

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
October 21, 2013
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – September 30 and October 7, 2013
5. Public Hearing
 - A. **Consider “Class A” Intoxicating Liquor and Class “A” Fermented Malt Beverage**
License for H & N Enterprises, LLC for the premises at 4417 75th Street.
6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
7. **Administrator’s Report**
8. New Business
 - A. Presentation of the proposed 2014 General Fund, Capital and Debt budget.
 - B. Receive Plan Commission recommendation and consider a Development Agreement and related documents for the extension of a public sidewalk and street trees on 77th Street and a Certified Survey Map to subdivide into two parcels the vacant property generally located at the northeast corner of 104th Avenue and 77th Street in the Prairie Ridge Development.
 - C. Receive Plan Commission recommendation and consider Ordinance #13-51 to amend The Prairie Ridge West Commercial Development Planned Unit Development generally located at the northeast corner of 104th Avenue and 77th Street related to lot size and setback requirements.
 - D. Consider a Professional Engineering Services Agreement to survey the easements to address the flooding issues in the Piche Subdivision located in the vicinity of 111th Street and 61st Avenue.

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- E. Consider Resolution 13-21 to apply for a DNR Administered Federal Recreational Trails Act Grant on the Phase II development of the trail in Des Plaines natural area west of Prairie Springs Park.
- F. Consider an Agreement with Wisconsin Marathon LLC for the 2014 Wisconsin Marathon on May 3, 2014.
- G. Consider Resolution #13-20 authorizing the disposal of a surplus vehicle.
- H. Consider Operator License Applications on file.
- 9. Village Board Comments
- 10. Adjournment

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

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

**9915 - 39th Avenue
Pleasant Prairie, WI
September 30, 2013
6:00 p.m.**

A special meeting of the Pleasant Prairie Village Board was held on Monday, September 30, 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; Kathy Goessl, Finance Director; Carol Willke, HR and Recreation Director and Jane M. Romanowski, Village Clerk.

1. CALL TO ORDER

2. ROLL CALL.

3. CONSIDER ENTERING INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(E) TO DELIBERATE OR NEGOTIATE THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION.

SERPE MOVED TO ENTER INTO EXECUTIVE SESSION AS NOTICED; SECONDED BY ALLEN; ROLL CALL VOTE – STEINBRINK –AYE; YUHAS – AYE; KUMORKIEWICZ – AYE; ALLEN – AYE; SERPE – AYE; MOTION CARRIED 5-0.

4. RETURN TO OPEN SESSION AND ADJOURNMENT.

After discussion was held, SERPE MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY ALLEN; ROLL CALL VOTE – STEINBRINK – AYE; YUHAS – AYE; KUMORKIEWICZ – AYE; ALLEN – AYE; SERPE – AYE; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 8:20 P.M.

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
October 7, 2013
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, October 7. 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; Dan Honore, IT Director; Carol Willke, HR and Recreation Director and Jane M. Romanowski, Village Clerk. Two citizens attended the meeting.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE- CUB SCOUT NASH PACK 567 WEBELOS DEN

John Steinbrink:

Today we have with us Cub Scout Nash Pack 567, the Webelos Den. And they're going to lead us in the Pledge of Allegiance. Well done. Can somebody come up and tell us a little bit about your troop?

Matthew Hupp:

We are Den 1 from Pack 567, and we are right now Webelos 1. And we are here because we're going towards earning our citizenship badge, and this is one of the requirements for earning that badge.

John Steinbrink:

Thank you. And can you introduce yourself and maybe the rest of your pack? And when you introduce them they'll just kind of stand up and we'll know who is who.

Matthew Hupp:

I'm Matthew Hupp. Right over there is Mason Turnen, and then Aaron Hoe, Gavin Brown, Ian Harding, Ethan Weinstein and Austin Weinstein.

John Steinbrink:

Alright, we've got one gentleman sitting in the front there. Who is that?

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Matthew Hupp:

That's Max Kiernen.

John Steinbrink:

Alright. Does everybody got plans of being an Eagle Scout working on all the badges? Alright. Well, thank you very much for leading us in the pledge, and I hope you enjoy the meeting this evening.

Matthew Hupp:

Thank you.

Michael Serpe:

You're going to be part of the most interesting meetings you're ever going to attend in your life.

3. ROLL CALL

4. MINUTES OF MEETING - SEPTEMBER 16, 2013

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any discussion?

YUHAS MOVED TO APPROVE THE MINUTES OF THE SEPTEMBER 16, 2013 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

5. CITIZEN COMMENTS

John Steinbrink:

Anyone wishing to speak under citizens' comments? Hearing none we're going to close citizens' comments.

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6. ADMINISTRATOR'S REPORT

Mike Pollocoff:

Nothing tonight, Mr. President.

7. NEW BUSINESS

A. Consider Proclamation designating October 2013 Breast Cancer Awareness Month.

John Steinbrink:

And as you notice everybody up here has a pink tie on except me. It's not that I'm not for it but I did not get the memo or forgot the memo, one or the other.

Jane Romanowski:

This is from the office of the Village President. Whereas, for twenty seven years, National Breast Cancer Awareness Month has educated the public about the importance of early detection for breast cancer, and; Whereas, since the inception of National Breast Cancer Awareness Month, mammography use has doubled and breast cancer death rates have declined, and; Whereas, mammography is the best available method of detecting breast changes that may be cancer long before physical symptoms can be seen or felt, and; Whereas, a further decline in breast cancer death rates could be achieved through the use of mammography at regular intervals, and; Whereas, we recognize the immeasurable, lifesaving value of educating the public about the importance of early detection for breast cancer; Now, therefore, I, John P. Steinbrink, President of the Village of Pleasant Prairie, do hereby proclaim the week of October 6 – 12, 2013 as Breast Cancer Awareness Week in the Village of Pleasant Prairie and encourage citizens to increase their awareness of the benefits of early breast cancer detection. Given, under my hand and seal of the Village of Pleasant Prairie this 7th day of October 2013.

John Steinbrink:

Thank you, Jane.

Clyde Allen:

Motion to approve.

Michael Serpe:

Second.

John Steinbrink:

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

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ALLEN MOVED TO ADOPT THE PROCLAMATION DESIGNATING OCTOBER 6-12, 2013 BREAST CANCER AWARENESS WEEK; SECONDED BY SERPE; MOTION CARRIED 5-0.

- B. Receive Plan Commission recommendation and consider Ordinance #13-45 to amend Chapter 420 Attachment 3 Appendix C Specific Development Plan 31 entitled Cobblestone Creek Planned Unit Development (PUD) located south of Prairie Ridge Blvd. between 91st and 94th Avenues and north of 80th Street.**

Jean Werbie-Harris:

Mr. President and members of the Board and the audience, this is a request for a zoning text amendment Ordinance 13-45, and this is to modify a planned unit development that was put into place by the Village for the Cobblestone Apartment Development that's located south of Prairie Ridge Boulevard between 91st and 94th Avenues and north of 80th Street. The development is in the R-11 which is a Multiple Family District with a PUD overlay which is a Planned Unit Development Overlay.

Specifically, the project that was approved and is under construction was for the development of four apartment buildings, two 40-unit buildings and two 48-unit buildings for a total of 176 apartment units which included some efficiency units, one bedroom and two bedroom units. In addition, there was also a clubhouse that was built on the site kind of in the center of the various buildings.

The developer has been very successful with respect to this project. The first 40-unit building was completed on July 1st and is now occupied. They have started the next, and they have continued down the line, and they hope to have all the buildings under construction and completed within the year. The project has been very, very successful for them. The one modification, though, and the reason for the PUD this evening is that they are modifying the buildings to be a 36-unit instead of a 40-unit, and two 44-unit instead of two 48-units. What they found is that the single efficiencies by themselves were a little small. And so they're converting some of those to the two unit apartments.

So with that because of that modification and adjustment in size and a modification slightly in the plans this does require a modification in the PUD which is a zoning text amendment. This is a matter that was before the Village Plan Commission at their last meeting. The staff and the Plan Commission recommend approval. In your packets and in your information there is some very specific information that shows you exactly how each of the modifications are being made. Basically we're just adjusting some numbers and adjusting so that we have the modified plans. The staff is recommending approval as presented.

Steve Kumorkiewicz:

Move to approve.

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Monica Yuhas:

Second.

John Steinbrink:

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

Steve Kumorkiewicz:

Yes, a question, Jean. The west unit is going to remain 40 units?

Jean Werbie-Harris:

Yes, that's correct. The initial one is going to remain the way it was originally platted and originally constructed. Again, this doesn't mean that they're eliminating all the efficiencies in the other buildings. They're just modifying a couple of the units. They still have something like 18 different floor plans. They have a great variety, but they are finding that there's a little bit more of a demand for a one bedroom with a loft or a two bedroom or an efficiency with another loft. And then they're also making some minor modifications with respect to the bathrooms.

So, for example, if you have a one bedroom they're making some modifications so that the bathroom is on the first floor with that one bedroom. And then there might be an efficiency or loft upstairs, but it has just a smaller bathroom upstairs, not a full bath. So they're really listening to the market and listening to what the tenants are requesting. They had a waiting list and they still do. And they think the project will finish up a little bit quicker than they actually anticipated.

Steve Kumorkiewicz:

Thank you.

John Steinbrink:

Any further comment or question?

If not, we have a motion and a second. Those in favor?

**KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION
RECOMMENDATION AND ADOPT ORDINANCE #13-45 TO AMEND CHAPTER 420
ATTACHMENT 3 APPENDIX C SPECIFIC DEVELOPMENT PLAN 31 ENTITLED
COBBLESTONE CREEK PLANNED UNIT DEVELOPMENT UNIT DEVELOPMENT (PUD)
LOCATED SOUTH OF PRAIRIE RIDGE BLVD. BETWEEN 91ST AND 94TH AVENUES AND
NORTH OF 80TH STREET SECONDED BY YUHAS; MOTION CARRIED 5-0.**

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C. Consider an award of contract for cleaning services at the Village Hall and Roger Prange Municipal Center.

John Steinbrink, Jr.:

Mr. President and members of the Board, on September 17th a request for a proposal of cleaning services was reissued to Vendor Net and was sent to 137 cleaning companies. It was also advertised in the *Kenosha News* legal section for two weeks. As you recall from the last meeting we only had one bid received last time. And so we rejected that bid and put it back out again.

And so on October 1st this month we opened bids for the cleaning services for the Prange Center and Village Hall, and we did receive four bids. They were from Clean and Green Solutions, DK Solutions, SCC Cleaning Company and Clean Power. The current contract holder, Iglesias Super Clean has sold their existing contract and has cancelled their contract with the Village for \$4,965 monthly with Pleasant Prairie effective October 6th, this Sunday. Clean Power who I am recommending for the award is currently providing cleaning services to Waukesha County where for them they do their admin, their public works and their jail facilities; Milwaukee County Behavioral Health; Johnson Financial Group; Modine Manufacturing and many other businesses in the area.

We did call the references to confirm that those companies have been happy with them. Especially we thought we really paralleled Waukesha County with the admin and the jail and the public works. They've been cleaning their building since 2004 and had nothing but great things to say for them. So I recommend a contract be awarded to Clean Power in the amount of \$4,240.86 per month to provide cleaning services at the Prange Municipal Center, and that's both the PD and the public works side, and Village Hall for a three year contract to be paid for that amount. The contract will begin on October 14th and terminate October 13, 2016. I can answer any questions.

Michael Serpe:

John, are any of these companies local?

John Steinbrink, Jr.:

Clean and Green Solutions is local, but they were the most pricey by quite a bit.

Michael Serpe:

Okay, thank you. I move to approve the contract for Clean Power \$4,240.86.

Steve Kumorkiewicz:

Second.

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John Steinbrink:

Motion by Mike, second by Steve for adoption of the contract with Clean Power. Any further discussion?

Steve Kumorkiewicz:

They've got to be a big outfit, don't they?

John Steinbrink, Jr.:

Excuse me?

Steve Kumorkiewicz:

It's got to be a large outfit.

John Steinbrink, Jr.:

Yeah, they are a large contract. They do have a lot of employees.

John Steinbrink:

Further comment or question?

SERPE MOVED TO AWARD A CONTRACT FOR CLEANING SERVICES AT THE VILLAGE HALL AND ROGER PRANGE MUNICIPAL CENTER TO CLEAN POWER IN THE AMOUNT OF \$4,240.86 PER MONTH; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

D. Consider Ordinance #13-46 to amend Chapter 119 of the Municipal Code relating to dog licensing and regulations.

Jane Romanowski:

Mr. President, after our three recent vicious dog hearings, it was discussed that possibly we would eliminate the vicious dog license and rework our ordinance. And so the Police Chief, Mike and I sat down and discussed the changes that we'd like to see to the ordinance. And the ordinance was drafted, and that's what's proposed tonight for your consideration. I did put the current ordinance in there. It was kind of hard to do a red line version because there was so much change and moving paragraphs. And with my memo I explained it, but I'll just give you kind of a brief overview of it. And then if you have any questions either the Chief, Mike or I can probably answer them.

So in the current ordinance we took away the vicious dog and the wolf hybrid animal licenses, eliminated. They kind of mirrored each other. We've never used any part of the ordinance

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regarding wolf hybrid animals. But, as you know, we've been through some vicious hearings. So eliminating the vicious dog license and the references to the wolf hybrid animals I did incorporate a paragraph, paragraph F, that I indicated that the wolf hybrid dogs are not permitted in the Village and will not be licensed. So that basically took three pages of the ordinances and put it into one sentence. And I talked to Don Mayew about that. He was the one that drafted the supplement to the wolf hybrid animal ordinance back in 1995. And so we had a nice long discussion about it and he agreed with this change.

We have updated the definitions a little bit. As you can see from one to the other there aren't a lot of changes, probably typed them out a little bit better. Changed the term vicious to dangerous. We were looking at other ordinances, the City of Kenosha's, Eau Claire's, might have had another one in there. So we were just kind of working with a few different ordinances and decided to change that term. As we've been through, the determination of the Police Chief and notice of request for hearing, the hearing, impoundment and all that language has been retained from the previous ordinance. Probably tightened up a little bit more about what happens at a hearing just so the Board has clear definition as to what their role is if a hearing does take place on an appeal.

The regulations to sell or transfer a dangerous dog out of the Village are unchanged. They still have to give notice. I still have to notify the municipality. Those have remained unchanged. We kept all that language. We did address the current vicious dog license that's issued. We have one license that's issued under the new Section 119-4. And basically what's going to happen if they violate any of the regulations that are in effect before this ordinance takes place then the dog is immediately impounded, and it's going to go through the same process as what we're proposing tonight, and I'll explain that. So if they violate anything, the dog is outside without a muzzle, he doesn't keep his insurance current, he's out of his cage or the signage is gone, any one of those regulations that are in place now if he violates them the dog can be impounded immediately, and then I'll let you know as we go along here. They follow the ordinance as proposed tonight.

So basically in summary what's going to happen is if the Police Chief determines the dog is dangerous, and this is the same instance, if they request a hearing appealing it, the owner has ten days to do these things. Within the ten days they either authorize the dog to be humanely destroyed, they request a hearing, they sell or transfer the dangerous dog out of the Village. If they do nothing within that ten days the dog is humanely destroyed at the owner's expense. We'll give them the ten days. If there's a hearing then by ordinance, I'm pretty sure we kept them the same time limits, between ten and thirty days I think it is, then we'll have a hearing like we did before.

And then the Board determines that they either agree with the Police Chief's determination or the dog is not dangerous. If they agree with the determination they've got ten days to either authorize the dog to be destroyed or sell it or transfer it out of the Village. If they do nothing, again, the Village takes care of that at the owner's expense. If the Board decides that the Police Chief's determination was incorrect and the dog is not dangerous, the dog is immediately returned to the owner and the Village pays the impoundment fees because we've impounded the dog.

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And, again, non response to the determination means that the dog can be humanely destroyed at the owner's expense. They've got the ten days. So we tightened all that up quite a bit. Again, we added a little bit more about the hearing so the Board knows exactly what their role is. And all other provisions regarding the confinement and the disposition of the dog, violations, running at large, removal of animal waste, all the rest of those paragraphs as I indicated in my memo are remained unchanged. So that's what's proposed tonight. And, again, if you have any questions it could be for the Police Chief or Mike.

Michael Serpe:

Has any consideration been given to outlawing pit bulls in the Village?

Mike Pollocoff:

No, we didn't. It seems like we received some legal advice a while back that outlawing a breed was a problem. But we know historically almost all of our vicious dogs have been pit bulls with the exception of the bullmastiff which was the last one we did. So I think with this ordinance what we're trying to get to is a point where a resident still has that protection of getting some due process with the Board to make their case. But the problems that we were having with this is that some of the liability we were taking on by saying the dog was okay if it gets insurance or managing that insurance and getting the dog neutered and verifying that, our last one we had everything covered and then the Humane Society turned him loose before everything was all ready. Really what a lot of people were doing is they had someplace else they could take that dog and get it out of the community, and then that resolved our problems. They were still their dog wherever it was going.

Michael Serpe:

I make a motion to approve Ordinance 13-46.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde for adoption of Ordinance 13-46. Further comment or question?

SERPE MOVED TO ADOPT ORDINANCE #13-46 TO AMEND CHAPTER 119 OF THE MUNICIPAL CODE RELATING TO DOG LICENSING AND REGULATIONS; SECONDED BY ALLEN; MOTION CARRIED 5-0.

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E. Consider Ordinance #13-47 to amend Chapter 250-3 of the Municipal Code relating to an exception to discharge a firearm.

Jane Romanowski:

This is just a cleanup ordinance. As you can see the question as asked at the counter a couple weeks ago, and that kind of brought to our attention that somebody right off Springbrook Road wanted to start skeet shooting. And they saw that it could be approved by the Village Board, but that wasn't the intent of the ordinance. And as they read it they understood that it just doesn't happen anywhere. So conditional use permits haven't been brought before the Village Board for approval, as you can see, since June 7th of 1999. So it's just a cleanup saying that it has to be allowed in an underlying zoning district. It would go to the Plan Commission. Just something that came to our attention and we're cleaning up.

Clyde Allen:

Motion to approve.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike for adoption of Ordinance 13-47. Further discussion on this item?

ALLEN MOVED TO ADOPT ORDINANCE #13-47 TO AMEND CHAPTER 250-3 OF THE MUNICIPAL CODE RELATING TO AN EXCEPTION TO DISCHARGE A FIREARM; SECONDED BY SERPE; MOTION CARRIED 5-0.

F. Consider Ordinance #13-48 to amend Chapter 370 relating to Certificates of Occupancy or Compliance.

Mike Pollocoff:

Mr. President, I'd ask we also consider Item 7G. They're two separate ordinances, but I think the discussion is pertinent to both.

G. Consider Ordinance #13-49 to amend Chapter 180 of the Municipal Code relating to Fire & Rescue Occupancy Compliance.

Mike Spence:

Mr. President and members of the Board, the chapters in these sections refer to certificate of occupancy. And what we're trying to do is clean -- a lot of times when there are non life

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threatening issues for buildings we will allow a verbal occupancy. And typically what happens after an entity gets a verbal occupancy they don't follow through to have us come out and do a final inspection to issue a written certificate of occupancy. So these changes that we're recommending tonight actually puts time frame when after we issue a verbal occupancy there's going to be a time frame where they have to come back and request a final inspection. In the case of a verbal occupancy we're saying 30 days or other time that the inspector -- if it's a minor issue that the need, maybe 40 days, the inspector has that latitude.

And then we're putting in here failure to comply with this provision could result in violations and penalties as proscribed in Chapter 370-26 of the Village code. The final issue relative to Chapter 370 is for one and two family projects. Again, outstanding issues have to be resolved within one year of the issuance of verbal occupancy. Typically these are very minor things, and we don't have the resources to bird dog all of these. So what this does is it makes them liable to get back to the Village so that we can do a final inspection and actually give them a written certificate of occupancy.

Chief McElmury:

The additions applied to Chapter 180 for the Fire & Rescue ordinance is a complete addition. We haven't had any language that addresses certificate of occupancies before. We actually mirrored the language in both the community development ordinance and in the building inspection ordinance in 420 and 370. So it kind of dovetails in nicely with very similar language and would tie into the penalties. A lot of the issues that are still outstanding when we give a verbal to occupy are fire and rescue related, usually paperwork issues. We ask for a letter from the sprinkler company that says that the sprinkler system is 100 percent complete, the alarm system is 100 percent complete. So if there was ever an issue later and there was a failure or a problem that the contractor wouldn't be able to come back and say, oh, we weren't done with that yet. These are the types of things we're usually waiting for. All the life safety issues are corrected prior to issuing a verbal. And so the language that we put in here allows us to give a verbal which is something that we had done. It just kind of dovetails in nicely with the other ordinances.

Michael Serpe:

Do we have the capability on our computers that it will automatically remind us in 30 days? If we give a 30 day occupancy verbal do we have the capability of that automatically popping up to remind us?

Chief McElmury:

Yeah, our records management system, Firehouse, actually has a thing that allows us to reschedule that. And what we were lacking before was specific penalties to really encourage the owner of the structure or the occupant in the event of like a retail establishment to do that. And now with the language in Mike's ordinances and changes in ours we have some teeth to make sure that happens.

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John Steinbrink:

Any other questions for Doug? Just a note that this is Fire Chief Doug McElmury, Village of Pleasant Prairie Fire Department. And Doug was an Eagle Scout when he was younger. He can tie more knots than anybody I know and even helped Mike untie his shoe one time.

Clyde Allen:

Motion to approve Ordinance 13-48.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike for adoption of Ordinance 13-48. Any further discussion on this item?

ALLEN MOVED TO ADOPT ORDINANCE #13-48 TO AMEND CHAPTER 370 RELATING TO CERTIFICATES OF OCCUPANCY OR COMPLIANCE; SECONDED BY SERPE; MOTION CARRIED 5-0.

Michael Serpe:

Move approval of 13-49.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of Ordinance 13-49. Any further discussion on this item? Those in favor?

SERPE MOVED TO ADOPT ORDINANCE #13-49 TO AMEND CHAPTER 180 OF THE MUNICIPAL CODE RELATING TO FIRE & RESCUE OCCUPANCY COMPLIANCE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

H. Consider Operator License Applications on file.

Jane Romanowski:

Just two applications tonight, Gayle Rodgers, Jacob Tappa. They've met the requirements of the ordinance.

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Clyde Allen:

Motion to approve.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Clyde, second by Monica for approval of operator license applications on file. Any further discussion on any of the applications?

ALLEN MOVED TO APPROVE THE OPERATOR LICENSES FOR GAYLE RODGERS, JACOB TAPPA; SECONDED BY YUHAS; MOTION CARRIED 5-0.

8. VILLAGE BOARD COMMENTS

Michael Serpe:

I have one. On Saturday, Mr. President, as you are aware that we had the dedication to the dog park. And I can't tell you how nice of a job that, where's John, John, Jr. and the staff and the Parks Commission did by putting that together and mapping it out. It's a nice asset to the Village. Very, very, very nice job well done. Nice job, John.

Steve Kumorkiewicz:

I concur with Mike. You guys did an excellent job in that park. It was nice to see all the dogs socializing. That's the first time I saw my dog jump in the water. He's not a water dog, he's a [inaudible] dog. But that was great. It's a big asset to the community. And everybody who was over there was impressed [inaudible]. So thank you, John.

Mike Pollocoff:

Everybody was getting along there. Maybe we could adopt it as a retreat site for Congress and they could play together and sniff each other and whatever it takes to get them to come to an agreement.

Clyde Allen:

Thank you, Mr. President. I just want to thank Cub Scout Nash Pack 567, the Webelos for leading us on our pledge. I hope they got something out of the meeting here tonight. Thank you.

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John Steinbrink:

I also want to congratulate Jean Werbie and Jane Romanowski. They're most recent grandmas. There's been a rash of that in the Village here. So they're both very proud. They display a lot of pictures. Tonight we received candy from Jean, and congratulations on your new additions to the family. Also we've received a few calls on Halloween. Some people are for the date, some people are against. And I think I've received calls on both sides. And I think the one thing we have to remember is the fact that a lot of folks do work in the Village. There aren't sidewalks everywhere. And I believe the Police Chief recommended holding it on Sunday also. So for safety purposes I think we made a good choice with that. I know there's going to be a lot of people that are happy it's on Sunday, and hopefully the weather is going to be good. Because always the determining factor is whether we have the good weather on the actual Halloween day or the day designated as Halloween day.

Michael Serpe:

John, could I dovetail on yours. I received an email on a complaint that we should have had it the same time as the City. And I explained the problems that we used to have years ago when Halloween was held on the night of the date of the event. In a subdivision there's nothing stopping a homeowners association from getting together and organizing their own trick or treat night if they wish on the night. If the parents want to supervise that they're more than welcome to do so. So we're not going to stop anybody from doing this.

But unfortunately with the City with what they do to us now is kids 9, 10, 11, 12 years old that are out don't know the boundaries between Pleasant Prairie and the City. And there are going to be trick or treaters going out on Sunday crossing to the City and Thursday coming across into the Village and it's just not going to mesh. And, plus again you hit it right on the head, John, the safety factor of things that can happen. And I remember years ago when it was pretty rough and that's why the changes were made. Obviously the people that are having kids today weren't born at that time and don't know what went on, but they may soon find out. I hope it goes well but we'll see.

John Steinbrink:

Thank you, Mike. As we know the days do get shorter and darkness comes sooner, and we don't want people walking in the roadway in the dark if we can help.

Steve Kumorkiewicz:

Many, many years ago we used to have [inaudible] police in Pleasant Prairie. They used to be [inaudible] subdivision one of two guys in uniform walking around the Township at the time so it could be more controlled. There didn't used to be all the [inaudible] we have today, all the problems we've got today. Besides that it appears that the parents have more activities going with the kids in nights, so that's going to interfere with their life, too, if we do that. So I think that's the best way to deal with that on Sunday everybody is home, they go in daylight [inaudible].

Village Board Meeting
October 7, 2013

John Steinbrink:

Also, on Saturday the Prairie Farms Trail opens, is that correct, John? And what time does that open?

John Steinbrink, Jr.:

It starts at 9, we're having a grand opening ceremony at 8:30 a.m. at the north ball diamond at Lake Andrea.

John Steinbrink:

So we're going to have a race at that time.

John Steinbrink, Jr.:

That's correct.

John Steinbrink:

So if the scouts have time that day maybe come on down and view the race. Are they old enough to participate yet?

John Steinbrink, Jr.:

Yes, they are. They're probably faster than I am.

John Steinbrink:

I believe they're faster than all of us. So keep that in mind.

Clyde Allen:

Thank you. Dovetailing on that I had the opportunity to go on the trail. And, John, you spoke very highly of it and how beautiful it was. There were areas you didn't see houses, the power plant, you saw nothing, just natural surroundings, and it was more than you described. It was absolutely beautiful. I enjoyed it very much, so I hope a lot of people enjoy it.

John Steinbrink:

Any further Village Board comments?

Village Board Meeting
October 7, 2013

9. **CONSIDER ENTERING INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.95(1)(G) WIS. STATS. TO CONFER WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED.**

John Steinbrink:

And for this we need a roll call vote.

ALLEN MOVED TO ENTER INTO EXECUTIVE SESSION; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – STEINBRINK – AYE; YUHAS – AYE; KUMORKIEWICZ – AYE; ALLEN – AYE; SERPE – AYE; MOTION CARRIED 5-0.

John Steinbrink:

And as a note on Item 10 the Board will return to open session for the purpose of adjournment only. No other business will be conducted.

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

ALLEN MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:45 P.M.

MEMORANDUM

Date: October 15, 2013

To: Village Board of Trustees

From: Jane M. Romanowski
Village Clerk

Re: Ayra's Liquor & Cigar
Combination Class A License Application

Harjeet Singh, Agent for H & N Enterprises, LLC, has applied for a "Class A" Intoxicating Liquor and Class "A" Fermented Malt Beverage License for the property located at 4417 75th Street currently under the trade name of Ayra's. The corporation is purchasing this property and the trade name will not change. This combination license allows for the sale of intoxicating liquor and fermented malt beverages to consumers in original packages or containers from 8 a.m. - 12:00 midnight for off-premises consumption only.

The Police Chief has approved Mr. Singh as an agent for this license, the training and residency requirements have been met and there are no Village account delinquencies. I recommend a "Class A" Intoxicating Liquor and Class "A" Fermented Malt Beverage License be issued to Harjeet Singh, Agent for H & N Enterprises LLC, for the premise located at 4417 75th Street, subject to the following conditions:

1. Payment of license fees (pro-rated) and publications costs.
2. Documentation the property has been purchased by H & N Enterprises LLC.
3. Current License #13-23 issued to Akil Ajmeri to be surrendered.

The license, if granted, will be issued when all conditions have been met and will expire June 30, 2014.

* * * * *

Village of Pleasant Prairie

For the Twelve Months Ending December 31, 2009

2014

	<u>Actual 11</u>	<u>Actual 12</u>	<u>2013 Amend</u>	<u>Actual 13</u>	<u>Estimate 13</u>	<u>Dept Request 14</u>	<u>Admin Request 14</u>
Revenues							
Property Tax	\$5,504,719.77	\$7,154,838.35	\$7,224,400.00	\$7,224,389.32	\$7,224,389.00	\$7,224,400.00	\$7,375,184.00
Departmental Revenue	2,000,195.05	2,149,220.01	2,429,505.00	2,109,166.86	2,766,182.00	2,608,115.00	2,608,115.00
Other Revenue	<u>3,619,132.16</u>	<u>2,671,375.28</u>	<u>2,594,596.00</u>	<u>688,181.13</u>	<u>2,629,979.00</u>	<u>2,605,674.00</u>	<u>2,603,981.00</u>
Total Revenue	<u>11,124,046.98</u>	<u>11,975,433.64</u>	<u>12,248,501.00</u>	<u>10,021,737.31</u>	<u>12,620,550.00</u>	<u>12,438,189.00</u>	<u>12,587,280.00</u>
Operating Expenses							
Village Board	84,039.39	90,412.81	94,266.00	74,477.02	98,244.00	94,375.54	94,375.54
Municipal Court	143,819.63	150,913.85	153,528.00	108,527.19	154,063.00	131,765.53	131,765.53
Administration	285,960.66	351,766.41	220,584.00	174,219.94	204,939.00	228,492.19	231,292.32
Village Clerk			88,599.00	52,880.47	72,652.00	92,419.89	91,919.89
Human Resources	132,580.67	135,715.48	140,137.00	97,326.14	137,185.00	144,574.93	144,774.24
Information Technologies	575,653.48	661,718.51	765,384.00	448,464.19	655,687.59	642,971.54	692,598.70
Finance	403,643.93	393,284.16	438,259.00	315,829.48	431,645.00	457,126.42	467,272.38
Assessing	572,801.50	604,998.38	632,283.00	378,672.18	561,449.00	564,921.35	564,921.50
Village Hall	92,485.36	105,206.64	108,009.00	51,731.26	110,993.00	107,528.39	107,528.39
Roger Prange	243,876.70	224,492.23	222,454.00	159,379.09	249,927.00	249,044.49	249,044.49
Police	3,410,766.19	3,460,847.92	3,583,644.00	2,510,241.40	3,618,608.00	3,642,992.90	3,648,992.90
Fire & Rescue	2,513,846.04	2,881,849.96	3,321,486.00	2,091,418.75	3,367,030.00	3,312,471.07	3,312,471.07
Inspection	236,639.42	238,086.97	246,810.00	179,902.97	249,310.00	258,376.81	258,376.81
Public Safety Communications	399,700.24	347,579.40	460,338.00	295,940.54	457,185.00	495,338.92	495,338.92
Engineering	251,444.40	286,682.17	278,070.00	227,130.80	275,742.00	291,579.40	291,579.04
Public Works	1,393,577.09	1,027,914.34	1,334,695.00	915,350.12	1,332,608.00	1,374,966.04	1,374,966.04
Street Lighting	251,985.76	252,074.14	255,199.00	130,141.73	256,499.00	258,909.80	258,909.80
Parks/Recreation	389,177.32	385,055.37	373,186.00	299,433.46	393,737.00	363,364.79	363,364.79
Community Development	369,231.87	353,400.77	374,893.00	255,929.52	376,764.00	399,948.55	399,948.55
Contingency						<u>100,000.00</u>	<u>100,000.00</u>
Total Operating Expenses	<u>11,751,229.65</u>	<u>11,951,999.51</u>	<u>13,091,824.00</u>	<u>8,766,996.25</u>	<u>13,004,267.59</u>	<u>13,211,168.56</u>	<u>13,279,440.91</u>
Revenue Enhancers						467,667.86	275,032.92
Program Reductions						(85,998.00)	(74,040.00)
						(133,537.00)	
Transfers							
Out	(14,690.00)	(700,000.00)					
In	<u>843,323.00</u>	<u>893,154.00</u>	<u>843,323.00</u>		<u>893,154.00</u>	<u>893,154.00</u>	<u>893,154.00</u>
Total Other Expenses	<u>(828,633.00)</u>	<u>(193,154.00)</u>	<u>(843,323.00)</u>		<u>(893,154.00)</u>	<u>(645,021.14)</u>	<u>(692,161.08)</u>
Net Income	201,450.33	216,588.13		1,254,741.06	509,436.41	(127,958.42)	0.17
FUND BALANCE							
Beginning of Year	3,514,893.00	3,716,343.00	3,932,930.00	3,932,930.00	3,932,930.00	4,392,928.00	4,392,928.00
End of Year	3,716,343.33	3,932,931.13	3,932,930.00	5,187,671.06	4,442,366.41	4,264,969.58	4,392,928.17
Reserved	583,181.00	508,633.00	750,000.00	750,000.00	750,000.00	750,000.00	750,000.00
Unreserved Fund Balance	3,133,162.33	3,424,298.13	3,182,930.00	4,437,671.06	3,692,366.41	3,514,969.58	3,642,928.17

1 - Operating Fund

**Village of Pleasant Prairie
2014 General Fund Budget
New Programs**

Priority	Department	Name of Program	One Time	Department Request		% in Dept	Fund 100		Change
				Amount of Program	Cumulative		Amount of Program	Cumulative	
<u>Recommended</u>									
1	Assessing	Part-time Building Sketch Technician	X	25,597	25,597	100%	25,597	25,597	-
2	Public Works	Sign Retro reflectivity Replacement Program		44,000	69,597	100%	44,000	69,597	-
3	Police	Increase Overtime, off set by citation revenue		(17,660)	51,937	100%	(17,660)	51,937	-
4	Court	Part-time Court/Finance Employee to Full-time		312	52,249	100%	312	52,249	-
5	IT	New Position: Technology Support Technician		68,092	120,341	64%	43,579	95,828	(24,513)
6	IT	New Position: Technology Support Technician		68,092	188,433	64%	43,579	139,407	(24,513)
7	HR	PT HR Employee		14,091	202,524	64%	9,018	148,425	(5,073)
8	Fire & Rescue	Reclassify Assistant Chief to Deputy Chief		7,144	209,668	100%	7,144	155,569	-
9	Administration	Open Town Hall - online public forum (Peak Democracy)		6,000	215,668	64%	3,840	159,409	(2,160)
10	IT	Backup ISP at Prange and RP		20,000	235,668	64%	12,800	172,209	(7,200)
11	Parks	Replace dead trees throughout Village (25 trees)		10,000	245,668	100%	10,000	182,209	-
12	Public Works	Demolish old Mautronic Building & Restoration	X	43,000	288,668	100%	43,000	225,209	-
13	CD	Planning Clerk		49,826	338,494	100%	49,826	<u>275,035</u>	-
Allocate to other Funds								63,459	(63,459)
<u>Not Recommended</u>									
	Police	Add two police officers - partial funding through COPS Grant		26,718	26,718	100%	26,718	601	20,272
	IT	New Business License Software	X	9,175	35,893	100%	9,175	602	9,695
	Engineering	Hire Engineering / Inspection intern for the summer for weed complaints		3,884	39,777	100%	3,884	603	5,288
	Fire & Rescue	Add One Full-time Firemedic position		82,394	122,171	100%	82,394	605	23,797
	Fire & Rescue	Add One Full-time Firemedic position		82,394	122,171	100%	82,394	607	4,407
	Fire & Rescue	Longevity Bonus for Paid-on-call personnel		2,756	124,927	100%	2,756		63,459
	Fire & Rescue	CFAI Accreditation		3,325	128,252	100%	3,325		

**Village of Pleasant Prairie
2014 General Fund Budget
Revenue Enhancements**

Priority	Department	Name of Program	Link to Capital	Amount of Program	Cumulative
<u>Recommended</u>					
	Fire & Rescue	Increase Ambulance Base Rate	No	66,040	66,040
	Fire & Rescue	Increase Permit Fees	No	8,000	74,040
<u>Not Recommended</u>					
	Community Development	General Business License	Yes	11,958	11,958

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**Village of Pleasant Prairie
2014 General Fund Budget
Program Reductions**

Priority	Department	Name of Program	Amount of Program	Percent In Dept	Cumulative	
<u>Not Recommended</u>						
	Police	Eliminate One Police Officer	80,015	100%	80,015	80,015
	Public Safety Communications	Eliminate One Dispatcher	52,522	100%	52,522	132,537
	HR	Discontinue Pre-employment drug screens	10,000	10%	1,000	133,537

Decrease of
\$95,976

			ACTUAL 2011	ACTUAL 2012	H4Y201312	AMEND 2013	ACTUAL 2013	EST2013	DEPT2014	DEPTREQ14
	ACCOUNT	Label	Actuals 2011	Actuals 2012	Original Budget 2013	Amended Budget 2013		Actuals 2013	Estimate 2013	Non HR Request
	411100000	Property Taxes	1,716,033	1,672,153	1,452,709	1,452,709	1,452,709	1,452,709	113,062	1,356,733
	411101000	Property Tax	0	0	0	0	0	0	0	0
	420001000	Special Assessments	73,824	51,853	34,156	34,156	28,411	34,152	3,384	40,575
	481101000	Interest on Investments	2,327	2,830	2,500	2,500	455	2,000	212	2,500
	481301000	Interest on Special Assessments	28,597	26,523	19,682	19,682	6,989	19,047	1,366	16,348
=	TOTREV	Total Revenue	1,820,781	1,753,359	1,509,047	1,509,047	1,128,241	1,507,908	118,024	1,416,156
	491001000	Proceeds on GO Debt	0	0	0	0	0	0	0	0
	491002000	Premium on GO Debt	0	0	0	0	0	0	0	0
	492001000	Operating Transfer In	0	0	0	0	0	0	0	0
	583000630	Issuance Expense	0	0	0	0	0	0	0	0
=	OTHFIN	Other Financing Sources	0	0	0	0	0	0	0	0
	581000610	Principal on Long Term Notes	1,501,275	1,425,317	1,219,127	1,219,127	1,218,189	1,219,127	101,524	1,218,189
!	582900620	Interest on Long Term Notes	357,533	302,538	289,920	289,920	209,398	244,289	16,499	197,966
=	TOTEXP	Total Expenses	1,858,808	1,727,855	1,509,047	1,509,047	778,160	1,463,416	118,023	1,416,155
=	EXCESS	Excess (Deficiency)	(38,027)	25,504	0	0	350,080	44,491	0	0
	BFB	Beginning Fund Balance	718,794	680,767	695,663	706,271	706,271	706,271	62,569	750,762
=	EFB	Ending Fund Balance	680,767	706,271	695,663	706,271	1,056,351	750,762	62,569	750,762

