

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
October 15, 2018
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing
 - A. Consider and approve Final Resolution #18-34 authorizing construction of public improvements and levying special assessments against benefited properties for the construction of a 12-inch water main and appurtenances beginning at 91st Street extending south approximately 475 feet along 22nd Avenue in the Village of Pleasant Prairie.
 - B. Consider and approve Final Resolution #18-35 authorizing construction of public improvements and levying special assessments against benefited properties for the construction of an 8-inch water main and appurtenances beginning at 104th Street and extending north approximately 360 feet along 28th Avenue in the Village of Pleasant Prairie.
 - C. Consider and approve Resolution #18-36 for the address change relating to property located at 9119 Cooper Road.
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public on items not on the agenda; however, no discussion is allowed and no action will be taken under citizen comments.)
6. Administrator's Report
7. New Business
 - A. Receive Plan Commission recommendation, consider and adopt Ordinance #18-44 for Comprehensive Plan Amendments to the wetlands recently delineated on vacant property located at 7800 block of 128th Street.
 - B. Receive Plan Commission recommendation, consider and adopt Ordinance #18-45 for a Zoning Map Amendment to rezone the field delineated wetlands on vacant property located at the 7800 Block of 128th Street.
 - C. Receive Plan Commission recommendation, consider and approve Certified Survey Map to subdivide the GAR FARMS property into 2 parcels and for dedication of Greenway Court for the proposed Prairie Produce Farm development.

Village Board Agenda
October 15, 2018

- D. Receive Plan Commission recommendation, consider and adopt Ordinance #18-46 for Comprehensive Plan Amendment as it relates to the Prairie Produce Farm development and the 2035 Land Use Plan.
 - E. Receive Plan Commission recommendation, consider and adopt Ordinance #18-47 Zoning Map Amendments to rezone several items for the Prairie Produce Farm Development.
 - F. Receive Plan Commission recommendation, consider and approve Development Agreement for the proposed Dutch-style hydroponic green house to be known as Prairie Produce Farm.
 - G. Receive Plan Commission recommendation, consider and approve Right of Recovery and Funding Agreement between the Village of Pleasant Prairie and Eva Manor LLC for the extension of public water main on 22nd Avenue.
 - H. Consider and approve Declaration of Protective Covenants for Stateline 94 Corporate Park, Pleasant Prairie.
 - I. Consider and approve the Second Amendment to Purchase and Sale Agreement and First Amendment to Development Agreement between Village of Pleasant Prairie and Haribo of America Manufacturing, LLC.
 - J. Consider, approve and authorize the Village Administrator to approach DOT for the purchase of 1.650 acre vacant property located at 4420 104th Street.
 - K. Consider and approve the Vacant Land Offer to Purchase and Addendum A for the purchase of 72.066 acres known as Village Green consisting of parcel numbers: 92-4-122-234-0400, 92-4-122-234-0015, 92-4-122-234-0116, 92-4-122-234-0017 and 92-4-122-234-0119.
 - L. Presentation of the 2019 General Fund Budget.
 - M. Consider and approve the Pilot Agreement between American Eagle Pleasant Prairie LLC and the Village of Pleasant Prairie as it relates to the sale of Brookdale Senior Living facility.
 - N. Consider and approve Resolution #18-37 authorizing RBC Wealth Management to manage a portion of our Cash Reserves pursuant to our Investment Policy.
 - O. Consider and approve a new liquor license agent for Stateline Quik Shop.
8. Village Board Comments
9. Enter into Executive Session pursuant to §19.85(1)(e) Wis. Stats., to discuss, deliberate or negotiate the purchase of public property, invest of public funds, or conduct other specified public business, whenever competitive or bargaining reasons require a closed session.

Village Board Agenda
October 15, 2018

10. Return to Open Session.
11. Consider and approve the potential land transaction.
12. Adjournment.



Office of the Village Engineer
Matthew J. Fineour, P.E.

September 18, 2018

Property owners in the area of 91st Street extending south approximately 475 feet along 22nd Avenue in the Village of Pleasant Prairie:

RE: NOTICE FOR PUBLIC HEARING OCTOBER 15, 2018, 6:00 P.M. VILLAGE HALL

The Village Board will conduct a public hearing on **Monday, October 15, 2018 at 6:00 P.M.** in the Auditorium at the Village Hall, 9915 39th Avenue. This public hearing will be the last meeting to be held concerning the construction of public improvements for the construction of water main beginning at 91st Street extending south approximately 475 feet along 22nd Avenue in the Village of Pleasant Prairie. **PUBLIC HEARING OCTOBER 15, 2018, 6:00 P.M. VILLAGE HALL**

This is the residents' opportunity to comment on the proposed project, prior to the Village Board making their decision to levy a special assessment to construct the public improvements for the construction of water main beginning at 91st Street extending south approximately 475 feet along 22nd Avenue, in the Village of Pleasant Prairie. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of public hearing.

If you have any further questions or require an additional information, please call the Village Engineer, Matthew J. Fineour, P.E. at 262.948.8951.

A handwritten signature in black ink, appearing to read "Matthew J. Fineour".

Matthew J. Fineour, P.E.
Village Engineer

Enclosures

MJF/mmy

SPECIAL ASSESSMENT REPORT

EVA MANOR DEVELOPMENT-22nd AVENUE PUBLIC WATER MAIN

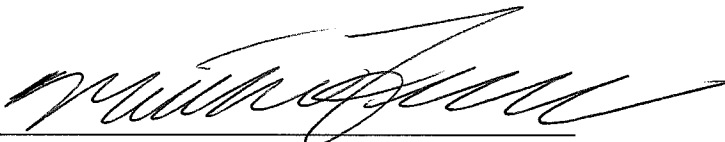
In accordance with the Preliminary Resolution (No.18-29) of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on September 17, 2018 with respect to special assessments and right-of-recovery to be levied on properties benefited by the public water main project, the undersigned reports as follows:

1. Plans. Attached, as Schedule A, final plans for the improvements described above;
2. Cost of Improvements / Right-of-Recovery and Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements, right-of-recovery and special assessment rate calculation;
3. Schedule of Proposed Right-of-Recovery and Special Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
4. The new improvements include water main and related appurtenances. The improvements will provide public water supply and protect the public health and welfare of the citizens of the community;

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

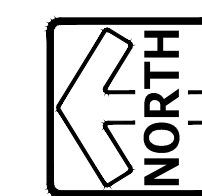
- The assessment for the water main was based on a front footage for those benefitting;

Dated this 18th day of September, 2018.



Matthew J. Fineour, P.E., Village Engineer

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC



GRAPHICAL SCALE (FEET)
0 1" = 20' 40'

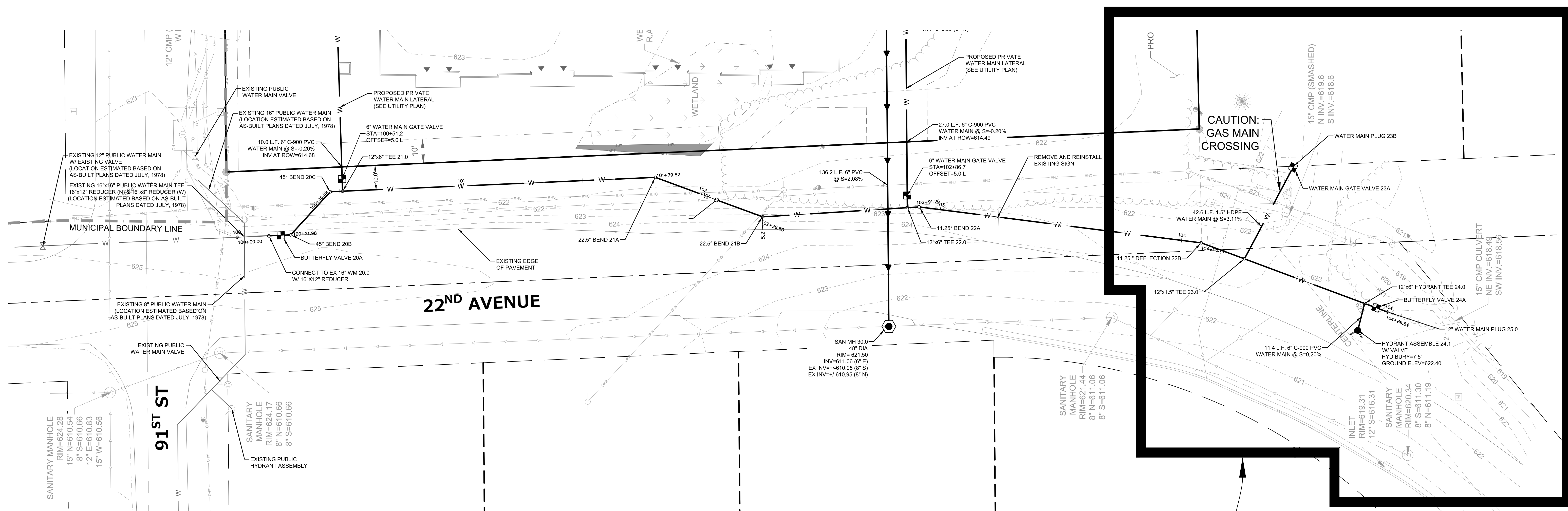
SCHEDULE A

EXISTING CONDITIONS SURVEY:

EXISTING CONDITIONS SURVEY PROVIDED BY PINNACLE ENGINEERING GROUP. ALTHOUGH PEG HAS NO REASON TO BELIEVE THE SURVEY IS ACCURATE, PEG MAKES NO WARRANTIES THAT EXISTING INFORMATION CONTAINED WITHIN THESE PLANS IS ALL-INCLUSIVE OR ACCURATE. CONTRACTOR SHALL UNDERTAKE NECESSARY EFFORTS TO VERIFY THE EXISTING CONDITIONS PRIOR TO THE START OF MATERIAL PROCUREMENT AND CONSTRUCTION EFFORTS/ACTIVITIES.

WATER MAIN SPECIFICATIONS:

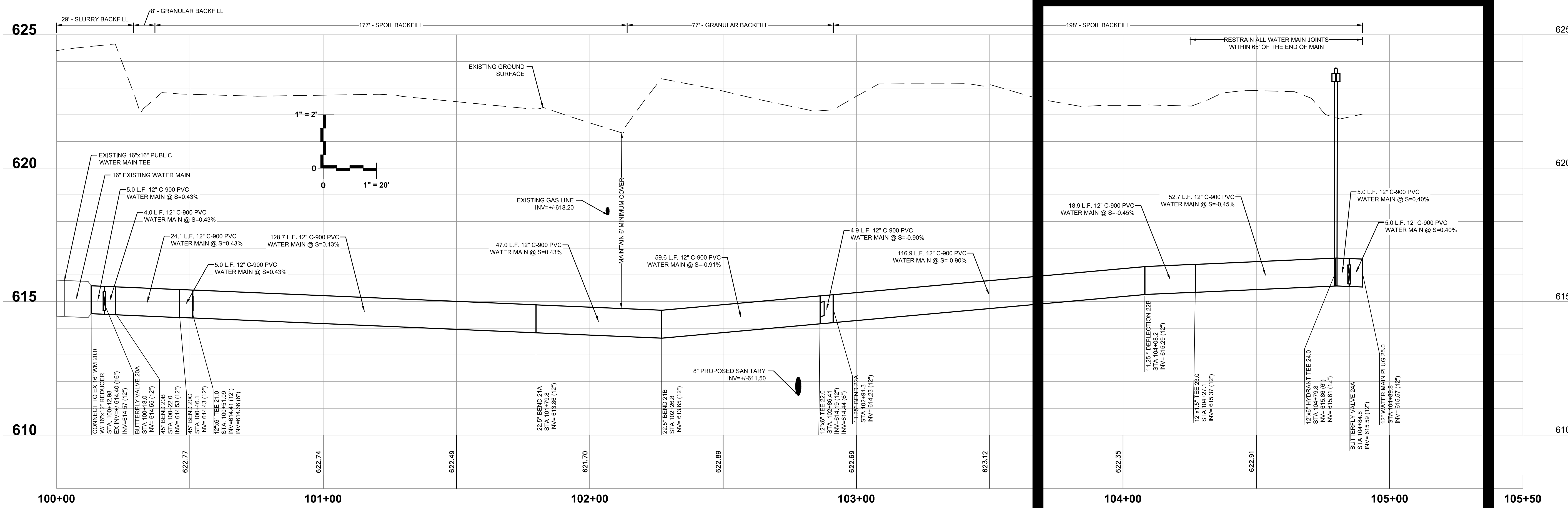
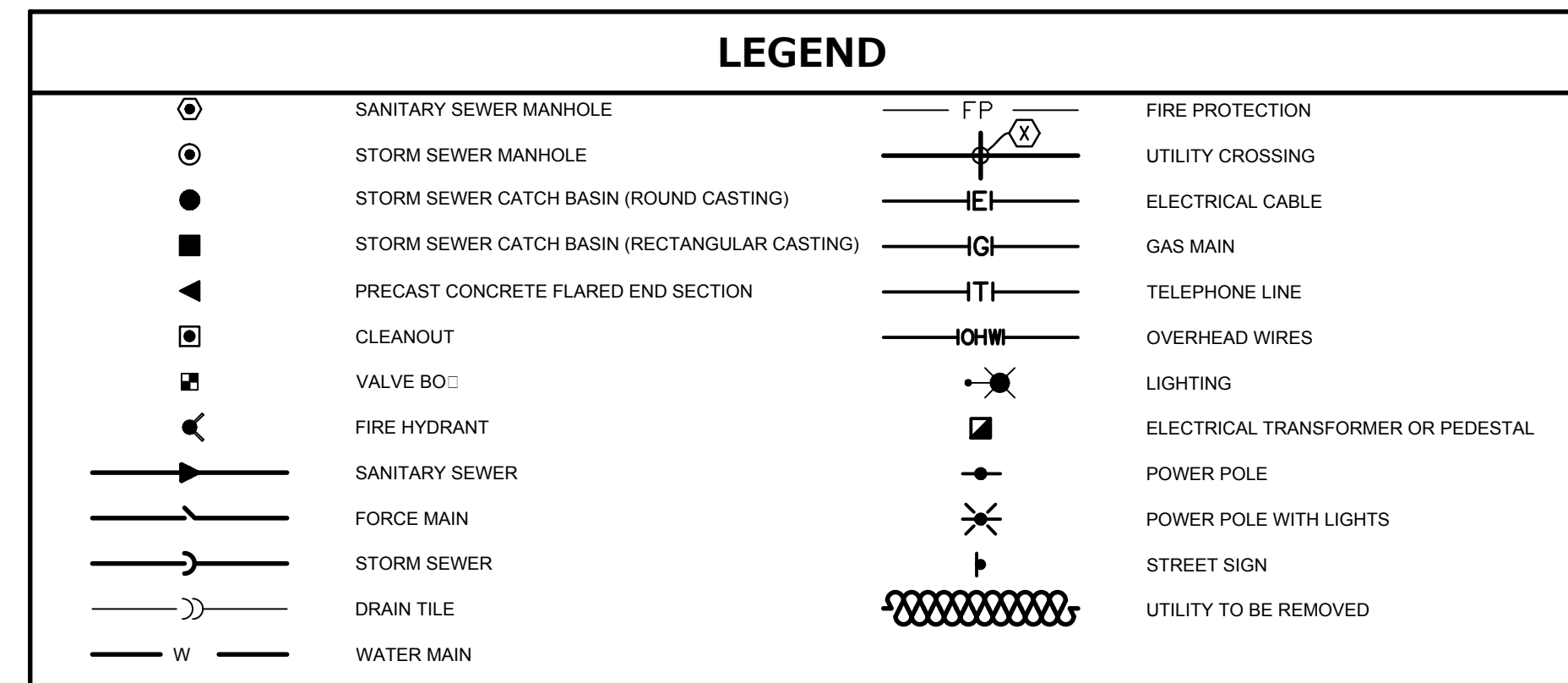
PUBLIC WATER MAIN EXTENSION WILL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (6TH EDITION WITH ADDENDUMS 1 & 2), VILLAGE OF PLEASANT PRAIRIE STANDARD WATER MAIN SPECIFICATIONS, AND NR811.



PRIVATE WATERMAIN AND FIRE DEPARTMENT CONNECTIONS SHOWN FOR PHYSICAL CONSTRUCTION ONLY. SIZING PROVIDED BY BLAIR FIRE PROTECTION. STATE/LOCAL APPROVALS SHALL BE OBTAINED BY LICENSED FIRE PROTECTION DESIGNER.

BACKFILL SPECIFICATIONS:
-SLURRY BACKFILL WITHIN 5' OF THE EDGE OF PAVEMENT
-GRANULAR BACKFILL FROM 5' OFF THE EDGE OF PAVEMENT TO WITHIN A 1:1 SLOPE OF THE SHOULDER
-EXCAVATED MATERIAL (SPILO) BACKFILL BEYOND 1:1 SLOPE OFF OF THE SHOULDER

WORK DONE BY VILLAGE OF PLEASANT PRAIRIE SEPARATE FROM EVA MANOR MULTIFAMILY



FOR CONSTRUCTION
www.pinnacle-engr.com

SCHEDULE B
COST OF IMPROVEMENTS / ASSESSMENT METHOD & RATE CALCULATION
EVA MANOR – 22ND AVENUE PUBLIC MAIN PROJECT
VILLAGE OF PLEASANT PRAIRIE

1. The water main Developer Right-of-Recovery and Village Special Assessment is based on lot frontage of benefited properties.
2. The linear foot cost is calculated as the total project cost divided by the total water main length. This cost was then divided in half to account for both sides of the road. The size of the water main being constructed is 12-inches in diameter. The water main cost was reduced to represent an 8-inch main equivalent cost for the assessment. Water services are not included in the 8-inch water main cost and are accounted for separately in the assessment schedule.
3. The front-footage assessment rate is applied to each benefited property. The “frontage” is the lot dimension abutting the public right-of-way of each benefited property. The following considerations were made.
 - 93-4-123-183-0410 (9145 22nd Avenue): Due to the configuration of this lot, the lot frontage was calculated by measuring the distance between the two adjacent lot corners along 22nd Avenue, as depicted on the Special Assessment Map.
4. Corner lot credits, if applicable, are determined by adding the length of the property along each right-of-way, then subtracting 132-feet. The net result is the assessable front footage. If the length of the property along any right-of-way is not 132 feet long, then the shorter of the two is subtracted from the front footage and the remaining frontage becomes the net assessable frontage.
 - Parcel 91-4-122-134-0105 (9136 22nd Avenue), was provided a corner lot credit. A corner lot credit was provided for this lot due to the irregular lot configuration on the curved road that transitions from 22nd Avenue to Springbrook Road.

Assessment Rate Calculation-(Frontage Assessment)

Total project cost (12-inch water main):	= \$72,250
Total estimated project cost (8-inch equivalent):	=\$65,650
Total length of water main:	= 478
Cost per linear foot of water main:	= \$137.34 per linear foot
Cost per Assessable front footage:	= \$137.34 / 2 =\$68.67 / front foot
Water Main Assessment Rate:	= \$68.67 per assessable front footage
Number of Laterals:	= 1
Water Service Lateral Assessment:	= \$3,510.00 per lateral

See attached project cost.

- Note: Final Assessment Bills will be based on actual costs.

Cost Estimate

Proj Name: Eva Manor / 22nd Ave Water Main Extension

Project No. None
Date: 9.10.18

<u>No.</u>	<u>Qty</u>	<u>Units</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
	16	LF	12-inch PVC Water Main (Slurry Backfill)	\$190	\$3,040
	120	LF	12-inch PVC Water Main (Granular Backfill)	\$120	\$14,400
	342	LF	12-inch PVC Water Main (Spoil Backfill)	\$80	\$27,360
	2	EA	Butterfly Valves (12")	\$2,000	\$4,000
	1	EA	Hydrant Assembly	\$7,000	\$7,000
	1	LS	Connection to Existing Main	\$2,000	\$2,000

Subtotal Main: \$57,800
 Contingency: 10% \$5,780
 Eng / CRS: 15% \$8,670
\$72,250

	43	LF	1.5-inch Water Service	\$70.00	\$3,010
	1	Each	b-box	\$500.00	\$500

Subtotal Lateral: \$3,510

Total: \$61,310

COST REDUCTION (8-INCH MAIN EQUIVALENT)

<u>No.</u>	<u>Qty</u>	<u>Units</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
	16	LF	8-inch PVC Water Main (Slurry Backfill)	\$180	\$2,880
	120	LF	8-inch PVC Water Main (Granular Backfill)	\$110	\$13,200
	342	LF	8-inch PVC Water Main (Spoil Backfill)	\$70	\$23,940
	2	EA	Valves (8")	\$1,750	\$3,500
	1	EA	Hydrant Assembly	\$7,000	\$7,000
	1	LS	Connection to Existing Main	\$2,000	\$2,000

Subtotal: \$52,520
 Contingency: 10% \$5,252
 Eng / CRS: 15% \$7,878
\$65,650

Main Length: 478
 Assessable Cost \$65,650
 Cost per linear foot \$137.34
 Assessment \$/FT \$68.67

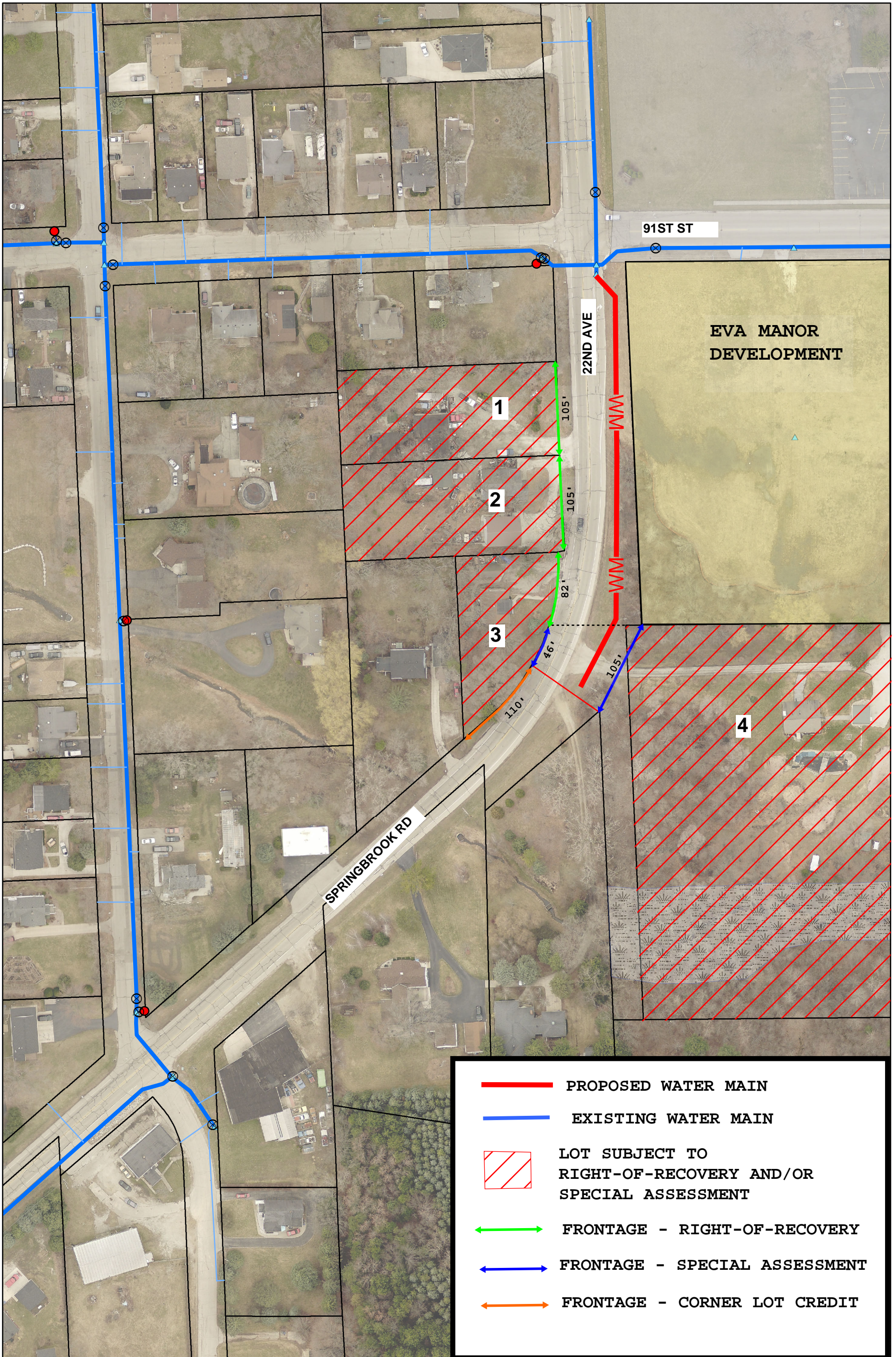
Village of Pleasant Prairie

Engineering Department
 Pleasant Prairie, WI

Right of Recovery / Assessment Schedule
22ND AVE WATER MAIN EXTENSION / EVA MANOR DEVELOPMENT
Village of Pleasant Prairie
Schedule C

Water Main Right of Recovery Rate: \$ / ft \$68.67

ASSESSED PARCEL		DEVELOPER RIGHT-OF-RECOVERY		VILLAGE SPECIAL ASSESSMENT				TOTAL SUMMARY					Mail to Address
Parcel	Property Owner and Parcel No.	(Water Main) Front Footage	(Water Main) Assessment	(Water Main) Front Footage	(Water Main) Assessment	No. of Laterals	Lateral Assessment	Total Right-of-Recovery (Developer)	Total Village Special Assessment	Net Benefit	Damages Awarded	Total Assessment (ROC + Village Assessment)	
1	STEPHEN L. RACK 9118 22ND AVE PLEASANT PRAIRIE, WI 53158 91-4-122-134-0095	105.00	\$7,210.35	0	\$0.00	0	\$0.00	\$7,210.35	\$0.00	\$7,210.35	\$0.00	\$7,210.35	91-4-122-134-0095 STEPHEN L RACK 9118 22ND AVENUE PLEASANT PRAIRIE, WI 53158
2	STEPHEN L. RACK 9122 22ND AVE PLEASANT PRAIRIE, WI 53158 92-4-122-134-0100	105.00	\$7,210.35	0	\$0.00	0	\$0.00	\$7,210.35	\$0.00	\$7,210.35	\$0.00	\$7,210.35	91-4-122-134-0100 STEPHEN L RACK 9122 22ND AVENUE PLEASANT PRAIRIE, WI 53158
3	TYLER J BRAUN 9136 22ND AVE PLEASANT PRAIRIE, WI 53158 91-4-122-134-0105	82.00	\$5,630.94	46	\$3,158.82	0	\$0.00	\$5,630.94	\$3,158.82	\$8,789.76	\$0.00	\$8,789.76	91-4-122-134-0105 TYLER J BRAUN AMER L BRAUN 11620 208TH AVENUE BRISTOL, WI 53104
4	ALLEN MULLINS 9145 22ND AVE PLEASANT PRAIRIE, WI 53158 93-4-123-183-0410	0.00	\$0.00	105	\$7,210.35	1	\$3,510.00	\$0.00	\$10,720.35	\$10,720.35	\$0.00	\$10,720.35	93-4-123-183-0410 ALLEN MULLINS VIRGINIA MULLINS 9145 22ND AVENUE PLEASANT PRAIRIE, WI 53158
		292.00	\$20,051.64	151	\$10,369.17	1	\$ 3,510.00	\$20,051.64	\$13,879.17	\$33,930.81	\$0.00	\$33,930.81	



**EVA MANOR DEVELOPMENT
WATER MAIN EXTENSION
RIGHT-OF-RECOVERY / SPECIAL ASSESSMENT MAP**

0 100 200 Feet



1 inch = 100 feet





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

We, the undersigned, being the Owners
of lands commonly known and
designated as:

Return to:

Village of Pleasant Prairie
Engineering Department
9915 39th Avenue
Pleasant Prairie, WI 53158

Tax Parcel Number:

93-4-123-183-0410

LEGAL DESCRIPTION: Part of the Southwest Quarter of the Southwest Quarter of Section 18, Town 1 North, Range 23 East of the Fourth Principle Meridian, more particularly described as follows to-wit: Commencing at a point which is 434 feet North of the Southwest Corner of said Southwest One Quarter Section and is 33 feet East of the West line of said On Quarter Section; thence North a distance of 434 feet; thence East parallel to the South line of said Quarter Section a distance of 368.4 feet; thence South parallel to the West line of said Quarter Section a distance of 434 feet; thence West parallel to the South line of said Quarter Section a distance of 368.4 feet and to the place of beginning, lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

In consideration of the construction by the Village of Pleasant Prairie, Wisconsin, of the following proposed public water improvements we, the undersigned, hereby admit that this improvement will specifically benefit said property located in the Village of Pleasant Prairie and consent to the levying of special assessments for the cost of this improvement against our premise under Section 66.0703 of the Wisconsin Statutes. We hereby agree that:

A fair share cost of the total cost of acquisition for the water system and all incidental expenses incurred in connection therewith, including future maintenance and operational charges, interest and such other assessments or charges as may be levied by the Village to complete the installation, financing, maintenance and debt retirement of this system, including, but in no way limited thereto, the necessary prorated cost incurred in bringing water service to the land herein described.

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

ASSESSABLE FRONTAGE: 105 feet at \$68.67 per foot* = \$7,210.35

WATER LATERAL FEE: \$3510.00 per lateral for 1 laterals = \$3,510.00

TOTAL ASSESSMENT: \$ *10,720.35

*The figures above are based on current preliminary cost estimates and may be adjusted based final project estimated for the Engineer's Report of Special Assessments and final project costs. The final billed assessment will be based on actual construction costs.

This waiver shall be construed as a covenant running with the land embraced herein and shall be binding upon the Owners, their successors and assigns, and successors in-title.

WE FURTHER certify that the undersigned constitutes the record Owners of the lands commonly known as the above-mentioned tax parcel number.

Dated this 13th day of September, 2018.

OWNER:

Allen Mullins
Allen Mullins

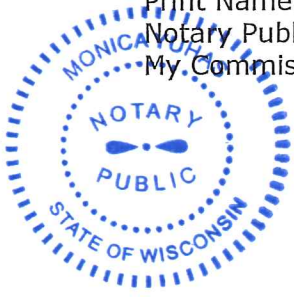
Virginia Mullins
Virginia Mullins

STATE OF WISCONSIN)
COUNTY OF KENOSHA)

This instrument was acknowledged and signed before me in Pleasant Prairie, WI on September 13, 2018, by **Allen and Virginia Mullins owners of said property.**

Monica Yuhas

Print Name: Monica Yuhas
Notary Public, Kenosha County, Wisconsin
My Commission Expires: May 29, 2020



This instrument was drafted by:
Matthew J. Fineour
Village Engineer
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

RESOLUTION #18-33

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION
OF PUBLIC IMPROVEMENTS AND LEVYING
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTIES
FOR THE CONSTRUCTION OF A 12-INCH WATER MAIN AND
APPURTENANCES BEGINNING AT 91ST STREET EXTENDING SOUTH
APPROXIMATELY 475 FEET ALONG 22ND AVENUE, IN THE VILLAGE OF
PLEASANT PRAIRIE.**

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 17th day of September, 2018, adopted a Preliminary Resolution #18-29 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of the 22nd Avenue Water Main Extension. The project generally consists of a 12-inch water main and appurtenances beginning at 91st Street extending south approximately 475 feet along 22nd Avenue in the Village of Pleasant Prairie.

WHEREAS, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 15^h day of October, 2018 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

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

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

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$33,930.81. The amount assessed against each of the affected properties is listed on Schedule C.

4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
5. Right-of-Recovery Assessment: The Right-of-Recovery Assessments are subject to the Right-of-Recovery and Funding Agreement between the Village of Pleasant Prairie and Eva Manor LLC, for the public water main extension in 22nd Avenue. The property owners may defer payment of the right-of-recovery assessment until the property connects to the municipal water system or as a pre-condition of a land division approval. At the time the property owner connects to the municipal water system or the property is subdivided, the entire assessment shall become due and payable. After the right of recovery date obligation has expired per Funding Agreement between the Village of Pleasant Prairie and Eva Manor LLC, any right-of-recovery assessment still rightfully deferred and unpaid shall be deemed to have been paid.
6. Village Assessments: The property owners may defer payment of the Village special assessment for the municipal water main improvements until connection is made to their property, at such time the property is subdivided and/or at such time a building permit is issued. At the time the property owner connects to the municipal water system, the property is subdivided and/or a building permit is issued, the entire assessment shall become due and payable.
7. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 15th day of October, 2018.

VILLAGE OF PLEASANT PRAIRIE

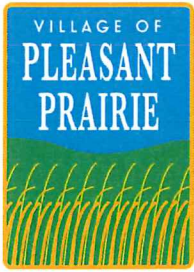
John P. Steinbrink, Village President

Attest:

Jane C. Snell, Village Clerk

Date Adopted:

Published:



Office of the Village Engineer
Matthew J. Fineour, P.E.

September 18, 2018

Property owners in the area of 28th Avenue within 360 feet of 104th Street in the Village of Pleasant Prairie:

RE: NOTICE FOR PUBLIC HEARING OCTOBER 15, 2018, 6:00 P.M. VILLAGE HALL

The Village Board will conduct a public hearing on **Monday, October 15, 2018 at 6:00 P.M.** in the Auditorium at the Village Hall, 9915 39th Avenue. This public hearing will be the last meeting to be held concerning the construction of public improvements for the construction of water main beginning at 104th Street and extending north approximately 360 feet along 28th Avenue in the Village of Pleasant Prairie. **PUBLIC HEARING OCTOBER 15, 2018, 6:00 P.M. VILLAGE HALL**

This is the residents' opportunity to comment on the proposed project, prior to the Village Board making their decision to levy a special assessment to construct the public improvements for the construction of water main beginning at 104th Street and extending north approximately 360 feet along 28th Avenue, in the Village of Pleasant Prairie. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of public hearing.

If you have any further questions or require an additional information, please call the Village Engineer, Matthew J. Fineour, P.E. at 262.948.8951.

Matthew J. Fineour, P.E.
Village Engineer

Enclosures

MJF/mmy

ASSESSMENT REPORT

28TH AVENUE WATER MAIN EXTENSION PROJECT PROJECT NO. E-17-005

In accordance with the Preliminary Resolution (No.18-25) of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on August 6, 2018 with respect to special assessments to be levied on properties benefited by the 28th Avenue Water Main Extension project, the undersigned reports as follows:

1. Plans. Attached, as Schedule A, final plans for the improvements described above;
2. Cost of Improvements / Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements, and the assessment rate calculation;
3. Schedule of Proposed Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
4. The new improvements include water main and related appurtenances. The improvements will provide public water supply and protect the public health and welfare of the citizens of the community;

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

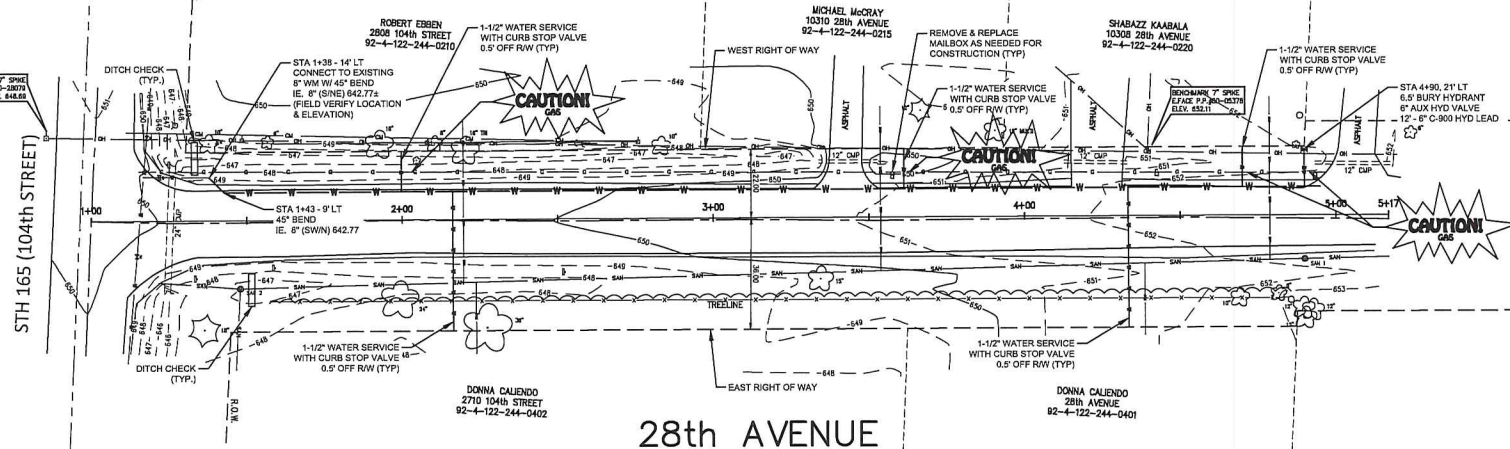
- The assessment for the water main was based on a front footage for those benefitting;

Dated this 18th day of September, 2018.



Matthew J. Fineour, P.E., Village Engineer

SCHEDULE A - PLANS

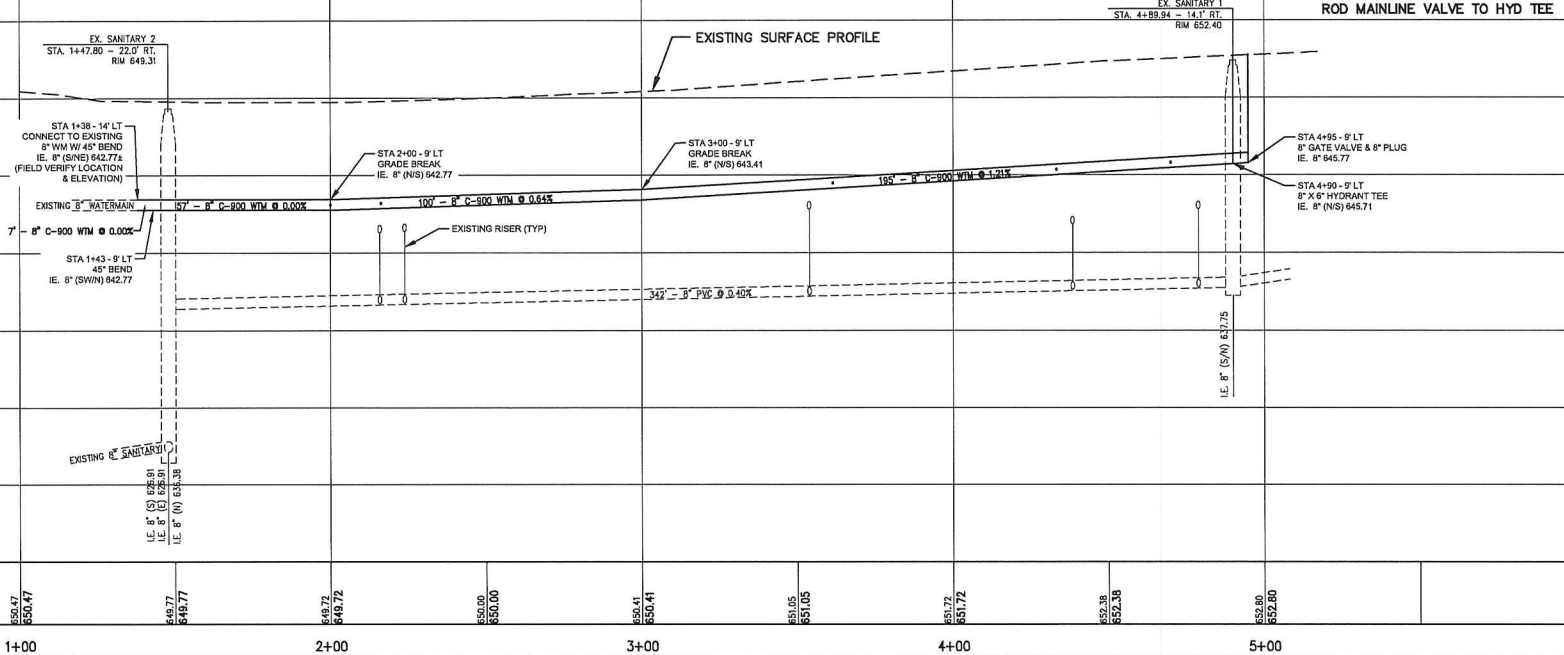


28th AVENUE

SCALE:
VERT. 1"=4'
HORIZ. 1"=20'

GRANULAR BACKFILL

RESTRAIN ALL WATER MAIN JOINTS BEYOND STA 4+50 ROD MAINLINE VALVE TO HYD TEE



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd, Suite 200, Racine, WI, 53406
Tele: (262)634-5588 Website: www.nmbcc.net

28th AVENUE WATERMAIN
EXTENSION
PLAN & PROFILE
STA. 1+00.00 - 5+17.00
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	DATE

PROJ. MGR: MDE
DRAFTED: JWB
DATE: 4-28-18
CHECKED: MDE
DATE: 4-25-18

2017.0260.01

SHEET
C-2

Library, May 01, 2018 11:22:24 AM 2017.0260.01.dwg

SCHEDULE B
COST OF IMPROVEMENTS / ASSESSMENT METHOD & RATE CALCULATION
28TH AVENUE WATER MAIN EXTENSION PROJECT
VILLAGE OF PLEASANT PRAIRIE

1. The water main assessment is based on lot frontage of benefited properties.
2. The linear foot cost is calculated as the total project cost divided by the total water main length. This cost was then divided in half to account for both sides of the road.
3. The front-footage assessment rate is applied to each benefited property. The “frontage” is the lot dimension abutting the public right-of-way of each benefited property.
4. Exempted Costs:
 - Roadway restoration costs were exempted and will be paid for through the annual paving program funding.
5. Considerations:
 - 92-4-122-244-0401: The lot frontage along 28th Avenue was previously assessed (assessment paid) as part of the 104th Street water main installation, prior to the CSM 2836 lot split. This lot is being assessed for 1-new water lateral.
 - 92-4-122-244-0402: The lot frontage along 28th Avenue was previously assessed (assessment paid) as part of the 104th Street water main installation. The lot was also assessed for 1-lateral (assessment paid) which is located along 104th Street. The lot currently is not connected to the municipal water system. Future connection to the municipal water system will be required to be off 28th Avenue. As part of this project, a new lateral will be installed off 28th Avenue, and the Village will abandon the unused lateral located on 104th Street.
 - 92-4-122-244-0210: The lot frontage along 28TH Avenue was previously assessed for water main (only) as part of the 104th Street water main installation. No previous assessment for a water lateral was levied. The lot currently is not connected to the municipal water system and does not have a water lateral. Future connection to the water system is to be made off 28th Avenue. The lot is currently being assessed for one water lateral, which will be installed off the proposed water main.

Assessment Rate Calculation-(Frontage Assessment)

Total estimated assessable project cost (Water Main):	= \$70,629
Total assessable length of water main:	= 718 linear feet
Water Main Assessment Rate (front footage):	= \$98.37 / ft
Cost per water lateral:	= \$2,435 per lateral

Assessments will be deferred until connection is made to the property, at such time the property is subdivided and/or at such time a building permit is issued. At the time the property owner connects to the municipal water system, the property is subdivided and/or a building permit is issued, the entire assessment shall become due and payable.

Note: Final Assessment Bills will be based on actual costs.

Schedule B - Cost Estimate

Proj Name: 28th Avenue Water Main Extension

Project No. E-17-005
Date: 9.12.18

Water Main

<u>No.</u>	<u>Qty</u>	<u>Units</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
1	359	LF	8" Water Main	\$125	\$44,875
2	1	EACH	8" Gate Valve and Box	\$1,750	\$1,750
3	1	EACH	Hydrant	\$4,500	\$4,500
4	12	LF	6" Hydrant Lead	\$100	\$1,200
5	1	EACH	6" Auxiliary Hydrant Valve & Box	\$1,400	\$1,400
6	1	LS	Construction Staking	\$600	\$600
7	390	LF	Road Restoration	\$30	\$11,700

Subtotal:	\$66,025
Credit (Road Restoration)	(\$11,700)
Eng / CRS: 15%	\$9,904
	<u>\$64,229</u>
10% Contingencies	\$6,400
Total:	\$70,629
Assessible Length:	718
Assessment Rate (\$/ft):	<u>\$98.37</u>

Water Service

<u>No.</u>	<u>Qty</u>	<u>Units</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
8	129	LF	1-1/2" PE Water Service	\$75	\$9,675
9	5	EACH	1-1/2" Water Service Fittings	\$500.00	\$2,500

Subtotal:	<u>\$12,175</u>
Total:	\$12,175
Number of Laterals:	5
Cost per Lateral:	<u>\$2,435</u>






Village of Pleasant Prairie

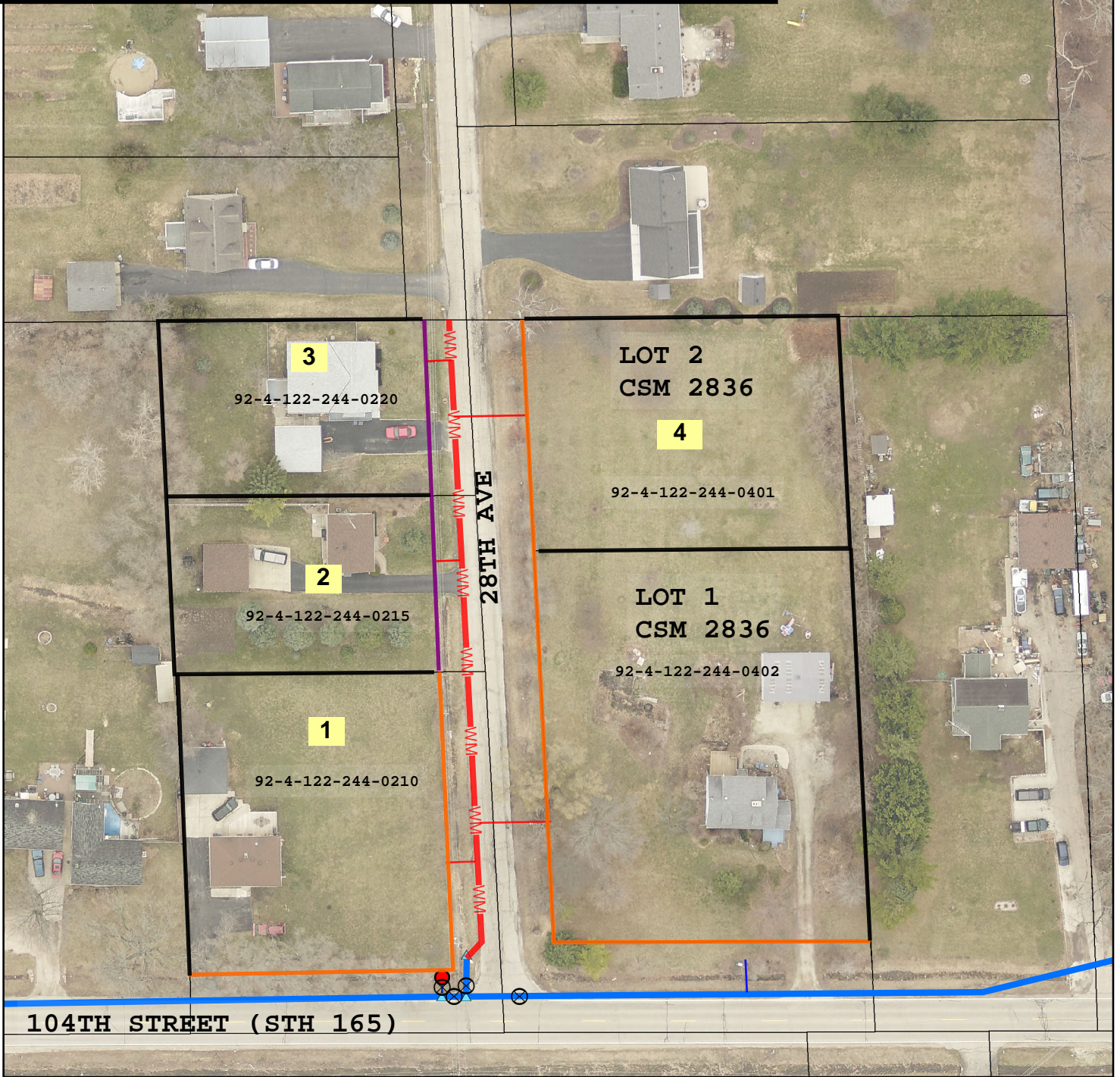
Engineering Department
Pleasant Prairie, WI

Schedule C - Assessment Schedule
28TH AVENUE WATER MAIN
Village of Pleasant Prairie

Water Main Assessment Rate: \$ / ft \$98.37

Parcel	Property Owner and Parcel No.	Assessed Front Footage (Water Main)	Water Main Assessment	No. of Laterals	Lateral Assessment	Assessment Total	Net Benefit	Damages Awarded	Total Assessment
1	ROBERT M EBBEN 10406 22ND AVE PLEASANT PRAIRIE, WI 53158 92-4-122-244-0210	0.00	\$ -	1.00	\$ 2,435.00	\$ 2,435.00	\$ 2,435.00	\$0.00	\$ 2,435.00
2	MICHAEL A MCCRARY JEANINE R MCCRARY 10310 28TH AVE PLEASANT PRAIRIE, WI 53158 92-4-122-244-0215	90.00	\$ 8,853.30	1.00	\$ 2,435.00	\$ 11,288.30	\$ 11,288.30	\$0.00	\$ 11,288.30
3	KAABALA SHABAZZ ADAM M STENSHAUG 10308 28TH AVE PLEASANT PRAIRIE, WI 53158 92-4-122-244-0220	100.00	\$ 9,837.00	1.00	\$ 2,435.00	\$ 12,272.00	\$ 12,272.00	\$0.00	\$ 12,272.00
4	DONNA S CALIENDO 2710 104TH ST PLEASANT PRAIRIE, WI 53158 92-4-122-244-0401	0.00	\$ -	1.00	\$ 2,435.00	\$ 2,435.00	\$ 2,435.00	\$0.00	\$ 2,435.00
		190.00	\$ 18,690.30	4.00	\$ 9,740.00	\$28,430.30	\$28,430.30	\$0.00	\$ 28,430.30

-  EXISTING WATER MAIN
-  PROPOSED WATER MAIN
-  ASSESSED LOT
-  PREVIOUSLY ASSESSED FRONTAGE
-  PROPOSED ASSESSED FRONTAGE



28TH AVENUE WATER MAIN ASSESSMENT MAP

0 80 160 Feet



1 inch = 80 feet



RESOLUTION #18-34

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION
OF PUBLIC IMPROVEMENTS AND LEVYING
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTIES
FOR THE CONSTRUCTION OF A 8-INCH WATER MAIN AND APPURTENANCES
BEGINNING AT 104TH STREET EXTENDING NORTH APPROXIMATELY 360
FEET ALONG 28TH AVENUE, IN THE VILLAGE OF PLEASANT PRAIRIE.**

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 6th day of August, 2018, adopted a Preliminary Resolution #18-25 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of the 28th Avenue Water Main Extension. The project generally consists of a 8-inch water main and appurtenances beginning at 104th Street extending north approximately 360 feet along 28th Avenue in the Village of Pleasant Prairie.

WHEREAS, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 15th day of October, 2018 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

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

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

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$28,430.30. The amount assessed against each of the affected properties is listed on Schedule C.
4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

5. Deferred Assessments: The property owners may defer payment of the special assessment for the municipal water main improvements until connection is made to their property, at such time the property is subdivided and/or at such time a building permit is issued. At the time the property owner connects to the municipal water system, the property is subdivided and/or a building permit is issued, the entire assessment shall become due and payable.
6. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 15th day of October, 2018.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, Village President

Attest:

Jane C. Snell, Village Clerk

Date Adopted:

Published:

Consider **Resolution #18-36** to approve an address change for the property located at 9119 Cooper Road.

Recommendation: Plan Commission recommends that the Village Board approve the address change as presented in the October 15, 2018 Village Staff Report.

VILLAGE STAFF REPORT OF OCTOBER 15, 2018

Consider **Resolution #18-36** to approve an address change for the property located at 9119 Cooper Road.

The owners of the property located at 9119 Cooper Road (Tax Parcel Number 92-4-122-143-0044) are requesting that a second address be assigned to the 550 square foot home located on the north side of the property. The property has two homes on the property. The primary home that is located on the south side of the property was constructed in 1939 and the second home on the north side of the property was constructed in 1954. Both homes were legally constructed since at the time of construction since there were no zoning regulations in effect. The property is currently zoned R-4, Urban Single Family Residential District, which only allows for one living unit per property; therefore this home is considered a legal, non-conforming use.

The owners intend to maintain the second home on the property and are requesting a second address be assigned to the northern home to eliminate the problems they are having with deliveries and other persons trying to locate the current home. In addition since both homes are located on the same parcel with the same address, problems could be created for emergency response personnel.

On September 17, 2018 the Village Board adopted Resolution #18-31 to initiate the change of an official address in the Village pursuant to Article IV of the Village Ordinances.

Plan Commission recommends that the Village Board approve Resolution #18-36 and approve the address change of the of northern home from 9119 Copper Road to 9115 Cooper Road while the southern home will retain the address of 9119 Cooper Road. This change would become effective on November 1, 2018

DEV11806-006

**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES
RESOLUTION #18-36**

**RESOLUTION TO CHANGE OF THE OFFICIAL ADDRESSES OF PROPERTIES IN THE
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

WHEREAS, the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, pursuant to Article IV of the Village Ordinances may change the official address of a property; and

WHEREAS, on September 17, 2018, the Village initiated the change of the official of the property located at 9119 Cooper Road (Tax Parcel Number 92-4-122-143-0044) at the request of the property owner; and

WHEREAS, the property has two homes on the property, the primary home located on the south side of the property was constructed in 1939 and the second home on the north side of the property was constructed in 1954; and

WHEREAS, both homes were legally constructed since at the time of construction there were no zoning regulations in effect; however, the property is currently zoned R-4, Urban Single Family Residential District, which only allows for one living unit per property; therefore this home is considered a legal, non-conforming use; and

WHEREAS, the owners intend to maintain the second home on the property and have requested a second address be assigned to the northern home to eliminate the problems they are having with deliveries and other persons trying to locate the current home. In addition since both homes are located on the same parcel with the same address problems could create for emergency response personnel; and

WHEREAS, on September 27, 2018 the Village sent a notice to the property owners related to the proposed changes and that a Public Hearing was held on October 15, 2018 to discuss said changes; and

WHEREAS, on October 8, 2018, the Village Plan Commission recommended that the address of the of northern home be changed from 9119 Copper Road to 9115 Cooper Road while the southern home retain the address of 9119 Cooper Road; and

WHEREAS, the Village Board of Trustees conducted a Public Hearing on October 15, 2018 to consider said address changes.

NOW, THEREFORE, BE IT RESOLVED that the official street addresses for the northern home on Tax Parcel Number 92-4-122-143-0044) be changed from 9119 Copper Road to 9115 Cooper Road while the southern home on the same property retain the address of 9119 Cooper Road. Said changes shall be effective November 1, 2018.

Adopted this 15th day of October 2018.

VILLAGE OF PLEASANT PRAIRIE

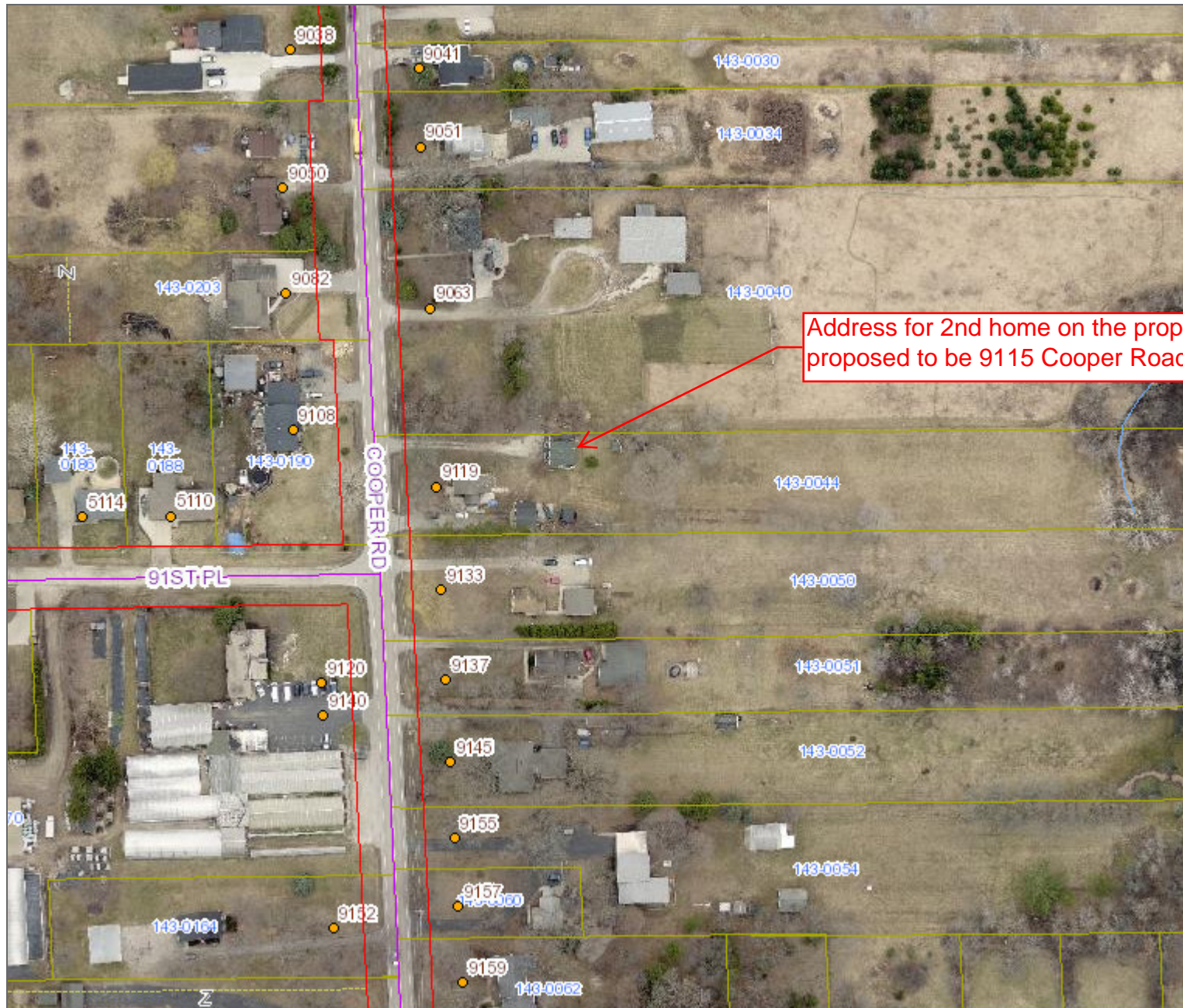
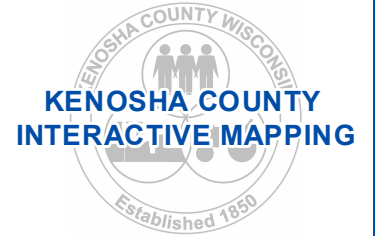
ATTEST:

Jane C. Snell
Village Clerk

John P. Steinbrink
Village President

Posted: _____
36-Final Address Change 9919 Cooper Rd
DEV1806-06

ADDRESS CHANGE



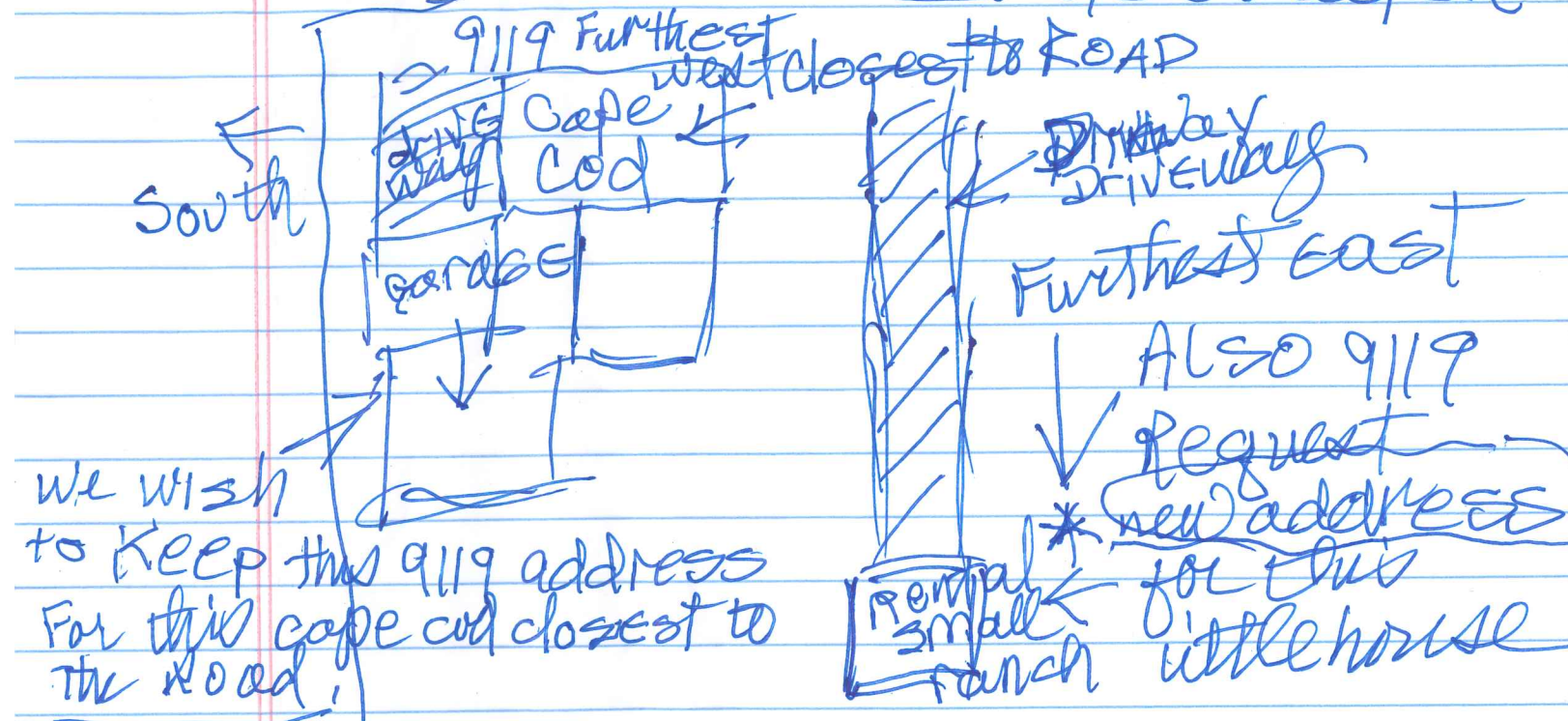
1 inch = 150 feet

DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Date Printed: 8/31/2018

From KENNETH and KATHIE JENNINGS
9063 COOPER ROAD - 53158

WE ARE REQUESTING A CHANGE OF ADDRESS
for a property we own at 9119 COOPER RD.
It is comprised of 2 houses on 2 acres.
Each house has its own driveway
Property is 99 Foot Frontage on Cooper Rd
West



There are constant problems for misdelivery of important packages, first class mail, food etc! please help us out.

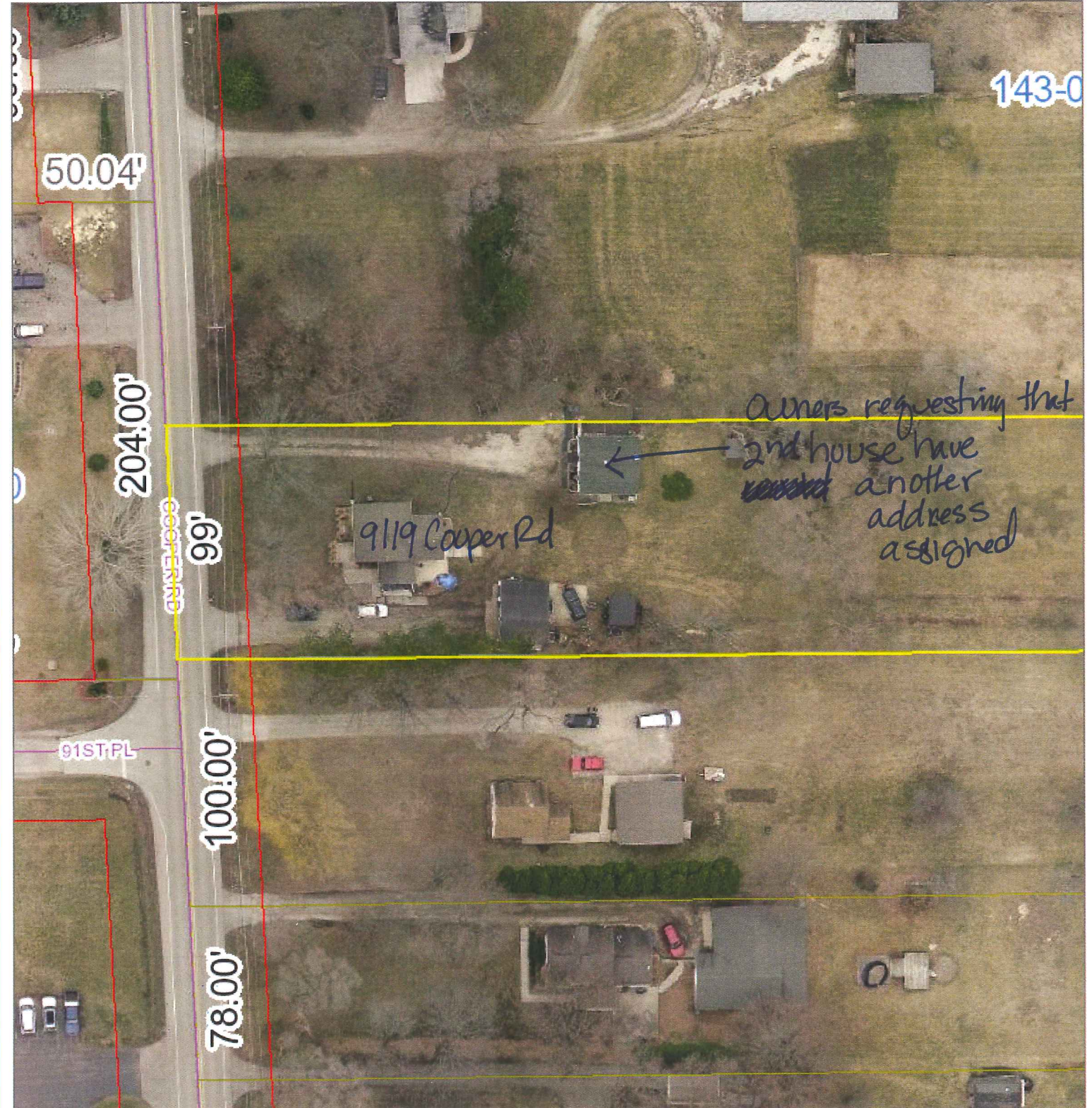
Kathie Jennings JENNINGS
262 496 2352
9063 Cooper Road
PL, Prairie, WI. 53158

RECEIVED

Aug 30 2018
~~Aug 25 2018~~

PLEASANT PRAIRIE

DEV1806-006



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

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-44)** for the request of Justin Mathis, on behalf of the property owner Luke Bosman related to the wetlands recently delineated on the vacant property generally located at the 7800 block of 128th Street: to correctly identify the field delineated wetlands on the Village 2035 Land Use Plan Map 9.9; and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Plan Commission approved Resolution #18-23 and recommended that the Village Board approve the **Comprehensive Plan Amendment** as presented in the October 15, 2018 Village Staff Report.

Consider approval of a **Zoning Map Amendment (Ord. #18-45)** for the request of Justin Mathis, on behalf of the property owner Luke Bosman to rezone the field delineated wetlands on the property generally located at the 7800 block of 128th Street into the C-1, Lowland Resource Conservancy District.

Plan Commission recommends that the Village Board to approve the **Zoning Map Amendment** as presented in the October 15, 2018 Village Staff Report.

VILLAGE STAFF REPORT OF OCTOBER 15, 2018

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-44)** for the request of Justin Mathis, on behalf of the property owner Luke Bosman related to the wetlands recently delineated on the vacant property generally located at the 7800 block of 128th Street: to correctly identify the field delineated wetlands on the Village 2035 Land Use Plan Map 9.9; and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Consider approval of a **Zoning Map Amendment (Ord. #18-45)** for the request of Justin Mathis, on behalf of the property owner Luke Bosman to rezone the field delineated wetlands on the property generally located at the 7800 block of 128th Street into the C-1, Lowland Resource Conservancy District.

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

The petitioner is requesting approval of amendments to the Village Comprehensive Plan and Zoning Map to reflect the field delineated wetlands on the property known as Lot 2 of CSM 2403 generally located in the 7800 block of 128th Street.

A wetland delineation was completed on the property by Stantec Consulting Services, Inc., and approved by the Wisconsin Department of Natural Resources (WI DNR) as indicated in the attached letter from the WI DNR dated May 8, 2018.

The field delineated wetland areas including the pond will be located within the Secondary Environmental Corridor with a field verified wetland land use designation on the Village 2035 Land Use Plan Map 9.9. The non-wetland areas will be located within the low-medium density residential with an urban reserve land use designation and the 100 year floodplain will remain unchanged.

The land use map and the zoning map are required to be consistent therefore, the same wetland and pond areas are proposed to be rezoned into the C-1, Lowland Resource Conservancy District. The non-wetland areas will located within the A-3, Limited Agricultural District and the location of the 100-year floodplain will remain unchanged.

RECOMMENDATIONS

Plan Commission recommends that the Village Board to approve the Comprehensive Plan Amendment as presented.

Plan Commission recommends that the Village Board to approve the Zoning Map Amendment as presented.

CODE1808-003
CODE1808-004

ORD. # 18-44

**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, hereby approves the following amendments to the Village 2035 Land Use Plan Map 9.9 on the property generally located at the 7800 block of 128th Street (Lot 2 of CSM 2403 and further identified as Tax Parcel Number 92-4-122-334-0302):

1. The field delineated wetlands and the pond area as shown and legally described on **Exhibit 1** are hereby placed within the Secondary Environmental Corridor with a field verified wetland land use designation. The non-wetland areas will be located within the low-medium density residential with an urban reserve land use designation and the 100 year floodplain will remain unchanged.
2. Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is being amended and updated to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

Adopted this 15th day of October 2018.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane C. Snell
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

Posted: _____

Ord #18 44

CODE1808-003

Proposed building field staked true size. Contractor to verify all dimensions before building by same and adhere to drainage plan in effect for this subdivision. Refer to a current title report for easements or restrictions which may affect the use of this site that are not shown on the recorded certified survey map.

tax key no.: 92-4-122-334-0302

* Verify exact number with Village Engineering Department

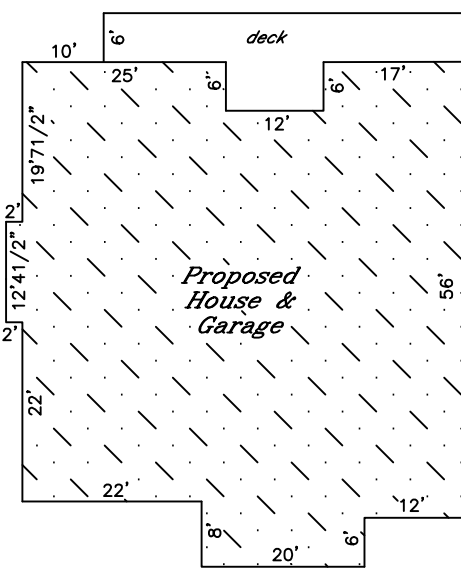
* outside finish grade = EL 680.50 (advisory only) - top of foundation = EL 681.17 (advisory only) unless otherwise determined in writing by Village Engineering Department

Scale
1" = 50'

lot area = 5.096 Acres

OHWM AS MARKED IN 2003 & AS SHOWN PLATTED PER C.S.M.

DETAIL
- NOT TO SCALE -



denotes iron pipe

Plat of Survey of
LOT 2 OF
CERTIFIED SURVEY MAP NO. 2403
in SE1/4 Section 33-1-22
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WIS.
-for-
Wausau Homes

J.K.R. SURVEYING, INC.
6121 22ND AVENUE
KENOSHA, WI 53143

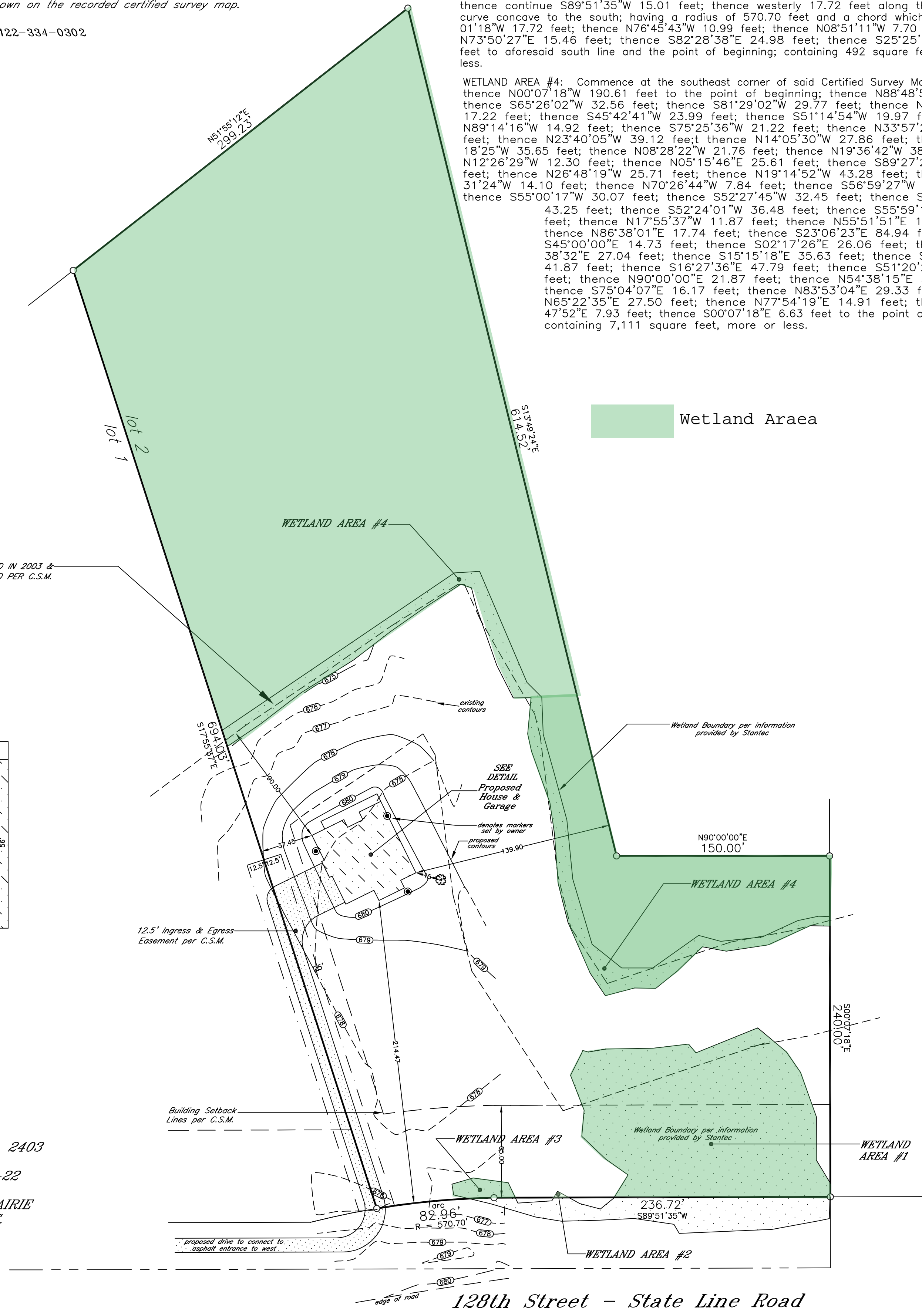
I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.

Reg. Land Surveyor
June 18, 2018
Revised 7/2/18
Revised 7/5/18
Revised 8/21/18

LEGAL DESCRIPTIONS FOR WETLAND AREAS: PRECEDE EACH WITH SAME PREAMBLE AS BELOW:

WETLAND AREA #3: Commence at the southeast corner of said Certified Survey Map No. 2403; thence S89°51'35"W along the south line thereof 221.71 feet to the point of beginning; thence continue S89°51'35"W 15.01 feet; thence westerly 17.72 feet along the arc of a curve concave to the south; having a radius of 570.70 feet and a chord which bears S88°01'18"W 17.72 feet; thence N76°45'43"W 10.99 feet; thence N08°51'11"W 7.70 feet; thence N73°50'27"E 15.46 feet; thence S82°28'38"E 24.98 feet; thence S25°25'10"E 11.64 feet to aforesaid south line and the point of beginning; containing 492 square feet, more or less.

WETLAND AREA #4: Commence at the southeast corner of said Certified Survey Map No. 2403; thence N00°07'18"W 190.61 feet to the point of beginning; thence N88°48'54"W 13.74; thence S65°26'02"W 32.56 feet; thence S81°29'02"W 29.77 feet; thence N79°39'46"W 17.22 feet; thence S45°42'41"W 23.99 feet; thence S51°14'54"W 19.97 feet; thence N89°14'16"W 14.92 feet; thence S75°25'36"W 21.22 feet; thence N33°57'20"W 19.08 feet; thence N23°40'05"W 39.12 feet; thence N14°05'30"W 27.86 feet; thence N04°18'25"W 35.65 feet; thence N08°28'22"W 21.76 feet; thence N19°36'42"W 38.66; thence N12°26'29"W 12.30 feet; thence N05°15'46"E 25.61 feet; thence S89°27'27"W 12.58 feet; thence N26°48'19"W 25.71 feet; thence N19°14'52"W 43.28 feet; thence N14°31'24"W 14.10 feet; thence N70°26'44"W 7.84 feet; thence S56°59'27"W 30.08 feet; thence S55°00'17"W 30.07 feet; thence S52°27'45"W 32.45 feet; thence S58°04'28"W 43.25 feet; thence S52°24'01"W 36.48 feet; thence S55°59'12"W 28.07 feet; thence N17°55'37"W 11.87 feet; thence N55°51'51"E 197.56 feet; thence N86°38'01"E 17.74 feet; thence S23°06'23"E 84.94 feet; thence S45°00'00"E 14.73 feet; thence S02°17'26"E 26.06 feet; thence S15°38'32"E 27.04 feet; thence S15°15'18"E 35.63 feet; thence S05°42'38"E 41.87 feet; thence S16°27'36"E 47.79 feet; thence S51°20'25"E 26.68 feet; thence N90°00'00"E 21.87 feet; thence N54°38'15"E 39.60 feet; thence S75°04'07"E 16.17 feet; thence N83°53'04"E 29.33 feet; thence N65°22'35"E 27.50 feet; thence N77°54'19"E 14.91 feet; thence S87°47'52"E 7.93 feet; thence S00°07'18"E 6.63 feet to the point of beginning; containing 7,111 square feet, more or less.



LEGAL DESCRIPTIONS OF WETLAND AREAS: PRECEDE EACH DESCRIPTION WITH THIS PREAMBLE: Part of Lot 2 of Certified Survey Map No. 2403, a plat recorded in the Kenosha County Land Registry on March 1, 2004, as Document No. 1376075; lying and being in part of the Southeast Quarter of Section 33, Town 1 North, Range 22 East of the Fourth Principal Meridian; being in the Village of Pleasant Prairie, Kenosha County, Wisconsin and being more particularly described as:

WETLAND AREA #1: Begin at the southeast corner of said Certified Survey Map No. 2403; thence S89°51'35"W along the south line of said certified survey map, 152.13 feet; thence N31°45'43"E 18.65 feet thence N54°56'19"W 19.16 feet; thence N46°19'08"W 23.39 feet; thence N05°06'36"E 18.46 feet; thence N21°20'53"W 26.27 feet; thence N26°32'46"E 17.63 feet; thence N22°22'02"E 1.88 feet; thence S14°20'42"E 3.99 feet; thence N80°12'50"E 12.44 feet; thence N89°04'33"E 33.26 feet; thence N83°16'22"E 25.28 feet; thence S39°42'44"E 8.07 feet; thence N67°56'30"E 46.93 feet; thence S49°59'56"E 26.26 feet; thence S34°42'24"E 17.47 feet; thence S19°44'25"E 33.53 feet; thence S00°18'31"W 30.27 feet; thence S31°26'37"E 18.92 feet; thence S00°07'18"E 9.75 feet to the southeast corner of aforesaid Certified Survey Map No. 2403 and the point of beginning; containing 16,650 square feet, more or less.

WETLAND AREA #2: Commence at the southeast corner of said Certified Survey Map No. 2403; thence S89°51'35"W along the south line thereof, 184.04 feet to the point of beginning; thence continue S89°51'35"W along said south line 10.59 feet; thence N30°40'34"E 5.17 feet; thence S60°54'49"E 9.10 feet to aforesaid south line and the point of beginning; containing 55 square feet, more or less.

ORD. # 18-45

**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 property known as Lot 2 of CSM 2403 and located within the 7800 block of 128th Street within U.S. Public Land Survey Section 33, Township 1 North, Range 22 East of the 4th Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Numbers 92-4-122-334-0302 is hereby rezoned as follows: the wetland and pond areas as shown and legally described on **Exhibit 1** are hereby rezoned into the C-1, Lowland Resource Conservancy District; and the non-wetland areas be rezoned into the A-3, Limited Agricultural District. The location of the 100-year floodplain on the property will remain unchanged.

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

Adopted this 15th day of October, 2018.

VILLAGE BOARD OF TRUSTEES

John P. Steinbrink
Village President

ATTEST:

Jane C. Snell
Village Clerk

Posted: _____

45-Bosman Wetland
CODE1808-004

Proposed building field staked true size. Contractor to verify all dimensions before building by same and adhere to drainage plan in effect for this subdivision. Refer to a current title report for easements or restrictions which may affect the use of this site that are not shown on the recorded certified survey map.

tax key no.: 92-4-122-334-0302

* Verify exact number with Village Engineering Department

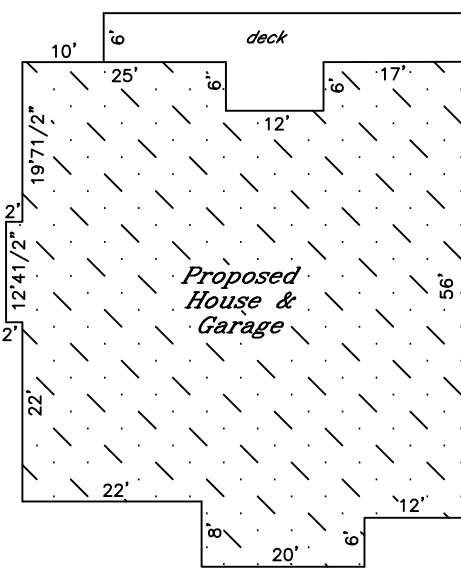
* outside finish grade = EL 680.50 (advisory only) - top of foundation = EL 681.17 (advisory only) unless otherwise determined in writing by Village Engineering Department

Scale
1" = 50'

lot area = 5.096 Acres

OHHM AS MARKED IN 2003 & AS SHOWN PLATTED PER C.S.M.

DETAIL
- NOT TO SCALE -



denotes iron pipe

Plat of Survey of
LOT 2 OF
CERTIFIED SURVEY MAP NO. 2403
in SE1/4 Section 33-1-22
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WIS.
-for-
Wausau Homes

J.K.R. SURVEYING, INC.
6121 22ND AVENUE
KENOSHA, WI 53143

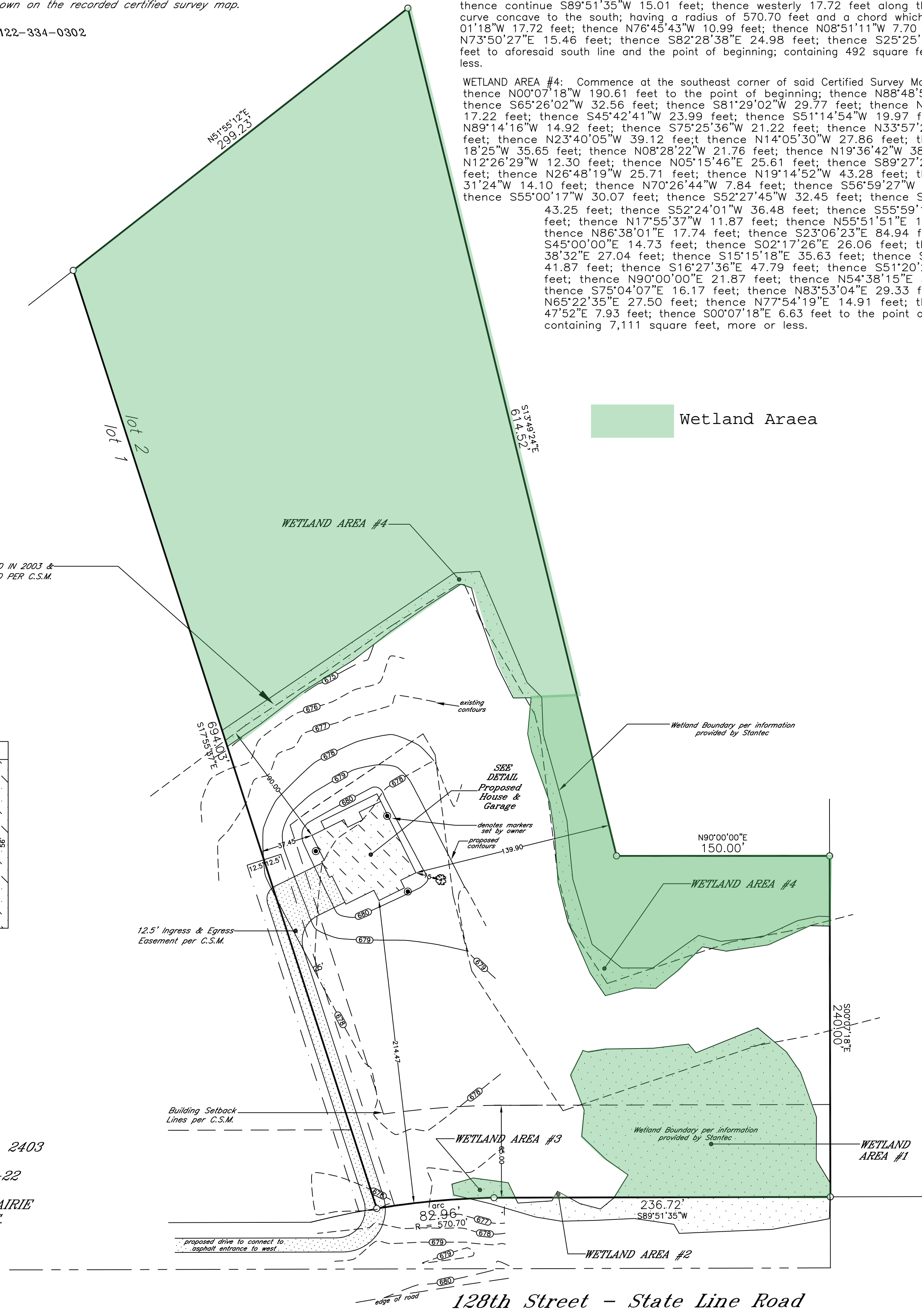
I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.

Reg. Land Surveyor
June 18, 2018
Revised 7/2/18
Revised 7/5/18
Revised 8/21/18

LEGAL DESCRIPTIONS FOR WETLAND AREAS: PRECEDE EACH WITH SAME PREAMBLE AS BELOW:

WETLAND AREA #3: Commence at the southeast corner of said Certified Survey Map No. 2403; thence S89°51'35"W along the south line thereof 221.71 feet to the point of beginning; thence continue S89°51'35"W 15.01 feet; thence westerly 17.72 feet along the arc of a curve concave to the south; having a radius of 570.70 feet and a chord which bears S88°01'18"W 17.72 feet; thence N76°45'43"W 10.99 feet; thence N08°51'11"W 7.70 feet; thence N73°50'27"E 15.46 feet; thence S82°28'38"E 24.98 feet; thence S25°25'10"E 11.64 feet to aforesaid south line and the point of beginning; containing 492 square feet, more or less.

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May 8, 2018

WIC-SE-2017-30-04058

Wausau Homes Kenosha - Wade Construction
Teri Mathis
7600 75th Street, Suite 124
Kenosha, WI 53142

RE: Wetland Delineation Report for a project area located in the SW1/4 of the SE1/4 of Section 33, Township 01 North, Range 22 East, Village of Pleasant Prairie, Kenosha County

Dear Mr. or Ms. Mathis:

We have received and reviewed the wetland delineation report prepared for the project area referenced above by Stantec Consulting Services, Inc. This letter will serve as confirmation that the wetland boundaries as shown on the attached wetland delineation map are acceptable. This finding is based upon an April 19, 2017 field visit. Any filling or grading within these areas may require DNR approvals. Our wetland confirmation is typically valid for five years unless altered site conditions warrant a new wetland delineation be conducted. Be sure to send a copy of the report, as well as any approved revisions, to the U.S. Army Corps of Engineers.

In order to comply with Chapter 23.321, State Statutes, please supply the department with a polygon shapefile of the wetland boundaries delineated within the project area. Please do not include data such as parcel boundaries, project limits, wetland graphic representation symbols, etc. If internal upland polygons are found within a wetland polygon, then please label as UPLAND. The shapefile should utilize a State Plane Projection, and be overlain onto recent aerial photography. If a different projection system is used, please indicate what system the data are projected to. In the correspondence sent with the shapefile, please supply a brief description of each wetland's plant community (eg: wet meadow, floodplain forest, etc.). Please send these data to Calvin Lawrence (608-266-0756, or calvin.lawrence@wisconsin.gov).

There is a navigable waterbodies and waterways identified within and adjacent to the project area. DNR Chapter 30 permits may be needed if earthwork (filling, dredging, etc.) or structures (culverts, bridges, erosion control, etc.) are proposed in or adjacent to navigable waterbodies.

If you are planning development on the property, you are required to avoid take of endangered and threatened species, or obtain an incidental take authorization, to comply with the state's Endangered Species Law. To insure compliance with the law, you should submit an endangered resources review form (Form 1700-047), available at <http://dnr.wi.gov/topic/ERReview/Review.html>. The Endangered Resources Program will provide a review response letter identifying any endangered and threatened species and any conditions that must be followed to address potential incidental take.

In addition to contacting WDNR, be sure to contact your local zoning office and U.S. Army Corps of Engineers to determine if any local or federal permits may be required for your project.

If you have any questions, please contact me at (608) 261-6430 or email
Neil.Molstad@wisconsin.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Molstad", with a stylized flourish at the end.

Neil Molstad
Wetland Identification Specialist

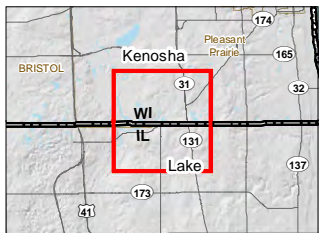
cc: Rachel Nuetzel, Project Manager, U.S. Army Corps of Engineers
Village of Pleasant Prairie
Brian Lennie, Stantec
Elaine Johnson, DNR Water Management Specialist
Intake, DNR Stormwater SE Region
Chris Jors, SEWRPC

Attachments:

Project Area Location Map
Wetland Delineation Map for the Project Area



Approximate Project Boundary



Legend
 Approximate Project Boundary

Figure No.

1

Title

Project Location and Topography

Client/Project
 Wausau Homes Kenosha DBA
 Wade Construction LLC
 CSM 2403 Lots 1 and 2 - Wetland Delineation

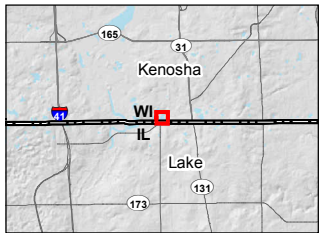
Project Location 193705753
 11N, R22E, S33, Prepared by JM on 2017-10-31
 V. of Pleasant Prairie, Technical Review by AS on 2017-10-31
 Kenosha Co., WI Independent Review by EP on 2017-10-31

0 1,000 2,000 Feet
 1:24,000 (at original document size of 8.5x11)



Notes
 1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet
 2. Data Sources Include: Stantec, WeDOT, WDNR
 3. Background: USGS 7.5' Topographic Quadrangles

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.



- Legend**
- Approximate Project Boundary
 - 2ft Elevation Contour
 - Sample Point
 - Culvert
 - Field Delineated Wetland
 - Open Water
 - DNR 24k Hydrography
 - Perennial Stream
 - Intermittent Stream

Notes

1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet
2. Data Sources Include: Stantec, WisDOT, WDNR
3. Orthophotography; 2017 NAIP

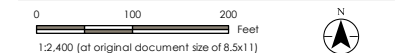
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Figure No.
5

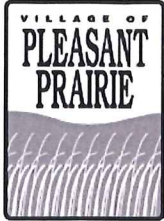
Title
Field Collected Data

Client/Project
Wausau Homes Kenosha DBA
Wade Construction LLC
CSM 2403 Lots 1 and 2 - Wetland Delineation

Project Location
193705753
T1N, R22E, S33, Prepared by JM on 2017-10-31
V. of Pleasant Prairie, Technical Review by AS on 2017-10-31
Kenosha Co., WI Independent Review by EP on 2017-10-31



\$ 225



COMPREHENSIVE PLAN AMENDMENT

I (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie 2035 Comprehensive Plan as hereinafter requested related to the following property:

Property Location: (Approx. 8000) 128th St. Pleasant Prairie WI 53158

Legal Description: S/W 1/4, S/E 1/4 of Section 33, T1N, R22E/W

Tax Parcel Number(s): 92-4-122-334-0302

Check all that apply

Land Use Plan Amendment:

To change the land use designation from Low-Median Density Residential to Secondary Env Corridor w/ wetland (field verify) land use designations

Neighborhood Plan Amendment to _____ Neighborhood

Other Amendment to the Comprehensive Plan (specify) _____

Petitioner's interest in the requested amendment:

Correct the location of the field delineated wetlands

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

I (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER:

APPLICANT/AGENT:

Print Name: Luke Bosman

Print Name: Justin Mathis

Signature: [Signature]

Signature: [Signature]

Address: 811 Merry Lane
Oakbrook IL 60523
(City) (State) (Zip)

Address: 7600 75th St. Suite 124
Kenosha WI 53142
(City) (State) (Zip)

Phone: (708) 277-8706

Phone: (262) 764-9859

Fax: _____

Fax: (262) 764-7971

Email: lukebosman@gmail.com

Email: mathist@wausauhomes.com

Date: 8/9/2018

Date: 8/9/18

Community Development Department, 9915 39th Avenue, Pleasant Prairie WI 53158



Proposed building field staked true size. Contractor to verify all dimensions before building by same and adhere to drainage plan in effect for this subdivision. Refer to a current title report for easements or restrictions which may affect the use of this site that are not shown on the recorded certified survey map.

tax key no.: 92-4-122-334-0302

* Verify exact number with Village Engineering Department

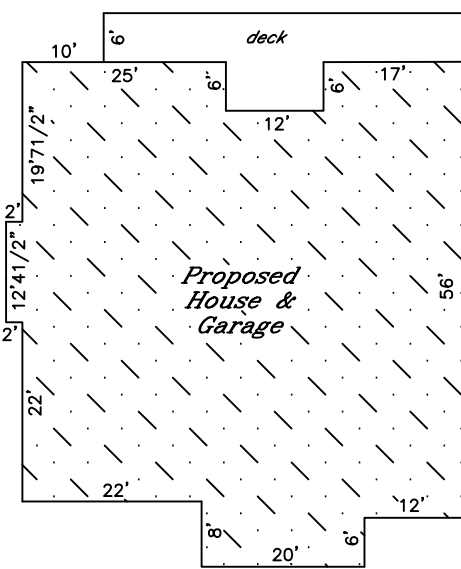
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OHWM AS MARKED IN 2003 & AS SHOWN PLATTED PER C.S.M.

