

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
August 15, 2011
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – July 18 and August 1, 2011
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. Unfinished Business - **continued from May 16, June 20 and July 18, 2011 meetings**
 - A. Consider Meadowdale Estates Addition #1 concrete paving project.
 - 1) Resolution #11-10- Final Resolution Authorizing Construction of Public Improvements and Levying Special Assessments against benefited property with the construction of a concrete paving project on 97th Street, 98th Street, Meadowdale Lane, 43rd Avenue and 96th Place in Meadowdale Estates Addition No. 1.
 - B. Consider Meadowdale Estates Addition #1 street and cul-de-sac landscaping project.
 - 1) Resolution #11-11 – Final Resolution Authorizing Construction of Public Improvements and Levying Special Assessments against benefited property with the construction of a street and cul-de-sac landscaping project on 97th Street, 98th Street, Meadowdale Lane, 43rd Avenue and 96th Place in Meadowdale Estates Addition No. 1.
8. New Business
 - A. Consider Resolution #11-28 of Congratulations to the Tuttle Family for 45 Years of Business in the Kenosha Area and to Kiddie Kare A'Kademie during the 20th Anniversary Celebration at their Pleasant Prairie Location.

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- B. Consider Ordinance #11-22 to create Section 348-8 D (11) of the Municipal Code relating to parking on 76th and 77th Streets between 88th Avenue and 104th Avenue right-of-ways.
 - C. Consider terminating the Collective Bargaining Agreement with Safety Dispatchers' Local 528 of the Labor Association of Wisconsin, Inc.
 - D. Consider Award of Contract for South Kenosha Area Storm Sewer Phase 2.
 - E. Consider Professional Construction Related Services Agreement for the South Kenosha Storm Sewer Phase 2.
 - F. Consider Agreement for Banking Services Proposals.
 - G. Consider Agreement for Purchasing Card Proposals.
 - H. Consider Ordinance #11-20 to amend Chapter 180 of the Municipal Code relating to ambulance service rates.
 - I. Consider Ordinance #11-21 to amend Chapter 180 of the Municipal Code relating to key box systems.
 - J. Consider Resolution #11-29 – Resolution Appointing Special Registration Deputies for the August 16, 2011 Recall Election.
 - K. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.)
 - 1) Approve Operator License applications on file.
 - 2) Approve Operator License renewal late applications.
9. Village Board Comments
10. Enter into Executive Session pursuant to Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employees over which the governmental body has jurisdiction or exercises responsibility particularly with respect to labor union negotiations.
11. Adjournment

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

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

**9915 39th Avenue
Pleasant Prairie, WI
July 18, 2011
6:00 p.m.**

A Regular Meeting of the Pleasant Prairie Village Board was held on Monday, July 18, 2011. Meeting called to order at 6:10 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz and Mike Serpe. Clyde Allen was excused. Also present were Mike Pollocoff, Village Administrator; Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Paul Guilbert, Jr., Fire & Rescue Chief and Vesna Savic, Deputy Village Clerk.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - JUNE 20, 2011**

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

YUHAS MOVED TO APPROVE THE MINUTES OF THE JUNE 20, 2011 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

- 5. PUBLIC HEARINGS - CONTINUED FROM MAY 16 AND JUNE 20, 2011 MEETINGS.**
 - A. Consider Meadowdale Estates Addition #1 concrete paving project.**
 - 1) Resolution #11-10- Final Resolution Authorizing Construction of Public Improvements and Levying Special Assessments against benefited property with the construction of a concrete paving project on 97th Street, 98th Street, Meadowdale Lane, 43rd Avenue and 96th Place in Meadowdale Estates Addition No. 1.**

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Mike Pollocoff:

Mr. President, we've previously met on this item, and we at that time held a public meeting which was continued until today's date in order to give the interested parties from VK Development owners the opportunity to be able to attend the meeting. They weren't able to make the public hearing at that time. So the main purpose of the continuation was to be able to give them the opportunity to comment on the proposed project tonight, and as well as anyone else that lives in that project area that's affected by the proposed assessments for the paving and the landscaping. Again, this is an open hearing if they want to comment as well. That being said, if you want to open up the hearing we can start.

John Steinbrink:

We'll open up the hearing for public comment or question. Did we have a sign up list? Please give us your name and address for the record.

Albert Solochek:

Good evening. My name is Albert Solochek. I'm an attorney that represents Foundations Bank which was the secured lender in regard to VK Development. Since the last meeting there has been a deed in lieu of foreclosure and special warranty deed transferring approximately 33 lots to Foundations Bank. With your permission I'd like to submit an affidavit.

John Steinbrink:

Okay, and if you can speak more into the microphone. We're having a little trouble picking it up.

Albert Solochek:

I apologize. Is this better? What I've submitted for the Board's consideration this evening is an affidavit from Glenn Stadler who is a Senior Vice President and Chief Lending Officer of Foundations Bank. As I say, Foundations Bank now has stepped in the shoes of the former developer and owner having received now title to the 33 lots. The concern and response and, quite frankly, objection that the bank has to this special assessment or the reopening of the special assessment, and I think you are more familiar than I am concerning what occurred here, the long and the short of it was that there was some reconstruction with asphalt and then a road was put in concrete which, as I understand it, the developer had not consented to.

But, nevertheless, that occurred and as a result of that prior to January of this year Mr. Stadler knowing the situation of VK Development at the time and that what have in fact occurred the transfer of the property to the bank was going to occur, contacted the Village to determine what were the outstanding obligations that were due and owing. And he was told and as referenced in his affidavit, that there was an amount of \$93,191.27 that was due which was all inclusive, including but not limited to all special assessments. With that understanding, the bank given the backdrop of what I just explained, made payment of that \$93,191.27.

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Lo and behold it is then, and to this day we're not quite sure what it is all for or why it has occurred or evolved this way, but then we are told that, no, that wasn't the extent of the special assessments but, in fact, there is now an additional \$42,662 that now appears as some additional special assessment relating to the street and the pavement of the streets. Basically my client is saying in the first place it may ought to not have been done the way it was done, but you can't go backwards, so that's spilt milk so to speak. But then when it comes and asks the Village what are all of the expenses, it is told all of the expenses, and in reliance on that it pays all the expenses. We believe that it is only fair that this assessment not be charged because it's now the owner of the 33 lots, and it will have to absorb that assessment.

We don't believe it's fair. Legally we don't think that that would be appropriate because of the theory of accordant satisfaction, that being when one is told what do you owe and you paid what you owed. That should be the end of it, and also the reliance or the promissory estoppel reliance argument as well. So we would respectfully submit if there was a mistake, if there was an oversight, whatever the rationale was for this, we believe it's only appropriate that what the bank was told, what the bank acted upon and what the bank relied upon should stay as the status quo, and this additional assessment should not be charged. I'll wait when you call the question about the tree assessment. I think you're taking those separately. So that's basically what I would have to say on the street. I can welcome any questions or comments.

John Steinbrink:

Alright, thank you.

Albert Solochek:

Thank you for the opportunity.

John Steinbrink:

Anyone else wishing to speak on this item for the public hearing. Do you want that entered into the record, Mike, what he submitted?

Mike Pollocoff:

Yes.

John Steinbrink:

Do we need a motion for that or we just submit it?

Mike Pollocoff:

Yeah, let's get a motion to include this into the record of the hearing.

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Michael Serpe:

I'd make that motion.

Steve Kumorkiewicz:

I second that.

John Steinbrink:

It's the paper he submitted to us, the affidavit. We have a motion by Mike—

Michael Serpe:

Yes.

John Steinbrink:

—second by Steve.

Steve Kumorkiewicz:

Yes.

Michael Serpe:

We have citizens.

John Steinbrink:

We'll get to you in one second.

SERPE MOVED TO ENTER THE AFFIDAVIT SUBMITTED BY ALBERT SOLOCHEK, ATTORNEY REPRESENTING FOUNDATIONS BANK IN REGARD TO VK DEVELOPMENT, INTO THE RECORD; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

John Steinbrink:

It's submitted. Yes, sir, would you care to speak? We need your name and address for the record.

Gary Epping:

Gary Epping, Lot 104, Meadowdale Addition 1. We didn't come here tonight to talk about this issue, but I guess my question is we ended up paying the assessment for that additional concrete

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work in a bill that we received this year from the Village. I'm trying to gather what's been paid or what's been agreed to at this point in regard to the concrete. Is that still an open issue I guess is my question.

John Steinbrink:

Okay, I think the Administrator could—Mike, do you want to address that now or wait?

Mike Pollocoff:

The assessment notice that you received last year prior to the property taxes, did you pay it off in full or did you—

Gary Epping:

Yeah, we paid it off in full this year.

Mike Pollocoff:

That would be based on the previous special assessment that was levied. So that part of the assessment has been satisfied. This truing up of the assessment would be again mailed out to you this fall, and then that would show up on—you have the choice to pay it before the end of October with no interest or you if you wanted to put it on the tax bill.

Gary Epping:

I'm sorry, my wife and I are a little bit confused about this whole thing. But is there more assessment in regard to the street forthcoming?

Mike Pollocoff:

Right, that's what this—the additional assessment is what's related to the hearing that we're having tonight—

Mike Spence:

\$907.

Gary Epping:

No, the landscaping part, yes.

Mike Pollocoff:

That's the next hearing.

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Gary Epping:

That's at the next hearing?

Mike Pollocoff:

Yeah.

Gary Epping:

That's what we really originally came for, but when this gentleman from Foundations came up and explained up that they had paid some money toward the road work improvement or—

Mike Pollocoff:

The same just like you did. Foundations as I understand his presentation Foundations Bank made a payment based on the assessment schedule that was in place in total, and you did the same thing and then the Village has determined that there was additional costs that weren't satisfied.

Gary Epping:

May I ask when that assessment payment was made because—it would have been recently then?

Mike Pollocoff:

We don't have those records up here.

Gary Epping:

The question obviously was—because we didn't buy our lot until late June of last year.

Mike Pollocoff:

Alright. Well, the assessment notice went out in the fall, and payments need to be paid by the end of October I believe. So I'm not sure when they made their payment. I don't have that record in front of me.

(Inaudible)

John Steinbrink:

You need to come forward and just use the microphone.

Albert Solochek:

The record that I have would be showing payment on January 18th of this year.

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Gary Epping:

Okay, that clarifies it for my wife and me. Thank you very much.

John Steinbrink:

Anyone else wishing to speak? If not, I'll close the public hearing and open it up to Board comment or question. Mike?

Michael Serpe:

Mike, explain to us how the process worked that we sent out the notice of payment which in Foundations' case was \$92,000 and some, and then the additional one. Bring us up to date on how that—

Mike Pollocoff:

When you go through a special assessment, and we had had bids on the project to complete it, and that was the basis of our original assessment and there were a number of factors that took part of that. The most significant part was how much is it going to cost to construct a concrete road, take out what asphalt is there, make curb repairs, things like that. And then the second part of it is part of this project involves the original asphalt section that was from the first phase of the Meadowdale Assessment. The Village had an agreement with VK. He was going to pay for whatever work was necessary to get the road in condition so that it could have its final course of payment and the Village had determined that given the state of construction on that development that concrete was necessary, that putting another course of asphalt even if we had taken the old asphalt out would result in the same product.

Subsequently, VK didn't live up to the agreement. I think the agreement still rests with the property that Foundations has acquired or the lots that they've acquired and then there was probably some additional work that took place as well on the project. Statutes provide the opportunity for the Village—we have to do one of two things when a project is done. If the project comes in under assessed value or under the assessment, then we have to reduce the assessments by the amount that the project saved and that's virtually what happens almost all the time. The project comes in—we estimate them and we build in contingencies to it, and we rarely exceed the total project cost. So the people never pay more than what the actual costs are. So if the actual costs are less, their assessment is reduced.

In this case the project came in over so to bring the project whole and not have the Village taxpayers pay for the paving in that subdivision then we reopen the special assessment, assess the additional costs that are a part of the project and that's where we are in this. Mike, you have the other expenses that were—were there any other expenses associated with that other than the—

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Mike Spence:

It was pretty much some extra costs that were incurred actually during the construction of the road. There was additional curb repair. There was just the number of items that added up. So then when we chewed up the numbers after the project, as Mike said, it was more than what was originally estimated.

Michael Serpe:

One more question. Had VK still owned Meadowdale Estates and the economy turned to what it is today and they were still operating, they would have been responsible for all the repairs and the corrections that road needed because of deterioration and it didn't build out, but it deteriorated so it had to be replaced.

Mike Pollocoff:

Right. But they don't exist. They didn't exist functionally at that point. That letter of credit was gone. They weren't able to meet the requirements of the letter of credit they had.

Michael Serpe:

And all of this is in writing in agreements with VK.

Mike Pollocoff:

Right.

Michael Serpe:

And Foundations accepted all those agreements and took over the ownership of the remaining lots?

Mike Pollocoff:

Right. My recommendation is I disagree with parts of counsel for Foundations comments. But I think what I would recommend we do is forward that affidavit to the Village Attorney, have him comment on it, and then table the final resolution 11-10, the special assessment to authorize this until our next meeting. Provide opportunity to review the affidavit of counsel and comment and provide a written opinion back to the Board and then go from there.

Michael Serpe:

I think it's a good idea and I'd make that motion.

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Steve Kumorkiewicz:

I'll second it.

John Steinbrink:

Motion by Mike, second by Steve. So we're not going to close the public hearing—

Mike Pollocoff:

No, we'll close it and table the resolution that levies the assessment.

John Steinbrink:

But we need to close the public hearing before we entertain the motion.

Mike Pollocoff:

Right.

John Steinbrink:

Further comment or question? Yes, you need the microphone and give us your name and address for the record.

Albert Solochek:

Albert Solochek representing Foundations Bank. On this procedure will we receive a copy of the comment from the Village Attorney and have an opportunity to at least respond?

Mike Pollocoff:

Oh, yes, I'd like to get that done before the next meeting so you guys can hash it out among yourselves.

Albert Solochek:

That would be appreciated. Thank you.

John Steinbrink:

If there are no further comments or questions I will close the public hearing and open it up to—

Michael Serpe:

John, I would make a motion to table this Resolution 11-10 until the next—

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Mike Pollocoff:

The first meeting in August.

Mike Pollocoff:

Until the first meeting in August with the understanding that we will send the correspondence that was delivered to us from Foundations to our attorney for evaluation and come back at that time.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Further comment or question?

SERPE MOVED TO TABLE CONSIDERATION OF RESOLUTION #11-10- FINAL RESOLUTION AUTHORIZING CONSTRUCTION OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY WITH THE CONSTRUCTION OF A CONCRETE PAVING PROJECT ON 97TH STREET, 98TH STREET, MEADOWDALE LANE, 43RD AVENUE AND 96TH PLACE IN MEADOWDALE ESTATES ADDITION NO. 1. TO ALLOW THE VILLAGE ATTORNEY TO REVIEW THE AFFIDAVIT SUBMITTED BY FOUNDATIONS BANK; SECONDED BY KUMORKIEWICZ; MOTION CARRIE 4-0.

B. Consider Meadowdale Estates Addition #1 street and cul-de-sac landscaping project.

1) Resolution #11-11 - Final Resolution Authorizing Construction of Public Improvements and Levying Special Assessments against benefited property with the construction of a street and cul-de-sac landscaping project on 97th Street, 98th Street, Meadowdale Lane, 43rd Avenue and 96th Place in Meadowdale Estates Addition No. 1.

Mike Pollocoff:

Mr. President, this item is the same as the previous item. We opened up the public hearing and counsel for the Bank requested the opportunity to be able to partake in the hearing and present information and was not able to be here until tonight. This resolution just shortly was, again, there was no money left by the developer to complete the landscaping that was required. We put together a schedule that levies the assessment for that to take place where it hasn't happened on cul-de-sac islands, but the phase the other landscaping in as they sell lots and we have a known buyer there that's able to take care of the landscaping and maintain it rather than putting all the street trees in with vacant lots and then have people working around and having their construction work around the trees. So this is a little bit different than the other one in the sense how it's being

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implemented but that's where we are. With that information on that I'd recommend we open up the hearing for this resolution.

John Steinbrink:

Okay, with that I will open the public hearing. We have a list of speakers.

John Steinbrink:

And once again we need your name and address for the record.

Albert Solochek:

Yes, Albert Solochek, 324 East Wisconsin Avenue, Milwaukee, Wisconsin. I would agree with Mr. Pollocoff that there is a little differentiation on this situation. However, I think my comments are applicable as is the affidavit that was submitted your Board concerning what had occurred and, again, this position that when the Bank contacted the Village it was told this is the final and complete amount without any further assessments that were going to be due. With respect of the Board I would appreciate if you would take the same procedure that you adopted for 11-10 and have that submitted to your Village Attorney, have him comment, let us have the opportunity to comment, and that may be at least the best way to resolve these, because I think these do go hand in hand. So my comments would be the same, the affidavit would be the same, but I believe that the process that Mr. Pollocoff suggested would be quite applicable and would work well for this 11-11 as well. Thank you.

John Steinbrink:

Alright, thank you. Anyone else wishing to speak on this item?

Gary Epping:

Thank you. Gary Epping, Lot 104, Addition 1, Meadowdale. When myself and another gentleman that lives on our street, we plan to live there, we talked about this, and we suggested that in terms of the foreclosure and how Foundations would meet the obligations of the original intent of the subdivision which is where this case differentiates from the upgrades that were made in regard to the concrete. There was some thought that it would be discussed with the Village attorney at that point, and in build up to this resolution review there was nothing mentioned about that. Has that been considered at this point?

Mike Pollocoff:

The aspect of going after the developer for breaching their-

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Gary Epping:

Well, in terms of from a foreclosure standpoint that the Bank must consider all of the tenants of what was originally established in this subdivision and make good on those as part of the foreclosure procedure.

Mike Pollocoff:

I think what's different now versus when we had our last hearing was at that point the developer was still in place.

Gary Epping:

Correct.

Mike Pollocoff:

And in visiting with counsel the developer had nothing left to go after. We probably would have spent more in legal fees to get something out of an entity that didn't exist. Now, that may not be the case. The Bank in taking the place of VK may be the ones we go after. It's a sorry story that nobody is happy with, but I'd have to ask counsel what the chances are proceeding in an action against the Bank if they don't proceed with the development requirements. That is different from when we met last time.

Gary Epping:

I think there's a differentiation between this situation and the first one which was an upgrade beyond what was originally intended, and I think an upgrade that was a good upgrade. But here this is something that we expected as part of our purchase and was in place as a part of our purchase. So the issue is will that be honored by legal means in the foreclosure between the developer and the Bank?

Mike Pollocoff:

I think that's an appropriate question to bring before Village counsel. As long as they're going to be looking at the Bank's concept on this, we'll ask the question since the nature of ownership has changed since our last hearing. I'll get that back to you before we meet again. My recommendation is that this resolution be tabled until our next August meeting and acted on at that point.

Gary Epping:

Okay, that sounds reasonable to me.

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John Steinbrink:

Thank you. Is anyone else wishing to speak? If not, I will close the public hearing and open it up to Board comment or question.

Michael Serpe:

John, I would make a motion that we send Resolution 11-11 to Village counsel for his evaluation and hear this at the August meeting.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica. Further comment or discussion on this motion? favor?

SERPE MOVED TO TABLE CONSIDERATION OF RESOLUTION #11-11 - FINAL RESOLUTION AUTHORIZING CONSTRUCTION OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY WITH THE CONSTRUCTION OF A STREET AND CUL-DE-SAC LANDSCAPING PROJECT ON 97TH STREET, 98TH STREET, MEADOWDALE LANE, 43RD AVENUE AND 96TH PLACE IN MEADOWDALE ESTATES ADDITION NO. 1 TO ALLOW FOR A REVIEW BY THE VILLAGE ATTORNEY OF THE AFFIDAVIT SUBMITTED BY FOUNDATIONS BANK; SECONDED BY YUHAS; MOTION CARRIED 4-0.

6. CITIZEN COMMENTS

Brian Barclay:

Good evening. Brian Barclay, 11128 61st Avenue. I just wanted to get some update on the water drainage situation in our neighborhood. Last time we talked about the subject there was a DNA report indicating that there might have been some changes in the land to the east of us and there was going to be some investigation done by the Village to look into it further. We haven't heard any more word so I'm interested to find out what the outcome of that was, if there's a report available for review and what the next steps were. Thank you.

John Steinbrink:

Thank you.

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Mark Wistor:

Good evening, Mark Wistor, 11203 61st Avenue, and I just agree with Mr. Barclay and I'm here to find out what the result of that report was also. Thank you.

John Steinbrink:

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

7. ADMINISTRATOR'S REPORT

Mike Pollocoff:

Mr. President, a couple citizens just commented under citizens' comments, and Mike if you want to give everybody an update of where we are on that project?

Mike Spence:

Relative to the DNR or the full project?

Mike Pollocoff:

Both.

Mike Spence:

Both, sure, certainly. Relative to your question regarding the information that we had received from the DNR we did have our consultant go out there and do some surveying. He also talked to I believe a number of the property owners. At that point he was unable, or this firm was unable to determine if there had been any significant filling in a wetland area. According to the natural drainage there was a lot of flow that does flow to the southeast. I guess what I would like to suggest relative to that is I'm going to speak a little further with our consultant about that particular issue, and then also get with community development in terms of responding to the DNR on their comments. And as part of our response to the DNR comments we'll respond to that as well.

Relative to the overall project, we did do some preliminary engineering, and later on in the agenda this evening there is an item for Board approval to do detailed engineering construction documents to actually put together storm water management modifications to 61st Avenue. So that's a little bit further on in the agenda.

Mike Pollocoff:

I think the key thing to take away from what Mike said is that we got the DNR on one side saying there's filling, the survey work isn't that conclusive and we've got to get those two issues squared

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away. Even still once we come up with a solution which way that is, if it's not significant or is significant we think that the best long-term answer is not to just take that fill out and then let whatever drainage water is sitting in that lower area. The best thing that's going to take care of everybody's problems is come up with a plan that's as cost effective as possible to convey that storm water out of there and get it away from the developed areas into an approved drainageway. I think that's really the end goal is where we want to be.

Mike Spence:

And just to add on that one of the things that we're looking to do is basically take the water to the south and then to the southeast. So regardless of what's happening on that property to the east, we're trying to get the water away from the residences and away from the road there. That's the path that we're taking. We can still look at that other issue as a side issue a well. But the main thing now is we're confident that we're going in the direction to actually solve the storm water issue.

Mike Pollocoff:

The other thing, Mr. President, under my comments, we suffered through one really significant storm and one that was not quite as bad. Most of the storm damage was fairly well limited - the intense storm damage was between Lakeshore Drive or the shoreline into 32nd. Some areas west we had some tree damage, but the heaviest was concentrated in that area. We've put a notice out to residents saying that we're going to be budgeting for four weeks to get this picked up and that doesn't always mean that we're just going to not visit anybody's site for four weeks, but this is a large problem. Some people are doing all they can to get their branches and debris out to the street and they won't get it on the first trip. So we'll be back again to pick up whatever comes out that they couldn't get out the first time.

We have the crews that we have available to do it, and we've also brought on a contractor to do it. John tells me it's 16 employees with trucks. We have five chippers working on grinding all this stuff up. We're going to get going on it as fast as we can. But if you think about it, if you watch a chipper pull up to a site and they're feeding the branches into it, it's not a real whiz bang fast operation. It takes a while to do it. And then after we get the branches out—I mean the roadways were cleared, in fact I think public works did a pretty good job of getting the roadways opened up right away coordinating with the gas and electric utilities. Not with a chipper, but we'll have another truck come by and get the heavier logs and sections of trees that we have. We're getting a piece of equipment with an attachment that's going to basically grapple these things so we don't have guys picking them up and hoisting them into a dump truck. That's going to be problematic.

We've expanded the hours at the Prange for people to drop off branches if they've got branches they feel that they can move by themselves and get them there without waiting on us, that's fine, they can be there, but we're going to work through this. We're going to be applying for disaster assistance. Given the subsequent storm that happened in Illinois, I think we're going to meet the test for total damage. Right after that we had a storm come in from the other direction and we caught some trees on the other side of the Village. It wasn't as bad as the first storm. I really appreciate the citizens' patience with this. They've been working with us trying to get to

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everybody and get everything picked up as we can. We'll get this thing picked up and behind us before the next big rain or whatever is in store for us. Those are my comments tonight.

8. NEW BUSINESS

Monica Yuhas:

Mr. President, I was just going to ask that Item I be moved to the beginning of the agenda.

John Steinbrink:

Motion by Monica to move Item I to the head of the schedule here.

Steve Kumorkiewicz:

Second.

