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

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. 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.)

5. Administrator's Report

6. New Business

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

   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.

   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.

   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.

   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.

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).

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

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.

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

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

K. Consider Operator License Applications on file.

7. Village Board Comments.

8. Adjournment.

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

DRAFT

RESOLUTION NO. 13-03

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
$6,975,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village") hereby finds and determines that it is necessary, desirable and in the best interest of the Village to raise funds for the public purpose of refunding obligations of the Village, including interest on them, specifically, the 2014 maturity of the General Obligation Promissory Notes, Series 2004A, dated May 3, 2004 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said cost;

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, villages are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of and to sell its general obligation refunding bonds (the "Bonds") to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of SIX MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($6,975,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Bonds aggregating the principal amount of SIX MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($6,975,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2013"; shall be issued in the aggregate principal amount of $6,975,000; shall be dated February 21, 2013; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on May 1 and November 1 of each year commencing on November 1,

2013. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2013 through 2023 for the payments due in the years 2013 through 2024 in the amounts set forth on the Schedule. The amount of tax levied in the year 2013 shall be the total amount of debt service due on the Bonds in the years 2013 and 2014; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Bonds in the year 2013.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The Village hereby appropriates from amounts levied to pay debt service on the Refunded Obligations or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Bonds coming due on November 1, 2013 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and

distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for $6,975,000 General Obligation Refunding Bonds, Series 2013, dated February 21, 2013" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The Village Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the Village and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from

Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as

if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Village Clerk or Village Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Village and on file in the Village Clerk's office.

Section 15. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All

actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on May 1, 2013 at a price of par plus accrued interest to the date of redemption.

The Village hereby directs the Village Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. All actions heretofore taken by the officers and agents of the Village to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 18. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded January 21, 2013.

_____
John P. Steinbrink
President

ATTEST:

_____
Jane M. Romanowski
Village Clerk (SEAL)

EXHIBIT A

Bond Purchase Proposal

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Bond)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

KENOSHA COUNTY

NO. R-___ VILLAGE OF PLEASANT PRAIRIE $_____

GENERAL OBLIGATION REFUNDING BOND, SERIES 2013

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
May 1, _____	February 21, 2013	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

FOR VALUE RECEIVED, the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2013 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $6,975,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of refunding certain outstanding obligations of the Village, all as authorized by a resolution of the Village Board duly adopted by said governing body at a meeting held on January 21, 2013. Said resolution is recorded in the official minutes of the Village Board for said date.

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Pleasant Prairie, Kenosha County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN

By: _____
John P. Steinbrink
President

(SEAL)

By: _____
Jane M. Romanowski
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
(e.g. Bank, Trust Company
or Securities Firm)

_____
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____
(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL*

Regarding

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2004A
DATED MAY 3, 2004

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have the CUSIP No. as set forth below have been called by the Village for prior payment on May 1, 2013 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
05/01/2014	$7,850,000	5.00%	728534MD7

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before May 1, 2013.

Said Notes will cease to bear interest on May 1, 2013.

By Order of the
Village Board
Village of Pleasant Prairie
Village Clerk

Dated _____

_____

* To be provided by facsimile transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to May 1, 2013 and to the MSRB. Notice shall also be provided to Financial Security Assurance Inc., or any successor, the bond insurer of the Notes.

In addition, if the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

Quarles & Brady LLP

411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4426
Tel 414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in:
Phoenix and Tucson, Arizona
Naples and Tampa, Florida
Chicago, Illinois
Milwaukee and Madison, Wisconsin
Washington, DC
Shanghai, China

January 9, 2013

VIA EMAIL

Ms. Kathleen M. Goessl
Finance Director/Treasurer
Village of Pleasant Prairie
Village Hall
9915 39th Avenue
Pleasant Prairie, WI 53158

Re: $6,975,000 Village of Pleasant Prairie
General Obligation Refunding Bonds, Series 2013

Dear Kathy:

Attached is a draft of the **Authorizing Resolution** to be adopted in connection with the above-referenced financing. We have prepared the Resolution with the information provided to us by Piper Jaffray & Co. ("Piper Jaffray"). Please review it carefully.

It is our understanding that the Resolution will be considered by the Village Board at its regular meeting on January 21, 2013.

If you have not already done so, please include the title of the Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the Village (or if the Village has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which the Resolution is adopted.

Unless the Village Board has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of a quorum of the Village Board is necessary to adopt the Resolution. We will provide you with an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution on the day of the meeting.

You will note in reviewing the Resolution that the maturities, interest rates and tax levies will be set forth on the Bond Purchase Agreement (Exhibit A), Pricing Summary (Exhibit B-1) and Debt Service Schedule (Exhibit B-2) prepared and provided by Piper Jaffray on the day of sale. It is our understanding that Piper Jaffray will provide us with this information prior to the meeting on January 21, 2013. We will review and confirm that information and will then email a final copy of the Resolution, including all exhibits, prior to the meeting for the Village Board to review and approve.

Following the adoption of the Resolution, we request that you return two executed copies of the Resolution, as well as two executed copies of the Certificate and Excerpts, to us for our review. All of these originally signed documents will be included in the closing transcripts. A copy of the Resolution should be incorporated into the minutes of the January 21, 2013 meeting.

We are also attaching a **Municipal Information Questionnaire** and a **Private Activity and Other Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return these questionnaires to us at your earliest convenience.

If you have any questions regarding the attached documents or any other matter, please do not hesitate to call us at any time.

Very truly yours,

QUARLES & BRADY LLP

Brian G. Lanser

BGL:SMN:jenger
Enclosures
cc: Mr. Gene Schulz (w/enc. via email)
Ms. Kay Eskildsen (w/enc. via email)
Mr. Michael Pollocoff (w/enc. via email)
Ms. Jane Romanowski (w/enc. via email)

Consider **Ord. #13-06** to amend Section 420-76 DD of the Village Zoning Ordinance related to wall sign requirements.

Recommendation:

On January 14, 2013 the Plan Commission held a public hearing and recommended that the Village Board approve the **Ordinance Amendment** as presented in the January 21, 2013 Village Staff Report.

VILLAGE STAFF REPORT OF JANUARY 21, 2013

Consider **Ord. #13-06** to amend Section 420-76 DD of the Village Zoning Ordinance related to wall sign requirements.

On December 10, 2012 the Village Plan Commission adopted Resolution #12-15 to initiate amendments to the Village Zoning Ordinance related to wall sign requirements. The proposed sign changes reflect sign requirements in many of the PUD's for commercial developments within the Village. The following amendments (bolded and highlighted in yellow) are proposed to section 420-76-DD:

DD. Wall sign.

(1) Permitted in any business, manufacturing, institutional, park and recreational or agricultural district. **Refer to the Section 420-78 K related to the aggregate permitted background commercial advertising sign area to determine the total area allowed.**

(2) Shall be **securely** mounted on the exterior wall of a building and shall not extend more than 12 inches from the building's wall surface.

(3) Shall not actually or appear to extend above or beyond any wall edge.

(4) **Shall not be placed upon or cover any architectural feature and shall be setback a minimum of six inches from the edge of the fascia, architectural feature or exterior building wall**.

(5) **Shall not extend past an individual tenant's internal leasable storefront space (within a multi-tenant building) unless specifically approved by the Village Zoning Administrator due to undue hardship or unique building configuration**.

(6) **Only channel-type or pin-mounted letters shall be allowed; however, a symbol or company logo may be allowed if approved by the Village Zoning Administrator**.

(7) **Box/cabinet signs may be allowed if approved by the Village Zoning Administrator**.

(8) **No sign raceways are allowed and no visible electrical "crossovers" are allowed.**

(9) A changeable copy sign, electronic changing message sign or electronic scrolling sign is permitted.

(10) May be illuminated. **If illuminated, the sign may be internally, externally, or halo-type illumination. The following types of signs/sign illumination shall not be permitted unless approved by the Village Zoning Administrator on a case-by-case basis including, but are not limited to: 1) external neon outlining illumination or 2) background painting of the building façade.**

(11) **All exterior building walls/facades where former signage was placed shall be patched and/or repaired as a condition of any new Wall Sign permit approval. All exterior building walls/facades shall be maintained in state of good repair at all times.**

(12) The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.

<u>Plan Commission recommends approval of the zoning text amendment as presented.</u>

ORD. NO. 13-06

ORDINANCE TO AMEND
THE VILLAGE ZONING ORDINANCE (CHAPTER 420)
RELATED TO WALL SIGN REQUIREMENTS
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DO HEREBY ORDAIN THAT SECTION 420-76 DD RELATED TO WALL SIGNS IS HEREBY AMENDED AS FOLLOWS:

DD. Wall sign.

(1) Permitted in any business, manufacturing, institutional, park and recreational or agricultural district. **Refer to the Section 420-78 K related to the aggregate permitted background commercial advertising sign area to determine the total area allowed.**

(2) Shall be **securely** mounted on the exterior wall of a building and shall not extend more than 12 inches from the building's wall surface.

(3) Shall not actually or appear to extend above or beyond any wall edge.

(4) **Shall not be placed upon or cover any architectural feature and shall be setback a minimum of six inches from the edge of the fascia, architectural feature or exterior building wall**.

(5) **Shall not extend past an individual tenant's internal leasable storefront space (within a multi-tenant building) unless specifically approved by the Village Zoning Administrator due to undue hardship or unique building configuration**.

(6) **Only channel-type or pin-mounted letters shall be allowed; however, a symbol or company logo may be allowed if approved by the Village Zoning Administrator**.

(7) **Box/cabinet signs may be allowed if approved by the Village Zoning Administrator**.

(8) **No sign raceways are allowed and no visible electrical "crossovers" are allowed.**

(9) A changeable copy sign, electronic changing message sign or electronic scrolling sign is permitted.

(10) May be illuminated. **If illuminated, the sign may be internally, externally, or halo-type illumination. The following types of signs/sign illumination shall not be permitted unless approved by the Village Zoning Administrator on a case-by-case basis including, but are not limited to: 1) external neon outlining illumination or 2) background painting of the building façade.**

(11) **All exterior building walls/facades where former signage was placed shall be patched and/or repaired as a condition of any new Wall Sign permit approval. All exterior building walls/facades shall be maintained in state of good repair at all times.**

(12) The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.

Adopted this 21st day of January, 2013.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

_____
John P. Steinbrink
Village President

_____
Jane M. Romanowski
Village Clerk
Posted: _____

Consider the request of Paul Schmitter, agent on behalf of CenterPoint WisPark Land Company, LLC owner of the vacant property north of 109th Street between 80th and 88th Avenues for approval of a **Certified Survey Map**.

Recommendation: Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the comments and conditions of the Village Staff Report of January 21, 2013.

VILLAGE STAFF REPORT OF JANUARY 21. 2013

Consider the request of Paul Schmitter, agent on behalf of CenterPoint WisPark Land Company, LLC owner of the vacant property north of 109th Street between 80th and 88th Avenues for approval of a **Certified Survey Map**.

The petitioner is proposing to develop the vacant land generally located south of 107th Street, north of 109th Street between 80th and 88th Avenues in LakeView Corporate Park with the construction of a 471,403 square foot distribution building to be referred to as LakeView XIV for TaChen International Inc. a distributor of stainless steel.

TaChen is a world industry leader in inventory breath, depth and availability: over 25,000 stainless steel (flat rolled long products both bar and structural, tubinf P.V.F.), aluminum (flat rolled, coils, sheets, plates and threadbrite) and nickel Ally (coils, sheets, plates and bars). TaChen has eight (8) locations nationwide, offering same and next day services. TaChen provides access to one of the most complete inventories of pipe, tub, sheet, plate, bar, fittings and valves in the metal industry. See ***attached*** for additional information.

On January 14, 2013, the Plan Commission conditionally approved Preliminary Site and Operational Plans so that mass grading and footings and foundations work may commence prior to Final Site and Operational Plans being approved.

The property is zoned M-2, General Manufacturing District and there are no wetlands, shoreland areas or 100-year floodplain on the property. The 471,403 square foot building is proposed to be approximately 38 feet high.

The materials that are delivered or to be loaded for distribution will take place inside the building and the trucks will exit the building to the south through one of the three proposed driveways on 109th Street. The materials that are delivered or to be loaded for distribution take place inside the building and the trucks will exit the building to the south through one of the three proposed driveways on 109th Street. Up to 85 employees per day will enter and leave the site through a separate entrance on 109th Street to an area adjacent to the proposed 10,489 sq. ft. office area. Anticipated daily average truck traffic will be greater than 50 trucks per day.

As part of the development the petitioner is requesting approval of a **Certified Survey Map** to identify existing easements on the 26 acre property. At this time no additional easements are required. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office prior to issuance of any permits.

<u>Plan Commission recommends conditional approval of the Certified Survey Map subject to the following conditions:</u>

1. The following restrictive Covenant shall be added to the CSM:

"RESTRICTIVE COVENANT

1. The Owner hereby covenants that the Lot 1 Owner shall have the obligation of planting, maintaining and replacing the **Street Trees** located within the 107th and 109th Street rights-of-way area shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the rights-of-way, which might damage the street trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by Kenosha County and

the Village. This covenant shall run with the land, shall be binding upon the Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village. Such street tree planting and maintenance shall be performed regularly, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such 107th or 109th Street tree related maintenance activities, the Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law."

2. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the CSM.

3. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and confirmation of recording submitted to the Village prior to issuance of any permits.

CenterPoint Properties®

LOGISTICS ✳ INDUSTRIAL

INVESTMENT | DEVELOPMENT | MANAGEMENT

January 15, 2013

Village of Pleasant Prairie
Attn: Ms. Jean Werbie-Harris
9915 39th Avenue
Pleasant Prairie, WI 53158

Re: Company overview for the proposed Ta Chen facility in the LakeView Corporate Park.

Dear Ms. Werbie-Harris,
The following is an overview and brief history of TaChen International. I have also included a specific product listing, most of which will be warehoused in the LakeView Facility. The facility will serve the entire Chicago and Milwaukee areas.

OVERVIEW

Ta Chen International, Inc. ("TCI" or "the Company") is a leading master distributor of stainless, aluminum and nickel alloy coils, sheets, plates, long products, tubes and PVFs. TCI is an industry leader in inventory depth, breadth and availability and efficiently serves over 3,000 customers nationwide through 8 strategically located warehouses.

Founded by Mr. Robert Shieh in 1989, TCI entered the US market as a newcomer to the stainless steel distribution business. Within 10 years, the Company has grown from a small operation in Los Angeles to become the largest and most recognized name in Stainless Master Distribution in the United States

"Excellence in Execution" "Efficiency in Motion"

QUALITY | SERVICE | PRICE

HISTORY

In the early 1990's, the Company focused primarily on the distribution of stainless steel pipes, valves and fittings manufactured by TCI's parent company, Ta Chen Stainless Pipe, Ltd (publicly traded on the Taiwan Stock Exchange under ticker: 2027). Based in Taiwan, Ta Chen Stainless Pipe is an advanced mill that produces some of the world's highest quality stainless steel welded pipes, tubing, fittings and valves. Today, Ta Chen's PVF products have achieved recognition in the United States and Europe for its superior quality and value. In the mid 1990's, TCI expanded its product line to include stainless steel flat rolled and also added stainless steel long products by the late 1990's. The ability to successfully combine the three product lines - PVF, flat rolled & long products -under one sales platform

was an industry first in stainless master distribution. Nevertheless, TCI continued to expand its product offerings which now include aluminum and nickel alloy flat rolled products.
In 2001, the Company again opted to take the road less traveled and launched what has become the metals industry's most popular and powerful Internet web order platform. Most importantly, TCI customers have capitalized on the TCI system to increase their own capital and operating efficiencies. Today, over 75% of TCI's daily transactions are completed efficiently over the web and this technology platform provides the Company with unprecedented operating leverage. With the ability to harness this level of operating efficiency, TCI stands alone in its ability to guarantee the industry's best value proposition to our customers.

ALUMINUM FLAT ROLLED

Aluminum Coil
Aluminum Sheet
Aluminum Plate
Aluminum Tread Bright

NICKEL ALLOY PRODUCTS

Nickel Alloy Coil
Nickel Alloy Sheet
Nickel Alloy Plate
Nickel Alloy Bar

STAINLESS FLAT ROLLED

Duplex Plate
Stainless CR Coil
Stainless HR Coil
Stainless Sheet
Stainless Plate
Stainless Diamond Plate

STAINLESS PIPES

Duplex Seamless Pipe
Duplex Welded Pipe
Stainless Seamless Pipe
Stainless Welded Pipe

VALVES, FITTINGS, FLANGES

Valves & Y-Strainers
Stainless Butt Weld Fittings
Stainless Seamless Butt Weld Fittings
Stainless 150# Castings
Stainless Flanges
Stainless Nipples
Stainless Seamless Nipples
Stainless Forged Fittings

STAINLESS LONG PRODUCTS

Stainless Angle
Stainless Unequal Angle
Stainless Beam
Stainless Channel
Stainless Tee Bar Class
Stainless True Flat Bar
Stainless Gauer (sheared & edged)Flat Bar
Stainless Hex Bar
Stainless Half Round Bar
Stainless Round Bar
Stainless Square Bar

STAINLESS TUBING

Stainless Welded Tubing A554
Stainless Welded (mechanical) Tubing A249/A269
Stainless Sanitary Tubing A270
Stainless Seamless (instrumentation) Tubing A213/A269
Stainless Seamless Mechanical Tubing A511

VILLAGE OF
PLEASANT PRAIRIE

Filed _____ 20__
Fee Paid _____ 20__
PC Meeting Date _____ 20__
VB Meeting Date _____ 20
Approved _____ 20__
Denied _____ 20__

VILLAGE OF PLEASANT PRAIRIE
CERTIFIED SURVEY MAP APPLICATION

To: Village Plan Commission & Village Board of Trustees of the Village of Pleasant Prairie:

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie Zoning Map as hereinafter requested.

It is petitioned that the following described property be subdivided with a Certified Survey Map (CSM)

The property petitioned to be subdivided is located at: BETWEEN 107TH AND 109TH STREETS

and is legally described as follows: SEE ATTACHED

Tax Parcel Number(s): 94 - 4 - 122 - 282 - 0108

The property abuts or adjoins a State Trunk Highway	☐ Yes	☑ No
The property abuts or adjoins a County Trunk Highway	☐ Yes	☑ No
Municipal Sanitary Sewer is available to service said properties	☑ Yes	☐ No
Municipal Water is available to service said properties	☑ Yes	☐ No

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine additional information that may be needed to consider the request.

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

PROPERTY OWNER:

Print Name: PAUL SCHMITTER
Signature: Paul Schmitt
Address: 6750 W. WASHINGTON
WEST ALLIS WI 53066
(City) (State) (Zip)
Phone: 414 · 256 · 3408
Fax: 414 · 256 · 3438
Date _____

OWNER'S AGENT:

Print Name: _____
Signature: _____
Address: _____
_____
(City) (State) (Zip)
Phone: _____
Fax: _____
Date: _____

Village of Pleasant Prairie, WI

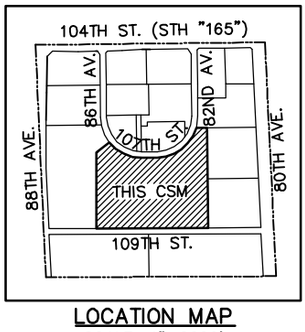
Commencing at the southwest corner of the Northwest 1/4 of said Section 28; thence North 02°32'36" West along the west line of said Northwest 1/4 section, 555.44 feet to the westerly extension of the north line of 109th Street; thence North 89°44'29" East along said extension line and then along said north line, 603.36 feet to the southeast corner of Lot 100 of Certified Survey Map No. 2373 and the point of beginning;

Thence North 00°15'31" West along the easterly line of said Lot 100, 861.68 feet; thence North 51°37'18" East along said easterly line, 189.90 feet to the southerly line of 107th Street and a point on a curve; thence southeasterly 428.95 feet along said southerly line and along the arc of said curve to the left, whose radius is 470.00 feet and whose chord bears South 64°31'27" East, 414.22 feet to a point of tangency; thence North 89°19'48" East along said southerly line, 170.00 feet to a point of curve; thence northeasterly 599.50 feet along said southerly line and along the arc of said curve to the left, whose radius is 470.00 feet and whose chord bears North 52°47'20" East, 559.68 feet to the southwest corner of Parcel 91 of Certified Survey Map No. 2193; thence North 89°19'48" East along the south line of said Parcel 91, 121.67 feet to the northwest corner of Parcel 86 of Certified Survey Map No. 2161; thence South 00°40'12" East along the west line of said Certified Survey Map No. 2161, 1137.63 feet to the southwest corner of Parcel 87 of said Certified Survey Map No. 2161 and the north line of said 109th Street; thence South 89°44'29" West along said north line, 1269.61 feet to the point of beginning.

Containing in all 1,132,669 square feet (26.0025 acres) of lands, more or less.

CERTIFIED SURVEY MAP No. _____

BEING A PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

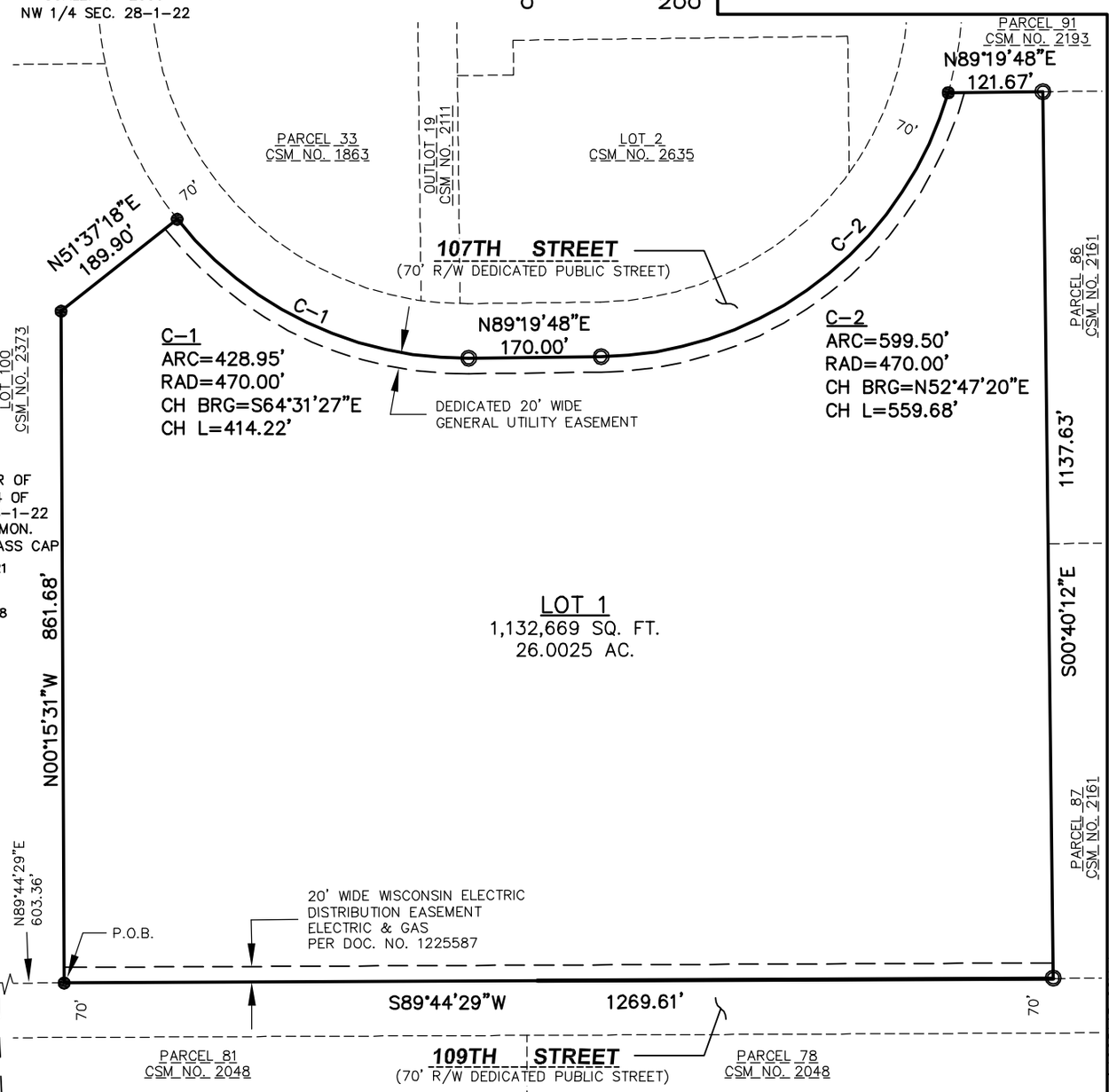


LOCATION MAP
SCALE: 1"=2000'
NW 1/4 SEC. 28-1-22

LEGEND:

- 1" IRON PIPE FOUND AND ACCEPTED
- 3/4" IRON REBAR FOUND AND ACCEPTED

SCALE IN FEET
0 200'



BEARING BASIS
ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. WEST LINE OF NW 1/4 SEC 28-1-22 WAS USED AS N02°32'36"W.

PROJECT CONVERSION FACTOR:
GRID/1.0000045 = GROUND

ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

PREPARED FOR:
CENTERPOINT
PROPERTIES TRUST
1808 SWIFT DR.
OAK BROOK, IL 60523

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
MILWAUKEE REGIONAL OFFICE
N22 W22931 NANCY'S COURT SUITE 3
WAUKESHA, WISCONSIN 53186
262.513.0666 PHONE | 262.513.1232 FAX

DATED THIS _____ DAY OF NOVEMBER, 2012
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

J:\JSD Projects\12C5143 LV SouthRingRd\dwg\12C5143 CSM.dwg

CERTIFIED SURVEY MAP No. _____

BEING A PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

State of Wisconsin)
) SS
Kenosha County)

I, Rizal W. Iskandarsjach, Registered Land Surveyor, do hereby certify that I have surveyed, divided, dedicated and mapped a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the southwest corner of the Northwest 1/4 of said Section 28; thence North 02°32'36" West along the west line of said Northwest 1/4 section, 555.44 feet to the westerly extension of the north line of 109th Street; thence North 89°44'29" East along said extension line and then along said north line, 603.36 feet to the southeast corner of Lot 100 of Certified Survey Map No. 2373 and the point of beginning;

Thence North 00°15'31" West along the easterly line of said Lot 100, 861.68 feet; thence North 51°37'18" East along said easterly line, 189.90 feet to the southerly line of 107th Street and a point on a curve; thence southeasterly 428.95 feet along said southerly line and along the arc of said curve to the left, whose radius is 470.00 feet and whose chord bears South 64°31'27" East, 414.22 feet to a point of tangency; thence North 89°19'48" East along said southerly line, 170.00 feet to a point of curve; thence northeasterly 599.50 feet along said southerly line and along the arc of said curve to the left, whose radius is 470.00 feet and whose chord bears North 52°47'20" East, 559.68 feet to the southwest corner of Parcel 91 of Certified Survey Map No. 2193; thence North 89°19'48" East along the south line of said Parcel 91, 121.67 feet to the northwest corner of Parcel 86 of Certified Survey Map No. 2161; thence South 00°40'12" East along the west line of said Certified Survey Map No. 2161, 1137.63 feet to the southwest corner of Parcel 87 of said Certified Survey Map No. 2161 and the north line of said 109th Street; thence South 89°44'29" West along said north line, 1269.61 feet to the point of beginning.

Containing in all 1,132,669 square feet (26.0025 acres) of lands, more or less.

All subject to easements and restrictions of record, if any.

That I have made such survey, land division and map by the direction of CENTERPOINT PROPERTIES TRUST, owner of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping the same .

DATED THIS _____ DAY OF NOVEMBER, 2012

_____
Rizal W. Iskandarsjach, R.L.S.
Registered Land Surveyor, S-2738

J:\JSD Projects\12C5143 LV SouthRingRd\dwg\12C5143 CSM.dwg

CERTIFIED SURVEY MAP No. _____

BEING A PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

CENTERPOINT PROPERTIES TRUST duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided, dedicated and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping.

CENTERPOINT PROPERTIES TRUST

_____(sign) _____(date)
_____(print)
_____(title)

_____(sign) _____(date)
_____(print)
_____(title)

State of Wisconsin)
) SS
_____ County)

Personally came before me this _____ day of _____, 2012, the above named _____, _____, and _____, _____, of the above named company, to me known to be such _____ and _____ of said company, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

_____
Notary Public, _____ County, _____
My Commission Expires _____

VILLAGE PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Pleasant Prairie on this _____ day of _____, 2012.

_____
THOMAS W. TERWALL
Chairman of Village Plan Commission

VILLAGE BOARD APPROVAL

Resolved that this Certified Survey Map, being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, having been approved by the Plan Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Pleasant Prairie, on this _____ day of _____,2012.

_____
JOHN P. STEINBRINK
Village President

ATTEST:

_____
JANE M. ROMANOWSKI
Village Clerk

DATED THIS _____ DAY OF NOVEMBER, 2012
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

J:\JSD Projects\12C5143 LV SouthRingRd\dwg\12C5143 CSM.dwg

Consider the request of Florin Stanescu of Meijer Distribution, Inc., applicant for approval of a **Certified Survey Map** for the property located at 7400 95th Street.

Recommendation: Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the comments and conditions of the Village Staff Report of January 21, 2013.

VILLAGE STAFF REPORT OF JANUARY 21, 2013

Consider the request of Florin Stanescu of Meijer Distribution, Inc., applicant for approval of a **Certified Survey Map** for the property located at 7400 95th Street.

The petitioner has purchased the property previously occupied by SuperValu located at 7400 95th Street and use the site and the facilities for a another wholesale grocery distribution center for Meijer Distribution, Inc. from Grand Rapids, MI. They intent to construct a 253,677 square foot distribution center (High Bay Automated Storage and Retrieval System (ASRS) building, welfare areas & associated docks)*.*

On January 14, 2013, the Plan Commission conditionally approved Preliminary Site and Operational Plans so that mass grading and footings and foundations work may commence prior to Final Site and Operational Plans being approved for the addition.

The site will be utilized as a wholesale grocery distribution center, supporting retail grocery stores in the southern Wisconsin and northern Illinois area. Packaged dry groceries, frozen food, meat dairy and produce was shipped to the facility from suppliers throughout the country and temporarily stored in non-refrigerated and refrigerated warehouse buildings until such time as they are selected and loaded onto trucks and shipped to retail grocery stores. The site would be developed in phases.

The following is a description of existing warehouse and accessory buildings on the property:

- One-story office space - 54,411 square feet;
- Dry grocery warehouse – 360,632 square feet;
- Refrigerated warehouse - 137,589 square feet;
- Tractor/trailer maintenance and service building (including truck wash bay) - 9,628 square feet;
- Guard house (at truck entrance) - 2,360 square feet;
- Energy center (includes ammonia refrigeration equipment) - 5,070 square feet; and
- Fueling station and above ground tank system (both canopy covered).

The property is zoned M-2, General Manufacturing District and there are no wetlands, shoreland areas or 100-year floodplain on the property. The 253,677 square foot building addition.

Hours of Operation: The facility will be in operation 24 hours per day/seven days per week, in varying degrees of activity. The office will operate daily in conjunction with the distribution business flow. The facility will not be open to the public.

Trucks making deliveries to retail stores will depart throughout the day, seven days a week. These loads will be arrayed over the daily 24 hour period, with peaks being from 10:00 p.m. to 3:00 a.m. These trucks will return throughout the 24 hour daily period, seven days a week.

Trucks will make deliveries to the site from outside suppliers beginning after midnight and arrayed throughout the 24 hour period. There will be two types of deliveries; "drop trailers" will primarily be drivers that are familiar with the facility who bring a load in, drop it in the trailer parking lot, pick up an empty trailer and depart; "live loads" will be drivers that mostly are not familiar with the facility and bring their loads in by appointment. Live loads will bring the load in, wait in the staging "bull pen" area for their appointment time, take their load directly to a designated dock door, wait for the load to be unloaded and leave with the empty trailer they brought. Roughly 20-25% of the inbound traffic will be live loads.

