



AGENDA VILLAGE BOARD

Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
August 5, 2019
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Present Resolution #19-28 of Appreciation and Recognition to James Bandura for His Years of Service to the Village of Pleasant Prairie.
5. Kenosha County District Attorney, Mike Graveley, presentation to the board on opioid crisis and law enforcement response to school threats.
6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public on items not on the agenda; however, no discussion is allowed and no action will be taken under citizen comments.)
7. Administrator's Report
8. New Business
 - A. Consider approval of First Amendment to Development Agreement between Village of Pleasant Prairie and Riverview Group LLC.
 - B. Consider approval of Collateral Assignment of Development Agreement and TID Proceeds between Riverview Group LLC and Associated Bank, National Association.
 - C. Consider approval of Ordinance #19-23 as it relates to Chapter 242 pertaining to RecPlex Fees.
9. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Ordinances of Business and considered at this point on the agenda.)
 - 1) Consider approval of the Intergovernmental Agreement regarding State Highway 50 with City of Kenosha and Wisconsin Department of Transportation.
 - 2) Consider approval of The Cottages at Village Green Letter of Credit Reduction, Phase 1, Request No. 7.

- 3) Consider approval of The Cottages at Village Green Letter of Credit Reduction, Phase 2, Request No. 5.
- 4) Minutes of Meeting – July 15, 2019

10. Village Board Comments

11. Adjournment

I hereby certify that I posted a true and correct copy of this Agenda in three (3) public locations: Village Hall, Roger Prange Municipal Building and RecPlex. Additionally, this Agenda was posted on the Village of Pleasant Prairie's website at www.pleasantprairiewi.gov.

Dated 2nd day of August, 2019. Jane C. Snell, Village Clerk

Resolution No. 19-28

Resolution of Appreciation and Recognition to James Bandura for Years of Service to the Village of Pleasant Prairie Plan Commission and Park Commission

WHEREAS, James Bandura professionally and attentively served the Village of Pleasant Prairie in various roles for 25 years; and

WHEREAS, on December 7, 1994 James Bandura was appointed to the Pleasant Prairie Plan Commission where he served as the Secretary of the Commission with professionalism and dedication; and

WHEREAS, on September 10, 2008 James Bandura was appointed to the Pleasant Prairie Park Commission where he served as a member with professionalism and dedication; and

WHEREAS, James provided invaluable expertise in commercial design and construction that proved to be very beneficial to the Village during the growth which occurred during his tenure on the Plan and Park Commissions; and

WHEREAS, the Village of Pleasant Prairie would like to acknowledge and express its gratitude to James for his contributions made while serving on the Plan and Park Commissions; and

NOW, THEREFORE BE IT RESOLVED, that the Village of Pleasant Prairie does hereby extend its sincere appreciation and gratitude to James Bandura for his 25 years of commitment and attentive service to the Village of Pleasant Prairie in the cause of quality municipal planning.

Considered and adopted this 5th day of August, 2019.

John P. Steinbrink, President

Attest:

Jane Snell, Village Clerk



**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement (this “First Amendment”) is made and entered into as of the _____ day of _____, 2019, by and between the Village of Pleasant Prairie, a body corporate and politic under the laws of the State of Wisconsin (“Village”) and Riverview Group, LLC, an Illinois limited liability company (“Developer”).

WHEREAS, the Village and Developer entered into that certain Development Agreement dated as of August 20, 2018 (the “Development Agreement”); and

WHEREAS, the parties wish to amend the Development Agreement as follows:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Development Agreement is hereby amended, effective as of the date hereof, as follows:

1. The definition of “MRO Available Project Increment” in Section I.A. of the Development Agreement is hereby deleted and replaced in its entirety with the following:

“A. **MRO Available Project Increment**” means, on each September 15, all TID Increment collected by the Village during the 12-month period immediately preceding September 15, less the administrative costs for such Administrative Period, and less any outstanding Village Public Infrastructure Expenditures incurred by the Village and not previously paid to the Village from TID Increment, Developer Work Letters of Credit or Developer Work Project Bonds.”

2. The following definition of “Village Public Infrastructure Expenditures” is hereby added to Section I.A. of the Development Agreement:

“**Village Public Infrastructure Expenditures**” means any expenditures made by the Village to complete any of the eight (8) Public Developer Funded Projects set forth on Exhibit G attached to the Development Agreement.

3. A new Section V.A. is hereby added to the Development Agreement as follows:

“A. **Village Reimbursement**. Developer agrees to construct the entire watermain extension set forth on Exhibit C attached hereto, including the watermain section designated W1 and shaded in green on such exhibit. Upon Developer’s completion of watermain W1, the watermain section designated W2 and shaded in yellow and the watermain section designated W3 and shaded in red on Exhibit C attached hereto, and the acceptance of dedication of such watermains by the Village, the Village agrees to reimburse the Developer the sum of One Million Seventy-six Thousand Five Hundred Twenty-three and no/100

Dollars (\$1,076,523.00) as the Village's contribution to the cost of such watermain as provided on Exhibit G attached hereto."

4. Section IX.B. Section 4 is hereby deleted and replaced in its entirety with the following and a new Section IX.B.5 is hereby added at the end of Section IX.B. of the Development Agreement as follows:

"4. Draw under Developer Work Letters of Credit or Developer Work Project Bonds provided by Developer pursuant to this Development Agreement and apply such funds to pay or reimburse Village Public Infrastructure Expenditures or otherwise to cure an Event of Default under this Development Agreement."

"5. Whether an Event of Default occurs or not, the Village may, at its sole option, complete any Public Developer Funded Project, and the cost of the Village to so complete such Public Developer Funded Work Project shall be a Village Public Infrastructure Expenditure to be reimbursed to the Village out of TID Increment, prior to the payment of any TID Increment to Developer pursuant to the MRO unless such Village Public Infrastructure Expenditure was previously reimbursed to the Village under Developer Work Letters of Credit or Developer Work Project Bonds and provided that the Village will not complete any Public Developer Funded Project so long as Developer is diligently working on such Public Developer Funded Project."

5. Exhibit G attached to the Development Agreement is hereby deleted and replaced with the corrected Exhibit G attached to this First Amendment.

6. Except as specifically modified or amended herein, all other terms and conditions of the Development Agreement shall remain in full force and effect.

7. In the event of a conflict between the terms and conditions of the Development Agreement and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall control.

8. This First Amendment shall bind the parties hereto and their respective successors and assigns.

9. This First Amendment may be executed in a number of counterparts, each executed counterpart constituting an original but all together only one First Amendment.

10. This First Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

11. Terms used herein and not otherwise defined herein shall have the same meanings as provided in the Development Agreement.

12. Each of the parties hereto warrants and represents to the others that all proceedings of such party necessary to consummate the transactions contemplated by this First

Amendment have been duly taken in accordance with all requirements, and that all persons executing this First Amendment on behalf of such party have been duly authorized to do so.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year first above written.

THE DEVELOPER:

RIVERVIEW GROUP, LLC

an Illinois limited liability company

By: CV Riverview, LLC,
an Illinois limited liability company,

Its: Manager

By: _____

Name: Roy L. Splansky

Its: Manager

STATE OF WISCONSIN)
)
COUNTY OF _____) ss.

Personally came before me this ____ day of _____, 2019 the above-named Roy L. Splansky, the Manager of CV Riverview, LLC, an Illinois limited liability company, being the Manager of Riverview Group, LLC, an Illinois limited liability company, and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the two (2) aforesaid limited liability companies.

Notary Public,

County, _____

Commission: _____

VILLAGE:

VILLAGE OF PLEASANT PRAIRIE,
a Wisconsin municipal corporation

By: _____

Name: John P. Steinbrink

Title: Village President

By: _____

Name: Jane C. Snell

Title: Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2019 the above-named John P. Steinbrink and Jane C. Snell to me known to be the Village President and Village Clerk of the Village of Pleasant Prairie, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

Jean M. Werbie-Harris, Notary Public,
Kenosha County, Wisconsin
My Commission Expires _____

EXHIBIT G

DEVELOPER FUNDED PROJECTS

Project Description	Total Project Cost	Phase I - Building E	Phase II - Buildings C&D	Phase III - Buildings A&B
Roads				
120th Ave N of 122nd Street to Center Section South Property Line (1,200')	516,920	516,920	-	-
120th Ave S of 122nd Court to Center Section South Property Line (2,000')	731,888	-	731,888	-
122nd Street (ML) East to Eastern Property Line (1,350')	741,566	741,566	-	-
116th Street / North Cul de Sac	2,053,405	-	-	2,053,405
Center Cul de Sac	632,994	-	632,994	-
Subtotal Roads	4,676,773	1,258,486	1,364,882	2,053,405
Subtotal Sanitary Sewer	4,502,880	4,502,880	-	-
Offsite Improvements				
Proposed Offsite Village Road Improvement Share (Roundabout and Lift Station)	1,742,000	-	-	1,742,000
Subtotal Offsite Improvements	1,742,000		-	1,742,000
Water				
Municipal Water - 16" Regional Line	2,665,639	2,665,639	-	-
Municipal Water - 12" Park Line	230,919	-	-	230,919
Village Contribution for 16" Regional Line (to South Side of Outlet Mall)	(1,076,523)	(1,076,523)	-	-
Subtotal Water	1,820,035	1,589,116	-	230,919
Subtotal Sitework, Grading and Stormwater	7,257,208	2,564,178	2,325,250	2,367,780

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TID PROCEEDS

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TID PROCEEDS (the “**Assignment**”) is made as of _____, 2019, by and between **RIVERVIEW GROUP, LLC**, an Illinois limited liability company (“**Borrower**”) and **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association (together with its successors and assigns, “**Lender**”).

RECITALS

A. Borrower and Lender have executed a certain Amended and Restated Loan Agreement dated as of May 16, 2019 (as amended or otherwise modified from time to time, the “**Initial Loan Agreement**”) wherein Lender has agreed to make a certain loan to Borrower in the amount of Two Million One Hundred Ninety-Three Thousand Seventy-Eight and No/100 Dollars (\$2,193,078.00) (the “**Initial Loan**”). Capitalized terms used and not otherwise defined herein have the meanings set forth for them in the Loan Agreement.

B. As evidence of the Loan, Borrower has executed and made to the order of Lender a certain promissory note dated as of May 16, 2019, in the aggregate stated principal amount of the Loan (together with any amendments, modifications, restatements, extensions or renewals thereof, collectively, the “**Initial Note**”).

C. Borrower intends to borrow other loans from, and enter into other financial accommodations with Lender (collectively, the “**Prospective Loan**”), including without limitation letter of credit facilities (collectively, the “**Letters of Credit**”; the Initial Loan, Letters of Credit and Prospective Loan shall be referred to herein, individually and collectively, as the “**Loan**”)(All promissory notes and similar instruments relating to the Letters of Credit and the Prospective Loan shall be referred to herein as the “**Prospective Note**”; collectively with the Initial Note, the “**Note**”)(All loan and letter of credit agreements and similar instruments relating to the Letters of Credit and the Prospective Loans shall be referred to herein as the “**Prospective Loan Agreement**”; collectively with the Initial Loan Agreement, the “**Loan Agreement**”).

D. Borrower intends to construct and otherwise to develop the property legally described on Exhibit A attached hereto (the “**Project**”).

E. To induce and facilitate the Project, the Village of Pleasant Prairie, Wisconsin, a municipal corporation (the “**Village**”) entered into that certain Development Agreement with Borrower dated as of August 20, 2018 and that certain First Amendment to Development Agreement dated as of _____, 2019 (collectively and as further amended from time to time, the “**Development Agreement**”).

F. Pursuant to the Development Agreement, the Village agreed to provide Borrower financial assistance utilizing tax increment financing not to exceed Eighteen Million Two Hundred Fifty-Six Thousand Eight Hundred Ninety-Six and No/100 Dollars (\$18,256,896.00), as may be evidenced by an MRO (as defined in the Development Agreement), that may be issued by the Village as provided in the Development Agreement (the “**TID Funds**”) and agreed to reimburse Borrower the sum of \$1,076,523.00 for a portion of the Borrower cost of constructing certain water mains upon the completion and dedication of such water mains to the Village (the “**Contribution**”).

G. Lender, as a condition to making the Loan, has required the execution of this Assignment as part of the collateral security for the Loan.

AGREEMENT

NOW THEREFORE, in consideration of the premises, and in further consideration of the Loans, and other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower does hereby agree as follows:

1. Assignment of Collateral.

(a) Borrower does hereby grant, transfer, assign and deliver to Lender, as additional collateral for the Loan, a continuing security interest in all of Borrower's right, title and interest in and to the following (collectively, the "**Collateral**"):

(i) The Development Agreement;

(ii) The TID Funds and Contribution available to Borrower under the Development Agreement, including without limitation the MRO; and

(iii) all proceeds of all of the foregoing described collateral, including without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims or resulting from the sale, hypothecation or transfer of any of the foregoing described Collateral.

(b) All of the foregoing described Collateral granted secures:

(i) payment of the Loan, including, but not limited to, the indebtedness evidenced by the Note, Loan Agreement and all other Loan Documents (as defined therein) (including all extensions, modifications, future advances or renewals thereof); and

(ii) performance and discharge of all obligations that Borrower now and in the future owes to Lender under the Note.

(c) So long as no Event of Default exists, Borrower shall have and may exercise all rights as the owner or holder of the Collateral which are lawful and are not inconsistent with the provisions of the Loan Agreement. The rights described in the preceding sentence shall cease and terminate immediately upon (i) the occurrence of any Event of Default as defined in the Loan Agreement, and (ii) the delivery by Lender to Borrower and to the Village of written notice stating that Lender has elected to exercise its rights under this Assignment (referred to herein as, the "**Effective Date**"). Nothing contained herein shall relieve Borrower of any obligations or liability under the Development Agreement, and Borrower shall indemnify and hold Lender (and its officers, directors, members, managers, employees, agents, successors, and/or assigns) harmless from and against such obligations or liability, except for any obligations or liability caused by Lender's gross negligence or willful misconduct. Lender shall, in no event, be obligated to perform any actions or incur any obligations or liabilities whatsoever unless and until such time as Lender, elects, if at all, to undertake such obligations by written notice to Borrower and the Village.

(d) Except as provided for in Section 3 below, nothing described in this Assignment shall be construed to create any obligation or liability of the Village with respect to the Loan.

2. Representations and Warranties. Borrower warrants and represents that:

(a) Borrower has not previously assigned, pledged, mortgaged, or encumbered all or any impaired the Collateral assigned herein.

(b) Borrower has not performed any act or executed any instrument and is not bound by any law, indenture, or agreement which might prevent Lender from operating under any of the terms and conditions hereof, or which would limit Lender in such operation.

(c) The Development Agreement is in full force and effect and, as of the date hereof, no uncured defaults exist with respect to the Development Agreement.

(d) All covenants, conditions and agreements have been performed as required in the Development Agreement, except those not due to be performed until after the date of this Assignment.

3. Authorization. Borrower hereby authorizes the Village to commence performance of all obligations of the Village to Borrower with respect to the Development Agreement for the benefit of Lender upon occurrence of the Effective Date, including without limitation payment of the MRO and Contribution funds upon receipt by the Village of written notice from Lender described in Section 1(c) above. The Village shall be entitled to rely on such written notice from Lender as conclusive proof of Lender's right to take such action, regardless of whether or not:

(a) an Event of Default under the Security Documents (as defined below) has actually occurred, or

(b) a dispute exists between Borrower and Lender regarding the actual occurrence of such an Event of Default.

4. Covenants.

(a) Borrower shall: (1) faithfully abide by, perform and discharge each and every term, condition, obligation, covenant and agreement, which Borrower is now, or hereafter becomes, liable to observe or perform under the Development Agreement; (2) give prompt written notice to Lender of any notice of default received by Borrower with respect to any default of Borrower under the Development Agreement, together with an accurate, complete copy of any such notice; (3) at the sole cost and expense of Borrower, enforce or secure the performance of each and every term, obligation, covenant, condition and agreement to be performed by other parties under the Development Agreement; and (4) provide Lender with an accurate, complete copy of any notice of default issued by Borrower with respect to the Development Agreement, when so sent by Borrower.

(b) Borrower shall promptly sign, file, record and/or obtain from third persons, all subordination agreements and other documents, and shall take all other actions, that Lender considers necessary or appropriate to perfect, to continue perfection of, or to maintain, a first priority of, Lender's security interest in the Collateral.

(c) At Borrower's sole cost and expense, Borrower shall appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with the Development Agreement or the obligations, duties or liabilities of any other party respecting the Collateral, and to pay all costs and expenses of Lender, including reasonable attorneys' fees, in

connection with any such dispute, action, or proceeding in which Lender may appear or with respect to which it may incur costs or expenses.

(d) Should Borrower fail to make any payment or to do any act as herein provided, then Lender may without notice or demand to or upon Borrower, and without releasing Borrower from any obligation hereof, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding relating hereto or to the Development Agreement, or purporting to affect the security hereof or the rights or powers of Lender hereunder, and also performing and discharging each and every obligation, covenant, and agreement of Borrower contained in the Development Agreement; and in exercising any such powers Lender may pay necessary costs and expenses, employ counsel, and incur and pay attorneys' fees. Borrower hereby grants to Lender an irrevocable power of attorney coupled with an interest and with full power of substitution to perform all of the acts and things provided in this Section 4, as Borrower's agent and in Borrower's name.

(e) Borrower shall pay immediately upon demand all sums expended by Lender under the authority hereof, together with interest thereon at the rate set forth in the Note applicable to a period when default exists thereunder.

(f) Until the Loan has been indefeasibly paid and satisfied in full, Borrower shall provide Lender with copies of all notices and correspondence received or sent by Borrower with respect to the Collateral.

(g) Borrower shall not modify, amend or otherwise alter, in any material respect, the terms of the Development Agreement which would result in an adverse consequence to Lender; nor waive, excuse, condone or in any manner release or discharge any party thereunder, of or from any obligation, covenant, condition, or agreement by said person to be performed thereunder; not terminate the term thereof nor accept a surrender thereof, without the prior written consent of Lender.

(h) Borrower will not execute or agree to any assignment of the Development Agreement or any other Collateral subsequent to the date hereof.

(i) Except for Lender's gross negligence or willful misconduct, Borrower hereby indemnifies Lender, together with its officers, directors, members, managers, employees, agents, successors and/or assigns, against, and agrees to protect, save and keep harmless each thereof from, any and all liabilities, obligations, charges, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including without limitation, court costs, reasonable legal fees and expenses through all trial, appellate and administrative levels and all bankruptcy and post judgment proceedings (all of which are hereinafter referred to collectively as the "**Expenses**"), of whatsoever kind and nature, imposed on, incurred by or assessed against any such indemnified party, in any way relating to, arising out of, or in connection with any of the foregoing representations, warranties, and covenants of Borrower herein set forth.

(i) Borrower hereby agrees to execute such other documents and perform such other act as may be necessary to enforce the rights assigned hereunder.

5. Events of Default. Any of the following events shall be an "**Event of Default**" hereunder:

(a) The occurrence of any default or event of default under any document or instrument evidencing or securing the indebtedness evidenced by the Note, the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) (collectively, the “**Security Documents**”) and the expiration of any applicable notice or cure periods thereunder.

(b) Any representation or warranty of Borrower set forth in this Assignment or in any of the Security Documents shall prove to be materially inaccurate or misleading when made.

(c) Any event of default occurs under the terms of the Development Agreement and the expiration of any applicable notice or cure periods thereunder.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default (i) Lender may proceed to protect and enforce their rights by an action at law, in equity or by any other appropriate proceedings, and (ii) Lender may, without in any way waiving any rights under this Assignment or the Security Documents, collect and receive all payments thereafter payable under the Development Agreement to Borrower under the Development Agreement. No failure on the part of Lender to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default shall be deemed to be a waiver of any subsequent Event of Default.

7. Amendments and Waivers. A provision of this Assignment may not be modified or waived except by a written agreement signed by Lender. Lender shall continue to have all of its rights under this Assignment even if it does not fully and promptly exercise them on all occasions. Any amendment or waiver of the provisions of this Assignment that purport to amend or modify the obligations of the Village under this Assignment shall not be binding upon the Village, except by written agreement signed by the Village.

8. Miscellaneous.

(a) If any term of this Assignment is held to be invalid, illegal or unenforceable, the validity of the other terms hereof shall be in no way affected thereby. Lender shall be entitled to all rights and remedies available at law, in equity or under any statute, either now available or available at the time of exercise thereof, even though such rights and remedies were not available on the date first above written.

(b) The covenants and agreements herein contained shall be binding upon Borrower, its heirs, legal representatives, agents, successors and assigns and shall inure to the benefit of Lender, its legal representatives, successors, and assigns, provided, however, that nothing in this section is intended to be or shall be construed as a waiver of the rights of Lender under the Loan Agreement or to permit assignment of the rights and obligations of Borrower under this instrument and any such assignment is expressly prohibited except upon the prior written consent of Lender, which consent may be arbitrarily withheld.

(c) This Assignment is separate from and not part of any other collateral security provided by Borrower or any other party in favor of Lender, including (without limitation) any mortgage on the real property underlying or constituting the Project. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending with respect to such other collateral. Lender shall not be required to resort first to the security of this Assignment or of any Security Document before resorting to the security of any other of such Security documents, and Lender may

exercise the security hereof and of any Security Document concurrently or independently and in any order or preference. The existence of this Assignment shall not be construed as a waiver by Lender or its agents, successors and assigns of the right to enforce payment of the indebtedness hereinabove referred to, in strict accordance with the terms and provisions of the Loan for which this Assignment is given as additional security.

(d) Any notice to Borrower or to Lender shall be considered to be given as set forth in Section 11.6 of the Loan Agreement.

(e) Upon the payment in full of all indebtedness secured hereby this Assignment shall become and be void and of no effect.

(f) This Assignment shall be governed by, and interpreted according to, Illinois law as set forth in the Loan Agreement.

(g) This Assignment constitutes the granting by Borrower of a security interest under the Uniform Commercial Code, as enacted in the State of Wisconsin, in the right, title, and interest of Borrower in and to the Collateral, and Borrower hereby consents to the filing of Uniform Commercial Code financing statements and other documents perfecting or evidencing such security interest as reasonably requested by Lender.

(h) This Assignment supersedes and replaces that certain Collateral Assignment of Development Agreement and TID Proceeds dated May 16, 2019, by Borrower in favor of Lender.

LENDER AND BORROWER EACH IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION, INCLUDING ANY CLAIM, COUNTERCLAIM, CROSS-CLAIM OR THIRD-PARTY CLAIM ("CLAIM"), THAT IS BASED UPON, ARISES OUT OF OR RELATES TO THIS SECURITY AGREEMENT OR THE INDEBTEDNESS, INCLUDING, WITHOUT LIMITATION, ANY CLAIM THAT IS BASED UPON, ARISES OUT OF OR RELATES TO ANY ACTION OR INACTION OF LENDER IN CONNECTION WITH ANY ACCELERATION OF THE INDEBTEDNESS OR ANY ENFORCEMENT OF LENDER'S SECURITY INTEREST IN THE COLLATERAL.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Borrower and Lender have executed this Assignment as of the day and year first above written.

BORROWER:

RIVERVIEW GROUP, LLC,
an Illinois limited liability company

By: CV Riverview, LLC,
an Illinois limited liability company
Its: Manager

By: _____
Name: Roy L. Splansky
Its: Manager

[Signature pages continue on following page]

LENDER:

**ASSOCIATED BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: _____
Name: Elizabeth Hozian
Title: Senior Vice President

EXHIBIT A

Legal Description of the Property

Parcel 1:

Part of the south 1/2 of section 30 and the north 1/2 of section 31, town 1 north, range 22 east of the fourth principal meridian, more particularly described as follows:

Commencing at the corner common to the southwest corner of said section 30 and the northwest corner of said section 31; thence north 89 degrees 44 minutes east along and upon the south line of the southwest 1/4 of said section 30, 85.06 feet and to the point of beginning of the property to be herein described; thence continue north 89 degrees 44 minutes east along and upon the south line of said section 30, 1138.94 feet and to the southwest corner of the east 1/2 of the southwest 1/4 of said section 30; thence north 3 degrees 04 minutes west along and upon the west line of the east 1/2 of the southwest 1/4 of said section 30 (as the same was previously defined in older surveys), 2636.8 feet and to the northwest corner of the east 1/2 of the southwest 1/4 of said section 30 (as established in a 1950 survey by former County Surveyor, H.S. Southmayd); thence north 89 degrees 09 minutes 30 seconds east along and upon the north line of the east 1/2 of the southwest 1/4 of said section 30, 1331.1 feet and to the center of said section 30; thence south 2 degrees 59 minutes east along and upon the north and south 1/4 line through said section 30, 880.0 feet; thence north 89 degrees 46 minutes 30 seconds east parallel to the north line of the southeast 1/4 of said section 30, 2650.0 feet and to the east line of the southeast 1/4 of said section 30; thence south 2 degrees 24 minutes east along and upon the east line of the southeast 1/4 of said section 30, 441.0 feet and to the southeast corner of the north 1/2 of the southeast 1/4 of said section 30; thence south 89 degrees 41 minutes 30 seconds west along and upon the south line of the north 1/2 of the southeast 1/4 of said section 30, 1322.75 feet and to the northeast corner of the southwest 1/4 of the southeast 1/4 of said section 30; thence south 2 degrees 43 minutes 30 seconds east along and upon the east line of the southwest 1/4 of the southeast 1/4 of said section 30, 1323.0 feet and to the northeast corner of the northwest 1/4 of the northeast 1/4 of said section 31; thence south 3 degrees 08 minutes east along and upon the east line of the northwest 1/4 of the northeast 1/4 of said section 31, 1340.0 feet and to the southeast corner of the northwest 1/4 of the northeast 1/4 of said section 31; thence south 89 degrees 36 minutes 30 seconds west along and upon the south line of the northwest 1/4 of the northeast 1/4 of said section 31, 1314.5 feet and to the southwest corner of the northwest 1/4 of the northeast 1/4 of said section 31; thence north 89 degrees 52 minutes 10 seconds west along and upon the south line of the north 1/2 of the northwest 1/4 of said section 31, 1805.13 feet; thence north 2 degrees 05 minutes 40 seconds west parallel to the west line of the northwest 1/4 of said section 31, 591.0 feet; thence north 89 degrees 52 minutes 10 seconds west parallel to the south line of the north 1/2 of the northwest 1/4 of said section 31, 659.92 feet and to the easterly right-of-way line of Interstate Highway "94"; thence north 2 degrees 05 minutes 40 seconds west along and upon said right-of-way line, 285.56 feet and to a jog in said line; thence south 87 degrees 54 minutes 20 seconds west at right angles to the last described course 20.00 feet; thence north 2 degrees 05 minutes 40 seconds west along and upon said right-of-way line, 446.0 feet and to the point of beginning.