YUHAS MOVED TO CONSIDER NEW BUSINESS ITEM I; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

I. Consider Engineering Services Contract for the Piche Stormwater Project located in the vicinity of 111th Street and 61st Avenue.

Mike Spence:

Mr. President and members of the Board, the item that you have before you is really the next step in the process to formulate a storm water plan for the Piche Subdivision. As I indicated previously, we had R.A. Smith do some preliminary engineering and some surveying. The item before you tonight is actually to hire them to do the actual engineering plans, construction plans and specifications. The figure on the Board there is actually the area where we'd be doing drainage improvements. The anticipated project is a combination of culverts and swales similar to what we did in Carol Beach Unit 2. We believe this, as I had indicated, we'll be able to drain the water to the south and then ultimately to the southeast.

The agreement before you tonight is to hire R.A. Smith to work with us to put together the final plans and specifications at which point then the decision can be made to proceed further with the construction of the project. So I'm recommending that this contract with R.A. Smith be approved tonight and we move forward with the final design of this project.

Monica Yuhas:

Mike, on this project I don't see a--after everything is done I'd like to see a neighborhood meeting where residents can come to the Village Hall like we've done in other storm water projects so they can talk with the engineers and have their questions answered. Even though that's not listed, is that something that can be done?

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Mike Spence:

Yes, we can accommodate that and depending on where we are with the budget we might be able to even do it within the budget or there might be a slight increase. Certainly that can be accommodated.

Monica Yuhas:

Okay, with that I'd like to move for approval to award the contract for engineering services.

Michael Serpe:

Second.

John Steinbrink:

Motion by Monica, second by Mike. Further discussion on this item?

YUHAS MOVED TO APPROVE AN ENGINEERING SERVICES CONTRACT TO R.A. SMITH FOR THE PICHE STORMWATER PROJECT LOCATED IN THE VICINITY OF 111TH STREET AND 61ST AVENUE AS PRESENTED; SECONDED BY SERPE; MOTION CARRIED 4-0.

John Steinbrink:

Brian, did you have a question on this item? I've closed all the hearings but we'll--

Brian Barclay:

Brian Barclay, 11128 61st Avenue. I just wanted to respond to Mike's comments. I appreciate that the storm removal proposal might be the optimum way to remove the water from the area, but I don't know that it's appropriate to decouple it from the other item of discussion which was the changes in that land to the east of us. Because at some point there will be an assessment made, and I believe that that's where it becomes relevant again as to whether or not there were changes there. Because, if we dismiss that or decouple it, that assessments going to fall on the rest of the citizens of the neighborhood as opposed to potentially an individual or individuals who have made changes and diverted the runoff water into our area.

Because as the record shows from earlier meetings this is a new occurrence over the last four years. As residents that have lived in the neighborhood for some time through large rainfalls, never experienced the problems that we've experienced in 2007. So that was my comment. I just didn't want us to completely decouple the two items. I don't necessarily think it's all the Board's responsibility to follow up on whether changes have been made or not to that area, but I wanted the record to show that it should remain coupled for now.

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John Steinbrink:

And I think it was stated the fact finding part is not concluded yet, is that correct, Mike?

Mike Spence:

That's correct. We have an opportunity now because this is the same consultant that we worked with previously, and we'll, again hearing your concerns, go back and take a look at that and really evaluate whether or not there's cause to prove that there was some drainage modifications made that weren't approved by the Village.

Brian Barclay:

Thank you. I'm grateful for your consideration.

John Steinbrink:

Alright, thank you.

- A. Receive Plan Commission recommendation and consider Ordinance #11-18 and Ordinance #11-19 to amend two (2) existing Planned Unit Development (PUD) Ordinances for Prime Outlets to reflect the name change of the Outlet Mall to Pleasant Prairie Premium Outlets and to make minor changes related to Temporary Tenant Signs and vending machines.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request for zoning text amendments, Ordinance 11-18 and 11-19. It's the request of Prime Outlets of Pleasant Prairie. What they are requesting to do is to modify two of the existing planned unit development ordinances that they have currently for the Pleasant Prairie Outlet Center.

Specifically, the first ordinance was Ordinance 02-71. It was amended on September 18, 2006 as 06-43. This ordinance relates to sign regulations for the development of Prime Outlets at that time. Prime Outlets at Pleasant Prairie is specifically now, actually last summer or last fall was purchased and it's known as Pleasant Prairie Premium Outlets. And what they were looking to do last fall is on a temporary basis they started modifying some of their signs out at the center, and they did that with the zoning administrator's approval. And what they've done now is they've kind of updated all of the documents related to their planned unit development with respect to their logo and their colors, and they'd like to modify all their signs, their primary and secondary monument signs and all the other signs out at the center to reflect their new look, their new logo and the new owner and the new name as Pleasant Prairie Premium Outlets.

The other changes that they have out there relate to the temporary signage that they placed on the outlet stores. In some cases there are tenant spaces that are there for less than a year, less than 60 or 90 days, and so we were looking for a more economical but yet nice looking way to put up

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signage on the wall of the buildings. And so what we've done with the second PUD we've outlined a number of different ways, two or three different ways, that they can put the lettering and the signage on the building. Even though it's temporary it's not going to be very expensive especially since it's a short-term tenant stay.

One of the last things that they had requested as part of a modification to the PUD was to increase the number of vending machines out at the center because it was something that had been requested that additional vending machines be placed in each of the additional phases. And we set forth specific restrictions as to where they can be placed in the center, that they can't block pedestrian walkways, they can't be in the parking lots and so on and so forth. So we set forth some restrictions as to where they can be, and the zoning administrator would approve their specific location when and if they decided to put some additional machines out at the center.

So with that, they are looking for approval of the planned unit development Ordinances #11-18 and 11-19. Again, not major changes, but we just wanted to make sure that the name changes and the signage and the colors and everything with respect to the new ownership are brought up to speed with respect to what they're looking to do to improve the look of the center. The other thing I'd like to add is that as part of their imaging of the new center they are looking also to do some significant painting in phases I through IV which will again bring forth the same colors and the feel that was constructed initially with phase V. Staff recommends approval. The Village Plan Commission held a public hearing on both of these PUDs and they recommended approval as presented.

Michael Serpe:

Do you need individual motions or can they be taken together?

Jean Werbie-Harris:

Separate action would be good.

Michael Serpe:

Move approval of 11-18.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica of adoption of Ordinance 11-18. Further discussion?

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SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #11-18 TO AMEND CHAPTER 420 ATTACHMENT 3 APPENDIX C SPECIFIC DEVELOPMENT PLANS 2, RELATING TO CHAPTER 420-137 FOR PRIME OUTLETS; SECONDED BY YUHAS; MOTION CARRIED 4-0.

Michael Serpe:

Move approval of Ordinance 11-19.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of Ordinance 11-19. Further discussion on this item?

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #11-19 TO AMEND CHAPTER 420 ATTACHMENT 3 APPENDIX C SPECIFIC DEVELOPMENT PLANS 13, RELATING TO CHAPTER 420-137 FOR PRIME OUTLETS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

- B. Receive Plan Commission recommendation and consider Ordinance #11-20 to rezone approximately six (6) acres of the property located at 5900 93rd Street from the A-2, General Agricultural District to R-4 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District.**

Jean Werbie-Harris:

Mr. President and members of the Board, the petitioners own two adjacent properties located just north of 93rd Street. It's approximately at the 5900 block. They own six acres of land. What they are requesting to do is a lot line adjustment which is what they're processing right now, but also as part of that is to modify the zoning in order for the lots to be created. There's approximately six acres will be one of the parcels, 21 acres will be the other parcel. The six acre parcel would need to be rezoned from the A-2, General Agricultural District, and that would then go to the R-4, Urban Landholding Overlay District. The balance of the land, which would be approximately 21 acres, that would remain in the A-2, General Agricultural District. The R-4 District requires that lots be a minimum of 15,000 square feet with 90 feet of road frontage, and the A-2 District does require that there be 200 feet of road frontage and ten acres.

As you can see on the zoning map you can where the land that's cross-hatched is identified where the land would be put into the R-4 designation, and the balance of the property would be put into the A-2 designation. This is a matter that was before the Village Plan Commission at their last meeting, and the Village staff and the Plan Commission recommend approval.

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One of the things I'd just like to note on the very north end of the property there is a small area that's zoned C-1. There's been no recent wetland delineation, so that delineation and that designation will remain as the C-1, Lowland Resource Conservancy District, because of the wetlands. I'd like to also add that farming or agricultural uses including livestock would not be allowed on the six acre parcel that was created, but the remaining 21 acres would be allowed to have livestock and conduct agricultural activities.

Steve Kumorkiewicz:

I make a motion to approve the zoning map amendment.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Steve, second by Monica. Further discussion on this item?

Michael Serpe:

Just a question. Jean, I don't disagree with the livestock, but doesn't that qualify by more than five acres?

Jean Werbie-Harris:

I'm sorry?

Michael Serpe:

On the six acre parcel doesn't that qualify.

Jean Werbie-Harris:

If they wanted to place it into the A-3 which is that General--there's an A-3 district which has like a general agricultural hobby farm-type designation, but she does not have enough road frontage in order to qualify for that classification.

John Steinbrink:

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

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KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #11-20 TO REZONE APPROXIMATELY SIX (6) ACRES OF THE PROPERTY LOCATED AT 5900 93RD STREET FROM THE A-2, GENERAL AGRICULTURAL DISTRICT TO R-4 (UHO), URBAN SINGLE FAMILY RESIDENTIAL DISTRICT WITH AN URBAN LANDHOLDING OVERLAY DISTRICT; SECONDED BY YUHAS; MOTION CARRIED 4-0.

- C. Receive Plan Commission recommendation and consider a Certified Survey Map to subdivide the property located at the southwest corner of 95th Street and Green Bay Road into two (2) parcels.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is the request of Chad Navis, agent for Towne Lakeview, LLC. He's the owner of the property at the southwest corner of 95th Street and Highway 31 or Green Bay Road. They're requesting a certified survey map to subdivide their property into two parcels, a Lot 1 which would be at the north end and Lot 2 at the southern end. The property is bounded by Highway 31 on the east, 72nd Avenue on the west, 95th Street on the north and 99th Street on the south. This is also a project that went before the Village Plan Commission at their last meeting, and there is, in fact, a site and operational plan that was approved for Lot 1 for an approximate 60,000 square foot speculative building for the Towne Investment Group.

Specifically, Lot 1 is proposed to be 4.95 acres with significant frontage on three streets, and Lot 2 is 11.15 acres, again, with frontage on three streets or abutting three streets. Neither of the lots will have direct access to Highway 31. Access will be from 99th Street, 72nd Avenue, and one emergency access driveway will be permitted from Lot 1 to 95th Street.

This certified survey map actually has quite a few easements that were placed on the document, a dedicated 30 foot sanitary sewer and water main easement, a 15 foot storm sewer easement, a dedicated permanent limited drainage facility easement, a dedicated 20 foot general utility easement, and dedicated vision triangle easement. And all of that language is reflected on the certified survey map, not only restrictive covenants but the dedication and easement provisions.

The Village staff and the Plan Commission recommended approval subject to all the comments and conditions as outlined in the staff memorandum for the creation of this parcel. Again, at this time they're looking forward to move forward with construction on Lot 1. On Lot 2 at this time there will be some temporary topsoil stockpiled on that site, and they're going to be doing some grading that might come up to Lot 2 and just cross into Lot 2, but they're not looking to pursue any development immediately on Lot 2.

Steve Kumorkiewicz:

So moved.

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Monica Yuhas:

Second.

John Steinbrink:

Motion by Steve, second by Monica. Further discussion?

Steve Kumorkiewicz:

It was well discussed in the Plan Commission meeting last week.

John Steinbrink:

Chad, I notice some water on the one site. Will there be ducks on there for . . . or is that just—

(Inaudible)

John Steinbrink:

We have a motion and a second and no further discussion.

KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP TO SUBDIVIDE THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF 95TH STREET AND GREEN BAY ROAD INTO TWO (2) PARCELS; SECONDED BY YUHAS; MOTION CARRIED 4-0.

D. Consider an amendment to the Chiwaukee Prairie Land Management Agreement between The Nature Conservancy and the Village originally approved on April 18, 2011 for land south of 116th Street within the Chiwaukee Prairie.

Jean Werbie-Harris:

Mr. President and members of the Board, you are correct, there is a five year agreement that was approved by the Village Board back in April of this year. It was an agreement that allowed The Nature Conservancy of Wisconsin, which is a nonprofit organization dedicated to preservation, protection and restoration of natural areas and ecological systems down in the Chiwaukee Prairie, to go ahead and maintain those areas of the Chiwaukee Prairie that were owned and are owned by the Village of Pleasant Prairie.

That agreement was signed, and once it was forwarded back up to the attorneys and other people at The Nature Conservancy, they realized that there was a slight discrepancy or misunderstanding, and that was that the legal description did not technically include the Village's unimproved roadways south of 116th Street, which are identified in red on your slide as well as on the overhead screen, which do not have any public improvements constructed in them, so they would like to continue because they have never been constructed to manage those area as well.

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So the revised legal description identifies the distinct parcels but also refers to and references all of the Village unimproved road right of ways which they would like to maintain. So Exhibit A is being amended for that purpose. The staff recommends approval of their request to include these areas as it was intended, but now it's more clear as part of the agreement.

Michael Serpe:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

SERPE MOVED TO APPROVE AN AMENDMENT TO THE CHIWAUKEE PRAIRIE LAND MANAGEMENT AGREEMENT BETWEEN THE NATURE CONSERVANCY AND THE VILLAGE ORIGINALLY APPROVED ON APRIL 18, 2011 FOR LAND SOUTH OF 116TH STREET WITHIN THE CHIWAUKEE PRAIRIE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

E. Consider Resolution #11-21 to initiate an amendment to the Village of Pleasant Prairie 2035 Comprehensive Plan and the Village Zoning Ordinance related to the updated Kenosha County Farmland Preservation Plan and the Agricultural Preservation zoning requirements.

Jean Werbie-Harris:

Mr. President and members of the Board, this is a resolution 11-21 to initiate some amendments to the Village's Comprehensive Plan as well as the Village ordinance. Over the past year or year and a half I have been working as the Village's representative on a technical advisory committee working on the Farmland Preservation Plan for Kenosha County. Even though the Village only has one parcel actually participating or identified for participation, the entire County needs to be a participant in the plan whether to say that there are parcels that are going to be included in participation of the preservation plan or not included.

I will go into significant detail with the Plan Commission and the Board when I present the full Farmland Preservation Plan to you in the next month, because we are just finalizing the draft at this time. But basically as part of the Wisconsin Working Lands Initiative as part of the 2009-2011 State budget, the Wisconsin Farmland Preservation Program was significantly rewritten, and some of the provisions and regulations were changed. And so for that reason and the fact that our existing plan was done back in the 1980s by Kenosha County, that we needed to have our plan updated before the end of this calendar year in order for the townships and villages

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throughout Kenosha County to be eligible to participate if they choose to participate in the program.

The purpose of this resolution then is to introduce the process by which we can initiate a comprehensive plan change for the farmland plan as well as make any modifications and evaluations of our zoning ordinance as part of the A-1 District and the APO District which are the two districts for zoning purposes that we recognize for agricultural preservation in Pleasant Prairie. So with that, I'd like to have the Village Board approve this resolution to initiate the process.

Steve Kumorkiewicz:

I make a motion to approve Resolution 11-21.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Steve, second by Monica. Further question or comment on this item? I think sometimes there were more questions than answers when we started looking at this and there probably still are.

Jean Werbie-Harris:

There are. In fact, one of the changes just came down I think basically this week, I just got a confirmation that Rocco had received that there was a fee that was charged. It's a conversion fee whenever land was rezoned out of the Agricultural District, and that conversion fee or that development fee that was imposed a couple of years ago has now just been eliminated. It was a penalty or a fee that was charged when you converted land and agricultural zoning status to some type of development status. So things are still constantly changing with respect to some of the rules and regulations regarding the working lands initiative. But the problem is that we do have a deadline to have the plan completed, and it has to be approved by each of the local communities and it has to go through the County Board and their process before the end of the year. So we are trying to work through all of those issues, and we hope to get through at least all of our issues in the next 30 days.

Steve Kumorkiewicz:

I have quick question, John. Jean, that fee used to go to the State, correct?

Jean Werbie-Harris:

Correct.

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Steve Kumorkiewicz:

Okay.

John Steinbrink:

We have a motion and a second. No further question or comment?

KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #11-21 TO INITIATE AN AMENDMENT TO THE VILLAGE OF PLEASANT PRAIRIE 2035 COMPREHENSIVE PLAN AND THE VILLAGE ZONING ORDINANCE RELATED TO THE UPDATED KENOSHA COUNTY FARMLAND PRESERVATION PLAN AND THE AGRICULTURAL PRESERVATION ZONING REQUIREMENTS; SECONDED BY YUHAS; MOTION CARRIED 4-0.

F. Consider Resolution #11-22 to initiate the discontinuance of a portion of 103rd Street between 8th and 11th Avenues at the request of the Wisconsin Department of Natural Resources.

Jean Werbie-Harris:

Mr. President, this is a project also that we initiated with the Wisconsin DNR last fall. We ran into some complications as we were running through the process, and now they're starting the process over with us. It's Resolution 11-22 for the discontinuance of a portion of 103rd Street. This is between 8th and 11th Avenues down in Chiwaukee Prairie.

The Wisconsin DNR, as you know, had been acquiring some land in this area over the last several years. They now have acquired all of the properties abutting to 103rd Street with the exception of a couple of lots right at the very far east end at 8th Avenue. And there was some concern as to whether or not they could place a T-turnaround or if they had to place a cul-de-sac or what type of turnaround needed to be provided at the end of 103rd Street in order for the Village to support the discontinuance. And the staff of the engineering department and public works has been working with Marty Johnson, and so I think that we have now been able to work through the process with respect to a permanent cul-de-sac turnaround that's going to be constructed at the east end of 103rd Street by the Wisconsin DNR.

So we're initiating the process to discontinue, again, that portion of 103rd Street just east of 11th Avenue as you can see as noted by the red line and arrow. That's the area where the street is going to be vacated and removed by the Wisconsin DNR. We did have some issues because there are some State endangered species in the area, so we had to move the cul-de-sac a couple of times. But we finally have a location which we will be presenting at the public hearing for this discontinuance. The staff recommends approval of Resolution 11-22, again, to initiate the discontinuance of a portion of 103rd Street between 8th and 11th Avenue.

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Michael Serpe:

I've got a question. Jean, the lots to the right of the arrow they're not owned by the DNR?

Jean Werbie-Harris:

Actually, the two that are—this lot is not owned, this lot is not owned and this lot is not owned. But the situation is we need to put in a temporary or I should say a cul-de-sac without a center landscaping island right here. And because of that we're going to encroach into the lots in this area. So we're not actually vacating that portion of the street because there's going to be a cul-de-sac at that location. So they would have liked to bring it all the way to 8th Avenue but they did not own these two or that third lot.

Michael Serpe:

And the cul-de-sac is going to be on whose property?

Jean Werbie-Harris:

It's going to be in the Village's right of way, and then it's going to encroach on two lots owned by the DNR here and two lots owned by the DNR right there.

Steve Kumorkiewicz:

How wide is it over there?

Jean Werbie-Harris:

How wide is the right of way?

Steve Kumorkiewicz:

Yes.

Jean Werbie-Harris:

It's 60 feet wide is the right of way. I don't know how wide the street is, maybe 20 some feet, 24 feet, 16? It's pretty narrow.

Steve Kumorkiewicz:

(Inaudible)

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Jean Werbie-Harris:

Again, this area, Unit 7, this was probably platted back in the '40s. Many of the streets down there were platted at 60 wide right of way.

Steve Kumorkiewicz:

I thought we had 66 feet for the side.

Jean Werbie-Harris:

Oh, you mean the head of a cul-de-sac?

Steve Kumorkiewicz:

Yes.

Jean Werbie-Harris:

No, the minimum that the Village has accepted is 100 feet for a cul-de-sac head. So that's why they'll need to encroach into those adjacent Lots 10 and 11 and 9 and 10 on the south.

Michael Serpe:

And the lots that are owned by private individuals there they're buildable lots?

Jean Werbie-Harris:

Lot 12 has an existing home on it, and I could not tell you without a doubt without looking at recent wetland delineations if those are buildable. What I can tell you is they're not interested in selling to the DNR at this time because the DNR would have purchased them.

John Steinbrink:

Mike, you had a question or a comment?

Mike Pollocoff:

I have a comment. I fundamentally have a problem with this. And the reason I do is that when the Village and the County and SEWRPC and every agency that was involved in the Chiwaukee Prairie Plan worked on that plan, this area was not identified as an area to be acquired. That was part of the compromise that took place where some lands were going to be acquired, some lands were going to be left for development, and everybody made their best bargain or deal on it and everybody took whatever lumps they took on that plan to get it. And, in fact, this area is in our sewer service area for sewer service.

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Subsequent to that, the DNR decided, well, we didn't get what we wanted in the compromised land use plan, we still think these are important lots to buy so they started buying them up. There are white fringed orchids on there. I'm not saying they're not environmentally significant, but that wasn't what the deal was that was made. My concern is that the longer that the Chiwaukee Plan goes without being finished, the longer that the Village deals with the conflicts that exist between the people that live down there, the Conservancy lots that are there, people waiting to convey their lots. These are difficult budget times for everybody, and it's difficult for the State. I think this should be done at some point, but I think they should comply with the requirements of the plan first, expend their resources on the lots that need to be acquired first, spend their resources to vacate the roads that were part of the plan first, and then come back and do this one up that's special for them.

My belief is we owe it to the property owners that are in the Chiwaukee Prairie Plan itself to have their issues addressed first because that was the essence of the plan. That was like a four year plan. There was so much wrangling that went on with that and everybody had to live with the end result. The fact that the DNR came back and said we're going to buy these and we want you to treat this like the Chiwaukee Prairie Plan and once we've acquired the parcels now you vacate the street. A street vacation doesn't cost us much more than the time we spend on engineering and planning it, but somebody is going to pay to put a cul-de-sac in. Somebody is going to pay to remove the street, what road bed there is. That's all fine and good. But I'm just saying that should be done in the plan area because I think we owe it to the property owners in the plan area to get this plan completed for what they agreed to, not completed based on what other priorities there are across the tracks and very close to this site.

I haven't had any problems with the other item we have on the agenda where we agree to treat the right of ways like everything else, vacating Village right of ways that are vacant or not constructed and the abutting vacant properties if they're in compliance with the plan. Right now for the twenty some years that we've been administering that plan, I feel like we're the only ones that are really living up to both ends of the plan. We've got to take our licking when the people don't like the fact that we can't put improvements in their area. We've got to take our licking when the people have a lot that they want to get sold and they can't because DNR is not paying for it. We're the only one that's living up to that agreement. And when it's convenient for somebody else to go buy lots that they couldn't get in the plan, everybody is just supposed to live with that. This has happened here with DNR and it's happened up in Unit 6 with the Barnes Prairie Rescue Coalition. That's fine if they want to do that, but on the other hand I don't think we should diminish the efforts that the property owners in the Carol Beach compromised area get by not having their work done, not having those lots acquired, not having all those areas managed and letting that stuff go.

I just don't want to have a hearing and getting everybody's hopes up or dealing with it, and then really coming back and saying at that time, because I would make the same recommendation at the hearing. I want to make it now because we surely can do this. This meets the—any other area in the Village if somebody acquired the land on both sides you'd be entitled to—they could ask to have the street vacated and go from there. But what makes this different is it's in Chiwaukee Prairie, it wasn't agreed to as part of the plan, and they came in after the fact and said we didn't get it there but we're going to go ahead and do it anyway. I think the people that are stuck with

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living with the plan are entitled to have those State resources used to either acquire their property, improve their property and do that work first. Once they get that stuff done then they can go play around in the other areas of Chiwaukee Prairie that they like.

I don't want to say it to be belligerent, but we deal with those people every day about the problems they have in Chiwaukee Prairie. I think we made a deal and sometimes we don't like it but we've been enforcing the deal or the plan even handling it all along, and I just recommend we (inaudible) doing that.

Steve Kumorkiewicz:

Mike, are those lots buildable over there or not?

Mike Pollocoff:

No, they're prime wetlands. They're good wetlands. But there was other good wetlands that were allowed for development. Unit 2 was developed. All things being equal would we have allowed that to happen knowing what was going to happen? Maybe not, but we did and we lived with the results of doing that. And there were people that—I don't think should be developed and I don't think it will be developed because they own it, they're going to stop the development of it. It's not going to develop. I'm just saying in a time of scarce resources if we're going to be building cul-de-sacs and taking out roads, spend that money on finishing acquiring lots that are still not acquired.

