



AGENDA

Village Board - Regular Meeting

Village Hall Auditorium
9915 - 39th Avenue
Pleasant Prairie, WI
Monday, July 8, 2024
6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meeting
 - 4.A Approval of June 24, 2024, Village Board Minutes.
[June 24, 2024 Village Board Minutes.pdf](#)
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
 - 7.A Consider approval of Resolution #24-28, at the request of Mike Honold, to re-consider the previous May 22, 2023 Village Board approval of Resolution #23-17, which designated a portion of Park Drive in the Village of Pleasant Prairie as a One-Way Highway.
[Beer Garden Request One Way Parking Revisions \(Mike Honold\) 6-12-24.pdf](#)
[DPW Estimate - Remove One-Way #1 \(5-15-24\).pdf](#)
[Furture Parking Lot - Concept 1.pdf](#)
[Furture Parking Lot - Concept 2.pdf](#)
[VB Resolution #23-17 - Designate a Portion of Park Drive a One-Way Highway 5-22-23.pdf](#)
[VB Resolution #24-28 to Redsignate Portion of Park Drive a One-Way Highway 7-8-24.pdf](#)
 - 7.B Consider approval of revised Relocation Order for intersection improvements located at 47th Avenue and 128th Street.
[IGA Between the County of Lake, Illinois and the Village of Pleasant Prairie.pdf](#)
[Location Map.pdf](#)
[Relocation Order Revision 47th Avenue and 128th Street Intersection Improvements.pdf](#)
 - 7.C Consider approval of selling parcel 92-4-122-343-0135, owned by the Village of Pleasant Prairie, to VPX FARM LLC.
[Appraisal - Parcel No. 92-4-122-343-0135 - Vacant 1.102 Acres - Village of Pleasant Prairie - 05-02-2024.pdf](#)
[Purchase Offer Letter.pdf](#)
[Purchase and Sale Agreement 6.21.24.pdf](#)

- 7.D Presentation of the current fleet operations to industry best practices and make improvements in the areas of outsourcing, acquisition financing, technology and policies by Matrix Consulting Group.

[Pleasant Prairie FR 06-30.pdf](#)

8. Village Board Comments
9. Adjournment

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



AGENDA ITEM COVER
Village Board - Regular Meeting
July 08, 2024

AGENDA ITEM TITLE:

Approval of June 24, 2024, Village Board Minutes.

PROPOSED BY: Village Clerk

FISCAL IMPACT: No

AGENDA CATEGORY: Action

BUDGETED: No

MEETING TYPE REQUIRED:

BUDGET TYPE:

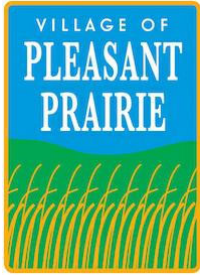
STRATEGIC INITIATIVE: No

SUMMARY:

STAFF RECOMMENDATION:

Approval of June 24, 2024, Village Board Minutes.

[June 24, 2024 Village Board Minutes.pdf](#)



MINUTES

Village Board - Regular Meeting

Village Hall Auditorium
9915 - 39th Avenue
Pleasant Prairie, WI
Monday, June 24, 2024
6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

Present were President John Steinbrink, Sr. and Village Trustees, Dave Klimisch and James Kedrow and Mike Pollocoff. Absent and excused was Trustee, James Kremer.

4. Minutes of Meeting
 - 4.A Approval of June 10, 2024, Regular and Executive Session Village Board Meeting Minutes.

Pollocoff moved to approve June 10, 2024, Regular and Executive Session Village Board Meeting Minutes; Seconded by Klimisch; Motion carried 4-0.

5. Citizen Comments – There were no sign ups under Citizen Comments.
6. Administrator's Report
7. New Business

- 7.A Consider approval of Assignment of Municipal Revenue Obligation's from FRED - Northwest Lot 4, LLC. to FRED-Pleasant Prairie Partners, LLC

Kathy Goessl presented.

Klimisch moved to approve Assignment of Municipal Revenue Obligation's from FRED - Northwest Lot 4, LLC. to FRED-Pleasant Prairie Partners, LLC; Seconded by Kedrow; Motion carried 4-0.

Klimisch moved to take Items 7.B and 7.C together with separate action; Seconded by Pollocoff; Motion carried 4-0.

- 7.B Consider approval of Ordinance #24-20 for a Comprehensive Plan Amendment to fill approximately 1,665 square feet of wetlands for the construction of a driveway for a new single family home being constructed at 3572 128th Street.

Rob Hanson, Community Development Director, presented.

Pollocoff moved to approve Ordinance #24-20; Seconded by Kedrow; Roll Call Vote – Kedrow-aye; Klimisch-aye; Pollocoff-aye; Steinbrink-aye; Motion carried 4-0.

- 7.C Consider approval of Ordinance #24- 21 for a Zoning Map Amendment to fill approximately 1,665 square feet of wetlands for the construction of a driveway for a new single -family home being constructed at 3572 128th Street to rezone the non-wetland areas to A-3, Limited Agricultural District.

Rob Hanson, Community Development Director, presented.

Klimisch moved to approve Ordinance #24-21; Seconded by Pollocoff; Motion carried 4-0.

- 7.D Consider approval of Ordinance #24-22 for a Zoning Map Amendment to rezone the property located at 12435 88th Avenue from R- 3 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District to A-3, Limited Agricultural District.

Rob Hanson, Community Development Director, presented.

Klimisch moved to approve Ordinance #24-22; Seconded by Pollocoff; Motion carried 4-0.

- 7.E Consider approval of the Annual Retail Liquor Licenses for Family Dollar, Target, Fairfield Inn Suites and Shelby Campbell's for the period July 1, 2024 through June 30, 2025.

Jane Snell, Village Clerk, presented.

Klimisch moved to approve the Annual Retail Liquor Licenses for Family Dollar, Target, Fairfield Inn Suites and Shelby Campbell's for the period July 1, 2024 through June 30, 2025; Seconded by Pollocoff; Motion carried 4-0.

- 7.F Consider approval of Ordinance #24-23 to amend Chapter 194 of the Municipal Code to opt out of the Extended Closing Hours Pursuant to 2023 Wisconsin Act 73.

Jane Snell, Village Clerk, presented.

Kedrow moved to approve Ordinance #24-23; Seconded by Klimisch; Motion carried 4-0.

8. Village Board Comments

9. Adjournment

Kedrow moved to adjourn the meeting; Seconded by Klimisch; Motion carried 4-0 and the meeting was adjourned at 6:18 p.m.



AGENDA ITEM COVER

Village Board - Regular Meeting

July 08, 2024

AGENDA ITEM TITLE:

Consider approval of Resolution #24-28, at the request of Mike Honold, to re-consider the previous May 22, 2023 Village Board approval of Resolution #23-17, which designated a portion of Park Drive in the Village of Pleasant Prairie as a One-Way Highway.

PROPOSED BY: Administration**FISCAL IMPACT:** No**AGENDA CATEGORY:** Resolution**BUDGETED:** No**MEETING TYPE REQUIRED:**

Regular

BUDGET TYPE:**STRATEGIC INITIATIVE:** No**SUMMARY:****Background:**

On May 22, 2023, the Village Board reviewed and approved Resolution #23-17, which designated a portion of Park Drive in the Village of Pleasant Prairie as a One-Way Highway for the purposes of better serving the Lake Andrea Beer Garden (the "Beer Garden") with additional Park Drive on-street parallel parking for Beer Garden patrons. Wisconsin Statutes Section 349.10 grants municipal governing bodies the authority to designate highways or a portion thereof by resolution.

At that time, Visit Pleasant Prairie ("VPP") requested that a portion of Park Drive be designated as a one-way to better serve the patrons and vendors for the Harbor Market events which take place in the "Festival Grounds" adjacent to the Beer Garden (there were 3 Harbor Market events in 2023 and 6 Harbor Market Events are scheduled for 2024).

The Village staff evaluated the Park Drive traffic flow in its entirety within Prairie Springs Park, and more specifically the area where the Beer Garden and Festival Grounds are located. It was concluded that with the opening of the Beer Garden, along with special events scheduled for the Festival Grounds, that there will be an increase in vehicular traffic which will create a need for additional parking.

A solution to increase the number of parking spaces was to convert a portion of Park Drive to a one-way street. The result was the Village Board-approved Resolution #23-17, designating

that portion of Park Drive, from the turnaround on Terwall Terrace located just west of the Terwall Terrace-Park Drive intersection (just west of the new Fire Station #3) to the turnaround on Park Drive (at the Wruck Pavilion parking lot) as a one-way street with traffic circulation on this segment of Park Drive traveling in a clockwise direction and specified by the relevant traffic control device signs and pavement markings (see attached Village Board Resolution #23-17 that includes a map that depicts the improvements and signage now in-place on Park Drive).

In 2023, the one-way Park Drive in the location noted was implemented, with VPP paying for the cost associated with the Park Drive one-way designation (signage and pavement markings).

Potential Future Parking:

In the long term, the Village created a conceptual plan that depicts a possible future paved parking lot in this area of Prairie Springs Park to help alleviate the lack of parking (see Future Parking Lot Concepts 1 & 2 attachments). However, the cost of constructing the additional paved parking lot in 2023-2024 was too costly and unbudgeted. Therefore, the existing on-street parallel parking spaces were viewed as a "quick fix" to help facilitate parking in this area of the Park.

Current Request:

On June 12, 2024, Mike Honold, operator of the Beer Garden, sent an email to the Village staff requesting the Village Board to reconsider the currently in-place one-way traffic circulation on Park Drive (see attached email).

The reason for Mike Honold's request is to facilitate Park-visitors at the north ballfields, the Lake Andrea boat launch and other areas north of the Beer Garden, the opportunity to travel and park closer to the Beer Garden (rather than being required to stop at the Wruck Pavilion and having to walk the remaining approximate 900 feet to the Beer Garden).

Mike Honold suggests two (2) possible scenarios:

1. Remove the one-way traffic designation from the Wruck Pavilion to the southern Park Drive entrance drive of the parking lot nearest the Beer Garden. *(Would result in the loss of 35 Park Drive parallel parking spaces)*
2. Remove the one-way traffic designation all together and return it to the originally two-way traffic flow around the entirety of Lake Andrea on Park Drive and Terwall Terrace. *(Would result in the loss of all 76 Park Drive parallel parking spaces)*

The creation of the current one-way Park Drive traffic circulation resulted in the much-needed 76 on-street parallel parking spaces to accommodate patron parking for both the Beer Garden and Festival Grounds. Since the inception of the one-way traffic flow and the addition of the on-street Park Drive parallel parking spaces, it has become apparent that the on-street parking is being used by more than just Beer Garden and Festival Grounds patrons.

Village Board Options:

1. OPTION 1 - Remove the one-way traffic designation from the Wruck Pavilion to the southern Park Drive entrance drive of the parking lot nearest the Beer Garden. *(Would result in the loss of 35 Park Drive parallel parking spaces)*
2. OPTION 2 - Remove the one-way traffic designation all together and return it to the originally two-way traffic flow around the entirety of Lake Andrea on Park Drive and Terwall Terrace. *(Would result in the loss of all 76 Park Drive parallel parking spaces).*
3. OPTION 3 - Leave the current one-way traffic circulation as it exists. No changes.

(Would result in the loss of zero (0) Park Drive parallel parking spaces).

If the Village Board chooses either Option 1 or Option 2 as noted above, then the Board needs to determine what entity (Mike Honold, Village of Pleasant Prairie) shall pay for the conversion of the one-way to the two-way.

Tom Hupp, Director of Public Works, provided a cost estimate for the one-way to two-way traffic circulation conversion.

- a. Pursuant to Option 1 as noted above, the cost estimate is \$1,215 to remove the one-way traffic designation from the Wruck Pavilion to the southern Park Drive entrance drive of the parking lot nearest the Beer Garden.
- b. Pursuant to Option 2 as noted above, the cost estimate is \$2,187 to remove the one-way traffic designation all together and return it to the originally two-way traffic flow around the entirety of Lake Andrea on Park Drive and Terwall Terrace.

Conclusion:

Village staff is requesting that the Village Board approve either Option 1, 2 or 3 regarding the one-way or two-way traffic circulation on portions of Park Drive and determine what entity shall pay for the costs associated with any traffic circulation changes (signage and pavement markings).

STAFF RECOMMENDATION:

If the Village Board chooses either Option 1, Option 2 or Option 3 as noted in this July 8, 2024 Village staff report, *(approving either Option 1 or Option 2, pertaining to two-way traffic circulation, or Option 3 to leave the one-way traffic circulation "as-is")* then approval of Resolution #24-28 will result in the reconsideration of the previous May 22, 2023 Village Board approval of Resolution #23-17, which designated a portion of Park Drive in the Village of Pleasant Prairie as a One-Way Highway.

[Beer Garden Request One Way Parking Revisions \(Mike Honold\) 6-12-24.pdf](#)

[DPW Estimate - Remove One-Way #1 \(5-15-24\).pdf](#)

[Furture Parking Lot - Concept 1.pdf](#)

[Furture Parking Lot - Concept 2.pdf](#)

[VB Resolution #23-17 - Designate a Portion of Park Drive a One-Way Highway 5-22-23.pdf](#)

[VB Resolution #24-28 to Redesignate Portion of Park Drive a One-Way Highway 7-8-24.pdf](#)

From: Mike <lakeandreabg@gmail.com>
Sent: Wednesday, June 12, 2024 11:21 PM
To: Eric Rindfleisch
Cc: Brock Williamson
Subject: Lake Andrea Beer Garden One Way Parking

Hi Eric,

Per our conversation today, I am emailing you to request to be put on the next board agenda regarding the one way parking.

We discussed two scenerios, the first was to remove the one way from the Wruck Pavillion back to the first entrance to the parking lot behind the beer garden. And the second was to remove the one way traffic all together and return it to what it originally was.

If you have any questions or need additional information or comments for me, please let me know.

I appreciate the discussion today and willingness to help.

Mike Honold
Lake Andrea Beer Garden

DPW ESTIMATE - Wruck Pavilion to Parking Lot

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>UNIT PRICE</u>	<u>COST</u>
5/1/2024	Wruck Pavilion to Parking Lot	1227ft	@ 0.99per/ft	\$1,214.73

LABOR

<u>DATE</u>	<u>NAME</u>	<u>RATE</u>
5/1/2024	Higway Maintenance III	per hour
5/1/2024	Higway Maintenance III	per hour

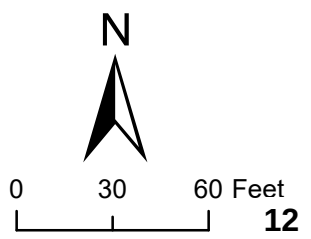
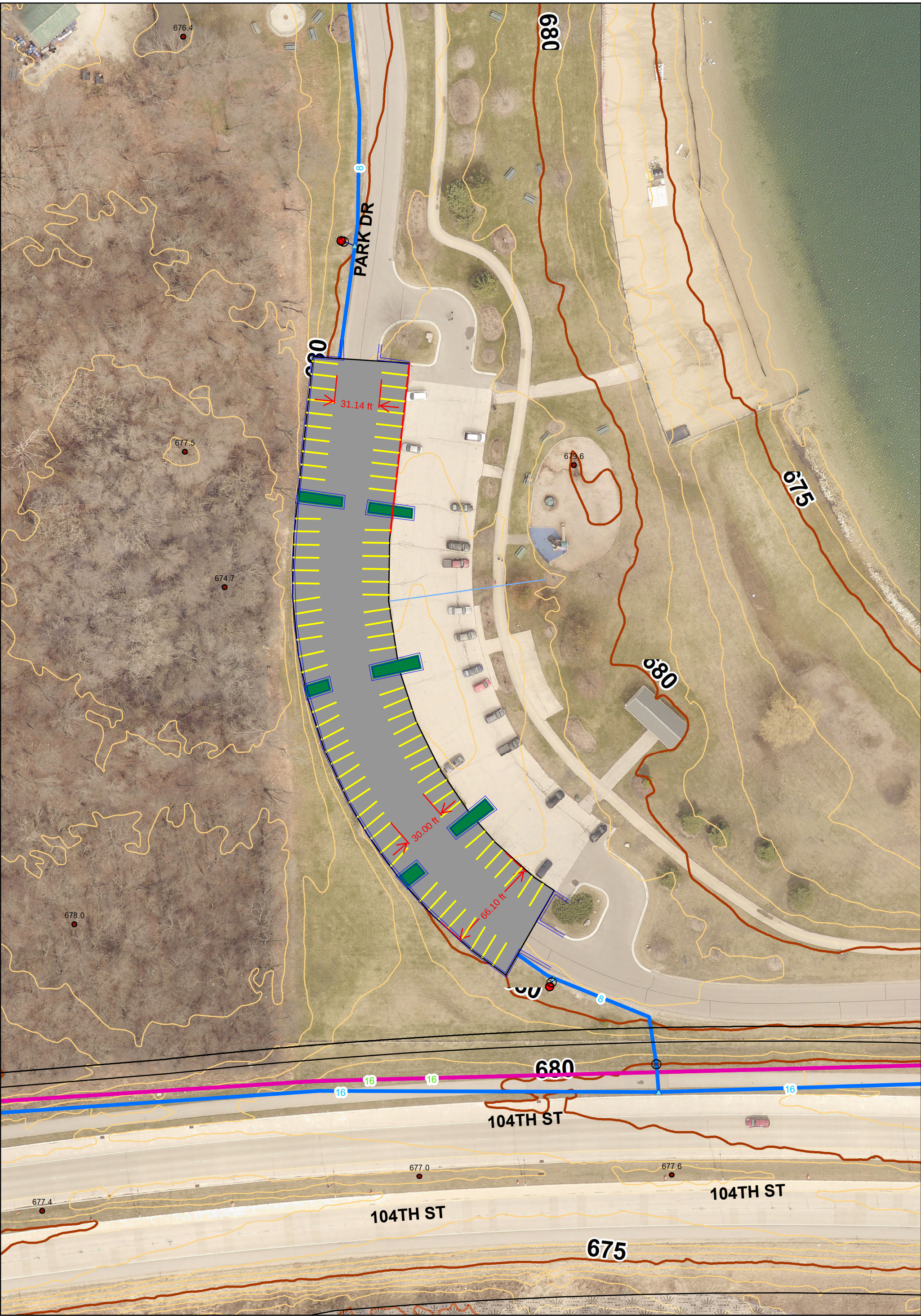
VEHICLE/EQUIPMENT

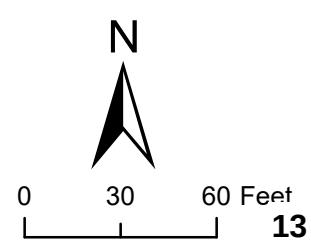
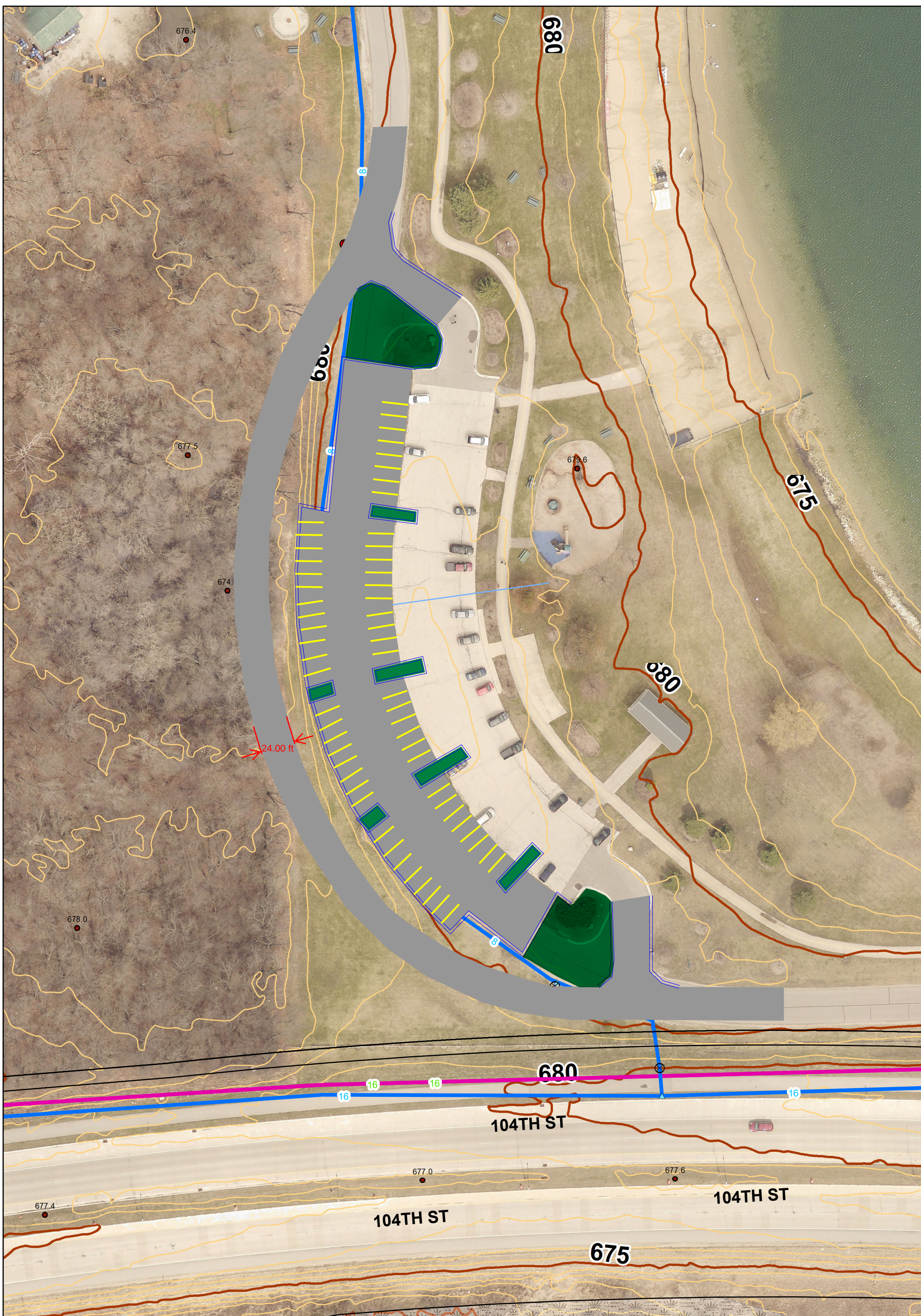
<u>DATE</u>	<u>DESCRIPTION</u>	<u>RATE</u>
5/1/2024	6011 -2001 Lift Truck w/Crane	per hour
5/1/2024	Backpack Blower	per hour
5/1/2024	Rental(2 Days) - Scanifyer	2 Days

** Remove one way from Wruck Pavilion to the Parking Lot \$1,214,.73

** Remove all one way \$2,186.91







RESOLUTION NO. 23-17

A RESOLUTION TO DESIGNATE A PORTION OF PARK DRIVE IN THE
VILLAGE OF PLEASANT PRAIRIE A ONE-WAY HIGHWAY

WHEREAS, the Village recently approved a beer garden for the public in Prairie Springs Park; and

WHEREAS, opening the beer garden will lead to an increase of vehicle traffic in Prairie Springs Park, and specifically on Park Drive which runs throughout Prairie Springs Park; and

WHEREAS, the increased traffic and visitors will lead to the need for increased parking availability for individuals visiting Prairie Springs Park; and

WHEREAS, one solution to increase the amount of parking spaces is to convert a portion of Park Drive to a one-way highway, and allow for parallel parking on that portion that is converted to a one-way highway; and

WHEREAS, Wisconsin Statutes Section 349.10 grants municipal governing bodies the authority to designate highways or portions of highways as a one-way highways by order, ordinance, or resolution; and

WHEREAS, the Village Board for the Village of Pleasant Prairie finds that the designation of Park Drive as a one-way highway is in the best interest of the health, general welfare, and safety of the residents of the Village of Pleasant Prairie.