EXHIBIT A

EXCEPTING THEREFROM that part conveyed by Warranty Deed dated April 7, 1988 and recorded April 8, 1988 in Volume "1307" Records, page 97, document number 798506, and that part described in Award of Damages dated November 8, 2001 and recorded on December 18, 2001 as Document No. 1246280, lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

ALSO EXCEPTING THEREFROM: Certified Survey Map No. 2873, recorded on August 1, 2018, as Document No. 1824705.

Tax Key Nos.: 92-4-122-303-0101, 92-4-122-311-0200, 92-4-122-312-0305, 92-4-122-312-0310, and 92-4-122-304-0200

Address: 11423 110th Street

CONSENT TO COLLATERAL ASSIGNMENT AND RECOGNITION AGREEMENT

THIS CONSENT TO COLLATERAL ASSIGNMENT AND RECOGNITION AGREEMENT (this “**Agreement**”) is made and entered into as of May __, 2019 by **THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**, a municipal corporation (the “**Village**”) in connection with that certain Collateral Assignment of Development Agreement and TID Proceeds dated as of _____, 2019 (the “**Assignment**”) by **RIVERVIEW GROUP, LLC** (“**Borrower**”) in favor of **ASSOCIATED BANK, NATIONAL ASSOCIATION**, its successors and/or assigns (“**Lender**”) to which this Agreement is attached. All capitalized by undefined terms shall have the meanings ascribed to them in the Assignment.

This Agreement is made, in part, to induce Lender to loan funds to Borrower which will be used to finance a substantial portion of the work to be done by Borrower pursuant to the Development Agreement at the Property.

Lender shall not exercise its rights under the Assignment and Consent prior to an Event of Default. Until the Effective Date (as defined in Section 1(c) of the Assignment) has occurred, any and all payments due to Borrower under the Development Agreement shall be remitted to Borrower. Except as set forth in the Assignment and this Agreement, all of the obligations of Borrower to the Village under the Development Agreement, now existing or hereafter created, shall remain the obligation and responsibility of Borrower.

The Village acknowledges that in agreeing to make the Loan to Borrower, Lender is relying upon the availability of the payments due and to become due to Borrower from the Village pursuant to the Development Agreement. Therefore, **IN CONSIDERATION OF LENDER MAKING THE LOAN** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, notwithstanding anything contained in the Development Agreement to the contrary, the Village agrees as follows:

1. Attornment. In the event that Lender shall succeed to the Borrower’s interest in the Property, or the possession and control thereof, and in conjunction therewith elects in its own discretion to accept an assignment of the Borrower’s interest in the Development Agreement and TID Funds and Contribution in accordance with Section 1.(c) of the Assignment, the Village hereby agrees to attorn to and recognize such party as the successor in interest to the Borrower for all purposes under the Development Agreement so long as Lender accepts all of the obligations and liabilities of “the Developer” hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Borrower’s interest under the Development Agreement, such party shall have no liability under the Development Agreement for the indemnification obligations of Borrower pursuant to Section VIII of the Development Agreement arising from or related to matters occurring prior to the time such party succeeds to the interest of the Borrower under the Development Agreement, for which items the Borrower shall be solely responsible.

2. Cure. Lender shall have the right, but not the obligation, to perform any obligation of Borrower’s under the Development Agreement and to cure any default. Until expiration of the applicable cure periods provided in this Agreement, the Village shall not terminate the Development Agreement, but may avail itself of the “Permitted Remedies” (as defined below).

VILLAGE CONSENT AND RECOGNITION

The Village shall accept performance by or at the instigation of Lender in fulfillment of Borrower's obligations, for the account of Borrower and with the same force and effect as if performed by Borrower, provided that such performance is rendered within the following cure periods:

(i) In the case of any default that Lender can reasonably cure without obtaining possession of the Property, Lender may at its option, within a period consisting of Borrower's cure period for such default plus 30 days: (1) advise the Village of Lender's intention to take all reasonable steps necessary to cure such default; and (2) commence and diligently prosecute to completion the cure of such default, provided that if such default cannot reasonably be cured during the aforementioned cure period, Lender shall have such additional period as may be reasonably required to diligently prosecute such cure to completion.

(ii) In the case of any default that Lender cannot reasonably cure without possession of the Property, Lender shall be entitled (but not required) to do the following:

(A) At any time during the cure period (if any) that applies to Borrower plus 30 days, Lender may initiate proceedings and (subject to any stay in any bankruptcy proceedings affecting Borrower, or any injunction, so long as such stay or injunction has not been lifted) then diligently prosecute the same to completion (which prosecution may extend beyond the aforementioned cure period), to obtain possession of the Property.

(B) Upon obtaining possession of the Property (whether before or after the expiration of any cure period that otherwise applies), Lender (or any successor to Lender) shall then be entitled (but not required) to proceed with reasonable diligence to cure such defaults as are then reasonably susceptible of being cured by Lender, within 60 days after Lender or successor shall have obtained possession of the Property, provided that if such default cannot reasonably be cured during such 60-day period, Lender or such successor shall have such additional period as may be reasonably required to cure such default with reasonable diligence.

Lender shall not be required to continue to exercise its cure rights or otherwise proceed to obtain or to exercise possession of the Property if and when the default that Lender was attempting to cure shall have been cured. Upon such cure and the cure of any other defaults in accordance with the Development Agreement, the Development Agreement shall continue in full force and effect as if no default(s) had occurred. Unless Lender has succeeded to the Borrower's interest in the Property, if Lender has commenced its cure rights, Lender may abandon or discontinue such cure at any time, without liability to the Village. Lender's exercise of cure rights shall not, of itself, be deemed an assumption of the Development Agreement in whole or in part.

In no event shall Lender be required to cure any defaults by Borrower set forth in Sections IX.A.2 or IX.A.3 of the Development Agreement or any other defaults that by their nature are not susceptible to cure by Lender, and with respect to such defaults, the same shall be deemed cured by Lender if Lender has commenced efforts to exercise remedies under the Loan Agreement and accepts an assignment of the Development Agreement in accordance with Section 1.(c) of this Assignment.

Notwithstanding the availability of the cure periods described above, so long as (i) the Development Agreement is not terminated as a result thereof, and (ii) the rights of Lender, upon a successful cure and assumption of the Development Agreement by Lender in accordance with the provisions set forth herein, are not materially prejudiced thereby, the Village may pursue the remedies set forth in Section IX.B of the Development Agreement, as amended (such remedies are referred to herein as the “**Permitted Remedies**”).

3. Direction to Pay. The Village agrees that upon its receipt of written notice of default as provided in Section I(c) of the Assignment, it will acknowledge the right of Lender as assignee thereunder to receive any and all payments provided for in the Development Agreement if and as they become due and payable.

4. Request for Information. Upon written request of Lender, the Village shall provide Lender information relating to payments made to Borrower by the Village and other such information as may be reasonably requested by Lender.

5. Notices. Any notices which may be given hereunder shall be deemed given if personally delivered, on the next Business Day if sent by nationally recognized overnight courier or two (2) Business Days after being deposited in the United States mail, certified or registered mail, return receipt requested, properly addressed as follows:

To Borrower: Riverview Group, LLC
9500 West Bryn Mawr, #340
Rosemont, Illinois 6018
Attn: Roy Splansky
Telephone: (847) 243-4304
Fax: (847) 243-4307
Email: RLS@VentureOneRE.com

With a copy to: Mason, Wenk & Berman, LLC
630 Dundee Road, Suite 220
Northbrook, Illinois 60062
Attn: Keith J. Wenk
Telephone: (847) 656-6067
Fax: (847) 656-6067
Email: Kwenk@mwblawfirm.com

To the Village: Village of Pleasant Prairie, Wisconsin
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Nathan R. Thiel,
Village Administrator
Telephone: 262.925.6721
Email: nthiel@pleasantprairiewi.gov

With a copy to:

Village of Pleasant Prairie, Wisconsin
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Jean M. Werbie-Harris,
Community Development Director
Telephone: 262-925-6718
Email: jwerbie@pleasantprairiewi.gov

With a copy to:

Quarles & Brady LLP
411 East Wisconsin Avenue, Suite 2400
Milwaukee, Wisconsin 53202-4426
Attn: Scott Langlois
Telephone: (414) 277-5619
Email: Scott.Langlois@quarles.com

To Lender:

Associated Bank, National Association
525 West Monroe Street, Suite 2400
Chicago, Illinois 60661
Attn: Elizabeth Hozian
Telephone: (312) 544-4505
Email: Elizabeth.Hozian@AssociatedBank.com

With a copy to:

Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
Telephone: (312) 660-9614
Email: sginsberg@ginsbergjacobs.com

Any party may at any time and from time to time (by providing notice to the other party in the manner set forth above) designate a different address to which such notices may be sent.

6. Assignment. The Village agrees that Lender may transfer its rights under the Assignment and this Agreement to any person or entity, including without limitation, any new lender or any purchaser at a foreclosure sale, without any further consent of the Village, so long as any such transferee agrees in writing to be bound by the terms hereof.

This Agreement shall inure to the benefit of the successors and assigns of the Lender.

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IN WITNESS WHEREOF, the Village executes this Agreement of this _____ day
of _____, 2019.

THE VILLAGE OF PLEASANT PRAIRIE,
a Wisconsin municipal corporation

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

By: _____
Name: Jane C. Snell
Title: Village Clerk

August 1, 2019

To: Nathan Thiel, Village Administrator
John Steinbrink Sr., Village Board President
Village Board Trustees

From: Elizabeth Caruso, Membership & Guest Services Manager
Craig Anderson, Director of Recreation

RecPlex staff took the opportunity to update our portion of Chapter 242 Ordinance with the recently discussed updated pass types and family membership pricing. There were a number of outdated policies and definitions in the Ordinance. Highlighted changes to the Ordinance include:

1. Better flow and flexibility, along with the removal of redundant items to the Ordinance
2. The Ordinance has outcomes listed rather than the operational procedures that provide for the outcome
3. The removal of all program pricing from the ordinance because of the continuous changes with new programs/pricing/competitor's ability to capture our program information. Now listed as the ability to charge fees for programs/services with the approval/review of Village Administrator and Finance Director
4. Membership pricing now contained as an Addendum, for easier review and Board approval
5. Rather than listing all the rules for use of the facility by area, we now say all users must adhere to the rules posted within each facility area which allows us the flexibility to change/add new rules as situations arise
6. Basic facility wide rules are listed but now with the potential penalties for non-compliance

It is our hope that with this new Ordinance, it is easier to comprehend by facility users and for staff to better manage facility operations. Staff is recommending approval of this newly written ordinance.

Thank you for your consideration.

ORDINANCE #19-23
ORDINANCE TO AMEND CHAPTER 242
OF THE MUNICIPAL CODE OF THE
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN
RELATING TO RECPLEX FEES

BE IT ORDAINED AND ESTABLISHED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 242 is amended as follows:

§ 242-9 **RecPlex.**

A. Definitions:

1. Village: Village of Pleasant Prairie, Kenosha County, Wisconsin.
2. Board: Village Board of Trustees of the Village of Pleasant Prairie, Wisconsin.
3. Department: Recreation Department of the Village of Pleasant Prairie, Wisconsin.
4. Director: The Director of Recreation of the Village of Pleasant Prairie, Wisconsin, who is immediately in charge of the maintenance or recreational use of any recreation facility.
5. Permit: Any form of approval given in writing, verbally, or through permit application by the Director or designee.
6. Fees: Any price determined for delivery of service as determined by the Director or designee.
7. Recreation Facility: A building, owned or used by the Village, devoted to passive or active leisure time activities; RecPlex.

B. Membership

Membership options for the RecPlex

(See Addendum A for annual, monthly and short term membership rates, membership discount, and day pass rates.)

1. Basic Individual Membership is defined as one main member, 14 years or older having use of member designated areas of the facility.
2. Basic Couple Membership is defined as one main member and one spouse living in the same household. Only two adults per household.
3. Basic Family I Membership is defined as one main member and unlimited children ages 2-25 years old, must be dependent(s) living in the same household as main member (19-25 must show proof of full-time college status to be considered a dependent). Children under two are free.
4. Basic Family II is defined as one main member, one spouse and unlimited children ages 2-25 years old, must be dependent(s) living in the same house

hold as main member (19–25 must show proof of full-time college status to be considered a dependent).

5. A monthly bank draft membership option is available with a processing fee, per month: \$2.00 for 1 year membership contracts.
6. Short Term membership options are available, see the facility for details and pricing.
7. Disabled Adult and Foster Children memberships are available with restrictions, facility Director or designee approval required.

C. RecPlex Membership Discounts:

Village of Pleasant Prairie Resident, Corporate, Corporate Partner and Senior Discounts

(See Addendum A for discount options)

1. Village of Pleasant Prairie Resident discount
 - a. A membership must include an adult main member or spouse resident of the Village of Pleasant Prairie
 - b. That membership will then receive the discounted resident rate
 - c. One facility fee will be charged for each membership contract
2. Corporate Discount
 - a. A membership must include an adult main member or spouse employee of a participating corporation
 - b. That membership will then receive the discounted corporate rate
 - c. One facility fee will be charged at a discounted rate for each membership contract
3. Corporate Partner Discount
 - a. A membership must include an employee of a participating corporation who has met the requirements of corporate sponsor as established in a major sponsorship agreement with the Village of Pleasant Prairie and approved by the Village of Pleasant Prairie
 - b. That membership will then receive the discounted corporate partner rate
 - c. One facility fee will be charged for each membership contract
4. Senior Discount
 - a. The Main member must be 60 years of age or older
 - b. That membership will then receive the discounted senior rate
 - c. One facility fee will be charged for each membership contract

~~A. User charges for the LakeView RecPlex.~~

~~(1) Village residents, annual charges.~~

~~(a) Adult primary/individual within a household in the Village of Pleasant Prairie: \$647. "Adult primary/individual" is defined as 14 years or older with use of entire facility~~

~~(b) Adult secondary within a household in the Village: \$224. "Adult secondary" is defined as an addition to an adult primary; must be a spouse of the adult primary living in the same household. Only two adults per household~~

~~(c) Youth additional (the first two) within a household in the Village: \$122. "Youth additional" is defined as an addition to an adult primary; two- to twenty-five-year-old dependent(s) living in the same household as adult primary (ages 19 to 25 must show proof of full-time college status to be considered a dependent). Any youth, ages two to 18, beyond the first two (i.e., 3rd, 4th, 5th, 6th, 7th, etc.) will be charged a rate of \$70 per youth~~

~~(d) Disabled adult, dependent of primary member, age of 19 and above, will receive youth rate.~~

~~(e) Any child under the age of two at the time of purchase: \$0.~~

~~(2) Village residents, senior citizen annual charges.~~

~~(a) Senior primary of any household in the Village of Pleasant Prairie: \$488; six-month senior primary membership: \$269; three-month senior primary membership: \$150. "Senior primary" is defined as any person 60 or more years old.~~

~~(b) Senior secondary within a household in the Village: \$200; six-month senior secondary membership: \$102; three-month senior secondary membership: \$75. "Senior secondary" is defined as an addition to a senior primary, must be a spouse of the adult primary, living in the same household within the Village.~~

~~(3) Village corporate business rate, annual charge. Individual rate per employee: \$687. "This membership" is defined as follows: must be 16 years old, working for a company located in Pleasant Prairie. Rates are based on the business location.~~

~~(4) (Reserved)[1]~~

~~(5) Nonresident, annual charges.~~

~~(a) Adult primary/individual nonresident: \$694. "Adult primary/individual" is defined as 14 years or older with use of entire facility.~~

~~(b) Adult secondary nonresident: \$224. "Adult secondary" is defined as an addition to an adult primary; must be a spouse of the primary living in the same household. Only two adults per household.~~

~~(c) Youth additional (the first two) within a household in the Village: \$122. "Youth additional" is defined as an addition to an adult primary; two- to twenty-five-year-old dependent(s) living in the same household as adult primary (ages 19 to 25 must show proof of full-time college status to be considered a dependent). Any youth, ages two to 18, beyond the first two (i.e., 3rd, 4th,~~

~~5th, 6th, 7th, etc.) will be charged a rate of \$70 per youth.~~

~~(d) Disabled adult, dependent of primary member, age of 19 and above, will receive youth rate.~~

~~(e) Any child under the age of two at the time of purchase: \$0.~~

~~(6) Nonresident, senior citizen annual charges.~~

~~(a) Senior primary of any nonresident: \$531; six-month senior primary membership: \$285; three-month senior primary membership: \$150. "Senior primary" is defined as any person 60 or more years old.~~

~~(b) Senior secondary of any nonresident: \$200; six-month senior secondary membership: \$102; three-month senior secondary membership: \$75. "Senior secondary" is defined as an addition to a senior primary, must be a spouse of the senior primary, living in the same household in Wisconsin.~~

~~(7) (Reserved)|[2]~~

~~(8) (Reserved)|[3]~~

~~(9) (Reserved)|[4]~~

~~(10) (Reserved)|[5]~~

~~(11) Day passes, charged for day use at the LakeView RecPlex.~~

~~(a) Senior day pass (age 60 and above): \$5.~~

~~(b) Youth/disabled adult day pass (daily):~~

~~[1] Village resident/guest of RecPlex member: \$7. \$8~~

~~[2] Nonresident: \$10. |[6]~~

~~(c) (Reserved)~~

~~(d) Adult RecPlex day pass (daily):~~

~~[1] Village resident/guest of RecPlex member: \$10.~~

~~[2] Nonresident: \$14. |[7]~~

~~(e) Family day pass: up to four people from the same household: two adults and two children or one adult with three children. Children must be legal dependents of at least one of the participating adults.~~

~~[1] Village resident: \$30.~~

~~[2] Nonresident: \$30.~~

~~[3] Additional guest of family day pass purchaser: \$7. \$8~~

~~(f) One-week trial membership: \$35 per person.~~

~~(12) Facility fee, charged for every new membership: \$125.~~

~~(13) Monthly processing fee (ACH) for bank draft option, per month: \$2.~~

~~(14) Replacement tags:~~

~~(a) (Reserved)~~

~~(b) Membership key tag replacement fee: \$3.~~

~~(15) Family membership definition: can only include a maximum of two adults and dependent family members age 22 and under living in the same household (ages 19 to 22 must show proof of full-time student status). Individuals must live in the same household to qualify for family rates. [8]~~

~~(16) Corporate/corporate partner/organization memberships.~~

~~(a) Corporate membership.~~

~~[1] A membership must be purchased by an employee of a participating corporation who has met the minimum of 10 participating employees.~~

~~[2] Each employee of a participating corporation shall receive a rate of \$626, which approximately reflects a discount to the nonresident rate based on one free membership for every 10 individual memberships purchased.~~

~~[3] A facility fee of \$65 will be charged for each individual employee membership purchased.~~

~~[4] Individuals who have received a corporate membership may upgrade their membership to reflect the number of members of their household based upon residency at any time during their membership.~~

~~(b) Corporate partner membership.~~

~~[1] A membership must be purchased by an employee of a participating corporation who has met the requirement of corporate partner as established in a major sponsorship agreement with the Village and approved by the Village.~~

~~[2] Each employee of a participating corporate partner shall receive a rate of \$562.~~

~~[3] A facility fee of \$125 will be charged for each corporate partner membership purchased.~~

~~[4] Individuals who have received a corporate partner membership may upgrade their membership to reflect the number of members of their household based upon residency at any time during their membership.~~

~~(17) Village business rate:~~

~~(a) Anyone working in the Village of Pleasant Prairie will receive the Village resident rate. Proof of employment is required.~~

~~(b) Individuals at the Village business rate may upgrade their membership to include family members at an additional per-person charge based on residency.~~

~~(18) Foster children:~~

~~(a) Foster child annual charges. In an effort to accommodate the short-term placement of foster children and to offer sensitivity to the financial burden assumed by foster families, memberships for a foster child shall be sold as a youth additional membership with dates coinciding with the adult primary in the same household as follows:~~

~~[1] Pleasant Prairie resident: \$122.~~

~~[2] Nonresident: \$122.~~

~~(b) Transferring foster children memberships. Due to the nature of short-term placement of foster children, the Village of Pleasant Prairie will allow transfer of the foster child membership in accordance with the following guidelines:~~

~~[1] When a new child is signed up for the amount of an initial pass and the household credit applied as payment for the second pass, a new card and membership number for the new child is then created.~~

~~[2] The second child will then be signed up for the amount of the initial pass and the household credit applied as payment for the second pass. A new card and membership number for the new child is then created.~~

~~[3] The membership dates for this "floating pass" will remain consistent with the adult primary membership dates, regardless of when the floating pass was assigned or reassigned.~~

~~[4] Each year, at the time of renewal for the household, this pass would also be renewed at the existing annual rate.~~

~~(19) Military personnel on leave. Immediate family members who are in the military and who are not included in a current paid RecPlex membership may use the RecPlex up to 30 days at no charge while on military leave. Military personnel will need to provide military identification and leave papers before a temporary thirty-day membership will be issued.~~

~~(20) Trial membership monthly rate:~~

Type	Fee
Adult	\$90
Adult secondary	\$30
Youth additional	\$25

~~(a) The pass shall be valid 30 days from purchase.~~

~~(b) Only one trial membership during a twelve-month period.~~

~~(c) If the trial membership is converted to an annual membership within one week of expiration, the facility fee will be reduced 50% to \$50.~~

~~(21) Summer membership:~~

~~(a) Three months: \$179.~~

~~(b) Available for individuals ages 14+.~~

~~(c) Under the age of 18 requires the signature of a legal guardian.~~

~~(d) Membership length is 99 days from the date of purchase.~~

~~(e) First calendar day to purchase is May 1.~~

~~(f) Last calendar day to purchase is July 22.~~

~~(22) User group partners:~~

~~(a) A facility user group with at least 10 current RecPlex family memberships may request to become a RecPlex user group partner. Individual members of the user group will receive membership pricing on all programs and services and, if purchased, facility usage. The user group will receive member/partner rental rates, be recognized by RecPlex as a partner, and other defined benefits exclusively reserved for RecPlex user group partners.~~

~~(b) The user group will run one free annual clinic or program approved by RecPlex. The partner user group will recognize and promote RecPlex on its website, printed materials and team apparel. It will communicate and encourage its members to participate in RecPlex programs or purchase RecPlex services.~~

~~(c) To become a user group partner, all participating members of the facility user group must purchase one of the following memberships at the start of their season:~~

~~[1] Corporate/organization family membership with facility usage.~~

~~[2] Youth membership with facility usage (14 years to 18 years of age): \$240.\$250~~

~~[3] Youth membership without facility usage: \$75.~~

~~(23)Membership options. 242~~

~~(a) All current and new basic full-year memberships for residents, nonresidents, seniors, corporate, Village business et al. will be referred to as "Experience Memberships" and include access to a minimum of 30 free group fitness classes per week and other benefits as approved by the Recreation Director, Village Administrator and Village Finance Director.~~

~~(b) A second level, "Exercise Membership," may be added to any Primary, Spouse and Youth (14 years of age and older) Experience Membership for an additional monthly fee of \$50. The "Exercise Membership" level includes free access to all group fitness classes, mind/body, aquatic fitness, trainer-led classes, unlimited tanning per State of Wisconsin guidelines and other benefits as approved by Recreation Director, Village Administrator, and Village Finance Director.~~

~~(c) A third level, "Excellence Membership," may be added to any Primary, Spouse and Youth (18 years of age and older) Experience Membership or Exercise Membership and will include a discounted rate for personal training, based on a six-month commitment. Personal training will be billed at \$48 each session for one time per week and \$44 each session for two times per week, and other benefits as are approved by Recreation Director, Village Administrator, and Village Finance Director.~~

~~(d) Additional adult membership within a household: \$360 annually. "Additional adult" is defined as a nonspouse, non-full-time student, 19 years of age or older; must be related to the primary member and living in the same household. Proof of residency and family relationship required.~~

D. Membership Levels

1. All current and new memberships for residents, nonresidents, seniors, corporate, et al. will be referred to as Basic Individual, Basic Couple, Basic Family I or Basic Family II and include access to the free group fitness classes, fitness center, waterpark, aqua arena, ice arena, fieldhouse, locker rooms, beach (seasonal), Prairie Springs Park amenities (seasonal) and all other benefits as approved by the Recreation Director and Village Administrator and require a 12 month minimum commitment.