Steve Kumorkiewicz:

I agree with you, Mike. I'd like to make a—

Mike Pollocoff:

Let Jean have it because we're at odds over this. Not odds but we just disagree with each other.

Steve Kumorkiewicz:

But we have a problem with them all the time. They change their mind (inaudible).

Mike Pollocoff:

Most of the time we work with them pretty well, but I disagree with them on this one.

John Steinbrink:

Jean, do you care to comment?

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Jean Werbie-Harris:

I would. There are a number of areas down in Chiwaukee Prairie that they cannot yet do a street vacation because there's one private property that has not conveyed and there hasn't been a willing seller/willing buyer. Unfortunately this is one of those areas that the DNR did go outside the plan and acquire these lots because of the significance of the wetlands. The area that they did acquire is not buildable. They intend to use grant funds and other funds other than taxpayer dollars to remove that gravel and to construct that cul-de-sac and to restore that area back to a natural prairie.

This is something that actually I've been working on with Marty for a very long time. I don't see that there's any concern or problem with respect to the neighborhood should this go back to a natural prairie area. If they were abandoning some other projects in Chiwaukee Prairie and not taking interest in other lots for land acquisition purposes then I would say I'd be very concerned. But they are still working as diligently as they had before, even though their funds are somewhat limited, to acquire additional lots and to try to create more block areas for management purposes. The more contiguous of an area the easier it is for maintenance purposes.

And, yes, they did deviate from the original plan, but they have been a very good working partner with us in managing the Chiwaukee Prairie as well as The Nature Conservancy has south of 116th Street. Marty Johnson is not here this evening because it's not a public hearing so I did not ask him to be here tonight because we were just initiating the process. Through this resolution a public hearing would be scheduled not less than 40 days thereafter.

As Mike said, could these lots have been built on? Possibly. Way back when between 1987 and '97 when there was a Corps of Engineers area wide fill permit issued to the Town of Pleasant Prairie which we continued to implement, the DNR did not and the EPA and no one in the Corps of Engineers did not reissue or renew that permit, and they would not issue fill permits in this area. I'm not sure if this is another area where we have very high water tables or concerns or problems with respect to poor soils but it's likely. So this really isn't an area that should be developed.

John Steinbrink:

So the resolution is setting up a public hearing?

Jean Werbie-Harris:

It's just setting the public hearing not less than 40 days thereafter.

John Steinbrink:

And we can continue our airing.

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Jean Werbie-Harris:

We can.

Michael Serpe:

Right now if we left this as is we'd have to maintain that road, plow it and maintain it?

Jean Werbie-Harris:

Yes.

Mike Pollocoff:

Well, yeah. You'll give up X amount of money for road aids on it but it's not a high maintenance road. I mean it's basically—in fact we run a plow down it. I mean there's some benefits to having some circular access on it. I don't think the road should be improved, I don't think the lots should be built on. I'm just saying that when people talk to us about they can't get their lot bought and DNR says we only have so much money, I'm just saying rather than doing this live up to your commitments in the plan and then come back. I agree with the DNR and everybody saying that this should be preserved, but I think it will be preserved because they own it. But rather than spend the money to put a cul-de-sac in and dig everything out, I think everybody is farther ahead if they go ahead and—

Michael Serpe:

Have we approached them on this, what you're saying, and if we have what was their answer?

Mike Pollocoff:

In my discussions with them this is really significant wetland and they'd like to preserve it.

Jean Werbie-Harris:

And wetlands have a tendency to migrate and to grow given the soil conditions. And once the road bed and the material is gone they feel that the wetlands would migrate across into that other area.

Michael Serpe:

And Marty is going to be here at the public hearing?

Jean Werbie-Harris:

Yes, we hope.

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Michael Serpe:

Okay, I'll move approval of Resolution 11-22 and set it for public hearing.

Steve Kumorkiewicz:

I second that.

John Steinbrink:

Motion by Mike, second by Steve for adoption of Resolution 11-22. Further discussion?

Monica Yuhas:

Jean, will notices be sent out to residents in the area on the public hearing?

Jean Werbie-Harris:

All of those residents adjacent and abutting and within a certain distance will receive notification. They did before because we've held these public hearings before last summer or last fall.

John Steinbrink:

Further discussion?

Steve Kumorkiewicz:

I agree with what Mike says, but . . . first and see what happens.

John Steinbrink:

I agree with Mike, too. We go back to those times when we did this and it was as contentious as it could get. There was an agreement reached. Unfortunately we're the only ones living up to this.

Michael Serpe:

It puts the Village in a bad position.

John Steinbrink:

So we will have a public hearing and we'll have our say again. We can slap the DNR around some more.

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Steve Kumorkiewicz:

I have a question for Jean. Jean, in this issue the permits issued in that area in 1996 or '95–

Jean Werbie-Harris:

The fill permit, the area wide fill permit?

Steve Kumorkiewicz:

Yes.

Jean Werbie-Harris:

December 31, 1997.

Steve Kumorkiewicz:

'97?

Jean Werbie-Harris:

Yes.

Mike Pollocoff:

But they couldn't be filled because DNR started buying them immediately so the fill permit didn't meet anything because they had already breached the plan.

John Steinbrink:

Okay, I'm going to call the question.

SERPE MOVED TO ADOPT RESOLUTION #11-22 TO INITIATE THE DISCONTINUANCE OF A PORTION OF 103RD STREET BETWEEN 8TH AND 11TH AVENUES AT THE REQUEST OF THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

John Steinbrink:

We'll see everybody here at the public hearing.

G. Consider Resolution #11-24 to dispose of Fire & Rescue Department surplus equipment.

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John Steinbrink:

Did you get any buyers while you were up front, Chief, or did anybody call?

Chief Guilbert:

I'm Paul Guilbert, Jr. I'm Chief of Fire and Rescue. I'm at 8044 88th Avenue. In the 2010 capital improvement program we were authorized to buy a new inflatable rescue boat. That boat has since come and it's ready to go in service. We're looking to dispose of a 1995 Zodiac inflatable boat and the trailer. The trailer that was with the '95 would not accommodate the new boat that was purchased. And I specified that it does not include a motor. The motor was given to us on loan. We did find a company that has transferred ownership that provided us with the motor and we don't see a clear title to it being ours other than loan. We're going to work to get that motor back to them. So the request is to approve the resolution to dispose of the 1995 Zodiac inflatable boat and trailer.

John Steinbrink:

Have we approached them about being good corporate citizens and donating it to the Village?

Chief Guilbert:

That's the next item, sir.

John Steinbrink:

I always like good corporate citizens.

Monica Yuhas:

Motion to approve Resolution 11-24.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion and a second for adoption of 11-24. Any discussion?

YUHAS MOVED TO ADOPT RESOLUTION #11-24 TO DISPOSE OF FIRE & RESCUE DEPARTMENT SURPLUS EQUIPMENT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

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H. Consider recommendation to purchase an outboard motor for new Fire & Rescue Department boat.

Chief Guilbert:

Sir, again, I'm Paul Guilbert, Jr., Chief of Fire and Rescue. This is a request to purchase a new outboard motor for the rescue boat we just took ownership of. The motor that I just asked you to dispose of or that we're talking about disposing of would not fit on this new boat. It's a different style, it wasn't going to work. We approached two local companies, one here in Pleasant Prairie, one in Sturtevant and we solicited government pricing. This request is to purchase the motor for \$4,811.36 from BRP which you may know as Bombardier, their Evinrude operation. It's manufactured in Sturtevant and we'll buy it from a local dealer.

That was the best price we were able to negotiate. The company that was more local to us gave us the best, it was called an accommodation pricing. One, they couldn't equal or better than the Evinrude motor. And, two, the motor that they could have provided was not as appropriate for our operation as was the one from Evinrude. So although we did try to get better pricing, that is good government pricing and that is our request to purchase a new outboard motor.

Michael Serpe:

What kind of motor is that, Paul, an inboard?

Chief Guilbert:

Outboard.

Michael Serpe:

I didn't realize they were this expensive. Not that I'm against it, but I just didn't realize they were this costly.

Steve Kumorkiewicz:

What size, how many horses?

Chief Guilbert:

It's a 40 horsepower.

Michael Serpe:

No sense in having a boat without a motor so I move approval.

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Monica Yuhas:

Second.

John Steinbrink:

We have a motion by Mike, second by Monica. Further discussion?

SERPE MOVED TO AWARD A CONTRACT TO BRP (A/K/A BOMBARDIER) TO PURCHASE AN OUTBOARD MOTOR FOR NEW FIRE & RESCUE DEPARTMENT BOAT IN AN AMOUNT NOT TO EXCEED \$4,811.36; SECONDED BY YUHAS; MOTION CARRIED 4-0.

John Steinbrink:

Thank you, Chief. Item I we've already taken care of.

J. Consider award of contract for the South Kenosha Drainage Swale Project.

Mike Spence:

Mr. President and members of the Board, before you you have the contract for Reesman's. This is to construct the drainage swale by the former Manutronics building. This is a continuation of the grant work that the Village received from the Community Development Block Grant. This project will remove an existing culvert that is undersized north of the Manutronics building, and in its place we will be putting in a drainage swale that will run from the west on the west side of the property there, and then the swale will come around and will end up discharging into a culvert underneath 24th Avenue.

The project was bid on July 5th, and we had some really good bids. We received six bids for the project. The low bid was from Reesman's Excavating and Grading. The second bid was from Native Construction. They're the ones that did the tear down of part of the existing Manutronics building. As you can see there was about a \$470 difference between the first and second bids. And actually the first four bids were pretty close so we were glad to see that.

The engineer's estimate on the project was \$180,000 so, again, that was a good bidding climate. I'd like to recommend that the bid be awarded to Reesman's Excavating and Grading in the amount of \$138,399.80. Reesman's has done work for the Village before successfully and does good work. so I'd like to recommend that this contract get awarded to Reesman's.

Steve Kumorkiewicz:

So moved.

Monica Yuhas:

Second.

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John Steinbrink:

Motion by Steve, second by Monica. Native, are they local?

Mike Spence:

They're out of Kansasville. I think one of the first times that I had worked with them is in the demolition of the Manutronics building. Reesman's hasn't done any work for a couple years in the Village so I think they were really hungry. Somebody at Native is probably kicking themselves.

John Steinbrink:

We have a motion and a second.

Michael Serpe:

Mike, just a question for you. I received a communication about the right of way being on one side instead of split ten feet and ten feet. It's a 20 foot right of way I guess that he's complaining about that's on his property. He's asking why it couldn't be split.

Mike Spence:

If I understand you correctly, Mike, that's going to be part of the next project where we're actually putting in the storm sewers. We are addressing that. We were originally looking at having an easement entirely on the back of these properties solely for the reason of trying to get it moved forward. Because now when we split it then we have to get like six more easements, and if one person doesn't agree—but in any case we are pursuing that as an option.

John Steinbrink:

We have a motion and a second.

KUMORKIEWICZ MOVED TO AWARD A CONTRACT FOR THE SOUTH KENOSHA DRAINAGE SWALE PROJECT TO REESMAN'S EXCAVATING & GRADING IN AN AMOUNT NOT TO EXCEED \$138,399.80; SECONDED BY YUHAS; MOTION CARRIED 4-0.

K. Consider Resolution #11-25 Amendment of the 2011 Budget related to the February 2011 snow emergency.

Mike Pollocoff:

Mr. President, we had a significant snow emergency this last year, and we did receive some federal assistance. But as part of that we need to re-allocate funds. Resolution 11-25 authorizes

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the adjustments to the Village budget and transfers necessary to bring the budgets into compliance. I'd recommend Resolution 11-25.

Monica Yuhas:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

YUHAS MOVED TO ADOPT RESOLUTION #11-25 AMENDMENT OF THE 2011 BUDGET RELATED TO THE FEBRUARY 2011 SNOW EMERGENCY; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

L. Consider Resolution #11-23 - Preliminary resolution declaring intent to exercise special assessment police powers in connection the levying of a special assessment as security related to a collateral agreement with the Village of Pleasant Prairie and the State of Wisconsin for a 1993 Transportation Economic Assistance Rail Agreement.

Mike Pollocoff:

Mr. President, this resolution relates in part to the TEA grant and that facility use agreement that the Board recently adopted. As part of receiving that grant from the State government who in turn received it from federal DOT, the State wants and we want, too, a commitment that if for some reason the business there, in this case it's EMCO but it could be somebody in the future, stops operations, we have to pay the State back and the State has to pay the feds back the money for that grant. And it ends up being the project has been long done. It's one of those things that we're trying to find a way to enable it to take place without having to require EMCO or any other subsequent user to place cash on account.

So what we're recommending is that this resolution be adopted. EMCO signed an agreement where they agreed to a special assessment and they're waiving their hearing rights. So we would adopt this resolution, and the amount that we will assess on that property equals the amount that it would take to reimburse the State for the amount of that rail crossing. We're going to defer that, and we will not activate it until such time as EMCO or a subsequent user is out of compliance with the agreement. That would be using the line, they take the line out, something that would affect the use of that rail spur. Some of the long negotiations we had was one sure way to get a lien on the property and get it taken care of so it's out there for as long as they're there without requiring them to post this money and having it just sit there in the case of something happening

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in the future. So I'd recommend that the Village Board adopt Resolution 11-23 for the special assessment.

Michael Serpe:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

SERPE MOVED TO ADOPT RESOLUTION #11-23 - PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION THE LEVYING OF A SPECIAL ASSESSMENT AS SECURITY RELATED TO A COLLATERAL AGREEMENT WITH THE VILLAGE OF PLEASANT PRAIRIE AND THE STATE OF WISCONSIN FOR A 1993 TRANSPORTATION ECONOMIC ASSISTANCE RAIL AGREEMENT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

M. Consider disallowance of claim submitted by Progressive Insurance for vehicle damage caused by a construction barrel located on Interstate 94.

Mike Pollocoff:

Mr. President, we received a claim for damages as you indicated from Progressive Insurance for damages done to a car by a construction barrel. We're recommending that this claim be disallowed because the incident took place on I-94 and we weren't involved. With that, I'd recommend that the claim be disallowed and the Clerk be directed to forward the disallowance to Progressive Insurance.

Michael Serpe:

Why wasn't Progressive just told you've got the wrong jurisdiction here?

Michael Serpe:

We did.

Michael Serpe:

How fast was that barrel going when it hit that car? Move to disallow.

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Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for disallowance. Further discussion?

SERPE MOVED TO DISALLOW A CLAIM SUBMITTED BY PROGRESSIVE INSURANCE FOR VEHICLE DAMAGE CAUSED BY A CONSTRUCTION BARREL LOCATED ON INTERSTATE 94; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

N. Consider reappointments to the Community Development Authority.

Mike Pollocoff:

Mr. President, the Community Development Authority appointees are in large part dictated by State Statutes. Two Board members serve on the authority. Currently yourself and Trustee Yuhas are the Board appointed members. The other member is Larry Nelson from Bane-Nelson, Inc. I'm recommending, again per statute, that the Trustees are appointed to a one year term. I'm recommending that Larry Nelson's term be until August 5, 2014. The statutes also proscribe that the members of the CDA have experience in either finance, construction, labor relations, horticulture, and we have that. Larry, of course, is involved in the construction business so he's a good fit and he's been a good member for the Authority.

Michael Serpe:

I'll make a motion to approve or agree with the recommendation of the Village Administrator.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Further comment or question? I have to agree with Mike. Aside from Trustee Yuhas and myself the other people on there are very engaged with what happens in the Village, expertise in their field and have a lot of input. Like all our Commissions we have some very good people on them. I think we're very fortunate, and they really add to the quality of the Village.

Mike Pollocoff:

You guys do a good job on there, too, not to say you don't.

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John Steinbrink:

But I mean it's citizen input that really makes the difference. These folks, whether it's this Commission or Planning Commission or others they do their homework, they're engaged and they care about what happens in the Village and everybody shares the same goal. We're going to move forward. It's a shame the State couldn't work in that same fashion because we'd be much better off. We have a motion and a second.

SERPE MOVED TO APPROVE THE REAPPOINTMENTS OF JOHN STEINBRINK; MONICA YUAHS (ONE-YEAR TERMS) AND LARRY NELSON (THREE-YEAR TERM) TO THE COMMUNITY DEVELOPMENT AUTHORITY; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

O. Consent Agenda

- 1) **Approve Operator License applications on file.**
- 2) **Approve Operator License renewal late applications.**

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve for approval of the consent agenda items 1 and 2. Any discussion on items 1 or 2?

YUHAS MOVED TO APPROVE CONSENT AGENDA ITEMS 1 AND 2; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

9. VILLAGE BOARD COMMENTS

Monica Yuhas:

Mr. President, I have a comment. The last few weeks I've received numerous phone calls and emails regarding traffic on 60th Avenue. Some of it had to do with truck traffic, being overweight going down 60th Avenue. I know Chief Wagner and John Steinbrink, Jr. have been working to enforce traffic laws. I know John has put out signs so people are aware of that fact. And my concern is and also the concerns of the residents who live in that area is that the reconstruction on Highway 50 is going to be starting next year, and it's going to be a lengthy process. And what is going to happen to that traffic once that project starts? A lot more traffic is going to be going down 60th Avenue.

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I know that there is a jurisdictional transportation plan that has been adopted by the City of Kenosha, and I would like to ask staff to prepare a resolution requesting that the City of Kenosha follow that jurisdictional plan and connect 82nd Street to Old Green Bay Road. It's something that we need to look at for the future as development improves and traffic is increasing. I know I asked Chief Wagner to just give a brief synopsis of what he has seen with 60th Avenue as well.

Chief Wagner:

Good evening. Chief Brian Wagner, 8600 Green Bay Road. Just a little bit of history. Going back to when 60th Avenue was extended south to 85th Street, and from that day forward we've seen a significant amount of traffic on 60th Avenue. It's a thoroughfare and it's built that way. But as folks become more and more aware that they can get from Highway 50 to 85th Street on 60th Avenue that road is seeing more and more use. And we've received a lot of complaints from residents. This Board has had before it a number of issues related to 60th Avenue. So this is a problem that's been out there for a significant amount of time.

For our part we deal with this as best we can. There's a lot of traffic on 60th Avenue but there's not that much where I can justify putting a police officer there to monitor traffic all the time. I mean we have a large jurisdiction. There's a lot more of them than there are of us, so we have to allocate our resources accordingly.

Recently we've seen an increase, I'd say over the last year or so, we've seen an increase in truck traffic that comes down 85th Street contrary to the ordinances there and goes north on 60th Avenue from 85th Street enroute to Ocean Spray. That's been an ongoing problem as well and one we've discovered is due in large part to some programming that Garmin has done in their GPS devices. If you input the Ocean Spray address and you're coming from the south Mr. Garmin directs these truck drivers up 31, down 85th Street north of 60th Avenue.

Now, we've had extensive conversations with Ocean Spray in regard to this. We've asked them to please talk with their carriers and the folks that they contract with and people that are coming and going picking up and dropping off loads, and the shipping folks have agreed to do that and I believe that they have done that. But the problem has continued. We'll continue to attempt to deal with it from an enforcement standpoint, but the problem is that we can't be there all the time. I think anything that can be done to take some of the stress off of 60th Avenue, and if that means that the City opens 82nd Street to Old Green Bay Road to alleviate some of that congestion I think is a positive thing. I think it's a good step, certainly a step in the right direction.

Michael Serpe:

Brian, when that came forward in the City to connect 82nd Street to Old Green Bay Road, the police department in Kenosha recommended that it go through. And the residents got together, showed up in mass at City Hall and the Alderman didn't follow the plan. They gave into the—and for as many houses that are there, that's the only entry/exit in that whole subdivision. Something happens, a water main break, a fire nobody is getting out. That's where we were coming from when we recommended that that road go through to Old Green Bay Road. If it comes forward

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again, which I don't know if the City is even going to entertain it, I'm sure those neighbors are going to organize again and fight it. But I agree it should go through.

Chief Wagner:

For our purposes or for our part I should say I would certainly recommend and support Mrs. Yuhas' idea that the Board would pass a resolution recommending that 82nd Street be continued all the way west.

Monica Yuhas:

Thank you, Chief. And I understand that the City of Kenosha has a final say so. But as a Village Board we have a due diligence to the residents that live on 60th Avenue in the Village to do everything we can and everything that we have at our fingertips to show them that we're doing everything we can. If the City isn't going to follow the plan, what good is the plan?

Michael Serpe:

That's right. What if you had a house one block west of 60th Avenue on 82nd Street, you're going to be putting up with all the traffic west of you as many times a day going back and forth past your house, but the people on the far end who don't want that opened they don't care about that because they're going to inconvenience you. That's just selfish thinking on my part, at least I feel it's selfish thinking. I support what you're doing here. I think it's a good idea. I don't know if the City is going to agree with it but we'll see.

Steve Kumorkiewicz:

Chief, can we put signs no trucks allowed on 60th?

Chief Wagner:

Those signs exist, they're there.

Monica Yuhas:

They're brand new signs with flags.

Chief Wagner:

Right. And 85th Street is posted as well and has been forever which is how we've been able to enforce it to date.

Steve Kumorkiewicz:

The problem that we have over there is half is City and half is Village. That's the problem.

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Monica Yuhas:

I appreciate everything, Chief Wagner, you and your department is doing and also John and his department in getting signs posted and doing as much enforcing as you're able to. The residents are appreciative of it. I'm just trying to take it to the next step and see what comes for fruition from that.

John Steinbrink:

Prairie Family Days July 23rd and 24th. Thank you, Chief. Is that our motto on here, Made in Pleasant Prairie. And on the back we have printed by W.D. Hoard & Sons Company, Fort Atkinson? I didn't even know how we contact them. In going back to the Hoard Dairymen Mr. Braig had a relative one time on the cover of the Hoard Dairymen Magazine. I'm a farmer and I can't even get on it but his relatives were on it. I didn't even know there was a printing company out there, so that's an interesting thing to note. There's a low bid printing company out there.

Jean Werbie-Harris:

They print the Village's Play-by-Play, and they offered to donate the printing of the tickets for the raffle.

John Steinbrink:

So they branch out from printing magazines.

Michael Serpe:

One other comment. If I could ask Chris Lopour a favor. On one of the next Village Times that goes out, not immediately, maybe a special little section in there telling the people the benefits of volunteering for some of our triathlons, the fun we have and the pleasure you get out of doing it. We can always use a few more.

Steve Kumorkiewicz:

It's the same people all the time.

John Steinbrink:

Those are perks or benefits?

Michael Serpe:

Well, you get a t-shirt and you get to mark up everybody's arms and legs with numbers.

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10. ADJOURNMENT

YUHAS MOVED TO ADJOURN THE MEETING; SECONDED BY SERPE; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 7:50 p.m.

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 39th Avenue
Pleasant Prairie, WI
August 1, 2011
6:00 p.m.**

A Regular Meeting of the Pleasant Prairie Village Board was held on Monday, August 1, 2011. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz and Mike Serpe. Clyde Allen was excused. Also present were Mike Pollocoff, Village Administrator; Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; John Steinbrink Jr., Public Works Director; Kathy Goessl, Finance Director; and Vesna Savic, Deputy Village Clerk. Six citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**

John Steinbrink:

Today the pledge is going to be led by Chelsea Goessl, Ms. Pleasant Prairie. If you'd please rise and join us in the Pledge of Allegiance. Thank you, Chelsea.

- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - JULY 11, 2011**

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any additions, corrections, changes, anything you don't like about it?

YUHAS MOVED TO APPROVE THE MINUTES OF THE JULY 11, 2011 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

- 5. CITIZEN COMMENTS**

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Vesna Savic:

Chelsea Goessl.

John Steinbrink:

Congratulations.

Chelsea Goessl:

Thank you very much. Chelsea Goessl, 7115 89th Avenue. I'd like to take this opportunity to thank you for allowing me to represent as Ms. Pleasant Prairie 2011. I'd like to become more involved to promote the Village, the RecPlex and to also grow the pageant for next year. Also, don't hesitate to let me know of any events you'd like me to come to. Thank you.

Michael Serpe:

Thank you and congratulations.

Michael Rodgers:

I'm here on behalf—I wrote a letter there for you about the storm sewage project that you have a grant for that you're looking for easements on properties and whatnot. I don't even know if that's being addressed today. Here's the letter that was sent.

John Steinbrink:

If you want to give it to Vesna.