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

SECTION 1: The portion of Park Drive from the turnaround on Terwall Terrace to the turnaround on Park Drive shall be declared a one-way highway with traffic flow on the one-way portion of Park Drive to be in a clockwise circulation and specified by the relevant traffic control device signs as generally shown on the attached Exhibit "A".

SECTION 2: EFFECTIVE DATE.

This resolution shall be effective upon publication or posting as provided by law.

Dated this 22nd day of May, 2023.

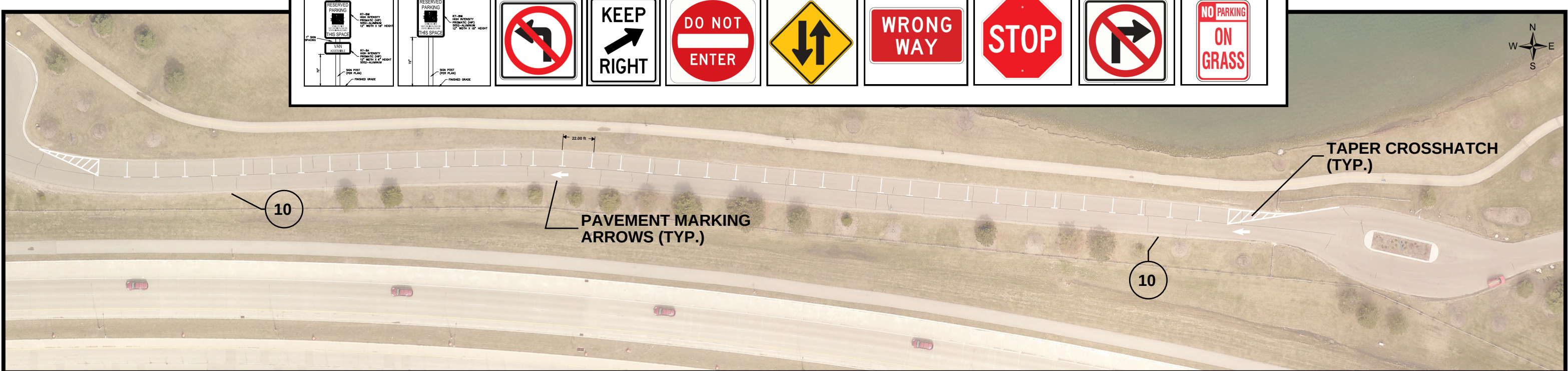
VILLAGE OF PLEASANT PRAIRIE


John Steinbrink Sr., Village President

ATTEST:


Jane C. Snell, Village Clerk

Posted: 5/23/23

[illegible]

15

RESOLUTION NO. 24-28

A RESOLUTION TO RE-DESIGNATE A PORTION OF PARK DRIVE IN THE VILLAGE OF PLEASANT PRAIRIE FROM A ONE-WAY HIGHWAY TO A TWO-WAY HIGHWAY

WHEREAS, in 2023, the Village Board approved the Lake Andrea Beer Garden (the “Beer Garden”) operation within Prairie Springs Park (the “Park”) along the southwest shore of Lake Andrea; and

WHEREAS, the operation of the Beer Garden, along with the adjacent Festival Grounds has led to an increase of vehicular traffic in the Park, and specifically on Park Drive which runs throughout the Park; and

WHEREAS, the increased Park traffic and visitors associated with the Beer Garden, Festival Grounds and other Park uses has led to the need for increased parking availability for individuals visiting the Park; and

WHEREAS, as a potential solution to increase parking in the southwest portion of the Park, on May 22, 2023, the Village Board approved Resolution No. 23-17, which designated a portion of Park Drive in the Village of Pleasant Prairie as a One-Way Highway; therefore creating additional 76 Park Drive on-street parallel parking spaces in the converted areas designated as “one-way”; and

WHEREAS, Wisconsin Statutes Section 349.10 grants municipal governing bodies the authority to designate highways or portions of highways as a one-way highways by order, ordinance, or resolution; and

WHEREAS, On June 12, 2024, Mike Honold, operator of the Beer Garden, sent an email to the Village staff requesting the Village Board to reconsider the currently in-place one-way traffic circulation on Park Drive; and

WHEREAS, the reason for Mike Honold's request is to facilitate Park-visitors at the north ballfields, the Lake Andrea boat launch and other areas north of the Beer Garden, the opportunity to travel and park closer to the Beer Garden (rather than being required to stop at the Wruck Pavilion and having to walk the remaining approximate 900 feet to the Beer Garden); and

WHEREAS, the Village Board is hereby presented with the following options:

1. OPTION 1 - Remove the one-way traffic designation from the Wruck Pavilion to the southern Park Drive entrance drive of the parking lot nearest the Beer Garden. *(Would result in the loss of 35 Park Drive parallel parking spaces).*
2. OPTION 2 - Remove the one-way traffic designation all together and return it to the originally two-way traffic flow around the entirety of Lake Andrea on Park Drive and Terwall Terrace. *(Would result in the loss of all 76 Park Drive parallel parking spaces).*
3. OPTION 3 - Leave the current one-way traffic circulation as it exists. No changes. *(Would result in the loss of zero (0) Park Drive parallel parking spaces)*

WHEREAS, the Village Board for the Village of Pleasant Prairie has reconsidered its May 22, 2023, approval of Resolution No. 23-17, which designated a portion of Park Drive as a One-Way Highway; and

WHEREAS, the Village Board finds that the re-designation of Park Drive as a two-way highway is in the best interest of the health, general welfare, and safety of the residents of the Village of Pleasant Prairie.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, has approved the following OPTION:

1. **APPROVED: YES** _____ **NO** _____
OPTION 1 - Remove the one-way traffic designation from the Wruck Pavilion to the southern Park Drive entrance drive of the parking lot nearest the Beer Garden.
(Would result in the loss of 35 Park Drive parallel parking spaces).
2. **APPROVED: YES** _____ **NO** _____
OPTION 2 - Remove the one-way traffic designation all together and return it to the originally two-way traffic flow around the entirety of Lake Andrea on Park Drive and Terwall Terrace. *(Would result in the loss of all 76 Park Drive parallel parking spaces).*
3. **APPROVED: YES** _____ **NO** _____
OPTION 2 - Leave the current one-way traffic circulation as it exists. No changes.
(Would result in the loss of zero (0) Park Drive parallel parking spaces).

This resolution shall be effective upon publication or posting as provided by law.

Dated this 8th day of July, 2024.

VILLAGE OF PLEASANT PRAIRIE

John Steinbrink Sr., Village President

ATTEST:

Jane C. Snell, Village Clerk

Posted: _____



AGENDA ITEM COVER

Village Board - Regular Meeting

July 08, 2024

AGENDA ITEM TITLE:

Consider approval of revised Relocation Order for intersection improvements located at 47th Avenue and 128th Street.

PROPOSED BY: Engineering**FISCAL IMPACT:** Yes**AGENDA CATEGORY:** Action**BUDGETED:** Yes**MEETING TYPE REQUIRED:**

Regular

BUDGET TYPE:

General Government

STRATEGIC INITIATIVE: No**SUMMARY:**

A relocation order for the intersection improvements located at 47th Avenue and 128th Street was presented and approved at the March 25, 2024, Village Board Meeting. Subsequently, an error was found in the Plat of Right-of-Way (Exhibit A) in the Relocation Order.

The error consisted of the wrong total parcel acreage for parcel 1 (tax parcel 92-4-122-353-0100, 4900 128th Street) owned by Golf View Trails LLC. The original plat stated that the existing parcel size is 76.95 acres, which is incorrect. The revised plat corrects the acreage to 107.59 acres. The acquisition limits including right-of-way and temporary limited easements were originally correct with no changes being made. Since the plat is being slightly revised, we are officially reapproving the relocation order with an updated plat which will be refiled with the County to replace the original filed relocation order.

Background

In 2022, the Village of Pleasant Prairie entered into an intermunicipal agreement with Lake County, Illinois regarding intersection improvements at 128TH Street (Russell Road) and 47th Avenue. 128th Street is a border street along the state line of Wisconsin and Illinois, under the

jurisdiction of Lake County. 47th Avenue, north of the state line is under the jurisdiction of Pleasant Prairie. Lake County has been planning roadway and intersection improvements along 128th Street from 47th Avenue to 39th Avenue. To date the following has been completed for the project:

2019-2022 Design Study

The Lake County Division of Transportation (LCDOT) conducted a Phase 1 study at the intersections of Russell Road and 47th Avenue (Kenosha Road), and 39th Avenue (Lewis Road). A Phase 1 study evaluates transportation facilities (function and safety), improvement alternatives, and selects a preferred alternative. The study by Lake County included public informational hearings in December 2019 and October 2021 along with jurisdictional agency coordination. The preferred alternative of study included roundabouts at both 47th Avenue and 39th Avenue along with roadway resurfacing between the two intersections.

2022 – Intermunicipal Agreement

The overall project involves three jurisdictional agencies. Russell Road is under the Jurisdiction of Lake County with the Illinois / Wisconsin state boundary running down the center of roadway. 39th Avenue is under the jurisdiction of Kenosha County and 47th Avenue is under the jurisdiction of Pleasant Prairie. In order to accomplish the project, intergovernmental agreements between the agencies were drafted to foster cooperation and understanding among the governmental agencies.

An intermunicipal agreement was entered into between The Village of Pleasant Prairie and Lake County in 2022 with respect to the intersection improvements at 128th Street and 47th Avenue. The complete intergovernmental agreement is included in the Village Board packet. A summary of the responsibilities outlined in the agreement include:

- Lake County will design and construct the intersection improvements, without reimbursement from the Village.
- Lake County will perform routine and capital maintenance of the roundabout, including the section of 47th Avenue from Russell Road to 25-feet north of the median splitter island of the roundabout, without reimbursement from the Village.
- Lake County will acquire all right-of-way within the State of Illinois, without

reimbursement from the Village.

- Lake County will prepare all necessary legal descriptions necessary for right-of-way within the State of Wisconsin, without reimbursement from the Village.
- Pleasant Prairie will acquire all right-of-way within the State of Wisconsin, without reimbursement from Lake County.

2022-2024 – Final Design, Right-of-way and Easement Acquisition.

Lake County has finalized the design of the roadway project, including the roundabout improvements at 47th Avenue and 128th Street. Right-of-way and temporary limited easement acquisition areas have been finalized along with a right-of-way plat and legal descriptions of the right-of-way and easements.

The project will require additional right-of-way and temporary limited easements from two properties, located at the northwest and northeast corners of the intersection as identified in the Relocation Order. Authorization of the Relocation Order will initiate the acquisition process for the right-of-way and temporary limited easements required for the project. Upon Village authorization of the relocation order, Village staff will file a copy with the county clerk.

The cost of the acquisitions has been budgeted in the Village's capital budget.

STAFF RECOMMENDATION:

It is recommended that the Village Board authorize the Relocation Order and direct staff to file a copy of the issued order with the county clerk.

[IGA Between the County of Lake, Illinois and the Village of Pleasant Prairie.pdf](#)

[Location Map.pdf](#)

[Relocation Order Revision 47th Avenue and 128th Street Intersection Improvements.pdf](#)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE, ILLINOIS AND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
FOR INTERSECTION IMPROVEMENTS AT
RUSSELL ROAD (LAKE COUNTY HIGHWAY 19) AND
KENOSHA ROAD (LAKE COUNTY HIGHWAY 53)/ 47TH AVENUE**

THIS AGREEMENT is entered into this 13th day of September, A.D. 2022, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as COUNTY, and the VILLAGE OF PLEASANT PRARIRE, a municipal corporation and political subdivision of the State of Wisconsin, acting by and through its Board of Supervisors, hereinafter referred to as the VILLAGE. The COUNTY and VILLAGE are hereinafter referred to collectively as the "parties" to THIS AGREEMENT, and either one is referred to individually as a "party" to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY is a governmental unit within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and is authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and,

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and,

WHEREAS, VILLAGE is a municipal corporation and political subdivision of the State of Wisconsin as specified in 66.0301 (1)(a); and,

WHEREAS, Wisconsin State Statutes 66.0303 (2) authorizes Wisconsin municipalities to enter into contracts with municipalities of another state; and,

WHEREAS, it is the intention of the governing bodies of the COUNTY and the VILLAGE that the health, safety, and welfare interests of the citizens of both parties will be served by the participation in a public works intersection improvement agreement to outline the roles and responsibilities each will have for the ongoing road maintenance, snow removal, right-of-way maintenance, and signage, among other responsibilities; and

WHEREAS, the COUNTY and the VILLAGE desire, for the mutual benefit of and to their citizens, to enter into this Agreement for the creation, planning, and implementation of and for a public works intersection improvement agreement; and

WHEREAS, Russell Road, COUNTY Highway 19, is a designated route on the COUNTY Highway system; and,

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, the COUNTY and VILLAGE are desirous of making certain permanent roadway and non-motorized facility improvements to the intersection of Russell Road (COUNTY Highway 19) and Kenosha Road (COUNTY Highway 53)/ 47th Avenue (hereinafter the IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, the construction of a roundabout, signage and street lighting, multi-use path, pavement resurfacing, and landscaping and shall be known as COUNTY Section 18-00999-57-EG; and,

WHEREAS, the IMPROVEMENT limits are generally depicted on Exhibit A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Russell Road (COUNTY Highway 19) and Kenosha Road south of Russell Road (COUNTY Highway 53) and the VILLAGE has maintenance and jurisdictional authority over 47th Avenue north of Russell Road; and,

WHEREAS, the COUNTY will construct a roundabout, inclusive of storm sewer, street lighting, landscaping, signage, and multi-use path (hereinafter ROUNDABOUT), as part of the IMPROVEMENT, as a COUNTY facility; and,

WHEREAS, the COUNTY is desirous to provide routine maintenance and capital maintenance for the ROUNDABOUT installed under the IMPROVEMENT, including the portion of which lies within the VILLAGE jurisdiction; and,

WHEREAS, said IMPROVEMENT will require the acquisition of additional Right-of-Way and easements (hereinafter ROW) located in both the COUNTY and VILLAGE; and,

WHEREAS, the completion of the IMPROVEMENT requires a joint effort between the COUNTY and the VILLAGE for purposes of acquiring the necessary ROW; and,

WHEREAS, the COUNTY and the VILLAGE, by this instrument, desire to memorialize their respective obligations as related to the ROW funding and acquisition for the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous to provide a future access improvement project at the entrance to the VILLAGE's recycling facility and for the COUNTY to consider participation in the future project; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the parties do hereby agree to the following:

SECTION I.
Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the "headings" as contained in THIS AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.
ROW Acquisition for the IMPROVEMENT
COUNTY Section Number 18-00999-57-EG

1. The COUNTY agrees to prepare all necessary land acquisition and related conveyance documents for the conveyance of the ROW without reimbursement from the VILLAGE and will share with VILLAGE all ROW documents pertaining to ROW that falls within VILLAGE.
2. The COUNTY agrees to acquire all ROW that fall within the COUNTY, as identified on Exhibit A, without reimbursement from the VILLAGE.
3. The VILLAGE agrees to acquire all ROW that fall within VILLAGE, as identified on Exhibit A, without reimbursement from the COUNTY.
4. In event that the VILLAGE is unable to acquire the ROW that fall within the VILLAGE through continued and good faith negotiations, the VILLAGE agrees to exercise its eminent domain powers and acquire the ROW through condemnation.
5. The VILLAGE agrees to record all ROW that is acquired within the limits of the VILLAGE.
6. The parties mutually agree that they shall cooperate with each other to avoid any delay of the proposed construction schedule of this IMPROVEMENT.

SECTION III.
Construction and Maintenance of the IMPROVEMENT
COUNTY Section Number 18-00999-57-EG

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT in accordance with Lake County Division of Transportation (LCDOT) policies and standards, without reimbursement from the VILLAGE.

2. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT are generally depicted on Exhibit A attached to THIS AGREEMENT.
3. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by LCDOT. As of this writing, the letting date for the IMPROVEMENT is currently anticipated for early 2024. The letting date is subject to change, and is dependent upon land acquisition, project readiness and the availability of project funding. The COUNTY acknowledges that construction of the IMPROVEMENT will require closure of 47th Avenue. The COUNTY will make a good faith effort to keep the VILLAGE apprised of changes to the letting date.
4. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, without reimbursement from the VILLAGE.
5. It is mutually agreed by and between the parties hereto that upon substantial completion of the IMPROVEMENT, the COUNTY shall perform ROUTINE AND CAPITAL MAINTENANCE of the ROUNDABOUT, including that section of 47th Avenue from Russell Road to 25 feet north of the northern median splitter island of the ROUNDABOUT, which is currently under the jurisdiction of the VILLAGE, and as generally depicted on Exhibit "A" to THIS AGREEMENT, without reimbursement from the VILLAGE.
6. It is further mutually agreed by and between the parties hereto that upon substantial completion of the IMPROVEMENT, the COUNTY shall own, operate and maintain all signage and street lighting required for the ROUNDABOUT, including those items within the section of 47th Avenue from Russell Road to 122nd Street, which is currently under the jurisdiction of the VILLAGE, without reimbursement from the VILLAGE.
7. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, ROUTINE MAINTENANCE shall include items such as snow and ice control, the removal of debris, removal of graffiti from signage, replacement and/or reinstallation of damaged signage, street sweeping, repair of potholes, minor curb repair, televising and cleaning storm sewer, storm sewer structure adjustments, and landscaping maintenance (including but not limited to mowing, removal of vegetation obscuring visibility of signs or limiting sight distance at intersections, and keeping areas around signs and other highway appurtenances clear,). Said ROUTINE MAINTENANCE of the ROUNDABOUT shall be performed by the COUNTY without reimbursement from the VILLAGE so long as Russell Road and Lewis Avenue south of Russell Road remain under the COUNTY's jurisdiction or until such time as the ROUNDABOUT is removed.
8. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, CAPITAL MAINTENANCE shall include replacing items that have outlived their useful life, and shall include items such as full depth pavement patching, resurfacing, pavement widening, pavement reconstruction, storm sewer removal and replacement, pavement striping, replacement of recessed pavement markers, tree removal

upon notice from the VILLAGE due to clear signs of danger (such as disease, split limbs, or excessive lean), and end of life signage replacement without reimbursement from the VILLAGE so long as Russell Road and Kenosha Road south of Russell Road remain under the COUNTY's jurisdiction or until such time as the ROUNDABOUT is removed.

