

**AGENDA**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PLEASANT PRAIRIE VILLAGE BOARD**  
**PLEASANT PRAIRIE WATER UTILITY**  
**PLEASANT PRAIRIE SEWER UTILITY**  
**Village Hall Auditorium**  
**9915 – 39<sup>th</sup> Avenue**  
**Pleasant Prairie, WI**  
**February 4, 2013**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – January 7 and 21, 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 Resolution #13-04 relating to the discontinuance of 93<sup>rd</sup> Street between Lakeshore Drive and 3<sup>rd</sup> Avenue.
  - B. Consider a Professional Services Agreement for the design of the Chateau Eau Plaines Subdivision Phase 1 stormwater improvements.
  - C. Consider a RecPlex Sponsorship Agreement with Lynch Chevrolet of Pleasant Prairie for the Fitness Center.
  - D. Consider a draw on each of the two Westfield Development Letters of Credit.
  - E. Consider Operator Licenses Applications on file.
8. Village Board Comments
9. Consider entering into Executive Session pursuant to Section 19.95(1)(g) Wis. Stats. to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
10. Return to Open Session and Adjournment

The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 – 39<sup>th</sup> 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  
January 7, 2013  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, January 7, 2013. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Clyde Allen and Mike Serpe. Steve Kumorkiewicz was excused. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Mogensen, Interim Police Chief; Doug McElmury, Fire & Rescue Chief; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, Human Resources Director; and Jane M. Romanowski, Village Clerk. Two citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - DECEMBER 17, 2012**

Monica Yuhas:

Motion to approve.

Clyde Allen:

Second.

John Steinbrink:

Motion by Monica, second by Clyde. Any discussion?

**YUHAS MOVED TO APPROVE THE MINUTES OF THE DECEMBER 17, 2012 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY ALLEN; MOTION CARRIED 4-0.**

**5. PUBLIC HEARINGS**

- A. Proposed 2013 Sewer Utility and Water Utility budgets.**
  - 1) Citizen Comments.**
  - 2) Closing of Budget Hearing.**
  - 3) Board of Trustee Comments.**
  - 4) Resolution #13-01 relating to the adoption of 2013 Sewer Utility Budget.**

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**5) Resolution #13-02 relating to the adoption of 2013 Water Utility Budget.**

Mike Pollocoff:

Why don't you go ahead and start, Kathy.

Kathy Goessl:

Mr. President and the Village Board, I'm here to present, with the help of John Steinbrink, Jr., the sewer and water budget that we propose for the 2013 budget year. This slide shows a summary of the budget and compares it to the 2012 budget. The revenue here is looking at for the sewer utility going down about \$157,000. And the main reason for that reduction is due to a large industrial customer being charged for sewer when it only had a water only meter on that location at their facility. And that was reflected in the 2012 budget, therefore we are reducing from the 2012 down to 2013. Otherwise, most of the other revenues are staying stable for the sewer utility, and there's no rate increase budgeted.

Operating expenses are up \$138,000, mainly depreciation of \$99,000 which is a noncash item. And the new programs that will be discussed a little bit later of around almost \$40,000, offset by anticipated reduction in treatment expenses of almost \$50,000. Non-operating is interest expense and debt netted against interest income on investments. The majority of the decrease is attributed to the interest expense going down in the sewer utility. Cash is estimated at year end to be up \$172,000 compared to what we're going to be looking at ending 2012 with.

This is a pie chart of our sewer operating revenues. And you can see the biggest chunk of it is residential which accounts for about \$2.6 million of revenue or 57 percent. The next biggest category is industrial accounting for 24 percent or a little over \$1.1 million. This includes our industrial surcharging of industrial customers. And then our third largest component is commercial which is 18 percent or \$.8 million of revenue. And the smallest category is public authority at less than 1 percent.

As for operating expense our biggest operating expense is treatment accounting for 40 percent of our revenue for our expenses. For this year we're looking at budgeting \$1.8 million or 40 percent of expenses. This is Kenosha Water Utility's charge to the Village for sewer treatment. All of our sewage goes to the City of Kenosha Water Utility for treatment.

Depreciation is our next biggest component which is \$1.4 million or 31 percent of our expenditures. This is recognized in the cost of the infrastructure over its useful life. It's a noncash expense when recognized. Infrastructures are either donated by developers or installed and paid by special assessments.

Personnel is our third biggest expense at \$.7 million or 15 percent. This includes both operational labor, clerical and administrative labor. Other is 10 percent or a little less than half a million dollars. It includes electric for \$74,000 and also contractual services, supplies, phone, etc. And the last charge which is accounting only for 4 percent for \$163,000 is use of the vehicles and

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equipment operating and maintained by our fleet internal service fund being used by the sewer utility.

This is a listing of the new programs in this budget. There's three new programs that were requested, and they are all being recommended this evening. The first one is development of a lateral insurance program. This is hiring a consultant to actually recommend how the program should run. It's actually charging residents a monthly fee to purchase an insurance so that if their lateral fails they can get that replaced.

Mike Pollocoff:

Private lateral.

Kathy Goessl:

Private lateral replaced. So this is all stuff to do with what's on their property, the private lateral, not anything to do with us. So this year we're looking at hiring a consultant to review this and figure out how it should run to best benefit the residents as well as the Village in general. And then utility analyst training for \$2,500 which is split between sewer and water. It's additional training for a position within the utilities. And then the finance, HR, payroll software conversion and training. This is their allocation, and all of our enterprise funds got allocated a portion of the operating expense of purchasing the software which is conversion and training and also the cost of the actual software which you'll see in the capital section next. So this totals almost \$40,000.

The next section is capital, and I'll have John explain the requests for capital. All capital requests that were submitted is being recommended for approval.

John Steinbrink, Jr.:

Mr. President and members of the Board, there's eight projects that were under consideration for the sewer budget this year. The first one is a continuation of our Cooper Road rehab to reduce I & I. It's a lining of the sanitary sewer. Crews are actually doing it this week. And then we plan on bidding it out and doing it again later on this spring. They're doing around 1,900 feet of sanitary sewer rehab. And so instead of having to go through and excavate the road and the sanitary sewer and dig up the excavation and all the costs of restoration, they can actually go into the existing sewer and re-line it. So actually it makes a new lining, it eliminates infiltration, and it gives it a little bit of structural integrity. So we're looking to continue that again at \$100,000 this year. So the \$85,000 is just a continuation of it from last year. And then the \$100,000 completing the program for this year. And then we plan on doing \$100,000 every year until the project is complete.

The second one is the Des Plaines River Corridor Trail. \$100,000 should get us a continuation of completing that trail across the path and so we have access for our sewer crews to maintain an interceptor sewer line. Rebuilding of lift stations is our lift station in Carol Beach. Our crews in house will be going through and doing the work at the rebuilding, updating pumps, motors, controls. We do it in house so we can save some money.



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Heritage Valley lift station abandonment \$50,000 is for an easement acquisition and planning and design. And then we plan on actually going through next year in 2014 and doing the actual construction. Once we built the interceptor line from Sewer D out to the south it now gave us a conduit to eliminate a lift station. And so we'll save all of the maintenance charges. It would probably cost us about \$100,000 to rehab that lift station. It's been there about 18 years now. So we would eliminate that lift station altogether and many maintenance costs that come along with that.

A generator at lift station we're looking at putting a lift station in Carol Beach Unit A, having a generator out there. We're proposing to do one every year to provide better service to our residents, repave sewer sites. We have some sewer sites that are pretty beat up, and we're looking at just paving one site per year. And then the second one is a finance payroll and HR software allocation to the sewer utility.

Michael Serpe:

The lift station is that \$30,000 for one generator or more?

John Steinbrink, Jr.:

Yes, it's \$30,000 for one generator. The generator itself is around \$20,000. And then by the time we run the new conduits, control panels, our in house electrician's time to wire it all up, we're planning around like \$28,000 or \$29,000. But we built a little bit extra in just to make sure we're under budget.

Michael Serpe:

How many more lift stations are going to be in need of generators?

John Steinbrink, Jr.:

I believe we have three more left.

Michael Serpe:

Good.

Kathy Goessl:

So this is a listing of our capital totaling about \$459,000. Next, a look at the water utility in summary. This is a summary compared to the 2012 budget to 2013 proposed and the dollar change. Operating revenue is looking at going up slightly by a little less than \$15,000. Operating expenses we're looking at an increase of \$269,000. The majority of that is, again, depreciation which is a noncash item at \$151,000, and new programs at \$28,261 which will be explained a little bit later.

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Net non-operating expenses is interest income or interest expense on debt offset by interest income. The increase is due to interest income -- the interest expense is going down more than the interest income is going. So it's giving us a net increase of \$25,000 because of the decrease in interest expense.

Transfers is increasing \$70,000, and this is all because of an increase in the amount of the tax equivalent being paid by the water utility to the Village of Pleasant Prairie general government. This is a formula set by the Public Service Commission. It takes the value of the assets of the water utility times the mill rate that we calculate for our property tax real estate taxpayers. And the value in the water utility did not go down like it did in the Village in terms of assessed value. Therefore, with the rate going up the tax equivalent goes up. Cash balance we're projecting an increase of \$172,000 based on this budget up to \$992,000.

This is a breakout of revenue by category or by classes of customers. The biggest class of customers is our residential, similar or the same as sewer being our largest customer category. It accounts for 37 percent of our revenue. And its dollar-wise \$1.4 million. Industrial is the next biggest category at 28 percent or \$1.1 million. And some of our biggest customers is Wisconsin Energy Power Plant, Fair Oaks Farms and Olds Products accounting for over half of that revenue.

Fire protection is our next biggest category at 22 percent. It includes both our private fire protection and our public fire protection for a total of a little less than a million dollars for revenue. Commercial is our fourth category at \$.4 million or 11 percent. Top customers St. Catherine's Hospital, Wisconsin Energy, Westwood, Timber Ridge. Public authority is our smallest customer base at only 2 percent or \$70,000.

2013 water operating expenses similar to the sewer utility with sewer treatment being our largest expense. On our water side purchased water is our largest expense accounting for 42 percent of our expenses or \$1.5 million. And we purchase our water from the Kenosha Water Utility. Depreciation, just like in sewer, is our second largest expense at 29 percent or \$1 million. Again, this is recognized in the cost of the infrastructure over its useful life, and this is a noncash expense.

Personnel is 16 percent or \$.6 million including operating personnel, administrative and clerical. Next category is 11 percent is other accounting for \$375,000 which includes electric. That accounts for one fourth at \$95,000 plus contractual services, minor equipment, office supplies and phone. And the smallest category just like in sewer is the fleet internal service fund allocation of 2 percent or \$75,000. This is charging the water utility for the use of the vehicles which are owned by the fleet internal service fund.

This is our request for new programs. The top section has three new programs that are being recommended, whereas down on the bottom is a new program request that is not being recommended. On the top there's utility analyst training which is the same as it was on the sewer side, \$2,500 split. Washing the water tower's exterior, and this is \$10,000. This is washing one water tower. John can probably explain which water tower it is this year, but it goes -- and then we're looking at another three, four years of similar amounts to wash the towers around the

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Village. And then, again, you see the allocation of the finance, HR software conversion and training for a little less than \$10,000.

Not approved is a hosting fee for remote water meter reads of \$6,000. We removed that from the budget. There was a capital project to install a tower to be able to remote read from a central location. But currently there's only 20 percent of our water meters that are on remote water read meters. So we are going to push that project off for two years until we get close to 50 percent of our meters on remote read so that we can capture more of the readings that way before we start spending the expense on hosting fees which is \$6,000 actually accounted for only half a year of hosting fees. They were estimated about \$12,000 a year to host so that we can pull our meters at any moment, know what all the readings are throughout the Village with all the remote readers.

And this is a listing of our water utility budget approved capital. The only one that's not on this list, as I said, was actual tower to read the remote readers. Other than that we are recommending all of the projects listed, and John can explain the projects that are listed here.

John Steinbrink, Jr.:

Mr. President and members of the Board, the first project that we have is painting a water tower. We're proposing to repaint the 165 water tower which is around the 5700 block of 165. It's due to be painted. It doesn't need a total blast off of paint, just a scuffing up, and then some minor repairs on the inside and painting the interior dry and the wet of the water tower.

The second one is upgrading the MXU readers. That's the remote reader that Kathy was talking about. We're looking to put in around 400 more of them this coming up year. We have around 800 in our system so far with around 4,000 meters total. One of the advantages that we have, and this will be really nice for some of our industrial users, is that we'll get to track an hour by hour read how much water that they're using, and so we can better supply or demand to our customers.

The third one that we have is replacing booster pump control at Sheridan lift station. We have 200 horsepower it's called a soft start. And you really can't do much control of it. It's either 100 percent on or 100 percent off. And so we're proposing to change that with a variable speed drive on that, and that's going to better help us maintain our pressure within our water system and hopefully save some energy also.

The fourth one that we have is our water meter upgrade program to some OMNI meters. The meters that we have right now are made out of brass, and they have a higher lead content. PSC passed a new law beginning in 2014 there's a very small amount of lead that's allowed within any piece of the water utility system. And with the meters being brass that's something that's very important. We have to change the meters out on a four year rotation. And so we're changing them out probably about half a dozen of them per year until we have them all done which we've got to have done by 2018. So we're kind of chipping away at that year by year versus doing it all at one time.

Paving a water site, the same as we have our sewer sites, a lot of the asphalt at some of our sites is broken up, and it just needs to be replaced and maintained. So we're going to do one of these

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every other year. Installing a pressure reducing valve on Sheridan Road - We're looking at doing just that, putting in a pressure reducing valve just to the south of our booster station on Sheridan Road that's going to better regulate the pressure that we have to our Carol Beach area. When the 400 horsepower pumps turn on at that Sheridan Road lift station it gives a large pressure increase especially at that Carol Beach area. And so we're looking at reducing that pressure to a manageable size. And so we'll still provide a good service to our customers with the lack of having anything being damaged within their home or within the main itself.

The next one is the Travis City hydrant replacement. We have some older hydrants that we're just replacing as they fail. So we're hoping to replace three or four of them next year as they fail, as the bolts go bad. And that gives us better fire protection. And the final one is the water allocation for our finance and HR and payroll software.

Kathy Goessl:

So that's the summary of all of the water capital projects that we're looking at or recommending. The next slides are summaries of some different statistics across all of our enterprise funds. The first one I'd like to share with you is the 2013 principal outstanding. This would be at the end of 2013, how much debt will be in each of our utilities. Our sewer utility will have the largest amount of debt remaining at a little over \$7 million. And the water utility will have \$370,000 and actually be debt free in 2015. And the sanitary sewer sanitation that's \$170,000, it will be debt free by 2014. The clean water utility and the fleet internal service fund as zero debt at this point and no plans to borrow.

These are our capital assets that we maintain in these utilities. And this is the that we're looking at for ending this year, 2012. You can see the sewer utility has the most assets at a little over \$52 million. And then water utility a little less than \$43 million. Sanitation doesn't have many assets. It's basically their storage garage and some recycling and garbage bins for a little less than \$600,000. And then our clean water utility has a little over \$23 million of assets. And our fleet internal service fund which has all of our vehicles for utilities and public works currently has a little over \$3 million. Currently with all these utilities we are valued at \$122 million down slightly from last year due to limited additions to any of these assets and to depreciation reducing the value.

We're always concerned about the amount of cash each of these utilities has so we can continue cash operations and be able to pay our debt and our bills. This is the cash summary of our five enterprise funds, and their 2013 estimated ending cashing balance. The sewer utility we're required to have a separate fund for sewer replacement, and currently that fund needs to be valued at a little over \$1.1 million. And then our sewer utility the rest of the cash we're estimating at \$1.7, almost \$1.8 million in the sewer utility.

In the water utility we're looking at a little less than \$1 million. And the clean water has nicely accumulated some funds for future replacement of infrastructure at \$2.4 million. Sanitary has cash of a little over \$200,000. And then our fleet internal service fund has a little over a million to help replace vehicles in the future for both the public works and the utilities. But also during the general government budgeting process we added some of the other departments that had

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vehicles like IT, engineering, inspection and then also RecPlex to that. So this fund of a little over \$1 million is for future replacement of all vehicles in the Village and equipment except for fire and rescue and for police vehicles. So overall in these five enterprise funds we have a total cash unreserved of \$6.4 million, and \$1.1 million reserved, and we're up about a little over \$1 million from what we estimated ending last year at or 2012 at.

What's important is this cash is used to help us run our daily business for operating purposes to pay our bills, pay our employees. But another important reason to have a cash reserve is to replace future infrastructure and not have to borrow for replacing in the future. And this kind of gives you the picture of where we are in terms of cash versus our capital assets, what percentage do we have set aside to help us replace these assets in the future. You can see over to the right hand side that the sanitation and fleet internal service are the best funded in terms of cash reserves to help us replace future infrastructure. Whereas our other three utilities are pretty low in their percentage to capital assets with water being the lowest at 2 percent. Then we have 6 percent for sewer and 10 percent for clean water. Our goal for those three utilities is to eventually try to get those up to the 35 percent that the other two utilities are at to be able to replace future infrastructure without borrowing. But currently we don't want to raise rates to be able to do that. So this is where we stand right now.

As for sewer and water we are not recommending any rate increases. But we're currently intervening in the Kenosha Water case which they're asking for a rate increase. We don't know what percentage they're asking for, but we know if we wait until the end of the process that we would not be able to make many changes. But if we intervene during the mid to beginning of the process we might be able to make an impact for our customers to be able to either hopefully maintain our rates or have a very slight increase, but maybe even hopefully reduce our rates. But it all depends on the Public Service Commission. We have hired a consultant from [inaudible] to help us with this and also legal counsel to help us through this process. We thought that was good money spent at this time to help us do what we can for our customers and any future customers. We've lost customers because of our water rates being the highest and our sewer rates being one of the highest in the State of Wisconsin. Whereas Kenosha brags that their water rates and their sewer rates are one of the lowest in the State of Wisconsin. So we don't get any special treatment for being their largest customer. We actually pay more than some of their bigger commercial customers. So that's in the process right now, and we'll keep you updated on that.

