

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
April 1, 2013
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – March 18, 2013
5. **Citizen Comments** (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. New Business
 - A. Consider commencing legal action against the developers of the Whispering Knoll Subdivision due to an Event of Default under the Development Agreement.
 - B. Consider Ordinance #13-10 to amend Chapter 410 of the Municipal Code relating to digital security imaging and storage devices.
 - C. Consider an amendment to the Settlement Agreement between the Village of Pleasant Prairie and the VIDHYA Corporation VIII, Inc. with respect to 10477 120th Avenue.
 - D. Consider Operator License Applications on file.
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 18, 2013

6:00 p.m.

A regular meeting of the Pleasant Prairie Village Board was held on Monday, March 18, 2013. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Peggy Herrick, Assistant Planner; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Wilke, HR and Recreation Director and Jane M. Romanowski, Village Clerk. Three citizens attended the meeting.

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

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

YUHAS MOVED TO APPROVE THE MINUTES OF THE MARCH 4, 2013 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

5. PUBLIC HEARING

- A. Consider Resolution #13-07 approving the request of the Wisconsin Department of Natural Resources for a discontinuance of a portion of 93rd Street between Lakeshore Drive and 3rd Avenue within the Carol Beach Estates Unit No. 5A Subdivision.**

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Peggy Herrick:

This is the request of the Wisconsin Department of Natural Resources who owns the vacant land adjacent to 93rd Street as shown on the overhead between Lakeshore Drive and 3rd Avenue. They are requesting to vacate this street right of way and remove the length that adjoins the block to support several threatened and endangered plant species by creating a more contiguous habitat that will benefit these species.

On the slide it shows that area proposed to be vacated at 93rd Street between Lakeshore Drive and 93rd Street. Pursuant to Map 30 and 32 of the Regional Planning Commission report entitled The Land Use Management Plan for Chiwaukee Prairie, Carol Beach Area of the Town of Pleasant Prairie, this portion of 93rd Street is proposed to be vacated or discontinued when all the adjacent properties are owned by a public entity. And at this time they are all owned by a public entity, the Wisconsin Department of Natural Resources.

Municipal sanitary sewer, water and storm sewer infrastructure were not constructed within said right of way. Upon removal of the roadway the Wisconsin DNR intends to maintain gravel pathways adjacent to this abandoned roadway for pedestrian walkway purposes. The Plan Commission held at their meeting on March 11 recommending that this be vacated.

John Steinbrink:

That being said I will open it up to public comment and question.

Jane Romanowski:

There were no signups tonight, Mr. President.

John Steinbrink:

Anybody wishing to speak on this item? Hearing none, I'm going to close --

Marty Johnson:

Good evening, Marty Johnson, Wisconsin DNR, address 9531 Rayne Road, Sturtevant, Wisconsin, 53177. I just wanted to mention at the last meeting there was a discussion of creating some type of path for the residents to use as a walkway through there. Jean Werbie-Harris and I traded emails. Putting gravel in may be difficult just because of the wetland nature of the area. But we're willing to put in trails in certain areas so that people can access from Lakeshore Drive to 3rd Avenue or 4th Avenue. And I just had a map of a particular location where we're going to put one of our trails. And I didn't know if the Board wanted that now, or Commission, I'm sorry, wanted to see that now. Or I could just leave it.

Michael Serpe:

It's going to be a gravel trail, right?

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Marty Johnson:

Because of the wetland natures I think gravel is going to be difficult to do. But we're willing to mow an area, and then area that has wetness we're going to put a footbridge over there so that people can get across it so they won't have to walk through any swales or anything like that.

Michael Serpe:

Isn't that road gravel now?

Marty Johnson:

It is gravel right now, but for us to leave a path in that particular location would be extremely difficult with the equipment that they're using. Because they'll be basically scooping up -- contractors are basically planning on working from 3rd or 4th Avenue and moving eastward. And so they're basically scooping out not working in the prairie at all and not leaving anything there. So with the size of the buckets it would just be extremely difficult to leave anything that would be workable.

Mike Pollocoff:

Have you guys, the DNR, explored the option -- have you picked a contractor yet?

Marty Johnson:

We have.

Mike Pollocoff:

Because I think you wouldn't have to put a new path in. I think it would just be reducing the size of the bucket that you're working on to excavate that size and leave a three foot, four foot remnant of the road there and that would be your path. You'd have less material to haul out of there. You should be able to get a better price for less excavation, and you wouldn't have to put a path back in. You wouldn't have to go through the trouble to do that. It might be the least costly alternative to approach that problem. Unless your goal is to rip everything out and then --

Marty Johnson:

Well, that was the initial goal of the project that we would have a linkage. Leaving a path there would basically still leave a barrier between the two. Obviously it would be smaller, but it would still be somewhat of a barrier compared to --

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Mike Pollocoff:

If you take it all out you'll never really -- I mean if you put chips down or just let people walk around realistically there's not going to be a path across there once it's dry.

Marty Johnson:

Well, we were looking at doing a different path, different location, little higher ground.

Michael Serpe:

Mike, does that road have any problems now with water going over the top?

Mike Pollocoff:

No, well, I mean you know if we get a lot of rain. All those roads have water on them when it's bad.

Marty Johnson:

The area marked in red is basically little higher ground. We've had a lot of trees that we've been slowly clearly out, and so it would provide an option for us to put a path through there. But then also, like I said, if there's any location where it might be a little wet we can put a footbridge. If you look further down on Lakeshore Drive there's kind of a clump of trees in that block to the south. We own around that block. That's also higher ground. And we're willing to put a path down there as well. So that would be two locations where people could get from Lakeshore Drive to the next road over.

Monica Yuhas:

Peggy, would you mind giving Marty the pointer so I could see on the map where he's talking. Thank you.

Marty Johnson:

There we go. So for the north path there's a house right here so the path would come across and over. And then you can't see on the map further down south. We'd be willing to put in another path on higher ground that would provide access from Lakeshore to 3rd Avenue and then also 3rd Avenue down here, but basically going like this. Kind of a jagged mark.

Michael Serpe:

Did you say you're getting close to a house coming across there?

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Marty Johnson:

Yeah, and we could even move it over a little bit, too.

Michael Serpe:

Marty, this amazes me. If you have the road already there, like Mike says why don't you use the gravel that's already there, avoid the path next to the house. I don't know how the people are going to feel about a path going next to their house.

Marty Johnson:

That's a good point. I guess the intent of the project was to remove the road completely. And so by leaving a portion of it it still doesn't achieve completely the goals that we're looking for.

Michael Serpe:

I think you could do this relatively cheaply if you just --

Mike Pollocoff:

Where are the new paths you're proposing were they going to be gravel as well?

Marty Johnson:

Because of the wetland nature we couldn't address putting fill in there for a path. So that's kind of a catch 22 there for us.

John Steinbrink:

Clyde?

Clyde Allen:

Thank you. I guess my question would be why would you not leave a portion of 93rd Street there as your footpath, dig out a portion so the two areas can be connected and put your footbridge over that? And that way you do have your one area that's completely across with just putting in a footbridge just there. I guess that saves the money and it sounds like it's the most reasonable thing to do.

Michael Serpe:

John, this isn't obviously going to cost us anything except if you're considering putting a footpath where this is marked on this paper I think we have to consider that house that's presently there that you're going to be coming relatively close to. Marty, I would highly recommend you use part of that road for your crossover. Give it some thought.

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Marty Johnson:

Well, the dilemma that we run into is that we're in a tight time frame. Contractors are ready to go out and start working. We're trying to get work done by the end of this month which obviously is not going to be very easy. We can talk to the contractors about leaving that. They haven't started anything. They probably aren't going to start until later this week if everything works out. But I guess from your standpoint a path is something that is desired, a gravel path.

Michael Serpe:

Yeah, it's fine.

Mike Pollocoff:

Only because it's there already. If we just make it wide enough so that's all it is. I mean we don't want people driving on it either. But if we end up with a three foot path it doesn't really -- I mean it's not going to have a lot of traffic on it. But if the path right now, the gravel drive is 14 feet you think?

