

**AGENDA
SPECIAL MEETING
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
May 12, 2014
5:30 p.m.**

1. Call to Order
2. Roll Call
3. Unfinished Business
 - A. Consider a two year contract agreement between the Village of Pleasant Prairie and the Village of Pleasant Prairie Police Officers Association, Local 185 of the Wisconsin Professional Police Association, Inc. for the 2014-2015 calendar years.
4. New Business
 - A. Consider Resolution #14-13 to approve a Relocation Order to permit the acquisition of real property and for the preservation of a roadway corridor for 39th Avenue and Springbrook Road.
 - B. Consider (a) acceptance of bids for Park and Ride Bridges, (b) rejection of bids for same, and (c) whether bids are excessive or against the best interests of the Village, and thus, performance of work by Village is appropriate, pursuant to Wis. Stats. sec. 62.15(5).
 - C. Consider Resolution #14-14 rejecting bid for Park and Ride Bridge, determining it to be excessive and against the best interests of the Village, and ordering work done by Village under supervision of Public Works Director.
5. 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.

TO: Village Board
Michael Pollocoff, Village Administrator

Consider a two year contract agreement between the Village of Pleasant Prairie and the Village of Pleasant Prairie Police Officers Association, Local 185 of the Wisconsin Professional Police Association, Inc. for the 2014-2015 calendar years.

Recommendation: Authorize the Village Administrator and the Village President to accept the proposed 2014-2015 contract.

Significant Changes include:

ARTICLE VIII – WAGES

A. Section 8.01 Wages:

1. Increase all rates on Schedule “A” by 2.0%, effective January 1, 2014.
2. Increase all rates on Schedule “A” by 2.0%, effective January 1, 2015.

B. Section 8.02 – Wisconsin Retirement System Contribution:

1. Effective as of the date of ratification of this settlement by the Village and Local 185, all employees shall contribute 6.5% of the employee’s contribution required by the Wisconsin Retirement System.
2. Effective January 1, 2015, all employees shall contribute the full amount required by the Wisconsin Retirement system for general service employees.

ARTICLE XVI – INSURANCE

A. Section 16.01 – Hospital-Surgical:

Effective January 1, 2014, employees will contribute five percent (5.0%) toward their insurance premium. Effective as of the date of ratification of this Agreement by both parties, employees shall contribute three percent (3.0%) toward their health insurance premium. Employees who achieve and maintain “Silver” status under the Village Wellness Program by December 1, 2014 shall continue to contribute 3.0% toward health insurance premium.

Employees who elect not to participate in the Village Wellness Program, and employees who do not achieve “Silver” status as of December 31, 2014, shall contribute twenty percent (20%) toward their health insurance premium throughout 2015.

Employees who achieve “Silver” status between December 1 and December 31, 2014 shall contribute 20% toward their health insurance premium through the month of January, 2015, and shall revert to a 3.0% premium contribution as of February 1, 2015.

ARTICLE XXV – RESIDENCY

Employees covered under this Agreement shall reside within fifteen (15) miles of the jurisdictional boundaries of the Village. Newly hired bargaining unit employees shall establish such residency within twenty-four (24) months of their date of hire. Current employees who do not live within this boundary as of the date of ratification of the Agreement by both parties, may retain their current residence, but must relocate within this boundary if they change residence following ratification of this Agreement by both parties.

ARTICLE XXVI – DURATION

Revise to reflect a two-year contract, January 1, 2014 through December 31, 2015.

The balance of the changes will be reflected in the contract.

AGREEMENT

between

VILLAGE OF PLEASANT PRAIRIE

and

**VILLAGE OF PLEASANT PRAIRIE
POLICE OFFICERS' ASSOCIATION, LOCAL 185,
WISCONSIN PROFESSIONAL POLICE ASSOCIATION**

Effective

January 1, 2014 through December 31, 2015

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PREAMBLE

This agreement is made and entered into by and between the Village of Pleasant Prairie, hereinafter referred to as the "Village", and the Wisconsin Professional Police Association, hereinafter referred as the "Association". Furthermore, unless specifically set forth herein, past practices of any kind whatsoever are hereby discontinued.

ARTICLE I - RECOGNITION

Section 1.01: The Employer hereby recognizes the Wisconsin Professional Police Association as the sole and exclusive bargaining agent for all regular full-time and regular part-time employees of the Village of Pleasant Prairie with the powers of arrest, but excluding all supervisory, managerial and confidential personnel.

ARTICLE II - MANAGEMENT RIGHTS

Section 2.01: The Village possesses the sole right to operate the Village of Pleasant Prairie and all management rights repose in it. These rights include, but are not limited to, the following:

- A. To direct and maintain the efficiency of all operations of the Village of Pleasant Prairie;
- B. To determine the kinds and amounts of services to be performed as pertains to Village operations and the number and kind of classifications to perform such services;
- C. To determine the methods, means and personnel by which operations are to be conducted;
- D. To create new departments and to introduce new or improved methods of operations, work practices or facilities, and to permanently or temporarily terminate, consolidate, transfer or modify existing departments, methods of operations, work practices, or facilities;
- E. To establish reasonable work rules and schedules of work, including modification of the hours of work, and overtime when required;
- F. To determine the size and composition of the work force and the work to be performed;
- G. To hire, promote, transfer, layoff, schedule and assign employees in positions, subject to existing Village procedures;

- H. To determine employee competence and qualifications for positions;
- I. To suspend, demote, discharge and take other disciplinary action for just cause;
- J. To contract out for goods, so long as the contracting does not result in the layoff of full-time unit personnel;
- K. To take whatever action is necessary to comply with State or Federal law;
- L. To take whatever action is necessary to carry out the functions of the Village in situations of emergency.

ARTICLE III - REPRESENTATION

Section 3.01: Association: The Association shall be represented in all bargaining negotiations with the Village by such representatives as the Association shall designate.

Section 3.02: Village: The Village shall be represented in such bargaining negotiations by such representatives as the Village Board and Village Administrator shall designate.

Section 3.03: Association business, with the exception of negotiations, may be conducted on duty time so long as said business does not interfere with the normal operations of the Police Department, and provided permission of the Chief or Shift Supervisor is obtained. Representatives are defined as those designated to act on behalf of the Pleasant Prairie Police Officers.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 4.01: Procedure: The Village Board and employees agree that the prompt and just settlement of a grievance is of mutual interest and concern. A grievance shall be defined as a dispute concerning an alleged violation of the terms of the collective bargaining agreement. The provisions of this grievance procedure are strictly limited to interpretation of this Agreement, and to those matters which do not come within the jurisdiction and procedures of the Village of Pleasant Prairie Village Board and Police and Fire Commission. All matters within the jurisdiction of the Pleasant Prairie Village Board and/or Police and Fire Commission are reserved to these respective bodies and are not subject to the following procedure.

STEP 1: Any employee who has a grievance shall first discuss it with his immediate supervisor, with or without the presence of the steward, at the employee's option. Such discussion must occur within **ten (10) calendar** days after the employee knew of the event giving rise to the grievance. If the grievance is not resolved between the employee and the immediate supervisor, the grievance shall be reduced to writing, in triplicate, on a form provided by the

Association, and the Association shall request a meeting with the Chief within ten (10) calendar days after the supervisor's answer to the employee. If the grievance is resolved between the employee and the immediate supervisor, the Association shall be notified of the settlement.

STEP 2: The employee may meet with the Chief and the steward and/or other representatives of the Local. The Chief shall give his answer in writing to the grievant within ten (10) calendar days of this meeting.

STEP 3: In the event the grievance is not satisfactorily adjusted in Step 2, the grievant may appeal the grievance to Step 3 by notifying the Village Administrator within ten (10) calendar days of the completion of Step 2. This appeal shall be in writing and shall state the name of the aggrieved, the date of the grievance, the subject of the grievance and the relief requested. The Village Administrator and the Association shall meet to discuss the grievance within ten (10) calendar days of the written appeal. The parties may mutually agree to extend the time limit at this step in accordance with Section 4.03 below.

STEP 4: All grievances, which cannot be adjusted in accordance with the above procedure, may be submitted to an impartial arbitrator within ten (10) calendar days following receipt of the Village Administrator's answer in Step 3 above. The arbitrator shall be selected by the mutual agreement of the parties or, if no such agreement can be reached, the Association or the Village may request one (1) panel of seven (7) arbitrators each from the Wisconsin Employment Relations Commission. The arbitrator shall be selected from the panel by each party alternately striking a name from the panel until only one (1) name remains, the party desiring arbitration striking the first name. Expenses of the arbitrator shall be shared equally by both parties. The authority of the arbitrator shall be limited to the construction and application of the terms of this agreement, and limited to the grievance referred to him/her for arbitration; he/she shall have no power or authority to add to, subtract from, alter or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Association and the Village.

Section 4.02: Time Limits - Appeal and Settlement: The parties agree to follow each of the foregoing steps in processing the grievance and, if the Village's representative fails to give his/her answer within the time limit herein set forth, the grievance is automatically appealed to the next step at the expiration of such time limit. Any grievance which is not appealed to the

next step within the time limit provided herein shall be considered settled on the basis of the Village's last answer.

Section 4.03: Extension of Time Limits: Additional days to settle or move a grievance may be extended by mutual agreement. No retroactive payments on grievances involving loss of pay shall be required of the Village prior to ninety (90) calendar days before the grievance was first presented in writing.

Section 4.04: Time Limits for Filing Grievances: Any grievance shall be presented within ten (10) days after the date of the event or occurrence, or said grievance will be barred. Any grievance which is not filed within ten (10) days shall be considered to be untimely.

Section 4.05: Work Rules and Discipline: Employees shall comply with all provisions of this Agreement and all reasonable work rules. Employees may be disciplined for violation thereof under the terms of this Agreement, but only in a fair and impartial manner. When any employee is being disciplined or discharged, there may be an Association representative present, at the employee's option, and a copy of the reprimand may be sent to the Association.

ARTICLE V - BULLETIN BOARDS

Section 5.01: Bulletin boards shall be provided by the Village for the posting of job vacancies. Such bulletin boards may be used for the posting of Association notices. The Association agrees that it shall not post materials which are scurrilous, scandalous or detrimental to the labor-management relationship.

ARTICLE VI - HOURS OF WORK WEEK, HOURS AND OVERTIME

Section 6.01: Work Week: The standard work week or work schedule shall consist of five (5) on-duty days to be followed by three (3) off-duty days, and a second week consisting of five (5) on-duty days to be followed by two (2) off-duty days.

"On-duty" means the calendar day an officer is regularly scheduled to work a shift. For third shift officers, this means the calendar day at the start of their shift. Since an officer is considered "on-duty" for the entire calendar day they are scheduled to work, they shall be ordered to report back to work to cover an open shift before ordering an "off-duty" officer.

"Off-duty" means the calendar day an officer is scheduled off.

For the purpose of this article, "calendar day" equals one (1) complete twenty-four (24) hour period commencing at 12:01 a.m.

The on-duty work days shall be as outlined in Section 6.06, including a one-half (1/2) hour paid lunch period during which time the employee shall be on call. The annual hours of work shall be two thousand eighty (2080) hours. Full time employees shall be allowed two (2) ten-minute breaks per shift, subject to the needs of the department.

The position of Court Officer and School Resource Officer shall work a 5-2 work schedule Monday through Friday on first shift.

Section 6.02: Overtime: All employees who work in excess of the standards established by the Fair Labor Standards Act shall receive one and one-half (1-1/2) times the straight hourly rate for all overtime hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Employees shall have the option to receive overtime payments in either cash or compensatory time off to a maximum of eighty (80) hours. Compensatory time off may be carried over from year to year so long as the eighty (80) hour maximum limit is not exceeded. All compensatory time earned in excess of eighty (80) hours shall be paid in a lump sum during the first pay period in January. Requests for use of the compensatory time off shall be granted by the Chief, provided granting of such request does not interfere with the normal operations of the Police Department or result in the payment of overtime. No prior approval of compensatory time shall be granted with greater than sixty (60) days' advance notice.

Section 6.03: Call in Pay: Any employee who is ordered to report for duty at a time other than his/her regularly scheduled tour of duty and not contiguous to his/her regularly scheduled tour of duty (except for court time) shall be compensated a minimum of two (2) hours at time and one-half (1 1/2) or time and one-half (1 1/2) for all time worked, whichever is greater, for the performance of that assignment.

Section 6.04: Court Pay: All employees who report for court duty during off-duty hours shall be compensated at a minimum of two (2) hours at time and one-half (1 1/2) or time and one-half (1 1/2) for all time worked, whichever is greater.

Section 6.05: Training School: Overtime earned as a result of attending required in-service training, required school sessions or range-time outside the regularly scheduled work shift shall be compensated at time and one-half (1 1/2), if such training time results in the

employee working more than ninety-two (92) hours in the fifteen (15) day cycle or any hours which would constitute FLSA overtime under any other work cycle.

Section 6.06: Work Shifts: Work shifts are defined as:

K-9 Officers:	Power Shift	8:00 PM – 4:00 AM
Patrol Officers:	First shift:	7:00 AM - 3:00 PM
	Second shift:	3:00 PM - 11:00 PM
	Third shift:	11:00 PM - 7:00 AM
	Power shift:	7:00 PM - 3:00 AM
Detectives:	First shift:	7:00 AM - 3:00 PM
	Second shift:	3:00 PM - 11:00 PM

Detectives shall be assigned to one of the two above listed shifts on a detective seniority basis. Detectives may have their shifts changed, provided they are given at least a twenty-four (24) hour notice prior to the day of the shift change. Detectives who receive a notice to appear in court shall immediately provide a copy to the Chief of Police or his designee.

When offered light-duty work assignments, officers may have their work shifts changed or modified upon mutual agreement of the Chief of Police and the officer.

The work shifts of employees who are receiving premium pay as instructors pursuant to Section 8.03 may have their shifts changed by the Chief, In order to accomplish their duties as instructors. No overtime shall be paid for such shift changes. Instructors included under this section are as follows: Firearms Instructor, DAAT, EVOC and Vehicle Contact Instructors.

Section 6.07: Permanent Shift Selection: Permanent shift selection shall be made on a seniority basis, using Patrol Seniority or Detective Seniority as appropriate (see Section 7.01). If, during the year, vacancies occur, said vacancies shall be posted for a period of no less than seven (7) calendar days and filled by seniority. Employees may trade permanent shifts, provided seniority is maintained. For the purpose of this article, "calendar day" equals one (1) complete twenty-four (24) hour period commencing at 12:01 a.m. It shall be the employee's responsibility to review and be aware of such posting. The Chief or his designee shall date the initial posting.

Probationary employees shall be given shift assignments regardless of seniority, subject to the needs of the department. Probationary employees shall not be allowed to trade shifts without the permission of the Chief. Once an employee has completed probation, the employee

shall select one (1) of the permanent shifts described in Section 6.06, based upon seniority and availability of shift.

Section 6.08: Temporary Vacant Shifts (4 or More Hours Notice):

- A. Overtime assignments caused by four (4) or more hours notice will be filled by first offering the assignment to off-duty officers by seniority.
- B. If no off-duty officers accept the overtime, on-duty officers on the preceding and following shifts shall each be offered four (4) hours of overtime by seniority.
- C. If there are no volunteers to work the overtime, the overtime assignment shall be filled by ordering an on-duty officer or officers on a reverse seniority basis, to work the overtime.
- D. All advance notice overtime postings, excluding "Specialty Shifts" shall be approved not less than forty-eight (48) hours prior to the start of the scheduled overtime event. All other overtime events shall be filled using Sections 6.08 and 6.09. It shall be the responsibility of the officer to check the overtime list to see if the request for overtime has been approved.

Section 6.09: Temporary Vacant Shifts (Less than 4 Hours Notice):

- A. Full Shift: If an employee is unable to work his/her regularly scheduled shift and provides four (4) or less hours notice, the vacancy shall be offered in four (4) hour segments on a seniority basis to the officers who are working the on-duty shifts following and preceding the assignment.
- B. Partial Shift: If an employee is unable to work his/her regularly scheduled shift and provides four (4) or less hours notice, the vacancy, if less than four (4) hours in length, shall be offered on a seniority basis to the officers who are working the on-duty shifts following or preceding the assignment.
- C. If there are no volunteers, the shift commander may assign the work to an on-duty officer on a reverse seniority basis as described in Section 6.09(B).

Section 6.10: Specialty Shifts: A "Specialty Shift" shall be a previously scheduled shift created by the Chief or his designee outside of the established work shifts defined in Section 6.06. For grants and other special projects, such shifts shall be offered on a seniority basis, with the stipulation that acceptance of such an assignment shall not result in more than twelve (12)

consecutive work hours. If the shift cannot be covered by on-duty officers, off-duty officers may be assigned the shift on a reverse seniority basis.

For assignments that span two (2) or three (3) shifts (i.e. Black Friday) for which there are not enough volunteers, the assignment shall be broken up in such a way that an "on-duty" officer from each affected shift shall be ordered to fill the overtime.

For example, for a patrol special assignment that runs from 9 PM to 7 AM, on-duty third shift patrol officers shall work 9 PM to 11 PM, on-duty second shift patrol officers shall work 11 PM to 3 AM, and on-duty first shift patrol officers shall work 3 AM to 7 AM.

Section 6.11: For the purpose of this Article, "off duty" shall mean an officer who is not regularly scheduled to work on the day in question. (See Section 6.01).

Section 6.12: Maximum Hours: No officer shall work more than twelve (12) consecutive hours, with the exception of an emergency or special circumstance as determined by the Chief or his/her designee.

Section 6.13: Shift Trades: Employees shall be allowed to trade shifts with each other. Said trades shall be required to be made within sixty (60) days from the first trade day, except for the month of December when both trade days shall be scheduled in that month. No overtime shall be paid to those employees making such voluntary shift trades. In consideration of the fact that Detectives may not have another Detective to trade shifts with, Detectives may trade shifts with themselves subject to the following provisions:

1. Detectives may trade shifts with themselves once per week for the purpose of attending classes in an accredited college or university in which he/she is enrolled as a degree seeking student in either a law enforcement or public administration degree program.
2. Detectives may trade shifts with themselves for the purpose of conducting departmental business or casework. In such cases, advance approval of the Detective Lieutenant or Shift Commander on the shift the Detective is working shall be required.
3. Detectives may trade shifts with themselves for personal business. Trades for personal reasons shall be limited to one (1) occurrence every sixty (60) days and shall not accumulate. An "occurrence" is defined as one (1) trade day and one (1) payback day.

4. No overtime shall be paid for making such voluntary shift trades.

Section 6.14: Off days. The Chief or his/her designee reserves the right to deny any request for off days with less than twenty-four (24) hours' advance notice, except those which are selected pursuant to procedures which are identified in Sections 9.04 and 11.03 of this Agreement, if the granting of the off day would result in shift shortages and/or the need for payment of overtime in order to fill the slot.

ARTICLE VII - SENIORITY

Section 7.01: Determination of Seniority: Seniority shall be determined by the length of service as of the first date of employment by the Village as a full time police officer. Officers who are promoted to Detective shall maintain their overall departmental seniority; however the date of their promotion shall be used when determining seniority within the detective bureau (called detective seniority).

Section 7.02: Probation: All new employees shall be on probation for a period of eighteen (18) months. The probationary period may be extended by mutual agreement of the Chief of Police and the Association. If the employee proves unsatisfactory or unfit for continuance in the service during the probationary period, the employee shall be terminated on recommendation of the Chief of Police. Probationary employees may be terminated at any time by the action of the Chief of Police. Discharge by the Chief of Police during the probationary period shall not be subject to a grievance or to review by the Fire and Police Commission.

Section 7.03: Termination by Seniority: An employee's accumulation of time worked will be terminated if the employee is discharged. If he/she is laid off, he/she shall retain his/her seniority for two (2) years after layoff.

Section 7.04: Loss of Seniority: An employee shall lose his/her seniority rights and the employment relationship shall be terminated for the following reasons:

- A. If he/she quits.
- B. If he/she has been discharged.
- C. If he/she fails to notify the Village within one (1) week of his/her intentions upon recall from layoff and does not report for work within two (2) weeks of recall (by certified, return receipt mail).
- D. If he/she has been in layoff status longer than provided above.

- E. If he/she fails to return to work on the first day following the expiration date of a leave of absence.
- F. If he/she retires on a voluntary or compulsory basis.

ARTICLE VIII - WAGES

Section 8.01: Wages: A "Job Classification and Rate Schedule" shall be attached to this agreement as Appendix "A".

Section 8.02: Wisconsin Retirement System (WRS) Contribution:

- 1. Effective as of the date of ratification of this settlement by the Village and Local 185, all employees shall contribute 6.5% of the employee's contribution required by the Wisconsin Retirement System.
- 2. Effective January 1, 2015, all employees shall contribute the full amount required by the Wisconsin Retirement System for general service employees.

Section 8.03: Premium Pay: Employees who are trained and are assigned by the Chief or his designee to perform the duties and responsibilities of a Field Training Officer (FTO) or Firearms Instructor shall be paid an additional one dollar (\$1.00) per hour for each hour for each day of performing the duties and responsibilities of and FTO or Firearms Instructor. In addition, a FTO shall receive one (1) hour of compensatory time for each full day (defined as eight (8) hours or longer) of training which is provided by the FTO.

ARTICLE IX - VACATIONS

Section 9.01: Entitlement:

- A. All employees who shall have six (6) months continuous service by June 1st shall receive one (1) week of vacation pay at the regular rate for forty (40) hours of work.
- B. All employees having had one (1) year or more of service by June 1st, shall receive two (2) weeks of vacation pay at the rate for eighty (80) hours of work.
- C. All employees with seven (7) years or more of service shall receive three (3) weeks of vacation with pay at the regular rate of one hundred twenty (120) hours of work, provided however that any employee reaching his/her seventh (7th) anniversary date during the calendar year shall be entitled to three (3) weeks of vacation during such calendar year.

- D. All employees having completed thirteen (13) years of continuous service shall be eligible to receive four (4) weeks of vacation with pay at the regular rate of one hundred sixty (160) hours of work, and shall be so entitled in the year in which they accumulate such continuous service.
- E. All employees who have completed twenty-one (21) years of continuous service shall be eligible for five (5) weeks of vacation with pay at the regular rate of two hundred (200) hours of work and shall be so entitled in the year in which they accumulate such continuous service.

Section 9.02: Termination: An employee who is entitled to a vacation at the time of terminating his/her service with the Village shall be paid for his/her unused vacation earned during that calendar year at the time of severing his/her status; and if such employee has earned any pro rata credit for his/her subsequent vacation, such vacation credit shall be paid in a proportionate ratio. This section shall not apply if the employee fails to give two (2) weeks written notice of termination in writing or if the employee's employment is terminated by the Village.

Section 9.03: Scheduling of Vacation: Employees who have one (1) year of service or more by June 1st may take their vacation and receive their vacation pay at any time from January 1st to December 31st. Employees who have at least six (6) months service but less than one (1) year by June 1st may take their vacation at any time from January 1st to December 31st, but will not receive their vacation pay prior to June 1st. Officers cannot accrue or carryover vacation time beyond December 31st of any year, except in the event that an approved vacation request is cancelled on or after December 20th.

Section 9.04: Scheduling Based on Seniority: Vacation preference shall be selected on the basis of seniority by February 10th of the year in which vacation is to be taken. The employee with the most seniority makes first selection and so forth, but the employees can mutually switch vacation periods if it can be done without inconvenience to the Village or loss of coverage to Village residents. The Employer shall notify the employees by written communication whether or not their vacation selections have been granted. Such notification shall take place not later than February 17th. Employees not making a vacation selection by February 10th must take vacation periods remaining. Up to five (5) days of vacation may be taken in one-half (1/2) day increments, with the approval of the Chief of Police. Regular off

days, contiguous to vacation days, shall be treated in the same fashion as the vacation days and not subject to call-in, except in case of emergency.

Section 9.05: Retirement. All earned/unused vacation shall be paid in a lump sum upon retirement.

Section 9.06: It is understood that a maximum of one (1) employee per shift and three (3) employees in the department (excluding detectives) may be on vacation or casual days at any time (there shall be no use of casual days if a vacation day is being taken on the same shift). Additional employees may be allowed off with the approval of the Chief of Police or his designee.

Section 9.07: It is understood that a maximum of one (1) employee per shift and three (3) employees in the Department (excluding detectives) may take casual days at any one (1) time unless the need for the casual day is based upon illness of the employee in question. Employees granted casual days shall not suffer cancellations should another employee use casual days for illness pursuant to Section 11.02 procedures.

ARTICLE X - HOLIDAYS

Section 10.01: Explanation: It is hereby understood between the parties that the Village recognizes that ten (10) holidays and two (2) Kelley days are granted to employees, but that said stated days are used to offset the difference in hours worked caused by the 5-2, 5-3 work cycle to create a two thousand and eighty (2080) hour work year.

Section 10.02: Employees who are classified as Court Officer and School Resource Officer shall have the following eleven (11) holidays off with pay: New Year's Day, Presidents' Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve.

ARTICLE XI - SICK LEAVE

Section 11.01: Casual Days: Each full-time employee shall be granted up to three (3) casual days per year. The third casual day shall be earned when the employee has not used a sick leave day during the preceding six (6) months.

Casual days will be granted if written notice of the employee's intent to take such days is received by his/her supervisor at least twenty-four (24) hours prior to the scheduled day for such time off. The employee need not give any reason for the casual day taken under this subsection.

In the event of an emergency, shorter advance notice will be acceptable and a casual day will be granted subject to the needs of the Department.

The Chief or his designee shall have discretion with regard to the granting of the third casual day. The discretion exercised must take into consideration the staffing needs of the Department.

Section 11.02: Accrual: Full-time employees shall earn one (1) day [eight (8) hours] of sick leave per month from the date of hire, with total accumulation not exceeding twelve hundred sixty (1260) hours of sick leave. An employee who becomes ill or injured when not in actual performance of duty, and as a result is not able to perform his/her duties on a regularly scheduled duty day, shall receive his/her regular pay during such absence, to the extent of his/her sick leave accumulation. Sick leave shall be charged on an hour-for-hour basis.

Sick leave pay is payable upon and during the illness or disability of an employee. It is not payable for non-emergency dental or medical appointments, unless it is impracticable for the employee to schedule such appointments during the employee's off hours. Where the injury or illness occurs as a result of work which is being performed for another employer, the sick leave benefits/disability/Workers Compensation provided by the other employer shall be the coverage which is provided. Such benefits must be exhausted before any Village sick leave benefits are provided.

When an employee leaves work because of illness, the employee shall receive regular pay for so long as the employee worked and sick leave pay, if available, for the remainder of the regular workday and subsequent days upon which the employee is unable to perform his/her duties. Employees who have been ill but are able to return to work during their regular workday may telephone a supervisor as to the availability and, if authorized to do so, may return to work. If employees so return to work, sick leave pay, if available, shall be paid only for the period of absence from his/her regularly scheduled duties.

Section 11.03: Notice of Illness: Sick leave shall include absence from duty on a regularly scheduled duty day because of an employee's illness or injury or, upon proper notice to the Chief or representative, because of serious injury, illness or medical emergency in the employee's immediate family (child or spouse). "Proper notice" means immediate notification to the Chief or representative of the need to leave work and the reason. The Chief or representative shall relieve the employee as soon as possible. Sick leave may be taken on an hourly basis, but

will be charged in one (1) hour segments. In order to be granted sick leave with pay, the employee must adhere to the following. He/she must report the reason for the absence from work at least one (1) hour prior to the start of his/her shift. In addition, the employee must keep the Chief informed of his/her condition, during the absence.

Section 11.04: Payment of Sick Leave: Employees on sick leave shall receive the pay due under the sick leave allowance on their regular pay day.

