

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

**9915 - 39th Avenue
Pleasant Prairie, WI
July 15, 2013
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, July 15, 2013. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. 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; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director and Jane M. Romanowski, Village Clerk.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESENTATION OF A DONATION BY THE KENOSHA NOON OPTIMIST CLUB TO THE THERAPEUTIC RECREATION PROGRAM.**

John Steinbrink:

Good evening, Dennis.

Dennis DuChene:

Good evening. Dennis DuChene, 8710 36th Avenue, Kenosha, Wisconsin. I'm here tonight as President of the Kenosha Area Noon Optimist Club. And we would like to make a donation to the Discovery Program. We've been involved with the program for a few years now as the Optimist Club. Bring Santa Claus there over the holiday season to visit with the kids. Some of our members enjoy working with the kids. This year the donation is going to be used for the kids to go to an outing to the Brewer's Game, State Fair and I believe the Milwaukee County Zoo. So at this time I'd like to present Erin with a check from the Kenosha Area Noon Optimist Club for \$1,000 to help offset some of the great programming she does.

Erin Winch:

I'm Erin Winch, Director of the Therapeutic Recreation Program. And I just wanted to thank Dennis and the Kenosha Noon Optimist Club. Without their support there is no way that we would be able to take our 50 or 60 clients with disabilities into the community and get the support that we do and do these great outings and adventure. So we just want to say thank you.

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John Steinbrink:

Thank you, and thank you, Dennis.

5. PUBLIC HEARING

A. Consider authorizing construction of final paving improvements in the Whispering Knoll Subdivision and Final Resolution #13-15 levying special assessments for said project.

Mike Pollocoff:

Mr. President, tonight this resolution comes to us by virtue of a notice of intent that the resolution that the Village adopted last year. And this is an unusual resolution in the work that's being considered, part of it is unusual. But it is within the guidelines set forth by statutes in order to pay for public improvements. The Whispering Knoll subdivision is a 40 lot subdivision. It began development in 2005. They had not substantially completed the development when the real estate market collapsed in 2007-2008. And subsequently this development has kind of limped along until where we're at today.

In Pleasant Prairie when new subdivisions are approved and they're platted and we reach a developer's agreement for the developer to do the improvements for that subdivision, the Village is accomplishing a number of things. One is that the ordinances anticipate that if development meets the standards of the Village and it's constructed by those standards and it meets the zoning requirements, the land division requirements, it goes through the public hearing process, and if it's a good development it should be able to proceed. But the Village ordinances also require that residential development cannot be subsidized by the existing tax base of the Village. Every taxpayer at some point, and it might have been a long time ago, paid someone to improve their parcel, whether it was a farmer that decided to subdivide the land in some of the really old areas or early developers.

As a Town the previous Town Boards, this is dating back to the '50s and '60s had agreed to do public improvements for developers where the Town would assess people who bought lots the cost of paving or sewer or water. And at that time what was happening is the Town was accruing a lot of debt in order to do that. At the time we incorporated as a Village and we were no longer under Kenosha County zoning and development, the Village made the conscious decision that development should only pay its own way, that tax paying residents of the Village should be expected to pay for their improvements when they're initially constructed but no one else's.

In the case of roads, sewer and water, once an improvement has been constructed to the Village specifications, and this has been true since 1990, once its been constructed to Village specifications and it's been formally accepted by the Village of Pleasant Prairie, then that improvement becomes the Village's responsibility to maintain and replace, repair, modify, whatever it takes to make sure that those improvements are working. In the case of water lines those costs are borne by the rate payers who pay water bills. In case of sanitary sewer lines it's borne by the sewer utility. In the case of storm water lines that's being borne by the clean water

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utility. In the case of roads, streets and curbs and gutters and signals if that's involved that's borne by the general property tax of the Village.

Each year the Village allocates a specific amount of money, and right now it's about \$650,000 a year, and with that money we go by and we resurface or recondition or replace roads depending what it is across the entire Village. Now we don't do the whole Village with that small amount of money, but the Village's commitment is once we've accepted an improvement that's been built to our standards then we will maintain that road in perpetuity, and we won't go back with that future maintenance cost go back and assess the people for what they initially paid for when they bought the property or the predecessors in that property had paid for. So once somebody has a road they have a road, and they shouldn't be anticipating that they're going to get a special assessment to pay for future maintenance or any work that's done to that road.

In the case of this subdivision and in my experience in my time here we've had two, and this would be the second one since 1990 where the real estate market had gotten the best of a developer and they were unable to complete their improvements. The first one was in the Meadowdale Subdivision which is right down the road here off of 39th. And in that area there was lots that had been divided, the plat had been created, the underground improvements had been put in. And I believe there was four houses out of I think it was possibly 25 lots that had actually been sold and homes had been built. There they didn't have their first year improvements which is the binder course of asphalt and the curb and gutter. So for about three years they were driving in gravel to get to their homes.

In that area it was apparent the subdivider had folded up. The bank wasn't making any effort to make payments. The banks were in transition. One bank had been shut down by the FDIC, and the second bank was taking over. In order to remedy that situation the Village evaluated where the roads were at that point, and in that subdivision we determined that given the fact that there were so few homes built yet, and our homes typically require 75 percent of the homes be built before the final course of asphalt is in, the Village decided that the best way to proceed in that subdivision was to put in a concrete road and curb and gutter and assess the cost of that concrete in order to, one, hold with our ordinance that says the Village taxpayers won't pay for improvements, but it ensured that the road would get built. And as the houses were built into that subdivision over time they wouldn't damage the road.

Meadowdale is an area where the houses are very large. They're extremely large houses, and when a new subdivision is being built out, anybody that's lived in a new subdivision or watched it you have cement trucks, you have trucks hauling in blocks for foundation, you have sand and gravel trucks, you have trucks hauling in trusses, the drywall. It's a lot of heavy loads, and it's typically more than what a street is designed to handle which is why in the case of the Whispering Knoll Subdivision we allowed the developer to put in the base course of asphalt which we know will degrease and break down at some point. You really can't say where.

They put in as much gravel as they're going to need for finish, but only about two and a half inches or two inches of the base course goes in, and then the curbs are put in to just establish a boundary for the people in their property where to build to. And we modified the curb inlets so that water can drain into the storm sewer. It's not an ideal situation but it's one way that the

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Village had done previously to keep the development cost manageable for a developer, for the people who are going to buy those homes eventually and allow the construction to beat up the road. And then when the final course of asphalt is put in all the areas that have failed we go back and repair those areas.

Any underground improvements that have failed subsequently because that will happen during that period, too, whether it's storm or sewer or water laterals, water mains, sewer mains, whatever the problem is those are all repaired and fixed. Because once we put that final course of asphalt down we don't want to patch it again. We don't want to be in there digging it up. I mean something could happen where a water main will burst or a valve will break and that just happens. But typically not with new infrastructure. But we want the people there to be able to at least for 20 to 25 years have a nice clean ride-able road. And then the Village taxpayers as we go forward and go to maintain that road we're maintaining something that's more sustainable than something that was just slapped together.

We have had ongoing discussions with Mr. Barcelona, the developer of this subdivision, about the need to do two things. One is that the letter of credit from the date of 2005 we felt was not sufficient to complete the project as it needed to be completed. And as time goes on this project gets more and more expensive. The improvement here is primarily a petroleum based improvement. The price of oil goes up, the price of asphalt goes up, the price of what it takes to get asphalt trucks in here to deliver the materials because it's incrementally increasing. And the problem that Pleasant Prairie faces is the problem that the State of Wisconsin faces. Everyone is dealing with increasing road construction and maintenance cost. And we could see that we're coming to a point of no return on this where, one, the base was degenerating significantly. We could have a situation which we've had in some situations where they had to rip out the entire road, put in a brand new base course and put in the final topping. This one has not gotten to that point yet but we've got some significant failures.

We've had a series of correspondence and meetings with the developer who had indicated he felt the project could be done for a bid price that was older. Our review of the quantities we didn't feel that the Village could be guaranteed or the people that lived out there to get the product that they had planned on securing when they bought their lots. But nonetheless we gave them the opportunity to go ahead -- if they had a bid price on it and a contract to go ahead and do it last year, and that didn't come to fruition.

I have to say that our discussions with Mr. Barcelona, the developer, were from my perspective, from the staff perspective were less than straightforward. And as we look back I think he was stretching the project out, the process out, in hopes of doing two things. One is hoping the bank would accommodate his demands, and secondly being able to sell more lots. We had adopted that initial resolution last year, and I think it was the developer's hope that we'd be in a situation where his cost for improvements would be spread across the remaining property owners and he wouldn't have to pay for it. It would be one less thing that he wouldn't have to deal with as he disposed of or ended his agreement with the bank. The bank was looking to minimize their exposure to this as well.

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We came to September or October of last year, and typically you can't for an asphalt road -- if you were going to pave right at the beginning of October you'd be okay. But a subdivision like this where you have to come back and regrade the road, dig out the bad spots, we had some underground improvements that needed to be repaired, there was a substantial amount of work that needed to take place and get that squared away before asphaltting could take place. So we wanted them to get started early. Because if you start that work in October by the time you get done with it in some of this stuff you don't know what you're going to be dealing with until you dig it up and expose it, you could be paving in November. And if it's cold, if it's wet, you're not going to get a good product. And then we'll be sitting in a worse case scenario where you've got patches and open gravel in places, and we don't want that to happen.

So I filed a formal breach of the development agreement with Mr. Barcelona at the beginning of this year. We worked to give him the opportunity to plan to get this work take place and it didn't. Simultaneously the real estate market began to pick up somewhat. I mean it's not what it was, I don't know that it will ever be like it was before, but there was movement of lots in this subdivision. And from the Village's standpoint to allow the developer to proceed to sell lots knowing that he doesn't have sufficient funds to complete the project and then have another person occupy a parcel, build a house on it without having -- knowing that he doesn't have the funds to complete it wasn't acceptable.

We had moved in our breach notice to secure \$277,000 that was still in the letter of credit with the bank, so the Village took possession of that money so we'd have some certain funds to be able to carry on these improvements with. At that point as we moved on it became more than obvious that they were starting to sell lots at a greater clip. At that time we contacted counsel to find a way to bring some kind of closure or stop on this so we could stop the sale of lots. We had no guarantee that the proceeds from those sales would come back in the developer's hands and be able to provides funds sufficient to meet the developer's requirements rather than have that fall back on existing property owners. So with that I'll introduce Village Counsel Tom Camilli. He then took steps to on the Village's behalf to freeze those lots and put us in the best position we could get in to stop the developer from escaping from this project. Tom, if you want to describe what you did and a gap that I had feel free to jump in there, too.

Thomas Camilli:

Thank you, Mr. Pollocoff. Mr. President and members of the Board, for the record my name is Thomas Camilli, Jr. I'm an attorney with the firm of Godin, Geraghty, Puntillo, Camilli in Kenosha, 6301 Green Bay Road. As Administrator Pollocoff indicated my firm was engaged earlier this year as counsel on behalf of the Village of Pleasant Prairie with regard to this particular matter. Particularly my firm was asked to take certain action against Whispering Knoll, LLC and its developer John Barcelona with regard to the fact that the remaining letter of credit funds on deposit were insufficient to allow the full and complete construction of the public improvements.

My office in conjunction with Village officials sent out numerous notices and numerous demand letters to Mr. Barcelona. And, again, Whispering Knoll, LLC is, of course, the developer of the Whispering Knoll Subdivision and is currently the owner of the 13 unsold lots remaining at the

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subdivision. The Village engaged my firm to take whatever action it could under the law to try and secure the necessary funds needed to complete the public improvements. Ultimately Whispering Knoll, LLC as the developer of this subdivision is responsible for the cost of the infrastructure for the installation of the roads and for all of the public improvements.

Now the problem was, as indicated, time went on and Whispering Knoll and Mr. Barcelona were not putting up the necessary funds or additional funds that were determined necessary to complete all of these public improvements. So my firm sent out numerous letters, demand letters to Mr. Barcelona requesting either additional cash or an additional letter of credit to give security to the Village that the funds would be available to complete the public improvements. Unfortunately despite numerous requests on behalf of my office and also on behalf of the Village there was no response.