Marty Johnson:

From side to side it's roughly about 22.

Mike Pollocoff:

22, so if you take out 18 feet, 19 feet, just have them a bucket should be eight feet, so you have two runs with a bucket with a front end loader and just a little bit more it's just all the less they're going to have to take out. And you don't have to put anything back in to create a path because it would be there. I mean I'm not opposed to you guys making it a narrow path. It should be just a walking path to get from one place to another. But as opposed to recreating another path, especially if it's going to be close to a house. If it goes close to the house if you have to go farther north then you're not too far from the next cross street.

Michael Serpe:

Marty, just curious, what's the contract cost of this?

Marty Johnson:

We have a contract from Franks [inaudible] and it's running roughly about \$17,000, \$18,000.

Mike Pollocoff:

Does it endanger a grant if you leave the road there?

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Marty Johnson:

I'd have to check on that. Possibly. This was one of the key points of the grant, complete removal of the road. Obviously a reduction in size is better than nothing, but it doesn't have the same benefit as having a complete connection.

Monica Yuhas:

Marty, has anyone been in contact with the homeowner that would be affected with this path?

Marty Johnson:

No. And we thought it over, and obviously we didn't think it completely through. We have other locations. Like I said we are in the process of buying several of these lots here going all the way up to the next street to 91st Place. So we do have locations here that we could put a path, higher ground, that wouldn't be right next to the house.

Michael Serpe:

You already got the path made. Just make it smaller. Is there going to be a problem if we tell you that we'd rather see the path right where the road's at?

Marty Johnson:

I can't tell you that. There may be just from the standpoint the grant was written in a way that the road would be removed completely.

Michael Serpe:

Okay. I've got to be honest with you, what Monica just brought up, if that homeowner doesn't mind that path -- how close is it going to be, within 10 or 15 feet to the home, 20 feet?

Marty Johnson:

We could make it two lots away from the home.

Michael Serpe:

Two lots so about 90 feet?

Marty Johnson:

Yeah.

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Michael Serpe:

Oh, that's a little different story.

Marty Johnson:

No, no, no. The way I have it on the map here you're correct. But we can move it two lots to the north.

John Steinbrink:

That's after you purchase the other lot.

Marty Johnson:

Right. But we have an option out there, and they're willing to sell, so I think it's pretty much a done deal.

Michael Serpe:

Well, that would probably be a better option, that way you're not affecting anybody. I'm just trying to save you some work and some money here but obviously --

John Steinbrink:

Any other questions for Marty?

Steve Kumorkiewicz:

I don't get too much indication that the [inaudible] going across Lakeshore. That shouldn't even be there.

Marty Johnson:

Correct. The extent for road removal would be basically kind of up to where it's paved [inaudible] the way to Lakeshore.

Steve Kumorkiewicz:

That red arrow shouldn't even be there. Somebody [inaudible] right by a house. I think that somebody's got to think a little better than that.

Peggy Herrick:

That as my arrow drawn on there [inaudible]. Yes, that's mine showing you generally where 93rd Street is.

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Marty Johnson:

There's a paved apron right here, and obviously we'd stop at that point and probably a little before that.

Steve Kumorkiewicz:

Okay, thank you, Marty.

Michael Serpe:

Would it be acceptable if we approve this with the alternate path cutting through, the one not close to the home?

Mike Pollocoff:

Yeah. That would be your recommendation.

Michael Serpe:

You can make an okay on that one and you can't make it okay on the road?

Marty Johnson:

Yeah. Unfortunately from the standpoint, like I said, the whole intent was to provide a connection between the two blocks, and having a path there is not going to meet that.

Michael Serpe:

Move approval of 13-07 with the alternate --

John Steinbrink:

Hold it. Public hearing.

Michael Serpe:

I'm sorry.

John Steinbrink:

Thank you, Marty. Anybody else wishing to speak?

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Terry McMahon:

Hi, my name is Terry McMahon at 6407 107th Street. In regards to this plan I just want to ask if it's going to come back to you people for final approval before the work starts.

John Steinbrink:

Okay, thank you. Anyone else. Hearing none, I'm going to close the public hearing and open it up to Board comment or question.

Michael Serpe:

I'd move approval of 13-07 with the alternate path being further north than what it's planned.

Steve Kumorkiewicz:

I second that.

John Steinbrink:

Motion by Mike, second by Steve, any further discussion on this item?

Monica Yuhas:

I have an issue with the homeowner not being notified.

Michael Serpe:

That's why it's going further north. It's going to be 90 feet away.

Monica Yuhas:

If the property is purchased, if and when.

Michael Serpe:

They already own the property.

Monica Yuhas:

No.

John Steinbrink:

They have lots further north they're going to purchase in order -- that would be the condition of moving the trail.

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Michael Serpe:

I misunderstood.

John Steinbrink:

You want your resolution to read --

Michael Serpe:

I'll withdraw my motion. Can we make the approval contingent upon favorable response from the property owner where they want to put the path until they buy the property, right?

Monica Yuhas:

That's fine, yes.

John Steinbrink:

Is that okay with the second.

Steve Kumorkiewicz:

Yes.

John Steinbrink:

Same motion, we're just clarifying it.

Marty Johnson:

If I provided the copy of the option would that help in terms of convincing the Village that we're --

John Steinbrink:

The Board wants to see it going north.

Marty Johnson:

Right.

John Steinbrink:

We're taking your word for it you're going to buy those lots.

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Marty Johnson:

I can still provide the option.

John Steinbrink:

And if you do buy those lots then you would put the trail farther north so it doesn't affect that property owner.

Marty Johnson:

Okay, thank you.

John Steinbrink:

Any other discussion?

SERPE MOVED TO ADOPT RESOLUTION #13-07 APPROVING THE REQUEST OF THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR A DISCONTINUANCE OF A PORTION OF 93RD STREET BETWEEN LAKESHORE DRIVE AND 3RD AVENUE WITHIN THE CAROL BEACH ESTATES UNIT NO. 5A SUBDIVISION SUBJECT TO THE TRAIL TO BE LOCATED ON THE NORTH LOTS CURRENTLY UNDER AN OPTION TO PURCHASE BY THE DNR AND WITH THE APPROVAL OF THE HOMEOWNER JUST TO THE SOUTH OF THE 93RD STREET DISCONTINUANCE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

6. CITIZEN COMMENTS

Jane Romanowski:

No signups tonight, Mr. President.

John Steinbrink:

Anybody wishing to speak under citizens comments?

7. ADMINISTRATOR'S REPORT – None.

8. NEW BUSINESS

A. Consider 2013-2014 Property and Liability Insurance proposals.

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Kathy Goessl:

Mr. President and the Village Board, I have in front of you a proposal for insurance, liability and property insurance. This is a first year of a new three year bid cycle for insurance, therefore we actually went out and requested proposals from all interested companies. We actually had three brokers working trying to get bids from different insurance companies. One of the brokers actually was also asking for a bid from Liberty. But actually Liberty is at the current time not bidding on municipalities anymore, and actually non-renewing municipalities. They do not want most of their business to be Workman's Comp. They want their business to be more balanced. So we were not able to get a quote from Liberty. There were a number of other insurance companies that some brokers were going after, too.

And at this time in the insurance market they were saying that our claims were actually a little bit too high for them to bid. They were looking for none or very little claim activity on an account. So only two companies submitted proposals for liability coverage this year. And the premiums are listed on the letter that I have enclosed in your packet. One came from our current carrier, League of Wisconsin Municipalities for a total bid with property coverage of \$480,229. And Community Insurance which we had before Liberty probably five or six years ago they came in with a bid of \$526,739.

I'm actually recommending the League, the lower priced company. We've been with them for three years. We've been very happy with their service in terms of claims processing, and also on the front end helping us with loss control and meeting with our managers to help them identify areas of improvement to help us not have a loss. The chart up front shows you the premiums from last year from the league, and it compares it to the current proposal from the League of Municipalities.