Section 11.05: Proof of Disability: The Village may require the submission of adequate medical proof of the employee's disability due to accident or illness by a physician of the Village's choice, at Village expense. Should there be an extended period of disability; the Village shall have the right to require periodic medical proof of the employee's disability. Prior to the employee's return to duty following a sick leave funded absence, the Chief of Police, at his/her discretion, may require certification from a physician of the Village's choosing, at its own expense, that the employee has recovered adequately and is qualified to return to work.

Section 11.06: Injury or Illness on the Job: If any employee appears to be injured or ill while on the job, or there is reason to believe that an employee needs medical attention, the Chief or his/her designee shall have the right to require the employee to furnish, before returning to work, a statement from a licensed physician that the employee is capable of performing the work required on his/her job. The Village shall send such employee to the doctor at its expense on working time.

The Chief or his/her designee shall have the right, at his/her discretion, to send the employee home or to a doctor in the event the Chief determines that the employee is medically unable to fulfill his/her duties as a police officer.

It is understood and agreed that, on the day that the employee is sent home by the Chief, one-half (1/2) of the shift hours after the employee is sent home are to be taken from accrued available sick leave, and the other one-half (1/2) are to be considered paid administrative leave. All other days on which the employee is absent, consecutive to the first day (and as a result of the Chief's decision), are to be taken from the employee's accrued available sick leave.

Section 11.07: Retirement: Sick leave hours earned by an employee in excess of twelve hundred sixty (1260) hours shall be placed in a fund for use, when the employee retires pursuant to Section 16.02, in payment toward post-retirement health insurance premiums. Such sick leave hours shall be considered to be vested when they are earned by the employee.

ARTICLE XII - JURY DUTY

Section 12.01: Any employee called for jury duty shall receive his/her regular salary for such time, provided he/she shall deposit any compensation received for jury duty with the Village Administrator and receive his/her regular pay in return. Any employee called for jury duty but not assigned to serve will return to their assigned jobs as soon as dismissed.

ARTICLE XIII - MILITARY LEAVE

Section 13.01: Armed Forces: Employees called upon or who enlist in the Armed Forces of the United States shall be granted leaves of absence and their seniority shall accumulate, providing they report for work within ninety (90) days of discharge unless unable to do so because of illness or injury, in which case leave shall be extended.

Section 13.02: Reinstatement: Upon return from military leave, the employee shall be returned to a position and pay in keeping with federal regulations.

Section 13.03: Reserve Training: An employee who is a member of a military reserve and who may be called upon for reserve training or emergency service shall receive his/her regular pay for such training or service not to exceed two (2) weeks for any one (1) call up, provided he/she shall deposit his/her military base pay with the Village Administrator and receive his/her regular pay in return.

ARTICLE XIV - FUNERAL LEAVE

Section 14.01: Immediate Family: In the event of the death of an employee's father, mother, husband, wife, brother, sister, son, daughter, father-in-law, mother-in-law, daughter-in-law, son-in-law, or step child (a step-child is one living with or who was raised by the step-parent), such employee will be paid for straight time lost from scheduled work, not to exceed three (3) consecutive scheduled workdays falling between the date of death and the date of the funeral, both inclusive, except in special circumstances. If three (3) days are not sufficient for the needs of the employee, he/she may request more time off from the Chief or his designee, who

shall exercise his discretion, which shall be based upon the needs of the department. Such additional leave shall, if granted, be deducted from accumulated sick leave.

Section 14.02: Other Family: In the event of the death of an employee's brother-in-law, sister-in-law, grandparent, grandchild, or spouse's grandparent, such employee will be paid for straight time lost from scheduled work, not to exceed one (1) scheduled workday falling between the date of death and the date of the funeral, both inclusive, except in special circumstances.

Section 14.03: Rate of Pay: Pay shall be at the employee's straight time hourly earned rate for the payroll period in which the death occurred. It is agreed that the employee may be required to furnish verification of the date of death, date of funeral and relationship to the deceased.

ARTICLE XV - WORKER'S COMPENSATION

Section 15.01: Employees are entitled to Worker's Compensation coverage. An employee who is absent due to injury or illness caused during the course of his/her duties shall receive his/her regular wages during his/her absence for a period of one (1) year only, and thereafter the employee shall receive compensation in accordance with the Wisconsin Worker's Compensation Act. If the occupational injury or illness is of the duration in which Worker's Compensation is paid to the employee, the employee shall receive a voucher check without deductions for the mandated amount of Worker's Compensation and a payroll check for the difference between Worker's Compensation and regular wages; however, the total Wisconsin Retirement System contributions shall be made on the basis of the employee's total compensation.

ARTICLE XVI - INSURANCE

Section 16.01 – Hospital-Surgical:

- A. For the duration of this agreement, effective 1/1/14, the Village shall provide hospital, surgical, and dental insurance. Effective January 1, 2014, employees will contribute five percent (5.0%) toward their insurance premium. Effective as of the date of ratification is this Agreement by both parties, employees shall contribute three percent (3.0%) toward their health insurance premium. Employees who achieve and maintain “Silver” status under the Village Wellness Program by December 1, 2014 shall continue to contribute 3.0% toward health insurance premium.

Employees who elect not to participate in the Village Wellness Program, and employees who do not achieve “Silver” status as of December 31, 2014, shall contribute twenty percent (20%) toward their health insurance premium throughout 2015.

Employees who achieve “Silver” status between December 1 and December 31, 2014 shall contribute 20% toward their health insurance premium through the month of January, 2015, and shall revert to a 3.0% premium contribution as of February 1, 2015.

B. Dental Insurance: Employees to pay ten percent (10) of premium, through payroll deduction, effective as of date of ratification to this Agreement.

Section 16.01: Effective June 1, 2012, the Village will not contribute any amounts toward vision insurance premiums.

- A. An employee who becomes totally disabled due to work-related injury or illness shall continue to receive coverage provided by the Village during such period of total disability until such employee becomes eligible for coverage under any present or future federal hospital-surgical-major medical insurance plan.
- B. An employee who is out due to illness shall continue to receive coverage provided by the Village for six (6) months after such employee exhausts his/her Pay Maintenance Plan benefits. Such employee can continue coverage for an additional six (6) month period by paying, in advance, to the Village Administrator the full monthly premium for the coverage.

Section 16.02: Retirees:

- A. For employees who retire after January 1, 1979 who are fifty-five (55) years of age and have had twenty (20) or more years of continuous employment with the Village immediately preceding retirement, the Village shall pay its share of the medical and dental coverage. If the employee was covered by a family policy at the time of retirement, he/she shall be eligible to retain such family coverage. The Village shall pay the entire premium for such health and dental coverage equal to the level of coverage provided active employees for five (5) years after the employee in question retires; thereafter, the monthly premium cost to the Village shall be fixed at the monthly rate which was in effect five (5) years after the employee's retirement, and the retiring employee must pay the cost of any premium increase thereafter. The Village's premium obligation shall terminate

when the employee becomes eligible for Medicare. If the employee decides to purchase supplemental medical benefits, he/she shall pay the full cost of such supplemental coverage.

- B. For employees not covered by the preceding paragraph, during the duration of the agreement, the Village agrees to include retiring employees in the group for which the Village shall negotiate a comprehensive medical and dental coverage policy. Retiring employees may voluntarily continue the medical and dental coverage. Each retired employee who elects to continue said coverage shall pay the entire cost of said coverage.
- C. Any employee electing to carry said coverage after retirement shall notify the Village Administrator in writing at least thirty (30) days before the effective date of his/her retirement. Said retired employee shall also be required to pay the monthly premium for said coverage to the Village Administrator one (1) month in advance.
- D. All retirees shall be placed within the insurance program established for active employees and as further modified for active employees.

Section 16.025 - Retirement Health Savings Plan (RHS):

- A. For employees hired after January 1, 2011, the Village shall pay 0% of the retiree health insurance premiums for hospital-surgical-major medical.
- B. For employees hired after January 1, 2011, the Employee must contribute accrued vacation hours in excess of two hundred sixteen (216) hours, and
- C. Employees will contribute one hundred percent (100%) of sick and vacation accrual upon termination, and
- D. Employees and Employer will each contribute one percent (1%) of ongoing salary per calendar year.
- E. All employees who meet the maximum accumulation of twelve hundred sixty sick hours (1260) will still accrue hours according to the accrual schedule, but the hours will be converted into dollars and contributed into the RHS.
- F. The Village reserves the right to change Plan Administrator's or investment vehicle, but not the overall nature of the benefit, following discussion with Association representatives.

Section 16.03: Change of Carrier: The Village may, from time to time, change the insurance carrier or self-fund health care benefits if it elects to do so.

Section 16.04: No Claim: No employee shall make any claim against the Village for additional compensation in lieu of or in addition to the cost of his/her health insurance coverage because he/she does not qualify for insurance or for the family plan.

Section 16.05: Non-Duplication: Any employee shall notify the Village in writing within thirty (30) days of such time as he/she becomes covered under a health insurance policy providing health insurance benefits which are substantially equivalent to those provided by the Village's group health insurance policy. In no event will the Village pay toward the cost of a plan if it results in duplication of hospital and medical or dental coverage.

Section 16.06: Life Insurance: The Wisconsin Group Life Insurance Plan shall be continued. The Village will pay the full premium required by the Plan.

Section 16.07: Long Term Disability Insurance: The Village shall make available, to eligible employees, long-term disability insurance, with an eligibility period of ninety (90) days and a twenty four (24) month duration. The cost of this insurance shall be paid by the employee by payroll deduction.

If the employee selects the thirty (30) or sixty (60) day plan option, the difference in premiums between the thirty (30) or sixty (60) day plan and the ninety (90) day plan will be paid by the employee through payroll deduction. This difference shall be added to the employee's salary to reimburse the employee for the cost of this premium difference. The Village shall pay the difference between the plans should the premium costs increase.

ARTICLE XVII - SEPARABILITY

Section 17.01: In the event any clause or portion of the agreement shall be invalidated, the remainder of the agreement shall remain in full force and effect. Negotiations shall be immediately instituted to adjust such invalidated clause or part of the agreement.

ARTICLE XVIII - UNIFORM ALLOWANCE

Section 18.01: After their first two (2) years of employment, full-time employees shall receive an annual uniform maintenance allowance per year paid on or about March 1st of each year. Effective 1/1/15 the allowance will be six hundred dollars (\$600.00). Effective as the date of ratification of this Agreement by both parties, employees may carry over no more than two hundred dollars (\$200.00) per year, to a maximum of six hundred dollars (\$600.00) of any

unused portion of the uniform allowance. The Village shall have a direct billing system for the purchase of uniforms, clothing, and equipment and will provide a list of vendors established by the Chief.

Employees shall be reimbursed to a maximum of five hundred fifty dollars (\$550.00) towards the purchase of uniforms and equipment required by the Police Department as stated in departmental policy; such reimbursement shall be made after successful completion of the probation period specified in Section 7.02. The Village shall supply weapons, magazines, and ammunition. Employees leaving the employment of the Village within two (2) years from their date of hire shall return all uniforms and equipment to the Village. Employees shall not be eligible for a uniform allowance during their first thirty (30) months of employment.

Approved Items for Reimbursement - Probationary Officers

Three (3) long-sleeved shirts

Three (3) short-sleeved shirts

One (1) jacket

One (1) mouton, knit, or parade style hat

Three (3) pairs of pants

One (1) black belt

Three (3) pairs of black socks

One (1) pair of black shoes/boots

Three (3) turtleneck shirts or dickeys

One (1) tie

One (1) pair of gloves

One (1) leather duty belt

Four (4) belt "keepers"

One (1) of each of the following:

- a. handcuff case with handcuffs
- b. expandable baton with holder
- c. glove pouch
- d. O.C. case
- e. Radio clip

In addition to normal uniform and equipment, the Village shall provide, and pay for, Department patches, three (3) badges, collar pins, "serving since" pins, holster, baton holder, pepper spray holder, and collapsible batons, one (1) jacket; one (1) mouton, knit, or parade style hat; one (1) tie; one (1) leather or basket weave style duty belt; four (4) belt "keepers;" one (1) each of the following: (a) handcuff case with handcuffs; (b) expandable baton with holder; (c) glove pouch; (d) O.C. case; (e) radio clip. No other equipment shall be provided by the Village, without express written approval of the Chief. This requirement shall pertain to first issue to employees of the above designated equipment. Thereafter, such "first issue" equipment shall not be replaced by the Village unless the equipment in question is lost or is irreparably damaged in the line of duty. The Village shall not be required to issue body armor to employees pursuant to this section. If an employee leaves the employment of the Village/Department at any time, the above items must be returned to the Department by the employee prior to the time that he/she resigns or is terminated. If any of the above-designated items must be replaced for any reason, the replacement cost for the item will be taken from the employee's annual \$550.00 uniform maintenance allowance.

Employees who retire from the Department in good standing or who are placed on physical duty disability status, as determined by the State of Wisconsin, shall be allowed to purchase their duty weapons at market value. The retiring employee must agree, in writing, to indemnify and to hold the Village and the Department harmless from liability created as a result of the employee's exercise of this option.

ARTICLE XIX - ENTIRE MEMORANDUM OF AGREEMENT

Section 19.01: This agreement constitutes the entire agreement between the parties and no verbal statements or practices shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XX - DRUG AND ALCOHOL TESTING

Section 20.01: Employees may be required to submit to drug and alcohol testing, for cause, as explained in departmental Policy # 115. The parties shall maintain copies of the policy and agree that all conditions of the policy be strictly adhered to by all parties.

ARTICLE XXI - NO STRIKE AGREEMENT

Section 21.01: Strike Prohibited: Neither the Association nor any of its officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this agreement and until a successor agreement is ratified by both parties. The Village agrees to not lock out any of the employees.

Section 21.02: Association Action: Upon notification by the Village to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately, in writing, order such members to return to work, provide the Village with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

Section 21.03: Penalties: Any or all of the employees who violate any of the provisions of this section shall be subject to the disciplinary procedure.

ARTICLE XXII - FAIR SHARE

Section 22.01: All employees in the bargaining unit shall be required to pay, as provided in this article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's Constitution and By-laws.

The Employer shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Association, as provided in Section 111.70(1)(1), Wis. Stats., and as certified to the Employer by the Association. The Employer shall pay said amount to the treasurer of the Association on or before the 15th of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Association; however, all employees, except exempt employees, shall be required to pay their full (annual) fair share assessment regardless of the date on which their fair share deductions commence.

- A. For purposes of this article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the Employer pursuant to Article XXIII (Dues Deduction) or paid to the Association in some other manner authorized by the Association. The Association shall notify the Employer of those employees who are exempt from the provisions of this article and shall notify the Employer of any changes in its membership affecting the operation of the provisions of this article.
- B. The Association shall notify the Employer of the amount certified by the Association to be the fair share of the cost of representation by the Association and the date for the commencement of fair share deductions, two (2) weeks prior to any required fair share deduction.

The Association agrees to certify to the Employer only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the Employer of any change in the amount of such fair share costs.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.

The Association does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provision of this article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this article, provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

Section 22.02: Indemnification: The Association will refund to the employee involved any Association dues erroneously collected by the Employer and paid to the Association. The Association agrees to hold the Employer harmless from any claims or demands arising out of compliance with the provisions of this article.

ARTICLE XXIII - DUES DEDUCTION

Section 23.01: Dues Deduction Forms: The Employer agrees to deduct monthly dues from the pay of employees who individually sign voluntary check-off authorization forms supplied by the Association which shall include the following statement:

"I, the undersigned, hereby authorize the Village of Pleasant Prairie to deduct from my wages each and every month, my Association dues and direct that such amount so deducted be sent to the Treasurer of the Association for and on my behalf."

This authorization shall be valid for the term of this contract.

Section 23.02: Deductions: The Employer shall deduct the appropriate amount from the first paycheck each month of each employee requesting such deduction following receipt of such statement, and shall remit the total of such deductions to the Association in one (1) lump sum.

ARTICLE XXIV - EDUCATION INCENTIVE

Section 24.01: The Village shall provide tuition reimbursement to Department employees, subject to the following conditions:

- A. The Village shall provide tuition reimbursement and reimbursement for the cost of books (not to exceed two hundred dollars [\$200.00] per course) up to a maximum of three (3) courses per calendar year.
- B. Courses eligible for reimbursement shall be Police Science, Criminal Justice, Public Administration and Business Administration. Approval of the Business Administration courses are the exclusive right of the Chief of Police and the courses must be reasonably related to a law enforcement career.
- C. All courses for which tuition reimbursement is requested must be approved, in advance, by the Chief of Police.
- D. The employee must achieve a grade of "B minus" or better, and must take the graded option rather than the ungraded option (where such a choice is available) in order to be eligible for tuition reimbursement.

- E. Tuition reimbursement shall be provided after the course is completed, and after the grade is received, by the employee.

ARTICLE XXV - RESIDENCY

Section 25.01: Employees covered under this Agreement shall reside within fifteen (15) miles of the jurisdictional boundaries of the Village. Newly hired bargaining unit employees shall establish such residency within twenty-four (24) months of their date of hire. Current employees who do not live within this boundary as of the date of ratification of the Agreement by both parties, may retain their current residence, but must relocate within this boundary if they change residence following ratification of this Agreement by both parties..

ARTICLE XXVI - DURATION

Section 26.01: This agreement shall become effective January 1, 2014, and shall remain in effect through December 31, 2015, and shall continue on in full force and effect until a successor agreement has been executed, provided that it does not exceed three (3) years in duration. Either party wishing to reopen the contract for negotiations in the final year of the agreement shall notify the other party in writing on or about September 1st of its intent to commence negotiations. Thereafter the parties shall mutually agree to a date to exchange proposals.

Dated this _____ day of _____, 12.

FOR THE VILLAGE

FOR THE ASSOCIATION

Village President

Association President

Village Administrator

Bargaining Unit Member

Village Clerk

Labor Consultant

Effective January 1, 2014 – 2.0%

Patrol Officer Hired Before 1-1-99	Hourly	Overtime	Annually
After 24 months	28.21	42.32	58,677.09
After 42 months	31.34	47.02	65,196.77
Hired on or after 1-1-99			
Start	25.08	37.61	52147.41
After 12 months	26.63	39.95	55,396.45
After 24 months	28.21	42.32	58,677.09
After 36 months	29.79	44.68	61,957.73
After 48 months	31.34	47.02	65,196.77
Detective			
Start	32.24	48.36	67,063.78
After 12 months	33.11	49.66	68867.14

Patrol Officer Hired Before 1-1-99	Hourly	Overtime	Annually
After 24 months	28.77	43.16	59,841.85
After 42 months	31.97	47.95	66,490.94
Hired on or after 1-1-99			
Start	25.58	38.38	53,213.56
After 12 months	27.17	40.76	56,517.30
After 24 months	28.77	43.16	59,841.85
After 36 months	30.38	45.57	63,187.20
After 48 months	31.97	47.95	66,490.94
Detective			
Start	32.88	49.33	68,400.38
After 12 months	33.77	50.66	70,246.18

MEMORANDUM OF UNDERSTANDING: CANINE OFFICER

The following understanding has been reached by the undersigned parties and shall be considered to be part of the Agreement between such parties in effect from January 1, 2011 through December 31, 2013.

1. The handler will be paid for forty (40) hours per week plus any overtime authorized by a supervisor. The handler will be expected to work seven (7) hours per day or a total of thirty five (35) hours per week. The remaining five (5) hours is to be used at the discretion of the Chief (including location of these five (5) hours within the work shift) for the purpose of maintenance of the animal. This would include trips to the veterinarian feeding, grooming, walking/exercising and other interaction with the animal. Under no circumstances will overtime be authorized for the maintenance of the animal.
2. Costs for the maintenance of the animal are to be borne by the Village. This includes feeding, medical care and miscellaneous expenses such as collars, muzzles, leashes, grooming and kennels.
3. Costs for the initial and continuing training of the handler will be borne by the Village including any necessary travel expenses.
4. The handler will receive no upgrade in pay as a result of his/her appointment as a canine handler.
5. The handler agrees to forfeit the opportunity for promotion to the rank of detective while functioning as a canine handler as the handler must remain in uniform. This does not affect the handler's ability to seek promotion to any uniformed rank.
6. All vacation, casual and compensatory days off shall be at seven (7) hours, consistent with the canine officer's scheduled workday. Vacation, casual and compensatory days off where the canine is boarded for a full twenty-four (24) hour period shall deduct eight (8) hours. Canine handlers attending required training shall be paid overtime for all training hours in excess of seven (7) hours, except on required training days where the handler is not with the canine for care and maintenance.

MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER (SRO)

The following understanding has been reached by the undersigned parties and shall be considered to be part of the Agreement between such parties in effect from January 1, 2011 through December 31, 2013.

1. There will be no upgrade in pay to the Patrol Officer appointed to the position of School Resource Officer (SRO).
2. The SRO shall remain eligible for departmental overtime by seniority, provided that the overtime does not interfere with the SRO's designated work hours or result in working more than twelve (12) consecutive hours. The SRO must obtain supervisory approval for any overtime resulting from their school assignment.
3. The SRO's requested use of vacation, casual, and compensatory time off shall remain separate from patrol officers. The SRO shall follow the school calendar regarding the use of time off. It is agreed that the SRO can request days off during the school year, outside of periods of school recess, with approval from the Chief of Police and designated Kenosha Unified School District representative.
4. The SRO shall be off and paid for the holidays listed in Section 10.02.
5. During the school calendar year, the SRO's schedule shall be Monday through Friday with Saturdays and Sundays off. The SRO shall work an eight (8) consecutive hour shift as determined by the designated Kenosha Unified School District representative and Chief of Police. During school recess and unscheduled closings, the SRO shall report to the Police Department in uniform for patrol duty, working the same hours as if school were in session.
6. During summer recess, the SRO shall return to his/her regular shift and the normal 5-3/5-2 work schedule and shall be covered by all applicable agreements and requirements contained within the current collective bargaining agreement.
7. Under Section 18.01 - Uniform Allowance, the Patrol Officer appointed to the SRO position shall receive an additional one hundred dollars (\$100.00) annually for the purchase of plain clothes if he/she is a full-time SRO, and shall not receive the additional \$100 clothing allowance if he/she is a part-time SRO. The SRO's total uniform

allowance of seven hundred dollars (\$700.00) can be used for purchase of uniform or plain clothes.

MEMORANDUM OF AGREEMENT

This agreement is made between the Village of Pleasant Prairie (Village), the Wisconsin Professional Police Association (WPPA), and _____ (Employee).

The 3 parties to this Agreement agree as follows: In consideration of the ratification of the 2010 Collective Bargaining Agreement:

1. The employee shall be entitled, as an individual right, to the benefits conferred by Section 16.02 of the 2009 collective bargaining agreement upon the employee's retirement, provided the employee has satisfied the qualifications for those benefits as specified in Section 16.02 of the 2009 collective bargaining agreement.
2. The right to these benefits shall be considered a vested benefit belonging to the individual employee, and shall not be subjected to reduction or modification in negotiations, interest arbitration, or collective bargaining over future labor agreements.
3. The right to these benefits may only be modified by the voluntary, uncoerced agreement of the Village, WPPA and the employee in writing, signed by the authorized representatives of the Village, WPPA and by the individual personally.
4. Should any party seek to modify the benefits guaranteed in paragraph 1 without the voluntary agreement of the other party (parties), that party shall be liable for all costs, including attorneys' fees, incurred by the other party (parties) in defending the Agreement.
5. This Agreement shall be binding upon the Parties, their successors, heirs, and assigns, and shall be enforced under the laws of the State of Wisconsin.
6. The parties agree to attach a copy of this agreement to the collective bargaining agreement, as an exhibit for informational purposes only. In attaching that agreement, the parties do not thereby indicate that these individual agreements have a limited term or are in any way subject to modification in the processes of collective bargaining."

Village of Pleasant Prairie

Wisconsin Professional Police Association

Retiring Employee

**VILLAGE OF PLEASANT
PRAIRIE BOARD OF TRUSTEES
RESOLUTION # 14-13**

**RESOLUTION TO APPROVE A RELOCATION ORDER TO PERMIT THE
ACQUISITION OF REAL PROPERTY AND
FOR THE PRESERVATION OF A ROADWAY CORRIDOR
FOR 39TH AVENUE (COUNTY TRUNK HIGHWAY EZ) AND
SPRINGBROOK ROAD IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN**

WHEREAS, the Village of Pleasant Prairie ("Village") desires to acquire real property within 39th Avenue (County Trunk Highway EZ) and Springbrook Road in the Village;

WHEREAS, the acquisition of real property is for the purpose of widening, reconstruction and making of roadway related improvements to 39th Avenue and Springbrook Road;

WHEREAS, the acquisition of real property is for the preservation of the roadway corridor and for the improvement and expansion of the 39th Avenue and Springbrook Road;

WHEREAS, this Relocation Order is being adopted in accordance with Wisconsin Statute §32.05(1) for the purpose of the described public improvement project;

WHEREAS, the Village hereby determines that it is necessary and it is for a public purpose to preserve the roadway corridor for the improvement and expansion of 39th Avenue and Springbrook Road;

WHEREAS, in order to reconstruct and complete the proposed public improvements project it is also determined necessary, in accordance with Wisconsin Statutes §61.34(3), 61.34(3m) and 61.36, to acquire permanent and temporary easements, which are shown on the Plat of Right-of-Way Required for 39th Avenue, Wisconsin Department of Transportation Project No. 3729-00-04, provided as an attachment to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees of the Village of Pleasant Prairie that this Relocation Order is hereby approved and adopted.

Adopted by this 12th day of May, 2014.

John P. Steinbrink, President
Village of Pleasant Prairie

ATTEST:

Jane M. Romanowski, Village Clerk
Village of Pleasant Prairie

.....
RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie
County: Kenosha
Project: 39th Avenue Reconstruction

.....
WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit A and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT A

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-234-0360
STEVE ROVIK
39TH AVENUE
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

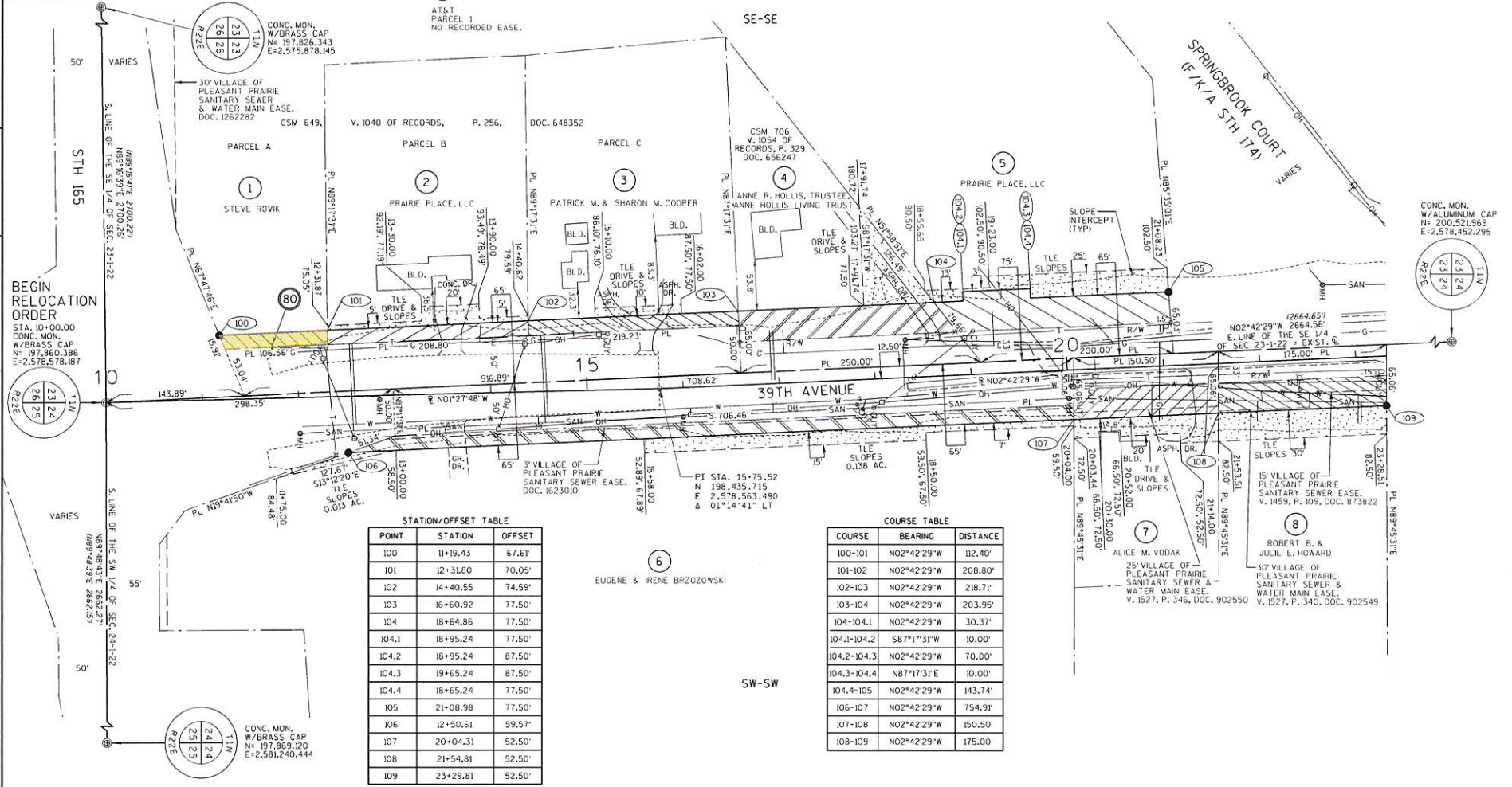
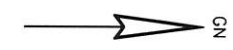
Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

Part of Parcel A of Certified Survey Map 649, recorded in Volume 1040 of Records, on Page 256, as Document 648352, and located in the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: The east 15.00 feet of said Parcel A.