2. A second level, Preferred, may be added to any main member, spouse or child age 14 or older, with a Basic Individual, Basic Couple, Basic Family I or Basic Family II Membership type for an additional fee per individual upgrade minimum commitment is required. The Preferred Level includes free access to all paid group fitness classes including mind/body, aquatics fitness, trainer-led,

and unlimited tanning per State of Wisconsin guidelines and other benefits as approved by the Recreation Director and Village Administrator.

3. A third level, VIP, may be added to any main member, spouse or child (some age restrictions may apply and only children 14 and older may participating in any fitness class) with a Basic Individual, Basic Couple, Basic Family I or Basic Family II Membership type for an additional fee per individual upgrade minimum commitment is required. The VIP Level includes free access to all paid group fitness classes including mind/body, aquatics fitness, trainer-led classes (age 14 and over), and unlimited tanning per State of Wisconsin guidelines (age 18 and older), and discounted Personal Training sessions that will be billed once weekly for the number of sessions trained during that period and other benefits as approved by the Recreation Director and Village Administrator.
4. Additional adult is defined as a non-spouse, non-full-time student, 19 years of age or older; must be related to the main member and provide proof of residency in the same household as the main member. Manager approval required and additional fees will be applied.

~~B. Rental rates.~~

~~(1) Rental rates schedule. See 242 Attachment schedule at the end of this chapter.~~

~~(2) (Reserved)~~

~~(3) Deposits required.~~

~~(a) At the time an application is submitted for the rental of the facilities, a refundable deposit is required as follows:~~

~~[1] (Reserved)~~

~~[2] Alcohol deposit: \$250. [9]~~

~~(b) The deposit shall only be refunded upon Village inspection that there are no damages or loss of Village property. Applicants are held responsible for any costs associated with the loss or damage of Village property which may exceed the deposit of \$100.~~

~~(4) Cancellation of rental. If a rental reservation is canceled more than 30 days prior to the scheduled event, the application deposit will be refunded. If the rental reservation is canceled within 30 days prior to the scheduled event, the deposit will be refunded only if the facility is rented during the original time reserved.~~

~~C. Program rates. See attachment. (NOTE: See the LakeView RecPlex Program Fees at the end of this chapter.)~~

~~D.—Program services.~~

~~(1) Personal training. A personal trainer certified and approved to provide personal trainer services within the LakeView RecPlex may only provide personal training. Certified personal trainers approved by the Village of Pleasant Prairie shall function only under contract with the Village of Pleasant Prairie, through the auspices of the Fitness Director of the LakeView RecPlex. Personal training within the LakeView RecPlex by individuals not certified and under contract with the Village of Pleasant Prairie is not permitted. Adult and individual youth rates: See 242 Attachment 6, Program Services Fees, at the end of this chapter.~~

~~(2) Program services fees: See 242 Attachment fee schedule at the end of this chapter.~~

~~(3) Personal training. A personal trainer certified and approved to provide personal trainer services within the LakeView RecPlex may only provide personal training. Certified personal trainers approved by the Village of Pleasant Prairie shall function only under contract with the Village of Pleasant Prairie, through the auspices of the Fitness Director of the LakeView RecPlex. Personal training within LakeView RecPlex by individuals not certified and under contract with the Village of Pleasant Prairie is not permitted. Adult and individual youth rates: See 242 Attachment 6, Program Service Fees, at the end of this chapter.~~

~~(a) (Reserved)~~

~~(b) (Reserved)~~

~~(c) Partner training equals two RecPlex members with one trainer. Personal training packages expire in six months. All sessions are 60 minutes in length. See 242 Attachment 6, Program Service Fees, at the end of this chapter.~~

~~(4) Massage therapy services. Massage therapists must be licensed in accordance with Chapter **225** of the Code of the Village of Pleasant Prairie. Massage therapy rates: See 242 Attachment 6, Program Service Fees, at the end of this chapter.~~

~~E.—(Reserved)~~

~~F.—Birthday party and field trip rates: See 242 Attachment fee schedule at the end of this chapter.~~

~~G.—Child care. Kids Court Child Care is provided for members to use while utilizing the facility. See 242 Attachment 6, Program Service Fees, at the end of this chapter.~~

~~H.—(Reserved)[10]~~

~~I.—Miscellaneous fees.~~

~~(1) NSF check or NSF bank draft (ACH) fee: \$25.~~

~~(2) Collections fee: \$10.~~

~~(3) Program cancellation fee: \$5.~~

~~J. Operating rules. All RecPlex members and patrons utilizing the facilities, programs and services of the Recreation Division are obligated to adhere to the following policies and expectations:~~

~~(1) Respect and be courteous of others at all times.~~

~~(2) Foul language and inappropriate gestures will not be tolerated.~~

~~(3) Physical violence against another individual will warrant police involvement.~~

~~(4) Theft and vandalism will be met with police involvement and arrest.~~

~~(5) Membership cards are nontransferable to family members or friends.~~

~~(6) Abide by general rules and regulations set forth in each division.~~

~~§ 242-10 Ice Arena operation and fees.~~

~~A. Positions.~~

~~(1) (Reserved)~~

~~(2) Learn-to-Skate Staff Coach. This position is designed for the individual interested in teaching ice skating group lessons, as well as coaching private lessons in the facility. The Coach is a Village employee when teaching learn-to-skate lessons. The position may also function independently as a skating coach by contracting with Ice Arena for time to instruct.~~

~~(3) Rink Professionals. This position is designed for the individuals dedicated to coaching private lessons at the professional level and committed to providing quality, personal coaching services to our figure skating customers; they are considered independent contractors.~~

~~(4) Visiting Professionals. This position is designed for the individuals interested in coaching private lessons on an intermittent basis.~~

~~(5) Director of Recreation. This position is responsible for management and operation of Ice Arena.~~

~~B. Ice facility fees.~~

~~(1) Birthday party and field trip rates: See 242 Attachment 5, Birthday Package and Field Trip Fees, at the end of this chapter.~~

~~(2) Rental rates:~~

~~(a) Ice rentals:~~

~~[1] September through March:~~

~~[a] Prime time: \$270/hour per sheet.~~

~~[b] Non-prime time: \$150/hour per sheet. [11]~~

~~[2] April through August:~~

~~[a] Prime time: \$200/hour per sheet.~~

~~[b] Non-prime time: \$150/hour per sheet. [12]~~

~~[3] Prime time: 8:00 a.m. through 10:00 p.m.~~

~~[4] Late night: 12:00 midnight to 6:00 a.m. daily.~~

~~[5] The Recreation Director shall have the authority to establish ice rentals at a market rate when he/she determines that ice is available.~~

~~(b) Storage cage rental (space under bleachers):~~

~~[1] Monthly: \$50.~~

~~[2] Weekend: \$25 (Friday and Saturday night).~~

~~[3] Two nights: \$25 (any two consecutive nights).~~

~~(c) All rental fees are subject to sales tax, which will be added to the above rental rate.~~

~~(d) Event impact fee. Ice Arena reserves the right to charge an event impact fee for special events that require excess staff and or cleaning time. This fee will be noted prior to the beginning of the contracted special event.~~

~~(e) Agreements. All rentals unless otherwise stated will begin with a resurfaced sheet of ice. The Ice Arena charges for block ice, which means the user is responsible for paying hourly rental rate from the time the rental begins until the time the rental ends. Ice resurfacing is included in the hourly charge for consecutive rentals but will detract from your actual ice time.~~

~~(f) Rental cancellation policy:~~

~~[1] Cancellation of ice time. Written notice must be given to cancel an ice rental. An administrative fee of \$25 per slot will be charged for canceling. If canceled 30 days or more before the rental day, the rental group or individual will not be responsible for the full rental fee but will be charged the administrative fee of~~

~~\$25 per slot. If less than 30 days' notice is given, the rental group or individual will be responsible for the administrative fee of \$25 per slot plus the full rental fee if the ice is not rented to another group.~~

~~[2] Rescheduling of ice time. Written notice must be given to reschedule ice rental. An administrative fee of \$25 per slot will be charged for rescheduling with at least a seven-day notice. If less than a seven-day notice is given, the rental group or individual will be charged an administrative fee of \$45 per slot. If the ice is rerented, a fee of \$25 per slot will be assessed.~~

~~(g) Rental adjustment policy. The above rate structure may be adjusted as necessary to meet Ice Arena needs. A minimum of 30 days will be given to contracted users groups prior to adjustment of hourly rental fees.~~

~~(3) Contracted professional skating instructors.~~

~~(a) Guidelines. Only skating professionals approved by Ice Arena staff will be permitted to teach on open freestyle sessions. At the discretion of the Ice Arena Managers, private lessons may be permitted during open skating sessions. Proof of insurance and signed contract must be provided before services can be rendered. All professional skating instructors must pay each month, prior to coaching that month. Visiting professionals must pay prior to each visit.~~

~~(b) Learn-to-Skate Coach: no fee.~~

~~(c) Rink professionals: no fee.~~

~~(4) (Reserved)~~

~~(5) Public skate and family skate. Fees:~~

~~(a) Three and under: free.~~

~~(b) Under 60: \$6.~~

~~(c) Sixty and over: \$5.~~

~~(d) Teen night: \$8.~~

~~(e) Teen lock-in: \$25.~~

~~(6) Skate rental:~~

~~(a) Open skate fee: \$4.~~

~~(b) Program usage per class: \$1.[13]~~

~~C. Program fees. See attachment.~~

~~D. Adult hockey league liquor license. A Class "B" fermented malt beverage liquor license for the sale of beer during adult hockey league programs from 10:00 p.m. to 12:00 midnight is permitted on a one-year trial basis. The sale of beer will only be allowed to adult hockey league participants and will be sold and consumed only in the Ice Arena Party Rooms A and B. The Village Administrator or his designee may at any time cancel said program if a violation occurs.~~

E. RecPlex Fees

1. Day Pass Fees
 - a. See Addendum A for day pass rates
2. Short Term Membership Fees
 - a. See Addendum A for short term membership
3. Program Fees – The RecPlex shall offer recreation programs for all members and non-members to participate. Program fees shall be set to cover all direct and indirect costs and where appropriate, member fees will be discounted from non-member fees. All program fees include all applicable taxes.
 - A. Program cancellation fee – Subject to managerial approval, a processing fee may be applied for any request to cancel less than 7 days prior to the program scheduled start date.
4. Rentals – Both indoor and outdoor rentals shall be made available thru permit to members and non-members at market rate. All rental fees include all applicable taxes.
 - A. A facility impact fee may be applied to those rentals that require extra staff support and/or limit the number of active play areas for members.
 - B. A facility security deposit may be applied to ensure rented area is in the same condition it is found. Security deposits shall be returned once the rented area is found to be free of damage, litter, and personal belongings at the conclusion of the rental.
 - C. A facility deposit may be applied to hold the date and time until payment is required.
 - D. Where applicable, the RecPlex may require a percentage of gate fees during large events.
 - E. Rental cancellation fee – Subject to managerial approval, a processing fee may be applied for any request to cancel less than 30 days prior to the scheduled rental date.
5. Non-sufficient Fees/Collections – Fees will be collected for non-sufficient funds for credit card, checks, and bank draft, and collections. The insufficient funds account will be frozen until all fees are paid. All access to the facility will be denied until the account is returned to an active paid status.

F. Operating Rules/Regulations:

1. RecPlex User Expectations – All RecPlex users utilizing facilities, programs, and services of the Recreation Division are obligated to adhere to the following policies and expectations:

- A. Be respectful and courteous of others at all times
- B. Foul language and inappropriate gestures will not be tolerated
- C. Physical violence against another individual will warrant police involvement and prosecution to the full extent of the law
- D. Theft and vandalism will be met with police involvement and prosecution to the full extent of the law
- E. Membership cards and day pass wristbands are not transferrable to family members or friends
- F. Anyone suspected of being impaired will warrant police involvement
- G. Abide by posted general rules and regulations set forth in each recreation division

If policies and regulations are not followed, any RecPlex user could be warned, suspended from use, or membership terminated. Any user not abiding by the suspension or termination will be seen as trespassing and will warrant police involvement.

- 2. Proper Clothing – All RecPlex users are expected to wear proper clothing, as posted, in all areas and for all uses within the facility. RecPlex users not abiding, could be asked to not come back until proper clothing is worn.
- 3. Minors in Building after Closing Hours – All areas of the facility start to close 15 minutes prior to the close of building. Any minors in the building at closing time, will be asked to contact their rides and be allowed to wait for 30 minutes within the facility with the Manager on Duty. At that time, the minor may be escorted to another part of the facility that is still open or the Police will be notified. Minors that chronically abuse this policy may have their future use suspended/terminated, with parent/guardian being notified.
- 4. No Carry-ins - Bleacher seats may be used but that is the only form of portable chair allowed in the RecPlex facility. Fire exits and pathways must remain clear and portable chairs impede the safe progress of individuals in the event of an emergency. Concessions is offered on both the RecPlex and the Ice Arena side of the facility as well as multiple vending machines for both food and beverage. The expectation is that members and guests are utilizing our concession options. Outside food is prohibited in the facility unless it is approved by management or purchased for volunteers, employees or independent contractors and kept in a specific location accessible only to the specified individuals.
- 5. Facility Usage - The purchase of a membership or day pass is required by all individuals who wish to access the gated areas of the facility. Scan cards and wristbands are not transferable to other individuals and there are penalties up to and including suspension, revocation or being banned from the facility for violating this protocol.
- 6. Child Supervision - Children 13 and under must be supervised by an adult while in the facility. Children under the age of 10 must be accompanied by an adult or dropped off in the Kid's Court childcare area.

G. General:

1. Facility Hours –
 - A. RecPlex regular business hours are:
Monday-Friday: 4:30am – 10:00pm
Saturday: 6:00am – 8:00pm
Sunday: 7:00am – 6:00pm
 - B. At times, the RecPlex will have modified hours for maintenance shutdowns, events, and holidays.
2. Ice Employees/Contracted –
 - A. Learn-to-Skate Staff Coach: this position is designed for the individual interested in teaching ice skating group lessons, as well as coaching private lessons in the facility.
 - B. Rink Professionals: this position is designed for the individuals dedicated to coaching private lessons at the professional level and committed to providing quality, personal coaching services to our figure skating customers; they are considered independent contractors.
3. Certified Personal Training – Only a personal trainer certified and hired to provide personal trainer services within the RecPlex may provide personal training. Certified personal trainers approved by the Village of Pleasant Prairie shall function only under employment with the Village of Pleasant Prairie, through the auspices of the RecPlex. Personal training within the RecPlex by individuals not under employment with the Village of Pleasant Prairie is not permitted. Personal training is defined as providing one on one or small group strength training and services, leading a workout, prompting, and cueing exercises.
4. Specialty Coaches - Specialty coaches may be contracted by the RecPlex to provide camps, clinics, or courses. Only coaches under contract may provide the services for which they are contracted.
5. Program Refund - A full program refund/credit will be given for any request made more than 5 days prior to the scheduled program start date; a processing fee may be applied. A partial refund/credit will be given for any request made less than 5 days prior to the scheduled program start date; a processing fee may be applied.
6. Lost and Found – Non-valuable lost and found will be held on the premises for 72 hours. Items will then be bagged and donated to a local clothing depository. Items such as shampoo, lotion, or other toiletries, undergarments, water bottles, lunch boxes, or perishable items will be thrown out immediately. Items of higher value like electronics, jewelry, wallets, glasses, purses etc. will be secured and we will attempt to contact the individual. The items will be labeled with the date the individual was contacted and the name of the owner. After 30 days, those items will also be discarded.
7. Advertising/Sponsorships/Marketing/Promotions – The RecPlex offers many different opportunities for businesses to advertise or sponsor within the RecPlex and Prairie Springs Park. Anyone wishing to use the RecPlex or Prairie Springs Park as a means to sell/advertise/market their

product/cause/service must secure approval from the RecPlex Marketing & Promotions Division.

8. Alcohol Permit – A permit is required for consuming/possessing alcohol on any Village property. A non-refundable application fee shall be submitted for securing the alcohol permit at time of rental permit. Alcohol permits are subject to approval. No liquor sales are allowed either directly or indirectly. The Village Hall issues a liquor license to sell.
9. Smoke/Vape Free Facility – The RecPlex is a smoke/vape free facility.
10. Event Marshalling - All event rentals are required to provide an Event Marshall per the RecPlex Emergency Action Plan. A RecPlex representative will provide the procedures at the beginning of the event that is to be followed throughout the duration of the event. Event marshalling non-compliance may result in a fine and future RecPlex rental use denied.
11. No Cameras in Locker Rooms – For the safety and privacy of all locker room users, there shall be no camera/video use in locker rooms. Anyone found to be violating this, will be asked to leave and their future use could be terminated.
12. Froggy's Landing/Lake Andrea – The gated area known as Froggy's Landing is the only designated swimming area on Lake Andrea. Life guards will be on duty during posted hours of operation only during the beach season from Memorial Day to Labor Day. Access to the Beach is included with a RecPlex Membership. Annual or beach day passes are also available for purchase. The Director of Recreation or designee reserve the right to close the beach due to unsafe weather conditions or temperatures at or below 60 degrees.

Passed and adopted this ____ day of August, 2019.

John P. Steinbrink, President

Attest:

Jane C. Snell, Clerk

Posted: _____

Addendum A					
Membership fees					
Paid in Full 1 year	Non-Resident		ACH Membership Options		
Basic Individual	\$708.00		Monthly bank draft 1 year	Non-Resident	
Basic Couple	\$944.00		Basic Individual	\$61.00	
Basic Family I	\$968.00		Basic Couple	\$80.67	
Basic Family II	\$1,164.00		Basic Family I	\$82.67	
			Basic Family II	\$99.00	
Discount Options					
PIF					
Resident	Corporate	Corporate Partner	Senior Resident	Senior Non-Resident	Employee
\$660.00	\$639.00	\$573.96	\$500.04	\$543.00	\$561.96
\$896.00	\$875.00	\$809.96	\$736.04	\$779.00	\$797.96
\$920.00	\$899.00	\$833.96	\$760.04	\$803.00	\$821.96
\$1,116.00	\$1,095.00	\$1,029.96	\$956.04	\$999.00	\$1,017.96
Discount Per Year					
Resident	Corporate	Corporate Partner	Senior Resident	Senior Non-Resident	Employee
\$48.00	\$69.00	\$134.04	\$207.96	\$165.00	\$146.04
ACH					
Resident	Corporate	Corporate Partner	Senior Resident	Senior Non-Resident	Employee
\$57.00	\$55.25	\$49.83	\$43.67	\$47.25	\$48.83
\$76.67	\$74.92	\$69.50	\$63.34	\$66.92	\$68.50
\$78.67	\$76.92	\$71.50	\$65.34	\$68.92	\$70.50
\$95.00	\$93.25	\$87.83	\$81.67	\$85.25	\$86.83
Discount Per Month					
Resident	Corporate	Corporate Partner	Senior Resident	Senior Non-Resident	Employee
\$4.00	\$5.75	\$11.17	\$17.33	\$13.75	\$12.17
Short term Membership Fees			Day Pass Rates		
One-week trial membership:	\$40 per person.		Senior day pass (age 60 and above):	\$5 daily	
One Month Trail membership:	\$90 per person		Youth/disabled adult day pass (age 2-13):	\$8 daily	
30 Day Military (must provide leave papers to qualify):	\$0		Adult Village resident/guest of RecPlex member (age 14-59):	\$11 daily	
3 Month Senior (age 60+):	\$150		Adult Non-Resident RecPlex day pass (age 14-59):	\$15 daily	
6 Month Senior (age 60+):	\$295		Family day pass:*	\$35 daily	
Student 4 Month (must provide proof of 12 credits):	\$185		Add guest of family* pass purchaser:	\$8 daily	
99 Days of Summer:	\$185 (discounted promo special \$110)				
		*Up to four people from the same household:			
		Two adults and two children or one adult with three children.			
		Children must be legal dependents of at least one of the participating adults:			

Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Ordinances of Business and considered at this point on the agenda.)

- 1) Consider approval of the Intergovernmental Agreement regarding State Highway 50 with City of Kenosha and Wisconsin Department of Transportation.
- 2) Consider approval of The Cottages at Village Green Letter of Credit Reduction, Phase 1, Request No. 7.
- 3) Consider approval of The Cottages at Village Green Letter of Credit Reduction, Phase 2, Request No. 5.
- 4) Minutes of Meeting – July 15, 2019

MEMORANDUM

To: Village President and Trustees
From: Nathan R. Thiel
Date: August 5, 2019
Re: State Highway 50 Memorandum of Understanding



Office of the Village Administrator

Before the Board is a Memorandum of Understanding (MOU) outlining the responsibilities of the Wisconsin Department of Transportation (DOT), the City of Kenosha, and the Village of Pleasant Prairie regarding the reconstruction of State Highway 50 (STH 50) from the Interstate 94/41 to 43rd Avenue.

A simplified version of this MOU was The Village Board already as Resolution 19-09 back on April 1, 2019. However, the City requested a more formal document, and for this purpose this issue is again before the Board on the consent agenda. There are no new substantive changes to the agreement as were presented back in April. For the benefit, of the Board the responsibilities of the Village are:

1. Acquisition and purchase of 109th Avenue - south of STH 50
2. Payment of \$1,500,000 to DOT as the local contribution to the project
3. Reimburse real estate acquisition receipt provided by the City up to \$900,000, with exception of any ROW acquisition for property owned by City of Kenosha entities (ie: City of Kenosha, Kenosha Water Utility, etc.)
4. Future maintenance 75th Street both east and west bound road sections from 43rd Avenue to 52nd Avenue

I would remind the Board, the commitment of \$900,000 reimbursing the City for land acquisition replaced another equivalent financial obligation the Village had in the original state municipal agreement.

The MOU before you does have additional clarifying language that requires the City to submit reimbursement requests in groups or batches to limit the Villages need to reconcile their requests. The Village has also committed to make payment of \$1.5M to DOT by Dec 31, 2020, upon completion of the local road portion of the project.

INTERGOVERNMENTAL AGREEMENT
REGARDING THE RECONSTRUCTION OF STATE HIGHWAY 50

By and Between

THE CITY OF KENOSHA, WISCONSIN,

THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN,

And

THE STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

WHEREAS, the State of Wisconsin Department of Transportation (“WisDOT”) is reconstructing State Highway 50 from Interstate Highway 94 to 43rd Avenue (“Highway 50 Project”);

WHEREAS, this project is a significant public investment, estimated to exceed \$87M, and will benefit all parties by improving access to the commercial districts of both the City of Kenosha (“City”) and Village of Pleasant Prairie (“Village”), reducing traffic congestion, and upgrading traffic safety; and,

WHEREAS, the City and WisDOT entered into agreements in December of 2010 entitled “State/Municipal Agreement for a Highway Improvement Project,” “Connecting Highway Change Agreement # Pertaining to STH 50, STH 50 on 75th Street From 43rd Avenue to Roosevelt Road, STH 50 on Roosevelt Road from 75th Street to 63rd Street, STH 50 on 63rd Street from Roosevelt Road to STH 32, City of Kenosha, Kenosha County,” and “Jurisdictional Transfer Agreement Pertaining to STH 50, STH 50 (75th Street) From STH 31 to 43rd Avenue, City of Kenosha, Kenosha County” (collectively referred to as “Prior Agreements”) all of which were related to the reconstruction of State Highway 50; and,

WHEREAS, portions of State Highway 50 lie in the City and portions lie in the Village resulting in a need to determine future maintenance responsibilities of portions of State Highway 50; and,

WHEREAS, the Highway 50 Project necessitates the construction of access roads at 74th Street north of State Highway 50 between the jug handle and 60th Avenue and 109th Avenue south of State Highway 50 as well as a private drive north of State Highway 50 at the 109th Avenue intersection as more particularly depicted in the plan attached hereto as Exhibits A and B; and,

WHEREAS, the construction of the access roads will require acquisition of real estate; and,

WHEREAS, the Village frontage road improvement expense commitment is estimated to be \$838,443 for the installation of 109th Avenue south of STH 50; and,

WHEREAS, the new terms negotiated by the City dissolved the Village’s frontage road improvement expense commitment in exchange for assisting the City with right-of-way acquisition costs within the City; and

WHEREAS, Section 66.0301, Wis.Stats. authorizes municipalities to contract for the joint exercise of any power or duty required or authorized by statute and the parties hereto recognize that intergovernmental cooperation provides for the best delivery of high quality and efficient services to the public;

NOW, THEREFORE, in consideration of the mutual promises, understandings, agreements and undertakings herein set forth, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. **WisDOT Responsibilities.** WisDOT shall be responsible for constructing and paying for the entire construction cost, including sidewalk, lighting, and landscaping, of the following:

- A. the main line of State Highway 50;
- B. the 74th St. access road north of State Highway 50 between the jug handle and 60th Ave.;
- C. the 109th Avenue south of State Highway 50; and
- D. a private drive north of State Highway 50 at the intersection of 109th Avenue.