The liability coverage from the League went up a little, and that's based on our exposures like more payroll, more miles of road, that kind of thing. Workman's Comp. from the league is our largest increase in premiums. Overall our premium is looking at a 9 percent increase compared to last year, but it's all factored mainly into Workman's Comp. And that's really uncontrollable by the actual bidders. They have set formulas they have to work with to bid Workman's Comp.

Our payrolls went up, that's probably one third of the reason that we went up. But one of the bigger reasons is actually the rates per category went up. And those rates per category is set on a statewide level based on claims and experience for all municipalities in the State. So we don't have any direct effect on that. Well, we're a very small portion of that, but those rates actually went up across a lot of our categories. Our actual Workman's Comp. mod stayed very similar, so the major reason was the change in rates which are set by the State.

For property insurance we're looking at an increase in property insurance. The property fund is reviewing and changing as we pretty much speak at times. They had a big huge loss, a flood loss actually, of over \$11 million, a high school up in the suburbs of Milwaukee. So they actually have eliminated flood coverage which we've had in the past. So if you're in a floodplain which a couple of our lift stations are and our compost building out on Springbrook they will not cover that for flood damage.

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Then they also have limited our coverage for inundation of water. If like you have a large ten inches of water falling, that's what happened at the high school up in Milwaukee, and that rain came down so fast that it came into the building and did a lot of damage. They limit that coverage to \$1.5 million. We did have another quote from Chubb. The Chubb quote was higher than what we currently have here. The quote here for the Local Government is \$37,465 whereas Chubb was \$58,916. So it's a big premium increase. So I'm recommending the property stay with the Local Government with the increase in risk in terms of flood for a couple of the stations and inundation of water.

Auto physical damage I'm actually recommending to switch to the League. The League now has a program that will offer similar coverage as the Local Government at a cheaper price, a savings of \$7,700. They will be offering us replacement cost on the fire trucks and the ambulances that we have. So I'm recommending the League for that.

And then for boilers and crime we're looking at the same carriers, Liberty for boiler and CNA for crime with a slight increase of \$400 and some. So overall we're looking at a premium increase of \$39,577 over the previous year. But we are budgeted at a higher amount than that. We're actually budgeted at, it's in the letter. The Village budget is a half a million dollars, \$502,706 which is \$20,000 less than what we current have as a proposal set forth.

As for dividends the League is estimating a 10 percent dividend, about \$40,000. It's all based on experience and longevity that we have with the League. This previous year, 2011, we did not get a dividend. The experience with the League wasn't that good to offer a dividend. This coming year they're expecting some kind of dividend to be paid out. So I have Rick Kalscheuer here from R&R Insurance. He's the representative that has brought forth this bid with the League, and has also brought forth the Liberty and CNA quotes for boiler and crime. The only quote that he did not bring forth was Local Government Property Insurance Fund.

Mike Pollocoff:

Kathy what was the, and I think it was in '11 or maybe it was '10, I lost track of it, but didn't the State on the same fund that's getting limited on Property Fund didn't they give us a rebate?

Kathy Goessl:

Yeah, they gave us a pretty substantial rebate like \$30,000 or \$40,000 if I can recollect, yeah, two years ago.

Mike Pollocoff:

And now they're raising rates because they're --

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Kathy Goessl:

Now they're raising rates because they had a huge claim, and they're re-evaluating how they do coverage.

Steve Kumorkiewicz:

Give the money back. They give it to us and they took it back.

Kathy Goessl:

Yeah, they took it back. They're also re-evaluating -- because right now they're pretty trusting of the municipalities what their values are. And I don't know if they'll be changing this as doing actual appraisals on some stuff. Because they're figuring maybe some companies -- whatever we report in they'll still replace it even though you might have reported and paid premiums on a lower amount. So they might be re-evaluating that area, too. Rick might be able to explain better what they're all doing with the Local Government Property Insurance Fund if you have any questions for Rick.

John Steinbrink:

Rick, you want to come up? Just give us your name and address.

Rick Kalscheuer:

R&R insurance in Waukesha, and we're the representatives for the League of Wisconsin Municipalities insurance program. Just to dovetail with what Kathy was saying, Mike, you are correct that the Property Fund declared a premium holiday I think two years ago. And the Insurance Commissioner now looks at it, and they're about short the amount of money they gave back on the, quote, premium holiday. That and the loss that Kathy referred to up in Milwaukee was about an \$11 or \$12 million loss. And because of that -- it was actually Nicolet High School, and they actual call it the Nicolet change or the Nicolet endorsement. They're limiting your coverage for inundation of water to a million and a half dollars.

Steve Kumorkiewicz:

Whatever happened in Milwaukee is going to affect us, correct?

Rick Kalscheuer:

That was with the Local Government Property Fund. And the Local Government Property Fund is a quasi-state program, and the only people that are allowed to participate in it are public entities or what I would call quasi-public entities. I believe Lambeau Field, when I talked with the people at the Insurance Commissioner's office, Lambeau Field is insured in the Local Government Property Fund.

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Kathy Goessl:

Rick, do you see any other changes coming down the line for the Local Government Property Insurance Fund?

Rick Kalscheuer:

I think they'll probably be -- from what we can see right now I think there will probably be increased rates in the future. I think you're right that they will end up doing appraisals or asking communities to get their properties appraised because some communities have under appraised their property. So they want to make it fair so that one community isn't paying too much, one community's paying too low because they have their property under appraised. They're going to try to clear it up. And I just want to make everyone aware, the Local Government Property Fund does not use any type of agents. While we're fans of the Local Government Property Fund I don't represent them. I can't tell you what their philosophy is. I can only relate to you my experience from working with other public entities.

John Steinbrink:

Any other questions?

Clyde Allen:

I make a motion to approve the proposal as recommended by staff.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike. Further discussion?

ALLEN MOVED TO APPROVAL THE RENEWAL OF THE VILLAGE'S LIABILITY AND WORKER'S COMPENSATION INSURANCE WITH THE LEAGUE OF WISCONSIN MUNICIPALITIES AND THE PROPERTY INSURANCE WITH THE LOCAL GOVERNMENT PROPERTY FUND; THE LEAGUE TO SUPPLY AUTOMOBILE PHYSICAL DAMAGE INSURANCE AND RENEWING THE BOILER AND MACHINERY AND CNA FOR COMMERCIAL CRIME WITH LIBERTY INSURANCE; SECONDED BY SERPE; MOTION CARRIED 5-0.

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- B. Receive Plan Commission recommendation and consider Ordinance #13-09 amending Section 420-148-B (25.1) of the Village Zoning Ordinance to allow the Plan Commission as part of the Conditional Use Permit to extend the hours of operation of convenient cash businesses, on a case by case basis and require all new and expanded convenient cash businesses to comply with the Village's Security Ordinance, Chapter 410 of the Village Municipal Code.**

Peggy Herrick:

Thank you. On March 11th the Plan Commission held a public hearing and recommended that the ordinance be changed to allow cash convenient business requirements to be amended. Currently there's a lot of facilities that fall under cash convenient stores like the Payday Loans, the cash for gold and things like that. The other thing that falls into this are resale of, for instance, musical instruments. And those types of business that still fall under this cash convenient that we want to keep under this cash convenient so they have to follow all the other regulations set forth, some of those businesses that are really retail operations do a lot of their business during the weekend hours.

Currently the ordinance does not allow any Sunday hours for operation and limits the hours from 9 to 2 p.m. on Saturdays. This amendment recommends that the Plan Commission may on a case-by-case basis expressly approve the extended hours as part of their conditional use permit. So, for instance, going back to this music store a gentleman from Music Go Around who is currently in the City looking possibly to relocate in the Village would like to be open on Sundays and have that consideration made by the Plan Commission if he brings forward a conditional use permit.

The other amendment that we're proposing is that any new or expanded cash convenient business shall comply with the requirements of the Village's security ordinance which is Chapter 410 of the Village ordinance. This does allow and helps the community in surveilling the parking lot and the entrances of these businesses that would help in any incidences that may occur out there to our Village Police Department. Again, the Plan Commission held a public hearing and is recommending approval of the ordinance amendment as presented.

Michael Serpe:

Peg, I was at the Plan Commission and I know we made the approval. But what's the difference with what this company's going to do than the Piggly Wiggly or Kohl's or SuperValu? They're getting a product in and they're selling it out.