			ACTUAL 2011	ACTUAL 2012	H4Y201312	AMEND 2013	ACTUAL 2013	EST2013	DEPT2014	DEPTREQ14
	ACCOUNT	Label	Actuals 2011	Actuals 2012	Original Budget 2013	Amended Budget 2013	Actuals 2013	Estimate 2013	Non HR Request	Total Department Request
+	411100000	General property taxes	1,850,337	364,494	514,373	514,373	514,373	514,373	42,869	514,373
+	434100000	Income tax from state	0	0	0	0	387,743	387,743	3,379	40,460
+	435210000	Road Grants from State	0	820,682	759,276	759,276	569,124	759,276	63,273	759,276
+	435211000	Grants	13,836	64,901	30,000	30,000	7,852	37,852	3,750	45,000
	435212000	Wi dept of trans reimbursement	0	0	0	0	0	0	0	0
	435213000	Inter - governmental - reimbursemt	50,666	0	0	0	0	0	0	0
	461002000	Impact Fees (Collection)	107,426	164,281	100,000	100,000	222,371	250,000	8,337	100,000
	481101000	Interest on investments	12,430	7,323	10,000	10,000	2,176	10,000	837	10,000
+	483011000	Sale - Law Enforcement Prop/ Equip	0	0	21,000	21,000	0	21,000	1,462	17,500
	483091000	Sale of village property/equip	0	0	0	0	0	0	0	0
+	484401000	Insurance award/refund village	7,186	0	0	0	0	0	0	0
	485001000	Donations	0	0	0	0	0	0	0	0
+	489001000	Miscellaneous receipts	3,000	233,717	0	0	5	0	0	0
+	492002000	Operating Transfer In	0	815,000	89,030	89,030	0	58,812	1,965	23,415
=	TOTREV	Total Revenue	2,044,881	2,470,398	1,523,679	1,523,679	1,703,644	2,039,056	125,872	1,510,024
+	CAPOUTLAY	Capital outlay	2,681,018	2,581,789	1,963,240	1,963,240	399,470	1,488,242	702,603	8,431,115
	491001000	Proceeds on g.o. Debt	0	0	0	0	0	0	358,337	4,300,000
	491002000	Premium on g.o. Debt	0	0	0	0	0	0	0	0
+	491003000	Impact Fees	0	0	0	0	0	0	64,556	774,452
	491103000	Sale of PropertyEquipment	0	6,755	0	0	0	0	0	0
	491104000	Sale of Law Enforcement Prop	24,314	31,893	0	0	0	0	0	0
	583000630	Issuance expense	0	0	0	0	0	0	7,401	88,746
	970930900	Transfer Out	0	0	0	0	0	0	0	0
=	OTHFIN	Other Financing Sources (Uses)	24,314	38,648	0	0	0	0	415,492	4,985,706
=	EXCESS	Excess (Deficiency)	(611,823)	(72,743)	(439,561)	(439,561)	1,304,174	550,814	(161,239)	(1,935,385)
	BFB	Beginning Fund Balance	3,204,432	2,592,609	2,270,117	2,592,609	2,592,609	2,519,866	255,890	3,070,680
=	EFB	Ending Fund Balance	2,592,609	2,519,866	1,830,556	2,153,048	3,896,783	3,070,680	94,651	1,135,295
	IFB	Impact Fee Balance	1,394,882	1,070,839	1,079,811	1,079,811	1,313,227	1,243,387	47,414	568,935
	VBB	Village Borrowing Balance	496,365	0	0	0	0	0	0	0
=	UFB	Unrestricted Fund Balance	701,362	1,449,027	750,745	1,073,237	2,583,556	1,827,293	47,237	566,360

2013 General Fund Capital Expenditures
Through September 11, 2013

PROJECT DESCRIPTION	2013 Budget	Actuals 9/11/2013	2013 Estimate	Budget Variance	Notes
<u>Road Construction</u>					
<u>2013 Budget</u>					
Micro Surface	210,000	437,929	426,030		Paving Program will be over by \$25,000 estimate
Pulverize & Relay Asphalt	190,000		-		
	400,000	437,929	426,030	(26,030)	
<u>Carryover from 2012</u>					
Pulverize & Relay Asphalt	250,000		250,000	-	
STH 50 Repaving		50	50	(50)	
STH 50 Reconstruction		4,828	4,828	(4,828)	
HWY 165 Roundabouts		16	16	(16)	
Cooper Rd Repaving		791	791	(791)	
Demo House 4206 104th St		6,594	6,594	(6,594)	
	250,000	12,278	262,279	(12,279)	
	650,000	450,206	688,309	(38,309)	
<u>Equipment</u>					
<u>Village Clerk</u>					
Voting Equipment	56,000		-	56,000	Pending Approval from the State
	56,000	-	-	56,000	
<u>Fire & Rescue</u>					
Self Contained Breathing Apparatus	416,324		-	416,324	Carryover to 2014
Thermal Imaging Camera Replacement	27,576	12,576	12,576	15,000	\$6,034 of original invoice paid by Fund 503
Turnout Gear Racks	20,000		20,000	-	
Flooring Replacement		25,306	25,306	(25,306)	
Fire Radio Repeater Conversion - Carryover 2012	71,000			71,000	Need to include in 2014 Capital
	534,900	37,882	57,882	477,018	
<u>Information Technology/Wide Area Network Clients</u>					
Servers & DVR's	74,000	11,818	22,835	51,165	
Storage, Tape Drives & Backbones	22,000		32,000	(10,000)	
CCTV & Access Control Rollouts (New)	40,900	2,772	26,900	14,000	
Data Center Maintenance	10,000		10,000	-	
Communication - Telco, Email & Radio	30,000		30,000	-	
Finance Systems / HR / Utility Billing	205,640	124,577	163,369	42,271	Carry over \$23,415 to 2014 Capital
	382,540	139,167	285,104	97,436	

2013 General Fund Capital Expenditures
Through September 11, 2013

PROJECT DESCRIPTION	2013 Budget	Actuals 9/11/2013	2013 Estimate	Budget	
				Variance	Notes
<u>Engineering</u>					
Engineering Survey Equipment	8,800		10,000	(1,200)	Shopping for Deals - Kathy approved for \$10,000
<u>Parks</u>					
Ingram Park Improvements	35,000	19,952	40,000	(5,000)	Waiting for bid for fence for accurate total cost
Beach Volleyball Courts	-	56,613	56,613	(56,613)	
Lake Andrea Beach fencing	-	-	28,255	(28,255)	
	35,000	76,564	124,868	(89,868)	
<u>Police/Police Facility</u>					
Vehicle Fleet Additions/Replacements & Unmarked	159,000	137,218	137,218	21,782	Done Purchased Vehicles for the year
Police Department Expansion	-	77,451	77,451	(77,451)	Final paid out to Riley (Impact Fees)
	159,000	214,669	214,669	(55,669)	
<u>Public Safety Communications</u>					
Install 4th Satellite Radio for Fire, Rescue & PD	30,000		27,000	3,000	Received bid
<u>Public Works</u>					
LED lights on Terwall Terrace	27,000		27,000	-	
Roof Salt Shed	80,000	565	48,833	31,167	
Radios/FCC Narrowband Requirement	-	4,578	4,578	(4,578)	
	107,000	5,143	80,411	26,589	
Departments Capital Grand Total	1,313,240	473,426	799,934	513,306	
<u>Other</u>					
Bond Issuance Expense			-		
	1,963,240	923,632	1,488,242	474,998	
	1,963,240	923,632	1,488,242	474,998	

			ADMINREQ14
	ACCOUNT	Label	Administrator's Request
+	411100000	General property taxes	790,493
+	434100000	Income tax from state	40,460
+	435210000	Road Grants from State	786,184
+	435211000	Grants	45,000
	435212000	Wi dept of trans reimbursement	0
	435213000	Inter - governmental - reimbursemt	0
	461002000	Impact Fees (Collection)	100,000
	481101000	Interest on investments	10,000
+	483011000	Sale - Law Enforcement Prop/ Equip	17,500
	483091000	Sale of village property/equip	0
+	484401000	Insurance award/refund village	0
	485001000	Donations	0
+	489001000	Miscellaneous receipts	0
+	492002000	Operating Transfer In	23,415
=	TOTREV	Total Revenue	1,813,052
+	CAPOUTLAY	Capital outlay	9,302,362
	491001000	Proceeds on g.o. Debt	6,511,000
	491002000	Premium on g.o. Debt	0
+	491003000	Impact Fees	588,413
	491103000	Sale of PropertyEquipment	0
	491104000	Sale of Law Enforcement Prop	0
	583000630	Issuance expense	127,774
	970930900	Transfer Out	0
=	OTHFIN	Other Financing Sources (Uses)	6,971,639
=	EXCESS	Excess (Deficiency)	(517,671)
	BFB	Beginning Fund Balance	3,070,680
=	EFB	Ending Fund Balance	2,553,009
	IFB	Impact Fee Balance	754,974
	VBB	Village Borrowing Balance	0
=	UFB	Unrestricted Fund Balance	1,798,035

**Village of Pleasant Prairie
2014 Budget
Capital Requests**

Project Number	Project Name	Dept Name	Dept Request 2014	Adjustments	Administrator Request	Explanation
<u>Recommended</u>						
FR-09	Ambulance	Fire & Rescue	260,495		260,495	
FR-16	All Terrain Vehicle	Fire & Rescue	40,680		40,680	
FR-29	Ladder Truck	Fire & Rescue	1,453,896		1,453,896	
FR-32	Thermal Imaging Camera Replacement	Fire & Rescue	24,042		24,042	
FR-39	Mobile Command Post	Fire & Rescue	25,000		25,000	
IT-01	Servers and DVR's	Information Technology	80,314		80,314	
IT-02	Storage, Tape Drives and Backbone	Information Technology	43,000		43,000	
IT-03	CCTV and Access Control Rollouts(new)	Information Technology	56,600		56,600	
IT-05	Data Center Maintenance	Information Technology	10,000		10,000	
IT-06	Communication - Telco, Email and Radio	Information Technology	56,000		56,000	
IT-07	GIS and Orthophotography	Information Technology	20,000		20,000	
IT-14	Inspection & CD Systems	Information Technology	68,000		68,000	
P-12-03	Ingram Park Improvements	Parks	10,000		10,000	
P-13-04	Prairie Springs Park Pavilion - Picnic Area 2	Parks	10,000		10,000	
P-14-03	Des Plaines Pedestrian Trail	Parks	103,000		103,000	
P-14-05	All Parks ADA Compliant	Parks	11,000		11,000	
PO-01	Automatic License Plat Recognition	Police	147,500		147,500	
PO-02	In-car Video	Police	75,045		75,045	
PO-03	Automatic License Plate Recognition	Police	17,000		17,000	
PW-13-03RPC	Storage Bay Drainage	Public Works	20,000		20,000	
PW-13-04RPC	Salt Shed Drainage	Public Works	6,000		6,000	
PW-13-06	Pole Mount Speed Display	Public Works	13,000		13,000	
PW-14-01RPC	Storage Bay Floor Epoxy Seal	Public Works	30,000		30,000	
A-01	Voting Equipment	Village Clerk	56,000		56,000	
FR-10	Relocate and Build Station 1	Fire & Rescue	2,875,433	2,522,310	5,397,743	Complete in one year
P-13-05	North Ballfields - Construct Pavilion and Pave Lot	Parks	420,000	(310,000)	110,000	Build simple pavilion with bathrooms only
R-11-01	Microsurface	Roads	203,164	(125,898)	77,266	Reduce down to prior years allocation
R-14-01	Overlay 2"	Roads	909,013	(563,303)	345,710	Reduce down to prior years allocation
R-14-02	Micropave	Roads	208,652	(130,967)	77,685	Reduce down to prior years allocation
R-14-03	Pulverize and relay new asphalt	Roads	385,595	(238,948)	146,647	Reduce down to prior years allocation
FR-37	Fire Radio Repeater Conversion	Fire & Rescue	-	71,000	71,000	Carryover from 2012
	Self Contained Breathing Apparatus	Fire & Rescue		416,324	416,324	Carryover from 2013
	Finance Systems / HR /Utility Billing	Finance / HR		23,415	23,415	Carryover from 2013
		Total Recommended	7,638,429	1,663,933	9,302,362	
<u>Not Recommended</u>						
FR-08	Automobile	Fire & Rescue	45,570			
PW-14-02RPC	Equipment Storage at Roger Prange	Public Works	236,377			
			281,947			
			7,920,376			

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

Consider the request of Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104th Avenue and 77th Street in the Prairie Ridge Development for approval of a Certified Survey Map to subdivide the property into two parcels and Development Agreement and related documents for the extension of the public sidewalk in 77th Street and street trees.

Recommendation: Recommendation: On October 14, 2013 the Plan Commission recommended that the Village Board approve the Certified Survey Map and Development Agreement as presented in the Village Staff Report of October 21, 2013.

Consider a Zoning Text Amendment (Ord. #13-51) for the request of Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104th Avenue and 77th Street to amend The Prairie Ridge West Commercial Development Planned Unit Development related to lot size and setback requirements.

Recommendation: On October 14, 2013 the Plan Commission recommended that the Village Board approve the Zoning Text Amendment (Ord. #13-51) as presented.

VILLAGE STAFF REPORT OF OCTOBER 21, 2013

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

Consider the request of Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104th Avenue and 77th Street in the Prairie Ridge Development for approval of a Certified Survey Map to subdivide the property into two parcels and Development Agreement and related documents for the extension of the public sidewalk in 77th Street and street trees.

Consider a Zoning Text Amendment (Ord. #13-51) for the request of Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104th Avenue and 77th Street to amend The Prairie Ridge West Commercial Development Planned Unit Development related to lot size and setback requirements.

The petitioner is requesting several approvals for the development of a 4,787 square foot small animal veterinary clinic to be known as Regner Veterinary Clinic. The clinic will provide medical exams, emergency services, dentistry, radiology and surgical services. In addition, they will only board hospital cases which require an over-night stay. General boarding or cremation services will not be provided on location. Specifically the petitioner is requesting approval of a Certified Survey Map, Development Agreement, and a Zoning Text Amendment for the proposed development.

The veterinary clinic is proposed to be located on a 0.95 acre property which is a portion of Lot 4 of CSM 2726 within the Prairie Ridge West Commercial Development on the northeast corner of 104th Avenue and 77th Street.

The property is zoned B-2 (PUD), Community Business District with a Planned Unit Development. The B-2 District allows a veterinary clinic with emergency services with approval of a conditional use permit. On October 14, 2013 the Village Plan Commission approved a Conditional Use Permit including Site and Operational Plans, Digital Security Imaging System (DSIS) Agreement and Easement of the for the Veterinary Clinic..

Background Information related to Prairie Ridge West Commercial Development: This property is located within the Prairie Ridge West Commercial Development (PR WEST). The following is background information related to the PR West. On August 20, 2012 the Village Board conditionally approved a Conceptual Plan for the development of PR West and adopted the PR West PUD (Ord. #12-29) that specifically allows for shared cross access for the lots as well as specific signage requirements for monument signs for each individual lot and the for two (2) shared signs for Lots 1-3 within the PR West.

The Conceptual Plan for PR West encompasses 9.2 acres located at the southeast corner of STH 50 and 104th Avenue within the Prairie Ridge Development. The property was subdivided into **four (4) lots for commercial development sites.** Cheddar's Casual Café, as conditionally approved by the Plan Commission on November 12, 2012 on Lot 1 opened today (October 14, 2013) and The Plaza at Prairie Ridge approved by the Plan Commission on May 28, 2013 is currently under construction within PR West. The proposed Regner Veterinary Clinic is proposed to be constructed on Lot 4. As noted above, Lot 4 is proposed to be re-divided, see the comments below related to the Certified Survey Map for further details.

On August 13, 2012 the Plan Commission approved Preliminary Site and Operational Plans to allow for the mass grading and installation of public and private infrastructure

improvements for PR West. On August 20, 2012 the Village Board approved the Development Agreement for the installation of the required public improvements for PR West.

A Prairie Ridge West Commercial Development Owner's Sub-Association to manage the shared maintenance responsibilities of all internal commonly owned improvements has been established for the four (4) lots within PR West. A *Declaration of Covenants and Restrictions for the Prairie Ridge West Commercial Development* has been recorded. The lots within PR West shall conform to these restrictions, in addition to the original *Prairie Ridge Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants*, which may be amended from time to time.

Certified Survey Map: The CSM will subdivide Lot 4 of CSM 2726 into two lots—Lot 1 for the development of the Regner Veterinary Clinic and Outlot 1 which is common open space for Lots 1-4 of CSM 2726. A majority of Outlot 1 is wetlands and common access elements to service Lots 1-3 of CSM 2726. Outlot 1 will be maintained by the PR West Sub-Association and required in CSM 2726 as reiterated in the language on this new CSM. By creating the area that the Sub-Association is responsible within the Outlot rather than just an easement will make it easier for the owner of the proposed new Lot 1 and the owner of Outlot 1 to properly assign the fair share of taxes and maintenance responsibilities.

Development Agreement: As part of the development the sidewalk in 77th Street will need to be extended and provided handicapped accessible connection at the intersection of 104th Avenue and 77th Street and one addition street tree being installed on 77th Street about 40 feet west of the western most existing street tree. Sidewalk and street trees will not be required on 104th Avenue at this time, but may be installed when 104th Avenue is improved as part of the STH 50 improvements scheduled between 2017 and 2020. See *attached* draft Development Agreement.

Zoning Text Amendment: The property is currently zoned B-2 (PUD) Community Business District with a Planned Unit Development Overlay District. As noted above this property is part of the PR West and Ord. #12-29 created the PUD requirements for this development that were amended by Ord. #13-20 for specific sign requirements for The Plaza. At this time, the petitioner is requesting a Zoning Text Amendment to create the specific PUD District for the proposed development.

In consideration of the above noted dimensional requirements, the Village will require that public sidewalks be installed within 77th Street to 104th Avenue (as further discussed in the Development Agreement) and a Digital Security Imaging System shall be incorporated into the development pursuant to Chapter 410 of the Village Municipal Ordinance (as further discussed below). See *attached* zoning text amendment.

The PUD amendment includes the following changes:

- Since Lot 4 of CSM 2726 is proposed to be subdivided into Lot 1 and Outlot 1 of a new Certified Survey Map, the legal description included in the PUD is being amended and reference to lots within the PUD were clarified.
- To allow the building including the deck on Lot 1 of the proposed CSM to be located five (5) feet from shared lot line with Outlot 1.
- To allow any sidewalks and patio areas to be located five (5) feet from the wetlands rather than 10 feet.
- The PUD also references the Development Agreement and the DSIS Agreement for the development of the Regner Veterinary Clinic.

For security purposes and as required in the Planned Unit Development as part of the community benefit, the exterior of the site will be equipped with a DSIS pursuant to Chapter 410 of the Village Municipal Ordinance (See *attached* draft DSIS Agreement and Access Easement as conditionally approved by the Plan Commission on October 14, 2013),. The DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine commercial establishments and their sites and will provide emergency response personnel with a visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers.

In addition to the DSIS Agreement, the medicine/drug cabinet will be locked and monitored by a camera. The interior monitoring of the medicine/drug cabinet is not required to be part of the exterior DSIS.

RECOMMENDATIONS

Recommendation: On October 14, 2013 the Plan Commission recommended that the Village Board approve the Certified Survey Map and Development Agreement subject to the following conditions:

1. The *attached* changes to the CSM shall be made and resubmitted for Village staff review.
2. Any outstanding taxes or special assessments shall be paid prior to recording the CSM.
3. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy of the CSM shall be provided to the Village within 30 days of Village Board approval and prior to issuance of building permit
4. The *attached* Development Agreement (prepared by the Village and reviewed by the owner)) and related supporting documents shall be finalized and executed by the owner at a closing prior to the issuance of any permits for the development.
5. The following shall be submitted for review and approval and will be included as Exhibits to the Development Agreement:
 - a. Five (5) approved copies of the approved Site and Operational Plans that include public sidewalk improvement plans. *See specific comments in the conditions for approval of the Site and Operational Plans for revisions to the engineering plans for the sidewalk.*
 - b. A copy of the signed contract and certificate of insurance. The contract shall **have the owner's name as shown** on the title of the property. The certificate of insurance shall also list the Village of Pleasant Prairie as an insured party. (Contractor shall be Village pre-approved contractors).
 - c. A cash deposit or a two-year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 125% of the total cost of public related improvements, including shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the Letter of Credit and the cash payments. *IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit. The Cash payments and the "Final " LOC shall be provided prior to the Village at the closing.*

- d. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the CSM.
- e. All other related documents required for closing.
- 6. Upon Village Board approval of the and within 60 days of said approval the Village will host a closing to have the Development Agreement executed. The owner shall be responsible for recording the required documents at the Kenosha County Register of Deeds Office and providing proof of recording to the Village within 48 hours of closing with the Village.
- 7. **Following the closing, the owner's engineer shall coordinate a pre-construction** meeting with the Village. Contact Matt Fineour, P.E. Assistant Village Engineer at 262-925-6778 to coordinate this meeting. This pre-construction meeting shall be combined with the required pre-construction meeting noted in the conditions for the Site and Operational Plan approval.
- 8. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
- 9. All Village fees incurred by the Village Engineer and/or expert assistant required by the Village throughout the development process will be billed directly to the owner. Such fees shall be paid in a timely manner.
- 10. All Village fees incurred by the Village Community Development Department and/or expert assistant required by the Village throughout the development process will be billed directly to the owner. Such fees shall be paid in a timely manner.
- 11. After the public improvement work has commenced, non-payment of any delinquent Village invoices shall result in stop work orders being issued on the construction activity until payments are made.

Recommendation: On October 14, 2013 the Plan Commission recommended that the Village Board approve the Zoning Text Amendment (Ord. #13-51) as presented.

★ Need to re-read & rewrite language
so that Outlet 1 and Lot 1 of this CSM
has continued responsibilities

CERTIFIED SURVEY MAP NO. _____

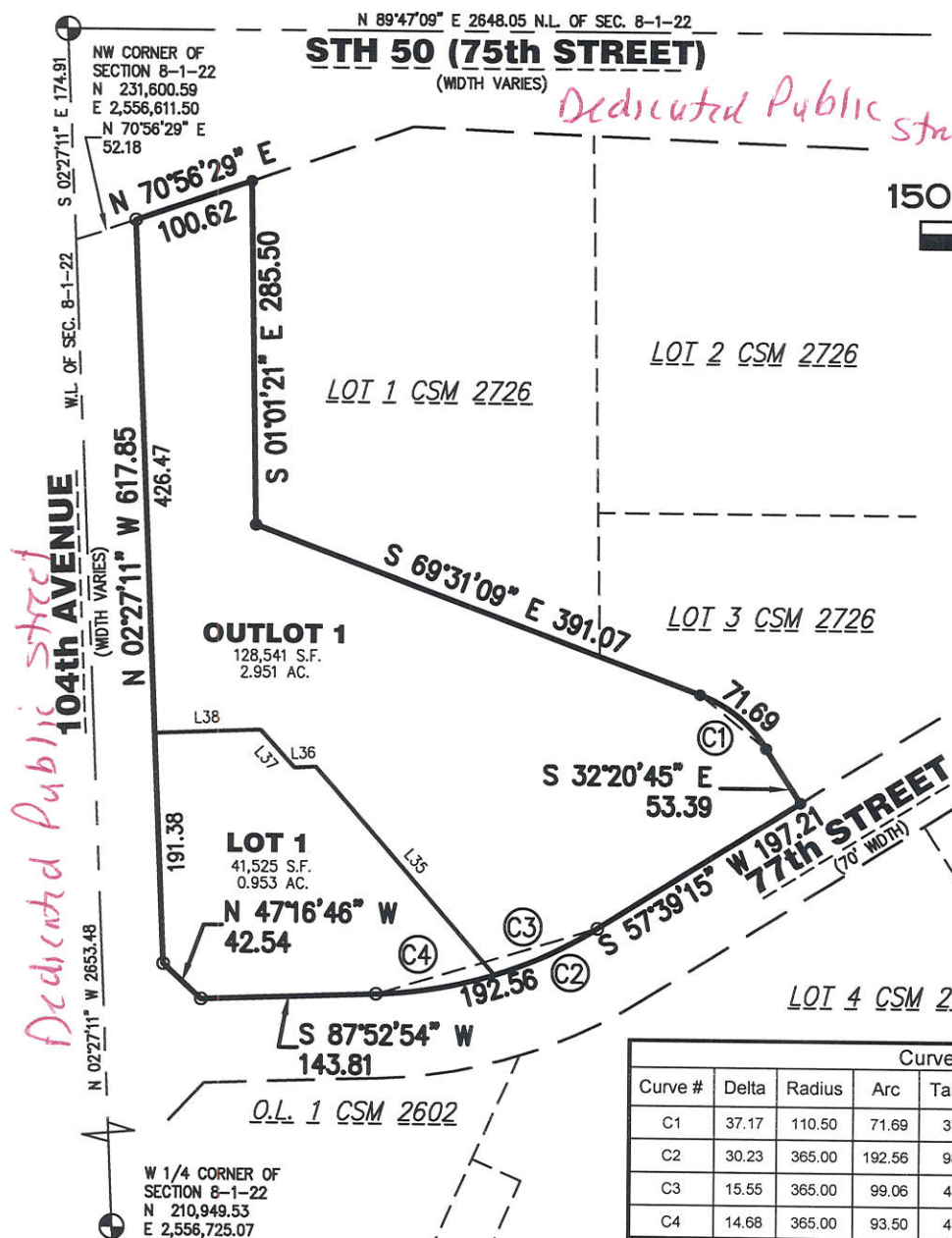
BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.



150' 0' 150'

SCALE 1"=150'

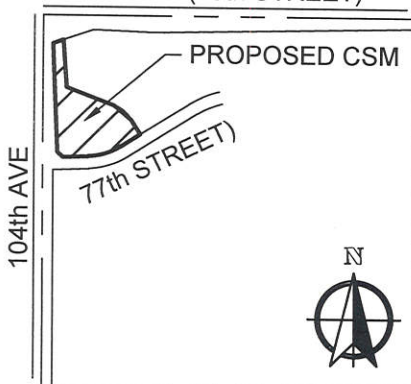
Line Table		
Line #	Length	Direction
L35	226.16	S40° 47' 02"E
L36	17.61	N86° 54' 49"E
L37	42.04	S42° 04' 06"E
L38	87.04	N87° 32' 49"E



Curve Table						
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C1	37.17	110.50	71.69	37.16	N 50° 55' 57" W	70.44
C2	30.23	365.00	192.56	98.58	S 72° 46' 05" W	190.34
C3	15.55	365.00	99.06	49.84	S 80° 06' 23" W	98.75
C4	14.68	365.00	93.50	47.01	S 64° 59' 34" W	93.25

LOCATION MAP

STH 50 (75th STREET)



NW 1/4 SECTION 8-1-22

NOTES:

ZONING OF PARCELS IS B-2 (PUD)

OWNER/LAND DIVIDER: AURIGA, LLC
8115 WEST RIDGE DRIVE, PLEASANT PRAIRIE, WI. 53158

SURVEYOR: NIELSEN MADSEN & BARBER, S.C.
1458 HORIZON BLVD. SUITE 200, RACINE, WI 53406

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929.

BEARINGS BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.
BASED UPON NAD 1927. THE WEST LINE OF
SECTION 8-1-22 IS ASSUMED TO BEAR
N 02°27'11" W.

LEGEND:

- 1" O.D. IRON PIPE FOUND
- 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET
- 6" CONC. MON. W/ BRASS CAP FOUND

RECEIVED
SEP 16 2013
Village of Pleasant Prairie

Date: September 17, 2013

This Instrument was drafted by Mark R. Madsen

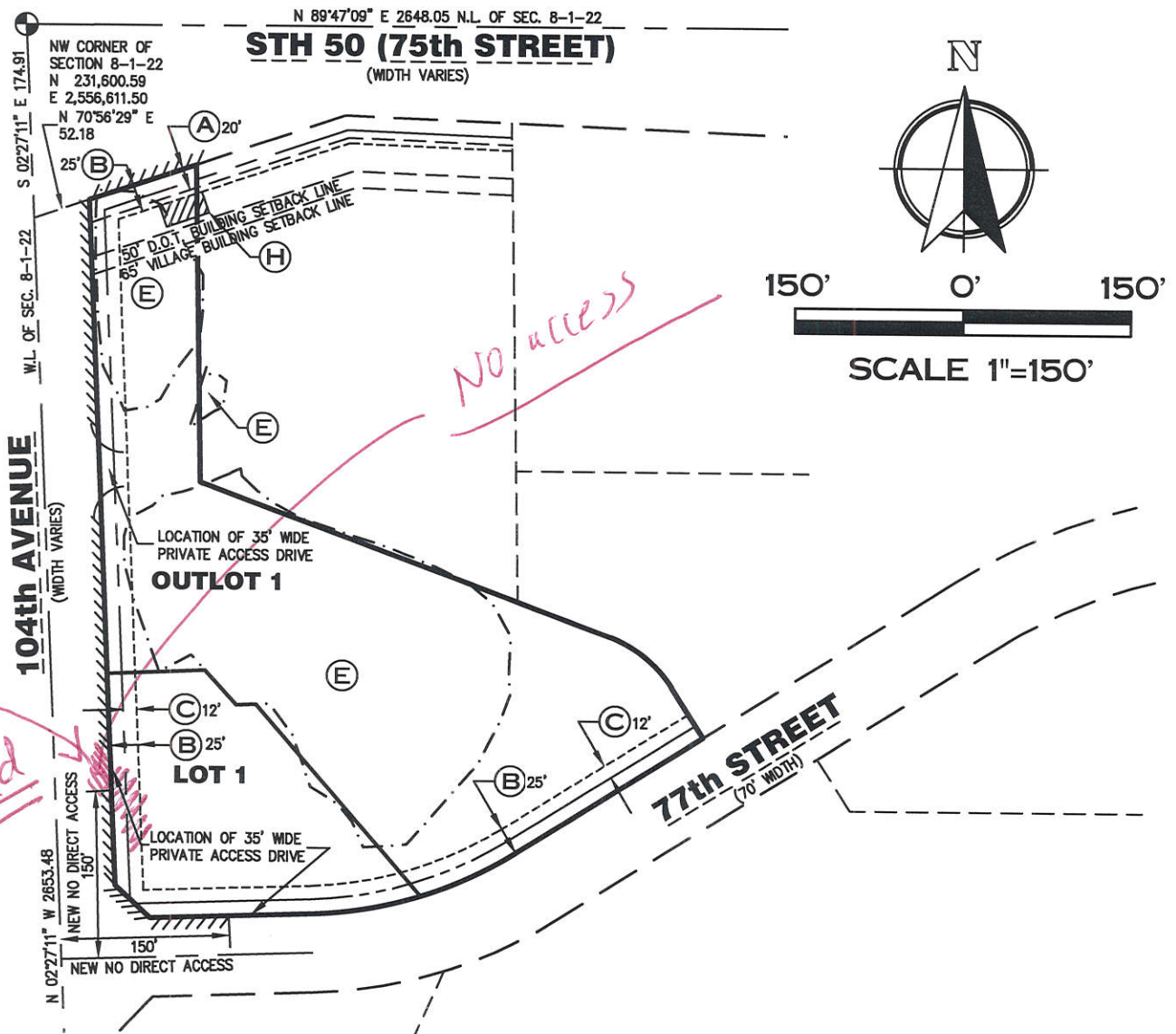
PROJECT ID: 2012.0009.15

SHEET 1 OF 18 SHEETS

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

EASEMENT & RESTRICTION CARRYOVER FROM CSM's 2482, 2666 & 2726



- (A) 20' WIDE DEDICATED PUBLIC WATER MAIN, ACCESS AND MAINTENANCE EASEMENT. (PER C.S.M. NO. 2666 AND 2726)
- (B) 25' WIDE DEDICATED PLANTING AND LANDSCAPE EASEMENT AND RESTRICTED PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA, EXCEPT AS OTHERWISE AGREED TO BY THE VILLAGE OF PLEASANT PRAIRIE. (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). (PER C.S.M. NO. 2666 AND 2726)
- (C) DEDICATED UTILITY EASEMENT AREAS GRANTED TO WISCONSIN ELECTRIC POWER COMPANY, AMERITECH AND TIME WARNER CABLE. (PER C.S.M. NO. 2666 AND 2726)
- (E) DEDICATED WETLAND CONSERVANCY AREA EASEMENT AND RESTRICTED WETLAND CONSERVANCY AREA (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). (PER C.S.M. NO. 2666 AND 2726)
- (H) DEDICATED ENTRY MONUMENT EASEMENT. (PER C.S.M. NO. 2482, 2666 AND 2726)

INDICATES NO DIRECT ACCESS PERMITTED TO ADJACENT ROADWAYS PURSUANT TO VILLAGE OF PLEASANT PRAIRIE or WISDOT REQUIREMENTS.

Date: September 17, 2013

This Instrument was drafted by Mark R. Madsen

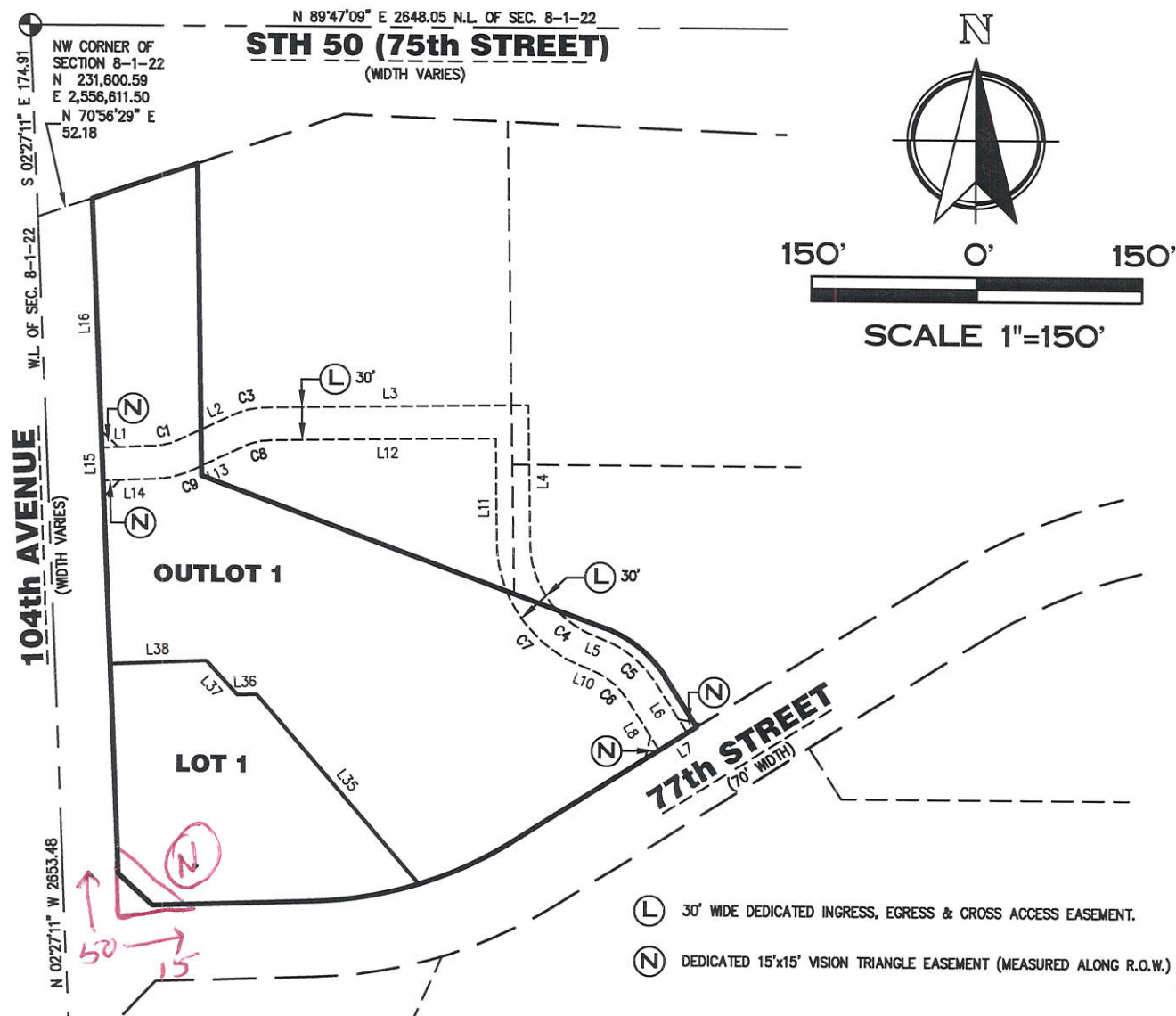
PROJECT ID: 2012.0009.15

SHEET 2 OF 18 SHEETS

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

INGRESS, EGRESS & CROSS ACCESS EASEMENTS



Ingress, Egress & Cross Access Easement Line Table

Line #	Length	Direction	Line #	Length	Direction
L1	47.42	N87° 32' 50"E	L21	24.00	N88° 58' 39"E
L2	53.39	N64° 40' 30"E	L22	216.58	S01° 01' 22"E
L3	235.82	N88° 58' 39"E	L23	213.34	N87° 48' 09"W
L4	125.09	S01° 01' 22"E	L25	30.78	N88° 58' 39"E
L5	4.82	S69° 31' 09"E	L26	28.50	N01° 01' 21"W
L6	53.35	S32° 20' 44"E	L27	24.00	N88° 58' 39"E
L7	30.00	S57° 39' 16"W	L28	28.50	S01° 01' 21"E
L8	53.35	N32° 20' 44"W	L29	131.22	N88° 58' 39"E
L10	4.82	N69° 31' 09"W	L30	24.00	S01° 01' 22"E
L11	95.09	N01° 01' 22"W	L31	186.00	S88° 58' 39"W
L12	205.82	S88° 58' 39"W	L16	228.44	S02° 27' 11"E
L13	53.39	S64° 40' 30"W	L24	28.50	N01° 01' 21"W
L14	47.42	S87° 32' 50"W	L17	43.57	S01° 01' 21"E
L15	30.00	N02° 27' 10"W	L35	429.57	S57° 39' 15"W
L18	24.04	N01° 01' 21"W	L33	349.52	S87° 48' 05"E
L19	189.30	S87° 48' 09"E	L34	241.04	N70° 56' 29"E
L20	191.19	N01° 01' 22"W			

Ingress, Egress & Cross Access Easement Curve Table

Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C1	22.87	55.97	22.34	11.32	N76° 06' 40"E	22.19
C3	24.30	80.03	33.95	17.23	N76° 49' 34"E	33.69
C4	68.50	93.50	111.78	63.66	S35° 16' 16"E	105.24
C5	37.17	100.50	65.20	33.80	S50° 55' 57"E	64.07
C6	37.17	70.50	45.74	23.71	N50° 55' 57"W	44.94
C7	68.50	123.50	147.64	84.08	N35° 16' 16"W	139.01
C8	24.30	50.03	21.22	10.77	S76° 49' 34"W	21.06
C9	22.87	85.97	34.32	17.39	S76° 06' 40"W	34.09

Date: September 17, 2013

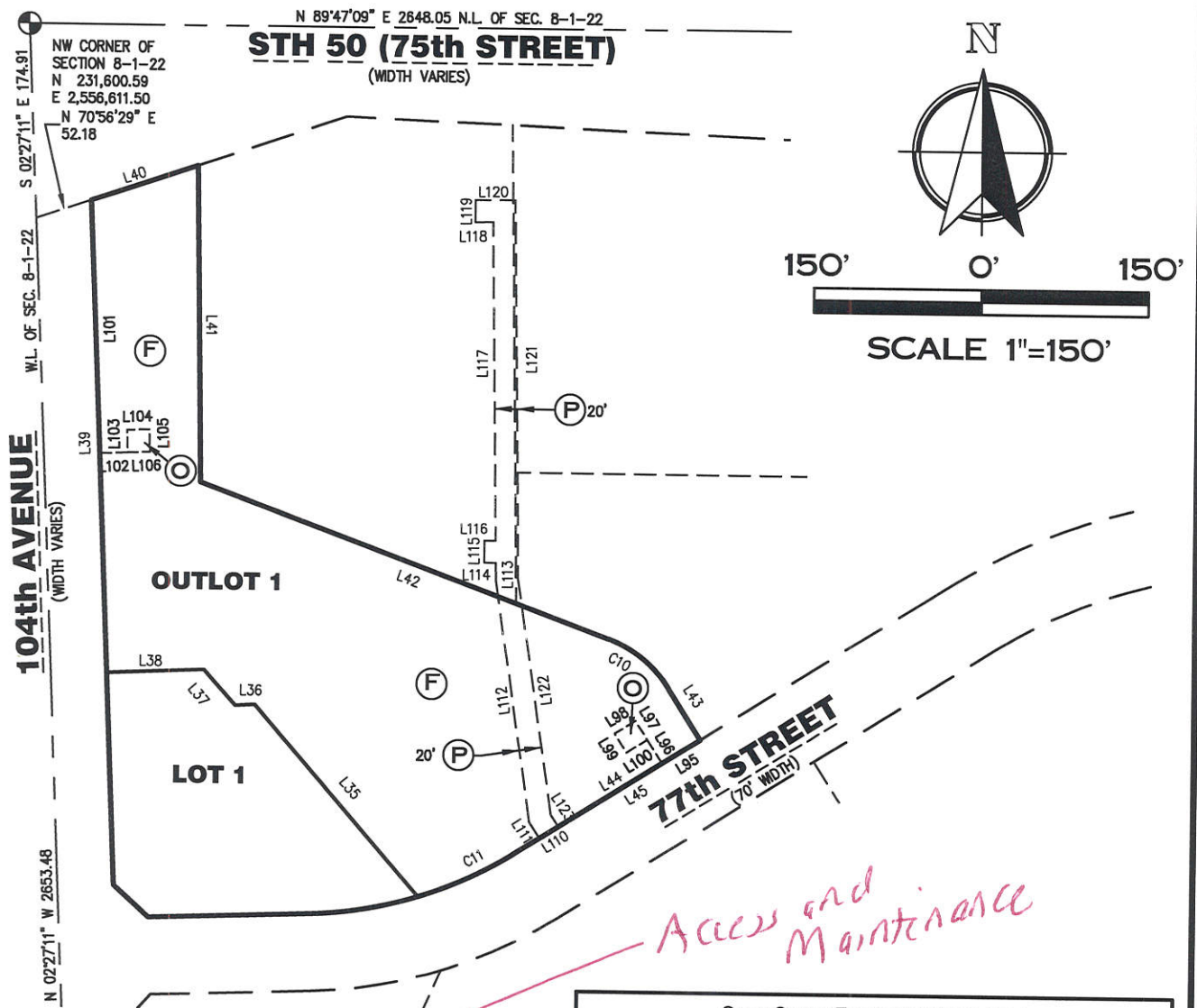
This Instrument was drafted by Mark R. Madsen

PROJECT ID: 2012.0009.15

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

COMMON OPEN SPACE & WATER MAIN EASEMENTS



- (F) DEDICATED COMMON OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT.
- (O) 20'x20' DEDICATED ENTRY MONUMENT SIGN EASEMENT FOR IDENTIFYING SIGNAGE.
- (P) 20' WIDE DEDICATED PRIVATE WATER MAIN, ACCESS AND MAINTENANCE EASEMENT.