So that's my presentation of the sewer and water budget and what's being recommended by myself and the Village Administrator.

John Steinbrink:

Thank you, Kathy, thank you, John. You want to open it up now to citizens' comments?

Jane Romanowski:

There were no sign ups tonight.

John Steinbrink:

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Okay, I'm going to open it up to citizens' comments. Anybody wishing to speak on the sewer utility and water utility budgets? Anybody wishing to speak? Anybody wishing to speak? Hearing none, I'm going to close the budget hearing and open it up to the Board of Trustees.

Michael Serpe:

Kathy, good presentation. I think out of this presentation I'd like the statement that Kathy made about the intervention by the Village with the City's proposed water rate increase. I've said it in the past and I'll say it again. They're using us as a cash cow, and I think it's been going on for a little bit too long. They had the opportunity years ago to create a regional water utility, and they elected to go to the wholesale route of which the residents of Pleasant Prairie are paying dearly. I hope that the intervention goes well at least in the favor of the residents of Pleasant Prairie and the Village. So good job, Kathy and good luck in the future.

Clyde Allen:

Thank you, Mr. President. And thank you, Kathy and John. I have a couple questions, and I don't know who can answer them or if even Mike's the appropriate person to answer them. But our debt in sewer is \$7 million. When will the bulk of that come down? And if you don't have an answer right away that's okay, at a later date. I guess the questions I'm going to raise will be okay to get an answer later. I just have little concerns because our assets being \$52 million, seven seems to be a little high. When do we anticipate getting that down? Obviously the goal in the future is to create our cash flow to be able to maintain all the sewers at no tax increase.

Kathy Goessl:

So I believe the debt schedule goes through like 2020, but it has a couple balloon payments in this next seven years. So we're going to have to refinance out those balloon payments to keep our debt at around \$1 million I believe that we were running. So we're probably looking at more like 2025, 2023 or 2025.

Mike Pollocoff:

Sewer is just by [inaudible] the improvements that are -- just by its nature the improvements that are required for sanitary sewer are far more expensive than water. I mean just from the distribution or the collection infrastructure to the major collector lines that go to the City it requires a lot more maintenance. It's just more intense, and a lot of that work comes back. In the scheme of things some of it's 20 years old and maybe a little bit less, but the life of the collection lines is relatively long.

John has been doing a good job of getting the numerous lift stations we have back up to speed, get them working right. But we have the same ongoing issue with Kenosha Water Utility on the basis of how we're billed. And although they're not proposing a rate increase at this time that we would probably take some action with, but what happens with the Kenosha Water Utility with sanitary sewer is we're billed for the flow that goes through the meter at 7<sup>th</sup> Avenue by and large

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and some other places where we're metered as well. And at that point we're also metered for the strength of the sewage. If you're a customer of the City of Kenosha the strength of the sewage is averaged across the entire City of Kenosha utility. And the same thing with the inflow and infiltration that the City has. Because every sewer main in the world, I mean it's a matter of degree, but every sewer main is going to have inflow and infiltration. In Pleasant Prairie we pay for every drop of infiltration that accrues in our system and goes to the meter. Again, in the City that cost is averaged out.

So when we look at how the sewer system was constructed, it was constructed in accordance with the master plan that was prepared by SEWRPC that showed how everything was going to be going to the lakefront as part of our regional utility. And had that plan not been in place, had we stayed with our treatment plants and did something else, the sewer utility would look a lot different. Because we grew the main infrastructure, the 30 inch main that comes out of 7<sup>th</sup> Avenue, the 30 inch main that goes down 165, and then we grew from that. So all the big pipe is in place, and that's the earliest pipe we have in place. So it's going to be a while before we have enough customers to retire the impact of that.

Every time somebody hooks up to the system they pay the \$1,600. And as there was growth in the Village that helped because there was more and more connection fees that is going to help retire some of that debt. That's why that debt is higher. The amount of oversizing that we're going to be paying off for probably the next 10 or 15 years, as well as we could be paying more, 50 percent more than what a typical sewer user would have been paying had it been a regional utility. And as with the water utility we're going to wait for the next rate increase. That's a little bit different action that we'd file, but we'd still file it with the Public Service Commission. But as the Kenosha utility's largest customer, larger than any other customer they have, we pay the highest rate. It's an inverted scale for the Village, and it's a profit center for the water utility.

I hate to say that we're going to have to work on that, but that isn't the whole thing. Even if we were to achieve a good scale rate with the Kenosha Water Utility we're 5,000 customers paying for the sanitary sewer system that could collect 30 million gallons a day, and we're probably pushing 3 to 4 million gallons a day. So there's a lot of excess capacity that we're paying for. As we grew that out that's just the way it is.

Clyde Allen:

Thank you. That's the exact answer I was looking for. Thank you very much. And it's not all negatives. I'm happy the water, obviously, has done very well with the debt retiring in 2014. That's good to see. My only other concern was is there a plan to get enough in reserve to start on the sewer replacement and things like that, and obviously you've answer that very well. So thank you.

John Steinbrink:

Other Board comments?

Monica Yuhas:

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John, I just had two questions for you. Regarding the washing of the tower which tower is that going to be this year?

John Steinbrink, Jr.:

We're looking at doing the Big Oaks water tower.

Monica Yuhas:

And then how many years is there in between a washing?

John Steinbrink, Jr.:

We're looking at doing the washing I believe every four years. And so we're going to be alternating. Every year that we're not painting a tower we're going to be washing a tower. So we'll be washing one about every other year.

Monica Yuhas:

And then my other question is with the Travis City hydrant replacements how many did you say that was, three or two?

John Steinbrink, Jr.:

Yeah, we're looking at hopefully three. We really don't replace them unless they fail. For some reason historically they've been failing in the amount of two or three per year. And so when we do our exercise program if the bolts start leaking, if they won't shut off, they won't seep, they won't drain, instead of going through and doing a repair on an old hydrant we just do the excavation and then replace it with a new Mueller hydrant.

Monica Yuhas:

And are all the hydrants the same make and brand throughout the Village?

John Steinbrink, Jr.:

They're not yet. That's our intention is to have them all be Muellers at the end of the day. And so we're just slowly replacing the ones that are an older model and older style, the ones that aren't doing good with the hot soils that we have. And so hopefully within 10 or 15 years all of those will be gone, and we'll just have the newer style hydrants.

Monica Yuhas:

Thank you. Wonderful presentation, Kathy, John. Good budget.



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John Steinbrink, Jr.:

Thank you.

Clyde Allen:

I'll make a motion to approve Resolution 13-01, 2013 sewer utility budget.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike. Any further discussion on that item?

**ALLEN MOVED TO ADOPT RESOLUTION #13-01 RELATING TO THE ADOPTION OF THE 2013 SEWER UTILITY BUDGET; SECONDED BY SERPE; MOTION CARRIED 4-0.**

Michael Serpe:

Move approval of 13-02 relating to the water utility.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica. Any discussion on 13-02?

**SERPE MOVED TO ADOPT RESOLUTION #13-02 RELATING TO THE ADOPTION OF THE 2013 WATER UTILITY BUDGET; SECONDED BY YUHAS; MOTION CARRIED 4-0.**

John Steinbrink:

That concludes our public hearings for this evening.

## **6. CITIZEN COMMENTS**

Jane Romanowski:

The first speaker Brenda Dahl.

John Steinbrink:

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Brenda we ask you to give us your name and address for the record.

Brenda Dahl:

Good evening. My name is Brenda Dahl. My address is 4273 113<sup>th</sup> Street in the Village of Pleasant Prairie. And I'm here tonight to introduce myself. I think many of you may be aware that I announced by candidacy for Pleasant Prairie Municipal Court Judge. And I wanted to start out by thanking Judge George Easton for his many years of faithful service to the Village.

But a bit about me. I currently have my own law practice, and I have practiced for over 11 years with the last 7 of those years practicing in Kenosha County. In addition to my private practice I'm appointed as a guardian ad litem by the Kenosha County Circuit Court judges. And in that position I represent children and the elderly and the disabled. So between my private practice and my guardian ad litem position I'm essentially in the courtroom almost every day of the week.

Prior to practicing in Kenosha I worked for a large law firm in Milwaukee where I specialized in real estate law. And I was involved in municipal law which included drafting and researching ordinances and zoning laws. I'm also on the faculty as an adjunct professor at Concordia University. I teach law classes there.

I grew up in Kenosha. I graduated from Tremper High School, and I earned my law degree from Marquette University. I graduated there with a law degree magna cum laude. And my undergraduate degree is in business administration. I graduated from the University of Wisconsin Madison with honors, and I had a double major in marketing and risk management there.

I live in the Village with my husband, Steve Dahl. We have three children together. We live in Mission Hills. My husband actually was a paid on call firefighter for the Village before he was hired as a City of Kenosha fireman. We have three children. All three of our children attend Prairie Lane Elementary. I have Tyler who is in fourth grade, and then I have twin girls, Allison and Caitlin who are in kindergarten at Prairie Lane. Some of you might also know my dad, Arlen Baumgarten. He's been involved in the Village with the Prairie Riders snowmobile club as the trail master for the Village. So he knows a lot of the landowners here.

So in closing, I just wanted to again thank Judge George Easton. I think that he's done a really great job of running his courtroom efficiently and effectively. And if I'm elected I would plan to continue in his footsteps and run the courtroom in a similar fashion. I would use a common sense approach on the bench, also paying special attention to minimizing costs for our taxpayers wherever possible. So I would love your support in the upcoming election, and I would love your vote. If there's anything else that you would like to discuss with me further I would be glad to answer any questions that you have, and thank you for your time.

John Steinbrink:

Thank you, Brenda.

Jane Romanowski:

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No additional signups tonight, Mr. President.

John Steinbrink:

Anyone else wishing to speak under citizens comments?

**7. ADMINISTRATOR'S REPORT – None.**

**8. NEW BUSINESS**

**A. Consider Ordinance #13-01 to amend Chapter 370 of the Municipal Code relating to building permit fees.**

Mike Spence:

Mr. President and members of the Board, we did a review during the budgeting process of some of our fees, and we looked at our fees, and we try to keep the fees if possible consistent with generally the area and also the City of Kenosha. So the fees that we have here will help to bring in some additional revenue. And this is particularly important in the fact that we did lose revenue because the State passed a law we can no longer charge an electrical licensing fee. So that was a source of revenue for us. So the changes in the fees that I'm recommending should offset or hopefully increase the revenue that we would have lost from those licensing fees.

Specifically we are looking at raising the single family residential fees for new electrical service from \$150 to \$180. Electric wire extension or rewiring increasing that to \$60, or increasing it from \$50 to \$60 minimum. For two family residential we're looking at increasing the new electric fee from \$300 to \$360. Other fees the minimum permit fee for commercial increase that from \$75 to \$100. So those are the increases that I'm recommending. And, again, these are in line with fees that are charged with the City of Kenosha so we're not charging more than our neighbor to the north. So I recommend that these fees, the ordinance be changed to include these fee increases. I'd be glad to answer any questions.

John Steinbrink:

Any questions?

Michael Serpe:

How did it come about that we're not allowed to charge for an electrical permit. Is that a lobby effort?

Mike Pollocoff:

Yeah.

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Michael Serpe:

You know whenever that happens that enrages the hell out of me. Whenever that happens I think we should be allowed to violate that law and then let them take us to court. That just bothers me. That just bothers me that a lobbyist would go to Madison, give them all kinds of money, and then we have to suffer the consequences.

John Steinbrink:

Any other comments or questions?

Monica Yuhas:

Motion to approve Ordinance 13-01.

Clyde Allen:

Second.

John Steinbrink:

Motion by Monica, second by Clyde. Is there any further discussion?

**YUHAS MOVED TO ADOPT ORDINANCE #13-01 TO AMEND CHAPTER 370 OF THE MUNICIPAL CODE RELATING TO BUILDING PERMIT FEE; SECONDED BY ALLEN; MOTION CARRIED 4-0.**

**B. Consider Weights and Measures annual assessments July 1, 2011 through June 30, 2012.**

Mike Spence:

Mr. President and members of the Board, on an annual basis the State goes through a number of the businesses in the Village and verifies their measurement and their scales and their scanners to see that they're reading properly. So the State charges us \$4,800 to do this testing every year. This year they tested 1,097 different samples throughout the number of the businesses in the Village. And basically what we do is we take the total cost that we have to pay the State by the number of tests, and then we charge back to the business that cost.

In addition to that we also charge a license fee for the businesses in the Village and also administrative fee. So this then recovers the costs that we pay to the State as well as our operating costs. So I'm recommending approval of this schedule. And then if that schedule is approved then the bills will be sent out to the various businesses. So if there are any questions I'd be glad to answer them.

John Steinbrink:

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Mike, there's quite a time lag in there. Is that what we use as --

Mike Spence:

Yeah, what happens is we don't get the bill from the State until -- I think we get it in like October or whatever. And it's just a question of getting it through. This year I was a little bit later. I forgot that we had to come before the Board. Normally it's at the end of the year.

Michael Serpe:

We'll see if we get a lobby effort to eliminate that. Move approval.

Clyde Allen:

Second.

John Steinbrink:

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

**SERPE MOVED TO APPROVE THE WEIGHTS AND MEASURES ANNUAL ASSESSMENTS JULY 1, 2011 THROUGH JUNE 30, 2012; SECONDED BY ALLEN; MOTION CARRIED 4-0.**

**C. Consider the request of Daniel and Rebecca Ruth and Jeffrey and Elizabeth Crabtree to release an ingress and egress easement on a portion of Lot 2 of Certified Survey Map (CSM) 2503 to service Lot 3 of said CSM that is no longer needed since each lot has its own access to 47th Avenue.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request for a release of an access easement basically on a portion of Lot 2 of CSM 2503. Daniel and Rebecca Ruth own the property located at 11315 47<sup>th</sup> Avenue, Lot 2 of the CSM. And Jeffrey and Elizabeth Crabtree are constructing a new home just to the south of them on Lot 3 of CSM 2503. The property owners are requesting to release the ingress access easement basically crossing from one property to the other because the Crabtree's were able to obtain a fill permit from the Wisconsin DNR and obtain their own access directly to 47<sup>th</sup> Avenue for the new home that they are in the process of building right now. And since this easement is no longer needed because they have separate access points to 47<sup>th</sup> Avenue, they are requesting that this easement be released from the certified survey map from when it was originally approved. The staff and the Plan Commission recommend approval of this release of this easement subject to recording this release of this document at the Register of Deed's office.

Monica Yuhas:

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So moved.

Clyde Allen:

Second.

John Steinbrink:

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

**YUHAS MOVED TO APPROVE THE REQUEST OF DANIEL AND REBECCA RUTH AND JEFFREY AND ELIZABETH CRABTREE TO RELEASE AN INGRESS AND EGRESS EASEMENT ON A PORTION OF LOT 2 OF CERTIFIED SURVEY MAP (CSM) 2503 TO SERVICE LOT 3 OF SAID CSM THAT IS NO LONGER NEEDED SINCE EACH LOT HAS ITS OWN ACCESS TO 47TH AVENUE, SUBJECT TO THE CONDITIONS SET FORTH BY STAFF; SECONDED BY ALLEN; MOTION CARRIED 4-0.**

**D. Consider adoption of a Post-Issuance Tax Compliance Policy for Tax-Exempt and Tax Advantaged Obligations.**

Kathy Goessl:

Mr. President and the Village Board, attached in your packet is a policy for a post issuance compliance policy. This policy sets forth specific policies for the Village to follow to comply with post-issuance debt requirements. So when we issue tax exempt debt there's certain procedures that must happen before the debt's issues, as well as after until the debt is actually retired. So this policy is recommended to be adopted so that it's an advantage with the IRS that if we have a policy on file if we do get audited they will treat us more favorably if we have a policy in place.

So this policy outlines the different areas that we need to comply with. Some of the areas are the actual issuance of the obligation and the documents that must be kept on file from the actual issuance. There's a section on arbitrage which means that we as a Village cannot make more on interest income on the money that we borrow than we're paying out in interest expense. And if we do we need to refund that difference to the IRS. So we need to keep track to make sure we do not earn more interest than we're paying out which is really not a problem in the last couple of years based on the low interest rates.

Also it outlines private activity concerns and the policies we must follow to monitor and track if we do use the bond proceed for private use or make payments out of that for any facilities. And then another section in here is qualified tax exempt obligations. Each year to be qualified tax exempt obligations you must not issue more than \$10 million otherwise it gets you a different interest rate. So we have to monitor and make sure that when we issue debt that we know what we're going to issue in the future so we know how to actually sell the debt up front when we first do our first issue.

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Federal subsidy payments, on a semi-annual basis we have two debts that actually have these payments from the federal government. So twice a year I have to file a report with the IRS to get our money back from them. Because the bonds are actually paying out at a higher interest rate, and then the federal government gives us money back to make them lower them to an actual tax exempt rate. So currently we have two debt issues that are like that, and I have to file semi-annually, and our payment back is about \$71,000 semi-annually, so \$140,000 a year. So that's a big deal if I forget to file those.

And also record of retention, we must retain the records for as long as the debt is outstanding plus another seven years. And then there's also continuous disclosure requirements that by September 30<sup>th</sup> annually and when there's material events I must file with a central database letting them know our financial statement as well as any material events that have happened.