Michael Rodgers:

I'm Michael Rodgers, address 9004 24th Avenue, Pleasant Prairie. On the property they're asking for a 20 foot easement. A 20 foot easement on this property would put one foot from the existing house that is there, okay? And then it would chop this lot to a nonbuildable lot, that if that house ever burns down and I want to rebuild on there it will not be possible because now I won't have 60 foot frontage. So that's my concern.

John Steinbrink:

Anything else to add, Mike?

Michael Rodgers:

No, sir.

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John Steinbrink:

Okay. This is citizens' comments. We can't take action on anything here as it comes up because it wasn't a public notice item. But Mike can--

Mike Pollocoff:

I can tell you that the Village Board is not acquiring properties, it's the Community Development Authority which is a different body altogether. And right now there's a lot of people asking for easements so we can maximize the impact or the effect the storm sewer would have in there. But we haven't had a lot of luck securing them. The easements aren't a taking of the complete property. The property is still usable, but we need an easement. We can't do public improvements on private property so an easement allows us to get in there.

We've really been getting some push back on it. I think at some point I'm going to recommend that we delete the part of the project where we need easements and put the storm sewers just in the street. The storm water will continue to have to run across the properties to get to the storm sewer, but that's the best we can do, because right now we haven't been funded to go through and acquire properties and go through an extensive legal action. Everybody wants money for their easements and I can't blame them but we don't have the money. Right now this project is not being assessed. We're not assessing the individual property owners any additional cost for the project. I appreciate your offer of \$79,000, but that would be one-third of the money we have left to put pipe in, so that alone tells you if we have to do things like that it's just a nonstarter, we won't be doing it.

But ultimately I'll provide a response on behalf of the Authority to them, a written response, and if we want to pick up your offer we'll give you a call and you can come to the next Authority meeting. But I don't want to mislead you either. Yours and other ones are making it look like we won't be doing that storm sewer.

Michael Rodgers:

And that's fine. The thing is the easement I couldn't agree on 20 feet. That is like a foot away from the house. And once you have an easement a lot of times then if you ever go to build you don't acquire that--you don't count that part as my land. If you're trying to build a property it's no longer a 60 foot frontage. If you have a 20 foot easement it would be 55 foot frontage. So such a large easement is really what I'm concerned about.

Mike Pollocoff:

Right. We need 20 feet to build it, because when you're building it you have equipment in there. We could look at making a temporary easement of probably ten feet and a permanent easement of ten feet.

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Michael Rodgers:

Something like that is more functional. But 20 foot realistically it would be about this far from the house that's standing there. That's one of my major concerns.

Mike Pollocoff:

We have a lot of people to deal with.

Michael Rodgers:

I'm sure you do.

Mike Pollocoff:

And the only way we can do this is if we get donations for the easements. If we have to buy them then—we'll go back to the next step is to put the storm sewers in the street and then the water has to find its way to the storm sewer as it crosses the back lots and comes to the front lots and gets to the street. It's not as desirable but at least there's someplace to put it. We'll get a letter back to you.

Michael Rodgers:

Okay, thank you.

Mike Pollocoff:

Do you want this back?

Michael Rodgers:

Yes, please. Thank you.

Mark Dupey:

Mark Dupey, I live at 9705 8th Avenue. My issue is I've come in and asked about getting a water meter put on my well. The reason is I was gone last October until this May, and I'm leaving this Monday and I probably won't be back until June. That's going to go for the next three years. So basically you're charging me for water and sewer that I don't use. The house is empty. I'm there three months a year maybe. And what I asked them to do in the office is it possible to put a water meter on my well so you could read the amount of water used and bill me accordingly. No garbage goes out. There's no one living in the house. I can get neighbors to sign affidavits; I can show you receipts from my being gone from motels and my termination from my job. So basically I asked if I could put a meter so they could read the water and then bill me according to water use, because right now they're doing a flat fee of like 10,000 gallons or something or 5,000. I can't remember. Six? And 6,000 gallons is a lot of water for one man to use.

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So what I ask is I know they have meters that you guys have on houses that have water that they can read from the street, they're digital. I would incur the cost if I could get you guys to bill me only for the water used. I shut the well off; I shut everything down, the heat's down real low. I have neighbors that watch the house. So basically what I'm trying to do is not be billed for something or services that are not being used.

John Steinbrink:

Okay, once again, this is citizens' comments. If you had called somebody ahead of time we could have arranged to put something on the agenda for you. We can't do anything tonight here because it hasn't been noticed.

Mark Dupey:

That's what I'm here to find out. Okay, so I have to call who to get on the agenda?

John Steinbrink:

Vesna.

Vesna Savic:

The Village Administrator's office.

Mark Dupey:

The Village Administrator's office and then it would be three weeks from now?

John Steinbrink:

Two weeks.

Mark Dupey:

I'll be in Washington State working probably. Is there any way I can do this by registered letter?

Mike Pollocoff:

I can tell you what to do, we just can't make a decision on it tonight.

John Steinbrink:

We can't act or do anything here tonight. We can have somebody get in touch with you.

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Mike Pollocoff:

If you want to slip me a note with your phone number on it we can give you a call tomorrow.

Mark Dupey:

Or I can come in tomorrow or the next day. I just need to know how to start this procedure.

Mike Pollocoff:

Like I say, we can give you a call. I know my schedule is pretty booked tomorrow but I can have somebody get ahold of you and let you know. Like I say, jot your phone number down on a piece of paper so we don't have it in the record.

John Steinbrink:

What was your address there, Mark?

Mark Dupey:

9705 8th Avenue, Carol Beach area. I can tell you my phone number if you want.

Mike Pollocoff:

I just as soon it not be on the public record.

Mark Dupey:

That's fine. I can come in tomorrow and give it to somebody, is that what you're saying?

Vesna Savic:

Come over here and give it to me. There are no other speakers.

John Steinbrink:

Anyone else wishing to speak under citizens' comments?

6. ADMINISTRATOR'S REPORT

Mike Pollocoff:

Mr. President, I have a couple things. One is this last weekend at the RecPlex the Illinois State Swimming Championships were held. It was the largest meet we've ever had there. It was 1,380 swimmers, and it was over a four day period. And then they figured there was between two and three people that came with the swimmer, their family or what have you. So we had quite a

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crowd, and there was significant impact on the economics of the area. All the hotel rooms were booked. I think every Italian restaurant was filled because they were all looking for pasta. They wanted to know if there were any small local Italian restaurants in town. We said we think there are a few and we'll give you their names and you can go to them. So it was a really nice event.

Right now it looks like there's a good chance that we'll have what's called a Speedo event that's somewhat similar but it's going to be in March which, again, is a good time to bring people from outside the area and pack up hotel rooms and restaurants. And it looks like we're also going to be on track to have a Junior Preliminary Olympics event there as well.

Also, I mentioned that the RecPlex received an award as an aquatic dream design nationally for competition pools. And Chris is going to be getting out a report on that and a letter. It's nice to see the place getting recognition and doing well.

Secondly, the other thing that I want to talk about is a public meeting, not a hearing, it's going to be a meeting here Saturday at ten o'clock that the State is going to be conducting. And they're going to be giving people an opportunity to come look at the maps for the roundabouts and describing how to drive through them. And then there are also going to be representatives right following the meeting that will be at the roundabout site that people while someone is there to help them they can drive through and see how it works and give it a spin before we open it up for real.

That's the primary purpose for the meeting. We're not going to have a meeting to redesign it or talk about whether or not it should be there. I think that's already happened. And it's really important for the people around the area that think they might be using, are a little uncertain, it's an opportunity that they can come try it without having full traffic conditions. Right now we're looking at opening it midweek. Once that's opened up then they'll shut down Springbrook and finish that construction in that roundabout. We didn't want to have both intersections closed at the same time. So they're getting the signage up this week, and they'll get it landscaped a little bit later on. It's more important that we get it done so we'll be ready to go. Those are the main two things I had.

Michael Serpe:

Just a comment. We have a couple new faces in the audience. I'm not going to make a comment on the roundabouts because that's a State project. But in reference to the RecPlex and the IcePlex and the Olympic pool, for those that don't know Mike Pollocoff that entire building is his vision but he'll never take credit for it. It's always somebody else. It's always the Board, it's always the department heads, everybody but Mike. This Village is Mike Pollocoff's vision. And to hear the success that that place is enjoying and the success that this Village is enjoying it just makes me feel good. We couldn't ask for a better leader than what we have on hand right now. Thanks, Mike.

Mike Pollocoff:

Thank you.

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John Steinbrink:

So what Trustee Serpe is saying if it tanks you get all the credit, too.

Mike Pollocoff:

Tom Patrizzi is going to help me if it tanks. I know it won't.

John Steinbrink:

That concludes Administrator's Report.

7. UNFINISHED BUSINESS

John Steinbrink:

Items A and B, are those being continued to August 15th?

Mike Pollocoff:

Yes, I'm requesting those be tabled to August 15th.

John Steinbrink:

We need a motion to do so.

Steve Kumorkiewicz:

So moved.

Michael Serpe:

Second.

John Steinbrink:

Motion by Steve, second by Mike for tabling until August 15th Items A and B under Unfinished Business. Any discussion?

KUMORKIEWICZ MOVED TO CONTINUE ITEMS A AND B UNTIL THE AUGUST 15TH MEETING; SECONDED BY SERPE; MOTION CARRIED 4-0.

8. NEW BUSINESS

- A. Consider Resolution #11-26 - Final resolution authorizing the levying of a special assessment against the benefited property as security related to a collateral agreement with the Village of Pleasant Prairie and the State of Wisconsin for a 1993 Transportation Economic Assistance Rail Agreement.**

Mike Pollocoff:

Mr. President, as you know we've been going through the process recently of modifying our agreement with EMCO as they've taken possession of the former Lawter property. That property had obtained through the Village a grant, a transportation economic systems grant, to construct a rail spur to that site. That was done, and it's been used by Lawter, it's been used by Eastman, another subsequent user, it's been used by Hexion and now finally EMCO has it.

One of the provisions of the original grant was in order to keep that grant the owner has to commit to do two things. One is to use it. You can't just decide, well, I have it and I'm not going to use it anymore and I won't take rail deliveries. And, secondly, you agree that you're going to get permission from the State as well as the Village before you sell your place or make a decision like that.

The grant that was provided in '93 totaled \$147,500. Well, previously in a different economic time a mortgage was placed on the property for \$147,500, or there was a cash bond that was filed to do that. That's a lot of money to put on hold for something that shouldn't happen or we don't think is going to happen. With our attorneys and EMCO's attorneys we said let's treat this as a special assessment. It would have a lien on the property. In fact, the Village would in this case have a higher standing lien, but we could defer it so that it's not something that we're going to collect unless the worst happened, if something was to happen and EMCO went out of business and the subsequent user might not use the rail spur or something like that. And at that point the Village would activate the assessment and then it would come due. So they don't really owe us \$147,500 because they haven't breached the agreement or they haven't failed on it, but it stands out there as a security.

So this resolution recognizes all of the documents that have brought us to this point, identified exactly where the rail spur is out there because there's been numerous other rail spurs that have been constructed since this initial spur was construct, and it provides an agreement for how this whole process is going to be taken care of should we come to this point.

This is a meeting, a special assessment hearing on this. EMCO has already agreed to the terms of this. They've agreed that they don't need to be noticed, they've waived their rights to a notice, they've agreed to have this placed on their property. But, nonetheless, the State Statutes still require that we go through this process to do it. So with that, Mr. President, I'd recommend that we open a hearing and if anybody has any questions or comments on the proposed deferred assessment we deal with that now.

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John Steinbrink:

So this is a public hearing now?

Mike Pollocoff:

Right.

John Steinbrink:

Is it noticed as a public hearing?

Mike Pollocoff:

Yes, it is.

John Steinbrink:

Okay, I have it under New Business.

Mike Pollocoff:

Well, we sent it out as a notice.

John Steinbrink:

I will open a public hearing for Item A. Anybody wishing to speak? Anybody wishing to speak? Hearing none I will close the public hearing and open it up to Board comment or question.

Michael Serpe:

To satisfy the whims of the State I'd move approval of Resolution 11-26.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike and second by Steve for adoption of Resolution 11-26. Further discussion on this item?

Steve Kumorkiewicz:

A question for Mike. Mike, the meeting we had there's no possibility we have to return money to the State?

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Mike Pollocoff:

Well, if the special assessment was activated and we collected \$147,500 we would return that to the State.

Steve Kumorkiewicz:

It would go back to them after we collect it but not from the Village.

Mike Pollocoff:

Right.

Steve Kumorkiewicz:

Okay, that's a protection for us. Thank you.

John Steinbrink:

No further discussion?

SERPE MOVED TO ADOPT RESOLUTION #11-26 - FINAL RESOLUTION AUTHORIZING THE LEVYING OF A SPECIAL ASSESSMENT AGAINST THE BENEFITED PROPERTY AS SECURITY RELATED TO A COLLATERAL AGREEMENT WITH THE VILLAGE OF PLEASANT PRAIRIE AND THE STATE OF WISCONSIN FOR A 1993 TRANSPORTATION ECONOMIC ASSISTANCE RAIL AGREEMENT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

- B. Consider Resolution #11-27 - Final resolution authorizing construction of public improvements and levying special assessments against benefited property with the construction of municipal storm water improvements located in the right-of-way at 11606 47th Avenue.**

Monica Yuhas:

Mr. President, I'd like to recuse myself from Item B considering I'm one of the assessed properties.

John Steinbrink:

Okay, the record will reflect that.

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Michael Serpe:

All we're doing is approving this and setting a public hearing, or are we approving the assessment?

Mike Pollocoff:

No, this is the public hearing.

Michael Serpe:

Okay.

John Steinbrink:

Once again, a public hearing and I'll open it up to public comment or question.

Mike Pollocoff:

Mr. President, this project involved three properties along 47th Avenue directly south of 116th Street. And we've had an ongoing problem where we've had standing water on the property adjacent to the southern-most parcel where water was not draining effectively down to 116th Street. We came up with a design that would accommodate a 10 year interval event storm, and we've done work on the southern-most two parcels as they have already signed a waiver of notice of special assessment where they've agreed to be assessed for this amount of money.

We haven't completed the storm water improvements that are required on the corner parcel because we need to conduct this hearing first. There are some numerous related improvements that are not part of this project that the Village has done as part of our work in the storm water utility. And with that, those are a drainage way that's going to be constructed further to the south, a cross-culvert that's draining water from the east side of 47th Avenue over to the west side which is following the natural topography of the property. So in those cases the storm water utility picked up 100 percent of the cost to rehabilitate that existing infrastructure.

What this improvement will do is it conveys a larger amount of storm water down to 116th Street rather than ponding it and having it get to a point where it floods over the property going to the west or stands there and it just waits for evaporation to run. We've had complaints of sump pumps running at a fairly high and regular rate during these flooding events. And we've just improved 47th Avenue with a new course of asphalt, and we previously improved 116th Street the previous year with asphalt.

So what we want to do is be able to convey this water away from the roadway so the roadway lasts, convey it away from the properties so the properties aren't flooding, and I think we're doing this for a relatively minor cost I mean as storm water projects go. I'm not saying that \$1,387 is a small amount of money, but given what we face typically in storm water projects this is pretty good. The work involves the extension of a 24 inch corrugated metal that's elliptical, yard inlets

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and inlet covers and then the labor to prepare that work. The project cost is being paid for 50 percent by the clean water utility, which is that portion that property owners pay on their monthly bill, and the rest is being assessed. So the average assessable cost per property is \$1,387.

As I indicated earlier we have signed documents from Gregory West and Jeffrey and Monica Yuhas for their portions, and the remainder to be assessed tonight is for Robert Reeves in the amount of \$1,387. If the Board authorizes the project to proceed upon closing of the hearing and adopts the resolution, the work would take place sometime this month, and then it would be placed—we'd send a notice this October to Mr. Reeves indicating whether or not he wishes to pay the amount in full or have it go on the property tax roll. So with that those are the pertinent issues concerning the project. I'd recommend that we open up the public hearing at this time.

John Steinbrink:

That being said I will open up the public hearing now. Public comment or question? Anybody wishing to speak? We ask that you come forward, use the microphone, give us your name and address for the record. Anyone wishing to speak?

Monica Yuhas:

I would.

John Steinbrink:

Does she need to go there or can she talk from there?

Mike Pollocoff:

She needs to go to the podium.

Monica Yuhas:

Monica Yuhas, 11626 47th Avenue. I would like to thank the Village for taking on this project. I know with the improvements that were being done to 47th there has been a standing water issue for a long time since we've lived on the property since '95. And I know that Mr. and Mrs. West as well as myself and my husband are happy to see that water is finally going to move north down 116th instead of being funneled from our sump pumps out to the culvert and then moving south. So we're happy with the project and thank you.

John Steinbrink:

Anyone else wishing to speak? Hearing none, I'll close the public hearing and open it up to Board comment or question.

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Michael Serpe:

Mr. Reeves, is he living in the house right now?

Monica Yuhas:

No.

Michael Serpe:

So I understand he's going through some—

Mike Pollocoff:

The Village has no knowledge of where he is officially.

Michael Serpe:

Okay. With that being said I think I agree with you, Monica. I think it's a project that's well worth the wait in having it done, and I would move approval of 11-27.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of Resolution 11-27. Any further discussion?

Steve Kumorkiewicz:

Yes, a question for Mike. Mike, you're talking about putting a culvert in the road to drain on the east side of 47th to the west side?

Mike Pollocoff:

We've already done that.

Steve Kumorkiewicz:

Oh, we did it before, okay. So how many—is that going to affect 47th? Because I've got an idea the east side of Terra Heights is lower than 47th, correct?

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Mike Pollocoff:

This will improve the side drainage there on the east side of 47th because now there's a place for that water to go and get away. But the range of topography that side is overall higher than the west side.

Steve Kumorkiewicz:

East side.

Mike Pollocoff:

No, the east side is, the west side is lower because that's how we have it running, and then it's going to go straight north to 116th.

Steve Kumorkiewicz:

Terra Heights is actually going lower.

Mike Pollocoff:

Well, not at that point. There's a ridge line.

Steve Kumorkiewicz:

No, I'm talking about you go west—you go east, okay, that section over there is lower than 47th.

Mike Pollocoff:

Without having the topographic map up here I guess the best I can tell you is topographically there's a ridge line that's east of 47th Avenue that doesn't go all the way into Terra Heights. So you're right the bulk of Terra Heights does drain to the east. But there's a portion that drains to this side. We can't make it drain east because that would take another big storm sewer. So we want to work with the topography here, have it drain to that new pipe we put in which is where it wants to go.

Steve Kumorkiewicz:

Okay, thank you.

John Steinbrink:

We have a motion and a second.

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SERPE MOVED TO ADOPT RESOLUTION #11-27 - FINAL RESOLUTION AUTHORIZING CONSTRUCTION OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY WITH THE CONSTRUCTION OF MUNICIPAL STORM WATER IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY AT 11606 47TH AVENUE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0 WITH YUHAS RECUSED AS REQUESTED.

- C. Consider the request of Phil Godin, agent for Sunny Prairie, LLC for the First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Sunny Prairie Subdivision.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request by Phil Godin who is the developer of the Sunny Prairie Subdivision. This subdivision is located just east of 47th Avenue just kind of to the south and to the west of the Whispering Knolls Subdivision. The petitioner or the developer is requesting specifically to modify a couple of the declaration of covenants as they pertain to garage doors where he is requesting that they be located in the front or side of the residences.

He's indicated that he would like to have a 50 percent maximum coverage of aluminum siding on the buildings, the single family homes within the development, and finally that outbuildings and temporary structures are not permitted uses. However, on a case-by-case basis they could be approved at the discretion of his ACC. These have been submitted as they have reviewed all of the documents and are signed for the Village's review and approval. And the staff recommends approval of the modified declaration. Again, Sunny Prairie has five lots adjacent to the Whispering Knolls Subdivision. Staff recommends approval as presented.

Steve Kumorkiewicz:

So moved.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Steve, second by Monica. Further discussion.

Steve Kumorkiewicz:

The five original lots only, five lots.

Jean Werbie-Harris:

There are only five lots and none are built on yet.

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John Steinbrink:

We have a motion and a second. No further discussion?

KUMORKIEWICZ MOVED TO GRANT THE REQUEST OF PHIL GODIN, AGENT FOR SUNNY PRAIRIE, LLC FOR THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR SUNNY PRAIRIE SUBDIVISION; SECONDED BY YUHAS; MOTION CARRIED 4-0.

- D. Consider the request of Thomas L. Richter of Richter Realty and Investments, Inc. receiver for Regency Hills-Creekside Crossing, LLC for the Second Amendment to the Declaration of Restrictions, Covenants and Easements for Creekside Crossing and Creekside Crossing Addition #1 Subdivisions.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is the second amendment to the declaration of restrictions, covenants and easements. This is for the Creekside Subdivision, the Creekside Cross and Creekside Crossing Addition #1 Subdivisions. Specifically this property is in receivership right now, and the petitioners are looking to do some cleanup with respect to the original declarations. We do have a representative here representing the owners of the property.

Specifically, they are asking for a couple of different amendments, basically the first one of which has to do with residential uses for the property. They want there to be a general provision that any type of residential use is going to be permitted in the balance of the development of Creekside Crossing. Again, before anything can actually be approved for any type of density change or change from multifamily to single family, it does need to go back through the conceptual process and the platting process of the Village. So they're just trying to be a little proactive with respect to some modifications to their declarations.

A second modification has to do with that the developer as long as they own one or more of the lots or outlots they reserve the right to carry out the functions of the ACC which is the Architectural Control Committee. Another is I think this has to do with respect to the developer having benefit and the ability to enforce the various requirements of the association. It says for a period of 50 years from the date of the declaration. I'm not sure, I'd have to refer to David to find out exactly what was different with respect to this particular paragraph, so I might have to refer to him.

There is a provision that the developer has the right to assign the development agreement from one developer to another. And, again, that's with the understanding that that developer needs to get the approval of the Village Board with that approval not being unreasonably withheld. But we just want to make sure that if there's a transfer of ownership that they understand that there's a transfer of development responsibilities, and then that next developer has the financial stability to carry on any of the obligations of the particular development.

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I think that's it. I'm not sure if David you want to make any comments. I'm not sure if the Board has any questions regarding that second paragraph. I'm sure he'd be happy to address any other concerns that you may have.

John Steinbrink:

David, would you care to address anything Jean left out or add to it? Give us your name and address for the record.

David Galowitz:

Yes, sir. David Galowitz, 200 West Madison, Chicago, Illinois, and I'm here on behalf of the receiver. The property is in foreclosure. There's a receiver appointed as Ms. Werbie here stated. The only other two comments I would have is that we're also removing a provision that's currently in the declaration that provides that the original developer MasterCraft builders would be the exclusive builder within the subdivision. Obviously at this point now that's not going to happen so that needs to get removed. So really it's just a bunch of housekeeping stuff that we're seeking approval of.

The one paragraph that Ms. Werbie-Harris was referring to with the 50 years that's actually the text of the original paragraph that's in the original declaration. The only thing that was added to that was originally the declaration said when the developer conveyed the last of it's Lots, with a capital L, which was a defined term, and the way lots are defined, I've got my fancy little laser pointer so if you'll excuse me for a second, it's just the single family lots along the east side. Well, there's this whole big area out here which has not been yet developed, and it's very conceivable that these lots will be sold and developed long before the balance of the property would be. So it's really just adding in language that says that the declarant will retain its rights under the declaration until the last of the lots or outlots, that undeveloped parcel is actually defined in there as an outlot. So really what it's doing is it's adding this into the mix. And it says when it's the last of basically everything that's going to be developed out there is sold then the declarant relinquishes its control.

Michael Serpe:

I'm a little confused on this. The remaining outlots that are not developed you say that's going to be a mixed—it could be a mixed development of residential use, single family and condo?

Jean Werbie-Harris:

At this point we don't know. I mean the way it's been platted and the way it's been laid out in our plans that the balance of the property is to be identified for condominium ownership. The bank and receiver they're all concerned because of the market at this point as to whether or not that's the best economical way to develop the balance of the subdivision. So they want to keep their options open to come back to the Village to say maybe we're going to look at another type of residential development out there other than condo.

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Michael Serpe:

So when they're ready they'll come back to the Plan Commission.

Jean Werbie-Harris:

They'll have to come back through the entire planning process.

David Galowitz:

And we went through this with the Village Attorney and Ms. Werbie-Harris and added language to this to make sure that it's very clear that this document is not meant to be any type of amendment to the current zoning of the property. So we wanted to make it real clear to anybody who reads this that ultimately the land use is the zoning, not this document.

Michael Serpe:

Okay, sounds good.