Anticipated Startup Date and Employee Count: The existing facility will be closed May 2013 to mid-2014. Operations are expected to re-start in summer to fall 2014. Full-time employees estimated at 486 including 3rd party labor and part-time employees estimated at 42 including 3rd party labor are proposed. Each area will operate with two planned 10-12 hour shifts 6 days per week with seasonal requirements to 7 days.

1st shift (6AM – 5PM)	warehouse approximately 152 team members * shift maintenance/security approximately 16 team members* unloaders (lumpers) approximately 36 team members* 3rd party/fleet maintenance approximately 17 team members **
1st shift (8AM – 5PM)	office operations – Monday thru Saturday approximately 10 team members*
2nd shift (6PM – 5AM)	warehouse approximately 102 team members* shift maintenance/security approximately 11 team members* unloaders (lumpers) approximately 24 team members* 3rd party/fleet maintenance approximately 11 team members**
Truck Drivers/Switchers	approximately 125 team members rotating over the 24 hour period**

*site entry via 95th Street employee entrance
**site entry via Green Bay Road truck entrance

Site Access and Parking: The facility is being designed for incoming/outgoing trucks through the main truck access on STH 31 with office workers entering and leaving the site from the main entrance on 95th Street (south side of site).

Anticipated Average and Maximum Daily Automobile Traffic Counts: Average daily automobile traffic is projected to be approximately 100 per day. Roughly 80 of these will enter through the truck entrance. Future estimated totals – Average daily automobile traffic is projected to be approximately 400 per day. Roughly 25% (100) of these will enter through the truck entrance.

Anticipated Average and Maximum Daily Truck Traffic Counts: Average daily truck traffic is projected to be approximately 90 per day and 110 on peak. Future estimated totals - Average daily truck traffic is projected to be approximately 160 per day and 218 on peak.

As part of the development, the petitioner is requesting approval of a **Certified Survey Map** to combine the three existing parcels and to identify existing easements on the property. In addition, a Stormwater Maintenance and Access Easement will be added over the on-site retention basin.

The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office prior to issuance of any permits.

Plan Commission recommends conditional approval of the Certified Survey Map subject to the following conditions:

1. A Stormwater Access and Maintenance Easement shall be placed over the existing storm water pond to allow Village access to the pond. The access & maintenance easement shall be depicted on the CSM and a legal description of the easement shall be incorporated in the CSM.
2. See additional changes to Sheets 1 and 5 of the CSM as ***attached***.
3. See ***attached*** Dedication and Easement Provision and Restrictive Covenants to be added to the CSM.

4. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the CSM.

5. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and confirmation of recording submitted to the Village prior to issuance of any permits.

CERTIFIED SURVEY MAP NO.

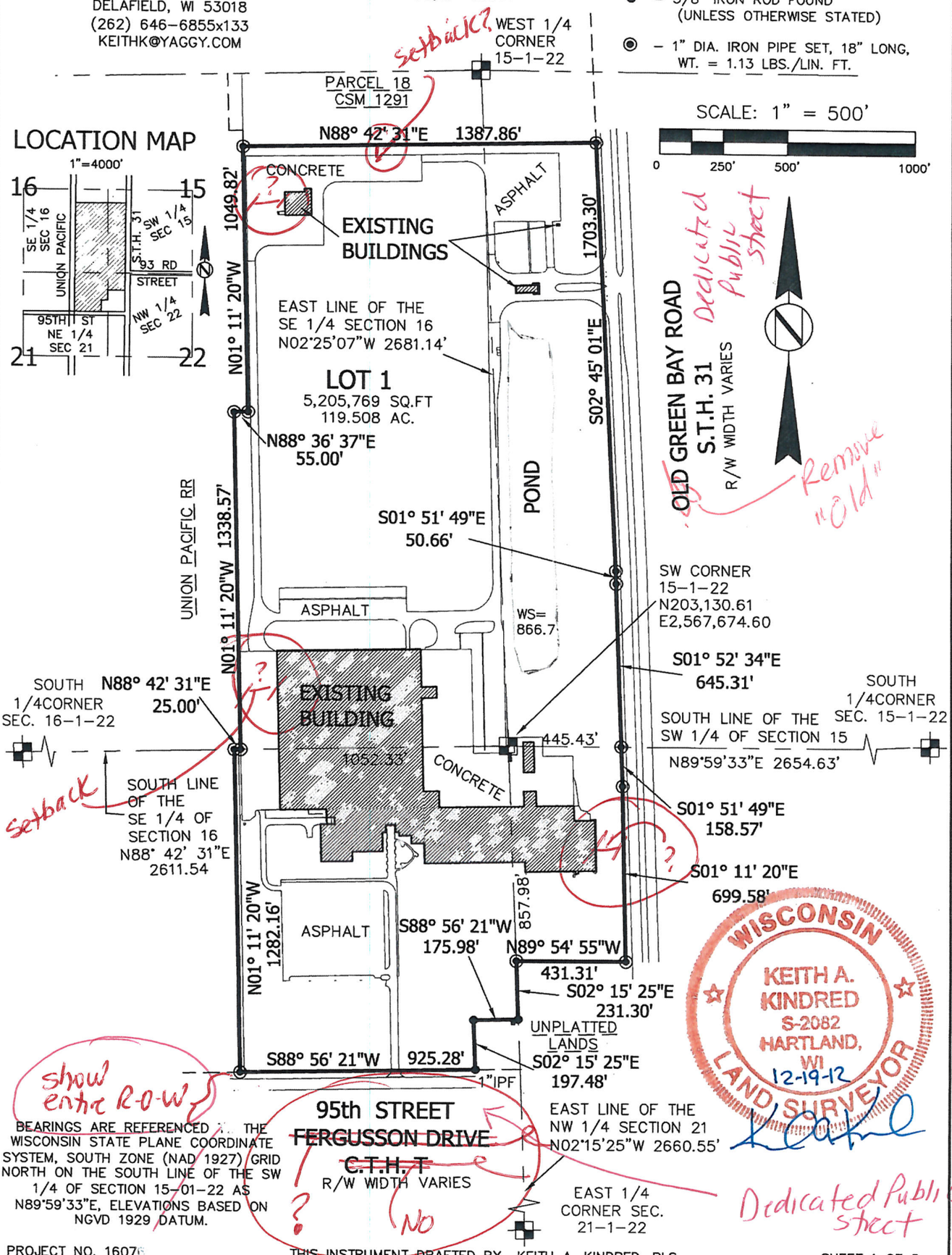
BEING ALL OF PARCEL 10, CSM 1291 A PART OF PARCEL 11, CSM 1291 AND A PART OF PARCEL 9, CSM 1292 AND LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 16, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, THE NW 1/4 OF THE NW 1/4 OF SECTION 22 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 21 ALL LOCATED IN T.01N., R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

SURVEYOR:
KEITH A. KINDRED, RLS S-2082
YAGGY COLBY ASSOCIATES
501 MAPLE AVE
DELAFIELD, WI 53018
(262) 646-6855x133
KEITHK@YAGGY.COM

SURVEY FOR:
MEIJER DISTRIBUTION, INC.
2929 WALKER AVENUE. NW
GRAND RAPIDS,MI 49544

LEGEND
- CONC. MON. W/ BRASS CAP FND.
- 5/8" IRON ROD FOUND (UNLESS OTHERWISE STATED)
- 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.

SCALE: 1" = 500'
0 250' 500' 1000'



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 15-01-22 AS N89°59'33"E, ELEVATIONS BASED ON NGVD 1929 DATUM.

PROJECT NO. 1607

THIS INSTRUMENT DRAFTED BY KEITH A. KINDRED, RLS

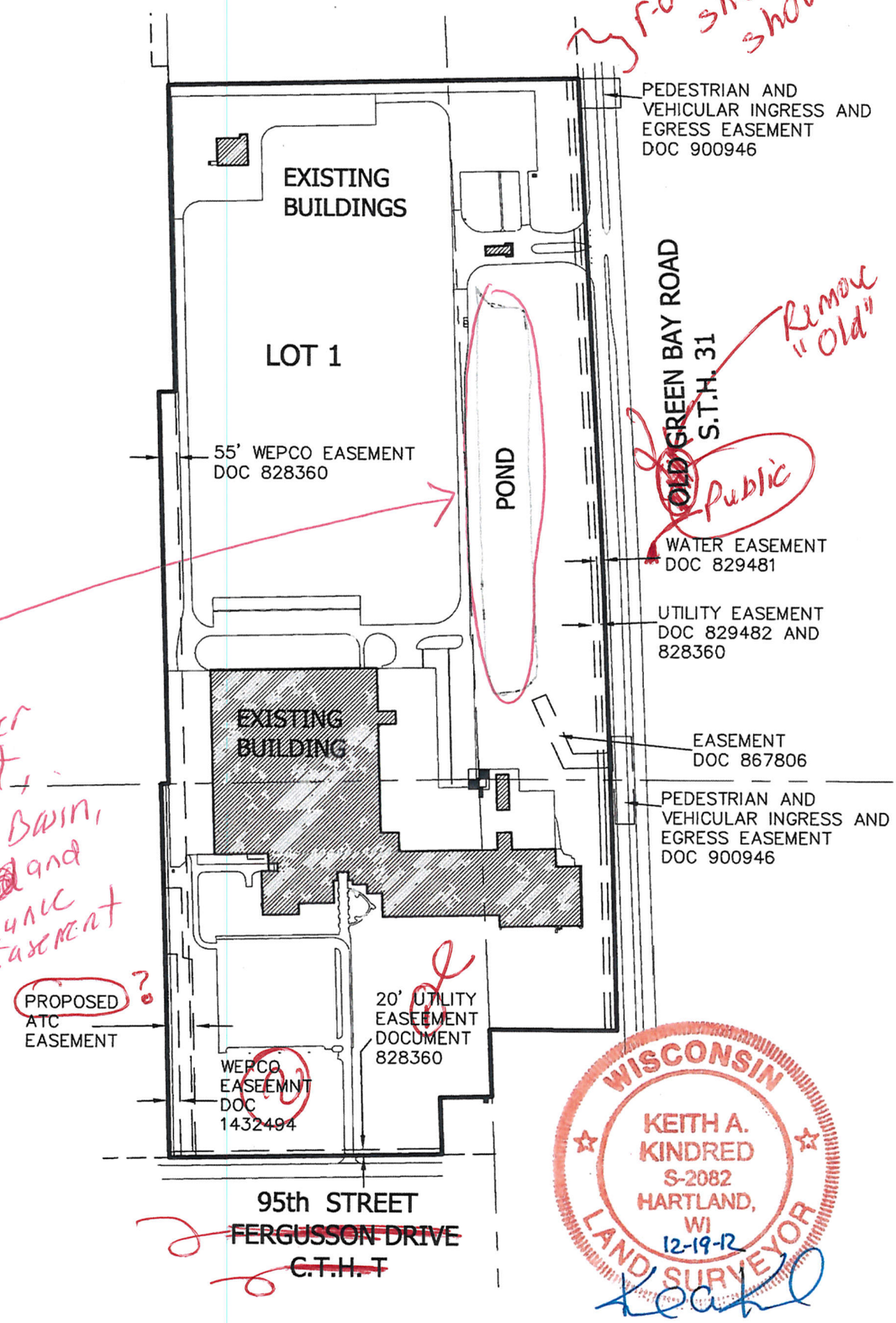
SHEET 1 OF 5

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF PARCEL 10, CSM 1291 A PART OF PARCEL 11, CSM 1291 AND A PART OF PARCEL 9, CSM 1292 AND LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 16, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, THE NW 1/4 OF THE NW 1/4 OF SECTION 22 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 21 ALL LOCATED IN T.01N., R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

EASEMENT DETAL SHEET

NOTE:
EASEMENTS BASED ON COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED AUGUST 20, 2012 AND ALTA/ACSM LAND TITLE SURVEY PREPARED BY SPACECO INC.



CERTIFIED SURVEY MAP NO. _____

BEING ALL OF PARCEL 10, CSM 1291 A PART OF PARCEL 11, CSM 1291 AND A PART OF PARCEL 9, CSM 1292 AND LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 16, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, THE NW 1/4 OF THE NW 1/4 OF SECTION 22 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 21 ALL LOCATED IN T.01N., R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor hereby certify;

That I have surveyed, combined and mapped all that being....

That I have made such suAll of Parcel 10, CSM #1291 a part of Parcel 11, CSM #1291 and a part of Parcel 9, CSM #1292 and located in the NE 1/4 and SE 1/4 of the SE 1/4 of Section 16, the NW 1/4 and SW1/4 of the SW 1/4 of Section 15, the NW 1/4 of the NW 1/4 of Section 22 and the NE 1/4 of the NE 1/4 of Section 21 all in Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin. More fully described as:

Commencing at the Southwest corner of Section 15; thence North 89°59'33" East along the South line of the SW 1/4 of said Section 15 a distance of 445.43 feet to the West right-of-way of S.T.H. 31 and point of beginning of the herein after described lands; thence South 01°51'49" East along said West right-of-way line 158.57 feet; thence South 01°11'20" East continuing along said West right-of-way line 699.58 feet; thence North 89°54'55" West, 431.31 feet; thence South 02°15'25" East, 231.30 feet; thence South 88°56'21" West, 175.98 feet; thence South 02°15'25" East, 197.48 feet to a point on the North right-of-way line of 95th street; thence South 88°56'21" West along said North right-of-way line 925.28 feet; thence North 01°11'20" West, 1,282.16 feet; thence North 88°42'31" East, 25.00 feet; thence North 01°11'20" West, 1,338.57 feet; thence North 88°36'37" East, 55.00 feet; thence North 01°11'20" West; 1,049.82 feet to the Northwest corner of Parcel 10, CSM 1291; thence North 88°42'31" East, 1,387.86 feet to the Northeast corner of said Parcel 10; thence South 02°45'01" East along the West right-of-way line of STH 31 a distance of 1,703.30 feet; thence South 01°51'49" East continuing along said West right-of-way 50.66 feet; thence South 01°52'34" East continuing along said West right-of-way line 645.31 feet to the point of beginning.

Said lands contain 5,205,769 sq. ft. or 119.508 acres.

That I have made such survey, land combination and Certified Survey Map by the direction of Meijer Distribution, Inc, owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the ~~subdivision regulations~~ of the Village of Pleasant Prairie in surveying, dividing and mapping the same.

Dated this 19th day of December, 2012.

Keith A. Kindred, RLS S-2082

Chapter 395 of the village Land Division and Development control Ordinance

WISCONSIN KEITH A. KINDRED S-2082 HARTLAND, WI LAND SURVEYOR

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF PARCEL 10, CSM 1291 A PART OF PARCEL 11, CSM 1291 AND A PART OF PARCEL 9, CSM 1292 AND LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 16, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, THE NW 1/4 OF THE NW 1/4 OF SECTION 22 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 21 ALL LOCATED IN T.01N., R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Meijer Distribution, Inc. a corporation duly organized and existing under and by virtue of the laws of the State of _____, as owner, does hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, combined, mapped and dedicated as represented on this Certified Survey Map.

Meijer Distribution, Inc does further certify that this Certified Survey Map is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

1) Village of Pleasant Prairie

IN WITNESS WHEREOF, said Meijer Distribution, Inc. has caused these presents to be signed by _____, its _____, at _____, _____, and its corporate seal to be hereunto affixed on this _____ day of _____,20__.

_____

_____, _____

Print Name / Title

STATE OF MICHIGAN)

) ss.

COUNTY OF KENT)

The foregoing instrument was acknowledged before me this __ day of _____, 201_, by _____, the _____, of Meijer Distribution, Inc., a Michigan corporation, for and on behalf of said corporation,

_____

Notary Public, State of Michigan, County of _____ Print Name: _____

My Commission Expires: _____

acting in the County of Kent

WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
12-19-12
LAND SURVEYOR

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF PARCEL 10, CSM 1291 A PART OF PARCEL 11, CSM 1291 AND A PART OF PARCEL 9, CSM 1292 AND LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 16, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, THE NW 1/4 OF THE NW 1/4 OF SECTION 22 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 21 ALL LOCATED IN T.01N., R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

VILLAGE BOARD APPROVAL CERTIFICATE:

Meijer Distribution, Inc.

Resolved that the Certified Survey Map, in the Village of Pleasant Prairie, Ohiocubco, Inc, owner, is hereby approved by the Village Board of Trustees.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed_____

John P. Steinbrink, Village President

I hereby certify that the foregoing is a true and correct copy ~~of a resolution~~ adopted by the Village Board of the Village of Pleasant Prairie.

ATTEST:

Date: _____ ~~Signed~~_____

Jane M. Romanowski, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

Meijer Distribution, Inc.

APPROVED, that the Certified Survey Map, in the Village of Pleasant Prairie, Ohiocubco, Inc, owner, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed_____

Thomas W. Terwall, Chair~~person~~man

I hereby certify that the foregoing is a true and correct copy ~~of a resolution~~ Plan Commission adopted by the Plan Commission of the Village of Pleasant Prairie.

Date: _____ Signed_____

Donald Hackbarth, Plan Commission Secretary

WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
12-19-12
LAND SURVEYOR

MEIJER DISTRIBUTION, INC.
DEDICATION AND EASEMENT PROVISIONS

1. Perpetual nonexclusive easements coextensive with the areas shown as a **Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement** on this CSM are hereby dedicated, given, granted and conveyed by Meijer Distribution, Inc. (referred to as the "Owner") to the Village of Pleasant Prairie (referred to as the "Village") for the Owner's private storm water drainage system improvements, storm water retention basin storage and conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement shall be exclusive, except for the Owner's use, planting and irrigating, care and maintenance of the Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement area on Lot 1 as it will not interfere with the improvements, uses and purposes of the Village. In the event of any conflicts between the rights of the Village pursuant to the Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement and the rights of any other persons or entities with respect to the Dedicated Easement, the Village's rights under this Easement shall be deemed to be superior.

RESTRICTIVE COVENANTS

1. The Owner hereby covenants that Meijer Distribution, Inc. (the "Owner") shall have the obligation of maintaining the **Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement** area shown on this CSM in a functional, neat and nuisance free condition to handle storm water in the Development. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and catch basin structures; mowing; and weeding to prevent nuisance conditions. The Owner further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Easement area which blocks, diverts or re-routs the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village.

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

2. The Owner hereby covenants that the Lot 1 Owner shall have the obligation of planting, maintaining and replacing the **Street Trees** located within the 95th Street right-of-way area shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-ways, which might damage the street trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village. This covenant shall run with the land, shall be binding upon the Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village. Such street tree planting and maintenance shall be performed regularly, without compensation, and to the satisfaction of the Village.

   To the extent that the Village performs any such street tree related maintenance activities, the Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

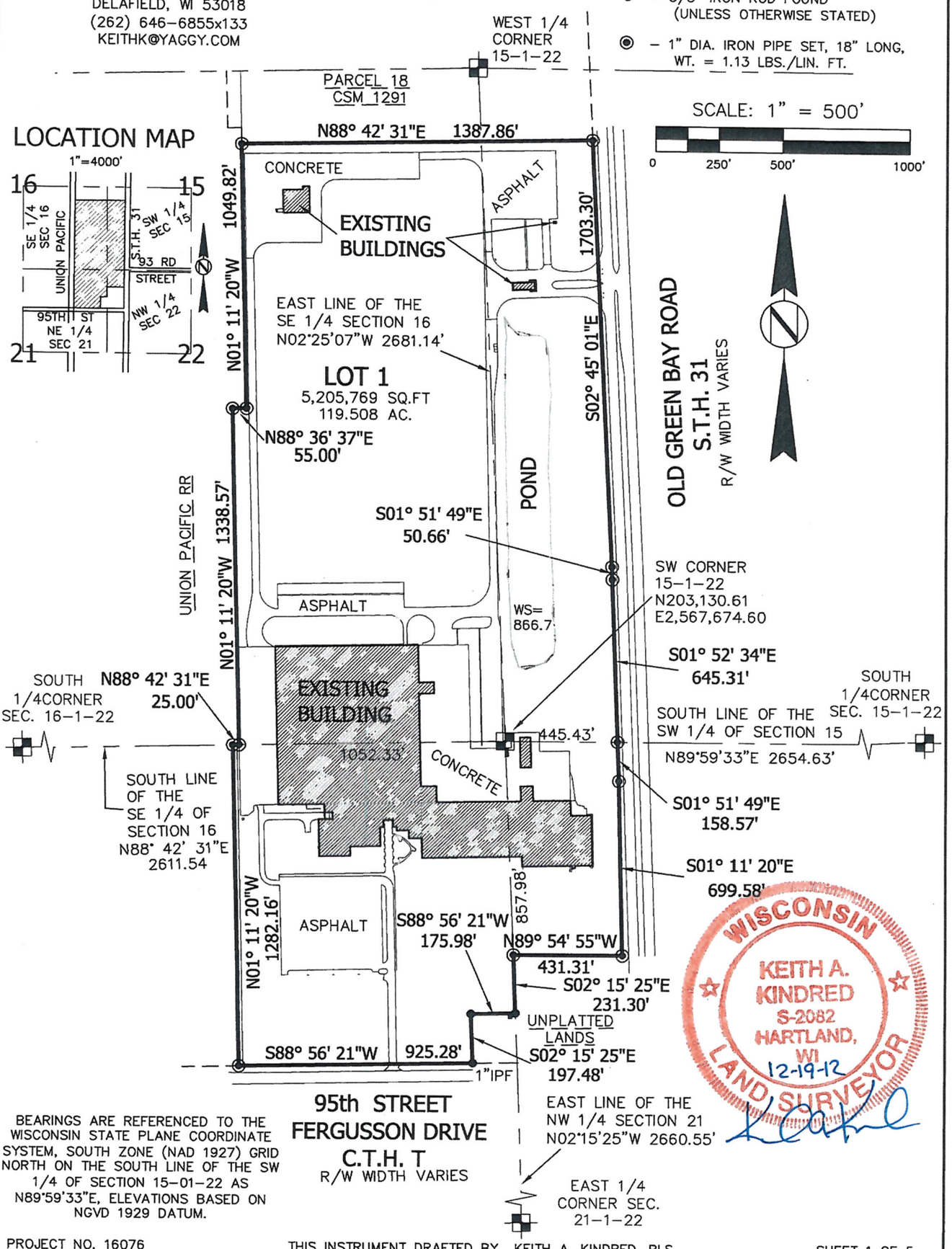
CERTIFIED SURVEY MAP NO. _____

BEING ALL OF PARCEL 10, CSM 1291 A PART OF PARCEL 11, CSM 1291 AND A PART OF PARCEL 9, CSM 1292 AND LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 16, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, THE NW 1/4 OF THE NW 1/4 OF SECTION 22 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 21 ALL LOCATED IN T.01N., R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

SURVEYOR:
KEITH A. KINDRED, RLS S-2082
YAGGY COLBY ASSOCIATES
501 MAPLE AVE
DELAFIELD, WI 53018
(262) 646-6855x133
KEITHK@YAGGY.COM

SURVEY FOR:
MEIJER DISTRIBUTION, INC.
2929 WALKER AVENUE. NW
GRAND RAPIDS,MI 49544

LEGEND
- CONC. MON. W/ BRASS CAP FND.
- 5/8" IRON ROD FOUND (UNLESS OTHERWISE STATED)
- 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 15-01-22 AS N89°59'33"E, ELEVATIONS BASED ON NGVD 1929 DATUM.

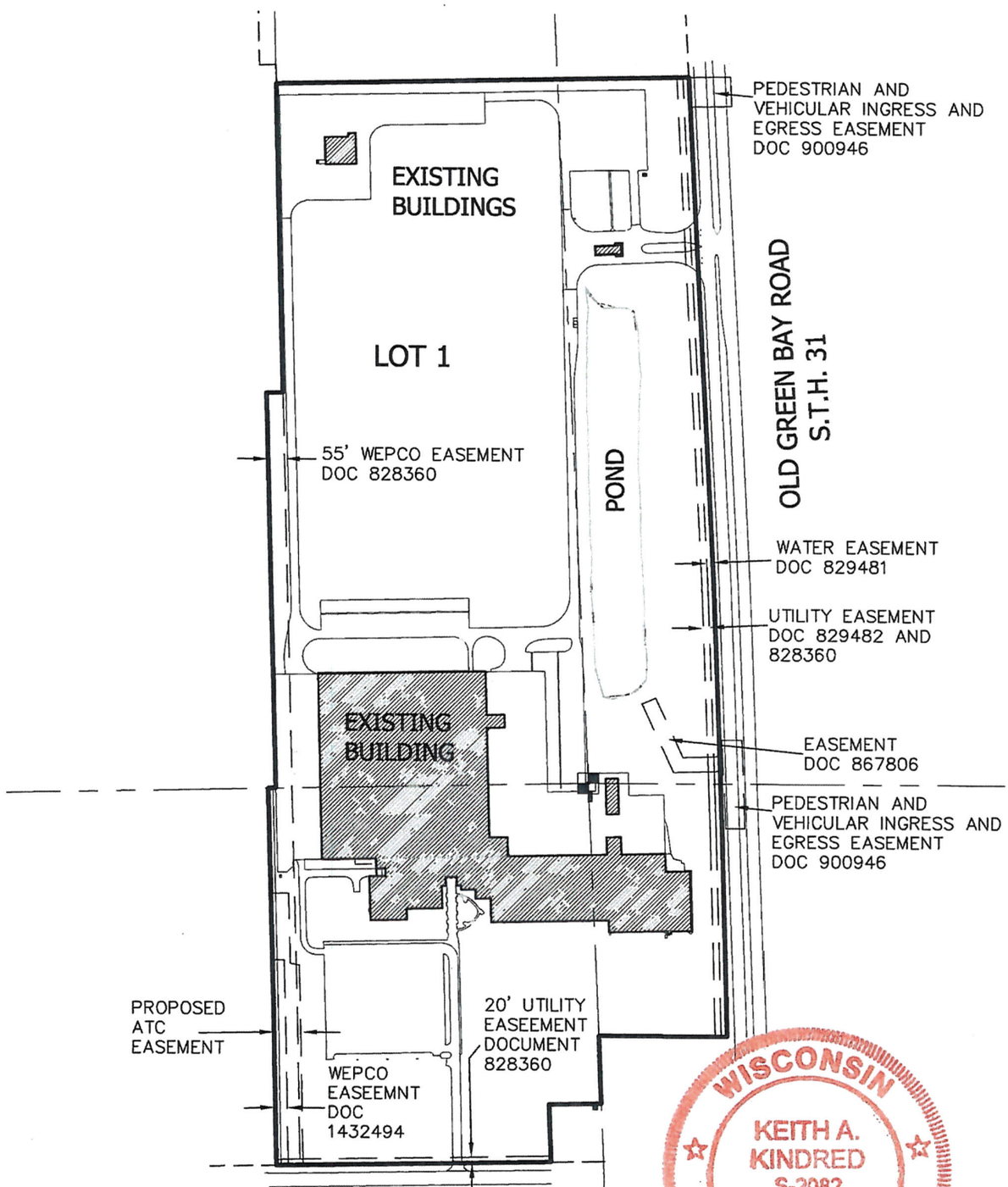
PROJECT NO. 16076 THIS INSTRUMENT DRAFTED BY KEITH A. KINDRED, RLS

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF PARCEL 10, CSM 1291 A PART OF PARCEL 11, CSM 1291 AND A PART OF PARCEL 9, CSM 1292 AND LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 16, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, THE NW 1/4 OF THE NW 1/4 OF SECTION 22 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 21 ALL LOCATED IN T.01N., R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

EASEMENT DETAL SHEET

NOTE:
EASEMENTS BASED ON COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED AUGUST 20, 2012 AND ALTA/ACSM LAND TITLE SURVEY PREPARED BY SPACECO INC.



WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
12-19-12
LAND SURVEYOR

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF PARCEL 10, CSM 1291 A PART OF PARCEL 11, CSM 1291 AND A PART OF PARCEL 9, CSM 1292 AND LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 16, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, THE NW 1/4 OF THE NW 1/4 OF SECTION 22 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 21 ALL LOCATED IN T.01N., R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor hereby certify;

That I have surveyed, combined and mapped all that being....

That I have made such suAll of Parcel 10, CSM #1291 a part of Parcel 11, CSM #1291 and a part of Parcel 9, CSM #1292 and located in the NE 1/4 and SE 1/4 of the SE 1/4 of Section 16, the NW 1/4 and SW1/4 of the SW 1/4 of Section 15, the NW 1/4 of the NW 1/4 of Section 22 and the NE 1/4 of the NE 1/4 of Section 21 all in Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin. More fully described as:

Commencing at the Southwest corner of Section 15; thence North 89°59'33" East along the South line of the SW 1/4 of said Section 15 a distance of 445.43 feet to the West right-of-way of S.T.H. 31 and point of beginning of the herein after described lands; thence South 01°51'49" East along said West right-of-way line 158.57 feet; thence South 01°11'20" East continuing along said West right-of-way line 699.58 feet; thence North 89°54'55" West, 431.31 feet; thence South 02°15'25" East, 231.30 feet; thence South 88°56'21" West, 175.98 feet; thence South 02°15'25" East, 197.48 feet to a point on the North right-of-way line of 95th street; thence South 88°56'21" West along said North right-of-way line 925.28 feet; thence North 01°11'20" West, 1,282.16 feet; thence North 88°42'31" East, 25.00 feet; thence North 01°11'20" West, 1,338.57 feet; thence North 88°36'37" East, 55.00 feet; thence North 01°11'20" West; 1,049.82 feet to the Northwest corner of Parcel 10, CSM 1291; thence North 88°42'31" East, 1,387.86 feet to the Northeast corner of said Parcel 10; thence South 02°45'01" East along the West right-of-way line of STH 31 a distance of 1,703.30 feet; thence South 01°51'49" East continuing along said West right-of-way 50.66 feet; thence South 01°52'34" East continuing along said West right-of-way line 645.31 feet to the point of beginning.

Said lands contain 5,205,769 sq ft 119.508 acres.

That I have made such survey, land combination and Certified Survey Map by the direction of Meijer Distribution, Inc, owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Pleasant Prairie in surveying, dividing and mapping the same.

Dated this 19th day of December, 2012.

Keith A. Kindred, RLS S-2082

WISCONSIN KEITH A. KINDRED S-2082 HARTLAND, WI LAND SURVEYOR

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF PARCEL 10, CSM 1291 A PART OF PARCEL 11, CSM 1291 AND A PART OF PARCEL 9, CSM 1292 AND LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 16, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, THE NW 1/4 OF THE NW 1/4 OF SECTION 22 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 21 ALL LOCATED IN T.01N., R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Meijer Distribution, Inc. a corporation duly organized and existing under and by virtue of the laws of the State of _____, as owner, does hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, combined, mapped and dedicated as represented on this Certified Survey Map.

Meijer Distribution, Inc does further certify that this Certified Survey Map is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

1) Village of Pleasant Prairie

IN WITNESS WHEREOF, said Meijer Distribution, Inc. has caused these presents to be signed by _____, its _____, at _____, _____, and its corporate seal to be hereunto affixed on this _____ day of _____,20__.

_____

_____, _____

STATE OF MICHIGAN)

) ss.

COUNTY OF KENT)

The foregoing instrument was acknowledged before me this __ day of _____, 201_, by _____, the _____, of Meijer Distribution, Inc., a Michigan corporation, for and on behalf of said corporation,

_____

Notary Public, State of Michigan, County of _____

My Commission Expires: _____

acting in the County of Kent

WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
12-19-12
LAND SURVEYOR

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF PARCEL 10, CSM 1291 A PART OF PARCEL 11, CSM 1291 AND A PART OF PARCEL 9, CSM 1292 AND LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 16, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, THE NW 1/4 OF THE NW 1/4 OF SECTION 22 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 21 ALL LOCATED IN T.01N., R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Village of Pleasant Prairie, Ohiocubco, Inc, owner, is hereby approved by the Village Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed_____

John Steinbrink, Village President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Pleasant Prairie.