2. **City Responsibilities.** City shall be responsible for:

- A. the acquisition and purchase of real estate necessary for the 74th Street access road;
- B. the assumption of the ownership and maintenance of 75th Street from the eastern edge of State Highway 31 east to western edge of 52nd Avenue and from the western edge of 43rd Avenue east to State Highway 32;
- C. the negotiation, construction and maintenance of the public street should the property owners adjacent to the private drive north of State Highway 50 at the intersection of 109th Avenue desire a public street; and
- D. the provision to the Village reimbursement submission requests documenting all right of way land acquisition for the project with a detailed summary report and copies of cut checks, said requests shall include as many property acquisitions as practical in a group submittal to limit the need to track, monitor, and reconcile between municipalities.

3. **Village Responsibilities.** Village shall be responsible for:

- A. the acquisition and purchase of real estate necessary for 109th Avenue south of State Highway 50;
- B. the payment of \$1,500,000 to WisDOT by December 31, 2020, to be utilized for the construction of the mainline of State Highway 50;
- C. the reimbursement to the City for any real estate acquisition made as a part of the Highway 50 Project
 - i. total reimbursement expenses shall not exceed \$900,000,
 - ii. Village shall not be responsible to reimburse City for any real estate purchased for right of way purposes that is owned by City entities including, but not limited to, the Kenosha Water Utility,
 - iii. Village shall reimburse the City no later than the end of the budget year following the year the City incurred the expense; and
- D. the assumption of the ownership and maintenance of 75th Street from the western edge of 52nd Avenue east to western edge of 43rd Avenue.

4. **Impact on Prior Agreements.** To the extent the terms of this Agreement differ from the terms of the Prior Agreements (as referenced in third Whereas clause above), WisDOT, the City and the Village agree

that this Agreement amends those Prior Agreements and any such terms as amended herein shall be controlling.

5. **No Third-Party Beneficiary.** This Agreement is intended to be solely between the parties hereto and their respective successors and assigns. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.

6. **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original.

7. **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

8. **The Agreement of the Parties.** . The parties hereto incorporate by this reference all of the terms of the December 2010 Prior Agreements referenced in the third Whereas clause above. Further, the parties hereto agree that to the extent the terms of this Agreement are inconsistent with any of the terms of those Prior Agreements, this Agreement amends and/or modifies any and all such terms of the December 2010 Prior Agreements referenced in the third Whereas clause above, and further agree that those terms, as amended and/or modified herein, control.

9. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10. **Law Governing.** The interpretation of this Agreement will be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

11. **Severability.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

12. **Draftsman.** This Agreement is a result of an arm's-length negotiation and in resolving any ambiguity in this Agreement, none of the parties hereto shall be deemed to have been the draftsman hereof and neither party has any rights under such doctrine.

13. **Amend in Writing.** This Agreement cannot be amended, changed, altered, or modified except in a writing signed by a duly authorized representative of each of the Parties hereto.

14. **Waiver.** No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance or particulars be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.

15. **Notice.** Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or

such address as the parties may indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

- | | |
|-------------------|---|
| A. If to City: | Director of Public Works
625 52nd St., Room 305
Kenosha, WI 53140 |
| With a copy to: | City Attorney
625 52nd St., Room 201
Kenosha, WI 53140 |
| B. If to Village: | Village Engineer
9915 39th Ave.
Pleasant Prairie, WI 53158 |
| C. If to WisDOT: | SE Region Director
141 NW Barstow St.
Waukesha, WI 53187 |

16. Representation of Authority to Enter Into Agreement. Each of the undersigned hereby represents and warrants that: (A) he/she has all requisite power and authority to execute this Agreement; (B) the execution and delivery of this Agreement by him/her, and the performance of its items thereby have been duly and validly authorized and approved by all requisite action required by law; and (C) this Agreement constitutes a valid and binding agreement of the undersigned governmental entity he/she represents, and is enforceable against each such governmental entity in accordance with the terms of the Agreement.

Signature pages follow

IN WITNESS THEREOF, this Agreement has been executed on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY: _____
John M. Antaramian, Mayor

DATE: _____

BY: _____
Debra L. Salas, City Clerk/Treasurer

DATE: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2019, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer, of the City Of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that he/she executed the foregoing instrument as such officer of said corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, State of WI
My Commission is permanent/expires: _____

BY: _____
John P. Steinbrink, Village President

BY: _____
Jane C. Snell, Village Clerk

Print Name: _____
 Notary Public, Kenosha County, State of WI
 My Commission is permanent/expires: _____

IN WITNESS THEREOF, this Agreement has been executed on the dates below given.

WisDOT,

BY: _____
Dewayne Johnson, Director

DATE: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2019, _____
_____ to me known to be such person, and acknowledged to me that he/she
executed the foregoing instrument.

Print Name: _____
Notary Public, Kenosha County, State of WI
My Commission is permanent/expires: _____

2

2

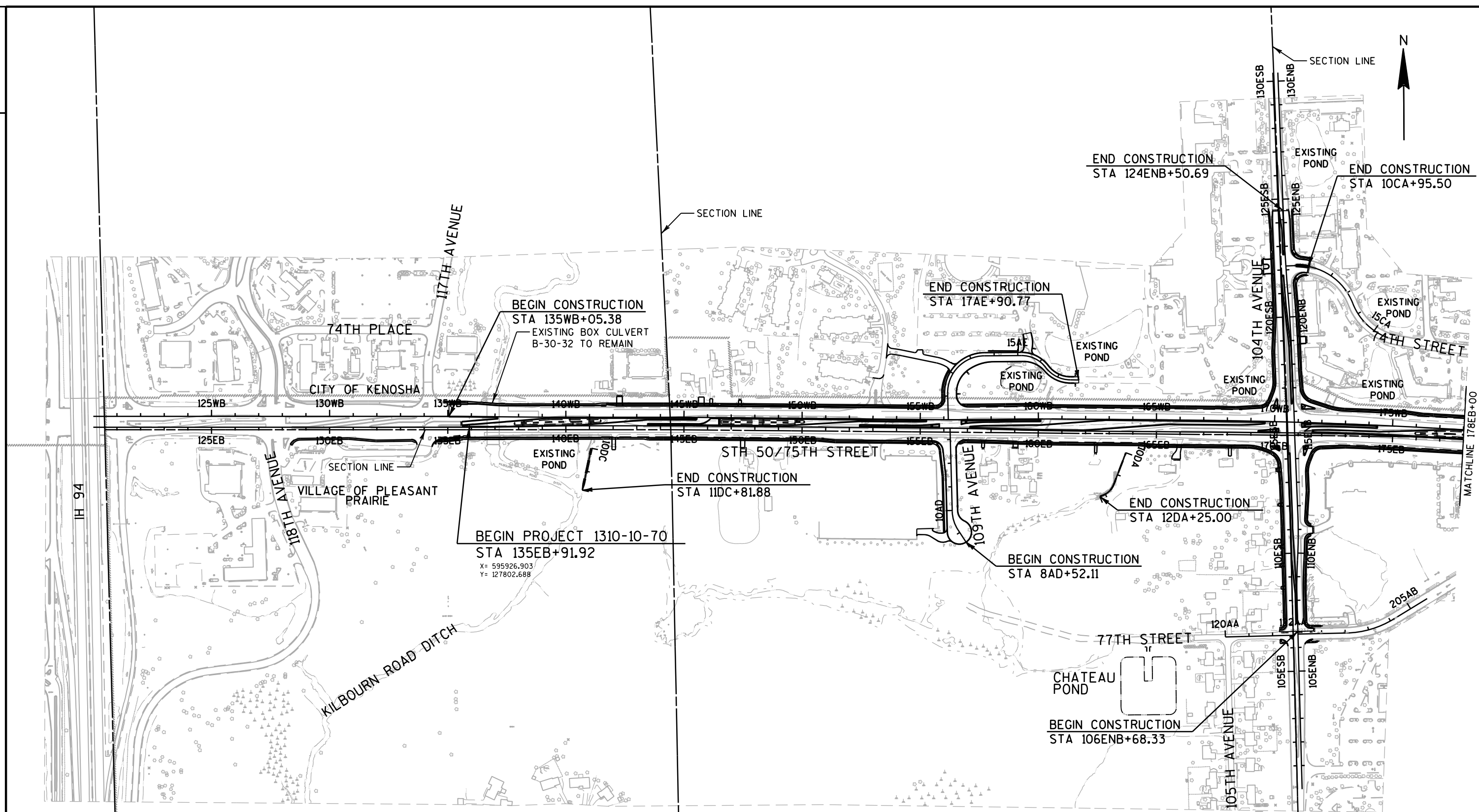


EXHIBIT A

(1 OF 5)

PROJECT NO:1310-10-70	HWY:STH 50	COUNTY:KENOSHA	PROJECT OVERVIEW	SHEET
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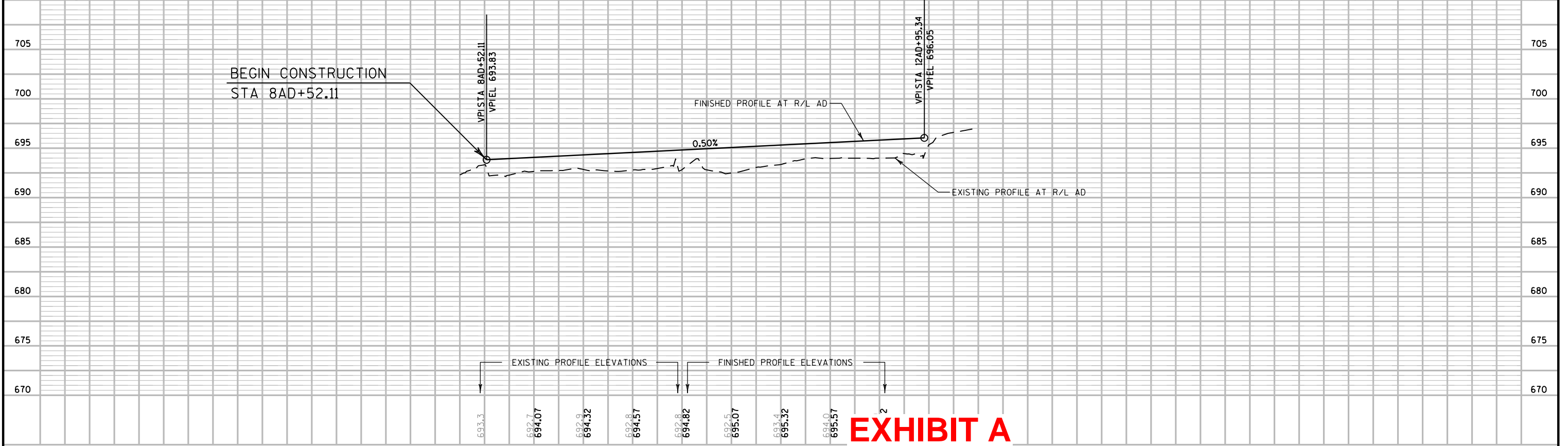
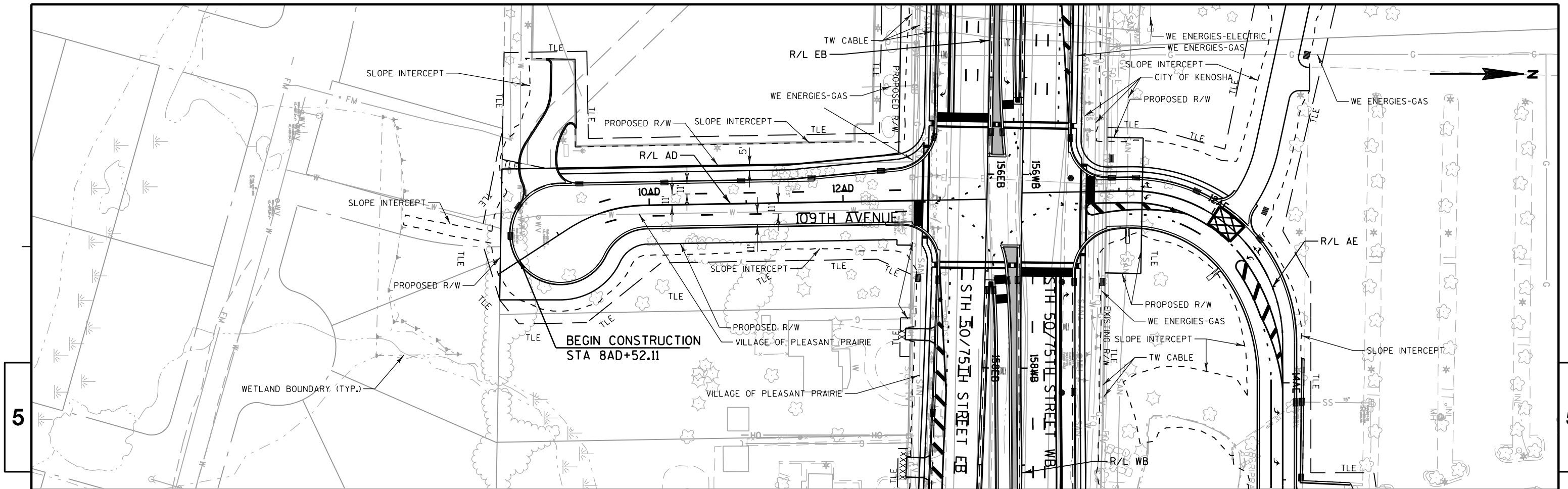
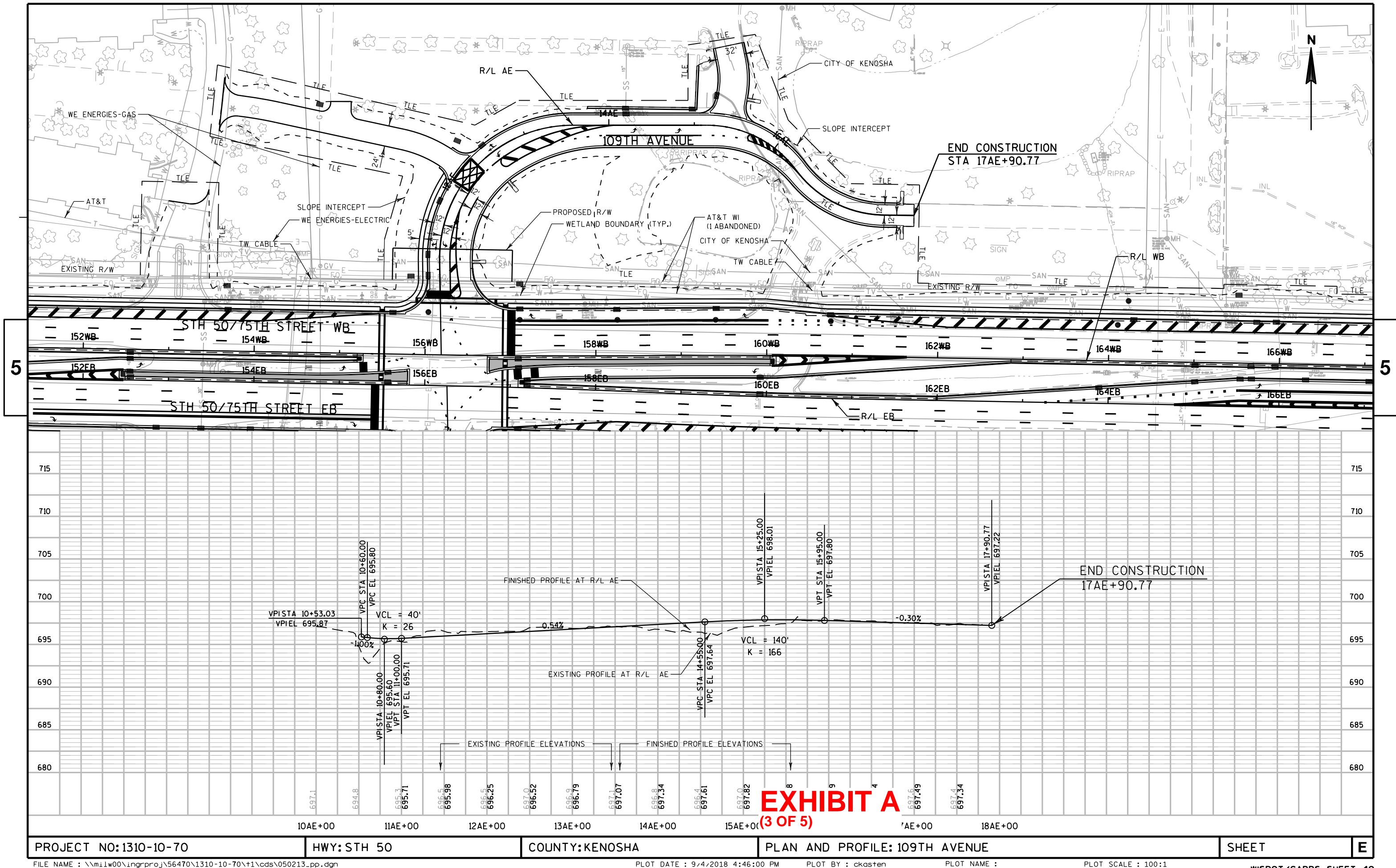


EXHIBIT A
(2 OF 5)