So this policy I would recommend adoption. We're actually going out for a bond issue to refinance RecPlex I believe debt issue next meeting. So I'd like to get this in place so that when we get the questionnaire for this upcoming bond offering I can check off that we do have a policy so that they will look more favorably on us if we do have an audit.

Clyde Allen:

I'll make a motion to approve.

Monica Yuhas:

Second.

John Steinbrink:

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

Clyde Allen:

Kathy, you mean to say we're not making big bucks off our borrowings?

Kathy Goessl:

No, we're not.

John Steinbrink:

No further?

**ALLEN MOVED TO APPROVE THE ADOPTION OF A POST-ISSUANCE TAX COMPLIANCE POLICY FOR TAX-EXEMPT AND TAX ADVANTAGED OBLIGATIONS; SECONDED BY YUHAS; MOTION CARRIED 4-0.**

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**E. Consider Ordinance #13-02 -- Ordinance to Create Chapter 170 of the Municipal Code pertaining to Escorts and Escort Services.**

Mike Pollocoff:

Mr. President, we have Kevin Long from Quarles & Brady and Chief Mogensen to talk about this ordinance. If you think back last fall we went through a work session with Attorney Long and Dave to address the problem that's been growing and ways we can take care of it. This ordinance that we have tonight is virtually the same with a few tweaks that we talked about the other night. I don't know if you guys have anything to add or talk about it or if you have any questions on it since we met last. The ordinance I think we probably should have got it out a little bit sooner, but I think this is a good time to get it going.

Kevin Long:

Mike, I think the Chief has a few remarks with respect to the policies behind the ordinance.

Chief Mogensen:

Mr. President and members of the Board, the biggest reason for creating this ordinance is to not only control the business itself, but it's also to make sure the people working for these businesses meet requirements, that they have clear background checks, that there's no criminal violations related to the type of business that they're performing. The reason for that is in escort services in general there are a number of secondary problems associated with it. Other crimes such as prostitution, pornography, even more serious crimes of robbery, assault, theft, you name it, there's usually some other element that's involved with this type of service. Just the nature of the business I suppose.

What is happening is because of the internet we're getting a lot of people posting their own personal advertising to provide these services, and it's not regulated. There's no way to keep track of or monitor what is occurring. And as a result you end up with some of the illegal activity that's taking place.

And so the way that the ordinance is structured it has very severe penalties, and it's because we want to do whatever we can to make sure that the people in the Village are safe and that any legitimate business is protected and is performing a legal service. And that the residents and the people involved with the service do not face any illegal activity or are not subject to it or at risk of it.

Kevin Long:

Mr. President and Trustees, the only other point that I would make and then we can take any questions, we do have a PowerPoint which is essentially the same as the PowerPoint that we went through in the working session, but it's important to recognize the purpose of the statute and the ordinance in the ordinance itself which is the purpose and intent of the Village that the licensing



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of escorts and escort services be regulated so as to further protect the public interest, safety and welfare by providing minimum qualifications and to regulate, prevent and combat, control and mitigate the harmful secondary effects of escorts and escort services operated within the Village in a manner that is fully consistent with the First Amendment of the United States Constitution. And this ordinance consistence with the directives of what came out of our working meeting is to balance those to balance the constitutional rights of all citizens as well as the rights of all Pleasant Prairie citizens with respect to mitigating those harmful effects. The second effects are very similar to the secondary effects that we discussed when the adult use ordinance was enacted by the Village several years ago. And those findings and those secondary effects are essentially incorporated into the testimony of the Chief today.

John Steinbrink:

Is there a PowerPoint we're going to see or we've already seen it?

Mike Pollocoff:

We went over it in the working session.

Michael Serpe:

When this came up I did go online, Dave, and it's big. I was surprised how big it is and how open. So I agree. What are the penalties? What did we come with the penalties on this, Kevin, and what did we decide on?

Chief Mogensen:

The first violation would be a \$2,000 plus costs.

Michael Serpe:

And that's coming to Pleasant Prairie's --

Chief Mogensen:

Pleasant Prairie Municipal Court. So the first violation would be \$2,000, second \$3,000 and third and subsequent would be \$5,000 plus costs.

Michael Serpe:

And realistically how many do you think we'll license?

Chief Mogensen:

Probably not many. Actually there's a Grand Chute Police Department, or the municipality of Grand Chute, similar in size to the Village of Pleasant Prairie. Almost identical population. They

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enacted an ordinance very similar to this, probably almost exact, because they realized that they had a lot of activity that was popping up on the internet. And they're close to a main highway similar to us, I-94, they're on Highway 41. A lot of motels around the interstate. The year that they enacted this they ended up making about 200 arrests for the crime of prostitution and soliciting the crimes.

It's just a small community, but they recognized that they had a problem, and they have similar penalties. I think theirs is \$2,600 or \$2,500 for the first violation. And they attacked it aggressively as would we, and there was a need and they did have an impact. So it's out there, and I think by enacting this ordinance I think we will do a great service to the Village in protecting them. I don't know if we'll have many people register for it, but I think you'll see results from the ordinance.

Michael Serpe:

I guess the good thing about this also is if there's going to be a covert operation conducted by your department my only fear is that we give the officer that's involved enough protection in case something does go wrong. I hope that doesn't happen. In stuff like this a very good possibility. I think we have now the tools I think to make an impact. I think a few incidents of special assignment will do a lot of good as far as possibly curbing some of this activity.

Chief Mogensen:

I agree.

Michael Serpe:

I'm totally in favor of this. And if you're looking for approval -- are we ready for this now at this first reading?

Mike Pollocoff:

Yes.

Michael Serpe:

I would move approval of Ordinance 13-02.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde for adoption of Ordinance 13-02. Any further discussion?

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**SERPE MOVED TO ADOPT ORDINANCE #13-02 -- ORDINANCE TO CREATE CHAPTER 170 OF THE MUNICIPAL CODE PERTAINING TO ESCORTS AND ESCORT SERVICES; SECONDED BY ALLEN; MOTION CARRIED 4-0.**

**F. Consider Ordinance #13-03 -- Ordinance to Amend Chapter 1-4 of the Municipal Code relating to Violations and Penalties.**

Chief Mogensen:

Mr. President and members of the Board, this will act in conjunction with the ordinance you just passed. What this does is it raises the fine for violations of prostitution and solicitation of prostitution, those violations issued through municipal court. Right now the maximum penalty for either of those is \$500 plus costs. This ordinance would increase that amount to the same penalties as for the previous ordinance which is \$2,000 for the first violation, \$3,000 for second and \$5,000 for the third and each additional. It would work in conjunction with the previous ordinances passed.

Michael Serpe:

One question. Kevin, maybe you could answer this. What happens if the arrested party doesn't pay?

Kevin Long:

If the arrested party doesn't pay it would be similar to not paying any other ordinance violations.

Michael Serpe:

But that may not include jail time, is that right?

Kevin Long:

I don't know the answer to that question. I believe it would not as an ordinance violation as a matter of court provide for jail time.

Chief Mogensen:

Fines would typically be sent to collections for a tax intercept but no jail time.

Michael Serpe:

The laws have changed in the last few years as far as what we can impose for nonpayment. I don't think incarceration is one of them that we have an alternative on. That's just a concern that I have with this. We'll see where it goes.

Kevin Long:

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Right, that's not something we control. But in general the implementation of these type ordinance has had the effect of taking the activity out of municipalities and minimizing the secondary effect.

Michael Serpe:

I move approval of 13-03.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica for adoption of Ordinance 13-03. Any further discussion?

**SERPE MOVED TO ADOPT ORDINANCE #13-03 -- ORDINANCE TO AMEND CHAPTER 1-4 OF THE MUNICIPAL CODE RELATING TO VIOLATIONS AND PENALTIES; SECONDED BY YUHAS; MOTION CARRIED 4-0.**

**G. Consider Ordinance #13-04 -- Ordinance to Amend Chapter 214 of the Municipal Code relating to Licenses and Permits.**

Jane Romanowski:

Mr. President and Board members, this ordinance actually incorporates amendments and some cleanup that was discovered as we were trying to add these additions in. So 214-1, license fees enumerated, number F was added just because of the adoption of Chapter 170 with escort service and escorts. We'll skip to the same section, Item P. If you recall back in October of 2011 we had the second hand article dealer and jewelry license update as a chapter, and all of that is in the municipal code. Those fees were not included in the licensing and permit chapter which just basically is cleanup and now they are.

And then we go to general licensing requirements 214-2, and that enumerates the licenses that the Village Clerk can issue without Board approval. The ones that aren't bolded have been in there, but we did add (4) would be the escort and escort service licenses. And note that that would be upon approval of the community development department and the Chief of Police. We have a process when a license application would come in, how it proceeds through the staff. And then we added number (7), and this has happened because we've had these licenses already. I can issue a license with the approval of both the Community Development Department and the Chief of Police. So a little bit of cleanup, some addition.

Going back when I'm looking at G and H the cleanup on that was we noticed all the licenses listed here expired June 30<sup>th</sup> which they don't. This is an old ordinance that needed to be updated. So I've added obviously the December 31<sup>s</sup> date and I've noted going back to sub M, sub

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O that I've added the word calendar, and that takes care of all licenses whether they're issued through June 30<sup>th</sup> or December 31<sup>st</sup> or for a shorter term such as a peddler's license which is a three month license. And then it corresponds to that, originally it was May 15<sup>th</sup> you would have to submit a renewal. Again, when you have a calendar year license that's not the case. So that was just changed to say at least 30 days prior to the expiration date of the license term. So some cleanup, some additions, and I would recommend this ordinance is approved.

Monica Yuhas:

I'll make a motion to approve Ordinance 13-04.

Clyde Allen:

Second.

John Steinbrink:

Motion by Monica, second by Clyde for adoption of Ordinance 13-04. Any further discussion?

**YUHAS MOVED TO ADOPT ORDINANCE #13-04 -- ORDINANCE TO AMEND CHAPTER 214 OF THE MUNICIPAL CODE RELATING TO LICENSES AND PERMITS; SECONDED BY ALLEN; MOTION CARRIED 4-0.**

**H. Consider Operator License Applications on file.**

Jane Romanowski:

We have three of them tonight, Nicole Kloet, Ashley Sentieri and Joseph Sturino. All applications had no records and I would recommend approval.

Michael Serpe:

Move approval.

Clyde Allen:

Second.

John Steinbrink:

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

**SERPE MOVED TO APPROVE OPERATOR LICENSES TO NICOLE KLOET, ASHLEY SENTIERI AND JOSEPH STURINO AS PRESENTED; SECONDED BY ALLEN; MOTION CARRIED 4-0.**

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9. **VILLAGE BOARD COMMENTS** – None.

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.**

John Steinbrink:

We'll need a roll call vote.

Michael Serpe:

Move to go into executive session.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica.

**SERPE MOVED TO ENTER INTO EXECUTIVE SESSION AS NOTICED; SECONDED BY YUHAS; ROLL CALL VOTE – STEINBRINK – AYE; ALLEN – AYE; SERPE – AYE; YUHAS – AYE; MOTION CARRIED 4-0.**

John Steinbrink:

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

11. **RETURN TO OPEN SESSION**

12. **ADJOURNMENT.**

After discussion concluded in closed session, **SERPE MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY YUHAS; ROLL CALL VOTE – STEINBRINK – AYE; ALLEN – AYE; SERPE – AYE; YUHAS – AYE; MOTION CARRIED 4-0 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  
January 21, 2013  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, January 21, 2013. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Mogensen, Interim Police Chief; Doug McElmury, Fire & Rescue Chief; Rocco Vita, Village Assessor; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, Human Resources Director; and Jane M. Romanowski, Village Clerk. Two citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. CITIZEN COMMENTS**

Jane Romanowski:

We have one signup today, Rick Hershberger.

John Steinbrink:

Thank you, Rick. If you'll give us your name and address for the record.

Rick Hershberger:

Rick Hershberger, I'm the director of distribution for Meijer, 2929 Walker Avenue NW, Grand Rapids, Michigan, 49544. I came tonight to be available in regards to any questions for agenda Item B.

John Steinbrink:

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

- 5. ADMINISTRATOR'S REPORT – None.**

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**6. NEW BUSINESS**

**A. Consider Resolution #13-03 - Resolution authorizing the issuance and sale of \$6,975,000 General Obligation Refunding Bonds, Series 2013.**

Kathy Goessl:

Yes. The resolution actually has changed to \$7,305,000 because the resolution you had was before the sale actually happened or the pricing was happening, and this is actually priced last Thursday. So the final pricing gives us a bond amount of \$7,305,000. So this bond is to refinance a RecPlex balloon payment which we're going to be calling on May 1, 2013. The payment was actually maturity of May 1, 2014, the amount of \$7,850,000. The note we're calling had a 5 percent interest rate and was issued back on May 3, 2004.

The pricing on this new bond actually comes in with an effective interest rate of 2.06 percent. It's actually being issued at a premium of \$665,931. The coupons range from 3 to 3.25. We were rated by Standard and Poors, and they maintained our rating at AA with a stable outlook. So if you have any questions on this refinancing, otherwise I need a roll call vote.

John Steinbrink:

Any questions?

Michael Serpe:

I was just curious what's the amount of savings that we're realizing on that because of the refinancing? I'm not complaining.

Gene Schulz:

Actually it's a restructuring because what we did with the original issue we did it on a 20 year amortization with a 10 year balloon. Now we're taking the balloon out over the remaining life of 20 years. So you can't really come up with a true savings because we're taking one maturity of 2014 and spread it out over another 10 years. But had we gone back from the original issue of 2004 and issued it on a 20 year basis at that time we've saved between \$500,000 and \$600,000 by doing it this way. So that's the best way of looking at it at this point.

Michael Serpe:

Sounds good. I move approval.

Steve Kumorkiewicz:

Second.



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John Steinbrink:

Motion by Mike, second by Steve. Any discussion? Hearing none, roll call vote has been requested.

**SERPE MOVED TO ADOPT RESOLUTION #13-03 - RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$6,975,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – SERPE – AYE; KUMORKIEWICZ – AYE; YUHAS – AYE; STEINBRINK – AYE; ALLEN – AYE; MOTION CARRIED 5-0.**

- B. Receive Plan Commission recommendation and consider Ordinance #13-05 to adopt the STH 50 Access Management Vision as a component of the Village's Comprehensive Plan and to create Section 390-6 G of the Village Municipal Code to specifically list this Plan as a component of the Village's Comprehensive Plan.**

Jean Werbie-Harris:

Mr. President and members of the Board, the purpose of this Ordinance 13-05 is to adopt the State Highway 50 Access Management Vision as a component of the Village's Comprehensive Plan. And this is to create 390-6 G of the Village Municipal Code. Specifically, Highway 50 Access Management Vision extends from I-94 to 43<sup>rd</sup> Avenue in the Village. The plan is identified as an access management vision because it's really an extension and expansion of the Transportation Access Management Plan that was completed by the then Town of Pleasant Prairie, City of Kenosha, County of Kenosha as well as Wisconsin DOT back in 1987.

The purpose for this update was the fact that we were experiencing a lot of economic changes and growth in the area as well as there was starting to get a great deal of traffic demands on Highway 50. So we needed to look at making sure there was continued access restrictions and other modifications to medians and such in order to protect the integrity of the highway.

As you know, in 2012 there was a large DOT project to do a resurfacing of Highway 50 and to remove some medians and some driveways, but really this is the long-term vision plan to help as land uses advance in our community. And Highway 50, as you know, is not proposed to be widened to a six lane profile until at least 2022. So it will be some time before that actually happens.

So this is really an update of a plan that was brought to the State and to the Village. About a year ago it was completed. The situation is that we are now getting to the point where we're adopting this plan. We've made a number of minor revisions and other major revisions in working with the DOT on this plan. Specifically it does offer for some options for managing new access, identifies where new proposed signalized intersections would go, where medians would be restricted through channelized left and right turn lanes. It offers a lot of detailed information to the local communities, again, when new plans are being advanced to the DOT and new development is occurring.

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The Village staff went through. The staff went through each of these four segments on Highway 50. As you move from approximately 118<sup>th</sup> Avenue east all the way to 43<sup>rd</sup> Avenue this is the first segment of the plan. And this plan specifically does identify the channelized left turn lane movements, the restricted access, the removed driveway points. It identifies in blue A and B where the local access roads are going to be constructed. As you know the local access road in Pleasant Prairie identified as B is 109<sup>th</sup> Avenue and 77<sup>th</sup> Street to the east. And then to the west an extension of about Eau Plaines Parkway which will lead into the future Chateau Eau Plaines area when and if that does develop.

And then moving further to the east the next segment, again, between 104<sup>th</sup> Avenue on the left and then just past the tracks on the right, the south side, again, we're focusing in on Pleasant Prairie. It just identifies a lot of the same things that we have already implemented in Pleasant Prairie. This is our Prairie Ridge development and then going east of 88<sup>th</sup> Avenue. This is the third segment from the railroad tracks. It takes us all the way to Highway 31 and beyond almost to 60<sup>th</sup> Avenue. Again, there's a lot more restricted access. There's identified for local access roads, closed medians, closed driveways. Again, this is intended to be a guide to direct new development when and if it does happen in our combined communities.

One of the elements I just want to talk about just briefly, we talked about it at length at the Plan Commission meeting, is the jug handle area at Highway 31 and Highway 50. This plan actually advances and identifies a jug handle approach which actually just pulls that development away from the intersection of 50 and 31 for the right hand turn movements. There's some discussion that's going on as to whether or not that plan is going to be advanced or not, but the plan does show the jug handle there talking about some other options at this point as basically having four through lanes in each direction and double and triple turn lanes and things like that. The way we wrote this is that Pleasant Prairie is open to further discussion, but I think generally we have supported this jug handle over the last several years. But we are open to listen to the discussion and any traffic studies that may present something different to us.

