

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
March 19, 2012
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – February 20 and March 5, 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 Resolution #12-11 of appreciation to retiring Pleasant Prairie Police Lieutenant Paul Ratzburg.
 - B. Receive Plan Commission recommendation and consider Ordinance #12-14 for a Zoning Text Amendment to create Section 420-128 F (9) to specifically list transmission lines (electric power or natural gas) as a Conditional Use within the C-1, Lowland Resource Conservancy District.
 - C. Receive Plan Commission recommendation and consider Ordinance #12-15 for a Zoning Map Amendment to correct and rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District and the non-wetlands into the M-4, Power Generating District.
 - D. Receive Plan Commission recommendation and consider Ordinance #12-16 for a Comprehensive Plan Amendment to correct errors on the 2035 Land Use Plan Map 9.9.

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- E. Receive Plan Commission recommendation and consider Ordinance #12-17 for several Zoning Map Amendments for properties located within the Carol Beach/Chiwaukee Prairie area south of approximately 80th Street, east of Sheridan Road north of 128th Street and west of Lake Michigan that have been acquired in 2010-2011 by the Wisconsin Department of Natural Resources, The Nature Conservancy of Wisconsin, Kenosha County or the Village of Pleasant Prairie.
 - F. Receive Plan Commission recommendation and consider the request to install street lights at the intersection of Old Green Bay Road and 85th Street.
 - G. Preliminary Resolution #12-12 - Preliminary Resolution declaring intent to exercise special assessment police powers in connection with the construction of public water main improvements located in an east-west orientation in the unimproved right-of-way of 77th Street west of 105th Avenue and northerly in the future right-of-way of 109th Avenue south of STH 50 (75th Street).
 - H. Consider a Professional Services Agreement for Traffic Analysis Services for the preparation of a capacity analysis for 39th Avenue between STH 165 and 93rd Street.
 - I. Consider Real and Personal Property Assessment Services Agreements with the Town of Randall, Town of Brighton and the Town of Salem for the term January 1, 2013 through December 31, 2018.
 - J. Consider Third Amendment to Ground Lease with TowerCo. Assets for the site located at the southeast corner of 104th Street and Sheridan Road.
 - K. Consider Ordinance #12-13 to create Chapter 290 of the Municipal Code relating to Social Hosts. (First Reading)
 - L. Consider an award of contract for a supplier to provide new high efficiency lights for RecPlex Field House as well as both Blue & Green Ice Arena Rinks.
 - M. Consider amendment to the Village of Pleasant Prairie Employee Handbook to update the Retiree Health and Dental Insurance Plan.
8. Village Board Comments
9. Adjournment

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
February 20, 2012
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, February 20, 2012. Meeting called to order at 6:00 p.m. Present were Village Board members Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. John Steinbrink was excused. 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; John Steinbrink Jr., Public Works 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 - JANUARY 20 AND FEBRUARY 6, 2012**

KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE JANUARY 20 AND FEBRUARY 6, 2012 VILLAGE BOARD MEETINGS AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY ALLEN; MOTION CARRIED 4-0.

5. **PUBLIC HEARINGS**
 - A. **Proposed 2012 Sewer Utility and Water Utility budgets.**
 - 1) **Citizen Comments.**
 - 2) **Closing of Budget Hearing.**
 - 3) **Board of Trustee Comments.**
 - 4) **Resolution #12-05 relating to the adoption of 2012 Sewer Utility Budget.**
 - 5) **Resolution #12-06 relating to the adoption of 2012 Water Utility Budget.**

Mike Pollocoff:

Kathy and John why don't you proceed.

Kathy Goessl:

We have two budgets here - the Sewer Utility budget and the Water Utility budget. This first slide compares what the budget was for 2011 compared to what we're proposing for 2012. For the sewer budget and the water budget, detailed line-by-line information is available in your packets in both the department submitted budget report and the Administrator's summary budget report.

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Here I've just summarized the budget for you. The first area is operating revenue. Operating revenue is up from 2012 because of a rate increase that was implemented May 2011, so overall we've increased about 11 percent in this utility, and we'll have a full year of – or the implemented rates of May 2011. Operating expenses are up slightly \$73,000 or 1.7 across all expenses. And non-operating is interest expense on debt netted out with interest income in investments. The majority of the decrease in this area is contributed to interest expense going down. So overall because of the rate increase that we implemented in 2011 we're looking at almost a break even on our budget here for 2012. Cash balance-wise we're only looking at a slight increase because we're spending some money on capital projects. So we're running at an estimation of about \$950,000 or an \$80,000 increase at the end of 2012.

This is a breakdown in a pie-type graph of our revenue sources. Our residential makes up the majority of the revenues for the sewer utility at 55 percent or \$2.5 million. The second category is industrial customers which account for 26 percent of our revenue or \$1.2 million. This category includes our industrial surcharging which is a big chunk of that revenue source. Commercial is 18 percent or \$.8 million of the operating revenue for the sewer utility, followed by public authority which is 1 percent of the revenue for the utility.

And here's a pie diagram for the expenses. The expense breakdown, the major expense that we have with this utility is our treatment expense which accounts for 43 percent of expenditures. That is \$1.9 million. Kenosha Water Utility treats all of our sewage and charges us for all that is metered through each of our metering pits into the City. Depreciation is our second expense, large expense at \$1.3 million or 30 percent. This recognizes the cost of the infrastructure over its useful life. It's a non-cash expense when recognized. Infrastructure are either donated by developers or installed and paid by special assessments.

The third expense we have is personnel which account for about 15 percent or \$.7 million of our expenditures for the Sewer Utility. This includes operational, clerical and administrative labor. Other is 9 percent or a little over \$400,000. It includes electricity of \$83,000 and contractual services, supplies and phones, etc. for operating utility. The final charge is 3 percent. It's the ISF charge which is internal service fund charge of \$150,000. It's for the use of vehicles and equipment which is operated and maintained by our fleet internal service fund and used by the Sewer Utility.

This year we do not have any new programs, no program reductions. We're just pretty much going as status quo. And as for capital we have a total \$370,000, and John will explain in summary each of the different items that were requested.

John Steinbrink, Jr.:

There are six projects that we're looking at completing this year in the sewer utility. The first one will be installing a generator and transfer switch at a lift station at the 192 lift station on Highway H just north of Highway 50. We will be doing all of the labor ourselves internally since we do have a new Village electrician. We will be purchasing the generators, transfer switches, all of the supplies direct and completing that project for an estimated \$30,000.

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Second project is the demolition at the 73-1 treatment plant which is a TID 2 expense for \$50,000. That project is probably about 75 percent complete to date since the weather has been very conducive with not too much snow or cold weather. Rebuilding a lift station for \$80,000 will be Carol Beach Unit 1 lift station, and that price will include new pumps, controls and making some structural improvements to that lift station. We'll be doing all that work in house also.

The Des Plaines River corridor trail we're budgeting \$100,000 to complete the crossing for our service vehicles to clean the sanitary sewer for \$100,000. SCADA controls at the Westwood sewer meters for \$10,000, taking some of our existing controls that we have from other projects and so that we can monitor the sewer flows out of the two meters at the Westwood establishment over on H. And the last one is the Cooper Road rehab to reduce INI for \$100,000, and we're looking at relining the existing sewer with a poly liner so we don't have to go through and actually dig up and replace it all. It's a much more less invasive process that will reap a lot of benefits once it's complete. And those are the projects for 2012.

Kathy Goessl:

So that's the sewer budget. Now we'll switch to the actual Water Utility budget. This is the same chart comparing the 2011 budget to proposed 2012. Same structure as the sewer utility chart that I had. First of all, operating revenue, last summer we filed an application with the Public Service Commission to raise our rates. We had a very low cash reserve, and our rate of return had fallen below 1 percent. The public hearing was held last Tuesday, February 16th, with no public in attendance. The overall increase proposed was 10 percent. Now we're waiting for the Public Service Commission to issue the final report within the next two weeks.

Operating expenses increase was just over \$60,000, which the majority was purchased water, us purchasing more water from the City of Kenosha and offset by reduction in personnel. Net non-operating expense is interest expense on debt offset by interest income. The increase is due to reduction in interest earned of \$7,000 offset by a reduction in interest expense of \$12,000. Transfer is our transfer of utility tax equivalent from the Water Utility to the Village of Pleasant Prairie. That increased \$107,000 from 2011 to 2012. The rest of the transfer is transferring money from the tower leases to the TR department at RecPlex.

So overall, again, we're going from a loss budgeted last year or 2011 of a little less than \$400,000 to a loss still but not as big of \$78,000 in this utility. Cash balance-wise, though, we are increasing by a large amount, half a million dollars, if everything follows through. So that's what we're looking for is to increase our cash reserves, be able to still spend money on some capital and gain some funding here.

Mike Pollocoff:

I might just add on the public hearing we had with the PSC it wasn't held without the public. We announced the meeting, it was published and it was held but no public came to the hearing. So we didn't have one without them not by our choice.

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Kathy Goessl:

Again, here's the pie chart similar to the Sewer Utility. These are the operating revenues of the water utility. First of all, residential is again one of our larger segments but not as large as it was in the Sewer Utility. It accounts for 36 percent or \$1.4 million of our operating revenue for water. Industrial is our second largest segment at 38 percent or \$1.1 million. Our top industrial customers are WE Energy, power plant, Fair Oaks and Olds Products account for over a half of our industrial revenue.

Fire protection includes both our private fire protection and our public fire protection at a revenue source of \$.8 million or 23 percent. Commercial is our fourth largest segment account for \$.4 million or 11 percent. Top customers are St. Catherine's Hospital, Wisconsin Electric, Westwood and Timber Ridge accounting for almost 25 percent of our revenue. Public authority is 2 percent at \$68,000.

Our expenses, another breakdown here in a pie chart format, our biggest expense similar to our Sewer Utility was sewer treatment and our biggest expense here is purchased water. Both these services and commodities are from Kenosha Water Utility. We're looking at 44 percent of our operating expenses being the purchased water itself at \$1.4 million of expenditures. Our next largest expenditure similar to the Sewer Utility is depreciation at \$.8 million. This is the recognition of our cost of infrastructure over its useful life. It's non-cash expense when recognized, and infrastructure is either donated by developers or installed and paid by special assessment.

Personnel is our third largest expense at 16 percent or half a million dollars. And others 10 percent, a little over \$300,000 includes electric that accounts for about a third at \$100,000, plus contractual services, minor equipment, office supplies, phone and expenses like those. Again, we have a charge here for fleet internal service fund of 3 percent or just a little under \$100,000. And that's for the use of the vehicles and equipment owned by our fleet internal service fund that's used by our water utility. Again, this budget does not have any new programs or program reductions. We're pretty much status quo in terms of operating expenditures and revenues for both of these utilities.

Here's the capital list that John will be going through that totals \$380,000.

John Steinbrink, Jr.:

The first project in our capital for 2012 is replacement of some Travis City hydrants. The Travis City hydrants are some of the older hydrants that we have, and we plan on using this money if a hydrant fails, starts leaking or does not operate properly. And so there are newer style hydrants that we are replacing them with if we do have issues with them to make sure that our fire protection is up to grade.

The second is our water meter upgrade, upgrading some of our commercial larger meters, our, 3, 4 and 6 inch meters as they fail. Some of these meters are so old that they do have to get

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replaced, and the price to replace one of these is around \$2,500 each depending on the size. So we are putting some money aside just to make sure that if we do have some expenditures with some of our larger meters failing that we do have some money put aside to replace them.

The next is water meter radio upgrades, and that's upgrading our current touch pad technology where the operator has to go out, walk up the driveway up to the house and actually touch a little pad onto this little reader. And this new technology allows him just to go and do a drive by and actually read the water meter. Eventually once we have all of these we can go through and set up a couple of repeaters and not have to do any reading whatsoever, and it will just automatically give us the information that we need.

The next project that we have, actually the next two that we have, are just in case that we do have some water main breaks. One of them is in the Carol Beach water area and the other one is the Pleasant Homes area. We are looking in the five year capital plan in 2016 and 2014 respectively to go through and replace some of the water infrastructure that is old in there. Right now the way we have our system set up we have not been having many water main breaks, and so we do have some money aside in case we need to spend a couple of days with some large main breaks that we do have some money put aside.

The next one is replace a control drive in our Sheridan Road booster. We do have a failed drive currently on a 200 horsepower pump, and this \$20,000 will go through and just replace the control with the existing style that we have now. PRV is a pressure reducing value at Sheridan Road. It's just a system improvement to make sure that we don't have any spikes in water in the Carol Beach area. And then the last two projects, the 32nd Avenue water main extension and 77th water main extension are both assessable projects that will be paid for by the people that benefit from that. That's a summary of our capital for 2012 for the water utility.

Kathy Goessl:

Okay, the next couple slides are just some interesting facts about the utilities. I actually added in the sanitary, clean water and fleet internal service fund as a comparison. This is our outstanding principal that will be at the end of 2012. We are not planning to borrow any money in 2012 for any of our utility enterprises. Currently sewer is the one that has the most debt outstanding or will at \$7.9 million at the end of 2012. Water is almost paid off, a little over half a million dollars. Sanitary a little less than \$300,000, and the other utilities, clean water and fleet internal service fund have no debt outstanding at this point.

This is how much infrastructure these utilities have in terms of capital assets. This is what the utilities are responsible for maintaining and eventually replacing. The Sewer Utility has the most capital assets at \$52 million followed by the Water Utility at a little less than \$44 million, and then the Clean Water Utility at a little less than \$23 million. The fleet internal service fund which has vehicles and equipment has values of about \$3 million of vehicles and equipment in their fund. And sanitary has basically a building and garbage cans and that kind of stuff in their utility with around \$675,000 of capital assets in that utility. So that's just a comparison showing you how much actual assets these utilities are responsible for. And eventually they'll have to replace this over the years.

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This is our cash summary. The darker colored ones are actual cash unreserved, and the pink or lighter colored ones are actually restricted. First of all, sewer is restricted by the DNR, and they require us to put aside a certain percent of a couple asset accounts for future replacement. And right now we're required to be a little over \$1 million of reserves. And then for this budget process we have also put an internal restriction on ourselves to put aside money for future water tower painting. The Public Service Commission figures and spreads out water tower paintings over a number of years, so it kind of equals out instead of being lumped in the year that that water tower gets painted. So to save money for these water tower paintings that are budgeted in the future we are looking saving \$75,000 starting in 2011, and segregating it out and accumulating that money so when we have a large water tower painting we have the money available and not thinking that it's available for other uses. So in total we have \$5 million on reserve in all these utilities. And we have \$1.2 million reserved. And the other three utilities, clean water and sanitary and fleet internal service do not have anything reserved, but you can see the respective actual unreserved cash balances.

So this chart is just comparing the previous two slides showing how much cash we have and as a percent of capital assets. As I said, in the future we're going to have to replace these assets, and each of these funds should be growing and accumulating cash so when our infrastructure which is relatively new now but in the future will need to be replaced, we should be accumulating these percentages, and a 4 percent and a 3 percent are not very good cash reserves for the future replacement of our infrastructure.

You can see sanitation is really good. Theirs is more of an operating reserve than a cash replacement reserve. They initially bought their garbage trucks, but all their garbage trucks have been transferred to the fleet internal service fund, so they don't really have anything to replace in the future, maybe the garbage cans, but they don't have really much assets per se themselves.

Fleet internal service is not too bad - 23 percent - we know the useful life is around seven. We have a pretty good reserve, and that seems to be enough money each year to replace the things that John has listed to replace each year. But as you can see, the other three utilities do not really have much cash reserve when you compare it to the capital asset base.

In terms of rate increases, the Sewer Utility had a rate increase last year so there, of course, is no recommended rate increase for 2012. But the Water Utility, and it's per the Wisconsin Public Service Commission, would authorize this, we're looking at a residential rate increase of about 11 percent, or an average customer would pay \$3.13 per month more. Our commercial customers are looking at a 7 percent rate increase, industrial 3 percent, public authority 6 percent.

WE Energies through their large six inch pump or six inch meter is looking at 29 percent rate increase. And the reason for this rate increase is because they do not take our water on a level basis. They're spiking all the time, they're going up and down, and the Public Service Commission figured their rate based on this variable demand and because it's not steady similar to electric. If you use electric during the day and you peak electric then you pay more. And the Public Service Commission analyzed the water usage by WE Energies the same way or similar to

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what they did with electric for people. So they're going to experience a 29 percent increase on their six inch meter which is their largest intake into their plant.

And the public fire protection is going up 8 percent. That's the one that is based on the actual assessed value of your property. There's a rate times your property value to get what people pay for public fire protection. Our values have been going down so this has gone up to compensate for that reduction. So this is the one rate increase that we're looking at. And if the Public Service Commission approves our rates in the next two weeks then we're looking at an implementation date of March 10th which is our first meter reading date in March. So that's the end of my presentation if you have any questions for me or John.

Michael Serpe:

No questions but a couple of comments. In a recent Village Times it explained the increase in the water utility. And it also touched on the fact that the City of Kenosha who we buy our water from, it was recommended that they go to a regional system, and they elected not to do that. And I can only assume that they did that because they saw Pleasant Prairie as an emerging community. It's going to grow greatly in the future, and they probably saw us as a cash cow. A little upsetting when you think of the amount of industry that might be looking at Pleasant Prairie that's a big water utility, they're a big water user, and maybe not settle here because of the rates that we have to charge because of what Kenosha charges us.

It seems to me that's very short sighted in the fact that no matter what industry comes here or in Kenosha or Somers it affects a region, and it puts people in employment. And that's how they should be looking at it instead of looking at it if they don't come to us they're not going anywhere and that's how I interpret it. Mike, I'll ask you, and I don't mean to put you on the spot, do we know what the water rates would be if we had a regional system?

Mike Pollocoff:

They would be virtually within a couple percent of what the current City rate is.

Steve Kumorkiewicz:

I have to say the cash cow, you took the words out of my mouth.

Michael Serpe:

I hope the residents who receive the Village Times read that article. It nicely explains why the increase has to take place and where some of the fault lies and why we have to increase the rates as we do. I get upset when I look at the water bill and consider what we should be paying and what we are paying and for what reasons. But maybe at some point in the future this might come to the discussion stage between us and the City.

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Monica Yuhas:

Thank you, Mike. Since this is a public hearing I'm going to open it up to citizens' comments.

Jane Romanowski:

There were no signups tonight.

Monica Yuhas:

Is there anyone here wishing to speak? Anyone wishing to speak? Hearing none I'll close citizens' comments, and I'll open it up to Board members.

Steve Kumorkiewicz:

I want to say that John and Kathy did an excellent job preparing these budgets. The Water Utility that's a problem we had for a long time because [inaudible] in the City on our backs which in my opinion is a slush fund. There's no other way to put it.

Monica Yuhas:

John, a quick question for you. Regarding the fire hydrants, the \$6,000, what is the average cost of a fire hydrant?

John Steinbrink, Jr.:

It's around \$1,500 for the ones that we're purchasing.

Monica Yuhas:

And then a general question. Does WE Energies know that they're looking at this increase? Have they been notified?

Mike Pollocoff:

Yes. They've commented to the Commission.

Steve Kumorkiewicz:

So they were there?

Mike Pollocoff:

No, they weren't at the hearing but they reviewed it.

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Kathy Goessl:

They got an actual email from – the person that analyzed our rates at the Public Service Commission sent them a separate email to their attention so they knew about it. And there was a comment on their website, unsure if it was one of them or if it was someone else commenting on WE Energies rates.

Monica Yuhas:

Okay, thank you.

Steve Kumorkiewicz:

I'd like to make one further comment here concerning the water in the City and in the Village. The Village residents have got to pay once a month. That means we have to read the meters every month. The City of Kenosha has a lower rate than we've got and they do it in two months. That would indicate [inaudible] right from the go to the City. We go every month and the City is two months. That could represent a savings for us, but I don't know.

Clyde Allen:

First, Kathy, thank you for explaining about needing the cash reserves and the depreciation, what it's used for. I think that's a good lesson for people to know why there's always the cash buildup and what we need the reserves for and why they're in it so they don't get hit with a tax increase when we have an emergency purchase.

I was going to make a comment, and I guess the best way to say it is, Mike, thank you for your comment and, Mike, your answer, and it's a shame the news isn't here to hear those comments, to hear those answers, to know that there is a problem and explain it out there that we do have a serious issue here. Thank you.

SERPE MOVED TO ADOPT RESOLUTION #12-05 RELATING TO THE ADOPTION OF 2012 SEWER UTILITY BUDGET; SECONDED BY ALLEN; MOTION CARRIED 4-0/

SERPE MOVED TO ADOPT RESOLUTION #12-06 RELATING TO THE ADOPTION OF 2012 WATER UTILITY BUDGET; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

6. CITIZEN COMMENTS

Jane Romanowski:

There were no signups tonight, Madam President.

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Monica Yuhas:

Anyone wishing to speak? Anyone wishing to speak?

7. **ADMINISTRATOR'S REPORT** – None.

8. **NEW BUSINESS**

A. Resolution #12-07 to authorize the disposal of surplus Department of Public Works vehicles.

John Steinbrink, Jr.:

Madam President and Village Board, before you are going to be four vehicles and one ambulance body that public works is requesting to dispose of because it has reached the end of its useful life. The first one that we have is a 1985 pickup truck, 144,000 miles on it. It's been a good truck for many years, but as you can see it's pretty much used what we can use it for within public works. It will be going to auction along with the other vehicles we do have.

The next one we have is also a 1985 pickup truck, just under 170,000 miles on this one also. It's pretty much worn out and we cannot use it very much. The repairs will exceed anything that we will benefit from it. The next is a smaller vehicle, a 1997 Sonoma pickup truck, 170,000 miles. It also has reached the end of its useful life. And the fourth vehicle is a van that we have, it's a 1998, 171,000 miles on it. And it also is pretty much done with its useful life of service.

The final vehicle that we have isn't really a vehicle. It's an ambulance body. The fire department was generous enough to give us an ambulance. We did take the chassis, keep it and add it to our public works fleet, and we put a stake body on it. But we are looking at disposing of the ambulance body in the auction. The auction will be held on March 10th in Beloit if anyone is excited and interested to own one of these vehicles. They are all available for purchase on that day. So the cost savings will be realized in elimination of insurance and repair and any sort of storage cost. And I recommend that these vehicles are disposed of.

Michael Serpe:

John, do you think we'd get more money out of recycling of these things?

John Steinbrink, Jr.:

It's probably a toss up. Actually through the J.J. Kane auctioneer site we have been receiving a fair value for them somewhere upwards of over probably \$800 per vehicle which is amazing, but I mean as long as someone is willing to give us that money. And they all run and they all operate. I'm sure it could be a great starter vehicle for someone that's a little handy around the house.

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Michael Serpe:

If anybody in this Village things that we just spend money just to spend money just take a look at what we're trying to get rid of here and that should answer that question quite adequately.

ALLEN MOVED TO ADOPT RESOLUTION #12-07 TO AUTHORIZE THE DISPOSAL OF SURPLUS DEPARTMENT OF PUBLIC WORKS VEHICLES; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

B. Consider Operator License Applications on file.

Jane Romanowski:

Four applications tonight on Nicole Gill, Malkit Kanda, Keli Mielke and Theresa Moon. And I recommend approval of all four and so does the Police Chief.

SERPE MOVED TO APPROVE THE OPERATOR LICENSES FOR NICOLE GILL, MALKIT KANDA, KELI MIELKE AND THERESA MOON; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

9. VILLAGE BOARD COMMENTS

Michael Serpe:

Congratulations to now Fire Chief Doug McElmury. I'm sure you'll keep that department running just as smooth as some of our public trucks maybe, I don't know.

Monica Yuhas:

Mike, could you just touch briefly on what transpired out at the RecPlex?

Mike Pollocoff:

This weekend we had one major event. It was the President's Day volleyball tournament. I've never seen more teenage girls in one spot in my life. It was the busiest that we've been at that facility I think that I can remember. It was a two day tournament, multi-state attendance at the tournament. There were volleyball players all throughout Pleasant Prairie and Kenosha area that evening eating dinner and the hotels were pretty well occupied with them. We also had a fairly large hockey and ice event on Saturday. Probably it could be our biggest weekend we've had this winter. The only good news for us is we didn't have a swimming event the same weekend. But it was a good event.

It really provided an opportunity for a lot of the local athletes, the Wisconsin Juniors Volleyball Club which a lot of RecPlex members are a member of that club as well. They got to participate in a first class tournament locally, and it was good for the local economy as was the hockey event.

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The parking was at a premium and we charged for some of the parking. So it was a really good weekend at RecPlex.

Monica Yuhas:

Thank you. Any other comments?

10. ADJOURNMENT

ALLEN MOVED TO ADJOURN THE MEETING; SECONDED BY SERPE; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 6:35 P.M.

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
March 5, 2012
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, March 5, 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; Dave Mogensen, Deputy Police Chief; Doug McElmury, Fire and Rescue Chief; Mike Spence, Village Engineer; Carol Willke, Recreation and HR Director; John Steinbrink Jr., Public Works Director; and Jane Romanowski, Village Clerk. Four citizens attended the meeting.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC HEARINGS

- A. Consider the extension of public water main improvements located in the right-of-way of 9230 and 9243 32nd Avenue and Resolution #12-08 authorizing construction of public improvements and levying special assessments for said project.**

Mike Pollocoff:

Before the hearing, Mr. President, we received a petition requesting the extension of municipal water on 32nd Avenue. Water was extended north on 32nd from 93rd. Currently the water main abuts these properties on the south. We've adopted a preliminary resolution declaring the Village's intent to levy special assessments for the project subject to the hearing and an approved engineering report being submitted tonight. We've notified the abutting property owners of the assessment and provided them with the schedule of what was involved in that, and the Village Engineer will be describing that in some detail shortly.

I do want to state for the record we received through that public inquiry period, which is the whole purpose for sending the notices out, some concerns related to the cost of the project. And inasmuch as it's really not a very big project and not a part of something that's bigger, the projects are higher than what they'd normally be.

In this project upon adoption of the resolution I'm recommending that the project be – that the property owners have the opportunity if they wish to finance the project over a 20 year period rather than the 10 year period that we typically provide for. Historically we have given property owners the opportunity or the option to finance and improvement over a 20 year period rather than a 10 when the assessments have been large and that would be the case with this. We are also

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- the Village Engineer is working with some representatives of the State to see if we can bring in some financial assistance on this project that's typically pretty difficult on water. It's not always done. We tried CDGB and they're not doing it, and I think he's found some other sources that may exist. I think until we have on those projects a firm price and a project that we're going to do, in order to gain some financial assistance we have to have that in place.

The project also is if the Board approved the project to proceed tonight I'm also recommending that we could send out the billing for the payments to be made or the individuals to make a determination this October whether or not they want to pay it in full or finance it over a 20 year period so that come their next tax roll that we see next year the project would be put on the tax roll. I'm recommending similar to what we did on 80th where we had, again, some large projects that we put that date off by one year to allow the property owners to set some money aside, secure some financing, make whatever financial arrangements they need to make in order to make this project a little more manageable.

With that, information is somewhat different than some of our previous projects. I'd request that the Village Engineer describe the project in more detail.

Mike Spence:

Thank you, Mike. Mr. President and members of the Village Board, the Engineering Department received the request from the property owners at 9243 32nd Avenue a couple months ago to look into the possibility of extending water service on 32nd Avenue. The reason for the request is the owners had indicated that their well either was failing or had failed, and they did not want to replace it and wanted to look into the possibility of hooking into the Village's water system.

On the map here the original individuals that requested the extension are on this property here. The existing Village of Pleasant Prairie water system comes up 32nd Avenue and stops, of course, south of that property. The project that we're looking at would be extension to the north, this yellow line, and then providing water service to the property at 9243 as well as service to 9230 which is on the west side of the street. And, again, these are the only two properties that would be affected by this project and this assessment.

Basically the assessment looked – we've estimated the cost of the project. We've tried to be reasonable but a little bit conservative hoping that the actual construction costs of the project will come in less. The total estimated project cost is \$28,000. However, the actual assessable – or the total length of water main to be constructed is 145 feet. The assessment rate per assessable front footage is \$96.55 per front foot of property. As a result, the two properties being assessed, the property at 9243 has an assessment of \$9,606.73 because they have 99.5 feet front footage. The property at 9230 has 122 feet of footage. That assessment would be \$11,779.10.

Mike has indicated the possible changes to the way we normally assess it. I just wanted to add he had indicated – I have talked to somebody at the State. I also have another contact at the Wisconsin Economic Development Council. They haven't gotten back to me, but the individual that I'm trying to contact possibly may be a source of some potential grant money, or if not they

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can hopefully direct me to someone that I can further explore that possibility. So I guess with that, that pretty much describes the project.

John Steinbrink:

Okay, thank you, Mike. With that I believe we open the public hearing, is that correct? Jane, you had a signup?

Jane Romanowski:

Yes, we did. Serena Terra.

Serena Terra:

Hi, I'm here to comment on the –

John Steinbrink:

Okay, we just need name and address for the record.

Serena Terra:

I'm sorry, Serena Terra, 9230 32nd Avenue.

John Steinbrink:

Okay, thank you.

Serena Terra:

You're welcome. I'm here to comment on the proposed water main extension. And first and foremost I want to thank Mr. Steinbrink and Mr. Pollocoff for having conversations with me and possible ways that they're willing to work with me on the payment should the project be approved. I very much appreciate it. And I appreciate that I will not be required to hook up due to my health condition regarding chlorine.

I want to ask a few more things, too, and some of it has just been sort of discussed here. I was wondering if the Board has discussed the possibility of having the party requesting the water pay a greater proportion of it than myself who does not want and cannot use it. Mr. Pollocoff had also mentioned that he would look into the possibility of a grant or other funding. So hear that's something you were doing to alleviate some of this. It really would be a great financial burden. At this point I usually can make most of my current payments, but this assessment would definitely make me unable to do that and keep up financially. So I'm anxious to know what other options there may be still to help me financially.

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Also I'm wondering at some point soon could I please have a written list of the proposals made for working with me financially. It's frustrating that I don't want the water and cannot use it and yet I'm paying at the present time scheduled to pay about \$2,000 more than the person requesting it. So I appreciate your continued work on it very, very much. Thank you to the people who listened to me, and we're brainstorming to come up with some other ideas. I hope to continue that process. Thank you.

John Steinbrink:

Thank you.

Al Klinkhammer:

I'm Al Klinkhammer. 9243 32nd Avenue. I'm the one that requested for the water because I believe my well is starting to collapse, you know. I'm getting sand in the water and stuff like that. We've got enough for you know like showers and stuff like that but we're not drinking it right now, we're using bottled water. So instead of sinking \$8,000 and some odd dollars in the ground for another well, I figure it would be more feasible to go with the Village water on that. It only makes sense financially. And if my well collapsed now, I drill another well, what's to say that ain't because of the ground underneath, you know. So that's the way I'm looking at it for as far as the water goes.

The only one was like the assessment. You got me for 99.5 feet. Okay, you're only bringing it about, what, 70 feet? So do I get at the whole 99.5 or 70 feet?

John Steinbrink:

Mike, you can answer that.

Mike Pollocoff:

I think the best to describe this is if you look at the picture there, and as you correctly indicated the water main that's in yellow, the proposed water main, is going up about half way through your property. And if you were to look to the left to Ms. Terra's property, that's her northern property line.

Al Klinkhammer:

Right, that I understand.

Mike Pollocoff:

So what we do on this is that the property lines seldom jog perfectly across from each other. And one of the rules in the Wisconsin Statute is when we levy a special assessment you levy for the benefit received, and the benefit is the municipal water main, and then once we've done that we're done. We don't come back and assess you again. So if you look at that then the logic

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follows where you see the blue water main ends and then you've got that dashed one going up to your south property line, that property owner was assessed for the entire cost of the water main when that was put in even though it didn't cover the frontage, you're not paying for that, but he made that payment to the Village and we have to hold that. In a way he comes out ahead because that water main was done for less than what it is now because as time goes on it's more expensive. But we only get one opportunity on it. You'll be able to have all the access you want to the water and by having that water main run farther to the north won't give you any more water than you would have by having us run it to where we are going to run it. So we only get to assess once. That's why we don't run the water main any farther than we have to. Because if we went farther then we'd have to not only assess Ms. Terra's property but the property owner to the north of her to get it up so it would be by your property.

Al Klinkhammer:

Right, I was just trying to see your thinking on that as far as coming from this far to that far.

Mike Pollocoff:

Sure. It's an assessing logic that doesn't necessarily make too much common sense.

Al Klinkhammer:

And, you know, I feel for Serena. She's been my neighbor a long time and that, but she brought up that I should pay more than her. Okay, but what's to say in a year her well don't collapse? If one went what's to say the rest aren't going to go sooner or later. It's all in that ground shifting stuff I guess. That's what I was told by the well people. That was my main thing just wondering how the assessment worked. I like to hear that 20 year jobber better than 10, that sounds good, too, you know and that. But you guys will contact us when you figure out how you're going to set up that payment thing?

Mike Pollocoff:

Well, the payment, and I think this is one of the items that Ms. Terra brought up was that she'd like something in writing that says how we're going to do this and that's in the resolution. The Board is going to adopt the resolution that has the effective law that says we are going to extend it by 20 years, that the date when the payment comes due when that's going to start.

[Inaudible From Audience]

Mike Pollocoff:

The practical effect will be in two years so that date will be in the resolution so you'll have that in writing. The thing we can't put in writing yet, because I don't know what to put in writing, is our opportunity to get some grants for both of the –

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Al Klinkhammer:

Now, has this been approved or –

Mike Pollocoff:

What's that?

Al Klinkhammer:

The extension of the water.

Mike Pollocoff:

No, not until the Board conducts a hearing and then they have to deliberate and decide whether or not they're going to do it.

John Steinbrink:

And that's what we're doing here is the hearing right now getting everybody's input into it.

Al Klinkhammer:

Technically as far as water goes I don't know how long I'll have it, you know, per se. Like right now I got it temporarily to where I can do laundry and take showers and stuff like that, but I'm not drinking it because I don't know what it's like. So if it ever comes where – I started out with a 122 foot well, I now have a 90 foot well. So it just keeps, you know, before you know it I won't have no well then I won't have no water at all. And if you guys don't approve this then what have I got left? Drill a well?

Mike Pollocoff:

That would be correct.

Al Klinkhammer:

Yeah, and I can't see the feasibility of punching another hole in the ground for that maybe to collapse. Actually to do that well it's about the same as the Village water. They want \$8,000 and some odd dollars to punch another well. So it's like a gamble. I punch a hole in the ground and pay \$8,000 and some odd dollars, and three years from now, okay, let's punch another well or Village water. The most sensible thing is Village water because the way the ground is now they keep telling me it don't make sense to punch another well. Because it might be ten years, you don't know, I'd be right back in the position I'm in now. You know. And the well's 30 some years old so it did good while it was there. It just decided to start to fill themselves in. Nobody realizes what it's like to have water until you're out of water. That makes a big difference. But

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to answer my question is mainly on the assessment, you know, if that was for the whole thing or just for the part of it. Okay, that's what I needed to know. So when's the next meeting?

Mike Pollocoff:

This is it.

Al Klinkhammer:

Yeah, but I mean about the approval or disapproval.

Mike Pollocoff:

This is it.

John Steinbrink:

This is it after we conclude the public hearing.

Al Klinkhammer:

Oh, okay, so then if you approve or disapprove how long before we're notified?

Michael Serpe:

You'll hear it tonight. Stick around.

Al Klinkhammer:

Oh, okay. Thank you.

Jane Romanowski:

There were no more signups, Mr. President.

John Steinbrink:

Anyone else wishing to speak on this item? If not, I will close the public hearing and open it up to Board comment or question.

Michael Serpe:

A couple questions. Mike, if the project were to proceed who would do the installation?

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Mike Pollocoff:

Mike has prepared some engineer's estimate that hasn't been put out to bid, the numbers, but I'm confident that those numbers are pretty good. We've also prepared numbers in house to have our own crew put it in since it's a relatively small project. They weren't too much different to put it in. But we'll put it in. As you know, whenever we do one of these projects the project can't come in any higher than what the price is we've given tonight, and that ends up being the cap unless we wanted to raise it. If the project comes in less, say it ends up being \$19,000, then that's the amount we assess. So we can only assess what the actual cost is. So right now we're looking at doing this internally.