This parcel contains **0.038 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	STATE STATUTE 82.18		66'
39TH AVENUE	PROJECT 3994-1-13	1981	66'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
STH 165	PROJECT 3738-06-20	2009	VARIES
SPRINGBROOK COURT (F/K/A STH 174)	PROJECT 1084421	1955	VARIES

VILLAGE OF PLEASANT PRAIRIE



POINT	STATION	OFFSET
100	11+19.43	67.61'
101	12+31.80	70.05'
102	14+40.55	74.59'
103	16+60.92	77.50'
104	18+64.86	77.50'
104.1	18+95.24	77.50'
104.2	18+95.24	87.50'
104.3	19+65.24	87.50'
104.4	18+65.24	77.50'
105	21+08.98	77.50'
106	12+50.61	59.57'
107	20+04.31	52.50'
108	21+54.81	52.50'
109	23+29.81	52.50'

COURSE	BEARING	DISTANCE
100-101	N02°42'29"W	112.40'
101-102	N02°42'29"W	208.80'
102-103	N02°42'29"W	218.71'
103-104	N02°42'29"W	203.95'
104-104.1	N02°42'29"W	30.37'
104.1-104.2	S87°17'31"W	10.00'
104.2-104.3	N02°42'29"W	70.00'
104.3-104.4	N87°17'31"E	10.00'
104.4-105	N02°42'29"W	143.74'
106-107	N02°42'29"W	754.91'
107-108	N02°42'29"W	150.50'
108-109	N02°42'29"W	175.00'

REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET 0 100	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.03
	GRID FACTOR: 1.0000191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie

County: Kenosha

Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit B and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT B

FEE ACQUISITION FOR ROADWAY RIGHT-OF-WAY LOCATED IN THE VILLAGE OF PLEASANT PRAIRIE KENOSHA COUNTY, WISCONSIN

FROM:

TAX KEY NO. 92-4-122-234-0380
PRAIRIE PLACE, LLC
10214 39TH AVENUE
PLEASANT PRAIRIE, WI 53158

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

Part of Parcel B of Certified Survey Map 649, recorded in Volume 1040 of Records, on Page 256, as Document 648352, and located in the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: The east 15.00 feet of said Parcel B.

This parcel contains **0.072 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

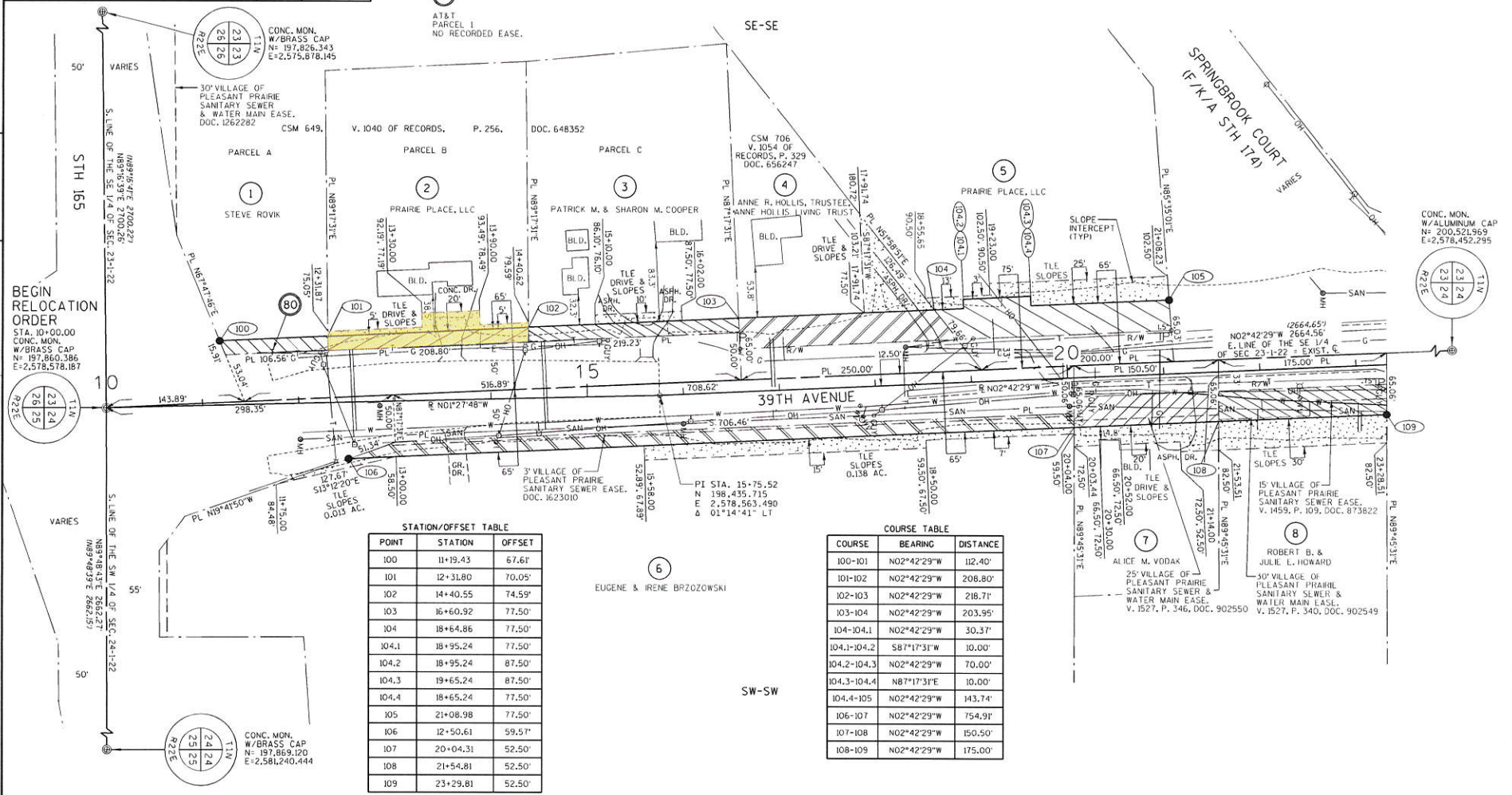
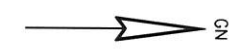
Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the southeast corner of said Parcel B; thence South 89°17'31" West, 15.01 feet along the south line of said Parcel B to the point of beginning; thence continue South 89°17'31" West, 5.00 feet along said south line; thence North 02°42'29" West, 98.15 feet, parallel with the east line of said Southeast 1/4 and 70.00 feet perpendicular to the west therefrom; thence South 88°32'12" West, 15.00; thence North 02°42'29" West, 60.01 feet, parallel with the east line of said Southeast 1/4 and 85.00 feet perpendicular to the west therefrom; thence North 88°32'12" East, 15.00 feet; thence North 02°42'29" West,

50.63 feet, parallel with the east line of said Southeast 1/4 and 70.00 feet perpendicular to the west therefrom, to the north line of said Parcel B; thence North 89°17'31" East, 5.00 feet along said north line; thence South 02°42'29" East, 208.80 feet, parallel with the east line of said Southeast 1/4 and 65.00 feet perpendicular to the west therefrom, to the point of beginning.

This parcel contains **0.045 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	STATE STATUTE 82.18		66'
39TH AVENUE	PROJECT 3994-1-13	1981	66'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
STH 165	PROJECT 3738-06-20	2009	VARIES
SPRINGBROOK COURT (F/K/A STH 174)	PROJECT T0844(2)	1955	VARIES

VILLAGE OF PLEASANT PRAIRIE



BEGIN RELOCATION ORDER
 STA. 10+00.00
 CONC. MON.
 W/BRASS CAP
 N= 197,860,386
 E= 2,578,578.187

POINT	STATION	OFFSET
100	11+19.43	67.67'
101	12+31.80	70.05'
102	14+40.55	74.59'
103	16+60.92	77.50'
104	18+64.86	77.50'
104.1	18+95.24	77.50'
104.2	18+95.24	87.50'
104.3	19+65.24	87.50'
104.4	18+65.24	77.50'
105	21+08.98	77.50'
106	12+50.61	59.51'
107	20+04.31	52.50'
108	21+54.81	52.50'
109	23+29.81	52.50'

COURSE	BEARING	DISTANCE
100-101	N02°42'29"W	112.40'
101-102	N02°42'29"W	208.80'
102-103	N02°42'29"W	218.71'
103-104	N02°42'29"W	203.95'
104-104.1	N02°42'29"W	30.37'
104.1-104.2	S87°17'31"W	10.00'
104.2-104.3	N02°42'29"W	70.00'
104.3-104.4	N87°17'31"E	10.00'
104.4-105	N02°42'29"W	143.74'
106-107	N02°42'29"W	754.91'
107-108	N02°42'29"W	150.50'
108-109	N02°42'29"W	175.00'

REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET 0 100	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.03
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie

County: Kenosha

Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit C and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT C

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-234-0370
PATRICK M. & SHARON M. COOPER
10140 39TH AVENUE
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

Part of Parcel C of Certified Survey Map 649, recorded in Volume 1040 of Records, on Page 256, as Document 648352, and located in the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: The east 15.00 feet of said Parcel C.

This parcel contains **0.075 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the southeast corner of said Parcel C; thence South 89°17'31" West, 15.01 feet along the south line of said Parcel C; thence North 02°42'29" West, 69.46 feet, parallel with the east line of said Southeast 1/4 and 65.00 feet perpendicular to the west therefrom, to the point of beginning; thence South 88°32'12" West, 10.00 feet; thence North 02°42'29" West, 90.11 feet, parallel with the east line of said Southeast 1/4 and 75.00 feet perpendicular to the west therefrom; thence North 87°17'31" East, 10.00 feet; thence South 02°42'29"

East, 90.33 feet, parallel with the east line of said Southeast 1/4 and 65.00 feet perpendicular to the west therefrom, to the point of beginning.

This parcel contains **0.021 acres**, more or less.

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie
County: Kenosha
Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit D and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT D

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-234-0371
ANNE R. HOLLIS, TRUSTEE
ANNE HOLLIS LIVING TRUST
10110 39TH AVENUE
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

Part of Certified Survey Map 706, recorded in Volume 1054 of Records, on Page 329, as Document 656247, and located in the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: The west 32.00 feet of the east 65.00 feet of said Certified Survey Map 706.

This parcel contains **0.158 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

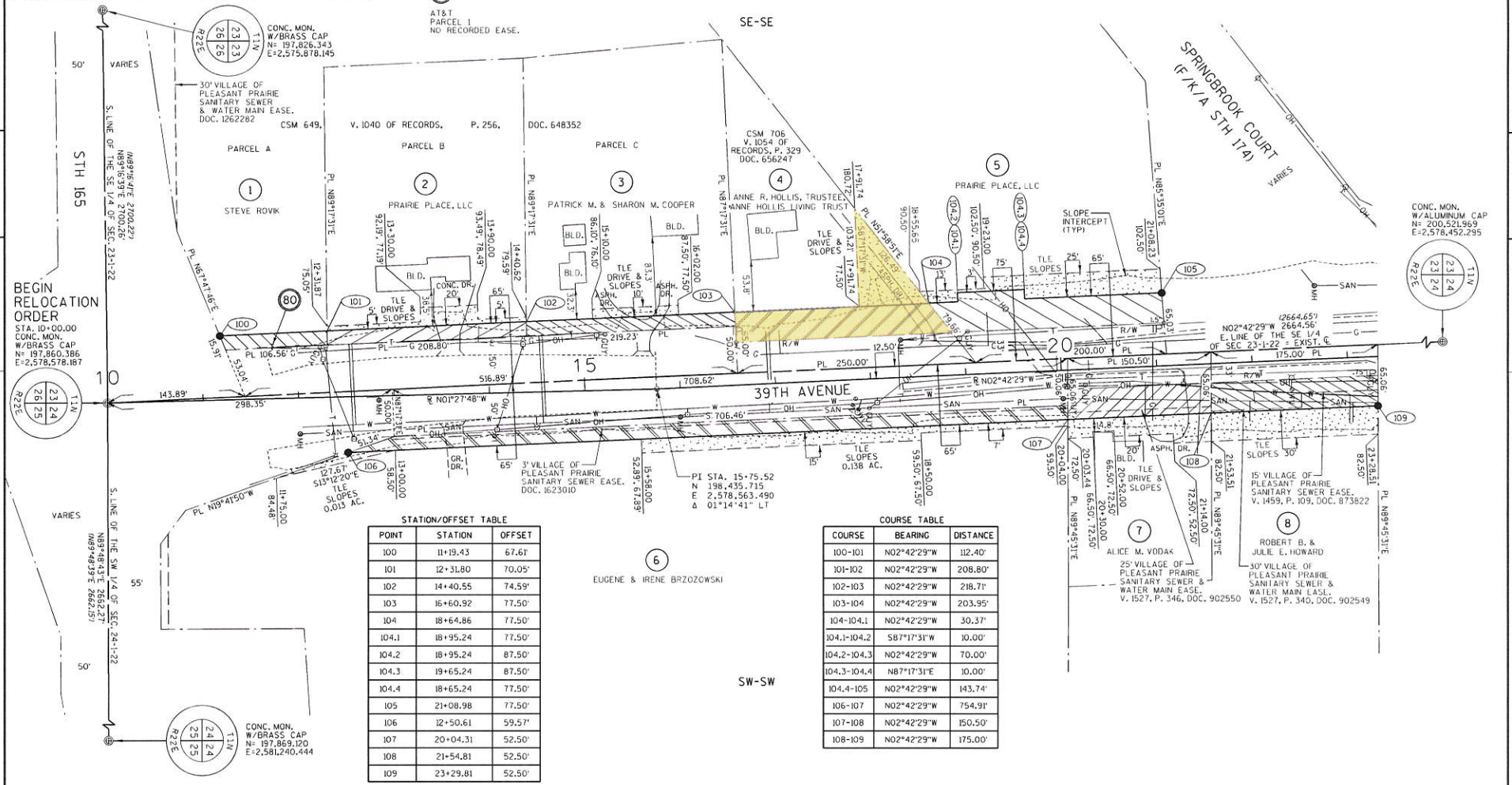
Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the southeast corner of said Certified Survey Map 706; thence South $87^{\circ}17'31''$ West, 65.00 along the south line of said Certified Survey Map 706; thence North $02^{\circ}42'29''$ West, 130.83 feet, parallel with the east line of said Southeast 1/4 and 65.00 feet perpendicular to the west therefrom; thence South $87^{\circ}17'31''$ West, 103.21 feet to the northwesterly line of said Certified Survey Map 706; thence North $51^{\circ}58'51''$ East along said northwesterly line, 126.49 feet; thence South $02^{\circ}42'29''$ East, 73.12, feet parallel with the east line of said

Southeast 1/4 and 65.00 feet perpendicular to the west therefrom, to the point of beginning.

This parcel contains **0.087 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	STATE STATUTE 82.18		66'
39TH AVENUE	PROJECT 3994-1-13	1981	66'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
STH 165	PROJECT 3738-06-20	2009	VARIES
SPRINGBROOK COURT (F/K/A STH 174)	PROJECT T0844(2)	1955	VARIES

VILLAGE OF PLEASANT PRAIRIE



STATION/OFFSET TABLE

POINT	STATION	OFFSET
100	11+19.43	67.61'
101	12+31.80	70.05'
102	14+40.55	74.59'
103	16+60.92	77.50'
104	18+64.86	77.50'
104.1	18+95.24	77.50'
104.2	18+95.24	87.50'
104.3	19+65.24	87.50'
104.4	18+65.24	77.50'
105	21+08.98	77.50'
106	12+50.61	59.57'
107	20+04.31	52.50'
108	21+54.81	52.50'
109	23+29.81	52.50'

COURSE TABLE

COURSE	BEARING	DISTANCE
100-101	N02°42'29"W	112.40'
101-102	N02°42'29"W	208.80'
102-103	N02°42'29"W	218.71'
103-104	N02°42'29"W	203.95'
104-104.1	N02°42'29"W	30.31'
104.1-104.2	S87°17'31"W	10.00'
104.2-104.3	N02°42'29"W	70.00'
104.3-104.4	N87°17'31"E	10.00'
104.4-105	N02°42'29"W	143.74'
106-107	N02°42'29"W	754.91'
107-108	N02°42'29"W	150.50'
108-109	N02°42'29"W	175.00'

REVISION DATE	DATE: MAY 12, 2014	SCALE, FEET 0 100	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.03
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie
County: Kenosha
Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit E and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT E

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-234-0400
PRAIRIE PLACE, LLC
3939 SPRINGBROOK ROAD
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: Commencing at the southeast corner of said Section 23; thence North 02°42'29" West, 910.78 feet along the east line of said Southeast 1/4 to the southeast corner of Parcel 5 and the point of beginning; thence South 51°58'51" West, 79.66 feet along the southeasterly line of Parcel 5; thence North 02°42'29" West, 30.37 feet, parallel with the west right-of-way line of 39th Avenue and 32.00 feet perpendicular to the west therefrom; thence South 87°17'31" West, 10.00 feet; thence North 02°42'29" West, 70.00 feet, parallel with the west right-of-way line of 39th Avenue and 42.00 feet perpendicular to the west therefrom; thence North 87°17'31" East, 10.00 feet; thence North 02°42'29" West, 143.74 feet, parallel with the west right-of-way line of 39th Avenue and 32.00 feet perpendicular to the west therefrom to the north line of Parcel 5, also being the southerly line of Springbrook Court; thence North 85°35'01" East, 65.03 feet along said north line to the east line of said Southeast 1/4 and the northeast corner of Parcel 5; thence South 02°42'29" East, 200.00 feet, along said east line, to the point of beginning.

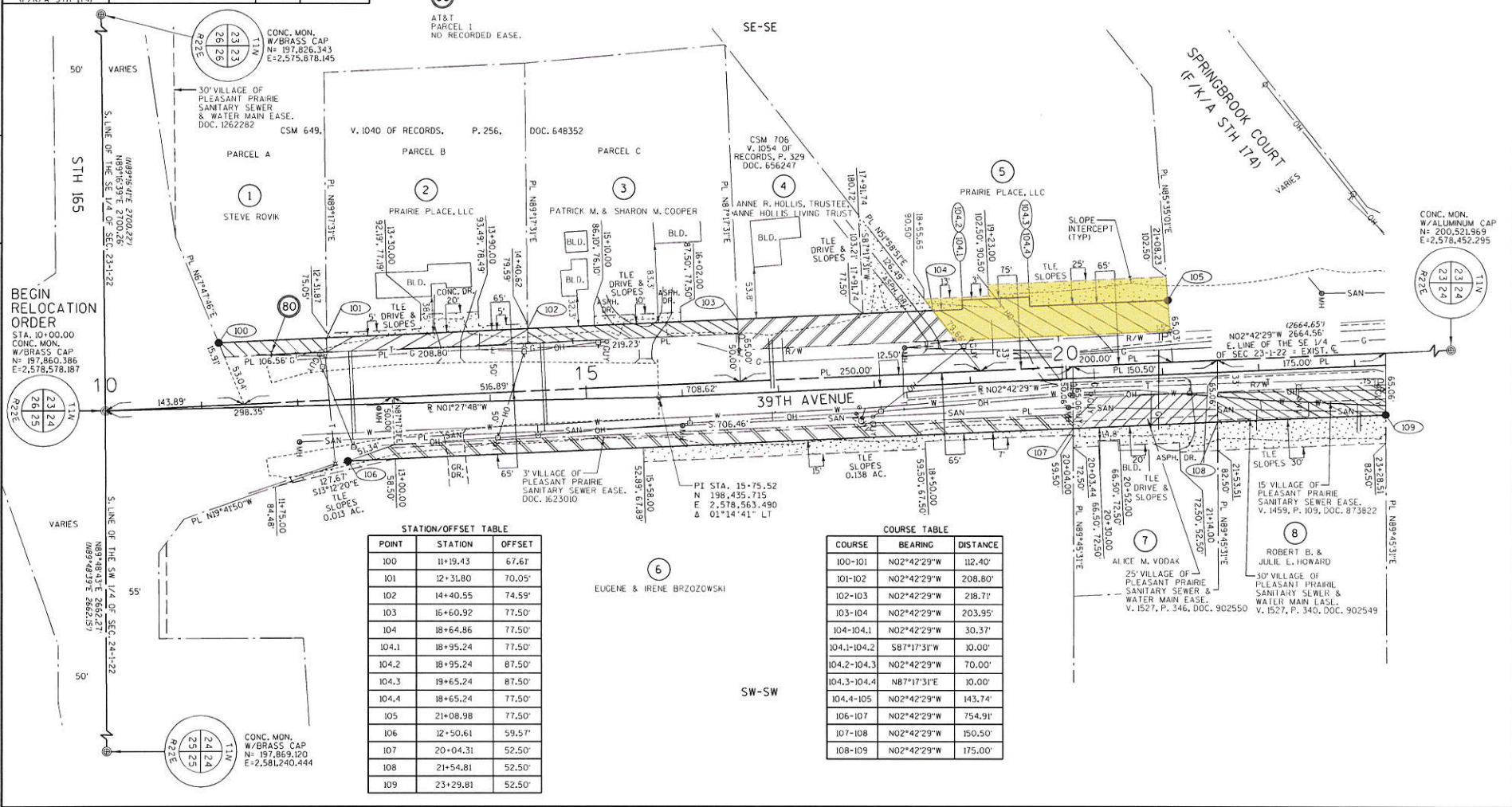
This parcel contains **0.187 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the southeast corner of said Section 23; thence North $02^{\circ}42'29''$ West, 910.78 feet along the east line of said Southeast 1/4 to the southeast corner of Parcel 5; thence South $51^{\circ}58'51''$ West, 79.66 feet along the southeasterly line of Parcel 5 to the point of beginning; thence continue South $51^{\circ}58'51''$ West, 15.93 feet along said southeasterly line; thence North $02^{\circ}42'29''$ West, 67.35 feet, parallel with the east line of said Southeast 1/4 and 78.00 feet perpendicular to the west therefrom; thence South $87^{\circ}17'31''$ West, 12.00 feet; thence North $02^{\circ}42'29''$ West, 185.23 feet, parallel with the east line of said Southeast 1/4 and 90.00 feet perpendicular to the west therefrom, to the north line of Parcel 5, also being the southerly line of Springbrook Court; thence North $85^{\circ}35'01''$ East, 25.01 feet along said north line; thence South $02^{\circ}42'29''$ East, 143.74 feet, parallel with the east line of said Southeast 1/4 and 65.00 feet perpendicular to the west therefrom; thence South $87^{\circ}17'31''$ West, 10.00 feet; thence South $02^{\circ}42'29''$ East, 70.00 feet, parallel with the east line of said Southeast 1/4 and 75.00 feet perpendicular to the west therefrom; thence North $87^{\circ}17'31''$ East, 10.00 feet; thence South $02^{\circ}42'29''$ East, 30.37 feet to the point of beginning.

This parcel contains **0.109 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	STATE STATUTE 82.18		66'
39TH AVENUE	PROJECT 3994-1-13	1981	66'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
5TH 165	PROJECT 3738-06-20	2009	VARIES
SPRINGBROOK COURT (F/K/A 5TH 174)	PROJECT 7084412	1955	VARIES

VILLAGE OF PLEASANT PRAIRIE



STATION/OFFSET TABLE

POINT	STATION	OFFSET
100	11+39.43	67.61'
101	12+31.80	70.05'
102	14+40.55	74.59'
103	16+60.92	77.50'
104	18+64.86	77.50'
104.1	18+95.24	77.50'
104.2	18+95.24	87.50'
104.3	19+65.24	87.50'
104.4	18+65.24	77.50'
105	21+08.98	77.50'
106	12+50.61	59.57'
107	20+04.31	52.50'
108	21+54.81	52.50'
109	23+29.81	52.50'

COURSE TABLE

COURSE	BEARING	DISTANCE
100-101	N02°42'29"W	112.40'
101-102	N02°42'29"W	208.80'
102-103	N02°42'29"W	218.71'
103-104	N02°42'29"W	203.95'
104-104.1	N02°42'29"W	30.37'
104.1-104.2	S87°17'31"E	10.00'
104.2-104.3	N02°42'29"W	70.00'
104.3-104.4	N87°17'31"E	10.00'
104.4-105	N02°42'29"W	143.74'
106-107	N02°42'29"W	754.91'
107-108	N02°42'29"W	150.50'
108-109	N02°42'29"W	175.00'

REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET 0 100	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.03
	GRID FACTOR: 1.0000191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie
County: Kenosha
Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit F and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT F

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

**FROM:
TAX KEY NO. 92-4-122-243-0500
EUGENE & IRENE BRZOWSKI TRUSTEES
OF BRZOWSKI TRUST
104TH STREET
PLEASANT PRAIRIE, WI 53158**

**TO:
VILLAGE OF PLEASANT PRAIRIE**

LEGAL DESCRIPTION

. **Fee Title** in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: Commencing at the southwest corner of said Section 24; thence North 02°42'29" West, 298.35 feet along the west line of said Southwest 1/4; thence North 87°17'31" East, 50.00 feet to the east right-of-way line of 39th Avenue and the point of beginning; thence North 02°42'29" West, 706.46 feet along said east right-of-way line to the north west corner of Parcel 6; thence North 89°45'31" East, 15.01 feet along the north line of Parcel 6; thence South 02°42'29" East, 754.91 feet, parallel with the east right-of-way line of 39th Avenue and 15.00 feet perpendicular to the east therefrom, to the easterly right-of-way line of 39th Avenue; thence North 19°41'50" West, 51.34 feet along said easterly right-of-way line to the point of beginning.