Open Space Easement Line Table		
Line #	Length	Direction
L35	226.16	S40° 47' 02"E
L36	17.61	N86° 54' 49"E
L37	42.04	S42° 04' 06"E
L38	87.04	N87° 32' 49"E
L39	426.47	N2° 27' 11"W
L40	100.62	N70° 56' 29"E
L41	285.50	S01° 01' 21"E
L42	391.07	S69° 31' 09"E
L43	53.39	S32° 20' 45"E
L44	197.21	S57° 39' 15"W

Utilities Easement Line Table		
Line #	Length	Direction
L87	14.05	S57° 39' 15"W
L88	116.46	N01° 01' 21"W
L89	350.49	S88° 58' 39"W
L90	12.00	N01° 01' 21"W
L91	189.99	N88° 58' 39"E
L91A	307.26	N01° 01' 21"W
L91B	12.02	S87° 48' 05"E
L92	301.70	S01° 01' 21"E
L93	161.50	N88° 58' 39"E
L94	121.16	S01° 01' 21"E

Open Space Easement Curve Table						
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C10	37.17	110.50	71.69	37.16	N50° 55' 57"W	70.44
C11	14.68	365.00	93.50	47.01	N64° 59' 34"E	93.25

Watermain Easement Line Table		
Line #	Length	Direction
L45	149.13	S57° 39' 15"W
L110	20.00	S57° 39' 15"W
L111	17.27	N32° 20' 45"W
L112	218.77	N08° 31' 14"W
L113	16.67	N01° 01' 14"W
L114	10.00	N88° 59' 00"E
L115	20.00	N01° 01' 14"W
L116	10.00	N88° 59' 00"E
L117	287.06	N01° 01' 14"W
L118	15.85	S88° 58' 48"W
L119	20.00	N01° 01' 12"W
L120	35.85	S88° 58' 48"W
L121	341.14	S01° 00' 30"E
L122	214.52	S08° 29' 44"E
L123	13.00	S32° 21' 34"E

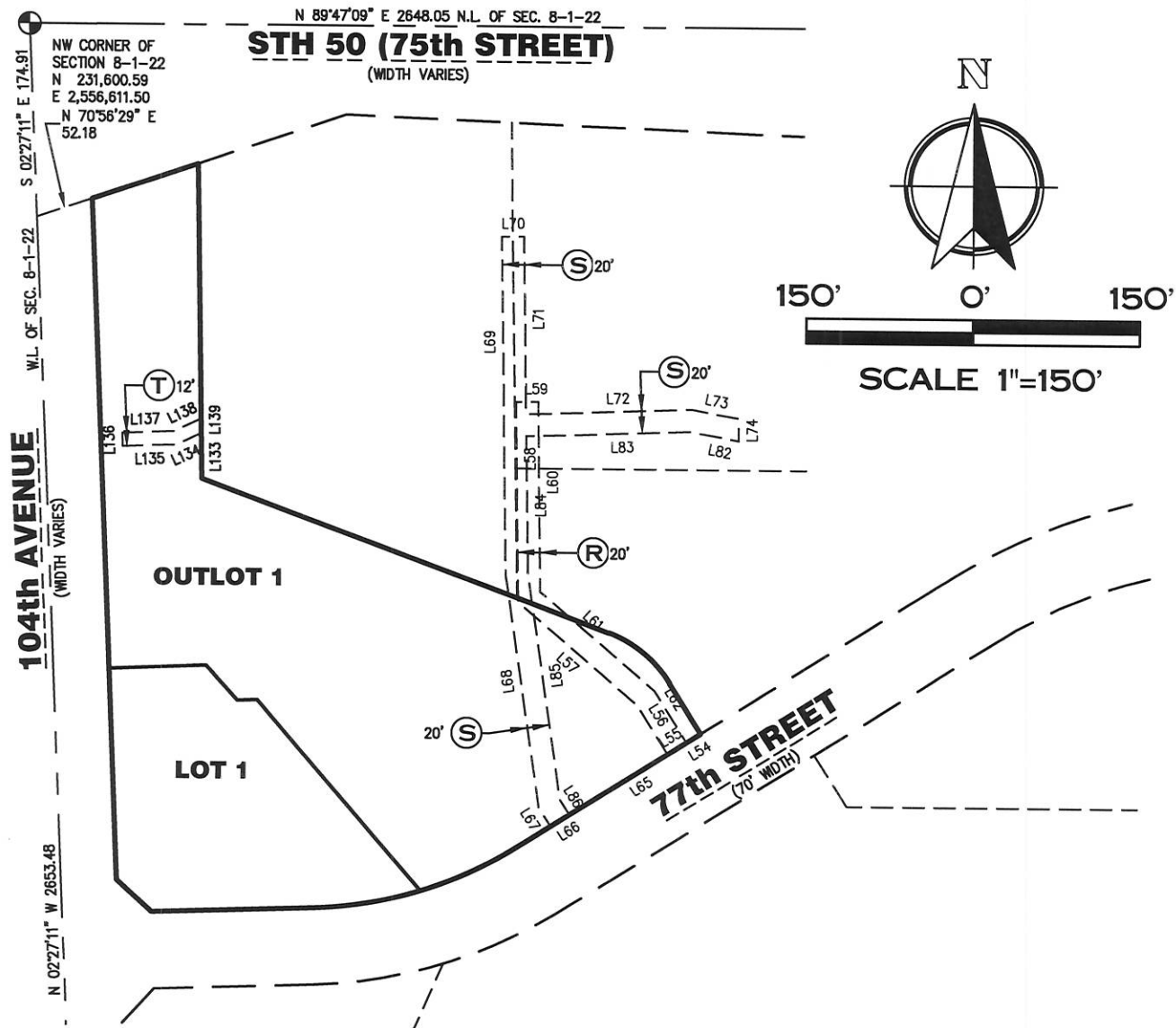
Entry Sign Easement Line Table		
Line #	Length	Direction
L95	40.00	S57° 39' 16"W
L96	24.98	S32° 20' 44"E
L97	20.00	N32° 20' 45"W
L98	22.00	S57° 39' 15"W
L99	20.00	S32° 20' 45"E
L100	22.00	N57° 39' 15"E
L101	228.44	S02° 27' 11"E
L102	25.00	N87° 32' 50"E
L103	20.00	N02° 27' 11"W
L104	20.00	N87° 32' 50"E
L105	20.00	S02° 27' 11"E
L106	20.00	S87° 32' 50"W

Date: September 17, 2013
This Instrument was drafted by Mark R. Madsen
PROJECT ID: 2012.0009.15

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

SANITARY SEWER, STORM WATER &
PUBLIC UTILITY EASEMENTS



- (R) 20' WIDE DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT.
(S) 20' WIDE DEDICATED PRIVATE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT.
(T) 12' WIDE DEDICATED PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT.

Sanitary Sewer Easement Line Table		
Line #	Length	Direction
L54	15.00	S57° 39' 15"W
L55	20.00	S57° 39' 15"W
L56	51.83	N32° 20' 45"W
L57	141.43	N49° 40' 11"W
L58	181.98	N01° 01' 00"W
L59	20.00	N88° 59' 00"E
L60	172.94	S01° 01' 00"E
L61	135.43	S49° 40' 11"E
L62	54.88	S32° 20' 45"E

Storm Sewer Easement Line Table		
Line #	Length	Direction
L65	139.13	S57° 39' 15"W
L66	20.00	S57° 39' 15"W
L67	20.11	N32° 20' 45"W
L68	211.61	N08° 31' 14"W
L69	307.21	N01° 01' 22"W
L70	20.00	N88° 58' 38"E
L71	161.00	S01° 01' 22"E
L72	149.19	N87° 49' 06"E
L73	42.72	S79° 23' 17"E
L74	20.37	S01° 01' 21"E

Storm Sewer Easement Line Table		
Line #	Length	Direction
L82	44.58	N79° 26' 44"W
L83	147.36	S87° 49' 08"W
L84	124.90	S01° 01' 22"E
L85	206.08	S08° 31' 14"E
L86	15.89	S32° 20' 45"E

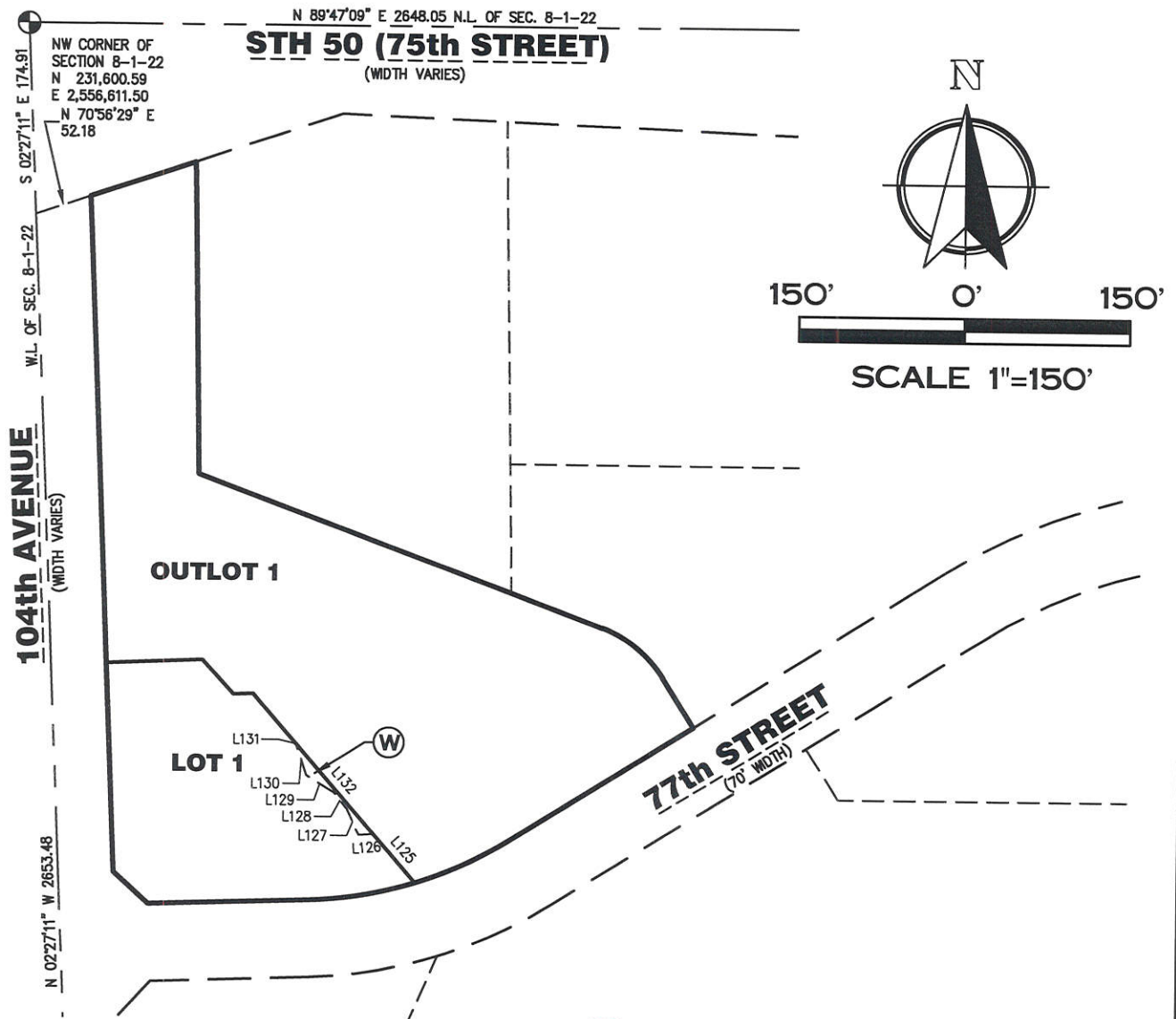
Public Utility Easement Line Table		
Line #	Length	Direction
L133	40.89	N1° 01' 21"W
L134	24.79	S65° 05' 45"W
L135	47.97	S87° 32' 50"W
L136	12.00	N2° 27' 10"W
L137	45.59	N87° 32' 50"E
L138	27.73	N65° 05' 45"E
L139	13.12	S1° 01' 21"E

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IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

WETLAND PRESERVATION EASEMENT



(W) DEDICATED WETLAND PRESERVATION, PROTECTION, ACCESS AND MAINTENANCE EASEMENT

Parcel Line Table		
Line #	Length	Direction
L125	58.36	N40° 47' 02"W
L126	13.15	S85° 10' 03"W
L127	26.27	N24° 14' 15"W
L128	19.29	N39° 04' 00"W
L129	29.20	N58° 08' 04"W
L130	29.41	N18° 43' 23"W
L131	0.69	N19° 46' 51"W
L132	107.96	S40° 47' 02"E

Date: September 17, 2013

This Instrument was drafted by Mark R. Madsen

PROJECT ID: 2012.0009.15

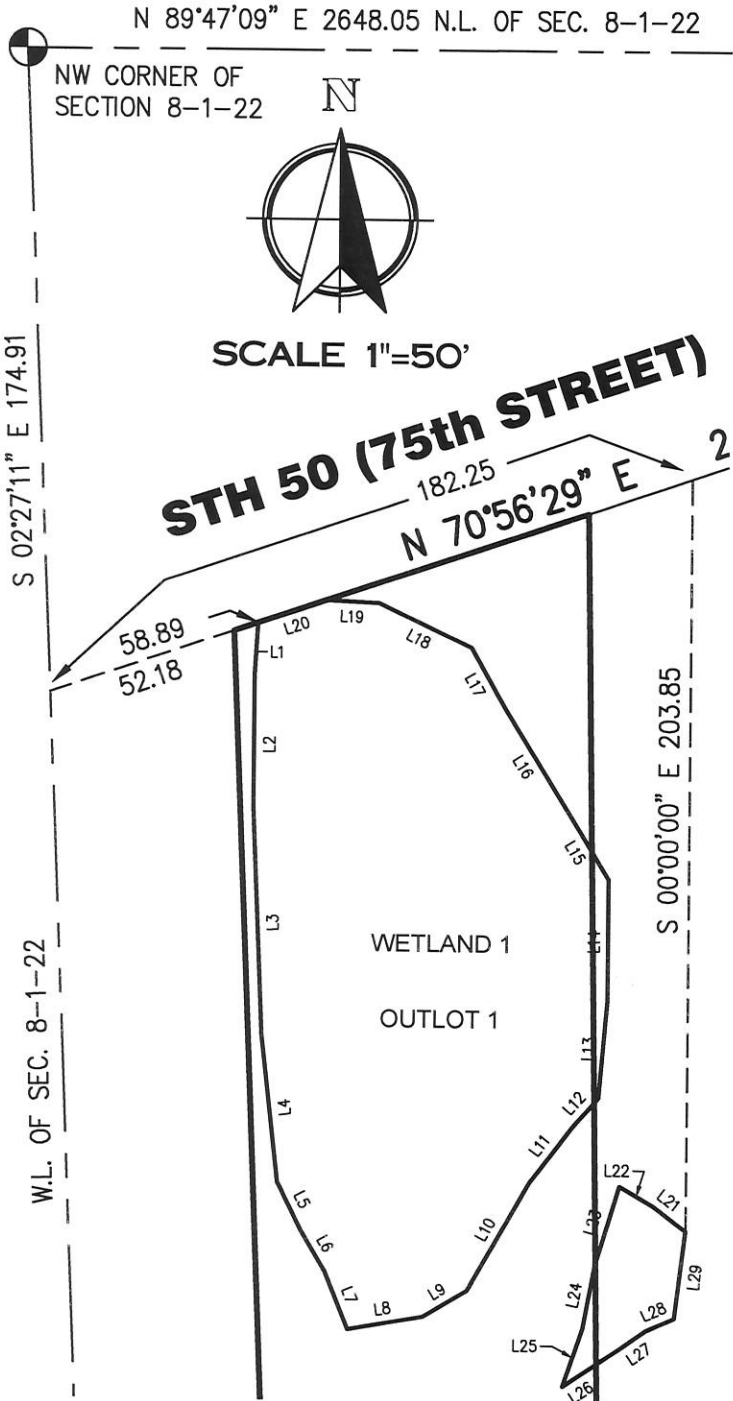
SHEET 6 OF 18 SHEETS

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

WETLAND DETAIL

WETLAND 1



Part of Outlot 1 hereof and Lot 1, of Certified Survey Map No. 2726, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 58.89 feet to a point on the South right-of-way of S.T.H. "50" (75th Street) and the point of beginning of this description; run thence S03°08'12"W 14.92 feet; thence S00°07'49"E 36.11 feet; thence S02°29'30"E 61.02 feet; thence S06°36'02"E 40.00 feet; thence S26°12'38"E 14.49 feet; thence S30°13'22"E 13.01 feet; thence S21°56'18"E 16.70 feet; thence N80°02'16"E 20.57 feet; thence N58°13'21"E 13.82 feet; thence N29°14'54"E 34.16 feet; thence N36°55'00"E 18.77 feet; thence N41°28'48"E 10.58 feet; thence N04°52'34"E 25.88 feet; thence N00°11'26"E 33.52 feet; thence N31°23'10"W 21.94 feet; thence N31°46'10"W 32.28 feet; thence N29°28'04"W 18.57 feet; thence N64°39'40"E 27.66 feet; thence N87°22'50"W 14.28 feet; thence S70°56'29"W 19.24 feet to the point of beginning. Containing 14,380 S.F.

WETLAND NOTE

WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND INFORMATION SERVICES, INC. ON OCTOBER 27, 2011. CONCURRENCE ON THE DELINEATION WAS ISSUED BY WDNR ON JUNE 14, 2012. USACOE DOES NOT HAVE JURSDICTION OVER THESE WETLANDS.

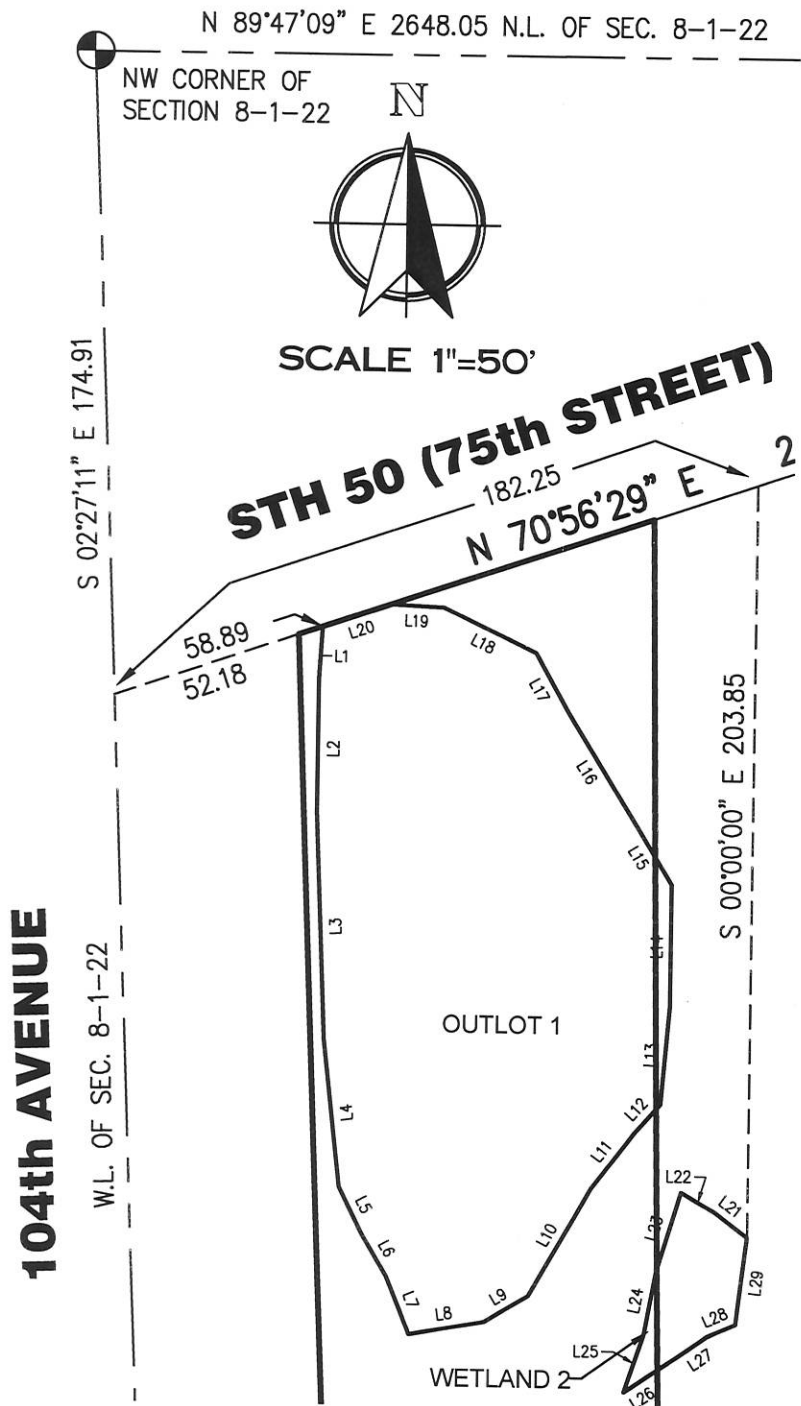
Date: September 17, 2013
This Instrument was drafted by Mark R. Madsen
PROJECT ID: 2012.0009.15

Wetland 1 Line Table		
Line #	Length	Direction
L1	14.92	S03°08'12"W
L2	36.11	S00°07'49"E
L3	61.02	S02°29'30"E
L4	40.00	S06°36'02"E
L5	14.49	S26°12'38"E
L6	13.01	S30°13'22"E
L7	16.70	S21°56'18"E
L8	20.57	N80°02'16"E
L9	13.82	N58°13'21"E
L10	34.16	N29°14'54"E
L11	18.77	N36°55'00"E
L12	10.58	N41°28'48"E
L13	25.88	N04°52'34"E
L14	33.52	N00°11'26"E
L15	21.94	N31°23'10"W
L16	32.28	N31°46'10"W
L17	18.57	N29°28'04"W
L18	27.66	N64°39'40"W
L19	14.28	N87°22'50"W
L20	19.24	S70°56'29"W

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

WETLAND DETAIL



WETLAND 2

Part of Outlot 1 hereof and Lot 1, of Certified Survey Map No. 2726, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 182.25 feet to a point on the South right-of-way of S.T.H. "50" (75th Street); thence S00°00'00"E 203.85 feet to the point of beginning of this description; run thence N52°55'44"W 11.00 feet; thence N60°08'49"W 10.65 feet; thence S16°29'28"W 22.61 feet; thence S10°02'01"W 17.33 feet; thence S19°11'16"W 16.39 feet; thence N56°08'19"E 17.50 feet; thence N55°35'14"E 9.34 feet; thence N65°40'12"E 8.43 feet; thence N07°00'03"E 23.97 feet to the point of beginning. Containing 885 S.F.

Wetland 2 Line Table		
Line #	Length	Direction
L21	11.00	N52°55'44"W
L22	10.65	N60°08'49"W
L23	22.61	S16°29'28"W
L24	17.33	S10°02'01"W
L25	16.39	S19°11'16"W
L26	17.50	N56°08'19"E
L27	9.34	N55°35'14"E
L28	8.43	N65°40'12"E
L29	23.97	N07°00'03"E

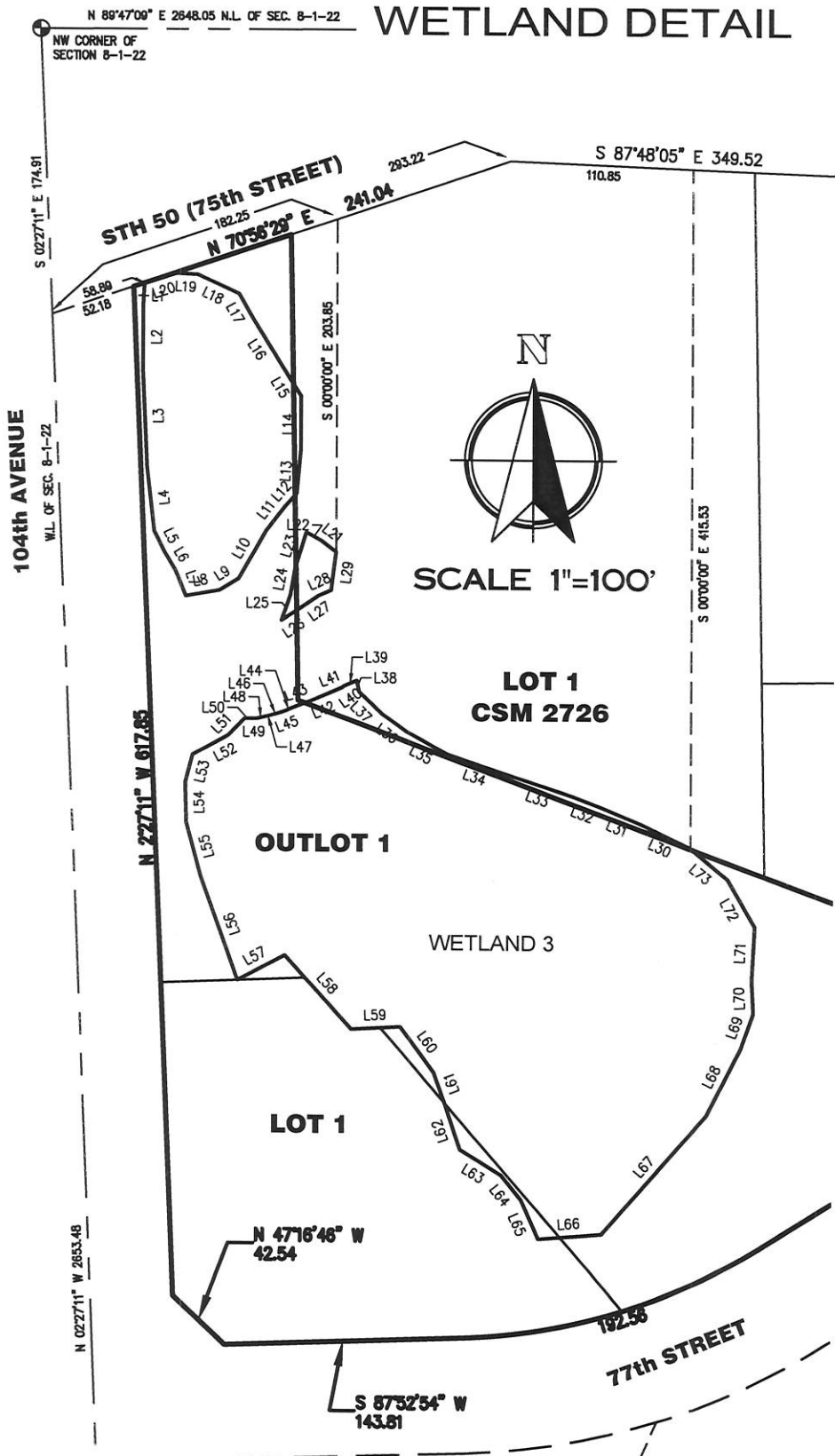
WETLAND NOTE

WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND INFORMATION SERVICES, INC. ON OCTOBER 27, 2011. CONCURRENCE ON THE DELINEATION WAS ISSUED BY WDNR ON JUNE 14, 2012. USACOE DOES NOT HAVE JURSDICTION OVER THESE WETLANDS.

Date: September 17, 2013
This Instrument was drafted by Mark R. Madsen
PROJECT ID: 2012.0009.15

CERTIFIED SURVEY MAP NO. _____

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NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.



Wetland 3 Line Table		
Line #	Length	Direction
L30	33.54	N64°18'08"W
L31	25.67	N67°27'14"W
L32	19.06	N69°08'28"W
L33	39.45	N71°52'02"W
L34	40.56	N71°18'34"W
L35	27.63	N61°27'56"W
L36	18.91	N54°29'30"W
L37	19.43	N46°02'48"W
L38	6.86	N10°55'43"W
L39	8.74	S65°41'17"W
L40	1.42	S55°05'59"W
L41	10.42	S66°45'48"W
L42	10.37	S66°31'59"W
L43	12.62	S68°29'55"W
L44	3.22	S67°47'02"W
L45	4.56	S69°48'16"W
L46	4.56	S72°29'55"W
L47	4.56	S75°11'50"W
L48	4.56	S77°54'01"W
L49	4.22	S88°33'38"W
L50	3.10	N88°15'30"W
L51	14.88	S44°04'00"W
L52	24.15	S61°55'16"W
L53	17.92	S13°45'04"W
L54	24.36	S01°24'08"E
L55	34.80	S15°11'59"E
L56	66.80	S19°39'59"E
L57	32.28	N61°27'54"E
L58	60.47	S42°04'10"E
L59	29.77	N86°54'49"E
L60	34.46	S36°18'19"E
L61	20.03	S19°46'51"E
L62	29.41	S18°43'23"E
L63	29.20	S58°08'04"E
L64	19.29	S39°04'00"E
L65	26.27	S24°14'15"E
L66	38.41	N85°10'03"E
L67	96.87	N40°45'58"E
L68	45.15	N26°48'15"E
L69	23.06	N19°23'02"E
L70	19.95	N02°54'09"W
L71	32.95	N02°56'40"E
L72	33.59	N29°20'43"W
L73	29.52	N50°05'36"W

WETLAND NOTE

WETLANDS WERE DELINEATED BY WETLAND & WATERWAY
CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND
INFORMATION SERVICES, INC. ON OCTOBER 27, 2011. CONCURRENCE
ON THE DELINEATION WAS ISSUED BY WDNR ON JUNE 14, 2012.
USACOE DOES NOT HAVE JURSDICTION OVER THESE WETLANDS.

Date: September 17, 2013
This Instrument was drafted by Mark R. Madsen
PROJECT ID: 2012.0009.15

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IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

WETLAND 3 LEGAL DESCRIPTION

WETLAND 3

Part of Outlots 1 hereof and Lot 1, of Certified Survey Map No. 2726, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 293.22 feet to an angle point on the South right-of-way of S.T.H. "50" (75th Street); thence S87°48'05"E 110.85 feet along said South right-of-way; thence S00°00'00"E 415.53 feet to the point of beginning of this description; run thence N64°18'08"W 33.54 feet; thence N67°27'14"W 25.67 feet; thence N69°08'28"W 19.06 feet; thence N71°52'02"W 39.45 feet; thence N71°18'34"W 40.56 feet; thence N61°27'56"W 27.63 feet; thence N54°29'30"W 18.91 feet; thence N46°02'48"W 19.43 feet; thence N10°55'43"W 6.86 feet; thence S65°41'17"W 8.74 feet; thence S55°05'59"W 1.42 feet; thence S66°45'48"W 10.42 feet; thence S66°31'59"W 10.37 feet; thence S68°29'55"W 12.62 feet; thence S67°47'02"W 3.22 feet; thence S69°48'16"W 4.56 feet; thence S72°29'55"W 4.56 feet; thence S75°11'50"W 4.56 feet; thence S77°54'01"W 4.56 feet; thence S88°33'38"W 4.22 feet; thence N88°15'30"W 3.10 feet; thence S44°04'00"W 14.88 feet; thence S61°55'16"W 24.15 feet; thence S13°45'04"W 17.92 feet; thence S01°24'08"E 24.36 feet; thence S15°11'59"E 34.80 feet; thence S19°39'59"E 66.80 feet; thence N61°27'54"E 32.28 feet; thence S42°04'10"E 60.47 feet; thence N86°54'49"E 29.77 feet; thence S36°18'19"E 34.46 feet; thence S19°46'51"E 20.03 feet; thence S18°43'23"E 29.41 feet; thence S58°08'04"E 29.20 feet; thence S39°04'00"E 19.29 feet; thence S24°14'15"E 26.27 feet; thence N85°10'03"E 38.41 feet; thence N40°45'58"E 96.87 feet; thence N26°48'15"E 45.15 feet; thence N19°23'02"E 23.06 feet; thence N02°54'09"W 19.95 feet; thence N02°56'40"E 32.95 feet; thence N29°20'43"W 33.59 feet; thence N50°05'36"W 29.52 feet to the point of beginning. Containing 66,643 S.F.

WETLAND NOTE

WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND INFORMATION SERVICES, INC. ON OCTOBER 27, 2011.

CONCURRENCE ON THE DELINEATION WAS ISSUED BY WDNR ON JUNE 14, 2012. USACOE DOES NOT HAVE JURISDICTION OVER THESE WETLANDS.

Date: September 17, 2013

This Instrument was drafted by Mark R. Madsen

PROJECT ID: 2012.0009.15

SHEET 10 OF 18 SHEETS

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

DEDICATED INGRESS, EGRESS AND CROSS ACCESS EASEMENTS (L)

Nonexclusive easements coextensive with the areas shown as 30' wide Dedicated Ingress, Egress and Cross Access Easements on Outlot 1 of this CSM have been dedicated, given, granted and conveyed by Water Street Land, LLC to the Owner(s) of Lots 1, 2 and 3 of Certified Survey Map No. 2726 ("CSM 2726") and the Village of Pleasant Prairie ("the Village") for vehicular and pedestrian ingress, egress and cross access purposes. In the event of any conflict between the rights of the Owner of Outlot 1, the rights of the Village and the rights of the Lot Owner(s) or other entities with respect to the Dedicated Ingress, Egress and Cross Access Easements, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Prairie Ridge West Owners' Association, Inc. ("Association" or, in the absence of the Association, the Owner(s) of Lots 1, 2 and 3 of CSM 2726 shall be responsible for all costs associated with the construction, snow plowing and maintenance of the private access drives and associated pavement and landscaping improvements. *of this CSM*

DEDICATED COMMON OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT (F)

A nonexclusive easement coextensive with the area shown as a Dedicated Common Open Space, Access and Maintenance Easement on Outlot 1 of this CSM has been dedicated, given, granted and conveyed by Water Street Land, LLC to the Association, the Owner(s) of Lots 1, 2 and 3 of CSM 2726, the Owner of Lot 1 and the Village of Pleasant Prairie ("the Village") for wetland preservation / protection purposes and for all related construction, installation, repair, alteration, replacement, landscaping and maintenance required. The Dedicated Common Open Space, Access and Maintenance Easement area shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, preservation, planting, care and maintenance responsibilities of the easement area which shall be required by the Association or the Owner(s) of Lot 1, 2 and Outlot 1 and the Owner(s) of Lots 1, 2 and 3 of CSM 2726 as will not interfere with the improvements, uses and purposes of the Village, the Association and the Owners of such Lots and Outlots. In the event of any conflict between the rights of the Owner of Outlot 1, the rights of the Village, the rights of the Association and the rights of the Owner of Lot 1 and the Owner(s) of Lots 1, 2 and 3 of CSM 2726 or other entities with respect to the Dedicated Common Open Space, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Association shall be responsible for all costs associated with the preservation and maintenance of the Dedicated Common Open Space, Access and Maintenance Easement area in perpetuity. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be invoiced by the Village as a special charge against Lot 1, Outlot 1 and Lots 1, 2 and 3 of CSM 2726. *space* *of this CSM*

The easement rights include the perpetual right of the Owner(s) of Lot 1 and the Owner(s) of Lots 1, 2 and 3 of CSM 2726 to enter upon said Outlot within the Dedicated Common Open Space, Access and Maintenance Easement area at any time that it may see fit, to remove, repair or replace any parking and access drive pavements, landscaping, landscaped islands, sidewalks, curbs, gutters, signage, site lighting and other site improvements within the non-wetland easement areas. *not this CSM*

** show all easement paragraphs on CSM*

** put easement AP's in order*

(A)

(B)

(C)

Date: September 17, 2013

This Instrument was drafted by Mark R. Madsen

PROJECT ID: 2012.0009.15

SHEET 11 OF 18 SHEETS

add a VTE on Lot 1 of this CSM to P

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
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KENOSHA COUNTY, WISCONSIN.

dedicated on Lot 1 and 2 of this CSM

DEDICATED VISION TRIANGLE EASEMENT (N)

dedicated on Lot 1 and 2 of this CSM

Nonexclusive easements coextensive with the areas shown as a 15'x15' Dedicated Vision Triangle Easement on Outlot 1 of this CSM has been dedicated, given, granted and conveyed by Water Street Land, LLC to the Owner(s) of Lot 1 and Outlot 1, the Owner(s) of Lots 1, 2 and 3 of CSM 2726 and the Village of Pleasant Prairie ("the Village") to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x15' Dedicated Vision Triangle Easement between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

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

A nonexclusive easement coextensive with the area shown as a 20' Wide Dedicated Private Water Main, Access and Maintenance Easement on Outlot 1 of this CSM has been dedicated, given, granted and conveyed by Water Street Land, LLC to the Owner(s) of Lots 1, 2 and 3 of CSM 2726 and the Village of Pleasant Prairie ("the Village") for private water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities, uses and purposes, and for all related ingress and egress. This 20' Wide Dedicated Private Water Main Easement shall be exclusive, except for: (1) Water Street Land, LLC's financial responsibility and obligation for the private water main and related appurtenances, construction, installation, repair, alteration, replacement and maintenance activities, uses and purposes; (2) a Lot Owner's use, planting and irrigating, care and maintenance of landscaped areas and a Lot Owner's use, maintenance, replacement or repair of any parking or driveway areas within the private water main easement area located on such Lot Owner's lot as will not interfere with the improvements, uses and purposes of the Village; and (3) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof. In the event of any conflicts between the rights of the Village pursuant to this 20' Wide Dedicated Private Water Main, Access and Maintenance Easement and the rights of the Owner(s) of Outlot 1 and the Owner(s) of Lots 1, 2 and 3 of CSM 2726 or any other persons or entities with respect to this easement, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises its rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said private water main improvements shall be placed as a special charge against Lots 1, 2 and 3 of CSM 2726.

DEDICATED PLANTING AND LANDSCAPE EASEMENT (B)

Nonexclusive easements coextensive with each area shown on this CSM as a Dedicated Planting and Landscape Easement were dedicated, given, granted and conveyed per the Prairie Ridge Subdivision Plat to the Village of Pleasant Prairie ("the Village") for the purposes of planting and installing trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. In the event of any conflict between the rights of the Owner(s) and the rights of the Village with respect to the Dedicated Planting and Landscape Easement, the Village's rights under these easements shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements. The Owner of each lot shown on this CSM shall be responsible for (upon construction of a building upon its Lot) all costs associated with planting and installing trees, shrubs and other landscape elements and all related grading, replacement and maintenance activities within these nonexclusive easement areas in accordance with the master landscaping plan approved by the Village.

Is ~~Water~~ Water Street going to continue ongoing maintenance?

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

20' WIDE DEDICATED PRIVATE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT (S)

of lot 1 and of this CSM

A nonexclusive easement coextensive with the area shown as a 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement on Outlot 1 of this CSM has been dedicated, given, granted and conveyed by Water Street Land, LLC to the Owner(s) of Lots 1, 2 and 3 of CSM 2726 and the Village of Pleasant Prairie ("the Village") for storm water drainage purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of Outlot 1 as will not interfere with the improvements, uses and purposes of the Village and the Owner of Outlot 1, and the Owner(s) of Lots 1, 2 and 3 of CSM 2726 as they relate to the easement, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of the Owner of Outlot 1, the rights of the Village and the rights of the Owner(s) of Lots 1, 2 and 3 of CSM 2726 or other entities with respect to the 20' Wide Dedicated Storm Water Management, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. Water Street Land, LLC shall be responsible for all costs associated with the construction and maintenance of the storm sewer and drainageway improvements contained within the exclusive easement until such time as such maintenance responsibility is transferred to the Association. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements may be invoiced by the Village as a special charge against Lots 1, 2 and 3 of CSM 2726 and any other properties using the easement area or said improvements.

lot 1 and of this CSM

The easement rights include the right to enter upon Outlot 1 within the 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such storm sewer mains for the purpose of conveying storm water under Outlot 1, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements.

This grant is further subject to the condition that the Association shall, at its expense, reconstruct and repair the storm water drainage system improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system improvements, the Association will restore the easement area to its prior grade and condition including any restoration such as and without limitation, the replacement of pavement, concrete curbs and gutters, sidewalks, signage, landscaping or landscaped islands or any other improvements requiring repair resulting from such reconstruction and repair.

The Association may allocate any costs for which it is responsible hereunder to the Owner(s) of Outlot 1, the Owner(s) of Lots 1, 2 and 3 of CSM 2726 and any other party using the easement area.

rewrite

lot 1 and outlot 1 of this CSM.