PROJECT NO: 1310-10-70

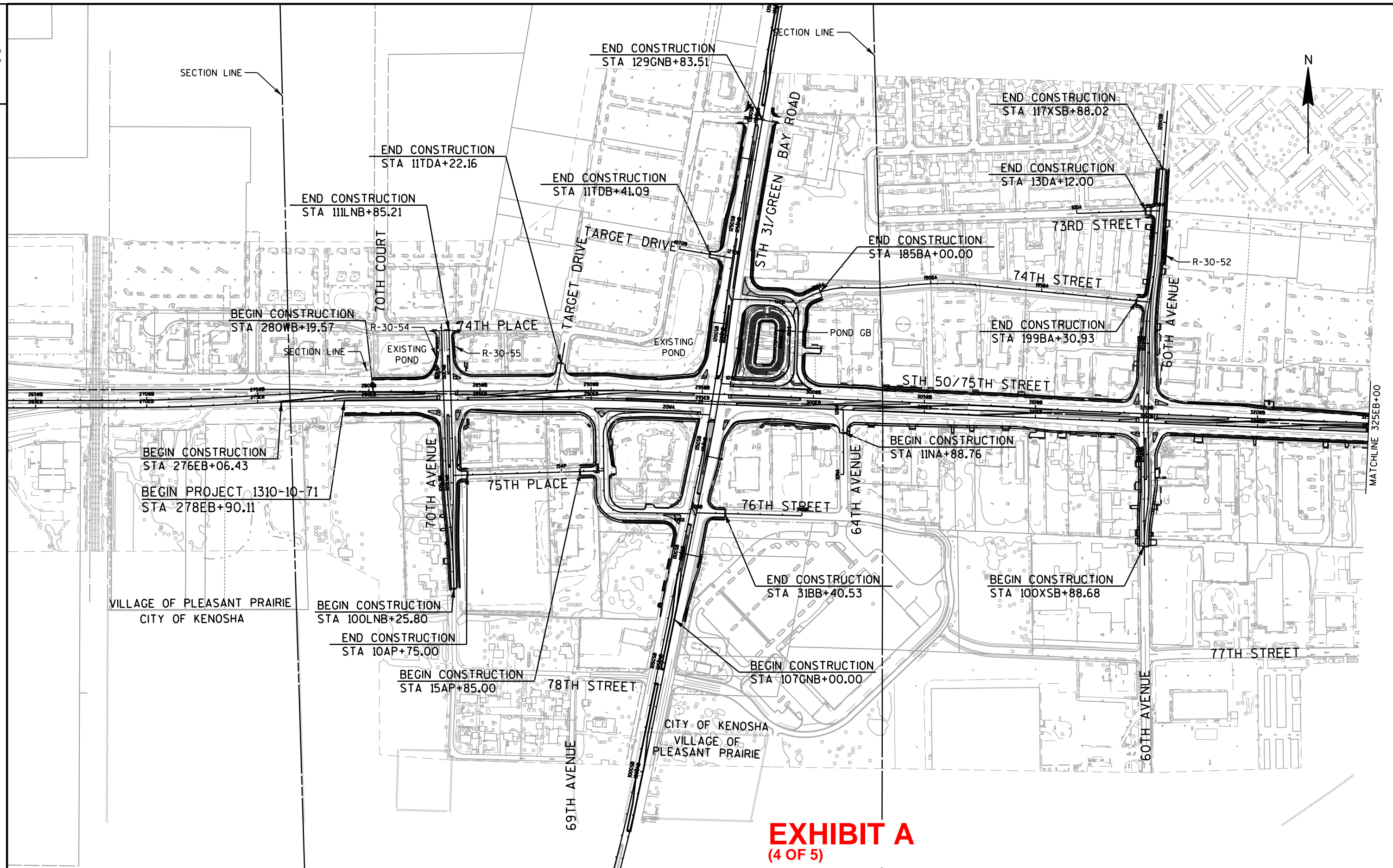
HWY: STH 50

COUNTY: KENOSHA

PLAN AND PROFILE: 109TH AVENUE

SHEET

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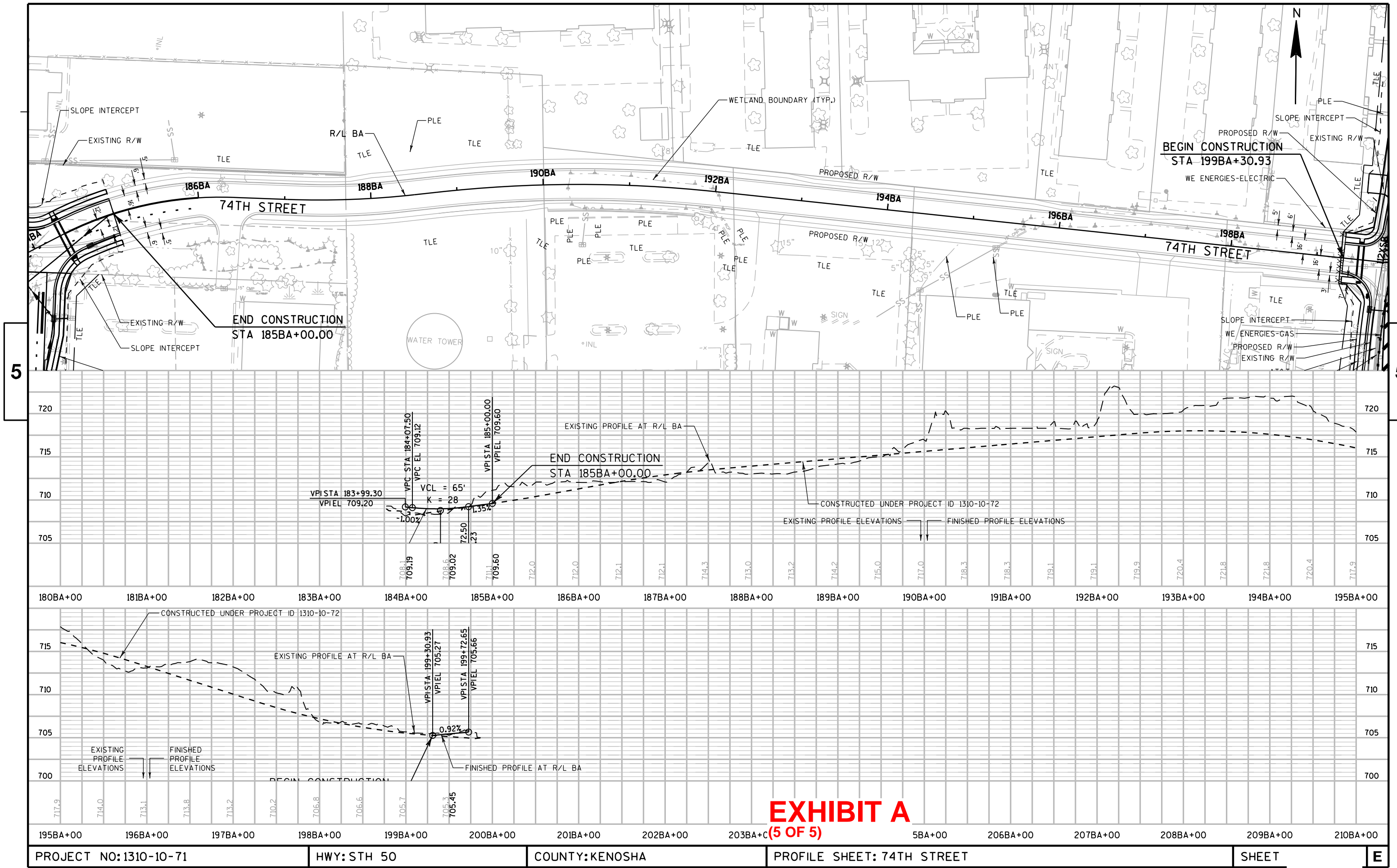
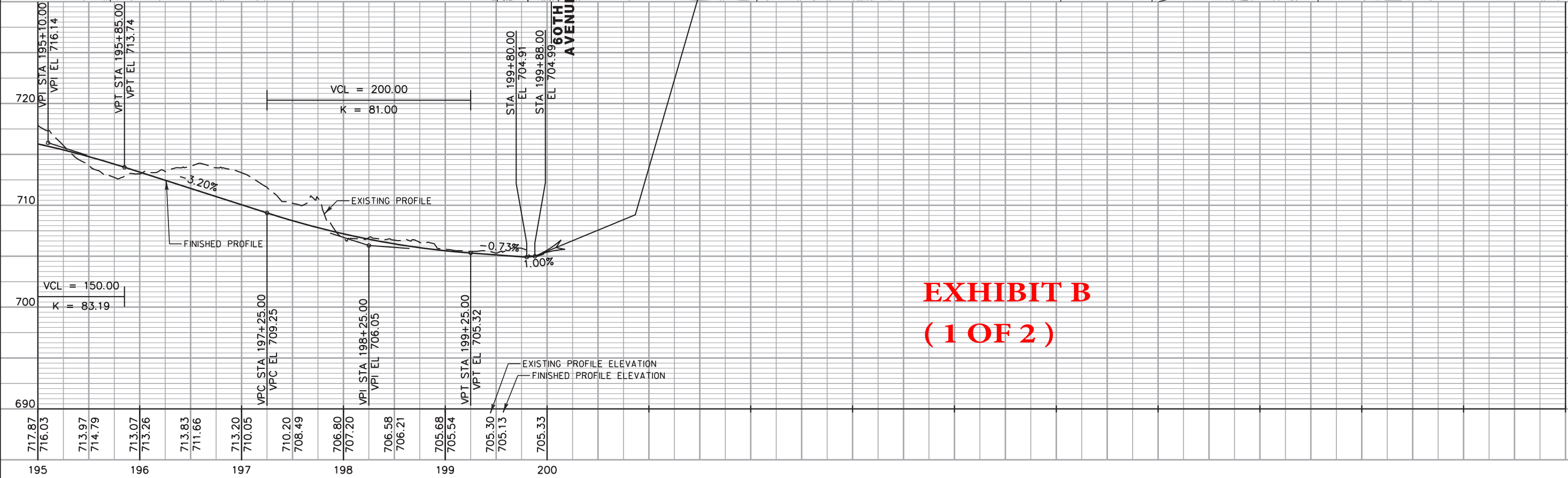
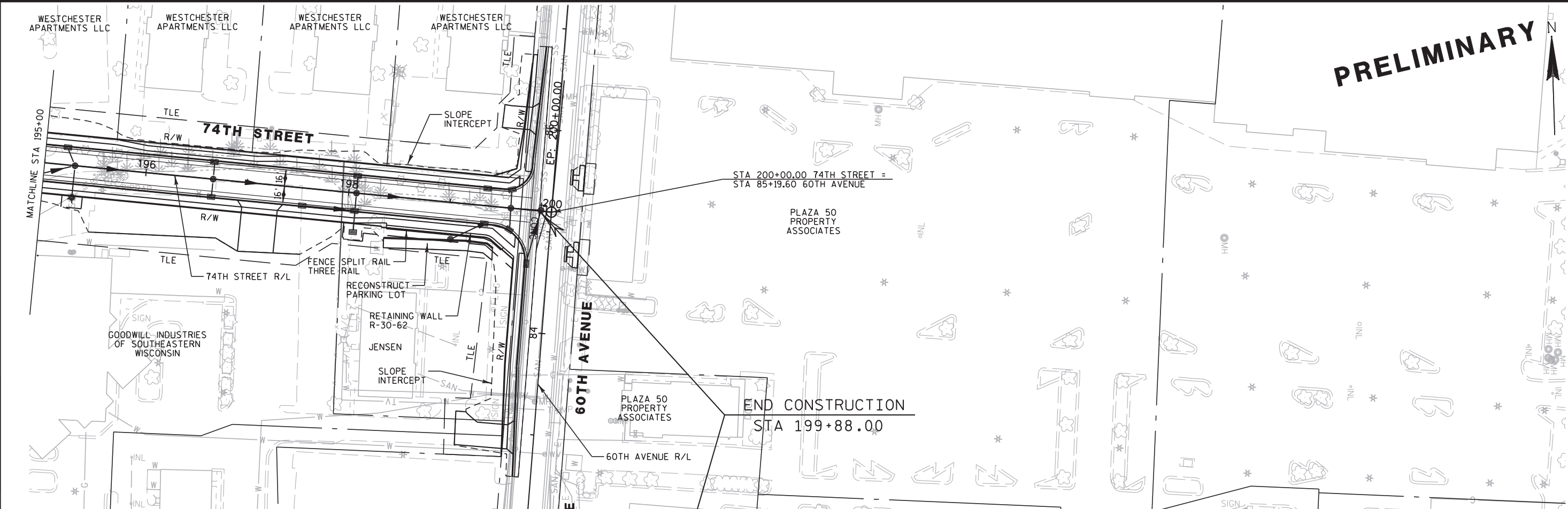
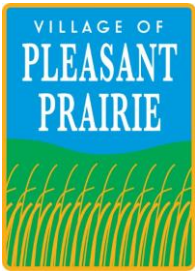


EXHIBIT A
(5 OF 5)

5

5





MEMORANDUM

To: Village Board of Trustees

From: John Steinbrink, Jr., P.E., Director of Public Works

Subject: The Cottages at Village Green Letter of Credit Reduction Request No. 7

Date: July 18, 2019

The Village has conducted a review of the Letter of Credit Reduction for Public Improvements at the Cottages at Village Green and recommends approval of reduction in the subdivision letter of credit based on review of project progress and the following considerations:

- Current posted security
- Work Completed to date and conformance to plans and specifications
- Field visits by Village of Pleasant Prairie Staff, Inspection reports/Engineer's report, if applicable
- Estimated costs of work remaining

Village Construction Inspection staff have reviewed the request and based on inspection of the site and the construction observation reports, I am recommending reduction as follows to the letter of credit:

Letter of Credit Balance as of July 17, 2019	\$224,512.32
Estimated Balance to Complete Project	\$103,064.83
Retainage held for Reduction #7	\$2,421.10
Total Retainage of Public Improvement held to date	\$2,421.10
Value of LOC to hold	202,722.42
Letter of Credit Reduction Recommended	\$21,789.90

Based on the review of the criteria, the proposed improvements meet the requirements of the Village and a letter of credit reduction request is warranted and recommended.

Worksheet Summary		
ORIGINAL Letter of Credit (LOC) Amount		\$1,577,815.30
Total LOC reduction		\$1,375,092.89
CURRENT LOC BALANCE AFTER THIS REDUCTION		\$202,722.42
Developer's Requested Reduction Amount		\$24,211.00
Total Payout to developer this application		\$21,789.90
Total Retainage held this application		\$ (2,421.10)

Responsible Party	Construction Item	STATUS	Original Cost Estimate	#1	#2	#3	#4	#5	#6	#7	Construction TO-DATE	BALANCE of LOC held
Reesman's Excavating	Public Sanitary Sewer	Partial Reduction	\$223,492.50	\$98,024.00	\$96,717.00	\$10,191.00			\$18,560.50		\$223,492.50	\$0.00
Reesman's Excavating	Public Water	Partial Reduction	\$199,334.50	\$50,463.30	\$123,599.20	\$1,975.00			\$23,297.00		\$199,334.50	\$0.00
Reesman's Excavating	Public Storm Sewer	No Reduction Requested	\$233,346.00	\$71,742.75	\$134,273.00	\$3,364.80		\$1,193.50	\$22,771.50		\$233,345.55	\$0.45
Reesman's Excavating	Public Roadway	No Reduction Requested	\$249,100.00	(\$78,236.00)	\$38,720.00			\$98,505.00	\$108,207.00	\$24,211.00	\$191,407.00	\$57,693.00
Reesman's Excavating	Public Grading work	No Reduction Requested	\$207,132.75	\$82,593.65	\$33,563.70	\$63,878.00		\$27,139.00	(\$41.60)		\$207,132.75	\$0.00
Village DPW	Sanitary Sewer Cleaning and Televising Estimate	No Reduction Requested	\$3,921.75						\$3,921.75		\$3,921.75	\$0.00
Village DPW	Storm Sewer catch basin cleaning and televising Estimate	No Reduction Requested	\$8,777.25						\$8,777.25		\$8,777.25	\$0.00
Village DPW	Street Signage	No Reduction Requested	\$4,000.00						\$4,000.00		\$4,000.00	\$0.00
Village DPW	Village Inspections and Construction Services	No Reduction Requested	\$155,000.00	\$4,466.25			\$32,030.25		\$105,890.62		\$142,387.12	\$12,612.88
WeEnergies	Street lights	No Reduction Requested	\$14,150.05					\$14,150.05			\$14,150.05	\$0.00
Breezy Hill	Landscaping Public Street Trees	No Reduction Requested	\$32,758.50								\$0.00	\$32,758.50
NMB	Engineering Consultant (NMB)		\$41,000.00	\$7,975.75	\$13,714.25	\$7,457.00		\$853.75	\$10,999.25		\$41,000.00	\$0.00
	Construction Cost Estimate		\$1,372,013.30									
	Contingency 15%	No Reduction Requested	\$205,802.00	\$48,570.16	\$26,580.00	\$4,822.50			\$28,592.85		\$108,565.51	\$97,236.49
TOTAL			\$1,577,815.30	\$285,599.86	\$467,167.15	\$91,688.30	\$32,030.25	\$141,841.30	\$334,976.12	\$24,211.00	\$1,377,513.98	\$200,301.32

DISBURSEMENT/REDUCTION		#1	#2	#3	#4	#5				Dispersments TO-DATE	BALANCE of LOC held
TOTAL		\$1,577,815.30	\$285,599.86	\$467,167.15	\$91,688.30	\$32,030.25	\$141,841.30	\$334,976.12	\$24,211.00	\$1,377,513.98	\$200,301.32
RETENTION (to be held until warrants expires)	10%		\$ (47,289.86)	\$ (66,088.07)	\$ -	\$ -	\$ (14,184.13)	\$ 127,562.06	\$ (2,421.10)	\$ (2,421.10)	\$ 2,421.10
Disbursment amount			\$238,310.00	\$401,079.08	\$91,688.30	\$32,030.25	\$127,657.17	\$462,538.18	\$21,789.90	\$890,764.80	\$202,722.42

Change Orders (SUPPLEMENT)											
ADDITIONAL GRADING - EASTERN PROPERTY		\$ 7,426.00									
CUT SWALE AT LOT 34/345		\$ 1,200.00									
6" TOPSOIL, SEED FERTILIZE & EROSION MAT						\$ 17,508.40					
SILT FENCE		\$ 700.00									
24"X30" RECTANGLE CATCH BASIN		\$ 4,270.00									
12" RCP - ADD CB 31/32		\$ 1,150.00									
15" RCP W/GRANULAR BACKFILL			\$ 6,132.00								
BID BOND		\$ 10,600.00									
RECONSTRUCT SANITARY MANHOLES		\$ 9,555.00									
4" ADDITIONAL BASECOURSE ON ROAD			\$ 20,448.00								
CONCRETE ROAD, C&G & ASPHALT SPRING 2018						\$ 22,000.00					
ADDITIONAL POND DREDGING				\$ 10,125.00							
Net dispersment after change orders		\$1,577,815.30	\$273,211.00	\$427,659.08	\$101,813.30	\$32,030.25	\$167,165.57			\$890,764.80	\$202,722.42

GLEMBOCKI CONCRETE

LOC PI

33911 Geneva Road
Burlington, WI 53105
262-537-2187

DOUGLAS HENT DEVELOPMENT

4761, 4763, 4748, 4746 N COTTAGE

PLEASANT PRAIRIE WISC.

DESCRIPTION	AMOUNT
CITY WALK: 52'x5'x5"	\$1430 ⁰⁰
CITY WALK: 82'x5'x6"	\$2460 ⁰⁰
CITY APPROACH: 82'x6'x6"	\$2952 ⁰⁰
	<hr/>
	\$6842 ⁰⁰
Company <u>TCVG</u> <u>6/17/19</u>	
Job / Dept _____	
Cost Code <u>13000</u>	
Pd _____ Ck# _____	
<hr/>	
Thank You!	TOTAL \$6842 ⁰⁰

BILLED
6-11-19

GLEMBOCKI CONCRETE

LOC PI

33911 Geneva Road
Burlington, WI 53105
262-537-2187

DOUGLAS KENT DEVELOPMENT

4715, 4717, S COTTAGE

PLEASANT PRADERE WESL

INVOICE # 1906 (1) / 1906 (2)

DESCRIPTION	AMOUNT
CITY WALK: 39'x5'x6"	1170 ⁰⁰
CITY WALK: 180'x5'x5"	4950 ⁰⁰
CITY: APPROACHES: 42'x6'x6"	1512 ⁰⁰
CITY: WHEELCHAIR RAMP 14'x6'x6"	522 ⁰⁰
DETECTABLE WHEEL CHAIR RAMP	325 ⁰⁰
EXTRA LOAD OF GRAVEL	500 ⁰⁰
	<hr/> 8979 ⁰⁰

Company TCVG 6/24/19
Job / Dept 112
Cost Code 30000
Pd _____ Ck# _____

BEUL
6-22-19

each
4,489.50

Thank You!

TOTAL

8979

GLEMBOCKI CONCRETE

33911 Geneva Road
Burlington, WI 53105
262-537-2187

LOC PI

DOUGLAS KENT DEVELOPMENT
9967 46TH CT LOT 29
PLEASANT PRairie WIS.

DESCRIPTION	AMOUNT
CITY WALK: 20' x 5' x 6"	600 ⁰⁰
CITY WALK: 195' x 5' x 5"	5362 ⁵⁰
CITY APPROACH: 21'6" x 6' x 6"	774 ⁰⁰
CITY WHEELCHAIR RAMP 7' x 6' x 6" 7' x 6' x 6"	504 ⁰⁰
2 DETECTABLE WHEELCHAIR PADS	650 ⁰⁰
EXTRA LOAD OF GRAVEL	500 ⁰⁰
	8390 ⁵⁰

Company TC
Job / Dept PI
Cost Code T 3000
Pd _____ Ck# _____

BILLED
7-2-19

Thank You!

TOTAL

8390⁵⁰

FULL LIEN WAIVER

Contractor: Glenbacki Concrete Inc.

Property Address: The Cottages at Village Green

County: Kenosha Phase I - Public Improvements
Partial Work Completed per
attached invoices.

Property Owner(s): The Cottages at Village Green LLC \$ 24,211.00

For value received, Contractor hereby waives and relinquishes all rights and claims Contractor now has or may have for lien on land and/or buildings about to be, being, or already erected, altered or repaired and to the appurtenances to the above Property for all labor performed and materials furnished. Further, Contractor acknowledges all work is complete and no future payment is due.

07/08/2019

Date

GLENBACKI CONCRETE INC.

Contractor Name

William M Glenbacki

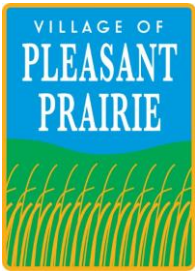
Signature

WILLIAM M GLENBACKI

Print Name

OWNER

Title



MEMORANDUM

To: Village Board of Trustees

From: John Steinbrink, Jr., P.E., Director of Public Works

Subject: The Cottages at Village Green Phase 2 Letter of Credit Reduction Request No. 5

Date: July 24, 2019

The Village has conducted a review of the Letter of Credit Reduction for Public Improvements at the Cottages at Village Green and recommends approval of reduction in the subdivision letter of credit based on review of project progress and the following considerations:

- Current posted security
- Work Completed to date and conformance to plans and specifications
- Field visits by Village of Pleasant Prairie Staff, Inspection reports/Engineer's report, if applicable
- Estimated costs of work remaining

Village Construction Inspection staff have reviewed the request and based on inspection of the site and the construction observation reports, I am recommending reduction as follows to the letter of credit:

Letter of Credit Balance as of May 10, 2019	\$1,074,772.28
Estimated Balance to Complete Project	\$336,742.14
Retainage held for Reduction #5	\$0.00
Total Retainage of Public Improvement held to date.	\$59,425.48
Value of LOC to hold	\$677,734.46
Letter of Credit Reduction Recommended	\$397,037.83

Based on the review of the criteria, the proposed improvements meet the requirements of the Village and a letter of credit reduction request is warranted and recommended.

Worksheet Summary	
ORIGINAL Letter of Credit (LOC) Amount	\$2,176,863.26
Total LOC reduction	\$1,102,090.98
CURRENT LOC BALANCE AFTER THIS REDUCTION	\$677,734.46
Developer's Requested Reduction Amount	\$397,037.83
Total Payout to developer this application	\$397,037.83
Total Retainage held this application	\$ -

Responsible Party	Construction Item	STATUS	Draw Date	3/11/19	4/2/19	5/10/19	6/7/19	7/22/19	Construction TO-DATE	BALANCE of LOC held
			Original Cost Estimate	#1	#2	#3	#4	#5		
Reesman's Exc&Gr	Sanitary Sewer	Partial Reduction	\$146,350.00	\$100,555.50	\$4,670.60	\$25,115.00	\$9,900.00	\$6,108.90	\$146,350.00	\$0.00
Reesman's Exc&Gr	Watermain	Partial Reduction	\$319,033.00	\$17,160.00	\$195,670.75	\$104,430.40	\$1,771.85		\$319,033.00	\$0.00
Reesman's Exc&Gr	Storm Sewer	Partial Reduction	\$287,315.00		\$91,427.70	\$190,225.10	\$4,534.00		\$286,186.80	\$1,128.20
Reesman's Exc&Gr	Public Grading/Roadway	Partial Reduction	\$915,564.41	\$100,250.00	\$26,381.00	\$97,545.00	\$142,510.68	\$356,794.55	\$723,481.22	\$192,083.19
Village DPW	Sanitary Sewer & Storm Cleaning and Televising Estimate	No Reduction Requested	\$10,000.00						\$0.00	\$10,000.00
Village DPW	Street signage - Village of Pleasant Prairie	No Reduction Requested	\$4,000.00						\$0.00	\$4,000.00
Village/CM Dept.	Village Inspections	No Reduction Requested	\$133,460.99			\$3,198.75	\$14,157.50	\$29,696.25	\$47,052.50	\$86,408.49
NMB staking/layout/survey	NMB Construction staking,layout,survey	Partial Reduction	\$49,800.00	\$5,891.15		\$17,168.99	\$7,171.74	\$3,847.03	\$34,078.91	\$15,721.09
WeEnergies	Street lights	No Reduction Requested	\$4,437.14						\$0.00	\$4,437.14
Breezy Hill	Street Trees	No Reduction Requested	\$22,964.03						\$0.00	\$22,964.03
	Construction Cost Estimate		\$1,892,924.57							
	Contingency 15%	No Reduction Requested	\$283,938.69	\$0.00	\$0.00	\$0.00	\$1,780.75	\$591.10	\$2,371.85	\$281,566.84
TOTAL			\$2,176,863.26	\$223,856.65	\$318,150.05	\$437,683.24	\$181,826.52	\$397,037.83	\$1,558,554.28	\$618,308.98

DISBURSEMENT/REDUCTION				#1	#2	#3	#4		Disbursements TO-DATE	BALANCE of LOC held
TOTAL			\$2,176,863.26	\$223,856.65	\$318,150.05	\$437,683.24	\$181,826.52	\$397,037.83	\$1,558,554.28	\$618,308.98
RETENTION (to be held until warranty expires)	10%			\$ (22,385.67)	\$ (31,815.01)	\$ (15,429.30)	\$ 10,204.49	\$ -	\$ (59,425.48)	\$59,425.48
Disbursment amount				\$201,470.99	\$286,335.05	\$422,253.94	\$192,031.01	\$397,037.83	\$1,102,090.98	\$677,734.46
Change Orders (SUPPLEMENT)										
Net dispersment after change orders			\$2,176,863.26	\$201,470.99	\$286,335.05	\$422,253.94	\$192,031.01	\$397,037.83	\$1,102,090.98	\$677,734.46