Peggy Herrick:

No, they can purchase used equipment [inaudible].

Michael Serpe:

Play It Again Sports is another one, it's not in the Village, though.

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Peggy Herrick:

Right, but if they wanted to come to the Village they would not be able to be open on Sunday unless the Plan Commission gave them approval to do so.

Michael Serpe:

I understand that. But I'm looking at this business as no different than any other retail businesses out there. They're not loaning cash out on Sunday, they're not the Payday Loans. This isn't the same, at least I don't see it.

Peggy Herrick:

But our definition for a cash convenient includes second hand. They have to have more than 40 percent of their inventory used, and almost 80 or 90 percent of their inventory in like Play It Again Sports or Music Go Round are second hand [inaudible]. And the ordinance includes [inaudible] Payday Loans and jewelry stores based on certain amounts [inaudible]. So this would allow the Plan Commission at a conditional use permit procedure to possibly extend the hours for those that are more typically retail uses.

Michael Serpe:

Okay.

Monica Yuhas:

Motion to approve Ordinance 13-09.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Clyde?

Clyde Allen:

Thank you, Mr. President. Mike or I guess I'd like to get an opinion. Could this come back and bite us as being prejudicial to other businesses that we may want to be close to the guidelines and they be denied?

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Mike Pollocoff:

Well, to me the significance in this is that it separates itself from a Payday Loan because you're not loaning money out, and these businesses are not pawning this instruments or music out. The gap between this and say Sony, Sony is all rehabbed and refurbishes equipment. I don't know how much is refurbished, if these people take it as and sell it as is or if they refurbish it. So maybe I think the real question that we may want to think about is do we want to have these businesses in that ordinance that governs the Payday Loan group or not. As far as hours, our hours are a lot more strict than what we're talking about. We restrict hours at midnight. You can go up to midnight on Saturday, right?

Peggy Herrick:

Correct.

Mike Pollocoff:

Correct. And we're talking about not going that far on this. So if there's a difference it would be between a Payday Loan store or a pawnshop versus Music Go Round to take any musical equipments in from kids and then reselling it to another group of kids. They're not holding this for money to get it out of hock. They put it in and take it out. And maybe the policy question is as we cast that net to control the Payday Loan businesses and the pawn shops and the gold and silver and all that stuff we might have cast it a little too broad including these guys in. And I think that really is the question that we want to think about and whether or not those guys get carved out and they can stay with the retail businesses.

Peggy Herrick:

And I guess we talked about that and who do you carve out? Okay, so now we know musical instruments and maybe sporting equipment, is there going to be someone else the next month and the next month. And all of a sudden we need to start carving these things out. So that was one of the reasons we came up with what the Plan Commission at the public hearing based on the facts that are presented determined if this use is acceptable in this location and the hours set with specific hours. Most of these places aren't looking to be open until midnight like is allowed in that district. Most of them want to be open until like 6 o'clock at night and they want to be open on Sundays. I'm talking about like the Play It Again Sports and the Music Go Round. So we recommend going this route instead of having to come back, okay, now it's someone selling furs. Now it's someone selling records. Now it's someone selling used CDs. That's why we as a staff had talked about going this route.

Clyde Allen:

Okay, I understand --

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John Steinbrink:

What would the difference be for used car lots? Where you buy a car and you turn around and sell it.

Peggy Herrick:

That doesn't classify. There are certain things listed in the secondhand ordinances of the State and the municipal ordinances that limit certain things, and automobiles is not one of them. Same with secondhand clothing that is not covered in this either. There are some exceptions that are specific in the State ordinance that we carried through to ours.

Clyde Allen:

I just have the fear that somebody decides they're going to sell a musical instrument to this place, but they decide they want to buy it back for a 10 percent premium. What's the difference between that and a pawn shop. Just raising the question I don't want it to come back and bite us.

Mike Pollocoff:

Well, a pawn shop they're holding it for you, and you've got a certain amount of time to come back and get it, and they're going to be a fee associated with that. My understanding of the Music Go Round or Play It Again is the market rate established for a used treadmill or a clarinet, and if you sold it for less you got what you got. But if you want to buy it again, I don't know if they refurbish them or fix them back up.

Michael Serpe:

The guy who came forward is satisfied with what we did. The difference between a Payday Loan and a pawn shop is they chase the poor. This musical instrument exchange is not doing that. And this is fine for now, but in the future like Clyde said I just hope it doesn't come back to bite us. But I move approval of 13-09. Or Monica already did, I'm sorry.

John Steinbrink:

I think we already had a motion and a second. Any further discussion?

Steve Kumorkiewicz:

There's a difference, too, in the [inaudible] shop there's got to a minimum of a mile between them. There is a difference between the physical location or the office, correct?

Peggy Herrick:

There is a physical location of cash convenient stores of daycare, churches, school and any other cash convenient stores. Distance between, correct.

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Steve Kumorkiewicz:

One mile.

Peggy Herrick:

Well, 300 feet to a church or a daycare, and half a mile to any other cash convenient business.

Steve Kumorkiewicz:

Half a mile, thank you.

John Steinbrink:

Other comments or questions.

YUHAS MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #13-09 AMENDING SECTION 420-148-B (25.1) OF THE VILLAGE ZONING ORDINANCE TO ALLOW THE PLAN COMMISSION AS PART OF THE CONDITIONAL USE PERMIT TO EXTEND THE HOURS OF OPERATION OF CONVENIENT CASH BUSINESSES, ON A CASE BY CASE BASIS AND REQUIRE ALL NEW AND EXPANDED CONVENIENT CASH BUSINESSES TO COMPLY WITH THE VILLAGE'S SECURITY ORDINANCE, CHAPTER 410 OF THE VILLAGE MUNICIPAL CODE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

C. Consider Resolution #13-08 to initiate a zoning text amendment to clarify home occupation requirements.

Peggy Herrick:

The Village staff is proposing to clarify the home occupation requirement. Home occupations are currently allowed in agricultural and residential districts for homeowners or occupants who reside in the home that they're requesting the occupation in. Home occupations are intended to be incidental to the residential character of the area.

It has come to light that there's been some misunderstanding or some clarification needed that a home occupation is intended to be for someone who lives in the home. so we are looking just to clarify the ordinance that that is the intent by putting additional language in there that further explains that the intent of home occupation is to be done by the person who lives in the home. So this resolution is proposing to clarify and amend the home occupations requirements and is referred to Village staff for further study and recommendation. We will bring this forth at a public hearing when that proposed language is ready to be heard.

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John Steinbrink:

Are you saying that it's the homeowner working out of his home? Can he have employees bringing into the home to work out of their also?

Peggy Herrick:

Currently the ordinance allows for two non-residents to be employed as part of the home occupation. But it always has been the intent that the person that we issue the home occupation to is someone who lives at the home, not a secondary home that they may sleep in one night a month, one night a week. It needs to be the home where they reside. And so we want to get that clarified so there is no misunderstanding or room for other interpretations of the zoning ordinance.

Monica Yuhas:

Motion to approve 13-08.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

YUHAS MOVED TO ADOPT RESOLUTION #13-08 TO INITIATE A ZONING TEXT AMENDMENT TO CLARIFY HOME OCCUPATION REQUIREMENTS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

D. Consider Sewer D Access Maintenance Path Wetland Mitigation Bank Credit Purchase.

Mike Spence:

Mr. President and members of the Board, the completion of the Sewer D path in 2010 -- or I should say to finally complete that path [inaudible] acres of wetlands. And the reason for the path is to allow public works to clean the siphons underneath the ditch on a periodic basis. So the figure up on the wall there area 1 is where we crossed the existing ditch there where Sewer D used to discharge. That's approximately .48 acres of wetlands that we have to fill in to complete the maintenance path. And then on the east side of the property there's .09 acres of wetlands that need to be filled in because of the path.