We subsequently became aware that there were efforts by Whispering Knoll to quickly sell the remaining 13 lots without any guarantee of any of those proceeds being paid to the Village to complete the public improvements. At that point my firm filed a summons and complaint on April 5, 2013 in the Kenosha County Circuit Court alleging breach of the development agreement between the Village of Pleasant Prairie and Whispering Knoll, LLC. And in that lawsuit filed in circuit court the Village alleged that Whispering Knoll breached the agreement by failing to provide additional cash or an additional letter of credit in favor of the Village to complete the remaining public improvements.

In addition to filing the complaint in circuit court we also filed a motion requesting what's known as a prejudgment writ of attachment. A prejudgment writ of attachment is a rather rare provisional remedy that allows a plaintiff to obtain a judgment upon certain property of Whispering Knoll prior to the time of judgment. And the Village was successful in obtaining a prejudgment writ of attachment from the court which resulted in liens being placed on the 13 unsold lots in the amount of the Village's demand. And the Village's demand was in excess of \$146,000 which was approximately the amount determined necessary to complete the public improvements. The court issued a writ of attachment on April 12, 2013, and the Village of Pleasant Prairie then obtained liens upon those 13 lots.

Additionally, the Village continued its action against Whispering Knoll and moved for a default money judgment. Whispering Knoll never appeared in the action and a judgment was entered against Whispering Knoll by the Kenosha County Circuit Court on May 16th of this year. And a judgment was entered in favor of the Village and against Whispering Knoll in excess of \$146,000. And the Village's judgment lien remains upon those 13 lots. It was our hope and the Village's desire to obtain the necessary funds to complete the public improvements from these remaining lots or from the sales of these lots which are owned by Whispering Knoll.

Naturally I don't think the Village takes this measure very lightly to have to consider special assessing all of the residents of Whispering Knoll. And I can say that the Village has taken every legal action it could to try and avoid this resolved. And, in fact, some of the action that was taken in court was very unusual and in some respects very uncommon to try and exercise the Village's rights to the greatest degree permissible by law and to protect the taxpayers, and that has been done. We have a judgment against Whispering Knoll, and we have judgment liens upon all of

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those lots. Unfortunately, as the Board may know, a judgment does not necessary equate to immediate payment by Whispering Knoll. So even though Whispering Knoll is obligated per court judgment to pay those additional amounts to the Village it has not done so.

What has also happened is in the interim the bank which holds the mortgage upon those 13 lots has begun foreclosure proceedings to recover those lots. Old Plank Trail Community Bank which is the holder of the mortgage upon those properties has commenced with foreclosure, and a judgment of foreclosure was previously entered in favor of the bank. Practically what that means is when Old Plank Trail Community Bank completes its foreclosure upon those lots it will recover title to those 13 lots, and the judgment lien and the lien of attachment that the Village had will be extinguished simply by operation of Wisconsin law. Because the mortgage of the bank is superior and prior to the lien of the Village by law the Village's lien gets extinguished, and that's pursuant to State law.

We have also appeared in that foreclosure action. We have filed what's called a demand for surplus which means that in the event that any surplus funds remain after these 13 lots are sold at Sheriff Sale the Village has a right to collect upon those proceeds as a subordinate lien holder. However, at this point the Village in my estimation has done what it can to advance the rights of the Village to hold Whispering Knoll responsible for what is a breach of the agreement and to attempt to collect the necessary funds from Whispering Knoll. And unfortunately that simply has not happened. And the Village is in a position now where it needs to go forward to complete those public improvements, and it needs the necessary funds to do so.

So while we have done and continue to do what can be done from a legal perspective, the funds still need to be acquired by the Village to complete those improvements. So that's where we are litigation wise at this point. I'm certainly happy to respond to any questions of the Board or any other comments that may be entered later.

Mike Pollocoff:

Thanks, Tom. That's a very description of where we were. The other thing that occurred while Tom has filed and gotten the liens placed on the lots or was in the process, the bank filed an injunction to stop us from being able to do it.

Thomas Camilli:

That's an excellent point. And I think it goes -- I think it further shows the efforts that the Village has done to try and advance its interests during the course of our litigation against Whispering Knoll. The bank attempted to intervene in our lawsuit against Whispering Knoll. And Old Plank Trail Community Bank and its lawyers filed certain documents with the court requesting the court to, in essence, quash the liens that the Village obtained on these lots. And the Village was successful in defeating that motion. The judge determined that Old Plank Trail Community Bank had no right to request the quashing of the Village's liens, and we were successful. Unfortunately what has happened, and as is the right of the bank to do, it's simply foreclosing its mortgages at this point. And what's going to happen at the end is it's going to be able to extinguish the Village's liens through that foreclosure process.

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Mike Pollocoff:

As Tom advised us there was a chance that that was going to occur. Our action wouldn't be able to stop them from foreclosing on it. But I think it was telling in the discussion in court the attorneys for Old Plank Town Bank indicated that they knew that there was expenses out there, they knew that the Village wasn't whole and neither were the homeowners. But they had indicated in open court that they felt that was something that the Village taxpayers should pay for rather than themselves. The judge didn't agree with that, and I think it helped him formulate his opinion, and he agreed with Attorney Camilli's findings. But that's kind of where we're at.

The bank other than that one attempt they made to quash our legal efforts is to minimize their exposure, and anything that can be put off to the Village taxpayers is going to decrease their loss. We don't know what the exact loss or where they are with their foreclosure. So we're at the point where we need to in order to get this thing built this year and have some certainty on the fixed cost is to get this done. And Mike Spence is going to describe the project in detail.

But before he starts that there's just a couple of overall concepts that I'm recommending to the Board that we follow in this process. The hearing, of course, will be taking place tonight. And there's no question that there is some groundswell of legal challenges that the property owners might be undertaking. The Village is still going to do everything we can to exercise our rights. But in a special assessment in the State of Wisconsin it's for a public improvement for benefitting properties. So we can only assess the people who will benefit from that improvement.

In this case there's two of them really. There's the road completion and the repairs it takes so that road can be completed, and at that point we'll accept the road. And that assessment is being based on a per parcel basis. If your lot is 60 feet wide or your lot is a cul-de-sac that's 40 feet wide or it's a corner lot that's 200 feet wide in essence you've got a road. Your best benefit to that road is you have access to your property. We don't limit where people can park where you can only park in front of your parcel. Everybody has access to the road. So for a street assessment that benefit is defined on a unit basis. The second assessment is for trees. In that case it's a unit cost. If you have five trees in front of your property those will be your five trees. If you get one tree you have one tree, and that's based on how many you have there.

But at the end of the day we have hard numbers for the bid. We're performing this special assessment based with hard numbers on what a contractor has given us for what he thinks is going to be done. Now there is contingency in there, and there's some allowable amounts based on when a contractor is exposing failures how much work they're going to do. Any assessment that the Village levies when it comes time to collect the money the only thing that we collect is what we spend. So if we don't spend \$378,000 and we spend \$350,000 we're going to bill for \$350,000. If there's through any kind of settlement or a negotiation or the bank comes back and says, Pleasant Prairie, we feel really bad about what we're doing, what's happened here, we'll give you some lots to sell and then you can use the proceeds of those lot sales to buttress the cost. Then we would take those sale proceeds, put them against the assessment cost, then whatever that number is would be the new assessment number.

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If some developers were to purchase the remaining lots and develop them and we could leverage and negotiate some additional funds from that sale or transaction to be able to reduce the assessment we'll do that. The problem is that some of those things construction will know what our savings are as the project evolves. If we have additional -- we haven't had any negotiations with the bank, they haven't negotiated with us at all. But we're going to reach out and try to get that to happen. If they do, if we could secure either a lot or some payment or whatever, then we'll apply that to the special assessment. If some other developer wants to acquire those lots and they're able to put the bank in a position where they have more money to be able to deal with this and that money is made available to the Village we'll apply that to the special assessment.

So we know that tonight the final number which is \$378,000 and change is the top. If for some reason we had to do more, we had to spend more, we would send everybody a notice and reopen a public hearing and say for whatever reasons we couldn't get it done and we need more money. In my 28 plus years here I think we've had to do that twice, and it was projects that had a lot more uncertainty than this does. This has some uncertainty, but as a public works project it doesn't have a lot of uncertainty. It just has a little bit. So in Mike's estimates as verified by the hard bids that were on there we've got a pretty good handle on what it's going to take to get this thing done. So we're anticipating we're going to come in under budget.

Are we going to be off by \$100,000? No because those numbers are generally right. If we can remove some of the uncertainty as far as underground work, if we have a really good contractor, and Payne and Dolan is the road builder in the State, they know how to build roads, we're not going to be out there fighting with them about how they have to do it, so our inspection time should be minimal. I mean things are going to line up that are going to help with the cost of this project. It's not going to take away everybody's assessment.

But in order to allow some time for this thing to get done and then make available any opportunity we can to bring more money into the project, the final resolution that the Board will be considering, Resolution 13-15 for the final determination of assessments, I'm recommending that the effective date be left open until October 1, 2014. And what that will mean is that by that time that gives us the better part of a year to allow some of these actions to kind of work their way through the system, see what we have. If we don't get anything with respect to more money everybody will know it and they'll be able to plan ahead for that expense. In October we would be asking the people who have this assessment if in the worse case scenario the assessment is the \$3,747 per lot for the paving, if they want to pay that all off with no interest come October 1st of next year they could do that. Or they could pay it off over a ten year period starting with their first payment in 2015, and it would be 10 percent of the principle, and the interest would be what the interest rate is now.

There's some legislation that was passed this year that modifies that. So we'll be taking a look at what bonds are at that point in time, and that will be the interest rate. Bonds today are between three and a half and four percent. I have no idea where it will be at that point. But they're probably less than nine which is what we were charging. So that's how this -- we wanted to be able to provide some room for both the Village and the residents there to examine their options while we get this thing built and get our costs fixed on this project so we know what we've got to do. And the Village assume the maintenance of this subdivision's road and improvements this

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fall. Get that behind us because as we wait this gets more and more expensive as time goes on for the cost of the materials and for the degeneration of the base course of asphalt there.

The subdivision is almost virtually at the 75 percent, close to 75 percent fill rate, so I think we can withstand the rest of the improvement that's going to take place on that road. Because I think there will be some other things evolving out of here. And it just gives everybody more time to work their options. If they want to sue us it gives them time to sue us. The provisions of the special assessment is you have 90 days from the date that the resolution becomes effective to bring an action in circuit court to overturn the special assessment. It's really not overturning it. You could have the court determine whether or not the basis that we made this determination of special assessment and how those assessments were levied could be reviewed and the assessment method might be modified, but not the fact that the assessment took place. So that would be their final option if they really felt that the Village had erred on this and that the taxpayers should pay for it.

So that's kind of the long view of where we go, and I think that it gives us some time to do that because there are some things that are legally not completed but hanging. And I think my counsel for the Board or my advice is to stop the special assessment and not award a contract for getting this done is just going to increase the price of the project. And if we end up in the same place a year from now where the Village still has to get this thing paid for and we end up with a special assessment it's just going to be more. I was taking a look, I think this project has probably grown by \$40,000 in a year, and we are doing probably more rehabilitation work on the concrete, but the price of asphalt is going up.

So before we open up the public hearing, and at the public hearing anything we talk about if people want to come up to comment or ask questions we'll be available. Before we do that I'd like our Village Engineering go through the special assessment, the scope of the project and what's involved in it and how he arrived at the determination of how the assessments are going to be levied and distributed as far as the proportion of them.

Mike Spence:

Thank you, Mr. Pollocoff. I have a number of slides here. Some of the slides the issues have been discussed and I'll go over them briefly. But what I plan on doing is giving a little additional background on how our infrastructure projects in the Village proceed and then also an indication of what work needs to be done and what we've done to assess the costs.

The Village, as was indicated previously, entered into an agreement with the developer back on March 22, 2005. Generally in the Village for a subdivision the public improvements are to be constructed in three phases, and that's to allow for settlement and as a result of construction traffic because the roads do take a beating during construction. The first phase of the project included the grading of the subdivision, the sanitary sewer system, the water supply and distribution system and that initial paving which was a gravel base course, and then also streetlight and street signs. These improvements were completed in 2005 and were paid for by the developer.

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The second phase of improvements includes then installing the curb and gutter. As I indicated the first phase is just gravel. Also some landscaping and then some grading compaction of the base course and then the installation of the binder course of asphalt which is what you have out there now. And then at this point some street trees were installed at homes or at lots that had homes built. But all the street trees weren't put in because generally that becomes an issue with driveways and potential damage during construction of homes. These improvements were completed in 2007 and were paid for by the developer.

