. Also, tipping fees we have an increase of \$5,000 in the garbage area. New programs as I mentioned before is allocation of the support department's new programs. So we're looking at a budget with a decrease overall or a loss actually in the utility because of some of the increases in the administration and that kind of stuff.

Non-operating so we start out with an operating loss and then we move into some of our non-operating categories which includes a grant. The grant is our recycling grant, and in 2013 we will be receiving a \$10,000 hazardous waste grant. Unsure for 2014 if we'll receive that hazardous waste grant so we didn't budget that to be conservative. Interest income is down slightly. Premium amortization is going down. Actually also interest expense and amortization expense are also going down. This utility will make its final debt payment in 2014. This utility will be debt free in 2014. We initially borrowed to purchase our initial garbage and recycling trucks, garbage trucks and recycling truck. So that will be all paid off.

This is the cash of this utility. We're estimating the end of the year at a little over \$300,000 in cash for the utility. We're looking at a loss here bringing our cash down to \$129,000 which is kind of low for the utility. But as I said before 2014 will be our last debt payment, and our debt payment actually jumped from \$125,000 to \$170,000 and some for 2014 attributing to part of this larger activity, negative activity. But we won't have any debt payments next year which will help us be able to bring this utility back up and start accumulating some cash in here to make it a better cash balance at 2015.

Here's some capital projects that we're proposing. We're required to have fire protection in our sanitation garage. This project was actually approved in 2013, but has been carried over to 2014. The \$54,000 is for internal cost to extend water and sewer and electrical work to the garage. And then in 2015 we have phase 2 of this project which will be cost to install the system actually in the garage for \$44,000. There's a small amount here for the utility software allocation of a little over \$2,000 to the cost of the software for the utility billing upgrade that we're doing in 2014. So that's the solid waste budget.

Our next budget that's being presented is our Clean Water Utility budget. Here's a similar financial comparison for the Clean Water Utility as in previous presentations comparing the 2013 budget to the 2014 proposed and the change in dollars and percentages. The operating revenue is going up slightly. This is due to growth and some changes, but there's no rate increase being proposed for this budget. Operating expenses personnel is up 15 percent. This is because of an increase in the operational labor allocation to this utility. And along with that also comes our

clerical and administration allocation increase, too. So we have the operational employees that I mentioned earlier that we are not proposing an increase in numbers of them but they've been allocated differently. The clerical and administrative staff actually follows these employees. So if they work more in a certain utility the clerical and the administrative cost will also go up in that utility and down in the ones that they don't work as many hours in.

Contractual services is pretty much staying even. The biggest expense in this area is engineering fees, consultants and facility lease totaling \$62,000 or 84 percent of that category. Supplies and maintenance the biggest expense being the cost of gravel an in crushed stone and the culvert installation for \$29,000. This budget section is increasing \$4,000. Depreciation is budgeted in 2014 similar to 2013 levels. Non personnel transfer is up. This department also is up due to transferring additional one percent of support departments to this utility. It's up from 1.5 percent to 2.5 percent of the total 100 percent. The general government picks up the majority of the support departments at 64 percent. And then we have the water utility, the sewer utility, clean water, solid waste and fleet internal service picking up -- not fleet doesn't pick it up, but those other four or five utilities do. They get the other 34 percent allocated between them. Oh, there's RecPlex in there also.

New programs allocation is sports department's new programs as I mentioned before. The two new IT employees and HR part time. So we're looking at an operating loss here of \$200,000, a little bit more than what we had operating loss last year.

Michael Serpe:

Can I ask a question? If we propose to have an increase in the Clean Water are we going to have to show a corresponding reduction in the tax rate with the new law?

Mike Pollocoff:

No, because we've operated this as an enterprise from the very beginning. So we've never used any property tax dollars in it. So we can adjust it as we need to. Now, until they decide to change the law that says something different that's where we're at. And that's true for sewer, water, RecPlex, garbage, all those things have happened off the tax roll. And Kathy has done a really good job of making sure we haven't had any intermingling of those funds. Clean water is one of the targets in the legislature or storm water.

Steve Kumorkiewicz:

They don't give us any money, though.

Kathy Goessl:

We rolled all that off the tax levy years ago so it doesn't affect us because we didn't do it this year. Okay, non-operating section of this budget we're looking at interest income similar. The grant last year was for south Kenosha, and we are not budgeting for any grants or expecting any grants in 2014. Cash flow wise this utility is a little less than \$2 million. We went up slightly or

we're looking at going up slightly from the 2013 to 2014 proposed. This utility is basically building cash reserves for future replacement of infrastructure currently valued at over \$22 million for this utility. So it's basically building reserves and doing whatever projects we need to do as we are building the reserves over the years to replace an aging infrastructure in the future. Right now this is standing pretty good. We need to continue to grow that to help us replace that \$22 million in the future. As for projects we're only looking at two things again here, the Chateau Eau Plaines storm which is reconstructing drainage swales between 115th and 112th Avenue to the wetlands for a little over half a million dollars. And, again, the utility software conversion allocation to this utility.

The final budget presentation tonight is the fleet internal service fund. There was one new program recommended to have the part-time mechanic promoted to full time. And we are recommending that this new program be approved. The fleet division consists of one full-time mechanic right now and one part-time mechanic. This new program will retain the trained part-time mechanic we currently have to help the Village maintain its large fleet and allow the actual utility and highway department staff to be working the field instead of helping the mechanic fix equipment and vehicles.

Here's the summary of our operating section of this budget. We're looking at -- actually we budgeted for a decrease in operating revenue. We looked at the trends over the last couple years and brought it down to be more conservative. We're hoping to be over that \$1.5 million, but if we're not we're still building a good fund balance to help replace equipment in the future.

Personnel we're looking at a reduction of allocation to this utility. Part of it is due to the proposed new part-time mechanic becoming full time. Contractual services we're maintaining that area. Supplies and maintenance we're going up \$26,000. The main reason for this increase in supplies and maintenance is due to fuel which is up \$18,000 and vehicle maintenance supplies which are up \$6,000.

Insurance went down some. Depreciation has gone up, and the reason for that is to reflect the depreciation on the vehicles that have been transferred from the general government which were IT, assessing, administration and inspection vehicles and the RecPlex vehicles that are transferred here. Fleet internal service is staying the same. This is used by the fleet actually to do fleet type work. And then our new programs which I mentioned before is the promotion of the part-time mechanic to full time.

This is the non-operating section of this budget. Interest income we're reflecting a decrease of \$1,000. Gain and loss on sale. This category all depends on what equipment and what vehicles we have to sell or trade each year. We're anticipating an actual increase in the sale of equipment that we have based on what we're going to be trading in for the coming year. Grant last year was for a TR bus which we didn't get. This year we're not expecting any grants.

Transfer in for 2013 is the RecPlex vehicles including vans and the TR bus coming into the fleet internal service fund and being maintained. And each month the actual RecPlex and general government gets charged based on the number of miles they actually drive the vehicles, and all the cost of maintaining and replacing these vehicles is in this fleet internal service fund. Capital

contributions in 2013 is the general government vehicles being transferred in and contributed to the fleet internal service fund.

Cash-wise this utility is maintaining around a million dollars. They're looking at estimating at the end at almost \$1.2 million this year and almost \$1.1 million for next year which is a good reserve. We usually spend around \$700,000 on new equipment each year and bring in a little over \$1 million, \$1.5 million to help with the operating of it and also the replacement of vehicles or buying new vehicles and equipment.

So I'm going to turn this over now to John to explain what he's proposing to be bought in the fleet internal service fund.

John Steinbrink, Jr.:

Mr. President and members of the Board I'm just going to be brief with this. We're not going to go through all the pictures. But I do guarantee you that these vehicles that we're getting rid of are at the end of their life cycle. The first thing that we're looking at is a single axle vehicle. We'd like to get something with a grapple [inaudible]. So this really isn't a plow truck, but it's going to be like a grapple truck, something we can use for picking up white goods, something we can use for picking up logs, brush, any sort of circumstance like that. We've been very successful purchasing used vehicles at various auctions around the U.S., and we plan on continuing doing that with this grapple vehicle.

We're looking at two pickup trucks purchasing through the State contractor or State of Wisconsin. We're probably saving about \$15,000 per vehicle as a new vehicle versus buying something used at an auction. We've been getting used pickup trucks like a three quarter ton pickup truck, four wheel drive, nothing really fancy, but about \$24,000 which is much cheaper than you can buy it off the lot from a dealer. And you're not getting that initial 20,000 miles like you would buying something used. So it's been a really good value.

Rocco's done a really good job with the appraisal fleet, so we are going to continue that replacement and replacing a vehicle for the assessor's for next year. The RecPlex van is going to be the same thing. We're actually going to take that RecPlex van coming from RecPlex and actually reincorporating that as a utility van, use it for reading meters, hydro flushing, just standard maintenance and then pick up a new, more reliable van for the RecPlex staff.

We're looking at a ball field finisher for \$25,000. The hard ball over at RecPlex has really increased over the last couple years. They're running almost six diamonds every day from end of March until early November. And so this will just be a piece of equipment that will make us more efficient prepping the ball diamonds for RecPlex and all their activities that they have.

A zero turn excavator is a mini excavator on rubber tracks, a little bit smaller than some of our larger ones. It's something you can haul behind like a F550 two ton truck. We'll be using it for water main breaks. It will take the place of our combination backhoe. And what's nice about it is that it spins 360 degrees. It's on rubber tracks so it doesn't scarf up the road at all. And it's going to be a much more efficient vehicle for us to use.

The replacement of our video camera, our video camera is ten years old. It's just exceeded its useful life. It's in harsh conditions in the sewer and the storm on a regular basis, and it's starting to nickel and dime us, so we're going to go ahead and replace that.

Compost turner for processing our compost at the compost site, and then replacing a front end loader that we've had in public works since 1994 with 13,000 hours which is a lot, a lot of hours. And it's just worn out. We've gone through and replaced everything that we can replace once, and it's really tired and worn out. And so that's a summary of our capital for the fleet internal service.

Okay, and also some attachments. With the addition of the new mechanic you're looking at an additional lift to have a portable lift that we're going to keep in the shop. And so we can have a garbage truck or a vehicle on one hoist and still do service and other pm maintenance on a different bay. A grapple bucket for the track excavator for cleaning out creeks, doing like this off road excavation, grappling, moving brush, trees, cleaning out beaver dams, stuff like that. And so that's the attachments.

And then on the software end of it we're actually looking at a fleet maintenance software for \$25,000 that will better help us track the details, what kind of filter, how many quarts of oil that we do, it will track our inventory for us. And the updating our Gas Boy system which is original at the Prange since 1994. It uses a very old operating system, a very old database. We met with Dan the IT director and he supports us with this upgrade of the gas boy to kind of bring us into the new IT era. And so we'll be better able to run reports and query. And then it's going to work much nicer with some of our other software that we had because it will be in the same database. And so that completes everything for the fleet internal service.

Mike Pollocoff:

So with that I'd be recommending that we adopt the resolutions. Before we do that I'd like to thank the Board for their support. But what I'd really like to point out for the record is that it's really unlike some levels of government, many levels of government or a local government that the Village has allowed a professional staff to develop that manages and operates and guides this Village everyday. And many of the department head here serve as leaders of professional associations in their field. They're on committees that give guidance to the State.

I know one of the reasons we exceed is that the first thing is that everyone here is exceedingly competent. Sometimes that's called into question, people like to question that when they want to look at the dark side or create a dark side about local government. But this local government is exceedingly competent. And we've proved it time and time again, and we've been recognized by other entities for our competence. And with all these budget numbers we have even with some large funds that we're outlaying this next year for some capital improvements we're a people based organization. Our primary budget is the kind of people we hire, how much they accomplish, how well they accomplish it, and how well they listen to what the needs are of people and finding innovative ways to deliver service and get that done. The Village is truly blessed to have a competent staff and read by very competent department heads.

And I'd just like to follow up on what Trustee Serpe said is you don't have to think too far about or read the paper to find out that some boards have not tackled the responsibility of creating good public policy in a productive environment even when people disagree on things like they have in Pleasant Prairie. The community for years and years and years has had a history of responsible political discussion and management with few aberrations and it shows. I mean the games are really non-existent in our desire to get things solved and worked out is prevalent. So I just want to recognize that everybody does this.

And I think when you look at our reserves, our reserves are a product of our departments' success in managing their budgets and getting what they need to get, getting the things done and still having some money left to put back for the rainy day. And there was a number of years where the Pleasant Prairie reserve fund was greater than that of the State of Wisconsin. You have to be proud of a big number, but you need to know that we can address a lot of problems that occur and we're not fearful of dealing with an issue as it arises because we have the reserves and the resources to back that up. So with that I'd recommend that the Board adopt Resolution 13-22 for the adoption of the 2014 budget and property tax levy including capital, debt service and other funds of the Village budget.

Michael Serpe:	
So moved.	
Steve Kumorkiewicz:	
Second.	
John Steinbrink:	
Motion by Mike, second	by Steve. Any further discussion?
2014 BUDGET AND PROPER	ADOPT RESOLUTION #13-22 RELATING TO ADOPTION OF RTY TAX LEVY INCLUDING CAPITAL, DEBT SERVICE AND LLAGE BUDGET; SECONDED BY KUMORKIEWICZ; MOTION
Monica Yuhas:	
Motion to approve Reso	lution 13-23.
Steve Kumorkiewicz:	
Second.	

Village Board Meeting November 18, 2013 John Steinbrink: Motion by Monica, second by Steve. Any discussion on this? YUHAS MOVED TO ADOPT RESOLUTION #13-23 RELATING TO THE ADOPTION OF THE 2014 CLEAN WATER UTILITY BUDGET; SECONDED BY KUMORKIEWICZ; **MOTION CARRIED 4-0.** Michael Serpe: Move to approve 13-24. Monica Yuhas: Second. John Steinbrink: Motion by Mike, second by Monica in adoption of Resolution 13-24. Any further discussion on this item? SERPE MOVED TO ADOPT RESOLUTION #13-24 RELATING TO THE ADOPTION OF THE 2014 FLEET INTERNAL SERVICE FUND BUDGET; SECONDED BY YUHAS; **MOTION CARRIED 4-0.** Monica Yuhas: Motion to approve Resolution 13-25. Steve Kumorkiewicz: Second. John Steinbrink: Motion by Monica, second by Steve for adoption of Resolution 13-25. Further discussion? YUHAS MOVED TO ADOPT RESOLUTION #13-25 RELATING TO THE ADOPTION OF THE 2014 SOLID WASTE UTILITY BUDGET; SECONDED BY KUMORKIEWICZ; **MOTION CARRIED 4-0.** John Steinbrink:

I don't think it's unusual that there's no discussion on these motions because of the thoroughness that everybody's gone through in discussing these and being kept up to speed on what's happened

as the process as moved along. So that again is something you don't see in other government around. And we thank you for that, too, for making our job in looking at this budget quite easy.

6. CITIZEN COMMENTS

Jane Romanowski:

No signups tonight, Mr. President.

John Steinbrink:

Anybody wishing to speak under citizens' comments?

7. ADMINISTRATOR'S REPORT – None.

8. NEW BUSINESS

A. Consider an award of contract to purchase turnout gear racks and related storage equipment for the Fire Stations.

Mike Pollocoff:

Mr. President, this is an item that we were able to get through this year before it rolls over to the next year. It provides a place to hang turnout gear so it's accessible as our personnel go to get on the truck and it hangs it up so it can dry. Two bids were selected. The low bid was submitted by Gear Grid at \$19,956. Ready Rack was the second bidder at \$20,607. And the Chief is recommending that a contract be awarded to Gear Grid.

John Steinbrink:

And this is part of [inaudible] movable to the new station then?

Mike Pollocoff:

Yes, it goes with us.

Steve Kumorkiewicz:

So moved.

Monica Yuhas:

Second.

John Steinbrink:

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

Michael Serpe:

I could have used this set cooking those steaks a couple weeks ago.

Monica Yuhas:

I just have one quick question for the chief. Chief, is this what it's going to look like?

Chief McElmury:

Yeah, that is the gear [inaudible].

Monica Yuhas:

Thank you.

Steve Kumorkiewicz:

What are you going to do with the \$44 you're going to save here? There's a \$44 savings here because it was budgeted for \$20,000, \$19,556, \$44 difference. Excellent.

John Steinbrink:

We concluded Item A, right?

Jane Romanowski:

We had a motion. We need a vote.

KUMORKIEWICZ MOVED TO AWARD A CONTRACT TO GEAR GRID IN THE AMOUNT OF \$19,956 TO PURCHASE TURNOUT GEAR RACKS AND RELATED STORAGE EQUIPMENT FOR THE FIRE STATIONS; SECONDED BY YUHAS; MOTION CARRIED 4-0.

B. Consider Resolution #13-26 authorizing the placing of utilities and special charges on the tax roll.

Kathy Goessl:

Mr. President, the majority of this \$465,000 is actually delinquent utility bills of \$350,000 and some, delinquent invoices for \$41,000, the majority of that being the horse farm invoice that we're placing on that property. The other chunk is special assessments being rolled onto the tax roll of a little less than \$55,000 for a total of \$465,085.

Village Board Meeting November 18, 2013 Steve Kumorkiewicz: I make a motion to adopt Resolution 13-26. Monica Yuhas: Second. John Steinbrink: Motion by Steve, second by Monica for adoption of Resolution 13-26. Any further discussion on this item? KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #13-26 AUTHORIZING THE PLACING OF UTILITIES AND SPECIAL CHARGES ON THE TAX ROLL; SECONDED BY YUHAS; MOTION CARRIED 4-0. C. Consent 1) **Approve Operator License Applications on file.** Approve a lot line adjustment for the property at 10368 Bain Station Road and the 2) property to the north located at 8423 104th Avenue. Approve a Certified Survey Map to dedicate road right-of-way and create two 3) parcels within Ingram Park. Michael Serpe: Move approval. Steve Kumorkiewicz: Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of the Consent Agenda. Any discussion on any of the items on the Consent Agenda?

SERPE MOVED TO APPROVE CONSENT AGENDA ITEMS 1-3 AS PRESENTED; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

9. VILLAGE BOARD COMMENTS – None.

10. ADJOURNMENT

YUHAS MOVED TO ADJOURN THE MEETING; SECONDED BY SERPE; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 7:15 P.M.

Office of Village Clerk MEMORANDUM

TO: Village Board Trustees

FROM: Jane M. Romanowski

Village Clerk

DATE: December 4, 2013

RE: Scotty's Mobile Home Park 2014 License

On December 2, 2013, the Village Board tabled consideration of the application to renew the mobile home park license for Scotty's located at 5310 75th Street pending an update of the outstanding building and zoning violations.

Ralph Nichols, Senior Building Inspector, conducted an inspection on December 3rd and the following violations still exist:

- Lot 13 is a vacant, dilapidated unit which should be removed from the mobile home park.
- Lot 15 is a vacant, dilapidated unit which should be removed from the mobile home park.
- Lot 27 the stairs need to be repaired (the skirting has been repaired).

* * * * *

Consider the request of Matt Phillips, agent for Senior Lifestyle Corporation for approval of a **Conceptual Plan** for the proposed Senior Lifestyle Community that will provide 96 senior living dwelling units in phase 1 and 66 dwelling units in phase 2 on the vacant 9 acre property generally located south of Prairie Ridge Blvd. and east of 97th Court within the Prairie Ridge development.

Recommendation: Village staff recommends that the Village Board approve the **Conceptual Plan** subject to the comments and conditions of the Village Staff Report of December 9, 2013.

VILLAGE STAFF REPORT OF DECEMBER 9, 2013

Consider the request of Matt Phillips, agent for Senior Lifestyle Corporation for approval of a **Conceptual Plan** for the proposed Senior Lifestyle Community that will provide 96 senior living dwelling units in phase 1 and 66 dwelling units in phase 2 on the vacant 9 acre property generally located south of Prairie Ridge Blvd. and east of 97th Court within the Prairie Ridge development.

The petitioner is requesting the approval a Conceptual Plan for the proposed two-phase 162 senior housing unit development on property located generally south of Prairie Ridge Boulevard, between 97th Court and 96th Avenue within the Prairie Ridge development. The proposed Senior Lifestyle Community will provide 96 senior assisted living units in Phase 1 and 66 senior living units in Phase 2 on the vacant 9-acre property. Phase 1 is anticipated to begin in the spring, 2014. No exact time frame has been set for Phase 2.

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

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

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

The Development Agreement relating to the public and private improvements pertaining to Phases 1-7 and the Arbor Ridge Condominiums is still in effect. The Developer's engineer (Nielson Madsen Barber) is preparing a cost evaluation of all outstanding improvements to help determine if the current letter of credit is sufficient. Cost estimates need to be submitted and reviewed at this time to determine if the letter of credit amount is sufficient and how the letter of credit will be allocated to the remaining overall development phasing of Arbor Ridge Condominium development. Pursuant to the Development Agreement, the public and private improvements yet to be completed for this development include:

Road Improvements/Street Trees/Street Lights/Street Signs/Sidewalks

1. 97th Court shall be fully improved from 94th Avenue to Prairie Ridge Boulevard, including sidewalks on both sides and parkway street trees. 97th Court shall be constructed to the Village's new standard composite pavement section (7-inches

- concrete overlaid with 1.75-inch HMA). Plans, specifications, and contract/bidding documents for these improvements shall be submitted and reviewed.
- 2. 96th Avenue from 97th Court to 81st Street shall be fully improved to support the development. Also, the existing portion of 96th Avenue from 81st Street to Prairie Ridge Boulevard shall be final paved.
- 3. Parkway street trees shall be installed along the 97th Court (east and west side), 96th Court (west side), 96th Court (missing trees along the east side), 81st Street (missing trees along the north side), and a street tree is missing along Prairie Ridge Boulevard. A detailed landscaping plan showing the tree types (minimum of a 2" caliper) and locations shall be prepared. Street tree type(s) shall be listed in the current Village of Pleasant Prairie approved street tree list. The planting details including the mulch bed, staking and tie downs shall be provided. No substitutions shall be made without prior approval from the Village.
- 4. Street lights (residential type-concrete base and pole with Sheridan fixture) shall be installed along 97th Court and 96th Avenue.
- 5. Street signs shall be installed pursuant to Village requirements.
- 6. Concrete sidewalks, 5 feet in width, shall be installed in the right-of-way on both sides of the development -97th Court and 96th Avenue abutting the development.

Sanitary / Water / Storm

- 7. The proposed sanitary service for the phase 1 building requires a sanitary extension from 98th Circle. The sanitary extension from existing manhole of 98th Circle to the manhole on 97th Court shall be a public sanitary sewer main extension requiring the following:
 - a. Plan and profile drawings and specifications.
 - b. Approval letter from SEWRPC.
 - c. WDNR approval. Developer's engineer shall submit to WDNR after Village approval of plans. WDNR submittal forms shall be submitted to the Village for review.
 - d. City of Kenosha Water / Wastewater Utility approval. To be submitted by the Village upon Village approval of plans.
- 8. The existing water main along 97th Court is shown outside the pavement area in several locations which conflicts with the plan design. Is the location from utility hotline markings?
- 9. The backfill for the sanitary sewer service connection within the pavement area of 96th Avenue shall be slurry. Also, the sewer extension under 97th Court shall be backfilled with slurry. This shall be noted on the plans.
- 10. There are several storm sewer catch basins along the existing barrier curb line within the proposed entrance drives. The plans shall show detail regarding the new cover/casting etc. for these catch basins within the new depressed curbs.

Senior Lifestyles Development Agreement: A new or amended Development Agreement between the Village and the new developer, financial security, executed contract documents, performance and payments bonds, insurance certificates, field staking and inspection cost estimates, street tree, street lighting, sidewalks, administrative fees, and any outstanding fees will be required for the development of the property in order to complete the previous private and public improvements.

CONCEPTUAL PLAN FOR PROPOSED SENIOR LIFESTYLE PROJECT: The petitioner is proposing to develop the 9-acres site for a 162 senior housing unit development within two phases--Phase 1 will include 96 units and Phase 2 will include 66 units. The senior housing community will include central dining facilities, a multi-purpose room, fitness center and an arts and crafts room. According to the application, as part of their monthly fee, residents will have access to meals and other services such as housekeeping, linen service, transportation, and social and recreational activities. Supportive care and assisted living services from trained employees will also be available to residents who require assistance with activities of daily living (ADLs) including management of medications, bathing, dressing, toileting, ambulating and eating) and residents who have Alzheimer's disease or other forms of dementia.

