

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
May 16, 2016
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – March 21, April 4, April 18 and May 2, 2016
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator’s Report
7. New Business
 - A. Receive Plan Commission recommendation and consider Resolution #16-19 for support of a Floodplain Boundary Adjustment to remove 1,500 cubic yards from the 100-year floodplain and to create 1,615 cubic yards of 100-year floodplain to compensate for the 100-floodplain begin filled for the construction of a 65,664 square foot Public Works equipment storage building located at 8600 Green Bay Road.
 - B. Receive Plan Commission recommendation and consider approval of a Lot Line Adjustment with the adjacent property to the north located at 9109 River Road.
 - C. Consider approval of an Agreement between and the Lake County Forest Preserve District, State of Wisconsin-Wisconsin Department of Natural Resources, University of Wisconsin-Parkside, The Chiwaukee Prairie Preservation Fund, Inc., and the Village of Pleasant Prairie related to the protection and management of the Lake Plain, including fire management activities.

Village Board Meeting
May 16, 2016

- D. Consider an Assignment of maintenance and repair obligations and on-going obligations under the Development Agreement between the Village of Pleasant Prairie and Water Street Land, LLC regarding Prairie Ridge West Commercial Development.
 - E. Consider an Assignment of Rights and Obligations under the Agreement regarding Digital Security Imaging System regard Prairie Ridge West Commercial Development.
 - F. Consider a Professional Engineering Construction Management Services Agreement for the construction of public improvements for the proposed Majestic Badger Logistics Center to be located on 88th Avenue north of 95th Street.
 - G. Consider a Professional Service Agreement related to potential 47th Avenue drainage improvements in the vicinity of 116th Street.
8. Village Board Comments
9. Adjournment

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
March 21, 2016
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, March 21, 2016. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Kris Keckler was excused. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury; Fire & Rescue Chief; Matt Fineour, Village Engineer; Carol Willke, HR and Recreation Director; Dan Honore', IT Director; Sandro Perez, Inspection Superintendent and Jane M. Romanowski, Village Clerk.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESENTATION OF A LIFE SAVING AWARD TO OFFICER SEVERSON**

Chief Smetana:

Thank you, Mr. President. On December 26, 2015 at 8:31 a.m., a call of an unconscious male was received from a home in the 10500 block of 2nd Avenue. Officer Severson heard the call being dispatched but realized that he was closer to the site of the medical emergency and the police squad that was initially dispatched, and with his concern for what sounded like a serious medical event he volunteered to respond to the call.

On arriving at the home Officer Severson quickly assessed the situation and realized that the unconscious male was now a patient who was no longer breathing and had no pulse. Officer Severson began life sustaining CPR protocol and continued to perform CPR compressions and emergency breathing for approximately four minutes until rescue personnel arrived and continued care with the use of an [inaudible] and medication sustained the person's circulation.

Pleasant Prairie rescue personnel advised that the early use of CPR by Officer Severson played a large role in the return of spontaneous circulation to the patient. Officer Severson is being commended tonight for taking the extraordinary actions to sustain a life through the use of trained life saving skills under stressful situations. Officer Severson is a highly trained professional who has shown on numerous occasions his concern with community and service. If I could have Officer Severson step forward.

Village Board Meeting
March 21, 2016

Mike Pollocoff:

Chief, maybe while you're here we can ask you to introduce your new command officers, the ones that are here.

Chief Smetana:

I have not done any press release yet, still working on that for the press. Lieutenant Dan Riley has been promoted to the rank of Deputy Chief due to the retirement of Dave Mogensen. Sergeant Randy Myles was promoted in January to the rank of Lieutenant. Sergeant Pete Jung was promoted to the rank of Lieutenant. And I think that's it for the command staff. We also have many officers who attended tonight's to congratulate Officer Severson. Thank you all.

John Steinbrink:

Thank you, Chief, and congratulations fellas.

5. PUBLIC HEARING

- A. Consider a variance from Section 395-63 F of the Land Division and Development Control Ordinance related to the minimum lot depth of six single family vacant lots in the proposed Creekside Terrace development generally located north of 93rd Street and east of Old Green Bay Road.**

Jean Werbie-Harris:

Mr. President and members of the Board, the petitioner, S.R. Mills, on behalf of Creekside PP, LLC, is the owner of vacant property north of the Creekside Crossing Development which is generally located north of 93rd Street and east of Old Green Bay Road. The petitioner has requested through a March 4, 2016 letter to the Village that the Village Board grant a 90 day extension for the Village to consider the preliminary plat for Creekside Terrace Subdivision. In addition, based upon the request that the Plan Commission had tabled, the preliminary plat for Creekside Terrace that was scheduled in March and now will be considered in May 23rd for their Plan Commission meeting, therefore based on that the public hearing this evening for the request for the variance from Section 395.63 F of the Land Division Ordinance which is related to minimum lot depth for the Creekside lots, we are requesting and they are requesting that this item be tabled by the Village Board, and the hearing for the variance be rescheduled for June 6, 2016.

Jane Romanowski:

Once again that would be a postponement until June 6, a date specific.

Steve Kumorkiewicz:

So moved.

Village Board Meeting
March 21, 2016

Dave Klimisch:

Second.

John Steinbrink:

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

KUMORKIEWICZ MOVED TO POSTPONE CONSIDERATION OF A VARIANCE FROM SECTION 395-63 F OF THE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE RELATED TO THE MINIMUM LOT DEPTH OF SIX SINGLE FAMILY VACANT LOTS IN THE PROPOSED CREEKSIDE TERRACE DEVELOPMENT GENERALLY LOCATED NORTH OF 93RD STREET AND EAST OF OLD GREEN BAY ROAD TO THE JUNE 6, 2016 VILLAGE BOARD MEETING; SECONDED BY KLIMISCH; MOTION CARRIED 4-0.

John Steinbrink:

Trustee Klimisch has an introduction this evening.

Dave Klimisch:

We have a distinguished visitor in the audience. Mr. Hamdan is a fifth grader at Pleasant Prairie Elementary who recently won the Kenosha Unified School District Black History Bee. And while he's not formally on the agenda tonight he came tonight just to watch the proceedings because he's a concerned citizen and active in his local government, and quite the presidential historian. So feel free to talk to him and quiz him if you like. Mr. Hamdan, would you stand up for a sec? Very good.

John Steinbrink:

And maybe you can explain how he's related to that young man that was here a few weeks ago.

Dave Klimisch:

You showed his older brother how to study, so his older brother recently won the Kenosha Unified Spelling Bee, won the regional Bee, and with his guidance he was able to send his brother off to Madison to the State competition. So thanks for showing your brother how to do it.

John Steinbrink:

All right, way to go.

6. CITIZEN COMMENTS

Village Board Meeting
March 21, 2016

Jane Romanowski:

There were no signups tonight, Mr. President.

John Steinbrink:

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

7. ADMINISTRATOR'S REPORT – None.

8. NEW BUSINESS

A. Receive Plan Commission recommendation and consider Ordinance #16-08 for several Zoning Map Amendments to rezone properties into the C-3, Natural and Scientific Area Resource Conservancy within the Chiwaukee Prairie/Carol Beach Land Use Plan area.

Jean Werbie-Harris:

Mr. President and members of the Board, on December 1, 2014, the Plan Commission had adopted Resolution 14-16, and that's to initiate several zoning map amendments for properties that have been acquired in the public's interest in 2013 and 2014 pursuant to the Community Assistance Planning Report 88 which is the Land Use Management Plan for the Chiwaukee Prairie/Carol Beach area of the Town of Pleasant Prairie, now Village of Pleasant Prairie.

The plan recommended that ultimately all the lands within the plan that were identified for open space preservation should be placed into the C-3, Natural and Scientific Area Resource Conservancy District, which is that designated Natural Resource Based Preservation and Protection Zoning District. This action as directed by the plan would take place at such time as the lots were acquired in the public's interest by either the Wisconsin DNR, The Nature Conservancy or some other public body. And we have been doing this over the past 25 plus years.

So specifically the properties that have been acquired in the public's interest in 2013 and 2014 were evaluated and are proposed to be placed into that appropriate zoning classification. There are six parcels in question. There are maps on your screens that identify. For the record I'd like to read the six tax parcel numbers into the record. All of these zoning map amendments were considered by the Plan Commission at their last meeting as part of public hearing.

The first is Tax Parcel Number 93-4-123-184-0590. The owner is the Wisconsin DNR. The current zoning is C-1, proposed zoning is C-3. Again, the C-3 is the Natural and Scientific Area Resource Conservancy District. Number two is Tax Parcel 93-4-123-184-0595 also owned by the Wisconsin DNR. Current zoning C-1, proposed zoning C-3. The next is Tax Parcel Number 93-4-123-203-0260 owned by the Wisconsin DNR. Current zoning C-1, proposed zoning C-3. The next, number four, is Tax Parcel Number 93-4-123-304-0325 owned by the Wisconsin DNR. Current zoning is R-5 which is a residential classification, proposed zoning is C-3. The fifth is

Village Board Meeting
March 21, 2016

Tax Parcel Number 93-4-123-304-0500 also owned by the Wisconsin DNR. Current zoning R-5, proposed zoning C-3. And, finally, parcel number six, Tax Parcel Number 93-4-123-304-0510. The owner is the Wisconsin DNR. The current zoning is R-5, and the proposed zoning is C-3.

All of the lots that I have just discussed will remain in the Limited Urban Service Overlay District. And any portions of those properties that are located within the Floodplain District will also remain in that Floodplain District. The Plan Commission held their public hearing and recommended that the Board approve the zoning map amendments as presented.

Dave Klimisch:

Were these lots built on at some point?

Jean Werbie-Harris:

No.

Dave Klimisch:

Structures on them?

Jean Werbie-Harris:

No.

Dave Klimisch:

I move approval.

Michael Serpe:

Second.

John Steinbrink:

Motion by Dave, second by Mike. Any further discussion on Item A?

Steve Kumorkiewicz:

I've got one question. Are those buildable lots or not?

Jean Werbie-Harris:

I'm sorry?

Village Board Meeting
March 21, 2016

Steve Kumorkiewicz:

The lots are buildable or not? Can you build on those lots or not?

Jean Werbie-Harris:

The lots are not buildable. They're all owned by the Wisconsin DNR. They were all included within the Chiwaukee Prairie Preservation area. That was identified in the acquisition area by the State agency.

Steve Kumorkiewicz:

Okay, thank you.

John Steinbrink:

Any further comment or question?

KLIMISCH MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #16-08 FOR SEVERAL ZONING MAP AMENDMENTS TO REZONE PROPERTIES INTO THE C-3, NATURAL AND SCIENTIFIC AREA RESOURCE CONSERVANCY WITHIN THE CHIWAUKEE PRAIRIE/CAROL BEACH LAND USE PLAN AREA; SECONDED BY SERPE; MOTION CARRIED 4-0.

B. Receive Plan Commission recommendation and consider Ordinance #16-09 for a Zoning Text Amendment to the Westfield Heights Commercial Area Planned Unit Development.

Jean Werbie-Harris:

Mr. President and members of the Board, on February 8, 2016, the Plan Commission adopted a Resolution 16-95 to initiate amendments to the Westfield Heights Commercial Area Planned Unit Development ordinance. And these changes were based on some new information that was provided to the Village. Proposed amendments relate to future assessments and property taxes, clarifications related to stormwater retention basin maintenance, and a clarification regarding not allowing trucks to be parked on property.

These amendments all pertain to the planned unit development that was being considered for the Westfield Heights commercial area for the [inaudible]. And specifically their attorney wanted to review the original PUD that was adopted by the Village Board. The comments that you have before you basically, again, address some modifications and clarifications regarding responsibilities for stormwater maintenance for the basins that serve the Westfield Heights area including this particular property for Educator's Credit Union, again, to clarify some language with respect to truck parking on the property.

Village Board Meeting
March 21, 2016

And then finally also to remove the language that we had at one point that dealt with the property tax baseline assessed values to be identified with respect to various properties. And based on some conversations we've had with our Village attorneys that was the reason why that language was taken out. The Educator's is looking to break ground very soon, and so they wanted to clarify some of these things with respect to their PUD so that they can get all of the other documents recorded. The Plan Commission held a public hearing regarding this amendment, and recommended approval as presented.

Michael Serpe:

Move approval of Ordinance 16-09.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of 16-09. Further discussion?

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION
RECOMMENDATION AND ADOPT ORDINANCE #16-09 FOR A ZONING TEXT
AMENDMENT TO THE WESTFIELD HEIGHTS COMMERCIAL AREA PLANNED UNIT
DEVELOPMENT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

C. Consider approval of a Development Agreement and related documents for the proposed public improvements of the vacant property generally located on the east side of 80th Avenue and north of Springbrook Road.

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request for a development agreement and related documents for a property on the east side of 80th Avenue just north of Springbrook Road for CenterPoint WisPark Land Company, LLC. They are proposing to develop a 26.21 acre property, and on that property they will be proposing to put a speculative warehouse distribution facility. But as part of their project what they're requesting to do is they need to make some modifications to the nearby 80th Avenue.

As a result, one of the items is that they are looking to relocate the median in 80th Avenue in order to adjust it so it lines up with their southerly driveway. They are looking to relocate the driveway for Arvato which is the property just lying to the west of 80th Avenue. They'll be relocating a public streetlights, removing some public water, laterals and connections. And then they'll need to restore the right of ways in the terrace areas of the roadway.

So as part of their site and operational plan approval process, they're required to enter into a development agreement with the Village of Pleasant Prairie and provide a letter of credit to

Village Board Meeting
March 21, 2016

guarantee to the Village that all the public improvements within 80th Avenue will be completed and inspected to the Village's standards. So you have a copy of the development agreement before you. The public works department will be the department that's going to be doing the inspecting, and they'll be putting together a cost estimate specifically for their inspection services in order to inspect the work that's being completed.

This is a matter that was before the Village Plan Commission. They did recommend approval. This is a project that CenterPoint hopes to get under construction this spring. They're just waiting for some final approvals from the Wisconsin DNR before they can initiate this project. And, again, it's approximately a 417,000 square foot warehouse speculative project. And just for a point of clarification, they own the property to the west of 80th Avenue where Arvato is leasing. So they do own that property, and they are working with that tenant to make them aware of their project and what they're looking to do in 80th Avenue.

Michael Serpe:

At the Plan Commission meeting I guess CenterPoint indicated they are entertaining some serious inquiries on that building at this point?

Jean Werbie-Harris:

They are.

Michael Serpe:

Good news. Move approval.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Mike, second by Dave. Any further discussion on Item C.

Dave Klimisch:

Jean, is this the point in the process where in the agreement we talk about the assessed value or is that later on, the taxing on the assessed value?

Mike Pollocoff:

We're not able to do this unless we specifically identify it as part of a policy that's established with the creation of the TIF District as part of that initial agreement. But right now our attorney is saying we can't do it on a building by building basis. State statutes wouldn't allow us to do that. That doesn't preclude us from appealing, though, when they do file for say the dark store or

Village Board Meeting
March 21, 2016

an abandoned property exception. We could appeal that. But to try and load that up into it is [inaudible].

Michael Serpe:

Is there any movement on the part of the State to address the dark store issue yet?

Mike Pollocoff:

No.

Michael Serpe:

That's amazing.

Steve Kumorkiewicz:

They closed the session.

John Steinbrink:

They went home.

Steve Kumorkiewicz:

Yup, they went home.

Mike Pollocoff:

In fact, we've had action filed on us again my Sanmina.

John Steinbrink:

Further discussion?

SERPE MOVED TO APPROVE A DEVELOPMENT AGREEMENT WITH CENTERPOINT WISPARK LAND COMPANY, LLC AND RELATED DOCUMENTS FOR THE PROPOSED PUBLIC IMPROVEMENTS OF THE VACANT PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 80TH AVENUE AND NORTH OF SPRINGBROOK ROAD; SECONDED BY KLIMISCH; MOTION CARRIED 4-0.

D. Consider a 2016-2017 Agreement between the Village and the Village of Pleasant Prairie Police Officers' Association, Local 185, of the Wisconsin Professional Police Association.

Village Board Meeting
March 21, 2016

Mike Pollocoff:

Mr. President, we recently came to the conclusion in negotiations with the Police Association Local 185, and just to give you some of the highlights of the agreement. As far as wages we provided for a two percent increase for all of 2016, a one percent in 2017 effective January 1, and then a second one percent available July 1, 2017. For health insurance employees who participate in the Village wellness program to a silver status level will pay three percent of the monthly premium. Those who do not will pay 20 percent of the premium. Next year those who participate in the silver status wellness plan will have a five percent premium. And those who do not will have a 25 percent premium.

Just to remind everybody that the Village's wellness program, one of the significant things we're able to do is to achieve or basically have a flat insurance, no insurance rate increases this last year. But we really have been able to bend the curve down, drive down our health insurance costs by getting everybody to participate in it. For those employees that don't, and there's definitely a handful in each department that won't, they're paying a significant portion of the premium that will offset any costs that everybody else has. So we feel it's been working really well. And I think both locals that we negotiate with, the police and also the fire, recognize it as beneficial to everybody.

Dental insurance this next year the employees pay ten percent of the monthly premium, and then effective January 1, 2017 it will be 20 percent of the monthly premium. With that, Mr. President, I request that you and I be authorized to execute the proposed 2016-17 contract with Pleasant Prairie Police Officers Association Local 185.

Dave Klimisch:

Move approval.

Michael Serpe:

Second.

John Steinbrink:

Motion by Dave, second by Mike for authorization to approve. Any discussion on this item.

Dave Klimisch:

On the health and dental is it all with one company? I'm sure there's different levels?

Mike Pollocoff:

No, we're not that big to have multiple companies for the health. So health is through one company which this year we were able to secure a flat rate increase from United. And then dental we switched from Humana over to Delta Dental. So some companies will give you a menu of

Village Board Meeting
March 21, 2016

plans that you can pick, and we're just not that large to be able to do that. So our group we pool, everybody comes in whether they're contract negotiated employment or general employment like all the other employees who have no bargaining ability we all together as one pool and get the best rate we can.

Michael Serpe:

Those who are not involved in the wellness program they have once a year to change over?

Mike Pollocoff:

Well, yeah. Because basically our benefit that we receive by employees participating in wellness there's a couple of them. One of them is that they stay well and they're not out sick. But the second thing is that they can prove over a year, at least up until we do our renewals, that they're compliant, that they're taking steps. Wellness assumes that you're not going to see a good return the first year. If you think about it we've been doing this for almost four years now. So if they can make that so that they've been complying with the plan, they've been meeting all their goals, then at the end of December we say then at that point when we do our renewal every year then they can sign up and benefit from that the next year. But once you miss it at the end of the year then you have to pay the 20 or 25 percent in premiums for the following year.

Dave Klimisch:

Our wellness program the second most important is it saves us money. The first importance is keeping our employees healthier than they might otherwise be. How common is it for other municipalities [inaudible]?

Mike Pollocoff:

Well, Kenosha County has got a pretty active program. And I think, I don't know if Carol knows if there's any municipalities other than us that are being as aggressive on it. We probably have one of the most aggressive -- you know, it's a carrot and stick, and we really don't have a big stick. You know if you're going to pay more if you don't participate in it. On the spot time, Carol.

Carol Willke:

I'm sorry, what was the question?

Mike Pollocoff:

Do you know what other municipalities have active wellness programs in the area?

Village Board Meeting
March 21, 2016

Carol Willke:

Kenosha County has a very active one. They have the same one we do [inaudible]. And so does Central High School. And both of those programs [inaudible] reductions in the [inaudible]. We're seeing some progress and it's pretty exciting. [Inaudible] and I think everybody has pretty much bought into it. And once you get over the idea of we have to do this it's actually really beneficial. And so I think [inaudible] people to know what their numbers are and to understand what nutrition is, understand what exercise really means. And I think people appreciate the fact that [inaudible] but I think they do.

John Steinbrink:

Thank you. Other discussion?

Steve Kumorkiewicz:

Yeah, here in Article 18.0 if [inaudible] retire they are able to retire -- they have the option to keep the [inaudible] or not, right?

Mike Pollocoff:

Right.

Steve Kumorkiewicz:

[Inaudible]. And also I see now on some of the canine officers if the dog retires the handler has the option to adopt.

Mike Pollocoff:

That's correct. The canine officer and the dog develop a relationship. And we've never had an officer who said he didn't want the dog when the dog was getting ready to retire. It makes sense. And the dog for the amount of money we spend on training them and keeping them up and keeping them going to the vet or whatever those benefits go with the dog, it's transferred to the officer.

Steve Kumorkiewicz:

Thank you.

John Steinbrink:

Other comment or question?

Village Board Meeting
March 21, 2016

KLIMISCH MOVED TO APPROVE A 2016-2017 AGREEMENT BETWEEN THE VILLAGE AND THE VILLAGE OF PLEASANT PRAIRIE POLICE OFFICERS' ASSOCIATION, LOCAL 185, OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION; SECONDED BY SERPE; MOTION CARRIED 4-0.

E. Consider an award of contract for Village website development services.

Dan Honore:

Mr. President and members of the Board, I'm here tonight before you tonight representing the Village Website Project Team requesting authorization for the Village Administrator to execute a five year agreement with CivicLive for the development hosting maintenance of applicable services for the external and internal Village websites. Back in November of 2015, an 11 member project team was brought together. We created an RFP and released that in November to over 350 vendors; 26 of those vendors registered their intent to submit a bid. Of that 26, 16 actually did send in a bid. Four vendors were selected by the project team to move forward and do presentations. And of those four one vendor has been selected and is being recommended tonight to the Board.

The external/internal Village website bids I tabulated here. There's the one-time cost and the five year cost. CivicLive is number three on that list. It isn't the least expensive in the five year cost category, but I believe it is the least expensive in the one-time cost. The cost itself, the price was not high on the list of reasons that we selected CivicLive. The presentation and what CivicLive can offer to the Village definitely far outweighed any of the other vendors that we saw the presentations from. So, again, I'm requesting tonight authorization for the Village Administrator to execute a five year agreement with CivicLive.

Steve Kumorkiewicz:

So moved.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Any discussion?

Dave Klimisch:

Dan, what are some things on the website -- what will be there that we don't currently have? What are some highlights?

Village Board Meeting
March 21, 2016

Dan Honore:

Ah, where shall I start? I think that some of the bigger things that we're looking at is it will be the ability to have it on your phone or on a tablet will be greatly enhanced from what we have today. Today we do not have what's called a reactive site or responsive site. If you look at our site on a mobile device it's just a small version of the website instead of being more usable in a mobile world. And I believe the statistics show about a 30 plus percent usage by people using their mobile devices to navigate to websites. With this vendor we also get an actual app for the phone which is above and beyond the website itself and contains other pieces which we'll look at implementing possibly with some of our other applications that we use for the Village, possibly city works and things like that.

Just the design itself needs a refresh from what we have today. If you look at our website today versus many of the others that have been refreshed there's more tools, there's different designs as far as menu structures that just makes it easier to navigate. We try to take into consideration to reduce the amount of scrolling that has to happen, reduce the number of clicks it takes to get to the information, make sure that the searching is very functional. We'll obviously take this opportunity to look at the content we have, removing any content that is out of date and not necessary anymore. Some of the departments that may not be represented on the website today may be represented as we move forward. And that's all the external.

On the inside which is what staff uses there's not much of anything today. So that will be greatly enhanced. And I think the biggest thing for me and my team is that departments will be able to maintain their external and their internal websites themselves, their web pages I should say. So my team will be less involved than what they are today, and it will enhance the ability for the departments to put content out that's relevant and keep relevant content there. Chris Christianson will be ultimately the one who determines the validity I guess or acceptability of something that is posted to the external website make sure that it's valid, spelling is correct, grammar is correct, things like that. So it's going to be a long project because there's a lot of content. But it's definitely one that's needed as we move forward.

Mike Pollocoff:

There's been a lot of times where people say and Trustees can't you put that up on the website which is a reasonable request. Really there's time we say no because you can't manipulate it without going back to the original vendor and have them -- we have to pay them to do some work on it. So I think there's a lot of things that will make the Village more transparent to some of the things we're doing so people can access information easier. Dan initially budgeted \$60,000 to do this work for the initial up front cost so I feel pretty good.

When the committee went through the recommendations it was pretty much unanimous that the CivicLive site was really going to help us get done what we have to do. We have to do all the work to get it ready, but they were going to be able to make that process changing over a lot easier than normal. And if you look at the websites that they had done, comparable ones, they were really nice. It flowed easy, it was something that was going to be easier for people to use which is what we want. The more we can have people feel comfortable about going to our

Village Board Meeting
March 21, 2016

website the less time they'll be trying to call us or walking in and trying to figure out what's going on. And I think it will interface well with the new initiative that the Village has funded this year which is the social media, being able to roll that out and having that work effectively.

Michael Serpe:

Do you have something for the over 70 crowd?

Dan Honore:

We can change the font size.

Mike Pollocoff:

The request is to authorize me to execute a contract with CivicLive for a five year agreement for website services.

Steve Kumorkiewicz:

So moved.

Michael Serpe:

Second.

Jane Romanowski:

We already have a motion and a second.

John Steinbrink:

Any further discussion?

KUMORKIEWICZ MOVED TO AWARD A FIVE YEAR CONTRACT FOR VILLAGE WEBSITE DEVELOPMENT SERVICES TO CIVICLIVE AS PRESENTED; SECONDED BY KLIMISCH; MOTION CARRIED 4-0.

F. Consider 2016-2017 Liability and Property Insurance Proposals.

Kathy Goessl:

Mr. President and Village Board, I come to you tonight with our insurance, liability, property, workman's comp. This is our year we go out and open it up to all carriers that want to bid on our insurance. It's an every three year process unless our current carrier increases their rates too much. And then we would go out on an off year. So this year we received three bids, one from our current carrier, the League of Wisconsin Municipalities before dividends for \$569,917.

Village Board Meeting
March 21, 2016

Community Insurance and Traveler's combination of \$584,724. And EMC for a quote of \$620,896.

Last year's premium was \$538,000, and that was through the League of Wisconsin Municipalities for our liability coverage. And our property coverage was through the Local Government Property Insurance Fund. Since then the Local Government Property Insurance Fund they're still around, but their rates have really increased almost more than double. Their bid was like \$80,000 compared to \$40,000 and some. There's almost an \$83,000 spread between the highest bidder this year which is EMC, and the lowest bidder which is League of Municipalities. You can look at the spreadsheet comparison that I have in your packets.

The Village budget in all of our funds including RecPlex and utilities is \$619,773. So all these bids are underneath, except for EMC, underneath the Village's budget for 2016. The proposed premium for League of Municipalities increased \$32,000 or six percent over last year. The workman's comp. accounts for the majority of the increase of \$24,000. The workman's comp. increase is a combination of a slight increase in payroll and an experience in our experience mod from .95 to 1.01, and the statewide increase in some of the standard rates per class category.

Workman's comp. is pretty standard in terms of there's a form that's done by the State of Wisconsin how they have to put their bids together. The differences here are you can see all three are different. One is due to Traveler's having a terrorist addition on their policy which brings that up. And EMC actually used the wrong mod. They used .9 to bid instead of .102. That's why theirs is less than the other two bidders.

The one thing with workman's comp., though, is that the insurance company can offer a dividend. And the League does offer a dividend on that, but it's based on loss, our loss experience and our longevity with them. And over the past couple years it has averaged, not just on workman's comp. but on other lines, around \$16,000. Traveler's have offered us a flat dividend of ten percent no matter what our losses are for this coming year. And EMC did not mention any dividends.

So these are the bids we got. So my recommendation is to take the best of both worlds. Take the best bids that I had for the liability, which liability is actually auto liability, general liability, law enforcement liability, public officials liability and auto physical damage. So those five categories total a premium of \$148,773. And with the estimated dividend just on those lines I'm looking at a proposal of \$144,207. And I'm recommending Traveler's for property, crime and workman's comp. They're all with Traveler's, and Traveler's includes their boiler and machinery in with their property and also the inland marine in with their property. And, as I said before, they're offering a flat dividend of \$38,000 which is ten percent of the workman's comp. premium.

So overall we're looking at a proposal, a recommendation of a total premium of \$148,755 which is an increase over last year of \$10,751 which is a two percent increase. If we would go just with the League and stay with just one company our increase as before, as I said, it would be \$32,000 or six percent. So the savings by mixing the best of both worlds is \$21,259 between taking just the League or combining them. So I'm recommending combining liability with the League and with Traveler's with the rest of our lines of coverage.

Village Board Meeting
March 21, 2016

Michael Serpe:

What did we budget for originally?

Kathy Goessl:

We budgeted almost \$620,000 across all lines.

Michael Serpe:

You said our experiences went up a little bit this year?

Kathy Goessl:

Our experience mod did go up for workman's comp. from .95 to 1.01. I don't remember if you remember the accident we had with the one public works driver that hit all the cars because he had diabetic shock. So that has what caused our mod to go up. What happens is they take a three year average of our mod and that came onto our mod. So things like that happen.

Steve Kumorkiewicz:

[Inaudible].

Kathy Goessl:

I'm looking for approval to sign with the League for liability and the rest of the lines with Traveler's. We do have representatives from both. From the League we have Rick Kalscheuer from R&R insurance. And from Traveler's we have, actually we have from G2 Insurance Agency Carol Willick and two other representatives from that organization here in the audience if you have any questions of either of them.

John Steinbrink:

If we could you have you folks just come up and introduce yourselves.

Mike Pollocoff:

Rick and Carol?

Carol Willick:

Mr. President and members of the Board, thank you for the opportunity to come up and introduce ourselves. My name is Carol Willick, and I work for [inaudible] Insurance. I'm Vice President of the commercial lines department. And I actually had the distinct honor of taking good care of you eight years ago. So I'm no stranger to the Village of Pleasant Prairie. And I also want to

Village Board Meeting
March 21, 2016

introduce the account manager who would be assigned to you [inaudible]. Excellent company. They handle hundreds of Fortune 500 companies. They have very strong financial [inaudible]. And they do have a large [inaudible] type situation with property. I think they're an excellent advantage to coming here and [inaudible] and be able to [inaudible].

[Inaudible]

John Steinbrink:

Well, thank you very much for coming this evening and your proposal.

Kathy Goessl:

Traveler's is also offering a ten percent or a two year lock on our property assurance.

Rick Kalscheuer:

I just also wanted to take the opportunity to address the Board. Mr. President and fellow Board members, I'm Rick Kalscheuer. I'm from R&R Insurance, and we represent the League of Municipalities insurance program. So I think we covered you for about six years, for approximately six years. The way the League program works is Kathy contacted us and said could we split up the Worker's Comp. We said we'd be willing to do that for the Village. I do want to let you know you would be only the third municipality that the President of the insurance company has allowed that to happen. One is a self-insured city. Another has a nursing home exposure that the League really does not care to insure.

I think Kathy and the staff put together an excellent analysis of all the costs. I think the one thing that you also need to look at is the services that the League is bringing to the table, the services that the insurance agency is bringing to the table. Given an occupational therapist on staff she's partnering with your Fire Chief right now to put in a new program to reduce the injuries and also reduce overtime. So one of the points that I would make is that if that mod goes up and down, a five point or a six point change in that mod does equal the \$20,000 difference or so that is in premium. And that's just something to consider when you make your decision. At the end of the day I know you're going to do what's best for the Village. And we've enjoyed working with the staff, and we'll look forward to working with the staff. Any questions from any of the Board members?

John Steinbrink:

All right, thank you for your proposal.

Michael Serpe:

Do we have a motion yet? I move to concur with the finance director's recommendation.

Village Board Meeting
March 21, 2016

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

SERPE MOVED TO CONCUR WITH THE FINANCE DIRECTOR'S RECOMMENDATION TO AWARD THE VILLAGE'S LIABILITY INSURANCE COVERAGE , INCLUDING AUTOMOBILE PHYSICAL DAMAGE COVERAGE, WITH THE LEAGUE OF WISCONSIN MUNICIPALITIES AND ALL OTHER INSURANCE COVERAGE BE AWARDED TO TRAVELERS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

9. VILLAGE BOARD COMMENTS

Michael Serpe:

I have one. Hearing tonight that another company has filed a dark store contested assessment I think it's time that maybe we consider inviting our state representatives to meet with us and maybe discuss this openly and see what they have to say about this. It's getting a little out of hand not only for Pleasant Prairie and the City of Kenosha but for the entire state. And I think we should get some answers as to why this is happening and what are they going to do about it. Just for your consideration for the future.

John Steinbrink:

Now that the session is over they definitely have the time.

Michael Serpe:

That's right.

Mike Pollocoff:

I'll get some dates from them where we can have them come in and talk about it. The problem didn't go away, it's just the legislature ended their business. So Rocco Vita had numerous discussions with legislators on behalf of the WAOO, the Wisconsin Assessing Association to deal with this. Because there are a lot of communities - we're struggling with it. You take someplace like Wauwatosa they have 27 claims filed against them. If you think about the new Nordstrom's on 45 going up out of town, just built, incredible, a lot of municipal infrastructure put in to facilitate that, and they were looking to drop their cost by 70 percent.

So as long as that game can be played there's all the incentive in the world for a company that can afford to hire an attorney to press that forward and do that at the expense of the residential taxpayers and small businesses. So the guy that has a business like Nordstrom's clothing or

Village Board Meeting
March 21, 2016

housewares store cannot compete. It's hard enough to compete on a price basis but let alone now has to pay the same property tax as everybody else, and Nordstrom's doesn't have to pay the same as a small business. It's a challenging situation. In our discussions they really weren't willing to address it at this time. So I think a discussion with representatives in light of what the exposure is to Village residents will give them something to think about over the next nine months.

Steve Kumorkiewicz:

We were in Madison last year and I remember [inaudible].

Mike Pollocoff:

We've been working on it for a while.

John Steinbrink:

Not like it's a surprise. Thank you, Mike. I had the honor yesterday of attending an Eagle Scout ceremony with Chief Smetana and Chief McElmury for Ryan Dougherty. A very poised young man that's really moving ahead with his life. He presented himself well. So we wish him the best, and we know he's going to do well. A lot of family there and other folks from the community wishing him well. Other comments?

Dave Klimisch:

In tonight's package we had some significant proposals with insurance, with the website, with more Planning Commission things. So thank you to Kathy, Dan, Jean and your teams, because what we see on the screens is a summary of hours and hours of work. So thank you for making everything so clear. I know there's bumps in the road that we don't get to see on nights like this.

John Steinbrink:

Speaking of bumps in the road, I know we passed the ordinance for the truck parking around the Village. And I have had complaints from numerous residents on that. They were very happy to hear that the Village has taken proactive steps and signage steps and every kind of step we could take to eliminate this. And looking at some of the roads in the area, especially 113th the damage there is unbelievable for that road. It's not only an eyesore the trucks parked there but the damage. And I'm not sure, the Village is going to have to pay for that I suppose. Hopefully we can pass some of this cost on to some of these truckers that feel it's their obligation to do this to our streets and to abandon their vehicles around the area. Are we in the process now of ticketing that, Chief? Great. And we'll be able to toll and get these things out of our streets and that.

Mike Pollocoff:

We're going to have large notice signs posted on main arterials coming into the Village. We've talked with the Village attorney, and we've had discussions with the judge as to what constitutes

Village Board Meeting
March 21, 2016

notice and weight limits on Village roads and parking restrictions. So we'll get those signs up. Some of the spot problems like 113th we have signs up right now. But all the other areas we're going to cover with large signs.

John Steinbrink:

Right, so thank you to everybody that made that possible. That's something that's really going to be appreciated by residents. Probably by public works that doesn't have to fix as many roads that get damaged out there. Any further comments?

10. ADJOURNMENT

**SERPE MOVE TO AJDOURN THE MEETING; SECONDED BY KUMORKIEWICZ;
MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 6:55 P.M.**

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
April 4, 2016
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, April 4, 2016. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director; Dan Honore, IT Director; Sandro Perez, Inspection Superintendent and Jane M. Romanowski, Village Clerk.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES - MARCH 7, 2016**

Dave Klimisch:

Move approval.

Michael Serpe:

Second.

John Steinbrink:

Motion by Dave, second by Mike. Any discussion on the meetings.

KLIMISCH MOVED TO APPROVE THE MINUTES OF THE MARCH 7, 2016 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY SERPE; MOTION CARRIED 5-0.

- 5. RECPLEX LIFEGUARD COMMENDATIONS**

John Steinbrink:

Item 5 is quite an honor here. The RecPlex lifeguard commendations. Mike?

Village Board Meeting
April 4, 2016

Mike Pollocoff:

Mr. President, it is quite an honor and it's something that we're happy to be able to do. Something we trust young people to do every day, and they've done a good job. And so to begin with I'd like to bring up the Medical Director for the Kenosha Hospital, Dr. Feinzimer, and anybody else from Kenosha. He has some comments to make. And then after that Kevin Milak, Aquatics Director, And Carol Wilke will be bringing some comments from the Village as well.

Benjamin Feinzimer:

Mr. President and Trustees, thank you for the opportunity to speak this evening. I'm just going to share some words as you mentioned in remembrance of a potentially disastrous day that ended up very well. When choosing a profession generally the intention is to satisfy a personal need. We all want to enjoy our kids, we want to succeed. We typically select something we believe will produce basic happiness. In the world of emergency medicine, though, that self-happiness comes only after we provide for others.

On the evening of March 7, 2016 that balance was tested. By no surprise, the safety of a four year old little girl became the single focus of several emergency healthcare providers. Thanks to the quick reaction, appropriate assessment and expert skills and four RecPlex employees a family is able to live a normal life. They can laugh together, cry together, learn from each other and share their experiences. These lifeguards protected a family from certain devastation, and instead gave them a reason to celebrate. The chain of survival worked to perfection on this memorable day.

From those at the pool to the 9-1-1 dispatchers to the firefighters paramedics of the Pleasant Prairie Fire Department, to the staff at St. Catherine's and Children's Hospital, each individual deserves high praise for saving the life of a child. Along with Chief McElmury and Deputy Chief Roepke, as the EMS Medical Director it makes me so very proud to recognize the members of that team and to commend each for exemplary service to their community.

On behalf of the United Hospital Systems, the Kenosha County Emergency Medical Services I present these commendations. First I'd like to name the members of the Pleasant Prairie Fire Department who will then deliver the awards to the four lifeguards we honor tonight. I will read the firefighters as a group, and then our RecPlex guards individually. Chase Jones, Nate Konkol, Gavin Haller, Marc Lois, Chris Yule, Trevor Arnold, Justin Ferkin, Lieutenant Joel Olszewski and Lieutenant Kevin Mattison.

Now for the more important, the group. Providing the primary water rescue, lifeguard Broden Etmans who has taken a pass this evening. Oh, I'm sorry, all right. Lead guard Tyler Schwab. Secondary responder lifeguard Christopher Heiberg. And secondary responder lifeguard Leighanne Hogan. Thank you.

John Steinbrink:

Thank you.

Village Board Meeting
April 4, 2016

Mike Pollocoff:

Now, I'd like Carol Willke and Kevin Milak to come up. And I'd also like just to kind of set the entire scene or the process for Chief McElmury to talk about in addition to how the fire department rescue response is part of this. We definitely had a lead team taking care of the situation in the pool, and we had the ability to have the fire rescue as backup to what the lifeguards were doing.

Chief McElmury:

The evening of the 7th from the fire and rescue standpoint we were toned out to an incident at the RecPlex in which there was a child not breathing, CPR in progress. We happened to have two people up working out that were off duty, and that was Nate and Chase. So they literally walked over through the windows that view from the top fitness area down to the aquatics center. They could see the lifeguards working on the young lady down there. So they quickly went down. Then we responded with an ambulance and an engine, and then the duty chief that night also came due to the nature of the call.

By the time they got there, even by the time Nate and Chase got down there, the way they related the story to me was the lifeguards had things well in hand. They had already initiated CPR, they had done the right things. The airway was clear. They were working on them, and literally all they did was they were there to assist and kind of get the transfer of care going. But all the primary life saving skills had been performed admirably by the four lifeguards.

Kevin Milak:

Kevin Milak, Aquatics Director at the RecPlex. I'm just here, again, to give praise to the group. Every situation has elements that you can learn, and we have lifeguards that have been with us for years that have never even had to jump in the water to save anybody. And we have had lifeguards that have been on the job for weeks, and they've had to jump in to save somebody. So training works and in services work and continuing education works. And I'm happy to say everything worked out for the best. Thanks.

Carol Willke:

I just want to add that I'm incredibly proud at this group of lifeguards and all of our lifeguards. Sometimes they are kind of the unsung heroes. And people look at them at the rule upholders and the guards won't let me do this, and they won't let me do that but there's a reason. And I'm just very proud of the staff. And Kevin and his trainers all the hard work they put in is for this reason. It's one of those things that you hope you never have to perform, but if you do you're ready and confident in yourself. So I'm very proud of them.

Mike Pollocoff:

Carol, the plaques are right there.

Village Board Meeting
April 4, 2016

Carol Willke:

You guys get to come up yet again. Christopher Heiberg. These are a certificate of commendation on behalf of the Village. Leighanne Hogan. Tyler Schwab. Broden Etmans.

John Steinbrink:

Once again congratulations. And they told me these plaques were tested, they do float, but not to use them as a flotation device in the pool. But we're all very proud.

Michael Serpe:

Tonight before we came down Mike has shared with me the letter that the parents of this little girl sent to the Village. And I'm going to tell you I was choked up and I had tears in my reading it. What you people did to save this girl's life, I'll tell you, that will last with me forever, and I know it will last with the family forever. Congratulations on a great job, great job.

John Steinbrink:

Once again we're all very proud. And thank you for what you did. That's what makes a community great is your dedication and service so thank you. I think if they don't want to have to hang around for everything we can let them go.

Mike Pollocoff:

They're more than welcome to stay.

John Steinbrink:

Chris, you might want to get a picture of everybody together I think.

6. PUBLIC HEARING

- A. Consider the request for a Class "B" Fermented Malt Beverage and a Reserve "Class B" Intoxicating Liquor License for the proposed Milwaukee Burger Company to be located at 9901 77th Street, Suite 810.**

Jane Romanowski:

Mr. President and members of the Board, on March 10th Redtail Enterprises submitted an application for the Class B fermented malt beverage and a reserve Class B intoxicating liquor license as you said for the proposed Milwaukee Burger Company to be located at 9901 77th Street, Suite 810 at the old Tazino's Restaurant that's been closed for about a year. With the reserve license the initial fee is \$10,000, plus then the annual Class B liquor license fee of \$500. And the initial fee for that reserve license - it's a certain class of license - it's just a one-time fee,

Village Board Meeting
April 4, 2016

and then the annual license is set by ordinance which is the \$500. The license fee for a Class B fermented malt beverage is \$100.

In accordance with our ordinances, the Board can grant a license prior to a completed project, but the establishment must be open within 90 days of Board approval, or for cause the Board could extend that to 180 days. So Milwaukee Burger Company or Redtail Enterprises has submitted an application and are in the process of doing some renovations. And what I was told is they're set to be open, hope to be open for business in mid to late May.

If the Village Board approves the request obviously they'd have to pay the \$10,000 reserve fee, license fee, and they'd have to pay the prorated licenses from the date of issuance, and we're going to go all the way through June of next year instead of making them come back for renewal. So we're going to be going a little over a year. Payment of publication costs and, of course, we'd need certificates of occupancy issued by the community development inspection and fire and rescue departments. There is a representative tonight here if anybody has questions. Otherwise their application is in order. They do have I believe five other restaurants throughout the state, Milwaukee Burgers, so they're well aware of the Wisconsin liquor licensing laws and their application is all set.

John Steinbrink:

This being a public hearing I'm going to open it up to public comment or question. Did we have a signup?

Jane Romanowski:

We had a signup but nobody signed up. But, again, there is a representative here.

