

**AGENDA**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PLEASANT PRAIRIE VILLAGE BOARD**  
**PLEASANT PRAIRIE WATER UTILITY**  
**PLEASANT PRAIRIE SEWER UTILITY**  
**Village Hall Auditorium**  
**9915 – 39<sup>th</sup> Avenue**  
**Pleasant Prairie, WI**  
**February 6, 2012**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – January 16, 2012
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. New Business
  - A. Consider Ordinance #12-06 for several Comprehensive Plan amendments for the development of the Lynch Chevrolet dealership to be located at 10901 75<sup>th</sup> Street.
  - B. Consider approval of a Certified Survey Map for properties located at 10901 75<sup>th</sup> Street and the vacant lots located directly south of 10901 75<sup>th</sup> Street for the proposed Lynch Chevrolet dealership.
  - C. Consider Ordinance #12-07 and #12-08 for Zoning Text and Zoning Map Amendments for the Lynch Chevrolet development to be located at 10901 75<sup>th</sup> Street.
  - D. Consider approval of a Digital Security Imaging System (DSIS) Agreement and Access Easement for the installation, inspection and operation of the DSIS for the proposed Lynch Chevrolet dealership to be located at 10901 75<sup>th</sup> Street.
  - E. Consider approval of a Release of Easement for unnecessary utility easements on certain lots in the Chateau Eau Plaines Subdivision for the development of the Lynch Chevrolet dealership to be located at 10901 75<sup>th</sup> Street.

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- F. Consider architectural and engineering services agreement for the Police Department remodel project.
  - G. Consider Resolution #12-03 - Preliminary Resolution declaring intent to exercise special assessment police powers in connection with the construction of public water main improvements located in the right-of-way of 9230 and 9243 32<sup>nd</sup> Avenue.
  - H. Consider the request of Kenosha Velosport to conduct spring training races on March 11, 18 and 25, 2012 in LakeView Corporate Park.
  - I. Consider Resolution #12-04 to approve the disposal of surplus Fire & Rescue Department radio equipment
  - J. Consider Ordinance #12-09 to amend Chapter 194 of the Municipal Code relating to licensing hours.
  - K. Ordinance #12-10 to amend Chapter 68 of the Municipal Code relating the Municipal Facilities.
  - L. Consider Ordinance #12-11 to amend Chapter 150-6 of the Municipal Code relating to qualification requirements for contractors.
  - M. Consider Operator License Applications on file.
8. Village Board Comments
9. Adjournment

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

**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
January 16, 2012  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, January 16, 2012. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Mike Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Kathy Goessl, Finance Director/Treasurer; Brian Wagner, Police Chief; Doug McElmury, Interim Fire and Rescue Chief; Rocco Vita, Village Assessor; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Ruth Otto, IT Director; Carol Willke, HR/Recreation Director and Jane Romanowski, Village Clerk. Three citizens attended the meeting.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **MINUTES OF MEETINGS - DECEMBER 19, 2011 AND JANUARY 9, 2012**

**YUHAS MOVED TO APPROVE THE DECEMBER 19, 2011 AND JANUARY 9, 2012 MINUTES OF THE VILLAGE BOARD MEETINGS AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY ALLEN; MOTION CARRIED 5-0.**

5. **CITIZEN COMMENTS**

Jane Romanowski:

We had a signup, Carter O'Brien.

John Steinbrink:

We ask that you give us your name and address for the record.

Carter O'Brien:

Carter O'Brien, 12226 Lakeshore Drive. Good evening. While Ms. Werbie-Harris' words to you on the December 19<sup>th</sup> minutes say it, I did not ask that the Resolution 11-43 be tabled. In preparing for the December 19<sup>th</sup> meeting, I phoned her office around 3 p.m. and left a voice message asking if I was expected to put my objection in writing before the meeting. Around 3:30 I received a call from Ms. Werbie-Harris' assistant Jan assuring me that it would be fine but not necessary. So, I sat down to do that. Then, right around 4:30 I got a second call from Jan who led me to believe she was doing me the favor of forewarning me that the item somehow was or

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would be tabled and moved to the January 16<sup>th</sup> meeting agenda. That's not something I asked for or wanted. I had prepared a statement to read and I dressed for it.

Then I believe it was December 22<sup>nd</sup> when I received a phone call from Jan inviting me to a meeting with Ms. Werbie-Harris and the Chiefs of Police and Fire January 6<sup>th</sup>. The next day, December 23<sup>rd</sup> after asking Secretary Romanowski about proper protocol, I emailed my objection statement to each of the Board members. The January 6<sup>th</sup> meeting lasted about one-half hour. It was at that meeting that I was given a copy of the minutes of the December 19<sup>th</sup> meeting showing that the item was not tabled and had already been acted upon.

As embarrassing as that was, they encouraged me to share my arguments and gave me theirs. A few days later Ms. Werbie-Harris phone me to let me know that I could still share my objections with the Board at this evening's meeting. Because I already emailed each of you my objections reproduced on the back side of this handout that I brought out tonight, and instead of reading them, I plan only to summarize them here.

First, this proposed address makes it no easier, and in my opinion even more confusing than the more modest changes, the three other modest changes I've had since 1974. As Chief Wagner told you last month the property is not visible from 122<sup>nd</sup> Street. My existing address is not out of sequence, it's the other two listed in that resolution that are reversing their numbers and putting mine somehow in between them when it can't even be seen from 122<sup>nd</sup> Street and appears further east when you can see, like when there's no foliage, is a major concern for me and I believe it should be for you.

Second, the limestone drive that leads to the property is an easement from my ingress and egress and not a public drive. We've had to post a private property sign out near 122<sup>nd</sup> Street to deter those reacting to the public lake access sign posted at 122<sup>nd</sup> and 1<sup>st</sup> Court a couple years ago. I do believe you came up with the real solution for my address problem at the earlier meeting, proper signage at 122<sup>nd</sup> and with accurate global positioning system coordinates for my address in the CAD and GIS systems, whatever those are. And I would have added such a sign years ago if I thought I had a need or a right to post a sign on or in front of another's property.

Third and finally, as Ms. Werbie-Harris noted at the last meeting, changing someone's address is not something that happens overnight. It is a real ordeal for the homeowner, and the longer you've lived at an address the more changes you're required to make and the more work it takes. In addition to your banks, your schools, your place of work, the government, 9-1-1, those are her words, don't forget your family and friends. Over the course of 30 plus years that is a hardship. I can't force family, friends or junk mailers to change their address books, and I'm here to try to help my mailman, Ken, by not requiring even more of his hand corrections and adding a new address stream of junk mail to his route. Thank you very much. Good evening.

Jane Romanowski:

There are no additional signups tonight, Mr. President.

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John Steinbrink:

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

## **6. ADMINISTRATOR'S REPORT**

Mike Pollocoff:

Given the temperature I won't go into a lot of detail, but I will ask that Chief McElmury come up. He has some comments that he'd like to make and he can do that under my item.

John Steinbrink:

Then I won't make the comment hot air would help.

Chief McElmury:

I'd just like to give the Board a brief synopsis of an ice rescue that took place on the 6<sup>th</sup>. You may have seen we had some pretty good press over in the paper the following day. On January 6<sup>th</sup> at 4:25 in the afternoon we were called to a child through the ice on the pond in the River Oaks Subdivision. And once we were enroute we were told that it was an adult who was actually a 20-year old male and, in fact, he had gone through the ice. He and his friend went out on the ice to see if the ice was – the 20-year old went out on the ice to see if the ice was thick enough so they could come back later on that night and ice fish. It wasn't.

He went through roughly about 100 feet off of shore going to the island and was still clinging to the edge of the ice when we got there. To give you an idea of the time line, we were dispatched at 4:25:26 and the whole thing was done and over by basically 4:34. We were able to get on scene, get our equipment on, get out, get the individual, safely get him to shore and get him in an ambulance and get him warmed up, and all in a matter of just over 8 minutes.

We had our primary rescuer, that's the individual that actually goes out on the ice and actually puts a sling around the victim. That's kind of the highest risk position because the victim can pull you in the water, too, and kind of use you as a ladder to get out. That was Aaron Longrie. Brian Pagliaroni, both of which are fire medics, were able to – he was the backup. He's the guy who suited up and ready to go in case there's a problem. Then we had one of our paid on call members, Alan Cloherty, was the tender. He was the one holding onto the rope at the other end. Lieutenant Tom Clark was in charge of his crews as they were getting there.

We also had assistance from the police department. We had officer Jerry Paul, Sergeant Keith Biernat and Officer Chad Brown, and they really assisted in this truly joint effort. They were looking for different things we could use as flotation and kind of looking at there were some boats there. They were looking to see if they were chained up. They really did a nice job. And when it came time to actually pull the victim into shore they assisted in pulling him in, so he was in very quickly. We were very fortunate, we had a very happy outcome to this. He never went

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under the water. We were able to get him out quickly. We were able to get him warmed up and actually took him back to his house. He didn't even get taken to the hospital. So years of training paid off, and a very competent crew of both fire and police personnel worked together and safety got him out.

John Steinbrink:

Thank you, Chief. I think all of us want to thank you and everybody for being involved. You risked your lives doing this. I think the only thing that came to my mind is I saw all the vehicles going by and rushing there, looking at that week's weather and the temperatures what was this guy thinking?

Chief McElmury:

Exactly.

John Steinbrink:

But you guys train for this and through his carelessness or stupidity I guess you could even call it he put a lot of peoples' lives in jeopardy. Not only are you going there to have to rescue him, but enroute you have to rush there and that creates a lot of other problems, too. It's very unfortunate and I hope people take better care. I did see people out on Lake Andrea already ice fishing there, and I don't know if I'd be out there. I probably wouldn't be out there.

Chief McElmury:

They say minimum four inches.

Steve Kumorkiewicz:

Not recommended.

John Steinbrink:

But they should be taking a rope out with them and an inner tube and preparing themselves for what may happen. Thank you for all your work.

Michael Serpe:

Just a comment. You're the training officer.

Chief McElmury:

Yes.

Michael Serpe:

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And a credit to you for the job you've done training all of your people. You left yourself out of this but I'm not going to let you out that quick because it's your training, it's your overseeing what's going on that makes the difference and congratulations.

Chief McElmury:

Thanks very much. I appreciate it.

John Steinbrink:

Thank you, Chief.

Mike Pollocoff:

They could start training here by getting acclimated to this room and then move them to the water.

John Steinbrink:

Anything else, Mike?

Mike Pollocoff:

No.

**7. NEW BUSINESS**

- A. Receive Plan Commission recommendation and Consider Ordinance #12-01 to amend Section 420-137 of the Zoning Ordinance related to Planned Unit Developments District requirements.**

Tom Shircel:

Thank you, Mr. President, and Village Trustees. Before you tonight is consideration or Ordinance 12-01 to amend Sections 420-137B and 420-137E of the Village zoning ordinance related to planned unit developments. On December 12, 2011, the Plan Commission adopted Resolution 11-09 to initiate amendments to the Village Zoning Ordinance related to the PUD requirements. The ordinance allows such overlay district and basic zoning district classifications to be amended regarding minimum lot area and PUD creation.

So the first amendment is to 420-137B, and that is to allow the PUD to be created over any residential, commercial, industrial, agricultural district in the Village. So before it accepted the A-1, R-6 and R-12 Districts. Now they'll all be included. And the second amendment before you is the 420-137E related to minimum area requirements. You can see that the current ordinance has different area parameters for residential, commercial, industrial and agricultural

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developments. Through the years the Village staff has found that working with property owners and developers in creating planned unit developments that these acreages have become a hindrance in some instances in creating PUDs. And we thought the Village Plan Commission and the Village Board could use their discretion in creating PUDs, and thus we can take these acreages off and have no acreage requirements for PUDs.

So on January 9<sup>th</sup> last week the Plan Commission held a public hearing and recommended to the Village Board to approve Ordinance 12-01 as presented at tonight's meeting. With that, if you have any questions I'll be happy to answer them.

Michael Serpe:

Move approval of Ordinance 12-01.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for approval of Ordinance 12-01. Any further discussion?

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #12-01 TO AMEND SECTION 420-137 OF THE ZONING ORDINANCE RELATED TO PLANNED UNIT DEVELOPMENTS DISTRICT REQUIREMENTS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**B. Consider award of contract for the Roger Prange Municipal Center Access Control System.**

Ruth Otto:

Thank you, Mr. President. As an ongoing initiative to create a safe working environment, and as a part of our ten year technology plan, we are continuing to add security to the facilities of the Village. And this is a part of that. This project will provide electronic door lock access to certain parts of the Roger Prange Municipal Center. This will be the card readers that we're currently using right now at the Village Hall and expanding it now to the Roger Prange Center including adding punch codes for certain parts of the building. This will include both the public works side as well as the police side of the building. Along with that this also includes adding remote openers for the garage doors on the police department so that the police officers can shut the doors when they leave if for some reason the door closers don't automatically close.

An RFQ was put out on November 28, 2011, and the quotes were returned on November 28<sup>th</sup>. And if you want to flip to the next screen, two out of the six responses that were received were not qualified contractors. So they were thrown out. The lowest qualified quote was from Innovative Systems, Inc. from Oak Creek at \$16,580.73. We also got a quote from A&R Doors



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for the transmitter receivers for the garage doors at \$1,599. And I ask for the Board to approve the bid for \$16,580.73 for Innovative Systems, Inc. and A&R doors for \$1,599. I'd be happy to answer any questions.

Michael Serpe:

Ruth, will these work at that building?

Ruth Otto:

Yes.

Michael Serpe:

Then the only thing we won't have is the code that we need for the additional access doors.

Ruth Otto:

Right, and the codes would be for those staff that it would not be convenient to carry a card, so same readers.

Michael Serpe:

And the budgeted amount was what?

Ruth Otto:

\$26,800 so we're well under budget.

Michael Serpe:

Good enough.

John Steinbrink:

Is there a motion with that, Mike?

Michael Serpe:

I'd move approval.

Steve Kumorkiewicz:

Second.

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John Steinbrink:

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

**SERPE MOVED TO AWARD CONTRACTS FOR THE ROGER PRANGE MUNICIPAL CENTER ACCESS CONTROL SYSTEM TO INNOVATIVE SYSTEMS, INC. IN THE AMOUNT OF \$16,580.73 AND A& R DOORS FOR \$1,599; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

- C. Consider Resolution #12-02 accepting the public street, infrastructure and landscaping improvements for Lots 1-4 of the Certified Survey Map 2520 for the Creekside Hill development located in the vicinity of 114<sup>th</sup> Place and 39<sup>th</sup> Avenue.**

Mike Spence:

Mr. President and members of the Board, this resolution is to accept the public improvements that have been constructed for the Creekside Hill certified survey or the LLC at Creekside Hill. This particular development consists of four lots. It's on 114<sup>th</sup> Place just to the east of 39<sup>th</sup> Avenue. The specific improvements that we're asking to be accepted tonight include the public street, sanitary and storm sewer, water main. There's also a retention basin, street trees and landscaping as part of the development. This project was finished a while ago that was originally developed in 2006 when the agreement was put together. So we're asking to officially accept these public improvements tonight.

Monica Yuhas:

Motion to approve Resolution 12-02.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve for adoption of Resolution 12-02. Any further discussion?

**YUHAS MOVED TO ADOPT RESOLUTION #12-02 ACCEPTING THE PUBLIC STREET, INFRASTRUCTURE AND LANDSCAPING IMPROVEMENTS FOR LOTS 1-4 OF THE CERTIFIED SURVEY MAP 2520 FOR THE CREEKSIDE HILL DEVELOPMENT LOCATED IN THE VICINITY OF 114<sup>TH</sup> PLACE AND 39<sup>TH</sup> AVENUE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

- D. Consider a Professional Services Agreement for the Geotechnical Services for the Sewer D Maintenance Access Path.**

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Mike Spence:

Mr. President and members of the Board, this item tonight is the approval of a contract with PSI, they're a geotechnical firm, to do several borings on the Prairie Farms Trail which is located on the map on the screen there. It's also the Sewer D maintenance path. This slide actually shows a profile of the sewer. This is the discharge ditch that was the discharge from Sewer D. We crossed that with – in order to decommission Sewer D we had to put in a gravity sewer. And the gravity sewer goes underneath the ditch there. Those curved lines underneath actually represent a siphon. Overall this whole sewer line is very flat so it's going to require public works to clean it on a regular basis. And in order to do that we need to have access to the manholes for cleaning. In order to get the project done with the consent that we had from the DNR, we went ahead and got the pipe installed, and now we're in the process of finishing the access path for maintenance.

This is the vac truck, Vactor, that public works has to use to clean this out, and it's very heavy. So the purpose for this geotechnical is we want to make sure, we want to take six borings in the vicinity of that creek where we're going to add up to six feet of material. We want to make sure that there's not settlement issues. If there appears that there's going to be something, then we're going to want to be able to react to that. So once we get this boring information we'll be able to complete the construction of the path and allow public works for access.

The particular contract, again, for these borings is for PSI, and the amount of the contract is \$7,738. I'm recommending that this contract be executed, and then the work would begin shortly thereafter.

John Steinbrink:

Mike, could you go back to that other slide with the syphon? Explain to me how that works.

Mike Spence:

We didn't have enough grade to get underneath the ditch just naturally. So the syphon, actually there's two pipes and they're smaller than the regular pipe. And basically when the flow goes through there it creates like a vacuum, and it will pull the waste water, it will actually force it to go up on the other side like a syphon if you syphon gas out of a tank or whatever. It's the same principle. But, again, the concern that we have is, and we realized this when we designed it, that it does have to be cleaned to ensure proper operation.

John Steinbrink:

That is the only one on the line is that one by the creek?

Mike Spence:

Yes, that is correct. Yeah, this took a lot of – in the design of this we really were committed not to have to turn Sewer D into a pump station with the associated maintenance and operation costs

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with that. So now we basically have a gravity system with this syphon in it. They're not unusual or they're not real common, but they do in certain systems there's a few of them.

Mike Pollocoff:

We do have a larger one on Barnes Creek right along Sheridan Road.

Mike Spence:

Oh, that's right, yeah.

Mike Pollocoff:

And that one we've had that probably 22 years, and it does require more maintenance than just a main line of sewer but it works.

Michael Serpe:

How often do you have to clean them?

Mike Pollocoff:

This one here I think we're going to see, but the one at Barnes Creek is not as minimum a grade of sewer as this. So we'll at least be out there once a year. And I think the typical cleaning schedule is two years, some might be three.

Mike Spence:

And, again, just talking about the grade just to give you a little idea, because it is so flat the solids settle out of the waste water, and that's really the whole issue. There's not enough velocity in the line to push it through.

Michael Serpe:

How deep is that line?

Mike Spence:

In this particular area it's about five or six feet deep underneath the current. But that shaded area represents the area that we're going to fill over the path to allow John's trucks to access it.

Clyde Allen:

Was this a budgeted item and how much please?

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Mike Spence:

This is part of – it wasn't budgeted as this. It's part of the dollars that we're charging to the Sewer D and also the maintenance path. We have a separate budget for that.

Mike Pollocoff:

It wasn't a specific line item for testing on this. But there was a line item for getting the pack put together.

Clyde Allen:

So take it out of that pool.

Mike Spence:

That is correct.

Clyde Allen:

Any idea what the costs come and what we were expecting?

Mike Spence:

In terms of?

Clyde Allen:

Project cost. Was there an estimate prior to this as to what was in the budget?

Mike Spence:

We've had PSI for other geotechnical services. There's pretty much a standard quote. What they do is they quote a number of borings. And then we're going like 30 feet down, so it matches other estimates that we've had.

Clyde Allen:

Okay, thank you.

Steve Kumorkiewicz:

Question for Mike. Mike, that system works basically on the same principle of a reverse toilet, a toilet you put in the basement and flush up?

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Mike Spence:

Yes, it's a similar principle.

Steve Kumorkiewicz:

Okay, thank you.

John Steinbrink:

We had a motion and a second I believe? No, we didn't.

Clyde Allen:

Motion to approve.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike. Further discussion?

**ALLEN MOVED TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH PROFESSIONAL SERVICE INDUSTRIES (PSI) FOR THE GEOTECHNICAL SERVICES FOR THE SEWER D MAINTENANCE ACCESS PATH; SECONDED BY SERPE; MOTION CARRIED 5-0.**

**E. Consider Outdoor Recreation and Grant Agreement with the Wisconsin Department of Natural Resources for the Prairie Farms Trail Development.**

Tom Shircel:

Thank you, Mr. President and Village Trustees. Before you you have a grant agreement, financial assistance award for your consideration. It's for the Prairie Farms Trail Development which is associated with what Mike Spence just spoke of. As some brief background, back in June of last year, 2011, the Village applied for a federal recreational trails grant which is administered by the Wisconsin DNR. And we're seeking assistance in funding for the development and construction of an approximately 1.85 mile long 14 foot wide outdoor path known as the Prairie Farms Trail.

The trail, if you look on the overhead, is located north of Prairie Springs Park. It extends southward of C and goes through the decommissioned Village Sewer D treatment plant and will utilize a bridge from that point and a boardwalk to traverse an unnamed tributary to the Des Plaines River. And then it will continue to head south and then continue to head east to County

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Trunk Highway H, 88<sup>th</sup> Avenue, where there will be a trail head there. So it makes that connection basically from Wilmot Road south and then east to 88<sup>th</sup> Avenue.

In 2010 the Village began and completed the installation of a 24-inch sanitary sewer gravity main that coincides with the location of this trail. The trail will serve a dual purpose, to provide expanded multi use recreational opportunities to Village residents. And, number two, it will also provide a necessary path for the maintenance of the underlying sewer main. So with that before you you do have this grant agreement for your review and approval. And I forgot to mention it's for \$44,000 to help the development of this path. With that I'll turn it back to the Board.

Michael Serpe:

I have a question, Tom. Where does the trail start again?

Tom Shircel:

I'm sorry, it starts right up here on Highway H - I'm sorry Wilmot Road, C. Here's the old Sewer D treatment plant. Head south, it follows this line here, skirts along here and goes east to 88<sup>th</sup> Avenue.

Michael Serpe:

Anywhere along this starting or finishing point is there an area for people to park?

Tom Shircel:

I'm not quite sure.

Mike Pollocoff:

There's an area right up by where the sewer plant is going to be. We're going to put a parking area up there. And then you can also park at Prairie Springs Park. There's a little yellow stub there so you could park on Terwall Park Drive and then walk into the path there. And just so everybody is clear, the previous item where we were looking for doing soil borings to get that work done, this is the same project and it gets the same thing done.

John Steinbrink:

Mike, the blue line connecting from where it heads out at Highway C and goes west on C and then hits the path that's there by the I-94 project, what's going to happen with that section there?

Mike Pollocoff:

That's an off street path just like it is where it comes off of the Interstate now. That's one we'll be looking for Kenosha County to –

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John Steinbrink:

Because I know the County is going to do it on Highway H. Is that going to be part of their project on C then?

Mike Pollocoff:

Not on that same project but it's going to be on the project list.

Michael Serpe:

Who authorizes the grant from the Village, John or you? Who signs the grant?

Tom Shircel:

I think John.

Michael Serpe:

I'd move approval that the DNR grant the approval with John's signature.

Clyde Allen:

Second.

