

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
November 4, 2013
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – October 21, 2013
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. New Business
 - A. Consider Land Lease Agreement between the Village and Cellco Partnership d/b/a Verizon Wireless for a cellular site near the Graystones Subdivision.
 - B. Consider Ordinance #13-52 to amend Chapter 146 of the Municipal Code relating to Christmas Tree License fees.
 - C. Consider Ordinance #13-53 to amend Chapter 214 of the Municipal Code relating to Licenses and Permits.
 - D. Consider Operator License Applications on file.
8. Village Board Comments
9. Adjournment

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY**

**9915 - 39th Avenue
Pleasant Prairie, WI
October 21, 2013
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, October 21, 2013. Meeting called to order at 6:00 p.m. Present were Village Board members Monica Yuhas, Steve Kumorkiewicz and Mike Serpe. John Steinbrink was excused and Clyde Allen was absent. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Mike Spence, Village Engineer; Sandro Perez, Inspection Superintendent; Dan Honore, IT Director; Carol Willke, HR and Recreation Director and Jane M. Romanowski, Village Clerk. Two citizens attended the meeting.

(Note: The cordless microphone at the podium was not working properly so some of the discussion was inaudible).

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - SEPTEMBER 30 AND OCTOBER 7, 2013**

SERPE MOVED TO APPROVE THE MINUTES OF THE SEPTEMBER 30 AND OCTOBER 7, 2013 VILLAGE BOARD MEETINGS AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

5. PUBLIC HEARING

- A. Consider "Class A" Intoxicating Liquor and Class "A" Fermented Malt Beverage License for H & N Enterprises, LLC for the premises at 4417 75th Street.**

Jane Romanowski:

What we have tonight is the sale of Ayra's just to a new corporation. Harjeet Singh is the agent of the corporation H & N Enterprises, LLC. They're applying for the exact same license that Ayra's has right now, the Class A intoxicating liquor and Class A fermented malt beverage for that property at 4417 75th Street. Currently the name of Ayra's is going to remain. And they know if they change that later on they would have to work with the planning department, and the trade name could be changed at the next renewal. So they're purchasing it actually from the bank. Right now Akil is leasing the property from the bank, but H & N are purchasing the property right directly from the bank.

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So the Police Chief has approved Mr. Singh as agent. The training and residency requirements have been met, and there are no Village account delinquencies. If the Board approves the Class A combination license obviously they'd have to pay the license fees and publication fees. I would need documentation that the property is, in fact, in H & N Enterprise's name so they have control of the premise. And the currently license 13-23 issued to Akil would have to be surrendered. So at this point there's tentative plans if the Board approves that Wednesday Akil will bring in his liquor license, his cigarette license, and then I would issue the other license to H & N with the documentation that the property has been purchased and the payment of the fees. So basically nothing has changed, just putting the liquor license in the name of a new corporation with an agent. I would recommend approval, but it is a public hearing.

Monica Yuhas:

Since this is a public hearing I'll open it up to any comments. Does anyone wish to speak on this item?

Jane Romanowski:

There were no signups tonight.

Monica Yuhas:

Anyone wishing to speak? Anyone wishing to speak? Okay, I'll close the public hearing, and I'll open it up to Board comments.

Michael Serpe:

Is the petitioner here?

Jane Romanowski:

He is, Harjeet, yes.

Michael Serpe:

Would you come forward please? Hi, any experience with running a liquor store in the past?

Harjeet Singh:

[Inaudible]

Michael Serpe:

During your time any liquor law violations?

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Harjeet Singh:

No, sir.

Michael Serpe:

None, okay, thank you.

Monica Yuhas:

And could I have your name and address for the record please?

Harjeet Singh:

My name is Harjeet Singh, and my address is [inaudible].

Monica Yuhas:

Thank you.

Michael Serpe:

Move approval.

Steve Kumorkiewicz:

Second.

Monica Yuhas:

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

SERPE MOVED TO APPROVE THE “CLASS A” INTOXICATING LIQUOR AND CLASS “A” FERMENTED MALT BEVERAGE LICENSE TO HARJEET SINGH, AGENT FOR H & N ENTERPRISES FOR THE PROPERTY LOCATED AT 4417 75TH STREET, SUBJECT TO THE CONDITIONS SET FORTH; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

- 6. 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.)**

Jane Romanowski:

Dick Ginkowski.

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Dick Ginkowski:

Good evening. Dick Ginkowski, 9915 39th Avenue. I'd like to briefly update all of you [inaudible] legislative action [inaudible] earlier this year, and it passed the State Senate unanimously and passed the Assembly 95 to 1. So we are anticipating that that will take effect soon. With the \$5 increase that I ordered on May 1st we anticipate that that will bring in probably about \$50,000 in increased fees next year which should offset what should be requested budget-wise.

My daughter will be having major surgery at the University of Minnesota Transplant Center next month [inaudible]. [Inaudible] virtually everything we have asked for is part of that collection effort [inaudible] maybe \$100 or \$250 here and there. I'm just updated things because of price increases. But other than that the major thing is ADA compliance and taking care of things [inaudible]. So thank you for your cooperation [inaudible].

John Schmidbauer-:

John Schmidbauer with Kueny Architects [Inaudible]. So we appreciate your support and we are here to answer any questions you have when that item comes up.

Jane Romanowski:

There were no other signups tonight.

Monica Yuhas:

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

7. ADMINISTRATOR'S REPORT

Mike Pollocoff:

Madam President, all if have with us tonight is Sandro Perez. He's our new superintendent of building inspection. Today is his first day, and this is his first Board meeting with us. Sandro was previously electrical inspector for the Village, and I know he's going to do a great job for us.

Monica Yuhas:

Congratulations. Looking forward to seeing you on many Monday nights.

Mike Pollocoff:

I can tell he's excited, too.

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Monica Yuhas:

And what a way to start your first meeting with the budget.

8. NEW BUSINESS

A. Presentation of the proposed 2014 General Fund, Capital and Debt budget.

Kathy Goessl:

Good evening. This is the review of the general government budget, the operating, capital and debt service of that budget. I will start out with the operating section of the budget. That's the day-to-day operations. And the budget is when the departments submit it they request new programs that they would like to have, be approved. And this is a listing of the recommended new ongoing programs that the Village Administrator and myself have presented here. The list here totals a little over \$200,000.

First of all we have the public works sign retro replacement program. And this is to replace signs in the Village so they meet a certain reflectability. And this is a federal highway mandate, so we put that toward the top of the list here.

The next program is the police department is to increase overtime, but the actual increase in overtime will be offset by some citation revenue. We're looking at 216 hours of overtime, and it will fund special assignments and operations such as sting operations discussed during the passage of our new escort ordinance. So that's the police one. We're looking at about \$35,000 in revenue which is a very conservative estimate of what we could get in terms of these sting operations.

Court we're looking at converting the part-time court which is also a finance employee to full time. Dick mentioned when he was talking that we were looking at increasing collection efforts in the court, and this position becoming full time would then dedicate their effort for the additional hours they work to working with a collection agency to collect past due citations.

IT we're looking at two new positions for IT. One position was recommended by a study that was done by Baker Tilly back in April of this year, but based on preliminary investigation by the IT director it has been determined that actually two full-time technicians are needed with staggered shifts to provide the support expected and deserved of all Village employees. So these two positions will not just help IT but also help all Village departments.

HR, a part-time HR employee. We're looking at right now there are only two employees in HR, and one is actually more than 50 percent at RecPlex being the director. And this department needs some additional help with all the upcoming regulations and the new healthcare and all that kind of stuff and with the new software we have, too, getting all the records scanned in. So we're looking at a new part-time employee 20 hours per week.

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Fire and rescue to reclassify the assistant chief to deputy chief. Administration this is an annual fee for an open town hall online public forum where citizens can give input into decisions that are being made. IT, backup ISP which is internet service point at RecPlex and at Prange. Right now there's no backup or redundancy at these locations. Therefore, if the internet goes down with police and with RecPlex it's critical that these stay up and that we have a backup plan. Parks replace dead trees throughout the Village \$10,000. This would be 25 trees throughout the Village that have died over the years. CD with the increase in development activity this is a request to add one full-time planning clerk to the department for a little less than \$50,000. These are the ongoing new programming requests that will continue into the future, not just for 2014.

These are two programs that are recommended as one time programs. That means that they'll just be for 2014, and therefore not continue on. The first one is a part-time building sketch technician for the assessing department. The part-time building sketch technician would assist the assessing department to comply with a new Wisconsin Department of Revenue requirement to have digital building sketches for each building by the year 2015. This right is proposed as a position, but it could also be a contracted.

Public works demolish the old Manutronics building and then restore the grounds once the building is torn down. The majority of this cost of \$43,000 is to do with the actual demolishing of the building.

Michael Serpe:

Kathy, could you hold a second? Could we have a further explanation on the building sketch technician. Rocco, can you add something to that? This is kind of upsetting me a little bit, like a lot.

Rocco Vita:

The Department of Revenue is requiring assessors to have all digital information [inaudible]. Most of our attribute data, square footage, bathroom count, bedroom count, ownership is all digitized. Much of the sketches of the dwellings and the commercial -- most of the commercial buildings are digitized, but a lot of the residential development the residential buildings are drawn on paper. Those need to be converted to a digital sketch. So we're methodically going through the year and taking one and putting it into a software program and treating a digital sketch that has advantages, but we have quite a few of them to do. And with everything else that assessors are required to do it just takes more time to do that.