Michael Serpe:

If you explained it earlier I may have missed it. And the reason for the \$96 a foot is why?

Mike Pollocoff:

It's a small project. You don't have a chance to spread some of those fixed costs around a number of users. So the more linear feet you lay the more you're able to spread that cost around a bigger base. But we've had an ongoing practice where water mains where they're not major distribution mains we've traditionally assessed these projects or extended them based on demand. Sometimes they're small and sometimes they're big.

Michael Serpe:

It's my understanding unless things have changed that even though the water goes past the property the people have to hook up but they could still use their own well for drinking if they wish. They just can't cross-connect the two systems. That's still in effect? The only thing they have to do is get a DNR permit for the well if they're going to maintain it, and that's \$25 for every three years or something like that or whatever it is.

Mike Pollocoff:

Right. And in this project in my discussions with Ms. Terra she's indicated she has an allergy to chlorine. We have a few houses in the Village where we've had to deal with this where we've received a doctor's report indicating the extent of the allergy and that people are not able to come in contact with chlorine. So on those projects we do require that the line comes to the house and that there's a meter placed in the house but it isn't connected. So everything in the house would be off chlorine. But there would have to be an agreement placed on the deed of the house such that when the house is transferred and Ms. Terra didn't live there, then at that point the connection has to take place and the well would be abandoned. But, yeah, we still allow people to keep their outside wells for watering if that's what they want to do, or washing the car or whatever, but they can't cross-connect the main.

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Michael Serpe:

Mike, will a hydrant go in on this project?

Mike Spence:

Yes. Actually in order to try to save costs there was – typically when you have a line that's not connected on both ends we put a hydrant at the end for flushing and maintenance. And there is a hydrant at the end of the existing line. What we will be doing is we'll be moving that to as far north where this project ends.

Michael Serpe:

I think the project is rather expensive, but I also see a need. If a resident is having a failing well, whether it be contaminated or failing, yeah, we can say we're going to deny this and force him to put a well in, another well, and as Mr. Klinkhammer said who's to guarantee that in a year or two years or three years that doesn't collapse as well. And the same thing could be said for Ms. Terra, that well could fail eventually as well also. I like what I heard tonight about the application for grants and some assistance for this project. It would certainly be welcome at this rate. I can see a need. I'm going to support the resolution to extend the water, but at the same time I hope some assistance comes in for these property owners as far as financial is concerned.

Steve Kumorkiewicz:

One of the advantages that we have with this project, too, is if you have a power failure in your house you cannot use your pump. But when you've got municipal water no matter what you are going to have water in your house. We have cases of failing wells in the Village, so it happens more and more. So unfortunately in this short section, as Mr. Pollocoff explained, the costs are going to be larger, but in the long run this is the right move to do.

Mike Pollocoff:

Mr. Chairman, there's one question, I'm sorry, that was left unanswered from Ms. Terra concerning shifting costs between the two property owners on the assessment. And when we made the determination of benefit of how much somebody shares in the cost of the project, on some things you can do a unit cost where everybody pays the same rate, but that's when everybody pretty much has the same size lot. But there's been significant case law on things such as especially municipal water where you can relate the actual benefit to the property based on how many linear feet of pipe you put in the ground in front of your property. So the wider your lot the more water main you have than the smaller.

I think to base it just on taking the two lots and divide it by two, especially when the two lots are as different in size as these two are, although you benefit one and not the other, I think based on the existing precedence and legal decisions and methods that we've done this I wouldn't recommend it. You hope everybody could be the same, but these are older lots, older certified survey map lots and they're just not the same. So we do have to put more pipe in front of one

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than we do the other, and that should not be at the expense of the person that has the smaller lot. That's how we come up with the different one and that's why we didn't assess it on a unit basis.

Michael Serpe:

I know what you're going through here. I went through the same thing 20 years ago. It was a very expensive assessment, and as it turned out one of the best special assessments we've ever had to experience because we had failing wells, and we had problems with the sewer and water at the same time as failing septic. The advantage that Ms. Terra is going to have is that she'll have two water systems on that property, and that in some ways is going to be an advantage. If Klinkhammer's well fails completely he has one system in municipal which is fine, but at least you're going to be able to eventually if you ever get off of the well to keep it for outside use, keep your municipal water for inside use if you so desire. There's a benefit to having two and you'll have that. And the bigger benefit is that you're going to be afforded probably better fire protection at a lower rate on your insurance as well because the hydrant is going to be right in front of your house and that's key, especially if you have a fire, and let's hope that don't happen. I'd move approval of Resolution 12-08.

Steve Kumorkiewicz:

Second.

John Steinbrink:

A motion by Mike, second by Steve for adoption of Resolution 12-08. Is there any further comment or question on this resolution?

SERPE MOVED TO ADOPT RESOLUTION #12-08 – FINAL RESOLUTION AUTHORIZING CONSTRUCTION OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY WITH THE CONSTRUCTION OF PUBLIC WATER MAIN IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OF 9230 AND 9243 32ND AVENUE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

John Steinbrink:

I want to thank everybody for coming out tonight. These are not easy hearings, especially in this time, and we understand financial burden out here, and certain people have certain needs. I want to thank Mike and everybody for working with everybody on this. Hopefully in the end we get everybody to win at this. So thank you for coming out tonight.

5. CITIZEN COMMENTS

Dave Mogensen:

Thank you, Mr. President, Village Board members. I just wanted to say a few words about one of our retired employees who recently passed away. Many of you know Jim Klotz. He worked for

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the Village for 20 maybe even more than 20 years. I started as a dispatcher here in 1987, and Jim Klotz was employed here at that time, and he actually helped to train me. And what a lot of people, what the public may not know is that Jim was afflicted with polio during his teenage years, and yet he married his sweetheart of a girlfriend, and they'd been married the entire time.

To say that Jim was an exemplary employee is an understatement because no matter how he felt, he was sick, if things were difficult for him, he still make it into work. And for you and I and most people here, getting up for work to work at seven o'clock you probably get up at five of five thirty in the morning to get ready. Jim Klotz would have to get up at three o'clock or four o'clock in the morning just to get ready with the help of his wife. He was in a wheelchair and very limited mobility. Yet the number one thing in his life, and you could tell, was working. He worked as a dispatcher at first, and then he was moved to the assistant court clerk position and still worked out of the Prange Center, and he was there every day. And if Jim Klotz was ever in a bad mood you would never know it. He always had a smile on his face. He always had a joke to tell, and he never had a bad word to say about anybody, never.

There's one bad thing I have to say about Jim and that was that he was a Chicago Bears and a Chicago Cubs fan. But he sure got a lot of ribbing about it, and he took it in stride and the battles took place. But he passed away this past Saturday. He was hospitalized with some complications and things went downhill very fast. I visited him in the hospital on Thursday and spoke to his wife, and she's obviously devastated because obviously she was a big part of his life and had to take very good care of him around the clock. She did say, though, that after Jim retired, I believe it was in the year 2009, 2008, he was bored. He'd sit at home and his day was waking up, watching TV, maybe going on the internet a little bit. But she could definitely tell there was a difference, he was a different personality. He was just bored. So work meant a lot to him.

And in my opinion if there were more people like Jim Klotz in this world I think the world would be a better place. I just had to come forward and let you guys know that he was appreciated and loved by everybody at the facility, and we're going to miss him. But may he rest in peace. Thank you.

John Steinbrink:

Thank you, David.

Jane Romanowski:

No other signups, Mr. President.

John Steinbrink:

Anyone else wishing to speak under citizens' comments? And I think maybe when we get to Board member comments we may had something to that about Jim. Because the Village is kind of a big family, especially you guys over there at the PD and the rescue. Jim was a big part of all of our lives and somebody special. If not, Mike?

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Mike Pollocoff:

I would just add Jim was an exemplar public employee. For the beating public employees have taken over the last couple years, people say those things that never met Jim Klotz. He was as good as it can get and a good role model for all of us. We lost a really good one. Other than that, Mr. President, I have nothing.

John Steinbrink:

Thank you, Mike.

6. ADMINISTRATOR'S REPORT – None.

7. NEW BUSINESS

A. Consider Resolution #12-09 - Preliminary Resolution declaring intent to exercise special assessment police powers in connection with the construction of public storm sewer improvements located in a new easement located to the rear of the properties east of 48th Avenue in the Devonshire Subdivision.

Mike Spence:

Mr. President and members of the Board, this resolution before you this evening is to start the process of looking into a plan to address some storm water drainage issues in the area that's on the east side of the Devonshire Subdivision just east of 48th Avenue. This project was precipitated by a number of concerns by residents in the Devonshire Subdivision. And what's transpired is originally when both of the subdivisions were developed there's a tree conservation easement that is in between the Devonshire and the Meadowdale Subdivisions here. The original engineering plan that was put together called for that area to be basically a drainage area with drainage going to the south, and then ultimately it goes through a storm sewer and gets into the Meadowdale Subdivision drainage system.

What we found over the years is that this dedicated tree conservation easement really does not drain very well and the way to correct that would be to put some positive drainage from the back of these properties to the south. And so what we're looking at is the possibility of either – it looks like there's very little relief, so it would probably be a combination of a storm sewer and a drainage swale to get the water to the south and to the drainage system.

So the resolution that you have before you tonight is to direct the engineering department to put together a final plan and come up with an assessment cost to move this project forward. The assessment would be generally located on these properties in Devonshire to where this red area is. At this point it looks probably four or five properties that might be assessed. So with that, I'd entertain any questions.

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Michael Serpe:

A couple things, Mike. Are there any houses built on any of those lots as of yet?

Mike Spence:

There is not. There is one house that's under construction. It's Lot 28 I believe. These lots are privately owned. What we would have to do as this project we'd also be looking at getting an easement to allow us to put in the drainage facilities, have a permanent easement and most likely a construction easement as well. But one of the developers is looking to develop Lot 27, so they're anxious to move forward. And part of the problem that we're looking at possibly putting in a pipe rather than just the drainage is that a couple of these houses were built with walk out basement, and there wouldn't be much backyard to try to do the drainage. So we're trying to really address these issues, and that's what this is all about.

Michael Serpe:

Who engineered the original, MasterCraft?

Mike Spence:

The original plan was developed I think by Losik Engineering – or the engineer that did this is no longer in business.

Michael Serpe:

I can see why. What do you think the project is going to cost, Mike? I'm not going to hold you to anything, ballpark.

Mike Spence:

We've looked at a number of options from grading to putting in a pipe. It's probably going to be in the neighborhood of \$30,000 or so.

Michael Serpe:

\$7,000 apiece?

Mike Spence:

Potentially, yes.

Michael Serpe:

I understand why it needs to be done because in Meadowdale Estates people are complaining about water flowing onto their property if I'm not mistaken.

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Mike Spence:

That is correct.

Michael Serpe:

But at the same time we don't have any recourse on any past engineering on this, do we?

Mike Spence:

Not to my knowledge. Like I said, they're out of business.

Mike Pollocoff:

They're out of business, the developer is out of business.

Mike Spence:

And actually the developers for both subdivisions.

Mike Pollocoff:

I think the special assessment brings us back to where we would have been otherwise I guess. Maybe it could have been done a little less expensively if it had been part of the original design. But the engineer didn't get it in there. The intent of the land division ordinance and the Village's assessment practices has been that new development pays its own way. So had all things been equal this would have been done in the first instance. The only difference is now instead of being spread across all the lots in the subdivision it's being placed on these four lots.

Michael Serpe:

So all we're going to do tonight is approve the resolution and set it for public hearing, is that right?

Mike Pollocoff:

Yes.

Michael Serpe:

So moved.

Clyde Allen:

Second.

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John Steinbrink:

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

Steve Kumorkiewicz:

Question for Mike. Rather than put pipes to drain that, a swale would be enough for that? Because stood on top of that several times I went over there, and I wonder if the swale going back to the south to that pond –

Mike Spence:

We're looking at a combination. The part of the problem, Steve, is that the grade is so flat. Even if we can grade it for a swale it's less than the recommended slope that you normally want to have over a vegetated area to actually get the water to move. So the last thing that we want to have happen is to put in a swale and not have it drain. So the other thing, too, is to get the right grade for the swale I'm concerned about getting too far back into the peoples' backyards as far as their usable backyard area. So it's possible that we will have part of a swale on the very upstream end of where we're trying to drain, but we really think that if we put in a pipe it allows more usable area of the backyard.

Steve Kumorkiewicz:

What size of pipe?

Michael Serpe:

I think it was 20 or 15 inches I believe.

John Steinbrink:

Okay, we have a motion and a second.

SERPE MOVED TO ADOPT RESOLUTION #12-09 - PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE CONSTRUCTION OF PUBLIC STORM SEWER IMPROVEMENTS LOCATED IN A NEW EASEMENT LOCATED TO THE REAR OF THE PROPERTIES EAST OF 48TH AVENUE IN THE DEVONSHIRE SUBDIVISION; SECONDED BY ALLEN; MOTION CARRIED 5-0.

B. Consider Resolution #12-10 accepting the public street, infrastructure, landscaping and lighting improvements for the Woodfield Estates Subdivision located at 40th Avenue and 110th Street west of 39th Avenue

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Mike Spence:

Mr. President and members of the Board, this resolution before you is to accept the final infrastructure improvements for the Woodfield Estates Subdivision which is located just west of 39th Avenue or EZ off of 110th Street, and it's 40th Avenue there. The public improvements that we'd be accepting tonight include water main, sanitary sewer. There's an outlot with a storm water pond. There is some landscaping associated with that. Also, a street light that's part of the subdivision, and the road improvements as well. So basically we're looking to accept all these improvements this evening.

Monica Yuhas:

Motion to approve Resolution 12-10.

Steve Kumorkiewicz:

I second that.

John Steinbrink:

Motion by Monica, second by Steve for adoption of Resolution 12-10. Any further discussion?

Steve Kumorkiewicz:

There used to be a problem over there with the outlet that's right on the corner because the person who did this project [inaudible]. Are they going to take care of the outlet?

Mike Pollocoff:

That's part of their covenants.

Mike Spence:

It's part of the developer's agreement and the covenants.

Steve Kumorkiewicz:

Okay.

John Steinbrink:

We have a motion and a second for approval.

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YUHAS MOVED TO ADOPT RESOLUTION #12-10 ACCEPTING THE PUBLIC STREET, INFRASTRUCTURE, LANDSCAPING AND LIGHTING IMPROVEMENTS FOR THE WOODFIELD ESTATES SUBDIVISION LOCATED AT 40TH AVENUE AND 110TH STREET WEST OF 39TH AVENUE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

- C. Consider an Award of Contract for HVAC Services for various Village of Pleasant Prairie Buildings/Facilities.**

Tom Shircel:

Thank you, Mr. President and Village Trustees. The Village current contracts with several different providers to service and maintain Village HVAC facilities. So on February 3, 2012 the Village released RFP 12-01 entitled Heating, Ventilation and Air Conditioning Services for Various Village of Pleasant Prairie Buildings in an effort to consolidate those services to one firm. Pursuant to the RFP, the responses were to provide a proposal to the Village for HVAC services to service these various buildings. Those services would include such things as equipment installations, renovations, remodels, repairs, preventative maintenance and the general maintenance of the existing facilities.

The Village facilities to be serviced under that contract would be as follows and is shown on the screen. The Village Hall and Fire Department Number 1, Fire and Rescue Department Number 2, the RecPlex, Roger Prange Building, Baby-U, the Wruck Beach Pavilion and lift stations and booster stations. In response to the RFP the Village did receive six responses. Those are from AccuTemp of Kenosha, the Grunau Company in Oak Creek, Illingworth-Kilgust Milwaukee, Lee Plumbing Kenosha, Martin Petersen Company Kenosha and United Mechanical in Racine. And there's a chart on the screen that you can see which lists all the attributes of the responses, the company firm, location, their rate, their work rates per hour, equipment/material markup, response time, subcontractor and warranty parts and labor. And you can see that the Village basically in the second column received bids ranging anywhere from \$14,000 up to \$129,000.

So after the staff made an internal review of all of those six submittals, we came up with a recommendation for Martin Petersen Corporation. The reasons being, as listed on the screen, Martin Petersen has previous experience with and understanding and familiarity with the Village buildings; the Village staff has been satisfied with the experience and capabilities of the Martin Petersen technicians; Martin Petersen offers the lowest service response times for both standard and emergency service; Martin Petersen offers a one year warranty on materials and labor; they offer a low ten percent markup on equipment and materials from wholesale rates. And, finally, under current contracts with Martin Petersen, Martin Petersen charges the Village the same rate for regular service hours, that being from 8 a.m. to 5 p.m. as it does for emergency and holiday and overtime hours as well. And indications from Martin Petersen is that they will continue to do so with a new contract.

Finally, the Village staff recommends that the Village Board award a base contract to the Martin Petersen Company in the amount of \$45,130 for the provision of these HVAC services, with the caveat that the Village Administrator is further authorized to execute necessary and reasonable

Village Board Meeting
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additions or subtractions to this contract for fees, expenses or additional work and/or for service requests. And with that I'll hand it back to the Board, and I'll be happy to answer any questions.

Michael Serpe:

The reason Lee Plumbing is being not recommended is for what?

Tom Shircel:

Let me go back to that slide. Oh, Lee Plumbing they had the low bid of \$14,000. They did not bid on the RecPlex on the pool, the geothermal system and so on and so forth. And the reason was that Lee Plumbing is unable to provide a proposal for the RecPlex, IcePlex and Aqua Arena due to the specialty license requirements to work on existing ammonia systems.

Michael Serpe:

Alright, okay, thank you.

John Steinbrink:

Would there have been a savings to us by splitting this up differently?

Mike Pollocoff:

That's what we're doing now and we're not seeing it. Basically Martin Petersen is doing RecPlex and Village Hall, and they're doing public works but they're not doing the other buildings.

Tom Shircel:

I think Lee Plumbing does Fire Station Number 2 currently as well.

John Steinbrink:

We need a motion.

Clyde Allen:

So moved.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Clyde, second by Monica. Further discussion?

Village Board Meeting
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ALLEN MOVED TO AWARD A TWO-YEAR CONTRACT FOR HVAC SERVICES FOR VARIOUS VILLAGE OF PLEASANT PRAIRIE BUILDINGS/FACILITIES TO MARTIN PETERSEN IN AN AMOUNT NOT TO EXCEED \$45,130 SUBJECT TO CONDITIONS SET FORTH BY STAFF; SECONDED BY YUHAS; MOTION CARRIED 5-0.

D. Consider renewal of an Animal Control Agreement with Clawz and Pawz.

Mike Pollocoff:

Mr. Chairman, we have our annual agreement with Clawz and Pawz who performs our animal control services. I'm recommending that the agreement be approved as presented.

Monica Yuhas:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Comment or question, Steve?

Steve Kumorkiewicz:

Yes, I've got a question. If I recall correct, we used to pay a fee for each animal they catch, right, the fee that we used to pay?

Mike Pollocoff:

Yes, but it's been a while since we've paid that.

Steve Kumorkiewicz:

When we went to [inaudible].

Mike Pollocoff:

I can't recall. This agreement has been in place for probably –

Steve Kumorkiewicz:

Several years now.

Village Board Meeting
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Mike Pollocoff:

Yeah, it was before that.

Steve Kumorkiewicz:

Okay, but it's going to be separate with the Human Society, actually two separate contracts?

Mike Pollocoff:

Right, this contractor just gets the dogs.

Steve Kumorkiewicz:

Okay.

Michael Serpe:

How much are we paying every year to animal control about?

Mike Pollocoff:

I think it's about \$30,000 or \$32,000?

[Inaudible Audience Comment]

Michael Serpe:

How much?

Mike Pollocoff:

\$16,000 to \$20,000.

Michael Serpe:

\$16,000 to \$20,000. Just a thought, and this is fine for right now but just something for the future, community service officer could probably absorb some of this cost and he works at our discretion to do other things on behalf of the police department as well. Maybe it would be something to look at in the future that we can get multiple uses out of this person including animal control.

Mike Pollocoff:

Right. That's a good idea.

Village Board Meeting
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John Steinbrink:

Okay, we have a motion and a second. Any other comment or question?

YUHAS MOVED TO RENEW THE ANIMAL CONTROL AGREEMENT WITH CLAWZ AND PAWZ FOR 2012; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

E. Consider Ordinance #12-12 to amend Chapter 242 of the Municipal Code relating to LakeView RecPlex fees.

Carol Willke:

Mr. President and members of the Board, what you have before you is the result of an annual programs audit that we do at the RecPlex basically making sure that our programs are paying for themselves and covering all the cost. So we have gone through all the programs, made some recommendation to increase fees pretty minimally across the Board. There's really not a whole of the programs being affected. We did increase the trial membership only because we did not do that when we increased the membership general rates last year. And then as you go through this you can see that there's just some minor changes to some of the programs. We are cognizant of the fact that people are having a little bit of a struggle financially so we kept them to a minimum. The staff and the Recreation Commission recommend that you approve the changes.

Michael Serpe:

So moved.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica. Further discussion?

SERPE MOVED TO ADOPT ORDINANCE #12-12 TO AMEND CHAPTER 242 OF THE MUNICIPAL CODE RELATING TO LAKEVIEW RECPLEX FEES; SECONDED BY YUHAS; MOTION CARRIED 5-0.

8. VILLAGE BOARD COMMENTS

Michael Serpe:

I'm not going to beat a dead horse, but I'm going to come to that for one of our Commission members who was under a lot of fire in the last couple weeks. And it's unfortunate that it had to come and make this man look like he's lesser of a person, and I refer to Dino Laurenzi who is a standup guy as I've ever met in my life. Unfortunately, we had major league baseball players and

Village Board Meeting
March 5, 2012

sports players getting paid millions and millions of dollars to play a sport, and when the focus is on them they somehow turn it to another person and it's never their own fault. And the case here was Ryan Braun.

I collected a lot of evidence in my 28 years as a police officer, and something like this that the evidence collected was not tampered with, was not in any way, shape or form change, it's a shame that Dino had to be in the national spotlight as if he did something criminal or something dastardly wrong. Not speaking for the entire Board, but I'm sure you'll all agree that I support Dino Laurenzi 100 percent. The man is a standup figure, an honest individual with integrity and definitely not deserving of the criticism that he's received from a certain player from the Milwaukee Brewers.

Clyde Allen:

Mike, thank you. I, too, was going to – I'll keep it brief because I was going to mention the same topic. I know Dino Laurenzi from church as well as serving with him on the Village Recreation Commission. I'm proud to call Dino a friend and have the utmost respect for him and consider him the consummate professional with unquestionable integrity. I just want to go on the record to show support for Mr. Laurenzi, and I'm disgusted with the scrutiny that he has had to go under. Thank you.

Steve Kumorkiewicz:

I've known Dino Laurenzi's family for at least 46 or 47 years. [Inaudible] in the City when he had the pharmacy on 22nd Avenue and south 75th Street. Personal integrity, a family that you could trust, well recognized in the community, well [inaudible] honesty, and it's unbelievable what they're doing to the reputation of a person. It's incredible. It's a shame because Dino or his family don't deserve that. Clyde, you're right, there's not to much to add to that. But we support 100 percent Dino, 110 percent.

John Steinbrink:

I just want to echo Mike and everybody's response on Dino. I think would it be okay to put this in a resolution form from the Board?

Mike Pollocoff:

Sure.

Michael Serpe:

Good idea.

Village Board Meeting
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John Steinbrink:

Anybody that knows Dino knows this, but unfortunately there are a lot of people that don't know Dino, and my jaw dropped to the ground when I was listening to the commentary on this. Wow, they just turned Dino into a politician or a lawyer. Whatever it is they made him one of those evil guys out there and that's not Dino. So I've got to echo that.

Then going back to Jim Klotz, I think we all know Jim and everybody knows Jim. I don't think the man had a mean, bad bone in his body. And to know him and to know what he went through, as Dave said, his work was his life. The man looked forward to going to work. He didn't want to be a burden on society, he didn't want to be a burden on his family, and he made every day count. I think that's something we should really admire in somebody, and that's what I admire in Jim. I know we're all going to miss him. I want to thank everybody for their comments on that. Mike?

Michael Serpe:

Dave, is that four until eight tomorrow?

Dave Mogensen:

It's five to eight p.m. [Inaudible]

Michael Serpe:

Okay, that's good, thank you. Yup, he will be missed, I agree with you.

9. ADJOURNMENT

YUHAS MOVE TO ADJOURN THE MEETING; SECONDED BY ALLEN; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7 P.M.



Resolution No. 12-11

**Resolution of Appreciation to Retiring
Pleasant Prairie Police Lieutenant Paul Ratzburg
for More Than 31 Years of Outstanding Public Service
to the Citizens of the Village of Pleasant Prairie**

WHEREAS, Paul Ratzburg has served the citizens of Pleasant Prairie as a member of the Town and Village of Pleasant Prairie Police Department in multiple capacities for more than 31 years, and;

WHEREAS, Paul Ratzburg joined the Pleasant Prairie Police Department in 1980 as an auxiliary citizen volunteer, later joined the Department as a part-time and then full-time officer, and most recently served as Lieutenant of Detectives, and;

WHEREAS, Paul Ratzburg, in addition to his duties within the Department, has been engaged and involved with the community through Kenosha Area Crime Stoppers, the Kenosha County Public/Private Partnership for Emergency Preparedness and as an instructor for CERT (Community Emergency Response Team), and;

WHEREAS, Paul Ratzburg has been involved in high profile cases and has earned a significant amount of respect for both himself and the Pleasant Prairie Police Department within both law enforcement circles and the community, and;

WHEREAS, Paul Ratzburg, as a highly dedicated professional, has been a great asset to the Department and the community for a significant period of time.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Village of Pleasant Prairie, that on the occasion of his retirement, Paul Ratzburg be recognized for his service to the Village of Pleasant Prairie and that he receive the most sincere thanks and appreciation of the Village Board and the citizens of Pleasant Prairie.

Considered and adopted this 19th day of March, 2012.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk



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

Consider **Ord. #12-14** for a **Zoning Text Amendment** for the request of Michael Warwick of American Transmission Company to create Section 420-128 F (9) to specifically list transmission lines (electric power or natural gas) as a Conditional Use within the C-1, Lowland Resource Conservancy District.

Recommendation: On March 12, 2012, the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Text Amendment** (Ord. #12-14) as presented.

Consider **Ord. #12-15** for a **Zoning Map Amendment** for the request of Michael Warwick of American Transmission Company to correct and rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District and the non-wetlands into the M-4, Power Generating District.

Recommendation: On March 12, 2012, the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map Amendment** (Ord. #12-15) as presented.

VILLAGE STAFF REPORT OF MARCH 19, 2012

Consider **Ord. #12-14** for a **Zoning Text Amendment** for the request of Michael Warwick of American Transmission Company to create Section 420-128 F (9) to specifically list transmission lines (electric power or natural gas) as a Conditional Use within the C-1, Lowland Resource Conservancy District.

Consider **Ord. #12-15** for a **Zoning Map Amendment** for the request of Michael Warwick of American Transmission Company to correct and rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District and the non-wetlands into the M-4, Power Generating District.

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

Michael Warwick of American Transmission Company is requesting approval of the following for the proposed Pleasant Prairie switchyard expansion project on property located west of the main We Energies Pleasant Prairie Power Plant property located at 8000 95th Street:

- A **Zoning Text Amendment** to create Section 420-128 F (9) to specifically list transmission lines (electric power or natural gas) as a Conditional Use within the C-1, Lowland Resource Conservancy District.
- a **Zoning Map Amendment** to correct the map and rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District and the non-wetlands into the M-4, Power Generating District.

Background Information: On March 12, 2012 the Village Plan Commission conditionally approved a Conditional Use Permit including Site and Operational Plans for the proposed Pleasant Prairie switchyard project including the expansion of an existing electrical switchyard that will involve filling and grading, installation of storm drainage features, construction of a detention pond, relocation of the microwave communication facility and installation of several steel monopole structures that will route transmission lines into and out of the expanded switchyard. The proposed Zoning Text and Map Amendments are required for the project to continue.

Several new steel monopoles are proposed to be constructed near the switchyard station that is needed to route transmission lines in and out of the expanded switchyard station. One such structure has been approved by the WI DNR to be constructed within the wetlands area on the west side of the railroad all of the other structures have been placed outside the wetlands but are located within the shoreland area of a tributary to the Jerome Creek. The project will require the Village to issue a Stipulated Shoreland Permit for work within 75 feet of the Ordinary High Water Mark (OHWM) of said navigable waterway. The WI DNR has issued the required Storm Water and Erosion Control Permit dated February 22, 2012 for this work.

The construction of the expanded switchyard and associated transmission structures and storm water facilities will result in the following work occurring within 75 feet of the tributary to Jerome Creek located along the west fence line of the existing switchyard:

- a. Expansion of a portion of the gravel substation pad and the perimeter fencing, and
- b. Construction of one (1) monopole transmission structure outside of the west side of the switchyard (6.5 feet from OHWM) and five (5) transmission structures within the fence line of the updated switchyard (at 63, 72, 72, 74 and 74 feet from the OHWM)

respectively). *[The Village Zoning Board of Appeals held a public hearing on March 12, 2012 and approved a variance from Section 420-125.1 J (4) (c) [2] of the Village Zoning Ordinance to construct one (1) monopole transmission structure outside of the west side of the switchyard (6.5 feet from Ordinary High Water Mark (OHWM)) and five (5) transmission structures within the fence line of the updated switchyard (at 63, 72, 72, 74 and 74 feet from the OHWM) wherein a 75 foot setback is required.]*

An additional steel monopole structure is proposed to be constructed on the west side of the railroad tracks within the wetlands. The WI DNR has approved the construction of the monopole in the wetlands and the Zoning Text Amendment as proposed would create Section 420-128 F (9) to specifically list transmission lines (electric power or natural gas) as a Conditional Use within the C-1, Lowland Resource Conservancy District and allow the pole to be located within the wetlands.

On October 29, 2010, November 9, 2010 and April 1, 2011 the wetland areas in proximity to the project area were field delineated by GAI Consultants. A portion of the wetlands have been approved by the WI DNR to be filled for this project (See attached permit issued by the WI DNR dated February 14, 2012). As a result of the wetland staking and the subsequent permit to fill a small portion of the wetlands, the Village Zoning Map is proposed to be corrected to rezone the field delineated wetlands, excluding the wetlands allowed to be filled into the C-1, Lowland Resource Conservancy District and the non-wetlands into the M-4, Power Generating District pursuant to Ord. #12-15

RECOMMENDATIONS:

On March 12, 2012, the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Text Amendment** (Ord. #12-14) as presented.

On March 12, 2012, the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map Amendment** (Ord. #12-15) as presented.

RECEIVED
FEB 13 2012
Village of Pleasant Prairie

American Transmission Co. - PLEASANT PRAIRIE SWITCHYARD EXPANSION

Project Narrative as it relates to Village of Pleasant Prairie Approvals

The proposed Pleasant Prairie Switchyard expansion project includes the expansion of an existing electrical switchyard that will involve filling and grading, installation of storm drainage features, construction of a detention pond, and installation of several steel monopole structures that will route transmission lines into and out of the expanded switchyard, including one steel monopole structure that is located west of the main We Energies Pleasant Prairie Power Plant property (See attached "Site Plan for Zoning Variance & Stipulated Shoreland & EC Permit" figure).

The following information responds to the information request from in an email from Peggy Herrick, to Michael Warwick and Kevin Lynch of ATC dated February 2, 2012, as well as subsequent discussions between ATC (and its extended consultant staff) and the Village.

Microwave Communication Facilities Relocation

In order to change the switchyard configuration it is necessary to relocate the existing microwave tower and associated equipment. A new site outside the switchyard to the southwest has been selected. The new microwave facilities will be installed and placed in-service prior to removal of the existing equipment.. The site plan, PLP-02-01S, shows the new microwave equipment area.

The new communications building is planned to be approximately the same size (11'-5" X 14') as the existing (12' X 14'). The existing communications building is shown on the attached drawing copy (Drawing: 'Pleasant Prairie SY - EXISTING Building Exterior Elevation'). The new building will be similar to the existing building in size and appearance. (Drawing: 'Pleasant Prairie SY - NEW Building Exterior Elevation'). The new building will have an exposed stone aggregate exterior (same as the existing building).

The new tower will be shorter than the existing one (185' versus 198'). The existing 198' tower is shown on the attached drawing copy (Drawing: 'Pleasant Prairie SY - EXISTING Tower Elevation'). The new 185' tower we be essentially the same in appearance as the existing tower. (Drawing: 'Pleasant Prairie SY - NEW Tower Elevation').

We are providing "typical" or "similar" drawings because we do not yet have exact elevations from the manufacturer. The reason these elevations are not available is because we could not bid this work out until we received an order from the PSCW. Final plans will be submitted to the Village for all facilities prior to the issuance of a building permit

The new microwave equipment site will also contain a propane tank and a generator necessary to provide standby power for the equipment. A landscaping plan (Drawing: Microwave Tower Landscape Plan) that includes evergreen trees, tall grasses, and deciduous shrubs is included with this submittal.

Rezoning/Zoning Amendments

American Transmission Company (ATC) retained GAI Consultants to conduct wetland delineation activities for the purpose of identifying wetlands surrounding the proposed switchyard. Portions of these wetlands were proposed for filling as part of an application filed jointly with the Wisconsin Department of Natural Resources (WDNR) and the Public Service Commission of Wisconsin (PSCW) on May 25, 2011.

ATC is seeking a rezone from M-4 to C-1 for all delineated wetlands that will remain following construction of the proposed project. Similarly, ATC is requesting a rezone to M-4 for portions of the rectangular C-1 zone located adjacent to the existing switchyard that was not identified as wetland as part of the wetland delineation effort. The attached plat of survey describes the delineated wetlands.

ATC requested a letter of wetland delineation concurrence from WDNR as requested by the Village. However, WDNR informed ATC that its current policy is to not issue concurrence letters, and suggested requesting concurrence from the US Army Corps of Engineers since the wetlands are considered Waters of the United States. The US Army Corps of Engineers provided a concurrence letter on February 6, 2012. A copy of this concurrence letter is attached for the Village's information.

Though the DNR is not issuing a concurrence letter, staff did indicate that they would be issuing a permit for the work proposed in wetland areas. This permit will be shared with the Village upon receipt.

In addition to the proposed amendments to the Zoning Map, ATC is also requesting a zoning text amendment to allow utility structures in C-1 as a conditional use. This conditional use approval is required for the proposed structure located in the C-1 on the west side of the railroad tracks.

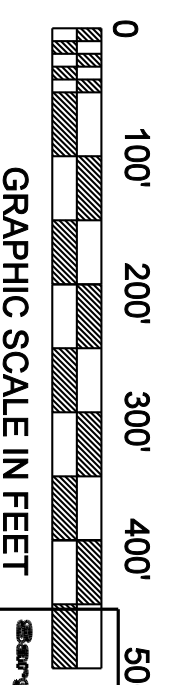
Stipulated Shoreland Permit

Construction of the expanded switchyard and associated transmission structures and storm water facilities will result in the following work occurring within 75 feet of the Ordinary High Water Mark (OHWM) of the waterway located along the west fence line of the existing switchyard:

- expanded portion of the gravel substation pad itself and the perimeter fencing,
- One (1) monopole transmission structure outside of the west side of the switchyard (6.5 feet from OHWM), and five (5) transmission structures within the fence line of the updated switchyard (at 74, 72, 72, 63, and 74 feet from the OHWM, respectively).

Please refer to the attached "Site Plan for Zoning Variance, Stipulated Shoreland, and EC Permit" for a depiction of these components. ATC is respectfully requesting a variance of the Shoreland Zoning ordinance Sections 420-125.1 J (4) (c) [2] and [3] for any of these components of the expanded switchyard that are required by ordinance to be at least 75-feet from the OHWM of the waterway. Because the project is expansion of an existing switchyard on existing power plant property, it is not feasible to design a functional switchyard that meets the project needs, while excluding all components from within 75 feet of the waterway.