Date: September 17, 2013

This Instrument was drafted by Mark R. Madsen

PROJECT ID: 2012.0009.15

SHEET 13 OF 18 SHEETS

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

20' WIDE DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT (R)

A nonexclusive easement coextensive with the area shown as a 20' Wide Dedicated Public Sanitary Sewer, Access and Maintenance Easement on Outlot 1 of this CSM has been dedicated, given, granted and conveyed by Water Street Land, LLC to the Village of Pleasant Prairie ("the Village") for public sanitary sewer improvements and uses, and for all related ingress and egress, repair, alteration, replacement and maintenance activities. This 20' Wide Dedicated Public Sanitary Sewer, Access and Maintenance Easement shall be exclusive, except for: (1) Water Street Land, LLC's financial responsibility and obligation for the sanitary sewer and related appurtenances, construction and installation. (2) the Owner of Outlot 1's use, maintenance, replacement or repair of any parking or driveway areas within the 20' Wide Dedicated Public Sanitary Sewer, Access and Maintenance Easement area as will not interfere with the improvements, uses and purposes of the Village; and (3) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof. In the event of any conflicts between the rights of the Village pursuant to the 20' Dedicated Public Sanitary Sewer, Access and Maintenance Easement and the rights of any other persons or entities with respect to the this easement, the Village's rights under this easement shall be deemed to be superior.

The Village may, at the Village's sole cost and expense, reconstruct and repair any water lines, sewer lines, and other improvements ("Sanitary Sewer System Improvements") located within the 20' Wide Dedicated Public Sanitary Sewer, Access and Maintenance Easement (the "Sanitary Sewer, Access and Maintenance Easement") as deemed necessary by the Village. Upon completion of any such re-construction or repair to the Sanitary Sewer System Improvements, the Village will restore the Property to its prior grade in accordance with the following limitations: (a) the Village shall backfill and grade with gravel in any paved areas, and (b) the Village shall place topsoil and replant grass seed in any landscape areas. The Association shall be responsible for any and all costs and charges for restoring the Property beyond the stated limitations. If the Village conducts any additional restoration on the Property, the Association shall promptly reimburse the Village no later than (30) days after receipt of an invoice from the Village itemizing those costs and charges incurred by the Village. The Association and Owners of Lots 1, 2 and 3 of CSM 2726 acknowledge and agree that if any of their improvements cross, or are located in, the Sanitary Sewer, Access and Maintenance Easement the Village will not be responsible for any costs to repair or replace said items, even for damages caused by the Village's employees, contractors and agents in exercising the Village's rights under this Agreement. In particular, the Association shall be solely responsible for any costs of restoration, repairs or replacement of pavement, concrete curbs, sidewalks, signage, landscaping, fencing, retaining walls, lighting or any other improvements which are damaged in any manner by the Village while exercising its rights regarding repair, reconstruction, inspection, and maintenance of the Sanitary Sewer System Improvements within the Sanitary Sewer, Access and Maintenance Easement. The Association and the Owners of Lots 1, 2 and 3 of CSM 2726 agree to hold harmless the Village from and against any and all claims, causes of action, liability and costs and expenses arising out of, or relating to, the Village's repairs, replacements, maintenance, and inspections within the Sanitary Sewer, Access and Maintenance Easement. The Association may allocate any costs for which it is responsible hereunder the Owners of Lots 1, 2 and 3 of CSM 2726 and any other party using the easement.

If the Association ceases to exist or fails to comply with all requirements and obligations described in Paragraph 1 above, the Owners of Lots 1, 2 and 3 of CSM 2726 shall be jointly and severally liable for all such obligations.

re-read

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

DEDICATED ENTRY MONUMENT SIGN EASEMENT FOR IDENTIFYING SIGNAGE (O)

Nonexclusive easements coextensive with the two (2) areas shown as Dedicated Entry Monument Sign Easements for Identifying Signage on Outlot 1 of this CSM have been dedicated, given, granted and conveyed by Water Street Land, LLC to the Association for the purpose of construction, operating and maintaining identifying monument signage benefiting the businesses on Lots 1, 2, and 3 of CSM 2726, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These Dedicated Entry Monument Sign Easements for Identifying Signage shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Association, or in the absence of the Association, then by the Owner's of Lots 1, 2 and 3 of CSM 2726, as will not interfere with the improvements, uses and purposes of the Village and the Owner(s) of Outlot 1 as relates to the easements, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement areas as may be approved by the Village. In the event of any conflict between the rights of the Village, the rights of the Association, the rights of the Outlot 1 Owner(s) and the rights of the other entities with respect to the Dedicated Entry Monument Sign Easements for Identifying Signage areas, the Village's rights under the easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under the easements. Water Street Land, LLC shall be responsible for all costs associated with the construction and maintenance of the identifying monuments signs and associated electrical services and landscaping areas contained within the exclusive easement, which costs may be allocated to the Owner(s) of Lots 1, 2 and 3 of CSM 2726, as provided in the Declaration.

The easement rights include the perpetual right of the Association to enter upon Outlot 1 within the Dedicated Entry Monument Sign Easements for Identifying Signage areas at any time that it may see fit, to reconstruct, alter, maintain, use and repair the monument signs.

12' WIDE DEDICATED PUBLIC UTILITIES, ACCESS AND MAINTENANCE EASEMENT (T)

Nonexclusive easements coextensive with the areas shown on this CSM as 12' Wide Dedicated Public Utilities, Access and Maintenance Easements are hereby dedicated, given, granted and conveyed to Wisconsin Electric Power Company, Ameritech and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve Outlot 1 and Lot 1 and for all related ingress and egress. To the extent possible, all such utility and communication lines and facilities shall be installed underground. These utility easements specifically include the right to trim or cut trees, brush or roots as may be reasonably necessary, to the condition existing prior to such entry by the Grantees or their agents. These utility easements shall be exclusive, except for: (1) the corresponding utility easements dedicated herein to the other Utility and Communications Grantees; (2) such other easements as may be dedicated on this CSM with respect to the same area or any portion thereof; and (3) such use, planting, care and maintenance of the easement area by the Owner(s) of the Outlot 1 and Lot 1 as will not interfere with the improvements, uses and purposes of the Utility and Communications Grantees. No private buildings or structures shall be placed within the utility easement area by the Owner(s) of the Outlot 1 and Lot 1 as will interfere with the improvements, uses and purposes of the Utility and Communication Grantees. In the event of any conflict between the rights of the Utility and Communication Grantees pursuant to the utility easement with respect to the 12' Wide Dedicated Public Utilities, Access and Maintenance Easement area and the rights of the Village in such area, the rights of the Village shall be deemed to be superior except with respect to matters relating to landscaping.

*re-read &
re-write*

Date: September 17, 2013

This Instrument was drafted by Mark R. Madsen

PROJECT ID: 2012.0009.15

SHEET 15 OF 18 SHEETS

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public street areas to a vegetatively stabilized condition, the Association, or in the event the Association and the Declaration cease to exist, the Owners of Outlot 1 and Lot 1 shall be ultimately responsible for the costs of such restoration and may pursue their remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public streets without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (W)

Nonexclusive easements coextensive within the areas shown on this CSM as Dedicated Wetland Preservation and Protection, Access and Maintenance Easement areas are hereby dedicated, given, granted and conveyed by the Owner of Lot 1 to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

The Owner hereby covenants that the Owner(s) of Lot 1 of this CSM shall have the obligation of protecting and preserving the Wetland Preservation and Protection, Access and Maintenance Easement areas shown on this CSM. Such maintenance shall include without limitation and as needed removing of dead, dying or decayed trees, plant material or evasive species, planting wetland plant life as approved by the Village and the Wisconsin Department of Natural Resources, and removing of trash or debris in order to prevent a nuisance condition. No mowing or cutting of the wetlands shall be allowed. No signage or fences shall be erected within the wetlands, which might damage the wetland areas. This covenant shall run with the land, shall be binding upon the Owners of Lot 1, its successors and assigns and successors-in-title of the land, in their capacity as Owners of any such land, and shall benefit and be enforceable by the Village. The Owners shall perform such maintenance as may be needed, without compensation, and to the satisfaction of the Village. This covenant will not restrict or prohibit the Owner(s) from seeking and obtaining the required permit and authorization from the appropriate federal or State agencies having jurisdiction to fill or adjust the wetland areas on these lots insofar as the appropriate permits and approvals are obtained from the federal, State and Village agencies prior to the disturbing any wetlands.

To the extent that the Village performs any such wetland related maintenance activities on behalf of the Owner(s), the Owner(s) of Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Registered Land Surveyor, hereby certify:
THAT I have prepared this Certified Survey Map at the direction of the OWNERS; THAT the exterior boundaries are described as The redivision of Lot 4, of Certified Survey Map No. 2726, being that part of the NW 1/4 of the NW 1/4 of Section 8 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 52.18 feet to a point on the East right-of-way of 104th Avenue and the point of beginning of this description; continue thence N70°56'29"E 241.04 feet to a point on the South right-of-way of State Trunk Highway "50" (75th Street); thence S87°48'05"E 349.52 feet along said South line; thence S01°01'21"E 301.70 feet; thence N88°58'39"E 161.50 feet; thence S01°01'21"E 121.16 feet to a point on the North right-of-way of 77th Street; thence S57°39'15"W 429.57 feet along said North line to the point of curvature of a curve of Southwesterly convexity whose radius is 365.00 feet and whose chord bears S72°46'05"W 190.34 feet; thence Southwesterly 192.56 feet along the arc of said curve and said North line; thence S87°52'54"W 143.81 feet along said North line; thence N47°16'46"W 42.54 feet along said North line to the East right-of-way of 104th Avenue; thence N02°27'11"W 617.85 feet along said East line to the point of beginning. Containing 9.156 acres.

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

September 17, 2013

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

OWNER'S CERTIFICATE OF DEDICATION

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

AURIGA, LLC

Signed: _____

Print Name: David C. Hodge
Sole Member

IN WITNESS WHEREOF, this _____ day of _____, 2013.

Witness: _____

*Submit Auriga
organizational
documents.*

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGE

_____, a corporation duly organized under and by virtue of the laws of the
State of Wisconsin, mortgagee of the above-described land, does hereby consent to the surveying,
dividing, mapping and dedication of the land described on this Certified Survey Map and does hereby
consent to the above certificate of Auriga, LLC, Owner.

IN WITNESS WHEREOF, the said AURIGA, LLC has caused these presents to be signed by
_____ at _____, Wisconsin, and its corporate seal to be hereunto affixed this
____ day of _____, 2013.

AURIGA, LLC

Print Name: _____

Title: _____

STATE OF _____)
ss.

COUNTY OF _____)

Personally came before me this _____ day of _____, 2013, the above-named person of said
corporation to me known to be the person who executed the foregoing instrument and to me known to be
such _____ of said corporation, and acknowledged that he executed the foregoing as
such officer as the deed of said corporation, by its authority.

Notary Public, _____, ____

My Commission: _____

SEAL

VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this ____ day of
_____, 2013.

Thomas W. Terwall, Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this ____ day of _____, 2013.

John P. Steinbrink, Village President

Attest:

Jane M. Romanowski, Village Clerk

Date: September 17, 2013

This Instrument was drafted by Mark R. Madsen

PROJECT ID: 2012.0009.15

SHEET 18 OF 18 SHEETS

10/9/2013

DRAFT

DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND AURIGA LLC REGARDING THE REGNER VETERINARY CLINIC

THIS DEVELOPMENT AGREEMENT is made between Auriga LLC, a Wisconsin Limited Liability Company (the "Owner") with a business and registered office address of _____ and the Village of Pleasant Prairie, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

WITNESSETH:

1. The Owner and the Village have entered into this Development Agreement dated as _____, 2013 regarding a 0.953-acre lot to operate a small animal veterinary clinic that will provide medical exams, emergency services, dentistry, radiology, surgical and emergency services in an 4,787 square foot building to be located at 10372 77th Street containing certain real property located within the Village, the legal description which is attached hereto as EXHIBIT A and incorporated herein by reference. A copy of the Site and Operational Plans for Regner Veterinary Clinic as described below are on file with the Village Community Development Department and can be viewed at the Village Hall at the address stated above, relating to the Required Private and Public Improvements to be completed in and adjacent to the Development, all of which are a part of or provided for in this Development Agreement.
2. The Owner has agreed to and provided to the Village, among other things, the following:
 - a. The obligation and agreement to construct and maintain various required private infrastructure improvements pursuant to the Village approved Final Site Development Plans sealed by the Engineer and dated _____, 2013 as prepared by Kueny Architects, LLC and Nielsen Madsen & Barber S.C. The referenced plan set specifically includes the following: Civil Plans, Architectural Plans, Electrical Plans and Landscape Plans. These plans were approved by the Village on _____, 2013. The large scale set of the approved Final Site and Operational Plans are on file with the Village (EXHIBIT B); and
 - b. The obligation and agreement to construct and maintain the required public improvements pursuant to the Village approved Plans includes: a five (5)

foot-wide concrete public sidewalks extending along 77th Street to the intersection of 77th Street and 104th Avenue to the property line limits of the Development. These improvements are shown on the EXHIBIT B along with the approval letters, including the engineering inspection cost estimate, erosion control and Notice of Intent (NOI) permits, public street tree and landscaping contract documents and certificates of insurance for the construction of the referenced public sidewalk, and right-of-way public street trees and private plantings; and

- c. The obligation and agreement to plant, stake, mulch, weed, water, trim and maintain the required landscaping improvements (right-of-way public street trees and private plantings) adjacent to and within the Development pursuant to the Village-approved Landscaping Plan. The required right-of-way public street trees and private landscaping specifically includes the public street trees in the 77th Street right-of-way and the private landscaping placed in the Development; and
- d. The obligation and agreement to design, install and financially maintain a Digital Security Imaging System (DSIS) in accordance with Section 410-7 of the Village Municipal Code, as amended, for security surveillance for the Development. A detailed DSIS Agreement and Access Easement were executed between the Owner and the Village. The DSIS Access Easement has been recorded with the Kenosha County Register of Deeds Office. Said executed DSIS documents are also on-file with the Village. As set forth in the DSIS, upon inspection by the Village, the Owner has agreed to own, operate and maintain the DSIS subject to the terms and conditions set forth in the DSIS Agreement; and
- e. The obligation and agreement to construct and maintain or cause to be maintained in compliance with Village Ordinances, and to the satisfaction of the Village, the right-of-way public street trees and public sidewalks adjacent to the Development pursuant to the requirements set forth in the Village Board approved Prairie Ridge West Commercial Development Planned Unit Development Ordinance #13___. (EXHIBIT C).

- f. The obligation and agreement to construct and maintain or cause to be maintained in compliance with Village Ordinances, and to the satisfaction of the Village, the right-of-way public street trees and sidewalks adjacent to the Development pursuant to the Village Board approved Regner Veterinary Clinic Conditional Use Permit Grant #13-____. (EXHIBIT D).
3. The Owner has agreed to dedicate the required the public sidewalks and public street tree improvements to the Village after their installation, completion and Village inspection, and to the satisfaction of the Village. The Owner further understands that although the right-of-way public sidewalks and public street trees are being dedicated to the Village, it is the **Owner's** ongoing obligation to maintain and repair or replace or to cause to be maintained, repaired or replace said sidewalks and street trees, plantings and grassy areas. Maintenance of the public sidewalks shall also include the snowplowing/shoveling of the sidewalks adjacent to the Development.
4. The Owner has provided an Irrevocable Letter of Credit or Cash Payment equal to the public improvements contract amounts plus a 15 percent contingency, or a total of \$_____ (_____ and ____/100) to be used by the Village as financial **security for the Developer's obligations** to complete the public sidewalks and public street trees for the Development. The original Letter of Credit/Cash Payment, Cost Breakdown and Administrative Cash Payment documents (EXHIBIT E) is on file with the Village Clerk. The amount of the Letter of Credit or Cash Payment shall be reduced from time to time and as and to the extent that that construction of the Public Improvements required under this Agreement are completed, paid for, lien waivers are presented and inspections are completed to the satisfaction of the Village, provided that the remaining Letter of Credit/Cash Payment is sufficient to secure payment for any remaining Public Improvements and provided that no reduction shall occur until approved by the Village Board at a regularly scheduled meeting. The Letter of Credit or Cash Payment shall be fully released by the Village upon the expiration of the one (1) year warranty for **and the Village's** acceptance of the public sidewalks and street tree(s).

Development Agreement
Prairie Ridge West Commercial Development
Auriga LLC

5. This Development Agreement is not intended to benefit or to be enforceable by any person(s) other than the Village and the Owner and their respective successors, successors and assigns of the properties as to this Agreement.

IN WITNESS WHEREOF, the Owner and the Village have caused this Development Agreement to be signed and dated as of this ____ day of _____, 2013.

OWNERS: Auriga LLC

Name: David Hodge
Title: Manager

ACKNOWLEDGMENT
STATE OF WISCONSIN) SS
KENOSHA COUNTY)

This instrument was acknowledged before me in Pleasant Prairie, Wisconsin, on this _____ day of _____, 2013 by David Hodge, Manager on behalf of Auriga LLC.

Print Name: Jean M. Werbie-Harris
Notary Public, Kenosha County, WI
My Commission Expires: January 5, 2014

[Village signatures on next page]

Development Agreement
Prairie Ridge West Commercial Development
Auriga LLC

VILLAGE OF PLEASANT PRAIRIE

By: _____
John P. Steinbrink
Village President

ATTEST:

By: _____
Jane Romanowski
Village Clerk

STATE OF WISCONSIN)
)SS
KENOSHA COUNTY)

This Agreement was acknowledged before me this _____, 2013 in Pleasant Prairie, WI by John P. Steinbrink and Jane M. Romanowski, Village President and Village Clerk, respectively, of the Village of Pleasant Prairie.

Print Name: Jean M. Werbie-Harris
Notary Public, Kenosha County, WI
My Commission Expires: January 5, 2014

This Development Agreement drafted by:

Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Development Agreement
Prairie Ridge West Commercial Development
Auriga LLC

EXHIBIT A
LEGAL DESCRIPTION

Development Agreement
Prairie Ridge West Commercial Development
Auriga LLC

EXHIBIT B

DEVELOPMENT PLANS AND RELATED DOCUMENTS

Development Agreement
Prairie Ridge West Commercial Development
Auriga LLC

EXHIBIT C

PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT
PLANNED UNIT DEVELOPMENT ORDINANCE #13__

Development Agreement
Prairie Ridge West Commercial Development
Auriga LLC

EXHIBIT D

REGNER VETERINARY CLINIC
CONDITIONAL USE GRANT #13-__

Development Agreement
Prairie Ridge West Commercial Development
Auriga LLC

EXHIBIT E

IRREVOCABLE LETTER OF CREDIT OR CASH PAYMENT, COST BREAKDOWN AND
ADMINISTRATIVE CASH PAYMENTS FOR PUBLIC IMPROVEMENTS

ORDINANCE TO AMEND THE
PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT
PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE #12-29 PURSUANT TO
CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that the Prairie Ridge West Commercial Development Planned Unit Development (PUD) (420 Attachment 3, Appendix C Specific Development Plan #32 is hereby amended pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT PLANNED UNIT DEVELOPMENT

- a. It is the intent that the Prairie Ridge West Commercial Development (hereinafter referred to as the **"DEVELOPMENT"**), will provide for structures, improvements and uses on the property as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business Zoning District with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, sitting areas, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial development area and seek to achieve a commercial/business environment of sustained desirability and economic stability, which will operate as a uniform commercial development with the surrounding commercial properties located both in the Village of Pleasant Prairie and the nearby City of Kenosha as well as avoids unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.
- b. Legal Description: The properties included are collectively known as Lot 1, 2, 3 and 4 of CSM 2627 as recorded at the Kenosha County Register of Deeds Office on March 12, 2013 as Document # 1696936 and Lot 1 and Outlot 1 of CSM _____, a re-division of Lot 4 of CSM 2627 as recorded at the Kenosha County Register of Deeds Office on _____, 2013 as Document # _____) (previously a part of Outlot 23 of Prairie Ridge Subdivision), ~~and was initially divided into three parcels pursuant to Certified Survey Map No. 2107 ("CSM 2107"); Parcel 3 of CSM 2107 was subsequently divided into three parcels pursuant to Certified Survey Map No. 2283 ("CSM 2283"); Parcel 1 of CSM 2283 was subsequently divided into two lots pursuant to Certified Survey Map No. 2482 ("CSM 2482"); Lot 1 of CSM 2482 was subsequently divided into two lots pursuant to Certified Survey Map No. 2666 ("CSM 2666"); Lot 1 of CSM 2666) and~~ located in U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village of Pleasant Prairie, ~~as shown on Exhibit 1.~~
- c. Requirements within the DEVELOPMENT:
 - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations, except as expressly modified by this PUD Ordinance.
 - (ii) The DEVELOPMENT shall be in compliance with the *Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants*, as recorded at the Kenosha County Register of Deeds Office. Said Declarations, as requested by the owners and approved by the Village, may be amended from time to time.

- (iii) The DEVELOPMENT shall be in compliance with the *Declaration of Covenants and Restrictions for Prairie Ridge West Commercial Development*, as recorded at the Kenosha County Register of Deeds Office. Said Declarations, as requested by the owners and approved by the Village, may be amended from time to time.
- (iv) All public improvements for this DEVELOPMENT are required to be installed and maintained pursuant to the Development Agreement entered into between the Village and Water Street Land LLC on March 12, 2013 and pursuant to the Development Agreement entered into between the Village and Auriga, LLC as approved by the Village Board on October 21, 2013.
- (v) All private improvements for this DEVELOPMENT are required to be installed and maintained pursuant to the approved Development Plans on file with the Village and as referenced in the Development Agreement entered into between the Village and Water Street Land LLC on March 12, 2013, and any subsequently approved amendment.
- (vi) The DEVELOPMENT shall be in compliance with the approved Maintenance Plan as may be amended from time to time, related to how the private sanitary sewer, water and storm sewer infrastructure systems will comply with WI Department of Natural Resources maintenance requirements and standards.
- (vii) The DEVELOPMENT, including but not limited to, the building(s), sign(s), fence(s), garbage dumpster enclosures, landscaping, parking lot(s), exterior site lighting, etc., and the site as a whole, shall be maintained on a regular basis in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. This site maintenance shall also include the daily picking up and disposal of trash and debris which may accumulate on the sites.
- (viii) Except as provided herein, the DEVELOPMENT shall be in compliance with ORDINANCE #07-28, adopted by the Village Board on July 16, 2007, and entitled *Prairie Ridge Planned Unit Development Ordinance*. Said Ordinance, as requested by the owners and approved by the Village, may be amended from time to time.
- (ix) The owners of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Village Board on August 20, 2012, as amended and approved as of March 12, 2013 and pursuant to the DSIS Agreement and Access Easement entered into between the Village and Auriga, LLC as approved by the Plan Commission on October 14, 2013.
- (x) All buildings, except a possible stand alone DSIS building that shall be 120 square feet or less within the DEVELOPMENT, shall comply with the fire suppression requirements of Chapter 180 of the Village Municipal Code (including buildings within the DEVELOPMENT that are less than 3,500 square feet or less than two stories in height).
- (xi) The DEVELOPMENT shall be in compliance with all applicable Site and Operational Plan(s), Conditional Use Permits (if applicable) and other Planned Unit Developments (if applicable), as on file with the Village.
- (xii) All buildings and site alterations and modifications, excluding general building and site maintenance within the DEVELOPMENT, shall be made in accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.
- (xiii) All buildings/structures and all exterior additions, remodeling or alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, outdoor furniture, etc.

with the Prairie Ridge entire commercial area included within the Prairie Ridge Subdivision.

- (xiv) The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified commercial development PUD and shall continue to comply with this PUD and all other PUDs that may be applicable to Prairie Ridge West Commercial Development, which may be amended from time to time. Specifically, but not limited to, the commercial buildings parking lots shall be utilized as a shared parking lots and cross-access easements shall be designed in order to allow and facilitate the movement of vehicular traffic from property to property.
- (xv) Deliver vehicles and trucks shall be parked inconspicuously on the sites. No trucks [e.g. semi cab, semi trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] shall be parked within the DEVELOPMENT.
- (xvi) Detached/attached outdoor seasonal sale displays and product sales areas (e.g. Christmas tree sales, pumpkin sales, other seasonal merchandise sales, general merchandise sales, special party supply sales, etc.) shall not be allowed. There shall be no sidewalk displays of merchandise or any other items, including temporary signage that is not allowed by the Zoning Ordinance. Holiday decorations are allowed insofar as they are timely removed within 21 days after the holiday.
- (xvii) Commercial communication antennas, whips, panels, satellite dishes or other similar transmission or reception devices that are mounted inside the buildings or are adequately camouflaged so as not to be readily seen by the general public, as either an accessory use, as specified in Chapter 420-120 D. (3) of the Village Zoning Ordinance are allowed without approval of a Conditional Use Permit within this Development.
- (xviii) Temporary or permanent storage containers (some having brand names such as P.O.D.S., S.A.M.S., etc.) and compactors are not allowed within the DEVELOPMENT. All merchandise, product, crate, pallet, etc., storage shall be stored inside a building.
- (xix) No flags, pennants, streamers, inflatable signage, plastic banner-type signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance.
- (xx) No raceways or box signage or neon tube banding around the buildings shall be permitted on any buildings within the DEVELOPMENT.
- (xxi) All wall mounted signage shall be located on the buildings as approved by the Village. No signage shall cross over the architectural panels or details of the building. Specific signage plans shall be reviewed and approved for each building.
- (xxii) The DEVELOPMENT shall comply with the designated business hours of operation and hours of delivery times for the B-2 District at all times during the year, even during the holiday seasons. Extended hours of business operations or hours may be granted by the Village if the owners/tenants enter into a separate Agreement with the Village for the provision of additional police officers and any related fees for additional security as determined necessary by the Village Police Chief.

- (xxiii) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
- (xxiv) The DEVELOPMENT shall not be used for any outside overnight or daytime parking of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations. No extended overnight parking of passenger vehicles is allowed in the parking lots.
- (xxv) In the event that any tenant requests public transportation to service the DEVELOPMENT, it shall be the responsibility of the requesting party(ies) to fund the cost of providing such public transportation to and from the DEVELOPMENT.
- (xxvi) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.

d. Specific modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:

- (i) Section 420-119 I (1) related to Lot Size in the B-2 District is amended as follows:
 - (1) Lot size: Lots 1 of CSM 2726 ~~and 4~~ and Outlot a of CSM _____ shall be a minimum of two acres, Lots 2 and 3 shall be a minimum of 1.3 acres, and Lot 1 of CSM _____ shall be a minimum of 0.9 acres.
- (ii) Section 420-119 I (3) related to Open Space is amended as follows:
 - (3) Each lot within the DEVELOPMENT shall maintain a minimum of 20% open space and the entire DEVELOPMENT shall maintain a minimum 75% open space.
- (iii) Section 420-119 I (4) (a) related to gross floor area for principal buildings shall be amended as follows:
 - (a) Gross floor area: 3,000 square feet minimum and 12,000 square feet maximum for all buildings within the DEVELOPMENT, except for a DSIS building which is allowed to be a maximum of 120 square feet on Outlot 1 of CSM _____ ~~Lot 4~~.
- (iv) Section 420-119 I (4) (c) related to building setbacks is amended as follows:
 - (c) Setbacks:
 - [1] Lots 1 and 2 of CSM 2726: minimum of 65 feet from property line adjacent to STH 50 and a minimum of 30 feet from all other property lines.
 - [2] Lot 3 of CSM 2726: minimum of 40 feet from property line adjacent to 77th Street, a minimum of 20 feet from west property line and a minimum of 30 feet from north and east property lines.
 - [3] Lot 4 of CSM _____: minimum of 30 feet from the property lines adjacent to 77th Street and 104th Avenue and a minimum of ~~30~~ five feet from all other property lines. **This includes the building and attached deck.** ~~-If a DSIS building is located on Lot 4 it shall be located a minimum of five feet from the back of any sidewalk provided the building is not located within any easements and is not located within any dedicated public right-of-way.~~

- [4] Wetland setback: 25 feet minimum; except for an attached deck which may be located a minimum of 10 feet from the wetlands.
- (v) Section 420-47 E related to setbacks for driveways is amended as follows:
- E. Setback. The shared access driveways for said Lots may cross property lines with the DEVELOPMENT but shall be a minimum of 20 feet from the side or rear property lines of the entire DEVELOPMENT and a minimum of five feet from any wetlands on said property.
- (vi) Section 420-47 L related to setbacks for parking spaces and parking lots shall be amended as follows:
- L. Parking areas including maneuvering lanes shall be set back a minimum of 20 feet from the adjoining public street rights-of-way of 104th Avenue and 77th Street and a minimum of 10 feet from the adjoining public street right of way of STH 50; a minimum of five feet from any wetlands within the DEVELOPMENT; a minimum of 10 feet from the eastern property lines on Lots 2 and 3 of CSM 2726 within the DEVELOPMENT; no setback is required between all interior lot lines within the DEVELOPMENT due to their nature of being "shared" improvement; and all parking lots shall be setback a minimum of 20 feet from the parking lot adjacent to the north/south shared access between ~~Lots 3 and 4~~ Lot 3 of CSM 2726 and Outlot 1 of CSM _____ within the DEVELOPMENT
- (vii) Section 420-76 T. related to Primary Monument Signs shall be amended as follows:
- T. Primary Monument Signs
- (1) One sign is required for each property within the DEVELOPMENT.
 - (2) A changeable copy sign, electronic changing message sign or electronic scrolling sign is permitted.
 - (3) Maximum area: 130 square feet per face, except for Lot 2 which shall not exceed 160 square feet per face.
 - (4) Maximum height: 10 feet for Lot 1 of CSM 2726 ~~Lots 1~~, 16 feet for Lot 2 of CSM 2726 and six feet for ~~Lots 3 and 4~~ Lot 3 of CSM 2726 and Lot 1 of CSM _____.
 - (4) Maximum height: 10 feet for Lots 1 and 2 of CSM 2726 and six feet for ~~Lots 3 and 4~~ Lot 3 of CSM 2726 and Lot 1 of CSM _____.
 - (5) Minimum setback distance: 10 feet from any public street or highway right-of-way line and shall not be located within any easement wherein such sign is not expressly permitted.
 - (6) Shall include the street address of the principal building on the property, including the street number(s) and the name of the street, but such address may be placed on the base of the sign (where they will not count toward the maximum area of the sign display).
 - (7) Landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the sign.
 - (8) May be illuminated.

- (9) Shall be placed on a solid-appearing decorative base which supports a minimum of 75% of the horizontal dimension of the sign display constructed or stone or brick to match the building.
 - (10) The base of the sign shall be two feet height and shall not extend to either side of the sign display by a distance exceeding 1/2 of the horizontal dimension of the sign display, or extend above the level of the top of the sign display by a distance exceeding 1/2 of the vertical dimension of the sign display.
 - (11) May be three-dimensional.
- (viii) Section 420-76 Y. related to Secondary Monument Signs is amended as follows:
 - Y. Entry Monument Signs
 - (1) Maximum number: Two Entry Monument signs area allowed, each sign shall be located no more than 15 feet from a primary entrance driveway to the DEVELOPMENT as measured from the back of the curb of the access road from 104th Avenue and 77th Street.
 - (2) Minimum setback from any public street or highway right-of-way line: 10 feet and shall not be located within any easement wherein such sign is not expressly permitted.
 - (3) Maximum height: 12 feet for the sign adjacent to 104th Avenue entrance and six feet for the sign adjacent to 77th Street entrance.
 - (4) Maximum area: 94 square feet per face for the sign adjacent to 104th Avenue entrance and 25 square feet per face for the sign adjacent to the 77th Street entrance.
 - (5) Landscaping: three feet in every direction from the sign base or other supporting structure.
 - (6) May be illuminated.
 - (7) Shall be placed on a solid or solid-appearing base which supports a minimum of 75% of the horizontal dimension of the sign display. The sign supports or base shall be constructed of materials complementary to the materials used in the development. The supports or base may not exceed two feet in height beneath the sign display.
- (ix) Section 420-78 W related to standard minimum setbacks distances for signs is amended as follows:
 - W. Standard minimum setback distances. The following standard minimum setback distances shall apply to all signs:
 - (1) Five feet from any wetland.
 - (2) The distance from any side or rear property line equal to the height of the sign, except the Primary Monument Sign on Lot 2 of CSM 2726 may be setback a minimum of one foot from the west property line.

- (x) Section 420-78 K related to Aggregate Permitted Background Commercial Advertising Sign Area shall be amended for Lot 2 of CSM 2726 only as follows:

K. Aggregate permitted background commercial advertising sign area for all tenant spaces/stores on the retail building on Lot 2 of CSM 2726 of the DEVELOPMENT shall be limited to:

- (1) Sign Size: 50 square feet maximum per building façade per tenant/store space.
- (2) Sign Height: Three (3) feet Maximum
- (3) Compliance with all requirements of Section 420-76 DD entitled Wall Sign as may be amended from time to time.

- (xi) Section 420-139 B (1) (s) related to sidewalks and patios shall be amended for Lot 1 of CSM _____ only as follows:

(s) Sidewalks or patios on Lot 1 of CSM _____ are allowed in any yard, provided that they are three feet from any property line, five feet from any wetland.

e. Amendments

- (i) The PUD regulations for the DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this ____ day of _____ 2013.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

ATTEST:

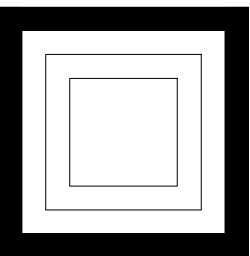
Jane M. Romanowski
Village Clerk
Posted: _____



New Building

Regner Veterinary Clinic

10372 77th Street,
Pleasant Prairie, WI 53158



KUENY ARCHITECTS, LLC

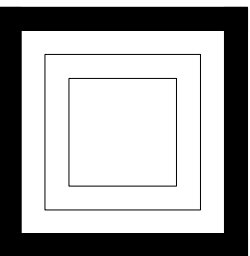
10505 CORPORATE DRIVE · SUITE 100 PLEASANT PRAIRIE, WI 53158

PHONE (262) 857-8101 FAX (262) 857 8103

Regner Veterinary Clinic
New Building

September 15, 2013

1.0



GENERAL NOTES

- All concrete to test 4000 psi in 28 days.
- Verify all dimensions, access, utilities and working conditions in the field.
- Conform to all applicable codes, ordinances and safety standards.
- Obtain and pay for all required permits and fees.
- Notify Architect immediately if work cannot proceed as shown on Drawings or as described in the Specifications.
- No concrete to be poured without Architect's prior review.
- All Contractor's to co-operate with all trades, Owner's and Architect's representatives.
- Leave site clean, neat and free of debris at all times.
- Each Prime and Sub-contractor is responsible for having read each page of the Specifications, Drawings, Addenda and Change Orders.
- Guard against interfering with Owner's operations.
- These Drawings contain no provisions or procedures for on-site safety. Each Contractor and their employees are responsible to follow all laws and ordinances and provide their own engineering to provide a safe work place.
- The locations of existing underground utilities, shown on these Drawings, are shown in an approximate way only and have not been independently verified by the Owner or its representatives. The Contractor shall determine the exact location of all existing utilities before commencing work, and agrees to be fully responsible for any and all damages which might be occasioned by the Contractor's failure to exactly locate and preserve any and all underground utilities.
- Services perform for this project have been conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar budget and time constraints. No warranty, expressed or implied, is made.

MATERIAL INDICATIONS

Earth Backfill		Sand Fill	
Rigid Insulation		Concrete	
Concrete Block		Finished Wood	
Aluminum		Stone Fill	
Lumber (Rough)		Plywood	
Steel		Batt Insulation	

DRAWING LEGEND

+ 100.0	New or Required Point Elevation		Detail Number
+ 100.0	Existing Point Elevation		Page Number
+ 100.0	Existing Contours		Building Section
+ 100.0	New or Required Contours		Wall Section
A	Grid Lines		Detail Section
Room 1	Room/Space Number		Interior Elevation
101	Door Number		Exterior Elevation
1	Wall Tag		

CONSULTANTS

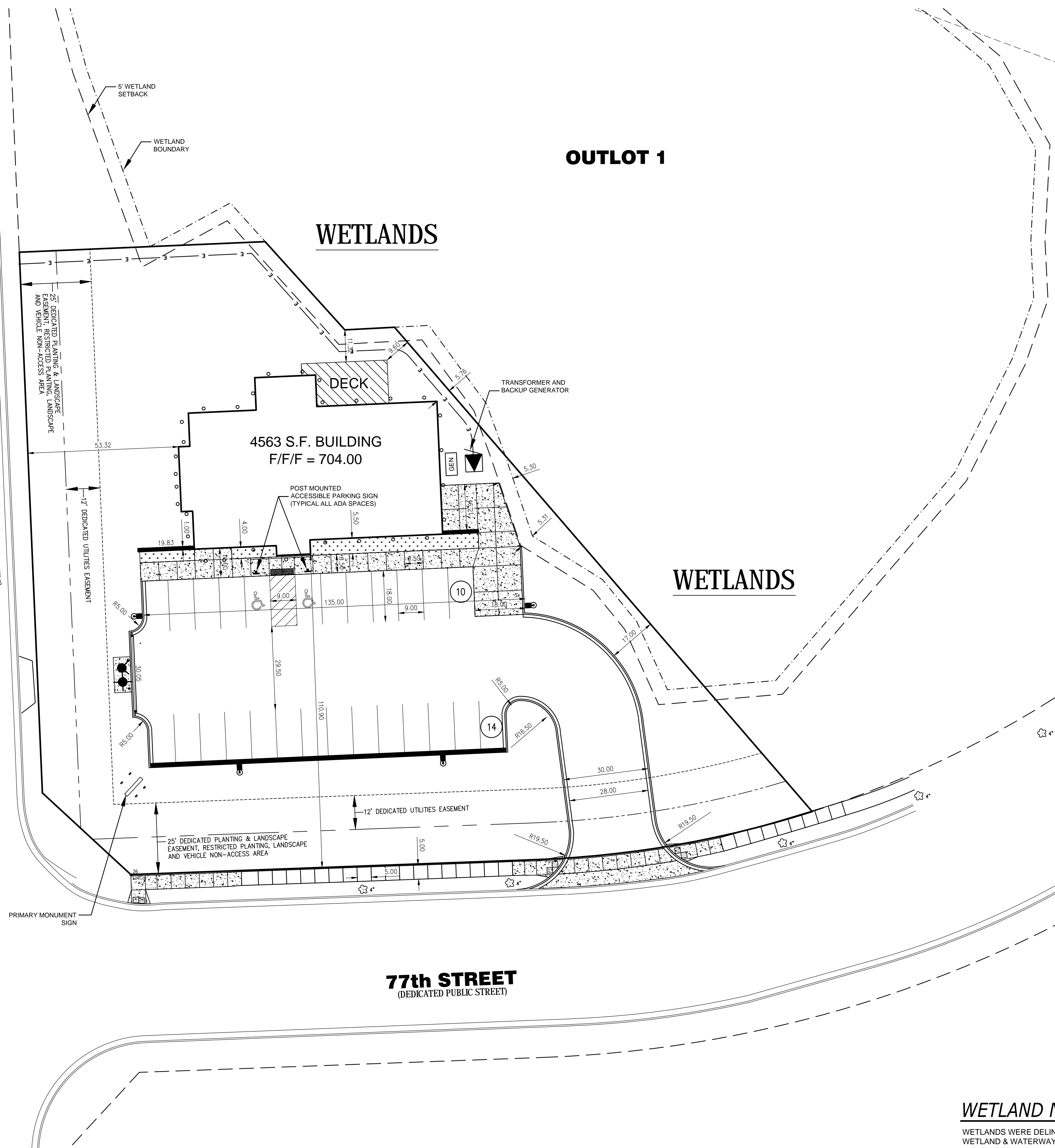
ARCHITECT	Kueny Architects, LLC (262) 857-8101 Architect of Record - Jon Wallenkamp	10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158
CIVIL	Nielsen Madsen & Barber (262) 634-5588 Mark Eberly P.E.	1458 Horizon Blvd, Suite 200 Racine, WI 53406
ELECTRICAL	David L. Hanson & Associates (262) 654-2010 David L. Hanson P.E.	6402 - 32nd Ave Kenosha, WI 53142

SHEET INDEX

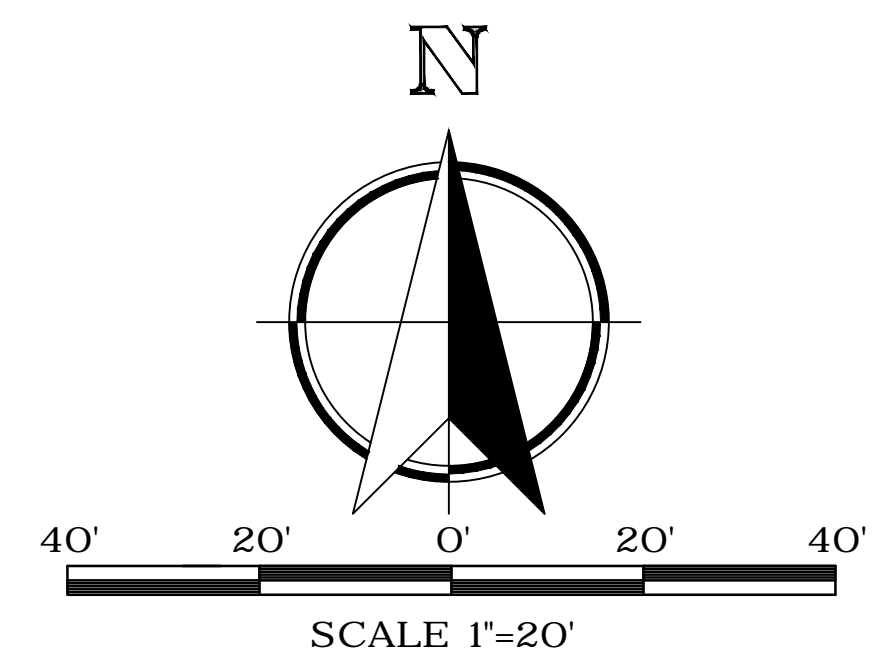
1.0	Title Sheet	ELECTRICAL	E.1 Electric Site Lighting Plan
			E.2 Electrical Details
			E.3 Electrical Details
CIVIL	C-1 Civil Title Sheet	LANDSCAPE	L-1 Landscape plan
	C-2 Existing Conditions & Topographic Survey		
	C-3 Dimensioned Site Plan		
	C-4 Master Erosion Control Plan		
	C-5 Site Grading / Paving Plan		
	C-6 Detailed Grading Plan		
	C-7 Site Utility Plan		
	C-8 Typical Sections & Construction Details		
	C-9 Typical Sections & Construction Details		
	C-10 Typical Sections & Construction Details		
ARCHITECTURAL	2.1 Floor Plan		
	2.2 Exterior Elevations		

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com





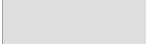














WETLANDS WERE DELINEATED BY
WETLAND & WATERWAY CONSULTING
LLC. ON OCTOBER 22, 2011 AND FIELD
LOCATED BY LAND INFORMATION
SERVICES, INC. ON OCTOBER 27, 2011.
CONCURRENCE ON THE DELINEATION
WAS ISSUED BY WDNR ON JUNE 14,
2012. USACOE DOES NOT HAVE
JURISDICTION OVER THESE WETLANDS.