John Steinbrink:

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

**SERPE MOVED TO APPROVE THE OUTDOOR RECREATION AND GRANT AGREEMENT WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR THE PRAIRIE FARMS TRAIL DEVELOPMENT; SECONDED BY ALLEN; MOTION CARRIED 5-0.**

**F. Consider Ordinance #12-02 to amend Chapter 292 of the Municipal Code relating to compost drop off collection fees for bulk items.**

John Steinbrink, Jr.:

Mr. President and members of the Board, Ordinance #12-02, it just takes the amount that we were paying for bulk items of \$5 and we're raising that up to \$10 to cover our costs. It's an action that passed earlier and we're just getting it updated in the ordinance now. And so anyone that brings any bulk items, anything that really won't fit inside their garbage container, the price that they'll pay dropping off at the Prange Center, 8600 Green Bay Road, will be \$10 instead of \$5. And that basically just covers the cost of the labor there and our cost to dispose of it. And I recommend approval.



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John Steinbrink:

What would these bulk items consist of?

John Steinbrink, Jr.:

It could be a couch, it could be a mattress. Really anything that's heavier than 50 pounds that the guys can't pick up per ordinance, and anything that's large enough where it won't fit into the cart. And so a lot of people will bring old furniture, couches, chairs, stuff like that, mattresses, box springs.

John Steinbrink:

Does that include appliances?

John Steinbrink, Jr.:

Appliances is a separate fee altogether under white goods.

John Steinbrink:

But not TVs?

John Steinbrink, Jr.:

Right, that's correct. We have a separate ordinance for TVs by size and white goods and other appliances. It really just covers the large bulk items.

Michael Serpe:

John, is that where that stuff ends up in the dumpsters out there?

John Steinbrink, Jr.:

Right, that's correct. We have several eight yard dumpsters out there, and then they take them and drop them off in there.

Michael Serpe:

If we were to come out there and go in the back there with a couch being somebody else or whoever and just two of us?

John Steinbrink, Jr.:

Sure, as long as you pay your \$10.

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Michael Serpe:

We still have to pay it even if we throw it in the dumpster?

John Steinbrink, Jr.:

Yes.

Michael Serpe:

What a deal.

John Steinbrink, Jr.:

We charge over twice that if we pick it up at the curb. It just really gives the residents an option of what they want to do. A lot of times if they have a delivery during a Monday and your garbage day isn't until Thursday, they really don't want to have it lying out in the front yard or in the garage or anything. So it's really just a convenience that we offer out there. And the garbage guys really like it because then it's one less thing that they just don't have to handle over the course of the route.

Monica Yuhas:

John, do you know how many residents use this program?

John Steinbrink, Jr.:

Yeah, we bring in probably about \$10,000 overall, and that includes the white goods, the appliances, the TVs and stuff like that. If you've been to our compost site it is very busy at times. And we close the first Saturday of December, and we actually have a sign that's posted up there because there's so much of a demand for it even though we don't post it, we tell people to stop up at the public works offices and we average around \$250 of revenue off of that every month. So it is something that's used on a regular basis by the residents. I only hear really good things about it from them.

Monica Yuhas:

Thank you.

Clyde Allen:

I'll make a motion to approve.

Village Board Meeting  
January 16, 2012

Monica Yuhas:

Second.

John Steinbrink:

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

**ALLEN MOVED TO ADOPT ORDINANCE #12-02 TO AMEND CHAPTER 292 OF THE MUNICIPAL CODE TO CHANGE THE COMPOST DROP OFF COLLECTION FEES FOR BULK ITEMS FROM \$5 TO \$10; SECONDED BY YUHAS; MOTION CARRIED 5-0.**

**G. Consider Operator Licenses on file.**

Jane Romanowski:

Just two of them tonight for Timothy Kinney and Ryan McCreary, and both of them are good to go.

Michael Serpe:

Move approval.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

**SERPE MOVED TO APPROVE THE OPERATOR LICENSES FOR TIMOTHY KINNEY AND RYAN MCCREARY; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**8. VILLAGE BOARD COMMENTS – None.**

**9. CONSIDER ENTERING INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(3) WIS. STATS. TO DISCUSS, DELIBERATE OR NEGOTIATE THE PURCHASE OF PUBLIC PROPERTY, INVESTING OF PUBLIC FUNDS, OR CONDUCT OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION.**

Village Board Meeting  
January 16, 2012

John Steinbrink:

The Board will return to open session for the purposes of adjournment only. No other business will be conducted. Do we need a roll call vote on this?

Jane Romanowski:

After a motion and a second, yes.

Michael Serpe:

Motion to enter into executive session.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve.

**SERPE MOVED TO ENTER INTO EXECUTIVE SESSION; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – ALLEN – YES; YUHAS – YES; KUMORKIEWICZ – YES; SERPE – YES; STEINBRINK – YES; MOTION CARRIED 5-0.**

**10. RETURN TO OPEN SESSION AND ADJOURNMENT**

**SERPE MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – ALLEN – YES; YUHAS – YES; KUMORKIEWICZ – YES; SERPE – YES; STEINBRINK – YES; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:00 P.M.**

**THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME HOWEVER SEPARATE ACTION IS REQUIRED.**

Consider **Ord. #12-06** for several **Comprehensive Plan Amendments** for the development of the Lynch Chevrolet dealership to be located at 10901 75<sup>th</sup> Street: 1) to amend a portion of the River View Neighborhood Plan by changing the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision from the future single family lots to part of the adjacent commercial development parcel (currently being developed as Lynch Chevrolet); and 2) to amend the 2035 Comprehensive Land Use Plan Map 9.9 and update Appendix 10-3 of the Village's 2035 Comprehensive Plan to include the following amendment: to change the Low Density Residential Land Use designation on the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision to the Commercial Land Use designation and to remove the Urban Reserve designation on Tax Parcel Number 91-4-122-071-0026 owned by Lynch Ventures, LLC.

**Recommendation:** On January 9, 2012 the Village Plan Commission held a public hearing and adopted Plan Commission Resolution #12-01 and recommends that the Village Board approve the **Comprehensive Plan Amendments** pursuant to **Ord. #12-06**.

Consider approval of a **Certified Survey Map** for the request of Kurt Petrie, President of Lynch Motor Vehicle Group, agent on behalf of Lynch Ventures LLC, owners of the properties located at 10901 75<sup>th</sup> Street and the vacant lots (east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision) located directly south of 10901 75<sup>th</sup> Street (recently purchased by Lynch Ventures, LLC).

**Recommendation:** Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the comments and conditions of the Village Staff Report of February 6, 2012.

Consider **Ord. #12-07 and #12-08 for a Zoning Text and Zoning Map Amendments** for the request of Kurt Petrie, President of Lynch Motor Vehicle Group, agent on behalf of Lynch Ventures LLC, owners of the properties located at 10901 75<sup>th</sup> Street and the vacant lots (east 33.94 feet of Lot 3 of Block 8 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision) to rezone the property located at 10901 75<sup>th</sup> Street from B-2, Community Business District and to rezone east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision from the R-4, Urban Single Family Residential District to the B-2, Community Business District with a Planned Unit Development Overlay (PUD) District and a Zoning Text Amendment to create the specific PUD District zoning regulations for the Lynch Chevrolet development.

**Recommendation:** On January 9, 2012 the Village Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Text and Map Amendments (Ord. #12-07 and #12-08)** as presented in the Village Staff Report of February 6, 2012.

Consider approval of a **Digital Security Imaging System (DSIS) Agreement and Access Easement** for the installation, inspection and operation of the DSIS for the Lynch Chevrolet dealership.

**Recommendation:** On January 9, 2012 the Village Plan Commission approved the DSIS Agreement and associated Access Easement and Village staff recommends that the Village Board also approve the **DSIS Agreement and associated Access Easement** as presented in the Village Staff Report of February 6, 2012.

Consider the request of Lynch Ventures, LLC for approval of a **Release of Easement** for unnecessary utility easements on the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision.

**Recommendation:** Village staff recommends approval of the **Release of Easement** as presented in the February 6, 2012 Village Staff Report.

## VILLAGE STAFF REPORT OF FEBRUARY 6, 2012

Consider **Ord. #12-06** for several **Comprehensive Plan Amendments** for the development of the Lynch Chevrolet dealership to be located at 10901 75<sup>th</sup> Street: 1) to amend a portion of the River View Neighborhood Plan by changing the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision from the future single family lots to part of the adjacent commercial development parcel (currently being developed as Lynch Chevrolet); and 2) to amend the 2035 Comprehensive Land Use Plan Map 9.9 and update Appendix 10-3 of the Village's 2035 Comprehensive Plan to include the following amendment: to change the Low Density Residential Land Use designation on the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision to the Commercial Land Use designation and to remove the Urban Reserve designation on Tax Parcel Number 91-4-122-071-0026 owned by Lynch Ventures, LLC.

Consider approval of a **Certified Survey Map** for the request of Kurt Petrie, President of Lynch Motor Vehicle Group, agent on behalf of Lynch Ventures LLC, owners of the properties located at 10901 75<sup>th</sup> Street and the vacant lots (east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision) located directly south of 10901 75<sup>th</sup> Street (recently purchased by Lynch Ventures, LLC).

Consider **Ord. #12-07 and #12-08 for a Zoning Text and Zoning Map Amendments** for the request of Kurt Petrie, President of Lynch Motor Vehicle Group, agent on behalf of Lynch Ventures LLC, owners of the properties located at 10901 75<sup>th</sup> Street and the vacant lots (east 33.94 feet of Lot 3 of Block 8 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision) to rezone the property located at 10901 75<sup>th</sup> Street from B-2, Community Business District and to rezone east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision from the R-4, Urban Single Family Residential District to the B-2, Community Business District with a Planned Unit Development Overlay (PUD) District and a Zoning Text Amendment to create the specific PUD District zoning regulations for the Lynch Chevrolet development.

Consider approval of a **Digital Security Imaging System (DSIS) Agreement and Access Easement** for the installation, inspection and operation of the DSIS for the Lynch Chevrolet dealership.

Consider the request of Lynch Ventures, LLC for approval of a **Release of Easement** for unnecessary utility easements on the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision.

**THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME, HOWEVER SEPARATE ACTION IS REQUIRED.**

**Background Information:** Lynch Motor Vehicle Group, Inc., owners of the property, is based in Burlington, Wisconsin and operates several vehicle dealerships in Wisconsin and Illinois. Lynch has entered into an agreement with General Motors (GM) to open a new Chevrolet Dealership strategically located on the STH 50 corridor adjacent to I-94. Requirements imposed by GM include implementation of corporate wide branding, site plan stall counts, signage, and building materials. The initial time restrictions imposed by GM pertaining to be "Open for Business" would not allow for completion of a new dealership building complying with GM standards in Pleasant Prairie. In response, Lynch has opened a temporary dealership at 7650 75<sup>th</sup> Street in the City of Kenosha. The intent is that the temporary location will remain in service until occupancy is obtained on the permanent Pleasant Prairie location. The Pleasant Prairie facility is proposed to be open in the summer of 2012.

The proposed development on approximately 8.3 acres (including an additional 2.1 acres on the south side of the property that was recently acquired by the developer) will serve as a sales center for new and used automobiles and an auto repair and maintenance facility for Lynch

Chevrolet. Vehicle inventory will mostly be situated outdoors along the north and east sides of the proposed 31,000 square foot building with a 5,000 square foot indoor showroom located on the north side of the proposed building. Repair and maintenance functions will be within an approximate 16,500 square foot service area located on the south side of the building. The east side of the service area will allow service check-in functions, quick lube bays, and a car wash. The west side of the service area will serve maintenance/repair functions and vehicle detailing. Customer parking is located along the peripherals of the building at customer entrances. Employee parking will be located along the south property line.

The anticipated hours of operation for this facility are: Monday through Friday 7:00 a.m. – 9:00 p.m., Saturday 7:30 a.m. – 5:00 p.m. and closed on Sunday. The anticipated start up and total number of employees is 35 full-time and 5 part-time employees.

***Previous approvals:*** The Village staff has been working with the petitioner related to the development of the site for the last 6-9 months. The petitioner has received the following approvals to date:

On September 19, 2011 the Village Board conditionally approved a **Conceptual Plan** for a phased development plan for the construction of a 31,000 square foot building and associated site improvements for the development of Lynch Chevrolet dealership.

On September 26, 2011 the Plan Commission conditionally approved a **Conditional Use Permit** to develop the three properties located 11011, 10927 and 10823 75<sup>th</sup> Street for Lynch Chevrolet Dealership to operate a sales center for new and used automobiles and an auto repair/maintenance facility which will include 31,000 square foot building and outdoor car display area. In addition, the Plan Commission conditionally approved **Preliminary Site and Operational Plans** to allow for the installation of erosion and sediment controls, to begin mass grading, to install storm sewer, to install a stormwater basin, and to place the stone base course on the site this fall. [Note: Final Site and Operational Plan approval is required prior to commencing footings and foundation and construction of the building, installation of sanitary sewer and water, installation of parking lot and curb and gutter and required landscaping, which is proposed to commenced in early spring of 2012.]

The existing homes and outbuildings on all three (3) properties were removed and utilities disconnected. The three properties were combined into one parcel and the address of the Lynch Chevrolet Dealership is 10901 75<sup>th</sup> Street.

On December 29, 2011 Lynch Ventures LLC **combined Tax Parcel Numbers 91-4-122-071-0020; 91-4-122-071-0025 and 91-4-122-071-0030 into one property** and a new Tax Parcel Number of 91-4-122-071-0026 has been assigned. [Note: Upon recording the CSM all parcels for the development of the Lynch Chevrolet Dealership will be located on one property and a new parcel number will be assigned.]

On January 9, 2012 the Plan Commission conditionally approved the **Final Site and Operational Plans** for the development of the property located at 10901 75<sup>th</sup> Street and the vacant lots (east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision) located directly south of 10901 75<sup>th</sup> Street (recently purchased by Lynch Ventures, LLC) for the development of Lynch Chevrolet dealership.

***Final Approvals requested:*** At this time the petitioner is requesting the following final approvals to commence full development of the project:

1. **Village Comprehensive Plan (Ord. #12-06)** amendments:
  - To amend a portion of the River View Neighborhood Plan by changing the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision recently acquired by Lynch Ventures, LLC from the future single family lots to part of the adjacent commercial development parcel (currently being developed as Lynch Chevrolet); and

- To amend the 2035 Comprehensive Land Use Plan Map 9.9 and update Appendix 10-3 of the Village's 2035 Comprehensive Plan to include said amendment. Specifically, Map 9.9 is proposed to be amended to change the Low Density Residential Land Use designation on east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision to the Commercial Land Use designation and to remove the Urban Reserve designation on Tax Parcel Number 91-4-122-071-0026 owned by Lynch Ventures, LLC.
2. **Certified Survey Map** to combine the property at 10901 75<sup>th</sup> Street and the vacant lots (east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision) recently acquired from AM Community Credit Union located directly south of 10901 75<sup>th</sup> Street. This CSM will also dedicated easements, dedicate additional right-of-way as further described below.
  3. **Zoning Text And Map Amendments** to rezone the property located at 10901 75<sup>th</sup> Street from B-2, Community Business District and to rezone the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision from R-4, Urban Single Family Residential District to the B-2, District with a Planned Unit Development Overlay (PUD) District and to create the specific PUD District zoning regulations for the Lynch Chevrolet development.
  4. **Digital Security Imaging System (DSIS) Agreement and Access Easement** for the installation, inspection and operation of the DSIS for the Lynch Chevrolet dealership. Reference to the DSIS is also made in the PUD.
  5. Consider the request of Lynch Ventures, LLC for approval of a **Release of Easement** for unnecessary utility easements on the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision.

## **COMPREHENSIVE PLAN AMENDMENTS (Ord. #12-06)**

Neighborhood Plans are a component of the Comprehensive Plan and are a refinement of the 2035 Comprehensive Land Use Map. Neighborhood Plans identify the location of future lot and roadway configurations, proposed floodplain boundary adjustments, future stormwater facilities and access to roadways pursuant to the land uses identified on the 2035 Comprehensive Land Use Plan Map. The land use designations within this portion of the neighborhood shall be consistent with the land uses shown on the 2035 Comprehensive Land Use Plan.

As a result of a recent purchase by Lynch Ventures LLC of east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision from AM Community Credit Union, the petitioner is requesting to amend a portion of the River View Neighborhood Plan by changing said lots from the future single family lots and becoming part of the adjacent commercial development parcel (currently being developed as Lynch Chevrolet).

In addition to an amendment to a portion of the River View Neighborhood Plan the petitioner is requesting to amend the 2035 Comprehensive Land Use Plan Map 9.9 to change the Low Density Residential Land Use designation on the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision to the Commercial Land Use designation and to remove the Urban Reserve designation on Tax Parcel Number 91-4-122-071-0026 (as noted above Tax Parcel Numbers 91-4-122-071-0020; 91-4-122-071-0025 and 91-4-122-071-0030 were combined into one parcel on December 29, 2011) owned by Lynch Ventures, LLC. Furthermore, the amendment will also update Appendix 10-3 of the Village's 2035 Comprehensive Plan to include said amendment.

Furthermore, Appendix 10-3 of the Village's 2035 Comprehensive Plan is proposed to be updated to include the aforementioned amendments.



## **CERTIFIED SURVEY MAP AND RELEASE OF EASEMENT**

The petitioner is requesting approval of a **Certified Survey Map** which will combine the property at 10901 75<sup>th</sup> Street and the vacant lots (east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision) recently acquired from AM Community Credit Union located directly south of 10901 75<sup>th</sup> Street into one parcel and for the **Release of Easement** for unnecessary utility easements on the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision. We Energies and other utilities will also release their rights to the same easements. Recorded copies of said all recorded Release of Easements shall be provided to the Village.

The CSM dedicates 224 square foot area at the southeast corner of the site for the future 109<sup>th</sup> Avenue roadway; and an additional seven (7) feet of right-of-way (3,900 square feet) along the south property line for future roadway improvements along 77<sup>th</sup> Street.

In addition, the CSM provides for a *Public Street Reservation Area* extending 20 feet south along the northeastern property boundary of the property for the future WI DOT acquisition construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalk or bike lane, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. This reservation is subject to the WI DOT acquisition and compensation of the land area for the future widening of the STH 50 right-of-way.

The CSM also dedicates the following easements:

1. *A Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement* is being dedicated to the Village for private storm water drainage and retention basin system improvements, storm water storage and conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. Unless the Village exercises the rights granted with respect to this Easement area, the Village shall have no obligation to do anything pursuant to its rights under this Easement. The Owner of Lot 1 shall be responsible for all costs associated with the construction and maintenance of the private storm water retention basin improvements contained within this easement area.
2. *A Vision Triangle Easement* is being dedicated to the Village and Wisconsin Department of Transportation (WI DOT) in order to maintain a clear sight line of vision at the State Trunk Highway 50 and future 109<sup>th</sup> Avenue intersection. There shall be no obstructions, such as but not limited to buildings, signage, fences, vehicular parking, vegetation, or shelters permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet, unless approved by the Village and WI DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village, Kenosha County or the WI DOT.
3. *A Dedicated Emergency Cross Access and Maintenance Easement* is a cross access easement being dedicated to the Village for public access, driveway, pedestrian and cross access purposes improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, and maintenance activities to serve this Development and the abutting land owners in the event of an emergency. As noted on the CSM this easement will be vacated by the Village when a emergency access is provided to 77<sup>th</sup> Street from the southwestern portion of the site.

In addition to the easements specific restrictive covenants area also provided related to each of these easement areas. The required easements related to the digital security imaging system will not be included on the CSM and will be dedicated by separate recordable Easement document.

The east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision abut a platted but unconstructed 77<sup>th</sup> Street, this street will be installed in the future by the developer of the abutting land. Lynch will be responsible for their fair share cost of public improvements within 77<sup>th</sup> Street. If 77<sup>th</sup> Street is designed and installed by the developer of the abutting land to the south, a right-of-recovery for actual costs would need to be paid by Lynch to the Village to reimburse the developer or if the Village designs and constructs 77<sup>th</sup> Street Lynch will be responsible for the Village levied special assessments.

In addition, 109<sup>th</sup> Avenue to the east of the development is proposed to be constructed by the WI DOT in 2016 in accordance with an executed WI DOT Memorandum of Understanding signed by all parties in July, 2011.

The developer will be responsible for his fair share cost of construction of the abutting 77<sup>th</sup> Street as a collector street, the sewer and water improvements in 109<sup>th</sup> Avenue to the east, and the off-site regional retention facility. The Waivers of Notice of Special Assessment for said improvements shall be executed and recorded at the Kenosha County Register of Deeds Office.

### **ZONING TEXT AND MAP AMENDMENTS (Ord. #12-07 and #12-08)**

A **Planned Unit Development Overlay District (PUD)** is required to develop this site. A PUD allows the Village some flexibility with dimensional requirements of the underlying B-2 District provided there is community benefit for the project.

Specifically, the **attached** PUD Ordinance allows for:

- the principal building to exceed 25,000 square feet;
- the bright aluminum metallic panels to be used within a portion of the architectural tower elements and along the front of the building;
- the Chevrolet blue aluminum panels at the main entrance of the building;
- the minimum on-site parking space to be reduced from 135 space to 101 spaces (including the required five (5) handicapped parking spaces); and
- the total square footage of all wall signage on the building to be increased from 250 square feet to 330 square feet and the Primary Monument Sign may be located a minimum of eight (8) feet from the property line adjacent to STH 50..

The property located at 10901 75<sup>th</sup> Street is currently zoned B-2, Community Business District and the vacant lots (east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision) located directly south of 10901 75<sup>th</sup> Street (recently purchased by Lynch Ventures, LLC) are currently zoned R-4, Urban Single Family Residential District. These properties are proposed to be combined into one property upon recording of the CSM and rezoned to the B-2, Community Business District with a Planned Unit Development Overlay (PUD) District.

### **DSIS AGREEMENT AND EASEMENTS**

In consideration of the PUD, the Village will require the owners to provide, install and maintain in good working order an exterior DSIS that monitors the exterior spaces and areas for security surveillance purposes pursuant to Chapter 410 of the Village Ordinance. **Attached** is the final draft of the DSIS Agreement and Access Easement as noted above. The required Easement related to the DSIS will not be included on the CSM and will be dedicated by separate Easement document. This Agreement shall be executed and the easement recorded prior to issuance of the building permit. The DSIS will be owned and operated by Lynch per the Ordinance requirements.

## **RECOMMENDATIONS:**

- On January 9, 2012 the Village Plan Commission held a public hearing and adopted Plan Commission Resolution #12-01 and recommends that the Village Board approve the **Comprehensive Plan Amendments** pursuant to **Ord. #12-06**.
- The Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the above comments and the following conditions:
  1. Approval and recording of all Release of Easement by the Village and all easement interest holders for the unnecessary utility easements on the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision. A copy of the recorded release of easements shall be provided to the Village prior to the Village releasing the CSM to be recorded.
  2. Subject to the **attached** changes to the CSM being made.
  3. The developer will be responsible for his fair share cost of construction of the abutting 77<sup>th</sup> Street public improvements, including public sanitary sewer, water, storm sewer, roadway, curb and gutter, street trees and sidewalk improvements. The developer shall be responsible for public sanitary sewer and water improvements and future street tree maintenance in 109<sup>th</sup> Avenue to the east, and the development's fair share costs of the off-site regional storm water retention facility. The **attached** Waivers of Notice of Special Assessment shall be executed and recorded at the Kenosha County Register of Deeds Office relating to all of the aforementioned public improvements.
  4. All outstanding taxes and special assessments shall be paid prior to recording the CSM.
  5. The CSM shall be recorded at the Kenosha County Register of Deeds Office prior to the issuance of the required building permit and a copy of the recorded CSM shall be provided to the Village within 45 days of Village Board approval.
- On January 9, 2012 the Village Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Text and Map Amendments (Ord. #12-07 and #12-08)** as presented as presented.
- On January 9, 2012 the Village Plan Commission approved the DSIS Agreement and associated Access Easement and Village staff recommends that the Village Board also approve the **DSIS Agreement and associated Access Easement** subject to the DSIS Agreement and Easement being finalized and executed by all parties and the easement document is recorded at the Kenosha County Register of Deeds Office prior to issuance of the permits.
- Village staff recommends approval of the **Release of Easement** as presented in the February 6, 2012 Village Staff Report provided a copy of the recorded Release of Easement is provided to the Village.