The DNR and the Army Corps of Engineers require mitigation when you do fill in wetlands. And they stipulate a particular ratio of mitigation. In this particular case the ratio was 1.32 to 1, which results in a mitigation amount of .75 acres. We managed to secure a credit with the Northland

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Wetland Mitigation Bank which is in the northern part of the State. So we need .75 credits. They charge \$50,000 per acre. So what I'm recommending that the Board approve the purchase of .75 credits at \$37,500 so we can complete this project.

Just as a further bit of information, in doing the mitigation there's a number of options. We could have chose to mitigate on site, but my experience and individuals that I've talked to to do onsite mitigation would end up being more costly. You have to go through a very severe or very strict planting guidelines. There's testing and there's maintenance requirements that go on for a period of ten years. So even though this is a lot of money, it's my estimation that it would end up being less than having to do onsite mitigation. So I'm recommending that this credit be purchased from the Mitigation Bank.

Michael Serpe:

So moved.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica. Further discussion?

Steve Kumorkiewicz:

I don't quite understand where the money [inaudible].

Mike Spence:

Excuse me?

Steve Kumorkiewicz:

I don't quite understand where the money is coming from. Where are we going to get the money?

Mike Spence:

This money comes from the sewer utility.

Steve Kumorkiewicz:

Oh, the sewer utility?

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Mike Spence:

Yes.

Steve Kumorkiewicz:

Okay, thank you.

Mike Pollocoff:

Part of the project to construct that main to abandon this treatment plant. I mean it's still money.

Steve Kumorkiewicz:

That's why I want to make sure of that. Thank you.

John Steinbrink:

We have a motion, we have a second.

**SERPE MOVED TO APPROVE THE SEWER D ACCESS MAINTENANCE PATH
WETLAND MITIGATION BANK CREDIT PURCHASE; SECONDED BY YUHAS; MOTION
CARRIED 5-0.**

**E. Consider an award of contract to design the Park and Ride facility in Prairie
Springs Park.**

Mike Spence:

Mr. President and members of the Board, back on January 21st the Board executed an agreement with the DOT so that the Village could receive funding for the Pleasant Prairie Park and Ride which is to be built off of Terwall Terrace just south of RecPlex. Now that that agreement has been executed, the next step was to hire a consultant to do the design of the park and ride.

It was a two step process that we undertook to hire a consultant for this project. The first step was to evaluate the firms based on their qualifications. And then the second step was to open up a compensation requirement. This particular project because the Village is paying for the design we were allowed to ask for compensation. A lot of times when there's State or federal money it's strictly qualifications based.

So we received three proposals from RA Smith National, Crispell-Snyder and Benesch. We had a selection committee that reviewed the proposals, and RA Smith National was the consensus firm based on qualifications. In addition, we did open up their compensation, and their compensation of \$173,841 was also the low amount. I also want to note that in our budget the estimated engineering services was right around \$200,000. So we are in good shape as far as the budget.

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RA Smith National actually did some of the preliminary engineering for the park and ride. They have extensive experience. There are environmental capabilities because there will be some wetland challenges on this project. So we believe that they will do a good job. This is the schedule for the contract. It's a fairly ambitious schedule, but we're hoping ultimately where it says final PS & E that's planned specifications and estimates. And basically what that is is that's the last step prior to advertising for a contractor. So it is our goal to build this facility next year. Gary Raasch from RA Smith National is here if you have any additional or have any questions for the consultant. Or I'd be glad to answer any other questions from you.

John Steinbrink:

Gary, anything further to explain? Any questions for Gary? Hearing none, thank you for being here.

Michael Serpe:

Isn't some of this funding coming from the County?

Mike Pollocoff:

The County gave us their grant for \$450,000.

Mike Spence:

It's actually \$371,000.

Michael Serpe:

I would move approval for RA Smith.

Clyde Allen:

Second.

John Steinbrink:

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

SERPE MOVED TO APPROVE AN AWARD OF CONTRACT TO R. A. SMITH TO DESIGN THE PARK AND RIDE FACILITY IN PRAIRIE SPRINGS PARK; SECONDED BY ALLEN; MOTION CARRIED 5-0.

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F. Consider an Award of Contract for the Cooper Road Sewer Rehabilitation Phase 2 Project.

John Steinbrink, Jr.:

Mr. President and members of the Board, the Pleasant Prairie Sewer Utility is planning a second phase of the multi-year rehabilitation project for the Cooper Road drainage basin. The area is generally located north of 85th Street to 76th Street along Cooper Road west to 56th Avenue. This year will include relining of sanitary sewer mains on Cooper Road from 79th to 85th Street. And there's an attached map up there showing the location.

The sewer was originally constructed in the '50s, and the whole project, the whole basin itself is about two and a half miles of clay sewer main and a couple hundred of six inch clay laterals. The area has been subject to sewer backups and high sewer flows during rain events. The flow will increase almost ten times higher than during dry conditions. The suspected causes of these high flows are infiltration of ground water into the sewer main's laterals and illegal sump pump connections.

On February 28th three bids were received for the installation of approximately just under 2,600 feet of sanitary sewer main and rehabilitation of 117 vertical feet of sanitary manhole. We received three bids. The first was from Visu-Sewer for \$81,035; Terra Engineering and Construction \$90,867; Michels Corporation for \$96,888. The approved 2013 sewer utility capital budget for this project was \$100,000. Visu-Sewer has completed sanitary sewer relining in the past. More specifically last year they did a really nice job with it.

Pipe relining has become a very popular rehabilitation method. It's much cheaper than reconstructing it. A new liner is pulled into the existing sewer main and cured into place. It's really the most cost effective method and is recommended for this project. So I recommend a contract be awarded to Visu-Sewer for sanitary sewer lining services and manhole rehabilitation in Phase 2 of the Cooper Road sanitary sewer rehab project not to exceed \$81,035. I can answer any questions.

John Steinbrink:

Do you want to just explain the process they go through with this?

John Steinbrink, Jr.:

Sure, is there another map associated with this? There you go. What they do is I'm going to start off with the picture on the left. They have a truck and they have a liner. So if you can imagine what a clay sanitary sewer looks like it's pieces of pipe about two feet together stacked in two feet. So there's a lot of infiltration that happens with that. They take the liner in the truck and it's actually inverted. They put some epoxy on it, and then they invert it through an inverter. It's the upright blue thing off to the left. And then they come down and then they pull it through the entire sanitary sewer. They fill the main up with air, and it actually cures it in place. And then

Village Board Meeting
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they come back with a little robotic arm cutter and they cut where the lateral holes are. And so that's Phase 1 that we're working on right now.

The next phase will be relining of the sanitary sewer laterals which they also do from inside the pipe. And so it's a way that they can go through and put a new structure, a very low flow resistant liner in a pipe without having to go down and tear up the road, the utilities, and it's much cheaper to do that.

John Steinbrink:

So they're actually relining it.

Monica Yuhas:

John, how long do you anticipate this phase taking?

John Steinbrink, Jr.:

It should be done in under a week. The first phase they did it in under a week. They started on a Monday, they were out by Thursday night.

Steve Kumorkiewicz:

John, what is the thickness of the lining in the pipe.

John Steinbrink, Jr.:

How much does it cost --

Steve Kumorkiewicz:

No, the lining, the thickness of the lining.

John Steinbrink, Jr.:

Oh, how thick, it's about a quarter inch. And so actually with the amount of flow that you stop from coming in and the increased flow resistance that half inch loss of capacity really isn't an issue because you're only allowing the amount of water that it was actually designed for in there. And so by taking out the extra water for the infiltration and making it much smoother the water could flow a lot faster through there.

Michael Serpe:

I have a question. John, what if there's a break in the liner? What's the repair on that?

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John Steinbrink, Jr.:

Well, they can just run down and grout around it. It's a pretty standard practice. It doesn't happen. We've had liners in for probably 10 or 12 years that have held up very well. It actually cures into a very structural material. And I actually have a sample, I should have brought it. But I can make sure I could bring it to you to see.

Monica Yuhas:

I'll make a motion to award the contract to Visu-Sewer in the amount of \$81,035.

Clyde Allen:

Second.