SITE ADDRESS: 8000 98TH STREET,
 PLEASANT PRAIRIE, WI
APPLICANT'S NAME: AMERICAN TRANSMISSION COMPANY, LLC
 AND ATC MANAGEMENT INC.
ADDRESS: W234 N2000 RIDGEVIEW PARKWAY COURT,
 WAUKESHA, WI 53188-1022
TELEPHONE NUMBER: 262-506-8866
FAX NUMBER: 262-506-8939
PROJECT MANAGER: BARBARA MIKOLAJCZYK
CONTACT PERSON: KEVIN LYNCH
 262-506-8866



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 UNLESS SPECIFICALLY NOTED OTHERWISE

REV	DATE	W.C. #	DESCRIPTION
0A	01-19-11	88907	CIP APPLICATION DOCUMENTS

ATC
 AMERICAN TRANSMISSION COMPANY
 THE DESIGNER

SCALE: 1"=150.00'
 DRAWING NO. PLEASANT PRAIRIE SWITCHYARD
 PLP - 04 - 01S

Pleasant Prairie Switchyard - Overlay

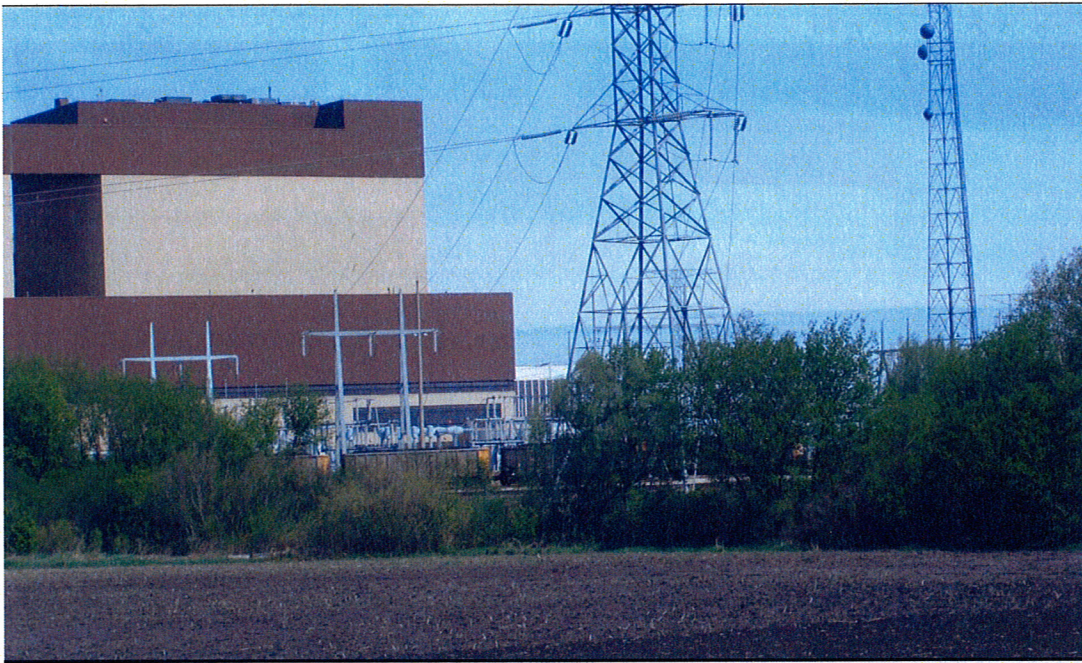
<ul style="list-style-type: none"> — 115 kV — 138 kV — 69 kV — 161 kV — 230 kV 	<ul style="list-style-type: none"> — 115 kV underground — 138 kV underground — 69 kV underground — Non-Operational underground 	<ul style="list-style-type: none"> ◊ All Structure Locations - CALCAD ▲ Substation □ Top of Switching Structure
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Overhead line configuration not indicated. The information presented in this map document is advisory and is intended for reference purposes only. ATC owned and operated facility locations are approximated.

1: 4,516

EXISTING LANDSCAPING

Appendix C



5-18-11 **Southeasterly view** photo from CTH H. Photo shows existing screening of site and relative location of switchyard to the power plant.

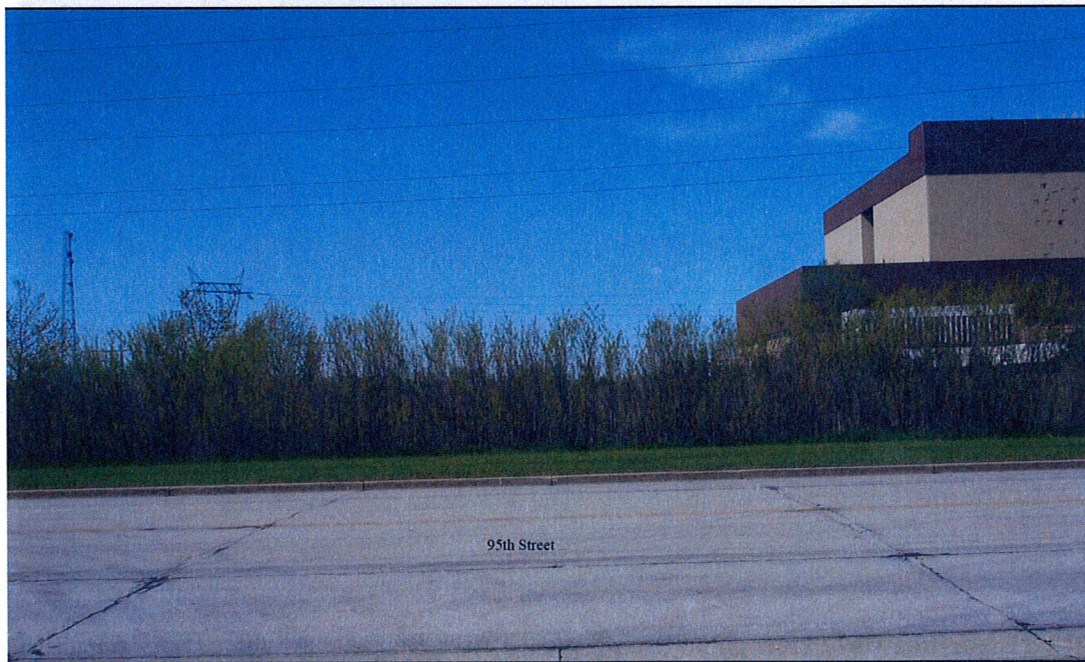


5-18-11 **Northeasterly view** photo from Kenosha Area Business Alliance (KABA) parking lot. Photo shows existing screening of site and proximity of switchyard to power plant.

Appendix C



5-18-11 **Easterly** view photo from KABA parking lot. Photo shows existing screening of site. Lattice tower being relocated to south (see site plan and Appendix D).



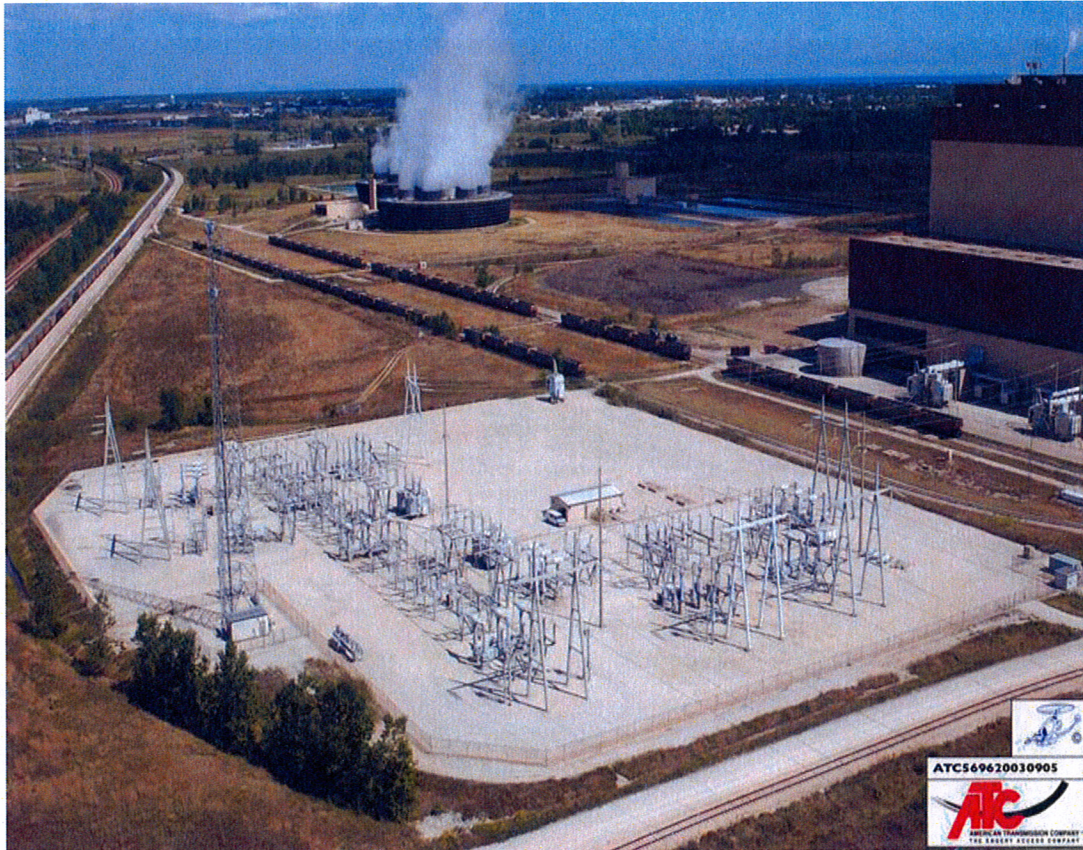
5-18-11 **North** view from 95th Street. Photo shows existing screening and distance between roadway and area of improvements.

Appendix C

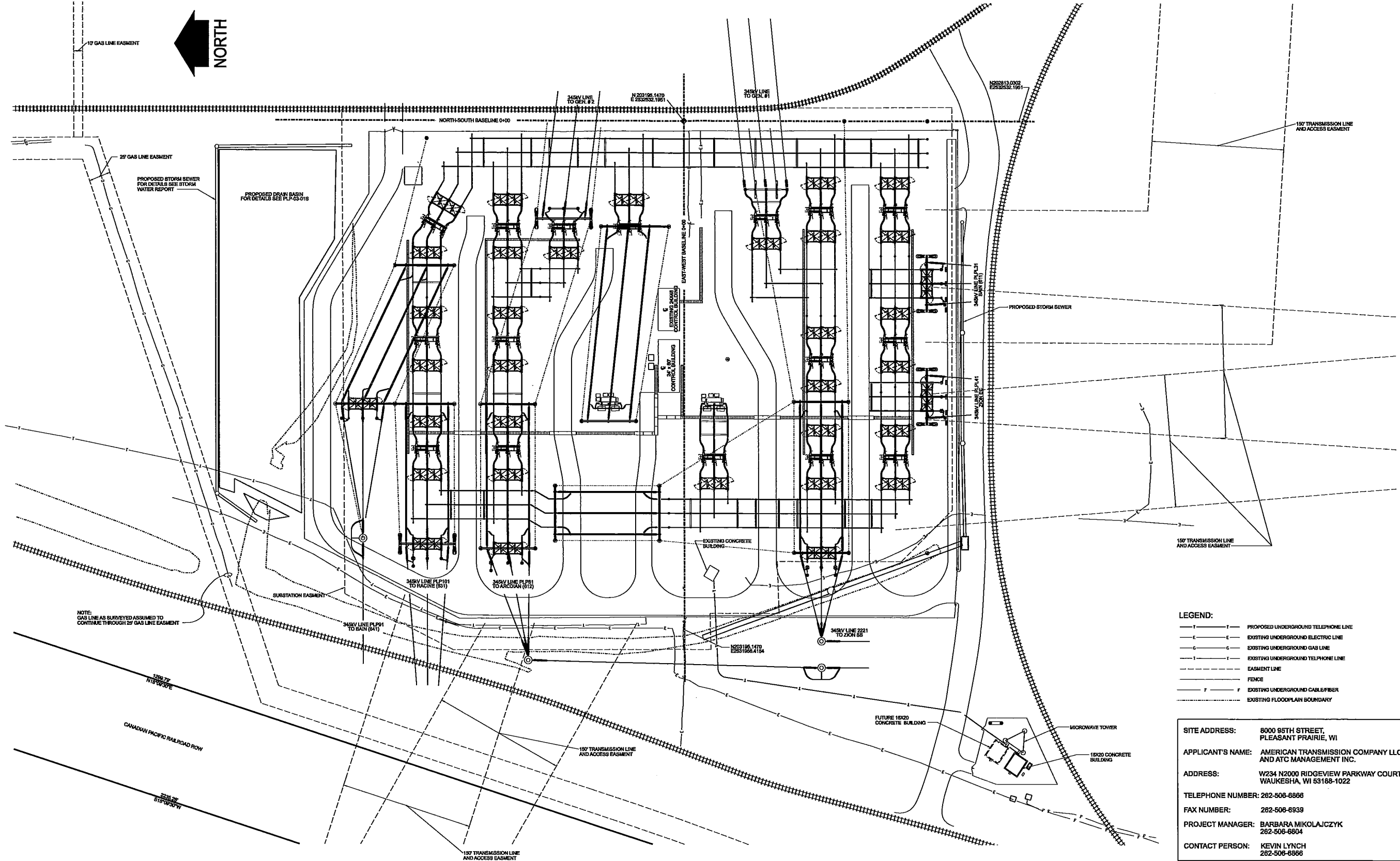


No date available for this **Southwesterly** view. Photo shows proximity of site to Kenosha Area Business Alliance parcel and 95th Street.

Appendix C



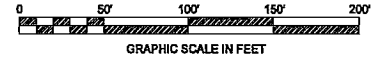
No date available for this **Northeasterly view**. Photo shows planned expansion area to the north of the switchyard. Also shows existing lattice tower, which is very similar to replacement lattice tower.



NOTE: GAS LINE AS SURVEYED ASSUMED TO CONTINUE THROUGH 20' GAS LINE EASEMENT

- LEGEND:**
- T — T — PROPOSED UNDERGROUND TELEPHONE LINE
 - E — E — EXISTING UNDERGROUND ELECTRIC LINE
 - G — G — EXISTING UNDERGROUND GAS LINE
 - T — T — EXISTING UNDERGROUND TELEPHONE LINE
 - — — — EASEMENT LINE
 - — — — FENCE
 - F — F — EXISTING UNDERGROUND CABLE/FIBER
 - — — — EXISTING FLOODPLAIN BOUNDARY

SITE ADDRESS: 8000 85TH STREET, PLEASANT PRAIRIE, WI
APPLICANT'S NAME: AMERICAN TRANSMISSION COMPANY LLC AND ATC MANAGEMENT INC.
ADDRESS: W234 N2000 RIDGEVIEW PARKWAY COURT, WAUKESHA, WI 53188-1022
TELEPHONE NUMBER: 262-506-8866
FAX NUMBER: 262-506-8939
PROJECT MANAGER: BARBARA MIKOLAJCZYK 262-506-6804
CONTACT PERSON: KEVIN LYNCH 262-506-8866

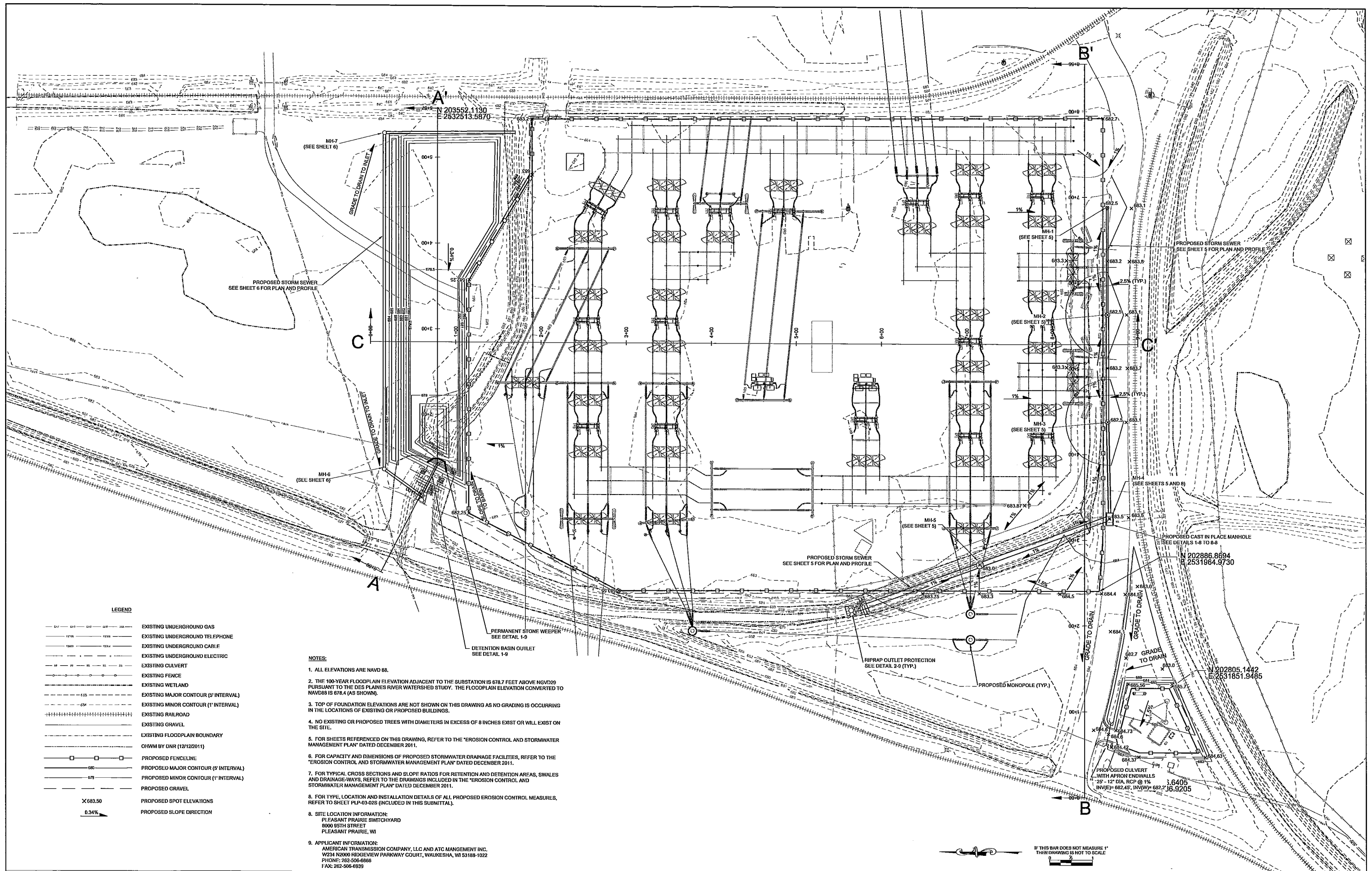


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 11-18-12 11/20/2012 11/20/2012 11/20/2012

REV	DATE	BY	CHKD	DESCRIPTION
0	01-19-12	68407		CUP APPLICATION DOCUMENTS



SITE PLAN
PLEASANT PRAIRE SWITCHYARD
 SCALE: 1"=40'-0"
 DRAWING NO: **PLP-02-01S**
 ©AMERICAN TRANSMISSION COMPANY 2004



LEGEND

- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND CABLE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING CULVERT
- EXISTING FENCE
- EXISTING WETLAND
- EXISTING MAJOR CONTOUR (5' INTERVAL)
- EXISTING MINOR CONTOUR (1' INTERVAL)
- EXISTING RAILROAD
- EXISTING GRAVEL
- EXISTING FLOODPLAIN BOUNDARY
- OHWM BY DNR (12/12/2011)
- PROPOSED FENCELINE
- PROPOSED MAJOR CONTOUR (5' INTERVAL)
- PROPOSED MINOR CONTOUR (1' INTERVAL)
- PROPOSED GRAVEL
- X 683.50 PROPOSED SPOT ELEVATIONS
- 0.34% PROPOSED SLOPE DIRECTION

NOTES:

1. ALL ELEVATIONS ARE NAVD 88.
2. THE 100-YEAR FLOODPLAIN ELEVATION ADJACENT TO THE SUBSTATION IS 678.7 FEET ABOVE NAVD88 PURSUANT TO THE DES PLAINES RIVER WATERSHED STUDY. THE FLOODPLAIN ELEVATION CONVERTED TO NAVD88 IS 678.4 (AS SHOWN).
3. TOP OF FOUNDATION ELEVATIONS ARE NOT SHOWN ON THIS DRAWING AS NO GRADING IS OCCURRING IN THE LOCATIONS OF EXISTING OR PROPOSED BUILDINGS.
4. NO EXISTING OR PROPOSED TREES WITH DIAMETERS IN EXCESS OF 8 INCHES EXIST OR WILL EXIST ON THE SITE.
5. FOR SHEETS REFERENCED ON THIS DRAWING, REFER TO THE "EROSION CONTROL AND STORMWATER MANAGEMENT PLAN" DATED DECEMBER 2011.
6. FOR CAPACITY AND DIMENSIONS OF PROPOSED STORMWATER DRAINAGE FACILITIES, REFER TO THE "EROSION CONTROL AND STORMWATER MANAGEMENT PLAN" DATED DECEMBER 2011.
7. FOR TYPICAL CROSS SECTIONS AND SLOPE RATIOS FOR RETENTION AND DETENTION AREAS, SWALES AND DRAINAGEWAYS, REFER TO THE DRAWINGS INCLUDED IN THE "EROSION CONTROL AND STORMWATER MANAGEMENT PLAN" DATED DECEMBER 2011.
8. FOR TYPE, LOCATION AND INSTALLATION DETAILS OF ALL PROPOSED EROSION CONTROL MEASURES, REFER TO SHEET PLP-03-025 (INCLUDED IN THIS SUBMITTAL).
8. SITE LOCATION INFORMATION:
PLEASANT PRAIRIE SWITCHYARD
8000 55TH STREET
PLEASANT PRAIRIE, WI
9. APPLICANT INFORMATION:
AMERICAN TRANSMISSION COMPANY, LLC AND ATC MANAGEMENT INC.
W234 N2000 RIDGEVIEW PARKWAY COURT, WAUKESHA, WI 53188-1022
PHONE: 262-506-6866
FAX: 262-506-6939

		SITE GRADING AND DRAINAGE PLAN PLEASANT PRAIRIE SWITCHYARD	
0 01/18/12 REV DATE	ISSUED FOR PERMITTING W.O. #	LMS JDL DRAWN CHK'D APP'D CMPY	MARS AMERICAN TRANSMISSION COMPANY THE ENERGY ACCESS COMPANY THIS DOCUMENT IS FOR THE USE OF AMERICAN TRANSMISSION COMPANY. AMERICAN TRANSMISSION COMPANY DISCLAIMS ALL WARRANTIES EXCEPT AS SPECIFICALLY SET FORTH IN THE CONTRACT. SCALE 1"=50' DRAWING No. PLP-03-01S



February 22, 2012

Mike Warwick
American Transmission Company
N19 W23993 Ridgeview Parkway
Waukesha, WI 53188

SUBJECT: Coverage Under WPDES General Permit No. WI-S067831-4: Construction Site Storm Water Runoff
Permittee Name: American Transmission Company
Site Name: Pleasant Prairie Switchyard Reconfiguration
FIN: 46114

Dear Permittee:

The Wisconsin Department of Natural Resources received your Construction Project Consolidated Permit Application or Notice of Intent, on February 07, 2012, for the Pleasant Prairie Switchyard Reconfiguration site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-4, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is February 22, 2012. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the Construction Site Permit Forms table on the following Department Internet site:

<http://dnr.wi.gov/runoff/stormwater/constforms.htm>

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-4
- Construction site inspection report form
- Notice of Termination form

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

- a. Date, time, and exact place of inspection;
- b. Name(s) of individual(s) performing inspection;
- c. An assessment of the condition of erosion and sediment controls;
- d. A description of any erosion and sediment control implementation and maintenance performed;
- e. A description of the site's present phase of construction.

3. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

4. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Jim Bertolacini at (608) 264-8971.

Sincerely,



Terry Donovan
Bureau of Watershed Management
Water Resources Engineer

ENCLOSURE: Certificate of Permit Coverage



CERTIFICATE OF PERMIT COVERAGE

UNDER THE
WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT
Permit No. WI-S067831-4

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.

EROSION CONTROL COMPLAINTS

should be reported to the WDNR Tip Line at
1-800-TIP-WDNR (1-800-847-9367)

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 46114

Site Name: Pleasant Prairie Switchyard Reconfiguration

Address/Location: SW1/4, SW1/4 & SE1/4, SW1/4 Sec.16 T01N, R22E AND NW1/4, NW1/4 & NE1/4, NW1/4,
Sec.21, T01N, R22E City of KENOSHA

Additional Information:

Landowner: American Transmission Company

Landowner's Contact Person: Mike Warwick

Contact Telephone Number: (262) 506-6987

Permit Start Date: February 22, 2012

By:

Terry Donovan

WDNR Publication # WT-813 (10/11)

Information for File #2011-01335-MHK

Applicant: American Transmission Company (ATC LLC)

Corps Contact: Marie Kopka

Address: 20711 Watertown Road, Suite F.
Waukesha, Wisconsin 53186

E-Mail: Marie.H.Kopka@usace.army.mil

Phone: (262) 717-9539 ext. 4

Primary County: Kenosha

Section: 16/22

Township: 1N

Range: 22E

Information Complete On: January 19, 2012

Posting Expires On: February 22 2012

Authorization Type: Section 404 Letter of Permission

This application is being reviewed in accordance with the practices for documenting Corps jurisdiction under Sections 9 & 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act identified in Regulatory Guidance Letter 07-01. We have made a preliminary determination that the aquatic resources that would be impacted by the proposed project are regulated by the Corps of Engineers under Section 404 of the Clean Water Act.

PROJECT DESCRIPTION: ATC LLC is applying for a Department of the Army Permit to discharge fill material into waters of the United States for a proposed switchyard expansion project in Pleasant Prairie, Wisconsin. The proposed expansion is designed to accommodate a future 345 kV transmission line from the Pleasant Prairie switchyard to the Zion Energy Center in Lake County, Illinois. Specifically, the existing gravel pad and fence in the switchyard would expand 75 feet to the north and 40 feet to the south to accommodate a reconfiguration of the facilities from a straight bus to a breaker-and-a-half configuration and to accommodate the replacement of five dual-pressure gas breakers and other aging equipment. In addition, the construction of a detention basin is proposed northwest of the expansion area.

PURPOSE AND NEED: The purpose and need for the reconfiguration of the 345kV system and expansion of the switchyard is to improve reliability performance, improve operational flexibility, and conform to industry best practices. The Wisconsin-Illinois border transmission interface has experienced transmission system congestion for a number of years. An analysis by the applicant forecasts the persistence of congestion if transmission system upgrades are not made.

NAME, AREA AND TYPES OF WATERS (INCLUDING WETLANDS) SUBJECT TO LOSS: The proposed project would result in the unavoidable loss of 0.47 acre of emergent wetlands adjacent to Jerome Creek and the permanent conversion of 0.29 acre of forested wetland to wet meadow wetland. In addition, a temporary impact to 0.08 acre of forested wetland is proposed for the usage of construction matting.

ALTERNATIVES CONSIDERED: An electrical switchyard is usually installed in close proximity to power plants to allow generators to have more than one pathway of power output to the transmission system. This distance would better maintain power integrity and prevent voltage collapse. Close proximity to the switchyard also reduces the generator output exposure to system faults and lightning strikes.

No Action Alternative: The “no action” or “no build” alternative was considered but was eliminated as the current 345kV transmission system configuration and switchyard space would not accommodate the replacement of aging equipment and would not meet the project purpose of improving reliability and performance, and reducing the risk of outages.

Alternative location in close proximity to the existing power plant: The applicant considered constructing a new switchyard immediately south of the existing switchyard. However, the Village of Pleasant Prairie has future plans for the site as a proposed bypass for 95th Street.

COMPENSATORY MITIGATION: The applicant proposes to fulfill compensatory mitigation requirements by purchasing wetland credit from the Legacy Bogs (Northland) mitigation bank in Wood County, Wisconsin. In addition, ATC proposes to provide \$3,000-\$6,000 of project funding for ecological restoration work within the Illinois Fox River basin to address local conservation needs.

Drawings See attached maps and drawings labeled MVP-2011-01335-MHK, Page 1 of 4 through Page 4 of 4.



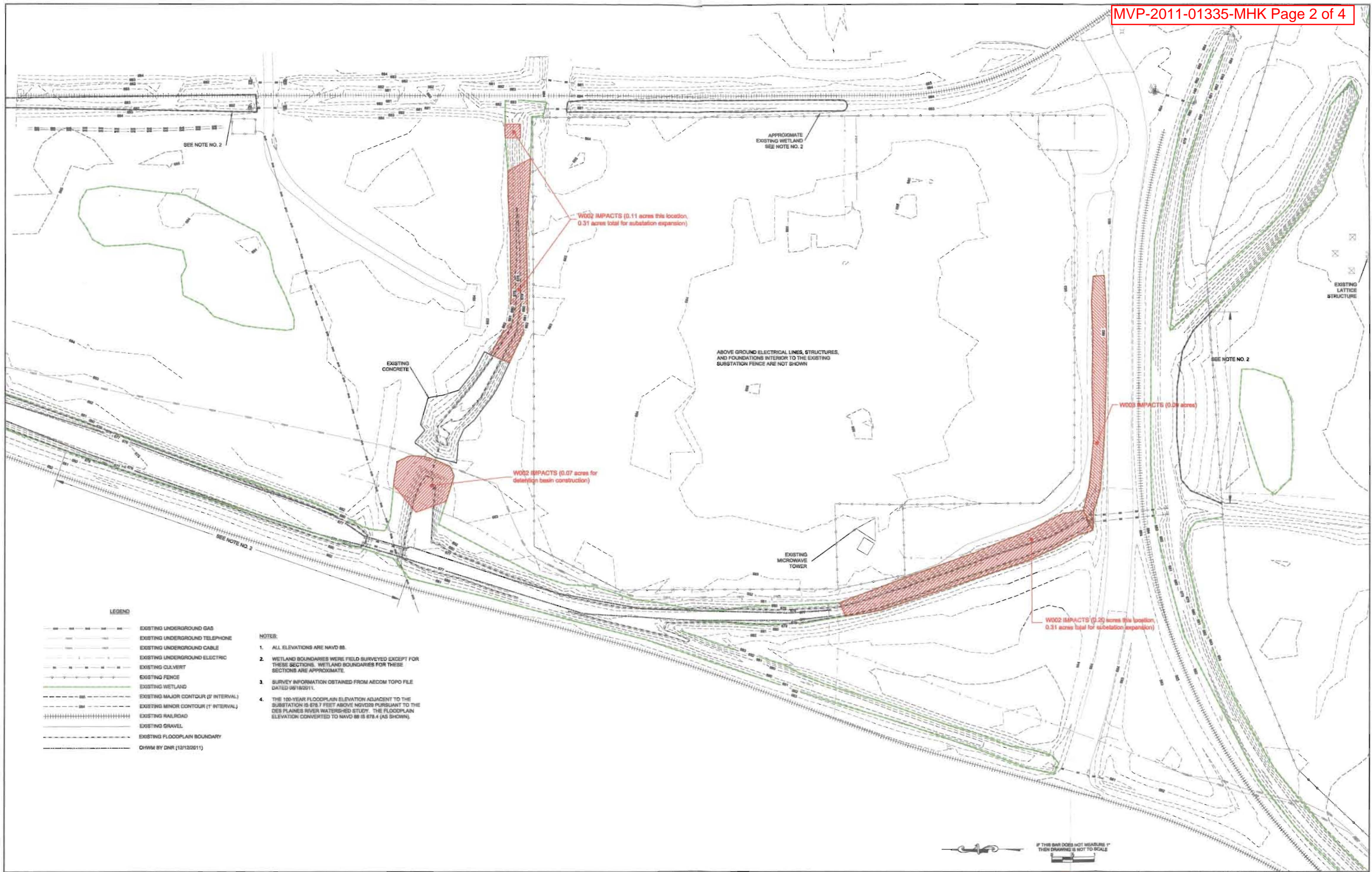
<ul style="list-style-type: none"> ◆ Proposed Pole Foundation ◆ Proposed Pole In Wetland ➔ Preferred Access — Construction Matting* — Temporary Clear Span Bridge (TCSB) — Existing Fence — Expansion Fence — Laydown Area — Roadway 	<ul style="list-style-type: none"> — WDNR Waterway — Jerome Creek — Approximate location of WDNR jurisdictional waterway (WDNR determination 4/11/2011) — Storm Water Ditch — Delineated Wetland — Determined Wetland ● Upland Data Point ● Wetland Data Point 	<ul style="list-style-type: none"> — Drainage Basin — Concrete-Lined Stormwater Ditch — WWI Wetland
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*Note: Construction matting may be used if unstable soil conditions exist at the time of construction

Pleasant Prairie Switchyard Reconfiguration Project
Environmental Features and Access Plan

gai consultants
environmental science. technology. solutions.

Source: ATC, NRCS, WDNR, WisDOT, USDA NAIP, 2010, GAI, 2010, 2011.