**ORD. # 12-06**  
**ORDINANCE TO AMEND**  
**THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**  
**2035 COMPREHENSIVE PLAN**  
**PURSUANT TO CHAPTER 390 OF THE**  
**VILLAGE MUNICIPAL CODE**

**BE IT ORDAINED** by the Village of Pleasant Prairie Board of Trustees, Kenosha County, Wisconsin, that the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan is hereby amended as follows:

1. To amend a portion of the River View Neighborhood as an amendment to the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan shown and described in **Exhibit 1**.
2. To amend the 2035 Comprehensive Land Use Plan Comprehensive Land Use Plan Map 9.9 to change the Low Density Residential Land Use designation on the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision to the Commercial Land Use designation.
3. To amend the 2035 Comprehensive Land Use Plan Comprehensive Land Use Plan to remove the Urban Reserve designation on Tax Parcel Number 91-4-122-071-0026 (formerly known as Tax Parcel Numbers 92-4-122-071-0025 and 91-4-122-071-0030).
4. To update Appendix 10-3 of the Village's 2035 Comprehensive Plan to include the aforementioned amendments to Map 9.9.

The Village Community Development Director is hereby directed to record these Amendments to the Comprehensive Plan on the appropriate pages of said Plan and to update Appendix A in Chapter 390 of the Village Municipal Code to include said amendments.

**Adopted this 6<sup>th</sup> day of February, 2012.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

Ayes: \_\_\_\_ Nays: \_\_\_\_ Absent: \_\_\_\_

Posted: \_\_\_\_\_

**Neighborhood Plan 24 of Appendix 9-3**  
**River View Neighborhood**

A Neighborhood Plan for a portion of this Neighborhood generally located south of STH 50 (75<sup>th</sup> Street), west of 104<sup>th</sup> Avenue, north of 80<sup>th</sup> Street and east of 115<sup>th</sup> Avenue (Chateau Eau Plaines area) has been prepared and adopted by the Plan Commission on August 12, 2011 by Resolution #11-04 and the Village Board adopted September 19, 2011 by Ordinance #11-23.

In 2012, the Neighborhood Plan was amended to change the east 33.94 feet of Lot 3 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision as Community Commercial designation from the future single family lots to part of the adjacent commercial development as adopted by the Plan Commission on January 9, 2012 by Resolution #12-01 and the Village Board adopted Ordinance #12-06 on February 6, 2012.

The portion of the River View Neighborhood includes:

- **COMMUNITY COMMERCIAL AREAS:** Approximately 32 acres of land within this portion of the Neighborhood are identified as Community Commercial. The Community Commercial area includes the area south of STH 50 and west of 104<sup>th</sup> Avenue.
- **RESIDENTIAL AREA:** The portion of the Neighborhood consists of the Chateau Eau Plaines Subdivision (constructed and unconstructed platted areas) and other residential development along 104<sup>th</sup> Avenue south of 79<sup>th</sup> Street.

There are 145 existing single family lots/homes and six (6) two family units within this portion of the Neighborhood and 135 new single family lots proposed to be developed within this portion of the Neighborhood.

In accordance with the Village Comprehensive Plan, the overall net density for the Neighborhood is recommended to be within the Low Density Residential land use category with the average lot area within the entire Neighborhood be 19,000 square feet per dwelling unit. This allows for some areas of the entire Neighborhood to have larger lots while some areas have smaller lots. The net density of this portion of the Neighborhood is approximately 20,409 square feet per dwelling unit (approximately 131 net residential acres--excluding existing and future rights-of-way, commercial area, 100-year floodplain and wetlands multiplied by 43,560 square feet in an area divided by 286 dwelling units). The lot size per dwelling is higher than the range provided in the Village's Comprehensive Plan.

- **OPEN SPACE:** This Neighborhood Plan identifies approximately 25.5 acres or approximately 12% of the lands within this Neighborhood area that would remain as open space.
  - **FLOODPLAIN AREAS:** Approximately 22.3 acres within this area of the Neighborhood are currently located within the 100-year floodplain. Prior to consideration of any Conceptual Plans on these properties, the 100-year floodplain shall be field verified in accordance with the Village floodplain maps and ordinance regulations. Development in the floodplain is restricted to open spaces that do not interrupt the natural flow of the water. Any development that constricts the flow of water or significantly reduces floodplain storage volumes and may create upstream and/or downstream flooding problems or reduce the capacity of the floodplain to store water is prohibited. In some instances, property can be removed from the floodplain provided proper approvals are obtained from the Village and several other agencies including the Wisconsin Department of Natural Resources (WI DNR) and the Federal Emergency Management Agency (FEMA). Any area removed from the floodplain through the placement of fill must be contiguous to land lying outside the floodplain. In addition, the volume of floodplain removal must be created in the vicinity of the filled area on a one-to-one basis. The land that is removed from the

floodplain must be filled to an elevation of at least two (2) feet above the elevation of the 100-year regional flood elevation. Approximately 4.9 acres of the 100-year floodplain is proposed to be removed from the 100-year floodplain for the construction of Eau Plaines Parkway (roadway) and development of land adjacent to the roadway. Approximately 1.3 acres of the 100-year floodplain are proposed to be created to compensate for the filling. As noted above, the floodplain area being created is less than the area being removed; however, the floodwater storage shall be the same. Prior to any floodplain boundary adjustment, proper approvals from the WI DNR, FEMA and the Village are required.

- **WETLAND AREAS:** Approximately 3.2 acres of land within this portion of the Neighborhood may be wetlands. Prior to consideration of any Conceptual Plans, the wetlands shall be field verified by a certified biologist in accordance with the Village wetland regulations and approved by the WI DNR. Some of the wetlands within the undeveloped area have been field verified. Upon field verification of wetlands the Neighborhood Plan may need to be altered to reflect actual conditions.
- **OTHER OPEN SPACE:** Approximately 5.5 acres within this portion of the Neighborhood is identified as open space. This includes areas for stormwater retention facilities for the area, excluding retention facilities in the commercial area and six (6) existing platted lots that may not be buildable due to the environmental limitations. [A minimum of 50% of the lot shall not be encumbered by wetlands or 100-year floodplain to be considered buildable.] The existing undeveloped land within the cul-de-sac west of 105<sup>th</sup> Avenue will require stormwater management facilities/retention basin and lots may be utilized for that purpose and not developed as single family lots. At the time that any Conceptual Plans are to be considered for any portion of the Neighborhood, the developer's engineer will be required to evaluate the development site, based on actual field conditions and shall present a storm water management facility plan which meets the Village requirements.
- **POPULATION PROJECTIONS FOR THE NEIGHBORHOOD:** The vacant lots within this portion of the Neighborhood will not develop until the property owners wish to develop their land; which makes neighborhood planning essential for the orderly growth of the community and establishes a framework as to how development should occur and, if and when it occurs. The Neighborhood Plan is a guide for the community, property owners and developers—therefore the population will increase on an incremental basis as the Neighborhood develops over time.

**Current population within this portion of the Neighborhood:**

- 151 dwelling units
- 410 persons (which includes an estimated 93 school age children)

**Projected population within this portion of the Neighborhood** is based on the total number of households proposed for this Neighborhood when fully developed:

- 286 dwelling units
- 775 persons (which includes an estimated 172 school age children)

The Village provides copies of proposed developments to the Kenosha Unified School District to assist in their long range planning.

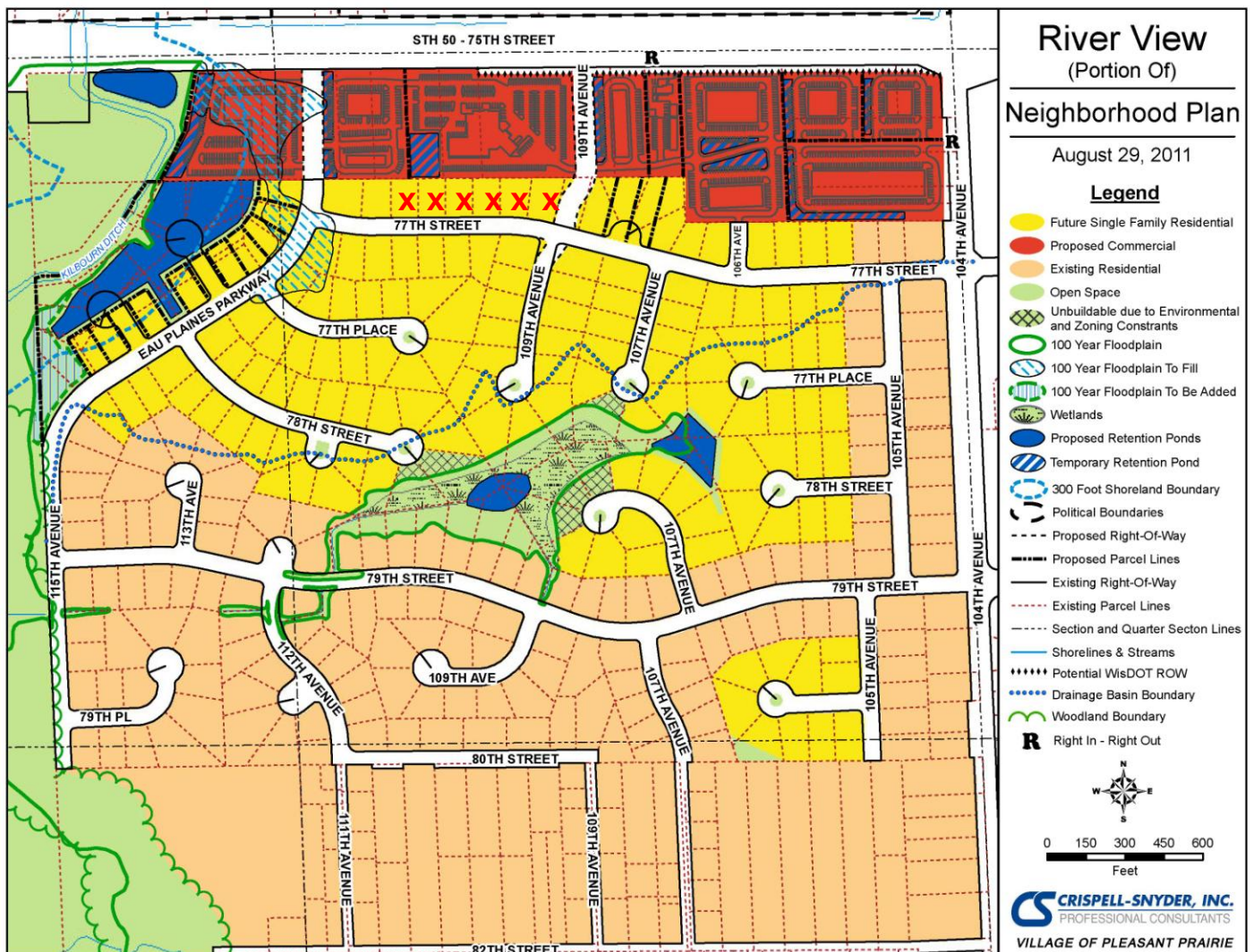
*[Note: Pursuant to the 2010 Census detailed information for the Village of Pleasant Prairie the average number of persons per household is 2.71 and school age children between the ages of 5 and 19 make up 22.6% of the population. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie the number of new students that will attend public school is 42% of the number of dwelling units.]*

- **ACCESS TO ARTERIAL ROADS:** Limited commercial access is allowed to STH 50 and 104<sup>th</sup> Avenue. Pursuant to the STH 50 Access Management Plans two (2) public roadways will connect to STH 50—at 109<sup>th</sup> Avenue and Eau Plaines Parkway; one right-in/right-out commercial access to STH 50 east of 109<sup>th</sup> Avenue and one right in/right out commercial access will connect to 104<sup>th</sup> Avenue north of 77<sup>th</sup> Street as shown. No other direct public roadway or commercial access to STH 50 and 104<sup>th</sup> Avenue is proposed.

**Neighborhood Plan Map 24  
River View Neighborhood Plan**

**Adopted by Plan Commission Resolution #11-04 and Village Board Ordinance #11-23 as amended by Ordinance #12-06**

**X** east 33.94 feet of Lot 3 of Block 8 of the Chateau Eau Plaines Subdivision and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision are changed from "Future Single Family" to "Proposed Commercial" designation



**ORDINANCE # 12-07**

**ORDINANCE TO CREATE A PLANNED UNIT DEVELOPMENT PURSUANT TO  
SECTION 420-137 OF THE VILLAGE ZONING ORDINANCE FOR THE  
LYNCH CHEVROLET OF PLEASANT PRAIRIE DEVELOPMENT  
IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that the following Planned Unit Development (PUD) Ordinance is hereby created for the Lynch Chevrolet of Pleasant Prairie Development pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:**

**Lynch Chevrolet of Pleasant Prairie Planned Unit Development**

- a. It is the intent that the Lynch Chevrolet of Pleasant Prairie Development, on the properties as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan; that the development will not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural, building and site design, landscaping, grading and drainage, lighting and general site development is an attractive and harmonious commercial development of sustained desirability and economic stability and will not have an adverse effect on the property values of the surrounding neighborhood.
- b. Legal Description: The properties included are collectively known as Lot 1 of CSM [REDACTED] as recorded at the Kenosha County Register of Deeds Office on [REDACTED], 2012 as Document No. [REDACTED] and is located in U.S. Public Land Survey Section 7, Township 1 North, Range 22 East of the Fourth Principal meridian lying and being in the Village of Pleasant Prairie and herein after referred to as the "DEVELOPMENT".
- c. Requirements within the DEVELOPMENT:
  - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village ordinances and regulations except as expressly modified in subsection (d) below.
  - (ii) The DEVELOPMENT shall be in compliance with the Site and Operational Plans conditionally approved on January 9, 2012 for the construction of Lynch Chevrolet of Pleasant Prairie to serve as their sales center for new and used automobiles and an auto repair and maintenance facility, and all other uses and operations as described on the Site and Operational Plans conditionally approved by the Village.
  - (iii) The DEVELOPMENT shall be in compliance Conditional Use Permit #11-16 as recorded at the Kenosha County Register of Deeds Office on [REDACTED], 2012 as Document Number [REDACTED] and any other future Conditional Use Permits that may be approved or amended by the Village for this site.
  - (iv) The DEVELOPMENT shall be in compliance with the Wisconsin Department of Transportation (WI DOT) Memorandum of Understanding executed in July 2011 and is on file with the Village related to the temporary commercial access to STH 50. Pursuant to the Agreement, when the 109<sup>th</sup> Avenue access roadway is constructed by the WI DOT in accordance with said Agreement then the temporary commercial access to STH 50 will be removed by the WI DOT.



- (v) After 77<sup>th</sup> Street is constructed a secondary gated emergency access driveway shall be installed by the owner of the DEVELOPMENT for access to the development site.
- (vi) The DEVELOPMENT, including but not limited to, the interior and exterior of the building, signs, storm water management basin, landscaping, parking lots, exterior site lighting, etc., and the site as a whole, shall be maintained in a clean, neat, presentable, aesthetically pleasing, well-maintained, structurally sound and non-hazardous condition.
- (vii) All building and site modifications (excluding general building and site maintenance) within the DEVELOPMENT shall be completed in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.
- (viii) The building, structures and all exterior additions, remodeling or alterations to the existing building, structures or to any future buildings and structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, outdoor furniture, etc. as approved by the Village Zoning Administrator. No material alterations or modification to these colors or materials shall be made without written approval of the Village.
- (ix) The owners of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement and Access Easement as approved by the Village Board on January 16, 2012.
- (x) The DEVELOPMENT shall comply with the designated business hours of operation and hours of delivery times for the B-2 District at all times during the year, even during the holiday seasons. Special hours of operation may be granted by the Village upon the owners/tenants entering into a separate Agreement with the Village for the provision of additional police officers and any related fees for additional security as determined necessary by the Village Police Chief.
- (xi) No land divisions shall be allowed within the DEVELOPMENT unless previously approved by the Village.
- (xii) All vehicles for sale/lease within the DEVELOPMENT shall be parked in designated areas of the site and depicted on the Site and Operational Plans. No vehicles shall be parked on the grass, in the landscaping, in the right-of-way, throat or driveway entrances, maneuvering lands or fire lanes. In addition, vehicles shall not be elevated with ramps or placed on platforms or the roof of the building.
- (xiii) All signs shall comply with Article X of Chapter 420 of the Village Municipal Code. As notes in said Ordinance the following types of signs are prohibited:
  - (1) Any sign with flashing or pulsating lights.
  - (2) Any inflatable sign or inflatable characters, including but not limited to tethered balloon signs or other gas-filled figures.
  - (3) Any temporary, spring-action metal advertising sign.
  - (4) Any spotlights used as visual attention-getters.
  - (5) A string of lights, tinsel, pennants, pinwheels or other similar devices hanging between two points or attached to light poles, cars, antennas, buildings or other structures on the property.
  - (6) Any sign place within an open hood of a vehicle for sale.
- (xiv) The DEVELOPMENT shall comply with all applicable performance standards set forth in § 420-38 of the Village Zoning Ordinance.

- (xv) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
- (xvi) The DEVELOPMENT shall not be used for any outside parking (neither overnight nor during the day) of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations.

d. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT:

- (i) Section 420-119 I related to dimensional standards shall be amended to read as follows:
  - I. Dimensional standards. Except as otherwise specifically provided in this chapter, and without limitation, all uses, sites, buildings and structures in the B-2 District shall comply with the following dimensional standards to the extent applicable:
    - (1) Lot size: two acres minimum.
    - (2) Lot frontage on a public street: 150 feet minimum.
    - (3) Open space: 30% minimum.
    - (4) Principal building standards:
      - (a) Gross floor area: 25,000 square feet minimum and 50,000 square feet maximum.
      - (b) Height: 35 feet maximum.
      - (c) Setbacks:
        - [1] Street setback: minimum of 65 feet from STH 50 and a minimum of 40 feet from 109<sup>th</sup> Avenue and 77<sup>th</sup> Street.
        - [2] Side and rear setback: 30 feet minimum.
        - [3] Wetland setback: 25 feet minimum.
    - (5) Detached accessory building/trash enclosure standards: detached accessory buildings or trash enclosures are prohibited.
- (ii) Section 420-48 C related to minimum number of off-street parking spaces shall be amended to read as follows:
  - C. Minimum number of off-street parking spaces. Minimum number of off-street parking spaces for the DEVELOPMENT shall be 46 parking spaces for employees and 49 parking spaces for customers. No designated customer or employee parking space shall be used for inventory parking and if customer and employee parking becomes an issue as determined by the Village Police Chief, additional parking spaces shall be added on the recently acquired land south of the building and adjacent to 77<sup>th</sup> Street. All employee and customer parking spaces shall be striped and the centerline of the all double row inventory parking areas shall be striped to ensure that all cars are parked appropriately on the site. No off-street parking shall be allowed on STH 50, 109<sup>th</sup> Avenue or 77<sup>th</sup> Street.

- (iii) Section 420-57 H (2) (g) related to exterior walls materials shall be amended to read:
  - (g) Exterior walls of all principal or accessory buildings shall be constructed of the following materials as shown on the Village approved Site and Operational Plans:
    - [1] Facing materials shall consist of the following materials:
      - [a] Architectural pre-cast panels with inset brick (light sandstone, smooth and tan integral throughout the panel).
      - [b] Bright aluminum metallic panels will be used within a portion of the architectural tower elements along the front of the building.
      - [c] Chevrolet blue aluminum panels at the main entrance of the building.
- (iv) Section 420-76 T (7) related to the setback for the primary monument sign to the right-of-way shall be amended to read as follows:
  - (7) Minimum street setback distance: 8 feet from the street right-of-way line of STH 50 and 15 feet from the street right-of-way of 109<sup>th</sup> Avenue and 77<sup>th</sup> Street.
- (v) Section 420-78 (K) (1) related to the total aggregate permitted background commercial advertising sign area shall be amended to read as:
  - (1) Except as is otherwise specifically provided in this article, the aggregate permitted background commercial advertising sign area allowed within the DEVELOPMENT not to exceed a maximum of 330 square feet.

e. Amendments:

- (i) The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 420-13 of the Village Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and/or Village Board of Trustees review and approval.

**Adopted this 6<sup>th</sup> day of February, 2012.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

Posted: \_\_\_\_\_

**ORD. # 12-08**

**ORDINANCE TO AMEND THE OFFICIAL ZONING MAP  
OF THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
PURSUANT TO CHAPTER 420-13 OF THE VILLAGE ZONING ORDINANCE**

**BE IT ORDAINED by the Village of Pleasant Prairie Board of Trustees,  
Kenosha County, Wisconsin, that the Official Village Zoning Map is hereby amended  
as follows:**

The subject properties are located at 10901 75<sup>th</sup> Street and the vacant properties known as east 33.94 feet of Lot 3 of Block 8 and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision located in U.S. Public Land Survey Section 7, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Numbers 93-4-122-071-0026; 91-4-122-071-1511 are hereby rezoned from the B-2, Community Business District and R-4, Urban Single Family Residential District to the B-2, Community Business District with a Planned Unit Development Overlay (PUD) District.

The Village Zoning Administrator is hereby directed to record these Zoning Map Amendments on the appropriate sheet of the Official Village Zoning Map and Appendix B in Chapter 420 of the Village Municipal Code shall be updated to include said amendment.

**Adopted this 6<sup>th</sup> day of February, 2012.**

**VILLAGE BOARD OF TRUSTEES**

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

ATTEST:

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

Posted: \_\_\_\_\_

08-Lynch PUD .doc

**AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM  
("DSIS")  
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE  
AND LYNCH VENTURES LLC**

THIS AGREEMENT regarding the Digital Security Imaging System (DSIS) (hereinafter referred to as the "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin municipal corporation with offices located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 (referred to as the "Village") and Lynch Ventures LLC, a Wisconsin Limited Liability Company with a business address of 29000 Sharon Lane, Waterford, WI 53185 (referred to as "Lynch Ventures"). In this Agreement Lynch Ventures is referred to as the "Owner".