The phase three improvements is where we're at now which includes raising the storm inlet frames. That's where the storm water goes. They need to be raised to the final grade of the final pavement. As Mr. Pollocoff indicated we need to replace the binder and the pavement areas that have failed over the years. I think you probably have seen the markings out there. And we did a thorough job of indicating where the pavement was deteriorated and what needed to be replaced. And then the last part is to install the remaining street trees. As indicated the money in the letter of credit was not sufficient.

Again, this is just some of the actions we took. Back in June, September and November of last year and again this year we were notified that the funds were insufficient. We notified the bank and the developer that the funds were insufficient. This is just an example of some of the documentation. We sent a breach letter back in July to John Barcelona, Whispering Knoll, LLC. And, again, at that time we indicated that there were insufficient funds. And as you can see toward the bottom we said to provide a supplementary letter of credit which, again, wasn't done.

Then back in November we also where they were looking at maybe trying to finish, again, as was indicated we were getting late in the year. This letter is dated November 2nd. We were getting into the end of the paving season. And, again, we wanted the owner to acknowledge and supplement the letter of credit which, again, he did not. And then as Attorney Camilli indicated we did take some legal action. And the bank has now commenced a foreclosure for our actions. However, at this point as indicated there are still liens on the property. But a bankruptcy would remove those liens. And this is why, as you can see, where we're at today.

In terms of getting into the details of what the assessment is all about, this is the actual special assessment map of the subdivision. As you can see, all the lots are indicated there. The gray area is the final paving of the roadway that will be completed as part of this project. The dots indicate the trees that need to be planted also. And then finally there is a sidewalk to be installed to the north there to go from the subdivision to the school right there. The improvements in more detail include the storm sewer and sanitary sewer utility repairs. Again, to make sure that all this infrastructure is to the quality and to the level that's acceptable to the Village we televised all the infrastructure there. So there were some issues in the storm sewer and the sanitary sewer that were identified, and these are all going to be fixed as part of this project. I mentioned the sidewalk, the final layer of asphalt and the street trees.

The assessment rate calculation is based on an actual bid cost. The paving and the repairs that I just referred to were all part of a bid document that was submitted for bids, and we received them on June 20th of this year. The total rate also includes a conservative tree installation cost, engineering and inspection services as well as a contingency. As was indicated it's our intent to

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have a conservative estimate that if anything it will go down. We don't want to have to come back and say that we still don't have enough money. We took all these costs, and I'll show you in a minute, we reduced those by the money that we do still have cash on deposit from the developer.

Then the final assessment will be based on the actual cost and not to exceed the approved assessment rate. I put an asterisk there because since the time that we sent out the notice of the assessment we have gotten in the estimate for the trees. And that was bid actually last week, and the low bid came in under the estimate which is \$18,635. You'll see how that affects the numbers shortly. As far as the rate calculation, and this was mentioned earlier, it is our belief that all the lot owners equally benefit from having access to the public road. Therefore we believe that the most equitable way of distributing these costs are on an equal share basis. And, therefore, the rate basis is based on a per lot basis within the development.

For the street trees we believe there's an individual benefit for each homeowner to have the trees on their property. In this particular case there's 54 trees that remain. The cost that was in the estimate that we sent out was \$19,373. As you can see the estimate that came in from the contractor is less. So the assessment rate for the trees is going to be based on a per tree basis for each lot.

As far as how the numbers work out for the assessment, for the final paving the \$379,000 and change, again, that's an actual bid number from Payne and Dolan. The engineering services number includes the staff time for inspection. It also includes construction services to have an inspector out there, again, to make sure the contractor is performing the work properly.

Mike Pollocoff:

That includes surveying and staking.

Mike Spence:

I'm sorry, that includes surveying and staking to get the grades for the road as well. That total ends up to be \$412,000. We did add a 5 percent contingency. So that's to cover any unforeseen items that might arise during the construction of these improvements. Then there is a small eyebrow part of the road there that is related to the Sunny Prairie development. So that money is going to come from that developer. Then we subtracted out as well, again, the cash on deposit. That's the money that we have from the developer, \$277,000 and change and less the interest that we've accrued on that money. So the final assessable cost is \$149,916.80. We divided that by 40 lots, and that is the assessment rate of \$3,747.92 per lot.

For the street trees, again, the original estimate was \$19,373. Again, we have engineering, we have to do the inspection, and there's a number of things and staking out where the trees go, that's included in that cost. And then we did put in a 5 percent contingency. So that total number becomes \$23,491.08 divided by the number of trees that comes out to \$435.02 per street tree. Now, the asterisk indicates, again, the low bid came in under the estimate. So it's actually

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\$18,635. So if you carry those numbers through the assessment for the tree would go down to \$420.68.

And, again, it's important to note as has been mentioned the assessment won't be more than what we've given you. Again, we've tried to be conservative and include contingencies. And as Mr. Pollocoff indicated we're looking at other areas to hopefully reduce this. But it's just important to know it's the actual cost that will be assessed. So we will be monitoring the construction and the engineering costs to make sure that they are less than the assessed amount. That's all I have.

Mike Pollocoff:

With that, Mr. President, I'd recommend that we open up the hearing.

John Steinbrink:

With that we will open up the hearing. We'll open it up to comment or question. We ask that you give us your name and address for the record and use the microphone. Jane, was there a signup sheet?

Jane Romanowski:

There was a signup sheet. And following the meeting rules, as there are more than five speakers tonight for the public hearing, there's a time limit of three minutes unless the Board agrees to extend that time. So the first speaker is John Borkovec.

John Borkovec:

Good evening, John Borkovec, 10837 45th Avenue, Pleasant Prairie, Wisconsin. Mr. President and members of the Board and other supporting members, thank you for the work you've done for us on our behalf. We realize this is quite a complicated thing. I'm standing here as somewhat of a representative for our group [inaudible] because I met with Mr. Pollocoff. Thank you again for your recap today. It lent clarity to me on some pieces that I was missing. I think we came in [inaudible] to you due to the fact that we felt that the amount of time that we've had to even absorb what was going on [inaudible] and per our meeting together hoping to get some kind of a time delay to this and appreciate your recommendation on the effective date of this assessment [inaudible]. At least that would give us some time to examine our options.

I think on behalf of some of the other folks that are here, and I'm sure a couple others will be speaking, but effectively for the existing homeowners we feel that we're kind of like that farmer who paid for his improvements and he's getting hit up again. And feel that we paid this money in already, why is it we have to pay for it when these delays weren't necessarily related to us. On a person basis I question whether or not perhaps there was some level of greed I guess is the word to use on trying to delay things because if they didn't get the dollars that they wanted to they maybe could well have hit the 75 percent to satisfy their [inaudible] to getting the completion [inaudible].

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Secondly, as homeowners we negotiated our purchases with the assumption that all these roads were going to be completed as per the agreement with the developer. There's some other points to make regarding some of the way the allocations are created. And I understand the benefit to all concept and equally spread across to the point of having already paid in. Further more we look at some of these points as a matter of fact that Sunny Prairie area that they're able to have a \$4,300 assessment from two different lots which will be using our subdivision to gain access to their lots. They're being assessed \$4,300 total, why would this not be a 42 lot issue. They already paid in, right? Well, so did we, and I think that's the position of our group as well.

The other point that I wanted to bring to the table was regarding the letter of credit and the whole concept, and I don't have clarity on this so forgive me if I don't say it quite right. But the point of the letter of credit not being adequate if the developer came to the Village and says we can get it done, is it not the Village's right to say, well, we hold the inspection card, and we either approve your work or we don't. So in that light why is it that the Village was able to say we don't believe you that you can get it done for this amount of money per the letter of credit. So I think that's one of those looming questions that we have.

Besides that thank you again for the work you've done, and really more than anything I think that [inaudible] offered to delay the effective date of the assessment to 2014 [inaudible]. We want to do everything we can to help you folks gain what's right from the developer for all these things that are affecting all of us. I guess we're [inaudible] together as a team so thank you.

John Steinbrink:

Thank you.

Jane Romanowski:

Keith Rishel.

Keith Rishel:

Thank you for helping us out [inaudible].

Jane Romanowski:

Name and address for the record please.

Keith Rishel:

Keith Rishel, 10731 44th Avenue.

Jane Romanowski:

Thank you.

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Keith Rishel:

I hesitate to speak [inaudible] I have a hard time expressing myself and my feelings [inaudible] differently. But I gather that from talking to other people that some people at the Village may not believe that we are concerned about this. That's not the case. We are all very concerned about it. Some of us are [inaudible] and we bought this property eight years ago, now all of a sudden the property is at half the value. In that process of eight years now some of us have taken us significant pay cuts so we're in survival mode. We're wondering how this assessment is going to affect us in the future, how we're going to pay for it. Some of us don't have the opportunity to take off and make calls to the Village and come to the Village and look at documentation. So, again, we're in survival mode. So I just want to make certain that everybody is aware that this is the case, that we are all concerned about this and how this is going to get paid. WE all agree it has to get done, but we do agree that we are all [inaudible]. That's all [inaudible].

John Steinbrink:

Thank you.

Jane Romanowski:

Amy Lowry.

Mike Pollocoff:

The mic is not picking up.

Amy Lowry:

Amy Lowry. I'm at 4405 107th Place. We've done a lot of talking tonight about the paving of the lands, but I'd like to talk a little bit about the trees. We are the most recent house to built out in Whispering Knoll. We just finished our construction in April. Back in July of last year we actually when we were negotiating our purchase of the land we asked Whispering Knoll to install the trees on our own. So as part of the negotiation process we called the Village and said, okay, we're wanting us to do this. What's it going to cost us, how many trees, the varieties? We want to know what's a good negotiating factor here. At the time we were informed that the duty fell on the developer and that we could not include it in the contract.

As a result we ended up paying more for the land. So we're feeling I guess particularly misled in that where we were told that we could not use this as a negotiating factor we're now having to pay anyway. And we had waited to reach out to the developer asking when the trees were going to be installed. We just recently had our driveway put in towards the end of June. And then I received this notice of special assessment. And so we reached out to the developer anyway, and we're told that he could not speak to us because that's what the bank directed. And so we feel a little bit that our ability to move forward was hindered by the Village's actions in the lawsuit and in administering this special assessment. And so we were not given the opportunity we otherwise would have to work this out and negotiate with the developer to try to get those in anyway.

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It's \$2,600 so it is substantial. We're on a corner lot so we have six trees. We do feel we're in a little bit of a different position than maybe some of the other homeowners who have trees yet to be installed. I do have our contract here that explicitly says seller shall install all required parkway trees. I also have documentation of the discussion with the Village and that we were told we couldn't use it as a negotiating factor.

So at this point we still feel there's some questions unanswered on how we're going to work out in this situation when we're between a lawsuit with the Village and a developer who may be or maybe not would have followed through with the contract that we signed with him. I've since spoken with Mr. Spence on Friday and he was very sympathetic and offered his condolences in helping us through and his assistance, and it was much appreciated. So thank you for your time on Friday.

Today I spoke with Ms. Kuzma at the bank and was simply informed that the Village had a letter of credit which was intended to cover the trees and they could do nothing further to assist us. So I don't have a lot to say besides other than I'd like you to take that into consideration when we felt we were protected because we had negotiated specifically in the contract based upon discussions that were had, and we are now left paying for it anyway after paying addition for the lot. So thank you very much for your time.

Jane Romanowski:

Kenneth Wilson.

Kenneth Wilson:

Thank you, good evening. My name is Kenneth Wilson. My address is 4470 107th Place. John already expressed some of his concerns and some of the residents' concerns around the assessment process. He already raised the Sun Prairie one so I won't address that. But one of the things I think the residents feel very strongly about is those residents who are already in the subdivision have already paid, and I think that's been said already this evening. And we would like to understand if it's possible to burden the open lots. And really the goal of burdening the open lots would be that it puts the emphasis back onto the bank which is all of our goal, both the Village and the residents. In that way it wouldn't burden new residents coming in because those lots would be sold at market value. And if the bank could recover the assessment fee through selling of the lots at market value then I think everybody would be happy with that. More than likely, however, the bank would have to absorb some of that assessment because of the market value today. So we would like you to consider when reviewing the assessment to burden the open lots rather than equally across all of the lots. Thank you.