LEGEND

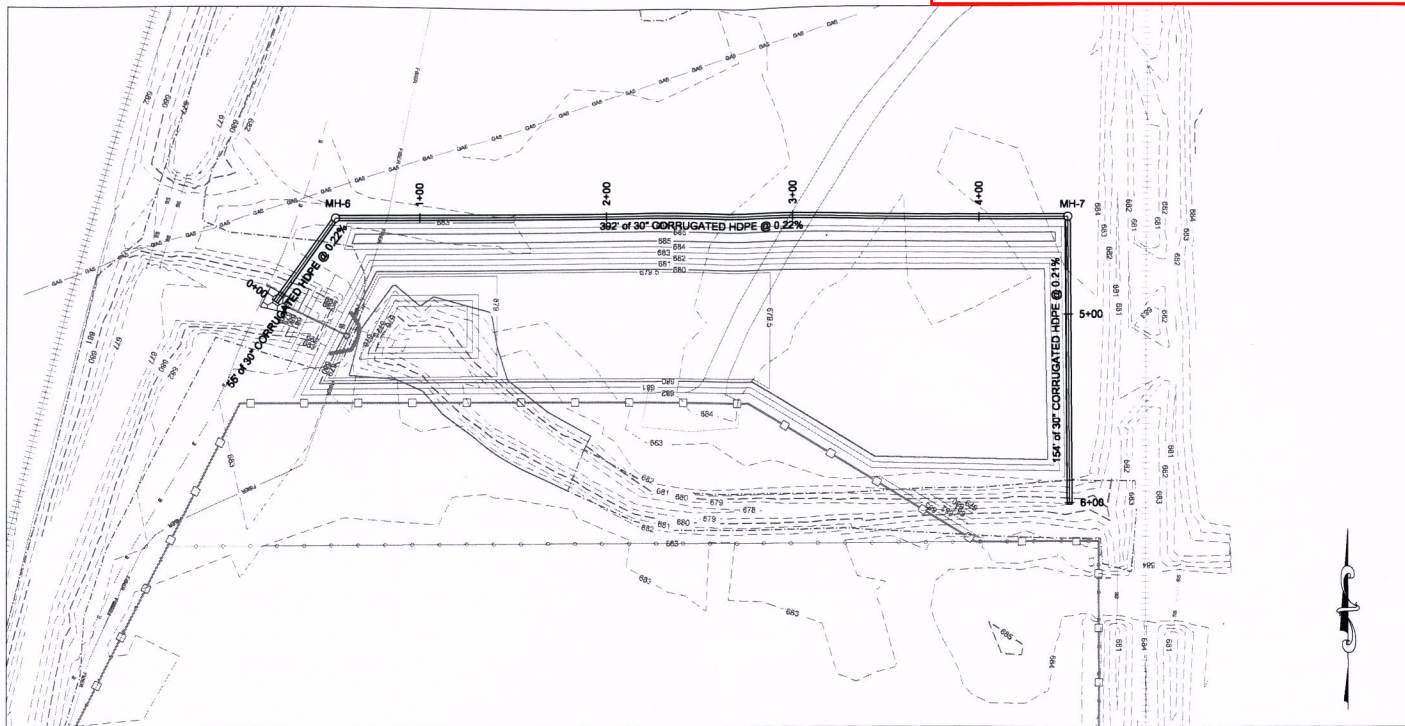
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND CABLE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING CULVERT
- EXISTING FENCE
- EXISTING WETLAND
- EXISTING MAJOR CONTOUR (2' INTERVAL)
- EXISTING MINOR CONTOUR (1' INTERVAL)
- EXISTING RAILROAD
- EXISTING GRAVEL
- EXISTING FLOODPLAIN BOUNDARY
- CHWM BY DNR (12/12/2011)

NOTES

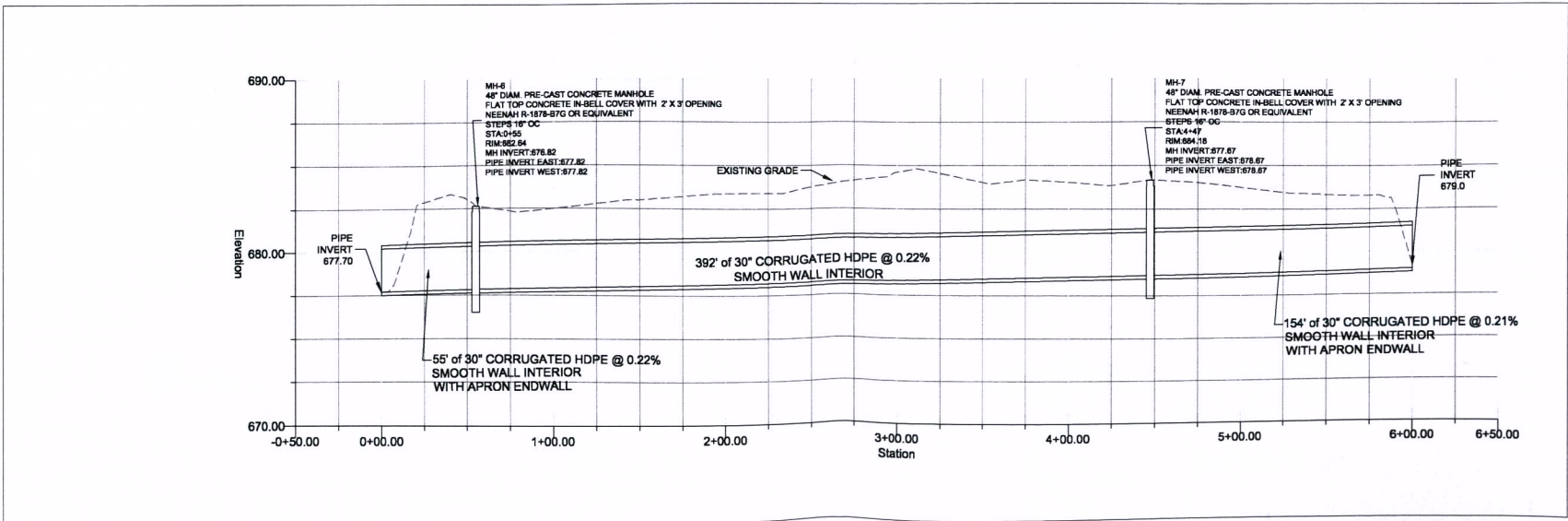
1. ALL ELEVATIONS ARE NAVD 88.
2. WETLAND BOUNDARIES WERE FIELD SURVEYED EXCEPT FOR THESE SECTIONS. WETLAND BOUNDARIES FOR THESE SECTIONS ARE APPROXIMATE.
3. SURVEY INFORMATION OBTAINED FROM AECOM TOPO FILE DATED 08/18/2011.
4. THE 100-YEAR FLOODPLAIN ELEVATION ADJACENT TO THE SUBSTATION IS 876.7 FEET ABOVE NGVD89 PURSUANT TO THE DES PLAINES RIVER WATERSHED STUDY. THE FLOODPLAIN ELEVATION CONVERTED TO NAVD 88 IS 878.4 (AS SHOWN).



		WETLAND IMPACTS FIGURE PLEASANT PRAIRIE SUBSTATION DRAWING NO. PLP - -	
0 01/13/12 REV DATE W.D.#	ISSUED FOR PERMITTING DESCRIPTION	LMS JOL MARS DRAWN CHK'D APP'D CMPY	SCALE 1"=50' © AMERICAN TRANSMISSION COMPANY 2004



PLAN VIEW-NORTH STORMSEWER



PROFILE VIEW-NORTH STORMSEWER

Wetlands Directly Impacted						
Construction Activity	Wetland Impacted	Wetland Type ¹	Jurisdictional Status	Permanent Wetland Impact (acres)	Temporary Wetland Impact (acres)	Permanent Forestland Conversion (acres)
Switchyard Expansion	W002	E2R ²	Jurisdictional	0.31		
Switchyard Expansion	W003	E2K ³	Jurisdictional	0.09		
Stormwater Detention Pond Installation	W002	E2R ²	Jurisdictional	0.07		
Structure Installation	W008	T3K ⁴	Jurisdictional	0.0018		
Construction Matting	W008	T3K ⁴	Jurisdictional		0.08	
Forestland Conversion	W008	T3K ⁴	Jurisdictional			0.29
Total Wetland Impact				0.4718	0.08	0.29

¹Based on Wisconsin Wetland Inventory Classification Guide

²E2R stands for Emergent/Wet Meadow, narrow leaved persistent, flowing water

³E2K stands for Emergent/Wet Meadow, narrow-leaved persistent, wet soil

⁴T3K stands for Forested, Broad-leaved Deciduous, wet soil

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



02/14/2012

IP-SE-2012-30-N00329, IP-SE-2012-30-N00330, IP-SE-2012-30-N00331
IP-SE-2012-30-N00332, IP-SE-2012-30-N00334, IP-SE-2012-30-N00336
GP-SE-2012-30-N00333
Listed in Permit Table

Michael Warwick
American Transmission Company, LLC
N19 W23993 Ridgeview Parkway West
P.O. Box 47
Waukesha, WI 53187-0047

Dear Mr. Warwick:

We have reviewed your application for a permit under Chapter 30.025, Wis. Stats., including water quality certification pursuant to Section 401 of the federal Clean Water Act, Chapter NR 299, Wisconsin Administrative Code and 281.36(2), Wis. Stats. The activities requiring approval include a temporary clear span bridge across public water, a storm water pond within 500 feet of navigable waterway, grading on the bank of a tributary to Jerome Creek, fill and pond construction in wetlands for expansion of the Pleasant Prairie Switchyard Reconfiguration, a pole and foundation in wetland and temporary construction mats in wetlands. The project is located in the SW ¼ of Section 16 and NW ¼ of Section 21, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County. You will be pleased to know your application is approved with the attached authorizations and limitations.

I am attaching a copy of your permit which lists the conditions which must be followed. A copy of the permit must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify DNR Office of Energy of the date on which you plan to start construction and again after your project is complete. If you have any questions about your permit, please contact me at e-mail Linda.Talbot@Wisconsin.gov, Dave Siebert at David.Siebert@Wisconsin.gov, or Ben Callan at Benjamin.Callan@Wisconsin.gov.

Sincerely,

Linda Talbot
Wisconsin DNR

cc: Marie Kopka, U.S. Army Corps of Engineers - Waukesha
Andy Buehler - Kenosha County

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

PERMIT Dockets IP-SE-2012-30-N00329, IP-SE-2012-30-N00330, IP-SE-2012-30-N00331, IP-SE-2012-30-N00332, GP-SE-2012-30-N00333, IP-SE-2012-30-N00334, IP-SE-2012-30-N00336

American Transmission Company, LLC, N19 W23993 Ridgeview Parkway West, Waukesha, WI 53187, is hereby granted under Sections 30.025, 30.123(7), 30.19(4) and 30.19(1g), 30.206, 281.15 and 283.001, Wisconsin Statutes, a permit to impact wetlands adjacent to Jerome Creek and an unnamed tributary to Jerome Creek, a permit to construct a temporary clear span bridge across Jerome Creek, a permit to grade more than 10,000 square feet on the bank of an unnamed tributary to Jerome Creek, and a permit to construct a storm water pond in a wetland associated with an unnamed tributary to Jerome Creek.

The project is located in the SW ¼ of Section 16 and NW ¼ of Section 21, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County.

The following Conditions and Permit Table are part of this permit:

General Conditions

1. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
2. At least 5 business days prior to beginning the project, the applicant shall notify the Office of Energy, Wisconsin Department of Natural Resources (DNR), of the intent to start the project. Within 5 business days after the completion of the project, the applicant shall notify the DNR of the completion of the project.
3. You must complete construction of the project, including site stabilization, as described in the application, updated application plans and in this permit, on or before December 31, 2013. If you will not complete the project by this date, you must submit a written request for an extension prior to the expiration date of this permit. Your request must identify the requested extension date and the reason for the extension. A permit extension may be granted, for good cause, by DNR. You may not begin or continue construction after the original permit expiration date unless DNR grants a new permit or permit extension in writing.
4. You are not authorized to do any work other than what is specifically described in your application or updated in supplemental materials submitted during the application review, and as modified by the conditions of this permit and reflected in the Permit Table, attached. Final DNR-approved plans and accompanying documents, as well as plans developed and approved pursuant to conditions of this permit, are a part of, and are conditions of, this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of DNR. Permit conditions are based on information included in all of the following:
 - a. Waterway and Wetland Permit Application, dated May 24, 2011;
 - b. Joint Application for Certificate of Authority and WDNR Utility Permit, dated May 25, 2011;
 - c. Engineering Change, dated September 16, 2011;
 - d. Data Responses and Supplemental Table, dated December 19, 2011;
 - e. Grading and Storm Water Pond drawings received February 6, 2012, and erosion control plans, received February 7, 2011;
5. You are responsible for obtaining any federal, state and local permits or approvals that may be required before starting your project.
6. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any DNR employee who is investigating the project's construction, operation, maintenance or permit compliance.

7. DNR may modify or revoke this permit if the project is not completed according to the terms of the permit, or if DNR determines the activity is detrimental to the public interest.
8. A copy of this permit must be posted at a conspicuous location on the project site for at least five days prior to construction and remain posted until at least five days after construction. A copy of the permit and approved plans must be available at the project site at all times until the project is complete. All employees, consultants, and contractors who are working on the project must be made aware of the permit, its conditions, and its location. All appropriate managers and supervisors in charge of, or working on construction or compliance, must be provided with copies of the permit.
9. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wis. Stats., or this permit.
10. This permit does not authorize any vehicles, including clearing equipment, to travel below the ordinary high water mark (OHWM) of any waterway.
11. All equipment used for the project including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken *every time* you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. Inspect and remove aquatic plants, animals, and mud from your equipment.
 2. Drain all water from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps.
 3. Dispose of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
 4. Wash your equipment with hot (>104° F) and/or high pressure water, - OR - Allow your equipment to dry thoroughly for 5 days.
12. This permit has been issued with the understanding that any construction equipment used is the right size to do the job, and can be brought to and removed from the project's site without unreasonable harm to vegetative cover or fish or wildlife habitat.
 13. No herbicide or pesticide shall be applied to waters of the state, unless a permit under NR 107 has been issued or waived by DNR.
 14. You assume all responsibility and liability for any direct or indirect damage caused or resulting from the installation and maintenance of the transmission line and substation and hold the State of Wisconsin, and its employees, harmless.
 15. Within one week of completion of work on the site, you must submit a series of photographs to DNR of all work authorized by this permit. All photographs must be clear, and all photographs must be labeled with the waterway/wetland and permitted activity.
 16. The project must be maintained in good condition and in compliance with the terms and conditions of the permit.

General Erosion Control – in addition to conditions above

17. Appropriate erosion control measures must be in-place and effective during every phase of this project.
18. The project must meet or exceed the storm water performance standards of ss. NR 151.11 and NR 151.12. The DNR approved technical standards to implement the performance standards are found at: <http://dnr.wi.gov/runoff/stormwater/techstds.htm>.

19. The removal of vegetative cover and exposure of bare ground must be restricted to the minimum amount necessary for construction. Any area where soil is exposed shall be stabilized to prevent soil from being eroded and washed into water bodies, wetlands, ditches, drainage ways or other conveyance systems.
20. You must not deposit or store any of the excavated, dredged or graded materials in any wetland, below the ordinary high water mark, or in the floodway of any waterway unless specifically authorized by this permit or DNR-approved plans or on-site changes approved pursuant to this permit.
21. If erosion mat is used, it should be of rapidly biodegradable jute and non-netted, or if netted, constructed more loosely so that small animals are able to work their way through. Avoid the use of fine mesh monofilament (curlex type) matting and matting that is tied or bonded at the mesh intersection such that the openings between the mesh are fixed in size.
22. Erosion control measures must be inspected, and any necessary repairs or maintenance performed, after every rainfall exceeding ½ inch and at least once per week.

Grading Activity – in addition to conditions above

23. Grading is not allowed during periods of high water levels if the water level is at the construction zone elevation.
24. Within the bank area, the difference in elevation between pre-and post-construction contours must not exceed 5 feet.
25. The grading may not disturb or create a slope that exceeds 20% within the bank area.
26. Construction of the switchyard expansion must incorporate construction erosion controls and permanent storm water management to protect the stream and remaining wetlands from runoff where the switchyard expansion plans do not maintain or establish the vegetated buffer requirements under NR 341.

Storm Water Pond Activity – in addition to conditions above

27. The pond must not discharge into a public waterway except as a result of storm events.
28. The crest of the berm of the pond must be no closer than 35 feet from the ordinary high water mark.
29. The outfall must be above the ordinary high water mark.
30. The pond must not be subject to inflow from the public waterway up to a 10-year 24-hour rainfall event.
31. The ponds shall have a stable, non-erosive connection to the public waterway.
32. The pond must prevent fish entrapment and fish must not be reared in the pond.

Dewatering Activities – in addition to conditions above

33. Dewatering of excavated work areas shall be conducted in accordance with the standards of the applicable general permit under Wisconsin's Pollutant Discharge Elimination System and approved technical standards available at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>.
34. At no time shall dewatering activities directly discharge to wetlands or waterways without prior effective water quality treatment. If dewatering discharge to wetlands or waterways is cloudy or exceeds 40 mg/l of total suspended solids (TSS), you shall immediately stop dewatering and determine an adequate dewatering method.

Temporary Bridge Conditions – in addition to conditions above

35. Construction and placement of temporary bridges shall minimize the removal of trees, shrubs and other shoreline vegetation.
36. All grading, excavation and land-disturbance activity will be confined to the minimum area necessary for the placement of the structure and will not exceed 10,000 square feet on the bank of Jerome Creek.
37. The permittee shall install signs on Jerome Creek upstream and downstream of the bridge location to warn users of the presence of the bridge.
38. Any area where topsoil is exposed during the placement, repair or removal of the structure will be immediately seeded and mulched to stabilize disturbed areas and prevent soils from being eroded and washed into the waterway.
39. This permit authorizes the placement of a temporary bridge and is not an approval for channel relocation, placement of fill, or any other alteration of the waterway requiring a permit from the DNR.
40. This permit does not authorize the removal of any material below the ordinary high water mark for the placement of the temporary bridge.
41. An open ramp approach is approved in the project plans.
42. Placement and removal of the bridge is prohibited between March 15 through May 15, annually, unless a waiver by the local DNR fisheries biologist is provided to ATC. A copy of the waiver must be provided to this office.
43. The clear span bridge shall completely span the waterway from top of channel to top of channel with no support pilings in the waterway.
44. The stream bank shall be protected from the bank collapsing and from erosion due to heavy equipment compressing the work area.
45. You must securely anchor the bridge with cables or some other DNR-approved method to prevent it from being transported downstream during flood conditions.
46. You must inspect the bridge openings periodically for debris, and following any rainfall exceeding ½ inch, and must remove any restriction of flow. Any debris must be deposited in an upland site and out of any floodplain.
47. Construction across waterways shall be completed as quickly as possible in order to minimize disruption.
48. The bridge must be removed no later than 7 days after the necessary waterway crossing activities have been completed. (Note: The bridge should not be removed until crossings and restoration have been completed and equipment access is no longer needed.)
49. All disturbed stream bank areas must be restored to pre-construction conditions.
50. All temporary erosion and sediment control practices will be removed upon final site stabilization.

Wetland Water Quality Certification Conditions – in addition to conditions above

51. All wetland boundaries shall be staked in the field prior to clearing activities and remain in place throughout all phases of construction.
52. Temporary and permanent wetland disturbance is limited to the extent listed in the Permit Table.
53. Equipment passage in wetlands shall be minimized. Construction equipment must travel on construction mats, unless conditions are frozen or stable (rutting < 6 inches).

54. Only low ground weight equipment (according to manufacturer specifications) may be operated off of equipment mats in wetlands unless construction is taking place during frozen or stable conditions.
55. Wetland W008 topsoil layers shall be segregated during excavation and the area around the pole foundation restored to pre-construction conditions.
56. Areas of disturbed wetlands, not being permanently filled, must be restored to original topographic elevations.
57. All construction materials, including construction mats, shall be removed from wetlands within 7 days of completing final cleanup and restoration.

Restoration and Monitoring – in addition to conditions above

58. A re-vegetation plan will be implemented that provides a self-sustaining vegetative cover of at least 70% for all pervious areas, and is sufficient to provide for bank stability, maintenance of fish habitat, wetland restoration, and filtering of pollutants from upslope overland flow areas under sheet flow conditions.
59. Final site stabilization in wetlands and on stream banks shall include an approved comprehensive seed mix.
60. Upon completion of construction, you must survey the vegetation types and density (percent cover) within the wetland boundaries and on stream banks, where restoration is required. The post-construction surveys must be initiated during the growing season, and continue annually for a minimum of 3 years beyond the first year after construction, unless compliance is achieved and documented earlier. You shall submit each annual restoration monitoring report by December 15 of each year monitored, to the DNR.
61. If non-native or invasive species identified in the post-construction surveys are not consistent with the adjacent areas, you must submit a remediation plan to the DNR for written approval. You must implement the plan within 90 days of DNR approval (during the growing season), or during the following growing season, whichever occurs first.

FINDINGS OF FACT

1. American Transmission Company, LLC has filed an application for permits to impact wetlands adjacent to Jerome Creek and adjacent to an unnamed tributary to Jerome Creek, to place a temporary clear span bridge across Jerome Creek, to grade more than 10,000 square feet on the bank of an unnamed tributary to Jerome Creek, and to construct a storm water pond in a wetland associated with an unnamed tributary to Jerome Creek, for the purpose of expanding the WE Energies Pleasant Prairie Switchyard.
2. DNR provided information relative to DNR authorities, areas of concern, wetland inventory mapping, and endangered and threatened species and habitats to PSC and the applicant prior to the submittal of their Certificate of Authority application and throughout the review and evaluation of the application and plans.
3. The DNR has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. The proposed project will permanently fill 0.4018 acre of wetland for switchyard expansion and a pole foundation, permanently affect 0.07 acre of wetland for a storm water pond installation and permanently convert 0.18 acres of forested wetland to non-forested wetland. The project will not otherwise adversely affect public rights or interests, water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
5. Based on the information provided by the applicants and the PSC, DNR has determined that there are not practicable alternatives to the wetland impacts.
6. DNR considered the potential adverse impacts to these wetlands and determined that the impacts have been avoided and minimized to the greatest extent practicable if the provisions of this permit are met.

- 7. This permit authorizes the areas of wetland impacts listed in the attached permit table and subject to the permit conditions above for the construction of the Pleasant Prairie Switchyard Reconfiguration Project.
- 8. The DNR and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 1.11, 30.025, 30.123, 30.19(1g), 30.19(4), 30.206, 281.15 and 283.001, Wisconsin Statutes and Chapters NR 102, 103, 150, 299, 310, 320, 341 and 343 of the Wisconsin Administrative Code.

CONCLUSIONS OF LAW

The DNR has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review DNR decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the DNR, to file your petition with the appropriate circuit court and serve the petition on the DNR. Such a petition for judicial review shall name the DNR as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the DNR, to serve a petition for hearing on the Secretary of the DNR, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the DNR.

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and section NR 310.18, Wis. Adm. Code, and must include the following information:

- 1. A description of the DNR action or inaction which is the basis for the request; and,
- 2. A description of the objection to the decision that is sufficiently specific to allow the DNR to determine which provisions of Chapter 30, Wis. Stats., may be violated; and
- 3. A description of the facts supporting the petition that is sufficiently specific to determine how you believe the project may result in a violation of Chapter 30, Wis. Stats.; and,
- 4. Your commitment to appear at the contested case hearing, if one is granted, and present information supporting your objection.
- 5. If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at Headquarters, Wisconsin on February 14, 2012 .

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By _____
Ben Callan
Water Management Specialist

PERMIT TABLE
Pleasant Prairie Switchyard Reconfiguration Project

DNR Permit		Code in							Municipality/Town				T, R***	Permanent Wetland Impact	Temporary Wetland Impact	Permanent Wetland Conversion	ASNRI
Docket #	Waterway/Wetland*	Text**	WQC	Bridge	Grading	Pond	County	Basin	Village	QQ	Q	Section		Acres	Acres	Acres	T & E
IP-SE-2012-30-N00329	Wetland W002 (switchyard expansion)	W002	X				Kenosha	Fox	Pleasant Prairie	SW	SW	16	T1NR22E	0.31			
IP-SE-2012-30-N00330	Wetland W003 (switchyard expansion)	W003	X				Kenosha	Fox	Pleasant Prairie	NW	NW	21	T1NR22E	0.09			
IP-SE-2012-30-N00331	Wetland W008 (monopole)	W008	X				Kenosha	Fox	Pleasant Prairie	SW	SW	16	T1NR22E	0.0018			
IP-SE-2012-30-N00332	Wetland W008 (temporary placement of construction mats)	W008	X				Kenosha	Fox	Pleasant Prairie	SW	SW	16	T1NR22E		0.08		X
	Wetland W008 (permanent conversion from forested wetland to non-forested wetland)	W008					Kenosha	Fox	Pleasant Prairie	SW	SW	16	T1NR22E			0.18	X
GP-SE-2012-30-N00333	Clear Span Bridge over Jerome Creek in Wetland W008	TCSB		X			Kenosha	Fox	Pleasant Prairie	SW	SW	16	T1NR22E				X
IP-SE-2012-30-N00334	Individual Permit for Grading within the bank of navigable waterway (navigable stormwater channel connected via series of culverts to Jerome Creek)				X		Kenosha	Fox	Pleasant Prairie	SW	SW	16	T1NR22E				
IP-SE-2012-30-N00336	Individual Permit for Storm Water Pond within 500 feet from Jerome Creek and navigable stormwater channel connected via series of culverts to Jerome Creek. IP required resulting from impacts to W002 that exceed GP standards.					X	Kenosha	Fox	Pleasant Prairie	SE	SW	16	T1NR22E	0.07			
Total Wetland Impact														0.4718	0.08		

Notes:

* Waterway name or Wetland

** Code for wetland or waterway used in project application and plans.

** Insert the code used in any other reference submitted for this project (if applicable)- e.g. WL2, SC14

***Township and Range

ORD. NO. 12-14

**ORDINANCE TO CREATE SECTION 420-128 F (9) OF
THE VILLAGE ZONING ORDINANCE
RELATED TO TRANSMISSION LINES AS A CONDITIONAL USE WITHIN THE
C-1, LOWLAND RESOURCE CONSERVANCY DISTRICT
IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN**

**THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN, DO ORDAIN THAT SECTION 420-128 F (9) OF THE
VILLAGE ZONING ORDINANCE IS HEREBY CREATED TO READ AS FOLLOWS:**

- (9) Transmission lines (electric power or natural gas).

Adopted this 19th day of March , 2012.

VILLAGE OF PLEASANT PRAIRIE

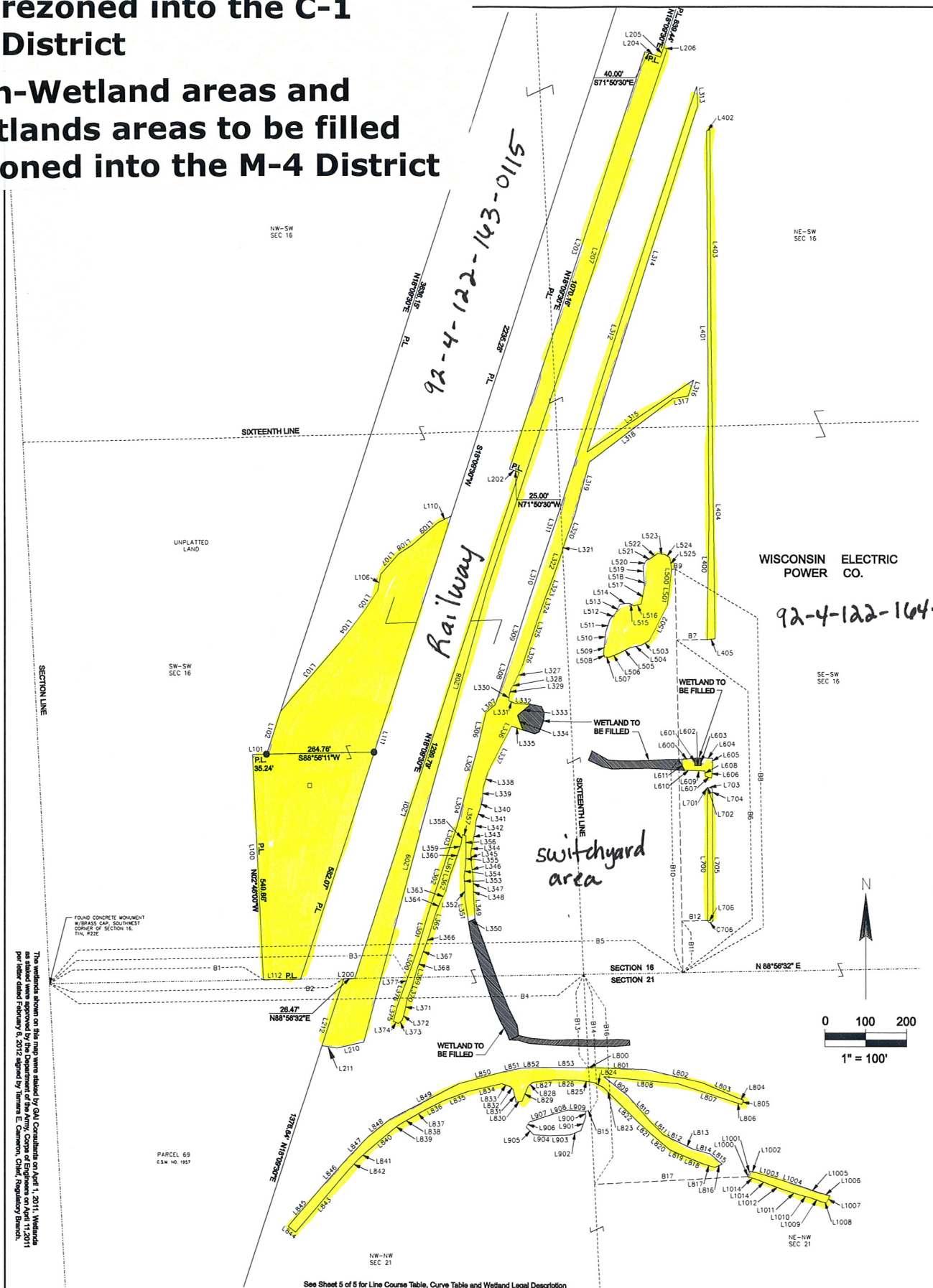
ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk
Posted: _____

 **Wetland areas to be rezoned into the C-1 District**

Non-Wetland areas and wetlands areas to be filled rezoned into the M-4 District



The wetlands shown on this map were related by GAI Consultants on April 1, 2011. Wetlands were identified by the Wisconsin Department of Natural Resources, Corps of Engineers on April 11, 2011. Wetlands were related by GAI Consultants on April 1, 2011. Wetlands were related by GAI Consultants on April 1, 2011. Wetlands were related by GAI Consultants on April 1, 2011.

See Sheet 5 of 5 for Line Course Table, Curve Table and Wetland Legal Description

Project Number	60241883
Sheet Reference Number	S-04
Drawn by	JLW
Checked by	JLW
Approved by	JLW
Date	7/17/2012

PLAT OF SURVEY
WISCONSIN ELECTRIC POWER COMPANY
PLEASANT PRAIRIE POWER PLANT
PLEASANT PRAIRIE, WISCONSIN
WETLAND BOUNDARY



AECOM
 11251 North Lake Drive
 Milwaukee, WI 53222
 414.382.3200
 www.aecom.com
 Project # 2011-0000000000

Part of the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 1 North, Range 22 East, in the Town of Pleasant Prairie, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 16; thence N 88°56'32" E along the south line of said Southwest 1/4, 523.50 feet to the POINT OF BEGINNING and the southwest property corner of the owner; thence N 02°46'58" W along the property line, 549.88 feet; thence N 88°56'11" E along said property line, 35.24 feet; thence N 18°09'30" E along said property line, 110.03 feet; thence N 40°56'56" E, 223.11 feet; thence N 37°48'22" E, 100.43 feet; thence N 33°10'43" E, 56.78 feet; thence N 10°18'17" E, 40.87 feet; thence N 41°38'01" E, 86.03 feet; thence N 57°43'27" E, 41.08 feet; thence N 48°34'35" E, 82.38 feet; thence N 64°20'44" E, 36.36 feet to the property line; thence S 18°09'30" W along said property line, 1189.43 feet to the aforesaid south line of the Southwest 1/4 of Section 16; thence S 88°56'32" W along said south line, 91.3751 feet to the POINT OF BEGINNING;

Containing 204,992 sq. ft. and 4.7060 acres, more or less.

Also

Part of the Southwest 1/4 of Section 16, and part of the Northwest 1/4 of Section 21 all in Township 1 North, Range 22 East, in the Town of Pleasant Prairie, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 16; thence N 88°56'32" E along the south line of said Southwest 1/4, 721.38 feet to the property line of the owner and the POINT OF BEGINNING; thence continuing N 88°56'32" E along said property line, 28.47 feet; thence N 18°09'30" E along said property line, 1299.79 feet; thence N 71°50'30" W along said property line, 25.00 feet; thence N 18°09'30" E along said property line, 1070.16 feet; thence S 71°50'30" E along said property line, 40.00 feet; thence N 18°09'09" E along said property line, 27.77 feet; thence S 30°40'24" E, 13.01 feet; thence S 18°34'18" W, 1388.27 feet; thence S 15°31'31" W, 528.10 feet; thence S 15°15'22" W, 516.37 feet; thence S 77°28'54" W, 87.27 feet; thence N 80°33'38" W, 37.31 feet to the aforesaid property line; thence N 18°09'30" E along said property line, 172.04 feet to the POINT OF BEGINNING.

Containing 107,228 sq. ft. and 2.4616 acres, more or less.

Also

Part of the Southwest 1/4 of Section 16, and part of the Northwest 1/4 of Section 21 all in Township 1 North, Range 22 East, in the Town of Pleasant Prairie, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 16; thence N 88°56'32" E along the south line of said Southwest 1/4, 879.13 feet to the POINT OF BEGINNING; thence N 19°14'16" E, 74.51 feet; thence N 16°36'36" E, 88.06 feet; thence N 18°19'11" E, 150.00 feet; thence N 18°41'12" E, 77.45 feet; thence N 14°25'31" E, 96.36 feet; thence N 15°26'22" E, 97.37 feet; thence N 13°28'39" E, 89.03 feet; thence N 50°06'30" E, 30.71 feet; thence N 17°57'59" E, 141.04 feet; thence N 18°00'06" E, 83.60 feet; thence N 18°21'44" E, 178.29 feet; thence N 19°04'04" E, 99.60 feet; thence S 19°50'09" W, 41.51 feet; thence S 2°43'53" E, 48.05 feet; thence S 53°04'45" W, 258.86 feet; thence S 15°25'16" W, 133.86 feet; thence S 20°01'28" W, 70.84 feet; thence S 80°38'43" W, 37.03 feet; thence S 53°04'45" W, 258.86 feet; thence S 15°25'16" W, 133.86 feet; thence S 20°01'28" W, 70.84 feet; thence S 18°04'28" W, 32.32 feet; thence S 19°39'39" W, 81.42 feet; thence S 20°50'57" W, 43.75 feet; thence S 19°41'57" W, 57.34 feet; thence S 17°51'09" W, 57.92 feet; thence S 18°41'21" W, 88.34 feet; thence S 24°22'30" W, 40.98 feet; thence S 29°45'42" W, 21.49 feet; thence S 18°07'46" W, 12.93 feet; thence S 5°26'43" W, 15.28 feet; thence S 86°35'32" E, 15.50 feet; thence S 84°21'34" E, 39.15 feet; thence S 50°08'40" W, 41.12 feet; thence S 20°06'41" E, 37.43 feet; thence N 72°02'04" W, 28.58 feet; thence S 16°32'57" W, 23.71 feet; thence S 18°41'17" W, 28.28 feet; thence S 8°10'31" W, 24.37 feet; thence S 3°29'06" W, 30.73 feet; thence S 16°32'57" W, 23.71 feet; thence S 18°41'17" W, 28.28 feet; thence S 8°10'31" W, 24.37 feet; thence S 11°26'18" W, 35.43 feet; thence S 11°01'44" W, 17.99 feet; thence S 2°38'14" E, 29.75 feet; thence S 85°23'26" W, 17.47 feet; thence N 8°56'59" W, 57.22 feet; thence N 0°11'13" W, 29.43 feet; thence N 3°39'13" W, 25.64 feet; thence N 8°09'26" E, 27.96 feet; thence N 0°53'40" E, 34.20 feet; thence N 0°00'00" E, 38.33 feet; thence N 68°22'54" W, 9.08 feet; thence S 7°46'43" W, 20.39 feet; thence S 17°13'34" W, 20.94 feet; thence S 19°23'05" W, 24.08 feet; thence S 19°17'20" W, 39.29 feet; thence S 15°41'29" W, 41.68 feet; thence S 28°38'32" W, 26.60 feet; thence S 22°43'19" W, 27.07 feet; thence S 17°08'29" W, 62.09 feet; thence S 19°09'28" W, 22.26 feet; thence S 19°33'59" W, 34.96 feet; thence S 18°58'03" W, 30.59 feet; thence S 16°20'35" W, 37.07 feet; thence S 20°47'13" W, 40.94 feet; thence S 9°39'21" W, 28.11 feet; thence S 16°23'49" W, 22.47 feet; thence S 50°56'02" W, 12.41 feet; thence N 66°17'18" W, 13.71 feet; thence N 14°00'54" E, 38.80 feet; thence N 20°43'50" E, 86.21 feet; thence N 19°14'16" E, 9.93 feet to the POINT OF BEGINNING.

Containing 75,340 sq. ft. and 1.7296 acres, more or less.

Also

Part of the Southwest 1/4 of Section 16 in Township 1 North, Range 22 East, in the Town of Pleasant Prairie, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 16; thence N 88°56'32" E along the south line of said Southwest 1/4, 1555.72 feet; thence N 1°03'28" W, 810.13 feet; thence N 88°56'32" E, 73.96 feet to the POINT OF BEGINNING; thence N 0°57'38" E, 283.04 feet; thence N 0°19'35" W, 957.81 feet; thence N 79°25'37" E, 3.42 feet; thence S 0°15'12" E, 469.57 feet; thence S 0°46'33" E, 771.28 feet; thence S 85°32'26" W, 20.14 feet to the POINT OF BEGINNING.

Containing 12,910 sq. ft. and 0.2964 acres, more or less.