**WITNESSETH:**

**WHEREAS**, the Owner of the real estate commonly known as Lot 1 of Certified Survey Map No. \_\_\_\_\_, (**Exhibit A**) recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin as Document No. \_\_\_\_\_, being a part of the Northeast One-Quarter of U.S. Public Land Survey Section 7, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and having Village Tax Parcel Numbers 91-4-122-071-0026 and 91-4-122-071-0511, collectively known as the "Owner's Property" in this Agreement; and

**WHEREAS**, The Owner desires to proceed with the development of the Lynch Chevrolet Dealership ("Lynch Chevrolet") on the Owner's Property to be located at 10901 75<sup>th</sup> Street in the Village, consisting of approximately a 31,000 square foot of automotive retail sales and service facility on an 8.1919-acre development site; and

**WHEREAS**, the General Motors (GM) Lynch Chevrolet Dealership will serve as a sales center for new and used automobiles and trucks with an auto repair and maintenance facility. Vehicle inventory will mostly be situated outdoors along the north and east sides of the 31,000 square foot proposed building. A 5,000 square foot indoor showroom will be located on the north side of the building. Repair and maintenance functions will be within an approximate 16,500 square foot service areas located on the south side of the building. The east side of the service area will allow service check-in functions, quick lube bays and a car wash. The west side of the service area will serve the maintenance and repair functions and vehicle detailing services. Customer parking is located on the sides of the building at the customer entrances. Employee parking will be located along the south

property line. For a temporary time period, until about 2017, access to the site will be directly available from State trunk Highway (STH) 50. Upon the reconstruction and widening of STH 50 by the Wisconsin Department of Transportation, the STH 50 access driveway entrance will be closed and the main access to the site will be from the newly constructed 109<sup>th</sup> Avenue. Emergency access to the site will be from a private driveway/access road extending north from 77<sup>th</sup> Street and from a driveway through private property to the west of the site; and

**WHEREAS**, The Owner's Property is presently zoned B-2, Community Business District with a Conditional Use Permit and Planned Unit Development Overlay District (PUD), which zoning classification allows the development of commercial automotive sales and service retail space subject to **Conditional Use Permit #11-16 (Exhibit B)** and in accordance with **Village Zoning PUD Ordinance #12-07 (Exhibit C)**. The PUD was adopted by the Village Board of Trustees (the "Village Board") on January 16, 2012; and

**WHEREAS**, the Village Plan Commission conditionally approved the **Conditional Use Permit** and revised **Final Site and Operational Plans** for the 31,000 square foot Lynch Chevrolet Dealership on the Owner's Property on January 9, 2012 subject to a number of conditions, one of which was the execution of this Agreement and the installation and operation of a DSIS for the Property; and

**WHEREAS**, the Village has asserted and the Owner agrees that the development of the Lynch Chevrolet Dealership will require additional security provisions pursuant to Village regulations in order to maintain a safe and enjoyable experience for customers and for the protection of their personal property vehicular inventory; and

**WHEREAS**, the Owner further agrees to be in compliance with Village Municipal Code Chapter 410 entitled, "Security Ordinance" through the implementation and use of a DSIS which is described in **Exhibit D** attached hereto, that monitors the exterior public access areas and driveways of the Owner's Property located in the Village; and

**WHEREAS**, the DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine retail sales and service development sites such as the Lynch Chevrolet Dealership in the Village and will provide emergency response personnel with a live visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers; and

**WHEREAS**, the implementation and usage of the DSIS will greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions because of the advanced visual assessment of the Property as it may pertain to a person or persons (personal identification), a location

(scene identification) and/or a situation (action identification) in emergency situations; and

**WHEREAS**, Section 410-7 of the referenced Security Ordinance Chapter of the General Code of the Village provides the authority to the Community Development Department to have the discretion, on a case by case basis, to determine the adequacy, ownership and easement requirements of the DSIS. Further, the Community Development Department has the right to waive certain requirements of Chapter 410 pertaining to the details of the security system, and the Department has agreed to do so, based upon this Agreement being executed between the parties; and

**WHEREAS**, the Owner and the Village Community Development Department have reached an agreement under Section 410-7 that the Owner shall install, inspect and maintain the DSIS per the Village's Security Ordinance requirements, except as modified by this Agreement. Further, the Owner shall grant an **Access Easement** to the Village allowing access and maintenance rights to the DSIS system and areas associated with the DSIS insofar as the Village has the right, but not the obligation, to maintain the DSIS system at the Owner's cost, if the Owner fails to do so; and

**WHEREAS**, the Owner recognizes that the Village may incur some inspection or maintenance costs with respect to the inspection or maintenance of the DSIS system on the Owner's Property and said costs shall be invoiced to the Owner and the Owner has agreed to reimburse the Village for certain referenced costs related to the DSIS program.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Owner and the Village agree as follows:

1. Video Surveillance and Easement Requirements. As a pre-condition to the Village granting any verbal or written building occupancy permits or approvals required by the Owner for the Lynch Chevrolet Dealership to be occupied, the Owner shall install, make operable and usable to the satisfaction of the Village, the on-site DSIS for security surveillance purposes. The DSIS shall be the system described in **Exhibit D** which was created pursuant to the proposal prepared by Jason J. Gaulke, an Electrical Engineer with LDV, with offices located at 180 Industrial Drive, Burlington, WI 53105 (262-757-2507), for the Owner, with the plans and video surveillance hardware specifications dated January 26, 2012, which is incorporated herein by reference. The Owner will hire a qualified contractor who shall install the DSIS. During the installation of the DSIS as provided herein, the Village shall have the right to inspect the DSIS at the Owner's expense. After the installation, Village inspection and system testing is complete, and if it meets with the approval of the Village, the Village shall notify the Owner of the Village's acceptance of the DSIS. The Owner agrees

to sign and deliver to the Village copies of any and all documents (e.g. DSIS installation and warranty information, copies of paid invoices for the work performed, copies of contractor lien waivers and an as-built drawing of the DSIS) that are reasonably requested by the Village to confirm such installation and operation of the DSIS to the Village. The DSIS shall be installed with at least a one (1) year warranty from the manufacturer and installer. The Owner shall be solely responsible for the costs for the purchase and installation and the subsequent ongoing maintenance of the DSIS.

In the event that the Owner alters the building, adds on to the building or otherwise changes or increases the development on their Property, such Owner shall be responsible for installing, at the Owner's sole expense, such additional cameras and other exterior DSIS as the Village determines are necessary and appropriate to carry out the purposes of this Agreement. The initial DSIS system installed in accordance with **Exhibit D** and any future additions to such system as exterior building alterations or changes within the development or new or additional development takes place on the Owners' Property, shall all be referred to as the "DSIS" for purposes of this Agreement.

a. Digital Security Imaging, Storage Devices, Related Equipment and Easements Required.

(i) The DSIS shall provide for complete surveillance of all exterior building perimeters, rear and side areas, walkways, other common areas and parking lots entrances within the development. The DSIS as described in **Exhibit D** shall adequately cover the Owner's Property as the Village deems reasonably necessary. If any changes or expansions are made to any portion of the Owner's Property, the determination as to the number and type of cameras which are reasonably necessary for the Village's surveillance needs shall rest within the reasonable discretion of the Village. All parties acknowledge it is the intent of the parties that the DSIS camera equipment will be located on exterior light standards of the Owner's Property and attached via non-penetrating mounts, or upon parking lot light poles and light standards, as shown on **Exhibit D**. Any DSIS equipment added after any change to the Lynch Chevrolet Dealership Property such as when the access to STH 50 is closed and new access is provided to 109<sup>th</sup> Avenue and when the emergency access driveway/roadway is constructed from 77<sup>th</sup> Street north to the Lynch site shall be in the sole discretion of the Village. Lynch Ventures will utilize its best efforts to ensure that the DSIS is as aesthetically tasteful and architecturally harmonious as reasonably possible. Without limiting the discretion of the Village under this Paragraph, the parties agree that any cameras and systems which are consistent with those contained in **EXHIBIT D** are aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

(ii) The DSIS will function as set forth in **Exhibit D** and as deemed necessary by the Village, which shall function continuously,



whether the business is open or closed and shall provide visible surveillance to the above described areas during hours of daylight and darkness. As such, sufficient light, as determined by the Village, shall be provided during the evening or night-time hours to guarantee the function, operation and clear viewing by the camera system.

(iii) The Owner agrees to provide the DSIS in a secured location within the Lynch Chevrolet facility on the Owner's Property that will be accessible for inspection and electronically accessed via a vpn internet connection with the assistance of the Owner. The Owner shall provide access as provided herein upon reasonable verbal or written advance notice to Owner. Notice given twenty-four (24) or more hours in advance shall conclusively be deemed reasonable and notice given less than twenty-four (24) hours in advance may also be reasonable depending upon the circumstances.

(iv) The Owner agrees to be responsible for all financial costs associated with the monthly billings for the utilities, electricity and high speed internet business connection for the DSIS equipment by making payments directly to the utility and communication companies. The Owner shall also be responsible for the heat, electricity and routine maintenance of the secured security area which houses the DSIS equipment.

(v) All digital video recorded by such system shall be archived in the secured area for a period of not less than two (2) weeks and shall be available to the Village for public safety purposes directly through Internet Protocol (IP) transmission via the Village's area-wide data network and shall also provide a "real time", "live look" surveillance capability via that same network. The Village Police Department shall have log-in capabilities to the DSIS "live-look" system on the Property independent of the Owner's personnel. Proper software security keys and logins will be provided to the Village Police and IT Departments to provide immediate access to both "real time" access as well as historical video as required.

(vi) The Owner shall grant a permanent Access Easement to the Village allowing access and maintenance rights, if the Owner fails to maintain the DSIS, to all such systems, equipment, devices and areas associated with the DSIS. The Village shall have the right, but not the obligation, to maintain the DSIS system at the financial cost of the Owner. All expenses incurred by the Village for the maintenance of the DSIS shall be paid to the Village by the Owner within ten (10) business days following written demand by the Village. At the time of the execution of this Agreement by the Owner, the Owner shall also execute the recordable Access Easement document attached hereto as **Exhibit E** and incorporated herein by reference.

b. Costs for the Video Surveillance System.

(i) The Owner shall have exclusive ownership and sole responsibility for the installation, operation, monitoring and maintenance of the DSIS. The Owner further covenants to operate and maintain the DSIS in

good condition and repair. The Owner shall be responsible for the: (a) costs of installation, (b) internet connection for the DSIS with a static IP address assigned to the DSIS connection and (c) inspection, equipment maintenance, repairs, insurance, and replacement and upgrading of the DSIS as necessary with such upgrading as needed being only for a reasonably comparable replacement of any equipment then being used in the DSIS.

(ii) As referenced above, the Owner has agreed to provide utilities to serve both the DSIS equipment and the secured area housing the DSIS. The Owner, at its sole cost and expense, shall also provide a conduit running to the security cameras as described in **Exhibit D** for low voltage as well as a separate conduit running to the cameras for high voltage. The Owner shall provide a business broadband internet connection to serve the DSIS. This broadband internet connection shall represent a clear, non-pixelated video image transmission to the Village Police Department and shall be reasonably acceptable to the Village IT Department.

c. Termination. The Owner may not terminate the DSIS at any time without prior written approval and notice from the Village. The Owner shall notify the Village Police Department Dispatch Center via the telephone and by U.S. mail to the persons as noted below whenever the DSIS is inoperable or the DSIS is unusable due to maintenance or testing. Further, if the DSIS is deemed by the Village as being inoperable or unusable for a time period in excess of 30 days without notification to the Village, the Owner shall be deemed to be in violation of Section 410 of the Village Code.

## 2. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The parties agree that any dispute under this Agreement shall be venued only in the Circuit Court for Kenosha County.

b. Attorneys Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Agreement and the complaining party places the enforcement of all or any part of this Agreement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its actual attorneys' fees and costs incurred thereby, whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall, in addition to all other amounts owed under this Agreement or applicable law, accrue interest from the due date until paid at eighteen percent (18%) per annum.

c. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral

or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

d. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any party or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other party or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

e. Binding Agreement. This Agreement shall be binding on the parties and their successors and assigns and shall continue as a covenant and servitude running in perpetuity with the Owner's Property. This Agreement may be recorded with the Kenosha County Register of Deed's Office against the Owner's Property.

f. Notices. Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (1) personally by United States registered or certified mail, postage prepaid, or (2) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice). Any such notice shall be addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to the Owner:

Lynch Ventures LLC  
Attn: Kurt Petrie, Managing Member  
29000 Sharon Lane  
Waterford, WI 53185

If to the Village:

Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Attn: Michael R. Pollocoff, Village Administrator

And to the Village:

Village of Pleasant Prairie  
Community Development Department  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Attn: Jean M. Werbie-Harris,  
Community Development Director

And to the Village:

Village of Pleasant Prairie  
Police Department  
8600 Green Bay Road  
Pleasant Prairie, WI 53158  
Attn: Brian J. Wagner, Police Chief

g. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the parties hereto.

h. Ordinance. The DSIS program under this Agreement shall be deemed to be sufficient to meet the current requirements set forth in Chapter 410 of the Village Municipal Code.

i. Village's Contractors and Work. Any contractor that may come onto any Owner's Property on behalf of the Village shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Village shall carry similar amounts and types of insurance when it enters onto any Owner's Property, provided, such insurance may be provided through the municipal insurance plan of the Village.

j. Liens. Notwithstanding the provisions of this Agreement, the Owner shall pay promptly all persons furnishing labor or materials with respect to any work performed by the Owner or its contractors on or about any Owner's Property. If any mechanic's or other liens shall at any time be filed against any Owner's Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, the Owner shall forthwith cause the same to be discharged of record or bonded.

k. Signing of Documents. Each party shall sign and deliver any documents which this Agreement requires such party to sign, no later than ten (10) days following written request by another party.

IN WITNESS WHEREOF, LYNCH VENTURES LLC has executed this DSIS Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**LYNCH VENTURES LLC**

By: \_\_\_\_\_  
Name: Kurt Petrie  
Title: Managing Manager

STATE OF \_\_\_\_\_ )  
  )SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me in \_\_\_\_\_, WI on \_\_\_\_\_, 2012, by KURT PETRIE, as the duly authorized Managing Member of LYNCH VENTURES LLC.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of Wisconsin  
My Commission expires: \_\_\_\_\_  
(is permanent)

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:**

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

**ATTEST:**

\_\_\_\_\_  
Name: Jane M. Romanowski  
Title: Village Clerk

STATE OF WISCONSIN    )  
                                  )SS:  
KENOSHA COUNTY )

This Agreement was acknowledged before me in Pleasant Prairie, WI on \_\_\_\_\_, 2012 by JOHN P. STEINBRINK and JANE M. ROMANOWSKI as the duly authorized President and Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin municipal corporation.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of Wisconsin  
My Commission expires: \_\_\_\_\_  
(is permanent)

**EXHIBIT A**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**COPY OF CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
[Attached hereto]**

**EXHIBIT B**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**VILLAGE CONDITIONAL USE PERMIT #11-16  
(Attached hereto)**



**EXHIBIT C**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**VILLAGE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE #12-07  
(Attached hereto)**

**EXHIBIT D**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**DSIS PLAN, HARDWARE DETAILS AND NARRATIVE  
[Attached hereto]**

## **Proposed Video Surveillance Hardware for Lynch Chevrolet Dealership, Pleasant Prairie**

The surveillance system will consist of a Vicon digital video recorder and 4 Vicon cameras. A PTZ camera will be mounted at each entrance to the building with the capability to scan the lot at that side of the facility. The HD bullet camera with IR illumination will be mounted at the main entrance off of highway 50 mounted such that it can capture vehicles license plates as they enter and exit the facility. When the entrance is relocated to the future 109<sup>th</sup> Ave a bullet camera with IR illuminators will be located there for capturing vehicles entering and exiting.

1x – Vicon Kollector Strike digital hybrid DVR – KS3B-1000V6

- 16 analog channels
- 8 IP camera channels
- IP accessible
- 480 fps MPEG recording, 240 fps H.264
- 1TB storage

3x – Vicon Surveyor PTZ Dome camera – SN118W

- HD 720p resolution
- 18x optical zoom
- Day/night camera
- High speed pan/tilt

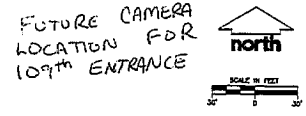
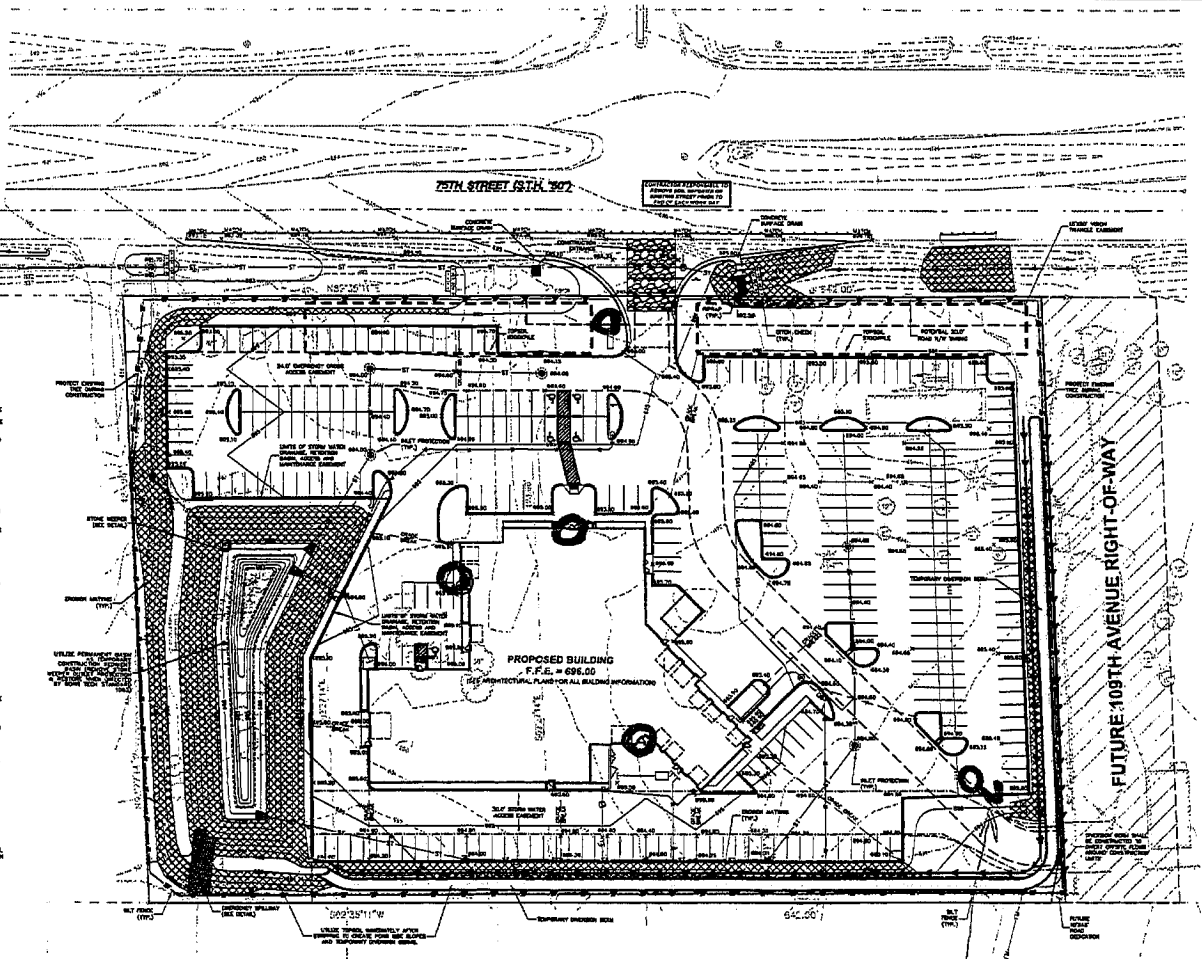
1x – Vicon V960B Series HD Bullet Camera with IR – V962B-IR312M

- HD 1080p resolution
- Day/Night with IR illumination for night
- Built in auto iris
- Remotely adjustable zoom
- Built in heater for extreme outdoor use

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF NECESSARY PERMITS AND FOR THE PROTECTION OF ALL ADJACENT PROPERTY. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTY AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF NECESSARY PERMITS AND FOR THE PROTECTION OF ALL ADJACENT PROPERTY. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTY AT ALL TIMES.

**GENERAL EROSION AND SEDIMENT CONTROL NOTES:**

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL ALL EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN SUCCESSFULLY REMOVED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF NECESSARY PERMITS AND FOR THE PROTECTION OF ALL ADJACENT PROPERTY. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTY AT ALL TIMES.
3. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT ALL LOCATIONS OF ACTIVE CONSTRUCTION AND SHALL BE MAINTAINED AND REPAIRED AS NECESSARY.
4. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT ALL LOCATIONS OF ACTIVE CONSTRUCTION AND SHALL BE MAINTAINED AND REPAIRED AS NECESSARY.
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31. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT ALL LOCATIONS OF ACTIVE CONSTRUCTION AND SHALL BE MAINTAINED AND REPAIRED AS NECESSARY.
32. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT ALL LOCATIONS OF ACTIVE CONSTRUCTION AND SHALL BE MAINTAINED AND REPAIRED AS NECESSARY.



**LEGEND**

|   |                   |   |                              |   |              |   |                    |
|---|-------------------|---|------------------------------|---|--------------|---|--------------------|
| ⊖ | WATER WHEEL       | — | EROSION CONTROL              | — | WALKWAY      | — | CONCRETE DRIVEWAY  |
| ○ | SANITARY MANHOLE  | — | ROCK BAND                    | — | DAY          | — | GRAVEL DRIVEWAY    |
| ⊙ | WATER MAIN        | — | FLAT PROTECTION (ONE DETAIL) | — | STONY ROAD   | — | ASPHALT DRIVEWAY   |
| □ | WATER MAIN        | — | FLAT PROTECTION (ONE DETAIL) | — | WET PAVEMENT | — | CONCRETE DRIVEWAY  |
| △ | TEMPORARY PILE-UP | — | FLAT PROTECTION (ONE DETAIL) | — | TOPOIL       | — | TEMPORARY DRIVEWAY |

**JSD Professional Services, Inc.**  
 10000 WISCONSIN STREET  
 SUITE 1000 WISCONSIN CENTER  
 GREENWOOD, INDIANA 46122  
 PHONE: 773.462.1800 FAX: 773.462.1801  
 WWW.JSDINC.COM

**PROPOSED BY:**  
**LYNCH MOTOR VEHICLE GROUP, INC.**  
 2330 BROWING LAKE DRIVE  
 BURLINGTON, WI 53105

**PROJECT:**  
**LYNCH CHEVROLET**

**PLANNING OFFICE:**  
 VILLAGE OF PLEASANT PRAIRIE  
 KENOSHA COUNTY, WI

**JOB PROJECT NO.:** 1104508

**SCALE:** AS SHOWN

**DATE:** 11/20/2024

**REVISIONS:**

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |

**TITLE:** EROSION CONTROL PLAN

**PROJECT NO.:** C-2.0

**EXHIBIT E**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**ACCESS EASEMENT  
[Attached hereto]**

**ACCESS EASEMENT**

DRAFT

This ACCESS EASEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the Grantor, Lynch Ventures LLC, a Wisconsin limited liability company (the "Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE (the "Easement Holder").

**RECITALS**

A. The Landowner is the owner of certain real estate in the Village of Pleasant Prairie, Kenosha County, Wisconsin, which is legally described in **Exhibit A** and incorporated herein by reference (collectively the "Landowner's Property").

B. The Easement Holder has entered into a Security Agreement with the Landowner for the right but not the obligation for the installation and maintenance of an exterior Digital Security Imaging System ("DSIS") upon Landowner's Property for security surveillance purposes (the "Agreement").