SITE PLAN LEGEND

- | | | | |
|---|--------------------------|---|--|
|  | LANDSCAPING / LAWN |  | 14' PARKING COUNT |
|  | CONCRETE PAVEMENT |  | DRIVE AISLE CENTERLINE |
|  | ASPHALT PAVEMENT |  | 18" CURB & GUTTER |
|  | DETECTABLE WARNING FIELD |  | EXISTING CURB & GUTTER |
|  | SIGNAGE |  | PROPERTY LINE |
|  | LIGHT POLE |  | FIRE HYDRANT |
|  | PIPE BOLLARD |  | REMOTE FIRE DEPARTMENT CONNECTOR (FDC) |
| | |  | ELECTRICAL TRANSFORMER |
| | | | LIMITS OF CONSTRUCTION |

SITE DATA

PARCEL ID NUMBER:	91-4-122-082-0214
ZONING CLASSIFICATION:	B-2 (PUD)
EXISTING LAND USE:	VACANT
EXISTING FLOOD ZONE:	NOT IN A FLOOD ZONE
DEVELOPMENT TYPE:	COMMERCIAL OFFICE BUILDING
BUILDING USE:	VETERINARY CLINIC
<u>PARKING CALCULATIONS</u>	
REQUIRED PARKING:	23 SPACES
ONE (1) FOR EVERY 200 SQUARE FEET AND ONE (1) FOR EVERY TWO (2) EMPLOYEES	
TOTAL PROVIDED PARKING:	24 REGULAR SPACES 2 HANDICAPPED SPACES

PROPOSED IMPERVIOUS SURFACE

BUILDING/ENCLOSURE	4,563 S.F.
PROPOSED CONCRETE	2,369 S.F.
PROPOSED ASPHALT	10,665 S.F.
TOTAL IMPERVIOUS SURFACE AREA	17,597 S.F. = 0.40 AC (42.4%)
TOTAL GREEN SPACE AREA	23,926 S.F. = 0.55 AC (57.6%)
REQUIRED GREEN SPACE AREA	8,305 S.F. = 0.19 AC (20.0%)
TOTAL PARCEL AREA	41,523 S.F. = 0.95 AC
TOTAL DISTURBED AREA	42,207 S.F. = 0.97 AC

LANDOWNER: AURIGA, LLC.

SURVEYOR/CIVIL ENGINEER: NIELSEN, MADSEN & BARBER, S.C.
1458 HORIZON BOULEVARD
SUITE 200
RACINE, WI 53406
(262) 634-5588



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd. Suite 200, Racine, WI 53406
Tel: (262)634- 5588 Fax: (262)634- 5024
Website www.nmbssc.net

REGNER VETERINARY CLINIC

DIMENSIONED SITE PLAN FOR

AURIGA, LLC.

AURIGA, LLC.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

[illegible]

PROJ. MGR: _____ MDE
DRAFTED: _____ SCB
DATE: _____ 8-21-2013
CHECKED: _____ MDE
DATE: _____ 9-16-2013

2012.0009.17

SHEET
C-3





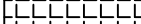

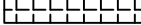




WETLANDS

4563 S.F. BUILDING
F/F/F = 704.00

104th AVENUE

77th STREET



- | | | | |
|---|------------------------------------|---|------------------------|
|  | GRAVEL TRACKING PAD |  | CONSTRUCTION FENCE |
|  | EXISTING CONTOURS |  | SILT FENCE |
|  | PROPOSED CONTOURS |  | EROSION BALES |
|  | EROSION MATTING
CLASS 1, TYPE B |  | STORM INLET PROTECTION |
| | |  | TREE REMOVAL |

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

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2012 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WisDOT WEBSITE AT <http://roadwaystandards.dot.wi.gov/standards/stdnspec/index.htm>

"MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), 2009 EDITION WITH REVISIONS 1 AND 2 INCORPORATED

LAND DIVISION ORDINANCE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, CHAPTER 395, VILLAGE CODE OF ORDINANCES.

CHAPTER 405 OF THE VILLAGE OF PLEASANT PRAIRIE MUNICIPAL CODE "PUBLIC IMPROVEMENT PROJECTS", DATED DECEMBER 20, 2004
INCLUDED HEREIN AND REFERRED TO AS THE "VILLAGE SPECIFICATIONS."

ALL EROSION CONTROL, EARTHWORK, SITE GRADING, BASES, PAVEMENTS AND INCIDENTAL CONSTRUCTION ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STATE SPECIFICATIONS" AND "VILLAGE SPECIFICATIONS".

* WHENEVER THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

* WHENEVER THE "STATE SPECIFICATIONS", "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

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

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

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

EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR), THE VILLAGE OF PLEASANT PRAIRIE OR THEIR AUTHORIZED AGENTS DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT.

ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO COMMENCING EARTH DISTURBING ACTIVITIES. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES UNTIL THE SITE HAS ESTABLISHED A VEGETATIVE COVER AND IS STABILIZED. ADDITIONAL EROSION CONTROL MAY BE REQUIRED BY THE WDNR, OWNER, ENGINEER OR MUNICIPALITY TO MEET FIELD CONDITIONS.

ALL EROSION AND SEDIMENT CONTROL MEASURES AND DEVICES SHALL BE INSPECTED BY THE CONTRACTOR AS REQUIRED IN SPS 360.21 OF THE WISCONSIN ADMINISTRATIVE CODE AND MAINTAINED PER SPS 360.22:

1. THE CONTRACTOR SHALL CHECK THE EROSION AND SEDIMENT CONTROL PRACTICES FOR MAINTENANCE NEEDS AT ALL THE FOLLOWING INTERVALS UNTIL THE SITE IS STABILIZED:
 - (A) AT LEAST WEEKLY.
 - (B) WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. A RAINFALL EVENT SHALL BE CONSIDERED TO BE THE TOTAL AMOUNT OF RAINFALL RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD.
2. THE CONTRACTOR SHALL MAINTAIN A MONITORING RECORD WHEN THE LAND DISTURBING CONSTRUCTION ACTIVITY INVOLVES ONE OR MORE ACRES. THE MONITORING RECORD SHALL CONTAIN AT LEAST THE FOLLOWING INFORMATION:
 - (A) THE CONDITION OF THE EROSION AND SEDIMENT CONTROL PRACTICES AT THE INTERVALS SPECIFIED ABOVE.
 - (B) A DESCRIPTION OF THE MAINTENANCE CONDUCTED TO REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL PRACTICES.

CONSTRUCTION FENCE SHALL BE INSTALLED AT THE LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. CONSTRUCTION FENCING SHALL BE INSTALLED 3 TO 5 FEET UPSTREAM OF ANY SILT FENCE TO ALLOW FOR SEDIMENT REMOVAL, GENERAL MAINTENANCE AND REPLACEMENT OF THE EROSION CONTROL DEVICE. MATERIAL FOR CONSTRUCTION FENCE SHALL BE HIGH DENSITY POLYETHYLENE MESH SUPPLIED IN EITHER 50-FOOT OR 100-FOOT ROLLS. THE FENCING SHALL BE A MINIMUM OF 4 FEET HIGH AND SHALL BE WEATHER-, CHEMICAL- AND ULTRAVIOLET-RESISTANT TO INCREASE THE PRODUCT LIFE. FENCING SHALL BE SUPPORTED AT MAXIMUM TEN-FOOT (10') INTERVALS BY METAL T-POSTS OR OTHER APPROVED METHODS SUFFICIENT TO KEEP THE FENCE UPRIGHT AND IN PLACE. WOODEN STAKES AND REBAR POSTS ARE NOT CONSIDERED AS AN APPROVED METHOD OF SUPPORT. DEFAULT COLOR OF FENCING SHALL BE ORANGE UNLESS OTHERWISE SPECIFIED IN THE CONTRACT. CONSTRUCTION FENCE MATERIAL SHALL BE SECURED TO THE METAL T-POSTS BY PLASTIC ZIP OR WIRE TIES AS NEEDED TO KEEP THE FENCE UPRIGHT AND IN PLACE. FENCE MATERIAL SHALL BECOME PROPERTY OF THE CONTRACTOR AT PROJECT COMPLETION AND SHALL BE REMOVED FROM THE SITE.

INSTALL SILT FENCE PER SECTION 628 OF THE "STATE SPECIFICATIONS" AND WDNr TECHNICAL STANDARD 1056 AT THE LOCATIONS SHOWN ON THE PLAN. ERECT SILT FENCE PRIOR TO STARTING A CONSTRUCTION OPERATION THAT MIGHT CAUSE SEDIMENTATION OR SILTATION AT THE SITE OF THE PROPOSED SILT FENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL REQUIRED SILT FENCE MATERIAL.

ALL PROPOSED STORM SEWER STRUCTURES AND ADJACENT EXISTING STORM INLETS SHALL HAVE A LAYER OF GEOTEXTILE FABRIC (TYPE "FF") INSTALLED BETWEEN THE FRAME & GRATE TO PREVENT SEDIMENT OR SILT FROM ENTERING THE SYSTEM. THE FILTER FABRIC SHALL BE INSPECTED BY THE CONTRACTOR AND REPLACED, IF NECESSARY, EVERY 14 DAYS AND AFTER EACH RAINFALL.

ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE TREATED FOR SEDIMENT REMOVAL PRIOR TO DISCHARGE OFF-SITE. PUMPING OPERATIONS SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1061. PUMPED WATER CAN BE TREATED IN FILTER BAGS, STONE FILTERS OR BY OTHER WDNR APPROVED METHODS. QUALITY OF PUMPED WATER SHALL BE CONTINUOUSLY MONITORED DURING PUMPING OPERATIONS.

A CONSTRUCTION TRACKING PAD HAS BEEN INSTALLED AT THE SITE ENTRANCE TO PREVENT SOIL FROM BEING TRACKED ONTO ADJACENT PAVEMENTS AND PUBLIC ROADS. MAINTENANCE OF THE TRACKING PAD SHALL BE PERFORMED ACCORDING TO WDNR TECHNICAL STANDARD 1057. ALL TRACKED SOIL FROM THE CONSTRUCTION SITE SHALL BE COLLECTED FROM PAVED STREETS AT THE END OF EACH WORKING DAY. PERIODIC STREET SWEEPING SHALL BE CONDUCTED BY THE CONTRACTOR TO KEEP THE PUBLIC AND/OR PRIVATE ROADWAYS FREE OF DUST AND DIRT.

THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE (WHEN NECESSARY OR AS REQUIRED BY LOCAL INSPECTORS).

NIELSEN MADSEN & BARBER S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd., Suite 200, Racine, WI. 53406
Tele: (262)634- 5588 Fax: (262)634- 5024
[Website www.nmbssc.net](#)

REGNER VETERINARY CLINIC
MASTER
EROSION CONTROL PLAN
FOR
AURIGA, LLC.

VILLAGE OF PLEASANT PRAIRIE, KENOSH COUNTY, WISCONSIN

No.	Revision	By	Date

Proj. MGR:

Drafted:

Date:

Checked:

Date:

MDE

MMM

8-22-2013

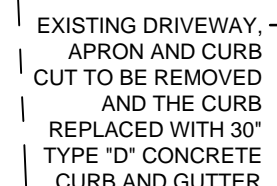
MDE

9-16-2013

2012.0009.17

SHEET
C-4

ISSUE FOR REVIEW 9-16-13



40' 20' 0' 20' 40'

SCALE 1"=20'

- 804.85 FINISHED ASPHALT GRADES
- 804.85 FINISHED SIDEWALK GRADES
- DRAINAGE ARROW
- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- EL: 804.85 EXISTING SPOT GRADES

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

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2012 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WisDOT WEBSITE AT <http://roadwaystandards.dot.wi.gov/standards/stdnspec/index.htm>

"MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), 2009 EDITION WITH REVISIONS 1 AND 2 INCORPORATED.

CHAPTER 405 OF THE VILLAGE OF PLEASANT PRAIRIE MUNICIPAL CODE "PUBLIC IMPROVEMENT PROJECTS", DATED DECEMBER 20, 2004, INCLUDED HEREIN AND REFERRED TO AS THE "VILLAGE SPECIFICATIONS."

ALL EROSION CONTROL, EARTHWORK, SITE GRADING, BASES, PAVEMENTS AND INCIDENTAL CONSTRUCTION ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS".

* WHENEVER THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

* WHENEVER THE "STATE SPECIFICATIONS", "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

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

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

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

ALL EXISTING TOPSOIL AND OTHER NON-STRUCTURAL MATERIAL WITHIN THE PROPOSED BUILDING PADS, PAVEMENT SECTIONS AND STRUCTURAL FILL AREAS SHALL BE STRIPPED AND STOCKPILED AT THE LOCATION SHOWN OR AS DIRECTED BY THE OWNER.

EXCAVATE, GRADE AND SHAPE SUBGRADE TO THE LINES AND GRADES SHOWN ON THE PLANS. SEE TYPICAL SECTIONS FOR PAVEMENT THICKNESS AND MATERIALS.

FOR STRUCTURAL FILL DEPTHS LESS THAN 20 FEET, THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION OF THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL HAVE A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS.

THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN 1 TO +3 PERCENT AND GRANULAR SOIL 3+4 PERCENT OF THE OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY RECOMMENDED / APPROVED BY THE SOILS ENGINEER MONITORING THE PLACEMENT AND COMPACTION. COHESIVE SOILS WITH MODERATE TO HIGH EXPANSIVE POTENTIALS (PI>15) SHOULD, HOWEVER, BE PLACED, COMPACTED AND MAINTAINED PRIOR TO CONSTRUCTION AT A MOISTURE CONTENT OF 3+1 PERCENT ABOVE OPTIMUM MOISTURE CONTENT TO LIMIT FUTURE HEAVE.

THE FILL SHALL BE PLACED IN LAYERS WITH A MAXIMUM LOOSE THICKNESS OF 9 INCHES. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION. BULLDOZERS OR SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR COMPACTION.

UPON COMPLETION OF THE GRADING AND COMPACTION OF THE SUBGRADE, A PROOF ROLL SHALL BE CONDUCTED BY THE CONTRACTOR ON ALL SUBGRADES THAT RECEIVE DENSE AGGREGATE BASE COURSE. THE CONTRACTOR SHALL PROVIDE A FULLY LOADED QUAD-AXLE TRUCK (18 TON MINIMUM LOAD) TO PERFORM THE PROOF ROLL. CONTRACTOR SHALL COORDINATE THE PROOF ROLL WITH THE OWNER OR HIS REPRESENTATIVES.

TEMPORARY SEEDING IS REQUIRED FOR ALL STOCKPILES AND OTHER EXPOSED LAND AREAS IF NOT ACTIVELY WORKED WITHIN 30 DAYS. AT THE COMPLETION OF THE PAVEMENT WORK, RE-SPREAD SALVAGED TOPSOIL OR IMPORT TOPSOIL AS NECESSARY TO PROVIDE A MINIMUM SIX-INCH (6") LAYER IN ALL LANDSCAPE AND LAWN AREAS. ALL DISTURBED AREAS SHALL BE RESTORED PER THE LANDSCAPE PLAN.

ANY TOPSOIL MATERIAL NOT BEING USED FOR THE PROJECT SHALL BE TRUCKED OFF-SITE AND NOT STOCKPILED ON ANY ADJACENT LOT(S).

DENSE AGGREGATE BASE COURSE SHALL MEET THE REQUIREMENTS OF SECTION 305 OF THE "STATE SPECIFICATIONS". THE COMPLETED BASE SHALL BE IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SHALL BE CONSTRUCTED IN FOUR-INCH (4") LIFTS AND COMPACTED ACCORDING TO SUBSECTION 305.3.2.2 OF THE "STATE SPECIFICATIONS".

ASPHALTIC CONCRETE PAVEMENT SHALL BE WISDOT TYPE E-0.3 MEETING THE REQUIREMENTS OF SECTION 460 OF THE "STATE SPECIFICATIONS". PAVEMENT SHALL BE INSTALLED IN TWO (2) LIFTS IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET. A TACK COAT SHALL BE INSTALLED BETWEEN THE LOWER AND UPPER COURSES IN ACCORDANCE WITH SECTION 455.3.2 OF THE "STATE SPECIFICATIONS".

CONCRETE FOR SIDEWALKS, CURB & GUTTER AND DRIVEWAY APRONS SHALL BE GRADE A-FA, AIR-ENTRAINED, AS SPECIFIED IN SUBSECTION 501.3.1 OF THE "STATE SPECIFICATIONS". ALL EXTERIOR CONCRETE SHALL BE "READY-MIXED" AND RECEIVE A BROOM FINISH. ALL CONCRETE WORK SHALL BE CURED IN ACCORDANCE WITH THE REQUIREMENTS OF SUBSECTION 415.2.4 OF THE "STATE SPECIFICATIONS".

CONCRETE SIDEWALKS SHALL BE FIVE INCHES (5") IN THICKNESS ON FIVE INCHES (5") OF DENSE AGGREGATE BASE COURSE AND BE CONSTRUCTED IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET.

CONCRETE PAVEMENT (TRASH ENCLOSURE / APRON) SHALL BE EIGHT INCHES (8") IN THICKNESS ON SIX INCHES (6") OF DENSE AGGREGATE BASE COURSE IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET.

ALL CONCRETE CURB AND GUTTER SHALL BE 18" VERTICAL FACE CURB CONFORMING TO THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SECTION 601 OF THE "STATE SPECIFICATIONS". ALL CURB & GUTTER SHALL BE "REVERSE PAN CURB" OR "STANDARD CURB" AS INDICATED BY THE LEGEND BELOW AND INSTALLED IN A MANNER TO SHED ALL STORM WATER RUNOFF TOWARDS THE DRAINAGE STRUCTURES.

18" VERTICAL FACE (REVERSE PAN) CONCRETE CURB & GUTTER

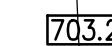
18" VERTICAL FACE CONCRETE CURB & GUTTER

CONTRACTION JOINTS SHALL BE AT TEN-FOOT (10') INTERVALS FOR CURB AND GUTTER AND FIVE-FOOT (5') INTERVALS FOR FIVE-FOOT (5') WIDE SIDEWALK.

EXPANSION JOINTS SHALL BE PLACED AS OUTLINED IN SUBSECTION 601.3.6 OF THE "STATE SPECIFICATIONS". FILLER MATERIAL FOR EXPANSION JOINTS SHALL BE 1/2" FIBER MATERIAL.

CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT ALL UTILITY COVERS (SUCH AS MANHOLES, VALVE BOXES, ETC.) TO MATCH THE FINISHED GRADES OF THE AREA AFFECTED BY THE CONSTRUCTION.

PARKING LOT STRIPING, STOP BARS / WORDS, CROSSWALKS AND HANDICAPPED ACCESSIBLE SYMBOLS SHALL BE INSTALLED WITH WISCONSIN DOT APPROVED TRAFFIC PAINT (WHITE) IN ACCORDANCE WITH SECTION 646 OF THE "STATE SPECIFICATIONS". ALL PARKING STALL STRIPING SHALL BE FOUR INCHES (4") IN WIDTH AND SHALL BE INSTALLED AT THE LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE OWNER. SEE THE TYPICAL SECTIONS AND CONSTRUCTION DETAILS SHEET(S) OF THE PLAN SET FOR ADDITIONAL INFORMATION ABOUT THE STOP BAR AND CROSSWALK MARKINGS.



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE

-

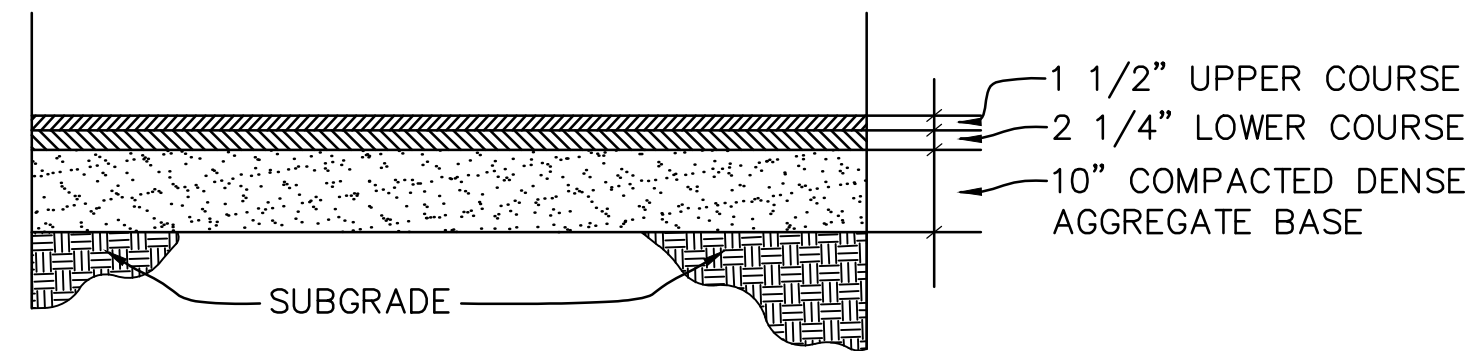
SHEET
C-6

3 3/4" HMA PAVEMENT, WISDOT, TYPE E-0.3

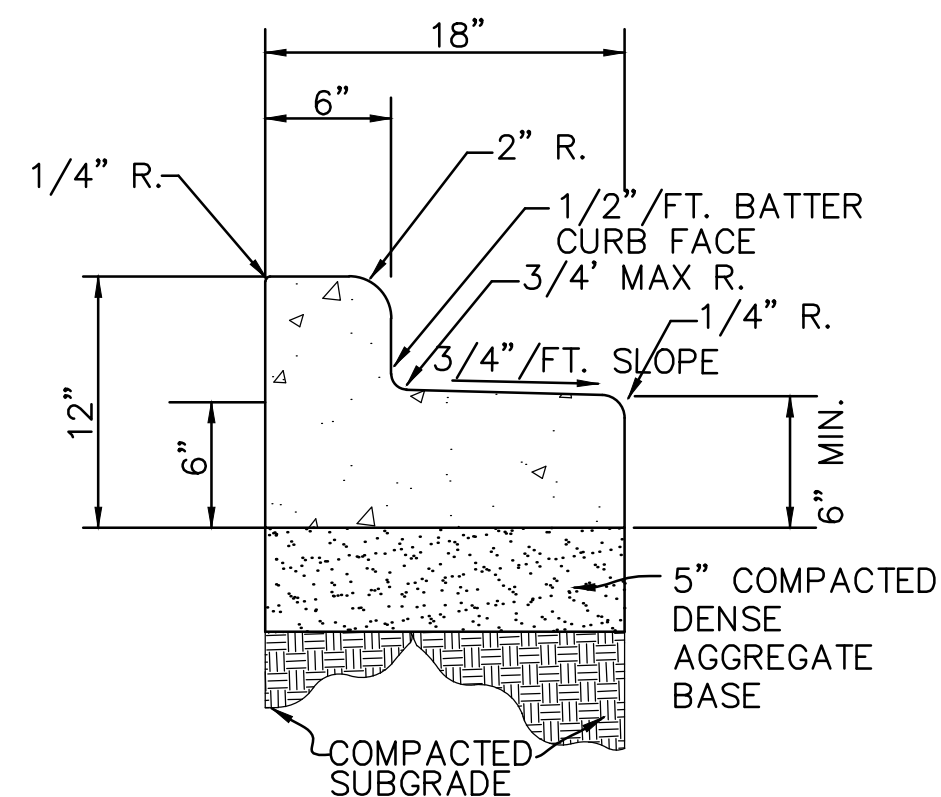
- * 1 1/2" THICK UPPER COURSE (9.5 mm GRADATION), PG 64-22 OR PG 58-28
- * 2 1/4" THICK LOWER COURSE (19.0 mm GRADATION), PG 64-22 OR PG 58-28

10" COMPACTED DENSE AGGREGATE BASE

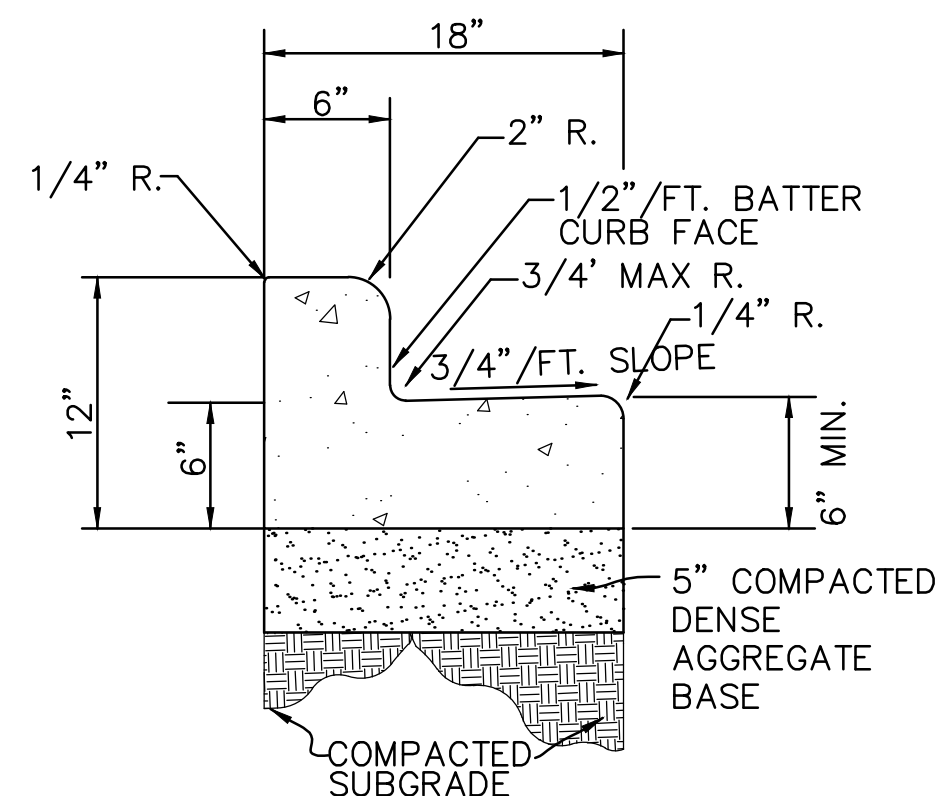
- * 1 1/4" GRADATION (PER SECTION 305.2.2.1 OF THE "STATE SPECIFICATIONS")
- * BASE COURSE SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGE OF PAVEMENT OR BACK OF CURB.



1) ASPHALT PAVEMENT SECTION
AUTO PARKING
NOT TO SCALE



5 18" VERTICAL FACE
REVERSE PAN
CURB AND GUTTER
NOT TO SCALE



7 18" VERTICAL FACE
CURB AND GUTTER
NOT TO SCALE

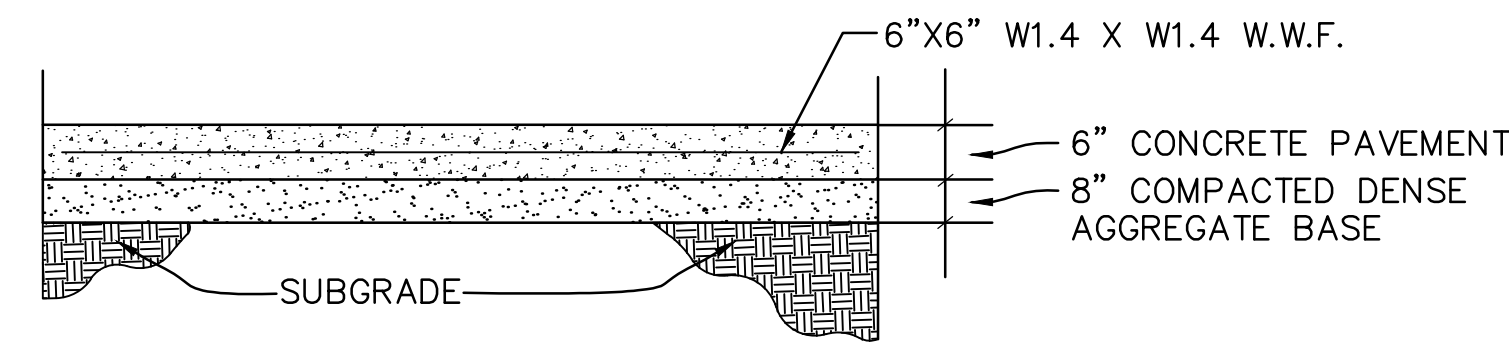
14" PAVEMENT SECTION (TYPICAL)

6" CONCRETE PAVEMENT (PER SECTION 415 OF THE "STATE SPECIFICATIONS")

- * ALL CONCRETE SHALL BE GRADE A-FA, AIR-ENTRAINED, 6-BAG MIX WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,500 PSI.

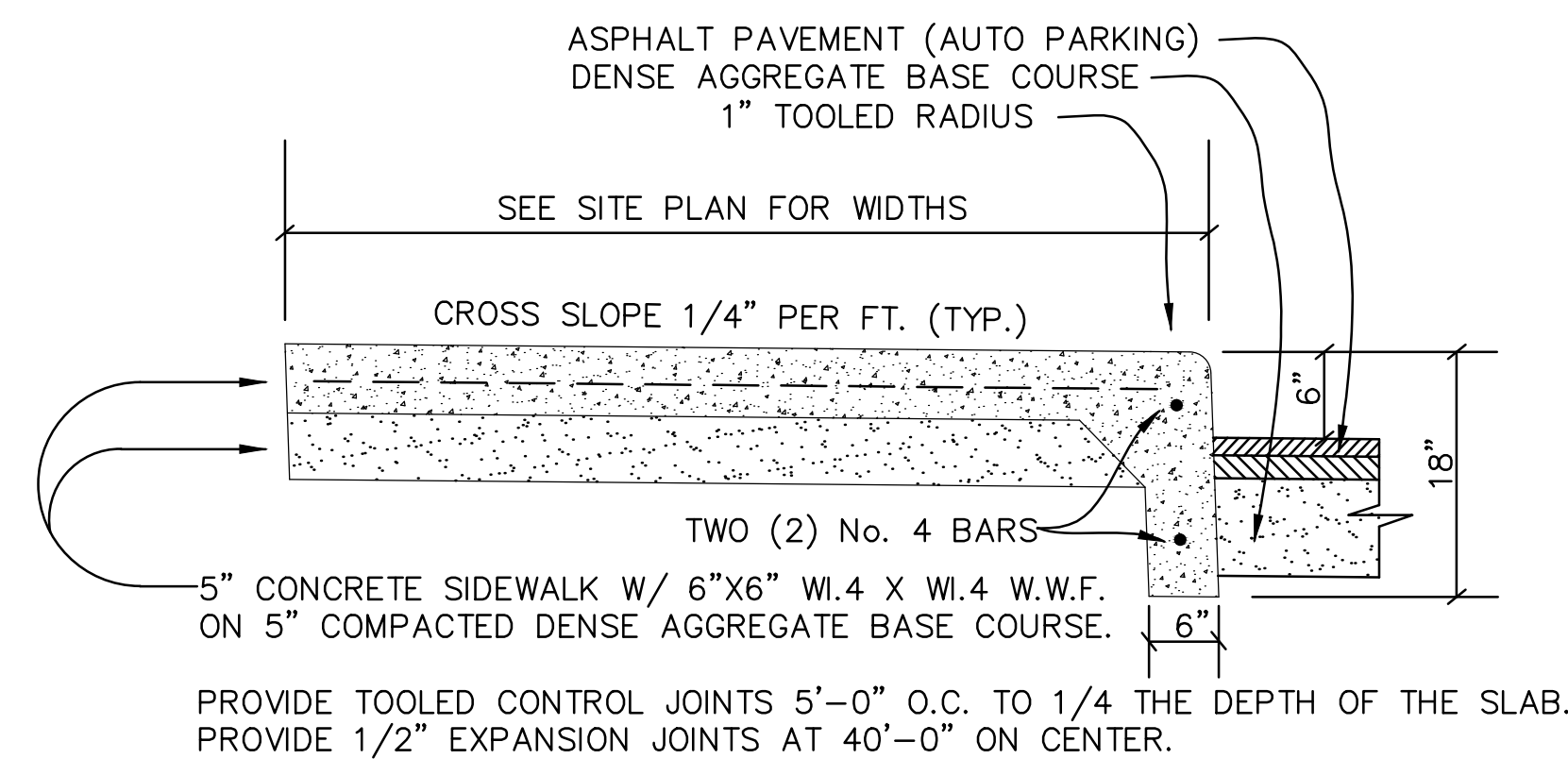
8" COMPACTED DENSE AGGREGATE BASE

- * 1 1/4" GRADATION (PER SECTION 305.2.2.1 OF THE "STATE SPECIFICATIONS")
- * BASE COURSE SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGE OF CONCRETE.

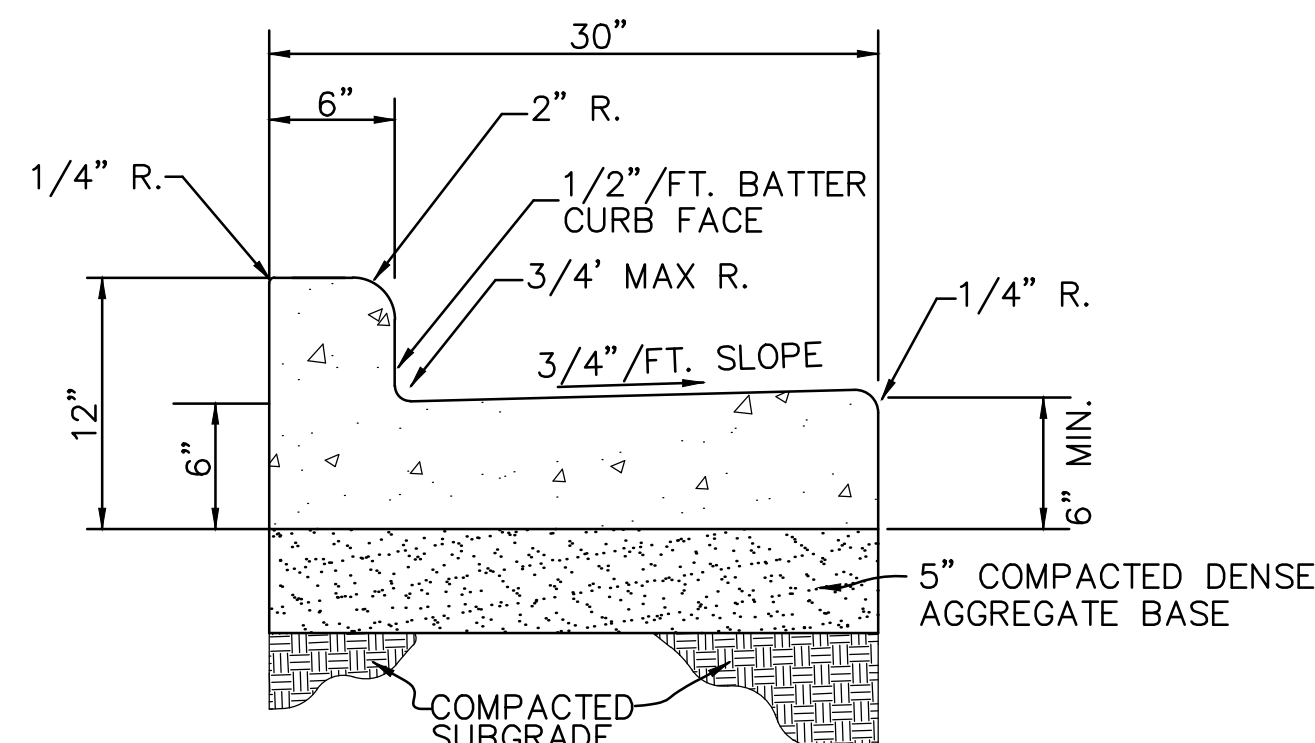


6" CONCRETE PAVEMENT SHALL INCLUDE 6"X6" W1.4 X W1.4 W.W.F.