				Initial date		Required %		CURRENT "CONTINGENCY" TO HOLD					5/9/19	
				7/19/19		115.00%				15%				
No.	Item	Qty.	Units	Unit Price	Project Est.	Letter of Credit (Initial)	LOC 5 QTY	COMPLETED TO-DATE	% Compl.	Remaining work (Value)	Work Completed #5 (Value)	Revised LOC Balance Requirement		
SANITARY SEWER CONSTRUCTION														
	4" PVC Sanitary Lateral w/Granular Backfill	260	LF	\$ 117.00	\$ 30,420.00	\$ 34,983.00	0	266.50	103%	\$ (760.50)	\$ -	\$ 2,243.48		
	6" PVC Sanitary Lateral w/Granular Backfill	40	LF	\$ 121.00	\$ 4,840.00	\$ 5,566.00	0	38.60	97%	\$ 4,840.00	\$ -	\$ 5,566.00		
	4" Vertical Rise Constructed on existing main	31	VF	\$ 725.00	\$ 22,475.00	\$ 25,846.25	0	31.00	100%	\$ -	\$ -	\$ 2,247.50		
	Sanitary riser to be adjusted	8	EA	\$ 6,700.00	\$ 53,600.00	\$ 61,640.00	1	8.00	100%	\$ 6,700.00	\$ 6,700.00	\$ 12,395.00		
	Sanitary manhole to be adjusted	9	EA	\$ 1,100.00	\$ 9,900.00	\$ 11,385.00	0	9.00	100%	\$ 9,900.00	\$ -	\$ 11,385.00		
	Sanitary manhole to be reconstructed	5	EA	\$ 5,023.00	\$ 25,115.00	\$ 28,882.25	0	5.00	100%	\$ 25,115.00	\$ -	\$ 28,882.25		
										\$ 45,794.50	\$ 6,700.00	\$ 62,719.23		
WATER MAIN CONSTRUCTION														
	8" WM w/Granular Backfill	1656	LF	\$ 78.00	\$ 129,168.00	\$ 148,543.20	0	1659.50	100%	\$ 112,008.00	\$ -	\$ 130,525.20		
	8" WM w/Slurry Backfill	100	LF	\$ 132.00	\$ 13,200.00	\$ 15,180.00	0	103.00	103%	\$ 13,200.00	\$ -	\$ 15,180.00		
	8" Gate Valves	6	EA	\$ 1,950.00	\$ 11,700.00	\$ 13,455.00	0	6.00	100%	\$ 11,700.00	\$ -	\$ 13,455.00		
	Hydrants	5	EA	\$ 5,481.00	\$ 27,405.00	\$ 31,515.75	0	5.00	100%	\$ 27,405.00	\$ -	\$ 31,515.75		
	6" Hydrant lead w/granular backfill	71	LF	\$ 97.00	\$ 6,887.00	\$ 7,920.05	0	74.75	105%	\$ 6,887.00	\$ -	\$ 7,920.05		
	6" Gate Valves	5	EA	\$ 1,322.00	\$ 6,610.00	\$ 7,601.50	0	6.00	120%	\$ 6,610.00	\$ -	\$ 7,601.50		
	1-1/2" Water lateral Single (28ea)	1129	LF	\$ 82.00	\$ 92,578.00	\$ 106,464.70	0	1122.00	99%	\$ 92,578.00	\$ -	\$ 106,464.70		
	1-1/2" Water lateral Double (6ea)	195	LF	\$ 127.00	\$ 24,765.00	\$ 28,479.75	0	195.00	100%	\$ 24,765.00	\$ -	\$ 28,479.75		
	Temp air release hydrant	1	EA	\$ 6,720.00	\$ 6,720.00	\$ 7,728.00	0	1.00	100%	\$ 6,720.00	\$ -	\$ 7,728.00		
										\$ 301,873.00	\$ -	\$ 348,869.95		
STORM SEWER CONSTRUCTION														
	60" Diameter Storm Manholes	3	EA	\$ 4,957.00	\$ 14,871.00	\$ 17,101.65	0	3.00	100%	\$ 14,871.00	\$ -	\$ 17,101.65		
	48" Diameter Storm Manholes	7	EA	\$ 3,628.00	\$ 25,396.00	\$ 29,205.40	0	7.00	100%	\$ 25,396.00	\$ -	\$ 29,205.40		
	24" x 30" Rectangular Catch Basins	10	EA	\$ 2,713.00	\$ 27,130.00	\$ 31,199.50	0	10.00	100%	\$ 27,130.00	\$ -	\$ 31,199.50		
	Standard Beehive Catch Basins	2	EA	\$ 2,752.00	\$ 5,504.00	\$ 6,329.60	0	2.00	100%	\$ 5,504.00	\$ -	\$ 6,329.60		
	24" RCP Class III, w/Granular Backfill	443	LF	\$ 134.00	\$ 59,362.00	\$ 68,266.30	0	440.70	99%	\$ 59,362.00	\$ -	\$ 68,266.30		
	15" RCP Class IV, w/Granular Backfill	1078	LF	\$ 82.00	\$ 88,396.00	\$ 101,655.40	0	1078.00	100%	\$ 88,396.00	\$ -	\$ 101,655.40		
	12" RCP Class V, w/Granular Backfill	154	LF	\$ 61.00	\$ 9,394.00	\$ 10,803.10	0	154.00	100%	\$ 9,394.00	\$ -	\$ 10,803.10		
	15" HDPE, w/Spoil Backfill	302	LF	\$ 45.00	\$ 13,590.00	\$ 15,628.50	0	302.00	100%	\$ 13,590.00	\$ -	\$ 15,628.50		
	15" RCP Endwall Outlet w/Grate	1	EA	\$ 1,178.00	\$ 1,178.00	\$ 1,354.70	0	1.00	100%	\$ 1,178.00	\$ -	\$ 1,354.70		
	15" HDPE Endwall Outlet w/Grate	1	EA	\$ 650.00	\$ 650.00	\$ 747.50	0	1.00	100%	\$ 650.00	\$ -	\$ 747.50		
	4" Sump pump lateral (41ea)	980	LF	\$ 41.00	\$ 40,180.00	\$ 46,207.00	0	960.00	98%	\$ 40,180.00	\$ -	\$ 46,207.00		
	4" perforated DPE/ Wrapped underdrain	160	LF	\$ 10.40	\$ 1,664.00	\$ 1,913.60	0	160.00	100%	\$ 1,664.00	\$ -	\$ 1,913.60		
										\$ 287,315.00	\$ -	\$ 330,412.25		
SITEWORK CONSTRUCTION														
	Mobilization	1	LS	\$ 68,700.00	\$ 68,700.00	\$ 79,005.00	0	1.00	100%	\$ -	\$ -	\$ 6,870.00		
	Tracking Pad	160	TN	\$ 33.00	\$ 5,280.00	\$ 6,072.00	0	160.00	100%	\$ -	\$ -	\$ 528.00		
	Grade & Compact Basement Spoil	1	LS	\$ 6,100.00	\$ 6,100.00	\$ 7,015.00	0	1.00	100%	\$ 6,100.00	\$ -	\$ 7,015.00		
	Subgrade Prep	1	LS	\$ 69,540.00	\$ 69,540.00	\$ 79,971.00	0	1.00	100%	\$ 69,540.00	\$ -	\$ 79,971.00		
	Haul off excess spoil	9200	CY	\$ 10.00	\$ 92,000.00	\$ 105,800.00	0	9200.00	100%	\$ 67,000.00	\$ -			
	Silt Fence & Backfill Curb	4075	LF	\$ 6.10	\$ 24,857.50	\$ 28,586.13	4075	4075.00	100%	\$ 24,857.50	\$ 24,857.50			
	Erosion Mat Class I - Type A	5105	SY	\$ 1.88	\$ 9,597.40	\$ 11,037.01	5105	5105.00	100%	\$ 9,597.40	\$ 9,597.40	\$ 11,037.01		
	Temp Seeding (2lbs/1000sf)	1	LS	\$ 7,800.00	\$ 7,800.00	\$ 8,970.00	1	1.00	100%	\$ 7,800.00	\$ 7,800.00			
	Inlet Protection	28	EA	\$ 127.00	\$ 3,556.00	\$ 4,089.40	0	28.00	100%	\$ 2,286.00	\$ -			
	Salvaged Topsoil 4"	5105	SY	\$ 1.45	\$ 7,402.25	\$ 8,512.59	0	5105.00	100%	\$ 7,402.25	\$ -	\$ 8,512.59		
	Excavation Below Subgrade	400	CY	\$ 27.30	\$ 10,920.00	\$ 12,558.00	0	225.50	56%	\$ 10,920.00	\$ -			
	Granular for EBS	400	CY	\$ 60.62	\$ 24,248.00	\$ 27,885.20	0	211.70	53%	\$ 24,248.00	\$ -			
	Geotextile Fabric - Type SAS for EBS	130	SY	\$ 3.38	\$ 439.40	\$ 505.31	0	0.00	0%	\$ 439.40	\$ -			
	1-1/4" Aggregate Base Course	3580	TN	\$ 28.60	\$ 102,388.00	\$ 117,746.20	127.77	3453.61	96%	\$ 102,388.00	\$ 3,654.22			
	Asphalt patch on 98th Street	156	SY	\$ 40.40	\$ 6,302.40	\$ 7,247.76	156	156.00	100%	\$ 6,302.40	\$ 6,302.40			
	1-3/4" Asphalt Concrete Pavement	585	TN	\$ 99.06	\$ 57,950.10	\$ 66,642.62	604.23	604.23	103%	\$ 57,950.10	\$ 59,855.02			
	7" Concrete Pavement	5800	SY	\$ 33.00	\$ 191,400.00	\$ 220,110.00	5800	5800.00	100%	\$ 191,400.00	\$ 191,400.00			
	5" Concrete Sidewalk & Base Course	1900	SY	\$ 56.94	\$ 108,186.00	\$ 124,413.90	0	0.00	0%	\$ 108,186.00	\$ -			
	6" Concrete Sidewalk & Base Course	979	SY	\$ 63.64	\$ 62,303.56	\$ 71,649.09	0	0.00	0%	\$ 62,303.56	\$ -	\$ 71,649.09		
	30" Type D Concrete Curb & Gutter	3520	LF	\$ 15.15	\$ 53,328.00	\$ 61,327.20	3520	3520.00	100%	\$ 53,328.00	\$ 53,328.00	\$ 61,327.20		
	Detectable Warning Field	60	SF	\$ 54.43	\$ 3,265.80	\$ 3,755.67	0	0.00	0%	\$ 3,265.80	\$ -	\$ 3,755.67		
										\$ 815,314.41	\$ 356,794.55	\$ 250,665.56		
										\$ 363,494.55				
VILLAGE OF PLEASANT PRAIRIE														
	Sanitary Sewer & Storm Cleaning and Televising Cost Estimate	10,000.00	EA	\$ 1.00	\$ 10,000.00	\$ 11,500.00		0.00	0%	\$ 10,000.00	\$ -	\$ 11,500.00		
	Street Signage Estimate	4,000.00	EA	\$ 1.00	\$ 4,000.00	\$ 4,600.00		0.00	0%	\$ 4,000.00	\$ -	\$ 4,600.00		
VILLAGE PUBLIC WORKS/NIELSEN MADSEN BARBER SC														
	Village Inspection and Construction Services Estimate	133,460.99	EA	\$ 1.00	\$ 133,460.99	\$ 153,480.14	29696.25	47052.50	35%	\$ 133,460.99	\$ 29,696.25	\$ 153,480.14		
	Nielsen Madsen Barber Eng./Surv.	49,800.00	EA	\$ 1.00	\$ 49,800.00	\$ 57,270.00	3847.03	34078.91	68%	\$ 43,908.85	\$ 3,847.03	\$ 51,084.29		
WE ENERGIES														
	Public Street Lighting Charges for 1 Street Lights 8 21 2017	1.00	EA	\$ 4,437.14	\$ 4,437.14	\$ 5,102.71		0.00	0%	\$ 4,437.14	\$ -	\$ 5,102.71		
BREEZY HILL LANDSCAPING PUBLIC STREET TREES														
		22,964.03	EA	\$ 1.00	\$ 22,964.03	\$ 26,408.63		0.00	0%	\$ 22,964.03	\$ -	\$ 26,408.63		
15% Contingency										\$ 283,938.69	\$ 591.10	\$ 326,529.49		
										\$ 34,134.38				
										\$ 397,628.93				

TO OWNER:	Cottages At Village Green LLC	PROJECT:	Cottages At Village Green PH 2&3	APPLICATION NO.: 5
FROM CONTRACTOR:	Reesman's Excavating & Grading, Inc. 28815 Bushnell Road Burlington, WI 53105	ENGINEER:	Nielsen Madsen & Barber	INVOICE NO: 19ECVG105 INVOICE DATE: 7.15.19 PERIOD: 6.4.19 TO: 7.15.19
CONTRACT FOR:	Cottages At Village Green Ph 2&3	CONTRACT DATE: December 18, 2018		DISTRIBUTION TO: <input checked="" type="checkbox"/> X / OWNER <input checked="" type="checkbox"/> X / ENGINEER/ARCHITECT <input checked="" type="checkbox"/> X / CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT. A CONTINUATION SHEET IS ATTACHED.

1. ORIGINAL CONTRACT AMOUNT		\$1,668,262.41
2. NET CHANGE BY CHANGE ORDERS		-\$155,201.10
3. CONTRACT SUM TO DATE		\$1,513,061.31
4. TOTAL COMPLETED & STORED TO DATE		\$1,494,239.58
5. RETAINAGE		
A. % OF CONTRACT SUM TO DATE	10.00	
B. ON STORED MATERIAL	\$0.00	
**TOTAL		\$75,653.07
6. TOTAL EARNED LESS RETAINAGE		\$1,418,586.52
7. LESS PREVIOUS PAYMENTS REQUESTED		\$1,055,091.97
8. CURRENT PAYMENT DUE		\$363,494.55
9. BALANCE TO FINISH, PLUS RETAINAGE		\$94,474.79

CONTRACTOR: REESMAN'S EXCAVATING & GRADING, INC.

BY:  DATE: 7/18/19

STATE OF: WISCONSIN COUNTY OF: RACINE

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

ARCHITECT/ENGINEER'S CERTIFICATE OF PAYMENT

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT/ENGINEER CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT/ENGINEER'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSES AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED

AMOUNT CERTIFIED \$363,494.55
 **ATTACH EXPLANATION IF AMOUNT CERTIFIED
 DIFFERS FROM THE AMOUNT APPLIED FOR**

ARCHITECT/ENGINEER:

BY: 

DATE: July 19, 2019

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT.

CONTINUATION SHEET**Schedule of Prices**

AIA Document G702, Application And Certificate For Payment,
containing Contractor's signed Certification is attached

Application no.: 5
Invoice No : **19ECVG105**
Invoice Date: 7.15.19

Cottages At Village Green LLC PH 2 & 3

From: 6.4.19

Thru: 7.15.19

A	B	C	D	E	F	G	H	I	J	K		
ITEM NO	DESCRIPTION OF WORK	BID QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	WORK FROM PREV PERIODS	COMPLETED QTY THIS PERIOD	QTY COMPLETE [E + F]	AMOUNT THIS PERIOD [F x C]	TOTAL AMOUNT COMPLETE [G x C]	BALANCE TO FINISH [D - I]	% COMPLETE
Sanitary Sewer Construction												
	4" PVC Sanitary Lateral w/ Granular Backfill	260	LF	\$117.00	\$30,420.00	266.50	0.00	266.50	\$0.00	\$31,180.50	-\$760.50	103%
	6" PVC Sanitary Lateral w/ Granular Backfill	40	LF	\$121.00	\$4,840.00	38.60	0.00	38.60	\$0.00	\$4,870.60	\$169.40	97%
	4" Vertical Rise Constructed on Existing Main	31	VF	\$725.00	\$22,475.00	31.00	0.00	31.00	\$0.00	\$22,475.00	\$0.00	100%
	Sanitary Riser to be Adjusted	8	EA	\$6,700.00	\$53,600.00	7.00	1.00	8.00	\$6,700.00	\$53,600.00	\$0.00	100%
	Sanitary Manhole to be Adjusted	9	EA	\$1,100.00	\$9,900.00	9.00	0.00	9.00	\$0.00	\$9,900.00	\$0.00	100%
	Sanitary Manhole to be Reconstructed	5	EA	\$5,023.00	\$25,115.00	5.00	0.00	5.00	\$0.00	\$25,115.00	\$0.00	100%
Watermain Construction												
	8" Watermain w/ Granular Backfill	1,656	LF	\$78.00	\$129,168.00	1,659.50	0.00	1659.50	\$0.00	\$129,441.00	-\$273.00	100%
	8" Watermain w/ Slurry Backfill	100	LF	\$132.00	\$13,200.00	103.00	0.00	103.00	\$0.00	\$13,596.00	-\$396.00	103%
	8" Gate Valves	6	EA	\$1,950.00	\$11,700.00	6.00	0.00	6.00	\$0.00	\$11,700.00	\$0.00	100%
	Hydrants	5	EA	\$5,481.00	\$27,405.00	5.00	0.00	5.00	\$0.00	\$27,405.00	\$0.00	100%
	6" Hydrant Lead w/ Granular Backfill	71	LF	\$97.00	\$6,887.00	74.75	0.00	74.75	\$0.00	\$7,250.75	-\$363.75	105%
	6" Gate Valves	5	EA	\$1,322.00	\$6,610.00	6.00	0.00	6.00	\$0.00	\$7,932.00	-\$1,322.00	120%
	1-1/2" Water Laterals Single (28 EA)	1,129	LF	\$82.00	\$92,578.00	1,122.00	0.00	1122.00	\$0.00	\$92,004.00	\$574.00	99%
	1-1/2" Water Laterals Double (6 EA)	195	LF	\$127.00	\$24,765.00	195.00	0.00	195.00	\$0.00	\$24,765.00	\$0.00	100%
	Temp Air Release Hydrant	1	EA	\$6,720.00	\$6,720.00	1.00	0.00	1.00	\$0.00	\$6,720.00	\$0.00	100%
Storm Sewer												
	80" Dia. Storm Manholes	3	EA	\$4,957.00	\$14,871.00	3.00	0.00	3.00	\$0.00	\$14,871.00	\$0.00	100%
	48" Dia. Storm Manholes	7	EA	\$3,628.00	\$25,396.00	7.00	0.00	7.00	\$0.00	\$25,396.00	\$0.00	100%
	24" x 30" Rectangular Catch Basins	10	EA	\$2,713.00	\$27,130.00	10.00	0.00	10.00	\$0.00	\$27,130.00	\$0.00	100%
	Standard Beehive Catch Basins	2	EA	\$2,752.00	\$5,504.00	2.00	0.00	2.00	\$0.00	\$5,504.00	\$0.00	100%
	24" RCP (Class III) w/ Granular Backfill	443	LF	\$134.00	\$59,362.00	440.70	0.00	440.70	\$0.00	\$59,053.80	\$308.20	99%
	15" RCP (Class IV) w/ Granular Backfill	1,078	LF	\$82.00	\$88,396.00	1,078.00	0.00	1078.00	\$0.00	\$88,396.00	\$0.00	100%
	12" RCP (Class V) w/ Granular Backfill	154	LF	\$61.00	\$9,394.00	154.00	0.00	154.00	\$0.00	\$9,394.00	\$0.00	100%
	15" HDPE w/ Spoil Backfill	302	LF	\$45.00	\$13,590.00	302.00	0.00	302.00	\$0.00	\$13,590.00	\$0.00	100%
	15" RCP Endwall Outlet w/ Grate	1	EA	\$1,178.00	\$1,178.00	1.00	0.00	1.00	\$0.00	\$1,178.00	\$0.00	100%
	15" HDPE Endwall Outlet w/ Grate	1	EA	\$650.00	\$650.00	1.00	0.00	1.00	\$0.00	\$650.00	\$0.00	100%
	4" Sump Pump Lateral (41 EA)	980	LF	\$41.00	\$40,180.00	980.00	0.00	980.00	\$0.00	\$39,360.00	\$820.00	98%
	4" Perforated DPE/ Wrapped Underdrain	160	LF	\$10.40	\$1,664.00	160.00	0.00	160.00	\$0.00	\$1,664.00	\$0.00	100%
Sitework Construction												
	Mobilization	1	LS	\$68,700.00	\$68,700.00	1.00	0.00	1.00	\$0.00	\$68,700.00	\$0.00	100%
	Tracking Pad	160	TN	\$33.00	\$5,280.00	160.00	0.00	160.00	\$0.00	\$5,280.00	\$0.00	100%
	Grade & Compact Basement Spoil	1	LS	\$6,100.00	\$6,100.00	1.00	0.00	1.00	\$0.00	\$6,100.00	\$0.00	100%
	Subgrade Prep	1	LS	\$69,540.00	\$69,540.00	1.00	0.00	1.00	\$0.00	\$69,540.00	\$0.00	100%
	Haul off Excess Spoil	9,200	CY	\$10.00	\$92,000.00	9,200.00	0.00	9200.00	\$0.00	\$92,000.00	\$0.00	100%
	Silt Fence & Backfill Curb	4,075	LF	\$6.10	\$24,857.50	0.00	4,075.00	4075.00	\$24,857.50	\$24,857.50	\$0.00	100%
	Erosion Mat (Class I - Type "A")	5,105	SY	\$1.88	\$9,597.40	0.00	5,105.00	5105.00	\$9,597.40	\$9,597.40	\$0.00	100%
	Temporary Seeding (2lbs/1000sf)	1	LS	\$7,800.00	\$7,800.00	0.00	1.00	1.00	\$7,800.00	\$7,800.00	\$0.00	100%
	Inlet Protection	28	EA	\$127.00	\$3,556.00	28.00	0.00	28.00	\$0.00	\$3,556.00	\$0.00	100%
	Salvaged Topsoil (4")	5,105	SY	\$1.45	\$7,402.25	5,105.00	0.00	5105.00	\$0.00	\$7,402.25	\$0.00	100%
	Excavation Below Subgrade (Estimated)	400	CY	\$27.30	\$10,920.00	225.50	0.00	225.50	\$0.00	\$6,156.15	\$4,763.85	56%
	Granular Backfill for EBS (Estimated)	400	CY	\$60.62	\$24,248.00	211.70	0.00	211.70	\$0.00	\$12,833.25	\$11,414.75	53%
	Geotextile Fabric, Type SAS for EBS (Estimated)	130	SY	\$3.38	\$439.40	0.00	0.00	0.00	\$0.00	\$0.00	\$439.40	0%
	1-1/4" Aggregate Base Course	3,580	TN	\$28.60	\$102,398.00	3,325.84	127.77	3453.61	\$3,854.22	\$98,773.25	\$3,614.75	96%
	Asphalt Patch on 98th Street	158	SY	\$40.40	\$6,302.40	0.00	156.00	156.00	\$6,302.40	\$6,302.40	\$0.00	100%
	1-3/4" Asphalt Concrete Pavement	585	TN	\$99.06	\$57,950.10	0.00	604.23	604.23	\$59,855.02	\$59,855.02	-\$1,904.92	103%
	7" Concrete Pavement	5,800	SY	\$33.00	\$191,400.00	0.00	5,800.00	5800.00	\$191,400.00	\$191,400.00	\$0.00	100%
	5" Concrete Sidewalk & Basecourse	1,900	SY	\$56.94	\$108,186.00	0.00	0.00	0.00	\$0.00	\$0.00	\$108,186.00	0%
	8" Concrete Driveway & Basecourse	979	SY	\$63.64	\$62,303.56	0.00	0.00	0.00	\$0.00	\$0.00	\$62,303.56	0%
	30" Type "D" Concrete Curb & Gutter	3,520	LF	\$15.15	\$53,328.00	0.00	3,520.00	3520.00	\$53,328.00	\$53,328.00	\$0.00	100%
	Detectable Warning Field	60	SF	\$54.43	\$3,265.80	0.00	0.00	0.00	\$0.00	\$0.00	\$3,265.80	0%
BASE CONTRACT TOTALS					\$1,688,282.41				\$363,494.55	\$1,477,422.87	\$190,839.54	89%
Change Orders												
	Change Order #1	1	LS	\$15,128.71	\$15,128.71	1.00	0.00	1.00	\$0.00	\$15,128.71	\$0.00	100%
	Change Order #2 (Remove Walks & Drives)	1	LS	-\$172,017.81	-\$172,017.81	0.00	0.00	0.00	\$0.00	\$0.00	-\$172,017.81	0%
	Install Temp Storm On Lot 52	1	LS	\$1,688.00	\$1,688.00	1.00	0.00	1.00	\$0.00	\$1,688.00	\$0.00	100%
CHANGE ORDER TOTALS					-\$155,201.10				\$0.00	\$16,816.71	-\$172,017.81	
TOTAL CONTRACT TO DATE					\$1,513,051.31				\$363,494.55	\$1,494,239.58	\$18,821.73	99%

PARTIAL WAIVER OF LIEN

7/15/19

For value received, We hereby waive All rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,
For Cottages At Village Green LLC, Owner
By Reesman's Excavating & Grading, Inc.
For Cottages At Village Green Phase II

same being situated in Kenosha County State of Wisconsin, described as
Project: Cottages At Village Green Phase II. Located The North Side of 47th Ave and Main St. Pleasant Prairie Wisconsin

Grading, Utilities

for all labor performed and all material furnished for the erection, construction, alteration or repair of said appurtenances upon receipt in the amount of \$363,494.55

X



Eric T. Reesman

Reesman's Excavating & Grading, Inc.



Nielsen Madsen + Barber
Civil Engineers and Land Surveyors

INVOICE



Doug Stanich
The Cottages at Village Green, LLC.
P.O. Box 580412
Pleasant Prairie, WI 53158

Project Manager Mark Eberle

July 11, 2019

Invoice No: 33788

Project 2012.0111.09 CRS - Phase 2 - Cottages at Village Green Heights

Professional Services thru June 30, 2019

Professional Personnel

	Hours	Rate	Amount	
CADD Operator	2.50	95.00	237.50	
Civil Engineer III	13.75	85.00	1,168.75	
Field Engineer I	15.00	105.00	1,575.00	
Project Manager	3.50	145.00	507.50	
Survey Assistant	2.00	65.00	130.00	
Survey Crew Chief	2.00	95.00	190.00	
Totals	38.75		3,808.75	
Total Labor				3,808.75

Reimbursable Expenses

Mileage				
6/11/2019	Houte, Steven	Travel to VG DPW	6.96	
6/17/2019	Houte, Steven	Site meeting.	17.40	
6/25/2019	Houte, Steven	Travel to VG DPW	13.92	
Total Reimbursables			38.28	38.28

Total this Invoice \$3,847.03



Billing Backup

Wednesday, July 10, 2019

Nielsen Madsen + Barber

Invoice 33788 Dated 7/11/2019

10:26:43 AM

Project	2012.0111.09	CRS - Phase 2 - Cottages at Village Green Heights
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Professional Personnel

		Hours	Rate	Amount
CADD Operator				
CADD - Barber, Scott	6/24/2019	2.50	95.00	237.50
Setup base drawing from new grading plan and layouts for new building site drawings. Building 33 is larger than original, had to make adjustments to get it to fit with the 20' setback requirements between buildings.				
Civil Engineer III				
CE03 - Beth, Nathan	6/3/2019	.75	85.00	63.75
Creating CAD file for Stark.				
CE03 - Beth, Nathan	6/19/2019	1.50	85.00	127.50
Meeting on site to discuss raising remaining building to waste more spoils				
CE03 - Beth, Nathan	6/19/2019	1.75	85.00	148.75
Updating grading plan to raise units in phase 2.				
CE03 - Beth, Nathan	6/20/2019	4.75	85.00	403.75
Updating site grading by raising FFF or all remaining units.				
CE03 - Beth, Nathan	6/24/2019	4.50	85.00	382.50
Updating grading plan by raising all units FFF to increase driveway slopes.				
CE03 - Beth, Nathan	6/25/2019	.50	85.00	42.50
Creating CAD file for Fouad.				
Field Engineer I				
FE01 - Houte, Steven	6/3/2019	1.00	105.00	105.00
Review correspondence, provide information to contractor and file management.				
FE01 - Houte, Steven	6/5/2019	.75	105.00	78.75
Received and reviewed Reesman's quantities. Follow up with Reesmans and forward on to Village for verification.				
FE01 - Houte, Steven	6/6/2019	1.00	105.00	105.00
Work on Draw Request No. 4. Review contractor request and follow up.				
FE01 - Houte, Steven	6/7/2019	.50	105.00	52.50
Follow up with contractor on curb and gutter installation schedule. Provide Todd with NM+B invoice and waiver. Correspondence with Village and Todd.				
FE01 - Houte, Steven	6/10/2019	.50	105.00	52.50
Work on contractor questions, and inquire about scheduled project progress meeting.				
FE01 - Houte, Steven	6/11/2019	2.50	105.00	262.50
Prepare for progress meeting. Go to meeting to facilitate and document meeting. work on meeting minutes and distribute.				
FE01 - Houte, Steven	6/12/2019	.50	105.00	52.50
Work on contractor grade questions and follow up. Coordination for pre-installation meeting of utilities.				