John Steinbrink:

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

YUHAS MOVED TO APPROVE AN AWARD OF CONTRACT TO VISU-SEWER IN THE AMOUNT OF \$81,035 FOR THE COOPER ROAD SEWER REHABILITATION PHASE 2 PROJECT; SECONDED BY ALLEN; MOTION CARRIED 5-0.

G. Consent Agenda

- 1) Approve an Operator License Application on file.**
- 2) Approve a draw on the Ashbury Creek Subdivision Letter of Credit.**
- 3) Approve a Certified Survey Map to subdivide the property located at 9620 39th Avenue.**

John Steinbrink:

We're now only dealing with items 1 and 3.

Michael Serpe:

Move approval.

Steve Kumorkiewicz:

Second.

Jane Romanowski:

Yes, item 2, the letter of credit, was enriched and we received it today so we do not have to act on that.

Village Board Meeting
March 4, 2013

John Steinbrink:

Motion by Mike, second by Steve. Any discussion on the agenda?

SERPE MOVED TO APPROVE CONSENT AGENDA ITEMS 1 AND 3 AS ITEM 2 IS REMOVED FROM THE AGENDA; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

9. VILLAGE BOARD COMMENTS

Monica Yuhas:

I would just like to remind everyone tomorrow night there is a School Board forum. The candidates will be here tomorrow night at the Village Hall at 6:30 it starts. The Pleasant Prairie Women's Club will be hosting it. It will also be televised on Channel 25. And then Thursday night the Women's Club is also hosting the Municipal Judge forum. Both candidates will be present, and that starts at 7:00 at the Village Hall.

John Steinbrink:

Anything else under Village Board comments?

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

Clyde Allen:

So moved.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike. We need a roll call.

Jane Romanowski:

Yes, we do. Mr. Steinbrink?

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

John Steinbrink:

The Board will return to open session for the purpose of adjournment only. No other business will be conducted.

11. RETURN TO OPEN SESSION AND ADJOURNMENT

ALLEN MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:40 P.M.

GODIN GERAGHTY PUNTILLO CAMILLI, SC

ATTORNEYS AT LAW

PHILLIP R. GODIN
TIMOTHY J. GERAGHTY
ROBERTA N. PUNTILLO
THOMAS A. CAMILLI, JR.
DAVID O. HUGHES

6301 GREEN BAY ROAD
KENOSHA, WISCONSIN 53142
TELEPHONE (262) 657-3500
FACSIMILE (262) 657-1690

February 27, 2013

Via Certified Mail and Facsimile

John Barcelona
Whispering Knoll, LLC
485 S. Frontage Road, Suite 100
Burr Ridge, IL 60527
Fax: 630-230-0851

Re: Whispering Knoll Subdivision / Public Improvements

Dear Mr. Barcelona:

I represent the Village of Pleasant Prairie and I am writing to you to notify you of a default under the Development Agreement Between the Village of Pleasant Prairie and Whispering Knoll, LLC regarding the Whispering Knoll Subdivision dated March 22, 2005 (the "Development Agreement"). An Event Default has occurred by the failure of Whispering Knoll, LLC to increase the letters of credit to the sum of \$127,075.00, as outlined in the letter from Michael R. Pollocoff to you dated November 1, 2012, as well as the Notice of Breach which was sent to you on July 2, 2012. As you know, the costs for the final public improvements exceed the amount collected by the Village of Pleasant Prairie under the letters of credit previously provided.

Enclosed is a Preliminary Assessment Cost Estimate dated February 5, 2013 and showing the additional funds needed are \$146,409.00. Whispering Knoll, LLC must provide a supplementary letter of credit or cash amount equal to \$146,409.00 to the Village of Pleasant Prairie within thirty (30) days following the date of this letter. Your failure to provide the required letter of credit and/or funds will again constitute an Event of Default under the Development Agreement and the Village of Pleasant Prairie is prepared to exercise all rights and remedies allowed by law and under the Development Agreement because of the default.

Thank you in advance for your assistance.

Very truly yours,

GODIN GERAGHTY PUNTILLO CAMILLI, SC


Timothy J. Geraghty

John Barcelona

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Cc: Laura DeLaRosa, Senior Municipal Accountant (via email w/ encls.)
Jean M. Werbie-Harris, Community Development Director (via email w/
encls.)
Michael Spence, P.E., Village Engineer (via email w/ encls.)
Bill Cesario (via facsimile w/ encls.)

WHISPERING KNOLL SUBDIVISION

PRELIMINARY ASSESSMENT COST ESTIMATE 2.5.13

Item	Total
5-foot wide sidewalk (lot 6-7)	\$6,450 CONTRACTOR QUOTE
Curb and Gutter (spot repair and new)	\$8,750 CONTRACTOR QUOTE
Internal chimney seals for manholes in roadway	\$45,140 CONTRACTOR QUOTE
Interim inlet adjustments	\$8,250 ENGINEER EST
Valve adjustments	\$4,000 ENGINEER EST
Binder patching (est. qty.)	\$59,280 CONTRACTOR QUOTE
Asphaltic pavement and mill manholes	\$153,990 CONTRACTOR QUOTE
Street trees	\$22,800 ENGINEER EST
Storm sewer crack repair on 43rd Ave	\$2,770 CONTRACTOR QUOTE
Uncover buried storm inlet IN3875 at Lot 35	\$1,500 CONTRACTOR QUOTE
108th St - Water Seepage Road Correction	\$25,000 ENGINEER EST
Storm sewer repair(s)	\$13,005 CONTRACTOR QUOTE
curb weed eradication	\$2,000 ENGINEER EST

Construction:	\$352,935
Engineering:	\$20,000
	\$372,935
Contingency: x	1.15

TOTAL:	\$428,875
Less Sunny Prairie:	(\$4,500)
Less Cash on Deposit	(\$277,966)

Additional Funds Needed / Assessed: \$146,409

Assessable Lots (Whispering Knoll): 40
Cost / Lot (Assessment): \$3,660.23

Village of Pleasant Prairie

Engineering Department
Pleasant Prairie, WI

ORDINANCE # 13-10

ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN AND AMEND CHAPTER 410 ENTITLED SECURITY ORDINANCE RELATING TO THE REQUIREMENT OF DIGITAL SECURITY IMAGING AND STORAGE DEVICES IN CERTAIN PLANNED UNIT DEVELOPMENTS, CERTAIN PLANNED DEVELOPMENTS, CERTAIN OTHER RETAIL DEVELOPMENTS AND CERTAIN STAND ALONE RETAIL ESTABLISHMENTS

BE IT ORDAINED AND ESTABLISHED, by the Village Board of the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin that **Chapter 410 entitled Security Ordinance** of the Municipal Code be amended to read as follows:

1. PURPOSE AND INTENT

It is the purpose and intent of this Ordinance to provide for the implementation and use of digital security imaging systems (hereinafter referred to as "DSIS") that monitor the exterior spaces and areas of certain commercial retail establishments and retail developments in the Village of Pleasant Prairie. The DSIS will afford the opportunity for public safety departments (e.g. Village Police Department and Village Fire & Rescue Department) to visually examine certain retail establishments and retail development sites and will provide emergency response personnel with a visual assessment of an emergency situation in advance of arrival without placing an undue burden for services on the taxpayers. The advanced visual assessment may pertain to a person or persons (personal identification), a location (scene identification), and/or a situation (action identification) in emergency situations. The implementation and usage of DSIS will facilitate law enforcement agencies in crime investigation. While it is anticipated that the implementation and usage of DSIS will greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions, it is recognized that DSIS alone cannot provide for or be solely relied upon to produce positive personal, action, or scene identification. Furthermore, it is recognized that since there is no Village requirement that these systems be actively monitored it cannot be reasonably expected that these systems will on their own, necessarily provide a safer or more secure environment nor are they a substitute for other security measures. It is also the intent of this Ordinance to attain commercial retail environments of sustained desirability and economic stability, and to avoid unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhoods and to maintain and promote the public health, safety and welfare of the Village.