Phase 1: 96-unit Assisted Living Facility with 61 surface parking areas.

The living units will be located within a three (3) story building. On the first level each of the two living are wings include 16 units with a common living and dining area with kitchen facilities and a screen porch. In addition, there is access to an outdoor garden/patio area. The two (2) wings are connected to a one story area that will include a larger dining and living room with a multi-purpose room, craft room with an attached greenhouse, fitness room, salon and therapy room. This common area will also have two elevators to access the upper levels. The second and third floor will provide for a total of 32 living units and no commons living spaces. A majority of the units are 1 bedroom units. There are a limited number of efficiencies and 1 bedroom units with a small living area.

Pursuant to the Village Zoning Ordinance, the minimum number of parking spaces not including handicapped accessible parking required for Assisted Living is 1 space per 6 patient beds, plus 1 space per employee on the largest work shift, plus 1 space per staff member and visiting doctor. The 61 spaces provided appear to be adequate. This number shall be verified when the number of employees and the number of staff members and visiting doctors. The number of handicapped accessible parking spaces is based on the requirements of the State code.

Phase 2: 99-unit Senior Housing Facility with 51 underground parking spaces and 48 surface parking spaces.

Pursuant to the Village Zoning Ordinance, the minimum number of parking spaces for senior housing is 1 space per 2 bedrooms. The development will have 99 bedrooms; therefore 50 parking spaces plus the required handicapped accessible parking are required. The parking meets the minimum requirement. (A part of the PUD, the Village will require a minimum of 50 parking spaces underground (50% of the number of units.)

The developer should submit a conceptual floor plans and conceptual elevations.

Zoning Map and Text Amendments and Conditional Use Permit: The current zoning of the property is R-11 UHO, Multi-Family Residential District with a UHO, Urban Landholding Overlay District. The proposed Senior Lifestyle project is classified as a Community Living Arrangement in the Village Zoning Ordinance, which is allowed within the R-11 District with approval of a Conditional Use Permit and provided the additional requirements pursuant to Section 420-148 B (22) of the Village Zoning Ordinance related to Community living arrangements in the R-11 Districts.

- The net density shall not exceed 21 units per acre. (The development of 8.953 net-acre property with a 162-units provide a net density of 18.5 units per acre.)
- The facility shall be in conformance with all State statutory requirements.

- The petitioner shall submit as part of the application for the Conditional Use Permit, the type of community living arrangement proposed, the purpose for the community living arrangement, the type of individuals that will reside on the property and the plan for supervising and administering the needs of the residents.
- If applicable, a report and license from the Department of Health and Family Services relating to the suitability of the property for use as a community living arrangement shall be submitted as part of the application for a conditional use permit. The loss of any license shall operate as an automatic revocation of the Conditional Use Permit. Permits shall not be transferable to another location or holder without approval of another Conditional Use Permit.
- The property and the structures shall be serviced by municipal sanitary sewer and municipal water.
- The lot shall be a minimum of three (3) acres. (Lot size is 8.953 acres)

In addition, the property is proposed to be rezoned to R-11, Planned Unit Development (PUD) for this development is being proposed. **Developing the property as a PUD will allow for more flexibility with some dimensional requirements of the Village Zoning Ordinance provided there is a defined benefit to the community.** The Village staff will begin preparing a detailed PUD Ordinance for review by the Developer, the Plan Commission and Village Board upon approval of the Conceptual Plan and submittal of the Final Development Plans.

At this time the only modification from the Zoning Ordinance that is proposed to be included in the PUD relates to the building height. The Phase 1 building is proposed to be 45 feet high wherein the R-11 District allows for buildings to be a maximum height of 35 feet. As the detailed Development Plans are prepared, additional items may be included in the PUD related to dimensional requirements, unit sizes (pursuant to the R-11 District regulations efficiency and 1-bedroom units shall be a minimum of 700 square feet) and signage requirements. As part of the PUD, the Village will require a minimum of 50 parking spaces underground (50% of the number of units).

The PUD Ordinance will be drafted and considered by the Plan Commission and the Village Board after the final plans are submitted for review. The required public hearing for the PUD Zoning Text and Zoning Map Amendments will be held at the same time as the Plan Commission and Village Board considers the Conditional Use Permit, the CSM and the required Development Agreement as discussed above.

Recommendations:

<u>Village staff recommends that the Village Board approve the **Conceptual Plan** subject to the above comments and the following conditions:</u>

- 1. The Conceptual Plan approval will be valid for a period of one (1) year. Prior to the expiration of the Conceptual Plan, the CSM (if proposed), Final Development Plans and the PUD, Planned Unit Development and Development Agreement shall be approved by the Village and building permits shall be issued.
- 2. A new or amended Development Agreement will be required for the development of the property to complete the following public and private items addressed in the

previous Development Agreement to service the proposed Senior Lifestyle Project, including:

Road Improvements/Street Trees/Street Lights/Street Signs/Sidewalks

- 97th Court shall be fully improved from 94th Avenue to Prairie Ridge Boulevard, including sidewalks on both sides and parkway street trees. 97th Court shall be constructed to the Village's new standard composite pavement section (7-inches concrete overlaid with 1.75-inch HMA). Plans, specifications, and contract/bidding documents for these improvements shall be submitted and reviewed.
- 96th Avenue from 97th Court to 81st Street shall be fully improved to support the development. Also, the existing portion of 96th Avenue from 81st Street to Prairie Ridge Boulevard shall be final paved.
- Parkway street trees shall be installed along the 97th Court (east and west side), 96th Court (west side), 96th Court (missing trees along the east side), 81st Street (missing trees along the north side), and a street tree is missing along Prairie Ridge Boulevard. A detailed landscaping plan showing the tree types (minimum of a 2" caliper) and locations shall be prepared. Street tree type(s) shall be listed in the current Village of Pleasant Prairie approved street tree list. The planting details including the mulch bed, staking and tie downs shall be provided. No substitutions shall be made without prior approval from the Village.
- Street lights (residential type-concrete base and pole with Sheridan fixture) shall be installed along 97th Court and 96th Avenue.
- Street signs shall be installed pursuant to Village requirements.
- Concrete sidewalks, 5 feet in width, shall be installed in the right-of-way on both sides of the development -97th Court and 96th Avenue abutting the development.

Sanitary Sewer / Water / Storm Sewer

- The proposed sanitary service for the phase 1 building requires a sanitary extension from 98th Circle. The sanitary extension from existing manhole of 98th Circle to the manhole on 97th Court shall be a public sanitary sewer main extension requiring the following:
 - Plan and profile drawings and specifications.
 - Approval letter from SEWRPC.
 - WDNR approval. Developer's engineer shall submit to WDNR after Village approval of plans. WDNR submittal forms shall be submitted to the Village for review.
 - City of Kenosha Water / Wastewater Utility approval. To be submitted by the Village upon Village approval of plans.
- The existing water main along 97th Court is shown outside the pavement area in several locations which conflicts with the plan design. Is the location from utility hotline markings?
- The backfill for the sanitary sewer service connection within the pavement area of 96th Avenue shall be slurry. Also, the sewer extension under 97th Court shall be backfilled with slurry. This shall be noted on the plans.

• There are several storm sewer catch basins along the existing barrier curb line within the proposed entrance drives. The plans shall show detail regarding the new cover/casting etc. for these catch basins within the new depressed curbs.

The construction timing of roadway improvements with respect to the building construction shall be discussed and clarified. In addition, the Developer's Engineer (NMB) shall prepare a cost evaluation of all outstanding improvements to help determine if the current letter of credit is sufficient. Cost estimates need to be submitted and reviewed at this time to determine if the letter of credit amount is sufficient and how the letter of credit will be allocated to the remaining overall development phasing of Arbor Ridge.

- 3. The Senior Living Facility is proposed to be developed as a Planned Unit Development (PUD). Developing as a PUD will allow for more flexibility with some dimensional requirements of the Village Zoning Ordinance provided there is a defined benefit to the community. The Village staff will begin preparing a detailed PUD Ordinance for review by the Developer, the Plan Commission and Village Board upon approval of the Conceptual Plan and submittal of the Final Development Plans.
- 4. Will the Phase 1 and Phase 2 sites be on separate parcels? If so, a Certified Survey Map (CSM) will be required to divide the site into 2 parcels. If not, then the PUD ordinance language will need to allow two (2) buildings on one parcel.
- 5. The Prairie Ridge Commercial Association must approve the detailed site plans for the development. Written approval shall be submitted to the Village prior to issuance of permits.
- 6. The landscaping of the site shall be in compliance with the Prairie Ridge Commercial Covenants.
- 7. 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 prior to resubmittal:
 - a. See **attached** changes to sheets **C-3**, **C-10** and **A-2**.
 - b. The renderings and amount of brick work and detail shall be modified on the plans. See **attached** staff mark-up on **Sheet A5**. Additional brick, window modifications, and detailing shall be provided. Sample boards, colors and materials shall be provided for review and approval.
 - c. On **Sheet A1:** The depiction of the "Future Development (by others)", the former Arbor Ridge Condominium development, should be eliminated (if it's not planned to be developed in that configuration anymore).
 - d. On **Sheet A2** the following changes shall be made:
 - i. In the Zoning Data chart, the Proposed Zoning Classification should be "R-11 (PUD)".
 - ii. The total area of impervious surface shall be provided on the plans.

- iii. The total area of landscape/open space (non-impervious) shall be provided on the plans (a minimum of 25% is required. However, as part of the PUD a greater open space area may be required.
- iv. The 5 ft. wide concrete public sidewalk shall be the dominant improvement when traversing the private driveway entrances on the site. In other words, the concrete sidewalk shall cross through the paved driveways. Depict as such (also depict as such on **Sheet C-3** of the Construction Plans).
- v. If Phase 2 (Senior Living) is to have an outdoor trash/recycling enclosure, then similar to Phase 1, it shall be attached to the building. Or, the trash and recycling containers may be stored within the underground parking area. Need to specify.
- vi. Dimension the width of <u>all</u> driveways at the street property lines (right-of-way lines), 35 feet in width is the maximum allowed.
- vii. Label the parking lot pavement material (e.g. asphalt, concrete).
- viii. Label the private on-site walking path pavement material (e.g. asphalt, concrete).
- ix. Dimension the width of the on-site private walking paths.
- x. Label the curb & gutter.
- e. On **Sheets A2 and L1**, Label the sections of Phase 1 curb and gutter, where the eventual access points between Phases 1 & 2 will be connected, as "Curb and gutter to be removed upon construction of Phase 2".
- f. Provide a chart on the plans that specify the square footage of each unit type.
- g. On **Sheet L1**, change notation of "Parkway Tree" to "Street Tree".
- h. The grading plan is missing the existing contour layer. Show the existing contours in the grading plan.
- i. Provide additional information within the open space areas to show positive drainage. Example locations are as follows:
 - Between the berm and parking lot located at the south end of phase 2.
 - Between the berm and building on the west side of phase 2.
 - Open area within the drive circle in phase 1.
- o. Provide a grading plan for phase 1, showing temporary grading tie-ins to existing elevations along the phase 2 boundary.
- p. Erosions control measures and locations will need to be included in the preliminary/final engineering plans.
- q. Provide spot grades along the sidewalk.
- r. It appears that a Section Corner Monument will be disturbed by the site development. Prior to disturbance of the section corner, the Developer shall contact the SEWRPC, who acts as the County Surveyor to coordinate the monument disturbance, survey tie in, and replacement. A note shall be placed on the plans indicating the coordination requirement prior to disturbance.

- s. The existing water main along 97th Court is shown outside the pavement area in several locations which conflicts with the plan design. Is the location from utility hotline markings?
- t. The backfill for the sanitary sewer service connection within the pavement area of 96th Avenue shall be slurry. Also, the sewer extension under 97th Court shall be backfilled with slurry. This shall be noted on the plans.
- u. There are several storm sewer catch basins along the existing barrier curb line within the proposed entrance drives. The plans shall show detail regarding the new cover/casting etc. for these catch basins within the new depressed curbs.
- v. The locations of the pumper pad bump outs shall be discussed with the Fire Department as the locations do not appear to provide easy ingress / egress. Also, the need for any additional hydrants should be reviewed and discussed with the Department.
- w. Has the ability to provide utility services for the phase 1 building from 96th Avenue been explored to eliminate the need for a public sewer extension?
- x. Provide detail(s) with respect to the site entrance approaches. Are these concrete approaches up to and through the sidewalk?
- y. Change the public sidewalk section to be 5-inch concrete thickness (minimum 6" within entrance drives).
- z. Compliance with the **attached** Village Fire & Rescue Department dated December 4, 2013.
- aa. The Sign Ordinance (Article X) allows for one (1) Multifamily Residential Development Identification Sign, except that if there is more than one entrance to the development from an arterial street or highway, then an additional sign may be approved at each entrance. Sheet A2 depicts too many signs for the development. If these multiple signs are going to be allowed, then the PUD ordinance language will need to allow for the additional signage. If not, some of the proposed signs will need to be removed from the Plans.
- bb. Multifamily Residential Development Identification Signs shall meet the following requirements:
 - Minimum setback: five (5) feet from the right-of-way line or property lines, provided the signs are not located within any easements.
 - <u>Maximum height: six (6) feet pursuant to the Prairie Ridge Commercial</u> Covenant.
 - Maximum area: 36 square feet per face.
 - Landscaping shall extend a minimum of three feet in every direction from the base or other support structure of the sign, except if the sign is located in a boulevard island, then the landscaping shall not extend closer than two feet from the back of the curb of the boulevard island.
 - May be illuminated.

- May be placed on two supports or may be placed on a solid-appearing decorative base which supports a minimum of 75% of the display of the sign.
- The sign supports or base shall be constructed of materials that complement the materials used in the development.

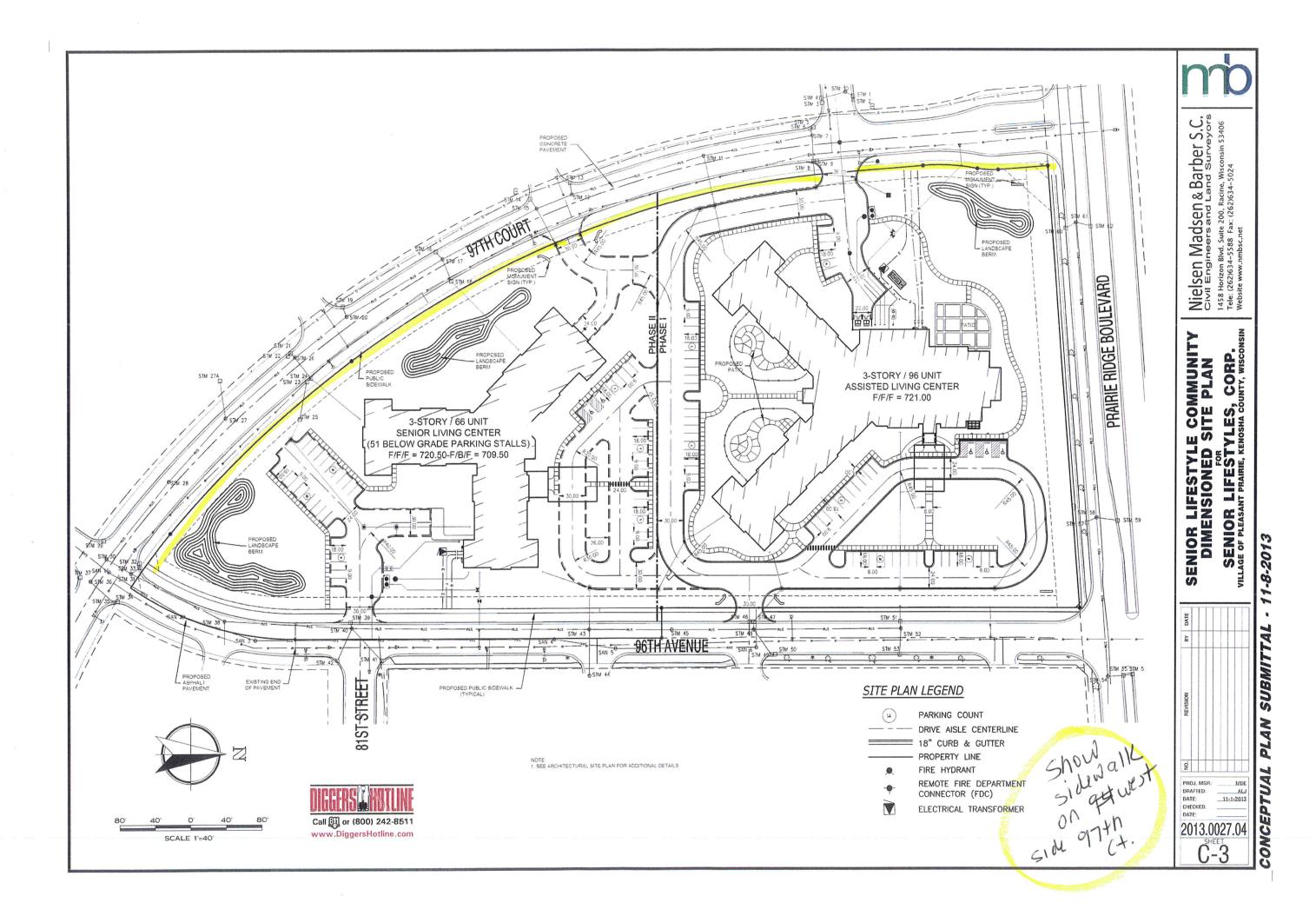
NEXT STEPS:

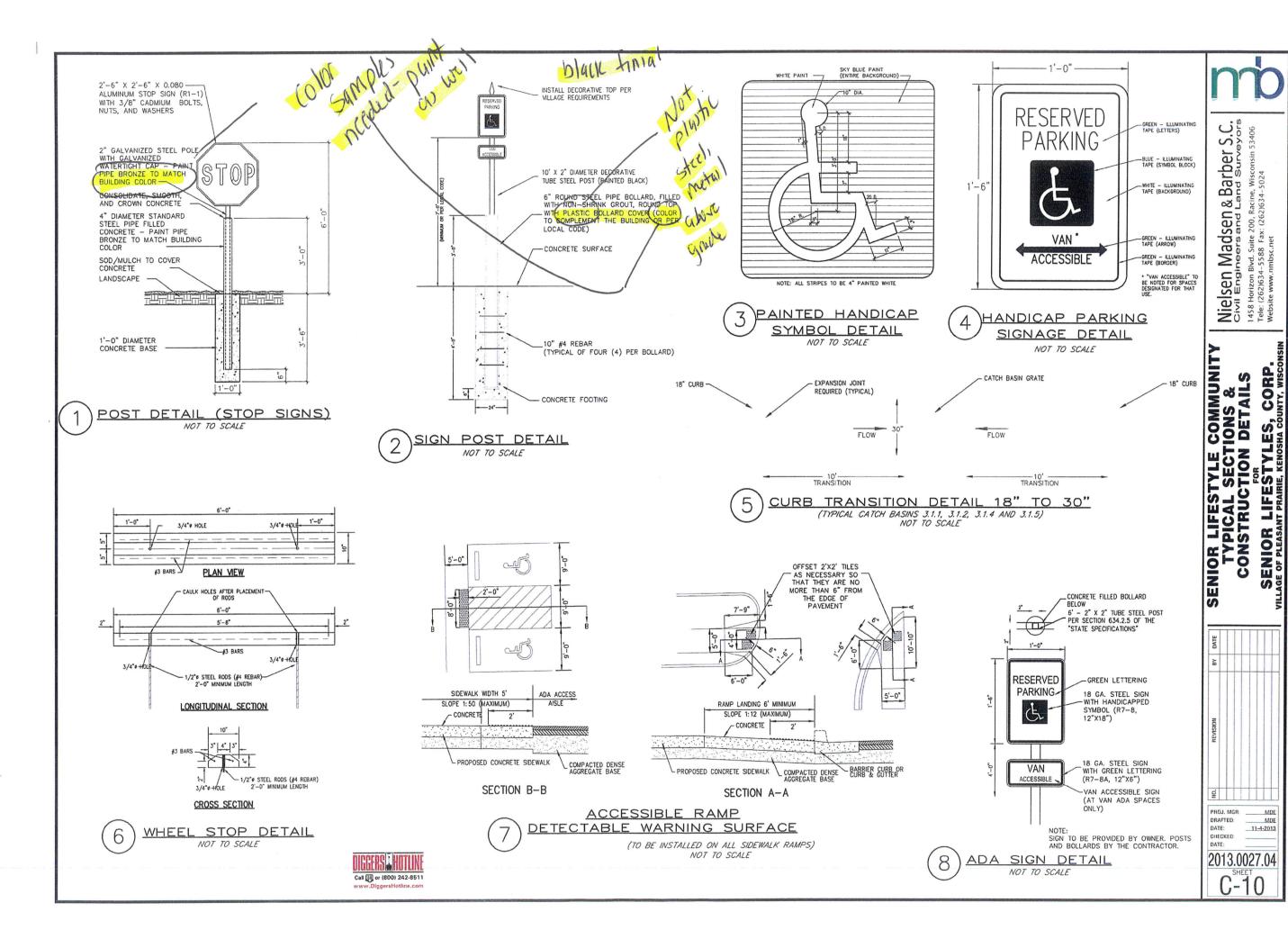
- 8. Upon approval of the Conceptual Plan by the Village Board the following documents shall be submitted to the Village for staff review:
 - a. Ten full-size and one (1) reduced to 11" x 17" of the Final Development Plans for the development which shall include all of the components of the Site and Operational Plans requirements set forth in Section 420-57 of the Village Zoning Ordinance.
 - b. Provide a list of the special provisions that are being requested as part of the PUD and the reasons for the requests. Also provide the Community Benefits for the provision of a PUD.
 - c. Written statement related to the requirements specified in Section 420-148 B (22) related to the conditional use permit.
 - d. Material sample boards, including paint samples for all exterior building materials. (Colors and materials are not being approved with the Conceptual Plan).
 - e. A draft of any proposed Restrictive Covenants for the project.
 - f. Proposed Certified Survey Map, if the parcel is proposed to be subdivided.
 - g. Ten full size and one (1) reduced to $11'' \times 17''$ of the proposed public/private improvements as required in the Development Agreement shall be submitted for review. (See condition #2 above)
- 9. After the above documents are received, the Village staff will review the plans and prepare the draft PUD Ordinance and draft Development Agreement for the Developer's review.
- 10. Upon the staff's satisfactory review of the CSM (if proposed), the Final Development Plans, detailed Engineering Plans and Specifications and other items specified above, the CSM, Development Agreement, Conditional Use Permit and Zoning Text/Map Amendment applications and related application materials shall be submitted for consideration of the Plan Commission and Village Board.
- 11. The CSM, Development Agreement, Conditional Use Permit and PUD Ordinance Amendments cannot be approved until the Final Plan including Final Engineering Plans and Specifications for all required public/private improvements are approved and the Development Agreement and all related documents are in final form.
- 12. The Owner and the Developer of this project shall be one entity unless both will be signing and executing all of the developer documents.
- 13. Upon Village approval of the Engineering Plans and Specifications for the public/private improvements specified in the Development Agreement four copies and a pdf copy of the plans shall be submitted to the Village so that estimates can be obtained for field staking and inspection.

- 14. Upon Village written approval of the Engineering Plans and Specification for the public sewer main extension, the Developer shall submit four (4) copies of the approved sewer plans, profiles and specifications to the Village so that the Village can request approval from the Kenosha Water Utility (KWU).
- 15. The Developer's engineer shall submit the sanitary sewer extension plans to Wisconsin Department of Natural Resources (WI DNR) after Village approval of sanitary sewer plans and specifications and WI DNR submittal forms.
- 16. The Developer's engineer shall submit the sanitary sewer extension plans to SEWRPC for their written approval.
- 17. Upon Village approval of the Final Engineering Plans, Profiles and public and private improvements then a copy of the signed contracts, certificates of insurance, and performance and payment bonds shall be provided to the Village. The contracts shall have the Developer's name as shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party. **All contractors shall be pre-qualified by the Village.**
- 18. At least two (2) weeks prior to Village Board consideration of the PUD (Zoning Map and Text Amendments), CSM, Development Agreement and related documents and, the following shall be finalized and submitted:
 - a. The original CSM executed by the property owners and a digital copy of the CSM (Digital Information shall conform to the Village's format requirements).
 - b. Five (5) full size and one (1) 11 by 17 copy of the Final Engineering Plans and Specifications and Contracts for the private and public improvements and two (2) digital copies of the Final Engineering Plans (Digital Information shall conform to the Village's format requirements).
 - c. A pdf copy of all plans and specifications.
 - d. Final Development Agreement (to be drafted by the Village and reviewed by the Developer).
 - e. Final Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).
 - f. Copies of the approval letters from the KWU, WI DNR and SEWRPC for the sanitary sewer extension.
 - g. The Itemized Cost Breakdown Exhibit (to be drafted by the Village and reviewed by the Developer). IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit on bank letterhead).
 - h. A Policy of Title Commitment equal to the cost of public improvements shall be provided to the Village. The title policy shall indicate that the public improvements/easements are being dedicated free and clear of any encumbrance liens or judgments. The Title Report Commitment shall be updated the day before closing and again within 7 days after closing and recording of the documents.
 - i. The Work in the Right-of-Way Permits.
 - j. The Erosion Control Permit application, related plans and permit fee.
 - k. A \$2,000 street sweeping cash deposit.