DETAIL
- NOT TO SCALE -



denotes iron pipe

Plat of Survey of
LOT 2 OF
CERTIFIED SURVEY MAP NO. 2403
in SE1/4 Section 33-1-22
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WIS.
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J.K.R. SURVEYING, INC.
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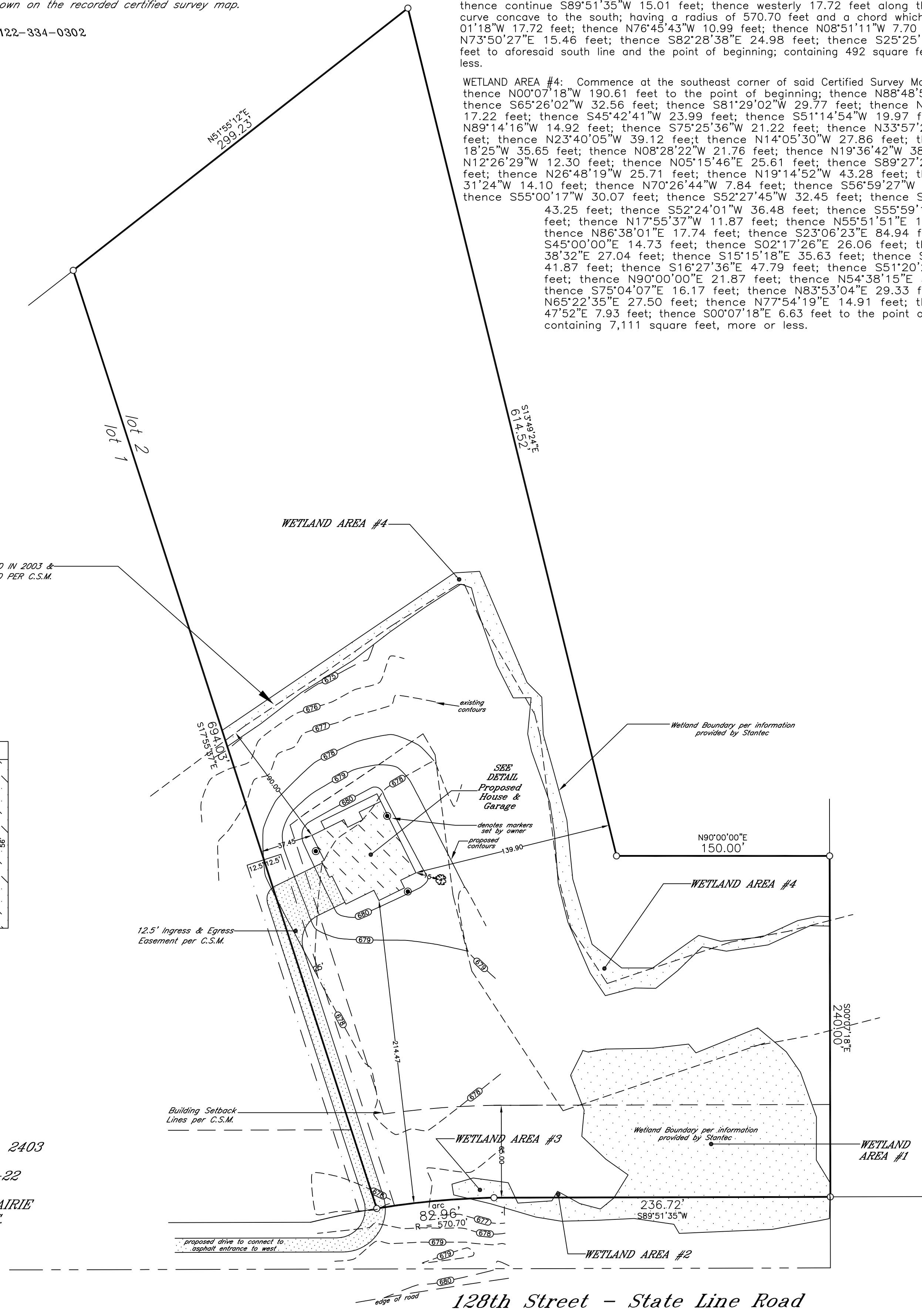
I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.

Reg. Land Surveyor
June 18, 2018
Revised 7/2/18
Revised 7/5/18
Revised 8/21/18

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#225



ZONING MAP AMENDMENT APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board of Trustees to amend the Village of Pleasant Prairie as hereinafter requested.

Property Location: (Approx. 8000) 128th St. Pleasant Prairie WI 53158

Legal Description: S/W 1/4, S/E 1/4, of section 33, T1N, R22E/W

Tax Parcel Number(s): 92-4-122-334-0302

Existing Zoning District(s): A-3 + C-1

Proposed Zoning District(s): A-3 + C-1

Proposed Use: Single Family Home

Compatibility with Adjacent Land Uses:

Correct the location of the field delineated wetlands

If the property is being zoned into multiple zoning classifications or only a portion of the property is being rezoned (i.e. wetlands area) then submit an exhibit with complete legal description of each zoning classification.

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request to determine whether additional information may be needed for this request.

I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER:

Print Name: Luke Bosman

Signature: [Signature]

Address: 811 Merry Lane

Oakbrook IL 60523
(City) (State) (Zip)

Phone: (708) 277-8706

Fax: _____

Email: lukejbosman@gmail.com

Date: 8/9/2018

APPLICANT/AGENT:

Print Name: Justin Mathis

Signature: [Signature]

Address: 7600 75th St. Suite 124

Kenosha WI 53142
(City) (State) (Zip)

Phone: (262) 764-9859

Fax: (262) 764-7971

Email: mathist@wauwasayhomes.com

Date: 8/9/2018

Proposed building field staked true size. Contractor to verify all dimensions before building by same and adhere to drainage plan in effect for this subdivision. Refer to a current title report for easements or restrictions which may affect the use of this site that are not shown on the recorded certified survey map.

tax key no.: 92-4-122-334-0302

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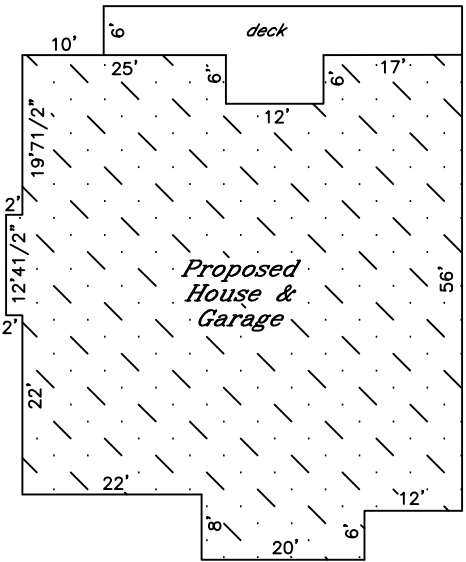
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denotes iron pipe

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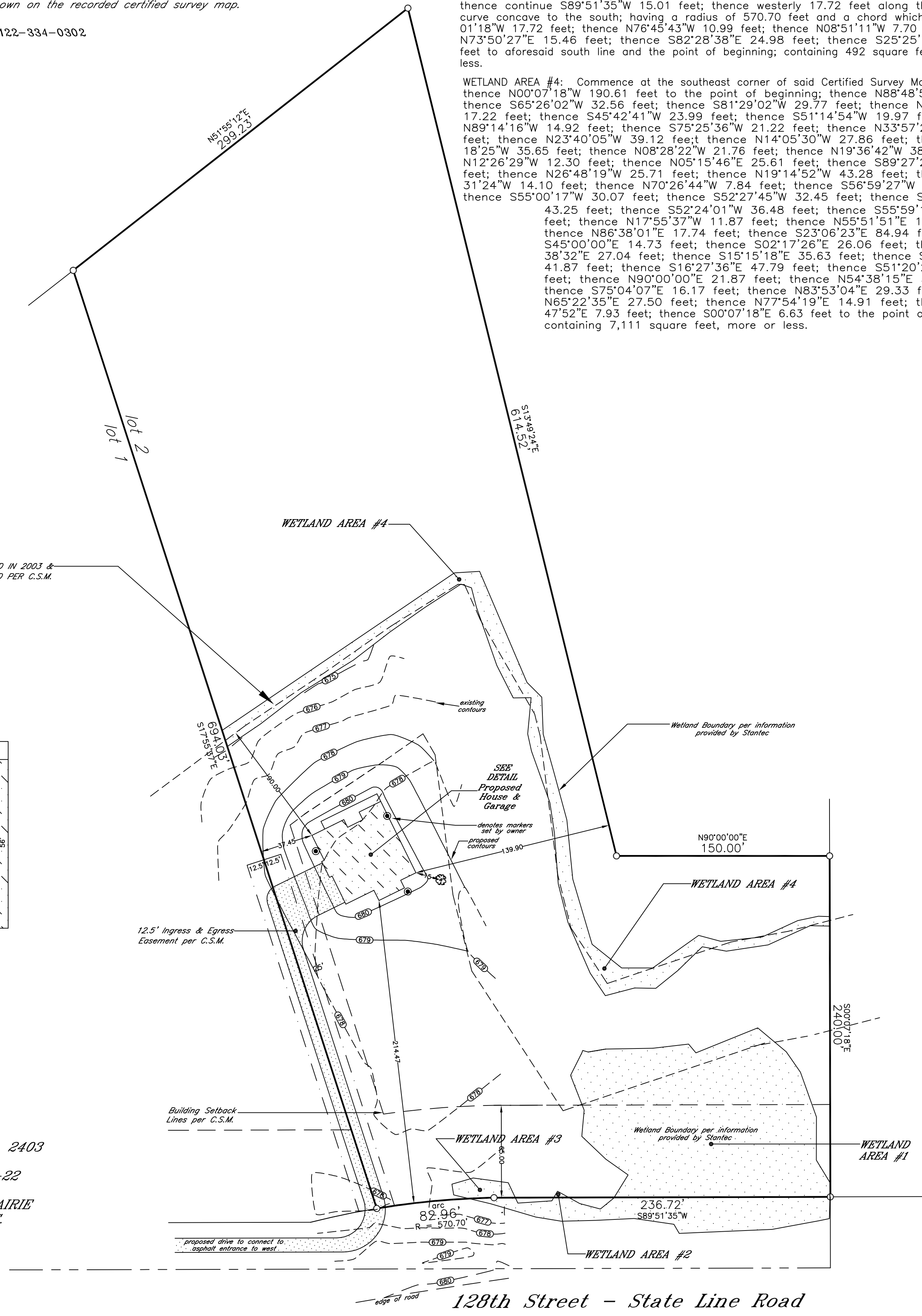
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LEGAL DESCRIPTIONS FOR WETLAND AREAS: PRECEDE EACH WITH SAME PREAMBLE AS BELOW:

WETLAND AREA #3: Commence at the southeast corner of said Certified Survey Map No. 2403; thence S89°51'35"W along the south line thereof 221.71 feet to the point of beginning; thence continue S89°51'35"W 15.01 feet; thence westerly 17.72 feet along the arc of a curve concave to the south; having a radius of 570.70 feet and a chord which bears S88°01'18"W 17.72 feet; thence N76°45'43"W 10.99 feet; thence N08°51'11"W 7.70 feet; thence N73°50'27"E 15.46 feet; thence S82°28'38"E 24.98 feet; thence S25°25'10"E 11.64 feet to aforesaid south line and the point of beginning; containing 492 square feet, more or less.

WETLAND AREA #4: Commence at the southeast corner of said Certified Survey Map No. 2403; thence N00°07'18"W 190.61 feet to the point of beginning; thence N88°48'54"W 13.74; thence S65°26'02"W 32.56 feet; thence S81°29'02"W 29.77 feet; thence N79°39'46"W 17.22 feet; thence S45°42'41"W 23.99 feet; thence S51°14'54"W 19.97 feet; thence N89°14'16"W 14.92 feet; thence S75°25'36"W 21.22 feet; thence N33°57'20"W 19.08 feet; thence N23°40'05"W 39.12 feet; thence N14°05'30"W 27.86 feet; thence N04°18'25"W 35.65 feet; thence N08°28'22"W 21.76 feet; thence N19°36'42"W 38.66; thence N12°26'29"W 12.30 feet; thence N05°15'46"E 25.61 feet; thence S89°27'27"W 12.58 feet; thence N26°48'19"W 25.71 feet; thence N19°14'52"W 43.28 feet; thence N14°31'24"W 14.10 feet; thence N70°26'44"W 7.84 feet; thence S56°59'27"W 30.08 feet; thence S55°00'17"W 30.07 feet; thence S52°27'45"W 32.45 feet; thence S58°04'28"W 43.25 feet; thence S52°24'01"W 36.48 feet; thence S55°59'12"W 28.07 feet; thence N17°55'37"W 11.87 feet; thence N55°51'51"E 197.56 feet; thence N86°38'01"E 17.74 feet; thence S23°06'23"E 84.94 feet; thence S45°00'00"E 14.73 feet; thence S02°17'26"E 26.06 feet; thence S15°38'32"E 27.04 feet; thence S15°15'18"E 35.63 feet; thence S05°42'38"E 41.87 feet; thence S16°27'36"E 47.79 feet; thence S51°20'25"E 26.68 feet; thence N90°00'00"E 21.87 feet; thence N54°38'15"E 39.60 feet; thence S75°04'07"E 16.17 feet; thence N83°53'04"E 29.33 feet; thence N65°22'35"E 27.50 feet; thence N77°54'19"E 14.91 feet; thence S87°47'52"E 7.93 feet; thence S00°07'18"E 6.63 feet to the point of beginning; containing 7,111 square feet, more or less.



LEGAL DESCRIPTIONS OF WETLAND AREAS: PRECEDE EACH DESCRIPTION WITH THIS PREAMBLE: Part of Lot 2 of Certified Survey Map No. 2403, a plat recorded in the Kenosha County Land Registry on March 1, 2004, as Document No. 1376075; lying and being in part of the Southeast Quarter of Section 33, Town 1 North, Range 22 East of the Fourth Principal Meridian; being in the Village of Pleasant Prairie, Kenosha County, Wisconsin and being more particularly described as:

WETLAND AREA #1: Begin at the southeast corner of said Certified Survey Map No. 2403; thence S89°51'35"W along the south line of said certified survey map, 152.13 feet; thence N31°45'43"E 18.65 feet thence N54°56'19"W 19.16 feet; thence N46°19'08"W 23.39 feet; thence N05°06'36"E 18.46 feet; thence N21°20'53"W 26.27 feet; thence N26°32'46"E 17.63 feet; thence N22°22'02"E 1.88 feet; thence S14°20'42"E 3.99 feet; thence N80°12'50"E 12.44 feet; thence N89°04'33"E 33.26 feet; thence N83°16'22"E 25.28 feet; thence S39°42'44"E 8.07 feet; thence N67°56'30"E 46.93 feet; thence S49°59'56"E 26.26 feet; thence S34°42'24"E 17.47 feet; thence S19°44'25"E 33.53 feet; thence S00°18'31"W 30.27 feet; thence S31°26'37"E 18.92 feet; thence S00°07'18"E 9.75 feet to the southeast corner of aforesaid Certified Survey Map No. 2403 and the point of beginning; containing 16,650 square feet, more or less.

WETLAND AREA #2: Commence at the southeast corner of said Certified Survey Map No. 2403; thence S89°51'35"W along the south line thereof, 184.04 feet to the point of beginning; thence continue S89°51'35"W along said south line 10.59 feet; thence N30°40'34"E 5.17 feet; thence S60°54'49"E 9.10 feet to aforesaid south line and the point of beginning; containing 55 square feet; more or less.

THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME; HOWEVER SEPARATE ACTION FOR EACH ITEM IS REQUIRED.

Consider the request of John Shannon, attorney on behalf of GAR FARMS, LLC owner of the vacant property generally located north of 128th Street and on behalf of the Village for the adjacent Village Residential Recycling Center property for approval of a **Certified Survey Map** to subdivide the GAR FARMS property into 2 parcels and for the dedication of Greenway Court for the proposed Prairie Produce Farm development.

Recommendation: Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the comments and conditions in the October 15, 2018 Village Staff Report.

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-46)** for the request of James Herchenbach with Prairie Produce Farm on behalf of the property owner Gar Farms LLC related to the vacant property generally located north of 128th Street and northeast of the Village Residential Recycling Center to be developed as Prairie Produce Farm. The 2035 Land Use Plan Map is proposed to be amended to place the wetland areas into the correctly land use designations; to place Lot 2 of the proposed CSM within the Secondary Environmental Corridor land use designation; to place the non-wetland areas of Lot 1 of the proposed CSM into the Agricultural land use designation; and to remove the Urban Reserve land use designation from the property. In addition, to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

Recommendation: Plan Commission recommends that the Village Board approve the **Comprehensive Plan Amendment** as presented in the October 15, 2018 Village Staff Report.

Consider approval of a **Zoning Map Amendment (Ord. #18-47)** for the request of James Herchenbach with Prairie Produce Farm on behalf of the property owner Gar Farms LLC related to the vacant property generally located north of 128th Street and northeast of the Village Residential Recycling Center to be developed as Prairie Produce Farm. Specifically to rezone the three field delineated wetland areas into the C-1, Lowland Resource Conservancy District, to rezone Lot 2 of the proposed CSM within the C-2, Upland Resource Conservancy District and to rezone the non-wetland areas of Lot 1 of the proposed CSM into the A-2, General Agricultural District. No changes to the portions of the property zoned FPO, Floodplain Overlay District

Recommendation: Plan Commission recommends that the Village Board to approve the **Zoning Map Amendment** as presented in the October 15, 2018 Village Staff Report.

Consider the request of James Herchenbach with Prairie Produce Farm for conditional approval of a **Development Agreement** for required public improvements for the proposed Dutch-style hydroponic green house to be known as Prairie Produce Farm generally located north of 128th Street and northeast of the Village Recycling Center.

Recommendation: Plan Commission recommends that the Village Board approve the **Development Agreement** subject to the comments and conditions in the October 15, 2018 Village Staff Report.

VILLAGE STAFF REPORT OF OCTOBER 15, 2018

Consider the request of John Shannon, attorney on behalf of GAR FARMS, LLC owner of the vacant property generally located north of 128th Street and on behalf of the Village for the adjacent Village Residential Recycling Center property for approval of a **Certified Survey Map** to subdivide the GAR FARMS property into 2 parcels and for the dedication of Greenway Court for the proposed Prairie Produce Farm development.

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-46)** for the request of James Herchenbach with Prairie Produce Farm on behalf of the property owner Gar Farms LLC related to the vacant property generally located north of 128th Street and northeast of the Village Residential Recycling Center to be developed as Prairie Produce Farm. The 2035 Land Use Plan Map is proposed to be amended to place the wetland areas into the correctly land use designations; to place Lot 2 of the proposed CSM within the Secondary Environmental Corridor land use designation; to place the non-wetland areas of Lot 1 of the proposed CSM into the Agricultural land use designation; and to remove the Urban Reserve land use designation from the property. In addition, to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

Consider approval of a **Zoning Map Amendment (Ord. #18-47)** for the request of James Herchenbach with Prairie Produce Farm on behalf of the property owner Gar Farms LLC related to the vacant property generally located north of 128th Street and northeast of the Village Residential Recycling Center to be developed as Prairie Produce Farm. Specifically to rezone the three field delineated wetland areas into the C-1, Lowland Resource Conservancy District, to rezone Lot 2 of the proposed CSM within the C-2, Upland Resource Conservancy District and to rezone the non-wetland areas of Lot 1 of the proposed CSM into the A-2, General Agricultural District. No changes to the portions of the property zoned FPO, Floodplain Overlay District.

Consider the request of James Herchenbach with Prairie Produce Farm for conditional approval of a **Development Agreement** for required public improvements for the proposed Dutch-style hydroponic green house to be known as Prairie Produce Farm generally located north of 128th Street and northeast of the Village Recycling Center.

THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME; HOWEVER SEPARATE ACTION FOR EACH ITEM IS REQUIRED.

The petitioner is requesting several approvals for the Prairie Produce Farm development including approval of a Certified Survey Map, Comprehensive Land Use Map Amendment, Zoning Map Amendment and Development Agreement.

Previous Approvals:

- On December 4, 2017, the Village Board approved a **Comprehensive Plan Amendment (Ord. 17-61)** to amend a portion of the Green Hill Farm Neighborhood Plan and conditionally approved a **Master Conceptual Plan** for the development of a 35-acre Dutch-style hydroponic greenhouse that will grow produce year-round on the vacant property generally located west of 122nd Street and east of 88th Avenue, just north of the Stateline (12327 Greenway Court) on a portion of Tax Parcel Number 92-4-122-322-0102 in the Village.
- On August 13, 2018, the Plan Commission conditionally approved **Site and Operational Plans, DSIS Agreement and DSIS Access Easement** for the development of a hydroponic greenhouse (Phase 1) to be known as Prairie Produce Farm on Lot 1 of the proposed CSM. Phase 1 of the development will include 17.1 acres of greenhouse/site development, including an attached 30,000 square foot support building that will include equipment, packing line, storage, three (3) loading docks, QA lab offices and possibly a watchman's or caretaker's apartment. Phase 1 is proposed to be completed in 2019. Phase 2, will add a 19.5 acres of greenhouse/site that would be constructed as soon as

market conditions allow, which is estimated in 2020. The produce is intended to be sold to local grocers, their distribution centers and institutional suppliers. There will be no retail sales or outlet facilities operated from the farm site.

The entire proposed facility requires water and minimal nutrients for the hydroponic grow systems (closed loop system, no runoffs) natural gas is used for night time heating (boiler CO2 exhaust is fed to plants) and electricity (mostly to auxiliary grow lights). The primary by-products are oxygen and composted plant trimmings. The facility will be able to produce top quality produce with 1/3rd the energy, 1/4th the nutrients and 1/10th the water used by comparable field grown produce.

The first phase of the facility will employ 35 full-time employees that would work 2 shifts (sunrise to 3:00 pm and 11:00 am to sunset) seven days a week. The office area will have one shift working 8:00 am to 5:00 pm. Delivery hours will be 7:00 am to 4:00 pm and the facility will not be open to the public, except through scheduled appointments/tours/presentations. The anticipated average truck trips to and from the site daily is one (1) with a maximum of three (3). The site will provide for 61 on-site parking spaces and four (4) handicapped accessible spaces. The owner and workers will be respectful of the abutting residential neighborhood to the west as it relates to noise and lighting.

The greenhouse building (Phase 1) is proposed to be constructed of flame-retardant high-impact polycarbonate walls that will be approximately 28 feet high. The 30,000 square foot main building on the south side of the greenhouse will be an all steel construction and will be approximately 32 feet high. This building will house the mechanical infrastructure, packaging, shipping, offices, a break room and bathrooms. The header house located between the greenhouse and the main building will have identical construction as the greenhouse and will contain most of the hydroponic infrastructure, including water tanks. Upon completion of the buildings 31% of the site will remain in open space (approximately 17.8 acres). A minimum of 25% of the site shall remain within open space.

All site access for the workers and deliveries will be from a new public road (Greenway Court) connecting to 128th Street (Stateline) to the south (also known as the Village's access roadway to the Recycling Center southwest of the proposed greenhouse project). The public residential 122nd Street in the Green Hill Farm Subdivision will not be extended further east will not provide commercial public access to the greenhouse project.

The Village will require that one (1) gated emergency access point be provided and maintained by Prairie Produce Farm. The gated emergency access will be a 24' wide driveway extending south from the east end of 122nd Street through the Village Recycling Center property and connect to the Prairie Produce Farm's required fire lane on the west side of their building. This locked and gated entry will only be used in the event of emergency. This access and the fire lane around the building will be required to be plowed and accessible year round. A second access is being provided through an existing farm access easement located west of the existing Lakeview Corporate Park retention basin north of the property that connects to 116th Street. This access is not required to support a fire truck and is not required to be plowed in the winter.

The existing tree line shall remain on the west property line as shown on the plans. In addition, new 8 to 10 foot pines shall be planted along the west property line to screen the site. The detailed engineering and landscape plans shall show all existing trees to remain along the west property line and within the 122nd Street dedicated right-of-way area and the new pine trees to be planted shall ensure that there is an adequate landscaping buffer area provided to the homes to the west. In addition, all ground mounted mechanical units/transformers shall be screened from view from adjacent residential property owners and shall not generate any noise that would constitute a nuisance to the abutting residential properties.

The Digital Security Imaging System (DSIS) will be installed and maintained on the property pursuant to Chapter 410 of the Village Municipal Code. The DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine the greenhouse and their site, as needed, and will provide emergency response personnel with a visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers. The Agreement and required Access Easement shall be finalized and executed prior to issuance of any permits.

Certified Survey Map proposes to subdivide the property owned by GAR FARMS, Inc. into two (2) parcels. In addition, the CSM includes the Village property to the west so that the Greenway Court right-of-way extending north from 128th Street terminating in a cul-de-sac at Lot 1 of said CSM can be dedicated as a public roadway to serve and provide the required public roadway frontage to each of the three (3) lots.

- Lot 1 is proposed to be 54.406 acres and is intended to be purchased for the construction of Prairie Produce Farm, a two phase hydroponic greenhouse development and associated Greenway Court public improvements.
- Lot 2 is proposed to be 10.679 acres and is intended to be retained by the property owner. This land could be developed with one single family house. The Lot is zoned C-2, Upland Resource Conservancy District, with the wetland areas zoned C-1, Lowland Resource Conservancy District and the 100-year floodplain areas zoned FPO, Floodplain Overlay District.
- Lot 3 is proposed to be 44.815 acres and is intended to be retained by the Village for the continued use as the Residential Recycling Center.

Comprehensive Plan (Ord. #18-46) and Zoning Map (Ord. #18-47) Amendments: A wetland delineation was completed on Lot 1 of the proposed CSM by Hey and Associates on August 25, 2017 and three (3) wetland areas were found along the east property line and north of the wooded area. The Wisconsin Department of Natural Resources (WI DNR) has reviewed the report, conducted an on-site verification and provided concurrence letter on November 27, 2017. The wetland areas will be rezoned into the C-1, Lowland Resource Conservancy District and the non-wetlands on Lot 1 will remain in the A-2, General Agricultural District. The woodlands on Lot 2 of the proposed CSM will remain in the C-2, Upland Resource Conservancy District and any 100-year floodplain on Lots 1 and 2 will remain unchanged. The Comprehensive Land Use Plan will also be amended to reflect the wetland designations. In addition, the Land Use Plan will be amended to change the residential and neighborhood park land use designations on Lot 1 of the proposed CSM into the agricultural land use designation and the urban reserve land use designation will be removed from the property, since the land is not intended to be developed for urban residential purposes.

Development Agreement (for associated public improvements): The *attached* Development Agreement outlines the developer's responsibilities and references exhibits including the CSM, financial guarantee and final engineering plans and other related documents for the installation of the following public improvements said improvements. Financial security will be provided by the Developer to ensure that the required public improvements are installed, inspected and approved by the Village.

- Greenway Court improvements will include the installation of a final lift of asphalt on the existing paved area and the paved extension of Greenway Court to end in a cul-de-sac to service Lots 1 and 2. Public street signage and street lights abutting Greenway Terrace extending from 128th Street north to the end of the cul-de-sac will be installed.
- The Developer will be installing the road base and gravel shoulders for the cul-de-sac extension. Cost estimates and contracts will be provided by the Developer to include in the Letter of Credit.

- The Village will install the final lift of asphalt on the entire Greenway Court as part of the Village's 2019 paving program. Cost estimates to be provided by the Village to be included in the Letter of Credit.
- The Village will accept a cash payment of \$30,000 for the installation of Public Street lights (includes all electrical work and street lights) along Greenway Court. The Village will coordinate the street light installation and prepare the required plans showing location and street light fixture details.
- The Developer will be installing the municipal water main to service the greenhouse from an existing water main north of the property. The water main will be located under the 24 foot gravel driveway along the west side of the building so that the tree line along the west property line is not damaged or removed and additional pine trees can be planted. Cost estimates and contracts will be provided by the Developer to include in the Letter of Credit.
- The Village will prepare a Public Street Signage Plan, a cost estimate for the signs and installation (to be included in the Letter of Credit), and will install all required signage associated with Greenway Court. The sign costs and installation costs will be paid for by the Developer.

RECOMMENDATIONS:

Plan Commission recommends approval of the *attached* Certified Survey Map subject to executing, recording and providing a recorded copy of the CSM to the Village within 90 days of Village approval:

Plan Commission approve Resolution #18-20 and recommended that the Village Board approve the Comprehensive Plan Amendment (Ord. #18-46) as presented.

Plan Commission recommends that the Village Board approve the Zoning Map Amendment (Ord. #18-47) as presented.

Village staff recommends that the Village Board approve the Development Agreement subject to the above comments and the following conditions:

1. Compliance with the conditions of approval of the Site and Operational Plan, DSIS Agreement and DSIS Easement as conditionally approved by the Plan Commission on August 13, 2018. All required plans changes as required by the Plan Commission shall be made. Plans were submitted and are under review by staff.
2. The Developer shall submit two (2) copies of the final Village approved plans and specifications and WI DNR forms so that the Village can request approval from the Kenosha Water Utility (KWU). Upon written utility plan approval from the KWU, the Developer shall obtain written approval from the WI DNR.
3. **Upon Village approval of the Final Public Improvements Plans and Specifications and Street Lighting Plan the following shall be submitted to the Village (paper copies and pdf copy) for staff final review so that the *attached* Development Agreement can be finalized by the Village:**
 - a. A copy of the public water approval letters from the Village, KWU and WI DNR.
 - b. Property ownership verification documents.
 - c. Recorded copy of the Certified Survey Map.
 - d. A copy of the signed contracts, certificates of insurance, and performance and payment bonds. The contracts shall have the Developer's name as shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party. (All documents shall reflect the same property owner's name). All contractors who perform public work shall be pre-approved by the Village.

- e. A Street Lighting Plan prepared by the Village. (Developer will make a cash payment of \$30,000 for the Village to complete this portion of the project.)
- f. The Work in the Right-of-Way application, plans and application fee.
- g. The Erosion Control Permit application, plans and application fee.
- h. Notice of Intent from the Department of Natural Resources (which may include the off-site public improvements and the on-site work).
- i. The Street Sweeping Cash Deposit.
- j. Two (2) paper copies of the Final Public Improvement Plans and Specifications and a pdf copy.
- k. A "draft" Irrevocable Letter of Credit (LOC) or Performance and Payment Bond (PPB) shall be provided to the Village for staff review. A one year minimum LOC/PPB to the Village, in the amount of 115% of the total cost of public related street improvements, including cul-de-sac and final lift of pavement on Greenway Court, street lights, street signs, public water main, field staking, inspections and construction related services, shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the LOC/PPB and any required the cash payments. The Cash payments and the "Final" LOC/PPB shall be provided prior to the Village at the closing.
- l. The approved Final Public Improvement Plans and the Certified Survey Map shall be submitted to the Village in electronic format which satisfies the following acceptance criteria specified in Chapter 405 of the Village Municipal Code.

4. **Upon Village Board approval of the Development Agreement and related documents and within 90 days of said approval the Village will host a closing to have all of the Development Agreement documents signed. The Developer shall be responsible for recording any required documents at the Kenosha County Register of Deeds Office and provide proof of recording to the Village within 72 hours of closing with the Village.**

5. **Upon satisfaction of all previous conditions noted above and prior to work commencing for the public improvement work (this may be combined with the require pre-construction meeting for the on-site improvements) a preconstruction meeting shall be scheduled (coordinate date and time with Jean Werbie-Harris when the permit applications noted above are submitted). The Design Engineer/Architect of Record shall coordinate, moderate and prepare minutes of the pre-construction meeting. At a minimum the GC and Utility Contractors shall be invited by the owner/engineer and attend the pre-construction meeting. The Design Engineer of Record shall run the meeting, prepare and distribute copies of the following items to all attendees (owners, engineer, contractors, utilities, and Village staff) at the pre-construction meeting:**

- a. Attendance at Preconstruction meeting - Developer/Design Engineer shall invite and attendance is required for the following people at the pre-con meeting – Owner, Design Engineer of Record, Project Superintendent for this project, Site Excavator, Underground Utilities Contractor, General Contractor, We Energies as may be needed, and Kenosha County, WI DOT and other trades as applicable.
- b. Pre-construction agenda - A sample agenda will be provided by the Village staff to the Design Engineer. The Design Engineer shall tailor the agenda to the project and provide copies for all attendees. The Design Engineer/Architect of Record shall moderate meeting and prepare minutes of the pre-construction meeting and email them back to attendees within 7 days of the meeting.

- c. Project construction schedule – 11” by 17” must be of readable size. Provide copy for all attendees.
 - d. Site logistics plan – identify the trailer location, site contractor directional signage, on-site contractor parking, gravel access road, travel route to the site, construction site fencing location proposed hours of operation. Provide copy for all attendees.
 - e. Final set of State approved plans – bring 1 full size set and 3 reduced size sets (half size) for discussion purposes.
 - f. Attendee sign in sheet – circulate at meeting.
 - g. List of emergency contact information and business cards – Owner, Design Engineer of Record, Project Superintendent for this project, Site Excavator, Underground Utilities Contractor, and General Contractor. Provide copy for all attendees.
6. **Following the pre-construction meeting all necessary permits and fees shall be paid for and permits obtained from Village Building Inspection Department and construction may commence.**
7. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
8. All Village fees incurred by the Village Community Development Department, Village Engineers, Public Works Department and/or expert assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.

DEV1804-001
CODE1806-002
CODE1806-003

ORD. # 18-46
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, hereby approves the following Amendments to the Village 2035 Land Use Plan Map 9.9 on the property generally located north of 128th Street and Greenway Court and further identified as Tax Parcel Number 92-4-122-332-0102 as shown and legally described on **Exhibit 1**:

1. The two northern wetland areas are placed within the Isolated Natural Resource area with a field delineated wetland land use designation and the southern wetland area on Lot 1 of CSM _____ will be placed within the Secondary Environmental Corridor with a field delineated wetland land use designation.
2. The non-wetland areas on Lot 1 of CSM _____ are placed within the Agricultural land use designation.
3. The woodlands on Lot 2 of CSM _____ will remain in the Secondary Environmental Corridor land use designation and any interpolated wetland land use designation will remain.
4. The urban reserve land use designation will be removed.
5. The location of the 100-year floodplain will remain unchanged.

In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is being amended and updated to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

Adopted this 15th day of October 2018.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane C. Snell
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

Posted: _____

Ord #18 46

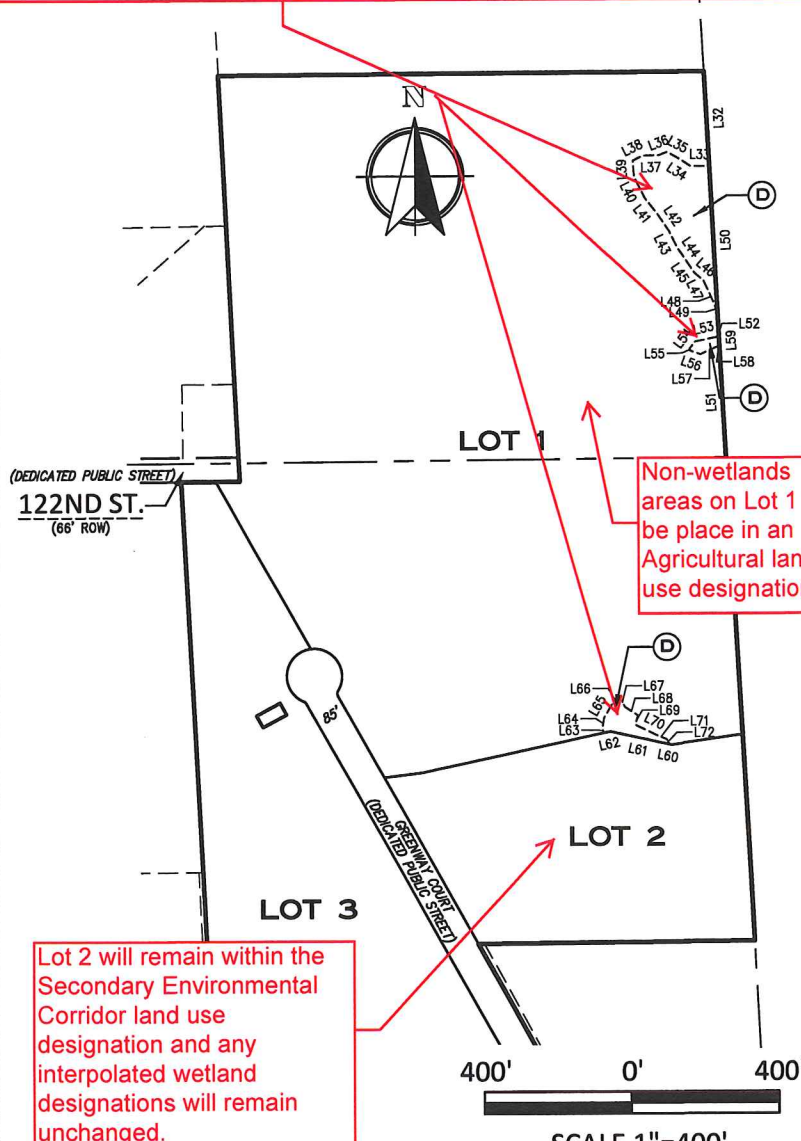
CODE1806-002

CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

The two northern wetland areas will be placed within the Isolated Natural Resource Area with a field verified wetlands land use designations and the southern wetland area will be placed within the Secondary Environmental Corridor with a field verified wetlands land use designations.

Wetland Easement Line Table		
Line #	Length	Direction
L32	260.68	S03° 00' 06"E
L33	52.92	N88° 35' 37"W
L34	40.63	N56° 05' 32"W
L35	32.84	N60° 34' 57"W
L36	24.14	S69° 12' 38"W
L37	43.85	S88° 16' 39"W
L38	29.41	S63° 43' 30"W
L39	43.76	S03° 57' 22"E
L40	64.76	S26° 03' 34"E
L41	58.12	S37° 54' 56"E
L42	53.04	S33° 57' 31"E
L43	53.66	S26° 15' 08"E
L44	40.39	S34° 01' 11"E
L45	40.45	S33° 32' 40"E
L46	32.09	S49° 05' 12"E
L47	30.37	S25° 58' 43"E
L48	39.24	S24° 11' 07"E
L49	33.35	S17° 33' 55"E
L50	406.26	N02° 59' 20"W
L51	300.33	N02° 59' 38"W
L52	8.05	S34° 31' 55"W
L53	61.58	S77° 56' 47"W
L54	24.41	S37° 50' 57"W
L55	5.63	S13° 38' 56"E
L56	29.80	S70° 30' 30"E
L57	52.35	N65° 18' 23"E
L58	6.00	S51° 07' 20"E
L59	36.13	N02° 59' 38"W
L60	6.42	N77° 37' 15"W
L61	163.58	N77° 37' 15"W
L62	17.99	S77° 48' 20"W
L63	12.44	N16° 33' 52"W
L64	28.72	N08° 09' 53"E
L65	43.15	N30° 16' 57"E
L66	29.03	N49° 07' 36"E
L67	29.10	S28° 02' 09"E
L68	41.37	S56° 14' 27"E
L69	26.60	S16° 28' 22"W
L70	60.70	S63° 38' 52"E
L71	33.85	S66° 45' 35"E
L72	15.17	S27° 53' 53"E



Non-wetlands areas on Lot 1 will be placed in an Agricultural land use designation

Lot 2 will remain within the Secondary Environmental Corridor land use designation and any interpolated wetland designations will remain unchanged.

The Urban Reserve land use designation on the property will be removed.
All 100-year floodplain areas remained unchanged

(D) DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS, AND MAINTENANCE EASEMENT.

mb Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd. Suite 200, Racine, WI. 53406
 Tele: (262)634-5588 Website: www.nmbisc.net

ORD. # 18-47

**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 properties known as **Lots 1 and 2 of CSM** generally located north of 128th Street and Greenway Court and further identified as Tax Parcel Number 92-4-122-332-0102 located in U.S. Public Land Survey Section 33, Township 1 North, Range 22 East of the 4th Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin is hereby rezoned as follows: the wetland areas as shown and legally described on the CSM are hereby rezoned into the C-1, Lowland Resource Conservancy District and the non-wetlands on Lot 1 will remain in the A-2, General Agricultural District. The woodlands on Lot 2 will remain in the C-2, Upland Resource Conservancy District and any 100-year floodplain on Lots 1 and 2 will remain unchanged.

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

Adopted this 15th day of October, 2018.

VILLAGE BOARD OF TRUSTEES

John P. Steinbrink
Village President

ATTEST:

Jane C. Snell
Village Clerk

Posted: _____

47-Prairie Produce Wetland
CODE1806-003

10/8/2018

DEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND
PRAIRIE PRODUCE FARM, LLC

THIS DEVELOPMENT AGREEMENT is made between PRAIRIE PRODUCE FARM LLC, a Wisconsin Limited Liability Company (the "Owner") with a business and registered office address of 19377 W. Peterson Road, Libertyville, IL 60048 and the VILLAGE OF PLEASANT PRAIRIE, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

WITNESSETH:

1. The Owner (acting as the Developer) and the Village have entered into this Development Agreement dated as _____, 2018 regarding a 54.406-acre lot for a 35-acre Dutch-style hydroponic greenhouse to be known as Prairie Produce Farm an agricultural-related development building to be generally located west of 122nd Street and east of 88th Avenue and the north end of Greenway Court, north of 128th Street (WI/IL Stateline) containing certain real property located within the Village, the legal description which is attached hereto as **EXHIBIT A** and incorporated herein by reference. A copy of the Site and Operational Plans (Private Improvement Plans) and Greenway Court Public Improvement Plans for the Prairie Produce Farm (referred to as the "Development" located at 12327 Greenway Court, Pleasant Prairie, WI 53158 as described below are on file with the Village Community Development Department and can be viewed at the Village Hall at the address stated above, relating to the Required Public and Private Improvements to be completed adjacent to and on the Development, all of which are a part of or provided for in this Development Agreement.
2. The Owner has agreed to and has provided to the Village, among other things, the following:
 - a. The obligation and agreement to construct and maintain various required private and public infrastructure improvements pursuant to the Village approved: 1) Final Private Development Engineering Plans for the Development sealed by Pearson Brown & Associates, Inc. the Developer's Engineer, 1850 W. Winchester Road, Suite 205, Libertyville, IL 60048 (847-367-6707 "Final Private Engineering for Prairie Produce Farm dated _____, 2018 and "On-Site Civil Engineering Infrastructure Plans" dated October 8, 2018. Also included with the private plans is an Operational Plan written narrative, Industrial Waste Survey, and the related

Development Agreement
Prairie Produce Farm, LLC Private Improvements
Greenway Court Required Public and Private Improvements

applications and permits required for the project. These Plans and related documents have been conditionally approved by the Village Plan Commission on August 13, 2018. The conditionally approved Final Site and Operational Plans are on file with the Village (**EXHIBIT B**); and

- b. The obligation and agreement to construct the Required Public Improvements pursuant to the Village approved Plans also includes a Certified Survey Map for the Village to dedicate the right-of-way for Greenway Court and Dedication and Easement Provisions and Restrictive Covenant Language which set forth obligations of the Lot Owners; and
- c. The financial obligation and agreement to complete the Required Public Improvements are shown on the **EXHIBIT B** plans and provide the Village, Kenosha Water Utility and Wisconsin DNR approval letters; the Ryan Central contractor's estimate for the grading/graveling of the Greenway Court cul-de-sac; the Village's 2019 estimate for the resurfacing of the Greenway Court roadway; the DK Construction estimate for installing public water mains and related appurtenances; the Village's estimate for installing public street lights and public street signs; and the Village's estimate for the Public Works Department installation of street signs, inspections and construction oversight costs. Also included with **EXHIBIT B** are the contractor's executed contracts, certificates of insurance, performance and payment bonds, Village Erosion Control and Work in the Right-of-Way Permits and Wisconsin Department of Natural Resources Notice of Intent (NOI) Permit; and
- d. The obligation and agreement to plant, stake, mulch, weed, water, trim, mow and maintain and replant as necessary all of the required parkway terrace grass areas abutting the Developer's lot within the adjacent Greenway Court right-of-way and to install and maintain the private plantings on the site pursuant to the Village-approved Landscaping Plan; and
- e. The obligation and agreement to construct and maintain or cause to be maintained in compliance with Village ordinances and to the satisfaction of

Development Agreement
Prairie Produce Farm, LLC Private Improvements
Greenway Court Required Public and Private Improvements

the Village, all of the private building and on-site improvements within the Development pursuant to the Village's conditionally approved Site and Operational Plans.

3. The Owner has agreed to dedicate the Required Public Improvements which includes public cul-de-sac roadway improvements, public street lights and public street signs to the Village after their installation, completion and Village inspection, to the satisfaction of the Village. The Owner further understands that although the Greenway Court street terrace areas are being dedicated to the Village, it is the Owner's ongoing obligation, for the placement of topsoil, seeding or sodding and mowing of the Greenway Court terrace areas abutting their Development.
4. The Owner has also agreed to the payment of the Owner's fair share costs associated with the public street lights facility and maintenance charges and energy charges within abutting Greenway Court adjacent to their Lot.
5. The Owner has provided an Irrevocable Letter of Credit/Cash on Deposit equal to the contract amount plus a 10 percent contingency, or a total of \$_____ (_____dollars and ___/100) to be used by the Village as financial security for the Developer's obligations for the grading, graveling and resurfacing the Greenway Court roadway, installing public water main and related appurtenances, installing public street lights, public street signs, field staking and inspections, administrative costs and contingencies. The original Letter of Credit, Cost Breakdown Analysis and Administrative Cash Payments documents (**EXHIBIT C**) are on file with the Village Clerk.

The amount of the Letter of Credit/Cash on Deposit shall be reduced to the extent that that construction of the Public Improvements required under this Agreement are completed, paid for, lien waivers are presented and inspections are completed to the satisfaction of the Village, provided that the remaining Letter of Credit/Cash on Deposit is sufficient to secure payment for any remaining Required Public Improvements, and provided that no reduction shall occur until approved by the Village Board at a regularly scheduled meeting. The Letter of Credit/Cash on Deposit shall be fully released by the Village upon the expiration of the one (1) year warranty for and the Village's final acceptance of all of the Required Public Improvements.

Development Agreement
Prairie Produce Farm, LLC Private Improvements
Greenway Court Required Public and Private Improvements

6. This Development Agreement is not intended to benefit or to be enforceable by any person(s) other than the Village and the Owner and their respective successors or successors and assigns of the property as to this Agreement.

IN WITNESS WHEREOF, the Owner and the Village have caused this Development Agreement to be signed and dated as of this _____, 2018.

PRAIRIE PRODUCE FARM, LLC

OWNER: _____

Name: James A. Herchenbach
Title: Member

ACKNOWLEDGMENT
STATE OF WISCONSIN)
SS
KENOSHA COUNTY)

This instrument was acknowledged before me in Pleasant Prairie, Wisconsin, on this _____ day of _____, 2018 by **James A. Herchenbach, Member** of Prairie Produce Farms, LLC.

Print Name: Jean M. Werbie-Harris
Notary Public, Kenosha County, WI
My Commission Expires: December 27, 2021

Development Agreement
Prairie Produce Farm, LLC Private Improvements
Greenway Court Required Public and Private Improvements

VILLAGE OF PLEASANT PRAIRIE

By: _____
John P. Steinbrink
Village President

ATTEST:

By: _____
Jane C. Snell
Village Clerk

STATE OF WISCONSIN)
) SS
KENOSHA COUNTY)

This Agreement was acknowledged before me this _____, 2018 in Pleasant Prairie, WI by **John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk**, of the Village of Pleasant Prairie.

Print Name: Jean M. Werbie-Harris
Notary Public, Kenosha County, WI
My Commission Expires: December 27, 2021

This Development Agreement drafted by:

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

2018-10-08 Development Agreement.doc

Development Agreement
Prairie Produce Farm, LLC Private Improvements
Greenway Court Required Public and Private Improvements

EXHIBIT A

LEGAL DESCRIPTION

LOT 2 OF CERTIFIED SURVEY MAP # _____, RECORDED AS DOCUMENT # _____ AT THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE AND FURTHER IDENTIFIED AS A RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2621, AND PART OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE QUARTER OF U. S. PUBLIC LAND SURVEY SECTION 33 AND PART OF THE SOUTHEAST ONE QUARTER, THE NORTHEAST ONE-QUARTER, THE SOUTHWEST ONE QUARTER AND THE NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF U.S. PUBLIC LAND SURVEY SECTION 33, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WI. THE SITE CONTAINS APPROXIMATELY 54.406 ACRES MORE OR LESS.

Development Agreement
Prairie Produce Farm, LLC Private Improvements
Greenway Court Required Public and Private Improvements

EXHIBIT B

**PRIVATE SITE PLANS, ENGINEERING PLANS, APPROVAL LETTERS, AND
CONSTRUCTION RELATED DOCUMENTS FOR
PUBLIC GREENWAY COURT CIVIL ENGINEERING PLANS**

Development Agreement
Prairie Produce Farm, LLC Private Improvements
Greenway Court Required Public and Private Improvements

EXHIBIT C

**IRREVOCABLE LETTER OF CREDIT, COST BREAKDOWN AND ADMINISTRATIVE CASH
PAYMENTS SPREADSHEET FOR PUBLIC IMPROVEMENTS**

FINAL ENGINEERING FOR PRAIRIE PRODUCE FARM

PARCEL NO: 92-4-122-332-0102

PLEASANT PRAIRIE, WISCONSIN

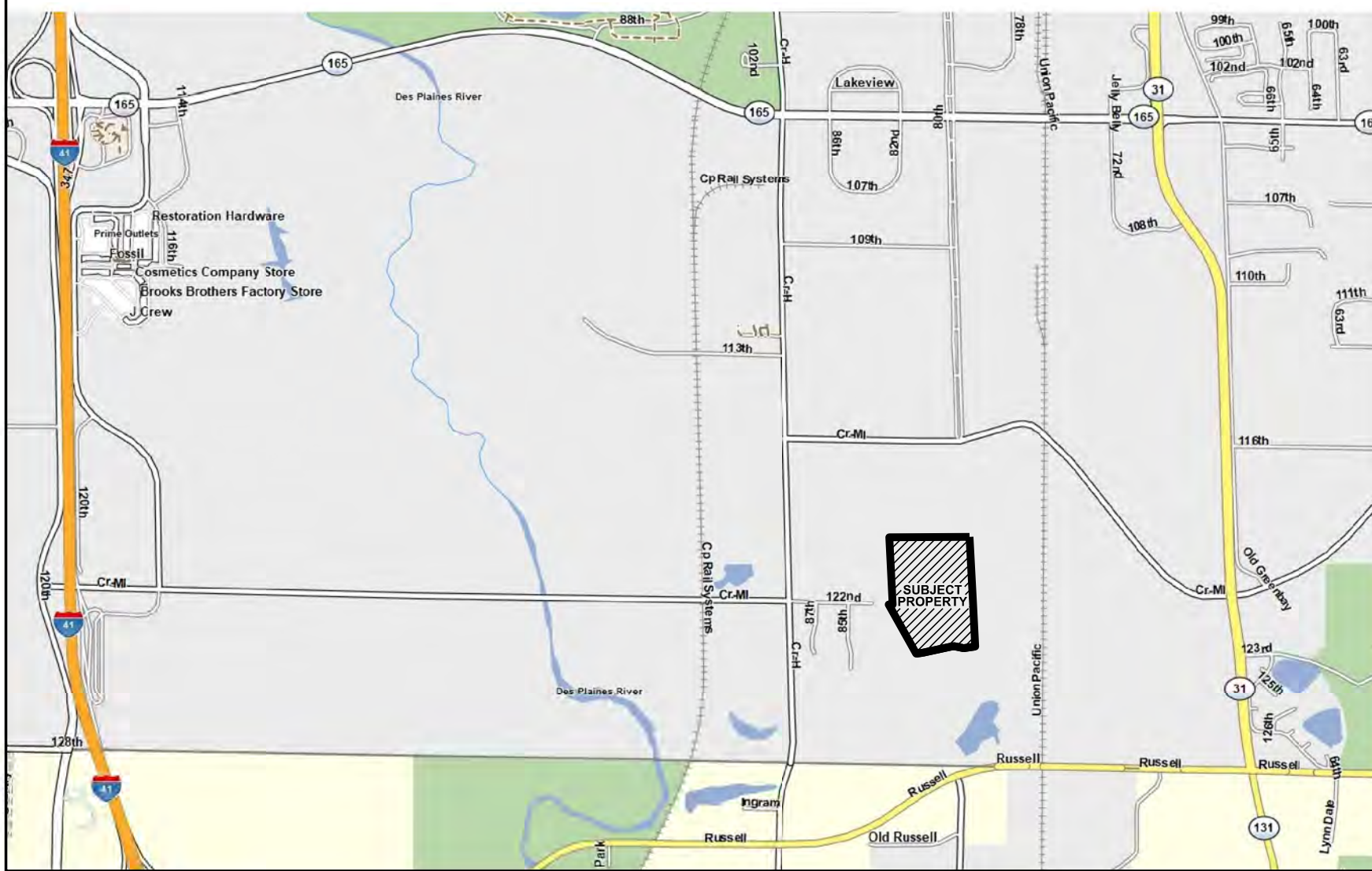
LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED	
				CENTER LINE
				EASEMENT
				BUILDING SETBACK
				CURB & GUTTER
				CURB & REVERSE PITCH
				DEPRESSED CURB & GUTTER
				GUARD RAIL
				FENCE
				RETAINING WALL
				CURB RAMP
				DRIVEWAY HAND SIGN
				MAIL BOX
				SOIL BORING
				DECIDUOUS TREE, DIAMETER
				EVERGREEN TREE, HEIGHT
				TOP OF FOUNDATION
				FINISHED GRADE
				SPOT ELEVATION
				TOP OF CURB ELEVATION
				FLOW LINE OF GUTTER
				CONTOUR
				DITCH
				DRAINAGE FLOW
				OVERLAND FLOW
				RIM ELEVATION
				INVERT ELEVATION
				WETLAND LIMIT
				WETLAND BUFFER LINE

INDEX

1. COVER SHEET
2. SPECIFICATIONS AND NOTES
3. SPECIFICATIONS AND NOTES
4. SPECIFICATIONS AND NOTES
5. SPECIFICATIONS AND NOTES
6. SPECIFICATIONS AND NOTES
7. EXISTING CONDITIONS
8. OVERALL SITE PLAN
9. PARKING LOT GEOMETRICS
10. GRADING-SOUTHEAST
11. GRADING-SOUTHWEST
12. GRADING-NORTHEAST
13. GRADING-NORTHWEST
14. EROSION CONTROL PLAN
15. EROSION CONTROL NOTES AND DETAILS
16. UTILITY SOUTH
17. UTILITY NORTH
18. WATER MAIN PLAN & PROFILE-SOUTH
19. WATER MAIN PLAN & PROFILE-NORTH
20. DETAILS
21. DETAILS

LOCATION MAP NORTH



Governing Agency Contacts

PLEASANT PRAIRIE VILLAGE HALL 9915 38TH STREET PLEASANT PRAIRIE, WI 53158 OFFICE: (262) 694-1400	JOHN STEINBRINK JR CONSTRUCTION MANAGER OFFICE: (262) 948-8856 EMAIL: munphy@plprairiewi.com
COMMUNITY DEVELOPMENT DEPARTMENT JEAN WERBIE-HARRIS, DIRECTOR PLANNING, ZONING ADMINISTRATOR OFFICE: (262) 925-6718 EMAIL: jwerb-harris@plprairiewi.com	STEVE WLAHOVICH RIGHT OF WAY/EROSION CONTROL INSPECTOR OFFICE: (262) 925-6787 EMAIL: swlahovich@plprairiewi.com
PEGGY HERRICK ASSISTANT PLANNER & ZONING ADMINISTRATOR OFFICE: (262) 925-6718 EMAIL: pherrick@plprairiewi.com	BUILDING INSPECTION DEPARTMENT SANDRO PEREZ BUILDING INSPECTION SUPERINTENDENT OFFICE: (262) 694-6304 DIRECT: (262) 925-6722 EMAIL: sperez@plprairiewi.com
Aaron Kramer DEPUTY PLANNER & ZONING ADMINISTRATOR OFFICE: (262) 925-6711 EMAIL: akramer@pleasantsprairiewi.gov	DONALD KOEHNE BUILDING INSPECTOR OFFICE: (262) 694-6304 EMAIL: dkoehne@plprairiewi.com
ENGINEERING DEPARTMENT MATT FINEOUR, P.E. VILLAGE ENGINEER OFFICE: (262) 925-6778 EMAIL: mfineour@plprairiewi.com	MICHAEL KAPRELIAN BUILDING INSPECTOR OFFICE: (262) 694-6304 EMAIL: mkaprelian@plprairiewi.com
KURT DAVIDSEN, P.E. ASSISTANT VILLAGE ENGINEER OFFICE: (262) 925-6728 EMAIL: kdauidsen@plprairiewi.com	FIRE & RESCUE DEPARTMENT CRAIG ROEPKE CHIEF OF FIRE & RESCUE 8344 89TH AVENUE OFFICE: (262) 694-8027 EMAIL: dmcelmury@plprairiewi.com
PUBLIC WORKS DEPARTMENT JOHN STEINBRINK, JR., P.E. DIRECTOR OF PUBLIC WORKS ROGER PRANGE MUNICIPAL BUILDING 8800 GREEN BAY ROAD OFFICE: (262) 925-6788 EMAIL: jsteinbrink@plprairiewi.com	AARON LONCRIE ASSISTANT FIRE CHIEF OFFICE: (262) 694-8027 EMAIL: croepke@plprairiewi.com

BENCHMARKS:

SOURCE BENCHMARK:
SURVEY CONTROL STATION WEST QUARTER
CORNER AT 122ND STREET AND 88TH AVENUE.
ELEVATION= 692.425 NAVD83
ELEVATION= 692.17 NAVD88 USING

SITE BENCHMARK:
RAILROAD SPIKE IN WEST SIDE OF POWER POLE ALONG THE WEST
PROPERTY LINE AT THE EXISTING SANITARY SEWER EASEMENT.
ELEVATION= 691.70 NAVD88

NOTES:

PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION CONFERENCE MUST BE HELD AT THE VILLAGE OFFICES. THE PRECONSTRUCTION CONFERENCE SHALL BE SCHEDULED AND MODERATED BY THE DESIGN ENGINEER OF RECORD.

EACH CONTRACTOR SHALL HAVE A COPY OF THE VILLAGE APPROVED PLANS, PROJECT MANUAL, AND VILLAGE CONSTRUCTION SPECIFICATIONS ON-SITE DURING TIMES OF CONSTRUCTION. THE CONSTRUCTION SPECIFICATIONS ARE AN INTEGRAL PART OF THE CIVIL ENGINEERING PLANS.

PREPARED FOR:

PRAIRIE PRODUCE FARM, LLC
19377 PETERSON ROAD, ILLINOIS, 60048, (847) 612-7958

CONSULTING ENGINEERS:

PEARSON, BROWN & ASSOCIATES, INC.

A PROFESSIONAL DESIGN FIRM - WISCONSIN PROFESSIONAL ENGINEERING CORPORATION - LICENSE NUMBER 11-878 EXPIRES 01/31/20
1850 W. WINCHESTER ROAD - SUITE 205 LIBERTYVILLE, IL. 60048 (847) 367-6707

CONTRACTOR SHALL HAVE DIGGERS HOTLINE MARK ALL EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION

MILWAUKEE AREA (414) 259-1181
TOLL FREE (800) 242-8511
HEARING IMPAIRED (TDD) (800) 542-2289

County: KENOSHA

Village / Township: PLEASANT PRAIRIE / TOWNSHIP 1 N.

Sec 1/4 Sec No. Sec 3/3, NW 1/4

Call 3 full business days BEFORE YOU DIG.

PERMIT	NUMBER	DATE ISSUED
VILLAGE		
WI DNR -		

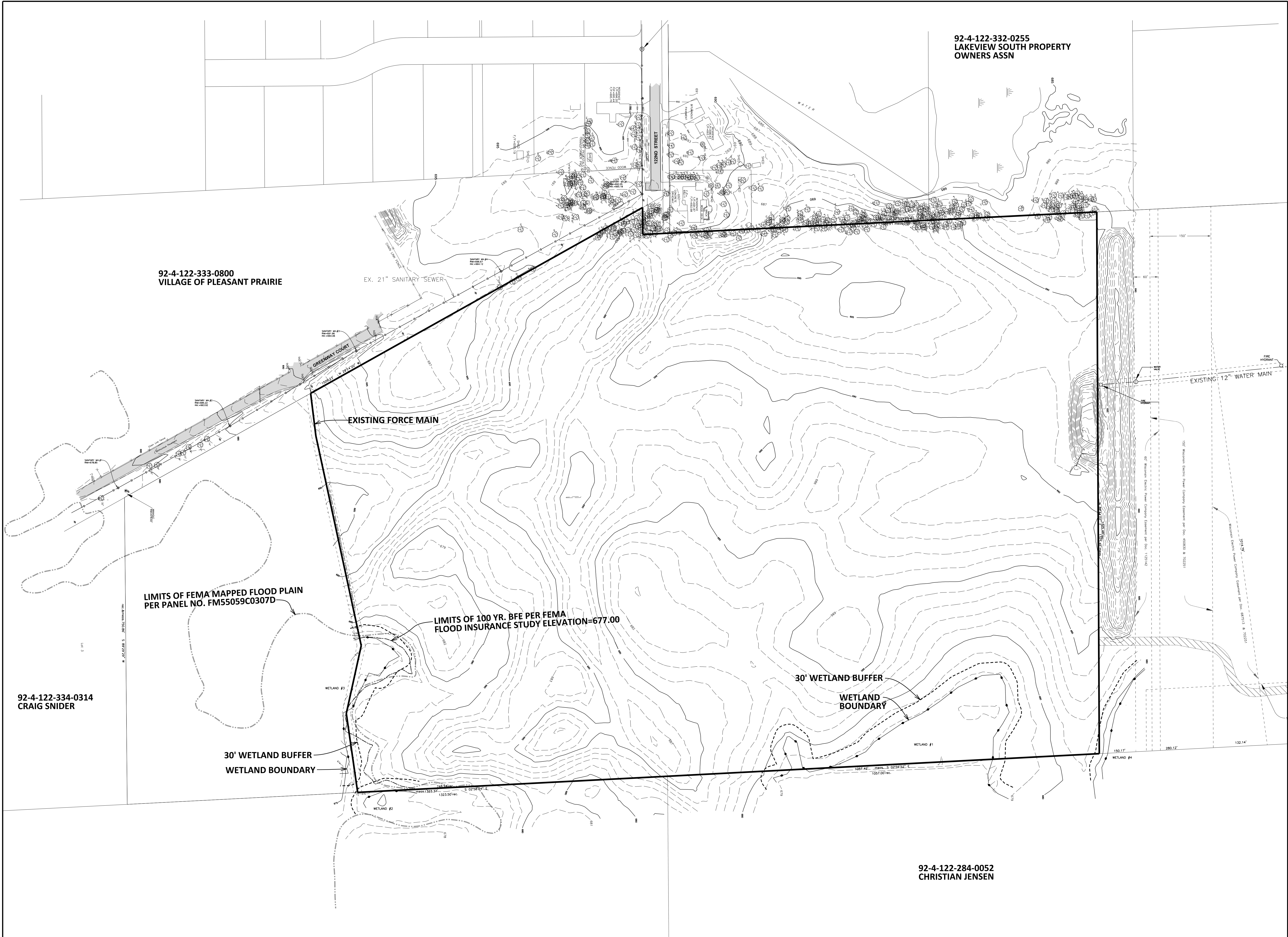
REVISIONS
1 05/04/18 PER VILLAGE REVIEW COMMENTS
2 06/28/18 PER VILLAGE REVIEW COMMENTS
3 10/01/18 PER VILLAGE REVIEW COMMENTS
4 10/08/18 INCREASED SIZE OF MAIN BUILDING AND REDUCED WIDTH OF GRAVEL DRIVE PER CLIENT REQUEST
5
6
7
8
9
10
11
12

ENGINEER'S
SEAL & SIGNATURE

ORIGINAL ISSUE DATE:
02/09/18

SHEET NUMBER
1
OF 21 SHEETS

NOT FOR CONSTRUCTION



92-4-122-332-0255
LAKEVIEW SOUTH PROPERTY
OWNERS ASSN

92-4-122-333-0800
VILLAGE OF PLEASANT PRAIRIE

LIMITS OF FEMA MAPPED FLOOD PLAIN
PER PANEL NO. FM55059C0307D

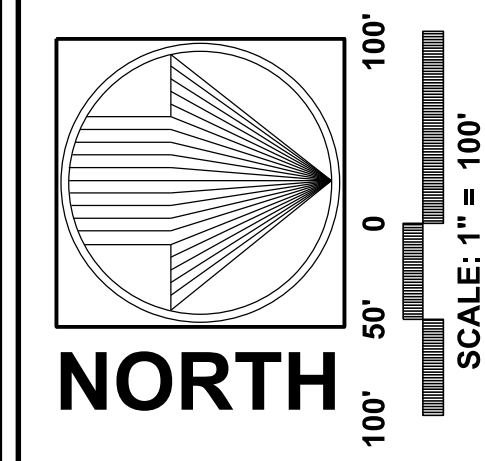
LIMITS OF 100 YR. BFE PER FEMA
FLOOD INSURANCE STUDY ELEVATION=677.00

30' WETLAND BUFFER
WETLAND BOUNDARY

30' WETLAND BUFFER
WETLAND BOUNDARY

92-4-122-284-0052
CHRISTIAN JENSEN

92-4-122-334-0314
CRAIG SNIDER



PRAIRIE PRODUCE FARM
PLEASANT PRAIRIE, WISCONSIN

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60088
PHONE: (847) 387-2527
E-MAIL ADDRESS: pba@pearsonbrown.com

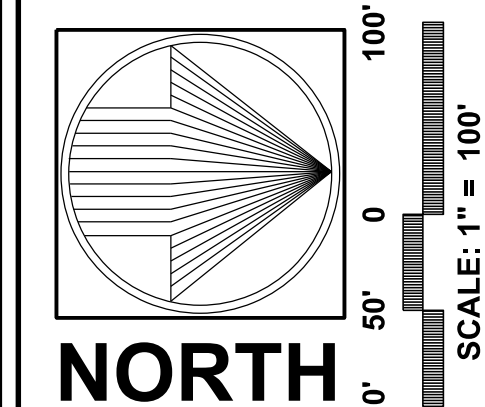
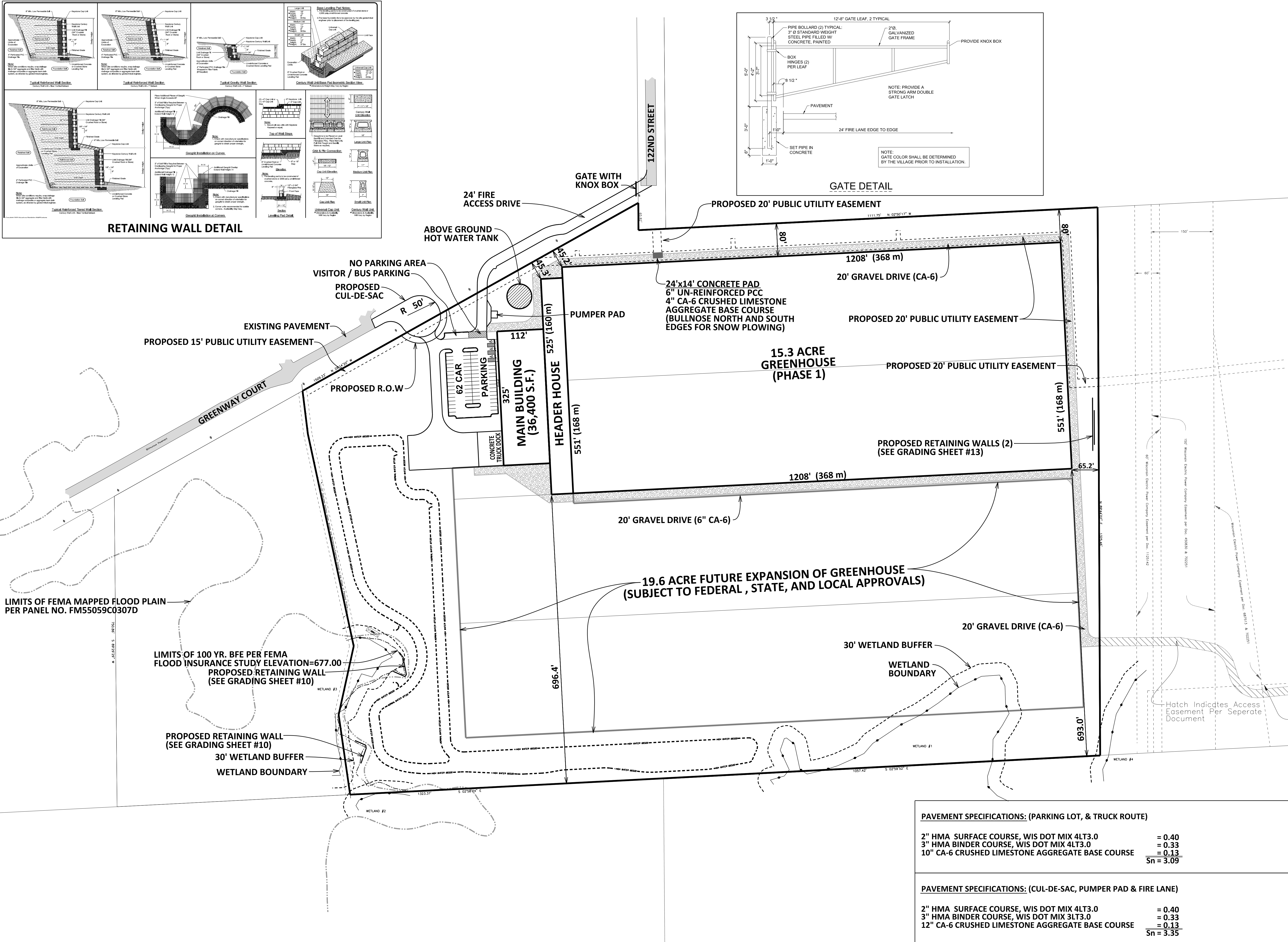
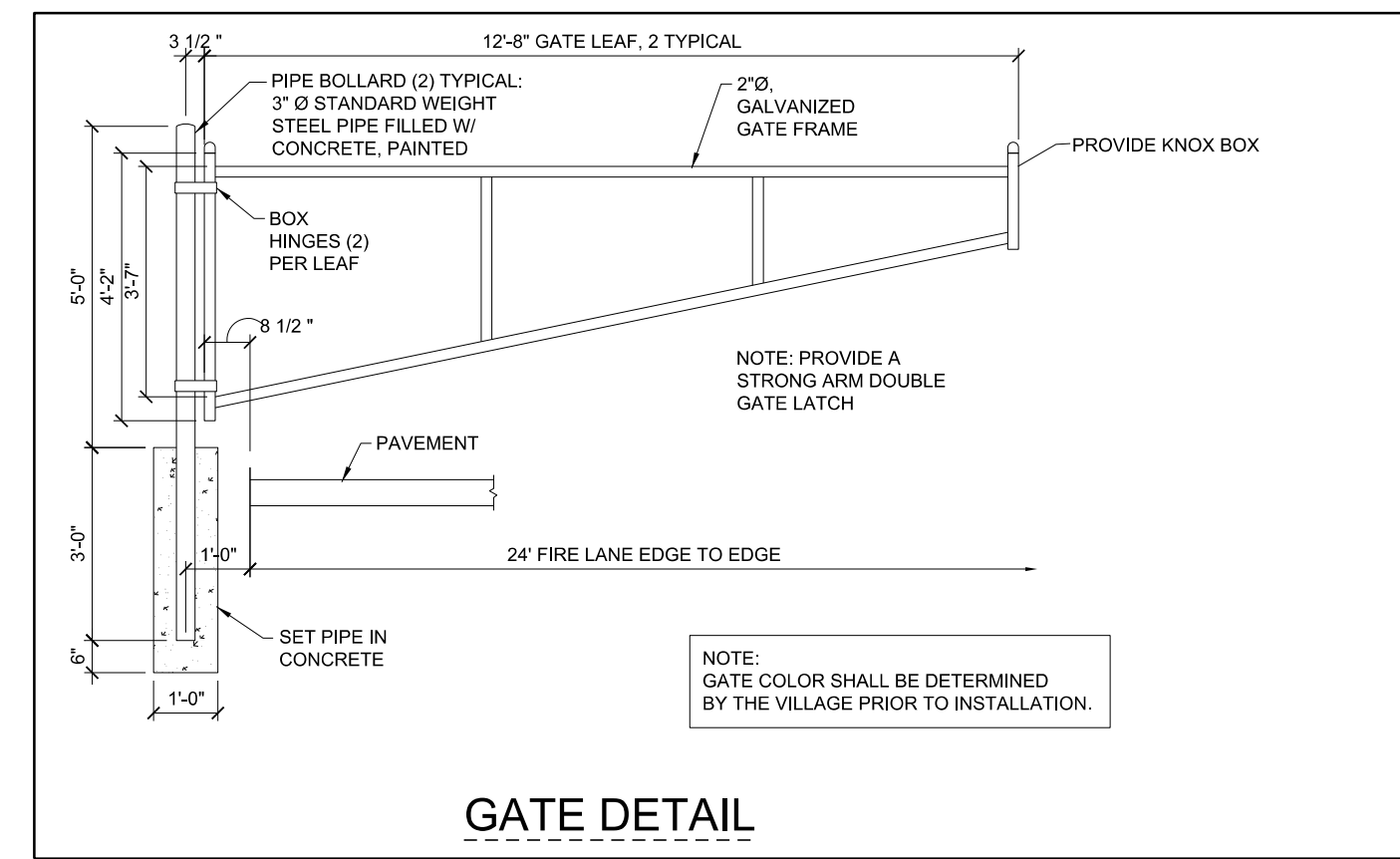
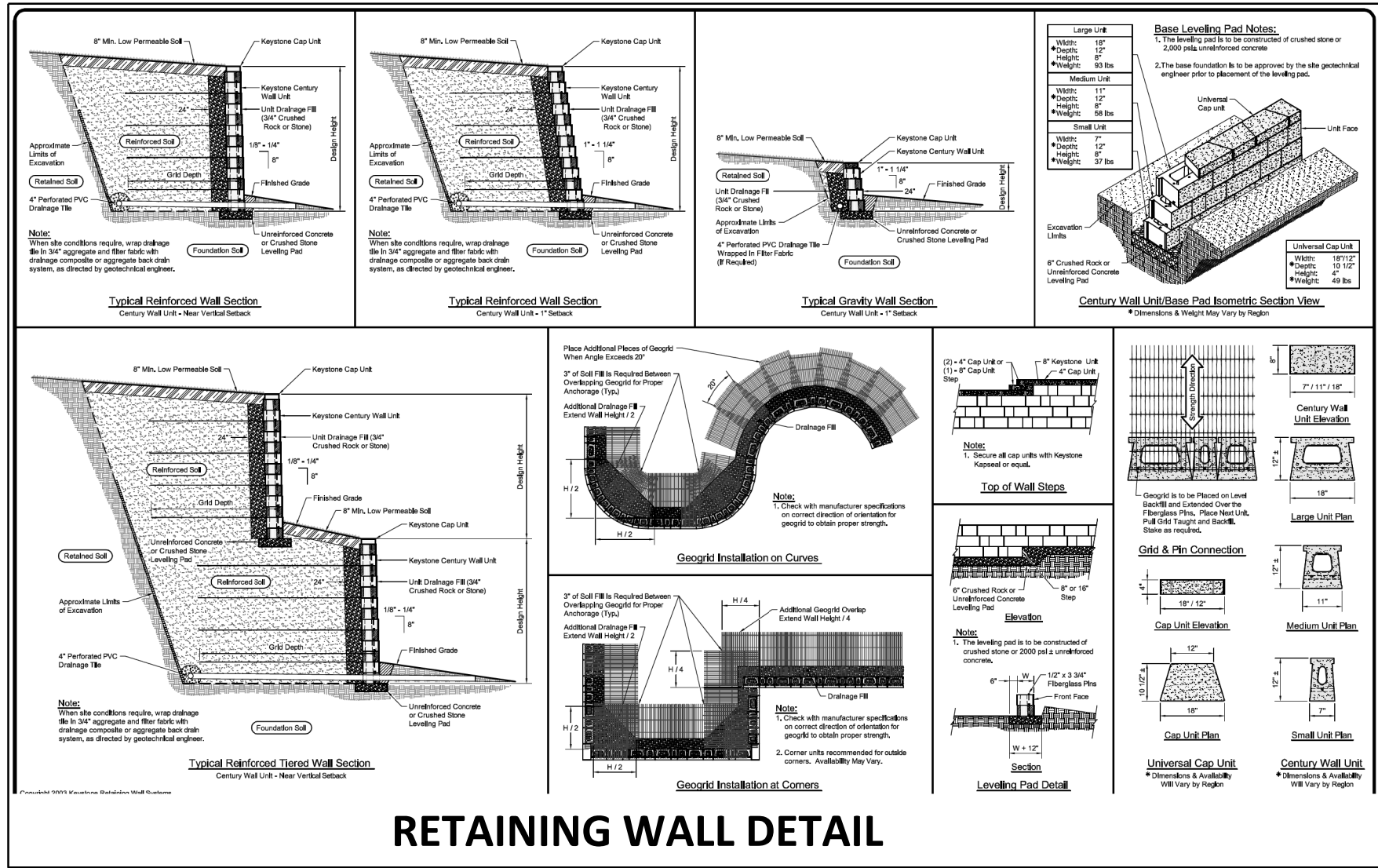
DESIGNED BY: D.S.H.
DRAWN BY: R.C.J.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 02/09/18

DATE BY	DESCRIPTION
05/04/18	RCJ REVISED PER VILLAGE REVIEW COMMENTS
06/28/18	RCJ REVISED PER VILLAGE REVIEW COMMENTS
10/07/18	RCJ REVISED PER VILLAGE REVIEW COMMENTS
10/08/18	RCJ REVISED PER CLIENT REQUEST

EXISTING CONDITIONS

SHEET NUMBER
7
OF 21 SHEETS

JOB No. 1801



PRAIRIE PRODUCE FARM
 PLEASANT PRAIRIE, WISCONSIN

PEARSON, BROWN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1850 W. WINCHESTER ROAD - SUITE 205
 LIBERTYVILLE, IL 60088
 PHONE: (847) 387-2857
 FAX: (847) 387-2857
 E-MAIL ADDRESS: pba@pearsonbrown.com

DESIGNED BY: D.S.H.
 DRAWN BY: R.C.J.
 CHECKED BY: A.K.Z.
 ORIGINAL ISSUE: 02/09/18

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DATE BY	DESCRIPTION
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06/28/18	RCJ REVISED PER VILLAGE REVIEW COMMENTS
10/07/18	RCJ REVISED PER VILLAGE REVIEW COMMENTS
10/08/18	RCJ REVISED PER CLIENT REQUEST

OVERALL SITE PLAN

REVISIONS

SHEET NUMBER
8
 OF 21 SHEETS

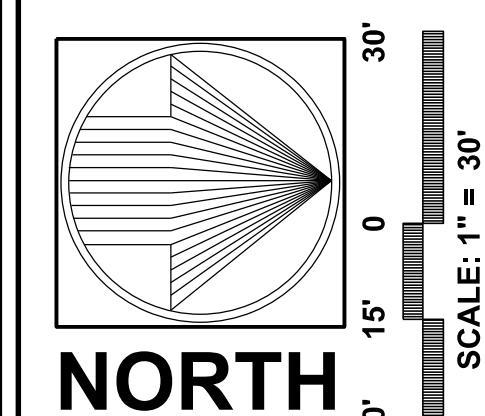
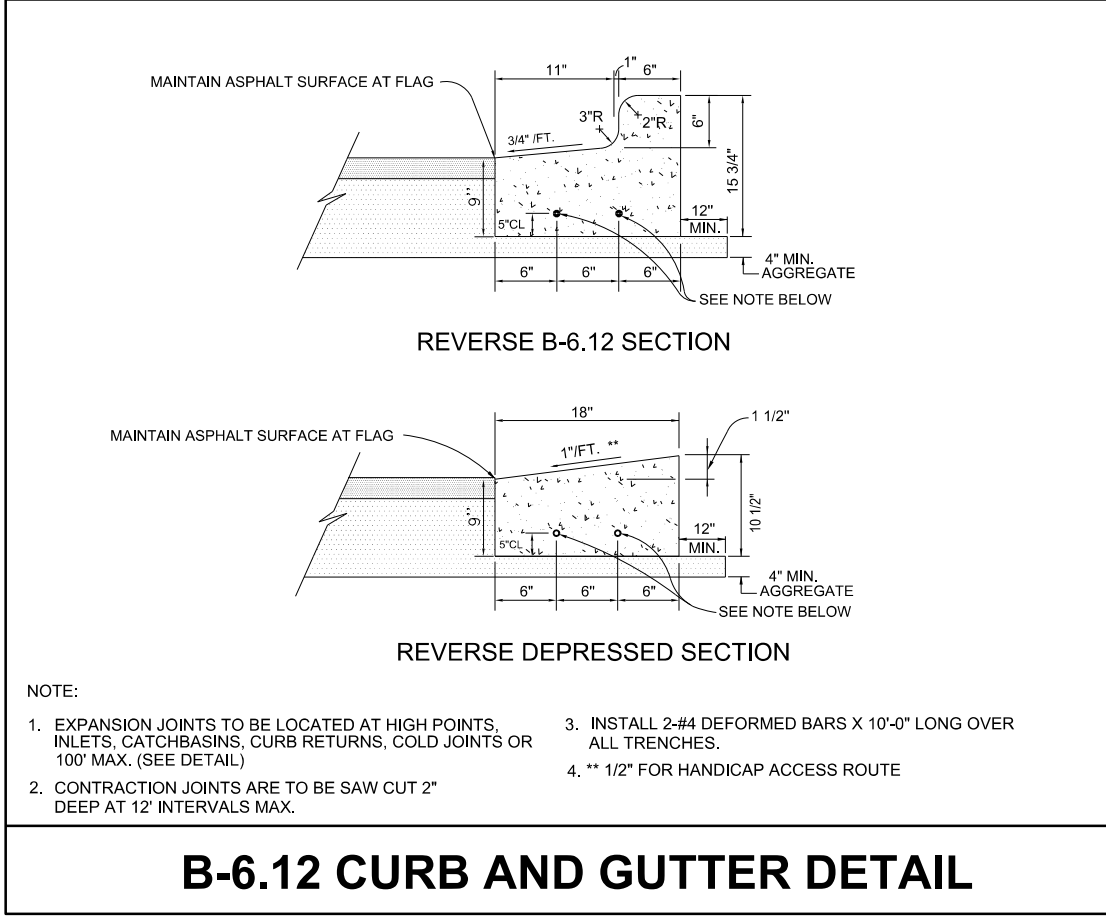
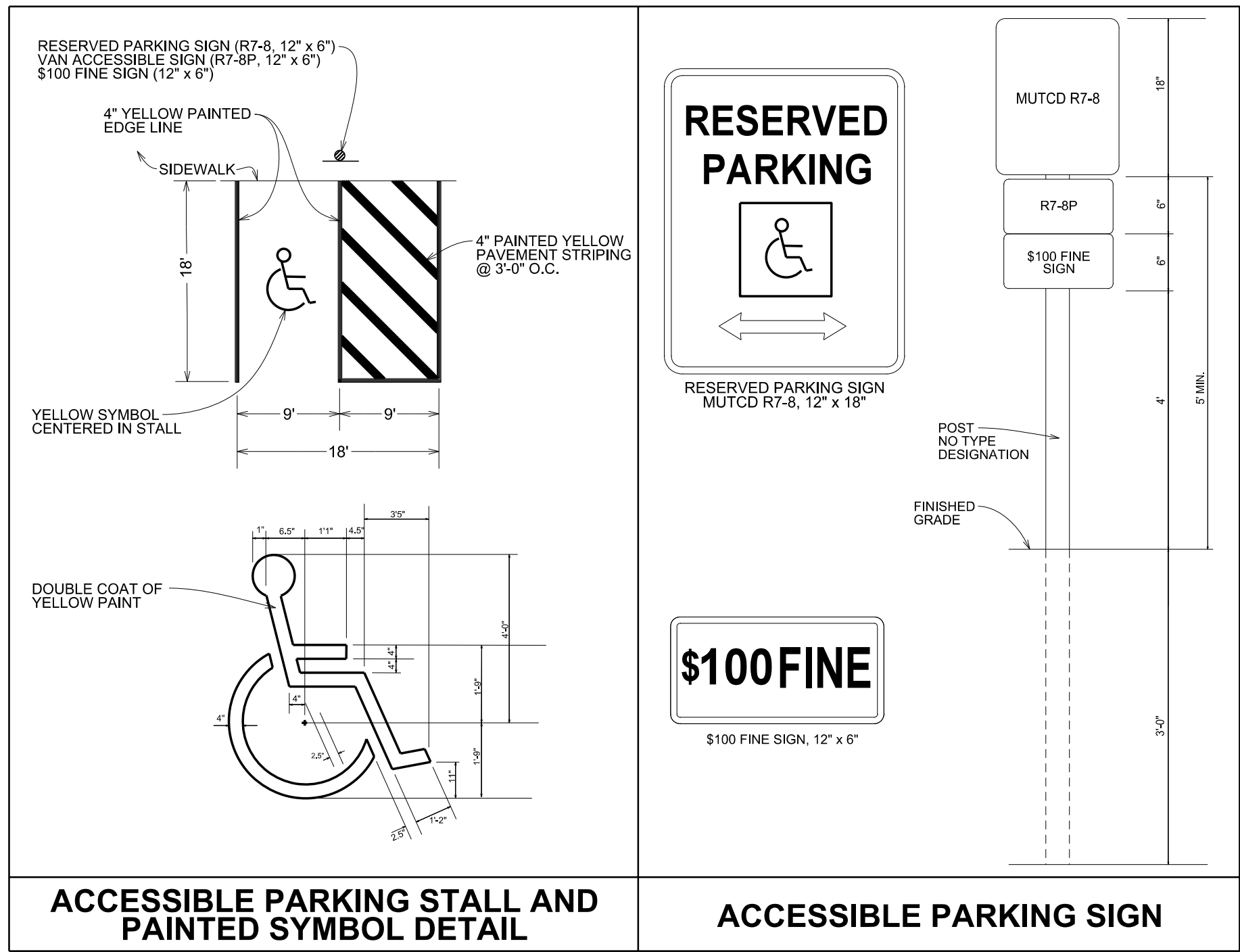
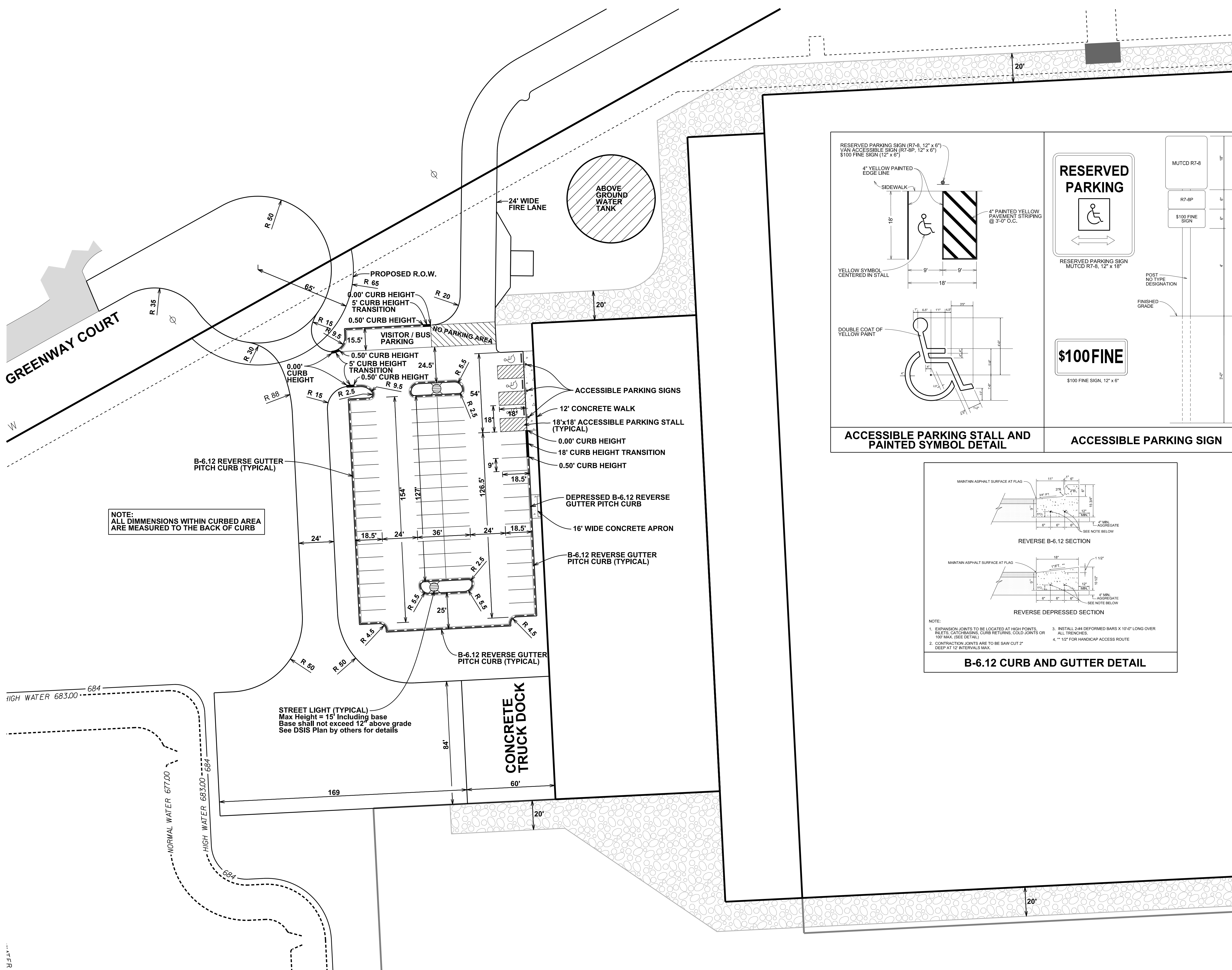
JOB No. 1801

PAVEMENT SPECIFICATIONS: (PARKING LOT, & TRUCK ROUTE)

2" HMA SURFACE COURSE, WIS DOT MIX 4LT3.0	=	0.40
3" HMA BINDER COURSE, WIS DOT MIX 4LT3.0	=	0.33
10" CA-6 CRUSHED LIMESTONE AGGREGATE BASE COURSE	=	0.13
	Σn =	3.09

PAVEMENT SPECIFICATIONS: (CUL-DE-SAC, PUMPER PAD & FIRE LANE)

2" HMA SURFACE COURSE, WIS DOT MIX 4LT3.0	=	0.40
3" HMA BINDER COURSE, WIS DOT MIX 4LT3.0	=	0.33
12" CA-6 CRUSHED LIMESTONE AGGREGATE BASE COURSE	=	0.13
	Σn =	3.35



PRAIRIE PRODUCE FARM
PLEASANT PRAIRIE, WISCONSIN

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60088
PHONE: (630) 387-2557
FAX: (630) 387-2557
E-MAIL ADDRESS: pba@pearsonbrown.com

DESIGNED BY: D.S.H.
DRAWN BY: R.C.J.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 02/09/18

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DATE BY	DESCRIPTION
05/04/18	RCJ REVISED PER VILLAGE REVIEW COMMENTS
06/28/18	RCJ REVISED PER VILLAGE REVIEW COMMENTS
10/07/18	RCJ REVISED PER VILLAGE REVIEW COMMENTS
10/08/18	RCJ REVISED PER CLIENT REQUEST