9. It is mutually agreed by and between the parties hereto that the VILLAGE shall continue its maintenance and jurisdictional authority, including snow and ice control, over 47th Avenue north of Russell Road, excluding the COUNTY's maintenance responsibilities identified in Section III, Items 5-8 above.
10. The VILLAGE agrees to coordinate future improvements on 47th Avenue with the COUNTY's Director of Transportation/County Engineer, including but not limited to, pavement striping, signage, lighting and landscaping from Russell Road to 122nd Street to minimize conflicts with necessary signage, lighting and overall operations of the ROUNDABOUT.
11. The VILLAGE is desirous to provide a future access improvement project on Russell Road for the entrance to the VILLAGE's recycling facility which is currently offset approximately 375 feet east of Delany Road, (hereinafter FUTURE PROJECT).
12. The COUNTY agrees that in exchange for the VILLAGE acquiring the ROW for the IMPROVEMENT as described in section II of THIS AGREEMENT, the COUNTY will make all reasonable attempts to acquire the necessary right of way located in the COUNTY boundaries for the FUTURE IMPROVEMENT, without reimbursement from the VILLAGE so long as the cost to the COUNTY is comparable to the VILLAGE's cost to acquire the ROW for the IMPROVEMENT.
13. The VILLAGE agrees to prepare and provide to the COUNTY all documentation necessary for the COUNTY to acquire the right-of-way located in the COUNTY boundaries for the FUTURE IMPROVEMENT. Such documentation shall include but not be limited to survey plats, legal descriptions and conveyance documents.
14. The COUNTY shall agree to permit the construction of the FUTURE IMPROVEMENT within the COUNTY right of way, provided that the FUTURE IMPROVEMENT complies with Chapter 90 (Highway Access and Use) of the Lake County Code of Ordinances, as amended, and all applicable state and federal guidelines, policies and procedures.

It is further mutually agreed by and between the parties hereto that the VILLAGE will provide at least twenty-four (24) months' notice to the COUNTY prior to letting the project to ensure programming of funds, adequate time for the COUNTY to acquire the necessary right-of-way within the COUNTY, and for the VILLAGE to obtain the necessary permit approvals from the COUNTY.

SECTION IV. General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting VILLAGE (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of LAKE County for any purpose or in any manner, whatsoever. VILLAGE is to be and shall remain independent of COUNTY with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of COUNTY or the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on the date that the last authorized agent of the parties hereto affixes his/her signature.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.

9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the COUNTY and the VILLAGE, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:

Director of Transportation/County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL, 60048-1381

If to the VILLAGE:

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

12. Except as otherwise provided in THIS AGREEMENT, the terms of THIS AGREEMENT shall be perpetual in nature and only terminable by the mutual written agreement of both of the parties hereto.
13. Each party to THIS AGREEMENT will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of THIS AGREEMENT. Neither party will be considered the agent nor employee of the other, and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation no a party to THIS AGREEMENT.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

Jane C. Snell
County Clerk

By: [Signature]
Village President

Date: 8/8/22

RECOMMENDED FOR EXECUTION

Shane E. Schneider
Shane E. Schneider, P.E.
Director of Transportation /County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

[Signature]
County Clerk

By: [Signature]
Chair
Lake County Board

Date: 9/19/22



Lake County Illinois

Certified Copy

resolution: 22-1167

File Number: 22-1167

Joint resolution authorizing separate agreements with Kenosha County, Wisconsin, and the Village of Pleasant Prairie, Wisconsin, for proposed intersection improvements at Russell Road and Lewis Avenue, and Russell Road and Kenosha Road, and memorializing maintenance responsibilities along Russell Road and 128th Street/State Line Road.

RESOLUTION

WHEREAS, Russell Road, Lake County Highway 19, Kenosha Road, Lake County Highway 53, and Lewis Avenue, Lake County Highway 27, are designated routes on the Lake County highway system; and

WHEREAS, Kenosha County has maintenance and jurisdictional authority over 39th Avenue which is the north leg of the intersection of Russell Road and Lewis Avenue; and

WHEREAS, the Village of Pleasant Prairie has maintenance and jurisdictional authority over 47th Avenue which is the north leg of the intersection of Russell Road and Kenosha Road; and

WHEREAS, to ensure the free flow of traffic and safety for the welfare of the traveling public, Lake County, Kenosha County, and the Village of Pleasant Prairie are desirous of improving the intersections at Russell Road and Lewis Avenue/39th Avenue and Russell Road and Kenosha Road/47th Avenue; and

WHEREAS, as part of this agreement, Lake County would construct and maintain the intersection improvements in accordance with LCDOT procedures and requirements, without reimbursement from Kenosha County or the Village of Pleasant Prairie; and

WHEREAS, as part of this agreement, Kenosha County and the Village of Pleasant Prairie would acquire the necessary property that fall within their respective boundaries, without reimbursement from Lake County; and

WHEREAS, Lake County and Kenosha County are also desirous of memorializing their respective jurisdictional and maintenance obligations over Russell Road and 128th Street/State Line Road, both of which follow the state line between Lake County and Kenosha County, more or less; and

WHEREAS, Lake County would continue to have jurisdictional and maintenance authority over Russell Road, from US Highway 41 to Illinois Route 137; and

WHEREAS, Kenosha County would continue to have jurisdictional and maintenance authority over 128th Street/State Line Road (Kenosha County Trunk Highway WG) from west of US Highway 45 to US Highway 41; and

WHEREAS, Kenosha County and the Village of Pleasant Prairie are desirous of entering into separate agreements with Lake County stating the terms and conditions for the respective improvements, executed copies of which are attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by this Lake County Board, that the County Board Chair, the County Clerk, and the County Engineer of Lake County are authorized, and are hereby directed to enter into separate agreements, and any amendments, with Kenosha County and the Village of Pleasant Prairie stating the terms and conditions for intersection improvements at Russell Road and Lewis Avenue and Russell Road and Kenosha Road, to memorialize jurisdictional and maintenance authority along Russell Road and 128th Street/State Line Road, and designated as Section 22-00999-91-CH.

BE IT FURTHER RESOLVED, that the County Engineer shall transmit, in writing, the final agreements and any amendments, to be executed by the County Board Chair and the County Clerk.

DATED at Waukegan, Illinois, on September 13, 2022.

I, Robin M. O'Connor, in and for said Lake County, Illinois, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify that this is a true copy of resolution No. 22-1167, passed by the Lake County Board on 9/13/2022.

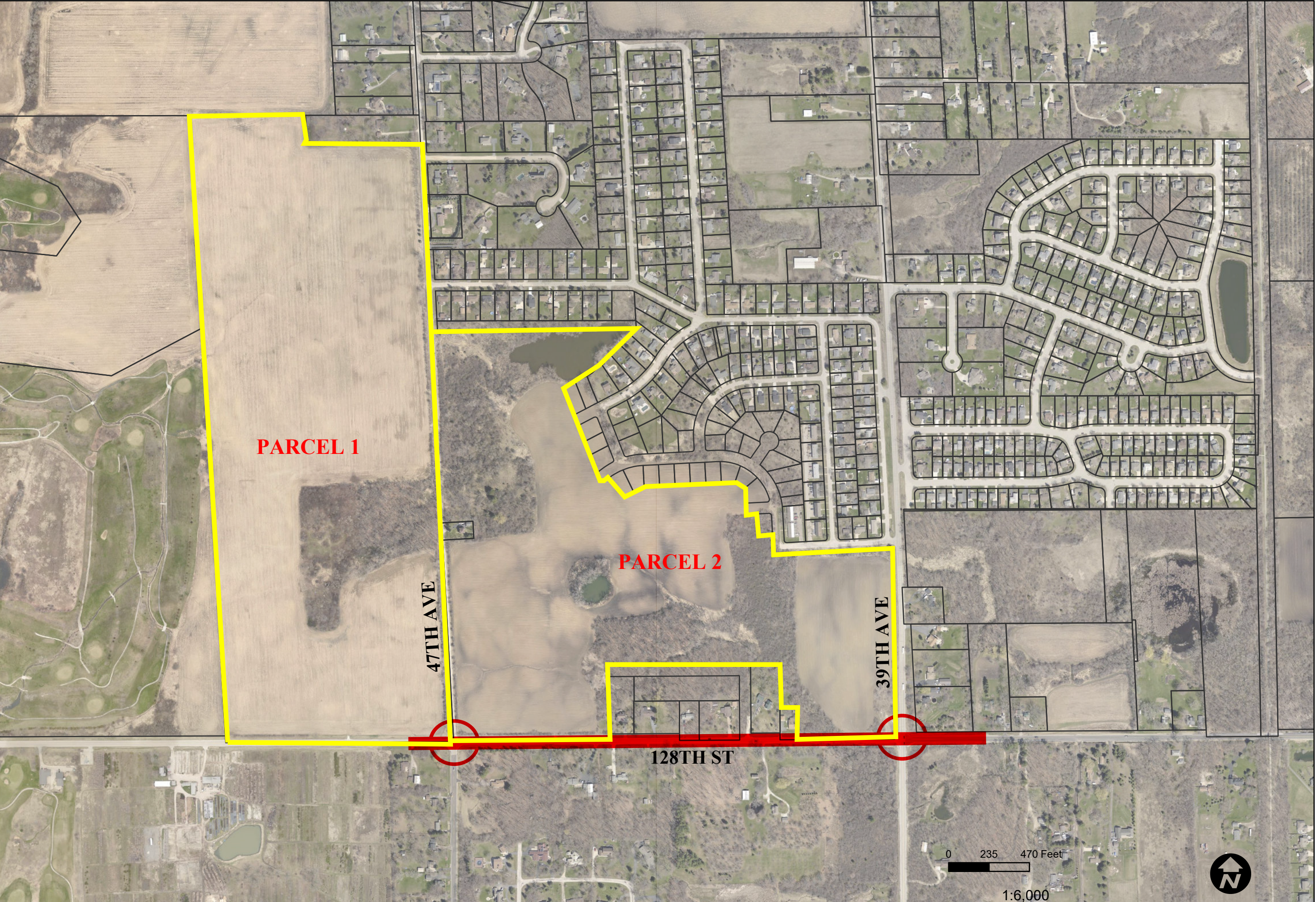
Attest:

Robin M. O'Connor

Robin M. O'Connor

September 22, 2022

Date Certified



RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie
County: Kenosha
Project: 47th Avenue / 128th Street Intersection Improvements

WHEREAS, the Village of Pleasant Prairie, authorized a Relocation Order for the 47th Avenue / 128th Street Intersection Improvements on March 25th, 2024 and filed the Relocation Order with Kenosha County. An error was subsequently found in the Exhibit A relative to the total acreage of Parcel 1, whereas this Relocation Order shall replace the prior Relocation Order to correct the error; and

WHEREAS, the Village of Pleasant Prairie, a municipal corporation and political subdivision of the State of Wisconsin and County of Lake, an Illinois body politic and corporate, have entered into a municipal agreement, dated September 13th, 2022, regarding intersection improvements at 128th Street (Russell Road) and 47th Avenue; and

WHEREAS, said improvements require the acquisition of additional Right-of-Way and easements located in both within the County of Lake, Illinois and Village of Pleasant Prairie, Wisconsin; and

WHEREAS, per the Municipal Agreement, the County of Lake will acquire all necessary Right-of-Way and easements within Illinois and the Village will acquire all necessary Right-of-way and easements within the Village of Pleasant Prairie, Wisconsin; and

WHEREAS, the Village of Pleasant Prairie hereby determines that it is a necessity and a public purpose to undertake intersection improvements at 128th Street and 47th Avenue; and

WHEREAS, the project design of the intersection improvements are complete; and

WHEREAS, the acquisition of right-of-way and temporary limited easements are necessary for the above referenced project;

NOW, THEREFORE, the Village Board of Trustees hereby orders, as follows:

1. That this is a Relocation Order in accordance with Section 32.05(1), Wisconsin Statutes, for the purpose of public street improvements; and
2. That the project acquisition area(s) and temporary limited easement(s) to be acquired are graphically depicted Exhibit A, with legal exhibits and descriptions provided in Exhibit B, which are attached hereto.
3. Those parcels shown on the attached maps are laid out and established by recorded documents.

4. The properties subject to this Relocation Order are as follows:

- 1) Tax Parcel No. 92-4-122-353-0100, 4900 128th Street , Golf View Trails LLC.
- 2) Tax Parcel No. 92-4-122-354-0800, vacant land on 128th Street, Owned by Dr. Chadwick Prodromos and Althea M. Prodromos as trustee of the Althea M. Prodromos Living Trust.

Authorized by the Village Board of Trustees of the Village of Pleasant Prairie, on the 8th day of July, 2024.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink, President

Countersigned:

Jane C. Snell, Clerk

CONVENTIONAL SYMBOLS

SECTION LINE

QUARTER LINE

SIXTEENTH LINE

NEW REFERENCE LINE

NEW R/W LINE

EXISTING R/W LINE

PROPERTY LINE

LOT, TIE, AND OTHER MINOR LINES

SLOPE INTERCEPT

CORPORATE LIMITS

UNDERGROUND FACILITY
(COMMUNICATIONS, ELECTRIC, ETC)

FEE ACQUISITION AREA
(HATCHING VARIES BY OWNER)

TEMP. LIMITED EASEMENT AREA

EASEMENT AREA (HIGHWAY,
PERMANENT LIMITED, OR
RESTRICTED DEVELOPMENT)

TRANSMISSION STRUCTURES

BUILDING

BUILDING (TO BE REMOVED)

BRIDGE

PARCEL NUMBER

SECTION CORNER

NOTATION FOR COMBUSTIBLE FLUIDS

NOTATION FOR HIGH VOLTAGE TRANSMISSION LINES

ACCESS CONTROLLED BY ACQUISITION

NO ACCESS (BY STATUTORY AUTHORITY)

ACCESS RESTRICTED
(BY PREVIOUS PROJECT OR CONTROL)

NO ACCESS (NEW HIGHWAY)

NATIONAL GEODETIC SURVEY MONUMENT

SIXTEENTH CORNER MONUMENT

PARALLEL OFFSETS

UTILITY NUMBER

R/W MONUMENT

NON-MONUMENTED R/W POINT

FOUND IRON PIN

VALVE (GAS, WATER, ETC.)

SIGN

OFF-PREMISE SIGN

CONVENTIONAL UTILITY SYMBOLS

WATER

GAS

TELEPHONE

OVERHEAD TRANSMISSION LINES

ELECTRIC

CABLE TELEVISION

FIBER OPTIC

SANITARY SEWER

STORM SEWER

ELECTRIC TOWER

POWER POLE

TELEPHONE POLE

TELEPHONE PEDESTAL

CURVE DATA ABBREVIATIONS

LONG CHORD

LONG CHORD BEARING

RADIUS

DEGREE OF CURVE

CENTRAL ANGLE

LENGTH OF CURVE

TANGENT

DIRECTION AHEAD

DIRECTION BACK

LCH

LCB

R

D

Δ/DELTA

L

T

DA

DB

R/W PROJECT NUMBER N/A	SHEET NUMBER	TOTAL SHEETS
FEDERAL PROJECT NUMBER N/A	4.01	4
PLAT OF RIGHT OF WAY REQUIRED FOR 47TH AVENUE INTERSECTION WITH 128TH STREET		
CONSTRUCTION NO.	KENOSHA COUNTY	

CONVENTIONAL ABBREVIATIONS			
ACCESS RIGHTS	AR	OUTLOT	OL
ACRES	AC	PAGE	P
AHEAD	AH	POINT OF TANGENCY	PT
ALUMINUM	ALUM	PROPERTY LINE	PL
AND OTHERS	ET AL	RECORDED AS	(100')
BACK	BK	REEL / IMAGE	R/I
BLOCK	BLK	REFERENCE LINE	R/L
CENTERLINE	C/L	PERMANENT LIMITED EASEMENT	PLE
CERTIFIED SURVEY MAP	CSM	POINT OF BEGINNING	POB
CONCRETE	CONC	POINT OF CURVATURE	PC
COUNTY	CO	POINT OF COMPOUND CURVE	PCC
COUNTY TRUNK HIGHWAY	CTH	POINT OF INTERSECTION	PI
DISTANCE	DIST	REMAINING	REM
CORNER	COR	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
DOCUMENT NUMBER	DOC	RIGHT	RT
EASEMENT	EASE	RIGHT OF WAY	R/W
EXISTING	EX	SECTION	SEC
GAS VALVE	GV	SEPTIC VENT	SEP
GRID NORTH	GN	SQUARE FEET	SF
HIGHWAY EASEMENT	HE	STATE TRUNK HIGHWAY	STH
IDENTIFICATION	ID	STATION	STA
LAND CONTRACT	LC	TELEPHONE PEDESTAL	TP
LEFT	LT	TEMPORARY LIMITED EASEMENT	TLE
MONUMENT	MON	TRANSPORTATION PROJECT PLAT	TPP
NATIONAL GEODETIC SURVEY	NGS	UNITED STATES HIGHWAY	USH
NUMBER	NO	VOLUME	V

NOTES:

COORDINATES ON THIS PLAT ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (WSPCS), NAD 27(91) SOUTH ZONE.

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER.

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

FOR THE LATEST ACCESS/DRIVEWAY INFORMATION CONTACT THE KENOSHA COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THE PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

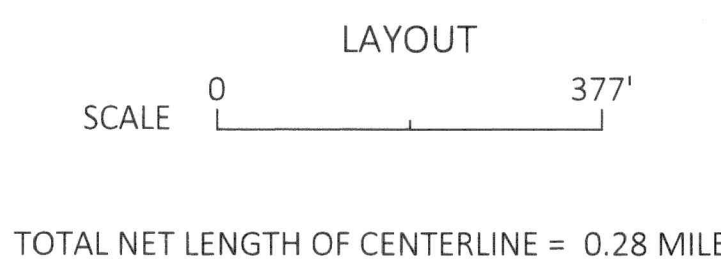
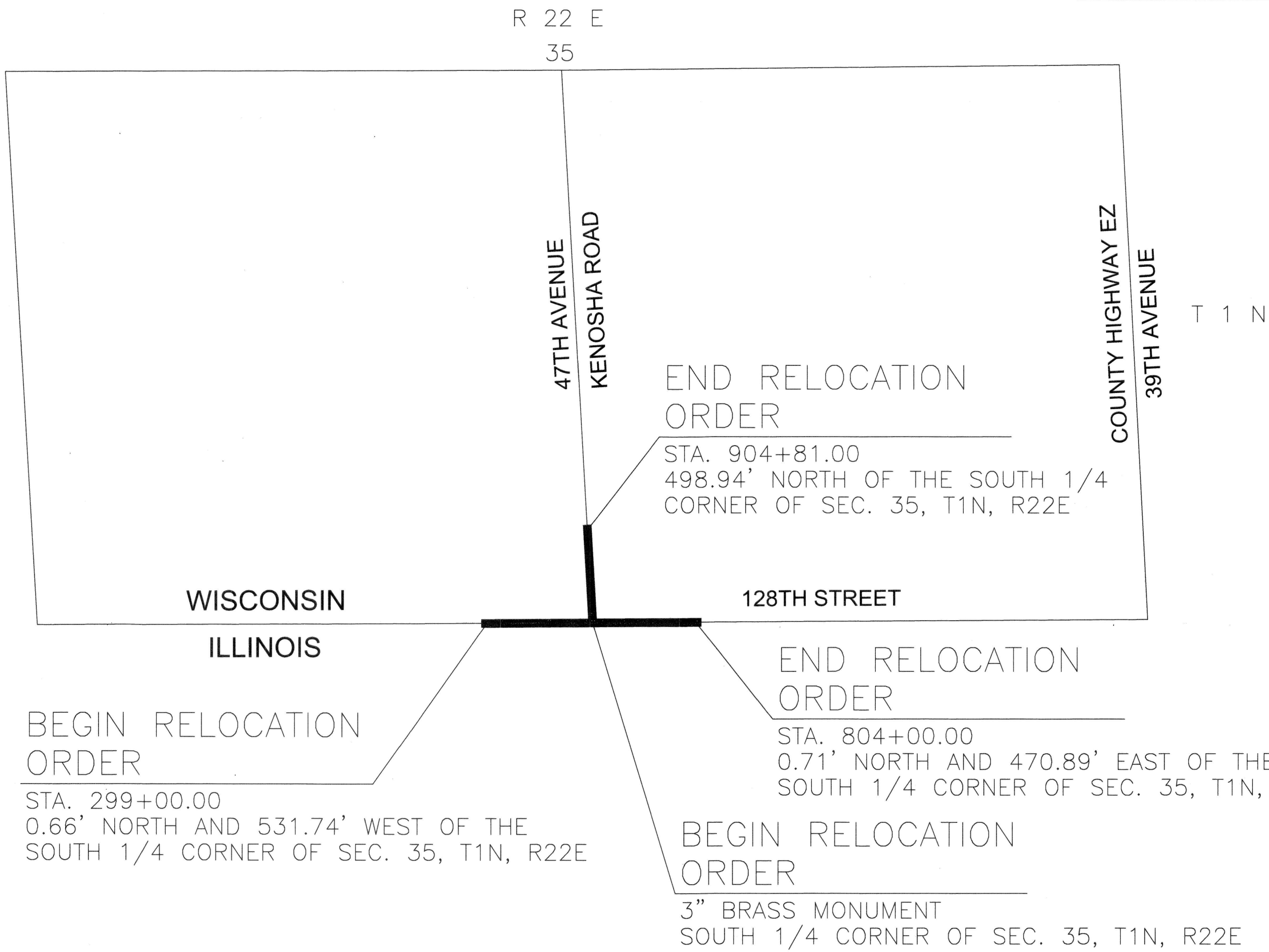


EXHIBIT A

CAUTION:

THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. DEEDS
MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES.

ORIGINAL PLAT PREPARED BY

JORGENSEN & ASSOCIATES, INC.

120 PARK AVENUE

LAKE VILLA, ILLINOIS 60046

(847) 356-3371

WISCONSIN

LAND SURVEYOR

CHRISTIAN H. JORGENSEN

S-2178

LAKE VILLA, ILL.