Jane Romanowski:

Tim Wilson. (Declined to speak) Brad Santeler.

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Brad Santeler:

Hi, I'm Brad Santeler, 10798 45th Avenue. And most everything has been said so I'll be brief not to belabor it. But I have two sort of areas of question. I guess one's a question and then one is a consideration. So the question part is as this has unfolded over the period in looking at some of the documents it appears that there was a five year stipulation or 75 percent of the lots. So at some point it would be helpful to understand what happened with that five year incident and why that wasn't appropriate in terms of them doing the paving hindsight being 20/20 I guess, but we're not at 75 percent now. And so what could have been done potentially at the time we find ourselves in the same position of not being completed lots. So that's sort of an observation I'd like to understand.

And just to again repeat two things around the assessment. One is if it an equitable assessment the question is is Sunny Prairie getting its equitable share, too. I would like to understand the dynamics there. And then second as both now John and Kenny have suggested if there was a way to put the burden of the assessment on those unsold lots it seems like it would replicate the spirit of the lien which was on those lots as opposed to burdening the current taxpayers. Thank you.

Jane Romanowski:

Edwin Martell.

Edwin Martell:

Edwin Martell, 4416 109th Street, Pleasant Prairie, Wisconsin. As I listened to my neighbors I was writing my question. And I guess my take on it, and once again it goes back to the empty lots, why couldn't we -- since we already paid, those of us who already live there we already paid into this road improvement as part of the original price of the home, so by paying again we're paying twice. So why couldn't we apply the same concept to the empty lots? So in other words since we already paid we pay it again so that's twice. So then for the empty lots use the same concept. Just take a number and multiply it by two. Once again just a suggestion. Okay, that's all, thank you.

Jane Romanowski:

Chris Maze. Jeff Rodriguez or Christina Rodriguez. (Declined to speak)

John Steinbrink:

That's the names on the sheet. Anyone else wishing to speak on this item? Yes, ma'am? Microphone, name and address.

Gail Reinhardt:

Gail Reinhardt, 10731 44th Avenue. I want to know what you're going to do in the future to prevent this from happening. I understand this is something that's happening all over the country

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due to the real estate crash. I've noticed and I've read articles where a lot of the western states now have instituted when a new development goes in they will take part at the closing a sum that would be put into an escrow account to be used if the development is not finished properly. And I want to know if you're going to institute something like that or are you considering something because this is very, very costly. We have had three foreclosures in our subdivision already, and we don't know how many more may happen because people can't make their bills. Thank you.

John Steinbrink:

Thank you. Anyone else wishing to speak? Yes, ma'am?

Kathy Borkovec:

Thank you. Kathy Borkovec, 10837 45th Avenue, Pleasant Prairie. So thank you again for all of your time this evening. I just wanted to review and thank you for your thought that was mentioned in the Kenosha paper, and that was of the three lots, a potential for three lots to pay for this assessment. So, again, not to expand on that, but please consider that. Thank you.

John Steinbrink:

Thank you. Anyone else? Yes, ma'am?

Milagros Victor-Butzen:

Hi, Milagros Victor-Butzen, 2825 11th Place, Unit 706. We're currently building on Lot 1 in Whispering Knoll. I guess my question is if we were to do the special assessment for \$3,747.92 and the lots remain unsold for the 13 lots that are outstanding, would we have to make up that loss which is about \$48,000?

John Steinbrink:

Thank you. Anyone else? Anyone else? If not I'm going to close the public hearing and open it up to Board comment or question. Mike?

Mike Pollocoff:

There are some good questions out there tonight, and I'll answer all of them if I can. Mr. Borkovec and someone else had brought up the question about the Sunny Prairie assessment. If you think back to Mike's presentation I believe it was \$4,339 is what Sunny Prairie -- on the assessment schedule that's listed as their contribution. They had given that money to the Village prior to knowing where we were going to be with this project. That was money from their development agreement that they completed. So once they had their work done and they had the remaining funds left in the letter of credit they provided that to the Village for completion of these improvements that we're talking about. But at that time, not unlike you, they didn't know it was going to cost more.

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But what the Village is doing with Sunny Prairie is we already have \$4,300 of their funds. And if you look, you all know where it is, it's between Lots 36 and Lots 34. They'll have a special assessment to make up the difference between, it's roughly \$1,900 between the \$4,339 and what the \$3,747 is. So they'll have to pick up that. That will be a separate special assessment hearing that they'll have. So they will have to pay. That will reduce the total number of \$1,900, \$1,937 I believe it is. So that will be paid.

One of the questions that wasn't asked but it relates is on 43rd Avenue. The people that live on the east side of 43rd Avenue weren't assessed, and they weren't assessed -- kind of if you think back to what I was saying is once you get a road, you have a road and you're using that road, we don't come back and assess you for putting another one in. And back when Whispering Knolls was constructed the lay of the land looked a lot different than it does today. There was a significant amount of grading that had to take place in order to get that -- if you think back if you were to stand on 43rd Avenue and you look west Whispering Knolls climbs in elevation.

And what we needed to do or what the developer needed to do in order to get the grades to work there and get drainage is they had to completely change the grades along 43rd Avenue on both sides of the street. So the people on the east side of the street we basically used up almost all their right of way that they have so they lost sections of lawn and terrace. Because the road that was there before was off centered some and it was a lot smaller. So they don't get billed. I mean the fact that the developer needed something to make his development work was an improvement the developer had to make because it didn't benefit them at all because they already had a road. What they were doing was the developer was making an improvement on their property so he could get drainage to come away from the property onto the street and then the storm sewer. So that can't be assessed either.

The other question is I believe that John brought up was could they have done the work under the letter of credit earlier. We did go back and forth on this. The Village builds a lot of roads every year and we've been doing it for quite a while. And what we want to be able to do is make sure that once that road construction takes place and they're in the middle of it if they don't have enough money that's almost a worst case scenario. Because then you have the road demolished in sections, you have manholes that might not be set. The catch basin inlets that receive the water might not be set, so to start that project out the developer said he could do it under his existing letter of credit. We didn't think it was possible to complete it just based on what the cost of materials were. And the contractor if he has to do more work than the money's there he'll stop or something is going to happen.

So at that point it doesn't help anybody to get the project three fourths done and not have it completed. Because the thing that won't get completed is the final lift of asphalt. So you could have the underground improvements made, you could have some of the catch basins squared away, but if you get to the point where you don't have enough money and you can't complete the project then the last thing that happens is the top course doesn't get it and you're right back where you started from.

We used sound engineering. When we price out a project we just don't say what we think it's going to do. We look at actual bids that are going on every day and we review what other

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municipalities, what other people are paying for asphalt work, for grading, for storm sewers all that stuff because it's an evolving market. If there's a lot of work out there the prices get a little higher and it gets competitive. If there's not a lot of work out there then the prices will stabilize or sometimes come down. So it's not just we don't look at this in isolation. We look at what the current marketplace is for the construction business to come up with our number of what it's going to take to do it and that's the number we're using.

If the developer is telling us a different number God bless him if he thinks he can do it, but at the end of the day when they look at their contracts and they can't carry it on then they have to come up with more money. If they're already telling us they can't enrich the letter of credit we don't want them to start down a project or down a road where they can't finish it. Because then we're all going to be back here trying to come up with money again, and we won't have much time to get it done.

In respects to Keith's comments how will this assessment be paid, I think we pretty much described that. We're sensitive to the point that this is not the ideal economy for anybody. Even if you haven't been taken pay cuts or you still have your jobs \$3,700 is \$3,700 that you didn't plan on paying. We're somewhat limited by -- if the public is going to stand behind that improvement and accept it it's got to be paid for. The best thing we can do in this instance is to stretch out that time on the front end so that you know it's coming. And we've exercised every tool we have to make sure we can bring whatever resources in to make you the residents and the Village as whole as possible so we're not having to pay most of that. And the best thing the Village can do is use that extra year to effectuate what we can.

We realize that it's a burden for anybody to have to pay this especially when you've already paid for it. Everybody here at the dais understands full well that you guys have already paid for this. I mean it's not like you got a deal and you didn't pay for it, you did pay for it. That was the give in your lot. But we're prohibited from using your ability to pay as a basis for how we determine what the costs are. The State law says we really have to determine what you pay based on the benefit you receive, not how much you paid. It's not a social work project, it's a public works project, and it has to be a direct connection between what you receive as an improvement and what you have to pay. Those things should be equal for everybody whether they can afford it or not or whether they want it or not or whether they thought they were going to get it. It has to be the reality of the numbers.

Mrs. Lowry for your trees, I can understand your frustration. All I could tell you is that when we put a developer in a development agreement and we require that he makes those public improvements we put that in an agreement that's recorded. We take the money from him in the letter of credit that he's got money set aside to pay for it. And we record that document in the Register of Deeds so that any real estate company, any mortgage company, an attorney, anybody that looks at what the recorded obligations are for that developer and what he has to do to perform to be in compliance is there for everybody to know.

What we don't let people do is cut deals in between and outside of that because, one, it's impossible to keep track of because your agreement that you make with the developer isn't recorded with the Village. We have no knowledge of it unless we decide to run down there for

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any reason and take a look at it. What we want to tell everybody when they buy a lot is we've created this plat for you to be able to buy a lot, and in the creation of that plat the developer is committed to pave the roads, put the sewer, the water, the storm sewer, the curb and gutter, trees, everything in and that's going to be done. And he's prepared plans and specifications that we've approved, they've set a letter of credit aside to be able to pay for it, and this is all in place.

I'm distressed that the bank told you what they told you, that the letter of credit was in place because they know full well the letter of credit isn't sufficient. They've been dodging from that, they've been hiding it, and they've been doing it to the detriment of the Village, and they've been doing it to the detriment of people that purchased a lot from the developer and that they're standing behind. I can't say anything that's more despicable about that than what took place, and they owed it to you to give you a better answer that said, yeah, there was a letter of credit but it wasn't sufficient. And our developer made an agreement to do it and he should be standing behind it. And if we need to put another \$1,000 or whatever the number is to make you feel good they should have did it. I think that's only good business.

Maybe I'm being unsympathetic for their need to achieve a profit or a goal. But on the other hand if you're going to be in the real estate business and the development business your word must mean something, and it's got to be meaning to get something done. I'm sorry that's happened. We don't want to be the one to tell you you can't do what you want to do, but I think to be fair and honest with everybody that's what we expect a developer to do when they sign up to do an agreement. We're not going to let somebody develop land unless they meet all those requirements.

For Ken Wilson and Ed Martell and for someone else who says why can't we assess the open lots. If we could assess the remaining lots that haven't been sold for this development for the cost of the improvements we'd have done that in a minute. And that's really what Tom Camilli was describing when we put the lien of the properties. We put a lien on those lots so they couldn't be sold until this thing got resolved. On a special assessment we're governed by law and case law that says everybody who benefits from the improvements, whether a good guy or a bad guy, where they're from or who they are doesn't matter. The fact that they own property and they received a benefit they get assessed. The fact that the bank is going to pay 13 assessments on this they're going to have to pay that there. The majority of them are sold is going to go to you and I can't change that. The Board can't change that.

I can guarantee if we redid this assessment and levied it just on the open lots the bank's attorney would take us to task and we'd be right back where we started from where we'd have to hold another hearing because that would get tossed out in a minute. We would like to be able to do that but we can't do that. It's just not possible.

For Gail's question what are you doing to stop this from happening in the future, one of the things is there was a point in time in development where developments were happening so quick we actually had a hard time getting the improvements in fast enough. Development would be at 75 percent, and we would be struggling to get the second year improvements while on the final improvements. Well, I think the new norm is that's not going to happen. In fact, it's probably going to be quite a while before we see a plat where someone wants to divide land and make

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improvements. What we are going to do is say we're coming up with engineering plans and requirements that require a developer, as I said, to put in all the improvements in the first year. And they're going to be of substantive quality and strength. We're going to go away from asphalt roads and we're going to go to concrete roads. We're going to use asphalt to seal it and not be the primary use of it.

And we already have really tough standards on sewer, water and storm sewer. I think that's going to do two things. One is if a development takes a long time to be developed and built out, the improvements are going to withstand the construction weight and traffic that occurs on that. And, secondly, that short period everybody's costs are going to be known really fast. That thing is going to be done and the number is the number. I think for the Village and for people who are going to buy lots in the future that's the best thing they can do is instead of having this thing drag out over time because we're trying to protect and improvement that's not meant to take a lot of heavy equipment, we should put the improvement in the way it's meant to handle and be able to handle it.