Michael Serpe:

Why would something like this have come forward?

Rocco Vita:

I think it's something that the Department of Revenue has -- it's something they can understand in making assessment records better. They had two dictates digital photos for every property and

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digital building sketches. While digital building sketches are useful, digital photos don't help the assessment product at all but it's something they can understand.

Michael Serpe:

So as the Village progresses we get sketches on every building?

Rocco Vita:

We have sketches on every building, they are not digitized.

Michael Serpe:

Okay, and as the buildings change with improvements or additions, upgrades have to be made, so this will be a constant, constant --

Rocco Vita:

Right, well, upgrades are always made to them anyways. It would just be in a different vehicle. Instead of on a piece of paper or a physical property record card we've essentially created digital property records. And the only things that aren't fully digitized are the photographs and the building sketches. Showing the planned view of, let's say, the basement, the first floor, the second floor, porches, garages, rec rooms, finished basement living area, that sort of thing.

Michael Serpe:

Do you have any idea what it's going to cost this Village eventually when we have to contract this thing out?

Rocco Vita:

Not fully, no. It just really depends on the speed in which they can be accomplished. It's been a project we've been working on the last four years, but the deadline is coming up in 2015.

Michael Serpe:

Thank you.

Monica Yuhas:

Rocco, one question for you real quick. Can it be a requirement when someone is approved for a new development that they submit the plans in digital format? Or, is that something that your office has to draw?

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Rocco Vita:

They can be submitted in digital format. We use specific drawing software. It's a software package from Apex out of Texas. It's integrated with our assessment management software such that when you draw the first floor and the basement and the second floor and all the attachments and the garage and we close that drawing those square footages update our software packages with the correct square footage for every one of those special areas. If we require vendors to provide us something useful it would have to be in that format. That would probably -- I'm not thinking that would be the way or if we could do that. A lot of their work may be in CAD or something similar which doesn't have a conversion to Apex.

Monica Yuhas:

Thank you.

Kathy Goessl:

Our next slide is to do with the programs that were requested that are not being recommended by the Village Administrator. The first one is from the police department to add two new officers with partial funding with the COPS grant. We just found out a couple weeks ago that we were not approved for the COPS grant, therefore this program has been moved from the recommended list to the not recommended list until we can obtain funding.

IT new business license software is not being recommending. Engineering to hire an intern for summer for weed complaints. Fire and rescue to add one full-time fire medic position. Fire and rescue longevity bonus for paid on call personnel, and for fire and rescue the CFAI certification. Those three things totaling \$128,000 are not being recommended.

There are program reductions that were submitted in, and we are not recommending any of the program reductions. The three program reductions are from the police department, the public safety communications and HR. Two of them are eliminating positions, a police officer and a dispatcher. And HR is to discontinue pre-employment drug screens which total \$1,000 for general government but overall \$10,000 for the Village. But the total of these not recommended program reductions is \$133,537.

We also asked for any revenue recommendations or enhancement, and the fire and rescue has submitted two enhancements, first of all to increase their ambulance base fee to bring in an additional \$66,000. Pleasant Prairie's ambulance transport base rates are average when compared to other Wisconsin municipalities even after we raised them in 2013. We're proposing to raise our base fee by \$200. And then increase permit fees for the fire and rescue department for fire alarms, fire sprinkler, hood systems and special fire protection system permits by 20 percent. This would cover increases in review fees by our vendor and help to cover the cost for our onsite personnel inspection by our own personnel.

Mike Pollocoff:

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I might just want to interject at this point that based on some information I obtained from the League in a seminar I believe we can put these revenue enhancements in, but there would be a corresponding reduction. And it's difficult because really a significant amount of service that we provide is the people who don't live in Wisconsin. So collecting those rates is a difficult thing. So because we would reduce the levy to offset the fee doesn't mean we'll collect a fee because half the people we serve don't live here, and they have no incentive to pay.

So the legislature in their wisdom decided that really wasn't an issue. So this might end up being just a neutral offset on face value. But in practicality it would be just revenues we wouldn't receive. So for some period of time going forward we're going to pretend that there's not an increase in paramedic costs or what we do for that or for fire issues. And that relates to fire, clean water, garbage collection and highways. The only thing we really collect that's tax roll generated is these fees. Even though forever I think most fire departments collect permit fees in the State and most rescue services associated with a fire department collect rescue fees, too. But those come under the umbrella of the permit freeze, of the cost of the permit freeze.

Kathy Goessl:

Not being recommended is the actual new general business license fee. This is a summary of the top four categories of our operating revenue. The biggest besides property tax is our intergovernmental revenue which is going down \$37,000. The major reason for that is the decrease in the amount of law enforcement grants that we were expecting for next year which is a decrease of about \$45,000.

License and permits is going up \$280,000. The major reason is due to new development projects. Public charges is going up \$46,000, and the major reason for that is engineering fees increase of \$35,000 protected, and rescue squad earnings up \$4,800. And other taxes is also increasing by \$49,000 mainly due to an increase in the utility tax equivalent from our water utility.

Here's a breakdown of those four major categories, what's included in each of them. Intergovernmental revenues you can see is going down at \$37,000 or 2 percent. The income tax from the State is going actually up, and State shared revenue, the portion there is the utility portion that's going up, not the actual shared revenue part. Law enforcement grants are going down. We're estimating 2013 with a little over \$48,000 in grant revenue down from \$10,000 from the budget. The State is not offering the level of police grants as it has in the past. Therefore, the budget has been decreased down by \$45,000.

Others include ambulance service grants and the State payment for municipal services which is pretty much State's equal or even. As for license and permits we're looking at an increase here of \$280,000. The majority of the increase is in building permits and zoning permits. Commercial building permits make up the majority of the increase of \$255,000 zoning permits as budgeted at a higher level in 2014 because of new development projects.

Public charges for services is up 4 percent or a little over \$46,000. The major increase here is in engineering department services which is billing two developers has increased as well as internal projects staying steady for a total overall anticipated increase of \$35,000. Franchise fees are

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staying equal in our budget. These are fees received from Time Warner and AT&T. Other include, which is going up a little less than \$3,000 includes fire department earnings, administrative fees, IT department services, weed and nuisance control and highway department earnings.

Other taxes is going up 4 percent with a major increase in utility tax equivalent. The water's fixed asset values are not affected by the current economic conditions. The water fixed asset value and the Village tech rate are increasing, thus an increase in the amount of the utility tax paid by the water utility. The others are staying the same, so most everything else is staying pretty much the same in the other categories.

These are the other three major categories in operating revenue, intergovernmental includes our school officer, assessing contract with other communities and the utility lease payment. This is down \$116,000 because of the school officer only needed part time by Kenosha Unified and losing our assessing contract with Twin Lakes. Fines are up, municipal court and parking ticket revenues up \$15,000. All of the increase is attributed to municipal courts. Miscellaneous is pretty equal. It includes interest on investment, tower leases, our media communication which is advertising in the Village newsletters and calendars which has stayed steady at about \$199,000.

That was the operating section revenue part of the budget. Now here's the expense side of the budget. Our biggest expense category is public safety which is up \$119,000 across all public safety departments except for our fire and rescue. Public works is up mainly due to new program requests, demo-ing the Manutronics building and the sign. Administration is up \$124,000 due to new programs. Also, we have built a contingency in this year's budget, and it's offset by a decrease in municipal court, IT and assessing. CD is up mainly due to a new full-time clerk. And parks stayed steady even with a new program request to replace dead trees. The total operating increase is \$463,000, 25 percent of that increase is due to personnel services increased in wages and also increase in health insurance which is currently budgeted at 10 percent increase over last year. And the other 59 percent increase is due to new programs of \$275,000 which we discussed earlier in the presentation.

These are the departments that make up public safety. They include our police department, our fire and rescue, inspection, public safety communication which is our dispatch center, Roger Prange and also including new programs for these departments. One of the major reasons why police is up because we moved attorney fees for the prosecuting attorney from the municipal court to the police department which accounts for an increase about \$34,000 in the police department and a decrease of \$34,000 in municipal court.

Fire rescue small increases and decreases throughout ending in a decrease of \$9,000. Inspection, weed and nuisance control expense of \$9,000 moved from the public works department to inspection. Inspection is now responsible for taking weed complaints and getting the grass mowed if the property owner does not mow their grass. Public safety communication is an increase of mainly personnel. Roger Prange is an increase in personnel allocation. They're looking at more time for the electrician to be at Prange and an increase in the janitorial service contract of \$8,000. The new programs included increased overtime for police officers offset by

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citation revenue of \$30,000, and a part time court clerk to full time offset by the increase in collections of citation revenue due to collection efforts.

Public work is made up of engineering, public works street lighting, and this budget is looking at an 8 percent increase or \$145,000. Engineering is increasing in personnel cost. Public works is also increasing in personnel cost. And the new programs include the sign reflectability replacement program and the demo-ing of the old Manutronic Building. Administration is made up of a big chunk of departments, Village Board, municipal court, administration, Village Clerk, HR, human resources, IT, finance, assessing and the Village Hall. And we also built in a contingency this year of \$100,000. Village Board has minimal increases. Municipal court because we transferred the attorney fees to the police department that caused a \$34,000 decrease offset by an increase in the budget.