C. In connection with the above-referenced Agreement, the Landowner has agreed to convey to the Easement Holder access and maintenance rights to all such systems, devices and areas associated with the DSIS.

D. The Easement Holder acknowledges and agrees that the Landowner will utilize the Landowner's Property for an automobile and truck retail sales and service, commonly known as the Lynch Chevrolet Dealership Site ("Lynch Site"), and the Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property by the Landowner.

**GRANT OF ACCESS EASEMENT**

In consideration of the facts recited above, the Landowner and Easement Holder agree as follows:

**1. Grant of Easement.** The Landowner hereby grants and conveys to the Easement Holder, its contractors and agents, a perpetual, non-exclusive, rent-free, access and maintenance easement (the "Access Easement") over and through the

Recording Area

Name and Return Address

Jean M. Werbie-Harris  
Community Development Dept.  
Village Municipal Building  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Parcel Identification Numbers:

91-4-122-071-0026  
91-4-122-071-0511

exterior of the improvements located on that portion of the Landowner's Property required for the installation, maintenance and use of said DSIS, related electrical work and internet access, and if applicable to a secured area generally located as described in the DSIS Security Agreement, which location may be relocated by mutual agreement of the parties (the "Easement Property"). All utility lines shall be underground to the extent possible. The Landowner shall supply electricity and internet connection services for the DSIS as provided in the Agreement.

**2. Use of Access Easement.** The purpose of the Access Easement is to provide for the installation, operation and maintenance of a DSIS in accordance with a Security Agreement between the parties and other property owners dated on or about \_\_\_\_\_, 2012 (the "Agreement"), the terms and conditions of which are hereby incorporated in this Access Easement. Nothing in this Access Easement is intended to prohibit use of the Access Easement area by the Landowner, provided such use does not materially interfere with the use of the Access Easement by the Easement Holder. The Easement Holder agrees that it will not materially interfere with the normal operation and use of the Landowner's Property by the Landowner and its occupants, and that its equipment shall not impair the visibility of the Lynch site, vehicles, storefront or signage.

**3. Improvements.** The Easement Holder shall have the right, but not the obligation, to construct and install reasonable improvements upon the Easement Property in accordance with the terms in the Agreement, to make the Easement Property suitable for the installation of a DSIS with as little damage to the Landowner's Property as possible. Subject to the terms of the Agreement, if the Easement Holder undertakes the installation or maintenance of the DSIS, the Easement Holder agrees to use its best efforts to make the DSIS as aesthetically tasteful and architecturally harmonious as reasonably possible while still allowing the DSIS to cover as much of the Lynch Site as the Easement Holder deems reasonably necessary.

**4. Maintenance.** The Easement Holder shall have access at all times as it deems necessary for maintaining its DSIS and related equipment on the Easement Property to the extent necessary for the uses described in the Agreement. The Landowner shall pay the Easement Holder a maintenance fee and other fees as described in the Agreement if the Easement Holder undertakes inspections or takes over the responsibilities of the DSIS maintenance.

**5. Damage to Easement Property.** The Easement Holder shall be responsible for any damage that it may cause to the Easement Property. The Easement Holder shall promptly make all needed repairs, promptly after such damage, restoring the Easement Property to its condition prior to the damage. The Landowner shall promptly make any needed repairs to the Landowner's Property and the DSIS equipment that the Landowner may damage.

**6. Obstructions to Use of the Easement Property.** The Easement Holder may not utilize the Easement Property in a way that materially interferes with its use by any other person permitted to use it. The Easement Holder acknowledges and agrees that the Landowner's and its future owners or tenants' use of the Landowner's Property may include if permitted by the Village, outdoor kiosks, carts, tent sales, and

other events that may occur on the Landowner's Property, which such uses may be allowed, and shall not be considered an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct new improvements on the Landowner's Property, albeit with the necessary permits, and if said improvements interfere with use of the Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the DSIS equipment or modify its use of the Easement Property.

**7. Indemnity/Insurance/Liens.** All costs of installation, operation, and maintenance of the Easement Property and any improvements the Landowner installs thereon will be the responsibility of the Landowner as described in the Agreement.

Any contractor coming onto the Easement Property and/or the Landowner's Property on behalf of the Easement Holder shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (1,000,000) per occurrence combined single limit/ One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Easement Holder shall carry similar amounts and types of insurance when it enters onto the Easement Property and/or the Landowner's Property, provided, such insurance may be provided through the municipal insurance plan of Easement Holder. In connection with any installation, operation, maintenance or inspection of the Easement Property by the Easement Holder or its agents, employees or contractors, the Easement Holder shall indemnify, defend and hold harmless the Landowner from and against any lien, suit, loss, cost, expense (including reasonable attorneys' fees), personal injury, bodily injury or property damage arising from or relating to such activities of the Easement Holder, its agents, contractors or engineers on the Landowner's Property.

Nothing contained herein shall alter or eliminate any obligations of the Landowner to reimburse the Easement Holder for costs and expenses, as provided in the DSIS.

**8. Enforcement of Agreement.** The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

**9. Amendments.** This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the Landowner and Easement Holder.

**10. Successors.** All of the terms, covenants, conditions, and obligations set forth in this Access Easement and the Agreement shall inure to the benefit of and bind the



Landowner and Easement Holder, and their respective personal representatives, heirs, successors, transferees, assigns, and all future owners of the Landowner's property this Access Easement and the Agreement shall continue as a servitude running in perpetuity with the Landowner's Property.

**11. Severability.** If any provision or specific application of this Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Access Easement shall remain valid and binding.

**12. Governing Law.** This Access Easement shall be governed by and construed under the laws of the State of Wisconsin. The parties agree that any dispute hereunder shall be venued only in the Circuit Court for Kenosha County.

**13. Attorneys Fees and Interest.** If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Access Easement and the complaining party places the enforcement of all or any part of this Access Easement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its actual attorneys' fees and costs whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall accrue interest from the due date until paid at eighteen percent (18%) per annum.

(Signatures are on the Next Pages)

IN WITNESS WHEREOF, LYNCH VENTURES LLC has executed this Access Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**LYNCH VENTURES LLC**

By: \_\_\_\_\_

Name: Kurt Petrie

Title: Managing Manager

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me in \_\_\_\_\_, WI on \_\_\_\_\_, 2012, by KURT PETRIE, as the duly authorized Managing Member of LYNCH VENTURES LLC.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, State of \_\_\_\_\_

My Commission (expires) on: \_\_\_\_\_

(is permanent) \_\_\_\_\_

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:**

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

ATTEST:

\_\_\_\_\_  
Name: Jane M. Romanowski  
Title: Village Clerk

STATE OF WISCONSIN )  
                                  )SS:  
KENOSHA COUNTY     )

This Agreement was acknowledged before me in Pleasant Prairie, WI on \_\_\_\_\_  
\_\_\_\_, 2012 by JOHN P. STEINBRINK and JANE M. ROMANOWSKI as duly authorized  
President and Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin  
municipal corporation.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of  
Wisconsin

My Commission expires:  
\_\_\_\_\_

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage against the Property, consents to the Access Easement set forth above and agrees that its interest in the Property shall be subject to this Access Easement.

Dated: \_\_\_\_\_, 2012.

\_\_\_\_\_ Bank

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
  )SS:  
\_\_\_\_\_ COUNTY )

This instrument was acknowledged before me on \_\_\_\_\_, 2012  
by \_\_\_\_\_, (Name) the \_\_\_\_\_  
(Title) of the \_\_\_\_\_ (Bank).

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Type or Print Name of Notary Public

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

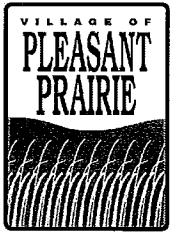
This instrument drafted by:

Jean M. Werbie-Harris  
Community Development Director  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
262-925-6718  
and  
Atty. Timothy J. Geraghty  
Godin, Geraghty & Puntillo, S.C.  
6301 Green Bay Road  
Kenosha, WI 53142  
262-657-3500

**EXHIBIT A**

**Legal Description of Landowner's Property**

**LOT 1 OF CERTIFIED SURVEY MAP # \_\_\_\_\_ RECORDED AS DOCUMENT  
# \_\_\_\_\_ AT THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE  
AND FURTHER IDENTIFIED AS PART OF THE NORTHEAST ONE-QUARTER OF  
U.S. PUBLIC LAND SURVEY SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST  
OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF PLEASANT  
PRAIRIE, KENOSHA COUNTY, WI. THE SITE CONTAINS APPROXIMATELY  
8.1919 ACRES MORE OR LESS.**



**WAIVER OF SPECIAL ASSESSMENT  
NOTICE AND HEARING UNDER  
Section 66.0703, Wisconsin Statutes**

**WE**, the undersigned, being the owner of  
lands commonly known and designated as:

**Return to:**

Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

**Tax Parcel Numbers:**

91-4-122-071-0026 and 92-  
4-122-071-1511

**LEGAL DESCRIPTION:** Lot 1 of CSM \_\_\_\_\_ (Recorded as Document # \_\_\_\_\_ on  
\_\_\_\_\_, 2012 at the Kenosha County Register of Deeds Office), located in a part of  
the Northeast One Quarter of U.S. Public Land Survey Section 7, Township 1 North, Range  
22 East of the of the Fourth Principal Meridian in the Village of Pleasant Prairie, County of  
Kenosha, State of Wisconsin.

In consideration of the construction by the Village of Pleasant Prairie, Wisconsin, of the  
following proposed public improvement, the undersigned owner, hereby admit that this  
improvement will specifically benefit their property located in the Village of Pleasant Prairie  
and consent to the levying of special assessments for the cost of this improvement against  
their property under Section 66.0703 of the Wisconsin Statutes.

A fair share cost of the total cost of installation of the **municipal water system  
within the future 109<sup>th</sup> Avenue to service the aforementioned property** and all  
incidental expenses incurred in connection therewith, including future maintenance  
and operational charges, interest and such other assessments or charges as may be  
levied by the Village to complete the financing, maintenance and debt retirement of  
this system, including, but in no way limiting thereto, the necessary prorated cost  
incurred in bringing water service to said property herein described.

In accordance with Section 66.0703(7)(b) of the Wisconsin Statutes, we hereby waive all  
special assessment notices and hearings required by Section 66.0773(7)(b) of the Wisconsin  
Statutes, and we further agree and admit that the benefit to our property from the  
construction of this improvement is in proportion to the linear footage thereof.

The total assessment\* for the project is included in **Exhibit 1** and the following assessments for the legally describe property pursuant to this document includes:

**WATER ASSESSMENT:**

**ASSESSABLE FRONTAGE: 599.98 feet at \$55.53 per foot\* = \$33,316.89\***

\*The figures above are based on current charges for 2012. The Village reserves the right to reopen and adjust the special assessment allocation either by increasing or decreasing the amounts to reflect actual project costs pursuant to Section 66.0703 (10) of the Wisconsin State Statues.

**This waiver shall be construed as a covenant running with the lands embraced herein and shall be binding upon these signatories their successors and assigns.**

**WE FURTHER** certify that the undersigned constitutes all of the record owners of the lands commonly known as the above-mentioned parcel.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

**OWNER: Lynch Ventures LLC**

\_\_\_\_\_  
Name: Kurt Petrie  
Title: Managing Manager

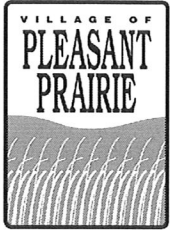
STATE OF WISCONSIN)  
SS  
COUNTY OF KENOSHA)

This instrument was acknowledged before me in Pleasant Prairie Wisconsin, on this \_\_\_\_ day of \_\_\_\_\_, 2012 by **Kurt Petrie as the duly authorized Managing Member of Lynch Ventures LLC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, Wisconsin  
My Commission Expires: \_\_\_\_\_

**This instrument was drafted by:**

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



**WAIVER OF SPECIAL ASSESSMENT  
NOTICES AND HEARING UNDER  
Section 66.0703, Wisconsin Statutes**

**WE**, the undersigned, being all of the owners of lands commonly known and designated as:

**Return to:**

Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

**Tax Parcel Numbers:**

91-4-122-071-0026 and 92-  
4-122-071-1511

**LEGAL DESCRIPTION:** Lot 1 of CSM \_\_\_\_\_ (Recorded as Document # \_\_\_\_\_ on \_\_\_\_\_, 2012 at the Kenosha County Register of Deeds Office), located in a part of the Northeast One Quarter of U.S. Public Land Survey Section 7, Township 1 North, Range 22 East of the of the Fourth Principal Meridian in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

In consideration of the construction by the Village of Pleasant Prairie, Wisconsin, of the following proposed public improvements, the undersigned owners, hereby understand and admit that these improvements may specifically benefit their property. If the owners decide to abandon their on-site stormwater facilities and connect to an off-site regional stormwater facility generally located west of the future Eau Plaines Parkway and south of STH 50 in the Village of Pleasant Prairie, they consent to the levying of special assessments for the cost of these improvements against their properties under Section 66.0703 of the Wisconsin Statutes.

A fair share of the total cost of the future **Off-Site Regional Stormwater Facility located west of the future Eau Plaines Parkway south of STH 50 and associated storm sewer including the surveying, design, permitting and construction and construction management expenses** that may accommodate the stormwater from said property provided the owner adjacent to said property incurred, including interest and such other assessments or charges as may be levied by the Village.

In accordance with Section 66.0703 (7) (b) of the Wisconsin Statutes, we hereby waive all special assessment notices and hearings required by Section 66.0703 of the Wisconsin Statutes, and we further agree and admit that the benefit to our property from the construction of this improvement is in proportion to the acreage thereof.



The total assessment\* for the project is included in **Exhibits 1 and 2** and the following assessments for the legally describe property pursuant to this document includes:

**REGIONAL STORM WATER BASIN:**

**ASSESSABLE AREA: 8.1919 acres x \$18,257.60 per acre =\$149,564.43\***

**STORM SEWER:**

**ASSESSABLE AREA: 8.1919 acres x \$18,019.35 per acre =\$147,612.71\***

\*The figures above are based on current charges for 2012. The Village reserves the right to reopen and adjust the special assessment allocation either by increasing or decreasing the amounts to reflect actual project costs pursuant to Section 66.0703 (10) of the Wisconsin State Statues.

**This waiver shall be construed as a covenant running with the lands embraced herein and shall be binding upon these signatories their successors and assigns.**

**WE FURTHER** certify that the undersigned constitutes all of the record owners of the lands commonly known as the above-mentioned parcel.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

**OWNER: Lynch Ventures LLC**

\_\_\_\_\_  
Name: Kurt Petrie  
Title: Managing Manager

STATE OF WISCONSIN)  
SS  
COUNTY OF KENOSHA)

This instrument was acknowledged before me in Pleasant Prairie Wisconsin, on this \_\_\_\_ day of \_\_\_\_\_, 2012 by **Kurt Petrie as the duly authorized Managing Member of Lynch Ventures LLC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, Wisconsin  
My Commission Expires: \_\_\_\_\_

**This instrument was drafted by:**

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



**DRAFT**

**WAIVER OF SPECIAL ASSESSMENT  
NOTICES AND HEARING UNDER  
Section 66.0703, Wisconsin Statutes**

**WE**, the undersigned, being all of the owners of lands commonly known and designated as:

**Return to:**  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

**Tax Parcel Numbers:**  
91-4-122-071-0026 and 92-  
4-122-071-1511

**LEGAL DESCRIPTION:** Lot 1 of CSM \_\_\_\_\_ (Recorded as Document # \_\_\_\_\_ on \_\_\_\_\_, 2012 at the Kenosha County Register of Deeds Office), located in a part of the Northeast One Quarter of U.S. Public Land Survey Section 7, Township 1 North, Range 22 East of the of the Fourth Principal Meridian in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

In consideration of the construction by the Village of Pleasant Prairie, Wisconsin, of the following proposed public improvements, the undersigned owners, hereby understand and admit that these improvements will specifically benefit their property located in the Village of Pleasant Prairie and consent to the levying of special assessments for the cost of these improvements against said property under Section 66.0703 of the Wisconsin Statutes.

A fair share of the total cost of **municipal sanitary sewer in 109<sup>th</sup> Avenue and 77<sup>th</sup> Street infrastructure including the surveying, design, permitting and construction and construction management expenses of the roadway, curb and gutter, sidewalks, sanitary sewer, water, storm sewer, street trees, street lights and street signs** adjacent to said property incurred, including interest and such other assessments or charges as may be levied by the Village.

In accordance with Section 66.0703(7)(b) of the Wisconsin Statutes, we hereby waive all special assessment notices and hearings required by Section 66.0773(7)(b) of the Wisconsin Statutes, and we further agree and admit that the benefit to our property from the construction of this improvement is in proportion to the linear footage thereof.

The total assessment\* for the project is included in **Exhibits 1** and the following assessments for the legally describe property pursuant to this document includes:

**77<sup>th</sup> STREET URBAN ROADWAY IMPROVEMENTS:**

ASSESSABLE FRONTAGE: \_\_\_\_\_ ft. x \_\_\_\_\_ per linear ft. = \$ \_\_\_\_\_\*  
(improvements include roadway, curb and gutter, sidewalks, street trees, street lights and street signs)

**SANITARY SEWER ASSESSMENT:**

ASSESSABLE FRONTAGE: 676.07 ft. at \$\_\_\_\_\_ per linear ft. = \$\_\_\_\_\_ \*  
(250 ft.-109<sup>th</sup> Ave. 558.07 ft.-77<sup>th</sup> St. -132 ft. corner credit = 676.07 ft.):

**WATER ASSESSMENT:**

ASSESSABLE FRONTAGE: 1,056.05 ft. at \$\_\_\_\_\_ per ft. = \$\_\_\_\_\_ \*  
(599.98 ft.-109<sup>th</sup> Ave. 558.07 ft.-77<sup>th</sup> St. -132 ft.= 1,056.05 ft.):

**STORM SEWER ASSESSMENT: \$\_\_\_\_\_ \***

ASSESSABLE AREA: 8.1919 ac. x \$\_\_\_\_\_ per ac. = \$\_\_\_\_\_ \*

\*The figures above are based on current charges for 2012. The Village reserves the right to reopen and adjust the special assessment allocation either by increasing or decreasing the amounts to reflect actual project costs pursuant to Section 66.0703 (10) of the Wisconsin State Statues.

**This waiver shall be construed as a covenant running with the lands embraced herein and shall be binding upon these signatories their successors and assigns.**

**WE FURTHER** certify that the undersigned constitutes all of the record owners of the lands commonly known as the above-mentioned parcel.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

**OWNER: Lynch Ventures LLC**

\_\_\_\_\_  
Name: Kurt Petrie  
Title: Managing Manager

STATE OF WISCONSIN)  
SS  
COUNTY OF KENOSHA)

This instrument was acknowledged before me in Pleasant Prairie Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by **Kurt Petrie as the duly authorized Managing Member of Lynch Ventures LLC.**

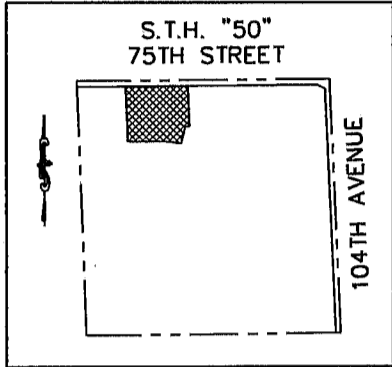
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, Wisconsin  
My Commission Expires: \_\_\_\_\_

**This instrument was drafted by:**  
Jean M. Werbie-Harris  
Community Development Director  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

**CERTIFIED SURVEY MAP No.**

BEING A REDIVISION OF ALL OF LOT B AND LOT C OF CERTIFIED SURVEY MAP NO. 912, THE EAST 33.94 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, BLOCK 8 OF CHATEAU EAU PLAINES AND ADDITIONAL LANDS ALL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**LOCATION MAP**



NE 1/4 SECTION 7, T1N, R22E  
SCALE 1" = 2000'

**PREPARED BY:**

**JSD Professional Services, Inc.**  
Engineers • Surveyors • Planners

MILWAUKEE REGIONAL OFFICE  
N22 W22231 NANCY'S COURT SUITE 3  
WAUKESHA, WISCONSIN 53186  
262.513.0666 PHONE | 262.513.1232 FAX

**PREPARED FOR:**

LYNCH VENTURES LLC  
2300 BROWNS LAKE DR.  
BURLINGTON, WI 53105

**LEGEND:**

- 1" IRON PIPE FOUND & ACCEPTED
- 1" X 18" IRON PIPE SET WEIGHING 1.13 LBS/FT
- (R) RECORDED AS DIMENSION

UNPLATTED LANDS

N02°27'14"W 423.96'

**LOT 1**

360,964 SQ. FT.  
(8.2866 ACRES) GROSS  
356,840 SQ. FT.  
(8.1919 ACRES) NET

UNPLATTED LANDS

LOT C  
CSM NO. 912

**BEARING BASIS**  
ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, THE NORTH LINE OF THE NE 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST WAS USED AS SOUTH 89°35'11" WEST

**PROJECT CONVERSION FACTOR:**  
GRID/1.0000039 = GROUND

SUBJECT TO EASEMENTS OF RECORD.

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

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

N60°24'49"W  
45.00'

*By the Village*  
22.50' WIDE RESTRICTION FOR POSSIBLE FUTURE ACQUISITION BY WisDOT TO BE RELINQUISHED IF NOT PURCHASED BY 2020

282.00'

N89°35'11"E

NORTH LINE OF THE NE 1/4 OF SEC. 7-1-22  
1142.24'  
589°35'11"W 2612.24'

**S.T.H. '50' - 75TH STREET**  
200' WIDE RIGHT-OF-WAY  
DEDICATED PUBLIC STREET

MATCH LINE

LOT B  
CSM NO. 912

224 SQ. FT. (0.0052 AC.)  
DEDICATED PUBLIC STREET

S10°13'21"W  
45.54'

356.66'  
379.17'

S02°27'14"E 423.96'

LOT A  
CSM NO. 912

360.00'

642.00'

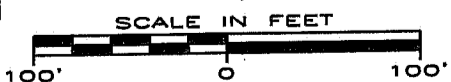
P.O.B.