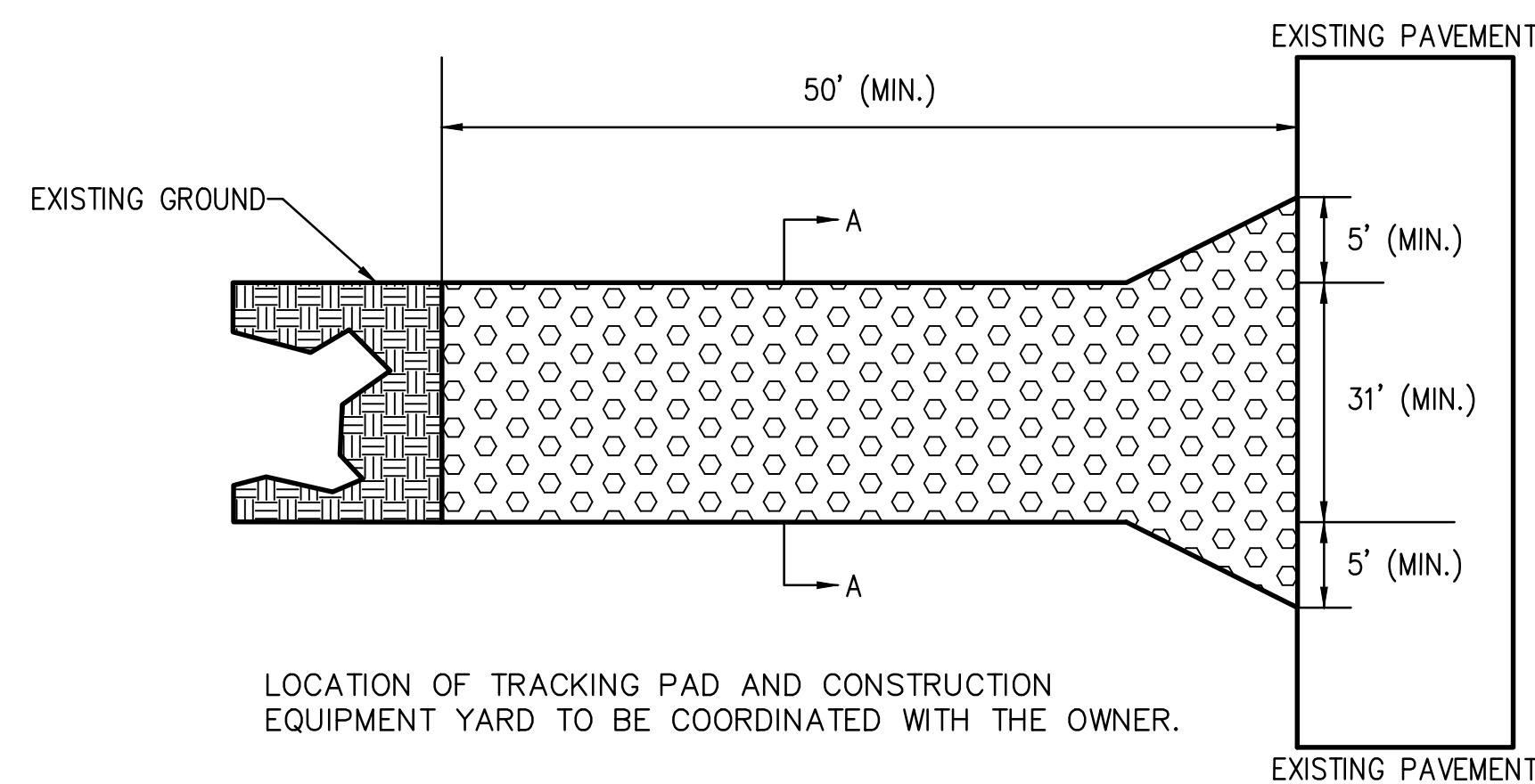
ENTRANCE DRIVE
2 CONCRETE PAVEMENT SECTION
NOT TO SCALE



4 SIDEWALK / BARRIER CURB
(TYPICAL SECTION)
NOT TO SCALE



⑥ 30" VERTICAL FACE
CURB AND GUTTER
NOT TO SCALE



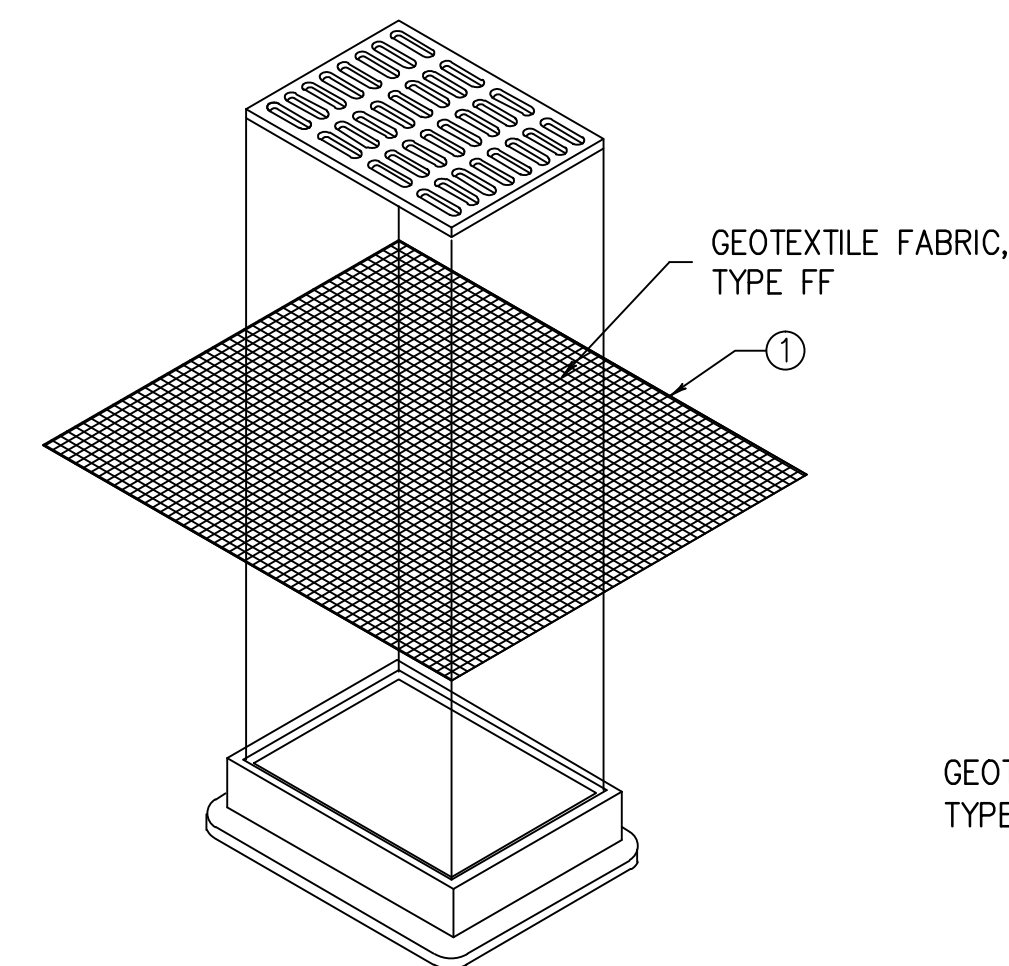
PLAN VIEW

8 TRACKING PAD DETAIL

NOT TO SCALE

TYPE B & C
TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF
THE GRATE.

THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

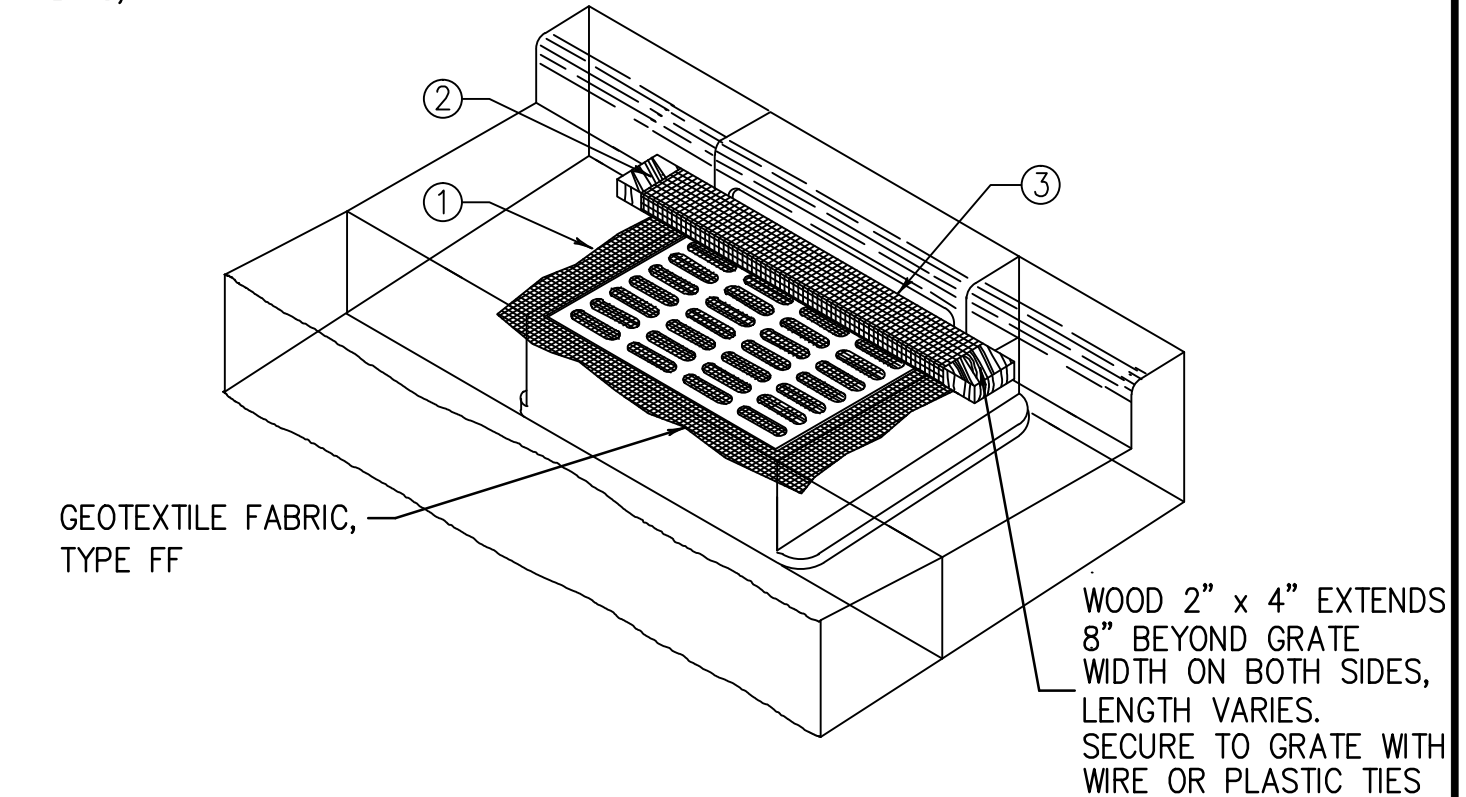


INLET PROTECTION, TYPE B
(WITHOUT CURB BOX)
 (CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)

3 TYPICAL STORMWATER INLET PROTECTION DETAIL

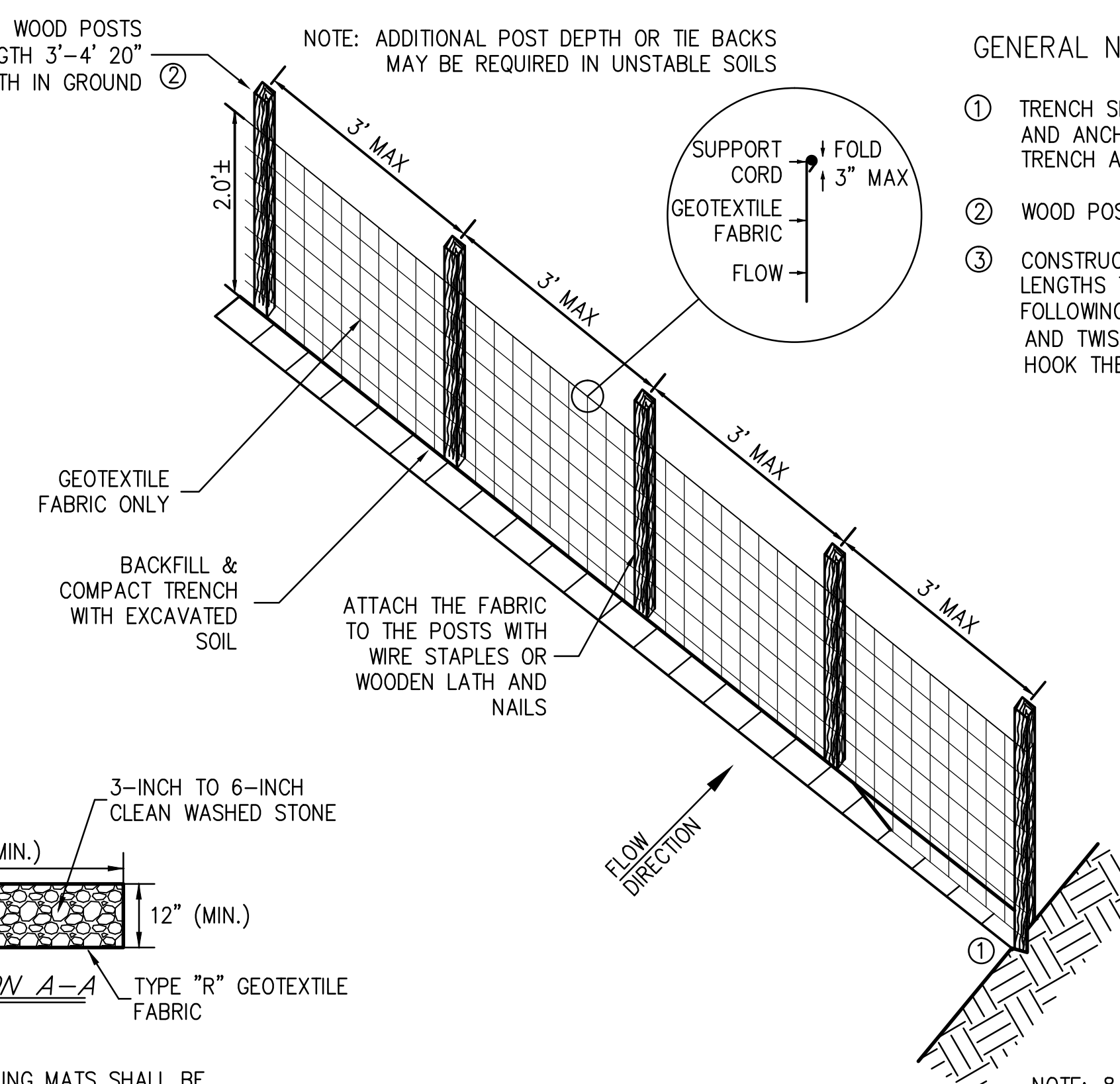
MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE W! DOT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

- ① FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- ② FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES.
- ③ THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

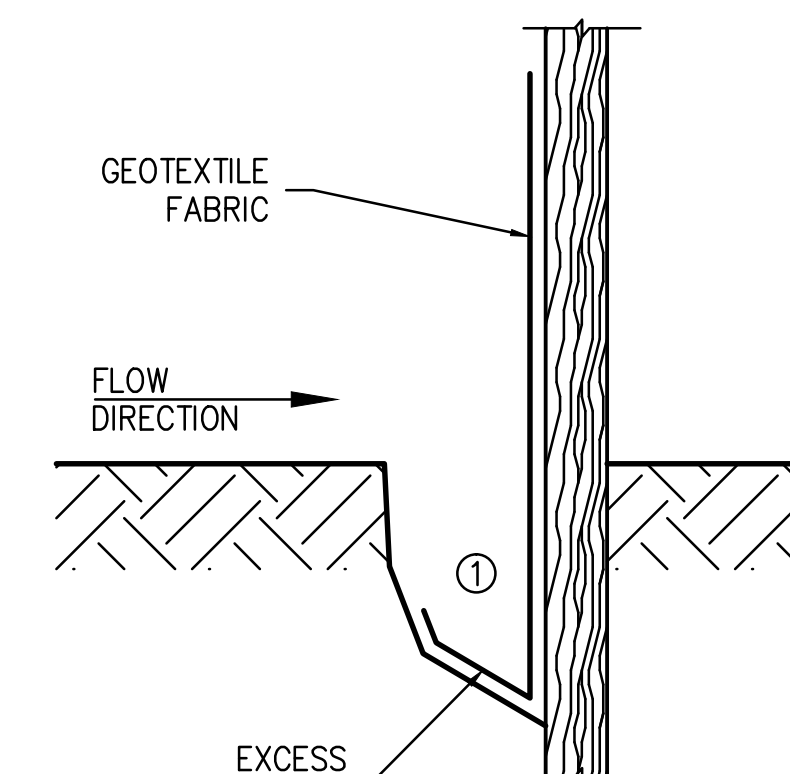


**INLET PROTECTION, TYPE C
(WITH CURB BOX)**
BE INSTALLED IN ANY INLET WITH A CURB BOX)

- ① TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
- ② WOOD POSTS SHALL BE A MINIMUM SIZE OF 1½" x 1½" OF OAK OR HICKORY.
- ③ CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) TWIST METHOD -- OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK METHOD -- HOOK THE END OF EACH SILT FENCE LENGTH.



9 TYPICAL SILT FENCE DETAIL
NOT TO SCALE



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

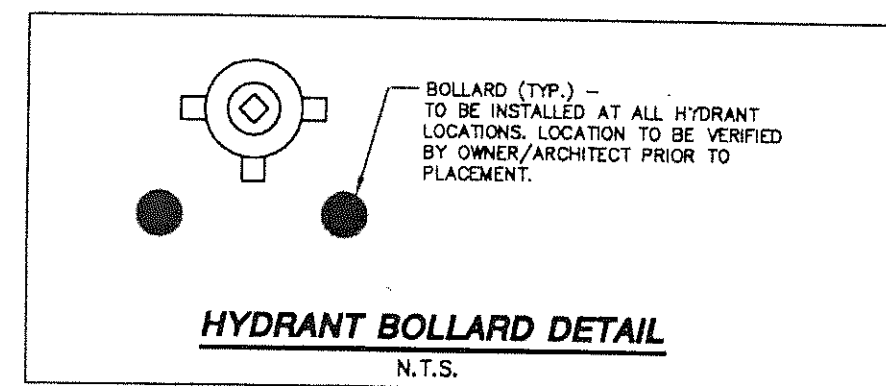
1458 Horizon Blvd. Suite 200, Racine, WI 53406
Tel: (262)634-5588 Fax: (262)634-5024
Website www.nmbssc.net

REGNER VETERINARY CLINIC TYPICAL SECTIONS & CONSTRUCTION DETAILS FOR AURIGA, LLC. CITY OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

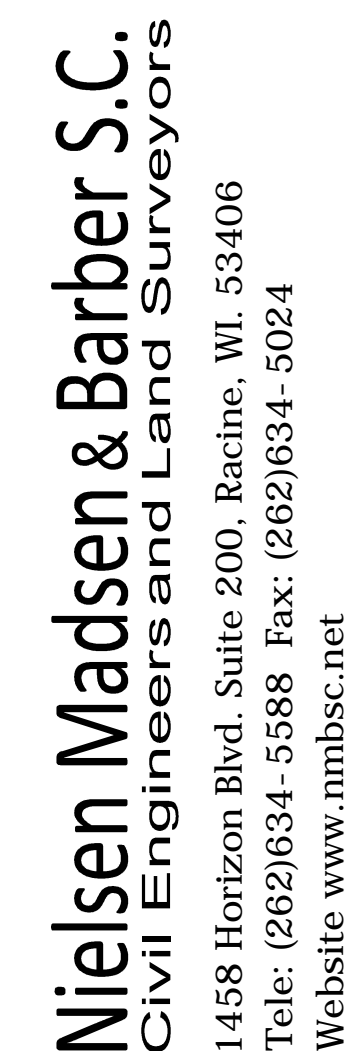
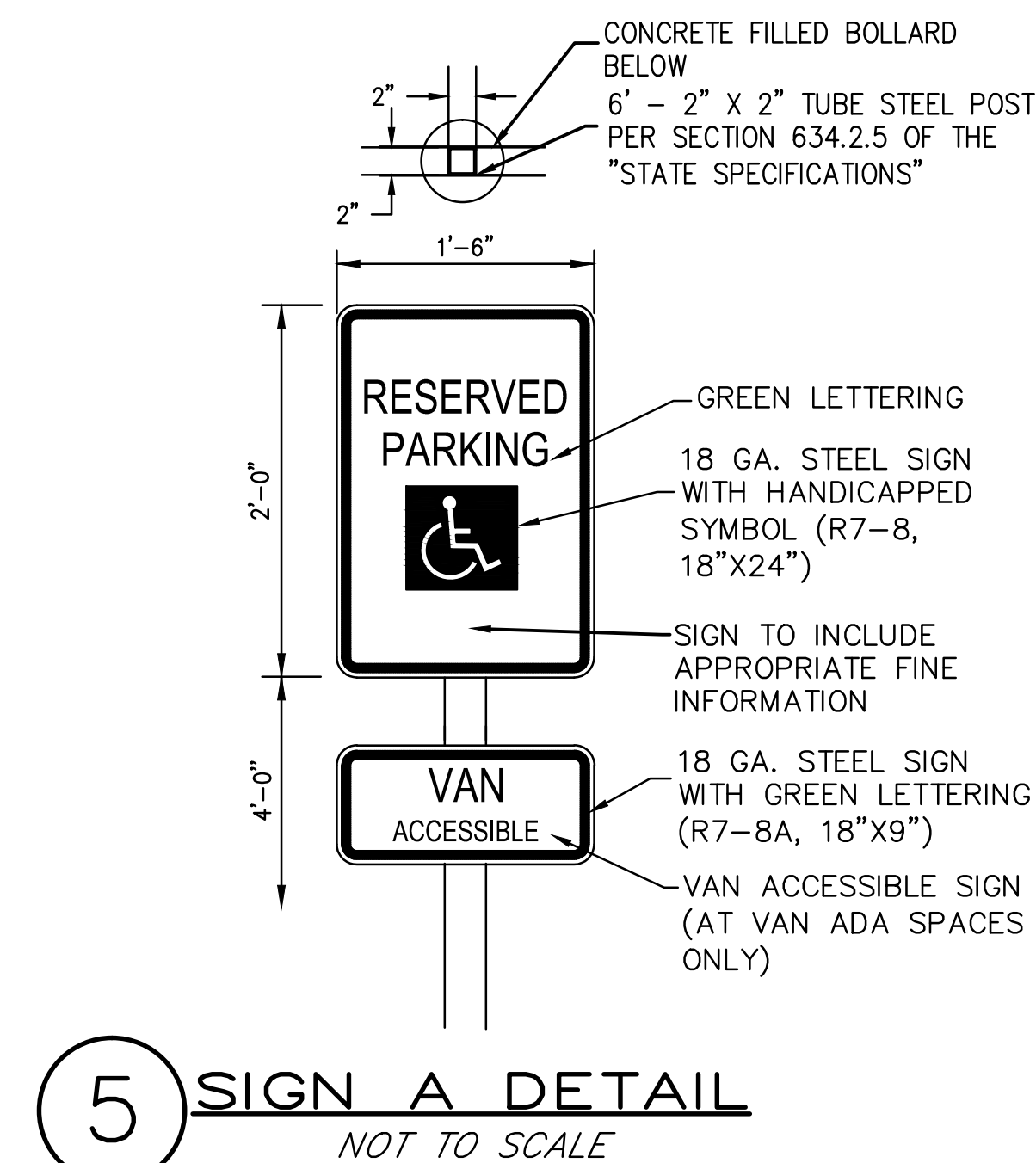
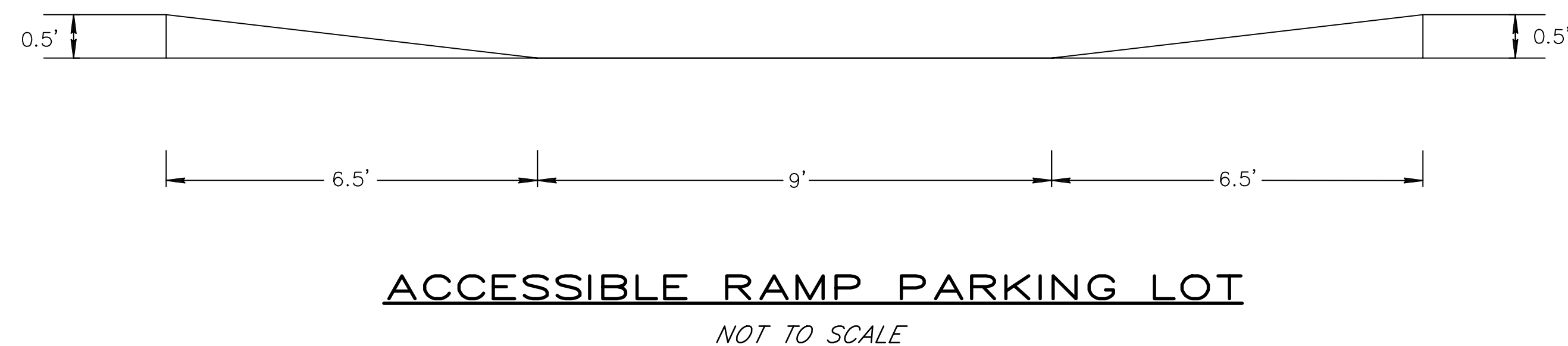
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ISSUE FOR REVIEW - 9-16-13



3 FIRE DEPARTMENT
CONNECTION DETAILS
NOT TO SCALE





REGNER VETERINARY CLINIC

TYPICAL SECTIONS & CONSTRUCTION DETAILS

**FOR
AURIGA, LLC.**

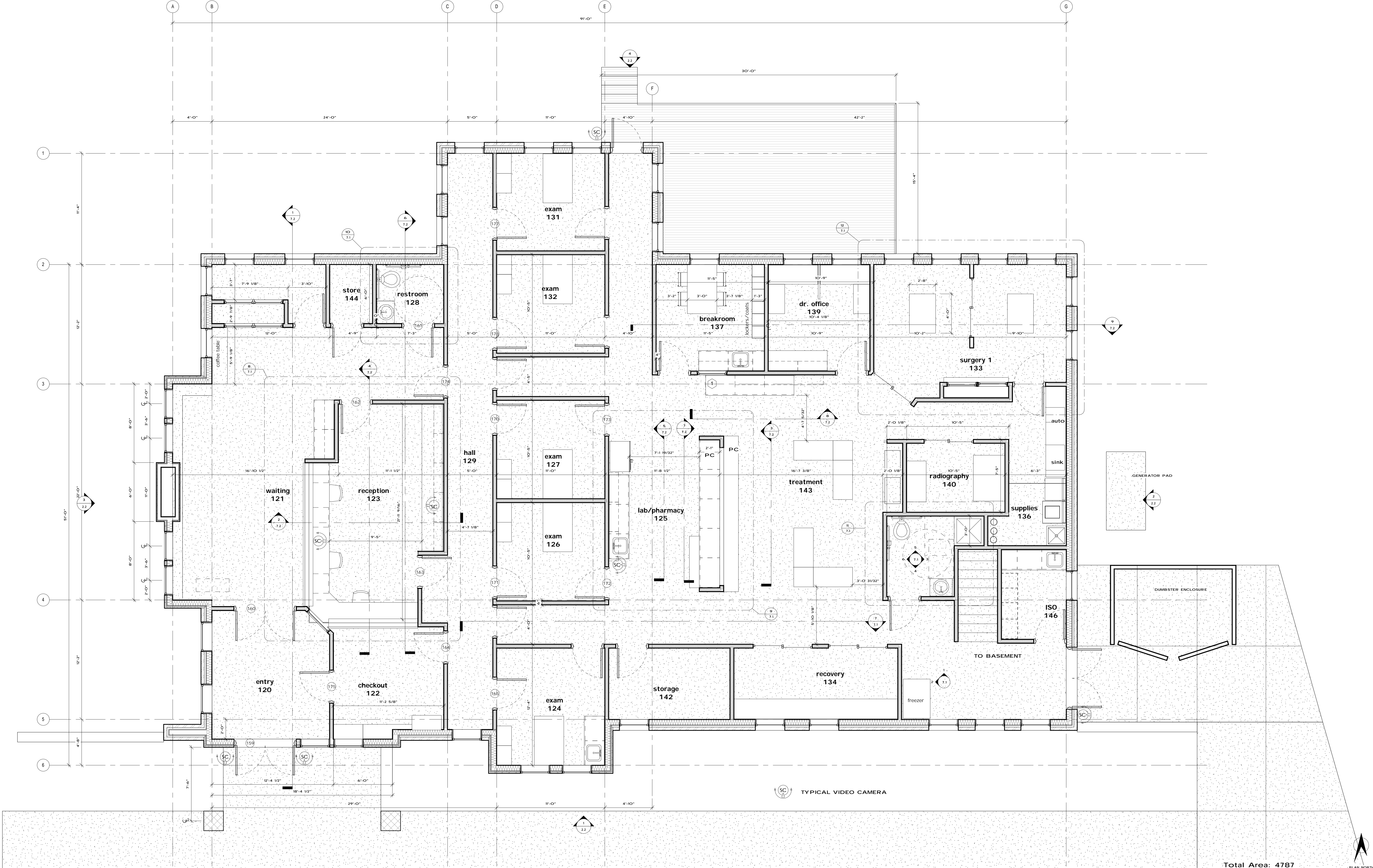
AQUINGA, LLC.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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PROJ. MGR: _____ MDE
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DATE: _____ 8-22-2013
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DATE: _____ 9-16-2013

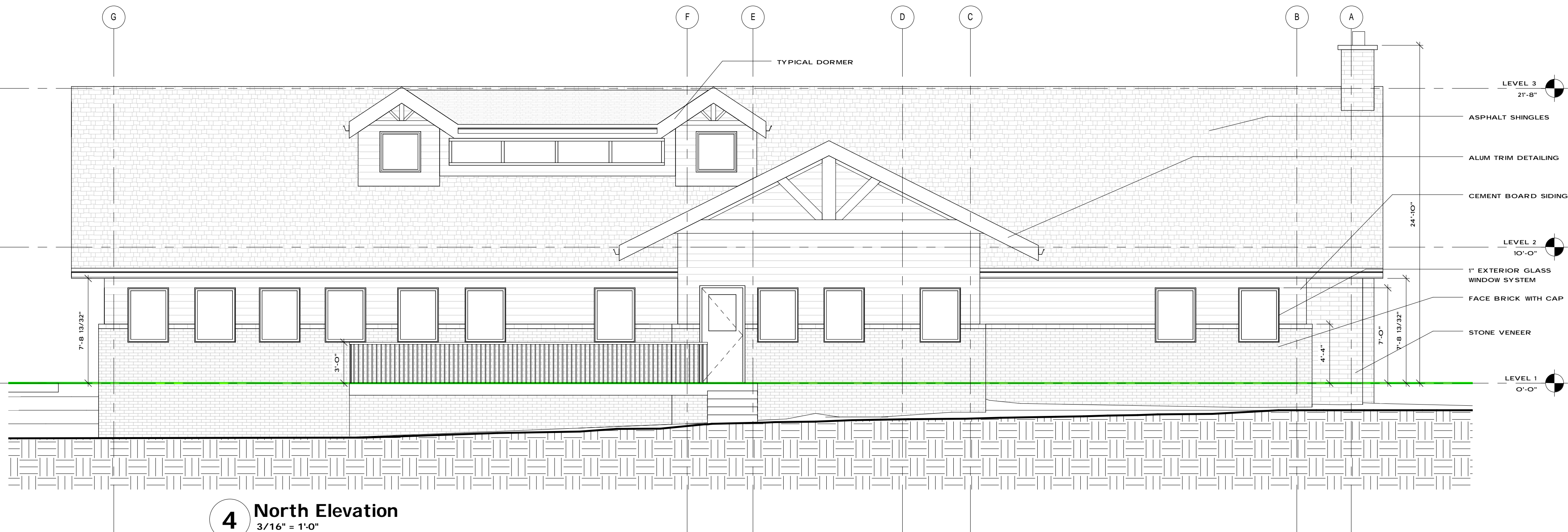
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Total Area: 4787

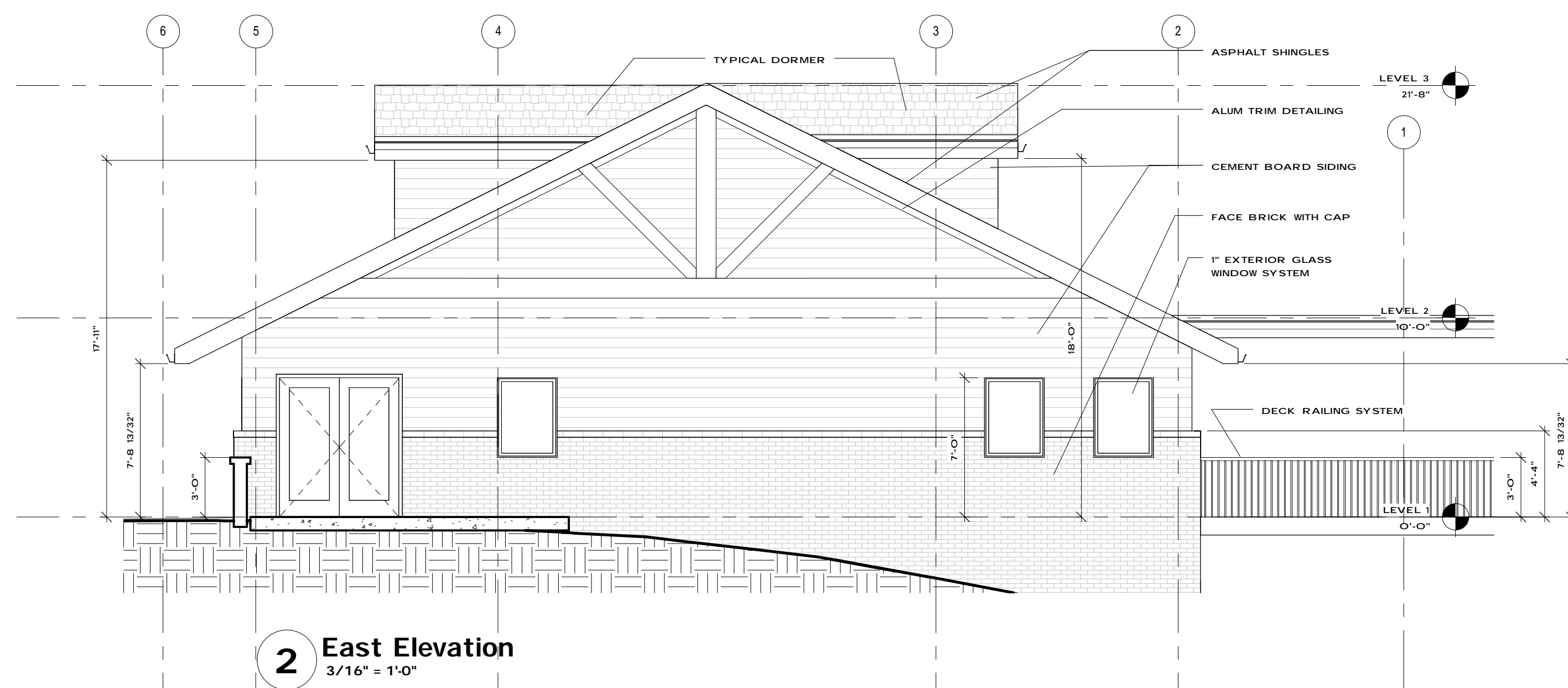
Floor Plan
kuenyarch.com ©2013 Kueny Architects L.L.C. - All Rights Reserved
New Building - 10372 77th Street, Pleasant Prairie, WI 53158
September 15, 2013



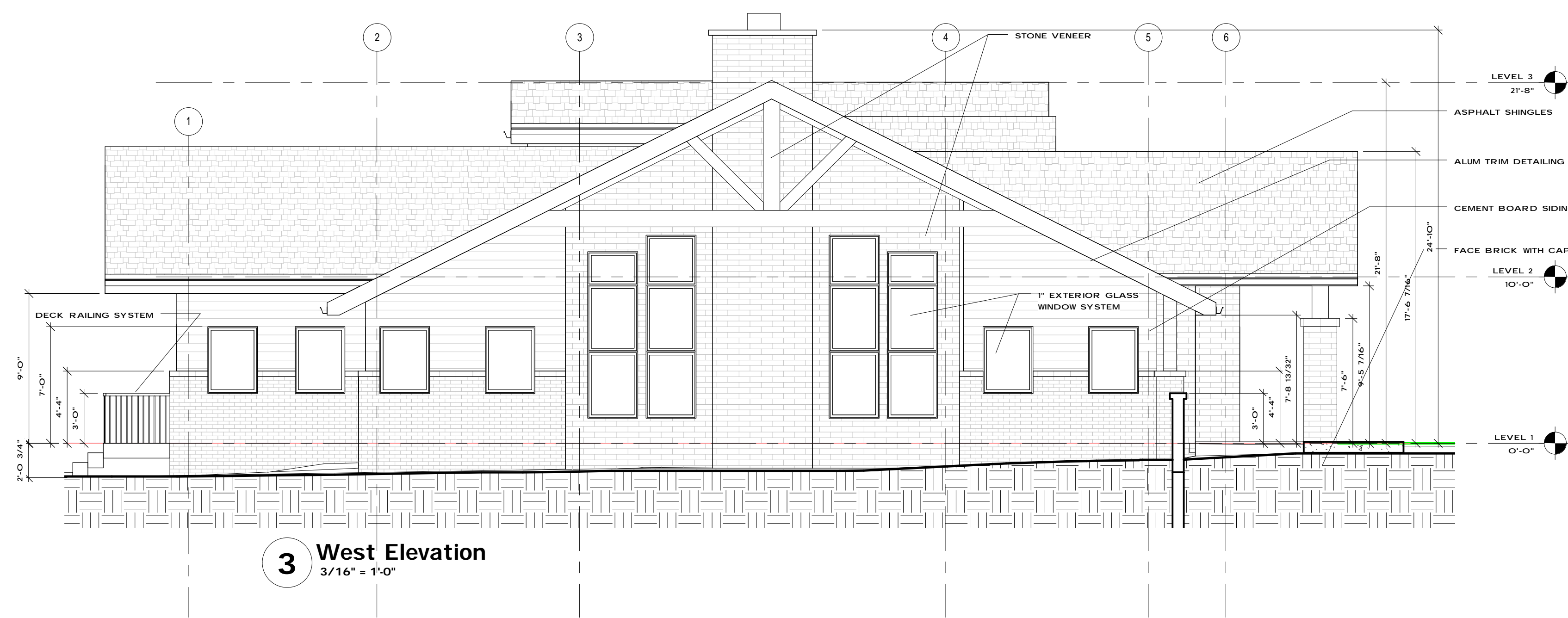
4 North Elevation
3/16" = 1'-0"



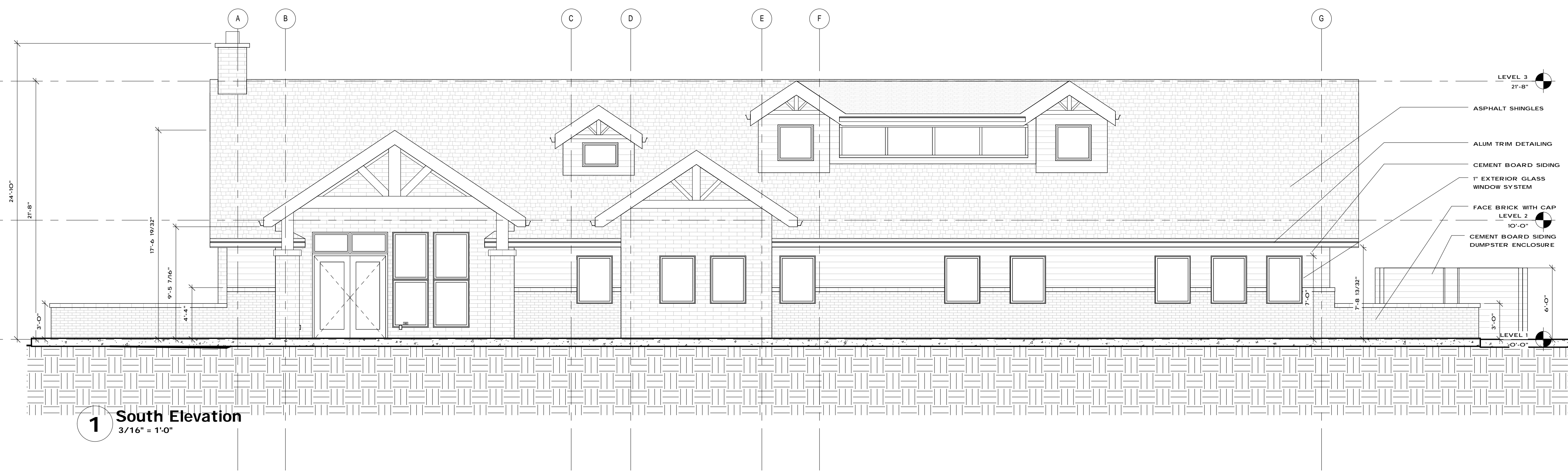
5 South View
1/8" = 1'-0"



2 East Elevation
3/16" = 1'-0"



3 West Elevation
3/16" = 1'-0"



1 South Elevation
3/16" = 1'-0"

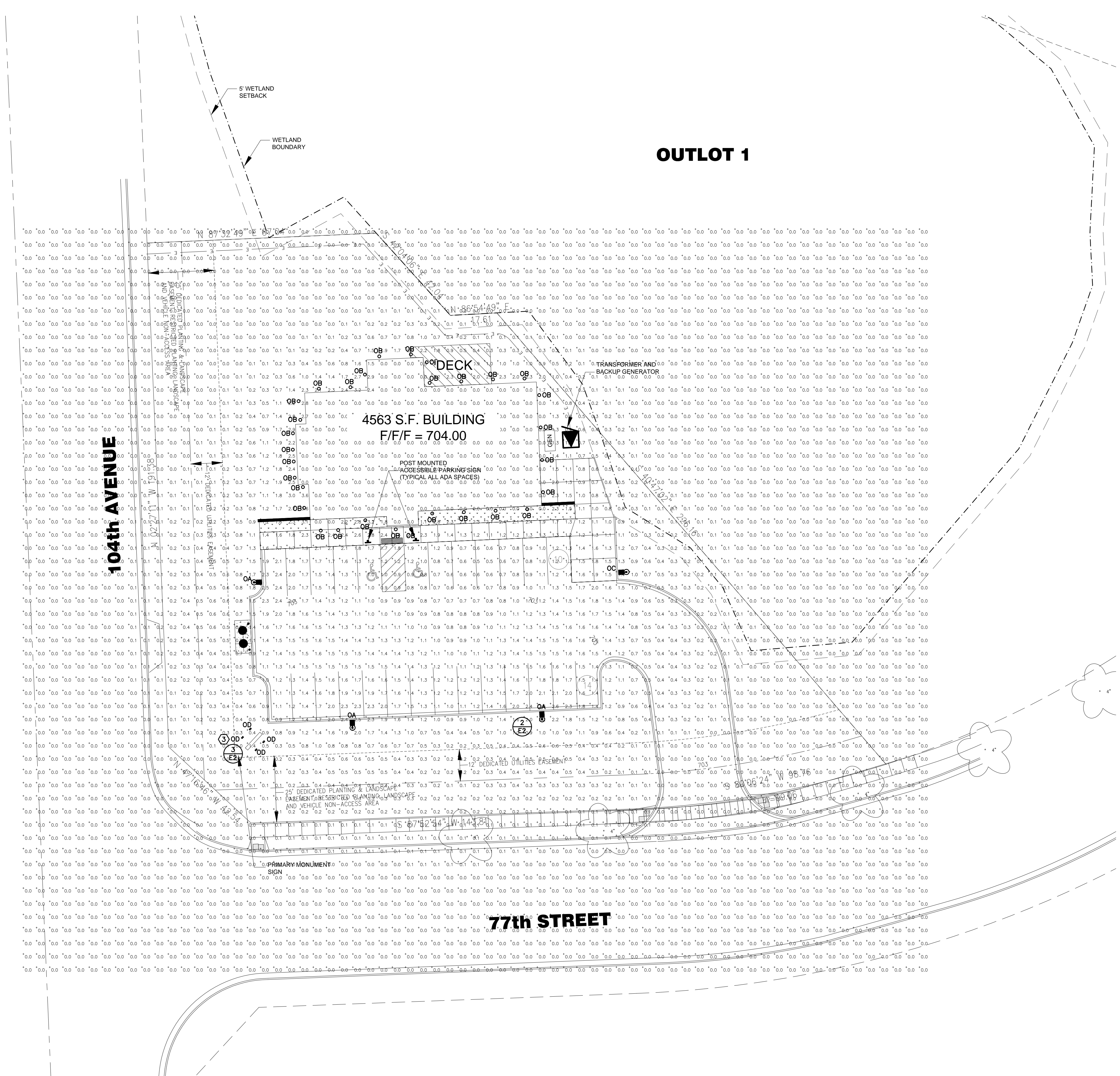


6 Southeast View
1/16" = 1'-0"

Exterior Elevations

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New Building - 10372 77th Street, Pleasant Prairie, WI 53158
September 15, 2013