Administration the majority of increase is due to personnel adjustments like salary and health insurance benefits. IT is down \$72,000. With the new IT director we were able to look through the software maintenance agreements and decrease that account by \$41,000. And also we increased our Tyler project was implemented or the majority of it was implemented in 2013, and that was budgeted in IT and in travel and training.

Finance the majority of the increase is due to personnel again. Assessing decreased in personnel, a position was eliminated due to the loss of the Twin Lake contract. And our new programs were assessing part-time building sketch technician, the part-time HR employee, the open town hall online public forum, the backup internet for Roger Prange and RecPlex, and two new IT technical support technicians. Community development is going up \$74,000. Basically personnel wages and benefits are increasing and also attorney fees of \$10,000 was increased in the budget. New program is the planning clerk. Parks is going down mostly personnel decreases. There's less hours being allocated to the parks department in 2014 compared to '13. The new program is to replace the dead trees throughout the Village, and that \$10,000 will cover 25 trees.

So here's a summary of all the previous slides in terms of how in total the general fund operating budget is looking at being proposed compared to the 2013 budget. We're looking at total revenue increase at 4 percent and offset by an increase of 4 percent in the expenses of the operating departments. So with a budget being budgeted at a net break even the same as we did for 2013.

The next section of the general government budget is capital. I will go department by department and show you the recommended capital purchases. For fire and rescue we're looking at an ambulance, an all terrain vehicle, a ladder truck, relocate and build station 1, thermal imaging camera replacement, the mobile command post. And two projects actually got carried over from the previous year, the fire radio repeater conversion and the self-contained breathing apparatus which is \$416,000 go carried over. It wasn't able to be ordered this year. So we're looking at a total of fire and rescue of \$7,689,180 being recommended for purchase.

Mike Pollocoff:

One thing we inserted in here in the presentation as it related to the relocation and construction of new station 1 is this has been in the capital plan. In part we had looked at doing a third station

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which has actually been earlier than we probably would have needed. But we have looked at for at least three years the need to relocate and construct a new station 1. And if you look at the site here you can see where the Village Hall is. This is a fairly old picture, and you can see where Springbrook isn't relocated around the bank yet. But it shows the Village Hall, then there's the land to the north that the Village acquired a few years back which would be where would be relocating the station.

This is a picture from 1984, and it shows the equipment we had at that point. The fire station was built in 1967. And at that point we had two International Harvester farm trucks with tanks on them and a pump. And that's what it took to take care of the Village. The truck in the middle is a grass truck and so is the pickup truck on the left. And then there was one of those little ambulances. And that is all we could stuff into that garage from that first date and we're still at that same point.

And, of course, since 1967 the nature of the business has changed. In 1967 we had one firefighter who lived inside the building. And to be able to live inside the building it was a requirement that your wife -- one you be married, and your wife had to work as the dispatcher while you were there. And on the 7th day instead of resting there you had to move out another guy and his wife would come in and man the station while you're gone. So that person, the firefighter, if there was a call they'd jump in the engine and gone, and then they would set out tones and all the volunteers would follow and go to wherever they want. So at least when they got there there would be a fire truck to use.

In '67 that worked pretty well. I mean it worked good enough at the time. Since then they became cognizant of labor laws where you couldn't require somebody to live in a place where they worked and you couldn't require them to be married and require your wife to also work so that changed. So that had changed. So the next picture shows, just to show that it wasn't all bad at one station, this is the big lineup over at station 2. Again, three farm trucks and two grass trucks which were U.S. Army surplus vehicles. I happen to know for a fact because I was around two of those trucks were at station 1. And when they took the good picture here they moved the old trucks over to this station and then went ahead and took the picture over there, too.

Next picture, this is the truck that we use today. And the reason we use a truck like this today it's a tandem axle and it can carry 2,000 gallons of water. It's got a big pump on it. And Pleasant Prairie is a diverse community. We weren't an agrarian community like we were in 1967. We have a corporate park we respond to, we have a lot of single family dwellings in the community that are larger homes. There's been a significant amount of development in the east end of the Village where there aren't any fire hydrants. So we need to take our water with us, and we need to take a lot of it. And the tanks that you saw on those old farm trucks were 500 gallon tanks which didn't go very far.

So for us to be able to do business the way we have to do with crossing 33 square miles and having to either go to a paint factor or to somebody's garage that's on fire this is what we use. Now, the problem with station 1 is if you look at this truck there's two wheels in the back, it's a tandem truck. We use tandems because they're carrying a lot of weight. And if you don't have a tandem it's hard on the truck. And the truck suffers mechanical problems. But we can't put this

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truck in station 1 because this is too long. We can only put single axle trucks. So we did originally get single axle trucks and we started having those mechanical problems with it.

So just to get a gauge for how big this truck is if you think back to that picture you saw previously this truck is as long as all those doors are across that station. You get another shot, there's different angles of it. There's the front end shot. You don't want to see that coming at you, that's the back end shot. You always want to see that leaving. That's the side shot. Now, this is station 1 and we have two ambulances that are in station 1. We have three ambulances altogether. We have a reserve ambulance that we keep at the Ladish Tri-Clover warehouse. We can't keep it in quarters. And the reason we have a reserve ambulance is just like everybody's car we're going to need to take one of those ambulances out of service, get the oil changed, do some work on it, and we can't be without an ambulance. We have to have another one there. So our oldest ambulance is our reserve ambulance. So that could be over here, or it could be over at the warehouse if we need it at the warehouse.

And what I'm really showing here is that, and it's hard to see, the working spaces are pretty narrow in the back. And these ambulances if you think back to that little van with the white box on it to be a paramedic ambulance you've got a lot of gear that you're putting on these trucks, and they're bigger than they used to be. And I think we're all bigger when they haul us off, too. And this is another shot where you kind of see there's just a narrow bit of room between that pumper tanker 5615 and the back walls. They work around and have to load things in and out of those trucks. It's hard to do.

Then you can see on 5611 which on the other side of the bay they've got their gear, they've got their bags, we don't have anyplace to hang them. On the other side there's an air compressor to fill their bottles up. There's not a lot of room. And this kind of shows you, you see the door on the engine there it's right next to the med unit. Once that door opens up there's really no space between the doors. Is that the worst in the world? Well, it isn't unless you're in and out of those things and you're moving equipment in and out of them, if you're training getting in and out of them. And you want to be able to get equipment to that truck and get it on there as quick as you can.

This shows, again, you can see the workbench which is hard to work at because that's where the engine is. And here's the front. If you think back to that first picture we saw this is a lot bigger equipment. You have basically four engines in there and there's a grass truck in the middle. But that's what we need to do. Now, as I said before, most of our non-hydranted residential areas are on the east end of the town. And those two trucks in there are single axle trucks. So those are older trucks. So we can't replace -- to put a truck that we need on this side of town we can't get it in the barn. It doesn't fit, and that's what we need to have in there. One of the questions might be why don't you just move it farther out and make it longer. Well, there are two problems with that. One is what do we do -- where do we put the fire department when we're doing that? And, secondly, you don't want to have the trucks back behind each other and only have one way out. It just isn't going to work.

So this station has lasted us 50 years. Pleasant Prairie is a lot different community than it is now than it was 50 years ago. And the rebuild of station 1 we're anticipating that to have eight bays

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so you can go in and out both ways. But it will serve us for another 50 years if not more. The other thing that we didn't show in here is the living quarters or the sleeping quarters. We have our departments made up of professionals. We have men and women, and they're all in the same bunk room together. And it just would be better for everybody if they all had some level of privacy, some separate shower, cleanup facilities. We don't have room for that in the station. And that's needed. That's a good thing to have.

I think that might be it. This is just a closer look. And you can kind of again see in between the trucks there isn't a lot of room to maneuver. And there's a lot of work that happens on these rigs every day to keep them ready and we don't have that room. You can see there. Can I get between those trucks? No, I'm doing sideways stuff going down between those trucks. And then you have the hoses that they hook up for pollution control. You just think about a firefighter with his gear and his pack running down between those trucks to get ready it isn't what we need. You see a guy leaning over there, there's another one. So that's the end of that show.

The \$5.3 million that includes retrofitting the bay once we're done because what are you going to do with no garage? One thing we only have this is the only meeting room we have. This is the meeting room and the courtroom. And what we'll do with that space over there is put a new floor in it, take the doors down, put up a wall, and that will be another community room that we'll have. Divide it in two so you've got meetings down there that wouldn't interfere with court. We'd have elections down there. Right now we have people driving over to RecPlex that are on this end of town to vote. We'd have voting up here and voting down there. And it just provides the community like neighborhood associations and everything another place to meet. That's a small portion of that project.

But it is a big project. We've set money aside in impact fees. We have some equipment in there we're going to be moving. We're going to get the thing done in the most cost effective way we can. It's not going to be a Taj Mahal. It will probably look a lot like this building because it's going to be right next to it. I think we really want to keep with the architectural image of this building and that one as well. It's time to move forward with this project.

I don't want to be in a position where, and I know the Board doesn't, our department is lagging. We have a good department, it's staffed with good people. We've recently upgraded the roster so we have more full-time people not because paid on call people are bad, it's just hard to pick up paid on call people and part-time people. They do a lot of work, a lot of good training, and they take care of a very diversified risk community for what we have here, and we need a facility to support them and what they're doing with their job and going forward because we're going to continue to grow. We don't want to be Somers where you're thinking about selling your equipment and you can't hire somebody. For us to be a viable economically thriving community these are investments we need to make in our infrastructure to get this done. Interest rates are as low as they've been. That coupled with the fact that we really need to get this thing done. We're two years late with it anyway is a reason to move ahead with it. Any questions about that I'd be glad to answer as well as Chief McElmury is here. He lives it every day.