DATE: July 25, 2023

LAND SURVEYOR

VILLAGE OF PLEASANT PRAIRIE

APPROVED FOR THE VILLAGE OF PLEASANT PRAIRIE

DATE: (Signature)

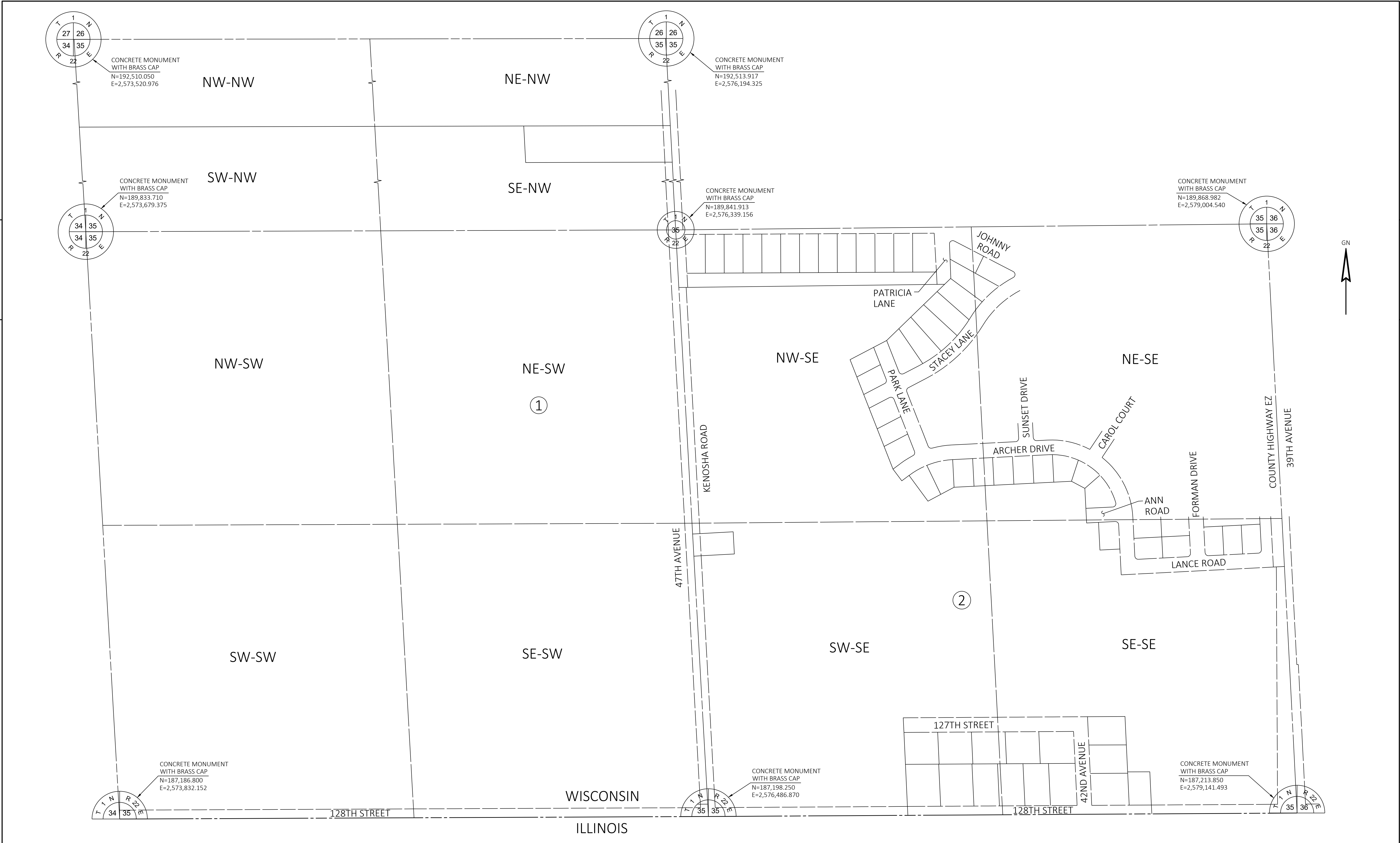
SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS' NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO KENOSHA COUNTY.

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

PARCEL NUMBER	SHEET NUMBER	OWNER	INTEREST(S) REQUIRED	TOTAL ACRES	R/W REQUIRED ACRES			TOTAL REMAINING ACRES	T.L.E. TEMP. ACRES	P.L.E. PERM. ACRES	PARCEL NUMBER
					NEW	EXISTING	TOTAL				
1	4.04	GOLF VIEW TRAILS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE, AR, TLE	107.59	0.23	0.32	0.55	107.04	A=0.05 B=0.03	-	1
2	4.04	DR. CHADWICK PRODROMOS AND ALTHEA M. PRODROMOS AS TRUSTEE OF THE ALTHEA M. PRODROMOS LIVING TRUST DATED SEPTEMBER 5, 2008, AS TO AN UNDIVIDED ONE-HALF INTEREST; AND STACEY P. VRAME AS TRUSTEE OF THE TRUST ESTABLISHED UNDER THE GUSTAV A. PRODROMOS ESTATE DATED SEPTEMBER 14, 2001, AS TO AN UNDIVIDED ONE-HALF INTEREST, AS TO PARCEL 1 AND P. & B. INVESTMENT CORPORATION, A DISSOLVED CORPORATION, AS TO PARCEL 2	FEE, AR, TLE	90.99	0.29	0.58	0.87	90.12	0.02	-	2

REVISION DATE 6/10/2024	DATE 7/21/2023	SCALE, FEET 0 	HWY: 47TH AVE. @ 128TH ST.	STATE R/W PROJECT NUMBER N/A	PLAT SHEET 4.02	E
	GRID FACTOR 0.99999733		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER	PS&E SHEET	



REVISION DATE 6/10/2024	DATE 07/21/2023	SCALE, FEET 0 200 400	HWY: 47TH AVE. @ 128TH ST.	STATE R/W PROJECT NUMBER N/A	PLAT SHEET 4.03	E
	GRID FACTOR 0.99999733		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER	PS&E SHEET	



FILE NAME : 04-04.DWG PLOT DATE : 6/10/2024 2:17 PM PLOT BY : KRIS PLOT NAME : WISDOT/CADDs SHEET 75

LEGAL DESCRIPTION

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

That part of the East 1/2 of the Southwest 1/4 of Section 35, Town 1 North, Range 22 East of the Fourth Principal Meridian, in Kenosha County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 35; thence North 3 degrees 11 minutes 53 seconds West along the east line of the Southwest 1/4 of said Section 35, a distance of 40.05 feet to a point of intersection with the Easterly extension of the north right of way line of 128th Street recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on August 27, 1948 in Volume 320 of Deeds on page 349, as document number 306949 and the point of beginning; thence South 89 degrees 45 minutes 10 seconds West along the said north right of way line of 128th Street and the Easterly extension thereof, a distance of 220.51 feet; thence North 65 degrees 37 minutes 25 seconds East, a distance of 182.92 feet; thence North 4 degrees 56 minutes 52 seconds East, a distance of 82.22 feet to a point 38.00 feet normally distant West of the east line of the Southwest 1/4 of said Section 35; thence North 3 degrees 11 minutes 53 seconds West along a line 38.00 feet normally distant West of and parallel with the east line of the Southwest 1/4 of said Section 35, a distance of 270.95 feet; thence North 86 degrees 48 minutes 07 seconds East, a distance of 38.00 feet to the east line of the Southwest 1/4 of said Section 35; thence South 3 degrees 11 minutes 53 seconds East along the east line of the Southwest 1/4 of said Section 35, a distance of 429.77 feet to the point of beginning.

This parcel contains 0.55 acres, more or less, of which 0.32 acres, more or less, was previously dedicated or used for highway purposes.

All existing, future or potential rights of ingress or egress between the highways currently designated as 47th Avenue and 128th Street, and all of the abutting real property as described as follows: Commencing at the southeast corner of the Southwest 1/4 of said Section 35; thence North 3 degrees 11 minutes 53 seconds West along the east line of the Southwest 1/4 of said Section 35, a distance of 40.05 feet to a point of intersection with the Easterly extension of the north right of way line of 128th Street recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on August 27, 1948 in Volume 320 of Deeds on page 349, as document number 306949; thence South 89 degrees 45 minutes 10 seconds West along the said north right of way line of 128th Street and the Easterly extension thereof, a distance of 440.52 feet to the point of beginning and Point A; thence North 89 degrees 45 minutes 10 seconds East along the said north right of way line of 128th Street, a distance of 220.01 feet; thence North 65 degrees 37 minutes 25 seconds East, a distance of 182.92 feet; thence North 4 degrees 56 minutes 52 seconds East, a distance of 82.22 feet to a point 38.00 feet normally distant West of the east line of the Southwest 1/4 of said Section

(Continued)

Project I.D.

Parcel 1

Page 1 of 3

35; thence North 3 degrees 11 minutes 53 seconds West along a line 38.00 feet normally distant West of and parallel with the east line of the Southwest 1/4 of said Section 35, a distance of 270.95 feet; thence North 86 degrees 48 minutes 07 seconds East, a distance of 5.00 feet to a point of terminus and Point B.

Also, 2 **Temporary Limited Easements** for the right to construct side slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as follows:

That part of the East 1/2 of the Southwest 1/4 of Section 35, Town 1 North, Range 22 East of the Fourth Principal Meridian, in Kenosha County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 35; thence North 3 degrees 11 minutes 53 seconds West along the east line of the Southwest 1/4 of said Section 35, a distance of 40.05 feet to a point of intersection with the Easterly extension of the north right of way line of 128th Street recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on August 27, 1948 in Volume 320 of Deeds on page 349, as document number 306949; thence South 89 degrees 45 minutes 10 seconds West along the said north right of way line of 128th Street and the Easterly extension thereof, a distance of 220.51 feet to the point of beginning; thence North 65 degrees 37 minutes 25 seconds East, a distance of 24.46 feet to a point 10.00 feet normally distant North of the said north right of way line of 128th Street; thence South 89 degrees 45 minutes 10 seconds West along a line 10.00 feet normally distant North of and parallel with the said north right of way line of 128th Street, a distance of 242.34 feet; thence South 0 degrees 15 minutes 02 seconds East, a distance of 10.00 feet to the said north right of way line of 128th Street; thence North 89 degrees 45 minutes 10 seconds East along the said north right of way line of 128th Street, a distance of 220.01 feet to the point of beginning.

This parcel contains 0.05 acres, more or less.

Also

That part of the East 1/2 of the Southwest 1/4 of Section 35, Town 1 North, Range 22 East of the Fourth Principal Meridian, in Kenosha County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 35; thence North 3 degrees 11 minutes 53 seconds West along the east line of the Southwest 1/4 of said Section 35, a distance of 40.05 feet to a point of intersection with the Easterly extension of the north right of way line of 128th Street recorded in the Office of the Register of Deeds for Kenosha

(Continued)

Project I.D.

Parcel 1

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County, Wisconsin on August 27, 1948 in Volume 320 of Deeds on page 349, as document number 306949; thence South 89 degrees 45 minutes 10 seconds West along the said north right of way line of 128th Street and the Easterly extension thereof, a distance of 220.51 feet; thence North 65 degrees 37 minutes 25 seconds East, a distance of 177.18 feet to the point of beginning; thence continuing North 65 degrees 37 minutes 25 seconds East, a distance of 5.74 feet; thence North 4 degrees 56 minutes 52 seconds East, a distance of 82.22 feet to a point 38.00 feet normally distant West of the east line of the Southwest 1/4 of said Section 35; thence North 3 degrees 11 minutes 53 seconds West along a line 38.00 feet normally distant West of and parallel with the east line of the Southwest 1/4 of said Section 35, a distance of 189.24 feet; thence South 86 degrees 48 minutes 07 seconds West, a distance of 5.00 feet to a point 43.00 feet normally distant West of the east line of the Southwest 1/4 of said Section 35; thence South 3 degrees 11 minutes 53 seconds East along a line 43.00 feet normally distant West of and parallel with the east line of the Southwest 1/4 of said Section 35, a distance of 188.88 feet; thence South 4 degrees 56 minutes 52 seconds West, a distance of 84.67 feet to the point of beginning.

This parcel contains 0.03 acres, more or less.

All TLE's expire at the completion of the construction project for which this instrument is given.

LEGAL DESCRIPTION

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

That part of the Southeast 1/4 of Section 35, Town 1 North, Range 22 East of the Fourth Principal Meridian, in Kenosha County, Wisconsin, described as follows:

Beginning at the southwest corner of the Southeast 1/4 of said Section 35; thence North 3 degrees 11 minutes 53 seconds West along the west line of the Southeast 1/4 of said Section 35, a distance of 469.83 feet; thence North 86 degrees 48 minutes 07 seconds East, a distance of 38.00 feet to a point 38.00 feet normally distant East of the west line of the Southeast 1/4 of said Section 35; thence South 3 degrees 11 minutes 53 seconds East along a line 38.00 feet normally distant East of and parallel with the west line of the Southeast 1/4 of said Section 35, a distance of 150.01 feet; thence South 8 degrees 54 minutes 44 seconds East, a distance of 100.51 feet; thence South 21 degrees 24 minutes 39 seconds East, a distance of 168.18 feet; thence South 83 degrees 59 minutes 48 seconds East, a distance of 181.12 feet; thence South 0 degrees 20 minutes 12 seconds East, a distance of 45.00 feet to the south line of the Southeast 1/4 of said Section 35; thence South 89 degrees 39 minutes 48 seconds West along the south line of the Southeast 1/4 of said Section 35, a distance of 277.46 feet to the point of beginning.

This parcel contains 0.87 acres, more or less, of which 0.58 acres, more or less, was previously dedicated or used for highway purposes .

All existing, future or potential rights of ingress or egress between the highways currently designated as 47th Avenue EZ and 128th Street, and all of the abutting real property as described as follows: Commencing at the southwest corner of the Southeast 1/4 of said Section 35; thence North 3 degrees 11 minutes 53 seconds West along the west line of the Southeast 1/4 of said Section 35, a distance of 469.83 feet; thence North 86 degrees 48 minutes 07 seconds East, a distance of 33.00 feet to the east right of way line of 47th Avenue and the point of beginning and Point C; thence continuing North 86 degrees 48 minutes 07 seconds East, a distance of 5.00 feet to a point 38.00 feet normally distant East of the west line of the Southeast 1/4 of said Section 35; thence South 3 degrees 11 minutes 53 seconds East along a line 38.00 feet normally distant East of and parallel with the west line of the Southeast 1/4 of said Section 35, a distance of 150.01 feet; thence South 8 degrees 54 minutes 44 seconds East, a distance of 100.51 feet; thence South 21 degrees 24 minutes 39 seconds East, a distance of 168.18 feet; thence South 83 degrees 59 minutes 48 seconds East, a distance of 181.12 feet; thence South 0 degrees 20 minutes 12 seconds East, a distance of 5.00 feet to the north right of line of 128th Street, as monument and occupied,; thence North 89 degrees 39 minutes 48 seconds East along the north right of way line of 128th Street, as monumented and occupied, a distance of 193.98 feet to a point of terminus and Point D, whether acquired by separate conveyance or otherwise, where the above

described real estate abuts on the said highway.

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

That part of the Southeast 1/4 of the Southeast 1/4 of Section 35, Town 1 North, Range 22 East of the Fourth Principal Meridian, in Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of the Southeast 1/4 of said Section 35; thence North 3 degrees 11 minutes 53 seconds West along the west line of the Southeast 1/4 of said Section 35, a distance of 469.83 feet; thence North 86 degrees 48 minutes 07 seconds East, a distance of 38.00 feet to a point 38.00 feet normally distant East of the west line of the Southeast 1/4 of said Section 35; thence South 3 degrees 11 minutes 53 seconds East along a line 38.00 feet normally distant East of and parallel with the west line of the Southeast 1/4 of said Section 35, a distance of 150.01 feet; thence South 8 degrees 54 minutes 44 seconds East, a distance of 100.51 feet; thence South 21 degrees 24 minutes 39 seconds East, a distance of 168.18 feet; thence South 83 degrees 59 minutes 48 seconds East, a distance of 181.12 feet to the point of beginning; thence South 0 degrees 20 minutes 12 seconds East, a distance of 5.00 feet to the north right of way line of 128th Street, as monumented and occupied; thence North 89 degrees 39 minutes 48 seconds East along the north right of way line of 128th Street, as monumented and occupied, a distance of 193.98 feet; thence North 1 degree 08 minutes 58 seconds West, a distance of 5.00 feet to a point 45.00 feet normally distant North of the south line of the Southeast 1/4 of said Section 35; thence South 89 degrees 39 minutes 48 seconds West along a line 45.00 feet normally distant North of and parallel with the south line of the Southeast 1/4 of said Section 35, a distance of 193.91 feet to the point of beginning.

This parcel contains 0.02 acres, more or less.

All TLE's expire at the completion of the construction project for which this instrument is given.



AGENDA ITEM COVER

Village Board - Regular Meeting

July 08, 2024

AGENDA ITEM TITLE:

Consider approval of selling parcel 92-4-122-343-0135, owned by the Village of Pleasant Prairie, to VPX FARM LLC.

PROPOSED BY: Community Development

FISCAL IMPACT: Yes

AGENDA CATEGORY: Action

BUDGETED: No

MEETING TYPE REQUIRED:
Regular

BUDGET TYPE:
General Government

STRATEGIC INITIATIVE: No

SUMMARY:

VPX FARM LLC has submitted an offer to purchase the 1.1 acre Village owned property approximately located at the 12400 block of Green Bay Rd, parcel number 92-4-122-343-0135 for \$20,000 cash, due and payable at closing.

Kenosha County acquired the subject property through tax forfeiture in 1982, and transferred the property to the Village in 1987. There are currently no structures on the property, and the parcel has been vacant since approximately 1975.

As part of the proposed purchase agreement, staff has included a deed restriction on the property that prohibits single-family housing on the site.

VPX FARM LLC owns a number of properties adjacent to the subject property and desires to acquire this property as part of an assembly of properties in the area to support a larger development.

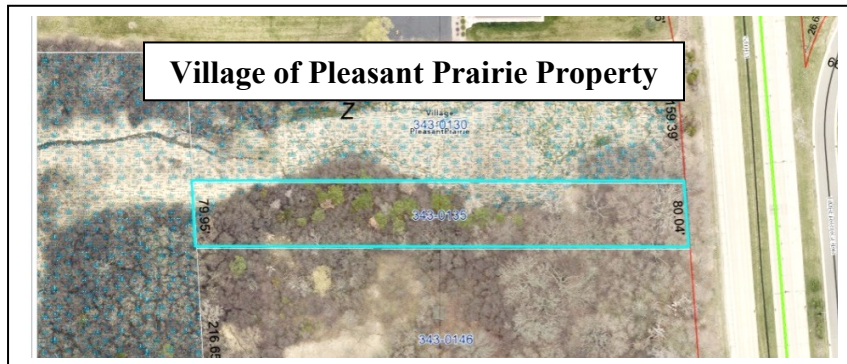
STAFF RECOMMENDATION:

Recommend approval

[Purchase Offer Letter.pdf](#)

[Purchase and Sale Agreement 6.21.24.pdf](#)

A RESTRICTED APPRAISAL REPORT



PREPARED FOR
William Yacktmann, VPX Farm LLC

PREPARED BY
Andrew M. Pitts, WCGA # 1456-010

DATE OF VALUATION
May 2, 2024

.....
This appraisal has been prepared by the staff of Pitts Brothers & Associates for the sole use and benefit of William Yacktmann and VPX Farm LLC. The information contained in this report should not be relied upon, without independent verification, by any other person or entity other than William Yacktmann and VPX Farm LLC.
.....

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May 6, 2024

William Yacktman
VPX Farm LLC
2640 Golf Rd
Glenview, IL 60025

Dear Mr. Yacktman:

In accordance with your request, I have made an investigation and a restricted use appraisal report of:

VILLAGE OF PLEASANT PRAIRIE PROPERTY

Tax Parcel No. 4-122-343-0135

Village of Pleasant Prairie, Kenosha County, Wisconsin

The appraisal was made for the purpose of expressing an opinion of the market value of the fee simple interest in the real estate as of May 2, 2024. My physical inspection of the property occurred on May 2, 2024.

The term "market value," as used here, 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 is the consummation of a sale of a specified date and the 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 own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
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.

Located along the west side of Green Bay Road (STH 31) just north of 128th Street in the Village of Pleasant Prairie, Kenosha County, identified as tax key parcel number 4-122-343-0135, the subject property consists of a rectangular shaped parcel of land containing an overall 1.102 acres, or 48,003 square feet, of area. According to Kenosha County GIS and WISDNR mapping, the entire property

lies within a secondary environmental corridor. There is also a portion of the land area, approximately .074 acres, identified as wetland area located along the northern boundary and northwest corner of the property. We were not furnished with an actual survey of the property and have estimated land areas from dimensions shown on Kenosha County and WISDNR mapping system online. Therefore, the areas and dimensions used in this report are subject to an engineering survey. Zoned R-4 (UHO) the subject property is restricted from any road access and consequently is landlocked.

For purposes of this appraisal, I will assume three (3) extraordinary assumptions: 1) Valuation includes an extraordinary assumption, the subject valued as if the property is environmentally clean. 2) I was not provided with a certified survey of the subject property parcel and have estimated the pond/wetland and woodland/prairie area on the parcel shown on Kenosha County & WISDNR mapping systems online. Therefore, this appraisal assumes an extraordinary assumption that estimate of wetland and on the parcel to be correct. 3). Our appraisal is based on the overall site containing 1.102 acres. This acreage was stated on the legal description on the Kenosha County web site. I reserve the right to amend this report if these assumptions are found to be incorrect.