This last year we paved a road and just put a surface coat on a road in LakeView Corporate Park. The busiest road in Pleasant Prairie is 95th Street between H and Highway 31. It carries semis, tankers, tons of cars, it's the busiest road we have. We put it in 20 years ago, and last year, and it's one of those roads that's eight inches of concrete on eight inches of stone with an inch and a half of asphalt on it to kind of seal the concrete to water doesn't get in there and damage it. When we took that inch and a half of asphalt off, we milled it off, we had two cracks in the road that needed repair. That's almost a mile of road. Outside of that that's all we had to do. That road was in perfect shape. So just for us seeing is believing that if we put the more expensive road in in the first place it will last. It will hold up. If it can hold up to concrete panels being delivered to building out there and what have you it will surely hold up in a residential subdivision.

On the five years or 75 percent that Brad talked about, the thing that stops us from paving a road before it gets close to 75 percent is the fact that you'll end up rebuilding that whole road. Even now with the damage that's been done on the road right now, we're not ripping out all the asphalt. And if we start earlier where we do allow that to happen it just damages the road more significantly. I don't know, Mike, if you have a percentage of how much of the road we're going to be removing as far as the asphalt?

Mike Spence:

I don't have the exact percentage, but it was a pretty big amount. I don't have the exact number, but if I had to estimate I'd say 20 or 25 percent at least.

Mike Pollocoff:

Okay, so if we were to do that earlier that amount would be smaller. I mean there would be less damage at that point. But the problem is you'd have your final course of asphalt on there and your road would be beat to hell because all those trucks would just make it look terrible. We had a subdivision that we approved back in -- well, it was originally platted in the '50s. It was actually built out in '90, and we allowed the developer to go in and do his final paving early. It's

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the Green Tree Estates Subdivision. It's over off of 39th Avenue and 125th. And you drive on that road today and we need to rip that entire road out. We need a complete redo. And that road was destroyed, and those were small houses in there, they were like 60 foot wide lots.

That whole road was destroyed because there was a lot of houses left to be built when the final lift of asphalt was on. So it was all done, it looked good for a couple years, and then it just slowly deteriorated. It's all alligatored. It's hard to find a piece that's much bigger than six inches without cracks around it. And that's why we wait as long as we can before we put that lift on there. And in just five years in reality means nothing. It really depends on what kind of trucks and how often and when are they going over the road. It's the percentage of lots that are done that will give you some comfort that you'll be able to withstand additional traffic on the road.

The other thing as far as what we can do in the future, one of the things we were looking to do that we do in Pleasant Prairie is we prequalify contractors. We won't let anybody bid on our project unless we know they're experienced, they've done the work similarly, they've got professionals on staff that know what they're doing. They've got the financial strength to complete a project from beginning to end, and they have financials that show that. And they're not in court regularly because their work is so bad that they're being sued for failure of the work. And we were looking at prequalifying developers. And this developer is a perfect case of somebody that should be prequalified. And I would still like to be able to do that. But in the last legislative session in Wisconsin, Wisconsin legislature prohibits municipalities from imposing any restrictions on realtors, any qualifying or regulations on realtors. And that's what developers are, in essence they're realtors.

So what we were working on as far as plans to be able to prequalify a developer to see if they had the financial strength and the experience to do that we're not able to do that anymore. That's been taken away from us. So I'm really at a loss to be able to figure out how we can separate a good developer from a bad developer even if we know they're a bad developer. If they comply with all the laws right now the State is saying you have to let them go. So that can't be regulated locally anymore. I hope I addressed all the comments. If you have any questions.

Michael Serpe:

Mike, you did a fantastic job explaining the whole process. I don't think we have a representative from the developer her or the bank, do we? I can certainly understand why. Mike Spence, the time of the project how long is it going to take to get this done?

Mike Spence:

The construction will be done by this fall. Depending on what happens tonight we're prepared to award the contract to the paver. And I would envision the paving to start probably within a month.

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Michael Serpe:

By us adopting this resolution tonight it's certainly not going to stop Mike and Mr. Camilli and Mike Spence and our department heads from further trying to resolve and get more money put into this project. And what Mike suggested that the final determination be in 2014 with final payment in 2015 gives two years of hopeful successful negotiation with the bank and the developer to bring more money into this to reduce the assessed amount.

Mike, what you said tonight disturbs me greatly that special interests can go to our legislators in Madison and create laws that benefit them at the expense of the taxpayer. And that just upsets me to no end. The every day people like all of us here don't have enough money to give the legislators to get special interest legislation and the big boys do. And they get the laws passed to benefit them. It's upsetting. It's very upsetting.

Clyde Allen:

First I want to thank everybody for coming and making their voices heard. A lot of good points, excellent points, excellent questions. The one that struck me the most was, Mr. Rishel, everybody is in survival mode, absolutely. What happened to the economy, what has happened not only affected the developer but it's affecting you, affecting us. These are not the kind of decisions we want to make. They're not fun, they're hard, and as some of you say they're not fair. Understand but your hands are tied sometimes. There's nowhere else to go. But I have all the faith in the world that Mike and our attorneys will do everything they can to pursue other avenues of funds to lower the assessment. Thank you for the presentation, Mike. Thank you.

Steve Kumorkiewicz:

Thank you, Mr. President. Thank you everybody for being here today. We are well aware of the situation. Many times it's hard to understand how the government works. Mike here and the staff are doing an excellent job in getting all the facts together as they were presented here tonight. Unfortunately, as Michael says, Mike Serpe, too, Madison is passing more and more statutes that doesn't benefit the residents. They work against the residents' and the municipalities' interests and that's a typical example that we cannot control who can build here. They have [inaudible]. So our hands are tied. What Mike presented here tonight is as best as it can be presented to anybody in this situation. So there's not too much left to say about that. We don't like it but we don't have any choice. That's all I can say. Thank you.

Michael Serpe:

John, I would make a motion to adopt Resolution 13-15 with the final determination in 2014 and final determination with payment in 2015.

Steve Kumorkiewicz:

Second.

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John Steinbrink:

Motion by Mike, second by Steve. Is there any further discussion?

Michael Serpe:

One other thing. Thanks for your professionalism in approaching the Board. It doesn't always work that way believe me. Thank you.

John Steinbrink:

I just want to add, as they've said before, thank you for coming. As Mike said this is only the second time we've dealt with this, and it's no prettier than the first time we dealt with it. Unfortunately everybody's out there to make a buck for themselves, and they really don't care about you I guess. But the Village we try and look out for you. We try and do whatever we can do but we're limited. And unfortunately when Madison makes laws that makes it even harder for us to protect you, to work with you, protect all the Village residents that gets very frustrating to us because we know somebody bought their favor. And I'll just say it, somebody bought their favor so they could financially benefit.

Over the years the Village has always been known as the hard nose with developers because of what we do and how we protect our residents. And over the years little things have been put in place to take away from us the powers we had to protect the residents, whether it's your cable TV or the situation you're in today, and it's frustrating. And I commend the Board and the Village staff for what they do because unlike the politicians in other parts of the country, and I hate to use the word politicians, I enjoy working with a group of people that really looks out for their Village for the people that live here to provide the services and provide the honest government you deserve. And as Mike said we're going to do everything legally possible, and the attorney working with us, to minimize whatever impact there is and hopefully there wouldn't be an impact if the developer and the bank would do the right thing here. There is resolution to this, we just need cooperation. So with that we have a motion and a second.

Michael Serpe:

One other thing. The Clerk just brought something to my attention. November 1, 2014 determination, is November 1, 2015 final payment?

Mike Pollocoff:

It will kind of be up to the decision of the property owner. They'll be able to make a decision prior to November 1, 2014 how they want to pay for it. If they decide to finance it in ten equal installments that first installment would show up in 2015. That would be their time for their first payment.

Michael Serpe:

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The date being November 1st?

Mike Pollocoff:

No, it would be January 31st. So it would show up on your property tax bills as a separate line that says special assessment streets. And then when you pay your property taxes that one tenth payment and interest would show up on that line. So it would be in '15. You could pay it off at any time. If you advance it over ten years and you decide after one year I'm going to pay this thing off you can pay it off with no interest penalties.

Michael Serpe:

Mike, a clarification on this. November '14 and January 31 of '15, okay.

Mike Pollocoff:

Isn't that right, that's when the first specials are due? Yes.

Steve Kumorkiewicz:

Another clarification. And the rest of them have the right to [inaudible].

Mike Pollocoff:

One thing we encourage people to look at if, in fact, this thing kind of lands down and people are going to pay for it, some people when we've done assessments over the years for sewer and water and what have you they've just done a home equity loan and paid us off since that typically you can deduct that off your taxes or do it that way. Or you can pay it off with us. Under the new rules the interest will be about the same typically for what you'll get a home equity loan versus what we're going to charge you. I'm not a tax person to know what the impact is on your income taxes. I think it's different for everybody compared to where they are. Those are things you might want to look at over the coming years just how you want to deal with that.

John Steinbrink:

Motion and second. Further discussion?

SERPE MOVED TO ADOPT RESOLUTION #13-15 – FINAL RESOLUTION AUTHORIZING CONSTRUCTION OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY WITH THE CONSTRUCTION OF FINAL PAVING FOR THE WHISPERING KNOLL SUBDIVISION – PAYMENT OF THE ASSESSMENT IS TO BE MADE IN FULL BY NOVEMBER 1, 2014 OR PLACED ON THE TAX ROLL WITH THE FIRST INSTALLMENT DUE JANUARY 31, 2015; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

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John Steinbrink:

Once again thank you for coming out. John, you were kind of the representative I believe. We'll be keeping in touch with John to make sure you're up to date on what's happening. If that's okay that may be a little easier maybe.

Mike Pollocoff:

We'll set up a link on our website where we post some documents on things that occur. So rather than having to run down here and pay for copies we'll try and keep that current. We won't try, we will keep it current for you so you can look and see where we are at any given point in time. If you have any questions after you look at that by all means give us a call. And we'll send out a letter with the link on there so you'll know where to look.

6. CITIZEN COMMENTS

Jane Romanowski:

Mr. Hayden signed up, but Mr. Hayden you'll speak when your item comes up on the agenda, okay? We'll wait for your item so we can discuss it all at once, okay? There were no other signups under citizen comments.

John Steinbrink:

Anyone else wishing to speak under citizens' comments? Anyone else wishing to speak under citizens' comments? If not, I'm going to close citizens' comments. And before we move onto the Administrator's report we're going to take a five minute recess.

[Recess]

7. ADMINISTRATOR'S REPORT

Mike Pollocoff:

I've said all I care to say tonight.

8. NEW BUSINESS

- A. Receive Plan Commission recommendation and consider Ordinances #13-27 and #13-28 to rezone the property at 7804 Cooper Road from R-4 (UHO) Urban Single Family Residential District with an Urban Landholding Overlay District to R-4 (UHO) (PUD), Urban Single Family Residential District with an Urban Landholding Overlay District and a Planned Unit Development Overlay District to create the specific PUD District zoning regulations for the one (1) single family home development of the property.**

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Jean Werbie-Harris:

Mr. President, this is a request by Mr. Tenuta and his wife for their property located at 7804 Cooper Road. They are requesting a zoning map and a text amendment this evening. And they are requesting to modify that zoning from R-4 UHO to R-4 UHO PUD. Primarily this is a situation where there was one single family home on the property. That property house was razed. They're looking to build a brand new single family house on this particular property in that R-4 District.

And what they're requesting is because this is such a large property, 30 plus acres of land, they're asking for some consideration with the planned unit development in order to increase the number of accessory buildings on the particular property. As the typical R-4 District only allows for three accessory structures they're requesting up to six. Again, they've got over 30 acres of land, most of which is wooded. And one of the other specific items within that PUD is they are looking to have one of those accessory buildings or structures, a garage, to be up to 6,000 square feet. And this garage as shown on the screen would be located to the north/northwest of the existing house or the proposed house that they're looking to have.

Just looking back one minute, with respect to the placement of the garage, again, this is all wooded to the north, and there's trees and woods along to the west, to the south, and a lot of them up front. Where they're looking to place this proposed 6,000 square foot garage you'd barely be able to see it based on all the other environmental amenities on the particular property.