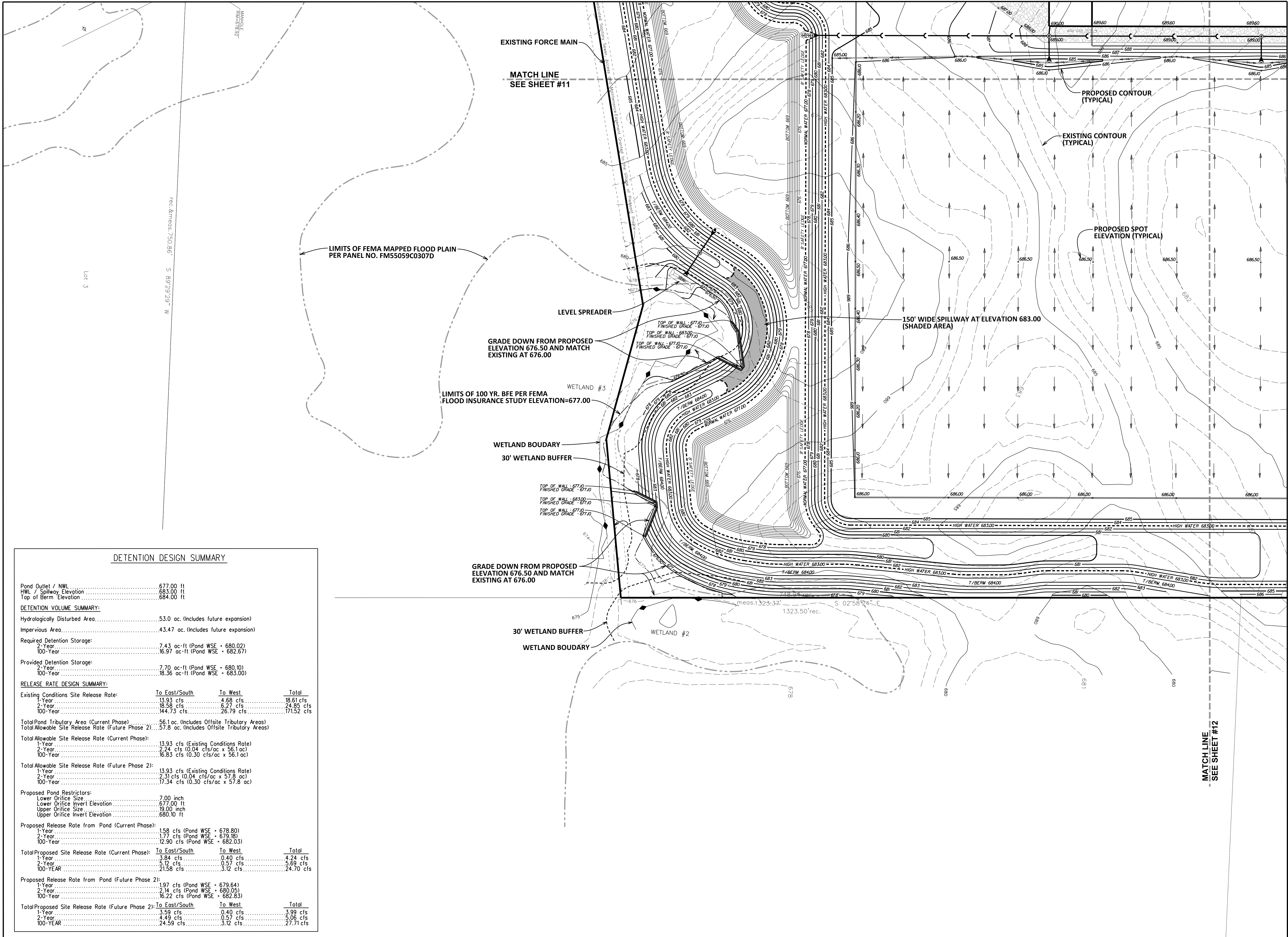
REVISIONS

PARKING LOT GEOMETRICS

SHEET NUMBER
9

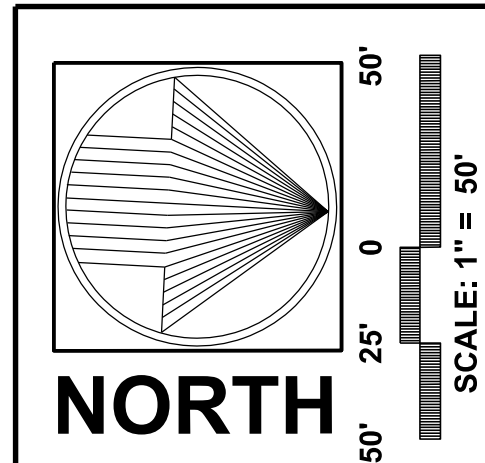
OF 21 SHEETS

JOB No. 1801



DETENTION DESIGN SUMMARY

Pond Outlet / NWL	677.00 ft
HWL / Spillway Elevation	683.00 ft
Top of Berm Elevation	684.00 ft
DETENTION VOLUME SUMMARY:	
Hydrologically Disturbed Area	53.0 ac. (Includes future expansion)
Impervious Area	43.47 ac. (Includes future expansion)
Required Detention Storage:	
2-Year	7.43 ac-ft (Pond WSE = 680.02)
100-Year	16.97 ac-ft (Pond WSE = 682.67)
Provided Detention Storage:	
2-Year	7.70 ac-ft (Pond WSE = 680.10)
100-Year	18.36 ac-ft (Pond WSE = 683.00)
RELEASE RATE DESIGN SUMMARY:	
Existing Conditions Site Release Rate:	To East/South To West Total
1-Year	13.93 cfs 4.68 cfs 18.61 cfs
2-Year	18.58 cfs 6.27 cfs 24.85 cfs
100-Year	144.73 cfs 26.79 cfs 171.52 cfs
Total Pond Tributary Area (Current Phase)	56.1 ac. (Includes Offsite Tributary Areas)
Total Allowable Site Release Rate (Future Phase 2)	57.8 ac. (Includes Offsite Tributary Areas)
Total Allowable Site Release Rate (Current Phase):	
1-Year	13.93 cfs (Existing Conditions Rate)
2-Year	2.24 cfs (0.04 cfs/ac x 56.1 ac)
100-Year	16.83 cfs (0.30 cfs/ac x 56.1 ac)
Total Allowable Site Release Rate (Future Phase 2):	
1-Year	13.93 cfs (Existing Conditions Rate)
2-Year	2.31 cfs (0.04 cfs/ac x 57.8 ac)
100-Year	17.34 cfs (0.30 cfs/ac x 57.8 ac)
Proposed Pond Restrictors:	
Lower Orifice Size	7.00 inch
Lower Orifice Invert Elevation	677.00 ft
Upper Orifice Size	19.00 inch
Upper Orifice Invert Elevation	680.10 ft
Proposed Release Rate from Pond (Current Phase):	
1-Year	1.58 cfs (Pond WSE = 678.80)
2-Year	1.77 cfs (Pond WSE = 679.18)
100-Year	12.90 cfs (Pond WSE = 682.03)
Total Proposed Site Release Rate (Current Phase):	To East/South To West Total
1-Year	3.84 cfs 0.40 cfs 4.24 cfs
2-Year	5.12 cfs 0.57 cfs 5.69 cfs
100-YEAR	21.58 cfs 3.12 cfs 24.70 cfs
Proposed Release Rate from Pond (Future Phase 2):	
1-Year	1.97 cfs (Pond WSE = 679.64)
2-Year	2.14 cfs (Pond WSE = 680.05)
100-Year	16.22 cfs (Pond WSE = 682.83)
Total Proposed Site Release Rate (Future Phase 2):	To East/South To West Total
1-Year	3.59 cfs 0.40 cfs 3.99 cfs
2-Year	4.49 cfs 0.57 cfs 5.06 cfs
100-YEAR	24.59 cfs 3.12 cfs 27.71 cfs



PRAIRIE PRODUCE FARM
 PLEASANT PRAIRIE, WISCONSIN

PEARSON, BROWN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1850 W. WINCHESTER ROAD - SUITE 205
 LIBERTYVILLE, WI 53048
 PHONE: (262) 387-2567
 FAX: (262) 387-2567
 E-MAIL ADDRESS: pba@pearsonbrown.com
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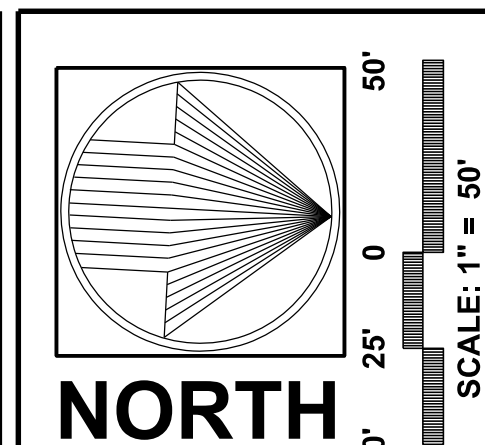
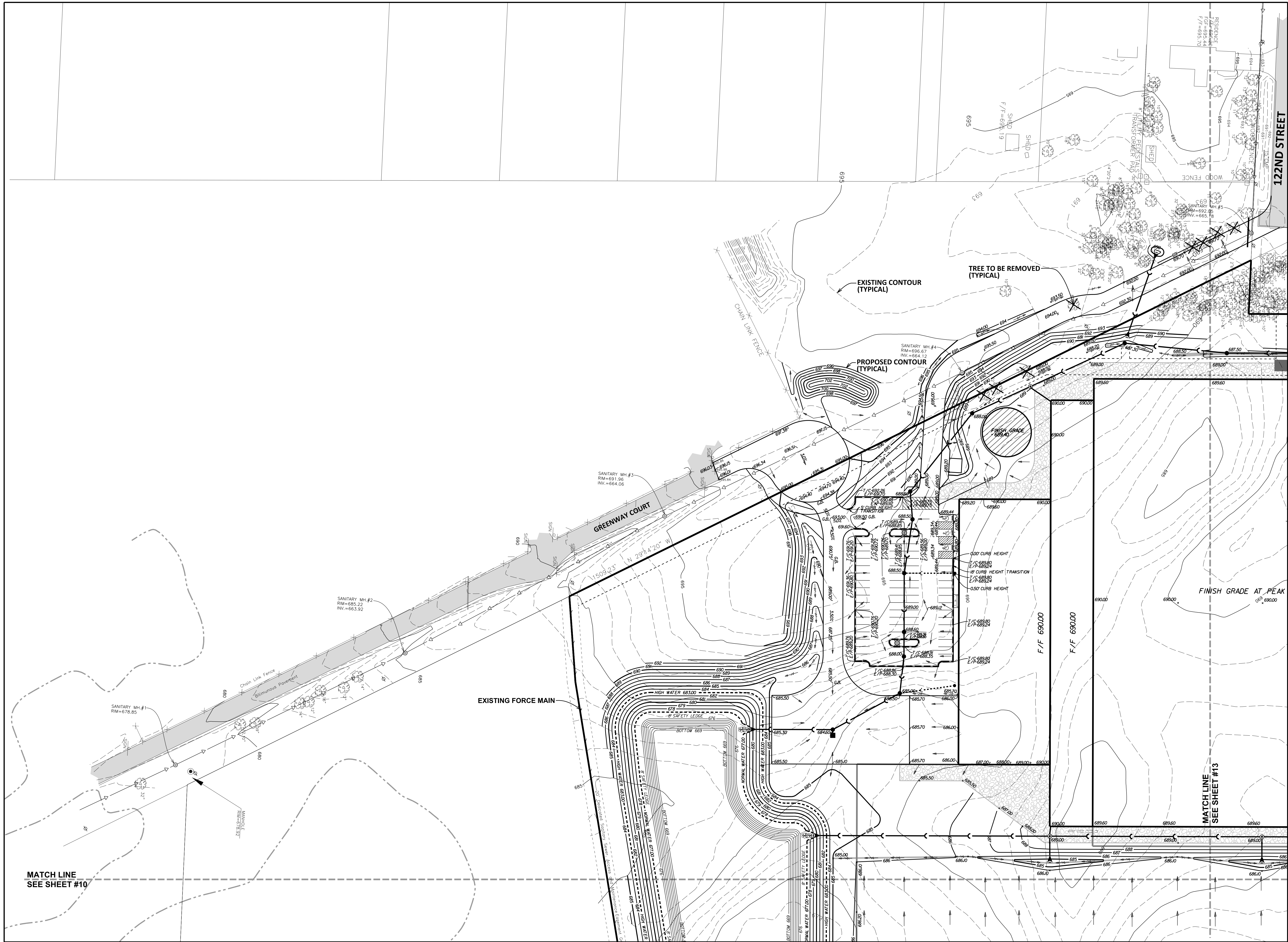
DESIGNED BY: D.S.H.
 DRAWN BY: R.C.J.
 CHECKED BY: A.K.Z.
 ORIGINAL ISSUE: 02/09/18

DATE BY	DESCRIPTION
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06/28/18	RCJ REVISED PER VILLAGE REVIEW COMMENTS
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10/08/18	RCJ REVISED PER CLIENT REQUEST

GRADING - SOUTHEAST

REVISIONS

SHEET NUMBER
10
 OF 21 SHEETS
 JOB No. 1801



PRAIRIE PRODUCE FARM
 PLEASANT PRAIRIE, WISCONSIN

PEARSON, BROWN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
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 PHONE: (630) 387-2527
 FAX: (630) 387-2527
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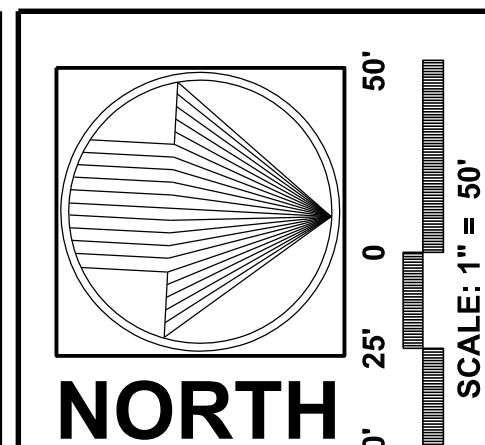
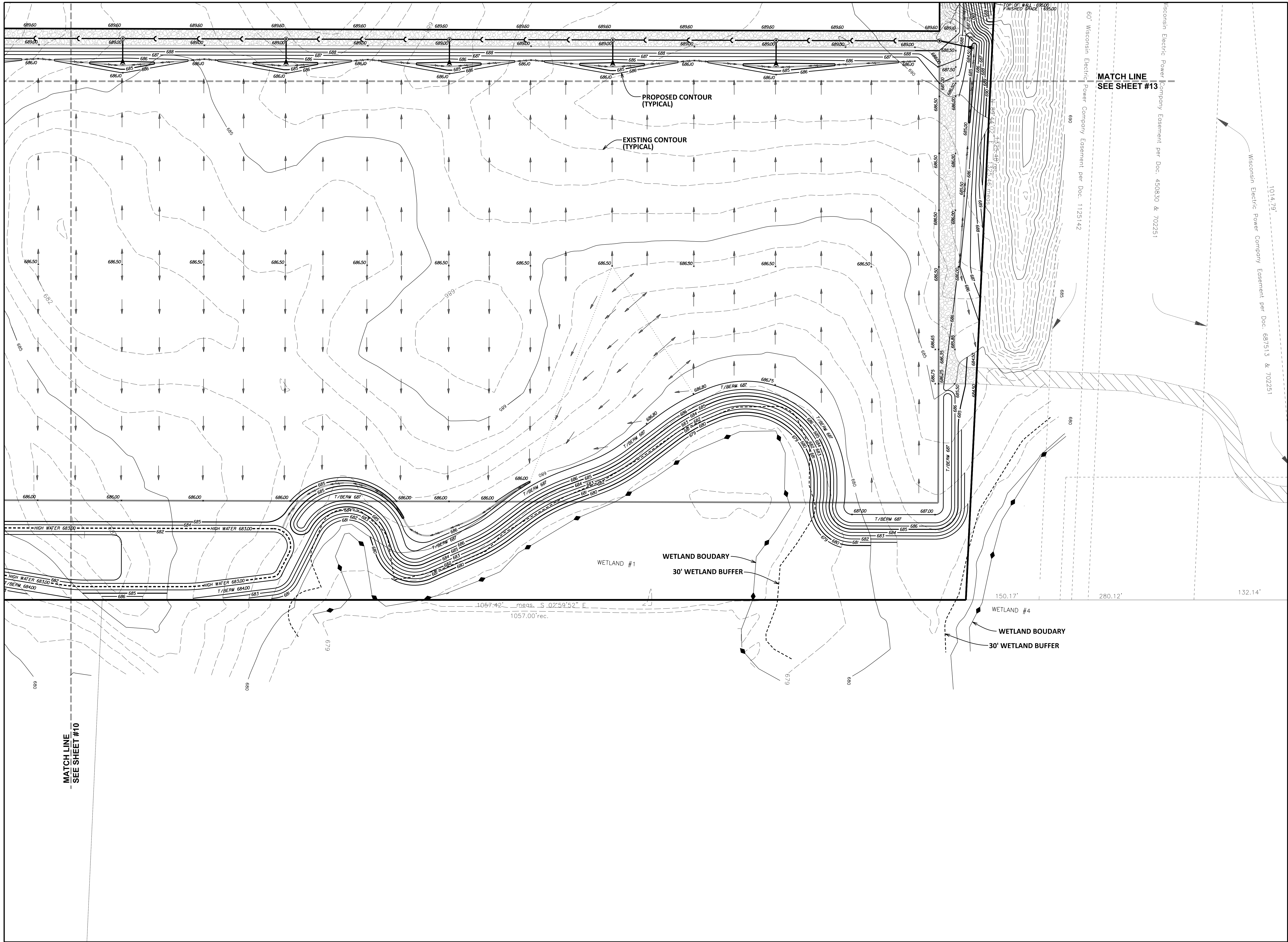
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GRADING - SOUTHWEST

REVISIONS

SHEET NUMBER
11
 OF 21 SHEETS

JOB NO. 1801



PRAIRIE PRODUCE FARM
 PLEASANT PRAIRIE, WISCONSIN

PEARSON, BROWN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1850 W. WINCHESTER ROAD - SUITE 205
 LIBERTYVILLE, IL 60088
 PHONE: (847) 387-2557
 FAX: (847) 387-2557
 E-MAIL ADDRESS: pba@pearsonbrown.com

DESIGNED BY: D.S.H.
 DRAWN BY: R.C.J.
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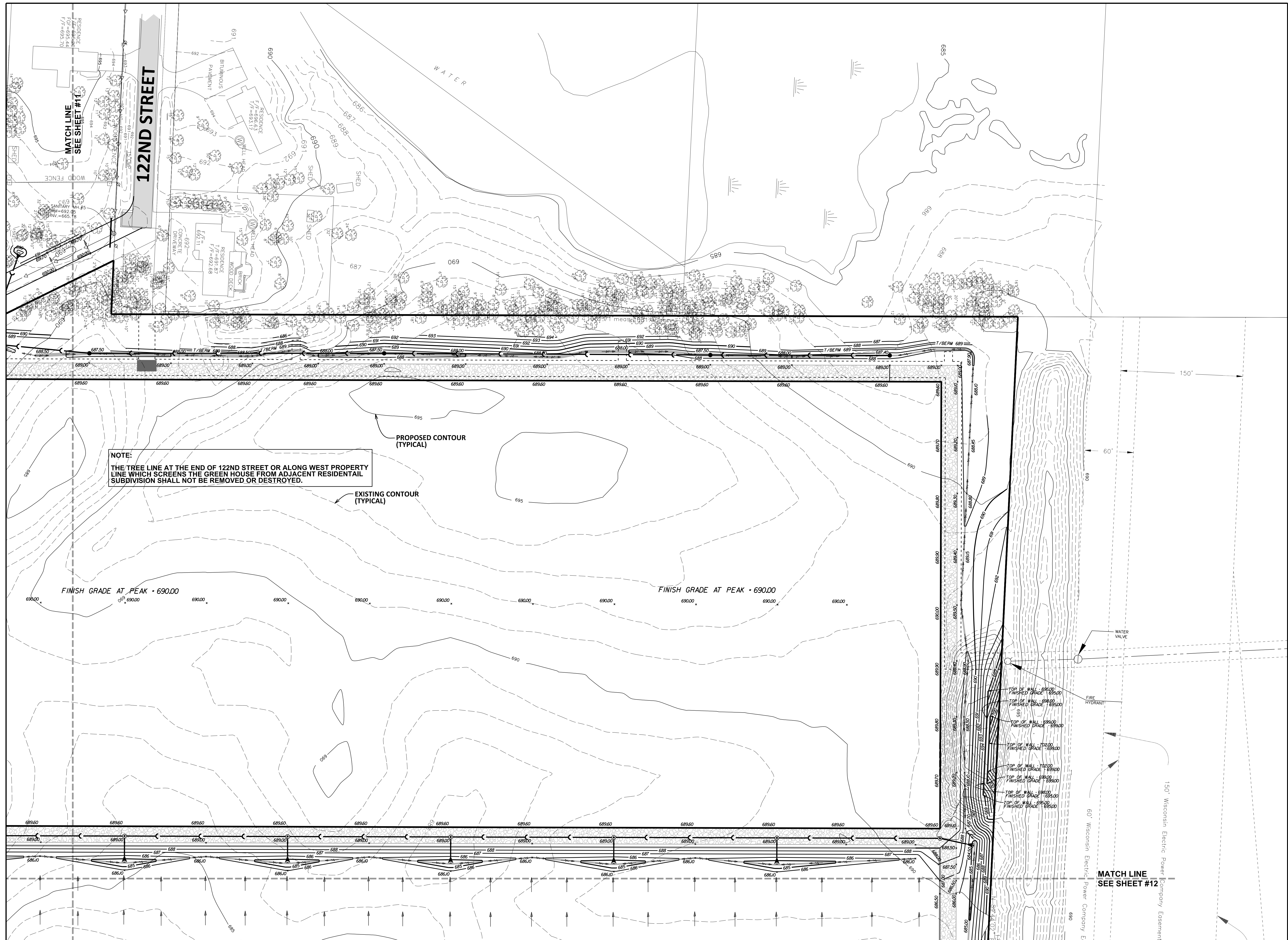
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10/07/18	RCJ REVISED PER VILLAGE REVIEW COMMENTS
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GRADING - NORTHEAST

SHEET NUMBER
12
 OF 21 SHEETS

JOB No. 1801

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NOTE:
THE TREE LINE AT THE END OF 122ND STREET OR ALONG WEST PROPERTY LINE WHICH SCREENS THE GREEN HOUSE FROM ADJACENT RESIDENTIAL SUBDIVISION SHALL NOT BE REMOVED OR DESTROYED.

122ND STREET

PROPOSED CONTOUR (TYPICAL)

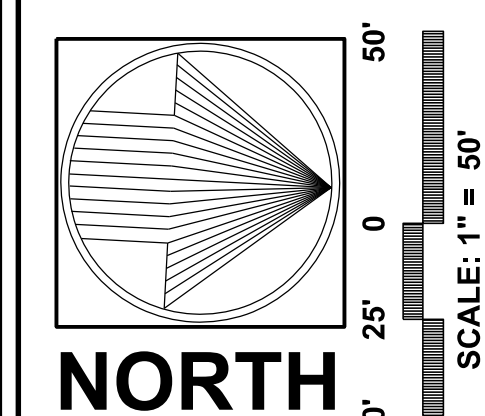
EXISTING CONTOUR (TYPICAL)

FINISH GRADE AT PEAK = 690.00

FINISH GRADE AT PEAK = 690.00

- TOP OF WALL - 696.00
FINISHED GRADE = 696.00
- TOP OF WALL - 694.00
FINISHED GRADE = 694.00
- TOP OF WALL - 692.00
FINISHED GRADE = 692.00
- TOP OF WALL - 702.00
FINISHED GRADE = 699.00
- TOP OF WALL - 702.00
FINISHED GRADE = 699.00
- TOP OF WALL - 694.00
FINISHED GRADE = 694.00
- TOP OF WALL - 694.00
FINISHED GRADE = 694.00
- TOP OF WALL - 694.00
FINISHED GRADE = 694.00

MATCH LINE
SEE SHEET #12



PRAIRIE PRODUCE FARM
PLEASANT PRAIRIE, WISCONSIN

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
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






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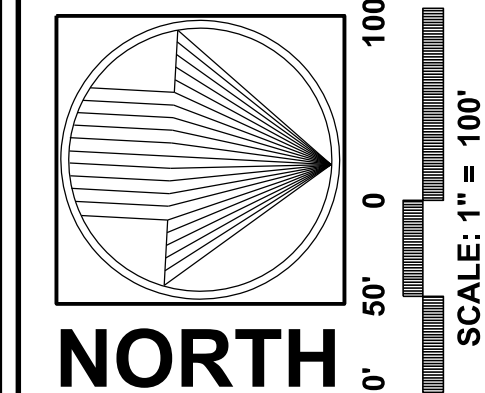
GRADING - NORTHWEST

SHEET NUMBER
13
OF 21 SHEETS

JOB No. 1801

LEGEND

-  INLET PROTECTION
-  TRIANGULAR SILT DIKE
-  CONCRETE WASHOUT
-  STABILIZED CONSTRUCTION ENTRANCE
-  STOCKPILE WITH SILT FENCE
-  SILT FENCE
-  DOUBLE ROW SILT FENCE
-  NAG S75 BLANKET
-  NAG SC150 BLANKET

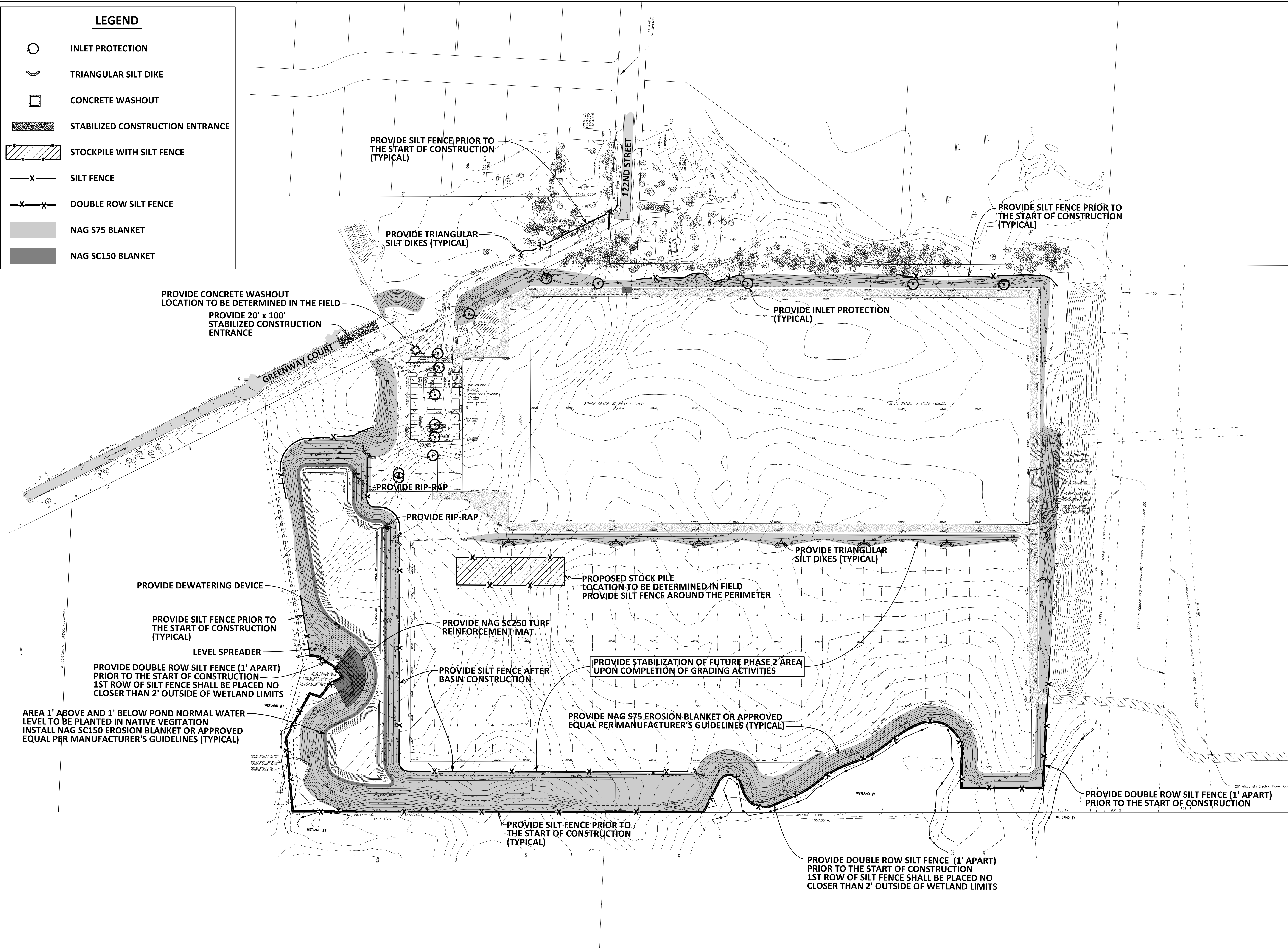


PRAIRIE PRODUCE FARM
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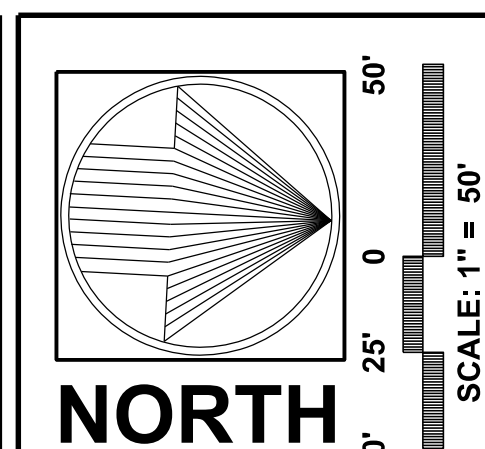
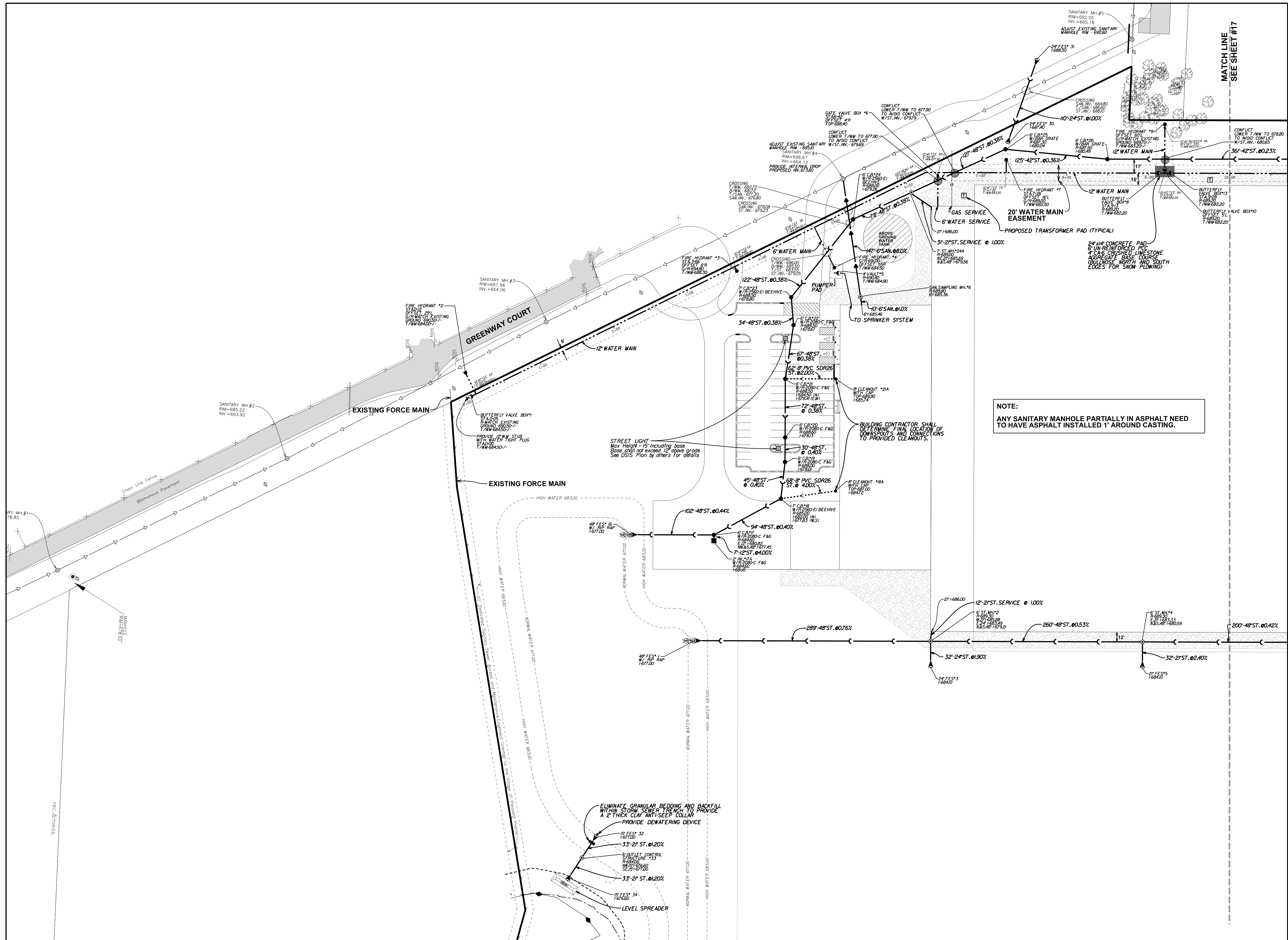
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EROSION CONTROL PLAN

REVISIONS

SHEET NUMBER
14
 OF 21 SHEETS

JOB No. 1801



PRAIRIE PRODUCE FARM
PLEASANT PRAIRIE, WISCONSIN

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CONSULTING ENGINEERS
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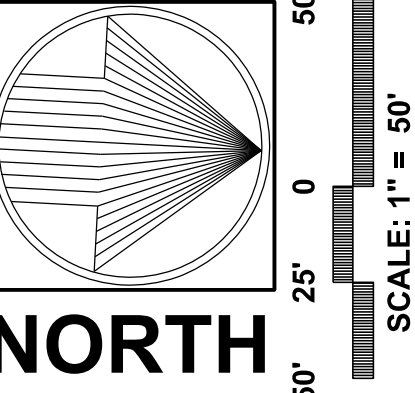
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UTILITY - SOUTH

REVISIONS

SHEET NUMBER
16
OF 21 SHEETS

JOB No. 1801



PRAIRIE PRODUCE FARM
 PLEASANT PRAIRIE, WISCONSIN
PEARSON, BROWN & ASSOCIATES, INC.
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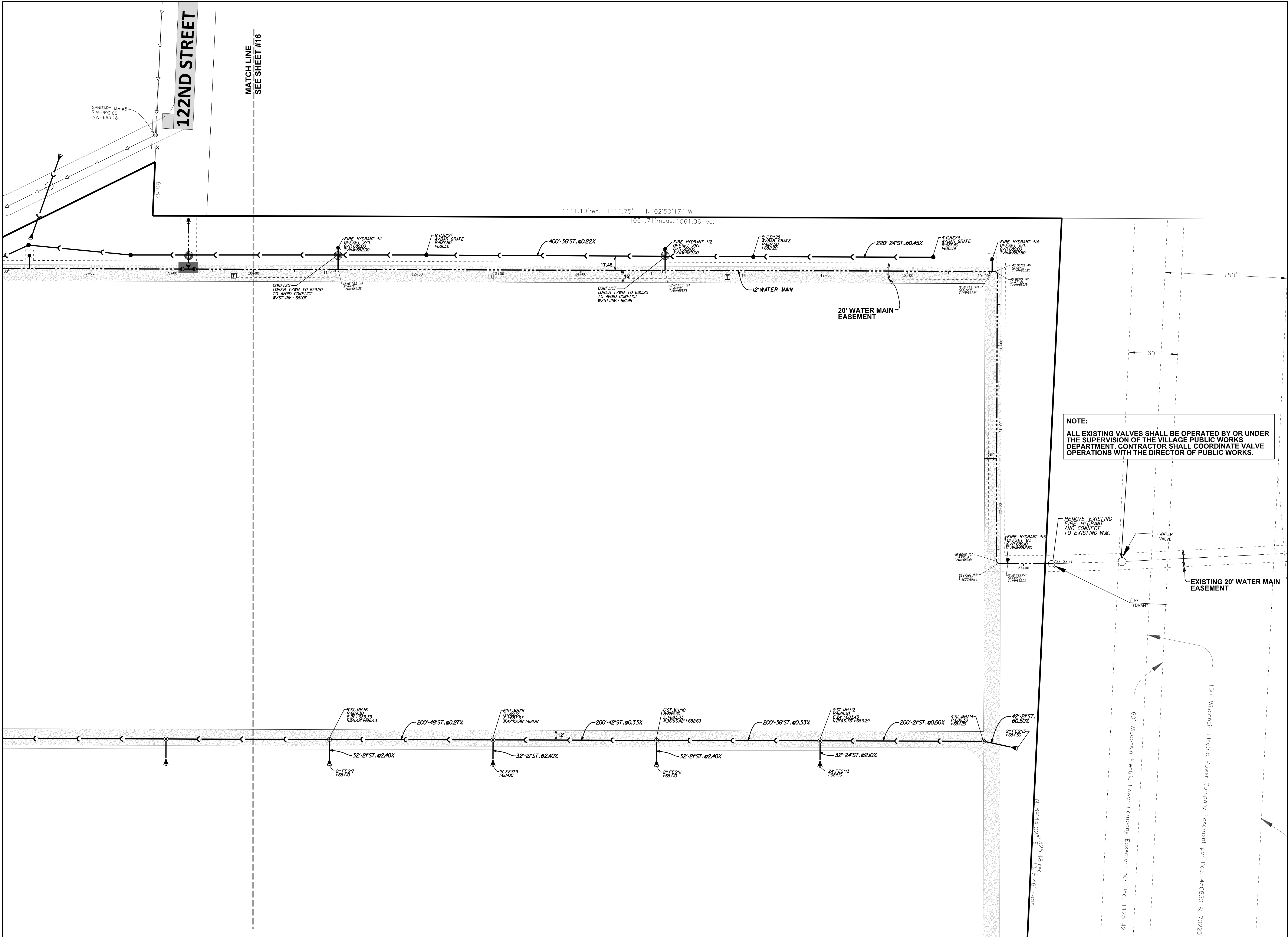
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UTILITY - NORTH

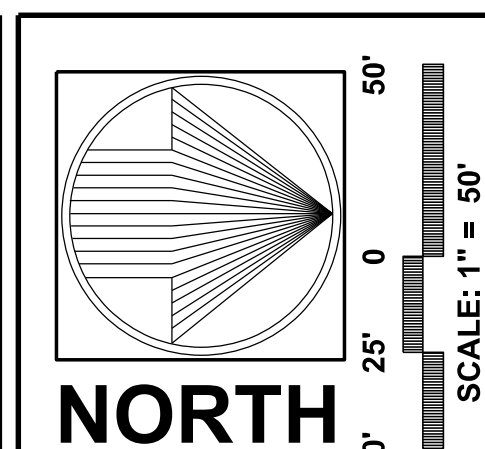
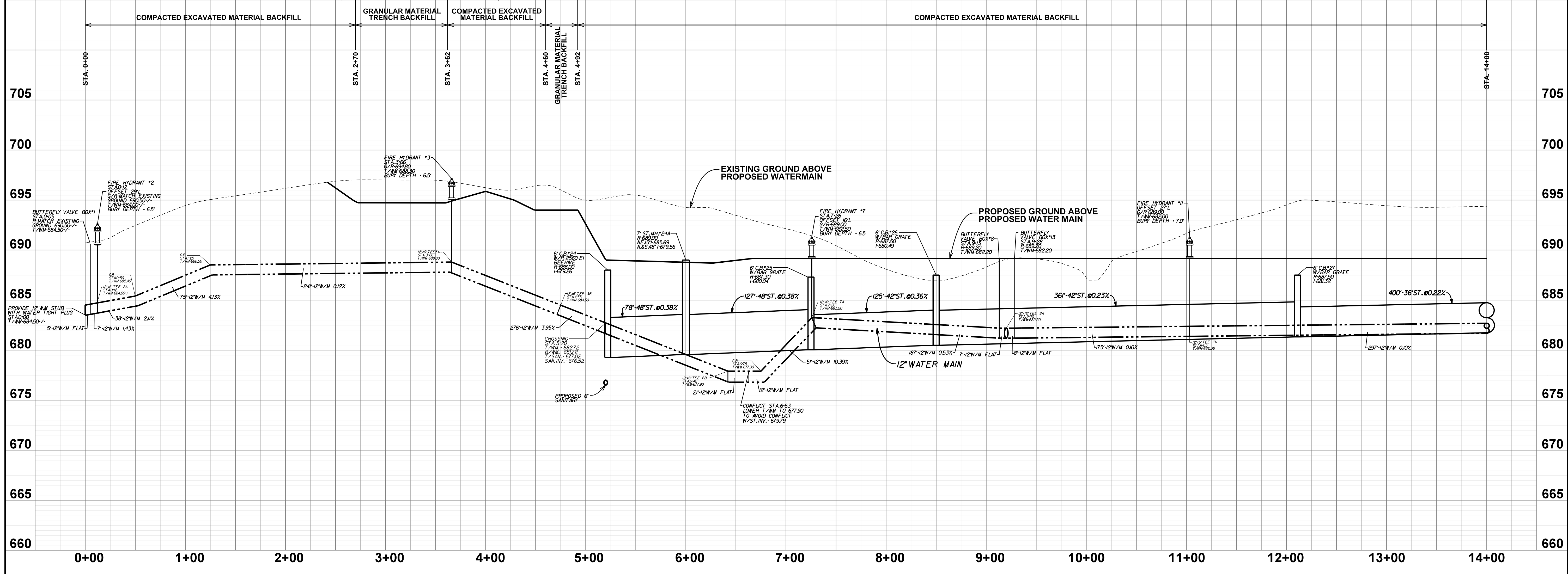
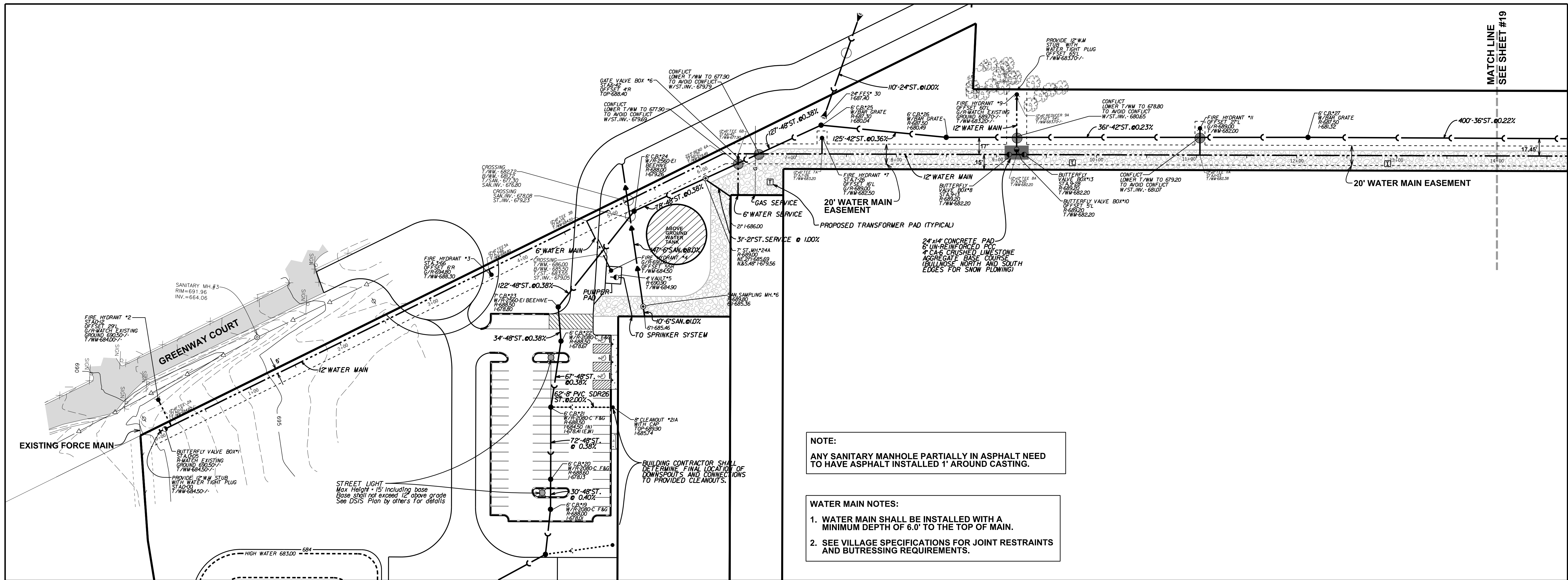
SHEET NUMBER
17
 OF 21 SHEETS

JOB No. 1801



NOTE:
 ALL EXISTING VALVES SHALL BE OPERATED BY OR UNDER THE SUPERVISION OF THE VILLAGE PUBLIC WORKS DEPARTMENT. CONTRACTOR SHALL COORDINATE VALVE OPERATIONS WITH THE DIRECTOR OF PUBLIC WORKS.

REMOVE EXISTING FIRE HYDRANT AND CONNECT TO EXISTING W.M.
 WATER VALVE
 EXISTING 20' WATER MAIN EASEMENT
 FIRE HYDRANT
 150' Wisconsin Electric Power Company Easement per Doc. 450830 & 702251
 60' Wisconsin Electric Power Company Easement per Doc. 1125142



PRAIRIE PRODUCE FARM
PLEASANT PRAIRIE, WISCONSIN

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60088
PHONE: (631) 367-2517
FAX: (631) 367-2517
E-MAIL ADDRESS: pba@pearsonbrown.com

DESIGNED BY: D.S.H.
DRAWN BY: R.C.J.
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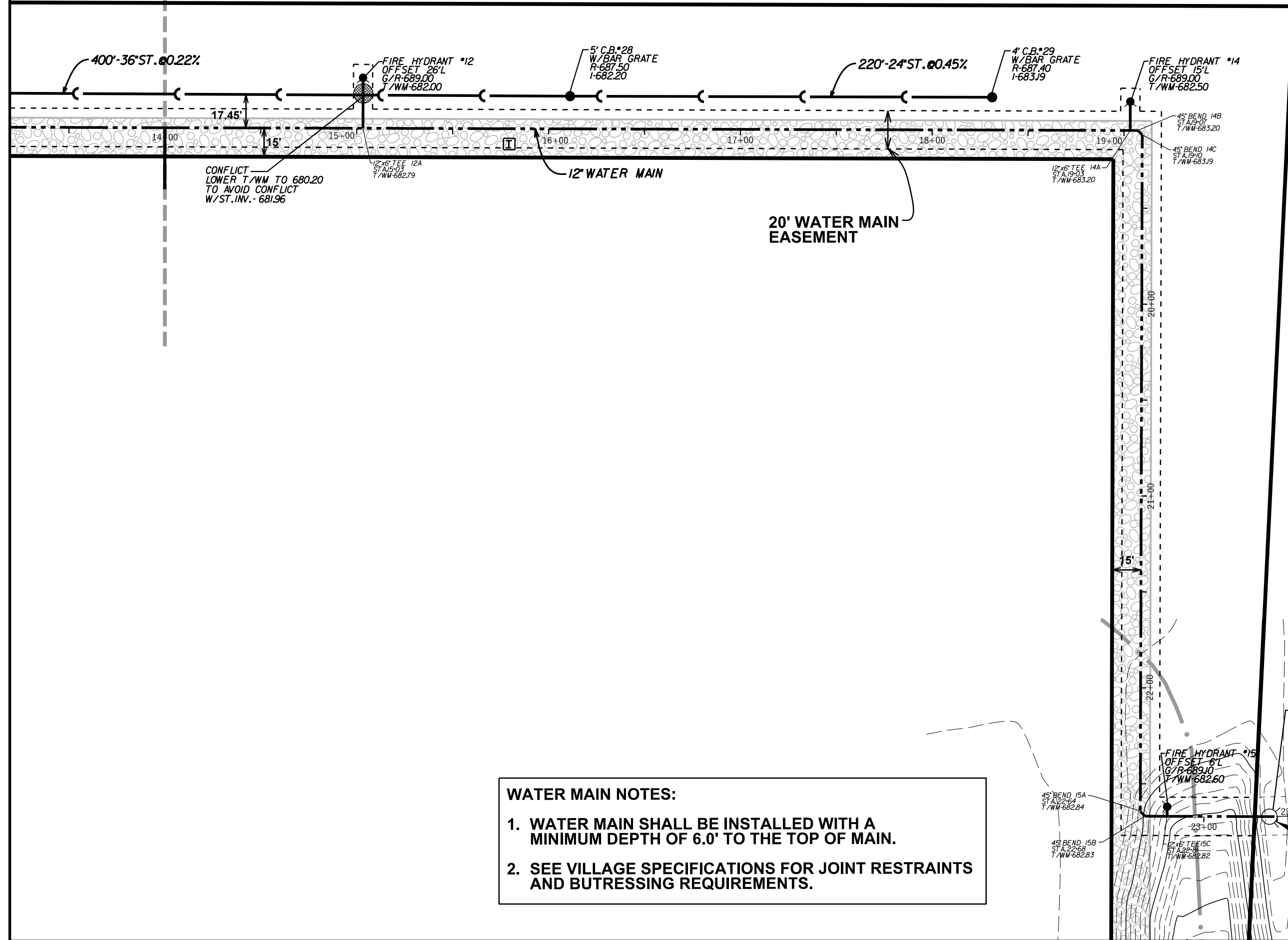
REVISIONS

WATER MAIN PLAN & PROFILE - SOUTH

SHEET NUMBER
18
OF 21 SHEETS

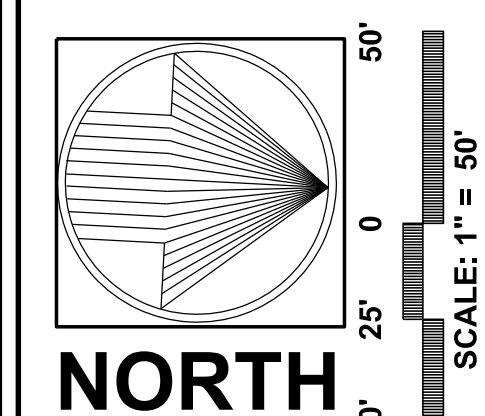
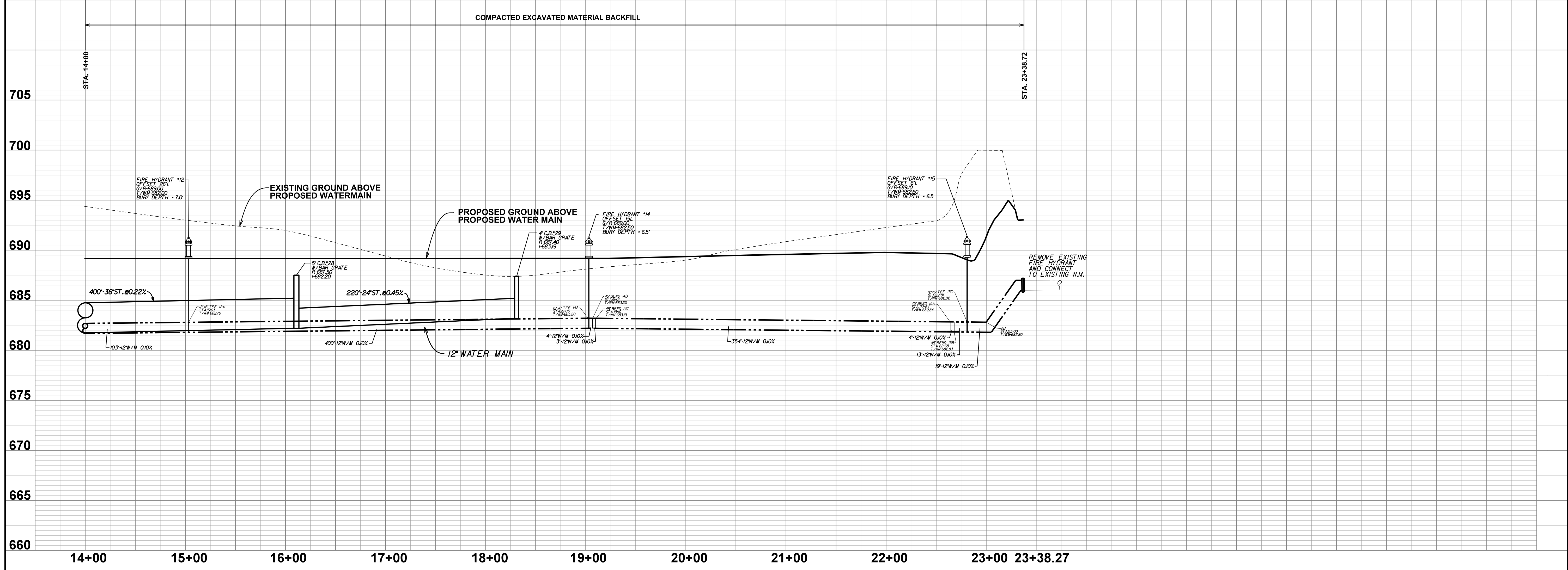
JOB No. 1801

MATCH LINE
SEE SHEET #18



NOTE:
ALL EXISTING VALVES SHALL BE OPERATED BY OR UNDER THE SUPERVISION OF THE VILLAGE PUBLIC WORKS DEPARTMENT. CONTRACTOR SHALL COORDINATE VALVE OPERATIONS WITH THE DIRECTOR OF PUBLIC WORKS.

- WATER MAIN NOTES:**
1. WATER MAIN SHALL BE INSTALLED WITH A MINIMUM DEPTH OF 6.0' TO THE TOP OF MAIN.
 2. SEE VILLAGE SPECIFICATIONS FOR JOINT RESTRAINTS AND BUTRESSING REQUIREMENTS.



PRAIRIE PRODUCE FARM
PLEASANT PRAIRIE, WISCONSIN

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60088
PHONE: (847) 387-2527
E-MAIL ADDRESS: pba@pearsonbrown.com

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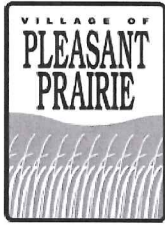
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REVISIONS

WATER MAIN PLAN & PROFILE - SOUTH

SHEET NUMBER
19
OF 21 SHEETS

JOB No. 1801



CERTIFIED SURVEY MAP APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to subdivide the property with a Certified Survey Map (CSM) as hereinafter requested:

Property Location: 122nd Avenue and Greenway Court

Legal Description: See attached CSM for legal description

Tax Parcel Number(s): 92-4-122-332-0102

Existing Zoning District(s): C-1, C-2, A-2 and FPO

Select all that apply:

- The property abuts or adjoins State Trunk Highway _____
- The property abuts or adjoins County Trunk Highway _____
- Municipal Sanitary Sewer is available to service said property
- Municipal Water is available to service said property

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

I (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER:

Print Name: GAR Farms, LLC.

Signature: *Norman Clonard*

Address: 815 116th Street

Pleasant Prairie WI 53158
(City) (State) (Zip)

Phone: 262 630 8819

Fax: _____

Email: _____

Date: APRIL 9 2018

APPLICANT/AGENT:

Print Name: John Shannon

Signature: *John Shannon*

Address: 5605 Washington Ave

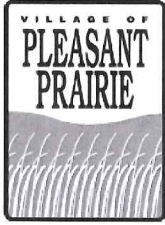
Racine WI 53406
(City) (State) (Zip)

Phone: 262-637-1260

Fax: 262-637-1460

Email: jgs@wislegal-team.com

Date: 4/9/18



CERTIFIED SURVEY MAP APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to subdivide the property with a Certified Survey Map (CSM) as hereinafter requested:

Property Location: 128th Street & Greenway Court

Legal Description: See attached CSM for legal description

Tax Parcel Number(s): 92-4-122-333-0800

Existing Zoning District(s): I-1, C-1 and FPO

Select all that apply:

- The property abuts or adjoins State Trunk Highway _____
- The property abuts or adjoins County Trunk Highway _____
- Municipal Sanitary Sewer is available to service said property
- Municipal Water is available to service said property

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

I (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER:

Print Name: Sanitary District 73-1

Signature: [Signature]

Address: 8001 28th Street
Pleasant Prairie WI 53158
 (City) (State) (Zip)

Phone: 262-925-6721

Fax: _____

Email: _____

Date: 4/10/18

APPLICANT/AGENT:

Print Name: John Shannon

Signature: [Signature]

Address: 5605 Washington Avenue
Racine WI 53406
 (City) (State) (Zip)

Phone: 262-637-1260

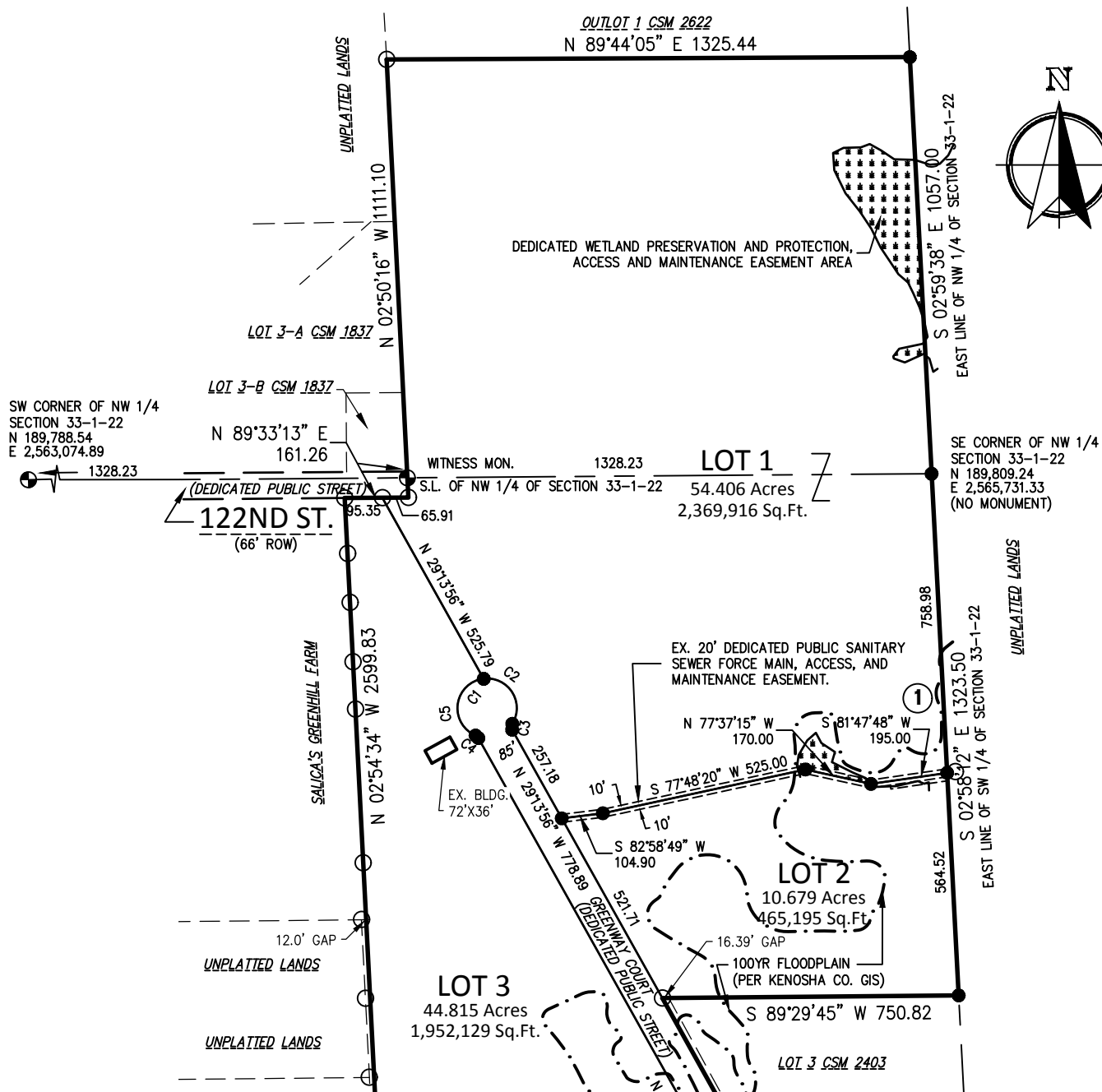
Fax: 262-637-1460

Email: jgs@wislegalteam.com

Date: 4/9/18

CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



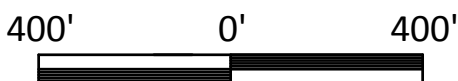
① 20' DEDICATED SANITARY SEWER, ACCESS, AND MAINTENANCE EASEMENT.

NOTES:

ZONING OF PARCELS ARE I-1, C-1, C-2 & A-2
 OWNER/LAND SPLITTER: GAR FARMS, LLC
 ADDRESS: 815 116TH ST. PLEASANT PRAIRIE, WI 53158
 OWNER/LAND SPLITTER: SANITARY DIST. 73-1
 ADDRESS: 8000 128TH ST. PLEASANT PRAIRIE, WI 53158
 ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.
 BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.
 BASED UPON NAD 1927. THE SOUTHLINE OF SW 1/4 SECTION 31-1-22 IS ASSUMED TO BEAR S 89°26'18" W.

LEGEND:

- 1" O.D. IRON PIPE FOUND
- 5/8" O.D.x18" REBAR - 1.68LBS/LIN FT. SET
- CONC. MON. W / SEWRPC BRASS CAP FOUND
- ⊙ CONC. MON. W / BRASS CAP FOUND



SCALE 1"=400'



Nielsen Madsen + Barber

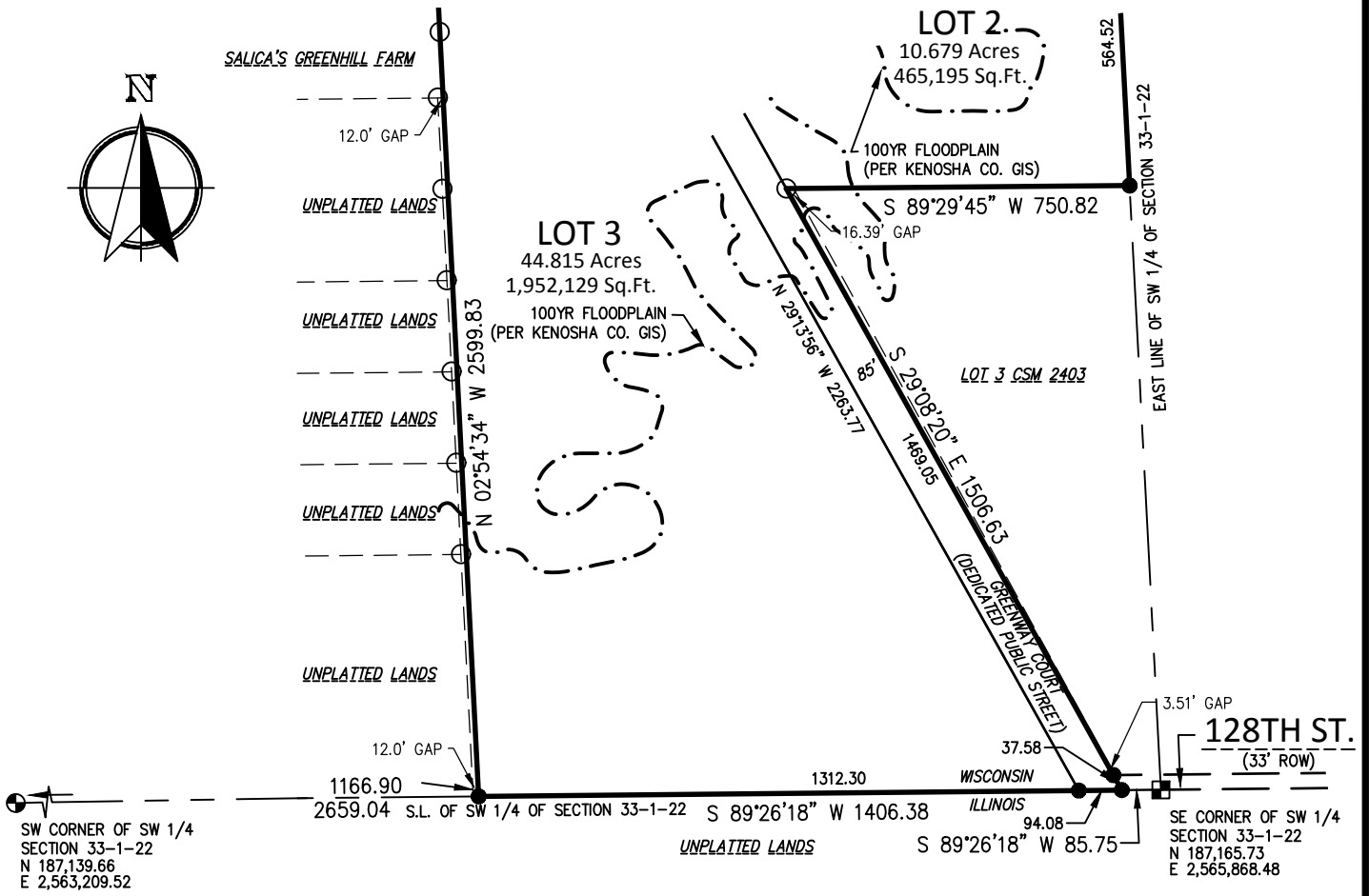
CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406

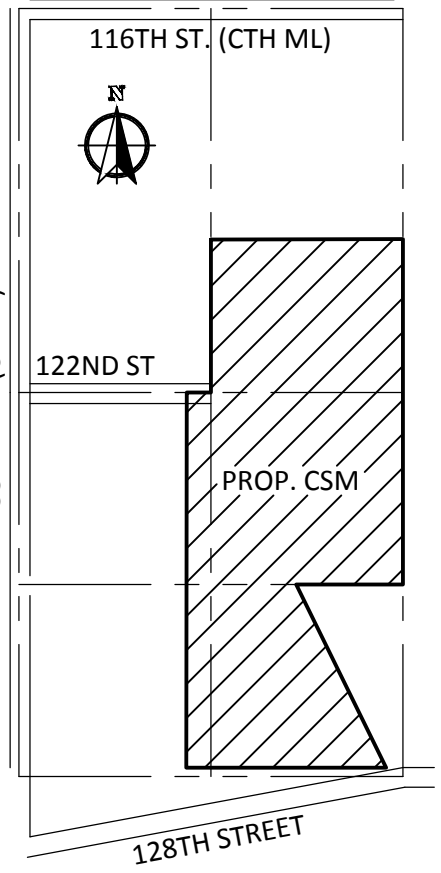
Tele: (262)634-5588 Website: www.nmbosc.net

CERTIFIED SURVEY MAP NO. _____

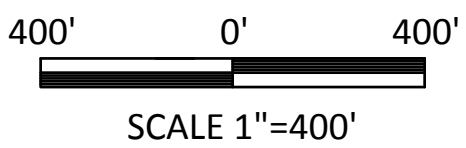
RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



LOCATION MAP
NW 1/4 & SW 1/4 SEC. 33-1-22



Boundary Curve Table				
Curve #	Radius	Arc	Chord Direction	Chord Length
C1	75.00	364.71	S72° 15' 37"W	97.79
C2	75.00	167.73	N32° 29' 50"W	134.90
C3	15.00	15.92	S01° 10' 09"W	15.18
C4	15.00	9.90	N48° 08' 29"W	9.72
C5	75.00	196.98	S08° 11' 33"W	145.05



Nielsen Madsen + Barber

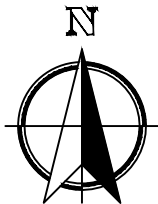
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CERTIFIED SURVEY MAP NO. _____

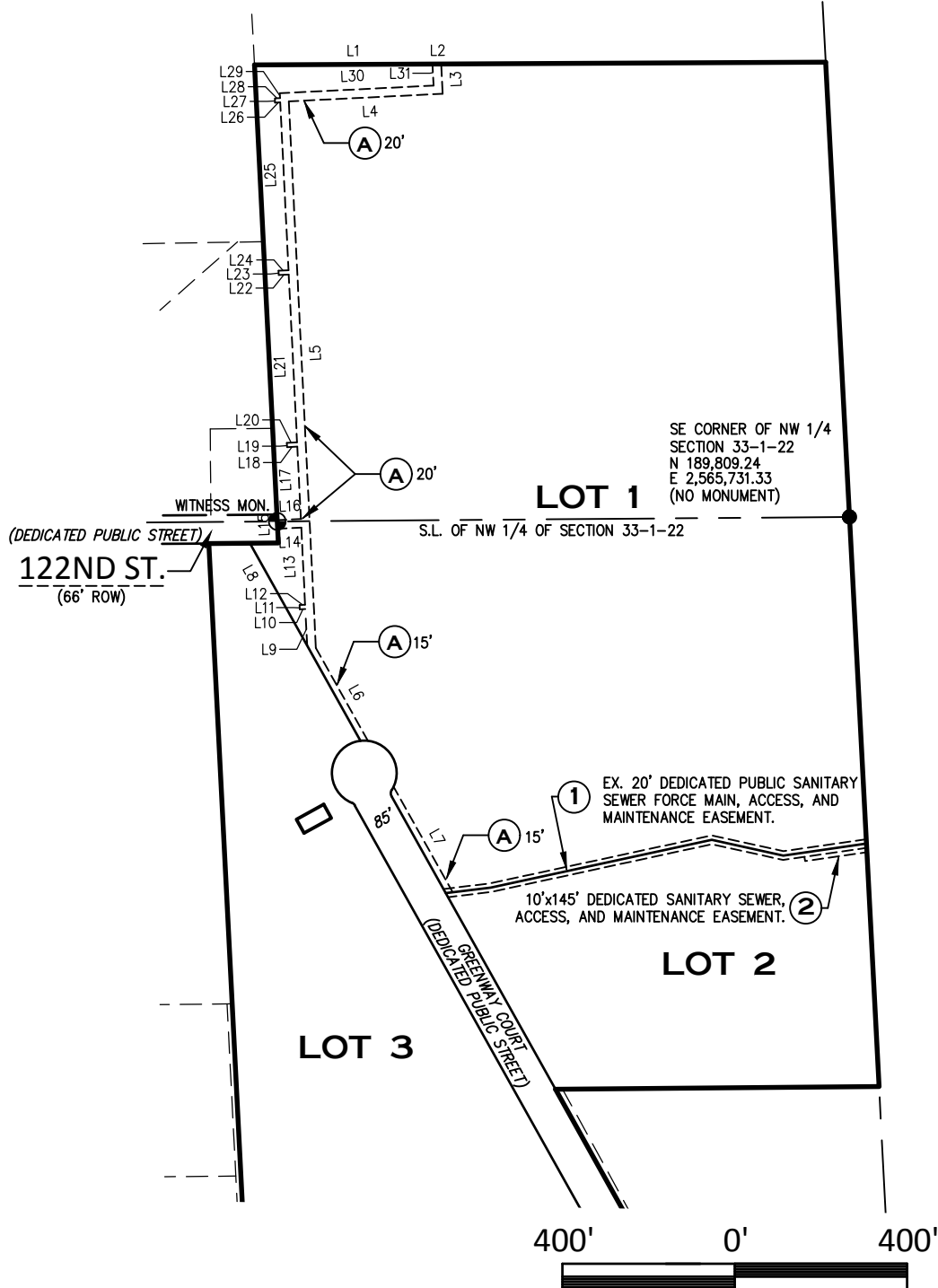
RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NEW EASEMENT DEDICATIONS

DEDICATED WATERMAIN, ACCESS AND MAINTENANCE EASEMENT AND DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT



Easement Line Table		
Line #	Length	Direction
L1	412.94	N89° 44' 05"E
L2	20.02	N89° 44' 05"E
L3	69.26	S02° 50' 17"E
L4	357.40	S87° 09' 43"W
L5	1269.99	S02° 50' 17"E
L6	247.29	S29° 13' 56"E
L7	281.07	S29° 13' 56"E
L8	271.78	S29° 13' 56"E
L9	62.64	N02° 58' 54"W
L10	13.00	S87° 09' 43"W
L11	10.00	N02° 50' 17"W
L12	13.00	N87° 09' 43"E
L13	179.42	N02° 50' 17"W
L14	55.13	S87° 09' 43"W
L15	20.00	N02° 50' 16"W
L16	55.13	N87° 09' 43"E
L17	168.08	N02° 50' 17"W
L18	23.70	S87° 09' 43"W
L19	10.00	N02° 50' 17"W
L20	23.70	N87° 09' 43"E
L21	390.00	N02° 50' 17"W
L22	23.30	S87° 09' 43"W
L23	10.00	N02° 50' 17"W
L24	23.30	N87° 09' 43"E
L25	390.00	N02° 50' 17"W
L26	12.00	S87° 09' 43"W
L27	10.00	N02° 50' 17"W
L28	12.00	N87° 09' 43"E
L29	11.26	N02° 50' 17"W
L30	357.40	N87° 09' 43"E
L31	50.16	N02° 50' 16"W



- (A) DEDICATED PUBLIC WATER MAIN, ACCESS, AND MAINTENANCE EASEMENT.
- (1) 20' DEDICATED PUBLIC SANITARY SEWER FORCE MAIN, ACCESS, AND MAINTENANCE EASEMENT.
- (2) 10' DEDICATED SANITARY SEWER, ACCESS, AND MAINTENANCE EASEMENT.



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 CIVIL ENGINEERS AND LAND SURVEYORS
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 Tele: (262)634-5588 Website: www.nmbssc.net

CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

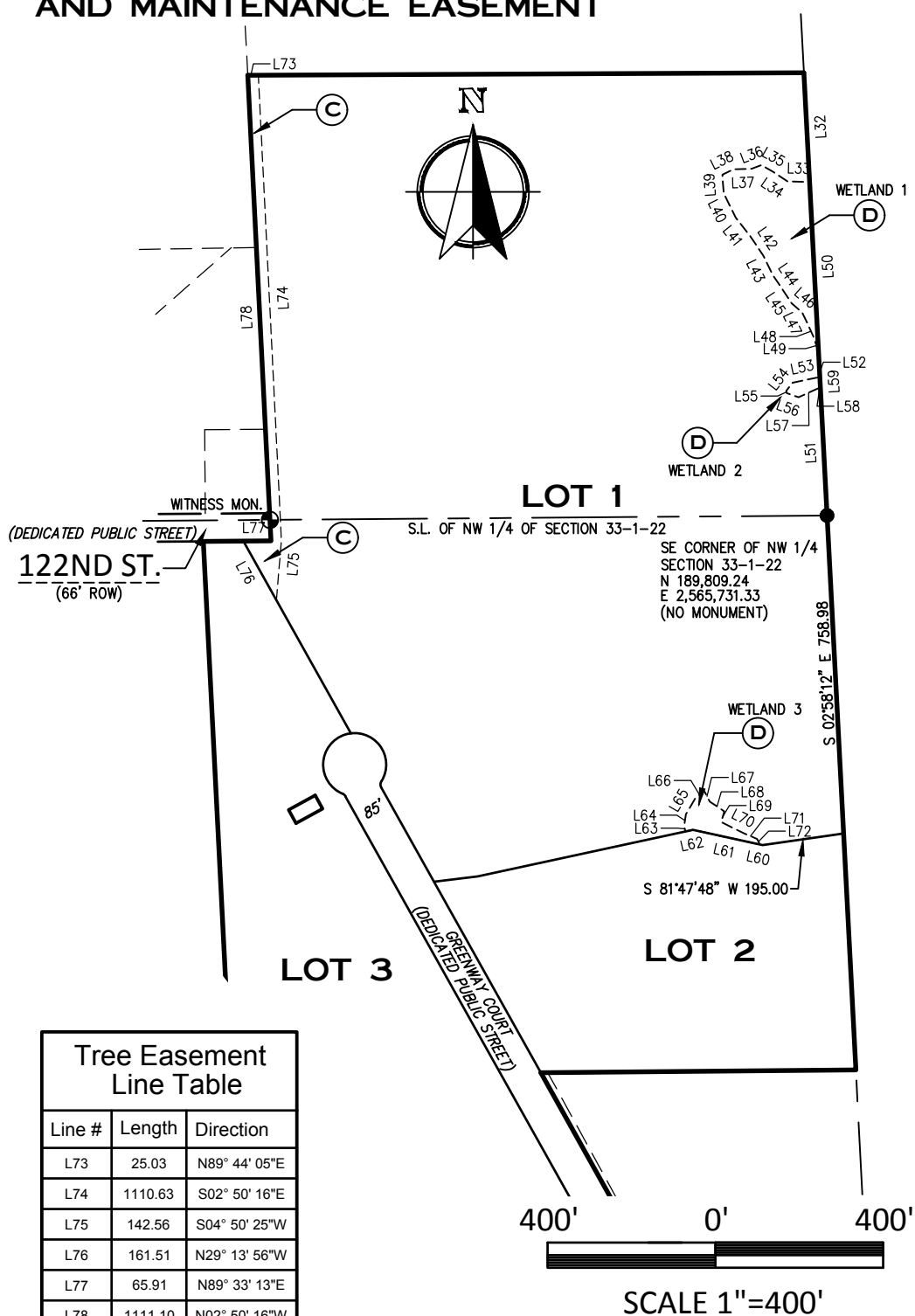
NEW EASEMENT DEDICATIONS DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT DEDICATED TREE PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT

Wetland Easement Line Table

Line #	Length	Direction
L32	260.67	S02° 59' 38"E
L33	52.88	N88° 35' 37"W
L34	40.63	N56° 05' 32"W
L35	32.84	N60° 34' 57"W
L36	24.14	S69° 12' 38"W
L37	43.85	S88° 16' 39"W
L38	29.41	S63° 43' 30"W
L39	43.76	S03° 57' 22"E
L40	64.76	S26° 03' 34"E
L41	58.12	S37° 54' 55"E
L42	53.04	S33° 57' 31"E
L43	53.66	S26° 15' 08"E
L44	40.39	S34° 01' 11"E
L45	40.45	S33° 32' 40"E
L46	32.09	S49° 05' 12"E
L47	30.37	S25° 58' 43"E
L48	39.24	S24° 11' 07"E
L49	33.35	S17° 33' 55"E
L50	406.27	N02° 59' 38"W
L51	300.33	N02° 59' 38"W
L52	8.05	S34° 31' 55"W
L53	61.58	S77° 56' 47"W
L54	24.41	S37° 50' 57"W
L55	5.63	S13° 38' 56"E
L56	29.80	S70° 30' 30"E
L57	52.35	N65° 18' 23"E
L58	6.00	S51° 07' 20"E
L59	36.13	N02° 59' 38"W
L60	6.42	N77° 37' 15"W
L61	163.58	N77° 37' 15"W
L62	17.99	S77° 48' 20"W
L63	12.44	N16° 33' 52"W
L64	28.72	N08° 09' 53"E
L65	43.15	N30° 16' 57"E
L66	29.03	N49° 07' 36"E
L67	29.10	S28° 02' 09"E
L68	41.37	S56° 14' 27"E
L69	26.60	S16° 28' 22"W
L70	60.70	S63° 38' 52"E
L71	33.85	S66° 45' 35"E
L72	15.17	S27° 53' 53"E

Tree Easement Line Table

Line #	Length	Direction
L73	25.03	N89° 44' 05"E
L74	1110.63	S02° 50' 16"E
L75	142.56	S04° 50' 25"W
L76	161.51	N29° 13' 56"W
L77	65.91	N89° 33' 13"E
L78	1111.10	N02° 50' 16"W



© DEDICATED TREE PROTECTION AND PRESERVATION, ACCESS, AND MAINTENANCE EASEMENT.

Ⓓ DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS, AND MAINTENANCE EASEMENT.



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This Instrument was drafted by Mark R. Madsen October 9, 2018

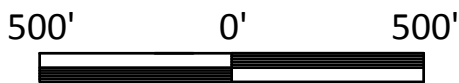
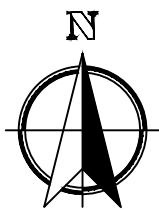
2018.0020.01.DWG
SHEET 4 OF 21 SHEETS

CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NEW EASEMENT DEDICATIONS

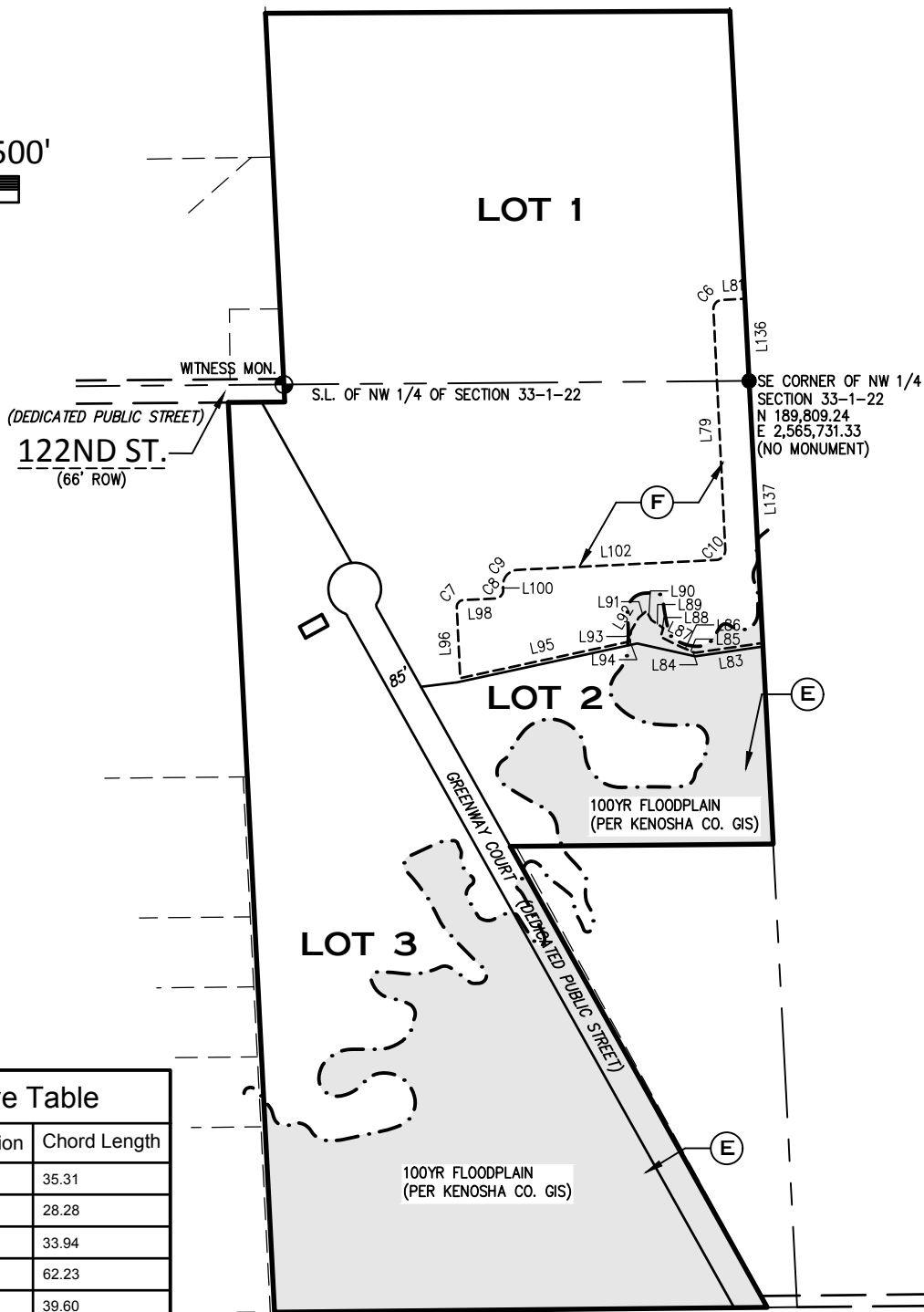
DEDICATED FLOODPLAIN PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT
DEDICATED STORM WATER DRAINAGE RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT



SCALE 1"=500'

Storm Easement Line Table		
Line #	Length	Direction
L79	687.37	N02° 50' 17"W
L81	66.22	N87° 00' 08"E
L83	194.10	S81° 47' 48"W
L84	13.01	N77° 37' 15"W
L85	2.10	N29° 12' 31"W
L86	33.85	N66° 45' 35"W
L87	60.70	N63° 38' 52"W
L88	26.60	N16° 28' 22"E
L89	41.37	N56° 14' 27"W
L90	29.10	N28° 02' 09"W
L91	29.03	S49° 07' 36"W
L92	43.15	S30° 16' 57"W
L93	28.72	S08° 09' 53"W
L94	2.42	S16° 33' 52"E
L95	495.71	S77° 48' 20"W
L96	202.02	N02° 50' 17"W
L98	91.00	N87° 09' 43"E
L100	10.49	N02° 50' 17"W
L102	566.89	N87° 09' 43"E
L136	234.70	S02° 59' 38"E
L137	748.94	S02° 58' 12"E

Storm Easement Curve Table				
Curve #	Radius	Arc	Chord Direction	Chord Length
C6	25.00	39.20	N42° 04' 55"E	35.31
C7	20.00	31.42	N42° 09' 43"E	28.28
C8	24.00	37.70	N42° 09' 43"E	33.94
C9	44.00	69.12	N42° 09' 43"E	62.23
C10	28.00	43.98	N42° 09' 43"E	39.60



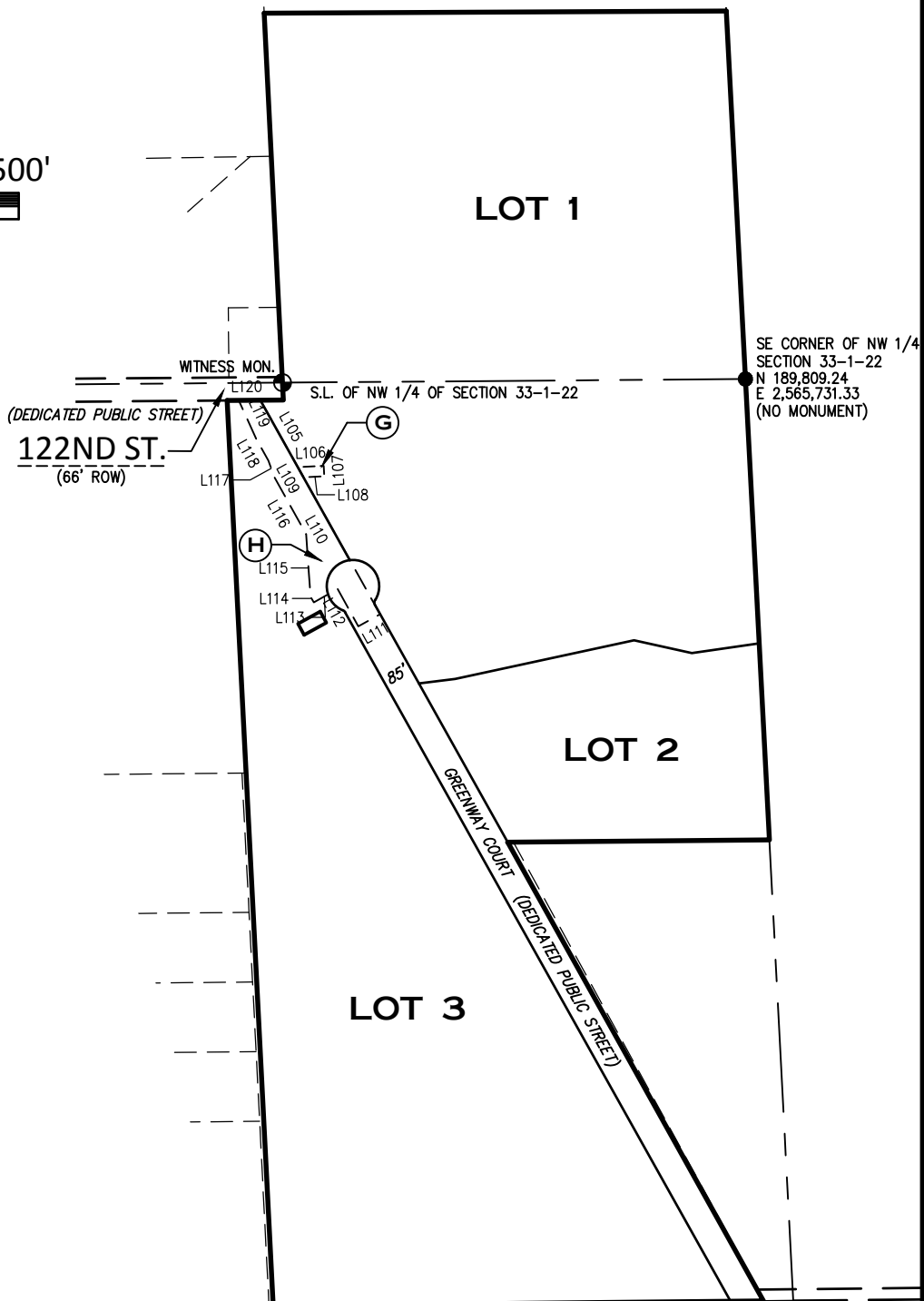
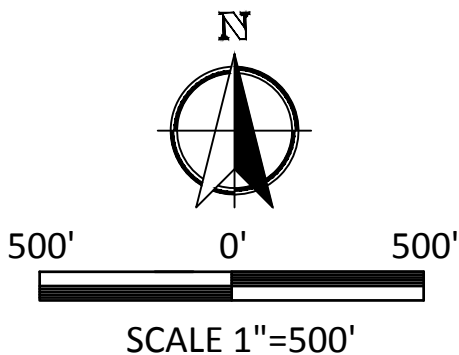
- (E) DEDICATED FLOODPLAIN PROTECTION AND PRESERVATION, ACCESS, AND MAINTENANCE EASEMENT.
- (F) DEDICATED STORM WATER DRAINAGE RETENTION BASIN, ACCESS, AND MAINTENANCE EASEMENT.

CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NEW EASEMENT DEDICATIONS

DEDICATED UTILITY EASEMENT TEMPORARY DEDICATED PUBLIC STREET EASEMENT



Line #	Length	Direction
L105	219.94	S29° 13' 56"E
L106	74.22	N87° 09' 43"E
L107	30.00	S02° 50' 17"E
L108	59.33	S87° 09' 43"W
L109	33.49	N29° 13' 56"W

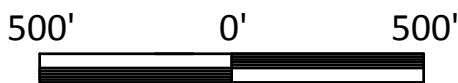
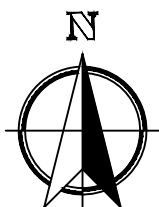
Line #	Length	Direction
L110	703.19	N29° 13' 56"W
L111	71.59	N60° 45' 40"E
L112	122.51	S28° 59' 40"E
L113	78.41	N60° 36' 41"E
L114	18.97	S29° 23' 19"E
L115	180.31	S04° 05' 34"E
L116	186.96	S29° 10' 05"E
L117	50.24	S19° 52' 11"E
L118	69.77	S29° 14' 20"E
L119	122.80	S24° 34' 04"E
L120	62.27	S89° 33' 13"W

- (G)** DEDICATED UTILITY EASEMENT.
- (H)** TEMPORARY DEDICATED PUBLIC STREET EASEMENT AREA.

CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

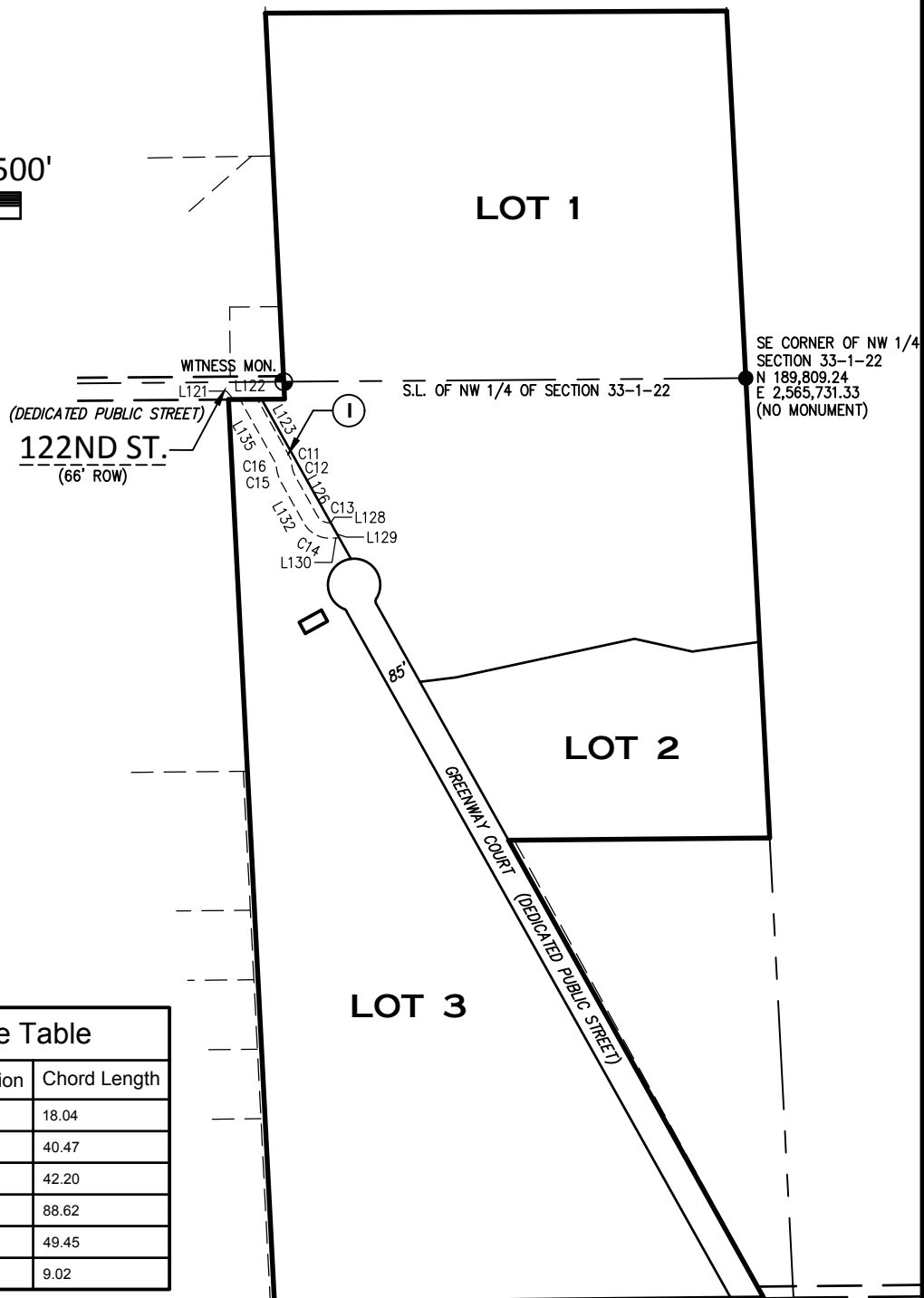
NEW EASEMENT DEDICATIONS EMERGENCY 122ND STREET ACCESS EASEMENT



SCALE 1"=500'

Street Easement Line Table		
Line #	Length	Direction
L121	33.08	N89° 33' 13"E
L122	50.21	N89° 33' 22"E
L123	190.01	S29° 14' 20"E
L126	129.01	S29° 10' 05"E
L128	1.88	N87° 09' 43"E
L129	49.12	S29° 13' 56"E
L130	23.72	S87° 09' 43"W
L132	135.10	N29° 10' 05"W
L135	208.09	N29° 14' 20"W

Street Easement Curve Table				
Curve #	Radius	Arc	Chord Direction	Chord Length
C11	40.00	18.19	S16° 12' 35"E	18.04
C12	90.00	40.82	S16° 10' 28"E	40.47
C13	40.00	44.45	S61° 00' 11"E	42.20
C14	84.00	93.35	N61° 00' 11"W	88.62
C15	110.00	49.88	N16° 10' 41"W	49.45
C16	20.00	9.09	N16° 12' 49"W	9.02



① EMERGENCY 122ND STREET ACCESS EASEMENT



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This Instrument was drafted by Mark R. Madsen October 9, 2018

2018.0020.01.DWG
SHEET 7 OF 21 SHEETS

CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATED PUBLIC STREET

The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map (CSM) is hereby dedicated, given, granted and conveyed by the Landowner Gar Farms, LLC and others to the Village of Pleasant Prairie, its successors and assigns ("the Village") for the construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavement, street signs, street lights, bike lanes and bike trails (if applicable), sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, topsoil spreading and seeding, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. It is understood that throughout this document that Landowner, GAR Farms, LLC, will not be responsible for any of the above-referenced construction related costs. Rather the Developer shall be solely responsible for said enumerated costs. However, and notwithstanding the preceding, nothing herein shall be deemed to release or relieve GAR Farms, LLC from any and all costs, obligations or responsibilities otherwise applicable to GAR Farms by virtue of GAR Farms' continued ownership of Lot 2 as further set forth on the Certified Survey Map. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the areas of each such Dedicated Public Street shown on this CSM, which are hereby provided to Prairie Produce Farm, LLC ("the Developer") for the construction, installation, repair, replacement and maintenance of such required public improvements pursuant to a Development Agreement entered into between the Developer and the Village dated as of _____, _____ (subject to the rights of the Village to perform the same functions); (2) nonexclusive easements coextensive with the area shown as Lot 1 on this CSM, hereby provided to the Developer, which are adjacent to the street areas within the Dedicated Public Street for the planting and maintenance of grass and street trees and the snow clearance, maintenance, repair and replacement of bike lanes and/or bike trails in the area between the roadway and the Lot 1 property, if bike lanes and/or bike trails required by the Village, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the roadway and their Lot 1 property as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and (3) nonexclusive easements as shown as Lots 2 and 3 on this CSM, hereby provided to the Lot 2 and 3 Owners, which are adjacent to the street areas within the Dedicated Public Street for the planting and maintenance of grass and street trees and the snow clearance, maintenance, repair and replacement of bike lanes and/or bike trails in the area between the roadway and the Lot 2 and 3 property, if bike lanes and/or bike trails required by the Village, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the roadway and Lots 2 and 3 as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and in the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets, the rights of the Landowner, Developer, or of the owner of any Lot, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting and maintenance of the required public improvements, including, without limitation, street pavement, curbs and gutters, bike lanes or bike trails, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, spreading of topsoil and seeding, and for all construction, installation, repair, alteration, replacement, planting and maintenance and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the executed Development Agreement on file with the Village Clerk for the Village of Pleasant Prairie.