And then the final segment is that area between 60<sup>th</sup> Avenue and 43<sup>rd</sup> Avenue. Again, the biggest impact I think really is in the City of Kenosha with respect to a number of closures of driveways, a number of the ones in Pleasant Prairie, at least three of these have already been closed in Pleasant Prairie, the median closures. Again, the key is not to have direct driveway access out onto Highway 50 but really to encourage cross-access and shared driveways and getting that traffic movement to area or adjacent public streets, and then bringing that public street traffic north to Highway 50.

Again, we've been working on this for a very, very long time. And the staff and the Plan Commission is recommending approval of the Wisconsin Highway 50 Access Management Vision I-94 to 43<sup>rd</sup> Avenue. It was dated January 2012, and I'm not sure if we're the first community to adopt it, but the State is very anxious to get us moving and all the communities moving toward adoption of this plan.

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Mike Pollocoff:

As Jean indicated there's been some additional discussion related to the intersection of Highway 50 and 31 and whether or not the jug handle alternative is viable. The jug handle alternative was an outgrowth of several other proposals, overheads, underpasses, other schemes to handle that traffic. And it was determined by a process where really nobody was happy that the jug handle seemed to accommodate the most amount of traffic. That would be the option.

In the intervening time there was some changes to state law that altered what would be permitted on Highway 31 for the weight and the length of trucks that would be going down Highway 31, primarily from the SC Johnson facilities down to LakeView where they're going to have a warehouse facility. And that kind of juggles some of the process numbers that I think even SC Johnson didn't anticipate. It's their other arm of their operation is the bank look at how that affects it.

And we're kind of coming down to conclusion to get a lot of these issues resolved, and then this issue bubbled up. We might end up going back to jug handles, but I mean I think there's some additional data that needs to be evaluated as it relates to traffic counts, as it relates to coming up with some other alternatives and just what the impacts are as far as abandoning driveways, acquiring additional right of way and relocating businesses before that's done.

The ordinance that's before us tonight has language that says that we're adopting this, we're making this an ordinance, everybody is going to follow this ordinance provided further discussion related to the intersection is required. I don't think we can really hang our hat on the Village's capacity or ability to enforce something within the Village on whether or not discussion occurred and what the results of that discussion were.

So I'm recommending some amended language to G where after January 12<sup>th</sup> providing for additional evaluation and approval of alternative engineering designs for the intersection of Highway 50 and 31. I think we really need to state specifically that we're going to approve this plan, but the DOT and the parties involved haven't concluded the intersection plan. And for us to include in the ordinance there has to be some design alternatives that they've gone through, vetted through the communities as well as ourselves, and then adjust that. So I don't want to toss the whole ordinance out, but I think if we just say further discussion. I don't know what that means. If we really try to get somebody to do something and somebody wants to have an access point and we're denying or we're not recommending it, I don't think we've got a lot to hang our hats on. I'd just much rather say is we have to recognize there's more work that's going to be done on it. I don't know what the end result is going to be, but they should vet that process out with some of the things that have changed since they did the jug handle analysis.

John Steinbrink:

Jean, we call this the vision or the DOT is calling it a vision. It's the same vision the Village has always followed especially when you look at Prairie Ridge how we've laid this out. And we've done this as long as I can remember as being proactive on this and working with the State to get this done. It seems like we're doing a lot of catch up here, and has the City adopted this?

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Jean Werbie-Harris:

Not to my knowledge.

John Steinbrink:

Because they've got the biggest nut to crack over here with what they haven't done over the years.

Mike Pollocoff:

You can just tell by looking at the number of changes that Jean identified that we have to do versus the north side of the highway.

John Steinbrink:

And the jug handles are basically a last resort. And they're a last resort because they didn't plan when they developed that intersection there with what they put on the corners. Now, everybody knew that was going to grow and become something in the future, but it's become a very costly venture now because we have to make those corrections. Businesses are concerned on the corners what's going to happen and that, but I have to agree with Mike. We sat through those hearings or meetings, and I sat through even more of them where people were concerned about how this intersection is going to be handled to handle the traffic in the future.

And unfortunately the wisdom of the State didn't prevail or the wisdom of the Village didn't prevail in the City because we had asked that this construction be moved ahead on 50 and said that repaving project went ahead and we postponed the major reconstruction. That's probably something that's going to come back to haunt this area after we become over crowded and that. I just have to agree with Mike on making those changes because having sat through those meetings and different groups who were involved in looking at this intersection and what's going to happen.

Michael Serpe:

I agree with you, John, and Mike also. I'm still troubled by the fact that when the State came forward and said that they were going to repave Highway 50 out to the I, and we questioned that because of the amount of money it's going to take and they're going to reconstruct in 2017. And now it's pushed out to 2022. And I'm here to tell you that road is going to be impassable by 2022. It's going to be impassable by 2018, by 2017. Mike, I'm going to support your amendment, and I agree with everything John said.

I want to further say I think we should get hold of the City, and together I think we should ask that the 2017 date be put back on the agenda here to get that road widened to where it needs to be to handle the traffic that we're creating. We're not getting smaller. Meijer is coming in now. They're going to create traffic out there. Our commercial development on Highway 50 at Prairie

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Ridge is going to create more traffic. We have subdivisions now going in. We have apartments going in. We're just building, and Kenosha is doing the same thing on the north side. We can't afford to leave that road the way it is for nine more years. It's suicide. I'm not going to get too political here. I will support and move approval of 13-05 with the amendment that Mike mentioned.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde. Any further discussion? If not I have a call here for a roll call vote, is that correct?

Jane Romanowski:

Yes.

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #13-05 TO INCLUDE THE STH 50 ACCESS MANAGEMENT VISION AS A COMPONENT OF THE VILLAGE'S COMPREHENSIVE PLAN AND TO CREATE SECTION 390-6 G OF THE VILLAGE MUNICIPAL CODE TO SPECIFICALLY LIST THIS PLAN AS A COMPONENT OF THE VILLAGE'S COMPREHENSIVE PLAN SUBJECT TO THE RECOMMENDED CHANGES OF THE VILLAGE ADMINISTRATOR; SECONDED BY ALLEN; ROLL CALL VOTE – YUHAS – AYE; KUMORKIEWICZ – AYE; ALLEN – AYE; SERPE – AYE; STEINBRINK – AYE; MOTION CARRIED 5-0.**

- C. Receive Plan Commission recommendation and consider Ordinance #13-06 to amend Section 420-76 DD of the Village Zoning Ordinance related to wall sign requirements.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is Ordinance #13-06, and this is an ordinance to amend the Village's zoning ordinance as it relates to sign requirements. A public hearing was held before the Plan Commission, and there were no objections to the modifications. Specifically, these are modifications to Section 420-76 DD as it relates to wall signs.

Over the past couple of years we've gone through a series of reviews with new commercial tenants in the Village, and they've kind of been pushing things to the limit with respect to some of the provisions in the sign ordinance, some of the things of which we thought might be more common sense and really seem to be the right things to do. But because I didn't have it in an ordinance it became very difficult to implement. So some of the items that are identified in red on the screen, there's two separate sheets that identify these bolded items.

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The biggest things have to do where the sign is placed on the building and that it doesn't overlap architectural features that the signage isn't too big for the space that's been identified for the wall sign. There are provisions that talk about the size and the depth of the wall sign that can be placed on the building. There's specific language now that says that the wall sign cannot extend beyond the leasable storefront space of the tenant of where you're looking to place that sign. That we have only channel type or pin mounted letters. One of the things that we aren't going to be allowing anymore are these box or cabinet signs. Typically they have not been approved in any of our PUDs, but we just want to make it very clear. No sign raceways are allowed or visible crossovers. And we do allow some provisions throughout that if, in fact, a sign is presented that we just didn't envision that it could look a certain way or be designed a certain way, there is some flexibility that's been written into these provisions given to the zoning administrator to evaluate some of these signs on a case-by-case basis.

So the Village staff and the Plan Commission recommend approval of these modifications that have been shown that you've seen, again, to Section 420-76 DD. So we recommend approval of Ordinance #13-06.

Steve Kumorkiewicz:

So moved.

Clyde Allen:

Second.

John Steinbrink:

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

Monica Yuhas:

Jean, one quick question. If there's a signage that's currently not conforming to this new ordinance, if they go to replace a sign or if something needs to be replaced would they have to conform to the current ordinance? Or, are they grandfathered in?

Jean Werbie-Harris:

It depends. If the value of that sign exceeds -- they can make certain improvements to a particular sign because it would be considered a nonconforming sign. But once they exceed that excess value of that original sign then they would need to conform to the current regulations. So far the various entities that had presented some challenges to us they eventually complied with what these rules and regulations were because of the adjacent sign PUDs that were adjacent to these properties. So I think that this is very typical of what you have seen in Pleasant Prairie.

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We just have a couple more stand alone businesses that aren't in a PUD that were raising a number of questions. And they said, well, you know, if we would have known about these ahead of time. So now they know what they are, and now they're nonconforming, so each time they come in to change that sign we document the value of the sign of what it was when it became nonconforming, and then they can do these improvements but they can't exceed that value of that sign over that period of time into the future. Otherwise they'll have to bring it up to code into this current regulation.

Monica Yuhas:

Thank you.

John Steinbrink:

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

**KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #13-06 TO AMEND SECTION 420-76 DD OF THE VILLAGE ZONING ORDINANCE RELATED TO WALL SIGN REQUIREMENTS; SECONDED BY ALLEN; MOTION CARRIED 5-0.**

**D. Receive Plan Commission recommendation and consider the request of CenterPoint WisPark Land Company LLC for approval of a Certified Survey Map for vacant property north of 109th Street between 80th and 88th Avenues.**

Jean Werbie-Harris:

Mr. President and members of the Plan Commission, this is a request for a certified survey map, and this is for the property that's generally located south of 107<sup>th</sup> Street north of 109<sup>th</sup> Street between 80<sup>th</sup> and 88<sup>th</sup> Avenues in the LakeView Corporate Park. It's the construction of the 471,403 square foot distribution building to be referred to as Ta Chen International, Inc. Initially it was identified as LakeView 14, but they have since announced that they are going to be the tenant at that particular location and will be taking over 100 percent of that building.

They are a distributor of stainless steel products. In fact, Ta Chen is the world industry leader in inventory, breadth, depth and availability for over 25,000 stainless steel, aluminum and nickel type products. They have eight locations nationwide offering same day and next day services. Ta Chen provides access to one of the most complete inventories of pipe, tub, sheet, plate, bar, fittings, valves in the metal industry.

This is a matter that was before our Village Plan Commission on January 14<sup>th</sup>, and the Plan Commission conditionally approved their preliminary site and operational plans so that they could begin their mass grading and footing and foundation work. The company has since decided not to piecemeal this. They actually already submitted their final site and operational plans to the State, and they're working on submitting everything to the Village. So they intend to move very

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quickly forward and break ground in the spring with this facility. They're not going to do it in steps or phases.

Specifically they have a certified survey map that has been requested. Because, as you know, with certified survey maps we use them to combine parcels, to identify easements and to have one single legal description identifiable, easy to read legal description for a particular property. And so their certified survey map has been submitted and is recommended for approval by the Plan Commission as well as the staff.

Michael Serpe:

John, I have one question. Jean, I missed it at the Plan Commission if it was mentioned. Is the entire operation moving into Pleasant Prairie from Illinois?

Jean Werbie-Harris:

My understanding is that it is.

Michael Serpe:

Office and everybody?

Jean Werbie-Harris:

Yes.

Michael Serpe:

Good. Move approval.

Jean Werbie-Harris:

With expansion.

Steve Kumorkiewicz:

Second.

John Steinbrink:

We have a motion by Mike, second by Steve. Any further discussion?



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**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP FOR VACANT PROPERTY NORTH OF 109TH STREET BETWEEN 80TH AND 88TH AVENUES; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

- E. Receive Plan Commission recommendation and consider the request of Meijer Distribution, Inc. for approval of a Certified Survey Map for the property located at 7400 95th Street.**

Jean Werbie-Harris:

Mr. President and members of the Board, the petitioner has recently acquired property previously occupied by SuperValu located at 7400 95<sup>th</sup> Street, and the use of the site and the facility would be for another wholesale grocery distribution center. This one would be for Meijer Distribution, Inc. from Grand Rapids, Michigan. They intend to construct a 253,677 square foot distribution center addition onto the existing facility. This addition would accommodate a high bay automated storage and retrieval system or an ASRS building, welfare areas and associated docks.

As you know, the existing facility has one story office space of over 54,000, dry grocery warehouse at over 360,000 square feet, refrigerated warehouse at over 137,000 square feet, a tractor trailer maintenance and service building, a guard house, an energy center and a fueling station. So they are completely outfitted for this type of use. This fits them very well. Again, the addition they are proposing would address their dry goods storage and retrieval system that they are proposing at this location. The facility would operate 24 hours a day, seven days a week. Truck deliveries would be departing and entering throughout the day. At the Plan Commission meeting we went through very specific information with respect to the employees, the number of trucks and the truck traffic as well as their schedule.

Specifically, just as a reminder, the existing facility will be closed approximately May of 2013 through mid 2014. Operations are expected to then restart by the summer/fall of 2014. Again, at peak time full-time employees are estimated at 486 including third party labor, and part-time employees are estimated at 42 with third party labor as well.

Site access for this development is similar to what it was before. Everything with respect to trucks are coming in off of Green Bay Road at their main truck entrance where the guard station is. They are constructing some additional parking lots at that northern end including a bullpen area which is like a waiting area for scheduled times for trucks to make their deliveries. The office area will have their access still from 95<sup>th</sup> Street midway between Highway 31 and the railroad tracks headed north into their parking lot, so it would continue to separate the office traffic with the truck traffic on this site.

What I explained already is the current or the proposed addition to the facility. Their ultimate master plan does show two more expansions to this particular facility at this location. Again, we do have a representative here from Meijer if you have any additional question. At the last Plan Commission on January 14<sup>th</sup> Meijer did receive preliminary site and operational plan approval. And, again, that would allow them to start any mass grading on the site and to start to submit for

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footing and foundation. We are working very closely with their contractors, Gray Construction, in order to continue to move them through that process so that they can submit their final site and operational plans later this spring so that they can start and get some timely work later this spring or early this summer for their addition work.

The certified survey map that's specifically before the Board, again, combines three properties because there's three different tax parcels, and it does also identify some additional easements and some other items on the certified survey map. We've made some corrections to that, and they are looking to make those modifications and get that back to us as well.

At the Plan Commission meeting we also did discuss briefly that the Village is working on an area wide traffic study that includes the Meijer property as well as Ta Chen and other large distribution facilities that have been recently announced in the Village. And so I don't know if Mike wants to get into some of that discussion, but we do intend to work with Meijer as well. They're just completing their traffic study for their grocery operations just north on 31 in the City of Kenosha. And we've just started some discussions with them regarding completing a traffic study for that intersection that they have. It's unsignalized but it's a full median opening at their main entrance as well. The staff and the Plan Commission recommend approval of the CSM.

Steve Kumorkiewicz:

So move to approve.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Steve, second by Monica. Mike?

Mike Pollocoff:

As Jean indicated we are going to be working to see that some TEA money, which is federal pass through money to the State to make some improvements. I'm not sure that those are going to be needed in the first instance. But the way the TEA grant works you need to get that application in before decisions are made to start construction on it. So it might be a secondary phase. I know there was some concern by some residents whether or not this was going to cause a burden.

Really, the long-range plans for that SuperValu facility when they were approved anticipated a fairly high number of trucks. And Highway 31 was designed and built with being able to accommodate all that traffic. So that traffic won't affect anybody on old Green Bay Road or anywhere else. But I do think in taking a good long-range look at a transportation plan in that area we need to make sure they can get in and out of their sites so there's not a problem and get in and out safely, plus be able to make sure that over the long haul we can have good traffic moving down to 165 and 165 out to the Interstate rather than relying on Highway 50. If you think back to

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the little conundrum we were talking about with Highway 50, I'd hate to see their trucks or anybody's trucks tied up in trying to get through the 50 and 31 intersection and getting out all the way up to the Interstate on 50.

One other item, I'm just making myself crazy, back to the other item on 50 and 31, I don't want anybody to think that Jean put in an inaccurate statement on that ordinance. I was part of writing that one, too. Just as it came up it was fairly current. So that was the place holder to get it changed, so I don't want anybody to think she did something wrong [inaudible]. But I do think that Meijer stores, and we're not really privy to that stuff and that's pretty premature, that traffic study is really going to drive how we reconfigure that intersection as well. All the more important we need to try and get that grant to get Meijer Distribution to be able to get out easily and go south.

John Steinbrink:

Right, because their work over there they have to continue over to 60<sup>th</sup> Avenue. So there's going to be some changes made to the plan we were all looking at for that intersection.

Michael Serpe:

There's been a whole lot of talk about Meijer's announcement coming into Pleasant Prairie and into the city. And I have not heard one negative thing about it. Matter of fact nothing but positive. And I think people are excited about what they're seeing, and we certainly welcome you to the community.

John Steinbrink:

With that being said we have a motion and a second. Are there any questions for the representatives?

**KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP FOR THE PROPERTY LOCATED AT 7400 95TH STREET; SECONDED BY YUHAS; MOTION CARRIED 5-0.**

John Steinbrink:

Thank you, gentlemen, for coming this evening and being here, and welcome to Pleasant Prairie.