So specifically this is a matter that was before the Village Plan Commission at their last meeting. Again, they're looking for a zoning map amendment to add that PUD provision to their property. They're looking to have up to six accessory structures. They are looking to have the largest accessory structure be 6,000 square feet. They have agreed to comply with the requirements as set forth by the fire department with respect to sprinklering this particular building and putting in early warning detection systems so that a building of this size has the adequate protection from a municipal fire protection standpoint.

Two other items that they're looking to modify is that typically a swimming pool is not put into the street yard. Sometimes it's put in a rear street yard. In this case they have a front and a rear street yard, but they may want to put a swimming pool in. And we are under these provisions allowing that it could go in the front yard no closer than 100 feet to Cooper Road. Again, I'm not sure that they're entirely interested in doing that, but we wanted to outline that possibility for them.

And then finally there are some historic stone pillars that were at the front entrance of their driveway on Cooper Road. Based on their need to widen that driveway to be able to get construction vehicles and other vehicles in and out of their property they are looking to modify and they may need to reconstruct those stone pillars. And if they do that they are looking to do them at the same height which is at least six feet, where our typical fence or hedge or entrance monuments are only four feet in the street yard. And then they'd also like to be able to reconstruct them just inside the right of way.

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One of the situations is typically we have not allowed for any type of fences or stone pillars or anything like that to be in a right of way unless an indemnification is signed by the particular property owner. And we'd added some other provisions, for example, it cannot impact in any way the Village public works efforts in snowplowing and maintaining Cooper Road. And we need to make sure that it's not going to be an issue or concern or problem for any future potential widening of Cooper Road when and if that ever does happen. It's really considered more of a rustic road for the Village.

So I'm just going to scroll through a couple more of the slides that we had. These are views of the garage, again, that would be located northwest of the house. Any building over 3,500 square feet would have to be serviced with fire sprinklers. That's in the PUD provisions. It's the community benefit that has been defined as part of the approval of this planned unit development for this particular property. And then this again just shows the two views in different directions. And that's it, Mr. President. If there's any questions. The PUD does specifically outline some of the requirements for various sizes of accessory structures, this size to this size and these setbacks. And that language really has all been brought from the existing zoning ordinance, but we just put into the PUD as a reminder of what those regulations would be.

John Steinbrink:

Thank you, Jean.

Michael Serpe:

I think it's going to be beautiful for that area. The Zirk property was nice to look at for years, but if you got up close to it it wasn't that pretty. This will be a very nice development. I move approval of the zoning map and zoning text amendment Ordinance 13-27 and 13-28.

Clyde Allen:

Second.

John Steinbrink:

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

Monica Yuhas:

I would just to say at the Plan Commission meeting you saw a lot of the neighbors and residents turn out in support of this project. And that just goes to show you that everyone in the neighborhood is in favor of it. It's a well thought out plan. Welcome to the Village, Chris.

John Steinbrink:

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And this is a great piece of property, and I don't think there could be a better use for it than what you're doing with it. So we're excited about it and hope everything goes well. With that we have a motion and a second.

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCES #13-27 AND #13-28 TO REZONE THE PROPERTY AT 7804 COOPER ROAD FROM R-4 (UHO) URBAN SINGLE FAMILY RESIDENTIAL DISTRICT WITH AN URBAN LANDHOLDING OVERLAY DISTRICT TO R-4 (UHO) (PUD), URBAN SINGLE FAMILY RESIDENTIAL DISTRICT WITH AN URBAN LANDHOLDING OVERLAY DISTRICT AND A PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT TO CREATE THE SPECIFIC PUD DISTRICT ZONING REGULATIONS FOR THE ONE (1) SINGLE FAMILY HOME DEVELOPMENT OF THE PROPERTY; SECONDED BY ALLEN; MOTION CARRIED 5-0.

B. Receive Plan Commission recommendation and consider Ordinance #13-29 to amend the definition of Auxiliary Permitted Use in Section 420-152 of the Village Zoning Ordinance.

Jean Werbie-Harris:

Mr. President and members of the Board and the audience, on March 11, 2013 the Plan Commission adopted a resolution to initiate some amendments to the Village's comprehensive plan and the zoning ordinance text and the zoning maps. These changes and modifications were put forth in order to create a new M-5 Production Manufacturing Zoning District. This district would allow for specific manufacturing, production and office uses located on properties located adjacent to the LakeView Corporate Park. On June 17 the Plan Commission held a public hearing, and the Board adopted the new M-5 zoning district regulations as well as the comprehensive plan and the zoning map amendments for this new district.

Again, just as a reminder, the M-5 District was a good, sound public policy decision of the Village. While there still may have been and still are sufficient economic opportunities for construction of warehouses and distribution facilities in the corporate park, it's important to conserve our land resources and our economic infrastructure support in order to assist in providing new employment opportunities.

This new district, again as a reminder, serves to promote and encourage production, manufacturing and office uses and those that support that type of employment as primary uses in the Village. Secondary uses would be warehousing uses in this particular district. So one of the things that we needed to do as part of our amendment is that we needed to modify an auxiliary permitted use definition because there are a couple of phrases in there that didn't make a whole lot of sense based on the way we are now going to be using it in this particular district and throughout the rest of the districts. So the modifications that we made are to clarify that auxiliary permitted uses are intended to be secondary.

So in this case warehouses are considered secondary uses within this M-5 District. And then to clarify that for retail or service auxiliary uses it's designed to serve the needs of occupants of the

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principle building, as no dedicated outside entrance to the building, and has no signage visible from the exterior of the building. So we've used this word auxiliary as it relates to commercial related uses as well as manufacturing. But this just helps to clarify that point so that there's no confusion with respect to the M-5 District. The staff and the Plan Commission recommend approval.

Monica Yuhas:

Motion to approve Ordinance 13-29.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any further discussion on this item?

YUHAS MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #13-29 TO AMEND THE DEFINITION OF AUXILIARY PERMITTED USE IN SECTION 420-152 OF THE VILLAGE ZONING ORDINANCE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

C. Consider Resolution #13-16 to initiate the change of address of 5029 93rd Street that is inappropriately assigned.

Jean Werbie-Harris:

Mr. President and members of the Board, Resolution 13-16 is a resolution to initiate the change of an official address in Pleasant Prairie. The Board of Trustees may change the official address of a property when it's been brought to the Village's attention that the address of an existing property may cause problems due to it being out of sequence or it could create a problem for emergency response personnel, deliveries or other persons trying to relocate to a particular property.

There is an existing home as noted with the star south of 93rd Street west of Cooper Road that has an address of 5029 93rd Street. As you remember as part of the Devonshire development, the second phase, Cooper Road was to be extended to the south. And when Cooper Road was going to be extended to the south this particular home was either going to be moved, relocated or an address assignment correction had to be made because no longer did it fall within the proper sequencing.

Well, that particular development has gone through a foreclosure process, and a new owner developer has purchased that property, Double D Two Investments, LLC, and at this time they've just purchased all of the property, but they are not intending to develop at this time. They are looking to submit, though, a certified survey map to subdivide off this particular home and lot and

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dedicate a portion of Cooper Road. But they are not going to be proceeding with any mass development at this point.

But because of that CSM that's going to be presented to you next month the address for the home that's going to be west of Cooper Road did need to be reassigned. Someone is going to be moving into that home and occupying it for a period of time. So the purchase of this resolution, again, is to initiate the process by which this address change can be promptly evaluated by the Village staff and notices can be put together. The Board by this resolution is not making any determinations regarding the merits of the proposed change but just initiating the process by which we would hold the public hearing for you to consider this change. And the public hearing for this particular matter is going to be scheduled next month in August. The staff recommends approval of Resolution 13-16.

Michael Serpe:

Is that house empty right now?

Jean Werbie-Harris:

It is.

Michael Serpe:

And it's been empty for quite some time?

Jean Werbie-Harris:

It has.

Michael Serpe:

Is it inhabitable?

Jean Werbie-Harris:

Yes. I think it's the brother-in-law of the owner has been monitoring it, and my understanding is that they will probably submit for some remodeling work. But my understanding is that it's intended to be occupied.

Steve Kumorkiewicz:

Move for approval of the resolution.

Michael Serpe:

I'll second it with a comment. So if we have a public hearing nobody is living in it.

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Jean Werbie-Harris:

Well, the owner will be notified.

Michael Serpe:

It's not going to affect anybody's change of address as far as their bank account and everything else?

Jean Werbie-Harris:

No, I don't believe so.

John Steinbrink:

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

KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #13-16 TO INITIATE THE CHANGE OF ADDRESS OF 5029 93RD STREET THAT IS INAPPROPRIATELY ASSIGNED; SECONDED BY SERPE; MOTION CARRIED 5-0.

D. Consider an award of contract for the construction of final public improvements for the Whispering Knoll Subdivision.

John Steinbrink:

And do you want to do the E together or just separately?

Mike Pollocoff:

We can do them together.

E. Consider a Professional Construction Engineering Inspection Services Agreement for the Whispering Knoll Subdivision final public improvements.

F. Consider an award of contract for the installation of street trees in the Whispering Knoll Subdivision.

Mike Spence:

Mr. President and members of the Board, we've gone through a lot of this prior. But up here on the Board we have the actual components of the contract for the final paving. Again, it's the final asphalt layer, the patching, curb and gutter repairs, manhole adjustments, the sidewalk and miscellaneous repairs. Again, it shows the subdivision. We bid this project on June 20th. We got two bids. The low bid was from Payne and Dolan for \$379,242.46. I'm recommending --

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and, again, this is the number that we used in the assessment calculation. I'm recommending that the contract be awarded to Payne and Dolan. I also just wanted to note this is under the original estimate that we had for the paving.

I guess I can go to the next one, too, if we're going to do them altogether. We also have a contract to do the construction related services for the project which would include the contract administration, the construction staking survey and inspection. This is an estimated fee on an hourly basis. Again, we monitor during the project to keep that in line. This fee is \$15,673. And, again, that was included in the previous assessment estimates.

This one is for the street trees. Again, we got two bids to install the remaining 54 trees. Again, the drawing there shows, the red dots show the 54 trees. Just a point of information. Out of the 54 trees 40 of them are associated with the lots that are still owned by Whispering Knoll, LLC. So unfortunately there are 14 that are by owners that have recently built. The low bid was from Kenosha Grounds Care for \$18,635. Breezy Hill also bid. I'm recommending that the contract be awarded to Kenosha Grounds Care, Inc.

Steve Kumorkiewicz:

So moved.

John Steinbrink:

They've got to be separate. We've got three motions there, Steve. Which one would you like? You've got to do Item D first.

Mike Spence:

The first one would be for the award of the contract to Payne and Dolan.

Steve Kumorkiewicz:

I move to approve the contract for Payne and Dolan.

Clyde Allen:

Second.

John Steinbrink:

Motion by Steve, second by Clyde for award of contract for the public improvements for the Whispering Knoll Subdivision. Any further discussion?

KUMORKIEWICZ MOVED TO AWARD A CONTRACT TO PAYNE & DOLAN IN THE AMOUNT OF \$379,242.46 FOR THE CONSTRUCTION OF FINAL PUBLIC IMPROVEMENTS FOR THE WHISPERING KNOLL SUBDIVISION; SECONDED BY ALLEN;

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MOTION CARRIED 5-0.

Mike Spence:

Then the next motion would be for the execution of the contract for construction services.

Clyde Allen:

Make a motion to approve.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike for adoption of an engineering inspection services agreement for the Whispering Knoll Subdivision.

ALLEN MOVED TO APPROVE A PROFESSIONAL CONSTRUCTION ENGINEERING INSPECTION SERVICES AGREEMENT WITH HOULE ENTERPRISES FOR THE WHISPERING KNOLL SUBDIVISION FINAL PUBLIC IMPROVEMENTS PROJECT; SECONDED BY SERPE; MOTION CARRIED 5-0.

F. Consider an award of contract for the installation of street trees in the Whispering Knoll Subdivision.

Michael Serpe:

Move approval of Kenosha Grounds Care \$18,635.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde for adoption of the installation of street trees for Whispering Knoll Subdivision. Any further discussion?

SERPE MOVED TO AWARD A CONTRACT FOR THE INSTALLATION OF STREET TREES IN THE WHISPERING KNOLL SUBDIVISION TO KENOSHA GROUNDS CARE IN THE AMOUNT OF \$18,635; SECONDED BY ALLEN; MOTION CARRIED 5-0.