John Steinbrink:

There's a representative here in the back there. Sir, why don't you just come up and give us your name and address for the record and a little bit about your endeavors here.

Matt Letnes:

Sure, my name is Matt Letnes, one of the owners. It's a family business. And this is Kimberly Olsen, she's the agent on the license. She is district manager of our company. Any questions?

John Steinbrink:

So you're looking at a mid May opening?

Matt Letnes:

Yeah, May 16th or the following Monday, the 25th maybe. So renovations are going along.

Village Board Meeting
April 4, 2016

John Steinbrink:

Other questions?

Kris Keckler:

In the notes it said this is your fifth location?

Matt Letnes:

Yes, the fifth Milwaukee Burger Company.

Kris Keckler:

The other four locations is it a similar size, similar setup?

Matt Letnes:

It is, yup. So we have one in Eau Claire, Wausau, Appleton and Franklin, same name, same concept.

Kris Keckler:

How long since you opened up the first couple or the first one?

Matt Letnes:

In 2008 was in Eau Claire, and then 2012 was Wausau and Appleton. And then last year we opened Franklin up.

Michael Serpe:

What's your normal clientele?

Matt Letnes:

Families. Business people during happy hour but typically families.

Jane Romanowski:

The restaurant in Eau Claire is really good. My daughter lives there so I've been there many times.

Matt Letnes:

We were just talking it's a tough act to follow with the lifeguards that we're trying to sell burgers.

Village Board Meeting
April 4, 2016

Jane Romanowski:

It's a great restaurant.

Kris Keckler:

Move approval based on the conditions outlined.

John Steinbrink:

First we have to ask if there's anyone else wishing to speak. Thank you, sir. Anyone else wishing to speak? Hearing none I'm going to close the public hearing. Kris?

Kris Keckler:

Move approval as per conditions outlined.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

KECKLER MOVED TO GRANT THE REQUEST FOR A CLASS "B" FERMENTED MALT BEVERAGE AND A RESERVE "CLASS B" INTOXICATING LIQUOR LICENSE FOR THE PROPOSED MILWAUKEE BURGER COMPANY TO BE LOCATED AT 9901 77TH STREET, SUITE 810, SUBJECT TO THE CONDITIONS SET FORTH BY STAFF; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

John Steinbrink:

Thank you for coming, and we look forward to your opening.

7. CITIZEN COMMENTS

Jane Romanowski:

No signups tonight, Mr. President.

John Steinbrink:

Anybody wishing to speak under citizens' comments? Yes, ma'am? Give us your name and address for the record.

Village Board Meeting
April 4, 2016

Pauline Hammerbeck:

Pauline Hammerbeck, 6724 Springbrook Road. I know the Village Board, good evening, I know that you're in the process of reviewing our ordinance as it relates to sex offenders. And I'm just here to ask you to stay the course and make sure that your review and the ultimate recommendations will be to specifically exclude the group half way house scenarios for violent sex offenders that operate in the community. As you know we have three such locations in the community right now run by the Department of Corrections where violent sex offenders are rotated in and out.

And I know the Department of Corrections claims that these are temporary residents. But in the year and a half that I've been monitoring the situation they're not. You know, there have been many instances where the sex offenders have been moved from the half way house on Green Bay Road to the one on Sheridan Road and then over to the King's Motel. And then after a short lapse back through the rotation again. They frequently overstay the supposed 30 to 60 duration of the program.

One offender, Kenneth Dirkson has been living in our community in these half way houses since the fall of 2015 first near my house on Old Green Bay Road for about six months, then at the King's Motel by the Pleasant Prairie Outlet Mall where there are another eight to nine other sex offenders placed by the Department of Corrections. And as I was told by a Department of Corrections official the King's Motel is supposed to be an ultra temporary emergency bed style housing. But clearly that's not the case. They're not using these as temporary emergency beds, and there's no one holding them accountable. They're perfectly fine with making someone like a Kenneth Dirkson a permanent resident of the Village.

And I think if we don't tighten our ordinance all that we can do is just sit back and hope that the Department of Corrections runs the program efficiently, honestly, equitably. But, of course, this is also the same department that a few months back was in the midst of a scandal for the way it runs its juvenile prisons, led to the department secretary resigning. This is the same department that waited days before notifying the public when an inmate escaped in Oshkosh. So do we think that they're running this program in our community any more efficiently or equitably with the concerns of local residents in mind? Or are they just filling beds which is what I was told when I asked the Department of Corrections representative how they gauge the success of the program. Just filling beds is what she told me.

And I understand also how law enforcement might feel with the philosophy of at least we know where these people are. But that doesn't make the current situation equitable where the residents of Pleasant Prairie are taking on so much more of a burden and a risk to house so many of the surrounding city and village offenders in our community simply because they don't want them.

And then finally I just wanted to point out that there is currently legislation circulating in Madison. I know they're not in session, but there is a bill that is supposedly going to make the distribution of sex offenders more equitable across the state by restricting people to the home counties in which they resided. But in my reading of the bill there appears to be a giant loophole

Village Board Meeting
April 4, 2016

that will leave all the current Department of Corrections half way houses intact, but will limit local municipalities for any corrective action. Which means that if we don't act now and change our ordinances and ban these Department of Corrections half way houses from Pleasant Prairie they're going to remain permanent fixtures in our community if this law is to pass. And then we can truly say that, you know, these half way houses and the violent residents who reside there will become permanent residents. Thank you.

John Steinbrink:

Thank you. Anyone else under citizens' comments? Hearing none, I'm going to close citizens' comments.

8. ADMINISTRATOR'S REPORT

Mike Pollocoff:

Mr. President, Chief Smetana and I and counsel for the Village have been working on crafting a new ordinance that will deal with sex offenders. Given kind of the state of what it looks like in changes that have been made in the most current law that came out of Madison, it's not just a matter of setting a limit. Really there's real estate law implications, it's a classic spider web when you pull on one thing and something else starts going. So I think counsel has done a good job of preparing a multi-pronged approach to deal with the majority of those things that we can regulate.

If you think back in the Wanggaard law, it really relates to -- it eliminates any ability for a municipality to regulate the placement of the most violent sex offenders. So it reduces the limits down to 1,500 feet. So for some amount of time, I don't know how long that will be, we could have a situation where it's almost easier to place the most violent sex offender back into the community to begin integration into the community than it will be for any of the other ones.

I think the law that was adopted, the Wanggaard law it was incomplete. It didn't really address anything. But that would be comprehensive, that would I think address everything. But we'll be bringing in in two weeks for the Village Ordinance will be as comprehensive as anything we can do, whatever home rule authority the state hasn't taken away from the communities we'll be able to accomplish as far as concerns with dealing with this. Right now we're working with some GIS mapping details and other fine points we need to work through. And we'll have that done I think by the end of this week, and we'll be ready to give it a few more reviews by the department and the staff and attorney to have it back here for April 18th maybe. And we'll make a recommendation at that time to consider that ordinance.

It does take care of a lot. Just for now it won't take care of the most serious. We've lost our ability and power to do anything with those. We have to live with whatever the state is doing on that. And I'm hoping that that is the result of this next iteration of state statutes. I think that's one of the things that hopefully we can get our legislators and the League of Municipalities, I don't know anybody at the League that was happy with the way this thing turned out. It made the

Village Board Meeting
April 4, 2016

problem that everybody's most concerned about the one that has the least restrictions on it right now. So a lot of people are going to be trying to make an effort to get this squared away.

The session will start in January next year. They'll open it up and probably get down to business in February or March. But that gives us time between now and then to get legislation drafted on behalf of the League and other municipalities to have that ready to go and get that in place. My experience is in the budget year the budget is going to be the first thing that gets dealt with, and then everything else is second unless you have something that's ready to go. Given that there is quite a bit of real estate issues that we're dealing with in this, we'd rather have this all come out at one time. It will enable the Village to administer how these placements occur through regulation. So with that I'll be bringing that back to our next meeting.

Michael Serpe:

You have to wonder how a legislator would come forward with this law and who's pushing them to do this. And that's a big concern. I think it's something that every one of us should be looking at. And they come up with these things that take local control away. It obviously is not the best law that's been passed in Madison. And you have to wonder who's pushing these guys and at what cost are they giving to the campaigns. And that's very troubling. And I have a feeling if we did some checking you could probably find out.

John Steinbrink:

Mike, is there a danger that we craft ours, we pass it here, we abide by what's out there now, in the infinite wisdom of the State Legislator they come back into session and they undo everything we've done?

Mike Pollocoff:

Well, in a way they've undone what we had previously. We had a 2,000 foot limit, and that was reduced to 1,500. And then in that legislation we were prohibited from exercising any legislative control at the local level whenever that's done. So the legislature can pass any law they want. One way to look at this was to throw the kitchen sink at the problem and make it so that we just never have another one placed. I think that invites an attack or ends up being a reason for some interest group that profits from these placements to go to the legislature and say we're being damaged by this. I'm losing my income or I can't rent property or I can't enter into contract anymore.

So counsel has been cautious. We want to structure something that's good for the community, provides safety to the community but is not taking a two by four to a problem that only needs a stick on it. And that's what we're trying to do. But I think like Trustee Serpe said there's people who are interested in this. I mean Corrections want to get people when they have to get them out. And I think they're following an organizational process where they have to get people -- once they can't hold them in prison anymore they've got to find a place for them so they're looking for a place.

Village Board Meeting
April 4, 2016

But there are people who make a living at dealing with this stuff. And now you can't really track where that money comes from. All that's hidden now. There's no tracking that. It makes it hard to -- you can surmise you're dealing with but you really don't know. So you're trying to sit down and figure out who could benefit from having this bill the way the state wants it and deal with it in a certain way. I think we'll come up with the best we can. And then from there it's an issue of hanging onto it. And it's an issue of getting the state to say, listen, don't make your worst and most violent and troublesome sexual offenders the easiest to place. Somebody who might be a lot less problematic is going to go through a lot more hoops under the local ordinance than somebody who is just only tracking to the state statutes.

John Steinbrink:

All right, thank you, Mike.

Mike Pollocoff:

That's all I have, Mr. President.

9. NEW BUSINESS

A. Consider Resolution #16-13 designating April 10-16, 2016 as National Public Safety Telecommunications Week.

Chief Smetana:

Thank you, Mr. President and members of the Board. Tonight seems to be the night of honor unsung heroes with noting the heroic efforts of our firefighters and our lifeguards at the RecPlex. I'd like to add on to that, piggyback on to it. Each year we honor our public safety telecommunicators, our dispatchers and our call takers at the public safety center over at Prange. I'd like to thank you for considering that again this year with this resolution.

I think I speak for Chief McElmury in that we trust these people with the public safety. They're behind the scenes, we're out on the street. They're the ones who are taking the calls. They're the ones who are taking those emotional calls at two o'clock in the morning. So we depend on them for our safety, and we depend on them and leave them the responsibility of the safety of the public as well. And this resolution goes a long way in giving them a well deserved pat on the back. So thank you for your consideration of it.

John Steinbrink:

Thank you, Chief. And we depend on them because that's the first people we call to hopefully get the right people to our door whether it's a police officer or firefighter or a paramedic. So they play a big part in everybody's life. As you say, the unsung heroes is the voice on the end of the phone, the one we never see but the one we depend on.

Village Board Meeting
April 4, 2016

Steve Kumorkiewicz:

I make a motion to pass Resolution 16-13.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave for adoption of Resolution 16-13. Any further discussion?

KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #16-13 DESIGNATING APRIL 10-16, 2016 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

B. Consider an award of contract to install fencing at the LakeView Lift Station and on the north end of the Prairie Farms Trail.

John Steinbrink, Jr.:

Mr. President and members of the Board, this evening I'll be bringing to a potential award of contract for fencing at the LakeView Lift station which is at 9788 88th Avenue and the north end of the Prairie Farms Trail just located to the south of Bain Station and County Trunk Highway C.

Bids were submitted, and we did receive five. All five total bids ranging from \$20,581 which was the low bid by Statewide Fencing, to a high bid of just over \$33,000. Statewide has done a lot of work for the Village in the past. And more recently they did the first mile from Lake Andrea north along Prairie Farms Trail. So this just really completes this now that the path is complete, and then actually doing the LakeView Lift Station also. They did the south central and 73-1 lift station. So it would be the same type of fencing.

The LakeView Lift Station will be a six foot high black poly coated fencing with three strands of barbed wire and a sliding gate for access. And the Prairie Farms Trail is a 16 inch, five foot high moving wire fencing with steel posts every ten feet very similar to what you see along an interstate. A little bit cheaper application, but for its purpose it will work well. So I am recommending Statewide Fencing for a total amount of \$20,581. I can answer any questions.

Michael Serpe:

What a difference from the low bid to the high bid here.

John Steinbrink, Jr.:

Yeah, I was very happy that the low bid came in as aggressively as they did.

Village Board Meeting
April 4, 2016

Michael Serpe:

And even under what you proposed in the budget. I'd move approval of the Statewide Fencing.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

Dave Klimisch:

John, you said there's three barbed wires all the way around?

John Steinbrink, Jr.:

That's correct.

Dave Klimisch:

What's the history been with vandalism or people messing around with the lift stations?

John Steinbrink, Jr.:

We have not had any vandalism at the LakeView Lift Station. But it is our primary largest lift station which serves probably two thirds of the industrial park and the entire northwest quadrant of the Village, everything from Prairie Ridge, Target, Dick's, the hospital services, everything throughout there. And so it is a major piece of infrastructure. And our five year CIP for the sewer utility we have put down putting this fencing around one lift station per year. So we're hoping in the matter of ten years we'll have secured all of our utility lift station infrastructure.

Dave Klimisch:

I'm glad it's more than just a fence, something to keep people out.

John Steinbrink, Jr.:

Yeah, it keeps the honest people out anyway.

Michael Serpe:

One other thing if I may. I know we're concerned with security and somebody doing something that we don't want to happen. Lately security cameras are becoming very, very affordable. It probably wouldn't be a bad idea for the future to look into something that we can have.

Village Board Meeting
April 4, 2016

John Steinbrink, Jr.:

That's a great point, Trustee Serpe. I'll make sure on the 2017 CIP to work with our IT director to start bringing that forward.

Michael Serpe:

That's just something to think about.

John Steinbrink:

Other comment or question?

SERPE MOVED TO AWARD A CONTRACT TO STATEWIDE FENCING IN THE AMOUNT OF \$20,581 TO INSTALL FENCING AT THE LAKEVIEW LIFT STATION AND ON THE NORTH END OF THE PRAIRIE FARMS TRAIL; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

C. Consider an award of contract for the structural steel component of the Roger Prange Center Equipment Storage project.

John Steinbrink, Jr.:

Mr. President and members of the Board, this is the bid package number 2 for the Roger Prange expansion. Above on the screen you see kind of the rough layout of what we're looking at. About a month ago we brought together bid package number 1 which was the precast that was awarded. And that really has the longest lead time, so we thought it was worthwhile to move forward and get that precast at least in queue for construction. And then the second longest lead time is the structural steel package which I have before you today.

Riley Construction who is acting as our general contractor put together a bid. And there were two bids received, Ace Iron & Steel in the bid amount of \$537,730, and Cardinal Fabricating at \$560,000. Riley has worked with both of these companies in the past. And the delivery date for Ace Iron & Steel who submitted the low bid of 6/22 fits in with our construction schedule. So we are looking to award contract if you accept for Ace Iron & Steel not to exceed \$537,730.

Michael Serpe:

When is grading starting on here?

John Steinbrink, Jr.:

We're looking at starting grading on June 7th. We have some environmentals that have to go before the Board on June 6th. So once all that's complete then we'll start construction the next day.

Village Board Meeting
April 4, 2016

John Steinbrink:

Was there any problem getting steel? At one time we had problems with the timing of getting steel.

John Steinbrink, Jr.:

A lead time probably just under three months out, so it's around that 80 days out if we award contract this evening. They're not indicating any delays or any issues at this time.

Dave Klimisch:

I'd move approval.

Michael Serpe:

Second.

John Steinbrink:

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

KLIMISCH MOVED TO AWARD A CONTRACT TO ACE IRON & STEEL IN AN AMOUNT NOT TO EXCEED \$537,730 FOR THE STRUCTURAL STEEL COMPONENT OF THE ROGER PRANGE CENTER EQUIPMENT STORAGE PROJECT; SECONDED BY SERPE; MOTION CARRIED 5-0.

D. Consider a partial termination of Memorandum of Development Agreements for both the Prairie Ridge and Arbor Ridge developments.

Jean Werbie-Harris:

Mr. President and members of the Board, Mr. Clark Enright of TBK Bank, agent on behalf of FWQCM, LLC is requesting the partial termination and release from two memorandums of development agreement that are related to onsite improvements in the Prairie Ridge development and specifically the Arbor Ridge development area of Prairie Ridge. The public infrastructure of Prairie Ridge Subdivision development has been completed and accepted by the Village for many years now. The public infrastructure for the Arbor Ridge area was just recently completed and has been obligated through the completion of an executed assignment of development agreement and current letter of credit on file with the Village.

There are two releases, again, that they are looking for. They're looking for the release of the memorandum of development agreement dated March 9, 1998 that was recorded in the Register of Deed's office on March 12, 1998 as Document 1088728. Again, that particular memorandum refers to work that was largely completed between 1998 and 2004. That work has all been

Village Board Meeting
April 4, 2016

completed, and a number of these releases have already been approved by the Village Board for that particular document.

The second memorandum of development agreement dated January 17, 2005 and recorded at the Register of Deed's office on January 26, 2005 as Document 1420258, this refers to the public infrastructure as part of the Arbor Ridge development. That's the area south of Prairie Ridge Drive and just to the west of 94th Avenue. Specifically, that particular work was assigned by a consent document from the bank to Senior Lifestyle. And Senior Lifestyle entered into a development agreement with the Village and secured it by a letter of credit. That work, as I indicated, is completed. We are now just doing some final punch list items. But work is still secured by a letter of credit.

This particular property that is requesting the release of these two memorandums is the single vacant lot 3 piece of land that is immediately south of the Senior Villa. So it's not part of the senior housing or the Addison of Pleasant Prairie property, but rather it's a single parcel of land between 97th Court and 94th Avenue. So they are asking for these releases, one, because all the work was completed with the first memorandum. And, two, the public improvements that affect this particular property were assigned to another developer and have been secured by the other developer, been completed and inspected by the Village. Just minor punch list items and warranty period. So for that reason we are looking to have the release, again, only for this one lot 3 which is Tax Parcel Number 91-4-122-084-0413. These release documents were drafted by the Village's attorney. The staff recommends approval as presented.

Dave Klimisch:

Jean, what were the improvements?

Jean Werbie-Harris:

The improvements would have been the public infrastructure, the underground sewer, water, storm sewer, roadways, curb and gutter, street lights, street trees, sidewalks, all of the related infrastructure for 97th Court as well as 96th Avenue which is actually private, 81st Street which is actually private as well. It's all the infrastructure, again, in the Arbor Ridge area. But, again, we're just asking for that release document just for this one undeveloped vacant piece of land. We're not asking for the release for the Senior Lifestyle property.

Dave Klimisch:

I move approval.

Kris Keckler:

Second.

Village Board Meeting
April 4, 2016

John Steinbrink:

Motion by Dave, second by Kris. Further discussion?

KLIMISCH MOVED TO APPROVE A PARTIAL TERMINATION OF MEMORANDUM OF DEVELOPMENT AGREEMENTS FOR BOTH THE PRAIRIE RIDGE AND ARBOR RIDGE DEVELOPMENTS AS PRESENTED; SECONDED BY KECKLER; MOTION CARRIED 5-0.

10. VILLAGE BOARD COMMENTS

Dave Klimisch:

I brought my family down here on Friday to vote from two or three in the afternoon, and there was a steady stream and a bit of a line. And I was impressed from talking with Vesna and Jane Romanowski and some others I believe we're at least five times higher on absentee ballots than we were four years ago. I think in 2012 if I understand it we were at 250 absentee ballots. This year I think we're over 1,300 absentee ballots. We have a voter ID law. My daughter and some others, there were people registering. And from what I could tell is was seemingly a seamless operation.

So kudos to the staff that are involved with processing all the voter turnout coming in. And intermixed with all that was people paying their property bills and general questions, the day-to-day business that we do at the front counter. And the staff that were there -- I was starting to feel a little anxious because it was so busy. But the people at the counter just kept on doing what they do, and it was nice to see our staff working as hard as they work. So congratulations. It's nice having such good staff.

John Steinbrink:

Jane, be sure and pass that on.

Jane Romanowski:

Kathy Goessl's department definitely always helps out. But they had to really step up, they were a little short. And then we had poll workers also in all day Tuesday and then Wednesday, Thursday, Friday morning, and they helped out a lot thanks to Kathy.

John Steinbrink:

I reads in the paper there's a local young gal going to Whitewater to play volleyball on a scholarship. You must know something about that, Dave.

Dave Klimisch:

There's a local young lady who has got my same last name that's going to Whitewater to play soccer. She'll be a goalie in the fall. So we're all proud of her.

Village Board Meeting
April 4, 2016

John Steinbrink:

What did I say volleyball? Soccer.

Dave Klimisch:

It's a sport with a ball and there's a net.

John Steinbrink:

It was a nice picture, and the whole family was there.

Dave Klimisch:

Yeah, she made the paper.

John Steinbrink:

Other things under Village Board comments?

11. ADJOURNMENT

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ;
MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:45 P.M.**

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
April 18, 2016
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, April 18, 2016. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Rocco Vita, Village Assessor; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director; Dan Honore, IT Director; Sandro Perez, Inspection Superintendent and Jane M. Romanowski, Village Clerk.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PRESENTATION OF MONETARY DONATION BY ZION SOLUTIONS TO THE POLICE DEPARTMENT.

Larry Booth of Zion Solutions presented Chief David Smetana a check in the amount of \$1,000 to the Police Department for their cooperation in working with Zion Solutions throughout the years.

5. CITIZEN COMMENTS

Carolyn Gage:

Note: (Recording started 6:05 p.m.)

[Inaudible] copies of a letter from the City of Batavia that discusses their decision as to why they chose not to do this. I also have a booklet and a couple of summaries that I can -- I only have one copy of each, but I can hand them to everybody if they would like to look through it. There is an abundance amount of information out there that says that residency restrictions actually decreased public safety. And I don't know if the police officers here might agree with that. It sometimes will make it so an offender stops registering because they cannot find a place to live. And it's better to keep track of them than to not. So I can hand this booklet and the two summaries, and you can just pass it along or just keep it in your office. But I ask that you at least review it.

John Steinbrink:

If you want to give those to Jane she'll make sure they get distributed.

Village Board Meeting
April 18, 2016

[Inaudible]

Jane Romanowski:

There weren't any more signups on the sheet.

John Steinbrink:

Okay, sir.

Robert Boeninger:

Excuse my appearance. I can no longer afford the niceties a lot of us take for granted these days. My name is Robert Boeninger. I live here in Pleasant Prairie at 8333 Lexington Place, Number 5. I attempted to file an identity theft report with the local police department here. And I presented various documents, DHS background check showing my identity being used at this address, other documents, and directions to the Illinois State Police who also stated that my father's identity had been stolen who died in 1975. And other documents showing that these people are involved in crime actions against me and my family which resulted in serious injury at various times.

I went and placed a police report presenting some of this information to the police department, and I went back several days later to get a copy because the FBI and other agencies directed I must first file with the Federal Trade Commission and file an identity theft report. And then I'm to go to my local jurisdiction here, file a police report, and they'll be able to release a copy of my father's identification with this known individual's face on it. I went back, and they issued me this document saying they cannot process my request. And after speaking with several individuals here in the Town Hall here they led me to understand that there's no direction whatsoever that they can do, and they have no control over the actions of the local law enforcement agency.

I went back approximately two or three days after that, maybe a little longer. In between that time the individuals who are stealing my identity contacted me and made it known that they know that I'm trying to get them arrested again. I went and talked to -- at that time I don't believe this is the individual, this individual is much taller, and this is maybe over half a year ago maybe, who I understand to be the Police Chief. I asked him what's going on with this police report, why can't I get it processed?

And this is after I went back repeated times to please a process because it's very important. I've lost massive amounts of money. And this person that identified himself as the Police Chief stated that they have taken all the information all the computer, and your report no longer exists. And I go, well, that's troubling to me because you can't do that. And at that point I asked him why he won't process it, and at that time he told me because you are mentally unstable and taking medication. And at that point there was very little much to say. And since I've been trying to obtain a lawyer and talking to many representatives of our state about this problem.

Village Board Meeting
April 18, 2016

And in this situation due to the people at the level that have committed crimes against me such as kidnaping with violence I've lost literally millions of dollars, and these are the very same people. And I found six other families, too, that these people are connected to that have endured some of the same downfalls, and I've witnessed crimes by these people committed against other families. And I want to process this so I can get a route into these people because they're very powerful. So what I'm asking is to please process my police report for ID theft for myself and my father so I can get a copy of the ID and obtain an attorney. And that's where I'm at.

John Steinbrink:

All right, thank you. This is citizens' comments, the Board can take no action on items you've presented, but we will refer it to the proper channel.

Robert Boeninger:

Okay. I was directed to come here by --

John Steinbrink:

And you left us with your name and address.

Robert Boeninger:

By the Department of Justice.

John Steinbrink:

Okay. Chief, do we have his information at all? All right. People will be getting back to you.

Robert Boeninger:

Okay, thank you very much.

John Steinbrink:

Thank you.

Robert Boeninger:

I'll be heading out. Thank you.

John Steinbrink:

Anyone else wishing to speak under citizens' comments? Anyone else? Hearing none, I'm going to close citizens' comments.

Village Board Meeting
April 18, 2016

6. ADMINISTRATOR'S REPORT

Mike Pollocoff:

We have a pretty full agenda tonight, Mr. President, but I did want to bring the Board up to speed on something that's actively in process. And that would be the items that we're dealing with as far as abandoned store and abandoned building values. If you think back about a year ago Kenosha -- the State of Wisconsin had been considering an appeal about manufacturing assessments since the State does the appeals of manufacturing. And at that time Sanmina Corporation was assessed at \$8.9 million in 2014. They have presented a request in value change based on dark and abandoned factories that exist in the area. And the Tax Appeals Commission has reduced them to \$6,878,000 over the objection of the Village of Pleasant Prairie.

Subsequent to that action the Village Board directed myself and have the Village's Assessor engage on any future appeals to the Department of Revenue who is charged with making these manufacturing assessments and any requests that came forward. Subsequently after Sanmina had their value reduced to \$6.8 million they came back this year and said it really should be down to \$5.9 million, so they came back and asked for another one. So at that time the Village investigated it, did a staff analysis, and we recommended that it be placed at \$7.8. That was upheld by the Board of Assessors for the State of Wisconsin. And at this point Sanmina is now appealing it to the same Tax Appeals Commission that made the last determination.

So we're hoping with the Village standing as an appellant in the case appealing the recommendation from Sanmina that we will prevail on this. I think what I really want the Board to realize is that given the environments of how these things work it's truly a money making operation for attorneys to engage in this work, take a commission on whatever the refund is, and then going forward the corporation gets [inaudible]. They might take the whole thing or they might take 50 percent. One of the leading firms that's doing this has over 200 clients that they're doing this for. So some communities' fight them, some communities might have a contract assessor that passes it on and goes from there.

But it clearly leads to the troubling situation where these things are picking up. And there really is no stopping. They're going to keep getting these things if they can get them every year because the firm that's doing the legal work for them will benefit and profit from it. But I think its good news that we stepped in and will be hopefully doing another one in the following year because the State is doing these [inaudible] assessments every year, not every two years like we do when it comes out of the Village. So that's a status report on where we stand with property assessments.

Michael Serpe:

I have a question for you. Did we send an invitation out to our State Senator and State Representatives to meet with us to talk about this very thing?

Village Board Meeting
April 18, 2016

Mike Pollocoff:

Yes, I did. I met with them at the Council Government meeting two Saturdays ago. And they're working on finding a date where they can come to the Village.

Michael Serpe:

So they're working on a date. They're in recess right now.

Mike Pollocoff:

Right.

Michael Serpe:

So they're not very busy.

Mike Pollocoff:

That's all I have tonight, Mr. President.

John Steinbrink:

Thank you, Mike. I think it's important that the taxpayers know what the impact is on their bottom line and the services that we are able to provide to them. And the fact that they're paying somebody else's fair share.

Mike Pollocoff:

Yeah, that first one basically shifted \$2 million to residential taxpayers. Not that money came out of nowhere. It means the next year we couldn't levy that much, so that meant the residential taxpayers made up the difference.

John Steinbrink:

And we and other communities have made the State aware of this and the legislators, but unfortunately this is not a priority for them and they adjourned early so they could be on the campaign trail. Unfortunately their campaign trail is going to lead to higher costs for our residents and other residents around the State.

7. NEW BUSINESS

A. Consider Loyalty Day Celebration and Parade Proclamation.

Village Board Meeting
April 18, 2016

Mike Pollocoff:

Mr. President, this is coming out of the Public Works Park Department, so I'd recommend that John prepare a proclamation or describe it to the Board for their consideration.

John Steinbrink, Jr.:

Mr. President and members of the Board, I'd like to formally invite you and the community to this year's Wisconsin State Veterans of Foreign Wars, VFW, 2016 Loyalty Day Parade which will be held at Prairie Springs Park on April 30th of this year at 11:30. I'll go into a little bit of a history about loyalty. National Loyalty Day is observed annually on May 1st. This day is set aside to reaffirm loyalty to the United States and for recognition of the heritage of American freedom. Communities throughout the country also celebrate this patriotic day with parades and ceremonies. Loyalty Day is a holiday that promotes patriotism and recognizes and honors those who serve to protect those freedoms.

The holiday was first observed in 1921. It was originally called Americanization Day. It was recognized by U.S. Congress in 1955 and made an official recurring holiday in 1958. President Eisenhower proclaimed May 1, 1955 the first observation of Loyalty Day. And Loyalty Day has been recognized with an official proclamation every year by the President since its inception as a legal holiday in 1958.

Just a note that there's only one Loyalty Day parade in each state each year, and Pleasant Prairie was chosen this year with the Pleasant Prairie Memorial VFW Post 7308 as the host of that. So we're very excited to have the opportunity to host that for the State of Wisconsin. It will be held in Prairie Springs Park. Again, it's Saturday, April 30th. The parade route is going to start on the north ball diamonds and continue on to Park Drive to the southwest direction onto Terwall Terrace and onto the parade finish located at the new park and ride service lot just a little bit west of the south ballfield diamonds. So far we have 40 entries for the parade with local VFWs, neighboring VFW, other state organizations, police, fire, color guard honor guard. And I did hear this morning that possibly Jim Hawkins from Great Lakes Naval Base was going to be there, and also possibly the Great Lakes Band. And so we're definitely expecting a big turnout, and we're very excited to host that.

And with that I can read the proclamation into the record. Whereas, Loyalty Day was first celebrated as Americanization Day in 1921 as a way to reaffirm loyalty to the United States and to recognize the heritage of American freedom; and Whereas, President Dwight D. Eisenhower proclaimed May 1, 1955 as the first observance of Loyalty Day, and on July 15, 1958, Loyalty Day was made an official recurring holiday which has been recognized with an official presidential proclamation every year since; and Whereas, communities throughout the United States celebrate Loyalty Day with parades and ceremonies to promote patriotism and honor those who serve to protect our freedoms; and Whereas, Pleasant Prairie Memorial Veterans of Foreign Wars Post 7308 has been selected as host for the state-wide Wisconsin Loyalty Day Celebration in 2016; and Whereas, on April 30, 2016, Pleasant Prairie Memorial VFW Post 7308 will host a state-wide Loyalty Day Celebration at Prairie Springs Park in the Village of Pleasant Prairie in collaboration with other veterans organizations, civic and community groups to promote

Village Board Meeting
April 18, 2016

patriotism and honor veterans, emergency services personnel, police and every American who contributes to the support and defense of this great country;

And Whereas, the Loyalty Day Celebration on April 30, 2016 will include a parade, judging of parade entries, an awards ceremony, refreshments and conversations with the community and all are invited; and Whereas, as Americans we are united by the principles of freedom, justice and equality. Now, therefore, I, John P. Steinbrink, President of the Village of Pleasant Prairie, do hereby proclaim Saturday, April 30, 2016 to be the day of the Loyalty Day Celebration and Parade in the Village of Pleasant Prairie and call upon all in our good State of Wisconsin and the surrounding region to join Pleasant Prairie Memorial VFW Post 7308 in recognizing the heritage of American freedom. And signed this date April 18, 2016.

John Steinbrink:

Thank you. And just a note about our Post 7308, they've become very active in activities around the area and doing a great job especially in educating youth on Veteran's Day and the other celebrations that a lot of people are somewhat forgetting over the years here. And this is one thing they're doing here to further that. As John said it's an honor for us to have this in our community this year. So it's something that rotates around the State. We're fortunate enough this year to have it. Mike, anything else? We look forward to April 30th. And if we get good weather that's going to be even better. Do we need a motion on the proclamation?

Michael Serpe:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of the Loyalty Day celebration and parade proclamation. Is there any further discussion?

SERPE MOVED TO ADOPT A LOYALTY DAY CELEBRATION AND PARADE PROCLAMATION AS PRESENTED; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

B. Consider Ordinance #16-10 to repeal and recreate Chapter 287 of the Municipal Code relating to Sex Offenders.

Mike Pollocoff:

Mr. President, this is an item that we've been working on for some time now. And it's a product of quite a bit of research from the staff's perspective and our attorney. And we've slowly but

Village Board Meeting
April 18, 2016

surely been impacted by an environment where the community surrounding us have increased their regulatory efforts as it relates to sex offenders. And it's had an uneven application of how it's impacted Pleasant Prairie.

So we took a look at what were some of the negative impacts of regulating the location and housing of sex offenders from a sex offender standpoint, and we've also looked at it from the community standpoint. And I've seen numerous studies that said -- I've evaluated studies that says if you put these individuals in the situation where they're cast out as outsiders or they can't function then you can see some more deleterious impacts. But a lot of the studies that I've seen have indicated and reflected that those individuals go best sited in an area, one, where they have some support services, if it can't be their direct family there's some type of family member there, or there are services to make sure they can leave their home, go to a place of employment, and be able to return until such time having support of counseling and work to get them back to where they're integrated into society.

One of the things about Pleasant Prairie is we're 33 square miles, and there isn't a real -- we have areas of high concentrations of population, we have areas that are very rural areas. And to the degree that someone's placed in an area that -- we don't have mass transit at all in the Village, so it's relying on somebody to either get a car or have someone who has a car to get them to where they want to go. And there's no prospect of us having mass transportation any time in the future because it's really operated out of City of Kenosha, and the City of Kenosha is not providing that to any municipality outside the City limits.

So from that point from the attorney's standpoint and from staff's we've been taking a look at what we need to do. We tried to approach this from being able to manage the situation at four different levels so that it could be controlled better. The purpose of this is not to seek to impose any criminal penalties on individuals, but rather service the Village's compelling interest to promote, protect and improve the public health and safety and welfare of the residents of the Village of Pleasant Prairie in order to create areas around locations where children regularly congregate in a concentrated number wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residence.

There are repeat sexual offenders or sexual offenders who use physical violence, and sexual offenders who prey on children or sexual predators present an extreme threat to the public safety. And those offenders are certainly likely to use physical violence and to repeat their offenses. And most sexual offenders commit many offenses and have more victims than are typically reported. So that's the underpinning. In order to maintain a certain level of I don't want to say sanity but some certainty in the community that people are living in an area that's safe these are actions that the Village has under its home rule authority, the responsibility they can take.

Let me go through some definitions that define what's going on in this chapter. For the purposes of a child we're defining a person who is age 16 years or younger as a child. A designated offender is any person who is required to register with the State for any sexual offense against a child or any person who is required to register who has been designated as a special bulletin sex offender which would be a violent and repetitive sexual offender. A minor can be someone under the age of 18. So you have a two year gap in the age there, but you can still be a minor and be 18

Village Board Meeting
April 18, 2016

years old. A permanent residence is a place where the designated offender lodges or resides for 14 days or more.

Prohibitive activity, a designated offender participates in a prohibitive activity by taking part as this relates to minors in an event which shall include without limitation distributing candy or other items to children at Halloween, wearing a Santa Clause costume preceding Christmas or wearing an Easter Bunny on or preceding Easter. Prohibited locations are any school, licensed daycare center, park, trail, playground, place of worship, athletic field used by minors and any other places by the Village as a place where minors are known to congregate.

Safety zone, safety zone is any real property that supports or upon which there exists any facility used for or that supports the school for minors, a public walk, a public park, a park facility, a trail or any other prohibited location including any sidewalks or lawns adjacent to prohibited locations. Temporary residences are one of two things. A residence where a person abides, lodges or resides for a period of 14 days or more in the aggregate during a counter year for which it is not the person's permanent address, or a place where the person routinely abides, lodges or resides for a period of four or more consecutive or nonconsecutive days in any month in which it's not the person's permanent residence.

Sex offender and sex predator residence prohibitions and exceptions. And the map above that you can see here is the current ordinance that's regulating the distance between prohibited sites. So under the new ordinance that's being proposed tonight that goes to 3,000 feet. And it's the same on both screens. These red lines indicate what's 3,000 feet. And then the areas that are squared and with the heavy red line identify those are protected areas that have been defined by the Village's ordinance. The green dots that are on the map display where our current records show there are people who are currently living in these establishments or residences and are registered sex offenders. In the places where the dots are close together that's where there is more than one person at a site.

So under the proposed plan there's two things afoot here. One is where we identify the 3,000 foot buffer for protected properties, and the areas in green is the 3,000 foot buffer. And the hot pink areas are the unprotected parcels. And primarily those parcels are the south side of LakeView Corporate Park, the Des Plaines Floodplain, and spot areas in amongst the Village. Some of them are manufacturing uses, some are residential uses. If you go back to the previous slide of what the current ordinance provides you can see how much larger the pink areas are or the existing [inaudible]. If you go back to the new one that's being proposed we also have identified where those existing sexual offenders live, and they're outlined by a circle that's a little bit hard for you probably to see, but it's a green line that typifies or identifies a 500 foot limit. And there cannot be any more than one registered offender living within 500 feet of another offender. So it reduces that conglomeration that we've been seeing that's occurred in some areas of Pleasant Prairie.

We've also identified original domicile restriction. This is another way to deal with the offenders that will be implemented in this ordinance. In that unless the designated offender was legally domiciled in the Village at the time the offense resulting in the person's most recent conviction for committing a sexually violent offense or crime, so it's unlawful for that designator to have come from another community and the relocate as a resident in this community. So if someone

Village Board Meeting
April 18, 2016

lived in the community and did commit a crime after having been a resident of the community for two years then they could come back with restrictions that would have to be monitored.

The purpose of determining the minimum distance separation in the chapter it's being required that it shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence of a designated offender to the nearest outer property line or a prohibited location. Any portion of a tax parcel that contains a prohibited location the entire parcel shall be considered a prohibited location. And that's why in some of these areas you'll see parcel lines which are a little bit hard to see, but our only one way to really keep track of parcels is if we keep track of them by parcel number and a parcel definition and description which you receive when you get your property taxes. That's the one recognized method of determining a parcel. So some of these parcels if there's nothing that touches it from the 3,000 foot boundary then that whole parcel that's beyond that boundary limit would be affected. In this case here you can see there's a parcel that crosses that 3,000 foot line so the entire parcel becomes protected under the 3,000 foot line. And if it's not it's not.

There are exceptions that the attorney in looking at some case law that he felt we needed to consider. That a designated offender residing within a prohibited location of the residence will not be in violation of this chapter if any of the following apply. The designated offender established a permanent residence or temporary residence and reported and registered to residence pursuant to the statutes before the effective date of this chapter. And the designated offender has resided in such permanent residence or temporary residence continuously since the effective date of this chapter except for temporary absences of no more than 30 days. The designated offender is a minor and not required to register, or prohibited locations situated within 3,000 feet of the person's permanent residence was opened or established after the designated offender established permanent residents and was reported and registered pursuant to the State statute. A residence is also the primary residence of the designated offender's parents, grandparents, siblings, spouse or children provided that such parent, grandparent, sibling, spouse or child established the residence at least two years before the designated offender established residence at that location.

Sexual offenders and sexual predator prohibited activities. And this is the safety zone is an area where a designated offender shall not enter upon or be present within a safety zone except in the exceptions I'm going to give you now. The property also supports a church, a synagogue, the mosque, a temple or other house of religious worship subject to all the following conditions. So with these conditions these people can go to church. This is I guess the shorthand reference. The designated offender's entrance and presence upon a property occurs only during the hours of worship or other religious programs or services that are posted to the public. And the designated offender shall not participate in any religious education programs that include minors.

The property also supports a use lawfully attended by a designated offender's natural or adopted children for which a child's use reasonably requires the attendance of the designated offender as the child's parent upon the property subject to the following conditions. The designated offender's entrance and presence upon the property occurs only during the hours of activity related to the use as posted to the public, and only is reasonably necessary in connection with such activity. The property also supports the polling location in a local, state or federal election

Village Board Meeting
April 18, 2016

subject to the following conditions. One, the designated offender has to be eligible to vote. The property is at a designated polling place for that offender, they can't pick their poll. The designated offender enters the polling place property, proceeds to cast a ballot with whatever usual or customary assistance is available for any member of the electorate, and vacate a property immediately after voting.

The property also supports a school lawfully attended by the designated offender as a student under which circumstances the designated offender may enter on the property supporting the school at which the designated offender is enrolled for such purposes and at such times as is reasonably acquired for the educational purpose of the school. The property also supports a court, government office or room for public governmental meetings subject to all the following conditions. The designated offender is on the property only to transact business at the government office or place of business other than a public library or to attend an official meeting of the government body like the meeting we're having tonight. The designated offender leaves the property immediately upon the completion of the business or meeting. Prohibited activities. It's unlawful for a designated offender to participate in a prohibitive activity.

Now, that covers the vast majority of people that have been registered or identified as sexual predators. The next section which is Section 287-5 of the Village ordinance covers property owners prohibited from renting real property to certain offenders, sexual predators and notification requirements. One of the things that this ordinance does is right now we rely on corrections to work with the Village and notify us of placing with someone, our own knowledge of what's going on in the community. And in this ordinance we're placing the owners of property who are renting or leasing the property to individuals must also be a part of this.

And as such it would be unlawful for any property owner to lease or rent any place, structure, mobile home, trailer or any part thereof with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing permanent residence or temporary residence therein pursuant to this chapter. So if there's a parcel within that 3,000 foot are or the 150 foot area it's the responsibility of the property owner not to rent to somebody that would want to locate in there.

It will be unlawful for a property owner to renew a lease interest established prior to the effective date of this chapter for a designated offender, whether the leasehold interest is on a month-to-month basis or for a definite term, for a period beyond six months from the effective date of this chapter. No such leasehold interest shall affect the requirement that the establishment of a new permanent residence or new temporary residence for a designated offender after the effective date of this chapter must comply with all requirements of this chapter.

So there are people that currently under the adoption of this new ordinance that live in an area that's regulated by the 3,000 foot limit. But once those leases are up or those rentals are up but not longer than six months they need to vacate those -- those properties need to be vacated if they can't be used because they're prohibited by their location to protected sites. A designated offender has the responsibility to tell any property owner from whom a designated offender intends to lease or rent any property, structure, mobile home, trailer or any part thereof that the designated offender is a designated offender as defined under the Village statute.

Village Board Meeting
April 18, 2016

So the police department will be contacting people once a year, and we're going to tell them that they need to identify to us who is living in their property that's a designated offender. We expect them as the lease transpires that the property owner will advise the Village or police department that somebody has left so we know that person is gone. And those are requirements that the Village places on the property owners that if they do not comply they would be subject to a fine for not complying.