Mike Pollocoff:

I just had a couple questions to make sure I understand as well. I can truly understand your desire to be relieved of having just condominiums only. But I think as we evaluate that and as we look forward to whatever extent any of us have a crystal ball that's worth a damn, I think part of the reason that there was such a heavy concentration for condominiums was to get the density up, in that second phase that remains to be done there are some significant improvements that are yet to be made. So that if you do come back and you get it rezoned to single family, I guess I'd want to make sure that everybody understands that the fact that those improvements get costlier on a per unit basis is going to be a burden that the developer is going to bear, and that our approval tonight of authorizing that lower density or that change in density in no way means that we're going to be participating in any to make those improvements possible because they've now become harder to collect the amount of money you need in order to make those improvements.

David Galowitz:

Absolutely. And that's why we tried to be very clear in here that we're not trying to seek to amend the current land use classification or the zoning ordinance. This is just a private set of restrictions, it's a declaration and we're cleaning this up. If at some point a development becomes economically viable at this or some less density, believe me I think there would be a lot of people hopefully knocking on your door wanting to do something out there.

Michael Serpe:

I have another question. If that were to be developed as planned, let's say we didn't have the economic downturn that we're experiencing, all of that would have been a part of the homeowners association, is that right?

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Mike Pollocoff:

Right.

Michael Serpe:

I understand where the petitioner is coming from, but now if it were to go to single family, to those that are presently there paying X number of dollars for maintenance, that conceivably could be increased significantly with the less dense housing?

Mike Pollocoff:

Yeah, I mean you know you still have with higher density housing you do have some higher expenses for like public fire protection. So it's not a complete change in that, but I guess that would be something I guess I'd let you decide.

David Galowitz:

It's a very good question, Trustee Serpe, and I'd be happy to address that. There's actually two different associations out there. There's a homeowners association which broadly covers all four corners of what you see out there as Creekside Crossing Subdivision. There's also separately a condominium association which only covers the condominium components of it. The declaration that we're seeking to amend is the homeowners association, the overall one. The condominium association, again a separate association, already takes care of its own stuff. So this change shouldn't impact that association. I'm glad you brought that up. We didn't discuss the fact that there's really two associations out there.

Jean Werbie-Harris:

And maybe to further clarify is it your intention that the new area would have a separate association as well?

David Galowitz:

Yeah, I've not seen any development in the last 20 years where there isn't some association no matter what the product is.

Jean Werbie-Harris:

But that wouldn't be combined with the other two but maybe as another stand alone?

David Galowitz:

It could be a stand alone or it could be part of this association. That's something that once we know what the product is and, again, I say we as a collective we, the future developer. That most

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likely will not be us, but I would imagine that the future developer when they come to you to plat that property one of the things that's often a typical request is, okay, what are you going to do for an association, what are your covenants going to look like? That's pretty typical and I would expect that to happen here.

Steve Kumorkiewicz:

My concern is you're talking about two homeowners association, the existing one and the future one. They are all located between the same limits, it doesn't change. I can see to have two associations for that because there's going to be a problem with that. We have a . . . with that between Prairie Trails East and West . . . the five houses that were built in . . . 39th south side those five houses are included with the covenants . . . here, correct?

Jean Werbie-Harris:

No. The Woodfield Estates Subdivision, the five homes or six homes just west of 39th Avenue, south of 110th Street, they're not in the Mission Hills association.

Steve Kumorkiewicz:

No, west of 39th I'm talking about south of 110th.

Jean Werbie-Harris:

Yes, west of 39th and south of 110th that's not a part of Mission Hills.

John Steinbrink:

Okay, we're not dealing with that tonight.

Steve Kumorkiewicz:

No, no, I want to know as an example that could happen over there.

Jean Werbie-Harris:

Right, and they haven't made a decision one way or another as to how they're going to move forward with respect to combining the associations. That's what Mr. Galowitz just indicated, that they're going to wait for that development plan to be put together and brought forward, and then some decisions will be made at that time.

Steve Kumorkiewicz:

Okay.

Village Board Meeting
August 1, 2011

Michael Serpe:

I think it would be a welcome site if we just got a plan that says we're going to start building some homes. With that, let's hope that happens sooner than later. I move approval of the second amendment to the declaration of restrictions, covenants and easements.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Further discussion? Hearing none, thank you, sir.

David Galowitz:

Thank you very much. Have a good evening.

SERPE MOVED TO GRANT THE REQUEST OF THOMAS L. RICHTER OF RICHTER REALTY AND INVESTMENTS, INC. RECEIVER FOR REGENCY HILLS-CREEKSIDE CROSSING, LLC FOR THE SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR CREEKSIDE CROSSING AND CREEKSIDE CROSSING ADDITION #1 SUBDIVISIONS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0

E. Consent Agenda

- 1) Approve Operator License applications on file.**
- 2) Approve Operator License renewal late applications.**

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any discussion on Items 1 or 2?

YUHAS MOVED TO APPROVE CONSENT AGENDA ITEMS 1 & 2; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

Village Board Meeting
August 1, 2011

9. VILLAGE BOARD COMMENTS

John Steinbrink:

Once again congratulations Chelsea. Is it one year? It's not a five year term, it's a one year term. I was trying to extend it out and get you more benefits. But you're going to be going to school, too, aren't you? Okay. And where are you headed off to school at?

(Inaudible)

John Steinbrink:

Okay, not very far. The other things we have is in Pleasant Prairie we have the Extreme Home Makeover for Pleasant Prairie, Wisconsin and Pleasant Prairie and Kenosha. So if you know of a deserving family in Pleasant Prairie please contact Jean or Mike or Vesna and we'll get that forwarded. The deadline is running out here. It was extended I believe and we have a little more time with that.

I want to congratulate everybody on a very nice Prairie Family Days. It once again was geared to the family. The kids had a lot of fun. It was unfortunately a little bit too hot, but a lot of volunteers and a lot of good effort out there. I think everybody had a good time and a successful fireworks with no rain. Anytime you can get no rain and fireworks that's a good combination. Any other Board comments?

10. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY YUHAS; MOTION CARRIED AND MEETING ADJOURNED AT 6:53 P.M.

RESOLUTION #11-10

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION
OF PUBLIC IMPROVEMENTS AND LEVYING
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY
WITH THE CONSTRUCTION OF MUNICIPAL STREET IN THE VICINITY OF 97TH
STREET WEST OF 39TH AVENUE TO 43RD AVENUE; ON 98TH STREET; ON
MEADOWDALE LANE; 43RD AVENUE AND 96TH PLACE, LOCATED IN OR
ADJACENT TO MEADOWDALE ESTATES ADDITION #1**

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 1st day of May, 2011, adopted a Preliminary Resolution #11-05 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of Municipal Street in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1.

WHEREAS, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 18th day of July, 2011 for the purpose of hearing all interested persons concerning the preliminary resolution and the report speak at the hearing; and

WHEREAS, pursuant to Wisconsin State Statute 66.0703(10) the Village Board shall consider re-opening and amending Final Resolution #10-20 for the purpose of reflecting the actual increase in project expenses; and

WHEREAS, the Village Board has examined the report relating to the improvements and assessments (including the schedule of proposed assessments contained therein) and has considered the statements of those persons appearing at the public hearing;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Pleasant Prairie, as follows:

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$42,661.90. The amount assessed against each of the affected properties is listed on Schedule A.

4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
5. The property owners may, at their option, pay the assessments to the Treasurer in cash or in ten equal, annual installments, with interest from November 1, 2011 at the rate of 9% per annum on the unpaid balance. All assessments will be collected in installments as provided in the preceding sentence, except assessments with respect to which the property owner shall within 30 days from the date of the Installment Assessment Notice referred to in Section 7 below elected to pay the assessment in full as provided in such Notice.
6. The assessment on Tax Parcel No. 92-4-122-231-0080 may be deferred until the property is subdivided. At the time the property owner of this parcel subdivides the property, the entire assessment shall become due and payable.
7. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 18th day of July, 2011.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, Village President

Attest:

Jane M. Romanowski, Village Clerk

Date Adopted:

Published:



NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin has adopted a preliminary resolution declaring its intention to exercise its police power to levy special assessments pursuant to section 66.0703, Wis. Stats., upon property within the following proposed assessment district for benefits conferred upon the property for the construction of Municipal Street in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1. Pursuant to Wisconsin State Statute 66.0703(10) the Village Board shall be considering re-opening and amending Final Resolution #10-20 for the purpose of reflecting the actual increase in project expenses.

A report, the estimated cost of improvements and a schedule of proposed assessments are on file at the Pleasant Prairie Village Hall, 9915 39th Avenue, and may be inspected there during any business day between the hours of 8:00 a.m. to 5:00 p.m.

You are further notified that the Governing body will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the above described report **at 6:00 p.m. on the 16th day of May, 2011** in the Pleasant Prairie Village Hall. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Dated this 3rd day of May, 2011.

Jane M. Romanowski
Village Clerk

Published: May 6, 2011



May 3, 2011

Residents in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1:

MUNICIPAL STREET HEARING

The Village of Pleasant Prairie will be conducting a public hearing on **Monday, May 16, 2011** for the reopening of the assessment for the construction of Municipal Street in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1. The reopening of this assessment is a result of the developer defaulting on their development agreement by not providing the necessary funds to complete the improvements that were required. Although a significant amount of the improvements have already been paid for by the developer and special assessments, this reopening of the assessment for the project is needed to pay for the remaining expenses. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of the public hearing and a proposed assessment schedule.

PUBLIC HEARING MAY 16, 2011 6:00 P.M. VILLAGE HALL

The Village Board will conduct a public hearing on the project on **Monday, May 16, 2011 at 6:00 p.m.** in the Auditorium at the Village Hall, 9915 - 39th Avenue. This is the residents' opportunity to comment on the proposed project. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board.

If you have any further questions or require any additional information, please call the Village Engineer, Mike Spence, P.E., at (262) 948-8951 or myself at (262) 925-6721.

Michael R. Pollocoff
Village Administrator

Enc.

Schedule A - Assessment Schedule
Meadowdale Add #1 Additional Paving Assessment
Village of Pleasant Prairie

Original Assessment Rate: \$ 3,072.73
Additional Assessment Rate: \$ 907.70

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment	
Todd M. Hansen 7003 64th Ave. Kenosha, WI 53142 92-4-122-231-0080	3,072.73	907.70	3,980.43	-	3,980.43	Deferred Assessment
Lisa E Hrupka 7722 6th Ave. Kenosha, WI 53143 92-4-122-231-0420	3,072.73	907.70	3,980.43	-	3,980.43	
Richard J. Corbin 1961 Countryside Drive Libertyville, IL 60048 92-4-122-231-0421	3,072.73	907.70	3,980.43	-	3,980.43	
Larry & Christine Miletta 2830 104th St. Pleasant Prairie, WI 53158 92-4-122-231-0422	3,072.73	907.70	3,980.43	-	3,980.43	
Sachin H. & Ekta S. Panchal 4252 97th St. Pleasant Prairie, WI 53158 92-4-122-231-0423	3,072.73	907.70	3,980.43	-	3,980.43	
Louis D Miceli Joseph David 22W550 Broker Road Medinah, IL 60157 92-4-122-231-0467	3,072.73	907.70	3,980.43	-	3,980.43	

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0568	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0569	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0570	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0571	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0572	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0573	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0574	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0575	3,072.73	907.70	3,980.43	-	3,980.43

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0576	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0577	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0578	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0579	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0580	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0581	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0582	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0583	3,072.73	907.70	3,980.43	-	3,980.43

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0584	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0585	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0586	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0587	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0588	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0589	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0590	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0591	3,072.73	907.70	3,980.43	-	3,980.43

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0592	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0593	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0594	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0595	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0596	3,072.73	907.70	3,980.43	-	3,980.43
Mary Beth Barr 4279 97th St. Pleasant Prairie, WI 53158 92-4-122-231-0597	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0598	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0599	3,072.73	907.70	3,980.43	-	3,980.43

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0600	3,072.73	907.70	3,980.43	-	3,980.43
Mark A Dabroski Anne E. Klahn-Dabroski 610 73rd St. Kenosha, WI 53142 92-4-122-231-0601	3,072.73	907.70	3,980.43	-	3,980.43
James E. & Kimberly D. Tomic 4293 98th St. Pleasant Prairie, WI 53158 92-4-122-231-0602	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0603	3,072.73	907.70	3,980.43	-	3,980.43
<i>Gary Richard & Diane S Epping</i> <i>4329 89th Street</i> <i>Kenosha, WI 53142</i> <i>92-4-122-231-0604</i>	3,072.73	907.70	3,980.43	-	3,980.43
Raul A. & Maria C. Tocci 7901 55th Ave. Kenosha, WI 53142 92-4-122-231-0605	3,072.73	907.70	3,980.43	-	3,980.43
Jeffrey Jr. & Lana Stanich 8544 35th Ave. Kenosha, WI 53142 92-4-122-231-0606	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0607	3,072.73	907.70	3,980.43	-	3,980.43

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0608	3,072.73	907.70	3,980.43	-	3,980.43
	144,418.31	42,661.90	187,080.21	-	187,080.21

ASSESSMENT REPORT

MEADOWDALE CONCRETE PAVING

In accordance with the preliminary resolution of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on May 2, 2011 with respect to special assessments to be levied on properties benefited by the Meadowdale Concrete Paving Project, the undersigned reports as follows:

1. Plan. Attached, as Schedule A, location and parcel map for the improvements described above;
2. Cost of Improvements / Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements and the assessment rate calculation;
3. Schedule of Proposed Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
4. The new improvements include final concrete paving for existing gravel and binder base roads. The improvements will provide public sewer service and protect the public health and welfare of the citizens of the community;

The assessments set forth on Schedule C were determined on the following basis:

- Per lot. The assessment method and rate calculation is attached in Schedule B.

Dated this 2nd day of May, 2011



Michael R. Spence, P.E., Village Engineer

**SCHEDULE B
COST OF IMPROVEMENTS / ASSESSMENT METHOD & RATE
CALCULATION**



**MEADOWDALE CONCRETE PAVING
VILLAGE OF PLEASANT PRAIRIE**

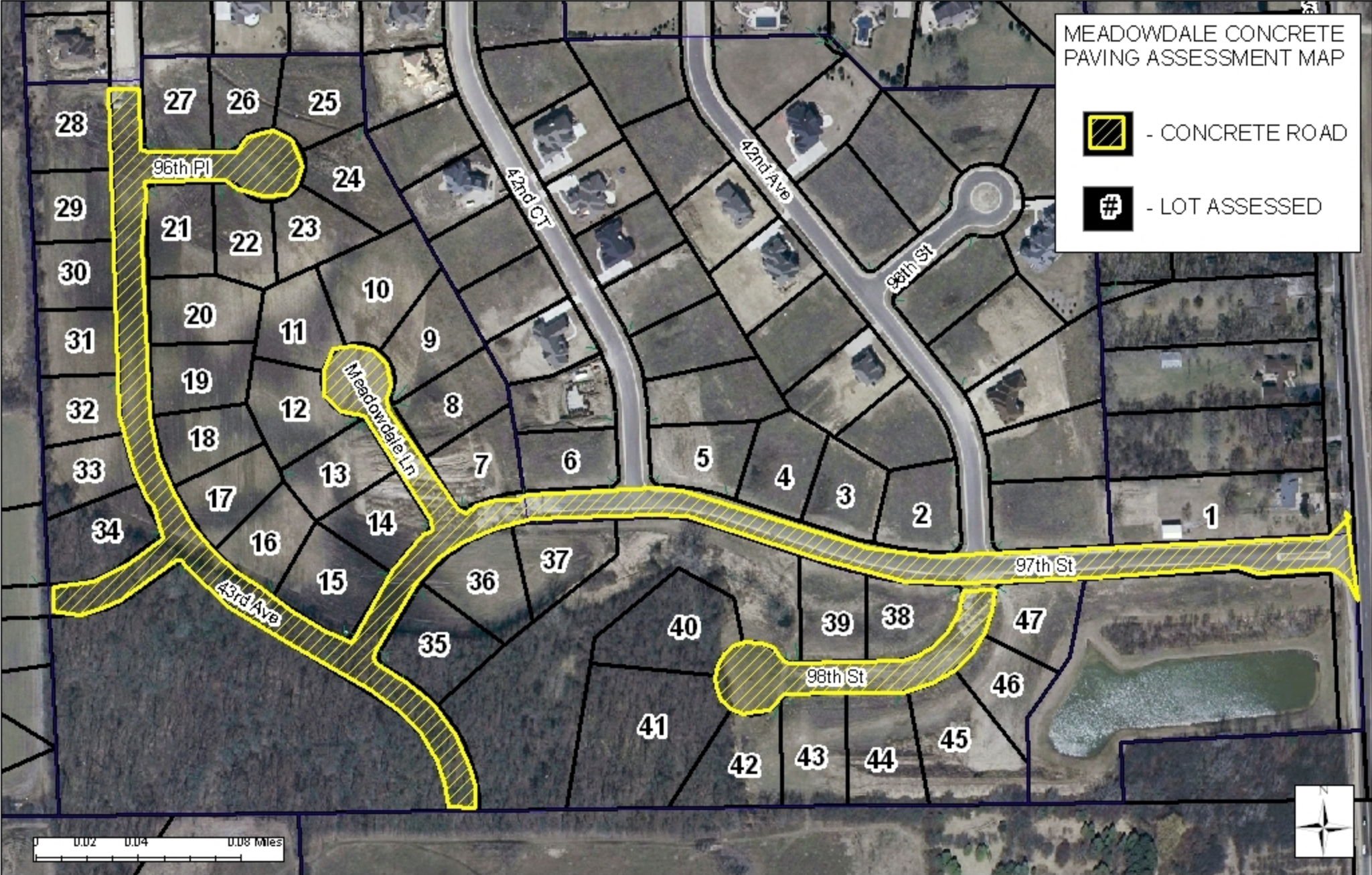
1. The Concrete Paving Project assessment rate is based on a per lot basis for benefited buildable or potential buildable lots having frontage to the road improvements.
2. The assessable project cost was determined to be the total concrete pavement project cost minus the Developer's responsible costs of paving the roads with asphalt in accordance with the Subdivision Development Agreements. There was a shortage of funds from the Developer. Therefore the assessment rate is the total assessable cost divided by the number of buildable or potential buildable lots having frontage along roads paved with concrete.

Assessment Rate Calculation

Paving - Developer Portion only	
Meadowdale - Add #1	405,673.00
97th Street	104,598.00
Paving Total	510,271.00
Engineering (Consultant and Village)	57,256.08
Storm/Sewer Televising	9,840.21
Landscaping - Special Assessment	-
Total estimated amount needed to complete:	577,367.29
Total amount in Cash on Deposit:	(517,278.60)
Total additional funds needed:	60,088.69
Adjustment in Assessment (concrete price was less than original estimate):	(17,426.69)
Revised additional funds needed:	42,662.00
Number of Lots:	47
Net Assessment per Lot	\$907.70

MEADOWDALE CONCRETE
PAVING ASSESSMENT MAP

-  - CONCRETE ROAD
-  - LOT ASSESSED



RESOLUTION #11-11

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION
OF PUBLIC IMPROVEMENTS AND LEVYING
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY
WITH THE CONSTRUCTION OF MUNICIPAL STREET AND CUL-DU-SAC
LANDSCAPING PROJECT ON 97TH STREET, 98TH STREET, MEADOWDALE LANE,
43RD AVENUE AND 96TH PLACE IN MEADOWDALE ESTATES ADDITION NO. 1**

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 2nd day of May, 2011, adopted a Preliminary Resolution #11-06 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of Municipal street and cul-du-sac landscaping project on 97th Street, 98th Street, Meadowdale Lane, 43rd Avenue and 96th Place in Meadowdale Estates Addition No. 1.

WHEREAS, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 18th day of July, 2011 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

WHEREAS, the Village Board has examined the report relating to the improvements and assessments (including the schedule of proposed assessments contained therein) and has considered the statements of those persons appearing at the public hearing;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Pleasant Prairie, as follows:

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$54,409.26. The amount assessed against each of the affected properties is listed on Schedule A.
4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

5. The property owners may, at their option, pay the active assessment to the Treasurer in cash or in ten equal, annual installments, with interest from November 1, 2011 at the rate of 9% per annum on the unpaid balance. If full payment is made within 30 days of receipt of the Installment Assessment Notice, the assessment will not have interest applied to the balance and the assessment will not appear on the annual property tax bill. If the assessment is not paid within 30 days of the receipt of the Installment Assessment Notice, the payment will revert to annual installments on the property tax bill.
6. The deferred assessment on the parcels shall be postponed until a building permit is issued or when the trees are installed, whichever comes first. At that time, the entire assessment shall become due and payable.
7. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 18th day of July, 2011.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, Village President

Attest:

Jane M. Romanowski, Village Clerk

Date Adopted:

Published:



May 3, 2011

Residents in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1:

MUNICIPAL LANDSCAPING HEARING

The Village of Pleasant Prairie will be conducting a public hearing on **Monday, May 16, 2011** for the levying of an assessment for the construction of landscaping improvements and street trees in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1. The levying of this assessment is a result of the developer defaulting on their obligations and not providing the necessary funds to complete the development. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of the public hearing and a proposed assessment schedule.

PUBLIC HEARING MAY 16, 2011 6:00 P.M. VILLAGE HALL

The Village Board will conduct a public hearing on the project on **Monday, May 16, 2011 at 6:00 p.m.** in the Auditorium at the Village Hall, 9915 - 39th Avenue. This is the residents' opportunity to comment on the proposed project. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board.

If you have any further questions or require any additional information, please call the Village Engineer, Mike Spence, P.E., at (262) 948-8951 or myself at (262) 925-6721.

Michael R. Pollocoff
Village Administrator

Enc.



NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin has adopted a preliminary resolution declaring its intention to exercise its police power to levy special assessments pursuant to section 66.0703, Wis. Stats., upon property within the following proposed assessment district for benefits conferred upon the property for the construction of Municipal Landscaping and Street Tress in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1.

A report, the estimated cost of improvements and a schedule of proposed assessments are on file at the Pleasant Prairie Village Hall, 9915 39th Avenue, and may be inspected there during any business day between the hours of 8:00 a.m. to 5:00 p.m.

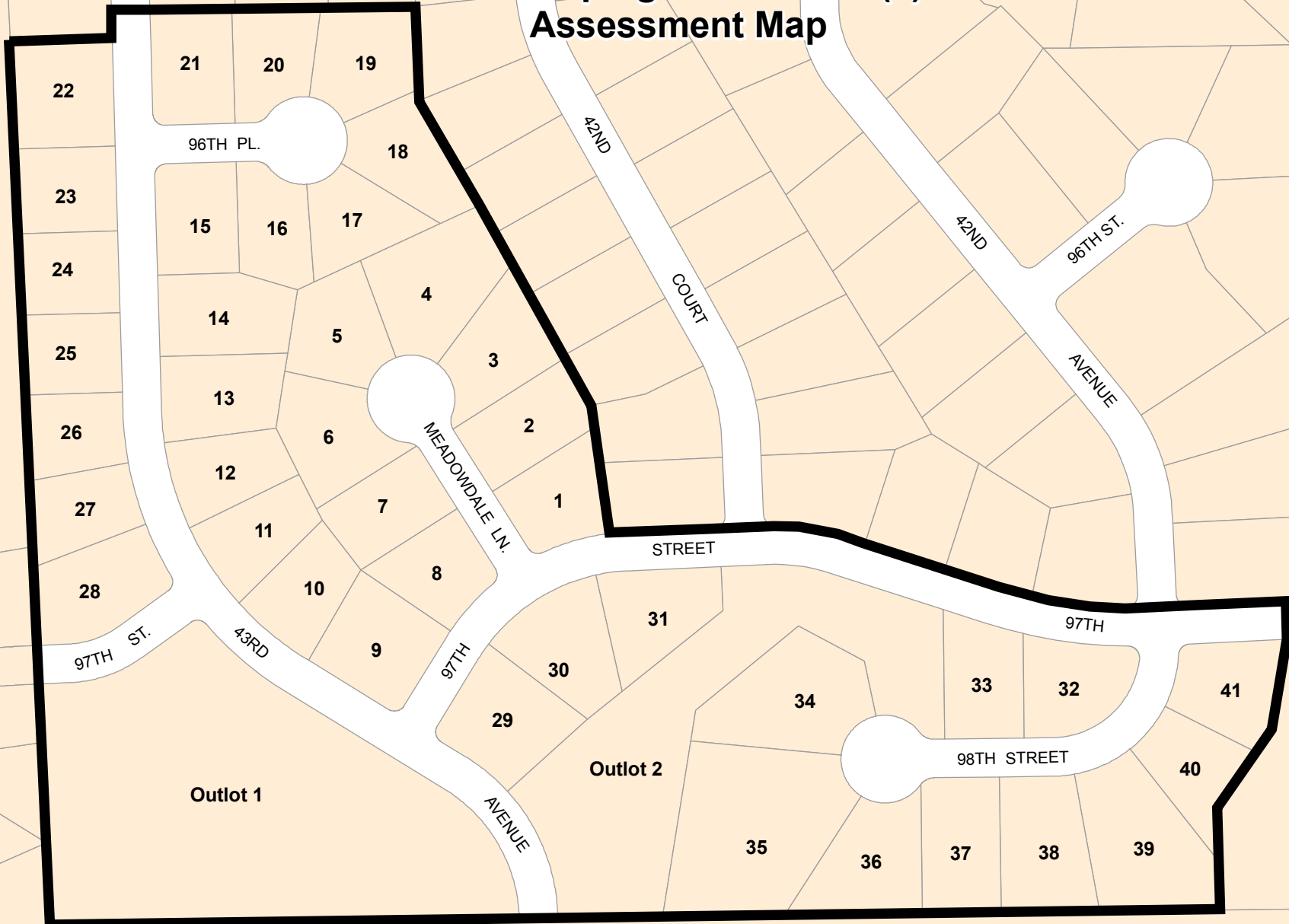
You are further notified that the Governing body will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the above described report **at 6:00 p.m. on the 16th day of May, 2011** in the Pleasant Prairie Village Hall. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Dated this 3rd day of May, 2011.