- I. A three-year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 125% of the total cost of public related improvements, including municipal water main, street trees, field staking, inspection and construction related services for public improvements. A "draft" LOC shall be provided to the Village for staff review. The "Final" LOC shall be provided prior to the Village at the closing.
- m. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to the execution/signing of the CSM and Development Agreement and Memorandum of Development Agreement and other related documents.
- 19. Upon Village Board's approval of the CSM, Development Agreement and related documents and within seven (7) days of said approval, the Village will hold a closing to have the Final documents signed. The Developer/Owner shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide the proof of recording to the Village within 72 hours of closing with the Village.
- 20. Following the closing (on the same day), 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 (This meeting is required prior to public improvement field work commencing).
 - a. The Developer's engineer shall coordinate the set-up of this meeting and shall run the pre-construction meeting.
 - b. The Developer's engineer shall come prepared with extra copies of the plans and specifications, copies of the agenda for the meeting, copies of the construction schedule and copies of the listing of emergency contact personnel and phone numbers. (The Village can provide a sample agenda).
- 21. 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.
- 22. 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.
- 23. 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.
- 24. Impact fees for this developer are due at the time of issuance of building permits.
- 25. All required public improvements and private grading shall be completed, inspected, storm sewer televised and accepted, water sampled with safe samples, and approved by the Village including an as-built grading plan of subdivision prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village.
- 26. Prior to written occupancy of Phase 1 and as-built graphical data of all public and private sewer, water, and storm sewer facilities shall be provided to update the Village's Geographical Information System. Information shall conform to the

- Village's format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.
- 27. Prior to occupancy of Phase 1, a record drawing of the utility plans will be required to reflect actual construction records and utility alignments. Record drawing(s) of all the public and private water main, storm sewers, and sanitary sewers shall be prepared by the Engineer of Record for the project.
- 28. Prior to written occupancy of the building and associated site improvements three (3) copies of an as-built plan stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building, above ground structures and all impervious surfaces meet the minimum setbacks and that all pavement markings were marked per the approve site plans and the grading of the site was completed pursuant to the approved plans. In addition, written certification from the landscaping and signage companies that the landscaping and signage were installed pursuant to the approved final plans shall be submitted.





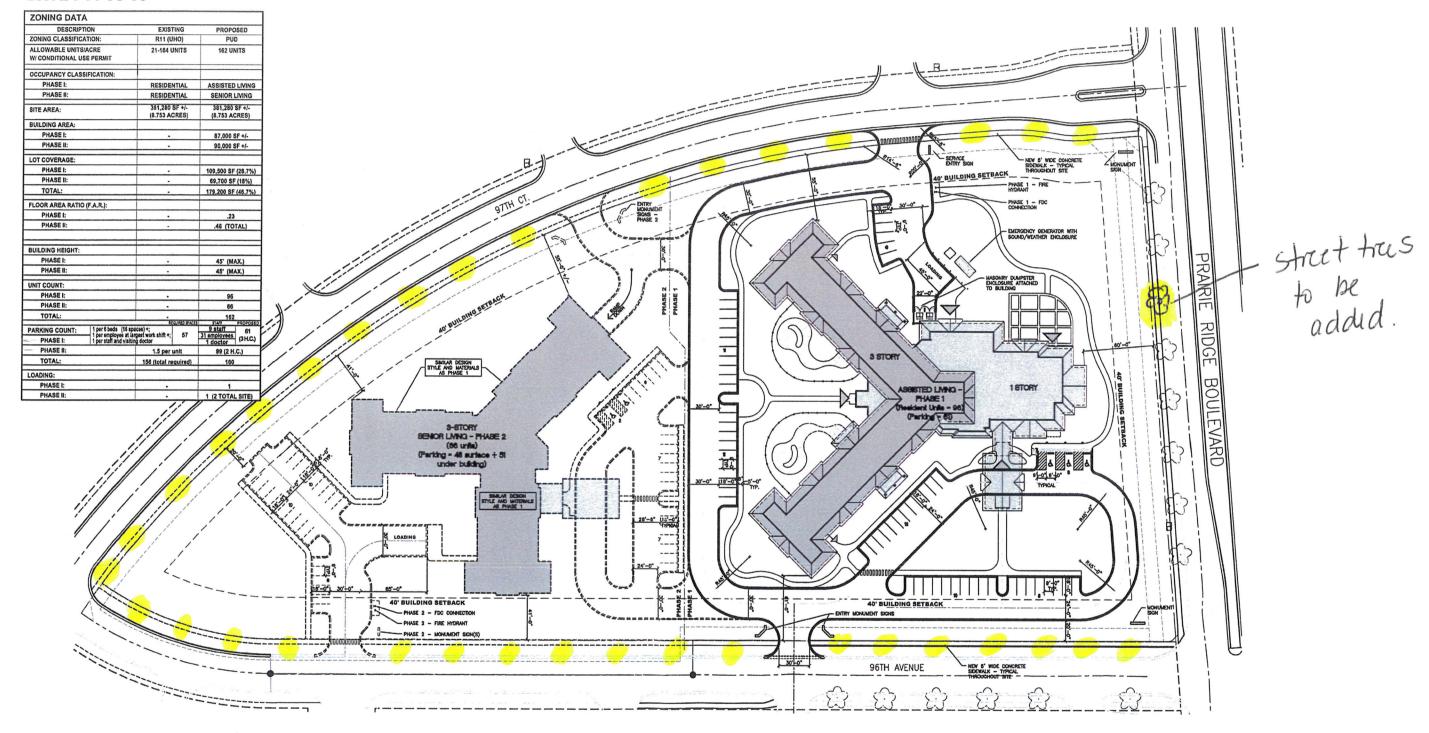
-8-2013

SUBMITTAL

CONC

AN ASSISTED LIVING FACILITY CONCEPTUAL PLAN SUBMITTAL

DATE: 11-08-13







SENIOR LIFESTYLE COMMUNITY AN ASSISTED LIVING FACILITY **CONCEPTUAL PLAN SUBMITTAL DATE: 11-08-13** HAY BUILDING HEICHT T/MINSARD T/ROOF DECK ⊕T/THIRD FLOOR +22"-0" T/SECOND FLOOR EAST ELEVATION -enter - HAX BUILDING HEIGHT CRESHMAT - CE+T T/ROOF DCCX \$1/DERO FLOOR 17/2520ND FLOOR OTTERST FLOOR 2 WEST ELEVATION foundation plunting) but HAX BUILDING HEIGHT TAMASHO \$1/ROOF DECK T/THRO FLOOR Front (North) \$1/SECONO FLOOR ⊕1/FRST FLOOR Dillais MI L DUCC Pax, PRIX BENEDING HEIGHT T/MANSARO \$1/800F DECK ↑*/THRD FLOOR \$1/secono noon T/FRST FLOOR TYPICAL ELEVATION AT END OF WING SCALE: 3/32* - 1-0* ELEVATION KEY PLAN - PHASE 1

SAS Architects & Planners
630 Dundee Road Northbrook, IL 60062 847 564-8333 fax. 847 564-9989 www.sasarch.com

S

SHEET: A5





VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director FROM: Doug McElmury, Chief Fire & Rescue Department

CC: Assistant Chief, Craig Roepke

Lt. Thomas Clark, Fire & Rescue Department

Peggy Herrick, Assistant Planner, Community Development

SUBJECT: Review of the Conceptual Plan for Senior Lifestyle, Prairie Ridge Boulevard and

97th Court

DATE: 4 December 2013

The Fire & Rescue Department will be responsible for providing fire prevention inspections of this facility, 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:

- This is a review of the conceptual plan, however, it is understood, that typical and customary fire protection features have not been shown of the plans, dated: 11/1/13 and 11/8/13.
- AED. Because of the occupancy type of the building the owner shall install one or more
 public access Automatic External Defibrillator (AED) onsite for employee use in the
 event of a sudden cardiac arrest. The Fire & Rescue Department can provide the training
 necessary to perform CPR and to operate the AED.
- Fire Alarm Control Panel: The main FACP will be placed in the first floor main lobby, exact location to be finalized by the owner and the fire department. A remote annunciator with full function capability will also be installed near the fire sprinkler riser room inside the west service door.
- Main lobby access shall be controlled by a keypad similar to the existing facilities in the area. The keypad code shall be the same as the other facilities.
- If medical emergency room alarms are installed, the alarms shall be addressable and able to transmit the room number to the dispatch center.
- Fire safety system plans, such as fire sprinkler and fire alarm plans, will need to be submitted to the State of Wisconsin Department of Safety and Professional Services and also to this fire department for review. No installation of any fire protection system is allowed until a satisfactory review is obtained from both departments.
- Fire hydrants: <u>Does not</u> meet the Village Ordinance of a maximum distance of 350 feet apart around the perimeter of the building. Hydrants shall always be visible and accessible; this includes future growth of landscaping.
- Elevators: The proposed elevators need to comply with the Village of Pleasant Prairie Ordinance 180-20 Elevators. In particular section D (1) Acceptable minimum size.
- Severe Weather Shelter: The architect shall identify the area within the building that can be used as a "severe weather shelter" or "safe haven" during severe weather such as a tornado. That area will be identified with signage.

4. Fire and Rescue Department Review and Comments:

- A. Site and Operational Permits
 - Site accessibility
 - Pumper Pad Included on drawings
 - Fire hydrant spacing

B. Conditional Use and Operational

Standpipe outlet locations
 Fire alarm pull stations
 Emergency and Exit Lighting
 Fire extinguishers
 Not shown at this time.
 Not shown at this time.
 Not shown at this time.

- 5. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin. The Village will use an independent fire safety consultant for review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued and before construction can begin.
- 6. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.
- 7. The following information must be submitted with the sprinkler plans for review:

Building height:

Number of stories/floors:

Elevators:

Hazard class:

Square footage of the building, each floor:

Fire protection:

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

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

Bulk Water

- Water Usage
- o Fire Protection Plans for Underground and Aboveground
- Fire Alarm System Plans
- o Kitchen Hood Systems 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 Safety and Professional Services.
- 11. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus, and must comply with the State of Wisconsin and the International Building Code, 2009 edition. A minimum wall-to-wall turning radius of 45′-0″ shall be allowed for apparatus movement.
 - a. All entrances from public streets, as well as road and driveways around the proposed building <u>must be a minimum of 30 feet wide</u>.
 - b. All exterior exit pathways shall have a hard surface, leading to a hard surface.
- 12. **Sprinkler System:** The building shall be equipped with an "automatic fire sprinkler system". The systems shall be designed and constructed to the current edition of NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers.
- 13. **Water Service:** If it is determined that the building will be serviced by a combination municipal water and fire protection main, that main must be sized by the fire protection (sprinkler) contractor. No main is allowed to travel underground, under the building.
- 14. **Plan Review (Underground):** A review of the underground drawings is required along with the fire protection drawings before a permit will be issued by the Fire & Rescue Department. Underground plans shall be submitted a minimum of four (4) weeks before installation begins.
- 15. **Standpipes:** In lieu of 1.5 inch hose stations, the building shall be equipped with standpipes that shall consist of 2-½ inch NST valve, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve, when supplied by the fire department pumper. The standpipes shall be wet and placed in the landing of each stairwell.
- 16. **Fire Hydrants:** Fire hydrants shall be <u>spaced no more than 350 feet</u> apart around the perimeter of the building, per Village Ordinance 180-16. <u>The insurance carrier must agree in writing to the hydrant spacing.</u> As many hydrants as possible shall be supplied directly by municipal water. The distance from the finished grade line to the lowest

discharge shall be no less than 18 inches and no more than 23 inches. The Fire Department connections shall be located, and of sufficient height where typical snow fall or snow removal operations will not obstruct access. NOTE: Drawing dated 11/8/13 does not meet this requirement.

- 17. **Fire Hydrant Acceptance**: This project will include the installation of water mains for domestic and fire protection use. Prior to the fire sprinkler system connection to any new water mains (including water mains, fire hydrants, laterals leading to the building and risers) must be hydrostatically tested flushed according to National Fire Protection Association (NFPA–National Fire Code) Standard 24 and witnessed by the Fire Chief and or the Chief's representative, the installing contractor and the fire sprinkler contractor at a minimum.
- 18. Fire hydrant and water main flushing can be disruptive to the job site and requires significant coordination of all sub-contractors by the General Contractor. Nonetheless flushing is an essential part of assuring public safety.
- 19. The General Contractor is highly encouraged to coordinate the flushing of all new water mains, fire hydrants, laterals leading to the building and risers with both the subcontractors 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.
 - **NOTE:** The Fire Protection Designer must meet with the Fire & Rescue Department before the underground drawings are submitted for review to finalize the placement of the hydrants.
- 20. **Pumper Pad:** There shall be dedicated space for a fire engine to have unobstructed access to the Pumper Pad. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant. The Fire Department connection shall be constructed along with an underground drain with access for inspection. A guideline detail is attached and is meant to illustrate the requirements needed to meet the requirements stated in Village Ordinance 180-16.
 - **NOTE:** The Fire Department Connection riser shall include a single five (5) inch Storz fitting.
- 21. **Bollards:** Shall be placed near fire hydrants, remote post indicator valves (PIV) and Fire Department connection(s) to prevent damage. Bollards shall be 6 inches in diameter. Bollards shall not obstruct charged fire hoses. It is recommended that the Fire Department approve the location of the bollard(s) before final placement is made.
- 22. **Strobe Light:** A strobe light shall be provided for each riser and installed vertically above each sprinkler water flow bell. The strobe light shall operate for a sprinkler water

flow. The lens color shall be RED. The strobe light shall meet Village specifications as found in section 180-16 K of the Sprinkler Ordinance.

- 23. Fire Alarm System: The system shall be fully addressable so that detailed information will be received about the device in alarm. Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed in this building shall activate the internal fire alarm system.
 - a. **Manual Fire Alarm Pull Stations:** Shall be located at a minimum, immediately adjacent to each exterior door. Any additional exterior doors will be required to meet this requirement. The pull station shall not be placed in the area of the door, but immediately adjacent to the door jamb.
 - b. Pull Stations and Audiovisual Alarms: Shall be installed per ADA requirements.
 - **c. Smoke and Heat Detection:** Shall be installed as required.
 - d. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
 - **e. Fire Alarm Control Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire & Rescue Department. The Fire Alarm Control Panel shall be located within the Fire Pump Room. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
 - f. Annunciator Panel: Shall be addressable. The annunciator panel type shall be approved by the Fire and Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
 - g. Central Station: The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and supervisory signals to a central station that is certified by Underwriters Laboratories (UL) and/or Factory Mutual (FM) and approved by the Fire & Rescue Department. The owner shall provide such documentation for approval. It is recommended that the owner consult with the Fire & Rescue Department prior to signing any contracts with the Central station.
 - 1) The central station shall be provided with this information regarding the geographical location of this alarm:

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

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

Phone numbers:

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

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

- m. AED, in place at such time there is occupancy.
- n. A copy of the Emergency Plan must be submitted to the Fire & Rescue Department before occupancy.
- o. Occupancy inspection fee and re-inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.
- 29. **Occupancy:** All fire and life safety requirements must be in place prior to any building being occupied.



Filed 1 20		20
Public Hearing	20	20
Fee Paid // 8	20 Approved	20
Notices Mailed	20 Denied	20

VILLAGE OF PLEASANT PRAIRIE CONCEPTUAL PLAN APPLICATION

1. Develo	opment Name: <u>Senior Lifestyles</u>			
2. Gener	ral Location of Development: Prairie Ridge Bl	lvd. & 97 <u>t</u> h (Court	
3. Tax Pa	arcel Number(s): 91-4-122082-0412			
4. Numb	per of Lots: Number of	Outlots:	0	
5. Size o	of Development: 9.2 acres.			
6. The D	Development is proposed to be constructed in Phase	es:	🛚 Yes	□ No
7. The D	Development abuts or adjoins a State Trunk Highwa	ay:	☐ Yes	■ No
	Development abuts or adjoins a County Trunk High Sha County Park or the Kenosha County Bike Trail		☐ Yes	☑ No
9. The fo	ollowing number and types of plans shall be submi	tted with this	application	on:
1 cCc10PhDi	O full size sets of Conceptual Plan copy of the Conceptual Plan reduced to 11" by 17" conceptual Plan application fee O sets of Conceptual Engineering Plan chasing Plan, if applicable raft of Declarations, Covenant, Restrictions and an eny other information as specified by the Village		Document	NOV 8 - 2013 Village of Pleasant Prairie
I, (We), hereby of my knowled	y certify that all the above statements and attachmodge.	ents submitte	d herewith	h are true and correct to the bes
PROPERTY O	OWNER:			OWNER'S AGENT:
Print Name: _	The National Bank	Print Name:	Senior	Lifestyle Corporation
Signature:	Sole -	Signature:	Motel	Pluz, oxe, V.V.
Address: <u>315</u>	51 US Hwy 20	Address: 11	11 East W	acker Drive, Suite 2200
Elgin, IL 60		Chicago,	IL 60601	(State) (Zip)
City) Phone: (847)	(State) (Zip)	(City) Phone: (31)	12) 673 4	(1)
Fax: (847)		-		
	-06-13			306
Date 10				
		Matter	1111/6	

SENIOR LIFESTYLE FAMILY-OWNED COMMUNITIES

Senior Lifestyle Community, Village of Pleasant Prairie, Kenosha County, WI

The Senior Lifestyle Community will provide 96 senior living dwelling units in phase 1 and 66 dwelling units in phase 2. The community will include central dining facilities, a multi-purpose room, arts and crafts room and fitness center. As part of their monthly fee, residents will have access to meals and other services such as housekeeping, linen service, transportation, and social and recreational activities. Supportive care and assisted living services from trained employees will also be available to residents who require assistance with activities of daily living ((ADLs) including management of medications, bathing, dressing, toileting, ambulating and eating) and residents who have Alzheimer's disease or other forms of dementia.



Senior Lifestyle in Pleasant Prairie Operational Plan

In connection with its Conceptual Plan Application ("Application"), Senior Lifestyle Development LLC ("Senior Lifestyle") submits the following responses to satisfy the Operational Plan Requirements:

- (1) Operational plan requirements. The applicant shall prepare and file as part of the application for site and operational plan approval an operational plan which shall include at least the following information or materials:
 - (a) A detailed narrative description of the operations, processes and functions of the existing and proposed uses to be conducted in or on the real property constituting the site, together with any diagrams, maps, charts or other visual aids that are helpful in understanding the operations and any potential adverse impacts on neighboring properties.

Response: The Senior Lifestyle Community will provide 96 senior living dwelling units in Phase 1 and 66 dwelling units in Phase 2. The community will include central dining facilities, a multi-purpose room, arts and crafts room and fitness center. As part of their monthly fee, residents will have access to meals and other services such as housekeeping, linen service, transportation, and social and recreational activities. Supportive care and assisted living services from trained employees will also be available to residents who require assistance with activities of daily living ((ADLs) including management of medications, bathing, dressing, toileting, ambulating and eating) and residents who have Alzheimer's disease or other forms of dementia.

(b) _____A detailed description of the proposed project or activity giving rise to the need for site and operational plan approval and a detailed explanation of how such project or activity relates to the site and to the existing or proposed operations to be conducted in or on the real property constituting the site.

Response: The proposed development and use of the site as a senior living community as described in Response (a) above will serve the needs of seniors now residing in the Pleasant Prairie and greater Kenosha market or desiring to move there to be closer to their adult children. The site plan depicting how the project relates to the site was filed with the Application.

(c) ____Gross floor area of the existing building(s) and/or proposed addition.

Response: 87,000 sq. ft. Phase 1 and \pm 90,000 sq. ft. Phase 2.

(d) ____Anticipated hours of operation, hours open to the public, and hours of deliveries or shipments.

Response: The community will be open 24/7. Visitors typically will visit loved ones at the community between 8am and 9pm.

(e) Anticipated startup and total number of full- and part-time employees.

Response: Total full time equivalent employees at stabilization – 74.

(f) Anticipated number of shifts and the anticipated number of employees per shift.

Response: 3 shifts: 28, 24 and 5 employees per shift, respectively.

(g) Anticipated maximum number of employees on site at any time of the day.

Response: 50

(h) ____Number of anticipated students, participants or persons to be gathered in places of assembly, if applicable.

Response: N/A

(i)Number of parking spaces required per this chapter and the method used to calculate such number.
Response: 57
(j)Number of existing and proposed on-site parking spaces to be provided (conventional spaces and handicapped spaces to be stated separately).
Response: 61
(k)Anticipated daily average and maximum potential number of automobile trips to and from the site (excluding trucks).
Response: A traffic study has not been completed.
(I)Anticipated daily average and maximum potential number of truck trips to and from the site.
Response: Typically up to 2 supply deliveries per day and 2-3 times per week trash removal.
(m)Types of goods and materials to be made, used or stored on site.
Response: Primarily goods and materials to be used are foodstuffs and household cleaning supplies.
(n)Types of equipment or machinery to be used on site.
Response: Commercial kitchen equipment, HVAC equipment and lawn maintenance equipment.
(o)Types of solid or liquid waste materials which will require disposal.
Response: Waste materials common to a commercial kitchen.
(p)Method of handling, storing and disposing of solid or liquid waste materials.
Response: Standard kitchen practices will be observed regarding waste disposal.
(q)Methods of providing site and building security other than the Village Police Department.
Response: Visitors must sign in with the receptionist or night staff.
(r)Description of the methods to be used to maintain all buildings, structures, site improvements and sites in a safe, structurally sound, neat, well cared for and attractive condition.
Response: Senior Lifestyle has a site maintenance and capital improvement program that is overseen by its corporate office.
(s)Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts.
Response: We do not anticipate the development will have adverse impacts to neighboring properties or public facilities.
(t)A list of all local, county, state and federal permits or approvals required for the project or activity giving rise to the need for site and operational plan approval and copies of such permits and approvals that have been obtained.