There's another wrinkle to this that's different, and that's the adoption of exceptions for placements under Chapter 980 of the Wisconsin Statutes. And this is legislation that was just recently adopted this year where the Village of Pleasant Prairie may not enforce any portion thereof that restricts or prohibits a sex offender from residing at a certain location or that restricts or prohibits a person from providing housing to a sex offender against an individual who is released under that statute. These are people who are guilty of violent or aggravated attacks on people and sexual offenders of that nature.

So, Jean, can you go to the next slide? This is sex offender ordinance change. And this identifies the location of protected sites that are childcare. So these new lines are the red. These are the Wanggaard lines. These are lines that were proposed by Senator Wanggaard to restrict the limitation to 1,500 feet. So for everything but the most violent offenders under the Village ordinance that we can regulate would be 3,000 feet. But for the most violent violators their restrictions will be limited to 1,500 feet by State law. And then the other items that we've adopted tonight dealing with multiple people at one site, requirements for somebody to vacate a site after they've done it, all those rules and regulations have been superseded by the State, and the Village is no longer permitted to adopt any ordinance that would restrict their placement. All that's required now by the State is they just have to be 1,500 feet away from an area where there's a child.

And then there's a second map, next slide, and this is sex offender ordinance that deals with adult care. So in this one this opens up pretty much the whole Village for the placement of a violent sexual predator under the Wanggaard lines. So the Wanggaard lines are really small. They affect a certain number of sites, and it opens up the Village for the most violent ones that can be placed, and we're no longer able to regulate that or monitor it. So everything I mentioned before, the things we're doing to regulate sex offenders, I hate to use this term, but it's more like a garden variety sex offender versus the really violent ones. Those are going to be more regulated than the more violent ones.

The other thing we put into this with the exception of the Wanggaard line because we can't regulate that is injunction ability. If a designated offender or property owner violates any provision of this chapter the Village may, in addition to all other rights and remedies allowed by law or this chapter, refer the matter to an attorney chosen by the Village Administrator to bring an action in the name of the Village in circuit court to seek a temporary restraining order, temporary injunction or permanent injunction against such designated offender or property owner to prevent them from violating the terms of this chapter or to take any action, or prevent any action, necessary for compliance with the terms of this chapter.

Village Board Meeting
April 18, 2016

There are penalties provided for in this ordinance. Any firm, person or entity who violates any provisions of this chapter shall, upon conviction thereof, be subject to a forfeiture not to exceed \$500.00 together with the costs of prosecution, and in default of payment thereof, shall be committed to jail for a period not to exceed 90 days. Each violation and each day such violation continues shall be considered a separate offense. In other words if the violator won't change and won't come into compliance with the ordinance, each day that that violation continues, each day there will be a \$500 cost forfeiture that we're going to be seeking from that violator.

My recommendation is that the Village adopt this ordinance tonight that would be effective tomorrow. As I said we've been working on this quite a while, and we've really endeavored to protect the public's safety and in areas where there is a reasonable expectation that the sex offender needs to carry on some aspects of their life, whether they're going to vote, going to church, going to see their children's teachers at school, those things can happen within the parameters that are established by this ordinance. But other than that that can't happen.

Has the area gotten smaller? Under the Village's ordinance it has. But I really believe under the ability of these people to function and be able to reintegrate into society the vast number of rules and sites in Pleasant Prairie really don't permit that without the support that this community or even Kenosha County is able to provide. So with that, Mr. President, if there's any questions I'd be glad to answer them or it will be up for the Board's consideration.

John Steinbrink:

Do we have a motion and a second, then I'll open it up to discussion.

Michael Serpe:

I would move to adopt the Ordinance 16-10.

Kris Keckler:

Second.

John Steinbrink:

Motion by Mike, second by Kris. Any discussion?

Michael Serpe:

I don't know about discussion, John, but prior to any laws or any ordinances that are in effect today there was no notifications on where sex offenders were coming into the community. At least now this gives the whole community more eyes to watch what's happening, and these offenders know they're being watched. And I think that's a big advantage. Unfortunately we can't guarantee that an offender will not re-offend. We can't guarantee that. But we also know that having as much on the books as we do the likeliness of re-offending are going to be slim because they're being watched constantly. And especially when a neighborhood knows that a sex

Village Board Meeting
April 18, 2016

offender has been placed reasonably close to their house. I have one 300 feet away from me. Believe me, he's being watched. So I support this. I think Mike and Tim Geraghty and staff did a fantastic job. I hope we answered the concerns of our two people that spearheaded this for us. And I totally support it.

Kris Keckler:

Either in our awareness or through the police department what is the procedure for when a sex offender is getting released? Are they given -- is somebody counseling them and guiding them and actually sitting them down with a map saying this is allowed, telling them specific areas to avoid? Do we have good confirmation that that's being handled appropriately to avoid this at all possible?

Mike Pollocoff:

I believe, and the Chief could probably answer this, too, that the Department of Corrections is making an effort to do that. I mean they don't want to put somebody someplace where they're going to immediately have a problem because it's not permitted. And one of the problems is that as communities have been working to address this it's been getting harder to place it. So what happens is these guys are getting placed wherever they can be put whether it's really a good site or not. They're just looking for a place to be put. To be honest with you I don't know if they're staff to that level to keep an eye on these guys or they contract that out to a private service to do that work. But as far as making that determination that's something that Corrections is going to follow. We're going to be forwarding this ordinance to the Corrections Department and to the District Attorney's office as well as our own prosecuting attorney here in the Village. I don't know, Chief, if there's anything you want to add to that?

Kris Keckler:

That was my next question, too. With expecting this to be passed tonight or moved along that we're sharing this with the existing population in every capacity.

Mike Pollocoff:

Right.

Chief Smetana:

Good evening. As far as the process moving ahead we've identified numerous addresses within the Village that we'll be notifying via mail and opening up some dialogue with those homeowners as well. As Mr. Pollocoff mentioned one of our first duties will be to contact the Department of Corrections and advise them of the changes. To answer your first question there's a great deal of communication going back and forth between somebody on supervision and the DOC or Department of Corrections individual who's charged with monitoring that party. They're sent to the police department to register so we have contact with them. We field numerous calls from sex offenders investigating properties trying to figure out where they can live. So those

Village Board Meeting
April 18, 2016

things do happen on a regular basis. And then we can take a look at the map, find the address, put the scales up and see if that's a legit address for them to move into.

Michael Serpe:

Chief, which offenders, if any, are supposed to wear the monitoring, the bracelet, the ankle bracelet?

Chief Smetana:

Most of the special bulletin offenders.

Michael Serpe:

Do we have many of those offenders in Pleasant Prairie?

Chief Smetana:

We've got several that have been released. And they're on extremely tight supervision.

Dave Klimisch:

This might be more for Mike. On the current map I see a fair amount of offenders that are living within protected areas. Is that because they're run by the Department of Corrections?

Mike Pollocoff:

Those are supposed to be offenders that would meet the requirement where either they lived there before when the original one was adopted, or that might be their place of residence, that's where their family lives.

Dave Klimisch:

Then with this ordinance change if it passes several of these houses have more than one offender living in them?

Mike Pollocoff:

Right.

Dave Klimisch:

That would change, or that falls under the Wanggaard lines and the DOC?

Village Board Meeting
April 18, 2016

Mike Pollocoff:

No, the Wanggaard line applies to the most violent offenders where that's been collapsed and made closer to protected places. Everybody else would come under the new Village ordinance. And those sites where there's more than one we'll be notifying -- Chief has the locations where that exists so we'd be notifying. We can't make somebody leave. We're saying we're not going to make somebody leave from a site where they have a current contract or lease to be there. But once that lease is done that site will be in compliance to only have one. If there's multiple there or if it's not in compliance because it's inside the protected zone of the 3,000 feet, then once that last offender leaves then they can't be replaced by another. So there's a process that we're going through where we're not going to violate existing contracts or leases. But once they're renewed they can't be renewed if they're in violation.

Dave Klimisch:

And the current homes that have more than one offender with the 500 foot buffer between offenders they will be moving out? Those are the more violent offenders they're housing together.

Mike Pollocoff:

That's a good question. I don't know if there's a place where there's a violent offender with a nonviolent offender. But either way for the nonviolent offender the Wanggaard rule would take place and they could stay there. If it's not a violent offender then they would need to come into compliance with the Village ordinance, and at the time the lease is over then they need to leave.

Dave Klimisch:

And one last question. Chief, for the nonviolent offenders do you know how long they are in the system where they need to report or register?

Chief Smetana:

That's up to each individual case where they're placed on supervision from the court.

Michael Serpe:

The violent offenders, the level 1 I think --

Chief Smetana:

Level 3, the 980, right.

Michael Serpe:

We have none in the Village as I understand?

Village Board Meeting
April 18, 2016

Chief Smetana:

DOC has told us at our last meeting that it was their understanding that we had none of the 980 offenders living in the Village. That that was typically a very rare experience.

John Steinbrink:

Other Board comments or questions?

Michael Serpe:

I'm curious as to the lady that spoke in citizens' comments. Are you a resident or do you have a house that sexual offenders reside in?

[Inaudible]

Michael Serpe:

I can't hear you. You have to get up.

John Steinbrink:

Give us your name and address for the record.

Carolyn Cage:

It's Carolyn Cage, 10815 Old Green Bay Road. I'm one of those dots. My boyfriend is an offender. When we moved up here, prior to moving up here from Illinois I had called the police department and asked if we were in a safe zone. It was Chief Wagner I believe. When I moved here it was four years ago almost. And he said, and I have the email from him, if the person was not an SBX offender or no longer on supervision then the rules wouldn't apply to him. He would be free to live wherever. I have also contacted the State of Wisconsin about the Halloween restrictions. We've never decorated our house or anything. We've actually put up sawhorses at the end of our driveway. Just we don't want anybody walking up to the door. Just don't want to deal with that. But they said as long as the person is no longer under supervision then those Halloween restrictions don't apply. So what I would like to know is if someone who is not an SBX offender would these restrictions apply to them? He's an average, everyday, ordinary offender.

Chief Smetana:

The ordinance defines who is covered under this. And I'm not certain of your situation. If the offender was convicted of an offense against a child, a sexual oriented offense against a child, then they're included in this. So without knowing all the particulars I'd be happy to talk to you

Village Board Meeting
April 18, 2016

tomorrow and give you a call and straighten that out. Especially when they come from Illinois there are some agreements within the state, so those things are very difficult to answer tonight.

John Steinbrink:

Thank you, Chief. Judge, you had a comment?

Dick Ginkowski:

Yes, Dick Ginkowski, Municipal Judge. Obviously I can't comment on that. I'm not your legal advisor so I can't comment on the substantive part of the ordinance. It's not before me. But one thing that I would note and you may want to give some thought to is the penalty, although it is a daily penalty, the \$500 from almost all the Village ordinances that is the basic maximum fine for if we had an ordinance for spitting on the sidewalk it would be \$500. The question that comes into my mind is if I'm imposing a disposition that doesn't give me much room to work with in that range given policy that you've articulated. You may wish to consider perhaps at least doubling that to give us a little more latitude, amending that to give us a little more latitude in imposing a disposition.

A forfeiture generally, a penalty, is not supposed to be punitive to the extent that it's impossible to pay. But also it's supposed to reflect costs of enforcement and prosecution. Something along this line in terms for the Village may be more cost intensive, and so it would be within the Village's purview to consider -- I know, for example, for prostitution we have a \$2,000 minimum which for some of our people obviously they can't pay the \$2,600 which it comes out to with the costs. But I don't think it's unreasonable to consider whether this is something that should be perhaps at least double what our minimum is for a simple disorderly conduct or a retail theft or something along that line. So that's my only suggestion tonight is that you might want to consider amending the penalty to I would say at least \$1,000 or whatever you think is appropriate. But just realizing that the \$500 is the minimum maximum for virtually all Village ordinances.

Michael Serpe:

Judge, just a comment on what you said. It's \$500, and then it's \$500 every day. So if it goes on for three or four days you've got a couple thousand dollars.

Dick Ginkowski:

Yes, I know that. But there are some that may not be daily violations. It just gives us a little additional tool. It doesn't necessarily mean it has to be imposed. But it is something that gives the prosecutor and the court a little more leeway to work with if the time comes where let's say, for example, one of these things engages in quite a bit of litigation and it may be necessary to do that. It's up to you, your call, but I just wanted to suggest that we're at the bottom area there, and you might want to consider increasing that slightly.

Village Board Meeting
April 18, 2016

Mike Pollocoff:

I will add this is going to increase police work load substantially. I mean we already do a lot now, but now we're keeping track of a broader, bigger, larger area. And we'll be engaging not only with the offenders but the properties. That's one of the differences in this ordinance is that we really want to make sure that the property owners have some skin in the game and make sure it's not like, well, I didn't know who I was renting to. We want to know who they're renting to and be able to report on it. With the Judge's recommendation, if we made it up to \$1,000 that gives him the latitude to think if it's somewhere in between but a \$1,000 could be every day.

Michael Serpe:

I don't have any objection to that either.

John Steinbrink:

We need an amendment to the motion.

Michael Serpe:

I would make that amendment to that motion of \$1,000 a day.

Kris Keckler:

Second.

John Steinbrink:

Motion by Mike, second by Kris. The motion stands amended. Any further discussion?

SERPE MOVED TO ADOPT ORDINANCE #16-10 TO REPEAL AND RECREATE CHAPTER 287 OF THE MUNICIPAL CODE RELATING TO SEX OFFENDERS WITH THE AMENDMENT TO INCREASE THE PENALTY FROM \$500 TO \$1,000 PER DAY; SECONDED BY KECKLER; MOTION CARRIED 5-0.

C. Consider a Development Agreement between the Village and Route 165, LLC regarding the construction of the second Uline Corporate Office Building.

Mike Pollocoff:

Mr. President, this agreement that's coming to you tonight is actually our third development agreement we've done with Uline. And this one indicates it really spells out the framework for a number of things that are going to happen. One is we're going to be across the Uline site which is off the frontage road. The highway frontage road is going to be widened. If you visualize it now there's a really big deep swale there that's going to be put into an urban profile. Sanitary

Village Board Meeting
April 18, 2016

sewer and water is going to be extended across the site to the west. And municipal water is also going to go in the site directly to the north.

So in this development agreement we're providing for sewer and water not only to the Uline Corporate Building, but we're also providing it to additional parcels within the Tax Increment District that haven't developed yet but will be developed. And we don't want to go through and rip up the Uline property if they decide to develop in the future. So that's accommodating this.

This has been a project that's been funded as part of the Tax Increment District. And everything but -- well, the entire cost is going to be carried, but there's approximately \$400,000 which does not fall under the classification of sewer, water, street, public storm sewers, those improvements that are being made that are going to be municipal when they're done. They're going to be site improvements that will benefit the site. That goes as a donation or a grant to the site that will be first on the completion. Everything else is going to be payments that Uline is making to their contractor. And when Uline is ready to turn those in they'll provide us with lien waivers on the work that's being done. We'll be inspecting it along the way, and the payment will be made. So Uline really is in the first place as far as getting design, the Village has approved the design, getting construction, the Village will inspect the construction and then making sure the payments are made.

One of the things that's different about this project in comparison to the other one is that we are putting in or Uline is putting in a fiber optic network that will be kind of modeled after what was once the Village dark fiber network project as part of the TIF District. We've taken that agreement and incorporated it as an exhibit to this agreement wherein there will be a fiber optic conduit that will be the Village's, and it will be in a public right of way that the State owns. The State will give a right of way permit for that to be in there. Uline will construct it at their expense and then maintain it and operate it at their expense. The Village's responsibility will be once we receive those plans is to make sure that gets into the one call system so we know how to locate it, but it will be Uline's to do.

This is a piece of land, just as some background, that was acquired by the Community Development Authority in their blight elimination and redevelopment project. It was the former site of I think it was three or four houses and a military salvage yard that was located there. And that's all been removed and remediated. And, of course, I think the use that they propose is really nice. I think it was a real good process to get it negotiated and get it squared away. When it's all said and done I think they spent more time on it than we did, but we got it done. With us tonight is Brad Folkert [phonetic] from Uline. I don't know if there's anything you want to add to it. You're going them all over the place. Okay. So I'd recommend that the Village Board authorize the Village President and myself to [inaudible] the development agree with Uline for their second office building.

Steve Kumorkiewicz:

I make a motion to approve the development agreement.

Village Board Meeting
April 18, 2016

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Further discussion?

KUMORKIEWICZ MOVED TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE AND ROUTE 165, LLC REGARDING THE CONSTRUCTION OF THE SECOND ULINE CORPORATE OFFICE BUILDING; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

John Steinbrink:

Congratulations. Keep building them.

D. Consider Resolution #16-14 authorizing the Second Amendment to the Settlement and Cooperation Agreement between the Village of Bristol and the Village of Pleasant Prairie.

Mike Pollocoff:

Mr. President, this is an agreement where we agree with the Village of Bristol that we take the original document which was a court settlement that the Town of Bristol and the Village of Bristol and the Village of Pleasant Prairie entered into to establish permanent boundaries and how we're going to function there forward. At the time the agreement was done Bristol had committed that there was a roughly 500 acre piece of land. I'm not sure if that's on the map. Yeah, if you look at the maps there's a sewer service area, and that was a Bristol sewer service area. And the commitment at the time that Bristol made was is that there would be no changes in land use in that area. So there would be no new housing, there would be improvement, there would be no development even with existing properties until they had the opportunity to extend sanitary sewer to those sites.

So now we advance a number of years, and at the time I think the Town of Bristol almost a million and a half dollars, and their way of saying that they were good for the million and a half dollars is they wouldn't allow any construction to take place, and that and themselves would be the impetus for people who owned land in that area to develop. Well, nothing developed. But the Town or the Village made payment I think about a year and a half ago to the Village for outstanding debt in that area. So time goes along and Mr. Weiss wants to tear down a house and build another which is a prohibited action under the agreement. So in this agreement that's the first step is we allow that -- we agree that what Bristol said they wouldn't permit to be done before is now permissible. So he's taking one house down and he's putting up another one.

The second item that relates to that and tangentially is the area that was going to service Abbott which is that area between County Trunk Highway U and the current Bristol Village and Pleasant

Village Board Meeting
April 18, 2016

Prairie boundary was going to be serviced by Pleasant Prairie as a retail water customer. And then the rest of Bristol would be serviced as a Bristol water customer. Well, as time goes on there might be a change to how Bristol really wants that land to develop over there, it's difficult for the Village of Pleasant Prairie to plan water facilities in another community when we really have no control over how that develops.

It makes it difficult for us to know how much water to send there, at what pressure, at what rate, what time of the day. And those are things that we feel Bristol needs to do for themselves. In other words, if they want to develop that under the current plan which is professional office then that's going to be under a certain design level. If they decide to do it under manufacturing or warehouses that's going to be another level. Because all that development there's two things to consider is how much is water being used and how much fire protection. These are going to be big buildings that require fire protection that almost overrides everything else.

So in my discussions with the Village Administrator in Bristol I said we're more than happy to provide a volume of water once you tell us what it is. And then from that point the water is available, but it's only as far as we're concerned by the way this agreement is structured the boundary between the Village of Pleasant Prairie and the Village of Bristol is the end of the world. We didn't plan for anything in Bristol because we don't know what to plan for. And Bristol hasn't gone through that process to decide what they're going to do. We'll provide it, but it's Bristol's responsibility to come up with a plan to be reviewed to see how much water is going to be used to construct a storage tank, ground tank, fill that up with water, have a booster station, be able to push that water into that area for development and then have an elevated tower for public fire protection.

And the size and the location and what those things can do are dependent on Bristol doing it because it's their land, they can decide how it goes. We'll sell them the bulk water at the volume that we negotiate. So we still have some more work to do on this. But this agreement reflects the fact that the retail water service will not be provided by Pleasant Prairie. It's not that we're not going to provide them with water, but they're going to decide how their own water is going to be used in their own community. We'll deliver it to the jurisdictional line and they buy it from that point and they do whatever they want to do. So with those two things happening, and Kevin Long from Quarrels and Brady has reviewed this with Bristol's attorney, so we both recommend that the agreement be adopted as presented.

Dave Klimisch:

Move approval.

Michael Serpe:

I'll second that.

Mike Pollocoff:

If there's any questions.

Village Board Meeting
April 18, 2016

Michael Serpe:

Explain again the water, the breakdown we control the pressures and everything. If they take water from us and they don't do what we're doing how are we going to manage that?

Mike Pollocoff:

Well, we have water right at the boundary. And we don't bring it with a lot of pressure, but we have a large quantity. What we're saying is that -- and it's at two places. It's one up by Uline, and the second one is on C. We're telling them nothing in this agreement says how much water they get. We know that they have approximately 375,000 gallons of sewage capacity, so they can't take much more than that. But you still have to put the water demand on the top of that because that doesn't cover as far as the Great Lakes transfer. So they need to tell us how much they need, when they need it and so forth. And then if we can provide it we will. Other than that we'll say here's what we have available, you guys have to make it work.

And so they may come up with a plan that says Pleasant Prairie says we can give you 100,000 gallons a day. They build a tank that will hold four million gallons of water a day, and they fill it up slowly over time so that they can use it on their own site as they need it. Right now what's lacking from the Bristol standpoint there is no engineering work to say from their standpoint how much water they need, when they need it and where they need it. They just know they want the water. We're saying we can provide some water, but you have to take that responsibility from the jurisdiction line, give us some engineering that shows how much you need, what you're going to need, how you're looking to store that and pump it, and then we can tell you how much we can provide. But our agreement doesn't say - it provides sewer but it doesn't provide water. Because at the time, and it still may be the fact Bristol when we did the agreement they were going to drill wells to apply the water.

Michael Serpe:

How long does this [inaudible].

Mike Pollocoff:

Forever. That's why [inaudible] with the Village President we bring this to a point where we say, okay, you have to tell us what you're going to do. It's your responsibility to provide retail water, and then we'll tell you what we can provide. Because we can provide different levels at certain times without knowing what's going on over there or what they're willing to build. We don't know what to provide.

Kris Keckler:

Is there any concern for liabilities related to proceeding down this path with this agreement and coming to a point where they incur financial costs in building certain things and then there's

Village Board Meeting
April 18, 2016

disagreements in the way that they're expecting us to support them or vice versa, and then we have to use some type of arbitration or mediator?

Mike Pollocoff:

Well, there's one thing certain that's going to happen with Bristol and Pleasant Prairie we're going to go to court at some point. I mean it just seems to head that way. And I think the purpose of this agreement was to say on this one we're not providing retail water. If they were to put a main and connect it to ours they wouldn't have any water. John can tell you when I say that's the end of the world that's the end of the world. We basically stop there. Because we didn't design to go beyond it because it's not our community. So if they allow construction or design of buildings to proceed without getting an infrastructure plan together, one, I don't know who'd buy that property or develop on it.

But that's the work that any community has to do is plan within their boundaries and figure out what their infrastructure needs to be and they haven't done that. They need to do that. And it could be we won't be able to provide enough for them. And like I said this agreement doesn't -- we're not obligated to give them water [inaudible]. But we're saying it's possible. I think it's only reasonable to say if we do have the water that's available and it works we'd be willing to sell it. But we're not willing to take on the responsibility and obligation for a blank slate of who knows how much to go where.

Dave Klimisch:

What does the Great Lakes Water Compact say, how far inland can you pipe the Great Lakes water?

Mike Pollocoff:

You can go as far inland as long as the area is within an approved sewer service area, which this is, and the water goes back. So if they take 375,000 gallons of water then that has to go back. Now, there's some different caveats in that because like every sewer main is going to have some groundwater that goes into it. So on some days we send back more than we take in some areas. And then there's also consumptive lots. You think about Niagara, they buy almost a million gallons of water a day from us, but they only send back, and this is at their peak, about 200,000. So that's known as the Miller Brewing Rule. If you're going to bottle something and sell it out that doesn't count even though that water is going to get consumed and used and put back in some lake someplace it might not be here. So there's a lot of different caveats as to how that unfolds. But the basic is whatever you use you've got to send back.

Dave Klimisch:

Then would we sell it at our price?

Village Board Meeting
April 18, 2016

Mike Pollocoff:

We'd sell it at a rate set by the Public Service Commission so I have no idea. It wouldn't be our price. You remember we pay for that water to come from 7th Avenue and 80th Street all the way across the Village. So it gets pumped and --

Kris Keckler:

So we buy it from Kenosha at this price, and our sell price would be a touch higher to cover all of our costs?

Mike Pollocoff:

Yeah, well, the Public Service Commission has our cost of service. So they would establish a rate for Bristol that says here's what it costs Pleasant Prairie to provide you water. This much to buy from Kenosha and this much to deliver it to the boundary. So I don't know what that would be. We haven't gotten to that point. We really haven't thought about it because that really wasn't in our plan in the long run.

Michael Serpe:

Move approval of Resolution 16-14.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Dave already moved. We needed a second. Motion by Dave, second by Mike. Now any further discussion on this item? Finally it helps Justin out because he owns a family farm there and he lives on the premise, and unfortunately he was caught in the middle of a court ordered settlement by Bristol the Village. This will allow you to move ahead and build a newer residence on there because I know you want to stay farming and keep your family there. The house you're living in had some water issues. Its ironic this was part of water and the water issues you're working with. Hopefully this will work with you now and you can move ahead.

--:

Thank you, I appreciate it.

John Steinbrink:

You're supposed to be in the field working now. We have a motion and a second. Any further discussion?

Village Board Meeting
April 18, 2016

KLIMISCH MOVED TO ADOPT RESOLUTION #16-14 AUTHORIZING THE SECOND AMENDMENT TO THE SETTLEMENT AND COOPERATION AGREEMENT BETWEEN THE VILLAGE OF BRISTOL AND THE VILLAGE OF PLEASANT PRAIRIE AS PRESENTED; SECONDED BY SERPE; MOTION CARRIED 5-0.

- E. Consider an award of contract for Bid Package No. 3 relating to the Roger Prange Equipment Storage project.**

John Steinbrink, Jr.:

Mr. President and members of the Board, this evening I'll be bringing before you the equipment storage at Prange bid package number 3 award of contract. This contract has 12 trades that we are proposing for award. The building itself has a lot of sustainable features including the introduction of natural light, LED lights with occupancy sensors, radiant heat, and the minimum amount of door openings that will really preserve the heat that is inside in the winter months.

The slide that we have shows an architect's rendering of what it will look like when you come off of 31. It's really kind of facing the south shed in the southwest direction. This is a layout of the general positioning of it. When you come in off of Highway 31 the existing parking lot is off to the right of the screen. The original Prange that's existing is up at the top at the north, salt shed off to the west. And so you can kind of see they'll be taking up that green space and about half of that gravel lot to the south. The proposed site is the size of the facility just under 66,000 square foot.

This is the internal layout. It kind of shows how we plan on stacking equipment to get the most amount of vehicles and attachments and trailers within the site. And this is the inside elevations. The top elevation is facing the west with three doors facing the south shed. Next elevation is the south and then to the east and then to the north on the bottom of your screen.

There were 12 trades that we bid out. Without going into detail of every bid from every trade, I'll just go over the highlights of the winning bids for each one. The entire bid package was included in your package that you received. So for concrete foundations Riley Construction came in low at the amount of \$115,250. Miscellaneous metals was Ace Iron \$18,685. General trades, again Riley Construction \$26,080. Roofing Van's Roofing \$212,280. Overhead doors is Consolidated Doors at \$33,302. Glass and glazing was Omni Glass \$47,352. Painting Postorino Decorating at \$30,598. Floor sealer L&A Crystal \$18,900. Fire protection, Design Build Fire Protection \$6,560. Plumbing and HVAC with Lee Plumbing and Mechanical respectively at \$165,525 and \$140,925. Electric was Valiant Electric at \$171,448 for a total bid package award, bid package number 3 ad \$1,036,905.

So just a summary of where we are to date, bid package number 1 approved a couple months ago was the precast walls, and that gets us in queue and that gets that going because there is a long lead time on that was \$577,500. Bid package number 2 was the structural steel for the roof, the trusses, columns, \$537,350. And then this evening's bid package puts us so far at a total package cost of \$2,152,135. The budget amount we had for this project is just under \$3.2 million. All that's left for this is the earth work, the concrete, construction management and design. So we are

Village Board Meeting
April 18, 2016

trending to come in at or under budget on this project. And with that said I can answer any questions. And staff does recommend the award of contract for the 12 trades as listed in your bid package.

John Steinbrink:

John, the need for this is from the fact that we have more and more equipment especially when we took on the detail of collecting garbage and that and equipment needs. And this is a lot of sophisticated equipment with a lot of hydraulics and electric over hydraulic, and these things need to work in cold climates. So if we can bring them out of a storage facility they're going to operate better and they're going to last longer because this is equipment that's very expensive and needs to operate on a daily basis basically. That's going to meet your needs for a short time here?

John Steinbrink, Jr.:

A great comment and you're absolutely on track with that. This is going to meet our needs plus an additional 25 percent for growth. We are growing every year. As we get more roads, we get more specialized equipment, more plow trucks, more garbage trucks. And like you talked about with the cold weather we had to keep about a third of our snow plow equipment out in the cold. So when it's ten degrees below zero even though you can plug in the block heater for the engine oil, that hydraulic oil is cold, the hoses are cold, everything it really doesn't function. And it really deteriorates the life of that equipment. So by keeping it inside we are looking to extend the life of the equipment to get the best bang for our capital dollar.

Michael Serpe:

Are you okay with maintenance bays and maintenance facilities with all the equipment we're having? Are we increasing that area?

John Steinbrink, Jr.:

We are taking a couple of the bays that we have in the existing Prange facility and just adding a couple more bays for maintenance. And so those bays that are storage now which is just adjacent to the fleet maintenance area will be shifted over into the new storage facility. And so probably about a third of that 23,000 square feet will be for maintenance, inventory, parts, stuff like that.

Michael Serpe:

I would move approval of the bid at \$1,036,905, is that right?

Steve Kumorkiewicz:

Second.

Village Board Meeting
April 18, 2016

John Steinbrink:

Motion by Mike, second by Steve. Now is there any final discussion?

SERPE MOVED TO APPROVE THE AWARD OF CONTRACTS FOR THE ROGER PRANGE EQUIPMENT STORAGE PROJECT BID PACKAGE #3 IN THE TOTAL AMOUNT OF \$1,036,905 AS PRESENTED; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

F. Consider a Memorandum of Agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection to conduct Weights and Measures Inspections.

Mike Pollocoff:

Mr. President, this is an annual contract that's sent to us by Wisconsin Weights and Measures. It's the same as previous years although it's gone up \$400 for the businesses in the Village that they're monitoring. So this is a \$5,600 contract. The Village is -- they do check on it but we're still involved in it. So there's another fee that's placed on that to cover the Village's expenses for doing the work.

John Steinbrink:

Who is the Village lead person on this?

Mike Pollocoff:

Mr. Perez.

John Steinbrink:

I know somebody has to be in charge of this and make sure it happens. I don't know whether to say congratulations or not.

Mike Pollocoff:

If there's something out there to be weighed or measured Sandro is there.

Kris Keckler:

Move approval.

Steve Kumorkiewicz:

Second.

Village Board Meeting
April 18, 2016

John Steinbrink:

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

KECKLER MOVED TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION TO CONDUCT WEIGHTS AND MEASURES INSPECTIONS FOR THE VILLAGE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

G. Consider Ordinance #16-11 to repeal and recreate Chapter 405 of the Municipal Code relating to Design Standards and Construction Specifications. (First Reading)

Matt Fineour:

Mr. President and members of the Board, this is the repeal of the existing Chapter 405 for a new version of the Chapter 405. I have been actually working on this for probably over the past year putting this together. Our existing Chapter 405 is entitled Public Improvement Projects. And what it does is it covers construction specifications for storm sewers, sanitary sewers and roadways. It's not all inclusive. It's missing lots of things in it. It is just a construction specification chapter at this point. The revised Chapter 405 is more of an all inclusive chapter. It's entitled Design Standards and Construction Specifications.

So as I was starting to put this together and meeting with other staff departments and trying to come up with something that's a little bit more all inclusive from a design and construction standpoint, we put together this overall chapter which includes a number of things. When you go through it you'll see that the chapters -- what I'm going to do is kind of go through the chapters, not really read all of them to you, but just kind of give you an overview of this new ordinance. And then next time around, two weeks from now, after you read through it and you have questions you can ask a lot of questions regarding it.

But the Chapter 1 is just the administrative section. And then that's followed by design standards which is section -- Section 2 is the design standards. And that really goes through what a design engineer or developer with a design engineer what we are expecting them to submit as far as design plans. That is the engineering plan standards, plans regarding sanitary sewer systems. And what this chapter does is it kind of gives you the design engineer a list and then incorporated specifications as to what we are looking for from a design perspective on these public improvement projects.

So we have design standards for sanitary sewer, storm sewers and stormwater management, water main, roadways. We have specifications or requirements for grading and erosion control plans, construction and specification manuals and also residential lot plat of surveys and grading certification at the end. One of the new requirements in the plat of surveys is we are proposing or requiring a final as built survey after the property owner builds their home prior to final occupancy. This gives a final survey of the entire site grading-wise. Currently we just require an as built of spot grades around the lot corners and around the lot lines. And that leads to a lot of

Village Board Meeting
April 18, 2016

problems because the interior of the lot no one is really checking to make sure that that grading is according and matches the master grading plan.

Section 2 deals with construction matters. And it goes over things that we are actually currently doing right now, but it puts it in an ordinance form. It goes over preconstruction conferences and construction progress meetings which we typically hold right now after a developer designs their projects to get all their approvals. We sit down with them and their representatives along with Village staff representatives and go over the project the way it's going to happen out in the field as far as construction and inspections and that type of thing.

We also have Section 4 which goes over record drawings and as built requirements. And, again, these are things that we're requiring right at the moment, but they're not really totally specified in the ordinance. So we have as built requirements for commercial and industrial properties, record drawing or as built requirements for private residential developments. And also as part of the record drawings and as built we also have requirements for them to submit data so we can update our GIS mapping system.

We have new Village standard construction specifications which goes over the construction specifications. And these are what the contractor actually uses out in the field. So the construction specifications is a manual that the contractor has out in the field that identifies the type of pipe materials, the type of valve materials, the actual things that they need to know when they're out in the field building something, what requirements that they're going to be held to. We also have in there a list of new or Village standard details. In those details, and its part of the design requirements, some of the changes that are occurring in this ordinance is a roadway standard change. Our current residential roadways is 37 feet back to back. That's the width of the roadway, back of curb to back of curb. We're proposing that be reduced to 33 feet back of curb as the roadway width. The reason for that is we're also increasing our requirements as far as the road section. A lot of our existing roads right now are asphalt roads. They're just five inches of asphalt, and some of the older roads are less than five inches. They go from four inches, and I think there's even some roads that are three and a half inches of asphalt. Those roads over time we need to maintain them. And what we're experiencing is we're having a lot of maintenance activities on asphalt roads.

The new roadway standard is a composite road standard. It is a concrete base with an asphalt surface. It's a lot like the industrial section out in LakeView Corporate Park. All those roads have a concrete base with an asphalt wear surface on them. The roads out here on 39th Avenue here that was just built as a composite section it has a concrete base on it and has an asphalt wear surface on top of it. The reason we're doing that is we're finding that those type of roads, especially in the LakeView Corporate Park where trucks are beating over them for many years they've actually held up very well.

And that kind of goes over the entire ordinance for it. What we're doing is the new Chapter 405 is actually a short ordinance that adopts this chapter or the design specifications manual. So it's the entire manual. It's being adopted as part of the ordinance. And it would be made available online and so forth. But it is more like an attachment to the ordinance to be adopted. Along with

Village Board Meeting
April 18, 2016

that I'd be happy to answer any questions that we have at this point. But, again, this will be coming back at the next Board meeting for recommendation of adoption.

Dave Klimisch:

This is an impressive amount of work.

Michael Serpe:

You're not kidding.

Dave Klimisch:

This is in line with national standards? Or how did you come up with all the setbacks and delineations?

Matt Fineour:

The design standards are good engineering practice standards. A lot of the stuff is from DOT-type design standards. That would be more like the construction specifications. The construction specifications are based off of DOT specifications, and they're modified for Village specific wants and needs. So all this is modified and tailored to the Village essentially. But the design standards, yes, they are very typical nationally recognized design standards or locally recognized design standards. For sanitary sewer systems, for storm sewer system there are requirements by the DNR and so forth for the design of those systems which we incorporate in here as well as other items that we typically want and need as a Village.

For example, for a sanitary sewer system, a sampling manhole, we require a sampling manhole for all commercial sites, industrial sites and so forth. That sampling manhole is a specific manhole designed by Village staff as to what it is that we want to see out there so John and his crew can take a sample as needed. So it's not a nationally recognized sampling manhole, but it's something that we have locally here that works.

Mike Pollocoff:

What we'll be asking you to do is we'll be providing you with a book that has a copy of the [inaudible] so you guys can take a look at in the next couple of weeks. Then we're looking for final adoption then.

Steve Kumorkiewicz:

This is the first time that we've got [inaudible].

Village Board Meeting
April 18, 2016

Mike Pollocoff:

It already exists in the ordinance, but not the level of detail and thoughtfulness that Matt has put into it. This will service us well for quite a few years.

John Steinbrink:

Thank you, Matt. It really protects the Village and especially the taxpayers with standards that are going to make things work well into the future. As you say its good practice.

Kris Keckler:

Are there any current projects that would need to transition this between the first and second reading or final approval that somebody might not be in alignment that would need to be grandfathered in or any conditional projects?

Matt Fineour:

No. A lot of the projects that are going through some of these requirements are already being implemented as far as requirements of certain items during the review process. So like the preconstruction meeting, those type of things, are happening as we're going through. But this kind of gives the ability here for people instead of us telling them what the requirements are as we're going through the review process they have it all at their fingertips ahead of time. It's very easy for a design engineer or a contractor to see it at a time and anticipate what's going to be required as they're developing their project for submittal.

Kris Keckler:

Thank you.

Michael Serpe:

First reading.

John Steinbrink:

Once again, thank you, Matt.

H. Consider appointments to the various Village boards and commissions.

Mike Pollocoff:

Mr. President, I have your recommendations for the following appointments for committees in the Village. Plan Commission we're recommending the reappointment of Thomas Terwall, Wayne Koessl and Judith Juliana for terms to end May 1, 2019. For alternates our recommendation is John Skalbeck, Alternate #1, and Brock Williamson on as a professor at

Village Board Meeting
April 18, 2016

Parkside as a natural resources and geological sciences professor. He served a number of terms on the Recreation Commission Brock Williamson is a landscape architect who work in Illinois. He's been on the Park Commission his most recent last term.

On the Park Commission the reappointment of Kris Keckler, Troy Holm, a new individual Dan Klemack who was one of the people that was interviewed, a new person we're recommending, and Cindy Schwab who would be a reappointment. So the reappointments would be Kris Keckler, Troy Holm and Cindy Schwab until May 2, 2018. Dan Klemack is a new appointment until 2018. Jim Bandura and David Klimisch would be Alternates 1 and 2 for the one year appointment for the alternates.

Police and Fire Commission we're recommending that Ms. Terri Harold be reappointed for a term to end in May 1, 2021. Board of Appeals recommending -- we had a partial appointment of Dwayne Pinon, and he's been serving there, and now this would be a full appointment until May 1 of 2019. Sammie Lancia is currently an alternate. We'd be bringing her up to full appointment for a term ending 2019 filling John Braig's vacant seat. And then another person who requested interest in this Commission is Dragan Obradovich for a term also to end May 1, 2019.

For the Board of Review for property tax assessment we're recommending the reappointment of Jill Sikorski until 2021, Bill Morris as a full appointee, he's currently an alternate, until May 1, 2021. And then adding Jim Bilotti as an alternate. That alternate term goes also to May 1, 2021. And then reappointments to the Kenosha Area Convention and Visitor's Bureau, myself, Larry Nelson, Carol Willke and Mark Wistar for terms to end May 1, 2019.

Michael Serpe:

Just a comment. When you get the amount of qualified people that we have on this list it usually indicates that the municipality is running quite well, and people want to be a part of it in some way, shape or form. I don't know everybody on this list but I know most of them, and it's a quality group of people, and I move approval.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Further discussion? I'll just echo what Mike said. Mr. Pollocoff and I interviewed these folks, and it was a real good group of people. A lot of expertise especially in areas they wanted to serve in. All of them are residents of the Village that have a real desire to see this Village move ahead in a very positive manner and were very eager to serve. And this is good. And we actually had more applicants than we have positions. So we do have a reserve out there of other people when openings become available.

And we always encourage other people to apply if you have an interest in this or desire to serve. It was very interesting talking to these people and the diversified backgrounds of them. And

Village Board Meeting
April 18, 2016

some have lived here a long time, some have lived here only a few years. But all of them had a positive attitude about the Village. They want to raise their families here. They want to live here, and they want to see it moving ahead in a very positive manner. I was very excited to see these people turn out. With that if there's no further discussion we have a motion and a second.

SERPE MOVED TO APPROVE THE FOLLOWING APPOINTMENTS TO THE RESPECTIVE BOARDS AND COMMISSIONS LISTED AND FOR THE TERMS IDENTIFIED:

Plan Commission

Thomas Terwall	Term – May 1, 2019
Wayne Koessl	Term – May 1, 2019
Judith Juliana	Term – May 1, 2019
John Skalbeck (Alternate #1)	Term – May 1, 2017
Brock Williamson (Alternate #2)	Term – May 1, 2017

Park Commission

Kris Keckler	Term – May 1, 2018
Troy Holm	Term – May 1, 2018
Dan Klemack	Term – May 1, 2018
Cindy Schwab	Term – May 1, 2018
Jim Bandura (Alternate #1)	Term – May 1, 2017
David Klimisch (Alternate #2)	Term – May 1, 2017

Police & Fire Commission

Terri Harold	Term – May 1, 2021
--------------	--------------------

Board of Appeals

Dwayne Pinon	Term – May 1, 2019
Samara “Sammie” Lancia	Term – May 1, 2019
Dragan Obradovich	Term – May 1, 2019

Board of Review

Jill Sikorski (Chairperson)	Term – May 1, 2021
Bill Morris	Term – May 1, 2021
Jim Bilotti (Alternate)	Term – May 1, 2021

Kenosha Area Convention and Visitor's Bureau

Michael Pollocoff	Term – May 1, 2019
Larry Nelson	Term – May 1, 2019

Village Board Meeting
April 18, 2016

Carol Willke
Mark A. Wistar

Term – May 1, 2019
Term – May 1, 2019

SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

8. VILLAGE BOARD COMMENTS

John Steinbrink:

Just one. We lost one of the Village's finer residents I'd call him. Rich Oscarson passed away unexpectedly. He was the owner of Kenosha Grounds. He did a lot of work for the Village and especially in the corporate park. He had a business that he grew, him and his wife. The kind of person who you wanted for a neighbor or a friend. And they called him a problem solver, and that's one thing he was. He had a very mild demeanor. Just a great guy and the patience of a saint. And I think everybody is going to miss him. Visitation was this evening, and services will be tomorrow. So that's a guy we're going to miss. Other Board comments?

9. ADJOURNMENT

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KECKLER;
MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:50 P.M.**

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
May 2, 2016
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, May 2, 2016. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief;; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director; Dan Honore', IT Director; St and Jane M. Romanowski, Village Clerk.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ELECT PRESIDENT PRO TEM**

Mike Pollocoff:

Mr. President, we need a motion and a second from the floor to appoint Pro Tem for the Board. Currently it's held by Trustee Serpe.

Steve Kumorkiewicz:

I'll make a motion that we nominate Mike Serpe for President Pro Tem.

Kris Keckler:

Second.

John Steinbrink:

We have a motion and a second. If there are no further nominations I move the polls be closed.