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CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DESCRIPTIONS FOR DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENTS

DESCRIPTION OF WETLAND PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT (1)

Part of Lot 2, of Certified Survey Map (CSM) No. 2621, and part of the Southeast 1/4 of the Northwest 1/4 and that part of the Southeast 1/4, Northeast 1/4, Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 31, all in Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Begin at a point on the East line of the Northwest 1/4 of said Section 33 located N02°59'38"W 390.06 feet from the the Southeast corner of said Northwest 1/4; continue thence N02°59'38"W 406.26 feet along said East line; thence N88°35'37"W 52.92 feet; thence N56°05'32"W 40.63 feet; thence N60°34'57"W 32.84 feet; thence S69°12'38"W 24.14 feet; thence S88°16'39"W 43.85 feet; thence S63°43'30"W 29.41 feet; thence S03°57'22"E 43.76 feet; thence S26°03'34"E 64.76 feet; thence S37°54'55"E 58.12 feet; thence S33°57'31"E 53.04 feet; thence S26°15'08"E 53.66 feet; thence S34°01'11"E 40.39 feet; thence S33°32'40"E 40.45 feet; thence S49°05'12"E 32.09 feet; thence S25°58'43"E 30.37 feet; thence S24°11'07"E 39.24 feet; thence S17°33'35"E 33.35 feet to said East line of said Northwest 1/4 and the point of beginning.

DESCRIPTION OF WETLAND PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT (2)

Part of Lot 2, of Certified Survey Map (CSM) No. 2621, and part of the Southeast 1/4 of the Northwest 1/4 and that part of the Southeast 1/4, Northeast 1/4, Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 31, all in Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Begin at a point on the East line of the Northwest 1/4 of said Section 33 located N02°59'38"W 300.33 feet from the the Southeast corner of said Northwest 1/4; continue thence N02°59'38"W 36.13 feet along said East line; thence S34°31'55"W 8.05 feet; thence S77°56'47"W 61.58 feet; thence S37°50'57"W 24.41 feet; thence S13°38'56"E 5.63 feet; thence S70°30'30"E 29.80 feet; thence N65°18'23"E 52.35 feet; thence S51°07'20"E 6.00 feet to said East line of said Northwest 1/4 and the point of beginning.

DESCRIPTION OF WETLAND PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT (3)

Part of Lot 2, of Certified Survey Map (CSM) No. 2621, and part of the Southeast 1/4 of the Northwest 1/4 and that part of the Southeast 1/4, Northeast 1/4, Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 31, all in Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East line of the Southwest 1/4 of said Section 33 located S02°58'12"E 758.98 feet from the the Northeast corner of said Southwest 1/4; thence S81°47'48"W 195.00 feet; thence N77°37'15"W 6.42 feet to the point of beginning of this description; continue thence N77°37'15"W 163.58 feet; thence S77°48'20"W 17.99 feet; thence N16°33'52"W 12.44 feet; thence N08°09'53"E 28.72 feet; thence N30°16'57"E 43.15 feet; thence N49°07'36"E 29.03 feet; thence S28°02'09"E 29.10 feet; thence S56°14'27"E 41.37 feet; thence S16°28'22"W 26.60 feet; thence S63°38'52"E 60.70 feet; thence S66°45'35"E 33.85 feet; thence S27°53'53"E 15.17 feet to the point of beginning.



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CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON CERTIFIED SURVEY MAP No. 2621 (EASEMENT TEXT MODIFIED VIA THIS CSM) AND NEW SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT DEDICATION

DEDICATED PUBLIC SANITARY SEWER FORCE MAIN, ACCESS, AND MAINTENANCE EASEMENT (EASEMENT 1 - PREVIOUSLY DEDICATED ON THE CERTIFIED SURVEY MAP No. 2621) AND NEW SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT DEDICATION

A perpetual nonexclusive easement coextensive with the area shown as a Dedicated Sanitary Sewer Force Main, Access and Maintenance Easement within Lots 1 and 2 on this CSM were dedicated, given, granted and conveyed by the Landowner to the Village for public sanitary sewer, force main, access and maintenance, conveyance, and for all related construction, installation, repair, televising, cleaning, alteration, replacement, landscaping, maintenance and ingress and egress. These sanitary sewer easements shall be exclusive to the Village except for the planting, care, and maintenance responsibilities of the easement areas which shall be required by the Owners of Lots 1 and 2 on which the easements are located as will not interfere with the improvements, uses and purposes of the Village. There shall be no structures, fences, berms, retaining walls, driveways, or driveway approaches, located within the sanitary sewer easements. In the event of any conflicts between the rights of the Landowner, Developer, or Lot 1 and 2 Owners, the rights of the Village pursuant to these easements and the rights of the Lot 1 and 2 Owners with respect to the Dedicated Sanitary Sewer Force Main, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed superior.



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CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406

Tele: (262)634-5588 Website: www.nmbosc.net

CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NEW EASEMENT DEDICATIONS

DEDICATED PUBLIC WATER MAIN, ACCESS AND MAINTENANCE EASEMENT (A)

Perpetual nonexclusive easements coextensive with the areas shown as a Dedicated Public Water Main, Access and Maintenance Easement within Lot 1 on this CSM are hereby dedicated, given, granted and conveyed by the Landowner to the Village for public water system improvements, uses and purposes and for all related ingress and egress, construction, installation, repair, cleaning, sampling, replacement and maintenance activities. These water main easements shall be exclusive, except for: 1) such other easements as many be dedicated on this CSM with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance of these easement areas by the Lot 1 Owner on which the easements are located as will not interfere with the water improvements, uses and purposes of the Village; and 3) such future street, driveway, or other uses of the easement areas that may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to these water main easements and the rights of any person or entities with respect to the Dedicated Public Water Main, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior.

DEDICATED TREE PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT

AREAS (C)

A nonexclusive easement coextensive with each area shown as a Tree Preservation and Protection, Access and Maintenance Easement area within Lot 1 on this CSM is hereby dedicated, given, granted and conveyed by the Landowner to the Developer and to the Village for tree preservation and protection and maintenance purposes and uses and for related ingress and egress. The Developer shall be responsible for the protection and preservation and maintenance of the wooded areas. Unless the Village exercises the rights granted to it pursuant to these easements, the Village shall have no obligation to do anything related to its rights under these easements.

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT AREAS (D)

A nonexclusive easement coextensive with each area shown as a Wetland Preservation and Protection, Access and Maintenance Easement area within Lot 1 on this CSM is hereby dedicated, given, granted and conveyed by the Landowner to the Developer and to the Village for wetland preservation and protection and maintenance purposes and uses and for related ingress and egress. The Developer shall be responsible for the protection and preservation and maintenance of the wetland areas. Unless the Village exercises the rights granted to it pursuant to these easements, the Village shall have no obligation to do anything related to its rights under these easements.



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NEW EASEMENT DEDICATIONS

DEDICATED FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT AREAS (E)

A nonexclusive easement coextensive with each area shown as a Floodplain Preservation and Protection, Access and Maintenance Easement area within Lot 1 on this CSM is hereby dedicated, given, granted and conveyed by the Landowner to the Developer and to the Village for floodplain preservation and protection and maintenance purposes and uses and for related ingress and egress. The Developer shall be responsible for the protection and preservation and maintenance of the floodplain areas. Unless the Village exercises the rights granted to it pursuant to these easements, the Village shall have no obligation to do anything related to its rights under these easements.

DEDICATED STORM WATER DRAINAGE RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT (F)

Nonexclusive easements coextensive with the areas shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement on Lot 1 on this CSM is hereby dedicated, given, granted and conveyed by the Landowner to the Developer and to the Village for storm water drainage purposes, public drainageways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This storm water drainage and retention basin easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement area which shall be required by the Developer and Lot 1 Owner on which such storm water drainage and retention basin easement is located as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. In the event of any conflicts between the rights of the Developer, the rights of the Village and the rights of the Lot 1 Owner or entities with respect to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this easement. The Developer shall be responsible for all work and costs associated with the construction, maintenance and re-grading of the retention basin and drainageways improvements contained within this non-exclusive easement. The maintenance responsibilities pursuant to the retention basin and open space areas within Lot 1 shall include, without limitation and as needed, hydro-seeding or sodding; installing erosion control methods; ditching or grading to re-establish design capacity; removing of trash, debris, leaves and brush; clearing and repairing storm water pipes and structures; mowing; and weeding to prevent nuisance conditions.



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NEW EASEMENT DEDICATIONS

DEDICATED UTILITY EASEMENT (G)

Non-exclusive easements coextensive with the areas shown as Dedicated Utility Easement areas on this CSM are hereby dedicated, given, granted and conveyed by the Landowner (the "Grantor") to the WE Energies, AT & T and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots, (or portions thereof) shown on this CSM and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communications Grantees. Upon the installation of the utilities, the Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the utility and communications easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees, unless a separate agreement is entered into between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public roadway areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public streets after the crushed aggregate base course is installed without the prior written approval of the Village and the satisfaction of any conditions as may be imposed by the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.



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TEMPORARY DEDICATED PUBLIC STREET EASEMENT AREAS (H)

Temporary easements coextensive with the areas shown as a Public Street on this CSM is hereby dedicated, given, granted and conveyed by the Village to the Developer for the construction and installation of street pavement, bike lanes and/or bike trails if required by the Village, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, spreading topsoil and seeding, and for all related ingress and egress referred to herein during construction, installation, repair, alteration, replacement and maintenance activities until such improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements granted herein and for such use, planting, care and maintenance of the easement area by the respective Lot Owners for areas shown on this CSM or other future driveways or such other uses as may be approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

EMERGENCY 122ND STREET ACCESS EASEMENT (I)

An easement coextensive with the areas shown as an Emergency 122nd Street Dedicated Public Street Access Easement on this CSM is hereby dedicated, given, granted and conveyed by the Village to the Developer/Owner of Lot 1 for the construction, installation and maintenance of street pavement, bike lanes and/or bike trails if required by the Village, street signs, street lights, storm sewer and drainage system improvements, utility and communications facilities, street terrace grading, spreading topsoil and seeding, and for all related ingress and egress referred to herein during construction, installation, repair, alteration, replacement and maintenance activities and as a permanent emergency roadway access to Lot 1. This easement shall be exclusive, except for such coextensive easements granted herein and for such use, planting, care and maintenance of the easement area by the Village or other future driveways or such other uses as may be approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

DEDICATED MONUMENT SIGNAGE, LANDSCAPING, ACCESS AND MAINTENANCE EASEMENT

A nonexclusive easement within the Village's Lot 3 on this CSM is hereby dedicated, given, granted and conveyed by the Village to the Developer for the purposes of monument signage installation, maintenance, removal and replacement; installing and replacing lighting; grading, planting and installing trees, shrubs and other landscape elements and all related ingress and egress. In the event of a conflict between the rights of the Developer/Owner of Lot 1 pursuant to this easement and the rights of the Village or of the Utility and Communications Grantees in such areas, the rights of the Village or of the Utility and Communications Grantees shall be deemed superior.

All easement rights, privileges and responsibilities hereby granted by the Landowner to the Developer upon any easement areas identified on this CSM are expressly contingent upon and shall not become fully effective until the successful sale and closing of Lot 1 by Landowner to the Developer, Prairie Produce, Farms, LLC, or other third party.



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SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:

THAT I have prepared this Certified Survey Map at the direction of the OWNERS / LAND SPLITTERS; THAT the exterior boundaries are described as the Redivision of Lot 2, of Certified Survey Map (CSM) No. 2621, and part of the Southeast 1/4 of the Northwest 1/4 and that part of the Southeast 1/4, Northeast 1/4, Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 31, all in Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Begin at a point on the South line of the Southwest 1/4 of said Section 33 located S89°26'18"W 85.75 feet; continue thence S89°26'18"W 1406.38 feet along said South line to the East line of Salica's Greenhill Farm, a recorded plat, projected Southerly; thence N02°54'34"W 2599.83 feet along said East line and parallel with the West line of the Southwest 1/4 of said Section 33 to the South right-of-way of 122nd Street; thence N89°33'13"E 161.26 feet along said right-of-way to the West line of Lot 2 of said CSM 2621; thence N02°50'16"W 1111.10 feet along said West line to the Northwest corner of said Lot 2; thence N89°44'05"E 1325.44 feet along the North line of said Lot 2 to the East line of the Northwest 1/4 of said Section 33 and the East line of said Lot 2; thence S02°59'38"E 1057.00 feet along said East lines to the Southeast corner of said Northwest 1/4; thence S02°58'12"E 1323.50 feet along the East line of the Southwest 1/4 of said Section 33 and East line of said Lot 2 to the South line of said Lot 2; thence S89°29'45"W 750.82 feet along said South line to the Southwest corner of said Lot 2; thence S29°08'20"E 1506.63 feet to the South line of the Southwest 1/4 of said Section 33 and the point of beginning. Containing 109.900 acres.

THAT said Certified Survey Map is a correct representation of all of the exterior boundaries of the land surveyed and the division thereof made and I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

October 9, 2018

Mark R. Madsen, S-2271
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd., Suite 200
Racine, WI 53406
(262) 634-5588

OWNER'S CERTIFICATE OF DEDICATION

GAR FARMS, LLC, as Owner does hereby certify that it caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

GAR FARMS, LLC

Signed: _____
Norman E. Clausen, Director

IN WITNESS WHEREOF, this ____ day of _____, 2018.

Witness: _____



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IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

STATE OF _____)
COUNTY OF _____) SS.

Personally came before me this _____ day of _____, 2018, the above-named person of said
corporation to me known to be the person who executed the foregoing instrument and to me known to be
such _____ of said Limited Liability Corporation, and acknowledged that
they executed the foregoing as such officers of said Limited Liability Corporation, by its authority.

My Commission Expires: _____

OWNER'S CERTIFICATE OF DEDICATION

SANITARY DIST. 73-1, as Owner does hereby certify that it caused the land described on this Certified
Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map
and does further certify that this Certified Survey Map is required by s.236.34 to be submitted to the
following for approval or objection: Village of Pleasant Prairie.

SANITARY DIST. 73-1

John P. Steinbrink, Village President

Jane S. Snell, Village Clerk

IN WITNESS WHEREOF, this _____ day of _____, 2018.

Witness: _____

STATE OF _____)
COUNTY OF _____) SS.

Personally came before me this _____ day of _____, 2018, the above-named persons of said
corporation to me known to be the persons who executed the foregoing instrument and to me known to be
such _____ of said Municipal Corporation, and acknowledged that they
executed the foregoing as such officers of said Municipal Corporation, by its authority.

My Commission Expires: _____



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IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this ____ day of _____, 2018.

Michael J. Serpe, Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this ____ day of _____, 2018.

John P. Steinbrink, Village President

Attest:

Jane S. Snell Village Clerk



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RESTRICTIVE COVENANTS

The Landowner, GAR Farms, LLC, hereby dedicates, gives, grants, and conveys to the Developer/Owner of Lot 1 and the Owners of Lots 2 and 3 the following obligations:

1. The Landowner, Gar Farms, LLC hereby covenants that the Developer ("Prairie Produce Farm, LLC") and Owner of Lot 1, its successors, assigns and successors-in-title in their capacity as Lot Owners, shall have the obligation of installing and maintaining the area shown as an Emergency 122nd/ Street Access Easement on this CSM for the construction, installation and maintenance of street pavement, bike lanes and/or bike trails if required by the Village, street signs, street lights, storm sewer and drainage system improvements, utility and communications facilities, street terrace grading, spreading topsoil and seeding, and for all related ingress and egress referred to herein during construction, installation, repair, alteration, replacement and maintenance activities and as a permanent emergency roadway access to Lot 1. In the event of any conflict between the rights of the Owners of Lot 1 pursuant to this obligation and the rights of the Village, the rights of the Village shall be deemed to be superior.

To the extent that the Village performs any such Emergency Access Easement maintenance activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions this CSM with respect to the emergency roadway access to 122nd/ Street, the Village shall have no obligation to do anything pursuant to its rights under this easement.

2. The Landowner, GAR Farms, LLC, hereby covenants that the Developer ("Prairie Produce Farm, LLC") and Owner of Lot 1 and Owners of Lots 2 and 3, its successors, assigns and successors-in-title in their capacity as Lot Owners, shall have the obligation of planting, installing, maintaining and replacing Dedicated Public Street Trees and mowing, replanting, watering and maintaining the grassy Dedicated Public Street Right-of-Way Terrace Areas and other landscaping elements in accordance with Village approved Street Landscape Plans and all related ingress and egress. In the event of any conflict between the rights of the Owners of Lot 1, 2 and 3 pursuant to this obligation and the rights of the Village, the rights of the Village shall be deemed to be superior.

To the extent that the Village performs any such Public Street Tree or Public Street Terrace Area maintenance activities, the Lot 1, 2 and 3 Owners, respectfully, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions this CSM with respect to the street tree or terrace area maintenance, the Village shall have no obligation to do anything pursuant to its rights under these easements.



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RESTRICTIVE COVENANTS

3. The Landowner hereby covenants that the Developer/Owner of Lot 1 shall have the obligation of maintaining the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area located within Lot 1 shown on this CSM in a functional, neat and nuisance free condition to handle storm water on Lot 1. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; repairing and replacing the aerator/fountain, removing of trash, debris, leaves and brush; clearing and repairing basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage and retention basin easement which blocks or diverts or re-routes the drainage flow to adjacent properties or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the Lot 1, in their capacity as the Owner, and shall benefit and be enforceable by the Village. The Developer/Lot 1 Owner shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage or retention basin maintenance activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

4. The Landowner hereby covenants that the Developer/Owner of Lot 1 shall have the obligation of maintaining the Dedicated Wetland Preservation and Protection, Access and Maintenance Easement areas within Lot 1 on this CSM by prohibiting the filling, dredging, removing wetland plants or trees or other activity or condition detrimental to its function as a wetland area without written approval of the Village, Wisconsin Department of Natural Resources (WI DNR) and the Army Corps of Engineers (ACOE). Dead or dying plants and trees may be removed with prior permission of the Village. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as the Lot 1 Owner as it pertains to the required wetlands protection and maintenance to the satisfaction of the Village.

To the extent that the Village performs any such wetland maintenance activities, the Lot 1 Owner, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Landowner (hereby covenants that the Developer/Owner of Lot 1 shall have the obligation of maintaining the Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement areas within Lot 1 on this CSM by prohibiting the filling, dredging, tree cutting/removal or other activity or condition detrimental to its function as a floodplain area without written approval of the Village, the Wisconsin Department of Natural Resources (WI DNR) or Federal Emergency Management Agency (FEMA). Dead or dying trees within the floodplain may be removed with prior permission of the Village. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as the Lot 1 Owner as it pertains to the required floodplain protection and maintenance to the satisfaction of the Village.



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RESTRICTIVE COVENANTS

To the extent that the Village performs any such floodplain maintenance activities, the Lot 1 Owner, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

6. The Landowner hereby covenants that the Developer/Owner of Lot 1 shall have the obligation of maintaining the Dedicated Tree Preservation and Protection, Access and Maintenance Easement areas within Lot 1 on this CSM by prohibiting filling, dredging, tree cutting, tree removal or other activity or condition detrimental to its function as a wooded area without written approval of the Village. Dead or dying trees may be removed with prior permission of the Village. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as the Lot 1 Owner as it pertains to the required tree protection and maintenance to the satisfaction of the Village.

To the extent that the Village performs any such tree maintenance activities, the Lot 1 Owner, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

7. The Landowner hereby covenants that the Dedicated Public Sanitary Sewer Force Main, Access and Maintenance Easement areas shown on this CSM hereby places restrictions on Lots 1 and 2, wherein said sanitary sewer force main easements were given, granted and conveyed by the Landowner to the Village for public sanitary sewer and force main purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve developments in the Village. The Landowner further covenants that there shall be no buildings, fences, driveways, fences, berms or structures of any kind placed within the easement areas which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Furthermore, if the Village allows for the placement of fencing, driveways or landscaping within the sewer easement areas granted to the Village, the Owners of the affected Lot(s), not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private fencing, driveways or landscaping during the Village's maintenance activities. This covenant shall run with the land, shall be binding upon the Lot 1 and 2 Owners, its successors, assigns and successors-in-title of the Lots, in their capacity as Owners of these Lots, and shall benefit and be enforceable by the Village.



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406

Tele: (262)634-5588 Website: www.nmbc.net

CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

8. The Landowner hereby covenants that the Dedicated Public Water Main, Access and Maintenance Easement areas shown on this CSM hereby places restrictions on Lot 1, wherein said public water main easements were given, granted and conveyed by the Landowner to the Village for public water main and related appurtenances purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, flushing, sampling, alteration, replacements, plantings and maintenance activities to serve developments in the Village. Said Landowner further covenants that there shall be no buildings, fences, driveways, fences, berms or structures of any kind placed within the easement areas which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Furthermore, if the Village allows for the placement of fencing, driveways or landscaping within the water easement areas granted to the Village, the Lot 1 Owner, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private fencing, driveways or landscaping during the Village's maintenance activities. This covenant shall run with the land, shall be binding upon the Lot 1 Owner, its successors, assigns and successors-in-title of Lot 1, in their capacity as Owner of Lot 1, and shall benefit and be enforceable by the Village.

9. The Landowner covenants that that the Developer/Owner of Lot 1 shall have the obligation of maintaining the Dedicated Monument Signage, Landscaping, Access and Maintenance Easement area within Village of Pleasant Prairie-owned Lot 3 on this CSM for the purposes of monument signage installation, maintenance, removal and replacement; installing and replacing lighting; grading, planting and installing trees, shrubs and other landscape elements and all related ingress and egress.

To the extent that the Village performs any such monument signage or landscape maintenance activities, the Lot 1 Owner, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

10. These Restrictive Covenants are expressly contingent upon and shall not become effective until the successful sale and closing of Lot 1 of the CSM by Landowner, GAR Farms, LLC, to Prairie Produce Farms, LLC ("Developer") or other third party. Upon closing these Restrictive Covenants shall run with the land and bind Developer or other third party to all duties and obligations as set forth therein.

11. The preceding covenants placed upon Lot 1 of this CSM by Landowner represent duties and obligations of the Developer, Prairie Produce, LLC, and/or its successors in title to Lot 1, and they shall run with the land. However, such covenants by Landowner are not, nor shall they be construed, as a personal warranty or guarantee of Landowner as to the fulfillment of any such obligation of the Developer or successive Lot 1 Owner, and Landowner shall have no continuing duty to ensure or enforce the faithful adherence to any Lot 1 covenants by the Developer and/or the successors in title to Lot 1. All such enforcement rights and remedies rest exclusively with the Village.



Nielsen Madsen + Barber

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Tele: (262)634-5588 Website: www.nmbcsc.net



COMPREHENSIVE PLAN AMENDMENT

I (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie 2035 Comprehensive Plan as hereinafter requested related to the following property:

Property Location: NORTHEAST OF TERMINUS OF NEW "GREENWAY COURT"

Legal Description: ATTACHED

Tax Parcel Number(s): 92-4-122-332-0102

Check all that apply

Land Use Plan Amendment:

To change the land use designation from envisioned Residential with small park
to existing designated A-2 General Agriculture and C-1 Lowland Resource Conservatory districts.

Neighborhood Plan Amendment to _____ Neighborhood

Other Amendment to the Comprehensive Plan (specify)

Petitioner's interest in the requested amendment:

Per attached CSM, Owner is contracted with Prairie Produce Farm for ~54.4 northern acres of this parcel to build greenhouse facility under existing A-2 General Agriculture district and remaining ~10.6 southern acres to remain Resource Conservancy district. Detailed plans are attached.

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

I (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER:

Print Name: GAR Farms, LLC

Signature: [Handwritten Signature]

Address: 7101 SHAG BARK LANE

NAPLINGTON WI 53105
(City) (State) (Zip)

Phone: 262-620-8819

Fax: _____

Email: _____

Date: 6/6/18

APPLICANT/AGENT:

Print Name: Prairie Produce Farm, LLC

Signature: [Handwritten Signature] - member

Address: James A. Herchenbach - Member

Libertyville IL 60048
(City) (State) (Zip)

Phone: 847.612.7958

Fax: _____

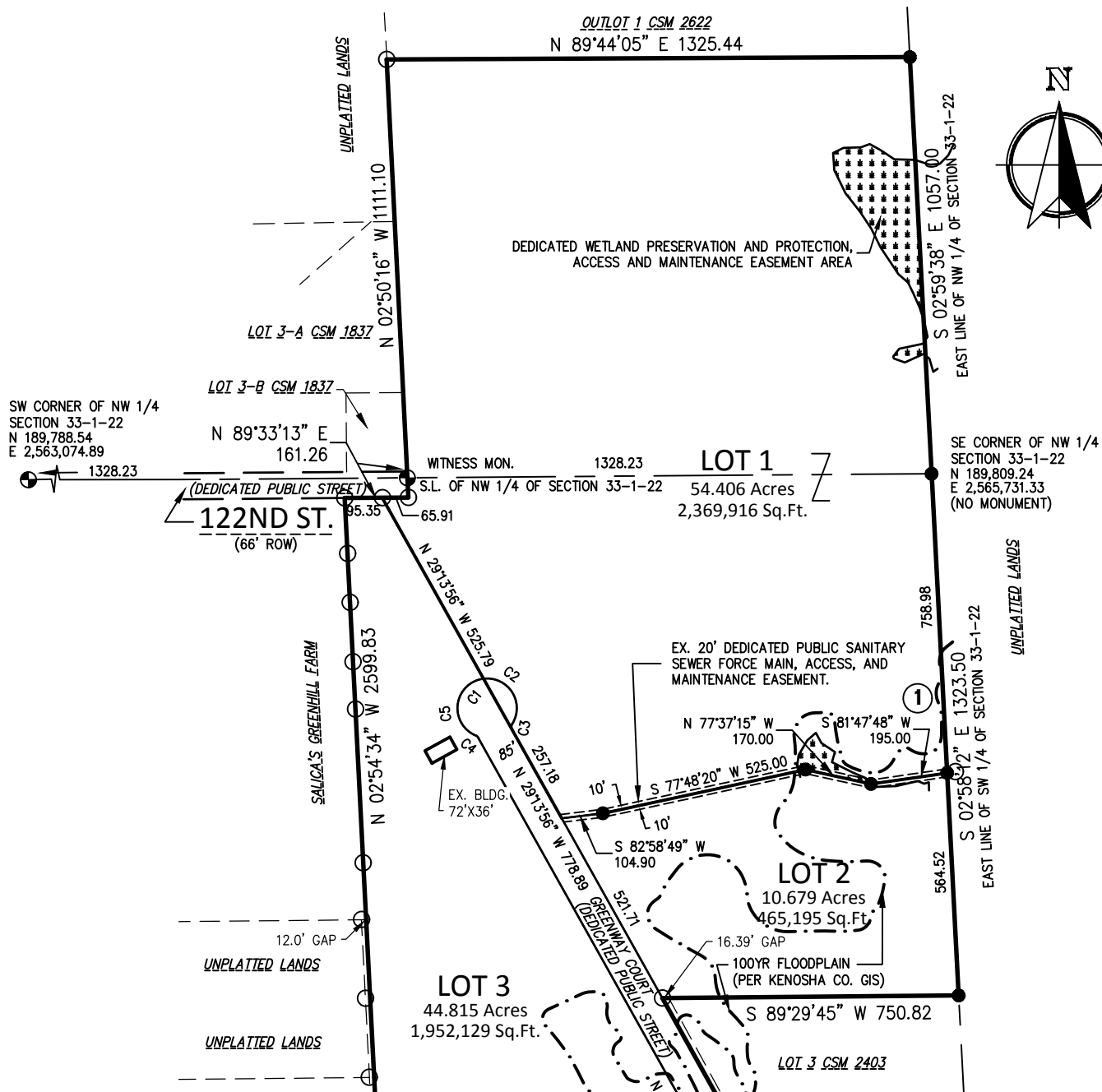
Email: Jim@PrairieProduceFarm.com

Date: 06.JUNE.2018

Community Development Department, 9915 39th Avenue, Pleasant Prairie WI 53158 262-925-6717

CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



① 20' DEDICATED SANITARY SEWER, ACCESS, AND MAINTENANCE EASEMENT.

NOTES:

ZONING OF PARCELS ARE I-1, C-1, C-2 & A-2

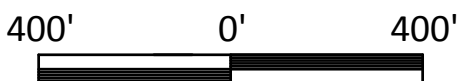
OWNER/LAND SPLITTER: GAR FARMS, LLC
 ADDRESS: 815 116TH ST. PLEASANT PRAIRIE, WI 53158
 OWNER/LAND SPLITTER: SANITARY DIST. 73-1
 ADDRESS: 8000 128TH ST. PLEASANT PRAIRIE, WI 53158

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.
 BASED UPON NAD 1927. THE SOUTHLINE OF SW 1/4 SECTION 31-1-22 IS ASSUMED TO BEAR S 89°26'18" W.

LEGEND:

- 1" O.D. IRON PIPE FOUND
- 5/8" O.D.x18" REBAR - 1.68LBS/LIN FT. SET
- CONC. MON. W / SEWRPC BRASS CAP FOUND
- ⊙ CONC. MON. W / BRASS CAP FOUND



SCALE 1"=400'



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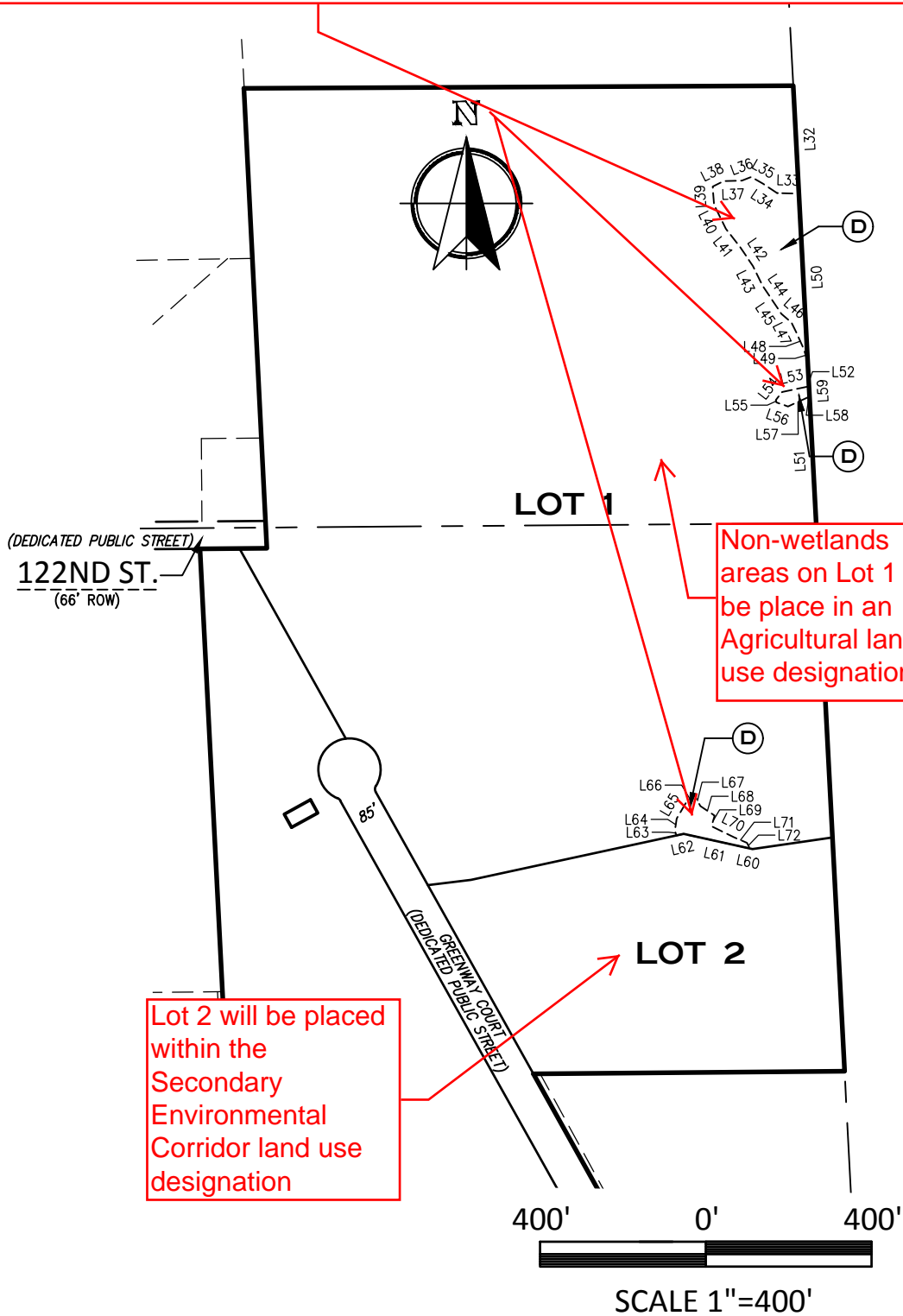
Tele: (262)634-5588 Website: www.nmbcsc.net

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The two northern wetland areas will be placed within the Isolated Natural Resource Area with a field verified wetlands land use designations and the southern wetland area will be placed within the Secondary Environmental Corridor with a field verified wetlands land use designations.

Wetland Easement Line Table		
Line #	Length	Direction
L32	260.68	S03° 00' 06"E
L33	52.92	N88° 35' 37"W
L34	40.63	N56° 05' 32"W
L35	32.84	N60° 34' 57"W
L36	24.14	S69° 12' 38"W
L37	43.85	S88° 16' 39"W
L38	29.41	S63° 43' 30"W
L39	43.76	S03° 57' 22"E
L40	64.76	S26° 03' 34"E
L41	58.12	S37° 54' 55"E
L42	53.04	S33° 57' 31"E
L43	53.66	S26° 15' 08"E
L44	40.39	S34° 01' 11"E
L45	40.45	S33° 32' 40"E
L46	32.09	S49° 05' 12"E
L47	30.37	S25° 58' 43"E
L48	39.24	S24° 11' 07"E
L49	33.35	S17° 33' 55"E
L50	406.26	N02° 59' 20"W
L51	300.33	N02° 59' 38"W
L52	8.05	S34° 31' 55"W
L53	61.58	S77° 56' 47"W
L54	24.41	S37° 50' 57"W
L55	5.63	S13° 38' 56"E
L56	29.80	S70° 30' 30"E
L57	52.35	N65° 18' 23"E
L58	6.00	S51° 07' 20"E
L59	36.13	N02° 59' 38"W
L60	6.42	N77° 37' 15"W
L61	163.58	N77° 37' 15"W
L62	17.99	S77° 48' 20"W
L63	12.44	N16° 33' 52"W
L64	28.72	N08° 09' 53"E
L65	43.15	N30° 16' 57"E
L66	29.03	N49° 07' 36"E
L67	29.10	S28° 02' 09"E
L68	41.37	S56° 14' 27"E
L69	26.60	S16° 28' 22"W
L70	60.70	S63° 38' 52"E
L71	33.85	S66° 45' 35"E
L72	15.17	S27° 53' 53"E



Ⓧ DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS, AND MAINTENANCE EASEMENT.



Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd. Suite 200, Racine, WI. 53406
 Tele: (262)634-5588 Website: www.nmbosc.net

This Instrument was drafted by Mark R. Madsen June 20, 2018

2018.0020.01.DWG
 SHEET 4 OF 18 SHEETS



ZONING MAP AMENDMENT APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board of Trustees to amend the Village of Pleasant Prairie as hereinafter requested.

Property Location: NORTHEAST OF TERMINUS OF NEW GREENWAY COURT

Legal Description: ATTACHED

Tax Parcel Number(s): 92-4-122-332-0102

Existing Zoning District(s): A-2 for northern ~55.4 acres, C-1/C-2 for ~10.6 southern acres

Proposed Zoning District(s): CSM for split PIN maintaining above existing zoning districts, sans C-1 designation.

Proposed Use: A-2 HYDROPONIC GREENHOUSE ON ~55.4 ACRE

Compatibility with Adjacent Land Uses:

OWNER IS CONTRACTED WITH PRAIRIE PRODUCE FARM FOR ~55.4 ACRES NORTH OF MIDLINE OF VILLAGE'S SEWER EASEMENT TO BUILD GREENHOUSE FACILITY. THAT MIDLINE IS DEFINED BY ATTACHED CERTIFIED SURVEY, FOLLOWING SAME LINE AS VILLAGE'S LAND USE AND ZONING DISTRICT MAPS.

If the property is being zoned into multiple zoning classifications or only a portion of the property is being rezoned (i.e. wetlands area) then submit an exhibit with complete legal description of each zoning classification.

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request to determine whether additional information may be needed for this request.

I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER:

Print Name: GAR FARMS, LLC

Signature: *Thomas Claman, M/M*

Address: 7101 SHAG BARK LANE

BURLINGTON WI 53105
(City) (State) (Zip)

Phone: 262 620 8819

Fax: _____

Email: _____

Date: 6/6/18

APPLICANT/AGENT:

Print Name: PRAIRIE PRODUCE FARM, LLC

Signature: *James A. Herchenbach*

Address: JAMES A. HERCHENBACH - Member

Libertyville IL 60048
(City) (State) (Zip)

Phone: 847.612.7958

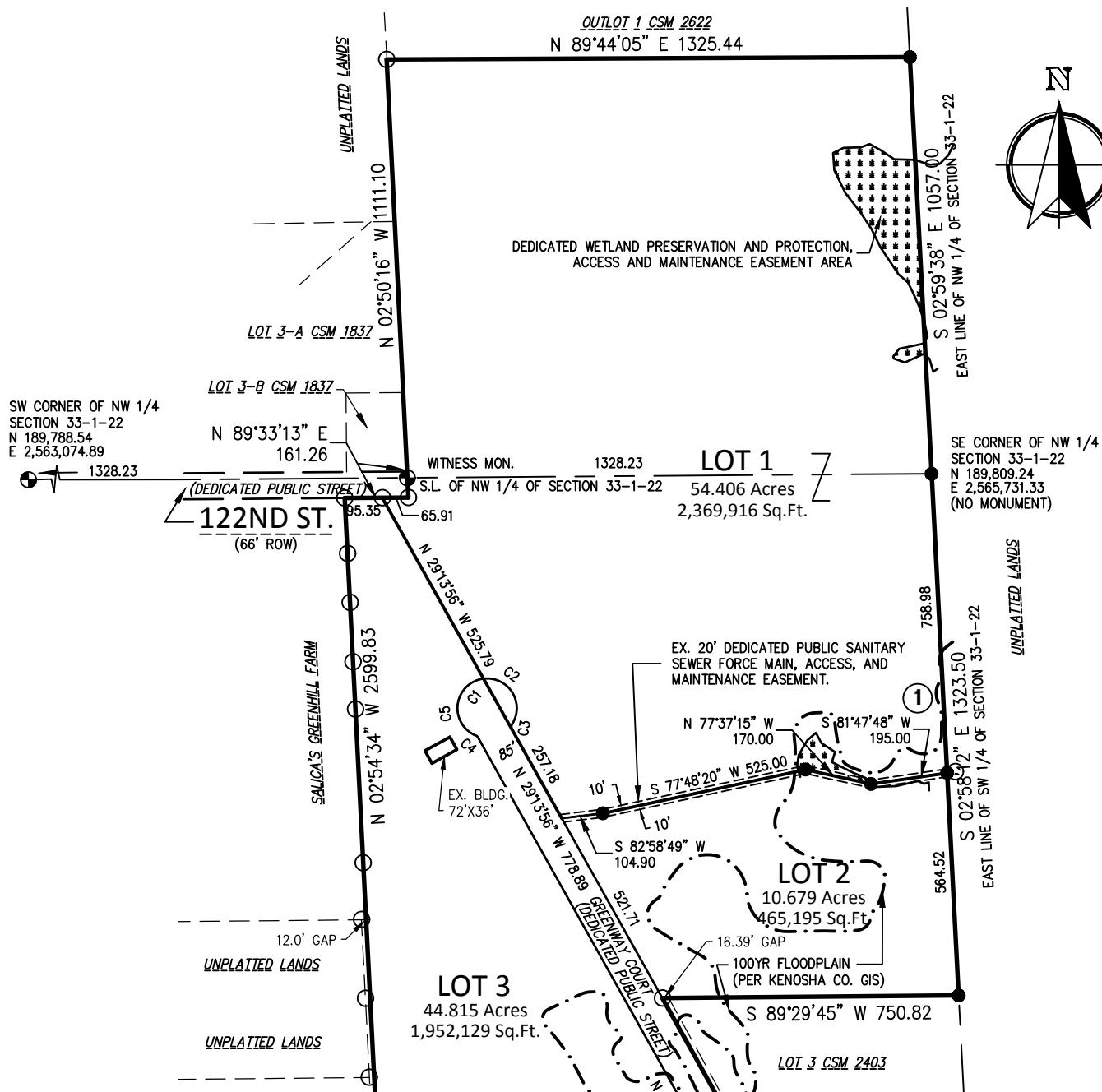
Fax: _____

Email: JIM@PRAIRIEPRODUCEFARM.COM

Date: 06.JUNE.2018

CERTIFIED SURVEY MAP NO. _____

RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 2621, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



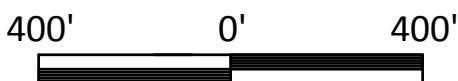
① 20' DEDICATED SANITARY SEWER, ACCESS, AND MAINTENANCE EASEMENT.

NOTES:

ZONING OF PARCELS ARE I-1, C-1, C-2 & A-2
 OWNER/LAND SPLITTER: GAR FARMS, LLC
 ADDRESS: 815 116TH ST. PLEASANT PRAIRIE, WI 53158
 OWNER/LAND SPLITTER: SANITARY DIST. 73-1
 ADDRESS: 8000 128TH ST. PLEASANT PRAIRIE, WI 53158
 ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.
 BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.
 BASED UPON NAD 1927. THE SOUTHLINE OF SW 1/4 SECTION 31-1-22 IS ASSUMED TO BEAR S 89°26'18" W.

LEGEND:

- 1" O.D. IRON PIPE FOUND
- 5/8" O.D.x18" REBAR - 1.68LBS/LIN FT. SET
- CONC. MON. W / SEWRPC BRASS CAP FOUND
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SCALE 1"=400'



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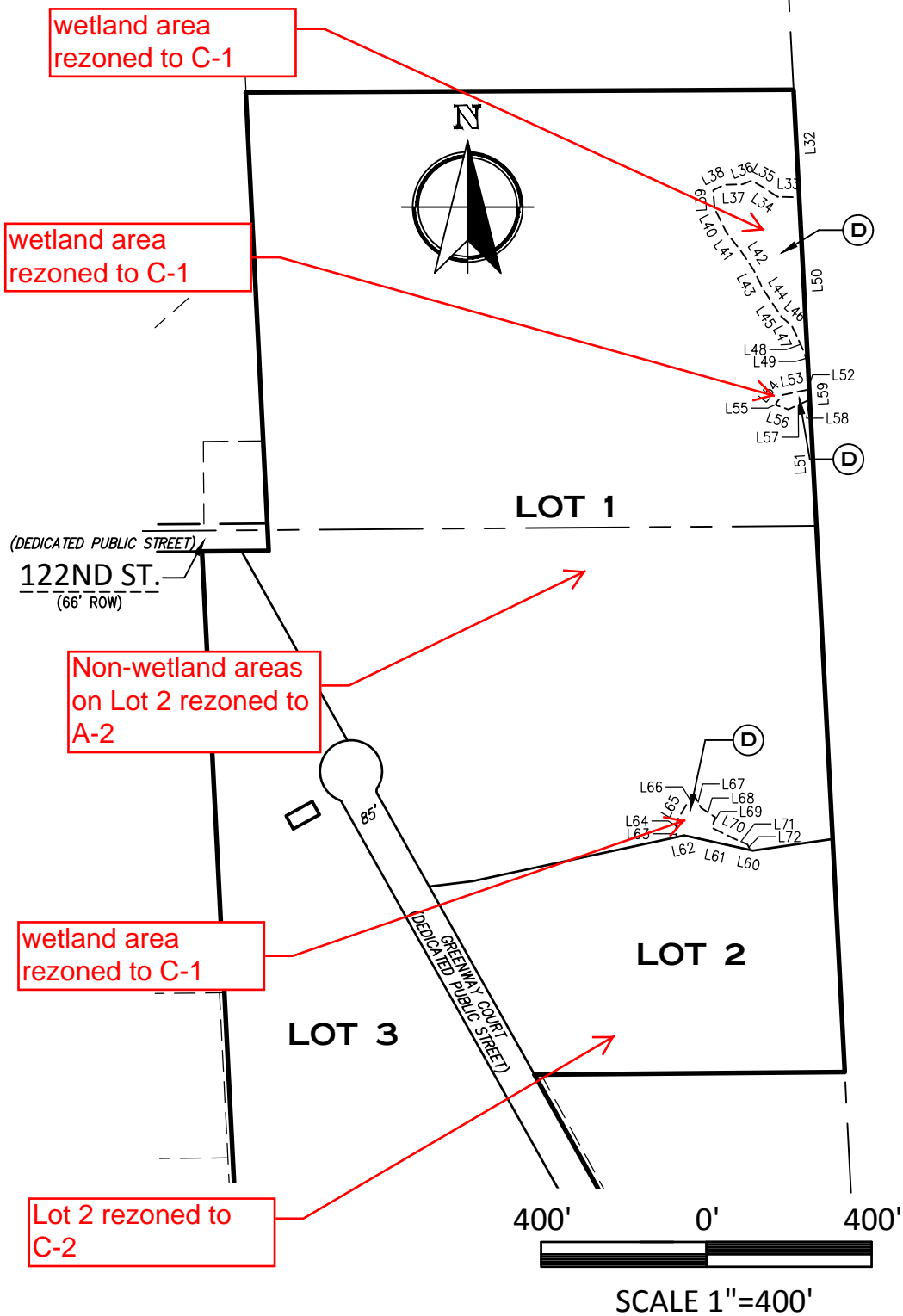
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NEW EASEMENT DEDICATIONS DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT

Wetland Easement Line Table		
Line #	Length	Direction
L32	260.68	S03° 00' 06"E
L33	52.92	N88° 35' 37"W
L34	40.63	N56° 05' 32"W
L35	32.84	N60° 34' 57"W
L36	24.14	S69° 12' 38"W
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L49	33.35	S17° 33' 55"E
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L55	5.63	S13° 38' 56"E
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L68	41.37	S56° 14' 27"E
L69	26.60	S16° 28' 22"W
L70	60.70	S63° 38' 52"E
L71	33.85	S66° 45' 35"E
L72	15.17	S27° 53' 53"E



(D) DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS, AND MAINTENANCE EASEMENT.

All 100-year floodplain areas remained unchanged

**RIGHT OF RECOVERY AND FUNDING
AGREEMENT BETWEEN THE VILLAGE
OF PLEASANT PRAIRIE AND EVA MANOR LLC,
FOR THE PUBLIC WATER MAIN
EXTENSION IN 22nd AVENUE**

Return to

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

Tax Parcel Number

93-4-122-183-0481

Legal Description: The property is identified as Lot #1 of Certified Survey Map #2616 and recorded as Document # 1549407, which is located in part of the Southwest ¼ of U.S. Public Land Survey Section 18, Township 1 North, Range 23 East in the Forth Principal Meridian in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

An Agreement made this ____ day of _____, 2018 by and between the **VILLAGE OF PLEASANT PRAIRIE**, Kenosha County, Wisconsin, a municipal corporation existing under and by virtue of the laws of the State of Wisconsin and with its offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158, hereinafter referred to as "the Village", and Eva Manor, LLC a Wisconsin Limited Liability Company with a business address of 4011 80th Street, Kenosha, WI 53142, hereinafter referred to as the "the Developer".

WITNESSETH

1. That to facilitate the availability of required public water main improvements, the Village has authorized the Developer to undertake the extension of public water system improvements in 22nd Avenue adjacent to Lot 1 of the Eva Manor Certified Survey Map and Village approved Engineering Plans to serve the Eva Manor development. Said Plans are on file with the Village Clerk. Upon completion of construction acceptance by the Village, the referenced public water system improvements will be made available to serve other parcels within the Village located on the west side of 22nd Avenue as referenced in paragraph five (5) below.
2. That in return for the Village's approval of the construction of the aforesaid public water system improvements, the Developer has agreed to pay the full cost thereof of the public water main system improvements, which sum is expected to be over and above that portion of the cost properly chargeable to the Developer.
3. That Chapter 395-74. J. (3) of the Village's Land Division and Development Control Ordinance sets forth an Alternative Conditional Approval provision wherein the Village agrees to pay the Developer a fair share of the total cost of certain specified monies which may be subsequently recovered by the Village with respect to such extended public street or public water system improvements. Such recoverable amount payable from the Village to the developer, referred to as a Right of Recovery

Right of Recovery and Funding Agreement
22nd Avenue Public Water Main System Improvements

amount is contingent upon the Village first recovering specified costs incurred by Village in connection with such public water main system improvements.

4. That the Developer, upon the Village Board of Trustees' adoption of the **Preliminary Resolution #18-29** on September 17, 2018 and **Final Resolution #18-33** on October 15, 2018 (**Exhibit A**) regarding the detailed deferred special assessment amounts for this project and the execution of this Right of Recovery and Funding Agreement by both parties, shall have funding and right of recovery rights as to a portion of said sums as hereinafter set forth.
5. That if the users or property owners of the Lots shown in **Exhibit A** access or connect to the referenced public water system improvements, utilize the referenced public water main system improvements or as a pre-condition of a land division approval, whichever occurs first, then said users or property owners shall be required to pay a special assessment equal to a certain portion of the total cost of such public water main system improvements which is proportional to the cost of the improvements to the tax parcel numbers as computed and delineated by the Developer's project engineers, approved by the Village's Engineer and as set forth in **Exhibit A**. The Village does herewith agree and bind itself to pay to the Developer a portion of such special assessments with no interest accrual as the same are collected but, in no event, not to exceed twenty thousand fifty one dollars and .64/100 (\$20,051.64) from the owners as outlined in **Exhibit A**.
6. It is further understood and agreed that the Developer shall have absolutely no right to recover, and the Village shall have absolutely no obligation whatever to repay, any public water system amounts collected by the Village for such special assessments after October 15, 2028.

IN WITNESS WHEREOF, the Developer and the Village have caused this Agreement to be signed and dated as of this ____ day of _____, 2018.

Signatures are on the next pages.

Right of Recovery and Funding Agreement
22nd Avenue Public Water Main System Improvements

DEVELOPER/OWNER: EVA MANOR, LLC

By: EM Manager, LLC, Managing Member
By: Bear Development, LLC, Authorized Member

Stephen R. Mills, Authorized Member

STATE OF WISCONSIN)
)SS:
KENOSHA COUNTY)

The above named Stephen R. Mills came before me this ____ day of _____, 2018 in Pleasant Prairie WI, to me known to be the Managing Member of EM Manager, LLC and Authorized Member of Eva Manor, LLC, who executed the foregoing instrument and acknowledged that he executed the same as the Authorized Member of Eva Manor, LLC by its authority.

Print Name: Jean M. Werbie-Harris
Notary Public, Kenosha County, State of Wisconsin
My Commission expires: 12/27/2021

Additional signatures on the next page.

Right of Recovery and Funding Agreement
22nd Avenue Public Water Main System Improvements

VILLAGE OF PLEASANT PRAIRIE

By: _____
John P. Steinbrink
Village President

ATTEST:

By: _____
Jane C. Snell
Village Clerk

STATE OF WISCONSIN)
)SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me this ____ day of _____, 2018 in Pleasant Prairie, WI by John P. Steinbrink, Village President and Jane C. Snell, Village Clerk of the Village of Pleasant Prairie.

Print Name: Jean M. Werbie-Harris
Notary Public, Kenosha County, State of Wisconsin
My Commission expires: 12/27/2021

This Agreement Drafted By:
Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

EXHIBIT A

FOR

RIGHT-OF-RECOVERY AND FUNDING AGREEMENT BETWEEN THE VILLAGE OF
PLEASANT PRAIRIE AND EVA MANOR LLC, FOR THE PUBLIC WATER MAIN EXTENSION
IN 22ND AVENUE

TABLE OF CONTENTS:

- I. Resolution #18-29 – Preliminary Resolution Declaring Intent to Exercise Special Assessment Police Powers.
- II. Special Assessment Report
 - i. Schedule A – Final Plans
 - ii. Schedule B – Cost of Improvements / Right-of-Recovery and Assessment Method and Rate Calculation.
 - iii. Schedule C – Schedule of Special Assessments.
 - iv. Assessment Map
- III. Resolution #18-33 – Final Resolution Authorizing Construction of Public Improvements and Levying Special Assessments.

RESOLUTION #18-29

**PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE
SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE
CONSTRUCTION OF THE 22ND AVENUE WATER MAIN EXTENSION IN THE
VILLAGE OF PLEASANT PRAIRIE. THE PROJECT GENERALLY CONSISTS OF A
12-INCH WATER MAIN AND APPURTENANCES BEGINNING AT 91ST STREET
EXTENDING SOUTH APPROXIMATELY 475 FEET ALONG 22ND AVENUE.**

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

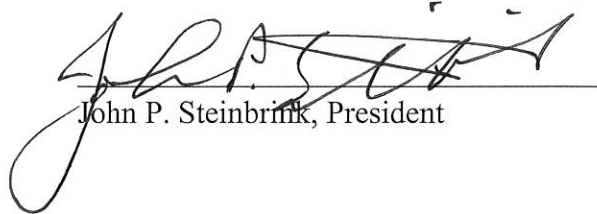
1. The Governing Body hereby declares its intention to levy special assessments pursuant to Section 66.0703, Wis. Stats., upon property described in Schedule A hereto for special benefits conferred upon such property with the construction of the 22nd Avenue Water Main in the Village of Pleasant Prairie. The project generally consists of a 12-inch water main and appurtenances beginning at 91st Street extending south approximately 475 feet along 22nd Avenue.
2. The Governing Body hereby determines that the construction of such improvements are in the best interest of and for the health and welfare of the Municipality and the property affected by the improvement and constitutes an exercise of the police power.
3. The assessment against any parcel may be paid in cash or in ten equal, annual installments.
4. The Clerk shall cause to be prepared a report which shall consist of:
 - A. Preliminary plans and specifications for the improvements.
 - B. An estimate of the entire cost of the proposed improvements.
 - C. A schedule of proposed assessments.
5. When the report is completed, the Clerk shall make a copy of the report available for public inspection
6. Upon completion of the report, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the

time and place of the public hearing on the matters contained in the preliminary resolution and report. This notice shall be published as a Class 1 Notice and a copy shall be mailed, at least ten days before the hearing, to every interested party.

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

Passed and adopted this 17th day of September, 2018.

VILLAGE OF PLEASANT PRAIRIE



John P. Steinbrink, President

Attest:



Jane C. Snell, Clerk

Posted: 9-20-2018

SPECIAL ASSESSMENT REPORT

EVA MANOR DEVELOPMENT-22nd AVENUE PUBLIC WATER MAIN

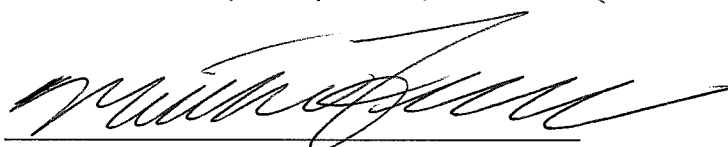
In accordance with the Preliminary Resolution (No.18-29) of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on September 17, 2018 with respect to special assessments and right-of-recovery to be levied on properties benefited by the public water main project, the undersigned reports as follows:

1. Plans. Attached, as Schedule A, final plans for the improvements described above;
2. Cost of Improvements / Right-of-Recovery and Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements, right-of-recovery and special assessment rate calculation;
3. Schedule of Proposed Right-of-Recovery and Special Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
4. The new improvements include water main and related appurtenances. The improvements will provide public water supply and protect the public health and welfare of the citizens of the community;

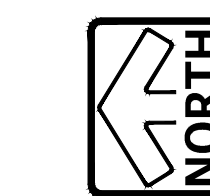
The assessments set forth on Schedule C were determined on the following basis:

- The assessment for the water main was based on a front footage for those benefitting;

Dated this 18^h day of September, 2018.



Matthew J. Fineour, P.E., Village Engineer



GRAPHICAL SCALE (FEET)
0 1" = 20' 40'

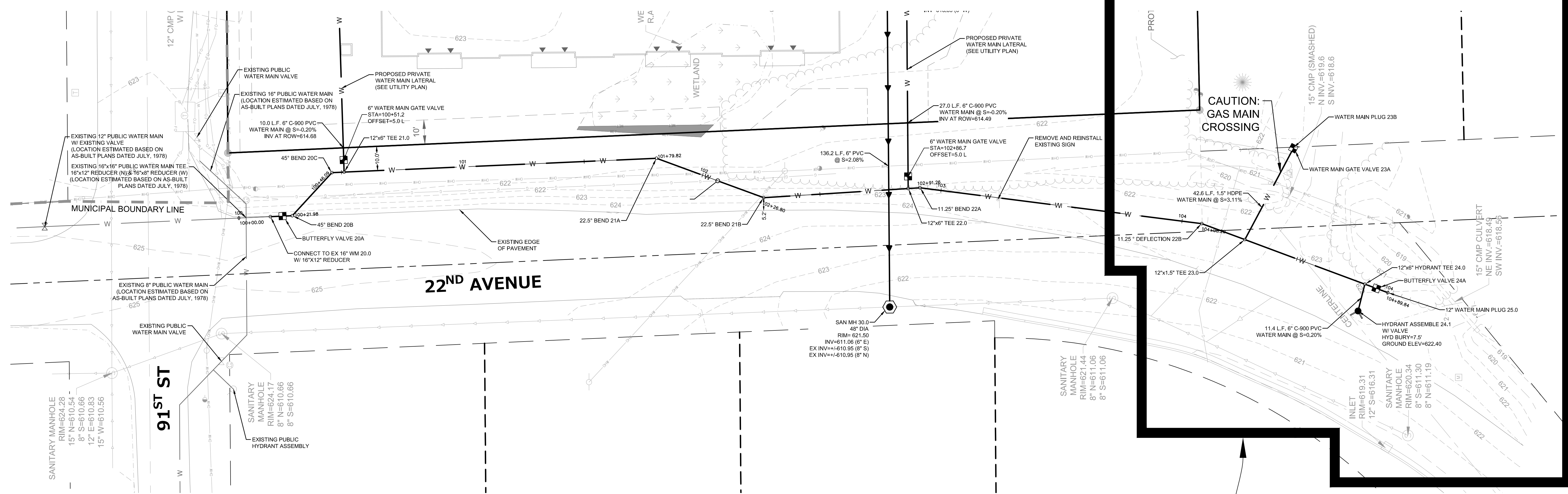
SCHEDULE A

EXISTING CONDITIONS SURVEY:

EXISTING CONDITIONS SURVEY PROVIDED BY PINNACLE ENGINEERING GROUP. ALTHOUGH PEG HAS NO REASON TO BELIEVE THE SURVEY IS ACCURATE, PEG MAKES NO WARRANTIES THAT EXISTING INFORMATION CONTAINED WITHIN THESE PLANS IS ALL-INCLUSIVE OR ACCURATE. CONTRACTOR SHALL UNDERTAKE NECESSARY EFFORTS TO VERIFY THE EXISTING CONDITIONS PRIOR TO THE START OF MATERIAL PROCUREMENT AND CONSTRUCTION EFFORTS/ACTIVITIES.

WATER MAIN SPECIFICATIONS:

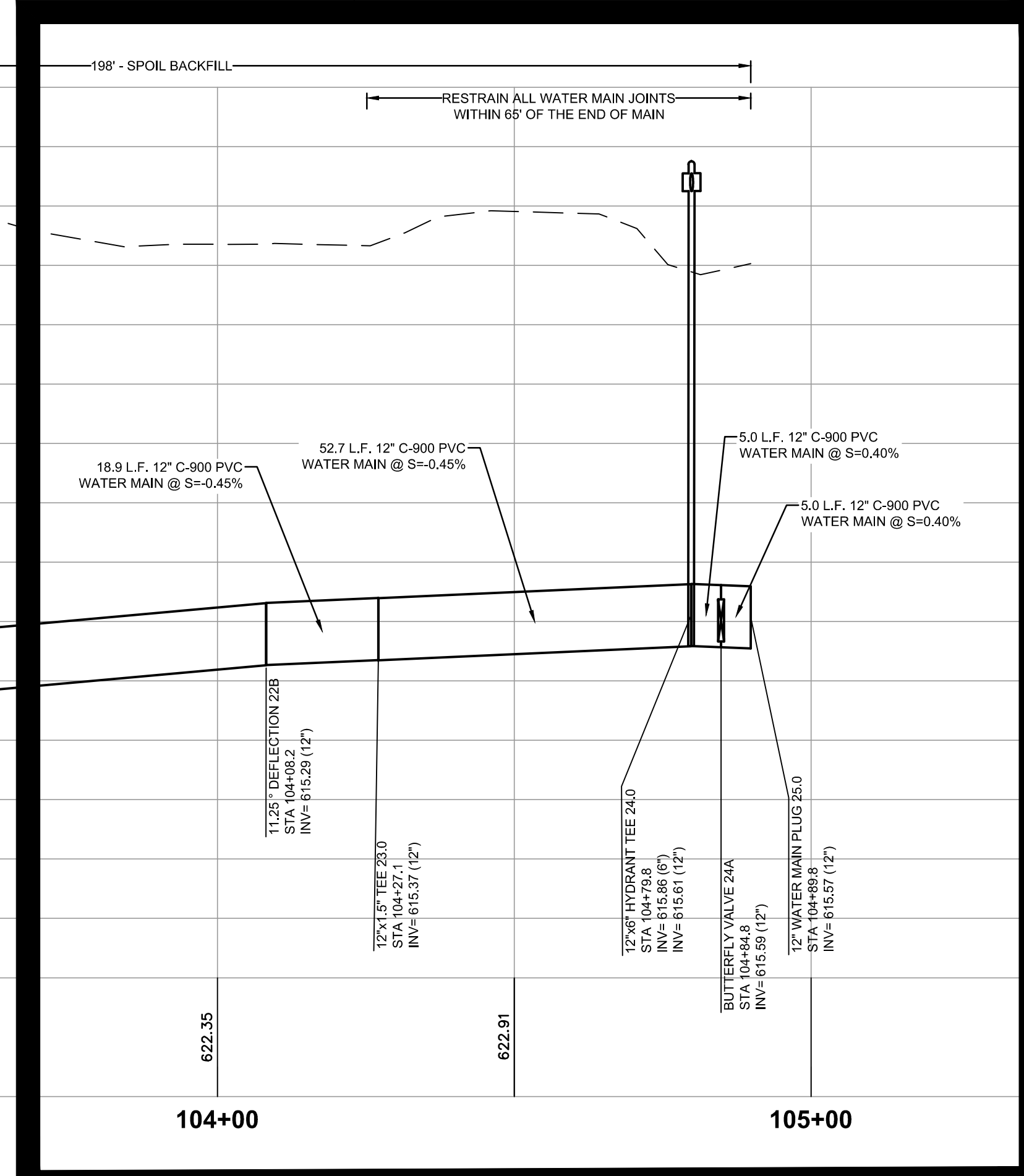
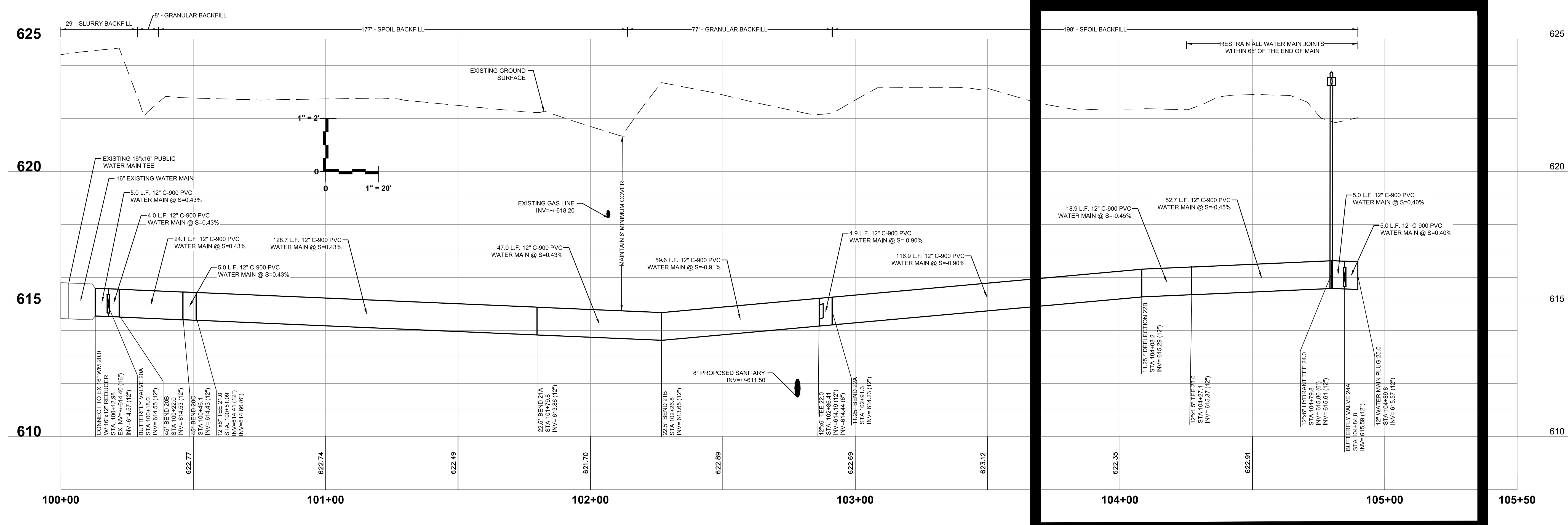
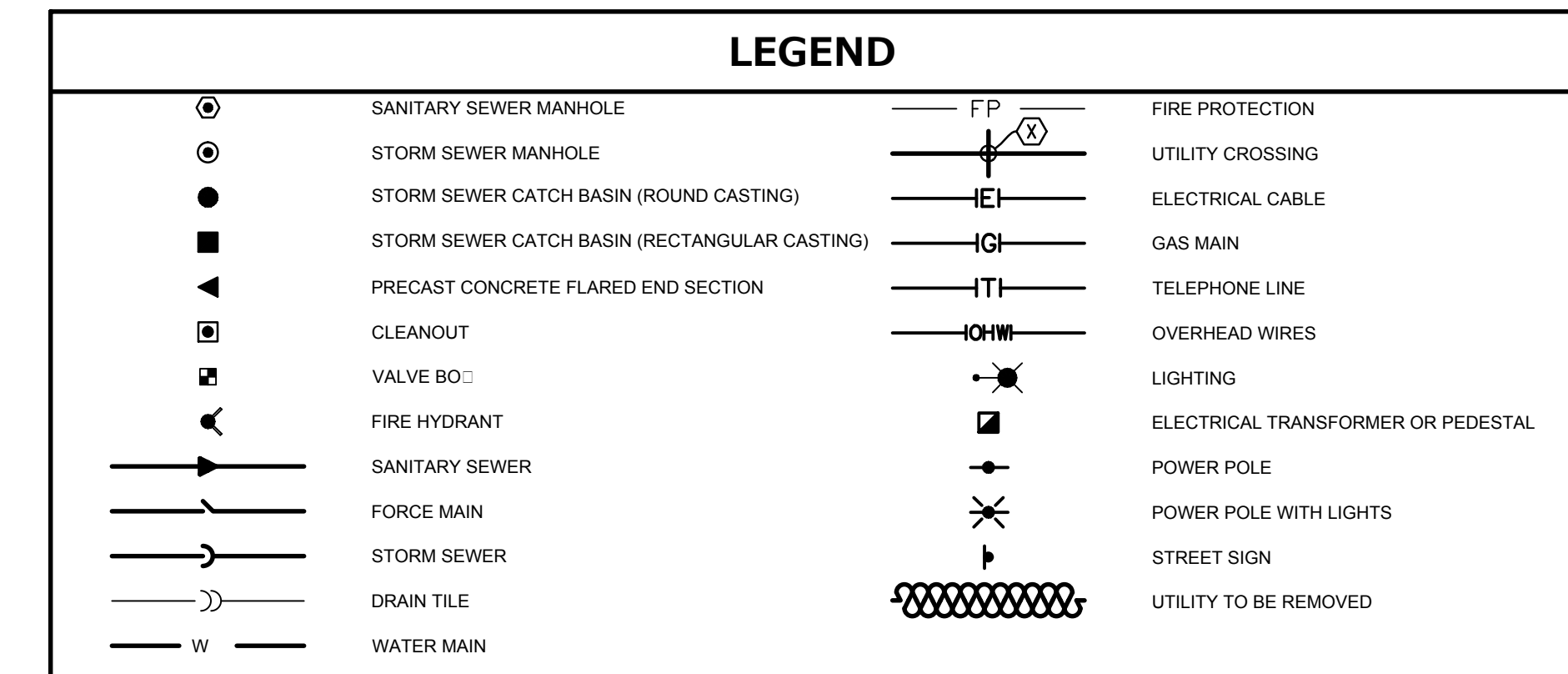
PUBLIC WATER MAIN EXTENSION WILL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (6TH EDITION WITH ADDENDUMS 1 & 2), VILLAGE OF PLEASANT PRAIRIE STANDARD WATER MAIN SPECIFICATIONS, AND NR811.



PRIVATE WATERMAIN AND FIRE DEPARTMENT CONNECTIONS SHOWN FOR PHYSICAL CONSTRUCTION ONLY. SIZING PROVIDED BY BLAIR FIRE PROTECTION. STATE/LOCAL APPROVALS SHALL BE OBTAINED BY LICENSED FIRE PROTECTION DESIGNER.

BACKFILL SPECIFICATIONS:
-SLURRY BACKFILL WITHIN 5' OF THE EDGE OF PAVEMENT
-GRANULAR BACKFILL FROM 5' OFF THE EDGE OF PAVEMENT TO WITHIN A 1:1 SLOPE OF THE SHOULDER
-EXCAVATED MATERIAL (SPILO) BACKFILL BEYOND 1:1 SLOPE OFF OF THE SHOULDER

WORK DONE BY VILLAGE OF PLEASANT PRAIRIE SEPARATE FROM EVA MANOR MULTIFAMILY



DESIGNED: DDC
REVIEWED: MAC
DATE: 10/04/17

FOR CONSTRUCTION
PUBLIC WM EXTENSION
www.pinnacle-engr.com

PLAN | DESIGN | DELIVER
PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING
WISCONSIN OFFICE:
18850 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005
(262) 754-8888
CHICAGO OFFICE: 100 N. LAKE STREET, SUITE 1000, CHICAGO, IL 60602

EVA MANOR MULTIFAMILY VILLAGE OF PLEASANT PRAIRIE, WI

PUBLIC WM EXTENSION

REVISIONS

1. CONCEPT SUBMITTAL	02/14/18	5. ADDRESS VILLAGE COMMENTS	06/19/18
2. VILLAGE DEVELOPMENT PLANS	03/27/18	6. CONSTRUCTION BULLETIN #1	08/02/18
3. DSIS SUBMITTAL	05/22/18	7. CONSTRUCTION BULLETIN #2	08/29/18
4. ADDRESS VILLAGE COMMENTS	05/30/18		

PROJECT NO: 1106.00-WI
SHEET C-6 OF C-11
SCALE: 1" = 20'

**SCHEDULE B
 COST OF IMPROVEMENTS / ASSESSMENT METHOD & RATE CALCULATION
 EVA MANOR – 22ND AVENUE PUBLIC MAIN PROJECT
 VILLAGE OF PLEASANT PRAIRIE**

1. The water main Developer Right-of-Recovery and Village Special Assessment is based on lot frontage of benefited properties.
2. The linear foot cost is calculated as the total project cost divided by the total water main length. This cost was then divided in half to account for both sides of the road. The size of the water main being constructed is 12-inches in diameter. The water main cost was reduced to represent an 8-inch main equivalent cost for the assessment. Water services are not included in the 8-inch water main cost and are accounted for separately in the assessment schedule.
3. The front-footage assessment rate is applied to each benefited property. The “frontage” is the lot dimension abutting the public right-of-way of each benefited property. The following considerations were made.
 - 93-4-123-183-0410 (9145 22nd Avenue): Due to the configuration of this lot, the lot frontage was calculated by measuring the distance between the two adjacent lot corners along 22nd Avenue, as depicted on the Special Assessment Map.
4. Corner lot credits, if applicable, are determined by adding the length of the property along each right-of-way, then subtracting 132-feet. The net result is the assessable front footage. If the length of the property along any right-of-way is not 132 feet long, then the shorter of the two is subtracted from the front footage and the remaining frontage becomes the net assessable frontage.
 - Parcel 91-4-122-134-0105 (9136 22nd Avenue), was provided a corner lot credit. A corner lot credit was provided for this lot due to the irregular lot configuration on the curved road that transitions from 22nd Avenue to Springbrook Road.

Assessment Rate Calculation-(Frontage Assessment)

Total project cost (12-inch water main):	= \$72,250
Total estimated project cost (8-inch equivalent):	=\$65,650
Total length of water main:	= 478
Cost per linear foot of water main:	= \$137.34 per linear foot
Cost per Assessable front footage:	= \$137.34 / 2 =\$68.67 / front foot
Water Main Assessment Rate:	= \$68.67 per assessable front footage
Number of Laterals:	= 1
Water Service Lateral Assessment:	= \$3,510.00 per lateral

See attached project cost.

- Note: Final Assessment Bills will be based on actual costs.

EXHIBIT A

Cost Estimate

Proj Name: Eva Manor / 22nd Ave Water Main Extension

Project No. None
Date: 9.10.18

<u>No.</u>	<u>Qty</u>	<u>Units</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
	16	LF	12-inch PVC Water Main (Slurry Backfill)	\$190	\$3,040
	120	LF	12-inch PVC Water Main (Granular Backfill)	\$120	\$14,400
	342	LF	12-inch PVC Water Main (Spoil Backfill)	\$80	\$27,360
	2	EA	Butterfly Valves (12")	\$2,000	\$4,000
	1	EA	Hydrant Assembly	\$7,000	\$7,000
	1	LS	Connection to Existing Main	\$2,000	\$2,000
Subtotal Main:					\$57,800
Contingency: 10%					\$5,780
Eng / CRS: 15%					\$8,670
					\$72,250
	43	LF	1.5-inch Water Service	\$70.00	\$3,010
	1	Each	b-box	\$500.00	\$500
Subtotal Lateral:					\$3,510
Total:					\$61,310

COST REDUCTION (8-INCH MAIN EQUIVALENT)

<u>No.</u>	<u>Qty</u>	<u>Units</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
	16	LF	8-inch PVC Water Main (Slurry Backfill)	\$180	\$2,880
	120	LF	8-inch PVC Water Main (Granular Backfill)	\$110	\$13,200
	342	LF	8-inch PVC Water Main (Spoil Backfill)	\$70	\$23,940
	2	EA	Valves (8")	\$1,750	\$3,500
	1	EA	Hydrant Assembly	\$7,000	\$7,000
	1	LS	Connection to Existing Main	\$2,000	\$2,000
Subtotal:					\$52,520
Contingency: 10%					\$5,252
Eng / CRS: 15%					\$7,878
					\$65,650

Main Length: 478
 Assessable Cost \$65,650
 Cost per linear foot \$137.34
 Assessment \$/FT \$68.67

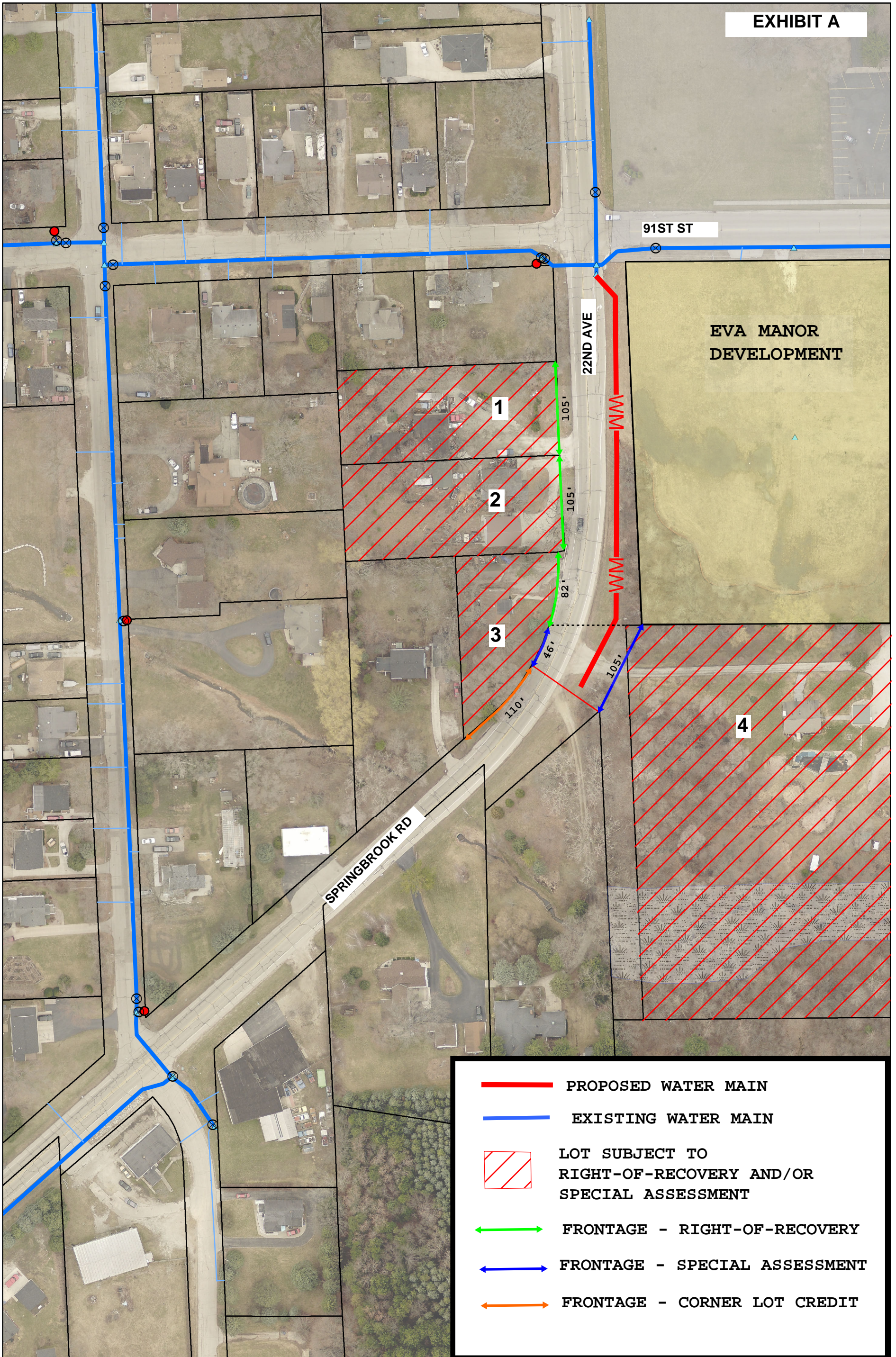
Village of Pleasant Prairie

Engineering Department
 Pleasant Prairie, WI

Right of Recovery / Assessment Schedule
22ND AVE WATER MAIN EXTENSION / EVA MANOR DEVELOPMENT
Village of Pleasant Prairie
Schedule C

Water Main Right of Recovery Rate: \$ / ft \$68.67

ASSESSED PARCEL		DEVELOPER RIGHT-OF-RECOVERY		VILLAGE SPECIAL ASSESSMENT				TOTAL SUMMARY					
Parcel	Property Owner and Parcel No.	(Water Main) Front Footage	(Water Main) Assessment	(Water Main) Front Footage	(Water Main) Assessment	No. of Laterals	Lateral Assessment	Total Right-of-Recovery (Developer)	Total Village Special Assessment	Net Benefit	Damages Awarded	Total Assessment (ROC + Village Assessment)	Mail to Address
1	STEPHEN L. RACK 9118 22ND AVE PLEASANT PRAIRIE, WI 53158 91-4-122-134-0095	105.00	\$7,210.35	0	\$0.00	0	\$0.00	\$7,210.35	\$0.00	\$7,210.35	\$0.00	\$7,210.35	91-4-122-134-0095 STEPHEN L RACK 9118 22ND AVENUE PLEASANT PRAIRIE, WI 53158
2	STEPHEN L. RACK 9122 22ND AVE PLEASANT PRAIRIE, WI 53158 92-4-122-134-0100	105.00	\$7,210.35	0	\$0.00	0	\$0.00	\$7,210.35	\$0.00	\$7,210.35	\$0.00	\$7,210.35	91-4-122-134-0100 STEPHEN L RACK 9122 22ND AVENUE PLEASANT PRAIRIE, WI 53158
3	TYLER J BRAUN 9136 22ND AVE PLEASANT PRAIRIE, WI 53158 91-4-122-134-0105	82.00	\$5,630.94	46	\$3,158.82	0	\$0.00	\$5,630.94	\$3,158.82	\$8,789.76	\$0.00	\$8,789.76	91-4-122-134-0105 TYLER J BRAUN AMER L BRAUN 11620 208TH AVENUE BRISTOL, WI 53104
4	ALLEN MULLINS 9145 22ND AVE PLEASANT PRAIRIE, WI 53158 93-4-123-183-0410	0.00	\$0.00	105	\$7,210.35	1	\$3,510.00	\$0.00	\$10,720.35	\$10,720.35	\$0.00	\$10,720.35	93-4-123-183-0410 ALLEN MULLINS VIRGINIA MULLINS 9145 22ND AVENUE PLEASANT PRAIRIE, WI 53158
		292.00	\$20,051.64	151	\$10,369.17	1	\$ 3,510.00	\$20,051.64	\$13,879.17	\$33,930.81	\$0.00	\$33,930.81	



**EVA MANOR DEVELOPMENT
WATER MAIN EXTENSION
RIGHT-OF-RECOVERY / SPECIAL ASSESSMENT MAP**

0 100 200 Feet

1 inch = 100 feet



RESOLUTION #18-33

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION
OF PUBLIC IMPROVEMENTS AND LEVYING
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTIES
FOR THE CONSTRUCTION OF A 12-INCH WATER MAIN AND
APPURTENANCES BEGINNING AT 91ST STREET EXTENDING SOUTH
APPROXIMATELY 475 FEET ALONG 22ND AVENUE, IN THE VILLAGE OF
PLEASANT PRAIRIE.**

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 17th day of September, 2018, adopted a Preliminary Resolution #18-29 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of the 22nd Avenue Water Main Extension. The project generally consists of a 12-inch water main and appurtenances beginning at 91st Street extending south approximately 475 feet along 22nd Avenue in the Village of Pleasant Prairie.

WHEREAS, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 15^h day of October, 2018 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

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

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

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$33,930.81. The amount assessed against each of the affected properties is listed on Schedule C.

4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
5. Right-of-Recovery Assessment: The Right-of-Recovery Assessments are subject to the Right-of-Recovery and Funding Agreement between the Village of Pleasant Prairie and Eva Manor LLC, for the public water main extension in 22nd Avenue. The property owners may defer payment of the right-of-recovery assessment until the property connects to the municipal water system or as a pre-condition of a land division approval. At the time the property owner connects to the municipal water system or the property is subdivided, the entire assessment shall become due and payable. After the right of recovery date obligation has expired per Funding Agreement between the Village of Pleasant Prairie and Eva Manor LLC, any right-of-recovery assessment still rightfully deferred and unpaid shall be deemed to have been paid.
6. Village Assessments: The property owners may defer payment of the Village special assessment for the municipal water main improvements until connection is made to their property, at such time the property is subdivided and/or at such time a building permit is issued. At the time the property owner connects to the municipal water system, the property is subdivided and/or a building permit is issued, the entire assessment shall become due and payable.
7. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 15th day of October, 2018.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, Village President

Attest:

Jane C. Snell, Village Clerk

Date Adopted:

Published:

**DECLARATION OF PROTECTIVE
COVENANTS FOR STATELINE 94
CORPORATE PARK**

Document Number

Document Title

Recording Area

Name and Return Address

Jeff Raduechel
9500 Bryn Mawr, Suite 340
Rosemont, IL 60018

92-4-122-303-0101, 92-4-122-304-0200
92-4-122-311-0200, 92-4-122-312-0100
92-4-122-312-0150, 92-4-122-312-0310
92-4-122-312-0307

**DECLARATION OF PROTECTIVE COVENANTS
FOR
STATELINE 94 CORPORATE PARK
PLEASANT PRAIRIE, WISCONSIN**

TABLE OF CONTENTS

	Page
ARTICLE 1	
DEFINITIONS	1
1.1 Intentionally Omitted	1
1.2 "Association"	1
1.3 "Board"	1
1.4 "Building"	1
1.5 "By-Laws"	1
1.6 "CSM"	1
1.7 "Committee"	1
1.8 "Common Area"	1
1.9 "Common Elements"	1
1.10 "Common Improvements"	1
1.11 "Declaration"	2
1.12 "Developer"	2
1.13 "Development Agreement"	2
1.14 "Easement"	2
1.15 "Guidelines"	2
1.16 "Improvements"	2
1.17 "Lot"	2
1.18 "Mortgage"	2
1.19 "Occupant"	2
1.20 "Official Records"	2
1.21 "Outlot"	2
1.22 "Owner"	2
1.23 "Person"	2
1.24 "Plans"	2
1.25 "Property"	2
1.26 "Protective Covenants"	3
1.27 "Stormwater Facilities"	3
1.28 "Street Trees"	3
1.29 "Village"	3
ARTICLE 2	
PROPERTY SUBJECT TO DECLARATION	3
2.1 The Property	3

TABLE OF CONTENTS

(continued)

	Page
ARTICLE 3	PURPOSE OF THIS DECLARATION 3
ARTICLE 4	GENERAL RESTRICTIONS..... 4
4.1	Responsibilities of Owner or Occupant. 4
4.2	Maintenance 4
4.3	Property Management Company 4
4.4	Damage to Improvements..... 4
4.5	Trailers..... 4
4.6	Storage of Trailers and Vehicles 5
4.7	Utility Connections 5
4.8	Lighting Standards..... 5
4.9	Public Street Lighting Assessment Fees 5
4.10	Idling Restrictions..... 5
4.11	Compliance with Laws: Indemnity 6
4.12	Inspection Rights 6
4.13	Enforcement 6
4.14	Village's Right of Entry 6
4.15	Owner's Obligation for Taxes 7
4.16	Tax-Exempt and Tax Assessment Covenants..... 7
ARTICLE 5	GRADING AND CONSTRUCTION 8
5.1	Cessation of Construction 8
5.2	Construction Damage and Debris 8
5.3	Easements, Utilities, Landscaping and Amenities 8
ARTICLE 6	DEVELOPMENT STANDARDS 8
6.1	Permitted Uses 9
6.2	Landscaping Requirements 9
6.3	Lot Requirements..... 9
6.4	Architectural Requirements10
6.5	Sign Requirements10
ARTICLE 7	EASEMENTS11
7.1	Grant of Easements11
7.2	Maintenance of Easements.....12
7.3	Maintenance of Stormwater Facilities.....12

TABLE OF CONTENTS

(continued)

	Page
7.4 Association's Right of Entry	12
ARTICLE 8 DEVELOPMENT CONTROL COMMITTEE.....	12
8.1 The Committee	12
8.2 Committee's Adoption of Guidelines	12
8.3 Committee's Approval of Plans	12
8.4 Form and Content of Plans	13
8.5 Review Fee.....	13
8.6 Review and Approval Procedure.....	13
8.7 Prompt Commencement of Construction	14
8.8 Variances.....	14
8.9 No Liability to Committee	14
ARTICLE 9 STATELINE 94 CORPORATE PARK ASSOCIATION.....	14
9.1 The Association: Creation: Powers: Organization	14
9.2 Membership	15
9.3 Member's Voting Rights	15
9.4 Governance	16
9.5 Election of Directors.....	16
9.6 Transfer of Common Elements to Association	16
9.7 Limitation of Liability of Directors and Officers.....	16
9.8 Miscellaneous	16
ARTICLE 10 ASSESSMENTS LEVIED BY THE ASSOCIATION.....	17
10.1 Authority to Levy Assessments	17
10.2 Amount of Assessment	17
10.3 Supplemental Assessments.....	17
10.4 Special Assessments.....	17
10.5 Owner's Share of Assessments	17
10.6 Delinquent Assessment Payments.....	18
10.7 Use of Assessments	18
10.8 Lien.....	18
10.9 Financial Records	18
10.10 Effect of Abandonment or Non-Use	19
ARTICLE 11 OTHER PROVISIONS	19

TABLE OF CONTENTS

(continued)

	Page
11.1 Protective Covenants Run With Land.....	19
11.2 Violation of Declaration a Nuisance	19
11.3 Remedies Cumulative: No Waiver	19
11.4 Creation of Additional Lots	19
11.5 Agreements with Other Land Owners	19
11.6 Severability: Rule Against Perpetuities.....	19
11.7 Notice	20
11.8 Construction: Captions.....	20
11.9 Developer’s Duties and Liabilities Prior to Certain Events	20
11.10 Events Not Constituting a “Sale” by the Developer.....	20
11.11 Amendments.....	20
11.12 Assignment.....	21
11.13 Duration	21

THIS DECLARATION (this “Declaration”), made effective as of this ___ day of _____, 2018 by Riverview Group, LLC, an Illinois limited liability company (the “Developer”), is made with reference to the following facts:

A. As of the date stated above, the Developer is the owner of record of all of the real property subject to this Declaration.

B. The Developer desires to subject such real property to the covenants, conditions and restrictions set forth below, for the benefit of each portion of such property and each present and future owner of such property, during the term of this Declaration.

THEREFORE, the Developer declares that the Property (defined below), and each parcel comprising a portion of the Property, is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration (sometimes referred to as the “Protective Covenants”).

ARTICLE 1 **DEFINITIONS**

The following terms have the following meanings in this Declaration:

1.1 **Intentionally Omitted.**

1.2 **“Association”**: the Stateline 94 Corporate Park Association, Inc., a Wisconsin not-for-profit corporation.

1.3 **“Board”**: the Board of Directors of the Association.

1.4 **“Building”**: the term “Building” shall include both the main part of any building on the Property and all projections and extensions thereof including, but not limited to, platforms, docks, eaves, canopies, walls and screens.

1.5 **“By-Laws”**: the By-Laws adopted by the Association.

1.6 **“CSM”**: a certified survey map subdividing the Property and recorded with the Kenosha County Register of Deeds.

1.7 **“Committee”**: the Development Control Committee described in Article 8 below.

1.8 **“Common Area”**: all land now or in the future owned by the Association for the benefit, common use, and/or enjoyment of the Owners.

1.9 **“Common Elements”**: all or any part of the Common Area and/or the Common Improvements.

1.10 **“Common Improvements”**: all Improvements, including, but not limited to, the Stormwater Facilities, for the common benefit, use, and/or enjoyment of the Owners, the principal purpose of which is not primarily to serve a particular Lot, which are now or in the future located on any Common Area.

- 1.11 “**Declaration**”: this Declaration of Protective Covenants.
- 1.12 “**Developer**”: Riverview Group, LLC, an Illinois limited liability company, and any Person(s) to which the Developer specifically assigns the Developer’s rights and obligations under this Declaration.
- 1.13 “**Development Agreement**”: that certain Development Agreement entered into between the Developer and the Village dated August __, 2018.
- 1.14 “**Easement**”: any easement on, over or under any area(s) of the Property for: utilities; ingress or egress; storm water drainage, retention or detention; landscape or nature conservation; wetland or floodplain preservation or maintenance; or any other purpose, which is reserved or granted in this Declaration, or which is now or hereafter recorded in the Official Records and/or depicted on a CSM.
- 1.15 “**Guidelines**”: any written guidelines, which the Committee may adopt for the development of the Property after approval by the Village, setting forth with greater detail the design standards and requirements for construction and maintenance of Lots and Improvements.
- 1.16 “**Improvements**”: buildings, private roads, driveways and walkways, parking areas, outdoor lighting, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, irrigation systems, recreational trail, stormwater facilities, utilities and related equipment, landscaping, poles, signs, loading areas and all other installations, structures, and landscaping improvements, whether above and/or underground.
- 1.17 “**Lot**”: any portion of the Property which is shown as a subdivided lot on a CSM.
- 1.18 “**Mortgage**”: a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion.
- 1.19 “**Occupant**”: any Person legally entitled to occupy or use any part of a Lot.
- 1.20 “**Official Records**”: the real estate records of the Register of Deeds of Kenosha County, Wisconsin.
- 1.21 “**Outlot**”: an outlot depicted on a CSM.
- 1.22 “**Owner**”: the record owner of a fee simple title to any Lot, whether one or more Persons, and including the Developer. Upon the conveyance of a Lot to a new Owner, the conveying Owner shall be released from all liability under this Declaration.
- 1.23 “**Person**”: any natural individual, corporation, partnership, limited liability company, trustee, or any other legal entity capable of holding title to real property.
- 1.24 “**Plans**”: all of the plans and specifications required to be submitted by the Owner to the Committee under Article 8 below.
- 1.25 “**Property**”: the real property described in Article 2 below.