Project	2012.0111.09	CRS - Phase 2 - The Cottages			Invoice	33788
FE01 - Houte, Steven	6/13/2019	.25	105.00	26.25		
Verify contractor schedule.						
FE01 - Houte, Steven	6/13/2019	2.00	105.00	210.00		
Check on curb and gutter installation and discuss manhole grade adjustments.						
FE01 - Houte, Steven	6/14/2019	.50	105.00	52.50		
Received a call from Contractor with curb and paving grade concerns. Review plans and check grades.						
FE01 - Houte, Steven	6/17/2019	1.50	105.00	157.50		
Work on contractor inquiry about curb and road paving grades. Follow up with Contractors to verify profile elevation and structure elevations. Phone conversations with Stark Corp. Review and respond to email correspondence with Stark Corp. Phone conversations with Reesman's.						
FE01 - Houte, Steven	6/17/2019	2.00	105.00	210.00		
Met with We-Energirs to discuss utility installation. Reviewed the site curb and gutter installation and manhole adjustments.						
FE01 - Houte, Steven	6/25/2019	2.00	105.00	210.00		
Prepare for project progress meeting, go to Vg DPW and facilitate meeting and return to office.						
Project Manager						
PMGR - Madsen, Mark	6/3/2019	.50	145.00	72.50		
Review control data and send to Contractor						
PMGR - Eberle, Mark	6/5/2019	.25	145.00	36.25		
Coordination for review & approval of Pay Application No. 4						
PMGR - Eberle, Mark	6/12/2019	.25	145.00	36.25		
Wepco & Stringless paving coordination						
PMGR - Eberle, Mark	6/17/2019	.25	145.00	36.25		
Discussion on WEPCO Pre -installation meeting and C&G installation						
PMGR - Eberle, Mark	6/18/2019	.25	145.00	36.25		
Coordination on pavement installation in Cul-de-sac and Detectible Warning Plate Materials						
PMGR - Eberle, Mark	6/19/2019	1.50	145.00	217.50		
Site visit to review construction progress						
PMGR - Eberle, Mark	6/24/2019	.25	145.00	36.25		
Coordination on construction progress meeting for 6/25						
PMGR - Eberle, Mark	6/28/2019	.25	145.00	36.25		
Coordination with concrete contractor on Public SW installation						
Survey Assistant						
SVYA - Ernst, Bradley	6/26/2019	2.00	65.00	130.00		
See Survey Crew Chief Notes						
Survey Crew Chief						
SVYC - Bowersock, Wallace	6/26/2019	2.00	95.00	190.00		
Ran bench loop thru all new hydrants						
Totals		38.75		3,808.75		
Total Labor					3,808.75	

Reimbursable Expenses

Mileage

EX	000000000065	6/11/2019	Houte, Steven / Travel to VG DPW	6.96
	2			
EX	000000000065	6/17/2019	Houte, Steven / Site meeting.	17.40
	2			
EX	000000000065	6/25/2019	Houte, Steven / Travel to VG DPW	13.92
	2			

Total Reimbursables	38.28	38.28
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Total this Project	\$3,847.03
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Total this Report	\$3,847.03
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WAIVER OF LIEN

Date: July 18, 2019

For Value Received, We hereby waive our rights and claims for lien on land and on buildings to be erected, being erected, altered or repaired and to the appurtenances thereunto,

for The Cottages at Village Green, LLC.

by Nielsen Madsen + Barber

for Phase II Construction Related Services for the Public Improvements

same being situated in Kenosha County, State of Wisconsin, and described as The Cottages of Village Green- Phase II

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, for services through June 30, 2019.

Signature:



Title: President

Company Name: Nielsen Madsen + Barber



Village of Pleasant Prairie
Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
(262) 925-6702 Fax (262) 925-6789

INVOICE

Invoice Date	Invoice No
07/12/2019	20190425
Customer Number	
53184	
Invoice Total Due	
\$13,451.25	
Due Date	
08/11/2019	

DOUGLAS KENT HOMES
P.O. Box 580412
Pleasant Prairie, WI 53158

Invoice Date 07/12/2019 Customer Number 53184

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Reimburse the Village of Pl Prairie for Engineering Department Services; Village Engineer Tech; The Cottages; May 2019	3.00	\$115.00	EACH	\$345.00	\$0.00	\$0.00	\$345.00
Reimburse the Village of Pl Prairie for Engineering Services- Construction; Construction Engineer	12.25	\$125.00	EACH	\$1,531.25	\$0.00	\$0.00	\$1,531.25
Reimburse the Village of Pl Prairie for Engineering Services- Construction; Construction Engineer Tech	115.75	\$100.00	EACH	\$11,575.00	\$0.00	\$0.00	\$11,575.00
If you have any questions please contact Accounts Receivable at (262)-925-6702					Invoice Total:	\$13,451.25	

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Company DKD 7/18/19
Job / Dept P2
Cost Code 20100
Pd _____ Ck# _____



Village of Pleasant Prairie
Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
(262) 925-6702 Fax (262) 925-6789

INVOICE

Invoice Date	Invoice No.
06/11/2019	20190306
Customer Number	
53184	
Invoice Total Due	
\$16,245.00	
Due Date	
07/11/2019	

DOUGLAS KENT HOMES
P.O. Box 580412
Pleasant Prairie, WI 53158

Invoice Date 06/11/2019 Customer Number 53184

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Reimburse the Village of Pl Prairie for Engineering Services- Construction; The Cottages; Construction Manager; April 2019	14.50	\$125.00	EACH	\$1,812.50	\$0.00	\$0.00	\$1,812.50
Reimburse the Village of Pl Prairie for Engineering Services- Construction; Construction Engineer Tech	143.75	\$100.00	EACH	\$14,375.00	\$0.00	\$0.00	\$14,375.00
Reimburse the Village of Pl Prairie for Engineering Department Services; Village Engineer Tech	0.50	\$115.00	EACH	\$57.50	\$0.00	\$0.00	\$57.50
If you have any questions please contact Accounts Receivable at (262)-925-6702					Invoice Total:	\$16,245.00	

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

DKD
Company DOUGLAS KENT HOMES 6/17/19
Job / Dept phase 2
Cost Code 13000 20100
Pd _____ Ck# _____



MINUTES VILLAGE BOARD

Village Hall Auditorium
9915 - 39th Avenue
Pleasant Prairie, WI

A regular meeting of the Pleasant Prairie Village Board was held on July 15, 2019. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Mike Pollocoff, Dave Klimisch and Mike Serpe. Also present were Nathan Thiel, Village Administrator, Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Chief of Police; Craig Roepke, Chief of Fire & Rescue; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, Human Resources Director; Dan Honore, IT Director; Craig Anderson, Recreation Director; and Vesna Savic, Deputy Clerk. 20 citizens attended the meeting.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **SWEARING IN OF THE PLEASANT PRAIRIE POLICE DEPARTMENT'S NEW K-9 OFFICER, CHASE.**

Chief Smetana:

Let's make sure he's following me, not chasing me. Mr. President and members of the Board, it's a pleasure tonight to bring up for his swearing in our newest addition to the agency and that's K-9 Chase. K-9 Chase has been brought to our agency through a donation through some very generous citizens. And we obtained him from Tops Kennel in Illinois. Prior to that Chase took a plane ride from the Czech Republic where he was born and raised and initially trained. So he comes from a great pedigree. We went through a long selection process in house to pick Officer Mike Algiers. Mike stood out as somebody who is interested in the K-9 program all along. He's an outstanding officer, and I think he'll do an outstanding job here as well.

Chase has been trained in numerous areas including apprehension, item location. So if there's an item that a suspect drops we can bring Chase in to try to find that item. He's been trained in narcotics detection as well as finding lost people. So he comes with a great deal of training and experience that was fine tuned at Mike's eight weeks down at Tops Kennel. So these two have become partners. Chase actually lives with Officer Algiers and his family. And we greatly appreciate that effort as well. It's one thing to have a dog with you for seven hours a night or eight hours a night at work, it's another thing to have that dog with you 24 hours a day. So we are just absolutely thrilled to have Chase along. I would invite Deputy Village Clerk Vesna Savic to administer his oath.

Vesna Savic:

[Administers Oath to K-9 Chase]

K-9 Officer Chase:

[Bark, bark]

Chief Smetana:

I present Officer K-9 Chase, Badge Number 4, from the Pleasant Prairie Police Department.

K-9 Officer Chase:

[Bark, bark]

John Steinbrink:

Chief, Trustee Serpe volunteered to exhibit a takedown. You want him to do that here or in the parking lot?

[Inaudible]

Michael Serpe:

We understand he likes fast food.

John Steinbrink:

All right, and a special thank you to Officer Algiers and Chase and the Algiers family because they're all part of the team.

5. CITIZEN COMMENTS

Vesna Savic:

No signups.

John Steinbrink:

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

6. ADMINISTRATOR'S REPORT

Nathan Thiel:

Village President and Trustees, I have one item mostly by way of bragging rights for the PPCVB team. This last weekend you may be aware Pan Ams hosted a dragon boat race on Lake Andrea. And congratulations go to two teams. One, the PPCVB team I believe their name was Death Row lost by only a dragon head to the Uline team. But they did an excellent job, and many of our staff participated in that boat. And I have the silver medal if anybody wants to see. But also the Bain Nelson boat which Dave Klimisch paddled on they took third place. So, anyways, just in the future it was an excellent event, and we hope to see it again hosted in our area, and would encourage any community members to participate in that event in the future. That's all I have.

John Steinbrink:

Maybe next meeting you could share a video with all of us.

Nathan Thiel:

We have some good video. In fact, the Uline folks were watching us during our second race, and they were quite complimentary because they felt a bit intimidated by the skill and abilities. So it was fun. It was fun had by all. The last race, a group from Chicago, we rode up or paddled up alongside of them, and we had a good water or splash fight with them. So it was just a good event.

John Steinbrink:

All right, great. Will that be on channel 25? Do we still have channel 25?

Nathan Thiel:

We can do something along those lines.

John Steinbrink:

You don't have to bring your project then, we're okay. All right, thank you, Nathan.

7. NEW BUSINESS

- A. Consider approval of the Purchase Sale Agreement and Development Agreement between the Village of Pleasant Prairie and Nexus.**

Nathan Thiel:

Thank you Village President and also Village Trustees. Included in the Village Board packets are two agreements, both of which will need approval or up for approval this evening. As you are aware, this last week Wednesday Nexus Pharmaceuticals met with us and announced that they had selected the Village of Pleasant Prairie as their future manufacturing site. Nexus Pharmaceuticals specializes in innovative processes to make difficult to manufacture high quality FDA approved specialty and generic drugs that fulfill a critical unmet medical need. In fact, they have nine FDA generic pharmaceuticals.

At the announcement on Wednesday Governor Evers was there. They had selected 16 acres at the northwest corner of 128th Avenue and County Highway Q or 104th Street in the Prairie Highlands Corporate Park which they will locate a 100,000 square foot pharmaceutical manufacturing facility. The PSA basically on the screen you'll see the 16 acre site. The total investment and commitment per the agreement is an \$80 million investment. This includes their equipment as well as the actual physical location. And on the screen you'll see basically a concept of their site plan. In total they have three phases, but the first phase will be the 100,000 square feet and the \$80 million improvement. Their expectation is to have two more expansion phases totaling a total investment of \$250 million.

The agreements are fairly straightforward. If we go to the next slide you'll see a concept of their elevations. And then the next slide it basically outlines the basics of the agreement. So the purchase and sale agreement is for the 16 acres, total price of \$3.2 million with earnest money of \$100,000. There would be a 30 day due diligence period. And the closing date is anticipated to be August 30th of 2019. Our intention is to bring the preliminary site plan, site and operational plan to the Plan Commission I believe in early August so that we'll be ready for that August 30th date.

The developer's agreement, as indicated we're aiming for August 30, 2019 to allow them access or to have the land sold so that they can access the site and begin grading. We will be doing significant grading. As we speak I know our crews are out there or our contractors are out there right now. The development completion will be June 1st of 2021. And then there's a development increment guarantee of \$25 million of improvement value or tax increment value. Also included in the development agreement is a forgivable grant of \$500,000. This was directed to assist them with site improvements at the site and is conditional upon them not selling their business to another entity during the life of the TID.

Just to give a brief, this gives us some synopsis of what this development means to the area. Again, they're anticipating starting this year, finishing the development in 2021, and then producing pharmaceuticals by 2022. It will equate to 77 jobs in year 2022 with more jobs expected as the additional phases take place. And, again, over the ten year process a \$250 million investment in total. We're excited. Representatives of the Nexus family are actually here this

evening. And if it would be all right to invite them up to say anything to the Village Board. John, are you the designated?

John Cook:

Village President Steinbrink, Board members, again, on behalf of the Nexus team I want to thank you for all the effort to this point. We had a great meeting with everyone on Wednesday, the Governor, a lot of the members that are here as well as some of the county folks. Again, we are very excited to be here this evening. We're very excited to become part of the Pleasant Prairie organization and Village. Chase was a hard act to follow obviously. But our goal is to bring a lot of positive things to the community as well in the form of life saving generic injectable drugs that are affordable. We know that that's important not only to Pleasant Prairie and Wisconsin but to the United States as well. Again, our goal is to bring that manufacturing to the United States for the United States population. So, again, thank you for your time and your commitment. And we hope that you're willing to sign off on the PSA, the development agreement this evening and we'll get this ball rolling. Questions for me or for the rest of the team?

John Steinbrink:

Just welcome to Pleasant Prairie, and thank you for choosing us. And we're so excited that you chose Pleasant Prairie. This is a first.

John Cook:

Now that this is pretty much a done deal, we fell in love with the site and Pleasant Prairie from the moment we saw the site. It's just a perfect fit, a perfect match. We have great neighbors, the community is fantastic. The folks that we met with on day one it was just a connection. Again, Nexus means a link or connection, and we were confident that we had established that out of the gate. So, again, we're thankful to be a part of this community, and we look forward to giving back.

Michael Serpe:

John, when we heard Nexus was coming it was rather exciting news. But then hearing the owners and the representatives last Wednesday I'm even more excited. And welcome to the Village. I think you're a great fit for Pleasant Prairie especially and for Kenosha County and the region for that matter. So thanks for choosing us. And we could have probably got more money if we knew you liked that site that much.

John Cook:

That's why we tell you now.

Mike Pollocoff:

I think it's a great match for the community. But I think it's an important step for the entire area. And I think that the product line you're working on, the injectables that are generic you don't have to go very far and read about some of the issues going on with pharmaceuticals and the price of it. It's nice to see especially in this area for that to take place. And it happened in a business park that the Village from the very beginning committed that would be a business park that would generate jobs and application of technology and make those things come together. It's really all we could have hoped for. I can't think of a better match than what you bring to the table. So thanks a lot.

I also want to thank the Village staff for two things. One is to get that road and everything done in the wettest year I've ever seen or get it to the point where it is now and actually get in a position to get this thing graded out and ready to go, if you'd ask me that question five months ago I'd say I don't know. If we were going to sell it to a duck we might have a chance. But they did a really good job of making sure that stayed on track for us and for you, too.

John Cook:

Appreciate that. And, again, the team here has been fantastic, very cooperative. Couldn't ask for a better partner. Thank you so much.

John Steinbrink:

Thank you for being part of it, and especially with the whole team effort with the county, the state, KABA, all of you working together to bring this together. Sometimes it's not an easy thing, but it's done, and we're more than welcome to have you here. So thank you.

John Cook:

Thank you so much.

Nathan Thiel:

And just for the record that was John Cook, VP of Operations, correct? Did I get that right? Okay, perfect.

John Steinbrink:

And designated volunteer.

Nathan Thiel:

So before the Village Board there are two items here to act upon. And so I guess I'd entertain that option and ask for a motion.

Mike Pollocoff:

I'd move approval of the PSA agreement as presented.

Dave Klimisch:

Second.

John Steinbrink:

We have a motion and a second for adoption of purchase sale agreement. Any further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

Dave Klimisch:

Move to approve the release easements and the two certified survey maps.

Nathan Thiel:

Correction, that's not up yet. We need the developer's agreement.

Dave Klimisch:

I move to approve the development agreement between Pleasant Prairie and Nexus.

Mike Pollocoff:

Second.

John Steinbrink:

We have a motion and a second for adoption of development agreement between Pleasant Prairie and discussion. Further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries. Thank you and welcome again.

John Cook:

Thank you so much.

Michael Serpe:

Thank you.

Nathan Thiel:

Thank you, John.

KLIMISCH MOVED TO APPROVE THE PURCHASE SALE AGREEMENT AND DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND NEXUS; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.

- B. Receive Plan Commission recommendation and consider for approval the release of Easements and two (2) Certified Survey Maps to subdivide property located west of 128th Avenue north of CTH Q in the Prairie Highlands Corporate into 5 lots and an outlot.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is the request of Matt Fineour who is our Village Engineer on behalf of the Village of Pleasant Prairie. And this is for the approval of the release of easements and the approval of two Certified Survey Maps. Again, this is to subdivide the property located west of 128th Avenue north of County Trunk Highway Q or 104th Street, and this is in the Prairie Highlands Corporate Park. This request would divide the properties into five lots and an outlot.

The first CSM identifies lots 3, 4 and 5. Respectively 53.1 acres, 12 acres and 60.8 acres. Outlot 3 is 16.3 acres. Again, this is all on the west side of 128th Avenue. And Certified Survey Map number two is then a redivision of Lot 5 of CSM 1 to create Lot 6 which is 16 acres for Nexus Pharmaceuticals, and Lot 7 44.7 acres of land. Some of the other items that needed to be addressed were the release of some unneeded easements, wetland drainage and utility easements being released because they would not be needed. And so both CSMs kind of show some of these easements as reflected on the screen of some areas, drainage easements, utility easements that are no longer to be needed as well as some wetland easements.

These lots are all zoned M-5, Production and Manufacturing District. The few pocket wetlands on Lots 6 and 7 and Outlot 3 are being zoned into the C-3, Lowland Resource Conservancy District. And the floodplain areas just adjacent to that creek to the north that will be put into the FPO District. A Zoning Map Amendment will be required in order to rezone some nonwetland areas into the Outlot 3. And in addition to the Zoning Map Amendments we will be doing a comprehensive land use plan amendment in order to reflect all of these minor changes to the designations.

Again, with respect to the easement vacations the easements are all shown on the attached maps. And they are going to be reflected on the Certified Survey Maps. With that the staff and the Plan Commission recommend approval of the two Certified Survey Maps one and two as presented and subject to the comments and conditions as outlined in the staff memorandum.

Michael Serpe:

John, I would move approval of the release easements and the approval of the two Certified Survey Maps.

Kris Keckler:

Second.

John Steinbrink:

We have a motion and a second. Any further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVED THE RELEASE OF EASEMENTS AND TWO (2) CERTIFIED SURVEY MAPS TO SUBDIVIDE PROPERTY LOCATED WEST OF 128TH AVENUE NORTH OF CTH Q IN THE PRAIRIE HIGHLANDS CORPORATE INTO 5 LOTS AND AN OUTLOT; SECONDED BY KECKLER; MOTION CARRIED 5-0.

John Steinbrink:

Items C, D and E there's a request to take those together. Motion to take all three together?

Mike Pollocoff:

So moved.

Dave Klimisch:

Second.

John Steinbrink:

Motion and a second. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

POLLOCOFF MOVED TO CONSIDER NEW BUSINESS ITEMS C, D, AND E TOGETHER AT THIS TIME; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

- C. Receive Plan Commission recommendation and consider approval of vacation of the Vintage Parc Condominium Plat, Easements and Certified Survey Map as it relates to the Green Bay Trail Condominium Development.**
- D. Receive Plan Commission recommendation and consider approval of Resolution #19 26 Final Condominium Plat, Development Agreement and Exhibits as it relates to Green Bay Trial Condominium.**

E. Receive Plan Commission recommendation and consider approval of Ordinance #1922 Zoning Text Amendment to amend Appendix C of Chapter 420, specific development plan #22, as it relates to Green Bay Trail Condominium.

Jean Werbie-Harris:

Mr. President and members of the Board, under New Business we have the request from Nancy Washburn on behalf of Harpe Development, LLC. They're requesting three items this evening. First is the vacation of the existing Vintage Park condominium plat at that southeast corner of 104th Street and Old Green Bay Road. Second, the final condominium plat and development agreement approval which is Resolution 19-26. And then finally a Zoning Text Amendment PUD modification Ordinance 19-22. As you will recall Vintage Parc was originally platted back in 2007 as a condominium development. That never materialized. What happened, though, is that primarily most of the public improvements for the infrastructure, the sewer, water, roads was installed. However, with the recession no development ever took place, and it basically sat for about 10, 12 years.

So Dustin Harpe with Harpe Development recently acquired the property. They received a conceptual plan approval from the Village Board on January 21, 2019. They reduced the number of units down to 6 3-unit buildings and 14 2-unit condominium buildings subject to a lot of comments and conditions, one of which was to put together some revised engineering plans to address their development to modify the private road that's just northward from 105th Street as well as to make some modifications specifically as it pertained to the stormwater management and the pond at that northwest corner.

So the Preliminary Plat then was presented to the Plan Commission and the Board. And the Village Board approved that Preliminary Plat for this condominium development on March 11, 2019. And, again, it would be for a total of 46 units rather than the 66 that had been approved back in 2007. So this evening you have before you the final condominium plat. We have now made it through all of the engineering plans, the plat requirement changes, the Certified Survey Map changes. We've reviewed their condominium declarations, their bylaws. We've gone through all of the related documents that are needed for a final condominium plat approval, again, for 46 units for the Green Bay Trail Condominium.

We've also since worked through all of the details for the style of the buildings, the architecture, primarily ranch-style units with at least two car garages and full basements. As you can see, the sizes vary from two bedroom to three bedroom, and the number of baths that vary to 1,600 to 1,691 square feet. And the three unit buildings those are a little bit larger. They can vary up to 2,276 square feet. But as you can see there's a lot of the amenities that most single family homes have, and they just happened to be attached ranch-style units.

The second part of the approval this evening is the Zoning Text Amendment that's been requested which is the PUD overlay. And, again, the previous development had a PUD as well,

Planned Unit Development. This one will also have a PUD, but it's tailored specifically to this particular development layout site plan and project. The PUD will allow that they will have more than one building per property as it will be a condominium. There will be a 60 foot building setback from Highway 165, 50 foot building setback from Old Green Bay Road, 25 foot setback from 105th Street and 65th Avenue, 20 foot building setback from the back of curb in 66th Court which is the private cul-de-sac extending north from 105th Street, 20 foot separation between buildings, 120 feet between driveways in 165 and Old Green Bay Road, 80 feet between the driveways and 65th Avenue and 105th Street, and 65 feet between the driveways and the center line of 66th Court.

As you can see on the next slide the municipal improvements are consistent with what has been previously developed, again, with some of the additional revisions as we talked to with respect to the private road. There's a private stormwater system. We have public easements over the sanitary sewer and the private road. A couple of other things just to note that the public street trees will be installed, there will be public street sidewalks as well as street lights in this development as well.

Extending to the east and to the south we are installing temporary cul-de-sacs at this time. They're actually there. But at some point these cul-de-sacs will be removed and the roadways could be extended to the east and to the south for a future development. And at that time the condominium association will be responsible to connect the existing condominium building driveways for buildings 7, 8 and 9 to the new roadways, and to install the required remaining public street trees. With respect to the road improvements the temporary cul-de-sac easements will eventually vacated, and the future land developers to the east and to the south will remove the temporary cul-de-sac infrastructure and install the new roadway improvements including the extension of public sidewalks to extend to those new developments.

The Certified Survey Map, again, must be re-recorded. We're vacating some easements in certain areas that are not needed for this new development. And then we're rededicating new easements for this development. And, again, the Certified Survey Map is needed to dedicate easements and right of way and such. The plat for a condominium cannot do that. So they're requesting also a copy of the vacation from the Vintage Parc, and then the dedication of the Certified Survey Map as well. This is all subject to the comments and conditions as outlined in the staff memorandum. And this was all considered before the Village Plan Commission at their last meeting which was a public hearing on this matter. Staff recommends approval as presented.

Dave Klimisch:

A couple questions. If the road connects to the east and south, whoever develops that property would be responsible for taking out the cul-de-sac and making the connection?

Jean Werbie-Harris:

Yes.

Dave Klimisch:

Is there some sort of easement so that they can gain access to this property?

Jean Werbie-Harris:

So the Village holds temporary easements for us, our consultants or any of the contractors to remove that road. The Village holds easements as part of the Certified Survey Map in order to get in there and do that work. And, in fact, we've extended the easements beyond an additional ten feet, beyond where the cul-de-sac is located for it to be able to be accomplished.

Dave Klimisch:

You had mentioned the HOA Board would be responsible for connecting the driveways to the new road. Will they get seed money funded from this development?

Jean Werbie-Harris:

So we've raised that issue with the developer, and they have put together a budget and a spreadsheet for us of all the different items that would go into the bylaws and the budget for this condominium development. We've discussed it with them. It's their obligation to make sure there is some money put into it. We've discussed it, and it's right now listed as a line item.

Dave Klimisch:

Okay. And then I know the developer is putting money into a pot for the future sidewalk on Old Green Bay Road.

Jean Werbie-Harris:

Actually that amount of money actually that is going to be a payment that's made to the Village of Pleasant Prairie for future sidewalk along 165.

Dave Klimisch:

Okay. So at some point the Village would add the sidewalks in that portion, not the developer or a future developer?