Based upon our investigation and analysis, it is our opinion that the "Market Value" of the property, appraised of the 2nd day of May 2024, is fairly represented at:

SEVEN THOUSAND AND NO/100'S DOLLARS (ROUNDED)
\$7,000.00

A personal inspection of the property was made and consideration given to the following factors:

1. The location, size and utility of the land.
2. The highest and best use of the property.
3. Sales and asking prices of similar properties in the area of the subject.

Our report consists of:

1. This letter summarizing the investigation and stating our conclusion of value.
2. A report section containing a description of the property, a discussion of the valuation procedures, and a conclusion of value.
3. An exhibit section containing maps and photographs of the subject of this appraisal.

I have not made an investigation of, and assume no responsibilities for, the title to, or any liabilities against, the property appraised. This appraisal assumes marketable title and the property as if free and clear of any indebtedness.

P. PITTS BROTHERS & Associates, LLC

I, the undersigned, do hereby certify that to the best of my knowledge and belief the statements contained in this report, upon which the opinions expressed herein are based, are correct.

Employment and compensation for making this report are in no way contingent upon the value reported; I hereby certify that we have no financial interest in the subject property.

Respectfully submitted,



Andrew M. Pitts, WCGA #1456-010

SUMMARY OF IMPORTANT DATA

Property Appraised	Vacant land
Location	South Green Bay Road (STH 31) the Village of Pleasant Prairie, Kenosha County, Wisconsin
Parcel No(s)	4-122-343-0135
Owner of Record	Village of Pleasant Prairie
Interest Appraised	Fee simple interest
Premise of Value	Market value
Land Area	48,003 square feet, or 1.102 Acres
Building/Site Improvements	None
Zoning	R-4 (UHO) Residential District
Highest & Best Use	As Vacant: Assemblage to neighboring property
Date of Value	May 2, 2024
Date of Report	May 6, 2024
Value Estimates	
Cost Approach	Not Applicable
Sales Comparison Approach	\$7,000.00
Income Approach	Not Applicable
Concluded Market Value	\$7,000.00

NARRATIVE REPORT – PREMISES OF THE APPRAISAL

IDENTIFICATION OF THE PROPERTY

Lying and being along the west side of State Highway 31 (Green Bay Road) just north of 128th Street in the Village of Pleasant Prairie, Kenosha County, the subject property consists of a rectangular shaped parcel of land containing an overall 48,003 square feet that has 80.04 lineal feet frontage along the west side of Green Bay Road, with approximately 703 lineal feet of depth. Access to STH 31 is restricted, however, and is consequently landlocked. See the plat map in the description of the land for a complete description of the rectangular shaped parcel dimensions. According to the Kenosha County GIS Mapping System approximately .074 acres is wetland area located along the northern boundary and northwest corner of the property. The balance of the land is entirely located within land designated as Secondary Environmental Corridor and within the floodplain. We have estimated the acreage of wetland area from the GIS maps online. Currently, this property is vacant and no municipal utilities (sewer and water) are available to serve this site.

PURPOSE & DATE OF THE APPRAISAL

The purpose of this appraisal report is to estimate the market value as of May 2, 2024, in the real property described above. The fee simple interest will be estimated for the land at its highest and best use as a vacant land parcel containing an overall 1.102 acres. The subject property was inspected May 2, 2024.

INTENDED USER AND INTENDED USE OF THE RESTRICTED APPRAISAL

Intended user, also defined by USPAP 2022-2023 Edition, published by the Appraisal Foundation, page 5, and is:

“The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.”

It is understood that William Yacktmann, VPX Farm LLC, or any of its affiliates or subsidiaries, are the intended users of this restricted appraisal report. Use of this report by others is not intended by the appraiser.

Intended use, also defined by USPAP 2014-2015 Edition, published by the Appraisal Foundation, page U-3, and is:

“The use or uses of an appraiser’s reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment.”

APPRAISER COMPETENCY DISCLOSURE

USPAP Competency rule, page 11 of USPAP 2022-2023 Edition, states that:

“An appraiser must: (1) be competent to perform the assignment; (2) acquire the necessary competency to perform the assignment; or (3) decline or withdraw from the assignment. In all cases, the appraiser must perform competently when completing the assignment. Competency requires:

1. *The ability to properly identify the problem to be addressed;*
2. *The knowledge and experience to complete the assignment competently; and*
3. *Recognition of and compliance with laws and regulations that apply to the appraiser or to the assignment.*

Acquiring competency requires, if an appraiser determines he or she is not competent prior to accepting an assignment, the appraiser must:

1. *Disclose the lack of knowledge and/or experience to the client before accepting the assignment;*
2. *Take all steps necessary or appropriate to complete the assignment competently and*
3. *Describe, in the report, the lack of knowledge and/or experience and the steps taken to complete the assignment competently.”*

Both the appraiser and the appraiser firm, Pitts Brothers, have the knowledge and experience to complete this appraisal assignment and have appraised this property type including both consultation and value estimates in the subject’s geographical location. See resumes and appraiser’s qualifications in the exhibit section at the end of this report for a complete breakdown of appraiser’s knowledge and experience for this type of property.

Appraiser and appraiser firm, Pitts Brothers & Associates, has had extensive experience in the appraisal of various types of properties including vacant land both developed and raw, undeveloped land, commercial properties including single and multi-tenant, office properties including single and multi-tenant, industrial properties including single and multi-tenant and many special purpose properties.

Competency for this property also involved the following:

1. Appraiser firm, Pitts Brothers, and appraiser have had extensive years with this type of property in the appraisal industry in the Wisconsin market area.
2. Appraisers have completed all continuing education, as required by USPAP, and has utilized this education in the analysis of the appraisal.
3. Properly identified the problem to be addressed.
4. Recognize and in compliance with laws and regulations that apply to the appraiser in this assignment.

EXTENT OF DATA COLLECTION

As part of this assignment, the appraisers made a number of independent investigations and analyses. The valuation is based upon the findings contained in this report and is subject to all the general assumptions and limiting conditions, and the extraordinary assumptions contained herein.

PROPERTY RIGHTS APPRAISED

The property right to be valued in this report is the fee simple interest. As defined in The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, a fee simple interest is:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police powers, and escheat.”

SCOPE OF THE RESTRICTED APPRAISAL

Scope of Work, also defined by USPAP 2022-2023 Edition, published by the Appraisal Foundation, page 5, is:

“The type and extent of research and analyses in an appraisal or appraisal review assignment.”

The *scope of work* rule states (USPAP 2022-2023 Edition, page 13):

“For each appraisal and appraisal review assignment, an appraiser must:

- 1. identify the problem to be solved;*
- 2. determine and perform the scope of work necessary to develop credible assignment results; and*
- 3. disclose the scope of work in the report.”*

This restricted appraisal report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation, and in compliance with Title XI FIRREA requirements. This restricted appraisal was completed under the Uniform Standards of Professional Appraisal Practice (USPAP) definition of “credible.” “Credible,” as defined by USPAP 2022-2023 Edition, Page 4, is defined as “worthy of belief.” Credible assignment results require support, by relevant evidence and logic, to the degree necessary for the intended use. A restricted appraisal report contains the conclusions of the appraisal. This restricted appraisal is limited to only the client herein previously identified and is limited to a brief analysis of data which has been retained in the work-file.

Supporting documentation that is not provided within the report concerning the data, reasoning and analyses 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. The appraiser is not responsible for unauthorized use of this report.

The following steps were taken in our analysis of the subject property in the development of the opinion of market value as of the effective date of value:

- Andrew Pitts, certified general appraiser of Pitts Brothers & Associates, LLC physically inspected the property, as well as took relevant photographs of the subject property (which can be viewed in the photographs section of this report). My inspection of the property also included a survey of the surrounding land uses and adjacent property types, as well as the surrounding neighborhood. Any and all relevant property and neighborhood/land use characteristics were noted during our inspection.
- My analysis included a review of many maps online including FEMA floodplain, WDNR Wetland and local municipal GIS aerial, plat, soil, and elevation maps of the subject property. Kenosha County GIS Mapping provided floodplain, wetland, and zoning maps of the subject property.
- Public records were gathered and researched for the subject property including:
 1. the applicable zoning district of the subject and relevant zoning requirements affecting the subject,

2. the three-year sales history of the subject property, as well as any current or prior (expired) listings of the subject were analyzed,
 3. the current and prior year's real estate assessment were analyzed,
 4. any other prior history of the subject including annexation into a new community or combining of any other tax parcels with the subject.
- Demographics data affecting the subject property including national, state, county, township, and neighborhood to the subject were analyzed. Information for these demographics was obtained from several public sources including The Department of Workforce Development (Wisconsin Worknet), the State of Wisconsin Department of Administration, US Bureau of Economic Analysis, US Bureau of Labor Statistics, US Census Bureau, and Wisconsin Department of Administration, as well as from a private demographic service, Costar.
 - Information for sales and property data has been obtained through the municipal assessor and assessment records, discussions with other appraisers and realtors in the region, discussions with buyers and sellers active in the local market and a review of the Multiple Listing Service (MLS), Wisconsin Department of Revenue, in regard to sale information. The Multiple Listing Service was reviewed regarding sales information and the estimated rate of appreciation and/or depreciation for similar properties that have sold during the past years.
 - All the comparable sales uncovered and utilized in the report were verified to the extent possible using sources previously stated (MLS, etc.) and/or through conversations with the buyer/seller and/or public records. In many cases, however, both buyer and seller declined to provide any details on the transactions other than what is public record. Additionally, we have spoken with buyers, sellers, real estate brokers, real estate developers, appraisers, and public officials to confirm the data as it pertains to the subject in this appraisal assignment.
 - The restricted appraisal assignment included discussions with William Yacktmann, adjacent property owner, regarding the property and a personal inspection of the property. The current appraisal assignment included discussions with the Village of Pleasant Prairie Zoning Department to assist in establishing the highest and best use of the property.
 - Additional information has also been obtained through the Kenosha Area Business Alliance (KABA) regarding estimated projections on growth rates in the residential and commercial sectors in the County area, discussions with other appraisers, and realtors regarding comparable listings and land sales that were used in this report.
 - Building data, if applicable, including the year built and square footage was provided by assessor records and/or a personal measurement of the building(s) on site.
 - Existing market conditions for the property were analyzed, including current trends and development patterns for the subject's location.
 - Realty Rates, PWC Real Estate Investor Survey, CoStar, and LoopNet, as well as with discussions with real estate market participants (buyers and sellers and brokerage firms) in the area were utilized in market conclusions including vacancy rates, rental rates, capitalization rates, discount rates, marketing time, absorption rates. PWC Real Estate Investor Survey and CoStar were also utilized in the descriptions of the overall market affecting the subject property.

- The highest and best use of the subject property was concluded and has been presented in the report.
- Based upon the applicable and best use of the subject, we have prepared a valuation section utilizing the applicable approaches to value. All three of the approaches to value have been considered in the valuation of the subject property including:
 1. The Cost Approach: The cost approach will not be utilized in this valuation due to being a vacant property and restricted appraisal.
 2. The Market Approach: The market approach will be used and is pertinent to our concluded value.
 3. The Income Approach: The income approach will not be utilized in this valuation due to being a restricted appraisal.

The valuation includes a thorough description of the site, as well as the market area of the subject. The value conclusion reflects all known information and data regarding the subject property, considers the location of the property, and current market conditions. Further, this format incorporates a presentation of data, practical explanation of data, and the reasoning and analysis that are used to develop our opinions of market value.

The restricted appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan. The restricted appraisal was conducted in conformity with the Uniform Standard of Professional Appraisal Practice set forth by the Appraisal Foundation. The property was personally inspected, and the following factors were considered in forming our opinion of value:

1. Location, size, and utility of the property.
2. Highest and best use of the property.
3. Sales and asking prices of properties in the vicinity and general area.
4. Prevailing real estate market conditions and relative desirability of the property in the marketplace.

DEFINITION OF VALUE

The basis of value to be used in this appraisal is Market Value which is defined by the Appraisal Institute, in *The Dictionary of Real Estate Appraisal*, Fifth Edition, 2010, published by the Appraisal Institute, as well as *Federal Register*, volume 55, number 163, August 22, 1990, is as follows:

“the most probable price, as of a specified date, in cash, in terms equivalent to cash, or in other precisely revealed terms, for which the specified property should sell after reasonable exposure in a competitive market under all conditions requisite to fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title when:

- 1. Buyer and seller are typically motivated;*
- 2. Both parties are well informed and are acting in what they consider their own best interests;*

3. *A reasonable time is allowed to offer property on the open market;*
4. *Payment is made in cash in U.S. dollars or by comparable arrangements;*
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.”*

TYPE OF APPRAISAL REPORT

Appraisal reports may be presented in two formats:

1. Appraisal report
2. Restricted appraisal report

An appraisal report summarizes the data and analyses used in the assignment. A restricted appraisal report simply states the conclusions of the appraisal.

For purposes of this appraisal, a restricted appraisal report is completed, 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 restricted appraisal report, this report contains only the conclusions of the appraisal. Additional information is retained with the appraiser’s file.

TERMS

For the purposes of this report, Market Value is estimated assuming financing terms of cash, or terms equivalent to cash.

APPRAISAL FIRM HISTORY OF PROPERTY

Appraisal Firm, Pitts Brothers & Associates, and including Andrew M. Pitts, has not appraised this property within the last three (3) years.

MARKETING TIME – VACANT LAND/LOT PROPERTIES

Under Paragraph 3 of the Definition of Market Value, the value estimate presumes that reasonable time is allowed for exposure in the open market. Marketing time, as defined by USPAP 2014-2015 Edition, page F-76, is:

“An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal.”

The development of a marketing time opinion uses some of the same data analyzed in the process of developing a reasonable exposure time opinion and is not intended to be a prediction of a date of sale or a one-line statement. It is an integral part of the analyses and can be based on one or more of the following:

1. Statistical information about days on market,
2. Information gathered through sales verification,
3. Interviews of market participants, and
4. Anticipated changes in market conditions.

Based on conversations with local real estate brokers and developers, as well as the current economic conditions affecting real estate markets, I have determined the appropriate marketing time to be twelve (12) to fifteen (15) months for the vacant properties.

EXPOSURE TIME

Exposure time, also defined by USPAP 2022-2023 Edition, page 4, is:

“An opinion, based on supporting market data, of the 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.”

Exposure time is presumed to precede the effective date of the appraisal. The obligation for appraisers to develop an opinion of exposure time for real property and personal property assignments appears in the Comment to Standards Rules 1-2(c) and 7-2(c) where it states:

“When reasonable 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.”

Sources that may be relied upon for exposure time can be based on one or more of the following:

1. Statistical information about days on market.
2. Information gathered through sales verification.
3. Interviews of market participants; and
4. Information from data collection services.

Most private and some public comparable sale data sources include information about days on market providing valuable data for analysis. Interviews with local market participants actively involved in the immediate area can provide additional insight.

Based on conversations with local real estate brokers and developers, as well as the current economic conditions affecting real estate markets, we have determined the appropriate exposure time to be twelve (12) months to fifteen (15) months for the property.

HYPOTHETICAL CONDITION

As defined by USPAP (2022-2023 Edition), page 4, a hypothetical condition is:

“A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis. Hypothetical conditions are 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:

1. Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison.
2. Use of a hypothetical condition results in a credible analysis.

For purposes of this restricted appraisal, no hypothetical conditions are assumed.

EXTRAORDINARY ASSUMPTION

As defined by USPAP (2022-2023 Edition), page 4, an extraordinary assumption is:

“An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.”

An extraordinary assumption may be used in an assignment only if:

1. Extraordinary assumptions are required to properly develop credible opinions and conclusions.
2. The appraiser has a reasonable basis for the extraordinary assumption; and
3. Use of the extraordinary assumption results in a credible analysis.

For purposes of this restricted appraisal, I will assume three (3) extraordinary assumptions:

1) Valuation includes an extraordinary assumption that the subject is valued as if the property is environmentally clean,

2) I was not provided with a certified survey of the subject property parcel and have estimated the wetland and prairie area on the parcel shown on Kenosha County GIS mapping system online. Therefore, this appraisal assumes an extraordinary assumption that estimate of wetland area on the parcel to be correct and

3) My appraisal is based on the overall site containing 1.102 acres. This acreage was stated on the legal description, the local Multiple Listing Service (MLS), as well as the Kenosha County web site. I reserve the right to amend this report if these assumptions are found to be incorrect.

JURISDICTIONAL EXCEPTION

As defined by USPAP (2022-2023 Edition), jurisdictional exception is:

“An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.”

For purposes of this restricted appraisal, jurisdictional exception is not invoked.

AREA ANALYSIS

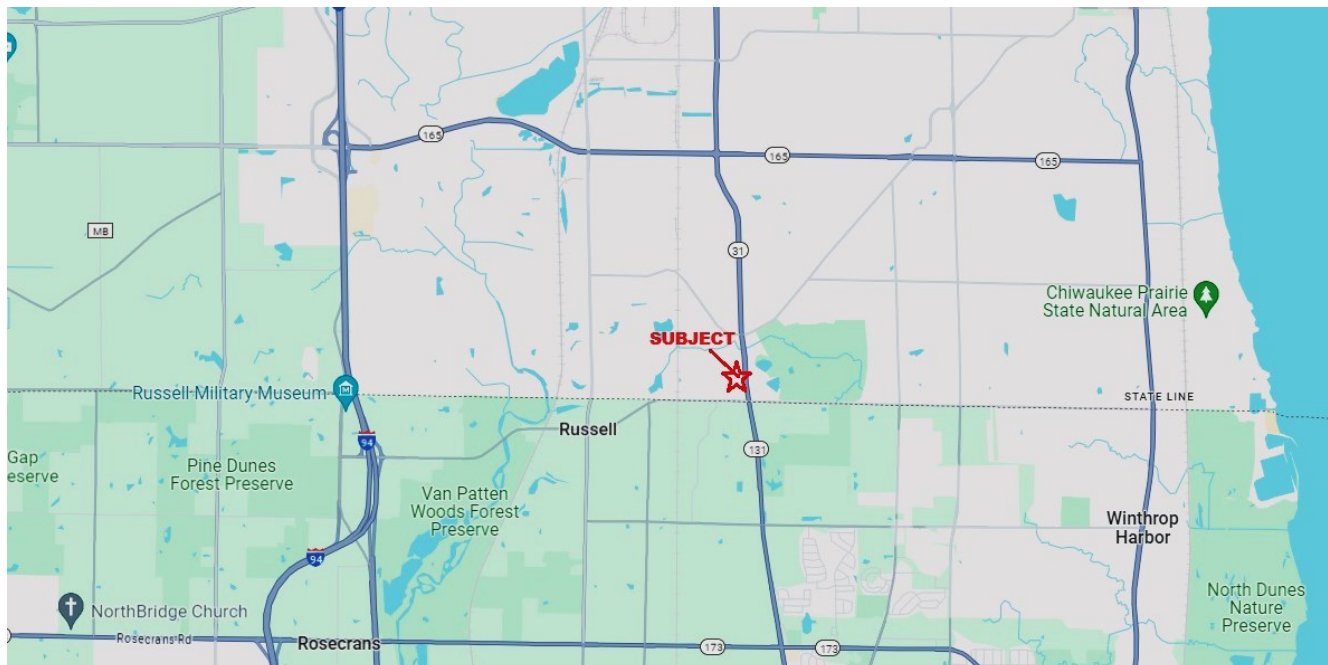
PREFACE

The purpose of a Market Area Analysis is to analyze market supply and demand in order to estimate a property's market position and to estimate current and future occupancy and rental rates. A property's income and occupancy performance are influenced by overall market conditions, as well as the subject property's ability to compete in its market segment. Overall market conditions are influenced by employment growth, the need/utilization of industrial space, and the supply of space within a city, sub-market and peer group. The subject's economic performance and its ability to maintain its market position is a result of its specific attributes including overall quality, amenities, location, and reputation in the marketplace.

In the area analysis, both general data (economic trends, demographic information, trends in building activity, and other market delineation characteristics) and specific data are analyzed in the Kenosha County, State of Wisconsin, United States, and the Village of Pleasant Prairie area to facilitate the analysis and determine the market for the subject property. The information provided in this section was from a variety of sources listed as follows:

1. <http://www.dwd.state.wi.us/>,
2. <http://worknet.wisconsin.gov/worknet/>,
3. <http://www.bea.gov/>,
4. <http://www.bls.gov/>,
5. <http://www.census.gov/>, and
6. <http://www.doa.state.wi.us/>.

The subject property is located in the Village of Pleasant Prairie, Kenosha County, Wisconsin. Kenosha County is located along the western shore of Lake Michigan in the southeast corner of the state between two major metropolitan areas, Milwaukee and Chicago. The diversified topography has agricultural farmland, forests, prairies, marshes, meadows, and winding streams. There are a total of 27 named lakes located entirely or partially within Kenosha County, 20 of which are major lakes of 50 or more acres in area. A location map of the subject property is included below:



DESCRIPTION OF THE SITE

For purposes of this appraisal, I have assumed three (3) extraordinary assumptions of the site including: 1). Valuation includes an extraordinary assumption, the subject valued as if the property is environmentally clean, 2). I was not provided with a certified survey of the subject property parcel and have estimated the wetland and prairie area on the parcel shown on Kenosha County GIS mapping system online. Therefore, this appraisal assumes an extraordinary assumption that estimate of wetland area on the parcel to be correct and 3). Our appraisal is based on the overall site containing 1.102 acres. This acreage was stated on the legal description, the local Multiple Listing Service (MLS), as well as the Kenosha County web site. I reserve the right to amend this report if these assumptions are found to be incorrect.