Jane M. Romanowski
Village Clerk

Published: May 6, 2011

Meadowdale Estates Addition #1 Landscaping - Street Tree(s) Assessment Map



500 250 0 500 Feet



Legend

- ASSESSMENT AREA
- 1 LOTS ASSESSED

ASSESSMENT REPORT

**MEADOWDALE ESTATES ADDITION NO. 1
LANDSCAPING – STREET TREE(S)**

In accordance with the preliminary resolution of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on May 2, 2011 with respect to special assessments to be levied on properties benefited by the Meadowdale Estates Addition No. 1 Landscaping Project, the undersigned reports as follows:

1. Plan. Attached, as Schedule A, location and parcel map for the improvements described above;
2. Cost of Improvements / Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements and the assessment rate calculation;
3. Schedule of Proposed Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
4. The new improvements include the planting of street and cul-de-sac island trees for the platted Meadowdale Estates Addition No. 1 Subdivision, in accordance with the subdivision plans and development agreement.

The assessments set forth on Schedule C were determined on the following basis:

- Per lot. The assessment method and rate calculation is attached in Schedule B.

Dated this 3rd day of May, 2011.



Michael R. Spence, P.E., Village Engineer

**SCHEDULE B
COST OF IMPROVEMENTS / ASSESSMENT METHOD & RATE
CALCULATION**

**MEADOWDALE ESTATES ADDITION NO. 1
LANDSCAPING –STREET TREE(S)
VILLAGE OF PLEASANT PRAIRIE**

1. The Landscaping Project assessment rate is based on a per street tree basis for benefited buildable or potential buildable lots having frontage to the street tree improvements.
2. The assessment rate is calculated by the total assessable project cost of the landscaping improvements divided by the number of tree(s).

Assessment Rate Calculation

Landscaping Cost:	= \$46, 818.54
Engineering (Project Administration):	= <u>\$5,000.00</u>
Project Subtotal:	= \$51,818.54
<i>Contingency (5%):</i>	= \$2,590.72
<i>Total Project Cost:</i>	= \$54,409.26 (a)
Number of Street Trees:	= 138 (b)
Assessment Rate =	= \$394.27 per Tree (a/b)

Schedule A - Assessment Schedule

Meadowdale Estates Addition No. 1

Landscaping - Street Tree(s)

Village of Pleasant Prairie

Assessment Rate: \$ / tree \$ 394.27

	Property Owner and Parcel No.	Street Trees	Cul-De-Sac / Outlot Trees	Total Assessed Trees	Street Tree Assessment	Cul-De-Sac / Outlot Assessment	Total Assessment	Active Assessment	Deferred Assessment
1	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0568	6.00	0.27	6.27	\$2,365.62	\$105.78	\$2,471.40	\$105.78	\$2,365.62
2	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0569	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
3	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0570	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$105.78	\$788.54
4	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0571	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$105.78	\$394.27
5	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0572	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$105.78	\$394.27
6	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0573	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
7	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0574	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
8	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0575	5.00	0.27	5.27	\$1,971.35	\$105.78	\$2,077.13	\$105.78	\$1,971.35
9	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0576	7.00	0.27	7.27	\$2,759.89	\$105.78	\$2,865.67	\$105.78	\$2,759.89
10	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0577	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
11	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0578	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
12	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0579	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81

Schedule A - Assessment Schedule

Meadowdale Estates Addition No. 1

Landscaping - Street Tree(s)

Village of Pleasant Prairie

Assessment Rate: \$ / tree \$ 394.27

	Property Owner and Parcel No.	Street Trees	Cul-De-Sac / Outlot Trees	Total Assessed Trees	Street Tree Assessment	Cul-De-Sac / Outlot Assessment	Total Assessment	Active Assessment	Deferred Assessment
13	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0580	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
14	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0581	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
15	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0582	6.00	0.27	6.27	\$2,365.62	\$105.78	\$2,471.40	\$105.78	\$2,365.62
16	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0583	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
17	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0584	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$105.78	\$394.27
18	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0585	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$105.78	\$788.54
19	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0586	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$105.78	\$394.27
20	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0587	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
21	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0588	5.00	0.27	5.27	\$1,971.35	\$105.78	\$2,077.13	\$105.78	\$1,971.35
22	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0589	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
23	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0590	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
24	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0591	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81

Schedule A - Assessment Schedule

Meadowdale Estates Addition No. 1

Landscaping - Street Tree(s)

Village of Pleasant Prairie

Assessment Rate: \$ / tree \$ 394.27

	Street Trees	Cul-De-Sac / Outlot Trees	Total Assessed Trees	Street Tree Assessment	Cul-De-Sac / Outlot Assessment	Total Assessment	Active Assessment	Deferred Assessment	
25	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0592	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
26	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0593	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
27	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0594	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$105.78	\$788.54
28	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0595	5.00	0.27	5.27	\$1,971.35	\$105.78	\$2,077.13	\$105.78	\$1,971.35
29	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0596	6.00	0.27	6.27	\$2,365.62	\$105.78	\$2,471.40	\$105.78	\$2,365.62
30	Mary Beth Barr 4279 97th Street Pleasant Prairie, WI 53158 92-4-122-231-0597	5.00	0.27	5.27	\$1,971.35	\$105.78	\$2,077.13	\$2,077.13	\$0.00
31	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0598	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$500.05	\$0.00
32	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0599	6.00	0.27	6.27	\$2,365.62	\$105.78	\$2,471.40	\$105.78	\$2,365.62
33	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0600	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$500.05	\$788.54
34	Mark A. Dabroski Anne E. Klahn-Dabroski 610 73rd Street Kenosha, WI 53142 92-4-122-231-0601	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$894.32	\$0.00
35	James E & Kimberly D Tomic 4293 98th Street Pleasant Prairie, WI 53158 92-4-122-231-0602	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$500.05	\$0.00
36	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0603	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$500.05	\$394.27

Schedule A - Assessment Schedule

Meadowdale Estates Addition No. 1

Landscaping - Street Tree(s)

Village of Pleasant Prairie

Assessment Rate: \$ / tree \$ 394.27

	Street Trees	Cul-De-Sac / Outlot Trees	Total Assessed Trees	Street Tree Assessment	Cul-De-Sac / Outlot Assessment	Total Assessment	Active Assessment	Deferred Assessment	
37									
Gary Richard & Diane S Epping 4329 89th Street Kenosha, WI 53142 92-4-122-231-0604									
	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81	
38									
Raul A & Maria C. Tocci 7901-55th Ave Kenosha, WI 53142 92-4-122-231-0605									
	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81	
39									
Jeffrey Jr. & Lana Stanich 4233-98th Street Pleasant Prairie, WI 53158 92-4-122-231-0606									
	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$894.32	\$0.00	
40									
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0607									
	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$105.78	\$788.54	
41									
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0608									
	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$105.78	\$788.54	
TOTALS:									
	127.00	11.00	138.0	\$50,072.29	\$4,336.97	\$54,409.26	\$9,462.48	\$44,946.78	\$54,409.26

Note(s):

1. Cul-de-Sac / Outlot Tree per lot as shown is rounded from formula 11 / 41.
2. Deferred Assessments are due when building permit is pulled or when installed - whichever is done first.



Resolution No. 11-28

**Resolution of Congratulations to
the Tuttle Family for
45 Years of Business in the Kenosha Area
and to Kiddie Kare A'Kademie during the
20th Anniversary Celebration of Your Pleasant Prairie Location**

WHEREAS, the Tuttle family has owned and operated Mr. Softee, Kiddie Kollege/A'Kademie, Canada Dry Distribution, and Treasures Christian Book & Boutique over the past forty-five years, and;

WHEREAS, the Tuttle family has owned and operated Kiddie Kare A'Kademie at its current location in the Village of Pleasant Prairie for the past twenty years, and;

WHEREAS, the Tuttle family has taken great care in contributing to the positive development of Kenosha and Pleasant Prairie's youth, and;

WHEREAS, the Tuttle family has been a valuable member of the area business community, and;

WHEREAS, during the month of August, Kiddie Kare A'Kademie will celebrate their 20th Anniversary at their current location in Pleasant Prairie on August 19, 2011.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Village of Pleasant Prairie, that the Tuttle family receives our sincere congratulations for forty five years of business in the community and that Kiddie Kare A'Kademie receives our sincere congratulations on their 20th Anniversary in the Village of Pleasant Prairie. Be it also resolved that the Tuttle family receive our sincere appreciation for their continued involvement in the community.

Considered and adopted this 15th day of August, 2011.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk



ORD. NO. 11-22

**ORDINANCE TO CREATE SECTION 348-8 D (11) OF THE
OF THE VILLAGE MUNICIPAL ORDINANCE
RELATED TO PARKING PROHIBITED
IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN**

**THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN, DO ORDAIN THAT THE SECTION 348-8 D (11) OF
THE VILLAGE MUNICIPAL CODE IS HEREBY CREATED TO READ AS FOLLOWS:**

- (11) No person shall park any motor vehicle upon on 76th and 77th Streets between the 88th Avenue and 104th Avenue right-of-ways. Such roadway shall be marked with official signs to such effect.

Adopted this 15th day of August, 2011.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____



**Village of Pleasant Prairie
Office of the Village Administrator**

To: Village Board of Trustees

**From: Michael R. Pollocoff
Village Administrator**

Date: August 12, 2011

**Re: Terminating the Collective Bargaining Agreement with
Safety Dispatchers' Local 528 of the Labor Association of
Wisconsin, Inc.**

Pursuant to Wisconsin Act 10, which eliminated collective bargaining privileges for all public employees that were not identified as exempt; I am recommending the Village Board formally notify Local 528 that no current contract is in effect and the Village views the contract as terminated. Those employees are now covered under the same work rules and provisions as the remaining general Village employees. Consequently, the local should be notified that those provisions of the contract that provide dues deduction and other benefits that are different from non-represented employees shall be terminated.



MEMO

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

TO: Mike Pollocoff, Village Administrator

FROM: Mike Spence, Village Engineer

CC: John Steinbrink, Public Works Director
Vesna Savic, Executive Secretary to the Administrator

DATE: August 10, 2011

SUBJ: Bids for South Kenosha Area Storm Sewer Phase 2

Sealed bids for the above referenced project were received until 2 p.m. on August 9, 2011, at the Village Hall Auditorium and were publicly opened and read aloud. Copies of the bid tabulation are enclosed for your reference.

The bids were for the South Kenosha Area Storm Sewer Phase 2. This is part of the CDBG project for South Kenosha. The project as bid includes the installation of 12 in to 36 inch reinforced concrete storm sewer pipe, storm manholes and catch basins in 24th and 26th Avenues, 91st Street and in the back lot lines of a number of residences.

A total of seven bids were received for this project. The low bid was submitted by Reesman's Excavating & Grading, Inc. of Burlington, WI. in the amount of \$753,396.20. The second low bid was submitted by The Wanasek Corporation of Burlington, WI. in the amount of \$770,847.00. The high bid was submitted by Globe Contractors, Inc. of Pewaukee, WI. in the amount of \$956,052.

The engineer's estimate was \$800,000. Reesman is the lowest responsive and responsible bidder. It is my opinion and that of our design engineer (see attached) that the Village award the Contract to Reesman's Excavating and Grading. However, the funds to pay for this project are coming from a Community Development Block Grant the Village received last year to address flooding in the South Kenosha area.

The grant application was submitted prior to having detailed construction design complete and was only a planning estimate. At this point the grant funding is not sufficient to cover the total project cost. Consequently the required infrastructure to address the flooding issues was more significant than planned for because of the need to construct stormwater facilities in easements in the rear lot line of individual homes.

The bid documents received were set up such that portions of the project could be deferred if funding was not available. I have reviewed the layout and recommend that Section 2 of the Project in the amount of \$435,463.95 be awarded to Reesman's Excavating at this time. This portion of the project will allow the trunk sewer line to be constructed in 24th and 26th Avenues and in 91st Street. A smaller portion of trunk line on 24th and 26th Streets and the pipelines behind the individual property lines would need to be



MEMO

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

constructed as funds become available. This amount is about 16% higher than the amount available in the grant. This could be recovered from the Clean Water Fund until additional money is made available.

I have been in contact with the CDBG coordinator to apprise him of the situation. While there are no guarantees at this point, he has indicated that he will take the project bid amount and review it for a possible increase in the amount to be made available to the Village to complete the project. He has indicated that there may be additional monies available.

It is my intent to pursue additional funding to complete the total project as designed.

Following the formal award by the Village Board, we will prepare the necessary documents for contract execution by the Village and the Contractor.

Bid Tabulation

Project Name: South Kenosha Area Storm Sewer Phase 2
Owner: Village of Pleasant Prairie
 Kenosha County, Wisconsin

Bid Date: August 9, 2011
Time: 2:00 p.m.
Project No. R10-0007-104 - Ph 2

CONTRACTOR				Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105		The Wanasek Corporation 29606 Durand Avenue Burlington, WI 53105		Willkomm Exc. & Grdg., Inc. 17108 County Line Road Union Grove, WI 53182		D K Contractors, Inc. 11013 - 122nd Street Pleasant Prairie, WI 53158		A. W. Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406	
BID SECURITY				5% BB X		5% BB X		5% BB X		5% BB X		5% BB X	
ADDENDUM NO. 1				X		X*		X		X		X	
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
Section 1 - Sheet 2 (24th Avenue - Station 10+30 to Station 13+78.5):													
1	Remove Culvert	EA	1	\$195.00	\$195.00	\$730.00	\$730.00	\$307.00	\$307.00	\$468.00	\$468.00	\$1,800.00	\$1,800.00
2	Reinforced Concrete Pipe, Class IV, 12"	LF	77	\$68.80	\$5,297.60	\$50.00	\$3,850.00	\$74.00	\$5,698.00	\$57.00	\$4,389.00	\$97.00	\$7,469.00
3	Reinforced Concrete Pipe, Class IV, 15"	LF	340	\$83.00	\$28,220.00	\$60.00	\$20,400.00	\$86.00	\$29,240.00	\$69.00	\$23,460.00	\$93.00	\$31,620.00
3.1	Reinforced Concrete Apron Endwalls, 15"	EA	1	\$330.00	\$330.00	\$1,400.00	\$1,400.00	\$812.00	\$812.00	\$3,438.00	\$3,438.00	\$880.00	\$880.00
4	4" Sump Pump Laterals (5 Units)	LF	105	\$40.50	\$4,252.50	\$55.00	\$5,775.00	\$46.00	\$4,830.00	\$47.00	\$4,935.00	\$76.00	\$7,980.00
5	Manhole 48" Diameter (3 Units)	VF	14	\$405.00	\$5,670.00	\$480.00	\$6,720.00	\$455.00	\$6,370.00	\$513.00	\$7,182.00	\$210.00	\$2,940.00
6	Catch Basin, 48" Diameter (4 Units)	VF	13	\$460.00	\$5,980.00	\$630.00	\$8,190.00	\$537.00	\$6,981.00	\$633.00	\$8,229.00	\$230.00	\$2,990.00
Subtotal - Section 1, Items 1 thru 6, Inclusive...				Subtotal	\$49,945.10	Subtotal	\$47,065.00	Subtotal	\$54,238.00	Subtotal	\$52,101.00	Subtotal	\$55,679.00
Section 2 - Sheets 2 through 8 (24th Avenue - Station 13+78.5 to Station 26+00; 91st Street - Station 50+00 to Station 59+00; and 26th Avenue - Station 37+00 to Station 44+50):													
7	Reinforced Concrete Pipe, Class IV, 12"	LF	434	\$77.75	\$33,743.50	\$64.00	\$27,776.00	\$82.00	\$35,588.00	\$59.00	\$25,606.00	\$97.00	\$42,098.00
8	Reinforced Concrete Pipe, Class IV, 15"	LF	809	\$66.00	\$53,394.00	\$73.00	\$59,057.00	\$95.00	\$76,855.00	\$70.00	\$56,630.00	\$93.00	\$75,237.00
9	Reinforced Concrete Pipe, Class III, 18"	LF	13	\$75.00	\$975.00	\$81.00	\$1,053.00	\$127.00	\$1,651.00	\$87.00	\$1,131.00	\$93.00	\$1,209.00
10	Reinforced Concrete Pipe, Class III, 21"	LF	257	\$90.60	\$23,284.20	\$90.00	\$23,130.00	\$107.00	\$27,499.00	\$99.00	\$25,443.00	\$100.00	\$25,700.00
11	Reinforced Concrete Pipe, Class III, 24"	LF	35	\$97.50	\$3,412.50	\$102.00	\$3,570.00	\$111.00	\$3,885.00	\$100.00	\$3,500.00	\$110.00	\$3,850.00
12	Reinforced Concrete Pipe, Class III, 27"	LF	1,096	\$102.00	\$111,792.00	\$106.00	\$116,176.00	\$124.00	\$135,904.00	\$139.00	\$152,344.00	\$130.00	\$142,480.00
13	Reinforced Concrete Pipe, Class III, 36"	LF	444	\$126.00	\$55,944.00	\$135.00	\$59,940.00	\$151.00	\$67,044.00	\$142.00	\$63,048.00	\$150.00	\$66,600.00
14	4" Sump Pump Laterals (27 Units)	LF	538	\$55.00	\$29,590.00	\$38.00	\$20,444.00	\$46.00	\$24,748.00	\$47.00	\$25,286.00	\$76.00	\$40,888.00
15	6" Sump Pump Tile Line	LF	195	\$54.00	\$10,530.00	\$43.00	\$8,385.00	\$34.00	\$6,630.00	\$46.00	\$8,970.00	\$77.00	\$15,015.00
16	6" Sump Pump Tile Line Cleanout	EA	2	\$296.00	\$592.00	\$610.00	\$1,220.00	\$346.00	\$692.00	\$1,876.00	\$3,752.00	\$520.00	\$1,040.00
17	Manhole, 48" Diameter (5 Units)	VF	28	\$345.50	\$9,674.00	\$410.00	\$11,480.00	\$323.00	\$9,044.00	\$472.00	\$13,216.00	\$210.00	\$5,880.00
18	Manhole, 60" Diameter (10 Units)	VF	67	\$408.00	\$27,336.00	\$470.00	\$31,490.00	\$402.00	\$26,934.00	\$490.00	\$32,830.00	\$380.00	\$25,460.00
19	Manhole, 72" Diameter (1 Unit)	VF	8	\$431.50	\$3,452.00	\$475.00	\$3,800.00	\$469.00	\$3,752.00	\$554.00	\$4,432.00	\$550.00	\$4,400.00
20	Inlet Manhole, 48" Diameter (6 Units)	VF	28	\$373.40	\$10,455.20	\$475.00	\$13,300.00	\$391.00	\$10,948.00	\$518.00	\$14,504.00	\$210.00	\$5,880.00
21	Inlet Manhole, 60" Diameter (1 Unit)	VF	6	\$383.00	\$2,298.00	\$490.00	\$2,940.00	\$454.00	\$2,724.00	\$503.00	\$3,018.00	\$380.00	\$2,280.00
22	Catch Basin, 48" Diameter (18 Units)	VF	65	\$443.50	\$28,827.50	\$575.00	\$37,375.00	\$483.00	\$31,395.00	\$590.00	\$38,350.00	\$210.00	\$13,650.00
23	8" Water Main Offset	EA	4	\$4,135.00	\$16,540.00	\$6,500.00	\$26,000.00	\$3,310.00	\$13,240.00	\$5,097.00	\$20,388.00	\$4,100.00	\$16,400.00

Bid Tabulation

Project Name: South Kenosha Area Storm Sewer Phase 2
Owner: Village of Pleasant Prairie
 Kenosha County, Wisconsin

Bid Date: August 9, 2011
Time: 2:00 p.m.
Project No. R10-0007-104 - Ph 2

CONTRACTOR				Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105		The Wanasek Corporation 29606 Durand Avenue Burlington, WI 53105		Willkomm Exc. & Grdg., Inc. 17108 County Line Road Union Grove, WI 53182		D K Contractors, Inc. 11013 - 122nd Street Pleasant Prairie, WI 53158		A. W. Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406	
BID SECURITY				5% BB X		5% BB X		5% BB X		5% BB X		5% BB X	
ADDENDUM NO. 1				X		X*		X		X		X	
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
24	Relay Water Service	LF	120	\$116.00	\$13,920.00	\$65.00	\$7,800.00	\$95.00	\$11,400.00	\$138.00	\$16,560.00	\$100.00	\$12,000.00
Subtotal - Section 2, Items 7 thru 24, Inclusive...				Subtotal	\$435,759.90	Subtotal	\$454,936.00	Subtotal	\$489,933.00	Subtotal	\$509,008.00	Subtotal	\$500,067.00
Section 3 - Sheets 9 to 10 (Village Property - Station 100+00 to Station 106+00 and 26th Avenue - Station 30+90 to Station 34+20):													
25	Remove Culvert	EA	3	\$195.00	\$585.00	\$750.00	\$2,250.00	\$712.00	\$2,136.00	\$608.00	\$1,824.00	\$1,800.00	\$5,400.00
26	Remove Storm Sewer Pipe	LF	45	\$18.35	\$825.75	\$60.00	\$2,700.00	\$28.50	\$1,282.50	\$15.00	\$675.00	\$34.00	\$1,530.00
27	Remove Structure	EA	1	\$290.00	\$290.00	\$735.00	\$735.00	\$986.00	\$986.00	\$357.00	\$357.00	\$450.00	\$450.00
28	Reinforced Concrete Pipe, Class IV, 12"	LF	72	\$83.60	\$6,019.20	\$71.00	\$5,112.00	\$88.00	\$6,336.00	\$45.00	\$3,240.00	\$97.00	\$6,984.00
29	High Density Polyethylene Pipe (HDPE), 12"	LF	70	\$45.00	\$3,150.00	\$52.00	\$3,640.00	\$44.00	\$3,080.00	\$57.00	\$3,990.00	\$80.00	\$5,600.00
30	Reinforced Concrete Pipe, Class IV, 15"	LF	175	\$53.50	\$9,362.50	\$71.00	\$12,425.00	\$41.00	\$7,175.00	\$55.00	\$9,625.00	\$93.00	\$16,275.00
31	Reinforced Concrete Pipe, Class III, 18"	LF	153	\$65.00	\$9,945.00	\$78.00	\$11,934.00	\$57.00	\$8,721.00	\$64.00	\$9,792.00	\$93.00	\$14,229.00
32	Reinforced Concrete Pipe, Class III, 21"	LF	47	\$103.00	\$4,841.00	\$90.00	\$4,230.00	\$117.00	\$5,499.00	\$104.00	\$4,888.00	\$100.00	\$4,700.00
33	Reinforced Concrete Pipe, Class III, 24"	LF	299	\$112.50	\$33,637.50	\$90.00	\$26,910.00	\$124.00	\$37,076.00	\$99.00	\$29,601.00	\$110.00	\$32,890.00
34	High Density Polyethylene Pipe (HDPE), 24"	LF	229	\$60.00	\$13,740.00	\$68.00	\$15,572.00	\$55.00	\$12,595.00	\$77.00	\$17,633.00	\$95.00	\$21,755.00
35	Reinforced Concrete Apron Endwalls, 24" with Grate	EA	1	\$915.00	\$915.00	\$2,060.00	\$2,060.00	\$1,400.00	\$1,400.00	\$1,588.00	\$1,588.00	\$1,100.00	\$1,100.00
36	4" Sump Pump Laterals (4 Units)	LF	100	\$55.00	\$5,500.00	\$57.00	\$5,700.00	\$54.00	\$5,400.00	\$49.00	\$4,900.00	\$76.00	\$7,600.00
37	Manhole 48" Diameter (4 Units)	VF	20	\$354.00	\$7,080.00	\$450.00	\$9,000.00	\$357.00	\$7,140.00	\$535.00	\$10,700.00	\$210.00	\$4,200.00
38	Inlet Manhole, 48" Diameter (6 Units)	VF	29	\$378.00	\$10,962.00	\$420.00	\$12,180.00	\$444.00	\$12,876.00	\$528.00	\$15,312.00	\$210.00	\$6,090.00
39	Catch Basin, 48" Diameter (2 Units)	VF	6	\$522.50	\$3,135.00	\$675.00	\$4,050.00	\$572.00	\$3,432.00	\$699.00	\$4,194.00	\$210.00	\$1,260.00
40	6" Hydrant Lead Offset	EA	1	\$4,120.00	\$4,120.00	\$5,445.00	\$5,445.00	\$3,202.00	\$3,202.00	\$5,275.00	\$5,275.00	\$4,000.00	\$4,000.00
41	8" Water Main Offset	EA	2	\$4,135.00	\$8,270.00	\$6,500.00	\$13,000.00	\$3,310.00	\$6,620.00	\$5,381.00	\$10,762.00	\$4,100.00	\$8,200.00
42	Relay Water Service	LF	30	\$122.00	\$3,660.00	\$45.00	\$1,350.00	\$102.00	\$3,060.00	\$169.00	\$5,070.00	\$100.00	\$3,000.00
43	Medium Riprap With Geotextile Fabric	CY	6	\$71.00	\$426.00	\$120.00	\$720.00	\$99.00	\$594.00	\$126.00	\$756.00	\$290.00	\$1,740.00
Subtotal - Section 3, Items 25 thru 43, Inclusive...				Subtotal	\$126,463.95	Subtotal	\$139,013.00	Subtotal	\$128,610.50	Subtotal	\$140,182.00	Subtotal	\$147,003.00