1.26 “**Protective Covenants**”: the conditions, restrictions, easements, charges and liens set forth in this Declaration.

1.27 “**Stormwater Facilities**”: The stormwater system serving the Property, including, but not limited to, portions of such system within areas designated as stormwater and drainage easements or Outlots on any CSM; and conduits, inlet and outlet storm sewers and structures, catch basins, inlets, inlet leads, catch basin leads, detention basins, and retention ponds, all regardless of ownership. The Stormwater Facilities do not include the stormwater collecting facilities on any Lot the principal purpose of which is to primarily serve that Lot.

1.28 “**Street Trees**”: trees located within the public rights of way along 116th Avenue, 120th Avenue or 122nd Street.

1.29 “**Village**”: the Village of Pleasant Prairie, a Wisconsin municipal corporation located in Kenosha County, Wisconsin.

ARTICLE 2 PROPERTY SUBJECT TO DECLARATION

2.1 **The Property**. The real property (the “Property”) that is and shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration, is located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, is known as Stateline 94 Corporate Park, and is legally described on Exhibit A attached hereto and made a part hereof.

ARTICLE 3 PURPOSE OF THIS DECLARATION

This Declaration and the Protective Covenants it contains are for the benefit of the present and future Owners of each parcel comprising the Property, and are imposed for the following purposes:

- (a) to ensure that the Property will be maintained as an attractive setting for business, commerce and light industry with ample landscaped open areas, high-quality structures, proper uses and appropriate development of each Lot;
- (b) to protect Owners and Occupants against improper development and use of the Lots;
- (c) to prevent construction of Improvements which are inconsistent with the materials and designs approved by the Committee;
- (d) to encourage the timely development of attractive Improvements that enhance the value of the Property as a whole by harmonizing with the appearance and function of other Improvements on the Property;
- (e) to provide for adequate off-street parking and loading facilities, sign controls and setbacks;

(f) to provide for the maintenance of the Common Elements and of the landscaping of the Property and signage (to the extent not maintained by the Owners), the Common Elements and other portions of the Property as decided by the Association;

(g) to provide for and maintain Stormwater Facilities in the Common Area, pursuant to the Declaration and the Development Agreement; and

(h) to facilitate and provide for the orderly handover of rights and responsibilities from the Developer to the Association pursuant to the terms of this Declaration.

The Developer, the Board and the Committee shall use this Article 3 as a general standard in interpreting this Declaration and judging performance under it, in preparing and revising any Guidelines, in approving or disapproving the development of Lots, and in carrying out the overall development of the Property.

ARTICLE 4 **GENERAL RESTRICTIONS**

4.1 **Responsibilities of Owner or Occupant**. The Owner or Occupant or any other user of each Lot shall jointly and severally have the duty, at its or their sole expense, to comply in all material respects with all of the Protective Covenants.

4.2 **Maintenance**. Each Owner shall keep its Lot or Lots and the Improvements located thereon in a well-maintained, safe, clean and attractive condition at all times in a manner typical of a quality business park. The Association shall, as set forth in Section 4.3 below, hire a single landscape maintenance contractor for the Common Area, the cost of which shall be included in assessments levied by the Association pursuant to this Declaration.

4.3 **Property Management Company**. The Association shall retain a property management company to manage the Property and notify the Village's Community Development Department of the contact information for such management company. The obligations of such management company shall include, but not be limited to, ensuring that the Owners and Occupants comply with this Declaration, the Development Agreement and all Village ordinances, and maintaining the Property in conformance with this Declaration, the Development Agreement and all Village ordinances. The management company shall hire a single landscape maintenance contractor to keep clean, maintain and, if necessary, replace the landscaping and Stormwater Facilities on the Common Area. In the event the Association does not retain a property management company, the Association will be responsible for all maintenance required under this section.

4.4 **Damage to Improvements**. If any Improvements on a Lot are damaged or destroyed by fire or other casualty, the Owner of that Lot shall promptly: (a) restore those Improvements, or (b) demolish them and landscape the Lot in compliance with the requirements of Article 6 below, or (c) construct new Improvements after complying with Article 8 below.

4.5 **Trailers**. Except as may be used by the Developer, trailers, including but not limited to presale and construction trailers, and other temporary structures shall be permitted only during construction of an Improvement and shall be removed within sixty (60) days after the issuance by the Village of a permanent occupancy permit or, if no occupancy permit is required, sixty (60) days after substantial completion of the Improvement.

4.6 **Storage of Trailers and Vehicles.** There shall be no long-term storage of trailers or vehicles on any Lot unless adequately screened as determined by the Declarant, and unless such storage is necessary to the Occupant's principal business conducted on the Site. For the avoidance of doubt, truck terminals or fleet parking shall not be allowed on the Property.

4.7 **Utility Connections.** Each Owner shall be responsible at such Owner's cost and expense, for the installation of all utility lines and services leading to, under, and upon the Owner's Lot, including, but not limited to, electric, natural gas, telephone, sewer, storm and water utilities. To the extent not within the Owner's Lot, such installations shall be within Easements.

4.8 **Lighting Standards.** Lighting on individual Lots shall adhere to applicable governmental lighting codes and ordinances, as well as the following requirements:

(a) All exterior lighting shall be energy efficient and shall be located, oriented, and of an intensity to illuminate only the Building Site or Lot where located without detrimentally affecting activity on adjacent Sites or Lots or traffic on streets and highways.

(b) Lighting shall not be located on the roofs of Buildings. Any lights affixed to a Building shall be oriented downward at no more than a 45 degree angle from the vertical so as to light only areas of the Site.

(c) Lights may neither flash, pulsate, nor be so bright as to impair or hinder vision on public streets or adjacent Building Sites, or otherwise constitute a nuisance in the judgment of the Declarant.

(d) All parking lot lighting and other such lighting not attached to a Building or Improvement shall conform to the standards determined by the Development Control Committee, shall be uniform and consistent in nature throughout the Property in accordance with the Lighting Requirements attached hereto as Exhibit B. All such parking lot lighting shall utilize LED lights, shall not exceed 30' in height and shall be on concrete bases not higher than 12 inches from grade.

(e) All exterior lighting on the Property will use consistent light pole colors, light fixtures, color temperature and height above grade.

(f) Photometric plans for all lighting must be submitted to the Developer for approval.

(g) Integration of similar lighting fixtures is required.

4.9 **Public Street Lighting Assessment Fees.** The Property shall be included within a Public Street Lighting District as designated by the Village. The public street lighting maintenance costs and facility energy and maintenance charges shall be the collective financial responsibility of the Owners as billed to the Association by the Village and charged by the Association to the Owners as regular assessments.

4.10 **Idling Restrictions:** Idling of trucks shall only be permitted to the extent allowed by local ordinances and/or rules. Adjacent public roadways shall not be utilized for truck staging or queuing.

4.11 **Compliance with Laws: Indemnity.** Each Owner shall comply with all laws and government regulations which affect the Property and shall not permit any other Person to violate any such law or regulation on any Lot owned by the Owner, including, but not limited to, any law or regulation pertaining to environmental pollution or hazardous, dangerous or toxic substances or wastes. Any Owner violating this Section 4.11 shall indemnify every other Owner, the Developer and the Association against all liability and costs arising from such violation, including reasonable attorney's fees.

4.12 **Inspection Rights.** In addition to any other rights of entry this Declaration may grant, the Village, the Developer, the Committee and the Association shall each have the right to enter upon any Lot or Improvement on any Lot or any other part of the Property at reasonable time(s) and upon reasonable notice and subject to reasonable security requirements to inspect for compliance with this Declaration.

4.13 **Enforcement.** If any Owner breaches any obligation under this Declaration, the Association may give written notice to the Owner specifying the nature of the breach. If the Owner has not cured the breach within ten (10) days after such notice is received, the Association may, but shall not be required to, enter upon the Lot and abate and remove, correct or repair the condition causing the breach; provided, however, that if the condition causing the breach creates an imminent threat of loss or damage to any Common Element or to any Improvement or property on any other Owner's Lot or any injury to any person, the Association may enter upon the Lot immediately to abate and remove, correct or repair the condition. In addition, the Developer, the Association and every Owner may seek to enforce this Declaration by legal proceedings, at law or in equity. If the Owner disputes the Association's determination that the Owner has breached any obligation, the Owner may, during the five (5) day period following receipt of the Association's notice, request a hearing before the Board, and except when imminent property damage or personal injury is threatened or if the hearing does not take place within the Owner's ten (10) day cure period through no fault of the Board, the Association may not cure the Owner's breach until the hearing has been held and a majority of the Board has found an obligation on the part of the Owner and a breach of it by the Owner.

The total cost of any action taken (including labor, material, overhead and reasonable attorneys' fees) by the Association or the Village after the Owner's breach and failure to cure shall be assessed against and paid by the Owner within thirty (30) days after receipt by the Owner of a statement specifying the nature and costs of the action taken by the Association or the Village. The statement may include, at the Association's or the Village's option, a charge of fifteen percent (15%) of the direct costs incurred to help defray the Association's administrative expenses connected with taking any action. The provisions of Article 10 below shall apply to any such assessment.

Neither the Association, the Board, the Village nor the Committee by reason of holding of any hearing or making any determination of a breach or nuisance by an Owner or taking any curative action on any Lot shall be liable to the Owner for any loss or damage thereby sustained by the Owner or anyone claiming by or under the Owner, except for gross negligence or wanton and willful misconduct.

4.14 **Village's Right of Entry.** If the Owner(s) or the Association fail(s) to perform any care or maintenance required of it (them) under this Declaration, and the Village wishes to correct any illegal, dangerous, noxious or unhealthy condition existing on the Property as a result, or if there is a breach of any condition, covenant or requirement of this Agreement, the

Village shall have the right but not the duty to enforce such condition, covenant or requirement under this Declaration and/or enter upon the Property to perform such care or maintenance, either directly or through independent contractors, upon three (3) days prior notice to the Owner(s) of the Lot(s) to be entered and to the Association and the continued failure of the Owner(s) or the Association to commence and pursue the cure of the offending condition. Any cure shall be completed by the Owner or Association within a reasonable period of time. The Village may recover from the Owner(s) or the Association its reasonable costs, including reasonable attorneys and consultants fees in performing care or maintenance as allowed by this Section or pursuing its remedies hereunder, and if the Owner(s) fail(s) or refuse(s) to pay those costs after the Village has made demand, (i) the Village may levy costs as a special assessment to be included on such Owner's tax bill and/or (ii) the Village may assess those costs, together with interest thereon from the date of demand to the payment date at twelve percent (12%), provided that the interest rate shall not exceed the maximum rate of interest per annum permitted by the laws of the State of Wisconsin, against the Property or Lot(s) as applicable, and if the assessment is not paid and a notice of non-payment is recorded in the Official Records, the Village shall have a lien on said Property or Lot(s), as applicable; provided, however, that any such lien shall be secondary and inferior to any purchase money or construction mortgage or permanent first mortgage filed in the Official Records against all or any part of the Property or the Lot(s) prior to the date of filing any lien created hereunder. Notwithstanding the foregoing, the Village shall have no obligation to compel compliance with this Declaration, and its failure to do so shall in no event be deemed a waiver of its right to do so at a later time.

4.15 **Owner's Obligation for Taxes.** To the extent allowed by law, all Lots shall be separately assessed and taxed. Each Owner shall be obligated to pay any taxes or assessments by the assessor against such Owner's Lot, Improvements, or personal property.

4.16 **Tax-Exempt and Tax Assessment Covenants.** No Owner shall sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Property to be exempt from general property taxation (the "Tax-Exempt Covenant"). This Tax-Exempt Covenant shall be in effect during such time that any portion of the Property is within a tax incremental financing district or any successor tax increment district including the Property. This Tax-Exempt Covenant runs with the Property and binds all owners in title to the Property during the term of the Tax-Exempt Covenant. In the event a court finds the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then Developer and its successors and assigns shall, and shall cause Developer and its successors and assigns to, make a payment in lieu of taxes to the Village as required from time to time by the Village. During such time that any portion of the Property is within a tax incremental financing district, no Owner shall contest or consent to any other party contesting the ad valorem tax assessed value for the Property or any portion thereof using as evidence of its value the sales of properties with abandoned or vacated buildings, and the ad valorem tax assessed value of the Property or any portion thereof shall be determined using the same method used for other like properties and under no circumstances will a vacant building method be used to determine such ad valorem tax assessed value.

ARTICLE 5
GRADING AND CONSTRUCTION

5.1 **Cessation of Construction.** If construction of any Improvement on any Lot stops for twelve (12) months or more before that Improvement is enclosed, the Owner, upon written demand of the Association, shall demolish and remove the non-enclosed Improvement (except that underground utilities may remain and footings and foundations shall either be removed or the foundation filled, graded and grass seeded or sod planted) and shall landscape the Lot in compliance with the requirements of Article 6 below. If construction of any Improvement on any Lot stops for a period of twelve (12) months after that Improvement is enclosed, the Owner, upon written demand of the Association, shall landscape the Lot in compliance with the requirements of Article 6 below.

5.2 **Construction Damage and Debris.** The Owner shall conduct all grading and construction work in a manner to prevent dirt and debris from accumulating beyond the boundary lines of the Lot or from entering the Stormwater Facilities. Only rubber-tired equipment shall be permitted beyond the boundary lines of the Lot. During grading and construction, the Owner shall be responsible for any damage to all Improvements within or bordering on the Property and shall remove any dirt or debris on such roads or sidewalks to the extent such damage, dirt or debris results from the Owner's activities.

5.3 **Easements, Utilities, Landscaping and Amenities.** Any Owner of a Lot installing, modifying, connecting to, relocating, or repairing utilities or services within the Common Area shall provide the Committee with proof of appropriate insurance and plans, obtain the prior written consent of the Committee, and comply with all other applicable laws and regulations, including but not limited to permit requirements. If in the course of construction on its Lot, or the installation, repair, or relocation of any utilities serving its Lot, the Owner disturbs any vegetation, landscaping, grading or other materials, fill or Improvements, the Owner shall restore and replace same in substantially the same location on the Property (unless the Committee otherwise agrees) at such Owner's expense in conformity with good practices and in substantial conformity with Plans approved by the Committee for the Lot. In addition, as to the landscaping and vegetation, the Owner shall replace any such replanted material which is not surviving in good health one (1) year after the time of replanting with new material of the same variety and of substantially the same size. The Owner further agrees to notify the Association and the Committee prior to disturbing any Common Elements or utility lines installed by the Developer, the Association or any other Owner. The Owner shall immediately repair or restore to its original condition any portion of the Common Elements and/or utility line or system disturbed or damaged by the Owner's activities, at the Owner's sole cost to ensure continuous use and operation of the entirety of the Common Elements and/or such utility systems. Neither the Common Elements nor any existing utility line or system may be relocated without the consent of the Committee and any applicable utility provider, and then only within an easement satisfactory to the Committee and any utility provider involved.

ARTICLE 6
DEVELOPMENT STANDARDS

All Lots and Improvements on Lots shall be constructed, enlarged, altered and maintained in compliance with this Declaration, any Guidelines the Committee may adopt, any covenants and restrictions of record and all laws, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Property. This Article sets forth the basic

standards which shall apply to all the construction and maintenance of all Lots and Improvements on Lots. In the event of any conflict between the standards in this Article 6 and the standards established by any Guidelines or any applicable law or regulation, the most restrictive legally enforceable standard shall apply.

6.1 **Permitted Uses.** Unless otherwise provided in this Declaration, the Lots and Improvements on Lots shall be used only for the uses permitted under the Village's Zoning Ordinance. The Property and the Improvements shall not be used for any purpose which would generate offensive or unsafe odors, fumes, dust, smoke, noise, pollution, fire, or explosion, or which would create any other nuisance or, in the opinion of the Committee, would be inconsistent with the purposes of this Declaration.

6.2 **Landscaping Requirements.**

6.2.1 **Landscaping Standards.** Each Owner shall provide mowable turf, landscaping or ground cover (which shall not include prairie grasses) on all areas of its Lot that have been cleared and are not covered by Improvements. All landscaped areas shall be planted and maintained to provide an attractive setting in compliance with any Guidelines. All areas not covered by Improvements or other landscaping shall be covered in maintained turf.

6.2.2 **Trees.** No existing trees may be removed except in compliance with any Guidelines and as approved by the Committee. No Street Trees shall be replaced or removed without Village approval.

6.2.3 **Lots Adjacent to Dedicated Streets.** Each Owner of a Lot adjacent to a dedicated street shall landscape its Lot appropriately with berms and plant material acceptable to the Committee in order to partially screen any parking areas visible from the street.

6.2.4 **Time of Completion.** Subject to delays caused by weather and normal planting seasons, the Owner shall complete all required landscaping within sixty (60) days after the substantial completion of the Improvements on the Lot.

6.2.5 **Vacant Lots.** Each Owner shall maintain its vacant Lots to prevent erosion by both water and wind. If a Lot has been cleared, appropriate ground cover approved by the Committee shall be planted and maintained.

6.2.6 **Street Tree Maintenance.** Each Owner shall be responsible for maintaining and replacing all Street Trees adjacent to such Owner's Lot.

6.3 **Lot Requirements.**

6.3.1 **Limit on Development.** No more than seventy-five percent (75%) of any Lot may be covered with Improvements impervious to surface water absorption.

6.3.2 **Minimum Lot Size.** No Improvements shall be permitted on any Lot containing less than the minimum square footage area required by the applicable Village regulations and ordinances.

6.3.3 **Curb Cuts and Driveway.** All curb cuts shall be designed to be consistent with permitted access locations and shall not unnecessarily hinder traffic flow to or from other Lots, and shall conform to all applicable Village regulations and ordinances.

6.3.4 **Parking Areas.** All parking shall be only on paved parking spaces to be constructed on each Lot (except as incidental to construction). Parking is not permitted on any public street. The location, number and size of parking spaces shall be subject to approval by the Committee and shall be in compliance with any Guidelines, the Development Agreement, applicable laws, regulations, and Village requirements. All parking areas and access driveways shall have a wearing surface of asphalt, concrete or other similar hard surfaced materials approved by the Committee and shall be graded to assure proper drainage.

6.3.5 **Storage of Materials: Screening Fences.** Refuse receptacles, compactors, storage tanks and screening fences shall be in compliance with all Guidelines and Village ordinances.

6.3.6 **Utilities.** All utilities must be placed underground. Transformers, electric, gas or other meters or other apparatus that are visible from adjacent Lots or public areas shall be screened and subject to the Committee's prior written approval.

6.3.7 **Setbacks.** All Lots shall have front yard setbacks for both parking and building setbacks that conform to the requirements of the Village.

6.4 **Architectural Requirements.**

6.4.1 **Design Aesthetics.** The design of each Improvement shall be aesthetically consistent with a quality business park environment and shall comply with any Guidelines. All Improvements located on the Property shall be constructed with materials which are consistent with any Guidelines.

6.4.2 **Building Height.** The maximum height of all Improvements on the Property shall not exceed the limitations imposed by the applicable Village regulations and ordinances.

6.4.3 **Building Standards.** Each Improvement shall comply with all applicable Village regulations and ordinances.

6.5 **Sign Requirements.**

6.5.1 **All Signs Subject to Committee Approval.** All matters concerning signs must be approved in writing by the Committee. Any sign erected without the Committee's prior written approval shall be removed within three (3) days after the receipt of written demand from the Association. If the Owner fails to remove the sign within three (3) days, the Association shall have the right, but not the obligation, to enter upon the Lot and remove the sign. The cost of such removal shall be assessed against and paid by the Owner in the manner provided in Section 4.13 above.

6.5.2 **General Sign Requirements.** All signage shall conform to any Guidelines and all applicable Village requirements, laws and regulations. The design, location

and orientation of all signs shall be subject to the approval of the Committee. No billboard signs shall be allowed.

6.5.3 **Sign Standards.** Any sign located within the Property shall, in addition to complying with applicable zoning requirements, meet the following minimum standards:

(a) Signs may only advertise the name(s) of the Building Occupants, the Owners of the Lot, and the product manufactured or sold on the Lot.

(b) Each Lot shall contain only one monument sign.

(c) Signs shall be permanently affixed to the face of the Building or to the ground, and shall not flash, pulsate, rotate, or be affixed with moving appurtenances. Roof-top signs are prohibited.

(d) Signs attached to Buildings shall not extend more than two (2) feet above the higher of the ceiling line of the top floor or the top of a parapet wall.

(e) Smaller signs adjacent to individual tenant entrances and identifying individual tenants or directing traffic may also be allowed at the sole discretion of the Committee.

(f) All signs must be architecturally compatible to other Improvements.

6.5.4 **Temporary Signs.** Temporary signs identifying the Owner or Occupant are permitted during construction, provided that the Owner first obtain the written approval of the Association, which approval may contain reasonable limitations on the size and design of such signs, and provided further that such approval shall not extend for more than one (1) year.

6.5.5 **Developer's Signs.** The provisions of this Section 6.6 shall not apply to:

(a) monuments, markers and signs erected by the Developer for the purposes of decoration and/or identification of the Property, and (b) the Developer's signs identifying the Property and/or offering Lots and/or buildings on Lots for sale or lease.

ARTICLE 7 **EASEMENTS**

7.1 **Grant of Easements.** The Developer hereby reserves to itself and its successors and assigns, and grants to the Association, the Owners and/or the Village blanket, perpetual and non-exclusive Easements on, over and under any Lot or Common Area as necessary or appropriate to carry out the purposes of this Declaration. In addition, the Developer has reserved to itself and granted to the Association, the Owners, one or more other Persons and/or the Village various other Easements. The Developer, the Association or the Village may in the future relocate any Easement or reserve to itself or grant to one or more Persons additional Easements consistent with the purposes of this Declaration. Unless specifically depicted or stated to the contrary in this Declaration or in any document or Subdivision Plat filed in the Official Records on or before the date of this Declaration, no Easement reserved or granted by this Declaration now or in the future shall be utilized or located or relocated in a way that would

unreasonably interfere with the use of any Improvement then existing on the Lot or unreasonably limit the construction or use of Improvements to be placed on the Lot.

7.2 **Maintenance of Easements.** No Owner shall drain or dump any refuse, sewage, fill or other materials into any Easement area or otherwise interfere with the proper use and performance of the Easement areas.

7.3 **Maintenance of Stormwater Facilities.** The Association shall maintain, at its cost, the Stormwater Facilities located in the Common Area. The Association shall also be responsible for all landscaping.

7.4 **Association's Right of Entry.** The Developer hereby specifically reserves for the benefit of the Association the right to enter upon any Easement to install, maintain, relocate, repair or alter utilities, stormwater retention, detention, and drainage, together with the right of ingress and egress to them across other portions of the Property; provided, however, that the Association shall restore any altered or maintained Easement in a manner otherwise consistent with the Owner's landscape plan, considering such alterations as have actually been made by the Association.

ARTICLE 8 **DEVELOPMENT CONTROL COMMITTEE**

8.1 **The Committee.** There is hereby created a Development Control Committee, consisting of no fewer than three (3) and no more than five (5) persons (the "Committee"). The Developer shall have the sole right to establish the number of persons on the Committee and to appoint and remove all members of the Committee until the first to occur of the following: (a) the Developer has given written notice to the Association that the Developer has relinquished its right to appoint and remove all Committee members in favor of the Association; or (b) the Developer has sold over eighty percent (80%) of its interest in the Property (exclusive of Common Area and areas dedicated to public authority). Thereafter, the Board shall establish the number of persons on the Committee and appoint the members of the Committee. Each member of the Committee shall serve for a term of one (1) year.

8.2 **Committee's Adoption of Guidelines.** The Committee may, but shall not be required to, adopt written Guidelines which set forth detailed design standards and requirements for construction and maintenance of Improvements and/or Lots. Any such Guidelines may contain provisions that are more, but not less, restrictive than the provisions in this Declaration, applicable municipal laws, regulations and ordinances and the Development Agreement, but shall otherwise be consistent with such documents. The Committee may adopt, modify or repeal any and all Guidelines at any time with Village approval, but no adoption or modification shall affect any approval or consent already given to any Owner or Occupant.

8.3 **Committee's Approval of Plans.** No Owner or Occupant shall: (a) construct or place any Improvement on any Lot, or (b) alter or add to any existing Improvement in a way which would affect building size, placement or external appearance, until Plans have been submitted to, and approved in writing by, the Committee and the Village. An Owner may choose to submit a preliminary concept plan to the Committee, which concept, if approved, may be incorporated into the Plans. If the Committee has approved a preliminary concept the Committee shall also approve Plans which are substantially similar to the preliminary concept plan as to those items submitted in the preliminary concept plan.

8.4 **Form and Content of Plans.** The “Plans” shall include three (3) copies of each of the following, consistent in form and content with any Guidelines, and such other information as may be required in any Guidelines, and shall be submitted to the Committee:

(a) **Statement of Proposed Uses.** A statement setting forth in narrative form the proposed use(s) of the Lot and Improvements, and estimated population;

(b) **Site Plan.** A site plan for the Lot prepared by an architect or a civil engineer duly licensed under the laws of the State of Wisconsin;

(c) **Landscape Plan.** A landscape plan prepared by a landscape architect;

(d) **Architectural Drawings and Specifications.** Architectural drawings and specifications prepared by an architect duly licensed under the laws of the State of Wisconsin, showing elevations and all exterior building surfaces, including the color, quality and type of exterior construction materials;

(e) **Signage Plan.** Signage drawings;

(f) **Outdoor Lighting Plan.** Outdoor site and Building lighting plan showing the type, style, size, color and candlepower of all outdoor light fixtures; and

(g) **Other Information.** Any additional information reasonably requested by the Committee which will enable the Committee to determine the location, character, design, use, scale and appearance of the proposed Improvements.

8.5 **Review Fee.** If the Committee, in its sole discretion, determines that it will require the services of one or more paid consultants, including but not limited to, architects, engineers, or landscape architects, in order to adequately review the Plans, then all fees charged by such consultants shall be passed through to the applicant in the form of a review fee. Notwithstanding anything contained herein to the contrary, no Plans shall be deemed approved until such time as the review fee has been paid in full.

8.6 **Review and Approval Procedure.** The Committee shall approve or disapprove all preliminary concept plans and all complete Plans within thirty (30) days after they are submitted. Failure by the Committee to approve or disapprove any preliminary concept plan or Plans within 30 days after submission shall not be deemed to constitute approval. In the event no decision has been rendered within thirty (30) days, the Owner may, within five (5) days after such 30-day period, request a final determination, in which case the Committee will render its decision no later than ten (10) days after such request. Failure by the Committee to respond within such ten (10) day period shall be deemed approval. The Committee shall consider all preliminary concept plans and Plans in light of the purposes set forth in Article 3 above, the criteria set forth in any Guidelines, and the following criteria:

(a) conformity and harmony of external design and location of Improvements in relation to surrounding structures,

(b) relation of topography, grade and finish ground elevation of the Lot to that of neighboring Lots,

- (c) proper facing of main elevation with respect to nearby streets, and
- (d) adequacy of screening of mechanical, air conditioning and rooftop installations.

The Committee shall specify in writing its reasons for disapproving any preliminary concept plan or Plans. The decision of the Committee is final, but the Committee shall not unreasonably withhold its approval of any preliminary concept plan or Plans. Any changes to approved Plans other than those made pursuant to minor change orders of the sort ordinarily made in the course of construction which neither materially alter the design or materials used in the improvements nor deviate from any Guidelines shall be submitted to the Committee for review and approval.

8.7 **Prompt Commencement of Construction.** Upon approval of the Plans by the Committee and the Village, the Owner shall, as soon as practicable, proceed diligently to begin and complete all approved Improvements.

8.8 **Variances.** The Committee may grant reasonable variances from the provisions of this Declaration or any Guidelines upon the written consent of the majority of its members, in order to overcome practical difficulties, to prevent unnecessary hardship or for other good cause as determined by the Committee in its discretion, provided that the variances shall not materially injure the physical condition or economic value of any of the Property or Improvements within the Property, and shall otherwise be subject to all applicable laws and regulations of any governmental body having jurisdiction over the Property. The Committee may impose such conditions on any variance granted as the Committee deems necessary or appropriate to effect the purposes of this Declaration. No variance granted under this Section 8.8 shall constitute a waiver of any provision of this Declaration or any Guidelines as applied to any other Person, Owner or Lot.

8.9 **No Liability to Committee.** Neither the Committee, the Association, the Developer, nor any member, employee or agent thereof, shall be liable to any Owner, to anyone submitting plans for approvals, or to any other Person, by reason of good faith exercise of judgment or mistake or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications or for any other action in connection with its or their duties under this Declaration. No Committee member shall receive any compensation for serving on the Committee.

ARTICLE 9

STATELINE 94 CORPORATE PARK ASSOCIATION

9.1 **The Association: Creation: Powers: Organization.** The Developer shall contemporaneously with the recording of this Declaration cause to be incorporated a Wisconsin nonstock corporation known as the Stateline 94 Corporate Park Association, Inc. (the "Association"). The Association shall have the power:

- (a) to provide for the selection of members to serve on the Committee as set forth in Article 8 above;
- (b) to provide for the enforcement of the provisions of this Declaration and any Guidelines;

(c) to provide such other services and facilities as may be authorized from time to time by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the votes cast at a meeting duly called for such purpose;

(d) in general to maintain and promote the desired character of the Property;

(e) to exercise the powers of a nonstock corporation pursuant to the Wisconsin Nonstock Corporation Act;

(f) to levy assessments against the Lots for maintenance fees, expenses relating to Declaration, enforcement costs, Committee expenses and other expenses approved by the Association; and

(g) to hold title to, repair and maintain in good condition the Common Elements.

Pursuant to this Declaration, the Board of Directors of the Association shall constitute the final administrative authority (except as otherwise expressly provided in Article 8 above) and all decisions of the Board with respect to the administration of the Property shall be binding. All rights, titles and obligations vested or imposed upon the Association by this Declaration shall be held and performed by the Board. The By-Laws for governing the Association shall be those duly enacted by the Board.

9.2 **Membership.** Ownership of a Lot which is subject to assessments as provided herein shall be the sole qualification for membership in the Association. Each Lot shall only have one (1) membership regardless of the number of Persons that own that Lot. If more than one Person is the record owner of any Lot, or an Owner is a trustee, corporation, partnership or other legal entity other than a natural person, the votes for that Lot shall be cast by the Person designated by the Owner(s) of that Lot. In no event shall the votes cast with respect to any Lot be cast by more than one Person. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

9.3 **Member's Voting Rights.** The Association shall initially have two (2) classes of voting memberships:

(a) Except as provided in Section 9.3(b), one (1) Class A membership shall attach to each Lot. Additionally, each Class A membership shall have one (1) vote for each acre (including Easement areas but excluding publicly dedicated rights-of-way) comprising the Lot to which that membership attaches. Votes may be fractional.

(b) The sole holder of a Class B membership shall be the Developer. The Class B membership shall have five (5) votes for each acre (including Easement areas but excluding publicly dedicated rights-of-way) comprising the total number of Lots then owned by the Class B member. Votes may be fractional. The Class B membership shall automatically convert to one or more Class A memberships ninety (90) days after the sale and transfer by the Developer of more than eighty percent (80%) of its interest in the Property (exclusive of Common Area and publicly dedicated rights-of-way).

9.4 **Governance.** The Association shall be governed by a Board of Directors as provided in the By-Laws. The Board shall consist of no fewer than three (3) and no more than five (5) persons. The Board shall establish the number of persons to serve on the Board. After the conversion of Class B membership to Class A membership, as provided in Section 9.3(b) hereof, directors shall be members (or, in the case of a corporation, limited liability company, partnership or trustee member, any party designated by such corporation, limited liability company, partnership or trustee member) of the Association. Prior to the appointment of the first Board, the Developer may exercise all rights, powers and privileges and act in the capacity of the Board and may perform all of its functions as set forth in this Declaration and in the By-Laws.

9.5 **Election of Directors.** The members of the Association shall elect directors at the annual meetings of the Association which shall be held, and notice of which shall be sent, pursuant to the By-Laws.

9.6 **Transfer of Common Elements to Association.** The Developer shall contemporaneously with the recording of a CSM containing an Outlot, Stormwater Facilities or other Common Elements, convey to the Association by quit claim deed all of the real property constituting the Common Area and by quit claim bill of sale all of the property constituting the Common Improvements. After conveyance to the Association, the Association shall not convey any Common Area or Common Improvements without the consent of the Village.

9.7 **Limitation of Liability of Directors and Officers.** Neither the directors, the members of the Committee nor the officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, members or officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors, members and officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors, members or officers unless any such contract or act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such officer, member or director may be involved by virtue of being or having been such director, member or officer; provided, however, that such indemnity shall not be operative with respect to:

(a) any matters as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his or her duties as such director or officer, or

(b) any matter settled or compromised, and, in the opinion of the independent counsel selected by or in a manner determined by the Board, there is clear and convincing evidence for such person being adjudged liable for gross negligence or fraud in the performance of his or her duties as such director or officer.

9.8 **Miscellaneous.** All funds collected by the Board shall be held and expended for the purposes designated in this Declaration and the By-Laws and shall be held for the benefit of all Owners. Said funds shall be administered pursuant to the provisions of this Declaration and

the By-Laws. All contracts and agreements entered into by the Board or the officers of the Association shall be deemed executed by said parties, as the case may be, as agent for the Owners or the Association.

ARTICLE 10
ASSESSMENTS LEVIED BY THE ASSOCIATION

10.1 **Authority to Levy Assessments.** The Association shall have the right, power and duty to levy assessments against the Owners and the Lots for costs incurred by the Association and the Committee in carrying out its purposes, including expenses relating to the costs of enforcing this Declaration.

10.2 **Amount of Assessment.** The Board shall estimate operating costs for the coming fiscal year, and shall assess them against the Owners for payment in advance at least annually. The assessment may take into account reserves for any contemplated repair or replacement of Improvements for which the Association is responsible. If such reserves are depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget or the next regular annual assessment shall provide for the re-establishment of such reserves as the Board decides are reasonably appropriate.

10.3 **Supplemental Assessments.** If the annual assessment proves inadequate to defray the operating expenses during any year, then the Board may adopt a supplemental budget or budgets and shall determine the amount of a supplemental assessment accordingly. The Board shall give all Owners written notice stating the amount of and reasons for any supplemental assessment. Such supplemental assessment shall become due on the date set by the Board. All Owners shall be obligated to pay any supplemental assessment.

10.4 **Special Assessments.** The Association may levy special assessments to defray, in whole or in part: costs of any construction, repair or replacement of any area in which maintenance is undertaken by the Association; and/or pursuant to Article 4 above. Any special assessment in excess of \$250 per acre per year shall require the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the votes cast at a meeting of the Association duly called for such purpose, unless the assessment is necessary to prevent imminent injury to any person or material injury to any property or to conform to applicable local, state or federal law, in which event the Board shall have the authority to levy such amount as it deems necessary.

10.5 **Owner's Share of Assessments.** Each Owner's share of any assessment shall be determined as follows:

$$OS = TA \times [OSA \text{ divided by } TSA]$$

where:

OS = an Owner's share of assessment;

TA = the total assessment;

OSA = the total acreage (including Easement areas and excluding publicly dedicated rights-of-way) of all Lots owned by that Owner; and

TSA = the total acreage (including Easement areas and excluding publicly dedicated rights-of-way) of all Lots which are subject to assessments owned by all Owners, including the Developer, exclusive of Common Area.

10.6 **Delinquent Assessment Payments**. An assessment will become delinquent if it has not been paid within thirty (30) days after it becomes due. Delinquent assessments shall bear annual interest at eighteen percent (18%), from the due date thereof to the date of payment, provided, however, that the interest rate shall not exceed the maximum rate permitted by law for business loans of that type.

10.7 **Use of Assessments**. The Association may use the assessments:

- (a) to improve, maintain, and restore the Easement areas and Common Elements;
- (b) for operating expenses of the Association incurred by the Committee, provided, however, that such funds shall not be used for compensation of any member serving on the Committee;
- (c) for operational expenses incurred by the Board including, but not limited to, management costs and professional fees for architects, engineers, accountants and attorneys;
- (d) to enforce the provisions of this Declaration;
- (e) to do any other thing necessary or desirable, in the opinion of the Board, to keep the Property neat and in good order, or which in the opinion of the Board may be of general benefit to the Owners or Occupants of the Property;
- (f) for any other costs incurred by the Association, including, without limitation, public liability or casualty insurance covering the Common Elements;
- (g) for any real estate or personal property taxes assessed against the Common Elements; or
- (h) to establish reasonable reserves for contingencies, replacements and any extraordinary expenditures.

10.8 **Lien**. The Association shall have a continuing lien upon each Lot to secure the payment of any assessment, plus interest, costs and reasonable attorneys' fees. If any Owner is delinquent in the payment of an assessment, the Board may enforce the payment of principal, interest and other costs and fees as a lien on the Owner's Lot and the Association may foreclose the lien against that Lot. The Association may, at its discretion, file certificates of nonpayment of assessments in the Official Records. Any such lien shall be secondary and inferior to any purchase money or construction mortgage or permanent first mortgage filed in the Official Records against that Lot prior to the date of filing any lien created hereunder.

10.9 **Financial Records**. The Board shall keep a full and correct accounting of the receipts and expenditures for costs incurred by the Association in connection with the Property,

itemizing expenses incurred. These records shall be available for inspection by an Owner or mortgagee of record, at any reasonable time during normal business hours as may be requested. Upon ten (10) days written notice to the Board and payment of a reasonable fee set by the Board, any Owner shall be furnished a statement of its account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner.

10.10 **Effect of Abandonment or Non-Use.** No Owner may waive or otherwise escape liability for any assessment by the abandonment of its Lot or by the non-use of any property which the Owner has a right to use under this Declaration.

ARTICLE 11 OTHER PROVISIONS

11.1 **Protective Covenants Run With Land.** The Protective Covenants created by this Declaration shall attach to and run with the Property and shall be binding on every Person which may hereafter come into ownership, occupancy or possession of any portion of the Property. By the registration or acceptance of the conveyance of a Lot or any interest or right therein (including fee or leasehold), the Person to which such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired such interest or right. The rights, liabilities and obligations set forth herein are direct, mutual and reciprocal among all Owners and their successors and assigns, shall attach to and run with the ownership of a Lot and may not be severed or alienated from such ownership.

11.2 **Violation of Declaration a Nuisance.** The result of every action or omission which violates a Protective Covenant is hereby declared to constitute a nuisance, and every remedy, public or private, available at law or in equity, against an Owner or Occupant shall be applicable against such nuisance and may be enforced by the Village, Association, the Board or any Owner.

11.3 **Remedies Cumulative: No Waiver.** All remedies provided in this Declaration or available at law or in equity are cumulative and not exclusive. The failure of the Association or any Owner to enforce any provision of this Declaration shall not be deemed to be a waiver of the right to do so at a later date or of the right to enforce any other provision.

11.4 **Creation of Additional Lots.** The Association reserves the right from time to time to resubdivide portions of the Property owned (either beneficially or of record) by it in order to create additional Lots and/or additional Common Area within the Property without the consent of any Owner. However, no Owner shall subdivide or resubdivide any Lot or part thereof without the Association's prior written approval.

11.5 **Agreements with Other Land Owners.** The Association or the Developer, on behalf of the Association, may enter into agreements with the owners of real estate in the vicinity of the Property (including other real estate owned by the Developer) for sharing responsibility, costs and decision-making authority for the maintenance and repair of any publicly dedicated right-of-way used now or in future by the Owners and the owners of other real estate. Any such agreement shall be in writing and recorded in the Official Records.

11.6 **Severability: Rule Against Perpetuities.** If any provision of this Declaration is held to be invalid by any court, the invalidity of that provision shall not affect the validity of the

remaining provisions of this Declaration. If any provision of this Declaration is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until this Declaration is terminated pursuant to Section 11.13 below or until the death of the last survivor of the now living descendants of Barack Obama, President of the United States, plus 21 years thereafter.

11.7 **Notice.** Each Owner shall file its correct mailing address with the Association and shall notify the Association promptly in writing of any subsequent change of address. The Association shall maintain a file of Owners' addresses and make it available to appropriate parties. A written or printed notice delivered in person or deposited in the United States Post Office, postage prepaid, and addressed to an Owner at the last address filed by the Owner with the Association shall be sufficient notice to the Owner wherever notices are required in this Declaration, and shall be deemed effective when delivered in person or three (3) days after mailing.

11.8 **Construction: Captions.** The provisions of this Declaration shall be liberally construed to effectuate its stated purposes. The captions contained in this Declaration are for convenience of reference only, and shall not affect the meaning, interpretation or construction of this Declaration.

11.9 **Developer's Duties and Liabilities Prior to Certain Events.** Until the Association is formed, the Developer shall exercise any and all of the powers, rights, duties and functions of the Association and the Board. After the Class B Membership is converted into a Class A membership pursuant to Section 9.3(b) hereof, the Developer (including its partners) shall no longer be liable under this Declaration except in its capacity as an Owner.

11.10 **Events Not Constituting a "Sale" by the Developer.** For purposes of Sections 8.1, 9.1, 9.3 and 9.6 hereof, the conveyance by the Developer of legal title to a portion of the Property to a different entity which shall hold legal title for the benefit of the Developer or in which the Developer is the sole general partner shall not constitute a sale.

11.11 **Amendments.** This Declaration may be amended, pursuant to the following:

(a) This Declaration may be amended by the Association by an affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the total number of votes held by all members eligible to vote at the time the vote is taken, provided however, that no amendment which would materially and adversely affect: (i) the manner in which any Owner's assessment is determined; (ii) any approvals or consents already given to any Owner or Occupant; or (iii) affect the right of any mortgage holder, shall be made without the consent of that Owner, Occupant or mortgage holder.

(b) Notwithstanding the above, the Developer hereby reserves the right to amend this Declaration without the consent of any other Owner: (i) at any time until the Owner has sold over eighty percent (80%) of the Property (exclusive of Common Area and publicly dedicated rights-of-way), provided said amendments do not materially and adversely affect any other Owner or Mortgagee of such Owner; or (ii) at any time prior to the formation of the Association.

(c) Notwithstanding the above, no amendment of this Declaration shall be effective without the written consent of the Village.

(d) Any amendment shall become effective upon recording in the Official Records.

11.12 **Assignment.** The Developer may assign in part or in whole any or all of its duties, rights, powers, privileges and reservations to any party as to all or any part of the Property. No assignment shall be effective unless in writing and signed by the Developer and the party accepting the assignment, and recorded in the Official Records. If the Developer ceases to exist or resigns and has not made an assignment, the Owners may appoint a successor to the Developer in an instrument signed by the Owners of at least sixty-six and two-thirds percent (66-2/3%) of the total acreage of the Property (excluding Common Area and publicly dedicated rights-of-way). The instrument shall be signed by the successor Developer and shall become effective upon recording in the Official Records. Upon any resignation of Developer or assignment by Developer to a third party, Developer shall no longer be liable under this Declaration except in its capacity as an Owner.

11.13 **Duration.** Subject to Section 11.6 above, this Declaration shall remain in effect until forty (40) years from the date of its recording in the Official Records, after which it shall be automatically extended for successive five (5) year periods unless terminated by the Owners by an instrument signed by the Owners of at least sixty-six and two-thirds percent (66-2/3%) of the total acreage of the Property (exclusive of Common Area and publicly dedicated rights-of-way) with the written approval of the Village and recorded in the Official Records.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

Legal description of the Property

PART OF THE SOUTH 1/2 OF SECTION 30 AND THE NORTH 1/2 OF SECTION 31, TOWN 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO THE SOUTHWEST CORNER OF SAID SECTION 30 AND THE NORTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 44 MINUTES EAST ALONG AND UPON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, 85.06 FEET AND TO THE POINT OF BEGINNING OF THE PROPERTY TO BE HEREIN DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 44 MINUTES EAST ALONG AND UPON THE SOUTH LINE OF SAID SECTION 30, 1138.94 FEET AND TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 3 DEGREES 04 MINUTES WEST ALONG AND UPON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 (AS THE SAME WAS PREVIOUSLY DEFINED IN OLDER SURVEYS), 2636.8 FEET AND TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 (AS ESTABLISHED IN A 1950 SURVEY BY FORMER COUNTY SURVEYOR, H.S. SOUTHMAYD); THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS EAST ALONG AND UPON THE NORTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, 1331.1 FEET AND TO THE CENTER OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 59 MINUTES EAST ALONG AND UPON THE NORTH AND SOUTH 1/4 LINE THROUGH SAID SECTION 30, 880.0 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS EAST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 2650.0 FEET AND TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 24 MINUTES EAST ALONG AND UPON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 441.0 FEET AND TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 41 MINUTES 30 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 1322.75 FEET AND TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 43 MINUTES 30 SECONDS EAST ALONG AND UPON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 1323.0 FEET AND TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 3 DEGREES 08 MINUTES EAST ALONG AND UPON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 1340.0 FEET AND TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 36 MINUTES 30 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 1314.5 FEET AND TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 89 DEGREES 52 MINUTES 10 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, 1805.13 FEET; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31, 591.0 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 10 SECONDS WEST PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, 659.92 FEET AND TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY "94"; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST ALONG AND UPON SAID RIGHT-OF-WAY LINE, 285.56 FEET AND TO A JOG IN SAID LINE; THENCE SOUTH 87 DEGREES 54 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 20.00 FEET; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST ALONG AND UPON SAID RIGHT-OF-WAY LINE, 446.0 FEET AND TO THE POINT

OF BEGINNING. EXCEPTING THEREFROM THAT PART CONVEYED BY WARRANTY DEED DATED APRIL 7, 1988 AND RECORDED APRIL 8, 1988 IN VOLUME "1307" RECORDS, PAGE 97, DOCUMENT NUMBER 798506, AND THAT PART DESCRIBED IN AWARD OF DAMAGES DATED NOVEMBER 8, 2001 AND RECORDED ON DECEMBER 18, 2001 AS DOCUMENT NO. 1246280, LYING AND BEING IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWN 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION, N89°34'33"W 330.00 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE CONTINUE N89°34'33"W ALONG AND UPON THE SOUTH LINE OF SAID QUARTER SECTION, 515.78 FEET; THENCE N00°25'27"E 60.00 FEET AND TO THE NORTH RIGHT OF WAY LINE OF COUNTY TRUNK HIGHWAY "ML" (122ND STREET); THENCE N89°34'33"W ALONG AND UPON SAID RIGHT OF WAY LINE, 202.04 FEET AND TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE N70°58'17"W ALONG AND UPON SAID RIGHT OF WAY LINE, 273.56 FEET AND TO THE EAST RIGHT OF WAY LINE FOR THE FRONTAGE ROAD FOR INTERSTATE HIGHWAY I-94; THENCE N02°12'00"E ALONG AND UPON SAID EAST LINE, 1181.34 FEET AND TO THE NORTH LINE OF THE SOUTH HALF OF SAID QUARTER SECTION; THENCE S89°55'15"E ALONG AND UPON SAID NORTH LINE, 946.23 FEET; THENCE S03°13'20"E 1335.76 FEET AND TO THE POINT OF BEGINNING. AND SUBJECT TO A PUBLIC HIGHWAY OVER AND ACROSS THE MOST SOUTHERLY 33.00 FEET THEREOF.

PART OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 31, TOWN 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE AFORESAID NORTHEAST QUARTER SECTION; THENCE N89°36'18"E ALONG AND UPON THE SOUTH LINE OF SAID NORTHEAST QUARTER SECTION, 329.17 FEET; THENCE N03°09'52"W ALONG AND UPON A LINE OF IRON PIPES FOUND MARKED, 1338.13 FEET AND TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER SECTION; THENCE S89°30'59"W ALONG AND UPON SAID NORTH LINE, 324.88 FEET AND TO THE WEST LINE OF SAID QUARTER SECTION; THENCE S89°55'15"W ALONG AND UPON THE NORTH LINE OF THE SOUTH HALF OF THE AFORESAID NORTHWEST QUARTER SECTION, 335.50 FEET; THENCE S03°13'20"E 1335.76 FEET AND TO THE SOUTH LINE OF THE SAID NORTHWEST QUARTER SECTION; THENCE S89°34'33"E ALONG AND UPON SAID SOUTH LINE, 330.00 FEET AND TO THE POINT OF BEGINNING. AND SUBJECT TO A PUBLIC HIGHWAY OVER AND ACROSS THE MOST SOUTHERLY 33.00 FEET THEREOF.

EXHIBIT B

Lighting Requirements

**SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT
AND
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is made and entered into as of the _____ day of September, 2018, by and between **HARIBO OF AMERICA MANUFACTURING, LLC**, a Delaware limited liability company (“Buyer”), and **THE VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation (“Seller”).

WHEREAS, Buyer and Seller executed that certain Purchase and Sale Agreement with an Effective Date of December 20, 2017 as amended by that certain First Amendment to Purchase and Sale Agreement dated April 16, 2018 (the “Purchase Agreement”) regarding the property in the Village of Pleasant Prairie, Wisconsin as more particularly described in the Purchase Agreement (the “Property”); and

WHEREAS, Buyer and Seller executed that certain Development Agreement dated as of May 14, 2018 (the “Development Agreement”) regarding the Development of the Property (the Purchase Agreement and the Development Agreement collectively referred to as the “Agreements”); and

WHEREAS, the parties desire to amend the Agreements to extend certain dates set forth in the Agreements:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Agreements are hereby amended, effective as of the date hereof, as follows:

1. In Section IV.I of the Development Agreement, the date “April 1, 2019” is hereby changed to “July 1, 2019.”
2. In Section 16(a) of the Purchase Agreement, the date “December 31, 2020” is hereby changed to “March 31, 2021.”
3. In Section 16(c) of the Purchase Agreement, the date “December 31, 2020” is hereby changed to “March 31, 2021” and the date “February 15, 2021” is hereby changed to “May 15, 2021.”
4. In Sections 18(a) and 18(b) of the Purchase Agreement, the dates “December 31, 2020” are hereby changed to “March 31, 2021.”
5. Except as specifically modified or amended herein, all other terms and conditions of the Agreements shall remain in full force and effect and are hereby ratified and confirmed.

6. In the event of a conflict between the terms and conditions of the Agreements and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

7. This Amendment shall bind the parties hereto and their respective successors and assigns.

8. This Amendment may be executed in a number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

9. This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

10. Terms used herein and not otherwise defined herein shall have the same meanings as provided in the Agreements.

11. Each of the parties hereto warrants and represents to the other that all proceedings of such party necessary to consummate the transactions contemplated by this Amendment have been duly taken in accordance with all requirements, and that all persons executing this Amendment on behalf of such party have been duly authorized to do so.

12. This Amendment shall be modified only by a writing signed by both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

BUYER:

**HARIBO OF AMERICA
MANUFACTURING, LLC**

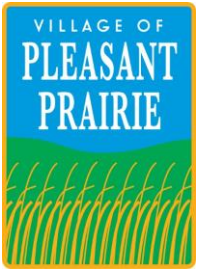
By: _____
Print Name: _____
Title: _____

SELLER:

VILLAGE OF PLEASANT PRAIRIE

By: _____
John P. Steinbrink, President

By: _____
Jane C. Snell, Clerk



Office of the Village Administrator
Nathan R. Thiel

EMAIL

October 15, 2018

Wisconsin Department of Transportation
c/o Scott Dellenbach, Real Estate Consultant,
141 N.W. Barstow Street
Waukesha, WI 53187

RE: STH 165/CTH ML

Mr. Dellenbach:

The Village is interested in purchasing Parcel Number 92-4-122-234-0300 (4420 104th Street) in the amount of \$26,500 pursuant to the DOT appraisal and discussions/correspondence with Village staff. The Village requests this purchase includes the roundabout and detention basin directly south and east of this parcel as displayed in the Lockly Valuation Services, LLC Appraisal Report dated April 15, 2018. The Village will continue to maintain the detention basin and roundabout circle.

If you have any questions, please feel free to contact me at 262-925-6721.

Sincerely,

Nathan Thiel,
Village Administrator



Lockly Valuation Services, LLC

Real Estate Valuation and Consultation

Appraisal Report of a 1.650-acre “Limited Marketable” Surplus Parcel

Project ID: 3738-00-20, Parcel 1

4420 104th Street, Village of Pleasant Prairie, Kenosha County



The above exhibit is not to scale and is only provided to approximate the location of the pertinent boundaries

— Surplus Parcel — Abutting Parcel

Property Owner:

Wisconsin Department of Transportation

Prepared For:

Wisconsin Department of Transportation - c/o Scott Dellenbach
141 N.W. Barstow Street, Waukesha, WI 53187

Prepared By:

LOCKLY VALUATION SERVICES, LLC

Date of Value: March 28, 2018

Date of Report: April 15, 2018

“Price is what you pay, value is what you get”



Lockly Valuation Services, LLC

Real Estate Valuation and Consultation

Wisconsin Department of Transportation
c/o Scott Dellenbach
141 N.W. Barstow Street, Waukesha, WI 53187

RE: Property Owner(s): Wisconsin Department of Transportation
Property Tax Key # 92-4-122-234-0300
Property Description: 1.650-acre "Limited Marketable" Surplus Parcel
Property Location: 4420 104th Street, Village of Pleasant Prairie, Kenosha

Dear Mr. Dellenbach:

Pursuant to our contract, Lockly Valuation Services, LLC has prepared an appraisal report of the above referenced property ("subject").

The Surplus Parcel is owned by the Wisconsin Department of Transportation (WisDOT) and is part of the public roadway network constructed decades earlier. This remnant parcel has been identified as "surplus land" per Wisconsin Statutes 84.09(8)(a):

"surplus land" - Land under the jurisdiction of the WisDOT which is unused and not needed for department operations or included in the department's plan for construction or development. This could include land that is acquired with a parcel needed for a highway, or land that at one time was acquired for a highway purpose but through an appropriate analysis was rendered surplus. Surplus land is typically available for sale or other disposal.

The purpose of this appraisal is to estimate a "price" to assist WisDOT in future sale negotiations pursuant to Wisconsin Statutes 84.09(5), which governs all public or private sales of surplus properties.

*"price" - The amount asked, offered, or paid for a property. Once stated, price is a fact, whether it is publicly disclosed or retained in private. Because of the financial capabilities, motivations, or special interests of a given buyer or seller, **the price paid for a property may or may not have any relation to the value** that might be ascribed to that property by others. (USPAP, 2010-2011 ed.)*

This surplus parcel contains a total of 1.650-acres located at 4420 104th Street, Village of Pleasant Prairie, Kenosha, County. Because this surplus parcel is not permitted to have direct access to its frontage road, the site is landlocked and therefore undevelopable as a "Separate Entity".

As a landlocked parcel, any potential development would require that this site be assembled with an abutting property that has legal direct public road access. Because this surplus parcel has "two or more" abutting parcels to which it could be assembled, the surplus parcel is categorized by WisDOT as a remnant tract that is considered a "Limited Marketable" Surplus Parcel.

Limited marketable surplus - *Parcels of land lacking those characteristics, necessary for independent development. These parcels may have a potential for assemblage with two or more abutting properties. Values identified for limited marketable surplus property are defined as contributory value.*

This real estate appraisal is prepared in conformity with and is subject to the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice (“USPAP”) adopted by the Appraisal Standards Board of the Appraisal Foundation as well as Section 32.09 of the Wisconsin Statutes. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

Given that the Surplus Parcel has limited marketability, the contributory value of the site is not intended to be an estimate of its market value, but rather to serve as an estimate of the market derived asking price. The concluded asking price is to be used in future negotiations for the disposition via private sale.

This appraisal is based on the hypothetical condition that the 1.650-acre “Surplus Parcel” will be assembled with the 4.190-acre “Abutting Parcel” to the east, as part of a larger residential site. Therefore, for the purpose of this analysis, the “Assembled Parcel” is assumed to contain a total of 5.840-acres

As discussed later in this report, we have determined that the highest and best use of the limited marketable surplus parcel is for assemblage with an abutting property. When assemblage is determined to be the highest and best use, the value of the surplus parcel is determined by its contributory value to the "Assembled Parcel". The contributory value is derived as follows:

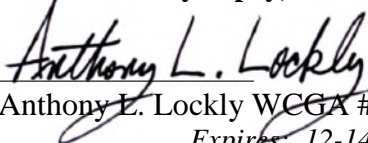
	Value of Assembled Parcel:	\$114,500
-	Value of Abutting Parcel:	\$88,000
=	Contributory Value of Limited Marketable Surplus Parcel:	\$26,500

Based on our inspection, analysis of pertinent market data and the attached assumptions and limiting conditions of this report, the market derived asking price conclusion as of March 28, 2018 is:

\$26,500

If questions arise concerning this appraisal, please do not hesitate to call. Thank you for using the services of our firm.

Respectfully submitted,
LOCKLY VALUATION SERVICES, LLC
“Price is what you pay, value is what you get”


Anthony L. Lockly WCGA # 375
Expires: 12-14-19

Signed: April 15, 2018

TABLE OF CONTENTS

Title Page
Transmittal Letter

SECTION I: INTRODUCTION

Summary of Salient Facts and Conclusions 1
Certificate of Appraiser..... 4
Identification of the Subject Property 5
Purpose of the Appraisal 6
Intended Use and Users of the Appraisal..... 6
Type of Appraisal Report..... 6
Definitions..... 6
Extraordinary Assumptions and Hypothetical Conditions..... 7
Effective Date of Value & Inspection Date 8
Scope of the Appraisal 8
Statement of Ownership and Subject History 9

SECTION II: DESCRIPTION

Site Descriptions of the Abutting Parcel and the Limited Marketable Surplus Parcel 10
Subject Photographs: Aerial and Street-Views 12
Assessment Data 14
Zoning 15

SECTION III: VALUATION ANALYSIS

Highest and Best Use 16
Valuation Process..... 18
Asking Price for Assembled Parcel..... 20
Comparable Sales Map and Data Sheets for Assembled Parcel 21
Comparable Sales Adjustment Grid – Assembled Parcel 26
Valuation Analysis for Assembled Parcel..... 29
Comparable Sales Map and Data Sheets for Abutting Parcel..... 32
Comparable Sales Adjustment Grid – Abutting Parcel..... 36
Valuation Analysis for Abutting Parcel 39
Contributory Value of Limited Marketable Surplus Parcel 40

SECTION IV: ADDENDA

Transportation Project Plot 42
Legal Description..... 43
Appraisal Order Request – Surplus Parcel..... 44
Terms and Definitions for Basic Principles of Value 45
Terms and Definitions for Surplus Land Appraisals..... 48
Qualifications of Appraisers 54
Assumptions, Limiting Conditions and Contingencies..... 56

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

WisDOT Project ID(s)/ Parcel #(s):	3738-00-20, Parcel 1
Client:	Wisconsin Department of Transportation (WisDOT) c/o Scott Dellenbach, (414) 870-8820
Date of Value and Inspection(s):	March 28, 2018
Subject Property Marketability:	Limited Marketable
Tax Key #(s):	
Abutting Parcel:	92-4-122-234-0105
Limited Market Surplus Parcels:	92-4-122-234-0300
Property Owner(s):	
Abutting Parcel:	Nicholas Mitcheff
Limited Marketable Surplus Parcel:	Wisconsin Department of Transportation (WisDOT) Denise Waheed, Real Estate Specialist (262) 521-5355
Property Location:	
Abutting Parcel:	4300 Springbrook Road, Village of Pleasant Prairie, Kenosha
Limited Marketable Surplus Parcel:	4420 104th Street, Village of Pleasant Prairie, Kenosha County
Parcel Sizes:	<u>Acreage</u>
Abutting Parcel:	4.190
Limited Market Surplus Parcel:	<u>1.650</u>
Assembled Parcel:	5.840
Shape:	
Abutting Parcel:	Irregular
Limited Market Surplus Parcel:	Irregular
Street Frontage:	Measurements reported or estimated per Kenosha County GIS
Abutting Parcel:	±599.91-feet along CTH ML, on the south
Limited Market Surplus Parcel:	±517.395-feet along CTH ML, on the south
Topography:	
Abutting Parcel:	Slightly downward sloping from 700'-msl (mean sea level) at the CTH ML road edge; to 695'-msl at the site's northern and eastern boundaries.
Limited Market Surplus Parcel:	Downward sloping from 720'-msl (mean sea level) at the CTH ML road edge; to 715'-msl in the site's mid-section; to 710'-msl along the north boundary and a low of 700'-msl along the east boundary.
Site Visibility	
Abutting Parcel:	This parcel has unobstructed visibility from CTH ML, on the south.
Limited Market Surplus Parcel:	This parcel has unobstructed visibility from CTH ML, on the south.

Site Access:

Abutting Parcel: This site has a single driveway access point from CTH ML, on the south.
Limited Market Surplus Parcel: This parcel does not have any legal driveway access points on its CTH ML frontage.

Present Use:

Abutting Parcel: Platted residential site, fully improved with a single-family dwelling.
Limited Marketable Surplus Parcel: Vacant parcel that is part of the existing public road network.

Zoning District(s):

Abutting Parcel: C-2 Upland Resource Conservancy District
Limited Marketable Surplus Parcel: C-2 Upland Resource Conservancy District

Highest & Best Use as Vacant:

Abutting Parcel: Single-family residential development
Limited Marketable Surplus Parcel: Assemblage with abutting parcel for future residential development

Five Year Sales History:

Abutting Parcel: Research of the applicable public records and private data services revealed that the subject property is not under any current agreement or option to sell and is not offered for sale on the open market. Additionally, according to these sources, this property has not been transferred during the past five-year period prior to the date of valuation for this appraisal.
Limited Marketable Surplus Parcel: This parcel has been part of an existing roadway network for several years; therefore, it has not been transferred or actively marketed for sale within the past five years.

Hypothetical Conditions:

Abutting Parcel: The Abutting Parcel is improved with a single-family dwelling with a single permitted driveway access point on CTH ML.
For purposes of this analysis, I have assumed the hypothetical condition that the Abutting Parcel is vacant land that can be assembled with the Limited Marketable Surplus Parcel.
Limited Marketable Surplus Parcel: The Limited Marketable Surplus Parcel does not have any legal driveway access point. However, this appraisal is performed under the hypothetical condition that the Limited Marketable Surplus Parcel can be legally assembled with the Abutting Parcel to create a larger developable site with a legal driveway access point.

Extraordinary Assumptions:

Abutting Parcel: No extraordinary assumptions were made in this appraisal.
Limited Marketable Surplus Parcel: It is an extraordinary assumption of this appraisal that the surplus parcel contains a total of 1.650-acre, as reported by the client, WisDOT.

The valuation of the Limited Marketable Surplus Parcel is based upon its "Assemblage Value". When assemblage is determined to be the highest and best use, the value of the surplus parcel can be determined by its contributory value to the "Assembled Parcel". The contributory value of the Limited Marketable Surplus Parcel was derived as follows:

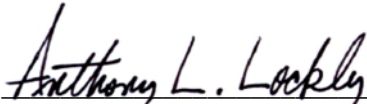
	Value of Assembled Parcel:	\$114,500
-	Value of Abutting Parcel:	\$88,000
=	Contributory Value of Limited Marketable Surplus Parcel:	\$26,500

CERTIFICATE OF APPRAISER

To the best of my knowledge and belief, the statements contained in this appraisal report are true and the information upon which the opinions expressed herein are based is correct, subject to the limiting conditions herein set forth:

- This report is being prepared for the sole purpose of establishing a value for surplus land(s) being disposed of, and owned, by the Wisconsin Department of Transportation (WisDOT).
- This appraisal report and the analyses, opinions and conclusions were developed, in conformity with appropriate Wisconsin statutes, regulations, policies and procedures applicable for eminent domain purposes. More specifically, this appraisal has been made in conformity with the *Wisconsin Real Estate Program Manual (REPM)* and the *Uniform Standards of Professional Appraisal Practice (USPAP)*, and the Relocation Assistance and Real Property Acquisition Policy Act of 1970.
- To the best of my knowledge, no portion of the value assigned to this property consists of items, which are non-compensable under Wisconsin laws.
- The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective personal interest in the subject property, and I have no personal interest or bias with respect to the parties involved with this assignment.
- Additionally, I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- Neither my compensation or my employment is contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stimulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
- Unless otherwise specified, no one provided significant real property appraisal assistance to me in making this report.
- The appraiser has the knowledge and experience to competently express this opinion of value.
- I have not revealed the findings and results of this appraisal to anyone other than the client and I will not do so until authorized, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

I viewed the property on March 28, 2018. Subsequently, I completed field inspections of the surrounding neighborhood and market area and all comparable sale properties relied upon in making conclusions in this appraisal. It is the conclusion of this appraisal that as of March 28, 2018 the contributory value for the "Limited Marketable" Surplus Parcel herein described is: \$26,500.



Anthony L. Lockly, WCGA # 375
Expires: 12-14-19

Signed: April 15, 2018

INTRODUCTION

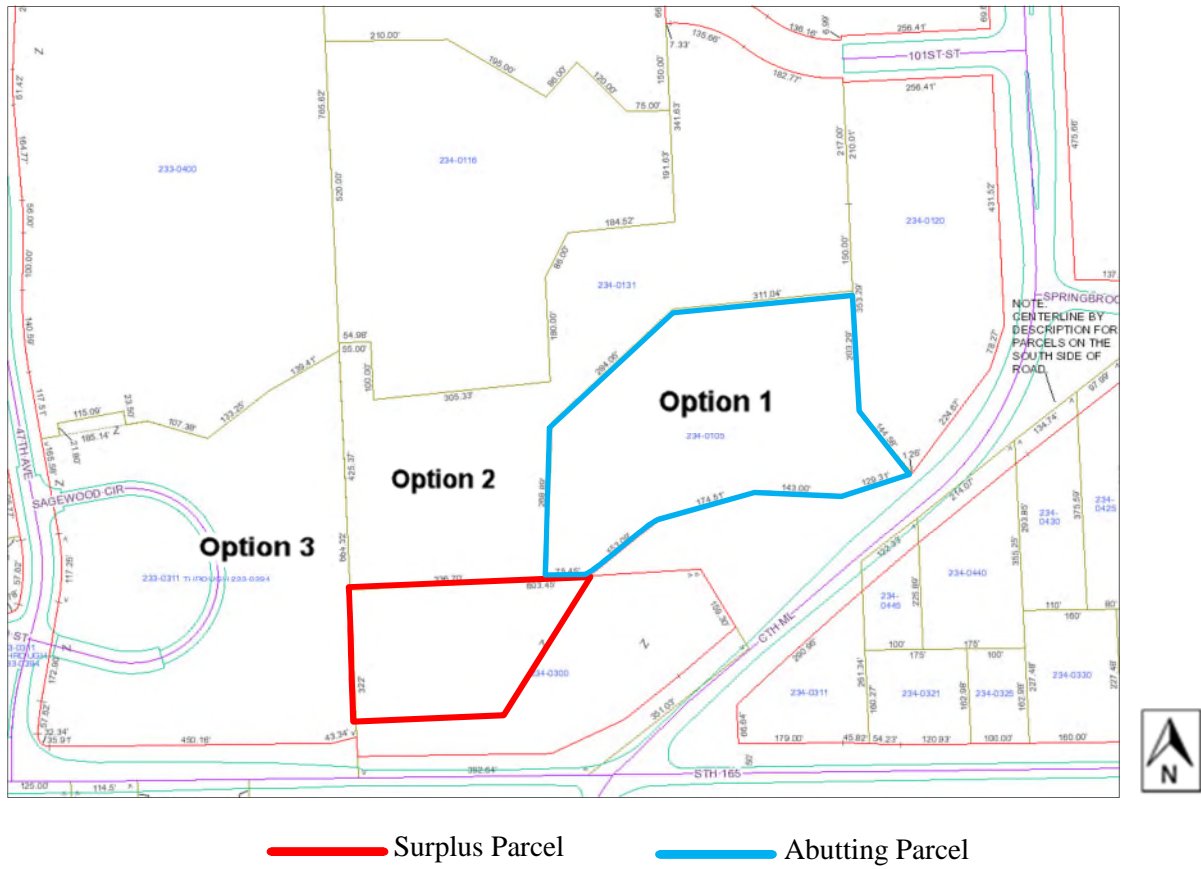
Identification of the Limited Marketable Surplus, Abutting and Assembled Parcels

The subject property consists of a vacant landlocked parcel located on the 4420 104th Street, Village of Pleasant Prairie, Kenosha County. The following table summarizes the identification of the Limited Marketable Surplus Parcel and the Abutting Parcels.

	Address	Tax key#	Acres
Limited Marketable Surplus Parcel	4420 104th Street	92-4-122-234-0300	1.650
Abutting Parcel	4300 Springbrook Road	92-4-122-234-0105	4.190
Assembled Parcel	4300 Springbrook Road	92-4-122-234-0105	5.840
	Address	Tax key#	Acres
Abutting Parcel Options			
Option 1	4300 Springbrook Road	92-4-122-234-0105	4.190
Option 2	4000 Block of Springbrook Road	92-4-122-234-0131	6.900
Option 3	4655 Sagewood Circle Condos	92-4-122-233-0311 to 0394	6.800

The following plat illustrates the spatial relationship between the Limited Marketable Surplus Parcel and the Abutting Parcels. Of the abutting parcels, Option 1 is a 4.190-acre site with frontage and an access driveway along CTH ML and is improved with a single-family residence. Option 2 is a 6.900-acre parcel that is currently landlocked and vacant. While Option 3 is a 6.800-acre site improved with a multi-tenant residence condominium with access and frontage on Sagewood Circle.

Based upon access and overall configuration, Option 1 was concluded to be the most probable site for assemblage with the subject property.



Purpose of the Appraisal

The purpose of this appraisal is to establish an asking price for surplus land(s) being disposed of, and owned, by WisDOT. This estimate is to be used to assist WisDOT in future negotiations for disposition. This report's analysis and conclusions are pursuant to *Wisconsin Statutes 84.09(5)*, which governs all public or private sales of surplus properties.

Intended Use of the Appraisal

Lockly Valuation Services, LLC has been engaged to conduct the appraisal of the subject Surplus Parcel. The findings and conclusions of this report are to be used to assist WisDOT in future negotiations for disposition. The intended use of the appraisal is pursuant to *Wisconsin Statutes 84.09(5)*, which governs all public or private sales of surplus properties.

Intended Users of the Appraisal

The intended users of our opinions of value and this report are the client and those directly involved in the negotiations concerning the subject property. Any party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser/client relationship. No third parties are authorized to rely upon this report without the express written permission of Lockly Valuation Services, LLC.

Type of Appraisal Report

This appraisal is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of USPAP. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop our opinion of value. Supporting documentation that is not provided within the report concerning the data, reasoning and analysis is retained in the appraisal work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in this report.

Definitions*

*The following terms and definitions were provided by the *Wisconsin Real Estate Program Manual* published by the Bureau of Technical Services-Real Estate (BTS-RE), Wisconsin Department of Transportation (WisDOT). Additional terms and definitions are presented in the addendum of this report.

Market Value

The *Dictionary of Real Estate Appraisal 6th Edition, published by the Appraisal Institute*, defines market value as "The cash price that a willing buyer and a willing seller would agree upon, given reasonable exposure of the property to the marketplace, full information as to the potential uses of the property, and no undue compulsion to act. This concept is only true when the value being achieved is for a Separate Entity."

Market value is further defined as the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Separate Entity Value

A surplus land parcel can qualify as a Separate Entity if it meets the highest and best use requirements to stand alone and be marketed as an economic unit of its own merit. It would have to meet the tests of legal permissibility, physical possibility, financial feasibility and maximum profitability.

Contributory value:

1. A type of value that reflects the amount a property or component of a property contributes to the value of the property as a whole. In the valuation of limited or non-marketable surplus property, the component of a property would be represented by the surplus property being valued.
2. The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. The reference to a change resulting from the addition of a property component is reflective of the before and after method of valuing surplus property utilizing a hypothetical condition whereby the surplus property is combined with an adjacent parcel. The reference to a change resulting from the deletion of a property component is reflective of the before and after concept of partial acquisitions.

Fee Simple Estate

The fee simple estate is valued. Fee simple estate is defined as follows: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.” [Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Fifth Edition, (Chicago: Appraisal Institute), 2010].

Surplus Land

Land under the jurisdiction of WisDOT that is determined to be unnecessary for any present or anticipated future transportation purpose. This can include land acquired in conjunction with a highway project (see Remnants) or land that was originally acquired for highway purposes, but after subsequent review and analysis is determined to be no longer necessary.

Limited Marketable Surplus

Parcels of land lacking those characteristics, necessary for independent development. These parcels may have a potential for assemblage with two or more abutting properties. Values identified for limited marketable surplus property are defined as contributory value. In this case, the subject property described herein is considered and analyzed as a “Limited Marketable Surplus Parcel valued as an Assemblage Value, which does not meet the test to qualify as a Market Value.

Extraordinary Assumptions

Extraordinary assumption is defined in *The Dictionary of Real Estate Appraisal*, Fifth Edition, 2010, published by the Appraisal Institute, as: “An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis.

An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.”

It is an extraordinary assumption of this appraisal, that the surplus parcel contains a total of 1.650-acre, as reported by the client, WisDOT.

Hypothetical Conditions

Hypothetical condition is defined in *The Dictionary of Real Estate Appraisal*, Fifth Edition, 2010, published by the Appraisal Institute, as: “That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.”

The subject property, a Limited Marketable Surplus Parcel, does not have any legal driveway access point. However, this appraisal is performed under the hypothetical condition that the parcel can be legally assembled with the abutting parcel to create a larger developable site with a legal driveway access point(s).

Effective Date of Value & Inspection Date

The effective date of value is concurrent with the date of the final inspection.

It is noted that the term “inspection” is not intended to convey a complete, exhaustive examination of the real estate. Such an inspection is best suited for an engineer, architect, or building inspector formally educated, trained and licensed in such matters. Rather, the term denotes that the individual viewing the real estate was at the subject property on the date and observed the general condition and quality of real estate at that time.

Scope of the Appraisal

This appraisal report is an Appraisal Report in accordance with Standards Rule 2-2 of the Uniform standards of Professional Appraisal Practice (USPAP). The intended use of the appraisal is pursuant to *Wisconsin Statutes 84.09(5)*, which governs all public or private sales of surplus properties.

The scope of this appraisal and report is to assemble, analyze, and report specific data regarding the subject property and market data which have an impact in regard to the valuation of the subject property. Specifically, the appraiser investigated the highest and best use of the underlying fee property; considering the contribution and compatibility of all partial rights and uses, conditions affecting the marketability of the property, and conditions affecting the valuation approaches. Current appraisal techniques were reviewed and applied in the valuation process.

The scope is considered sufficient to provide a reliable value estimate for the subject property. However, the complex nature of the investigative process may leave other comparable sales which may be more recent or more similar but which were not discovered, and which were, therefore, not included in the report. No data which was discovered and which was thought to be highly relevant to the value conclusion was omitted from this report. An attempt has been made to confirm each comparable sale with a party involved or closely familiar with the transaction. However, property owners do not always wish to discuss specific information or all aspects of a particular transaction. Recorded public information and other resources are also relied upon in analyzing the comparable sales. The sale sheets for each comparable sale details the data collection and verification of each particular sale.

Basic property data has been gathered from a variety of sources including the client, property owner, court documents, public records, market research, and the personal files of the appraiser. A summary of the scope of work is presented below.

- To analyze the physical and functional aspects of the subject property, an on-site inspection was conducted to determine the physical characteristics of the surplus land areas. To facilitate the inspection, detailed aerial photographs and engineering drawings were reviewed.
- To value the underlying land parcel an extensive search for comparable property sales and listings data was performed. Our research included a review of several comprehensive sale databases, interviews with numerous local professionals involved in the marketing and development of real estate similar to the subject property, and interviews with local assessment offices. The search criteria for comparable properties were restricted to sites that had similar locational, physical and functional characteristics.
- This appraisal report and the analyses, opinions and conclusions were developed, in conformity with appropriate Wisconsin statutes, regulations, policies and procedures applicable for eminent domain purposes. More specifically, this appraisal has been made in conformity with the *Wisconsin Statutes 84.09(5)*, which governs all public or private sales of surplus properties, *Wisconsin Real Estate Program Manual (REPM)* and the *Uniform Standards of Professional Appraisal Practice (USPAP)*.

Jurisdictional Exception

This appraisal report has been completed in compliance with the policies and procedures promulgated under the Federal Highway Administration, the Wisconsin Department of Transportation (WisDOT), the Uniform Relocation and Real Property Acquisitions Policies Act of 1970, as amended; 49 Code of Federal Regulations (CFR) Part 24.103 and Wisconsin Statute 32.09.

Additionally, this appraisal was also completed under the jurisdictional exception rule of the Uniform Standards of Professional Appraisal Practice (USPAP). As requested by WisDOT, this appraisal has been transmitted as a *Standard Format Surplus Parcel* appraisal report. This format has been approved by and follows the guidelines set by the Wisconsin Department of Transportation *Real Estate Program Manual*. The appraisal report is presented as a summary of the appraiser's findings. This format is more concise than other report formats but is considered appropriate for estimating and reporting the estimate market value for a surplus land parcel.

The valuation analysis of the subject property has given consideration to all three approaches to value; the sales comparison approach, the cost approach, and the income capitalization approach. In this instance, the sales comparison approach is the only approach applicable to the subject property. The cost approach is considered, but not applied because the subject property is a vacant tract of land. The income capitalization approach is considered, but not applied because it was not deemed applicable to property similar to the subject.

Statement of Ownership and Subject History

Per public records, the subject property, a Limited Marketable Surplus Parcel, is owned by WisDOT and was around 2004 as part of STH 165 project. Because of the acquisition, the subject property is part of the existing public roadway network.

Research of the applicable public records and private data services revealed that the subject property is not under any current agreement or option and is not offered for sale on the open market. Additionally, according to these sources, the subject property has not been transferred during the past five-year period prior to the date of valuation for this appraisal.

As for the "Abutting Parcel", research of real estate title documents did not reveal any recorded open-market, arms-length transfers of fee ownership within the five-year period prior to this date of valuation.

SITE DESCRIPTION of ABUTTING PARCEL and LIMITED MARKETABLE SURPLUS PARCEL

The following descriptions of the *Abutting Parcel* and the *Limited Market Surplus Parcel* are based on personal site inspections in conjunction with the presented documents and discussions with representatives of WisDOT, municipal zoning and assessment officials. Following the narrative descriptions are aerial photographs with graphics highlighting the approximate location of the pertinent property boundaries and a series of street-view photographs.

Property Location:

Abutting Parcel: 4300 Springbrook Road, Village of Pleasant Prairie, Kenosha
Limited Market Surplus Parcel: 4420 104th Street, Village of Pleasant Prairie, Kenosha

Tax Parcel #(s):

Abutting Parcel: 92-4-122-234-0105
Limited Market Surplus Parcel: 92-4-122-234-0300

Parcel Sizes:

	<u>Acreage</u>
Abutting Parcel:	4.190
Limited Market Surplus Parcel:	<u>1.650</u>
Assembled Parcel:	5.840

Shape:

Abutting Parcel: Irregular
Limited Market Surplus Parcel: Irregular

Street Frontage:

Abutting Parcel: Measurements reported or estimated per Kenosha County GIS
±599.91-feet along CTH ML, on the south
Limited Market Surplus Parcel: ±517.395-feet along CTH ML, on the south

Topography:

Abutting Parcel: Slightly downward sloping from 700'-msl (mean sea level) at the CTH ML road edge; to 695'-msl at the site's northern and eastern boundaries.
Limited Market Surplus Parcel: Downward sloping from 720'-msl (mean sea level) at the CTH ML road edge; to 715'-msl in the site's mid-section; to 710'-msl along the north boundary and a low of 700'-msl along the east boundary.

Site Visibility

Abutting Parcel: This parcel has unobstructed visibility from CTH ML, on the south.
Limited Market Surplus Parcel: This parcel has unobstructed visibility from CTH ML, on the south.

Site Access:

Abutting Parcel: This site has a single driveway access point from CTH ML, on the south.
Limited Market Surplus Parcel: This parcel does not have any legal driveway access points on its CTH ML frontage.

Present Use:

Abutting Parcel: Platted residential site, fully improved with a single-family dwelling.
Limited Market Surplus Parcel: Vacant tract that is part of the existing public roadway network.

Zoning District:

Abutting Parcel:

C-2 Upland Resource Conservancy District

Limited Marketable Surplus Parcel

C-2 Upland Resource Conservancy District

Highest & Best Use as Vacant:

Abutting Parcel:

Single-family residential development

Limited Market Surplus Parcel:

Assemblage with abutting parcel for future residential development

Wetlands:

Abutting Parcel:

According to the Wisconsin Wetland Inventory:

None of this site is designated wetlands.

Limited Market Surplus Parcel:

None of this site is designated wetlands.

Flood Zone:

According to FEMA Floodplain Insurance Rate Map, Community Panel Number 55059C0213D, dated 06/19/2012:

Abutting Parcel:

None of this site is designated flood zone.

Limited Market Surplus Parcel:

None of this site is designated flood zone.

Existing Easements:

Only typical easements for utilities and other infrastructure amenities were noted. The easements do not appear to adversely impact either parcel's overall utility.

Utilities:

Both parcels have access to municipal sanitary sewer and water utilities.

Environmental Hazards:

Lockly Valuation Services, LLC is not an environmental consulting firm, and is not qualified to test for hazardous substances or environmental conditions. Any observations presented in this section are for discussion purposes only. It is recommended that any parties with an interest in the property contract with a consulting firm qualified to conduct the necessary studies to ensure that these issues are properly addressed. It is assumed that there are no issues of an environmental nature that would have a negative effect on the value of the subject.

AERIAL PHOTOGRAPH of ABUTTING and LIMITED MARKETABLE SURPLUS PARCEL

Provided by Google Maps



The above exhibit is not to scale and is only provided to approximate the location of the pertinent boundaries

→ Photo # and Direction



— Surplus Parcel — Abutting Parcel

SUBJECT PHOTOGRAPHS

Taken by Anthony Lockly of Lockly Valuation Services



(1) View north from STH 165 along the Surplus Parcel's west boundary (2) View east along STH 165 from near the Surplus Parcel's west boundary



(3) View west along STH 165 from near the Surplus Parcel's west boundary (4) View northeast from the intersection of STH 165 & CTH ML



(5) View of the subject property looking northwest from near the intersection of STH 165 & CTH ML (6) View of the subject property looking northeast along CTH ML

SUBJECT PHOTOGRAPHS

Taken by Anthony Lockly of Lockly Valuation Services



(7) View of the subject property looking west from CTH ML



(8) View south from mid-section of the subject property



(9) View south from the site's northern property boundary along the subject property's west boundary



(10) View of the storm water detention pond west of the subject property



(11) View west at the Abutting Parcel along CTH ML



(12) View west at the Abutting Parcel along CTH ML

ASSESSMENT DATA

The municipal assessor's office is responsible for the valuation of all real and personal property located within the municipality for tax purposes. The Assessor's office does not set the tax rate nor raise taxes to cover municipal budgets. The valuation process operates independently of the budget and tax process. The assessment procedure is governed by Chapter 70 of the Wisconsin State Statutes and the Wisconsin Property Assessment Manual.

The assessed value is the value placed on each parcel of real property by the local assessor. State law provides that all non-agricultural assessments must be based upon the market value of property as of January 1 of each calendar year. State law recognizes that every municipality cannot be assessed exactly at market value each year; therefore, the law allows each municipality to be within 10% of market value at least once in every 5-year period, provided there is equity between the taxpayers of the municipality. Failure to comply with this requirement would result in a State ordered reassessment paid for by the local government.

Because assessors in different taxing districts value property at different percentages of market value, it is necessary for the Department of Revenue to convert the assessed values, by taxing jurisdiction, to a uniform level. These uniform values are called equalized values because all the various local levels of assessment have been equalized and all non-agricultural property has been valued on an equal basis, namely 100% of market value.

The assessed value is important for maintaining equity among individual taxpayers within the municipality while the equalized value maintains equity between municipalities and counties. In summary, equalized values are used to distribute the state levy among the counties and among the municipalities within each county. The assessed values are used to distribute the municipality's tax burden among the individual property owners by determining how much of the property tax will be charged to each property owner.

The subject property is located in the taxing jurisdiction of the Village of Pleasant Prairie, Kenosha County, Wisconsin. The village contracts with Rocco Vita of Assessing Consortium to perform the periodic assessment functions.

The 2017 assessment ratio is 96.17% and the net tax rate is \$19.96 per \$1,000. However, because the Limited Market Surplus Parcel is owned by the Wisconsin Department of Transportation, it is exempt from local property taxes and therefore has no recorded assessed value.

ZONING

The zoning code is recorded under *Article XVI of Chapter 420* of the Village of Pleasant Prairie, Zoning Ordinance. Per the excerpt from the Village of Pleasant Prairie, Kenosha County zoning map illustrated below, the subject is in the village’s C-2 Upland Resource Conservancy District. Per Section 420-129, the C-2 district is intended to preserve, protect, enhance and restore all significant woodlands, areas of rough topography, and related scenic areas. Regulation of these areas will serve to control erosion and sedimentation and will promote and maintain the natural beauty of the Village of Pleasant Prairie.



The Principal uses under the C-2 District allows uses for agricultural, hunting and fishing, forest and game management, park and recreation, and single-family dwellings.

The following table summarizes the bulk requirements under the C-2 Urban Single-Family Residential District code.

Category	Dimensions
Minimum Lot Size	5 acres
Minimum Lot Width	300 feet
Building Height (Maximum)	35 feet
Building Setbacks (Minimum)	
Front Yard	65 feet
Side yard	25 feet
Rear yard	50 feet

Separately, neither the Abutting Parcel (4.190-acres) nor the Limited Market Surplus Parcel (1.650-acres) has adequate acreage to meet the village’s current bulk requirements (5-acre minimum) for a single-family residential development.

HIGHEST AND BEST USE

This appraisal is based on the *hypothetical condition* that the 1.650-acre “Limited Marketable” Surplus Parcel will be assembled with the 4.190-acre, Abutting Parcel to the east as part of a larger redevelopment site. Therefore, for this analysis, the Assembled Parcel is assumed to contain a total of 5.840-acres.

The highest and best use analysis helps to determine what effect basic economic principles have on determining the most profitable use of the property. The Dictionary of Real Estate Appraisal defines highest and best use as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.¹

As indicated by the above definition, the highest and best use of any parcel of land relates to the needs or demands of its potential users. The highest and best use is the principal consideration in determining what the maximum desirable potential of the property is or could be. A site’s historical use may not reflect the future potential of the property, but can act as an aid in analyzing trends and thus help in determining future uses. Determination of the potential or future benefits from property ownership is the objective of most appraisal assignments. After the highest and best use of the property has been determined, comparable land sales data providing support for the valuation can be reconciled to provide the basis for a logical market value conclusion.

The highest and best use analysis is usually divided into two sections. The first section deals with the highest and best use of the site as though vacant. The assumption is made in this section that the site is vacant or can be made vacant by demolishing any existing improvements. Therefore, this portion of the analysis concentrates solely upon the land, ignoring for the most part the manner in which it is currently improved. The objective of this section is to determine how the land should be used if in fact it were vacant, specifying the type and characteristics of the improvements that would be constructed and the timing of their development.

The second section of the highest and best use analysis, if applicable, deals with the highest and best use of the property as improved. The intent of this analysis is to identify the use of the property that will result in the highest overall return as of the date of the opinion.

Highest and Best Use as Vacant - Abutting Parcel and Assembled Parcel

Physically Possible

Generally, the physical attributes of a site (i.e. location, orientation, size, shape, topography and availability of utility services) may combine to constrain a parcel’s development options.

Abutting Parcel - The abutting parcel is an interior lot, located along the north side of CTH ML, just north of the STH 165 intersection. At 4.190-acres, this parcel falls just short of the zoning code’s current minimum lot size requirement of 5-acres needed to support residential development. This site has a generally level topography, which does not require excessive costs for preparation for typical development options. Finally, this parcel does have access to municipal sanitary sewer and water services, therefore the site’s development alternatives are not restricted by service utilities.

Limited Market Surplus Parcel - The limited market surplus parcel is an interior lot, located on the northwest quadrant of the CTH ML and STH 165 round-about intersection. At 1.650-acres, this surplus parcel falls well short of the zoning code’s current minimum lot size requirement of 5-acres needed to support residential development.

This site downward sloping topography is not steep enough to require excessive costs for preparation for typical development options. Finally, while this parcel has extensive frontage along both CTH ML and STH 165, it does not have a permitted driveway access point on either road and is therefore rendered landlocked.

¹The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute, 2002, Page 135.

Legally Permissible

To determine the legally permissible uses of the land, the zoning codes, private restrictions, environmental regulations and long-term leases are all considered in this analysis because they may preclude some possible Highest and Best Uses of the property.

Both the Abutting and Limited Market Surplus Parcel are zoned C-2 Upland Resource Conservancy District. At 4.190 and 1.650-acres, respectively, both parcels fall short of the zoning code's current minimum lot size requirement of 5-acres needed to support residential development.

To the appraiser's knowledge, neither of these parcels is subject to private restrictions, environmental regulations or long-term leases that would materially impact the use and development of the respective site.

The Abutting Parcel has a permitted driveway access point along its frontage on CTH ML and is legally developable. Alternatively, the Limited Market Surplus Parcel does not have any permitted driveway access points along either of its frontage roads.

Financially Feasible and Maximally Productive

Financial feasibility is largely a function of supply and demand factors and land use conformity within a competitive market area. Consequently, neighboring land uses and development trends can have a significant influence on the highest and best use of any given parcel.

Based on the foregoing considerations, the maximally productive and highest and best use of the Limited Market Surplus Parcel is for assemblage and development for residential use.

VALUATION PROCESS

The valuation process involves the gathering and systemic analysis of the market data needed to develop a supportable opinion of value for the subject property. The resulting value is based upon the highest and best use of the subject property, on the effective date of valuation. There are three basic approaches to estimating value: the sales comparison approach, the cost approach, and the income approach. While all three approaches are to be considered in the analysis, the type of property being valued, the overall market environment, and the availability of suitable data are all factors in determining the reliability of the approaches developed. The conclusions reached in each of the applicable approaches developed are then reconciled to derive a correlated value conclusion.

Cost Approach

The cost approach is based on the economic principle of substitution, where an informed buyer would not pay more for the subject property than it would cost to build a similar replacement property, provided it could be replaced without costly delay. The cost approach is generally most applicable when the property being appraised is relatively new and does not suffer from significant accrued physical and economic depreciation. With older properties it becomes more difficult to accurately estimate the accrued depreciation of the improvements making the cost approach less reliable.

This approach entails the preparation of a replacement or reproduction cost estimate of the subject property improvements new (maintaining comparable quality and utility) and the subtraction of losses in value sustained through age, wear and tear, functionally obsolete features, and economic factors affecting the property.

The value of the land as if vacant and ready to be developed to its Highest and Best use, is derived based on comparable sales approach of similar type properties. Finally, the derived land value is then added to the estimated depreciated cost of the improvements to arrive at a total value estimate.

Income Approach

The income approach is based on the economic principle of anticipation, where an informed buyer would not pay more for the subject property than the present value of the anticipated future benefits of owning the property. The income approach derives a value indication for an income producing property by converting its anticipated cash flow and reversion into a property value.

Based on comparable property sales and rental information, estimates are made for each of the following; the market rent which the subject property could generate, the level of occupancy the property could obtain, the amount of expenses needed to operate and the rate of return on investment the property could command.

The income approach requires an estimate of net income, an analysis of all expense items, the selection of a capitalization rate, and the processing of the net income stream into a value estimate. This approach is based on the theory that the value of property tends to be set by the expected net income to the owner. It is, in effect, the capitalization of expected future income into present worth. Generally, the income approach is most applicable to properties that are considered income producing or investment type properties.

It must be noted that based on the Wisconsin Supreme Court decision in *Leathem Smith Lodge, Inc. vs. State of Wisconsin*, the income approach is considered inapplicable for eminent domain valuations, if sufficient comparable sales data is available to derive a reasonable determination of market value.

Sales Comparison

The sales comparison approach is based on the economic principle of substitution, where it is assumed that an informed buyer would not pay more for the subject property than one would for a competing property with similar characteristics. In this regard, the sales comparison approach simulates the thinking of a typical buyer of real estate.

The sales comparison approach compares similar properties that have recently sold, or that are currently offered for sale, with the subject property. As of the effective date of the appraisal, the comparable properties included in the

analysis are considered the best indicators of value for the subject property. However, given that no two properties are identical, the measurable differences between the comparable's and the subject property are accounted for with adjustments to the recorded sale prices. The adjustment process is designed to yield a reasoned range of indicated values for the subject property.

The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two. Generally, adjustments are most credible when there is sufficient empirical market data to perform a paired sales or statistical analysis that yields a reasonable degree of confidence. However, even in the absence of sufficient empirical market data supportable adjustments can still be derived using reasoned judgment and anecdotal evidence gathered from engaged market participants.

One of the main requisites, therefore, is that sufficient transactions of comparable properties be available to provide an accurate indicator of value and that accurate information regarding price, terms, property description, and use be obtained through interviews and observations.

Selection of Appropriate Valuation Approaches

The valuation analysis of the subject property has given consideration to all three approaches to value; the cost approach, the income capitalization approach and the sales comparison approach. Because the subject property is a vacant parcel with a highest and best use for a single-family residential development, neither the cost nor the income capitalization approach is deemed applicable. Therefore, the sales comparison approach is the only approach appropriate for this analysis.

Given that the Surplus Parcel has limited marketability, the contributory value of the site is not intended to be an estimate of its market value, but rather to serve as an estimate of the market derived asking price. The concluded asking price is to be used in future negotiations for the disposition via private sale.

For this analysis, the Before and After Value Method was applied. This method has similarities with the before and after approach used in partial acquisitions; however, in the case of surplus property, the property adjacent to the surplus property is first valued independently, and then it is valued as assembled with the surplus property. The difference between the two values is the contributory value of the surplus property. The added value resulting from this assemblage can be greater than (plottage value), equal to or less than the value identified across-the-fence.