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Monica Yuhas:

Doug, do you have anything you'd like to add?

Chief McElmury:

Mr. Pollocoff [inaudible]. Mike did a really good of explaining exactly where it stands [inaudible].

Monica Yuhas:

Thank you.

Michael Serpe:

Long overdue, Doug. We're looking forward to it.

Steve Kumorkiewicz:

The neighbors are going to enjoy, I'm going to be one of them, not to have to go to the RecPlex being I live on 39th Avenue on the State Line to go to vote. I got to the RecPlex. I'm going to be closer.

Kathy Goessl:

For these projects the ladder truck and the relocated and build station 1 is going to be recommended to be borrowed for. Impact fees of almost \$470,000 currently we have for fire station improvements. So that will all be used including anything we collect up to the date and through the construction of the project. So those are the funding sources for the major purchases in this budget.

The police department has three requests. The first one is their yearly request to replace vehicles. This will allow them to replace their fleet at the rate of every two years for marked squads and every four years for unmarked which we've done for a number of years totaling a cost of \$147,500. They're requesting in car videos for a little over \$75,000. And automatic license plate recognition request of \$17,000 for a total of \$239,545 requested from the police department that we're recommending.

For IT we have a total of a little over \$357,000 for IT that we're recommending for approval. We're looking at they have a replacement schedule for servers and DVRs for this year a little over \$80,000. Also, another yearly request for storage, tape drives and backbone replacements of \$43,000. CC TVs and access control roll outs, the new roll outs, these are cameras, of a little over \$56,000. Maintenance of the data center, communication which includes Telco, email and radio request of \$56,000. And the GIS ortho photographs \$20,000. Inspection CD system software of a little over \$68,000. And a carryover from this year includes a finance HR finalization of that software conversion. And then also the utility billing software conversion

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which will start in February of 2014 and go for six to nine months for a little over \$23,000. So total for the IT department including these projects total \$357,000.

These are the recommended road maintenance purchases. The top four gives the dollar amount that the public works director is requesting by category. Micro surface overlay two inch and micro pave and pulverize and relaying new asphalt those numbers total like \$1.5 or \$1.6 million. We are reducing this request down by a million dollars down to what we spent or we actually authorized this year to be spent on roads of \$647,000.

The request from the public works what he does is he takes the roads that we have, and all the roads are rated by a PACR rating, and what we would need to do to not have to rebuild roads is when the roads become between a 5 and a 7 PACR rating they can be maintained with one of these types of maintenance programs and their life can be extended. Once they drop to a 4 and below the road actually has to be rebuilt and will cost the Village more money to do that. But at this point we can only recommend what we did last year in roads to maintain them.

Mike Pollocoff:

This related primarily also to what we receive in road assistance from the State. And the State has reduced that amount to cities and villages as part of the last two budgets. Towns were excluded from that reduction, but the urban areas were reduced. That money is paid for by Village residents when they get their license plate fee or they buy gasoline. Plus that money comes back. And this is how much we have to spend.

Michael Serpe:

Approximately how much money do we send Madison every year?

Mike Pollocoff:

Millions.

Michael Serpe:

Millions?

Mike Pollocoff:

I think income tax is probably \$20 million, \$20 some million. I'm not sure how much we send in sales tax, gasoline tax [inaudible] revenues.

Michael Serpe:

And we get back how much?

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Mike Pollocoff:

\$647,000 for this. We get about \$200,000 in State shared revenues. And then we get some of the money for the fire protection and grants. But right now the money -- when they balanced the budget that was the money they took, and the State keeps it now so this is less. At some point there's going to be some reconciliation because just because the State chooses not to send money here doesn't mean the roads don't wear down. It still happens.

Michael Serpe:

That makes me feel so much better about our leadership in Madison.

Steve Kumorkiewicz:

If I recall correctly it used to be [inaudible] we used to send to the State years ago.

Mike Pollocoff:

Yeah, it's a lot.

Kathy Goessl:

Our next department is parks, and we're recommending \$244,000 worth of projects. Ingram Park improvements which includes planting 25 trees for \$10,000; Prairie Springs Park pavilion picnic area number 2 open area pavilion for \$10,000; Des Plaines pedestrian trail for over \$103,000; a grant has been approved of \$45,000 which will be used to help us construct the pedestrian bridge over the Des Plaines nature area next to Prairie Springs Park. North ball fields construct pavilion for a little over \$110,000. This is to do a simple pavilion with a bathroom and an open air space. All parks ADA compliant which is make all Village parks compliant with new pieces of new pieces of ADA compliant equipment and a pathway for a total of \$244,000. Both the north ball field pavilion and the picnic area 2 pavilion will be covered by impact fees. The rest is covered by other operating revenue including the levy for the capital fund.

These are the rest of the new capital programs that are being recommended. Most of these are public works requests. And one includes the storage bay drainage which is install drainage in the DPW storage base; salt shed drainage, install drainage in front of the salt shed which is a DNR requirement for \$6,000; pole mounted speed display, we're looking at mounting two pole mounted speed display units with data collection at the RecPlex and Terwall Terrace; storage bay floor epoxy seal for \$30,000. This is to prolong the life of the floor surface in the storage bays. Voting equipment for the Village Clerk is to replace old equipment, add new equipment for absentee center count voting location for \$56,000 for a total of \$125,000. The voting equipment actually is a carryover from previous years.

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Not recommended funding is two projects, one is from the fire and rescue department for an automobile, and one is the public works equipment storage at Roger Prange for \$236,377. That's actually only the planning and design of that equipment storage at Prange. We're recommending pushing that out another year before we start designing that and looking at that project.

Here's a summary of our capital fund. I actually put in here the budget for this year, and also what we're estimating we're going to end this year because there's some major differences in those two columns, and then what we're proposing for 2014. We're looking at an increase here for the tax levy of a little over \$276,000 to fund the capital requests we're looking at. One of the lines which is new here is called transmission line. That's the power lines that are being put in from the power plant to the State line. We did not budget any revenue for that, but we actually received \$387,743 this year. This includes the one time environmental impact fee of \$337,000, and a prorated annual fee for 2012 and our annual fee of \$40,460 for 2013. So for 2014 we will get the annual fee of \$40,000 for an increase over last year's budget of \$40,000.

The road grant actually increased for 2014 by \$27,000 after we had a decrease in 2013 of \$61,000. So over the last two years we're still down over \$30,000 and some in road grants. For grants this year it was Des Plaines -- well, for next year the \$45,000 was for the Des Plaines pedestrian trail, the bridge over that. We're looking at we have an increase of \$15,000 in the grant category. Impact fees we budgeted \$100,000 but we are actually closer to collecting \$250,000 this year. But we proposed only \$100,000 back down to the other levels to be conservative for 2014. Interest budgeted the same coming in the same. And other revenue is the sale of the used squad cars for \$21,000, for this year it's \$17,500, a decrease of \$3,500. So you can see our revenue is a lot higher than what we initially budgeted by almost half a million from the 2013 budget to 2013 estimate.

Capital outlays are actually down from we had budgeted. We budgeted a little less than \$2 million, we're coming in a little less than \$1.5 million. And the major reason for that is due to those carry overs, the one was the breathing apparatus that's being carried over from 2013 to 2014 which was over \$400,000. As you can see we haven't borrowed for 2013, and we haven't borrowed for a number of years, but for 2014 because of the fire station and the ladder truck we are recommending borrowing a little less than \$6.4 million. We are using impact fees of \$588,000 which is due to the pavilion and also the fire station.

Transfers in is a transfers in from other enterprise funds for the funding of the financial HR, financial and utility billing software. We budgeted initially \$89,000. When we finally signed the contract with the vendor they gave us utility billing in with the same thing we had budgeted for the other software packages, so that project is carrying over to 2014, and that reflects in the proposed transfer in for 2014.

Overall we were supposed to actually use more money than we brought in for 2013 for the budget, but because of the increased revenue because of the transmission line and the decreased expenditures because of the carry overs we're actually ending the year with a half a million dollar, a swing of \$1 million. You can see on the bottom the actual impact fee balances that we're carrying as well as our unrestricted balance that is being carried in this fund which the year

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for 2013 is estimated to end with unrestricted balance of \$1.8 million which will help us as we go into 2014. That's the review of both your budgets in proposed and the estimates.

We're looking at ending 2014 with a little bit less than we're looking at in 2013 at \$1.8 million. Impact fee balances are being decreased because we just finished the [inaudible] model which took a chunk of the impact fee money, and now we're taking a chunk for the fire station and some of the park improvements. There's actually a spend down schedule for the impact fees. If we don't spend them within a certain period of time we have to refund them, and we have project that due to growth we use them to help fund those. That's the summary of the capital.

And the last and final section is debt service. This is the debt service history for almost the last ten years. As you can see we've been decreasing debt outstanding ever since 2005. The outstanding debt at the end of 2014 will be about \$4 million. But then we'll borrow that additional \$6 million, and you'll see that jump back up to around ten. This is the actual debt service schedule summary 2013 budget versus '14 proposed. We're actually decreasing the levy used in the debt service fund by almost \$96,000. That's due to a decrease in the total principal and interest payment also around \$90,000 and some.