Date: _____ Signed_____

Jane Romanowski, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Pleasant Prairie, Ohiocubco, Inc, owner, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed_____

Thomas W. Terwall, Chairperson

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Pleasant Prairie.

Date: _____ Signed_____

Donald Hackbarth, Plan Commission Secretary

WISCONSIN
KEITH A. KINDRED
S-2082
HARTLAND, WI
12-19-12
LAND SURVEYOR

Consider **Land Transfer Ord. #2** for the request of Louis Rosen, owner, for 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) pursuant to the 1997 Settlement and Cooperation Agreement and Supplemental First Amendment between Pleasant Prairie and Bristol.

Recommendations:

Plan Commission recommended at their January 14, 2013 meeting that the Village Board approve the **Land Transfer Ord. #2** as presented.

VILLAGE STAFF REPORT OF JANUARY 21, 2013

Consider **Land Transfer Ord. #2** for the request of Louis Rosen, owner, for 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) pursuant to the 1997 Settlement and Cooperation Agreement and Supplemental First Amendment between Pleasant Prairie and Bristol.

In accordance with the 1997 Settlement and Cooperation Agreement by and between the Village of Pleasant Prairie, the Pleasant Prairie Water Utility, the Pleasant Prairie Sewer Utility District D, the Pleasant Prairie Sewer Utility District No. 1, the Pleasant Prairie Sewer Utility District F, the Town of Bristol, the Town of Bristol Utility District No. 3, the Town of Bristol Utility District No. 5 and the Town of Bristol Water Utility District including the First Amendment ("the 1997 Agreement") there are two (2) options to transfer of land into Pleasant Prairie.

Option 1 - A fully executed Petition for Direct Annexation by Unanimous Approval pursuant to Section 66.0217(2) [formerly 66.023(7)(b)] of the Wisconsin Statutes.

Option 2 – Alternate Procedure for Transfer of Land to Village as outlined in the referenced Agreement. Option 2 requires a pre-petition conference with Village officials, the submission of a petition to the Village, service within five (5) days by certified mail by the Village upon other affected government entities, and a 35 day "waiting period" before the Village Board may adopt an ordinance by a two-thirds vote of its elected members, accepting the transfer of land from Bristol to Pleasant Prairie.

On November 16, 2012, the Village received land transfer petitions from Louis Rosen, owner of approximately 9 acres of land generally located south of 104th Street and west of 120th Avenue (West Frontage Road). The property owners requested that a Land Transfer be approved to transfer said lands into the Village of Pleasant Prairie from the Village of Bristol (f/k/a Town of Bristol) pursuant to the 1997 Agreement and the First Amendment to the Agreement, as legally described and shown within the Land Transfer Ordinance #2 as ***attached.*** These parcels (Tax Parcel Numbers 37-4-121-254-0400 and 37-4-121-254-0405) are located in the Village Growth Area and completes the outer most limits of the Village Growth Area along the southern boundary.

On November 21, 2012 the Village Clerk sent to all affected government entities-- a copy of the Rosen's petition. The Village Board will consider adoption of Land Transfer Ordinance #2 on January 21, 2013, which is after the 35-day required "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 a future date the Village will hold the required public hearing to amend the Village Comprehensive Plan and to rezone the properties into the appropriate Village Zoning designations. These properties are not located within Tax Increment District (TID) #2 but the land to the north is located with TID #2.

<u>On January 14, 2013, the Plan Commission recommended that Land Transfer Ord. #2 be approved as presented.</u>

LAND TRANSFER ORDINANCE #2

ORDINANCE TO TRANSFER LAND TO THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

The Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do ordain as follows:

SECTION 1. Land Transferred. In accordance with Section 1.(o) the Alternate Procedure for Transfer of Land to Village under the 1997 Settlement and Cooperation Agreement by and between the Village of Pleasant Prairie, the Pleasant Prairie Water Utility, the Pleasant Prairie Sewer Utility District D, the Pleasant Prairie Sewer Utility District No. 1, the Pleasant Prairie Sewer Utility District F, the Town of Bristol, the Town of Bristol Utility District No. 3, the Town of Bristol Utility District No. 5 and the Town of Bristol Water Utility District (the "1997 Settlement and Cooperation Agreement"), including the 1st Amendment to the 1997 Settlement and Cooperative Agreement and the petition for a land transfer filed with the Village Clerk on the 16th day of November, 2012, by the owner of the land, Louis Rosen dated November 16, 2012, the following territory shown and described in the attached ***Exhibit A*** in the Village of Bristol (f/k/a Town of Bristol), Kenosha County, Wisconsin, is hereby transferred into the Village of Pleasant Prairie, Kenosha County, Wisconsin:

SECTION 2. Effect of Land Transfer. From, and immediately upon adoption of this ordinance the territory described in Section 1 shall be a part of the Village of Pleasant Prairie for any and all purposes provided by law and all properties within such territory shall be subject to all ordinances, rules and regulations governing the Village of Pleasant Prairie.

SECTION 3. Severability. If any provision of this ordinance is determined to be invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 4. Effective Date. This ordinance shall take effect upon passage as provided by law.

_____
John P. Steinbrink
Village President

Attest:

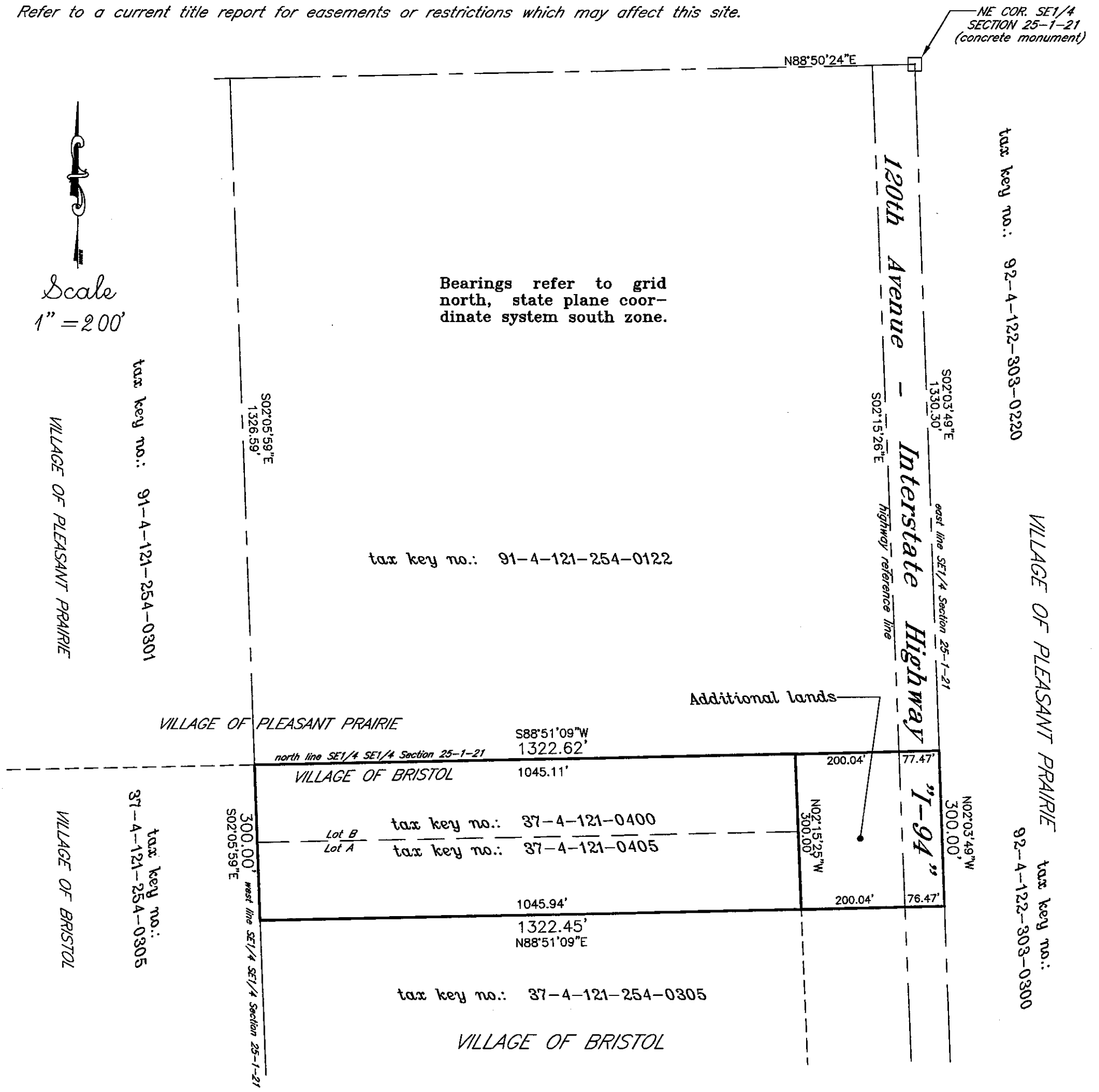
_____
Jane M. Romanowski
Village Clerk

Date and Time Adopted: January 21, 2013 at _____ p.m.

land transfer ord no 2 rosen.doc

Exhibit A

Refer to a current title report for easements or restrictions which may affect this site.



LEGAL DESCRIPTION FOR PROPOSED LAND TRANSFER FROM VILLAGE OF BRISTOL TO VILLAGE OF PLEASANT PRAIRIE: Lots A and B of Certified Survey Map No. 603, a plat of record; lots known as Tax Key No: 37-4-121-254-0405-Lot A and Tax Key No: 37-4-121-254-0400-Lot B and also including additional lands adjacent to the east; being more particularly described as: Commencing at the northeast corner of the Southeast Quarter of Section 25, Town 1 North, Range 21 East of the Fourth Principal Meridian; thence S02°03'49"E along the east line of said quarter section 1330.30 feet to the north line of the southeast quarter of said quarter section and the point of beginning; thence S88°51'09"W along said north line 1322.62 feet to the west line of said quarter quarter section; thence S02°05'59"E along said west line 300.00 feet; thence N88°51'09"E parallel to aforesaid north line of said quarter quarter section 1322.45 feet to the east line of said quarter section; thence N02°03'49"W along said east line 300.00 feet to the point of beginning; containing 396,680 square feet; 9.10 acres, more or less; lying and being in part of the Southeast Quarter of Section 25, Town 1 North, Range 21 East of the Fourth Principal Meridian and lying and being in the Village of Bristol, Kenosha County, Wisconsin.

J.K.R. SURVEYING, INC.
8121 22ND AVENUE
KENOSHA, WI 53143

WISCONSIN JEFFREY K. RAMPART 2141 KENOSHA, WI LAND SURVEYOR

I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.

Reg. Land Surveyor

October 11, 2012
Revised 11/16/12
Revised 11/19/12
Revised 1/14/13

Plat of Survey for Proposed Land Transfer of

LOTS A & B OF

CERTIFIED SURVEY MAP NO. 603

in SE1/4 Section 25-1-21

VILLAGE OF BRISTOL
KENOSHA COUNTY, WIS.

-for-
Lou Rosen

November 16, 2012

Ms. Jane M. Romanowski
Village Clerk
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

RE: Petition for Land Transfer into the Village of Pleasant Prairie

Dear Ms. Romanowski:

Pursuant to Section 1(o), entitled Alternate Procedure For Transfer Of Land To Village, Section (1) of the:

1997 SETTLEMENT AND COOPERATION AGREEMENT
BY AND BETWEEN
THE VILLAGE OF PLEASANT PRAIRIE,
THE PLEASANT PRAIRIE WATER UTILITY,
THE PLEASANT PRAIRIE SEWER UTILITY DISTRICT "D",
THE PLEASANT PRAIRIE SEWER UTILITY DISTRICT NO. "1"
AND THE PLEASANT PRAIRIE SEWER UTILITY DISTRICT "F"
AND
THE TOWN OF BRISTOL,
THE TOWN OF BRISTOL UTILITY DISTRICT NO. 3,
THE TOWN OF BRISTOL UTILITY DISTRICT NO. 5
AND THE TOWN OF BRISTOL WATER UTILITY DISTRICT

(hereinafter referred to as the "Agreement"),

I am requesting that the following two (2) parcels of land that I own, which are located within the Village Growth Area, be transferred from the Village of Bristol (f/k/a the Town of Bristol) to the Village of Pleasant Prairie.

- Tax Parcel Number 37-4-121-254-0400
- Tax Parcel Number 37-4-121-254-0405

Furthermore, pursuant to the requirements of the Agreement the following is stated:

- The current population of the lands to be transferred is zero (0).

- Legal Description of the land to be transferred to the Village of Pleasant Prairie (all lands to be transferred are owned by the petitioner):

  - **Tax Parcel Number 37-4-121-254-0400** – Lot B of Certified Survey Map #603, located in a part of the Southeast Quarter of Section 25, Township 1 North, Range 21 East of the Fourth Principal Meridian, located in the Village of Bristol, County of Kenosha, State of Wisconsin.

- **Tax Parcel Number 37-4-121-254-0405** - Lot A of Certified Survey Map #603, located in a part of the Southeast Quarter of Section 25, Township 1 North, Range 21 East of the Fourth Principal Meridian, located in the Village of Bristol, County of Kenosha, State of Wisconsin.

  For a complete legal description of the property to be transferred into the Village of Pleasant Prairie, refer to attached Plat of Survey for Land Transfer (the "Survey"), completed by Jeffrey K Rampart of J.K.R. Surveying, Inc., dated October 11, 2012.

- A Scaled Map of the land to be transferred to the Village of Pleasant Prairie – Refer to the attached Survey.

- Village Growth Area Map – Exhibit "A" in the Agreement (Attached)

- Address of the Petitioner:

  Louis Rosen
  99 North Avenue
  Antioch, IL 60002

- Additional Lands:

  Included in this Petition for land transfer are the "Additional Lands" which included the abutting 120th Avenue (West Frontage Road) and I-94 highway rights-of-way. (Refer to the attached Survey)

Thank you for your assistance.

Sincerely,

Louis Rosen (Owner)

ACKNOWLEDGMENT
STATE OF WISCONSIN)
SS
KENOSHA COUNTY)

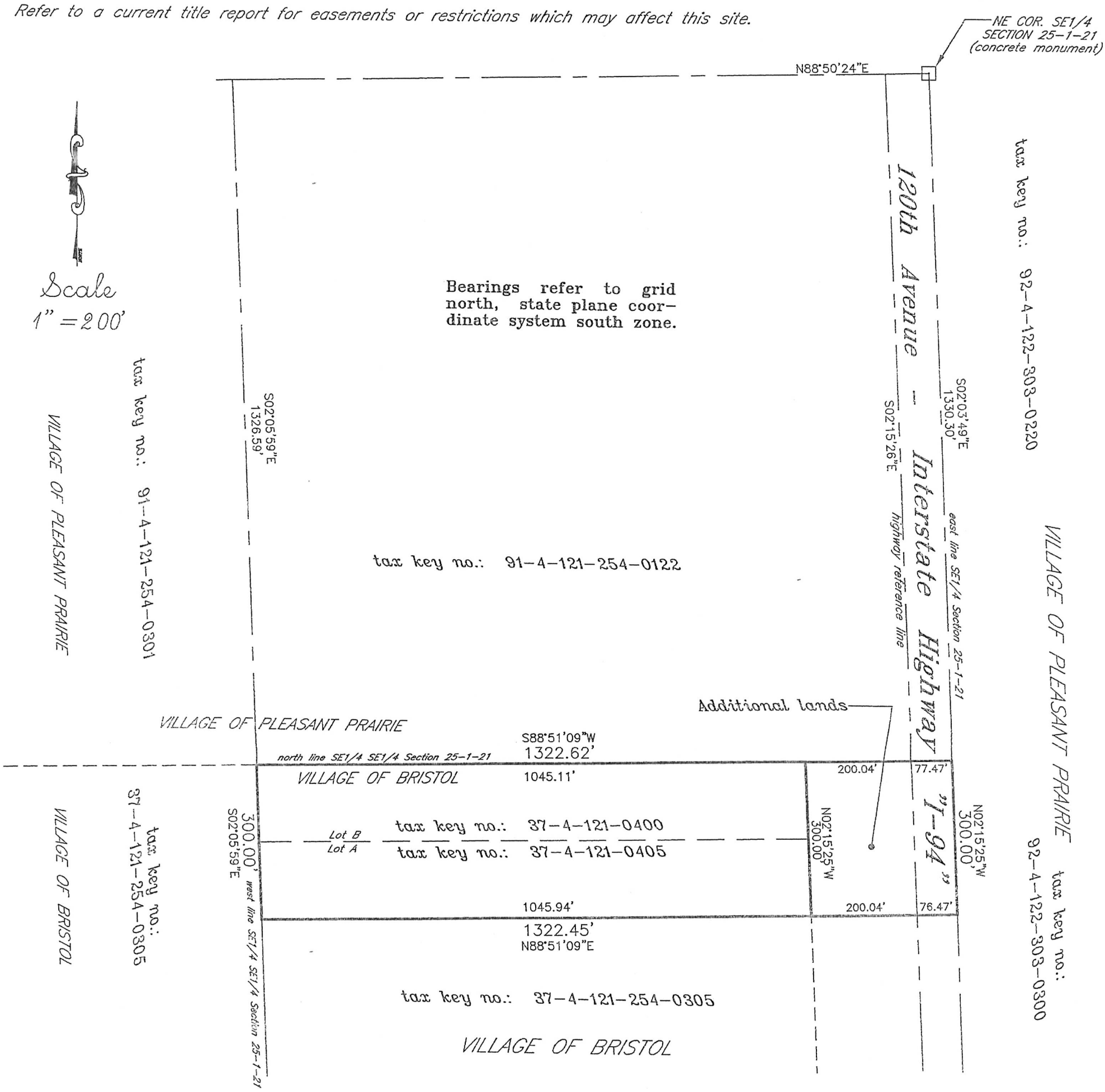
This instrument was acknowledged before me in Pleasant Prairie, Wisconsin, on this 16th day of November, 2012 by

Vesna Savic

Print Name: Vesna Savic
Notary Public, Kenosha County, WI
My Commission Expires: 11-9-2014

VESNA SAVIC
NOTARY PUBLIC
STATE OF WISCONSIN

Refer to a current title report for easements or restrictions which may affect this site.



LEGAL DESCRIPTION FOR PROPOSED LAND TRANSFER FROM VILLAGE OF BRISTOL TO VILLAGE OF PLEASANT PRAIRIE: Lots A and B of Certified Survey Map No. 603, a plat of record; lots known as Tax Key No: 37-4-121-254-0405-Lot A and Tax Key No: 37-4-121-254-0400-Lot B and also including additional lands adjacent to the east; being more particularly described as: Commencing at the northeast corner of the Southeast Quarter of Section 25, Town 1 North, Range 21 East of the Fourth Principal Meridian; thence S02°03'49"E along the east line of said quarter section 1330.30 feet to the north line of the southeast quarter of said quarter section and the point of beginning; thence S88°51'09"W along said north line 1322.62 feet to the west line of said quarter quarter section; thence S02°05'59"E along said west line 300.00 feet; thence N88°51'09"E parallel to aforesaid north line of said quarter quarter section 1322.45 feet to the east line of said quarter section; thence N02°03'49"W along said east line 300.00 feet to the point of beginning; containing 396,680 square feet; 9.10 acres, more or less; lying and being in part of the Southeast Quarter of Section 25, Town 1 North, Range 21 East of the Fourth Principal Meridian and lying and being in the Village of Bristol, Kenosha County, Wisconsin.

J.K.R. SURVEYING, INC.
8121 22ND AVENUE
KENOSHA, WI 53143

WISCONSIN
JEFFREY K. RAMPART
2141
KENOSHA, WI
LAND SURVEYOR

I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.

Reg. Land Surveyor
October 11, 2012
Revised 11/16/12
Revised 11/19/12

Plat of Survey for Proposed Land Transfer of

LOTS A & B OF

CERTIFIED SURVEY MAP NO. 603

in SE1/4 Section 25-1-21

VILLAGE OF BRISTOL
KENOSHA COUNTY, WIS.

-for-
Lou Rosen

Office of the Village Administrator
Michael R. Pollocoff

November 21, 2012

Erich Schmidtke
Department of Administration
Municipal Boundary Review
101 East Wilson Street, 9th Floor
Madison, WI 53703

RE: Petition for Land Transfer into the Village of Pleasant Prairie

Dear Mr. Schmidtke:

Enclosed for your review is a land transfer petition letter from Mr. Louis Rosen, owner of Tax Parcel Numbers 37-4-121-254-0400 and 37-4-121-254-0405, requesting the transfer of these parcels, along with the "Additional Lands" (see enclosed Survey), from the jurisdiction of the Village of Bristol (f/k/a Town of Bristol) and into the Village of Pleasant Prairie.

In 1997, the Village of Pleasant Prairie and the then-Town of Bristol (n/k/a the Village of Bristol) entered into a court-ordered Settlement and Cooperation Agreement (hereinafter referred to as the "Agreement"). In part, the Agreement provides mutual cooperation between the Village of Pleasant Prairie and the Village of Bristol for annexations, land transfers and other detachments of territory from Bristol to Pleasant Prairie, pursuant to the "Village Growth Area" as depicted and described in the Agreement. The "Village Growth Area" boundary is intended to establish the ultimate Bristol-Pleasant Prairie boundary. Both of the Rosen-owned parcels are located within the "Village Growth Area".

The Village has concluded that Mr. Rosen's land transfer petition letter, follows the procedures as set forth in Section 1(o)(1) of the Agreement, entitled *Alternate Procedure For Transfer Of Land To Village* (Pages 12-16). Furthermore, pursuant to Section 1(o)(3) of the Agreement, you have 35 days from the date of this letter to review and comment. After the 35 day period, the Village Board may adopt an ordinance, by a 2/3 vote, to accept the land transfer.

If you have any questions, please contact me or Tom Shircel, Assistant Village Administrator, at 262-925-6721. Thank you for your assistance.

Sincerely,

Michael R. Pollocoff
Village Administrator

Enc: Rosen land transfer petition letter
Survey (Scale Map), includes Legal Description
Portions of the Agreement

Rosen Petition Letter Sent to DOA 11-21-12

COPY

1997 SETTLEMENT AND COOPERATION AGREEMENT

BY AND BETWEEN

THE VILLAGE OF PLEASANT PRAIRIE ,

THE PLEASANT PRAIRIE WATER UTILITY,

THE PLEASANT PRAIRIE SEWER UTILITY DISTRICT "D",

THE PLEASANT PRAIRIE SEWER UTILITY DISTRICT NO. "1"

AND THE PLEASANT PRAIRIE SEWER UTILITY DISTRICT "F"

AND

THE TOWN OF BRISTOL,

THE TOWN OF BRISTOL UTILITY DISTRICT NO. 3,

THE TOWN OF BRISTOL UTILITY DISTRICT NO. 5

AND THE TOWN OF BRISTOL WATER UTILITY DISTRICT

(n) Statutory Annexation Procedures Continue To Be Available. Under both this Agreement and the Section 66.023 cooperative plan agreement contemplated by this Agreement, Section 66.021 of the Wisconsin Statutes and any other statutory annexation procedures which would otherwise be applicable from time to time in the absence of these agreements, shall at all times be and remain available to the Village and to owners of land situated within the Village Growth Area (except as provided in Section 66.023(7)(a) of the Wisconsin Statutes during the interval between the joint hearing under Section 66.023(4)(b) and the decision of the Wisconsin Department of Commerce on the cooperative plan, or the withdrawal of the Village or the Town from the cooperative plan, whichever occurs first) for the purpose of annexing land into the Village from within the Village Growth Area. The Village and the Town hereby expressly agree that since Section 66.021 and any other statutory annexation procedures that would otherwise be applicable from time to time in the absence of these agreements are incorporated by reference, with respect to land situated within the Village Growth Area, Section 66.023(7)(b) of the Wisconsin Statutes was intended to allow and should be interpreted to allow use of such procedures with respect to the annexation of land into the Village from within the Village Growth Area.

(o) Alternate Procedure For Transfer Of Land To Village. The transfer of lands from the Town to the Village from within the Village Growth Area may be accomplished by owners of land in such area and the Village in accordance with the following alternative

procedure, in addition to any applicable statutory annexation procedure such as Section 66.021 of the Wisconsin Statutes:

(1) The owner(s) of land lying within the Village Growth Area, who wish to have their land transferred to the Village from the Town, may file with the Village Clerk a written petition for the transfer of such land from the Town to the Village, after first requesting and participating in a pre-petition conference with appropriate Village officials regarding the proposed transfer. The petitioner(s) shall sign the petition and acknowledge their signatures in the presence of a notary public. Contained in or attached to the petition shall be a statement regarding the current population of the land to be transferred and the number of electors residing on any land not owned by the petitioners, the legal description of the land to be transferred to the Village, the legal description of the land owned by the petitioner(s) within the territory to be transferred, and a scale map of the land to be transferred, showing its relationship to the existing boundaries of the Village and the Town and to the boundaries of the Village Growth Area, and also showing the land owned by the petitioner(s). The petition shall also state the post office address of each of the petitioners and the name(s) and post office address(es) of the owner(s) of any land within the territory to be transferred which is not owned by the petitioner(s). Petitioning landowners may include in the petition land owned by non-signatory owners (which are hereinafter referred to as "Additional Lands") only if such Additional Lands are public streets, highways or other public ways,

or the bed of navigable water, or if inclusion of such Additional Lands is necessary, in the reasonable judgment of the Village, to provide cost-effective sewer, water or other utility service or appropriate public and/or emergency access to the land of the owner(s) seeking transfer to the Village, or if inclusion of such Additional Lands is necessary, in the reasonable judgment of the Village, to satisfy the objections of any court of competent jurisdiction to any transfer of territory pursuant to subparagraph 1(o) of this Agreement, provided that the petitioner(s) own at least 50% of the land to be transferred or that the assessed value of the real property owned by the petitioner(s) and subject to the petition constitutes at least 50% of the assessed value of the real property to be transferred, not counting public streets, highways or other public ways or the bed of navigable waters, and further provided that no electors reside on such Additional Lands. Additional Lands included in a petition for transfer of territory need not follow property lines, but no part of a parcel five acres or less in size which is improved with a dwelling and used for residential purposes shall be included. It is hereby understood and agreed that the Village will confer with the petitioning landowner(s) about the necessity of including Additional Lands in the petition, and the fact that such a conference has occurred shall not be deemed to be grounds to invalidate the transfer or to subject it to special scrutiny.

(2) The Village shall mail, by certified mail return receipt requested, a copy of the petition, the legal

description and the scale map within five (5) business days of its receipt by the Village, to each of the following: the Town Clerk, the clerk of each school district affected, each owner of land involved in the proposed transfer who has not signed the petition, and the Wisconsin Department of Commerce (or any other department or official of the State government to which the statutory duty of reviewing annexations may be delegated from time to time).

(3) After thirty-five (35) days from the date of mailing of a copy of the petition, legal description and scale map to the Town Clerk, the clerk of each affected school district, each owner of land involved in the proposed transfer of land who has not signed the petition, and the Wisconsin Department of Commerce, and after reviewing any comments received from the Department of Commerce, the Village Board may adopt an ordinance, by a two-thirds vote of its elected members, accepting the transfer of land from the Town to the Village. The transfer shall be effective upon the adoption of the ordinance accepting the transfer of land, and the Village Clerk shall immediately comply with the requirements of Section 66.021(8) of the Wisconsin Statutes with respect to such transfer.

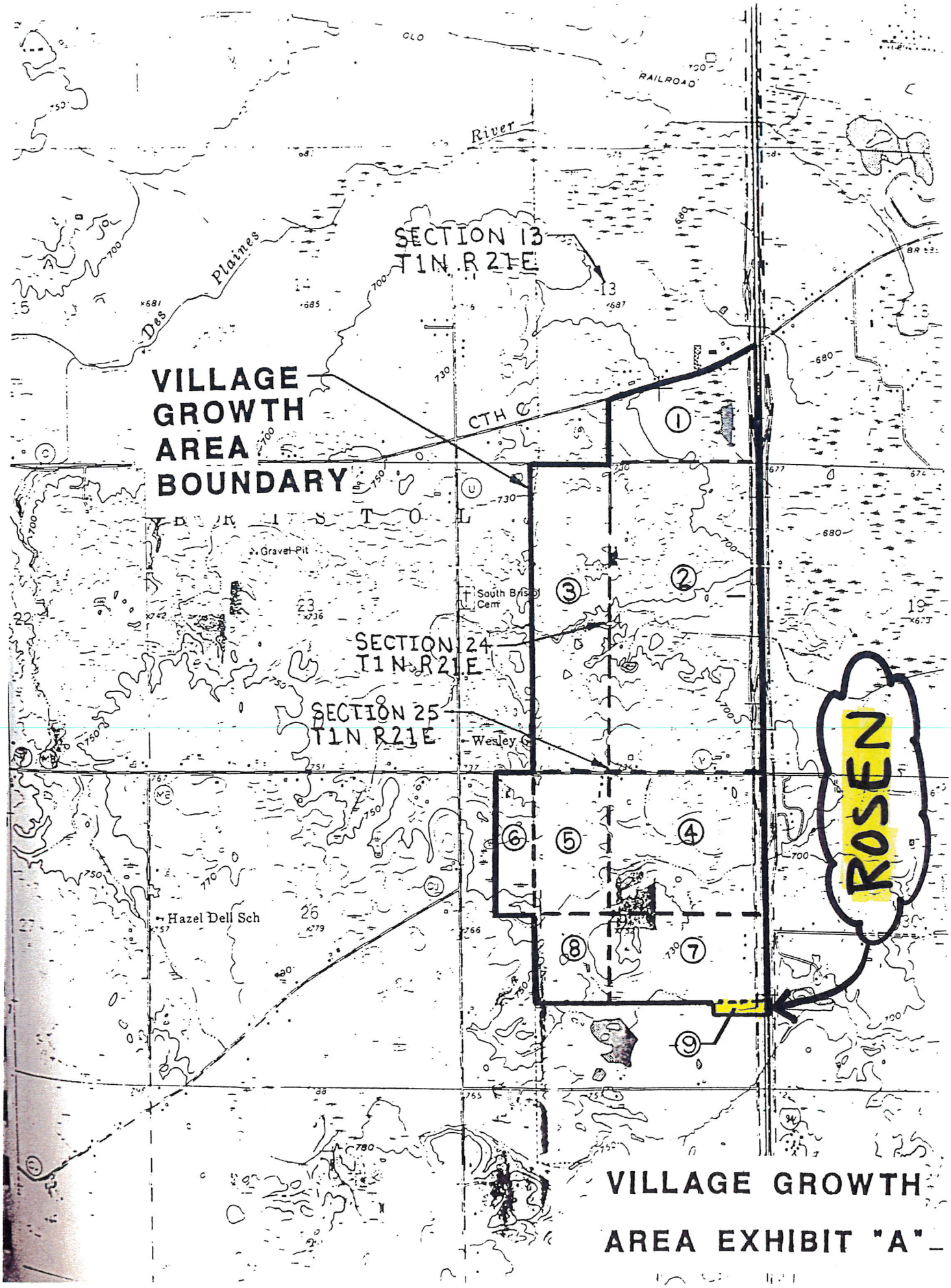
(4) The transfer to the Village of land from within the Village Growth Area pursuant to this subparagraph 1(o) which is temporarily not contiguous to the existing Village boundaries, or which creates a temporary town island, or which temporarily creates an irregular or crazy-quilt boundary, shall not be deemed to be

grounds to invalidate such transfer or to subject it to special scrutiny; provided, however, that in the event the Village accepts a temporarily noncontiguous transfer, or a transfer which temporarily creates a town island, or a transfer which temporarily creates an irregular or crazy-quilt boundary, the Village and the Town shall cooperate with one another in fixing a reasonable boundary within which the Village will provide fire, rescue and police services so as to avoid possible confusion in the provision of such emergency services.