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John Steinbrink:

That completes Items D, E and F.

- G. Consider an award of contract for the relocation of a sanitary manhole as part of the WisDOT STH 50/I94 interchange project.**

Mike Spence:

Mr. President and members of the Board, this item is related to the work that the Wisconsin Department of Transportation is doing at State Highway 150 and I-94. As part of that project they're doing frontage road improvements. On the East Frontage Road at 116th Avenue there's an existing sanitary sewer manhole that needs to be relocated because during the construction it will end up being in the curb. So this contract is to move this manhole to the east and outside of the new pavement. We solicited a number of bids. This is the location off of 116th Avenue. It's just adjacent to the Super 8 Motel. And we got three bids. The low bid was from Riesman's for \$8,120. This work will be reimbursed by the DOT with an agreement that we have with them. So I'm recommending that this contract be approved for the Riesman's excavating and grading.

Monica Yuhas:

Make a motion to approve.

Clyde Allen:

Second.

John Steinbrink:

Motion by Monica, second by Clyde for award of this contract. Any further discussion?

YUHAS MOVED TO AWARD A CONTRACT FOR THE RELOCATION OF A SANITARY MANHOLE AS PART OF THE WISDOT STH 50/I94 INTERCHANGE PROJECT TO REESMAN'S EXCAVATING IN THE AMOUNT OF \$8,120; SECONDED BY ALLEN; MOTION CARRIED 5-0.

- H. Consider the request of Victor Hayden to amend Chapter 119 of the Municipal Code relating to vicious dog license requirements.**

Jane Romanowski:

Mr. President and Board members, as you will recall on June 12th there was a special hearing regarding the vicious dog determination and the appeal of Mr. Hayden at that time to not agree with the Police Chief's determination and the Board voted Tyson was deemed a vicious animal. So since that date Mr. Hayden's been in several times working to license his dog as a vicious animal. He's talked to the Police Chief and worked with the Police Department as well.

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To date, and I had the ordinance in the file so you can kind of follow along, he did submit a certificate of inoculation from the veterinarian, and the Police Department has inspected the fencing and the signage and they've approved that. So what's outstanding is a certificate of liability insurance covering health and personal injury in the amount of \$500,000 and property damage in the amount of \$100,000. And we've not received information from a veterinarian that Tyson has been neutered. And Mr. Hayden indicated that a microchip was already placed in Tyson, and we just need the information on that chip rather than that tattooing of the license number in the thigh. We need to know what that information says on the chip. And the Police Chief and I have talked about that.

So as you can see from your information Mr. Hayden filed a request for the Board to amend the ordinance to change the requirements with respect to the insurance and the neutering of the dog. And as you will remember there was a 30 day requirement for all of this to take place. But since the letter was filed last week in discussion with the Police Chief and Mike we decided not to take any action until Mr. Hayden had his time here tonight to discuss this with the Board. So that's where we're at at this moment. So if you need to talk to Mr. Hayden he should come up and explain what he's requesting.

John Steinbrink:

Mr. Hayden, you're looking to amend Chapter 119. What would you suggest as an amendment?

Jane Romanowski:

Can I just have your name and address for the record then?

Victor Hayden:

Victor Hayden, Sr., 12137 Sheridan Road, Pleasant Prairie, Wisconsin. Mr. President, I'm not a homeowner, I'm a renter. And the most that they will give a renter is \$300,000 instead of the \$500,000. I've did everything that the Board and the ordinance wants me to. But as far as the insurance they won't insure me because I'm not a homeowner. That's the most they will do is \$300,000.

John Steinbrink:

I guess one of my questions is would you be able to secure a \$300,000?

Victor Hayden:

I have it.

John Steinbrink:

I mean you're saying that's all they'll give you but --

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Victor Hayden:

I have it.

John Steinbrink:

And this is for a dog, a vicious dog?

Mike Pollocoff:

Right, the ordinance requires that the owner of a vicious dog that's been determined vicious be able to post with the Village a liability policy in the amount of \$500,000. That's a fairly old amount. Typically 30 years ago that was a rather large amount. It doesn't distinguish between owner or tenant or whatever. That's the amount that's established by the ordinance going forward. Mr. Hayden had approached the Clerk saying he wanted to do \$300,000, and the ordinance doesn't give us that latitude to make that determination. For any other dog that's been deemed vicious that's the amount that is required the owner to post.

Michael Serpe:

Do you have a legitimate quote from an insurance company?

Victor Hayden:

Yes, sir. I have everything.

Michael Serpe:

Okay. It's a \$214 policy, \$300,000 coverage each occurrence.

John Steinbrink:

And it lists animal in there? As Mr. Pollocoff said, even in today's standards \$500,000 is a low number.

Michael Serpe:

Where does it say you're insuring the dog?

John Steinbrink:

It can't be just insuring your personal property, dwelling or contents. The dog has to be in there because the dog is the key issue here.

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Victor Hayden:

My insurance agents know it's for the dog. It's \$300,000.

John Steinbrink:

It has to list specifically the animal in there and the fact that they are willing to stand behind that.

Michael Serpe:

It doesn't specifically say an animal or a dog.

Victor Hayden:

That's what she wrote up for me.

Mike Pollocoff:

I think what the ordinance anticipates is everybody should have insurance on their belongings and for liability anyway. But what the ordinance is looking for you to do is to go to your agent, identify I have a dog that's deemed to be vicious, I need to insure this animal for \$500,000 so that the insurance company knows that they're not just giving you an umbrella of \$300,000 or \$500,000, that you are in fact specifically seeking insurance on what damages your dog can do. It's not just a general \$300,000 umbrella.

Victor Hayden:

I was confused on that. I went to my agent, I told her -- she knows it's for the dog. And she said the most that I can insure since I'm not a homeowner is \$300,000. That's what my agent is telling me.

John Steinbrink:

But on a policy it will tell you what is covered, what protections you have.

Victor Hayden:

Well, Mr. President, I'm going to need more time.

Michael Serpe:

Who's paying for the care of the animal right now?

Victor Hayden:

I am.

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Michael Serpe:

Give him more time.

John Steinbrink:

The Village is paying for it?

Victor Hayden:

I'm paying for it.

Mike Pollocoff:

Have you made a payment?

Victor Hayden:

Yes, I have. I've been making weekly payments on it. I'm up to \$1,200, over \$1,200.

Michael Serpe:

What about the neutering of the dog?

Victor Hayden:

I was going to -- neutering doesn't stop a dog from biting a person. So I was planning on putting one of those behavioral collars around him. That was another option.

John Steinbrink:

The collar only works if somebody is there to use it.

Michael Serpe:

I'm not going to bend on the neutering. But I will consider to the next Board meeting if you can come in with an insurance policy that will cover that dog.

Victor Hayden:

Yes, sir.

Michael Serpe:

I don't know if that's an unreasonable request, two more weeks.

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John Steinbrink:

Who is the insurance company?

Victor Hayden:

Allstate.

Jane Romanowski:

It's a renter's policy.

John Steinbrink:

Right, a renter's policy is totally different than covering an animal.

Steve Kumorkiewicz:

It has to mention the animal, too.

Clyde Allen:

Mr. President, I guess the agenda item is to consider a request to amend Chapter 119. At this point in time we're not going to consider -- it appears to not to consider amending Chapter 119 regardless. None of these requirements have been met, and the \$300,000 would be a consideration to ask to lower that. But I can't see you saying the neutering not being done and the information on the microchip. So at this point in time why would we want to consider amending Chapter 119?

Victor Hayden:

Well, as far as neutering him I can't move him until I get other things done. I can't even touch my dog to have him neutered. If I'd had the \$500,000 policy I would have been able to move Tyson, and then I would have come in to try to amend not neutering him and doing the behavioral collar, but I couldn't -- I'm thinking that the insurance was the most that I could get. That's how I went to my insurance agent. And the way she was coming to me was that I could only get \$300,000. That's why when she told me that that's when I came in and --

John Steinbrink:

\$300,000 is what a renter can get, not a renter with insuring a vicious dog.

Victor Hayden:

Mr. President I've never had a vicious dog and they're playing with him at the kennel.

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John Steinbrink:

That needs to be clarified with your agent.

Victor Hayden:

And the people at the kennel was playing with Tyson and making him do tricks.

Mike Pollocoff:

Just so the Board understands, the only action you can take is to consider an ordinance -- if you want to direct the staff to modify the ordinance we could do that. What the owner of the dog has to do is find someone that will secure the insurance for the \$500,000 in lieu of an ordinance change. I think it increases the risk in the sense that somebody had \$300,000 and they owned the property they have some collateral equity that would protect someone who was attacked by the dog. In this case it doesn't exist. I think it's more critical in this case that the \$500,000 take place.

Secondly, Mr. Hayden is wrong. If, in fact, you get the \$500,000 policy to cover the dog, the dog can be neutered where it's at. You don't have to take it anyplace. That work can take place right at the shelter where it's at. And then the dog can be released to you because then you've met all the requirements. If what you're saying is you're not going to neuter the dog the discussion is moot.

Victor Hayden:

On neutering the dog I've talked to quite a few people. Neutering a dog doesn't stop a dog from biting. It doesn't stop a dog from biting neutering the dog. I mean in that ordinance you had to tattoo him. There's different techniques now. They have chips now, they have these behavioral collars. You don't have to neuter a dog. He's a champion. He's a champion in the making. And I plan on sending Tyson to school, a military school. He's a bullmastiff. I'm trying to work with the Board. If there's a way for me to get a \$500,000 policy then I'm going to find that way. But I went to my agent and that's what she told me so I'm thinking that I can't get coverage.

John Steinbrink:

I'm not willing to go along to wait two weeks here. In fact, I'm a little perplexed why we even have \$500,000 these days. I think that number actually to be increased when you look at today's liability out there and the cases out there. This is the Village that's at risk when we do this. And the Village makes up the difference. So unfortunate to Mr. Hayden I would want to be going in the other direction to increase the \$500,000 to protect the Village, protect the residents.

Michael Serpe:

Chief, do you have something to add here? Could you add something to this?

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Chief Smetana:

I guess what I've got to add is if the ordinance needs to be re-looked at or updated, fine, we can do that. But as far as neutering goes I just don't buy the argument that it's not a remedy for an aggressive animal. It's been a remedy for aggressive animals for decades. I mean that is what they've done to take the aggressive mode out of animals. That and population control. So I think the argument that it's not going to stop somebody from biting just doesn't fly. I think that needs to stay in there. Mr. Hayden knew that it had to stay in there. So the fact that the couldn't get his hands on the dog to have it neutered I don't buy that either.

I think he has made some strides. We've looked at his property. He has made some investment in his property to come into the code. And he has done the signage, he's done the kennel area. I'm not sure if he's done the mask for the dog if it's out in public.

[Inaudible]

Chief Smetana:

Okay. But the two things that are huge is that everybody else has come into compliance with or they've come into compliance with having their dogs either moved from the area or put down is that insurance policy. That insurance policy protects not only the Village but it protects our public as well.

Michael Serpe:

Thanks, Chief. I would like to suggest that we give Mr. Hayden two more weeks to see if he can insure this dog in accordance with the ordinance including having it neutered. And I'll give you two more weeks to see if you can get insurance for this dog. If you can get the \$500,000 insurance then we'll take it up at the next Board meeting. Is that appropriate do you think?

Jane Romanowski:

What I would suggest is I don't think it has to be coming back to the Board. If you're going to extend it you would extend it to a time specific so at that time if nothing happens they'd go with what Attorney Camilli recommended a court order either the dog is sold or transferred or put down. But it doesn't have to come back to the Board because the ordinance is what it is. And if you're not willing to amend the ordinance then --

John Steinbrink:

As Clyde said what's before us is to amend the Chapter 119.

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Jane Romanowski:

So make a date specific so we can get on with the Police Chief and Attorney Camilli to take care of this matter. It doesn't have to be coming back to the Board. We've already been there.

John Steinbrink:

And also with that any expense associated with this be borne by him and not the Village. So is there isn't some payment being made on whatever the costs are here the extension ends.

Victor Hayden:

I'm making the payments on my dog. My question is as far as you're telling me to transfer or sell what do you mean by that?

Jane Romanowski:

Mr. Hayden you've had three copies of the ordinance given to you.

Victor Hayden:

I don't understand that. I don't understand it. I don't understand the transfer. How can I transfer this dog or sell it.