Also

Part of the Southwest 1/4 of Section 16 in Township 1 North, Range 22 East, in the Town of Pleasant Prairie, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 16; thence N 88°56'32" E along the south line of said Southwest 1/4, 1555.72 feet; thence N 1°03'28" W, 883.29 feet; thence S 88°56'32" W, 9.08 feet to the POINT OF BEGINNING; thence S 6°48'59" W, 42.12 feet; thence S 6°51'15" W, 47.02 feet; thence S 26°57'36" W, 96.00 feet; thence S 60°17'03" W, 24.64 feet; thence S 78°10'31" W, 26.67 feet; thence S 63°24'29" W, 29.56 feet; thence S 88°22'41" W, 27.10 feet; thence N 88°41'25" W, 12.69 feet; thence N 10°55'44" W, 3.55 feet; thence N 5°10'25" E, 32.80 feet; thence N 7°54'20" E, 19.89 feet; thence N 17°30'47" E, 34.39 feet; thence N 47°10'45" E, 17.70 feet; thence N 25°49'40" E, 26.52 feet; thence N 83°51'18" E, 22.15 feet; thence S 62°10'06" E, 13.37 feet; thence N 76°49'00" E, 18.79 feet; thence N 10°57'41" E, 42.10 feet; thence N 4°03'27" W, 20.80 feet; thence N 3°08'44" W, 29.85 feet; thence N 28°41'05" E, 16.38 feet; thence N 82°51'39" E, 14.24 feet; thence N 54°57'31" E, 17.77 feet; thence S 83°24'48" E, 17.82 feet; thence S 58°34'51" E, 14.73 feet; thence S 9°11'02" E, 28.80 feet to the POINT OF BEGINNING.

Containing 20,647 sq. ft. and 0.4740 acres, more or less.

Also

Part of the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 1 North, Range 22 East, in the Town of Pleasant Prairie, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 16; thence N 88°56'32" E along the south line of said Southwest 1/4, 1555.72 feet; thence N 1°03'28" W, 518.52 feet to the POINT OF BEGINNING; thence N 35°31'10" E, 38.62 feet; thence S 0°00'00" E, 17.84 feet; thence N 90°00'00" E, 16.06 feet; thence N 00°00'00" E, 18.01 feet; thence S 89°31'02" E, 27.15 feet; thence S 1°49'20" E, 17.80 feet; thence S 4°42'01" W, 30.32 feet; thence N 74°19'55" W, 18.05 feet; thence N 5°11'43" W, 13.23 feet; thence N 38°49'48" W, 28.01 feet; thence N 37°57'26" W, 20.75 feet; thence N 28°34'40" W, 29.99 feet to the POINT OF BEGINNING.

Containing 2,199 sq. ft. and 0.0505 acres, more or less

Also

Part of the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 1 North, Range 22 East, in the Town of Pleasant Prairie, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 16; thence N 88°56'32" E along the south line of said Southwest 1/4, 1555.72 feet; thence N 1°03'28" W, 126.01 feet; thence N 88°56'32" E, 62.72 feet to the POINT OF BEGINNING; thence N 0°13'21" W, 315.21 feet; thence N 1°50'56" W, 7.48 feet; thence N 84°31'29" E, 4.14 feet; thence S 80°00'07" E, 8.25 feet; thence S 4°21'18" E, 23.33 feet; thence S 0°01'22" E, 298.24 feet to a point on a curve, thence 16.90 feet along the arc of said curve to the north, whose radius is 6.62 feet whose chord bears S 39°20'50" W, 12.67 feet to the POINT OF BEGINNING.

Containing 4,289 sq. ft. and 0.0985 acres, more or less.

Also

Part of the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 1 North, Range 22 East, in the Town of Pleasant Prairie, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 16; thence N 88°56'32" E along the south line of said Southwest 1/4, 1311.75 feet; thence S 2°54'20" E, 227.93 feet to the POINT OF BEGINNING; thence S 89°49'04" E, 8.52 feet; thence S 88°14'54" E, 133.14 feet; thence S 76°58'14" E, 141.08 feet; thence S 66°38'03" E, 32.05 feet; thence S 68°41'55" E, 18.22 feet; thence S 22°32'11" W, 11.46 feet; thence N 72°01'07" W, 17.90 feet; thence N 72°01'07" W, 147.78 feet; thence N 84°54'38" W, 181.94 feet; thence S 52°09'16" E, 74.49 feet; thence S 41°29'37" E, 90.18 feet; thence S 45°26'10" E, 40.70 feet; thence S 65°15'42" E, 49.05 feet; thence S 64°03'14" E, 30.80 feet; thence S 74°36'09" E, 42.91 feet; thence S 49°53'15" E, 38.67 feet; thence S 65°08'11" W, 20.08 feet; thence N 72°45'01" W, 27.87 feet; thence N 68°03'21" W, 50.59 feet; thence N 68°32'25" W, 40.39 feet; thence N 49°53'02" W, 57.80 feet; thence N 48°30'54" W, 42.43 feet; thence N 45°13'33" W, 90.59 feet; thence N 45°07'43" W, 29.93 feet; thence N 81°34'49" W, 26.84 feet; thence N 81°40'51" W, 42.93 feet; thence N 89°38'43" W, 56.85 feet; thence S 84°02'55" W, 51.45 feet; thence S 49°20'37" W, 16.81 feet; thence S 22°23'17" W, 39.14 feet; thence S 84°55'06" W, 15.66 feet; thence N 10°29'53" W, 31.42 feet; thence N 49°59'50" W, 10.12 feet; thence N 69°27'42" W, 21.37 feet; thence S 77°03'39" W, 83.83 feet; thence S 69°11'22" W, 66.63 feet; thence S 63°31'46" W, 50.13 feet; thence S 60°18'54" W, 39.12 feet; thence S 60°01'50" W, 35.82 feet; thence S 53°34'34" W, 16.60 feet; thence S 50°01'44" W, 81.76 feet; thence S 47°56'37" W, 30.43 feet; thence S 43°54'34" W, 34.70 feet; thence S 40°34'41" W, 199.88 feet; thence N 52°58'05" W, 23.22 feet; thence N 40°39'23" E, 122.66 feet; thence N 42°13'00" E, 98.30 feet; thence N 44°18'07" E, 69.66 feet; thence N 51°18'11" E, 70.88 feet; thence N 62°51'30" E, 191.31 feet; thence N 74°51'52" E, 111.09 feet; thence N 78°43'19" E, 44.53 feet; thence N 87°45'49" E, 47.76 feet; thence S 89°49'04" E, 119.23 feet to the POINT OF BEGINNING.

Containing 40,196 sq. ft. and 0.9228 acres, more or less.

Also

Part of the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 1 North, Range 22 East, in the Town of Pleasant Prairie, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 16; thence N 88°56'32" E along the south line of said Southwest 1/4, 1311.75 feet; thence S 2°54'20" E, 333.17 feet; thence S 87°05'40" W, 13.10 feet to the POINT OF BEGINNING; thence S 0°12'44" E, 15.40 feet; thence S 18°46'53" W, 33.93 feet; thence S 67°48'40" W, 28.59 feet; thence S 88°20'56" W, 53.04 feet; thence N 86°31'59" W, 36.29 feet; thence N 45°22'28" W, 26.66 feet; thence N 34°27'17" E, 14.80 feet; thence N 71°04'09" E, 53.11 feet; thence N 74°04'05" E, 44.81 feet; thence S 88°19'54" E, 43.95 feet to the POINT OF BEGINNING.

Containing 6,654 sq. ft. and 0.1528 acres, more or less.

Also

Part of the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 1 North, Range 22 East, in the Town of Pleasant Prairie, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 16; thence N 88°56'32" E along the south line of said Southwest 1/4, 1311.75 feet; thence S 2°54'20" E, 512.39 feet; thence N 87°05'40" E, 376.05 feet to the POINT OF BEGINNING; thence N 19°03'18" E, 6.81 feet; thence N 28°10'47" E, 8.17 feet; thence S 76°24'56" E, 12.92 feet; thence S 74°02'46" E, 83.25 feet; thence S 72°30'55" E, 83.06 feet; thence S 70°18'54" E, 41.21 feet; thence S 75°24'59" E, 24.37 feet; thence S 28°06'24" W, 19.90 feet; thence N 76°53'31" W, 11.95 feet; thence N 69°41'24" W, 28.67 feet; thence N 75°38'39" W, 23.17 feet; thence N 72°50'28" W, 39.36 feet; thence N 70°08'48" W, 44.05 feet; thence N 68°42'29" W, 29.48 feet; thence N 73°09'39" W, 25.67 feet to the POINT OF BEGINNING.

Containing 3,855 sq. ft. and 0.0885 acres, more or less.

COURSE TABLES

LINE	BEARING	DISTANCE
B1	N 88°56'32" E	523.50
B2	N 88°56'32" E	721.38
B3	N 88°56'32" E	8791.3
B4	N 88°56'32" E	1311.75
B5	N 88°56'32" E	1555.72
B6	N 01°03'28" W	810.13
B7	N 88°56'32" E	73.96
B8	N 01°03'28" W	983.29
B9	N 88°56'32" W	9.08
B10	N 01°03'28" W	518.52
B11	N 01°03'28" W	126.01
B12	N 88°56'32" E	62.72
B13	S 02°54'20" E	227.93
B14	S 02°54'20" E	333.17
B15	S 07°05'40" W	13.10
B16	S 02°54'20" E	512.39
B17	N 87°05'40" E	376.05

LINE	BEARING	DISTANCE
L100	N 2°46'56" W	549.86
L101	N 88°56'11" E	35.24
L102	N 18°09'30" E	110.03
L103	N 40°56'56" E	223.11
L104	N 37°48'22" E	100.43
L105	N 33°10'43" E	56.78
L106	N 10°18'17" E	40.87
L107	N 41°38'01" E	66.03
L108	N 57°43'27" E	41.08
L109	N 48°34'35" E	82.88
L110	N 64°20'44" E	36.36
L111	S 18°09'30" W	1189.43
L112	S 88°56'32" W	91.88

LINE	BEARING	DISTANCE
L200	N 88°56'32" E	26.47
L201	N 18°09'30" E	1299.79
L202	N 71°50'30" W	25.00
L203	N 18°09'30" E	1070.16
L204	S 71°50'30" E	40.00
L205	N 18°09'09" E	27.77
L206	S 30°40'24" E	13.00
L207	S 18°34'18" W	1388.29
L208	S 15°31'31" W	626.10
L209	S 15°15'22" W	516.87
L210	S 77°26'54" W	67.27
L211	N 80°33'38" W	37.31
L212	N 18°09'30" E	172.04

LINE	BEARING	DISTANCE
L300	N 19°14'16" E	74.51
L301	N 16°36'36" E	88.06
L302	N 18°19'11" E	150.00
L303	N 18°41'12" E	77.45
L304	N 14°25'31" E	96.36
L305	N 15°26'22" E	97.97
L306	N 13°28'39" E	89.03
L307	N 50°06'30" E	30.71
L308	N 17°57'59" E	141.04
L309	N 18°00'06" E	83.60
L310	N 18°21'44" E	178.29
L311	N 19°04'04" E	99.60
L312	N 18°05'29" E	1085.04
L313	S 2°43'53" E	48.05
L314	S 17°54'04" W	886.46
L315	N 56°16'28" E	316.23
L316	S 19°50'09" W	41.51
L317	S 80°38'43" W	37.03
L318	S 53°04'45" W	258.86
L319	S 15°25'18" W	133.86
L320	S 20°01'28" W	70.84
L321	S 18°04'26" W	32.32
L322	S 19°39'39" W	61.42
L323	S 20°50'57" W	43.75
L324	S 19°41'57" W	57.34
L325	S 17°51'09" W	57.92
L326	S 18°41'21" W	88.34
L327	S 24°22'30" W	40.96
L328	S 29°45'42" W	21.49
L329	S 18°07'46" W	12.93
L330	S 2°26'43" W	15.26
L331	S 66°35'32" E	15.50
L332	S 84°21'34" E	39.15
L333	S 50°08'40" W	41.12
L334	S 20°06'41" E	37.43
L335	N 72°02'04" W	28.56
L336	S 27°25'38" W	34.39
L337	S 27°13'50" W	92.06
L338	S 18°21'35" W	38.60
L339	S 3°29'06" W	30.73
L340	S 16°32'57" W	23.71
L341	S 18°41'17" W	28.26
L342	S 6°10'31" W	24.87
L343	S 11°26'18" W	35.43
L344	S 11°01'44" W	17.99
L345	S 2°38'14" E	29.75
L346	S 9°57'28" E	23.93
L347	S 2°39'01" E	35.14
L348	S 1°15'13" W	13.44
L349	S 3°23'38" E	80.13
L350	S 65°23'26" W	17.47
L351	N 8°56'59" W	57.22
L352	N 0°11'13" W	29.43
L353	N 3°39'13" W	25.84
L354	N 8°09'26" E	27.96
L355	N 0°53'40" E	34.20
L356	N 0°00'00" E	36.33
L357	N 68°22'54" W	9.08
L358	S 7°46'43" W	20.39
L359	S 17°13'34" W	20.94
L360	S 19°23'05" W	24.08
L361	S 19°17'20" W	39.29
L362	S 15°41'29" W	41.68
L363	S 28°38'32" W	26.60
L364	S 22°43'19" W	27.07
L365	S 17°08'29" W	62.09
L366	S 19°09'28" W	22.26
L367	S 19°33'59" W	34.96
L368	S 18°58'03" W	30.59
L369	S 16°20'35" W	37.07
L370	S 20°47'13" W	40.94
L371	S 9°39'21" W	28.11
L372	S 16°23'49" W	22.49
L373	S 50°56'02" W	12.41
L374	N 66°17'18" W	13.71
L375	N 14°00'54" E	38.80
L376	N 20°43'50" E	66.21
L377	N 19°14'16" E	9.93

LINE	BEARING	DISTANCE
L400	N 0°57'38" E	283.04
L401	N 0°19'35" W	957.81
L402	N 79°25'37" E	8.42
L403	S 0°15'12" E	469.57
L404	S 0°46'33" E	771.28
L405	S 85°32'26" W	20.14

LINE	BEARING	DISTANCE
L500	S 6°48'59" W	42.12
L501	S 6°51'15" W	47.02
L502	S 26°57'36" W	96.00
L503	S 60°17'03" W	24.84
L504	S 78°10'31" W	26.67
L505	S 63°24'29" W	29.56
L506	S 88°22'41" W	27.10
L507	N 88°41'25" W	12.69
L508	N 10°55'44" W	8.55
L509	N 5°10'25" E	32.80
L510	N 7°54'20" E	19.89
L511	N 17°30'47" E	34.39
L512	N 47°10'45" E	17.70
L513	N 25°49'40" E	26.52
L514	N 83°51'18" E	22.15
L515	S 62°10'06" E	13.37
L516	N 76°49'00" E	18.79
L517	N 10°57'41" E	42.10
L518	N 4°03'27" W	20.80
L519	N 3°08'44" W	29.85
L520	N 28°41'05" E	16.36
L521	N 62°51'39" E	14.24
L522	N 54°57'31" E	17.77
L523	S 83°24'48" E	17.82
L524	S 58°34'51" E	14.73
L525	S 9°11'02" E	28.80

LINE	BEARING	DISTANCE
L600	N 85°31'10" E	38.62
L601	S 0°00'00" E	17.84
L602	N 90°00'00" E	16.06
L603	N 0°00'00" E	18.01
L604	S 89°31'02" E	27.15
L605	S 1°49'20" E	17.60
L606	S 4°42'01" W	30.82
L607	N 74°19'55" W	16.05
L608	N 5°11'43" W	13.23
L609	N 88°49'48" W	28.01
L610	N 87°57'28" W	20.75
L611	N 28°34'40" W	29.99

LINE	BEARING	DISTANCE
L700	N 0°13'21" W	315.21
L701	N 1°50'56" W	7.48
L702	N 84°31'29" E	4.14
L703	S 80°00'07" E	8.25
L704	S 4°21'18" E	23.33
L705	S 0°01'22" E	298.24
L706	S 89°20'50" W	12.67

LINE	BEARING	DISTANCE
L800	S 89°49'04" E	8.52
L801	S 88°14'54" E	133.14
L802	S 76°58'14" E	141.08
L803	S 66°38'03" E	92.05
L804	S 68°41'55" E	18.22
L805	S 22°32'11" W	11.46
L806	N 72°01'07" W	17.90
L807	N 72°01'07" W	147.78
L808	N 84°54'38" W	181.94
L809	S 52°09'16" E	74.49
L810	S 41°29'37" E	90.18
L811	S 45°26'10" E	40.70
L812	S 65°15'42" E	49.05
L813	S 64°03'14" E	30.80
L814	S 74°36'09" E	42.91
L815	S 49°53'15" E	38.87
L816	S 66°08'11" W	20.08
L817	N 72°45'01" W	27.87
L818	N 68°03'21" W	50.59
L819	N 66°32'25" W	40.39
L820	N 49°53'02" W	57.80
L821	N 48°30'54" W	42.43
L822	N 45°13'33" W	90.59
L823	N 45°07'43" W	29.93
L824	N 61°34'49" W	28.84
L825	N 81°40'51" W	42.93
L826	N 89°38'43" W	56.85
L827	S 84°02'55" W	51.45
L828	S 49°20'37" W	16.61
L829	S 22°23'17" W	39.14
L830	S 84°55'06" W	15.66
L831	N 10°29'53" W	31.42
L832	N 49°59'50" W	10.12
L833	N 69°27'42" W	21.37
L834	S 77°03'39" W	83.83
L835	S 69°11'22" W	66.63
L836	S 63°31'46" W	50.13
L837	S 60°18'54" W	39.12
L838	S 60°01'50" W	38.60
L839	S 53°34'34" W	16.60
L840	S 50°01'44" W	81.76
L841	S 47°56'37" W	30.43
L842	S 43°54'34" W	34.70
L843	S 40°34'41" W	199.88
L844	N 52°58'05" W	23.22
L845	N 40°39'23" E	122.66
L846	N 42°13'00" E	98.30
L847	N 44°18'07" E	69.66
L848	N 51°18'11" E	70.88
L849	N 62°51'30" E	191.31
L850	N 74°51'52" E	111.09
L851	N 78°43'19" E	44.53
L852	N 87°45'49" E	47.76
L853	S 89°49'04" E	119.23

LINE	BEARING	DISTANCE
L900	S 0°12'44" E	15.40
L901	S 18°46'53" W	33.93
L902	S 67°48'40" W	28.59
L903	S 88°20'56" W	53.04
L904	N 86°31'59" W	38.29
L905	N 45°22'28" W	26.66
L906	N 34°27'17" E	14.80
L907	N 71°04'09" E	53.11
L908	N 74°04'05" E	44.81
L909	S 86°19'54" E	43.95

LINE	BEARING	DISTANCE
L1000	N 19°03'18" E	6.81
L1001	N 28°10'47" E	8.17
L1002	S 76°24'56" E	12.92
L1003	S 74°02'46" E	63.25
L1004	S 72°30'55" E	63.06
L1005	S 70°18'54" E	41.21
L1006	S 75°24'59" E	24.37
L1007	S 28°06'24" W	19.90
L1008	N 76°53'31" W	11.95
L1009	N 69°41'24" W	28.67
L1010	N 75°38'39" W	23.17
L1011	N 72°50'28" W	39.96
L1012	N 70°08'49" W	44.05
L1013	N 68°42'29" W	29.48
L1014	N 73°09'39" W	25.67

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C706	16.34	6.62	S 89°20'50" W	12.67

AECOM

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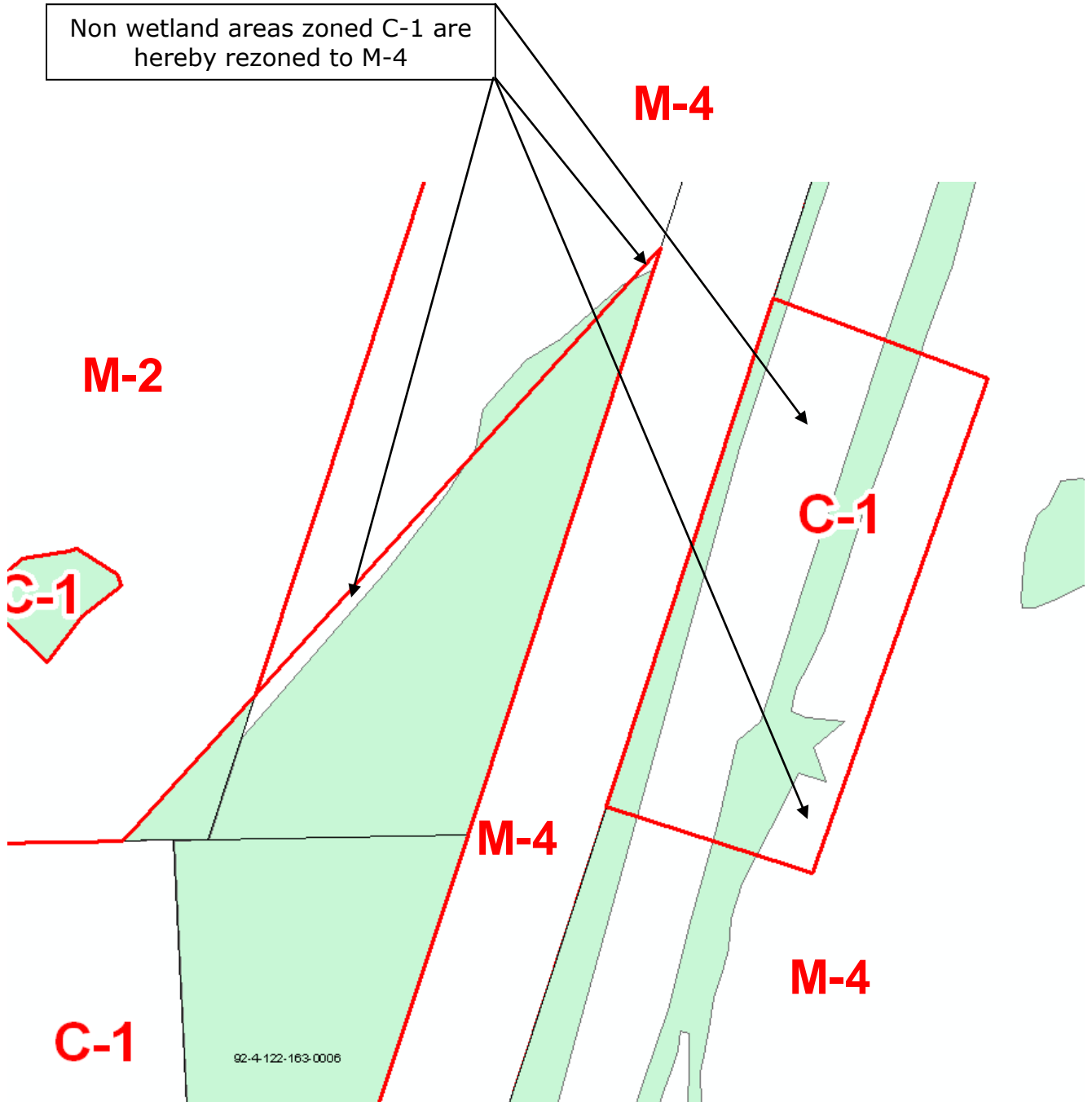


**PLAT OF SURVEY
WISCONSIN ELECTRIC POWER COMPANY
PLEASANT PRAIRIE POWER PLANT
PLEASANT PRAIRIE, WISCONSIN
WETLAND BOUNDARY LEGAL AND
COURSE TABLE**

Issued

Rev Date Description
MJP 2/10/2012
MJP 4/14/2012
MJP 4/14/2012

EXHIBIT 2
Ord. #12-15



ORD. # 12-15

**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:

A portion of the property located at 8000 85th Street west of the Pleasant Prairie Power Plant located in a part of U.S. Public Land Survey Section 16, Township 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as a portion of Tax Parcel Numbers 92-4-122-163-0115 and 92-4-122-164-0011 are hereby rezoned as a result of a wetland staking and a permit issued by the Wisconsin Department of Natural Resources to fill a portion of the wetlands for the proposed Pleasant Prairie Switchyard expansion project. The areas shown and legally described on **Exhibit 1** are hereby rezoned into the C-1, Lowland Resource Conservancy District and the non-wetland areas shown on **Exhibit 2** are hereby rezoned into the M-4, Power Generating District. This Zoning Map Amendment does not rezone any lands within the FPO, Floodplain Overlay District or any lands within the shoreland jurisdictional area.

The Village Zoning Administrator is hereby directed to record this Zoning Map Amendment on the appropriate sheet of the Official Village Zoning Map and to update Appendix B in Chapter 420 of the Village Municipal Code.

Adopted this 19th day of March, 2012.

VILLAGE BOARD OF TRUSTEES

John P. Steinbrink
Village President

ATTEST:

Jane M. Romanowski
Village Clerk

Posted: _____

Consider **Ord. #12-16** for a **Comprehensive Plan Amendments** to correct errors on the 2035 Land Use Plan Map 9.9 that incorrectly shows all or portions of the following parcels within the "Other Transportation, Communications and Utilities" land use designation. The parcels should be correctly shown in the "Primary Environmental Corridor" land use designation. The parcels include Tax Parcel Numbers: 93-4-123-292-0425; 93-4-123-292-0430; 93-4-123-292-0435; 93-4-123-292-0440; 93-4-123-292-0445; 93-4-123-301-0195; 93-4-123-301-0200; 93-4-123-301-0205; 93-4-123-301-0210; and 93-4-123-301-0240. In addition, Appendix 10-3 entitled "Amendments to the 2035 Land Use Plan Map 9.9 is proposed to be updated to reference said changes.

Recommendation: On March 12, 2012 the Village Plan Commission held a public hearing and adopted Plan Commission Resolution #12-05 to approve the proposed amendments and send a favorable recommendation to the Village Board to approve the amendments to the Comprehensive Plan as presented.

VILLAGE STAFF REPORT OF MARCH 19, 2012

Consider **Ord. #12-16** for a **Comprehensive Plan Amendments** to correct errors on the 2035 Land Use Plan Map 9.9 that incorrectly shows all or portions of the following parcels within the "Other Transportation, Communications and Utilities" land use designation. The parcels should be correctly shown in the "Primary Environmental Corridor" land use designation. The parcels include Tax Parcel Numbers: 93-4-123-292-0425; 93-4-123-292-0430; 93-4-123-292-0435; 93-4-123-292-0440; 93-4-123-292-0445; 93-4-123-301-0195; 93-4-123-301-0200; 93-4-123-301-0205; 93-4-123-301-0210; and 93-4-123-301-0240. In addition, Appendix 10-3 entitled "Amendments to the 2035 Land Use Plan Map 9.9 is proposed to be updated to reference said changes.

On January 9, 2012 the Village Plan Commission approved Resolution #12-03 to initiate a amendments to the Village Comprehensive Plan pursuant to Chapter 390 of the Village Code of Ordinances related to mapping errors found on the 2035 Land Use Plan Map 9.9 that incorrectly shows land within Carol Beach Estates Unit # 3 within the "Other Transportation, Communication and Utilities" land use designation that should have been identified as within the Primary Environmental Corridor land use designation. Said properties have been identified within the Primary Environmental Corridor land use designation since the 1996 land use plan was adopted.

The following amendments are proposed

1. To correct errors on the 2035 Land Use Plan Map 9.9 that incorrectly identifies all or portions of the following parcels within the "Other Transportation, Communications and Utilities" land use designation and change them to the correct "Primary Environmental Corridor" land use designation. The changes to the Village 2035 Land Use Plan Map 9.9 as shown on **Exhibit 1 of Ord. #12-16** include:

Map Number	Tax Parcel Number	Property Address	Property Owner (as of February 3, 2012)
6	93-4-123-292-0425	123 198 th Street	Jay T Jackson
7	93-4-123-292-0430	108 th Street	State of Wisconsin Department of Natural Resources (WI DNR)
8	93-4-123-292-0435	108 th Street	Vincenzo Degiorgis
9	93-4-123-292-0440	3 rd Court	WI DNR
10	93-4-123-292-0445	3 rd Court	WI DNR
1	93-4-123-301-0195	10720 4 th Avenue	Jon A Ross
2	93-4-123-301-0200	10720 4 th Avenue	Jon A Ross
3	93-4-123-301-0205	4 th Avenue	WI DNR
4	93-4-123-301-0210	4 th Avenue	WI DNR
5	93-4-123-301-0240	10544 4 th Avenue	Thomas A and Jane M Lyon

2. To amend Appendix 10-3 entitled "Amendments to the 2035 Land Use Plan Map 9.9" to reference said amendment to the Land Use Plan as shown on **Exhibit 1 of 1 of Ord. #12-16**.

Information related to Environmental Corridors pursuant to the Village Comprehensive Plan.

One of the most important tasks completed under the regional planning program for Southeastern Wisconsin has been the identification and delineation of those areas in which concentrations of the best remaining elements of the natural resource base occur. Environmental corridors and isolated natural resource areas in Pleasant Prairie are shown on Map 6.20 of the Village Comprehensive Plan.

Seven (7) elements of the natural resource base are considered essential to the maintenance of the ecological balance and the overall quality of life and served as the basis for identifying the environmental corridor network. These seven (7) elements are:

- lakes, rivers, and streams and associated shorelands and floodplains
- wetlands
- woodlands
- prairies
- wildlife habitat areas
- wet, poorly-drained, and organic soils
- rugged terrain and high relief topography

In addition, there are certain other features which, although not a part of the natural resource base, are closely related to the natural resource base and were used to identify areas with recreational, aesthetic, ecological, and natural value. These features include existing park and open space sites, potential park and open space sites, historic sites, scenic areas and vistas, and natural areas.

The mapping of these natural resource and resource-related elements results in a concentration of such elements in an essentially linear pattern of relatively narrow, elongated areas that have been termed "environmental corridors".

Primary Environmental Corridors include a wide variety of the most important natural resources and are at least 400 acres in size, two (2) miles long, and 200 feet wide. The Primary Environmental Corridors generally lie along rivers and streams and adjacent to lakes, or are associated with woodlands, wetlands, or park and open space sites.

Note: A majority of lands within the Carol Beach/Chiwaukee Prairie area are located within areas where land is being acquired by public agencies for permanent protection by a willing seller since the adoption of "A Land Use Management Plan for the Chiwaukee Prairie-Carol Beach Area of the Town of Pleasant Prairie" in the 1980's. Although properties may be located within the Primary Environmental Corridor, the existing single family homes and new single family homes are allowed provided that the lot abuts a constructed public street, structures can meet all the required setbacks, including setbacks to any wetlands and navigable water ways and no structure is constructed within the 100-year floodplain.

Secondary Environmental Corridors serve to link primary environmental corridors, or encompass areas containing concentrations of natural resources between 100 and 400 acres in size. Where secondary environmental corridors serve to link primary corridors, no minimum area or length criteria apply. Secondary environmental corridors that do not connect primary corridors must be at least 100 acres in size and one (1) mile long.

An **Isolated Natural Resource Area** is at least five (5) acres in size and 200 feet wide, but not large enough to meet the size or length criteria for primary or secondary environmental corridors.

On March 12, 2012 the Village Plan Commission held a public hearing and adopted Plan Commission Resolution #12-05 to approve the proposed amendments and send a favorable recommendation to the Village Board to approve the amendments to the Comprehensive Plan as presented.

ORD. # 12-16

**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 correct errors on the 2035 Land Use Plan Map 9.9 that incorrectly identifies all or portions of the following parcels within the "Other Transportation, Communications and Utilities" land use designation and hereby change them to the correct "Primary Environmental Corridor" land use designation. The changes to the Village 2035 Land Use Plan Map 9.9 as shown on **Exhibit 1** include:

Map Number	Tax Parcel Number	Property Address	Property Owner (as of February 3, 2012)
6	93-4-123-292-0425	123 198 th Street	Jay T Jackson
7	93-4-123-292-0430	108 th Street	State of Wisconsin Department of Natural Resources (WI DNR)
8	93-4-123-292-0435	108 th Street	Vincenzo Degiorgis
9	93-4-123-292-0440	3 rd Court	WI DNR
10	93-4-123-292-0445	3 rd Court	WI DNR
1	93-4-123-301-0195	10720 4 th Avenue	Jon A Ross
2	93-4-123-301-0200	10720 4 th Avenue	Jon A Ross
3	93-4-123-301-0205	4 th Avenue	WI DNR
4	93-4-123-301-0210	4 th Avenue	WI DNR
5	93-4-123-301-0240	10544 4 th Avenue	Thomas A and Jane M Lyon

2. Appendix 10-3 entitled "Amendments to the 2035 Land Use Plan Map 9.9 is hereby updated to reference said amendments as shown on **Exhibit 1**.

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 19th day of March, 2012.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

Jane M. Romanowski
Village Clerk

John P. Steinbrink,
Village President

Ayes: ____ Nays: ____ Absent: ____

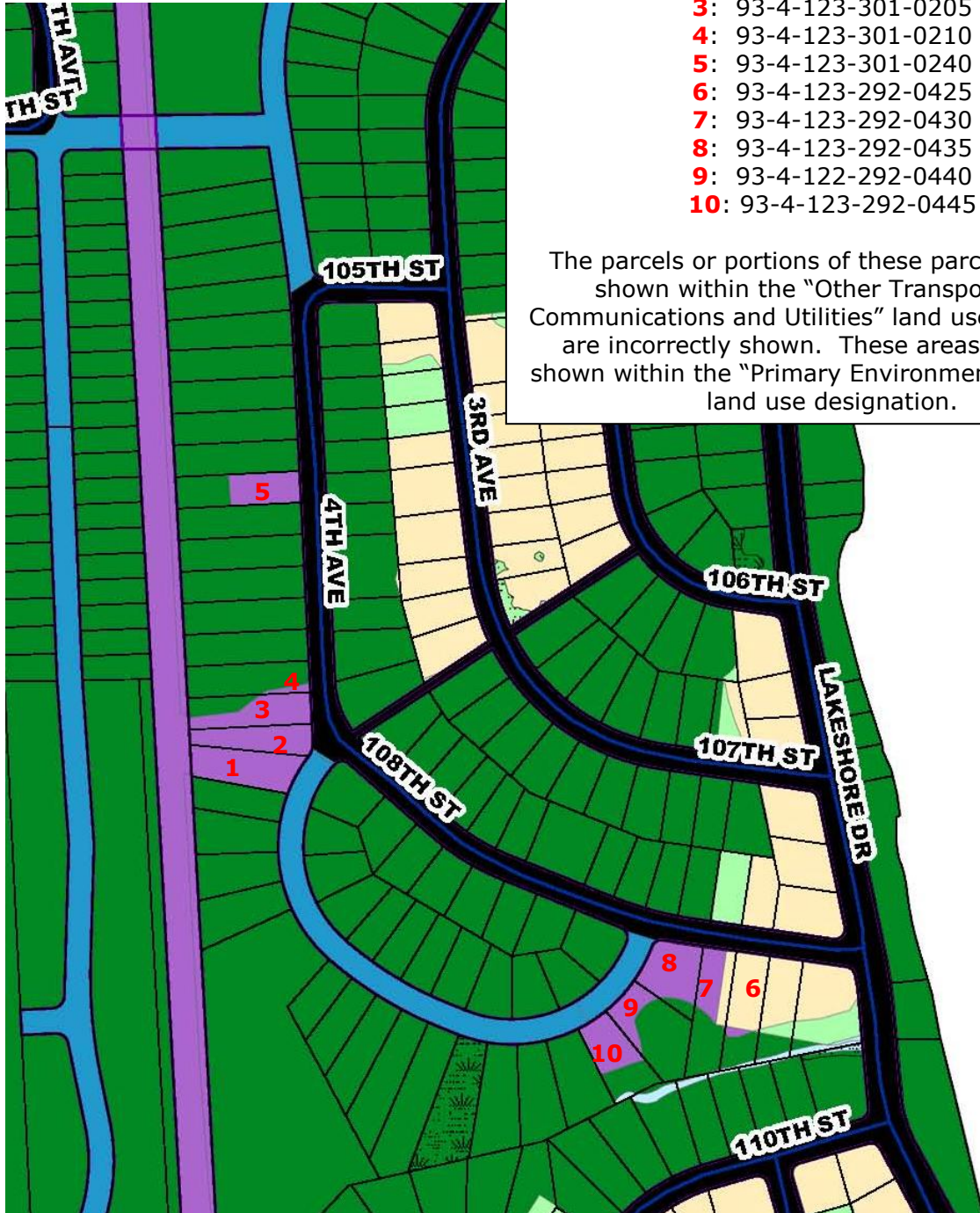
Posted: _____
Ord 12-16 Comp Plan Amendment-CBE #3 Errors.docx

**EXHIBIT 1
ORD. #12-16**

Tax Parcel Numbers affected include:

- 1:** 93-4-123-301-0195
- 2:** 93-4-123-301-0200
- 3:** 93-4-123-301-0205
- 4:** 93-4-123-301-0210
- 5:** 93-4-123-301-0240
- 6:** 93-4-123-292-0425
- 7:** 93-4-123-292-0430
- 8:** 93-4-123-292-0435
- 9:** 93-4-122-292-0440
- 10:** 93-4-123-292-0445

The parcels or portions of these parcels that are shown within the "Other Transportation, Communications and Utilities" land use designation are incorrectly shown. These areas should be shown within the "Primary Environmental Corridor" land use designation.