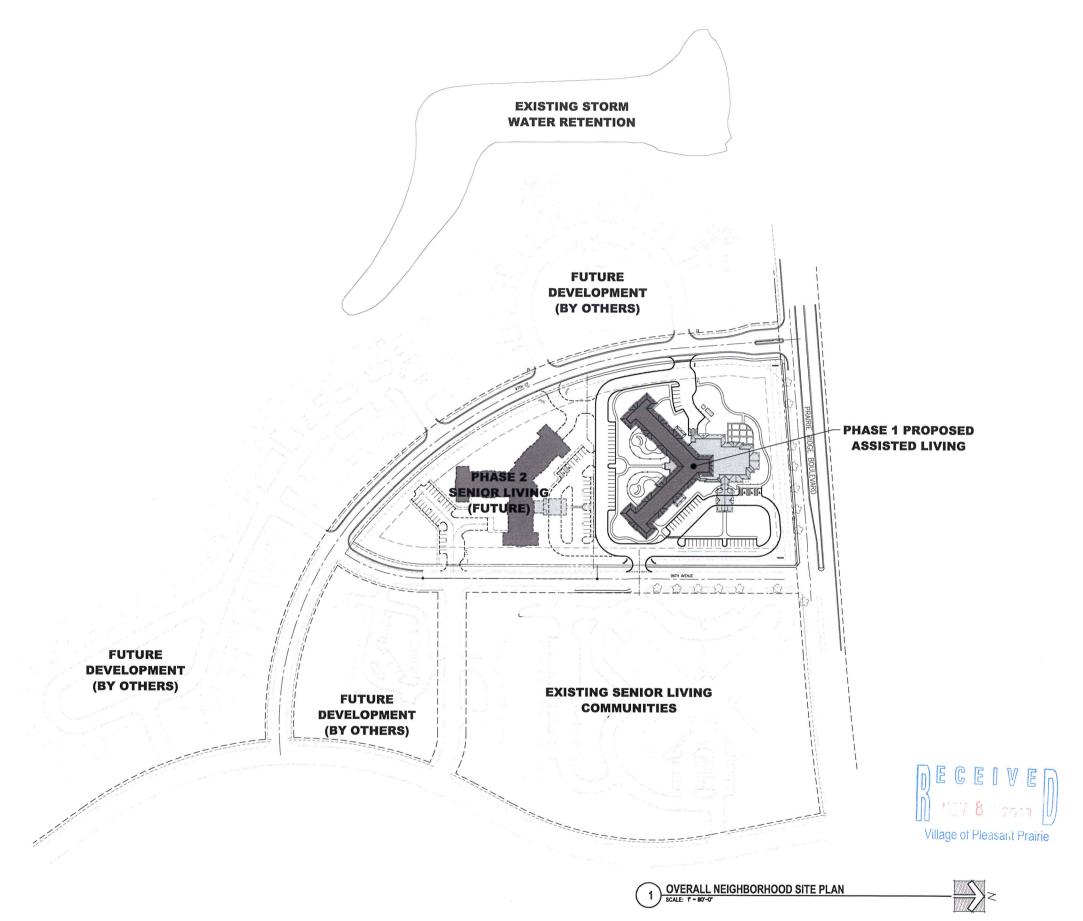
Response: Senior Lifestyle will apply for and obtain operational licenses, approximately 6 months prior to opening, incuding a Community Based Residential Facilities license and registration as a Resident Care Apartment Complex from the Department of Health Services, State of Wisconsin.

- (2) Operational plan standards. In addition to any other applicable requirements or standards specified in this chapter, the following requirements or standards shall apply to the operational plan:
 - (a) No use shall be conducted in such a way as to constitute a public or private nuisance.
 - (b) No use shall be conducted in such a way as to violate any of the performance standards set out in § 420-38 of this chapter.
 - (c) (reserved)
 - (d) No owner, occupant or user of real property shall conduct a use so intensively that there is inadequate provision of on-site parking spaces and/or loading spaces to accommodate the needs of such use.
 - (e) All buildings, structures, site improvements and sites shall be maintained in a safe, structurally sound, neat, well cared for and attractive condition.
 - (f) Within a building, any provision of live entertainment in connection with a business or club use involving the selling or service of alcoholic beverages shall comply with the following restrictions:
 - [1] Live entertainment shall be provided only on a raised platform that is not less than 23 inches higher than the elevation of the surrounding floor surfaces where customers, members or their guests are sitting, standing or dancing;
 - [2] Customers, members or their guests shall at all times be separated from the raised platform on which live entertainment is being provided by a distance of not less than four feet and a physical barrier to mark and enforce such separation distance; and
 - [3] There shall be no touching of any kind between entertainers and customers, members or their guests.
 - (g) No proposed new or expanded use shall be permitted to create or significantly exacerbate unsafe traffic conditions on any street or highway in the Village.
 - (h) Indoor pyrotechnic displays are prohibited.

AN ASSISTED LIVING FACILITY CONCEPTUAL PLAN SUBMITTAL

DATE: 11-08-13

CONTACT INFORMATION & DESIGN TEAM	_
OWNER:	_
SENIOR LIFESTYLE CORPORATION 111 EAST WACKER DRIVE, SUITE 2200 CHICAGO, IL. 60601 PI: 312-473-4503 CONTACT: NANCY CUTTER	
ARCHITECT:	_
SAS ARCHITECTS & PLANNERS 630 DUNDEE ROAD, SUITE 110 NORTHIRROOK, IL 60062 PII: 847-684-6333 CONTACT: STEVE SUSSHOLZ AIA	
CIVIL ENGINEER:	_
NIELSEN MADSEN & BARBER, SC 1458 HORIZON BLVD, SUITE 200 RACINE, WI 53406 PI: 282-83-5588 CONTACT: MARK EBERLE	
LANDSCAPE ARCHITECT: TESKA ASSOCIATES, INC. 627 GROVE STREET EVANSTON, IL. 60201 PH: 847-869-2015 CONTACT: NICK PATERA	
SHEET INDEX : ARCHITECTURAL/ LANDSCAPE	_
A1 OVERALL NEIGHBORHOOD SITE PLAN	
A2 PROPOSED SITE PLAN	
A3 PROPOSED FIRST FLOOR PLAN - PHASE 1	
A4 TYPICAL UPPER FLOOR PLAN - PHASE 1	
A5 EXTERIOR ELEVATIONS - RENDERINGS	
A6 SITE PHOTOGRAPHS	
L1 PRELIMINARY LANDSCAPE PLAN	

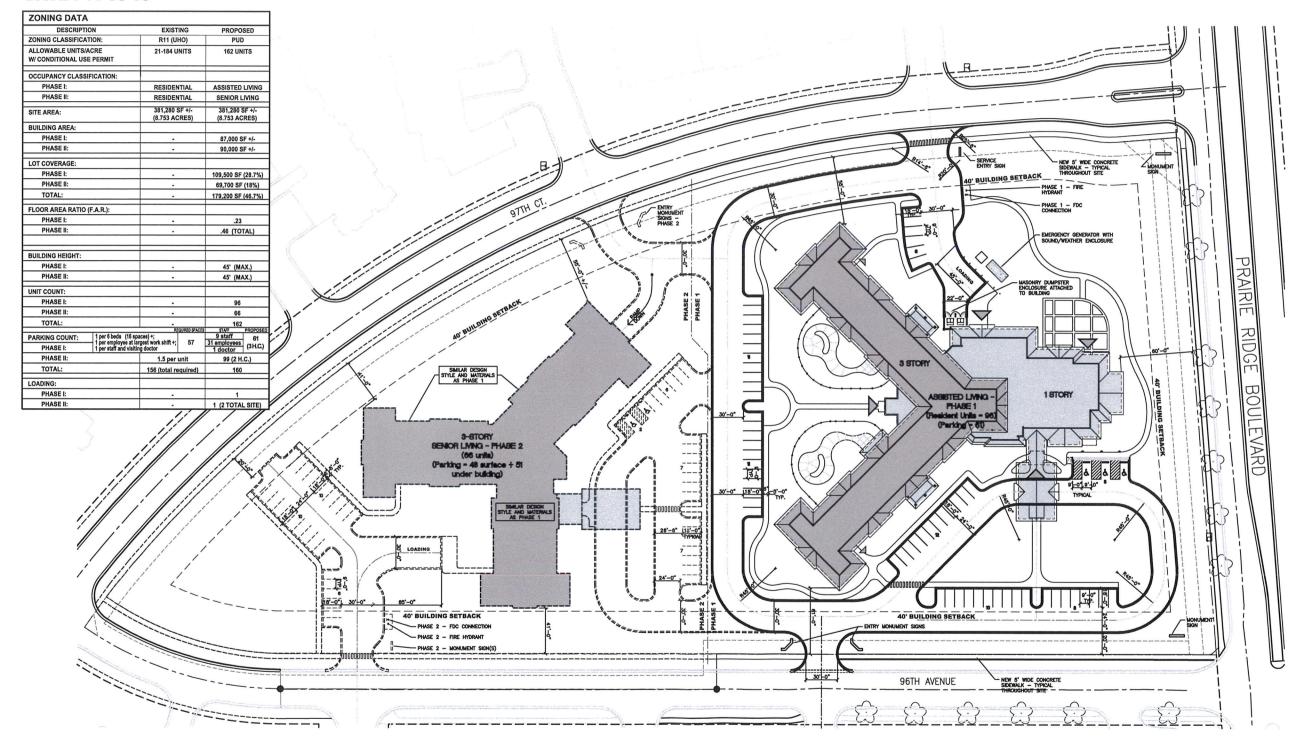






AN ASSISTED LIVING FACILITY CONCEPTUAL PLAN SUBMITTAL

DATE: 11-08-13



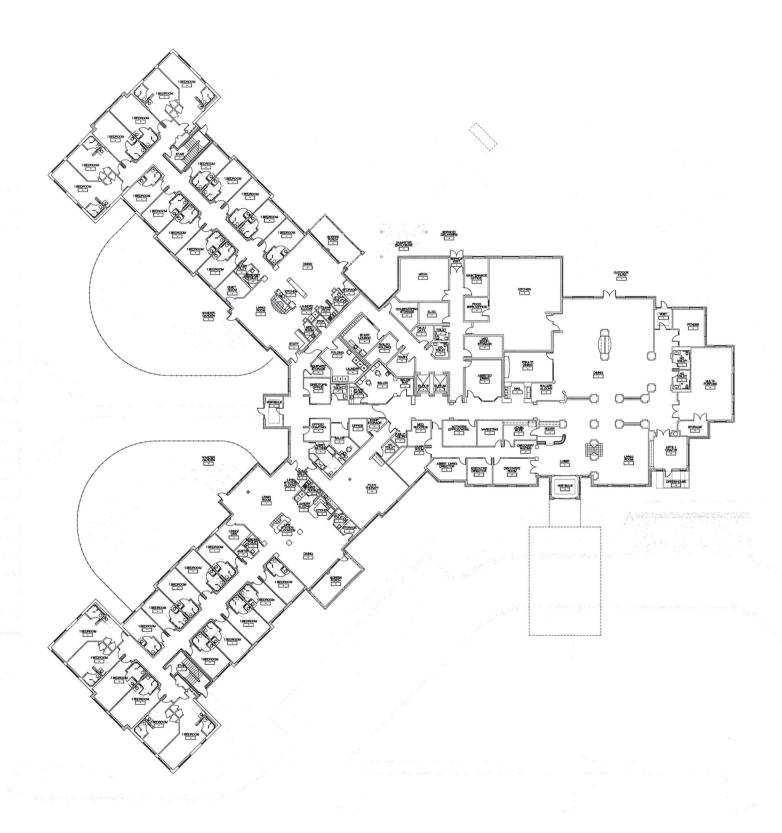




AN ASSISTED LIVING FACILITY
CONCEPTUAL PLAN SUBMITTAL

DATE: 11-08-13

PHASE 2

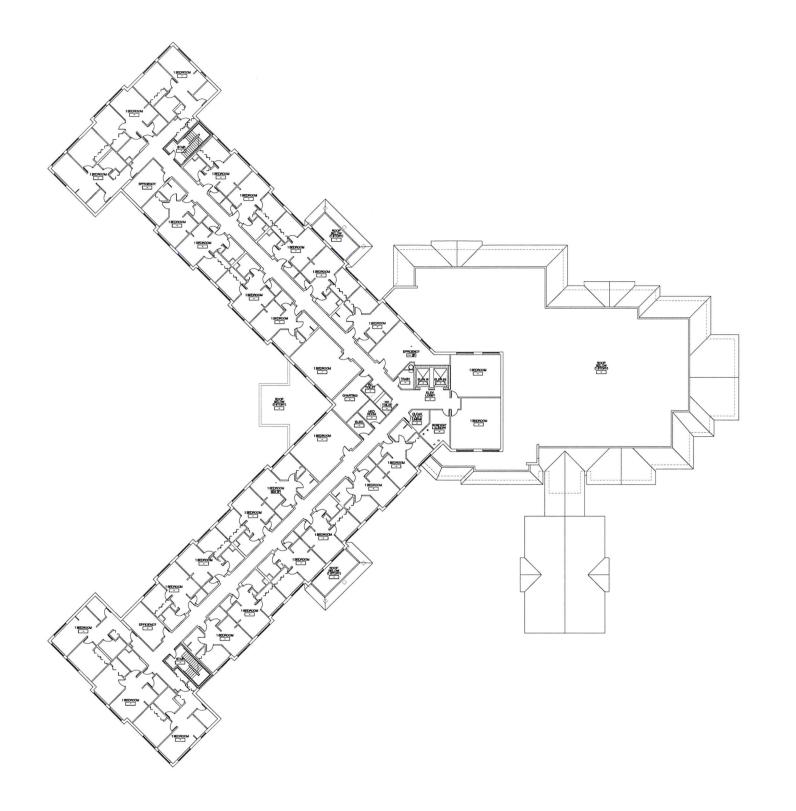


PHASE 2 PHASE 1

1 PROPOSED FIRST FLOOR PLAN - PHASE 1
SCALE: 1/8" - 1-0"



AN ASSISTED LIVING FACILITY CONCEPTUAL PLAN SUBMITTAL DATE: 11-08-13





AN ASSISTED LIVING FACILITY CONCEPTUAL PLAN SUBMITTAL

DATE: 11-08-13



1 EAST ELEVATION
SCALE: 3/32' - 1-0'



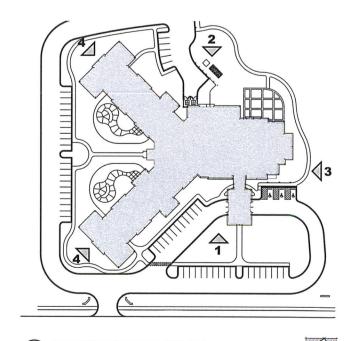
WEST ELEVATION
SCALE: 3/32* - 1-0*





TYPICAL ELEVATION AT END OF WING

SCALE: 3/32* - 1-0*



ELEVATION KEY PLAN - PHASE 1
SCALE: NOT TO SCALE



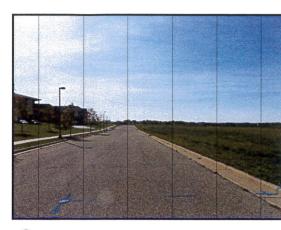
AN ASSISTED LIVING FACILITY **CONCEPTUAL PLAN SUBMITTAL DATE: 11-08-13**



1) LOOKING WEST @ PRAIRIE RIDGE BLVD.
SCALE: NO SCALE



SOUTH @ PRAIRIE RIDGE BLVD./ 96TH AVE.



3 LOOKING SOUTH @ 96TH AVE.



LOOKING SOUTHWEST @ 96TH AVE. END



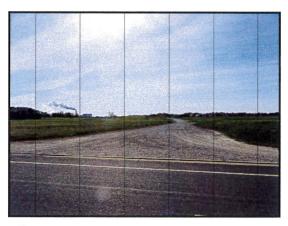
5 LOOKING NORTH @ 96TH AVENUE



6 LOOKING WEST FROM MID 96TH AVENUE



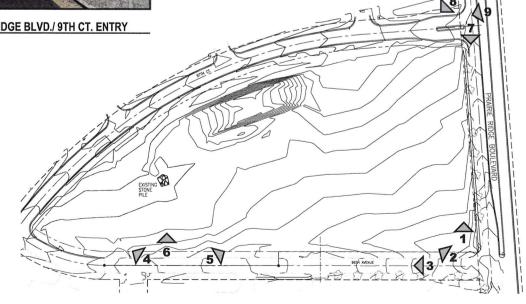
7) EAST @ PRAIRIE RIDGE BLVD./ 9TH CT. ENTRY



9 LOOKING SOUTH @ PRAIRIE RIDGE BLVD./ 9TH CT.



8 LOOKING SE @ P. RIDGE BLVD./ 9TH CT. ENTRY
SCALE: NO SCALE



SITE PHOTOGRAPHS - KEY PLAN







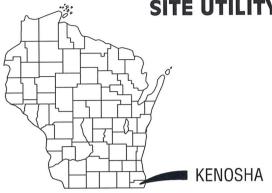
CONSTRUCTION PLANS

for

SENIOR LIFESTYLE COMMUNITY

SITE UTILITY, PAVEMENT, GRADING AND EROSION CONTROL IMPROVEMENTS

Village of Pleasant Prairie, Kenosha County, Wisconsin



Project Legend



PROPOSED CONTOURS

E--- UNDERGROUND CABLE, ELECTRIC

—T— UNDERGROUND CABLE, TELEPHOR—G— UNDERGROUND, GAS MAIN

—________ UNDERGROUND CABLE, TV

EROSION BALES

HHHH RAILROAD TRACKS

-x--x- FENCE

NO VEHICULAR ACCESS

SEPTIC VENT

TELEPHONE MANHO

WATER MANHOLE
 HVAC UNIT

■ UNDERGROUND VAULT

SECTION CORNER

☐ MAIL BOX

SIGN

O FOUND IRON PIPE

SET IRON PIPE

0

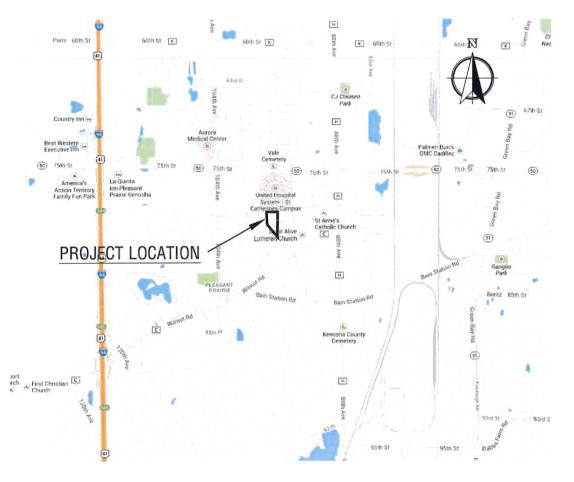


ELECTRIC PEDESTAL

PAD MOUNT TRANSFORMER

FLECTRIC METER

SOIL BORING



Pre-construction Meeting Note:

PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING (OWNER'S ARCHITECT / REPRESENTATIVE, OWNER'S SINGINEER, GENERAL CONTRACTOR, VILLAGE EURIDING INSPECTOR, FIRE & RESCUE INSPECTOR, IT/DSIS INSPECTOR AND ZONING ADMINISTRATOR) MUST BE SCHEDULED WITH THE VILLAGE. THE PRE-CONSTRUCTION MEETING SHALL BE COORDINATED AND MODERAL TRE DEVICE OF THE DESIGN ENGINEER OF RECORD.

Underground Utility Note:

THE EXACT LOCATION OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION DURING THE COURSE OF THE WORK.

Construction Site Access Note:

A TEMPORARY CONSTRUCTION ACCESS AND STONE TRACKING PAD SHALL BE INSTALLED OFF OF 97TH COURT AS SHOWN ON SHEET C-3. ALL CONSTRUCTION TRAFFIC SHALL ACCESS THE SITE VIA COUNTY HIGHWAY C TO 94TH AVENUE TO 97TH COURT. NO CONSTRUCTION TRAFFIC SHALL BE ALLOWED ON THE ADJACENT VILLAGE STREETS. AT THE COMPLETION OF THE PROJECT, THAT PORTION OF THE STONE TRACKING PAD NORTH OF THE PUBLIC SIDEWALK SHALL REMAIN IN PLACE WITH THE REMAINDER (WITHIN THE PUBLIC RIGHT OF WAY) BEING REMOVED AND THE AREA RESTORED. ALL CURB AND GUTTER, SIDEWALKS AND PARKWAY TREES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND PER VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS.



Sheet Index

<u>Plan Sheet</u>	Sheet N
TITLE SHEET	C-
EXISTING CONDITIONS SURVEY	C-
DIMENSIONED SITE PLAN	C-
SITE GRADING & EROSION CONTROL PLAN	C-
PAVEMENT GRADING PLAN	C-
SEWER & WATER UTILITY PLAN	C-
STORM SEWER UTILITY PLAN	C-
STORM SEWER UTILITY CALCULATIONS	C-
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-9 THRU C-1

Developer

SENIOR LIFESTYLE CORPORATION
MATT PHILLIPS
111 EAST WACKER DRIVE
SUITE 2200
CHICAGO, II. 60601
OFFICE: (312) 673-4374
EMAIL: mphillips@seniorifestyle.cor

Owner

THE NATIONAL BANK
JOHN E. McNAMARA
3151 US HIGHWAY 20
ELGIN, IL 60124
OFFICE: (847) 931-3676
EMAIL: john.mcnamara@thenb.com

Architect

SAS ARCHITECTS AND PLANNERS STEVEN SUSSHOLZ 630 DUNDEE RAOD SUITE 110 NORTHBROOK, IL 60062 OFFICE: (847) 564-8333 x304 EMAIL: sussholz@sasarch.cor

Utility Contacts

VILLAGE OF PLEASANT PRAIRIE JOHN STEINBRINK JR. PUBLIC WORKS SUPERINTENDANT OFFICE: 262-925-6768 EMAIL: jsteinbrink@plprairiewi.com

TIME WARNER CABLE
STEVE CRAMER
UTILITY COORDINATOR
OFFICE: 414-277-4045
EMAIL: steve.cramer@twcable.com
EMERGENCY NUMBER: 800-627-228

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

TDS TELECOM

SOUTHEAST WISCONSIN OFFICE: 877-483-7142 WE-ENERGIES LINDA SCHREIER KENOSHA SOUTH

LINDA SCHREIER
KENOSHA SOUTH
OFFICE: 262-552-3228

EMAIL: linda.schreier@we-energies.com

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

Bench Marks

- TOP NUT FIRE HYDRANT LOCATED ON THE EAST SIDE OF 96TH AVENUE 325 FEET SOUTH OF PRAIRIE RIDGE BOULEVARD. ELEVATION: 722.34
- TOP NUT FIRE HYDRANT LOCATED ON THE SOUTH WEST CORNER OF 96TH AVENUE AND 97TH COURT. ELEVATION: 719.50
- TOP NUT FIRE HYDRANT LOCATED ON THE EAST SIDE OF 97TH COURT 950 FEET SOUTH OF PRAIRIE RIDGE BOULEVARD.
 ELEVATION: 719.00

mb

Sen & Barber S.C. and Land Surveyors 200, Racine, Wisconsin 53406 x: (262)634-5024

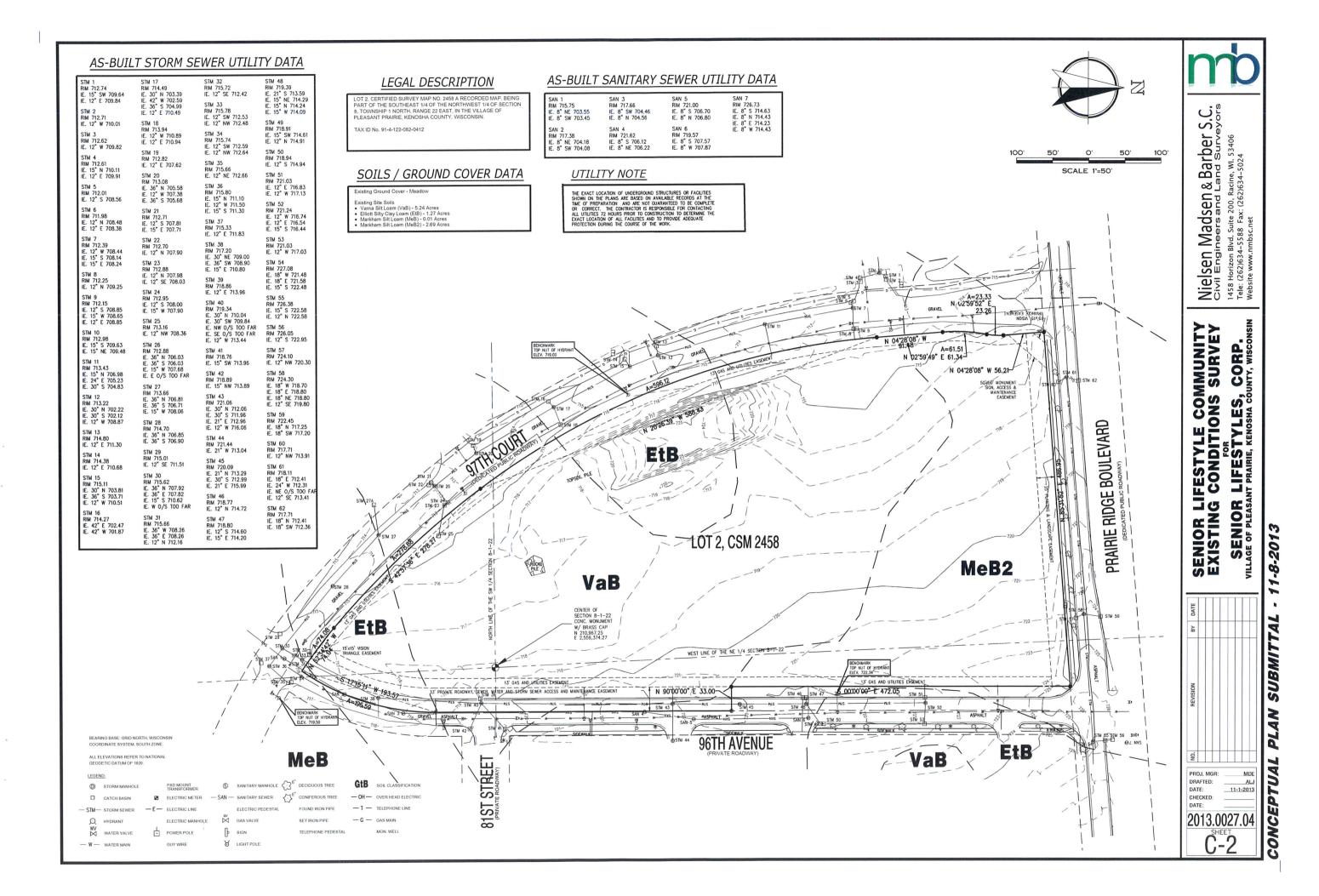
Nielsen Madsen & B Civil Engineers and Lan 1458 Horizon Blvd. Suite 200, Racine, Tele: (262)634–5588 Fax: (262)634-1 Website www.nmbsc.net