KUMORKIEWICZ MOVED TO NOMINATE MIKE SERPE AS PRESIDENT PRO TEM; SECONDED BY KECKLER; MOTION CARRIED 5-0.

John Steinbrink:

Congratulations, Mike.

Village Board Meeting
May 2, 2016

Michael Serpe:

Thank you, gentlemen. Thank you.

5. FIRE & RESCUE LIFE SAVING COMMENDATIONS

Ben Feinzimer:

Good evening. Ben Feinzimer, I'm the Kenosha County EMS Medical Director. Thank you for having me tonight. I'm just going to give a few quick comments and then present some commendations to some fire and EMS personnel. There's a well known phenomenon in the fire EMS service, that is the concept that we don't want anything bad to happen, but if it's going to happen we want it to happen on our shift. EMTs and paramedics go to school, they watch videos, they sit in lectures, perform mock drills and train and train and train some more all in an effort to gain comfort in treating people during an emergency. They practice so that when something bad does happen they're the ones to help.

On the evening of April 4, 2016 Pleasant Prairie Fire and EMS personnel came to the aid of a 44 year old man who had passed out. Over the course of the next half hour or so they saved his life three times. Thanks to their training and skill set paramedics defibrillated or shocked their patient each time his heart went into a fatal rhythm. They contacted St. Catherine's Hospital with enough lead time that the ER staff and heart team was able to assemble and get the patient into the cath lab or heart lab quickly and continue their lifesaving interventions. In an effort to avoid confusion by using medical terminology, I'll tell you that this gentleman had a 100 percent chance of dying had they not intervened and had the chain of survival been activated the way it was.

When these guys decided to enter this line of work it was for days like these. It was save patients like him and it was to share stories exactly like this one. Along with Chiefs McElmury and Roepke and the United Hospital System EMS team as the Kenosha County EMS Medical Director I'm proud to recognize the following members of the Pleasant Prairie Fire Department and to commend each for their dedication and exemplary service to their community. Firefighter/paramedic Devyn Ford. Firefighter/paramedic Nate Konkol. Firefighter/paramedic Nick Shine. Firefighter/paramedic Paul Schlereth. Lieutenant Ryan Holm.

John Steinbrink:

Congratulations all those receiving recognition, and especially for recognizing our personnel for the job they do. Before we move on to Item 6, as long as we have rescue personnel here, on Saturday we did celebrate Loyalty Day. It would have been best to have a raincoat that day, but it worked out pretty good. What was nice was Post 7308 recognized our police and fire and rescue personnel for the work they do. And I think that's important because we realize how much they do for our community, and I think most citizens do, but very seldom do they get the recognition they deserve. And we're seeing today they are getting it, and 7308 has made quite an effort to make sure they've recognized our personnel for the great job they do serving our community. Mike, you want to add anything to that?

Village Board Meeting
May 2, 2016

Mike Pollocoff:

I think it was a very nice event. It was nice to see the participation from Great Lakes as well as fire and rescue and the police department. It was a nice opportunity for the Village to show some respect and honor the efforts that the veterans have as well as our own departments. So thank you guys for coming out on a less than desirable day.

John Steinbrink:

Once again, thank you.

6. CITIZEN COMMENTS

Greg West:

Good evening. My name is Greg West. I live at 11616 47th Avenue. And I'm here to ask the Village with some help with a problem that we're having on our property. There is a stormwater drainage problem on a neighbor's property. And any time it rains his property floods, and it causes our sump pump to run continuously until the water subsides from his property. Just to give you an example, our sump pump started running on March 17th and didn't stop running until April 20th. And when I say it runs nonstop it cycles every 50 seconds or so, 50 to 60 seconds. So that happened over almost a one month period. The pump started running again on April 28th and it's still running today, although this afternoon it started to slow down.

Our next door neighbors to the south are the Yuhas's, and their address is 11626 47th Avenue. They're south of us, and they have the same situation with their sump pumps running continuously. My wife and I recently retired and we'd like to travel, but we really don't feel comfortable doing so knowing that a pump failure or a power failure could result in severe damage to our basement foundation. The property that floods is the Ayres' property, and they're at 11806 47th. And there's been a long history of flooding on their property from when they built their house actually.

What's happening is there's no stormwater drainage taking place on their property. Basically myself, our property and the Yuhas' property are draining is flooding through our sump pumps. No stormwater is leaving their property and going into the drainage ditch along 47th Avenue. Last summer the Ayres, they have two very large low spots in the property, and they dug a trench between a low spot near their house that floods and the low spot next to the Yuhas property. After building or digging that trench, it's about 40 feet wide, and it's about 40 feet to the west of the drainage ditch along 47th Avenue, so a lot of the water now is diverted to this low spot next to the Yuhas property. And this water can be quite deep. Our pumps run until that water subsides from that area.

Back in June of 2011 we were approached by the Village to put a stormwater pipe in front of our property eliminating the ditch. So we were asked to do it, the Yuhas's, and then the property to the north of us was unoccupied at the time. The cost for doing that, we were assessed a storm

Village Board Meeting
May 2, 2016

sewer assessment of \$1,400. That was half of the total cost. The Village picked up the other half. We were under the understanding that that would help improve the drainage but it hasn't. So a combination of this pipe and more water being diverted to the northeast corner of the Ayres' property has just made the situation worse than its ever been.

What I'd like to ask is some help from the Village. If there's something that I can do as a property owner, the Village can do or what the Ayres need to do to correct this situation, we'd like to find a resolution for it. It's been going on since they built their house. Their house was built much lower than the center line of the road, the height of their foundation. Their house is also lower than the two houses on either side of them. And there's no drainage on their property to the drainage ditch on 47th Avenue. So it's in the past, but we would like to come up with some solution now to correct this problem. It's ongoing. It's worse than its been. And to this point there really hasn't been any resolution. I'd like to try to meet with the Village engineers or whatever to come up with some solution in a timely manner here, either this week or next week. I don't know how this really works. This is my first time speaking here. But if the Board discusses this I'll certainly attend the next meeting and see if there's any advice I can get from the Board on this.

Michael Serpe:

How about, Matt, if you took his name and address and number that is a start maybe.

Greg West:

Okay. The problem has been well known to the Village. That's all I have.

John Steinbrink:

All right, thank you.

Jeff Yuhas:

Hi, my name is Jeff Yuhas. My address is 11626 47th Avenue. And pretty much everything Greg has said is pretty much true. We've dealt with the situation for 20 plus years now. The problems I have with my neighbors is the fact that he just goes out there anytime he feels like it and tries to adjust how he wants to keep the water from being ran towards his property and forces it towards us. And last year was where he took his front end loader and basically scrapped all the top dirt off six feet wide at least 50 feet or more so it runs towards my property line right along the edge. I know there's not a real easy solution to this. I would like to see something happen right now.

Like Greg said I sat there and I watched my sump pumps kick on and off during that one month period 67,000 times. That's a lot of pumping water. I don't know if those sump pumps are meant to pump out ponds, but that's what ours are doing. If there's any way we can get somebody to come out there and at least take a look at it. I understand there's the situation of where the ditch line runs for now about a foot where the field runoff goes to it. So obviously the water can't go

Village Board Meeting
May 2, 2016

up hill to go through the ditch line and run down to 116th and 47th where it needs to go. If there's some way we can find to put dirt in there or run a piping that goes underneath and comes back up and over, there's got to be some kind of a solution to let that water drain. And if it does I would think it would at least leave a little bit of less pressure on all our sump pumps and the water situation that's occurring right now. So any kind of help we can get I really would appreciate it. Thanks a lot.

Jane Romanowski:

There were no additional signups tonight, Mr. President.

John Steinbrink:

Anyone else wishing to speak under citizen comments? Anyone else? I'll close citizen comments. And before we move on to Administrator's Report there's a two-way radio by the window, does that belong to one of the fire personnel? Thank you, Chief.

7. ADMINISTRATOR'S REPORT

Mike Pollocoff:

Mr. President, on Wednesday the Board will be meeting in an open work session in the auditorium with State Representative Samantha Kerkman and State Senator Wanggaard for the sole purpose of addressing the issue of abandoned store assessments or the dark store assessments in the Village along with a lot of other municipalities who have been dealing with this phenomenon. We have people that are this year bringing litigation against the Village from last year's assessment. I'm sure the upcoming assessment which is coming up will also generate some initial litigation. The City of Kenosha I think has 11 lawsuits that are currently active. I think Wauwatosa has 16 or 18 lawsuits that are active. And it represents a significant departure in uniform equal assessing in Wisconsin. And it stands to create a significant tax shift between business properties and residential property.

So as such the Board had requested that we set up a meeting. Rocco Vita, our Assessor, will be there, I'll be there as will the assessors. And we'll be meeting in this room, and it will be a public meeting. Anybody who wants to come is more than welcome to come and see the presentation. And I'd like to see that the Board engages in some discussion with the representatives and how they're going to approach this, if they're going to be able to help the Village solve this, or if they're willing to help the Village solve this. That will be at six o'clock on Wednesday.

I'd also like to take the opportunity, we have somebody new in the audience tonight. We've recently selected a new Director of Recreation for RecPlex. It ended up being a national search. The individual we selected his name is Brian Smith, and he's back there behind Dick. There he is. Stand up. Why don't you come up and say hi. Brian was a former Assistant Recreation Director in Provo, Utah. And he's been in a few other places. It was a very competitive selection process, and he came out on top. This is his first day. So you guys get to top it off for him. Brian, if you have anything you want to add.

Village Board Meeting
May 2, 2016

Brian Smith:

That's probably a better introduction than I could give. I'm very excited to be here in the Village and work with Mike and work with each of you. I've met a few of you. I look forward to meeting the rest of you. We have a great community here, and I think that we'll be able to do some incredible things as we continue to grow together. I look forward to meeting and working with each of you.

Michael Serpe:

Welcome aboard.

Brian Smith:

Thank you.

John Steinbrink:

Good to see you're still smiling after one day.

Steve Kumorkiewicz:

Brian, you say you've been in several places. I hope this is the last place you stay.

Michael Serpe:

John, if I could follow up on Mike on our Wednesday meeting. I can't stress enough about educating the people of the Village, the taxpayers, because they're the ones that are going to be suffering the biggest burden on this thing if this thing continues, this dark store thing continues. The more money that they fight for in reducing their assessments that's the more money that the taxpayers are going to be paying on their property tax bills. And this is something that's rather confusing, it's rather in depth. But I think if we keep on hammering home in the Village Newsletter and keep on educating the people as to what's happening until something has got to be done on a state level. And that's what we're going to strive for starting this Wednesday.

Mike Pollocoff:

I've got one more thing. I really should have addressed it when we introduced Brian. I also like to thank Carol Willke for serving eight years as the interim director. I was going to look up what interim meant, and I was almost certain it was anything less than ten years. But she did a really good job out there. She came in at a tough time when we were having a hard time filling that position and we had some things we wanted to get taken care of. She applied her HR skills very well. She's a good manager. And the Village really received our money's worth out of Carol for two different jobs for eight years. I don't know how I'm going to make it up to her, but I think an "atta boy" is going to be what we give. But she did do a really good job out there.

Village Board Meeting
May 2, 2016

Michael Serpe:

I think it's called a raise.

John Steinbrink:

That's about all you're getting, Carol, so enjoy. As Mike said the meeting Wednesday is very crucial. Unfortunately action should have been taken this year already because the problem has been existing here. And reading different articles and that, it's kind of blatant when a thriving business can compare their store and value to a vacated, abandoned, non-functioning, empty business. I bet every taxpayer or residential owner would like to be able to do that with their house but that's not the case. So somewhere we have to level those playing fields and make it more fair.

So the more participation we get the better. Actually put some pressure on the legislators to do something because in their infinite wisdom they decided to adjourn early, go home, and leave the rest of the municipalities with this problem. And it's not just our problem, it's the taxpayers' problem is the ones that's going to suffer. And what's going to suffer in the end are the services they receive because its dollars that go towards these services that are going to be cut short here with the restrictions put upon all the municipalities we have today. Mike, anything else? Thank you, Mike.

8. NEW BUSINESS

A. Consider Resolution #16-15 designating May 15-21, 2016 as National Police Officer Week.

Mike Pollocoff:

Mr. President, Chief if you want to come up here and I'd like to have you present it. You're the lead officer for it.

John Steinbrink:

As you're coming up, Chief, congratulations. One of your officers was recognized as a top cop. Maybe you can give us some info on that, too.

Chief Smetana:

Yes, thank you very much. The Attorney General in the State of Wisconsin has a relatively new program. And the idea is to take notice of officers on everyday situations when they do a great job. So we submit those names to the Attorney General's office, and then they select who they're going to spotlight. And we're lucky enough to get Officer Sanford Severson for his life saving award, and we got that recognized by the AG's office which was a nice honor.

Village Board Meeting
May 2, 2016

National Police Week is coming up. I'd like to invite everybody here and the citizens of Pleasant Prairie to come down on May 11th at noon near the Civil War Museum, the Law Enforcement Memorial there. We've got a short ceremony in the afternoon starting at noon followed by a lunch honoring law enforcement, generally honoring law enforcement from the State of Wisconsin and local who have made that ultimate sacrifice. But also keeping in mind the national police officers and how they go about doing their business on a day-to-day basis and serving their communities. So you're all welcome down at that point. I know many of you have come down before. It's a great ceremony and really gives back and shows the appreciation to the officers. Thank you.

Mike Pollocoff:

We have the Resolution 16-15 designation May 15 to 21st as National Police Week. I request that the Board consider this resolution for adoption.

Steve Kumorkiewicz:

So moved.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Further discussion on this item?

KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #16-15 DESIGNATING MAY 15-21, 2016 AS NATIONAL POLICE OFFICER WEEK; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

B. Consider Resolution #16-16 designating the week of May 15, 2016 as National Public Works Week.

Mike Pollocoff:

Mr. President, this is Municipal recognition week, and this is one of my favorite ones, Public Works Week because public works is one of those things that some of you see and some of you don't see. The water and sewer and the storm sewers are underground. The need for adequate storm sewers was identified by some citizens earlier. It's a critical thing we do along with solid waste collection and recycling.

Pleasant Prairie is extremely fortunate in that we have a very competent and dedicated group of employees who provide these services, carries them out, the engineers that design our facilities before they're built and monitor the ones that are built who do a good job. So I'd request that the Board consider Resolution 16-16 and adopt this resolution for National Public Works Week.

Village Board Meeting
May 2, 2016

Michael Serpe:

So moved.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Mike, second by Dave. Any further discussion on this item?

SERPE MOVD TO ADOPT RESOLUTION #16-16 DESIGNATING THE WEEK OF MAY 15, 2016 AS NATIONAL PUBLIC WORKS WEEK; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

C. Consider Resolution #16-18 designating May 15-21, 2016 as National EMS Week.

Mike Pollocoff:

Mr. President, this resolution is for EMS week. We've just seen earlier a sample of the quality of work that our paramedics are capable of providing. Pleasant Prairie is one of those communities where we just don't have some EMS personnel. We have paramedics who are also full-time firefighters. They do extensive training throughout the year, and they're capable of providing basically emergency room services out in the field in coordination with the hospital. It's a great group of people led by Doug McElmury. And I request that the Board consider adopting Resolution 16-18 designation the 15th to the 21st as National EMS Week.

Dave Klimisch:

So moved.

Michael Serpe:

Second.

John Steinbrink:

Motion by Dave, second by Mike. Any further discussion? I'm just glad we're recognizing these personnel for the work they do. It's unfortunate the rhetoric out there today. If you listen to the campaigns and what's going on they're treating public works or government workers as second class citizens and records. And these are the people that do a first class job and give you more than your dollar's worth for every dollar you pay in in taxes. And it's unfortunate there's this diatribe out there, and there's people that seem to follow it and [inaudible]. But they're the first

Village Board Meeting
May 2, 2016

ones that stand in line when they need the service but are unable to get the recognition and gratitude for what our folks do. So thank you to all of you for what you do.

Michael Serpe:

You know, John, all three of these are well deserved recognitions. But the Village, and I think, Brian, you caught on real quick tonight, the Village is blessed with a whole -- our entire staff is top shelf people, our engineers, our community development, assistants, the IT people, everybody, and John's group. We're blessed with a fantastic group of people that when you call in something in need they respond. And not every municipality can say that, but I think we can and we can say it with confidence. So we should have a recognition for all public employees really, not just a select few. Everybody is doing their job, and that's what makes this whole thing run.

John Steinbrink:

John, that sounds like he's forgiving us for not plowing his street that one day.

John Steinbrink, Jr.:

That was a one-time deal, sorry about that.

John Steinbrink:

We have a motion and a second. Further discussion?

KLIMISCH MOVED TO ADOPT RESOLUTION #16-18 DESIGNATING MAY 15-21, 2016 AS NATIONAL EMS WEEK; SECONDED BY SERPE; MOTION CARRIED 5-0.

D. Consider Ordinance #16-11 to repeal and recreate Chapter 405 of the Municipal Code relating to Design Standards and Construction Specifications. (Second Reading)

Matt Fineour:

Mr. President and members of the Board, this is a continuation of the item that was presented last Board meeting. On the last Board meeting I spent about ten minutes on it. I probably will run a little bit longer on this to give you a little bit more in depth overview on Chapter 405. Again, the purpose and intent of Chapter 405 is really to establish uniform design standards and construction standards within the Village of Pleasant Prairie. The Chapter 405 includes sections including the administrative section. It includes a section of design standards. It includes a section of construction matters or construction coordination. It also includes record drawings and as built requirements, Village standard construction specifications and Village standard details that go along with those construction specifications.

Village Board Meeting
May 2, 2016

What I'm going to do is I'm going to spend a little time on each section. I'm going to try to keep it brief but give you I guess kind of the nickel tour of each section. So the first section, the administrative section, it's important to note that this ordinance involves more than just the engineering department. It goes over -- almost all the departments are included in this ordinance in one way or fashion, the community development department, engineering department, public works department, building inspections, fire and rescue department. We're all involved as far as development and construction of development and construction standards.

Section 2 starts with the design standards. And really the first part is really pretty basic. And that's just the engineering plan standards. It tries to provide a uniform way, uniform plans for record keeping review and understanding so everybody is kind of submitting something in the same format. It makes it easier for Village staff.

The next section, sanitary sewer section, is sanitary sewer design. And, again, all of Section 2 are just design standards. It kind of goes over the design engineer, what we're looking for for submittals of sanitary sewer plans. So, again, it deals with public sewers, private sewers, preparation of plans, general design requirements, plan items, typical design requirements to include service area and design capacity. We also look for the location of the sewers. We try to dictate where the sanitary sewer might go in the middle of the road versus somewhere else on the road. Sewer depths, laterals, manholes, easements, maintenance agreements for private sewers, that type of thing. That's for sanitary sewers.

For storm sewers and stormwater management that's section 2.2. Again, it's kind of the same thing. It's a design standard requirement that allows a design engineer to look at the ordinance and see what it is that we're requiring for the design plans. Typical design requirements is sizing of the sewers, again, sewer location, sump pump, laterals, things about down spouts, roof drainage where they're discharging to open channels and, again, maintenance agreements for private sewers and so forth.

We have a design standard for watermain, kind of the same thing looking for watermain design requirements in that section which goes into, again, location, sizing, the depth of the watermain, valve spacing for the watermain, system looping, laterals, hydrants, all those type of things that are included in a water system we try to touch upon in the design standards and requirements for that utility.

We also have a design standard just for roads including preparation of plans, design requirements, plan items. For roads there are some new design requirements that are included in this 405 versus previous requirements. We do have new typical sections for residential streets, also other streets as far as the sections and how they're made if you will. We've included a section of under drains which we haven't really required in the past, a geotechnical soils report, that type of thing for roadways.

Like I said, we did change our design standards a little bit for roads, residential roads in particular. The Village standard was a 37 foot back-to-back road, I mean back of curb to back of curb 37 feet wide. Older standards for the Village included an asphalt road, five inches of asphalt. Like I mentioned last time some of the older subdivisions don't even have five inches of

Village Board Meeting
May 2, 2016

asphalt. Some have four, some have three and a half I think thicknesses. Our new design standards is a 33 foot wide road with a concrete base and an asphalt wear surface on top. So we call that a composite road. It's a concrete underlayment and then has an asphalt wear surface on top. We reduced the width of that road to accommodate some of the extra cost there of that road section.

Also including in new design standards we have sidewalks on roadways. Some of the standard details here, this is a standard detail for the residential minor street. Standard residential commercial collector street same type of section. It is a 49 foot wide road. It's the same as we've always had in the past is a 49 foot road. Changes being that, again, it's a composite road with an asphalt underlayment -- or, sorry, concrete underlayment with an asphalt wear surface. The standard industrial street, again, the same kind of section that we used to have it's a 45 foot wide road. And industrial streets in the past have had a concrete base with an asphalt on top. So that had not changed as far as this road section.

We have a standard residential boulevard section for residential roads that would have a boulevard if need be. Standard cul-de-sac detail if you will. And this we have a private minor residential street in case somebody is proposing to have a residential road that is private in nature, not public. If it's private in this case it can be asphalt. But, again, they're the ones that are going to be maintaining that road.

For these new road standards what we're looking at is long-term maintenance of the roads. So new roads are being built a little bit beefier which produces a little bit higher construction cost, but in our view reduces the long-term maintenance cost of these roads. What I have here is kind of an estimated maintenance cost for roads that we've been experiencing. The first one here is a maintenance estimate on a square yard basis of what our new roadway would be. So the new roadway we're looking at a maintenance life of 40 years. WE estimate that to be \$65 per square yard in those four years. For the older type section where we had asphalt the maintenance over that 40 years is about \$138 a square yard. And that's with doing some maintenance in between those things to try to make the roads last longer. We've got to micropave in there a couple times. Again, those are maintenance items to try to increase the longevity of the road.

If we have no maintenance on the new roadway section, in other words with the asphalt wear surface, we'd let that go until its life, we mill it off and we repave it. It's \$55 a square yard. And if you did not maintenance for the asphalt road, you just let that go and you didn't try to increase the longevity of it you would have \$169 a square yard over that 40 years. You kind of put that all together, and this is kind of a summary of items for an example roadway cost. So for a 37 foot wide road it's about \$205 a foot, and that's a road section that's just the asphalt, the aggregate underneath. We're not talking about utilities in the road. It's just the road section. A 33 foot wide composite roadway with sidewalks is \$252 a foot. So it's a little bit pricier with that construction cost.

In the maintenance cost when you include those maintenance costs for a 37 foot and a 33 foot wide road you can see that for a 33 foot wide road although it costs \$252,000 to construct that 1,000 feet, the maintenance is \$201,000 over that 40 years. An asphalt road you have a little bit less construction cost, \$205,000, but your maintenance costs are quite high, \$567,000. So that

Village Board Meeting
May 2, 2016

kind of gives you an idea there. So what we're trying to do is create a road section that for the long term the Village can start affording those long-term maintenance costs versus reconstructing asphalt roads all the time.

Mike Pollocoff:

This is a critical or significant departure from what we've done. Previously our road profile standards have been developer friendly in the sense that in one case we went from the beginning where you could have a gravel road, let it sit for a year, then put in one course of asphalt and then come back and put another course of asphalt on it. It enabled the developer to spread their costs over time. But what we've seen is that those roads still need a lot of help over time, and we're behind on those.

So assuming the Board adopts this, and we've already heard some voices of concern from developers saying this is really going to cost me a lot in the front end and it does as Matt's number show, it does cost more in the front end, but you've got to think about the nature of public finance right now. And under levy limits right now once you get a subdivision put in and you collect \$100,000 on that subdivision a year in taxes in 2016, you're going to collect \$100,000 in '17, \$100,000 in '18. The amount of money we're going to collect is going to stay fixed, and the cost of asphalt is going to go up, and the cost of labor to put asphalt in is going to go up. So the only way to really get ahead of this, I don't think levy limits last forever, at some point everybody is going to see that things are difficult to shape. But we need to get ahead of it and have a better profile road that's going to stand up better.

If you look at the roads in LakeView Corporate Park those have been able to hold up. We've basically taken the wear course of asphalt off, the concrete has held up, and we just put the inch and a half of asphalt back down and we're back in business. It's going to be a change that, like I said, is going to make some developers uncomfortable, and it might add to the cost of a new home in the subdivision. But the offset is it's not increasing the property taxes for road maintenance for existing residents in the subdivision. So I think this is one of the things in Matt's standards that's going to serve the Village well for years to come to get a handle on this and how we build roads and how we maintain them. The numbers bear it out.

And we can see just how we've been struggling over the past 30 years trying to keep up with asphalt work, and it's hard to do because the price of asphalt is tied to the price of oil. And for many, many years we've been paying a premium for it. And every year it goes up we do less paving. So this is one of the things that needs to change. I think it's going to be a good change.

Matt Fineour:

Continuing on, Section 2.5 it is grading and erosion control standard. This is different from years past. I've kind of classified some land activities for engineer design land activities versus surveyor design land activities versus just minor land activities which kind of all represent what land activities as far as design standards whether an engineer has to prepare it, a surveyor can prepare it or a landowner or a contractor can actually submit something for it.

Village Board Meeting
May 2, 2016

Section 2.6 deals with construction specification manuals. This is really the manual that's placed together that goes along with the construction plans. It has the construction specifications in there, sometimes the contract itself in there between the contractor and the owner or developer. But it is the document that we go by as far as having construction specifications in there.

Section 2.7 deals with residential lots of surveyors and grading certifications, plat of survey for the actual building permit, plat of survey for the foundation certification and plat of survey for the final occupant grading certification. We've done a little change here. We ran into quite a few problems with single lot developments where we leave the lot as far as occupancy with a rough grade where in years past we've required spot grades around the edge or perimeter of the lot. And that's caused problems because then in the end the actual homeowner they hire a landscaper, it kind of changes in the end. Swales get filled in or whatnot, and we come back out and have to work with the landowner and who they hired as far as re-establishing the lot to its proper grade.

So in this case we have a final occupancy grading certification which is a final lot as built after the lot is done completely with topsoil and seed on it. We've kind of established it in a way that we're not requiring an additional survey, but it is a final survey. And from our last meeting from reading one to reading two I did add the section where it says lot condition for conditional occupancy. There's some additional language in there that just spells out a little bit more clearly how the lot should be at a point of conditional occupancy when the builder or the Village allows then the homeowner to move in and the builder starts backing away from the project.

Section 3 deals with preconstruction conferences and construction progress meetings. Pretty much on all developments these days we are having preconstruction conferences prior to groundbreaking before grading commences. Before any work is done Village staff here gets together with the developer and contractors for the project and tries to go over all the project and inspection requirements and that type of thing. So this kind of just outlays that requirement and things about those construction conferences that we expect.

Section 3.1 is construction inspection services and contract administration. Again, these are mostly for public improvements, and they do deal with private improvements as well. But when we have a public road or public water going in we do inspect those installations, and the developer is still involved in that as well. So this chapter outlines those requirements for inspections.

Section 3.2 deals with residential subdivision construction. It kind of outlines a little bit of progress for constructing a subdivision. I'll point out that from years past there's two changes really. One is the construction schedule. As Mike mentioned with the new roads we're going with the one phase construction where kind of everything is built in one year versus a three year layout where you might have a gravel road for one year, and you wait until 50 or 75 percent of the homes are built and then you put in asphalt and so forth. So this is kind of a one phase development. And also construction staking is now being done by the developer. However, with our construction services we are doing verification of their staking as part of inspection services.

Section 4 deals with record drawings and as built requirements. And these are record drawing and as built requirements for all sites, commercial sites or public improvements or private

Village Board Meeting
May 2, 2016

residential improvements. We try to get record drawings not only to verify that things were built correctly, but we also want to include utilities and so forth in our geographic information system that we keep on our computer that allows all departments really to have access to assets as far as utilities and allows public works to do asset management as well as for those new utilities that get installed.

Section 5 actually deals with all the Village standard construction specifications. So when I talked about the construction manual these are the construction specifications for all the utilities, our public infrastructure. When I say construction specifications these are what dictate the type of material that can be used, the type of hydrant that can be used, all those little details that the contractor needs as far as building a project or including those construction specifications.

And then finally we've got Section 6 which deals with all the standard details that the Village has as part of those construction specifications. So sanitary sewer manhole details, storm sewer details, watermain type details are put out in details that a design engineer can take right off and put in the plan.

With that if there's any questions you can ask. The only other thing that is a change from last time that did not get placed in there that if you do adopt this you can include this in there is one is they're making an addendum right away for the handicap ramps that we install. The constructions specifications right in there have the color of natural, and we're going to change that to yellow. So we're just going to make that change right away if you adopt it. Other than that if there's any questions I'd be happy to answer them.

Michael Serpe:

Since the last meeting were there any concerns from any developers, any contractors?

Matt Fineour:

No, other than what Mike mentioned as far as subdivisions and stuff. There is going to be a more up front cost for those beefier roads.

Michael Serpe:

A lot of work went into this. Nice job. I'd move approval of --

Steve Kumorkiewicz:

Second.

Michael Serpe:

-- resolution. Let me find it here.

Village Board Meeting
May 2, 2016

John Steinbrink:

Motion by Mike, second by Steve. Any further discussion

SERPE MOVED TO ADOPT ORDINANCE #16-11 TO REPEAL AND RECREATE CHAPTER 405 OF THE MUNICIPAL CODE RELATING TO DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

John Steinbrink:

Thank you, Matt.

E. Consider an award of contract for the 192 Force Main Relay project on 88th Avenue north of STH 50.

Matt Fineour:

Mr. President and members of the Board, this is an award of contract for the 192 force main relay. As you see the picture up on the board there, there is an existing force main that corresponds with a lift station by 68th Street there. The force main goes from 68th Street south to State Highway 50 and discharges to a gravity sewer down there. That existing force main is in disrepair. It's been breaking weekly if not daily. Public works has been out there repairing it all the time. They kind of did a quick design and permitting to get this relayed and permitted so a new force main could be constructed, and that's what this force main does.

The project was designed, all permits have been obtained, and the project was placed out to bid. A total of three bids were received from this project. The low base bid was from M & E Construction for \$163,845. High bid was from RJ Underground at \$352,208. And there was a middle one, again, at \$300,000. The \$163,845 is not necessarily way low. It is kind of more or less what we expected from an estimated cost standpoint. The two higher bids although we didn't ask directly we feel they were higher for a couple reasons. One is this is a rush project. We want to make sure this gets done quickly. And, two, those other two contractors are involved in the Sheridan Road watermain project which in our preconstruction meeting with that they identified they're doing a lot of directional drawing themselves for that project. So we recommend an award of contract to M & E Construction for \$163,845.60.

Dave Klimisch:

So moved.

Kris Keckler:

Second.

Village Board Meeting
May 2, 2016

John Steinbrink:

Motion by Dave, second by Kris. Any further discussion? Matt, how does this project proceed? We keep that 192 existing in use, or do we lay one along side or do we have to bypass pump?

Matt Fineour:

This will be a new force main, so the existing force main will be in use. They will construct this new force main, and there will be at a point where they make the new connections there will be a time frame where they have to bypass pump at that lift station. But for the most part during most of the directional drilling that existing force main will still be --

John Steinbrink:

So it's being laid right next to the other one?

Matt Fineour:

Yes.

John Steinbrink:

Further comment or question? Those in favor?

KLIMISCH MOVED TO AWARD A CONTRACT FOR THE 192 FORCE MAIN RELAY PROJECT ON 88TH AVENUE NORTH OF STH 50 TO M & E CONSTRUCTION IN THE AMOUNT OF \$163,845.60; SECONDED BY KECKLER; MOTION CARRIED 5-0.

F. Consider Amendment #4 to the Settlement Agreement between the Village and VIDHYA Corp VIII, Inc. regarding the BP Amoco gasoline station and convenience store located at 10477 120th Avenue.

Matt Fineour:

Mr. President and members of the Board, this deals with a settlement agreement. It's actually settlement agreement number four, the fourth settlement agreement for this contamination issue at BP by 165. It's kind of good news in a way. If you look at the slide up there, I guess what I'll do is give you, again, a little idea of what's going on out there originally. The little green box by BP gas station there is a treatment that they installed maybe a little over three years ago. Now it's been in operation for three years. It has three groundwater pumping wells that pump the groundwater into that treatment system and then treat it and then discharge it back out into the drainage ditch. Again, this was done several years ago due to several illicit discharges that were being noticed petroleum being discharged into the ditch, and presumably that was from groundwater contamination getting into the storm sewer system or the storm sewer bedding or some other conveyance way of finding its way to the ditch line.

Village Board Meeting
May 2, 2016

Over the past three years they've been treating this groundwater. They've been monitoring the site. They've been testing the groundwater as far as chemical analysis every quarter. What I have circled in yellow there is all the groundwater monitoring wells that they take tests from. So there's nine of them there. And all the ones in yellow are presumably they're good. They're below DNR enforcement standards. There's not much contamination in there as they're testing it. There's two that are kind of highlighted in orange there that still have some residual contamination. They're slightly above the DNR enforcement limits. They've actually reduced quite a bit over the past. And each one of them has had tests in the past where they've been below enforcement standards, so they're kind of like covering right there.

Over the course of time they've been pumping this out, and this kind of looks like it's getting to be the right time to kind of proceed with their proposal as far as shutting down the system and seeing what essentially happens monitoring-wise after that. What I mean by that is that there's contamination on the site. There's always going to be some level of residual contamination on the site. But the treatment system itself as far as pumping water can only do so much. And we've got seven out of the nine wells that are really good, two that are like right on the edge of being below enforcement standards.

What their proposal is to shut down the system and keep monitoring those wells. So ideally it would be nice that over the course of the next year as they continue to monitor it those wells show stability, that there's no rise in contamination. And if you want to be more ideal the two wells that show any would still be reducing contamination through just natural attenuation. Only testing will tell. That's what we're going to see. If for some chance they shut it down and they continue to monitor it and those residual contamination levels continue to rise in those things, then that's an answer as well that they might have to turn the pump back on and continue pumping. I don't know if we have anybody on BP's behalf that might want to speak on behalf of this.

But the plan is to shut it down. The DNR is on board with that. I myself don't have any objections to it as long as it's closely monitored. And, like I said, I think this is a step that needs to be taken one way or the other as far as analyzing the site and working towards a site closure. That's really the ultimate goal here is to try to analyze the site and get the site to a point where they can make an application to the DNR for site closure.

I'll just make one comment on site closure. When we talk about site closure on there, again, these are wells that we know there is going to be some residual contamination left onsite. Site closure allows the treatment system to potentially go away. But there might be conditions on a site closure like they still need to have it capped meaning you have asphalt on it, a good surface on it. Another condition could be that if there's any disturbance, any redevelopment of the site you have to do more testing of the soils to make sure that if there is residual contamination they're disposing of it properly and so forth. With that I'll answer any questions, and I'll let a representative from BP speak as well.

Village Board Meeting
May 2, 2016

Michael McTernan:

Attorney Michael McTernan, 6633 Green Bay Road, Kenosha, Wisconsin. I don't have anything more to add other than we still have a lot of work to do over the next year plus while we work through the testing phase. So obviously things could change, but this is the path that the engineers, the DNR and staff has reviewed, and hopefully we can continue to see progress here on the site. So thank you for your consideration. If you have any questions my client is here as well. Thank you very much.

Dave Klimisch:

Reading through the proposal for after it's shut down it said that there will be at least once a day observation of the discharge. And then after a month there will be three times a week testing. In that first month will there be testing of the water on a frequent basis? I don't see that.

Matt Fineour:

Their proposal is they'll have a -- we've been testing or they've been testing all along. They'll test it once right before they shut down. And then they'll shut it down and they'll do another groundwater test of all nine wells one month into it. So what we want to do is during that month they're going to monitor the well levels, we'll monitor the ditch line to make sure there's no elicit discharges. And then we'll allow that water level -- what happens is those pumping wells right now kind of artificially reduce the groundwater level as they're a cone of depression around them.

So we want that to be able to recharge the groundwater, get to a level and then retest it in a month, and then continue to test it. And after that year you're either going to see a trend of increasing contaminants, stable or decreasing contaminants still without that system on. So one month into it you test it. If it goes way up then it's an indication that the treatment system might have to go back on. If it's stable then they'll continue on.

Dave Klimisch:

What do we do between day one and that first month? Are we testing, are we like visually monitoring?

Matt Fineour:

You're visually monitoring during that one month.

Dave Klimisch:

So if we see the trillium discharge then we activate the system again?

Matt Fineour:

Correct.

Village Board Meeting
May 2, 2016

Dave Klimisch:

But we're not testing the water that first month?

Matt Fineour:

We'll test the water at the end of one month. Allow enough time for that contaminant to either increase or not. I mean it's a reasonable amount of time.

Steve Kumorkiewicz:

The system when they shut down there's going to be maintenance, they're going to maintain the equipment, too? Because if they shut it down for a year and they need to restart it they've got to keep up to date.

Matt Fineour:

Right. The system itself will be there, it will be maintained so at any point in time they could turn it back on. So it will be there. It's one of the concerns I had even at the end of the year is to make sure that -- the money has already been invested in putting that system in there. We don't want to prematurely take it out. So by the time that system -- shut down is one thing, but when you take it all away you want to be comfortable at that point in time that, yeah, we're all comfortable and that can go away. Otherwise, yes, it will be there, it will be ready to push a button and turn back on if need be.

Michael Serpe:

Has the DNR been made aware of this and they're on board?

Matt Fineour:

The DNR has been made aware of it. They've been working with the DNR in developing a plan, and it has been approved by DNR. They're on board with it.

Michael Serpe:

Okay, all right. That's good. We come back again, what, in another year?

Matt Fineour:

Yeah, they'll come back in another year unless tests show otherwise. The settlement agreement itself in the agreement if the results are not favorable for keeping it shut down they turn it back on. They continue with the existing agreement.

Village Board Meeting
May 2, 2016

Michael Serpe:

Okay, so you're looking for approval of amendment number four?

Matt Fineour:

Yes.

Michael Serpe:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

SERPE MOVED TO APPROVE AMENDMENT #4 TO THE SETTLEMENT AGREEMENT BETWEEN THE VILLAGE AND VIDHYA CORP VIII, INC. REGARDING THE BP AMOCO GASOLINE STATION AND CONVENIENCE STORE LOCATED AT 10477 120TH AVENUE AS PRESENTED; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

G. Receive Park Commission recommendation and consider Resolution #16-17 approving the CTH C Shared Use Pathway Project to be located on the south side CTH C connecting the north trailhead of Prairie Farms Trail to River Road.

John Steinbrink, Jr.:

Mr. President and members of the Commission, Kenosha County in conjunction with Wisconsin DOT is proposing, as you can see on the map, on the slides here, an off street trail on County Trunk Highway C. There's a couple of recommendations and a couple of options that they're looking for, either having the path on the north side, having it on the south side or a combination of the two.

Just a little bit of history with some of the trails in the area. When I-94 was reconstructed a few years back in the Highway C interchange and I-94 was reconfigured, there is an off street trail that goes from the Bristol limits all the way down to River Road on the south side underneath I-94 that was kind of done in preparation to have a continuous trail system. More recently the Prairie Farms Trail as a part of the sewer D interceptor line from Bain Station Road all the way down to Lake Andrea shown on the east or the right hand side of your screen has been completed. It's a ten foot wide limestone path. It's very popular within the community. Everyone that runs and walks and brings their pets and animals through there. That's a 1.8 mile trail.

Village Board Meeting
May 2, 2016

Recently staff has gone through a finished the bridge on the Don Hackbarth Trail that we brought before you a couple weeks ago, and actually named the trail the don Hackbarth Trail from Lake Andrea all the way up to the head of 114th Avenue, River Road. That's a 2.2 mile stretch. And then obviously we have the loop around Lake Andrea, the 2.3 mile loop that's very widely used, an asphalt trail.

This is really important to staff and the community to have this on the south side. One of the issues that we're running into is that we want to make sure that the recommendation does follow on the south side. So when the Village has events or when future use is happening, whether it's in 5 years, 20 years or 100 years, that they don't have to cross County Trunk Highway C. As you can see on these slides up on the screen now there's a lot of 5K runs, a lot of triathlons, or just a lot of general use. The LakeView RecPlex is a huge recreation center, a lot of activity going on there. And when the weather's nice there's a lot of people outside. There's really been a big demand for having a large off street network and this would complete that.

If we could get the next slide. And so the project overview is, like I mentioned, this is a Kenosha County and DOT sponsored project with an anticipated construction of 2018. They're looking to make it a ten foot wide asphalt pathway. Now, the pathway is not going to be on the road. It's actually going to be off street. And so you're going to have County Trunk Highway C, you're going to have a break, a grass median or some other sort of a distance separated from the road and then the ten foot wide path. This will incorporate a new bike and pedestrian bridge over the Des Plaines River. There is some planned minor acquisition for any grading that we have. And it will serve as an important connector trail for the Village and for the County.

And so some of the challenges that the consultant brought forward, and the Village staff did recognize is that if you have it on the north side you are going to have two crossings at County Trunk Highway C. You have to get from the Prairie Farms Trail, one point cross County Trunk Highway C, traverse on the north side and at some time cross back. As many of you know there's a lot of traffic on County Trunk Highway C. And with development and construction on Highway 50 that road is only going to become much busier.

There is a significant drainage impact on the west side of the project, and there is a lot of potential damages within one property on the eastern portion of the roadway intersection. And so we're really not recommending anything on the north side whatsoever. A combination of having it on the north and south side is you really have the same challenges. You're still crossing Highway C two times. And so staff is not recommending that.

We are recommending it on the south side. The positive obviously, like I've stated, there are no crossings on County Trunk Highway C. It provides a continuous future loop from the overall trail system, potential for improving ditch drainage for the property owners with construction of the path, improving sight distances for intersections on 103rd and 104th area. And there is a large right of way which I'll show you on the next slide with future church property and a horse farm.

The challenges is that there are some tree removal having it on the south side. And there are some right of way impact for some of the residential properties. The staff really does believe that this is really the one opportunity that we have to put this trail which we believe is in the right spot

Village Board Meeting
May 2, 2016

on the south side and really consider the safety of anyone using the path as soon as it's built or in 10 years or in 20 years by not having to have it cross County Trunk Highway C two times.

The slide up here is something obviously -- these pictures were taken in the wintertime even though I guess it could have been a month ago or a couple weeks ago. It shows different cross-sections of the south side on County Trunk Highway C. You do see the large open spaces just to the east of River Road with the field there. You have the crossing across the Des Plaines River way, a large open field, and then there are some residential properties just to the eastern side of there. The current recommendation on April 6, 2016 Village Park Commission unanimously approved a recommendation to the Village Board of Trustees to endorse to Kenosha County that the County Trunk Highway C shared pathway be located on the south side of Highway C.

And so the next steps just to give you an idea of what's going on we're looking at -- Kenosha County would be looking at doing some survey work and some plans, some plat and some right of way acquisition having it out to bid in July with construction in 2018. And so what we're looking for this evening is to receive the Park Commission recommendation and consider the resolution approving the shared pathway project to be located on the south side connecting the north trail head of Prairie Farms Trail to River Road. And then we'll pass this resolution on to Kenosha County.

Kris Keckler:

Move approval of Resolution 16-17.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Kris, second by Dave. Further discussion?

Dave Klimisch:

As we talked about in the Parks Commission this is an exciting closed loop opportunity. As the years go forward it gets harder and harder to make it, so this is a great time to do it, south side, miles and miles of a closed loop system. I hadn't seen the pictures of the bridge over the water on the trail so I look forward to getting out there and seeing it.

John Steinbrink:

Further discussion?

Village Board Meeting
May 2, 2016

KECKLER MOVED TO CONCUR WITH THE PARK COMMISSION RECOMMENDATION AND ADOPT RESOLUTION #16-17 APPROVING THE CTH C SHARED USE PATHWAY PROJECT TO BE LOCATED ON THE SOUTH SIDE CTH C CONNECTING THE NORTH TRAILHEAD OF PRAIRIE FARMS TRAIL TO RIVER ROAD; SECONDED BY KECKLER; MOTION CARRIED 5-0.