Consider **Ord. #12-17** for several **Zoning Map Amendments** for properties located within the Carol Beach/Chiwaukee Prairie area south of approximately 80th Street, east of Sheridan Road north of 128th Street and west of Lake Michigan that have been acquired in 2010-2011 by the Wisconsin Department of Natural Resources, The Nature Conservancy of Wisconsin, Kenosha County or the Village of Pleasant Prairie. The following Tax Parcel Numbers are being rezoned into the C-3, Natural and Scientific Area Resource Conservancy District: 93-4-123-292-0445; 93-4-123-292-0560; 93-4-123-292-0555; 93-4-123-301-0040; 93-4-123-322-0238; 93-4-123-322-1160; and 93-4-123-323-0980. The following Tax Parcel Numbers are being rezoned into the PR-1, Park-Recreational District: 93-4-123-292-0391 (portion of). The following Tax Parcel Numbers are being rezoned into or C-1 Lowland Resource Conservancy District: 93-4-123-194-0990.

Recommendation:

On Marcy 12, 2012 the Village Plan Commission held a public hearing and recommends that the Village Board approve the **Zoning Map Amendments** as presented in Ord. #12-17.

VILLAGE STAFF REPORT OF MARCH 19, 2012

Consider **Ord. #12-17** for several **Zoning Map Amendments** for properties located within the Carol Beach/Chiwaukee Prairie area south of approximately 80th Street, east of Sheridan Road north of 128th Street and west of Lake Michigan that have been acquired in 2010-2011 by the Wisconsin Department of Natural Resources, The Nature Conservancy of Wisconsin, Kenosha County or the Village of Pleasant Prairie. The following Tax Parcel Numbers are being rezoned into the C-3, Natural and Scientific Area Resource Conservancy District: 93-4-123-292-0445; 93-4-123-292-0560; 93-4-123-292-0555; 93-4-123-301-0040; 93-4-123-322-0238; 93-4-123-322-1160; and 93-4-123-323-0980. The following Tax Parcel Numbers are being rezoned into the PR-1, Park-Recreational District: 93-4-123-292-0391 (portion of). The following Tax Parcel Numbers are being rezoned into or C-1 Lowland Resource Conservancy District: 93-4-123-194-0990.

On January 9, 2012 the Village Plan Commission adopted Resolution #12-02 to initiate several zoning map amendments for properties that have been acquired in the public's interest in 2010 and 2011 pursuant to Community Assistance Planning report No. 88, entitled A Land Use Management Plan for the Chiwaukee Prairie-Carol Beach Area of the Town of Pleasant Prairie, (now known as the Village of Pleasant Prairie), dated February 1985. This plan recommended that ultimately all the lands within the Plan identified as an open space preservation area should be placed in the C-3, Natural and Scientific Area Resource Conservancy District, the designated natural resource base preservation and protection district.

The C-3 Natural and Scientific Area Resource Conservancy District is intended to preserve and enhance existing natural features including: scenic, historic, and scientific areas and associated plant and animal communities and to prevent the destruction of valuable natural, scenic and scientific resources, including wetlands, shorelands or navigable waters, prairies, meadows, sand dunes, woodlands, wildlife habitat and areas with high erosion hazard at such time as said lands are acquired by any Federal or State Agency, Kenosha County or the Village for the public interest. Lands mapped as natural and scientific areas should include those lands identified in a continuous open space preservation area consisting of continuous environmental corridor including: valuable natural, scenic and scientific resources of special scientific interest; wildlife habitat areas; critical plant habitat areas where several Wisconsin rare threatened or endangered plant species are identified; and wetlands, prairies, meadows, sand dunes, woodlands and areas subject to flooding and high erosion hazards.

The Land Use Management Plan seeks to preserve a substantial portion of the existing natural features of the area through the maintenance of a continuous environmental corridor connecting the Kenosha Sand Dunes on the north end and the area within the Chiwaukee Prairie preserve on the south end. The Land Use Management Plan identifies that the lands within the corridor be acquired and maintained as a natural area/wildlife area by a combination of public and private conservancy interests.

The Wisconsin Department of Natural Resources and The Nature Conservancy of Wisconsin have identified land acquisition areas for permanent resource protection. The Land Use Management Plan recommended that Kenosha County and Pleasant Prairie proceed on an incremental basis in the following manner:

- Kenosha County, and since 1989, the Village of Pleasant Prairie, shall follow Chapter NR 115/NR 117 of the Wisconsin Administrative Code that requires the rezoning of wetlands within the shoreland area of Lake Michigan; and

- The remaining lands within the proposed open space preservation area shall be preserved either as wetlands beyond the shoreland zone or as significant uplands. Such lands shall remain in their current zoning category until acquisition takes place, and then the lands shall be rezoned after they have been acquired within the public's interest into the C-3 District.

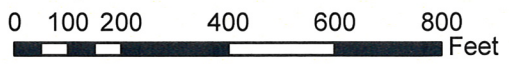
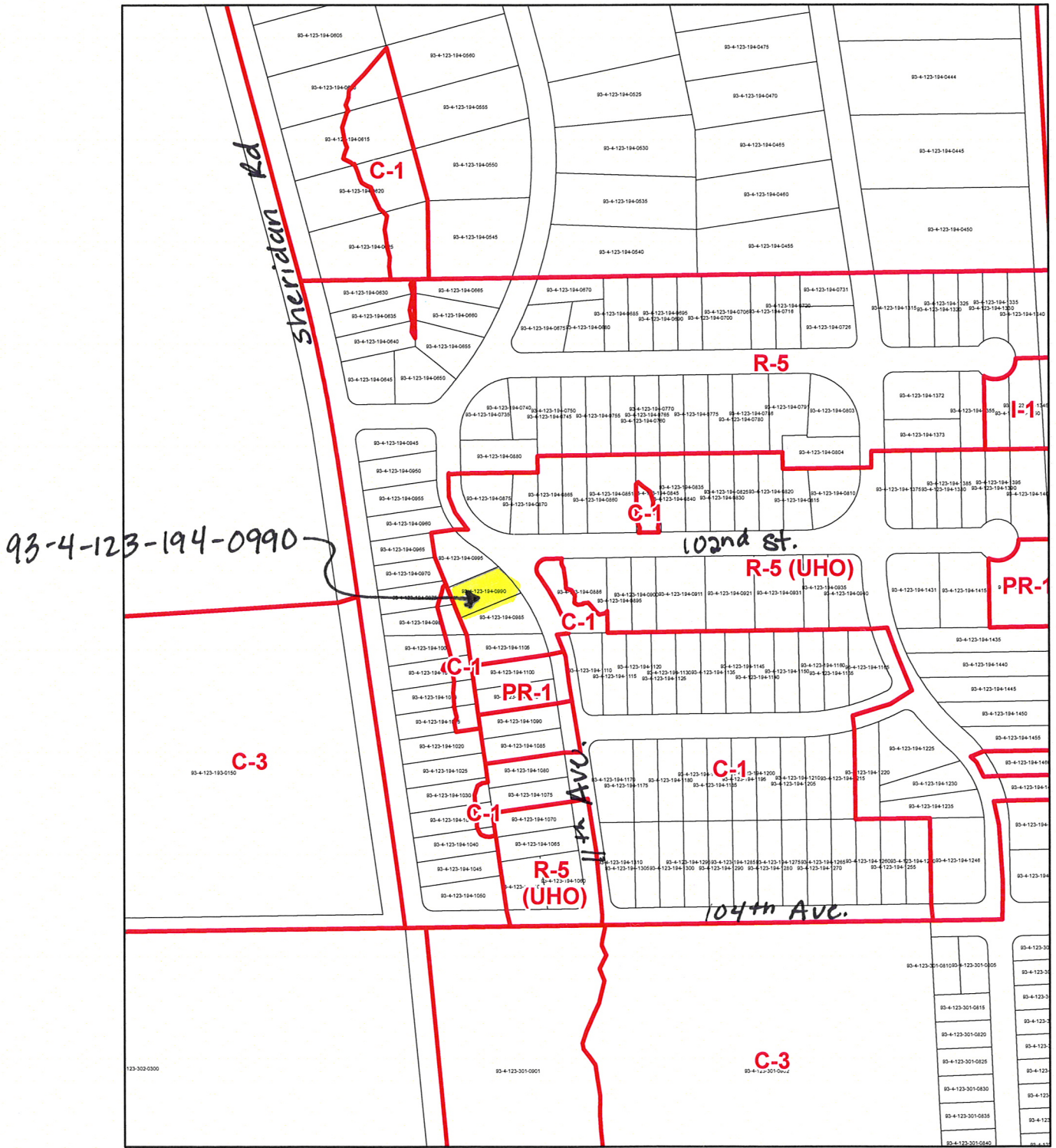
Properties that have been acquired in the public's interest in 2010-11 were evaluated and are proposed to be rezoned into an appropriate zoning classification pursuant to The Plan. The following zoning map amendments area proposed.

1. The following properties are proposed to be rezoned from the C-1, Lowland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District: Tax Parcel Numbers 93-4-123-292-0560; 93-4-123-292-0555; 93-4-123-301-0040; 93-4-123-322-1160; and 93-4-123-323-0980.
2. The following properties are proposed to be rezoned from the R-5, Urban Single Family Residential District and the C-1, Lowland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District: Tax Parcel Numbers 93-4-123-292-0445; and 93-4-123-322-0238.
3. The following property is proposed to be rezoned from R-5, Urban Single Family Residential to PR-1, Park-Recreational District Tax Parcel Number 93-4-123-292-0391 (portion of).
4. All lots referenced above will remain in the LUSA, Limited Urban Service Overlay District.
5. The following property is proposed to be rezoned from R-5, Urban Single Family Residential District, UHO, Urban Landholding Overlay District into the C-1 Lowland Resource Conservancy District: Tax Parcel Number 93-4-123-194-0990.

In addition, any portions of the properties noted above that are located within a FPO, Floodplain Overlay District or within a Shoreland Boundary will remain within those districts.

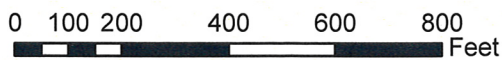
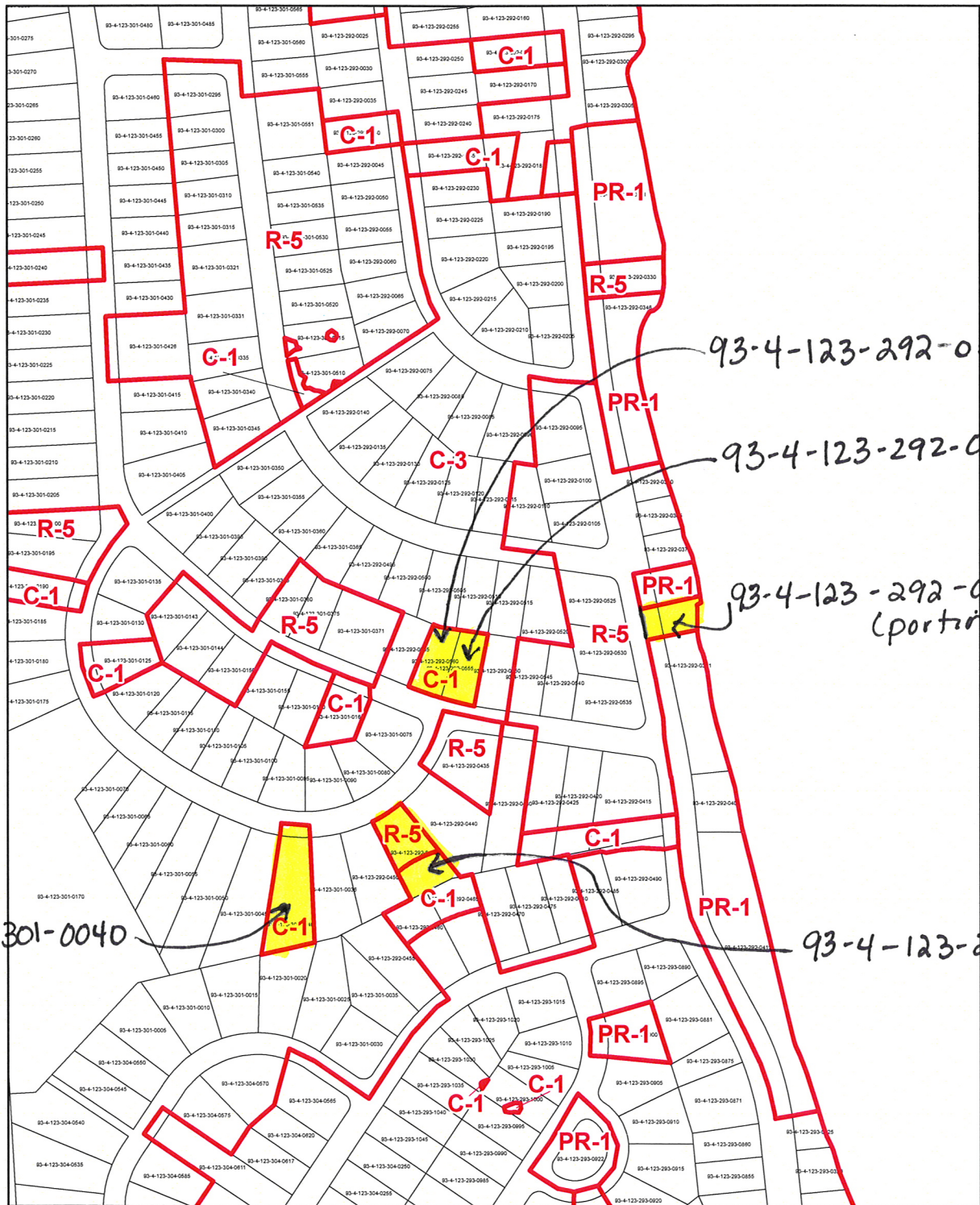
On Marcy 12, 2012 the Village Plan Commission held a public hearing and recommends that the Village Board approve the **Zoning Map Amendments** as presented in Ord. #12-17.

Village of Pleasant Prairie Zoning Map (portion of)



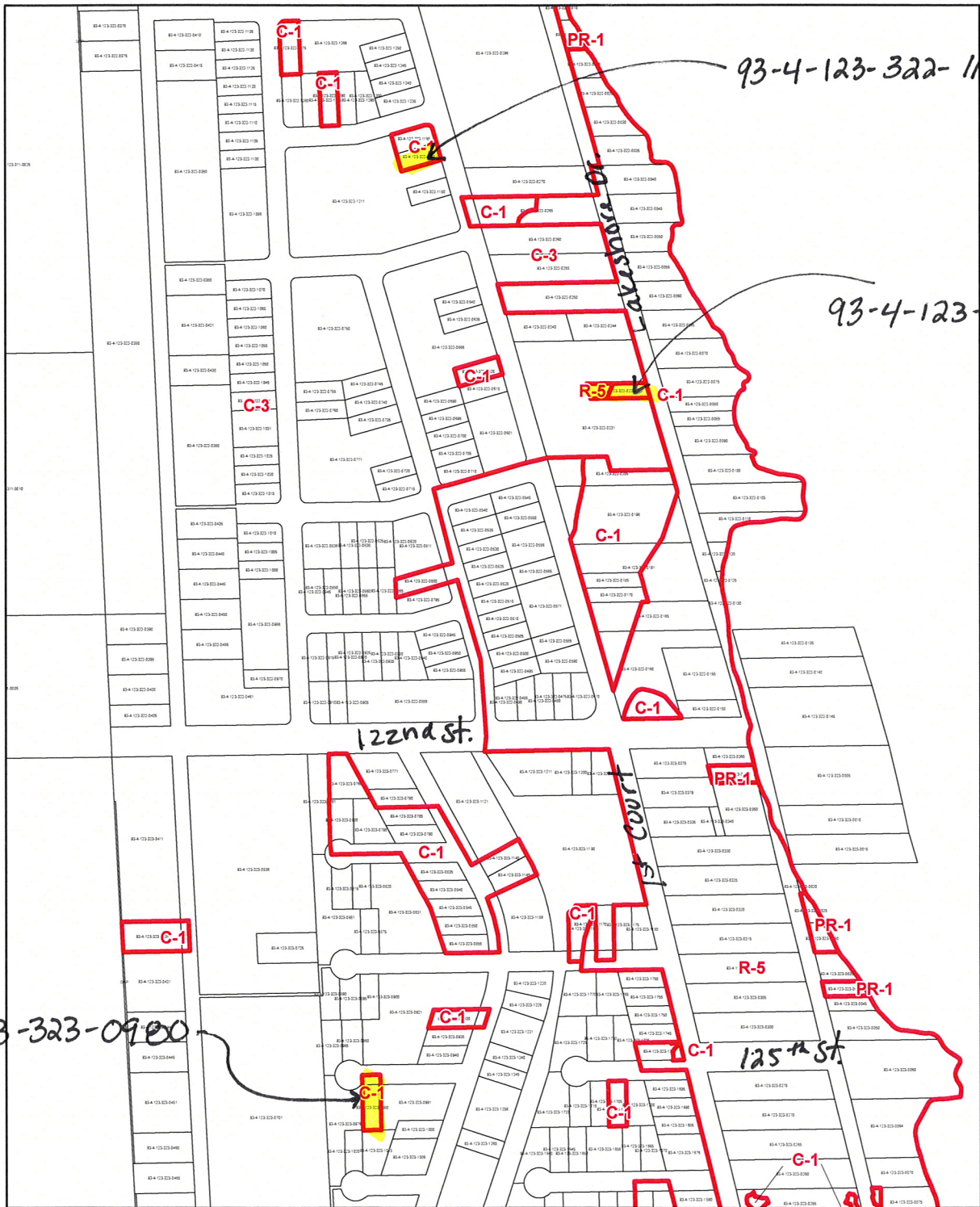
Source: Village of Pleasant Prairie
February 2011

Village of Pleasant Prairie Zoning Map (portion of)



Source: Village of Pleasant Prairie
February 2011

Village of Pleasant Prairie Zoning Map (portion of)



0 145 290 580 870 1,160 Feet

Source: Village of Pleasant Prairie
February 2011

ORD. # 12-17

**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 located in the Carol Beach/Chiwaukee Prairie generally in the area south of 85th Street, west of Lake Michigan, north of 128th Street, and east of the Union Pacific Railway (collectively hereinafter referred to as the "Rezoning Area") that have been acquired in 2010 and 2011 by the Wisconsin Department of Natural Resources, the Nature Conservancy of Wisconsin, Kenosha County or the Village of Pleasant Prairie are hereby rezoned as follows:

1. The following properties are proposed to be rezoned from the C-1, Lowland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District: Tax Parcel Numbers: 93-4-123-292-0560; 93-4-123-292-0555; 93-4-123-301-0040; 93-4-123-322-1160; and 93-4-123-323-0980.
2. The following properties are proposed to be rezoned from the R-5, Urban Single Family Residential District and the C-1, Lowland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District: Tax Parcel Numbers: 93-4-123-292-0445; and 93-4-123-322-0238.
3. The following property is proposed to be rezoned from R-5, Urban Single Family Residential to PR-1, Park-Recreational District Tax Parcel Number: 93-4-123-292-0391 (portion of).
4. All lots referenced above will remain in the LUSA, Limited Urban Service Overlay District.
5. The following property is proposed to be rezoned from R-5, Urban Single Family Residential District, UHO, Urban Landholding Overlay District into the C-1 Lowland Resource Conservancy District: Tax Parcel Number: 93-4-123-194-0990.

In addition, any portions of the properties noted above that are located within a FPO, Floodplain Overlay District or within a Shoreland Boundary will remain within those districts.

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

Adopted this 19th day of March, 2012

VILLAGE BOARD OF TRUSTEES

ATTEST:

Jane M. Romanowski, CMC
Village Clerk

John P. Steinbrink
Village President

Posted: _____
17-yr2010-11 dnr conservcnay purchased lots.doc

Consider the request of Karen Skowronski, to install **street lights** at the intersection of Old Green Bay Road and 85th Street.

Recommendation:

The Plan Commission recommends that the Village Board deny the request to install street lights.

VILLAGE STAFF REPORT OF MARCH 19, 2012

Consider the request of Karen Skowronski, to install **street lights** at the intersection of Old Green Bay Road and 85th Street.

The Village has received a request from Karen Skowronski, a Village resident, for the Village to install street lights at the intersection of Old Green Bay Road and 85th Street. The petitioner indicates that the intersection is nearly impossible to see when you are driving at night and it is even more difficult because of the curve in the road on Old Green Bay Road and the woods on both sides of the street prevent any light from STH 31 showing through.

The criteria the Village uses for installing a public street lights include:

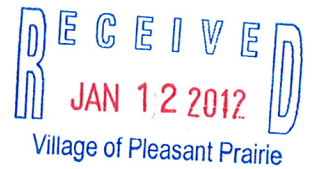
- At entrances to subdivisions form heavily traveled State Highways, County Highways or Village Roads.
- At hazardous Village street intersections that would present a danger to life and property without a street light.
- At such other locations that would mutually benefit Pleasant Prairie and the property owners.

Pursuant to an email from the Village Fire Chief, the Fire & Rescue Department has responded to two (2) motor vehicle accidents at this intersection in the last nine (9) years; one was a daytime accident and the other accident took place at night in March of 2003 while it was snowing. Pursuant to the Fire Chief, their data does not support the need for a street light but they would not oppose it.

Pursuant to an email from the Village Police Department, the Police Chief does not believe that a light at the intersection of Old Green Bay Road and 85th Street is needed. This intersection benefits from the lighting at Green Bay Road and 85th Street. The Chief believes that some lighting would be beneficial on Old Green Bay Road to the south in the curve south of 85th Street as this is a dark area with large pine trees blocking the light from the Green Bay Road/85th Street intersection. There have been no accidents at either location attributable to a lack of lighting.

This request has been sent to the Street Light Committee for their review. The Village received a recommendation from one member of the committee that would support the installation of street lights at this intersection due to the darkness, traffic volume and adjacent STH 31 and 85th Street busy intersection.

On March 9, 2012, the Village staff recommended to the Plan Commission that a street light be placed on an existing pole at the southeast corner and a new pole with light be installed on the northwest corner; however the Plan Commission recommended that the Village Board deny the request since both the Police Chief and the Fire Chief recommended that the intersection does not warrant a street light and the Plan Commission believed that the intersection based on existing traffic does not warrant street lights at this intersection.



January 11, 2012

Village of Pleasant Prairie
Community Development

I am submitting this letter to ask the Village to put a street light at the intersection of Old Green Bay Road & 85th Street. The intersection is nearly impossible to see when you are driving west at night. It is even more difficult because of the curve in the road on Old Green Bay & the woods on both sides, it prevents any light from 31 showing through.

Driving on Old Green Bay from 85th to ML, every intersection has a street light either at the corner or within the area to illuminate the intersection.

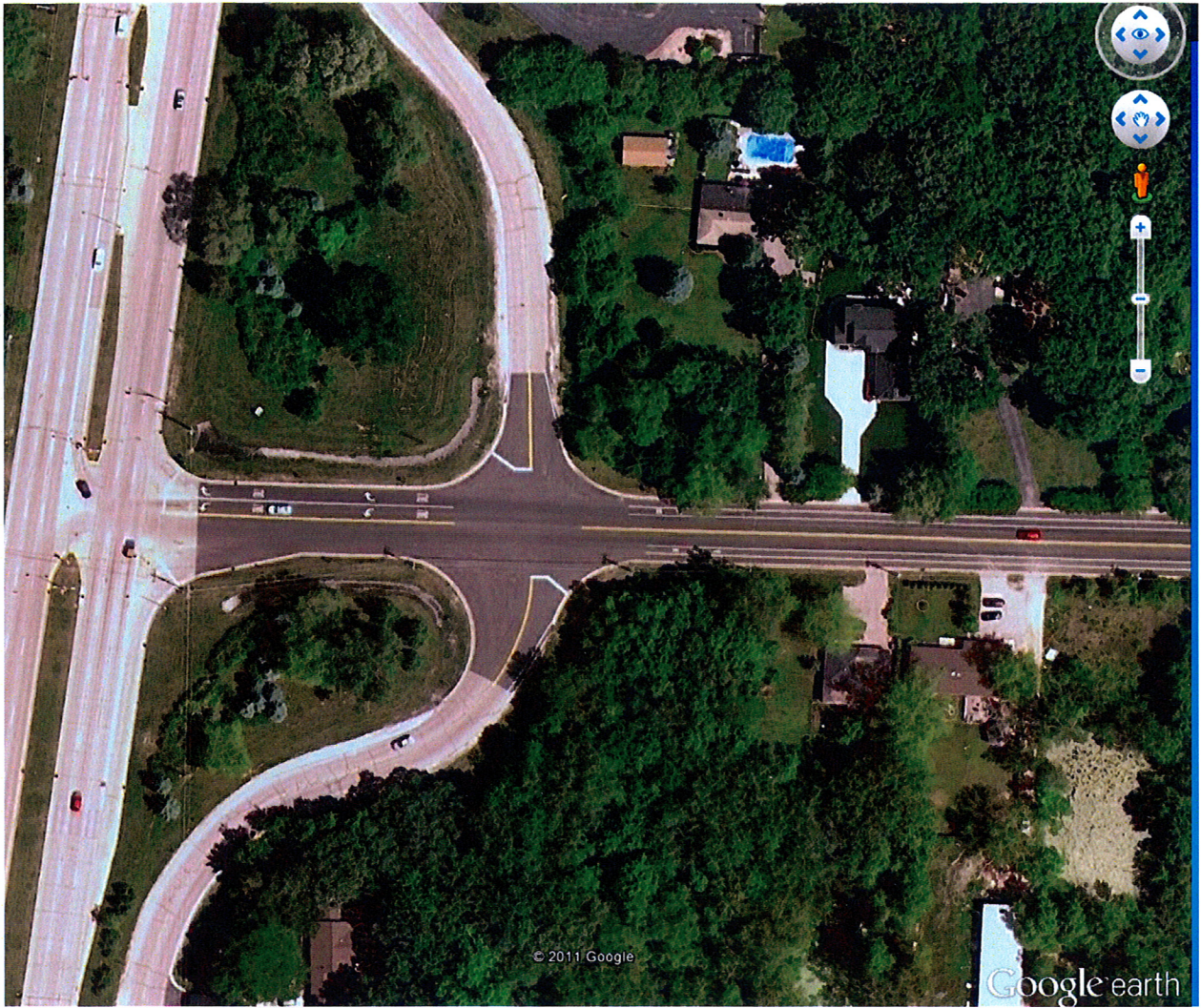
I'm also concerned that, if there hasn't been an accident at this intersection, there will be one.

Sincerely,

Karen Skowronski

A handwritten signature in black ink that reads "Karen Skowronski". The signature is written in a cursive style.

10026-63rd ave.
262-694-8289



Intersection of Old Green Bay Road and 85th Street.

RESOLUTION #12-12

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE CONSTRUCTION OF MUNICIPAL WATER MAIN IMPROVEMENTS LOCATED IN AN EAST-WEST ORIENTATION IN THE UNIMPROVED RIGHT-OF- WAY OF 77TH STREET WEST OF 105TH AVENUE AND NORTHERLY IN THE FUTURE RIGHT-OF-WAY OF 109TH AVENUE SOUTH OF STH 50 (75TH STREET)

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 municipal water main improvements located in an east-west orientation in the unimproved right-of-way of 77th Street west of 105th Avenue and northerly in the future right-of-way of 109th Avenue south of STH 50 (75th Street).
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 19th day of March, 2012.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted:

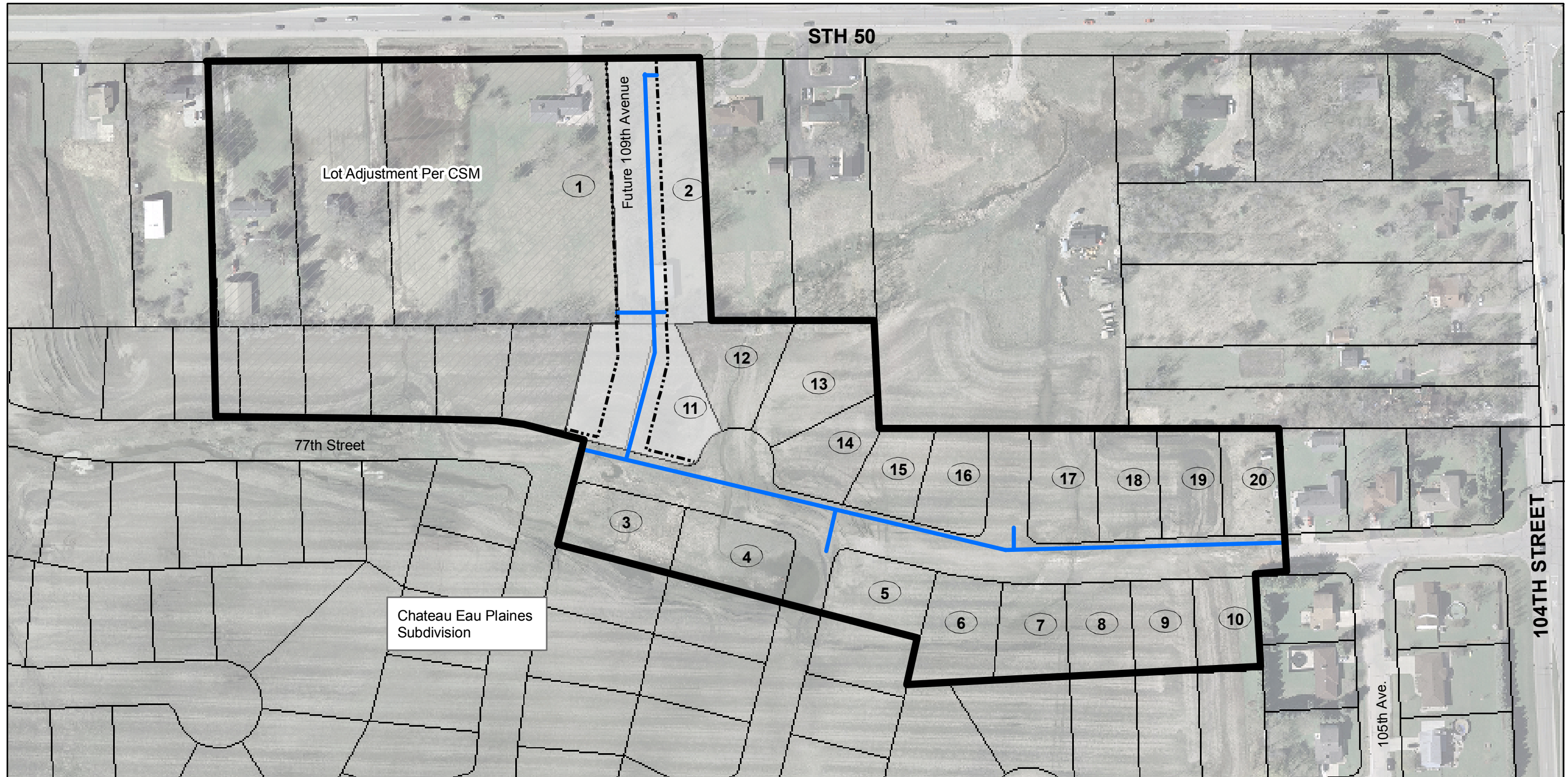


77th Street / 109th Avenue Water Main Extension Preliminary Assessment Map Project No. E-11-007

Assessment Boundary

Assessable Lot Number

Water Main Extension





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

MEMO

TO: Mike Pollocoff, Village Administrator

CC: Jane Romanowski, Village Clerk

FROM: Mike Spence, Village Engineer

DATE: March 13, 2012

SUBJ: Professional Services Engineering Agreement for Capacity Analysis-RASmithNational
39th Avenue between STH 165 and 97th Street

On November 21, 2011 the Village Board approved an agreement with the Wisconsin Department of Transportation to receive funding for the construction of the expansion of 39th Avenue between STH 165 and 97th Street. As part of the process to design these improvements the DOT requires that an analysis be performed to quantify future capacity needs prior to the design.

I received proposals from two qualified firms to perform this study: Traffic Analysis & Design, Inc and RASmith National. I am recommending that a contract with RASmith National be selected because of their experience and their fee was \$3,185 less.

The scope of their work will include:

1. Traffic tube counts at 3 locations on 39th Avenue
2. Intersection turning movement counts at 39th/Springbrook and 39th/93rd
3. Crash Analysis
4. Trip Generation/Distribution and Assignment for Village Green (adjacent development) and up to two additional planned developments which are expected to have traffic on 39th Avenue and which are expected to be completed by the design year (total of three developments).
5. Traffic Analysis – peak hour intersection analysis at three intersections: 100th Street, Springbrook Rd and 97th Street for the following scenarios:
 - a. Existing Conditions
 - b. Design Year Conditions – no roadway improvements
 - c. Design Year Conditions – with roadway improvements
6. Analyze future 101st Street intersection;
7. Traffic Analysis – roadway segment, STH 165 to 93rd - 24-hour (ADT) analysis
 - a. Existing Conditions
 - b. Design Year Conditions – no roadway improvements
 - c. Design Year Conditions – with roadway improvements





MEMO

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

8. Recommendations for the Design Year based on the analysis
 - a. Intersection geometrics
 - b. 39th Avenue roadway segment geometrics/cross-section
9. Summarize the findings in a technical memorandum for submittal to the Village and DAAR
10. Attend up to two meetings with the Village and/or DAAR.

The fee for these services is \$11,400. I recommend that the Village Board execute a contract with RASmith National for these services.



March 14, 2012

Michael R. Spence, P.E., Leed[®] AP
Village Engineer
Village of Pleasant Prairie
9915 39th Ave.
Pleasant Prairie, WI 53158

Re: Proposal for Professional Services
39th Avenue Traffic Analysis

Dear Mr. Spence:

Thank you for this opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the proposed Completion Schedule, and the Professional Fees under which this proposal is being made.

I. PROJECT NAME: 39th Avenue Traffic Analysis

II. SCOPE OF SERVICES:

A. Project Study Limits (39th Avenue from north of WIS 165 to north of 97th Street)

B. Project Understanding

1. The study will consist of analysis of the existing conditions and design year conditions with and without the planned geometric improvements on 39th Avenue. The study will also include a crash analysis on the corridor to evaluate the existing crash rate and crash patterns, which may be correctable by geometric improvements. Engineer will utilize the previously completed TIA initial review from the Village Green Center (from March, 2009 by Traffic Analysis & Design, Inc.) as a basis for this traffic study. In addition to analyzing the roadway segment of 39th Avenue from STH 165 to 93rd Street, Engineer will also include the following study area intersections in the traffic study:
 - 39th Avenue with 101st Street (future)
 - 39th Avenue with 100th Street
 - 39th Avenue with Springbrook Road
 - 39th Avenue with 97th Street
2. The submittal will consist of a report with exhibits illustrating the existing traffic counts, level of service operations, trip generation, trip distribution, site plan(s), text, analysis procedures, recommendations, and conclusions with appendix of all intersection capacity calculations.

C. Data Collection

1. Engineer will conduct a traffic tube count on 39th Avenue, just north of Springbrook Road, to obtain the weekday 24-hour and hourly traffic volumes. The tube counts will collect hourly directional traffic volume in addition to a 24-hour total.
2. Engineer will conduct traffic turning movement counts during the weekday AM peak period (7:00 to 9:00 am) and weekday PM peak period (4:00 to 6:00 pm) at the following intersections:
 - 39th Avenue with 100th Street
 - 39th Avenue with Springbrook Road
 - 39th Avenue with 97th Street

Deliver excellence, vision, and responsive service to our clients.