**F. Receive Plan Commission recommendation and consider Land Transfer Ordinance #2 for the request of Louis Rosen, owner, to transfer approximately 9 acres of land generally located south of 104th Street and west of 120th Avenue (West Frontage Road) into Pleasant Prairie from the Village of Bristol (f/k/a Town of Bristol).**

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Jean Werbie-Harris:

Mr. President and members of the Board, this is Land Transfer Ordinance #2 at the request of Louis Rosen. He's the owner of some land that's generally located south of 104<sup>th</sup> Street and west of 120<sup>th</sup> Avenue. In accordance with the 1997 Settlement and Cooperation Agreement by and between the Village of Pleasant Prairie and the Village of Pleasant Prairie Utility Districts, the Town and now Village of Bristol and all their utility districts, this is an amendment, including the first amendment.

There are two options to transfer land into Pleasant Prairie from the Village of Bristol or now Village of Bristol. Option one is a direct annexation, but option 2 is a procedure for the transfer of land to the Village as outlined in our agreement, and that is the procedure that has been implemented at this point. And, again, this matter was also before the Village Plan Commission and is before the Village Board for its final decision.

On November 16, 2012, the Village received land transfer petitions from Louis Rosen, owner of approximately 9 acres of land generally located south of 104<sup>th</sup> Street, west of 120<sup>th</sup> Avenue. The property owners requested that a land transfer be approved to transfer said lands into the Village of Pleasant Prairie from Bristol pursuant to the 1997 agreement and first amendment to the agreement. These parcels are identified as Tax Parcel Numbers 37-4-121-254-0400 and 37-4-121-254-0405. They're located within the Village's growth area, and they complete the outermost limits of the Village's growth area along our southern boundary.

On November 21<sup>st</sup> the Village Clerk sent to all affected government entities a copy of Rosen's petition. The Board is considering this transfer tonight which is after the 35 day waiting period. According to the Village of Bristol both properties to be annexed into the Village are zoned A-2, General Agricultural District, and a portion of the properties are zoned FPO, Floodplain Overlay District. The properties will remain in these zoning districts at this time.

At a future date the Village will hold the required public hearing to amend the Village's Comprehensive Plan and to rezone the properties into the appropriate Village designations. These properties are not located within Tax Increment District #2, but the land to the north is located within the TID. The Plan Commission and the staff recommend approval of this Land Transfer Ordinance #2 as presented.

Monica Yuhas:

Motion to approve the Land Transfer Ordinance #2.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

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**YUHAS MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT LAND TRANSFER ORDINANCE #2 TO TRANSFER APPROXIMATELY 9 ACRES OF LAND GENERALLY LOCATED SOUTH OF 104TH STREET AND WEST OF 120TH AVENUE (WEST FRONTAGE ROAD) INTO PLEASANT PRAIRIE FROM THE VILLAGE OF BRISTOL (F/K/A TOWN OF BRISTOL); SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**G. Consider an Award of Contract to purchase Finance, Payroll, Human Resources and Utility Billing software.**

Tom Shircel:

Thank you, Mr. President and Board members. In order to improve the efficiency of the finance and human resource departments, the Village issued a RFP on April 3 of last year, 2012, for the purpose of acquiring a finance, payroll, human resources and utility billing software. In response to that RFP, Tyler Technologies, Inc. submitted a proposal to the Village dated April 25, 2012. After evaluation of all software vendors, in November of last year the Village IT department, HR department and finance staff selected Tyler Technologies as the preferred software vendor for furnishing, delivering, installing and implementing that specified software.

The Village Board approved through the 2013 operating capital budget process a total capital and operating budget of \$356,270 across all major enterprise funds and general government budgets. The actual contract with Tyler that you're considering tonight totals \$328,695 which is approximately \$27,000 under budget. So the amount of capital allotted was \$205,639 for software licenses, implementation and travel associated with that implementation. Operating amount allotted was \$150,631 for training, data conversion and travel expenses, again, associated with training and data conversion.

In your packet tonight the agreement is in your packet which details a provision of the Tyler products and services and the Village's payment for those services as set forth in that agreement. Implementation of that program will start next month with finance. And the utility billing software will be implemented in 2014. The Village attorney, human resources director, finance director and the Village IT staff has reviewed this agreement, and in their collective agreement is in order. And as the interim IT director I recommend that the Village Board approve the Tyler agreement as submitted. If you have any questions I'd be happy to answer them.

Michael Serpe:

I have. Where's Tyler located, Tom?

Tom Shircel:

They're in Maine.

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Michael Serpe:

And how long have they been around?

Tom Shircel:

That I don't know.

Mike Pollocoff:

It's been a while.

Michael Serpe:

They're well established?

Mike Pollocoff:

For a software company they've been around a while.

Kathy Goessl:

Over 20 years, and of all the people that we actually reviewed they had the most customers that were using their software. They are large staffed that specializes in different areas of their software to help with after implementation as well to help with any problems or help we need with software.

John Steinbrink:

Can we get a motion?

Michael Serpe:

I move approval of the contract to Tyler.

Clyde Allen:

I'll make a second with a question. Kathy or Mike, on the Section 6 limitation of liability, is that standard? That sounds pretty scary. Is that normal in their technology world do we know?

Kathy Goessl:

I believe it is. I know the attorney reviewed it as well and made some recommendation on some changes that he felt was a concern. So there was a couple changes made from them but this is their standard technology agreement.

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Mike Pollocoff:

The thrust of that is to ensure that from Tyler's standpoint, especially as you relate it to the item above, any modifications, changes, adaptations that the Village and our IT shop would make in their source code or their program that they're not going to assume any liability for it. From the software products that I've looked at between City Works and CSI and the knuckleheads that did the website, the technical term for them, they work to dish off as much liability as they can. That's where it's at.

Clyde Allen:

Thank you.

John Steinbrink:

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

**SERPE MOVED TO AWARD A CONTRACT TO PURCHASE FINANCE, PAYROLL, HUMAN RESOURCES AND UTILITY BILLING SOFTWARE FROM TYLER TECHNOLOGIES INC. IN AN AMOUNT NOT TO EXCEED \$328,695; SECONDED BY ALLEN; MOTION CARRIED 5-0.**

**H. Consider a State/Municipal Agreement for the proposed Kenosha County/Pleasant Prairie Park and Ride lot located on Terwall Terrace in Prairie Springs Park.**

Mike Spence:

Mr. President and members of the Board, Kenosha County has received a congestion mitigation and air quality otherwise known as CMAQ funding from the State of Wisconsin DOT to construct a park and ride lot in Kenosha County. The plan for the park and ride lot is to accommodate approximately 200 vehicles. Currently there are no park and ride facilities in Kenosha County, and this facility would promote car pooling opportunities and potentially the use of mass transit and thereby improve air quality. That's why the grant was given.

Originally the location that was being investigated by the County was at I-94 and Highway 50. But that was determined to be unacceptable because of environmental and other constraints. At this point the Village entered into discussions with Kenosha County and the DOT about the possibility of locating the park and ride in the Village at Terwall Terrace. As you know, the Village does need especially on the weekends overflow parking facilities adjacent to the RecPlex. So we presented a plan to the DOT really to make it a win-win situation for a commuter parking lot as well as an overflow lot for the RecPlex. The County and the DOT concurred that this was a good choice.

We've also indicated that this site would be a good site for some potential economic development, and the concept would include potentially some retail establishments. As you can see on the drawing there those two pink boxes represent some potential commercial development

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there. The facility would be a prime location for RecPlex events throughout the year. And further in the process it was determined that it makes sense for the Village to be a sponsor because we have additional plans for the area, and the parking lot would be actually a little bit bigger to accommodate RecPlex overflow parking.

So we've agreed to be the sponsor. So before you tonight you do have the agreement with the DOT and the Village to construct this facility and to accept the grant from the DOT. And if this is approved tonight, then the next steps would be we would initiate the actual design of the park and ride and move forward with construction. So I'm recommending that this contract or agreement with the DOT be signed. And I'd be glad to answer any questions.

John Steinbrink:

Mike, this is a good spot because we already know it's a good spot because people are already using this spot.

Mike Spence:

That's correct.

John Steinbrink:

And using our facility parking for easy access to the interstate and Highway 165.

Mike Spence:

That is correct.

John Steinbrink:

This is quite a logical step forward. It's just a shame it's taking this long. That unfortunately it State government at its finest I guess.

Mike Spence:

One thing in response to that, John, I guess I'm hopeful it is going to be a cooperative agreement with the DOT. And there are some environmental issues that we're going to have to address. And we're hoping with the way the process is going to be set up that will hopefully be more streamlined and we can get it built sooner.

John Steinbrink:

Right, because the need is already there, and it's proven by the number of people using that facility to park and ride with others to their workplace.



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Mike Pollocoff:

I think the fact that it's already being used, I think we counted from the aerial 125 cars in the RecPlex lot on a weekday when nothing was happening at the ball field. But I think the good balance of this is there's times when they need it that we don't need it, when we need it they don't need it. I think if we're able to stage that area so that it could be used by Amtrak as an Amtrak stop, for the people that live in the Village that commute down there, people that come up to the events in Pleasant Prairie will be able to use the train rather than overload the existing parking we have by coming up that way. And that won't happen next year or the year after, but I think it puts us in a position to leverage that spot for a train stop with Amtrak. I think almost every business we've talked to that's located in the corporate park from Abbott to any of them, Uline, that's like a key facility that they'd like to have in place is some train stop from either the Milwaukee run or Chicago.

Mike Spence:

One other thing to add to that, too, the facility will be designed to handle potential bus traffic as well. I mean there's potential. And, again, it might not happen overnight, but like with the Freeway Flyer or Badger Bus or whatever, the traffic circulation will be designed to handle that. So it truly will be a multimodal facility.

Steve Kumorkiewicz:

I've got a question concerning this parking lot. I know we need it, definitely we need it. But my question is who is going to be responsible to patrol that? It's going to be next to a State road, 165. What I can see here there's going to be three access - frontage road to the park. Who is responsible to police the area to make sure everything is going normal. People park for two weeks over there. That's what I'm concerned about.

Mike Pollocoff:

The same people who are responsible for patrolling the entire Village now, the Village. I mean the police department has to patrol our own lots where they're parking already.

Steve Kumorkiewicz:

Okay, I'm happy with that. Because I don't want the County getting [inaudible] in this. That's what I don't like.

Michael Serpe:

Steve, you have to understand this is in the jurisdiction of Pleasant Prairie. The County can patrol anywhere they want in the whole County if they wish.

Village Board Meeting  
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Steve Kumorkiewicz:

But that's our area.

Michael Serpe:

They'll be calling Pleasant Prairie Police Department for any help.

Mike Spence:

But generally I think the Village is going to be maintaining it. It will be our facility really in effect.

Steve Kumorkiewicz:

I want to make sure of that.

John Steinbrink:

Okay, we need a motion.

Clyde Allen:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

**ALLEN MOVED TO APPROVE A STATE/MUNICIPAL AGREEMENT FOR THE PROPOSED KENOSHA COUNTY/PLEASANT PRAIRIE PARK AND RIDE LOT LOCATED ON TERWALL TERRACE IN PRAIRIE SPRINGS PARK; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**I. Consider a Professional Construction Related Services Agreement for the Prairie Ridge West Development Sanitary Sewer Staking.**

Mike Spence:

Mr. President and members of the Board, the Prairie Ridge West development as shown on the drawing there is a 9.2 acre site. It's located just south of Highway 50 and west of the existing Olive Garden Restaurant there. This development is proposed to be subdivided into four lots for

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the potential development of two restaurants and two other commercial buildings which could be retail or other office use. Three of the lots are proposed to be served by public sanitary sewer. The public sanitary sewer construction work will consist of approximately 396 feet of 8 inch sanitary sewer, some sanitary manholes and two laterals. As being a public facility we will be involved in the construction staking and the as-built survey as well as construction and inspection.

The agreement that you have before you is with Crispell-Snyder of Lake Geneva to perform some construction staking and some limited inspection services. It's approximately \$2,200. The Village engineering staff will actually be doing the inspection on the project. And Crispell-Snyder has done this type of work for us in the past. So I'm recommending approval of the contract with Crispell-Snyder to perform these construction services for us. And would be glad to answer any questions.

John Steinbrink:

Do we have a motion and a second?

Steve Kumorkiewicz:

So moved.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Steve, second by Monica. Further questions for Mike?

**KUMORKIEWICZ MOVED TO APPROVE A PROFESSIONAL CONSTRUCTION RELATED SERVICES AGREEMENT WITH CRISPELL-SNYDER, INC. FOR THE PRAIRIE RIDGE WEST DEVELOPMENT SANITARY SEWER STAKING PROJECT; SECONDED BY YUHAS; MOTION CARRIED 5-0.**

**J. Consider Ordinance #13-07 to amend Chapter 370 of the Municipal Code relating to adoption of codes and electrical contractor licensing.**

Mike Spence:

Mr. President and members of the Board, before you we have some miscellaneous changes to Chapter 370 of the Village ordinance relating to the building and mechanical code. The first change is basically some housekeeping. The ordinance referred to the various standards from the Department of Commerce which was abbreviated COMM in our ordinance. Currently that is now called the Department of Safety and Professional Services or SPS for short. So we've gone through the ordinance and made those changes wherever COMM was referred to.

Village Board Meeting  
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The final change is a follow up of a change that we made at the last Board meeting regarding the elimination of Village electrical licenses. The change before you tonight takes out the reference to requirement for Village electrical licenses. There still are requirements for State electrical license, but we are not allowed, as I had indicated last time, to license contractors in the Village. They strictly go by the State license. So I'm taking that language out of the ordinance. And then finally the effective date on this ordinance will be April 1<sup>st</sup> of this year.

Michael Serpe:

How do we -- I'm a little lost on this. How do we know who's doing what by who if we don't issue a license?

Mike Spence:

They still have to work at the Village to get the building permits and that and electrical inspections. What this is saying is the contractor is going to be now licensed, and we can ask to verify that, they currently are licensed by the State, it's just that in the past we required them to be licensed by the Village, too. We can no longer do that.

Mike Pollocoff:

It's the difference between a money permit where you charge a fee and you get a permit at the State and a background permit that you get from the Village. So you go on line and send your fee in to the State for your electric license and you're done. And what the Village had done is work through the quality of some contractors you had to exhibit that you knew what you were doing. So that part of the equation is gone. They pay their money and get their license.

Monica Yuhas:

I'll make a motion to approve Ordinance 13-07.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

**YUHAS MOVED TO ADOPT ORDINANCE #13-07 TO AMEND CHAPTER 370 OF THE MUNICIPAL CODE RELATING TO ADOPTION OF CODES AND ELECTRICAL CONTRACTOR LICENSING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

Village Board Meeting  
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**K. Consider Operator License Applications on file.**

Jane Romanowski:

There's three of them tonight. All of them check out just fine. Amber Fuller, Jessica Gornik and Mr. Haq.

Clyde Allen:

Motion to approve.

Michael Serpe:

Second.

John Steinbrink:

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

**ALLEN MOVED TO APPROVE OPERATOR LICENSES FOR AMBER FULLER, JESSICA GORNIK AND IJAZ HAQ; SECONDED BY SERPE; MOTION CARRIED 5-0.**

**7. VILLAGE BOARD COMMENTS**

Michael Serpe:

We're saving a lot of money on salt.

**8. ADJOURNMENT**

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY YUHAS; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:00 P.M.**

**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES  
RESOLUTION #13-04**

**RESOLUTION RELATING TO THE DISCONTINUANCE OF 93<sup>rd</sup> STREET BETWEEN  
LAKESHORE DRIVE AND 3<sup>RD</sup> AVENUE  
IN THE CAROL BEACH ESTATES SUBDIVISION UNIT NO. 5A  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

The Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, pursuant to Section 66.1003 of the Wisconsin Statutes, may initiate the discontinuance in whole or in part of any road, street, slip, lane or alley by the introduction of a resolution declaring that the public interest requires it.

**WHEREAS**, the Village of Pleasant Prairie has received a request from the Wisconsin Department of Natural Resources (WI DNR) for the discontinuance of 93<sup>rd</sup> Street between Lakeshore Drive and 3<sup>rd</sup> Avenue, which has been designated as a public right-of-way on the Final Plat of the Carol Beach Estates Subdivision Unit No. 5A; and

**WHEREAS**, the WI DNR owns the vacant lands abutting this portion of 93<sup>rd</sup> Street and is requesting that the street be discontinued and removed to link the adjoining blocks that support several threatened and endangered plant species by creating more contiguous habitat that will benefit these species; and

**WHEREAS**, a plat of survey and legal description of the public street encompassing the discontinuance has been prepared and is shown on **Exhibit A**; and

**WHEREAS**, pursuant to Maps 30 and 32 in the Southeastern Wisconsin Regional Planning Commission (SEWRPC) report entitled "*A Land Use Management Plan for the Chiwaukee Prairie-Carol Beach area of the Town of Pleasant Prairie*" this portion of 93<sup>rd</sup> Street is proposed to be vacated or discontinued when all of the adjacent properties are owned by a public entity; and

**WHEREAS**, municipal sanitary sewer, water and storm sewer infrastructure were not constructed within said right-of-way; and

**WHEREAS**, upon removal of the gravel roadway, the WI DNR intends to maintain a moves pathway within the discontinued right-of-way for a pedestrian walkway; and

**WHEREAS**, the Village of Pleasant Prairie Plan Commission shall review said legal description and plat of survey and forward a recommendation regarding the discontinuance to the Village Board; and

**WHEREAS**, a Public Hearing to consider this discontinuance shall be set before the Village Board not less than 40 days after the passage of this Resolution.

**NOW THEREFORE BE IT RESOLVED** that consideration of the discontinuance is a matter to be decided by the Village Board of Trustees at the March 18, 2013 Public Hearing.