So the big question is how is this going to affect the tax levy. This is the State levy limit, and the levy last year was almost \$9.2 million. The levy limit that currently is our levy limit is \$9.5 million, and we are recommending to use the total levy limit which is an increase of \$330,000. 1.15 percent is due to growth, that's a little less than \$100,000. And then plus we were using a debt adjustment of \$231,000 for a total allowable increase of \$330,928. So we're allowed to increase our levy for any debt service increases or changes or any debt issued after July 2005.

Where does this levy go to? We spread this levy over our three categories, operating, debt and capital that I just talked about. These are the changes from year to year in each of those categories. The operating fund is using \$163,650 more of the levy than they did the previous year. Debt is going down by \$95,000 which is being put in capital or operating. And then capital is using \$263,000 more in the levy to help fund our long-term capital projects. So, again, a net increase of \$330,928.

This is just a history of -- the red lines are mill rate per thousand since 2006. And then the assessed value in billions of dollars and just how they correlate and just kind of the trends that have happened over the last eight years. You can see we are recommending -- well, with the levy that we are recommending our mill rate will go up from 430 to 437. And that is not finalized yet. We do not have the manufacturing values in. We've estimated those values. And our actual assessed value is going up probably. Last year you can see it went down from 2.64 to 2.49.

What does this mean for a median residential home or average resident? We did not do a revaluation this year, so our median assessed value has stayed the same at \$188,000, so that's a zero percent change. The Village property tax on this \$188,000 home was \$810 this year and will be \$821 if the recommended budget is approved for an \$11 increase or just over 1 percent increase to an average residential property owner in the Village.

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So this is the presentation. If you have any questions or want to talk about any of the sections I can go back to those. We're looking at bringing this for a public hearing the second meeting right before Thanksgiving, the 21st I think it is on that Monday.

Michael Serpe:

Kathy and Mike and to all the administration considering the amount of input that Madison has on the local municipalities I think you've done a fantastic job of putting together a good budget. I can't stop thinking how much better service we can give our residents if Madison would just stay a little bit out of our way. I think that probably goes for all the municipalities in Wisconsin. Half of those representatives probably don't even know where Pleasant Prairie is, but they're going to dictate what's best for us and we live here. I guess that's the way government is today. I guess I don't like it. So good job, Kathy, Mike, good job.

Steve Kumorkiewicz:

Question for Mike. Mike, the [inaudible] debt is coming down for us. How is that going to affect us now with the new [inaudible] in Madison?

Mike Pollocoff:

The levy limit law?

Steve Kumorkiewicz:

Yeah.

Mike Pollocoff:

Debt is excluded.

Steve Kumorkiewicz:

Debt is excluded?

Mike Pollocoff:

Yeah.

Steve Kumorkiewicz:

Okay.

Michael Serpe:

We need a motion to accept this and set it for public hearing. So moved.

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Steve Kumorkiewicz:

Second.

Monica Yuhas:

Mike made the motion, Steve seconded it. Any further discussion?

SERPE MOVED TO ACCEPT THE BUDGET PRESENTATION AND SET A PUBLIC HEARING FOR FINAL BUDGET APPROVAL ON NOVEMBER 18, 2013; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

Monica Yuhas:

Thank you very much, Kathy, job well done and all the department heads. I know this has been a lengthy process. You've been working on this budget since summertime, and there's been revisions and scrubbing and back and forth. And as the Board when we go through this procedure and we're doing our working sessions your input and your hard work and dedication we all take that into consideration. And we do try to give you everything that you need to function as a department. As you can see we've added some staff, we've added equipment. We're able to maintain the quality of services that the residents expect.

And taking on that fire station is going to be an exciting project for the whole community. Not to mention being able to have a community center, someplace where Village residents, groups can gather because we've never had that option in quite a while. And there are a lot of groups that are looking for places to gather. So I fully support this, and thank you very much for your time and efforts.

B. Receive Plan Commission recommendation and consider a Development Agreement and related documents for the extension of a public sidewalk and street trees on 77th Street and a Certified Survey Map to subdivide into two parcels the vacant property generally located at the northeast corner of 104th Avenue and 77th Street in the Prairie Ridge Development.

Jean Werbie-Harris:

I would request that Item C also be taken up at this time. I'll be making one presentation, but we'll need separate actions by the Board.

C. Receive Plan Commission recommendation and consider Ordinance #13-51 to amend The Prairie Ridge West Commercial Development Planned Unit Development generally located at the northeast corner of 104th Avenue and 77th Street related to lot size and setback requirements.

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Jean Werbie-Harris:

Village Board and members of the audience, this is a request for the Regner Veterinary Clinic to be located at the northeast corner of 104th Avenue and 77th Street. This is to be located in the Prairie Ridge development of the Village of Pleasant Prairie. Specifically they are requesting several approvals this evening that relate to a development that was conditionally approved by the Village Plan Commission at their last meeting last Monday night. Specifically tonight they're looking for certified survey map approval, the development agreement approval and a zoning text amendment as well.

The clinic that they're proposing will be approximately 4,787 square feet. It's a small animal veterinary clinic to be known as Regner Veterinary Clinic. The clinic will provide medical exams, emergency services, dentistry, radiology and surgical services. In addition, they will only be boarding hospital cases which will require the overnight stay of the animals. General boarding or cremation services will not be provided on location.

Specifically the petitioner is requesting the approvals this evening as the public hearing were before the Plan Commission at the last Monday meeting. This is a slide that indicates what the proposed facility is proposed to look like. The facility, again, will be right at that northeast corner of 104th and 77th Street. The facility is actually kind of to the north, and there's going to be a deck and some other facilities that are at that northeast corner, and the parking lot will be to the south with one direct access on 77th Street.

A certified survey map is being requested. The reason for this is they are looking to subdivide the existing parcel out there so that the veterinary clinic sits solely on Lot 1, and then the balance of the area or Outlot 1 is the area that will contain the common open space areas that are going to be shared by the other lot owners in that immediate area.

Primarily it's open space and woodlands and wetlands. Again, this is part of a larger area when the land division was completed last year where the new Cheddar's Restaurant is located, the Plaza multi tenant building is located, and then there was a Lot 3 that is a future multi tenant site. Then this would have been Lot 4 that they're looking to further subdivide. Their lot will have .95 acre of land for the development of the Regner Veterinary Clinic. And, again, the balance or Outlot 1 will have 2.95 acres of land for common open space to be maintained by the Prairie Ridge West Sub-Association. Again, because this is a larger commercial area there is a larger Prairie Ridge Commercial Owners Association that covers the entire area out there which they area a part of. But they also have a sub-association to handle some of the specific items that relate to their particular development such as the private roads and the private water and the common open space areas.

As part of this project there's a development agreement that is being put into place for the extension of public sidewalk along 77th Street. In addition, there will be an additional street tree that's going to be required. There will be some maintenance of some of the existing street trees that abut their particular development as well as the Prairie Ridge Sub-Association area. And the sidewalk and the street trees at this time are not being defined for 104th Avenue. They'll just be installed in 77th Street.

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And then the final request for them is the zoning text amendment. There are four different modifications to the existing Prairie Ridge West Commercial PUD that require modification for this development. Number one is the amendment of the legal description to include this particular property. The second is the building and the deck are proposed to be set back five feet from the side lot line. The third is to allow onsite sidewalks and patio areas to be set back five feet from the wetlands. And, finally, the PUD does reference the development agreement and the DSIS agreement for the Regner Veterinary Clinic. For this particular property the DSIS is going to be owned and operated by the Regner facility, and their DVR will be separate from the other facilities out in Prairie Ridge.

With that the staff is recommending approval of the development agreement, the certified survey map, the planned unit development for the Regner Veterinary Clinic property subject to all the comments and conditions as outlined in the staff memorandum.

Monica Yuhas:

Thank you, Jean. Steve?

Steve Kumorkiewicz:

I have a question for Mr. Regner.

David Hodge:

I'm the [inaudible].

Monica Yuhas:

Dave, could we have your address for the record please?

David Hodge:

[Inaudible], Pleasant Prairie, Wisconsin, 53158.

Steve Kumorkiewicz:

My question is this. If you board animals during the night is there going to be anybody in the clinic or no?

David Hodge:

[Inaudible] emergency [inaudible] doctor contacted [inaudible] emergency at that point at least two people at the practice [inaudible] probably myself.

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Steve Kumorkiewicz:

So there will be somebody in the facility in that case?

David Hodge:

That's correct. Emergency basis only.

Steve Kumorkiewicz:

Thank you, no more questions.

Michael Serpe:

Move approval of the development agreement and the certified survey map.

Steve Kumorkiewicz:

Second.

Monica Yuhas:

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

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION
RECOMMENDATION AND APPROVE A DEVELOPMENT AGREEMENT AND RELATED
DOCUMENTS FOR THE EXTENSION OF A PUBLIC SIDEWALK AND STREET TREES ON
77TH STREET AND A CERTIFIED SURVEY MAP TO SUBDIVIDE INTO TWO PARCELS
THE VACANT PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF
104TH AVENUE AND 77TH STREET IN THE PRAIRIE RIDGE DEVELOPMENT;
SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.**

Michael Serpe:

Move approval of Ordinance 13-51.

Steve Kumorkiewicz:

Second.

Monica Yuhas:

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

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SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #13-51 TO AMEND THE PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT PLANNED UNIT DEVELOPMENT GENERALLY LOCATED AT THE NORTHEAST CORNER OF 104TH AVENUE AND 77TH STREET RELATED TO LOT SIZE AND SETBACK REQUIREMENTS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

Monica Yuhas:

thank you very much.