Jean Werbie-Harris:

That would be my understanding.

Mike Pollocoff:

I one more question. Jean, on the access driveways when they're relocated you said that's a line item is that something that there is money, or is that something that the association is going to have to be aware that they need to -- there will be an assessment to cover the time it happens?

Jean Werbie-Harris:

And I haven't gotten into that detail. I can tell you that they have shown me a budget, but they haven't listed the dollar amounts and so on and so forth of what it would take. Maybe Nancy can address that if they're setting aside the money now, later, how they're doing that, or if there's a reserve account or if there's a special assessment.

Nancy Washburn:

Hi, I'm Nancy Washburn, 7450 County Line Road, Mt. Pleasant, and Dustin Harpe from Harpe Development in Sullivan. This project, I'm telling you if there is anything left unturned I don't think we've all thought of it. Jean has done as usual -- I think we all walked into it thinking, well, we've just got to change this and change that, it has been a real interesting project in terms of the amount of detail, the amount of documents, the easements vacations, the CSM vacations and then the new documents going on top.

So your questions in regard to the reserve account and the future funding of those extensions to the south are very good ones. And I think that Jean has thought a lot about that with us. In terms of who is going to do what we've made it very specific not only on the face of the CSM within the declaration of covenants and restrictions for the condominium association, as well as the condo plat that we have granted easements for the future developer to be able to make those grading improvements and rip it out. We have stipulated who is going to pay for what meaning the condo association will be mandated as Jean said in her comments to extend the driveways and put the street trees in.

So having said that, what will happen in the budget there is line items right now. We haven't set up the full budget because we kind of needed to get to these final documents. But there are line items for reserve. The reserves are not only for the roofs and the siding and the major exterior improvements including the private cul-de-sac paving and repair, but those reserves are for the time when the driveways need to be extended and the street trees need to be planted. So we know the number of street trees.

We know that as of right now any future development, particularly I see the south as being maybe the more readily available project, but in any case those are probably three to five years off. So we're going to determine the cost of making those improvements and changes, the cost of the trees. And then we'll start escrowing on a yearly basis and build up that reserve account. It's not necessarily going to have to be seeded or funded immediately right out of the box. We are going to collect it over time through the dues process.

Dustin Harpe:

What we plan on doing is taking from the couple first initial sales we're going to take some of that project and put it into reserve accounts and that that burden isn't on these homeowners [inaudible] it would be down the road obviously.

Dave Klimisch:

And what's your time line for this project? Is it three to five years?

Dustin Harpe:

I think it will be two and a half years. We've got [inaudible] so as soon as we get it rolling I think it's going to go pretty quick. We'll have three to four buildings going up as soon as we can. As soon as people start seeing some buildings and something going on over there [inaudible].

Michael Serpe:

Dustin, have you come up with the figure on the association fees yet?

Dustin Harpe:

I think it's going to be about \$210 a month.

Nancy Washburn:

I would say \$250 to \$300 is more realistic.

Dustin Harpe:

[Inaudible] Rochester its \$210 there. But they've got all private roads that they have to plow. So there's a little bit more mowing here and a little bit more maintenance.

Nancy Washburn:

You're hoping to keep it in that same --

Dustin Harpe:

I'm going to keep it as low as possible. I'm not going to artificially lower it initially like happens sometimes. We're going to try to keep it at a realistic number so people aren't surprised later when it doubles.

Michael Serpe:

That includes garbage collection?

Dustin Harpe:

Yes.

Michael Serpe:

Maintenance of the common grounds and water?

Nancy Washburn:

Okay, garbage collection will be picked up by the Village. That will be part of their tax bills and regular water bills. Each unit will have their own meter so each unit is going to be individually metered for water assessment. So your common area improvements on a monthly basis are going to be for the most part landscaping, snowplow used over the course of the year. The reserve accounts that we have to have tree replacement, We Energies cost of the street lights because those are invoiced back to the HOA. So there are some expenses in there that Dustin doesn't have in his other project which I'm thinking probably the \$250 range is going to be a little more realistic. But I think we've gotten a pretty complete list of what all of those things are. But garbage and water are provided by the Village and assessed to the individual or billed to the lot owners or the unit owners, the individuals. It's a great project, we've worked hard. Don't stop us now.

Mike Pollocoff:

With that understanding, I just want to make sure that when the next development occurs that -- people are always going to be surprised. It's Christmas every day. But whoever the owners are at that time, I don't want them to be surprised saying we didn't know we were going to have to pay for X amount in case there isn't enough in there. If it's on the plat and if it's in their -- I mean they still might not see it, but I mean if it's there that's where we've got to put it. That's where everybody is going to get their notice.

Nancy Washburn:

It's in multiple locations. It's in the CSM, it's on the condo plat, it's in the declarations, and it's in the bylaws. And attached to all of those or to the condo plat and the declarations is a draft of the budget. And within the next couple weeks before we record that we will go ahead and have that budget -- we will have an initial budget finalized. We're working on that.

--:

The property to the east that we looked at right away when we were doing this and it didn't make sense. I was looking at two pieces [inaudible] I don't think that will ever happen with the west end and the stuff that's going on over there, but we did acquire [inaudible].

Mike Pollocoff:

That is more likely, I agree with you. With everything and all the work that was done by the parties --

Nancy Washburn:

A lot of it.

Mike Pollocoff:

Yeah, and then to get this vestige of the last recession filled up and done I'd recommend approval subject to the staff comments and discussion tonight.

Michael Serpe:

Second it.

John Steinbrink:

Motion and a second. Further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

POLLOCOFF MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVED VACATION OF THE VINTAGE PARC CONDOMINIUM PLAT, EASEMENTS AND CERTIFIED SURVEY MAP AS IT RELATES TO THE GREEN BAY TRAIL CONDOMINIUM DEVELOPMENT; SECONDED BY SERPE; MOTION CARRIED 5-0.

Michael Serpe:

I move approval of Resolution 19-26.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second on 19-26. Further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVED RESOLUTION #19-26 FINAL CONDOMINIUM PLAT, DEVELOPMENT AGREEMENT AND EXHIBITS AS IT RELATES TO GREEN BAY TRAIL CONDOMINIUM; SECONDED BY KECKLER; MOTION CARRIED 5-0.

Dave Klimisch:

Move approval of 19-22 for the Zoning Text Amendment.

Michael Serpe:

Second.

John Steinbrink:

Motion and a second. Further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

KLIMISCH MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVED ORDINANCE #19-22 ZONING TEXT AMENDMENT TO AMEND APPENDIX C OF CHAPTER 420, SPECIFIC DEVELOPMENT PLAN #22, AS IT RELATES TO GREEN BAY TRAIL CONDOMINIUM; SECONDED BY SERPE; MOTION CARRIED 5-0.

Nancy Washburn:

Thank you so much.

- F. Consider approval of Memorandum of Understanding between the Village of Pleasant Prairie and Riverview Group LLC, regarding the Wisconsin Department of Transportation Facilities for Economic Assistance (TEA) grant application to offset public roadway improvement costs for Stateline Corporate Park.**

Jean Werbie-Harris:

Mr. President and members of the Board, on July 1st the Village Board approved a Resolution 19-23 authorizing the submission of a Wisconsin Department of Transportation Facilities Economic Assistance grant or a TEA grant. And this was on behalf of the business Fresenius Kabi, LLC along with Riverview Group, LLC which is the developer for a project in the Stateline 94 Corporate Park. One of the things that was discussed as part of this grant application that the Village is ready to submit is that the Board wanted to make sure that there was a MOU or a memorandum of understanding agreement between the Village of Pleasant Prairie, Riverview Group and Fresenius Kabi. And this was regarding the TEA grant reporting requirements and the job guarantee financial obligations.

So before you have that MOU that addresses and sets forth the Village's agreement to authorize and to serve as the Wisconsin DOT application for the TEA grant on behalf of the developer and the company. And specifically it talks about in order to financially enable the construction of the transportation improvements that are needed for the Fresenius Kabi industrial development to occur on this parcel, one of the CSMs that is being approved, is that the Village wanted to receive a guarantee or a TEA grant guarantee assurance from the company and/or from the developer. The TEA grant itself requires that there is a repayment provision to reimburse the

DOT for up to the full TEA grant amount which is \$475,000 if employment within the Fresenius Kabi economic development project fails to meet the states goal of 95 new jobs created by the three year reporting period, and to maintain those 95 jobs at the seven year reporting period.

And as part of this the MOU discusses the process by which the reporting will be made by Fresenius to Riverview, to the Village and that it will be made to the state. But the state has this guarantee so that the Village is actually on the hook if the jobs don't materialize. So the Village has now drafted an MOU to guarantee that if we have to repay the state because the jobs are not created or maintained, then the developer would have to reimburse the Village. And, again, there is a relationship that the developer has with the company. And so the way we've written this MOU it's the developer that is obligated to reimburse the Village if, in fact, the 95 jobs are not created and maintained for that three and seven year time period respectively.

And so this agreement then discusses the reimbursement of the DOT costs and basically requires that there be a collateral guarantee that's provided by the developer that they agree to execute and record a collateral agreement with the Village and provide either an irrevocable letter of credit or record a restrictive covenant lien running with the land which obligates the developer, its successors and assigns to cover the Village for the full costs associated with reimbursement of any Wis DOT TEA repayment as stated in the job guarantee for the TEA grant. And that would be up to that full repayment of \$475,000 depending on the full grant amount or the reduced amount. Again, it's a pro rata share because it's based on the number of jobs that are created and/or retained as part of this project.

One of the things that we discussed as a staff is that there could be a developer reimbursement that comes back to the developer in the event that this happens. That the Village would agree if the Tax Increment District referred to as the TID 8 for this has funding that is still available, and the existing TID has not expired to reimburse the developer based on the developer's previous repayment to the Village for the reimbursement back to the state. So, again, that would be only if funds were available and only if the TID had not expired. And obviously there would have to be agreement by the Village Board.

The developer will need to execute this agreement. The company will need to execute this agreement. And that information is listed in here along with some breach language was put into the agreement. And if there's any questions I'd be happy to answer. The developer is here in the audience and, again, represents and is holding this obligation to guarantee any financial detriment that would come to the Village if, in fact, the jobs are not created and maintained for the record period to the state.

Nathan Thiel:

One point of clarification, its TID 7, not TID 8.

Jean Werbie-Harris:

I'm sorry.

Nathan Thiel:

But the mechanics are the same. I know that in working with Jean and the developer we talked about this process and the best ways to effectuate or secure the Village's position. And we felt comfortable with what is being proposed. We did discuss having Fresenius Kabi also have some obligation, but that was something that the developer wasn't able to secure. And it would just be cleaner between the developer. I think Jean's done a good job with securing the position with the collateral as outlined.

One other point of clarification, too, with the TID 7, that's based on TID 7 actually producing that increment. And we believe that really at this time the amount of work and infrastructure improvements that are required most likely the TID 7 the increment that's going to be generated it's going to be stretched to be applied to all the improvements that are out there as is.

Mike Pollocoff:

Nathan, on Section 3 for developer reimbursement, and I can see what you're saying is the TID to date is going to be 7-7, okay so there's a typo on there, if that funding is available is that a typo or is that looking for another TID or a future TID?

Nathan Thiel:

No, that should have been TID 7. That needs to be corrected. Unless, Kathy, I don't know something.

Kathy Goessl:

No.

Jean Werbie-Harris:

No, it's supposed to be 7.

Mike Pollocoff:

All right. So the Village in essence would step in to mitigate the developer's loss if Kabi didn't perform, right?

Nathan Thiel:

Correct. If Kabi didn't perform and there was increment available.

Mike Pollocoff:

Okay. The one thing that's not in here, and hopefully it would serve to mitigate an argument in the future that would require an amendment of the project would it not?

Nathan Thiel:

To include this portion into?

Mike Pollocoff:

Yeah.

Nathan Thiel:

I think that given the amount and given the project plan as outlined there's a little bit of flexibility. I would have to go back and verify, but I'm pretty sure that as we reviewed it we didn't feel that it would be necessary to amend the whole TID. Although we are in the process of making an amendment to -- I guess that's to the developer's agreement, not to the TID.

Mike Pollocoff:

I just would want that developer reimbursement to be at the sole discretion of the Village in order to execute that. Right now it's only if there's some funding available. That could be in the eyes of the beholder how much money that we're going to be [inaudible] over future expenditures we haven't made yet or we could make or what it's going to be amended to. If it was going to require a project plan amendment then we know what goes through the review process for everybody to approve it. But if that could be the case then I'd want this section to be amended so that it would reflect it would be up to the sole discretion of the Village to –

Nathan Thiel:

Clearly that language provides more security or improves our position. I don't have a problem with that. I don't believe the developer will but they are here. But we can work out those comments, too.

John Steinbrink:

Just give us your name and address for the record.

Mark Goode:

Mark Goode, 9500 West Bryn Mawr, Rosemont, Illinois. We're the developer. So we're putting up either a letter of credit or a guarantee and basically a lien on the property. So I think if for some reason Fresenius Kabi doesn't have the number of employees there's an obligation by the Village to return some of the money that we're getting. And we're taking on a full obligation to return that money to the Village, either cash payment if we go with the route of a lien [inaudible] concept of guarantee. Or if we have a letter of credit we have a letter of credit backing that. So however you want to be comfortable that we're going to hold our obligation under that we're okay with it. I just don't want to go through more meetings to get it done because, as you know, we're under construction and we're trying to move this forward. We need this done to start the road work and all the other improvements as well. Because we can't move forward and the season is moving forward. So whatever makes you happy we just would like to get it done, and we'll make sure you're covered.

Nathan Thiel:

And with that concern, Mark, I mean it would be just a matter of you guys make a motion to add that condition that that language be added. And we'd also need to make the modification noting that it's TID 7, not TID 8.

Mike Pollocoff:

It doesn't change the signature page so we have that going. I just think both are minor changes to date. Put the language in, I guess I should tell you what I'm recommending. The Village would agree in its sole discretion --

Nathan Thiel:

For the reimbursement.

Mike Pollocoff:

For the reimbursement.

Mark Goode:

We're okay with that.

John Steinbrink:

Other questions? Thank you. You want to make that part of a motion, Mike?

Mike Pollocoff:

I would move that the memorandum of understanding and agreement between the Village and Riverview Group and Fresenius Kabi be approved as presented with the exception of typographical correction on Section 3 for the developer -- I mean for TID 7, and also an insertion of the first line after the Village would agree insert in its sole discretion into the language. And that with those modifications the agreement be approved [inaudible].

Dave Klimisch:

I second that.

John Steinbrink:

We have a motion and a second. Any further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

POLLOCOFF MOVED TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND RIVERVIEW GROUP LLC, REGARDING THE WISCONSIN DEPARTMENT OF TRANSPORTATION FACILITIES FOR ECONOMIC ASSISTANCE (TEA) GRANT APPLICATION TO OFFSET PUBLIC ROADWAY IMPROVEMENT COSTS FOR STATELINE CORPORATE PARK SUBJECT TO THE CLARIFICATION THAT IT SHOULD BE TID 7 NOT TID 8 AND ADD LANGUAGE AFTER THE FIRST LINE AFTER VILLAGE WOULD AGREE “IN ITS SOLE DISCRETION”; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

G. Consider approval of award of contract to Phoenix Fabricators and Erectors, LLC for construction of the Prairie Highlands Corporate Park Water Tower.

Matt Fineour:

Mr. President and members of the Board, as we were designing and planning out the Prairie Highlands Corporate Park area, it was identified in the formation of the TID that a new water

tower would be needed out in Prairie Highlands. This would be our fifth water tower in the Village. It was needed to service Prairie Highlands area especially in the sense of fire flow protection out in that area.

Plans were prepared and we had bid it out for a new water tower. And in accordance with the published official notice to bidders, sealed bids for the water tower were received until 1 p.m. on June 25, 2019. The bids were publically opened and read aloud. The project consists of one prime contract to construct the water tower, foundation, valve room, piping, plumbing, HVAC, electrical and other site improvements around the water tower.

A total of five bids were received for the project. The low base bid was submitted by Phoenix Fabricators and Erectors of East Avon, Indiana in the amount of \$2,644,416. The second low bid was submitted by CB&I of Plainfield, Illinois in the amount of \$2,667,000.00. And the high bid was submitted by Caldwell Tank of Louisville, Kentucky in the amount of \$2,876,000.00. The bids were reviewed, and Phoenix Fabricators was determined to be the lowest bid overall responsive and responsible bidder. We do recommend that the project be awarded to Phoenix Fabricators with the overall low base bid of \$2,644,416. Following formal award of the Village Board the documents will be prepared for execution by both the contractor and the Village. If you have any questions I'd be happy to answer them.

Kris Keckler:

Move approval of awarding the contract to Phoenix Fabricators in the amount listed.

Mike Pollocoff:

Second.

John Steinbrink:

Motion and a second. Further discussion?

Dave Klimisch:

Matt, have we done business with Phoenix before or any of these vendors?

Matt Fineour:

I believe not. We only have four other water towers in the Village. They were constructed years ago but over the course of time. I don't think Phoenix was one of the contractors that build one in the past that I'm aware of.

Dave Klimisch:

And is there any maintenance that they do or we're on for maintenance as it ages, do they provide any maintenance or is it just the construction.

Matt Fineour:

They provide mainly construction of water towers. I don't know since they're in Indiana if they do maintenance in local areas that they're at, but they're mainly a fabricator and builder of water towers.

Mike Pollocoff:

There's not a lot of spread in the numbers so it's pretty tight bid. I feel good about that. I'd second the motion.

John Steinbrink:

Motion and a second. Further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

KECKLER MOVED TO APPROVE THE AWARD OF CONTRACT TO PHOENIX FABRICATORS AND ERECTORS, LLC., FOR CONSTRUCTION OF THE PRAIRIE HIGHLANDS CORPORATE PARK WATER TOWER; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.

H. Consider approval of general utility easements for the Prairie Highlands Corporate Park.

Matt Fineour:

Mr. President and members of the Board, these are two separate easements essentially for general utility easements within the Prairie Highland Corporate Park. Right now we're dealing with We Energies to do electrical work out there and street lights. So there are two areas that were outside CSM areas that we're dedicating individual easements for. One is within the water tower site itself, and the other is along the south side of Goldbear Drive. So these dedications of easements, again, it's for We Energies and maybe other providers, private providers in the area for future

fiber optics or whatnot within the easement. We do recommend approval of both these easements. Again, if there's any questions I'd be happy to answer them.

Michael Serpe:

So moved.

Mike Pollocoff:

Second.

John Steinbrink:

Motion and a second. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

SERPE MOVED TO APPROVE THE GENERAL UTILITY EASEMENTS FOR THE PRAIRIE HIGHLANDS CORPORATE PARK; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.

- I. Consider approval of Resolution #19-25 for the acceptance of public improvements, including sanitary sewer system, public storm sewer system and public water main as it relates to The Cottages at Village Green Condominium Development, Phase 1.**

John Steinbrink, Jr.:

Mr. President and members of the Board, this evening I'd be looking for a recommendation to accept public improvements for sewer, water and storm in the Village Green, The Cottages at Village Green, Phase 2, generally located at the southeastern corner of the Village Green Subdivision. I've been bringing reductions to the LOC and everything for the last several months. The contractor has been working very hard. We've inspected everything. Everything is in the ground, roadway is in. And it's been passed and inspected. And we are looking for approval of all of the public improvements.

Dave Klimisch:

So moved.

Michael Serpe:

Second.

John Steinbrink:

Motion and a second. Further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

KLIMISCH MOVED TO APPROVE RESOLUTION #19-25 FOR THE ACCEPTANCE OF PUBLIC IMPROVEMENTS, INCLUDING SANITARY SEWER SYSTEM, PUBLIC STORM SEWER SYSTEM AND PUBLIC WATER MAIN AS IT RELATES TO THE COTTAGES AT VILLAGE GREEN CONDOMINIUM DEVELOPMENT, PHASE 1; SECONDED BY SERPE; MOTION CARRIED 5-0.

J. Consider approval of award of contract to Payne & Dolan, Inc., for the 2019 Annual Paving Program - Phase 2.

John Steinbrink, Jr.:

Mr. President and members of the Board, this evening I also bring before you Phase 2 of paving program. Payne & Dolan was the only bidder. There's really only two contractors that work at this magnitude, Payne & Dolan and Stark Construction. We did not receive a bid from Stark. They've been just too busy at this time to bid or complete the work within the time frame that's recognized. Payne & Dolan does have our Phase 1 contract which is very comprehensive, so they'll be trying to roll all the mobilizations, and a lot of the unit prices they were able to be very comparable with.

They did come in high on Section 2 which was paving of the driveway improvement for the 93rd booster station. So we are going to change order that out once the award of contract has been executed just to keep us within the budget. So we were very conscious of the budgets and what

we had to do to keep within our budget within the general fund. So we are looking to do Bain Station Road from Highway 31 just to the Union Pacific tracks. It's probably the worst stretch of land there or roadway there. And also do some drainage repair within the Foxmoor Subdivision as a Phase 2.

We are getting some [inaudible] money for the Bain Station Road so there's a different bidding process that we have to follow to get the state funds, so that's why this was kept as a separate bid. And we didn't want to wait too long to get the entire program bid out. So that's why we're in two sections this year. We are within budget within the general fund, and I would be looking for a recommendation or approval.

Mike Pollocoff:

I'd move approval of the paving program as bid with the deletion of Section 2 for the 93rd Street booster station.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second. Any further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

POLLOCOFF MOVED TO APPROVE THE AWARD OF CONTRACT TO PAYNE & DOLAN, INC., FOR THE 2019 ANNUAL PAVING PROGRAM - PHASE 2; SECONDED BY KECKLER; MOTION CARRIED 5-0.

K. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Ordinances of Business and considered at this point on the agenda.)

1) Minutes of Meeting - July 1, 2019

- 2) **Consider approval of Arbor Ridge Letter of Credit Reduction No. 2.**
- 3) **Consider approval of Resolution #19-24 authorizing the Village Administrator to dispose of surplus vehicles.**

Michael Serpe:

Move approval of the Consent Agenda, Items 1, 2 and 3.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO APPROVE ITEMS 1, 2, AND 3 UNDER CONSENT AGENDA;
SECONDED BY KECKLER; MOTION CARRIED 5-0.**

John Steinbrink:

Somebody left out Board comments and I have one Board comment. Wednesday I did bring that up, a comment at the Nexus groundbreaking, the fact that as we were out there all that didn't happen without the Board and other Commissions and staff, first off, purchasing that property. Because that became the integral part of what we're seeing out there today. There would be no Haribo, there would be no Aurora and there's be no Nexus. And thanks to the forward thinking of the Board and its members and the staff we were able to set the groundwork for the things that are happening out there rather than see it as a vacant piece of property with no development and no return to the taxpayers of Pleasant Prairie.

So things have been moving fast, and I think it's got a great future out there. And always a lot of interest because it's a great piece of property, and it's almost like the gateway to Wisconsin there, especially Pleasant Prairie. And it makes a really nice statement for our Village with what we have going on out there right now. And I receive nothing but positive feedback from people that

go by, see what's happening there, and are thankful that the Village is doing what it's doing to bring the high quality involvement to our area. Other Board comments?

Michael Serpe:

John, we've had the Village Green committee group meet, and we had the open house. It's really special how much the people are getting involved with the Village, and it's making it a lot easier for us to do our job. And I see Ken sitting out here, our Creekside came and brought their concerns to here, brought up some good complaints. And we were able to come to compromise and make this Creekside addition happen just like this downtown is going to happen. It just makes a big difference when you have the public having faith in what the Board is doing and what the Village staff is doing. And it's looking good. And the *Kenosha News* did a nice editorial saying Pleasant Prairie is on the move, and that's very true. So we just have to keep our nose to the --

John Steinbrink:

[Inaudible] the first downtown activity was that 20 years ago or more than that?

Michael Serpe:

More than that, about 25, 27 years ago.

John Steinbrink:

That makes Serpe really old.

Nathan Thiel:

President Steinbrink, I should have mentioned this during the Administrator's Report, but just for the good of the whole, on the 25th of this month, so two Thursdays from now, will be the Village Green Community Collaboration presentation. I believe in previous minutes I didn't necessarily specify the time, but it will be a 6 p.m. And all the community is welcome to participate. It will be an informal meeting, so Village Board, Plan Commission members and so forth are invited. We won't be sitting at the dais, we'll be sitting in the audience, and they will be presenting to the community as a whole. At a future point in time we do plan on bringing their plan to the Village Board for acceptance. But it should be a fabulous evening. I know many of you came out to the open house, and it was well attended. I would invite the media to come and to participate and see what this community group has put together. It's been a good project and a good public engagement process.

John Steinbrink:

Nathan, would it be fitting to have the Community Development Authority members there also?

Nathan Thiel:

Correct. I believe we sent out invitations, it would be appropriate for our Park Board members to be there and present.

John Steinbrink:

Further Board comments?

Michael Serpe:

Could we take a vote on Junior's new look?

[Inaudible]

9. ADJOURNMENT

Michael Serpe:

I move to adjourn.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second for adjournment. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KECKLER;
MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:10 P.M**