As Indicated



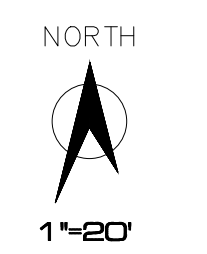
OUTLOT 1

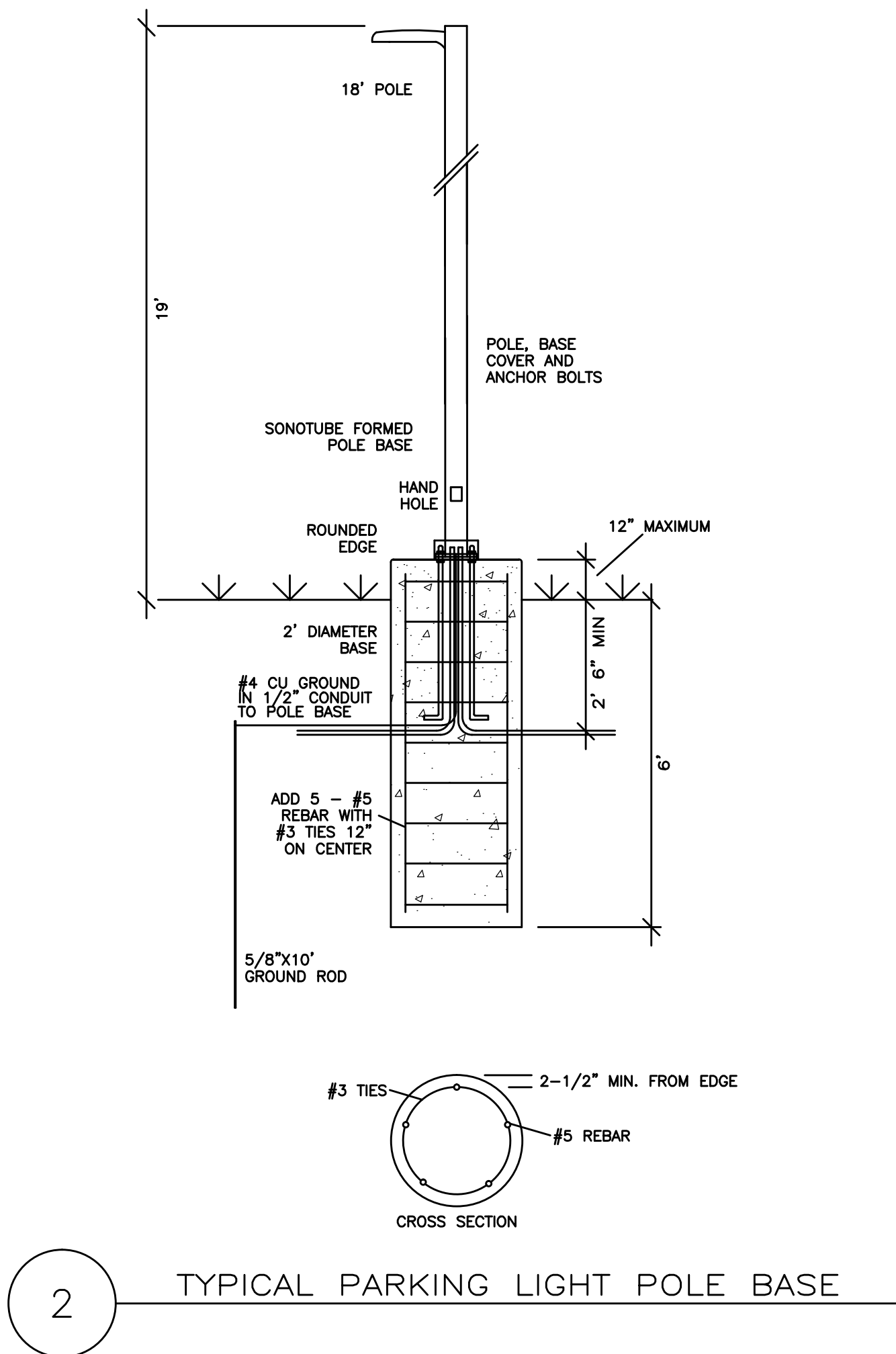
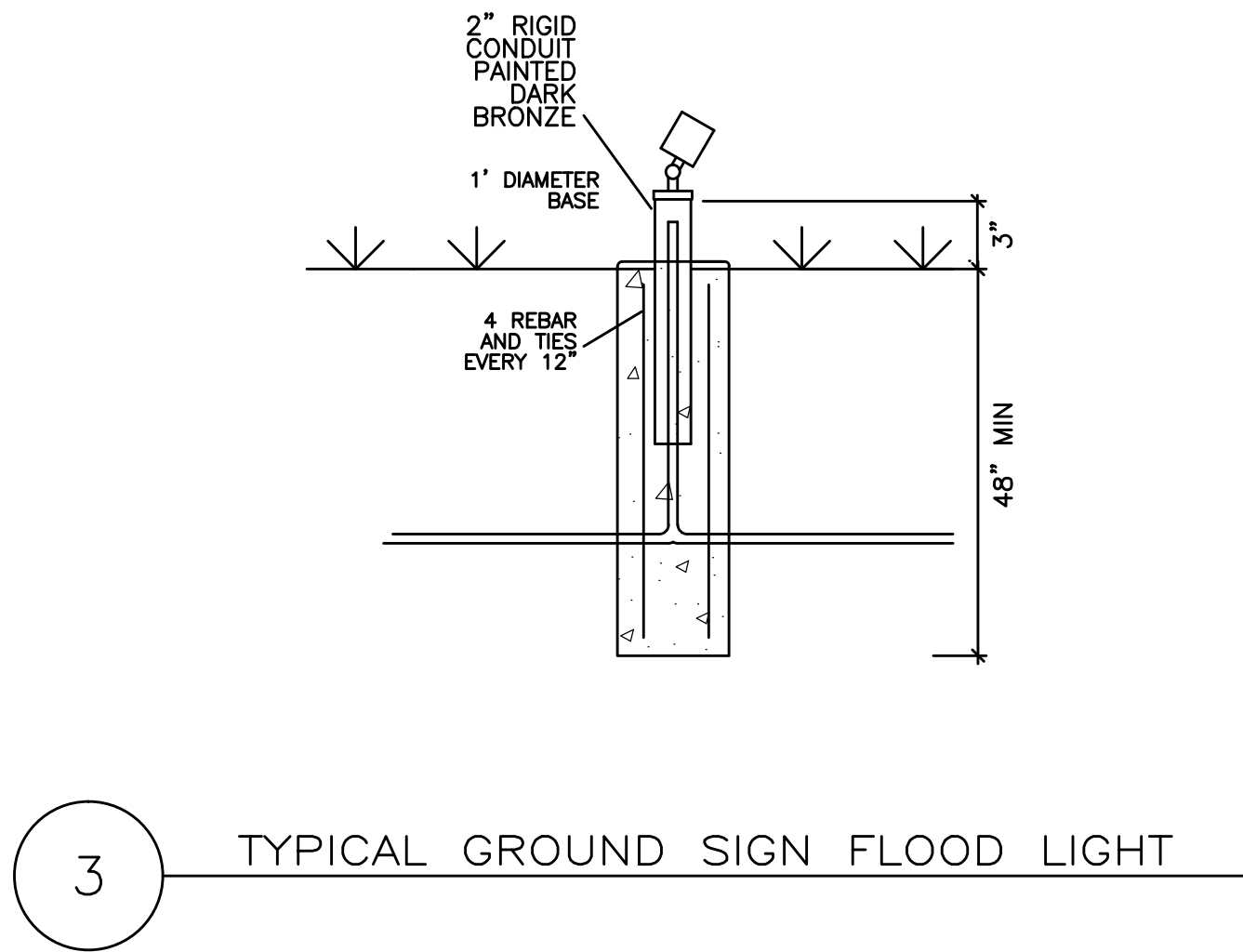
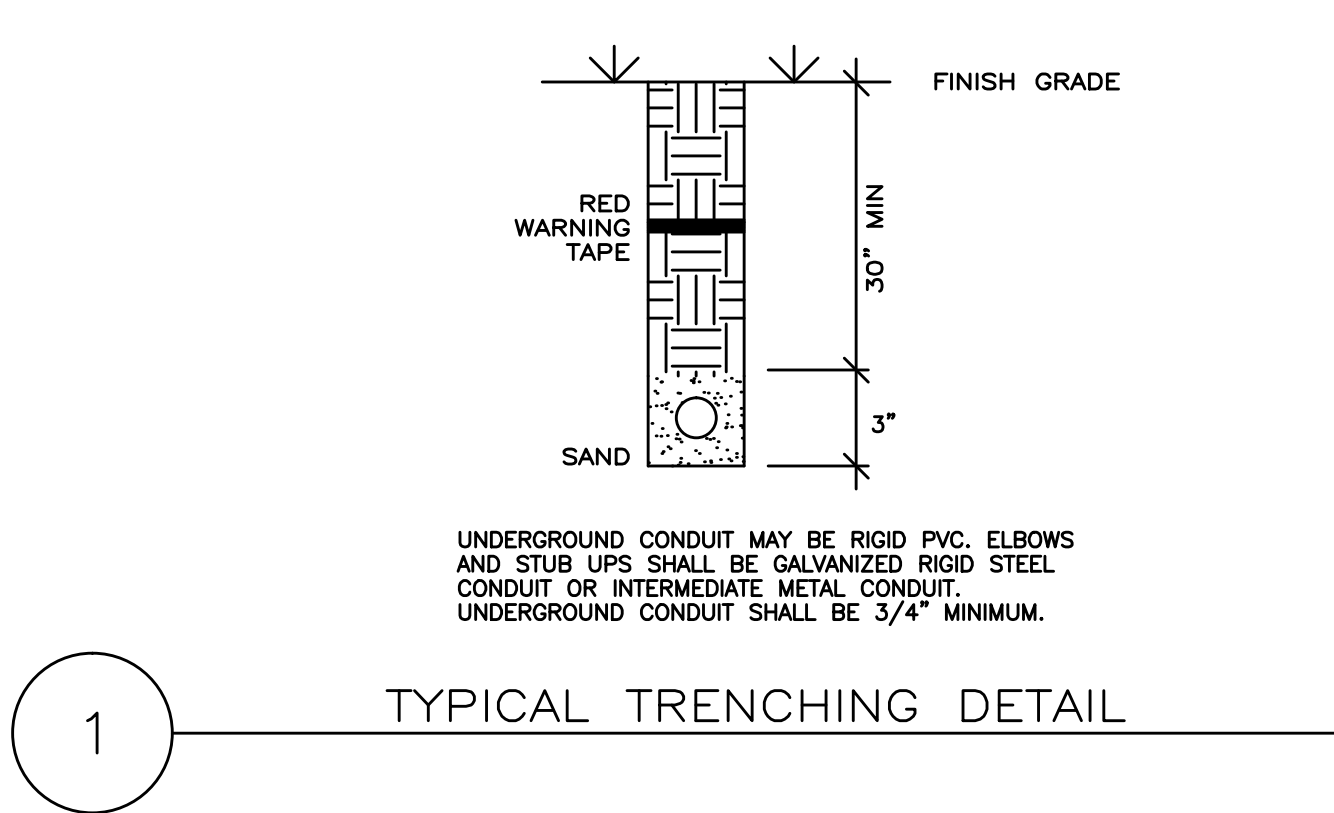
SHEET NOTES

- ① GENERAL NOTE: FOOT CANDLES SHOWN WITH .90 (TYPE OA, OC) AND .70 (TYPE OB) LIGHT LUMEN DEPRECIATION AND BALLAST FACTOR. LIGHT LEVELS WILL DROP AS THE LED'S AND LED DRIVER AGE AND THE LIGHT FIXTURE LENS BECOMES DIRTY.
- ② GENERAL NOTE: ALL EXTERIOR LIGHTING SHALL BE CONTROLLED BY AN ASTRONOMICAL TIME CLOCK OR LIGHTING CONTROL PANEL WITH ASTRONOMICAL TIME CLOCK FUNCTION.
- ③ SIGN LIGHTS SHALL BE CONTROLLED SEPARATELY FROM BUILDING LIGHTS.

PARKING LOT/SIDEWALK PHOTOMETRIC DATA

AVERAGE: 1.5 FC
MAXIMUM: 3.1 FC
MINIMUM: .7 FC
MAXIMUM/MINIMUM: 4.4:1
AVERAGE/MINIMUM: 3.8:1





COMcheck Software Version 3.9.1
Exterior Lighting Compliance Certificate

2009 IECC

Section 1: Project Information

Project Type: New Construction
 Project Title: Regner
 Exterior Lighting Zone: 2 (Neighborhood business district)
 Construction Site: 10372 77th STREET, Pleasant Prairie, WI 53158
 Owner/Agent: AURIGA, LLC
 Designer/Contractor: David Hanson, Hanson and Associates, Inc., 6402 - 32 Avenue, Kenosha, WI 53142, 262-654-2010

Section 2: Exterior Lighting Area/Surface Power Calculation

A Exterior Area/Surface	B Quantity	C Allowed Watts / Unit	D Tradable Wattage	E Allowed Watts (B x C)	F Proposed Watts
Main entry (8 ft of door width)	6 ft of door width	20	Yes	120	50
Other door (not main entry) (8 ft of door width)	8 ft of door width	20	Yes	160	50
SOUTH SIDEWALK (Walkway < 10 feet wide)	120 ft of walkway length	0.7	Yes	84	175
EAST WALK (Walkway >= 10 feet wide)	899 ft	0.14	Yes	126	97
Parking area	8632 ft	0.06	Yes	518	216
PATIO (Walkway >= 10 feet wide)	410 ft	0.14	Yes	57	125
Illuminated length of facade wall or surface	148 ft	2.5	No	370	350
Total Tradable Watts*				1085	713
Total Allowed Watts**				1455	
Total Allowed Supplemental Watts**				600	

* Wattage tradeoffs are only allowed between tradable areas/surfaces.
 ** A supplemental allowance equal to 600 watts may be applied toward compliance of both non-tradable and tradable areas/surfaces.

Section 3: Exterior Lighting Fixture Schedule

A Fixture ID - Description / Lamp / Wattage Per Lamp / Ballast	B Lamps / Fixture	C # of Fixtures	D Fixture Watt	E (C X D)
Main entry (8 ft of door width): Tradable Wattage				
Incandescent 2: LED / Other	1	2	25	50
Other door (not main entry) (8 ft of door width): Tradable Wattage				
Incandescent 3: LED / Other	1	2	25	50
SOUTH SIDEWALK (Walkway < 10 feet wide 120 ft of walkway length): Tradable Wattage				
Incandescent 5: LED / Other	1	7	25	175
EAST WALK (Walkway >= 10 feet wide 899 ft): Tradable Wattage				
Incandescent 6: LED / Other	1	1	72	72
Parking area (8632 ft): Tradable Wattage				
Incandescent 1: LED / Other	1	3	72	216
PATIO (Walkway >= 10 feet wide 410 ft): Tradable Wattage				
Incandescent 7: LED / Other	1	5	25	125
Illuminated length of facade wall or surface (148 ft): Non-tradable Wattage				

Project Title: Regner
 Data filename: C:\Users\Dave\Documents\COMcheck\KJENY REGNER\REGNER.ock
 Report date: Page 1 of 2

Incandescent 8: Other

1 14 25 350

Total Tradable Proposed Watts = 713

Section 4: Requirements Checklist

Lighting Wattage:

1. Within each non-tradable area/surface, total proposed watts must be less than or equal to total allowed watts. Across all tradable areas/surfaces, total proposed watts must be less than or equal to total allowed watts.
 Compliance: Passes

Controls, Switching, and Wiring:

2. All exemption claims are associated with fixtures that have a control device independent of the control of the nonexempt lighting.
 3. Lighting not designated for dusk-to-dawn operation is controlled by either a photosensor (with time switch), or an astronomical time switch.
 4. Lighting designated for dusk-to-dawn operation is controlled by an astronomical time switch or photosensor.
 5. All time switches are capable of retaining programming and the time setting during loss of power for a period of at least 10 hours.

Exterior Lighting Efficacy:

6. All exterior building grounds luminaires that operate at greater than 100W have minimum efficacy of 60 lumen/watt.
 Exceptions:
☐ Lighting that has been claimed as exempt and is identified as such in Section 3 table above.
☐ Lighting that is specifically designated as required by a health or life safety statute, ordinance, or regulation.
☐ Emergency lighting that is automatically off during normal building operation.
☐ Lighting that is controlled by motion sensor.

Exterior Lighting PASSES: Design 50% better than code.

Section 5: Compliance Statement

Compliance Statement: The proposed exterior lighting design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed lighting system has been designed to meet the 2009 IECC requirements in COMcheck Version 3.9.1 and to comply with the mandatory requirements in the Requirements Checklist.

DAVID L. HANSON, ELECTRICAL ENGINEER
 Name - Title: David L. Hanson
 Signature: [Signature]
 Date: 9/15/13

Project Title: Regner
 Data filename: C:\Users\Dave\Documents\COMcheck\KJENY REGNER\REGNER.ock
 Report date: Page 2 of 2

EXTERIOR LIGHTING COMPLIANCE

EXTERIOR LIGHTING COMPLIANCE

LIGHT FIXTURE SCHEDULE											
TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMP NO.	LAMP	BALLAST	AMPS	WATTS	MOUNT	NOTES
OA	LED AREA LIGHT	LITHONIA	DSX0-LED-20C-1000-40K-T4M-MVOLT	120	1	LED	1000MA LED DRIVER	.60	72	18" POLE/24" DIA BASE	1, 2
OB	LED DOWNLIGHT	LITHONIA	DOM6-LED-600L-40K-120-DL684	120	1	LED	LED DRIVER	.13	15.6	RECESSED	
OC	LED AREA LIGHT WITH HOUSE SHIELD	LITHONIA	DSX0-LED-20C-1000-40K-T4MHS-MVOLT	120	1	LED	1000MA LED DRIVER	.60	72	18" POLE/24" DIA BASE	1, 2
OD	SMALL LED FLOOD	E-CONOLIGHT	E-GL3LO1N2K	120	1	LED	LED DRIVER	.06	7	12" DIA. BASE	3
SCHEDULE NOTES 1. DARK BRONZE. 2. SSS=18-40, DARK BRONZE, 18" TALL, .12" THICK, 4" SQUARE STEEL POLE. EPA OF LIGHT FIXTURE IS .8 SQFT. POLE EPA RATING AT 100 MPH IS 6.7. 3. BLACK.											

TYPE OA, OC

TYPE OA, OC

TYPE OA, OC

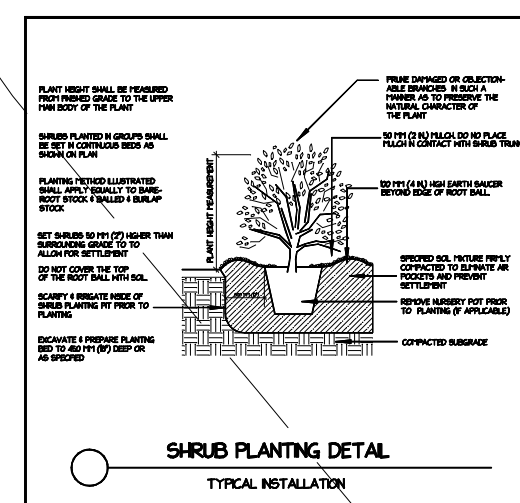
TYPE OA, OC POLE

TYPE OA, OC POLE

TYPE OB

TYPE OB

TYPE OD SIGN FLOOD



1. Topsoil return to depth of 4" minimum is by excavating contractor. Berms (if applicable) are by others. Returned topsoil to have no rock larger than 1", construction debris and/or roots in the soil. Contact general contractor if soil is not acceptable for proper plant growth.
2. Always contact Diggers Hotline (800-242-8511) before proceeding with any work.
3. Plant material to be of the highest quality available and should not include # 2 grade trees, evergreens or shrubs.
4. Labeled plants have precedence over the plant label. Verify quantity with a hand takeoff of the plan. Any substitutions of plant type, quantity or size must be approved by Landscape Architect.
5. Planting beds shall receive a 3" layer of high quality non-deyed shredded hardwood mulch. 3" diameter tree rings shall be installed around all trees and evergreens in the turf areas. Perennial and annual beds shall receive between a 1-2" layer of shredded bark mulch.
6. Spade cut plant beds and tree rings with a 4" deep shovel cut.
7. Perennial and annual beds to have a 2" layer of compost mulch incorporated 6" deep into the planting bed before installation of plants.
8. Seeded lawn areas to have Bluegrass blend of seed for sunny areas, shade areas to have a Bluegrass and Fescue blend of seed. Apply a 10-10-10 starter fertilizer after turf has germinated. Follow manufacturers direction on application rates.
9. Sodded turf to be installed in staggered fashion with tight joints. Sod to be rolled and watered to a depth of 3-4" immediately upon laying of the turf. Stake sod on slopes of less than 3:1 grade.
10. Erosion blanket shall be installed on seeded slopes with a grade of 3:1 or less. Single net, double net or Turf Reinforcement Mats shall be used as per the required use. Follow manufacturers stapling guidelines to ensure proper stabilization. Install erosion blanket for dormant seed applications (after November 1st) or mid-summer installations.
11. Landscape contractor is responsible to maintain the site for a period of 45 days after substantial completion of project. This will include watering, moving of turf areas as needed, weeding plant beds, maintaining a clean site and other activities to ensure proper growth and the landscape.
12. If an irrigation system is not installed a temporary irrigation system shall be set up for a period of 30 days to water lawn areas. Install drip irrigation for plant beds. Install timers that will enable the new turf areas to receive enough water to properly germinate seed. Owner to provide access to water from outside of building to facilitate proper watering.
13. If a permanent irrigation system is required in turf areas install system with head to head coverage. Ensure that all turf is covered and that no voids are left which will create brown or dead grass in dry weather. Install wireless rain gauge and timer. Installation of sleeves for irrigation pipe is by irrigation or landscape contractor. Water meter, backflow preventer and electrical (by others) for timer are to be installed by a licensed plumber and electrician.
14. Warranty of plants, trees, evergreens, shrubs shall be for a period of one (1) year from date of substantial completion. Perennials, ornamental grasses, annuals shall be guaranteed for one (1) growing season. One replacement will be required of each dead plant at the end of the warranty period.

[illegible]

Qty	Common Name	Size/Condition
Trees		
2	AMERICAN BASSWOOD	2.5' Cal
2	AUTUMN BLAZE FREEMAN MAPLE	2.5' Cal
1	CANADA SERVICEBERRY	6' BB
1	COMMON HACKBERRY	2.5' Cal
1	IVORY SILK JAPANESE TREE LILAC	6' BB
3	REDBUD	6' BB
5	RIVER BIRCH	8-10' BB
Conifers		
5	NORWAY SPRUCE	6' BB
Shrubs		
8	BLUSHING KNOCK OUT ROSE	2 Gal
3	BRIGHTISSIMA RED CHOKEBERRY	24-36" BB
5	BUSH HONEYSUCKLE	3 Gal
4	DENSIFORMIS YEW	18-24" BB
6	GREEN MOUNTAIN BOXWOOD	15-18" BB
17	GRO-LOW FRAGRANT SUMAC	2 Gal
10	LIMELIGHT HYBRID HYDRANGEA	3 Gal
3	MOHCAN WATFARING TREE VIBURNUM	3-4' BB
5	PALMBIN DWARF LILAC	3 Gal
7	PEKING COTONEASTER	24-36" BB
6	PRITZERIANA COMPACTA JUNIPER	5 Gal
7	SEA GREEN JUNIPER	5 Gal
4	SWEETSPIRE	3 Gal
Ornamental Grasses		
12	KARL FOERSTER FEATHER REED GRASS	1 Gal
Perennials and Annuals		
35	MAGNUS CONEFLOWER	1 Gal
30	RUBY THROAT DAYLILY	1 Gal
20	WAI KERS LOW CATMINT	1 Gal

LANDSCAPE PLAN

REGNER VETERINARY
CLINIC

10372 77TH STREET

PLEASANT PRAIRIE, WI

SCALE	$1'' = 16'-0''$
DRAWN BY	THN
CHECKED BY	
DATE	9-16-83
DATE OF PRINT	

PROJECT NO.

SHEET NO.

L - 1

DRAFT

10/9/13

AGREEMENT REGARDING THE **DIGITAL SECURITY IMAGING SYSTEM ("DSIS")** BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND AURIGA LLC

THIS AGREEMENT regarding the Digital Security Imaging System (DSIS) (hereinafter referred to as the "Agreement"), is entered into this ____ day of _____, 2013, by and between the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (referred to as **the "Village"**) and AURIGA LLC, a Wisconsin Limited Liability Corporation d/b/a Regner Veterinary Clinic with a principal place of business of _____, Pleasant Prairie, WI 53158 and the location of the DSIS will be located at the Regner Veterinary Clinic to be located at 10372 77th Street in Pleasant Prairie, WI. In this Agreement, the Property Owner of Regner Veterinary Clinic (Vet Clinic) is also referred to as **the "Owner"**.

WITNESSETH:

WHEREAS, the real estate for Regner Vet Clinic is addressed as 10372 77th Street in the Village of Pleasant Prairie and is legally described in Exhibit A and is identified as Village Tax Parcel Number 91-4-122-082-0214 and is collectively known as **the "Owner's Property" in this Agreement; and**

WHEREAS, the Owner has requested a Conditional Use Permit to operate a small animal veterinary clinic that will provide medical exams, emergency services, dentistry, radiology, surgical and emergency services in an 4,787 square foot building on a 0.953-acre lot to be known as the Regner Veterinary Clinic; and

WHEREAS, **The Owner's Property** is presently zoned B-2, Community Business District, which zoning classification allows for a veterinary clinic with Village Plan Commission Conditional Use Permit #13-__ approved on October __, 2013 (Exhibit B) and Village Zoning PUD Ordinance #13-__ (Exhibit C) approved by the Village Board of Trustees on October __, 2013; and

WHEREAS, the Village Plan Commission also conditionally approved the Final Site and Operational Plans for the Regner Vet Clinic on October 14, 2013 subject to a number of conditions, one of which was the execution of this Agreement and the installation and operation of a Digital Security Imaging System (DSIS) for the Property; and

WHEREAS, the Village has asserted and the Owner agrees that the Regner Vet Clinic to be located at the northwest corner of 104th Avenue and 77th Street will require additional security provisions pursuant to Village regulations in order to maintain a safer experience for the employees, patients and their pets and the **Owner's property; and**

WHEREAS, the Owner further agrees to be in compliance with Village Municipal **Code Chapter 410 entitled, "Security Ordinance" through the implementation and use of a** DSIS which is described in Exhibit D attached hereto, that monitors the exterior public access areas and driveways of the **Owner's** Property located in the Village; and

WHEREAS, the DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine retail sales and service development sites such as the Regner Vet Clinic site in the Village and will provide emergency response personnel with a live visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers; and

WHEREAS, the implementation and usage of the DSIS will greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions because of the advanced visual assessment of the Property as it may pertain to a person or persons (personal identification), a location (scene identification) and/or a situation (action identification) in emergency situations; and

WHEREAS, Section 410-7 of the referenced Security Ordinance Chapter of the General Code of the Village provides the authority to the Community Development Department to have the discretion, on a case by case basis, to determine the adequacy, ownership and easement requirements of the DSIS. Further, the Community Development Department has the right to waive certain requirements of Chapter 410 pertaining to the details of the security system, and the Department has agreed to do so, based upon this Agreement being executed between the parties; and

WHEREAS, the Owner and the Village Community Development Department have reached an agreement under Section 410-7 that the Owner shall install, inspect and maintain the DSIS **per the Village's Security Ordinance requirements, except as modified by** this Agreement. Further, the Owner shall grant an Access Easement to the Village allowing access and maintenance rights to the DSIS system and areas associated with the DSIS insofar as the Village has the right, but not the obligation, to maintain the DSIS **system at the Owner's cost**, if the Owner fails to do so; and

WHEREAS, the Owner recognizes that the Village may incur some inspection or maintenance costs with respect to the inspection or maintenance of the DSIS system on the **Owner's** Property and said costs shall be invoiced to the Owner and the Owner has agreed to reimburse the Village for certain referenced costs related to the DSIS program.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Owner and the Village agree as follows:

1. Video Surveillance and Easement Requirements. As a pre-condition to the Village granting any verbal or written building occupancy permits or approvals required by the Owner for the Regner Vet Clinic to be occupied, the Owner shall install, make operable and usable to the satisfaction of the Village, the on-site DSIS for security surveillance purposes. The DSIS shall be the system described in Exhibit D which was created pursuant to the proposal prepared by _____, with offices located at _____ (____) _____, for the Owner, with the plans and video surveillance hardware specifications dated _____, 2013, which is incorporated herein by reference. The Owner will hire a qualified contractor who shall install the DSIS. During the installation of the DSIS as provided herein, the Village shall have the right to inspect the DSIS at the Owner's **expense**. After the installation, Village inspection and system testing is complete, and if it meets with the approval of the Village, the Village shall notify the Owner **of the Village's acceptance of the** DSIS. The Owner agrees to sign and deliver to the Village copies of any and all documents (e.g. DSIS installation and warranty information, copies of paid invoices for the work performed, copies of contractor lien waivers and an as-built drawing of the DSIS) that are reasonably requested by the Village to confirm such installation and operation of the DSIS to the Village. The DSIS shall be installed with at least a one (1) year warranty from the

manufacturer and installer. The Owner shall be solely responsible for the costs for the purchase and installation and the subsequent ongoing maintenance of the DSIS.

In the event that the Owner alters the building, adds on to the building or otherwise changes or increases the development on their Property, such Owner shall be responsible **for installing, at the Owner's sole expense, such additional cameras and other exterior DSIS** as the Village determines are necessary and appropriate to carry out the purposes of this Agreement. The initial DSIS system installed in accordance with Exhibit D and any future additions to such system as exterior building alterations or changes within the development or new or additional development takes place on the **Owners' Property**, shall all be referred to as the **"DSIS"** for purposes of this Agreement.

a. Digital Security Imaging, Storage Devices, Related Equipment and Easements Required.

(i) The DSIS shall provide for surveillance of the exterior building perimeters including front, rear and side entrance areas, walkways, other common areas and parking lots driveway entrances within the development. The DSIS as described in Exhibit D shall adequately cover the **Owner's** Property as the Village deems reasonably necessary. If any changes or expansions are made to any portion of the **Owner's** Property, the determination as to the number and type of cameras which are reasonably necessary **for the Village's** surveillance needs shall rest within the reasonable discretion of the Village. All parties acknowledge it is the intent of the parties that the DSIS camera equipment will be located on the building and exterior light standards of the **Owner's** Property and attached via non-penetrating mounts, or upon parking lot light poles and light standards, as shown on Exhibit D. Any DSIS equipment added after any change to the Regner Vet Clinic site shall be in the sole discretion of the Village. Regner Vet Clinic will utilize its best efforts to ensure that the DSIS is as aesthetically tasteful and architecturally harmonious as reasonably possible. Without limiting the discretion of the Village under this Paragraph, the parties agree that any cameras and systems which are consistent with those contained in Exhibit D are aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

(ii) The DSIS will function as set forth in Exhibit D and as deemed necessary by the Village, which shall function continuously, whether the business is open or closed and shall provide visible surveillance to the above described areas during hours of daylight and darkness. As such, sufficient light, as determined by the Village, shall be provided during the evening or night-time hours to guarantee the function, operation and clear viewing by the camera system.

(iii) The Owner agrees to provide the DSIS in a secured location within the Regner Vet Clinic building on the **Owner's** Property that will be accessible for inspection and easily electronically accessed via a VPN internet connection by the Village with the assistance of the Owner. The Owner shall provide physical access as provided herein to the DSIS upon reasonable verbal or written advance notice to Owner. Notice given twenty-four (24) or more hours in advance shall conclusively be deemed reasonable and notice given less than twenty-four (24) hours in advance may also be reasonable depending upon the circumstances.

(iv) The Owner agrees to be responsible for all financial costs associated with the monthly billings for the utilities, electricity and high speed internet business connection for the DSIS equipment by making payments directly to the utility and communication companies. The Owner shall also be responsible for the heat, electricity and routine maintenance of the secured security area which houses the DSIS equipment.

(v) All digital video recorded by such system shall be archived in the secured area for a period of not less than two (2) weeks and shall be readily available to the Village for public safety purposes directly through Internet Protocol (IP) transmission via **the Village's area-wide data network and shall also provide a "real time", "live look" surveillance capability via that same network.** The Village Police Department shall have **log-in capabilities to the DSIS "live-look" system on the Property** independent of the Owner's personnel. Proper software security keys and logins will be provided to the Village Police and IT Departments to **provide immediate access to both "real time" access as well as historical video as required.**

(vi) The Owner shall grant a permanent Access Easement to the Village allowing access and maintenance rights, if the Owner fails to maintain the DSIS, to all such systems, equipment, devices and areas associated with the DSIS. The Village shall have the right, but not the obligation, to maintain the DSIS system at the financial cost of the Owner. All expenses incurred by the Village for the maintenance of the DSIS shall be paid to the Village by the Owner within ten (10) business days following written demand by the Village. At the time of the execution of this Agreement by the Owner, the Owner shall also execute the recordable Access Easement document attached hereto as Exhibit E and incorporated herein by reference.

b. Costs for the Video Surveillance System.

(i) The Owner shall have exclusive ownership and sole responsibility for the installation, operation, monitoring and maintenance of the DSIS. The Owner further covenants to operate and maintain the DSIS in good condition and repair. The Owner shall be responsible for the: (a) costs of installation, (b) internet connection for the DSIS with a static IP address assigned to the DSIS connection and (c) inspection, equipment maintenance, repairs, insurance, and replacement and upgrading of the DSIS as necessary with such upgrading as needed being only for a reasonably comparable replacement of any equipment then being used in the DSIS.

(ii) As referenced above, the Owner has agreed to provide utilities to serve both the DSIS equipment and the secured area housing the DSIS. The Owner, at its sole cost and expense, shall also provide a conduit running to the security cameras as described in Exhibit E for low voltage as well as a separate conduit running to the cameras for high voltage. The Owner shall provide a business broadband internet connection to serve the DSIS. This broadband internet connection shall represent a clear, non-pixelated video image transmission to the Village Police Department and shall be reasonably acceptable to the Village IT Department.

c. Termination. The Owner may not terminate the DSIS at any time without prior written approval and notice from the Village. The Owner shall notify the Village Police Department Dispatch Center via the telephone and by U.S. mail to the persons as noted below whenever the DSIS is inoperable or the DSIS is unusable due to maintenance or testing. Further, if the DSIS is deemed by the Village as being inoperable or unusable for a time period in excess of 30 days without notification to the Village, the Owner shall be deemed to be in violation of Section 410 of the Village Code.

2. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The parties agree that any dispute under this Agreement shall be venued only in the Circuit Court for Kenosha County.

b. Attorneys Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Agreement and the complaining party places the enforcement of all or any

part of this Agreement in the hands of an attorney, of if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails **in any such dispute shall be reimbursed for its actual attorneys' fees and costs incurred** thereby, whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall, in addition to all other amounts owed under this Agreement or applicable law, accrue interest from the due date until paid at eighteen percent (18%) per annum.

c. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

d. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any party or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other party or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

e. Binding Agreement. This Agreement shall be binding on the parties and their successors and assigns and shall continue as a covenant and servitude running in **perpetuity with the Owner's Property**. This Agreement may be recorded with the Kenosha County Register of Deed's Office against the Owner's Property.

f. Notices. Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (1) personally by United States registered or certified mail, postage prepaid, or (2) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice). Any such notice shall be addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to the Owner: David Hodge, Manager
Auriga LLC

Pleasant Prairie, WI 53158
Telephone: _____
Fax: _____
E-mail: dhodge@regnervet.com

If to the Village: Village of Pleasant Prairie
Village Administration
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Michael R. Pollocoff, Village Administrator

And to the Village: Village of Pleasant Prairie
Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Jean M. Werbie-Harris,
Community Development Director

And to the Village: Village of Pleasant Prairie
Police Department
8600 Green Bay Road
Pleasant Prairie, WI 53158
Attn: David Smetana, Police Chief

g. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the parties hereto.

h. Ordinance. The DSIS program under this Agreement shall be deemed to be sufficient to meet the current requirements set forth in Chapter 410 of the Village Municipal Code.

i. Village's Contractors and Work. Any contractor that may come onto **any Owner's Property on behalf of the Village shall carry a non-deductible** (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Village shall carry **similar amounts and types of insurance when it enters onto any Owner's Property, provided,** such insurance may be provided through the municipal insurance plan of the Village.

j. Liens. Notwithstanding the provisions of this Agreement, the Owner shall pay promptly all persons furnishing labor or materials with respect to any work performed by the Owner **or its contractors on or about any Owner's Property**. If any **mechanic's or other liens shall at any time be filed against any Owner's Property by reason** of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, the Owner shall forthwith cause the same to be discharged of record or bonded.

k. Signing of Documents. Each party shall sign and deliver any documents which this Agreement requires such party to sign, no later than ten (10) days following written request by another party.

IN WITNESS WHEREOF, AURIGA LLC has executed this DSIS Agreement on this _____ day of _____, 2013.

[Signatures on next page]

OWNER: AURIGA LLC

Name: David Hodge
Title: Manager

STATE OF WISCONSIN)
) SS
KENOSHA COUNTY)

This Agreement was acknowledged before me in Pleasant Prairie, Wisconsin, on this _____
day of _____, 2013 by David Hodge, Manager on behalf of Auriga LLC.

Print Name: Jean M. Werbie-Harris
Notary Public, Kenosha County, WI
My Commission Expires: January 5, 2014

VILLAGE OF PLEASANT PRAIRIE

ATTEST: By: _____
John P. Steinbrink
Village President

By: _____
Jane Romanowski
Village Clerk

STATE OF WISCONSIN)
) SS
KENOSHA COUNTY)

This Agreement was acknowledged before me in Pleasant Prairie, Wisconsin, on this
__ day of _____, 2013 in Pleasant Prairie, WI by John P. Steinbrink and
Jane M. Romanowski, Village President and Village Clerk, respectively, of the Village
of Pleasant Prairie.