- D. Consider a Professional Engineering Services Agreement to survey the easements to address the flooding issues in the Piche Subdivision located in the vicinity of 111th Street and 61st Avenue.**

Mike Spence:

Members of the Board, before you tonight a little background on the Piche drainage. A couple years ago the residents petitioned the Village to look at solutions to flooding in the Piche area. At that time we did do a preliminary design of a stormwater system to address the flooding. However, in the interim Mr. Don Dejno who is a property owner in Piche offered to construct some drainage improvements on his property at his expense. He did do this last year, and I believe that these improvements did help reduce the amount of water coming to the area but did not totally eliminated the flooding.

So what I'd like to do right now is we're looking at doing a modified design from what we did before to address the water that's still flooding the area. In order to do this we need to contract with a surveyor to get some additional surveys. This is the conceptual plan that we have right here. The plan that we have right now this is 61st Avenue. These are concepts that are from the original plan where we would improve the swales on the north part here. That's 111th Street I believe. And then 113th Street is down here. And we're looking at putting in a stormwater pipe to the south. And then the original plan had some stormwater facilities going to the south.

At this point we're looking at instead of that going to the east through property owned by Mr. Dejno, so this is the primary area that we need to get survey for. The plan would be to if this is authorized we would complete the survey, do the design of this modified alternative and then bring it back to the Board for a decision on whether or not to move forward with the project and assessments on the project. So this is just the first step to get the conceptual plan put together.

Michael Serpe:

Mike, the flooding that's occurring there recently was that always flooding, or is it the result of construction and development in that area?

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Mike Spence:

My understanding at least in the time that I've been here is it's always been flooding pretty much in this area. There hasn't been a lot of development. There's been some development to the north. If we proceeded with this project and did an assessment we would look at the drainage area, and those would be the individuals that would be assessed for the project. Go to the next slide, Kathy. So, anyhow, the contract is for Clark Dietz to do a survey for \$4,800. I'm recommending that that contract be signed, approved. And, again, if this is approved then we're not authorizing any kind of assessment or anything. We're just putting plans together. At some point we'll get a cost, and then the Board can decide whether to proceed.

Michael Serpe:

I think the residents have been very patient with us and we appreciate that. I'd make a recommendation for Clark Dietz for the \$4,800.

Steve Kumorkiewicz:

I second this with a question. This problem is a longstanding problem. I remember seeing that area flooded way back. And [inaudible] when the enclosure for the [inaudible] that's when the issue started actually?

Mike Pollocoff:

I can remember being out there with flooding issues in 1985.

Steve Kumorkiewicz:

Before the [inaudible]?

Mike Pollocoff:

Yeah. Not to say there hasn't been changes over time for somebody doing one thing or another. Piche's was constructed with no municipal improvements other than a road. There was no stormwater, there was no ditches that went anywhere. Back then the Town under County zoning they would approve a plat, they'd divide the lots, put some cinders down, pave it and there you go. There was never any stormwater improvements constructed there. So it is what it is. A lot of houses out there over the years and there's no place for the water to go. I think looking at a topographic map from just a simple perspective you've got to get the water to move to the lowest area which is through the Dejno property to a drainageway. That never was put in. Over time what drainage was there it was filled up. You can clean it up but unless you clean it up to someplace there's no place for it to end up.

Steve Kumorkiewicz:

[Inaudible] and goes up to 116th, correct?

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Mike Pollocoff:

Well, 113th is low. It goes both ways. But the survey will answer all the questions on where the water should go.

Monica Yuhas:

We have a motion and a second. Any further discussion? Mike, what do you anticipate for a time frame on getting something back to the Board?

Mike Spence:

The survey we'd authorize that immediately, and then engineering is going to be designing this in house, so I would say it would probably be a couple months. And then we'd have to have a hearing. We wouldn't be able to construct anything until next spring anyhow. But I'm looking at late fall to have a design put together.

Monica Yuhas:

Okay, thank you. Motion and a second. Any further discussion?

SERPE MOVED TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CLARK DIETZ, INC. TO SURVEY THE EASEMENTS TO ADDRESS THE FLOODING ISSUES IN THE PICHE SUBDIVISION LOCATED IN THE VICINITY OF 111TH STREET AND 61ST AVENUE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

E. Consider Resolution 13-21 to apply for a DNR Administered Federal Recreational Trails Act Grant on the Phase II development of the trail in Des Plaines natural area west of Prairie Springs Park.

Mike Pollocoff:

Madam President, this is an agenda item that we're planning on submitting an application to mitigate the cost of the phase II development of the Des Plaines trail. As you can see we have the existing path in phase I is done. The proposed elevated path which would span the floodplain and then the future trail that's a straight line, but actually that thing is going to kind of meander as we follow the wetlands. And this will provide a loop out of Prairie Springs Park and River Road up to Highway C. And then the County is working on a separate grant to put a bike path and ped path along Highway C spanning the Des Plaines River and connecting up to the Prairie Farms trail.

So in part of this grant application we'll get \$45,000. The \$103,000 is basically going to be our match, that will be just us doing the labor out there, so we're not going to have to come up with an additional \$103,000 out of the budget. When we put it together last time when John did this

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he was able to get the Tremper construction project class out there, and they actually built that first half of the bridge. They got some experience how to put that together, set grade and put the pilings in. We're going to try and do that again. So I'd recommend that the Board authorize the director of public works to submit the grant application.

Steve Kumorkiewicz:

So moved.

Michael Serpe:

Second.

Monica Yuhas:

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

KUMORKIEWICZ MOVED TO ADOPT RESOLUTION 13-21 TO APPLY FOR A DNR ADMINISTERED FEDERAL RECREATIONAL TRAILS ACT GRANT ON THE PHASE II DEVELOPMENT OF THE TRAIL IN DES PLAINES NATURAL AREA WEST OF PRAIRIE SPRINGS PARK; SECONDED BY SERPE; MOTION CARRIED 3-0.

F. Consider an Agreement with Wisconsin Marathon LLC for the 2014 Wisconsin Marathon on May 3, 2014.

Mike Pollocoff:

Madam President, this is an agreement between us and the Wisconsin Marathon to again have the marathon that runs through Kenosha and Pleasant Prairie. You can see on the map there's the route in red so they kind of meander through Carol Beach. We had some problems a few years back but I think they cleaned that up. Dennis DuChene from KACVB is here if you have any additional questions. I think they had like 3,000 people at the last marathon. It's a big hitter as far as tourists.

Monica Yuhas:

Dennis, anything you'd like to add?

Dennis DuChene:

I'd just like to thank the Village for the support of this event. As Mike alluded to earlier a few years back there were some issues with some trash and debris along the route after the event. And since then we've partnered with the Kenosha Area [inaudible] Optimist Club and the Octagon Club from Tremper High School for the past couple years, and they patrol the course and make sure it's in the condition it was prior to use. So it's been a really good partnership for both of us.

Village Board Meeting
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Monica Yuhas:

Okay, and could I just have your name and address for the record please?

Dennis DuChene:

Dennis DuChene, 8710 36th Avenue, Kenosha, Wisconsin.

Monica Yuhas:

Thanks, Dennis.

Michael Serpe:

Move to approve the agreement.

Steve Kumorkiewicz:

Second.

Monica Yuhas:

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

SERPE MOVED TO APPROVE AN AGREEMENT WITH WISCONSIN MARATHON LLC FOR THE 2014 WISCONSIN MARATHON ON MAY 3, 2014; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

G. Consider Resolution #13-20 authorizing the disposal of a surplus vehicle.

Mike Pollocoff:

I hate to get rid of this one, but this van is in tough shape. But the key thing is that Lakeview RecPlex sticker on the front is holding that hood down. And they also keep the van doors together. So 147,369 hard miles.

Michael Serpe:

This was Mike Pollocoff's vehicle about 20 years ago, a long time ago. You can't tell me we don't get our money's worth out of these things.

Mike Pollocoff:

I gave it to them in a lot better shape than it is now.

Village Board Meeting
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Michael Serpe:

My motion is to do what you have to do to get rid of it.

Steve Kumorkiewicz:

Second.

Monica Yuhas:

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

SERPE MOVED TO ADOPT RESOLUTION #13-20 AUTHORIZING THE DISPOSAL OF A 1994 CHRYSLER TOWN AND COUNTRY VAN; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

H. Consider Operator License Applications on file.

Jane Romanowski:

There are ten applications tonight and I would recommend approval of all ten of them.

NAME OF APPLICANT

LICENSE TERM

1. Kahala L. Baguio	thru June 30, 2015
2. Kylie E. Chamblee	thru June 30, 2015
3. Brittney A. Dzbinski	thru June 30, 2015
4. Daniel T. Erickson	thru June 30, 2015
5. Norma C. Gutierrez	thru June 30, 2015
6. Matthew A. Hallas	thru June 30, 2015
7. Matthew J. Layton	thru June 30, 2015
8. Roberto Mercadillo	thru June 30, 2015
9. Megan N. Robinson	thru June 30, 2015
10. Narinder P. Singh	thru June 30, 2015

Steve Kumorkiewicz:

So moved.

Michael Serpe:

Second.