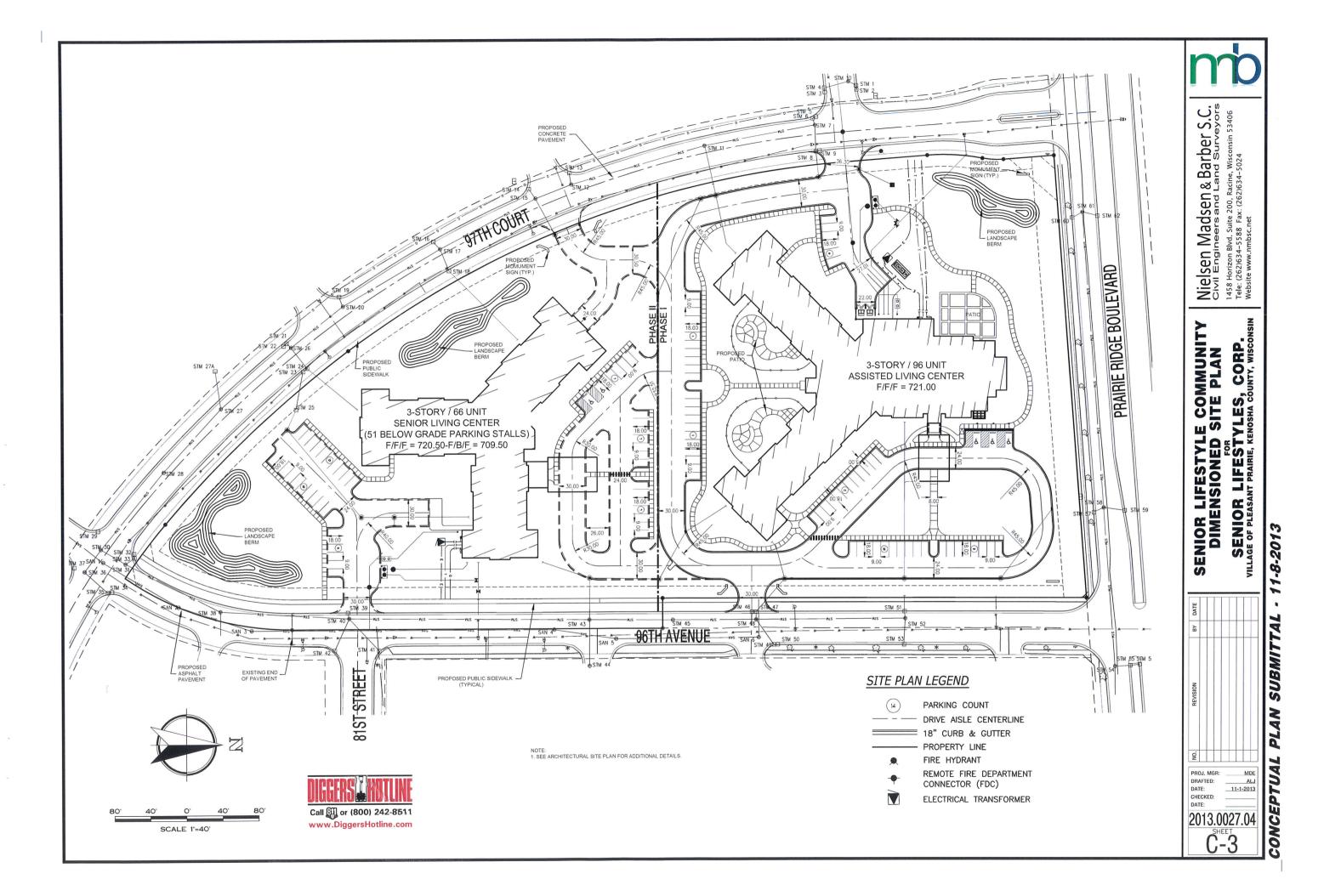
PROPOSED
ENIOR LIFESTYLE COMMUNITY
FOR SENIOR LIFESTYLES, CORP.
LAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

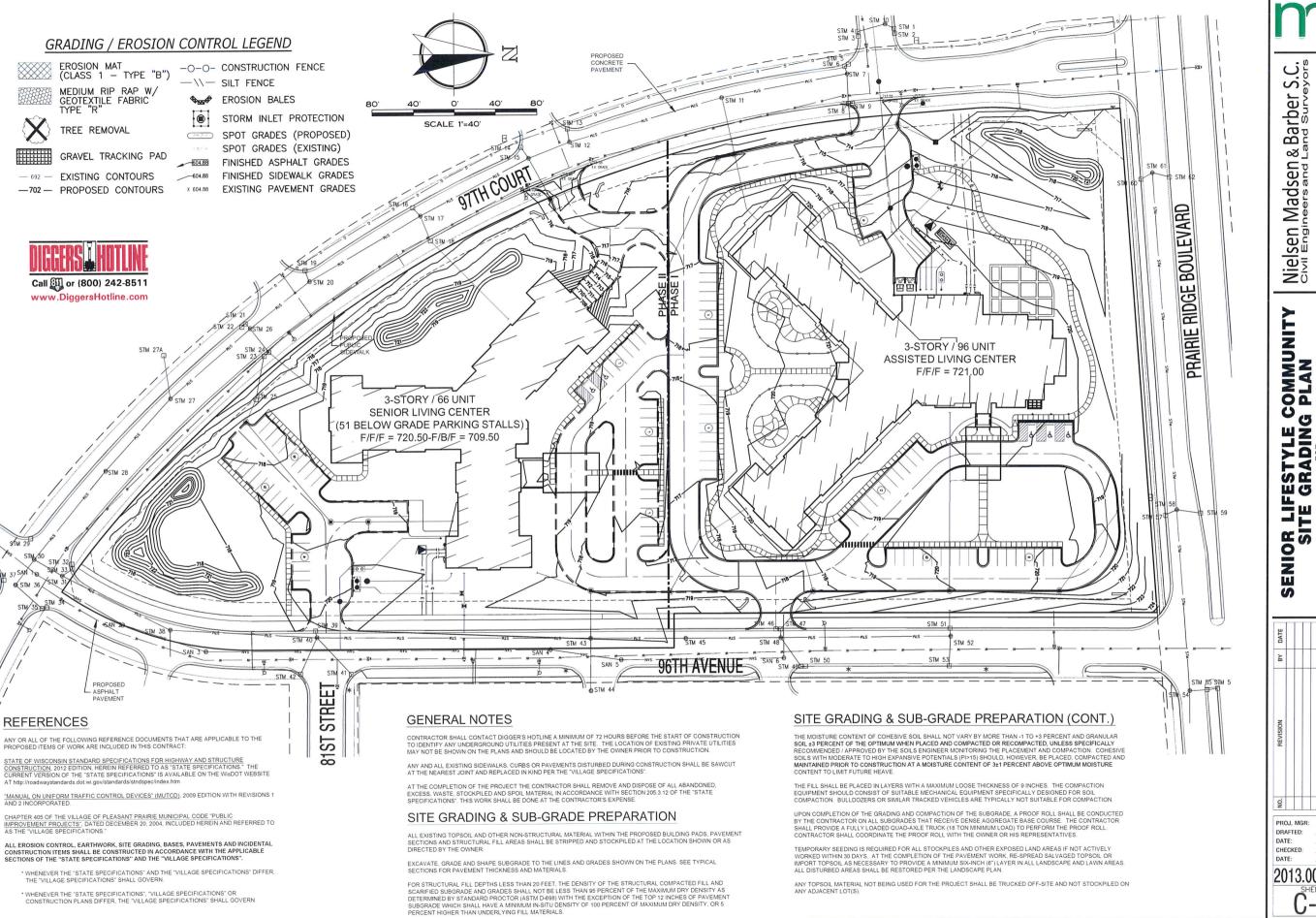
NO.	REVISION	BY	DATE

8

PROJ. MGR: MDE DRAFTED: ALJ DATE: 11-1-2013 CHECKED: DATE: 2013.0027.04







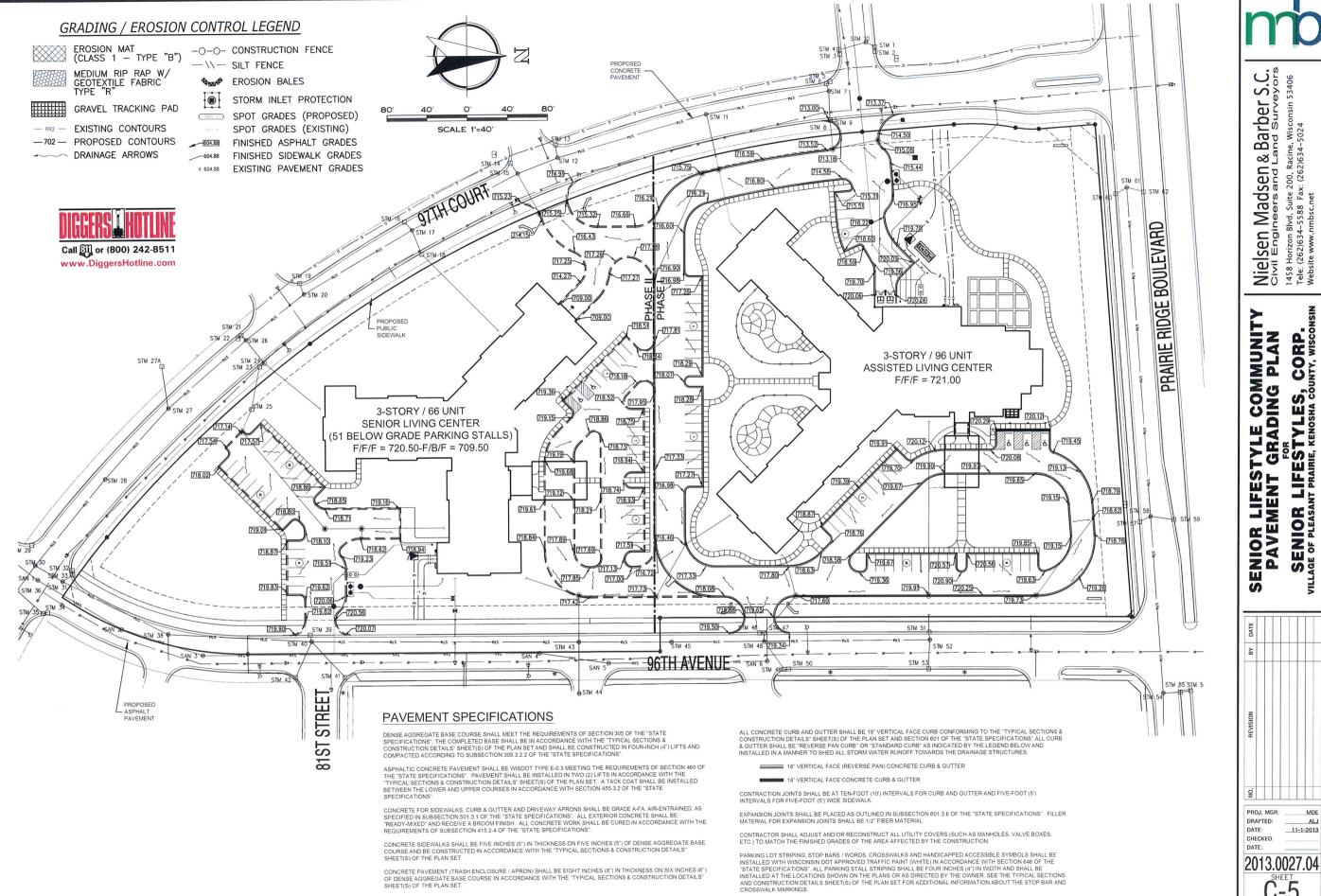
S Madsen & Barber Seers and Land Survey d. Suite 200, Racine, Wisconsin 53 588 Fax: (262)634-5024

inee inee Blvd. Sen <u>₹</u> Nie Civi Civi 1458 I Tele: (

RP. S . Ś Ш₹ TYL! 5 **(V)** Fi R LIFE SENIO!

MDF ALJ 11-1-2013

1-8-SUBMITTAL PLAN



MDE ALJ

201 1-8-SUBMITTAL

WHENEVER THE "STANDARD SPECIFICATIONS", "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE

"VILLAGE SPECIFICATIONS" SHALL GOVERN.

GENERAL NOTES

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

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

CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO IDENTIFY ANY LINDERGROUND LITH THES PRESENT AT THE SITE. THE LOCATION OF EXISTING PRIVATE LITH ITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE OWNER PRIOR TO CONSTRUCTION.

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

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS" THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

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

ALL SANITARY SEWER, WATER MAIN AND FIRE PROTECTION LATERALS SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH TABLE 37, CHAPTER 8.43.4 OF THE "STANDARD SPECIFICATIONS". BACKFILL MATERIAL SHALL EXTEND A MINIMUM OF FIVE FEET (5') OUTSIDE OF THE PAVEMENT LIMITS. TRENCHES RUNNING PARALLEL TO AND LESS THAN FIVE FEET (5') FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE

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

SANITARY SEWER AND WATER MAIN SPECIFICATIONS

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

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

10-GAUGE TRACER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PRIVATE SANITARY SEWERS AND LATERALS PER SPS 382,30(11)(h). THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE WITHIN THE PROPOSED STRUCTURES FOR THE SANITARY SEWER LATERALS. THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL AND ALL OTHER SYSTEM LIMITS (FOR EACH SYSTEM INSTALLED) AND ENCLOSED IN A RISER BOX

A 10-GAUGE TRACER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PRIVATE WATER MAINS, HYDRANT LEADS FIRE DEPARTMENT CONNECTION LEADS AND LATERALS PER SPS 382.40(8)(k). THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL AND ALL OTHER SYSTEM LIMITS (FOR EACH SYSTEM INSTALLED) AND ENCLOSED IN A RISER BOX WITH "WATER" OR "FDC" ON THE COVER.

SANITARY SEWER LATERAL PIPE MATERIAL SHALL BE SIX-INCH (6") PVC CLASS SDR-35 WITH INTEGRAL BELL TYPE ELASTOMERIC JOINTS CONFORMING TO THE REQUIREMENTS OF ASTM D3034, ASTM D3212 AND F-789/P546 WITH RUBBER GASKETS. SANITARY LATERALS SHALL BE PROVIDED WITH A CLEANOUT AT THE BUILDING PER SPS 382.35. LATERAL CLEAN-OUT RISERS SHALL BE SIX INCH (6") DIAMETER WITH EIGHT INCH (8") DIAMETER FROST SLEEVE CONSTRUCTED OF THE SAME MATERIAL. THE CLEANOUT RISERS SHALL TERMINATE FOUR INCHES (4") BELOW FINISH (SOD) GRADE WITH A SCREW ON CAP. THE FROST SLEEVE SHALL BE BROUGHT UP TO FINISHED (SOD) GRADE AND COVERED WITH A SCREW ON CAP IF WITHIN A LANDSCAPED AREA OR A NEENAH R-3487 FRAME WITH A SOLID LID IF

WATER MAIN AND LATERAL PIPE MATERIAL SHALL BE SIX INCH (6") PVC PIPE CLASS 150, DR 18 (AS SHOWN) MEETING THE REQUIREMENTS OF AWWA STANDARD C-900, IN ACCORDANCE WITH THE "VILLAGE SPECIFICATIONS". HYDRANT LEADS AND FIRE DEPARTMENT CONNECTOR LATERALS SHALL BE SIX INCH (6") POLY-ENCASED DUCTILE IRON PIPE CLASS 53 (AS SHOWN) MEETING THE REQUIREMENTS OF AWWA STANDARD C-151 / ANSI 21.51 AND THE "VILLAGE

RESILIENT WEDGE SEATED GATE VALVES CONFORMING TO AWWA C-509 SHALL BE USED FOR FOUR-INCH (4") TO EIGHT-INCH (8") APPLICATIONS. GATE VALVES SHALL BE WATEROUS "SERIES 500" AS MANUFACTURED BY AMERICAN FLOW CONTROL. CLOW F-6100 OR MUELLER A-2370-22 WITH A MINIMUM PRESSURE RATING OF 200 PSI. ALL VALVES SHALL BE MADE WITH STAINLESS STEEL NUTS AND BOLTS AND SHALL CLOSE CLOCKWISE WITH NON-RISING STEMS GATE VALVE ONLY) AND A TWO-INCH (2") SQUARE TAPERED OPERATING NUT

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

HYDRANTS SHALL CONFORM TO AWWA C-502 FOR DRY BARREL FIRE HYDRANTS AND SHALL BE RED IN COLOR WITH SILVER NOZZLE CAPS AND OPERATING NUT. HYDRANTS SHALL BE MUELLER CENTURION A-423 WITH KENOSHA

THE FIRE DEPARTMENT CONNECTION (FDC) SHALL CONFORM TO THE "VILLAGE SPECIFICATIONS". THE FDC SHALL HAVE ONE (1) FIVE INCH (5") STORZ CONNECTION WHICH SHALL BE LABELED "AUTO SPRK". THE BOTTOM OF THE STORZ CONNECTION WHICH SHALL BE LABELED "AUTO SPRK". THE BOTTOM OF THE STORZ CONNECTION SHALL BE TWENTY FOUR INCHES (24") ABOVE FINISHED GRADE. THE FDC SHALL BE LOCATED A MAXIMUM OF FIVE FEET (5") FROM THE ADJACENT HYDRANT AND A MAXIMUM OF FIVE FEET (5") FROM THE PAVEMENT. THE FDC SHALL BE INSTALLED WITH A CHECK VALVE WITH BALL DRIP. THIS CHECK VALVE SHALL BE CONTAINED WITHIN A VAULT CONSISTING OF A MINIMUM FORTY-TWO INCH (42") DIAMETER MANHOLE. THE VAULT SHALL BE SET ON A MINIMUM OF FOUR INCHES (4") OF #2 STONE AND SHALL BE INSTALLED WITH A NEENAH R-1755-F2 FROST/WATER-TIGHT FRAME AND

PUBLIC UTILITY NOTES

TELEPHONE SERVICE INSTALLATION TO BE COORDINATED WITH THE ELECTRICAL SERVICE.

FLECTRICAL SERVICE TO BE COORDINATED WITH WE ENERGIES. EXACT LOCATION OF THE SERVICE ENTRANCE /

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

NOTE:

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

UTILITY COORDINATION

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

FIRE PROTECTION NOTES

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



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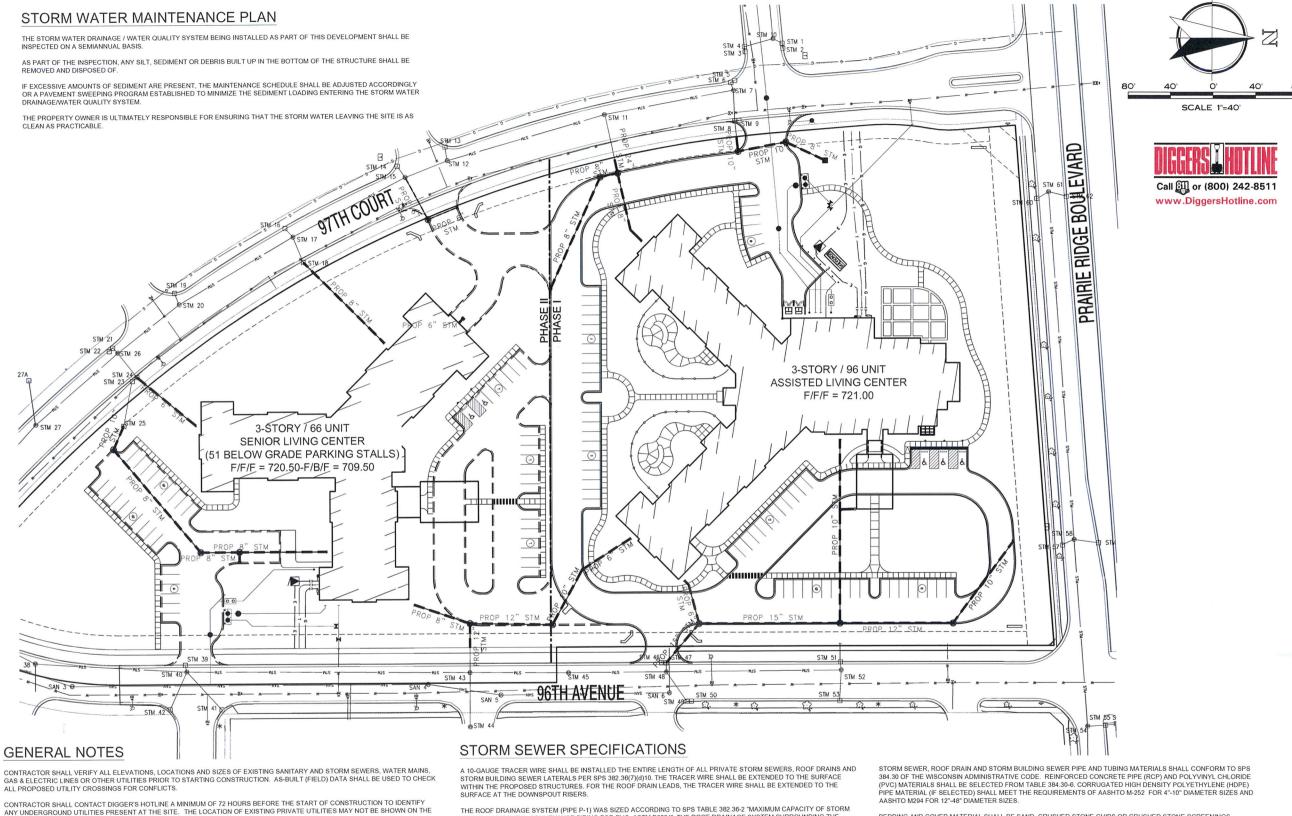
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NO.	REVISION	BY	DATE

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THE ROOF DRAINAGE SYSTEM (PIPE F-1) WAS SIZED ACCORDING TO 3-5 TRALE 362-362 MAZAIROM CAPACHT OF STORM WATER HORIZONTAL CONVEYANCE PIPING FOR PVC, ASTM D303". THE ROOF DRAINAGE SYSTEM SURROUNDING THE BUILDING SHALL BE 6" PVC AT A MINIMUM SLOPE OF 1.04%. THE PIPES CONNECTING TO THE DOWNSPOUTS (DS) SHALL ALL BE 4" PVC AT A MINIMUM SLOPE OF 0.26%. GREATER SLOPES THAN THOSE LISTED ABOVE MAY BE USED PROVIDED THAT A

* THE STORM SEWER SYSTEM (PIPE P-2) WAS SIZED ACCORDING TO SPS TABLE 382.36-4 "MAXIMUM CAPACITY OF STORM

WATER HORIZONTAL CONVEYANCE PIPING FOR CONCRETE, ASTM C76 AND ASTM C14". ANY MATERIAL APPROVED BY THE VILLAGE OF PLEASANT PRAIRIE AND THE WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES MAY BE USED AT THE SLOPES AND SIZES DESIGNED.