Print Name: Jean M. Werbie-Harris
Notary Public, Kenosha County, WI
My Commission Expires: January 5, 2014

Drafted by:
Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue, Pleasant Prairie, WI 53158

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B
TO AGREEMENT REGARDING DSIS SECURITY SYSTEM
VILLAGE CONDITIONAL USE PERMIT #13-__

EXHIBIT C

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

VILLAGE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE #13-____
(Attached hereto)

EXHIBIT D

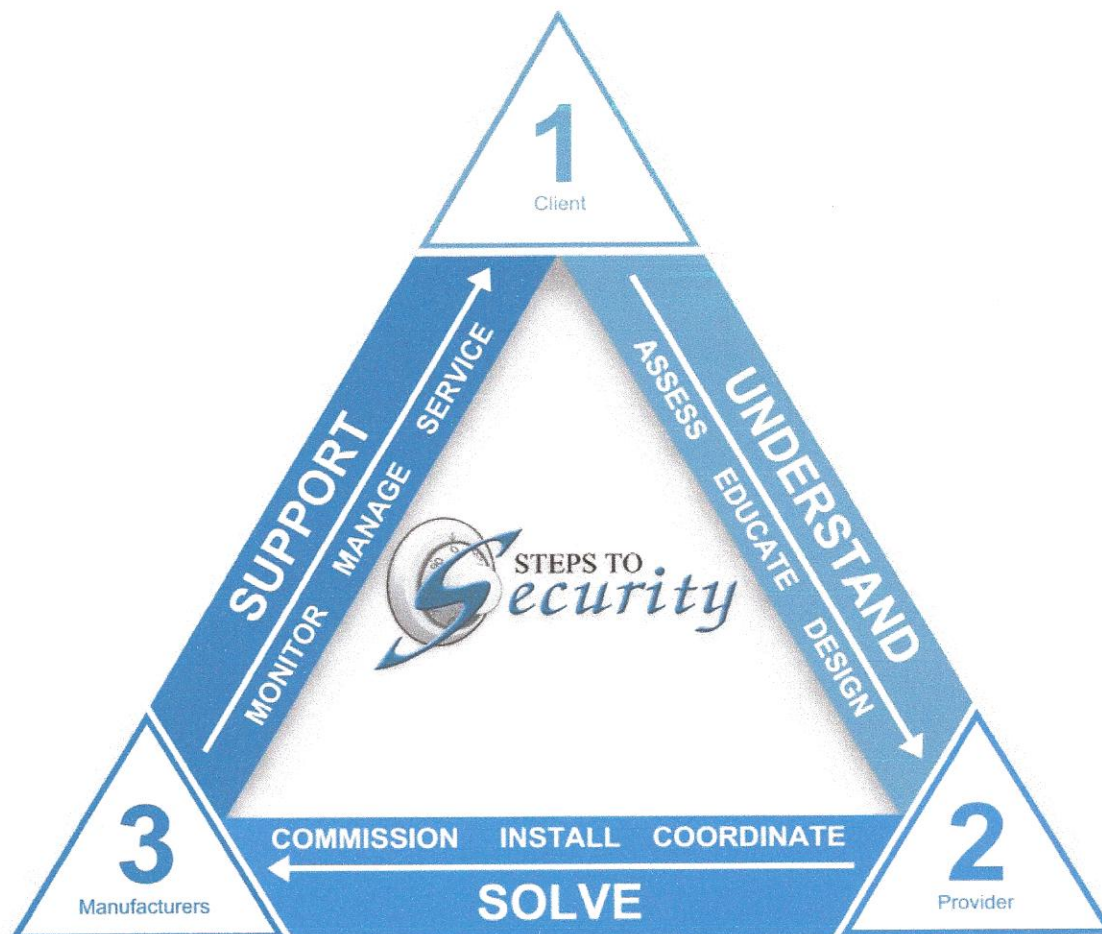
TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

DSIS PLAN, HARDWARE DETAILS AND NARRATIVE
[Attached hereto]

EXHIBIT E

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

ACCESS EASEMENT
[Attached hereto]



Regner Management

Regner Vet CCTV South
8115 West Ridge Drive
Pleasant Prairie, WI 53158



Understand. **Solve.** Support.

Solve

NUMBER 25597
SITE Regner Management
Regner Vet CCTV South
8115 West Ridge Drive
Pleasant Prairie, WI 53158

IP Camera System with Megapixel Cameras: Regner South

EQUIPMENT:

One (1) ExacqVision Series NVR with 2TB (Rack Mount?) MODEL IPS-2000-DT
One (1) Software Package Exacq Start
One (1) 17" Monitor, Rack Mount
One (1) PoE Switch w/power, Rack Mount
One (1) Power Supply (Wall mount)
One (1) Arecont AV8365DN 360 degree 8 Megapixel Camera with Heater
One (1) Corner Mount with bracket
One (1) Axis M3114-VE Dome Camera 1 Megapixel out door
Two (3) Axis M3004-V Dome Cameras 1 Megapixel Indoor
Wire CAT-6 Yellow Plenum Cable

Camera Locations:

Exterior:

One (1) Arecont Dome cameras located in front corner of the building,
One (1) Axis Dome Camera in the rear of building.

Interior:

One (1) Axis Dome Camera in the office
One (1) Axis Dome Camera near the drug safe/locker
One (1) Axis Dome Camera in Lobby

Scope of Work:

Install Five (5) Cameras in your facility, including the control equipment or headend, Cable will be CAT6 (Yellow)
All Dome Cameras will be programmed Motion only mode. Cameras will be installed per approved diagram.
Install NVR and PoE switches

Provided by Others:

- 120VAC in Headend Location
 - Network connection in Headend Location
-

- Static IP connection
- The control or headend of this system must be located in a locked limited access room.
- Standby power for 1 hour

Training:

The pricing includes a on site scheduled training of all authorized employees on the overall operation of the system

Warranty:

The IP Video Surveillance Equipment is covered under a Three (3) Year Manufacture Equipment Warranty and a One (1) Year Dakota Security Labor Warranty from the date of installation completion on all Arecont, Axis and ExacqVision Equipment. Additional 2nd & 3rd Year Dakota Security Labor Warranty is available at a discounted purchase price at the time of the contract signing.

Remote Viewing:

The ExacqVision Hybrid NVR can be connected to the Regner internal network which will allow for authorized Regner employees to access NVR for viewing live or archived video from any computer that is connected to the network. If an authorized employee has access to the Regner network from outside the building, the NVR will also be available to access. The system will require a static IP address to interconnect. The static IP address is NOT included in this proposal.

General Notes:

1. Dakota Security will provide all the required Cat-6 cable and pull the cable from the headend to each new camera.
2. The installation of the CCTV equipment will be performed by Dakota Security non-union technicians during normal business hours.
 - A. All Dakota employees are licensed and have security clearance.
 - B. Dakota Security is licensed by the Village of Pleasant Prairie.
 - C. All Dakota Security Personal are licensed in the State of Illinois, including lock-smiths.
 - D. Wisconsin does not require a licenses.
3. 120 Volt power supplied by customer
4. A complete operations manual booklet and electronic version for all IP Video equipment will be supplied after the installation is completed.
5. In an effort to confirm Dakota Security has meet the customer equipment and installation requirements and insure complete customer satisfaction , the pricing includes a Quality Assurance site visit between the 30th and 45th day of operation of the system. The scheduled Quality Assurance site visit will include the following scope of work:

* Confirm all camera are focused and the camera views are acceptable to the Regner Administration

- * Confirm all cameras are recording in all lighting conditions and times of day
- * Confirm all authorized Regner Administration personal completely understand the operation of the system
- * Confirm the video storage requirement is being maintained

6. Approved camera locations will be required prior to the start of the installation. The drawing provided by Dakota Security. Approved by the Village of Pleasant Prairie.

Pleasant Prairie (Village of)

- A. Dakota Security will present the system to to the Village of Pleasant Prairie for pre-construction approval.
- B. The Equipment, design and operation of the system meets Pleasant Prairie requirements.
- C. The cost of the permit is included in this proposal.

Option:

Upgrade to Pro software \$83.03 per camera (X 5)

50% deposit required prior to installation start.

Price good for 30 days

A 3 year software license is included, after 3 years a software license is required for the operation of the ExacqVision NVR, Axis Cameras, Arecont Cameras.

Price includes equipment listed above, installation, tax, warranty, one permit and freight.



Support

NUMBER 25597 05/13/2013
SITE Regner Management
Regner Vet CCTV South
8115 West Ridge Drive
Pleasant Prairie, WI 53158

Understand. Solve. **Support.**

	<u>Silver</u>	<u>Gold</u>	<u>Platinum</u>
- Extended warranty w/advanced replacement on all equipment	✓	✓	✓
- 15% Service parts discount	✓	✓	✓
- Annual user retraining of systems		✓	✓
- Annual maintenance and inspection of all equipment		✓	✓
- Dakota Security phone technical support (Help Desk)			✓
- Dakota Security on-site technical support (Break/Fix)			✓

Annual Support Subscription Amount

\$750.90

\$901.08

\$1,051.26

Support Services will take effect following the one-year installation warranty and support invoice will be issued prior to services being delivered.

Installation

\$8,655.40

Silver Support Rebate

☐

-\$150.18

Gold Support Rebate

☐

-\$180.22

Platinum Support Rebate

☒

-\$210.25

50% due prior to work commencing.

Support rebate will automatically be deducted from your first year support subscription invoice

Ask about our 60 month financing on any of the above options

ACCEPTANCE OF CONTRACT: The prices, scope of work, specifications and support services as presented within the scope of this proposal are satisfactory and are hereby agreed to and accepted. By signing below you acknowledge that you have read and agree to the solve & support terms and conditions posted at www.dakotasecurity.com/terms. Dakota Security Systems, Inc. is authorized to perform the work as specified and payment terms are agreed upon and accepted. Final authorization of the agreement is based on the acceptance and full execution of this proposal by a duly authorized representative, officer of corporation or individual. (as applicable). Prices valid for thirty days from date above. TERM: It is agreed by both parties hereto that this Agreement shall continue in force for a period of twelve (12) months from effective date and shall renew automatically thereafter from year to year for further one (1) year terms at the support rates in effect at renewal unless either party hereto give notice of cancellation in writing to the other thirty (30) days before the expiration of the current term. Final annual subscription billing amount may vary pending equipment additions or deletions to originally accepted proposal. Installation, Support, monitoring, and licensing invoices will generate separately where applicable due to differences in term.

X

Signature

Date of Acceptance

Phone: 847-358-5200

Email: ilservice@dakotasecurity.com

Fax: 847-358-5212

* 10372 77th St., Pleasant Pr. WI 53158



Support

Service Descriptions

Understand. Solve. **Support.**

Installation Warranty

One year new installation warranty:

New Installations will be covered by a one year warranty which includes both defects in manufacturer's equipment and installation workmanship. One year warranty period begins when the system is commissioned and expires exactly one year later. This service is not renewable.

Silver

Control your costs on service equipment and ensure maximum system up-time with the SILVER subscription.

Extended warranty w/ advanced replacement on all equipment:

Never be without critical security equipment. Dakota Security will provide an extended warranty w/advanced replacement on all equipment. Support services subscription must be current for extended equipment warranty w/advanced replacement to be valid. Equipment under this service will be repaired or replaced at Dakota Security's discretion. In certain instances, replacement items may be equipment of similar or like functionality and may not be an exact replacement. This service does not cover Uninterruptible Power Supplies (UPS) beyond the manufacturer's warranty. This service does not cover pre-existing equipment or equipment installed by others. Refer to terms and conditions for a full list of exclusions. Labor not included.

15% Service parts discount:

Provides an all-inclusive 15% discount on parts required to service and maintain security systems - including consumables such as batteries, cards, etc. Parts required or requested to expand systems are not included with this service and will be negotiated on a case-by-case basis.

Gold

Leverage proactive equipment care to optimize the efficiency of security equipment, maintain security standards, and enhance user experience with the GOLD subscription. **Includes SILVER subscription.**

Annual user retraining of systems:

Provides training for new users and retraining for existing users on system functionality. Training will be via teleconference or onsite at Dakota Security's discretion. Trainings will be scheduled once annually and are not to exceed one hour.

Annual maintenance and inspection of all equipment:

Dakota Security will provide the following services once annually: reset and confirm accurate programming of system; review proper data recording; verify head-end wiring and connections; ensure proper operation; adjust and clean all peripheral devices; test and change system batteries where applicable; confirm signals are being transmitted and received. This service does not cover pre-existing equipment or equipment installed by others. Devices requiring rentals such as scissor lifts, fork lifts, etc.. are not covered by this service unless the customer is able to provide the necessary equipment and supplies to service the device.

Platinum

An all-inclusive support subscription that covers travel and labor charges. Get a comprehensive solution that reduces your costs while improving service levels with the PLATINUM subscription. **Includes SILVER and GOLD subscriptions.**

Dakota Security phone technical support (Help Desk):

Provides 8:00 am to 5:00 pm Monday through Friday coverage. Service is provided by Dakota Security professional services group who are trained and certified in all the systems we sell. This service covers phone technical support (Help Desk) labor time only and remote desktop software licensing for Dakota Security to remote view and troubleshoot connected systems (where applicable). This service does not cover pre-existing equipment or equipment installed by others.

Dakota Security on-site technical support (Break/Fix):

Provides 8:00 am to 5:00 pm Monday through Friday coverage. This service covers onsite labor time and travel time to the customer site when necessary to resolve service issues and break/fix support. This service does not cover pre-existing equipment or equipment installed by others.

ACCESS EASEMENT

DRAFT

This ACCESS EASEMENT is entered into this _____ day of _____, 2013 by and between the Grantor, Auriga LLC the "Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE (the "**Easement Holder**").

RECITALS

A. The Landowner is the owner of certain real estate in the Village of Pleasant Prairie, Kenosha County, Wisconsin, which is legally described in Exhibit A and incorporated herein by reference (collectively the "**Landowner's Property**").

B. The Easement Holder has entered into a Security Agreement with the Landowner for the right but not the obligation for the installation and maintenance of an exterior Digital Security Imaging System ("**DSIS**") upon **Landowner's Property for security surveillance purposes (the "Agreement")**.

C. In connection with the above-referenced Agreement, the Landowner has agreed to convey to the Easement Holder access and maintenance rights to all such systems, devices and areas associated with the DSIS.

D. The Easement Holder acknowledges and agrees that the Landowner will utilize **the Landowner's Property for** a small animal veterinary clinic that will provide medical exams, emergency services, dentistry, radiology and surgical and emergency services as the Regner Veterinary Clinic ("**Vet Clinic**"), and the **Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property** by the Landowner.

Recording Area

Name and Return Address:

Jean M. Werbie-Harris
Community Development Dept.
Village Municipal Building
9915 39th Avenue
Pleasant Prairie, WI 53158

Parcel Identification Number:

91-4-122-082-0214

GRANT OF ACCESS EASEMENT

In consideration of the facts recited above, the Landowner and Easement Holder hereby agree as follows:

1. Grant of Easement. The Landowner hereby grants and conveys to the Easement Holder, its contractors and agents, a perpetual, non-exclusive, rent-free, **access and maintenance easement (the "Access Easement") over and through the exterior of the improvements located on that portion of the Landowner's Property** required for the installation, maintenance and use of said DSIS, related electrical work and internet access, and to a secured area generally located as described in the DSIS Security Agreement, which location may be relocated by mutual agreement of the parties **(the "Easement Property")**. **All utility lines shall be underground to the extent possible.** The Landowner shall supply electricity and internet connection services for the DSIS as provided in the Agreement.

2. Use of Access Easement. The purpose of the Access Easement is to provide for the installation, operation and maintenance of a DSIS in accordance with a Security Agreement between the parties and other property owners dated on or about May 13, 2013 **(the "Agreement")**, **the terms and conditions of which are hereby incorporated in** this Access Easement. Nothing in this Access Easement is intended to prohibit use of the Access Easement area by the Landowner, provided such use does not materially interfere with the use of the Access Easement by the Easement Holder. The Easement Holder agrees that it will not materially interfere with the normal operation and use of **the Landowner's Property by the Landowner and its** occupants, through its inspection and access of the DSIS equipment.

3. Improvements. If the Landowner fails to do so, the Easement Holder shall have the right, but not the obligation, to construct and install reasonable improvements upon the Easement Property in accordance with the terms in the Agreement, to make the Easement Property suitable for the installation of a DSIS with as little damage to **the Landowner's Property as possible**. **Subject to the terms of the Agreement**, if the Easement Holder undertakes the installation or maintenance of the DSIS, the Easement Holder agrees to use its best efforts to make the DSIS as aesthetically tasteful and architecturally harmonious as reasonably possible while still allowing the DSIS to cover as much of the Regner Vet Clinic site as the Easement Holder deems reasonably necessary.

4. Maintenance. The Easement Holder shall have access at all times as it deems necessary for maintaining its DSIS and related equipment on the Easement Property to the extent necessary for the uses described in the Agreement. The Landowner shall pay the Easement Holder a maintenance fee and other fees as described in the Agreement if the Easement Holder undertakes inspections or takes over the responsibilities of the DSIS maintenance.

5. Damage to Easement Property. The Easement Holder shall be responsible for any damage that it may cause to the Easement Property. The Easement Holder shall promptly make all needed repairs, promptly after such damage, restoring the

Easement Property to its condition prior to the damage. The Landowner shall **promptly make any needed repairs to the Landowner's Property** and the DSIS equipment that the Landowner may damage.

6. Obstructions to Use of the Easement Property. The Easement Holder may not utilize the Easement Property in a way that materially interferes with its use by any other person permitted to use it. The Easement Holder acknowledges and agrees **that the Landowner's and its future owners or tenants' use of the Landowner's Property** may include if permitted by the Village, outdoor events that may occur on the **Landowner's Property**, however, such uses shall not be considered an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct **new improvements on the Landowner's Property, albeit with the necessary permits**, and if said improvements interfere with use of the Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the DSIS equipment or modify its use of the Easement Property.

7. Indemnity/Insurance/Liens. All costs of installation, operation, and maintenance of the Easement Property and any improvements the Landowner installs thereon will be the responsibility of the Landowner as described in the Agreement.

Any contractor coming onto the Easement Property and/or the Landowner's Property on behalf of the Easement Holder shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (1,000,000) per occurrence combined single limit/ One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Easement Holder shall carry similar amounts and types of **insurance when it enters onto the Easement Property and/or the Landowner's Property**, provided, such insurance may be provided through the municipal insurance plan of Easement Holder. In connection with any installation, operation, maintenance or inspection of the Easement Property by the Easement Holder or its agents, employees or contractors, the Easement Holder shall indemnify, defend and hold harmless the Landowner from and against any lien, suit, loss, cost, expense (including **reasonable attorneys' fees**), **personal injury, bodily injury or property damage arising from or relating to such activities of the Easement Holder, its agents, contractors or engineers on the Landowner's Property.**

Nothing contained herein shall alter or eliminate any obligations of the Landowner to reimburse the Easement Holder for costs and expenses, as provided in the DSIS.

8. Enforcement of Agreement. The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and

restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

9. Amendments. This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the Landowner and Easement Holder.

10. Successors. All of the terms, covenants, conditions, and obligations set forth in this Access Easement and the Agreement shall inure to the benefit of and bind the Landowner and Easement Holder, and their respective personal representatives, heirs, successors, transferees, assigns, and all future owners of the Landowner's property this Access Easement and the Agreement shall continue as a servitude running in **perpetuity with the Landowner's Property.**

11. Severability. If any provision or specific application of this Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Access Easement shall remain valid and binding.

12. Governing Law. This Access Easement shall be governed by and construed under the laws of the State of Wisconsin. The parties agree that any dispute hereunder shall be venued only in the Circuit Court for Kenosha County.

13. Attorneys Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Access Easement and the complaining party places the enforcement of all or any part of this Access Easement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that **substantially prevails in any such dispute shall be reimbursed for its actual attorneys'** fees and costs whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall accrue interest from the due date until paid at eighteen percent (18%) per annum.

(Signatures are on the Next Pages)

IN WITNESS WHEREOF, Auriga LLC has executed this Access Easement this _____ day of _____, 2013.

AURIGA LLC

By: _____

Name: David Hodge

Title: Manager

STATE OF _____))SS
COUNTY OF _____)

This instrument was acknowledged before me in _____,
WI on _____, 2013, by David Hodge, as the duly authorized Manager of
David Hodge.

Signature of Notary Public

Typed or Printed Name of Notary Public

Notary Public, State of _____
My Commission (expires) on: _____

(is permanent) _____

By: _____
Name: John P. Steinbrink
Title: Village President

Name: Jane M. Romanowski
Title: Village Clerk

This Agreement was acknowledged before me in Pleasant Prairie, WI on _____, 2013 by JOHN P. STEINBRINK and JANE M. ROMANOWSKI as duly authorized Village President and Village Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin municipal corporation.

Typed or Printed Name of Notary Public _____
 Notary Public, Kenosha County, State of _____
 Wisconsin _____
 My Commission expires: _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against the Property, consents to the Access Easement set forth above and agrees that its interest in the Property shall be subject to this Access Easement.

Dated: _____, 2013.

_____ Bank

By: _____

Name: _____

Title:

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS:
_____ COUNTY)

This instrument was acknowledged before me on _____, 2013
by _____, (Name) the _____
(Title) of the _____ (Bank).

Signature of Notary Public

Type or Print Name of Notary Public

Notary Public, State of _____

My commission expires: _____

This instrument drafted by:

Jean M. Werbie-Harris
Community Development Director
9915 39th Avenue
Pleasant Prairie, WI 53158

Timothy J. Geraghty, Esq.
Village Attorney
Godin Geraghty Puntillo Camilli, S.C.
6301 Green Bay Road
Kenosha, WI 53142

EXHIBIT A

Legal Description of Landowner's Property



MEMO

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

TO: Mike Pollocoff, Village Administrator

FROM: Mike Spence, Village Engineer

CC: Jane Romanowski, Village Clerk

DATE: October 14, 2013

SUBJ: Professional Engineering Services Agreement
Survey for Piche Design

Village residents in the vicinity of 111th Street and 61st Avenue in the Piche subdivision petitioned the Village to evaluate the causes of flooding in the area. Frequent flooding has occurred which has resulted in road closures and property damage. On September 20, 2010, the Village Board approved a contract with RASmith National to evaluate the causes of the flooding and develop measures to mitigate the problem.

RASmith National developed alternatives to address the flooding problem. These options were reviewed by the Engineering staff and an alternative that utilizes improved roadside swales and new stormwater piping was recommended along 61st Avenue. Subsequently, an adjacent property owner, in 2012 Mr. Don Dejno offered to install drainage tiles on his property east of 61st Ave in an effort to reduce flooding in the area. While this project reduced flooding it did not reduce it enough to eliminate flooding across 61st Avenue.

The Village is looking at a modified alternative to address the flooding. This alternative utilizes improved roadside swales and new stormwater drainage piping along a portion of 61st Avenue and then east along a proposed easement owned by Mr. Dejno. Additional survey information is required to design the easement portion.

The attached contract from Clark Dietz is to obtain additional survey information for the easement portion of the project. The fee for the survey and base map work is \$4,800. I recommend the approval of this contract with Clark Dietz to complete this work.

PROFESSIONAL SERVICES AGREEMENT

Piche Drainage Field Survey and Base Map (“Project”)

This Agreement is by and between

The Village of Pleasant Prairie (“Client”)

9915 39th Avenue
Pleasant Prairie, WI 53158

and

Clark Dietz, Inc. (“Clark Dietz”)

759 North Milwaukee Street, Suite 624
Milwaukee WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By: _____
John I. Boldt, P.E.

Title: President and CEO

Date: _____

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Client is retaining Clark Dietz to provide field survey and base mapping services associated with drainage and ditch improvements to be designed and engineered by Client's engineering staff.

B. Scope

Clark Dietz will perform the **Project** as described below::

TASK 1 - TOPOGRAPHIC SURVEY

- 900 FT of roadway – 61ST Ave.
- Intersection of 61st Ave. and 113th Street
- 900 FT of double high fence line (80 FT wide)
- Approx. 2 AC brush/swamp land topo
- Culvert Crossing on Springbrook.

TASK 2 - DRAFTING AND BASE MAP

- Download and draft with Lot Lines, corners, topo features and utilities
- Base Drawings for Design – Deliverable to Village

C. Schedule

Services will be provided according to a mutually agreed schedule as requested by the Client..

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. This agreement does not include the preparation of assessment rolls or schedules.
4. This agreement does not include geotechnical investigations.
5. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
7. No Federal permits are anticipated for this project.
8. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
9. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. The Reports and Drawings for this project will be provided to Client in printed and digital format.
2. Reports will be provided in MS Office and Adobe Acrobat format.
3. Drawings will be provided (if requested by the Client) in AutoCAD format.

PART II

CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, as-built information, design information, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Matt Fineour, PE, Assistant Village Engineer.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

PART III COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$4,800.00, and shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

WISCONSIN CLAUSE

In connection with the performance of work under this contract, Clark Dietz (hereinafter referred to as the "Consultant") agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

2013

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Engineer 8	180.00
Engineer 7	170.00
Engineer 6	160.00
Engineer 5	140.00
Engineer 4	125.00
Engineer 3	110.00
Engineer 1 & 2	95.00
Technician 5	120.00
Technician 4	110.00
Technician 3	95.00
Technician 2	75.00
Technician 1	65.00
Clerical	70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and sub-consultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

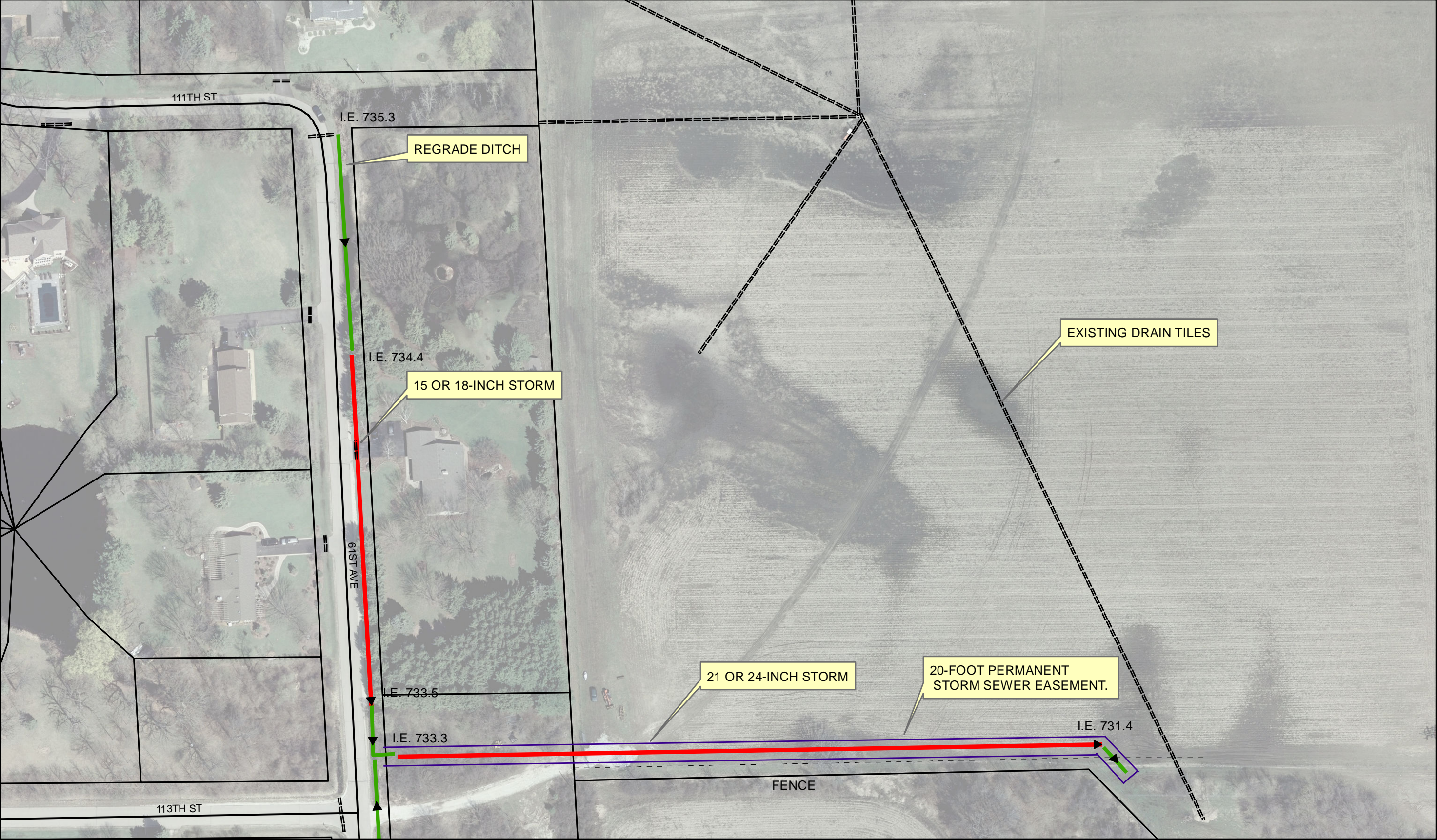
2013

Vehicles	
Autos	\$0.51/mile
Field Vehicles	\$60.00/day or \$0.51/mile (per agreement)
Survey Van	\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment	\$20.00/hour
GPS Survey Equipment	\$30.00/hour
Nuclear Soils Compaction Gauge	\$50.00/day
CADD Usage	\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")	\$0.10/copy
Color Copies* (8.5"x11")	\$0.50/copy
Color Copies* (11"x17")	\$1.50/copy
Large Format Plotting and/or Copying*	
(12"x18")	\$0.50/sheet
(22"x34" or 24"x36")	\$1.75/sheet
(30"x42")	\$2.50/sheet
(36"x48")	\$3.00/sheet
Large Format Scanning*	
(12"x18")	\$.30/sheet
(22"x34" or 24"x36")	\$1.00/sheet
(30"x42")	\$1.50/sheet
(36"x48")	\$2.00/sheet
Hotels & Motels	At Cost
Meals	
Federal Express & UPS	
Public Transportation	
Film and Development	
Supplies	

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and sub-consultants will be billed at 110% of actual costs to cover handling and administrative expenses.

PICHE DRAINAGE CONCEPT PLAN





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

To: Michael Pollocoff
From: John Steinbrink, Jr.
Subject: DNR Administered Federal Recreational Trails Act Grant
Date: October 21, 2013

On May 1, 2013, Public Works submitted a grant application to mitigate the cost of Phase II development of the trail in the Des Plaines natural area west of Prairie Springs Park.

The Federal Recreational Trails Program provides funding to communities across the state for projects that provide public access for nature-based outdoor recreation purposes. The grant funds assist communities with the maintenance and restoration of existing trails, the development and rehabilitation of trail side and trailhead facilities and trail linkages, the construction of new trails and the acquisition of property for trails.

This grant award provides a 50/50 match for expenses incurred. Our estimated expenses for 2014 is \$103,000 and our grant request is for \$45,000.

As part of the grant application, the DNR requires the Village to adopt a resolution authorizing the funding of the project and Public Works to administer the funds.

**VILLAGE OF PLEASANT PRAIRIE
RESOLUTION # 13-21**

WHEREAS, Village of Pleasant Prairie is interested in acquiring or developing lands for public outdoor recreation purposes as described in the application; and

WHEREAS, financial aid is required to carry out the project;

NOW, THEREFORE, BE IT RESOLVED that the Village of Pleasant Prairie has budgeted a sum sufficient to complete the project or acquisition and

HEREBY AUTHORIZES John Steinbrink, Jr., Public Works Department, to act on behalf of the Village of Pleasant Prairie to:

Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;

Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;

Submit signed documents; and

Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the Village of Pleasant Prairie will comply with state or federal rules for the programs to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted this 21st day of October 2013.

VILLAGE OF PLEASANT PRAIRIE

John Steinbrink
Village President

ATTEST:

Jane Romanowski
Village Clerk



2014 WISCONSIN MARATHON

THIS AGREEMENT, made this 21st day of October, 2013, by and between the Wisconsin Marathon, LLC, hereinafter referred to as "Wisconsin Marathon" and the Village of Pleasant Prairie, hereinafter referred to as "the Village".

WHEREAS, Wisconsin Marathon conducts and promotes the Wisconsin Marathon; and,

WHEREAS, Wisconsin Marathon wishes to race along Lake Michigan on Lakeshore Drive and through various neighborhoods in Carol Beach; and,

WHEREAS, Wisconsin Marathon will provide the residents residing along the route with information pertaining to the race course and anticipated start and finish times of the race; and,

WHEREAS, Wisconsin Marathon requests the Village provide public services along the race course within the Village; and,

WHEREAS, the cost of the public services provided to Wisconsin Marathon will be reimbursed to the Village in full, at the actual cost of the services provided.

NOW, THEREFORE, the parties hereto do mutually agree to the terms of this agreement under the conditions described below:

1. The Wisconsin Marathon race course begins in the City of Kenosha, transitions into the Village through a residential neighborhood in the eastern part of the Village, and returns to the City of Kenosha for the finish (**See Exhibit A**).
2. Wisconsin Marathon shall provide Pleasant Prairie residents residing along the specified route information pertaining to road closures, detours, routes and anticipated start and finish times of the race a minimum of 45 days prior to the race.
3. The Village will agree to the race course proposed by Wisconsin Marathon after the residents have had an opportunity to review the course, but no later than 30 days prior to the event.
4. The Village shall provide police, fire and rescue and public works services along the Wisconsin Marathon race course within the Village, at the expense of the Wisconsin Marathon.
5. Wisconsin Marathon agrees that all debris from water stations along the route in Pleasant Prairie will be completely cleaned and restored to their previous condition before the end of the day on May 3, 2014.

6. Wisconsin Marathon shall submit a plan for approval by the Village no later than 30 days before the race that specifically describes how residential access in the area will be accommodated along race course in order for residents to access their homes and race participants to safely run in the event. The Village encourages plan submission earlier than 30 days before the race in order for enough time to provide for any potential changes.
7. The Village shall be reimbursed in full for all actual expenses for police, fire and rescue and public works services provided for the Wisconsin Marathon (**See Exhibit B, Service Costs for 2013**) within 10 days of the receipt of invoice.
8. Wisconsin Marathon shall provide the Village with a Certificate of Insurance 10 days prior to the 2014 Wisconsin Marathon race, which will be held on May 3, 2014.
7. The Village shall provide Wisconsin Marathon with a Certificate of Insurance 10 days prior to the 2014 Wisconsin Marathon race, which will be held on May 3, 2014.

Wisconsin Marathon

BY  Date 10-9-12

Print Name: Jonathan Cuth

Village of Pleasant Prairie

BY _____ Date _____

Michael R. Pollocoff, Village Administrator

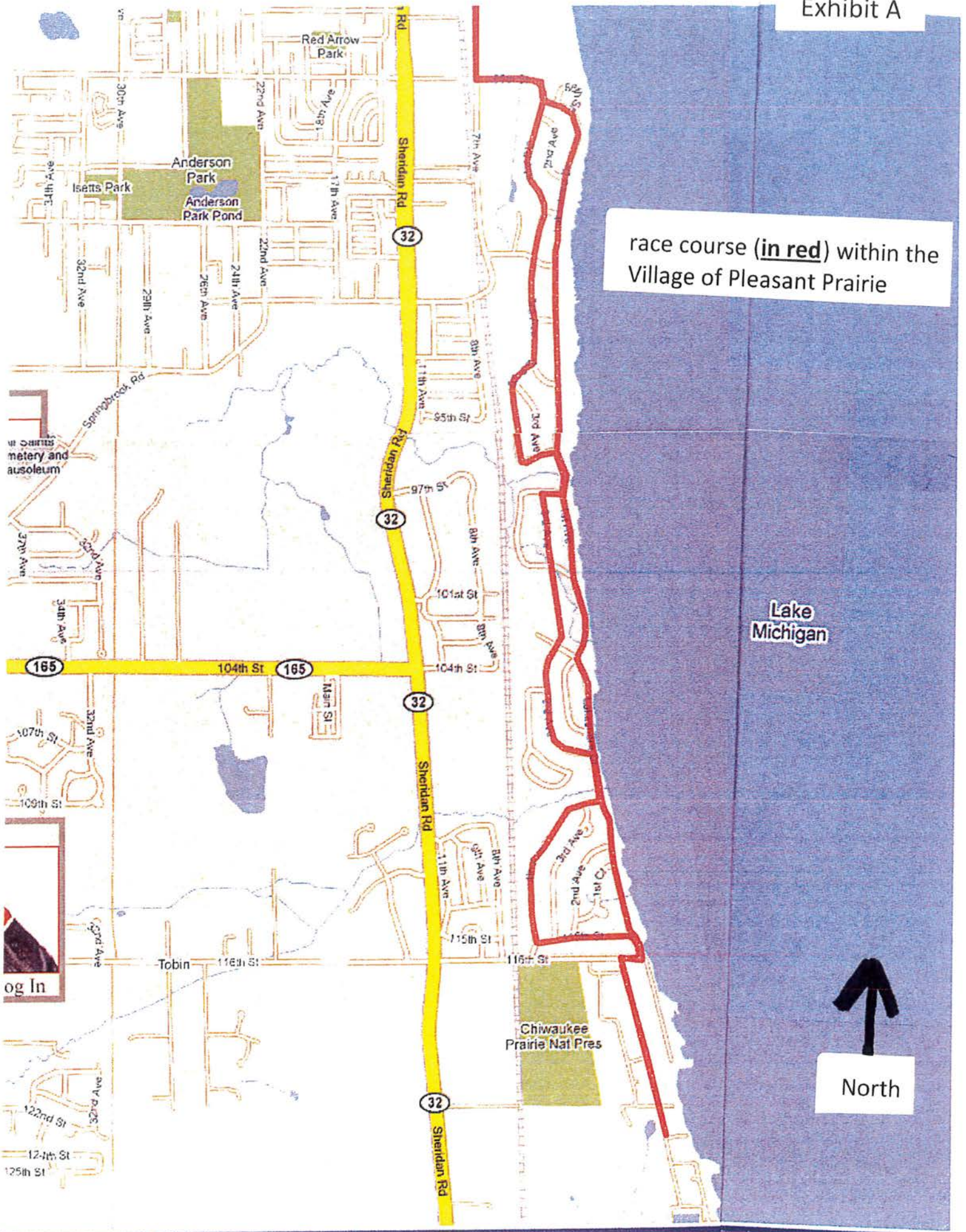




Exhibit B

2013 Wisconsin Marathon May 4, 2013 Race

Village of Pleasant Prairie
Service Costs Billed

Public Works	\$ -
Police	\$ 1,073.36
Fire & Rescue	\$ 152.37
Total	\$ 1,225.73

Pleasant Prairie Resident Access Plan during 2014 Wisconsin Marathon

The Wisconsin Marathon will take place on Saturday, May 3rd. The start time for the race is 7am at Harbor Park in Kenosha. The first runner will enter Pleasant Prairie (the Carol Beach area) at approx 8:20am. The last runner will leave the area at approx 12:45pm. Course Marshals, police, medical staff, and other volunteers will also be along the course as well directing the runners and providing support.

The race-course is designed to minimize the number of streets with marathoners running on both sides of the street. All runners are instructed that the streets are not closed to vehicular traffic. Runners are also instructed that they are to run on the right shoulder of the road at all times. Although the first runners will arrive approximately 8:20, the majority of runners will be on Pleasant Prairie streets from 10:15 to 11:45.

To ensure the safety of the runners and the convenience of the residents we would ask that motorists try to avoid driving between 8:25 and 12:00. If driving is necessary we ask that motorists especially avoid driving between 10:15 and 11:45.

It is **STRONGLY** encouraged that Carol Beach residents not drive on the course during these times for the safety of the runners, the volunteers, and themselves. However, if residents **MUST** use these roads, the following steps should be taken along with those of any instructions given by course marshals, volunteers, and police.

Exiting Carol Beach:

- > Traveling south is the safest option and it suggested that residents use 1st Ave/ Lakeshore Drive. (For the most part, runners will be heading north on these streets, so by driving south, residents and runners will be on opposite sides of the road.)
- > Utilizing 116th Street is the best way to go west, out of Carol Beach.
- > Utilizing 85th Street is the worst way out and **STRONGLY** not recommended.

Entering Carol Beach:

- > Traveling south is the safest option and it is suggested that area residents use 1st Ave/ Lakeshore drive.
- > Entering Carol Beach via 90th Street is the best way to get in eastward.
- > Utilizing 116th Street is the worst way in and **STRONGLY** not recommended.

Other notes:

- > The time period that the most amount of runners will be on the road will be between 8:45 and 11:30am. It is suggested that this time frame should be avoided as much as possible.
- > Runners have the right of way at all times on the course.



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

To: Michael Pollocoff
From: John Steinbrink Jr.
Subject: Vehicle Disposal Approval
Date: October 21, 2013

I am requesting approval for the disposal of the following Village vehicles which have reached the end of their useful life:

Vehicle 8941 – 1994 Chrysler Town & Country Van, 147,369 miles

Cost savings would be realized in the elimination of insurance, repair and/or storage costs.

The aforementioned vehicle will be sent to auction.

I recommend that the above vehicle be disposed of.

* * * * *

RESOLUTION # 13-20

**RESOLUTION AUTHORIZING THE
VILLAGE OF PLEASANT PRAIRIE
TO DISPOSE OF SURPLUS VEHICLES**

WHEREAS, the Village of Pleasant Prairie currently owns a 1994 Chrysler Town & Country Van (147,369 miles); and

WHEREAS, the 1994 Chrysler Town & Country Van is no longer capable of performing the work required by the Village because of its hours of operation and condition; and

WHEREAS, the van is no longer needed to meet the needs of the Village.

NOW, THEREFORE, BE IT RESOLVED, that the Village Administrator be authorized to sell the 1994 Chrysler Town & Country Van to an authorized automobile auction company.

Passed and adopted this 21st day of October, 2013.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted: _____

**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS
Period Ending: October 15, 2013**

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do hereby certify the following persons have applied for bartender licenses and **each applicant is in compliance with the guidelines set forth in Chapter 194 of the Municipal Code.** I recommend approval of the applications for each person as follows:

NAME OF APPLICANT

LICENSE TERM

- | | |
|-------------------------|--------------------|
| 1. Kahala L. Baguio | thru June 30, 2015 |
| 2. Kylie E. Chamblee | thru June 30, 2015 |
| 3. Brittney A. Dzbinski | thru June 30, 2015 |
| 4. Daniel T. Erickson | thru June 30, 2015 |
| 5. Norma C. Gutierrez | thru June 30, 2015 |
| 6. Matthew A. Hallas | thru June 30, 2015 |
| 7. Matthew J. Layton | thru June 30, 2015 |
| 8. Roberto Mercadillo | thru June 30, 2015 |
| 9. Megan N. Robinson | thru June 30, 2015 |
| 10. Narinder P. Singh | thru June 30, 2015 |

Jane M. Romanowski
Village Clerk