John Steinbrink:

That brings us to Item H. Do you want H and I together?

Jean Werbie-Harris:

Yes, please.

- H. Receive Plan Commission recommendation and consider approval of two (2) Certified Survey Maps to subdivide the property generally located at the northwest corner of 39th Avenue and Springbrook Court and the property located west of Springbrook Road and north of 101st Street to create two parcels to be dedicated to the Village for park related purposes as part of the Village Green Center development.**
- I. Receive Plan Commission recommendation and consider Ordinance #16-12 to rezone a portion of the property generally located at the northwest corner of 39th Avenue and Springbrook Court and a portion of the property generally located west of Springbrook Road and north of 101st Street from the A-2, General Agricultural District to the PR-1, Neighborhood Park-Recreation District.**

Jean Werbie-Harris:

Mr. President and members of the Board, we have two requests this evening. The first for certified survey maps, and the second for zoning map amendments. These are for two properties to be created in the Village Green Center property which is located just west of 39th Avenue at Springbrook Road, just to the south of actually Springbrook Road extended. There's two stars that have been identified for the two locations.

As part of the Village Green Center development we have worked with the developer to identify two different areas or two different lots to be dedicated to the Village of Pleasant Prairie for park-related purposes. In exchange we've been working with the developer with respect to some stormwater enhancement improvements and some road connections and some other work that we've been working with the applicant on. So Lot 1 is just west of 39th Avenue. It's approximately 149,037 square feet. It's about 350 feet of frontage on 39th Avenue. Again, this is an area that is going to be developed for public park-related purposes as well as stormwater purposes being dedicated to the Village.

As part of the development of the Village Green, the Lot 2 area is an area that's going to be continued to be developed by the developer for commercial and residential and other related

Village Board Meeting
May 2, 2016

purposes. The one unique feature of this Lot 1 is it's a combination of a couple of different areas. Part of the area is made up of land being dedicated specifically by the developer. Part of it is an area of vacation area from Springbrook Court. And then there is a small triangle area that was dedicated or I should say vacated by Kenosha County or transferred from Kenosha County to the Village of Pleasant Prairie. So it makes up that Lot 1 area for public park purposes.

The second certified survey map is identified just simply as Lot 1. It's actually the first one that's shown on the slide. And that area is also identified for public park-related purposes. There's also going to be stormwater and other purposes for that particular area. Both of these lots are currently zoned A-2, General Agricultural District. Both of these lots would be placed into the PR-1 designation so that they would be Neighborhood Park Recreational District areas.

There were a couple of modifications that needed to be made to the certified survey maps which the surveyors are making for us to reflect the dedicated easement language, as well as some stormwater drainage easement language. In addition there's a note that is being added to the certified survey map. The first one I discussed where Springbrook Court is located there are some utilities that are located under that vacated Springbrook Court, and there's some state statute language that indicates that even without a separate easement being recorded villages or utilities they have rights to those underground utilities. Even though the road was vacated and the land goes back to property on either side the Village is retaining its right for the utilities that are underneath that vacated road right of way. And that's being reflected on the certified survey maps.

This is a matter that was before the Village Plan Commission at their last meeting. There was a public hearing for the consideration of the zoning map amendment. The staff recommends approval of the certified survey maps as well as the zoning map amendments as presented subject to the comments and conditions as outlined in the staff memorandum.

Steve Kumorkiewicz:

This was very well discussed at the Planning Commission meeting. As a result I'm going to make a motion to approve the Certified Survey Map and adopt Ordinance 16-12 as presented.

Michael Serpe:

Second.

John Steinbrink:

Motion by Steve, second by Mike. Further discussion?

Village Board Meeting
May 2, 2016

KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE TWO (2) CERTIFIED SURVEY MAPS TO SUBDIVIDE THE PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF 39TH AVENUE AND SPRINGBROOK COURT AND THE PROPERTY LOCATED WEST OF SPRINGBROOK ROAD AND NORTH OF 101ST STREET TO CREATE TWO PARCELS TO BE DEDICATED TO THE VILLAGE FOR PARK RELATED PURPOSES AS PART OF THE VILLAGE GREEN CENTER DEVELOPMENT; SECONDED BY SERPE; MOTION CARRIED 5-0.

KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #16-12 TO REZONE A PORTION OF THE PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF 39TH AVENUE AND SPRINGBROOK COURT AND A PORTION OF THE PROPERTY GENERALLY LOCATED WEST OF SPRINGBROOK ROAD AND NORTH OF 101ST STREET FROM THE A-2, GENERAL AGRICULTURAL DISTRICT TO THE PR-1, NEIGHBORHOOD PARK-RECREATION DISTRICT; SECONDED BY SERPE; MOTION CARRIED 5-0.

John Steinbrink:

That concludes those two items, Jean, then?

Jean Werbie-Harris:

Yes.

J. Receive Plan Commission recommendation and consider a Development Agreement and related plans for the off-site public improvements for the development of a 424,164 square foot speculative industrial building on the vacant land located on the east side of 88th Avenue about ¼ mile south of Bain Station Road.

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request for a development agreement at the request of John Burroughs of Majestic Realty. This was before the Village Plan Commission at their last meeting as part of a site and operational plan approval as well as a development agreement approval recommendation. So I'm going to be covering a little bit about the site and operational plan as well.

The particular property is located on the east side of County Trunk Highway H which is about a quarter mile or so south of Bain Station Road on the east side between We Energies and 88th Avenue. They are requesting to put a 424,164 square foot speculative industrial building. As you will recall, in the past there was a conceptual plan that had showed various opportunities for them to do a single building, two buildings, three buildings. What they've decided at this point is to move forward with two buildings on this particular property. The northern one is the one that has received its approval by the Plan Commission at their last meeting on April 25th.

Village Board Meeting
May 2, 2016

What they're requesting to do is to begin their mass grading to install underground utilities, to construct footing and foundation and get going on this first building. The building has been designed so that it could accommodate up to four tenants. And it is really identified as a warehouse distribution building at that size. Quite a few parking spaces and handicapped accessible parking spaces and trailer parking spaces have been identified on this building site. The nice feature about this particular building is it's not going to be constructed in a north/south direction but rather east/west. So you will not be seeing all of those truck docs parallel to Highway H for this particular building.

So as part of this project and moving forward with respect to this building, the developer needs to enter into a development agreement with the Village of Pleasant Prairie in order to address some of the offsite and a few of the onsite development related improvements. For example, based on the TIA, the traffic impact analysis that was done for this particular project, the majestic project, it will be requiring reconstruction of a portion of County Trunk Highway H, construction of acceleration and deceleration lanes, a bypass lane, some adjustments and modifications to the gravel shoulders, pavement markings, traffic signs and some related road repairs at their entrance.

In addition, there's going to be some storm sewer improvements that need to be completed. They'll be doing some hydrant and valve adjustments, some sanitary sewer manhole adjustments and an installation of a new manhole. They'll be also doing some public street trees and terrace restoration all within the County Trunk Highway H right of way. In addition, onsite there is a 14 foot wide gravel sanitary sewer maintenance path that's going to be constructed by them and then turned over to the Village as well.

As you remember, you may recall, there is an existing sanitary sewer line that traverses through their property on a diagonal on the east side of the property. So we have requested and they are putting a 14 foot wide gravel sanitary sewer maintenance path over that sanitary sewer for us to have reasonable access to that line for maintenance purposes.

So the developer is then responsible for providing financial security, insurance certificates and other type of field staking inspection requirements in order to secure all of these public improvements being placed in the public road right of way and, again, the gravel access path. So the development agreement is to secure that obligation by the developer.

Mike Pollocoff:

Jean, if I could interrupt. Didn't we have sessions with the developer concerning their fair share contribution to the roundabout at Bain Station and 88th?

Jean Werbie-Harris:

Absolutely. As part of the TIA and our discussions with Kenosha County and as reflected in the development agreement, the developer is required to make a contribution to the Village of Pleasant Prairie who will in turn transfer those funds to Kenosha County. I'm looking for the dollar amount. I think it's \$163,000 that the developer is required to deposit with the Village of

Village Board Meeting
May 2, 2016

Pleasant Prairie. Again, this is for the upgrading and improvements basically for a future roundabout at the intersection of County Trunk Highway H and Bain Station Road.

There was some initial discussion by Gary Sipsma and the County as to making that location a signalized intersection. But after further review they have decided that they are going to move forward with a roundabout at that intersection. And they are undertaking that preliminary design for that roundabout with likely construction in 2017. And the amount of money is \$163,500.

Mike Pollocoff:

And that was based on the numbers that were just announced for the State program aid for that. Those numbers are reflected in this amount? That just came out so I'm not sure how current the \$163,500 is.

Jean Werbie-Harris:

I received this information from Gary in the last two weeks.

Michael Serpe:

What about public safety as far as street lighting on H and more caution lights?

Jean Werbie-Harris:

I did have a conversation with Gary Sipsma regarding both of those matters as well. He's the Highway Director for Kenosha County. And in the first instance Gary would like to make sure that there is lighting at their entrance which is parallel to Highway H. And then there's going to be some significant lighting on the building and along the whole parking area that is parallel to 88th Avenue. He would like to have some discussion reflected in our comments with respect to a future possibility of lighting to be installed on Highway H. But he is concerned about putting too much lighting on Highway H at this time due to the fact that with each successive building that we put on Highway H that they will be bringing quite a bit of lighting for their uses. And he just doesn't want it to overwhelm the adjacent highway.

Michael Serpe:

Who is making that statement?

Jean Werbie-Harris:

The County Highway Director. He said that he would certainly look at it for appropriate locations for lighting, and it certainly can be a project that is cost shared with the adjacent landowners. But we do have farms all along the west side of Highway H, and he just felt that it might not be appropriate to put a lot of lighting up and down Highway H.

Village Board Meeting
May 2, 2016

Michael Serpe:

I don't disagree with that. All I'm looking at is a 400,000 and some square foot building probably expanding to a million like they originally wanted it going to have a whole lot of semis coming and out of that place. And that is an open road that freezes over in the wintertime very quickly because of its topography. And if semis are going to be coming and going and that lighting is not good in there we have a potential for some good accidents, and I don't want to see that happen.

Jean Werbie-Harris:

And I brought that up to him. And he indicated that it's not something that certain we look at one time and then we say we're not going to address this in the future. But he said as we continue to expand uses on Highway H that we should re-evaluate that at each successive time. At the other areas in the corporate park where we have public roadways intersecting, we have lights periodically every 400 to 500 feet out in the corporate park, and on the main streets like 165 they're more frequently than that. Here until we get to that point there are no streets currently proposed on the west side because that's all farmland all the way from Bain Station all the way down to Prairie Springs Park. So he indicated that we need to continue to evaluate it.

And if it comes to a point where it's necessary we should put something together. I did sit with our master electrician and inspection superintendent. We did talk about a strategy as to how lights could be placed. Is Sandro still here? He's not here. He did talk to me about placing possibly lights every 400 to 500 feet, type 2, 5,000 was the temperature. They would be LED dark sky compliant. So we did start to put together a concept or a plan or a strategy as to how it could be placed there. I think it probably involves a little bit further discussion because, again, just because we have the farm fields on the other side of the street, and Gary wanted to see exactly and go through the photometric plan that was being submitted by Majestic to see how it could impact that highway.

Michael Serpe:

You look at the EMCO site two bad accidents there involving a train that was blocking. I mean a semi is going to be just as dark as a train almost. I'm just saying it's a wide open area that's dark at night, and in the wintertime you've got freezing roads. You've got to give some people some warning that there's semis coming and out of this place.

Mike Pollocoff:

The Board has the option because we did put streetlights on H around 165 and coming up through EMCO at 100th. So we do that as a streetlight assessment for a streetlight district. And we can define the property owners that are driving that need and it would pay that monthly fee for it. And in the corporate park we've done that through We Energies. I'd recommend we not do that because that's an expensive operation. But we'd need to get a contribution up front to put in LED and a lighting system that we would use. I think I wouldn't be surprised if we couldn't get away with just putting the lights on the east side of the road and lighting up the road as necessary.

Village Board Meeting
May 2, 2016

Jean Werbie-Harris:

And I did mention it to the developer that this was a strong possibility that that might be a recommendation from the Board.

Steve Kumorkiewicz:

[Inaudible] at one time we were talking about a subdivision going in the west side of H, and we considered the [inaudible] do you recall that?

Jean Werbie-Harris:

That was a long time ago. We did put together a neighborhood plan for that area. And there would be two different connection points going to the west. So two public streets would connect to go west from that location.

Steve Kumorkiewicz:

The consideration [inaudible] about the traffic going in and out [inaudible]. Also, in the east side of H right by the building we've got fire protection over there, we have fire hydrants, right, that we installed when the power plant was about to go there?

Mike Pollocoff:

There's two water mains on H.

Steve Kumorkiewicz:

Okay was that paid for or not?

Mike Pollocoff:

Was that paid for?

Steve Kumorkiewicz:

Yes.

Mike Pollocoff:

That was paid for by P G& E.

Steve Kumorkiewicz:

That's what I want to know. Okay, thank you.

Village Board Meeting
May 2, 2016

Michael Serpe:

John, I'd move approval of the development agreement.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for approval of the development agreement. Further discussion?

Jean Werbie-Harris:

I'm sorry, what was the direction to the developer regarding the street lighting? That there's a possibility for a street lighting district to be created? And then we would proceed at that point.

Mike Pollocoff:

I don't think it's a possibility. I think it's --

Jean Werbie-Harris:

Inevitable?

Mike Pollocoff:

-- an actuality. We want the lights to be designed to the Village standard. And that property is going to have to pay for the monthly operation and depreciation on that system to maintain it. I don't have a problem with not putting it in south of the current site, but we should get that laid out and planned so we know what we're doing and everything is in place. That would be a Village owned system that they would pay for as a construction cost. And then we would bill them on a monthly basis. They would dedicate that to the Village, and then there would be an ongoing monthly payment for the energy and for depreciation on those assets so we have money to be able to set aside to take care of when replacement is needed. Not unlike what we do with some of the existing businesses in the corporate park, Jelly Belly or those uses off of Green Bay Road.

Dave Klimisch:

Jean, I have two questions. Will there be the EMS camera system here so police and fire -- in an emergency they can use the cameras to see what's going on?

Village Board Meeting
May 2, 2016

Jean Werbie-Harris:

A DSIS system?

Dave Klimisch:

Yes.

Jean Werbie-Harris:

No, we don't have any in the corporate park and it's not required.

Dave Klimisch:

That's more in a retail setting?

Jean Werbie-Harris:

Retail, planned developments, commercial, large residential developments.

Dave Klimisch:

And then I see there's going to be 292 automobile parking spaces. Other developments we've had we've been close to the parking limit. Is that way over what the formula says we need?

Jean Werbie-Harris:

No, they did it based on what's required for the zoning ordinance standards based on the amount of square footage for the building. We have a standard based on so many square feet of a building and how many people on the largest work shift. There's a standard that's been applied so that they have adequate parking.

John Steinbrink:

We're probably going to have to notify the County to put a deer crossing sign up near the cemetery.

Michael Serpe:

You're the only one who hit a deer.

John Steinbrink:

Right now there's a large number that cross there. So increased traffic and people not paying attention. All right, we have a motion and a second. Any further discussion?

Village Board Meeting
May 2, 2016

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A DEVELOPMENT AGREEMENT AND RELATED PLANS FOR THE OFF-SITE PUBLIC IMPROVEMENTS FOR THE DEVELOPMENT OF A 424,164 SQUARE FOOT SPECULATIVE INDUSTRIAL BUILDING ON THE VACANT LAND LOCATED ON THE EAST SIDE OF 88TH AVENUE ABOUT ¼ MILE SOUTH OF BAIN STATION ROAD; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

- K. Receive Plan Commission recommendation and consider a Conceptual Plan for the property generally located south and east of 110th Street and 116th Avenue for the development of three (3) industrial buildings for the proposed Riverview Corporate Park (North).**

Jean Werbie-Harris:

Mr. President and members of the Board, we received an email this afternoon requesting that this item be withdrawn from the agenda. So staff recommends that the Board accept that request and it be withdrawn at this time.

John Steinbrink:

Do you need a motion for that?

Mike Pollocoff:

Yes.

KECKLER MOVED TO GRANT THE REQUEST THAT CONSIDERATION OF A CONCEPTUAL PLAN FOR THE PROPERTY GENERALLY LOCATED SOUTH AND EAST OF 110TH STREET AND 116TH AVENUE FOR THE DEVELOPMENT OF THREE (3) INDUSTRIAL BUILDINGS FOR THE PROPOSED RIVERVIEW CORPORATE PARK (NORTH) BE WITHDRAWN FROM THE AGENDA; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

- L. Receive Plan Commission recommendation and consider authorizing the completion of the private improvements for the previously approved expansion of the Westwood Estates Manufactured Mobile Home located at 7801 88th Avenue.**

Jean Werbie-Harris:

Mr. President and members of the Board, the Village has been working with the owners of Westwood Estates for several years. And this is related to the phased construction of public and private related improvements for the Westwood Estates Manufactured Home Park. The Home Park is located east of 88th Avenue, and it extends just south of Highway 50 all the way south to about 85th Street, and then extending over to the railroad tracks.

Village Board Meeting
May 2, 2016

Nielsen Madsen and Barber had originally worked with the owners and the Village on the approval and platting of this mobile home park. We started that back in 1997, 1998, and now we are coming down to the final phase of this particular development. The initial phase included mass grading of the site and construction of two stormwater detention basins and the installation of sanitary sewer improvements. Since that time four additional phases of construction have taken place on the site which allowed 67 of the 85 lots to be considered buildable. The remaining 18 lots for which private infrastructure needs to be completed to become buildable are lots 285 through 291 and 316 through 329. And that's shown on the exhibits in the information that you have.

Some of the final private improvements that are left to be completed are pavements and watermain on Pine Street, Oak Street to Evergreen Drive, and Evergreen Drive lot 284 to 85th Avenue; storm sewer on Evergreen Drive from lot 284 to 85th Avenue and the intersection of Evergreen Drive and Pine Street; and water services and risers for lots 285 to 291 and 316 to 329. Public utilities for a majority of the mentioned 18 lots has already been completed.

Since the original design documents were more than 15 years old, Nielsen Madsen and Barber no longer uses that original software so they had to modify the plans and add additional drawings through their Adobe process. Modifications to the particular infrastructure have been presented to the staff and reviewed by staff. In order for them to move forward with the construction they need to obtain the following permits because they've long since expired. In addition, a preconstruction meeting would be needed in order to move forward.

They need to obtain their WI DSPS general plumbing permits for private onsite water mains and storm sewers, the Village of Pleasant Prairie erosion control permits, the Village of Pleasant Prairie work in the right of way permits. And then, finally, they need to get the Village exterior plumbing permits for private water and private storm sewer mains because inspections are done by Pleasant Prairie. Since all the mass grading was completed a long time ago and they are not disturbing more than an acre, they will not be required to get a Wisconsin DNR NOI permit.

In addition to completing the park build out, it's the owner's intention if funding allows to do some minor asphalt base patching in order to clean up the site a little bit. The staff recommends approval as does the Plan Commission from their last meeting for the approval of these private improvements for the expansion of the manufactured home park, again, the Westwood Park at 7801 88th Avenue. There would be not letter of credit with respect to this project as they're just completing all private related improvements. The Village is not going to be doing any of the inspection on these projects. These are all going to be private inspectors that are going to be completing off this project. Staff recommends approval as presented and subject to the comments as outlined including the preconstruction meeting.

Steve Kumorkiewicz:

So moved to approve.

Village Board Meeting
May 2, 2016

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Further comments on this item?

KUMORKIEWICZ MOVED TO CONCUR WITH THE COMMISSION RECOMMENDATION AND APPROVE THE COMPLETION OF THE PRIVATE IMPROVEMENTS FOR THE PREVIOUSLY APPROVED EXPANSION OF THE WESTWOOD ESTATES MANUFACTURED MOBILE HOME LOCATED AT 7801 88TH Avenue; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

9. VILLAGE BOARD COMMENTS

Dave Klimisch:

One quick thing. In regards to the dark store meeting that we have on Wednesday, this process decimated the funding for municipalities in Michigan. The State of Indiana saw it coming, so in a Republic controlled house a bipartisan solution was passed in the State of Indiana. So there is a very similar solution offered in Wisconsin with the Republican controlled House and Senate. It's a bipartisan solution that seemingly from our point of view is something that can work. I'm looking forward to the meeting on Wednesday. And hopefully our state representatives can see the simple solution and how bipartisan it is.

Steve Kumorkiewicz:

I got a chance to do that last year and they just ignored it. I have the idea they are going to delay it, delay it, delay as much as they can.

Dave Klimisch:

If Indiana did it we can do it.

Michael Serpe:

I agree.

10. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED Y KECKLER; MOTION CARRIED AND MEETING ADJOURNED AT 7:40 P.M.

Consider **Resolution #16-19** for support of a **Floodplain Boundary Adjustment** for the request of Matt Fineour, P.E. Village Engineer on behalf of the Village of Pleasant Prairie, owner of the property located at 8600 Green Bay Road to remove 1,500 cubic yards from the 100-year floodplain and to create 1,615 cubic yards of 100-year floodplain to compensate for the 100-floodplain begin filled for the construction of a 65,664 square foot Public Works equipment storage building.

Recommendation: On May 9, 2016 the Plan Commission held a public hearing and recommended that the Village Board to approve the Floodplain Boundary Adjustment subject to the comments and conditions of the May 16, 2016 Village staff report.

VILLAGE STAFF REPORT OF MAY 16, 2016

Consider **Resolution #16-19** for support of a **Floodplain Boundary Adjustment** for the request of Matt Fineour, P.E. Village Engineer on behalf of the Village of Pleasant Prairie, owner of the property located at 8600 Green Bay Road to remove 1,500 cubic yards from the 100-year floodplain and to create 1,615 cubic yards of 100-year floodplain to compensate for the 100-floodplain being filled for the construction of a 65,664 square foot Public Works equipment storage building.

Background: On May 9, 2016, the Plan Commission conditionally approved Site and Operational Plans for the construction of a new 65,664 square foot, pre-cast, fully-sprinklered storage building for Public Works Department equipment at the Roger Prange Municipal Center, 8600 Green Bay Road. The property is currently zoned I-1 Institutional District, C-1, Lowland Resource Conservancy District and FPO Floodplain overlay District. The new storage building will house equipment and vehicles that are currently being stored outside due to lack of space in the existing covered storage buildings. Such equipment includes snow plow trucks, plow blades, light duty vehicles, and other seasonal and general Public Works equipment. In conjunction with the new storage building, the Public Works Department will be relocating the residential recycling/compost site operations from the Roger Prange Municipal Center site to the former 73-1 site located at 8000 128th Street.

The new building and related site improvements, including grading, expanding the storm water retention facilities, amending the 100-year floodplain and installing the required fire lane for the new building will result in the reduction of 12 parking spaces along the north side of the proposed building to accommodate the building's required 30-foot fire lane. The total number of outside surface parking spaces for employees and guests for the Prange Center buildings is 139 spaces, plus 3 handicapped accessible parking spaces.

The mass grading for the storage building project is projected to begin in May 2016, with building construction to begin shortly thereafter. The project is proposed to be completed by late fall, 2016.

The existing storm water pond and depression area west of the pond is not considered a wetland by the Wisconsin Department of Natural Resources (WI DNR). The U.S. Army Corps of Engineers (ACOE) has not made a determination yet as to whether they are taking jurisdiction of these wetland areas. If the ACOE takes jurisdiction, then the Village will be required to submit for a Zoning Text and Map Amendment to rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District and to create a Planned Unit Development (PUD) Overlay District to modify or reduce the building's 25 foot setback from the wetlands and the existing gravel area setback to the wetlands. In addition, an amendment to the Village Comprehensive Land Use Plan will be required to correctly reflect the field delineated wetlands on the property.

Floodplain Boundary Adjustment: The Village is proposing to amend the Federal Emergency Management Agency (FEMA) Federal Insurance Rate Maps (FIRM), which have an effective date of June 19, 2012. The floodplain boundary amendment is associated with the 100-year floodplain of the Jerome Creek being impacted by the Public Works equipment storage building and associated site improvements. The proposed project will remove 1,500 cubic yards from the 100-year floodplain and create 1,615 cubic yards of 100-year floodplain to compensate for the 100-floodplain being filled. Upon the project's completion, there will be a net increase of 115 cubic yards of floodplain storage volume over the existing condition floodplain storage.

The proposed floodplain boundary adjustment amendment is consistent with the purposes of Section 420-131 of the Village Zoning Ordinance and is not in conflict with the applicable rules of the WI DNR or FEMA. Furthermore, this project is proposed to be in compliance

with Section 420-131 of the Village Zoning Ordinance and will comply with the following Village Ordinance requirements:

- The floodplain boundary adjustment shall be consistent with Section 420-131 of the Village Zoning Ordinance and not in conflict with the applicable rules of the WI DNR and FEMA.
- Amendments to the floodplain boundaries shall not be permitted where the change will increase the regional flood stage elevation unless the applicant has made appropriate legal arrangements with the Village, any other affected governmental units, and any other property owners affected by the flood stage increase.
- Petitions for the floodplain amendment shall provide adjusted water surface profiles and adjusted floodplain limits to reflect the increased flood elevation.
- Any area removed from the floodplain shall be contiguous to land lying outside the floodplain.
- Whenever any volume of flood storage capacity is removed from the floodplain, as defined by the ground surface and the regional flood elevation, an equal volume of flood storage capacity shall be created within the existing or newly created floodplain boundary, in the vicinity of the removal, to compensate for the lost flood storage capacity. Excavation below the ordinary high-water mark shall not be considered as providing any equal volume of storage capacity for compensation purposes. Any such area of compensating flood storage capacity shall drain freely to the receiving stream.
- Removal of land from the floodplain shall not be permitted unless the land has been filled to an elevation at least two (2) feet above the elevation of the floodplain.

The Village received Technical approval from the WI DNR on April 18, 2016 for the proposed floodplain adjustment.

Village staff is recommending that the requirement to obtain a Conditional Letter of Map Revision based on fill (CLOMR-F) be waived for this project to allow the petitioner to move forward at their own risk; however, a Letter of Map Revision based on fill (LOMR-F) after construction is completed will be required. Upon obtaining the LOMR-F, the Zoning Map and Text Amendments and a Comprehensive Land Use Plan Amendment will also be required.

Village staff recommends that the Village Board adopt Resolution #16-19 for support of the Floodplain Boundary Adjustment as presented.

**VILLAGE BOARD RESOLUTION #16-19
VILLAGE OF PLEASANT PRAIRIE
RESOLUTION AND COMMUNITY CONCURRENCE
TO AMEND THE 100-YEAR FLOODPLAIN BOUNDARY**

WHEREAS, Matt Fineour, P.E. Village Engineer on behalf of the Village of Pleasant Prairie, owner of the property located at 8600 Green Bay Road has requested approval of a Floodplain Boundary Adjustment for the construction of a 65,664 square foot Public Works equipment storage building and associated site improvements; and

WHEREAS, the Floodplain Boundary Adjustment proposes to remove 1,500 cubic yards from the 100-year floodplain and to create 1,615 cubic yards of 100-year floodplain to compensate for the 100-floodplain begin filled as shown on Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for the Village of Pleasant Prairie (Effective Date of June 19, 2012) for a part of U.S. Public Land Survey Section 15, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Number 92-4-122-152-0301 as shown on **Exhibit 1**; and

WHEREAS, the floodplain boundary adjustment shall be consistent with Section 420-131 of the Village Zoning Ordinance or in conflict with the applicable rules of the WI DNR and FEMA; and

WHEREAS, amendments to the floodplain boundaries shall not be permitted where the change will increase the regional flood stage elevation unless the applicant has made appropriate legal arrangements with the Village, any other affected governmental units, and any other property owners affected by the flood stage increase; and

WHEREAS, the floodplain amendment shall provide adjusted water surface profiles and adjusted floodplain limits to reflect the increased flood elevation; and

WHEREAS, any area removed from the floodplain shall be contiguous to land lying outside the floodplain; and

WHEREAS, whenever any volume of flood storage capacity is removed from the floodplain, as defined by the ground surface and the regional flood elevation, an equal volume of flood storage capacity shall be created within the existing or newly created floodplain boundary, in the vicinity of the removal, to compensate for the lost flood storage capacity. Excavation below the ordinary high-water mark shall not be considered as providing any equal volume of storage capacity for compensation purposes. Any such area of compensating flood storage capacity shall drain freely to the receiving stream; and

WHEREAS, removal of land from the floodplain shall not be permitted unless the land has been filled to an elevation at least two (2) feet above the elevation of the floodplain; and

WHEREAS, the Village received Technical approval from the WI DNR on April 18, 2016 for the proposed floodplain adjustment (See **Exhibit 2**); and

WHEREAS, a public hearing was held by the Village Plan Commission of the Village of Pleasant Prairie, Kenosha County, Wisconsin, at the Village Municipal Building, 9915 39th Avenue on the 9th day of May 2016, at 6:00 P.M. of said day, for the purpose of determining the application of the floodplain boundary map amendment; and

WHEREAS, the Pleasant Prairie Village Board has been provided with sufficient evidence that the petition for a floodplain boundary map adjustment and amendment is consistent with the requirements of the Village Zoning Ordinance.

NOW, THEREFORE, the Village Board does hereby resolve to amend the 100-year recurrence interval floodplain boundary as delineated and shown on the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for the Village of Pleasant Prairie (Effective Date of June 19, 2012) for a part of U.S. Public Land Survey Section 15, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, subject to compliance with the terms and conditions hereinafter stated:

1. A Conditional Letter of Map Revision based on fill (CLOMR-F) will not be required for this project; however the petitioner is moving forward with the project at their own risk; however, a Letter of Map Revision based on fill (LOMR-F) after construction is completed will be required. Upon obtaining the LOMR-F, the Zoning Map and Text Amendments and a Comprehensive Land Use Plan Amendment will also be required.
2. All required permits from the WI DNR shall be obtained and provided to the Village prior to the Village issuance of permits to commence work on site.
3. Upon completion of the work, an as-built grading plan and supporting documentation certified and stamped by a Wisconsin registered and licensed professional engineer shall be submitted to the Village to verify compliance with design plans. A paper copy and pdf copy is required to be submitted
4. After receiving a LOMR-F by FEMA, the petitioner shall submit an application to amend the Village Comprehensive Land Use Map and the Village Zoning Map and Text. A Certificate of Compliance shall not be issued by the Village until the Comprehensive Land Use Plan Amendment, the Zoning Text Amendment and Zoning Map Amendment are all approved by the Village.

RESOLUTION by action of the Village Board of the Village of Pleasant Prairie adopted this 16th day of May 2016.

Attest:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

DEV1604-005



Filed _____ 20__ Published _____ 20__
 Public Hearing _____ 20__ _____ 20__
 Fee Paid _____ 20__ Approved _____ 20__
 Notices Mailed _____ 20__ Denied: _____ 20__

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
 COMMUNITY DEVELOPMENT DEPARTMENT
 FLOODPLAIN BOUNDARY ADJUSTMENT**

TO THE PLEASANT PRAIRIE VILLAGE PLAN COMMISSION AND BOARD OF TRUSTEES: The undersigned hereby applies for a permit to do the work herein described, and as shown on the required engineered drawings and analysis and hereby agrees that all work will be done in accordance with all the laws of the State of Wisconsin and all of the Village of Pleasant Prairie Ordinance.

Subdivision/Development Name: N/A Lot _____ Block _____
 Property location: 8600 Green Bay Road Zoning District(s): I-1
 Abutting Body of Water/River/Stream: Jerome Creek
 Section 15 & 16 Township 1 Range: 22E
 Tax Parcel Number(s): 92-4-122-152-0301

Project Specifications: This information shall also be provided with or shown on the required site plans.

Reason and purpose for the Floodplain Adjustment: _____
Construction of a Public Works equipment storage building.

Total volume proposed to be removed from the 100 year floodplain: 1500 CY ~~cu. ft.~~
 Total volume proposed to be added to the 100 year floodplain: 1615 CY ~~cu. ft.~~
 Type of fill materials (soil types) proposed to be used: structural fill

Mitigation measures or restoration methods to be used: _____
Disturbed areas will be restored with topsoil, seed, fertilizer, and erosion mat.

Time Schedule for filling: Summer 2016 to Spring 2017

Each applicant applying for a floodplain adjustment permit is charged with the knowledge of the requirements of the Village Zoning Ordinance. Copies of the Ordinance or portions thereof are available for sale or inspection upon request. Any statement made, site plan submitted, any project improperly constructed, any assurance given or permit erroneously issued contrary to this Ordinance is null and void and may be subject to prosecution.

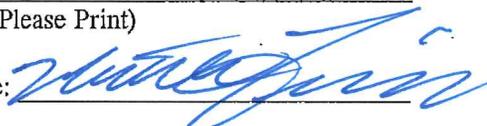
Section 420-131 of the Village Zoning Ordinance entitled "FPO, FLOODPLAIN OVERLAY DISTRICT" shall be complied with. In particular, Section 420-131t of the Village Zoning Ordinance entitled "REMOVAL OF LANDS FROM FLOODPLAIN/AMENDMENTS" outlines the general requirements to amend the floodplain boundary. Please be advised that compliance with the provisions of these regulations shall not be grounds for removing lands from the floodplain, unless they are removed by filling to a height of at least two feet above the regional flood elevation, the fill is contiguous to land lying outside the floodplain, the official floodplain map is amended, and FEMA revises the Flood Insurance Rate Map or issues a Letter of Map Amendment or Revision.

I (We), have provided the non-refundable filing fee and 12 copies of the required plans and engineering data necessary to amend the floodplain boundary and one (1) copy reduced onto a 8 1/2" x 11".

I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge, and understand the above requirements and procedures.

PROPERTY OWNER:

Name: Village of Pleasant Prairie
(Please Print)

Signature: 

Address: 9915 39th Avenue

Pleasant Prairie, WI 53158
(City) (State) (Zip)

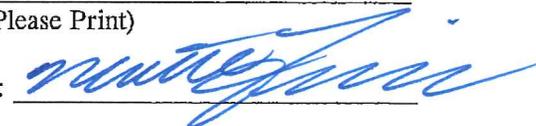
Phone: 262-925-8951

Fax: 262-925-6796

Date: April 7, 2016

OWNER'S AGENT:

Name: Matthew J. Fineour
(Please Print)

Signature: 

Address: 9915 39th Avenue

Pleasant Prairie, WI 53158
(City) (State) (Zip)

Phone: 262-925-6778

Fax: 262-925-6796

Date: April 7, 2016

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Waukesha Service Center
141 NW Barstow St. Room 180
Waukesha WI 53188

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



April 18, 2016

Ms. Jean M. Werbie-Harris,
Community Development Director Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158-6504

Subject: Technical Approval – Conditional Letter of Map Revision Based on 8600 Green Bay Road
Pleasant Prairie FAD 12080

Dear Ms. Werbie-Harris:

The Department of Natural Resources (Department) completed its review of the Conditional Letter of Map Revision Based on Fill (CLOMR-F) at the Prange Center site on 8600 Green Bay Road, adjacent to Jerome Creek and Unnamed Tributary 4 to Jerome Creek. The original submittal was provided on April 12, 2016 and was prepared by Cindi V. DeBruine, P.E., R.A. Smith National, Inc. The project involves a floodplain boundary adjustment (cut and fill to re-delineate the floodplain boundary) for future construction of an industrial building, parking, access roads and infrastructure. The project is located in Section 15 in Township 1 North, Range 22 East. The Department's review finds that the Prange Center CLOMR-F meets the requirements of Wisconsin Administrative Code Chapter NR116.

Once the grading is complete, the final Letter of Map Revision Based on Fill (LOMR-F) will need to be submitted to the Department and the Federal Emergency Management Agency (FEMA). The Department's experience has been that the best time to submit the LOMR-F for these projects is after placing the fill but prior to constructing the building. Once the LOMR-F is issued, the Village should amend the Floodplain Ordinance to adopt the new information and submit the amendment to the Department for approval.

The Village should refer to FEMA Technical Bulletin 10-01 to ensure the project meets compaction standards and the future building will be reasonably safe from flooding.

Please note that this review only addresses floodplain considerations, and does not include a review of other permitting requirements. I would appreciate receiving copies of any correspondence that the Village or consultant receives from FEMA. The FEMA case reviewer can also contact me to discuss the submittal, if needed. If you have any questions, please contact me at (262)574-2188 or Nathan.Zoch@wisconsin.gov.

Sincerely,

Nathan Zoch, EIT
Water Management Engineer
Waukesha Service Center

cc: Cindi V. DeBruine, P.E., CFM - R.A. Smith National, Inc.
Michelle Staff, WDNR

Consider the request of Michael Christiansen, owner of the property at 9301 River Road for approval of the **Lot Line Adjustment** with the adjacent property to the north located at 9109 River Road.

Recommendation:

Village Plan Commission recommends that the Village Board approve the **Lot Line Adjustment** subject to the comments and conditions of the May 16, 2016 Village Staff Report.

VILLAGE STAFF REPORT OF MAY 16, 2016

Consider the request of Michael Christiansen, owner of the property at 9301 River Road for approval of the **Lot Line Adjustment** with the adjacent property to the north located at 9109 River Road.

The owners of the properties located at 9301 River Road (Tax Parcel Number 92-4-122-181-0102) and 9109 River Road (Tax Parcel Number 92-4-122-181-0101) are proposing to adjust their lot lines. The north lot line of 9301 River Road is being adjusted to add approximately 3,264 square feet from the property at 9109 River Road.

By adjusting the common lot line, it will allow the owner of 9301 River Road to construct a detached garage.

Both properties are zoned A-3, Limited Agricultural District and both have portions that are located within the FPO, Floodplain Overlay District. The parcel at 9109 River Road also has portions zoned C-1, Lowland Resource Conservancy District. The property at 9301 River Road is considered a non-conforming lot in that the lot does not meet the minimum requirements for the A-3 District with respect to lot size and lot frontage. The A-3 District requires a minimum lot area of 5 acres with a minimum lot width on a public street of 300 feet. This lot line adjustment adds more area to the non-conforming lot making the lot less non-conforming.

The Lot Line Adjustment will comply with the requirements set forth in the Village Zoning Ordinance and Land Division and Development Control Ordinance.

Plan Commission recommends approval of the Lot Line Adjustment subject to the petitioners recording the proper transfer/deed documents with the Plat of Survey for the Lot Line Adjustment as an Exhibit at the Kenosha County Register of Deeds Office within 30 days of final Village approval.

RECEIVED
APR 20 2016

BY: _____

20 APR 16

My Name is Michael CHRISTIANSEN, I Live at 9301 River Road.
My Grandfather, Orlven CHRISTIANSEN owns the property directly
North of me. He is giving me a small section of land through
a Lot Line adjustment to have the setback for building a
detached garage. The garage is for storage of a Fishing boat
and ATV. IT will be 520 Φ .



Michael Christiansen
9301 River Rd.

Pleasant Prairie WI,
53158

262-620-9028

huacmike17@gmail.com.

AGREEMENT

Between and Among the

**LAKE COUNTY FOREST PRESERVE DISTRICT,
STATE OF WISCONSIN-WISCONSIN DEPARTMENT OF NATURAL RESOURCES,
UNIVERSITY OF WISCONSIN-PARKSIDE,
THE CHIWAUKEE PRAIRIE PRESERVATION FUND, INC., AND
THE VILLAGE OF PLEASANT PRAIRIE**

THIS AGREEMENT is made and entered into by and between the Illinois Lake County Forest Preserve District ("LCFPD"), the Wisconsin Department of Natural Resources ("WDNR"), representing the State of Wisconsin ("WI State"), the University of Wisconsin-Parkside ("Parkside"), the Chiwaukee Prairie Preservation Fund, Inc. ("Friends"), and the Village of Pleasant Prairie ("Village"), hereinafter referred to collectively as the "Parties" and individually as "Party".

WHEREAS, the Parties own, manage or volunteer at certain parcels of land within the Lake Michigan watershed in a region commonly referred to as the Chiwaukee Illinois Beach Lake Plain (hereinafter referred to as the "Lake Plain," which is generally depicted on Exhibit A attached hereto); and

WHEREAS, it is the mission of the Parties to preserve, protect, and maintain the natural features and ecological values of the Lake Plain and in furtherance of these objectives to undertake programs and activities such as biological and physical inventory, scientific research, habitat and wildlife management; and

WHEREAS, the Parties and the natural areas that they own, manage or volunteer at within the Lake Plain are faced with a common set of conservation threats including, but not limited to: alteration of hydrologic regimes, increased inputs of storm water (surface water) flows carrying sediment and pollutants, decreased groundwater inputs, establishment and spread of invasive species, altered fire regimes, physical barriers to migration and movement of fish and wildlife, increased abundance of meso-predators, and herbivore pressures upon native plant communities; and

WHEREAS, the WDNR has forest fire suppression responsibilities throughout Wisconsin; and

WHEREAS, the management of the Lake Plain requires proper use of fire management, including prescribed burning and fire suppression, in a manner that considers natural resource needs; and

WHEREAS, the WDNR and LCFPD have expertise in fire management, including prescribed burning and/or forest fire suppression, and currently employ or have under contract personnel and equipment capable of performing fire management activities; and

WHEREAS, the Parties to this Agreement are authorized to execute and implement this Agreement (“Agreement”);

NOW THEREFORE, the Parties, intending to cooperate in the management and protection of the Lake Plain, agree as follows;

I. OBJECTIVES

This Agreement is intended to formalize, for the mutual benefit of the Parties, restoration collaboration between the Parties for the protection and management of the Lake Plain, including fire management activities. Through this Agreement, the Parties will focus on common threats and, working together, intend to achieve a positive ecological impact to the Lake Plain ecosystem that is greater than the impact they could achieve working individually.

Ecological management of the Lake Plain is more effective and cost efficient if the Parties work together to coordinate management efforts, share resources and information to improve management practices, and work jointly to secure grant funds and implement common management objectives.

II. RESPONSIBILITIES

A. Cooperative Activities: Each Party may, but is not obligated to, conduct the following restoration, management, and outreach activities, either individually or with one or more other Parties:

1. Mowing, cutting, and/or treating woody invasive plants;
2. Mowing, cutting, pulling, and/or treating herbaceous invasive plants;
3. Conducting surveys, including but not limited to insects, birds, and rare plants;
4. Conducting public outreach efforts (e.g., tours, flyers, work parties);
5. Collecting prairie seed and planting into old field and disturbed areas; and
6. Fire management under the terms of this Agreement

(collectively, the “Activities”).

B. No Obligations: Nothing in this agreement shall be construed as obligating any Party to assist with, or complete, any specific Activity. However, if a Party undertakes any Activity, it will do so in compliance with this Agreement. Any Party may, at any time, elect to withdraw its participation from any Activity, at its sole discretion.