Mike Pollocoff:

You transfer the dog by getting it insured and having it neutered and then you can move it to another community or you can leave it here but those two things have to happen.

Victor Hayden:

And if I can't insure then Tyson is put down?

Mike Pollocoff:

Well, yeah, at that point if you can't comply with the ordinance then the dog would have to be put down.

Victor Hayden:

If he's put down can I get the remains cremated?

Mike Pollocoff:

Yes.

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Victor Hayden:

Would the Board give me the remains to cremate him?

Mike Pollocoff:

You've got to pay for it.

Michael Serpe:

You have to pay for the cremation.

Victor Hayden:

Right, I'll pay for the cremation.

Jane Romanowski:

It's not coming back to the Board.

Mike Pollocoff:

Mr. President, if there's a motion for a new date that he has to comply by.

Clyde Allen:

I'm going to make a motion to deny the request to amend Chapter 119.

Michael Serpe:

I'll second it.

John Steinbrink:

Motion by Clyde, second by Mike for denial.

Jane Romanowski:

But I have to remind you the 30 days is up, July 12th is up, so you're not giving him any time. That's what I'm saying. The 30 days is up as of July 12th. If you're going to give him extra time make a date specific for him to take care of what he can or can't so the Board can --

Michael Serpe:

Let's do that.

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Jane Romanowski:

So I understand the motion is to deny the amendment of the ordinance. But if you're going to give Mr. Hayden some extra time to try to get his policy make it a date specific so at that time we can start what Attorney Camilli July 12th would have happened, 30 days out, for him to either -- for us to take action.

Clyde Allen:

I will amend that to extend Mr. Hayden's request to the first Board meeting in August, is that correct?

Jane Romanowski:

We don't have to come back to the Board. Pick a date specific. It could be July 26th is a week from Friday so that would be almost two weeks.

Clyde Allen:

July 26th it is.

John Steinbrink:

And that is making sure that all the payments are made.

Clyde Allen:

Correct, with all payments made.

John Steinbrink:

Because if the payments aren't being made all bets are off.

Clyde Allen:

Yes, that is the extension.

Jane Romanowski:

So you're denying the amendment to the ordinance and giving Mr. Hayden until July 26th to either comply with the ordinance, license his dog, get the insurance policy, have the dog neutered, or else the Village goes to take court action like he was instructed.

John Steinbrink:

As long as the payments have been made.

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Jane Romanowski:

Okay, and payments, okay.

John Steinbrink:

The taxpayers don't need to be on the hook for this.

Mike Pollocoff:

Do you want to make a motion to accept a friendly amendment to have that time pre-paid so we would know ahead of time that the payment has been made.

Victor Hayden:

Mr. President, what payments are you talking about?

Mike Pollocoff:

For the storage and kennel care.

John Steinbrink:

The care and handling of your dog.

Victor Hayden:

Okay, you're talking about the kennel, the Humane Society.

John Steinbrink:

And any costs associated with it. And the word pre-payment has been put into it. So you want the extension, pre-payment is made.

Jane Romanowski:

To July 26th with denial of any ordinance amendments.

Victor Hayden:

Now, if I get the policy, say I get the policy tomorrow --

Jane Romanowski:

And the dog has to be neutered. We'd have to have a certificate that the dog was neutered.

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Victor Hayden:

Then he can come home?

Jane Romanowski:

And the payments are all made is what you were saying, any payment for any kennel care or anything was made.

Victor Hayden:

He can come home?

Mike Pollocoff:

That's correct.

Jane Romanowski:

As long as you comply with the ordinance. And the information from the microchip. We just need a veterinarian certificate that says what does that microchip say. And on the inoculation certificate.

[Inaudible]

Jane Romanowski:

When was that done?

[Inaudible]

Jane Romanowski:

Oh, okay, and with the information that says what it says. Okay, I see, okay. So the two big items are the insurance policy and the neutering certificate. And he has to July 26th and pre-payment of all fees from where he's being kept.

John Steinbrink:

To that date.

Jane Romanowski:

To that date.

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John Steinbrink:

We have a motion and a second. Any further discussion?

Clyde Allen:

Do we need to add the part about if he wants him cremated he needs to pay for the cremation and the remains?

Mike Pollocoff:

The remains would be turned over to him and he can do whatever he wants.

John Steinbrink:

We have a motion, we have a second.

ALLEN MOVED TO DENY THE REQUEST OF VICTOR HAYDEN TO AMEND CHAPTER 119 OF THE MUNICIPAL CODE RELATING TO VICIOUS DOG LICENSE REQUIREMENTS AND TO EXTEND THE DEADLINE FOR MR. HAYDEN TO EITHER SELL OR TRANSFER HIS DOG TYSON OR COMPLY WITH THE VICIOUS DOG LICENSING REGULATIONS, INCLUDING PAYMENT IN FULL OF ALL FEES TO FRIDAY JULY 26, 2013; SECONDED BY SERPE; MOTION CARRIED 5-0.

Victor Hayden:

Thank you, Mr. President and the Board.

John Steinbrink:

Good luck.

I. Consider disallowance of a claim submitted by Jeannine Lee for an injury incurred at the RecPlex on January 18, 2012.

Mike Pollocoff:

Mr. President, we received a claim for damages by Jeannine Lee for a fall at the RecPlex. We've turned this over to our insurance company for review. Based on their review they're recommending that the claim be disallowed. It would be my recommendation to the Board for the Board to take the recommendation to disallow the claim so that we can start the clock for any additional claims to be made.

Michael Serpe:

So moved.

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Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica. Further discussion?

SERPE MOVED TO DISALLOW THE CLAIM SUBMITTED BY JEANNINE LEE FOR AN INJURY INCURRED AT THE REC PLEX ON JANUARY 18, 2012; SECONDED BY YUHAS; MOTION CARRIED 5-0.

J. Consider disallowance of a claim submitted by Ricardo Rojas for damage to a vehicle caused by a parking lot gate arm at the RecPlex on February 20, 2013.

Mike Pollocoff:

Mr. President, again this is a claim that has been submitted at the RecPlex. We've forwarded that to our insurance company for investigation. They've indicated in their review that the RecPlex was not negligent, that the issue with the gate is with the manufacturer of the gate, and they're recommending the claim be denied.

Clyde Allen:

So moved.

Michael Serpe:

Second. How did that accident happen?

Mike Pollocoff:

The gate just came down randomly.

Steve Kumorkiewicz:

Malfunction.

Michael Serpe:

But the whole stand it moved.

Mike Pollocoff:

No, somebody hit it for that.

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Michael Serpe:

You mean there was something else?

Mike Pollocoff:

It was something else.

John Steinbrink:

We have a motion, we have a second. Any further discussion?

ALLEN MOVED TO DISALLOW THE CLAIM SUBMITTED BY RICARDO ROJAS FOR DAMAGE TO A VEHICLE CAUSED BY A PARKING LOT GATE ARM AT THE RECPLEX ON FEBRUARY 20, 2013;SECONDED BY SERPE; MOTION CARRIED 5-0.

K. Consider Ordinance #13-30 to amend Chapter 242 of the Municipal Code relating to RecPlex Membership Fees.

Chris Finkel:

Mr. President and members of the Board, I'd like for you to consider amendment #13-30. During the recent difficult economic years the RecPlex has been able to maintain membership rates despite our rising costs. And as we all know staff has taken great pride in having a wonderful facility. It's kept up to the utmost, and we'd like to continue maintaining the facility and the standard. The building is now about 13 years old, and we're faced with different needs and maintenance. We've had a couple of air units go this year. And we just are faced with the fact that we need to propose a membership increase for the first time in two and a half years to keep up with our rising costs.

The proposal is a primary adult member rate increase of \$3 per month and a second adult member rate increase of \$2 per month. Also, for the first time ever, there's a facility fee increase for new members of \$25 making it \$125, and for our corporate membership it's \$15 more. So instead of \$50 it would be \$65. Also in this ordinance change there is a corporate partner membership type that has been allowed by the Board in the past through sponsorship agreements, but it is not in the ordinance. So we'd like to include that corporate partner membership into the ordinance. I'd like to note that we're not increasing senior or youth member rates at all. And these rates would go into effect on September 1, 2013. We do need to notify our memberships of any rate increase.

As I stated we have not increased the rates for two and a half years. This is a six percent increase of these two membership types, the primary and secondary. And with all hopes that we would not increase again in another two years or two and a half years. There would be a 1.2 percent increase over five years. That is it. The recommendation is to accept this ordinance change.

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Monica Yuhas:

Motion to approve Ordinance 13-30.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve for adopt of Ordinance 13-30. Further discussion?

YUHAS MOVED TO ADOPT ORDINANCE #13-30 TO AMEND CHAPTER 242 OF THE MUNICIPAL CODE RELATING TO RECPLEX MEMBERSHIP FEES; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

L. Consider denial of a second invoice submitted by Ron Sierra for perceived use payment on parcel #93-4-123-203-0200.

Mike Pollocoff:

Mr. President, the claim de jour of Mr. Sierra is an equal amount as last time along with interest penalties. I'm recommending this claim be denied. We've also forwarded this to our insurance carrier to defend the Village from the action that Mr. Sierra is taking. So I'd request that this claim payment be denied.

Michael Serpe:

So moved.

Clyde Allen:

Second.

John Steinbrink:

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

Steve Kumorkiewicz:

One question, that property is on Lake Shore Drive, the west side?

Mike Pollocoff:

Yes.

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Steve Kumorkiewicz:

Okay, thank you.

John Steinbrink:

Motion and a second.

ALLEN MOVED TO DENY A SECOND INVOICE SUBMITTED BY RON SIERRA FOR PERCEIVED USE PAYMENT ON PARCEL #93-4-123-203-0200; SECONDED BY SERPE; MOTION CARRIED 5-0.

M. Consider reappointments to the Community Development Authority.

Mike Pollocoff:

Mr. President, I'm recommending that John Steinbrink and Monica Yuhas be reappointed for terms of one year to the Community Development Authority.

Clyde Allen:

Motion to approve.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike. Any discussion? Do we note on this or do we not vote on this?

Mike Pollocoff:

You vote.

John Steinbrink:

We vote? I get to vote for myself? This is a great country. Motion and a second. No further discussion.

ALLEN MOVED TO REAPPOINT JOHN STEINBRINK AND MONICA YUHAS TO ONE YEAR TERMS TO THE COMMUNITY DEVELOPMENT AUTHORITY; SECONDED BY SERPE; MOTION CARRIED 5-0.

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N. Consider approval of Operator License Applications on file and the denial of the Operator License Application submitted by Adam Rocha.

Jane Romanowski:

This is pretty easy. There are two applications tonight for approval for Ariana Saunders and Molly Thompson. And as you can see from the information the Police Chief has supplied for the application of Adam Rocha he is not to possess or consume alcoholic beverages and is not to be in taverns or any premises located for the sale of intoxicating beverages except restaurants. So he according to the Chief does not meet our matrix because of his probation. So I would recommend as well as the Police Chief that we deny his operator's license.

John Steinbrink:

And for which establishment is this for?

Jane Romanowski:

Well, it wouldn't make a difference, but it actually was for I believe Chili's. I think it was Chili's. And the probation started in May and it's for a year at this point and that's what the record shows.

Clyde Allen:

I'll make a motion to approve the two recommended and a motion to deny Adam Rocha.

Michael Serpe:

Motion by Clyde, second by Mike for adoption of the two applications and denial in concurrence with the denial of operator license submitted by Adam Rocha. Further discussion?

ALLEN MOVED TO APPROVE THE OPERATOR LICENSES FOR ARIANA SAUNDERS AND MOLLY THOMPSON AND TO CONCUR WITH THE POLICE CHIEF'S RECOMMENDATION TO DENY TO OPERATOR LICENSE OF ADAM ROCHA DUE TO THE RESTRICTIONS OF HIS PROBATION; SECONDED BY SERPE; MOTION CARRIED 5-0.

9. VILLAGE BOARD COMMENTS

Steve Kumorkiewicz:

Don't forget this coming Saturday we're going to have the first concert by the lake. It starts at six o'clock.

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Monica Yuhas:

And 116th is looking good, Mike. It looks like the second lift is on and all they're going to have to do it stripe.

10. ADJOURNMENT

**YUHAS MOVED TO ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ;
MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 8:50 P.M.**