2. DEVELOPMENTS REQUIRED TO INSTALL DIGITAL SECURITY IMAGING SYSTEMS (DSIS)

- a. Planned Unit Developments (PUDs), Planned Developments (PDs), other certain retail developments containing more than 125,000 square feet of total gross floor area (including future expansions/phases) and/or stand alone retail stores containing more than 50,000 square feet of total gross

floor area (including future expansions/phases), shall hereby be required to provide, install and maintain in good working order, an exterior DSIS for security surveillance purposes.

- b. It shall be the responsibility of the property owner/developer and any/all successors in interest or ownership of the properties/developments to provide, install and maintain in good working order the exterior DSIS.

3. **DIGITAL SECURITY IMAGING, STORAGE DEVICES, RELATED EQUIPMENT AND EASEMENTS REQUIRED**

- a. Such systems shall provide for complete surveillance of all exterior building perimeters, rear and side areas, walkways, vehicular points of entrance and exit, other common areas and parking lots within the development.
- b. Such systems shall function continuously, whether the businesses are open or closed and shall provide visible surveillance to the above described areas during hours of darkness. Lighting of the site during darkness hours shall provide the DSIS with illumination levels adequate to ensure Identification or in some cases Recognition of subject matter.
- c. Such systems within such developments shall provide and maintain a centrally located security room that will be accessible and used by the Village Departments responsible for public safety.
- d. All digital video recorded by such system shall be archived on the development site 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 area data network and shall also provide a "real time", "live look" surveillance capability via that same network. The DSIS shall also be capable of exporting exact duplicates of the recordings to removable media in a standard commercial format, the native video file format and the database file with proper player/codec. All output formats must maintain accurate aspect ratios consistent with the original recording.
- e. The property owner/developer shall grant easements to the Village of Pleasant Prairie allowing access and maintenance rights to all such systems, devices and areas associated with the digital security imaging system.

4. **HARDWARE STANDARDS**

Equipment deployed under this Ordinance shall conform to the following minimum standards:

- a. **CAMERAS** - Cameras may be wired or wireless, IP based or analog. Cameras shall be color wide dynamic range day/night type with noise reduction. Exterior cameras must possess an Ingress Protection rating of no less than IP64. In order to achieve the Identification level of video capture, subject matter at the capture line shall occupy no less than 7560% of the image for Analog based cameras or 60-80 pixels per foot for IP based cameras. Cameras shall have a LUX rating of no greater than 0.15 @ F1.2 color and 0.03 @ F1.2 black & white.
- b. **DIGITAL/Network VIDEO RECORDER** -- Digital/Network Video Recorders (D/NVR) shall provide adequate storage capacity to

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accommodate a minimum of two weeks of archived digital video files with the lowest possible amount of compression, with a compressed resolution no less than 504 Horizontal Lines and 336 Vertical Lines. The D/NVR shall be capable of exporting exact duplicates of their recordings to removable media in a standard commercial format, the native video file format and the database file with proper player/codecs. All output formats must maintain accurate aspect ratios consistent with the original recording. The DVR shall be IP addressable so as to make it accessible via the Internet and the Village shall be given any required permissions in order to access both the video files stored thereon and also to access video from any camera in real time.

b. c. Recorder Security – The D/NVR Head End equipment shall be located in a physically secure area such as a locked cabinet or room taking into consideration proper environmental controls. Power to the DSIS shall be surge suppressed and have battery backup of no less than 45 minutes.

c. d. Software – The property owner/ developer shall provide the Village of Pleasant Prairie with a minimum of 2 additional software license seats of the DSIS software. These licenses are in addition to the software license seat that is housed with the DSIS DVR/NVR.

d. e. Internet Connection – The property owner/developer shall provide at their expense an internet connection for the DSIS. This connection is to be used for the sole purpose of providing access to the DSIS. This connection must possess upload speeds of no less than 5 mbps and download speeds of no less than 5mbps (Business Class Connection). A static IP address must be assigned to the DSIS connection. The internet connection must remain operational for the life of the DSIS at the cost of the property owner/developer.

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5. IMPLEMENTATION

If the development consists of multiple buildings, tenant spaces and/or phases, the DSIS shall be installed and fully operational upon the verbal occupancy of each building, tenant and/or phase. The adequacy of the implementation of the DSIS minimum standards for each building, tenant and/or phase shall be determined by the Village.

6. PLAN SUBMITTAL

The DSIS shall be a component of the Village Site and Operational Plan application and review process as specified in the Village Zoning Ordinance (Chapter 420). Upon application for Site and Operational Plan, the applicant/property owner shall provide to the Village seven (7) sets of DSIS plans which shall clearly depict the location of all proposed cameras and hardware as well as the location of the security room. The DSIS portion of the Site and Operational Plan submittal shall also include a written narrative explaining in detail the required DSIS.

7. VILLAGE DISCRETION

The Community Development Department shall have discretion, on a case-by-case basis, to determine the adequacy, ownership and easement requirements of the DSIS and the Community Development Department has the right to waive certain requirements of this Ordinance if it is determined

that previous agreements/contracts have been established between the applicant/developer/property owner.

8. APPEALS

Appeals to this Ordinance shall follow the procedures set forth in Chapter 420-151 of the Zoning Ordinance, entitled Administrative Appeals.

Adopted this 1st day of April 2013

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

ATTEST:

Jane M. Romanowski
Village Clerk

Posted: _____



MEMO

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

TO: Mike Pollocoff/Village Administrator

CC: Jane Romanowski/Village Clerk

FROM: Mike Spence/Village Engineer

DATE: March 26, 2013

ATTACH: Amendment to Settlement Agreement
Figure Showing Sumps to be Replaced

SUBJ: Amendment to Settlement Agreement

The Village entered into a Settlement Agreement with VIDHYA Corp VIII, Inc. (BP) and issued a Conditional Use Permit (the "CUP") including Site and Operational Plans through May 1, 2013 in connection with the operation of a gas station and convenience store at 10477 120th Avenue in Pleasant Prairie.

The agreement requires Vidhya to substantially complete certain Remedial Activities by April 1, 2013 and for final completion of all remedial activities by May 1, 2013.

The Village's attorney Tim Geraghty received a request from Vidhya's counsel, Don Gallo, on Friday, March 22, 2013 to extend the substantial and final completion deadlines by up to 3 weeks. The reason for the request is that when the Contractor was trying to install the pumps that discharge to the treatment system he discovered that sumps are so corroded that they are collapsing. They are recommending "replacement" the two existing sumps with two new sumps. This would be in lieu of trying to rig up a "temporary" fix that wouldn't last long and cause a problem in the near-term future.

Our counsel and I agree that it makes sense to get it right the first time and get the new sumps installed as part of the remedial activities and subsequently extend the completion deadlines. The recommendation is that the Village extend the deadlines for substantial completion to April 22, 2013 and final completion to May 20, 2013 to allow this to occur only with the conditions stipulated in the attached amendment to the Settlement Agreement.

AMENDMENT TO SETTLEMENT AGREEMENT

THIS AMENDMENT is entered into this _____ day of March, 2013, between the Village of Pleasant Prairie, Wisconsin (the "Village") and VIDHYA Corp VIII, Inc. ("Vidhya").

RECITALS

- A. The Village and Vidhya entered into a Settlement Agreement (the "Agreement") and the Village issued a Conditional Use Permit Including Site and operational Plans valid through May 1, 2013 (the "CUP") in connection with the operation of a gas station and convenience store at 10477 120th Avenue, Pleasant Prairie, Wisconsin (the "Property").
- B. The Agreement requires Vidhya to substantially complete certain Remedial Activities by April 1, 2013 and for final completion of all Remedial Activities by May 1, 2013.
- C. Vidhya has asked the Village to extend the deadlines for substantial completion and final completion due to problems with the sumps on the Property and to allow Vidhya time to replace the sumps as part of its Remedial Activities.
- D. The Village agrees to extend the date for substantial completion to April 22, 2013 and the date for final completion to May 20, 2013, but only on the terms and conditions provided in this Amendment.