The description of the site outlines the physical characteristics associated with the subject property. Photos and maps of the subject property are included in this report. The subject property physical characteristics of the site are described as follows:

Location	West side of Green Bay Road just north of the Illinois State Line in the Village of Pleasant Prairie, Kenosha County, Wisconsin
Site Size	48,003 square feet, or 1.102 acres
Site Shape	Rectangular
Corner/Interior location	Interior location
Street Frontage	None
Floodplain	Yes, located in the floodplain Floodplain Zone: AE FEMA Map No: 55059C 0307D Map Date: June 19, 2012 Zone AE is a <i>special flood hazard area</i> and flood insurance is required.
Wetlands	Approximately .074 acres is wetland area located along the northern boundary and northeast corner of the property.
Water Frontage/Pond	None
Environmental Corridor	Yes, Secondary Environmental Corridor
Topography	Property has a sloping topography. The elevation ranges from approximately 690.0 feet above sea level in the eastern section to 685.0 feet above sea level in the western end near the wetland area. Drainage following the natural flow of the land.
Utilities	Electric – Not Available (landlocked) Gas – Not Available (landlocked)

	Sanitary Water – Not Available Sanitary Sewer – Not Available
Accessibility	None – property is landlocked and does not have any known easement rights for access
Easements/Encroachments	There are no known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. Appraiser cannot guarantee that property is free of encroachments or easements. It is recommended that the client obtain a title policy outlining all easements and encroachments on the property, if any.
Dimensions	See the plat map on the following pages for a complete description of the rectangular shaped parcel. I was not furnished with an actual survey of the property and have estimated land areas from dimensions shown on plats in the assessor's office. I believe the areas used are satisfactory for appraisal purposes, but the parcel is rectangular in shape. Therefore, the areas and dimensions used in this report are subject to an engineering survey.
Soil and Subsoil	For purposes of this appraisal, this appraiser assumes the soils to be free and clear of any hazardous materials or contaminants. I did no soil tests of underground water. I am not qualified to detect such substances, and therefore, the extent of toxic waste remaining on the property, if any, is known. I am not an expert in the area of soils or environmental engineering, and it is my recommendation that any prospective purchaser or lender involved with this property contract to have a licensed environmental engineering firm review the historical data and reports pertaining to this property in order to ascertain the specific soil conditions for any purpose or use involving this site.
Hazardous Substances	Unless otherwise stated in this report the existence of hazardous substances, which may or may not be present on the property, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The presence of such hazardous substances may affect the value of the property. The value opinion reported herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto which would cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.
Site Improvements	None

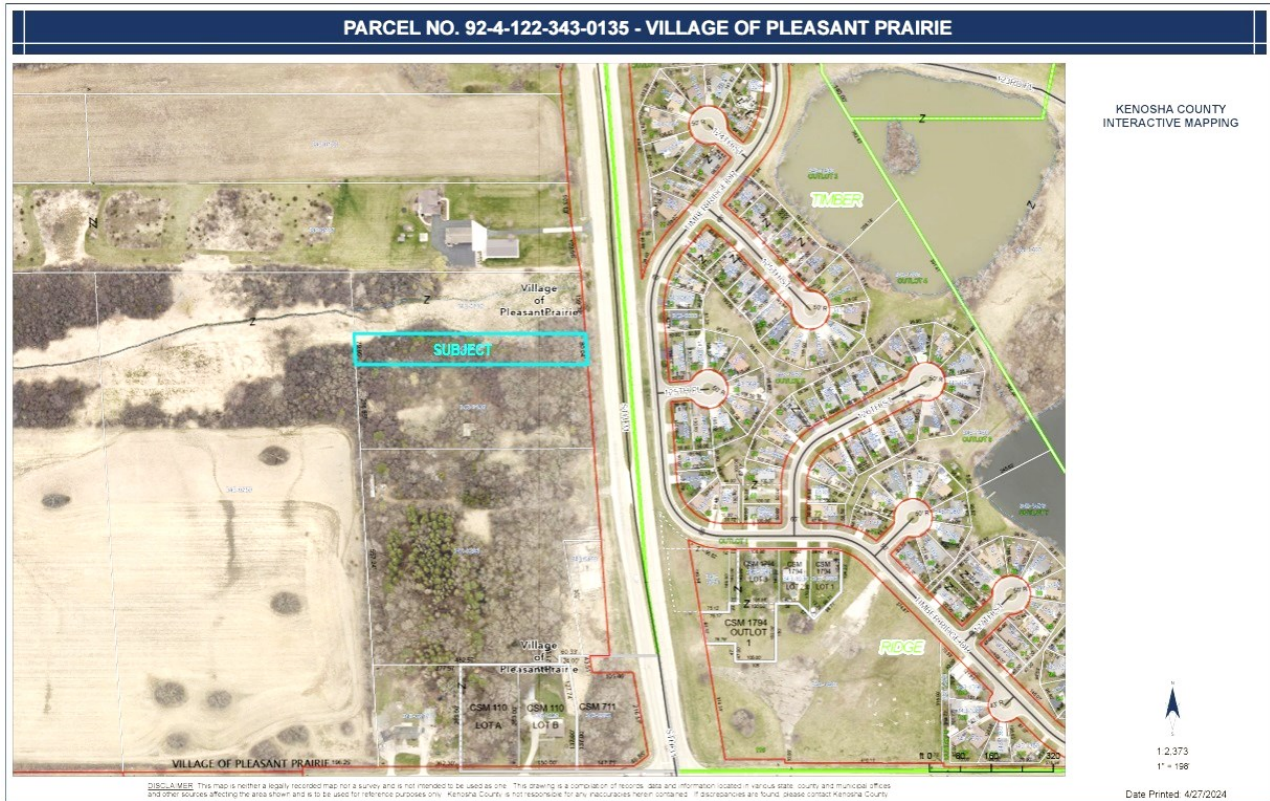
Excess Land

None

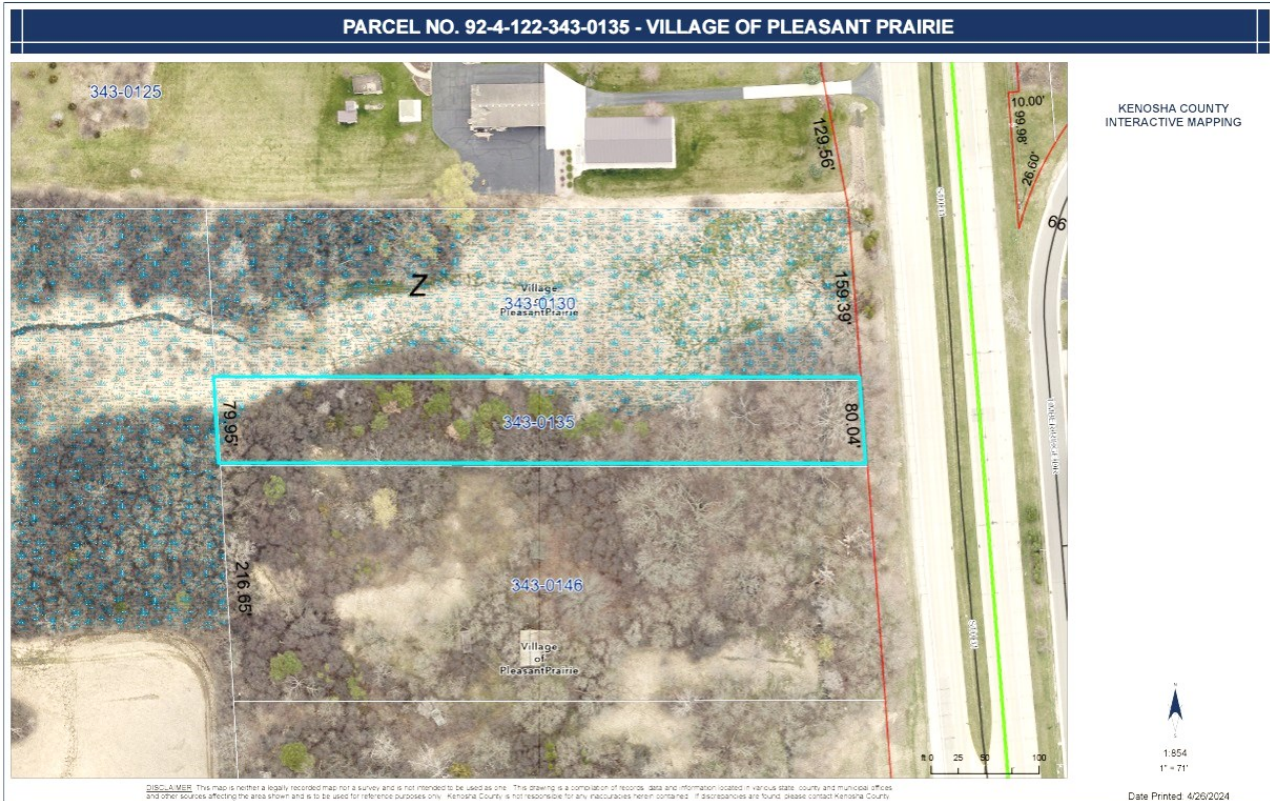
Conclusion

As previously stated, the subject property lies on the west side of Green Bay Road in the rural area of the Village of Pleasant Prairie, Kenosha County. The site has a sloping topography with an area of wetland located in the northern boundary and northwest corner of the site and partially wooded area within the site. Access to the site is unavailable. There are a number of adverse marketing factors related to this site including lack of current utilities and access that greatly hinder development of this site. Because of these issues, the site appears to be very limited in development and would require assemblage to a neighboring property or the property owner would have to acquire an access easement from a neighboring property owner. In this case, the land to the north, south and west are all controlled by entities held in predominantly the same ownership.

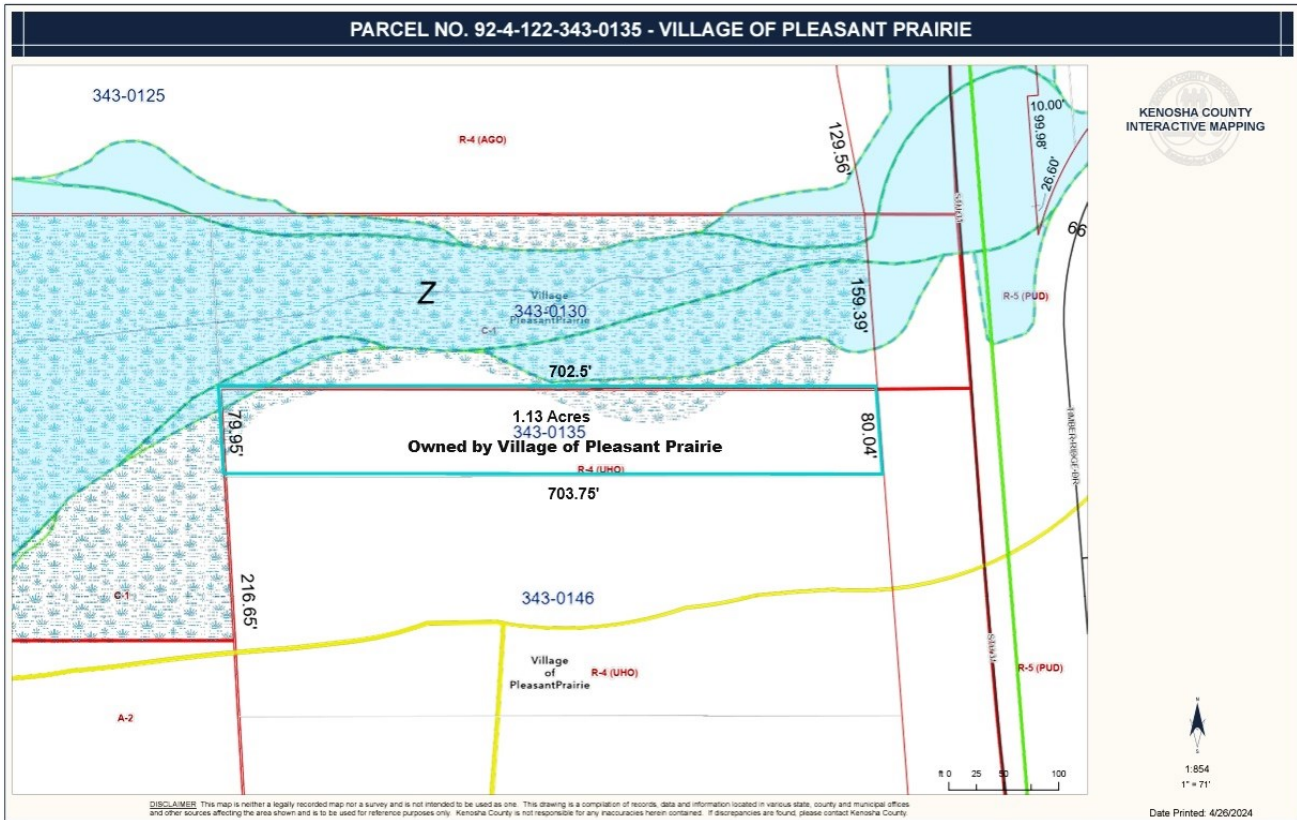
AERIAL MAP OF THE PROPERTY



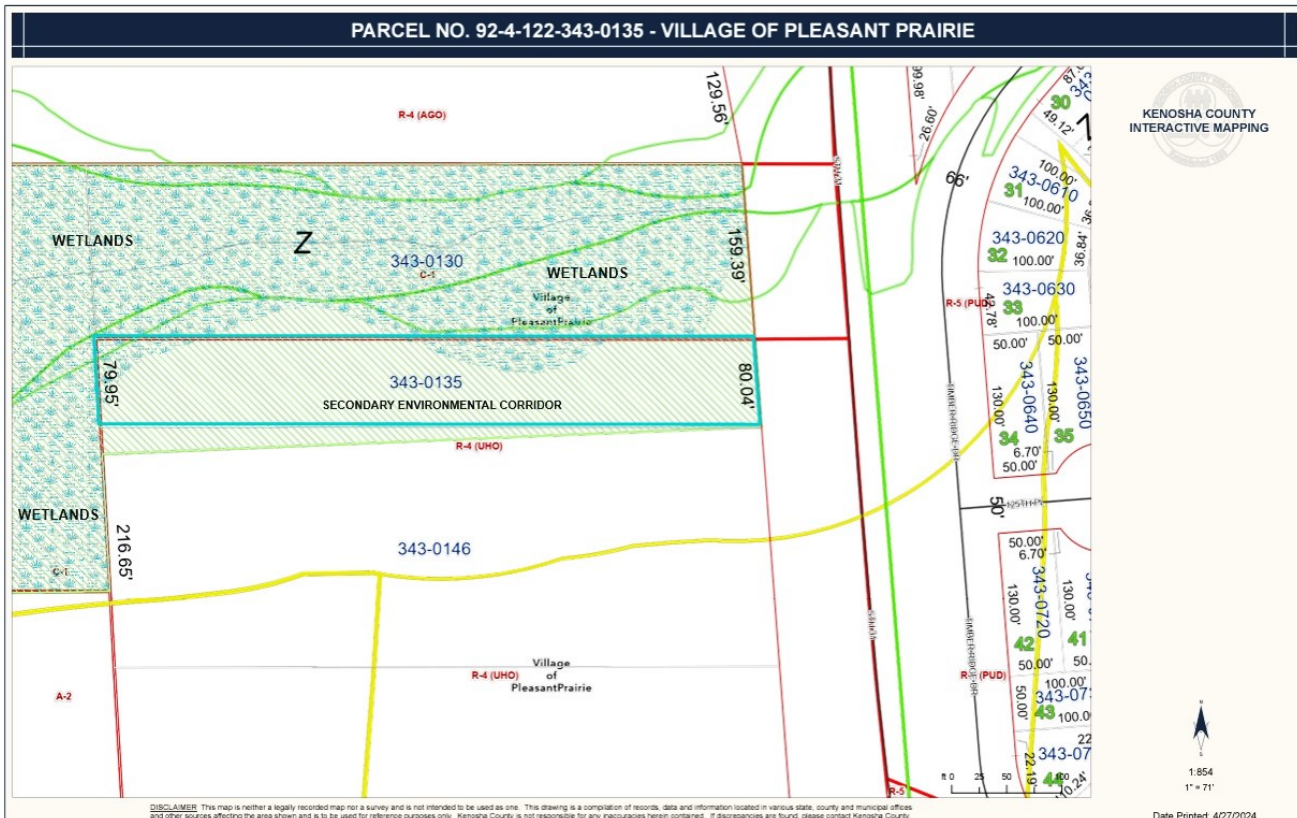
ENLARGED AERIAL MAP OF THE PROPERTY SHOWING WETLANDS



PLAT MAP OF THE PROPERTY SHOWING WETLANDS AND FLOODPLAIN



ENVIRONMENTAL MAP OF THE PROPERTY



DESCRIPTION OF THE LEGAL CHARACTERISTICS

The description of the site outlines the legal characteristics (ownership of record, legal description and parcel numbers, property history, zoning, real estate taxes and assessments) associated with the subject property.

Ownership of Record	Village of Pleasant Prairie
Property History	Standard Rule 1-5 of Uniform Standards of Professional Appraisal Practice (USPAP) states that:

“when the value opinion to be developed is market value, an appraiser must, if such information is available to the appraiser in the normal course of business:

- 1. Analyze all agreements of sale, options, and listings of the subject property current as of the effective date of the appraisal; and*
- 2. Analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.”*

According to county records, the subject property has been owned by the Village of Pleasant Prairie for over three years and there have not been any arms length transfers of the subject property within the last three (3) years. To our knowledge the subject property has not otherwise sold or been transferred in the past three years. Additionally, to our knowledge there are no purchase agreements in effect involving the subject property at this time.

It is our understanding that the subject property has not been offered for sale by the Village of Pleasant Prairie.

Legal Description of Site	2158-D PT SW1/4 SEC 34 T1 R22 BEG SW COR 1/4 N 1090.4 FT E 660 FT TO BEG E 703.75 FT TO CT HY N'LY 79.95 FT W 702.5 FT S 79.95 FT TO BEG EXC FOR HWY AS IN V 1475 P557 1992 1.102 AC
---------------------------	--

Tax Parcel Number	4-122-343-0135
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REAL ESTATE ASSESSMENT

As the property is held in the ownership of the Village of Pleasant Prairie, the property is tax exempt and not liable for real estate taxes in Kenosha County.

ZONING OF THE PROPERTY

The subject property, according to the Zoning Ordinance of the Village of Pleasant Prairie, is zoned R-4 Urban Single-Family Residential District and UHO Urban Land Holding Overlay District.

The R-4 Urban Single-Family Residential District is intended to provide for single-family residential development, at densities not exceeding 2.9 dwelling units per net acre, served by public sanitary sewage facilities.

B. Permitted uses.

(1) Principal uses.

- (a) Community-based residential facility (CBRF) having a capacity of eight or fewer persons and which shall be in conformance with all state statutory requirements.
- (b) Essential services.
- (c) Foster family homes having fewer than four foster children and not exceeding eight total occupants and which are in conformance with all state statutory requirements.
- (d) One single-family dwelling, which may include a private garage or carport attached to the dwelling.
- (e) Commercial communication structures (per § 420-89).

[Added 4-7-2014 by Ord. No. 14-08]

(2) Accessory uses.

- (a) No more than a total of three detached structures: private garages; gardening, tool, and storage sheds; or gazebos incidental to the residential use (per § 420-86).
- (b) Home occupations (per Article VII).
- (c) Driveways (per § 420-46).
- (d) Swimming pools/hot tubs (per Article XII).
- (e) Fences (per Article XI).
- (f) Decks (per § 420-87).
- (g) Sport courts (per § 420-88).
- (h) Residential communication structures (per § 420-90).
- (i) Bus shelters [per § 420-139B(1)(e)].
- (j) Solar energy system for individual users per § 420-88.2.

[Added 5-3-2021 by Ord. No. 21-07]

C. Conditional uses. Conditional uses are those uses that require a special review and approval process because of their potential impact upon adjacent properties (see Article XVIII).

(1) Principal uses.

- (a) Community-based residential facility (CBRF) having nine but not more than 15 persons, which shall be in conformance with all state statutory requirements.
- (b) Model single-family homes and related temporary real estate sales offices or marketing centers located within the model unit or as a separate structure [per § 420-148B(67)].

(c) (Reserved)[1]

[1] Editor's Note: Former Subsection C(1)(c), which listed utility substations as a conditional use, was repealed 7-20-2009 by Ord. No. 09-44.

(2) Accessory uses.

(a) Recreational facilities accessory to a development, such as pools, clubhouses, recreational trails, walking trails and tot lots located within common areas of the development, provided that they are compatible with the surrounding neighborhood and serve the needs of the residents.

(b) Guard houses and gate houses [per § 420-139B(1)(m)].

D. Unclassified uses. Any use not specifically listed as a permitted use or conditional use shall be considered to be prohibited except as may be otherwise provided elsewhere in this chapter. In case of question as to the classification of use, the question shall be submitted to the Village Board for determination.

E. Lot area and width.

(1) Lots shall have a minimum of 15,000 square feet.

(2) All lots shall be not less than 90 feet in width unless located on a cul-de-sac or curve, in which case the lot frontage may be reduced to 45 feet of frontage, provided that there is at least 90 feet of width at the required building setback line.

F. Single-family dwelling standards.

(1) No building or parts of a building shall exceed 35 feet in height, except as provided in § 420-139A(5).