Village Board Meeting
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Monica Yuhas:

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

KUMORKIEWICZ MOVED TO APPROVE THE TEN OPERATOR LICENSES FOR THOSE APPLICANTS LISTED ABOVE; SECONDED BY SERPE; MOTION CARRIED 3-0.

9. VILLAGE BOARD COMMENTS – None.

10. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0 AND MEETING ADJOURNED AT 7:35 P.M.



MEMORANDUM

TO: Village Board

FROM: Michael R. Pollocoff, Village Administrator

DATE: November 4, 2013

SUBJECT: Land Lease Agreement between the Village of Pleasant Prairie and Cellco Partnership d/b/a Verizon Wireless ("Verizon") for the cellular site near the Graystones Subdivision

Land Lease Agreement - This proposed Land Lease Agreement ("Agreement") between Verizon and the Village is for Verizon to lease a 25' x 39' parcel (975 sq. ft. or 0.022 acres) at the existing cellular facility located at the terminus of 45th Avenue, approximately 300 feet south of 76th Street and east of the Graystones Subdivision at 7633 45th Avenue on a portion of Tax Parcel Number 91-4-122-111-0087. The lease area will be improved with an approximate 294 square foot equipment shelter designed to house an internal generator. Other improvements will include extended fencing, paving, extended retaining wall, landscaping, cabling, and other associated cellular facility site improvements. Verizon is requesting Village Board approval of the Agreement which sets forth terms, rules, rents and regulations for the facility.

Plan Commission - Verizon will need to apply for and receive a Conditional Use Permit and Site and Operational Plan approval from the Plan Commission for this facility. Verizon will also need to enter into a separate agreement with U.S. Cellular, the tower owner, for the installation of Verizon's equipment upon the 101 foot tall tower. Verizon intends to install its antennas on the tower at a height of 75 feet.

Rent - The lease specifies that Verizon will pay the Village \$1,200/month in rent, which is similar to the rent being paid by Verizon for its recently developed facility at Prairie Springs Park. Pursuant to the Agreement, for each 5 year term thereafter, the rent amount for Verizon will increase by 3% over the rent paid the previous year.

RECOMMENDATION

The Village staff recommends that the Village Board approve the Land Lease Agreement between Verizon and the Village of Pleasant Prairie subject to the following:

1. Compliance with the pending Plan Commission Conditional Use Permit and Site and Operational Plan approval for this facility.
2. The Agreement shall not be executed by the Village President until condition #1 above is satisfied.

LAND LEASE AGREEMENT

This Agreement made this _____ day of _____, 2013, between the **Village of Pleasant Prairie**, a Wisconsin municipal corporation with its principal offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158, hereinafter designated LESSOR and **Cellco Partnership** d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 45th Avenue (approx. 300 feet south of 76th Street - Graystones Subdivision), Pleasant Prairie, Kenosha County, Wisconsin, and being described as a 25' x 39' parcel containing 975 square feet or 0.022 acres (the "Land Space"), to be improved with an approximate 294 square foot equipment shelter ("Building") designed to house an internal generator, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along an existing north-south asphalt paved driveway located within the 45th Avenue right-of-way and an east-west asphalt paved driveway extending from 45th Avenue public right-of-way to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. **UTILITIES.** LESSEE shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by LESSEE's operations.

3. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

4. **TERM; RENTAL.**

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Fourteen Thousand Four Hundred Dollars (\$14,400.00) to be

paid in equal monthly installments of One Thousand Two Hundred Dollars (\$1,200.00) on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for

the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

6. EXTENSION RENTALS. Beginning on the first (1st) anniversary of the Commencement Date, and throughout the initial term and four (4) additional five (5) year terms, the annual rental shall increase each year on the anniversary of the Commencement Date by an amount equal to three percent (3%) over the annual rental payable for the immediately preceding year.

7. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

8. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

9. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto and in accordance with the Village Plan Commission approved Site and Operational Plans . A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). Any new fencing on the Premises shall be of similar type and height as the existing fence that surrounds the perimeter of the Property. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE with proper approvals from the LESSOR. It is understood that any landscaping required by LESSOR in connection with the LESSEE improvements shall be maintained by LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities

made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

10. MAINTENANCE. During the Term, LESSEE shall maintain the Building, associated LESSEE-installed landscaping and Land Space in a good, clean and aesthetically pleasing condition.

11. INDEMNIFICATION. Subject to Paragraph 11 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

12. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars (\$1,000,000) covering LESSEE's work and operations upon LESSOR's Parcel.

13. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 34, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed

on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 35 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property that is leased to the LESSEE, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet

such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Likewise, the LESSEE covenants that LESSOR, shall be entitled to peaceably and quietly have, hold and enjoy the Property (outside of the Building and Land Space) and that LESSEE shall refrain from interference in accordance with Paragraph 15 of this Agreement.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 4. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist

upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Village Administrator

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires

more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. **REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15)

days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. ATTORNEYS' FEES. In any action on this Agreement at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.

39. BINDING EFFECT. All of the covenants, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

40. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

41. MODIFICATIONS. This Agreement may not be modified, except in writing signed by both parties.

42. NON-BINDING UNTIL FULL EXECUTION. Both parties agree that this Agreement is not binding on both parties until both parties execute the Agreement.

SITE NAME: Kenosha West
SITE NUMBER: 247492
ATTY/DATE: MBF 10/2/13

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Village of Pleasant Prairie

By: _____
John P. Steinbrink
Village President

Date: _____

By: _____
Jane M. Romanowski
Village Clerk

Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____
Lynn Ramsey
Area Vice President Network

Date: _____

EXHIBIT "A"

Page 1 of 3

LESSEES LEASE PARCEL

A part of Outlot 1 of Certified Survey Map No. 1853 of Kenosha County Records; being a part of the Northeast Quarter (NE1/4) of Section Eleven (11), Township One (1) North, Range Twenty-Two (22) East; Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 975 square feet (0.022 acres) of land and being described by:

Commencing at the Northeast Corner of said Section 11; thence S88°-19'-19"W 2655.21 feet along the North line of the NE1/4 of said Section 11 to the North Quarter Corner of Section 11; thence S02°-32'-35"E 709.77 feet along the West line of the NE1/4 of said Section 11, thence N87°-27'-25"E 758.44 feet to the point of beginning; thence N87°-03'-43"E 25.00 feet, thence S02°-56'-17"E 39.00 feet, thence S87°-03'-43"W 25.00 feet; thence N02°-56'-17"W 39.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

LESSEES 12' WIDE ACCESS EASEMENT

A part of Outlot 1 of Certified Survey Map No. 1853 of Kenosha County Records; being a part of the Northeast Quarter (NE1/4) of Section Eleven (11), Township One (1) North, Range Twenty-Two (22) East; Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 1,415 square feet (0.032 acres) of land and being Six (6) feet each side of and parallel to the following described line:

Commencing at the Northeast Corner of said Section 11; thence S88°-19'-19"W 2655.21 feet along the North line of the NE1/4 of said Section 11 to the North Quarter Corner of Section 11; thence S02°-32'-35"E 709.77 feet along the West line of the NE1/4 of said Section 11, thence N87°-27'-25"E 758.44 feet; thence N87°-03'-43"E 25.00 feet; thence N02°-56'-17"W 6.00 feet to the point of beginning; thence S87°-03'-43"W 71.27 feet to a point herein after referred to as "Point A", thence continue S87°-03'-43"W 23.29 feet to a point on the Easterly Right of Way line of 45th Avenue and the point of termination. Also, beginning at said Point "A"; thence S02°-36'-41"E 23.24 feet to the point of termination. The side lot lines of said easement shall be

EXHIBIT "A"

Page 2 of 3

shortened or lengthened to terminate on the Easterly Right of Way line of 45th Avenue.

LESSEES 10' WIDE UTILITY EASEMENT

A part of Outlot 1 of Certified Survey Map No. 1853 of Kenosha County Records; being a part of the Northeast Quarter (NE1/4) of Section Eleven (11), Township One (1) North, Range Twenty-Two (22) East; Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 240 square feet (0.005 acres) of land and being Five (5) feet each side of and parallel to the following described line:

Commencing at the Northeast Corner of said Section 11; thence S88°-19'-19"W 2655.21 feet along the North line of the NE1/4 of said Section 11 to the North Quarter Corner of Section 11; thence S02°-32'-35"E 709.77 feet along the West line of the NE1/4 of said Section 11, thence N87°-27'-25"E 758.44 feet to the point of beginning; thence N02°-56'-17"W 24.00 feet to the point of termination.

LESSEES 8' WIDE UTILITY EASEMENT

A part of Outlot 1 of Certified Survey Map No. 1853 of Kenosha County Records; being a part of the Northeast Quarter (NE1/4) of Section Eleven (11), Township One (1) North, Range Twenty-Two (22) East; Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 96 square feet (0.005 acres) of land and being Four (4) feet each side of and parallel to the following described line:

Commencing at the Northeast Corner of said Section 11; thence S88°-19'-19"W 2655.21 feet along the North line of the NE1/4 of said Section 11 to the North Quarter Corner of Section 11; thence S02°-32'-35"E 709.77 feet along the West line of the NE1/4 of said Section 11, thence N87°-27'-25"E 758.44 feet; thence S02°-56'-17"E 1.15 feet to the point of beginning; thence S87°-23'-19"W 12.00 feet to the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the West line of the afore described lease parcel.