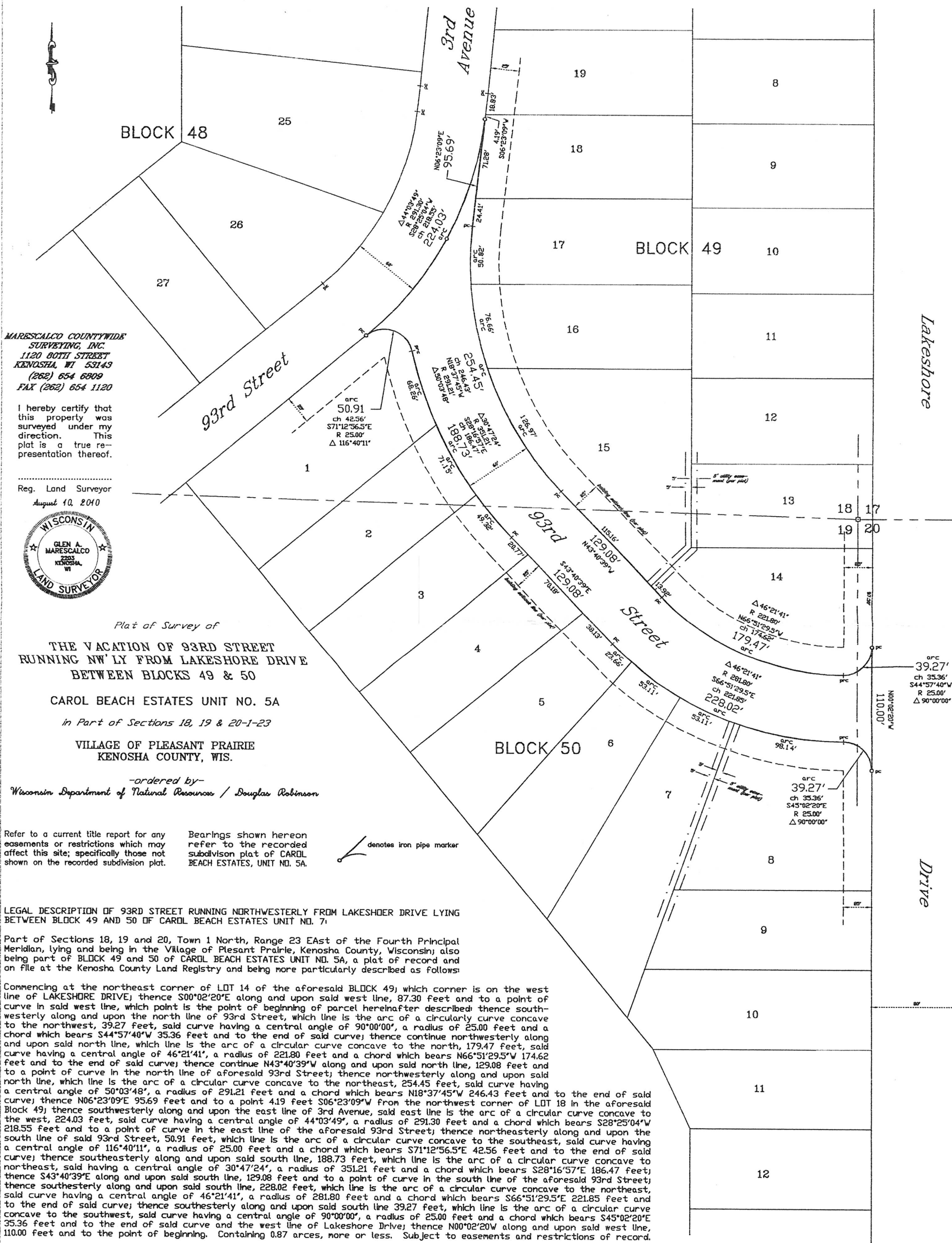
**Adopted this 4<sup>th</sup> day of February, 2013.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

\_\_\_\_\_  
John P. Steinbrink  
Village President

\_\_\_\_\_  
Jane M. Romanowski  
Village Clerk





LEGAL DESCRIPTION OF 93<sup>RD</sup> STREET RUNNING NORTHWESTERLY FROM  
LAKESHORE DRIVE LYING BETWEEN BLOCK 49 AND 50 OF CAROL BEACH  
ESTATES UNIT NO5A :

Part of Sections 18, 19, and 20, Town 1 North, Range 23 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin also being part of BLOCKS 49 and 50 of CAROL BEACH ESTATES UNIT NO. 5A, a plat of record and on file at the Kenosha County Land Registry and being more particularly described as follows:

Commencing at the northeast corner of LOT 14 of the aforesaid BLOCK 49; which corner is on the west line of LAKESHORE DRIVE; thence S00°02'20"E along and upon said west line, 87.30 feet and to a point of curve in said west line, which point is the point of beginning of parcel hereinafter described: thence south-westerly along and upon the north line of 93<sup>rd</sup> Street, which line is the arc of a circularly curve concave to the northwest, 39.27 feet, said curve having a central angle of 90°00'00", a radius of 25.00 feet and a chord which bears S44°57'40"W 35.36 feet and to the end of said curve; thence continue northwesterly along and upon said north line, which line is the arc of a circular curve concave to the north, 179.47 feet, said curve having a central angle of 46°21'41", a radius of 221.80 feet and a chord which bears N66°51'29.5"W 174.62 feet and to the end of said curve; thence continue N43°40'39"W along and upon said north line, 129.08 feet and to a point of curve in the north line of aforesaid 93<sup>rd</sup> Street; thence northwesterly along and upon said north line, which line is the arc of a circular curve concave to the northeast, 254.45 feet, said curve having a central angle of 50°03'48", a radius of 291.21 feet and a chord which bears N18°37'45"W 246.43 feet and to the end of said curve; thence N06°23'09"E 95.69 feet and to a point 4.19 feet S06°23'09"W from the northwest corner of LOT 18 in the aforesaid Block 49; thence southwesterly along and upon the east line of 3<sup>rd</sup> Avenue, said east line is the arc of a circular curve concave to the west, 224.03 feet, said curve having a central angle of 44°03'49", a radius of 291.30 feet and a chord which bears S28°25'04"W 218.55 feet and to a point of curve in the east line of the aforesaid 93<sup>rd</sup> Street; thence northeasterly along and upon the south line of said 93<sup>rd</sup> Street, 50.91 feet, which line is the arc of a circular curve concave to the southeast, said curve having a central angle of 116°40'11", a radius of 25.00 feet and a chord which bears S71°12'56.5"E 42.56 feet and to the end of said curve; thence southeasterly along and upon said south line, 188.73 feet, which line is the arc of a circular curve concave to northeast, said having a central angle of 30°47'24", a radius of 351.21 feet and a chord which bears S28°16'57"E 186.47 feet; thence S43°40'39"E along and upon said south line, 129.08 feet and to a point of curve in the south line of the aforesaid 93<sup>rd</sup> Street; thence southeasterly along and upon said south line, 228.02 feet, which line is the arc of a circular curve concave to the northeast, said curve having a central angle of 46°21'41", radius of 281.80 feet and a chord which bears S66°51'29.5"E 221.85 feet and to the end of said curve; thence southeasterly along and upon said south line 39.27 feet, which line is the arc of a circular curve concave to the southwest, said curve having a central angle of 90°00'00", a radius of 25.00 feet and a chord which bears S45°02'20"E 35.36 feet and to the end of said curve and the west line of Lakeshore Drive; thence N00°02'20"W along and upon said west line, 110.00 feet and to the point of beginning. Containing 0.87 acres, more or less. Subject to easements and restrictions of record.





## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Matthew J. Frank, Secretary  
Gloria L. McCutcheon, Regional Director

Sturtevant Service Center  
9531 Rayne Rd  
Sturtevant, Wisconsin 53177  
Telephone 262-884-2300  
FAX 262-884-2306  
TTY Access via relay - 711

October 10, 2012

Jean Werbie-Harris  
Community Development Director  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158-6504

Subject: Vacation Request of 93rd Street  
Carol Beach Estates, Unit 5A  
Village of Pleasant Prairie, Kenosha County

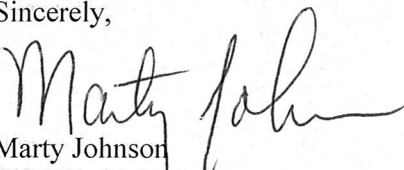
Dear Ms. Werbie-Harris:

This letter is a request from the department to vacate and remove approximately 605 feet of 93rd Street in the Carol Beach Estates, Unit 5A Subdivision. Please find enclosed a certified survey of 93rd Street to help begin the process. At this time the department owns all the lots on both sides of the portion of 93rd Street in the request. The platted road boundary to be vacated and eventually removed has been staked in the field.

The department is making this request in line with the Southeastern Wisconsin Regional Planning Commission report A Land Use Management Plan For The Chiwaukee Prairie- Carol Beach Area Of The Town Of Pleasant Prairie. The plan identified several roads to be vacated and removed throughout the Carol Beach Subdivision (Maps 30 & 32). Ninety-Third Street is one of the roads identified in the plan to be vacated. The vacating and road removal will link adjoining blocks that support several threatened and endangered plant species that, creating more contiguous habitat that will benefit these species.

Thank you for your consideration and look forward to working with the village on this request.

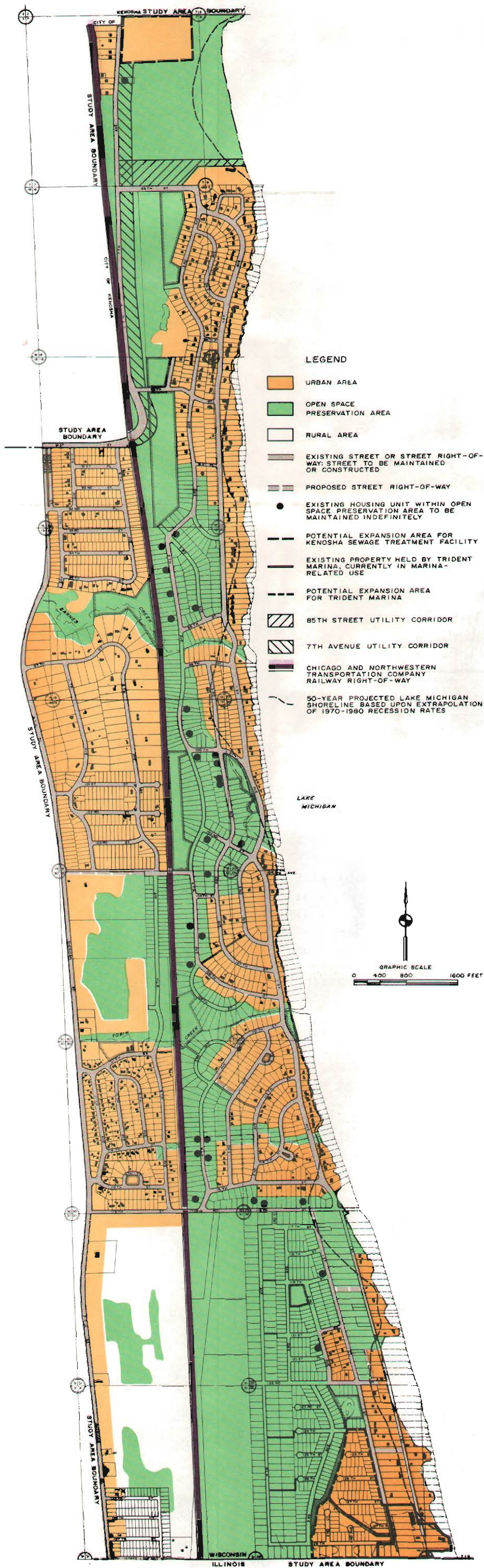
Sincerely,

  
Marty Johnson  
Wildlife Biologist



Map 29

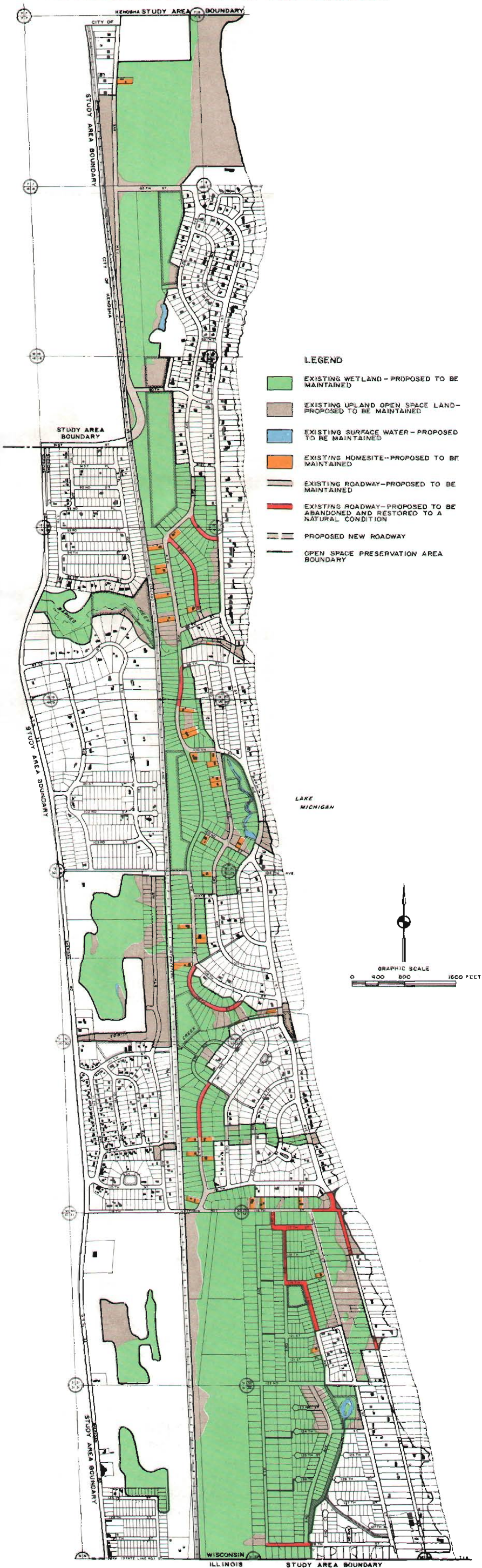
RECOMMENDED LAND USE MANAGEMENT PLAN  
FOR THE CHIAWKEE PRAIRIE-CAROL BEACH AREA



Source: SEWRPC.

Map 30

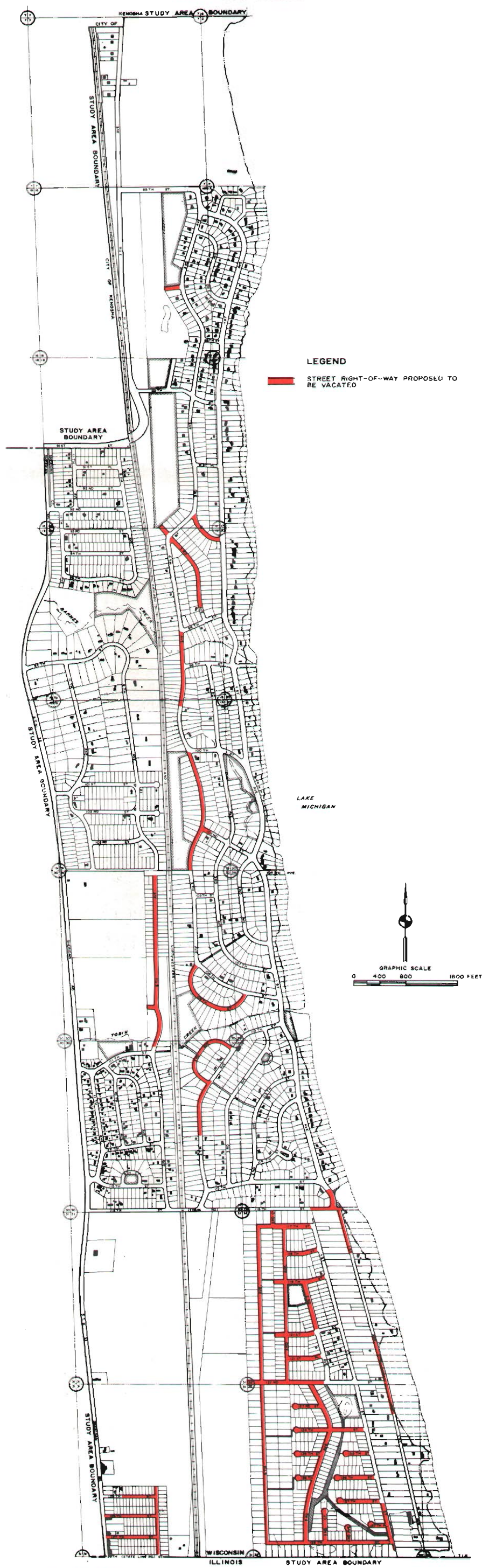
LAND USE WITHIN THE PROPOSED OPEN SPACE  
PRESERVATION AREA IDENTIFIED  
IN THE RECOMMENDED LAND USE MANAGEMENT PLAN



Source: SEWRPC.



STREET RIGHTS-OF-WAY PROPOSED  
TO BE VACATED UNDER THE RECOMMENDED  
LAND USE MANAGEMENT PLAN



Source: SEWRPC.



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

# MEMO

TO: Mike Pollocoff, Village Administrator

CC: John Steinbrink, Jr., Public Works Director  
Jane Romanowski, Village Clerk

FROM: Mike Spence, Village Engineer

DATE: January 29, 2013

SUBJ: Professional Engineering Services Agreement-Crispell Snyder  
Design Services for Chateau Eau Plaines-Phase 1 Stormwater Improvements

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The Village has been undertaking efforts to address the historic flooding within Chateau Eau Plaines Subdivision and surrounding areas. Crispell-Snyder, Inc. was previously hired to develop preliminary concepts for correction of these problems.