(2) The minimum floor area of a dwelling, excluding the garage, decks, porches and basement, shall be 1,400 square feet with a minimum first floor area of 1,000 square feet.

(3) The dwelling shall be set on an enclosed permanent foundation unless the soil-bearing capacity, as determined by a structural engineer, prohibits such foundation.

(4) Placement of the dwelling unit shall provide for proper drainage away from the foundation and shall accommodate drainage on and through the existing property by not negatively affecting the existing drainage patterns or the capabilities of draining the abutting properties.

(5) For all one-story dwellings, the length-to-width ratio of the dwelling unit (excluded are decks, porches, bay windows, chimneys and any projections less than 25 square feet), as measured at the foundation, shall not be greater than two to one (i.e., the length shall not be more than twice the width). The length of the dwelling unit is that side of the dwelling that is the longest, and the width is that side of the dwelling which is the shortest, as shown in Illustration 5 in Appendix A.[2]

[2]Editor's Note: Appendix A is an attachment to this chapter.

(6) The minimum width of the short side of a dwelling unit shall be 28 feet, as measured at the foundation (excluded are decks, porches, bay windows, chimneys and any projections less than 25 square feet). The width is that side of the dwelling which is the shortest as shown in Illustration 5 in Appendix A.[3]

[3] Editor's Note: Appendix A is an attachment to this chapter.

(7) The main roof of the dwelling shall have a minimum roof pitch of 4:12, and the eaves on the main roof shall extend beyond the nearest vertical wall a minimum of one foot, or the roof pitch and/or eave length may be reduced as approved by the Village Zoning Administrator.

[Amended 10-1-2007 by Ord. No. 07-40; 11-19-2007 by Ord. No. 07-50]

(8) Permitted roof surface materials (including accessory garages and carports) include wood shakes, asphalt, fiberglass, composition or wood shingles, clay tiles, concrete tiles, slate or other appropriate roofing material as approved by the Village Zoning Administrator.

(9) Permitted exterior materials (including accessory garages and carports) include brick, stone, wood, masonry, concrete, stucco, aluminum or vinyl siding or other appropriate siding material as approved by the Village Zoning Administrator. The exterior siding shall extend to the top of the foundation and be within six inches above the final grade.

(10) The front facade of the structure shall be placed parallel to the street property line, unless otherwise approved by the Zoning Administrator.

G. Setbacks.

(1) Street setback: minimum of 65 feet from arterial streets or highways and a minimum of 30 feet from nonarterial streets or private roads, except as provided for in § 420-139B(2)(a).

(2) Shore setback: 50 feet minimum adjacent to Lake Michigan, 35 feet minimum adjacent to all other navigable waterways.

[Amended 7-17-2017 by Ord. No. 17-32]

(3) Wetland setback: 25 feet minimum from the wetlands on the same property and 10 feet minimum from the wetlands on adjacent properties.

(4) Side setback: 10 feet minimum, except that if an attached garage is not constructed at the same time that the single-family dwelling is constructed, then a fifteen-foot side setback shall be required on at least one side.

(5) Rear setback: 25 feet minimum.

H. Authorized sanitary sewer system. See § 420-32 of this chapter.

I. Authorized water supply system. See § 420-33 of this chapter.

UHO Urban Land Holding Overlay District.

A. Primary purpose and characteristics.

(1) This district is intended to be used where land is expected to experience further urban or suburban development in accordance with underlying zoning but where such development cannot be permitted at the present time due to the existence of one or more deficiencies, including lack of essential services, such as municipal sanitary sewers, water or stormwater management facilities and proper drainage, or the need to provide for access to landlocked lands, or the establishment of street grades that are coordinated, or similar neighborhood development matters.

(2) Accordingly, existing uses are permitted to continue as they are, but any expansions or additions thereof are only allowable with approval of site plans as noted under Subsection I below.

(3) New uses requiring the issuance of building or zoning permits shall not be permitted until this overlay district is first removed by the Village of Pleasant Prairie by a Zoning Map amendment, and the petition to remove such overlay shall address the neighborhood development matters requiring consideration, unless neighborhood plans or other actions, such as municipal utility extensions, have already been made.

B. Principal uses. Any existing principal use as permitted in the underlying basic use district, except that any expansions thereof shall be subject to review of site plans under Subsection I below.

C. Accessory uses. Any existing accessory use as permitted in the underlying basic use district, except that any expansions thereof shall be subject to review of site plans under Subsection I below.

D. Conditional uses. Any existing conditional use, or existing uses entitled to conditional use status which apply for such status, except that any expansion thereof shall, in addition to meeting the requirements for conditional uses of this chapter, in the process of having its conditions set, be subjected to the criteria established under Subsection I below.

E. Lot area and width.

- (1) Lots shall have a lot area as required in the underlying basic use district.
- (2) All lots shall have a lot width as required in the underlying basic use district.

F. Building height and area.

- (1) No building or part of a building shall exceed 35 feet in height.
- (2) The total floor area of any use shall not be less than that which is required in the underlying basic use district.

G. Setbacks.

- (1) Street setback: as required in the underlying basic use district.
- (2) Shore setback: as required in the underlying basic use district.
- (3) Side setback: as required in the underlying basic use district.
- (4) Rear setback: as required in the underlying basic use district.

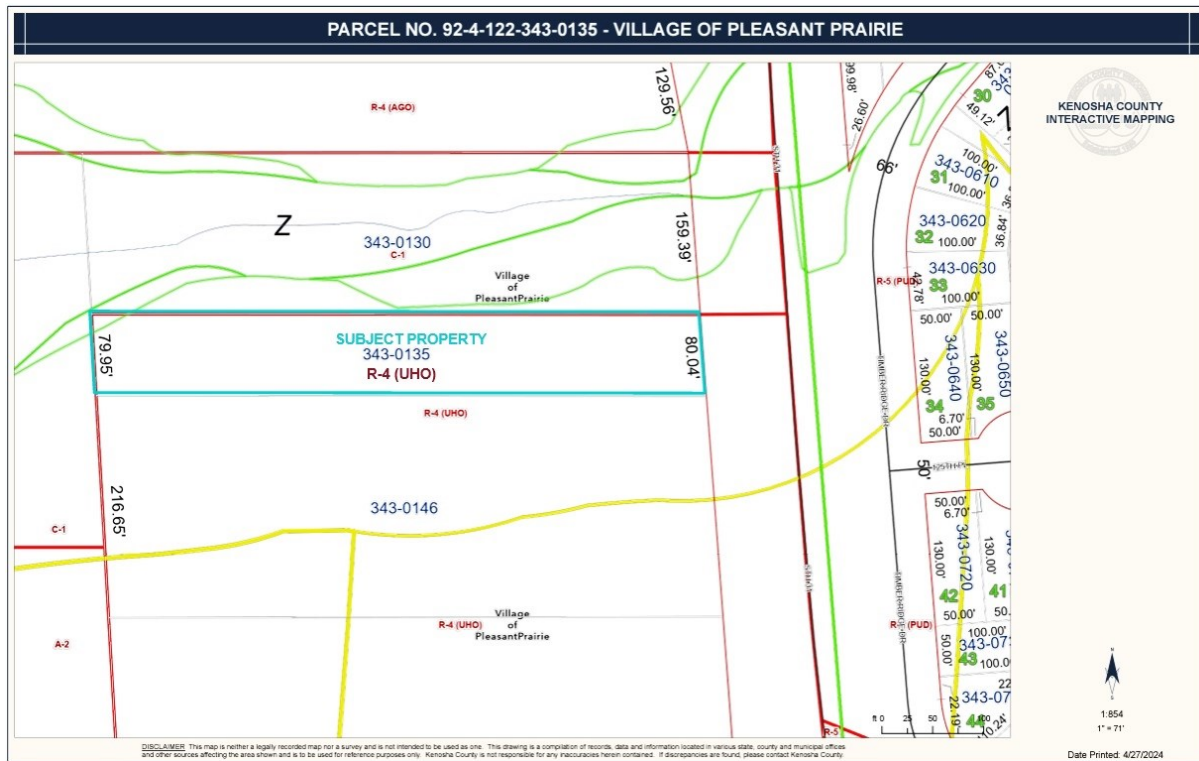
H. Authorized sanitary sewer system and water supply system. As permitted in the underlying basic use district.

I. Review of site plans.

(1) Where existing uses wish to expand prior to removal of this district, before building and zoning permits are issued the applicant shall first obtain site plan approval from the Village Plan Commission. The purpose of such review is to establish that the expansion will not worsen an existing deficiency of the property or neighborhood nor prevent the eventual solution of such deficiencies. As experience with this problem is gained, the Village may from time-to-time issue checklists or guidelines for the applicant's use which outline information or analyses required to answer the issues often posed in such reviews. An applicant under this provision shall be entitled to an acceptance, rejection, or suggested modification of the submitted site plan or related information within 45 days from the date of submittal to the Community Development Department. The aforesaid review may be waived by the Zoning Administrator of the Community Development Department if it is determined that the proposed expansion or addition of the existing use does not interfere with future expansion of streets or stormwater drainage or adversely affect future development or platting of the remainder of the site.

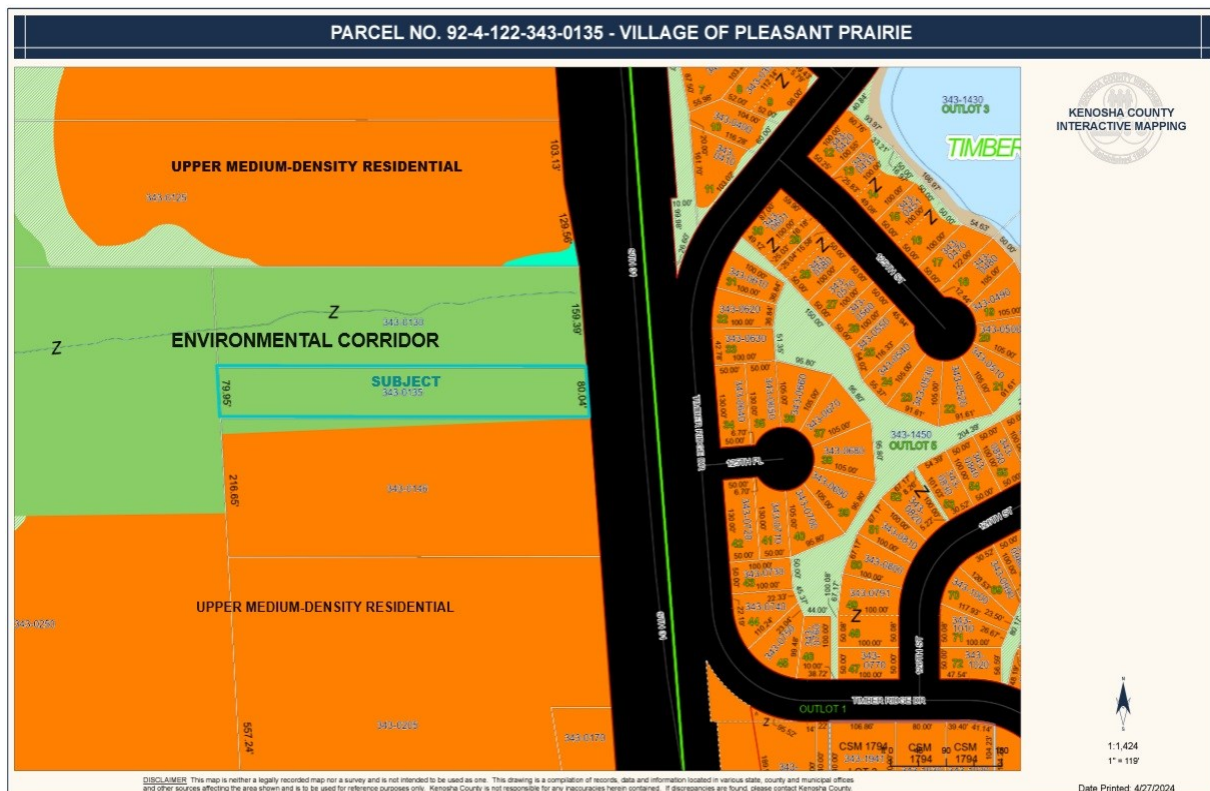
(2) New uses may only be permitted by the staff of the Zoning Administrator of the Community Development Department when it is determined that adequate neighborhood plans for future development exist or where such actions as extension of utilities have already been completed and a Zoning Map amendment has been adopted.

ZONING MAP OF THE PROPERTY



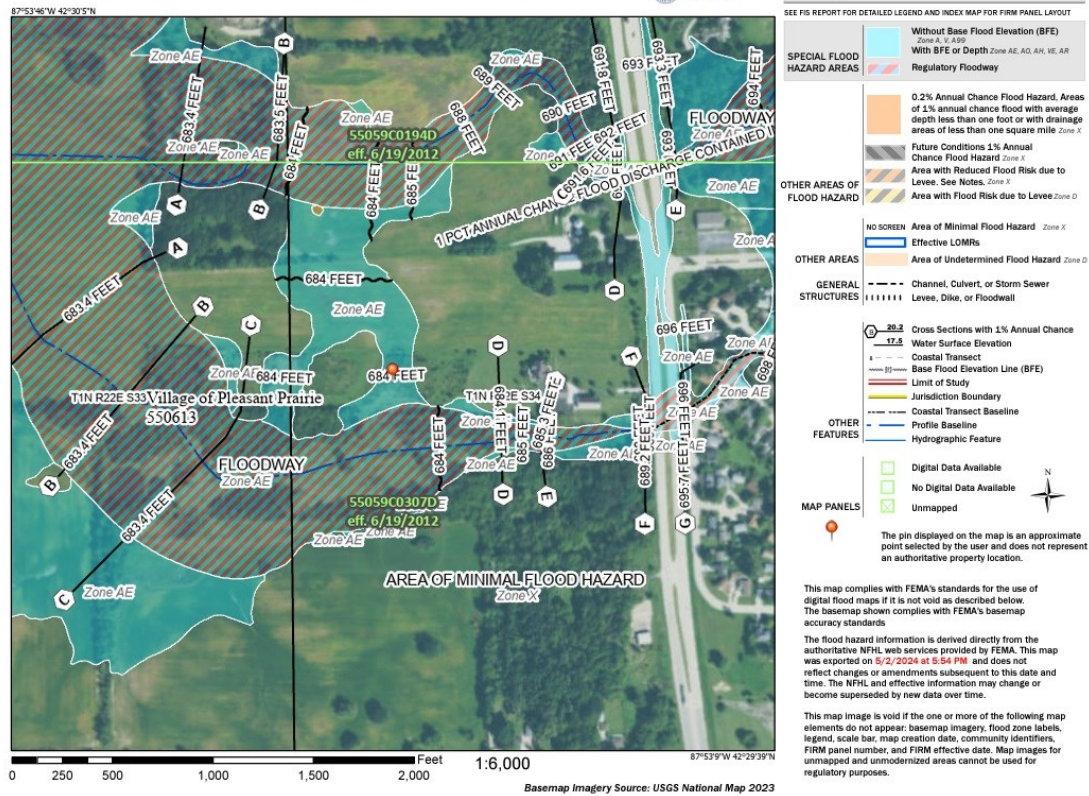
Below is the Kenosha County 2035 Land Use Plan which identifies the subject property to be Environmental Corridor, similar to the properties that have frontage to the north and west.

2035 LAND USE PLAN FOR THE PROPERTY

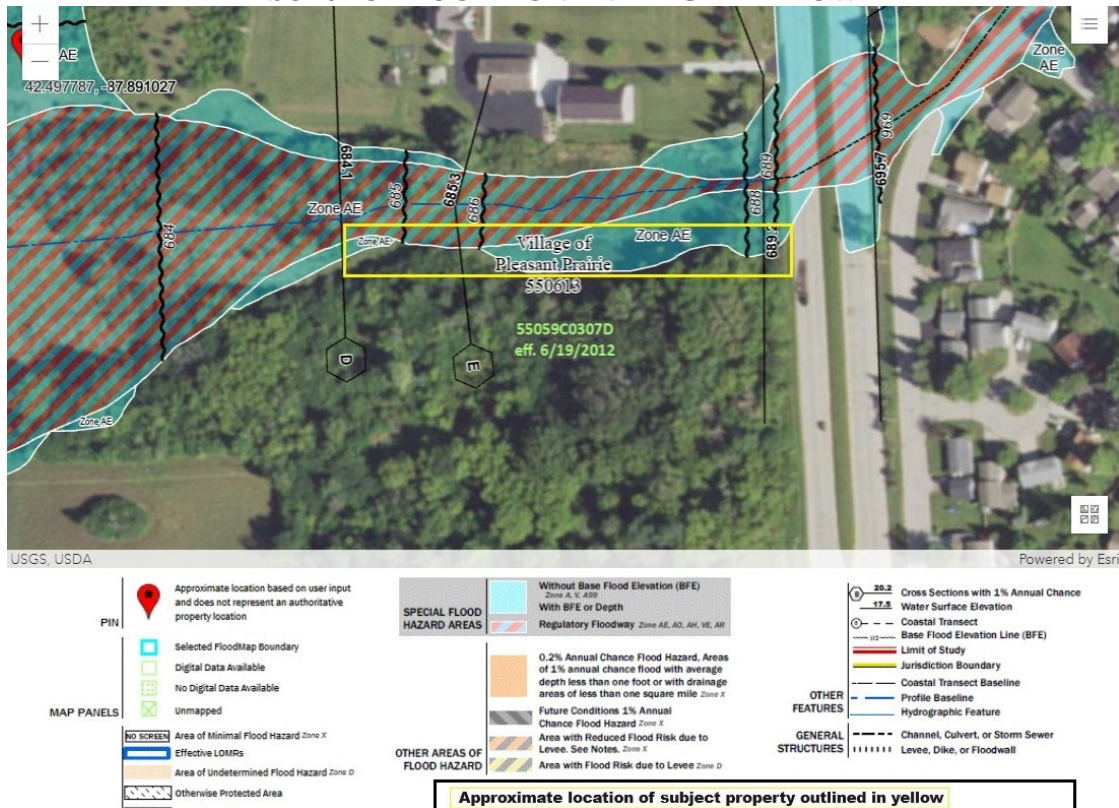


SPECIAL FLOOD HAZARD AREA MAPS

National Flood Hazard Layer FIRMette



SUBJECT LOCATION ENLARGED BELOW



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HIGHEST & BEST USE

Highest and Best Use may be defined as: *"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."* Highest and best use is indicated by the location of the property, its zoning, the size and shape of the site; its adaptability for use; type and condition of the improvements; and type of services in demand.

The principal of change states that nothing is static. It is the future that is important in the estimate of value, not the past. The opinion of highest and best use is applicable to the date of the appraisal. Factors such as changing conditions of social forces, economic growth and development, coupled with physical forces and political complexities may cause the highest and best use of a site to change periodically. There may be more than one highest and best use at any given time and it might not be the type that can be easily measured by usual criteria; however, it is the market that fundamentally determines the highest and best use of a property.

The highest and best use of a specific parcel of land does not depend on subjective analysis by the property owner, the developer or the appraiser; rather, highest and best use is shaped by the competitive forces within the market where the property is located. Therefore, the analysis and interpretation of highest and best use is an economic study of market forces focused on the subject property.

Because the use of land can be limited by the presence of improvements, highest and best use is determined for (1) the land or site as though vacant and available to be put to its highest and best use; and (2) the property as improved.

Highest and best use of land as though vacant is useful for land or site valuation. Highest and best use of an improved property provides a decision regarding continued use or demolition of the existing improvements.

The highest and best use of both land as though vacant and property as improved must meet four criteria. The highest and best use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. These criteria are usually considered sequentially; a use may be financially feasible, but this is irrelevant if it is physically impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the analysis. If, for example, current zoning does not permit a potential highest and best use, but there is a possibility that the zoning can be changed, the proposed use can be considered on that basis.

Based on the subject's specific location, physical and legal characteristics including current lack of access to municipal utilities and lack of roadway access, it is my opinion that development of the site is contingent upon assemblage to an adjoining property or via the acquisition of a permanent easement for access to serve the property. Assemblage or easement acquisition would represent the most likely financially feasible/maximally productive option to provide the site with the option of creating a single family residential home site. The property "as-is" can only be used as recreational and is very restricted for any other use. Consequently, this landlocked parcel has market value only to a very limited market to a neighboring property owner. Therefore, I have concluded that the highest and best use of the subject site as of the date of this appraisal is for assemblage to an adjoining property.

VALUATION

This appraisal includes and gives consideration to the following three approaches to market value normally used in accepted real estate practice; these are:

The **Cost Approach** is a summation process wherein the underlying land is valued as if vacant. To this value is added the estimated replacement cost new of the improvements less depreciation resulting from physical deterioration, functional and economic obsolescence. For the purpose of this report, the cost approach was not utilized due to the lack of improvements located on the site.

The **Market Approach** is a comparative process involving an analysis of the sale of other property having similar improvements, giving due consideration to elements of consistency and divergence. If there are similar properties obtainable for review, then the Market Approach is the most reliable approach because it measures the reactions of buyers and sellers in the market. Investigation into the market for recent land sales revealed very few land sales that could be considered comparable to the subject land uses. In the case of subject property it is our feeling that the land valuation consisting of land sales for the parcel will provide the strongest and only weight in estimating the value of the subject property at its highest and best use.