3. Engineer will conduct the traffic turning movement counts to WisDOT standards with automobiles, trucks, busses, bikes and pedestrians counted separately per movement in 15-minute increments. During the traffic count, Engineer will take note of any safety issues (close calls), excessive delays, aggressive driving, and excessive queues.
4. Engineer will compile the traffic count data, determine the weekday AM and PM peak hour traffic volumes and will develop a base map of the weekday AM and PM peak hour turning movement counts.

D. Trip Generation and Distribution

1. Engineer will revise the traffic generation from the March 2009 TIA Initial Review for the Village Green Center with the most current neighborhood plan and on rates documented in the ITE Trip Generation Manual, 8th Edition. (The Client shall provide the most current neighborhood plan with land uses and sizes to the Engineer for use in the Traffic Study). The trip distribution will be utilized from the TIA Initial Review, as approved by WisDOT in their March 26, 2009 letter. Engineer will utilize the trip generation, distribution and assignment from the TIA Initial Review for the following off-site development plans:
 - Simon/Laffuse Retail Developments
 - Goelitz Confectionary Company Expansion
 - Lakewood Neighborhood
 - Highpoint Neighborhood
2. Engineer will assign the traffic generated from these developments/neighborhoods to the 39th Avenue roadway segment from STH 165 to 93rd Street for the following scenarios:
 - Weekday AM peak hour
 - Weekday PM peak hour
 - Weekday 24-hour time period

E. Traffic Operational Analysis – Year 2012 and Year 2034

1. Engineer will coordinate with WisDOT to obtain the design year base traffic projection for 39th Avenue. Engineer will then use the base design year projection and will add the traffic generation from the developments to develop the Design Year Full Build traffic conditions for the weekday AM, PM and 24-hour total conditions for the following locations:
 - 39th Avenue with 101st Street – intersection
 - 39th Avenue with 100th Street – intersection
 - 39th Avenue with Springbrook Road – intersection
 - 39th Avenue with 93rd Street – intersection
 - 39th Avenue roadway segment from STH 165 to 93rd Street – roadway segment
2. Engineer will conduct a safety analysis of the corridor using the five most recent years of crash data. Collision diagrams will be created.
3. Engineer will analyze these study area intersections and the 39th Avenue roadway segment for the weekday AM peak hour, PM peak hour and 24-hour time period for the following scenarios:
 - 2012 Existing Conditions
 - Design Year Full-Build Conditions with no roadway geometric improvements to 39th Avenue
 - Design Year Full-Build Conditions with roadway geometric improvements to 39th Avenue and at the study area intersections to provide for LOS D or better conditions during the peak hours and LOS C or better conditions for the 24-hour total conditions

Michael R. Spence, P.E., Leed[®] AP
Page 3 / March 14, 2012

4. Engineer will make recommendations on intersection geometrics and other improvements (traffic control/signalization) required to provide LOS 'D' or better for the peak hour turning movements and turn lane capacity for maximum queues for all traffic movements at the study area intersections. Engineer will make recommendations on the 39th Avenue cross-section for lane continuity between the intersections and based on the 24-hour roadway segment analysis to achieve LOS C or better conditions. Alternative improvements (in addition to a geometric improvement) will be addressed per WisDOT requirements.

F. Report

1. A Draft report documenting the procedures and findings of the study will be prepared and submitted to the Client for review and comments. The Engineer shall update the report based on comments received from the Client. The Final report shall be submitted to the Client and DAAR for approval.

G. Meetings

1. Two meetings are included in this supplemental agreement, which are expected to consist of one meeting with the Village after completion of the analysis and one meeting with DAAR during the review stage of the traffic study. Meetings requiring attendance by the Engineer will be considered as additional services and will be billed at time (travel time and meeting time) and materials (mileage at cost). Consultant is not responsible for agendas or meeting minutes.

H. Information provided by Village of Pleasant Prairie

1. Previous traffic reports and updates with appendices including count data.
2. Draft plans including typical sections as necessary.
3. Other information as requested.

III. COMPLETION SCHEDULE:

Engineer will complete and submit the draft report within three weeks of receiving forecasts from WisDOT. Engineer will address comments and submit the Final report within one week of receiving comments.

IV. PROFESSIONAL FEES:

The above-described services will be provided for a lump sum fee of \$11,400.

The attached Standard General Contract Terms for Professional Services are hereby made part of this agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed, please sign and return one original to our office. We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.



Patrick E. Hawley, P.E., PTOE
Project Manager

Enclosure

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principals and practices.

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the CLIENT. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.

3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.

4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.

6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the CLIENT fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.

7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.

8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CLIENT. Any alterations to or tampering with the files shall constitute the agreement of the CLIENT to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said CLIENT and third parties.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT'S ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by CLIENT.

The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty

Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings. PROFESSIONAL shall have the sole and exclusive right to choose the mediator. Any fees and/or expenses charged by the mediator shall be shared equally between PROFESSIONAL and CLIENT.

12. 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 CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF PAID, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Patrick E. Hawley, P.E., PTOE
Project Manager

By: [Signature]

Date: March 14, 2012

PROJECT: 39th Avenue Traffic Study

The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.

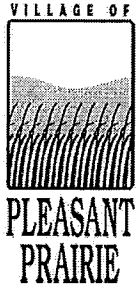
Village of Pleasant Prairie
9915 39th Ave.
Pleasant Prairie, WI 53158

By: _____

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice to proceed.

Printed Name: _____

Title: _____ Date: _____



Memo

To: Pleasant Prairie Village Board
From: Rocco Vita, Village Assessor
Date: March 13, 2012
Re: Inter-governmental Assessment Services Agreements

Assessment Service Agreements

Attached are agreements signed by official agents for the Town of Brighton, the Town of Randall, and the Town of Salem authorizing the Village of Pleasant Prairie to provide statutory assessment services to the aforementioned communities for the time period beginning January 1, 2012 and ending December 31, 2018. These inter-governmental agreements are drafted and entered into by all parties pursuant to Section 66.0301 (2) of the Wisconsin State Statutes.

State law requires each Wisconsin municipality to hire or contract for personnel certified by the Wisconsin Department of Revenue to perform statutory assessment duties for the municipality. During 1995 and after 23 years of existence, Kenosha County dissolved the County Assessor's Office requiring each municipality in the County to again create an internal Assessor's Office or contract with an outside entity to perform their statutory assessment work.

In response to the County's action, a group of county municipalities, led by Pleasant Prairie, worked cooperatively to create Wisconsin's first municipal sharing agreement covering assessment services. The stated goal of this consortium of communities is to establish a local assessment office staffed with capable personnel who are knowledgeable of local real estate values as well as assessment law and practice. The expected benefits of this arrangement are retention of local control and accountability as well as professional service at a reduced cost. The actual cost of operations is allocated equally to each community based on their total parcel count.

To this end our assessment consortium has been successful. We provide the most comprehensive, professional service at the lowest cost of any other assessment service provider in Kenosha County. I am pleased to report that at each of the town board meetings in which the agreement renewals were discussed and unanimously approved, members of each of the town boards voiced complimentary comments regarding our staff, our work, and the professional attitude and respectful manner in which we represent the towns and the Village of Pleasant Prairie.

AGREEMENT

between
THE VILLAGE OF PLEASANT PRAIRIE
and
THE TOWN OF BRIGHTON
for
THE PROVISION OF
REAL AND PERSONAL PROPERTY ASSESSMENT SERVICES.

Pursuant to Section 66.0301 (2) of the Wisconsin State Statutes and in consideration of the mutual covenants and obligations hereinafter set forth, the Village of Pleasant Prairie, and the Town of Brighton, do hereby agree as follows:

Whereas, the Kenosha County Board, on August 22, 1995 voted to dissolve the Office of the County Assessor and return the responsibility back to the various municipalities, and;

Whereas, it is the policy of the Village Board of the Village of Pleasant Prairie to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to the Village's residents, and;

Whereas, it is the policy of the Town Board of the Town of Brighton to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to the Town's residents, and;

Whereas, the Village Board of the Village of Pleasant Prairie has offered to contractually provide comprehensive real and personal property assessing services to the Town of Brighton in an effort to reduce the expense to both communities, and;

Whereas, the Town Board of the Town of Brighton has determined that such a contract would be in the best interest of the residents of Brighton, and;

Whereas, the Village of Pleasant Prairie and the Town of Brighton, pursuant to section 66.0301 (2) of the Wisconsin State Statutes, recognize the benefits of intergovernmental cooperation by entering into a contractual relationship for the provision of real and personal property assessing services;

NOW, THEREFORE, the Village of Pleasant Prairie and the Town of Brighton, in consideration of mutual promises, covenants, conditions and obligations as set forth herein; do hereby enter into this instant intergovernmental Agreement as follows:

ARTICLE I

- 1.01 CREATION.** This Agreement is between the Village of Pleasant Prairie, Kenosha County, Wisconsin, a municipal corporation and the Town of Brighton, Kenosha County, Wisconsin, a body politic.
- 1.02 PURPOSE.** The purpose of this Agreement is to permit the Town of Brighton to contract with the Village of Pleasant Prairie for the provision of real and personal property assessing services for Town of Brighton property.

ARTICLE II

- 2.01 RESPONSIBILITIES OF THE VILLAGE OF PLEASANT PRAIRIE.** The Village of Pleasant Prairie shall provide assessing services to the Town of Brighton as follows:
- A.** Serve as Statutory Assessor for the Town of Brighton and sign the Assessor's Affidavit of the annual Property Assessment Roll.
 - B.** Perform revaluations for the Town of Brighton during the odd numbered years (i.e. 2013, 2015, and 2017) at the request of the Town of Brighton.
 - C.** Maintain office hours in the Town of Brighton for two hours per week for meeting with citizens. Times shall be scheduled on a mutually agreed upon day.
 - D.** Maintain open office hours at the Pleasant Prairie Village Hall located at 9915 39th Avenue, Pleasant Prairie, Wisconsin, for the purpose of assisting citizens with property assessment information, either by telephone, facsimile, or in person. Office hours shall be Monday through Friday, 8:00 am through 5:00 pm. The assessing department shall only be closed on those days that the Village Hall is closed. The Town of Brighton shall be provided with a calendar of holidays by the second Monday in January each year this Agreement is in effect.
 - E.** Maintain, for the Town of Brighton, all real, personal, and mobile home property ownership information including legal ownership name, location address, mailing address, legal description, and transfer document information.

- F.** Maintain, for the Town of Brighton, property descriptive information in a digital format including the general land and building descriptions, Department of Revenue classification information, tax districting information, property sales information, building permit information, and assessment history.
- G.** Maintain, for the Town of Brighton, digital pictorial information of buildings on improved parcels, i.e. Residential Dwellings, Agricultural Outbuildings, and Commercial Structures.
- H.** Perform annual inspections and provide valuation updates for building permits issued by the Town of Brighton and/or Kenosha County.
- I.** Validate all bona fide real estate transactions within the Town of Brighton and coordinate the necessary information transfer with the Wisconsin Department of Revenue.
- J.** Perform inspections and property description updates of all bona fide real estate transactions within the Town of Brighton.
- K.** Validate all Mobile Home transactions within the Town of Brighton.
- L.** Conduct annual sales ratio studies to determine the local level of assessment.
- M.** Perform statistical analysis of market sales within the Town of Brighton for the development of appropriate assessment factors.
- N.** Collect, compile, analyze, and keep confidential, requested income and expense information used to determine Commercial property values in the Town of Brighton.
- O.** Prepare the determination of eligibility for full or partial property tax exemptions for property within the Town of Brighton.
- P.** Discover and value all owned and leased personal property in the Town of Brighton.
- Q.** Prepare the valuation of mobile homes for the Town of Brighton.
- R.** Provide Kenosha County annual updates of Town of Brighton's property data so the County may:
 - 1. Publish the Town of Brighton's property data in the "Property Inquiry" section of the County's web site that is accessible by the public via the internet.

2. Publish the Town of Brighton's property data in the County's "Public Access" database to be accessed internally by County departments as well by other municipalities within Kenosha County that have secure access to the County's database.
- S. Conduct annual "Open Book" hours during weekdays from 8:00AM through 5:00PM beginning the day assessment notices are mailed and up to 48 hours before the scheduled Board of Review Hearings.
- T. Prepare and submit to the Wisconsin Department of Revenue and the Brighton Board of Review the required Mass Appraisal Report that complies with the Uniform Standards of Professional Appraisal Practices (USPAP) and the requirements of the Department of Revenue.
- U. Prepare and balance the following reports on behalf of the Town of Brighton for the Wisconsin Department of Revenue:
1. File a preliminary version of the Municipal Assessor's Report by 2nd Monday of June each year. The final version will be submitted after the close of the annual Board of Review.
 2. File the Summary Computer Exemption Report by May 1st of each year.
- V. Prepare the following reports, which the Town of Brighton is required to complete:
1. Prepare and deposit in regular U.S. Mail all Statement of Personal Property forms to be completed by owners of assessable personal property located within the Town of Brighton by December 31st of each year preceding the assessment year.
 2. Prepare and deliver to the Town of Brighton, on or before February 10 of each year, the annual Mobile Home Statement of Monthly Parking Fee for all mobile homes located in the Town.
 3. Prepare and deposit in regular U.S. Mail any notice of changed property assessment by July 15th of each year.
 4. Prepare and deliver to the Town of Brighton the Final assessment rolls within 15 days of the close of the annual Board of Review hearings.

5. Deliver to Kenosha County a digital file containing all necessary real property and personal property assessment data within the Town of Brighton thereby facilitating the County's ability to create assessment rolls and tax rolls for the timely preparation, processing, and creation of property tax bills for the Town of Brighton.
 6. Prepare and provide the Kenosha County Treasurer and the Town of Brighton with the necessary assessment information and completed Use-Value Conversion Charge Calculation Worksheet for each affected parcel of land within 7 days of the close of the annual Board of Review.
- W.** Prepare and provide, for reference, a completed Statement of Assessment to the Town of Brighton in an effort to aid and assist the Town Clerk or Treasurer in the completion of the official Statement of Assessment for the Town of Brighton.
- X.** Provide a public information program to the Town of Brighton that assists citizens during the revaluation process.
- Y.** Enter and balance Board of Review changes in the final assessment roll for the Town of Brighton.
- Z.** Represent the Town of Brighton as its Statutory Assessor at the annual Board of Review hearings held by the Town of Brighton.
- AA.** Represent the Town of Brighton as its Statutory Assessor in any appeal conducted under Section 70.85 of the Wisconsin State Statutes.
- BB.** Provide requested assessment information to Town of Brighton officials, local school district officials, and local fire district officials.
- CC.** Coordinate real estate sales transfer information with the Wisconsin Department of Revenue for the Town of Brighton.
- DD.** Coordinate with the Wisconsin Department of Revenue the level of assessment for the Town of Brighton.
- EE.** Review and coordinate discussion, if necessary, of the Town's equalized values as determined by the Wisconsin Department of Revenue.
- FF.** Enter to the assessment roll all of the Town of Brighton manufacturing values, real and personal, when they are received from the Wisconsin Department of Revenue.

GG. Comply with all personnel requirements and staffing recommendations issued by the Wisconsin Department of Revenue for the employment of personnel for the Village of Pleasant Prairie Assessing Department as provided for in the Wisconsin Property Assessment Manuals.

HH. Complete year-end processing of assessment information for the timely processing of property tax bills.

II. The Village of Pleasant Prairie shall adhere to any statutory changes ensuring the Town of Brighton will be in compliance with all process requirements and not be late or fail to meet any statutory deadline set by the State of Wisconsin.

2.02 RESPONSIBILITIES OF THE TOWN OF BRIGHTON. The Town of Brighton, by performing the following, shall assist the Village of Pleasant Prairie in providing assessing services:

A. The Town of Brighton shall provide the Village of Pleasant Prairie Assessor's Office with monthly building permit reports listing all building permits issued by the Town of Brighton within 15 days after the last day of the month in which the permits were issued.

B. The Town of Brighton shall provide the Village of Pleasant Prairie Assessor's Office with certified copies of any zoning changes, land divisions or parcel combinations, or recorded final plats that are approved by the Town of Brighton within 15 days of the effective date.

C. The Town of Brighton shall provide the Village of Pleasant Prairie Assessor's Office with monthly listings of all fire reports involving property located within the Town of Brighton within 15 days after the last day of the month in which the events occurred.

D. The Town of Brighton shall provide the Village of Pleasant Prairie Assessor's Office with any information regarding the acquisition or disposition of real property by the Town of Brighton and, to the extent the Town is knowledgeable, by County of Kenosha within 30 days of the event.

E. The Town of Brighton shall promptly review and not, unnecessarily, delay or deny approval of any reports prepared by the Village of Pleasant Prairie on the behalf of the Town of Brighton.

F. The Town of Brighton shall provide Village of Pleasant Prairie assessment personnel a work space of sufficient size to efficiently meet with the public, during mutually agreed upon times, with access to a sufficient number of tables, chairs, and telephones for their use.

- G. The Town of Brighton shall appoint a local Board of Review. The Town of Brighton shall also bear the entire cost of the annual Board of Review proceedings with the exception of the functions of the Assessor.
- H. The Town of Brighton shall recognize that the employees of the Village of Pleasant Prairie are public employees and that any concerns over performance or work shall be addressed to the Pleasant Prairie Village Administrator.
- I. The Town of Brighton shall pay for services rendered by the Village of Pleasant Prairie.

ARTICLE III

3.01 FINANCIAL CONDITIONS OF THE AGREEMENT. The following contains the financial conditions and consideration of the Agreement:

- A. All costs for services rendered will be made on a “per parcel, per account” basis, referring to all parcels of real estate, mobile homes, and personal property accounts.
- B. The Village of Pleasant Prairie shall, in all years, prepare and submit an operating budget by September 1 of the year prior to the budget year. The per parcel/account allocation of expenses shall be provided by September 1 and shall be based upon the number of parcels/accounts within the Town of Brighton, and any other participating municipality, as of January 1 of the current calendar year.
- C. Payment for services by the Village of Pleasant Prairie shall be made to and received by the Village of Pleasant Prairie Treasurer by the 10th of each month.
- D. Revenue from the Property Record Maintenance Fee program shall be made to and received by the Village of Pleasant Prairie Treasurer by the 10th of each month subsequent to the month of collection by the Town of Brighton.
- E. The Village shall not increase the operating budget for services by more than the cost of living index for small metro areas, Class Size C, as defined by the U.S. Department of Commerce, Bureau of Labor Statistics. The exceptions to this cap are as follows:
 1. Health and Dental Insurance.
 2. Wage and Salary Settlements that are beyond the control of the Village of Pleasant Prairie.
 3. Contractual services necessary to provide data processing or database administration.

4. Growth in parcel count beyond the existing capabilities of current staff for assessing purposes.

- F. The Village of Pleasant Prairie shall provide an audit of the assessing department's revenues and expenditures before June 30 of each year along with any refund calculated on a per parcel basis on the previous years parcel count.
- G. During years in which there are mandatory property tax levy restraints or local property tax rate restraints, any refund will be wholly or partially deposited into a fund balance account to provide future funding in the event the Town of Brighton grows in parcel count greater than their growth of any benchmark used to constrain the growth of the Town of Brighton's property tax levy or local tax rate. Upon lapsing of any property tax levy restraint or local property tax rate restraint, the Village of Pleasant Prairie will return any fund balance to the Town of Brighton less any specific amount used on the behalf of the Town of Brighton to offset the effects of any levy or rate restraint, or any amount previously distributed.
- H. During times in which levy limits or property tax rate restraints are in effect and while Brighton has a positive fund balance, a portion of Brighton's fund balance account can be distributed back to the Town of Brighton by crediting the future year's budgeted dollar amount for assessment service by an amount equal to 20% of Brighton's current year's fund balance amount..

ARTICLE IV

4.01 PERSONNEL. Personnel matters between the Village of Pleasant Prairie and the Town of Brighton.

- A. The Village of Pleasant Prairie shall have sole discretion over all personnel matters within the assessing department as it relates to recruitment, training, discipline, or termination.
- B. All conflicts with the assessing department personnel shall be reported to the Village Assessor or the Village Administrator. The Village of Pleasant Prairie will provide the Town of Brighton with a report on the matter but will not release any personnel information or specifics that would be contained or placed in a Village of Pleasant Prairie personnel file.

ARTICLE V

5.01 TERM.

- A. The term of this Agreement shall be for a period of Six (6) years beginning January 1, 2013 and ending December 31, 2018, except as provided below in Paragraph B.
- B. Notice of non-renewal must be provided by December 31, 2017, if the Town of Brighton wishes to withdraw from the assessing Agreement. Upon receipt of a notice to withdraw, the Village of Pleasant Prairie shall have the right to negotiate with other municipalities to fill the space held by the Town of Brighton. If the Town of Brighton should reverse its decision and choose to re-enter the assessing consortium after its space has been filled, and if the Village of Pleasant Prairie agrees to renew the contract, the Town of Brighton would be required to pay any additional costs incurred by the Village of Pleasant Prairie because of dysfunctional economies of scale.
- C. Any withdrawal notice sent to the Village of Pleasant Prairie shall be delivered to the Village Clerk, or mailed to such Clerk by certified mail, return receipt requested. Any notice to the Village of Pleasant Prairie shall be addressed as follows:

Clerk, Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

ARTICLE VI

6.01 ENFORCEMENT OF AGREEMENT.

- A. This Agreement shall be enforceable in the Wisconsin courts, although the parties may, (but are not obligated), to consent to the issue being mediated and/or arbitrated.
- B. Opportunity to Cure Breach. In the event that any party to the Agreement believes any other party to this Agreement has breached this Agreement, the complaining party shall give notice to the other parties specifying in detail the conduct that is believed to constitute a breach and specifying the paragraph(s) of this Agreement that are involved. The party receiving such notice shall have sixty (60) days to cure such breach from the effective date of the notice. If a breach is timely cured, no right of action or remedy shall accrue.

ARTICLE VII

7.01 ADMINISTRATION OF AGREEMENT.

- A.** This Agreement shall be administered on behalf of the Village of Pleasant Prairie by the Village Administrator or the Administrator's designee and on behalf of the Town of Brighton by the Town Chairperson or the Town Chairperson's designee.

ARTICLE VIII

8.01 ASSIGNMENT.

- A.** This Agreement shall not be assigned by either party to this Agreement without prior written approval of the other party.

ARTICLE IX

9.01 SEVERABLE PROVISIONS.

- A.** The provisions of this Agreement, and the parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part of any such provision, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall be binding on the parties.

AGREEMENT

between
THE VILLAGE OF PLEASANT PRAIRIE
and
THE TOWN OF RANDALL
for
THE PROVISION OF
REAL AND PERSONAL PROPERTY ASSESSMENT SERVICES.

Pursuant to Section 66.0301 (2) of the Wisconsin State Statutes and in consideration of the mutual covenants and obligations hereinafter set forth, the Village of Pleasant Prairie, and the Town of Randall, do hereby agree as follows:

Whereas, the Kenosha County Board, on August 22, 1995 voted to dissolve the Office of the County Assessor and return the responsibility back to the various municipalities, and;

Whereas, it is the policy of the Village Board of the Village of Pleasant Prairie to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to the Village's residents, and;

Whereas, it is the policy of the Town Board of the Town of Randall to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to the Town's residents, and;

Whereas, the Village Board of the Village of Pleasant Prairie has offered to contractually provide comprehensive real and personal property assessing services to the Town of Randall in an effort to reduce the expense to both communities, and;

Whereas, the Town Board of the Town of Randall has determined that such a contract would be in the best interest of the residents of Randall, and;

Whereas, the Village of Pleasant Prairie and the Town of Randall, pursuant to section 66.0301 (2) of the Wisconsin State Statutes, recognize the benefits of intergovernmental cooperation by entering into a contractual relationship for the provision of real and personal property assessing services;

NOW, THEREFORE, the Village of Pleasant Prairie and the Town of Randall, in consideration of mutual promises, covenants, conditions and obligations as set forth herein; do hereby enter into this instant intergovernmental Agreement as follows:

ARTICLE I

- 1.01 CREATION.** This Agreement is between the Village of Pleasant Prairie, Kenosha County, Wisconsin, a municipal corporation and the Town of Randall, Kenosha County, Wisconsin, a body politic.
- 1.02 PURPOSE.** The purpose of this Agreement is to permit the Town of Randall to contract with the Village of Pleasant Prairie for the provision of real and personal property assessing services for Town of Randall property.

ARTICLE II

- 2.01 RESPONSIBILITIES OF THE VILLAGE OF PLEASANT PRAIRIE.** The Village of Pleasant Prairie shall provide assessing services to the Town of Randall as follows:
- A.** Serve as Statutory Assessor for the Town of Randall and sign the Assessor's Affidavit of the annual Property Assessment Roll.
 - B.** Perform revaluations for the Town of Randall during the odd numbered years (i.e. 2013, 2015, and 2017) at the request of the Town of Randall.
 - C.** Maintain office hours in the Town of Randall for two hours per week for meeting with citizens. Times shall be scheduled on a mutually agreed upon day.
 - D.** Maintain open office hours at the Pleasant Prairie Village Hall located at 9915 39th Avenue, Pleasant Prairie, Wisconsin, for the purpose of assisting citizens with property assessment information, either by telephone, facsimile, or in person. Office hours shall be Monday through Friday, 8:00 am through 5:00 pm. The assessing department shall only be closed on those days that the Village Hall is closed. The Town of Randall shall be provided with a calendar of holidays by the second Monday in January each year this Agreement is in effect.
 - E.** Maintain, for the Town of Randall, all real, personal, and mobile home property ownership information including legal ownership name, location address, mailing address, legal description, and transfer document information.

- F.** Maintain, for the Town of Randall, property descriptive information in a digital format including the general land and building descriptions, Department of Revenue classification information, tax districting information, property sales information, building permit information, and assessment history.
- G.** Maintain, for the Town of Randall, digital pictorial information of buildings on improved parcels, i.e. Residential Dwellings, Agricultural Outbuildings, and Commercial Structures.
- H.** Perform annual inspections and provide valuation updates for building permits issued by the Town of Randall and/or Kenosha County.
- I.** Validate all bona fide real estate transactions within the Town of Randall and coordinate the necessary information transfer with the Wisconsin Department of Revenue.
- J.** Perform inspections and property description updates of all bona fide real estate transactions within the Town of Randall.
- K.** Validate all Mobile Home transactions within the Town of Randall.
- L.** Conduct annual sales ratio studies to determine the local level of assessment.
- M.** Perform statistical analysis of market sales within the Town of Randall for the development of appropriate assessment factors.
- N.** Collect, compile, analyze, and keep confidential, requested income and expense information used to determine Commercial property values in the Town of Randall.
- O.** Prepare the determination of eligibility for full or partial property tax exemptions for property within the Town of Randall.
- P.** Discover and value all owned and leased personal property in the Town of Randall.
- Q.** Prepare the valuation of mobile homes for the Town of Randall.
- R.** Provide Kenosha County annual updates of Town of Randall's property data so the County may:
 - 1. Publish the Town of Randall's property data in the "Property Inquiry" section of the County's web site that is accessible by the public via the internet.

2. Publish the Town of Randall's property data in the County's "Public Access" database to be accessed internally by County departments as well by other municipalities within Kenosha County that have secure access to the County's database.
- S. Conduct annual "Open Book" hours during weekdays from 8:00AM through 5:00PM beginning the day assessment notices are mailed and up to 48 hours before the scheduled Board of Review Hearings.
- T. Prepare and submit to the Wisconsin Department of Revenue and the Randall Board of Review the required Mass Appraisal Report that complies with the Uniform Standards of Professional Appraisal Practices (USPAP) and the requirements of the Department of Revenue.
- U. Prepare and balance the following reports on behalf of the Town of Randall for the Wisconsin Department of Revenue:
1. File a preliminary version of the Municipal Assessor's Report by 2nd Monday of June each year. The final version will be submitted after the close of the annual Board of Review.
 2. File the Summary Computer Exemption Report by May 1st of each year.
- V. Prepare the following reports, which the Town of Randall is required to complete:
1. Prepare and deposit in regular U.S. Mail all Statement of Personal Property forms to be completed by owners of assessable personal property located within the Town of Randall by December 31st of each year preceding the assessment year.
 2. Prepare and deliver to the Town of Randall, on or before February 10 of each year, the annual Mobile Home Statement of Monthly Parking Fee for all mobile homes located in the Town.
 3. Prepare and deposit in regular U.S. Mail any notice of changed property assessment by July 15th of each year.
 4. Prepare and deliver to the Town of Randall the Final assessment rolls within 15 days of the close of the annual Board of Review hearings.

5. Deliver to Kenosha County a digital file containing all necessary real property and personal property assessment data within the Town of Randall thereby facilitating the County's ability to create assessment rolls and tax rolls for the timely preparation, processing, and creation of property tax bills for the Town of Randall.
 6. Prepare and provide the Kenosha County Treasurer and the Town of Randall with the necessary assessment information and completed Use-Value Conversion Charge Calculation Worksheet for each affected parcel of land within 7 days of the close of the annual Board of Review.
-
- W.** Prepare and provide, for reference, a completed Statement of Assessment to the Town of Randall in an effort to aid and assist the Town Clerk or Treasurer in the completion of the official Statement of Assessment for the Town of Randall.
 - X.** Provide a public information program to the Town of Randall that assists citizens during the revaluation process.
 - Y.** Enter and balance Board of Review changes in the final assessment roll for the Town of Randall.
 - Z.** Represent the Town of Randall as its Statutory Assessor at the annual Board of Review hearings held by the Town of Randall.
 - AA.** Represent the Town of Randall as its Statutory Assessor in any appeal conducted under Section 70.85 of the Wisconsin State Statutes.
 - BB.** Provide requested assessment information to Town of Randall officials, local school district officials, and local fire district officials.
 - CC.** Coordinate real estate sales transfer information with the Wisconsin Department of Revenue for the Town of Randall.
 - DD.** Coordinate with the Wisconsin Department of Revenue the level of assessment for the Town of Randall.
 - EE.** Review and coordinate discussion, if necessary, of the Town's equalized values as determined by the Wisconsin Department of Revenue.
 - FF.** Enter to the assessment roll all of the Town of Randall manufacturing values, real and personal, when they are received from the Wisconsin Department of Revenue.

GG. Comply with all personnel requirements and staffing recommendations issued by the Wisconsin Department of Revenue for the employment of personnel for the Village of Pleasant Prairie Assessing Department as provided for in the Wisconsin Property Assessment Manuals.

HH. Complete year-end processing of assessment information for the timely processing of property tax bills.

II. The Village of Pleasant Prairie shall adhere to any statutory changes ensuring the Town of Randall will be in compliance with all process requirements and not be late or fail to meet any statutory deadline set by the State of Wisconsin.

2.02 RESPONSIBILITIES OF THE TOWN OF RANDALL. The Town of Randall, by performing the following, shall assist the Village of Pleasant Prairie in providing assessing services:

A. The Town of Randall shall provide the Village of Pleasant Prairie Assessor's Office with monthly building permit reports listing all building permits issued by the Town of Randall within 15 days after the last day of the month in which the permits were issued.

B. The Town of Randall shall provide the Village of Pleasant Prairie Assessor's Office with certified copies of any zoning changes, land divisions or parcel combinations, or recorded final plats that are approved by the Town of Randall within 15 days of the effective date.

C. The Town of Randall shall provide the Village of Pleasant Prairie Assessor's Office with monthly listings of all fire reports involving property located within the Town of Randall within 15 days after the last day of the month in which the events occurred.

D. The Town of Randall shall provide the Village of Pleasant Prairie Assessor's Office with any information regarding the acquisition or disposition of real property by the Town of Randall and, to the extent the Town is knowledgeable, by County of Kenosha within 30 days of the event.

E. The Town of Randall shall promptly review and not, unnecessarily, delay or deny approval of any reports prepared by the Village of Pleasant Prairie on the behalf of the Town of Randall.

F. The Town of Randall shall provide Village of Pleasant Prairie assessment personnel a work space of sufficient size to efficiently meet with the public, during mutually agreed upon times, with access to a sufficient number of tables, chairs, and telephones for their use.

- G. The Town of Randall shall appoint a local Board of Review. The Town of Randall shall also bear the entire cost of the annual Board of Review proceedings with the exception of the functions of the Assessor.
- H. The Town of Randall shall recognize that the employees of the Village of Pleasant Prairie are public employees and that any concerns over performance or work shall be addressed to the Pleasant Prairie Village Administrator.
- I. The Town of Randall shall pay for services rendered by the Village of Pleasant Prairie.

ARTICLE III

3.01 FINANCIAL CONDITIONS OF THE AGREEMENT. The following contains the financial conditions and consideration of the Agreement:

- A. All costs for services rendered will be made on a “per parcel, per account” basis, referring to all parcels of real estate, mobile homes, and personal property accounts.
- B. The Village of Pleasant Prairie shall, in all years, prepare and submit an operating budget by September 1 of the year prior to the budget year. The per parcel/account allocation of expenses shall be provided by September 1 and shall be based upon the number of parcels/accounts within the Town of Randall, and any other participating municipality, as of January 1 of the current calendar year.
- C. Payment for services by the Village of Pleasant Prairie shall be made to and received by the Village of Pleasant Prairie Treasurer by the 10th of each month.
- D. Revenue from the Property Record Maintenance Fee program shall be made to and received by the Village of Pleasant Prairie Treasurer by the 10th of each month subsequent to the month of collection by the Town of Randall.
- E. The Village shall not increase the operating budget for services by more than the cost of living index for small metro areas, Class Size C, as defined by the U.S. Department of Commerce, Bureau of Labor Statistics. The exceptions to this cap are as follows:
 - 1. Health and Dental Insurance.
 - 2. Wage and Salary Settlements that are beyond the control of the Village of Pleasant Prairie.
 - 3. Contractual services necessary to provide data processing or database administration.

4. Growth in parcel count beyond the existing capabilities of current staff for assessing purposes.

- F. The Village of Pleasant Prairie shall provide an audit of the assessing department's revenues and expenditures before June 30 of each year along with any refund calculated on a per parcel basis on the previous years parcel count.
- G. During years in which there are mandatory property tax levy restraints or local property tax rate restraints, any refund will be wholly or partially deposited into a fund balance account to provide future funding in the event the Town of Randall grows in parcel count greater than their growth of any benchmark used to constrain the growth of the Town of Randall's property tax levy or local tax rate. Upon lapsing of any property tax levy restraint or local property tax rate restraint, the Village of Pleasant Prairie will return any fund balance to the Town of Randall less any specific amount used on the behalf of the Town of Randall to offset the effects of any levy or rate restraint, or any amount previously distributed.
- H. During times in which levy limits or property tax rate restraints are in effect and while Randall has a positive fund balance, a portion of Randall's fund balance account can be distributed back to the Town of Randall by crediting the future year's budgeted dollar amount for assessment service by an amount equal to 20% of Randall's current year's fund balance amount..

ARTICLE IV

4.01 PERSONNEL. Personnel matters between the Village of Pleasant Prairie and the Town of Randall.

- A. The Village of Pleasant Prairie shall have sole discretion over all personnel matters within the assessing department as it relates to recruitment, training, discipline, or termination.
- B. All conflicts with the assessing department personnel shall be reported to the Village Assessor or the Village Administrator. The Village of Pleasant Prairie will provide the Town of Randall with a report on the matter but will not release any personnel information or specifics that would be contained or placed in a Village of Pleasant Prairie personnel file.