EXHIBIT "A"

Page 3 of 3

PARENT PARCEL

PARCEL A:

The southernmost 60 feet of the following described parcels:

PARCEL I: Lot 20, GRAYSTONE'S SUBDIVISION, of part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Town 1 North, Range 22 East of the Fourth Principal Meridian; and

PARCEL II: A parcel of land 55 feet wide adjacent to and west of Parcel I and resulting from the vacating of a portion of 45th Avenue, of part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Town 1 North, Range 22 East of the Fourth Principal Meridian; all lying and being in the Village of Pleasant Prairie, Kenosha County, State of Wisconsin.

PARCEL B:

Outlot 1 of Certified Survey Map No. 1853 recorded on October 27, 1995, as Document No. 1005446, located in part of the Northeast 1/4 of Section 11, Town 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

TITLE REPORT REVIEW

Title Report: First American Title Insurance Company

SITE NAME: Kenosha West
SITE NUMBER: 247492
ATTY/DATE: MBF 10/2/13

EXHIBIT "B"

(Sketch of Premises within Property) Page 1 of 2

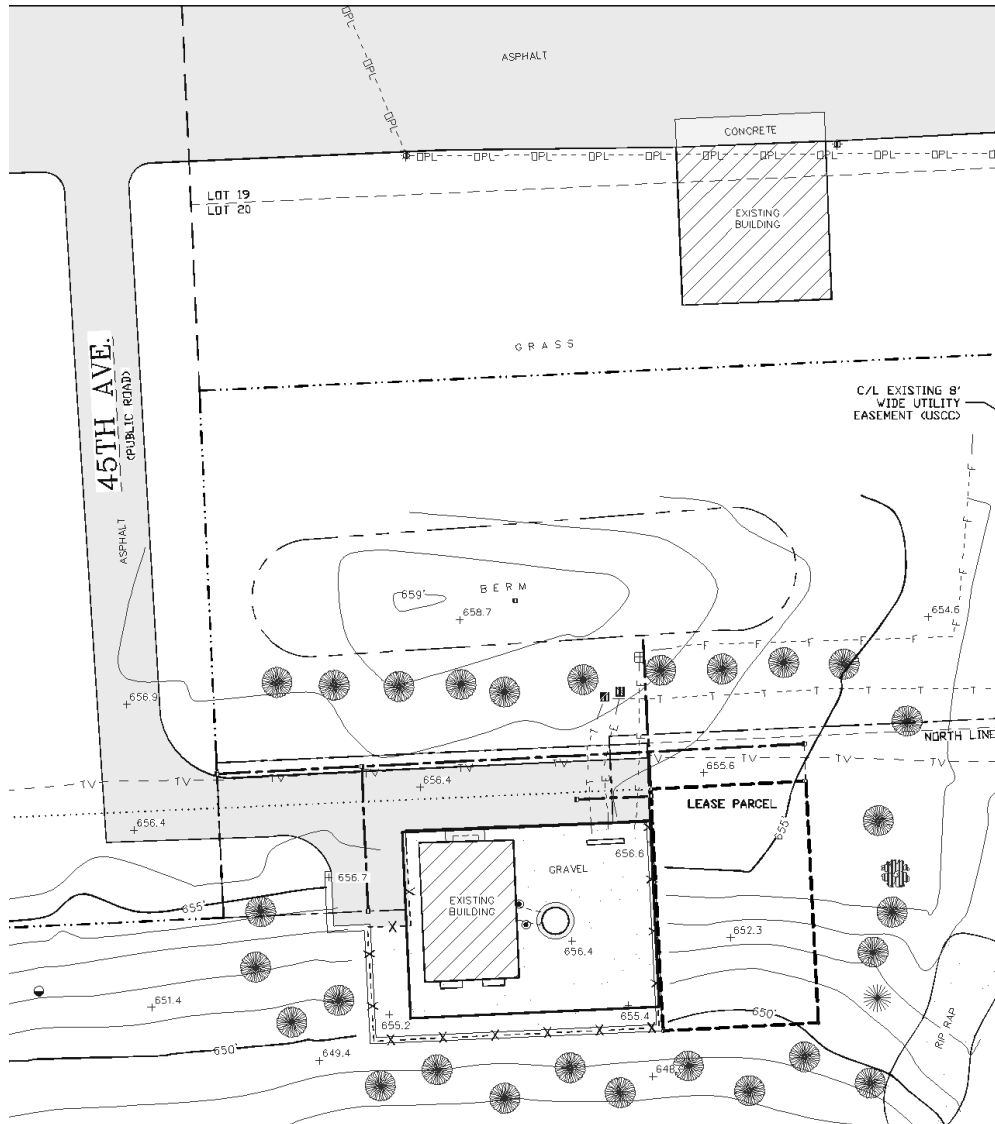
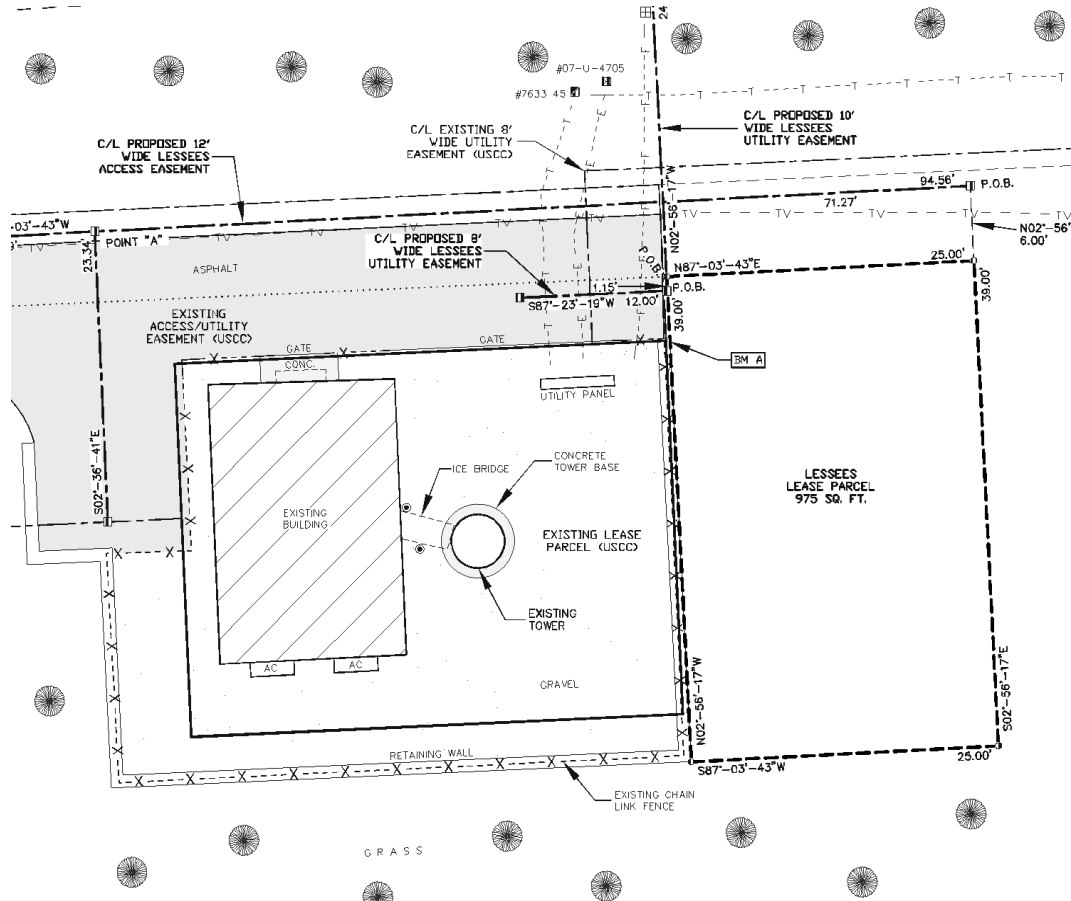


EXHIBIT "B"

(Sketch of Premises within Property) Page 2 of 2



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Ordinance No. 13-52

**Ordinance to Amend Chapter 146
of the Municipal Code of the
Village of Pleasant Prairie, Kenosha County, Wisconsin
relating to Christmas Tree License Fees**

BE IT ORDAINED AND ESTABLISHED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 146 is amended as follows:

§ 146-4. License fee.

The annual license fee shall be ~~\$10~~ **\$50**. A license shall be valid only to the 10th day of January following its issuance. Each location at which Christmas trees are stored, displayed or sold shall require a separate license. No license shall be transferable either from person to person or place to place. Licenses shall not be issued before November 15 of any given year

Passed and adopted this 4th day of November, 2013.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted:_____

Ordinance No. 13-53

**Ordinance to Amend Chapter 214
of the Municipal Code of the
Village of Pleasant Prairie, Kenosha County, Wisconsin
relating to Licenses and Permits**

BE IT ORDAINED AND ESTABLISHED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 214 is amended as follows:

§ 214-1. License fees enumerated.

D. Christmas Tree: \$50 per season.

~~S. Vicious Animals: \$50 per year.~~

Passed and adopted this 4th day of November, 2013.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted: _____

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

Period Ending: October 29, 2013

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

NAME OF APPLICANT

LICENSE TERM

- | | |
|------------------------|--------------------|
| 1. Chandra L. Hess | thru June 30, 2015 |
| 2. Kristin L. Munroe | thru June 30, 2015 |
| 3. Courtney L. Sheldon | thru June 30, 2015 |

Jane M. Romanowski
Village Clerk