ASKING PRICE for ASSEMBLED PARCEL

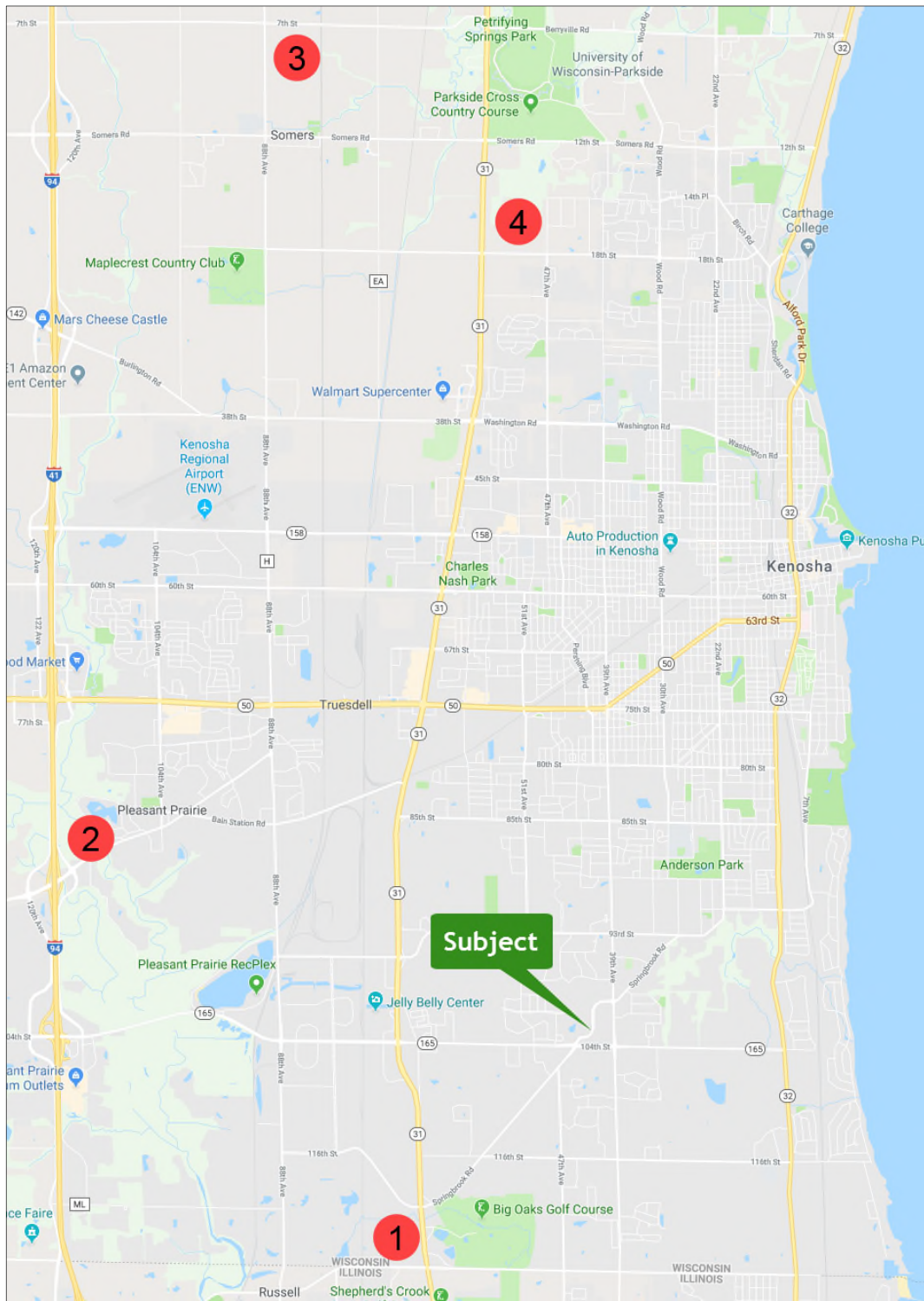
This appraisal is based on the hypothetical condition that the 1.650-acre Limited Marketable Surplus Parcel (subject) will be assembled with the 4.190-acre Abutting Parcel, to the east. Therefore, for this analysis, the “Assembled Parcel” is assumed to contain a total of 5.840-acres.

The “Asking Price” of the subject property is determined using the sales comparison approach, which simulates the thinking of a typical buyer and seller of real estate interest similar and competitive with the subject property. The comparable sales used in this appraisal were considered the most recent and/or best available sales as of the effective date of the appraisal.

The prices indicated by the comparable sales activity in the market area are adjusted to reflect the comparable properties inferiority or superiority to the subject property. All other factors were considered essentially equal to the subject property and/or not having a measurable impact, and therefore an adjustment would not be applicable. Following the adjustments made in the analysis, the adjusted sale prices indicate the probable asking price of the subject property.

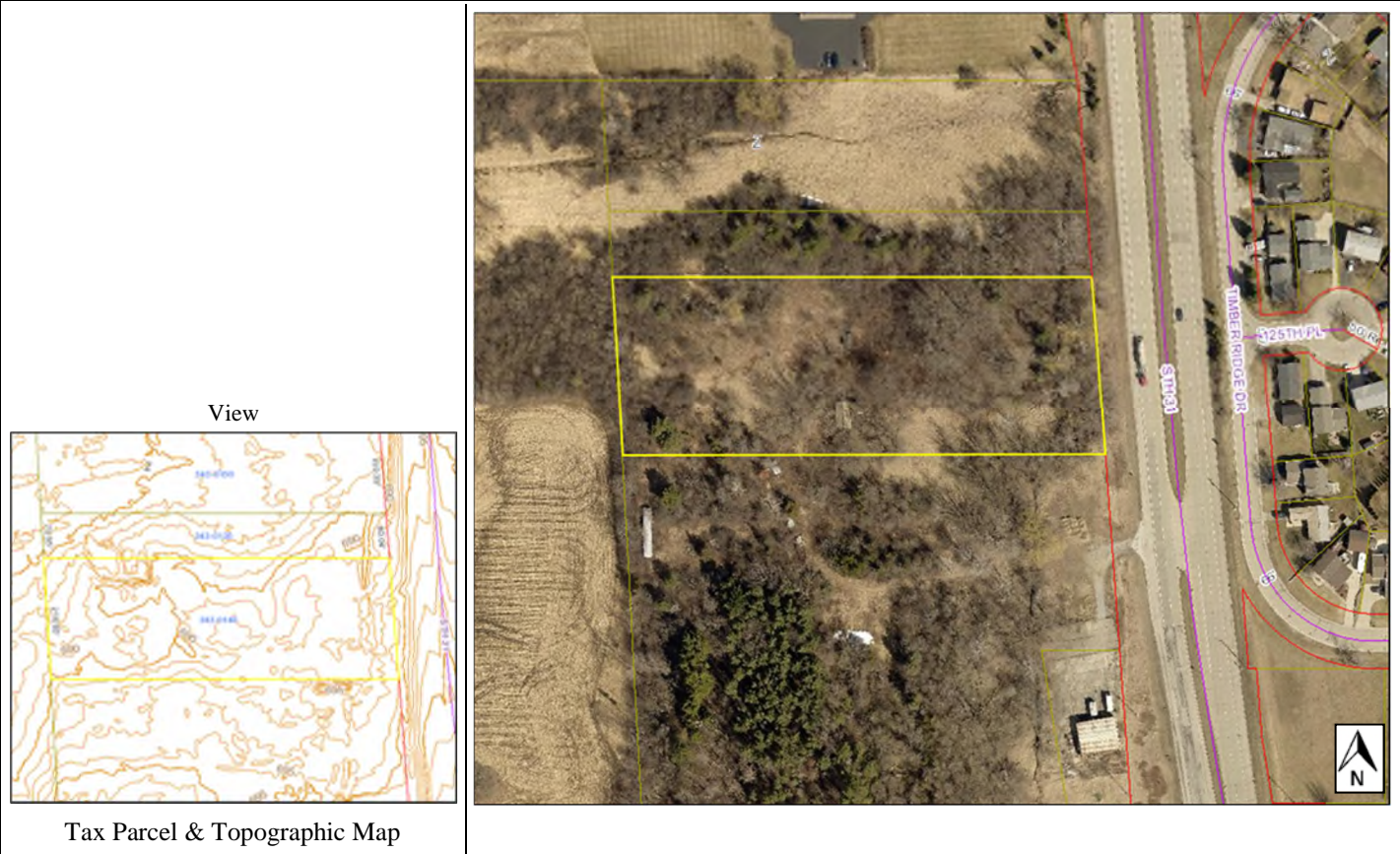
A comparable sales map locating each property and data sheets providing physical and transactional information for each sale are included on the following pages. A comparison grid highlighting the necessary adjustments for each comparable sale/listing follows the data sheets.

Comparable Sales Map for Assembled Parcel



Sale	Location	Acres	Zoning	Sale Price	Sale Date	Price/Acre	Planned Use
Subject	4300 Springbrook Road Village of Pleasant Prairie	5.840	C-2 Upland Resource Conservancy District	N/A	N/A	N/A	Single-family residential
1	12522 Green Bay Road Village of Pleasant Prairie	2.850	R-4 Urban SF Residential	\$50,000	Sep 23, 2016	\$17,544	Single-family Residential
2	11300 Block of Wilmot Road Village of Pleasant Prairie	4.990	A-2 General Agricultural	\$90,000	Jul 10, 2015	\$18,036	Single-family Residential
3	8700 Block of 7th Street Village of Somers	5.000	A-2 General Agricultural	\$105,000	Jun 23, 2017	\$21,000	Single-family Residential
4	5313 16th Place Village of Somers	6.790	A-2 General Agricultural	\$128,700	Mar 20, 2017	\$18,954	Single-family Residential

ASSEMBLED PARCEL - LAND SALE NO. 1



12522 Green Bay Road, Village of Pleasant Prairie, Kenosha County

Property Identification

Tax Parcel No.	92-4-122-343-0146	Zoning	R-4 Urban Single-family Residential
Property Type/Use	Vacant Site	Utilities	Muni Water & Muni Sewer
Highest & Best Use	Single-family Residential	Frontage	±219' along STH 31
Gross Land Area	2.850-acres	Visibility	Unobstructed from frontage road
Shape/Topography	Rectangular / Level	Nearby Land Uses	Single-family Residential
Floodplain	None Known	Wetlands	None Known

Sale Data and Sale Price Indicators

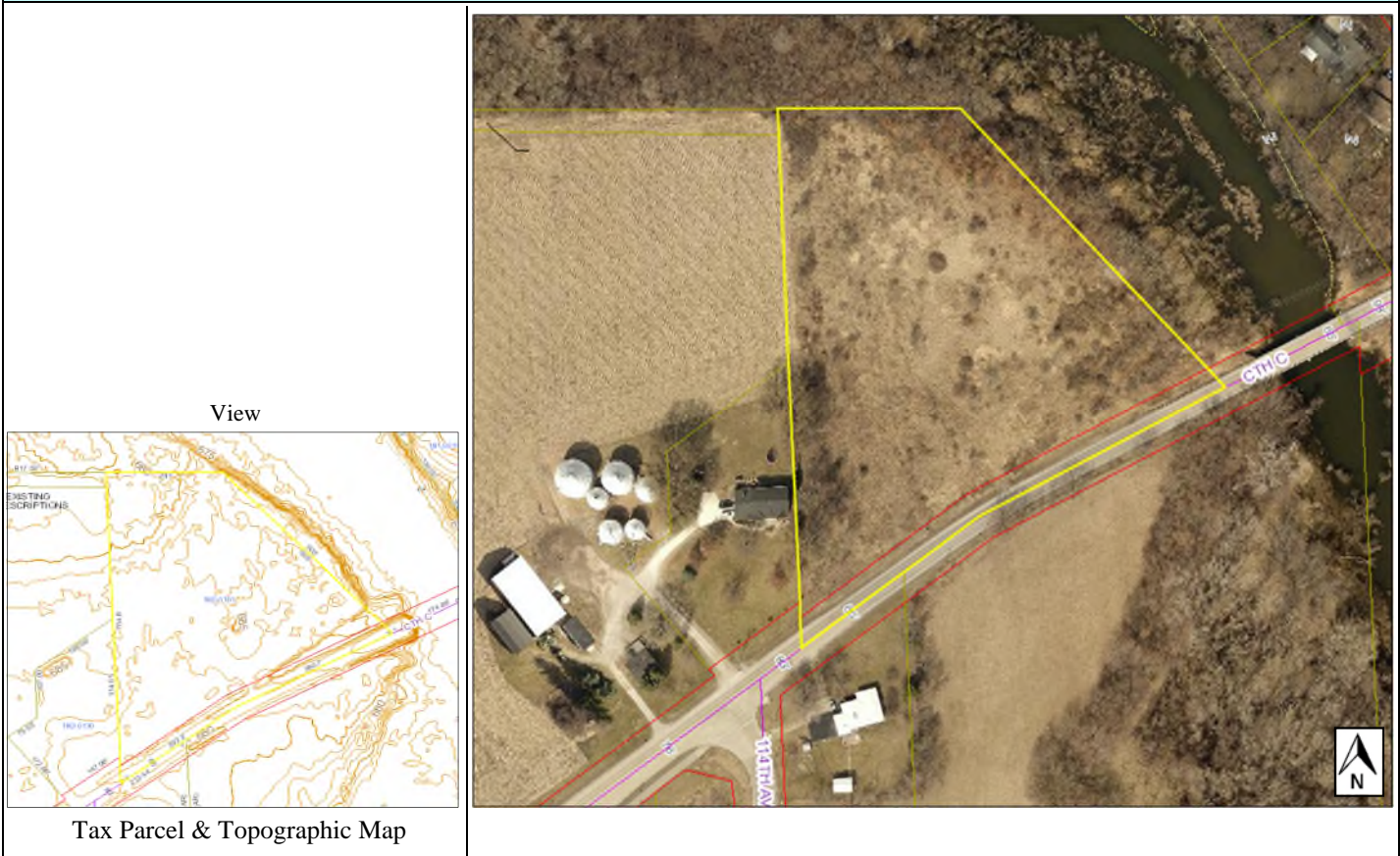
Document #	1781154	Source: DOR, MLS	Condition of Sale	Arm's Length
Grantor	Jenna Jensen		Financing	Conventional
Grantee	128th Street, LLC		Sale Date	September 23, 2016
Verification by	Robert Morrone (262) 657-7330 Prime Realty Group		Sale Price	\$50,000 or \$17,544 per Acre
Verification to	Anthony Lockly of LVS		Adjustment	N/A
Date Inspected	October 10, 2017		Adjusted Price	\$50,000 or \$17,544 per Acre

Comments

This site is located on the west side of STH 31 along with several larger tracts of scatter-site homesteads and productive farmland. The buyer purchased this site to build an owner-occupied single-family dwelling. This buildable site was originally listed for 126 Days on Market (DOM) "For Sale" asking \$84,900 or ±\$29,789/acre.

MLS Broker Remarks: 2.85-acre wooded parcel. Pleasant Prairie Neighborhood Plan calls for future Residential development on property. Additional 8 acres is available on adjacent parcel.

ASSEMBLED PARCEL - LAND SALE NO. 2



View

Tax Parcel & Topographic Map

11300 Block of Wilmot Road, Village of Pleasant Prairie, Kenosha County

Property Identification

Tax Parcel No.	92-4-122-182-0110	Zoning	A-2 General Agricultural
Property Type/Use	Vacant Site	Utilities	Muni Water & Private Septic
Highest & Best Use	Single-family Residential	Frontage	±±629' along Wilmot Rd (CTH C)
Gross Land Area	4.990-acres	Visibility	Unobstructed from frontage road
Shape/Topography	Slightly Irregular / Level	Nearby Land Uses	Single-family Residential
Floodplain	0.23-acres (4.6%) NW corner	Wetlands	None Known

Sale Data and Sale Price Indicators

Document #	1753168	Source: DOR, MLS	Condition of Sale	Arm's Length
Grantor	Christina Canale-Fergus		Financing	Conventional
Grantee	Berat Hamdiu		Sale Date	July 10, 2015
Verification by	Diane Pierrard (262) 215-5807 Shorewest Realtors		Sale Price	\$90,000 or \$18,036 per Acre
Verification to	Anthony Lockly of LVS		Adjustment	N/A
Date Inspected	October 10, 2017		Adjusted Price	\$90,000 or \$18,036 per Acre

Comments

This site is located on the north side of CTH C (Wilmot Road) along with several larger tracts of scatter-site homesteads and productive farmland. The buyer purchased this site to build an owner-occupied single-family dwelling. This buildable site was originally listed for 1,195 Days on Market (DOM) "For Sale" asking \$147,000 or ±\$29,459/acre. The site is mostly open plain with a wooded tree-line along the eastern boundary along the Des Plaines River. It appears that the proximity to the Des Plaines River did not generate any premium in pricing.

MLS Broker Remarks: Wonderful 5-acre parcel just waiting for your ideas. So close to I-94 and bordering the Des Plaines River. Zoned A-2 so animals are welcome. Village of Pleasant Prairie will consider an "ag" related business as well. Recent perc test and survey are available. Municipal water at the lot line.

ASSEMBLED PARCEL - LAND SALE NO. 3



View

Tax Parcel & Topographic Map

8700 Block of 7th Street, Village of Somers, Kenosha County

Property Identification

Tax Parcel No.	82-4-222-092-0206	Zoning	A-2 General Agricultural
Property Type/Use	Vacant Site	Utilities	Private Well & Septic
Highest & Best Use	Single-family Residential	Frontage	321.37' on CTH A & 677.98' on CTH H
Gross Land Area	5.000-acres	Visibility	Unobstructed from frontage roads
Shape/Topography	Rectangular / Level	Nearby Land Uses	Single-family Residential
Floodplain	None Known	Wetlands	None Known

Sale Data and Sale Price Indicators

Document #	1799103	Source: DOR, MLS	Condition of Sale	Arm's Length
Grantor	Patrick H and Marilyn Smith		Financing	Conventional
Grantee	Randall and Kristine Brittich		Sale Date	June 23, 2017
Verification by	Jennifer Heiring (262) 308-5171 RE/MAX Elite		Sale Price	\$105,000 or \$21,000 per Acre
Verification to	Anthony Lockly of LVS		Adjustment	N/A
Date Inspected	October 10, 2017		Adjusted Price	\$105,000 or \$21,000 per Acre

Comments

This site is located on the southeast corner of the intersection of CTH A, on the north, and CTH H, on the west. The land uses in the immediate area consist of several larger tracts of scatter-site homesteads and productive farmland. The buyer purchased this site to build an owner-occupied single-family dwelling. This buildable site was originally listed for 223 Days on Market (DOM) "For Sale" asking \$109,900 or ±\$21,980/acre.

MLS Broker Remarks: Country living with city conveniences. Five-acre parcel needs well and already perks for a mound system. In an area of beautiful homes.

ASSEMBLED PARCEL - LAND SALE NO. 4



View

Tax Parcel & Topographic Map

5313 16th Place, Village of Somers, Kenosha County

Property Identification

Tax Parcel No.	82-4-222-143-0250	Zoning	A-2 General Agricultural
Property Type/Use	Vacant Site	Utilities	Private Well & Septic
Highest & Best Use	Single-family Residential	Frontage	±50' along 16th Place
Gross Land Area	6.790-acres	Visibility	Unobstructed from frontage road
Shape/Topography	Rectangular / Level	Nearby Land Uses	Single-family Residential
Floodplain	None Known	Wetlands	None Known

Sale Data and Sale Price Indicators

Document #	1793400*	Source: DOR, MLS	Condition of Sale	Arm's Length
Grantor	Ventura Family Revocable Trust		Financing	Conventional
Grantee	Matthew M. & Mandy V. Weiss		Sale Date	March 20, 2017
Verification by	Mary L Dixon (262) 945-3315 RE/MAX Elite		Sale Price	\$128,700 or \$18,954 per Acre
Verification to	Anthony Lockly of LVS		Adjustment	N/A
Date Inspected	October 10, 2017		Adjusted Price	\$128,700 or \$18,954 per Acre

Comments

This site is located at the eastern end of 16th Place, a local road. The land uses in the immediate area consist of several larger tracts of scatter-site homesteads and productive farmland. This site measures ±322.60' deep (west-to-east) by ±917' wide (north-to-south). The buyer purchased this site to build an owner-occupied single-family dwelling. This site was originally listed for 238 Days on Market (DOM) "For Sale" asking \$160,000 or ±\$23,564/acre.

The property was held in trust with multiple parties holding interest. The transfer of the full interest required two separate transactions recorded in separate deeds. The deeds were filed as Documents #1793399 and #1793400, with recorded transfer amounts of \$64,350, respectively.

MLS Broker Remarks: 6.79 acres in very quiet spot.

Comparable Land Sales Adjustment Grid Assembled Parcel					
Subject	1	2	3	4	Adj.
TRANSACTION DATA					
VALUE ESTIMATE / DATE OF SALE	Mar 28, 2018	Jul 10, 2015	Jun 23, 2017	Mar 20, 2017	
TAX KEY NUMBER	Assembled Parcel	92-4-122-182-0110	82-4-222-092-0206	82-4-222-143-0250	
LOCATION	4300 Springbrook Road	11300 Block of Wilmot Rd	8700 Block of 7th Street	5313 16th Place	
MUNICIPALITY	Village of Pleasant Prairie	Village of Pleasant Prairie	Village of Somers	Village of Somers	
COUNTY	Kenosha	Kenosha	Kenosha	Kenosha	
ZONING	C-2 Upland Conservancy	A-2 General Agricultural	A-2 General Agricultural	A-2 General Agricultural	
HIGHEST & BEST USE	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential	
LAND AREA (Acres)	5.840	4.990	5,000	6,790	
SALES PRICE	N/A	\$90,000	\$105,000	\$128,700	
LAND EXPENDITURES AFTER SALE	N/A	\$0	\$0	\$0	
ADJUSTED PRICE	N/A	\$90,000	\$105,000	\$128,700	
PRICE PER ACRE		\$17,544	\$21,000	\$18,954	
ELEMENTS OF COMPARISON					
PROPERTY RIGHTS	Fee Simple	Fee Simple	Fee Simple	Fee Simple	
FINANCING	Conventional	Conventional	Conventional	Conventional	
CONDITIONS OF SALE	Arm's Length	Arm's Length	Arm's Length	Arm's Length	
MARKET CONDITIONS	Mar 28, 2018	Jul 10, 2015	Jun 23, 2017	Mar 20, 2017	
ADJUSTED PRICE PER ACRE		\$18,246	\$19,118	\$21,420	\$19,333
LOCATION	Suburban / CTH Frontage	Rural / CTH Frontage	Rural / CTH Frontage	Rural / Res Cul de Sac	
LAND AREA (Acres)	5.840	4.990	5,000	6,790	
MUNICIPAL vs. PRIVATE UTILITIES	Muni Water & Muni Sewer	Muni Water & Private Septic	Private Well & Septic	Private Well & Septic	
SITE CONFIGURATION	Very Irregular	Slightly Irregular	Rectangular	Rectangular	
SITE CHARACTERISTICS	Slight Slope / Heavily Wooded	Level / Partially Wooded	Level / Open Plain	Level / Open Plain	
TOTAL ADJUSTMENT		-10%	-5%	-10%	
ADJUSTED VALUE PER ACRE		\$15,509	\$20,074	\$23,562	\$19,333
AVERAGE PRICE PER ACRE					
LAND VALUE PER ACRE					
INDICATED MARKET VALUE (RND)					

Explanation of Adjustments to Comparable Sales for Assembled Parcel

As part of the market analysis, an array of economic and physical characteristics that combine to influence a property's market value are considered. However, given the complex nature of the real estate market, some of these characteristics are so closely interrelated that their impacts can be overlapping and difficult to isolate. Under the Sales Comparison Approach, the adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two. Generally, adjustments are most credible when there is sufficient empirical market data to perform a paired sales or statistical analysis that yields a reasonable degree of confidence. However, even in the absence of sufficient empirical market data supportable adjustments can still be derived using reasoned judgment and anecdotal evidence.

Positive and negative percentage adjustments are included on the adjustment grid to derive an estimate of market value. The individual qualitative adjustments are based on a scale calibrated in 5% increments, with a minor adjustment considered to be 5% and a substantial adjustment considered to be 25% or more. The resulting analysis is intended to provide a reasonable and supportable market value estimate.

From the inventory of transactions of parcels suitable for the same type of development as the subject property, a subset was selected as the population from which the subject property is analyzed and valued. The primary selection criteria for comparability were similar highest and best use potential, location and size.

Property Rights: All land sales analyzed involve the purchase of the fee simple interest in the respective property. This is also the basis upon which the subject parcel is being appraised; therefore, no adjustment is required to account for a difference in the property interest purchased.

Financing: The existence of atypical financing and special conditions of sale can also influence the sale price realized. No transactions involving atypical financing are known that may have impacted the sale prices of the comparables relied on in this report.

Conditions of Sale: All sales analyzed were considered arms' length transactions and did not require any adjustments for conditions of sale.

Market Conditions: From the inventory of sale transactions, the comparables presented were selected as the population from which the subject parcel is analyzed and valued. The primary selection criteria for comparability were highest and best use potential, location and size. These comparable sales sold between July 2015 and June 2017. No land sales are knowingly excluded from the analysis that would contribute to a final estimate of value different from that presented in this appraisal.

Based upon the US Bureau of Labor Statistics, the overall Consumer Price Index (CPI) averaged $\pm 2.61\%$ per year or $\pm 0.22\%$ per month from July 2015 through January 2018, date of value. As a proxy, the monthly 0.20% average CPI figure was used as an adjustment for Market Conditions. The number of months between the sale dates for each comparable and the valuation date for the subject property were calculated. The calculated number of months was then multiplied by 0.20% and the resulting figures were rounded up to the nearest whole percentage as the applied market conditions adjustment.

Location: Location considers the economic and demographic characteristics of the property's market area, including the degree of conformity and compatibility of the surrounding land uses. Location also considers the intensity and density of development within the competitive market area.

Land Area: Based on market evidence, land sale prices measured on a per acreage basis tend to vary based on the overall size of the property being acquired. Typically, smaller parcels sell for a higher price per unit when compared

to otherwise similar, but larger properties. And generally, the converse is also true. These relationships are based on the economic principle of diminishing returns.

Additionally, larger sites generally require a greater investment of both money and time to bring the finished product to market. Therefore, larger projects inherently carry more risk for the investor, since it will generally take longer to be built-out and absorbed by the market. The array of risks inherent in real estate development includes supply and demand market risk, interest rate risk, inflation risk and even political risk. In this analysis, the adjustment for size differences were applied based upon a proportional scale using 5% increments.

Municipal vs. Private Utilities: The availability of municipal and commercial utility services (i.e. sanitary sewer, water, gas, electricity, cable, etc.) are features that can significantly influence the type and intensity of development that a site can competitively support. Typically, sites with greater utility service capacity command higher market prices per unit of land area, when compared to those with lesser capacity. Generally, sites with municipal sanitary sewer and water utilities can economically support more intense development as compared to sites requiring a private on-site septic system and well.

Site Configuration / Utility: One primary goal when subdividing larger tracts of land into individual sites is to maximize the number of lots with buildable areas currently demanded by the market. To achieve this goal, subdivision lots are typically configured as rectangular on through-streets, pie-shaped on cul-de-sacs and irregular when the property boundary lines dictate. Generally, when all else is equal, the order of market desirability in a parcel's shape would be rectangular, pie-shaped and then irregular.

In general, those lots which are easiest and cheapest to build on would be expected to be the most valuable. Approximately rectangular lots are easier and cheaper to build on than lots in irregular shapes, and within those constraints approximately square lots are easier and cheaper to build on than narrow and elongated lots. Additionally, irregular shaped lots could have diminished utility if significant portions of the site are considered surplus land.

Site Characteristics: Generally, when all else is considered equal, sites offering natural amenities such as wooded acreage command a premium over otherwise competitive sites without these amenities.

Valuation Analysis for Assembled Parcel

Land Sale No. 1 – 12522 Green Bay Road, Village of Pleasant Prairie, Kenosha County

This sale comparable is a 2.850-acre site that sold in September 2016 for \$50,000 for \$17,544 per acre. The buyer purchased this site to build an owner-occupied single-family dwelling.

The adjustment for Market Conditions was estimated by calculating the number of months between the sale date for this comparable and the valuation date for the subject property. The calculated number of months was then multiplied by 0.20% and the resulting figure rounded to the nearest 1%.

Based on market evidence, land sale prices measured on a per acreage basis tend to vary based on the overall size of the property being acquired. Typically, smaller parcels sell for a higher price per unit when compared to otherwise similar, but larger properties. And generally, the converse is also true. These relationships are based on the economic principle of diminishing returns. In this instance, the comparable's 2.850-acres being smaller than the Subject's 5.840-acres required a negative 10 percent adjustment under the Land Area attribute.

Generally, when all else is considered equal, sites offering natural amenities such as wooded acreage command a premium over otherwise competitive sites without these amenities. In this instance, this comparable's partially wooded condition was adjusted by a positive 5% to reflect its inferior Site Characteristic. No other adjustments were considered necessary.

Land Sale No. 2 – 11300 Block of Wilmot Road, Village of Pleasant Prairie, Kenosha County

This sale comparable is a 4.990-acre site that sold in July 2015 for \$90,000 for \$18,036 per acre. The buyer purchased this site to build an owner-occupied single-family dwelling.

The adjustment for Market Conditions was estimated by calculating the number of months between the sale date for this comparable and the valuation date for the subject property. The calculated number of months was then multiplied by 0.20% and the resulting figure rounded to the nearest 1%.

The availability of municipal and commercial utility services (i.e. sanitary sewer, water, gas, electricity, cable, etc.) are features that can significantly influence the type and intensity of development that a site can competitively support. Typically, sites with greater utility service capacity command higher market prices per unit of land area, when compared to those with lesser capacity. Generally, sites with municipal sanitary sewer and water utilities can economically support more intense development as compared to sites requiring a private on-site well and septic system. Because this comparable site has municipal water and private septic system, it was considered inferior to the subject property and required a positive 5 percent adjustment under the Municipal vs. Private Utilities attribute.

Generally, when all else is considered equal, sites offering natural amenities such as wooded acreage command a premium over otherwise competitive sites without these amenities. In this instance, this comparable's partially wooded perimeter was adjusted by a positive 5% to reflect its inferior Site Characteristic. No other adjustments were considered necessary.

Land Sale No. 3 – 8700 Block of 7th Street, Village of Somers, Kenosha County

This sale comparable is a 5.000-acre site that sold in June 2017 for \$105,000 for \$21,000 per acre. The buyer purchased this site to build an owner-occupied single-family dwelling.

The adjustment for Market Conditions was estimated by calculating the number of months between the sale date for this comparable and the valuation date for the subject property. The calculated number of months was then multiplied by 0.20% and the resulting figure rounded to the nearest 1%.

The availability of municipal and commercial utility services (i.e. sanitary sewer, water, gas, electricity, cable, etc.) are features that can significantly influence the type and intensity of development that a site can competitively support.

Typically, sites with greater utility service capacity command higher market prices per unit of land area, when compared to those with lesser capacity. Generally, sites with municipal sanitary sewer and water utilities can economically support more intense development as compared to sites requiring a private on-site well and septic system. Because this comparable site has a private well and private septic system, it was considered inferior to the subject property and required a positive 10 percent adjustment under the Municipal vs. Private Utilities attribute.

Generally, when all else is considered equal, sites offering natural amenities such as wooded acreage command a premium over otherwise competitive sites without these amenities. In this instance, this comparable’s open plain was adjusted by a positive 10% to reflect its inferior Site Characteristic. No other adjustments were considered necessary.

Land Sale No. 4 – 5313 16th Place, Village of Somers, Kenosha County

This sale comparable is a 6.790-acre site that sold in March 2017 for \$128,700 for \$18,954 per acre. The land uses in the immediate area consist of several larger tracts of scatter-site homesteads and productive farmland. The buyer purchased this site to build an owner-occupied single-family dwelling.

The adjustment for Market Conditions was estimated by calculating the number of months between the sale date for this comparable and the valuation date for the subject property. The calculated number of months was then multiplied by 0.20% and the resulting figure rounded to the nearest 1%.

Given this comparable’s location on a low-traffic, residential subdivision cul-de-sac, as compared to the subject’s CTH frontage this comparable was adjusted downward by 10 percent for its superior location.

The availability of municipal and commercial utility services (i.e. sanitary sewer, water, gas, electricity, cable, etc.) are features that can significantly influence the type and intensity of development that a site can competitively support. Typically, sites with greater utility service capacity command higher market prices per unit of land area, when compared to those with lesser capacity. Generally, sites with municipal sanitary sewer and water utilities can economically support more intense development as compared to sites requiring a private on-site well and septic system. Because this comparable site has a private well and private septic system, it was considered inferior to the subject property and required a positive 10 percent adjustment under the Municipal vs. Private Utilities attribute.

Generally, when all else is considered equal, sites offering natural amenities such as wooded acreage command a premium over otherwise competitive sites without these amenities. In this instance, this comparable’s open plain was adjusted by a positive 10% to reflect its inferior Site Characteristic. No other adjustments were considered necessary.

Reconciliation of the Asking Price for the Assembled Parcel

Overall the comparable sales selected for this analysis were considered to provide a good indication of the market value for the subject property. All required adjustments are supported by market evidence and reasoned judgment.

The range in market conditions adjusted land prices varies between \$18,246 and \$21,420 per acre of land area. After adjusting for identified differences, the sales indicated a unit value ranging from \$15,509 and \$23,562 per acre, with an average (mean) price of \$19,620 per acre. In the final reconciliation, all selected comparables were relied upon in rendering a final value conclusion of \$19,600 per acre.

Following consideration of the factors analyzed, it is concluded that the indicated price is as follows:

	Assembled Parcel: (acres)	5.840
x	Unit Value per acre:	\$19,600
=	Value of Assembled Parcel:	\$114,500

ASKING PRICE for ABUTTING PARCEL

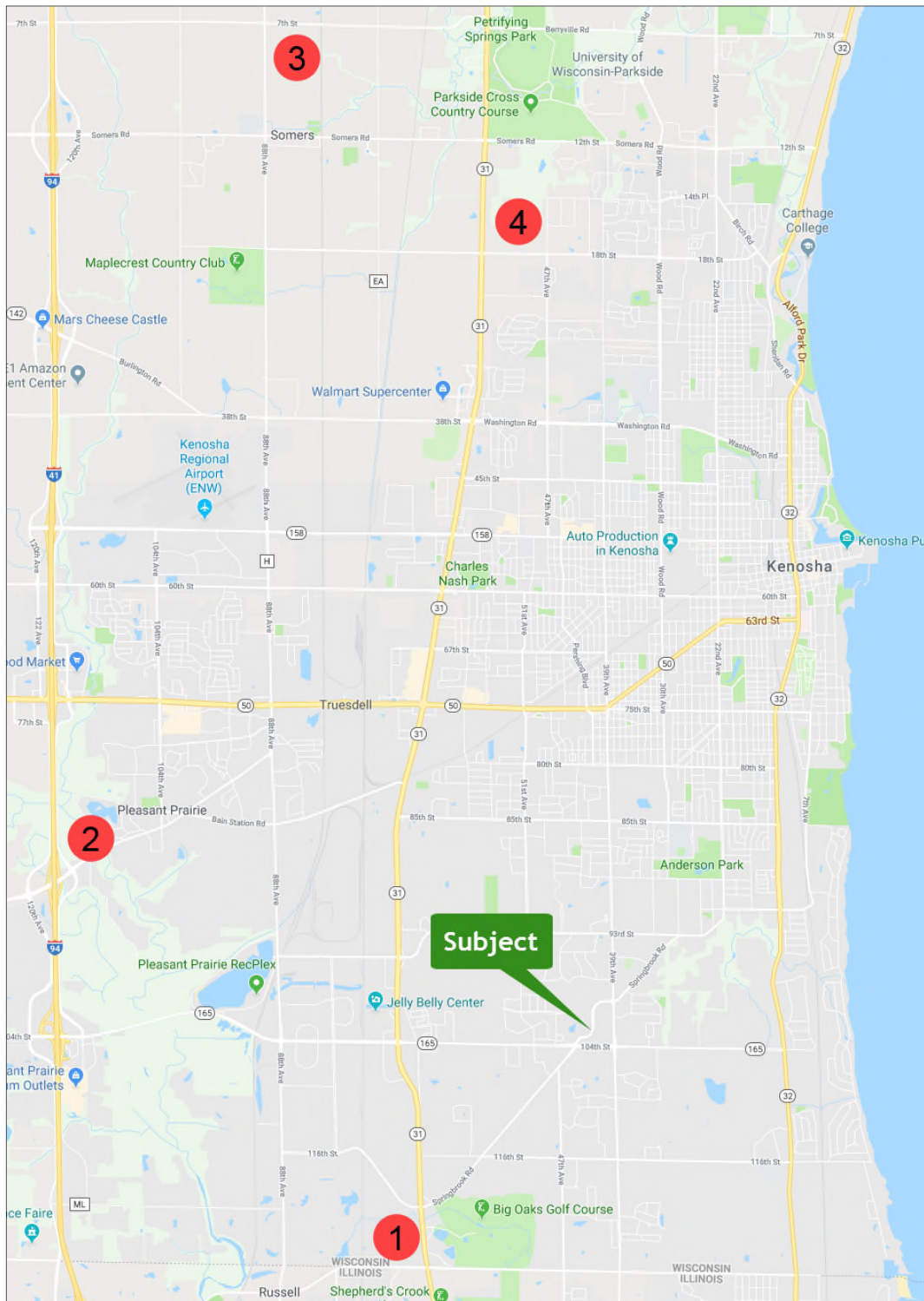
This appraisal is based on the hypothetical condition that the 1.650-acre Limited Marketable Surplus Parcel (subject) will be assembled with the 4.190-acre Abutting Parcel, to the east. Therefore, for this analysis, the “Assembled Parcel” is assumed to contain a total of 5.840-acres.

The “Asking Price” of the subject property is determined using the sales comparison approach, which simulates the thinking of a typical buyer and seller of real estate interest similar and competitive with the subject property. The comparable sales used in this appraisal were considered the most recent and/or best available sales as of the effective date of the appraisal.

The prices indicated by the comparable sales activity in the market area are adjusted to reflect the comparable properties inferiority or superiority to the subject property. All other factors were considered essentially equal to the subject property and/or not having a measurable impact, and therefore an adjustment would not be applicable. Following the adjustments made in the analysis, the adjusted sale prices indicate the probable asking price of the subject property.

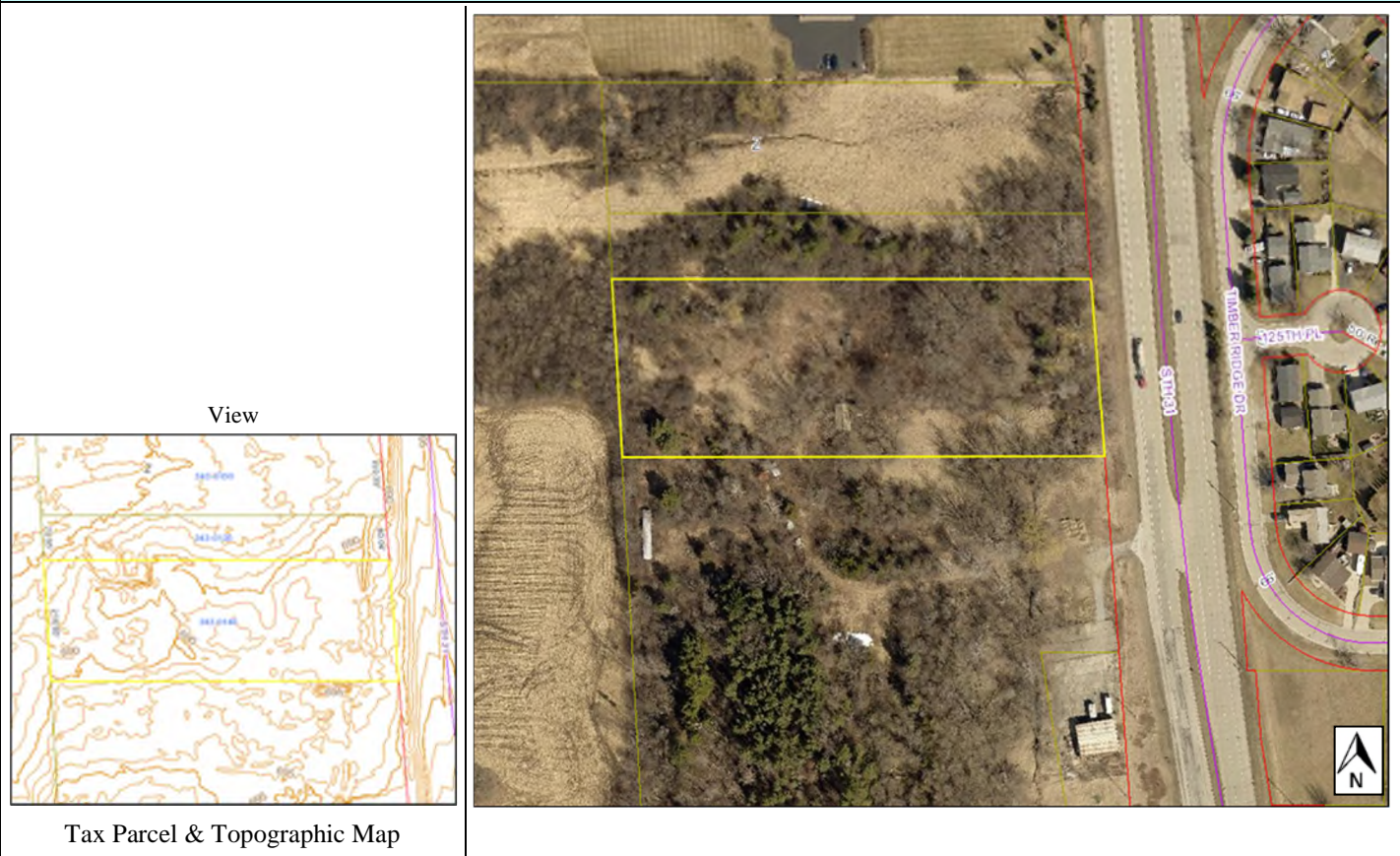
A comparable sales map locating each property and data sheets providing physical and transactional information for each sale are included on the following pages. A comparison grid highlighting the necessary adjustments for each comparable sale/listing follows the data sheets.

Comparable Sales Map for Abutting Parcel



Sale	Location	Acres	Zoning	Sale Price	Sale Date	Price/Acre	Planned Use
Subject	4300 Springbrook Road Village of Pleasant Prairie	4.190	C-2 Upland Resource Conservancy District	N/A	N/A	N/A	Single-family residential
1	12522 Green Bay Road Village of Pleasant Prairie	2.850	R-4 Urban SF Residential	\$50,000	Sep 23, 2016	\$17,544	Single-family Residential
2	11300 Block of Wilmot Road Village of Pleasant Prairie	4.990	A-2 General Agricultural	\$90,000	Jul 10, 2015	\$18,036	Single-family Residential
3	8700 Block of 7th Street Village of Somers	5.000	A-2 General Agricultural	\$105,000	Jun 23, 2017	\$21,000	Single-family Residential
4	5313 16th Place Village of Somers	6.790	A-2 General Agricultural	\$128,700	Mar 20, 2017	\$18,954	Single-family Residential

ABUTTING PARCEL - LAND SALE NO. 1



12522 Green Bay Road, Village of Pleasant Prairie, Kenosha County

Property Identification

Tax Parcel No.	92-4-122-343-0146	Zoning	R-4 Urban Single-family Residential
Property Type/Use	Vacant Site	Utilities	Muni Water & Muni Sewer
Highest & Best Use	Single-family Residential	Frontage	±219' along STH 31
Gross Land Area	2.850-acres	Visibility	Unobstructed from frontage road
Shape/Topography	Rectangular / Level	Nearby Land Uses	Single-family Residential
Floodplain	None Known	Wetlands	None Known

Sale Data and Sale Price Indicators

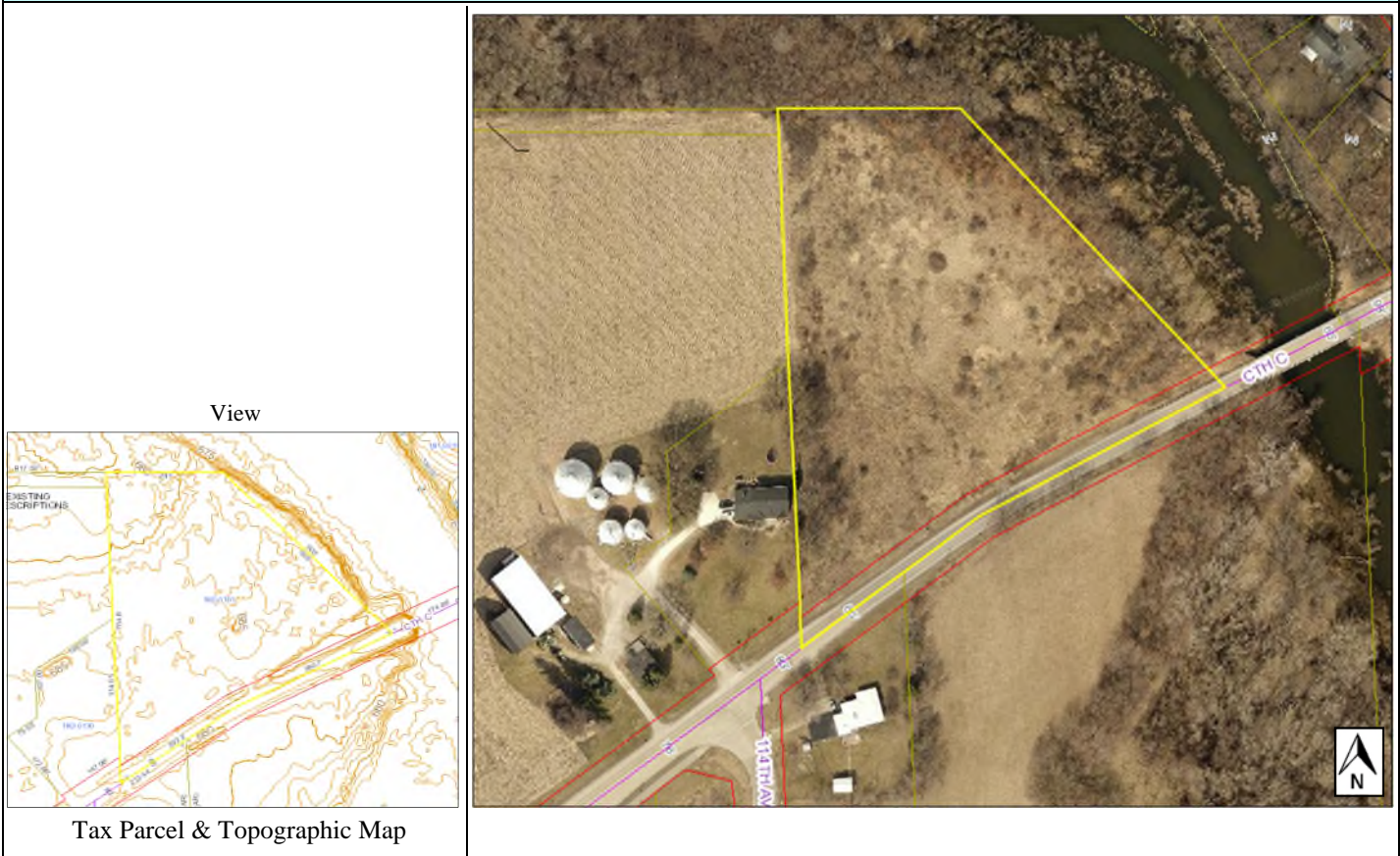
Document #	1781154	Source: DOR, MLS	Condition of Sale	Arm's Length
Grantor	Jenna Jensen		Financing	Conventional
Grantee	128th Street, LLC		Sale Date	September 23, 2016
Verification by	Robert Morrone (262) 657-7330 Prime Realty Group		Sale Price	\$50,000 or \$17,544 per Acre
Verification to	Anthony Lockly of LVS		Adjustment	N/A
Date Inspected	October 10, 2017		Adjusted Price	\$50,000 or \$17,544 per Acre

Comments

This site is located on the west side of STH 31 along with several larger tracts of scatter-site homesteads and productive farmland. The buyer purchased this site to build an owner-occupied single-family dwelling. This buildable site was originally listed for 126 Days on Market (DOM) "For Sale" asking \$84,900 or ±\$29,789/acre.

MLS Broker Remarks: 2.85-acre wooded parcel. Pleasant Prairie Neighborhood Plan calls for future Residential development on property. Additional 8 acres is available on adjacent parcel.

ABUTTING PARCEL - LAND SALE NO. 2



11300 Block of Wilmot Road, Village of Pleasant Prairie, Kenosha County

Property Identification

Tax Parcel No.	92-4-122-182-0110	Zoning	A-2 General Agricultural
Property Type/Use	Vacant Site	Utilities	Muni Water & Private Septic
Highest & Best Use	Single-family Residential	Frontage	±±629' along Wilmot Rd (CTH C)
Gross Land Area	4.990-acres	Visibility	Unobstructed from frontage road
Shape/Topography	Slightly Irregular / Level	Nearby Land Uses	Single-family Residential
Floodplain	0.23-acres (4.6%) NW corner	Wetlands	None Known

Sale Data and Sale Price Indicators

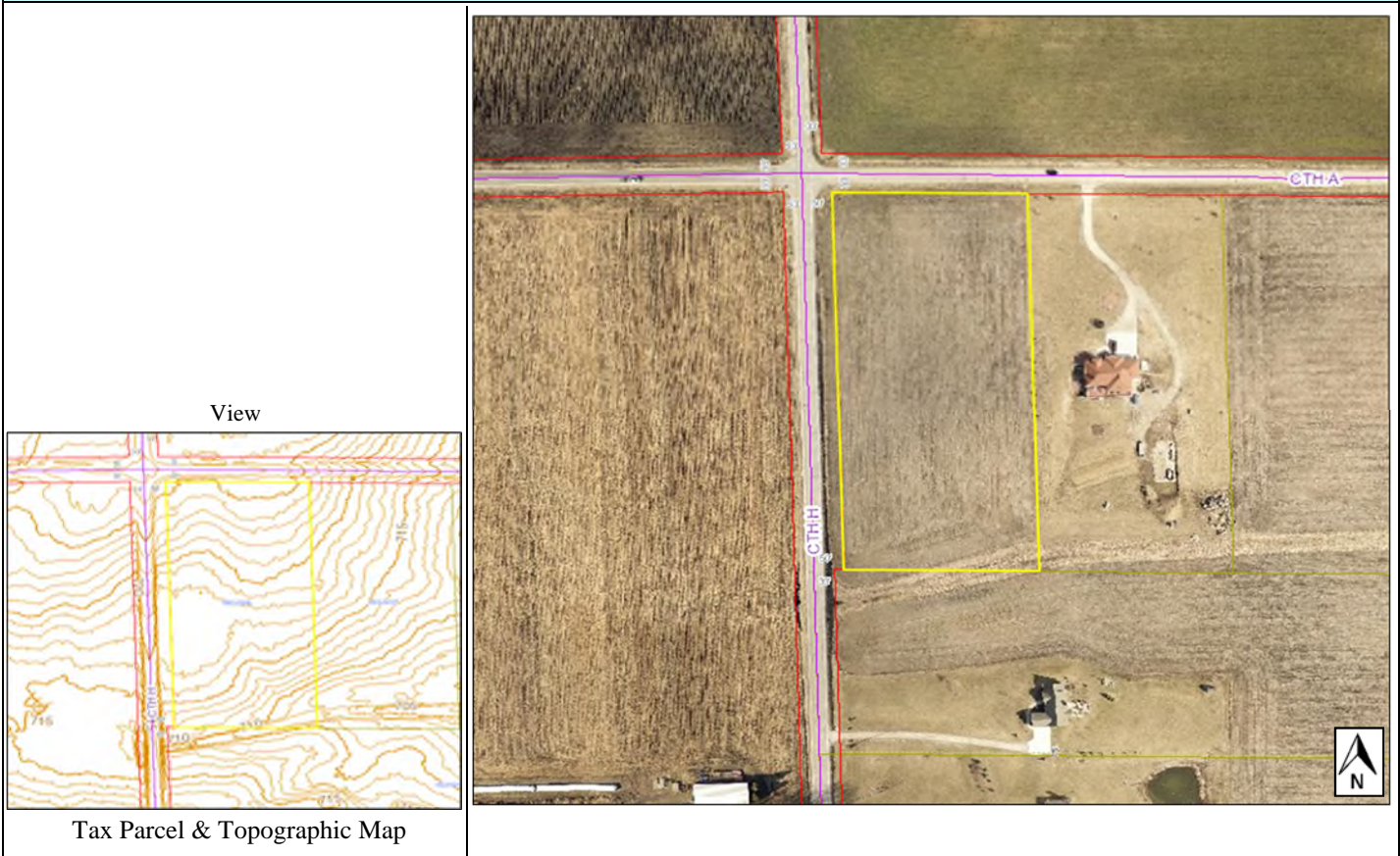
Document #	1753168	Source: DOR, MLS	Condition of Sale	Arm's Length
Grantor	Christina Canale-Fergus		Financing	Conventional
Grantee	Berat Hamdiu		Sale Date	July 10, 2015
Verification by	Diane Pierrard (262) 215-5807 Shorewest Realtors		Sale Price	\$90,000 or \$18,036 per Acre
Verification to	Anthony Lockly of LVS		Adjustment	N/A
Date Inspected	October 10, 2017		Adjusted Price	\$90,000 or \$18,036 per Acre

Comments

This site is located on the north side of CTH C (Wilmot Road) along with several larger tracts of scatter-site homesteads and productive farmland. The buyer purchased this site to build an owner-occupied single-family dwelling. This buildable site was originally listed for 1,195 Days on Market (DOM) "For Sale" asking \$147,000 or ±\$29,459/acre. The site is mostly open plain with a wooded tree-line along the eastern boundary along the Des Plaines River. It appears that the proximity to the Des Plaines River did not generate any premium in pricing.

MLS Broker Remarks: Wonderful 5-acre parcel just waiting for your ideas. So close to I-94 and bordering the Des Plaines River. Zoned A-2 so animals are welcome. Village of Pleasant Prairie will consider an "ag" related business as well. Recent perc test and survey are available. Municipal water at the lot line.

ABUTTING PARCEL - LAND SALE NO. 3



View

Tax Parcel & Topographic Map

8700 Block of 7th Street, Village of Somers, Kenosha County

Property Identification

Tax Parcel No.	82-4-222-092-0206	Zoning	A-2 General Agricultural
Property Type/Use	Vacant Site	Utilities	Private Well & Septic
Highest & Best Use	Single-family Residential	Frontage	321.37' on CTH A & 677.98' on CTH H
Gross Land Area	5.000-acres	Visibility	Unobstructed from frontage roads
Shape/Topography	Rectangular / Level	Nearby Land Uses	Single-family Residential
Floodplain	None Known	Wetlands	None Known

Sale Data and Sale Price Indicators

Document #	1799103	Source: DOR, MLS	Condition of Sale	Arm's Length
Grantor	Patrick H and Marilyn Smith		Financing	Conventional
Grantee	Randall and Kristine Brittich		Sale Date	June 23, 2017
Verification by	Jennifer Heiring (262) 308-5171 RE/MAX Elite		Sale Price	\$105,000 or \$21,000 per Acre
Verification to	Anthony Lockly of LVS		Adjustment	N/A
Date Inspected	October 10, 2017		Adjusted Price	\$105,000 or \$21,000 per Acre

Comments

This site is located on the southeast corner of the intersection of CTH A, on the north, and CTH H, on the west. The land uses in the immediate area consist of several larger tracts of scatter-site homesteads and productive farmland. The buyer purchased this site to build an owner-occupied single-family dwelling. This buildable site was originally listed for 223 Days on Market (DOM) "For Sale" asking \$109,900 or ±\$21,980/acre.

MLS Broker Remarks: Country living with city conveniences. Five acre parcel needs well and already perks for a mound system. In an area of beautiful homes.

ABUTTING PARCEL- LAND SALE NO. 4



View

Tax Parcel & Topographic Map

5313 16th Place, Village of Somers, Kenosha County

Property Identification

Tax Parcel No.	82-4-222-143-0250	Zoning	A-2 General Agricultural
Property Type/Use	Vacant Site	Utilities	Private Well & Septic
Highest & Best Use	Single-family Residential	Frontage	±50' along 16th Place
Gross Land Area	6.790-acres	Visibility	Unobstructed from frontage road
Shape/Topography	Rectangular / Level	Nearby Land Uses	Single-family Residential
Floodplain	None Known	Wetlands	None Known

Sale Data and Sale Price Indicators

Document #	1793400*	Source: DOR, MLS	Condition of Sale	Arm's Length
Grantor	Ventura Family Revocable Trust		Financing	Conventional
Grantee	Matthew M. & Mandy V. Weiss		Sale Date	March 20, 2017
Verification by	Mary L Dixon (262) 945-3315 RE/MAX Elite		Sale Price	\$128,700 or \$18,954 per Acre
Verification to	Anthony Lockly of LVS		Adjustment	N/A
Date Inspected	October 10, 2017		Adjusted Price	\$128,700 or \$18,954 per Acre

Comments

This site is located at the eastern end of 16th Place, a local road. The land uses in the immediate area consist of several larger tracts of scatter-site homesteads and productive farmland. This site measures ±322.60' deep (west-to-east) by ±917' wide (north-to-south) The buyer purchased this site to build an owner-occupied single-family dwelling. This site was originally listed for 238 Days on Market (DOM) "For Sale" asking \$160,000 or ±\$23,564/acre.

The property was held in trust with multiple parties holding interest. The transfer of the full interest required two separate transactions recorded in separate deeds. The deeds were filed as Documents #1793399 and #1793400, with recorded transfer amounts of \$64,350, respectively.

MLS Broker Remarks: 6.79 acres in very quiet spot.

Comparable Land Sales Adjustment Grid Abutting Parcel				
Subject	1	2	3	4
	Adj.	Adj.	Adj.	Adj.
TRANSACTION DATA				
VALUE ESTIMATE / DATE OF SALE	Mar 28, 2018	Jul 10, 2015	Jun 23, 2017	Mar 20, 2017
TAX KEY NUMBER	92-4-122-234-0105	92-4-122-182-0110	82-4-222-092-0206	82-4-222-143-0250
LOCATION	4300 Springbrook Road Village of Pleasant Prairie	11300 Block of Wilmot Rd Village of Pleasant Prairie	8700 Block of 7th Street Village of Somers	5313 16th Place Village of Somers
MUNICIPALITY	Kenosha	Kenosha	Kenosha	Kenosha
COUNTY	Kenosha	Kenosha	Kenosha	Kenosha
ZONING	C-2 Upland Conservancy	A-2 General Agricultural	A-2 General Agricultural	A-2 General Agricultural
HIGHEST & BEST USE	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential
LAND AREA (Acres)	4.190	4.990	5.000	6.790
SALES PRICE	N/A	\$90,000	\$105,000	\$128,700
LAND EXPENDITURES AFTER SALE	N/A	\$0	\$0	\$0
ADJUSTED PRICE	N/A	\$90,000	\$105,000	\$128,700
PRICE PER ACRE		\$17,544	\$21,000	\$18,954
ELEMENTS OF COMPARISON				
PROPERTY RIGHTS	Fee Simple	Fee Simple	Fee Simple	Fee Simple
FINANCING	Conventional	Conventional	Conventional	Conventional
CONDITIONS OF SALE	Arm's Length	Arm's Length	Arm's Length	Arm's Length
MARKET CONDITIONS	Mar 28, 2018	Jul 10, 2015	Jun 23, 2017	Mar 20, 2017
ADJUSTED PRICE PER ACRE		\$18,118	\$21,420	\$19,333
LOCATION	Suburban / CTH Frontage	Rural / CTH Frontage	Rural / CTH Frontage	Rural / Res Cul de Sac
LAND AREA (Acres)	4.190	4.990	5.000	6.790
MUNICIPAL vs. PRIVATE UTILITIES	Muni Water & Muni Sewer	Muni Water & Private Septic	Private Well & Septic	Private Well & Septic
SITE CONFIGURATION	Irregular	Slightly Irregular	Rectangular	Rectangular
SITE CHARACTERISTICS	Slight Slope / Heavily Wooded	Level / Partially Wooded	Level / Open Plain	Level / Open Plain
TOTAL ADJUSTMENT		0%	10%	15%
ADJUSTED VALUE PER ACRE		\$18,246	\$21,030	\$20,300
AVERAGE PRICE PER ACRE		\$21,052	\$24,633	\$20,300
LAND VALUE PER ACRE		\$21,000		
INDICATED MARKET VALUE (RND)		\$88,000		

Explanation of Adjustments to Comparable Sales for Abutting Parcel

As part of the market analysis, an array of economic and physical characteristics that combine to influence a property's market value are considered. However, given the complex nature of the real estate market, some of these characteristics are so closely interrelated that their impacts can be overlapping and difficult to isolate. Under the Sales Comparison Approach, the adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two. Generally, adjustments are most credible when there is sufficient empirical market data to perform a paired sales or statistical analysis that yields a reasonable degree of confidence. However, even in the absence of sufficient empirical market data supportable adjustments can still be derived using reasoned judgment and anecdotal evidence.

Positive and negative percentage adjustments are included on the adjustment grid to derive an estimate of market value. The individual qualitative adjustments are based on a scale calibrated in 5% increments, with a minor adjustment considered to be 5% and a substantial adjustment considered to be 25% or more. The resulting analysis is intended to provide a reasonable and supportable market value estimate.

From the inventory of transactions of parcels suitable for the same type of development as the subject property, a subset was selected as the population from which the subject property is analyzed and valued. The primary selection criteria for comparability were similar highest and best use potential, location and size.

Property Rights: All land sales analyzed involve the purchase of the fee simple interest in the respective property. This is also the basis upon which the subject parcel is being appraised; therefore, no adjustment is required to account for a difference in the property interest purchased.

Financing: The existence of atypical financing and special conditions of sale can also influence the sale price realized. No transactions involving atypical financing are known that may have impacted the sale prices of the comparables relied on in this report.

Conditions of Sale: All sales analyzed were considered arms' length transactions and did not require any adjustments for conditions of sale.

Market Conditions: From the inventory of sale transactions, the comparables presented were selected as the population from which the subject parcel is analyzed and valued. The primary selection criteria for comparability were highest and best use potential, location and size. These comparable sales sold between July 2015 and June 2017. No land sales are knowingly excluded from the analysis that would contribute to a final estimate of value different from that presented in this appraisal.

Based upon the US Bureau of Labor Statistics, the overall Consumer Price Index (CPI) averaged $\pm 2.61\%$ per year or $\pm 0.22\%$ per month from July 2015 through January 2018, date of value. As a proxy, the monthly 0.20% average CPI figure was used as an adjustment for Market Conditions. The number of months between the sale dates for each comparable and the valuation date for the subject property were calculated. The calculated number of months was then multiplied by 0.20% and the resulting figures were rounded up to the nearest whole percentage as the applied market conditions adjustment

Location: Location considers the economic and demographic characteristics of the property's market area, including the degree of conformity and compatibility of the surrounding land uses. Location also considers the intensity and density of development within the competitive market area.

Land Area: Based on market evidence, land sale prices measured on a per acre basis tend to vary based on the overall size of the property being acquired. Typically, smaller parcels sell for a higher price per unit when compared to

otherwise similar, but larger properties. And generally, the converse is also true. These relationships are based on the economic principle of diminishing returns.

Additionally, larger sites generally require a greater investment of both money and time to bring the finished product to market. Therefore, larger projects inherently carry more risk for the investor, since it will generally take longer to be built-out and absorbed by the market. The array of risks inherent in real estate development includes supply and demand market risk, interest rate risk, inflation risk and even political risk. In this analysis, the adjustment for size differences were applied based upon a proportional scale using 5% increments.

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Generally, sites with municipal sanitary sewer and water utilities can economically support more intense development as compared to sites requiring a private on-site septic system and well.

Site Configuration / Utility: One primary goal when subdividing larger tracts of land into individual sites is to maximize the number of lots with buildable areas currently demanded by the market. To achieve this goal, subdivision lots are typically configured as rectangular on through-streets, pie-shaped on cul-de-sacs and irregular when the property boundary lines dictate. Generally, when all else is equal, the order of market desirability in a parcel's shape would be rectangular, pie-shaped and then irregular.

In general, those lots which are easiest and cheapest to build on would be expected to be the most valuable. Approximately rectangular lots are easier and cheaper to build on than lots in irregular shapes, and within those constraints approximately square lots are easier and cheaper to build on than narrow and elongated lots. Additionally, irregular shaped lots could have diminished utility if significant portions of the site are considered surplus land.

Site Characteristics: Generally, when all else is considered equal, sites offering natural amenities such as wooded acreage command a premium over otherwise competitive sites without these amenities.

Valuation Analysis for Abutting Parcel

Land Sale No. 1 – 12522 Green Bay Road, Village of Pleasant Prairie, Kenosha County

This sale comparable is a 2.850-acre site that sold in September 2016 for \$50,000 for \$17,544 per acre. The buyer purchased this site to build an owner-occupied single-family dwelling.

The adjustment for Market Conditions was estimated by calculating the number of months between the sale date for this comparable and the valuation date for the subject property. The calculated number of months was then multiplied by 0.20% and the resulting figure rounded to the nearest 1%.

Generally, when all else is considered equal, sites offering natural amenities such as wooded acreage command a premium over otherwise competitive sites without these amenities. In this instance, this comparable's partially wooded condition was adjusted by a positive 5% to reflect its inferior Site Characteristic. No other adjustments were considered necessary.

Land Sale No. 2 – 11300 Block of Wilmot Road, Village of Pleasant Prairie, Kenosha County

This sale comparable is a 4.990-acre site that sold in July 2015 for \$90,000 for \$18,036 per acre. The buyer purchased this site to build an owner-occupied single-family dwelling.

The adjustment for Market Conditions was estimated by calculating the number of months between the sale date for this comparable and the valuation date for the subject property. The calculated number of months was then multiplied by 0.20% and the resulting figure rounded to the nearest 1%.

The availability of municipal and commercial utility services (i.e. sanitary sewer, water, gas, electricity, cable, etc.) are features that can significantly influence the type and intensity of development that a site can competitively support. Typically, sites with greater utility service capacity command higher market prices per unit of land area, when compared to those with lesser capacity. Generally, sites with municipal sanitary sewer and water utilities can economically support more intense development as compared to sites requiring a private on-site well and septic system. Because this comparable site has municipal water and private septic system, it was considered inferior to the subject property and required a positive 5 percent adjustment under the Municipal vs. Private Utilities attribute.

Generally, when all else is considered equal, sites offering natural amenities such as wooded acreage command a premium over otherwise competitive sites without these amenities. In this instance, this comparable's partially wooded perimeter was adjusted by a positive 5% to reflect its inferior Site Characteristic. No other adjustments were considered necessary.

Land Sale No. 3 – 8700 Block of 7th Street, Village of Somers, Kenosha County

This sale comparable is a 5.000-acre site that sold in June 2017 for \$105,000 for \$21,000 per acre. The buyer purchased this site to build an owner-occupied single-family dwelling.

The adjustment for Market Conditions was estimated by calculating the number of months between the sale date for this comparable and the valuation date for the subject property. The calculated number of months was then multiplied by 0.20% and the resulting figure rounded to the nearest 1%.

The availability of municipal and commercial utility services (i.e. sanitary sewer, water, gas, electricity, cable, etc.) are features that can significantly influence the type and intensity of development that a site can competitively support. Typically, sites with greater utility service capacity command higher market prices per unit of land area, when compared to those with lesser capacity. Generally, sites with municipal sanitary sewer and water utilities can economically support more intense development as compared to sites requiring a private on-site well and septic system. Because this comparable site has a private well and private septic system, it was considered inferior to the subject property and required a positive 10 percent adjustment under the Municipal vs. Private Utilities attribute.

Generally, when all else is considered equal, sites offering natural amenities such as wooded acreage command a premium over otherwise competitive sites without these amenities. In this instance, this comparable’s open plain was adjusted by a positive 10% to reflect its inferior Site Characteristic. No other adjustments were considered necessary.

Land Sale No. 4 – 5313 16th Place, Village of Somers, Kenosha County

This sale comparable is a 6.790-acre site that sold in March 2017 for \$128,700 for \$18,954 per acre. The land uses in the immediate area consist of several larger tracts of scatter-site homesteads and productive farmland. The buyer purchased this site to build an owner-occupied single-family dwelling.

The adjustment for Market Conditions was estimated by calculating the number of months between the sale date for this comparable and the valuation date for the subject property. The calculated number of months was then multiplied by 0.20% and the resulting figure rounded to the nearest 1%.

Given this comparable’s location on a low-traffic, residential subdivision cul-de-sac, as compared to the subject’s CTH frontage this comparable was adjusted downward by 10 percent for its superior location.

The availability of municipal and commercial utility services (i.e. sanitary sewer, water, gas, electricity, cable, etc.) are features that can significantly influence the type and intensity of development that a site can competitively support. Typically, sites with greater utility service capacity command higher market prices per unit of land area, when compared to those with lesser capacity. Generally, sites with municipal sanitary sewer and water utilities can economically support more intense development as compared to sites requiring a private on-site well and septic system. Because this comparable site has a private well and private septic system, it was considered inferior to the subject property and required a positive 10 percent adjustment under the Municipal vs. Private Utilities attribute.

Generally, when all else is considered equal, sites offering natural amenities such as wooded acreage command a premium over otherwise competitive sites without these amenities. In this instance, this comparable’s open plain was adjusted by a positive 10% to reflect its inferior Site Characteristic. No other adjustments were considered necessary.

Reconciliation of the Asking Price for the Assembled Parcel

Overall the comparable sales selected for this analysis were considered to provide a good indication of the market value for the subject property. All required adjustments are supported by market evidence and reasoned judgment.

The range in market conditions adjusted land prices varies between \$18,246 and \$21,420 per acre of land area. After adjusting for identified differences, the sales indicated a unit value ranging from \$18,246 and \$24,633 per acre, with an average (mean) price of \$21,052 per acre. In the final reconciliation, all selected comparables were relied upon in rendering a final value conclusion of \$21,000 per acre.

Following consideration of the factors analyzed, it is concluded that the indicated price is as follows:

	Assembled Parcel: (acres)	4.190
x	Unit Value per acre:	\$21,000
=	Value of Assembled Parcel:	\$88,000

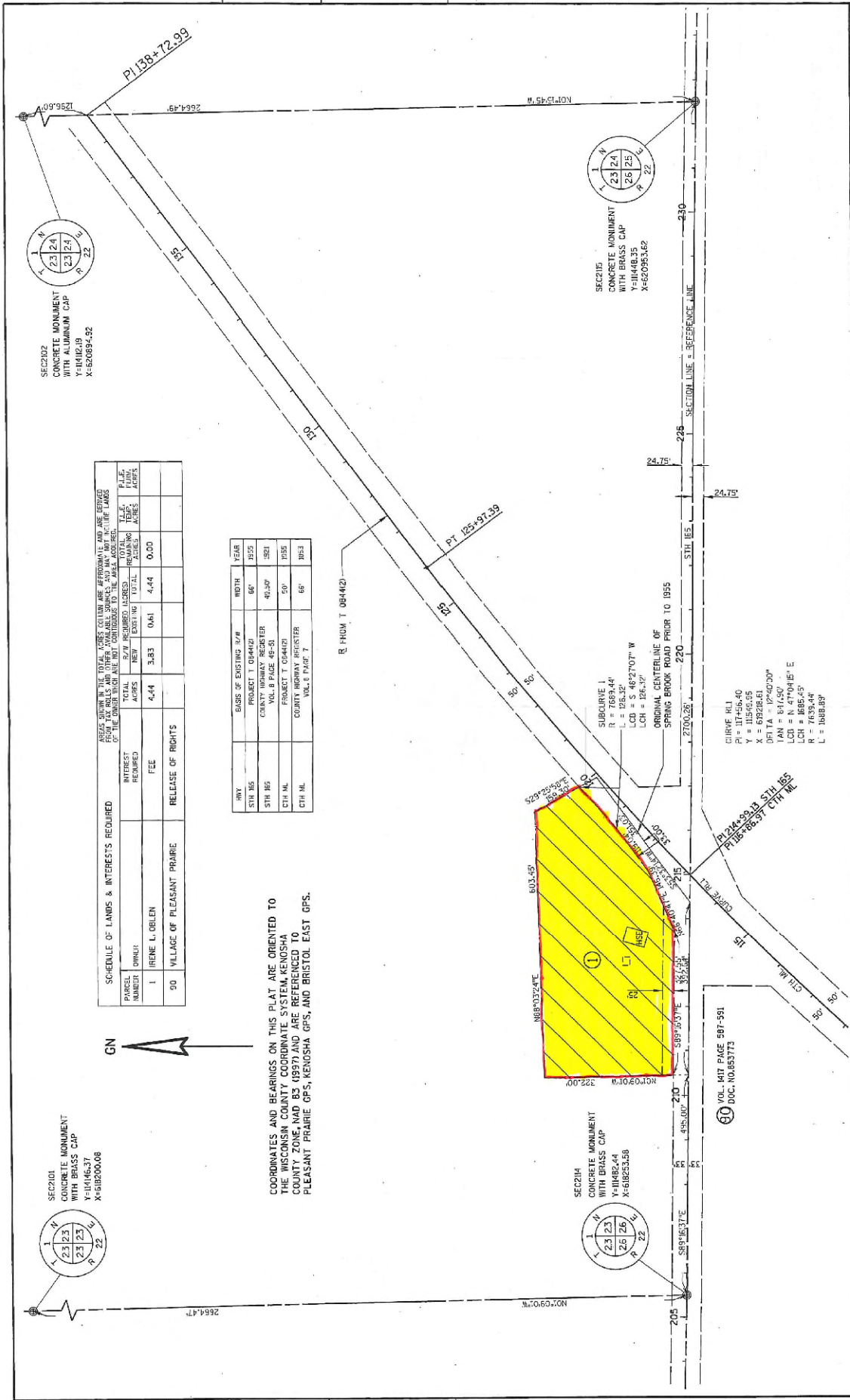
Contributory Value of Limited Marketable Surplus Parcel

Given that the Surplus Parcel has limited marketability, the contributory value of the site is not intended to be an estimate of its market value, but rather to serve as an estimate of the market derived asking price. The concluded asking price is to be used in future negotiations for the disposition via private sale.

For this analysis, the Before and After Value Method was applied. This method has similarities with the before and after approach used in partial acquisitions; however, in the case of surplus property, the property adjacent to the surplus property is first valued independently, and then it is valued as assembled with the surplus property. The difference between the two values is the contributory value of the surplus property. The added value resulting from this assemblage can be greater than (plottage value), equal to or less than the value identified across-the-fence.

	Value of Assembled Parcel:	\$114,500
-	Value of Abutting Parcel:	\$88,000
=	Contributory Value of Limited Marketable Surplus Parcel:	\$26,500

ADDENDA



SEC2101
CONCRETE MONUMENT
WITH BRASS CAP
Y=10446.37
X=516020.08

SEC2102
CONCRETE MONUMENT
WITH ALUMINUM CAP
Y=10402.19
X=516029.32

SEC2103
CONCRETE MONUMENT
WITH BRASS CAP
Y=10446.37
X=516020.08

SEC2104
CONCRETE MONUMENT
WITH BRASS CAP
Y=10482.44
X=516253.58

PLEASE ADVISE THE TOWN, TOWNSHIP OR PERSONAL AND USE DERIVED FROM TAX MAPS AND OTHER AVAILABLE SOURCES, AND MAY BE SUBJECT TO CHANGE OF THE OWNER WHICH ARE NOT CONTRIBUTIVE TO THE AREA'S HISTORICAL CHARACTER.

PARCEL NUMBER	OWNER	INTEREST REQUIRED	TOTAL ACRES	REMAINING ACRES	FILE NUMBER	FILE DATE
1	IRENE L OBLEN	FEE	4.44	0.61	4.44	0.00

RELEASE OF RIGHTS

HWY	BASE OF EXISTING R/W	WIDTH	YEAR
STH 165	PROJECT 1 034402	66'	1955
STH 165	COUNTY HIGHWAY REGISTER VOL. 8 PAGE 49-51	40.50'	1921
CTH ML	PROJECT T 034402	50'	1955
CTH ML	COUNTY HIGHWAY REGISTER VOL. 8 PAGE 1	66'	1953

COORDINATES AND BEARINGS ON THIS PLAT ARE ORIENTED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, KENOSHA COUNTY ZONE, NAD 83 03970 AND ARE REFERENCED TO PLEASANT PRairie GPS, KENOSHA GPS, AND BRISTOL EAST GPS.

REVISION DATE	DATE MAR. 20, 2007	SCALE, FEET	0 100 200	HWY: S.T.H. 165	STATE R/W PROJECT NUMBER 3738-00-20	PLAT SHEET 4.02
	GRID FACTOR N/A			COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

FILE NAME : I:\N\Projects\02_3738001\51604602.plt
 PLOT DATE : 27-MAR-2007 13:37
 PLOT BY : ceterpc
 PLOT SCALE : 100.000000:1.000000
 WISDOT/CADDIS SHEET 75 3738-00-20 4.02

LEGAL DESCRIPTION

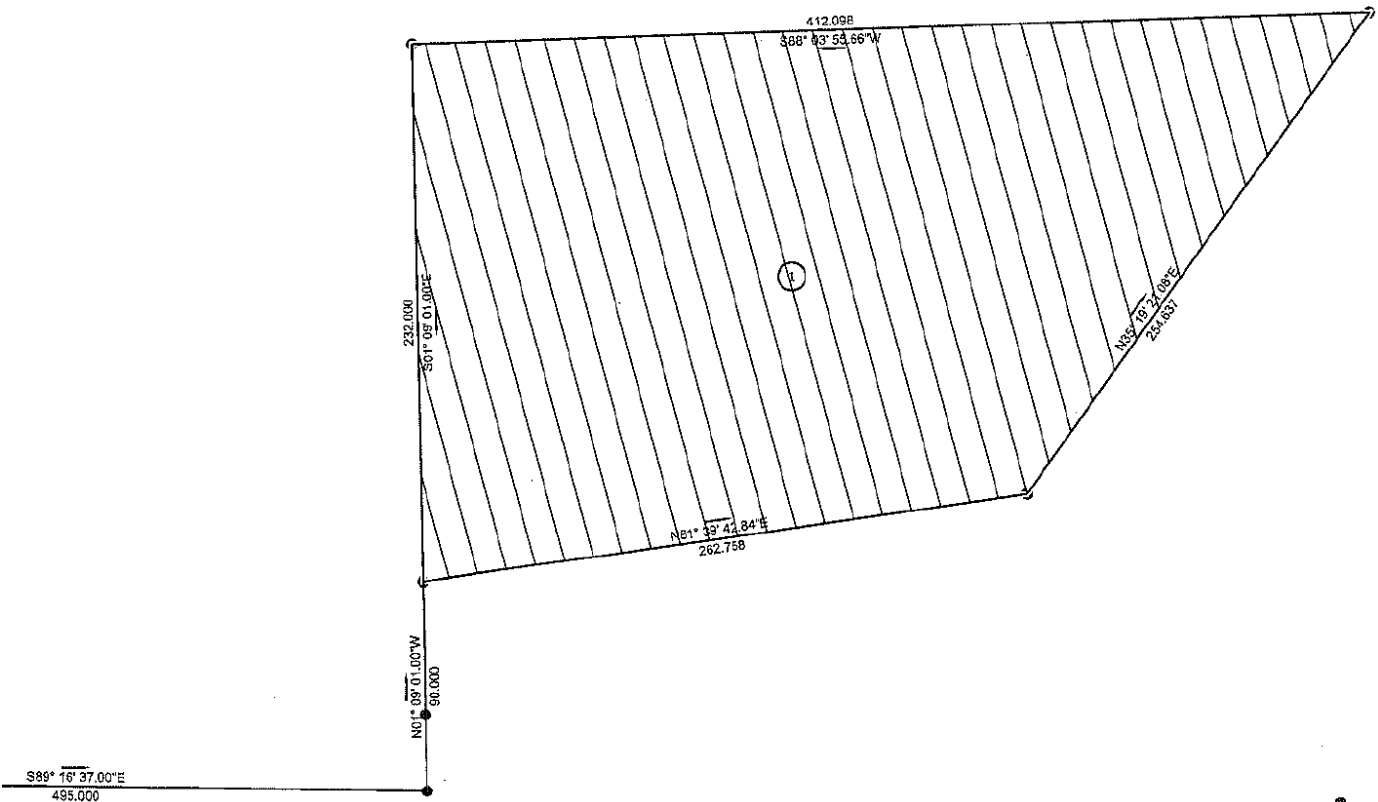
A tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, described as follows:

Commencing at the Southwest corner of said Southeast 1/4; thence South 89°16'37" East 495.00 Feet along the south line of said Southeast 1/4; thence North 1°09'01" West on a line parallel with the West line of said 1/4 Section 90.00 feet to the Point of Beginning; thence continue North 1°09'01" West on a line parallel with the West line of said 1/4 Section 232.00 feet; thence North 88°03'24" East 412.10 feet; thence South 35°18'52" West 254.69 feet; thence South 81°39'43" West 262.76 feet to the point of beginning.

This parcel contains **1.65 acres**, more or less.

No access shall accrue between the above described parcel to S.T.H. 165 or C.T.H. ML



APPRAISAL ORDER REQUEST - SURPLUS PARCEL

RE1046 03/2017

Wisconsin Department of Transportation

Note: All items marked by an asterisk are required.*

*Requested by: Scott Dellenbach		*Date requested: 8/3/2017
*Phone #: 414-870-8820 / email: scott.dellenbach@dot.wi.gov		*Desired delivery date: ASAP
*Region: Southeast	*Project ID: 3738-00-20	*Parcel #: 1
*Review appraiser: TBD		*Phone #: / email:

*Suggested surplus property appraisal report format:
 Appraisal Report Non-Complex (RE1006 [abbreviated]); Appraisal Report Complex (RE1008 [full narrative]);
 Other:

*Preliminary marketing category determination:
 general marketable; limited marketable; non-marketable

~ Be sure a parcel exists in READS and the information is current ~

Assignment information

*Property address: Intersection of STH 165/CTH ML	*Municipality: Pleasant Prairie	*County: Kenosha
*Property type: Vacant (land only)	*Subject property size: 1.65 acres	
*Tax ID or adjacent tax ID: Previous 92-4-122-234-0300		
*Existing use: <input type="checkbox"/> agricultural; <input type="checkbox"/> commercial/retail; <input type="checkbox"/> industrial; <input type="checkbox"/> residential-multi family; <input type="checkbox"/> residential-single family; <input type="checkbox"/> special purpose; <input checked="" type="checkbox"/> other: vacant		
*Interests selling (i.e., fee simple, access, other): Fee Simple		
Improvements (check all that apply): <input type="checkbox"/> driveway; <input type="checkbox"/> fencing; <input type="checkbox"/> irrigation equip.; <input type="checkbox"/> landscaping; <input type="checkbox"/> off-premise sign; <input type="checkbox"/> on-premise sign; <input type="checkbox"/> parking spaces; <input type="checkbox"/> primary bldg. improvement; <input type="checkbox"/> secondary bldg. improvement; <input type="checkbox"/> other:		

***Describe all restrictions that apply to subject property**

Access: NO ACCESS

Billboards:

Buildings/structures:

Public use/transportation use:

Other restrictions:

Other features, circumstances, uses or issues

contamination; parking; leases; site improvements (well, septic, fence, etc.); offers on property; listings on property; other:

Check all that are available and provide electronic copies (include additional details/comments, if/where necessary)

Acquisition appraisal:

*Copy of original plat - highlighted:

Deed where WisDOT purchased property:

*Exhibit displaying legal description (i.e., plat of survey, CSM, other survey exhibit)

*If an individual has requested to purchase:

- Adjacent certified survey map (CSM):
- Adjacent deed:
- *Adjacent owner name: Nicholas Mitcheff
- *Adjacent owner contact info. - phone #: 847-456-4747 / email:
- *Request letter and any other pertinent information:

*Landlocked conditions, if any: NO ACCESS

*Legal description with restrictions:

Negotiation Diary (RE2058 - READS template):

Photos of parcel:

Land Inventory Diary (RE1047 - READS template):

Region sign-off sheet:

Other items attached: Cultural resources review

Additional comments:

TERMS and DEFINITIONS
for
BASIC PRINCIPLES of VALUE

The following principles, which have evolved from economic doctrine, form the foundation for the concepts of value and highest and best use.

Anticipation

The principle of anticipation holds that value is simply a function of the present worth of future benefits, that is, people are paying current dollars for future benefits. These future benefits may take the form of intangibles, as seen in the example below.

Balance

The principle of balance relates both to the property as well as the environment in which the property is located. Related to the property itself, this principle holds that value is achieved and maintained when all elements are in proper proportion.

The principle of balance also relates to land use. Under the optimum land use concept, there would be a proper blend of single-family residences, apartments, complementary shopping centers, nearby employment centers, and reasonably accessible recreational facilities. Conversely, a neighborhood that features no convenient access to shopping, places of worship, or employment would be considered inferior and result in lower demand and in lower prices.

Conformity

The principle of conformity is similar to the principle of balance, but it relates more to real estate characteristics. It holds that maximum value is achieved and maintained when there is reasonable conformity and not monotonous uniformity among properties.

Contribution

The principle of contribution holds that the value of a component is a function of its contribution to the whole rather than as a separate component. The cost of an item does not necessarily equal its contributory value.

Related to the principle of contribution is the concept of interim use. At a certain point in time, improvements no longer contribute to overall property value because of age, loss in functional utility, change in land economics, or other factors. Identification of the exact point in time when the improvements do not contribute to value is virtually impossible. Properties usually go through a transition period in which the improvements are utilized on an interim basis prior to ultimate site redevelopment.

Increasing and Decreasing Returns

The principle of increasing and decreasing returns relates to the principle of balance as well as to the principle of contribution. This principle holds that as capital units are added, a certain point is reached where the added units do not contribute value commensurate with their costs.

Change

The principle of change holds that as time and market conditions change, so does supply and demand for real estate, and thus, the value of real estate. All elements around us are constantly in a state of change, and a valuation represents a photograph at a certain point in time within its constantly changing environment. It is important to remember that the appraiser's role is to report market reaction in this constantly changing environment, recognizing buyers' and sellers' anticipation of changing conditions rather than emphasizing the appraiser's own perception.

Substitution

The principle of substitution is the basis for all decisions made by real estate buyers and should thus be the basis of every appraisal and every appraiser's thought process. Substitution is the process of identifying alternatives that would satisfy the same need, want, or desire. A prudent purchaser would pay no more for a home than it would cost him or her to build or buy another one. Substitution keeps the market in balance.

Consistent Use Theory

Consistent use theory involves the concept that land cannot be valued under one highest and best use while the improvements are valued based on another highest and best use.

Opportunity Costs

The principle of opportunity costs holds that money allocated to a certain use cannot be used for an alternative.

Utility

Utility relates to a product or service's ability to satisfy a want, need, or desire. It is essential that an item have utility to have value; hence, it must have a use to the consumer.

TERMS and DEFINITIONS for SURPLUS LAND APPRAISALS

as defined by the *Wisconsin Real Estate Program Manual*

provided by

Bureau of Technical Services-Real Estate (BTS-RE), Wisconsin Department of Transportation (WisDOT)

Updated 03/17

The definitions in this section are divided into three groups. The first two groupings describe key terms specific to the surplus property administrative process, those being: determination of a property's surplus classification; the appropriate marketing category for each classification; and, the appropriate disposal action for each marketing category. Many of these terms are also relevant in the valuation process but have their roots in surplus property administration. The third grouping of definitions is more clearly intended for use in the valuation process.

6.5.2.1 Surplus Property Classifications

When a request to purchase WisDOT land is received from a potential buyer(s), or when an inventoried parcel is initially researched and analyzed, the parcel must first be classified in order to determine if it can be sold. These classifications are included in READS on the Classification tab.

- **Non-surplus land** - Parcels appearing on the property inventory but, because an analysis concludes they have potential for a future transportation-related use, are retained in WisDOT ownership.
- **Remnant held** - This is a temporary classification assigned to inventoried remnant parcels if a surplus or non-surplus classification is not yet determined. These parcels will be reclassified as surplus or non-surplus once the project, for which the property was acquired, is completed.
- **Single abutter hold** - A parcel, initially classified as surplus land (marketing category non-marketable), which has been offered to and rejected by the one abutting property owner. Upon rejection, the surplus property (non-marketable) is reclassified as single abutter hold. This designation is reviewed annually to determine whether the circumstances have change sufficiently to make an additional attempt to sell the property.
- **Surplus land** - In property management, land under the jurisdiction of WisDOT that is determined to be unnecessary for any present or anticipated future transportation purpose. This can include land acquired in conjunction with a highway project (see Remnants definition below) or land that was originally acquired for public transportation or transportation-related improvement project purposes, but after subsequent review and analysis is determined to be no longer necessary.
- **Surplus property rights** - A proposed surplus sale may be for land and/or buildings, but it may also include only property rights held by WisDOT, whose sale does not negatively affect the adjacent transportation facility. Typical examples include access rights or scenic easement rights. Surplus property rights are not openly marketed but will be considered for conditional sale to an underlying fee holder upon request. Sale of any property right is processed in the same manner as the sale of surplus land.
- **Wetland (DNR) mitigation parcels** - Parcels purchased or placed in use for wetland mitigation purposes that will exist in the inventory until final disposition is accomplished, usually as a transfer of ownership, and management responsibilities to the Wisconsin Department of Natural Resources. See 6.5.8.2.4 Transfer of Wetland Mitigation Parcels.

6.5.2.2 Marketing Categories and Appropriate Disposal Action

Surplus lands and surplus property rights will generally fall into one of three broad marketing categories for which a specific type of disposal is prescribed (in READS, see 'Marketing' tab). The regional property manager will identify a preliminary marketing category in the Appraisal Order Request - Surplus Parcel (RE1046). If, as part of their highest and best use analysis, the appraiser identifies a marketing category for the surplus parcel that differs from the preliminary determination, the appraiser must communicate their findings to the regional property manager before proceeding with their appraisal.

- **General marketable surplus** - Stand-alone parcels containing characteristics of independent utility (separate entity), allowing for productive use without the need for assemblage to another parcel of land. Any parcel, vacant or improved, that has a perceived or real value within the marketplace can be considered general marketable.

Values identified for general marketable surplus property are defined as market value.

Disposal action: General marketable surplus is generally disposed of through a public sale, unless a government agency or entity has requested the parcel for a qualifying public or transportation related use, in which case a private sale is permitted.

o Public sale - Disposal of surplus highway property through sale or transfer by offering to the general public by sealed bid sale, auction or broker listing.

o Private sale - Disposal of surplus highway property rights to a specific governmental body where such a sale or transfer is determined to be in the best interest of the state. See 6.5.8.2 Private Sale or Transfer.

Disposal of general marketable surplus property through private sale or transfer will occur only to:

1. Another governmental body for a qualifying public or transportation use;
2. Mitigate damages to a project parcel (i.e., severance or relocation); or,
3. Parcels purchased or placed in use for wetland mitigation purposes that will exist in the inventory until final disposition is accomplished, usually as a transfer of ownership.

• **Limited marketable surplus** - Parcels of land lacking those characteristics, necessary for independent development. These parcels may have a potential for assemblage with two or more abutting properties. Values identified for limited marketable surplus property are defined as contributory value.

Disposal action: Limited marketable surplus disposal requires that each abutting property owner be provided the opportunity to submit a bid. Preparation of bid packets and the process itself is conducted much like a public sale; except, there is no advertising and packets are sent only to the abutters. Limited marketable surplus is generally disposed of through a private sale. See 6.5.9 Limited Marketable Property Disposal.

• **Non-marketable surplus** - Parcels of land lacking those characteristics, necessary for independent development. These parcels have the potential for assemblage with only one abutting property. Values identified for non-marketable surplus property are defined as contributory value.

Disposal action: Non-marketable surplus is generally disposed of through a private sale to an abutting owner. The procedures for the private sale of non-marketable surplus property fall into one of three subcategories:

1. Inventoried, non-marketable property valued at \$1,000 or less (see 6.5.10.1.1 Parcels Valued at \leq \$1,000).
2. Inventoried, non-marketable property valued at more than \$1,000 (see 6.5.10.1.2 Parcels Valued at $>$ \$1,000).
3. Non-inventoried parcels, non-marketable property (see 6.5.10.2 Disposal of Non- Inventoried Parcels, Non-Marketable Property).

6.5.2.3 Definitions Specific to Appraisal / Valuation

• **Assemblage** - The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process may create plottage value.

1. The combining of separate properties into units, sets, or groups (i.e., integration or combination under unified ownership).
2. The highest and best use of a limited or non-marketable property, whether surplus in nature or not, where value is linked to the combining of two or more parcels into one ownership or use.

• **Appraisal** - The act or process of developing an opinion of value; an opinion of value. An appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., Not more than, more than, not less than) to a specific amount.

• **Appraisal report** - Any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client upon completion of an assignment.

• **Assessed valuation method** - A method of calculating the unit value of a surplus property by analyzing the assessed values of the abutting parcels. Use of this method is restricted to limited marketable and non-marketable surplus

property with a preliminary value estimate that is \$15,000 or less. This method is not appropriate where the abutting properties have assessment classifications that differ from each other, or if they differ from the surplus property (if an assessment classification has been assigned).

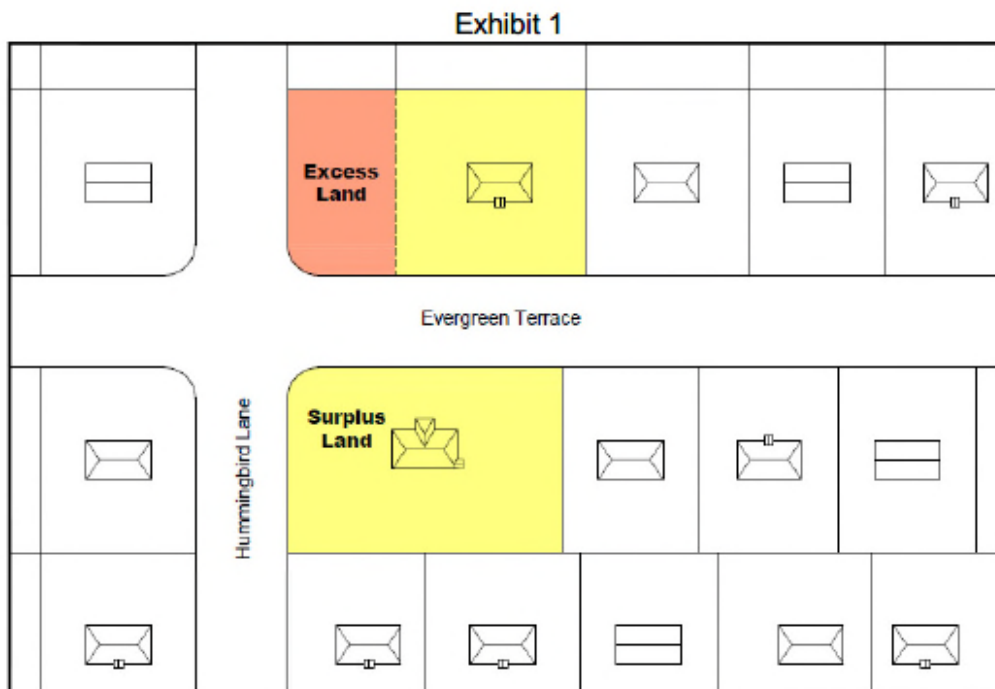
This method is also not appropriate if the assessment classifications of the abutting properties includes agricultural (non-farmstead), undeveloped (waste or marshland), or agricultural forest. This method is not considered an appraisal.