C. General Management: The Parties Agree to the following general management terms and conditions:

1. The Parties may share their personnel and equipment for the performance of any Activity.

2. Each Party shall allow the other Parties to conduct Activities on land within the Lake Plain that the Party owns or has primary management responsibility for, provided all Parties acknowledge that any and all work shall: a) reflect the guidance and approval provided by the Party that owns, or has primary management responsibility for, the property upon which the Activity will occur, and b) follow the management objectives and approach set forth in any management plan applicable to the property upon which the Activity is to occur.
 3. When performing Activities, each Party shall comply with all laws related to rare plant and animal species, and when applicable, use the appropriate avoidance and minimization measures set forth therein. Such laws may include, without limitation:
 - a. Wisconsin: Wisconsin's Broad Incidental Take Permit/Authorization for Grassland and Savanna Management, or species guidance documents, which are available online from the WDNR Natural Heritage Conservation program.
 - b. Illinois: Illinois Endangered Species Protection Act (520 ILCS 10/1, et seq.), Illinois Natural Areas Preservation Act (525 ILCS 30/1, et seq.), and Interagency Wetland Policy Act of 1989 (20 ILCS 830/1-1, et seq.)
- D. Record Keeping. Each Party shall record Activities performed on other Parties' lands within the Lake Plain and report on an annual basis, or on a mutually agreed upon time frame. Records and reports should include at a minimum: site name, location, work date, weather (temperature, precipitation, wind, cloud cover), man-hours, general activity (e.g., woody invasives control, herbaceous invasives control, fire management, seed collecting/sowing), specific activity (e.g., cut/treat, foliar spray, mow), species, pesticide used (type, concentration, total volume of stock), and notes.
- E. Minimum Qualifications: When working on land owned or managed by one Party, other Parties shall comply with the minimum safety requirements established by the owning or managing Party, except that equivalent requirements may be recognized if agreed upon by both Parties. Each Party has, at its discretion, the authority to hold its employees, contractors, and volunteers to a higher standard. In the event that a Party changes its minimum safety requirements, it shall notify the other Parties, which shall then comply with the changed requirements.
- F. Pesticide Use: Minimum safety requirements currently in place for the use of pesticides are as follows:
- WDNR:
1. Volunteers and employees of the Parties may apply non-restricted pesticides without certification provided: 1) at least one person present is a Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) *Certified Applicator* (in a relevant category, "right-of-way and natural area" category preferred), and 2) each volunteer and employee undertaking the application has read and understands the safety material provided by the property owner.
 2. All volunteers and employees of the Parties that are applying *aquatic* pesticides must be a DATCP Certified Applicator, *Aquatic and Mosquito* category.

3. Volunteers and employees of the Parties that are directly supervising or teaching other inexperienced volunteers must have a relevant DATCP pesticide applicator's certification, and ensure proper safety procedures are taking place by anyone applying pesticides.

LCFPD:

1. Volunteers and employees of the Parties may apply non-restricted pesticides without certification provided: 1) at least one person present is an Illinois Department of Agriculture (IDAG)-*Certified Applicator* (in a relevant category, "plant management" category preferred), and 2) each volunteer and employee undertaking the application has read and understands the safety material provided by the property owner.
2. All volunteers and employees of the Parties that are applying *aquatic* pesticides must be an IDAG-Certified Applicator, *Aquatic* category.
3. Volunteers and employees of the Parties that are directly supervising or teaching other inexperienced volunteers must have a relevant IDAG pesticide applicator's certification, and ensure proper safety procedures are taking place by anyone applying pesticides.

Note: Wisconsin and Illinois certification programs are essentially the same, and they do have reciprocal agreements honoring each State's certificates/licenses. Contact the respective programs for details.

- G. Chainsaw Use: Minimum safety requirements currently in place for the use of chainsaws are as follows:

WDNR:

Volunteers and employees of the Parties using chainsaws must have had proper training, and use proper personal protective equipment (PPE), that is approved by, or consistent with, Occupational Safety and Health Administration's (OSHA) standards for commercial logging ([1910.266](#)). Any non-DNR workers using power equipment on WDNR lands must complete Form 2500-120 (Power Equipment Safety Acknowledgement).

On the WDNR lands, the following PPE shall be mandatory while operating a chainsaw:

- Hard hat
- Face Shield Protection (when operating a chipper)
- Eye protection
- Hearing protection
- Cut resistant leg protection (shall meet the OSHA logging standard and shall cover the full length of the leg).
- ASTM or ANSI approved footwear (cut resistant and have a protective toe)
- Hand Protection, such as leather gloves

LCFPD:

Any volunteer using power equipment on LCFPD lands must complete the LCFPD chainsaw training program.

H. Fire Management: Minimum safety requirements currently in place for fire management activities are as follows:

1. *Definitions*. The following terms shall have the following definitions as used in this Section:
 - a. *Assisting Party*: A Party that is not leading the fire activities, and for which the Burn Boss or Incident Commander is not an employee or contractor.
 - b. *Burn Boss*: Person responsible for supervising a Prescribed Burn from ignition through mop-up.
 - c. *Chief-of-Party*: Designated leader of Assisting Party for a particular fire activity.
 - d. *Fire Activity*: A Forest Fire, Prescribed Burn, or other occurrence in which a fire is occurring on land owned or managed by a Party.
 - e. *Forest Fire*: An uncontrolled, wild, or running fires occurring on forest, marsh, field, cutover, or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild, or running fires occurring on forest, marsh, field, cutover or other lands (as defined in section 26.01(2), Wis. Stats.)
 - f. *Incident Commander*: Person determined responsible by the Parties for overall management under this Agreement of a particular Suppression incident. The Incident Commander shall report to the Party having incident jurisdiction, which is a function of the location of the fire. WDNR has jurisdiction in “intensive” and “extensive” areas, and local fire departments/Townships have jurisdiction in the remaining (“cooperative”) areas. The Incident Commander may have one or more deputies assigned from the Lead Party and/or from an Assisting Party.
 - g. *Lead Party*: The Party that is leading the fire activities, and for which the Burn Boss or Incident Commander is an employee or contractor.
 - h. *Prescribed Burn*: The management tool of setting fire to a predetermined area for the purpose of managing or manipulating vegetation to achieve specific management objectives. Prescribed Burns are set, controlled and extinguished according to a Prescribed Burn Plan (as defined below).
 - i. *Project Officer*: Individual for each Party that is responsible for implementation of this Agreement.
 - j. *Suppression*: The action in Forest Fires of the Parties’ personnel and/or volunteers, beginning with initial attack and continuing through control, holding, mop-up, and until the Forest Fire is out.
2. *Personnel & Equipment*. Upon request from another Party, a Party shall consider, in its sole discretion, taking into account factors such as workloads, priorities, and fire danger, whether, as an Assisting Party, to share personnel or equipment with respect to a Fire Activity. Personnel and equipment provided under this Section may be used for, but are not limited to, the following purposes:
 - a. Technical assistance including preparation or review of site or landscape-level fire management plans.
 - b. Pre-burn preparations including vegetation and fuel load sampling, control line construction and maintenance, environmental monitoring, and fuels manipulation.

- c. Burn implementation including project supervision, ignition, holding, fire behavior and weather monitoring, and mop-up.
 - d. Post-burn monitoring and evaluation.
 - e. Fire management training, annual refresher, and annual physical fitness testing.
 - f. Assistance with Forest Fire Suppression.
3. *Prescribed Burn Plans.* For every Prescribed Burn on land within the Lake Plain, a prescribed burn plan (“Burn Plan”) shall:
- a. If the Prescribed Burn will be on land owned or managed by a single Party, be written by the owner or manager of such land.
 - b. If the Prescribed Burn will be on land owned or managed by Multiple Parties, be written by the Lead Party.
 - c. Be provided by the Party preparing the Burn Plan to other Parties that own or manage land(s) that will be included in the Prescribed Burn, at least five (5) business days prior to the Prescribed Burn.
 - d. Be reviewed prior to implementation, and approved in writing by, the Parties that own or manage land(s) that will be included in the burn. Such Parties may include a WRP (as defined below) in the Burn Plan.
 - e. Minimally include the following components:
 - 1. Signature page
 - 2. Sources of emergency assistance
 - 3. Description of the Prescribed Burn unit area, including vegetation type and fuel models by percent of unit, and a narrative description of unit
 - 4. Maps that clearly define the location of the burn unit area, including township, range, and section numbers and coordinates, and fire numbers where applicable.
 - 5. A list of the primary resource objectives for the unit (e.g., “oak savanna restoration”), the intended objectives of the Prescribed Burn (e.g., “top-kill of woody invasive species”), and where appropriate, the acceptable range of results (e.g., “top-killing at least 40% of the prickly ash”)
 - 6. Fuel and weather prescriptions, including:
 - i.* Acceptable flame-length for each relevant fuel model;
 - ii.* A plan for how weather will be monitored prior to and during the Prescribed Burn; and
 - iii.* A narrative description of the desired fire behavior, including prescription parameters, which are necessary to meet the objectives of the Prescribed Burn.
 - 7. A description of smoke management issues which might arise during the Prescribed Burn and how those issues will be mitigated.
 - 8. As possible, a description of potential fire control points of concern, and how these will be mitigated (e.g., a short stretch of control line that has fine fuels beyond and is not accessible by vehicular Prescribed Burn equipment).
 - 9. Crew necessary for safely conducting the Prescribed Burn (number and roles)
 - 10. Equipment necessary for safely conducting the Prescribed Burn
 - 11. A description of day of burn operations, including:

- i. Required pre-burn notifications, including: neighbors as necessary, County Sheriff dispatch for the County in which the Prescribed Burn is taking place, WDNR dispatch (if the Prescribed Burn is in Wisconsin) or IDNR dispatch (if the Prescribed Burn is in Illinois), and others as stated in the Burn Plan.
 - ii. Firebreak preparation;
 - iii. Ignition plan;
 - iv. Holding plan;
 - v. Communications plan; and
 - vi. Mop-up standards.
 - 12. Contingency plan which addresses predicted fire behavior for free-running fire both inside and outside the unit; location, type and likely response time of emergency resources; and secondary control lines
 - 13. Backup source of water
 - 14. Relevant documentation, such as confirmation of required planning, or exemptions and justifications for any Party guidelines
 - 15. Go/No Go Checklist
 - 16. Post-burn activities (e.g., required notifications, post-burn monitoring)
4. *Responsibilities of Lead Party on Prescribed Burns.* The Party owning the land on which the burn is taking place shall designate a Lead Party for each Prescribed Burn, unless that authority has been specifically delegated (e.g., to the Party managing the land). Responsibilities of the Lead Party include:
- a. Providing an employee, volunteer, or contractor to perform as the Prescribed Burn Boss and lead the Prescribed Burn. Any volunteers (being neither employees nor contractors of either Party) shall be deemed to be volunteers of the Lead Party and shall be approved by the Lead Party, regardless of who they are otherwise affiliated with.
 - b. Consulting with local fire district offices for getting necessary permits, licenses, and authorizations (including but not limited to obtaining any necessary governmental burn permits, air quality permits, and other required authorizations) at its own expense, for obtaining access, and for serving as the principal point of contact with third parties. The Lead Party shall also be responsible for obtaining written permission to burn from third party landowners and waivers of liability from third-party landowners.
 - c. Ensuring that all burn crew members have the following required Personal Protective Equipment (PPE) before allowing them to participate in a Prescribed Burn:
 - 1. Goggles, safety glasses, or other appropriate eye protection
 - 2. Leather gloves
 - 3. Nomex shirt and pants or coveralls
 - 4. Safety helmet
 - 5. Leather boots, Minimum 8" high with non-skid lug soles
 - d. Ensuring that all burn crew members working on a Prescribed Burn satisfy the applicable Prescribed Burn standards set forth in Section 7 below.

- e. In the event that the Lead Party becomes aware that anyone has been injured in connection with the Prescribed Burn, and the injury requires medical attention, the Lead Party shall inform the Project Officer for each Assisting Party as soon as practicable.
 - f. In the event that there is a Suppression incident unrelated to a Prescribed Burn, the Party that owns the land becomes the Lead Party, and shall provide and/or coordinate with an Incident Commander to oversee operations, and/or assist with suppression of the fire.
5. *Assisting Party.* The Assisting Party shall help provide personnel and/or equipment for a Prescribed Burn as provided in the Burn Plan, or in connection with Suppression activities.
6. *Incident Response.* In the event that, during a Prescribed Burn, fire escapes causing a Forest Fire, the Burn Boss for the Lead Party shall declare the escape and notify local suppression authorities. Participating Parties may support local fire suppression agencies as requested by such agencies. Land-owning Parties may develop Wildfire Response Plans (WRP) that consider ecologically sensitive areas that are important to biodiversity and provide guidance for Forest Fire Suppression, and include any such WRP with the Burn Plan. The Incident Commander shall follow WRP's to the extent practicable during Suppression of a Forest Fire. However, the local fire chief, and WDNR for Wisconsin, and IDNR for Illinois have the ultimate authority on how the escaped fire will be suppressed.
7. *Qualification Standards.* Requirements currently in place for prescribed burning are as follows:
- A. For Prescribed Burns on land owned by WDNR, or for which WDNR is the Lead Party, all crew members must satisfy the following training requirements. These courses are established by the National Wildfire Coordinating Group (NWCG), whose mission is to provide national leadership to develop, maintain, and communicate interagency standards, guidelines, qualifications, training, and other capabilities that enable interoperable operations among federal and non-federal entities.
 - 1. FFT2–Firefighter (i.e. basic burn crew member) must complete:
 - a. I-100 ICS Orientation – online
 - b. IS-700 NIMS – online
 - c. S-130 Firefighter Training
 - d. S-190 Introduction to Wildland Fire Behavior
 - 2. RXI3–Ignition Specialist 3 (i.e. igniter or line boss) must complete:
 - a. All FFT2-Firefighter trainings
 - b. S-290 Intermediate Fire Behavior
 - c. S-234 Ignition Operations
 - 3. RXB3–Prescribed Burn Boss 3 must complete:
 - a. All training standards for FFT2-Firefighter
 - b. All training standards of RXI3-Ignition Specialist 3

- c. S-390 Intro to Wildland Fire Behavior Calculations
- B. For Prescribed Burns on land owned by LCFPD, or for which LCFPD is the Lead Party, all crew members must satisfy the following training, and/or experience, requirements:
- 1. Burn Crew Member:
 - a. S-130 Firefighter Training
 - b. S-190 Introduction to Wildland Fire Behavior
 - c. Or, in lieu of a-b above, have successfully completed the Midwest Ecological Prescription Burn Crew Member Training
 - 2. Crew Boss :
 - a. All Burn Crew Member trainings above
 - b. S-131 Advanced Firefighter Training
 - c. or, in lieu of b above, has shown proficiency as a Burn Crew member in 15 Prescribed Burns.
 - 3. Prescribed Burn Boss:
 - a. Be a Certified Prescribed Burn Manager as licensed by the State of Illinois
 - b. All training standards for Crew Boss above
 - c. Shown proficiency as a Crew Boss in at least 35 Prescribed Burns

III. LIAISONS/PROJECT OFFICERS

District

Debbie Maurer –Manager of Natural Resources
 Lake County Forest Preserve District
 1899 West Winchester Road
 Libertyville, IL 60048
 (w) 847-968-3285
 (m) 847-276-6943
dmaurer@LCFPD.org

WDNR

Sharon Fandel – Ecologist
 WDNR Natural Heritage Conservation
 3911 Fish Hatchery Rd.
 Fitchburg, WI 53711
 (w) 608-275-3207
 (m) 608-279-4768
Sharon.Fandel@wisconsin.gov

Friends

Ingrid Verhulst - Board Secretary and Land Chair
Chiwaukee Prairie Preservation Fund, Inc.
P.O. Box 1802
Kenosha, WI 53141
262-658-8336.
ingridverhulst@aol.com

Parkside

David A Rogers, PhD
Dept of Biology, UW Parkside
900 Wood Road, P.O. Box 2000
Kenosha, WI 53141
(w) 608-572-0556
rogersd@uwp.edu

Village

Fire & Rescue Chief Doug McElmury
Pleasant Prairie Fire & Rescue Department
8044 88th Avenue
Pleasant Prairie, WI 53158
(w) 262-948-8980
dmclmury@plprairiewi.com

Jean M. Werbie-Harris
Community Development Director
Village Planner and Zoning Administrator
Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
(w) 262-925-6717
jwerbie-harris@plprairiewi.com

Changes in the liaison must be provided through written communication. It is anticipated that the liaisons will interact on a regular basis.

IV. LIABILITY/RESPONSIBILITY

No Party, and no officer, employee, contractor, or volunteer of or for any Party, will be deemed an employee or agent of any other Party. To the extent required by law, each Party will be responsible for providing workers compensation coverage for its employees participating in fire management activities under this Agreement.

Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or

omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

V. PERIOD OF PERFORMANCE

This Agreement shall be effective upon, and renewed by, execution by a minimum of two (2) Parties and shall then commit only those Parties which are signatories. This Agreement shall remain in effect as long as a minimum of two (2) Parties are participating.

This Agreement supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire agreement between the Parties relating to the work set out above.

Any Party shall have the right to withdraw from this Agreement by giving 30 (thirty) days written notice to the other Parties of its intent to terminate. Upon receipt of the termination notice, the Agreement shall remain in effect only with respect to those Parties that have not withdrawn. However, the withdrawing Party shall still be bound by Paragraphs XI and XII in connection with work done, actions taken, and information received while it was a Party to the Agreement.

This Agreement shall be reviewed at least every five (5) years and revised if necessary.

VI. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

VII. WAIVER

Failure or delay on the part of any Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

VIII. AMENDMENT & REVISION

This Agreement may be revised or amended as necessary by a minimum of two (2) Parties and as amended, shall then commit only those Parties which are signatories to the amended Agreement.

IX. FINANCIAL OBLIGATIONS/ TRANSFER OF FUNDS

This Agreement does not obligate any Party to provide financial support of any sort. Each Party will provide for salary or wage costs of its own employees, shall pay its own contractors, and

shall cover the costs of operation and maintenance of its own equipment, and there shall be no exchange of funds for the obligations described herein.

Any transfer of funds between the Parties will be the object of an independent contract, with the inclusion of clauses and other conditions in accordance with the internal procedures of each Party, and will be duly signed by the Parties involved in the transfer. All obligations of WDNR are subject to legislative appropriations.

X. TITLE AND USE OF INTELLECTUAL PROPERTY

- A. INTELLECTUAL PROPERTY. Under the provisions of this Agreement, the Parties may produce documents, reports, studies, photographs, and maps, as well as documents as well as product-specific documents (collectively "Works"). Unless otherwise agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work shall belong to the Party that produces the Works.

If a Work is jointly produced by the Parties, the copyright shall be owned jointly by the Parties.

- B. DISTRIBUTION. No Party may publish or otherwise distribute the Works of another Party without both the previous written consent of the other Party and crediting the other Party in such Works, except as compelled by State Open Records Law.
- C. NAMES AND LOGOS. The names and logos of the Parties are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners.

XI. CONFIDENTIALITY

During the course of the performance of this Agreement, the Parties may have access to materials, data strategies, systems or other information relating to another party and its programs. If the Party that originates the information desires that it be kept confidential and not disclosed to the public or other entities outside this Agreement, then that Party shall request that the information be kept confidential – where applicable and statutorily feasible (Note: Wisconsin Open Records laws do not permit the withholding of information by simply classifying it as “confidential”). Where feasible, the Parties shall work cooperatively to follow State Open Records laws to ensure that such information be properly classified as “confidential”, and thus, not subject to public disclosure. Unless required by law, information classified by the originator as confidential shall not be used, published, or divulged to any individual or corporation, in any manner or for whatever purpose, except through the originating party's express written permission, which may be withheld by the respective party at its sole discretion.

XII. OTHER COOPERATORS

This Agreement does not preclude the Parties from establishing similar agreements and/or contracts with other individuals, corporations, agencies, and public or private organizations. The

Parties recognize the importance of continuing to cooperate and work with others in programs of mutual interest and to be able to, by means of a written document signed by all Parties, invite others to participate in the activities implemented under this Agreement.

XIII. NO JOINT VENTURE

The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. No Party shall refer to or treat the arrangements under this Agreement as a legal partnership or take any action inconsistent with such intention.

XIV. ASSIGNMENT

No Party may assign or transfer its rights and obligations under this Agreement without the prior written consent of the other signatory Parties.

XV. COMPLIANCE WITH LAWS

The Parties will observe all the applicable laws and regulations during the execution of the work implemented under the provisions of this Agreement.

XVI. ENTIRETY

This Agreement, including any attachments and amendments, embodies the entire and complete agreement and understanding between the Parties.

XVII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

XVIII. APPLICABLE LAW

This Agreement shall be interpreted, construed and governed by the laws of Wisconsin and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, the Parties agree that litigation shall be conducted in the State of Wisconsin.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement:

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Cathy Stepp – Secretary, Wisconsin Department of Natural Resources

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____ Date: _____
Alex T. Kovach – Executive Director, Lake County Forest Preserve District

UNIVERSITY OF WISCONSIN - PARKSIDE

By: _____ Date: _____
Bill Streeter – Vice Chancellor, University of Wisconsin - Parkside

VILLAGE OF PLEASANT PRAIRIE

By: _____ Date: _____
Michael Pollocoff – Village Administrator, Village of Pleasant Prairie

THE CHIWAUKEE PRAIRIE PRESERVATION FUND

By: _____ Date: _____
Ingrid Verhulst - Board Secretary and Land Chair

Revised 4/27/16

DOCUMENT NO.

**ASSIGNMENT OF RIGHTS AND
OBLIGATIONS UNDER THE AGREEMENT
REGARDING DIGITAL SECURITY IMAGING
SYSTEM**

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Lynn A. Ludke
Godfrey & Kahn, S.C.
833 E. Michigan, Suite 1800
Milwaukee, WI 53202

91-4-122-082-0211

91-4-122-082-0212

91-4-122-082-0213

91-4-122-082-0214

Parcel Identification Number

**ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT
REGARDING DIGITAL SECURITY IMAGING SYSTEM**

THIS ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM (this "Assignment") is dated the ____ day of April, 2016, by Water Street Land, LLC ("Assignor").

RECITALS

A. Assignor is a party to that certain Agreement Regarding Digital Security Imaging System ("DSIS") between the Village of Pleasant Prairie, Water Street Land, LLC, and GMRI, Inc., as amended by that certain First Amendment to Agreement Regarding Digital Security Imaging System ("DSIS") ("First Amendment") between the Village of Pleasant Prairie, Assignor and GMRI, Inc. (collectively, "DSIS Agreement") regarding the property described on **Exhibit A** attached hereto.

B. Prairie Ridge West Owner's Association, Inc. ("Association") is the owner's association established pursuant to Section 1.9 of the Declaration of Covenants and Restrictions for Prairie Ridge West Commercial Development dated March 12, 2013 and recorded March 15, 2013, with the Kenosha County Register of Deeds as Document No. 1697233, as amended by that certain First Amendment to Declaration dated July 22, 2013 and recorded July 23, 2013 with the Kenosha County Register of Deeds as Document No. 1707816 ("Declaration").

C. Section 2 of the First Amendment allows Assignor assign its obligations and rights under the DSIS Agreement ("Installation Obligations") to the Association after complying with its obligations to install certain portions of the Security System and Control Panel (as described in the Declaration). Upon such assignment, Developer will be released of all liability under this DSIS Agreement.

D. Assignor has completed its obligations to install certain portions of the Security System and Control Panel.

E. Assignor wishes to assign its obligations and rights under the DSIS Agreement to the Association.

AGREEMENTS

NOW, THEREFORE, in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

(a) Assignment and Assumption. Assignor hereby sells, assigns, transfers and conveys to the Association all of Assignor's rights and obligations under DSIS Agreement.

(b) Release of Liability. Pursuant to the terms of the DSIS Agreement, Assignor is released from all liability under the DSIS Agreement.

(c) Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

(d) Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

WATER STREET LAND, LLC

By: _____
Gary S. Kautzer, Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of April, 2016, the above-named Gary S. Kautzer, to me known to be the Vice President of Water Street Land, LLC, a Wisconsin limited liability company, and to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

The Village of Pleasant Prairie hereby confirms that Assignor has complied with all of its obligations to install certain portions of the Security System and Control Panels as required under the DSIS Agreement.

Dated this ____ day of _____, 2016.

VILLAGE OF PLEASANT PRAIRIE

By: _____
John P. Steinbrink, Village President

Attest: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2016, the above-named John P. Steinbrink and _____, to me known to be the Village President and _____, respectively, of the Village of Pleasant Prairie, and to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

EXHIBIT A

The Property

Certified Survey Map No. 2726, being a redivision of Lot 1 of Certified Survey Map No. 2666 in the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

13118494.2

AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM
("DSIS")
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE,
WATER STREET LAND, LLC AND GMRI, INC.

THIS AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM ("DSIS") (hereinafter referred to as the "Agreement"), is entered into this 23rd day of March, 2010, by and between the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin Municipal Corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (the "Village"), WATER STREET LAND LLC, a Wisconsin Limited Liability Company with a business address of 770 N. Water Street, Milwaukee, WI 53202 (the "Developer") and GMRI, INC., a Florida corporation, with offices located at 1000 Darden Center Drive, Orlando, Florida 32837 ("GMRI"). Developer and GMRI are each sometimes referred to herein as an "Owner" and, collectively, as the "Owners."

WITNESSETH:

WHEREAS, the Developer is the owner of the real estate commonly known as Lot 1 of Certified Survey Map (CSM) # 2666, attached hereto as **Exhibit A**, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin as Document No. 1613581, being a part of the Northwest One-Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin ("Lot 1"); and

WHEREAS, as of the date of this Agreement, the Developer has conveyed certain property located adjacent to Lot 1 to GMRI, which property is known as Lot 2 of the aforementioned Certified Survey Map (CSM) # 2666 ("Lot 2"; Lot 1 and Lot 2 may each be referred to individually as a "Lot" and, collectively, as the "Lots");

WHEREAS, the Developer and GMRI desire to proceed with the development of Lots 1 and 2 as a Prairie Ridge Commercial Site (Lot 1 and Lot 2 being collectively referred to herein as the "Commercial Site"), consisting of commercial retail space in two (2) or more development sites; and

WHEREAS, the Commercial Site is presently zoned B-2, Community Business District with a Planned Unit Development Overlay District (PUD), which zoning classifications allow for the development of commercial retail space in accordance with the Village Zoning Ordinance; and

WHEREAS, the Village Board approved Ordinance #00-43 to create a Signage Planned Unit Development (PUD) on May 15, 2000 for the Commercial Site; and

WHEREAS, the Village Plan Commission conditionally approved the Final Site and Operational Plans for the proposed 7,441 square foot Olive Garden restaurant on Lot 2, on October 26, 2009; and

WHEREAS, the Village has asserted and GMRI and the Developer have agreed that further development on the Commercial Site will require additional security provisions pursuant to Village regulations in order to maintain a safe and enjoyable experience for retail customers; and

WHEREAS, the Commercial Site is subject to Village Municipal Code Chapter 410 entitled, "Security Ordinance" (adopted on November 7, 2005 as Ordinance #05-51) which requires the implementation and use of a DSIS that monitors the exterior public spaces of commercial retail establishments and retail developments in the Prairie Ridge Development in the Village; and

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

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

WHEREAS, the Developer, GMRI and the Village Community Development Department have reached an agreement under Section 410-7 that the Developer and GMRI shall install the DSIS in accordance with their respective obligations under this Agreement, and following the installation and inspection of the DSIS, the Developer and GMRI have subsequently agreed to dedicate the DSIS to the Village and the Village has agreed to accept such dedication, all in accordance with and subject to the conditions set forth in this Agreement; and

WHEREAS, the Developer and GMRI recognize that the Village will

incur costs with regard to charges, insurance costs; maintenance and repair of the security equipment and program, depreciation and replacement costs and administrative processing charges described in Paragraph 1 of this Agreement, and, therefore, the Developer and GMRI agree to reimburse the Village for certain costs related to the DSIS program as further described in Paragraph 1 of this Agreement; and

WHEREAS, the Village, the Developer and GMRI hereby acknowledge and agree that GMRI intends to develop Lot 2 prior to Developer's development of Lot 1, and accordingly, the Village has agreed to allow the phased installation of the DSIS on the Commercial Site in accordance with the terms and conditions of this Agreement.

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

1. Video Surveillance and Easement Requirements. As a pre-condition to the Village granting any verbal or written building permits or approvals required by the Owners for the development of the Commercial Site, the Owners have agreed to install and maintain the DSIS for security surveillance purposes in accordance with the following provisions.

A. Obligations Related to Initial Development of Lot 2. In connection with GMRI's initial construction on Lot 2, GMRI shall be obligated to, at its sole expense, (i) install two (2) light pole standards for mounting of security cameras, in accordance with the Final Site and Operational Plans of GMRI for Lot 2 (Sheet No. E1.1), and (ii) install conduit running from each of said light pole standards to a junction box installed on Lot 2, in accordance with the Final Site and Operational Plans of GMRI for Lot 2 (Sheet No. E1.1).

B. Obligations Related to Future Development of Lot 1.

(i) Request for Proposal. On or before the date that the Developer makes application to the Village for building permits to develop Lot 1, Developer shall cause a consultant to prepare a Request for Proposal/Scope of Work for the DSIS system to be installed on the Commercial Site (the "Request for Proposal"). Upon receipt of the Request for Proposal, the Developer shall submit such Request for Proposal to GMRI and the Village for approval. GMRI and the Village shall each use its commercially reasonable efforts to either approve or provide comments to the Request for Proposal within thirty (30) days after receipt of same. In the event that either GMRI or the Village provide comments to the Request for Proposal, then the other two parties shall

have the right to review and approve such comments. GMRI, the Developer and the Village agree to cooperate in good faith to agree upon the Request for Proposal within forty-five (45) days after the Developer's initial submittal thereof. In the event that GMRI and the Developer are unable to agree upon the Request for Proposal within such 45-day period, then GMRI and the Developer shall each engage an independent consultant familiar with DSIS systems to review the latest version of the Request for Proposal and come to agreement upon a Request for Proposal for the Commercial Site. If the independent consultants are unable to agree upon a Request for Proposal within fifteen (15) days after being engaged by the parties, then the independent consultants shall agree upon a third independent consultant to review the latest version of the proposed Request for Proposal and the decision of such third independent consultant shall be binding upon GMRI and the Developer. The third party independent consultant shall render a decision within fifteen (15) days after being engaged. Each Owner shall pay for the cost of the consultant engagement by such Owner and, if hired, the Owners shall each pay fifty percent (50%) of the cost of the third independent consultant. Once a Request for Proposal is agreed upon by the Owners, the Developer shall re-submit the Request for Proposal to the Village for its approval (the "Owner Approved RFP"). In the event that the Village does not approve the Owner Approved RFP, then the Owners shall use good faith efforts to agree upon modifications to the Owner Approved RFP to cause it to be acceptable to the Village. The Village hereby agrees that it shall not unreasonably withhold approval of the Request for Proposal or the Owner Approved RFP provided that it meets the standards of the Ordinance or is consistent with other requests for proposals which have been approved by the Village for other commercial developments within the Prairie Ridge Development of the Village. In the event that the Village, GMRI and the Developer cannot agree upon a Request for Proposal within one hundred twenty (120) days after the Developer's initial submittal, then the Village shall have the right to require the Developer and GMRI to comply with the terms of the Ordinance. In such event, this Agreement shall be null and void and the parties hereto agree to execute a reasonable document in recordable form to evidence the termination of this Agreement. In the event that GMRI, the Developer and the Village agree upon the Request for Proposal or the Owner Approved RFP, then such approved Request for Proposal shall be referred to herein as the "Approved RFP."

(ii) Selection of Contractor. Within ten (10) days following agreement upon the Approved RFP, the Developer shall put the Approved RFP out to bid to at least three (3) contractors that have been pre-qualified by the Village. Upon the Developer's receipt of such bids, the Developer shall forward a copy of each bid to GMRI together with written notice from Developer which bid Developer desires to accept. GMRI shall

have a period of thirty (30) days to review such bids and to either approve the Developer's selection of the winning contractor or to provide the Developer with written notice of GMRI's selection for the winning contractor. In the event that GMRI and the Developer disagree as to the winning contractor, then the Developer and GMRI agree to use good faith efforts to agree upon a contractor. In the event that GMRI and the Developer are not able to agree upon the winning contractor within twenty (20) days after GMRI's notice to the Developer, then the lowest bidder shall be the winning contractor. The contractor selected by the Developer and GMRI through the foregoing process shall be referred to herein as the "Contractor." All such bids, and the Contractor to be used, shall be subject to the prior written approval of the Village, which approval shall not be unreasonably withheld; provided with respect to the Village's approval of such Contractor, the Contractor shall meet the requirements of the Village's contractor pre-qualification ordinance, as same may be amended from time to time.

(iii) Installation and Dedication. Following selection and approval of the Contractor, the Developer shall install the DSIS during its development of Lot 1. During the installation of the DSIS as provided herein, the Village shall inspect the DSIS at the Developer's expense (and GMRI agrees to reimburse Developer for its Prorata Share [as defined in Section 2.B.iv. below] of such cost within thirty [30] days after receipt of invoice and supporting documentation) and, after the installation is complete, if it meets with the approval of the Village, the Village shall notify the Owner and the Owners shall dedicate the DSIS (or portion thereof located on such Owner's property) to the Village, at no cost to the Village. Any work performed by the Developer on Lot 2 shall be done in such a manner so as to not unreasonably interfere with the business being conducted by GMRI thereon. The Developer shall coordinate such installation with GMRI and shall provide at least fifteen (15) days prior written notice of the date that the Developer intends to install any portion of the DSIS on Lot 2. If possible, Developer agrees to install the portion of the DSIS on Lot 2 during hours when GMRI is not open for business or, alternatively, during off-peak hours (i.e. not during lunch or dinner). The Developer agrees to sign and deliver to the Village any and all documents, including but not limited to full system As-Built Drawings, DSIS installation and warranty information, copies of paid invoices for the work performed, and contractor lien waivers that are reasonably requested by the Village to confirm and facilitate such dedication of the DSIS to the Village, free of all liens and encumbrances. The DSIS shall be installed with at least a one (1) year warranty and, upon the dedication of the DSIS to the Village, the Owners shall assign all of their rights under such warranty to the Village, signing any documents the Village determines are reasonably necessary or appropriate to reflect the assignment of such warranty rights (which

documents shall be subject to the Developer's and GMRI's reasonable approval).

(iv) Cost of Installation. The Developer shall be responsible for payment of the initial cost for the purchase and installation of the DSIS, except for GMRI's costs under section 1.A. (the "Total Project Cost"). Upon the Village's acceptance of the DSIS as set forth in subparagraph (iii) above, GMRI shall be obligated to pay to the Developer GMRI's Prorata Share (as hereinafter defined) of the Total Project Cost (excluding the cost of light poles and any conduit installed on Lot 1). Each Owner's "Prorata Share" shall be determined by dividing the number of cameras installed on such Owner's Lot by the total number of cameras serviced by the installed as part of the DSIS serving the Commercial Site.

(v) Alterations. In the event any of the Owners or future Owners build new buildings, alter buildings, add on to any buildings or otherwise change or increase the development on their respective Lot or add any additional access points to a public right-of-way, such Owner shall be responsible for installing, at the Owner's sole expense, and dedicating to the Village, such additional cameras and other exterior DSIS as the Village determines are necessary and appropriate to carry out the purposes of this Agreement. The initial DSIS system installed in accordance with this Agreement and any future additions to such system as exterior building alterations or changes within the development or new or additional development takes place on any of the Lots or additional access points to a public right-of-way are added on any Lot, shall all be referred to as the "DSIS" for purposes of this Agreement.

(vi) Future Improvements by Village. The Village shall have the right, but not the obligation, to construct and install, reasonable improvements upon each Lot related to any repair or replacement of the DSIS; provided, however, the plans for any such construction and installation shall be subject to such Lot Owner's approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, in the event that the Village is replacing any portion of the DSIS and such replacement is substantially similar to the portion of the DSIS initially installed on such Lot, then the Village shall have the right to make such replacement without the Lot Owner's Approval, subject to compliance with the remaining terms of this Agreement and the Access Easement (referenced in Section 2.C.vii. below).

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

(i) The DSIS as described in the Approved RFP will adequately cover the Commercial Site as the Village deems necessary. If any changes are made to any portion of the Commercial Site, the determination as the number and type of cameras which are necessary for the Village's surveillance needs shall rest within the discretion of the Village.

(ii) All parties acknowledge it is the intent of the parties that the DSIS camera equipment will be located on either the rooftops of the commercial retail buildings and attached via non-penetrating rooftop mounts, or upon parking lot light poles and light standards, with any DSIS equipment added after the initial installation of the DSIS pursuant to Paragraph 1(B)(iii) above to be determined in the sole discretion of the Village. If the DSIS camera equipment is to be mounted on poles, the light poles must have an EPA value greater than the hardware attached and meet the specific wind load criteria for the region (estimated at 80 mph). The light poles must have an isolated raceway for the low voltage wiring. The Village will utilize its best efforts to ensure that the DSIS is as aesthetically tasteful and architecturally harmonious as reasonably possible. Without limiting the discretion of the Village under this Paragraph, the parties agree that any cameras and systems which are consistent with those contained in the Approved RFP will be aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

(iii) The DSIS will function as set forth in the Approved RFP and as deemed necessary by the Village, which may or may not be continuously, whether the businesses are open or closed and shall provide visible surveillance to areas described in the Approved RFP during hours of daylight and darkness.

(iv) The Developer agrees to provide a security room in the building to be constructed on Lot 1 measuring approximately eight (8) feet by eight (8) feet, in a location to be agreed upon as part of the approval of the Request for Proposal that will be accessible for the exclusive use by the Village and security consultants and inspectors engaged by the Village. In the event that the security room on Lot 1 is used to house any other equipment unrelated to the DSIS, then the DSIS hardware and software shall be separately secured within such security room. Each Owner shall provide a business broadband internet connection consisting of at least 5MB to upload speed to serve the DSIS along with any and all necessary network switch equipment to enable the signal to reach its final viewing destination.

(v) The Developer and GMRI agree to be responsible for all financial costs associated with the monthly billings for the utilities, electricity and high speed internet business connection for the DSIS equipment by making payments directly to the utility and

communication companies. The Developer and GMRI shall use reasonable efforts to cause separate invoices for such costs to be sent to each Owner. In the event that Developer and GMRI are unable to cause such costs to be separately invoiced, then Developer shall submit such invoices to GMRI and GMRI shall reimburse the Developer for GMRI's Prorata Share of such costs within thirty (30) days after receipt of same. The Developer shall also be responsible for the monthly billings for heat and electricity and routine maintenance and upkeep of the security room which houses the DSIS equipment.

(vi) At the discretion and sole control of the Village, digital video recorded by such system shall be archived in the security room for a period of not less than two (2) weeks and shall be available to the Village for public safety purposes directly through Internet Protocol (IP) transmission via the Village's area-wide data network and shall also provide a "real time", "live look" surveillance capability via that same network.

(vii) The Owners shall grant permanent easements to the Village allowing access and maintenance rights to all such systems, equipment, devices and areas associated with the DSIS. At the time of the execution of this Agreement by the Owners, the Owners shall also execute the recordable Access Easement document(s) attached hereto as **Exhibit B** (with respect to Developer) and **Exhibit B-1** (with respect to GMRI) and incorporated herein by reference.

D. Costs for the Video Surveillance System.

(i) Following the dedication by the Owners and acceptance by the Village, the Village shall have exclusive ownership and sole responsibility for the installation, operation, monitoring and maintenance of the DSIS. The Village covenants to operate and maintain the DSIS in good condition and repair. In addition to the costs being paid by the Owners directly to the utility and communication companies and the Total Project Cost, the Owners shall pay to the Village certain costs related to the Village's inspection, equipment maintenance, repairs, insurance, and replacement and upgrading of the DSIS (provided, however, there shall be no upgrading of the DSIS more frequently than every five (5) years and such upgrading shall be only for a reasonably comparable replacement of any equipment then being used in the DSIS). The Owners shall pay the associated with the operation of the DSIS, as described in Paragraphs 1(D)(ii) and 1(D)(iii) below.

(ii) Commencing upon the dedication of the DSIS to the Village, the Owners shall pay to the Village on an annual basis a sum equal to one percent (1%) of the Total Project Cost, representing an administrative fee (the "Administrative Fee"), and a sum equal to twelve

percent (12%) of the Total Project Cost, which sum represents reserves for the estimated future cost of inspection, maintenance, repairs and replacements of the DSIS to be performed by the Village (the "Reserve Amount"). Each Owner shall be obligated to pay its Prorata Share of the foregoing costs. The first payment of the Administrative Fee and the Reserve Amount shall be made simultaneously with the dedication of the DSIS to the Village and thereafter such payments shall be made on an annual basis within thirty (30) days after receipt of an invoice setting forth the amounts due delivered to such Owner pursuant to the subparagraph (iii) below.

(iii) The Owners shall also be obligated to pay for the actual costs of inspection, maintenance and repairs incurred by the Village (the "Routine Maintenance Costs"). The Village has established a Security Utility District responsible for performing such ongoing inspection, maintenance and repairs, and commencing on the first January 1 to occur at least twelve (12) months after the date the Owners dedicate the DSIS to the Village, the Owners will be billed from said Security Utility District on an annual basis for the Routine Maintenance Costs incurred by the Security Utility District during the preceding 12-month period. In accordance with the Wisconsin Statutes Section 66.0809, any amounts assessed which are not paid when due are subject to a 18% penalty and may be levied as a tax against the lot or real estate to which the service was furnished and for which payment is delinquent. Each Owner shall be obligated to pay its Prorata Share of the Routine Maintenance Costs.

(iv) The Village shall account separately for all funds collected hereunder and expenses accrued in a separate interest bearing general ledger account. The Administrative Fee and the Reserve Amount are subject to annual reviews by the Village and may be adjusted upon a showing that the Village's actual administrative costs and/or estimated replacement costs are more than or less than (as the case may be) the then-current fees paid by the Owners.

(v) Increase in Total Project Cost. In the event any Owner changes or increases the development on their Lot such that additional DSIS equipment and systems are installed as provided in Paragraph 1. above of this Agreement, the total cost for such additional DSIS equipment and systems shall be added to the "Total Project Cost" for purposes of determining the annual maintenance fee payable by such Owner only (i.e. the maintenance fee payable by the Owner of the other Lot shall be based upon the initial Total Project Cost so long as it does not make any such alterations) in accordance with Paragraph 1(B)(v) above.

E. Termination. The Village may terminate the DSIS at any time by written notice given to the Owners. Furthermore, the DSIS shall

be deemed terminated in the event no part of the DSIS is operable or used for more than three hundred sixty (360) consecutive days. In the event no part of the DSIS is operable or used for a period of greater than one hundred eighty (180) days but less than three hundred sixty (360), the Village shall have the DSIS substantially operable for no less than three hundred sixty (360) consecutive days thereafter or it shall be deemed terminated. Upon any of the above referenced terminations, the Village shall promptly remove its DSIS equipment from the Owners' Lots and repair any damage caused to the Owners' Lots by such removal, and the easement attached hereto as shall be immediately released by the Village in a form satisfactory to the Owners and this Agreement shall terminate. In such event, the Village shall reimburse the Owners for any costs paid pursuant to Paragraph 1(D)(ii) which are being held in the Village's account after the payment of all costs and expenses chargeable to such account. Each Owner shall receive its Prorata Share of such funds.

2. Miscellaneous.

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

b. Attorneys Fees and Interest. If any party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Agreement and the complaining party places the enforcement of all or any part of this Agreement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its reasonable and actual attorneys' fees and costs incurred thereby, whether or not suit is actually filed. Any sums not paid when due, including without limitation any maintenance fee, shall, in addition to all other amounts owed under this Agreement or applicable law, accrue interest from the due date until paid at eighteen percent (18%) per annum.

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

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

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

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

If to GMRI:

GMRI, Inc.
c/o Darden Restaurants, Inc.
Attn: Property Law Administration
1000 Darden Center Drive
Orlando, FL 32837

With a copy to:

Darden SW LLC
c/o Darden Restaurants, Inc.
Attn: General Counsel
1000 Darden Center Drive
Orlando, FL 32837

If to the Developer:

Water Street Land, LLC
c/o M & I Bank

Attn: Gregory J. Walsh
770 N. Water Street
Milwaukee, WI 53202

With a copy to:

von BRIESEN & ROPER, s.c.
Attn: William E. Taibl, Esq.
411 E. Wisconsin Avenue, Suite 700
Milwaukee, Wisconsin 53202

If to the Village:

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

And to the Village:

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

g. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing and signed on behalf of the Village and the Owners of the Lots.