(5) Any words used in this subparagraph 1(o) which are defined in Section 66.021 of the Wisconsin Statutes shall be interpreted in accordance with such definitions.

(p) Possible Future Boundary Amendments. Notwithstanding any references in this Agreement to a "permanent" boundary between the Village and the Town, nothing in this Agreement, nor in the contemplated stipulated orders/judgments, nor in the Section 66.023 cooperative plan agreement contemplated by this Agreement, shall prevent or be interpreted as preventing any future agreement between the Village and the Town, pursuant to any applicable statutory authority or by amendment of this Agreement or of the contemplated Section 66.023 cooperative plan agreement, to change or to provide for a change of the Village-Town boundary.

(q) Consents For Tax Incremental Finance Districts. With respect to portions of the Village Growth Area that have been



VILLAGE GROWTH AREA EXHIBIT "A"

COPY

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY

TOWN OF BRISTOL,

Plaintiff,

v.

VILLAGE OF PLEASANT PRAIRIE,

Defendant.

FILED MAR 13 1998 CLERK OF CIRCUIT COURT

Case No. 95-CV-642

ORDER AND FINAL JUDGMENT DISMISSING ANNEXATION ACTIONS AND FIXING COMMON BOUNDARY

The Town of Bristol and the Village of Pleasant Prairie, by their attorneys, having filed with the Court a stipulation pursuant to Section 66.027 of the Wisconsin Statutes (the "Section 66.027 Stipulation") compromising and settling these four consolidated annexation actions (formerly referred to as Case Nos. 95-CV-642, 95-CV-760, 95-CV-761 and 95-CV-1133), determining the ultimate common boundary line between the Town of Bristol and the Village of Pleasant Prairie and the circumstances under which and the procedures by which territory may be annexed or otherwise transferred from the Town of Bristol to the Village of Pleasant Prairie until November 10, 2027, at which time the ultimate boundary shall be automatically fixed if it has not already been achieved by means of such annexations or other transfers of territory; and the Court having conducted a hearing on the Section 66.027 Stipulation on March 13, 1998; and the Town of Bristol having appeared by William F. White of Michael, Best & Friedrich LLP and the Village of Pleasant Prairie having appeared

by James H. Baxter III of Quarles & Brady; and it appearing by stipulation of counsel that the Section 66.027 Stipulation was properly published in the Kenosha News on January 26, 1998 and that 30 days have elapsed without the receipt by the Clerk of the Town of Bristol of a qualified referendum request;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The above recitals are incorporated into this Order and Final Judgment and made a part hereof.

2. The Section 66.027 Stipulation of the parties is approved by the Court and its terms are hereby incorporated by reference as part of this Order and Final Judgment.

3. These four consolidated annexation actions are hereby dismissed with prejudice and without costs to either party.

Dated this 13 day of March, 1998.

BY THE COURT:

Honorable Bruce E. Schroeder
Circuit Court Judge

ORDER

NOV 19 1997

Upon the foregoing Stipulation, IT IS HEREBY ORDERED:

1. That these four annexation actions are consolidated for purposes of a single integrated settlement pursuant to Wis. Stats. § 66.027 and appropriate provisions of Wisconsin Civil Procedure.

2. Case No. 95-CV-642 ("Howe Annexation") shall be the lead case in this consolidated action, and all documents relating to this consolidated action may be filed and served under the caption of said case.

Dated this 19 day of November, 1997, as to Case No. 95-CV-642.

BY THE COURT:

/s/ Bruce E. Schroeder

Hon. Bruce E. Schroeder
Circuit Court Judge

Dated this 21st day of November, 1997, as to Case No. 95-CV-760.

CIRCUIT COURT KENOSHA CO. WISCONSIN

BY THE COURT:

Barbara A. Kluka

Hon. Barbara A. Kluka
Circuit Court Judge

Dated this 21 day of November, 1997, as to Case No. 95-CV-761 and Case No. 95-CV-1133.

BY THE COURT:

Hon. David M. Bastianelli
Circuit Court Judge

e:\xf\client\18416\0025\kzr2662.w52|

QBMKE\4079524.1

WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
MIKE HUEBSCH
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: http://doa.wi.gov/municipalboundaryreview/

January 11, 2013

PETITION FILE NO. 13649

JANE M. ROMANOWSKI, CLERK
VILLAGE OF PLEASANT PRAIRIE
9915 39TH AVE
PLEASANT PR, WI 53158

AMY KLEMKO, CLERK
VILLAGE OF BRISTOL
PO BOX 187
BRISTOL, WI 53104

Subject: VILLAGE OF PLEASANT PRAIRIE ATTACHMENT - Rosen

As a condition of the 1997 SETTLEMENT AND COOPERATION AGREEMENT BY AND BETWEEN THE VILLAGE OF PLEASANT PRAIRIEAND THE TOWN OF BRISTOL, and subsequent amendments to this agreement (hereafter referred to as "The Agreement"), the Department has reviewed the proposed attachment petition submitted by Mr. Rosen. Our comments are as follows:

-The petition appears to comply with the requirements outlined in section 1(o) of the Agreement, which is titled "Alternate Procedure for Transfer of Land to Village". This petition is for property that is located just within the Village Growth Area Boundary's southern edge. The Village Growth Area is an area along Pleasant Prairie's western boundary that both communities agree Pleasant Prairie may gradually expand into. The area is shown as Exhibit A of the Agreement.

-The proposed attachment is for territory that is reasonably shaped and contiguous to the Village of Pleasant Prairie.

-The legal description of the proposed attachment complies with the requirements of s. 66.0217(1(c), Wis. Stats.

-The scale map of the proposed transfer complies with the requirements of s. 66.0217(1)(g), Wis. Stats.; however, it appears that the bearing of the east boundary line of the parcel being attached as shown on the map must be changed to N 02° 03' 49" W to agree with the legal description.

The Department reminds clerks of annexing [attaching] municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has [attached territory] shall file immediately with the secretary of state a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is [attached]. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Secretary of State. Please file a copy of your attaching ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13649**
The address of the Office of the Secretary of State is:

Annexations and Railroads
Division of Government Records
Office of the Secretary of State
PO Box 7848
Madison WI 53707-7848

Please call me at (608) 264-6102, should you have any questions concerning this review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

Office of the Interim IT Director
Thomas Shircel

MEMORANDUM

TO: Village Board

FROM: Thomas Shircel, Interim IT Director

DATE: January 21, 2013

SUBJECT: Consider Agreement between Tyler Technologies, Inc. and the Village of Pleasant Prairie

---

In order to improve the efficiency of the Finance and Human Resource Departments, the Village issued a Request for Proposal (RFP) on April 3, 2012 for the purpose of acquiring a Finance, Payroll, HR and Utility Billing software. In response to the RFP, Tyler Technologies, Inc. ("Tyler") submitted a proposal to the Village dated April 25, 2012. After evaluation of all software vendors, in November 2012 the Village IT, HR and Finance staff selected Tyler as the preferred software vendor for furnishing, delivering, installing, and implementing the specified software.

The Village Board approved through the 2013 operating and 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 (with optional software and service) totals $328,695, which is under budget by $27,575.

> **Capital** - $205,639 - Software licenses, implementation, and travel associated with implementation
>
> **Operating** - $150,631 – Training, data conversion and travel expenses associated with training and data conversion

Attached is the Agreement between Tyler and the Village which details the provision of Tyler products and services (e.g. consulting, training, data conversion, etc.) and the Village's payment for those services as set forth in the Agreement.

Implementation will start next month with the Finance systems, including general ledger, AP, purchasing, cash receipting, fixed asset, budgeting, etc., followed by payroll and HR later in 2013. The utility billing software will be implemented in 2014.

RECOMMENDATION

The Village Attorney, HR Director, Finance Director, and the Village IT implementation lead have reviewed the Agreement and in their collective opinion, the Agreement is in order. As the Interim IT Director, I recommend that the Village Board approve the Tyler Agreement as submitted.

AGREEMENT

This agreement ("Agreement") is made this _____ day of _____ 2013 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Cole Haan Drive, Yarmouth, Maine 04096 ("Tyler") and Village of Pleasant Prairie, with offices at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 ("Client").

WHEREAS Client issued a Request for Proposal on April 3, 2012 for the purpose of acquiring a Finance, Payroll, HR and Utility Billing System (the "System");

WHEREAS Tyler responded to Client's Request for Proposal with a Proposal dated April 25, 2012;

WHEREAS Client, in November 2012, awarded Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.

b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.

c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.

d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.

e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.

f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.

g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.

h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source

code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently $756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.
i) Client is acquiring Tyler Content Manager SE, which license is restricted for use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Verification of the Tyler Software Products.
Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):
a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or
b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.
c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A(4).
d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. Intellectual Property Infringement Indemnification.
a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

i. Promptly notifies Tyler in writing of any such claim;
ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

(a) Procure for Client the right to continue using the infringing Tyler Software Products;
(b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or
(c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.

ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Software fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.

a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.
b) Verification in accordance with Section A(3)(a) will be billable to Client at the rate for Training services set forth in the Investment Summary.
c) Payment is due within thirty (30) calendar days of invoice receipt.

d) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars ($5) are not available.

3. Additional Services.
a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.
b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

3. Payment.
a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.
b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.
c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:
a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.
a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of System Software.
a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.
a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.
a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.
a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within thirty (30) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.
b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
Force Majeure will not be allowed unless:
a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.
Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative

process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.
a) Tyler shall defend, indemnify and hold harmless Client and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
b) Client shall defend, indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Each party will notify the other within thirty (30) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of receipt of that written notice, the following procedure will apply:
a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction, as defined in Article 8, below.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein. The failure to comply with the 30-day notice requirement shall affect a party's liability only to the extent the delay in providing notice materially affected the other party's ability to mitigate damages.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Wisconsin. Exclusive jurisdiction and venue for all legal proceedings arising out of or relating to this

Agreement will be in Kenosha County, Wisconsin, even if another venue would be more convenient for any party or witness.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing

(unless another verifiable medium is expressly authorized) and will be deemed delivered when:
1) Actually received,
2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
3) Upon receipt by sender of proof of email delivery, or
4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.
Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc. 1 Cole Haan Drive Yarmouth, ME 04096	Village of Pleasant Prairie 8600 Green Bay Road Pleasant Prairie, WI 53158
Attention: Contracts Manager	Attention: Michael R. Pollocoff

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
a) Commercial general liability of at least $1,000,000;
b) Automobile liability of at least $1,000,000;
c) Professional liability of at least $1,000,000; and
d) Workers compensation complying with statutory requirements.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:
a) At the time of the disclosure is in the public domain;
b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
d) A party receives from a third party who has a right to disclose it to that party; or
e) Is required to be disclosed by applicable law, including, without limitation, any open meeting laws, open records laws, Freedom of Information Act requests, and any other federal, state or local statute, law, ordinance, rule or regulation; provided, however, that disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law. That good faith determination must be made only after a conference with the disclosing party about the nature of the underlying requested information. Nothing herein prevents the disclosing party from seeking a protective order or otherwise moving to protect the confidentiality of its confidential information to the fullest extent allowed under the applicable disclosure law(s).

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to

any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks. Because "Tyler Forms Processing" includes Adobe functionality, Client must execute the Adobe End User License Agreement attached at Exhibit 5.

28. Payment Terms.
a) Tyler shall invoice Client $25,391.25 upon the Effective Date. Such amount equals 25% of the Tyler software license fees.

b) Tyler shall invoice Client $55,532.50 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals 50% of the Tyler software license fees ($50,782.50) and 100% of the System Software license fees ($4,750.00).

c) Tyler shall invoice Client the Hardware fees of $1,650 upon delivery of such Hardware.

d) Tyler shall invoice Client $950 upon installation of the Tyler Software Products. Such sum equals 100% of the year 1 maintenance fee for Tyler Unlimited Client Access.

e) Tyler shall invoice the Project Planning Services fee of $4,000 upon delivery of the Implementation Planning document.

f) Tyler shall invoice Client $15,234.75 upon verification of the Tyler Software Products in accordance with Section A(3) ("Verification"). Such amount equals 15% of the Tyler software license fees. Unless Client notifies Tyler in writing that the Tyler Software Products have failed Verification, Verification will be deemed to have occurred ninety (90) days from the date Tyler makes the Tyler Software Products available to Client for downloading.

g) Tyler shall invoice Client the following amounts upon reaching the Target Live Date of each of the three phases of implementation. Those software licenses included in each phase are:

Phase I: Accounting/GL/BG/AP; Fixed Assets; Purchase Orders; Project & Grant Accounting; Requisitions; Accounts Receivable; Tyler Cashiering; Animal License; General Billing; GASB34 Report Writer; Tyler Content Manager SE; Tyler Forms Processing; Tyler Reporting Services; Munis Office; Role Tailored Dashboard
Phase II: Payroll w/ESS; HR Management; Applicant Tracking
Phase III: Utility Billing CIS; UB Interface; Citizen Self Service

(i) Tyler shall invoice Client $6,525 upon the Phase I Target Live Date, not to exceed January 1,

2014. Such amount equals 10% of the Phase I Tyler software license fees.

(ii) Tyler shall invoice Client $2,389.50 upon the Phase II Target Live Date, not to exceed January 1, 2014. Such amount equals 10% of the Phase II Tyler software license fees.

(iii) Tyler shall invoice Client $1,242.00 upon the Phase III Target Live Date, not to exceed December 1, 2014. Such amount equals 10% of the Phase III Tyler software license fees.

h) Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred.

i) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.

j) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto as Exhibit 4.

k) Payment is due within thirty (30) days of the invoice date.

l) The year 1 Tyler software maintenance fees of $20,894 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.

29. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies Inc. – Operating

30. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

31. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

32. Contract Documents. This Agreement includes the following exhibits:

Exhibit 1 – Investment Summary
Exhibit 2 – Verification Test
Exhibit 3 – Support Call Process
Exhibit 4 – Business Travel Policy
Exhibit 5 – Adobe End User License Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc. ERP and Schools Division	Village of Pleasant Prairie
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit 1

Investment Summary

Quoted By:	Alban Michaud
Date:	12/10/2012
Quote Expiration:	5/27/2013
Quote Name:	Pleasant Prairie-ERP-Munis
Quote Number:	2012-2383
Quote Description:	Final Pricing

Sales Quotation For

Village of Pleasant Prairie
8600 Green Bay Road
Pleasant Prairie, Wisconsin 53158
Phone (262) 925-6771
Fax: (262) 948-8998

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	$11,500.00	10 @ $1175	$11,750.00	$8,200.00	$31,450.00	$2,070.00
Fixed Assets	$4,400.00	2 @ $1175	$2,350.00	$2,000.00	$8,750.00	$792.00
Purchase Orders	$4,400.00	2 @ $1175	$2,350.00	$0.00	$6,750.00	$792.00
Project & Grant Accounting	$3,300.00	2 @ $1175	$2,350.00	$0.00	$5,650.00	$594.00
Requisitions	$2,750.00	2 @ $1175	$2,350.00	$0.00	$5,100.00	$495.00
Payroll/HR:						
Payroll w/ESS	$16,100.00	13 @ $1175	$15,275.00	$7,500.00	$38,875.00	$2,898.00
HR Management	$7,700.00	5 @ $1175	$5,875.00	$0.00	$13,575.00	$1,386.00
Applicant Tracking	$2,750.00	2 @ $1175	$2,350.00	$0.00	$5,100.00	$495.00
Revenue:						
Utility Billing CIS	$7,200.00	16 @ $1175	$18,800.00	$10,000.00	$36,000.00	$1,296.00
Accounts Receivable	$3,850.00	5 @ $1175	$5,875.00	$0.00	$9,725.00	$693.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Cashiering	$6,000.00	3 @ $1175	$3,525.00	$0.00	$9,525.00	$1,080.00
UB Interface	$2,750.00	2 @ $1175	$2,350.00	$0.00	$5,100.00	$495.00
Animal License	$1,650.00	2 @ $1175	$2,350.00	$0.00	$4,000.00	$413.00
General Billing	$1,650.00	2 @ $1175	$2,350.00	$0.00	$4,000.00	$297.00
Other:						
GASB 34 Report Writer	$6,500.00	3 @ $1175	$3,525.00	$0.00	$10,025.00	$1,170.00
Productivity:						
Tyler Content Manager SE	$9,000.00	4 @ $1175	$4,700.00	$0.00	$13,700.00	$1,620.00
Role Tailored Dashboard	$2,750.00	4 @ $1175	$4,700.00	$0.00	$7,450.00	$495.00
Tyler Forms Processing	$7,500.00	0 @ $1175	$0.00	$0.00	$7,500.00	$1,500.00
Tyler Reporting Services	$4,500.00	2 @ $1175	$2,350.00	$0.00	$6,850.00	$1,125.00
Citizen Self Service	$3,850.00	1 @ $1175	$1,175.00	$0.00	$5,025.00	$693.00
Munis Office	$2,750.00	1 @ $1175	$1,175.00	$0.00	$3,925.00	$495.00
Sub-Total:	$112,850.00		$97,525.00	$27,700.00	$238,075.00	$20,894.00
Less Discount:	*$11,285.00*		*$0.00*	*$0.00*	*$11,285.00*	*$20,894.00*
TOTAL:	**$101,565.00**	**83**	**$97,525.00**	**$27,700.00**	**$226,790.00**	**$0.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Estimated Travel Expenses	1	$35,370.00	$0.00	$35,370.00
Install Fee - New Server Install-WIN w/VS	1	$4,000.00	$0.00	$4,000.00
P-Card Import Format W/O Encumbrances	1	$7,500.00	$0.00	$7,500.00
Project Planning Services	1	$4,000.00	$0.00	$4,000.00
System Admin & Security	2	$1,175.00	$0.00	$2,350.00
Tyler Forms Library - Financial/General Billing	1	$2,400.00	$0.00	$2,400.00
Tyler Forms Library - Payroll	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Processing Configuration	1	$1,500.00	$0.00	$1,500.00

Tyler Forms Library - Utility Billing				1	$3,000.00	$0.00	$3,000.00
			TOTAL:				**$65,320.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
Tyler Unlimited Client Access	1	$4,750.00	$0.00	$4,750.00	$950.00	$0.00	$950.00
3rd Party Hardware Sub-Total:				*$1,650.00*			*$0.00*
3rd Party Software Sub-Total:				*$4,750.00*			*$950.00*
TOTAL:				**$6,400.00**			**$950.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$101,565.00	$0.00
Total Tyler Services	$190,545.00	$0.00
Total 3rd Party Hardware, Software and Services	$6,400.00	$950.00
Summary Total	**$298,510.00**	**$950.00**
Contract Total	**$299,460.00**	

Conversion

Description	Unit Price	Unit Discount	Extended Price
AC Opt 1 - Actuals - B	$1,000.00	$0.00	$1,000.00
AC Opt 2 - Budgets - B	$1,000.00	$0.00	$1,000.00
AC Standard COA - B	$2,000.00	$0.00	$2,000.00
AP Opt 1 - Checks - B	$1,200.00	$0.00	$1,200.00
AP Opt 2 - Invoice - B	$1,800.00	$0.00	$1,800.00
AP Standard Master - B	$1,200.00	$0.00	$1,200.00
FA Std Master - B	$2,000.00	$0.00	$2,000.00
PR Payroll - Option 1 Deductions - B	$1,800.00	$0.00	$1,800.00
PR Payroll - Option 4 Check History - B	$1,200.00	$0.00	$1,200.00
PR Payroll - Option 5 Earning/Deduction Hist - B	$2,500.00	$0.00	$2,500.00
PR Payroll - Standard - B	$2,000.00	$0.00	$2,000.00
Utility Billing - Option 1 Services - B	$2,500.00	$0.00	$2,500.00
Utility Billing - Option 3 Consumption History - B	$2,000.00	$0.00	$2,000.00
Utility Billing - Option 4 Balance Forward AR - B	$3,500.00	$0.00	$3,500.00
Utility Billing - Standard - B	$2,000.00	$0.00	$2,000.00
TOTAL:	**$27,700.00**	**$0.00**	**$27,700.00**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Munis Cash Management	$2,750.00	2 @ $1175	$2,350.00	$0.00	$5,100.00	$495.00
Bid Management	$2,200.00	2 @ $1175	$2,350.00	$0.00	$4,550.00	$396.00
Employee Expense Reimbursement	$2,200.00	2 @ $1175	$2,350.00	$0.00	$4,550.00	$396.00
Contract Management	$1,800.00	2 @ $1175	$2,350.00	$0.00	$4,150.00	$324.00
Other:						
Payroll Tax Table Updates	$1,000.00	0 @ $1175	$0.00	$0.00	$0.00	$1,000.00
FA Opt 1 - History - B	$0.00	$0.00	$0.00	$1,000.00	$1,000.00	$0.00
GB Opt 1 - Recurring Invoices - B	$0.00	$0.00	$0.00	$1,680.00	$1,680.00	$0.00
GB Opt 2 - Bills - B	$0.00	$0.00	$0.00	$3,500.00	$3,500.00	$0.00
GB Std CID - B	$0.00	$0.00	$0.00	$1,000.00	$1,000.00	$0.00
Productivity:						
Business and Vendor Self Service	$2,750.00	1 @ $1175	$1,175.00	$0.00	$3,925.00	$495.00
Sub-Total:	$11,700.00		$10,575.00	$7,180.00	$29,455.00	$3,106.00
Less Discount:	*$220.00*		*$0.00*	*$0.00*	*$220.00*	*$396.00*
TOTAL:	**$11,480.00**	**9**	**$10,575.00**	**$7,180.00**	**$29,235.00**	**$2,710.00**

Optional Conversion

Description	Unit Price	Unit Discount	Extended Price
FA Opt 1 - History - B	$1,000.00	$0.00	$1,000.00
GB Opt 1 - Recurring Invoices - B	$1,680.00	$0.00	$1,680.00
GB Opt 2 - Bills - B	$3,500.00	$0.00	$3,500.00
GB Std CID - B	$1,000.00	$0.00	$1,000.00
TOTAL:	**$7,180.00**	**$0.00**	**$7,180.00**

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	$230.00	$0.00	$230.00	$0.00	$0.00	$0.00
Hand Held Scanner - Model 4600G	1	$415.00	$0.00	$415.00	$0.00	$0.00	$0.00
ID Tech MiniMag USB Reader	1	$62.00	$0.00	$62.00	$0.00	$0.00	$0.00
Power Supply	1	$40.00	$0.00	$40.00	$0.00	$0.00	$0.00
Printer - (EPSON TM-H6000iii)	1	$1,400.00	$0.00	$1,400.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:				*$2,147.00*			*$0.00*
TOTAL:				**$2,147.00**			**$0.00**

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	$11,500.00	$1,150.00	$10,350.00	$2,070.00	$2,070.00	$0.00
Fixed Assets	$4,400.00	$440.00	$3,960.00	$792.00	$792.00	$0.00
Project & Grant Accounting	$3,300.00	$330.00	$2,970.00	$594.00	$594.00	$0.00
Purchase Orders	$4,400.00	$440.00	$3,960.00	$792.00	$792.00	$0.00
Requisitions	$2,750.00	$275.00	$2,475.00	$495.00	$495.00	$0.00
Payroll/HR:						
Applicant Tracking	$2,750.00	$275.00	$2,475.00	$495.00	$495.00	$0.00
HR Management	$7,700.00	$770.00	$6,930.00	$1,386.00	$1,386.00	$0.00
Payroll w/ESS	$16,100.00	$1,610.00	$14,490.00	$2,898.00	$2,898.00	$0.00
Revenue:						
Animal License	$1,650.00	$165.00	$1,485.00	$413.00	$413.00	$0.00

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Accounts Receivable	$3,850.00	$385.00	$3,465.00	$693.00	$693.00	$0.00
General Billing	$1,650.00	$165.00	$1,485.00	$297.00	$297.00	$0.00
Tyler Cashiering	$6,000.00	$600.00	$5,400.00	$1,080.00	$1,080.00	$0.00
UB Interface	$2,750.00	$275.00	$2,475.00	$495.00	$495.00	$0.00
Utility Billing CIS	$7,200.00	$720.00	$6,480.00	$1,296.00	$1,296.00	$0.00
Other:						
GASB 34 Report Writer	$6,500.00	$650.00	$5,850.00	$1,170.00	$1,170.00	$0.00
Productivity:						
Citizen Self Service	$3,850.00	$385.00	$3,465.00	$693.00	$693.00	$0.00
Munis Office	$2,750.00	$275.00	$2,475.00	$495.00	$495.00	$0.00
Role Tailored Dashboard	$2,750.00	$275.00	$2,475.00	$495.00	$495.00	$0.00
Tyler Content Manager SE	$9,000.00	$900.00	$8,100.00	$1,620.00	$1,620.00	$0.00
Tyler Forms Processing	$7,500.00	$750.00	$6,750.00	$1,500.00	$1,500.00	$0.00
Tyler Reporting Services	$4,500.00	$450.00	$4,050.00	$1,125.00	$1,125.00	$0.00
TOTAL:	**$112,850.00**	**$11,285.00**	**$101,565.00**	**$20,894.00**	**$20,894.00**	**$0.00**

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, go-live readiness assessment and transition to support.

Tyler Forms Financial General Billing Core includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G, 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Comments

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Exhibit 2

Verification Test

The verification test ("Test") detailed below will be conducted following installation. The purpose of the Test is to ensure the Tyler Software Products perform as warranted, using the MUNIS Verification Database. The MUNIS Verification Database contains the types of information ordinarily used by the specified software and the Test utilizes said data to demonstrate the performance of the specified software's base line functions. As such, the Test is not intended to validate any site specific functionality and will only be conducted for those software products licensed by the Client. Client-specific functionality will be reviewed during the implementation phase when site-specific data will be applied against the desired functionality.

Many sections below contain three phases: table views, reports, and process. Each phase is intended to be completed in 4 hours or less. Please note that each phase listed below has a space where Client will be asked to initial, indicating that the verification has been performed and accepted.

FINANCIALS:

Phase 1 _____

- View general ledger master table
- View budget master table
- View vendor master table
- View general ledger account inquiry – perform drill down
- Find purchase orders/requisitions in purchase order inquiry
- View inventory master
- View fixed assets master
- View work order master

Phase 2 _____

- Enter a requisition
- Approve the requisition
- Convert to a purchase order
- Post the purchase order
- Enter an invoice against the requisition
- Post the invoice
- Select items to be paid report
- Print checks (on blank paper without forms)
- Find journals in journal inquiry using date find

Phase 3 _____

- Reports:
    - General ledger trial balance
    - Year to date budget report
    - Vendor invoice list
    - Purchase orders by general ledger account (select open purchase orders)
    - Inventory list by location
    - Fixed asset list by location

PAYROLL/HR:

Phase 1 _____

- View deduction master
- View pay type master
- View employee master
- View employee detail history – perform drill down
- View position table
- View terminated employee table

Phase 2 _____

- Add new employee
- Build job pay records
- Start a new payroll
- Generate employee records
- Enter exceptions
- Print final proof
- Update employee files
- Print checks (on blank paper without forms)

Phase 3 _____

- Reports
    - Employee Detail
    - Employee Accrual
    - Detail Check History Report
    - Payroll Register

UTILITY BILLING:

Phase 1 _____

- View charge code file with rate tables
- View account master – perform drill down
- View customer file
- View bill inquiry
- View account inquiry

Phase 2 _____

- Add new account
- Create water service record
- Start a new bill run
    - View charges file maintenance
- Enter meter reading manually
- Run charges proof register
- Generate accounts receivable
- Print bills (on blank paper without forms)
- Make a payment to a bill

Phase 3 _____

- Reports:
    - Consumption inquiry/report
    - Utility billing aging report
    - Charge/payment history
    - Detail receivables register

OTHER REVENUE (TAX/EXCISE/GENERAL BILLING):

Phase 1 _____

- View customer file
- View parcel file
- View charge code file
- View tax year parameter
- View motor vehicle master file
- View bill inquiry
- View lien file
- View receipt inquiry
- View activity totals inquiry/report

Phase 2 _____

- Create a new general billing customer
- Add a general billing invoice
- Make a payment against the general billing
- Make a payment against a tax/excise/personal property/etc. bill
- Print payments proof
- Post payments
- Use receipt inquiry to find the payment

Phase 3 _____

- Reports
    - Summary receivables
    - Detail receivables
    - Posted payments report

BUSINESS LICENSES:

_____

- View customer file
- View description codes
- View business license charge codes
- View business license master file
- View business license late payment process
- View bill inquiry
- View business master report

- View business location report

ANIMAL LICENSES:

- View animal type file
- View customer file
- View animal license master file
- View license detail report
- View license history report
- View tag report

PROJECT ACCOUNTING:

(Performed with General Ledger)

- View project master table
- View general ledger master with project code
- View project budget report

MUNIS OFFICE:

- Export from general ledger account inquiry into Excel
- Export from general ledger account inquiry into Word

BUSINESS OBJECTS:

- Verification Report for Crystal Reports from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

TYLER REPORTING SERVICES:

- Verification Report for Tyler Reporting Services from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

CONTRACT MANAGEMENT:

- View contract master file
- Enter a requisition against a contract
- View contract master to highlight changes

TREASURY MANAGEMENT:

- View a recurring cash flow record for current fiscal year in recurring cash flow F/M
- Generate cash flow file maintenance
- Generate a journal entry on the cash flow file maintenance record created
- Go to general journal entry/proof, find journal that was generated and post it

MUNIS SELF SERVICE – EMPLOYEES:

Phase 1

- View and update the general administration settings
- Add a new user under users

Phase 2

- View and update application administration under Employee Admin
- View and add a web link or document under Document Administration

Exhibit 3

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-8:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-8:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-5:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily calls incoming,* which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support
When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, • process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call (often Support will call back within an hour of receiving your message)

Paging
All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support
Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System
Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers
Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities
A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.
Priority 2 Call — issue is severe, but there is a work around the client can use.
Priority 3 Call — issue is a non-severe support call from the client.
Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls
Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call
If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	**Michelle Madore (michelle.madore@tylertech.com)**	**(X4483)**
Payroll/HR/Pension Team	**Sonja Johnson (sonja.johnson@tylertech.com)**	**(X4157)**
Tax/Other Revenue/Utility Billing Team	**Steven Jones (steven.jones@tylertech.com)**	**(X4255)**
OS/DBA Team	**Ben King (ben.king@tylertech.com)**	**(X5464)**
TylerForms & Reporting Services	**Michele Violette (michele.violette@tylertech.com)**	**(X4381)**

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources
A number of additional resources are available to you to provide a comprehensive and complete support experience.

Munis Internet Updater (MIU): Allows you to download and install critical and high priority fixes as soon as they become available.

Release Admin Console: Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

Knowledgebase: A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool
Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration
Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site
Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates
Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)
Priority 2 Incidents — Weekly Updates
Priority 3 Incidents — Bi-weekly Updates
Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit 4

Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from $46 to $71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner
Return Day	
Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00* p.m.	Breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as

follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: April 1, 2012

Exhibit 5

Adobe End User License Agreement

ADOBE SYSTEMS INCORPORATED
ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement

NOTICE TO USER: THIS LICENSE AGREEMENT GOVERNS INSTALLATION AND USE OF THE ADOBE SOFTWARE DESCRIBED HEREIN BY LICENSEES OF SUCH SOFTWARE. INSTALLATION AND USE OF THE SOFTWARE IS NOT PERMITTED UNLESS ADOBE HAS GRANTED LICENSEE THE RIGHT TO DO SO AS SEPARATELY PROVIDED IN WRITING BY ADOBE. LICENSEE AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. BY CLICKING TO ACKNOWLEDGE AGREEMENT TO BE BOUND DURING REVIEW OF AN ELECTRONIC VERSION OF THIS LICENSE, OR DOWNLOADING, COPYING, INSTALLING OR USING THE SOFTWARE, LICENSEE ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS AND USES THE SOFTWARE AND ANY PERSON OR ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT INSTALLS OR USES THE SOFTWARE ON ANOTHER PERSON'S OR ENTITY'S BEHALF.
LICENSEE'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS IN A SEPARATE WRITTEN AGREEMENT WITH ADOBE THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1. Definitions

1.1 "Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 9(a) of this Agreement applies; otherwise it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin 24, Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.