Bid Tabulation

Project Name: South Kenosha Area Storm Sewer Phase 2
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: August 9, 2011
Time: 2:00 p.m.
Project No. R10-0007-104 - Ph 2

CONTRACTOR				Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105		The Wanasek Corporation 29606 Durand Avenue Burlington, WI 53105		Willkomm Exc. & Grdg., Inc. 17108 County Line Road Union Grove, WI 53182		D K Contractors, Inc. 11013 - 122nd Street Pleasant Prairie, WI 53158		A. W. Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406											
BID SECURITY				5% BB X		5% BB X		5% BB X		5% BB X		5% BB X											
ADDENDUM NO. 1				X		X*		X		X		X											
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total										
Section 4 - Sheet 3 (Easement at Station 19+60 on Property at 2316 - 91st Street):																							
44	Reinforced Concrete Pipe, Class IV, 12"	LF	90	\$68.75	\$6,187.50	\$65.00	\$5,850.00	\$45.00	\$4,050.00	\$62.00	\$5,580.00	\$97.00	\$8,730.00										
45	Inlet Manhole, 48" Diameter (1 Unit)	VF	3	\$500.00	\$1,500.00	\$685.00	\$2,055.00	\$655.00	\$1,965.00	\$724.00	\$2,172.00	\$210.00	\$630.00										
Subtotal - Section 4, Items 44 thru 45, Inclusive...				Subtotal		\$7,687.50		Subtotal		\$7,905.00		Subtotal		\$6,015.00		Subtotal		\$7,752.00		Subtotal		\$9,360.00	
Section 5 - Sheet 11 (Easement - Station 70+20 to Station 71+60):																							
46	High Density Polyethylene Pipe (HDPE), 12"	LF	127	\$47.25	\$6,000.75	\$60.00	\$7,620.00	\$37.00	\$4,699.00	\$46.00	\$5,842.00	\$80.00	\$10,160.00										
47	Inlet Manhole, 48" Diameter (1 Unit)	VF	3	\$558.00	\$1,674.00	\$650.00	\$1,950.00	\$655.00	\$1,965.00	\$737.00	\$2,211.00	\$210.00	\$630.00										
Subtotal - Section 5, Items 46 thru 47, Inclusive...				Subtotal		\$7,674.75		Subtotal		\$9,570.00		Subtotal		\$6,664.00		Subtotal		\$8,053.00		Subtotal		\$10,790.00	
Section 6 - Sheet 12 (Easement - Station 60+20 to Station 63+60):																							
48	High Density Polyethylene Pipe (HDPE), 15"	LF	142	\$62.00	\$8,804.00	\$55.00	\$7,810.00	\$52.00	\$7,384.00	\$52.00	\$7,384.00	\$83.00	\$11,786.00										
49	Reinforced Concrete Pipe, Class III, 18"	LF	50	\$79.00	\$3,950.00	\$66.00	\$3,300.00	\$70.00	\$3,500.00	\$82.00	\$4,100.00	\$93.00	\$4,650.00										
50	High Density Polyethylene Pipe (HDPE), 18"	LF	125	\$62.00	\$7,750.00	\$52.00	\$6,500.00	\$56.00	\$7,000.00	\$61.00	\$7,625.00	\$87.00	\$10,875.00										
51	Inlet Manhole, 48" Diameter (4 Units)	VF	18	\$388.00	\$6,984.00	\$460.00	\$8,280.00	\$415.00	\$7,470.00	\$550.00	\$9,900.00	\$210.00	\$3,780.00										
52	8" Water Main Offset	EA	1	\$4,135.00	\$4,135.00	\$7,500.00	\$7,500.00	\$3,310.00	\$3,310.00	\$5,510.00	\$5,510.00	\$4,100.00	\$4,100.00										
Subtotal - Section 6, Items 48 thru 52, Inclusive...				Subtotal		\$31,623.00		Subtotal		\$33,390.00		Subtotal		\$28,664.00		Subtotal		\$34,519.00		Subtotal		\$35,191.00	
Section 7 - Sheet 13 (Easement - Station 79+90 to Station 82+82):																							
53	High Density Polyethylene Pipe (HDPE), 15"	LF	128	\$49.25	\$6,304.00	\$45.00	\$5,760.00	\$33.00	\$4,224.00	\$52.00	\$6,656.00	\$83.00	\$10,624.00										
54	High Density Polyethylene Pipe (HDPE), 18"	LF	107	\$57.00	\$6,099.00	\$52.00	\$5,564.00	\$46.00	\$4,922.00	\$61.00	\$6,527.00	\$87.00	\$9,309.00										

Bid Tabulation

Project Name: South Kenosha Area Storm Sewer Phase 2
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: August 9, 2011
Time: 2:00 p.m.
Project No. R10-0007-104 - Ph 2

CONTRACTOR				Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105		The Wanasek Corporation 29606 Durand Avenue Burlington, WI 53105		Willkomm Exc. & Grdg., Inc. 17108 County Line Road Union Grove, WI 53182		D K Contractors, Inc. 11013 - 122nd Street Pleasant Prairie, WI 53158		A. W. Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406	
BID SECURITY				5% BB X		5% BB X		5% BB X		5% BB X		5% BB X	
ADDENDUM NO. 1				X		X*		X		X		X	
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
55	4" Sump Pump Laterals (2 Units)	LF	64	\$36.00	\$2,304.00	\$55.00	\$3,520.00	\$37.00	\$2,368.00	\$46.00	\$2,944.00	\$76.00	\$4,864.00
56	Inlet Manhole, 48" Diameter (2 Units)	VF	9	\$390.00	\$3,510.00	\$465.00	\$4,185.00	\$509.00	\$4,581.00	\$558.00	\$5,022.00	\$210.00	\$1,890.00
Subtotal - Section 7, Items 53 thru 56, Inclusive...				Subtotal \$18,217.00		Subtotal \$19,029.00		Subtotal \$16,095.00		Subtotal \$21,149.00		Subtotal \$26,687.00	
Section 8 - Sheets 14 to 15 (Easement - Station 90+00 to Station 98+60):													
57	High Density Polyethylene Pipe (HDPE), 15"	LF	328	\$74.00	\$24,272.00	\$50.00	\$16,400.00	\$39.00	\$12,792.00	\$51.00	\$16,728.00	\$83.00	\$27,224.00
58	High Density Polyethylene Pipe (HDPE), 18"	LF	253	\$75.00	\$18,975.00	\$55.00	\$13,915.00	\$46.00	\$11,638.00	\$60.00	\$15,180.00	\$87.00	\$22,011.00
59	High Density Polyethylene Pipe (HDPE), 24"	LF	203	\$90.00	\$18,270.00	\$68.00	\$13,804.00	\$58.00	\$11,774.00	\$77.00	\$15,631.00	\$95.00	\$19,285.00
60	Inlet Manhole, 48" Diameter (5 Units)	VF	16	\$499.00	\$7,984.00	\$550.00	\$8,800.00	\$677.00	\$10,832.00	\$704.00	\$11,264.00	\$210.00	\$3,360.00
Subtotal - Section 8, Items 57 thru 60, Inclusive...				Subtotal \$69,501.00		Subtotal \$52,919.00		Subtotal \$47,036.00		Subtotal \$58,803.00		Subtotal \$71,880.00	
Section 9 - Sheet 7 (Easement at Station 38+84.5 on Property at 9039 - 26th Avenue):													
61	High Density Polyethylene Pipe (HDPE), 12"	LF	82	\$59.00	\$4,838.00	\$60.00	\$4,920.00	\$32.00	\$2,624.00	\$58.00	\$4,756.00	\$80.00	\$6,560.00
62	Inlet Manhole, 48" Diameter (1 Unit)	VF	3	\$562.00	\$1,686.00	\$700.00	\$2,100.00	\$655.00	\$1,965.00	\$724.00	\$2,172.00	\$210.00	\$630.00
Subtotal - Section 9, Items 61 thru 62, Inclusive...				Subtotal \$6,524.00		Subtotal \$7,020.00		Subtotal \$4,589.00		Subtotal \$6,928.00		Subtotal \$7,190.00	
TOTAL - (BASE BID) - SECTION 1 thru 9; ITEMS 1 - 62, INCLUSIVE...				Total \$753,396.20		Total \$770,847.00		Total \$781,844.50		Total \$838,495.00		Total \$863,847.00	

*Note: Addendum No. 1 was acknowledged but not included with Bid.

Bid Tabulation

Project Name: South Kenosha Area Storm Sewer Phase 2
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: August 9, 2011
Time: 2:00 p.m.
Project No. R10-0007-104 - Ph 2

CONTRACTOR				Mann Bros., Inc. P.O. Box 48 Elkhorn, WI 53121		Globe Contractors, Inc. N50 W23076 Betker Road Pewaukee, WI 53072					
BID SECURITY				5% BB X		5% BB X		5% BB		5% BB	
ADDENDUM NO. 1				X*		X					
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total
Section 1 - Sheet 2 (24th Avenue - Station 10+30 to Station 13+78.5):											
1	Remove Culvert	EA	1	\$767.00	\$767.00	\$400.00	\$400.00				
2	Reinforced Concrete Pipe, Class IV, 12"	LF	77	\$117.00	\$9,009.00	\$100.00	\$7,700.00				
3	Reinforced Concrete Pipe, Class IV, 15"	LF	340	\$119.00	\$40,460.00	\$102.00	\$34,680.00				
3.1	Reinforced Concrete Apron Endwalls, 15"	EA	1	\$792.00	\$792.00	\$600.00	\$600.00				
4	4" Sump Pump Laterals (5 Units)	LF	105	\$39.00	\$4,095.00	\$90.00	\$9,450.00				
5	Manhole 48" Diameter (3 Units)	VF	14	\$377.00	\$5,278.00	\$350.00	\$4,900.00				
6	Catch Basin, 48" Diameter (4 Units)	VF	13	\$486.00	\$6,318.00	\$400.00	\$5,200.00				
Subtotal - Section 1, Items 1 thru 6, Inclusive...				Subtotal	\$66,719.00	Subtotal	\$62,930.00	Subtotal		Subtotal	
Section 2 - Sheets 2 through 8 (24th Avenue - Station 13+78.5 to Station 26+00; 91st Street - Station 50+00 to Station 59+00; and 26th Avenue - Station 37+00 to Station 44+50):											
7	Reinforced Concrete Pipe, Class IV, 12"	LF	434	\$117.00	\$50,778.00	\$100.00	\$43,400.00				
8	Reinforced Concrete Pipe, Class IV, 15"	LF	809	\$119.00	\$96,271.00	\$102.00	\$82,518.00				
9	Reinforced Concrete Pipe, Class III, 18"	LF	13	\$122.00	\$1,586.00	\$102.00	\$1,326.00				
10	Reinforced Concrete Pipe, Class III, 21"	LF	257	\$126.00	\$32,382.00	\$120.00	\$30,840.00				
11	Reinforced Concrete Pipe, Class III, 24"	LF	35	\$138.00	\$4,830.00	\$124.00	\$4,340.00				
12	Reinforced Concrete Pipe, Class III, 27"	LF	1,096	\$148.00	\$162,208.00	\$138.00	\$151,248.00				
13	Reinforced Concrete Pipe, Class III, 36"	LF	444	\$164.00	\$72,816.00	\$164.00	\$72,816.00				
14	4" Sump Pump Laterals (27 Units)	LF	538	\$34.00	\$18,292.00	\$90.00	\$48,420.00				
15	6" Sump Pump Tile Line	LF	195	\$39.00	\$7,605.00	\$70.00	\$13,650.00				
16	6" Sump Pump Tile Line Cleanout	EA	2	\$263.00	\$526.00	\$300.00	\$600.00				
17	Manhole, 48" Diameter (5 Units)	VF	28	\$338.00	\$9,464.00	\$350.00	\$9,800.00				
18	Manhole, 60" Diameter (10 Units)	VF	67	\$369.00	\$24,723.00	\$450.00	\$30,150.00				
19	Manhole, 72" Diameter (1 Unit)	VF	8	\$362.00	\$2,896.00	\$500.00	\$4,000.00				
20	Inlet Manhole, 48" Diameter (6 Units)	VF	28	\$364.00	\$10,192.00	\$350.00	\$9,800.00				
21	Inlet Manhole, 60" Diameter (1 Unit)	VF	6	\$287.00	\$1,722.00	\$450.00	\$2,700.00				
22	Catch Basin, 48" Diameter (18 Units)	VF	65	\$460.00	\$29,900.00	\$400.00	\$26,000.00				
23	8" Water Main Offset	EA	4	\$6,908.00	\$27,632.00	\$4,500.00	\$18,000.00				

Bid Tabulation

Project Name: South Kenosha Area Storm Sewer Phase 2
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: August 9, 2011
Time: 2:00 p.m.
Project No. R10-0007-104 - Ph 2

CONTRACTOR				Mann Bros., Inc. P.O. Box 48 Elkhorn, WI 53121		Globe Contractors, Inc. N50 W23076 Betker Road Pewaukee, WI 53072					
BID SECURITY				5% BB X		5% BB X		5% BB		5% BB	
ADDENDUM NO. 1				X*		X					
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total
24	Relay Water Service	LF	120	\$34.00	\$4,080.00	\$85.00	\$10,200.00				
Subtotal - Section 2, Items 7 thru 24, Inclusive...				Subtotal	\$557,903.00	Subtotal	\$559,808.00	Subtotal		Subtotal	
Section 3 - Sheets 9 to 10 (Village Property - Station 100+00 to Station 106+00 and 26th Avenue - Station 30+90 to Station 34+20):											
25	Remove Culvert	EA	3	\$767.00	\$2,301.00	\$400.00	\$1,200.00				
26	Remove Storm Sewer Pipe	LF	45	\$17.00	\$765.00	\$20.00	\$900.00				
27	Remove Structure	EA	1	\$767.00	\$767.00	\$300.00	\$300.00				
28	Reinforced Concrete Pipe, Class IV, 12"	LF	72	\$117.00	\$8,424.00	\$100.00	\$7,200.00				
29	High Density Polyethylene Pipe (HDPE), 12"	LF	70	\$71.00	\$4,970.00	\$86.00	\$6,020.00				
30	Reinforced Concrete Pipe, Class IV, 15"	LF	175	\$119.00	\$20,825.00	\$102.00	\$17,850.00				
31	Reinforced Concrete Pipe, Class III, 18"	LF	153	\$122.00	\$18,666.00	\$102.00	\$15,606.00				
32	Reinforced Concrete Pipe, Class III, 21"	LF	47	\$126.00	\$5,922.00	\$120.00	\$5,640.00				
33	Reinforced Concrete Pipe, Class III, 24"	LF	299	\$138.00	\$41,262.00	\$124.00	\$37,076.00				
34	High Density Polyethylene Pipe (HDPE), 24"	LF	229	\$56.00	\$12,824.00	\$94.00	\$21,526.00				
35	Reinforced Concrete Apron Endwalls, 24" with Grate	EA	1	\$709.00	\$709.00	\$1,000.00	\$1,000.00				
36	4" Sump Pump Laterals (4 Units)	LF	100	\$39.00	\$3,900.00	\$90.00	\$9,000.00				
37	Manhole 48" Diameter (4 Units)	VF	20	\$370.00	\$7,400.00	\$350.00	\$7,000.00				
38	Inlet Manhole, 48" Diameter (6 Units)	VF	29	\$358.00	\$10,382.00	\$350.00	\$10,150.00				
39	Catch Basin, 48" Diameter (2 Units)	VF	6	\$541.00	\$3,246.00	\$400.00	\$2,400.00				
40	6" Hydrant Lead Offset	EA	1	\$6,908.00	\$6,908.00	\$4,000.00	\$4,000.00				
41	8" Water Main Offset	EA	2	\$6,908.00	\$13,816.00	\$4,500.00	\$9,000.00				
42	Relay Water Service	LF	30	\$34.00	\$1,020.00	\$85.00	\$2,550.00				
43	Medium Riprap With Geotextile Fabric	CY	6	\$92.00	\$552.00	\$60.00	\$360.00				
Subtotal - Section 3, Items 25 thru 43, Inclusive...				Subtotal	\$164,659.00	Subtotal	\$158,778.00	Subtotal		Subtotal	

Bid Tabulation

Project Name: South Kenosha Area Storm Sewer Phase 2
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: August 9, 2011
Time: 2:00 p.m.
Project No. R10-0007-104 - Ph 2

CONTRACTOR				Mann Bros., Inc. P.O. Box 48 Elkhorn, WI 53121		Globe Contractors, Inc. N50 W23076 Betker Road Pewaukee, WI 53072					
BID SECURITY				5% BB X		5% BB X		5% BB		5% BB	
ADDENDUM NO. 1				X*		X					
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total
Section 4 - Sheet 3 (Easement at Station 19+60 on Property at 2316 - 91st Street):											
44	Reinforced Concrete Pipe, Class IV, 12"	LF	90	\$67.00	\$6,030.00	\$100.00	\$9,000.00				
45	Inlet Manhole, 48" Diameter (1 Unit)	VF	3	\$566.00	\$1,698.00	\$350.00	\$1,050.00				
Subtotal - Section 4, Items 44 thru 45, Inclusive...				Subtotal	\$7,728.00	Subtotal	\$10,050.00	Subtotal		Subtotal	
Section 5 - Sheet 11 (Easement - Station 70+20 to Station 71+60):											
46	High Density Polyethylene Pipe (HDPE), 12"	LF	127	\$35.00	\$4,445.00	\$86.00	\$10,922.00				
47	Inlet Manhole, 48" Diameter (1 Unit)	VF	3	\$566.00	\$1,698.00	\$350.00	\$1,050.00				
Subtotal - Section 5, Items 46 thru 47, Inclusive...				Subtotal	\$6,143.00	Subtotal	\$11,972.00	Subtotal		Subtotal	
Section 6 - Sheet 12 (Easement - Station 60+20 to Station 63+60):											
48	High Density Polyethylene Pipe (HDPE), 15"	LF	142	\$45.00	\$6,390.00	\$87.00	\$12,354.00				
49	Reinforced Concrete Pipe, Class III, 18"	LF	50	\$72.00	\$3,600.00	\$102.00	\$5,100.00				
50	High Density Polyethylene Pipe (HDPE), 18"	LF	125	\$41.00	\$5,125.00	\$88.00	\$11,000.00				
51	Inlet Manhole, 48" Diameter (4 Units)	VF	18	\$549.00	\$9,882.00	\$350.00	\$6,300.00				
52	8" Water Main Offset	EA	1	\$6,908.00	\$6,908.00	\$4,500.00	\$4,500.00				
Subtotal - Section 6, Items 48 thru 52, Inclusive...				Subtotal	\$31,905.00	Subtotal	\$39,254.00	Subtotal		Subtotal	
Section 7 - Sheet 13 (Easement - Station 79+90 to Station 82+82):											
53	High Density Polyethylene Pipe (HDPE), 15"	LF	128	\$45.00	\$5,760.00	\$87.00	\$11,136.00				
54	High Density Polyethylene Pipe (HDPE), 18"	LF	107	\$41.00	\$4,387.00	\$90.00	\$9,630.00				

Bid Tabulation

Project Name: South Kenosha Area Storm Sewer Phase 2
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: August 9, 2011
Time: 2:00 p.m.
Project No. R10-0007-104 - Ph 2

CONTRACTOR				Mann Bros., Inc. P.O. Box 48 Elkhorn, WI 53121		Globe Contractors, Inc. N50 W23076 Betker Road Pewaukee, WI 53072					
BID SECURITY				5% BB X		5% BB X		5% BB		5% BB	
ADDENDUM NO. 1				X*		X					
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total
55	4" Sump Pump Laterals (2 Units)	LF	64	\$39.00	\$2,496.00	\$90.00	\$5,760.00				
56	Inlet Manhole, 48" Diameter (2 Units)	VF	9	\$366.00	\$3,294.00	\$350.00	\$3,150.00				
Subtotal - Section 7, Items 53 thru 56, Inclusive...				Subtotal	\$15,937.00	Subtotal	\$29,676.00	Subtotal		Subtotal	
Section 8 - Sheets 14 to 15 (Easement - Station 90+00 to Station 98+60):											
57	High Density Polyethylene Pipe (HDPE), 15"	LF	328	\$45.00	\$14,760.00	\$87.00	\$28,536.00				
58	High Density Polyethylene Pipe (HDPE), 18"	LF	253	\$41.00	\$10,373.00	\$88.00	\$22,264.00				
59	High Density Polyethylene Pipe (HDPE), 24"	LF	203	\$56.00	\$11,368.00	\$94.00	\$19,082.00				
60	Inlet Manhole, 48" Diameter (5 Units)	VF	16	\$352.00	\$5,632.00	\$350.00	\$5,600.00				
Subtotal - Section 8, Items 57 thru 60, Inclusive...				Subtotal	\$42,133.00	Subtotal	\$75,482.00	Subtotal		Subtotal	
Section 9 - Sheet 7 (Easement at Station 38+84.5 on Property at 9039 - 26th Avenue):											
61	High Density Polyethylene Pipe (HDPE), 12"	LF	82	\$35.00	\$2,870.00	\$86.00	\$7,052.00				
62	Inlet Manhole, 48" Diameter (1 Unit)	VF	3	\$548.00	\$1,644.00	\$350.00	\$1,050.00				
Subtotal - Section 9, Items 61 thru 62, Inclusive...				Subtotal	\$4,514.00	Subtotal	\$8,102.00	Subtotal		Subtotal	
TOTAL - (BASE BID) - SECTION 1 thru 9; ITEMS 1 - 62, INCLUSIVE...				Total	\$897,641.00	Total	\$956,052.00	Total		Total	

*Note: Addendum No. 1 was acknowledged and included, but not signed.