The Village investigated possible grants to pay for the needed improvements completely or as much as possible. It was determined that the best possible funding mechanism would be a grant from the State's Hazardous Mitigation Grant Program. A preliminary plan was developed and costs were estimated. In addition, all of the information that was provided by the residents on previous flooding damages was compiled so that a cost-benefit analysis could be performed to determine if the benefits outweighed the proposed project costs. The total project cost is estimated at \$651,000.

The grant was submitted to the State on August 20, 2012. The State Hazard Mitigation Office has completed their review of the Village's application. The State received 8 grants that met eligibility requirements totaling \$3,780,028; while only having \$2,169,413 available in funding. Based on the funding available, the State submitted 5 planning grants (for updating local hazard mitigation plans) totaling \$96,869. In addition, the State submitted two projects totaling \$1,969,755. ***Unfortunately Pleasant Prairie was not one of those projects.*** However the State is submitting the Village project to FEMA along with two other projects. This is in the event that funds would become available (i.e., one of the other projects fall through for some reason or there are unspent funds on approved projects.)

The three projects that will be submitted to FEMA by the Hazardous Mitigation Grant Program in future declarations or in the Pre-Disaster Mitigation Program if and when it is announced and funds are available.





# MEMO

The need to address flooding issues in the Chateau area has not gone away. The Village can proceed with this project without grant funding. Funding sources may include: clean water utility budget, capital improvement budgets and local assessments. What this means to the residents is that there will be a resident stake (assessment) in the cost allocation to complete the project should the Village and residents agree to move forward with the project without grant funding.

No matter which way the funding source evolves, the design needs to be completed so it is either ready for grant application or self-funding by the Village. The first phase (approximately \$210,000 construction costs) will include the design of a storm pipe and swale between 112<sup>th</sup> and 115<sup>th</sup> Avenues to eliminate a bottleneck in the stormwater flow system that discharges to the Kilbourn Road ditch and reduce floodplain expansion in the subdivision. In the meantime the Village will also continue to monitor grant availability.

Consequently, I have requested a proposal from Crispell-Snyder to design the first phase of improvements. The scope includes the following:

- Wetland delineation;
- Survey;
- Construction plans and specifications;
- WDNR and ACOE Permitting;
- Applicable temporary and permanent easement documents;
- Assist with assessment schedules

Crispell-Snyder has the professional qualifications to complete this project in a timely and cost effective manner. They have the benefit of having prepared the preliminary design concepts and are familiar with the stormwater issues faced by the residents. The fee for these services is \$30,600. I am asking the Board to approve the Contract for Professional Engineering Services for Crispell-Snyder for a lump sum cost of \$30,600.



AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES  
FOR  
CHATEAU EAU PLAINES – PHASE 1  
STORM WATER IMPROVEMENTS  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN

THIS AGREEMENT, made and entered into by and between the Village of Pleasant Prairie, Kenosha County, Wisconsin, a municipal corporation, hereinafter referred to as the “VILLAGE” and Crispell-Snyder, Inc., of Lake Geneva, Wisconsin, a corporation, hereinafter referred to as “CSI”.

WITNESSETH:

WHEREAS, the VILLAGE proposes to employ CSI for the purpose of providing engineering design services for the Chateau Eau Plaines – Phase 1 Storm Water Improvement Project, hereinafter referred to as the “PROJECT”, which is described in Article I, below; and

NOW, THEREFORE, in consideration of the premises, covenants, agreements, and payments hereinafter mentioned, the Village and CSI hereby mutually agree as follows:

ARTICLE I - DESCRIPTION OF PROJECT

The PROJECT shall consist of the re-grading of drainage swales and replacement of culverts generally described as being located along the south lot lines of the parcels along the south side of 79<sup>th</sup> Street from east of 112<sup>th</sup> Avenue to the existing culverts crossing 115<sup>th</sup> Avenue. A concept site plan (Exhibit 1) is attached to this AGREEMENT.

A. PROFESSIONAL CONSULTING SERVICES

1. Perform a wetland delineation and submit report to State and Federal agencies for concurrence.
2. Attend initial project design kick off meeting with Village staff as well as two subsequent progress meetings and a public information meeting.
3. Perform surface field investigations (preliminary survey) and office computations required for the preparation of plans and specifications. The VILLAGE will notify property owners in advance of survey. Existing utility information will be based on

Diggers Hotline field markings. Based on preliminary site observations of existing electric pedestals located near the rear lot lines of the 79<sup>th</sup> Street properties, CSI anticipates that utility relocation(s) will be required for construction of the PROJECT.

4. Prepare construction plans, specifications and an opinion of construction cost for the work identified in Article I above.
5. Submit the plans and specifications to the VILLAGE for review and approval and assist the VILLAGE in obtaining approval from the following governmental agencies:
  - a. Wisconsin Department of Natural Resources.
    - (1) Notice of Intent for storm water discharges.
    - (2) Chapter 30 Permit and/or Chapter Trans 207
    - (3) Wetland Water Quality Certification
    - (4) Wetland Mitigation Plan

It will be CSI's intent to design the PROJECT to meet the eligibility standards for a wetland General Permit, unless otherwise approved by the VILLAGE. If the PROJECT qualifies for a General Permit, a wetland mitigation plan will not be required. The VILLAGE is aware under Act 118 (effective August 2012) that wetland mitigation is required for all wetland Individual Permits, which has a longer process time and greater level of environmental review. If wetland mitigation is ultimately required for this PROJECT, a scope and level of effort would be mutually negotiated between CSI and the VILLAGE at that time.

- b. U.S. Army Corps of Engineers Permit.
    - (1) Section 10 (Waterway activity) and Section 404 (Wetland activity)

Note: The approvals noted above were identified as necessary per the Storm Water Management Plan for the Chateau eau Plaines Neighborhood Area. All fees associated with publishing Public Notices and permit/approval applications will be paid by the VILLAGE.

6. Assist the VILLAGE in obtaining construction bids, analyze the bids received, and prepare a recommendation to the VILLAGE for award of the construction contract. Furnish 25 sets of plans and specifications for bidding and construction.

7. Prepare drainage easement and/or temporary construction easement descriptions and exhibits and forward to the VILLAGE and the VILLAGE's attorney for preparation of easement documents. The VILLAGE is responsible for obtaining title searches, if required, and acquiring the easements needed to complete the PROJECT.
  - a. This AGREEMENT is based upon preparing twelve (12) easement descriptions. Additions in the number of easements required will be considered as a change in scope.
  - b. CSI will incorporate accessibility into the easement documents for initial construction and future maintenance purposes.
8. Prepare an assessment schedule, including an Engineer's Report, and attend one public hearing. The VILLAGE will determine which properties will be included in the assessment schedule and will provide required information on properties, including property owners' names and addresses. The VILLAGE will be responsible for publishing a Public Hearing notice and notifying individual property owners of the hearing.

#### B. PROFESSIONAL CONSTRUCTION RELATED SERVICES

If desired by the Village, a separate agreement for professional construction related services, including construction staking and construction observation, will be prepared after the Project is bid.

### ARTICLE II - COMPENSATION

The Village shall pay CSI for professional consulting services described in Article II on an hourly basis in accordance with CSI's hourly charge-out schedule in effect at the time services are provided.

The estimated fee is:

A.	Professional Services (Item 1)	\$	2,000
	Professional Services (Items 2 through 6)	\$	20,800
	Professional Services (Item 7)	\$	6,000
	Professional Services (Item 8)	\$	1,800
	TOTAL	\$	30,600 (Lump Sum)



IN WITNESS WHEREOF, the parties herein have caused this agreement to be duly executed by their officers as of the date and year shown below.

CRISPELL-SNYDER, INC.

VILLAGE OF PLEASANT PRAIRIE

\_\_\_\_\_  
Daniel F. Snyder, P.E.      Date  
Chief Executive Officer

\_\_\_\_\_  
John Steinbrink      Date  
Village President

\_\_\_\_\_  
Kristen J. Belan, P.E.      Date  
Project Engineer

\_\_\_\_\_  
Jane Romanowski      Date  
Clerk

Attachments: Standard Terms and Conditions of Service

**Crispell – Snyder Inc. (CSI)**  
**Standard Terms and Conditions of Service**

These Standard Terms and Conditions of Service, including any Supplemental Terms and Conditions of Service which are or may become applicable to the services outlined in CSI's Agreement, are incorporated by reference into the foregoing Agreement, and shall also be incorporated by reference into any amendment to such Agreement under which CSI shall perform professional services for the Client.

1. **STANDARD OF CARE.** CSI represents it will perform its services in conformance with the standard of professional practice ordinarily exercised by the applicable profession under similar conditions at the same time and within the same locality where services are performed. CSI does not make any other warranty or guaranty, of any kind, expressed or implied by performing professional consulting services or the furnishing of oral and/or written opinions.
2. **BILLINGS AND PAYMENTS.** CSI will bill Client monthly based on the fee terms as outlined in the Agreement. The Client shall pay the invoice amount within thirty (30) calendar days of the invoice date. CSI reserves the right to charge a finance charge of 1 percent per month, 12 percent annually, on any amounts not paid within thirty days of the invoice date. If there is any objection to an invoice, or any portion thereof, the Client shall provide written notice of such objection within thirty (30) calendar days of the invoice date. Failure to provide written notice of such objection shall constitute a waiver of any such objection and acceptance of the invoice as submitted. The Client further agrees to pay CSI any and all expenses incurred in recovering any delinquent amounts due.
3. **SCOPE OF WORK.** The scope of work and associated fees constitute the best estimate of fees and tasks required to perform the services as defined in the Agreement. In the event additional services beyond the scope of services indicated in the Agreement are required of CSI as a result of investigations carried out under this Agreement, changes in regulatory agency requirements or upon the direction of the regulatory agencies or Client, CSI reserves the right to renegotiate the Agreement. At CSI's sole discretion, the additional services may or may not be undertaken until approved by the Client by written amendment to the Agreement.
4. **DELAYS.** If events beyond control of CSI, including but not limited to, fire, flood, explosion, riot, strike, war, act of God or the public enemy, or an act or regulation of any public agency, result in delay to any schedule established in the Agreement, such schedule shall be amended to compensate for such delay. If in the event such delay exceeds sixty (60) calendar days, CSI shall be entitled to an equitable adjustment in compensation.
5. **TERMINATION.** Either party may terminate this Agreement upon issuing written notice to the other party. In the event the Client terminates the Agreement, the Client agrees to pay for all services rendered prior to termination, plus any expenses incurred for termination.
6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by CSI is supplied for the general guidance of the Client only. Since CSI has no control over competitive bidding or market conditions, CSI makes no warranty, expressed or implied, regarding the accuracy of such opinions as compared to contract bids or actual costs to clients.
7. **RELATIONSHIP WITH CONTRACTORS.** If this Agreement provides for any construction related services, CSI shall serve as Client's professional consultant for those services identified in the Agreement. CSI may make recommendations to Client concerning actions relating to Client's contractors, but CSI specifically disclaims any authority or responsibility to direct or supervise the means, methods, techniques, sequences, procedures of construction or safety measures utilized by the Client's contractors.
8. **INSURANCE.** CSI will maintain insurance coverage for professional, comprehensive general, automobile, worker's compensation, and employer's liability in amounts in accordance with law and CSI's business requirements. Certificates evidencing such coverage will be provided to the Client upon request. For projects involving construction related services, Client agrees to require its contractor(s) of every tier to include CSI as an additional insured on its policies relating to the project on a primary and non-contributing basis. CSI's coverage for comprehensive general liability and automobile, in such case, shall be excess over the contractor's primary coverage.
9. **INDEMNIFICATIONS.** Client and CSI each agree to indemnify and hold the other harmless, and their respective officers, directors and employees, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions, or failure to adhere to the standard of care described above. In the event claims, losses damages or expenses are caused by the joint or concurrent negligence of Client and CSI, they shall be borne by each party in proportion to its negligence.

10. **LIMITATIONS ON LIABILITY.** No employee or agent of CSI shall have individual liability to Client. Client agrees that to the fullest extent permitted by law, CSI's 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, CSI's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by CSI under this Agreement. If Client desires a limit of liability greater than provided above, Client and CSI shall include as part of the Agreement the amount of such limit and the additional compensation to be paid to CSI for assumption of such additional risk.
11. **HAZARDOUS MATERIAL.** It is acknowledged by Client that CSI's scope of services does not include any services related to the presence at the project site of asbestos, PCBs, petroleum, hazardous waste, toxic waste, radioactive materials, or any substance which may cause a danger to persons or property. Client further acknowledges that CSI is performing professional services for Client and CSI is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
12. **ACCESS.** Client shall provide safe and legal access to any premises necessary for CSI to provide services identified in the Agreement.
13. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer files, notes or other data prepared or furnished by CSI pursuant to this Agreement are instruments of CSI's professional service, and CSI shall retain all ownership and interest therein, including all copyrights. CSI grants Client a license to use instruments of CSI's professional service for the purpose of constructing, occupying or maintaining the project. Reuse of or modifications to any such documents by Client, without CSI's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CSI harmless from all claims, damages, expenses, including reasonable attorneys' fees, arising out of such reuse by Client or by others acting through Client.
14. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can only be amended by a written instrument signed by both parties.
15. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operations of law, 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 inure to the benefit of any permitted assigns.
16. **DISPUTE RESOLUTION.** Parties shall attempt to settle any disputes arising out of this Agreement by discussions between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediations or any other method of alternative dispute resolution prior to filing any legal proceedings.
17. **CHOICE OF LAW.** This Agreement shall be governed by the law of the State of Wisconsin.
18. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims of indemnification, the time period for bringing claims under this Agreement shall expire one year after fulfillment of services outlined in the Agreement or one year after termination of the Agreement.
19. **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 any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
20. **NO THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.
21. **SEVERABILITY.** The various terms, conditions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not effect or impair the validity of enforceability of the remainder.
22. **SHOP DRAWING REVIEW.** In the event that services performed under this Agreement include the review of and comment on shop drawings or other data which Client's contractor(s) are required to submit, CSI's review and comment will be only for conformance with the design concept of the project, and for compliance with information required by the project plans and specifications, and shall not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incidental thereto.
23. **SURVIVAL.** All obligations arising out of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and the termination of this Agreement.
24. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.



# Exhibit 1

## Phase I - Proposed Improvements

Village of Pleasant Prairie  
Kenosha County, WI

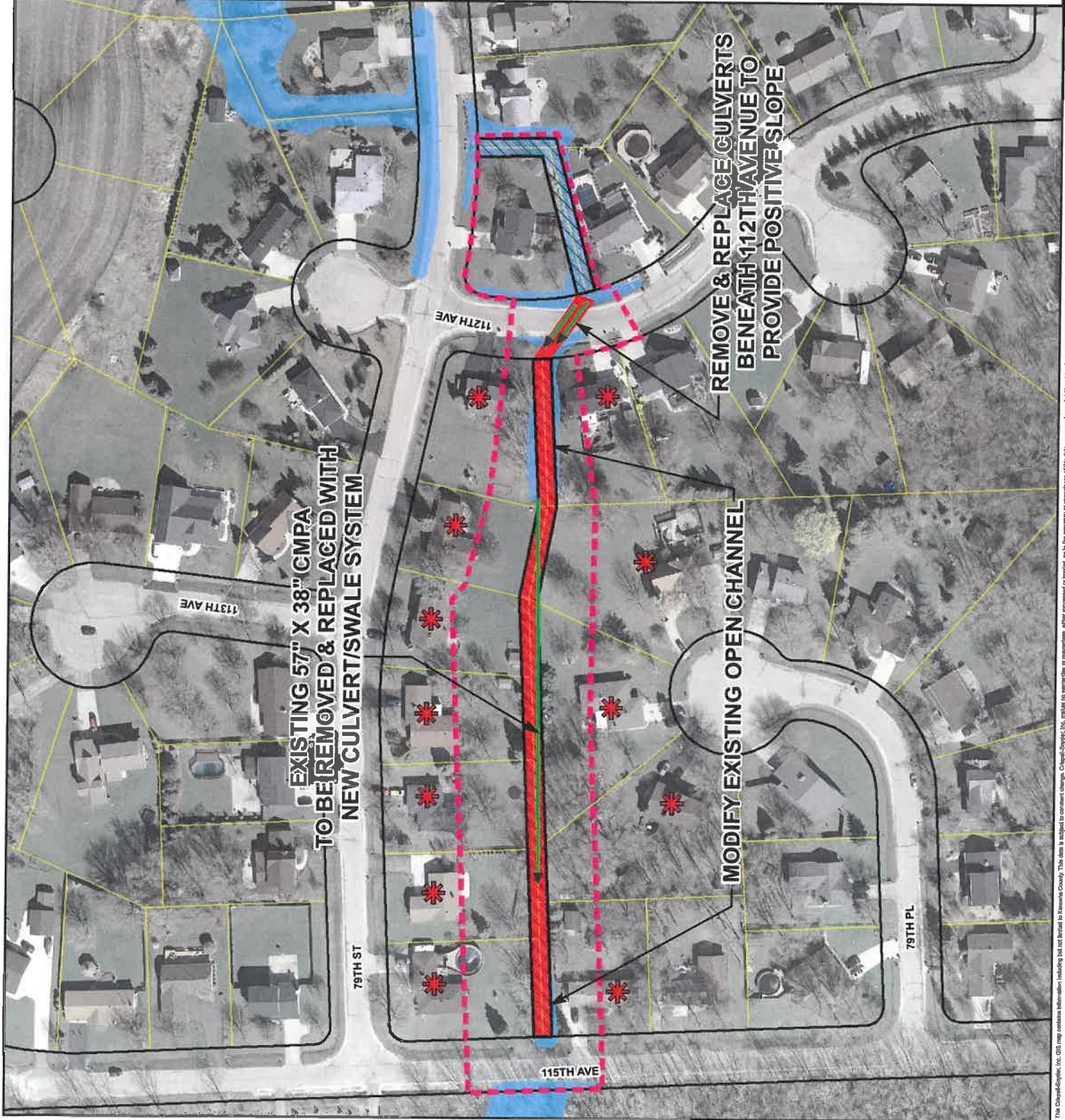
### Legend

- Existing Drainage Easement
- Survey Area
- Construction Limits
- 100 Year Floodplain (FEMA)
- Temporary Easement Required



1 inch equals 150 feet

**CRISPELL-SNYDER, INC.**  
PROFESSIONAL CONSULTANTS



The Crispell-Snyder, Inc. GIS map contains information including but not limited to Kenosha County. This data is subject to constant change. Crispell-Snyder, Inc. makes no warranty or guarantee, either expressed or implied, as to the accuracy or completeness of the data, nor accepts any liability arising from any inaccuracy, incompleteness or misleading information contained therein.