1.2 "Authorized Users" means employees and individual contractors (i.e., temporary employees) of Licensee.

1.3 "Computer" means one or more central processing units ("CPU") in a hardware device (including hardware devices accessed by multiple users through a network ("Server")) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
1.4 "Deliver" means to transmit data directly or indirectly over a network to a printing device or any other device for the purpose of printing.

1.5 "Development Software" means Software licensed for use in a technical environment solely for internal development and testing and not for use as Production Software.

1.6 "Disaster Recovery Environment" means Licensee's technical environment designed solely to allow Licensee to respond to an interruption in service due to an event beyond Licensee's control that creates an inability on Licensee's part to provide critical business functions for a material period of time.

1.7 "Documentation" means the user manuals and/or technical publications as applicable, relating to installation, use and administration of the Software.

1.8 "Internal Network" means Licensee's private, proprietary network resource accessible only by Authorized Users. "Internal Network" specifically excludes the Internet (as such term is commonly defined) or any other network community open to the public, including membership or subscription driven groups, associations or similar organizations. Connection by secure links such as VPN or dial up to Licensee's Internal Network for the purpose of allowing Authorized Users to use the Software should be deemed use over an Internal Network.

1.9 "License Metric" means each of the per-unit metrics used by Adobe in connection with the licensed quantities identified as separately provided in writing by Adobe to describe the scope of Licensee's right to use the Software. One or more of the following types of License Metrics applies to each Software Product as further provided herein:

(a) Per-Computer. Licensee may install and use the Adobe Output Designer software on no more than the licensed number of Computers.

(b) Per-User. The total number of Authorized Users that directly or indirectly request or receive content that has been processed by the Software may not exceed the licensed quantity of users.

(c) Per-Server. The total number of Servers on which the Software is installed may not exceed the licensed quantity of Servers.

1.10 "Location" means a specific building or physical location as identified by its unique street address.

1.11 "Production Software" means Software licensed for productive business use.

1.12 "SDK Components" means the sample software code, application programming interface, header files and related information, and the file format specifications, if any, included as part of the Software as described in the Documentation or a "Read Me" file accompanying the applicable Software.

1.13 "Software" means the object code version of the software program(s) specified in a separate written agreement signed by Adobe, including all Documentation and other materials provided by Adobe to Licensee under this Agreement. The term "Software Product" may also be used to indicate a particular product, and otherwise has the same meaning as Software.

2. License. Subject to the terms and conditions of this Agreement, Adobe grants to Licensee a perpetual, non-exclusive license to install and use the Software delivered hereunder according to the terms and conditions of this Agreement, on Computers connected to Licensee's Internal Network, on the licensed platforms and configurations, in the manner and for the purposes described in the Documentation. The following additional terms also apply to Licensee's use of the Software.

2.1 License Metric. Licensee's right to install and use the Software is limited based on whether the Software is licensed as Production Software or Development Software (as separately provided in writing by Adobe) and the License Metrics applicable to the particular Software Products licensed (as separately provided in writing by Adobe) and subject to the terms in Section 3, unless Licensee has licensed the Software for evaluation purposes, in which case the terms of Section 4 apply.

2.2 SDK Components. Licensee's Authorized Users may install and use the SDK Components for purposes of facilitating use of the Software in accordance with this Agreement. Licensee agrees that Licensee will treat the API Information with the same degree of care to prevent unauthorized disclosure to anyone other than Authorized Users as Licensee accords to Licensee's own confidential information, but in no event less than

reasonable care. Licensee's obligations under this Section 2.2 with respect to the API Information shall terminate when Licensee can document that the API Information was in the public domain at or subsequent to the time it was communicated to Licensee by Adobe through no fault of Licensee's. Licensee may also disclose the API Information in response to a valid order by a court or other governmental body, when otherwise required by law, or when necessary to establish the rights of either party under this Agreement, provided Licensee gives Adobe advance written notice thereof.

2.3 Backup and Disaster Recover. Licensee may make and install a reasonable number of copies of the Software for backup and archival purposes and use such copies solely in the event that the primary copy has failed or is destroyed, but in no event may Licensee use such copies concurrently with Production Software or Development Software. Licensee may also install copies of the Software in a Disaster Recovery Environment for use solely in disaster recovery and nor for production, development, evaluation or testing purposes other than to ensure that the Software is capable of replacing the primary usage of the Software in case of a disaster.

2.4 Documentation. Licensee may make copies of the Documentation for use by Authorized Users in connection with use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.

2.5 Outsourcing. Licensee may sub-license use of the Software to a third party outsourcing or facilities management contractor to operate the Software on Licensee's behalf, provided that (a) Licensee provides Adobe with prior written notice; (b) Licensee is responsible for ensuring that any such contractor agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the Software on the same basis as applies to Licensee; (c) such use is only in relation to Licensee's direct beneficial business purposes as restricted herein; (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (e) Licensee shall remain fully liable for any and all acts or omissions by the contractor related to this Agreement.

2.6 Font Software. If the Software includes font software, then Licensee may (a) use the font software on Licensee's Computers in connection with Licensee's use of the Software as permitted under this Agreement; (b) output such font software on any output devices connected to Licensee's Computers; (c) convert and install the font software into another format for use in other environments provided that use of the converted font software may not be distributed or transferred for any purpose except in accordance with the transfer section in this Agreement; and (d) embed copies of the font software into Licensee's electronic documents for the purpose of printing and viewing the document, provided that if the font software Licensee is embedding is identified as "licensed for editable embedding" on Adobe's website at http://www.adobe.com/type/browser/legal/embeddingeula.html, Licensee may also embed copies of that font software for the additional limited purpose of editing Licensee's electronic documents.

2.7 Restrictions

(a) No Modifications, No Reverse Engineering. Licensee shall not modify, port, adapt or translate the Software. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of Licensee's jurisdiction give Licensee the right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, that Licensee must first request such information from Adobe and Adobe may, in its discretion, either provide such information to Licensee or impose reasonable conditions, including a reasonable fee, on such use of the source code to ensure that Adobe's and its suppliers' proprietary rights in the source code for the Software are protected.

(b) No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and languages and may be provided to Licensee on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to Licensee as a single product to be used as a single product on Computers and platforms as permitted herein. Licensee is not required to use all component parts of the Software, but Licensee shall not unbundle the component parts of the Software for use on different Computers. Licensee shall not unbundle or repackage the Software for distribution, transfer or resale.

(c) No Transfer. Licensee shall not sublicense, assign or transfer the Software or Licensee's rights in the Software, or authorize any portion of the Software to be copied onto or accessed from another individual's or entity's Computer except as may be explicitly provided in this Agreement. Notwithstanding anything to the contrary in this Section 2.7(c), Licensee may transfer copies of the Software installed on one of Licensee's Computers to another one of Licensee's Computers provided that the resulting installation and use of the Software is in accordance with the terms of this Agreement and does not cause Licensee to exceed Licensee's right to use the Software under this Agreement.

(d) Prohibited Use. Except as expressly authorized under this Agreement, Licensee is prohibited from: (i) using the Software on behalf of third parties; (ii) renting, leasing, lending or granting other rights in the Software including rights on a membership or subscription basis; and (iii) providing use of the Software in a computer service business, third party outsourcing facility or service, service bureau arrangement, network, or time sharing basis.

(e) Export Rules. Licensee agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, Licensee represents and warrants that Licensee is not a citizen of, or located within, an embargoed or otherwise restricted nation (including Iran, Iraq, Syria, Sudan, Libya, Cuba and North Korea) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Software. All rights to install and use the Software are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Agreement.

3. License Metrics and Limitations.

3.1 Adobe Central Output Server. If Licensee has licensed Adobe Central Output Server as Production Software or Development Software (as separately provided in writing by Adobe), then Adobe grants Licensee a license to install and use Adobe Central Output Server on a Per-Server basis, provided that Licensee is not permitted to Deliver output from the Production Software to more than ten (10) Locations per licensed Server.

3.2 Adobe Central Pro Output Server. If Licensee has licensed Adobe Central Pro Output Server, then Adobe grants Licensee a license to install and use Adobe Central Pro Output Server either (a) as Production Software on a Per-Server or Per-User basis (as separately provided in writing by Adobe), or (b) as Development Software on a Per-Server basis. When Adobe Central Pro Output Server is licensed as Production Software on a Per-Server basis, Licensee is not permitted to Deliver output from the Software Product to more than ten (10) Locations per licensed Server.

3.3 Adobe Output Pak for mySAP.com. If Licensee has licensed Adobe Output Pak for mySAP.com, then Adobe grants Licensee a license to install and use Adobe Output Pak for mySAP.com solely in connection with Adobe Central Pro Output Server for use with SAP software either (a) as Production Software on a Per-Server or Per-User basis (as separately provided in writing by Adobe), or (b) as Development Software on a Per-Server basis. Licensee's license to Adobe Output Pak for mySAP.com includes a license to install and use Adobe Central Pro Output Server subject to the terms of Section 3.2 of this Agreement. The following additional terms apply:

3.3.1 Per-Server License. If Licensee has licensed Adobe Output Pak for mySAP.com on a Per-Server basis, Licensee shall have the right to install and use Adobe Central Pro Output Server on one (1) Server unless Licensee obtains additional Per-Server licenses to the Adobe Central Pro Output Server.

3.3.2 Per-User License. If Licensee has licensed Adobe Output Pak for mySAP.com software on a Per-User basis, Licensee must obtain a number of Per-User licenses of Adobe Output Pak for mySAP.com not less than the number of Authorized Users who are authorized to access or use the SAP software.

3.4 Adobe Central Output Server Workstation Edition. If Licensee has licensed Adobe Central Output Server Workstation Edition, then Adobe grants Licensee a license to install and use Adobe Central Output Server Workstation Edition as Production Software on a Per-Computer basis. Licensee's use of the Adobe Central Output Server Workstation Edition shall be limited to use directly or indirectly initiated by an individual person (not an automated process) for the sole purpose of delivering output that has been processed by the Adobe Central Output Server Workstation Edition software to the person that initiated such use.

3.5 Adobe Output Designer. If Licensee has licensed Adobe Output Designer, then Adobe grants Licensee a license to install and use Adobe Output Designer as Production Software on a Per-Computer basis subject to the following additional terms:

3.5.1 Network Use. As an alternative to installing and using the Adobe Output Designer software on the Computer of each licensed Authorized User, Licensee may install and use the Adobe Output Designer software on a file server for the purpose of (a) permitting Authorized Users to download the software for installation and use on no more than the licensed number of Computers connected to Licensee's Internal Network, or (b) permitting Authorized Users to use the software using commands, data or instructions from a Computer connected to Licensee's Internal Network provided that the total number (not the concurrent number) of Authorized Users that use the software does not exceed one user for each of the licensed number of Computers. No other network use is permitted.

3.5.2 Limitation. Licensee shall be prohibited from using the templates, forms and other materials created using the Adobe Output Designer software with any software other than Adobe software.

3.6 Development Software License. This Section 3.6 applies only if Licensee has obtained a valid Development Software license to a Software Product. In addition to the other terms contained herein, Licensee's license to the Development Software is limited to use in Licensee's technical environment strictly for testing and development purposes and not for production purposes. Licensee may (a) install the Development Software on Servers connected to Licensee's Internal Network provided that the total number of Computers used to operate the Development Software does not exceed the licensed amount, and (b) permit Authorized Users to use the Development Software in accordance with this Agreement.

4. Evaluation of Software Products. This Section 4 applies only if Licensee has obtained a valid license to evaluate Software Products as separately provided in writing by Adobe or as indicated by the serial number Licensee enters upon installation.

4.1 License. In addition to the other terms contained herein, Licensee's license to evaluate any Software Product is limited to use strictly for Licensee's own internal evaluation purposes and not for production purposes, and is further limited to a period not to exceed sixty (60) days from the date Licensee obtains the Software Products. Licensee may (a) install the Software Products on one (1) Computer connected to Licensee's Internal Network, and (b) permit Authorized Users to use the Software Products to deliver content within Licensee's Internal Network. Licensee's rights with respect to the Software Products are further limited as described in Section 4.2.

4.2 Limitations. Licensee's rights to install and use Software Products under this Section 4 will terminate immediately upon the earlier of (a) the expiration of the evaluation period described herein, or (b) such time that Licensee purchases a license to a non-evaluation version of such Software Products. Adobe reserves the right to terminate Licensee's license to evaluate Software Products at any time in its sole discretion. Licensee agrees to return or destroy Licensee's copy of the Software Products upon termination of this Agreement for any reason. To the extent that any provision in this Section 4 is in conflict with any other term or condition in this Agreement, this Section 4 shall supersede such other term(s) and condition(s) with respect to the evaluation of Software Products, but only to the extent necessary to resolve the conflict. ADOBE IS LICENSING THE SOFTWARE PRODUCTS FOR EVALUATION ON AN "AS IS" BASIS AT LICENSEE'S OWN RISK. SEE SECTIONS 7 AND 8 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN EVALUATION OF SOFTWARE PRODUCTS.

5. Intellectual Property Rights. The Software and any copies that Licensee is authorized by Adobe to make are the intellectual property of and are owned by Adobe Systems Incorporated and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Adobe Systems Incorporated and its suppliers. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. Except as expressly stated herein, this Agreement does not grant Licensee any intellectual property rights in the Software and all rights not expressly granted are reserved by Adobe.

6. Updates. If the Software is an upgrade or update to a previous version of the Software, Licensee must possess a valid license to such previous version in order to use such upgrade or update. All upgrades and updates are provided to Licensee on a license exchange basis. Licensee agrees that by using an upgrade or update Licensee voluntarily terminates Licensee's right to use any previous version of the Software. As an exception, Licensee may continue to use previous versions of the Software on Licensee's Computer after Licensee uses the upgrade or update but only to assist Licensee in the transition to the upgrade or update, provided that the upgrade or update and the previous versions are installed on the same computer. Upgrades and updates may be licensed to Licensee by Adobe with additional or different terms.

7. WARRANTY

7.1. Warranty. Adobe warrants to Licensee that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following shipment of the Software when used on the recommended operating system, platform and hardware configuration. This limited warranty does not apply to evaluation software (as indicated in Section 4), patches, sample code, sample files and font software converted into other formats. All warranty claims must be made within such ninety (90) day period. If the Software does not perform substantially in accordance with the Documentation, the entire liability of Adobe and Licensee's exclusive remedy shall be limited to either, at Adobe's option, the replacement of the Software or the refund of the license fee paid to Adobe for the Software.

7.2 DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY ADOBE AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ADOBE'S, ITS AFFILIATES' OR ITS SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE IN LICENSEE'S JURISDICTION, ADOBE, ITS AFFILIATES AND ITS SUPPLIERS PROVIDE THE SOFTWARE AS-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY

RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY. EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 4, IN NO EVENT WILL ADOBE, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO LICENSEE FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this Agreement limits Adobe's liability to Licensee in the event of death or personal injury resulting from Adobe's negligence or for the tort of deceit (fraud). Adobe is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this agreement, if any, or contact Adobe's Customer Support Department.

9. Governing Law. This Agreement, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is purchased when Licensee is in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is purchased when Licensee is in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the Software is purchased when Licensee is in any other jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates may be licensed to Licensee by Adobe with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

11. Notice to U.S. Government End Users.

11.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being

licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

11.2 U.S. Government Licensing of Adobe Technology. Licensee agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12. Compliance with Licenses. Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify the number of copies and installations, as well as usage of the Adobe software by Licensee. Any such verification shall be conducted upon seven (7) business days notice, during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. Both Adobe and its auditors shall execute a commercially reasonable non-disclosure agreement with Licensee before proceeding with the verification. If such verification shows that Licensee is using a greater number of copies of the Software than that legitimately licensed, or are deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

13. Third-Party Beneficiary. Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

Adobe is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc. ERP and Schools Division	Village of Pleasant Prairie
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

M E M O

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

TO: Mike Pollocoff, Village Administrator

FROM: Jane Romanowski, Village Clerk

DATE: January 15, 2013

SUBJ: State/Municipal Agreement for a Locally Let CMAQ Project
RecPlex Park and Ride

Kenosha County has received Congestion Mitigation and Air Quality (CMAQ) funding from the State of Wisconsin Department of Transportation (WisDOT) to construct a Park and Ride Lot to accommodate approximately 200 vehicles and support future bus and Amtrak traffic.

There are currently no Park and Ride lots in Kenosha County. The proposed facility will promote carpooling opportunities and the use of mass transit thereby improving air quality and reducing vehicle trips. The original proposed location at I94 and STH 50 was determined to be unacceptable because of environmental and other constraints.

Consequently the Village entered into discussions with Kenosha County and WisDOT about the possibility of relocating the Park and Ride facility to Terwall Terrace adjacent to the RecPlex Parking lot. The benefits of this location include its proximity to STH 165 and its ease of access to I94. The proposed location is the vacant land directly across from the closest entrance off of Terwall Terrace to the RecPlex. Currently there are numerous commuters already using the Village's existing lots by the ball fields adjacent to Terwall Terrace.

Kenosha County and WisDOT concurred that this location is a good alternative. In addition, the concept of combining this site with an economic development has been identified. The concept would include potentially a sub/sandwich food establishment, bank, cleaners or other commuter related facility(ies). The parking facility would also be a prime location for RecPlex events throughout the year.

The Village and Kenosha County have agreed that Pleasant Prairie should be the sponsor for this project because the project would be located on Village-owned land, it will be maintained and managed by the Village, and we will coordinate it with other development opportunities.

The attached agreement is to be executed by the Village as the sponsor. Once this is done, WisDOT will sign and the project design will commence.

I recommend the execution of this Contract with the Wisconsin Department of Transportation so that this project may proceed.

STATE/MUNICIPAL AGREEMENT FOR A LOCALLY LET CMAQ PROJECT Program Name: Congestion Mitigation and Air Quality Improvement (CMAQ) Sub-program #: 211	Date: **January 7 2013** I.D.: 1693-35-05/75 Project Title: **Kenosha County Park & Ride Lot** Location/Limits (as applicable): Terwell Terrace Village of Pleasant Prairie County**: Kenosha** Project Length (if applicable): **N/A** Counties Served: Kenosha Project Sponsor: Village of Pleasant Prairie Sponsor County**: Kenosha** MPO Area**: SEWRPC**

The signatory, Village of Pleasant Prairie hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

23 U.S.C. 149 and Wis. Stat. 85.245 authorize the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: Acquisition and construction of a Park and Ride Lot at near STH 165 and CTH H, adjacent to Terwall Terrace to accommodate approximately 200 vehicles and support future bus and Amtrak traffic.

Need for or Benefits of Project – summarize reasons for request: Currently there are no Park and Ride Lots in the vicinity of the I-94 corridor in Kenosha County. Currently vehicles use other public and private lots for park & ride purposes, demonstrating the need for a Park & Ride lot facility. This facility will promote carpooling opportunities and use of mass transit thereby improving air quality and reducing vehicle trips.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal and state requirements: **N/A.**

The Project Sponsor agrees to the following Calendar Year 2009 [FY 2010-2013] CMAQ Program project funding conditions:

The subject project is funded with 80% funding up to a maximum of $371,082 for all federal/state-funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the $371,082 federal funding maximum, in accordance with CMAQ program guidelines. Design will be 100% locally funded. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

This project is subject to a DBE goal assessment of 15% of the construction project cost. The DBE goal is waived if the Project Sponsor constructs the project under an approved Local Force Account (LFA) Agreement**.** The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal Funds**	**%**	**Project Sponsor Funds**	**%**
ID 1693-35-05					
Design	$201,000	$0	0%	$201,000	100%
Design Review	$10,000	$0	0%	$10,000	100%
ID 1693-35-75					
Participating Construction	$1,074,400	$291,082	80%*	$783,318	20%*
Participating Construction Review #	$268,600	$80,000	80%*	$188,600	20%*
Non-Participating Construction	$2,000		0%	$2,000	100%
Total Est. Cost Distribution	$1,556,000	$371,082	MAX	$1,184,918	N/A

*This project has a CMAQ federal funding maximum of $371,082. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: **Village of Pleasant Prairie** (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging. Authorization is required for each separate project phase or ID.

3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation.* The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. All DBE requirements that the State specifies.

    d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.

4. Additional applicable state and federal requirements may include, but are not limited to, the following:

    a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.

    b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding of the project is subject to inclusion in Wisconsin's approved CMAQ program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. Storm sewer mains necessary for the surface water drainage.

c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.

f. New installations or alteration of street lighting and traffic signals or devices.

g. Landscaping.

h. Preliminary Engineering:

i. Real estate for the improvement:

j. Management Consultant and State Review Services.

6. State Disbursements:

a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.

a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.

d. Conditioning, if required and maintenance of detour routes.

e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

f. All work related to underground storage tanks and contaminated soils.

g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

8. The work eligible for Federal and State participation will be administered by the Project Sponsor.

9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation.* The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted**.**

11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.

12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.

14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.

15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

17. The Project Sponsor will assume all responsibility for complying with the applicable Disadvantaged Business Enterprise (DBE) goal assigned to this project. This project is subject to a DBE goal assessment of 15% of the construction project cost. The DBE goal is waived if the Project Sponsor constructs the project under an approved Local Force Account (LFA) Agreement.

18. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.

19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project

records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

22. Federal Single Audits of the Project Sponsor:

    a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).

    b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).

    c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

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

24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

25. When applicable to the project, the Project Sponsor will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails..

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

    e. Provide relocation orders and real estate plats and easements, as required by the project.

f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

g. Provide maintenance and energy for lighting.

h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such “Manual on Uniform Traffic Control Devices” as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

27. The project must be authorized for construction within three years from the date of approval of the State/Municipal Agreement by the State. Extensions are available upon the State’s approval of a written request made by the Project Sponsor. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).

b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

29. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;

d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and

e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

30. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

31. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary

rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

32. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

33. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

34. The Project Sponsor agrees to the following Calendar Year 2009 [FY 2010-2013] CMAQ program project funding conditions:

    a. ID 1693-35-05: Design and any related review costs are funded 100% by the Project Sponsor. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.

    b. ID 1693-35-75: Construction:

        i. Costs for construction of Kenosha County Park and Ride Lot at Terwall Terrace and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap**.**

    c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement**,** whichever is less**.** The project federal funding maximum of $371,082 is cumulative for all federal funded project phases.

[End of Document]

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

M E M O

TO: Mike Pollocoff, Village Administrator

CC: Jane Romanowski, Village Clerk

FROM: Mike Spence, Village Engineer

DATE: January 15, 2013

SUBJ: Professional Construction Related Services Agreement
Prairie Ridge West Development Sanitary Sewer Staking

The Prairie Ridge West Development is a 9.2 acre site located at the southeast corner of STH 50 and 104th Avenue within the Prairie Ridge Development. It is proposed to be subdivided into four (4) lots for the potential development of two (2) restaurants and two (2) other commercial buildings (retail or office uses).

Lots 1, 2 and 3 are proposed to be served by public sanitary sewer, private water and private storm sewer mains which all connect to existing facilities in 77th Street. The public sanitary sewer construction work will consist of 396 lineal feet of 8 inch sanitary sewer, four sanitary manholes and two laterals.

Crsipell-Snyder Inc. will perform the construction staking, post-construction as-built survey as well as additional construction related services including survey grade sheets, plan revisions and electronic file submittal. The fee is estimated at $2,200.00 (hourly basis). The Developer will reimburse the Village for this cost.

Attached is the Professional Construction Related Services Agreement from Crispell Snyder, Inc. of Lake Geneva, Wisconsin to provide to above services.
.
The scope of services is detailed in the agreement. I recommend that the contract from Crispell Snyder be approved.

Wisconsin Award for Municipal Excellence

8600 Green Bay Road, Pleasant Prairie, Wisconsin 53158-2709 262.948.8931 FAX 262.694.2941

CRISPELL-SNYDER, INC.
PROFESSIONAL CONSULTANTS

January 9, 2013

Village of Pleasant Prairie
9915 - 39th Avenue
Pleasant Prairie, WI 53158

Attn: Mr. Matt Fineour, P.E., Assitant Village Engineer

RE: Prairie Ridge West Development Sanitary Sewer Staking
Professional Construction Related Services Agreement
Project No. P13-0007-100

Dear Mr. Fineour:

Enclosed please find two (2) copies of our Professional Construction Related Services Agreement associated with the above referenced project. Upon the Village's review and approval, please sign and date both copies, retain a copy for your files and return the remaining copy to my attention at our Racine office.

In regard to information associated with construction staking and record drawing services, it is our understanding that the design engineer will provide our office with both site survey control and electronic files as found necessary to perform both construction staking and record drawing services.

Please feel free to contact me should you have any questions.

Sincerely,

CRISPELL-SNYDER, INC.

Douglas T. Kroes
Senior Construction Manager

Encl: As Noted

Lake Geneva
700 Geneva Pkwy.
P.O. Box 550
Lake Geneva, WI 53147
262.348.5600
FAX 262.348.9979

Milwaukee Regional
W175 N11081 Stonewood Dr.
Suite 103
Germantown, WI 53022
262.250.8000
FAX 262.250.8011

Madison
5315 Wall Street
Suite 165
Madison, WI 53718
608.244.6277

Racine
6011 Durand Ave.
Suite 500
Racine, WI 53406
262.554.8530
FAX 262.554.1503

Fox Valley
P.O. Box 10
Bear Creek, WI 54922
715.752.4620
FAX 715.752.4595

AGREEMENT FOR
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
FOR
PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT
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 "Client" and Crispell-Snyder, Inc., of Lake Geneva, Wisconsin, a corporation, hereinafter referred to as "CSI".

WITNESSETH:

WHEREAS, the Client proposes to employ CSI to provide construction engineering services Prairie Ridge West Commercial Development , hereinafter referred to as the "Project", which is described in Article I, below; and

WHEREAS, it is the desire of the Client to employ CSI for the purpose of providing professional construction engineering services for the Project in accordance with the Standard Terms and Conditions of Service as attached.

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

ARTICLE I - DESCRIPTION OF PROJECT

The Project shall consist of an estimated 396 lineal feet of 8" sanitary sewer, four each sanitary sewer manhole structures (MH Nos. 1.0 – 4.0), and two each sanitary sewer laterals.

ARTICLE II – PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES TO BE PERFORMED BY CSI

Under this article, CSI agrees, in general, to perform professional consulting services required for construction engineering services, and more particularly agrees to provide as follows:

PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

A. CONSTRUCTION RELATED SERVICES

1. Surveyor and Client coordination in regard to survey needs and schedules. Review and distribution of survey deliverables; Grade sheets.

2. Revise plans upon completion of the project in accordance with post construction as-built survey, and provide copies of revised plans and required electronic files to Client.

B. CONSTRUCTION STAKING

1. Perform construction staking services.

2. Perform post-construction as-built survey.

ARTICLE III - COMPENSATION

The Client shall pay CSI for professional construction engineering services described in Article II as follows:

The estimated fee is:

A.	Construction Related Services (Items 1-2)	$ 300.00 (Hourly Basis)
B.	Construction Staking Services (Items 1-2)	$1,900.00 (Hourly Basis)

The Client shall pay CSI for professional construction 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. Reimbursable expenses such as mileage, equipment, printing, and subcontracted services will also be charged in accordance with CSI's charge-out schedule in effect at the time services are provided.

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	
1-9-13			
Jeffrey A. Seitz P.E. Chief Operations Officer	Date	John P. Steinbrink Village President	Date
1-9-13			
Douglas T. Kroes Senior Construction Manager	Date	Jane M. Romanowski Village Clerk	Date

Attachments: Standard Terms and Conditions of Service.

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

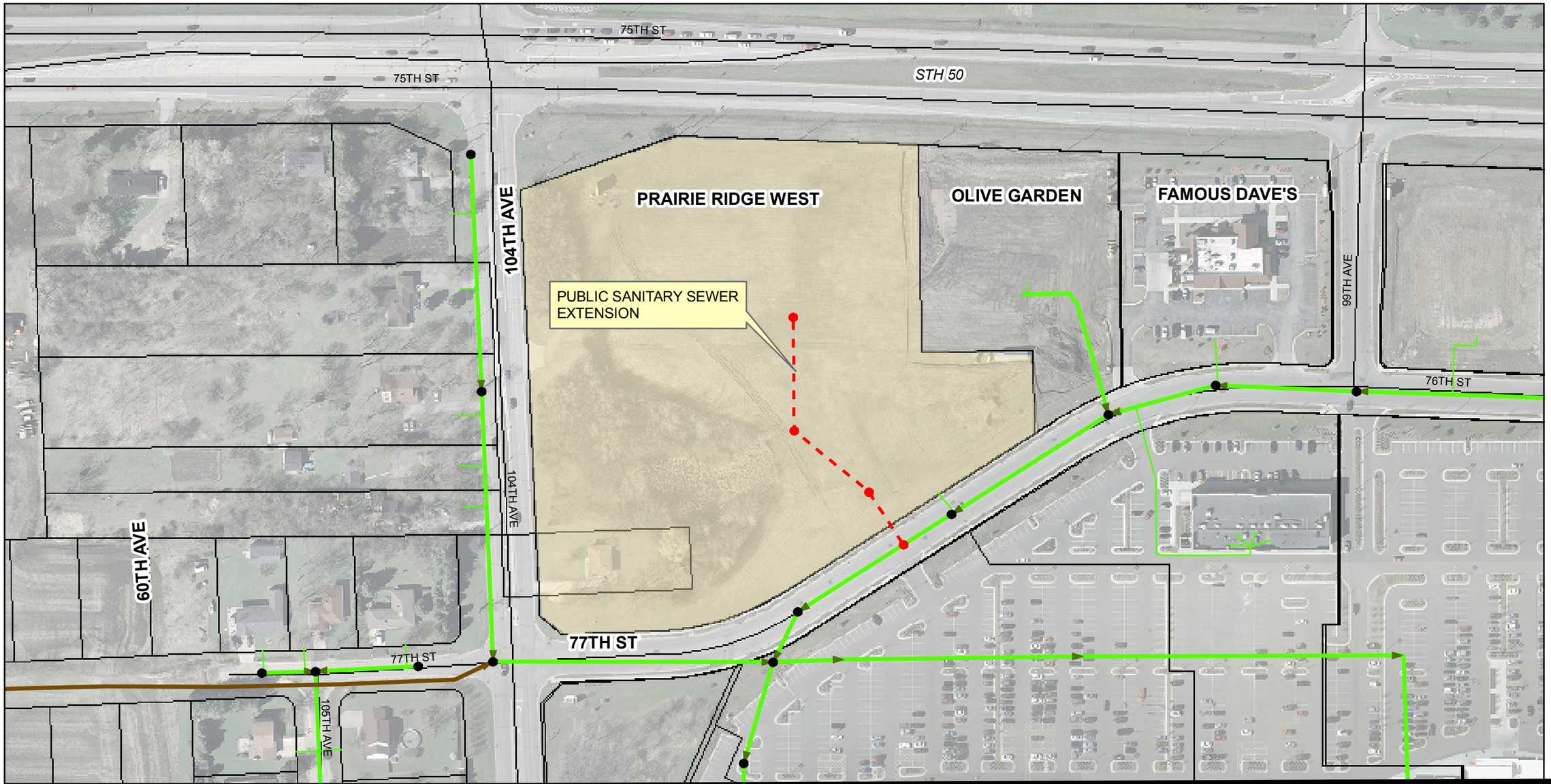
These Standard Terms and Conditions of Service, including any Supplemental Terms and Conditions of Service which are or may become applicable to the services outlined in CSI's Agreement, are incorporated by reference into the foregoing Agreement, and shall also be incorporated by reference into any amendment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

PRAIRIE RIDGE WEST
PUBLIC SANITARY SEWER EXTENSION

Existing Sanitary
Sanitary Extension
Development Boundary



PREPARED BY: VOPP ENGINEERING
DATE: 1/16/13

150 75 0 150 Feet

1 inch = 150 feet

VILLAGE OF PLEASANT PRAIRIE
9915 39TH AVENUE
PLEASANT PRAIRIE, WI 53158

PROJECT ID

COMMERCIAL DEVELOPMENT
PRIARIE RIDGE WEST

ORDINANCE #13-07

**ORDINANCE TO AMEND CHAPTER 370
THE MUNICIPAL CODE OF THE
VILLAGE OF PLESANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
RELATING TO BUILDING PERMIT FEES**

BE IT ORDAINED AND ESTABLISHED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 370-27 of the Municipal Code is amended as follows:

§ 370-7. Adoption of codes.