This parcel contains **0.252 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in

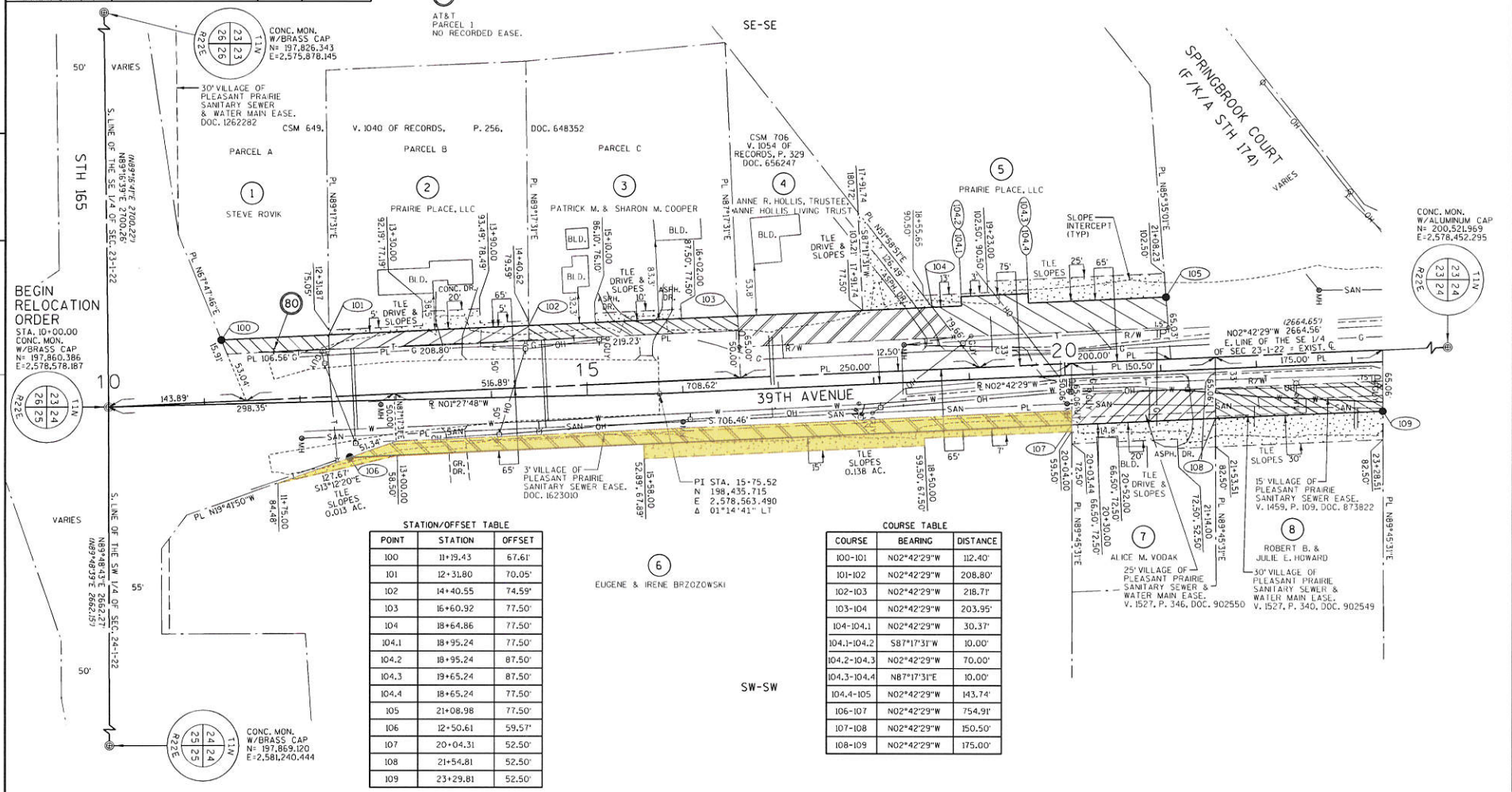
Kenosha County, State of Wisconsin, described as: Commencing at the southwest corner of said Section 24; thence North $02^{\circ}42'29''$ West, 298.35 feet along the west line of said Southwest 1/4; thence North $87^{\circ}17'31''$ East, 50.00 feet to the east right-of-way line of 39th Avenue; thence South $19^{\circ}41'50''$ East, 51.34 feet to the point of beginning; thence North $02^{\circ}42'29''$ West, 49.40 feet, parallel with the west line of said Southwest 1/4 and 65.00 feet perpendicular to the east therefrom; thence South $13^{\circ}12'20''$ East, 127.67 feet to the easterly right-of-way line of 39th Avenue; thence North $19^{\circ}41'50''$ West, 79.84 feet along said easterly right-of-way line to the point of beginning.

Also, commencing at the southwest corner of said Section 24; thence North $02^{\circ}42'29''$ West, 298.35 feet along the west line of said Southwest 1/4; thence North $87^{\circ}17'31''$ East, 50.00 feet to the east right-of-way line of 39th Avenue; thence North $02^{\circ}42'29''$ West, 706.46 feet along said east right-of-way line to the northwest corner of Parcel 6; thence North $89^{\circ}45'31''$ East, 15.01 feet along the north line of Parcel 6 to the point of beginning; thence continue North $89^{\circ}45'31''$ East, 7.01 feet; thence South $02^{\circ}42'29''$ East, 154.01 feet, parallel with the west line of said Southwest 1/4 and 72.00 feet perpendicular to the east therefrom; thence North $87^{\circ}17'31''$ East, 8.00 feet; thence South $02^{\circ}42'29''$ East, 293.47, feet parallel with the west line of said Southwest 1/4 and 80.00 feet perpendicular to the east therefrom; thence South $88^{\circ}32'12''$ West, 15.00 feet; thence North $02^{\circ}42'29''$ East, 447.45 feet, parallel with the west line of said Southwest 1/4 and 65.00 feet perpendicular to the east therefrom, to the point of beginning.

These parcels combined contain **0.139 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	STATE STATUTE 82.18		66'
39TH AVENUE	PROJECT 3994-I-13	1981	66'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
STH 165	PROJECT 3738-06-20	2009	VARIES
SPRINGBROOK COURT (F/K/A STH 174)	PROJECT T084412	1955	VARIES

VILLAGE OF PLEASANT PRAIRIE



POINT	STATION	OFFSET
100	11+39.43	67.61'
101	12+31.80	70.05'
102	14+40.55	74.59'
103	16+60.92	77.50'
104	18+64.86	77.50'
104.1	18+95.24	77.50'
104.2	18+95.24	87.50'
104.3	19+65.24	87.50'
104.4	18+65.24	77.50'
105	21+08.98	77.50'
106	12+50.61	59.57'
107	20+04.31	52.50'
108	21+54.81	52.50'
109	23+29.81	52.50'

COURSE	BEARING	DISTANCE
100-101	N02°42'29"W	112.40'
101-102	N02°42'29"W	208.80'
102-103	N02°42'29"W	218.71'
103-104	N02°42'29"W	203.95'
104-104.1	N02°42'29"W	30.31'
104.1-104.2	S87°17'31"W	10.00'
104.2-104.3	N02°42'29"W	70.00'
104.3-104.4	N87°17'31"E	10.00'
104.4-105	N02°42'29"W	143.74'
106-107	N02°42'29"W	754.91'
107-108	N02°42'29"W	150.50'
108-109	N02°42'29"W	175.00'

REVISION DATE	DATE: MAY 12, 2014	SCALE, FEET	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.03
	GRID FACTOR: 1.0000191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

STATE OF WISCONSIN :: VILLAGE OF PLEASANT PRAIRIE :: KENOSHA COUNTY

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie

County: Kenosha

Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit G and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT G

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-243-0455
ALICE M. VODAK
10025 39TH AVENUE
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: Commencing at the southwest corner of said Section 24; thence North 02°42'29" West, 1006.97 feet along the west line of said Southwest 1/4 to the southwest corner of Parcel 7 and the point of beginning; thence continue North 02°42'29" West, 150.50 feet along said west line to the northwest corner of Parcel 7; thence North 89°45'31" East, 65.06 feet along the north line of Parcel 7; thence South 02°42'29" East, 150.50 feet, parallel with the east right-of-way line of 39th Avenue and 32.00 feet perpendicular to the east therefrom, to the south line of Parcel 7; thence South 89°45'31" West, 65.06 feet along said south line to the point of beginning.

This parcel contains **0.111 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

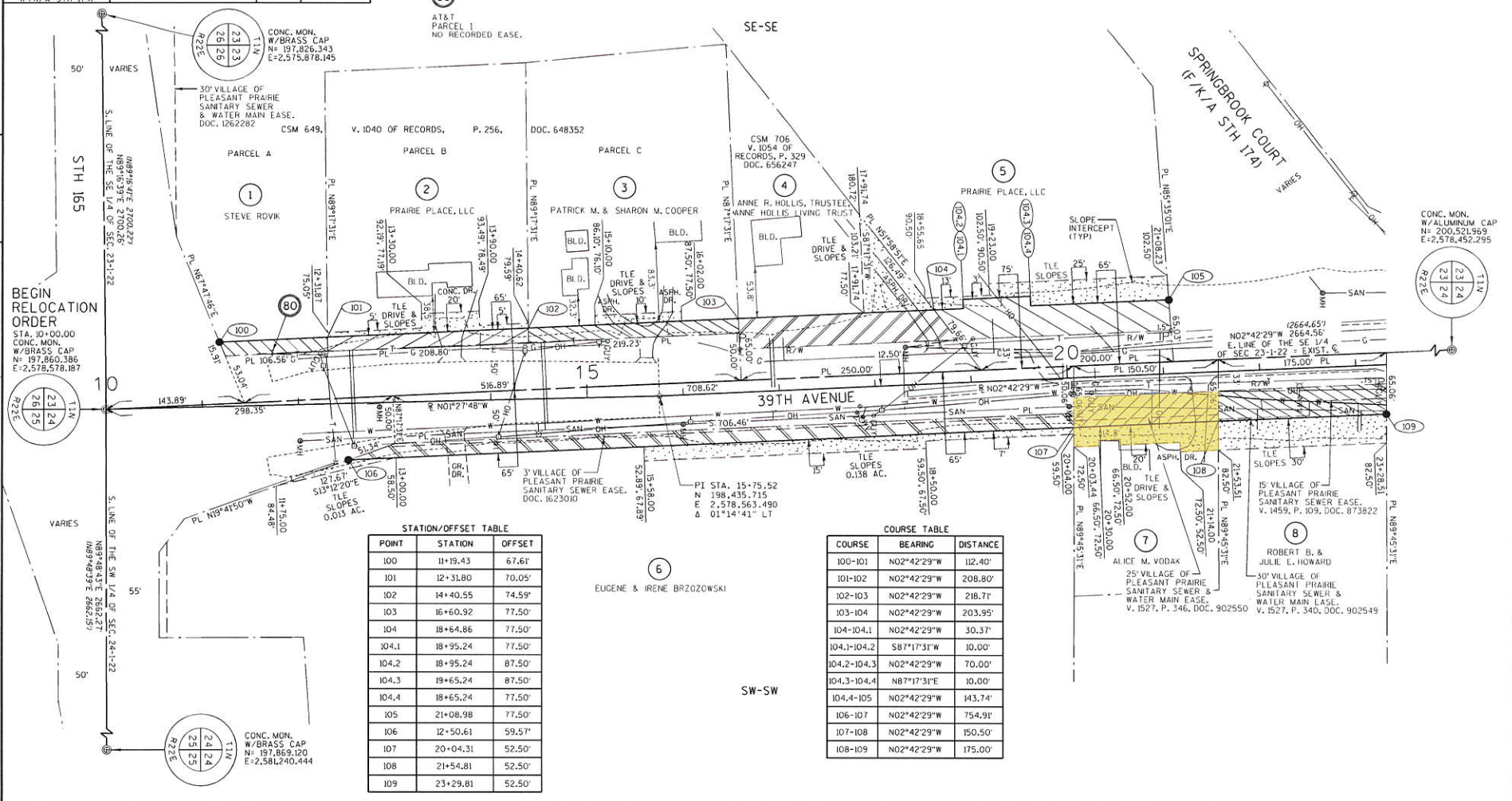
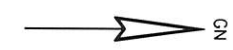
Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the southwest corner of said Section 24; thence North 02°42'29" West, 1006.97 feet along the west

line of said Southwest 1/4 to the southwest corner of Parcel 7; thence North $89^{\circ}45'31''$ East, 65.06 feet along the south line of Parcel 7 to the point of beginning; thence North $02^{\circ}42'29''$ West, 150.50 feet, parallel with the west line of said Southwest corner and 65.00 feet perpendicular to the east therefrom, to the north line of Parcel 7; thence North $89^{\circ}45'31''$ East, 30.03 feet along said north line; thence South $02^{\circ}42'29''$ East, 39.51 feet, parallel with the west line of said Southwest 1/4 and 95.00 feet perpendicular to the east therefrom; thence South $87^{\circ}17'31''$ West, 10.00 feet; thence South $02^{\circ}42'29''$ East, 62.00 feet, parallel with the west line of said Southwest 1/4 and 85.00 feet perpendicular to the east therefrom; thence South $87^{\circ}17'31''$ West, 6.00 feet; thence South $02^{\circ}42'29''$ East, 22.00 feet, parallel with the west line of said Southwest 1/4 and 79.00 feet perpendicular to the east therefrom; thence North $87^{\circ}17'31''$ East, 6.00 feet; thence South $02^{\circ}42'29''$ East, 26.56 feet, parallel with the west line of said Southwest 1/4 and 85.00 feet perpendicular to the east therefrom, to the south line of Parcel 7; thence South $89^{\circ}45'31''$ West, 20.02 feet along said south line to the point of beginning.

This parcel contains **0.075 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	STATE STATUTE 82.18		66'
39TH AVENUE	PROJECT 3994-1-13	1981	66'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
STH 165	PROJECT 3738-06-20	2009	VARIES
SPRINGBROOK COURT (F/K/A STH 174)	PROJECT T0844(2)	1955	VARIES

VILLAGE OF PLEASANT PRAIRIE



BEGIN RELOCATION ORDER
 STA. 10+00.00
 CONC. MON.
 W/BRASS CAP
 N= 197,860.386
 E= 2,578,578.187

POINT	STATION	OFFSET
100	11+39.43	67.61'
101	12+31.80	70.05'
102	14+40.55	74.59'
103	16+60.92	77.50'
104	18+64.86	77.50'
104.1	18+95.24	77.50'
104.2	18+95.24	87.50'
104.3	19+65.24	87.50'
104.4	18+65.24	77.50'
105	21+08.98	77.50'
106	12+50.61	59.51'
107	20+04.31	52.50'
108	21+54.81	52.50'
109	23+29.81	52.50'

COURSE	BEARING	DISTANCE
100-101	N02°42'29"W	112.40'
101-102	N02°42'29"W	208.80'
102-103	N02°42'29"W	218.71'
103-104	N02°42'29"W	203.95'
104-104.1	N02°42'29"W	30.37'
104.1-104.2	S87°17'31"E	10.00'
104.2-104.3	N02°42'29"W	70.00'
104.3-104.4	N87°17'31"E	10.00'
104.4-105	N02°42'29"W	143.74'
106-107	N02°42'29"W	754.91'
107-108	N02°42'29"W	150.50'
108-109	N02°42'29"W	175.00'

REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET 0 100	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.03
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

STATE OF WISCONSIN :: VILLAGE OF PLEASANT PRAIRIE :: KENOSHA COUNTY

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie

County: Kenosha

Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit H and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT H

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-243-0436
ROBERT B. & JULIE E. HOWARD
3875 100TH STREET
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: Commencing at the southwest corner of said Section 24; thence North 02°42'29" West, 1157.47 feet along the west line of said Southwest 1/4 to the southwest corner of Parcel 8 and the point of beginning; thence continue North 02°42'29" West, 175.00 feet along said west line to the northwest corner of Parcel 8; thence North 89°45'31" East, 65.06 feet along the north line of Parcel 8; thence South 02°42'29" East, 175.00 feet parallel with the east right-of-way line of 39th Avenue and 32.00 feet perpendicular to the east therefrom, to the south line of Parcel 8; thence South 89°45'31" West, 65.06 feet along said south line to the point of beginning.

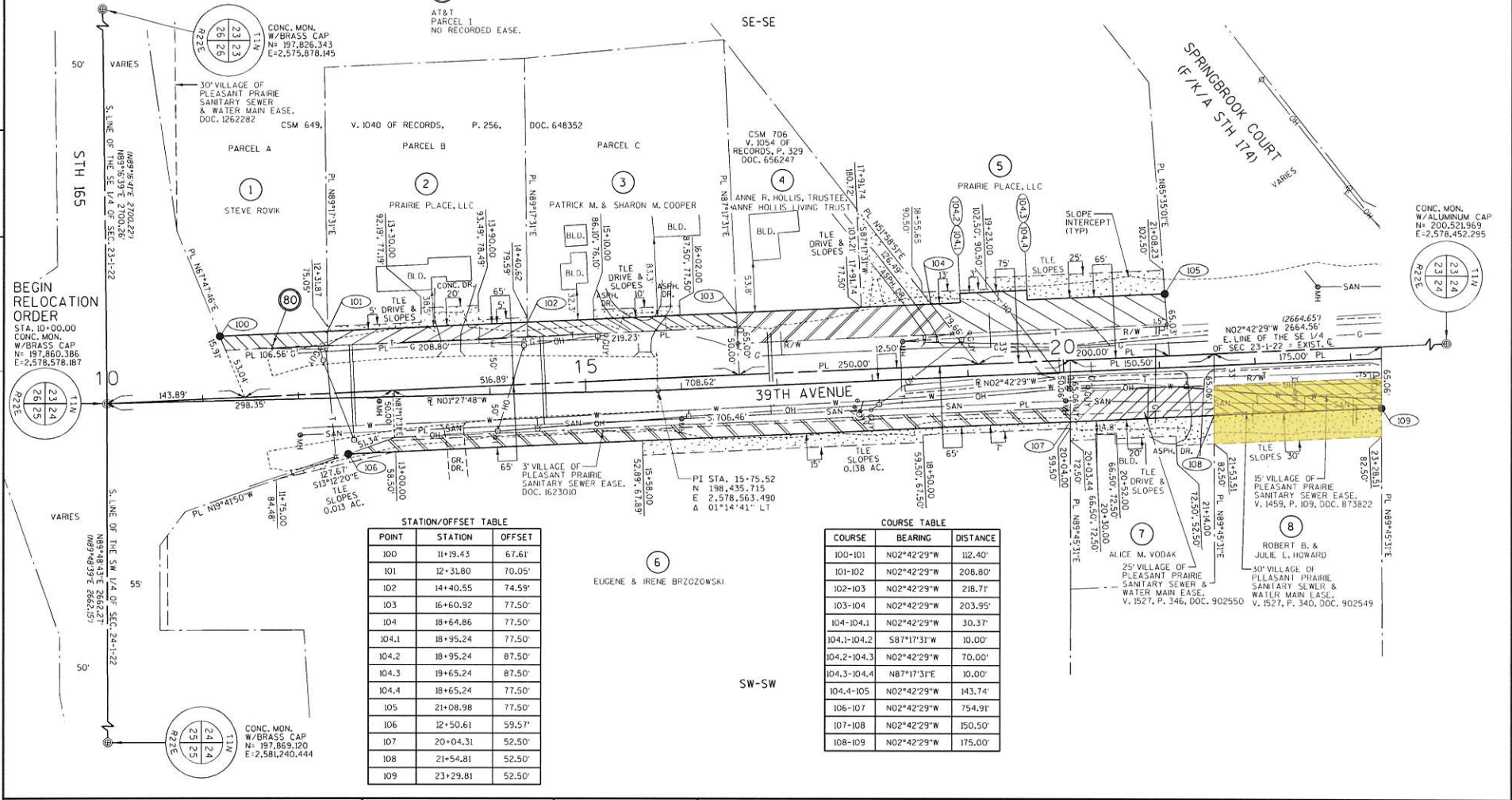
This parcel contains **0.129 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: A 30-foot wide strip of land lying east of and adjacent to the above-described Fee parcel.

This parcel contains **0.121 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	STATE STATUTE 82.18		66'
39TH AVENUE	PROJECT 3994-1-13	1981	66'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
STH 165	PROJECT 3738-06-20	2009	VARIES
SPRINGBROOK COURT (F/K/A STH 174)	PROJECT T084421	1955	VARIES

VILLAGE OF PLEASANT PRAIRIE



STATION/OFFSET TABLE

POINT	STATION	OFFSET
100	11+29.43	67.61
101	12+31.80	70.05
102	14+40.55	74.59
103	16+60.92	77.50
104	18+64.86	77.50
104.1	18+95.24	77.50
104.2	18+95.24	87.50
104.3	19+65.24	87.50
104.4	18+65.24	77.50
105	21+08.98	77.50
106	12+50.61	59.57
107	20+04.31	52.50
108	21+54.81	52.50
109	23+29.81	52.50

COURSE TABLE

COURSE	BEARING	DISTANCE
100-101	N02°42'29"W	112.40'
101-102	N02°42'29"W	208.80'
102-103	N02°42'29"W	218.71'
103-104	N02°42'29"W	203.95'
104-104.1	N02°42'29"W	30.31'
104.1-104.2	S87°17'31"W	10.00'
104.2-104.3	N02°42'29"W	70.00'
104.3-104.4	N87°17'31"E	10.00'
104.4-105	N02°42'29"W	143.74'
106-107	N02°42'29"W	754.91'
107-108	N02°42'29"W	150.50'
108-109	N02°42'29"W	175.00'

REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.03
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie

County: Kenosha

Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit I and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT I

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-234-0104
PRAIRIE PLACE, LLC
39TH AVENUE
PLEASANT PRAIRIE, WI 53158**

**TAX KEY NO. 92-4-122-234-0015
PRAIRIE PLACE, LLC
SPRINGBROOK ROAD
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: Commencing at the east 1/4 corner of said Section 23; thence South 02°42'29" East, 840.00 feet along the east line of said Southeast 1/4; thence South 89°16'52" West, 33.02 feet to the west right-of-way line of 39th Avenue also the northeast corner of Parcel 9 and the point of beginning; thence South 02°42'29" East, 271.58 feet to the northwesterly line of Springbrook Court and the southeast corner of Parcel 9; thence South 24°37'31" West, 69.69 feet along said northwesterly line; thence North 02°42'29" West, 334.61 feet, parallel with the west right-of-way line of 39th Avenue and 32.00 feet perpendicular to the west therefrom, to the north line of Parcel 9; thence North 89°16'52" East, 32.02 feet along said north line to the point of beginning.

This parcel contains **0.223 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the east 1/4 corner of said Section 23; thence South 02°42'29" East, 840.00 feet along the east line of said Southeast 1/4; thence South 89°16'52" West, 33.02 feet to the northeast corner of Parcel 9; thence continue South 89°16'52" West, 32.02 feet along the north line of Parcel 9 to the point of beginning; thence South 02°42'29" East, 334.61 feet parallel with the east line of said Southeast 1/4 and 65.00 feet perpendicular to the west therefrom, to the northwesterly line of Springbrook Court; thence South 24°37'31" West, 54.45 feet along said northwesterly line; thence North 02°42'29" West, 90.76 feet, parallel with the east line of said Southeast 1/4 and 90.00 feet perpendicular to the west therefrom; thence North 87°17'31" East, 5.00 feet; thence North 02°42'29" West, 127.57 feet, parallel with the east line of said Southeast 1/4 and 85.00 feet perpendicular to the west therefrom; thence North 87°17'31" East, 10.00 feet; thence North 02°42'29" West, 165.00 feet, parallel with the east line of said Southeast 1/4 and 75.00 feet perpendicular to the west therefrom, to the north line of Parcel 9; thence North 89°16'52", 10.01 feet along said north line to the point of beginning.

Also, commencing at the east 1/4 corner of said Section 23; thence South 02°42'29" East, 840.00 feet along the east line of said Southeast 1/4; thence South 89°16'52" West, 50.03 feet to the west right-of-way line of 39th Avenue; thence North 02°42'29" West, 267.99 feet to the south right-of-way line of Springbrook Road; thence South 89°18'11" West, 283.18 feet along said south right-of-way line to an easterly line of Parcel 9 and the point of beginning; thence South 02°42'29" East, 10.01 feet; thence South 86°14'06" West, 99.31 feet to a southeasterly right-of-way line of Springbrook Road; thence North 80°29'26" East, 100.00 feet along said southeasterly right-of-way line to the point of beginning.