1470.00'

S02°27'14"E

60.04'

NE CORNER OF THE NE 1/4 OF SEC. 7-1-22  
CONC. MON. W/ ALUMINUM CAP  
N: 213,600.59 } GRID  
E: 2,556,611.50



DATED THIS \_\_\_\_\_ DAY OF JANUARY, 2012  
THIS INSTRUMENT WAS DRAFTED BY JOHN P. KONOPACKI, S-2461

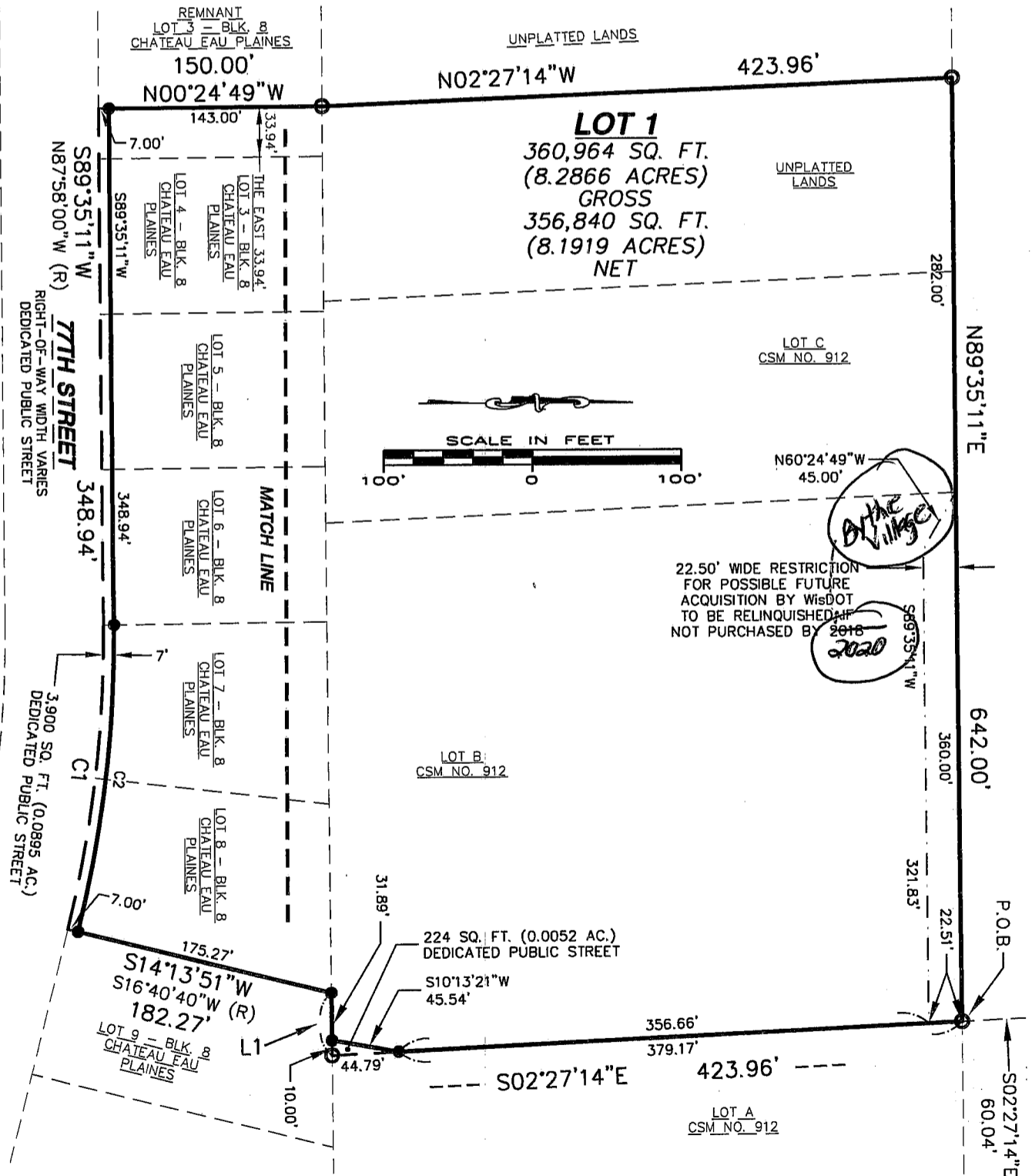
**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF ALL OF LOT B AND LOT C OF CERTIFIED SURVEY MAP NO. 912, THE EAST 33.94 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, BLOCK 8 OF CHATEAU EAU PLAINES AND ADDITIONAL LANDS ALL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

| LOT CURVE DATA |            |         |                                  |              |                            |
|----------------|------------|---------|----------------------------------|--------------|----------------------------|
| CURVE NO.      | ARC LENGTH | RADIUS  | CHORD BEARING                    | CHORD LENGTH | CENTRAL ANGLE              |
| C1             | 207.34'    | 811.23' | N83°05'29.5"W<br>N80°38'40"W (R) | 206.78'      | 14°38'39"<br>14°38'40" (R) |
| C2             | 209.13'    | 818.23' | N83°05'29.5"W                    | 208.56'      | 14°38'39"                  |

- LEGEND:**
- 1" IRON PIPE FOUND & ACCEPTED
  - 1" X 18" IRON PIPE SET WEIGHING 1.13 LBS/FT
  - (R) RECORDED AS DIMENSION

| LOT LINE DATA |                                |        |
|---------------|--------------------------------|--------|
| LINE          | BEARING                        | LENGTH |
| L1            | S89°35'11"W<br>N87°58'00"W (R) | 41.89' |



DATED THIS \_\_\_\_\_ DAY OF JANUARY, 2012  
THIS INSTRUMENT WAS DRAFTED BY JOHN P. KONOPACKI, S-2461

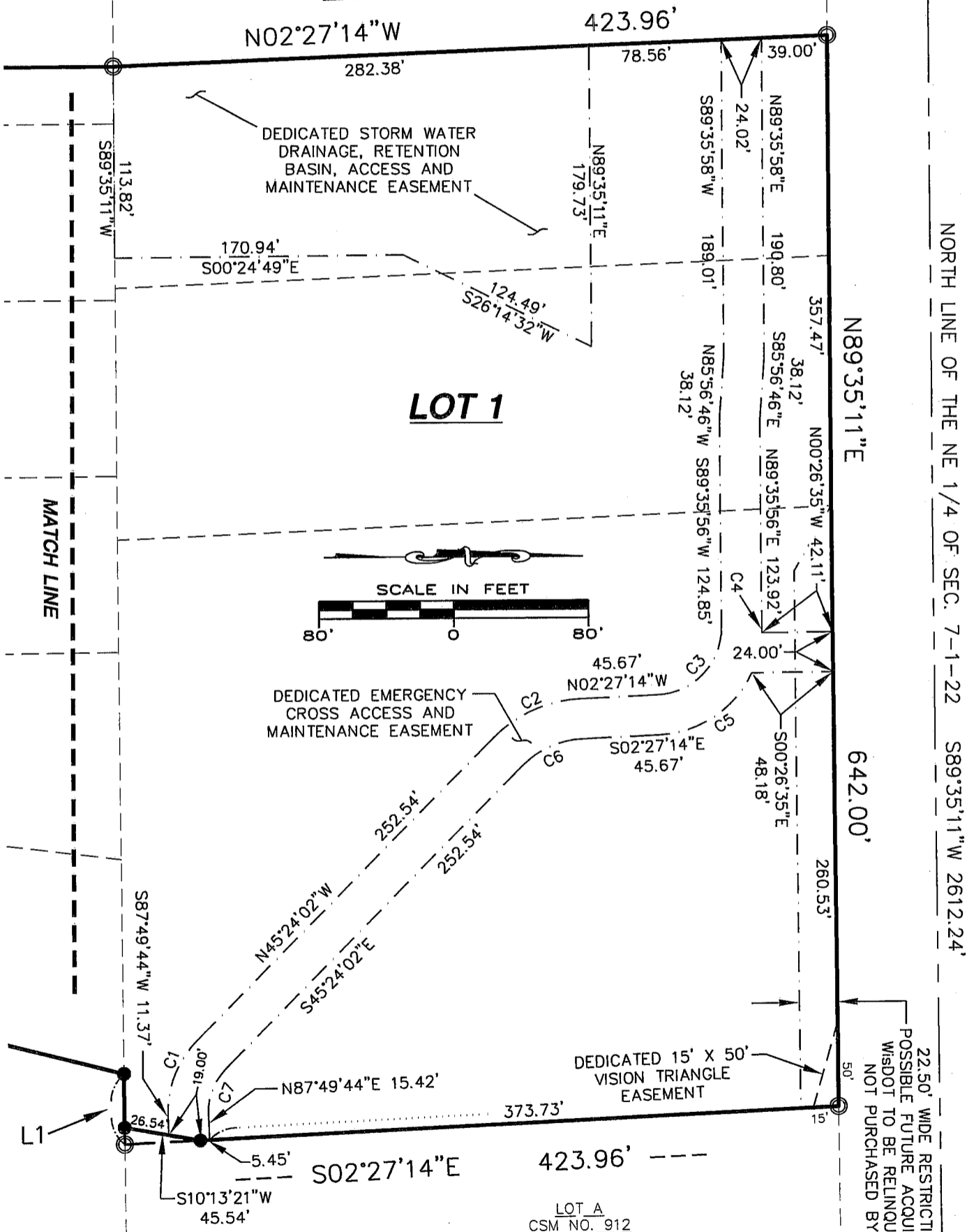
J:\SD Projects\TIC4598 Lynch Chevrolet - Pleasant Prairie.dwg \TIC4598 CSM.dwg

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF ALL OF LOT B AND LOT C OF CERTIFIED SURVEY MAP NO. 912, THE EAST 33.94 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, BLOCK 8 OF CHATEAU EAU PLAINES AND ADDITIONAL LANDS ALL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**EASEMENT DETAIL SHEET**

UNPLATTED LANDS



NORTH LINE OF THE NE 1/4 OF SEC. 7-1-22 S89°35'11\"W 2612.24'

22.50' WIDE RESTRICTION FOR POSSIBLE FUTURE ACQUISITION IF NOT PURCHASED BY 2018

SEE SHEET 4 OF 8 FOR EASEMENT CURVE DATA

DATED THIS \_\_\_\_ DAY OF JANUARY, 2012  
THIS INSTRUMENT WAS DRAFTED BY JOHN P. KONOPACKI, S-2461

J:\SD Projects\11C4598 Lynch Chevrolet - Pleasant Prairie\dwg\11C4598 CSM.dwg

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF ALL OF LOT B AND LOT C OF CERTIFIED SURVEY MAP NO. 912, THE EAST 33.94 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, BLOCK 8 OF CHATEAU EAU PLAINES AND ADDITIONAL LANDS ALL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin            )  
  ) SS  
County of Kenosha            )

I, John P. Konopacki, Registered Land Surveyor, do hereby certify that I have surveyed, divided, dedicated and mapped a redivision of all of Lot B and Lot C of Certified Survey Map No. 912 recorded in the Kenosha County Register of Deeds Office on March 23, 1983 in Volume 1129 of Certified Survey Maps on Page 250 as Document No. 700496, the east 33.94 feet of Lot 3 and all of Lots 4, 5, 6, 7 and 8, Block 8 of Chateau Eau Plaines recorded in the Kenosha County Register of Deeds office on April 29, 1977 in Volume 986 on Pages 439-442 as Document No. 615248 in the Kenosha County Register of Deeds Office and additional lands all being a part of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Section 7; thence South 89°35'11" West along the north line of said Northeast 1/4, 1470.00 feet; thence South 02°27'14" East, 60.04 feet to the northeast corner of Lot B of said Certified Survey Map No. 912 on the south line of State Trunk Highway "50" - 75th Street and the point of beginning;

Thence continuing South 02°27'14" East along the east line of said Lot B, 423.96 feet to the southeast corner of said Lot B and the north line of Block 8 in Chateau Eau Plaines; thence South 89°35'11" West along the south line of said Certified Survey Map No. 912 and said north line of Block 8, 41.89 feet to the northeast corner of Lot 8 of said Block 8; thence South 14°13'51" West along the east line of said Lot 8, 182.27 feet to the north line of 77th Street and a point on a curve; thence northwesterly 207.34 feet along said north line and curve to the left, whose radius is 811.23 feet and whose chord bears North 83°05'29.5" West, 206.78 feet to a point of tangency; thence South 89°35'11" West along said north line, 348.94 feet; thence North 00°24'49" West, 150.00 feet to the north line of said Block 8; thence North 02°27'14" West, 423.96 to the south line of said State Trunk Highway "50" - 75th Street; thence North 89°35'11" East along said south line, 642.00 feet to the point of beginning.

Containing in all 360,964 square feet (8.2866 acres) gross and 356,840 square feet (8.1919 acres) net of land, more or less.

All subject to easements and restrictions of record and potential future road widening and government restrictions, if any.

That I have made such survey, land division and map by the direction of Lynch Ventures LLC, owner of said land.

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

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

DATED THIS \_\_\_\_\_ DAY OF JANUARY, 2012

\_\_\_\_\_  
John P. Konopacki, R.L.S.  
Registered Land Surveyor, S-2461

| EASEMENT CURVE TABLE |            |        |               |              |               |
|----------------------|------------|--------|---------------|--------------|---------------|
| CURVE NO.            | ARC LENGTH | RADIUS | CHORD BEARING | CHORD LENGTH | CENTRAL ANGLE |
| C1                   | 48.57'     | 59.50' | N68°47'08.5"W | 47.23'       | 46°46'13"     |
| C2                   | 57.72'     | 77.00' | N23°55'38"W   | 56.37'       | 42°56'48"     |
| C3                   | 61.40'     | 40.00' | N46°25'39"W   | 55.55'       | 87°56'50"     |
| C4                   | 3.39'      | 64.00' | S88°52'59.5"E | 3.39'        | 03°02'09"     |
| C5                   | 69.93'     | 64.00' | S33°45'22"E   | 66.50'       | 62°36'16"     |
| C6                   | 39.73'     | 53.00' | S23°55'38"E   | 38.80'       | 42°56'48"     |
| C7                   | 28.98'     | 35.50' | S68°47'08.5"E | 28.18'       | 46°46'13"     |

J:\SD Projects\11C4598 Lynch Chevrolet - Pleasant Prairie.dwg 11C4598 CSM.dwg

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF ALL OF LOT B AND LOT C OF CERTIFIED SURVEY MAP NO. 912, THE EAST 33.94 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, BLOCK 8 OF CHATEAU EAU PLAINES AND ADDITIONAL LANDS ALL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**DEDICATION AND EASEMENT PROVISIONS**

1. The fee interest in the 224 square feet (0.0051 acres) area shown as a Dedicated Public Street on this Certified Survey Map (CSM) located at the southeastern corner of Lot 1 is hereby dedicated, given, granted and conveyed by Lynch Ventures LLC, (the "Owner") to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalk or bike lane, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: a nonexclusive easement hereby reserved by the current Owner or the future Owner(s) of Lot 1 shown on this CSM which is adjacent to the Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of the sidewalk or bike lane, if required by the Village, in the areas in between the roadway and the Lot. In the event of any conflict between the rights of the Village, its fee interest in the Dedicated Public Street area shown on this CSM and the rights of the Owner or of the future Owner(s) of the Lot pursuant to the dedication retained herein, the rights of the Village shall be deemed to be superior.
  
2. The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way and private roadway easement areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public roadway areas to their pre-existing condition, at its own cost, after any use of such areas. ~~In the event the private companies do not restore the public roadway areas to a vegetatively stabilized condition while providing current or future services benefiting the Owner's property, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies).~~ Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public or private roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.
  
3. A nonexclusive easement coextensive with the area shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and conveyed by the Owner to the Village for private storm water drainage and retention basin system improvements, storm water storage and conveyance, uses and purposes, and for construction, installation, repair, alteration, replacement and maintenance activities and all related ingress and egress over and across the Owner's property. This dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement shall be exclusive, except for: (1) the Owner's obligation to use and maintain the private storm water drainage and retention basin system improvements, storm water storage and conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities including the planting and irrigating, care and maintenance of the Easement area on Lot 1 as it will not interfere with any of the improvements, uses and purposes of the Village and (2) such other Easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof as dedicated and shown on Lot 1 of this CSM. In the event of any conflicts between the rights of the Village pursuant to this Easement and the rights of any other persons or entities with respect to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement, the Village's rights under this Easement shall be deemed to be superior. This easement shall be vacated by the Village Board upon the completion, inspection and easement dedication of the Chateau Plaines regional storm water basin to the Village, which is intended to serve the Lot 1 property.

Accepted  
Village

J:\USD Projects\11c4598 Lynch Chevrolet - Pleasant Prairie.dwg 11c4598 CSM.dwg



**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF ALL OF LOT B AND LOT C OF CERTIFIED SURVEY MAP NO. 912, THE EAST 33.94 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, BLOCK 8 OF CHATEAU EAU PLAINES AND ADDITIONAL LANDS ALL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

(Continued)

Unless the Village exercises the rights granted to it hereunder with respect to the Easement area, the Village shall have no obligation to do anything pursuant to its rights under this Easement. The Owner of Lot 1 shall be responsible for all costs associated with the construction and maintenance of the private storm water drainage and retention basin improvements contained within this nonexclusive easement area.

4. A perpetual nonexclusive easement coextensive with the area shown as a Dedicated 15' X 50' Vision Triangle Easement shown on this CSM is hereby dedicated, given, granted and conveyed by the Owner to the Village and Wisconsin Department of Transportation (WI DOT) in order to maintain a clear sight line of vision at the State Trunk Highway 50 and future 109th Avenue intersection. There shall be no obstructions, such as but not limited to buildings, signage, fences, vehicular parking, vegetation, or shelters permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet, unless approved by the Village and WI DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village, Kenosha County or the WI DOT.
5. A perpetual nonexclusive easement coextensive with the areas shown as a Dedicated Emergency Cross Access and Maintenance Easement shown on this CSM hereby places restrictions on Lot 1 wherein a cross access easement is given, granted and conveyed by the Owner to the Village for public access, driveway, pedestrian and cross access purposes improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, and maintenance activities to serve this Development and the abutting land owners in the event of an emergency. This Dedicated Emergency Cross Access and Maintenance Easement shall be vacated by the Village Board upon the completion and inspection of a Village approved 77th Street gated emergency access and a 109th Avenue access to the property.
6. A Restriction Area is shown on this CSM extending 22.50 feet south along the northeastern property boundary of the property for the future construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalk or bike lane, if required by the WI DOT, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, utility and communications facilities, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such restriction is subject to the WI DOT acquisition and compensation of the land area for the future widening of the State Trunk Highway 50 right-of-way. If it is determined by the WI DOT upon the completion of the STH 50 reconstruction project that this land area is not needed for the STH 50 highway widening project by 2020, this restriction shall be vacated by the Village Board.
7. The Dedicated Emergency Cross Access and Maintenance Easement shall be vacated by the Village Board when the property between Eau Plaines Parkway and this CSM are served by two Village approved accesses.

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF ALL OF LOT B AND LOT C OF CERTIFIED SURVEY MAP NO. 912, THE EAST 33.94 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, BLOCK 8 OF CHATEAU EAU PLAINES AND ADDITIONAL LANDS ALL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**RESTRICTIVE COVENANTS**

1. The Owner hereby covenants that the Dedicated Storm Water, Drainage, Retention Basin, Access and Maintenance Easement shown on the CSM hereby places restrictions on the use of the referenced land because of the location of this Dedicated Storm Water and Retention Basin Easement, which was given, granted and conveyed by the Owner to the Village for private storm water collection purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities and for all related and incidental ingress and egress over and across the owner's property to serve the Development as referenced in the Dedication and Easement Provisions on this CSM. The Owner further covenants that there shall be no buildings, fences, gates, signs, berming or altering of the grade of the land within the Easement area without prior written approval of the Village. In the event that the Owner fails to maintain the retention basin and Village exercises its rights to maintain, repair or replace said private retention basin or related storm water facilities, the Owner of the affected property, not the Village, shall be responsible for any and all costs associated with the removal, restoration and or replacement of the retention basin or related storm water facilities. This covenant shall run with the land, shall be binding upon the Owner, its successors, assigns and successors-in-title of the land, in their capacity as the Owner of this land, and shall benefit and be enforceable by the Village. This Easement shall be vacated by the Village Board upon the completion, inspection and easement dedication of the Chateau Eau Plaines regional storm water basin to the Village, which is intended to serve the Lot 1 property.
2. The Owner hereby covenants that the Dedicated Vision Triangle Easement shown on this CSM hereby places restrictions on Lot 1 because of the location of this Easement which was given, granted and conveyed by the Owner in order to maintain a clear sight line of vision at the State Trunk Highway 50 and 109th Avenue intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and WI DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village, Kenosha County or the WI DOT.
3. The Owner hereby covenants that the Dedicated Emergency Cross Access and Maintenance Easement shown on this CSM hereby places restrictions on Lot 1 wherein an Emergency Cross Access Easement was given, granted and conveyed by the Owner to the Village for public access, driveway, pedestrian and cross access purposes improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, and maintenance activities. The Owner further understands that the Village has required an emergency access route extending from the land to the west of the Development, through the Development and extending to future 109th Avenue within the Easement area per the Development's Village approved Site and Operational Plan. This Easement is for the benefit of the Village, traveling public and adjacent land owners in the event of an emergency and shall be enforceable by the Village. This Easement shall be vacated by the Village Board upon the completion and inspection of a Village approved 77th Street gated emergency access and a 109th Avenue access to the property.
4. The Owner hereby covenants that the 22.50' Wide Restriction Area shown on this CSM on the north side of the Lot 1 property located along the south side of STH 50 is hereby restricted for future acquisition and compensation by the WI DOT for the future reconstructing and widening of the STH 50 street right-of-way. The Owner shall not place any obstructions, such as but not limited to structures, parking lots, signage, fences, vehicular parking, trees, plantings, or bus shelters within the Restriction Area until and unless the WI DOT exercises its rights to purchase the restricted land for the future STH 50 widening and reconstruction project or the WI DOT provides written correspondence to the Village that the land will not be acquired for street related purposes, whichever comes first. If it is determined by the WI DOT upon the completion of the STH 50 reconstruction project that this land area is not needed for the STH 50 highway widening project by 2020, this restriction shall be vacated by the Village Board.
5. An Emergency Access Road/Drive shall be extended into the site upon completion of the 77th Street construction. This Access Road shall be properly maintained and snow plowed for emergency access. A locked entrance gate accessible by emergency services will be permitted by the Village. The Dedicated Emergency Cross Access and Maintenance Easement noted in note 3 above and shown on Sheet 3 of this CSM shall be vacated by the Village Board upon completion of a Village approved 77th Street gated emergency access.

from 77th Street

inspection and acceptance

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF ALL OF LOT B AND LOT C OF CERTIFIED SURVEY MAP NO. 912, THE EAST 33.94 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, BLOCK 8 OF CHATEAU EAU PLAINES AND ADDITIONAL LANDS ALL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE**

LYNCH VENTURES LLC, a Limited Liability Company duly organized and existing under the virtue of the Laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of John P. Konopacki, to be surveyed, divided, dedicated and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

LYNCH VENTURES LLC

\_\_\_\_\_

add Kurt Petries name and title )  
 State of Wisconsin ) ^ printed for LLC ) add  
 ) SS  
 County of \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the above named \_\_\_\_\_, and \_\_\_\_\_, of the above named company, to me known to be such \_\_\_\_\_ and \_\_\_\_\_ of said company, and acknowledge that he executed the foregoing instrument as such \_\_\_\_\_, as the deed of said company, by it's authority.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

**VILLAGE PLAN COMMISSION APPROVAL**

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

THOMAS W. TERWALL  
 Chairman of Village Plan Commission

**VILLAGE BOARD APPROVAL**

Resolved that this Certified Survey Map, being a redivision of all of Lot B and Lot C of Certified Survey Map No. 912, the east 33.94 feet of Lot 3 and all of Lots, 4, 5, 6, 7 and 8, Block 8 of Chateau Eau Plaines and additional lands all being a part of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, having been approved by the Plan Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Pleasant Prairie, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

JOHN P. STEINBRINK  
 Village President

ATTEST:

JANE M. ROMANOWSKI  
 Village Clerk

DATED THIS \_\_\_\_\_ DAY OF JANUARY, 2012  
 THIS INSTRUMENT WAS DRAFTED BY JOHN P. KONOPACKI, S-2461

J:\USD Projects\11C4598 Lynch Chevrolet - Pleasant Prairie\dwg\11C4598 CSM.dwg

**RELEASE OF EASEMENT**

Document No.