The following codes are hereby adopted and incorporated into this chapter by reference:

A. The code titled "Flammable and Combustible Liquids," Ch. **~~COMM 10~~ SPS 310**, Wis. Adm. Code, and all amendments thereto.

B. In accordance with § **~~COMM 16.64(2)~~ SPS 316.64 (2),** Wis. Adm. Code, the Wisconsin Electrical Code, Ch. **~~COMM 16~~ SPS 316**, Wis. Adm. Code, and all amendments thereto.

C. In accordance with § **~~COMM 20.06~~ SPS 320.06**, Wis. Adm. Code, the Wisconsin Uniform Dwelling Code, Chs. **~~COMM 20 to 25~~ SPS 320 to 325**, Wis. Adm. Code, and all amendments thereto.

~~D. The code titled "Manufactured Homes," Ch. COMM 27, Wis. Adm. Code, and all amendments thereto.~~

~~E~~.D. The code titled "Smoke Detectors," Ch. **~~COMM 28~~ SPS 328**, Wis. Adm. Code, and all amendments thereto.

~~F~~.E. In accordance with § 101.12, Wis. Stats., the Wisconsin Building and Heating, Ventilating and Air Conditioning Code, Chs. **~~COMM 50 to 64~~ SPS 364**, Wis. Adm. Code, and all amendments thereto.

~~G~~.F. The code titled "Uniform Multi-Family Code," Ch. **~~COMM 66~~ SPS 366**, Wis. Adm. Code, and all amendments thereto.

~~H~~.G. The code titled "Wisconsin Barrier-Free Design," Ch. **~~COMM 69~~ SPS 369**, Wis. Adm. Code, and all amendments thereto.

~~I~~.**H.** The code titled "Historic Buildings," Ch. ~~**COMM 70**~~ **SPS 360 to 366**, Wis. Adm. Code, and all amendments thereto.

~~**J. The code titled "Illumination," Ch. COMM 73, Wis. Adm. Code, and all amendments thereto.**~~

~~**K**~~.**I.** The code titled "Existing Buildings," Chs. ~~**COMM 75 to 79**~~ **SPS 366**, Wis. Adm. Code, and all amendments thereto.

~~**L**~~.**J** In accordance with § 145.13, Wis. Stats., the Wisconsin Plumbing Code, Chs. ~~**COMM 81 to 82 and 84 to 87**~~ **SPS 381 to 387**, Wis. Adm. Code, and all amendments thereto.

~~**M**~~.**K** The NFPA 54 titled "National Fuel Gas Code" and all amendments thereto.

~~**N**~~.**L.** The code titled "Private On-Site Wastewater Treatment Systems," Ch. ~~**COMM 83**~~ **SPS 383**, is hereby adopted and regulated on behalf of the Village by Kenosha County.

§ 370-8. Licenses required~~.~~for electrical work.

A. ~~**Village**~~ **State** electrical license required.

(1) All electrical contractors intending to do work in the Village shall be licensed by the ~~**Village**~~ **State** prior to commencing said work. An electrical contractor licensed by the ~~**Village**~~ **State** shall complete all electrical wiring or electrical work done in the Village, including but not limited to one- and two-family dwellings, outbuildings, rental buildings, and buildings used for commercial purposes, except as provided below.

(a) Upon successful permit application, including a plan demonstrating substantial code knowledge and understanding, and after an certificate of compliance or occupancy has been issued for a single-family dwelling, the owner-occupant may perform electrical operations with the following exclusions:

[1] New electrical services and service upgrades;

[2] Swimming pools, pond electric, spas or hot tubs;

[3] Wiring over 120 volts; or

[4] Any rental property.

(b) If the inspector deems that the owner-occupant is incapable of installing the wiring per this chapter, then the inspector may elect not to issue a permit or to condemn the installation and require the homeowner to hire a licensed electrical contractor.

~~(2) An electrical license shall require a state electrical contractor's certification, a current certificate of insurance with liability coverage not less than $300,000 and payment of the required fee pursuant to § 370-27 of this chapter.~~

~~(3) All Village electrical licenses shall expire on December 31 of each year. Annual applications/renewals shall be made on forms supplied by the Village. In addition, Chapter 150 of the Village Code shall apply for all electrical work performed in the public right-of-way for a public purpose.~~

~~B. Suspensions and revocations of a Village-issued license.~~

~~(1) The inspector may suspend a license issued under the provisions of this chapter if the licensee violates any ordinance or law relating to said work or is guilty of work which is a hazard to life or property.~~

~~(2) The inspector may revoke a license issued under the provisions of this chapter if the inspector has issued three or more suspensions to said licensee within any two-year time period.~~

~~(3) The inspector shall notify the licensee in writing of charges against him and his rights to appeal said suspension or revocation.~~

~~(4) During such time as a license is suspended or revoked, the licensee shall not perform any additional work on any projects wherein permits have been issued, nor shall any new permits be issued until said license is reinstated, with the exception of eliminating the specified violation(s) of the suspension or revocation.~~

~~(5) When a license is suspended, such license shall only be reinstated upon the licensee correcting the faulty work in accordance with this chapter and said work being inspected and approved by the inspector.~~

~~(6) Any licensee aggrieved by the determination of the inspector to suspend a license may appeal such determination to the Village Board. The licensee may appeal said decision by submitting a written appeal that explains the reasons why he is appealing said suspension to the Village Board and the required appeal fee pursuant to § 370-27 of this chapter. Said appeal shall be filed with the Village Clerk within 30 days from the date said license is suspended. The licensee shall be given at least 10 days' advance written notice of the date, time and place of the hearing. The licensee may be represented by counsel at the hearing, may present evidence and argument relevant to the issues raised by the suspension, and may question~~

~~**witnesses called to support the inspector's determination. The licensee shall have the burden of proving that he is qualified to have said license reinstated. The Village Board may affirm, reverse, or reverse with conditions the determination of the inspector or the Board may revoke the license, and the Board's decision shall be final. The Village Board shall promptly notify the licensee of the findings in writing.**~~

~~**(7) Any licensee aggrieved by the determination of the inspector to revoke a license may appeal such determination to the Village Board. The licensee may appeal said decision by submitting a written appeal that explains the reasons why he is appealing said revocation to the Village Board and the required appeal fee pursuant to § 370-27 of this chapter. Said appeal shall be filed with the Village Clerk within 30 days from the date said license is revoked. The licensee shall be given at least 10 days' advance written notice of the date, time and place of the hearing. The licensee may be represented by counsel at the hearing, may present evidence and argument relevant to the issues raised by the revocation, and may question witnesses called to support the inspector's determination. The licensee shall have the burden of proving that he is qualified to obtain a Village license. The Village Board may affirm, reverse, or reverse with conditions the determination of the inspector, and the Village Board's decision shall be final. The Village Board shall promptly notify the licensee of the findings in writing.**~~

The effective date of this Ordinance is April 1, 2013.

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

VILLAGE OF PLEASANT PRAIRIE

_____

John P. Steinbrink, Village President

Attest:

_____

Jane M. Romanowski

Posted: _____

Effective Date: **April 1, 2013**

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

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

NAME OF APPLICANT	LICENSE TERM
1. Amber N. Fuller	thru June 30, 2014
2. Jessica L. Gornik	thru June 30, 2014
3. Ijaz Haq	thru June 30, 2014

Jane M. Romanowski
Village Clerk

Consider **Ord. #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.

Recommendation:

On January 21, 2013, the Plan Commission held a public hearing, adopted Plan Commission Resolution #13-01 and recommended that the Village Board approve **Ord. #13-05** as presented at the January 21, 2013 meeting.

VILLAGE STAFF REPORT OF JANUARY 21, 2013

Consider **Ord. #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.

The Wisconsin Highway 50 Access Management Vision I-94 to 43rd Avenue, Kenosha County, January 2012 (hereinafter referred to as the "Access Management Vision") is an updated and expanded transportation access management plan to the *1987 Highway Access and Development Plan for Highway 50 between I-94 and 60th Avenue,* which needed to be prepared due to the changes in adjacent land uses and increases in traffic volumes in the State Trunk Highway (STH) 50 corridor.

The Access Management Vision's preparation was a result of a collaborative effort between Kenosha County, Village of Pleasant Prairie, City of Kenosha and the Wisconsin Department of Transportation (WI DOT).

The purpose of the Access Management Vision is to provide WI DOT and the local units of government with the guidance for a unified, long-range access management vision of the STH 50 corridor. The Access Management Vision's is to be used as a comprehensive and collaborative tool for evaluation of future access requests and intersection signal installations as development and redevelopment occurs adjacent to STH 50. The Access Management Vision provides a guide to local officials to determine the optimum location for developments of differing land use, scale and traffic generation. In addition, the Access Management Vision includes strategies and recommendations for managing existing public and private driveway access, managing new access due to new or changing land uses, managing traffic safety and efficiency as traffic growth occurs, planning supportive adjacent local road networks and improving coordination and cooperation between WI DOT and local units of government.

<u>On January 14, 2013, the Village Plan Commission held a public hearing and approved Plan Commission Resolution #13-01 that recommended that the Village Board approved Ord. #13-05 to adopt said Access Management Vision as a Plan Component of the *Village of Pleasant Prairie, Wisconsin, 2035 Comprehensive Plan*.</u>

ORD. # 13-05

**ORDINANCE TO AMEND SECTION 390-6
OF THE VILLAGE MUNICIPAL CODE ENTITLED
COMPREHENSIVE PLAN
IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN**

THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DO ORDAIN THAT SECTION 390-6 G OF THE VILLAGE MUNICIPAL CODE IS HEREBY CREATED TO ADOPT THE WISCONSIN HIGHWAY 50 ACCESS MANAGEMENT VISION I-94 TO 43RD AVENUE, KENOSHA COUNTY, JANUARY 2012 (EXHIBIT 1) AS A COMPONENT OF THE VILLAGE'S COMPREHENSIVE PLAN TO READ AS FOLLOWS:

G. Wisconsin Highway 50 Access Management Vision I-94 to 43rd Avenue, Kenosha County, January 2012, provided further discussion related to the intersection of STH 50 and STH 31 is required.

Adopted this 21st day of January, 2013.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

_____
John P. Steinbrink,
Village President

_____
Jane M. Romanowski
Village Clerk

Ayes: ___ Nayes: ___ Absent: ____

Posted: _____

Ord #13-05 STH 50.doc

Wisconsin Highway 50 Access Management Vision

I-94 to 43rd Avenue

Kenosha County

January 2012

WISCONSIN DEPARTMENT OF TRANSPORTATION

VILLAGE OF PLEASANT PRAIRIE

KENOSHA COUNTY WISCONSIN Established 1850

City of Kenosha

TABLE OF CONTENTS

1.0 INTRODUCTION 1

1.1 PROJECT OVERVIEW 2
1.2 PROJECT STAKEHOLDERS 4
1.3 PROJECT INPUT PROCESS 5

2.0 PURPOSE AND NEED 5

2.1 CORRIDOR GROWTH AND DEVELOPMENT PRESSURES 6
2.2 INCREASING TRAFFIC, SAFETY, AND OPERATIONAL ISSUES 7
2.3 IMPROVED INTERGOVERNMENTAL COORDINATION 11
2.4 COMMON LONG-RANGE CORRIDOR VISION 11

3.0 ACCESS MANAGEMENT TECHNIQUES AND STRATEGIES 11

3.1 SIGNALIZED INTERSECTIONS AND TRAFFIC PROGRESSION 12
3.2 UN-SIGNALIZED INTERSECTIONS (MEDIAN OPENING LOCATIONS) 12
3.3 PRIVATE ACCESS 13
3.4 LOCAL CIRCULATION 17

4.0 MEMORANDUM OF UNDERSTANDING 21

5.0 APPENDICES 23

5.1 2035 LAND USE PLAN MAPS 23
5.2 ACCESS MANAGEMENT PROJECT MAPS 23

List of Figures

FIGURE 1 - VISION LOCATION 3
FIGURE 2 - LAND USE & TRANSPORTATION RELATIONSHIP 7
FIGURE 3 - RELATIONSHIP BETWEEN ACCESS POINTS AND CRASH RATES 9
FIGURE 4 - FOUR LANE ROADWAY WITH ONE DRIVEWAY (11 CONFLICT POINTS) 9
FIGURE 5 - PERCENT OF DRIVEWAY CRASHES BY MOVEMENT 10
FIGURE 6 – ALIGN ROADS AND DRIVEWAYS 13
FIGURE 7 - MINIMIZE DIRECT ACCESS 14
FIGURE 8 - LINK ADJACENT LAND USES 15
FIGURE 9 - PROPER DRIVEWAY LOCATION 15
FIGURE 10 - ROADWAY FUNCTIONALITY 18
FIGURE 11 - FUNCTIONAL ROADWAY CLASSIFICATION 19
FIGURE 12 - ACCESS MANAGEMENT 20
FIGURE 13 - TRANSPORTATION SYSTEM 21

LIST OF TABLES

TABLE 1 - TRAFFIC VOLUMES 8
TABLE 2 – 2005 CRASH DATA 8
TABLE 3 – 2008 CRASH DATA 8
TABLE 4 - GENERAL ACCESS CRITERIA 12
TABLE 5 - SAMP TIER GUIDELINES 16

WIS 50 Access Management Vision

I-94 to 43rd Avenue
Kenosha County

1.0 Introduction

In 1987, officials from the then Town of Pleasant Prairie, the City and County of Kenosha, and the Wisconsin Department of Transportation (WisDOT) jointly developed the "Highway Access and Development Plan" for WIS 50 between I-94 and 60th Avenue.

The purpose of the WIS 50 Access Management Vision is to provide the Wisconsin Department of Transportation (WisDOT) and local units of government a shared, long-range access management vision of the corridor. The Vision will be used as a comprehensive and collaborative tool to evaluate future access requests as development and redevelopment occurs adjacent to WIS 50. The Vision will also provide a guide for local officials to determine the optimum location for developments of differing type, scale and traffic generation.

Transportation systems must balance the needs of preserving mobility and providing access to local land uses. Access management techniques have been used increasingly across the nation and Wisconsin by both state and local units of government in an effort to preserve and prolong safe and efficient traffic operations on the highway system.

WisDOT initiated an update to the 1987 access plan because of the WIS 50 transportation improvement effort and increased interest in changing land use along the corridor. Anticipated pressures for future development and higher projected traffic volumes for WIS 50 drive the need for this project.

The Vision's development was a result of a collaborative effort, developed with the participation of the local communities and Kenosha County. The overall goal of the Vision is to provide recommendations that will address long-term access and traffic needs along the corridor. It is anticipated that continued, long-term implementation of the Vision would meet the demands of future traffic and sustain an economically attractive area long into the future.

This report serves to update the access plan that was completed in 1987 for this corridor. The update will address changes in the corridor since 1987 relating to

land use, growth trends and future traffic volumes. The main changes in the corridor since the 1987 plan are as follows:

- Higher than anticipated levels of development in the western part of the corridor
- Changes in anticipated land use
- Higher than anticipated traffic volumes
- Update changes to highway since 1987 that includes new and proposed signal locations, median openings and access locations
- Update of access management techniques
- Expanded corridor limits from 60th Street to 43rd Avenue

The update to the access was done concurrently with the WIS 50 corridor expansion study, which resulted in an Environmental Assessment, functional plans and Design Study Report (DSR).

This update has been renamed to be the Wisconsin Highway 50 Access Management Vision. This report and attached maps represent the Vision in its entirety.

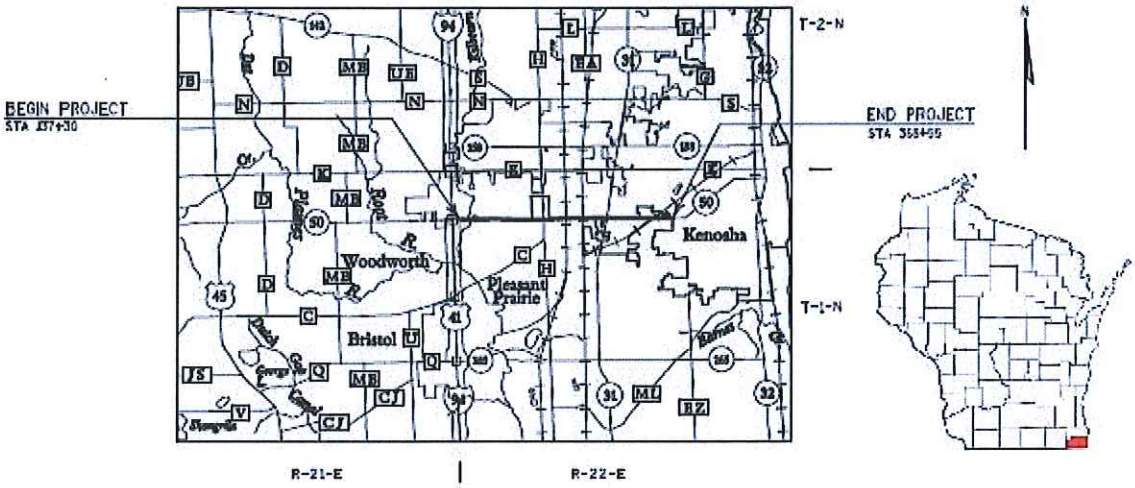
1.1 Project Overview

Project Limits

The vision limits are from I-94 to 43rd Avenue in Kenosha County, a distance of approximately five (5) miles.

The Vision's influence area extends ½ mile north and south of the proposed new alignment of WIS 50 for a total corridor width of approximately one mile. Existing properties, driveways, local roads, known developments and long-range land use plans have been considered in the development of this Vision.

Figure 1 - Vision Location



Current Jurisdiction

WIS 50 is under WisDOT jurisdiction. The project corridor lies within the City of Kenosha and the Village of Pleasant Prairie.

Existing Land Use

Much of the corridor is urbanized. Land use along the corridor consists mostly of residential and business development. A brief summary of land use development since 1987 is provided in the following paragraphs.

Kilbourn Road Ditch to 104th Avenue

On the north side of WIS 50, the Riverwood residential complex, the Aurora Health Care complex and the First Assembly of God Church/school have been constructed.

104th Avenue to 88th Avenue

The Cornerstone Parkway Offices and Condominiums and the Whitecaps subdivision residential development are located on the north side of WIS 50. On the south side of WIS 50, VK Development has constructed Prairie Ridge, a large scale, mixed land use development. The 400-acre site bounded by WIS 50, 88th Avenue, CTH C and 104th Avenue represents the largest single development in the corridor. The site is projected to generate an additional 15,000 vehicles per day on WIS 50. The TIA prepared as part of VK Development's plans recommended installation of a new traffic signal at 94th Avenue which is now installed.

88th Avenue to the railroad overpass (approximately STA 248+00)

This area has developed primarily with commercial uses as was anticipated in the 1987 plan.

Railroad overpass (approximately STA 248+00) to WIS 31
The expansion of commercial development (Southport Plaza) has occurred as planned.

WIS 31 to 60th Avenue
The majority of the land use has been developed as commercial as anticipated. Plans for select new developments have been identified.

60th Avenue to 43rd Avenue
The existing land use in this area is mainly small to mid-size commercial development with two exceptions being a Pick 'n Save grocery store on the north side of WIS 50 and Palmen Motors to the south. Between 45th Avenue and 43rd Avenue, abutting lands are residential with single family homes to the north and a mobile home park to the south.

Access Approval Process

New access or changes in type of access on WIS 50 are considered by WisDOT on a case-by-case basis and follow a permitting process. Under the permitting process, construction of new driveways and/or a change in the status of driveways along WIS 50 requires WisDOT approval. At this time, approvals are made on per request (per parcel) basis.

1.2 Project Stakeholders

The Department of Transportation began the WIS 50 Access Management Vision effort in collaboration with Kenosha County and local municipalities.

Kenosha County

Andy Buehler	Division of Planning Operations Director
Gary Sipsma	Division of Highways Director

City of Kenosha

Rich Schroeder	Assistant City Planner
Michael Lemens	Director/City Engineer
Jeff Labahn	City Development Director

Village of Pleasant Prairie

Jean Werbie-Harris	Community Development Director
Michael Spence	Village Engineer
Michael Pollocoff	Village Administrator

WisDOT

Robert Elkin	Project Supervisor
Vida Shaffer	Project Manager

The vision development process consisted of comprehensive data collection, local official involvement and the application of access management principles. The project stakeholders concluded their work on the Vision with the culmination of this document released January 2012.

1.3 Project Input Process

Public involvement has been an important part of the study process. Several meetings with local residents and business owners were scheduled throughout the course of the study to obtain comments and input. The primary comment periods were encouraged at the public informational meetings which were held on the following dates:

PIM #1 – September 23, 1998
PIM #2 – February 25, 1999
PIM #3 – June 30, 2005
PIM #4 – August 29, 2006

2.0 Purpose and Need

The WIS 50 Access Management Vision was undertaken to develop a collaborative long-range vision for the corridor. It provides for a safe and efficient transportation system and balances the increasing access needs with the future mobility of WIS 50. Specifically, the Vision will address the following issues:

- Corridor growth and development pressures
- Increasing traffic, safety, and operational issues
- Improved intergovernmental cooperation
- Common long-range corridor vision

To address the needs, the Access Management Vision's purpose includes strategies and recommendations to:

- Manage existing access.
- Manage new access due to new or redeveloped land use changes.
- Manage traffic safely and efficiently as growth occurs.
- Plan a supportive local road network.
- Improve coordination between WisDOT and local units of government.

As the Southeast region's official metropolitan planning organization, SEWRPC prepares an advisory plan to guide transportation planning decisions. This plan, completed in 2006, and updated in 2010, makes the following recommendation for WIS 50 in Kenosha County:

- Widening and/or other improvement to provide significant additional capacity for (or expansion of) WIS 50 from four to six lanes for the entire limits of the corridor.

2.1 Corridor Growth and Development Pressures

Several new developments that occurred since 1987 have been identified in the "Existing Land Use" discussion in Section 1.1 of this report.

Future Land Use (see Appendix 5.1 for future land use maps)

Kilbourn Road Ditch to 104th Avenue

On the south side of WIS 50, the existing residential parcels abutting the highway are anticipated to redevelop into a mixed use development in combination with the currently large, vacant tract of land immediately south of the existing row of residential properties. Conceptual plans have been developed for the area, but no firm development commitments have been identified to date.

104th Avenue to 88th Avenue

Numerous currently vacant lots of the VK Development are expected to develop into commercial uses, including a large tract of land in the southeast quadrant of 94th Avenue and WIS 50.

88th Avenue to the railroad overpass (approximately STA 248+00)

Existing wetlands south of STH 50 limit the potential for expansion in this area. There is limited potential for redevelopment of remaining land which is currently predominantly commercial.

Railroad overpass (approximately STA 248+00) to WIS 31

The existing residential area south of WIS 50 is expected to convert to commercial use. This is consistent with the 1987 plan which called for the land use conversion once Southport Plaza experienced further growth.

WIS 31 to 60th Avenue

Larger land tracts south of 76th Street and east of WIS 31 are expected to accommodate large-scale commercial/industrial development.

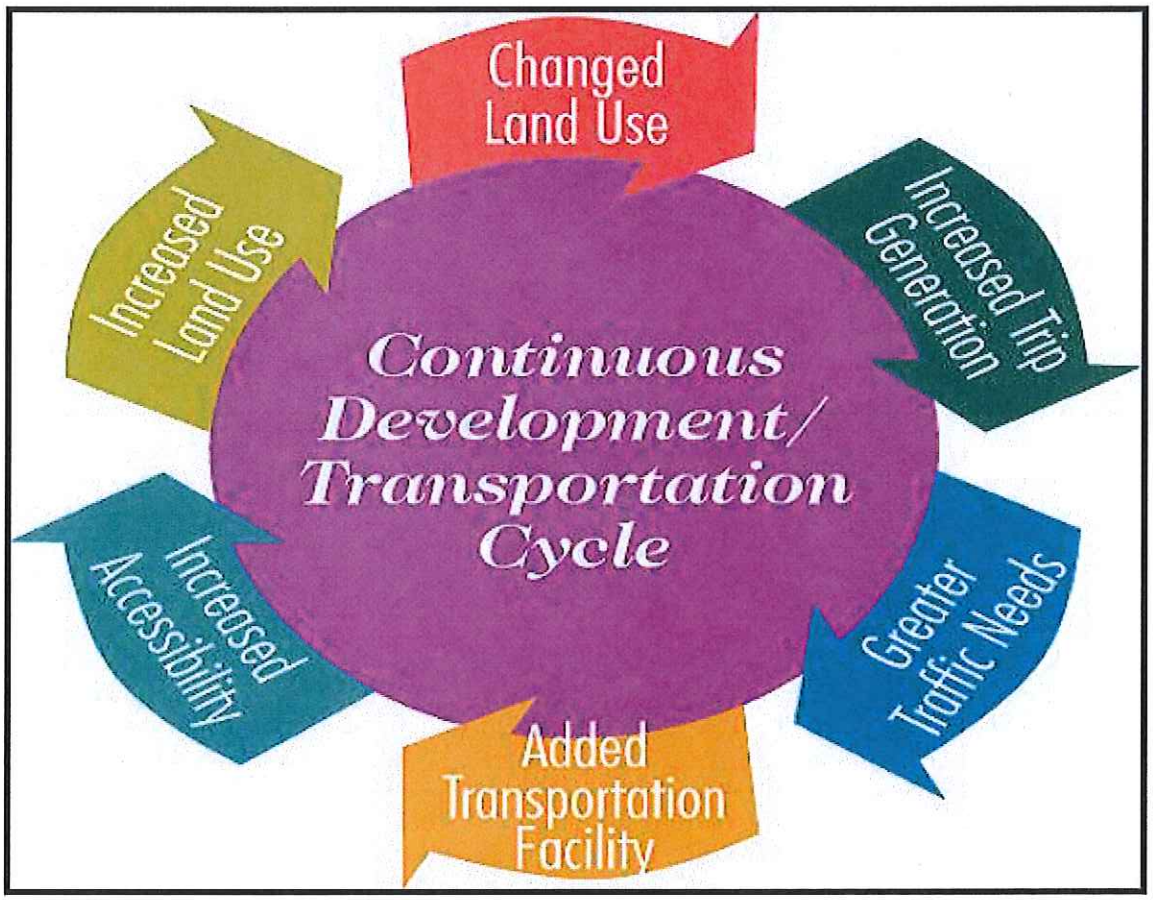
60th Avenue to 43rd Avenue

Adjacent land is currently developed as small to mid-size commercial. There is limited potential for redevelopment. From 45th Avenue to 43rd Avenue, it is anticipated to remain the same land use as today.

These future developments will compete with existing land uses for the same transportation facilities and demand access, safety and mobility for their users. Some types of facilities, more specifically residential and large employment centers, generate significant peak hour traffic and can influence neighboring land

uses and transportation characteristics. The site selections of these types of facilities require careful consideration of the future traffic signal placement and traffic progression along WIS 50. Figure 2 shows the continuous cause and effect relationship between land use and transportation.

Figure 2 - Land Use & Transportation Relationship



2.2 *Increasing Traffic, Safety, and Operational Issues*

Increasing Traffic

2008 traffic volumes on WIS 50 range from 24,800 Average Annual Daily Traffic (AADT) to 32,600 AADT.

Forecasted average volumes are anticipated to increase to between 9,300 and 13,450 AADT by 2039 under present trends in development. This represents an anticipated average increase of over 39 percent over the next 30 years. Projected traffic growth percentages for specific corridor segments are shown in Table 1.

Table 1 - Traffic Volumes

Location	2008 AADT	2039 AADT	% Growth
I-94 - 120th Ave	28300	39100	38%
120th Ave - 104th Ave	26400	36600	39%
104th Ave - 94th Ave	24800	36300	46%
94th Ave - STH 31	31700	45150	42%
STH 31 - 60th Ave	32600	45100	38%
60th Ave - 45th Ave	29300	38600	32%
45th Ave - 43rd Ave	27000	37900	40%

Safety

Crash Rate

Tables 2 and 3 summarize the crash data by dividing the mainline into 7 segments. Crash data is displayed for both 2005 (Table 2) and 2008 (Table 3). The crash rates were computed for the years 2005 and 2008 because these years correspond to the same years that actual mainline traffic volumes were counted. Crash rates were then compared to the statewide average crash rate for "large urban divided highways." Several of the segment crash rates exceeded the statewide average crash rates for similar urban corridors.

Table 2 – 2005 Crash Data

Segment	Length (miles)	2005 Crash Total	2005 AADT	Segment Crash Rate	% Above Statewide Urban Crash Rate Average of 326
I-94 - 120th Ave	0.12	40	29400	3106	853%
120th Ave - 104th Ave	0.82	11	27500	134	Below
104th Ave - CTH H	1.00	21	27100	212	Below
CTH H - STH 31	1.37	68	31300	434	33%
STH 31 - 60th Ave	0.36	23	33000	530	63%
60th Ave - 51st Ave	0.61	49	29700	741	127%
51st Ave - 43rd Ave	0.43	9	24250	236	Below

Table 3 – 2008 Crash Data

Segment	Length (miles)	2008 Crash Total	2008 AADT	Segment Crash Rate	% Above Statewide Urban Crash Rate Average of 326
I-94 - 120th Ave	0.12	21	28300	1694	420%
120th Ave - 104th Ave	0.82	20	26400	253	Below
104th Ave - CTH H	1.00	25	24800	276	Below
CTH H - STH 31	1.37	55	31700	347	6%
STH 31 - 60th Ave	0.36	20	32600	467	43%
60th Ave - 51st Ave	0.61	31	29300	475	46%
51st Ave - 43rd Ave	0.43	6	27100	141	Below

Access Points

Each access point creates potential conflicts between through traffic and traffic using that access. Each conflict is a potential crash. There is a relationship between the number of crashes and the number of access points according to a study conducted by the Federal Highway Administration (see Figure 3). According to the study, as the number of access locations increase along a highway, the rates of crashes also increase. Further, poorly located access either too close to intersections or inadequately spaced from other access points contributes to more crashes.

Figure 3 - Relationship between Access Points and Crash Rates

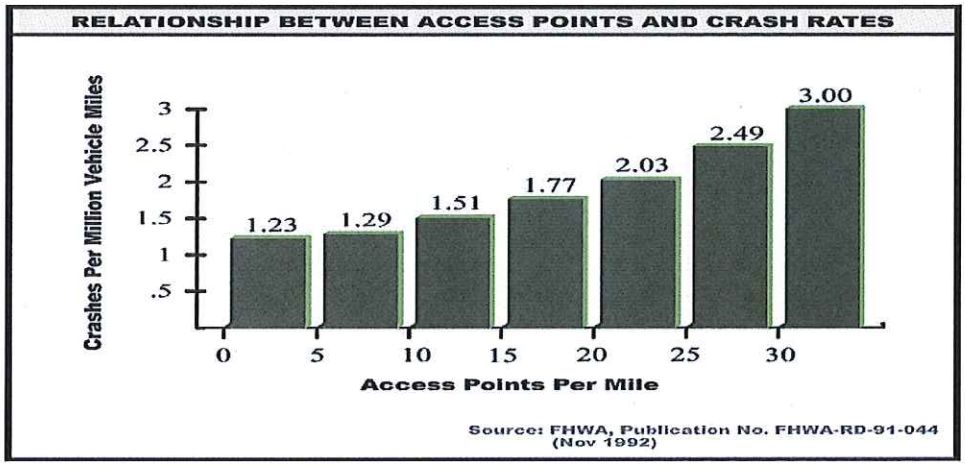


Figure 4 shows the introduction of 11 conflict points for every driveway introduced on a 4-lane roadway.