These parcels combined contain **0.146 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	PROJECT 3994-1-13	1981	78' / 95' / 100'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
39TH AVENUE	CSM ----	2014	VARIES
100TH STREET	ROLLING MEADOWS SUBD	1962	60'
SPRINGBROOK ROAD (C/TM M.L.)	PROJECT 3250-22-22	1994	125' / VARIES

39TH AVENUE R CURVE DATA

PI STA.	PT STA.	PC STA.	PT STA.	PI STA.	PT STA.	PC STA.	PT STA.	PI STA.	PT STA.	PC STA.	PT STA.	PI STA.	PT STA.	PC STA.	PT STA.
28+44.71	30+23.11	32-50.82	34-70.28	200.104.923	200.124.690	200.104.923	200.124.690	199.703.493	199.877.920	199.703.493	199.877.920	2.578.503.530	2.578.464.021	2.578.461.947	2.578.463.269
27+56.74	29-56.74	29-56.74	31-95.51	30+48.68	30+48.68	31-95.51	31-95.51	27+09.42"	27+09.42"	27+09.42"	27+09.42"	05+43'46"	05+43'46"	05+43'46"	05+43'46"
29+32.23	30+48.68	30+48.68	33-05.81	110.00'	110.00'	110.00'	110.00'	175.49'	175.49'	175.49'	175.49'	1000.00'	1000.00'	1000.00'	1000.00'
10+03'16"	10+03'16"	10+03'16"	10+31'58"	51.66'	51.66'	51.66'	51.66'	175.26'	175.26'	175.26'	175.26'	175.26'	175.26'	175.26'	175.26'
05+43'46"	05+43'46"	05+43'46"	02+51'53"	110.15'	110.15'	110.15'	110.15'	175.49'	175.49'	175.49'	175.49'	1000.00'	1000.00'	1000.00'	1000.00'
175.49'	175.49'	175.49'	02+51'53"	85.95'	85.95'	85.95'	85.95'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'
R 1000.00'	R 110.00'	R 110.00'	R 2000.00'	L 52.15'	L 52.15'	L 52.15'	L 52.15'	L 175.49'	L 175.49'	L 175.49'	L 175.49'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'
LCH 175.26'	LCH 51.66'	LCH 51.66'	LCH 85.95'	L 200.00'	L 200.00'	L 200.00'	L 200.00'	L 175.26'	L 175.26'	L 175.26'	L 175.26'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'
LCB N07+44'07"W	LCB N00+49'06"E	LCB N00+49'06"E	LCB N00+53'11"W	L 52.15'	L 52.15'	L 52.15'	L 52.15'	L 175.49'	L 175.49'	L 175.49'	L 175.49'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'

SPRINGBROOK ROAD R CURVE DATA

PI STA.	PT STA.	PC STA.	PT STA.	PI STA.	PT STA.	PC STA.	PT STA.	PI STA.	PT STA.	PC STA.	PT STA.	PI STA.	PT STA.	PC STA.	PT STA.
100+27.41	103+80.63	104+36.45	108+13.83	199.974.950	199.996.516	199.996.516	199.996.516	2.577.921.716	2.578.301.409	2.578.301.409	2.578.357.172	2.578.357.172	2.578.357.172	2.578.357.172	2.578.357.172
100+00.00	103+51.40	104+09.69	107+41.86	100+54.73	104+09.69	104+09.69	108+80.03	07+50'21"	07+50'21"	07+50'21"	07+50'21"	14+19'26"	14+19'26"	14+19'26"	14+19'26"
100+00.00	103+51.40	104+09.69	107+41.86	100+54.73	104+09.69	104+09.69	108+80.03	07+50'21"	07+50'21"	07+50'21"	07+50'21"	14+19'26"	14+19'26"	14+19'26"	14+19'26"
07+50'21"	07+50'21"	07+50'21"	07+50'21"	14+19'26"	14+19'26"	14+19'26"	14+19'26"	54.73'	54.73'	54.73'	54.73'	1000.00'	1000.00'	1000.00'	1000.00'
L 54.73'	L 324.00'	L 324.00'	L 200.00'	14+19'26"	14+19'26"	14+19'26"	14+19'26"	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'
R 1000.00'	R 324.00'	R 324.00'	R 200.00'	LCH 54.88'	LCH 54.88'	LCH 54.88'	LCH 54.88'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'
LCH 54.88'	LCH 54.88'	LCH 54.88'	LCH 54.88'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'
LCB N85+23'50"E	LCB N89+53'50"E	LCB N89+53'50"E	LCB N44+08'48"E	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'	L 1000.00'

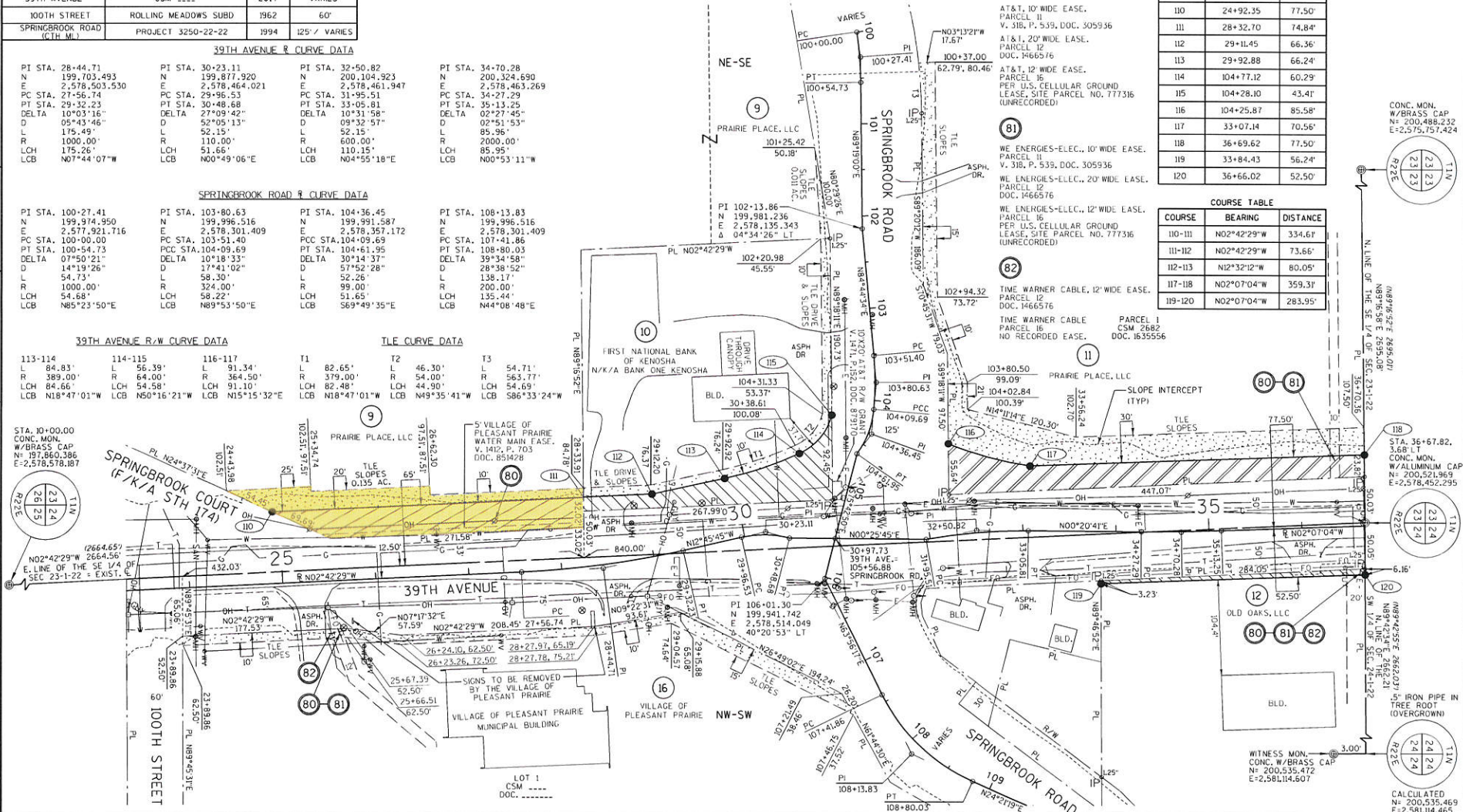
39TH AVENUE R/W CURVE DATA

STATION	BEARING	DISTANCE	STATION	BEARING	DISTANCE	
113+114	N114+115	116-117	T1	82.65'	T2	46.30'
L 84.83'	R 56.39'	L 91.34'	R 379.00'	R 54.00'	R 563.77'	
R 389.00'	R 64.00'	R 364.50'	LCH 82.48'	LCH 44.90'	LCH 54.69'	
LCH 84.66'	LCH 54.58'	LCH 91.10'	LCB N18+47'01"W	LCB N49+35'41"W	LCB N36+33'24"W	

TILE CURVE DATA

STATION	BEARING	DISTANCE	STATION	BEARING	DISTANCE	
113+114	N114+115	116-117	T1	82.65'	T2	46.30'
L 84.83'	R 56.39'	L 91.34'	R 379.00'	R 54.00'	R 563.77'	
R 389.00'	R 64.00'	R 364.50'	LCH 82.48'	LCH 44.90'	LCH 54.69'	
LCH 84.66'	LCH 54.58'	LCH 91.10'	LCB N18+47'01"W	LCB N49+35'41"W	LCB N36+33'24"W	

VILLAGE OF PLEASANT PRAIRIE



STATION/OFFSET TABLE

POINT	STATION	OFFSET
110	24+92.35	77.50'
111	28+32.70	74.84'
112	29+11.45	66.36'
113	29+92.88	66.24'
114	104+77.12	60.29'
115	104+28.10	43.41'
116	104+25.87	85.58'
117	33+07.14	70.56'
118	36+69.62	77.50'
119	33+84.43	56.24'
120	36+66.02	52.50'

COURSE TABLE

COURSE	BEARING	DISTANCE
110-111	N02+42'29"W	334.61'
111-112	N02+42'29"W	73.66'
112-113	N12+32'12"W	80.05'
117-118	N02+07'04"W	359.31'
119-120	N02+07'04"W	283.95'

REVISION DATE	DATE: MAY 12, 2014	SCALE, FEET	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.04
GRID FACTOR: 1.0000191			COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

STATE OF WISCONSIN :: VILLAGE OF PLEASANT PRAIRIE :: KENOSHA COUNTY

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie
County: Kenosha
Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit J and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT J

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

**FROM:
TAX KEY NO. 92-4-122-234-0050
FIRST NATIONAL BANK OF KENOSHA
N/K/A BANK ONE, KENOSHA
9900 39TH AVENUE
PLEASANT PRAIRIE, WI 53158**

**TO:
VILLAGE OF PLEASANT PRAIRIE**

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: Commencing at the east 1/4 corner of said Section 23; thence South 02°42'29" East, 840.00 feet along the east line of said Southeast 1/4; thence South 89°16'52" West, 50.03 feet to the west right-of-way line of 39th Avenue, also the southeast corner of Parcel 10 and the point of beginning; thence continue South 89°16'52" West, 15.01 feet along the south line of Parcel 10; thence North 02°42'29" West, 73.66 feet, parallel with said west right-of-way line and 15.00 feet perpendicular to the west therefrom; thence North 12°32'12" West, 80.05 feet; thence Northwesterly, 84.83 feet along the arc of a curve whose center lies to the west, whose radius is 389.00 feet and whose chord bears North 18°47'01" West, 84.66 feet; thence Northwesterly, 56.39 feet along the arc of a curve whose center lies to the southwest, whose radius is 64.00 feet and whose chord bears North 50°16'21" West, 54.58 feet to the south right-of-way line of Springbrook Road; thence North 89°18'11" East, 92.45 feet, along said south right-of-way line, to the west right-of-way line of 39th Avenue and the northeast corner of Parcel 10; thence South 02°42'29" East, 267.99 feet along said west right-of-way line line to the point of beginning.

This parcel contains **0.190 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the east 1/4 corner of said Section 23; thence South 02°42'29" East, 840.00 feet along the east line of said Southeast 1/4; thence South 89°16'52" West, 50.03 feet to the west right-of-way line of 39th Avenue, and the southeast corner of Parcel 10; thence continue South 89°16'52" West, 20.01 feet along the south line of Parcel 10 to the point of beginning; thence continue South 89°16'52" West, 10.01 feet along said south line; thence North 02°42'29" West, 72.45 feet, parallel with the east line of said Southeast 1/4 and 75.00 feet perpendicular to the west therefrom; thence North 12°32'12" West, 79.19 feet; thence Northwesterly, 82.65 feet along the arc of a curve whose center lies to the west, whose radius is 379.00 feet and whose chord bears North 18°47'01" West, 82.48 feet; thence Northwesterly, 46.30 feet along the arc of a curve whose center lies to the southwest, whose radius is 54.00 feet and whose chord bears North 49°35'41" West, 44.90 feet; thence South 89°18'11" West, 188.99 feet, parallel with the south right-of-way line of Springbrook Road and 10.00 feet perpendicular to the south therefrom, to the west line of Parcel 10; thence North 02°42'29" West, 10.01 feet along said west line to the south right-of-way line of Springbrook Road; thence North 89°18'11" East, 190.73 feet along said south right-of-way line; thence Southeasterly, 56.39 feet along the arc of a curve whose center lies to the southwest, whose radius is 64.00 feet and whose chord bears South 50°16'21" East, 54.58 feet; thence Southeasterly, 84.83 feet along the arc of a curve whose center lies to the west, whose radius is 389.00 feet and whose chord bears South 18°47'01" East, 84.66 feet; thence South 12°32'12" East, 80.05 feet; thence South 02°42'29" East, 73.66 feet, parallel with the east line of said Southeast 1/4 and 65.00 feet perpendicular to the west therefrom, to the point of beginning.

This parcel contains **0.110 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	PROJECT 3994-I-13	1981	78' / 95' / 100'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
39TH AVENUE	CSM ----	2014	VARIES
100TH STREET	ROLLING MEADOWS SUBD	1962	60'
SPRINGBROOK ROAD (C/TM MI.)	PROJECT 3250-22-22	1994	125' / VARIES

39TH AVENUE R CURVE DATA

PT STA. 28+44.71	PI STA. 30+23.11	PT STA. 32+50.82	PT STA. 34+70.28
N 199,703.493	N 199,877.920	N 200,104.923	N 200,324.690
E 2,578,503.530	E 2,578,464.021	E 2,578,463.269	E 2,578,463.269
PC STA. 27+56.74	PC STA. 29+96.53	PC STA. 31+95.51	PC STA. 34+27.29
PT STA. 29+32.23	PT STA. 30+48.68	PT STA. 33+05.81	PT STA. 35+13.25
DELTA 10°03'16"	DELTA 27°09'42"	DELTA 10°31'58"	DELTA 02°27'45"
D 05°43'46"	D 52°05'13"	D 09°32'57"	D 02°51'53"
L 175.49'	L 52.15'	L 52.15'	L 85.36'
R 1000.00'	R 110.00'	R 600.00'	R 2000.00'
LCH 175.26'	LCH 110.15'	LCH 110.15'	LCH 85.95'
LCB N07°44'07"W	LCB N00°49'06"E	LCB N04°55'18"E	LCB N00°53'11"W

SPRINGBROOK ROAD R CURVE DATA

PT STA. 100+27.41	PI STA. 103+80.63	PI STA. 104+36.45	PI STA. 108+13.83
N 199,974.950	N 199,996.516	N 199,991.587	N 199,996.516
E 2,577,921.716	E 2,578,301.409	E 2,578,357.172	E 2,578,301.409
PC STA. 100+00.00	PC STA. 103+51.40	PC STA. 104+09.69	PC STA. 107+41.86
PT STA. 100+54.73	PT STA. 104+09.69	PT STA. 104+61.95	PT STA. 108+80.03
DELTA 07°50'21"	DELTA 10°18'33"	DELTA 30°14'37"	DELTA 39°34'58"
D 14°19'26"	D 17°41'02"	D 57°52'28"	D 28°38'52"
L 54.73'	L 58.30'	L 52.26'	L 136.17'
R 1000.00'	R 324.00'	R 99.00'	R 200.00'
LCH 54.68'	LCH 58.22'	LCH 51.65'	LCH 135.44'
LCB N85°23'50"E	LCB N89°53'50"E	LCB S69°49'35"E	LCB N44°08'48"E

39TH AVENUE R/W CURVE DATA

113-114	114-115	116-117
L 84.83'	L 56.39'	L 91.34'
R 389.00'	R 64.00'	R 364.50'
LCH 84.66'	LCH 54.58'	LCH 91.10'
LCB N18°47'01"W	LCB N50°16'21"W	LCB N15°15'32"E

TILE CURVE DATA

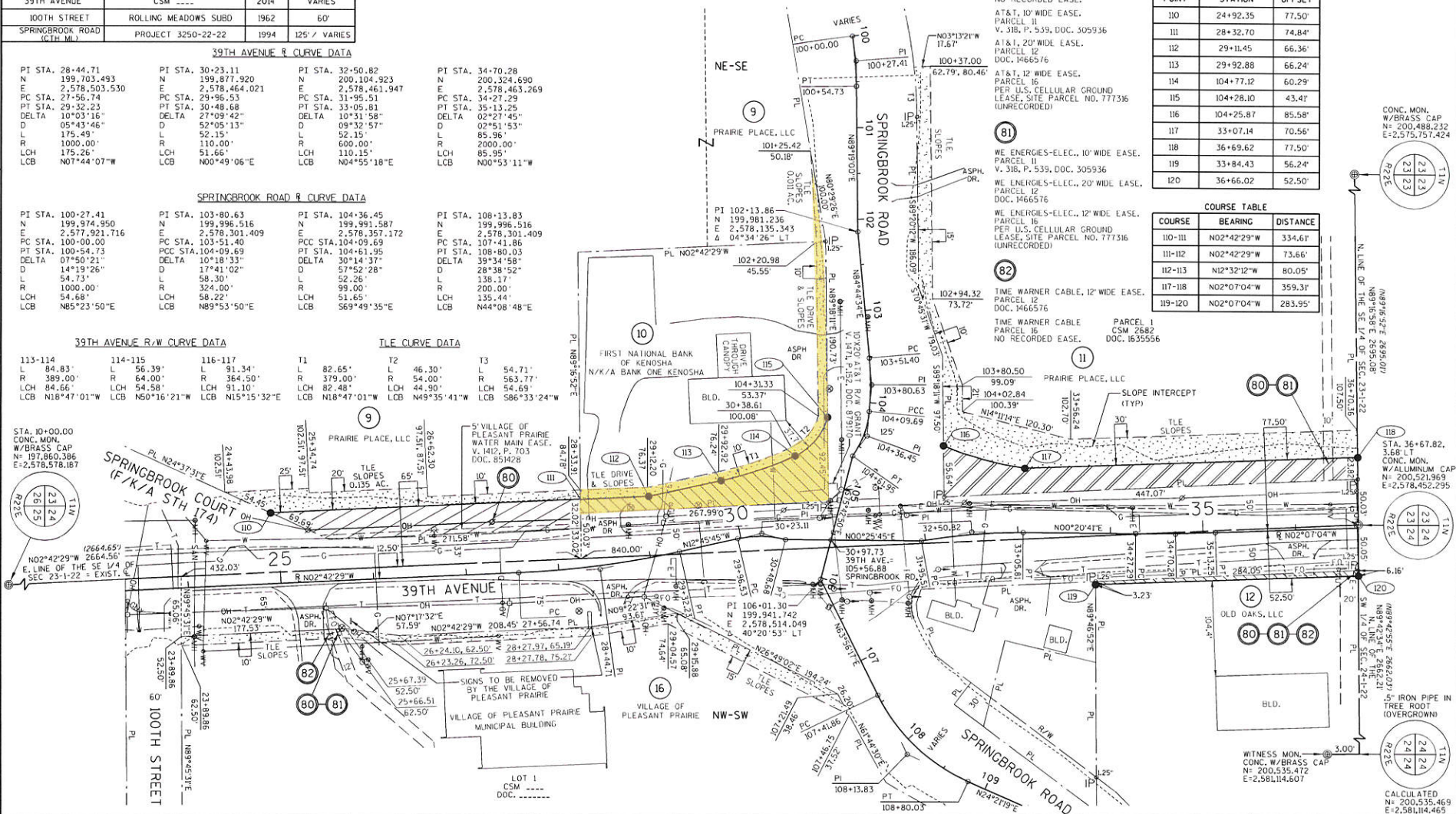
T1	T2	T3
82.65'	46.30'	54.71'
R 379.00'	R 54.00'	R 563.77'
LCH 82.48'	LCH 44.90'	LCH 54.59'
LCB N18°47'01"W	LCB N49°35'41"W	LCB S86°33'24"W

STA. 10+00.00
CONC. MON.
W/BRASS CAP
N= 197,860.386
E= 2,578,578.187

SPRINGBROOK COURT
(F/K/A STH 174)

100TH STREET

VILLAGE OF PLEASANT PRAIRIE



STATION/OFFSET TABLE

POINT	STATION	OFFSET
110	24+92.35	77.50'
111	28+32.70	74.84'
112	29+11.45	66.36'
113	29+92.88	66.24'
114	104+77.12	60.29'
115	104+28.10	43.47'
116	104+25.87	85.58'
117	33+07.14	70.55'
118	36+69.62	77.50'
119	33+84.43	56.24'
120	36+66.02	52.50'

COURSE TABLE

COURSE	BEARING	DISTANCE
110-111	N02°42'29"W	334.61'
111-112	N02°42'29"W	73.66'
112-113	N12°32'12"W	80.05'
117-118	N02°07'04"W	359.31'
119-120	N02°07'04"W	283.95'

REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.04
	GRID FACTOR: 1.0000191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

.....
RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie
County: Kenosha
Project: 39th Avenue Reconstruction

.....
WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit K and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT K

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-234-0117
PRAIRIE PLACE, LLC
SPRINGBROOK ROAD
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

Part of Parcel 1 of Certified Survey Map 2682, recorded as Document 1635556, an located the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: Beginning at the northeast corner of said Parcel 1; thence South 02°42'29" East, 447.07 feet along the west right-of-way line of 39th Avenue to the north right-of-way line of Springbrook Road and the southeast corner of said Parcel 1; thence South 89°18'11" West, 55.64 feet along said north right-of-way line; thence Northeasterly, 91.34 feet along the arc of a curve whose center lies to the west, whose radius is 364.50 feet and whose chord bears North 15°15'32" East, 91.10 feet; thence North 02°07'04" West, 359.31 feet to the north line of said Southeast 1/4, also the north line of said Parcel 1; thence North 89°16'58" East, 23.82 feet, along said north line, to the point of beginning.

This parcel contains **0.291 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the northeast

corner of said Parcel 1; thence South $89^{\circ}16'58''$ West, 23.82 feet along the north line of said Southeast 1/4, also the north line of said Parcel 1 to the point of beginning; thence South $02^{\circ}07'04''$ East, 359.31 feet; thence Southwesterly, 91.34 feet along the arc of a curve whose center lies to the west, whose radius is 364.50 feet and whose chord bears South $15^{\circ}15'32''$ West, 91.10 feet to the north right-of-way line of Springbrook Road; thence South $89^{\circ}18'11''$ West, 97.50 feet along said north right-of-way line; thence South $70^{\circ}45'31''$ West, 79.03 feet along said north right-of-way line; thence South $89^{\circ}20'12''$ West, 186.09 feet along said north right-of-way line; thence Westerly, 54.71 feet along said north right-of-way line and the arc of a curve whose center lies to the south, whose radius is 44.00 feet and whose chord measures South $86^{\circ}33'24''$ West, 54.69 feet; thence North $03^{\circ}13'21''$ West, 17.67 feet; thence North $89^{\circ}20'12''$ East, 254.75 feet; thence North $70^{\circ}45'31''$ East, 97.92 feet, parallel with the north right-of-way line of Springbrook Road and 10.00 feet perpendicular to the north therefrom; thence North $89^{\circ}18'11''$ East, 29.24 feet, parallel with said north right-of-way line and 21.00 feet perpendicular to the north therefrom; thence North $14^{\circ}11'14''$ East, 120.30 feet; thence North $02^{\circ}07'04''$ West, 309.61 feet to the north line of said Southeast 1/4, also the north line of said Parcel 1; thence North $89^{\circ}16'58''$ East, 30.01 feet along said north line to the point of beginning.

This parcel contains **0.474 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	PROJECT 3994-1-13	1981	78' / 95' / 100'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
39TH AVENUE	CSM	2014	VARIES
100TH STREET	ROLLING MEADOWS SUBD	1962	60'
SPRINGBROOK ROAD (C.H.W.)	PROJECT 3250-22-22	1994	125' / VARIES

39TH AVENUE R CURVE DATA

PI STA. 28+44.71	PI STA. 30+23.11	PI STA. 32+50.82	PI STA. 34+70.28
N 199,703.493	N 199,877.920	N 200,104.923	N 200,324.690
E 2,578,503.530	E 2,578,464.021	E 2,578,463.269	E 2,578,463.269
PC STA. 27+56.74	PC STA. 29+96.53	PC STA. 31+95.51	PC STA. 34+27.29
PT STA. 29+32.23	PT STA. 30+48.68	PT STA. 33+05.81	PT STA. 35+13.25
DELTA 10°03'16"	DELTA 27°09'42"	DELTA 10°31'58"	DELTA 02°27'45"
D 05+43'46"	D 50+05'13"	D 09+32'49"	D 02+51'53"
L 175.49'	L 52.15'	L 52.15'	L 85.96'
R 1000.00'	R 110.00'	R 600.00'	R 2000.00'
LCH 175.26°	LCH 51.66°	LCH 110.15°	LCH 85.95°
LCB N07°44'07"W	LCB N00°49'06"E	LCB N04°55'18"E	LCB N00°53'11"W

SPRINGBROOK ROAD R CURVE DATA

PI STA. 100+27.41	PI STA. 103+80.63	PI STA. 104+36.45	PI STA. 108+13.86
N 199,974.950	N 199,996.516	N 199,991.587	N 199,996.516
E 2,577,921.716	E 2,578,301.409	E 2,578,357.172	E 2,578,301.409
PC STA. 100+00.00	PC STA. 103+51.40	PCC STA. 104+09.69	PC STA. 107+41.86
PT STA. 100+54.73	PCC STA. 104+09.69	PT STA. 104+61.95	PT STA. 108+80.03
DELTA 07°50'21"	DELTA 10°18'33"	DELTA 30°14'31"	DELTA 39°34'58"
D 14+19'26"	D 17°41'02"	D 57°52'28"	D 28°38'52"
L 54.73'	L 58.30'	L 52.26'	L 138.17'
R 1000.00'	R 324.00'	R 200.00'	R 200.00'
LCH 54.66°	LCH 58.22°	LCH 51.65°	LCH 135.44°
LCB N85°23'50"E	LCB N89°53'50"E	LCB S69°49'35"E	LCB N44°08'48"E

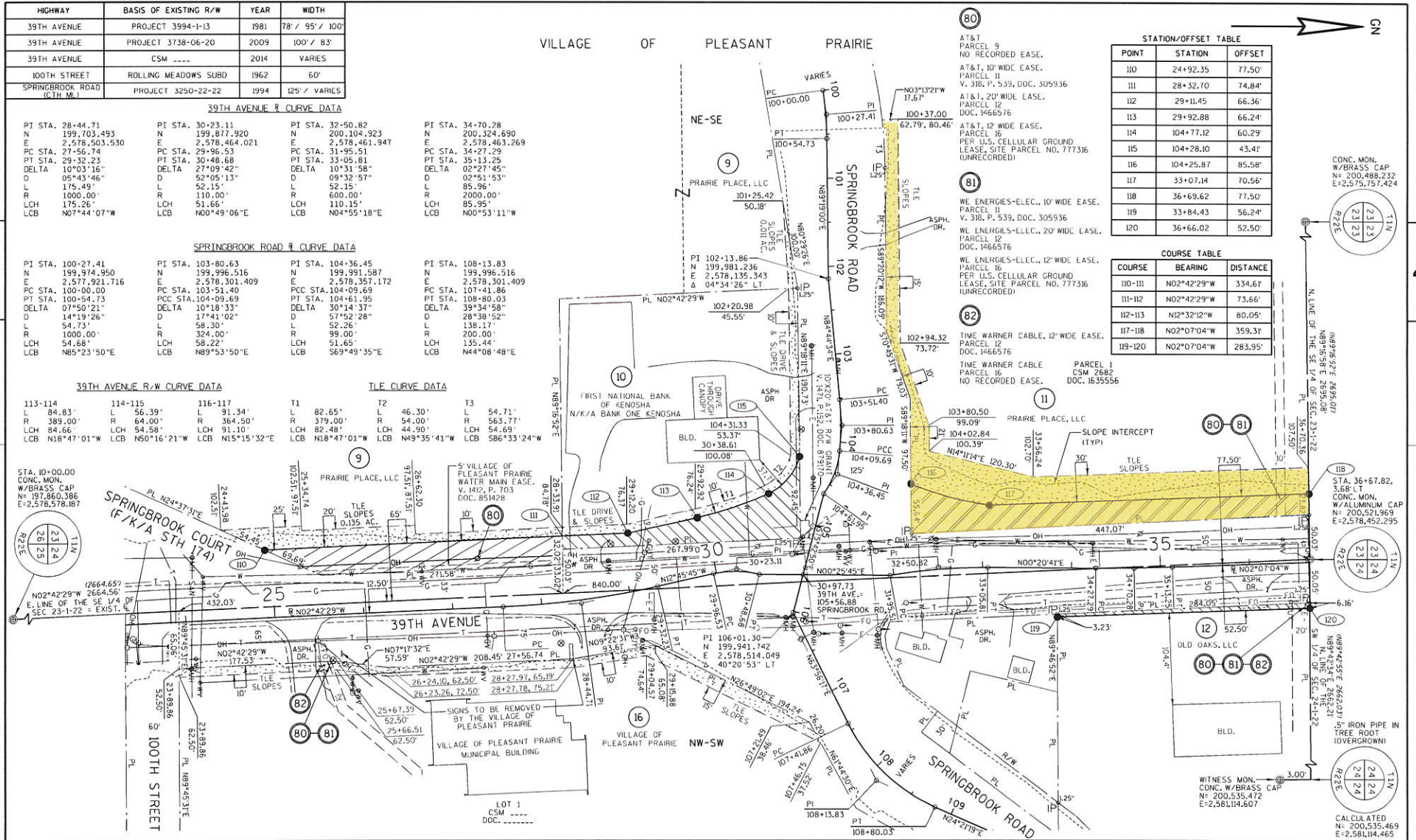
39TH AVENUE R/W CURVE DATA

113-114	114-115	116-117
L 84.83'	L 56.39'	L 91.34'
R 389.00'	R 64.00'	R 364.50'
LCH 84.66°	LCH 54.58°	LCH 91.10°
LCB N18°47'01"W	LCB N50°16'21"W	LCB N15°15'32"E

TILE CURVE DATA

T1	T2	T3
L 82.65'	L 46.30'	L 54.71'
R 379.00'	R 54.00'	R 563.77'
LCH 82.48°	LCH 44.90°	LCH 54.69°
LCB N18°47'01"W	LCB N49°35'41"W	LCB S86°33'24"W

VILLAGE OF PLEASANT PRAIRIE



STATION/OFFSET TABLE

POINT	STATION	OFFSET
110	24+92.35	77.50'
111	28+32.70	74.84'
112	29+11.45	66.36'
113	29+92.88	66.24'
114	104+77.12	60.29'
115	104+28.10	43.41'
116	104+25.87	85.58'
117	33+07.14	70.56'
118	36+69.62	77.50'
119	33+84.43	56.24'
120	36+66.02	52.50'

COURSE TABLE

COURSE	BEARING	DISTANCE
110-111	N02°42'29"W	334.67'
111-112	N02°42'29"W	73.66'
112-113	N12°32'12"W	80.05'
117-118	N02°07'04"W	359.37'
119-120	N02°07'04"W	283.95'

REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET	4.04
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET	E

.....
RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie
County: Kenosha
Project: 39th Avenue Reconstruction

.....
WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit L and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT L

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-243-0005
OLD OAKS, LLC
9809 39TH AVENUE
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: Commencing at the west 1/4 corner of said Section 24; thence North 89°42'34" East, 50.05 feet along the north line of said Southwest 1/4 to the east right-of-way line of 39th Avenue, also the northwest corner of Parcel 12 and the point of beginning; thence continue North 89°42'34" East, 6.16 feet along said north line; thence South 02°07'04" East, 283.95 feet to the south line of Parcel 12; thence South 89°46'52" West, 3.23 feet, along said south line to the east right-of-way line of 39th Avenue; thence North 02°42'29" West, 284.05 feet along said east right-of-way line to the point of beginning.