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

i. Insurance. Any contractor coming onto any Owner's Lot on behalf of the Village or on behalf of any Owner shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/One Million Dollars (\$1,000,000) general aggregate (but not

less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Village shall carry similar amounts and types of insurance when it enters onto any Owner's Lot, provided, such insurance may be provided through the municipal insurance plan of the Village. Such insurance shall name the Village and the other Owner as an additional insured.

j. Liens. Notwithstanding anything to the contrary contained herein, each party hereto shall pay promptly all persons furnishing labor or materials with respect to any work performed by such party or its contractors (the "Performing Party") on or about any Owner's Lot. If any mechanic's or other liens shall at any time be filed against any Owner's Lot by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to the Performing Party, the Performing Party shall forthwith cause the same to be discharged of record or bonded. If the Performing Party shall fail to cause such lien to be so discharged or bonded within thirty (30) days after being notified of the filing thereof, then, in addition to any other right or remedy of the Owner, the Owner may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by the Owner, including reasonable attorneys' fees incurred by the Owner either in defending against such lien or in procuring the bonding or discharge of such lien, shall be due and payable by the Performing Party.

k. Restoration. The Village shall restore any property of either Owner damaged by the Village, its employees, contractors or agents to its condition before any such damage occurred; provided, however, that any restoration required in connection with routine maintenance (e.g. re-paving after required maintenance of a portion of the DSIS) will be billed as part of the Routine Maintenance Costs. The Developer shall restore any property of GMRI damaged by the Developer, its employees, contractors or agents during the installation of the DSIS to its condition before any such damage occurred.

l. Signing of Documents. Each party shall sign and deliver any documents which this Agreement requires such party to sign, no later than thirty (30) days following written request by another party.

m. Default; Right to Cure. If any party alleges that any other party to this Agreement has defaulted under any term or provision of this Agreement, then party shall provide written notice to the

defaulting party of the alleged default and the defaulting party shall have 30 days following such notice in which to cure said condition. If such condition is cured within said 30 days, no default shall be deemed to have occurred. In the event that the defaulting party is an Owner and such defaulting Owner shall fail to cure any such default within thirty (30) days after receipt of written notice of such default, then the non-defaulting Owner shall have in addition to all other rights and remedies available in law or in equity, the right to exercise self-help. In such event, the defaulting Owner shall reimburse the non-defaulting Owner for all reasonable and actual sums spent to cure such default upon demand after receipt of invoice and reasonable supporting documentation.

n. Indemnity. Each Owner (the "Indemnitor") shall indemnify, defend, protect and hold the other Owner (the "Indemnatee") harmless for, from and against any and all claims, liabilities, losses, costs, expenses (including, without limitation, reasonable and actual attorneys' fees) arising out of or related to injury to or death of any person or damage to or destruction of any property occurring on the Indemnatee's Lot and arising out of or resulting from any activities performed by or at the request of the Indemnitor, its agents, employees or contractors, unless such damage or destruction is caused solely by the negligent or willful act or omission of the Indemnatee.

o. Counterparts. This Agreement may be signed in separate counterparts and all such counterparts shall constitute one agreement binding upon the parties.

Signatures to Agreement Appear on Next Page

IN WITNESS WHEREOF, the Developer, GMRI and the Village have caused this Agreement to be executed on this 23rd day of March, 2010.

VILLAGE:

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:

By: *John P. Steinbrink*
Name: John P. Steinbrink,
Title: Village President

ATTEST:

Vesna Savic
Name: ~~Jane M. Romanowski~~ *VESNA SAVIC*
Title: Village Clerk
Deputy

DEVELOPER:

WATER STREET LAND, LLC

By: _____

Name: _____

Title: _____

GMRI:

GMRI, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Developer, GMRI and the Village have caused this Agreement to be executed ~~on this~~ 23rd day of March, 2010.
 as of the

VILLAGE:

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:

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

ATTEST:

Name: Jane M. Romanowski
Title: Village Clerk

DEVELOPER:

WATER STREET LAND, LLC

By: William O. Zador
Name: William O. Zador
Title: SUP

GMRI:

GMRI, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Developer, GMRI and the Village have caused this Agreement to be executed on this 23rd day of March, 2010.

VILLAGE:

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:

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

ATTEST:

Name: Jane M. Romanowski
Title: Village Clerk

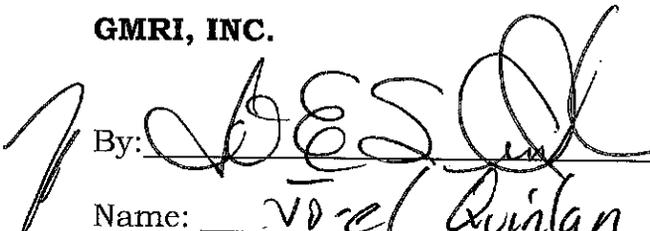
DEVELOPER:

WATER STREET LAND, LLC

By: _____
Name: _____
Title: _____

GMRI:

GMRI, INC.

By:  _____
Name: Virel Quinlan
Title: SVP

This document prepared by:

Atty. Timothy J. Geraghty
Godin Geraghty and Puntillo
6301 Green Bay Road
Kenosha, WI 53142

And

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

EXHIBIT A

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

COPY OF CERTIFIED SURVEY MAP NO. 2166

[attached hereto]

Doc # 1613581

CERTIFIED SURVEY MAP NO. 26060



LAND INFORMATION SERVICES, INC.
ENGINEERS, SURVEYORS & CONSULTANTS

16412 NORTH BAEHR ROAD
MEQUON, WI 53092
T 262.512.9000 F 262.512.9001
www.lisinc.com

LIS DWC. NO. S10020RDCSM
DRAWN BY: M.A.B.
DATE: 02/25/10

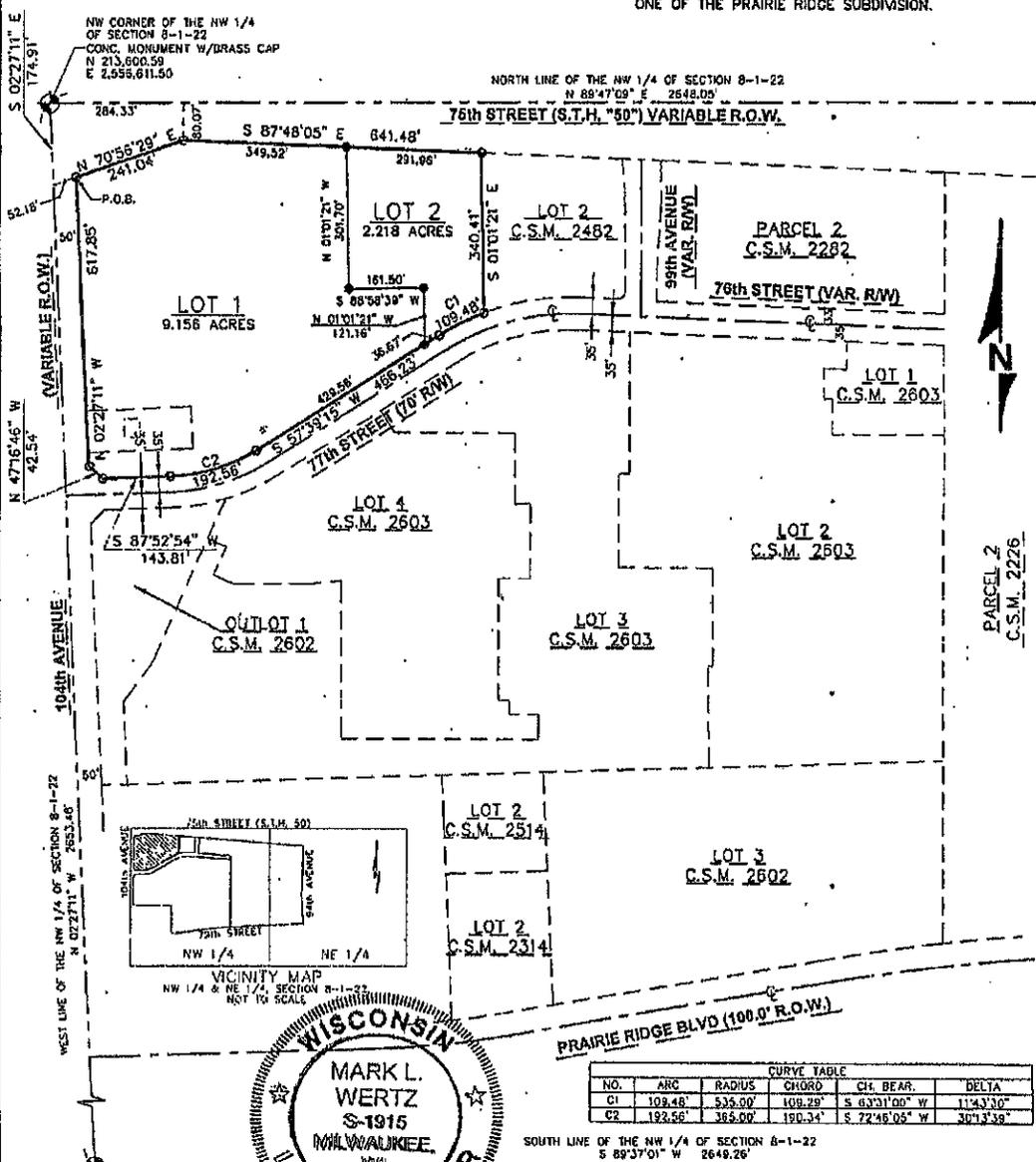
BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2482 LOCATED IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

INDICATES FOUND 1" IRON PIPE
○ INDICATES SET 1" IRON PIPE, 30 INCHES IN LENGTH, WEIGHING 1.13 LBS PER LINEAL FOOT

ALL DIMENSIONS SHOWN ARE TO THE NEAREST ONE HUNDREDTH OF A FOOT.

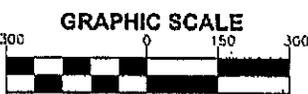
ALL BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE, AND ALL BEARINGS ARE REFERENCED TO GRID NORTH.

NOTE: THIS CERTIFIED SURVEY MAP IS SUBJECT TO THE DEDICATIONS AND RESTRICTIVE COVENANTS RUNNING WITH THE LAND WHICH ARE DESCRIBED ON THE FINAL PLAT, PHASE ONE OF THE PRAIRIE RIDGE SUBDIVISION.



CURVE TABLE					
NO.	ARC	RADIUS	CHORD	CH. BEAR.	DELTA
C1	109.48'	535.00'	108.29'	S 63°31'00" W	114°3'30"
C2	192.56'	365.00'	190.34'	S 72°46'05" W	307°3'30"

SOUTH LINE OF THE NW 1/4 OF SECTION 8-1-22
S 89°37'01" W 2649.26'



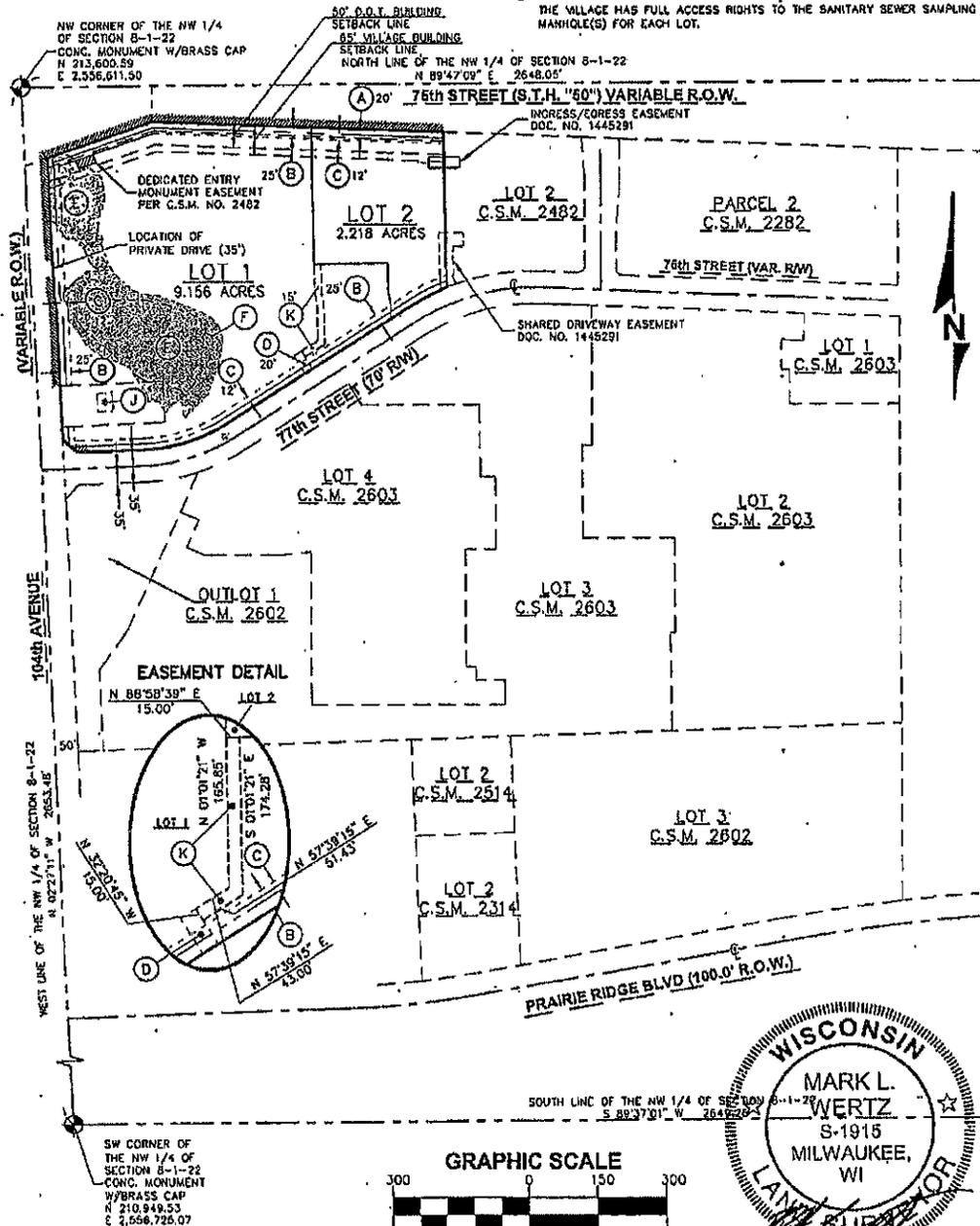
Doc # 110/3581

CERTIFIED SURVEY MAP NO. 2482

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2482 LOCATED IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

EASEMENTS, SETBACK LINES & NOTES

- (A) DEDICATED PUBLIC WATER MAIN, ACCESS AND MAINTENANCE EASEMENT
 - (B) DEDICATED PLANTING AND LANDSCAPE EASEMENT AND RESTRICTED PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA, EXCEPT AS OTHERWISE AGREED TO BY THE VILLAGE OF PLEASANT PRAIRIE (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND.)
 - (C) DEDICATED UTILITY EASEMENT AREAS GRANTED TO WISCONSIN ELECTRIC POWER COMPANY, AMERITECH, AND TIME WARNER CABLE.
 - (D) DEDICATED PUBLIC STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT
 - (E) DEDICATED WETLAND CONSERVANCY AREA EASEMENT AND RESTRICTED WETLAND CONSERVANCY AREA (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND).
 - (F) DEDICATED STORMWATER DETENTION EASEMENT AND RESTRICTED STORMWATER DETENTION AREA (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND).
 - (G) V.T.E. = DEDICATED VISION TRIANGLE EASEMENT (MEASURED ALONG R.O.W.)
 - (H) DEDICATED ENTRY MONUMENT EASEMENT
 - (J) THE EXISTING SINGLE FAMILY DWELLING LOCATED ON LOT 1 SHALL BE RELOCATED OR RAZED PRIOR TO THE DEVELOPMENT OF LOT 1.
 - (K) DEDICATED PUBLIC AND PRIVATE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT. SEE DETAIL.
- INDICATES NO DIRECT ACCESS PERMITTED TO ADJACENT ROADWAYS PURSUANT TO VILLAGE AND D.O.T. REQUIREMENTS.
- THE VILLAGE HAS FULL ACCESS RIGHTS TO THE SANITARY SEWER SAMPLING MANHOLE(S) FOR EACH LOT.



THIS INSTRUMENT WAS DRAFTED BY MARK L. WERTZ, S-1915

SHEET 2 OF 5

Doc# 1013581

CERTIFIED SURVEY MAP NO. 2482

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2482 LOCATED IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATED PUBLIC AND PRIVATE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT

Nonexclusive easement coextensive with the area shown as a 15' Dedicated Private and Public Storm Water Management, Access and Maintenance Easement on Lot 1 of this CSM are hereby dedicated, given, granted and conveyed by the Divider to the Owner(s) of Lot 2 and the Village of Pleasant Prairie ("the Village") for storm water management purposes, private and public drainageways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These storm water management easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of the Lot 1 on which such easement is located as will not interfere with the improvements, uses and purposes of the Village and the Owner of Lot 2 as it related to the easement; and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement areas as may be approved by the Village. In the event of any conflict between the rights of the Divider, the rights of the Village and the rights of Lot 2 Owner(s) or other entities with respect to the Dedicated Private and Public Storm Water Management, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owner(s) of Lot 2 shall be responsible for all costs associated with the construction and maintenance of public and private storm water management and drainage improvements contained within the exclusive easement until such time as the referenced Lot 2 is transferred in ownership and such maintenance responsibility is transferred to the new Lot 2 Owner(s).

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

This grant is further subject to the condition that the Owner(s) of Lot 2 shall, at the sole cost and expense of the Owner(s) of Lot 2, reconstruct and repair the storm water management system improvements as deemed necessary by the Village. Upon completion of any such re-construction or repair to the storm water management system improvements, the Owner(s) of Lot 2 will restore the easement areas to its prior grade and condition including any restoration such as and without limitation, the replacement of pavement, concrete curbs and gutters, sidewalks, signage, landscaping or landscaped islands or any other improvements resulting from such re-construction and repair.

The Owner(s) of Lot 2, for itself and for its successors and assigns, does hereby covenant with the Divider, its successors and assigns forever, that they are lawfully seized and possessed of the Property, and that they have good and lawful right to convey it or any part thereof, and this it is free from all encumbrances.

SURVEYOR'S CERTIFICATE

I, MARK L. WERTZ, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

Being a redivision of Lot 1 of Certified Survey Map No. 2482 located in the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section; thence S 02°27'11" E along the West line of the Northwest 1/4 of said Section, 174.91 feet; thence N 70°56'29" E, 52.18 feet to a point on the East right of way line of 104th Avenue and the point of beginning; thence continuing N 70°56'29" E, 241.04 feet to a point on the South right of way line of 75th Street (S.T.H. 50); thence S 87°48'05" E along the South line of said right of way, 641.48 feet; thence S 01°01'21" E, 340.41 feet to a point on the North right of way line of 77th Street; thence Southwesterly 109.48 feet along the arc of a curve whose center lies to the Southeast, whose radius is 535.00 feet and whose chord bears S 63°31'00" W, 109.29 feet; thence S 57°39'15" W, 466.23 feet; thence Southwesterly 192.56 feet along the arc of a curve whose center lies to the Northwest, whose radius is 365.00 feet and whose chord bears S 72°46'05" W, 190.34 feet; thence S 87°52'54" W, 143.81 feet; thence N 47°16'46" W, 42.54 feet to a point on the East right of way line of 104th Avenue; thence N 02°27'11" W along said East line, 617.85 feet to the point of beginning.

Containing 11.374 acres



That I have complied with the provisions of chapter 236.34 and 236.21 (2)(o) of the Wisconsin State Statutes on certified surveys and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

Dated this 25 day of February, 2010.

SURVEYOR Mark L. Wertz
Mark L. Wertz

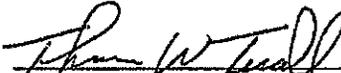
Doc # 11013581

CERTIFIED SURVEY MAP NO. 21066

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY, MAP NO. 2482 LOCATED IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this 26th day of October ~~2010~~ 2009


THOMAS W. TERWALL, CHAIRMAN

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this 2nd day of November ~~2010~~ 2009


JOHN P. STEINBRINK, VILLAGE PRESIDENT


JANE M. ROMANOWSKI, VILLAGE CLERK

CORPORATE OWNER'S CERTIFICATE

WATER STREET LAND, LLC, a Wisconsin Corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mopped and dedicated as represented on this map.

IN WITNESS WHEREOF, the said WATER STREET LAND, LLC has caused these presents to be signed by TIM R. BRUCKNER, Vice President, and its Corporate Seal to be hereunto affixed this 10th day of March, 2010.

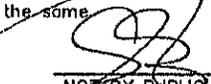
WATER STREET LAND, LLC

TIM R. BRUCKNER, VICE PRESIDENT

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

Personally came before me this 10th day of March, 2010, the above name TIM R. BRUCKNER, to me known to be the Vice President of WATER STREET LAND, LLC, and the persons who executed the foregoing instrument and acknowledged the same.

My commission expires 1/15/12


NOTARY PUBLIC -

PRINT NAME



Doc# 11013581

CERTIFIED SURVEY MAP NO. 2006

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2482 LOCATED IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

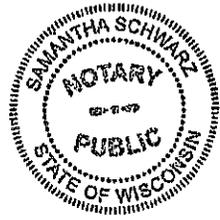
M & I, MARSHALL & ILSLEY BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to and hereby subordinates its interests, which it has acquired through a Mortgage, Security Agreement and Fixture Financing Statement between WATER STREET LAND, LLC and M & I, MARSHALL & ILSLEY BANK, to the surveying, dividing, mapping and dedication of the land described on this map and does hereby consent to the above certificate of WATER STREET LAND, LLC.

M & I, MARSHALL & ILSLEY BANK

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

Personally came before me this 10TH day of March, 2010, the above named Jim R. Bruckner, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

My commission expires 1/15/12

NOTARY PUBLIC -
Samantha Schwarz
PRINT NAME



I hereby certify that the adjacent photograph has been compared with the record on file in this office and is a true copy thereof. I have hereunto affixed my official seal.
This 22 day of March 2010

Louise I. Principe
Louise I. Principe, Register of Deeds
County of Kenosha, Wisconsin



DOCUMENT

1613501

RECORDED
At Kenosha County, Kenosha, WI 53148
Louise I. Principe, Register of Deeds
on 3/23/2010 at 2:50PM
100009535 921.00

REGDEED3

JENF

EXHIBIT B

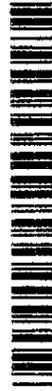
TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

Attached hereto is the Form of Access Easement for Water Street Land, LLC

[attached hereto]

ACCESS EASEMENT

Document Title



DOCUMENT

1614319

RECORDED
At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 4/05/2010 at 9:15AM \$27.00
100010846

JENF

RECORDED

Name & Return Address:

Timothy J. Geraghty
6301 Green Bay Road
Kenosha, WI 53142

27

91-4-122-082-0201

Parcel Identification Number (PIN)

This Page is Part of this Legal Document. DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN. Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517.

ACCESS EASEMENT

This ACCESS EASEMENT is entered into as of the 23rd day of March, 2010 by and between the Grantor, Water Street Land, LLC, a Wisconsin limited liability company ("Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE (the "Easement Holder").

RECITALS

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

B. The Easement Holder has entered into an Agreement with the Landowner and GMRI, Inc. ("GMRI") dated MARCH 23, 2010 for the installation and maintenance of an exterior Digital Security Imaging System ("DSIS") upon Landowner's Property and adjacent property owned by GMRI for security surveillance purposes (the "Agreement"), the terms and conditions of which are hereby incorporated in this Access Easement.

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

D. The Easement Holder acknowledges and agrees that the Landowner and its future owners intend to utilize the Landowner's Property for retail services and/or sales, commonly known as The Prairie Ridge Commercial Development Site ("the Commercial Site"), and the Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property by Landowner and its future owners.

GRANT OF ACCESS EASEMENT

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

Recording Area

Name and Return Address

Timothy J. Geraghty
6301 Green Bay Road
Kenosha, WI 53142

91-4-122-082-0201

Parcel Identification Number

25

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

2. Use of Access Easement. Nothing in this Access Easement is intended to prohibit use of the Easement Property by the Landowner, provided such use does not materially interfere with the use of the Access Easement by the Easement Holder. The Easement Holder agrees that it will not materially interfere with the normal operation and use of the Landowner's Property by the Landowner and its tenants, and that its equipment shall not impair the visibility of any tenant storefront or signage.

3. Improvements. The Easement Holder shall have the right, but not the obligation, to construct and install, reasonable improvements upon the Easement Property in accordance with the terms in the Agreement, to make the Easement Property suitable for the installation of a DSIS with as little damage to the Landowner's Property as possible. Subject to the terms of the Agreement, the Easement Holder agrees to use its best efforts to make the DSIS as aesthetically tasteful and architecturally harmonious as reasonably possible while still allowing the DSIS to cover as much of the Commercial Site as the Easement Holder deems reasonably necessary.

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

5. Damage to Easement Property. The Easement Holder shall be responsible for any damage that Easement Holder, its agents, employees, consultants or contractors may cause to the Easement Property. The Easement Holder shall make all needed repairs, promptly after such damage, restoring the Easement Property to its condition prior to the damage. The Landowner shall promptly make any needed repairs to the DSIS equipment that the Landowner may damage.

6. Obstructions to Use of the Easement Property. The Easement Holder may not utilize the Easement Property in a way that materially interferes with its use by any other person permitted to use it. The Easement Holder acknowledges and agrees that the Landowner's and its future owners or tenants' use of the Landowner's Property include, but not limited to, outdoor kiosks, carts, sidewalk sales, and other events that will occur on the Landowner's Property, which such uses shall be allowed and shall not be considered an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct new improvements on the Landowner's Property,

albeit with the necessary permits, and if said improvements interfere with use of the Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the Easement Holder's equipment or modify its use of the Easement Property. Landowner shall not erect any permanent structure over any portion of the DSIS.

7. Indemnity/Insurance/Liens. Except for the components of the DSIS system which will be (or have been) conveyed by the Landowner to the Easement Holder pursuant to the terms of the Agreement, all costs of installation, operation, and maintenance of the Easement Property and any improvements the Easement Holder installs thereon now and in the future will be the responsibility of the Landowner. Except for the initial installation of the DSIS system as described in the Agreement and subject to the terms of the Agreement, the Easement Holder shall be responsible for any additional installation, operation and maintenance of all components of the DSIS system on the Easement Property. Notwithstanding anything to the contrary contained herein, the Landowner shall be obligated to maintain, repair and replace the light poles to which the security cameras are mounted.

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

Easement Holder shall pay promptly all persons furnishing labor or materials with respect to any work performed by Easement Holder or its contractors on or about the Landowner's Property (subject to the reimbursement provisions of the Agreement). If any mechanic's or other liens shall at any time be filed against the Landowner's Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Easement Holder, Easement Holder shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landowner. If Easement Holder shall fail to cause such lien to be so discharged or bonded within thirty (30) days after being notified of the filing thereof, then, in addition to any other right or remedy of Landowner, Landowner may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landowner, including reasonable attorneys' fees incurred by Landowner either in defending against such lien or in procuring the bonding or discharge of such lien, shall be due and payable by Easement Holder.

8. Enforcement of Agreement. The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof. If any Landowner alleges that the Easement Holder has defaulted under any term or provision of this Access Easement, such Landowner shall provide written notice to the Easement Holder of the alleged default and the Easement Holder shall have thirty (30) days following such notice in which to cure said condition. If such condition is cured within said thirty (30) days, no default shall be deemed to have occurred. If Easement Holder alleges that the Landowner has defaulted under any term or provision of this Access Easement, Easement Holder shall provide written notice to the Landowner of the alleged default and the Landowner shall have thirty (30) days following such notice in which to cure said condition. If such condition is cured within said thirty (30) days, no default shall be deemed to have occurred.

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

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

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

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

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

14. Counterparts. This Access Easement may be signed in separate counterparts and all such counterparts shall constitute one agreement binding upon the parties.

Signatures Commence On The Following Page

^{Landowner has}
IN WITNESS WHEREOF, the ~~parties hereto have~~ executed this Access Easement this
12th day of March, 2010.

WATER STREET LAND, LLC

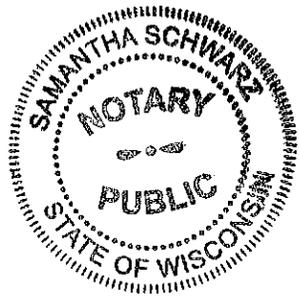
By: William O Zeidler
Name: William O. Zeidler
Title: SRP

STATE OF Wisconsin
COUNTY OF Milwaukee ss.

This instrument was acknowledged before me on March 12, 2010,
by Water Street Land, LLC, a Wisconsin limited liability company, by
William O Zeidler SRP

[Signature]
Signature of Notary Public

Samantha Schwarz
Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires)
(is) 4/15/12



Signatures Continue on the Next Page

CONSENT OF MORTGAGEE

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

Dated: March 12, 2010.

Water Street Land, LLC

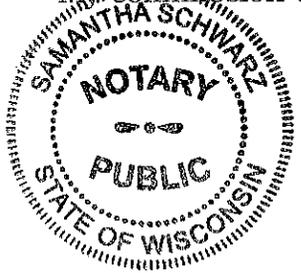
By: William O Zeidler
Name: William O Zeidler
Title: SVP

ACKNOWLEDGMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on March 12, 2010 by William O Zeidler the SVP of Water Street Land, LLC.

Samantha Schwarz
Notary Public, State of
My commission expires: 1/15/12



This instrument drafted by:
Atty. Timothy J. Geraghty
Godin, Geraghty & Puntillo, S.C.
6301 Green Bay Road
Kenosha, WI 53142
262-657-3500

And

Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158
262-925-6717

ATTACHMENT

EXHIBIT A – Legal Description of Landowner's Property

Lot 1 of CERTIFIED SURVEY MAP NO. 2666 as recorded in the Kenosha County Register of Deeds office on March 23, 2010, as Document No. 1613581 being a redivision of Lot 1 of Certified Survey Map No. 2482 located in the Northwest $\frac{1}{4}$ of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

EXHIBIT B-1

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

Attached hereto is the Form of Access Easement for GMRI, Inc.

[attached hereto]

ACCESS EASEMENT

Document Title



DOCUMENT

1614321

RECORDED

At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 4/05/2010 at 9:13AM \$25.00
100010848

JENF

RECEIVED

Name & Return Address:

Timothy J. Geraghty
6301 Green Bay Road
Kenosha, WI 53142

25-

91-4-122-082-0201

Parcel Identification Number (PIN)

This Page is Part of this Legal Document. DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN. Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517.

ACCESS EASEMENT

This ACCESS EASEMENT is entered into this 23 day of ~~March~~, 2010 by and between the Grantor, GMRI, Inc., a Florida corporation ("Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE (the "Easement Holder").

RECITALS

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

B. The Easement Holder has entered into an Agreement with the Landowner and Water Street Land, LLC ("WSL") dated MARCH 23, 2010 for the installation and maintenance of an exterior Digital Security Imaging System ("DSIS") upon Landowner's Property and adjacent property owned by WSL for security surveillance purposes (the "Agreement"), the terms and conditions of which are hereby incorporated in this Access Easement.

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

D. The Easement Holder acknowledges and agrees that the Landowner and its future owners intend to utilize the Landowner's Property for retail services and/or sales, commonly known as The Prairie Ridge Commercial Development Site ("the Commercial Site"), and the Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property by Landowner and its future owners.

GRANT OF ACCESS EASEMENT

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

Recording Area

Name and Return Address

Timothy J. Geraghty
6301 Green Bay Road
Kenosha, WI 53142

91-4-122-082-0201

Parcel Identification Number

20-

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

2. Use of Access Easement. Nothing in this Access Easement is intended to prohibit use of the Easement Property by the Landowner, provided such use does not materially interfere with the use of the Access Easement by the Easement Holder. The Easement Holder agrees that it will not materially interfere with the normal operation and use of the Landowner's Property by the Landowner and its tenants, and that its equipment shall not impair the visibility of any tenant storefront or signage.

3. Improvements. The Easement Holder shall have the right, but not the obligation, to construct and install, reasonable improvements upon the Easement Property in accordance with the terms in the Agreement, to make the Easement Property suitable for the installation of a DSIS with as little damage to the Landowner's Property as possible. Subject to the terms of the Agreement, the Easement Holder agrees to use its best efforts to make the DSIS as aesthetically tasteful and architecturally harmonious as reasonably possible while still allowing the DSIS to cover as much of the Commercial Site as the Easement Holder deems reasonably necessary.

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

5. Damage to Easement Property. The Easement Holder shall be responsible for any damage that Easement Holder, its agents, employees, consultants or contractors may cause to the Easement Property. The Easement Holder shall make all needed repairs, promptly after such damage, restoring the Easement Property to its condition prior to the damage. The Landowner shall promptly make any needed repairs to the DSIS equipment that the Landowner may damage.

6. Obstructions to Use of the Easement Property. The Easement Holder may not utilize the Easement Property in a way that materially interferes with its use by any other person permitted to use it. The Easement Holder acknowledges and agrees that the Landowner's and its future owners or tenants' use of the Landowner's Property include, but not limited to, outdoor kiosks, carts, sidewalk sales, and other events that will occur on the Landowner's Property, which such uses shall be allowed and shall not be considered an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct new improvements on the Landowner's Property,

albeit with the necessary permits, and if said improvements interfere with use of the Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the Easement Holder's equipment or modify its use of the Easement Property. Landowner shall not erect any permanent structure over any portion of the DSIS.

7. Indemnity/Insurance/Liens. Except for the components of the DSIS system which will be (or have been) conveyed by the Landowner to the Easement Holder pursuant to the terms of the Agreement, all costs of installation, operation, and maintenance of the Easement Property and any improvements the Easement Holder installs thereon now and in the future will be the responsibility of the Landowner. Except for the initial installation of the DSIS system as described in the Agreement and subject to the terms of the Agreement, the Easement Holder shall be responsible for any additional installation, operation and maintenance of all components of the DSIS system on the Easement Property. Notwithstanding anything to the contrary contained herein, the Landowner shall be obligated to maintain, repair and replace the light poles to which the security cameras are mounted.

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

Easement Holder shall pay promptly all persons furnishing labor or materials with respect to any work performed by Easement Holder or its contractors on or about the Landowner's Property (subject to the reimbursement provisions of the Agreement). If any mechanic's or other liens shall at any time be filed against the Landowner's Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Easement Holder, Easement Holder shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landowner. If Easement Holder shall fail to cause such lien to be so discharged or bonded within thirty (30) days after being notified of the filing thereof, then, in addition to any other right or remedy of Landowner, Landowner may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landowner, including reasonable attorneys' fees incurred by Landowner either in defending against such lien or in procuring the bonding or discharge of such lien, shall be due and payable by Easement Holder.

8. Enforcement of Agreement. The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof. If any Landowner alleges that the Easement Holder has defaulted under any term or provision of this Access Easement, such Landowner shall provide written notice to the Easement Holder of the alleged default and the Easement Holder shall have thirty (30) days following such notice in which to cure said condition. If such condition is cured within said thirty (30) days, no default shall be deemed to have occurred. If Easement Holder alleges that the Landowner has defaulted under any term or provision of this Access Easement, Easement Holder shall provide written notice to the Landowner of the alleged default and the Landowner shall have thirty (30) days following such notice in which to cure said condition. If such condition is cured within said thirty (30) days, no default shall be deemed to have occurred.

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

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

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

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

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

14. Counterparts. This Access Easement may be signed in separate counterparts and all such counterparts shall constitute one agreement binding upon the parties.

Signatures Commence On The Following Page

ATTACHMENT

EXHIBIT A – Legal Description of Landowner's Property

Lot 2 of CERTIFIED SURVEY MAP NO. 2666 as recorded in the Kenosha County Register of Deeds office on March 23, 2010, as Document No. 1613581 being a redivision of Lot 1 of Certified Survey Map No. 2482 located in the Northwest ¼ of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

DOCUMENT NO.

**ASSIGNMENT OF MAINTENANCE AND
REPAIR OBLIGATIONS AND ON-GOING
OBLIGATIONS UNDER THE DEVELOPMENT
AGREEMENT BETWEEN THE VILLAGE OF
PLEASANT PRAIRIE, WISCONSIN AND
WATER STREET LAND, LLC REGARDING
PRAIRIE RIDGE WEST COMMERCIAL
DEVELOPMENT**

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Lynn A. Ludke
Godfrey & Kahn, S.C.
833 E. Michigan, Suite 1800
Milwaukee, WI 53202

91-4-122-082-0211

91-4-122-082-0212

91-4-122-082-0213

91-4-122-082-0214

Parcel Identification Number

**ASSIGNMENT OF MAINTENANCE AND REPAIR OBLIGATIONS AND ON-GOING
OBLIGATIONS UNDER THE DEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND WATER STREET LAND, LLC
REGARDING PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT**

THIS ASSIGNMENT OF MAINTENANCE AND REPAIR OBLIGATIONS AND ON-GOING OBLIGATIONS UNDER THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND WATER STREET LAND, LLC REGARDING PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT (this "Assignment") is entered into as of this _____ day of _____, 2016, by Water Street Land, LLC ("Assignor") and the Village of Pleasant Prairie ("Village").

RECITALS

A. Assignor and Village are parties to that certain Development Agreement Between the Village of Pleasant Prairie, Wisconsin and Water Street Land, LLC Regarding Prairie Ridge West Commercial Development dated March 12, 2013 (the "Development Agreement"); and

B. The Development Agreement affects the property described on **Exhibit A** attached hereto; and

C. Prairie Ridge West Owner's Association, Inc. ("Association") is the owner's association established pursuant to Section 1.9 of that certain Declaration of Covenants and Restrictions for Prairie Ridge West Commercial Development dated March 12, 2013 and recorded March 15, 2013, with the Kenosha County Register of Deeds as Document No. 1697233, as amended by that certain First Amendment to Declaration dated July 22, 2013 and recorded July 23, 2013 with the Kenosha County Register of Deeds as Document No. 1707816; and

D. Section 7 of the Development Agreement allows Assignor to assign all maintenance and repair obligations and all on-going obligations of Assignor under the Development Agreement to the Association after construction of the improvements as provided in the Development Agreement; and

E. Assignor has completed construction all improvements required to be constructed by it under the Development Agreement and wishes to assign all maintenance and repair obligations and all on-going obligations of Assignor under the Development Agreement to the Association.

AGREEMENTS

NOW, THEREFORE, in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

(a) **Construction of Improvement.** Assignor has constructed all improvements it was required to construct under the Development Agreement.

(b) Assignment and Assumption. Assignor hereby assigns, transfers and conveys to Association all of Assignor's maintenance and repair obligations and all ongoing obligations under the Development Agreement.

(c) Release from Liability. Assignor is hereby released from liability for all maintenance and repair obligations and all ongoing obligations under the Development Agreement.

(d) Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

(e) Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

VILLAGE

VILLAGE OF PLEASANT PRAIRIE

By: _____
John P. Steinbrink, Village President

Attest: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2016, the above-named John P. Steinbrink and _____, to me known to be the Village President and _____, respectively, of the Village of Pleasant Prairie, and to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

EXHIBIT A

The Property

Certified Survey Map No. 2726, being a redivision of Lot 1 of Certified Survey Map No. 2666 in the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

15537058.2

**DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT
PRAIRIE, WISCONSIN AND WATER STREET LAND, LLC
REGARDING THE PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made between Water Street Land, LLC, a Wisconsin limited liability company (the "Owner") with a business address of 770 N. Water Street, Milwaukee, WI 53202 and the Village of Pleasant Prairie, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

WITNESSETH:

1. The Owner and the Village have entered into this Development Agreement dated as March 12, 2013 regarding a 9.2 acre, four (4) lot service/retail commercial development known as "Prairie Ridge West Commercial Development" (the "Development") located at the southeastern corner of State Trunk Highway 50 and 104th Avenue containing certain real property located within the Village, the legal description which is attached hereto as **EXHIBIT A** and incorporated herein by reference. A copy of the "Prairie Ridge West Commercial Development Planned Unit Development (PUD)" Development Plans as described below are on file with the Village Community Development Department and can be viewed at the Village Hall at the address stated above, relating to the Required Private and Public Improvements to be completed in and adjacent to the Development, all of which are a part of or provided for in this Development Agreement.
2. The Owner has agreed to and provided to the Village, among other things, the following:
 - a. The obligation and agreement to construct and maintain various required private infrastructure improvements pursuant to the Village approved Final Development Engineering Plans for the Development sealed by the Engineer on March 7, 2013: "Prairie Ridge Outlots Site Grading, Drainage, Utility & Pavement Improvements for Water Street Land, LLC" as prepared by Nielsen Madsen & Barber S.C. The referenced plan set specifically includes the following: Existing Conditions Survey, Conceptual Plan, Master Erosion Control Plan, Site Grading and Pavement Plan, Storm Sewer Plan, Site Utility Plan (Sewer and Water), Construction Details & Typical Sections and Construction Specifications. These Plans have been approved by the Village and include

the following initial site improvements: mass site grading and pad-ready sites, filling of the wetlands for the gravel driveway entrance from 104th Avenue, a gravel entrance from 77th Street, a portion of the public sanitary sewer system, and portions of the private storm sewer and private water systems improvements. The approved Final Development Engineering Plans are on file with the Village (**EXHIBIT B**); and

- b. The obligation and agreement to construct and maintain the required public improvements pursuant to the Village approved Development Engineering Plans includes: four (4) foot-wide concrete public sidewalks extending along 77th Street to 104th Avenue and public sanitary sewer system improvements to serve the Development. The attached **EXHIBIT B** sets forth the Final Development Engineering Plans and Related Documents, approval letters, including the engineering services cost estimate, erosion control and NOI permits, sanitary sewer televising and cleaning cost estimate, contract documents, certificate of insurance, and performance and payment bond for the construction of the referenced public sidewalks and public sanitary sewer improvements; and
- c. The obligation and agreement to re-plant, stake, mulch, weed, water, trim and otherwise maintain the required public landscaping improvements (public street trees) adjacent to the Development and the private on-site landscaping and berming pursuant to the Village-approved Landscaping Plans. The required public landscaping specifically includes the public street trees in the right-of-ways of 77th Street and 104th Avenue adjacent to the Development; and
- d. The obligation and agreement to design, install and financially maintain a Digital Security Imaging System (DSIS) in accordance with Section 410-7 of the Village Municipal Code for security surveillance for the Development. A detailed DSIS Agreement and Access Easement were executed between the Owner and the Village. The DSIS Access Easement has been recorded with the Kenosha County Register of Deeds Office. Said executed DSIS documents

are also on-file with the Village. As set forth in the DSIS, upon inspection and dedication of the DSIS by the owner to the Village, the Village has agreed to own and maintain the DSIS subject to the terms and conditions set forth in the DSIS Agreement; and

- e. The obligation and agreement to remove dead or dying plant material, any trash or debris and otherwise maintain the wetland protection and preservation areas within Outlot 4 within the Development; and
 - f. The obligation and agreement to construct and maintain or cause to be maintained in compliance with Village Ordinances, and to the satisfaction of the Village, all common areas, driveways, signage, landscaping, lighting, and sidewalks in the Development pursuant to the Village Board approved Prairie Ridge West Commercial Development Planned Unit Development Ordinance #12-29. **(EXHIBIT C).**
3. The Owner has agreed to dedicate the required public sanitary sewer system, public sidewalks and public street tree improvements to the Village after their installation, completion and Village inspection, and to the satisfaction of the Village. The Owner further understands that although the public sidewalks and public street trees are being dedicated to the Village, it is the Owner's ongoing obligation to maintain and repair or replace or to cause to be maintained, repaired or replace said sidewalks and street trees. Maintenance of the public sidewalks shall also include the snowplowing of the sidewalks adjacent to the Development.
4. The Owner has provided an Irrevocable Letter of Credit equal to the contract amount plus a 15 percent contingency, or a total of \$68,822.60 (Sixty-eight thousand eight hundred twenty-two and .60/100) to be used by the Village as financial security for the Developer's obligations to complete the public sidewalks, public street trees and public sanitary sewer improvements for the Development. The original Letter of Credit, Cost Breakdown and Administrative Cash Payments documents **(EXHIBIT D)** is on file with the Village Clerk. The amount of the Letter of Credit shall be reduced from time to time and as and to the extent that that construction of the Public Improvements required under this Agreement are completed, paid for, lien waivers

are presented and inspections are completed to the satisfaction of the Village, provided that the remaining Letter of Credit is sufficient to secure payment for any remaining Public Improvements and provided that no reduction shall occur until approved by the Village Board at a regularly scheduled meeting. The Letter of Credit shall be fully released by the Village upon the expiration of the one (1) year warranty for and the Village's acceptance of all of the Public Improvements.