Figure 4 - Four Lane Roadway with One Driveway (11 conflict points)

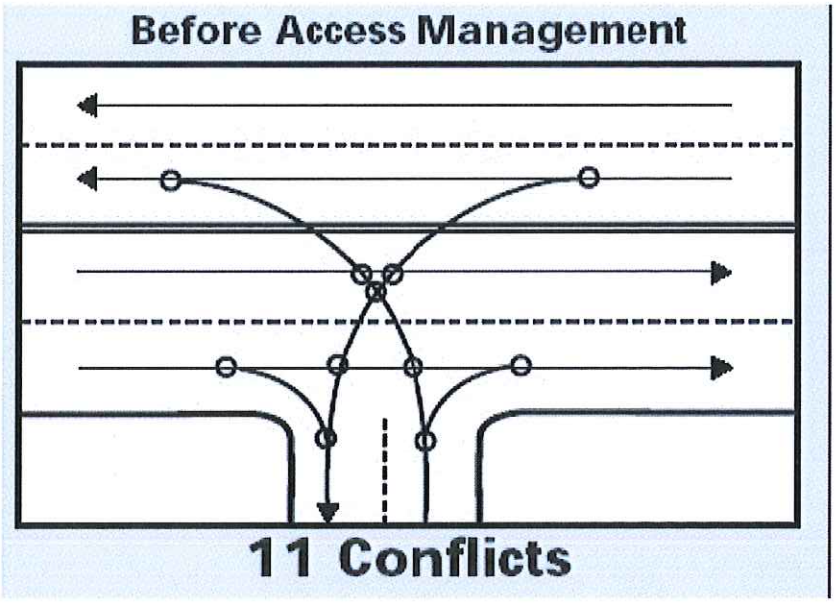
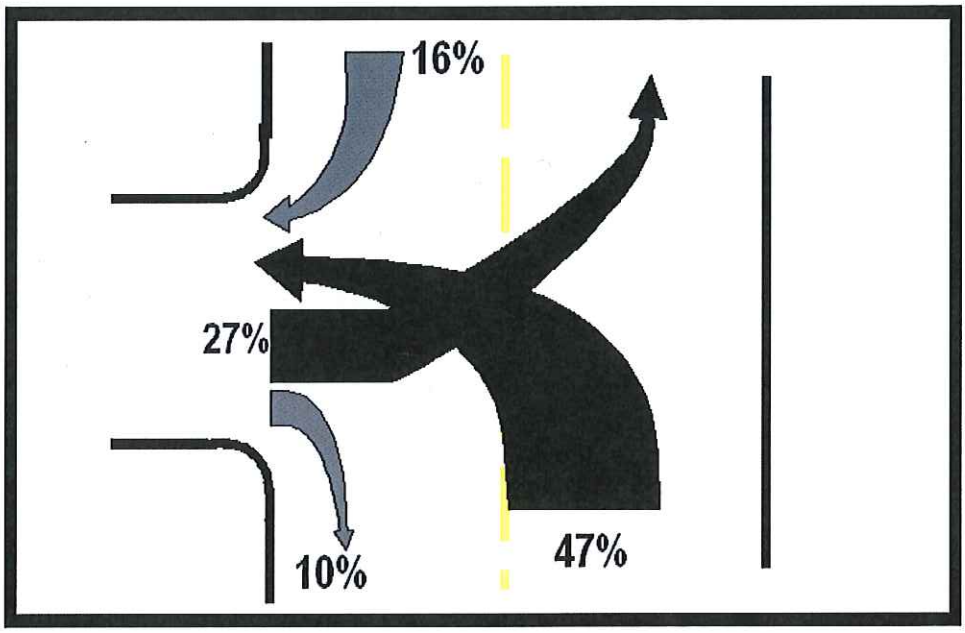


Figure 5 shows the percentage of driveway crashes per type of movement. Nearly half of all crashes occur when drivers attempt a left turn into the driveway if the mainline facility is undivided or has inadequate left turn storage. Over a quarter of the crashes occur maneuvering the left turn out of the driveway.

Figure 5 - Percent of Driveway Crashes by Movement



Eliminating the left-out maneuver from driveways requiring a right-out only and U-turn maneuver at the next available median opening has shown a 27% reduction in injury fatalities.

Operational Issues

As traffic volumes increase without proper improvements to the highway, congestion (user delay) and safety issues (number of crashes) increase. As congestion increases, driver frustration and perception that the facility is "difficult to drive" also increases. Drivers will change their "destination" to seek more convenient, faster or safer routes to obtain the same services. In addition to longer commute times, higher fuel consumption and pollutant emissions result from congested roadways.

Congestion also affects the efficiency of most commercial businesses. Delay and inconvenience to customers and deliveries affect the direct profits and success of most businesses.

If traffic congestion on the transportation network is not managed properly, the economic vitality of the area will decline and not be attractive to new developments. Some existing businesses may choose to economically disinvest in the corridor and seek higher quality transportation facilities and communities.

2.3 *Improved Intergovernmental Coordination*

Successful implementation of this Access Management Vision is dependent upon intergovernmental commitment to the "common vision" and coordination.

By permit authority, WisDOT will have the ability to remove, relocate or adjust any access or median opening if deemed unsafe to the transportation facility.

The local communities have permit authority to review and approve planned land use, re-developments and new developments. By permit authority, local communities will also have the ability to require cross-access easements and shared driveways conditions.

Both, local communities who control land use and WisDOT who is responsible for WIS 50 need to work together to establish and maintain a safe, efficient and economically viable corridor long into the future.

The key to success is to review the vision in combination as each development request or access request is received and come to a mutual intergovernmental agreement for any vision changes.

2.4 *Common Long-range Corridor Vision*

A function of the access management vision is to provide a "common vision" for this corridor. Since two communities lie within the corridor, having a common vision with the Department will insure a consistent application of access management principles that will provide regional mobility.

Regional mobility is important to the businesses adjacent to WIS 50 because their customers, deliveries and employees will be arriving from an array of regional origins, not any one particular community. A poorly planned congested area will impact upstream and downstream communities similar to a clog in a pipe.

Further, expectations and requirements of a developer should be consistent within a regional area, therefore making it important to the success of the vision that community decisions compliment the decisions made by other communities within the prevue of the "common vision."

3.0 Access Management Techniques and Strategies

It is anticipated that elements of the vision would be implemented in an incremental approach over time as land uses and access needs change or when improvements are made to WIS 50.

Coordinated implementation of the techniques and strategies is the key component to the overall success of the vision. For some recommendations, such

as providing alternate routes for circulation, or allowing temporary access to side roads may fall under multiple local jurisdictions.

There are four primary areas of focus for the strategies included within the vision:

- Location of existing and future signalized intersections for traffic progression
- Location of un-signalized intersections (future median opening locations)
- Private access to WIS 50
- Local Network for circulation

3.1 Signalized Intersections and Traffic Progression

The demand for additional traffic signals usually increases as traffic volumes increase. In order to preserve mobility, maintain traffic progression, and meet intersection control needs, the optimum spacing of traffic signals should be spaced one-half mile apart. This spacing may be adjusted due to speed during the detailed design stage and will allow future signals to be interconnected so travel through the system will occur with fewer stops and delay. Progression is difficult to obtain with greater distances and operate undesirably for closely spaced intersections. Table 4 shows general guidelines for intersection spacing.

Table 4 - General Access Criteria

STH 50 Access Management Plan *General Access Criteria For Retrofit Situations*				
		Median Condition		
Intersecting Facility Type	**Signal**	**Full Access**	**Restricted Access**	**Closed Access**
Single Use Private Driveway	No	No	No	Allowable
Shared Private Driveway/Cross-Access	No	No	Allowable	Allowable
Private Road	No	No	Allowable	Allowable
Public Street - Cul-de-Sac (no circulation)	No	No	Allowable	Allowable
Public Street - Local	No	Allowable	Allowable	Allowable
Public Street - Collector	Allowable	Allowable	Allowable	No
Public Street - Arterial	Allowable	Allowable	No	No
	1/2 Mile	**1/4 Mile**	**1/8 Mile**	**None**
	Generalized Spacing Criteria			

**Minimum distance from the functional area of a median opening is 200 ft.*
**Minimum distance from the functional area of an intersection is 500 ft.*

3.2 Un-Signalized Intersections (median opening locations)

The optimum location for un-signalized intersections is one-quarter mile (when half-mile is used for signal spacing). This spacing allows for the proper development of the intersection influence area that includes the storage bays for each turning movement.

A four-leg intersection is desirable over offset T-type intersections because all movements onto local roads can be accommodated at one location more efficiently than at two closely spaced locations. As traffic increases, the offset T-type intersections experience a higher risk of crashes as the number of vehicles entering the intersection increases and close spacing restricts the proper length of turning storage bays. For this reason, as traffic increases on WIS 50 the only option available may be to limit one of the intersections to right-in/right-out movements if operational or safety problems arise.

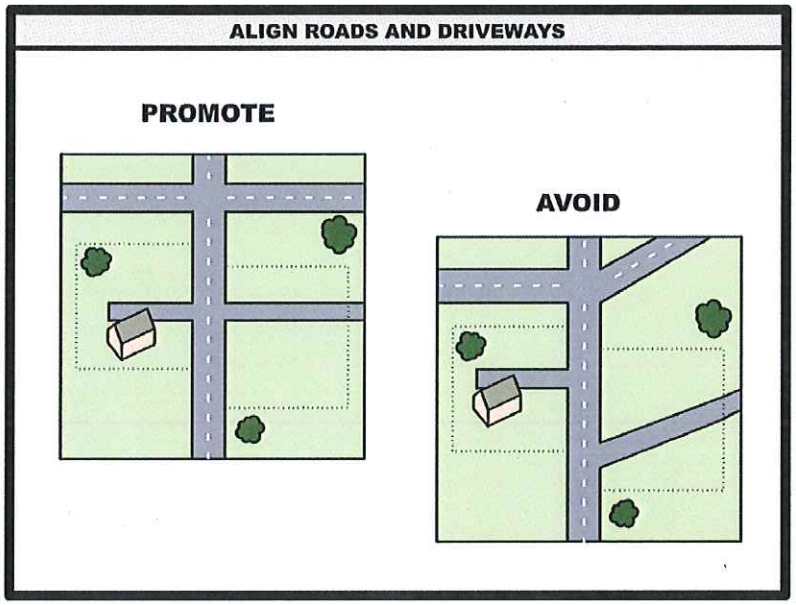
Another consideration for intersection spacing is when the facility is expanded to a divided 4-lane facility. Proper intersection spacing will ensure proper median opening spacing and safe U-turn opportunities.

Strategies to address intersections with public streets include:

- Realign offset T-type intersections if possible.
- Relocate existing local road connections to optimum spacing guidelines where possible.
- Locate new local road connections at optimum spacing guidelines
- Require cross access easements for all properties between intersection locations

Figure 6 shows desired intersection and driveway alignment.

Figure 6 – Align Roads and Driveways



3.3 *Private Access*

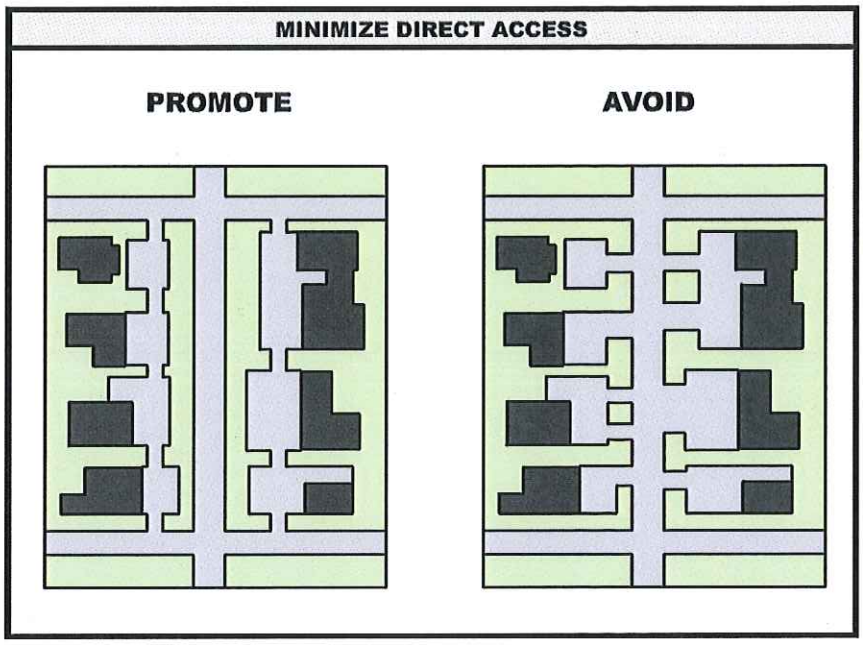
Direct access to WIS 50 should be minimized for the following reasons:

- Narrow lot sizes result in closely spaced driveways; large lot sizes often request multiple driveways.
- Median openings may not be allowed at driveways when facility is expanded.
- Left turn maneuvers into and out of driveways account for 75% of all crashes at a driveway.

Strategies to address numerous access points along WIS 50 include:

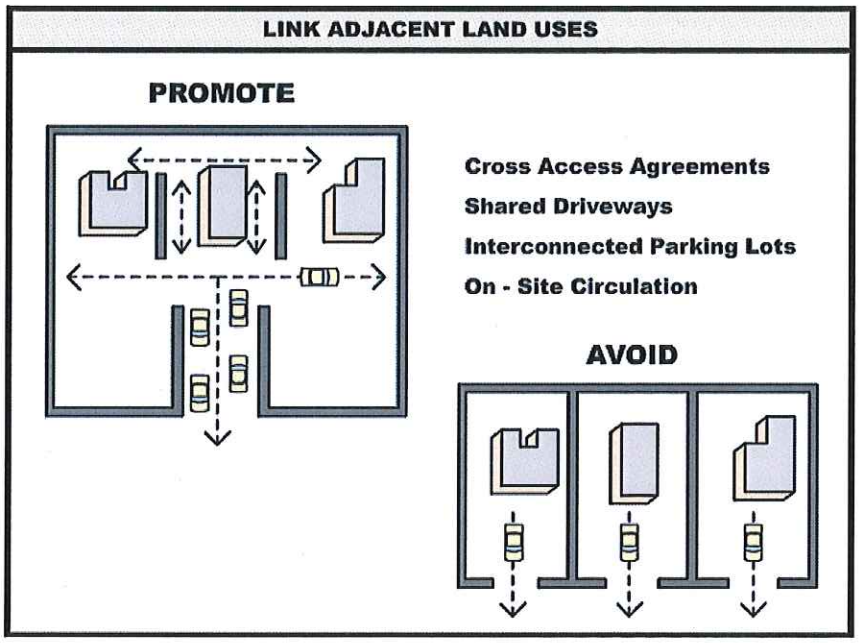
- Remove excess driveways for lots with multiple access points.
- Relocate driveways to increase spacing or to lower function roadways.
- Consolidate driveways for combined lots.
- Promote shared driveways between lots to consolidate large access points.
- Require cross access easements to enable multiple properties to use the same driveway.

Figure 7 - Minimize Direct Access



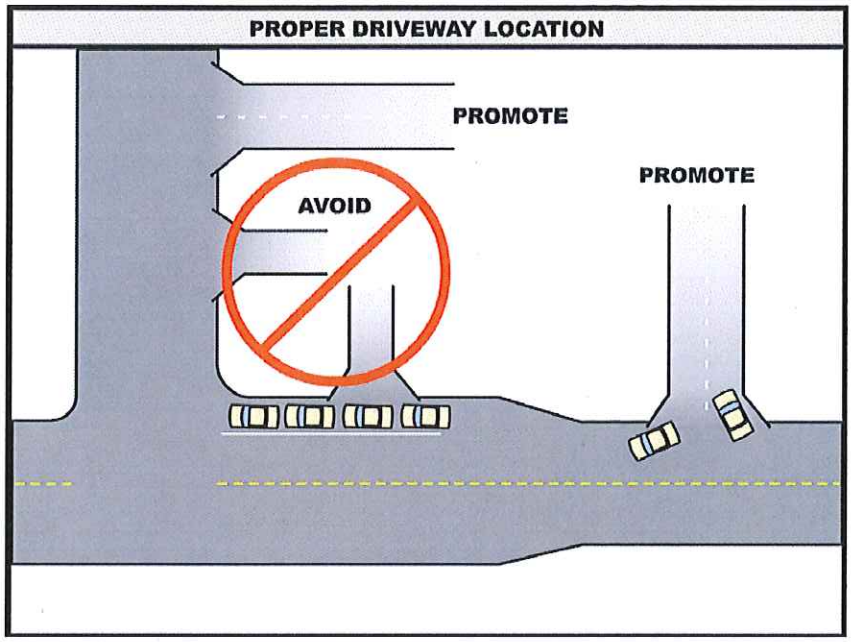
As shown in Figure 7, driveways could be relocated and/or promoted in future developments for placement on local roads. Access to the state highway would be limited to intersections with public streets. The reduction in the number of direct access points allows more efficient use of roadway and promotes greater separation of intersections.

Figure 8 - Link Adjacent Land Uses



In the case of shared-access or cross-access agreements, multiple parcels share a common access point. Access to each property is achieved through an interconnected parking lot system or other method of on-site circulation (see Figure 8). This solution reduces direct access driveways if the creation of new local roads is not possible. The movement of circulation off of the state highway and onto adjacent properties is achieved through local zoning and subdivision ordinances.

Figure 9 - Proper Driveway Location



Driveways located close to an intersection can pose safety and operational issues for the intersection (see Figure 9). These driveways should be relocated further from the intersection where possible to eliminate conflicts between vehicles entering the intersection and those using the driveway. These driveways can pose safety hazards from vehicles making left turns into the driveways too close to the intersection. In addition, it may be difficult for drivers to determine if a vehicle is entering the intersection to execute a turn, or if the vehicle is entering the driveway. For vehicles wishing to exit from a driveway that is too close to the intersection, they often must track several movements within the intersection to determine a safe opportunity to make a left-turn out of the driveway.

The state's Access Management Plan (SAMP), categorizes the state trunk highways into five access tiers (1, 2A, 2B, 3, and 4). The SAMP provides guidelines of future access management goals for each state trunk highway.

The five access types are defined as ranging from a high degree of access control or a tier 1 (state trunk highways that maximize Interstate or statewide mobility goals, such as I-94) to state trunk highways with a balance between mobility and access on tier 4 routes (for example, WIS 32 from WIS 100 to the City of Milwaukee). Guidelines for access types are outlined on Table 5.

Table 5 - SAMP Tier Guidelines

Goal for Access and Traffic Movement	Type of New Access Allowed
Tier 1 - maximizes Interstate/Statewide traffic movement	• Interchanges • Locked/gated driveways for emergency vehicles • On an interim basis – isolated field entrances
Tier 2A - maximizes Interregional traffic movement	• At-grade public road intersections, with some interchanges possible at higher volume routes • Locked/gated driveways for emergency vehicles • On an interim basis – isolated entrances
Tier 2B – maximizes Interregional traffic movement	• At-grade public road intersections • Lower volume residential, commercial, and field
Tier 3 - maximizes Regional/Intra-urban traffic Movement	• At-grade public road intersections • Higher volume residential, commercial, and field
Tier 4 - Balances traffic movement and property Access	• All types, provided they meet safety standards

The current SAMP shows the existing WIS 50 from I-94 to WIS 31 as a Tier 2A and from WIS 31 to 43rd Avenue as a Tier 4.

Tier 2A has specific guidelines which include:

Existing Access:

- Access primarily by at-grade public intersections, with some interchanges possible at higher volume roads.
- Existing widely spaced, extremely low volume (generally < 50 AADT) private, residential/field access or emergency service may be allowed, if no reasonable alternative or opportunity to obtain such exists, and a long-term plan is in place for removing existing access as opportunities arise.

New Access:

- Access primarily by at-grade public road intersections, with some interchanges possible at higher volume roads.
- No at-grade intersections within one mile of interchange entrance ramps.

Tier 4 has specific guidelines which include:

Existing and New Access:

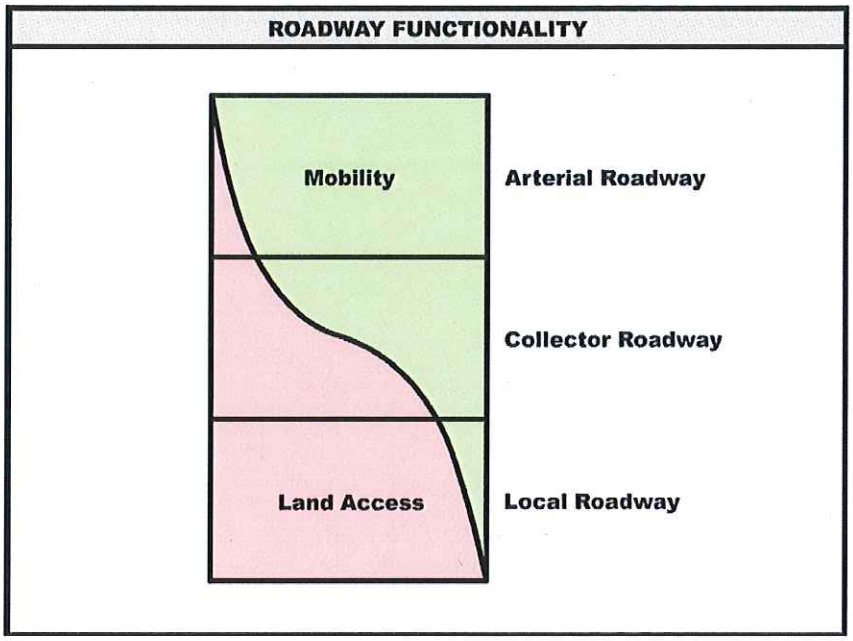
- Public and private access roads spaced for safe operation, and meeting departmental/operational standards for safety.

3.4 Local Circulation

The transportation system is designed to accommodate the existing land use. As investments are made to change the land use, investments need to be made to expand the transportation infrastructure to support the new land use.

A local transportation system should be developed that is balanced according to the desired function of the roadway. There are three primary functions that roadways perform including providing mobility, providing access, or acting as a transition between roadways that provide access and those that provide mobility (see Figure 10).

Figure 10 - Roadway Functionality



Roadways that provide the function of mobility are classified as arterial roadways. These roadways have minimal direct access and operate at higher speeds for mobility (45 mph or greater).

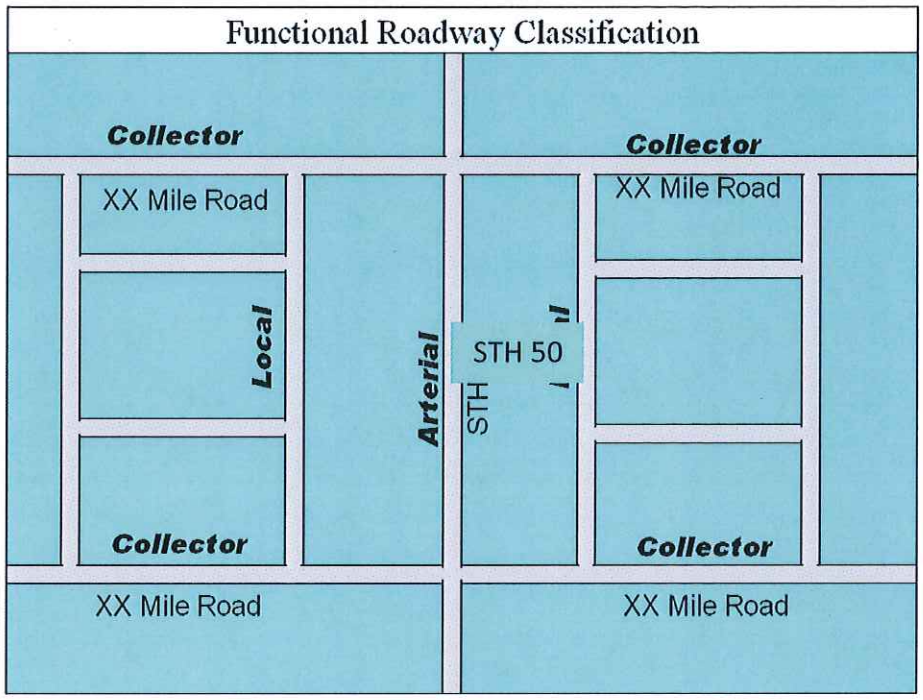
Roadways that provide the transitional function between land accessibility and mobility are classified as collector roadways. These roadways allow more access than arterials and operate at lower speeds than arterials (35 to 40 mph).

Roadways that provide the access function are classified as local roadways. These roadways allow access to adjacent properties and operate at low speeds (25 to 30 mph).

The most desired transportation network needs to satisfy both functions and thereby needs to have all three types of roadways for system that will operate efficiently and safety long into the future.

If all three types of roadways are not in a network, then the roadways do not operate as intended and degraded operations prevail. Examples of degraded facilities are plenty and if possible are costly to remedy. In most cases, the length of congested periods increase annually and safety and inconvenience issues expand.

Figure 11 - Functional Roadway Classification



As Figure 11 shows, WIS 50 should operate as an arterial roadway allowing minimal access and traffic operation at high speeds of 45 to 55 mph. Therefore, the consideration where possible to plan and develop a local road network will satisfy future land use changes and will compliment the collector and arterial system already in place in the corridor.

The local road system also provides alternative routes for greater accessibility to land use in the region. The recommendations pertaining to local circulation recognize that this issue lies outside of WisDOT jurisdiction and falls under local community jurisdiction.

The local circulation routes presented in this vision fall under one of two strategies:

- Local circulation routes shown on the vision are conceptual recommendations rather than location specific. For example, local circulation that provides parallel connectivity for short trips should be provided if possible. However, the exact method (cross-access agreement or new public road) and the exact location of those routes need to be determined by the respective local unit of government.
- Connections of proposed local circulation routes with WIS 50 and/or the existing local street system are location specific. These connections are shown in their recommended locations on the vision.

The benefits of providing a local transportation system include:

- Providing an alternative to WIS 50 for local trips will enable WIS 50 to function as an arterial roadway. Competition for highway capacity will reduce the ability of the roadway to provide efficient regional transportation.
- Providing opportunities to relocate existing driveways to lower function roadways as land develops or converts to a higher use (see Figure 12).
- Providing multiple choices for vehicles, bikes, and pedestrians to get from one destination to another. Implementation of an interconnected local transportation system enhances the ability of emergency responders to access crashes during peak traffic periods (see Figure 13, Transportation System).

Figure 12 - Access Management

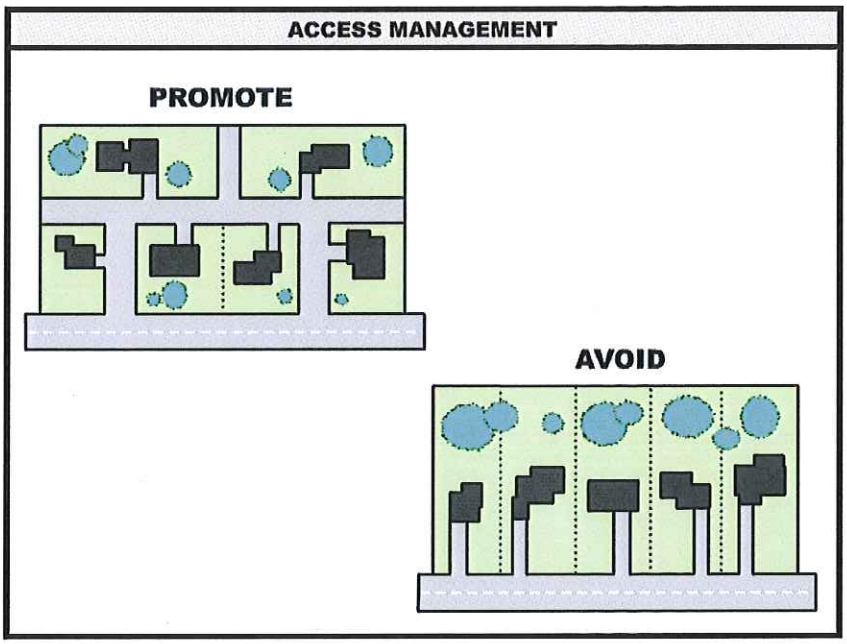
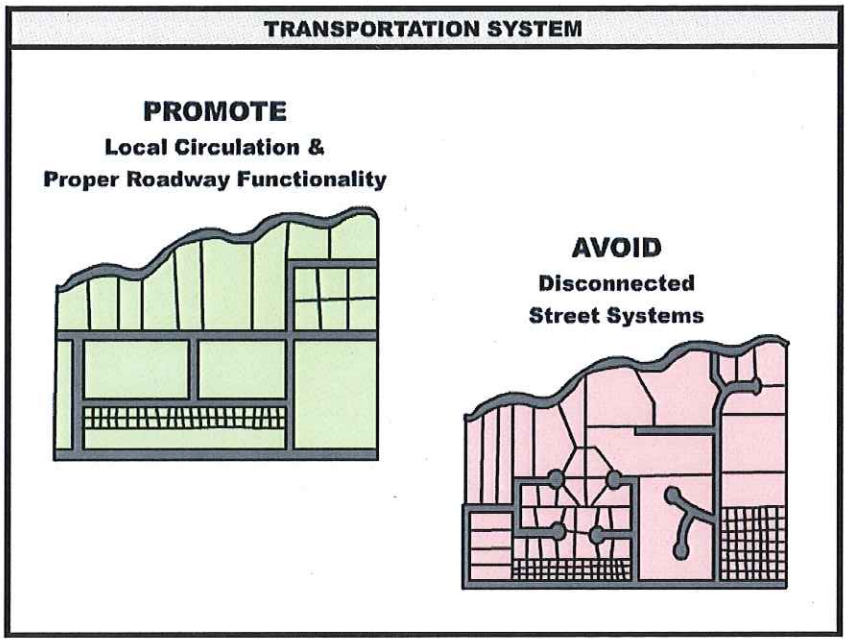


Figure 13 - Transportation System



In summary, minimizing the number of curb cuts, consolidating driveways, constructing landscaped medians (where appropriate), and coordinating internal site circulation and parking among several businesses results in a visually pleasing and more functional corridor. Using these techniques will protect the investment of existing businesses, the public investment in the roadway and can help attract new investment into the area.

4.0 Memorandum of Understanding

The signing of the "Memorandum of Understanding" acknowledges the participation of all communities in the development of the plan and signifies a "good faith partnership" to work together as future land use, access and transportation decisions need to be made along WIS 50.

Division of Transportation
System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Scott Walker, Governor
Mark Gottlieb, Secretary
Internet: www.dot.wisconsin.gov

Memorandum of Understanding

RE: WIS 50 Access Management Vision (I-94 to 43rd Avenue) **January 2012**

The purpose of the WIS 50 Access Management Vision is to provide WisDOT and the local units of government a unified, long-range access management vision of the corridor. The Vision's intent is to be used as a comprehensive and collaborative tool for evaluation of future access requests as development and redevelopment occurs adjacent to WIS 50. The Vision will also provide a guide to local officials to determine the optimum location for developments of differing type, scale and traffic generation.

The Access Management Vision includes strategies and recommendations to:

- Managing existing access
- Managing new access due to new or changing land use
- Managing traffic safety and efficiently as traffic growth occurs
- Planning a supportive local road network
- Improving coordination and cooperation between WisDOT and local units of government

The Vision's development was a result of a collaborative effort with the local communities listed below:

Kenosha County Village of Pleasant Prairie City of Kenosha

By signing this document, your community is agreeing to partner with WisDOT and the other local units of government to implement this Vision whenever possible as future opportunities arise.