This parcel contains **0.031 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	PROJECT 3994-I-13	1981	78' / 95' / 100'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
39TH AVENUE	CSM ----	2014	VARIES
100TH STREET	ROLLING MEADOWS SUBD	1962	60'
SPRINGBROOK ROAD (LCH, M.L.)	PROJECT 3250-22-22	1994	125' / VARIES

39TH AVENUE R CURVE DATA

PI STA. 28+44.71	PI STA. 30+23.11	PI STA. 32+50.82	PI STA. 34+70.28
N 199,703.493	N 199,877.920	N 200,104.923	N 200,324.690
E 2,578,503.530	E 2,578,464.021	E 2,578,461.947	E 2,578,463.269
PC STA. 27+56.74	PC STA. 29+56.53	PC STA. 31+95.51	PC STA. 34+27.29
PT STA. 29+32.23	PT STA. 30+48.68	PT STA. 33+05.81	PT STA. 35+13.25
DELTA 10°03'16"	DELTA 27°09'42"	DELTA 10°31'58"	DELTA 02°27'45"
D 05°43'46"	D 52°05'13"	D 09°32'57"	D 02°51'53"
L 175.49'	L 52.15'	L 52.15'	L 85.96'
R 1000.00'	R 110.00'	R 600.00'	R 2000.00'
LCH 175.26'	LCH 51.66'	LCH 110.15'	LCH 85.95'
LCB N07°44'07"W	LCB N00°49'06"E	LCB N04°55'18"E	LCB N00°53'11"W

SPRINGBROOK ROAD R CURVE DATA

PI STA. 100+27.41	PI STA. 103+80.63	PI STA. 104+36.45	PI STA. 108+13.83
N 199,974.950	N 199,996.516	N 199,991.587	N 199,996.516
E 2,577,921.716	E 2,578,301.409	E 2,578,351.172	E 2,578,301.409
PC STA. 100+00.00	PC STA. 103+51.40	PC STA. 104+09.69	PC STA. 107+41.86
PT STA. 100+54.73	PT STA. 104+09.69	PT STA. 104+61.95	PT STA. 108+00.03
DELTA 07°50'21"	DELTA 10°18'33"	DELTA 30°14'37"	DELTA 39°34'58"
D 14°19'26"	D 17°41'02"	D 57°52'28"	D 28°38'52"
L 54.73'	L 58.30'	L 52.26'	L 138.17'
R 1000.00'	R 324.00'	R 99.00'	R 200.00'
LCH 54.88'	LCH 58.22'	LCH 51.65'	LCH 135.44'
LCB N85°23'50"E	LCB N89°53'50"E	LCB S69°49'35"E	LCB N44°08'48"E

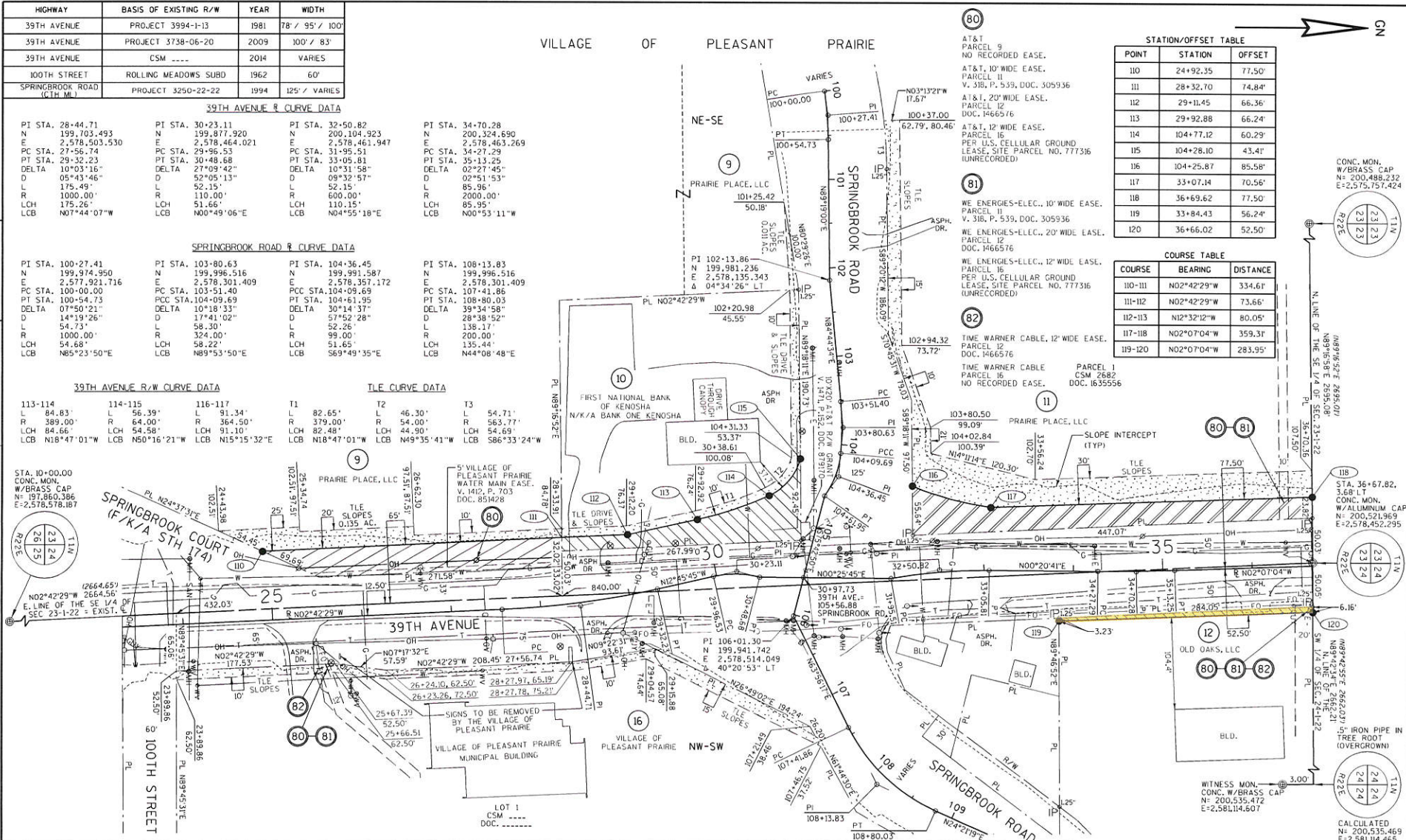
39TH AVENUE R/W CURVE DATA

113-114	114-115	116-117
L 84.83'	L 56.39'	L 91.34'
R 389.00'	R 64.00'	R 364.50'
LCH 84.66'	LCH 54.58'	LCH 91.10'
LCB N18°47'01"W	LCB N50°16'21"W	LCB N15°15'32"E

TLE CURVE DATA

T1	T2	T3
L 82.65'	L 46.30'	L 54.71'
R 379.00'	R 54.00'	R 563.77'
LCH 82.48'	LCH 44.90'	LCH 54.69'
LCB N18°47'01"W	LCB N49°35'41"W	LCB S86°33'24"W

VILLAGE OF PLEASANT PRAIRIE



REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET 0 100	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.04
	GRID FACTOR: 1.0000191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie

County: Kenosha

Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit M and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT M

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-231-0100
STANICH & STANICH, LLC
39TH AVENUE
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: Beginning at the east 1/4 corner of said Section 23, also the southeast corner of Parcel 13; thence South 89°16'58" West, 73.85 feet along the south line of said Northeast 1/4, also the south line of Parcel 13; thence North 02°07'04" West, 140.37 feet to the north line of Parcel 13; thence North 87°11'09" East, 72.09 feet, along said north line, to the east line of said Northeast 1/4 and the northeast corner of Parcel 13; thence South 02°48'51" East, 143.06 feet along said east line to the point of beginning.

This parcel contains **0.074 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the east 1/4 corner of said Section 23, also the southeast corner of Parcel 13; thence South 89°16'58" West, 73.85 feet along the south line of said Northeast 1/4, also the south line of Parcel 13, to the point of beginning; thence continue South 89°16'58" West, 15.00 feet; thence North 02°07'04" West, 75.29 feet; thence North 10°56'00" East, 66.43 feet to the north line of Parcel 13; thence South 02°07'04" East, 143.37 feet to the point of beginning.

This parcel contains **0.037 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	PROJECT 3994-1-13	1981	100'
97TH STREET	MEADOWDALE ESTATES SUBD.	2001	80'

EXISTING ACCESS RESTRICTION:

NO DIRECT VEHICULAR ACCESS TO 39TH AVENUE PER MEADOWDALE ESTATES PLAT

VILLAGE OF PLEASANT PRAIRIE



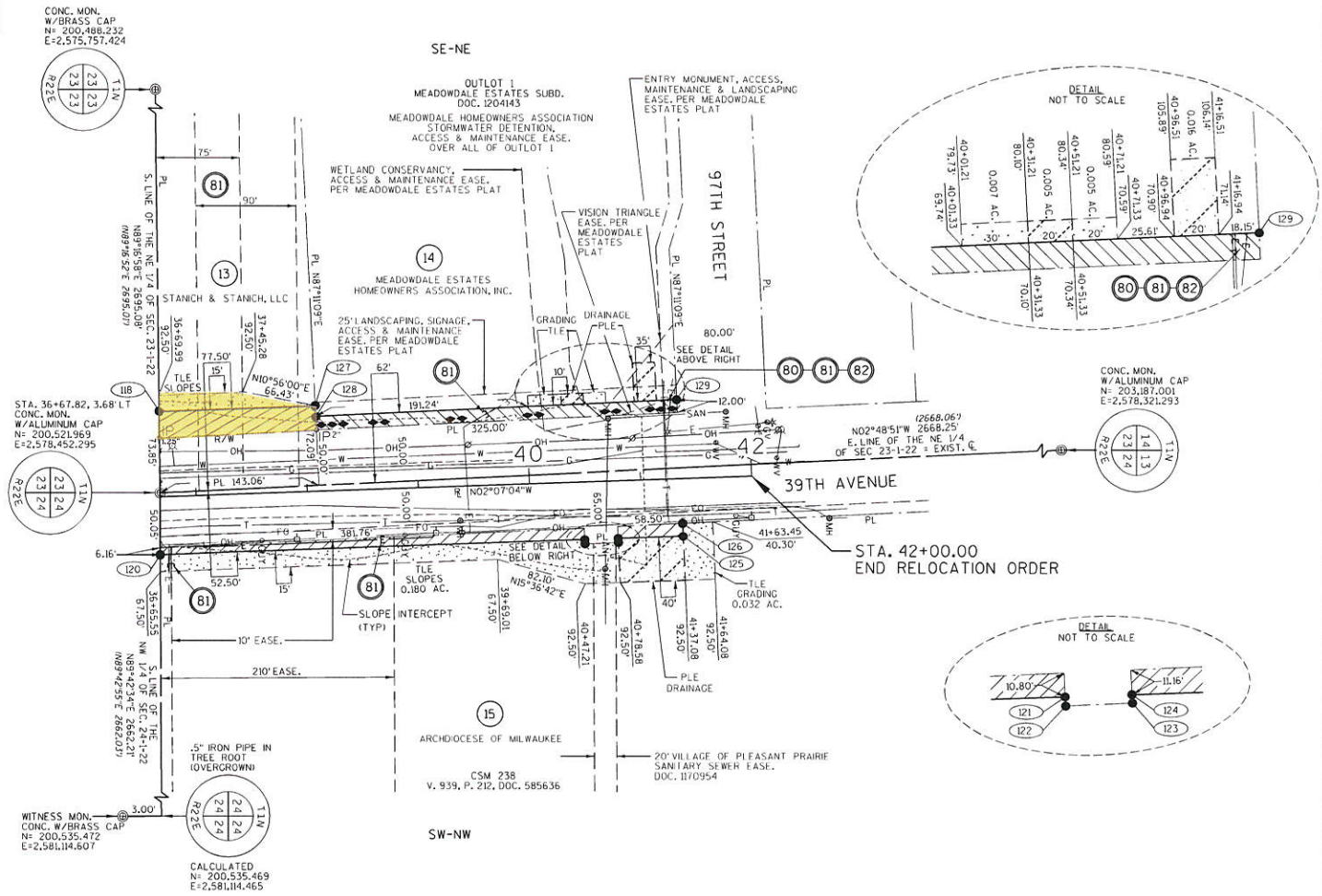
- 80 AT&T, 12' WIDE EASE. PARCEL 16 DOC. 1204143
- 81 WE ENERGIES-ELECTRIC PARCEL 14 DOC. 326966, 90' WIDE EASE. DOC. 189207, 75' WIDE EASE. DOC. 1469669, 75' WIDE EASE. RESERVATION DOC. 1204143, 12' WIDE EASE.
- WE ENERGIES - ELECTRIC PARCEL 15 V.501, P. 458, DOC. 399788, 210' WIDE EASE. V.101B, P. 754, DOC. 634084, 10' WIDE EASE.
- 82 TIME WARNER CABLE, 12' WIDE EASE. PARCEL 14 DOC. 1204143

STATION/OFFSET TABLE

POINT	STATION	OFFSET
118	36+69.62	77.50'
120	36+66.02	52.50'
121	40+48.09	52.50'
122	40+48.14	56.71'
123	40+78.14	56.34'
124	40+78.09	52.50'
125	41+36.59	52.50'
126	41+36.45	40.63'
127	38+09.99	77.50'
128	38+10.11	67.41'
129	41+35.09	71.36'

COURSE TABLE

COURSE	BEARING	DISTANCE
120-121	N02°07'04"W	382.06'
121-122	N87°11'09"E	4.20'
122-123	N02°48'51"W	30.00'
123-124	S87°11'09"W	3.84'
124-125	N02°07'04"W	58.51'
125-126	S87°11'09"W	11.87'
118-127	N02°07'04"W	140.37'
127-128	N87°11'09"E	10.09'
128-129	N02°48'51"W	325.00'



4

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REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET 0 100	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.05
	GRID FACTOR: 1.0001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

STATE OF WISCONSIN :: VILLAGE OF PLEASANT PRAIRIE :: KENOSHA COUNTY

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie

County: Kenosha

Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit N and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT N

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-231-0468
HOMEOWNERS ASSOCIATION
97TH STREET
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

Being part of Outlot 1 of Meadowdale Estates, a subdivision recorded as Document 1204143, and located in the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: The east 12.00 feet of said Outlot 1.

This parcel contains **0.090 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a **Permanent Limited Easement** for drainage, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the southeast corner of said Outlot 1; thence South 87°11'09" West, 12.01 feet along the south line of said Outlot 1; thence North 02°48'51" West, 221.24 feet, parallel with the east line of said Northeast 1/4 and 62.00 feet perpendicular to the west therefrom, to the point of beginning; thence South 87°11'09" West, 10.00 feet; thence North 02°48'51" West, 20.00 feet, parallel with the east line of said Northeast 1/4 and 72.00 feet perpendicular to the west therefrom; thence North 87°11'09" East, 10.00 feet; thence South 02°48'51" East, 20.00 feet, parallel with the east line of said Northeast 1/4 and 62.00 feet perpendicular to the west therefrom to the point of beginning.

Also, commencing at the southeast corner of said Outlot 1; thence South 87°11'09" West, 12.01 feet along the south line of said Outlot 1; thence North 02°48'51" West, 286.85 feet, parallel with the east line of said Northeast 1/4 and 62.00 feet perpendicular to the west therefrom, to the point of beginning; thence South 87°11'09" West, 35.00 feet; thence North 02°48'51" West, 20.00 feet, parallel with said the east line of said Northeast 1/4 and 97.00 feet perpendicular to the west therefrom; thence North 87°11'09" East, 35.00 feet; thence South 02°48'51" East, 20.00 feet, parallel with the east line of said Northeast 1/4 and 62.00 feet perpendicular to the west therefrom, to the point of beginning.

These parcels combined contain **0.021 acres**, more or less.

Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the southeast corner of said Outlot 1; thence South 87°11'09" West, 12.01 feet along the south line of said Outlot 1; thence North 02°48'51" West, 191.24 feet, parallel with the east line of said Northeast 1/4 and 62.00 feet perpendicular to the west therefrom, to the point of beginning; thence South 87°11'09" West, 10.00 feet; thence North 02°48'51" West, 30.00 feet, parallel with the east line of said Northeast 1/4 and 72.00 feet perpendicular to the west therefrom; thence North 87°11'09" East, 10.00 feet; thence South 02°48'51" East, 30.00 feet, parallel with the east line of said Northeast 1/4 and 62.00 feet perpendicular to the west therefrom, to the point of beginning.

Also, commencing at the southeast corner of said Outlot 1; thence South 87°11'09" West, 12.01 feet along the south line of said Outlot 1; thence North 02°48'51" West, 241.24 feet, parallel with the east line of said Northeast 1/4 and 62.00 feet perpendicular to the west therefrom, to the point of beginning; thence South 87°11'09" West, 10.00 feet; thence North 02°48'51" West, 20.00 feet, parallel with the east line of said Northeast 1/4 and 72.00 feet perpendicular to the west therefrom; thence North 87°11'09" East, 10.00 feet; thence South 02°48'51" West, 20.00 feet, parallel with the east line of said Northeast 1/4 and 62.00 feet perpendicular to the west therefrom, to the point of beginning.

These parcels combined contain **0.012 acres**, more or less.

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie
County: Kenosha
Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit O and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT O

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-242-0025
ARCHDIOCESE OF MILWAUKEE
ALL SAINTS CEMETARY
3300 SPRINGBROOK ROAD
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

Part of Certified Survey Map 238, recorded in Volume 939 of Records, on Page 212, as Document 585636, and located in the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: Beginning at the southwest corner of said Certified Survey Map 238; thence North $02^{\circ}48'51''$ West, 381.76 feet along the east right-of-way line of 39th Avenue to an easterly jog in said right-of-way line; thence North $87^{\circ}11'09''$ East, 10.80 feet along said easterly jog; thence South $02^{\circ}07'04''$ East, 382.06 feet to the south line of said Northwest 1/4 and the south line of said Certified Survey Map 238; thence South $89^{\circ}42'34''$ West, 6.16 feet along said south line to the point of beginning.

Also, commencing at the southwest corner of said Certified Survey Map 238; thence North $02^{\circ}48'51''$ West, 381.76 feet along the east right-of-way line of 39th Avenue to an easterly jog in said right-of-way line; thence North $87^{\circ}11'09''$ East, 15.00 feet along said easterly jog; to a northerly jog in said right-of-way line; thence North $02^{\circ}48'51''$ West, 30.00 feet, along said northerly jog, to a westerly jog in said right-of-way line; thence South $87^{\circ}11'09''$ West, 3.84 feet along said westerly jog to the point of beginning; thence continue South $87^{\circ}11'09''$ West, 11.16 feet to a northerly jog in said right-of-way line; thence North $02^{\circ}48'51''$ West, 58.50 feet, along said northerly jog; thence North $87^{\circ}11'09''$ East, 11.87 feet; thence South $02^{\circ}07'04''$ East, 58.51 feet to the point of beginning.

These parcels combined contain **0.090 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a **Permanent Limited Easement** for drainage, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the southwest corner of said Certified Survey Map 238; thence North $02^{\circ}48'51''$ West, 381.76 feet along the east right-of-way line of 39th Avenue to an easterly jog in said right-of-way line; thence North $87^{\circ}11'09''$ East, 15.00 feet along said easterly jog; to a northerly jog in said right-of-way line; thence North $02^{\circ}48'51''$ West, 30.00 feet, along said northerly jog, to a westerly jog in said right-of-way line and the point of beginning; thence South $87^{\circ}11'09''$ West, 3.84 feet along said westerly jog; thence North $02^{\circ}07'04''$ West, 58.51 feet; thence North $87^{\circ}11'09''$ East, 40.00 feet; thence South $02^{\circ}07'04''$ East, 58.51 feet; thence South $87^{\circ}11'09''$ West, 36.16 feet to the point of beginning.

This parcel contains **0.054 acres**, more or less.

Also, a **Temporary Limited Easement** for the right to perform grading activities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as: Commencing at the southwest corner of said Certified Survey Map 238; thence North $89^{\circ}42'34''$ East, 6.16 feet along the south line of said Northwest 1/4, also the south line of said Certified Survey Map 238, to the point of beginning; thence North $02^{\circ}07'04''$ West, 382.06 feet to an easterly jog in the east right-of-way line of 39th Avenue; thence North $87^{\circ}11'09''$ East, 4.20 feet along said easterly jog, to a northerly jog in said right-of-way line; thence North $02^{\circ}48'51''$ West, 30.00 feet, along said northerly jog; thence North $87^{\circ}11'09''$ East, 36.16 feet; thence South $02^{\circ}07'04''$ East, 31.37 feet; thence South $15^{\circ}36'42''$ West, 82.10 feet; thence South $02^{\circ}07'04''$ East, 303.46 feet to the to the south line of said Northwest 1/4 and the south line of said Certified Survey Map 238; thence South $89^{\circ}42'34''$ West, 15.01 feet, along said south line, to the point of beginning.

Also, commencing at the southwest corner of said Certified Survey Map 238; thence North $02^{\circ}48'51''$ West, 381.76 feet along the east right-of-way line of 39th Avenue to an easterly jog in said right-of-way line; thence North $87^{\circ}11'09''$ East, 15.00 feet along said easterly jog; to a northerly jog in said right-of-way line; thence North $02^{\circ}48'51''$ West, 30.00 feet, along said northerly jog, to a westerly jog in said right-of-way line; thence South $87^{\circ}11'09''$ West, 15.00 feet along said westerly jog to a northerly jog in said right-of-way line; thence North $02^{\circ}48'51''$ West, 58.50 feet along said northerly jog to the point of beginning; thence continue North $02^{\circ}48'51''$ West, 27.00 feet along said northerly jog; thence North $87^{\circ}11'09''$ East, 52.20 feet; thence South $02^{\circ}07'04''$ East, 27.00 feet; thence South $87^{\circ}11'09''$ West, 51.87 feet to the point of beginning.

These parcels combined contain **0.212 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	PROJECT 3994-1-13	1981	100'
97TH STREET	MEADOWDALE ESTATES SUBD	2001	80'

EXISTING ACCESS RESTRICTION:

NO DIRECT VEHICULAR ACCESS TO 39TH AVENUE PER MEADOWDALE ESTATES PLAT

VILLAGE OF PLEASANT PRAIRIE



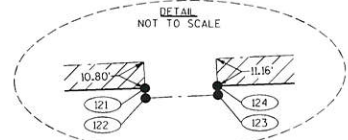
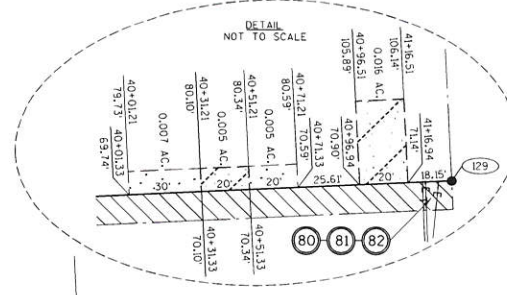
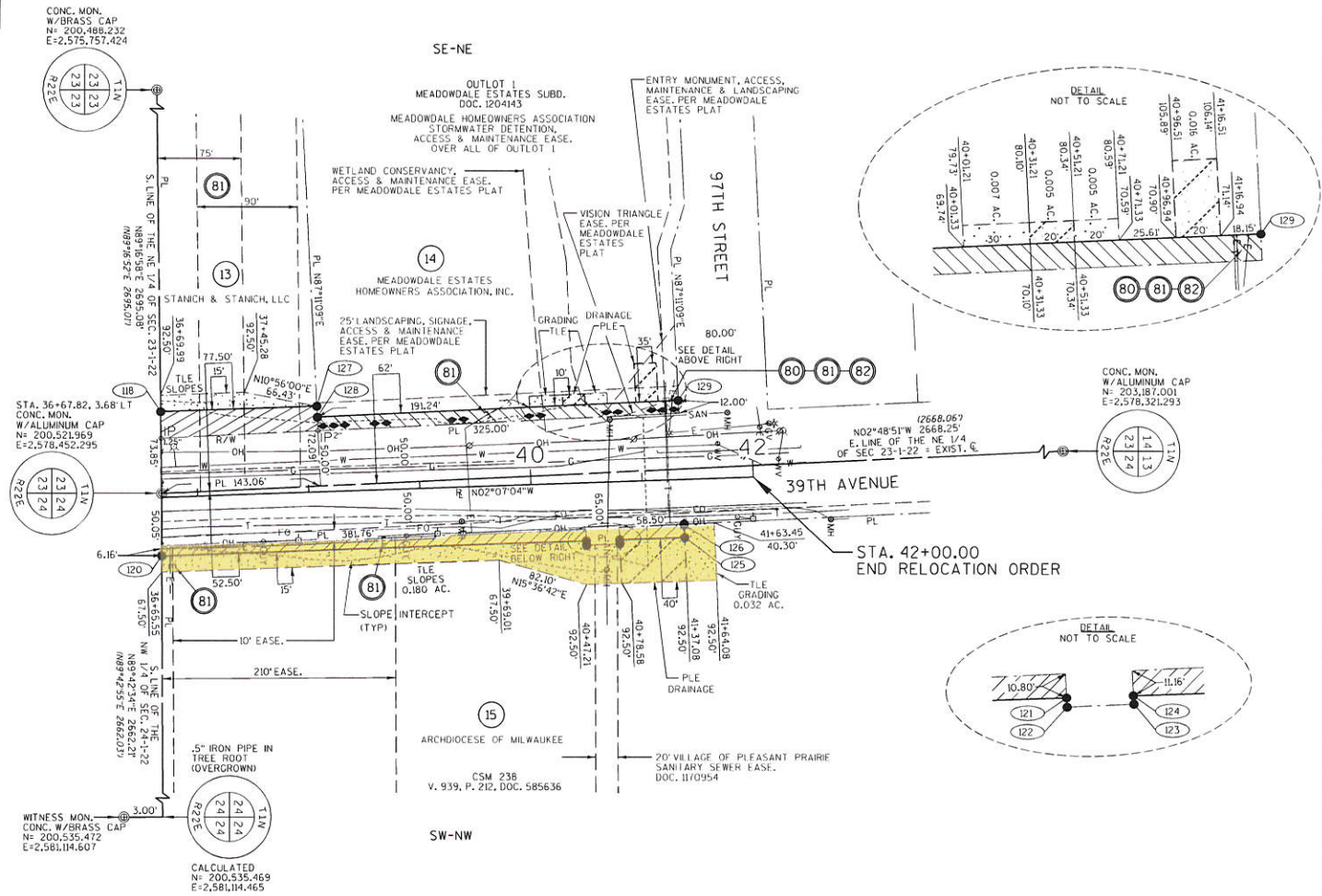
- (80) AT&T, 12' WIDE EASE. PARCEL 14. DOC. 1204143
- (81) WE ENERGIES-ELECTRIC PARCEL 14. DOC. 326966, 90' WIDE EASE. DOC. 1882497, 75' WIDE EASE. DOC. 1469669, 75' WIDE EASE. RESERVATION DOC. 1204143, 12' WIDE EASE.
- WE ENERGIES - ELECTRIC PARCEL 15. V.501, P. 458, DOC. 399788, 210' WIDE EASE. V. 1036, P. 754, DOC. 634084, 10' WIDE EASE.
- (82) TIME WARNER CABLE, 12' WIDE EASE. PARCEL 14. DOC. 1204143

STATION/OFFSET TABLE

POINT	STATION	OFFSET
I18	36+69.62	77.50'
I20	36+66.02	52.50'
I21	40+48.09	52.50'
I22	40+48.14	56.71'
I23	40+78.14	56.34'
I24	40+78.09	52.50'
I25	41+36.59	52.50'
I26	41+36.45	40.63'
I27	38+09.99	77.50'
I28	38+10.11	67.41'
I29	41+35.09	71.36'

COURSE TABLE

COURSE	BEARING	DISTANCE
I20-I21	N02°07'04"W	382.06'
I21-I22	N87°10'09"E	4.20'
I22-I23	N02°48'51"W	30.00'
I23-I24	S87°11'09"W	3.84'
I24-I25	N02°07'04"W	58.51'
I25-I26	S87°11'09"W	11.87'
I18-I27	N02°07'04"W	140.37'
I27-I28	N87°10'09"E	10.09'
I28-I29	N02°48'51"W	325.00'



REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET 0 100	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.05
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

.....

RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie
County: Kenosha
Project: 39th Avenue Reconstruction

.....

WHEREAS, the Village of Pleasant Prairie has authorized the Right-of-Way acquisition of property for the above referenced project; and

WHEREAS, the project design process of the reconstruction of 39th Avenue is complete;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the Right-of-Way Plat, which is attached hereto as Exhibit P and incorporated herein by reference; that the partial Right-of-Way of the real properties to be acquired in fee simple absolute and the other real property interests to be acquired are identified and delineated on the attached Right-of-Way Plat; and that the real properties and real property interests to be acquired are required by the Village for transportation, sanitary sewer and municipal water construction purposes pursuant to the provisions of Section 32.05(1)(a) and Section 200.33 of the Wisconsin Statutes and the Village Capital Improvement Plan; and
2. Those parcels shown on the attached Right-of-Way Plat are laid out and established by recorded documents.

DATED, this 12th day of May, 2014, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane M. Romanowski, Clerk

EXHIBIT P

**FEE ACQUISITION FOR
ROADWAY RIGHT-OF-WAY
LOCATED IN
THE VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

FROM:

**TAX KEY NO. 92-4-122-243-0025
VILLAGE OF PLEASANT PRAIRIE
9915 39TH AVENUE
PLEASANT PRAIRIE, WI 53158**

TO:

VILLAGE OF PLEASANT PRAIRIE

LEGAL DESCRIPTION

Temporary Access to the following tract of land in Kenosha County, State of Wisconsin, described as:

Part of Lot 1 of Certified Survey Map 2750, recorded as Document 1726153, and located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 22 East, Village of Pleasant Prairie, described as follows: Beginning at the southwest corner of said Lot 1; thence North 02°42'29" West, 177.53 feet along the east right-of-way line of 39th Avenue; thence North 07°17'32" East, 57.59 feet along said east right-of-way line; thence North 02°42'29" West, 208.45 feet along said east right-of-way line; thence North 09°22'31" West, 93.61 feet along said east right-of-way line to the southeasterly right-of-way line of Springbrook Road; thence North 26°49'02" East, 194.24 feet along said southeasterly right-of-way line; thence North 61°44'30" East, 26.20 feet along said southeasterly right-of-way line; thence South 26°49'02" West, 219.29 feet, parallel with said southeasterly right-of-way line and 15.00 feet perpendicular to the southeast therefrom; thence South 09°22'31" West, 82.52 feet, parallel with the east right-of-way line of 39th Avenue and 10.00 feet perpendicular to the east therefrom; thence South 02°42'29" East, 209.80 feet, parallel with said east right-of-way line and 10.00 feet perpendicular to the east therefrom; thence South 07°17'32" West, 57.63 feet, parallel with said east right-of-way line and 10.00 feet perpendicular to the east therefrom; thence South 02°42'29" East, 176.65 feet, parallel with said east right-of-way line and 10.00 feet perpendicular to the east therefrom, to the north right-of-way line of 100th Street; thence South 89°45'31" West, 10.00 feet along said north right-of-way line to the point of beginning.

This parcel contains **0.193 acres**, more or less.

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	PROJECT 3194-1-13	1981	78' / 95' / 100'
39TH AVENUE	PROJECT 3178-06-20	2009	100' / 83'
39TH AVENUE	CSM ----	2014	VARIES
100TH STREET	ROLLING MEADOWS SUBD	1962	60'
SPRINGBROOK ROAD (C.H.M.)	PROJECT 3250-22-22	1994	125' / VARIES

39TH AVENUE R CURVE DATA

PI STA. 28+44.71	PI STA. 30+23.11	PI STA. 32+00.82	PI STA. 34+70.28
N 199,703.493	N 199,871.920	N 200,104.923	N 200,324.690
E 2,578,503.530	E 2,578,464.021	E 2,578,461.947	E 2,578,463.269
PC STA. 27+56.74	PC STA. 29+96.53	PC STA. 31+95.51	PC STA. 34+27.29
PT STA. 29+32.23	PT STA. 30+48.68	PT STA. 33+05.81	PT STA. 35+13.25
DELTA 10°03'16"	DELTA 27°09'42"	DELTA 10°31'58"	DELTA 02°27'45"
D 05°43'46"	D 52°05'13"	D 09°53'57"	D 02°51'53"
L 175.49'	L 52.15'	L 52.15'	L 85.96'
R 1000.00'	R 110.00'	R 600.00'	R 2000.00'
LCH 175.26'	LCH 51.66'	LCH 110.15'	LCH 85.95'
LCB N07°44'07"W	LCB N00°49'06"E	LCB N04°55'18"E	LCB N00°53'11"W

SPRINGBROOK ROAD R CURVE DATA

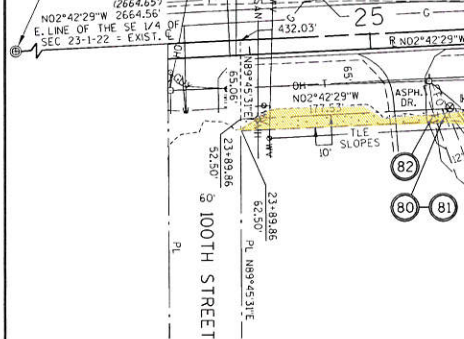
PI STA. 100+27.41	PI STA. 103+80.63	PI STA. 104+36.45	PI STA. 106+13.83
N 199,974.950	N 199,996.516	N 199,991.587	N 199,996.516
E 2,577,921.716	E 2,578,301.409	E 2,578,357.172	E 2,578,301.409
PC STA. 100+00.00	PC STA. 103+51.40	PCC STA. 104+09.69	PC STA. 107+41.86
PT STA. 100+54.73	PT STA. 104+09.69	PT STA. 104+61.95	PT STA. 108+80.03
DELTA 07°50'21"	DELTA 10°18'33"	DELTA 30°14'37"	DELTA 39°34'58"
D 14°19'26"	D 17°41'02"	D 57°52'28"	D 28°38'52"
L 54.73'	L 58.30'	L 52.26'	L 138.17'
R 1000.00'	R 324.00'	R 99.00'	R 200.00'
LCH 54.68'	LCH 58.22'	LCH 135.44'	LCH 135.44'
LCB N85°23'50"E	LCB N89°53'50"E	LCB S69°49'35"E	LCB N44°08'48"E

39TH AVENUE R/W CURVE DATA

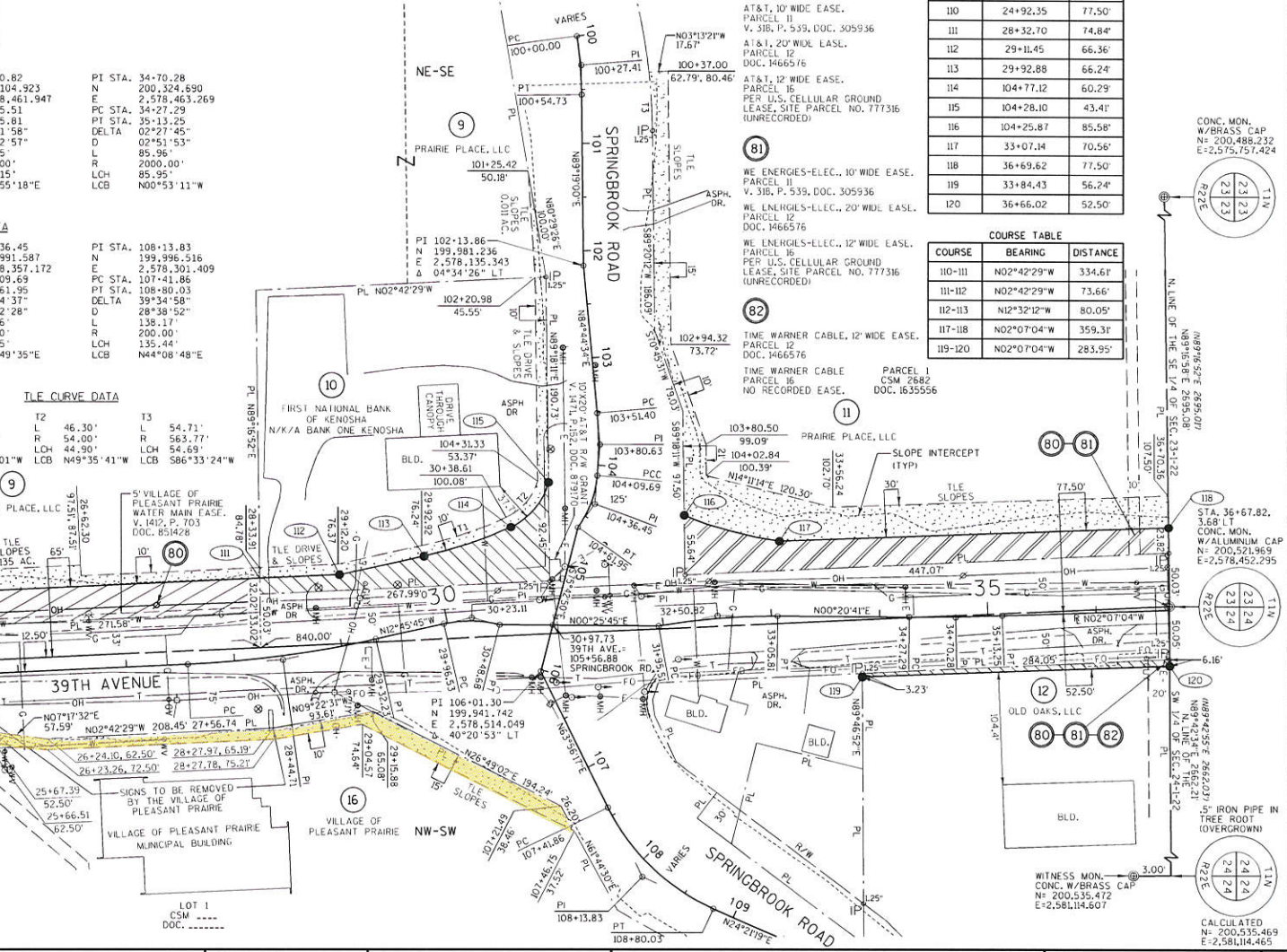
113-114	114-115	116-117	T1	T2	T3
L 84.83'	L 56.39'	L 91.34'	R 82.65'	L 46.30'	L 54.71'
R 389.00'	R 64.00'	R 364.50'	R 379.00'	R 54.00'	R 563.77'
LCH 84.66'	LCH 54.58'	LCH 91.10'	LCH 82.48'	LCH 44.90'	LCH 54.69'
LCB N18°47'01"W	LCB N50°16'21"W	LCB N15°15'32"E	LCB N18°47'01"W	LCB N49°35'41"W	LCB S86°33'24"W

TLE CURVE DATA

T1	T2	T3
L 82.65'	L 46.30'	L 54.71'
R 379.00'	R 54.00'	R 563.77'
LCH 82.48'	LCH 44.90'	LCH 54.69'
LCB N18°47'01"W	LCB N49°35'41"W	LCB S86°33'24"W



VILLAGE OF PLEASANT PRAIRIE



STATION/OFFSET TABLE

POINT	STATION	OFFSET
110	24+92.35	77.50'
111	28+52.70	74.84'
112	29+11.45	66.36'
113	29+92.88	66.24'
114	104+77.12	60.29'
115	104+28.10	43.41'
116	104+25.87	85.58'
117	33+07.14	70.56'
118	36+69.62	77.50'
119	33+84.43	56.24'
120	36+66.02	52.50'

COURSE TABLE

COURSE	BEARING	DISTANCE
110-111	N02°42'29"W	334.61'
111-112	N02°42'29"W	73.66'
112-113	N12°32'12"W	80.05'
113-117	N02°07'04"W	359.31'
119-120	N02°07'04"W	283.95'

REVISION DATE	DATE: APRIL 28, 2014	SCALE: FEET 0 100	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.04
	GRID FACTOR: 1.0000191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	LAND CONTRACT	LC
ACRES	AC.	MONUMENT	MON.
ASPHALT	ASPH.	PAGE	P.
BUILDING	BLD.	PERMANENT LIMITED EASEMENT	PLE
CERTIFIED SURVEY MAP	CSM	PROPERTY LINE	PL
CHORD BEARING	CB	RECORDED AS	(XX')
CHORD LENGTH	CL	REFERENCE LINE	R
CONCRETE	CONC.	RELEASE OF RIGHTS	ROR
CORNER	COR.	REMAINING	REM.
DOCUMENT	DOC.	RIGHT-OF-WAY	R/W
DRIVEWAY	DR.	SECTION	SEC.
EASEMENT	EASE.	STATION	STA.
GRAVEL	GR.	TEMPORARY LIMITED EASEMENT	TLE
HIGHWAY EASEMENT	HE	VOLUME	V.

CONVENTIONAL SYMBOLS

FOUND IRON PIPE/PIN (x.xx" o.d.) ₁₀	IP	PROPOSED R/W LINE	—————
R/W POINT (MONUMENTED)	•	EXISTING H.E. LINE	- - - - -
SECTION CORNER MONUMENT	⊕	PROPERTY LINE	- - - - -
SECTION CORNER SYMBOL	⊕	LOT & TIE LINES	- - - - -
FEE (HATCH VARIES)		SLOPE INTERCEPTS	- - - - -
PERMANENT LIMITED EASEMENT		SECTION LINE	- - - - -
TEMPORARY LIMITED EASEMENT		QUARTER LINE	- - - - -
R/W POINT NUMBER	100	PROPOSED REFERENCE LINE	—————
PARCEL NUMBER	1	NO ACCESS (BY PREVIOUS ACQUISITION/CONTROL)
UTILITY PARCEL NUMBER	80	NO ACCESS (BY ACQUISITION)
BUILDING	□	NO ACCESS

CONVENTIONAL UTILITY SYMBOLS

WATER	—W—	POWER POLE	NON COMPENSABLE	COMPENSABLE
GAS	—G—	TELEPHONE POLE	⊕	⊕
TELEPHONE	—T—	TELEPHONE PEDESTAL	⊗	⊗
OVERHEAD	—OH—			
TRANSMISSION LINES				
ELECTRIC	—E—			
CABLE TELEVISION	—TV—			
FIBER OPTIC	—FO—			
SANITARY SEWER	—SAN—			
STORM SEWER	—SS—			

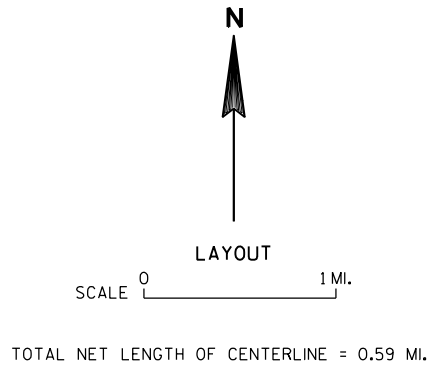
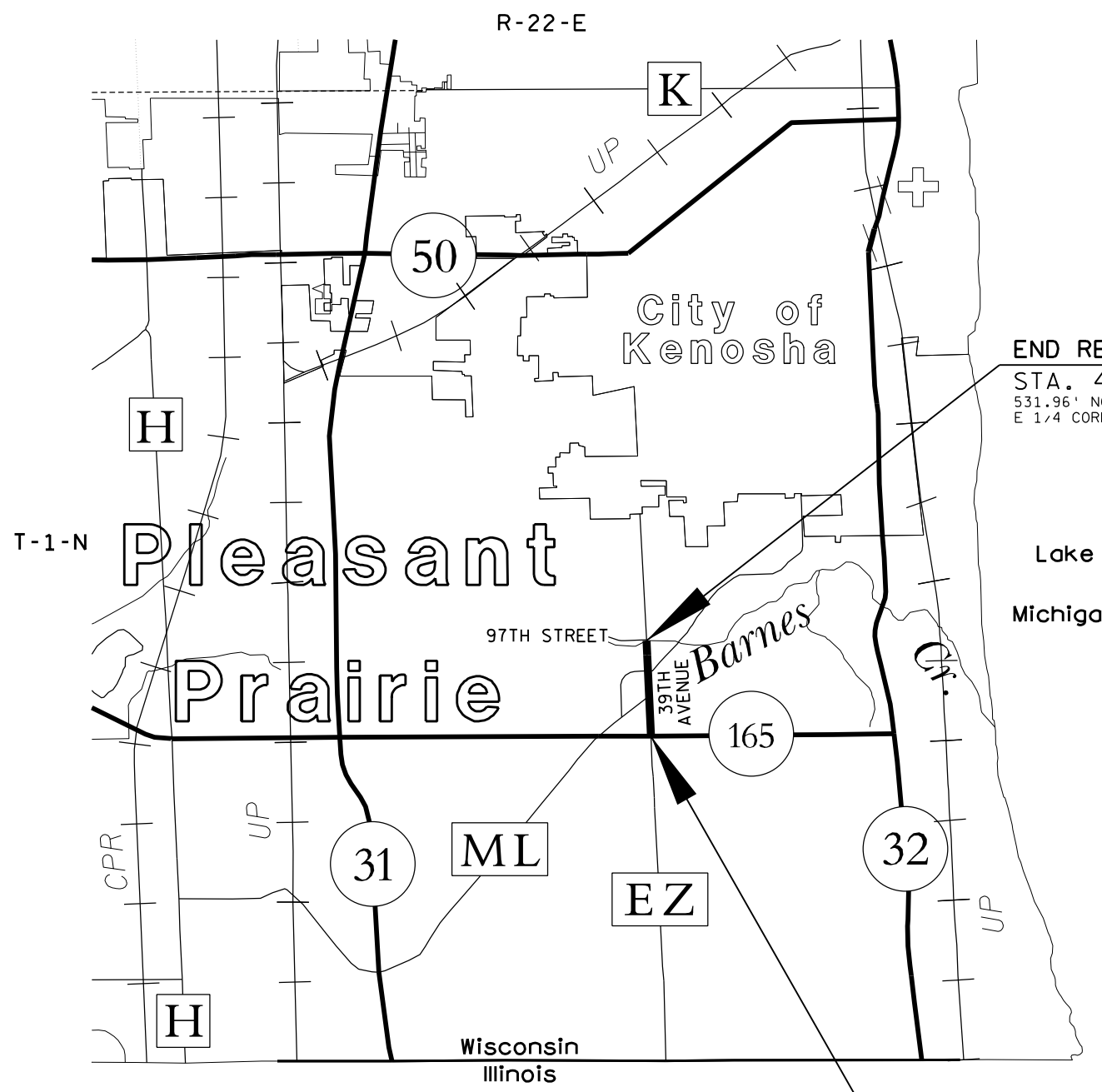
NOTES

COORDINATES AND BEARINGS ON THIS PLAT ARE ORIENTED TO THE WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, NAD 27, PUBLISHED SEWRPC COORDINATES. ALL PLAT DISTANCES ARE GROUND LENGTH AND MAY BE CONVERTED TO GRID LENGTH BY MULTIPLYING THE DISTANCE BY THE GRID FACTOR PROVIDED ON THE DETAIL SHEETS.

RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (3/4"x24" REBAR W/PLASTIC CAP), UNLESS OTHERWISE NOTED, AND PLACED PRIOR TO THE COMPLETION OF THE PROJECT.


RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER SURVEYS OF PUBLIC RECORD.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.



R/W PROJECT NUMBER	3729-00-04	SHEET NUMBER	4.01	TOTAL SHEETS	5
CONSULTANT PROJECT NUMBER	W120071.00	PLAT OF RIGHT-OF-WAY REQUIRED FOR			
39TH AVENUE					
STH 165 TO 97TH STREET					
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY					
CONSTRUCTION PROJECT NUMBER	3729-00-74				

ORIGINAL PLAT PREPARED BY:



gai consultants
 W175 N11081 STONWOOD DR, SUITE 103
 GERMANTOWN, WI 53022
 262.250.8000 • Fax 262.250.8011

SURVEYOR'S SEAL

(Date) (Signature)
TERRANCE E. PISAREK S-1930

REVISION DATE:

VILLAGE OF PLEASANT PRAIRIE

APPROVED:

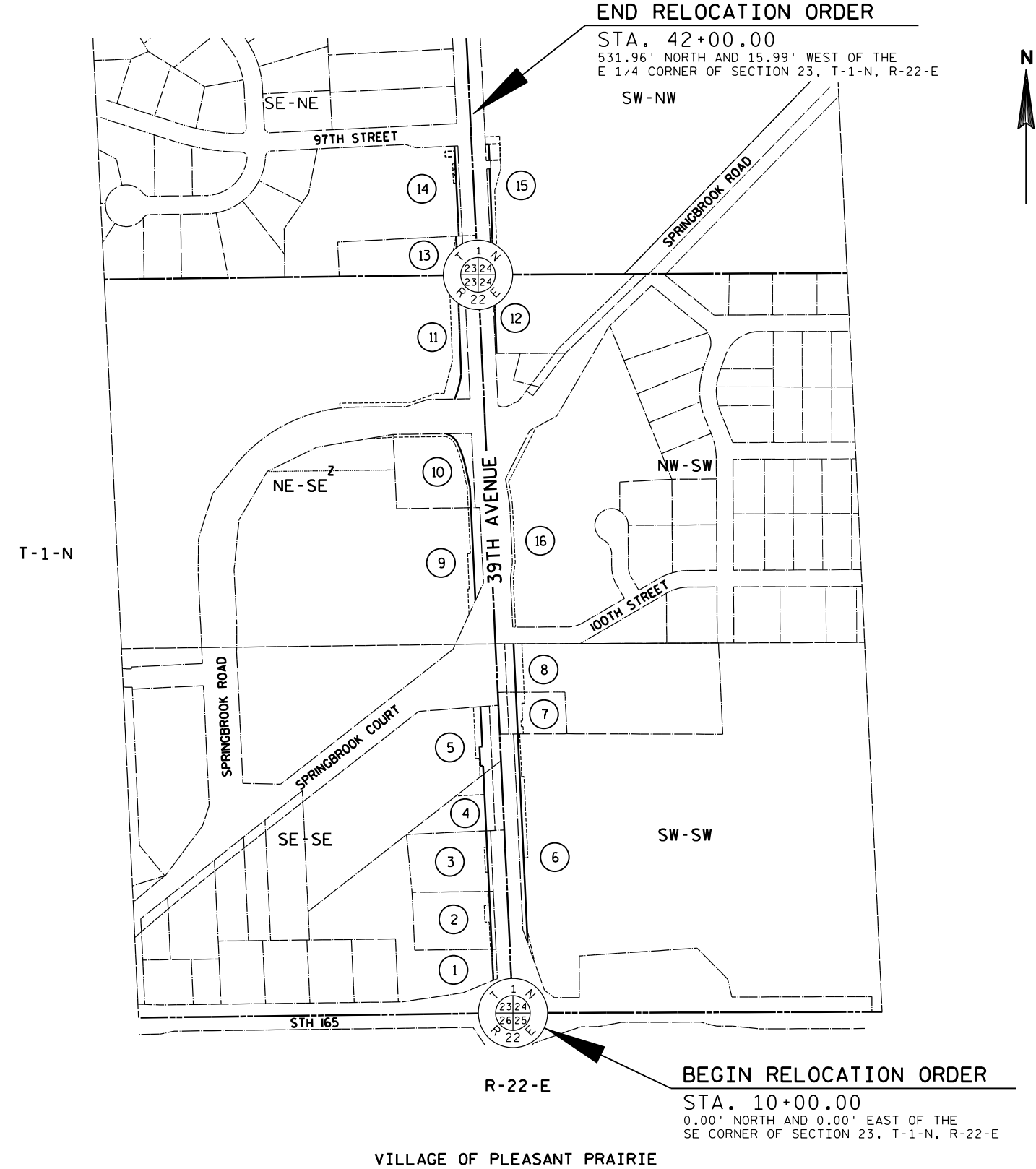
(Date) (Signature)
JOHN P. STEINBRINK
 VILLAGE PRESIDENT

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE.