THE EXISTING STORM SEWER SYSTEM WAS SIZED ACCORDING TO SPS TABLE 382.36-4 "MAXIMUM CAPACITY OF STORM

MINIMUM OF FOUR FEET (4') OF COVER IS MAINTAINED OVER THE TOP OF THE PIPE.

ATER HORIZONTAL CONVEYANCE PIPING FOR CONCRETE, ASTM C76 AND ASTM C14"

PLANS AND SHOULD BE LOCATED BY THE OWNER PRIOR TO CONSTRUCTION

DONE AT THE CONTRACTOR'S EXPENSE.

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

MATERIAL FOR STORM SEWERS AND ROOF DRAINAGE SYSTEMS SHALL BE IN ACCORDANCE WITH THE STATE OF WISCONSIN DEPARTMENT OF SAFETY & PROFESSIONAL SERVICES (SPS) REQUIREMENTS AND THE "VILLAGE SPECIFICATIONS".

ALL STORM SEWER AND ROOF DRAIN LEADS INSTALLED IN EXISTING OR PROPOSED PAVED AREAS SHALL BE BACKFILLED WITH ALL STOKM SEWER AND ROOF DRAIN LEADS INSTALLED IN EXISTING ON PROPOSED PAYED AREAS STALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH TABLE 37, CHAPTER 8.43.4 OF THE "STANDARD SPECIFICATIONS". BACKFILL MATERIAL SHALL EXTEND A MINIMUM OF FIVE FEET (5') OUTSIDE OF THE PAYEMENT LIMITS. TRENCHES RUNNING PARALLEL TO AND LESS THAN FIVE FEET (5') FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE COMPACTED GRANULAR BACKFILL.

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDIONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE

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LE COMMUNITY UTILITY PLAN

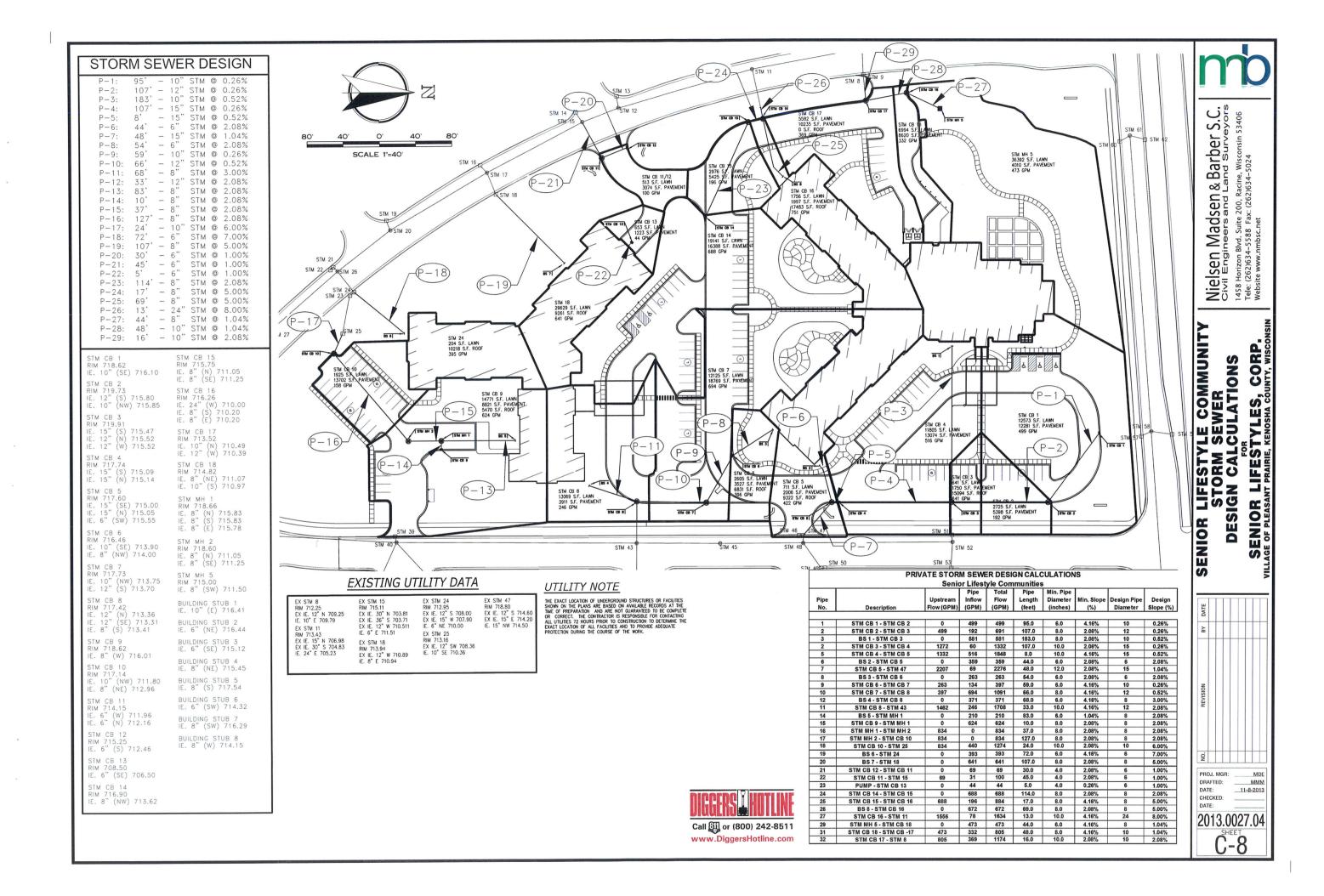
BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.43.2 OF THE "STANDARD SPECIFICATIONS

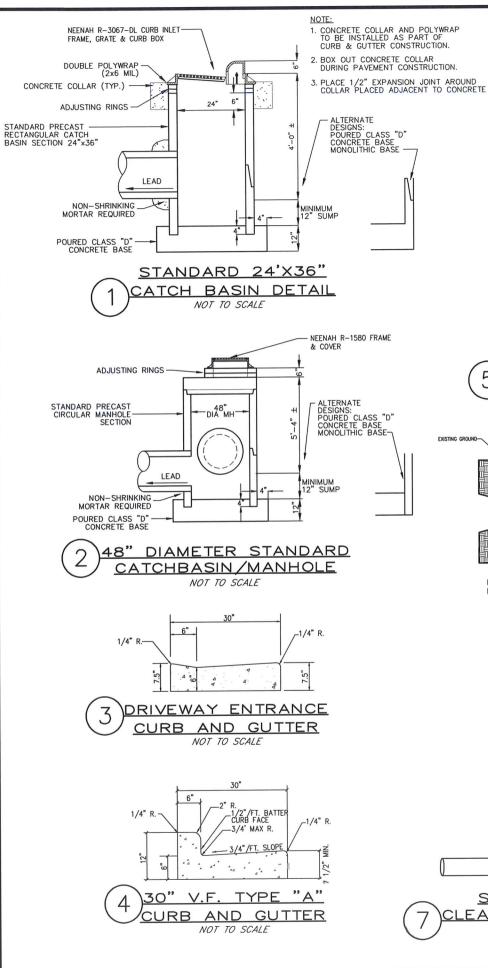
STORM SEWER CATCH BASINS (CB) SHALL BE 42" DIAMETER REINFORCED CONCRETE STRUCTURES IN ACCORDANCE WITH VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS. CATCH BASINS INSTALLED IN LAWN AREAS SHALL BE NISHED WITH A NEENAH R-2560, TYPE "D3" FRAME & GRATE

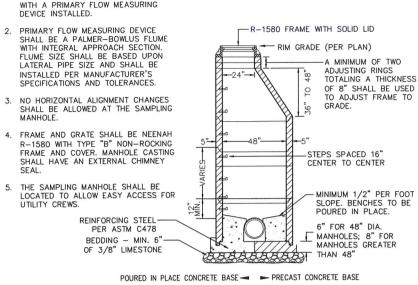
ALL STORM SEWERS, MANHOLES, MANHOLES, MANHOLES, MANHOLES, CATCH BASINS, AND INLETS, SHALL BE CONSTRUCTED. WITH WATER AND GAS TIGHT JOINTS IN CONFORMANCE WITH SPS 384.40.

ALL STORM BUILDING LATERALS SHALL BE PROVIDED WITH A CLEANOUT AT THE BUILDING PER SPS 382.35. ALL ROOF DRAIN RISERS AND CLEANOUT STRUCTURES SHALL BE 6" DIAMETER AND INSTALLED WITH A 8" FROST SLEEVE. THE DRAIN RISERS AND CLEARAGO STRUCT USES STRUCT BY DIMINIFER AND INSTALLED WITH A 5-FROST SLEEVE.

LUTLITY CONTRACTOR SHALL EXTEND ALL ROOF DRAIN RISERS SUFFICIENTLY ABOVE GRADE WITH THE FINAL ELEVATION BEING SET BY THE BUILDING CONTRACTOR. ALL CLEANOUT STRUCTURES AND ROOF DRAIN FROST SLEEVES SHALL BE SET TO FINISHED YARD GRADE BY THE SITE UTILITY CONTRACTOR.







NOTES:
1. SAMPLING MANHOLE SHALL MEET THE

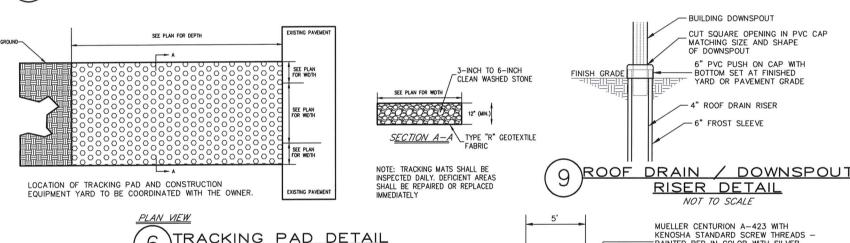
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STANDARDS OF A TYPICAL MINIMUM
48-INCH DIAMETER SANITARY MANHOLE

WITH ECCENTRIC CONE AS SPECIFIED IN CHAPTER 405 OF THE MUNICIPAL CODE

DIAMETER SANITARY SAMPLING MANHOLE

NOT TO SCALE



8" PAVEMENT SECTION (TYPICAL)

4" CONCRETE PAVEMENT (PER SECTION 415 OF THE

AIR-ENTRAINED 6-BAG MIX WITH A MINIMUM

28-DAY COMPRESSIVE STRENGTH OF 3,500

* 3/4" GRADATION (PER SECTION 305.2.2.1 OF THE "STATE SPECIFICATIONS")

* BASE COURSE SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGE OF CONCRETE.

PUBLIC SIDEWALK

TYPICAL SECTION

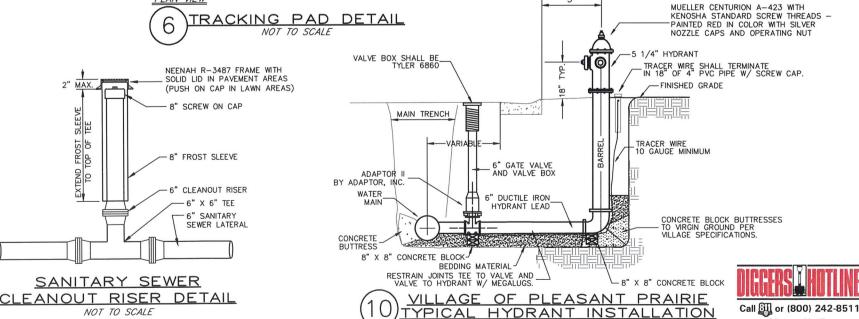
NOT TO SCALE

5' WDE @ 2% CROSS SLOPE

"STATE SPECIFICATIONS")

* ALL CONCRETE SHALL BE GRADE A-FA,

4" COMPACTED DENSE AGGREGATE BASE



NOT TO SCALE



R Barber S.(n Madsen & Barber gineers and Land Surve n Blvd. Suite 200, Racine, Wisconsin 5 4-5588 Fax: (262)634-5024

PARKLAND AREA @ 2% CROSS SLOPE TO BACK OF CURB

- 4" CONCRETE SIDEWALK

4" COMPACTED DENSE

AGGREGATE BASE

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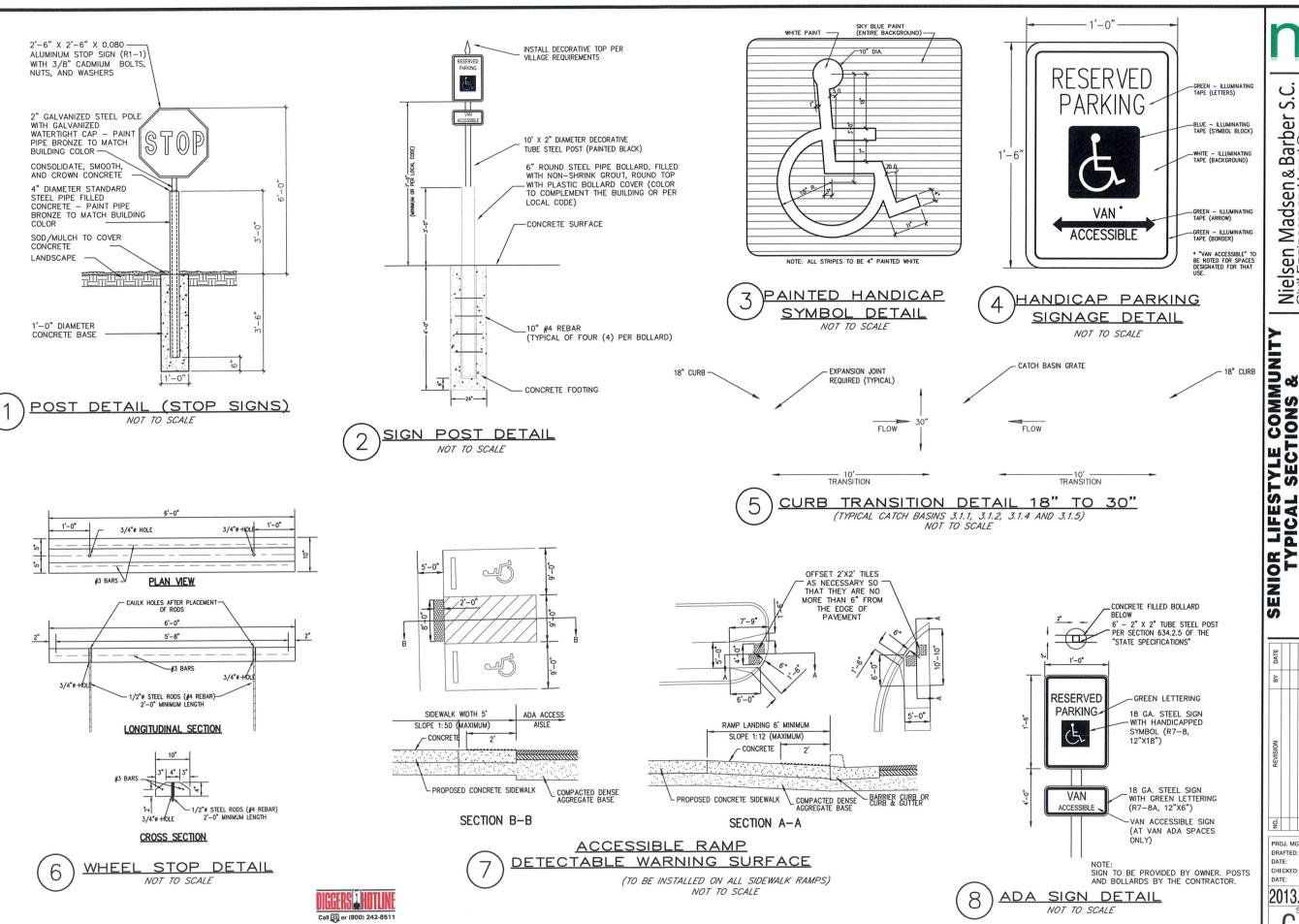
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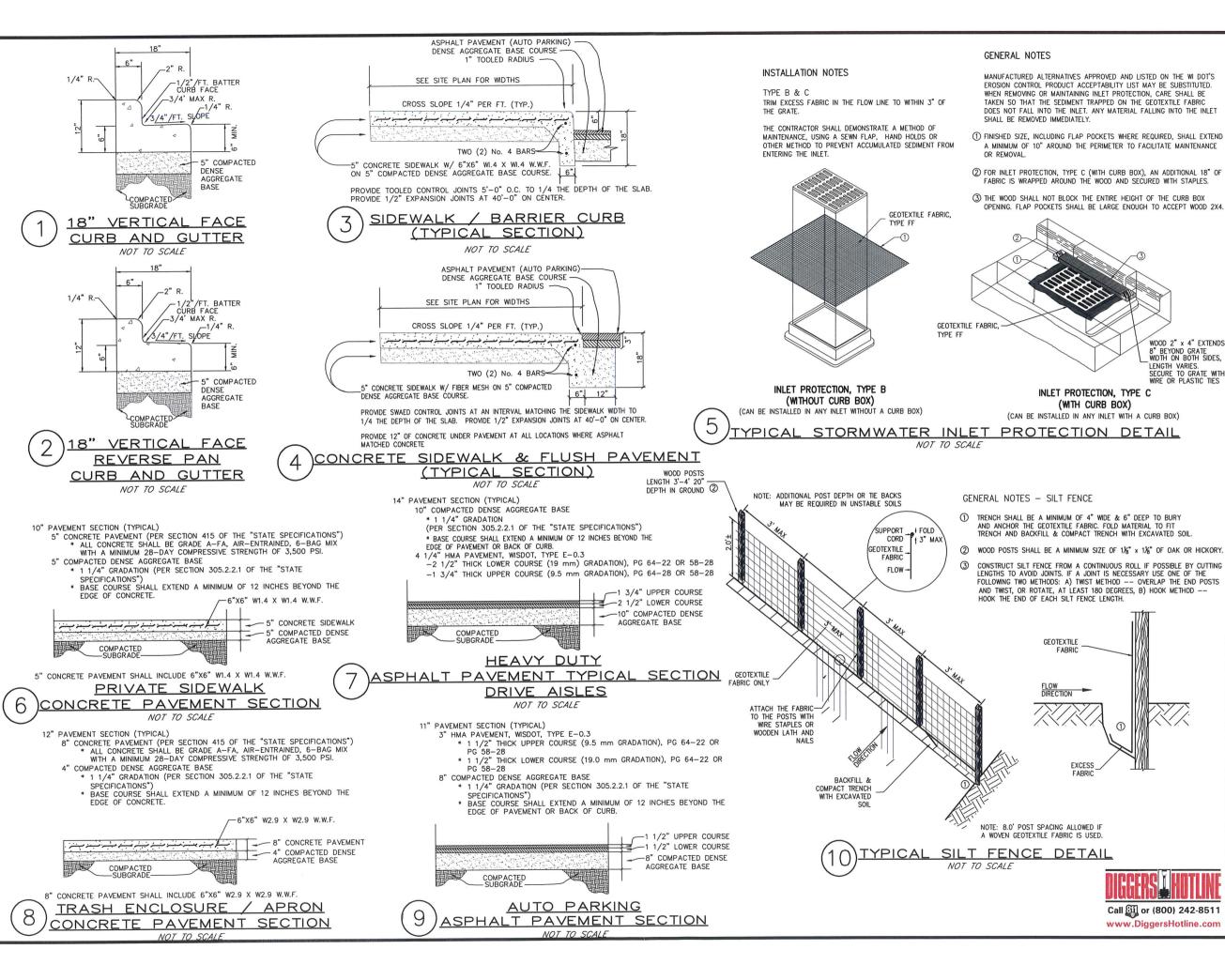
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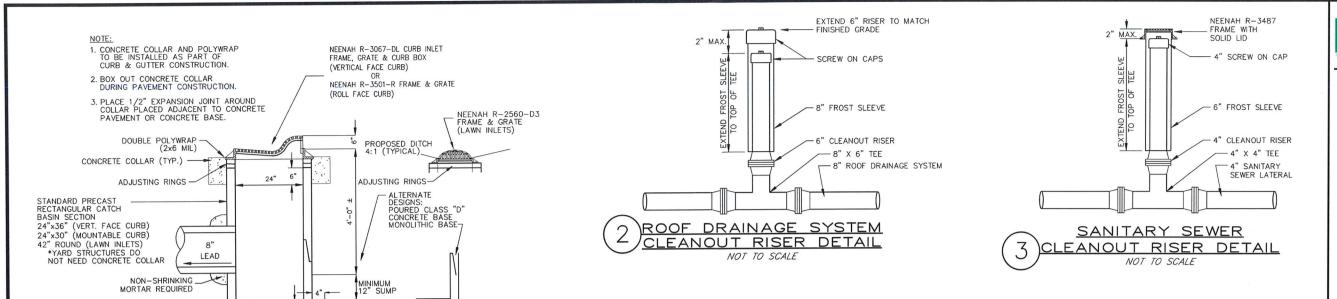
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EXISTING

SIDEWALK

LIMITS OF DETECTABLE WARNING SURFACE

FXISTING CONCRETE SIDEWALK

RAMP LANDING 6' MINIMUM

SECTION A-A

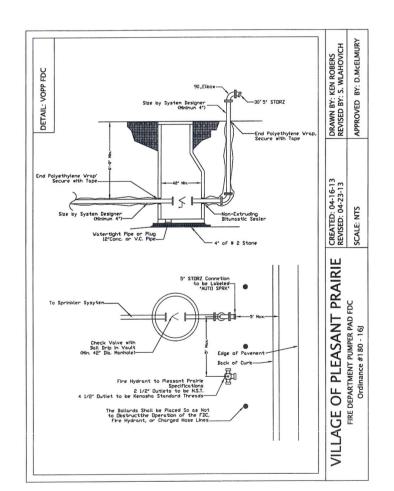
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SIDEWALK

COMPACTED DENSE AGGREGATE BASE

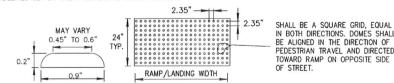
STANDARD CATCH BASIN DETAIL NOT TO SCALE

POURED CLASS "D" CONCRETE BASE



NOTES

- 1 THIS WORK WILL CONSIST OF FURNISHING ALL MATERIAL, EQUIPMENT AND LABOR NECESSARY FOR THE PLACEMENT OF DETECTABLE WARNING DEVICES, COMPLETE AND READY FOR SERVICE AT ALL NEW SIDEWALK CURB RAMPS.
- 2. THE DEVICES SHALL COMPLY WITH THE DETECTABLE WARNINGS ON WALKING SURFACES SECTION OF THE AMERICANS WITH DISABILITIES ACT (TITLE 49 CFR TRANSPORTATION, PART 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, APPENDIX A, SECTION 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES.)
- 3. DETECTABLE WARNING SURFACES SHALL EXTEND 24 INCHES (610 MM) MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP FLUSH SURFACE (GENERALLY 48 INCHES WIDE).
- A. THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB OR EDGE OF PAVEMENT INC DESCRIPTION SURFACE SHALL BE LUCATED SO THAT THE EDGE NEAREST THE CURB OR EDGE OF PAIS 6 INCHES (150 MM) MINIMUM AND 8 INCHES (205 MM) MAXIMUM FROM THE BACK OF THE CURB OR EDGE OF PAVEMENT.
- B. DOMES SHALL BE ALIGNED ON A SQUARED GRID, ALIGNED IN ROWS PARALLEL AND PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL. DOMES MUST NOT BE SKEWED DIAGONALLY TO THE DIRECT OF TRAVEL.
- 4. AVAILABLE MANUFACTURERS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, MANUFACTURERS OFFERING PROJECTS THAT MAY BE INCORPORATED IN THE WORK INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING
- A. METAPANEL MANUFACTURED BY METADOME, LLC OR "NEENAH DETECTABLE WARNING PLATE" MANUFACTURED BY NEENAH FOUNDRY COMPANY OR PRE-APPROVED EQUAL.
- a. THE COLOR OF THE DETECTABLE WARNING FIELD SHALL BE FEDERAL YELLOW.
- 5. THE SPECIFICATIONS OF THE CONCRETE SEALANT AND RELATED MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE GUIDELINES SET BY THEIR RESPECTIVE MANUFACTURERS.