- **Average unit of comparison method** - A method of calculating the unit value of a surplus property by analyzing a minimum of three comparable property sales and identifying an average unit of comparison (square foot, acre, etc.) and a corresponding unit value. Use of this method is restricted to surplus property that cannot be valued using the assessed valuation method and which has a preliminary value estimate that is \$1,000 or less. This method is not considered an appraisal.

- **Contributory value** - 1) A type of value that reflects the amount a property or component of a property contributes to the value of the property as a whole. In the valuation of limited or non-marketable surplus property, the component of a property would be represented by the surplus property being valued. 2) The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. The reference to a change resulting from the addition of a property component is reflective of the before and after method of valuing surplus property utilizing a hypothetical condition whereby the surplus property is combined with an adjacent parcel. The reference to a change resulting from the deletion of a property component is reflective of the before and after concept of partial acquisitions.

Contributory value, as defined above, does not recognize the effects of market limitations, or the cost/effort associated with assembling the individual components of a property. For this reason, contributory value is an appropriate definition of value for appraising limited and non-marketable surplus property, with a highest and best use as assemblage with an adjacent parcel.

- **Excess land (in appraisal):** Land that is not needed to serve or support a property's existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (See example in Exhibit 1 below.)



For project management: Wisconsin Statute Chapter 84.09(1), in part, states that "The department may purchase or accept donations of remnants of tracts or parcels of land existing at the time or after it has acquired portions of such tracts or parcels by purchase or condemnation for transportation purposes where in the judgment of the department such action would assist in making whole the landowner, a part of whose lands

have been taken for transportation purposes and would serve to minimize the overall costs of such taking by the public." The "remnants of tracts" identified above is commonly referred to as excess land in the acquisition process; also referred to as an economic remnant as detailed in 3.3.1.2 of this manual.

Exposure time - Estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Landlocked parcel - A parcel of land that has no legal access to a road or highway; typically considered to be non-marketable or to have a limited marketability.

• **Market value** - The cash price that a willing buyer and a willing seller would agree upon, given reasonable exposure of the property to the marketplace, full information as to the potential uses of the property, and no undue compulsion to act. This concept is only true when the value being achieved is for a separate entity. n Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
 2. Both parties are well-informed or well-advised, and acting in what they consider their best interests;
 3. ** A reasonable time is allowed for exposure in the open market;
 4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;
 5. Price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- ** USPAP Standard 1-2(c)(iv) states, in part, "When exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion."

• **Plottage value** - The increment of enhancement to value that often occurs when two or more sites are combined to produce greater utility, resulting in a higher productivity or income than could be obtained from the individual smaller sites. This concept could be restated as being reflective of a situation where the value of the whole exceeds the value of the sum of the parts, and the plottage value is equal to the value of the whole less the value of the sum of the parts.

Example of plottage (enhancement to) value: A fast-food restaurant property is incapable of supporting a drive-thru on-site. The inability of the fast-food site to accommodate a drive-thru has an adverse effect on its market value. WisDOT owns a strip of abutting surplus land that, if assembled with the fast-food site, would allow for the incorporation of a drive-thru thereby enhancing the market value of the site beyond the simple contributory value of the additional square footage. The original fast-food site would possess additional square footage as well as experience a value increase with the elimination of the adverse condition of not being able to support a drive-thru.

The value determined for the adjacent strip is established as the extent to which the fast-food property value is enhanced through its assemblage with the surplus parcel.

• **Remnant** - 1) A remainder that has negligible economic utility or value due to its size, shape, or other detrimental characteristics; 2) A parcel acquired through the right of way acquisition process not required for the public transportation or transportation-related improvement project itself but which, as the result of the acquisition, has become uneconomic or undesirable for the owner to retain. Remnants are inventoried

upon acquisition and designated as either non-surplus or surplus until project construction is complete, when their status is re-evaluated. Also, see REPM/3.3.1.1 Uneconomic Remnants.

- **Surplus land**

Land that is not currently needed to support a property's existing or highest and best use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel (see Exhibit 1 above).

In property management: Definitions of surplus property classifications, marketing categories and disposal actions used by property managers are described under 6.5.2.1 Surplus Property Classifications and in 6.5.2.2 Marketing Categories and Appropriate Disposal Actions.

The State of Wisconsin Department of Safety and Professional Services

Hereby certifies that
ANTHONY L LOCKLY
was granted a certificate to practice as a
**CERTIFIED GENERAL APPRAISER ELIGIBLE TO APPRAISE FEDERALLY
RELATED TRANSACTIONS IS AQB COMPLIANT**

*in the State of Wisconsin in accordance with Wisconsin Law
on the 11th day of February in the year 1993.*

The authority granted herein must be renewed each biennium by the granting authority.

*In witness thereof, the State of Wisconsin
Department of Safety and Professional Services
has caused this certificate to be issued under
its official seal.*



Laura E. Gutierrez
Secretary

This certificate was printed on the 17th day of November in the year 2017

Anthony L. Lockly
Certified General Appraiser (CGA)
alockly@lockly-valuation.com - (414) 793-6507

Work Experience:

- 2008 to Present **Owner of Lockly Valuation Services, LLC, Milwaukee, WI**
Provides valuation and consulting services for real estate acquisition, disposition, financing, income tax reporting, property tax disputes and proposed development projects throughout Wisconsin. Specializing in eminent domain valuation and litigation support.
- 2014 to 2016 **Deputy Assessor - City of Brookfield Assessor's Office, Brookfield, WI**
Supervised assessment staff in systematic data collection, statistical analysis and computerized assessment of \$6.7 billion in personal property and real estate value. Developed computerized valuation systems and write appraisal standards and procedures. Served as an expert witness during pre-trial board-of-review cases.
- 2007 to 2009 **Manager of Appraisal Services - Allstate Insurance Corp Northbrook, IL**
Managed appraisal review processes for loan orientation. Supervised risk mitigation team of 12 loan analysts to complete internal appraisals for all commercial real estate collateral. Established Securities and Exchange Commission investment-rating for each of the portfolio's 1,000 commercial mortgages totaling \$10.5 billion in market value.
- 2006 to 2007 **VP of Product Development/Senior Appraiser & Assessment Technologies, Menomonee Falls, WI**
Coordinated product development, marketing and sales for property tax management and valuation software. Managed strategic planning of service offerings and coordinated the development of potential markets. Appraised commercial properties throughout southeastern Wisconsin.
- 2005 to 2006 **Senior Valuation Consultant - American Appraisal Assoc., Milwaukee, WI**
Provided valuation and consulting services for real estate acquisition, disposition, financing, income tax reporting, property tax disputes and proposed development projects throughout the United States.
- 1990 to 2005 **Senior Property Appraiser – City of Milwaukee Assessor's Office, Milwaukee, WI**
Annually appraised over 500 commercial properties in Milwaukee's Central Business District, with an accumulative value of over \$1.3 billion. Property types included Class-A offices, convention hotels, parking ramps, mixed-use retail and residential projects. Experienced in pre-trial board-of-review case preparation and defense, as well as, valuation dispute resolution.

Education:

- 1981 — 1985 **Cornell University - Ithaca, NY - Bachelor of Science**
Economics
- 2003 — 2005 **University of Wisconsin — Milwaukee - GIS Certificate Candidate**
Geographical Information Systems
- 2000 — 2002 **Milwaukee Area Technical College - A.A.S.**
Computer Network Administration
- 2007 — 2010 **H&R Block, Inc — Tax School**
Completed over 160 Credit Hours in federal and state income tax law and reporting methodology for individuals and small businesses clients.

Licenses and Certifications:

Certified General Appraiser - State of Wisconsin
Real Estate Broker - State of Wisconsin
Assessor II - State of Wisconsin
Tax Specialist 2 - H&R Block

Price is what you pay, Value is what you get!

ASSUMPTIONS, LIMITING CONDITIONS and CONTINGENCIES

The analyses and opinions set forth in this report are subject to the following assumptions and limiting conditions:

- This is a summary narrative appraisal report, which is intended to comply with the general reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Appraisal Practice (USPAP). As a summary, this report contains only a synopsis of the data, opinions and reasoning used by the appraisers in concluding the market value. Additional information is retained within the appraiser's file.
- This is an appraisal in summary narrative standard abbreviated format completed invoking the jurisdictional exception (governmental provision) of USPAP. Per Section A-12 of the Uniform Appraisal Standards for Federal Land Acquisitions publication, the appraiser is instructed to "disregard any changes in a property's neighborhood brought about by the government's project. These instructions are contrary to USPAP Standards Rule 1-3(a), which requires appraisers to identify and analyze the effect on use and value of existing land use regulations and probable modifications thereof, and to Standards Rule 1-4(f), which requires appraisers to analyze the effect on value of anticipated public improvements located on or off site. Therefore, the instructions to appraisers in these Standards in this regard are considered jurisdictional exceptions".
- The appraiser only used data that would reflect the market conditions and investor expectations around the date of valuation.
- The valuation estimates and market or feasibility conclusions apply only to the property specifically identified and described in this report.
- No responsibility is assumed for the legal description or for matters including legal or title considerations. The property is appraised as though free of all encumbrances, and the title is assumed to be good and marketable unless otherwise stated.
- No survey of the boundaries of the property was undertaken. All area dimensions furnished are presumed to be correct.
- Information contained in this appraisal has been gathered from sources that are believed to be reliable. No responsibility is assumed for the accuracy of information supplied by others.
- We assume no responsibility for economic or physical factors that may affect the opinions herein stated which might occur at some date after the date of value. Forecasts of future events that influence the valuation process are predicated on the continuation of historic and current trends in the market.
- The property is appraised assuming it to be under responsible ownership and competent management.
- Except as specifically stated, data relative to size and area, were taken from sources considered reliable. No encroachment of real property improvements is considered to exist.
- No opinion is intended to be expressed on matters that require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.
- This appraisal is predicated on the assumption that the appraisers did not observe the existence of hazardous material that may or may not be present on the property, unless otherwise stated. The appraisers have no knowledge of the existence of such material on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of asbestos or other potentially hazardous materials may affect the value of the property. The value estimate herein is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such condition or for any expertise or engineering knowledge required to discover them.
- We have inspected, as far as possible, the land and improvements thereon; however, it was impossible to personally inspect the conditions beneath the soil or structural components of the improvements; therefore, no representation is made as to these matters unless specifically considered in the report.
- Maps, plats and exhibits included herein are for illustration purposes only, as an aid in visualizing matters discussed within the appraisal. They should not be considered surveys nor relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from this report.

- It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report. Unless otherwise stated in the report, no environmental impact studies were either requested or made in conjunction with this report. The appraiser reserves the right to alter, amend, revise, or rescind any opinions of value based upon any subsequent environmental impact studies, research, or investigation.
- The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more ADA requirements. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
- It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for the use on which the value estimate contained in this report is based.
- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- Any value estimates provided in the report apply to the entire property, and any prorating or division of the total into fractional interests will invalidate the value estimate, unless such prorating or division of interests has been set forth in the report.
- This report may contain prospective financial information, estimates or opinions that represent the appraisers' view of expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or as assurances that a particular level of income or profit will be achieved, that events will occur, or that a particular price will be offered or accepted. This appraisal is based on market conditions existing as of the date of the appraisal.
- We shall not be required, by reason of this report, to give testimony or to be in attendance in court or any governmental or other hearing with reference to the property without prior arrangements having first been made with us relative to such additional employment.
- Neither all nor any part of the contents of this report (especially any conclusions as to value or the identity of the appraisers) shall be reproduced or disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal.
- The report is based on estimates, assumptions, and other information developed from research of the market, knowledge of the industry, and meetings during which you or your representatives provided us with certain information. These data are assumed to be reliable, but no responsibility, whether legal or otherwise, is assumed for their accuracy.
- Under the terms of the engagement, we will have no obligation to revise this report to reflect events or conditions that occur subsequent to the date of the appraisal. However, we will be available to discuss the necessity for revision resulting from changes in economic or market factors affecting the subject.
- No third parties other than the client may rely upon this appraisal for any purpose whatsoever. This appraisal was prepared specifically for the client, to whom this appraisal is addressed.
- All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is assumed to be under responsible, financially sound ownership and competent management.
- The liability of the appraiser, employees and subcontractors is limited to the client only. There is no accountability, obligation or liability to a third party. If this report is placed in the hands of anyone other than the client, the client

shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiencies of the property

- Acceptance and/or use of this report constitutes acceptance of the foregoing assumptions and limiting conditions.

WB-13 VACANT LAND OFFER TO PURCHASE

~~LICENSEE DRAFTING THIS OFFER ON~~ _____ ~~(DATE)~~ ~~IS~~ ~~(AGENT OF BUYER)~~
~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ ~~STRIKE THOSE NOT APPLICABLE~~

GENERAL PROVISIONS The Buyer, Village of Pleasant Prairie
_____, offers to purchase the Property
known as [Street Address] Village Green (See Addendum A)
in the Village of Pleasant Prairie, County of Kenosha, Wisconsin (Insert
additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

PURCHASE PRICE: Three Million Seven Hundred Thousand
Dollars (\$ 3,700,000.00).

EARNEST MONEY of \$ 0 accompanies this Offer ~~and is held in escrow~~ ~~with the listing broker~~
~~will be mailed to the Seller or personally delivered within~~ ~~_____ days of acceptance to the listing broker~~

THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
date of this Offer not excluded at lines 18-19, and the following additional items: _____

NOT INCLUDED IN PURCHASE PRICE: _____

CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

ZONING: Seller represents that the Property is zoned: Buyer to confirm zoning

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
or before October 20, 2018. Seller may keep the Property on the

market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS

OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"

OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

(1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
named at line 40 or 41.
Seller's recipient for delivery (optional): Martin S. Hanley, President
Buyer's recipient for delivery (optional): Nathan R. Thiel, Village Administrator

(2) **Fax:** fax transmission of the document or written notice to the following telephone number:
Seller: (_____) Buyer: (_____)

(3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
delivery to the Party's delivery address at line 49 or 50.

(4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
Delivery address for Seller: 6400 Shafer Court, Suite 225, Rosemont, IL 60018
Delivery address for Buyer: 9915 39th Avenue, Pleasant Prairie, WI 53158

(5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

personal, family or household purposes; each consumer providing an e-mail address below has first consented electronically
to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
E-Mail address for Seller (optional): mhanley@land-and-lakes.com
E-Mail address for Buyer (optional): nthiel@pleasantprairiewi.gov

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller
constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) ~~other than those~~
65 ~~identified in the Seller's disclosure report dated XX which was received by Buyer prior to~~
66 ~~Buyer signing this Offer and which is made a part of this Offer by reference~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than December 28, 2018
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and _____.

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)
81 Current assessment times current mill rate (current means as of the date of closing)
82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
84

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are no leases

97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
244 **deadlines provide adequate time for performance.**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**
327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____.

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon ~~(Buyer obtaining)~~ (Seller providing) **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within 21 days of acceptance, at ~~(Buyer's)~~ (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: See Addendum A

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of (1) Buyer's receipt of the map, or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies (1) the significant encroachment, (2) information
363 materially inconsistent with prior representations, or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer **except:** _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and no others.

424 _____
425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
 466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
 467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 470 ~~(2) terminate the Offer and have the option to (a) request the earnest money as liquidated damages, or (b) sue for~~
 471 ~~actual damages.~~

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or
 474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
 479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
 486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
 487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
 497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
 498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
 501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
 502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached Addendum A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Timothy J. Geraghty, Godin Geraghty Puntillo Camilli, S.C., Attorney for Village of

536 Pleasant Prairie _____ on _____
Village of Pleasant Prairie

537 (x) _____
538 Buyer's Signature ▲ Print Name Here ► John Steinbrink, Village President Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

Mt. Pleasant LLC By: Land & Lakes Development Co.

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► Martin S. Henley Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO VACANT LAND OFFER TO PURCHASE

This Addendum A is attached to and a part of that certain Vacant Land Offer to Purchase (the "Offer") submitted by the Village of Pleasant Prairie ("Buyer") for the purchase of the property commonly known as "Village Green" as more particularly described below ("Property"). In the event of any conflict between the terms of the Offer and this Addendum A, the terms of this Addendum A shall control. The Offer and this Addendum A are sometimes referred to herein collectively as the "Agreement".

1. The Property consists of approximately 72.066 acres in the Village of Pleasant Prairie and includes all of the land covered by the following Kenosha County Tax Parcel Numbers: 92-4-122-234-0400, 92-4-122-234-0115, 92-4-122-234-0116, 92-4-122-234-0017, and 92-4-122-234-0119. The full legal description for the Property shall be provided in the title insurance commitment and survey.
2. Seller agrees to indemnify Buyer for any claim for brokerage commissions or finder's fees asserted by any person, firm or corporation claiming to have been engaged by the Seller in connection with the sale of the Property. Buyer agrees to indemnify Seller for any claim for brokerage commissions or finder's fees asserted by any person, firm or corporation claiming to have been engaged by the Buyer in connection with the purchase of the Property.
3. The date when the Seller has accepted the Agreement (which has been signed by the Buyer) and delivered a fully signed copy of the accepted Agreement to the Buyer shall be referred to herein as the "Effective Date".
4. Within ten (10) days after the Effective Date, the Seller shall deliver to the Buyer copies of Seller's site plans for the Property, Property Condition Reports, existing Phase I environmental site assessments and any other environmental tests or inspections, existing leases and rental agreements, and Seller's existing title report and survey for the Property (collectively the "Due Diligence Materials"), to the extent Due Diligence Materials are in the possession or control of the Seller.
5. The term "Due Diligence Period" shall commence on the Effective Date and shall end at 11:59 p.m. CST on the date which is the 60th day after the Effective Date. During the Due Diligence Period (and thereafter through Closing if Buyer does not terminate this Agreement prior to the end of the Due Diligence Period), Buyer, through its agents, employees and independent contractors ("Buyer's Agents"), shall have the right to enter the Property for the purpose of inspecting the same and performing, at Buyer's sole cost and expense any appraisals, engineering, environmental, zoning, or other inspections or tests determined by the Buyer. Buyer shall provide Seller with at least 24 hours advance notice of its desire to access the Property for such inspections or tests. Seller agrees to reasonably cooperate and allow Buyer's Agents reasonable access to the Property for the purposes permitted herein. Buyer agrees to indemnify, hold harmless and defend the Seller from and against any loss, liability, causes of action, damages,

costs, expenses, attorneys' fees or loss incurred by them because of any activity on the Property by the Buyer's Agents. The terms of the immediately preceding sentence shall survive the termination of the Agreement. Notwithstanding the foregoing, the foregoing agreement of indemnity shall not apply to any loss or liability to the extent caused by any negligence or willful misconduct of the Seller or affiliate of the Seller, a pre-existing condition on the Property, or the mere discovery of a condition on the Property by the Buyer. If, prior to the end of the Due Diligence Period, the Buyer, in its sole and absolute discretion, for any reason or no reason at all, decides not to purchase the Property, Buyer may terminate this Agreement by delivering written notice of termination to the Seller and returning the Due Diligence Materials to the Seller prior to the expiration of the Due Diligence Period. Upon such termination, Seller and Buyer shall be released of all further obligations and liability under this Agreement, except for those which expressly survive termination.

6. Within twenty-one (21) days after the Effective Date the Seller shall obtain and deliver to Buyer an ALTA/ACSM Land Title Survey, dated subsequent to the Effective Date and prepared by a registered land surveyor. The survey map shall comply with the current standards of land title surveys of the American Land Title Association and the National Society of Professional Appraisers and shall show the legal description of the property, the property's boundaries and dimensions, visible encroachments upon the Property, location of improvements, location of easements, total acreage or square footage and access to dedicated streets. Such survey shall be in a satisfactory form and accompanied by any required surveyor's certificate sufficient to enable the removal of the standard survey exception from the title policy.
7. The Seller shall be solely responsible for the costs of the survey, title insurance commitment, assessment letters, GAP insurance and a title insurance policy in the full amount of the purchase price, together with the endorsement necessary to remove the survey exception. The parties agree that each shall pay one-half (1/2) of the title company's escrow fees for closing the transaction. All other costs and expenses related to the sale shall be allocated as normally paid by a buyer and seller in Kenosha County, Wisconsin, except as expressly provided otherwise in the Offer or this Addendum A to the contrary.
8. A vacant house and garage ("Existing Buildings") are located on the portion of the Property identified as Tax Parcel Number 92-4-122-234-0400. Buyer agrees that the Existing Buildings shall remain on the Property and that Seller is under no obligation to remove the Existing Buildings. Seller's predecessor in title previously entered into that certain License Agreement dated September 13, 2017, with The Cottages at Village Green, LLC ("CVG"), a copy of which agreement is attached hereto as Exhibit 1 ("License Agreement"). Pursuant to the terms of the License Agreement, CVG granted a license to access and use a portion of the Property identified as Tax Parcel Number 92-4-122-234-0119 to store topsoil in connection with CVG's development of Outlot 9 of Village Green Heights

Subdivision. At the time of closing, Seller will assign the License Agreement to Buyer.

9. EXCEPT FOR ANY REPRESENTATIONS CONTAINED IN THIS AGREEMENT, BUYER ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT: (A) SELLER HAS MADE NO REPRESENTATIONS, WARRANTIES OR PROMISES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PROPERTY INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, HABITABILITY, ACTUAL OR POTENTIAL VALUE, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, LAYOUT, PRESENCE OF HAZARDOUS SUBSTANCES OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO BUYER; (B) THAT BUYER IS ACCEPTING POSSESSION OF THE PROPERTY ON THE DATE OF CLOSING "AS-IS, WHERE-IS WITH ALL FAULTS" WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE; (C) BUYER HAS HAD ACCESS TO THE PROPERTY AND TO INFORMATION RELATING TO THE PROPERTY THAT BUYER CONSIDERS NECESSARY, PRUDENT OR APPROPRIATE FOR THE PURPOSES OF THIS TRANSACTION AND BUYER AND BUYER'S AGENTS HAVE SUFFICIENTLY AND INDEPENDENTLY INSPECTED, EXAMINED AND INVESTIGATED THE PROPERTY AND THE INFORMATION RELATED THERETO; AND (D) EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, AT THE TIME OF CLOSING, SELLER IS NOT LIABLE, RESPONSIBLE FOR OR BOUND BY (AND BUYER HAS NOT RELIED ON) ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, COVENANTS, GUARANTEES, INFORMATION OR INDUCEMENTS PERTAINING TO THE PROPERTY FURNISHED BY SELLER OR ANY AFFILIATE, AGENT OR REPRESENTATIVE OF SELLER.

BUYER:

Village of Pleasant Prairie

By: _____
John Steinbrink
Village President

SELLER:

Mount Pleasant LLC

By: _____
Martin S. Hanley
Title: _____

EXHIBIT 1
LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into this 13th day of September, 2017 ("Effective Date"), by and between Prairie Place, LLC, a Delaware limited liability company ("Prairie") having offices at 6400 Shafer Court, Suite 325, Rosemont, IL 60018 and The Cottages at Village Green, LLC, a Wisconsin limited liability company ("CVG") having offices at 600-52nd Street, Suite 200, Kenosha, WI 53140.

RECITALS:

- A. CVG is developing Outlot 9 of Village Green Heights Subdivision in Pleasant Prairie, Wisconsin ("Outlot 9");
- B. Prairie owns the property located adjacent to Outlot 9 and has agreed to grant a license to CVG for the portion of Prairie's property depicted on Exhibit A attached hereto ("Licensed Area") where CVG can temporarily store top soil in connection with the development of Outlot 9, all as more specifically provided herein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The Recital paragraphs set forth above are hereby incorporated in this Agreement as if set forth in the provisions below.
2. **Grant of License.** Prairie hereby grants to CVG a license to access and use the Licensed Area for the temporary storage of top soil in connection with the development of Outlot 9 and for no other purpose ("License"). The grant of such License shall be contingent on the delivery by CVG of all requisite village approvals and satisfactory evidence of the insurance required hereunder. CVG will have ingress and egress to and from the Licensed Area through Outlot 9 as designated by Prairie from time to time. During the Term (as that term is defined in Paragraph 3 hereof) of this Agreement, Prairie may require relocation of the Licensed Area at its sole discretion and for whatever reason Prairie deems necessary or appropriate. If Prairie so elects to relocate the Licensed Area, then this Agreement will apply to the relocated Licensed Area and such relocated Licensed Area shall be deemed to be the Licensed Area for purposes hereof. Without the prior written approval of Prairie, CVG: (i) will make no alterations or other improvements to the Licensed Area; and (ii) will not install any signage on any portion of the Licensed Area. Notwithstanding any other term or condition contained in this Agreement, in the event that the performance of any of CVG's operations has any potential adverse environmental impact on the Licensed Area or the balance of Prairie's property, Prairie may deny CVG the right to continue its operations hereunder and terminate this Agreement, which right shall be in Prairie's reasonable discretion. All costs associated with CVG's operations, including, without limitation, labor, fuel, equipment maintenance, repair and replacement, will be paid by CVG. Prairie has no obligation to install or contribute to any improvements to the Licensed Area, and CVG accepts the Licensed Area on the Effective Date in its "AS-IS, WHERE-IS" condition.
3. **Term.** The term of this Agreement ("Term") shall begin on the Effective Date and end on the fourth (4th) anniversary of the Effective Date, subject to the terms of this Paragraph 3. This Agreement may be terminated by Prairie (or at the request of the Village of Pleasant Prairie to Prairie) upon ten (10) days' written notice to CVG for any reason.
4. **Obligations upon Expiration or Termination.** Upon expiration or termination of this Agreement whether by lapse of time or otherwise, CVG will, by no later than thirty (30) days following such expiration or termination, quit the Licensed Area, remove the topsoil, leave the Licensed Area in the same condition as when CVG was afforded access thereto, reasonable wear and tear excepted. Notwithstanding the

foregoing, if CVG is unable to remove the topsoil within thirty (30) days despite using commercially reasonable efforts and due to circumstances beyond its control, CVG shall be afforded additional time to remove the topsoil in Prairie's reasonable discretion. Any damage caused by removal of CVG from the Licensed Area shall be repaired and paid for by CVG. For purposes of establishing the condition of the Licensed Area at the time when CVG is afforded access thereto, Prairie will take photographs of the Licensed Area (and surrounding area) as of the Effective Date and will provide copies of such photographs to CVG. CVG may inspect the Licensed Area with Prairie at that time to confirm the accuracy of the photographs. If CVG does not agree that the photographs are accurate, it will so indicate to Prairie at the time of such inspection, failing which, CVG will be deemed to have agreed that the photographs accurately reflect the condition of the Licensed Area at that time. If CVG fails to quit the Licensed Area in accordance with the requirements of this Paragraph 4, then Prairie may, but is not required to, take such actions as may be necessary to effectuate such requirements and all costs incurred by Prairie in connection therewith shall be paid by CVG to Prairie upon demand. The terms of this Paragraph 4 shall survive the expiration or termination of this Agreement.

5. Fees, intentionally deleted.
6. Utilities. No utility services to the Licensed Area are required in connection with CVG's operations, and Prairie has no obligation to make any utilities available to CVG. Prairie shall be in no way liable to CVG for any damage or cost to CVG due to the unavailability of utilities to the Licensed Area.
7. Maintenance, Repair and Replacement. Except as otherwise expressly provided herein, CVG agrees, at its sole cost, to maintain the Licensed Area in good order and repair consistent with comparable facilities, suffering no waste or injury to the Licensed Area, and to comply with all nuisance control requirements applicable to the site, including, without limitation, dust, noise, and odor and in compliance with all applicable laws. CVG will not permit the Licensed Area to be used in a manner which impairs Prairie's right, title and interest therein or in such manner which give rise to a claim of adverse possession or dedication of the Licensed Area. CVG shall not use the Licensed Area contrary to applicable laws or in any manner which will render the insurance thereon void or the insurance risk more hazardous or constitute a public or private nuisance (including, without limitation, a nuisance or disturbance to owners, tenants and occupants of neighboring properties), and CVG agrees that it will, promptly on discovery of such prohibited use, immediately notify Prairie and take all necessary steps to discontinue such use. CVG shall not, at any time, suffer or permit any lien, attachment or encumbrance to be imposed upon the Licensed Area or the balance of Prairie's property by reason of any claim or demand against CVG or anyone claiming by, through or under CVG. In furtherance thereof, CVG agrees to execute lien waivers, releases or such other documentation with respect to its operations on the Licensed Area at such time and in such form as may be reasonably requested by Prairie, and Prairie shall have the right to take such action as it deems necessary to effect the release of any such liens, attachments or encumbrances in the event that CVG fails to do so and to charge CVG for all amounts expended in connection therewith.
8. Erosion Control. CVG agrees, at its sole cost, to be responsible for erosion control and stabilization of the Licensed Area, including, without limitation, silt fencing, erosion control blankets and seeding, as required by all applicable federal, state and local governmental authorities, and as reasonably determined by Prairie and/or such governmental authorities. CVG also agrees, at its sole cost, to be responsible for any Notice of Intent, Notice of Termination and SWPP plans, if necessary.
9. Insurance; Indemnification. CVG will maintain, at its own expense, insurance coverage required in the reasonable discretion of Prairie during the entire Term of this Agreement. CVG will promptly report to Prairie any and all accidents, damages or losses related to its operations that occur on or about the Licensed Area resulting in personal injury or death or damage to property and will promptly send to Prairie copies of all

notices or other process served on CVG which affect or might affect Prairie. To the fullest extent permitted by applicable Laws, CVG will indemnify, hold harmless and defend Prairie and its managers, members, officers, contractors, affiliates, agents, servants, employees, successors and assigns (collectively, "Prairie Related Parties") from and against any and all claims, liabilities, damages, expenses and losses (including, without limitation, attorneys' fees, court costs and litigation expenses ("Legal Expenses")) that Prairie and Prairie Related Parties incur by reason of or in connection with loss of life, personal injury, disease (including, without limitation, occupational disease) or property damage arising from or out of any occurrence resulting from: (i) CVG's performance (or failure to perform) its operations or any other duty hereunder; or (ii) any other acts or failure to act by CVG, its agents, employees, subcontractors, directors, officers, shareholders, partners or invitees occurring at or otherwise in connection with the Licensed Area. The foregoing indemnity shall be construed so as to extend to all of the Legal Expenses, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by Prairie and Prairie Related Parties in connection therewith, shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this provision and shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable under Workers' Compensation Acts, disability benefit acts or other employee benefit acts. CVG acknowledges and agrees that the indemnification obligations under this Paragraph 9 are separate from and not limited by CVG's responsibility to obtain, procure and maintain the insurance described on Exhibit B attached hereto. The terms of this Paragraph 9 shall survive the expiration or termination of this Agreement.

10. **Assignment.** CVG is prohibited from assigning, transferring or pledging this Agreement or subcontracting its operations without Prairie's prior written consent.
11. **Governing Law; Venue.** This Agreement shall be governed and construed under the laws of Wisconsin without regard to its conflicts of law principles. Each party hereto hereby irrevocably and unconditionally: (i) consents to submit to the exclusive jurisdiction of the courts of the State of Wisconsin and of the United States of America located in Kenosha County, Wisconsin, for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby.
12. **Legal Expenses.** If legal action is initiated to enforce or interpret this Agreement, the prevailing party is entitled to recover its Legal Expenses incurred in enforcing or defending its rights or taking other legal action or seeking legal advice in connection with this Agreement or pursuing claims or defending itself against claims by the other party or third parties with respect to this Agreement. The "prevailing party" is the party that receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise.
13. **Waiver of Trial by Jury.** PRAIRIE AND CVG EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES HEREUNDER, CVG'S USE OF THE LICENSED AREA AND/OR ANY CLAIM OF INJURY OR DAMAGE.
14. **Relationship of the Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, or any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any such relationship, and Prairie shall not be deemed in any way or for any purpose, the partner, employer, principal or agent of or with CVG. Assets of Prairie or Prairie Related Parties which are partnerships or limited liability companies do not include assets of the partners or members of such entities, and any negative capital account of such partner or member and any

obligation of such partner or member to contribute capital to such partnership or limited liability company shall not be deemed to be assets of said partnership or limited liability company.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date:

THE COTTAGES AT VILLAGE GREEN, LLC,
a Wisconsin limited liability company

By: Dale K. Stravel

Title: Managing Member

PRAIRIE PLACE, LLC, a Delaware
limited liability company

By: Lewis & Loeb Development Co. As:
Manager

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

THE COTTAGES AT VILLAGE GREEN, LLC,
a Wisconsin limited liability company

By: _____

Title: _____

PRAIRIE PLACE, LLC, a Delaware
limited liability company

By: *Land + Lakes Development Co. LLC*
By: *Walter Stanley* _____ *Manager*

Title: *President* _____

EXHIBIT A

LICENSED AREA

00221911.DOC 10/08/2007 12:00:00

EXHIBIT B

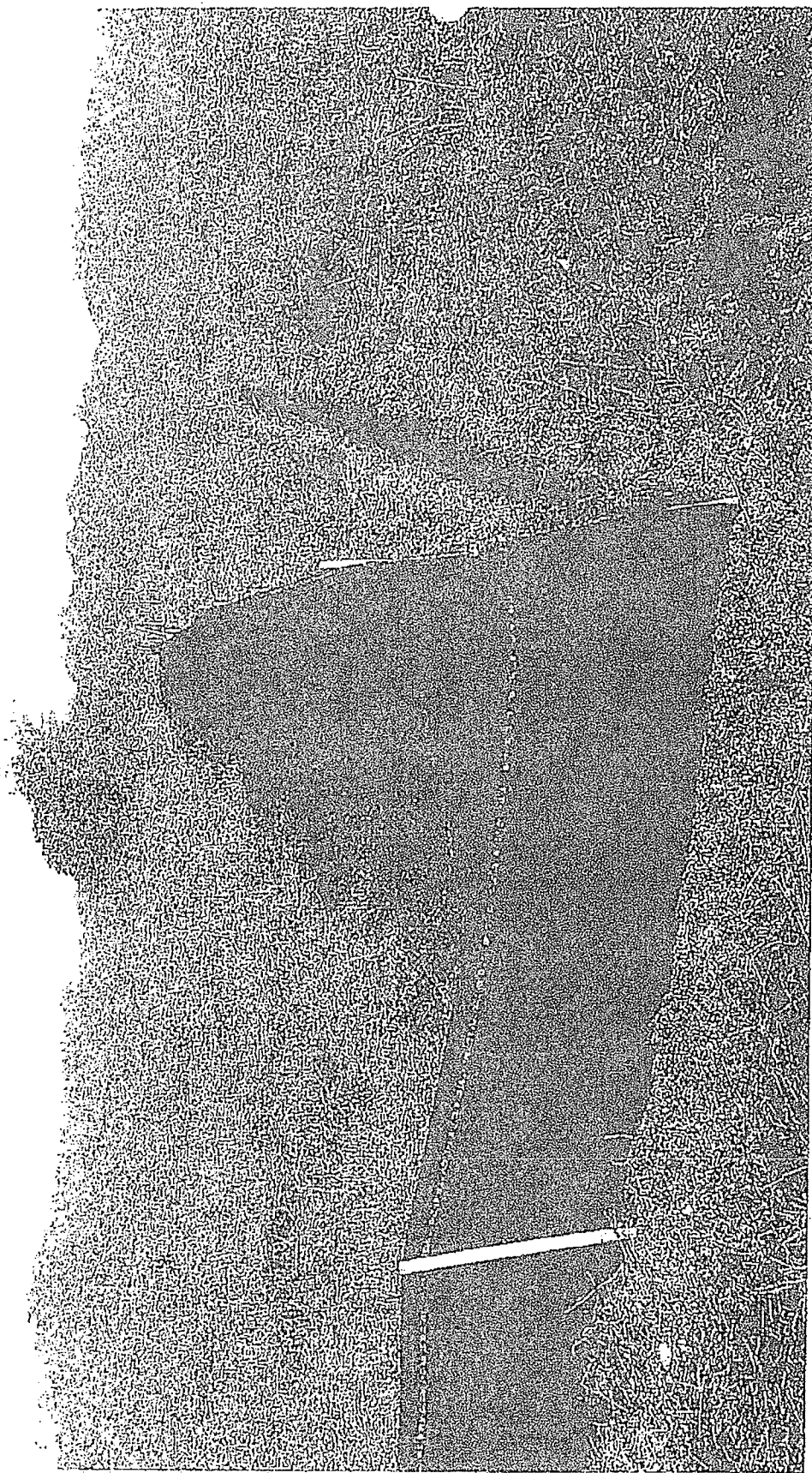
INSURANCE REQUIREMENTS

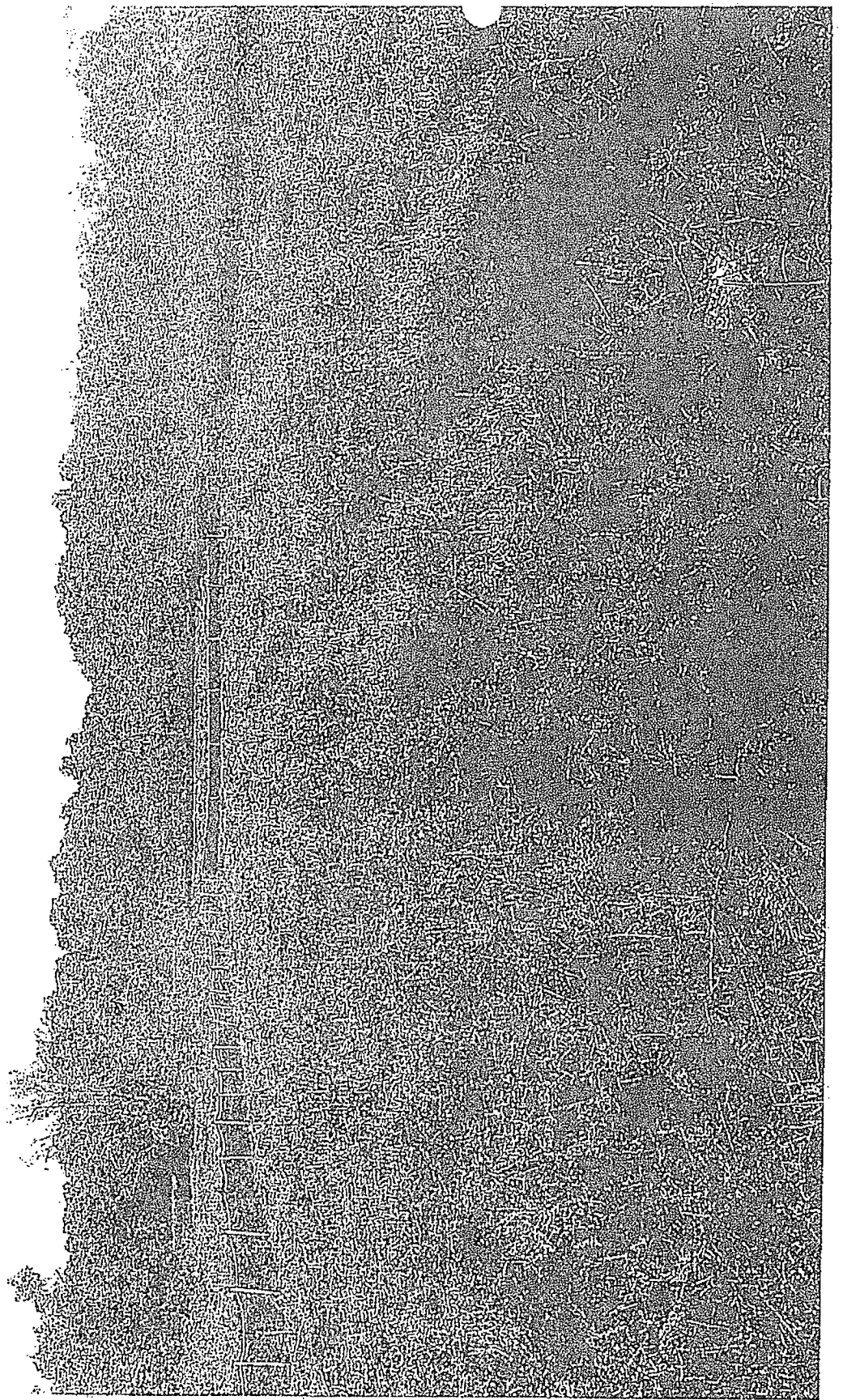
CVG shall maintain, at its own expense, the following insurance coverages:

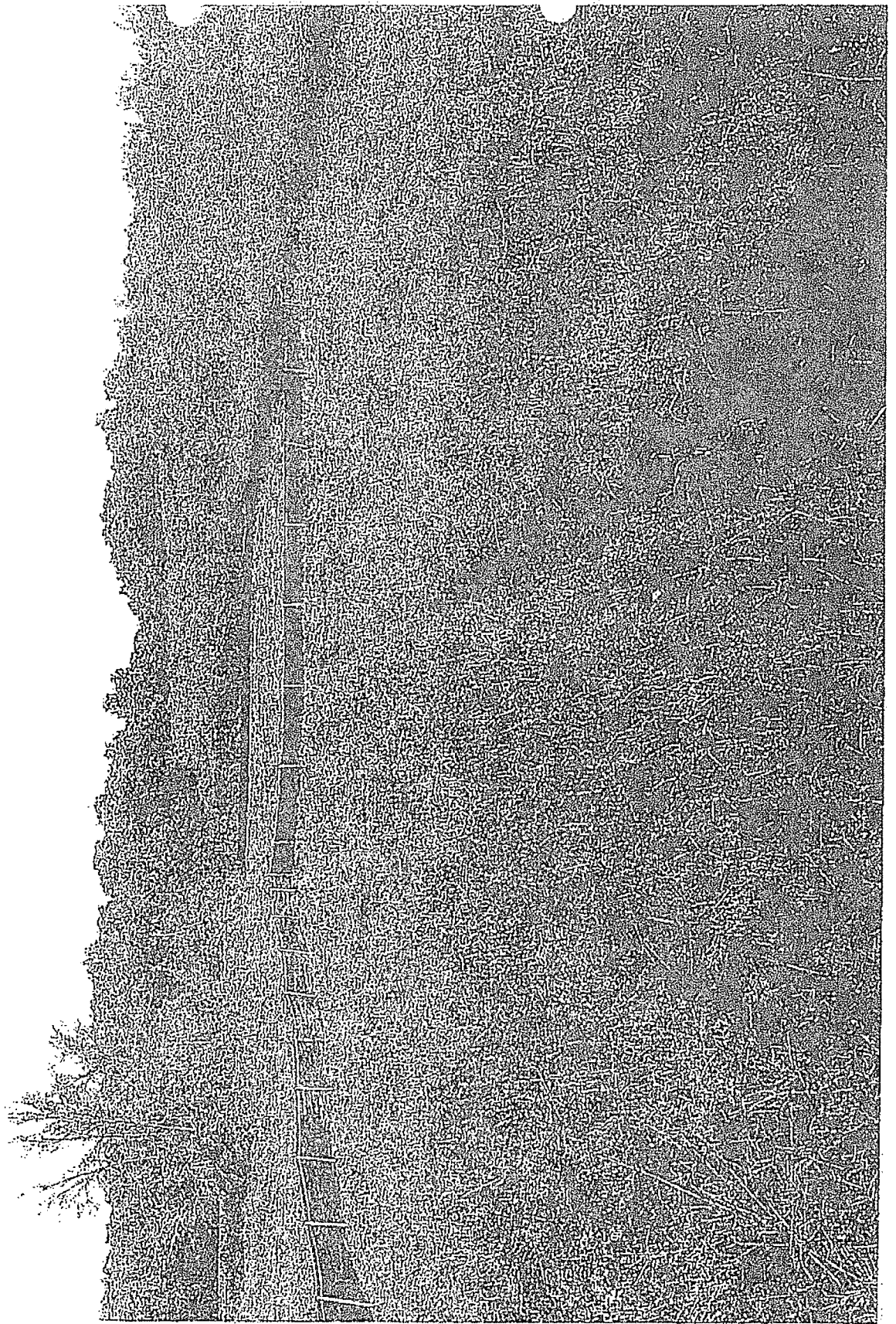
- (i) Worker's Compensation
 - (a) Statutory in accordance with the laws of the State of Illinois, including Voluntary Compensation, Broad Form all States Endorsement.
 - (b) Above to include employer's liability insurance at a limit of not less than \$1,000,000.00 each accident/injury, \$1,000,000.00 each employee/disease, \$1,000,000.00 disease/policy limits.
- (ii) General Liability
 - (a) Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000 combined single limit per occurrence and \$2,000,000.00 in the aggregate.
 - (b) Above to include Blanket Contractual Liability, Products/Completed Operations, Independent Customers, Broad Form Property Damage, Personal Injury (Employee Exclusion deleted), "X", "C" and "U" Exclusions deleted, incidental Medical Malpractice and Host Liquor.
- (iii) Automobile Liability
 - (a) Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000.00 Combined Single Limit.
 - (b) Above to include Employer's Owned, Non-Owned and Hired Car Coverage.
- (iv) Umbrella Liability
 - (a) \$2,000,000.00 each occurrence and in the aggregate in excess of item (ii) above.

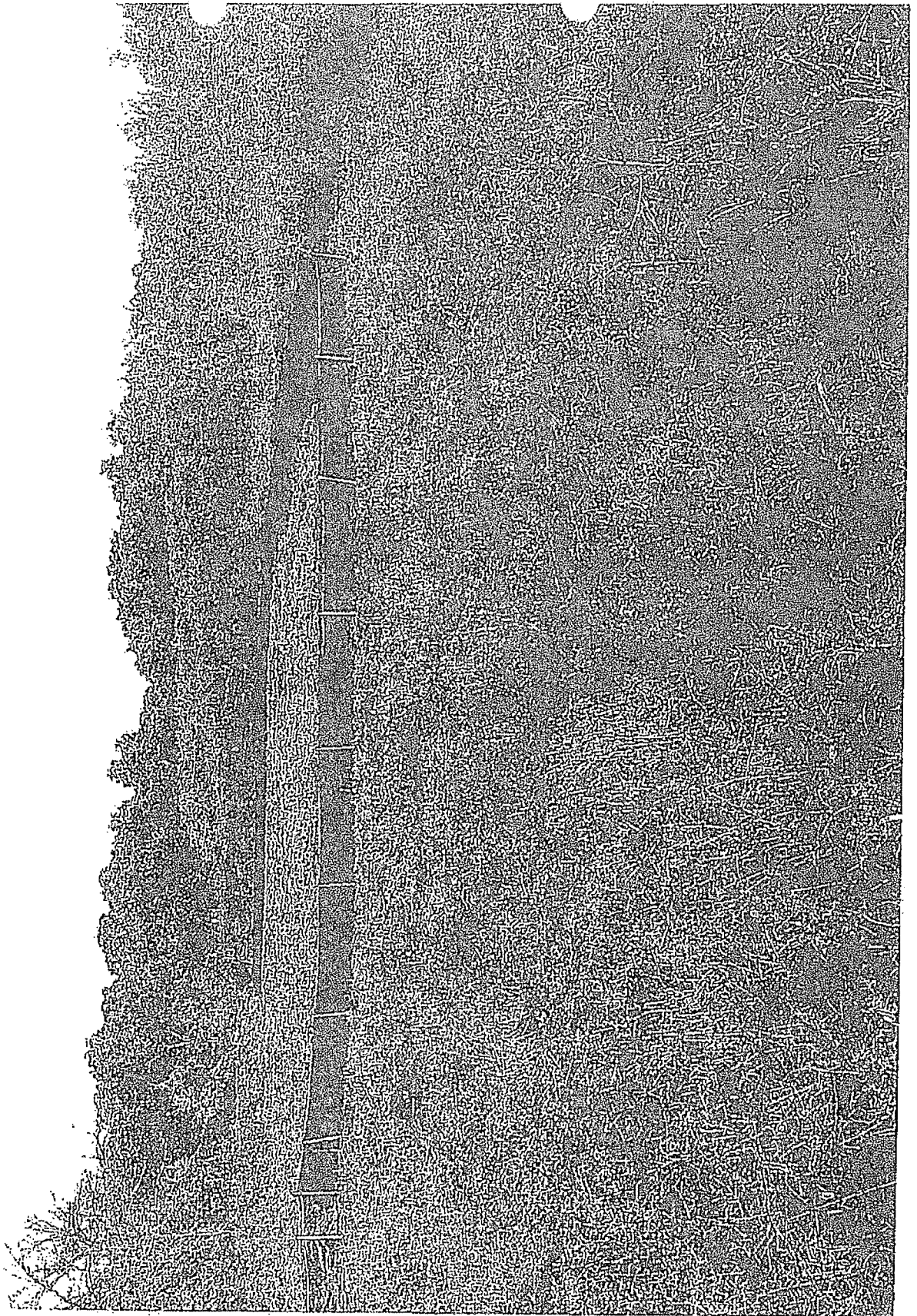
CVG shall also include Prairie Place, LLC, The Marie N. Cowhey Trust dated August 30, 1978, and The Primary Marital Trust under the James J. Cowhey Trust dated August 30, 1978 (collectively, the "Indemnitees") as additional insureds under the coverage described in Subsections (ii) and (iv) above. The coverage afforded under CVG's policies shall be primary insurance and the additional insureds shall be non-contributory and with respect to the Indemnitees, there shall be severability of interests under said insurance policies for all coverages provided thereunder. CVG shall submit valid certificates evidencing the effectiveness of the foregoing insurance policies to Prairie for Prairie's approval before CVG commences the rendition of any services hereunder. If CVG fails to furnish and maintain insurance as required by this Insurance Rider, Prairie may (but shall not be obligated to) purchase such insurance on behalf of CVG, and CVG shall pay the cost thereof to Prairie upon demand therefor and shall furnish to Prairie any information needed to obtain such insurance. If CVG returns to this site to perform any warranty work, evidence of current insurance complying with the foregoing requirements must be provided before entry on to the site by CVG. It is understood and agreed that failure to provide the insurance required hereunder does not relieve CVG of the obligation to defend and indemnify the Indemnitees against any claim or loss which otherwise would have been.

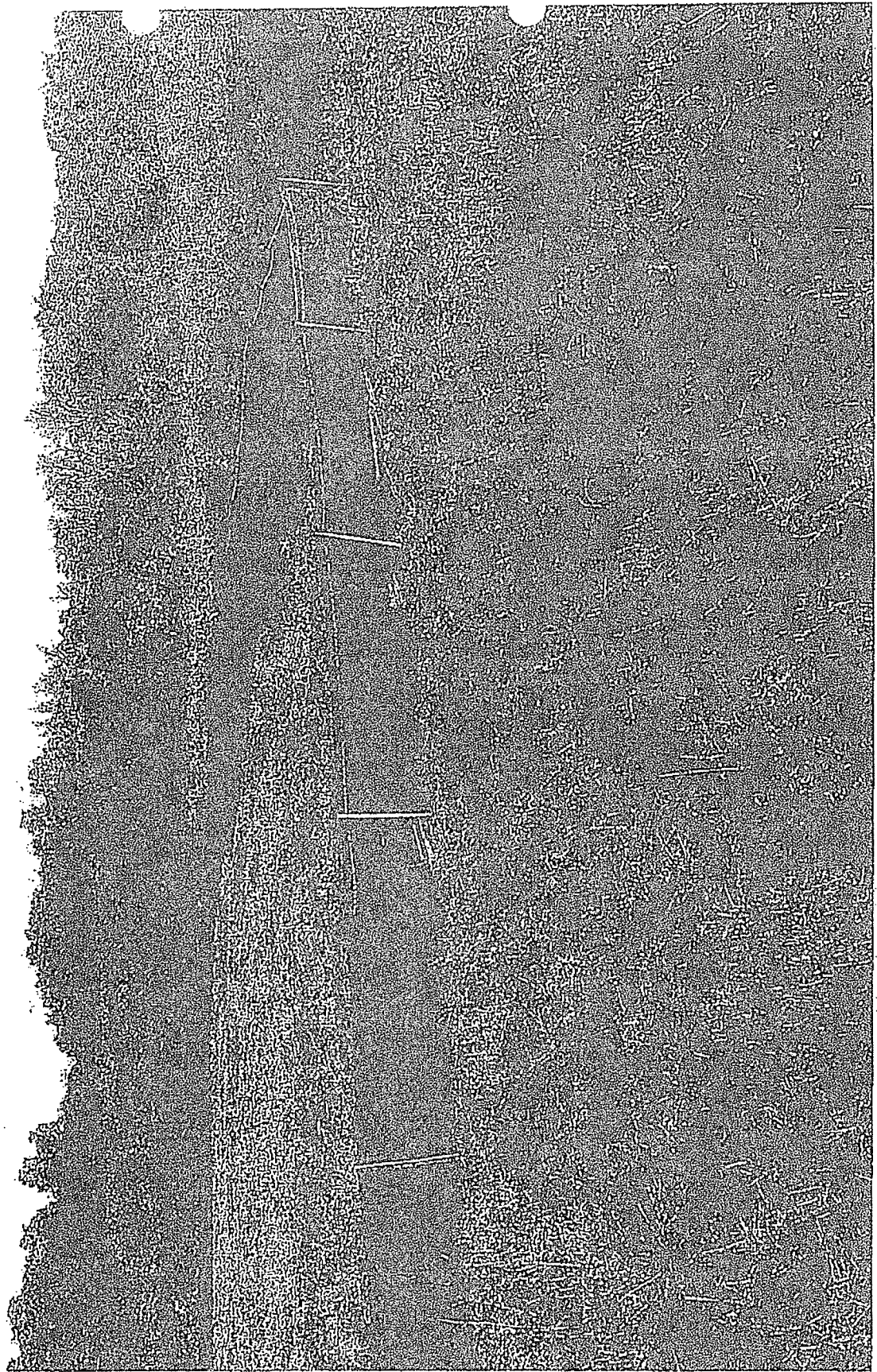
covered by the insurance if CVG had so obtained it in compliance herewith. CVG and their agents and employees: (i) waive rights of subrogation against Indemnitees with respect to matters covered by the liability and workers' compensation insurance that they are required to carry; and (ii) shall have their insurance policies endorsed to reflect such waiver and provide a copy of such endorsement to Prairie. It is understood and agreed that the insurance coverage and limits required herein shall not limit the extent of CVG's responsibilities (liabilities specified in the Agreement or under applicable law. All policies of insurance to be carried by CVG: (1) shall be issued by an "A-/VI" insurance company or better, as rated by the most current of Best Insurance Reports as published by A.M. Best Company, and a company which is otherwise acceptable to Prairie and authorized to do business in the State of Illinois; and (ii) shall be issued in the name of CVG;













Village of
Pleasant Prairie

2019

General Government Budgets

Village of Pleasant Prairie
Proposed 2019 Budget
General Government

- 1) Operating Fund – Page 3
 - a) Revenue & Expense Summary
 - b) Revenue Detail (Page 7-10)
 - c) Expenses by Department (Page 11-47)
 - d) Decision Packages (Page 48)

- 2) Debt Fund – Page 49-51

- 3) Capital Fund – Page 52-56



Budget Projection - Compared to Prior Year's Actuals

For Fund - 100 - General - Fiscal Year - 2018

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
Revenues									
Taxes									
	Finance	8,417,244	9,009,203	9,618,088	9,490,177	9,617,793	9,623,088	9,337,883	0
	Total for : Taxes	8,417,244	9,009,203	9,618,088	9,490,177	9,617,793	9,623,088	9,337,883	0
Interg Rev									
	Police	26,779	91,362	43,988	23,239	43,988	28,051	28,051	0
	Fire & Res	108,182	126,792	126,785	125,486	125,486	126,791	126,791	0
	Finance	2,086,292	2,078,231	2,069,483	348,358	2,068,792	2,353,988	2,350,936	0
	Total for : Interg Rev	2,221,253	2,296,385	2,240,256	497,084	2,238,266	2,508,830	2,505,778	0
Lic/Permit									
	Fire & Res	119,443	120,166	115,402	98,021	109,651	117,710	117,710	0
	Inspection	862,393	766,450	643,100	534,335	602,680	965,891	913,141	0
	Clerk	34,699	49,593	23,900	25,367	26,500	26,300	26,300	0
	Finance	9,502	8,335	8,500	7,480	9,095	8,500	8,500	0
	Assessing	57,230	62,004	52,000	51,545	52,000	52,000	52,000	0
	CD	204,655	256,314	222,360	253,876	315,235	315,293	315,293	0
	Total for : Lic/Permit	1,287,922	1,262,862	1,065,262	970,624	1,115,161	1,485,694	1,432,944	0
Fines									
	Muni Court	348,175	360,824	356,365	275,187	356,365	363,000	363,000	0
	Total for : Fines	348,175	360,824	356,365	275,187	356,365	363,000	363,000	0
Public Chg									
	Engineerg	265,561	267,314	234,000	250,322	255,000	250,000	250,000	0
	Police	29,002	46,452	35,000	40,383	41,019	47,600	47,600	0
	Fire & Res	581,034	583,341	569,629	385,917	546,947	583,802	583,802	0
	PW	779,559	701,567	716,000	470,916	617,729	719,500	719,500	0
	Admin	3,075	2,070	3,600	2,490	3,600	3,000	3,000	0
	Clerk	789	815	700	510	700	700	700	0
	IT	294,767	286,056	282,000	150,858	275,000	275,000	275,000	0



Budget Projection - Compared to Prior Year's Actuals

For Fund - 100 - General - Fiscal Year - 2018

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
Revenues									
	Street Lt	144,008	140,566	160,000	106,921	160,000	163,200	163,200	0
	Finance	20,366	38,113	15,000	15,646	20,000	15,000	15,000	0
	Total for : Public Chg	2,118,160	2,066,295	2,015,929	1,423,963	1,919,995	2,057,802	2,057,802	0
Interg Chg									
	Police	42,219	(4,099)	24,467	11,191	23,923	41,377	41,377	0
	Finance	59,468	91,745	91,745	0	91,745	91,745	91,745	0
	Assessing	219,137	176,061	268,908	246,500	268,908	277,804	277,804	0
	Total for : Interg Chg	320,824	263,707	385,120	257,691	384,576	410,926	410,926	0
Misc Rev									
	Admin	8,250	10,250	9,500	0	9,500	9,500	9,500	0
	Finance	244,798	2,302,065	303,642	275,912	400,105	343,892	343,892	0
	Total for : Misc Rev	253,048	2,312,315	313,142	275,912	409,605	353,392	353,392	0
	Total Revenues:	14,966,626	17,571,590	15,994,162	13,190,638	16,041,761	16,802,732	16,461,725	0
Operating Expenses									
Gen Govt									
	Board	90,143	92,728	95,201	88,712	98,505	95,166	95,166	0
	Muni Court	164,236	161,125	178,058	120,191	170,757	166,176	167,779	0
	Admin	248,376	254,381	382,276	229,914	345,561	395,070	373,229	0
	Clerk	106,774	102,213	112,082	87,212	111,934	82,662	85,146	0
	IT	843,770	783,635	966,250	857,859	977,097	1,044,301	1,012,117	0
	HR	163,232	161,919	176,241	96,111	137,780	194,388	191,857	0
	Finance	444,650	458,971	491,979	468,068	490,364	496,017	501,720	0
	Contingenc	853,849	261,220	50,000	23,825	23,825	1,123,078	554,769	0
10515120-500915	Contingency	853,849	261,220	50,000	23,825	23,825	0	14,238	0
10515120-500990	Decision Package Recurring	0	0	0	0	0	918,027	296,710	0
10515120-500992	Decision Package One Time	0	0	0	0	0	205,051	243,821	0



Budget Projection - Compared to Prior Year's Actuals

For Fund - 100 - General - Fiscal Year - 2018

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
Operating Expenses									
	Assessing	513,835	501,123	679,329	500,155	662,691	698,002	703,532	0
	V Hall	130,564	121,707	110,615	92,725	127,269	133,809	133,983	0
	Prange	263,467	336,652	302,475	204,721	316,712	296,387	291,861	0
	Total for : Gen Govt	3,822,895	3,235,674	3,544,507	2,769,492	3,462,494	4,725,057	4,111,159	0
Public Saf									
	Police	4,097,277	4,138,598	4,583,508	3,373,266	4,569,170	4,562,963	4,588,999	0
	Fire & Res	3,397,161	3,568,626	3,990,062	2,789,634	3,909,999	4,056,000	4,076,799	0
	Inspection	425,119	422,608	467,157	322,241	446,185	467,955	479,463	0
	Public Saf	452,536	478,742	566,598	376,798	564,474	540,654	549,208	0
	Total for : Public Saf	8,372,093	8,608,574	9,607,325	6,861,939	9,489,828	9,627,573	9,694,470	0
PW									
	Engineerg	296,459	304,572	351,118	248,518	345,403	369,114	372,321	0
	PW	1,733,091	1,836,002	2,149,179	1,709,359	2,123,425	2,167,506	2,180,822	0
	PW Clring	0	0	0	128,395	0	0	0	0
	Oper Pjcts	0	0	0	13,190	0	0	0	0
	Util Clr	0	0	0	0	0	0	0	0
	Street Lt	268,397	263,781	293,782	180,124	295,082	278,108	278,203	0
	Total for : PW	2,297,947	2,404,355	2,794,078	2,279,585	2,763,910	2,814,728	2,831,346	0
Parks/Rec									
	Parks	525,954	510,526	536,584	386,342	519,683	476,271	478,438	0
	Total for : Parks/Rec	525,954	510,526	536,584	386,342	519,683	476,271	478,438	0
Comm Dev									
	CD	463,019	512,119	549,467	390,665	556,009	563,312	567,589	0
	Total for : Comm Dev	463,019	512,119	549,467	390,665	556,009	563,312	567,589	0
	Total Operating Expenses:	15,481,909	15,271,248	17,031,962	12,688,025	16,791,925	18,206,940	17,683,002	0



Budget Projection - Compared to Prior Year's Actuals

For Fund - 100 - General - Fiscal Year - 2018

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
Transfers									
10515110-500900	Transfer Out	0	(1,991,953)	0	0	0	0	(850,000)	0
10975110-492002	Transfer In - Tax Equivalent	833,857	921,297	850,000	0	899,049	910,000	977,455	0
	Total Transfers:	833,857	(1,070,656)	850,000	0	899,049	910,000	127,455	0
Fund Balance									
	Beginning Fund Balance	4,842,234	5,160,808	6,390,494	6,390,494	6,390,494	6,539,379	6,539,379	6,539,379
	Income / (Loss)	318,574	1,229,686	(187,800)	502,614	148,885	(494,208)	(1,093,821)	0
	Ending Fund Balance	5,160,808	6,390,494	6,202,694	6,893,108	6,539,379	6,045,171	5,445,558	6,539,379
	Reserved	334,358	192,517	192,517	192,517	192,517	192,517	192,517	192,517
	UnReserved Fund Balance	4,826,450	6,197,977	6,010,177	6,700,591	6,346,862	5,852,654	6,103,041	6,346,862
	25% of Expenses	(3,870,477)	(3,817,812)	(4,257,991)	(3,172,006)	(4,197,981)	(4,551,735)	(4,420,750)	0
	Available	955,973	2,380,165	1,752,187	3,528,585	2,148,881	1,300,919	1,682,291	6,346,862



Budget Projection - Compared to Prior Year's Actuals

For Fund - 100 - General - Fiscal Year - 2018

BudProjctPriorYrsComp - INTERNAL\kgoessl

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
Revenues									
Taxes									
	Finance	8,417,244	9,009,203	9,618,088	9,490,177	9,617,793	9,623,088	9,337,883	0
10415110-411100	General Property Tax Revenue	8,204,084	8,600,296	9,362,088	9,362,086	9,362,086	9,362,088	9,076,883	0
10415110-411102	Property Taxes - Miscellaneous	(41,799)	100,461	0	24	24	0	0	0
10415110-411105	Ag Use Penalty	753	7,549	0	0	0	0	0	0
10415110-411400	Mobile Home Tax	126,603	128,556	125,000	25,910	125,000	125,000	125,000	0
10415110-412100	Hotel/Motel Taxes	57,874	60,887	60,000	37,440	60,000	65,000	65,000	0
10415110-418000	Property Tax Penalty	50,280	91,390	50,000	44,035	50,000	50,000	50,000	0
10415110-419001	Other Taxes	19,450	20,063	21,000	20,683	20,683	21,000	21,000	0
	Total for : Taxes	8,417,244	9,009,203	9,618,088	9,490,177	9,617,793	9,623,088	9,337,883	0
Interg Rev									
	Police	26,779	91,362	43,988	23,239	43,988	28,051	28,051	0
10432110-435210	Law Enforcement Grant	26,779	91,362	43,988	23,239	43,988	28,051	28,051	0
	Fire & Res	108,182	126,792	126,785	125,486	125,486	126,791	126,791	0
10432210-434200	Fire Insurance Dues From State	103,983	122,591	122,590	121,270	121,270	122,590	122,590	0
10432210-435291	Ambulance Service Grant	4,199	4,201	4,195	4,216	4,216	4,201	4,201	0
	Finance	2,086,292	2,078,231	2,069,483	348,358	2,068,792	2,353,988	2,350,936	0
10435110-434100	Income Tax From State	2,034,435	2,033,394	2,024,040	303,606	2,024,040	2,024,040	2,020,988	0
10435110-435350	Exempt Computer Aid	50,021	42,913	43,543	43,544	43,544	43,543	43,543	0
10435110-435355	Personal Property Aid	0	0	0	0	0	285,205	285,205	0
10435110-436100	State Payment-Municipal Srvcs	1,836	1,925	1,900	1,208	1,208	1,200	1,200	0
	Total for : Interg Rev	2,221,253	2,296,385	2,240,256	497,084	2,238,266	2,508,830	2,505,778	0
Lic/Permit									
	Fire & Res	119,443	120,166	115,402	97,721	109,651	117,710	117,710	0
10442210-443004	Fire Dept. Permits	119,443	120,166	115,402	97,721	109,651	117,710	117,710	0
	Inspection	862,393	766,450	643,100	515,326	602,680	965,891	913,141	0
10442410-443001	Single Family Building Permits	144,772	144,238	140,000	106,209	115,000	105,000	105,000	0
10442410-443002	Two Family Building Permits	0	3,669	56,000	18,183	32,000	60,000	60,000	0
10442410-443003	Multi-Family Building Permits	92,221	72,011	20,000	86,135	146,900	63,900	16,200	0
10442410-443005	Commercial/Industrial Permits	568,364	479,629	347,500	245,560	245,560	653,000	653,000	0
10442410-443006	Miscellaneous Bldg Permits	1,760	550	4,000	755	900	900	900	0
10442410-443007	Commercial Electrical Permits	50,243	58,156	70,000	56,720	56,720	77,491	72,441	0



Budget Projection - Compared to Prior Year's Actuals

For Fund - 100 - General - Fiscal Year - 2018

BudProjctPriorYrsComp - INTERNAL\kgoessl

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
10442410-443010	Weights And Measures	5,034	8,197	5,600	1,765	5,600	5,600	5,600	0
	Clerk	34,699	49,593	23,900	25,367	26,500	26,300	26,300	0
10444120-441000	Liquor Licenses	13,149	34,418	13,000	15,557	15,600	15,600	15,600	0
10444120-441001	Bartender Licenses	6,530	10,445	7,000	6,705	7,000	7,000	7,000	0
10444120-441003	Cigarette Licenses	700	1,500	1,400	1,200	1,400	1,200	1,200	0
10444120-441005	Other General Licenses	14,320	3,230	2,500	1,905	2,500	2,500	2,500	0
	Finance	9,502	8,335	8,500	7,480	9,095	8,500	8,500	0
10445110-442001	Dog Licenses	6,985	6,568	7,000	5,600	7,000	7,000	7,000	0
10445110-442002	Dog Park Tag	2,027	1,768	1,500	1,285	1,500	1,500	1,500	0
10445110-444004	Tax Exemption Form Fee	490	0	0	595	595	0	0	0
	Assessing	57,230	62,004	52,000	49,565	52,000	52,000	52,000	0
10445150-445001	Property Record Maint Fee	57,230	62,004	52,000	49,565	52,000	52,000	52,000	0
	CD	204,655	256,314	222,360	251,406	315,235	315,293	315,293	0
10447110-441006	Business Licenses	2,450	15,510	12,000	7,725	12,000	7,300	7,300	0
10447110-444002	Application Fees	133,826	155,946	132,000	192,935	246,860	255,093	255,093	0
10447110-444005	Single Family Zoning Permits	14,095	16,990	20,000	12,600	15,000	13,750	13,750	0
10447110-444006	Two Family Zoning Permits	0	325	1,550	1,200	1,550	2,500	2,500	0
10447110-444007	Multi-Family Zoning Permits	3,300	2,500	475	5,250	5,250	1,650	1,650	0
10447110-444008	Com/Industrial Zoning Permits	15,670	14,825	15,000	8,920	10,000	10,000	10,000	0
10447110-444009	Misc Zoning Permits/Fees	21,315	20,585	21,335	15,575	15,575	15,000	15,000	0
10447110-444010	Project Billing	14,000	29,633	20,000	7,201	9,000	10,000	10,000	0
	Total for : Lic/Permit	1,287,922	1,262,862	1,065,262	946,865	1,115,161	1,485,694	1,432,944	0
	Fines								
	Muni Court	348,175	360,824	356,365	275,127	356,365	363,000	363,000	0
10452111-451001	Municipal Court Revenue	329,185	340,381	331,365	255,154	331,365	338,000	338,000	0
10452111-451002	Parking Ticket Revenue	18,990	20,442	25,000	19,973	25,000	25,000	25,000	0
	Total for : Fines	348,175	360,824	356,365	275,127	356,365	363,000	363,000	0
	Public Chg								
	Engineerg	265,561	267,314	234,000	250,122	255,000	250,000	250,000	0
10461000-463101	Engineering Dept Services	260,496	247,644	230,000	226,125	230,000	230,000	230,000	0
10461000-463105	Erosion Control Fees	5,065	19,670	4,000	23,997	25,000	20,000	20,000	0
	Police	29,002	46,452	35,000	40,383	41,019	47,600	47,600	0
10462110-462100	Police Department Earnings	29,002	46,452	35,000	40,383	41,019	47,600	47,600	0



Budget Projection - Compared to Prior Year's Actuals

For Fund - 100 - General - Fiscal Year - 2018

BudProjectPriorYrsComp - INTERNAL\kgoessl

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
	Fire & Res	581,034	583,341	569,629	385,917	546,947	583,802	583,802	0
10462210-462200	Fire Department Earnings	60,088	45,334	36,000	38,384	40,000	39,500	39,500	0
10462210-462300	Rescue Squad Earnings	520,946	538,008	533,629	347,533	506,947	544,302	544,302	0
	PW	779,559	701,567	716,000	470,916	617,729	719,500	719,500	0
10463111-463100	Highway Department Earnings	17,723	12,599	3,000	8,535	22,000	14,000	14,000	0
10463111-463102	Row Permits	4,710	2,940	6,000	1,590	2,000	2,000	2,000	0
10463111-463104	Engineering Construction Svc	751,701	682,677	700,000	448,763	581,700	700,000	700,000	0
10463111-464401	Weed & Nuisance Control	5,425	3,350	7,000	12,029	12,029	3,500	3,500	0
	Admin	3,075	2,070	3,600	2,490	3,600	3,000	3,000	0
10464110-461004	Prequalification Fees	3,075	2,070	3,600	2,490	3,600	3,000	3,000	0
	Clerk	789	815	700	510	700	700	700	0
10464120-461001	Publication Fees	789	815	700	510	700	700	700	0
	IT	294,767	286,056	282,000	150,858	275,000	275,000	275,000	0
10464150-461011	Franchise Fee	289,396	279,056	275,000	150,858	275,000	275,000	275,000	0
10464150-463103	It Department Services	5,371	7,000	7,000	0	0	0	0	0
	Street Lt	144,008	140,566	160,000	106,921	160,000	163,200	163,200	0
10464210-463210	Street Lighting	144,008	140,566	160,000	106,921	160,000	163,200	163,200	0
	Finance	20,366	38,113	15,000	15,646	20,000	15,000	15,000	0
10465110-461006	Administrative Fees	7,249	25,248	5,000	1,884	5,000	5,000	5,000	0
10465110-461007	Special Assessment Letters	13,117	12,865	10,000	13,762	15,000	10,000	10,000	0
	Total for : Public Chg	2,118,160	2,066,295	2,015,929	1,423,763	1,919,995	2,057,802	2,057,802	0
	Interg Chg								
	Police	42,219	(4,099)	24,467	11,191	23,923	41,377	41,377	0
10472110-473210	School Liaison Officer	42,219	(4,099)	24,467	11,191	23,923	41,377	41,377	0
	Finance	59,468	91,745	91,745	0	91,745	91,745	91,745	0
10475110-473601	Utility Lease Pmt For V Hall	59,468	91,745	91,745	0	91,745	91,745	91,745	0
	Assessing	219,137	176,061	268,908	246,500	268,908	277,804	277,804	0
10475150-473901	Assessing Contracts	219,137	176,061	268,908	246,500	268,908	277,804	277,804	0
	Total for : Interg Chg	320,824	263,707	385,120	257,691	384,576	410,926	410,926	0
	Misc Rev								
	Admin	8,250	10,250	9,500	0	9,500	9,500	9,500	0
10484110-485005	Media Communications	8,250	10,250	9,500	0	9,500	9,500	9,500	0
	Finance	244,798	2,302,065	303,642	275,881	400,105	343,892	343,892	0



Budget Projection - Compared to Prior Year's Actuals

For Fund - 100 - General - Fiscal Year - 2018

BudProjectPriorYrsComp - INTERNAL\kgoessl

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
10485110-481101	Interest On Investments	32,640	80,722	100,000	92,794	175,000	125,000	125,000	0
10485110-481104	Penalty & Interest-General Inv	23,036	18,728	6,000	2,630	6,000	6,000	6,000	0
10485110-481105	Credit Card Convenience Fee	6	115	100	56	100	100	100	0
10485110-481107	Credit Card Fee - Utilities	0	0	0	1,217	0	0	0	0
10485110-482001	Tower Leases	142,693	159,656	162,542	132,411	162,542	162,542	162,542	0
10485110-484401	Insurance Dividends / Awards	14,673	18,503	4,000	25,154	25,154	18,000	18,000	0
10485110-485001	Donations	2,300	800	1,000	800	1,000	1,000	1,000	0
10485110-489001	Miscellaneous Receipts	28,578	31,432	29,000	20,625	29,309	31,000	31,000	0
10485110-489005	Miscellaneous Sales	871	179	1,000	197	1,000	250	250	0
10485110-489006	Recovery PY Expenditures	0	1,991,953	0	0	0	0	0	0
10485110-489009	Cash Overage/Shortage	1	(22)	0	(3)	0	0	0	0
Total for : Misc Rev		253,048	2,312,315	313,142	275,881	409,605	353,392	353,392	0
Total Revenues:		14,966,626	17,571,590	15,994,162	13,166,588	16,041,761	16,802,732	16,461,725	0

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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 1
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Village Board	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
<hr/>							
51 Salaries							
10511110 500113 E Salaries	32,845.44	32,000.16	32,000.16	27,181.68	32,000.16	32,000.16	_____
10511110 500123 Mil Reimb	6,299.96	6,400.00	6,400.00	5,333.30	6,400.00	6,400.00	_____
10511110 500124 Per Diem	300.00	1,000.00	1,000.00	.00	1,000.00	1,000.00	_____
TOTAL Salaries	39,445.40	39,400.16	39,400.16	32,514.98	39,400.16	39,400.16	_____
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52 Fringe Benefits							
10511110 500151 SS	2,971.67	3,014.16	3,014.16	2,468.18	3,014.16	3,014.16	_____
10511110 500152 WR	1,019.88	1,005.12	1,005.12	670.08	1,005.12	681.12	_____
10511110 500153 WC	50.99	51.36	51.36	41.15	51.36	51.84	_____
10511110 500154 H & L	4,211.04	4,509.09	4,509.09	3,989.80	4,509.09	4,219.20	_____
TOTAL Fringe Benefits	8,253.58	8,579.73	8,579.73	7,169.21	8,579.73	7,966.32	_____
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54 Contracted Services							
10511110 500210 Attrny Fee	.00	500.00	500.00	250.00	500.00	500.00	_____
10511110 500260 T&M Reimb	1,093.58	500.00	500.00	.00	500.00	500.00	_____
10511110 500261 Meals/Lod	1,778.25	900.00	900.00	1,241.76	1,700.00	900.00	_____
10511110 500262 Conf/Sem	565.00	1,000.00	1,000.00	1,154.00	1,154.00	1,000.00	_____
TOTAL Contracted Services	3,436.83	2,900.00	2,900.00	2,645.76	3,854.00	2,900.00	_____
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55 Materials & Supplies							
10511110 500300 Memb/Sub	12,344.56	12,821.00	12,821.00	12,970.53	12,971.00	12,900.00	_____
10511110 500399 Misc Exp	641.36	1,000.00	1,000.00	3,518.59	3,700.00	1,000.00	_____
TOTAL Materials & Supplies	12,985.92	13,821.00	13,821.00	16,489.12	16,671.00	13,900.00	_____
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56 Other Expenses							
10511110 500510 Insurance	28,606.50	30,500.00	30,500.00	29,893.00	30,000.00	31,000.00	_____
TOTAL Other Expenses	28,606.50	30,500.00	30,500.00	29,893.00	30,000.00	31,000.00	_____
TOTAL Village Board	92,728.23	95,200.89	95,200.89	88,712.07	98,504.89	95,166.48	_____

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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 2
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Municipal Court	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
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51 Salaries							
10512111 500110 FT Wages	85,133.30	89,152.95	89,152.95	63,288.77	82,184.15	77,423.99	
10512111 500112 OT Wages	1,972.79	3,929.35	3,929.35	1,922.61	2,827.33	3,538.05	
10512111 500113 El Salary	24,220.00	22,880.00	22,880.00	15,400.00	22,880.00	22,880.00	
TOTAL Salaries	111,326.09	115,962.30	115,962.30	80,611.38	107,891.48	103,842.04	
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52 Fringe Benefits							
10512111 500151 SS	8,328.48	8,870.94	8,870.94	6,002.85	8,121.85	7,944.04	
10512111 500152 WR	5,920.52	6,236.62	6,236.62	4,366.18	5,692.78	5,302.96	
10512111 500153 WC	179.31	185.64	185.64	123.61	167.25	166.14	
10512111 500154 H & L	31,627.68	34,446.24	34,446.24	25,834.68	33,010.98	37,274.88	
TOTAL Fringe Benefits	46,055.99	49,739.44	49,739.44	36,327.32	46,992.86	50,688.02	
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53 Other Salaries & Ben							
10512111 500199 Pers Trans	-27,783.16	-30,247.61	-30,247.61	-18,455.02	-22,576.95	-27,430.97	
TOTAL Other Salaries & Ben	-27,783.16	-30,247.61	-30,247.61	-18,455.02	-22,576.95	-27,430.97	
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54 Contracted Services							
10512111 500201 Unemploy	210.96	199.27	199.27	149.49	199.27	134.27	
10512111 500202 Empl Ev	.00	.00	.00	55.00	55.00	.00	
10512111 500206 Con Print	59.19	750.00	750.00	53.78	750.00	750.00	
10512111 500209 A/R Collec	2,654.74	6,000.00	6,000.00	2,867.18	6,000.00	5,000.00	
10512111 500214 Consult Sv	8,695.16	17,000.00	17,000.00	5,455.01	14,000.00	17,000.00	
10512111 500224 Telephone	444.00	444.00	444.00	333.00	444.00	444.00	
10512111 500241 Soft Maint	11,139.00	8,026.00	8,026.00	8,026.00	8,026.00	8,267.00	
10512111 500260 T&M Reimb	107.00	500.00	500.00	414.20	500.00	500.00	
10512111 500261 Meals/Lod	595.75	800.00	800.00	319.81	800.00	800.00	
10512111 500262 Conf/Sem	1,300.00	1,360.00	1,360.00	1,300.00	1,360.00	1,360.00	
10512111 500286 Pymt Fees	1,639.54	1,700.00	1,700.00	186.63	500.00	500.00	
TOTAL Contracted Services	26,845.34	36,779.27	36,779.27	19,160.10	32,634.27	34,755.27	
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55 Materials & Supplies							
10512111 500300 Memb/Sub	254.60	500.00	500.00	253.40	500.00	600.00	
10512111 500310 Of Supplie	432.16	400.00	400.00	209.85	400.00	400.00	
10512111 500311 Copy/Print	650.33	1,400.00	1,400.00	610.66	1,400.00	1,400.00	
10512111 500312 Mailing	2,163.63	2,200.00	2,200.00	1,258.58	2,200.00	2,200.00	
10512111 500350 Minor Equi	841.60	775.00	775.00	158.23	775.00	775.00	
10512111 500399 Misc Exp	110.00	300.00	300.00	10.00	300.00	300.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 3
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Municipal Court	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
TOTAL Materials & Supplies	4,452.32	5,575.00	5,575.00	2,500.72	5,575.00	5,675.00	_____
56 Other Expenses							
10512111 500510 Insurance	228.89	250.00	250.00	238.40	240.00	250.00	_____
TOTAL Other Expenses	228.89	250.00	250.00	238.40	240.00	250.00	_____
TOTAL Municipal Court	161,125.47	178,058.40	178,058.40	120,382.90	170,756.66	167,779.36	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 4
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Administration	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
51 Salaries							
10514110 500110 FT Wages	315,152.13	373,019.04	361,519.04	247,945.37	347,949.60	379,599.60	
TOTAL Salaries	315,152.13	373,019.04	361,519.04	247,945.37	347,949.60	379,599.60	
52 Fringe Benefits							
10514110 500151 SS	23,881.15	28,536.04	28,536.04	18,648.39	26,374.58	29,039.14	
10514110 500152 WR	21,387.98	24,992.24	24,992.24	16,567.70	23,270.91	24,863.80	
10514110 500153 WC	499.18	596.96	596.96	380.13	540.30	607.36	
10514110 500154 H & L	63,914.27	86,115.60	86,115.60	56,692.77	77,504.04	83,868.75	
TOTAL Fringe Benefits	109,682.58	140,240.84	140,240.84	92,288.99	127,689.83	138,379.05	
53 Other Salaries & Ben							
10514110 500198 Tid Hours	-50,323.19	-15,000.00	-15,000.00	-34,374.65	-42,000.00	-30,000.00	
10514110 500199 Pers Trans	-162,795.17	-194,508.28	-194,508.28	-120,690.55	-167,092.18	-186,472.46	
TOTAL Other Salaries & Ben	-213,118.36	-209,508.28	-209,508.28	-155,065.20	-209,092.18	-216,472.46	
54 Contracted Services							
10514110 500201 Unemploy	783.00	678.89	678.89	509.13	678.89	422.64	
10514110 500205 Publicatio	.00	150.00	150.00	.00	75.00	150.00	
10514110 500206 Con Print	23,739.52	27,500.00	27,500.00	15,359.22	27,500.00	21,500.00	
10514110 500210 Attry Fee	6,992.80	3,500.00	3,500.00	1,923.00	2,000.00	3,000.00	
10514110 500214 Consult Sv	2,402.00	4,700.00	4,700.00	2,909.12	4,700.00	29,200.00	
10514110 500215 Comm Svc	420.00	400.00	400.00	.00	150.00	400.00	
10514110 500216 Leg Svc	2,322.91	4,000.00	4,000.00	2,148.87	4,000.00	4,000.00	
10514110 500224 Telephone	1,000.00	1,000.00	1,000.00	749.97	1,000.00	1,000.00	
10514110 500226 Data/Voice	471.94	1,000.00	1,000.00	360.00	540.00	1,000.00	
10514110 500260 Trvl Reimb	924.73	2,800.00	2,800.00	972.35	1,200.00	2,800.00	
10514110 500261 Meals/Lod	3,004.23	4,000.00	12,000.00	6,178.09	10,000.00	4,000.00	
10514110 500262 Conf/Sem	1,999.00	5,100.00	5,100.00	3,094.00	5,100.00	5,100.00	
TOTAL Contracted Services	44,060.13	54,828.89	62,828.89	34,203.75	56,943.89	72,572.64	
55 Materials & Supplies							
10514110 500300 Memb/Sub	3,631.93	4,800.00	4,800.00	2,062.60	2,200.00	3,900.00	
10514110 500310 Office Sup	528.94	1,500.00	1,500.00	588.62	800.00	1,500.00	
10514110 500311 Cpying/Prt	645.08	1,500.00	1,500.00	1,160.58	1,500.00	1,500.00	
10514110 500312 Mailing	28,325.60	32,821.00	32,821.00	18,206.57	27,000.00	20,400.00	
10514110 500350 M Equip	196.84	800.00	800.00	379.55	550.00	800.00	
10514110 500399 Misc Exp	1,000.01	1,500.00	5,000.00	4,788.53	5,100.00	2,000.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 5
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Administration	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
TOTAL Materials & Supplies	34,328.40	42,921.00	46,421.00	27,186.45	37,150.00	30,100.00	_____
56 Other Expenses							
10514110 500510 P/L Insur	854.01	775.00	775.00	920.48	920.00	950.00	_____
10514110 500521 One Time	5,000.00	10,000.00	10,000.00	7,050.00	10,000.00	.00	_____
10514110 500901 NPers Tran	-50,199.96	-38,500.00	-38,500.00	-28,874.97	-38,500.00	-40,400.00	_____
10514110 500905 Fl Interna	8,622.06	8,500.00	8,500.00	8,829.14	12,500.00	8,500.00	_____
TOTAL Other Expenses	-35,723.89	-19,225.00	-19,225.00	-12,075.35	-15,080.00	-30,950.00	_____
TOTAL Administration	254,380.99	382,276.49	382,276.49	234,484.01	345,561.14	373,228.83	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 6
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Village Clerk	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
51 Salaries							
10514120 500110 FT Wages	97,269.95	95,792.54	95,792.54	78,965.12	95,790.32	78,743.33	
TOTAL Salaries	97,269.95	95,792.54	95,792.54	78,965.12	95,790.32	78,743.33	
52 Fringe Benefits							
10514120 500151 SS	7,387.57	7,327.84	7,327.84	5,864.60	7,186.82	6,023.68	
10514120 500152 WR	6,617.50	6,418.10	6,418.10	5,295.37	6,422.15	5,157.62	
10514120 500153 WC	156.82	153.40	153.40	122.67	149.57	126.10	
10514120 500154 H & L	15,154.93	21,528.98	21,528.98	17,940.75	21,528.90	18,637.44	
TOTAL Fringe Benefits	29,316.82	35,428.32	35,428.32	29,223.39	35,287.44	29,944.84	
53 Other Salaries & Ben							
10514120 500198 Tid Hours	-1,085.40	-500.00	-500.00	-508.41	-1,000.00	-1,500.00	
10514120 500199 Pers Trans	-34,122.80	-47,239.48	-47,239.48	-37,542.48	-47,678.39	-39,127.82	
TOTAL Other Salaries & Ben	-35,208.20	-47,739.48	-47,739.48	-38,050.89	-48,678.39	-40,627.82	
54 Contracted Services							
10514120 500201 Unemploy	187.92	175.74	175.74	131.85	175.74	110.91	
10514120 500205 Publicatio	660.35	1,000.00	1,000.00	684.74	1,000.00	1,000.00	
10514120 500215 Polwrk Svc	8,450.00	23,900.00	23,900.00	14,002.50	23,900.00	9,900.00	
10514120 500216 Leg Svc	.00	500.00	500.00	.00	500.00	500.00	
10514120 500225 Cell Tele	8.75	.00	.00	3.56	10.00	.00	
10514120 500242 Con Eq Mnt	2,346.66	2,550.00	2,550.00	2,415.00	2,550.00	5,750.00	
10514120 500260 Trvl Reimb	235.07	300.00	650.00	557.97	650.00	800.00	
10514120 500261 Meals/Lod	1,401.61	1,200.00	1,200.00	785.90	1,200.00	1,450.00	
10514120 500262 Conf/Sem	1,367.00	1,350.00	1,350.00	742.00	1,350.00	1,550.00	
TOTAL Contracted Services	14,657.36	30,975.74	31,325.74	19,323.52	31,335.74	21,060.91	
55 Materials & Supplies							
10514120 500300 Memb/Sub	420.00	425.00	425.00	130.00	425.00	400.00	
10514120 500310 Office Sup	295.28	400.00	900.00	536.06	900.00	400.00	
10514120 500311 Cpying/Prt	1,550.31	4,000.00	4,000.00	2,435.30	4,000.00	2,500.00	
10514120 500312 Mailing	1,481.03	2,700.00	2,700.00	2,495.22	2,700.00	1,500.00	
10514120 500330 El Suppl	1,852.15	3,300.00	2,800.00	2,235.47	3,300.00	2,800.00	
10514120 500399 Misc Exp	413.00	1,000.00	1,000.00	1,123.50	1,124.00	1,350.00	
TOTAL Materials & Supplies	6,011.77	11,825.00	11,825.00	8,955.55	12,449.00	8,950.00	
56 Other Expenses							
10514120 500510 Insurance	139.85	200.00	200.00	149.74	150.00	175.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 7
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Village Clerk			2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10514120	500901	Non-Person	-11,600.04	-15,900.00	-15,900.00	-11,925.00	-15,900.00	-14,100.00	_____
10514120	500905	Fl Interna	1,625.82	1,500.00	1,150.00	628.52	1,500.00	1,000.00	_____
		TOTAL Other Expenses	-9,834.37	-14,200.00	-14,550.00	-11,146.74	-14,250.00	-12,925.00	_____
		TOTAL Village Clerk	102,213.33	112,082.12	112,082.12	87,269.95	111,934.11	85,146.26	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 8
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Information Technologies	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
<hr/>							
51 Salaries							
10514150 500110 FT Wages	598,286.61	629,672.04	587,672.04	451,226.61	578,873.29	630,956.39	
10514150 500112 OT Wages	63.38	.00	38.00	53.25	55.00	.00	
TOTAL Salaries	598,349.99	629,672.04	587,710.04	451,279.86	578,928.29	630,956.39	
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52 Fringe Benefits							
10514150 500151 SS	44,676.89	48,170.59	43,653.59	33,497.31	43,653.25	48,268.22	
10514150 500152 WR	40,592.70	42,187.86	39,637.86	30,174.76	38,388.71	41,327.26	
10514150 500153 WC	4,356.76	4,627.35	4,627.35	3,347.03	4,393.21	4,745.39	
10514150 500154 H & L	134,417.04	146,396.52	135,631.52	108,720.09	135,630.99	158,419.17	
10514150 500158 LT Dis Ins	1,382.08	1,529.84	1,529.84	885.36	1,101.60	1,457.82	
TOTAL Fringe Benefits	225,425.47	242,912.16	225,080.16	176,624.55	223,167.76	254,217.86	
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53 Other Salaries & Ben							
10514150 500199 Pers Trans	-298,433.60	-312,824.67	-295,030.67	-218,993.17	-295,031.25	-317,325.85	
TOTAL Other Salaries & Ben	-298,433.60	-312,824.67	-295,030.67	-218,993.17	-295,031.25	-317,325.85	
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54 Contracted Services							
10514150 500201 Unemploy	1,182.60	1,119.88	1,119.88	839.88	1,119.88	729.08	
10514150 500202 Employ Ev	.00	124.00	124.00	.00	.00	100.00	
10514150 500214 Consult Sv	9,270.76	10,000.00	58,000.00	47,554.27	66,000.00	34,000.00	
10514150 500216 Leg Svc	81.70	.00	.00	.00	.00	.00	
10514150 500224 Telephone	50,871.41	46,612.00	46,612.00	43,575.80	46,612.00	51,000.00	
10514150 500225 Cell Tele	360.57	3,200.00	3,200.00	50.90	500.00	500.00	
10514150 500226 Data/Voice	15,733.62	15,350.00	15,350.00	12,195.84	15,350.00	15,350.00	
10514150 500239 Phone Trns	-48,394.00	-45,112.00	-45,112.00	-36,295.47	-45,112.00	-45,112.00	
10514150 500241 Soft Maint	265,672.78	314,800.00	304,800.00	273,004.13	315,000.00	320,843.00	
10514150 500242 Con Eq Mnt	32,841.50	31,314.00	31,314.00	31,625.07	33,000.00	33,000.00	
10514150 500260 T&M Reimb	4,114.34	5,500.00	5,500.00	4,742.82	5,500.00	5,500.00	
10514150 500261 Meals/Lod	9,554.04	3,500.00	6,500.00	4,346.34	4,500.00	5,500.00	
10514150 500262 Conf/Sem	12,946.86	22,500.00	22,500.00	13,470.97	15,000.00	25,000.00	
TOTAL Contracted Services	354,236.18	408,907.88	449,907.88	395,110.55	457,469.88	446,410.08	
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55 Materials & Supplies							
10514150 500300 Memb/Sub	1,823.32	2,300.00	8,300.00	9,158.31	9,200.00	2,000.00	
10514150 500310 Office Sup	1,300.42	1,000.00	1,000.00	490.59	860.00	1,000.00	
10514150 500311 Copy/Print	995.10	2,300.00	2,300.00	1,393.18	1,500.00	1,000.00	
10514150 500312 Mailing	69.33	100.00	200.00	191.94	200.00	200.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 9
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Information Technologies	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10514150 500350 Minor Equi	96,721.33	178,099.00	167,899.00	168,691.24	182,000.00	206,384.00	
10514150 500351 Sftware	9,352.47	4,000.00	4,000.00	1,346.32	4,000.00	13,000.00	
10514150 500362 Equipment	12,056.53	11,000.00	16,000.00	15,746.28	16,000.00	16,000.00	
10514150 500399 Misc Exp	.40	125.00	225.00	156.02	225.00	125.00	
TOTAL Materials & Supplies	122,318.90	198,924.00	199,924.00	197,173.88	213,985.00	239,709.00	
56 Other Expenses							
10514150 500510 Insurance	1,261.72	1,432.00	1,432.00	1,293.95	1,350.00	1,350.00	
10514150 500521 One Time	.00	12,000.00	12,000.00	.00	12,000.00	.00	
10514150 500901 NPers Tran	-225,000.00	-221,900.00	-221,900.00	-166,425.03	-221,900.00	-249,900.00	
10514150 500905 Fl Interna	5,476.28	7,127.00	7,127.00	6,296.52	7,127.00	6,700.00	
TOTAL Other Expenses	-218,262.00	-201,341.00	-201,341.00	-158,834.56	-201,423.00	-241,850.00	
TOTAL Information Technologi	783,634.94	966,250.41	966,250.41	842,361.11	977,096.68	1,012,117.48	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 10
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Human Resources	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
<hr/>							
51 Salaries							
10514160 500110 FT Wages	174,695.48	175,463.49	175,463.49	86,720.11	128,050.20	184,605.84	
10514160 500111 PT Wages	22,184.09	24,239.28	24,239.28	23,580.76	32,039.28	24,729.90	
TOTAL Salaries	196,879.57	199,702.77	199,702.77	110,300.87	160,089.48	209,335.74	
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52 Fringe Benefits							
10514160 500151 SS	14,806.74	15,277.34	15,277.34	8,256.66	12,106.51	16,014.18	
10514160 500152 WR	13,377.21	13,379.86	13,379.86	7,390.64	10,637.69	13,711.36	
10514160 500153 WC	316.35	319.28	319.28	169.36	227.79	334.88	
10514160 500154 H & L	31,650.72	34,485.60	34,485.60	15,101.39	17,262.48	37,343.63	
TOTAL Fringe Benefits	60,151.02	63,462.08	63,462.08	30,918.05	40,234.47	67,404.05	
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53 Other Salaries & Ben							
10514160 500199 Pers Trans	-100,135.28	-94,739.43	-94,739.43	-48,697.13	-71,047.70	-99,626.40	
TOTAL Other Salaries & Ben	-100,135.28	-94,739.43	-94,739.43	-48,697.13	-71,047.70	-99,626.40	
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54 Contracted Services							
10514160 500201 Uemploy	352.92	353.32	353.32	264.96	353.32	231.23	
10514160 500202 Employ Evl	21.00	.00	.00	.00	50.00	.00	
10514160 500205 Publicatio	1,106.06	1,500.00	1,500.00	1,314.83	1,500.00	3,500.00	
10514160 500210 Attrny Fee	.00	1,000.00	1,000.00	.00	500.00	1,000.00	
10514160 500224 Telephone	400.00	400.00	400.00	299.97	400.00	400.00	
10514160 500226 Data/Voice	360.00	360.00	360.00	270.00	360.00	360.00	
10514160 500260 T&M Reimb	798.53	1,000.00	1,000.00	548.15	1,000.00	2,000.00	
10514160 500261 Meals/Lod	1,350.53	1,500.00	1,500.00	704.32	1,500.00	3,800.00	
10514160 500262 Conf/Sem	1,841.57	2,500.00	2,500.00	2,344.00	3,700.00	8,200.00	
TOTAL Contracted Services	6,230.61	8,613.32	8,613.32	5,746.23	9,363.32	19,491.23	
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55 Materials & Supplies							
10514160 500300 Memb/Sub	430.86	500.00	500.00	450.86	500.00	1,000.00	
10514160 500310 Office Sup	788.62	800.00	800.00	684.66	800.00	700.00	
10514160 500311 Copy/Print	938.43	900.00	900.00	533.88	900.00	500.00	
10514160 500312 Mailing	537.43	600.00	600.00	425.89	600.00	600.00	
10514160 500399 Misc Exp	.00	500.00	500.00	63.23	500.00	500.00	
TOTAL Materials & Supplies	2,695.34	3,300.00	3,300.00	2,158.52	3,300.00	3,300.00	
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56 Other Expenses							
10514160 500510 Insurance	226.38	252.00	252.00	236.80	240.00	252.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 11
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Human Resources	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10514160 500521 One Time	7,033.21	.00	.00	.00	.00	.00	_____
10514160 500901 Non-Person	-11,199.96	-4,400.00	-4,400.00	-3,300.03	-4,400.00	-8,300.00	_____
10514160 500905 ISF	37.92	50.00	50.00	22.56	.00	.00	_____
TOTAL Other Expenses	-3,902.45	-4,098.00	-4,098.00	-3,040.67	-4,160.00	-8,048.00	_____
TOTAL Human Resources	161,918.81	176,240.74	176,240.74	97,385.87	137,779.57	191,856.62	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 12
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Finance	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
<hr/>							
51	Salaries						
10515110 500110	FT Wages	439,990.42	445,728.79	445,728.79	343,298.52	445,728.79	456,873.67
10515110 500112	OT Wages	906.24	7,752.00	7,752.00	5,275.01	7,752.00	7,752.00
	TOTAL Salaries	440,896.66	453,480.79	453,480.79	348,573.53	453,480.79	464,625.67
<hr/>							
52	Fringe Benefits						
10515110 500151	SS	35,142.08	34,691.80	34,691.80	27,178.05	34,691.80	35,543.82
10515110 500152	WR	29,911.55	30,383.08	30,383.08	23,336.21	30,383.08	30,432.74
10515110 500153	WC	707.80	725.40	725.40	535.74	725.40	743.34
10515110 500154	H & L	94,883.04	103,338.72	103,338.72	179,690.33	103,338.72	111,824.64
	TOTAL Fringe Benefits	160,644.47	169,139.00	169,139.00	230,740.33	169,139.00	178,544.54
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53	Other Salaries & Ben						
10515110 500198	Tid Hours	-9,043.71	-5,000.00	-5,000.00	-8,749.86	-15,000.00	-10,000.00
10515110 500199	Pers Trans	-198,291.23	-201,588.71	-201,588.71	-151,999.04	-201,588.71	-210,795.54
	TOTAL Other Salaries & Ben	-207,334.94	-206,588.71	-206,588.71	-160,748.90	-216,588.71	-220,795.54
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54	Contracted Services						
10515110 500200	Temp Help	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
10515110 500201	Uemploy	899.16	812.16	812.16	609.12	812.16	525.07
10515110 500205	Publicatio	379.48	1,000.00	1,000.00	.00	1,000.00	1,000.00
10515110 500206	Cont Print	397.28	1,000.00	1,000.00	24.87	1,000.00	1,000.00
10515110 500210	Attrny Fee	497.50	750.00	750.00	271.00	750.00	750.00
10515110 500211	Acctg Fee	65,503.00	70,000.00	70,000.00	56,694.00	70,000.00	70,000.00
10515110 500214	Consult Sv	8,178.36	3,000.00	3,000.00	3,477.20	12,000.00	3,600.00
10515110 500224	Telephone	2,400.00	2,400.00	2,400.00	1,800.00	2,400.00	2,400.00
10515110 500260	T&M Reimb	1,241.17	3,750.00	3,750.00	2,098.85	3,750.00	4,500.00
10515110 500261	Meals/Lod	1,140.41	3,900.00	3,900.00	1,706.21	2,500.00	4,000.00
10515110 500262	Conf/Sem	6,415.70	6,787.50	6,787.50	4,977.00	6,500.00	6,887.50
	TOTAL Contracted Services	87,052.06	95,399.66	95,399.66	71,658.25	102,712.16	96,662.57
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55	Materials & Supplies						
10515110 500300	Memb/Sub	3,765.47	2,329.00	2,329.00	3,296.19	3,296.00	3,673.00
10515110 500310	Office Sup	2,964.40	2,084.00	2,084.00	1,283.99	2,084.00	3,000.00
10515110 500311	Copy/Print	4,510.75	4,500.00	4,500.00	922.26	4,500.00	4,500.00
10515110 500312	Mailing	11,757.92	13,010.00	13,010.00	5,212.97	13,010.00	13,010.00
10515110 500350	Minor Equi	1,809.20	500.00	500.00	.00	500.00	500.00
10515110 500399	Misc Exp	97.23	250.00	250.00	89.00	250.00	250.00