AGREEMENT

1. CONDITIONS FOR EXTENSIONS.

Vidhya agrees to comply with, and the agreement of the Village to extend any deadlines in this Amendment are contingent upon, the following:

- a. By 5PM on Tuesday March 26, 2013 DJ Burns and Mike Spence shall receive the requested water elevation readings and copies of field notes which Richard from Northshore previously agreed to deliver to DJ Burns by Friday March 22, 2013.
- b. Information with detailed specifications for the new pumps shall be received by DJ Burns and Mike Spence by 5PM on Thursday March 28, 2013.
- c. A supplemental site investigation work plan to determine the eastern edge of any impacts within the ditch line to the North (to include, without limitation, the ditch line east of the culvert at the east end of the Culver's property and also to the east of the existing BP Amoco building, to include the horizontal and vertical extent of contamination) and to complete the definition of

the vertical and horizontal extent of the contamination on the Property, including without limitation, any caused by releases on or about March 13, 2013, shall be delivered to DJ Burns and Mike Spence by 5 PM on April 15, 2013.

- d. An additional round of groundwater sampling from the existing monitoring wells on the Property shall be completed, and all tests results from the testing of such groundwater samples shall be delivered to DJ Burns and Mike Spence, prior to any determination as to whether the site investigation is complete.
- e. Vidhya shall replace the existing sumps in the gas tank and diesel tank areas with new sumps whose depth shall be at least the greater of 13 feet or the depth of the backfill beneath the existing tanks.
- f. Vidhya shall provide DJ Burns and Mike Spence with at least 48 hours advance notice of the time the permanent system will be started.
- g. The requirement for three consecutive days of influent and effluent testing at system startup shall be completed before the substantial completion deadline.
- h. "Substantial completion" under the Agreement and this Amendment shall include, without limitation, all systems being working and operational, the building having its permanent roof, doors, walls, masonry, electrical, HVAC, and all other fixtures completed; with only minor "punch list" repairs and corrections to be completed. Cement patching of driveway and parking areas will not be required for substantial completion but are required for final completion.
- i. All required documentation and sampling results, if not required to be delivered sooner in this Amendment, shall be received by DJ Burns and Mike Spence by 5 PM on April 15, 2013.
- j. Vidhya acknowledges the Village has not unreasonably delayed the issuance of any permits and Vidhya acknowledges that the Village has not breached any term or provision of the Agreement and has not caused any delays to Vidhya's performance under the Agreement.
- k. Vidhya shall timely request (including without limitation the submission of all required applications and documentation and the payment of all fees), for the Village Plan Commission meeting on April 22, 2013, that the CUP be extended through May 28, 2013.
- l. Vidhya shall timely request (including without limitation the submission of all required applications and documentation and the payment of all fees), for the Village Plan Commission meeting on May 28, 2013, that the CUP be permanently extended.
- m. Vidhya shall maintain a minimum 8 foot depth from ground surface to water/liquid/groundwater in the extraction sumps (to include the gasoline UST and diesel UST sumps/extraction wells which are to be installed and the previously installed northeast extraction sump) at all times while the treatment system described in the Agreement is operational.
- n. Except as specifically provided otherwise in this Amendment, Vidhya shall comply with each and every provision of the Agreement.
- o. Notices and information to be provided to DJ Burns and Mike Spence in this Amendment shall be deemed delivered upon the email or facsimile transmission of such notices or information to both DJ Burns and Mike Spence.

- p. By April 22, 2013 Vidhya shall have delivered to the Village the signed DSIS agreement and easement and the DSIS system for the Property shall have passed Village inspections and be fully operational.

2. EXTENSION OF DEADLINES.

Subject to the terms of Paragraph 1 above, the Village agrees that the deadlines for “substantial completion” and “final completion” in Paragraph 2. h. and Exhibit F of the Agreement are extended to 5 PM on April 22, 2013 for “substantial completion” and 5 PM on May 20, 2013 for “final completion”.

IN WITNESSETH WHEREOF, the parties have entered into this Amendment on the date first written above.

VIDHYA Corp VIII, Inc.

By: _____

The Village of Pleasant Prairie

By: _____

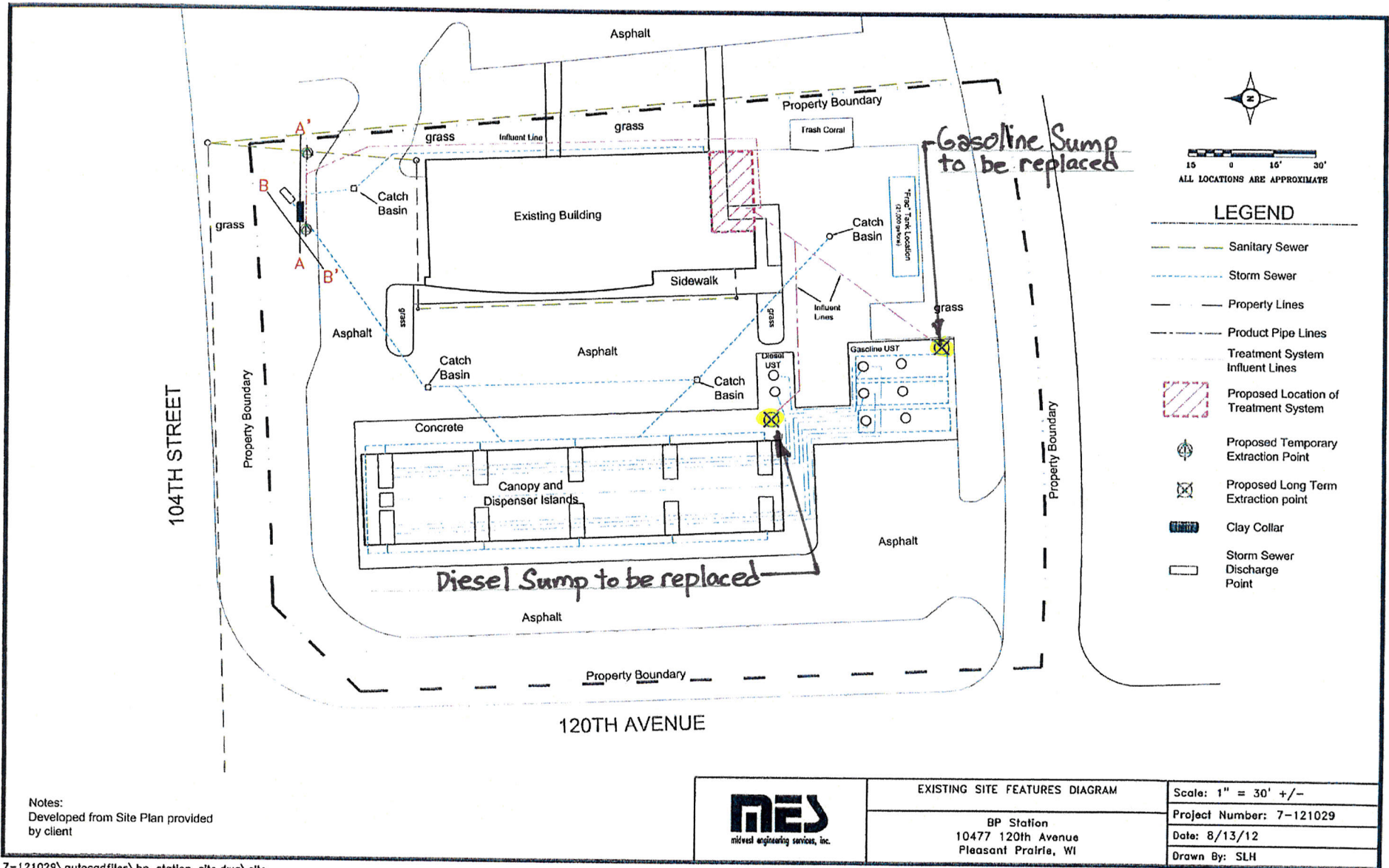


FIGURE 1

**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS**
Period Ending: March 26, 2013

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

NAME OF APPLICANT

LICENSE TERM

- | | |
|-------------------------|--------------------|
| 1. Jamie L. Budzinski | thru June 30, 2015 |
| 2. Jeremy L. Pace | thru June 30, 2015 |
| 3. Kimberly D. Pascucci | thru June 30, 2015 |

Jane M. Romanowski
Village Clerk