PLAT LAYOUT

PARCEL NUMBER	SHEET NUMBER(S)	OWNER(S)	INTEREST REQUIRED	R/W ACRES REQUIRED			PLE	TLE
				NEW	EXISTING	TOTAL		
1	4.03	STEVE ROVIK	FEE	0.038 AC	-----	0.038 AC	-----	-----
2	4.03	PRAIRIE PLACE, LLC	FEE/TLE	0.072 AC	-----	0.072 AC	-----	0.045 AC
3	4.03	PATRICK M. COOPER & SHARON M. COOPER	FEE/TLE	0.075 AC	-----	0.075 AC	-----	0.021 AC
4	4.03	ANNE R. QUIMBY, SOLE TRUSTEE OR HER SUCCESSORS IN TRUST UNDER THE ANNE QUIMBY LIVING TRUST, DATED NOVEMBER 3, 1999 AND ANY AMENDMENTS THERETO AND ANN R. HOLLIS; AS THEIR INTEREST MAY APPEAR	FEE/TLE	0.158 AC	0.181 AC	0.339 AC	-----	0.087 AC
5	4.03	PRAIRIE PLACE, LLC	FEE/TLE	0.187 AC	0.160 AC	0.347 AC	-----	0.109 AC
6	4.03	IRENE BRZOWSKI OR EUGENE BRZOWSKI, TRUSTEE, THE IRENE AND EUGENE BRZOWSKI TRUST	FEE/TLE	0.252 AC	-----	0.252 AC	-----	0.139 AC
7	4.03	ALICE M. VODAK	FEE/TLE	0.111 AC	0.114 AC	0.225 AC	-----	0.075 AC
8	4.03	ROBERT B. HOWARD & JULIE E. HOWARD	FEE/TLE	0.129 AC	0.133 AC	0.262 AC	-----	0.121 AC
9	4.04	PRAIRIE PLACE, LLC	FEE/TLE	0.223 AC	-----	0.223 AC	-----	0.146 AC
10	4.04	FIRST NATIONAL BANK OF KENOSHA, N/K/A BANK ONE KENOSHA	FEE/TLE	0.190 AC	-----	0.190 AC	-----	0.110 AC
11	4.04	PRAIRIE PLACE, LLC	FEE/TLE	0.291 AC	-----	0.291 AC	-----	0.474 AC
12	4.04	OLD OAKS, LLC	FEE	0.031 AC	-----	0.031 AC	-----	-----
13	4.05	STANICH & STANICH, LLC	FEE/TLE	0.074 AC	0.163 AC	0.237 AC	-----	0.037 AC
14	4.05	MEADOWDALE ESTATES HOMEOWNERS ASSOCIATION, INC.	FEE/PLE/TLE	0.090 AC	-----	0.090 AC	0.021 AC	0.012 AC
15	4.05	ARCHDIOCESE OF MILWAUKEE	FEE/PLE/TLE	0.090 AC	-----	0.090 AC	0.054 AC	0.212 AC
16	4.04	VILLAGE OF PLEASANT PRAIRIE	TLE	-----	-----	-----	-----	0.193 AC
80	4.03, 4.04, 4.05	AT&T	ROR	-----	-----	-----	-----	-----
81	4.04, 4.05	WE ENERGIES - ELECTRIC	ROR	-----	-----	-----	-----	-----
82	4.04, 4.05	TIME WARNER CABLE	ROR	-----	-----	-----	-----	-----

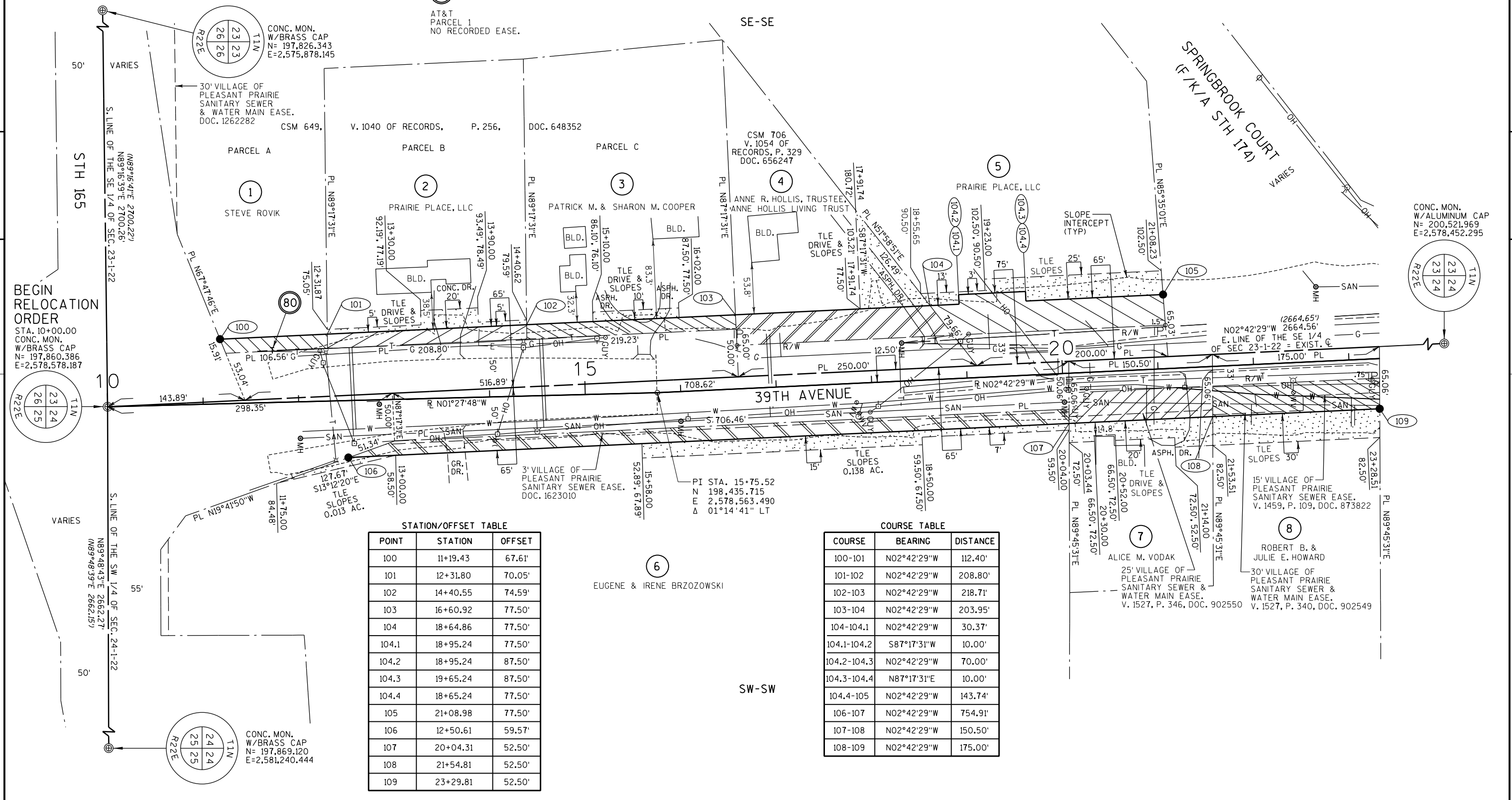


REVISION DATE	DATE: MAY 12, 2014	SCALE, FEET 0 500'	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.02
			COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	STATE STATUTE 82.18		66'
39TH AVENUE	PROJECT 3994-1-13	1981	66'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
STH 165	PROJECT 3738-06-20	2009	VARIES
SPRINGBROOK COURT (F/K/A STH 174)	PROJECT T0844(2)	1955	VARIES



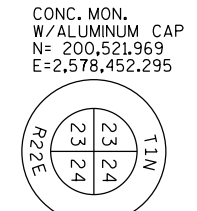
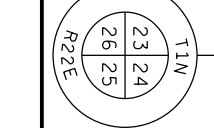
VILLAGE OF PLEASANT PRAIRIE



4

4

BEGIN RELOCATION ORDER
 STA. 10+00.00
 CONC. MON.
 W/BRASS CAP
 N= 197,860,386
 E= 2,578,578.187



STATION/OFFSET TABLE

POINT	STATION	OFFSET
100	11+19.43	67.61'
101	12+31.80	70.05'
102	14+40.55	74.59'
103	16+60.92	77.50'
104	18+64.86	77.50'
104.1	18+95.24	77.50'
104.2	18+95.24	87.50'
104.3	19+65.24	87.50'
104.4	18+65.24	77.50'
105	21+08.98	77.50'
106	12+50.61	59.57'
107	20+04.31	52.50'
108	21+54.81	52.50'
109	23+29.81	52.50'

COURSE TABLE

COURSE	BEARING	DISTANCE
100-101	N02°42'29"W	112.40'
101-102	N02°42'29"W	208.80'
102-103	N02°42'29"W	218.71'
103-104	N02°42'29"W	203.95'
104-104.1	N02°42'29"W	30.37'
104.1-104.2	S87°17'31"W	10.00'
104.2-104.3	N02°42'29"W	70.00'
104.3-104.4	N87°17'31"E	10.00'
104.4-105	N02°42'29"W	143.74'
106-107	N02°42'29"W	754.91'
107-108	N02°42'29"W	150.50'
108-109	N02°42'29"W	175.00'

REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.03
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	PROJECT 3994-1-13	1981	78' / 95' / 100'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
39TH AVENUE	CSM ----	2014	VARIES
100TH STREET	ROLLING MEADOWS SUBD	1962	60'
SPRINGBROOK ROAD (C/TL ML)	PROJECT 3250-22-22	1994	125' / VARIES

39TH AVENUE R CURVE DATA

PI STA. 28+44.71	PI STA. 30+23.11	PI STA. 32+50.82	PI STA. 34+70.28
N 199,703.493	N 199,877.920	N 200,104.923	N 200,324.690
E 2,578,503.530	E 2,578,464.021	E 2,578,461.947	E 2,578,463.269
PC STA. 27+56.74	PC STA. 29+96.53	PC STA. 31+95.51	PC STA. 34+27.29
PT STA. 29+32.23	PT STA. 30+48.68	PT STA. 33+05.81	PT STA. 35+13.25
DELTA 10°03'16"	DELTA 27°09'42"	DELTA 10°31'58"	DELTA 02°27'45"
D 05°43'46"	D 52°05'13"	D 09°32'57"	D 02°51'53"
L 175.49'	L 52.15'	L 85.96'	L 85.96'
R 1000.00'	R 110.00'	R 600.00'	R 2000.00'
LCH 175.26'	LCH 51.66'	LCH 110.15'	LCH 85.95'
LCB N07°44'07"W	LCB N00°49'06"E	LCB N04°55'18"E	LCB N00°53'11"W

SPRINGBROOK ROAD R CURVE DATA

PI STA. 100+27.41	PI STA. 103+80.63	PI STA. 104+36.45	PI STA. 108+13.83
N 199,974.950	N 199,996.516	N 199,991.587	N 199,996.516
E 2,577,921.716	E 2,578,301.409	E 2,578,357.172	E 2,578,301.409
PC STA. 100+00.00	PC STA. 103+51.40	PCC STA. 104+09.69	PC STA. 107+41.86
PT STA. 100+54.73	PCC STA. 104+09.69	PT STA. 104+61.95	PT STA. 108+80.03
DELTA 07°50'21"	DELTA 10°18'33"	DELTA 30°14'37"	DELTA 39°34'58"
D 14°19'26"	D 17°41'02"	D 57°52'28"	D 28°38'52"
L 54.73'	L 58.30'	L 52.26'	L 138.17'
R 1000.00'	R 324.00'	R 99.00'	R 200.00'
LCH 54.68'	LCH 58.22'	LCH 51.65'	LCH 135.44'
LCB N85°23'50"E	LCB N89°53'50"E	LCB S69°49'35"E	LCB N44°08'48"E

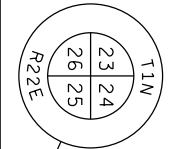
39TH AVENUE R/W CURVE DATA

113-114	114-115	116-117
L 84.83'	L 56.39'	L 91.34'
R 389.00'	R 64.00'	R 364.50'
LCH 84.66'	LCH 54.58'	LCH 91.10'
LCB N18°47'01"W	LCB N50°16'21"W	LCB N15°15'32"E

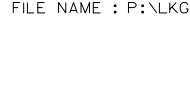
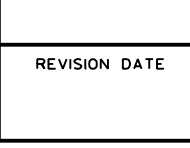
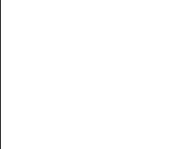
TLE CURVE DATA

T1	T2	T3
L 82.65'	L 46.30'	L 54.71'
R 379.00'	R 54.00'	R 563.77'
LCH 82.48'	LCH 44.90'	LCH 54.69'
LCB N18°47'01"W	LCB N49°35'41"W	LCB S86°33'24"W

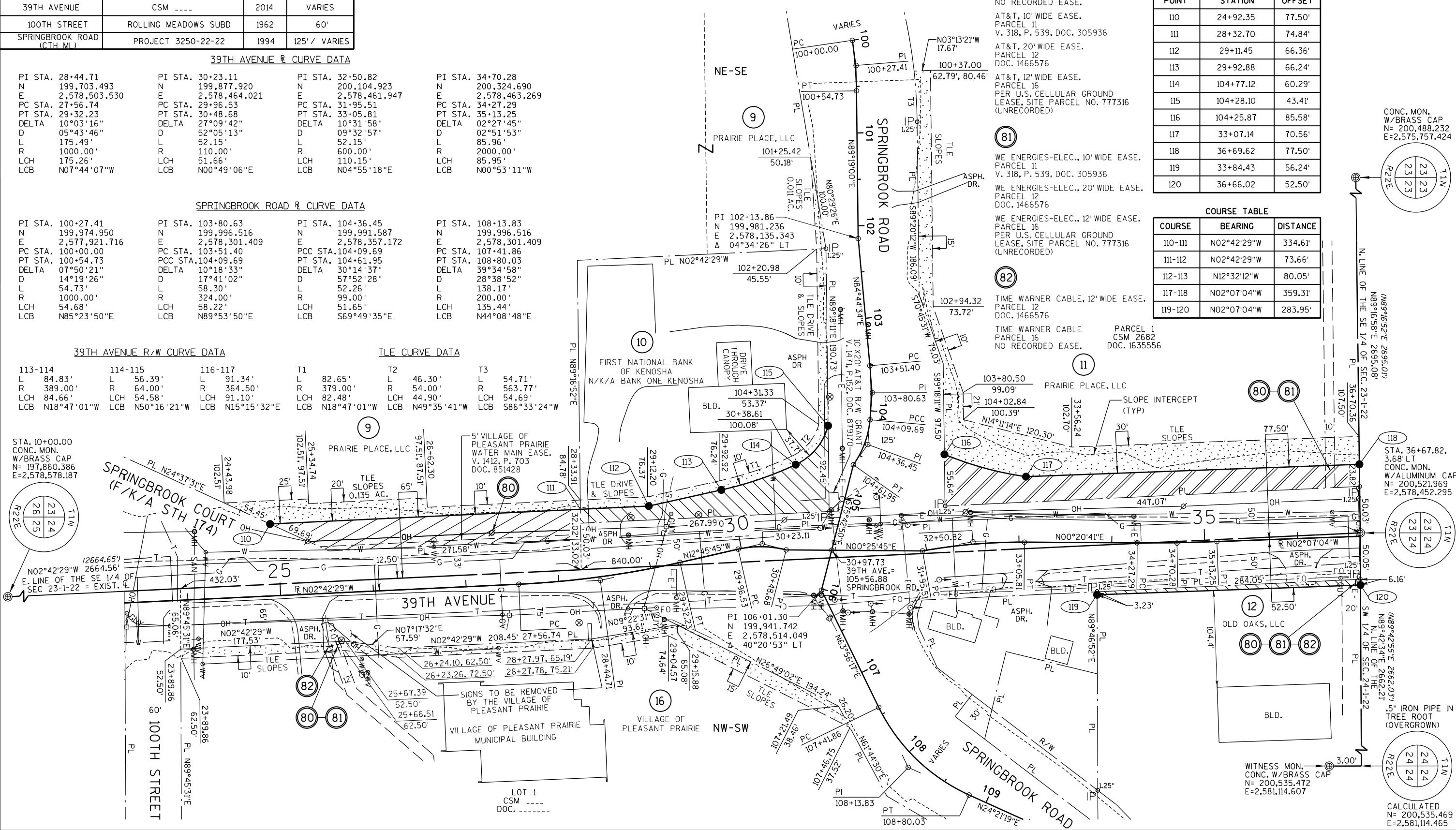
STA. 10+00.00
CONC. MON.
W/BRASS CAP
N= 197,860.386
E=2,578,578.187



(2664.65')
N02°42'29"W 2664.56'
E. LINE OF THE SE 1/4
SEC 23-1-22 = EXIST.



VILLAGE OF PLEASANT PRAIRIE



STATION/OFFSET TABLE

POINT	STATION	OFFSET
110	24+92.35	77.50'
111	28+32.70	74.84'
112	29+11.45	66.36'
113	29+92.88	66.24'
114	104+77.12	60.29'
115	104+28.10	43.41'
116	104+25.87	85.58'
117	33+07.14	70.56'
118	36+69.62	77.50'
119	33+84.43	56.24'
120	36+66.02	52.50'

COURSE TABLE

COURSE	BEARING	DISTANCE
110-111	N02°42'29"W	334.61'
111-112	N02°42'29"W	73.66'
112-113	N12°32'12"W	80.05'
117-118	N02°07'04"W	359.31'
119-120	N02°07'04"W	283.95'

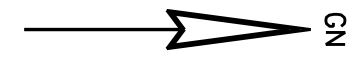
REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.04
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	PROJECT 3994-1-13	1981	100'
97TH STREET	MEADOWDALE ESTATES SUBD	2001	80'

EXISTING ACCESS RESTRICTION:

NO DIRECT VEHICULAR ACCESS TO 39TH AVENUE PER MEADOWDALE ESTATES PLAT

VILLAGE OF PLEASANT PRAIRIE



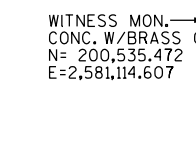
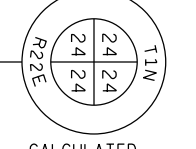
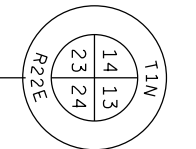
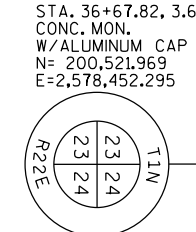
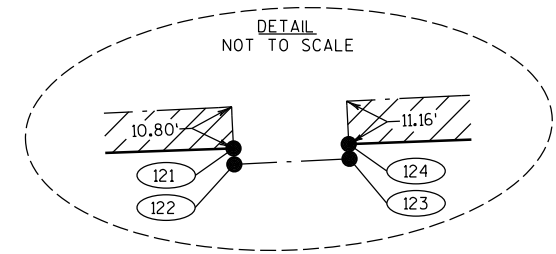
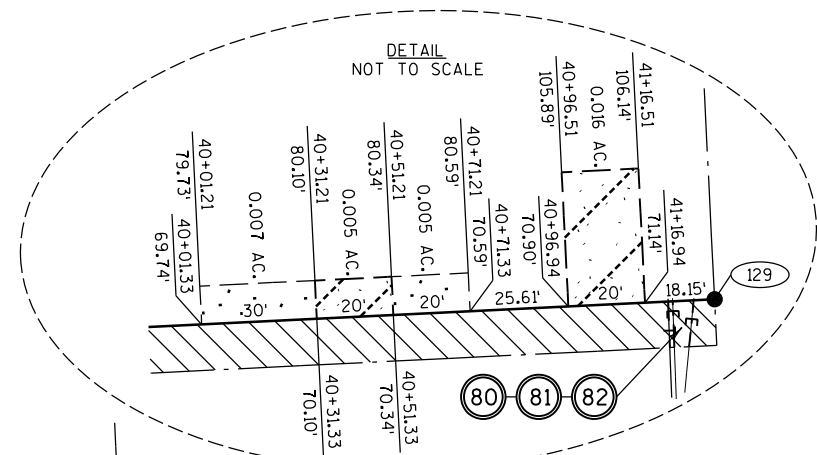
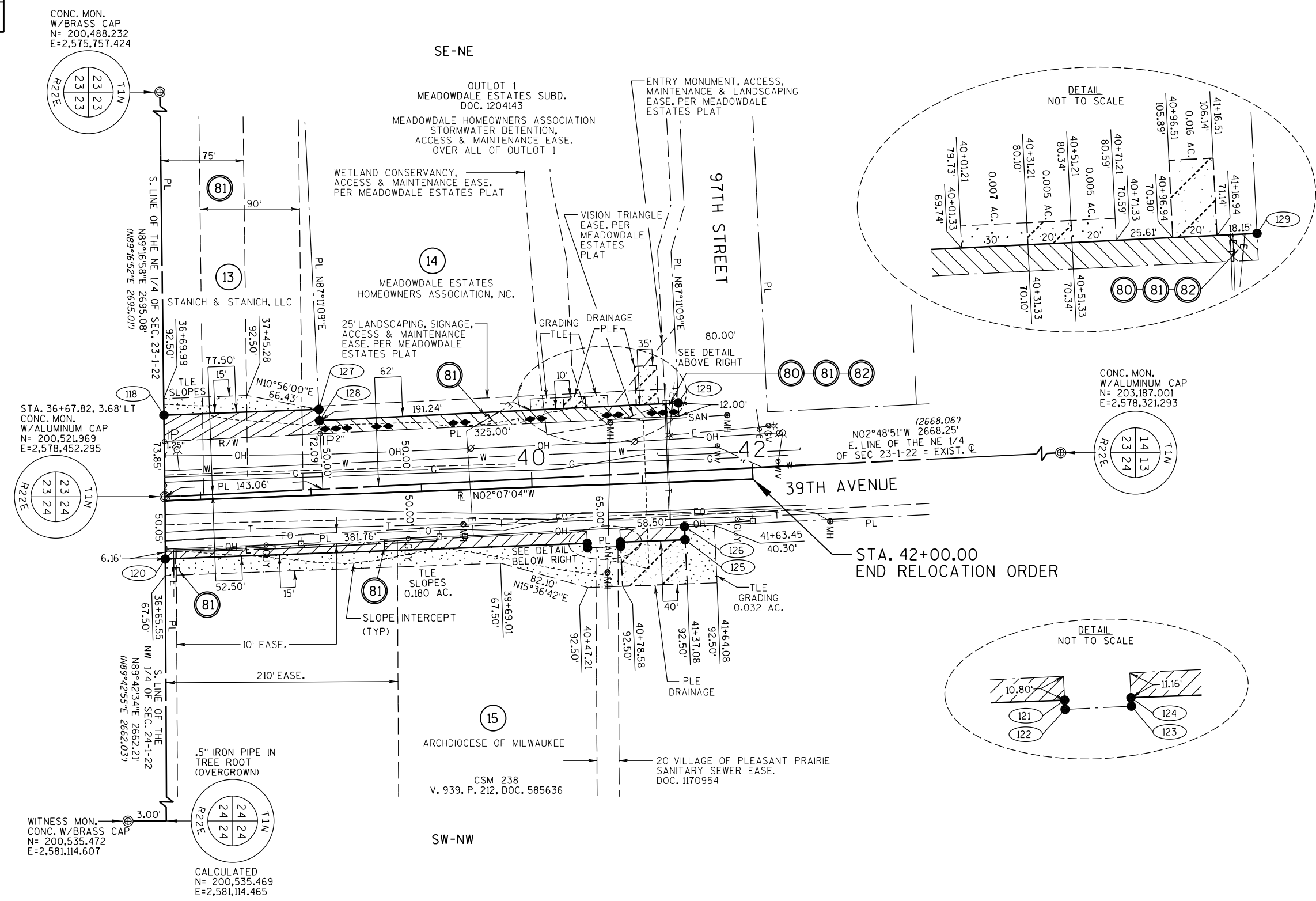
- 80**
AT&T, 12' WIDE EASE.
PARCEL 14
DOC. 1204143
- 81**
WE ENERGIES-ELECTRIC
PARCEL 14
DOC. 326966, 90' WIDE EASE.
DOC. 1182407, 75' WIDE EASE.
DOC. 1469669, 75' WIDE EASE, RESERVATION
DOC. 1204143, 12' WIDE EASE.
- 82**
WE ENERGIES - ELECTRIC
PARCEL 15
V. 501, P. 458, DOC. 399788, 210' WIDE EASE.
V. 1016, P. 754, DOC. 634084, 10' WIDE EASE.
- 82**
TIME WARNER CABLE, 12' WIDE EASE.
PARCEL 14
DOC. 1204143

STATION/OFFSET TABLE

POINT	STATION	OFFSET
118	36+69.62	77.50'
120	36+66.02	52.50'
121	40+48.09	52.50'
122	40+48.14	56.71'
123	40+78.14	56.34'
124	40+78.09	52.50'
125	41+36.59	52.50'
126	41+36.45	40.63'
127	38+09.99	77.50'
128	38+10.11	67.41'
129	41+35.09	71.36'

COURSE TABLE

COURSE	BEARING	DISTANCE
120-121	N02°07'04"W	382.06'
121-122	N87°11'09"E	4.20'
122-123	N02°48'51"W	30.00'
123-124	S87°11'09"W	3.84'
124-125	N02°07'04"W	58.51'
125-126	S87°11'09"W	11.87'
118-127	N02°07'04"W	140.37'
127-128	N87°11'09"E	10.09'
128-129	N02°48'51"W	325.00'



REVISION DATE	DATE: MAY 12, 2014	SCALE: FEET	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.05
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET

**VILLAGE OF PLEASANT PRAIRIE
VILLAGE BOARD OF TRUSTEES
RESOLUTION #14-14**

**RESOLUTION REJECTING BID FOR PARK AND RIDE BRIDGE, DETERMINING IT
TO BE EXCESSIVE AND AGAINST THE BEST INTERESTS OF THE VILLAGE,
AND ORDERING WORK DONE BY VILLAGE UNDER SUPERVISION
OF PUBLIC WORKS DIRECTOR**

WHEREAS, the Village entered into a Memorandum of Agreement with the Wisconsin Department of Transportation for WisDOT project ID 1693-35-05/1693-35-75, Village of Pleasant Prairie Park and Ride Lot, RecPlex Terwall Terrace, Kenosha County ("Village-WisDOT MOA") on February 10, 2014;

WHEREAS, the WisDOT MOA was amended on April 10, 2014, to separate out the "Park and Ride Bridge" project from the balance of the Park and Ride Lot project;

WHEREAS, the Village contracted with R.A. Smith to serve as engineer for the project, which consists of one 50-foot wide by 28-foot span precast reinforced concrete three-sided bridge with precast wing walls, one 10-foot wide by 80-foot long prefabricated steel truss bridge with reinforced concrete abutments, steel railing, associated dewatering, excavation, erosion control, clearing and grubbing and grading.;

WHEREAS, the Engineer's estimate for the cost of the Park and Ride Bridge was \$384,590;

WHEREAS, the Village advertised for bids pursuant to Wis. Stats. §62.15, applicable to Villages pursuant to Wis. Stats. §61.54, setting a bid opening date of April 24, 2014;

WHEREAS, only one contractor, Concrete Structures, Inc. bid the project, submitting a bid of \$661,749;

WHEREAS, Wis Stats. §62.15(5) holds, among other provisions that the Village may reject any bid, and that if the Village Board "finds that any of the bids are fraudulent, collusive, excessive, or against the best interests of the [Village], it may, by resolution adopted by two-thirds of its members, reject any bids received and order the work done directly by the [Village] under the supervision of the board of public works."

WHEREAS, there is no evidence that the bid received was either fraudulent or collusive;

WHEREAS, on May 12, 2014, Village Public Works Director John Steinbrink, Jr., P.E., appeared before the Village Board and discussed the bid, the engineer's estimate and all available information about the Village's ability to self-perform the work;

WHEREAS, the Village Public Works Department believes that the work can be performed by

the Village Department of Public Works for _____ (inclusive of materials), by purchasing materials directly and self-performing labor;

WHEREAS, the staff of the Village Department of Public work has the requisite experience and expertise to self-perform the work;

WHEREAS, WisDOT has been made aware of this option for performing the work and has expressed no opposition to the Village pursuing this option;

WHEREAS, the amount of the single bid received from Concrete Structures, Inc. was both excessive and against the best interests of the Village

NOW, THEREFORE, be it resolved by the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin upon a vote of _____, that:

1. The bid submitted by Concrete Structures is excessive and against the best interest of the Village of Pleasant Prairie, and accordingly is rejected.
2. The work is ordered to be done directly by the Village under the supervision of the Village Public Works Director, with the following requirements:
 - a. The Village Public Works Director is to present a full budget to the Board showing the cost of the work, including all purchases.
 - b. All purchases made in association with the project will be _____.

Adopted on a vote of ____ to ____ this 12th day of May 2014.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

Jane M. Romanowski
Village Clerk

John P. Steinbrink
President

Posted: _____