5. The Owner has authorized the preparation of a Certified Survey Map, with detailed Dedication and Easement Provisions, which the Village has conditionally approved subject to the Village staff comments, which divides the referenced property into four (4) Lots.
6. The Owner has incorporated the Prairie Ridge West Owners Association, Inc. ("Sub-Association") for this Development and has prepared and recorded the Declaration of Development Covenants and Restrictions for the Prairie Ridge West Commercial Development for the purpose of providing guidance regarding the operation and maintenance of the Development. Said Covenants have been recorded at the Kenosha County Register of Deeds Office. See **EXHIBIT E** for the Declaration of Development Covenants, Articles of Incorporation and By-Laws.
7. This Development Agreement is not intended to benefit or to be enforceable by any person(s) other than the Village and the Owner and their respective successors and assigns of the properties as to this Agreement. The Village acknowledges that all maintenance and repair obligations hereunder and all on-going obligations that exist after construction of the improvements herein may be assigned to the Sub-Association and upon such assignment, Owner shall be relieved from liability for all such obligations. Owner shall provide the Village with a copy of any such assignment.

IN WITNESS WHEREOF, the Owner and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this 12th day of March, 2013.

Notarized Signatures are on the Next Pages.

WATER STREET LAND, LLC

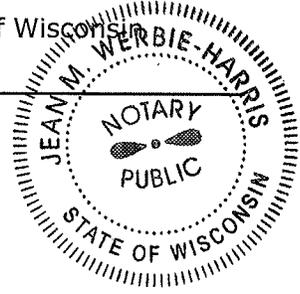
By: 
Name: Gary S. Kautzer
Title: VICE PRESIDENT

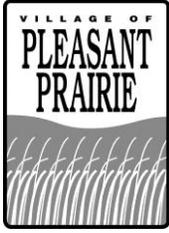
STATE OF WISCONSIN)
)SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me this 12th day of March, 2013 in Pleasant Prairie, WI by Gary S. Kautzer, Vice President Water Street Land, LLC.



Print Name: Jean M. Werbie-Harris _____
Notary Public: Kenosha County, State of Wisconsin
My Commission Expires: 1/5/2014 _____





Office of the Department of Public Works
Jesse Houle, P.E.
Construction Engineer

To: Michael Pollocoff
From: Jesse Houle
Subject: Majestic Development-Public Improvements – Professional Engineering Construction Management Services. Project #1604-012PUB, RFP #16-02
Date: May 10, 2016

Proposals for the above referenced project were received until 3:00 p.m. on May 9, 2016, at the Village of Pleasant Prairie Department of Public Works (DPW); 8600 Green Bay Rd., Pleasant Prairie, WI. 53158. The proposals were reviewed by the evaluation committee, ranked and compiled.

The Majestic Development-Public Improvements – Professional Engineering Construction Management Services – Project #1604-012PUB consists of providing professional engineering services as related to the construction management of public improvements including but not limited to sewer, water, storm, paving, beam guard, striping and other roadway improvements

A total of one (1) proposal was received for this project out of the three (3) solicited from the Consultants:

- R.A. Smith National, Inc.* \$10,273.00

* Apparent Low Bid

R.A. Smith National, Inc. has completed construction management projects for the Village in the past and they ranked the highest in the evaluation process for this project.

Based on qualifications and proposed costs, DPW recommends that the Village award this project to R.A. Smith National, Inc., in the amount of \$ 10,273.00. Following the formal award by the Village Board, DPW will prepare the necessary documents for execution by the Village and the Consultant.

Letter/Statement of Interest

May 9, 2016

R.A. Smith National

*Beyond Surveying
and Engineering*

Village of Pleasant Prairie
Mr. Jesse Houle, P.E.
Village Construction Engineer
8600 Green Bay Rd.
Pleasant Prairie, WI 53158

16745 West Bluemound Road
Brookfield, WI 53005
Phone: (262) 781-1000
Contact: Paul Schafer

Re: Request for Proposals RFP #16-02
Village of Pleasant Prairie — Project #1604-012PUB
Majestic Development—Public Improvements
Professional Engineering Construction Management Services

Dear Mr. Houle:

R.A. Smith National is pleased to submit our statement of interest and qualifications to provide professional engineering construction management services for the Majestic Development—Public Improvements project. The range of services we will provide the Village are supported by our expertise in all forms of development improvements and being your go-to partner in achieving project success.

This project is more than the merely roadway improvements; this work makes it possible for the adjacent development in the Village to take place. In the pages that follow, you will read that our proposed project team has gone beyond the normal process of preparing an RFP response by not only listing our unmatched qualifications and expertise but also by doing a thorough review of the plans and doing project due diligence, identifying key factors that will affect the success of the project. It is our attention to detail, focus on project expectations and assurance that state, local and industry standards and specifications are met that translate into a well-constructed project that the Village knows is up to your standards with minimal Village staff time and effort.

R.A. Smith National is proud that our construction division staff sits on the committee that wrote and updates the Standard Specifications for Sewer and Water Main Installation in Wisconsin, and we have a complete understanding and unparalleled expertise to accurately oversee your project. We appreciate your consideration and ask that you select R.A. Smith National as your representative on the Majestic Development—Public Improvements project.

Sincerely,
R.A. Smith National, Inc.



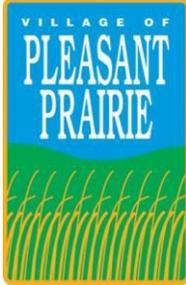
Paul S. Schafer, P.E.
Project Manager
(262) 317-3381
Paul.Schafer@rasmithnational.com



Patrick T. Zimmer, P.E.
Director of Construction Services
(262) 317-3324
Pat.Zimmer@rasmithnational.com

Professional Fees

Professional Services				
Phase/Task by Hour/Personnel	Project Manager Paul Schafer	Technician Heyel, Larson, Sustar or Anderson	Total Hours	Total Dollars
	\$129	\$80		
Preconstruction Meetings	3		3	\$387
Preconstruction Video and Inventory	0	2	2	\$160
Meetings and Meeting Minutes	4		4	\$516
Erosion Control Coordination/ Inspections	2	4	6	\$578
Daily Inspection:			0	\$0
2 Hydrant and valve Adj.		9	9	\$720
100 LF Storm Sewer		9	9	\$720
Topsoil stripping and 2050 tons CABC		18	18	\$1,440
Curb and gutter - 120'		6	6	\$480
Asphalt Paving - 690 Tons		16	16	\$1,280
Guardrail, Signage, Striping		8	8	\$640
As-Builts	2	4	6	\$578
Project Management	12		12	\$1,548
Contractor Survey Verification	4	2	6	\$676
Reimbursable Expenses			0	\$550
Total	27	78	105	\$10,273



**REQUEST FOR PROPOSALS
RFP #16-02**

**VILLAGE OF PLEASANT PRAIRIE
Project #1604-012PUB**

**Majestic Development- Public
Improvements**

**Professional Engineering Construction
Management Services**

April 29, 2016

ISSUED BY:

**Village of Pleasant Prairie, Wisconsin
Department of Public Works
8600 Green Bay Rd
Pleasant Prairie, WI 53158**

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the Village of Pleasant Prairie ("Village"), Wisconsin for:

**RFP #16-02
Project #1604-
012PUB**

Majestic Development- Public Improvements

Proposals shall be delivered or mailed to: Jesse Houle, Village Construction Engineer, Village of Pleasant Prairie, 8600 Green Bay Rd, Pleasant Prairie, WI, 53158.

Proposals will be accepted until:

Date: Wednesday, May 9th, 2016

Time: 3:00 P.M. (CST)

Proposals submitted after the above-noted due date and time will be rejected. Respondents accept all risks of late delivery of mailed submittals regardless of fault.

The Village reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the Village to pay any costs incurred by respondents in the preparation and submission of their statement of qualifications. Furthermore, the RFP does not obligate the Village to accept or contract for any expressed or implied services.

It is the policy of the Village of Pleasant Prairie to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

The Village is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation. The successful consultant must comply with the Village of Pleasant Prairie's equal opportunity requirements.

Jesse Houle

Jesse Houle, PE
Village Construction Engineer

April 29th, 2016
Date

TABLE OF CONTENTS

- 1) PURPOSE & INTENT
- 2) SCOPE OF SERVICES/PROJECT REQUIREMENTS
- 3) GENERAL INSTRUCTIONS AND FORMAT
- 4) SUBMITTAL PROCESS & REQUIREMENTS
- 5) SCHEDULE
- 6) EVALUATION CRITERIA
- 7) EVALUATION COMMITTEE, SELECTION & AWARD PROCESS
- 8) MISCELLANEOUS
- 9) EXHIBITS
 - (1) ***(Exhibit A – Estimate Project Cost)***
 - (2) ***(Exhibit B – Public Improvement Plans Sheets, Pages C-1,C-4,C-34 and C-35 dated April 26, 2016)***

1) PURPOSE & INTENT

This solicitation involves **Engineering Construction Services** for the complete construction of ***Majestic Development-Public Improvements Project, 2016*** (Project #1604-012)

- ***(Exhibit A – Estimate Project Cost)***
- ***(Exhibit B – Public Improvement Plans Sheets, Pages C-1,C-4,C-34 and C-35 dated April 26, 2016)***
 - *****Complete plan set including private improvements available upon request.***

The Village of Pleasant Prairie will distribute Request for Proposal requests. A Village of Pleasant Prairie Consultant Selection Committee will evaluate the RFP's submitted and establish a short list. Those consultants selected on the short list will be ranked. The Village of Pleasant Prairie will then discuss approach, project schedule and resources with the highest ranked firm. Negotiations of fee's, terms and conditions will follow. In the event that the negotiations with the highest ranked firm are unsuccessful, negotiations will then proceed to the second highest ranked firm.

2) SCOPE OF SERVICES/PROJECT REQUIREMENTS

A) DEFINITIONS

- 1) "VILLAGE" means the Village of Pleasant Prairie.
- 2) "COUNTY" means Kenosha County.
- 3) "FHWA" means the Federal Highway Administration.
- 4) "PROJECT" means the listed project on the cover of the RFP.
- 5) "Services" means the construction management/engineering Services. Labor, equipment and materials furnished by CONSULTANT in accordance with this CONTRACT.
- 6) "MANUAL" means the Wisconsin Department of Transportation Facility Development Manual and other manuals referenced therein.
- 7)

B) GENERAL

- (1) The Services under this CONTRACT shall consist of performing those phases or portions of the construction management for the PROJECT necessary or incidental to accomplish the PROJECT.
- (2) The CONSULTANT shall furnish all Services and labor necessary to conduct and complete the Services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated in writing as to be furnished by the VILLAGE.
- (3) The Services under this CONTRACT shall be performed in accordance with generally accepted standards of the engineering profession and requirements contained in the MANUAL.
- (4) The Services shall comply with the applicable state and federal laws and regulations consistent with the funding to this project.

Under sec. 84.01(10), Wis. Stats., to enter private lands to make surveys or inspections or otherwise to carry out the Services required by this CONTRACT.

C) REQUIRMENTS - This project will require the selected firm to provide the following:

- (1) Attend a pre-construction meeting at the Village of Pleasant Prairie or onsite₄

- prior to start of work.
- (2) Promptly respond to all questions from the Contractor and the Village during construction of the project.
 - (3) General Contract Administration.
 - (4) Track, monitor, review and approve contract quantities and process pay requests/Letter of Credit Reduction requests from the Contractor. Quantities will need to be provided on a weekly basis to the Village for review and approval.
 - (5) Review, approve and process change orders as required. All change orders will need approval from Village.
 - (6) Coordinate and conduct weekly progress meetings with Contractor and Village staff. Meetings will be held at the Village Prange building. Consultant will record and provide meeting minutes to Contractor and Village.
 - (7) Prepare, distribute and administer a punch list at end of project.
 - (8) Prepare and coordinate project completion and closeout documents including as built (record) drawings. Record drawings shall be provided to Village upon project completion in both hard copy (11"x17" - .pdf acceptable) and in AutoCAD Civil 3d .dwg digital format. Owner will provide Consultant with the approved plans in AutoCAD Civil 3d .dwg digital format for Consultant's use in preparing the Record drawing. Record drawings are to include any changes from original plans as constructed in field.
 - (9) Provide on-site inspection services to include:
 - a. Provide preconstruction and post construction video and photos as required to document both existing conditions and post construction/restoration condition.
 - b. Review of all materials for Contract compliance.
 - c. Monitor construction activities to ensure improvements are constructed in compliance with approved plans, specifications and Village of Pleasant Prairie standards. Consultant shall provide full-time monitoring during installation of underground work and monitor as needed during restoration activities.
 - d. Monitor construction activities to ensure minimum clearance on underground appurtenances (water/sewer/storm sewer, etc.) are maintained during construction.
 - e. Monitor construction activities to ensure proper backfilling of utilities is performed by utilizing proper construction techniques and bedding materials that meet or exceed Contract requirements.
 - f. Measure, record, and track all quantities. Provide pay application or letter of credit reduction recommendations periodically (progress payment/reductions) and final payment/reduction including documentation for Contractors completed activities. This will include compiling and reviewing all lien waivers from subcontractors prior to recommendation.
 - g. Attend and record all meetings and distribute to Village all minutes.
 - h. Inspect erosion control measures, traffic control measures and restoration activities as needed.
 - (10) Provide Construction Layout Verification Services (Survey)

The selected construction management Consultant will be responsible for verification of all Contractor's layout work. Verification shall include verification of bench marks and control provided in plans and review of Contractor provided cut-sheets prior to construction.

3) GENERAL INSTRUCTIONS AND FORMAT

The evaluation and selection of a consultant will be based on the information submitted in the request for proposals plus references and any required interviews/presentations. Consultants shall respond clearly and completely to all requirements. Failure to respond to any of the requirements in the RFP may be the basis for rejecting a submittal.

The submitted qualifications shall be typed and submitted on 8.5" x 11" inch paper and bound securely. Tables/Graphs/Charts and other non-verbiage exhibits may be submitted on 11" x 17" inch paper, properly folded to an 8.5" x 11" inch size and bound securely within the document. There is a 12 total single sided page limit to the response.

4) SUBMITTAL PROCESS & REQUIREMENTS

Qualifications are sought from firms with recognized expertise in the construction management and inspection of construction of roadways and associated infrastructure and on the Wisconsin Department of Transportation's approved list of consultants. Items A through J shall constitute the technical proposal; Item K shall constitute the compensation proposal.

Proposals shall include the following:

- (1) Firm name, address, telephone number and contact person. A two-page statement of interest and qualifications for this project.
- (2) Brief history of the firm.
- (3) A brief (maximum eight-page) project understanding description.
- (4) Discussion of firm's specific abilities and expertise to provide the required professional services and qualifications related to project requirements, including project management skills and methodology to monitor project budgets and schedule.
- (5) Key personnel proposed as project team members, including detailed resumes.
- (6) Clearly identify sub-consultants, if proposed, with similar information.
- (7) Examples of specific knowledge, expertise and project management experience related to this type of project.
- (8) Description of three recent and related projects completed by the firm. Identify how each is similar to our project.
- (9) References of other owners for which the firm has provided similar professional services. Reference information **must** include:
 - a. Name of owner;
 - b. Project name;
 - c. Brief description of firm's involvement;
 - d. Contact person;
 - e. Project/Contact Address;
 - f. Project/Contact Telephone number;

- g. Firm's key personnel assigned to the referenced project;
- (10) Level of Effort:
- a. List of all major tasks.
 - b. A detailed inventory of all project personnel by task.
 - c. Proposed hours (level of effort (including sub-consultant personnel) by task.
- (11) Compensation Requirements: **(TO BE PROVIDED IN SEPARATE SEALED ENVELOPE)**
- a. List of all major tasks;
 - b. A detailed inventory of all project personnel by task;
 - c. Proposed hours (level of effort) and fully-loaded hourly rates for all project personnel (including sub-consultant personnel) by task;
 - d. Proposed fully loaded hourly billing rates;
 - e. Hourly billing rates should include firm overhead, such as computer resources, telephone, local travel etc. Reimbursable expenses may include printing and copying, non-local travel etc.
 - f. A spreadsheet of the total costs associated with the proposal by your firm and those sub-consultants/subcontractors you are utilizing.

Firms must submit the following items:

- One original (clearly labeled as such) PLUS three copies of all materials required for acceptance of their qualifications **(Technical Proposal Items A through J)**;
- One copy of the compensation proposal **(Item K)** in a separate sealed envelope

On or before 3:00 p.m. (CST) on WEDNESDAY, May 9th, 2016, via U.S. Mail, UPS, Fed Ex, DHL, Airborne, etc. to:

Village of Pleasant Prairie
Attn: Jesse Houle, P.E.
Village Construction Engineer
8600 Green Bay Rd.
Pleasant Prairie, WI 53158

The Village of Pleasant Prairie does not accept facsimile or email submitted proposals. A firm, if it so chooses, may hand-deliver its proposal package on or before the date and time listed above. All submittals must be date-stamped by the Village of Pleasant Prairie. Submittals received after 3:00 p.m. (CST) on WEDNESDAY, May 9th, 2016 will not be accepted.

The complete proposal package shall be plainly marked as shown below. A complete proposal package shall consist of two individual envelopes that are both placed within a single complete proposal package. The **first envelope** shall contain the proposal transmittal letter and the firm's technical and qualification proposal (original plus three copies), without the proposed compensation. A **second sealed envelope** shall also include the proposal transmittal letter and the proposed compensation (one copy). The single complete proposal package and each of the two individual envelopes shall be marked as shown below.

All submittals must be packaged, sealed, and clearly labeled to show the following information on the outside of the package:

Firm's Name and Address

RFP Title – **"Village of Pleasant Prairie – RFP Majestic Development – Public Improvements, 2016" (Project #1604-012)**

RFP Due Date of WEDNESDAY, May 9th, 2016 at 3:00 P.M. (CST)

(Label as appropriate: COMPLETE PACKAGE, TECHNICAL AND QUALIFICATION ENVELOPE, or COMPENSATION ENVELOPE)

*It is not the intent of this RFP to solicit an **overly long response**, but it is important the firm's experience/expertise is adequately described. It will, for example, be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm. Village staff will review the submitted proposals and will select firms to meet with in an interview format, to discuss the proposal and firm qualifications, in greater detail. The selected contractor will meet with the Village to negotiate compensation for the proposal, and prepare a contractual agreement between the Village and the contractor, as soon after the final selection as is reasonable.*

5) SCHEDULE

Listed below are estimated dates and times of actions related to this RFP. In the event that the Village finds it necessary to change any of the specific dates and times, it will do so by issuing amendments to this RFP. Failure by the Village to issue amendments to this schedule will not invalidate this selection process.

RFP SCHEDULE*:

EVENT	DATE
RFP Release	May 2, 2016
Questions in writing (if any) Due	May 4, 2016
RFP Responses Due	May 9, 2016
Internal Village Review of RFP Responses	**May 10, 2016
Scope and Contract Negotiation	**May 10, 2016
Contract Recommendation to the Village Board	May 16, 2016
Village Board Approval	May 16, 2016

**Schedule could be amended as deemed appropriate and necessary by the Village.*

***The Village may request an interview which would then alter the schedule.*

6) EVALUATION CRITERIA

The Village staff will review and evaluate all submittals. The Village reserves the right to select the submittal that it deems to be in the best interest of the project, or to reject any and all submittals. The selection of the Consultant will be based on the following criteria:

- Project Manager/Key Personnel (experience and capabilities of proposed project team and key team members)-**20 points**
- Project Approach (statement of project understanding, management/technical approach, modifications or expansions of tasks, assumptions in developing level of effort, detailed description of quality control plan)-**25 points**

- Previous experience and capabilities of the firm with similar projects-**20 points**
- Overall quality of statement of qualifications-**10 points**
- Compensation proposal-**25 points**
- **100 points total**

7) EVALUATION COMMITTEE, SELECTION & AWARD PROCESS

(1) Evaluation committee. The Village RFP Evaluation & Selection Committee will consist of:

- Jesse Houle, Village Construction Engineer
- Richard Murphy, Village Construction Manager
- John Steinbrink, Jr., Public Works Director

The evaluation committee members have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP.

(2) The selection committee will evaluate the proposals utilizing the proposal evaluation criteria (except compensation). The Village, because of time constraints and depending upon the thoroughness of the proposals, may at its sole option award a contract based upon the initial proposal submittal. Do not assume there will be an opportunity for submittal of additional information. Submit your proposal as if it were your "best and final offer."

(3) If the Village intends to hold interviews, the Proposers to be interviewed will be contacted to schedule an interview. The interview will further evaluate the Proposer in the following categories: (1) Project Manager/Key Personnel; (2) Overall Qualification of Firm/Team; and (3) Project Approach. The point values or ratings for these categories are subject to change based upon the interview.

(4) After completing the technical evaluation, compensation packages of only the highest-rated proposals will be opened. There will be no required number of compensation packages opened. Following selection of the highest rated Proposer, a letter will be sent to all Proposers informing them of the Village's selection and the date of anticipated Village Board Meeting to award the contract. The Village will negotiate contractual terms, level of effort, and scope of services with the highest rated Proposer and, upon successful negotiations, an award recommendation will be made to the Village Board. Contract award will be made to the Proposer whose proposal best complies with the RFP and will be the most advantageous to the Village, as indicated by the final score based upon evaluation of both technical and compensation proposals.

(5) Final evaluation:

Upon completion of any interviews/presentations by the respondents, the Evaluation & Selection Committee will review its evaluations and make any necessary ranking adjustments based on the information obtained in the interview/presentation, possible reference checks, and any other pertinent respondent information.

(6) Right to reject qualifications and negotiate contract terms:

The Village reserves the right to reject any and all submittals. The Village reserves the right to negotiate the terms of the contract, including the award,

amount, with the selected consultant prior to entering into a contract.

(7) Award of contract:

The Village reserves the right to make an award without further discussion of the submittals. The firm selected as the apparently successful firm will be expected to enter into a contract with the Village. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected firm fails to sign the Contract within ten (10) business days of delivery of the final Contract, the Village may elect to negotiate a Contract with the next-highest ranked firm. The Village shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract. Following consultant selection, the successful consultant shall prepare a proposal and scope of work for review by the Village. Once the Village and Consultant have reached an agreement on the scope of services, a final contract will be prepared by the Village.

8) MISCELLANEOUS

(1) Questions

Questions regarding this RFP may be directed to Jesse Houle, P.E., Village Construction Engineer, via e-mail at jhoule@plprairiewi.com. Unauthorized contact regarding this RFP with other Village employees may result in disqualification from consideration in the proposal. Any oral communications will be considered unofficial and non-binding on the Village, unless it is followed by a written statement from the Village.

(2) Rejection of Submittals

The Village reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the Village to pay any costs incurred by respondents in the preparation and submission of their qualifications. Furthermore, this RFP does not obligate the Village to accept or contract for any expressed or implied services.

(3) Withdrawal of Qualifications

Consultants may withdraw a submittal, in writing, at any time up to the proposal due date and time. The written withdrawal notice must be received by the Village Engineer. The notice must be signed by an authorized representative of the consultant.

(4) Incurring Costs

The Village is not liable for any cost incurred by consultants in replying to this RFP.

(5) Proprietary Proposal Material

Any proprietary information revealed in the submittal should be clearly identified

as such by the respondent.

(6) Terms

There is no expressed or implied obligation of the Village to reimburse firms for any costs incurred in preparing submittals in response to this request. The Village reserves the right to reject any and all submittals and to modify the scope of services. The Village further reserves the right to retain all submittals and to use any idea in a submittal regardless of whether that submittal is selected.

(7) Signatures

RFPs shall be signed by one of the legally authorized officers of the submitting firm/corporation. If awarded the contract, the contract shall also be executed by said officer.

(8) Contract Negotiation

The Village reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the contract by the Village.

(9) Equal Opportunity Employment

The successful consultant(s) must comply with the Village equal opportunity requirements. The Village is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

(10) Title VI

It is the Village's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

(11) Insurance Requirements

The selected firm shall maintain insurance that is sufficient to protect the firm's business against all applicable risks. Standard requirements may be negotiated if it is in the best interest of the Village.

(12) Non-Endorsement

As a result of the selection of a firm to supply products and/or services to the Village, firm agrees to make no reference to the Village in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the Village.

(13) Non-Collusion

Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

(14) Compliance with Laws & Regulations

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the consultant or consultants ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances, and industry standards relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

(15) Public Records

Under Wisconsin state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the Village, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the Village receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the Village (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the Village within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The Village assumes no contractual obligation to enforce any exemption. The Village does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the consultant. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The Village accepts no responsibility for the performance of the consultant in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the consultant for other public agency purchases.

(16) Clarification and/or Revisions of this RFP:

Revisions to this RFP will only be made by an official written amendment issued by the Village. In order to be eligible to receive amendments to this RFP, all respondents are responsible to notify the Village of its official contact person, address and email address. All amendments/clarifications will be forwarded to the respondents of record.

9) EXHIBITS (attached)

Engineers Opinion of Probable Cost Magnitude

Majestic Badger Logistics Center - Village of Pleasant Prairie, Kenosha County, WI

03/23/2016

This opinion of cost is based on conceptual layouts. It will be necessary to refine this opinion of cost to reflect actual layouts and final engineering design. PEG assumes no liability for conceptual opinions of cost used for anything other than determining the approximate magnitude of construction costs.

Item Description	Unit	Quantity	Unit Cost (\$)	Budget Cost (\$)
------------------	------	----------	----------------	------------------

Right-of-Way Improvements

Utility Infrastructure				
Storm Sewer				
18" CMP (Granular Backfill)	LF	70	\$60.00	\$4,200
36" CMP (Granular Backfill)	LF	30	\$80.00	\$2,400
Flared End Section	EA	3	\$800.00	\$2,400

SUBTOTAL \$9,000

Water				
Existing Hydrant Adjustments	EA	2	\$3,500.00	\$7,000
Existing Valve Adjustment	EA	1	\$2,000.00	\$2,000

SUBTOTAL \$9,000

Roadway				
Erosion Control	LS	1	\$3,000.00	\$3,000
Relocate WE Energies Overhead Utility Pole (1 Relocate & 1 New Pole)	LS	1	\$15,000.00	\$15,000
Topsoil Strip to Stockpile	CY	250	\$4.00	\$1,000
Earthwork Preparation	CY	1,000	\$8.00	\$8,000
Subgrade Fine Grading	SY	2,400	\$1.00	\$2,400
Sawcut	LS	1	\$1,000.00	\$1,000
1-1/4" Closed Gradation CABC (Base & Shoulder)	TON	2,050	\$25.00	\$51,250
30" Curb & Gutter	LF	120	\$15.00	\$1,800
Heavy Duty Pavement Roadway (5" - E-3)	TON	690	\$80.00	\$55,200
Respread Topsoil (6" depth over all disturbed areas)	CY	150	\$6.00	\$900
Roadway Topsoil Stabilization	LS	1	\$7,500.00	\$7,500
Pavement Markings & Street Signage	LS	1	\$2,000.00	\$2,000
Corrugated Steel Beam Guard	LF	395	\$45.00	\$17,775

SUBTOTAL \$166,825

Engineering & Management Services				
Engineering, Investigations, Surveying, Design Fees, & Legal	%	10%	\$184,825.00	\$18,483
Construction Administration, Survey Layout, Inspection, & Testing	%	6%	\$184,825.00	\$11,090

SUBTOTAL \$29,572

NON Right-of-Way Improvements

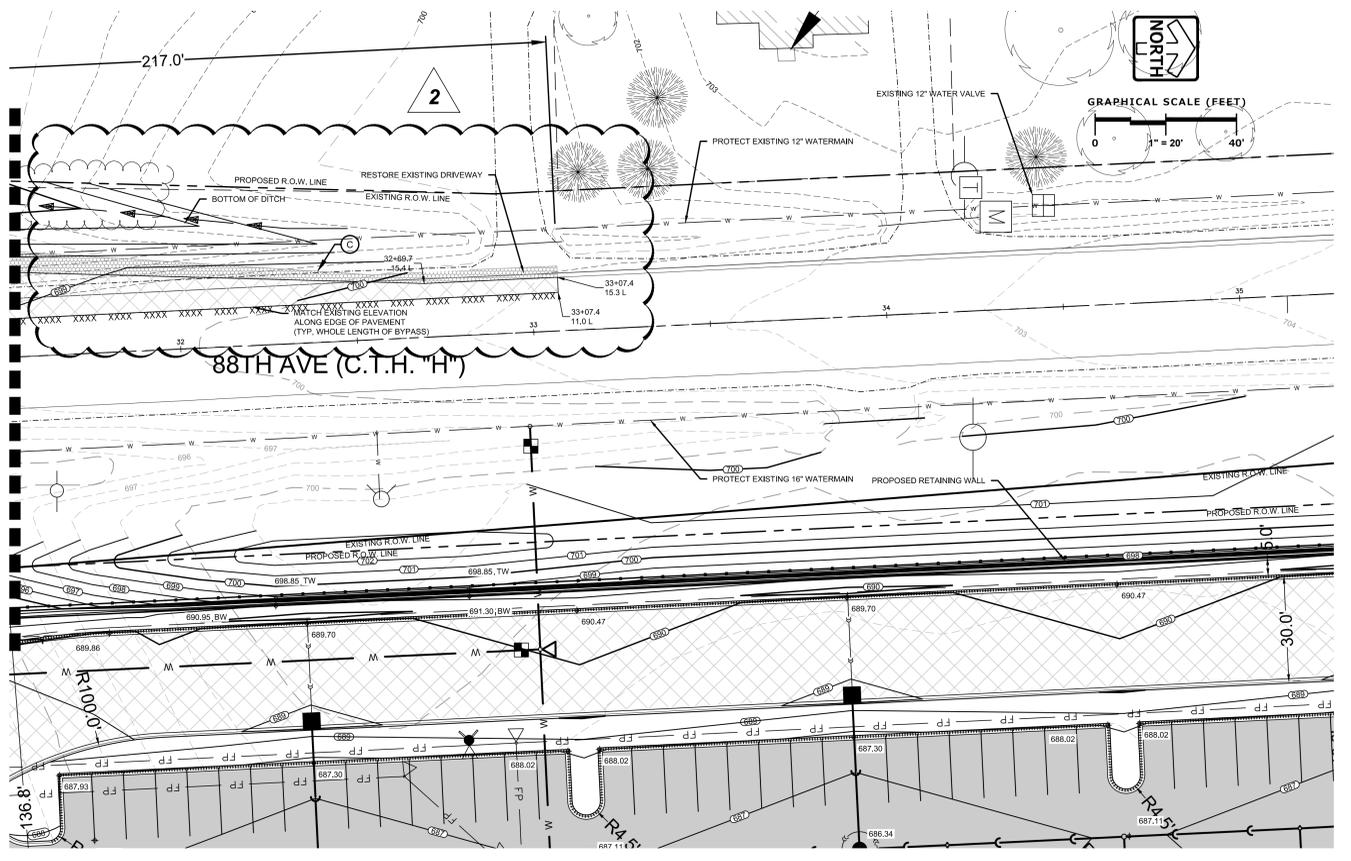
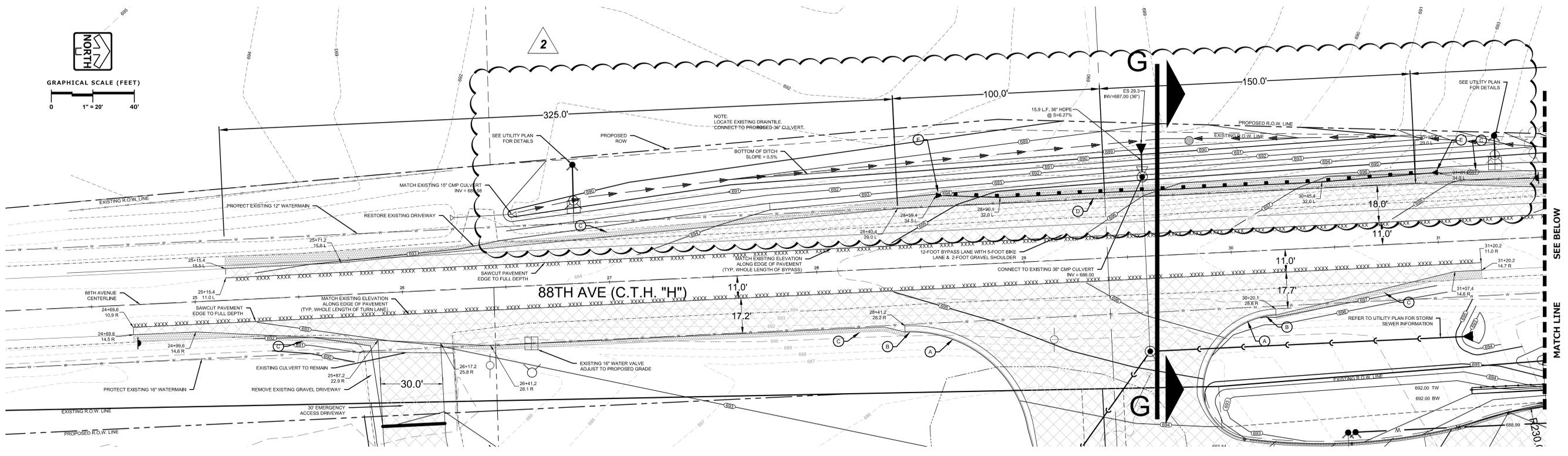
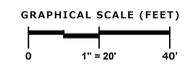
Sanitary Sewer Maintenance Path Reconstruction				
Gravel Removal for Subgrade Preparation	TON	1,244	\$4.00	\$4,978
Subgrade Stabilization	SY	1,778	\$3.50	\$6,222
Gravel Placement & Compaction	SY	1,244	\$5.00	\$6,222

SUBTOTAL \$11,200

SUBTOTAL (NO CONTINGENCY) \$225,597

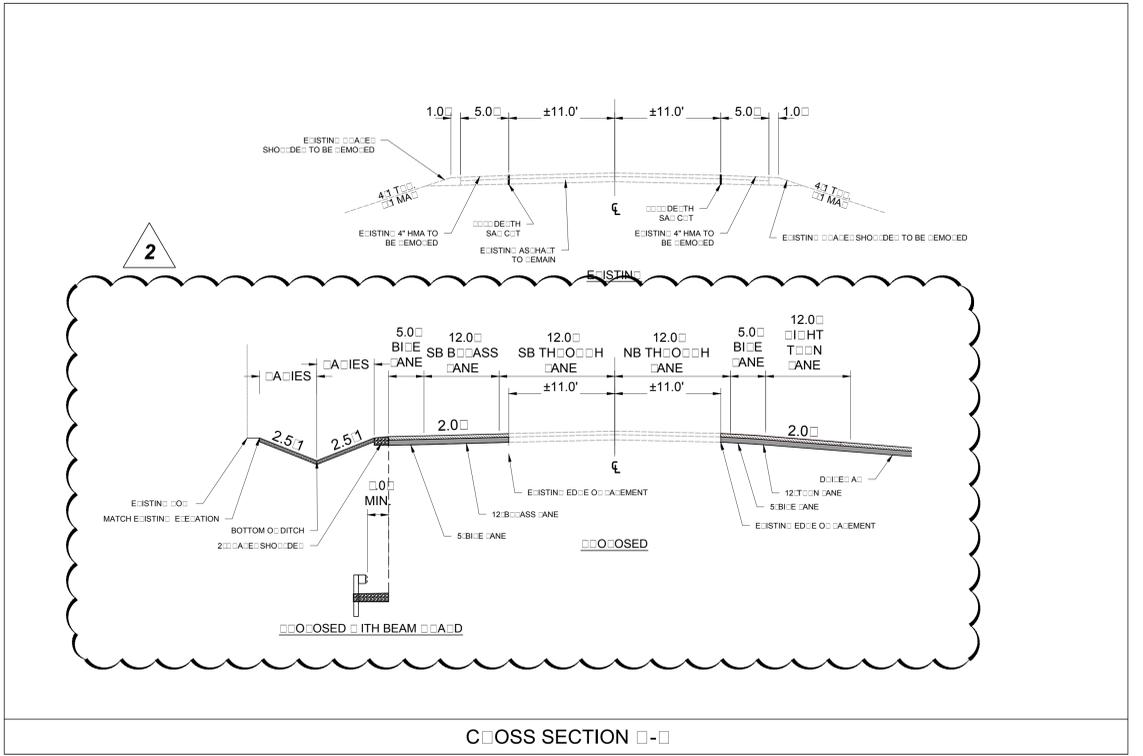
15% ESCALATION CONTINGENCY \$33,840

TOTAL (INCLUDES 15% ESCALATION CONTINGENCY) \$259,437



LEGEND

- HMA PAVEMENT
-2" HMA TYPE 3 OVERLAY
- 30" CONCRETE CURB & GUTTER (WISDOT TYPE J, 6" SLOPED)
- END SECTION CURB & GUTTER WISDOT SSD B4
- EDGE OF GRAVEL SHOULDER
- MIDWEST GUARDRAIL SYSTEM (MGS), TYPE K (SEE WISDOT DETAILS)
- MIDWEST GUARDRAIL SYSTEM (MGS) TERMINAL (SEE WISDOT DETAILS)
- FULL DEPTH SAW CUT



CROSS SECTION

COMMERCIAL CONSTRUCTION CO.
 1191 Crossroads Parkway North
 Suite 100
 Chicago, Illinois 60642
 Telephone: (312) 399-0493
 License No. 2002

CTH 'H' AND DRAINAGE CAN
 ENGINEERING ELEMENTS
 MAESTIC BLDG. ENGINEERING CENTER

Drawing Plot Bar
 Use this plot bar to confirm drawing has not been reduced or enlarged from original. If the plot bar is not 6.00 inches long the original drawing has changed.

DATE: 2/24/11
 CCC JOB NO. 1100A
 SHEET NO. C-4



MEMORADUM

Office of the Village Engineer
Matthew J. Fineour, P.E.

TO: Michael Pollocoff, Village Administrator

FROM: Matthew Fineour, Village Engineer

SUBJ: 47th Avenue Drainage
Service Agreement – Topographic Survey and CADD Assistance

DATE: May 10, 2016

Overview:

The following is a Professional Service Agreement from Clark-Dietz, Inc., to provide a topographic survey along 47th Avenue and Cadd drawing assistance. The field survey is being completed in order for Village Engineering staff to further evaluate and design potential drainage improvements for the area.

The service agreement for the topographic survey and plan preparation assistance is a time and material contract for \$10,000.

Recommendation:

It is recommended that the Village Board approve the Professional Service Agreement with Clark-Dietz, Inc. for \$10,000.

Attachments: Professional Service Agreement

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

Intersection Drainage Survey & Cadd – 47th Ave/116th Street

This Agreement is by and between

The Village of Pleasant Prairie (“Client”)

9915 39th Avenue
Pleasant Prairie, WI 53158

and

Clark Dietz, Inc. (“Clark Dietz”)

759 North Milwaukee Street, Suite 624
Milwaukee WI 53202

Who agree as follows:

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

Agreed to by Client

By: _____
John Steinbrink, Sr.

Title: Village President

Date: _____

Agreed to by Clark Dietz

By:  _____
Mustafa Z. Emir, Ph.D., P.E.

Title: Vice - President

Date: May 11, 2016

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Client is retaining Clark Dietz to provide Intersection Drainage Survey together with Cadd Drafting for 47th Ave/116th Street.

B. Scope

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

- (1) Pick up field Survey for the limits shown on Map provided by Client
- (2) Prepare Topographic Map Showing
 - a. 2015 Aerial Photograph
 - b. All Topo Features Surveyed
 - c. Drainage Features with Invert Elevations and Pipe Sizes
 - d. Contours
 - e. Utilities as laid out by Diggers Hotline Request
- (3) Obtain Lidar Information from Kenosha County to Supplement Data outside limits of survey.
- (4) Provide base map files in PDF format to Pleasant Prairie for Design Markup
- (5) Provide Cadd Services for:
 - a. Title Sheet
 - b. Plan & Profile Sheets
 - c. Detail Sheets
- (6) Provide time for creation of two legal descriptions (if Needed)

C. Schedule

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

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.
2. This agreement does not include the preparation of assessment rolls or schedules.
3. This agreement does not include geotechnical investigations.
4. This agreement does not include easement acquisition appraisals or acquisition negotiations with the affected property owners.

5. All permit fees will be paid by the Client.
6. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
7. No Federal permits are anticipated for this project.
8. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
9. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.
10. This agreement assumes all design being provided by client
11. This agreement does not include title searches and assumes client will provide them for Easements.

E. Electronic Data Format

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

PART II
CLIENT'S RESPONSIBILITIES

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

A. Information/Reports

Provide Clark Dietz with **Drawing showing Limits of Survey**.

B. Representative

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

C. Decisions

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

**PART III
COMPENSATION**

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$10,000.00, without written notice. The price provided assumes 80 hours of cadd and survey time which we will not exceed unless authorized to do so by the client.
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records
Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

WISCONSIN CLAUSE

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

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

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

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2016

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$230.00
Engineer 8	210.00
Engineer 7	190.00
Engineer 6	180.00
Engineer 5 (Kevin)	160.00
Engineer 4 (Emily)	140.00
Engineer 3 (Tom)	125.00
Engineer 2	110.00
Engineer 1	100.00
Technician 6	160.00
Technician 5	135.00
Technician 4 (Andy)	125.00
Technician 3	105.00
Technician 2	85.00
Technician 1 (Adam)	75.00
Clerical	80.00

Notes:

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

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

2015

Vehicles		
Autos		\$0.575/mile
Field Vehicles	\$60.00/day or	\$0.575/mile (per agreement)
Survey Van	\$80.00/day or	\$0.75/mile (per agreement)
Robotic Survey Equipment		\$20.00/hour
GPS Survey Equipment		\$30.00/hour
Nuclear Soils Compaction Gauge		\$50.00/day
CADD Usage		\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")		\$0.10/copy
Color Copies* (8.5"x11")		\$0.50/copy
Color Copies* (11"x17")		\$1.50/copy
Large Format Plotting and/or Copying*		
(12"x18")		\$0.50/sheet
(22"x34" or 24"x36")		\$1.75/sheet
(30"x42")		\$2.50/sheet
(36"x48")		\$3.00/sheet
Large Format Scanning*		
(12"x18")		\$.30/sheet
(22"x34" or 24"x36")		\$1.00/sheet
(30"x42")		\$1.50/sheet
(36"x48")		\$2.00/sheet
Hotels & Motels	}	At Cost
Meals		
Federal Express & UPS		
Public Transportation		
Film and Development		
Supplies		

Notes:

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