Bid Tabulation - Schedule of Supplemental Unit Prices

Project Name: South Kenosha Area Storm Sewer Phase 2
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: August 9, 2011
Time: 2:00 p.m.
Project No. R10-0007-104 - Ph 2

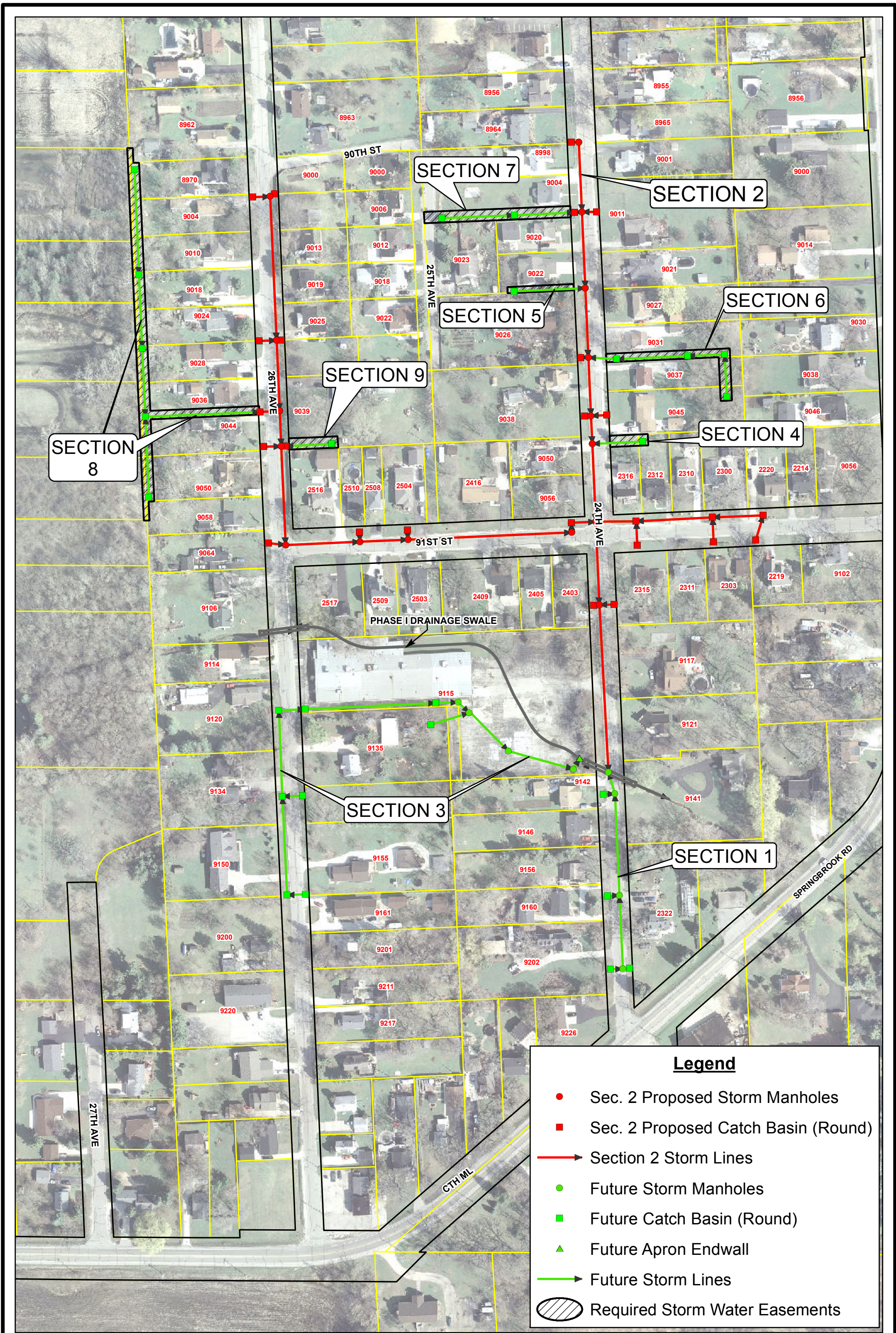
CONTRACTOR			Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105	The Wanasek Corporation 29606 Durand Avenue Burlington, WI 53105	Willkomm Exc. & Grdg., Inc. 17108 County Line Road Union Grove, WI 53182	D K Contractors, Inc. 11013 - 122nd Street Pleasant Prairie, WI 53158	A. W. Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406
No.	Item	Unit	Price	Price	Price	Price	Price
Utility Construction - General:							
1	Rock excavation.	CY	\$250.00	\$350.00	\$500.00	\$500.00	\$500.00
2	Close sheathing and bracing, ordered left in place.	1,000 BF	\$4,000.00	\$4,000.00	\$5,000.00	\$10,000.00	\$10,000.00
3	Spot sheathing and bracing, ordered left in place.	1,000 BF	\$4,500.00	\$4,000.00	\$5,000.00	\$10,000.00	\$10,000.00
4	No. 3 crushed stone, 2 inch size, for unstable trench bottom, including excavation of unsuitable material.	CY	\$50.00	\$40.00	\$75.00	\$75.00	\$45.00
5	Granular backfill, ordered to replace excavated material backfill, including disposal of excavated material.	CY	\$40.00	\$20.00	\$50.00	\$50.00	\$25.00
6	Excavated material backfill, ordered to replace granular backfill, <u>deduct.</u>	CY	\$5.00	\$3.00	\$4.00	\$4.00	\$1.00
7	Reinforced concrete beam, to support underground structures.	LF	\$500.00	\$750.00	\$500.00	\$500.00	\$1,000.00
8	Insulation.	LF	\$16.00	\$10.00	\$35.00	\$20.00	\$10.00

Bid Tabulation - Schedule of Supplemental Unit Prices

Project Name: South Kenosha Area Storm Sewer Phase 2
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: August 9, 2011
Time: 2:00 p.m.
Project No. R10-0007-104 - Ph 2

CONTRACTOR			Mann Bros., Inc. P.O. Box 48 Elkhorn, WI 53121	Globe Contractors, Inc. N50 W23076 Betker Road Pewaukee, WI 53072			
No.	Item	Unit	Price	Price	Price	Price	Price
Utility Construction - General:							
1	Rock excavation.	CY	\$100.00	\$175.00			
2	Close sheathing and bracing, ordered left in place.	1,000 BF	\$1,500.00	\$4,000.00			
3	Spot sheathing and bracing, ordered left in place.	1,000 BF	\$1,500.00	\$4,000.00			
4	No. 3 crushed stone, 2 inch size, for unstable trench bottom, including excavation of unsuitable material.	CY	\$35.00	\$45.00			
5	Granular backfill, ordered to replace excavated material backfill, including disposal of excavated material.	CY	\$45.00	\$15.00			
6	Excavated material backfill, ordered to replace granular backfill, <u>deduct.</u>	CY	\$1.00	\$3.00			
7	Reinforced concrete beam, to support underground structures.	LF	\$2,500.00	\$500.00			
8	Insulation.	LF	\$10.00	\$10.00			



Legend

- Sec. 2 Proposed Storm Manholes
- Sec. 2 Proposed Catch Basin (Round)
- Section 2 Storm Lines
- Future Storm Manholes
- Future Catch Basin (Round)
- ▲ Future Apron Endwall
- Future Storm Lines
- ⊘ Required Storm Water Easements

This Crispell-Snyder, Inc. GIS map contains information including but not limited to Kenosha County. This data is subject to constant change. Crispell-Snyder, Inc. makes no warranties or guarantees, either expressed or implied, as to the accuracy or correctness of this data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.





MEMO

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

TO: Mike Pollocoff, Village Administrator

CC: John Steinbrink, Jr., Public Works Director
Vesna Savic, Administrative Secretary to the Administrator

FROM: Mike Spence, Village Administrator

DATE: August 11, 2011

SUBJ: Professional Construction Related Services Agreement
South Kenosha Storm Sewer Phase 2

Attached for Village Board action is a Professional Construction Related Services Agreement for Crispell-Snyder for the South Kenosha Storm Sewer Phase 2 Project. This project was recently bid and is part of the CDBG project for South Kenosha. The project as bid includes the installation of 12 in to 36 inch reinforced concrete storm sewer pipe, storm manholes and catch basins in 24th and 26th Avenues, 91st Street and in the back lot lines of a number of residences.

The scope of the Contract includes the following:

- Construction Related Services including preconstruction conference, contract administration, progress meetings, periodic site visits to determine if the work is proceeding according to the Contract Documents. Review applications for payment and prepare construction as-built drawings.
- Construction Staking including establishment of survey control, establish monumentation, staking services and perform a post-construction as-built survey.
- Construction Inspection including the provision of a fulltime inspector during the installation of the underground facilities, prepare construction activity reports and measurement and record of installed quantities. Develop and maintain a punchlist and perform a final inspection.

Crispell-Snyder is also providing construction related services for the adjacent swale construction project which will result in an efficient management of both projects. The proposed fees are:

A. Construction Related Services	\$23,600 (Hourly Basis)
B. Construction Staking Services	\$28,400 (Hourly Basis)
C. Construction Inspection Services	\$40,300 (Hourly Basis)

This is an hourly contract and only the hours needed will be utilized. This will be monitored by the Engineering Department.

I recommend that this Contract be executed by the Village President.

August 3, 2011

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

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

RE: South Kenosha Area Storm Sewer Phase 2
Professional Construction-Related Services Agreement
Project No. R10-0007-104 - Phase 2

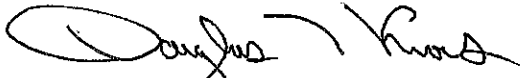
Dear Mr. Fineour:

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

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

Sincerely,

CRISPELL-SNYDER, INC.



Douglas T. Kroes
Senior Construction Manager

Encl: As Noted

R E C E I V E D
AUG 05 2011

BY: _____

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

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

Madison
5315 Wall Street
Suite 165
Madison, WI 53718
608.244.6277

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

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

AGREEMENT FOR
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
FOR
SOUTH KENOSHA AREA STORM SEWER PHASE 2
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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

WITNESSETH:

WHEREAS, the Client proposes to employ CSI to provide construction engineering services associated with the South Kenosha Area Storm Sewer Phase 2 project, hereinafter referred to as the "Project", which is described in Article I, below; and

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

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

ARTICLE I - DESCRIPTION OF PROJECT

The Project shall consist of the construction of approximately 6,200 lineal feet of storm sewer, manholes and catch basins, sump pump laterals and tiles, and other incidental items necessary to complete the project as specified within the contract documents for Project No. R10-0007-104 – Phase 2.

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

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

A. CONSTRUCTION RELATED SERVICES

1. Provide construction related services following the award of contract by the Client and during the course of construction including but not limited to; conduct preconstruction conference, construction contract administration, general project coordination, facilitation of progress meetings, and periodic site visits to determine, in general, if work is proceeding in accordance with the contract documents.
2. Review the contractor's applications for payment and submit to the Client with recommendations for payment.
3. Revise plans upon completion of the project in accordance with construction records of the inspector and post construction as-built survey, and provide copies of revised plans to Client.

B. CONSTRUCTION STAKING

1. Establish project survey control for construction staking.
2. Locate existing property monumentation, record monumentation location data, and re-establish monumentation post construction.
3. Perform construction staking services.
4. Perform a post-construction as-built survey.

C. CONSTRUCTION INSPECTION

1. Provide fulltime inspection during the installation of underground utilities per any DNR requirements with preparation of construction activity reports and measurement of and record of installed quantities.
2. Develop and maintain a project punch list with inspection of completed work and perform a final inspection of completed project before a final application for payment is processed for the contractor.

ARTICLE III - COMPENSATION

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

The estimated fee is:

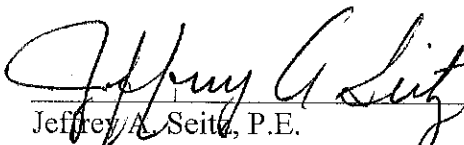
A.	Construction Related Services (Items 1 - 3)	\$	23,600.00 (Hourly Basis)
B.	Construction Staking Services (Items 1 - 4)	\$	28,400.00 (Hourly Basis)
C.	Construction Inspection Services (Items 1 - 2)	\$	40,300.00 (Hourly Basis)

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

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

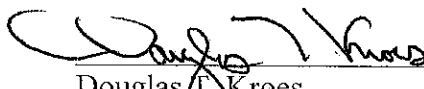
CRISPELL-SNYDER, INC.

VILLAGE OF PLEASANT PRAIRIE

 8-3-11

Jeffrey A. Seitz, P.E. Date
Chief Operations Officer

John P. Steinbrink Date
Village President

 8-3-11

Douglas T. Kroes Date
Senior Construction Manager

Jane M. Romanowski Date
Village Clerk

Attachments: Standard Terms and Conditions of Service.

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

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

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

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



Office of the Village Finance
 Director/Treasurer
Kathleen Goessl

TO: Village Board
 Cc: Mike Pollocoff, Village Administrator
 FROM: Kathy Goessl, Finance Director
 DATE: August 15, 2011
 SUBJECT: Banking Services Proposals

At the end of May, 2011, request for proposals for banking services were emailed to 13 banks in the Kenosha area with full-service branches south of 60th Street, east of I-94. The following seven banks submitted proposals.

Ranking	Bank	Balance Requirement	Earning Allowance	Proposed Fees
1	Chase	2,583,291.00	0.65%	16,561.37
2	M & I Bank	2,639,218.00	0.59%	15,227.93
3	Associated Bank	3,134,572.00	0.40%	12,366.53
4	Talmer	3,690,978.01	0.36%	13,105.50
5	Johnson Bank	4,562,402.00	0.60%	27,134.42
6	US Bank	5,274,802.57	0.30%	15,607.64
7	Bank Mutual	8,855,316.82	0.36%	31,442.44

Mike Pollocoff and I meet with the two banks with the lowest balance requirements, Chase and M & I Bank. We recommend Chase, over all the other banks, because of the following reasons:

- Lowest balance requirement – Highest earning allowance
- Full-service branch across the street from Village Hall
- Chase ranked 14th in the Bloomberg Rankings of the World’s strongest Banks
- Able to meet all of our requirements including electronic payment filters and blocks
- One of the lowest proposed fee for electronic banking services
- On-line banking with Chase.com and JPMorgan ACCESS
- Dedicated relationship team to service public sector entities
- ALL funds are collateralized at 110%
- \$0 to Transition and implement Cash Management Services and products with Chase
- Great references.



Office of the Village Finance
Director/Treasurer
Kathleen Goessl

Page 2
Banking Proposals
August 15, 2011

The main reason for not recommending M & I Bank is because they were recently taken by Bank of Montreal (BMO), just a month ago, and there is uncertainty, and transition issues. Our third ranked bank, Associated Bank, only has a full-service branch, in our designated area, in the Hwy 50 Pick N Save store.

Therefore, I recommend that Chase provides banking services to the Village per their submitted proposal for a period of two (2) years, with an option to renew for two additional two (2) year periods , acted on individually (total maximum contract term could be six years).



Office of the Village Finance
 Director/Treasurer
Kathleen Goessl

TO: Village Board

Cc: Mike Pollocoff, Village Administrator

FROM: Kathy Goessl, Finance Director

DATE: August 15, 2011

SUBJECT: Purchasing Card Proposals

At the end of May, 2011, request for proposals for purchasing cards were emailed to 16 banks / companies, including local banks as well as a couple national ones. The following six banks / companies submitted proposals.

Ranking	Bank / Company	Rebate Amount
1	U.S. Bank	1.493%
2	Chase	1.220%
3	National City (PNC)	0.900%
4	American Express	0.700%
5	Johnson Bank	0.450%
6	Talmer Bank	0.000%

The Village currently uses Talmer Bank & Trust for our purchasing cards, with 32 cards being used by Village management, with an annual volume of \$175,000. Talmer currently pays the Village a 1% cash rebate.

The Village also uses American Express at the accounts payable level, charging instead of issuing checks. The annual volume on American Express is \$1,665,000. American Express gives the Village 1 point per dollar spent instead of cash rebates. We have been with American Express about 2 ½ years, and in the beginning found it difficult to use our points because they were mainly for travel related expenses, which the Village doesn't have much travel related activity. Recently we have been able to use our points on Amazon, but the conversion rate is around .70 %.

U.S. Bank and Chase both offer State of Wisconsin consortium based programs, with majority of their fees being waived. For both, the rebate percent is based on the consortium volume, increasing as the consortium group purchases more with the cards. Then the rebate for the Village is based on our average transaction size. The rebates above are based on an average Village transaction size of \$225, with the consortium spending \$200 million with US Bank and \$70 million with Chase. The State of WI, Dane County, and Eau Claire School district contributes to the large volume for U.S. Bank. If the U.S. Bank consortium volume increases to \$300 million and the Village's average transaction size is \$450, the rebate can increase to 1.678%.



Office of the Village Finance
Director/Treasurer
Kathleen Goessl

Page 2
Purchasing Card Proposals
August 15, 2011

U.S. Bank and Chase offer speed payment incentives if payment is made more quickly than 30 days after the statement date. For U.S. Bank, if we pay one day after our statement is issued, an additional rebate of .225% is earned.

Using the Village's current annual volume of \$1.8 million, assuming average transaction size of \$225, consortium spend of \$200 million, and payment within one day after statement, the potential of the U.S. Bank purchasing card performance incentive is \$30,789 annually or \$92,367 over a 3 year period.

My recommendation is to combine all of our purchasing/credit card activity with U.S. Bank, because of the following reasons:

- Highest rebate amount with speed payment incentive
- 24 hour on-line management and reporting tools - Access Online
- U.S. bank has successfully integrated with Clarity, the Village's financial software
- Public sector represents more than 56% of U.S. Bank Corporate Payment Systems' total volume of commercial card business.

As for the terms of the contract, U.S. Bank is proposing the Village join the State of Wisconsin Agreement as a participating entity. The State of Wisconsin just negotiated a new 4-year agreement, which expired April 30, 2015. My recommendation is to participate in the U.S. Bank's State of Wisconsin Agreement through April 30, 2015.

Memo

To: MICHAEL R. POLLOCOFF, VILLAGE ADMINISTRATOR
and MEMBERS OF THE VILLAGE BOARD

From: PAUL G. GUILBERT, JR., CHIEF

CC: JANE ROMANOWSKI, VILLAGE CLERK

Date: August 11, 2011

Re: PROPOSED REVISION TO VILLAGE ORDINANCE CHAPTER 180.15 FIRE & RESCUE

Attached you will find a proposed revision to Village Ordinance Chapter 180, Fire & Rescue; specifically the changes occur in Section 180.15, Ambulance service rates.

Section 180.15 Ambulance Service Rates

The Fire & Rescue Department utilizes a subcontractor to manage our ambulance billing. Each year during budget preparation we have dialog with this company to help forecast our year end collection rate, and to do the same for the next Budget Year.

In preparation for Budget Year 2012, the sub-contractor has informed us that Medicare has increased their reimbursement fee schedule, and the level of reimbursement is greater than what we charge. Therefore I recommend the following changes to occur effectively immediately.

RESIDENT

BLS	NO CHANGE
ALS	\$450.90 TO \$575.00
ALS PARAMEDIC INTERCEPT FEE	\$450.90 TO \$575.00

NON RESIDENT

BLS	NO CHANGE
ALS	\$550.90 TO \$675.00
ALS PARAMEDIC INTERCEPT FEE	\$550.90 TO \$675.00

I respectfully request the adoption of the proposed revision to Village Ordinance 180, Sections 15.

ORD. # 11-20
ORDINANCE TO AMEND CHAPTER 180
OF THE MUNICIPAL CODE OF THE
VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
RELATING TO AMBULANCE SERVICE RATES

BE IT ORDAINED AND ESTABLISHED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 180 is amended as follows:

§ 180-15 Ambulance service rates.

F. Schedule of fees for service, transfer service, medical drugs and disposable medical equipment.

Description:	Fee
<u>Resident Rates</u>	
Basic life support	\$335.00
Mileage, per loaded miles traveled	\$8.00
Basic life support, without transport	\$235.00
Advanced life support	\$450.90 \$575.00
Mileage, per loaded miles traveled	\$8.00
Advanced life support, without transport	\$235.00
Advanced life support, paramedic intercept fee	\$450.90 \$575.00
Description:	Fee
<u>Nonresident Rates</u>	
Basic life support	\$435.00
Mileage, per loaded miles traveled	\$8.00
Basic life support, without transport	\$335.00

Advanced life support	\$550.90 \$675.00
Mileage, per loaded miles traveled	\$8.00
Advanced life support, without transport	\$335.00
Advanced life support, paramedic intercept fee	\$550.90 \$675.00

Adopted this 15th day of August, 2011.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink,
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

Memo

To: MICHAEL R. POLLOCOFF, VILLAGE ADMINISTRATOR
and MEMBERS OF THE VILLAGE BOARD

From: PAUL G. GUILBERT, JR., CHIEF

CC: JANE ROMANOWSKI, VILLAGE CLERK

Date: August 11, 2011

Re: PROPOSED REVISION TO VILLAGE ORDINANCE CHAPTER 180 .21 FIRE & RESCUE

Attached you will find a proposed revision to Village Ordinance Chapter 180, Fire & Rescue; specifically the changes occur in Section 180.21 Key box system.

Section 180.21 Key Box System

The Fire & Rescue Department created a Key Box System in 1989, when miniature vaults were placed upon new buildings to hold the keys to that respective building. Our success has shown that every new building since 1989 has at least one box, and in one example a building has six (6). Our success is the result of an inordinate amount of time allocated to the management of this program.

This request will allow the Department to sell boxes directly to the respective building owners at list price plus a 10% fee for service, for the number of trips to the respective buildings made to perform such tasks as, approve the location where the box will be installed; return to accept the keys and lock the box(s) and return each and every time keys need to be changed. Our request will aid in recovering the costs of travel.

Our proposed ordinance language change is:

F. Knox Key Boxes and related products used by the Fire & Rescue Department within the Village of Pleasant Prairie shall be purchased directly from the Fire & Rescue Department. The sale price shall include the most current price of each product, the current shipping and handling costs, plus a 10% administrative fee.

I respectfully request the adoption of the proposed revisions to Village Ordinance 180, Section 21.

ORD. # 11-21

**ORDINANCE TO AMEND CHAPTER 180
OF THE MUNICIPAL CODE OF THE
VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
RELATING TO KEY BOX SYSTEMS**

BE IT ORDAINED AND ESTABLISHED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 180 is amended as follows:

§ 180-21 Key box system.

F. Knox Key Boxes and related products used by the Fire & Rescue Department within the Village of Pleasant Prairie shall be purchased directly from the Fire & Rescue Department. The sale price shall include the most current price of each product, the current shipping and handling costs, plus a 10% administrative fee.

Adopted this 15th day of August, 2011.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink,
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

RESOLUTION #11-29

**RESOLUTION APPOINTING SPECIAL
REGISTRATION DEPUTIES**

WHEREAS, sec. 6.55(6) of the Wisconsin Statutes authorizes the governing body or board of election commissioners of any Wisconsin municipality to provide by resolution that any of the registration duties of inspectors under Wis. Stat. sec. 6.55(2) shall be carried out in the municipality by special registration deputies appointed by the municipal clerk or board of election commissioners at any polling place or other registration location whenever the clerk or board of election commissioners determines that the registration process provided for in that subsection will be facilitated thereby; and

WHEREAS, a registration deputy appointed pursuant to Wis. Stat. sec. 6.55(6) shall be appointed for one election only to conduct elector registration; and

WHEREAS, the right to vote is an essential component of a free and democratic society; and

WHEREAS, the right to vote depends upon an effective voter registration process.

NOW THEREFORE BE IT RESOLVED by the Village Board of Trustees of the Village of Pleasant Prairie that

1. Any of the registration duties of inspectors under Wis. Stat. sec. 6.55(2) shall be carried out in the Village of Pleasant Prairie by special registration deputies appointed by the Village Clerk of the Village of Pleasant Prairie at any polling place whenever the Village Clerk determines that the registration process provided for in that subsection will be facilitated thereby.
2. A registration deputy appointed pursuant to this resolution and Wis. Stat. sec. 6.55(6) shall be appointed for the August 16, 2011 Recall Election only to conduct elector registration.

Passed and adopted this 15th day of August, 2011.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

ATTEST:

Jane M. Romanowski, Clerk

Posted:

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

Period Ending: August 11, 2011

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

NAME OF APPLICANT

LICENSE TERM

1. Chelsea A. Hoag

thru June 30, 2013

Jane M. Romanowski
Village Clerk

**CLERK'S CERTIFICATION OF
RENEWAL BARTENDER LICENSE APPLICATIONS
Period Ending: August 11, 2011**

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

<u>NAME OF APPLICANT</u>	<u>LICENSE TERM</u>
1. Evelyn A. Nickel	June 30, 2013
2. John Sikich	June 30, 2013

NOTE: ALL LICENSEES LISTED ABOVE HAVE SUBMITTED RENEWAL APPLICATIONS AND THE POLICE DEPARTMENT HAS SEARCHED ITS RECORDS. FOLLOWING PAST PRACTICE DUE TO THE NUMBER AND TIME REQUIRED, THE RENEWAL APPLICATIONS WERE NOT COPIED FOR THE BOARD MEETING.

Jane M. Romanowski
Village Clerk