ARTICLE V

5.01 TERM.

- A. The term of this Agreement shall be for a period of Six (6) years beginning January 1, 2013 and ending December 31, 2018, except as provided below in Paragraph B.
- B. Notice of non-renewal must be provided by December 31, 2017, if the Town of Randall wishes to withdraw from the assessing Agreement. Upon receipt of a notice to withdraw, the Village of Pleasant Prairie shall have the right to negotiate with other municipalities to fill the space held by the Town of Randall. If the Town of Randall should reverse its decision and choose to re-enter the assessing consortium after its space has been filled, and if the Village of Pleasant Prairie agrees to renew the contract, the Town of Randall would be required to pay any additional costs incurred by the Village of Pleasant Prairie because of dysfunctional economies of scale.
- C. Any withdrawal notice sent to the Village of Pleasant Prairie shall be delivered to the Village Clerk, or mailed to such Clerk by certified mail, return receipt requested. Any notice to the Village of Pleasant Prairie shall be addressed as follows:

Clerk, Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

ARTICLE VI

6.01 ENFORCEMENT OF AGREEMENT.

- A. This Agreement shall be enforceable in the Wisconsin courts, although the parties may, (but are not obligated), to consent to the issue being mediated and/or arbitrated.
- B. Opportunity to Cure Breach. In the event that any party to the Agreement believes any other party to this Agreement has breached this Agreement, the complaining party shall give notice to the other parties specifying in detail the conduct that is believed to constitute a breach and specifying the paragraph(s) of this Agreement that are involved. The party receiving such notice shall have sixty (60) days to cure such breach from the effective date of the notice. If a breach is timely cured, no right of action or remedy shall accrue.

ARTICLE VII

7.01 ADMINISTRATION OF AGREEMENT.

- A. This Agreement shall be administered on behalf of the Village of Pleasant Prairie by the Village Administrator or the Administrator's designee and on behalf of the Town of Randall by the Town Chairperson or the Town Chairperson's designee.

ARTICLE VIII

8.01 ASSIGNMENT.

- A. This Agreement shall not be assigned by either party to this Agreement without prior written approval of the other party.

ARTICLE IX

9.01 SEVERABLE PROVISIONS.

- A. The provisions of this Agreement, and the parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part of any such provision, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall be binding on the parties.

AGREEMENT

between
THE VILLAGE OF PLEASANT PRAIRIE
and
THE TOWN OF SALEM
for
THE PROVISION OF
REAL AND PERSONAL PROPERTY ASSESSMENT SERVICES.

Pursuant to Section 66.0301 (2) of the Wisconsin State Statutes and in consideration of the mutual covenants and obligations hereinafter set forth, the Village of Pleasant Prairie, and the Town of Salem, do hereby agree as follows:

Whereas, the Kenosha County Board, on August 22, 1995 voted to dissolve the Office of the County Assessor and return the responsibility back to the various municipalities, and;

Whereas, it is the policy of the Village Board of the Village of Pleasant Prairie to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to the Village's residents, and;

Whereas, it is the policy of the Town Board of the Town of Salem to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to the Town's residents, and;

Whereas, the Village Board of the Village of Pleasant Prairie has offered to contractually provide comprehensive real and personal property assessing services to the Town of Salem in an effort to reduce the expense to both communities, and;

Whereas, the Town Board of the Town of Salem has determined that such a contract would be in the best interest of the residents of Salem, and;

Whereas, the Village of Pleasant Prairie and the Town of Salem, pursuant to section 66.0301 (2) of the Wisconsin State Statutes, recognize the benefits of intergovernmental cooperation by entering into a contractual relationship for the provision of real and personal property assessing services;

NOW, THEREFORE, the Village of Pleasant Prairie and the Town of Salem, in consideration of mutual promises, covenants, conditions and obligations as set forth herein; do hereby enter into this instant intergovernmental Agreement as follows:

ARTICLE I

- 1.01 CREATION.** This Agreement is between the Village of Pleasant Prairie, Kenosha County, Wisconsin, a municipal corporation and the Town of Salem, Kenosha County, Wisconsin, a body politic.
- 1.02 PURPOSE.** The purpose of this Agreement is to permit the Town of Salem to contract with the Village of Pleasant Prairie for the provision of real and personal property assessing services for Town of Salem property.

ARTICLE II

- 2.01 RESPONSIBILITIES OF THE VILLAGE OF PLEASANT PRAIRIE.** The Village of Pleasant Prairie shall provide assessing services to the Town of Salem as follows:
- A. Serve as Statutory Assessor for the Town of Salem and sign the Assessor's Affidavit of the annual Property Assessment Roll.
 - B. Perform revaluations for the Town of Salem during the odd numbered years (i.e. 2013, 2015, and 2017) at the request of the Town of Salem.
 - C. Maintain office hours in the Town of Salem for two hours per week for meeting with citizens. Times shall be scheduled on a mutually agreed upon day.
 - D. Maintain open office hours at the Pleasant Prairie Village Hall located at 9915 39th Avenue, Pleasant Prairie, Wisconsin, for the purpose of assisting citizens with property assessment information, either by telephone, facsimile, or in person. Office hours shall be Monday through Friday, 8:00 am through 5:00 pm. The assessing department shall only be closed on those days that the Village Hall is closed. The Town of Salem shall be provided with a calendar of holidays by the second Monday in January each year this Agreement is in effect.
 - E. Maintain, for the Town of Salem, all real, personal, and mobile home property ownership information including legal ownership name, location address, mailing address, legal description, and transfer document information.
 - F. Maintain, for the Town of Salem, property descriptive information in a digital format including the general land and building descriptions, Department of Revenue classification information, tax districting information, property sales information, building permit information, and assessment history.

- G.** Maintain, for the Town of Salem, digital pictorial information of buildings on improved parcels, i.e. Residential Dwellings, Agricultural Outbuildings, and Commercial Structures.
- H.** Perform annual inspections and provide valuation updates for building permits issued by the Town of Salem and/or Kenosha County.
- I.** Validate all bona fide real estate transactions within the Town of Salem and coordinate the necessary information transfer with the Wisconsin Department of Revenue.
- J.** Perform inspections and property description updates of all bona fide real estate transactions within the Town of Salem.
- K.** Validate all Mobile Home transactions within the Town of Salem.
- L.** Conduct annual sales ratio studies to determine the local level of assessment.
- M.** Perform statistical analysis of market sales within the Town of Salem for the development of appropriate assessment factors.
- N.** Collect, compile, analyze, and keep confidential, requested income and expense information used to determine Commercial property values in the Town of Salem.
- O.** Prepare the determination of eligibility for full or partial property tax exemptions for property within the Town of Salem.
- P.** Discover and value all owned and leased personal property in the Town of Salem.
- Q.** Prepare the valuation of mobile homes for the Town of Salem.
- R.** Provide Kenosha County annual updates of Town of Salem's property data so the County may:
 1. Publish the Town of Salem's property data in the "Property Inquiry" section of the County's web site that is accessible by the public via the internet.
 2. Publish the Town of Salem's property data in the County's "Public Access" database to be accessed internally by County departments as well by other municipalities within Kenosha County that have secure access to the County's database.

- S. Conduct annual "Open Book" hours during weekdays from 8:00AM through 5:00PM beginning the day assessment notices are mailed and up to 48 hours before the scheduled Board of Review Hearings.
- T. Prepare and submit to the Wisconsin Department of Revenue and the Salem Board of Review the required Mass Appraisal Report that complies with the Uniform Standards of Professional Appraisal Practices (USPAP) and the requirements of the Department of Revenue.
- U. Prepare and balance the following reports on behalf of the Town of Salem for the Wisconsin Department of Revenue:
1. File a preliminary version of the Municipal Assessor's Report by 2nd Monday of June each year. The final version will be submitted after the close of the annual Board of Review.
 2. File the Summary Computer Exemption Report by May 1st of each year.
- V. Prepare the following reports, which the Town of Salem is required to complete:
1. Prepare and deposit in regular U.S. Mail all Statement of Personal Property forms to be completed by owners of assessable personal property located within the Town of Salem by December 31st of each year preceding the assessment year.
 2. Prepare and deliver to the Town of Salem, on or before February 10 of each year, the annual Mobile Home Statement of Monthly Parking Fee for all mobile homes located in the Town.
 3. Prepare and deposit in regular U.S. Mail any notice of changed property assessment by July 15th of each year.
 4. Prepare and deliver to the Town of Salem the Final assessment rolls within 15 days of the close of the annual Board of Review hearings.
 5. Deliver to Kenosha County a digital file containing all necessary real property and personal property assessment data within the Town of Salem thereby facilitating the County's ability to create assessment rolls and tax rolls for the timely preparation, processing, and creation of property tax bills for the Town of Salem.

6. Prepare and provide the Kenosha County Treasurer and the Town of Salem with the necessary assessment information and completed Use-Value Conversion Charge Calculation Worksheet for each affected parcel of land within 7 days of the close of the annual Board of Review.

- W.** Prepare and provide, for reference, a completed Statement of Assessment to the Town of Salem in an effort to aid and assist the Town Clerk or Treasurer in the completion of the official Statement of Assessment for the Town of Salem.

- X.** Provide a public information program to the Town of Salem that assists citizens during the revaluation process.

- Y.** Enter and balance Board of Review changes in the final assessment roll for the Town of Salem.

- Z.** Represent the Town of Salem as its Statutory Assessor at the annual Board of Review hearings held by the Town of Salem.

- AA.** Represent the Town of Salem as its Statutory Assessor in any appeal conducted under Section 70.85 of the Wisconsin State Statutes.

- BB.** Provide requested assessment information to Town of Salem officials, local school district officials, and local fire district officials.

- CC.** Coordinate real estate sales transfer information with the Wisconsin Department of Revenue for the Town of Salem.

- DD.** Coordinate with the Wisconsin Department of Revenue the level of assessment for the Town of Salem.

- EE.** Review and coordinate discussion, if necessary, of the Town's equalized values as determined by the Wisconsin Department of Revenue.

- FF.** Enter to the assessment roll all of the Town of Salem manufacturing values, real and personal, when they are received from the Wisconsin Department of Revenue.

- GG.** Comply with all personnel requirements and staffing recommendations issued by the Wisconsin Department of Revenue for the employment of personnel for the Village of Pleasant Prairie Assessing Department as provided for in the Wisconsin Property Assessment Manuals.

HH. Complete year-end processing of assessment information for the timely processing of property tax bills.

II. The Village of Pleasant Prairie shall adhere to any statutory changes ensuring the Town of Salem will be in compliance with all process requirements and not be late or fail to meet any statutory deadline set by the State of Wisconsin.

2.02 RESPONSIBILITIES OF THE TOWN OF SALEM. The Town of Salem, by performing the following, shall assist the Village of Pleasant Prairie in providing assessing services:

- A.** The Town of Salem shall provide the Village of Pleasant Prairie Assessor's Office with monthly building permit reports listing all building permits issued by the Town of Salem within 15 days after the last day of the month in which the permits were issued.
- B.** The Town of Salem shall provide the Village of Pleasant Prairie Assessor's Office with certified copies of any zoning changes, land divisions or parcel combinations, or recorded final plats that are approved by the Town of Salem within 15 days of the effective date.
- C.** The Town of Salem shall provide the Village of Pleasant Prairie Assessor's Office with monthly listings of all fire reports involving property located within the Town of Salem within 15 days after the last day of the month in which the events occurred.
- D.** The Town of Salem shall provide the Village of Pleasant Prairie Assessor's Office with any information regarding the acquisition or disposition of real property by the Town of Salem and, to the extent the Town is knowledgeable, by County of Kenosha within 30 days of the event.
- E.** The Town of Salem shall promptly review and not, unnecessarily, delay or deny approval of any reports prepared by the Village of Pleasant Prairie on the behalf of the Town of Salem.
- F.** The Town of Salem shall provide Village of Pleasant Prairie assessment personnel a work space of sufficient size to efficiently meet with the public, during mutually agreed upon times, with access to a sufficient number of tables, chairs, and telephones for their use.
- G.** The Town of Salem shall appoint a local Board of Review. The Town of Salem shall also bear the entire cost of the annual Board of Review proceedings with the exception of the functions of the Assessor.

- H. The Town of Salem shall recognize that the employees of the Village of Pleasant Prairie are public employees and that any concerns over performance or work shall be addressed to the Pleasant Prairie Village Administrator.
- I. The Town of Salem shall pay for services rendered by the Village of Pleasant Prairie.

ARTICLE III

3.01 FINANCIAL CONDITIONS OF THE AGREEMENT. The following contains the financial conditions and consideration of the Agreement:

- A. All costs for services rendered will be made on a “per parcel, per account” basis, referring to all parcels of real estate, mobile homes, and personal property accounts.
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ARTICLE IV

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ARTICLE V

5.01 TERM.

- A. The term of this Agreement shall be for a period of Six (6) years beginning January 1, 2013 and ending December 31, 2018, except as provided below in Paragraph B.
- B. Notice of non-renewal must be provided by December 31, 2017, if the Town of Salem wishes to withdraw from the assessing Agreement. Upon receipt of a notice to withdraw, the Village of Pleasant Prairie shall have the right to negotiate with other municipalities to fill the space held by the Town of Salem. If the Town of Salem should reverse its decision and choose to re-enter the assessing consortium after its space has been filled, and if the Village of Pleasant Prairie agrees to renew the contract, the Town of Salem would be required to pay any additional costs incurred by the Village of Pleasant Prairie because of dysfunctional economies of scale.
- C. Any withdrawal notice sent to the Village of Pleasant Prairie shall be delivered to the Village Clerk, or mailed to such Clerk by certified mail, return receipt requested. Any notice to the Village of Pleasant Prairie shall be addressed as follows:

Clerk, Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

ARTICLE VI

6.01 ENFORCEMENT OF AGREEMENT.

- A. This Agreement shall be enforceable in the Wisconsin courts, although the parties may, (but are not obligated), to consent to the issue being mediated and/or arbitrated.
- B. Opportunity to Cure Breach. In the event that any party to the Agreement believes any other party to this Agreement has breached this Agreement, the complaining party shall give notice to the other parties specifying in detail the conduct that is believed to constitute a breach and specifying the paragraph(s) of this Agreement that are involved. The party receiving such notice shall have sixty (60) days to cure such breach from the effective date of the notice. If a breach is timely cured, no right of action or remedy shall accrue.

ARTICLE VII

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- A. This Agreement shall be administered on behalf of the Village of Pleasant Prairie by the Village Administrator or the Administrator's designee and on behalf of the Town of Salem by the Town Chairperson or the Town Chairperson's designee.

ARTICLE VIII

8.01 ASSIGNMENT.

- A. This Agreement shall not be assigned by either party to this Agreement without prior written approval of the other party.

ARTICLE IX

9.01 SEVERABLE PROVISIONS.

- A. The provisions of this Agreement, and the parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part of any such provision, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall be binding on the parties.



MEMORANDUM

TO: Village Board

FROM: Michael R. Pollocoff, Village Administrator

DATE: March 19, 2012

SUBJECT: Third Amendment to Ground Lease between TowerCo Assets, LLC and the Village of Pleasant Prairie for the site located at the Southeast Corner of 104th Street and Sheridan Road (Village Water Booster Station)

Option and Lease Agreement - This Third Amendment to the existing Option and Lease Agreement ("Agreement") is to allow HierComm, Inc. to co-locate antennas and supporting electronics modules on the existing TowerCo-owned 150 foot monopole on property owned by the Village at 1105 104th Street (southeast corner of 104th Street and Sheridan Road – Village Water Booster Station site, further identified as Tax Parcel Number 93-4-123-301-0901). The antennas and other equipment are a part of a broadband wireless public safety communications network being installed throughout Kenosha County.

Kenosha County and HierComm are requesting Village Board approval of the Agreement which sets forth terms, rules, rents and regulations for the facility. The improvements to the site will include the installation of ground-mounted equipment within a 3' x 3' sublease area (sublet from TowerCo) and an eight (8) antenna array to be installed at a height of 167 feet upon the 180 foot multi-carrier monopole cell tower.

Nextel/Sprint Site Summary (Cricket Communications is also located at this site)

- **July 12, 2004** – Plan Commission conditionally approved a Conditional Use Permit (CUP #04-10) and Site & Operational Plans for Nextel Communications to construct/install a 180' monopole tower, 9 antennas at 150 feet, an equipment shelter and associated equipment.
- **October 4, 2004** – Village and Nextel Communications entered into a Ground Lease Agreement. Original base rent was \$1,700/month with an annual 15% increase of the rent amount then in affect.
- **June 11, 2007** - Plan Commission conditionally approved a Conditional Use Permit (CUP #07-12) and Site & Operational Plans for Nextel Communications to install 3 additional antennas at a tower height of 150 feet (totaling 12 Nextel antennas).
- **July 11, 2007** - Village and Nextel Communications enter into Amendment No. 1 to the original a Ground Lease Agreement related to the installation of 3 additional antennas and other equipment. The base rent increased by \$229.50 for a total monthly rent of \$1,929.50/month with an annual 15% increase of the rent amount then in affect.
- **September 23, 2008** – Nextel assigns its Ground Lease, which includes tower ownership, to TowerCo.

- **August 9, 2010** - Plan Commission conditionally-approved Conditional Use Permit (#10-08) including Site and Operational Plans, for Open Range Communications to sublease approximately 28 square feet of the ground area of TowerCo lease area.
- **October 4, 2010** - Village Board approved the Second Amendment to the Ground Lease between TowerCo and the Village. However, Open Range never installed any equipment within the lease area or upon the tower. Thus the Open Range Sublease never commenced, as contemplated in the Second Amendment.

Rent – Pursuant to the Agreement, TowerCo will pay the Village \$400/month in rent, with an annual 15% increase of the rent amount then in affect (pursuant to the original Ground Lease Agreement between Nextel and the Village). TowerCo will be responsible to collect the sublease rent from Kenosha County and in turn, TowerCo will pay the Village.

Plan Commission – At its March 12, 2012 meeting, the Plan Commission reviewed and conditionally-approved a Conditional Use Permit and Site and Operation Plans for this Kenosha County-HierComm sublease facility.

RECOMMENDATION

The Village staff recommends that the Village Board approve this Third Amendment to the existing Option and Lease Agreement between TowerCo and Village of Pleasant Prairie.

HierComm Sheridan Rd & 104th St VB Staff Memo 3-19-12

THIRD AMENDMENT TO GROUND LEASE

THIS THIRD AMENDMENT TO GROUND LEASE ("Third Amendment") is entered as of the later of the signature dates below by and between VILLAGE OF PLEASANT PRAIRIE, a Wisconsin municipal corporation ("Landlord") and TOWERCO ASSETS LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant (successor in interest to Nextel West Corp. d/b/a Nextel Communications) are parties to that certain Ground Lease dated October 4, 2004, as amended by that certain Amendment No. 1 to Site Agreement dated July 11, 2007, and as further amended by that certain Second Amendment to Ground Lease dated October 12, 2010 (the "Second Amendment") (as amended, the "Lease"), for the Leasehold Parcel and Easement Parcels, which are a portion of that certain parcel of real property located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, as more particularly described in the Lease (the "Land").

B. Landlord and Tenant acknowledge and agree that Tenant's proposed sublessee, Open Range, did not install any equipment within the Leasehold Parcel and that the Open Range Sublease never commenced, as contemplated in the Second Amendment.

C. Tenant desires to sublease an approximately nine (9) square foot portion of the Leasehold Parcel to HIERCOMM INC., a Wisconsin corporation ("HierComm"); and Landlord agrees to consent to the subleasing of such ground space within the Leasehold Parcel in lieu of any requirement in the Lease that would require HierComm to enter into a separate lease with the Landlord for land outside the Premises, all in accordance with the terms and conditions as set forth below.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Lease as follows:

1. **Sublease.** Landlord hereby (i) consents to Tenant subleasing approximately 9 square feet of ground space within the Leasehold Parcel directly to HierComm (as may be amended or modified, the "HierComm Sublease"), which ground space is generally depicted in **Exhibit A** attached hereto and (ii) waives any terms and conditions within the Lease, including those set forth in Section 32(a), which would require HierComm to enter into a separate lease with the Landlord. This Third Amendment shall satisfy the obligation set forth in Section 19 of the Lease for Tenant to provide Landlord notice of the HierComm Sublease. TowerCo will provide Landlord with a copy of the HierComm Sublease redacted of financial information within ten (10) business days following the full execution of this Third Amendment or the full execution of the HierComm Sublease, whichever is later. Landlord agrees to hold the HierComm Sublease in strict confidence. The HierComm Sublease shall be subordinate to the Lease and shall require HierComm not to commit any act which would result in a default or nonconformance with any provision of the Lease of which it has been given prior notice. In the event that HierComm commits any act that would result in a default or nonconformance with any

provision of the Lease, Landlord have the right to enforce such provisions of the Lease directly against HierComm, provided that (a) any such default or nonconformance by HierComm shall not be deemed to be a breach of the Lease by Tenant and (b) Landlord shall deliver written notice to Tenant prior to undertaking any such enforcement. In the event that the Lease expires or is terminated, the HierComm Sublease shall terminate as between Tenant and HierComm.

2. **Rent.** Rent shall be increased by the sum of Four Hundred and no/100 Dollars (\$400.00) per month (the “HierComm Sublease Fee”) effective as of the first day of the month following the installation of HierComm’s equipment within the Leasehold Parcel and continuing through the term of the HierComm Sublease. The HierComm Sublease Fee shall be payable in the same manner as the Rent, including the incremental increases in Rent set forth in Section 10 of the Lease. That portion of the Rent attributable to the HierComm Sublease Fee shall terminate on the date the HierComm Sublease terminates or expires, whichever is earlier, and Rent thereafter shall be reduced by an amount equal to the HierComm Sublease Fee as of the date of such expiration or termination. Tenant shall use commercially reasonable efforts to collect the rent payments due under the HierComm Sublease, but Tenant shall have no obligation to pay that portion of the Rent attributable to the HierComm Sublease Fee unless Tenant actually receives the rent payment due under the HierComm Sublease. In the event that Tenant has not paid that portion of the rent attributable to the HierComm Sublease Fee Open as a result of a failure to receive the rent payment due under the HierComm Sublease, Landlord, at its sole cost and expense, shall have the right to seek collection of the unpaid HierComm Sublease Fee together with its reasonable costs and attorneys fees in connection with such efforts directly from HierComm, provided that prior to exercising such right Landlord shall deliver notice thereof to Tenant. Landlord further agrees to keep Tenant informed of the status and results of Landlord’s collection efforts. Notwithstanding anything in this Section 2 to the contrary, Tenant shall have no obligation to pay the HierComm Sublease Fee to the extent that it has been collected by the Landlord and, in the event that Landlord collects any rents or sums in excess of the unpaid HierComm Sublease Fee (less any sums actually collected by Tenant for reimbursement of its costs and attorneys’ fees), such excess amounts shall be promptly remitted to Tenant.

3. **Notice.** Notwithstanding anything to the contrary in the Lease, facsimile notices shall not be permitted. The Tenant notice address set forth in Section 34 of the Lease is hereby deleted and replaced with the following:

TENANT: TowerCo Assets LLC
5000 Valleystone Drive
Cary, NC 27519
Attn: Property Management
TowerCo ID: WI2013

4. **Lease in Full Force.** Except as expressly amended hereby, all terms and conditions of the Lease shall remain in full force and effect, and, in the event of any inconsistencies between this Third Amendment and the terms of the Lease, the terms set forth in this Third Amendment shall govern and control. The covenants, representations and conditions in the Lease are mutual and dependent.

5. **Estoppel.** Landlord hereby certifies to Tenant (i) that the Lease is in full force and effect and has not been amended, modified or supplemented in any respect, either orally or in writing, except for this Third Amendment and the amendments referenced in this Third Amendment (if any) and is the only agreement relating to the Leasehold Parcel entered into between the Tenant and Landlord; (ii) the Lease as amended hereby fully represents the entire agreement between the parties thereto and has not been assigned other than as set forth herein; (iii) there is no existing default on the part of the Landlord or Tenant in any of the terms and conditions thereof and no event has occurred which, with the passing of time or giving of notice, or both, would constitute an event of default under the Lease; (iv) rent has been paid through and including the date hereof as called for in the Lease and (v) Landlord does not have any offsets, credits or defenses with respect to the Lease.

6. **Counterparts.** This Third Amendment may be executed in one or more counterparts which shall be construed together as one document.

7. **Defined Terms.** Unless otherwise defined, all defined terms used in this Third Amendment shall have the meanings ascribed to them under the Lease.

8. **Successors and Assigns.** Upon full execution by Tenant and Landlord, this Third Amendment (i) shall be binding upon and shall inure to the benefit of each of the parties and their respective successors, assigns, receivers and trustees; and (ii) may be modified or amended only by a written agreement executed by each of the parties.

9. **Non-Binding Until Fully Executed.** This Third Amendment is for discussion purposes only and does not constitute a formal offer by either party. This Third Amendment is not and will not be binding on either party until and unless it is fully executed by both parties.

10. **Recitals.** The recitals at the beginning of this Third Amendment are incorporated in and made a part of this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the later of the signature dates below.

LANDLORD:

VILLAGE OF PLEASANT PRAIRIE, a
Wisconsin municipal corporation

By: _____

Name: John P. Steinbrink

Title: Village President

Date: _____

TENANT:

TOWERCO ASSETS LLC, a Delaware
limited liability company

By: _____

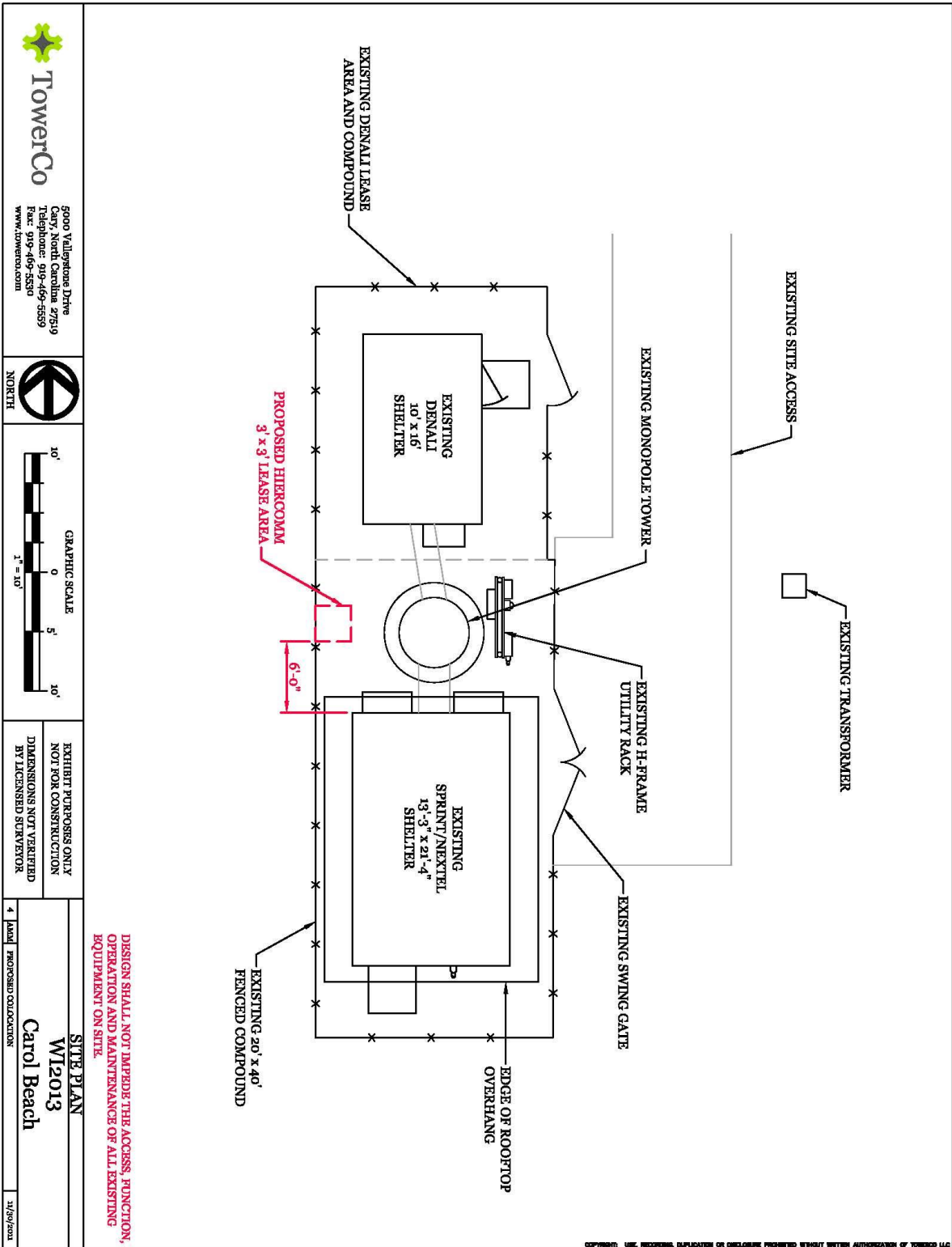
Name: Daniel Hunt

Title: Vice President / CFO

Date: _____

EXHIBIT A

Ground Space for HierComm Sublease



ORDINANCE #12-13

ORDINANCE TO CREATE CHAPTER 290 OF THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN RELATING TO SOCIAL HOSTS

BE IT ORDAINED AND ESTABLISHED, by the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Chapter 290 of the Municipal Code be created to read as follows:

1. PURPOSE AND FINDINGS

The Village Board of the Village of Pleasant Prairie intends to discourage underage possession and consumption of alcohol, even if done within the confines of a private residence, and intends to hold persons civilly responsible who host events or gatherings where persons under 21 years of age possess or consume alcohol regardless of whether the person hosting the event or gathering supplied the alcohol. The Village Board of the Village of Pleasant Prairie finds:

- (A) Events and gatherings held on private or public property where alcohol is possessed or consumed by persons under the age of twenty-one are harmful to those persons and constitute a potential threat to public health requiring prevention or abatement.
- (B) Prohibiting underage consumption acts to protect underage persons, as well as the general public, from injuries related to alcohol consumption, such as alcohol overdose or alcohol related traffic collisions.
- (C) Alcohol is an addictive drug which, if used irresponsibly, could have drastic effects on those who use it as well as those who are affected by the actions of an irresponsible user.
- (D) Often, events or gatherings involving underage possession and consumption occur outside the presence of parents. However, there are times when the parent(s) is/are present and condone the activity, and in some circumstances, provide the alcohol.
- (E) A deterrent effect will be created by holding a person responsible for hosting an event or gathering where underage possession or consumption occurs.

2. DEFINITIONS

For purposes of this chapter, the following terms have the following meanings:

- (A) **Alcohol.** “Alcohol” means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin or any other distilled spirits

including dilutions and mixtures thereof from whatever source or by whatever process produced.

- (B) **Alcoholic Beverage.** “Alcoholic beverage” means alcohol, spirits, liquor, wine, beer and every liquid or solid contained alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.
- (C) **Event or Gathering.** “Event or gathering” means any group of three or more persons who have assembled or gathered together for a social occasion or other activity.
- (D) **Host or Allow.** “Host” or “allow” means to aid, conduct, entertain, organize, supervise, control or permit a gathering or event.
- (E) **Parent.** “Parent” means any person having legal custody of a juvenile:
 - 1. As natural, adoptive parent or step-parent;
 - 2. As a legal guardian; or
 - 3. As a person to whom legal custody has been given by order of the Court.
- (F) **Residence.** Premises or Public or Private Property. “Residence”, “premises”, or “public or private property” means any home, yard, farm, field, land, apartment, condominium, hotel or motel room or other dwelling unit, or a hall or meeting room, park or any other place of assembly, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented or used with or without permission or compensation.
- (G) **Underage Person.** “Underage person” is any individual under twenty-one (21) years of age.
- (H) **Present.** Being at hand or in attendance.
- (I) **In Control.** The power to direct, manage, oversee and/or restrict the affairs, business or assets of a person or entity.

3. PROHIBITED ACTS

It is unlawful for any person(s) to: host or allow an event or gathering at any residence, premises or on any other private or public property where alcohol or alcoholic beverages are present when the person knows that an underage person will or does consume any alcohol or alcoholic beverage; or possess any alcohol or

alcoholic beverage with the intent to consume it; and the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).

- (A) A person is responsible for violating this section if the person intentionally aides, advises, hires, counsels or conspires with or otherwise procures another to commit the prohibited act.
- (B) A person who hosts an event or gathering does not have to be present at the event or gathering to be responsible.

4. EXCEPTIONS

- (A) This chapter does not apply to conduct solely between an underage person and his or her parents while the parent is present and in control of the underage person.
- (B) This chapter does not apply to legally protected religious observances.
- (C) This chapter does not apply to situations where underage persons are lawfully in possession of alcohol or alcoholic beverages during the course and scope of employment.

5. PENALTIES

A person who violates any provision of this ordinance is subject to a forfeiture of not less than \$1,000 or more than \$5,000, together with the costs of prosecution. A person who is in default of payment is subject to imprisonment in the county jail until the forfeiture and costs are paid.

Passed and adopted this 2nd day of April, 2012.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

ATTEST:

Jane M. Romanowski, Village Clerk

1st Reading: March 19, 2012
2nd Reading: April 2, 2012

Posted:_____

March 12, 2012

TO: Mike Pollocoff
RE: Replacement of Old Halide Fixtures

Consider a contract agreement for a supplier to provide new high efficiency lights for RecPlex Field House as well as both Blue & Green Ice Arena Rinks.

As utility costs increase, RecPlex continues to look for ways to reduce gas & electric consumption. Fixtures used when RecPlex was new may have been state of the art at that time, but now are more costly to operate than the newer versions. Inefficient Metal Halide fixtures should be replaced with newer high efficiency fixtures throughout the RecPlex Field House & both Ice Arena rinks.

112 metal halide fixture @ 400 watts in the field house and 72 (36 per rink) @ 1000 watts metal halide in the rinks can be switched over in-house. This will help offset the total cost of this project. Installation will occur during off hours and will not interrupt operations.

Installing new high efficiency performance T-8's (6 bulb) fixtures in the field house will save approximately \$35,000 annually. The new high performance T-5's (8-bulb) fixtures in both rinks will not only achieve a cost savings, but they will also enable us to lower the amount of heat generated within the rinks, thus keeping them cooler.

Bids were received from the following 3 companies:

- Murphy Energy Systems \$46,936
- Orion Engineered Systems of WI \$59,335
- Consolidated Electrical Distributors \$112,032

Focus on Energy is also estimating a \$12,000 rebate.

After a complete comparison of bids which included not only cost, but also experience with this type of change over in similar facilities, staff recommends Murphy Energy Systems be awarded this contract.

Existing fixtures will be removed and placed on EBAY for sale.

Thank you,

Thomas G. Patrizzi
Facility Director
Village of Pleasant Prairie
RecPlex, Ice Arena, Aqua Arena
9900 – Terwall Terrace
Pleasant Prairie, WI. 53158
Ph.: 262-947-0437 Ext. 6738
Fax: 262-925-6756
E-mail (tpatrizzi@plprairiewi.com)



Office of the Village
Director of Human Resources
Carol Wilke

TO: Village Board
Michael Pollocoff, Village Administrator

Consider amendment to the Village of Pleasant Prairie Employee Handbook to update the Retiree Health and Dental Insurance Plan.

5.12 Retirees Health and Dental Insurance

Employees who retire after January 1, 1979, and were hired prior to January 1, 2010, who are at least sixty (60) years of age and have had twenty (20) or more years of continuous employment with the Village immediately preceding retirement, shall retain health and dental coverage. *Non-represented public safety personnel who are at least fifty-five (55) years of age and have had twenty (20) years of continuous service with the Village or meet the age requirements of Wisconsin Retirement System, whichever is greater, will retain health and dental coverage. The Retiree will be responsible for the monthly employee premium contribution and will be on the same plan as employees.* Subsequent premiums will be calculated on the current year premium. If the employee was covered by a family policy at the time of retirement, he/she shall be eligible to retain such family coverage. The Village's premium obligation shall terminate when the employee becomes eligible for Medicare. At this time, the Village's responsibility for providing health care extinguishes. *If a retiree's coverage ends due to death or Medicare eligibility, the surviving spouse or dependent child may remain on the health insurance until they are eligible for Medicare and/or Medicaid.*

The Village Administrator has the authority to offer additional or expanded benefits to employees who have served as a Department Head.

For employees not covered by the preceding paragraphs or hired after January 1, 2010, the Village agrees to include sponsored Medicare supplement provision through the current carrier. Monthly premiums become the retiree's responsibility. Each retired employee who elects to continue said coverage shall pay the entire costs of said coverage.

The Village reserves the right to change the plans, amounts of employer paid premiums or carriers at any time. Participation in the group health and/or dental plans is subject to all requirements imposed by the carriers.