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 13
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Finance	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
TOTAL Materials & Supplies	24,904.97	22,673.00	22,673.00	10,804.41	23,640.00	24,933.00	_____
56 Other Expenses							
10515110 500510 Insurance	1,422.30	1,375.00	1,375.00	1,480.53	1,481.00	1,500.00	_____
10515110 500901 Non-Person	-49,100.04	-44,500.00	-44,500.00	-33,374.97	-44,500.00	-44,500.00	_____
10515110 500905 ISF	485.06	1,000.00	1,000.00	402.09	1,000.00	750.00	_____
TOTAL Other Expenses	-47,192.68	-42,125.00	-42,125.00	-31,492.35	-42,019.00	-42,250.00	_____
58 Transfers							
10515110 500900 Trans Out	1,991,953.13	.00	.00	.00	.00	850,000.00	_____
TOTAL Finance	2,450,923.67	491,978.74	491,978.74	469,535.27	490,364.24	1,351,720.24	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 14
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Decision Packages-Contingency	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10515120 500992 DecPckg1	.00	.00	.00	.00	.00	243,821.00	_____
TOTAL UNDEFINED CHAR	1,991,953.13	.00	.00	.00	.00	1,093,821.00	_____
56 Other Expenses							
10515120 500915 Contingenc	261,219.56	134,889.00	50,000.00	23,825.00	23,825.00	14,238.00	_____
TOTAL Other Expenses	261,219.56	134,889.00	50,000.00	23,825.00	23,825.00	14,238.00	_____
57 Decision Package							
10515120 500990 DecPkgRec	.00	.00	.00	.00	.00	296,710.00	_____
TOTAL Decision Package	.00	.00	.00	.00	.00	296,710.00	_____
TOTAL Decision Packages-Cont	261,219.56	134,889.00	50,000.00	23,825.00	23,825.00	554,769.00	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 15
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Assessing	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
51 Salaries							
10515150 500110 FT Wages	337,136.66	411,736.97	411,736.97	320,206.79	411,736.97	425,206.09	
TOTAL Salaries	337,136.66	411,736.97	411,736.97	320,206.79	411,736.97	425,206.09	
52 Fringe Benefits							
10515150 500151 SS	24,312.03	31,497.96	31,497.96	23,370.81	31,497.96	32,533.80	
10515150 500152 WR	22,979.30	27,586.00	27,586.00	21,488.55	27,586.00	27,850.94	
10515150 500153 WC	7,618.16	11,357.58	11,357.58	8,446.05	11,357.58	11,946.22	
10515150 500154 H & L	63,255.36	86,115.60	86,115.60	68,174.85	86,115.60	96,293.57	
10515150 500158 LT Dis Ins	340.08	754.78	754.78	436.80	754.78	770.38	
TOTAL Fringe Benefits	118,504.93	157,311.92	157,311.92	121,917.06	157,311.92	169,394.91	
53 Other Salaries & Ben							
10515150 500198 Tid Hours	-19,890.55	.00	.00	-4,109.87	-7,850.00	-8,000.00	
10515150 500199 Pers Trnsf	3,368.36	3,802.86	3,802.86	1,775.69	3,802.86	3,593.84	
TOTAL Other Salaries & Ben	-16,522.19	3,802.86	3,802.86	-2,334.18	-4,047.14	-4,406.16	
54 Contracted Services							
10515150 500201 Uemploy	652.92	676.25	676.25	507.15	676.25	476.74	
10515150 500205 Publicatio	156.03	200.00	200.00	77.30	200.00	200.00	
10515150 500206 Cont Print	.00	50.00	50.00	72.80	100.00	50.00	
10515150 500210 Attrny Fee	165.00	15,000.00	14,956.00	1,300.00	12,000.00	15,000.00	
10515150 500214 Contractua	870.00	5,000.00	5,000.00	1,562.50	1,563.00	5,000.00	
10515150 500215 Comm Svc	234.45	1,200.00	1,200.00	.00	1,200.00	1,000.00	
10515150 500217 Contrct Vl	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00	
10515150 500219 Man As Fee	17,340.26	17,400.00	17,444.00	17,443.31	17,443.31	21,000.00	
10515150 500224 Telephone	2,000.00	2,000.04	2,000.04	1,500.03	2,000.04	2,000.00	
10515150 500226 Data/Voice	464.64	.00	500.00	640.16	960.24	960.24	
10515150 500241 Soft Maint	8,252.48	9,500.00	9,500.00	9,345.72	9,346.00	10,500.00	
10515150 500260 T&M Reimb	4,775.62	4,000.00	4,000.00	3,184.83	4,000.00	4,000.00	
10515150 500261 Meals/Lod	359.66	1,500.00	1,500.00	589.19	1,000.00	1,500.00	
10515150 500262 Conf/Sem/T	660.00	2,000.00	1,200.00	630.00	1,000.00	2,000.00	
10515150 500272 Attrny Fee	.00	4,000.00	4,000.00	.00	1,000.00	4,000.00	
TOTAL Contracted Services	35,931.06	72,526.29	72,226.29	36,852.99	62,488.84	77,686.98	
55 Materials & Supplies							
10515150 500300 Memb/Sub	9,552.23	10,076.00	10,076.00	5,927.72	11,100.00	11,500.00	
10515150 500310 Office Sup	594.31	1,200.00	1,200.00	451.82	1,000.00	1,200.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 16
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Assessing	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10515150 500311 Copy/Print	1,247.58	2,000.00	2,000.00	1,223.47	2,000.00	2,000.00	_____
10515150 500312 Mailing	5,091.03	6,000.00	6,000.00	5,845.27	6,500.00	6,500.00	_____
10515150 500336 Village Bo	.00	500.00	425.00	260.00	400.00	400.00	_____
10515150 500350 Minor Equi	135.00	500.00	800.00	720.00	720.00	500.00	_____
10515150 500399 Misc Exp	.00	75.00	150.00	130.00	130.00	150.00	_____
TOTAL Materials & Supplies	16,620.15	20,351.00	20,651.00	14,558.28	21,850.00	22,250.00	_____
56 Other Expenses							
10515150 500510 Insurance	1,200.39	1,600.00	1,600.00	1,334.84	1,350.00	1,400.00	_____
10515150 500905 Fl Interna	8,251.55	12,000.00	12,000.00	8,359.38	12,000.00	12,000.00	_____
TOTAL Other Expenses	9,451.94	13,600.00	13,600.00	9,694.22	13,350.00	13,400.00	_____
TOTAL Assessing	501,122.55	679,329.04	679,329.04	500,895.16	662,690.59	703,531.82	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 17
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Village Hall	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
<hr/>							
53 Other Salaries & Ben							
10516110 500195 PT Utility	31.88	.00	.00	.00	.00	.00	
10516110 500196 PT PW	16,809.46	8,413.62	8,413.62	19,624.50	20,000.00	20,590.66	
TOTAL Other Salaries & Ben	16,841.34	8,413.62	8,413.62	19,624.50	20,000.00	20,590.66	
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54 Contracted Services							
10516110 500201 Uemploy	7.32	15.33	15.33	11.52	15.33	9.74	
10516110 500207 Janitorial	29,369.20	32,472.80	32,472.80	22,674.11	32,472.80	33,716.16	
10516110 500220 Electric	23,123.27	30,000.00	30,000.00	16,738.46	25,000.00	30,000.00	
10516110 500221 Natural Ga	5,818.03	7,000.00	7,000.00	4,434.39	7,000.00	7,000.00	
10516110 500222 Sewer	838.44	1,350.00	1,350.00	640.35	900.00	1,000.00	
10516110 500223 Water	3,823.81	3,500.00	3,500.00	2,856.19	3,700.00	3,800.00	
10516110 500228 Garbage	450.00	450.00	450.00	337.50	450.00	450.00	
10516110 500229 Clean Wtr	4,187.44	4,113.00	4,113.00	3,652.71	4,675.00	4,800.00	
10516110 500244 C Build Mt	17,596.79	14,000.00	14,000.00	7,879.24	14,000.00	14,966.00	
TOTAL Contracted Services	85,214.30	92,901.13	92,901.13	59,224.47	88,213.13	95,741.90	
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55 Materials & Supplies							
10516110 500350 Minor Equi	2,514.47	500.00	500.00	1,206.00	1,206.00	500.00	
10516110 500355 Janitorial	1,624.96	1,800.00	1,800.00	1,724.80	1,850.00	1,850.00	
10516110 500364 Build Mnt	2,299.59	1,000.00	1,000.00	3,971.65	4,200.00	2,500.00	
10516110 500370 Landscapin	1,408.18	1,000.00	1,000.00	1,726.10	1,800.00	1,800.00	
TOTAL Materials & Supplies	7,847.20	4,300.00	4,300.00	8,628.55	9,056.00	6,650.00	
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56 Other Expenses							
10516110 500905 Fl Interna	11,804.10	5,000.00	5,000.00	7,522.44	10,000.00	11,000.00	
TOTAL Other Expenses	11,804.10	5,000.00	5,000.00	7,522.44	10,000.00	11,000.00	
TOTAL Village Hall	121,706.94	110,614.75	110,614.75	94,999.96	127,269.13	133,982.56	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 18
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Roger Prange Building	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
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53 Other Salaries & Ben							
10516210 500195 PT Utility	25,634.27	.00	.00	.00	.00	.00	
10516210 500196 PT PW	38,468.02	35,493.54	35,493.54	30,544.53	35,493.54	46,849.51	
TOTAL Other Salaries & Ben	64,102.29	35,493.54	35,493.54	30,544.53	35,493.54	46,849.51	
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54 Contracted Services							
10516210 500201 Uemploy	56.76	48.77	48.77	36.54	48.77	41.10	
10516210 500207 Janitorial	46,564.00	49,970.00	49,970.00	35,495.00	49,970.00	49,970.00	
10516210 500220 Electric	84,710.87	85,000.00	85,000.00	53,352.16	85,000.00	85,000.00	
10516210 500221 Gas	26,245.57	30,000.00	30,000.00	18,362.95	36,000.00	31,000.00	
10516210 500222 Sewer	3,805.32	2,300.00	2,300.00	2,280.87	3,600.00	3,600.00	
10516210 500223 Water	6,534.75	5,500.00	5,500.00	4,526.41	6,000.00	6,000.00	
10516210 500228 Garbage	900.00	900.00	900.00	675.00	900.00	900.00	
10516210 500229 CW	3,710.36	3,563.00	3,563.00	3,043.85	4,500.00	4,500.00	
10516210 500244 C Build Mt	68,822.87	39,000.00	39,000.00	31,051.49	39,000.00	39,000.00	
TOTAL Contracted Services	241,350.50	216,281.77	216,281.77	148,824.27	225,018.77	220,011.10	
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55 Materials & Supplies							
10516210 500350 Minor Equi	1,245.52	3,000.00	3,000.00	.00	3,000.00	3,000.00	
10516210 500355 Janitorial	3,043.37	3,500.00	3,500.00	3,367.82	3,500.00	3,800.00	
10516210 500364 Build Mnt	11,128.55	6,000.00	6,000.00	3,472.17	6,000.00	6,500.00	
10516210 500370 Landscapin	.00	500.00	500.00	24.00	500.00	500.00	
TOTAL Materials & Supplies	15,417.44	13,000.00	13,000.00	6,863.99	13,000.00	13,800.00	
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56 Other Expenses							
10516210 500510 Insurance	7,424.14	6,200.00	6,200.00	4,513.37	6,200.00	6,200.00	
10516210 500521 One Time	.00	29,000.00	29,000.00	22,489.64	29,000.00	.00	
10516210 500905 Fl Interna	8,357.81	2,500.00	2,500.00	1,209.19	8,000.00	5,000.00	
TOTAL Other Expenses	15,781.95	37,700.00	37,700.00	28,212.20	43,200.00	11,200.00	
TOTAL Roger Prange Building	336,652.18	302,475.31	302,475.31	214,444.99	316,712.31	291,860.61	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 19
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Police Department	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
51 Salaries							
10522110 500110 FT Wages	2,505,098.60	2,697,531.41	2,710,941.41	1,935,349.15	2,697,531.41	2,705,715.44	
10522110 500111 PT Wages	14,176.25	20,390.70	20,390.70	13,303.86	20,390.70	20,791.68	
10522110 500112 OT Wages	113,090.57	138,074.00	138,074.00	133,913.03	138,074.00	128,074.00	
TOTAL Salaries	2,632,365.42	2,855,996.11	2,869,406.11	2,082,566.04	2,855,996.11	2,854,581.12	
52 Fringe Benefits							
10522110 500151 SS	196,989.91	218,482.70	221,164.70	155,336.29	218,482.70	218,377.38	
10522110 500152 WR	270,206.81	298,011.04	301,923.04	217,869.00	298,011.04	290,843.02	
10522110 500153 WC	59,604.40	65,265.12	66,180.12	45,630.02	65,265.12	66,046.24	
10522110 500154 H & L	564,685.87	651,699.68	651,699.68	484,110.32	651,699.68	708,294.77	
10522110 500158 LT Dis Ins	14,255.27	17,909.72	18,259.72	9,772.12	17,909.72	17,763.72	
TOTAL Fringe Benefits	1,105,742.26	1,251,368.26	1,259,227.26	912,717.75	1,251,368.26	1,301,325.13	
54 Contracted Services							
10522110 500201 Uemploy	5,251.92	4,912.08	4,912.08	3,684.06	4,912.08	3,347.45	
10522110 500202 Employment	1,204.50	4,140.00	6,515.00	6,513.20	7,000.00	4,140.00	
10522110 500206 Con Print	529.00	650.00	650.00	452.00	650.00	650.00	
10522110 500209 A/R Collec	67.50	1,500.00	1,500.00	1,614.57	1,700.00	1,500.00	
10522110 500210 Attrny Fee	67,640.46	46,300.00	65,655.00	69,004.18	74,507.00	47,900.00	
10522110 500214 Consult Sv	.00	1,500.00	1,500.00	200.00	1,500.00	1,500.00	
10522110 500215 Commission	290.00	500.00	500.00	410.00	450.00	540.00	
10522110 500224 Telephone	3,600.00	3,600.00	3,600.00	2,700.00	3,600.00	3,600.00	
10522110 500225 Cell Tele	2,300.07	3,700.00	3,700.00	1,625.41	2,600.00	3,700.00	
10522110 500226 Data/Voice	14,501.22	15,200.00	15,200.00	10,085.97	15,200.00	15,200.00	
10522110 500241 Soft Maint	39,804.67	44,540.00	45,748.00	46,247.81	48,147.00	60,501.00	
10522110 500242 Con Eq Mnt	2,414.25	9,433.00	9,433.00	3,575.76	3,500.00	3,500.00	
10522110 500246 Con Vh Mnt	35,210.26	34,300.00	34,300.00	24,812.19	34,300.00	34,300.00	
10522110 500260 T&M Reimb	1,417.08	1,600.00	2,200.00	2,021.26	2,200.00	1,740.00	
10522110 500261 Meals/Lod	11,412.44	11,200.00	14,200.00	10,933.65	11,200.00	11,700.00	
10522110 500262 Conf/Sem	28,259.35	44,955.00	39,879.00	20,053.30	44,955.00	45,015.00	
10522110 500276 Stray Anim	22,714.63	23,700.00	23,700.00	19,312.60	23,700.00	24,175.00	
TOTAL Contracted Services	236,617.35	251,730.08	273,192.08	223,245.96	280,121.08	263,008.45	
55 Materials & Supplies							
10522110 500300 Memb/Sub	1,920.00	4,750.00	4,933.00	4,933.00	4,933.00	2,115.00	
10522110 500310 Office Sup	755.74	2,200.00	2,200.00	1,804.49	2,200.00	2,390.00	
10522110 500311 Copy/Print	966.05	1,600.00	1,600.00	1,169.59	1,600.00	1,600.00	
10522110 500312 Mailing	1,502.91	1,600.00	1,600.00	923.78	1,600.00	1,600.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 20
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Police Department	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10522110 500334 PD Evd	7,384.71	9,000.00	9,000.00	6,725.04	9,000.00	9,800.00	
10522110 500350 Minor Equi	34,854.83	37,650.00	37,650.00	33,314.65	37,650.00	39,186.28	
10522110 500352 Uniform Se	23,574.12	23,700.00	23,700.00	20,406.61	23,700.00	24,600.00	
10522110 500357 Fuel	62,371.80	55,000.00	55,000.00	52,974.92	55,000.00	58,250.00	
10522110 500362 E Mant Sup	2,861.87	1,100.00	1,100.00	1,031.69	1,100.00	1,190.00	
10522110 500366 Veh M Sup	2,078.24	2,150.00	2,150.00	544.57	2,150.00	2,150.00	
10522110 500399 Misc Exp	1,755.20	1,500.00	1,500.00	750.98	1,502.00	1,635.00	
TOTAL Materials & Supplies	140,025.47	140,250.00	140,433.00	124,579.32	140,435.00	144,516.28	
56 Other Expenses							
10522110 500510 Insurance	23,847.06	27,250.00	27,250.00	24,703.49	27,250.00	25,568.00	
10522110 500521 One Time	.00	14,000.00	14,000.00	5,920.00	14,000.00	.00	
TOTAL Other Expenses	23,847.06	41,250.00	41,250.00	30,623.49	41,250.00	25,568.00	
TOTAL Police Department	4,138,597.56	4,540,594.45	4,583,508.45	3,373,732.56	4,569,170.45	4,588,998.98	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 21
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Fire Department	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
51 Salaries							
10522210 500110 FT Wages	1,876,302.88	2,088,775.62	2,123,041.62	1,462,901.13	2,088,775.62	2,160,601.00	
10522210 500111 PT Wages	158,057.15	133,208.04	133,208.04	68,650.30	93,310.00	138,385.35	
10522210 500112 OT Wages	173,948.70	170,000.00	170,000.00	142,357.98	184,959.00	170,000.00	
10522210 500114 POC Salary	21,602.00	25,041.76	25,041.76	7,135.10	12,454.00	25,742.94	
TOTAL Salaries	2,229,910.73	2,417,025.42	2,451,291.42	1,681,044.51	2,379,498.62	2,494,729.29	
52 Fringe Benefits							
10522210 500151 SS	165,661.43	184,904.00	187,525.00	125,165.77	184,904.00	190,846.50	
10522210 500152 WR	235,993.90	258,950.00	262,774.00	184,119.95	258,950.00	260,897.00	
10522210 500153 WC	71,268.57	81,019.54	82,283.54	53,571.91	81,019.54	84,357.78	
10522210 500154 H & L	410,624.96	496,951.34	496,951.34	364,924.58	496,951.34	540,763.82	
TOTAL Fringe Benefits	883,548.86	1,021,824.88	1,029,533.88	727,782.21	1,021,824.88	1,076,865.10	
53 Other Salaries & Ben							
10522210 500196 PT PW	1,987.33	4,988.98	4,988.98	868.26	4,988.98	11,150.01	
TOTAL Other Salaries & Ben	1,987.33	4,988.98	4,988.98	868.26	4,988.98	11,150.01	
54 Contracted Services							
10522210 500201 Uemploy	4,504.20	4,441.24	4,441.24	3,330.90	4,441.24	2,844.04	
10522210 500202 Employment	18,359.70	31,332.00	31,332.00	17,275.40	31,332.00	31,834.00	
10522210 500206 Con Print	.00	1,500.00	1,500.00	1,381.32	1,500.00	1,700.00	
10522210 500209 A/R Collec	26,838.81	25,310.40	25,310.40	15,808.90	25,310.40	26,681.00	
10522210 500210 Attnry Fee	687.50	12,000.00	12,000.00	1,844.00	2,000.00	4,000.00	
10522210 500214 Consult Sv	5,477.58	4,625.00	5,375.00	5,375.00	5,375.00	5,575.00	
10522210 500215 Comm Svc	290.00	500.00	500.00	410.00	500.00	500.00	
10522210 500220 Electric	28,936.76	26,200.00	26,200.00	20,735.15	26,200.00	28,200.00	
10522210 500221 Gas	8,996.24	12,000.00	12,000.00	7,172.20	11,500.00	11,500.00	
10522210 500222 Sewer	2,204.04	3,000.00	3,000.00	1,221.03	2,500.00	3,000.00	
10522210 500223 Water	8,129.41	5,200.00	5,200.00	3,877.35	5,200.00	5,200.00	
10522210 500224 Telephone	6,000.00	6,000.00	6,000.00	4,500.00	6,000.00	6,000.00	
10522210 500225 Cell Tele	2,540.27	3,300.00	3,300.00	1,356.50	3,300.00	3,300.00	
10522210 500226 Data/Voice	12,449.86	13,360.00	13,360.00	7,778.73	13,360.00	13,360.00	
10522210 500228 Garbage /	600.00	600.00	600.00	450.00	600.00	600.00	
10522210 500229 Clean Water	485.88	866.00	866.00	420.75	600.00	700.00	
10522210 500241 Soft Maint	11,501.90	12,500.00	12,500.00	10,687.64	12,000.00	11,800.00	
10522210 500242 Con Eq Mnt	5,301.63	17,740.00	16,740.00	7,259.61	17,740.00	22,370.00	
10522210 500244 Con Bld Mn	13,209.07	14,000.00	13,200.00	12,687.73	14,000.00	16,591.00	
10522210 500246 Con Vh Mnt	73,452.93	74,950.00	74,950.00	77,544.38	80,000.00	58,586.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 22
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Fire Department	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10522210 500260 T&M Reimb	183.59	510.00	510.00	467.07	510.00	560.00	
10522210 500261 Meals/Lod	3,027.86	4,260.00	4,260.00	3,617.34	4,260.00	5,175.00	
10522210 500262 Conf/Sem	14,956.53	30,273.00	29,313.00	6,577.50	30,273.00	33,175.00	
TOTAL Contracted Services	248,133.76	304,467.64	302,457.64	211,778.50	298,501.64	293,251.04	
55 Materials & Supplies							
10522210 500300 Memb/Sub	3,989.34	4,580.00	4,790.00	4,568.40	4,580.00	4,965.00	
10522210 500310 Office Sup	2,247.91	2,000.00	2,000.00	1,337.10	2,000.00	2,125.00	
10522210 500311 Copy/Print	3,415.25	3,500.00	3,500.00	3,100.24	3,500.00	3,870.00	
10522210 500312 Mailing	965.40	2,095.00	2,095.00	916.15	1,900.00	2,045.00	
10522210 500332 Fire Suppl	12,083.23	10,000.00	10,000.00	6,692.03	10,000.00	11,165.00	
10522210 500333 Rescue Sup	28,127.15	29,033.00	29,033.00	25,013.88	29,033.00	29,318.00	
10522210 500350 Minor Equi	3,212.48	4,000.00	5,000.00	4,997.28	5,000.00	4,700.00	
10522210 500351 Sftware	3,000.00	.00	.00	.00	.00	.00	
10522210 500352 Uniform Se	18,506.91	21,780.00	21,780.00	18,256.83	21,780.00	21,930.00	
10522210 500353 Safety Equ	12,319.54	33,559.00	33,559.00	29,389.45	33,559.00	31,460.00	
10522210 500355 Janitorial	4,232.71	5,253.00	5,253.00	3,650.47	5,253.00	5,466.00	
10522210 500357 Fuel	30,699.14	33,000.00	33,000.00	26,035.08	32,700.00	35,000.00	
10522210 500362 Eq Mnt Sup	2,029.07	2,000.00	2,000.00	1,975.94	2,000.00	2,650.00	
10522210 500364 Bld Mnt Su	2,716.19	5,000.00	5,800.00	5,233.67	5,800.00	5,485.00	
10522210 500366 Vehicle Ma	10,483.26	5,395.00	5,395.00	5,152.81	5,395.00	5,875.00	
10522210 500399 Misc Exp	950.07	785.00	785.00	151.65	785.00	750.00	
TOTAL Materials & Supplies	138,977.65	161,980.00	163,990.00	136,470.98	163,285.00	166,804.00	
56 Other Expenses							
10522210 500510 Insurance	28,772.83	28,000.00	28,000.00	31,992.78	32,000.00	32,000.00	
10522210 500521 One Time	.00	7,800.00	7,800.00	7,900.00	7,900.00	.00	
10522210 500905 Fl Interna	37,295.13	2,000.00	2,000.00	896.26	2,000.00	2,000.00	
TOTAL Other Expenses	66,067.96	37,800.00	37,800.00	40,789.04	41,900.00	34,000.00	
TOTAL Fire Department	3,568,626.29	3,948,086.92	3,990,061.92	2,798,733.50	3,909,999.12	4,076,799.44	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 23
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Inspection		2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
51	Salaries							
10522410	500110 FT Wages	261,910.31	272,496.85	272,496.85	202,406.44	272,496.85	289,586.37	
10522410	500112 OT Wages	359.80	.00	.00	199.21	150.00	.00	
	TOTAL Salaries	262,270.11	272,496.85	272,496.85	202,605.65	272,646.85	289,586.37	
52	Fringe Benefits							
10522410	500151 SS	19,586.76	20,846.02	20,846.02	14,453.64	20,846.02	22,153.30	
10522410	500152 WR	17,757.64	18,257.20	18,257.20	13,528.07	18,257.20	18,967.78	
10522410	500153 WC	9,241.63	10,298.86	10,298.86	7,459.80	10,298.86	11,138.92	
10522410	500154 H & L	63,255.36	68,892.48	68,892.48	52,016.68	68,892.48	74,550.09	
10522410	500158 LT Dis Ins	336.70	448.76	448.76	271.95	448.76	448.76	
	TOTAL Fringe Benefits	110,178.09	118,743.32	118,743.32	87,730.14	118,743.32	127,258.85	
53	Other Salaries & Ben							
10522410	500196 PT PW	859.60	21,989.08	21,989.08	368.40	1,000.00	11,397.05	
	TOTAL Other Salaries & Ben	859.60	21,989.08	21,989.08	368.40	1,000.00	11,397.05	
54	Contracted Services							
10522410	500201 Uemploy	516.24	522.32	522.32	391.77	522.32	340.98	
10522410	500202 Empl Ev	103.00	.00	.00	.00	.00	.00	
10522410	500206 Con Print	30.88	150.00	150.00	24.87	150.00	150.00	
10522410	500210 Attrny Fee	.00	500.00	500.00	.00	500.00	500.00	
10522410	500214 Consult Sv	5,600.00	5,900.00	5,900.00	5,600.00	5,600.00	5,700.00	
10522410	500216 Leg Svc	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00	
10522410	500224 Telephone	900.00	900.00	900.00	675.00	900.00	900.00	
10522410	500225 Cell Tele	1,017.91	660.00	660.00	455.90	660.00	660.00	
10522410	500226 Data/Voice	570.00	720.00	720.00	540.00	720.00	720.00	
10522410	500260 T&M Reimb	.00	.00	.00	5.60	5.60	.00	
10522410	500261 Meals/Lod	379.47	800.00	800.00	70.53	800.00	1,300.00	
10522410	500262 Conf/Sem	1,618.82	1,950.00	1,950.00	1,463.58	1,950.00	2,050.00	
10522410	500286 Pymt Fees	1,178.30	1,200.00	1,200.00	705.86	1,200.00	1,200.00	
	TOTAL Contracted Services	11,914.62	14,802.32	14,802.32	9,933.11	14,507.92	15,020.98	
55	Materials & Supplies							
10522410	500300 Memb/Sub	1,026.10	700.00	700.00	612.85	700.00	600.00	
10522410	500310 Office Sup	2,421.80	1,950.00	1,950.00	1,973.66	2,000.00	1,950.00	
10522410	500311 Copy/Print	1,240.26	1,200.00	1,200.00	911.48	1,200.00	1,200.00	
10522410	500312 Mailing	467.23	600.00	600.00	326.03	600.00	600.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 24
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Inspection			2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10522410	500350	Minor Equi	249.55	250.00	250.00	307.38	350.00	350.00	_____
10522410	500353	Safety Equ	307.81	300.00	300.00	234.54	300.00	300.00	_____
10522410	500399	Misc Exp	117.17	200.00	200.00	.00	200.00	300.00	_____
TOTAL Materials & Supplies			5,829.92	5,200.00	5,200.00	4,365.94	5,350.00	5,300.00	_____
56	Other Expenses								
10522410	500510	Insurance	900.41	925.00	925.00	937.38	937.00	900.00	_____
10522410	500521	One Time	745.00	.00	.00	.00	.00	.00	_____
10522410	500905	Fl Interna	29,910.19	33,000.00	33,000.00	16,396.41	33,000.00	30,000.00	_____
TOTAL Other Expenses			31,555.60	33,925.00	33,925.00	17,333.79	33,937.00	30,900.00	_____
TOTAL Inspection			422,607.94	467,156.57	467,156.57	322,337.03	446,185.09	479,463.25	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 25
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Public Safety Communications	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
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51 Salaries							
10526101 500110 FT Wages	44,184.70	49,815.17	48,390.17	26,710.24	49,815.17	50,814.40	
10526101 500111 PT Wages	227,870.49	246,924.72	246,924.72	185,251.76	246,924.72	257,404.83	
10526101 500112 OT Wages	9,709.13	9,637.00	9,637.00	5,758.41	9,637.00	9,637.00	
TOTAL Salaries	281,764.32	306,376.89	304,951.89	217,720.41	306,376.89	317,856.23	
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52 Fringe Benefits							
10526101 500151 SS	20,684.25	23,438.22	23,438.22	16,172.17	23,438.22	24,316.24	
10526101 500152 WR	19,137.91	20,527.26	20,527.26	14,587.40	20,527.26	20,819.50	
10526101 500153 Worker'S C	339.79	489.84	489.84	358.96	489.84	508.82	
10526101 500154 H & L	122,314.07	137,784.96	137,784.96	105,492.29	137,784.96	149,100.40	
TOTAL Fringe Benefits	162,476.02	182,240.28	182,240.28	136,610.82	182,240.28	194,744.96	
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54 Contracted Services							
10526101 500201 Uemploy	597.48	557.18	557.18	417.87	557.18	354.74	
10526101 500202 Employment	674.00	1,050.00	2,475.00	1,516.40	1,050.00	1,050.00	
10526101 500224 Telephone	9,000.00	9,000.00	9,000.00	6,750.00	9,000.00	9,000.00	
10526101 500241 Soft Maint	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00	
10526101 500242 Contracted	7,557.00	7,557.00	7,557.00	4,257.60	7,557.00	9,902.00	
10526101 500260 T&M Reimb	.00	375.00	375.00	305.58	375.00	375.00	
10526101 500261 Meals/Lod	328.00	1,300.00	1,300.00	896.88	1,100.00	1,300.00	
10526101 500262 Conf/Sem	4,364.00	3,467.00	3,467.00	2,993.65	3,000.00	4,950.00	
TOTAL Contracted Services	22,520.48	24,306.18	25,731.18	17,137.98	23,639.18	27,931.74	
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55 Materials & Supplies							
10526101 500300 Memb/Sub	.00	200.00	200.00	69.00	100.00	200.00	
10526101 500310 Office Sup	811.15	1,000.00	1,000.00	315.72	1,000.00	1,000.00	
10526101 500311 Copy/Print	5,315.31	3,900.00	3,900.00	3,133.57	3,900.00	3,900.00	
10526101 500312 Mailing	442.96	900.00	900.00	671.14	900.00	900.00	
10526101 500350 Minor Equi	4,065.03	1,000.00	1,000.00	.00	1,000.00	1,000.00	
10526101 500352 Uniform Se	519.00	650.00	650.00	422.00	422.00	650.00	
10526101 500362 Eq Mnt Sup	.00	100.00	100.00	.00	100.00	100.00	
TOTAL Materials & Supplies	11,153.45	7,750.00	7,750.00	4,611.43	7,422.00	7,750.00	
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56 Other Expenses							
10526101 500510 Insurance	828.10	925.00	925.00	909.29	925.00	925.00	
10526101 500521 One Time	.00	45,000.00	45,000.00	43,870.40	43,870.40	.00	
TOTAL Other Expenses	828.10	45,925.00	45,925.00	44,779.69	44,795.40	925.00	
TOTAL Public Safety Communic	478,742.37	566,598.35	566,598.35	420,860.33	564,473.75	549,207.93	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 26
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Engineering	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
51 Salaries							
10531000 500110 FT Wages	216,973.92	242,993.15	242,993.15	177,248.96	242,993.15	255,818.20	
TOTAL Salaries	216,973.92	242,993.15	242,993.15	177,248.96	242,993.15	255,818.20	
52 Fringe Benefits							
10531000 500151 SS	16,332.89	18,589.22	18,589.22	13,128.88	18,589.22	19,569.94	
10531000 500152 WR	14,813.49	16,280.42	16,280.42	12,025.43	16,280.42	16,756.22	
10531000 500153 WC	351.38	388.96	388.96	300.09	388.96	409.24	
10531000 500154 H & L	44,455.83	51,669.36	51,669.36	39,828.97	51,669.36	55,912.43	
10531000 500158 LT Dis Ins	700.47	840.84	840.84	709.36	840.84	863.98	
TOTAL Fringe Benefits	76,654.06	87,768.80	87,768.80	65,992.73	87,768.80	93,511.81	
54 Contracted Services							
10531000 500201 Uemploy	441.84	425.86	425.86	319.41	425.86	281.35	
10531000 500210 Attrny Fee	1,712.00	2,000.00	2,000.00	100.00	2,000.00	3,000.00	
10531000 500212 Eng Fee	415.00	2,000.00	2,000.00	.00	2,000.00	3,000.00	
10531000 500214 Consult Sv	150.00	.00	60.00	30.00	60.00	.00	
10531000 500216 Leg Svc	51.24	200.00	200.00	.00	200.00	200.00	
10531000 500224 Telephone	1,200.00	1,200.00	1,200.00	900.00	1,200.00	1,200.00	
10531000 500225 Cell Tele	177.26	.00	.00	.00	.00	.00	
10531000 500226 Data/Voice	270.00	360.00	360.00	60.00	360.00	360.00	
10531000 500260 T&M Reimb	.00	750.00	750.00	.00	750.00	1,500.00	
10531000 500261 Meals/Lod	185.93	3,100.00	3,100.00	17.00	1,000.00	3,100.00	
10531000 500262 Conf/Sem	630.00	2,700.00	2,640.00	300.00	1,000.00	2,700.00	
TOTAL Contracted Services	5,233.27	12,735.86	12,735.86	1,726.41	8,995.86	15,341.35	
55 Materials & Supplies							
10531000 500300 Memb/Sub	247.85	500.00	500.00	421.13	500.00	500.00	
10531000 500310 Office Sup	875.34	950.00	950.00	95.74	300.00	950.00	
10531000 500311 Copy/Print	1,221.79	1,400.00	1,400.00	1,129.72	1,400.00	1,400.00	
10531000 500312 Mailing	581.68	1,000.00	1,000.00	462.72	700.00	1,000.00	
10531000 500350 Minor Equi	390.00	.00	.00	.00	.00	.00	
10531000 500353 Safety Equ	.00	70.00	70.00	.00	70.00	100.00	
10531000 500399 Misc Exp	.00	200.00	200.00	.00	200.00	200.00	
TOTAL Materials & Supplies	3,316.66	4,120.00	4,120.00	2,109.31	3,170.00	4,150.00	
56 Other Expenses							
10531000 500510 Insurance	455.02	500.00	500.00	471.73	475.00	500.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 27
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Engineering	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10531000 500905 Fl Interna	1,939.45	3,000.00	3,000.00	998.37	2,000.00	3,000.00	_____
TOTAL Other Expenses	2,394.47	3,500.00	3,500.00	1,470.10	2,475.00	3,500.00	_____
TOTAL Engineering	304,572.38	351,117.81	351,117.81	248,547.51	345,402.81	372,321.36	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 28
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Public Works	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
<hr/>							
51 Salaries							
10533111 500110 FT Wages	420,526.10	413,326.08	413,326.08	340,118.02	413,326.08	429,793.02	
10533111 500111 PT Wages	12,601.90	6,108.60	6,108.60	4,104.34	6,108.60	6,078.12	
10533111 500112 OT Wages	29,172.23	20,000.00	20,000.00	25,893.42	30,000.00	30,000.00	
TOTAL Salaries	462,300.23	439,434.68	439,434.68	370,115.78	449,434.68	465,871.14	
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52 Fringe Benefits							
10533111 500151 SS	35,141.52	33,616.63	33,616.63	27,536.08	33,616.63	35,637.01	
10533111 500152 WR	31,628.32	29,442.25	29,442.25	24,837.45	29,442.25	30,513.09	
10533111 500153 WC	15,217.11	14,624.93	14,624.93	12,068.77	14,624.93	15,649.49	
10533111 500154 H & L	112,203.48	112,089.11	112,089.11	103,675.41	112,089.11	122,839.25	
10533111 500158 LT Dis Ins	456.22	480.10	480.10	243.42	480.10	342.23	
TOTAL Fringe Benefits	194,646.65	190,253.02	190,253.02	168,361.13	190,253.02	204,981.07	
<hr/>							
53 Other Salaries & Ben							
10533111 500195 PT Utility	98,219.39	74,048.44	.00	.00	.00	.00	
10533111 500196 PT PW	402,485.98	597,193.84	671,242.28	457,603.90	597,199.00	676,849.94	
TOTAL Other Salaries & Ben	500,705.37	671,242.28	671,242.28	457,603.90	597,199.00	676,849.94	
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54 Contracted Services							
10533111 500201 Uemploy	1,563.48	1,893.55	1,893.55	1,420.20	1,893.55	1,262.86	
10533111 500202 Employ Ev	4,889.50	4,000.00	4,000.00	1,860.50	4,000.00	4,000.00	
10533111 500206 Con Print	.00	150.00	150.00	183.49	185.00	150.00	
10533111 500210 Attny Fee	1,524.00	1,000.00	1,000.00	748.00	1,000.00	1,000.00	
10533111 500212 Eng Fee	.00	1,000.00	1,000.00	500.00	1,000.00	1,000.00	
10533111 500214 Consult Sv	9,886.46	3,000.00	3,000.00	23,861.74	24,000.00	23,400.00	
10533111 500220 Electric	9,588.27	10,000.00	10,000.00	5,913.77	10,000.00	10,000.00	
10533111 500223 Water	18,990.05	6,000.00	6,000.00	4,366.62	6,000.00	6,000.00	
10533111 500224 Telephone	1,800.00	1,800.00	1,800.00	1,350.00	1,800.00	1,800.00	
10533111 500225 Cell Tele	589.52	1,200.00	1,200.00	.00	.00	.00	
10533111 500226 Data/Voice	15,633.31	12,500.00	12,500.00	9,608.29	15,000.00	15,360.00	
10533111 500229 CW	1,010.31	205.00	205.00	1,579.04	2,000.00	2,100.00	
10533111 500230 Equip Ren	427.28	1,000.00	1,000.00	.00	1,000.00	1,000.00	
10533111 500241 Soft Maint	459.00	1,800.00	1,800.00	476.00	1,800.00	1,800.00	
10533111 500260 T&M Reimb	552.23	800.00	800.00	566.02	800.00	1,000.00	
10533111 500261 Meals/Lod	1,000.00	1,000.00	1,050.00	1,046.06	1,500.00	1,500.00	
10533111 500262 Conf/Sem	2,100.00	2,100.00	2,100.00	3,495.00	4,510.00	3,000.00	
TOTAL Contracted Services	70,013.41	49,448.55	49,498.55	56,974.73	76,488.55	74,372.86	
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55 Materials & Supplies							
10533111 500300 Memb/Sub	933.34	600.00	600.00	933.34	1,000.00	1,000.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 29
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Public Works	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10533111 500310 Office Sup	848.80	1,500.00	1,450.00	758.35	1,500.00	1,500.00	
10533111 500311 Copy/Print	2,082.58	2,500.00	2,500.00	1,331.78	2,500.00	2,500.00	
10533111 500312 Mailing	1,210.95	1,800.00	1,800.00	398.42	1,800.00	1,800.00	
10533111 500352 Uniform Se	1,056.90	1,500.00	1,500.00	1,085.58	1,500.00	1,500.00	
10533111 500353 Safety Equ	6,364.51	9,000.00	9,000.00	7,387.12	9,000.00	9,500.00	
10533111 500362 Eq Mnt Sup	2,085.77	3,100.00	3,100.00	3,628.00	3,700.00	3,500.00	
10533111 500370 Landscapin	7,342.10	6,000.00	6,000.00	9,030.91	10,000.00	6,500.00	
10533111 500371 Signs	15,392.35	20,000.00	20,000.00	18,528.44	20,000.00	21,500.00	
10533111 500372 Gravel	15,661.63	20,000.00	20,000.00	13,676.03	20,000.00	23,000.00	
10533111 500373 Pvmnt Mat	36,510.28	37,300.00	37,300.00	25,439.65	37,300.00	42,000.00	
10533111 500374 Salt	163,027.88	210,000.00	210,000.00	200,991.99	210,000.00	208,347.00	
10533111 500399 Misc Exp	4,309.56	1,500.00	1,500.00	1,326.20	1,500.00	1,500.00	
TOTAL Materials & Supplies	256,826.65	314,800.00	314,750.00	284,515.81	319,800.00	324,147.00	
56 Other Expenses							
10533111 500510 Insurance	4,637.40	4,000.00	4,000.00	5,217.84	5,250.00	4,600.00	
10533111 500521 One Time	.00	50,000.00	50,000.00	54,476.03	55,000.00	.00	
10533111 500905 Fl Interna	346,872.32	430,000.00	430,000.00	318,583.39	430,000.00	430,000.00	
TOTAL Other Expenses	351,509.72	484,000.00	484,000.00	378,277.26	490,250.00	434,600.00	
TOTAL Public Works	1,836,002.03	2,149,178.53	2,149,178.53	1,715,848.61	2,123,425.25	2,180,822.01	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 30
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

PW Operations Payroll Clearing	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
<hr/>							
51 Salaries							
10533115 500110 Full Time	915,021.66	991,175.78	1,629,676.98	1,200,821.05	1,629,677.00	1,782,600.97	_____
10533115 500111 Part Time	205,821.86	250,596.00	281,844.00	151,065.06	281,844.00	265,550.20	_____
10533115 500112 Over Time	127,928.59	115,740.54	134,240.54	189,413.70	134,241.00	134,875.49	_____
TOTAL Salaries	1,248,772.11	1,357,512.32	2,045,761.52	1,541,299.81	2,045,762.00	2,183,026.66	_____
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52 Fringe Benefits							
10533115 500151 SS	92,479.49	103,850.50	156,502.06	113,906.43	156,502.00	167,002.47	_____
10533115 500152 WR	75,308.52	79,175.46	123,194.24	96,291.97	123,194.00	133,058.38	_____
10533115 500153 WC	50,885.07	59,458.62	89,604.06	63,572.95	89,604.00	96,708.82	_____
10533115 500154 H & L	255,101.48	310,229.62	534,130.18	405,524.02	534,130.00	616,972.85	_____
TOTAL Fringe Benefits	473,774.56	552,714.20	903,430.54	679,295.37	903,430.00	1,013,742.52	_____
<hr/>							
53 Other Salaries & Ben							
10533115 500195 PT Utility	698.14	.00	.00	.00	.00	.00	_____
10533115 500196 PT PW	-1,723,244.81	-1,910,226.52	-2,949,192.06	-2,092,200.59	-2,949,192.00	-3,196,769.18	_____
TOTAL Other Salaries & Ben	-1,722,546.67	-1,910,226.52	-2,949,192.06	-2,092,200.59	-2,949,192.00	-3,196,769.18	_____
TOTAL PW Operations Payroll	.00	.00	.00	128,394.59	.00	.00	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 31
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Operational Projects	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
<hr/>							
53 Other Salaries & Ben							
10533116 500196 PT PW	.00	.00	.00	9,412.19	.00	.00	_____
TOTAL Other Salaries & Ben	.00	.00	.00	9,412.19	.00	.00	_____
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55 Materials & Supplies							
10533116 500362 Eq Mnt Sup	.00	.00	.00	32.64	.00	.00	_____
TOTAL Materials & Supplies	.00	.00	.00	32.64	.00	.00	_____
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56 Other Expenses							
10533116 500905 ISF	.00	.00	.00	3,777.40	.00	.00	_____
TOTAL Other Expenses	.00	.00	.00	3,777.40	.00	.00	_____
TOTAL Operational Projects	.00	.00	.00	13,222.23	.00	.00	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 32
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Utility Operation Payroll Clri	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
<hr/>							
51 Salaries							
10533117 500110 Full Time	515,652.72	638,501.20	.00	.00	.00	.00	_____
10533117 500111 Part Time	24,066.00	31,248.00	.00	.00	.00	.00	_____
10533117 500112 Over Time	68,224.85	18,500.00	.00	.00	.00	.00	_____
TOTAL Salaries	607,943.57	688,249.20	.00	.00	.00	.00	_____
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52 Fringe Benefits							
10533117 500151 SS	44,076.52	52,651.56	.00	.00	.00	.00	_____
10533117 500152 WR	39,682.99	44,018.78	.00	.00	.00	.00	_____
10533117 500153 WC	24,894.34	30,145.44	.00	.00	.00	.00	_____
10533117 500154 H & L	169,842.86	223,900.56	.00	.00	.00	.00	_____
TOTAL Fringe Benefits	278,496.71	350,716.34	.00	.00	.00	.00	_____
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53 Other Salaries & Ben							
10533117 500195 PT Utility	-886,440.28	-1,038,965.54	.00	.00	.00	.00	_____
TOTAL Other Salaries & Ben	-886,440.28	-1,038,965.54	.00	.00	.00	.00	_____
TOTAL Utility Operation Payr	.00	.00	.00	.00	.00	.00	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 33
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Street Lighting	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
<hr/>							
53 Other Salaries & Ben							
10534210 500195 PT Utility	3,198.02	1,400.00	.00	.00	.00	.00	_____
10534210 500196 PT PW	8,348.51	23,345.79	24,745.79	7,008.75	24,945.79	8,173.92	_____
TOTAL Other Salaries & Ben	11,546.53	24,745.79	24,745.79	7,008.75	24,945.79	8,173.92	_____
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54 Contracted Services							
10534210 500201 Uemploy	32.04	36.34	36.34	27.27	36.34	28.65	_____
10534210 500214 Consult Sv	6,398.36	8,000.00	8,000.00	15,037.95	15,100.00	8,000.00	_____
10534210 500220 Electric	234,379.42	246,000.00	246,000.00	150,183.16	246,000.00	246,000.00	_____
TOTAL Contracted Services	240,809.82	254,036.34	254,036.34	165,248.38	261,136.34	254,028.65	_____
<hr/>							
55 Materials & Supplies							
10534210 500362 Eq Mnt Sup	5,101.14	10,000.00	10,000.00	2,430.92	3,000.00	10,000.00	_____
TOTAL Materials & Supplies	5,101.14	10,000.00	10,000.00	2,430.92	3,000.00	10,000.00	_____
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56 Other Expenses							
10534210 500905 Fl Interna	6,323.44	5,000.00	5,000.00	5,436.06	6,000.00	6,000.00	_____
TOTAL Other Expenses	6,323.44	5,000.00	5,000.00	5,436.06	6,000.00	6,000.00	_____
TOTAL Street Lighting	263,780.93	293,782.13	293,782.13	180,124.11	295,082.13	278,202.57	_____

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 34
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Parks Department			2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
<hr/>									
51	Salaries								
10555210	500110	FT Wages	23,583.83	52,767.26	52,767.26	39,693.55	52,767.26	53,606.57	
10555210	500111	PT Wages	2,775.17	3,116.63	3,116.63	1,424.40	3,116.63	2,805.28	
	TOTAL Salaries		26,359.00	55,883.89	55,883.89	41,117.95	55,883.89	56,411.85	
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52	Fringe Benefits								
10555210	500151	SS	1,971.15	4,275.12	4,275.12	3,058.97	4,275.12	4,315.48	
10555210	500152	WR	1,701.22	3,744.19	3,744.19	2,741.80	3,744.19	3,694.98	
10555210	500153	WC	60.83	89.41	89.41	87.50	89.41	90.23	
10555210	500154	H & L	6,323.19	16,151.60	16,151.60	11,811.30	16,151.60	16,968.36	
10555210	500158	LT Dis Ins	10.95	48.82	48.82	27.73	48.82	50.80	
	TOTAL Fringe Benefits		10,067.34	24,309.14	24,309.14	17,727.30	24,309.14	25,119.85	
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53	Other Salaries & Ben								
10555210	500195	PT Utility	12,836.30	.00	.00	.00	.00	.00	
10555210	500196	PT PW	205,032.42	223,199.10	223,199.10	148,632.13	200,673.00	170,421.25	
	TOTAL Other Salaries & Ben		217,868.72	223,199.10	223,199.10	148,632.13	200,673.00	170,421.25	
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54	Contracted Services								
10555210	500201	Uemploy	480.36	530.10	530.10	397.62	530.10	323.14	
10555210	500202	Employ Ev	3,603.40	3,000.00	3,000.00	689.00	3,000.00	3,000.00	
10555210	500210	Attrny Fee	71.87	500.00	500.00	.00	500.00	500.00	
10555210	500214	Consult Sv	9,832.72	5,000.00	5,000.00	1,107.50	5,000.00	5,000.00	
10555210	500215	Comm Svc	260.00	1,200.00	1,200.00	120.00	500.00	1,200.00	
10555210	500220	Electric	18,647.32	16,000.00	16,000.00	17,288.31	20,000.00	20,000.00	
10555210	500221	Gas	4,740.20	4,500.00	4,500.00	1,543.64	3,000.00	4,500.00	
10555210	500222	Sewer	2,020.92	2,500.00	2,500.00	1,639.53	2,500.00	2,500.00	
10555210	500223	Water	4,883.62	11,000.00	11,000.00	4,133.32	7,000.00	11,000.00	
10555210	500224	Telephone	600.00	600.00	600.00	450.00	600.00	600.00	
10555210	500228	Garbage	432.00	432.00	432.00	324.00	432.00	432.00	
10555210	500229	CW	37,048.36	37,000.00	37,000.00	32,465.23	43,000.00	43,000.00	
10555210	500230	Equip Ren	414.20	500.00	500.00	213.64	500.00	500.00	
10555210	500244	C Build Mt	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00	
10555210	500261	Meals/Lod	83.48	50.00	50.00	15.75	50.00	100.00	
10555210	500262	Conf/Sem	.00	230.00	230.00	60.00	230.00	230.00	
10555210	500283	Bball Main	9,864.46	17,000.00	17,000.00	12,234.24	20,000.00	17,000.00	
	TOTAL Contracted Services		92,982.91	101,042.10	101,042.10	72,681.78	107,842.10	110,885.14	
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55	Materials & Supplies								
10555210	500300	Membr/Sub	340.00	400.00	400.00	.00	.00	400.00	

10/10/2018 07:45
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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 35
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Parks Department			2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10555210	500310	Office Sup	260.03	250.00	250.00	141.48	250.00	250.00	
10555210	500311	Copy/Print	725.60	1,000.00	1,000.00	403.76	1,000.00	1,000.00	
10555210	500312	Mailing	.18	100.00	100.00	11.45	25.00	50.00	
10555210	500350	Minor Equi	1,399.61	1,000.00	1,000.00	1,212.24	1,300.00	1,000.00	
10555210	500352	Unifm Svc	338.43	500.00	500.00	.00	.00	.00	
10555210	500353	Safety Eq	2,375.11	2,700.00	2,700.00	1,836.70	2,700.00	2,700.00	
10555210	500355	Janitorial	224.77	1,200.00	1,200.00	832.01	1,200.00	1,200.00	
10555210	500362	Eq Mnt Sup	8,419.64	5,000.00	5,000.00	3,470.37	5,000.00	5,000.00	
10555210	500364	Bld Mnt Su	2,895.27	3,000.00	3,000.00	2,023.23	3,000.00	3,000.00	
10555210	500370	Landscapin	15,866.10	17,000.00	17,000.00	11,158.37	17,000.00	17,000.00	
10555210	500371	Signs	1,080.75	1,500.00	1,500.00	1,349.07	1,500.00	1,500.00	
10555210	500399	Misc Exp	104.88	500.00	500.00	54.11	500.00	500.00	
TOTAL Materials & Supplies			34,030.37	34,150.00	34,150.00	22,492.79	33,475.00	33,600.00	
56	Other Expenses								
10555210	500510	Insurance	3,215.89	3,000.00	3,000.00	2,354.42	2,500.00	2,000.00	
10555210	500521	One Time	.00	20,000.00	20,000.00	19,864.00	20,000.00	.00	
10555210	500905	Fl Interna	126,001.48	75,000.00	75,000.00	69,939.81	75,000.00	80,000.00	
TOTAL Parks Department			510,525.71	536,584.23	536,584.23	394,810.18	519,683.13	478,438.09	

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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 36
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Community Development	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10567110 500520 H. Society	24,179.15	24,372.00	24,372.00	9,014.15	24,372.00	24,372.00	
TOTAL UNDEFINED CHAR	153,396.52	122,372.00	122,372.00	101,172.38	121,872.00	106,372.00	
51 Salaries							
10567110 500110 FT Wages	301,715.95	306,919.86	297,484.86	225,381.03	297,485.00	312,592.40	
10567110 500111 PT Wages	28,545.40	33,175.46	26,018.46	18,174.65	26,018.00	31,365.69	
TOTAL Salaries	330,261.35	340,095.32	323,503.32	243,555.68	323,503.00	343,958.09	
52 Fringe Benefits							
10567110 500151 SS	24,689.79	26,017.68	25,034.68	18,183.14	24,409.00	26,312.52	
10567110 500152 WR	22,413.45	22,786.14	22,786.14	16,343.93	21,693.00	22,529.26	
10567110 500153 WC	528.96	544.18	544.18	374.81	483.00	550.42	
10567110 500154 H & L	63,278.40	68,931.84	68,931.84	51,698.88	66,060.00	74,618.40	
TOTAL Fringe Benefits	110,910.60	118,279.84	117,296.84	86,600.76	112,645.00	124,010.60	
53 Other Salaries & Ben							
10567110 500199 Pers Trans	-12,025.36	-12,459.86	-12,459.86	-10,643.11	-12,459.86	-12,250.84	
TOTAL Other Salaries & Ben	-12,025.36	-12,459.86	-12,459.86	-10,643.11	-12,459.86	-12,250.84	
54 Contracted Services							
10567110 500201 Uemploy	620.28	611.82	611.82	458.91	611.82	393.78	
10567110 500202 Employ Ev	.00	110.00	110.00	110.00	110.00	110.00	
10567110 500205 Publicatio	4,195.58	4,000.00	4,000.00	2,963.67	5,000.00	5,000.00	
10567110 500206 Con Print	30.89	1,500.00	1,100.00	.00	700.00	1,500.00	
10567110 500210 Attrny Fee	12,677.50	21,000.00	21,000.00	13,309.00	25,000.00	22,000.00	
10567110 500212 Eng Fee	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00	
10567110 500214 Consult Sv	2,698.55	4,300.00	4,300.00	2,866.50	4,400.00	4,500.00	
10567110 500215 Comm Svc	3,780.00	3,000.00	3,000.00	2,760.00	4,340.00	4,580.00	
10567110 500216 Leg Svc	3,868.96	7,000.00	10,000.00	7,834.75	12,000.00	10,000.00	
10567110 500224 Telephone	3,200.00	3,200.00	3,200.00	2,400.03	3,200.00	3,200.00	
10567110 500226 Data/Voice	501.94	950.00	950.00	270.00	950.00	950.00	
10567110 500260 T&M Reimb	448.25	3,550.00	3,550.00	1,343.65	3,050.00	3,550.00	
10567110 500261 Meals/Lod	1,711.26	2,600.00	3,000.00	2,765.92	2,840.00	3,500.00	
10567110 500262 Conf/Sem	1,648.57	2,800.00	2,800.00	2,520.24	2,520.00	3,475.00	
TOTAL Contracted Services	35,381.78	55,621.82	58,621.82	39,602.67	65,721.82	63,758.78	
55 Materials & Supplies							
10567110 500300 Memb/Sub	2,386.02	2,265.00	2,265.00	1,653.86	2,150.00	2,290.00	

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Village of Pleasant Prairie
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

P 37
bgnyrpts

PROJECTION: 19001 2019 General Fund Operating Budget

FOR PERIOD 99

ACCOUNTS FOR:

Community Development	2017 ACTUAL	2018 ORIG BUD	2018 REVISED BUD	2018 ACTUAL	2018 PROJECTION	2019 Administ	COMMENT
10567110 500310 Office Sup	497.11	1,500.00	1,500.00	1,386.98	1,500.00	1,500.00	
10567110 500311 Copy/Print	6,820.57	8,450.00	8,450.00	5,947.97	8,350.00	8,450.00	
10567110 500312 Mailing	3,042.55	5,010.00	5,010.00	1,877.17	4,410.00	4,990.00	
10567110 500350 Minor Equi	.00	500.00	500.00	36.91	500.00	500.00	
10567110 500399 Misc Exp	149.15	1,200.00	1,200.00	270.99	1,210.00	1,210.00	
TOTAL Materials & Supplies	12,895.40	18,925.00	18,925.00	11,173.88	18,120.00	18,940.00	
56 Other Expenses							
10567110 500510 Insurance	1,049.86	1,033.00	1,108.00	1,107.48	1,107.00	1,200.00	
10567110 500521 One Time	7,000.00	.00	14,500.00	19,500.00	19,500.00	.00	
10567110 500905 ISF	2,466.38	3,600.00	3,600.00	1,362.60	3,500.00	3,600.00	
TOTAL Other Expenses	10,516.24	4,633.00	19,208.00	21,970.08	24,107.00	4,800.00	
TOTAL Community Development	512,119.16	549,467.12	549,467.12	401,274.11	556,008.96	567,588.63	
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	
TOTAL EXPENSE	17,263,201.04	17,031,962.00	17,031,962.00	12,772,181.05	16,791,925.01	18,533,001.52	
GRAND TOTAL	17,263,201.04	17,031,962.00	17,031,962.00	12,772,181.05	16,791,925.01	18,533,001.52	

** END OF REPORT - Generated by Laura DeLaRosa **

**Village of Pleasant Prairie
2019 General Fund Budget
Decision Packages**

Priority		Admin	Dept	Department	Name of Program	Reason	Dept Request			Admin Recommendation		Fund 100- Operating		Cumulative
Admin	Dept						Expense	Revenue	Net	Adjustment	Net	% in	Amount	
Recurring														
<u>Recommended</u>														
1	1	Finance		Dog License Fee Increase				(3,040)	(3,040)		(3,040)	100%	(3,040)	(3,040)
2	1	CD		Application fee Increase				(2,340)	(2,340)		(2,340)	100%	(2,340)	(5,380)
3	4	Police		Records Fee Increase				(1,566)	(1,566)		(1,566)	100%	(1,566)	(6,946)
4	3	Police		Officer Mental Health Assessment			10,000		10,000		10,000	100%	10,000	3,054
5	1	Police		Add two officers and equipment	Add one officer and equipment		179,650		179,650	(89,825)	89,825	100%	89,825	92,879
6	1	Parks		PT Forestry/Landscaping position to Full-time			51,686		51,686		51,686	100%	51,686	144,565
7	1	Public Safety		Make 7 Part time Dispatchers Full Time (From 32-40 Hours)			68,151		68,151		68,151	100%	68,151	212,716
8		Parks		Replace EAB Trees (Annual Tree Maintenance)	Moved from Capital					30,000	30,000	100%	30,000	242,716
9	3	Fire & Rescue		Eliminate Residential burn permits				485	485		485	100%	485	243,201
10	2	CD		Full-time Municipal Code Enforcement Officer			75,349	(21,840)	53,509		53,509	100%	53,509	296,710
<u>Not Recommended</u>														
11	1	Fire & Rescue		Add six full-time firemedic positions			465,026		465,026	(465,026)	-	100%	-	296,710
12	1	PW		PT Highway / Clean Water employee to Full-time position			42,718		42,718	(42,718)	-	60%	-	296,710
13	1	Village Clerk		Full-time Deputy Clerk / Election Specialist			53,748		53,748	(53,748)	-	100%	-	296,710
One-time														
<u>Recommended</u>														
2		Fire & Rescue		Station 2 LED Lighting Replacement			13,500		13,500		13,500	100%	13,500	13,500
4		Fire & Rescue		Hydrotest SCBA Air Cylinders	Every 5 years SCBA need to be tested		2,600		2,600		2,600	100%	2,600	16,100
NA		Fire & Rescue		Fire Staffing Study	In lieu of hiring additional staff		-		-	30,000	30,000	100%	30,000	46,100
1		HR		Compensation Survey			35,000		35,000		35,000	100%	35,000	81,100
4		Parks		Bridge at Brookside Garden Park			10,000		10,000		10,000	100%	10,000	91,100
2		Police		Chairs for Detectives and Conference rooms			9,000		9,000		9,000	100%	9,000	100,100
5		Police		Glock Handgun replacement			5,421		5,421		5,421	100%	5,421	105,521
6		Police		Probationary Uniform Allowance			8,400		8,400		8,400	100%	8,400	113,921
1		Roger Prange		Additional electrical outlets in Police Department			10,000		10,000		10,000	100%	10,000	123,921
2		Roger Prange		Storage Bay Floor Epoxy Seal	Moved from Capital - Under \$50,00		-		-	40,000	40,000	100%	40,000	163,921
2		Roger Prange		Security fencing around Prange			40,000		40,000		40,000	100%	40,000	203,921
2		Village Clerk		General Code - Editorial and Legal Analysis			7,900		7,900		7,900	100%	7,900	211,821
1		Village Hall		Repairs to Court Room / Village Hall Entrance Doors	Base of doors are corroded		2,000		2,000		2,000	100%	2,000	213,821
NA		IT		Public Safety Communication Study	Transferred portion of capital request					30,000	30,000	100%	30,000	243,821
<u>Not Recommended</u>														
3		Parks		Construct trail thru Village Green Woods in Deveonshire			48,230		48,230	(48,230)	-	100%	-	243,821
2		Parks		Pleasant Prairie Park Light Demo and fence			13,000		13,000	(13,000)	-	100%	-	243,821
							1,151,379		1,123,078	(582,547)	540,531		540,531	-

Village of Pleasant Prairie
Proposed 2019 Budget
General Government

Debt Fund



Budget Projection - Compared to Prior Year's Actuals

For Fund - 301 - Gen Debt - Fiscal Year - 2018

BudProjctPriorYrsComp - INTERNAL\kgoessl

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
Revenues									
Taxes									
	Finance	1,520,952	1,520,952	1,763,872	1,763,872	1,763,872	1,763,872	1,748,267	0
31415110-411100	General Property Tax Revenue	1,520,952	1,520,952	1,763,872	1,763,872	1,763,872	1,763,872	1,748,267	0
	Total for : Taxes	1,520,952	1,520,952	1,763,872	1,763,872	1,763,872	1,763,872	1,748,267	0
Spec Asses									
	Finance	8,782	4,271	8,907	1,755	4,189	4,147	4,147	0
31425110-420001	Special Assessments	8,782	4,271	8,907	1,755	4,189	4,147	4,147	0
	Total for : Spec Asses	8,782	4,271	8,907	1,755	4,189	4,147	4,147	0
Misc Rev									
	Finance	23,832	48,488	23,474	33,702	50,474	33,316	33,316	0
31485110-481101	Interest On Investments	10,201	22,922	12,000	21,988	35,000	20,000	20,000	0
31485110-481301	Interest On Special Assessment	13,631	25,566	11,474	11,714	15,474	13,316	13,316	0
	Total for : Misc Rev	23,832	48,488	23,474	33,702	50,474	33,316	33,316	0
Oth Fin Sc									
	Finance	228,591	253,853	0	0	0	0	0	0
31495110-491001	Proceeds On G.O. Debt	0	245,000	0	0	0	0	0	0
31495110-491002	Premium On G.O. Debt	228,591	8,853	0	0	0	0	0	0
	Total for : Oth Fin Sc	228,591	253,853	0	0	0	0	0	0
	Total Revenues:	1,782,158	1,827,564	1,796,253	1,799,328	1,818,535	1,801,335	1,785,730	0
Operating Expenses									
Dbt Serv									
	Finance	1,617,900	1,842,263	1,796,253	1,569,853	1,796,253	1,360,112	1,785,730	0
31585110-500610	Principal On Long Term Notes	1,325,000	1,500,000	1,497,000	1,397,000	1,497,000	1,100,000	1,500,000	0
31585110-500620	Interest Expense	292,900	342,263	299,253	172,853	299,253	260,112	285,730	0
	Total for : Dbt Serv	1,617,900	1,842,263	1,796,253	1,569,853	1,796,253	1,360,112	1,785,730	0



Budget Projection - Compared to Prior Year's Actuals

For Fund - 301 - Gen Debt - Fiscal Year - 2018

BudProjctPriorYrsComp - INTERNAL\kgoessl

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
Operating Expenses									
Oth Fin Us									
	Finance	0	3,947	0	0	0	0	0	0
31595110-500630	Issuance Expense	0	3,947	0	0	0	0	0	0
	Total for : Oth Fin Us	0	3,947	0	0	0	0	0	0
	Total Operating Expenses:	1,617,900	1,846,209	1,796,253	1,569,853	1,796,253	1,360,112	1,785,730	0

Fund Balance

Beginning Fund Balance	842,315	1,006,573	987,927	987,927	987,927	1,010,210	1,010,210	1,010,210
Income / (Loss)	164,258	(18,645)	0	229,475	22,282	441,223	0	0
Ending Fund Balance	1,006,573	987,927	987,927	1,217,403	1,010,210	1,451,433	1,010,210	1,010,210
Reserved	0	0	0	0	0	0	0	0
UnReserved Fund Balance	1,006,573	987,927	987,927	1,217,403	1,010,210	1,451,433	1,010,210	1,010,210
25% of Expenses	(404,475)	(461,552)	(449,063)	(392,463)	(449,063)	(340,028)	(446,433)	0
Available	602,098	526,375	538,864	824,939	561,146	1,111,405	563,777	1,010,210

Village of Pleasant Prairie
Proposed 2019 Budget
General Government

Capital Fund



Budget Projection - Compared to Prior Year's Actuals

For Fund - 410 - Gen Cap - Fiscal Year - 2018

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
Revenues									
Taxes									
	Finance	1,299,898	1,363,579	757,294	757,294	757,294	757,294	1,467,455	0
40415110-411100	General Property Tax Revenue	1,299,898	1,363,579	757,294	757,294	757,294	757,294	1,467,455	0
	Total for : Taxes	1,299,898	1,363,579	757,294	757,294	757,294	757,294	1,467,455	0
Interg Rev									
	PW	719,364	739,048	849,905	849,905	849,905	977,394	977,394	0
40433111-435310	Road Grant From State	719,364	739,048	849,905	849,905	849,905	977,394	977,394	0
	Finance	121,691	46,948	46,948	46,948	46,948	46,948	206,575	0
40435110-434100	Income Tax from State	46,948	46,948	46,948	46,948	46,948	46,948	206,575	0
40435110-435211	Grants	74,743	0	0	0	0	0	0	0
	Total for : Interg Rev	841,055	785,996	896,853	896,853	896,853	1,024,342	1,183,969	0
Public Chg									
	Finance	463,317	394,586	150,000	383,171	400,000	150,000	150,000	0
40465110-461002	Impact Fees	463,317	394,586	150,000	383,171	400,000	150,000	150,000	0
	Total for : Public Chg	463,317	394,586	150,000	383,171	400,000	150,000	150,000	0
Misc Rev									
	Finance	11,546	17,775	107,872	(3,500)	129,442	10,000	223,558	0
40485110-481101	Interest On Investments	11,546	5,835	20,000	(4,500)	(8,000)	10,000	10,000	0
40485110-484401	Insurance Dividends / Awards	0	0	0	1,000	1,000	0	0	0
40485110-485001	Donations	0	11,941	0	0	0	0	0	0
40485110-489001	Miscellaneous Receipts	0	0	87,872	0	136,442	0	213,558	0
	Total for : Misc Rev	11,546	17,775	107,872	(3,500)	129,442	10,000	223,558	0
Oth Fin Sc									
	Finance	3,340,543	293,342	5,188,900	0	1,407,400	329,500	13,500	0
40495110-491001	Proceeds On G.O. Debt	3,245,000	267,000	1,450,000	0	1,379,000	316,000	0	0
40495110-491002	Premium On G.O. Debt	40,680	0	0	0	0	0	0	0
40495110-491103	Sale Of Property / Equipment	1	0	3,710,500	0	0	0	0	0



Budget Projection - Compared to Prior Year's Actuals

For Fund - 410 - Gen Cap - Fiscal Year - 2018

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
40495110-491104	Sale Of Property/Equip-Law Enf	54,862	26,342	28,400	0	28,400	13,500	13,500	0
	Total for : Oth Fin Sc	3,340,543	293,342	5,188,900	0	1,407,400	329,500	13,500	0
	Total Revenues:	5,956,358	2,855,278	7,100,919	2,033,818	3,590,989	2,271,136	3,038,482	0
Operating Expenses									
Oth Fin Sc									
40495110-500630	Issuance Expense	65,680	4,980	28,430	0	37,320	6,419	0	0
	Total for : Oth Fin Sc	65,680	4,980	28,430	0	37,320	6,419	0	0
Cap Outlay									
	Police	150,734	281,006	181,328	360,678	395,867	213,629	211,828	0
	Fire & Res	355,558	1,347,819	1,303,544	443,865	463,986	679,910	1,561,483	0
	PW	10,000	0	0	0	0	80,000	50,000	0
	Admin	5,535	133,337	0	0	0	33,746	33,746	0
	IT	63,789	165,426	341,000	288,444	306,444	406,835	177,625	0
	Street Lt	0	0	0	16,899	16,900	0	0	0
	Finance	6,300	0	0	0	0	0	0	0
	Parks	187,077	5,086	0	0	0	275,350	151,500	0
	Public Saf	0	0	0	123,929	123,929	150,000	0	0
	Prange	5,700	26,077	0	0	0	343,000	275,000	0
	Total for : Cap Outlay	784,693	1,958,751	1,825,872	1,233,815	1,307,126	2,182,470	2,461,182	0
Capital									
	Projects	5,150,489	2,304,925	1,649,000	1,310,586	1,644,999	1,825,272	1,890,272	0
	Total for : Capital	5,150,489	2,304,925	1,649,000	1,310,586	1,644,999	1,825,272	1,890,272	0
	Total Operating Expenses:	6,000,862	4,268,655	3,503,302	2,544,401	2,989,445	4,014,161	4,351,454	0
Transfers									
40975110-492001	Transfer In	1,305,000	133,337	0	0	0	0	850,000	0
40975110-500900	Transfer Out	(18,900)	0	0	0	0	0	0	0
	Total Transfers:	1,286,100	133,337	0	0	0	0	850,000	0



Budget Projection - Compared to Prior Year's Actuals

For Fund - 410 - Gen Cap - Fiscal Year - 2018

Org-Obj	Acct Description	Actual - 2016	Actual - 2017	Amend Bud 2018	Actual - 2018	Estimate 2018	Dept Req 2019	Admin Req 2019	Final - 2019
Fund Balance									
	Beginning Fund Balance	2,449,128	3,690,725	2,410,685	2,410,685	2,410,685	3,012,229	3,012,229	3,012,229
	Income / (Loss)	1,241,597	(1,280,040)	3,597,617	(510,583)	601,544	(1,743,025)	(462,972)	0
	Ending Fund Balance	3,690,725	2,410,685	6,008,302	1,900,102	3,012,229	1,269,204	2,549,257	3,012,229
	Reserved (Impact Fees & Borrowing Balance)	2,411,801	1,617,379	5,216,185	1,505,685	2,427,258	1,655,685	1,655,685	0
	UnReserved Fund Balance	1,278,924	793,306	792,117	394,417	584,971	(386,481)	893,572	3,012,229
	25% of Expenses	(1,500,215)	(1,067,164)	(875,826)	(636,100)	(747,361)	(1,003,540)	(1,087,864)	0
	Available	(221,291)	(273,858)	(83,709)	(241,683)	(162,390)	(1,390,021)	(194,291)	3,012,229

Village of Pleasant Prairie
2019 Budget
Capital Requests

Project Number	Priority	Admin Priority	Project Name	Dept Name	Dept Request	Not Funded	Moved to Operating	Admin Request	Revenue Source			
									Levy/	Other	Borrowing	Other
Recommended												
84223	2	1	Ambulance	Fire & Rescue	309,581			309,581	271,023		38,558	
84101	1	1	Paving Program	Roads	1,825,272			1,825,272	1,825,272			
PO-01	1	1	Vehicle Fleet Replacements	Police	108,000			108,000	108,000			
PO-02	1	2	Additional Fleet Vehicle	Police	84,900			84,900	84,900			
IT-05	6	2	Board agenda Software	Information Technology	20,000			20,000	20,000			
IT-01	2	2	Cell Technology Emergency Services	Information Technology	35,000			35,000	35,000			
IT-01	5	2	Fiber connect-LakeView West Water Tower	Information Technology	50,875			50,875	50,875			
IT-01	4	2	Fiber connect-Sheridan Rd Radio Tower	Information Technology	36,750			36,750	36,750			
PW-15-01RPC	1	2	HVAC and Boiler Replacement	Roger Prange	95,000			95,000	95,000			
FR-23	1	2	Mobile and Portable Radios and Pagers	Fire & Rescue	195,329			195,329	195,329			
P-17-06	2	2	Prairie Springs Park Open Shelter	Parks	50,000			50,000	10,000		40,000	
PW-19-01	1	2	Rebuild Salt Shed Wall	Public Works	50,000			50,000	50,000			
IT-01	1	2	Record all voice and radio for Public Safety	Information Technology	15,000			15,000	15,000			
RP-19-02	2	2	Replace roof at Prange	Roger Prange	180,000			180,000	180,000			
P-14-05	3	3	All Parks ADA Compliant	Parks	51,500			51,500	51,500			
RPC-18-04	2	3	Badger Books (e-poll books)	Village Clerk	33,746			33,746	33,746			
P-13-03	6	3	North Ballfields Parking - Overflow	Parks	50,000			50,000	50,000			
IT-05	3	3	Cyber Security (Sandbox)	Information Technology	20,000			20,000	20,000			
FR-18	3	3	CMD Post Comm Vehicle	Fire & Rescue	175,000			175,000	-		175,000	
74102	1	1	Replace EAB Trees	Parks	35,000	Recurring	(35,000)	-	-			
PW-14-01RPC	4	2	Storage Bay Floor Epoxy Seal	Roger Prange	40,000	One-time	(40,000)	-	-			
Carryover												
R-16-02	5	5	Transportation Plan	Roads				65,000	65,000			
FR-07	1	2	Replace 1990 Pumper tanker	Fire & Rescue				881,573		881,573		
PO-02	4	8	Automatic License Plate Recognition	Police				18,928	18,928			
Not Recommended												
PSC-1	1	3	Communciation Stability	Public Safety Communications	150,000	(120,000)	(30,000)	-	-			
RP-19-04	3	3	Generator at RPC Storage Building	Roger Prange	28,000	(28,000)		-	-			
IT-05	7	3	Multi-factor authentication	Information Technology	25,000	(25,000)		-	-			
PO-03	1	3	Radar Speed Trailer	Police	20,729	(20,729)		-	-			
PW-19-02	2	3	Salt Brine Making System	Public Works	30,000	(30,000)		-	-			
IT-01	9	4	Fiber connect-Premium Outlets	Information Technology	95,858	(95,858)		-	-			
IT-01	10	4	Fiber connect-Shops at Prairie Ridge	Information Technology	90,352	(90,352)		-	-			
P-14-02	5	4	Mompers Woods Improvements (Planning)	Parks	38,850	(38,850)		-	-			
P-17-07	4	4	North Ball Diamond Drainage Improvement	Parks	50,000	(50,000)		-	-			
IT-05	8	4	Security Center	Information Technology	18,000	(18,000)		-	-			
Total					4,007,742	(516,789)	(105,000)	4,351,454	3,216,323	881,573	253,558	

PILOT AGREEMENT

Document Number

Document Title

THIS PILOT AGREEMENT (“Agreement”) is entered into and effective as of November 1, 2018, by and among (i) **AMERICAN EAGLE PLEASANT PRAIRIE LLC**, a Delaware limited liability company (“American Eagle”), and (ii) **THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN** (the “Village”) (collectively, the “Parties”).

RECITALS:

A. The Capital Trust Agency, a legal entity duly created and public agency duly organized and existing under the laws of the State of Florida (the “Authority”), proposes the issuance of its Senior Living Revenue Bonds (American Eagle Portfolio Project), Series 2018 (the “Bonds”) in an amount up to \$275,000,000, of which an amount approximately equal to \$6,593,685 will be used to pay the costs of the acquisition, construction, renovation, installation and equipping of the Property, as hereinafter defined.

B. Pursuant to Section 70.11 of the Wisconsin Statutes, the acquisition of the Property by American Eagle may result in an exemption from property tax (the “Exemption”).

C. As an inducement to the Village to provide its consent under Section 147(f) of the Internal Revenue Code of 1986, as amended, the Village and American Eagle desire to enter into this Agreement, under which American Eagle, its successors, assigns and future owners of the Property, make certain payments in lieu of property taxes in the event of an Exemption.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

“PILOT Payment” for any calendar year shall be equal to the total annual ad valorem real and personal property taxes which would have been due and payable to the Village for the Property if the Property had not received an Exemption, taking into account the reappraisals, changes in the millage rate and improvements to the Property which increase the valuation of the Property.

“Property” means collectively, the Real Property, building and equipment.

Recording Area

Name and Return Address

Dinsmore & Shohl LLP
191 W. Nationwide Blvd, Suite 300
Columbus, Ohio 43215
Attn: Glendon B. Pratt

91-4-122-043-0086

Parcel Identification Number (PIN)

“Real Property” means that certain site located in the Village of Pleasant Prairie, Wisconsin as more particularly described on **Exhibit A** attached hereto and incorporated herein, together with all improvements thereon.

ARTICLE II PILOT

As an inducement to the Village to approve the financing of the Property, and in consideration of governmental services and benefits to the Property furnished by the Village, beginning in the year the Property or any portion thereof becomes exempt from ad valorem real estate property tax, and so long as the Property or any portion thereof continues to be exempt, in whole or part, under Section 70.11 of the Wisconsin Statutes, or any successor statute, the owner of the Property, its successors and assigns, shall pay the Village an annual PILOT Payment for the Property or the portion thereof which is exempt for each calendar year. At such time that any owner of the Property is granted tax exempt status with respect to the Property or any portion thereof pursuant to Wisconsin Statute 70.11, or any successor statute, such owner shall then make PILOT Payments to the Village. PILOT Payments for the year in which the Property or a portion thereof becomes exempt and subsequent years shall be due and payable in full on or before January 31 of the year following the calendar year for which the PILOT Payment was calculated.

The Village’s assessor’s office may review the Property’s or any portion of the Property’s exempt status under Section 70.11 of the Wisconsin Statutes, or any successor statute, from time to time with the respective January 1 dates being the reference dates for those exemption reviews. If the Village, as a result of those reviews or otherwise, determines that all or any portion of the Property no longer qualifies (or does not qualify) for exemption from property tax (i) the Village will provide notice of such determination to the owner or its successor or assigns; (ii) the payment of PILOT Payments shall be suspended with respect to any years applicable with respect to any portions of the Property for which exemption no longer applies and (iii) the Property or any portion thereof which does not qualify for exemption shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. Notwithstanding anything to the contrary contained herein, American Eagle and its successors and assigns acknowledges that it is or may be bound by the reporting requirement set forth in the preamble to Section 70.11 of the Wisconsin Statutes and that under Wisconsin Statute Section 70.109, exemptions are strictly construed; it is presumed that the Property is taxable, and the burden is on the person claiming exemption. American Eagle and its successors and assigns shall have the same rights to contest the assessed valuation of the Property as a taxpaying owner under Wisconsin law. The Village acknowledges an owner of the Property’s right to contest the assessed valuation of the Property under the procedures provided in Section 70.47 of the Wisconsin Statutes or any successor statute.

**ARTICLE III
MISCELLANEOUS**

Section 3.1 Entire Agreement.

This Agreement embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention that has not been embodied in this Agreement has been made by any party.

Section 3.2 Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 3.3 Amendment; Waiver.

This Agreement may be amended, modified or superseded only by a written instrument signed by all of the Parties to this Agreement. No party will be deemed have waived compliance by another party of any provision of this Agreement unless such waiver is contained in a written instrument signed by the waiving party and no waiver that may be given by a party will be applicable except in the specific instance for which it is given. The failure of any party to enforce at any time any of the provisions of this Agreement or to exercise any right or option contained in this Agreement or to require at any time performance of any of the provisions of this Agreement, by any of the other parties, will not be construed to be a future waiver of such provisions and will not affect the validity of this Agreement or any of its provisions or the right of such Party thereafter to enforce each provision of this Agreement. No course of dealing will operate as a waiver or modification of any provision of this Agreement or otherwise prejudice such party's rights, powers and remedies.

Section 3.4 Binding Effect.

All of the provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the Parties to this Agreement and their respective heirs, executors, administrators; legal representatives, successors and assigns.

Section 3.5 Further Assurances.

Throughout the term of this Agreement, each Party will execute and deliver such additional documents or take such additional actions as may be requested by another party to this Agreement if such requested document or action is reasonably necessary to effect the transactions described in this Agreement.

Section 3.6 Construction and Interpretation of Agreement.

(a) Section titles or captions in this Agreement are included for purposes of convenience only and will not be considered a part of the agreement in construing or interpreting any of its provisions. All references in this Agreement to Sections will refer to sections of this Agreement unless the context clearly otherwise requires.

(b) When used in this Agreement, the word “including” will have its normal common meaning and any list of items that may follow such word will not be deemed to represent a complete list of the contents of the referent of the subject.

(c) The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(d) Unless the context otherwise requires, when used in this Agreement, the singular will include the plural, the plural will include the singular, and all nouns, pronouns and any variations thereof will be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

(e) The parties do not intend that this Agreement will confer on any third party any right, remedy or benefit, or that any third party will have any right to enforce any provision of this Agreement.

Section 3.7 Governing Law.

This Agreement will be governed by, and will be construed and enforced in accordance with, the laws of the State of Wisconsin, without giving effect to any conflict of law rule or principle of such state. Any dispute hereunder or any appeal from a decision hereunder shall be instituted exclusively in the courts of the State of Wisconsin.

Section 3.8 Limited Assignment; Binding Effect.

No party shall assign any of its rights or obligations under this Agreement without obtaining the prior written consent of the other parties, except that American Eagle shall assign all of its rights and obligations under this Agreement without the prior consent of other parties in connection with the sale of the Property. American Eagle shall notify the Village of any transfer or assignment to any entity that is not designated by the Internal Revenue Service as a 501(c)(3) entity. Subject to the foregoing, all the provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties to this Agreement and their respective heirs, legal representatives, successors and assigns.

Section 3.9 Severability of Provisions.

If a court in any proceeding holds any provision of this Agreement or its application to any person or circumstance invalid, illegal or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was

held to be invalid, illegal or unenforceable, shall not be affected, and shall be valid, legal and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed in this Agreement. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties intend that the court add to this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be valid and enforceable, so as to effect the original intent of the parties to the greatest extent possible.

Section 3.10 Covenants to Run with the Land; Successors Bound.

American Eagle hereby subjects the Real Property to the covenants, reservations and restrictions set forth in this Agreement. The Parties hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land and shall pass to and be binding upon American Eagle's successors in title to the Real Estate throughout the term of this Agreement. Each and every contract, deed, mortgage, or other instrument hereafter executed covering or conveying the Real Property or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage or other instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

**AMERICAN EAGLE PLEASANT PRAIRIE
LLC, a Delaware limited liability company**

By: _____

Name: _____

Title: _____

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW) ss.

Personally came before me this ____ day of _____, 2018 the above-named _____, to me known to be the _____ of American Eagle Pleasant Prairie LLC, who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.

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

VILLAGE OF PLEASANT PRAIRIE,
a Wisconsin municipal corporation

By: _____
Name: John P. Steinbrink
Title: Village President

By: _____
Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2018 the above-named John P. Steinbrink and Jane C. Snell to me known to be the Village President and Village Clerk of the Village of Pleasant Prairie, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

Jean M. Werbie-Harris, Notary Public,
Kenosha County, Wisconsin
My Commission Expires _____

This instrument drafted by:
Glendon B. Pratt
Dinsmore & Shohl LLP
191 W. Nationwide Blvd, Suite 300
Columbus, Ohio 43215

EXHIBIT A

DESCRIPTION OF PROPERTY

Property Address: 7377 88th Avenue, Pleasant Prairie, Kenosha County, Wisconsin 53158.

Description of Real Property

PARCEL I:

Parcel B of Certified Survey Map Number 1231, recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on November 10, 1988 in Volume "1322" Records, page 89, document number 811151, and being part of the Southwest 1/4 of Section 4, Town 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

PARCEL II:

A parcel of land being part of Parcel C, of Certified Survey Map Number 1231, recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on November 10, 1988 in Volume "1322" Records, page 89, document number 811151, and being part of the Southwest 1/4 of Section 4, Town 1 North, Range 22 East of the Fourth Principal Meridian, described as follows: Beginning at the northwest corner of said Parcel C; thence North 88 degrees 05 minutes 18 seconds East 367.60 feet to the Northeast corner of Parcel C; thence South 02 degrees 16 minutes 11 seconds East 333.50 feet; thence South 88 degrees 05 minutes 18 seconds West 367.60 feet; thence North 02 degrees 16 minutes 11 seconds West 333.50 feet to the point of beginning, lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

PARCEL III:

Together with non exclusive driveway easements under Easement Agreement recorded February 7, 1997 as document number 1048770.

RESOLUTION #18-37

RESOLUTION AUTHORIZING
RBC WEALTH MANAGEMENT TO MANAGE
A PORTION OF OUR CASH RESERVES
PER OUR INVESTMENT POLICY

WHEREAS, the Village of Pleasant Prairie has used Morgan Stanley to service our investment accounts for our sewer replacement fund and a portion of our cash reserves. With Roseanne Kelly and Rich Knowlton being our financial advisory team.

WHEREAS, Morgan Stanley sent a letter dated October 1, 2018 stating “As a result of changes to Firm policies, we regret that we will no longer be able to service certain government entity account(s). We encourage you to transition your account(s) to a new financial institution as soon as possible.”

WHEREAS, our Morgan Stanley financial advisory team are now at RBS Wealth Management and has offered to continue to services our investment. RBS Wealth Management is one of the largest full service wealth management firms in the United States. RBC carries one of the highest credit rating of any financial institution, Moody’s A1.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Village Treasurer can move our investments of \$1.2 million sewer replacement fund, and \$8.4 million general cash reserves from Morgan Stanley to RBC Wealth Management. The Village Treasurer may make future investments decision with RBC Wealth Management per the Village of Pleasant Prairie investment policy

Passed and adopted this 15th day of October 2018.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

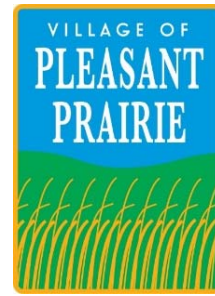
Attest:

Jane Snell, Clerk

Posted: _____

MEMORANDUM

To: Village President and Village Board of Trustees
From: Jane C. Snell
Date: October 9, 2018
Re: Stateline Quik Shop – Liquor License Agent Change



Office of the Village Clerk

Graham Enterprise, Inc., d/b/a Stateline Quik Shop has submitted a request to change the agent who holds a Class "A" Fermented Malt Beverage license which is located at 12720 Sheridan Road in Pleasant Prairie. The previous agent is no longer an employee at this establishment. The corporation has requested Dawn L. Butterworth be appointed as the successor agent. The requirements have been satisfied in submitting this request, and Chief Smetana has completed and approved the police check with respect to Ms. Butterworth.

I recommend approval of Dawn L. Butterworth as successor agent for the Stateline Quik Shop.