IN BOTH DIRECTIONS. DOMES SHALL BE ALIGNED IN THE DIRECTION OF PEDESTRIAN TRAVEL AND DIRECTED TOWARD RAMP ON OPPOSITE SIDE

ELEVATION

PLAN VIEW TRUNCATED DOME DETECTABLE WARNING

ACCESSIBLE RAMP DETECTABLE WARNING SURFACE

(TO BE INSTALLED ON ALL PUBLIC RAMPS) NOT TO SCALE



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SUBMITTAL PLAN PROJ. MGR: DRAFTED: MDE DATE: 11-4-2013 CHECKED

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FIRE DEPARTMENT CONNECTION DETAIL NOT TO SCALE







Village of Pleasant Prairie Office of Information Technology 8600 Green Bay Road Pleasant Prairie, Wisconsin 53158-6504 Phone: 262.925.6771 Fax: 262.948-8998 Email: dhonore@vil.pleasantprairie.wi.us

To: Michael Pollocoff, Village Administrator

Village of Pleasant Prairie Board

From: Daniel Honore, Director

CC: Jane Romanowski, Village Clerk

Date: December 2, 2013

Subject: Request to replace backup and storage infrastructures

REQUEST:

The Office of Information Technology is requesting approval to purchase three devices that will significantly improve the reliability and performance of the Village's backup and storage infrastructures.

BACKGROUND:

The current storage infrastructure is decentralized and consists of one 10-year old EMC CX500 fiber channel Storage Area Network (SAN) device and a multitude of server based storage in various buildings. The SAN device reached end-of-life two years ago and does not contain enough storage capacity to support the needs of the Village. The server based storage is spread out amongst the Village's buildings and requires management of each individual device thus greatly increasing the cost and the time spent managing the Village's storage infrastructure.

The current backup infrastructure consists of LTO-2 at the Roger Prange building, LTO-2 at the Village Hall and LTO-5 at the RecPlex. This is a very inefficient system for backing up the Village's data. The tapes are not interchangeable between all of the tape drives. The system requires manual intervention on a daily basis. Tape drives are slower than hard drives and, as the amount of data generated by the Village grows, continuing to invest in older technology is not in the best interest of the Village or its taxpayers.

The Office of Information Technology is in the process of developing a Comprehensive Storage Plan (CSP). The CSP consists of three interlocking components. The first component is to improve and centralize storage. Centralizing storage will reduce expenses by removing most of the remote storage devices and reducing the number of remote servers thereby saving on electrical and HVAC needs and eliminating the expense of supporting and replacing the servers used for storage. The second component is to improve and centralize our backup system and integrate a disaster recovery option. We will implement two backup appliances. One will be the main backup device and the other will be used for disaster recovery. Initially the second device will reside at the RecPlex but will eventually be moved to the Kenosha County datacenter after we establish a high-speed data link between our two facilities. The older tape drives will be decommissioned and the third will be repurposed as our long-term archive solution. We will also be evaluating the possibility of repurposing the current SAN as our long-term archive solution. The third component comes from the Comprehensive Communications Plan and requires an upgraded communication's infrastructure with high-speed Wide Area Network links.

PROCESS:

The Office of Information Technology solicited a variety of vendors and technologies.

Storage - We evaluated EMC, NetApp, Nimble and Fusion-io. Each vendor's technology goes about storing and retrieving data using a variety of media in different ways. After researching the technologies and vendors, reviewing demonstrations and soliciting bids we determined that Fusion-io will provide the best opportunity to the Village at this time.

Backup – We evaluated AppAssure, BackupExec, CommVault and Unitrends. Using similar research methods as the storage project, we determined that Unitrends provides the best opportunity for the Village at this time.

The following chart details the bids received:

		Capacit			Cost w/ 1-		Cost w/ 3-yr
STORAGE	Model	у	Cost	1-yr Maint	yr Maint	3-yr Maint	Maint
Nimble	CS240	24TB	\$48,000.00	\$3,933.33	\$51,933.33	\$11,800.00	\$59,800.00
Trancendent							
(Fusion-io)	N5-100	32TB	\$46,800.00	\$3,933.33	\$50,733.33	\$11,800.00	\$58,600.00
shi (Fushion-io)	N5-100	32TB	\$83,785.26		\$83,785.26		

		Capacit			Cost w/ 1-		Cost w/ 3-yr
BACKUP	Model	у	Cost	1-yr Maint	yr Maint	3-yr Maint	Maint
AppAssure	DL4000	20 TB	\$50,338.00				\$50,338.00
Unitrends	RC823	24 TB	\$16,096.50	\$2,115.54	\$18,212.04	\$8,388.18	\$18,892.56
	RC824	32 TB	\$22,396.50	\$3,943.54	\$26,340.04	\$11,671.38	\$34,067.88
shi (Unitrends)	RC823	24 TB	\$20,633.91	\$5,158.71	\$25,792.62		\$36,110.04
CommVault	EBA802	40TB	\$88,182.82	\$18,812.85	\$106,995.67		\$144,621.37

RECOMMENDATIONS:

The Office of Information Technology recommends the following:

Storage – Authorization to purchase one Fusion-io N5-100 Storage Area Network for the one-time cost of \$58,600 with no recurring annual maintenance for 5 years. This includes an incentive whereby we receive 5 years of maintenance for the cost of 3 years.

Backup – Authorization to purchase two Unitrends RC824 appliances for a one-time cost of \$52,573.92 and recurring annual maintenance beginning January 1, 2015 of \$7,780.92. This includes an incentive whereby we receive the benefit of 3-year maintenance pricing but pay annually.

Authorization for the Village Administrator to execute the maintenance contracts with each of the two vendors.



Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the <u>26th</u> day of <u>November</u> in the year <u>2013</u> (In words, indicate day, month and year.)

BETWEEN the Owner: (Name, legal status and address)

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

and the Construction Manager: (Name, legal status and address)

Riley Construction Company, Inc. 5301 99th Avenue
Kenosha, WI 53144
Telephone: 262-658-4381
Facsimile: 262-658-0312

for the following Project: (Name and address or location)

*New Fire Station No. 1
*New Fire Station No. 3
*Police Station Addition
*Public Works Facility
*Recplex Daycare Addition
*Lake Andrea Pavilion

The Architect: (Name, legal status and address)

Plunkett Raysich Architects – Fire Station No. 1 11000 West Park Place Milwaukee, WI 53224

The Owner's Designated Representative: (Name, address and other information)

Tom Shircel Village of Pleasant Prairie 9915 39th Avenue Kenosha, WI 53158 This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. The Construction Manager's Designated Representative: (Name, address and other information)

<u>Dave Riley</u>
<u>Riley Construction Company, Inc.</u>
5301-99th Avenue
Kenosha, WI 53144

The Architect's Designated Representative: (Name, address and other information)

Scott Cramer
Plunkett Raysich Architects
11000 West Park Place
Milwaukee, WI 53224

The Owner and Construction Manager agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests—interests and the standard of care applicable to the Construction Manager. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, <u>modified AIA Document A201</u>TM—2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in <u>such modified A201</u>–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, <u>such agreement shall be made in writing and thereafter</u>, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The At the request of the Owner, the Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The At the request of the Owner, the Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; major components of the Work; times of commencement and completion required of each major Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The At the request of the Owner, the Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager <u>suggests suggest</u> alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems. <u>Any estimates provided by the Construction Manager under this provision are estimates only and do not contemplate specific design plans and specifications, except to the extent expressly indicated in the estimate.</u>

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall use reasonable efforts to develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them. them in accordance with the terms of the assigned and assumed contracts.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. Price after hard bids have been received by the Construction Manager. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

- § 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, Architect after hard bids have been received by the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.
- § 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
- § 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
 - .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
 - A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
 - .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
 - .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
 - .5 A date by which the Owner must accept the Guaranteed Maximum Price.
- § 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

- § 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- § 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
- § 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

 Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.
- § 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications. Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.
- § 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.
- § 2.3 Construction Phase
- § 2.3.1 General
- § 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.
- § 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. § 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

- § 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.
- § 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.
- § 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.
- § 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.
- § 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.
- § 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

- § 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.
- § 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.
- § 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies

related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

- § 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, parties or reasonably required by the Construction Manager, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Delays in delivery of such information and services could cause a delay in the completion of the Project and/or an increase in the Guaranteed Maximum Price.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103TM–2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

- § 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: (Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)
- .33% of established GMP. If the project is cancelled before a GMP is established, the fee is staff time per attached rates.
- § 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within <u>twelve</u> (12 __) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.
- § 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.
- § 4.2 Payments
- § 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.
- § 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)
- %—Prime Rate published in the Wall Street Journal plus four percent (4%) per annum

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

- 2% of the cost of work. Cost of work includes labor and material that is direct purchased by Village for tax savings. Cost of work also includes: FF & E purchased direct by the Village.
- § 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:
- 5% plus bond costs plus an insurance fee of 0.75%.
- § 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:
- 10% on material and subs, 15% on labor
- § 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project. (per attached rates in 6.5.2).
- § 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. (Insert specific provisions if the Construction Manager is to participate in any savings.)

100% of savings is credited to the Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

- § 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time and the Contract Sum as a result of changes in the Work.
- § 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.
- § 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
- § 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.
- § 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

- § 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.
- § 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops, or at off-site workshops, if applicable,

together with associated cost of benefits and overhead in accordance with the rate schedule attached hereto as Schedule 6.2.1 attached hereto, which rate schedule is subject to adjustment on June 1st yearly.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.site.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

- § 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- § 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.
- § 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, vendor to the extent the same is standard in the industry, and if not, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

- § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
- § 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- § 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.
- § 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
- § 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site or suitably stored off-site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.
- § 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

in accordance with the Rental Schedule attached as Schedule 6.5.2. § 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

- § 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.
- § 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval. site.
- § 6.6 Miscellaneous Costs
- § 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. G/L will be charged at .75% of the construction. If required, subcontractor default insurance will be charged at a 1% cost of the cost of work.
- § 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.
- § 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- § 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.
- § 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.
- § 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval. Work.
- § 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- § 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld. Work.
- § 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.
- § 6.7 Other Costs and Emergencies
- § 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner. Owner, which approval shall not be unreasonably withheld, conditioned or delayed.
- § 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.
- § 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- **.6** Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

- § 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.
- § 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

- § 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten-fifty percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.
- § 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals,

purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

- § 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.
- § 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month.
- § 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 7.1.4 With If required by Owner, each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.
- § 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may <u>reasonably</u> require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- § 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- § 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. values plus any portion allocable to start-up or mobilization costs for such portion of the Work. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; or suitably stored off-site for subsequent incorporation in the Work;

- .3 Add the Construction Manager's Fee, less retainage of percent (5 %), five percent (5 %), provided, however, at such time as the Work is fifty percent (50%) complete, no further retainage shall be withheld. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- Subtract retainage of <u>five</u> percent (<u>5</u>%) from that portion of the Work that the Construction Manager <u>self-performs; self-performs</u>, provided, however, at such time as the Work is fifty percent (50%) complete, no further retainage shall be withheld;
- .5 Subtract the aggregate of previous payments made by the Owner;
- Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from <u>undisputed</u> errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.
- § 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.
- § 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
- § 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

- § 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when
 - the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
 - .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
 - .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

- § 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.
- § 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond Performance Bond

Limit of Liability or Bond Amount (\$0.00) Full Value of Contract

ARTICLE 9 DISPUTE RESOLUTION

- § 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.
- § 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2007
<u>X</u>]	Litigation in a court of competent jurisdiction
[]	Other: (Specify)

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section -4.1.

termination plus a termination fee of \$0.00. § 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 a termination fee in the amount of \$0.00; and
- .4 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, the Owner and upon the Construction Manager's written consent, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

- § 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum-Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.
- § 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except

that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Lien Notice. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONSTRUCTION MANAGER HEREBY NOTIFIES YOU [OWNER] THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON YOUR [OWNER'S] LAND MAY HAVE LIEN RIGHTS ON YOUR [OWNER'S] LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO CONSTRUCTION MANAGER, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU [OWNER] OR THOSE WHO GIVE YOU [OWNER] NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR CONSTRUCTION. ACCORDINGLY, YOU [OWNER] PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONSTRUCTION MANAGER AGREES TO COOPERATE WITH YOU [OWNER] AND YOUR [OWNER'S] LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

The following personnel are reimbursable under the General Condition of the project per Exhibit 6.2.1:

- *Senior Project Manager or Project Manager
- *Project Coordinator
- *Safety Director

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 This modified AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 <u>Modified AIA Document A201–2007</u>, General Conditions of the Contract for Construction

.3	AIA Document E201 TM –2007, Digital Data Proto	col Exhibit, if completed, or the following:
.4	AIA Document E202 TM –2008, Building Informat following:	ion Modeling Protocol Exhibit, if completed, or the
.5	Other documents: (List other documents, if any, forming part of the	Agreement.)
This Agreeme	ent is entered into as of the day and year first writte	n above.
OWNER (Sig	gnature)	CONSTRUCTION MANAGER (Signature)
Mike Pollco		Dave Riley
(Printed nar	me and title)	(Printed name and title)



Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

SCHEDULE 6.2.1

RATE SCHEDULE AS OF THE DATE HEREOF

(Subject to adjustment without notice, updated Rate Schedule available upon request)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

SCHEDULE 6.5.2

RENTAL SCHEDULE

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Dave Riley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:37:43 on 12/02/2013 under Order No. 3755454042_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133TM – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)		
(Title)	1 ** g =	October 1980 Market Const.
(Dated)		



Schdule 6.2.1

Village of Pleasant Prairie

RILEY CONSTRUCTION COMPANY LABOR RATES DATES EFFECTIVE 6/1/13 - 5/31/14

	INVOICED RATES					
CLASSIFICATION	ST	<u>OT</u>	DT			
SUPERINTENDENT	100.00	150.00	200.00			
CARPENTER FOREMAN	84.35	126.53	168.70			
CARPENTER SUB-FOREMAN	81.50	122.25	163.00			
CARPENTER	78.67	118.01	157.34			
MASON FOREMAN	85.42	128.13	170.84			
MASON	79.52	119.28	159.04			
CEMENT FINISHER FOREMAN	76.79	115.19	153.58			
CEMENT FINISHER	71.90	107.85	143.80			
LABORER FOREMAN	66.84	100.26	133.68			
LABORER	65.15	97.73	130.30			
LABORER MASON TENDER	66.15	99.23	132.30			
SHOP	31.98	47.97	63.96			
INTERN	16.83	25.25	25.25			
DIVISIONAL MANAGER	100.00	100.00	100.00			
SENIOR PROJ MANAGER	95.00	95.00	95.00			
PROJ MANAGER	85.00	85.00	85.00			
PROJ ESTIMATOR	80.00	80.00	80.00			
PROJ ENGINEER	70.00	70.00	70.00			
PROJ COORDINATOR	55.00	82.50	82.50			
PROJ SECRETARY	45.00	67.50	67.50			

All rates subject to change on June 1st due to union labor agreements



Schedule 6.5.2

<u>ID</u>	EQUIPMENT BILLING RATE PER	HOUR		DAY		WEEK		MONTH	OTHER
	TRUCKS	WE STA	digit	400 mg		A CONTRACTOR	Con.	4 - 1 - 27	A. 4 =
101	FLATBED TRUCK, 1 1/2 TON	\$15.00							
102	DUMP TRUCK, 1 TON	\$15.00							
103	PICKUP TRUCK		\$	60.00					
	TRAILERS	EV = N	PES			CHIE	No. of	STATE OF STREET	
104	OFFICE TRAILER						\$	426.00	
106	STORAGE BOX						\$	135.00	
107	TOOL TRAILER		1				\$	180.00	
	LIFT & EXCAVATING EQUIPMENT	13 31-97	28	3-1/4-7	TW	Hards M	350		
201	LULL FORKLIFT - 5 Ton - 54'		\$	322.00	\$	996.00	\$	2,899.00	
202	LULL FORK LIFT - 3 Ton - 34' REACH		\$	250.00	\$	756.00	\$	2,214.00	
203	CASE FORK LIFT - 2 Ton - 21' REACH		\$	167.00	\$	530.00	\$	1,593.00	
601	SIZZOR LIFT 20' REACH		\$	83.00	\$	211.00	\$	537.00	(
602	SIZZOR LIFT 25' REACH		\$	108.00	\$	287.00	\$	700.00	
204	CASE 580 BACKHOE		\$	194.00	\$	679.00	\$	2,003.00	
206	CASE UNILOADER		\$	156.00	\$	528.00	\$	1,451.00	I
207	CASE UNILOADER ATTACHMENT		\$	101.00	\$	322.00	\$	938.00	
201	CONCRETE EQUIPMENT	A STATE OF		101.00	000	022.00	-	300.00	CONCERNO
310	FINISHING MACHINE - RIDING		\$	177.00	\$	584.00	\$	1,582.00	************
311	FINISHING MACHINE - 4' WALK BEHIND		\$	51.00	\$	177.00	\$	481.00	l,
312	FINISHING MACHINE - 3' WALK BEHIND		100	65.00	.,	211.00	\$	609.00	
317			\$		\$		100		
	POWER BUGGY		\$	93.00	\$	293.00	\$	875.00	
313	COMPACTOR		\$	69.00	\$	213.00	\$	603.00	
314	VIBRATING CORES		\$	45.00	\$	138.00	\$	394.00	
316	VIBRATING SCREED		\$	60.00	\$	180.00	\$	540.00	
319	SOMERO COPPERHEAD LASER SCREED		\$	612.00	\$	1,836.00	\$	5,508.00	V
309	SOFT CUT SAW		\$	95.00	\$	285.00	\$	855.00	1
315	GROUT PUMP		\$	288.00	\$	750.00	\$	2,250.00	
307	ATLAS 185 CFM AIR COMPRESSOR		\$	93.00	\$	296.00	\$	816.00	Avanora Alika
	CONCRETE FORMS		11122	(124)		VE TELEVI	83		11. 11 -
401	SYMONS FORMS PER SQUARE FOOT			4.5" \$1.5	\$	0.50			
402	SYMONS SHORING POSTS		\$	10.00		_			A CONTRACTOR OF THE PARTY OF TH
Date:	SCAFFOLDING	12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			8		100		
510	HYDRO-MOBILE 60' (ONE POWER UNIT)				\$	1,100.00			
513	HOG LEG KIT				\$	350.00			
514	HOG LEG EXTENSION KIT				\$	100.00			
512	HYDRO WINTER ENCLOSURES (Per 60 FEET)				\$	213.00			
506	SCAFFOLD RINGS		\$	4.00	\$	8.00	\$	23.00	
502	ALUMINUM PICKS		\$	28.00					
503	PLANK		\$	0.50	\$	2.50			
	MASONRY EQUIPMENT	1			103				
507	MORTAR MIXER		\$	61.00	\$	207.00	\$	873.00	
508	MASONRY TABLE SAW		\$	47.00		161.00	\$	461.00	
511	GROUT HOG		\$	120.00	\$	325.00	\$	1,000.00	
509	ELECTRIC MULE		\$	30.00	\$	90.00	\$	270.00	
	MISC. EQUIPMENT		100	I WY	1	THE STATE OF	13		7 W. 18
308	SMALL AIR TOOLS		\$	31.00	\$	93.00	\$	289.00	
604	ELECTRIC HOIST, 1 & 2 TON		\$	64.00		133.00		277.00	
701	PUDDLE PUMP		\$	20.00	\$	48.00	\$	110.00	



<u>ID</u>	EQUIPMENT BILLING RATE PER HOUR DAY		<u>WEEK</u>	 MONTH	OTHER	
702	WATER PUMP - 2" or 3"		\$ 35.00	\$ 115.00	\$ 309.00	
703	GENERATOR		\$ 45.00	\$ 155.00	\$ 423.00	
704	WELDER		\$ 67.00	\$ 220.00	\$ 544.00	
706	PORTABLE HEATER		\$ 31.00	\$ 95.00	\$ 235.00	
801	AIR COMPRESSOR		\$ 26.00	\$ 78.00	\$ 234.00	
501	HAND HELD GAS SAW (INCLUDES BLADE)		\$ 46.00	\$ 157.00	\$ 388.00	
809	INSULATED BLANKET		\$ 5.00			
812	HEPA FILTER		\$ 60.00	\$ 180.00	\$ 540.00	
807	ROTO HAMMERS		\$ 53.00	\$ 159.00	\$ 477.00	
802	BARRICADES		\$ 4.00	\$ 7.00	\$ 17.00	
804	EXHAUST FANS		\$ 27.00	\$ 91.00	\$ 262.00	
805	PORTABLE LIGHT STAND		\$ 32.00	\$ 113.00	\$ 339.00	
806	PANEL LIFT		\$ 30.00	\$ 90.00	\$ 270.00	
808	WET VACUUMS		\$ 30.00	\$ 90.00	\$ 270.00	
810	AIR QUALITY TESTER		\$ 30.00			
811	TRASH CHUTE				\$ 215.00	
814	CARPET PULLER		\$ 80.00	\$ 240.00		
813	CARPET & TILE TURBO STRIPPER		\$ 70.00	\$ 210.00		
815	AES - RAPOR FALL PROTECTION		\$ 14.00		\$ 42.00	
816	FIREPROOF SPRAYER		\$ 168.00	\$ 503.00	\$ 1,508.00	
817	SAFETY GATE SYSTEMS			\$ 1.75	\$ 5.00	
818	POWER/PRESSURE WASHER		\$ 85.00	\$ 255.00	\$ 765.00	
819	HUSKEE SNOW BLOWER		\$ 55.00			

RESOLUTION #13-28

RESOLUTION RELATING TO AMENDMENT OF THE 2013 BUDGET

WHEREAS, the Village Board of the Village of Pleasant Prairie, authorizes amendments to the 2013 Budget, and;

WHEREAS, it is necessary to *make* certain adjustments in departmental budgets prior to the end of the fiscal year, and;

WHEREAS, certain expenses of the Municipal Court and Inspection department has exceeded budget, but has been offset by an increase in revenue;

WHEREAS, a budget amendment is necessary to increase budgeted expenses and respectively increase budgeted revenue the same amount to compensate for the increase in expenses and;

WHEREAS, the 2013 budget in total remains unchanged;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Pleasant Prairie hereby authorizes amendments to the 2013 Budget.

Passed this 9th of December, 2013

	John P. Steinbrink, President Village of Pleasant Prairie
test:	

2013 Budget Amendment Municipal Court

Org	Object	Description	Reason	Amount
10452111	451001	Municipal Court Revenue	Additional Revenue	6,436.00
			Total Revenue Increase	6,436.00
10512111	500113	Elected Salaries	Difference in Pay Structure	3,000.00
10512111	500202	Employment Evaluations	Employee Background Check not budgeted	28.00
10512111	500206	Contractual Printing	Additional Printing	18.00
10512111	500214	Consultant/Contractual Services	Additional Jail Fees	3,000.00
10512111	500286	Credit Card Processing Fees	Additional Fees	300.00
10512111	500510	Property & Liability Insurance	Increase in Premium	90.00
			Total Expense Increase	6,436.00

2013 Budget Amendment Inpection

Org	Object	Description	Reason	Amount
10442410	443001	Single Family Building Permits	More Permits Issued	8,925.00
			Total Revenue Increase	8,925.00
10522410	500210	Attorney Fees	Unbudgeted	125.00
10522410	500214	Consultant/Contractual Services	Unbudgeted - Contracted Inspector	7,500.00
10522410	500300	Membership & Subscriptions	Sandro Assoc Membership	100.00
10522410	500310	Office Supplies	Building Permit Signs	1,200.00
			Total Expense Increase	8,925.00





TO: Village Board

Michael Pollocoff, Village Administrator

From: Carol Willke, Director of Recreation

RE: Wisconsin Juniors Volleyball Club Partnership Agreement

Consider extending the Partnership Agreement for an additional 5 years.

The RecPlex and the Wisconsin Junior Volleyball Club have enjoyed a very successful partnership that has allowed the RecPlex to collect rental fees for use of the field house while allowing local volleyball players a state of the art facility to practice at and to hold local, regional and national volleyball tournaments.

The Recreation Department and Village staff recommends renewing the partnership with Wisconsin Juniors Volleyball Club agreement for an additional 5 years from 2013-2018.

Village of Pleasant Prairie RecPlex Wisconsin Juniors Volleyball Club Partnership Agreement

This Partnership Agreement for volleyball program development and cooperative usage of the RecPlex fieldhouse and supporting facilities is entered into as of the 20th day of May, 2013, by and between the Village of Pleasant Prairie RecPlex hereinafter (the "Village") and Wisconsin Juniors Volleyball Club, hereinafter ("Juniors").