12/28/2018 10:50:11 AM Mapping/P/Unpublished/Project/0007\_100\_Chennai\_Plane\_00000000\_1.mxd

## **RECPLEX SPONSORSHIP AGREEMENT**

**THIS AGREEMENT** is entered into by and between the Village of Pleasant Prairie, a Wisconsin municipal corporation (the "Village") and Lynch Family of Dealerships (LYNCH).

**WHEREAS**, the Village operates a recreational facility at 9900 Terwall Terrace, Pleasant Prairie, Wisconsin, including exercise areas, aquatic center, aqua arena, a public ice skating facility which includes two (2) ice rinks, food service, a store and various public areas, field house and related facilities (the "RecPlex"), and;

**WHEREAS**, LYNCH would like to purchase Sponsorship rights at the RecPlex, which includes certain signage rights and obtain other benefits, all for the term of this Agreement and as set forth in this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. SPONSORSHIP RIGHTS and SIGNAGE**

In consideration for the payments to be made by LYNCH to the Village as outlined in this Agreement, the Village agrees to provide LYNCH with the following Sponsorship rights, and other benefits:

A. LYNCH shall have Sponsorship rights to for all fitness center TV's purchased and purchased throughout the term of this Agreement, which shall include signage and other benefits as described below. The Village agrees to complete the permanent placement of a signage no later than February 28, 2013. At the end of agreement, Village will grant LYNCH first-right-of-refusal for renewal of agreement.

B. The Village agrees to provide the following facility signage:

- (i) Signage on all TV's purchased in Fitness Center
- (ii) Approved advertisement changed weekly on Highway 165 illuminated sign
- (iii) Marquee in Main Hallway between Ice and Rec
- (vii) One Dasher Board in Blue and Green Rinks.
- (viii) One banner sign within the Aqua Arena.

The size of the various signs shall be mutually agreed upon with final approval availed to the Village. LYNCH agrees to provide artwork and design direction for all signage, which will include illustrator EPS files of the LYNCH logo and/or fully prepared artwork ready for reproduction. All signage is subject to the approval of both parties. The Village agrees to install all signage within a reasonable time following its receipt of the necessary information and approvals from LYNCH.



#### **4. ADDITIONAL BENEFITS.**

- A. The logo and website link shall be placed on the RecPlex website fitness page.
- B. A full page 2 ad will be provided in each issue (3 per year) of the Play by Play, which is published by the Village.
- C. LYNCH will be provided with a location within the Fitness lobby to place a literature rack display and/or a stand up banner to display literature about its products. LYNCH will be responsible for providing the display and maintaining all literature. The size, design and location of each display shall be subject to the prior approval of the Village.
- D. RecPlex has a 13-monitor internal TV network. LYNCH will be provided with nine (9) spots per day, totaling 3,285, 30-second, prime-time commercial spots on said TV network. All such commercial spots shall be subject to the reasonable approval of both parties. LYNCH may provide the commercial spots or, at LYNCH's request, the Village shall create a static commercial for said purposes. LYNCH shall provide a commercial video spot or static print ad. Updates to the video or static ads may be requested on a quarterly basis.
- E. Shall be provided with five (5) youth sports sponsorships each year. The designation of the sponsorship will be at the discretion of the Village's Recreation Department's Sports Director.
- F. LYNCH will receive 50 day passes each year of the contract.

#### **2. VEHICLE DISPLAYS.**

A. The Village agrees to provide LYNCH with an area, at a location outside of the Ice Arena or other conspicuous area chosen by the Village, for LYNCH to display one new vehicle. The new vehicle display area shall be provided to LYNCH "as is" and any vehicles located on the display area shall be placed there at LYNCH's risk. If agreed to by both the Village and LYNCH, LYNCH may, from time to time, temporarily move the vehicle display in other areas around the RecPlex or Prairie Springs Park.

B. The Village agrees not to contract or agree with any other motor vehicle manufacturer or dealer to display any other vehicles during special events to be held at the Ice Arena, only. Notwithstanding the foregoing, said sponsorships shall be allowed to the extent that any third parties sponsoring an event may have said different corporate sponsorships, as long as the Village is not the party sponsoring the event and the Village is not contracting with the motor vehicle manufacturer or dealer. At any event in which LYNCH is displaying vehicles, LYNCH has the option to staff those events with product specialists. LYNCH may also have test drive programs during said special events, subject to reasonable rules and regulations set by the Village for any such programs. LYNCH agrees that other Dealers with sponsorships with RecPlex may be able to display cars at the same special event or they LYNCH will have to rotate events.

C. The Village shall not be responsible for any claims, damages, liability or expenses, including without limitation those arising out of property damage, personal injury, bodily injury or otherwise, arising out of, or relating to, the display of vehicles as provided in Paragraph 2.A. above, any test drive programs described in Paragraph 2.B. above or otherwise

from any vehicles which are the property of LYNCH. LYNCH agrees to indemnify and hold harmless the Village, its trustees, employees and agents, from and against any and all liability, damages, injuries, losses, claims, expenses, property damage, personal injury, bodily injury or other charges, arising out, or relating to, the display, test drive or other use of any motor vehicles owned by LYNCH. LYNCH shall insure all such vehicles. Such insurance policy shall provide for limits of not less than One Million Dollars in respect to injuries to any one person and not less than Two Million Dollars for any one occurrence and not less than One Million Dollars with respect to property damage. All policies of insurance to be carried by LYNCH under this Agreement shall be subject to the reasonable approval of the Village, shall name the Village as an additional insured, shall be written by an insurer licensed to issue insurance within the State of Wisconsin, and shall contain a clause that the insurer will not cancel or change the insurance without first giving written notice to the Village at least thirty (30) days prior to such proposed cancellation or change date. A copy of the policy evidencing such insurance and certificates of insurance shall be delivered to the Village before the Term commences, and for each renewal of said policy, not less than thirty (30) days prior to the expiration of such coverage. All such insurance shall be at LYNCH's sole cost and expense. This insurance shall be primary during the Term and any other insurance covering the Village shall be secondary.

### **3. CORPORATE MEMBERSHIP PROGRAM.**

LYNCH and its employees shall be entitled to participate in the RecPlex Corporate Membership Program. That program provides:

A. 2013 annual RecPlex Corporate membership rates of \$530 per year or \$46.67 per month, which includes an EFT fee of \$2.00 per month. This is over a \$100.00 yearly savings from the basic rate offered by RecPlex. Rates are subject to change annually in accordance with percentage increases for all memberships as approved by the Village Board of Trustees.

B. The program is open to any employee of LYNCH.

C. A \$50.00 one-time facility fee will apply to each employee.

D. Residency requirements do not apply to employees who participate in this program.

E. Family members are excluded from this promotion and family members must pay according to published RecPlex membership rates.

F. Verification of employment is required to obtain a membership through this program and upon each renewal. RecPlex will accept a pay stub or a letter of reference from LYNCH.

G. The Village will provide LYNCH with a promotional flyer to be distributed to employees outlining this program.

H. The Corporate Employee Membership Program is subject to other reasonable rules and regulations as set by the Village and is subject to change. LYNCH and its employees shall be entitled to participate in accordance with the rules and regulations of the Corporate Employee Membership Program as they exist from time to time.

#### **4. RIGHT OF FIRST REFUSAL.**

For this agreement of sponsorship, The Village hereby grants LYNCH a right of first refusal. LYNCH and the Village may negotiate extending the terms of this agreement for the entire length of the agreement until 90 days prior to expiration. If the Village reaches an agreement with a third party for said sponsorship within the last 90 days prior to current term with LYNCH, the Village shall provide notice to LYNCH and a description of the terms and LYNCH shall have thirty (30) days following receipt of said information from the Village to exercise its right of first refusal. If LYNCH exercises its right of first refusal, it shall notify the Village in writing within said thirty (30) day period and the Village and LYNCH shall enter into an agreement, on the same terms as offered to the Village by the third party, for the sponsorship. If LYNCH does not exercise its right of first refusal within said thirty (30) day period, the right of first refusal granted in this paragraph shall lapse and be of no further force or effect.

#### **5. PROMOTIONAL RIGHTS.**

The non-exclusive sponsorship and promotional rights provided in this Agreement shall continue throughout the Term of this Agreement. The Village agrees that all signage agreed to in this contract shall not be named for any other sponsor during the term of this Agreement. The Village agrees that it will not contract with other sponsors in the same category of said sponsor for the Fitness Center, for the Term of this Agreement; provided, however, excluded from this restriction is any events or activities held within RecPlex, or Prairie Springs Park that are sponsored by the Village or any third parties with the exception only to be applied to the event or activity and youth sports sponsorships. Except for the Sponsorship rights for fitness Center, and other rights described above in this Paragraph 5, nothing in this Agreement prevents the Village from other sponsorships throughout RecPlex and Prairie Springs Park.

#### **6. PROMOTIONAL PAYMENTS.**

In consideration for the sponsorship and rights granted in this Agreement, LYNCH shall pay the Village the sum of Fifteen thousand Dollars (\$15,000.00) per year during the term of this Agreement. Payments of two thousand seven hundred and fifty dollars (\$1,250.00) will be paid monthly commencing on February 1<sup>st</sup>, 2013 and be paid by the 15<sup>th</sup> of each month through January 2015.

##### **A. Other Promotional Contest and opportunities**

LYNCH and RecPlex may decide to have contests involving opportunities to win a car in which the proceeds would go towards the sponsorship. (Hole in one, Hockey Contest, etc.) Any costs associated with such contests may require additional upfront costs that are not included in the sponsorship agreement but may be reimbursed from contest proceeds above the yearly agreement if approved by LYNCH and RecPlex. If cost are greater that return the difference will be added to the yearly sponsorship amount due.

All payments shall be made to the Village, Attn: Village Administrator, 9915 – 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158.



**7. TERM and OPTIONS.**

The Payment Schedule shall be for the term set forth in this contract, commencing on February 1st, 2013 and ending on January 31<sup>st</sup>, 2015 (the "Term"). The Sponsorship and signage rights will commence when all signs are installed and end two (2) years thereafter. An addendum will be added to contract with specific dates.

**8. LICENSE TO USE NAMES, LOGOS AND MARKS.**

A. Subject to all the terms and conditions of this Agreement, LYNCH grants to the Village a non-exclusive and non-transferable, royalty-free license to use the LYNCH name, logos, trademarks and other intellectual property provided to the Village by LYNCH (the "LYNCH Trademarks"). LYNCH represents and warrants that LYNCH has good legal title to the LYNCH Trademarks, free of any claim of any third party. LYNCH shall provide one set of signage/logo specifications to be used throughout the Term. If LYNCH requests changes, LYNCH shall be responsible for all direct and indirect costs of making changes to the signage or logos.

B. The Village acknowledges and agrees that LYNCH is the sole owner of the LYNCH Trademarks and all goodwill associated with LYNCH Trademarks. The Village will use the LYNCH Trademarks only for the purposes set forth in this Agreement.

C. Within a reasonable time following the expiration of the Term, and following any written request by LYNCH, the Village shall remove all signs and materials containing the LYNCH Trademarks. Any such signs or materials may be disposed of by the Village.

**9. RECPLEX OPERATIONS.**

The Village will operate RecPlex primarily as a public recreation facility throughout the term of this Agreement. Nothing contained in this Agreement shall prevent the Village from conducting any activity at RecPlex.

**10. REPRESENTATIONS AND WARRANTIES.**

LYNCH and the Village each represent, warrant and covenant to each other that:

A. It has the full right and authority, and has obtained all necessary approvals, to enter into and fully perform this Agreement in accordance with its terms.

B. That to the extent its trademarks, trade names or other intellectual property are being used in connection with this Agreement, it has the legal right to provide such use and such use will not violate the rights of any third parties.

C. The execution, delivery and performance of this Agreement will not violate the provisions of any other agreement to which it is a party or by which it is bound.

**11. DEFAULT AND OPPORTUNITY TO CURE.**

A. If either party shall fail to perform any of the covenants, terms or conditions of this Agreement to be performed by such party, other than a payment described in Paragraph 6 above, the other party shall first provide such party with a notice of the failure and provide the

failure to pay sponsorship payments or other amounts owed under Paragraph 6 above, the notice shall provide for a five (5) day period to cure such failure.

B. Upon any default which is not cured as provided above, the non-defaulting party may take any and all action allowed by law or this Agreement to enforce its rights. Upon a default by LYNCH which is not cured as provided above, in addition to all other rights and remedies allowed by the law the Village may accelerate all amounts which LYNCH owes to the Village under Paragraph 6 above for the entire Term of this Agreement, and all of said amounts shall be immediately due and payable. Any amounts which either party owes to the other party, and which are not paid when due, shall accrue interest at the rate of eighteen percent (18%) per annum. Upon any default by either party which is not cured as provided above, the defaulting party shall pay to the non-defaulting party all reasonable actual attorneys fees and costs incurred by the non-defaulting party in enforcing its rights under this Agreement, regardless of whether litigation is commenced.

## 12. MISCELLANEOUS.

A. This Agreement is for the benefit of the parties and may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, in the event the Village sells or transfers RecPlex, this Agreement shall pass to the successor owner of RecPlex, who shall be substituted for the Village under this Agreement. Notwithstanding the foregoing, in the event LYNCH merges with, or transfers substantially all of its assets to another entity, this agreement shall pass to LYNCH's successor, who shall be substituted for LYNCH under this agreement. Subject to the foregoing, this Agreement and all of its terms and provisions will be binding upon and will ensure to the benefit of the parties and their respective successors and assigns.

B. All notices under this Agreement must be in writing and shall be deemed validly given on the date when deposited in the United States Mail, postage prepaid, certified mail return receipt requested, or when delivered by hand, or when deposited with a nationally known courier service for overnight delivery, addressed as follows: (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

To the Village: Village of Pleasant Prairie  
Attn: Village Administrator  
9915 – 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158.

To LYNCH: Lynch Family of Dealerships  
Patrick Lynch  
10901 75<sup>th</sup> St.  
Kenosha, WI 53142

C. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular shall include the plural, if applicable.

D. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. It shall not be

necessary for each party to sign the same counterpart. This Agreement shall be effective when all parties have signed a counterpart.

E. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Wisconsin. All parties agree that jurisdiction and venue for all legal action shall be in Kenosha County, Wisconsin.

F. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be severed from this Agreement and the remainder will remain in full force and effect.

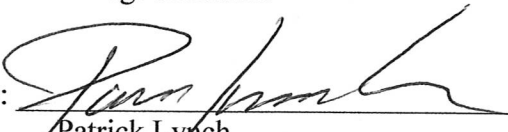
G. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and incorporates all agreements and understandings between the parties. This Agreement may be changed, modified or amended only by a written amendment executed by the Village and LYNCH in the same manner as this Agreement is executed. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall apply to any party.

H. No approvals which either party may grant under this Agreement may be unreasonably withheld, delayed or denied.

The parties have entered into this Agreement effective as of this 28<sup>th</sup> day of January, 2013.

VILLAGE OF PLEASANT PRAIRIE

By: \_\_\_\_\_  
John P. Steinbrink  
Village President

By:  \_\_\_\_\_  
Patrick Lynch  
Lynch Family of Dealerships





DRAWN UNDER TALMER BANK AND TRUST  
AS SUCCESSOR INTEREST TO FIRST BANKING CENTER  
IRREVOCABLE LETTER OF CREDIT NO. 37351600006  
DATED 02-07-2012

STATE OF WISCONSIN)

) SS:

COUNTY OF KENOSHA)

Michael R. Pollocoff, being first duly sworn on oath, deposes and says as follows:

1. I am the Village Administrator of the Village of Pleasant Prairie, Wisconsin (the Village).
2. The Village Board of Trustees, at a meeting duly held on the 4th day of February, 2013, 2010, duly approved a draw upon Talmer Bank and Trust as successor interest to First Banking Center Irrevocable Letter of Credit No. 37351600006 dated February 7, 2012 in the amount of US \$17,000.00 (Seventeen Thousand and 00/100 U.S. Dollars).

Village of Pleasant Prairie

\_\_\_\_\_  
Michael R. Pollocoff  
Village Administrator  
Village of Pleasant Prairie

Subscribed and sworn to before me  
this 4th day of February, 2013.

\_\_\_\_\_  
Notary Public, Kenosha Co., WI  
My commission expires \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jane M. Romanowski  
Village Clerk  
Village of Pleasant Prairie

**CLERK'S CERTIFICATION OF  
BARTENDER LICENSE APPLICATIONS**

**Period Ending:      January 29, 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. Bhinder P. Singh

thru June 30, 2014

Jane M. Romanowski  
Village Clerk