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, **The Village of Pleasant Prairie, Wisconsin** does hereby release, discharge and abandon all of its right, title and interest in and to:

*a 6.00 feet wide utility easement along all back lot lines and all side lot lines of the Owner's property described as: "The east 33.94 feet of Lot 3 and all of Lots 4 through 8 in Block 8 of Chateau Eau Plaines Subdivision, recorded in the Kenosha County Register of Deeds Office on April 29, 1977, in Volume 986 on Pages 439-442 as Document No 615248".*  
(Exhibit A attached)

Record this document with the Register of Deeds

Name and Return Address:

Richard K. Wagner, P.E., R.L.S.  
C/O JSD Professional Services, Inc.  
N22 W22931 Nancys Court, Ste 3  
Waukesha, WI 53186

Parcel Identification Number(s)

No. 91-4-122-071-1505 – Lot 3 (portion)  
91-4-122-071-1510 – Lot 4  
91-4-122-071-1515 – Lot 5  
91-4-122-071-1520 – Lot 6  
91-4-122-071-1525 – Lot 7  
91-4-122-071-1530 – Lot 8

This release of easement is made for the benefit of all current owners of the above described property, including Lynch Ventures, LLC, a Wisconsin Limited Liability Company, its heirs, successors and assigns.

IN WITNESS WHEREOF, said **Village of Pleasant Prairie, Wisconsin** has caused these presents to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**Village of Pleasant Prairie, Wisconsin**

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

Attest:

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

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN )  
  ) SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, to me known as the Village President of the Village of Pleasant Prairie.

\*  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \*

This release was drafted by Richard K. Wagner, P.E., R.L.S.

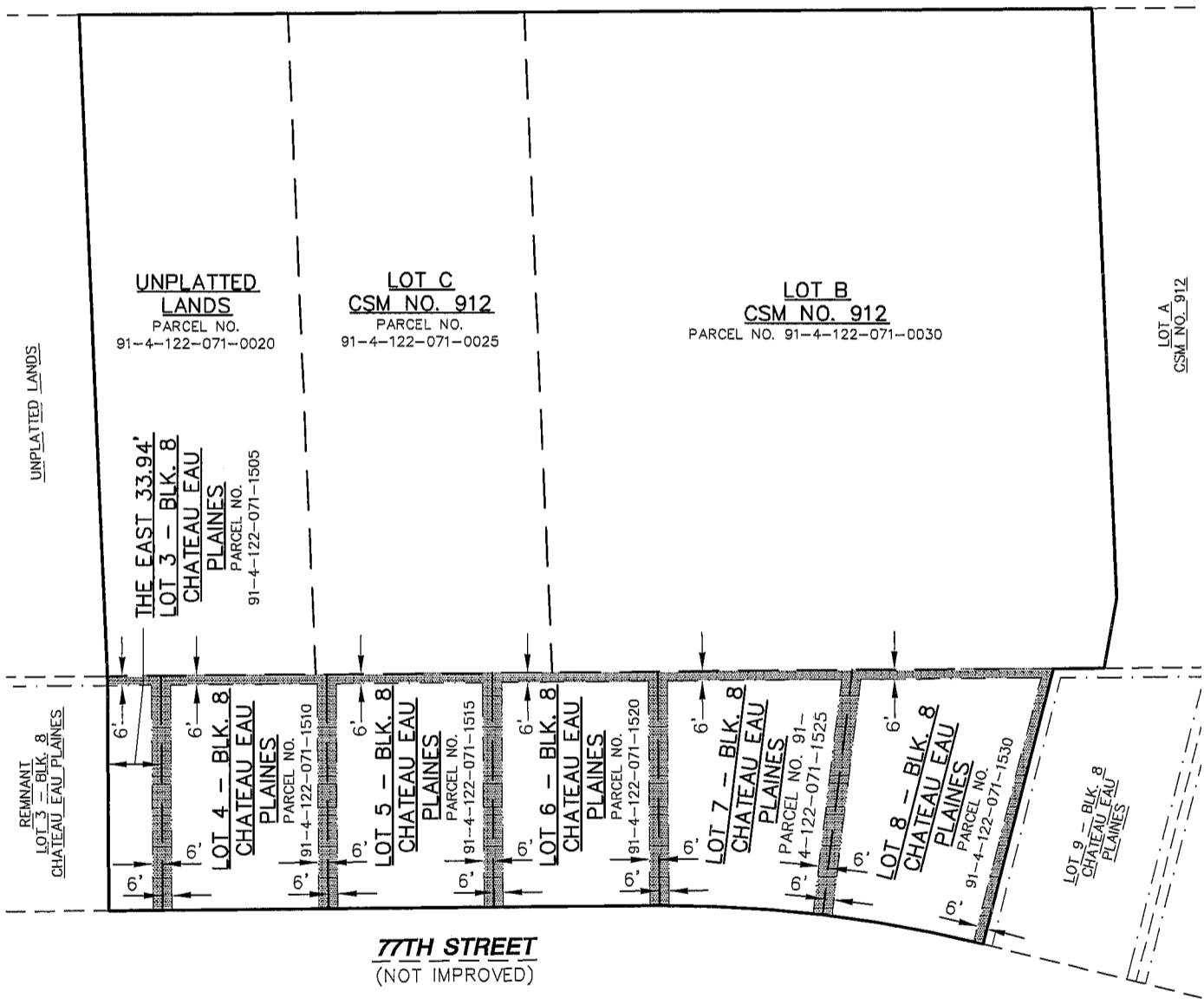
**UTILITY EASEMENT RELEASE EXHIBIT:**

EXHIBIT OF RELEASE, DISCHARGE AND ABANDONMENT OF ALL RIGHTS, TITLE AND INTEREST IN AND TO:

A 6.00 FEET WIDE UTILITY EASEMENT ALONG ALL BACK LOT LINES AND ALL SIDE LOT LINES OF THE OWNER'S PROPERTY DESCRIBED AS: "THE EAST 33.94 FEET OF LOT 3 AND ALL OF LOTS 4 THROUGH 8 IN BLOCK 8 OF CHATEAU EAU PLAINES SUBDIVISION, RECORDED IN THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE ON APRIL 29, 1977, IN VOLUME 986 ON PAGES 439-442 AS DOCUMENT NO. 615248".

**S.T.H. "50" - 75TH STREET**

NORTH LINE OF THE NE 1/4 OF SEC. 7-1-22



File: J:\JSD Projects\11C4598 Lynch Chevrolet - Pleasant Prairie\dwg\11C4598 Exhibit - Easement Release.dwg Layout: Easement Release Exhibit - A User: jkonopacki Plotted: Jan 30, 2012 - 3:50pm

|  |  |   |   |                                       |
|--|--|---|---|---------------------------------------|
| <p><b>JSD</b> Professional Services, Inc.<br/>                 • Engineers • Surveyors • Planners<br/>                 MILWAUKEE REGIONAL OFFICE<br/>                 N22 W22931 NANCY'S COURT SUITE 3<br/>                 WAUKESHA, WISCONSIN 53186<br/>                 262.513.0566 PHONE   262.513.1232 FAX<br/> <a href="http://www.jsdinc.com">www.jsdinc.com</a></p> | <p>PROJECT:<br/> <b>LYNCK</b><br/> <b>CHEVROLET</b><br/>                 VILLAGE OF PLEASANT PRAIRIE, WI</p> | <p>SHEET TITLE:<br/>                 CHATEAU EAU PLAINES<br/>                 UTILITY EASEMENT<br/>                 RELEASE EXHIBIT</p> | <p>JSD PROJECT NUMBER:<br/>                 11-4598<br/>                 DRAWN BY: JPK<br/>                 DATE: 01-30-12<br/>                 APPROVED: KRD/RKW</p> | <p>SHEET NUMBER:<br/> <b>EX-A</b></p> |
|--|--|---|---|---------------------------------------|



**Partners in Design**  
**A R C H I T E C T S**

**Partners in Design  
Architects, Inc.**

**W I S C O N S I N**  
600 Fifty Second Street  
Suite 220  
Kenosha, WI 53140  
voice: 262.652.2800  
fax: 262.652.2812

**I L L I N O I S**  
2610 Lake Cook Road  
Suite 280  
Riverwoods, IL 60015  
voice: 847.940.0300  
fax: 847.940.1045

January 23, 2012

Chief Brian Wagner  
Pleasant Prairie Police Department  
8900 Green Bay Road  
Pleasant Prairie, WI 53158

Dear Chief Wagner:

Attached is our contract for architectural and engineering services related to the proposed expansion of Police Department functions into spaces vacated by the Municipal Court. I apologize for the delay in getting this contract to you. Due to the reduced scope of the project, I was unable to get my usual sources to agreed to do the engineering work for the fee I quoted to Mike Pollocoff a couple years ago.

For this project we will be using Lakefront Engineering and Maurer Electrical Design as our consultants, at the same seven percent of Construction Cost fee quoted earlier.

We are ready to begin work on this project immediately following your authorization to proceed. We feel confident that we can have this project bid out and ready for construction by April 1<sup>st</sup>, if we can be authorized to proceed within the next few weeks.

Thank you for the opportunity to work with you again. Please call me should you have any questions.

Sincerely,

Thomas J. O'Connell Jr., AIA  
mkt letters\muni\pleasant Prairie\Police2010p02



# AIA® Document B104™ – 2007

## **Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope**

**AGREEMENT** made as of the Twenty Third day of January in the year Two Thousand Twelve  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Village of Pleasant Prairie  
9915 – 39<sup>th</sup> Avenue  
Pleasant Prairie, Wisconsin 53158

and the Architect:  
*(Name, legal status, address and other information)*

Partners in Design Architects, Inc.  
600 – 52<sup>nd</sup> Street, Suite 220  
Kenosha, Wisconsin 53140

for the following Project:  
*(Name, location and detailed description)*

Pleasant Prairie Police Department Remodeling  
8600 Green Bay Road  
Pleasant Prairie, Wisconsin 53158  
Phase I for remodeling portions of Pleasant Prairie Police Station vacated by Municipal Court, into additional office and support space and Roll Call Room. Project scope also includes remodeling of portions of Detectives Bureau and remodeling Fitness Center into Break Room.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Scope of the project is based upon schematic floor plans created by Partners in Design Architects, dated August 12, 2011. Architect shall retain Lakefront Engineering for all required mechanical engineering and Maurer Electrical Design for electrical engineering. Owner will retain the services of Riley Construction Company Inc. as Construction Manager.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

Init.



§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

### § 3.4 CONSTRUCTION PHASE SERVICES

#### § 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is

not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED<sup>®</sup> Certification, fast-track design services, and any other services not otherwise included in this Agreement.

*(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Fifteen ( 15 ) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Ten ( 10 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

Init.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

Init.

### **§ 8.3 ARBITRATION**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

| Compensation shall be at Seven Percent (7%) of construction cost as defined by Article 6.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

| On an hourly basis according to the Schedule of Hourly Rates attached hereto.

Init.



§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

| On an hourly basis according to the Schedule of Hourly Rates attached hereto.

| § 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

|                              |             |           |     |    |
|------------------------------|-------------|-----------|-----|----|
| Design Development Phase     | Thirty Five | percent ( | 35  | %) |
| Construction Documents Phase | Forty Five  | percent ( | 45  | %) |
| Construction Phase           | Twenty      | percent ( | 20  | %) |
| <hr/>                        |             |           |     |    |
| Total Basic Compensation     | one hundred | percent ( | 100 | %) |

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| See Schedule of Hourly Rates attached hereto.

| Employee or Category | Rate |
|----------------------|------|
|----------------------|------|

### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

Init.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Owner shall pay licensing fee of twenty five percent (25%) of total contract amount.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

one percent (1) % monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

Estimates of the Cost of the Work will be prepared by Construction Manager.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:  
*(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

**OWNER**

*(Signature)*

Michael R. Pollocoff Village Administrator

*(Printed name and title)*

**ARCHITECT**

*(Signature)*

Thomas J. O'Connell Jr. President

*(Printed name and title)*

Init.

## **RESOLUTION #12-03**

### **PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE CONSTRUCTION OF PUBLIC WATER MAIN IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OF 9230 AND 9243 32<sup>ND</sup> AVENUE**

**RESOLVED**, by the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin:

1. The Governing Body hereby declares its intention to levy special assessments pursuant to Section 66.0703, Wis. Stats., upon property described in Schedule A hereto for special benefits conferred upon such property for the construction of public water main improvements located in the right-of-way of 9230 and 9243 32<sup>nd</sup> Avenue.
2. The Governing Body hereby determines that the construction of such improvements are in the best interest of and for the health and welfare of the Municipality and the property affected by the improvement and constitutes an exercise of the police power.
3. The assessment against any parcel may be paid in cash or in ten equal, annual installments.
4. The Clerk shall cause to be prepared a report which shall consist of:
  - A. Preliminary plans and specifications for the improvements.
  - B. An estimate of the entire cost of the proposed improvements.
  - C. A schedule of proposed assessments.
5. When the report is completed, the Clerk shall make a copy of the report available for public inspection
6. Upon completion of the report, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and report. This notice shall be published as a Class 1 Notice and a copy shall be mailed, at least ten days before the hearing, to every interested party.

7. The hearing shall be held at the regular meeting place of the Governing Body at a time set by the Clerk in accordance with Section 66.0703(7(a)), Wis. Stats.

**Passed and adopted this 6<sup>th</sup> day of February, 2012.**

VILLAGE OF PLEASANT PRAIRIE

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John P. Steinbrink, President

Attest:

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Jane M. Romanowski, Clerk

Posted:

# COUNTY OF KENOSHA

Wisconsin

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Office of the Village  
Director of Public Works  
**John Steinbrink, Jr.**

**To:** Village Board of Trustees  
**From:** John Steinbrink Jr.  
**Subject:** Kenosha Velosport Spring Training Race  
**Date:** February 6, 2012

Kenosha Velosport, a Kenosha bicycling club, has requested the use and closing of a 0.7 mile section of LakeView Corporate Park for their Annual Spring Training Races. Tentative dates for the race is three consecutive Sundays, March 11, March 18 and March 25.

The race is an all-day event with categories ranging from 10-14 year old children through 80+ year old racers. Each race is about 30 – 45 minutes in length on the same course. They expect approximately 200 participants whose typical stay is just prior to and just after their particular race. They do not expect a large crowd of spectators.

The section of business park that they would like to use is a 0.7 mile course, 80<sup>th</sup> Ave to 100<sup>th</sup> St to 78<sup>th</sup> Ave to 102<sup>nd</sup> St (see attached map). The group has obtained written approval from the businesses impacted by this race (see attachments). Other details are as follows:

- **Closing of NB lanes on 80th Ave** - Northbound lanes on 80th Ave will be closed between 100th & 102nd St. Re-route NB traffic to the southbound lane, making it one lane each way between those two streets. Emergency vehicles will be allowed access.
- **Barricades/Cones** – The road will be closed at 7am and will reopen at 4:00pm for barricade set-up / take down and traffic re-routed on 80th Ave. The Village DPW crews will be setting up cones and barricades and Kenosha Velosport will take them down each afternoon. All Village costs will be reimbursed by Kenosha Velosport.
- **Employee Access to Businesses** – Employees will have access at regular intervals, either between races or after the pack of riders passes. Kenosha Velosport is working cooperatively with all impacted businesses to ensure that employees can get to work and that any trailer traffic flows smoothly.
- **Start/Finish Line** – The Start / Finish will be on 102<sup>nd</sup> Street adjacent to Wickedder Steel driveway.
- **Registration and Parking** - Registration will be held at either Wickedder Steel or General Binding Corp. General Binding has given permission for parking in their lot. Racers will be directed to park there and access the lot through a driveway south of 102nd St.

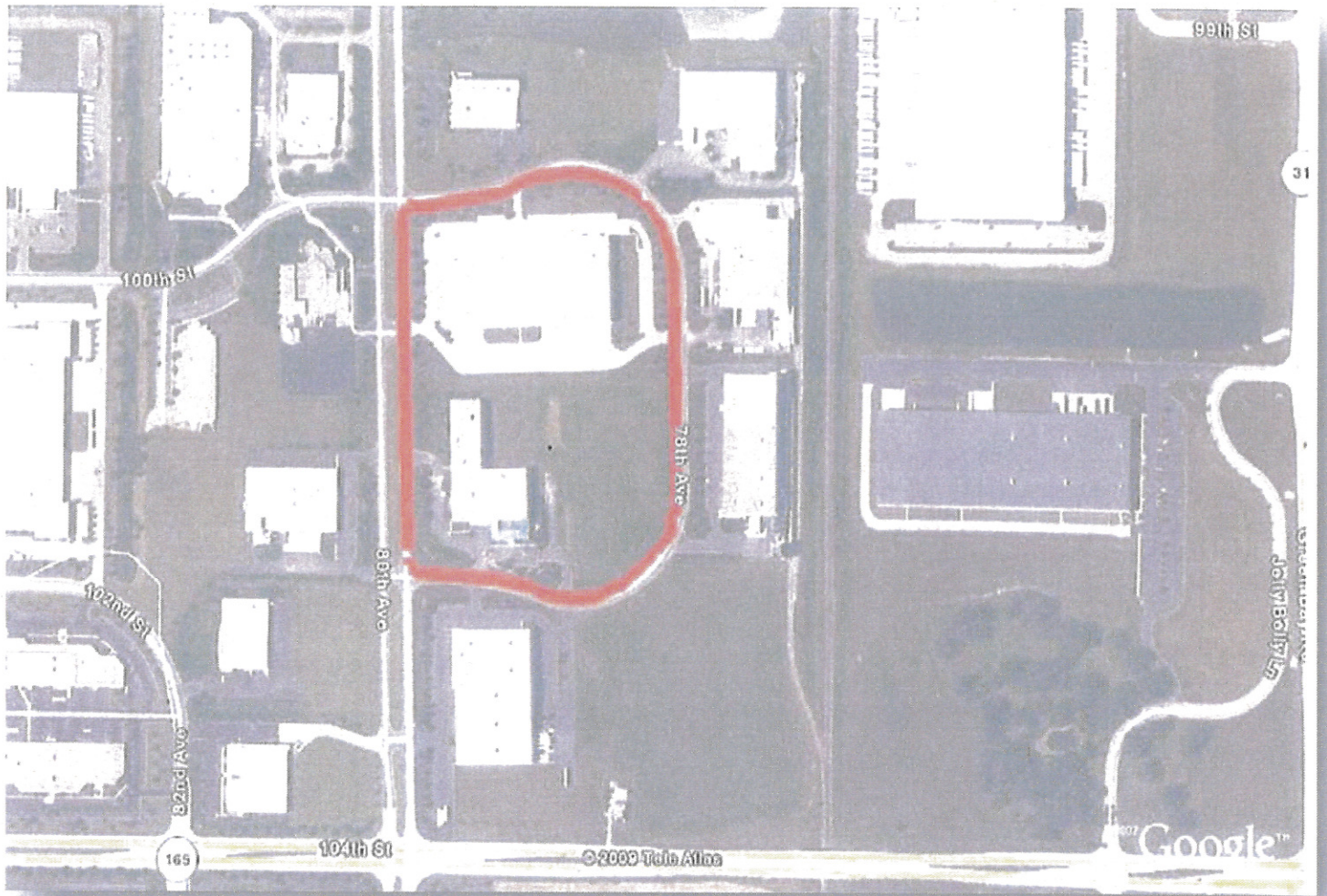
- **Certificate of Insurance** – Provided by American Bicycle Racing (ABR). See attachments.
- **Bathrooms** – Portable restrooms will be placed at either Wickeder Steel or General Binding Corporation's parking lot.

This race is held in conjunction with American Bicycle Racing (ABR) and is the main and only fundraiser for Kenosha Velosport. This group's mission is to introduce children to competitive cycling. Many of their members compete nationally and these races provide the funding for competition at the national level.

This is the 4th year the club has made this request. The event was held in March of 2009, 2010 and 2011 after Board review and approval. There were no issues or business disruptions reported after previous year's races.

Staff recommends approval for Kenosha Velosport to use the above detailed portion of the LakeView Corporate Park for bicycle races on March 11, 18 and 25, 2012.

\* \* \* \* \*







# KENOSHA VELOSPORT

## 33rd Annual Spring Training Races

**Sunday, March 11, 18 and 25, 2012**  
 LakeView Corporate Park –  
 Pleasant Prairie, WI

### *The Tour of Illinois & Wisconsin Season Opener/ROTY Event*

| <u>TIME</u> | <u>CLASS</u>                        | <u>DISTANCE</u> | <u>FEE*</u> |
|-------------|-------------------------------------|-----------------|-------------|
| 8:45am      | 10/12 & 13/14 Boys/Girls            | 20 Min          | \$10        |
| 9:15am      | 15/16 & 17/18 Boys/Girls (Jr. Open) | 30 Min          | \$10        |
| 10:00am     | Master 60, 65, 70, 75 & 80          | 35 Min          | \$20        |
|             | Master Women 40, 50, 60 & 70        | 35 Min          | \$20        |
|             | Women Open & Women Cat 4            | 35 Min          | \$20        |
| 10:45am     | Master 55/59                        | 35 Min          | \$20        |
|             | Master 50/54                        | 35 Min          | \$20        |
| 11:30am     | Master 40/49                        | 40 Min          | \$20        |
| 12:15pm     | Master 30/39                        | 40 Min          | \$20        |
| 1:00pm      | Cat 5                               | 30 Min          | \$20        |
| 1:45pm      | Cat 4                               | 35 Min          | \$20        |
| 2:30pm      | Cat 3                               | 45 Min          | \$20        |
| 3:20pm      | Cat 1/2                             | 45 Min          | \$20        |

**Course:** A 0.7 mile flat loop around LakeView Corporate Park. The home stretch is newly paved, very smooth.

**Location:** LakeView Corporate Park is located in Pleasant Prairie, WI. Take I-94 to Hwy 165, go east. Turn on left on 80<sup>th</sup> Ave.

**Prizes:** Medals will be award to the first 5 places in each category.

**Back by popular demand, series prize list paid to high series point leaders in Cat 1, 2 and 3. Must compete in all 3 weeks.**

**Registration:** Registration will open at 8:00 AM and closes 15 minutes prior to each event. Sorry no pre-registration.

\*\$10 for each additional race/Juniors \$5

This race is held under ABR Sanction and an ABR Membership Card is required to race. One day memberships will be available for \$5.00 at registration. NO LATE FEE. Annual memberships will be available for \$25.00 at registration. (Juniors \$10.00)

Questions???? Call Mike Riva (262) 948-0497 or [KenoshaVelosport@yahoo.com](mailto:KenoshaVelosport@yahoo.com) Please check our web site <http://www.kenoshaVelosport.org> or our facebook page for up to date Information and any late cancellations.



January 23, 2012

**To:** Department of Public Works, Village of Pleasant Prairie

**From:** Mike Riva, Kenosha Velosport

We are once again requesting to hold our annual spring training races within the LakeView Corporate Park. We are asking to close a 0.7 mile loop for the races. We are looking at hosting the races on the last three Sundays in March (3/11, 3/18 & 3/25). See the enclosed race flyer for additional details.

Each race day will be an all day event (8am-4pm). In all, we anticipate having roughly 190-220 competitors in 10 different races, each day. Racers will be as young as 10, all the way through 60+. We do not expect large crowds at any given time. Most racers arrive just before their event and depart shortly thereafter.