Whereas, the Village of Pleasant Prairie, Recreation Enterprise is the owner of the fieldhouse and RecPlex facility, located at 9900 Terwall Terrace, Pleasant Prairie, Wisconsin; and,

Whereas, the Juniors represents the Wisconsin Juniors volleyball club that represents a geographic area that includes the Village of Pleasant Prairie and surrounding communities.

Whereas, the Juniors desires to become a recreation partner by utilizing the Village facilities as their "home" facility site for club volleyball practices and tournaments.

Whereas, the Juniors desire to reserve fieldhouse court time thereby supporting Village facilities for the purpose of providing its members with the use of volleyball courts within the facility, for an agreed period of time.

Whereas, the goal of the Village is to provide the highest quality recreational experience to enhance and improve the quality of life in the Village of Pleasant Prairie, and those surrounding communities that choose to participate in Village recreation programs, and;

Whereas, the Village desires to provide a continuous block of time to the Juniors for a period of time greater than one year; and, on the dates and times and at the hourly rate(s) set forth on the attached court rental schedule; and,

Whereas, the Village operates a community-based recreational facility that offers a comprehensive array of recreation programs and events to its residents and the citizens of Southeastern Wisconsin and Northern Illinois.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions.

In addition to the terms defined in other paragraphs of the partnership agreement, the following definitions shall apply:

- a. "Juniors" shall mean Wisconsin Juniors Volleyball Club.
- b. "Village" shall mean the Village of Pleasant Prairie, 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.
- c. "RecPlex" shall mean the RecPlex, 9900 Terwall Terrace, Pleasant Prairie, Wisconsin 53158.
- d. "Volleyball Courts" shall mean court space, located within the RecPlex fieldhouse.

- e. "Juniors Partner membership" shall mean a RecPlex membership for Juniors Partner members. This membership allows the Juniors to receive Juniors Partner benefits.
- f. "Junior Youth Facility membership" shall mean a RecPlex membership for Juniors Partner members ages 14-18. This membership allows the Junior Partner to receive benefits and use of the facility.

2. Juniors Partner Membership Terms

- a. The Juniors Partner participants must have a current RecPlex membership. This requirement can be met by 1 of the following options:
 - (1) Juniors Partner participant is a current RecPlex family member.
 - (2) Juniors Partner participant becomes a RecPlex Juniors Partner member:
 - (i) Juniors Youth Partner membership: \$75/family/year in 2013/14.
 - (ii) \$100/family/year in 2014/15, 16/17, 17/18 if 1 to 49 Wi. Jrs. families have active corporate memberships;
 - (iii) \$75 /family/year in 2014/15, 16/17, 17/18 if 50-74 Wi. Jrs. families have active corporate memberships;
 - (iv) \$50/family/year in 2014/15, 16/17, 17/18 if 75-99 Wi. Jrs. families have active corporate memberships;
 - (v) \$25/family/year in 2014/15, 16/17, 17/18 if 100 or more Wi. Jrs. families have active corporate memberships;
- b. The Village agrees to offer an annual membership promotion to the Juniors Partner participants and immediate family members following the existing Corporate Membership Structure for RecPlex. (See Attached Corporate Membership Packet).
- c. Parking passes for Junior Youth membership may be purchased for \$20 (or current member rate) and expire on June 30 of each year. The RecPlex retains the right to put restrictions on this parking if deemed necessary and will notify Juniors two weeks prior to changes.
- d. Parking passes for corporate members may be purchased according to current membership policies.
- e. Parking passes may be purchased for coaches at the current member rate and expire at the end of the volleyball season each year

3. Juniors Partner Benefit Terms

a. Facility Rental Terms

- (1) Rental Usage & Rates. The Village hereby agrees to rent to the Juniors the Fieldhouse court(s) and support facilities based upon the terms and conditions set forth in this agreement, for the Junior's sole use for try-outs, practice, clinics, and tournaments. The Junior's use of the Fieldhouse Court(s) shall be subject to the following:
 - (a) Rental Rates: Juniors Partner will receive volleyball courts at the rate of \$26.00 per hour for 2012-13 season and \$26.00 per hour for 2013-14 season, \$28.00 per hour beginning the 2014-15 season, \$28.00 per hour for 2015-16 season, \$30.00 per hour for 2015-16 and \$30.00 per hour for 2017-18 season, and the current member rate authorized in the Village Ordinance for the fiscal year at the start of the fall season for all other rentals and supporting facilities.
 - (b) Prime Time Rental Usage: Juniors Partner will receive limited 1st choice of prime time rental space after RecPlex programs and activities have been scheduled.
 - (c) Juniors shall have right of first refusal for rental space if any competing program request court rentals. (Examples of which may be girls Volleyball tournaments, tryouts, practices, camps, training.)
 - (2) Fieldhouse Rental. Juniors may only use the Fieldhouse court(s) and supporting facilities therein, for activities approved by the RecPlex, and agrees to abide by all applicable "House Rules", regulations, and ordinances of the Village of Pleasant Prairie governing the use of the facility.
 - (1) Fieldhouse Rules. Juniors acknowledge that RecPlex may, from time to time, adopt revised rules, regulations and ordinances governing the use of the RecPlex. The Juniors, and its agents, employees and invitees shall abide by all such rules, regulations and ordinances which are adopted by the RecPlex.
 - (2) Rental Schedules. Season Schedule. The Juniors season shall run from October 1st September 30st.
 - (a) Court Usage and Definitions. The Juniors will reserve Fieldhouse court space for try-outs, practices, clinics, and tournaments. Court times are based on 1 volleyball court or 3 volleyball courts = 1 quadrant.
 - (b) Facility Reservation Season Requests: The Juniors shall submit all practice & try-out reservation requests for the season to RecPlex by April 1st for the upcoming season. Requests shall be submitted to the RecPlex Rental Specialist.
 - (c) Facility Reservations: Facility Reservation requests and reservations must be scheduled and confirmed by the RecPlex Rental Specialist with a signed facility rental contract. Said schedule may be revised and updated from time to time, by mutual agreement between the RecPlex and the Juniors. Juniors shall guarantee 90% of their rental space each year. This guarantee will based upon weekly rental hours from the prior year's usage.

- (d) This Agreement requires the Juniors to reserve and pay at least 90% of facility usage/revenue compared against the prior year hours/revenue.
- (e) Tournaments: The RecPlex agrees to provide for and rent to the Juniors enough fieldhouse court time to host no less than 15 and no more than 20 tournaments per year. Said tournaments shall be at times which are mutually approved by both parties. The Juniors agree that RecPlex shall offer all concessions and retain all revenues during the tournaments.
- (f) The Juniors shall have right of first refusal for President's Day weekend tournament and one tournament the 3rd or 4th weekend in March.
- (g) Admission Fees: The Juniors will charge admission fees for tournaments and will be allowed to keep the proceeds from the admissions.
- (h) Concessions: The RecPlex will provide concessions for all tournaments and will keep the proceeds for the concession sales.
- (i) Outside Food: No outside food/drinks are allowed to be brought into the RecPlex facility. The Juniors will clearly communicate to its internal constituents and visiting teams that absolutely no outside food or drinks are allowed to be brought into the RecPlex
- (3) Multipurpose Room Rental: The RecPlex will provide a limited use of space for meetings at no charge. This space is designed for small group meetings in the Blue Room, Yellow room, or Ice Rooms A or B. The limited use may not exceed 64 hours in one calendar year and is subject to the conditions listed in this paragraph. The Juniors Partner may request facility space through the RecPlexs' Rental Specialist. The Rental Specialist will determine if the space is available based on the day and time of the rental and has the right to move the requested space to a location that has not been reserved by a paid user. The multipurpose room space will not be a confirmed reservation until the RecPlex has determined that they cannot rent the space. The RecPlex may refuse the space if it is during prime time or in use by a recreation program or a paid user.
- (4) Juniors Partner Registration. Juniors may use the RecPlex as a means of registrations for Juniors Clinics provided for the RecPlex.
 - (a) Banner. The RecPlex agrees to provide the Juniors with space in RecPlex's fieldhouse to place signage that designates RecPlex as the Tenant's home facility. Placement of this signage is at the sole discretion of the Director of Recreation. The Juniors shall be allowed to place a vinyl banner on quadrant 4 in the RecPlex fieldhouse. The banner must be consistent in nature to the existing banner standards and subject to RecPlex management approval. The banner may be no larger in size than 8 x20.
 - (b) Fundraising. The Juniors are permitted to host 2 fundraising events per year in the RecPlex. The dates & times of the Fundraising events must be approved by the Recreation Director at least 2 weeks prior to hosting the fundraising event. During this time 2 tables and 2 chairs will be provided by the RecPlex.

- (c) Promotion. The Juniors will be provided with promotion on the RecPlex website and in the program publication program brochure. Information for these areas of promotions must be provided by the required RecPlex deadlines.
- (d) RecPlex Logo. Juniors may use the RecPlex logo on team apparel, banner, and printed materials. All printed material incorporating the RecPlex logo must be approved by Recreation management.
- (e) Storage: The RecPlex agrees to provide the Juniors with approximately 182 square feet of storage space located in the north storage closet of the Fieldhouse. Said storage space shall be under the exclusive control of the Juniors, and the Juniors shall have the keys for such storage unit. The RecPlex will be provided a key to the storage area to be used in case of an emergency. The Juniors must maintain the general appearance of the storage area, and insure that it remains clean and free of any unsightly or odorous smells.
 - (1) The Juniors shall be responsible for the cleaning of the storage unit.
 - (2) The Juniors shall be allowed approximately 100 sq ft of storage in the south closet to allow for boxes. No shelving to be constructed unless approved.
 - (3) At no time will the RecPlex be responsible for any loss or damage to any property belonging to the Juniors Partner, its employees, agents, participants or invitees.
- (5) RecPlex Services: Juniors will be allowed to use the following recreation services:
 - (a) Copier: Juniors may have limited access to the RecPlex copier. Limited use will defined as less than 25 copies per day.
 - (b) Wireless Internet Connection: Juniors Partner will receive 1 wireless account to be used as a wireless connection for the management of the program. This use is not granted for use any member or visiting teams and organizations.
 - (c) Bulletin Board: The RecPlex agrees to provide the Juniors Partner with a location to install a small, enclosed bulletin board for miscellaneous club announcements. The bulletin board shall be well kept and free of any distasteful or scurrilous material and shall not make any inappropriate references or comments concerning the facility, its staff or management. Location of this board will be determined by the Director of Recreation with input from the Juniors. Juniors may purchase a bulletin board to be installed on site. The Juniors is responsible for the cost of the Bulletin Board. The RecPlex is responsible for the installation of the bulletin board.

4. Term and Termination.

- a. Term of Agreement. The term of this Agreement shall commence on October 1st, 2013 and shall be for a period of five (5) Juniors seasons from such date, with the original term ending August 31, 2018.
- b. Basis for Early Termination. This Agreement may not be terminated prior to its expiration except, by mutual agreement of the parties; or
 - (1) By the Juniors Partner, upon six (6) months advance written notice from the Juniors, but only in the event of the RecPlex's inability to provide service in accordance with the minimum levels.
 - (2) By the RecPlex upon six (6) months advance written notice from the RecPlex, but only in the event Juniors cannot fulfill its court schedule commitments hereunder or Juniors falls below 90% of facility usage/revenue compared against the prior year hours/revenue.
 - (3) By the Juniors upon six (6) months advance written notice in the event the Juniors permanently ceases to exist as an association for reasons including, but not limited to government laws or regulations, and the Juniors do not plan to continue to provide a youth volleyball program sanctioned by any organization.
- 5. Renewal. This Agreement shall renew automatically for three (3) Juniors seasons unless either party to this agreement provides written notice of its intent not to renew the Agreement not less than 12 months prior to the commencement of the applicable renewal term. Upon each renewal, the Juniors will be charged the per court fee of the final year of the previous contract and an addendum will be produced for the subsequent 3 years. The Agreement shall continue for three (3) seasons unless terminated for reasons set forth in Paragraph 4 b.
- 6. Dispute Resolution.
 - a. In the event that one of the parties to this Agreement ("Performing Party") believes that the other Party ("Nonperforming Party") has failed to perform its obligations under this Agreement, other than the payment of rent, the Performing Party shall promptly notify the Nonperforming Party in writing of the specific nature of the alleged failure. The Nonperforming Party shall have thirty (30) days after receipt of the notice to cure the alleged failure to perform or respond to the notice.
 - b. "Default' shall mean and include:
 - (1) the failure of the Juniors to pay the Juniors fees or other obligations required of the Juniors Partner under this Partnership Agreement for a period of ten (10) days following the due date for such payment, or;
 - (2) the default by the Juniors of any other term or condition of this Partnership

- Agreement which shall continue for a period of thirty (30) days after the RecPlex has sent the Juniors Partner notice of such default, or;
- (3) if the Juniors causes to be filed, in any state or federal court, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Juniors property or assets, or an assignment by the Juniors for the benefit of creditors, or:
- (4) if there is filed against the Juniors Partner in any state or federal court a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Juniors Partner's property or assets.
 - (a) Upon a Default by the Juniors the RecPlex may take all rights and remedies available to RecPlex by law or this Partnership Agreement. The Juniors specifically agrees that the RecPlex may, without legal process, re-enter all or any portion of the RecPlex occupied by the Juniors and remove all persons and property and, at RecPlex's sole option and discretion, terminate this Partnership Agreement and Juniors right to possession of any premises or portion of the RecPlex. The Juniors further agrees that a re-entry by the RecPlex shall not diminish in any way Juniors obligations under the terms of this Partnership Agreement, and the RecPlex may seek to lease any portion of the RecPlex to a different organization, and apply any rentals and other amounts so received against the obligations of the Juniors Partner to the RecPlex under this Partnership.
 - (b) The Juniors agrees that following a Default by Juniors, all rent due under this Partnership Agreement through the end of the Term of Agreement shall accelerate and be immediately due and payable to the RecPlex. Juniors agrees that in the event the RecPlex is in Default, the Juniors will indemnify and pay to the RecPlex all loss of rents and other damages which the RecPlex may incur by reason of such Default, including without limitation, costs of altering, repairing or restoring any portion of the premises to rent to another tenant, cost of advertising and procuring another tenant, loss or reduction in rent or other payments due to the RecPlex under this Partnership Agreement, and all court costs and reasonable actual attorneys fees and expenses incurred by the RecPlex due to such Default, regardless of whether litigation is commenced. Accepting rent or other payments by Juniors shall not be deemed a waiver of any rights of the RecPlex, and the fact that the RecPlex waives any Default by the Juniors at any time shall not limit or reduce the rights of the RecPlex under this Partnership Agreement and shall not be deemed a waiver of any subsequent breach or Default by the Juniors.
 - (c) In the event the Juniors defaults in the performance of its agreements under this Partnership Agreement, the RecPlex may, but shall not be required to, make any such payment or perform any such obligation of Juniors. Juniors agrees to immediately reimburse the RecPlex for any amounts that are paid or the costs of performing for the Juniors, for any expenditure made by the RecPlex for an obligation of the Juniors, together with reasonable actual attorney's fees and interest at the rate provided in Paragraph 8.c below.
- 7. Non-Waiver. Nothing in this Agreement shall waive any other requirements imposed by any applicable state, federal or local laws, regulations, ordinances or resolutions.

- 8. Court Rental and Juniors Partner Payment.
 - a. An invoice for the past month based on usage will be sent via e-mail to the Juniors Partner below by the 7th of each month.
 - b. Payment in full, on a monthly basis, is due to RecPlex at the address listed below no later than ten (10) days after the receipt of delivery of the invoice.
 - c. If the payment of any rent or any other monies payable under the terms of this contract is more than fifteen (15) days after the due date for the payment, Juniors agrees, upon demand of RecPlex, to pay a late payment charge equivalent to five percent (5%) of the payment amount which was late. Thereafter, and in addition to such late payment charge.
 - d. Juniors will pay interest on the unpaid balance at the rate of 12% per month until paid in full. Juniors, with the consent of the Recreation Management, or the Manager's designee, may exceed the court rental times set forth on the schedule. The additional hours will be added to the next month's invoice, payment for each additional hour shall be payable to RecPlex at the address listed by the terms discussed above.
 - e. Juniors will not be refunded for non usage of scheduled space after the current invoice has been sent.
 - f. Juniors agrees to pay the Youth Partner Membership and Parking Permits by March 1st of each year.

9. Repairs and Utilities.

- a. Juniors shall be liable to the RecPlex for payment in full of the cost of replacement and/or repair of any RecPlex personal property, equipment or fixtures or other improvements damaged as a result of the Juniors use of the Fieldhouse Court (s) pursuant to this contract, ordinary wear and tear excepted.
- c. Juniors shall keep and maintain in good order, condition and repair the storage space provided by the RecPlex. The RecPlex shall be responsible for maintaining and repairing the RecPlex in a clean, sanitary and safe condition. The RecPlex shall be responsible for any repairs to the roof, plumbing, and electrical, heating and cooling and other systems of the RecPlex, including the Fieldhouse Court (s). The Juniors shall be responsible for any repairs to the Fieldhouse Court (s) or RecPlex caused by any intentional or negligent act of any employee, agent, patient, or invitee of the Juniors.
- d. The RecPlex shall be responsible for all other utility costs, including without limitation, water, sewer, gas and electric.

10. Insurance.

a. Juniors shall, throughout the term of this Agreement and during any period in which the Juniors is using any part of the RecPlex under this Agreement, keep in full force and effect a policy of comprehensive general liability insurance with limits of liability of not less than One Million Dollars per occurrence for personal injury and a limit for property damage liability of not less than Five Hundred Thousand Dollars per occurrence. All policies of insurance to be carried by Juniors shall name the Village, and any other parties with an interest in the RecPlex designated by the Village, as additional insured's. All such policies of insurance shall contain a clause that the insurer will not cancel or change the insurance without first giving written

notice to the RecPlex at least thirty (30) days prior to such proposed cancellation date. The insurance shall be with an insurance company licensed to do business in the State of Wisconsin and a copy of the policies evidencing such insurance and certificates of insurers shall be delivered to the RecPlex at least thirty (30) days prior to the commencement of the term of this Agreement and not less than thirty (30) days prior to the expiration of each term for such insurance. The insurance policy shall further provide that no act or default of any person other than the Village or its agents shall render the policy void as to the Village, nor shall the act or default of any person other than the Village affect its rights to recover under said insurance.

- b. Village shall, at all times during the term of the partnership agreement, maintain a policy of comprehensive general liability insurance insuring Juniors against any liability arising out of actions of the RecPlex operation of the RecPlex. Such insurance shall be in an amount of not less than \$1,000,000.00 per occurrence. The limit of any such insurance shall not, however, limit the liability of the Village hereunder. The endorsement shall further provide that Juniors shall have the right to 30 days prior written notice of any change, cancellation, expiration or termination of coverage.
- c. Village and Juniors acknowledge that it is their intention and agreement that both parties shall look to the insurer for reimbursement for any loss, and further that the insurer involved shall have no subrogation rights against the other party. All insurance described above in Paragraph 10.a. and 10.b. shall contain the waiver of any right of subrogation by the insurer in accordance with the terms of this Paragraph. Neither Village, RecPlex, nor the Juniors shall be liable to the other for loss arising out of damage or destruction of any real property, personal property, improvements or other property to the extent that such damage or destruction is caused by a peril included with any standard form of fire insurance policy, with full extended coverage endorsement added, as from time to time issued by insurers in the State of Wisconsin, to the extent the proceeds from such insurance are realized. The absence of liability described herein shall exist regardless of whether the damage or destruction is caused by the negligence of Village, RecPlex, Juniors, officers, employees, agents or customers of either.

11. Compliance with Regulations.

- a. Juniors agrees that it shall, at its sole cost and expense:
 - i. Comply with all laws, ordinances, regulations or orders of all federal, state, county and municipal authorities regarding the Fieldhouse Court (s) and Juniors use of the Fieldhouse Court (s) and RecPlex.
 - ii. Not permit anything to be done on the Fieldhouse Court (s) which will be in conflict with, or cause a violation of, the certificate of occupancy issued by the Village of Pleasant Prairie for the RecPlex, any reasonable rules and regulations adopted by Village of Pleasant Prairie, any laws, ordinances, orders and regulations of any governmental authority, or the terms of the Wisconsin standard form of fire or other hazard insurance policies covering the Fieldhouse Court (s).

12. Indemnification.

a. Juniors shall indemnify, defend and hold Village of Pleasant Prairie, its officers, directors and agents harmless from any and all claims by third parties (including, without limitation, all costs, actions, proceedings, liabilities, judgments, expenses, damages and reasonable attorneys'

fees) which arise out of or in connection with any acts or omission to act by Juniors or Juniors employees, officers, or agents, except to the extent that such acts or omissions are caused by the Village of Pleasant Prairie.

b. Village of Pleasant Prairie shall indemnify, defend and hold Juniors P, its officers, directors and agents harmless from any and all claims by third parties (including, without limitation, all costs, actions, proceedings, liabilities, judgments, expenses, damages and reasonable attorneys' fees) which arise out of or in connection with any acts or omission to act by Village of Pleasant Prairie's employees, officers, or agents, except to the extent that such acts or omissions are caused by the Tenant.

13. Alterations and Removal of Fixtures.

Juniors agrees not to alter or improve any portion of the Fieldhouse Court(s) without first obtaining the written consent of the RecPlex. Any such alterations, installations, i sole cost and expense. Upon termination of the Lease Term, the Juniors Partner shall be entitled to remove its equipment and any trade fixtures installed by the Juniors in the Fieldhouse Courts(s); provided, however, the Juniors shall be responsible for all costs of repairing the Fieldhouse Court(s) due to such removal and in placing the Fieldhouse Court (s) in a condition comparable with the condition of the Fieldhouse Court (s) prior to the installation of such trade fixtures.

14. Miscellaneous

- a. In the event any provision of this Agreement requires a party to consent to any act or action (including Juniors assignment under d. below), such consent will not be unreasonably withheld.
- b. RecPlex agrees that if the Juniors pays all rental fees and other charges required under this Agreement, and observes and performs all other terms and conditions of this Agreement, the Juniors may peaceably enjoy the occupation and use of the Recreation facilities.
- c. This Agreement shall contain all agreements between the RecPlex and Juniors regarding the Partnership. The headings and titles used in this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part of the Agreement. If any provision of this Agreement is determined to be invalid for any reason, the remainder of such provision and the remaining provisions of this Agreement shall be deemed severable, and shall remain in full force and effect.
- d. Any waiver of any term or condition of this Agreement by a party must be contained in a written document signed by the party waiving the condition and any such waiver shall not be deemed to be a waiver of such term, covenant, or condition of this Agreement at any later time.
- e. All notices which RecPlex or Juniors may serve upon the other party may be served by personal service, or by mailing by certified mail, postage prepaid, return receipt requested, or by delivery to an established overnight express carrier such as Federal Express or United Parcel Service, addressed to the other party, fees prepaid for overnight delivery, to the following address:

Village of Pleasant Prairie

Village Administrator

9915 39th Avenue

Pleasant Prairie, Wisconsin 53158

villageadmin@plprairie.com

RecPlex:

Director of Recreation 9900 Terwall Terrace

Pleasant Prairie, WI 53158

Juniors:

Wisconsin Juniors Volleyball Club

Attn: Donald J. Neave 11118 235th Avenue Trevor, WI 53179 ineave@wi.rr.com

The time of rendition of such notice shall be deemed to be earliest of the time when the notice is personally delivered, when it is deposited in the United States Mails, postage prepaid, as described above, or when it is delivered in an established delivery service for overnight delivery as provided above. Either party may change their address for notices by a written notice to the other party.

- h. The relationship of the parties is solely that of the RecPlex and Juniors Neither party shall express or imply any other relationship between the parties without the expressed written consent of the other party.
- i. The lease shall be construed and enforced in accordance with the laws of the State of Wisconsin. Exclusive jurisdiction and venue for any action under this Partnership agreement shall be in Kenosha County, Wisconsin.
- j. The Juniors agrees not to introduce any vendor or sponsor that may be a competitor to any sponsor of the facility without securing approval from the RecPlex, whose approval will not be unreasonably withheld.

In Witness whereof, the parties hereto have executed or caused this lease to be executed as of the day and year first above written.

Village of Pleasant Prairie:	Juniors:
Village of Pleasant Prairie	Wisconsin Juniors Volleyball Club
Ву:	ву:
Michael R. Pollocoff	Donald J. Wave
Village Administrator	President