_____ _____ _____

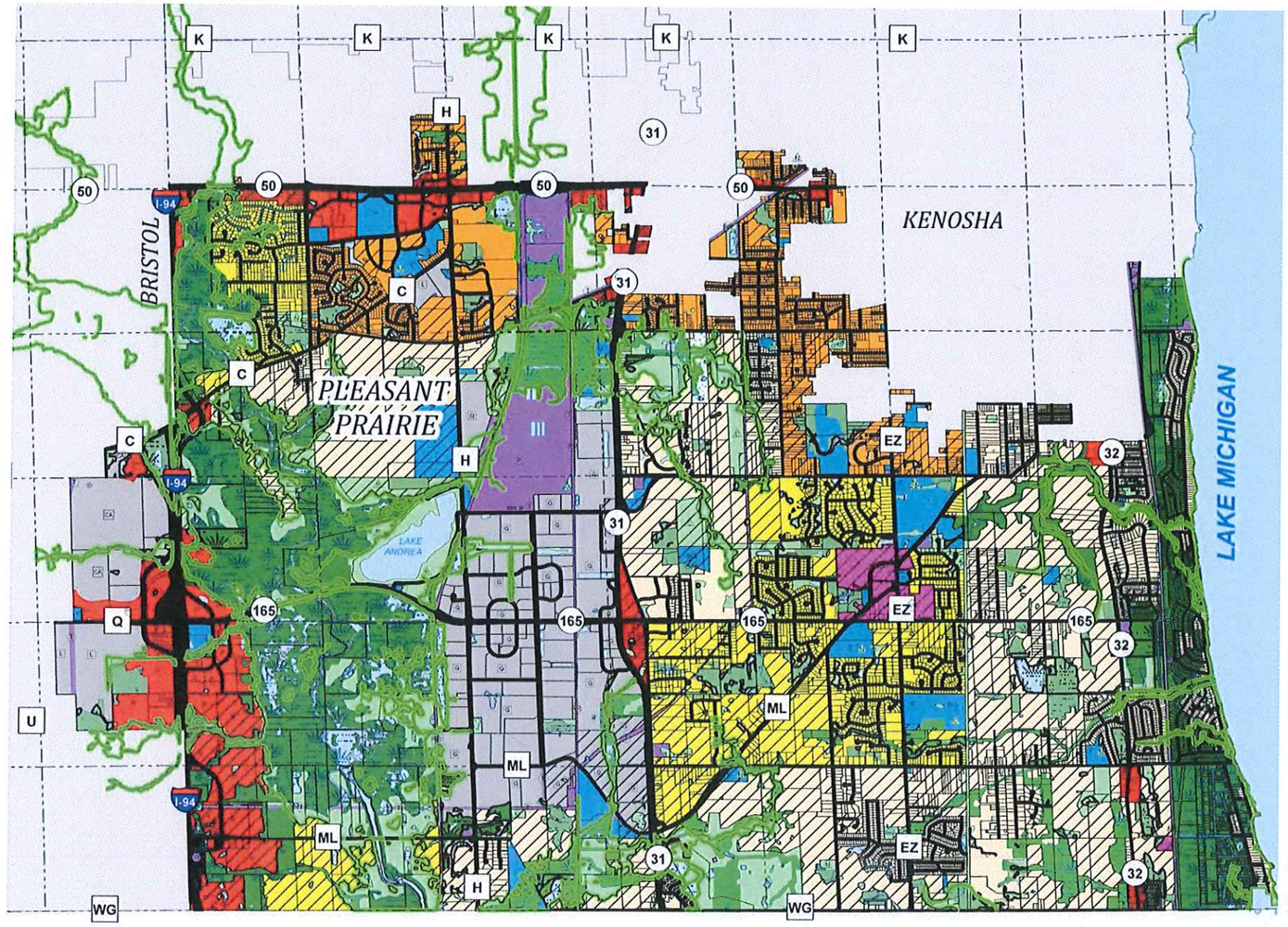
Name *Title* *Date*

5.0 Appendices

5.1 2035 Land Use Plan Maps

5.2 Access Management Project Maps

MAP 9.9
VILLAGE OF PLEASANT PRAIRIE 2035 LAND USE PLAN



RESIDENTIAL LANDS
- LOW DENSITY RESIDENTIAL (19,000 Square Feet Or More Per Dwelling Unit)
- LOW-MEDIUM DENSITY RESIDENTIAL (12,000 To 18,999 Square Feet Per Dwelling Unit)
- UPPER-MEDIUM DENSITY RESIDENTIAL (6,200 To 11,999 Square Feet Per Dwelling Unit)
- HIGH DENSITY RESIDENTIAL (Less Than 6,200 Square Feet Per Dwelling Unit)

MIXED USE LANDS
- VG Village Green Center
- CT Chiwaukee Transit Center

COMMERCIAL LANDS
- N Neighborhood Retail and Service Centers
- C Community Retail and Service Centers
- F Freeway-Oriented Service Centers
- O Freeway Office Centers
- R Freeway-Oriented Regional Retail Centers
- BA-1 PDD-1 Business Area 1 Sub-District
- BA-2 PDD-1 Business Area 2 Sub-District
- BA-3 PDD-1 Business Area 3 Sub-District

OTHER TRANSPORTATION, COMMUNICATIONS AND UTILITIES
- P Pleasant Prairie Power Plant
- L Active Landfill
- RR Railroads
- W Weigh Station
- T Overhead High Tension Wires

GOVERNMENTAL AND INSTITUTIONAL LANDS
- M Municipal Administrative Offices
- F Fire Station
- P Police Station
- H Hospital
- E Public Elementary School
- MS Public Middle School
- S Public Senior High School

PARK, RECREATION AND OTHER OPEN SPACE LANDS
- R Regional Park
- C Community Park
- N Neighborhood Park

INDUSTRIAL LANDS
- L Limited Industrial
- G General Industrial
- CA PDD-1 Core Area Sub-District

Agricultural Lands

ENVIRONMENTALLY SIGNIFICANT AREAS
- Primary Environmental Corridors
- Secondary Environmental Corridors
- Isolated Natural Resource Areas
- Surface Water
- Field Verified Wetlands
- Interpolated Wetlands (2005 WIDNR Final Inventory Maps)
- 100 - Year Floodplain

RIGHTS-OF-WAY
- Existing Rights-Of-Way (September 2009)
- Dedicated but not Constructed Right-Of-Ways (September 2009)
- Urban Reserves (Overlay)

LINEAR FEATURES
- Property Lines

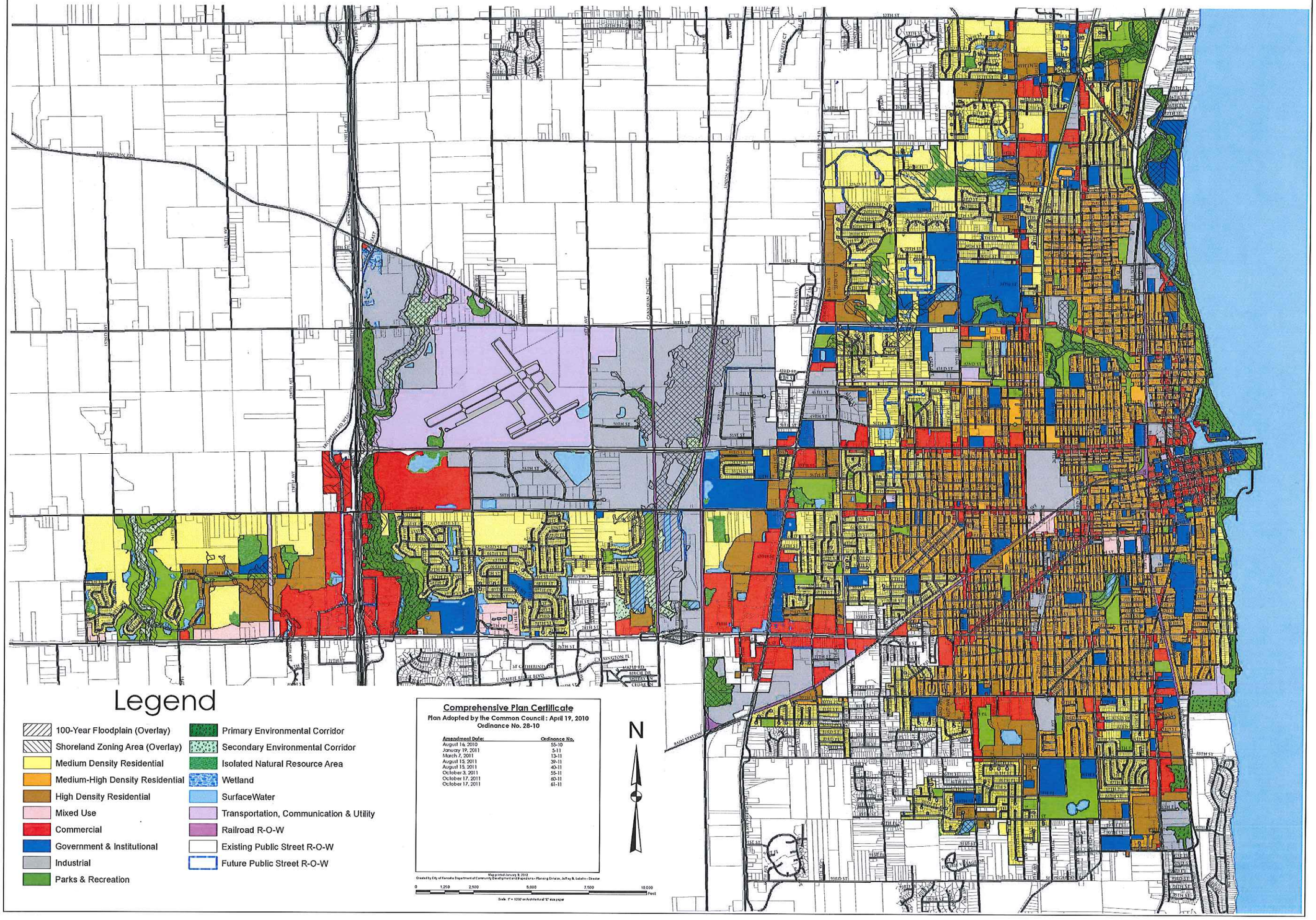
Note: See Appendix 10-3 for Amendments to this Map

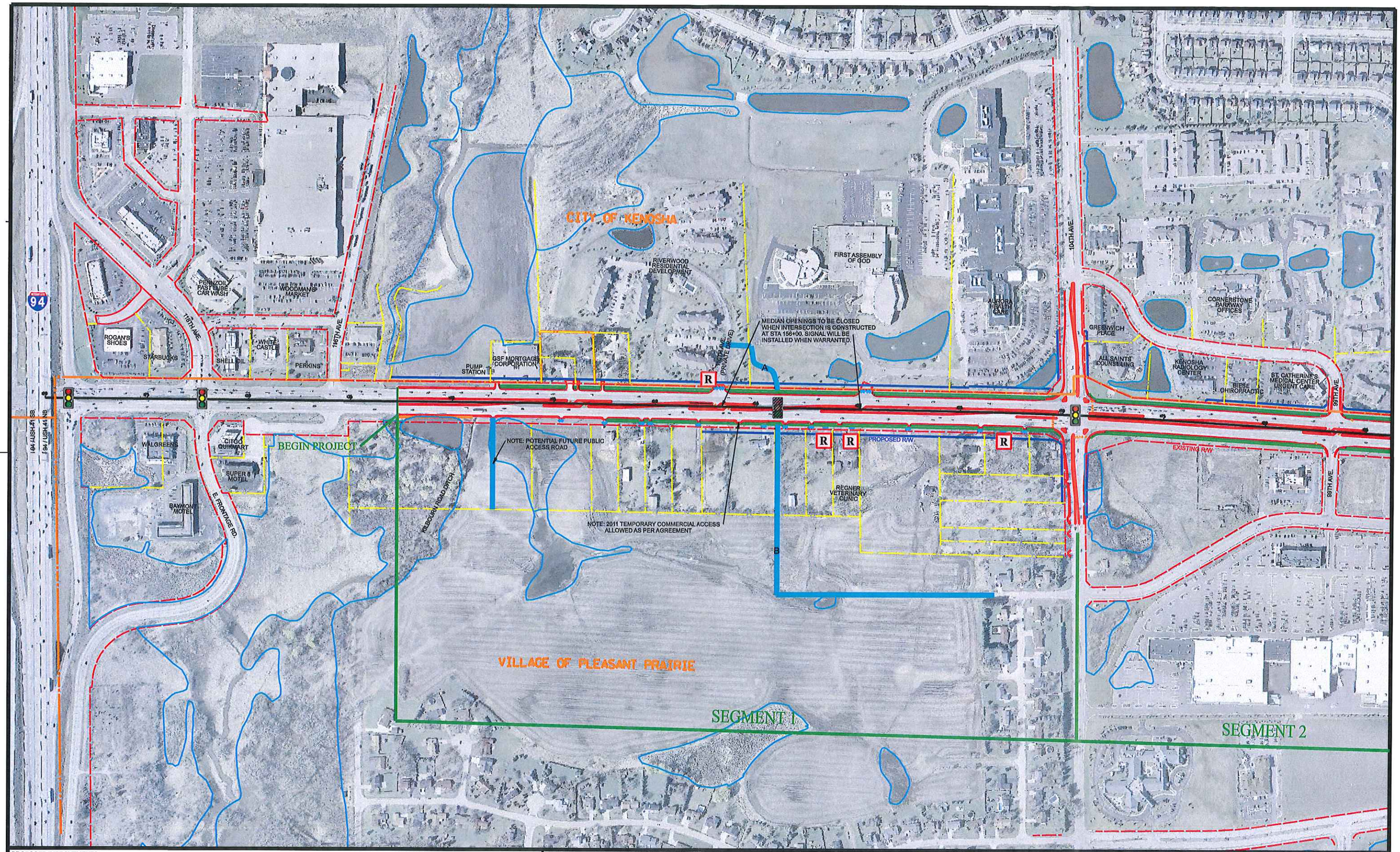
0 1 2 Miles

Source: Village of Pleasant Prairie

Map IX-6

Adopted Land Use Plan for the City of Kenosha Planning Area: 2035





PROPOSED IMPROVEMENTS:

- PROPOSED ISLAND/MEDIAN
- PROPOSED JUGHANDLE
- R DRIVEWAY REMOVED UNDER STH 50 RECONSTRUCTION
- EXISTING SIGNAL
- POTENTIAL FUTURE SIGNAL (WHEN SIGNAL WARRANTS ARE MET)

POTENTIAL FUTURE IMPROVEMENTS:

- POTENTIAL LOCAL ACCESS ROAD (PUBLIC OR PRIVATE)
- XX FUTURE DRIVEWAY CLOSURE (WHEN REDEVELOPMENT OR LAND USE CHANGES)

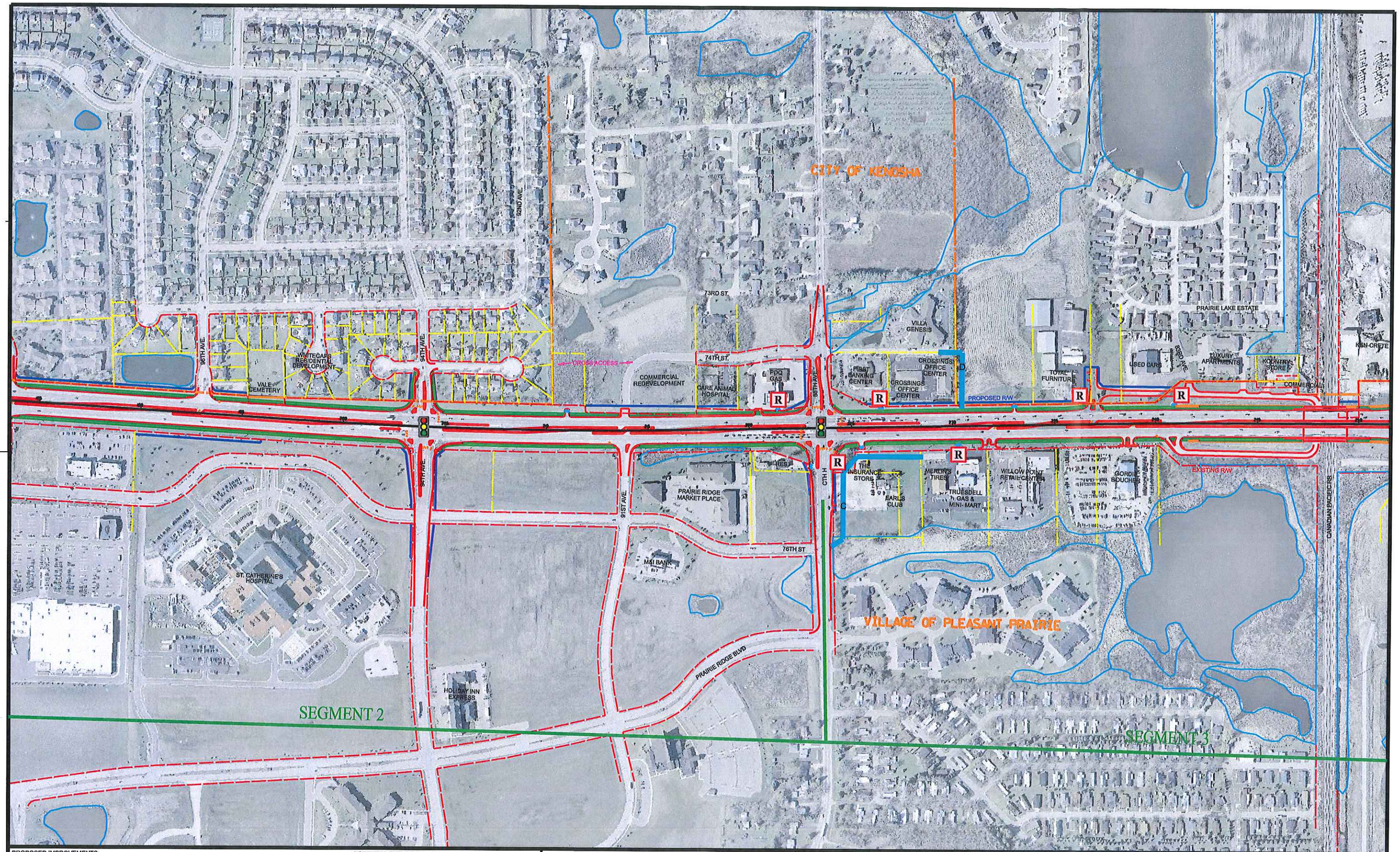
STH 50 ACCESS MANAGEMENT VISION

PAGE 1

STH 50 (75TH STREET) CORRIDOR STUDY
I-94 TO 43RD AVENUE

KENOSHA COUNTY
PROJECT NO: 3230-03-00

JAN 2012



PROPOSED IMPROVEMENTS:

- PROPOSED ISLAND/MEDIAN
- PROPOSED JUGHANDLE
- R DRIVEWAY REMOVED UNDER STH 50 RECONSTRUCTION
- EXISTING SIGNAL
- POTENTIAL FUTURE SIGNAL (WHEN SIGNAL WARRANTS ARE MET)

POTENTIAL FUTURE IMPROVEMENTS:

- POTENTIAL LOCAL ACCESS ROAD (PUBLIC OR PRIVATE)
- FUTURE DRIVEWAY CLOSURE (WHEN REDEVELOPMENT OR LAND USE CHANGES)

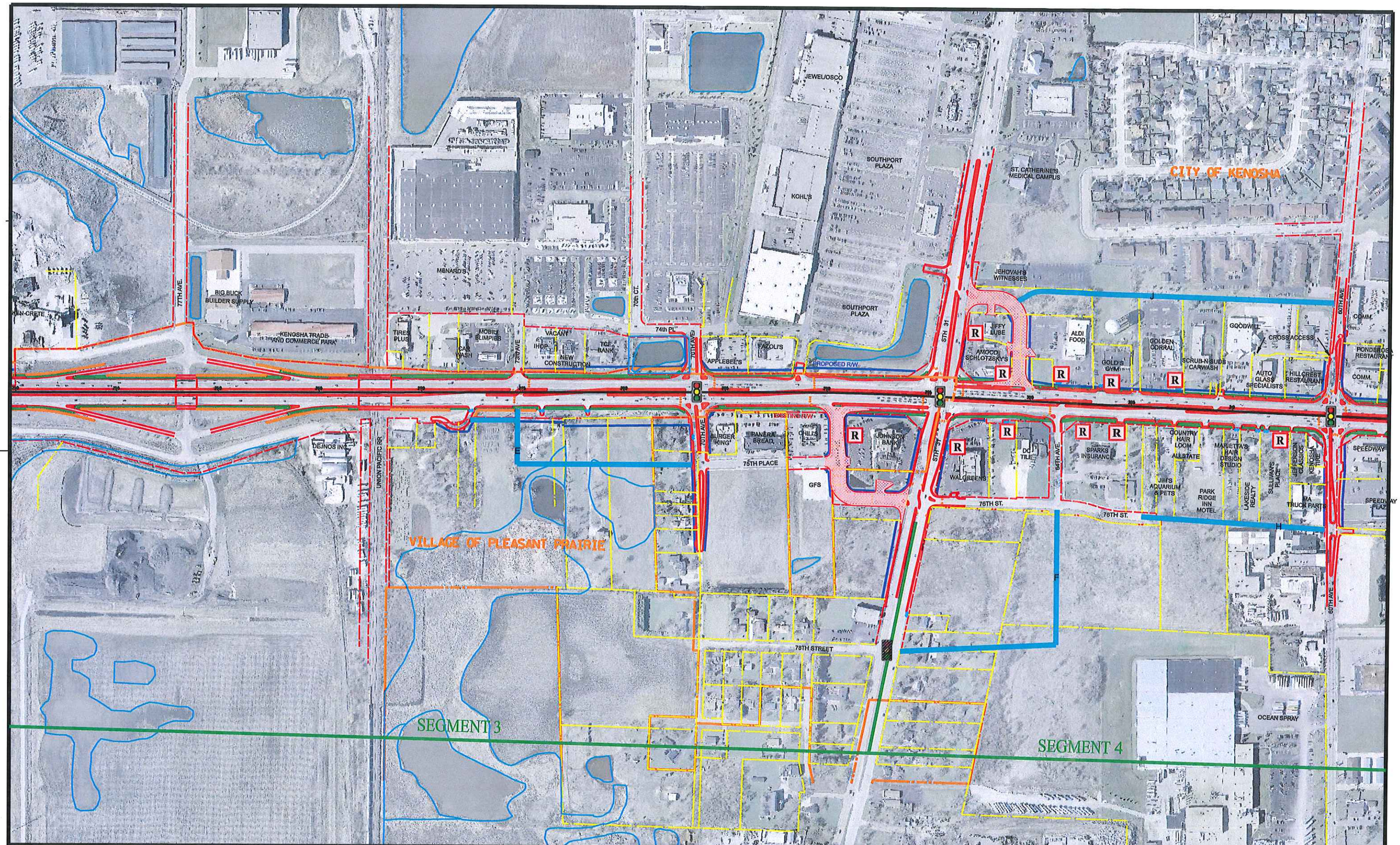
STH 50 ACCESS MANAGEMENT VISION

PAGE 2

STH 50 (75TH STREET) CORRIDOR STUDY
I-94 TO 43RD AVENUE

KENOSHA COUNTY
PROJECT NO: 3230-03-00

JAN 2012



PROPOSED IMPROVEMENTS:

- PROPOSED ISLAND/MEDIAN
- PROPOSED JUGHANDLE
- R DRIVEWAY REMOVED UNDER STH 50 RECONSTRUCTION
- EXISTING SIGNAL
- POTENTIAL FUTURE SIGNAL (WHEN SIGNAL WARRANTS ARE MET)

POTENTIAL FUTURE IMPROVEMENTS:

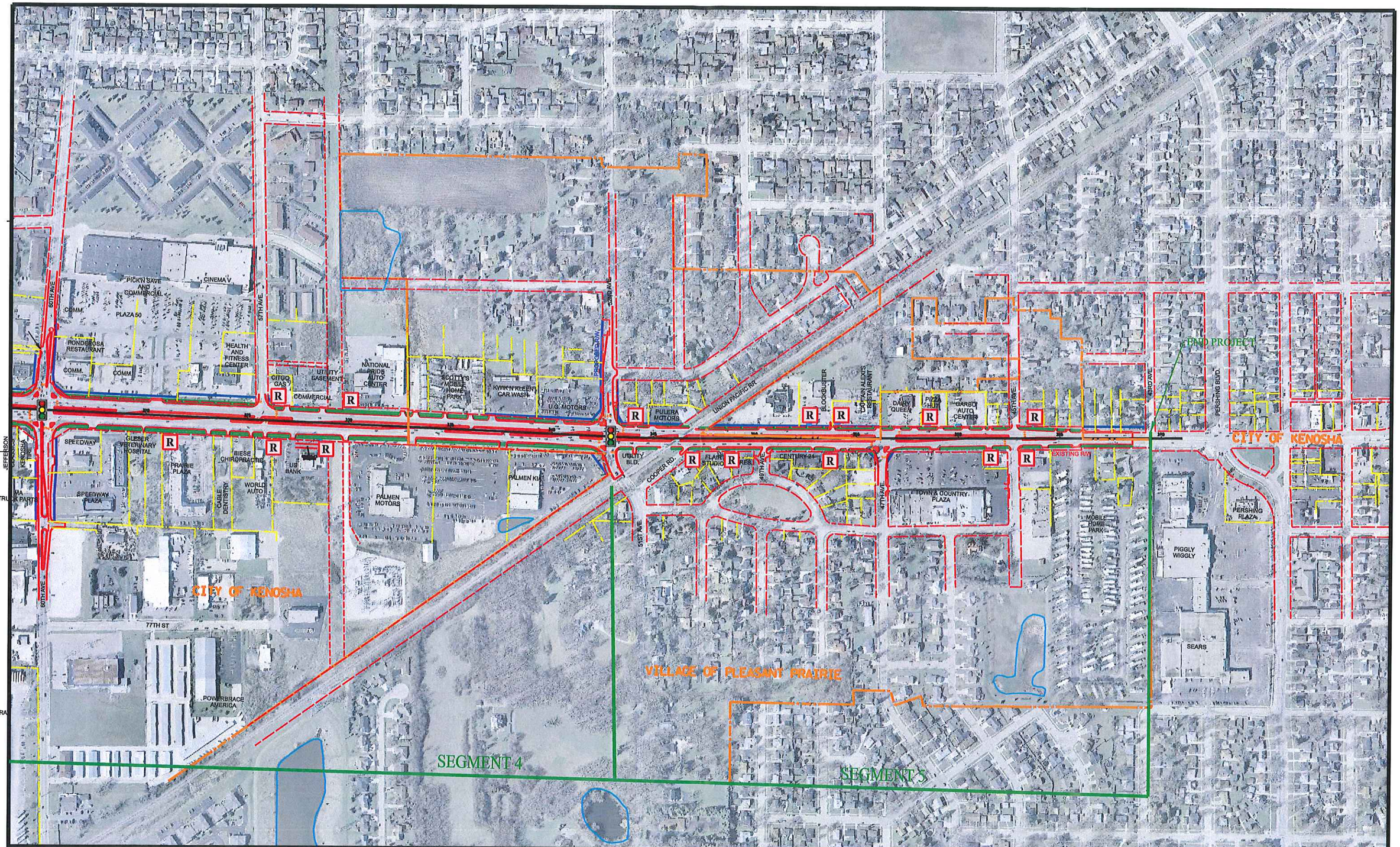
- POTENTIAL LOCAL ACCESS ROAD (PUBLIC OR PRIVATE)
- FUTURE DRIVEWAY CLOSURE (WHEN REDEVELOPMENT OR LAND USE CHANGES)

STH 50 ACCESS MANAGEMENT VISION

STH 50 (75TH STREET) CORRIDOR STUDY
I-94 TO 43RD AVENUE

KENOSHA COUNTY
PROJECT NO: 3230-03-00

JAN 2012



PROPOSED IMPROVEMENTS:

- PROPOSED ISLAND/MEDIAN
- PROPOSED JUGHANDLE
- R DRIVEWAY REMOVED UNDER STH 50 RECONSTRUCTION
- EXISTING SIGNAL
- POTENTIAL FUTURE SIGNAL (WHEN SIGNAL WARRANTS ARE MET)

POTENTIAL FUTURE IMPROVEMENTS:

- POTENTIAL LOCAL ACCESS ROAD (PUBLIC OR PRIVATE)
- XX FUTURE DRIVEWAY CLOSURE (WHEN REDEVELOPMENT OR LAND USE CHANGES)

STH 50 ACCESS MANAGEMENT VISION

PAGE 4

STH 50 (75TH STREET) CORRIDOR STUDY
I-94 TO 43RD AVENUE

KENOSHA COUNTY
PROJECT NO: 3230-03-00

JAN 2012

VILLAGE OF PLEASANT PRAIRIE
PLAN COMMISSION RESOLUTION # 13-01
ADOPTING THE WISCONSIN HIGHWAY 50 ACCESS MANAGEMENT VISION
I-94 to 43rd AVENUE, KENOSHA COUNTY, JANUARY 2012
AS A COMPONENT OF THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, 2035
COMPREHENSIVE PLAN

WHEREAS, the Wisconsin Highway 50 Access Management Vision I-94 to 43rd Avenue, Kenosha County, January 2012 (hereinafter referred to as the "Access Management Vision") is an updated and expanded transportation access management plan to the *1987 Highway Access and Development Plan for Highway 50 between I-94 and 60th Avenue,* which needed to be prepared due to the changes in adjacent land uses and increases in traffic volumes in the State Trunk Highway (STH) 50 corridor; and

WHEREAS, the Access Management Vision's preparation was a result of a collaborative effort between Kenosha County, Village of Pleasant Prairie, City of Kenosha and the Wisconsin Department of Transportation (WI DOT); and

WHEREAS, the purpose of the Access Management Vision is to provide WI DOT and the local units of government with the guidance for a unified, long-range access management vision of the STH 50 corridor; and

WHEREAS, the Access Management Vision's intent is to be used as a comprehensive and collaborative tool for evaluation of future access requests and intersection signal installations as development and redevelopment occurs adjacent to STH 50; and

WHEREAS, the Access Management Vision also provides a guide to local officials to determine the optimum location for developments of differing land use, scale and traffic generation; and

WHEREAS, the Access Management Vision includes strategies and recommendations for managing existing public and private driveway access, managing new access due to new or changing land uses, managing traffic safety and efficiency as traffic growth occurs, planning supportive adjacent local road networks and improving coordination and cooperation between WI DOT and local units of government; and

WHEREAS, the Access Management Vision has been reviewed and agreed to by the WI DOT, the local units of government, and in particular the Village; and

WHEREAS, the Access Management Vision is intended to be a component of the Village Comprehensive Plan and the Comprehensive Plan shall be consistent with other Village adopted plans and amendments to such plans; and

WHEREAS, on December 12, 2012 the required 30-day notice was published in the Kenosha News related to the January 14, 2013 public hearing held by the Village Plan Commission for the Access Management Vision.

NOW THEREFORE, BE IT RESOLVED, that pursuant to Sections 62.23 (3) (b) and 66.1001 (4) (b) of the Wisconsin Statutes, the Village of Pleasant Prairie Plan Commission hereby approves the *Wisconsin Highway 50 Access Management Vision 1-94 to 43rd Avenue, Kenosha County, January 2012* (***Exhibit 1***) as a component to the Village's Comprehensive Plan.

BE IT FURTHER RESOLVED that the Plan Commission does hereby recommend that the Village Board of Trustees enact an Ordinance adopting said Access Management Vision as a Plan Component of the *Village of Pleasant Prairie, Wisconsin, 2035 Comprehensive Plan*.

Adopted this 14th day of January, 2013.

VILLAGE OF PLEASANT PRAIRIE

Thomas W. Terwall
Plan Commission Chairman

ATTEST:

Donald Hackbarth
Secretary

Date Posted: 1-15-13