The exact roads we plan to use are 80<sup>th</sup> and 78<sup>th</sup> Avenues, between 100<sup>th</sup> and 102<sup>nd</sup> Streets (see enclosed aerial map). We have contacted each of the six businesses impacted by our activities. All have given their approval (see attached signatures). Lastly, two businesses run operations on Sundays and we will work cooperatively to ensure that their employees can get to work and any trailer traffic flows smoothly.

Here are some additional details:

- Registration & Parking will be in the parking lot of the Acco/GBC Company lot.
- The start/finish line & Officials staging area will be on 80<sup>th</sup> Avenue, adjacent to Wicked Steel .
- Attached are the Certificates of Insurance provided to Kenosha Velosport by American Bicycle Racing (ABR). These races are sanctioned by ABR.
- Portable restrooms will be placed in a corner of Acco/GBC's parking lot.

Once again, we are asking for assistance from the Village of Pleasant Prairie and the Department of Public Works on these dates. We ask that the northbound lanes on 80<sup>th</sup> Avenue be closed, between 102<sup>nd</sup> & 100<sup>th</sup> Streets. Traffic will be re-routed to the southbound lanes. This would make 80<sup>th</sup> Avenue one lane in each direction between those two streets. Through the use of barricades and cones, we are asking that the road be used in this manner between 7:00am and 4:30pm.

We are asking that the Department of Public Works place the cones and barricades each Sunday morning. Kenosha Velosport will pick up the cones and break down the barricades each afternoon. Applicable Village costs would be reimbursed by Kenosha Velosport.

We thank you in advance for your consideration and approval of this request. Like the past couple of years, we do not anticipate any issues for the Village.

Sincerely,

Mike Riva – Treasurer, Kenosha Velosport – (262) 948-0497 or [mikchi90@wi.rr.com](mailto:mikchi90@wi.rr.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
01/24/12

|  |  |  |
|--|--|--|
| <b>PRODUCER</b> HCM Insurance Brokers<br>2337 Foothill Blvd # 502<br>La Verne, CA 91750<br>Phone (866) 866-7090 Fax (866) 496-5968 | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> |  |
|  | <b>INSURED</b> American Bicycle Racing, Inc.<br>P.O. Box 487<br>Tinley Park, IL 60477-0487   | <b>INSURERS AFFORDING COVERAGE</b><br>INSURER A: Lexington Insurance Company<br>INSURER B: Houson Casualty Company<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD              | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |             |
|----------|--------------------------|---|---------------|----------------------------------|-----------------------------------|--|-------------|
| A        | <input type="checkbox"/> | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> \$10,000 inland marine<br><input type="checkbox"/><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 075-715766    | 01/01/12                         | 01/01/13                          | EACH OCCURRENCE  | \$1,000,000 |
|          |                          |   |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence)  | \$300,000   |
|          |                          |   |               |                                  |                                   | MED EXP (Any one person)   | \$10,000    |
|          |                          |   |               |                                  |                                   | PERSONAL & ADV INJURY  | \$1,000,000 |
|          |                          |   |               |                                  |                                   | GENERAL AGGREGATE  | \$2,000,000 |
|          |                          |   |               |                                  |                                   | PRODUCTS - COMP/OP AGG   | \$1,000,000 |
| A        | <input type="checkbox"/> | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON OWNED AUTOS<br><input type="checkbox"/><br><input type="checkbox"/>  | 075-715766    | 01/01/12                         | 01/01/13                          | COMBINED SINGLE LIMIT (Ea accident)  | \$1,000,000 |
|          |                          |   |               |                                  |                                   | BODILY INJURY (Per person)   |             |
|          |                          |   |               |                                  |                                   | BODILY INJURY (Per accident)   |             |
|          |                          |   |               |                                  |                                   | PROPERTY DAMAGE (Per accident)   |             |
|          | <input type="checkbox"/> | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/>  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT  |             |
|          |                          |   |               |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC AGG   |             |
|          | <input type="checkbox"/> | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |               |                                  |                                   | EACH OCCURRENCE  |             |
|          |                          |   |               |                                  |                                   | AGGREGATE  |             |
|          |                          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  |               |                                  |                                   | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |             |
|          |                          |   |               |                                  |                                   | E.L. EACH ACCIDENT   |             |
|          |                          |   |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE   |             |
|          |                          |   |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT  |             |
| B        |                          | <b>OTHER</b><br>EXCESS MEDICAL  | 12/7002331    | 01/01/12                         | 01/01/13                          | PER PERSON   | \$10,000    |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Additional named insured: Kenosha Velosport  
 Event: Kenosha Velosport 33rd Annual Spring Training Series  
 Event Date: March 11, 18, 25, 2012  
 Certificate holder is named as additional insured.

**CERTIFICATE HOLDER**

Village of Pleasant Prairie  
 8600 Green Bay Road  
 Pleasant Prairie, WI 53158

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

January 23, 2012

To: Catalyst Exhibits  
7809 100<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Dear Owner/Manager:

Kenosha Velosport is looking to hold its annual spring bicycling race series in the Pleasant Prairie Industrial Park on the last three Sundays in March (3/11, 3/21 & 3/25), 2012. We are hoping to work with each business on the course to once again make this happen. Like last year, the Village is requesting that we get the approval and signature of each business on the course.

Below is a form stating that you are aware of the races and support Kenosha Velosport in this endeavor. If you could take a moment to sign the form below, it would be much appreciated. If you can, scan a copy back to this e-mail address: [mikchi90@wi.rr.com](mailto:mikchi90@wi.rr.com). If that is not possible, a Velosport member will be in collect the form and answer any questions you may have on or before January 27, 2012.

As the races get closer we will send you additional updates, including the race flyer and race day information. Thank you in advance for your assistance in this matter. With your help, we can make this year just as successful as years past.

Sincerely,

Michael Riva  
Kenosha Velosport  
262-948-0497 or [mikchi90@wi.rr.com](mailto:mikchi90@wi.rr.com)

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The bike race within the industrial park would affect 100<sup>th</sup> Street on the north, 80<sup>th</sup> Avenue on the west, 102<sup>nd</sup> Street on the south and 78<sup>th</sup> Avenue on the east. Your employees and trucks would have access to the business on these Sundays. However, they would have to wait for the racers to pass and then move in the same clockwise direction.

*I understand the impact of the races and give my approval to Kenosha Velosport.*

Business: CATALYST EXHIBITS, INC. Address: 7809 100<sup>TH</sup> STREET, P.P.

Name: ELKE SUJDAK Email: esujdak@catalystexhibit.com

Signature:  Date: 1/24/12

January 23, 2012

To: Rehrig Pacific  
7800 – 100<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Dear Owner/Manager:

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Michael Riva  
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***I understand the impact of the races and give my approval to Kenosha Velosport.***

Business: Rehrig Pacific Co Address: 7800 - 100<sup>th</sup> St.  
Name: Patty Koepke Email proepke@rehrigpacific.com  
Signature: Patty Koepke Date: 1-24-12

January 23, 2012

To: Wickeder Steel  
7888 - 102<sup>nd</sup> Street  
Pleasant Prairie, WI 53158

Dear Owner/Manager:

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Sincerely,

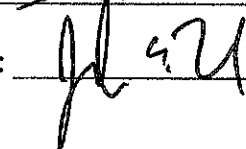
Michael Riva  
Kenosha Velosport  
262-948-0497 or [mikchi90@wi.rr.com](mailto:mikchi90@wi.rr.com)

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*I understand the impact of the races and give my approval to Kenosha Velosport.*

Business: Wickeder Steel Company Address: 7888 102nd Street, PP  
Name: John E. Funk Email: j.funk@wickedersteel.com  
Signature:  Date: 1/24/12

January 23, 2012

To: ACCO Brands  
10303 -- 80<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Dear Owner/Manager:

Kenosha Velosport is looking to hold its annual spring bicycling race series in the Pleasant Prairie Industrial Park on the last three Sundays in March (3/11, 3/18 & 3/25), 2012. We are hoping to work with each business on the course to once again make this happen. Like last year, the Village is requesting that we get the approval and signature of each business on the course.

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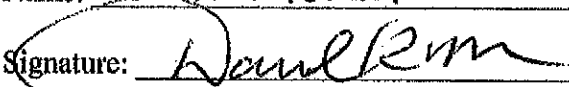
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Kenosha Velosport  
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*I understand the impact of the races and give my approval to Kenosha Velosport.*

Business: ACCO Brands Address: 10150 + 10303 80<sup>TH</sup> AVE  
Name: Dan Moran Email: Dan.Moran@gbc.com  
Signature:  Date: 1/25/2012

January 23, 2012

To: PPC Industries  
10101 - 78<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Dear Owner/Manager:

Kenosha Velosport is looking to hold its annual spring bicycling race series in the Pleasant Prairie Industrial Park on the last three Sundays in March (3/11, 3/18 & 3/25), 2012. We are hoping to work with each business on the course to once again make this happen. Like last year, the Village is requesting that we get the approval and signature of each business on the course.

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***I understand the impact of the races and give my approval to Kenosha Velosport.***

Business: PPC Industries, Inc Address: 10101-78<sup>th</sup> Ave, Pleasant Prairie  
WI 53158  
Name: Lori Rivera Email: lriviera@ppeind.com  
Signature: Lori Rivera Date: 1/24/2012



January 23, 2012

To: Gerdau Macsteel – Nitrosteel Division  
9955 – 80<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Dear Owner/Manager:

Kenosha Velosport is looking to hold its annual spring bicycling race series in the Pleasant Prairie Industrial Park on the last three Sundays in March (3/11, 3/21 & 3/25), 2012. We are hoping to work with each business on the course to once again make this happen. Like last year, the Village is requesting that we get the approval and signature of each business on the course.

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Sincerely,

Michael Riva  
Kenosha Velosport  
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***I understand the impact of the races and give my approval to Kenosha Velosport.***

Business: Gerdau Address: 9955 80th Ave P.P.  
Name: Jane Miller Email: jane.miller@gerdau.com  
Signature: Jane Miller Date: 1-24-12



Office of the Village  
Interim Fire & Rescue Chief  
**Doug McElmury**

## INVOICE

TO: Michael R. Pollocoff, Village Administrator and Members of the Village Board

FROM: Douglas McElmury, Interim Chief, Fire & Rescue Department

CC: Jane Romanowski, Village Clerk

SUBJECT: Sale / Disposal of Surplus Radio Equipment

DATE: February 1, 2012

In 2009 the Fire & Rescue department replaced the vast majority of its radio equipment as a result of a grant and budgeted funds. In 2009 the Village Board authorized the department to sell surplus radio equipment and pagers. We were successful in the sale of the pagers. The department was not able to sell the surplus radio equipment on e-bay included in the 2009 approval. There is additional Fire & Rescue radio equipment detailed below that is deemed surplus, which was not included in the 2009 Village Board Resolution which now can be sold or disposed of.

### Recommendations:

1. Dispose of all of the surplus radio equipment that authorized to be sold in 2009 and was not able to be sold. The equipment is detailed in the attached list titled "Surplus Radio Equipment Approved for Sale in 2009"
2. Attempt to sell the Motorola GM-300 mobiles, Motorola Spectra mobiles, Motorola HT-1000 portables and Motorola Minitor II Charger/Amps in the attached list titled "Need Approval to Sell/Dispose of". If the radio equipment does not sell in a timely fashion, the equipment would be disposed of.
3. The Regency scanner, siren, MITREK radio and radio handset in the attached list titled "Need Approval to Scrap" are of no value and should be disposed of.

**RESOLUTION #12-04**

**RESOLUTION AUTHORIZING THE  
VILLAGE OF PLEASANT PRAIRIE  
TO DISPOSE OF SURPLUS RADIO EQUIPMENT**

**WHEREAS**, the Village of Pleasant Prairie Fire and Rescue Department has an assortment of outdated radio equipment in its department; and,

**WHEREAS**, the existing radio equipment is no longer needed to meet the needs of the Village.

**NOW, THEREFORE, BE IT RESOLVED**, the Interim Fire & Rescue Chief is authorized to post the equipment listed on Exhibit A for sale on EBay and to dispose of the surplus radio equipment of no value listed on Exhibits B and C and any equipment not sold on Exhibit A.

Passed and adopted this 6<sup>th</sup> day of February, 2012.

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John P. Steinbrink, President

Attest:

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Jane M. Romanowski, Clerk

Posted: \_\_\_\_\_

## Need Approval to Sell/Dispose of

## EXHIBIT A

| Description                 | Serial#      | Model       | Notes        | Rec  | Ebay'ed? | Nband?  |
|-----------------------------|--------------|-------------|--------------|------|----------|---------|
| Base Station Radio DeskTrac | 154SUG0353   | L53SUM70D0B |              | Sell | No       | Yes*    |
| Mobile Radio GM-300 UHF     | 159TVY7062   | GM-300      | M44GMC29C3AA | Sell | no       | n/a     |
| Mobile Radio GM-300 UHF     | 159TVY7058   | GM-300      | M44GMC29C3AA | Sell | no       | n/a     |
| Mobile Radio GM-300 UHF     | 159TVY5300   | GM-300      | M44GMC29C3AA | Sell | no       | n/a     |
| Mobile Radio GM-300 UHF     | 159TYW5413   | GM-300      | M44GMC29C3AA | Sell | no       | n/a     |
| Mobile Radio Spectra        | 221AZJ0044   | SPECTRA     | T83FWA7HA5AK | Sell | No       | Unclear |
| Mobile Radio Spectra        | 221AZJ0046   | SPECTRA     | T83FWA7HA5AK | Sell | No       | Unclear |
| Mobile Radio Spectra        | 221AZJ0051   | SPECTRA     | T83FWA7HA5AK | Sell | No       | Unclear |
| Mobile Radio Spectra        | 221AZJ0048   | SPECTRA     | T83FWA7HA5AK | Sell | No       | Unclear |
| Mobile Radio Spectra        | 221AZJ0050   | SPECTRA     | T83FWA7HA5AK | Sell | No       | Unclear |
| Mobile Radio Spectra        | 221AZJ0045   | SPECTRA     | T83FWA7HA5AK | Sell | No       | Unclear |
| Mobile Radio Spectra        | 221AZJ0047   | SPECTRA     | T83FWA7HA5AK | Sell | No       | Unclear |
| Portable Radio HT1000       | 402AUE4103 Z | HT1000      | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402TZG1908-Z | HT1000      | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402AVWD349-Z | HT1000      | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402AWEA599-Z | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402AWEA558-Z | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402TZG1907-Z | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402TZG1919-Z | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402AVWD347 Z | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402TAJ7218-Z | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402AWEA507   | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402AWEA493-Z | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402TZG1916-Z | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 4027AJ163-Z  | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402TAJ233-Z  | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402TAJ723-Z  | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402TAJ7270-Z | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402AVWD347Z  | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Portable Radio HT1000       | 402AUA6393-Z | HT-1000     | H01KDC9AA3DN | Sell | No       | Yes     |
| Minitor II Charger/Amp (41) | None         | Motorola    | NRN 4985B    | Sell | No       |         |



Surplus Radio Equipment - Approved for Sale in 2009

EXHIBIT B

| Description   | Serial#    | Model    | Notes | Rec   | Ebay'ed?  | Nband? |
|---|------------|----------|-------|-------|-----------|--------|
| Radio Charger                                       | n/a        | TDN9816A |       | Scrap | Yes-NoBid | n/a    |
| Radio Charger                                       | n/a        | TDN9816A |       | Scrap | Yes-NoBid | n/a    |
| Radio Charger                                       | n/a        | TDN9816A |       | Scrap | Yes-NoBid | n/a    |
| Radio Charger                                       | n/a        | TDN9816A |       | Scrap | Yes-NoBid | n/a    |
| Radio Charger                                       | n/a        | TDN9816A |       | Scrap | Yes-NoBid | n/a    |
| Radio Charger                                       | n/a        | TDN9816A |       | Scrap | Yes-NoBid | n/a    |
| Radio Charger                                       | n/a        | TDN9816A |       | Scrap | Yes-NoBid | n/a    |
| Radio Charger                                       | n/a        | TDN9816A |       | Scrap | Yes-NoBid | n/a    |
| Regency 16 Ch. VHF                                  | 305-B26317 |          |       | Scrap | Yes-NoBid | no     |
| Regency 16 Ch. VHF                                  | 305-B54048 |          |       | Scrap | Yes-NoBid | no     |
| Standard Communications 6 Ch. VHF<br>Portable Radio | None Found |          |       | Scrap | Yes-NoBid | no     |

Need Approval to Scrap  
EXHIBIT C

| Description                        | Serial#      | Model          | Notes        | Rec   | Ebay'ed? | Nband? |
|------------------------------------|--------------|----------------|--------------|-------|----------|--------|
| Regency 10 Channel crystal Scanner | None Visible | Regency        | Unknown      | Scrap | no       | n/a    |
| Electronic Siren/Poor Condition    | None Visible | Federal Signal | PA300        | Scrap | No       | n/a    |
| MITREK Radio Base/OLD              | 433HQJ0252   | Motorola       | T53JJA3900DK | Scrap | No       | n/a    |
| MITREK Radio Head w/ MIC/OLD       | None Visible | Motorola       | THN6125A     | Scrap | No       | n/a    |
| Remote Radio Handset mount/OLD     | None Visible | Motorola       | YCN4003A     | Scrap | No       | n/a    |

**Ordinance No. 12-09**

**Ordinance to Amend Chapter 194  
of the Municipal Code of the  
Village of Pleasant Prairie, Kenosha County, Wisconsin  
relating to licensing hours**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 194 is amended as follows:

**§ 194-6. License conditions and restrictions**

**F. Closing hours.**

- (1) Premises for which a retail liquor and/or fermented malt beverage license has been issued either are prohibited from selling alcohol or cannot be open for business during the following hours in accordance with §§ 125.32(3) and 125.68(4), Wis. Stats.:

| <b>License</b>   | <b>Off-Premises<br/>(Carry-Outs)</b> | <b>On Premises Consumption</b>   |
|------------------|--------------------------------------|--|
| Class "A" beer   | 12:00 midnight to *8:00 a.m.         | Not permitted  |
| Class "B" beer   | 12:00 midnight to 6:00 a.m.          | Monday to Friday, 2:00 a.m. to 6:00 a.m.<br>Saturday to Sunday, 2:30 a.m. to 6:00 a.m. |
| "Class A" liquor | 9:00 p.m. to *8:00 a.m.              | Not permitted  |
| "Class B" liquor | 12:00 midnight to 6:00 a.m.          | Monday to Friday, 2:00 a.m. to 6:00 a.m.<br>Saturday to Sunday, 2:30 a.m. to 6:00 a.m. |
| "Class C" wine   | Not permitted                        | Monday to Friday, 2:00 a.m. to 6:00 a.m.<br>Saturday to Sunday, 2:30 a.m. to 6:00 a.m. |

Note: At 1:00 a.m. on the second Sunday in March daylight savings time begins and the standard of time which licensed establishments must operate under is advanced ahead one hour. Daylight savings ends at 2:00 a.m. on the first Sunday in November. At that time, the clocks are moved back one hour.

**\*In accordance with 2011 Act 97 effective 12/21/2011, the allowable morning opening hours for retail beer and liquor stores may be changed to 6:00 a.m. but a municipality may impose more restrictive hours by ordinance. The morning opening hours for Class A retail beer and liquor stores in the Village will continue to be 8:00 a.m.**

Passed and adopted this 6th day of February, 2012.

\_\_\_\_\_  
John P. Steinbrink, President

Attest:

\_\_\_\_\_  
Jane M. Romanowski, Clerk

Posted: \_\_\_\_\_



**Ordinance No. 12-10**

**Ordinance to Amend Chapter 68 of the  
Municipal Code of the Village of Pleasant Prairie  
Kenosha County, Wisconsin  
relating to Municipal Facilities**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 68 is amended as follows:

**Article II. Rental of ~~Roger Prange Municipal Center~~  
Fire Station No. 2 Training Room**

**§ 68-14. Prohibited activities.**

The following activities are prohibited in the Village facilities:

- C. It shall be unlawful for any person, group or organization, other than duly appointed law enforcement officers, to have in his or its possession or under his or its control any firearm, air gun, bow and arrow or other weapon, explosives or fireworks, as defined by §§ 250-3 and 250-5 of this Code, of any kind or discharge any of the same while in or upon any of the Village facilities **except as set forth in Section 175.60 Wis. Stats.**

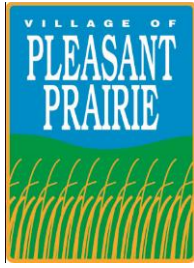
Passed and adopted this 6<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
John P. Steinbrink, President

Attest:

\_\_\_\_\_  
Jane M. Romanowski, Clerk

Posted: \_\_\_\_\_



## **MEMORANDUM**

**TO:** Village Board  
**FROM:** Michael R. Pollocoff, Village Administrator  
**DATE:** February 6, 2012  
**SUBJECT:** Amend Chapter 150-6 "Qualification requirements"

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It was recently noticed by the Village staff that there is ambiguity in the first sentence of Chapter 150-6 entitled "Qualification requirements" in the Municipal Code of Ordinances. The initial sentence of the current language reads: "No person shall be permitted to obtain bid proposal forms or related plans or specifications from the Village for the purpose of submitting a bid for work on any public improvement project, or to submit a bid for work on any public improvement project." It is apparent that there needs to be additional qualifying language in that first sentence in order to actually allow qualified persons to obtain the referenced materials.

The proposed language is as follows:

"No person shall be permitted to obtain bid proposal forms or related plans or specifications from the Village for the purpose of submitting a bid for work on any public improvement project, or to submit a bid for work on any public improvement project, **unless such person is properly qualified pursuant to this chapter.** **Additionally,** subject to § 150-7 below, it shall be unlawful to, and no person shall, act as a contractor or subcontractor on any public improvement project within the Village unless such person is duly qualified pursuant to this chapter."

### **RECOMMENDATION:**

The Village staff recommends the Village Board approve the amendment as presented.

Chapter 150-6 Qualifications (for Contractors)

**ORDINANCE NO. 12-11**

**ORDINANCE TO AMEND SECTION 150-6  
OF THE VILLAGE MUNICIPAL ORDINANCE  
RELATED TO QUALIFICATION REQUIREMENTS FOR CONTRACTORS  
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 150-6 OF THE  
VILLAGE MUNICIPAL CODE IS HEREBY CREATED TO READ AS FOLLOWS:**

“No person shall be permitted to obtain bid proposal forms or related plans or specifications from the Village for the purpose of submitting a bid for work on any public improvement project, or to submit a bid for work on any public improvement project, **unless such person is properly qualified pursuant to this chapter. Additionally,** subject to § 150-7 below, it shall be unlawful to, and no person shall, act as a contractor or subcontractor on any public improvement project within the Village unless such person is duly qualified pursuant to this chapter.”

**Adopted this 6<sup>th</sup> day of February, 2012.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

Posted: \_\_\_\_\_

Chapter 150-6 Qualifications

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

**Period Ending:      January 31, 2012**

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. Lisa F. Biederman   | thru June 30, 2013 |
| 2. Lynda L. Bonn-Swift | thru June 30, 2013 |
| 3. Sarah J. Gross      | thru June 30, 2013 |
| 4. Felicia M. Price    | thru June 30, 2013 |
| 5. David L. Taske      | thru June 30, 2013 |

Jane M. Romanowski  
Village Clerk