The **Income Approach** considers the net income expectancy from rental of the subject property. This income is then capitalized in accordance with prevailing rates or returns on investments of comparable risk to indicate the price at which ownership would be justified by a prudent investor. This approach is widely used in the valuation of income producing rental properties. The income approach is limited, in terms of applicability, for the valuation of vacant land. This type of property is seldom, if ever, purchased based upon its' income producing potential derived from rental. We have considered this approach and concluded that it is not applicable in this valuation report.

MARKET SALES APPROACH

The application of the market sales approach is based on the process of comparing the property with similar type real estate that has been recently sold or offered for sale in order to produce an estimate of value. The basis for comparison underlies the Principle of Substitution from which evidence is derived from the market place reflecting the reactions to typical users and investors.

Since no two properties are ever identical, it is necessary to analyze and determine the degree of comparability to the subject property so that proper adjustments relative to value factors can be made for any existing differences such as location, size, land amenities and market appeal. The comparative process is a function of appraisal experience and judgment.

The fact that the Village's property is landlocked and has a market that is limited to neighboring properties will require the property to be appraised from the standpoint of its' contributory value to a neighboring property. The addition of the Village's 1.102 acres would appear to be most naturally assembled to either the neighboring owner to the north or south.

Sales of similar vacant land in the area of the subject have been reviewed for the purpose of comparing the subject property with properties of similar size, utility and location. The sales of land-locked properties are very infrequent, however, and recent comparable property sales are very difficult to obtain. Our market investigation focused on the following parameters:

Location	Southeastern WI with emphasis on rural areas in the Kenosha County area.
Highest & Best Use	Vacant recreational/conservancy land (land-locked)
Date of Sale	January 2015 to Present

The sales included in the summary table on the following page are considered the most pertinent sales to estimate the contributory value of rear land in an assemblage to a neighboring property owner that would offer additional rear land if acquired, based upon the parameters described above. A brief description of the most pertinent sales of land used as comparables is listed on the following pages.

VACANT LAND SALES SUMMARY

COMP NO.	DATE	PRICE (\$)	SIZE (ACRE)	PRICE/ACRE (\$)
1	06/2017	\$10,100	1.51	\$6,688
2	07/2022	\$100,000	12.464	\$8,023
3	05/2022	\$95,000	13.50	\$7,037
4	03/2022	\$13,000	0.826	\$15,739
SUBJECT	N/A	N/A	1.102	N/A

COMPARABLE LAND SALES – SE WISCONSIN

LAND SALE 1

Location Information

Property Address:	Green Bay Road – south of CTH ML
City, Township, or Village	Pleasant Prairie
County	Kenosha
Property Type:	Vacant Land
Subtype:	Recreational/Conservancy
Tax Parcel No.	92-4-122-343-0110
Legal Description:	Pt NW 1/4 Of SW 1/4 Sec 34 T 1 R 22 Commencing WEST 1/4 Corner of Said Section Thence EAST 973.23 Ft Along E/W 1/4 Line of Said Section to POP Thence Continuing EAST 181.24 Ft Along Said E/W 1/4 Line Thence SOUTHERLY 334.05 Ft Thence WEST 213.88 Thence NORTH 330 Ft to Pob (2018 New Parcel Per Doc #1798923)

Sale Information

Sale Price:	\$10,100
Sale Status:	Recorded
Recording Date:	June – 2017
Recording Document:	Quit Claim Deed No. 1798923
Conditions of Sale:	Arms Length
Rights Conveyed:	Fee Simple
Financing:	Cash to Seller
Grantee:	VPX Farm LLC
Grantor:	Wisconsin Department of Transportation
Sale Price/Acre:	\$6,688 per acre
Sale Price/ SF:	\$0.154 per square foot

Land Information

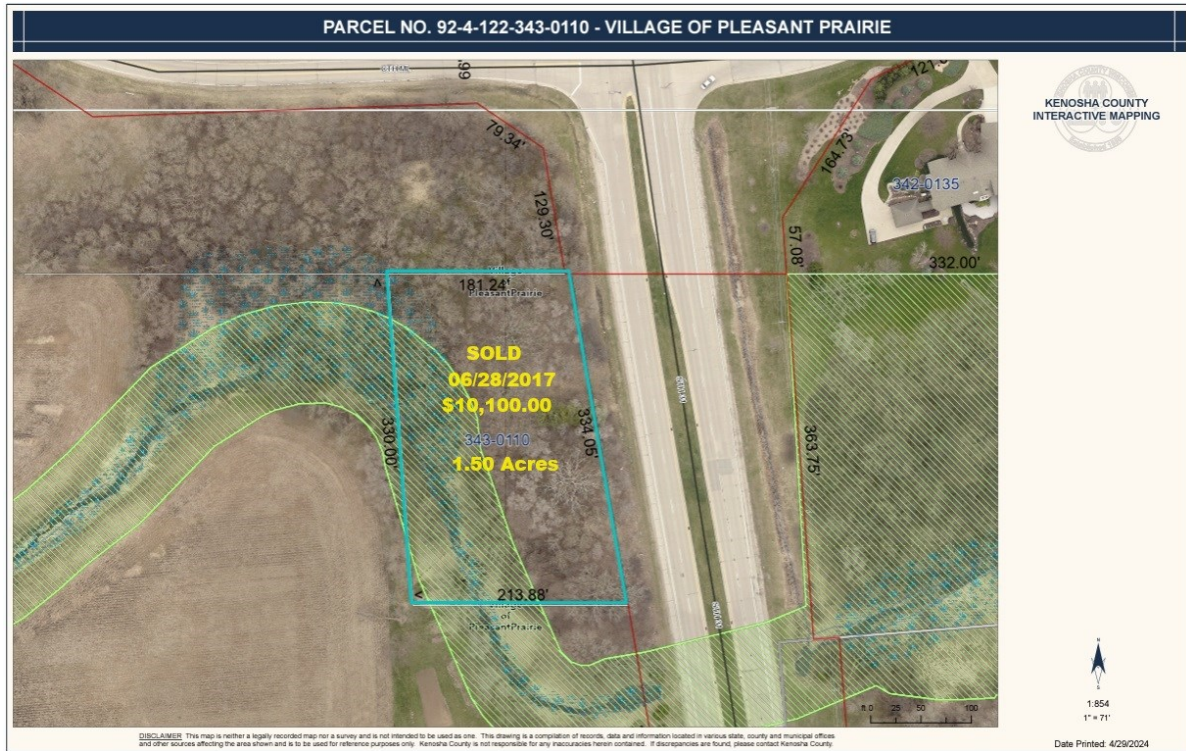
Gross Land Area:	1.51 Acres, 65,776 Square Feet
Shape:	Irregular
Street Frontage:	334.05 lineal feet of frontage along Green Bay Road (STH 31)
Corner or Interior Location:	Interior location
Topography:	Predominantly low with elevations ranging from as low as 689.5 feet above sea level at the west end of the site, to as high as 699.33 feet above sea level in the eastern section of the site. Property is encumbered by approximately 0.70 acres of wetlands in the southwest section of the site.
Tillable Acreage:	None
Floodplain:	Yes, approximately 40% of the site within the floodplain
Wetland:	Yes
Environmental Corridor:	None
Water Frontage/Pond:	None
Woodlands:	None
Zoning:	R-4 (UHO)
Highest & Best Use:	Recreational/conservancy
Utilities:	None

Comments

Property & Sale Comments:	This sale involved a remnant property that was purchased by VPX Farm LLC in June of 2017 from the State of Wisconsin Department of Transportation. The parcel was a remnant property from the STH 31 improvement project. WISDOT had acquired access to this
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property which created the uneconomic remnant that was only marketable to a neighboring property owner for assemblage purposes. VPX Land LLC was motivated to purchase the property for assemblage to its' property directly to the north.

AERIAL PLAT MAP OF LAND SALE 1



LOCATION OF SALE PROPERTY IN RELATION TO THE SUBJECT



LAND SALE 2

Location Information

Property Address:	Lynndale Road
City, Township, or Village	Pewaukee
County	Waukesha
Property Type:	Vacant land
Subtype:	Conservancy land
Tax Parcel No.:	PWC-0886-998-001
Legal Description:	Parcel B Cert Surv 260 Vol 2/48 13 Ac Pt NW1/4 Sec 6 T7N R19E Ex Hwy R1127/178

Sale Information

Sale Price:	\$100,000
Sale Status:	Recorded
Recording Date:	July 15, 2022
Conveyance Date:	July 13, 2022
Days on the Market:	Two hundred sixty-one (261) days
Recording Document:	Warranty Deed No. 4679173
Conditions of sale:	Arm's length
Concessions:	None
Rights Conveyed:	Fee simple
Financing:	Cash to seller
Grantee:	Kyle Kreuser / Andrew Retherford
Grantor:	Marc & Sheryl Fredrick
Sale Price/Acre:	\$8,023 per acre
Sale Price/Sq. Ft.:	\$0.18 per square foot

Land Information

Gross Land Area:	12.464 acres, 542,932 square feet
Lot Shape:	Slightly rectangular
Street Frontage:	391.41 lineal feet – Lynndale Road (CTH “JK”) 406.20 lineal feet – State Trunk Highway “16”
Corner or Interior Location:	Interior lot
Topography:	Level, at street grade but slopes with an elevation range of 862.0 feet above sea level to 915.0 feet above sea level
Floodplain:	1.451 acres, 63,210 square feet
Wetland:	11.621 acres, 506,190 square feet
Woodlands:	None
Water Frontage:	None
Environmental Corridor:	11.953 acres, 520,683 square feet
Zoning:	A-2 Agricultural District & LC – Lowland Conservancy District
Highest & Best Use:	Conservancy/recreational
Proposed Use:	Not Available (N/A)
Developmental Status:	Not Available (N/A)
Site Improvements:	None
At Site Utilities:	Municipal sewer, water, gas, electric, telephone, internet
Traffic Count:	39,900 vehicles per day along State Trunk Highway “16” Not documented along Lynndale Road

Comments

Property & Sale Comments:	The sale consisted of a slightly rectangular shaped parcel of land located along the south side of Lynndale Road and north side of STH “16” in the City of Pewaukee, Waukesha County.
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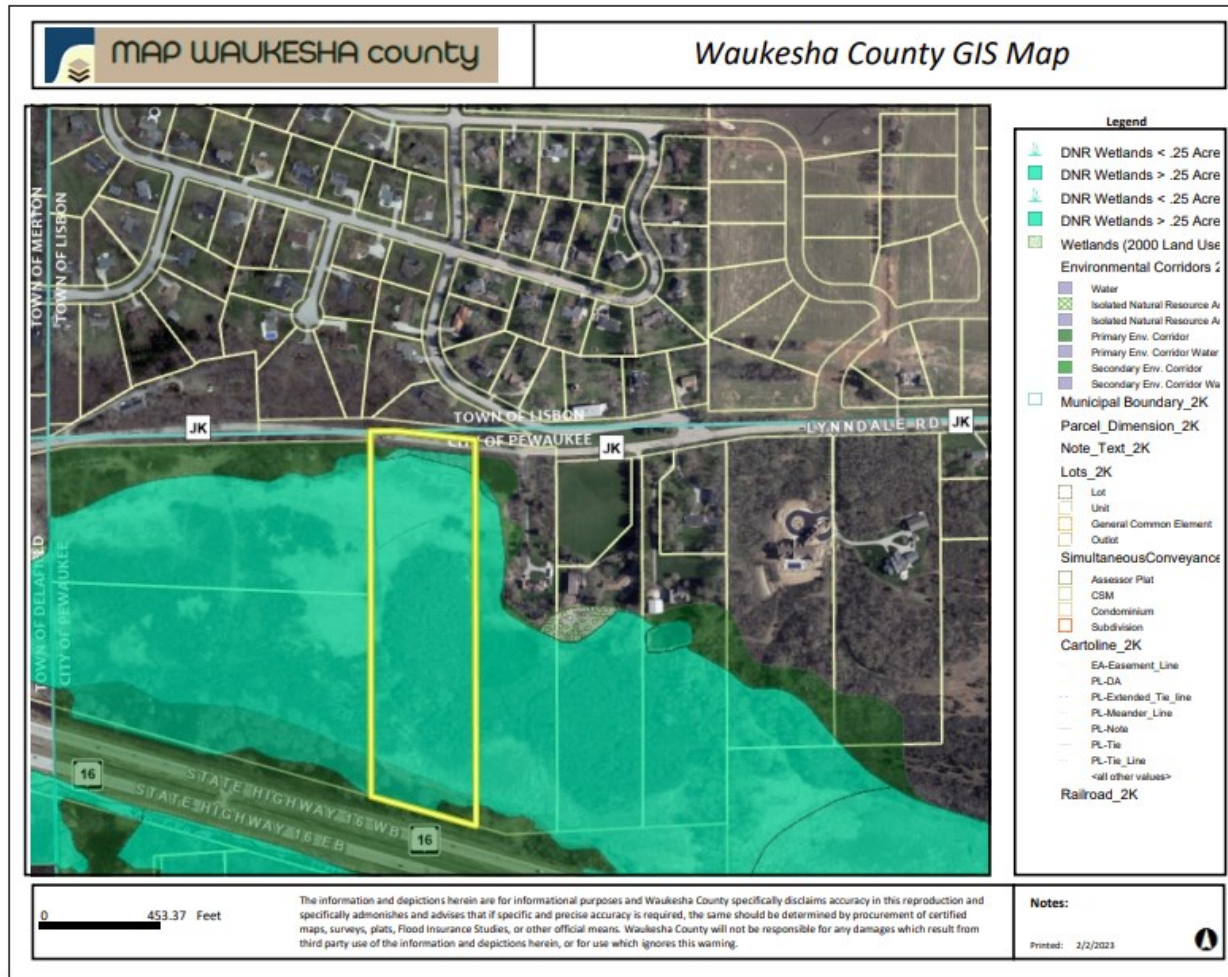
Overall the site contains approximately 391.41 lineal feet of frontage along the south side of Lynndale Road and approximately 406.20 lineal feet of frontage along the north side of STH “16”.

Access to the site development is provided from the north end of the site via Lynndale Road. This curb cut point provides unrestricted right-in/right-out and left-in/left-out access to the site development.

The entire site consists of undevelopable environmental corridor and wetland area.

There were no sales conditions that were reported to have affected the sale price. Property was purchased with cash. The Sale was verified by Andrew Pitts, Pitts Brothers and Associates, LLC and was verified by public records including Wisconsin Department of Revenue. Duane Price, Whitetail Properties Real Estate, LLC, represented the seller in the transaction.

AERIAL OF LAND SALE 2



LAND SALE 3

Location Information

Property Address:	Oakdale Road
City, Township, or Village	Waukesha
County	Waukesha
Property Type:	Vacant land
Subtype:	Conservancy land
Tax Parcel No.:	WAKT-1425-997
Legal Description:	PT NE1/4 & SE1/4 SEC 33 T6N R19E; COM SW COR LOT 12 BLK 3 SUNNY HILL ACRES BEING N89°51'46"E 50.00 FT FROM CNTR OF SEC 33; S 200.12 FT TO NW COR OUTLOT 1 OF CSM THE BGN; E 687.61 FT; N41°48'12"E 271.25 FT; N89°51'46"E ALG S LI 55.32 FT TO E LI OF SUNNY HILL ACRES; N38°00'26"E 214.61 FT; N22°34'30"E 358.70 FT; N03°30'46"W 306.37 FT; N02°46'00"E 185.92 FT; N08°20'30"E 329.51 FT TO NE COR LOT 1 BLK 3; N89°59'21"E 904.05 FT TO NWLY R.O.W. OF R.R.; S41°48'12"W 2128.10 FT TO S LI OF OUTLOT A OF CSM; W 717.13 FT TO E R.O.W. OF HWY; N 66.00 FT TO BGN ::(INCL OUTLOT A CERT SURV 1426 VOL 9/280)

Sale Information

Sale Price:	\$95,000
Sale Status:	Recorded
Recording Date:	May 4, 2022
Conveyance Date:	April 28, 2022
Days on the Market:	Nine (9) days
Recording Document:	Warranty Deed No. 4666165
Conditions of ale:	Arm's length
Concessions:	None
Rights Conveyed:	Fee simple
Financing:	Cash to seller
Grantee:	Charles & Makenzi Gordon
Grantor:	Steven & Rebecca Donovan
Sale Price/Acre:	\$7,037 per acre
Sale Price/Sq. Ft.:	\$0.16 per square foot

Land Information

Gross Land Area:	13.50 acres, 588,060 square feet
Lot Shape:	Irregular
Street Frontage:	66.00 lineal feet – Oakdale Drive (CTH "XX")
Corner or Interior Location:	Interior lot
Topography:	Level, at street grade but slopes with an elevation range of 797.0 feet above sea level to 827.0 feet above sea level
Floodplain:	9.563 acres, 416,581 square feet
Wetland:	8.837 acres, 384,925 square feet
Woodlands:	None
Water Frontage:	None
Environmental Corridor:	12.202 acres, 531,528 square feet
Zoning:	R-1 Residence District, EC Environmental Corridor District, C-1 Conservancy District, Floodplain
Highest & Best Use:	Conservancy/recreational
Proposed Use:	Not Available (N/A)

Developmental Status: Not Available (N/A)
 Site Improvements: None
 At Site Utilities: Gas, electric, telephone, internet
 Traffic Count: 3,200 vehicles per day along Oakdale Drive (CTH "XX")

Comments

Property & Sale Comments: Sale consisted of an irregular shaped parcel of land located along the east side of Oakdale Drive in the Village of Waukesha, Waukesha County.

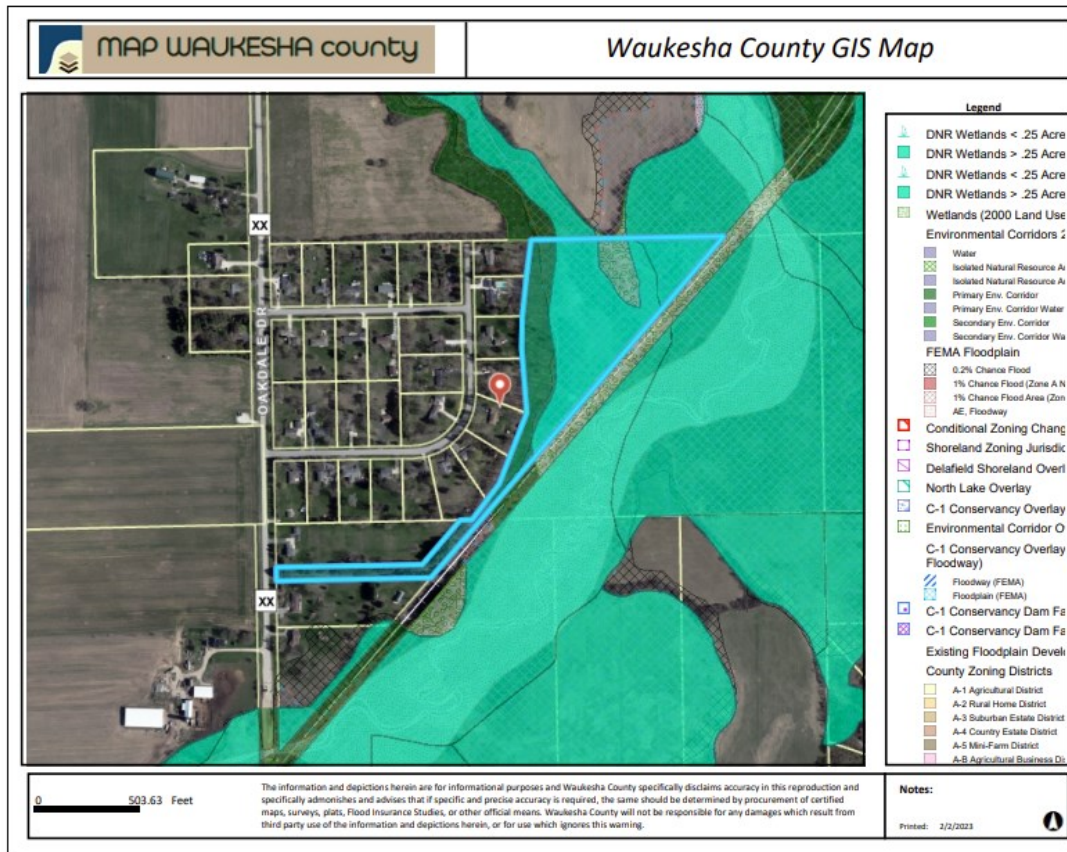
Overall site contains approximately 66.00 lineal feet of frontage along the east side of Oakdale Drive (CTH "XX").

Access to the site development is provided from the west end of the site via Oakdale Drive. This curb cut point provides unrestricted right-in/right-out and left-in/left-out access to the site development.

Most of the site consists of undevelopable environmental corridor and wetland area.

There were no sales conditions that were reported to have affected the sale price. Property was purchased with cash. Sale was verified by Andrew Pitts, Pitts Brothers and Associates, LLC and was verified by public records including Wisconsin Department of Revenue. John Gscheidmeier, Re/Max Service First, LLC, represented the seller in the transaction.

AERIAL OF LAND SALE 3



LAND SALE 4

Location Information

Property Address:	82nd Street – Chateau Eau Plaines
City, Township, or Village	Pleasant Prairie
County	Kenosha
Property Type:	Vacant land
Subtype:	Conservancy land
Tax Parcel No.:	91-4-122-074-0026
Legal Description:	Outlot A of Certified Survey Map No. 1490, recorded on August 9, 1991 in Volume 1456, Page 176, as Document No. 872378, being a part of the Southeast 1/4 of Section 7, Town 1 North, Range 22 East of the Fourth Principal Meridian. Said land lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

Sale Information

Sale Price:	\$13,000.00
Sale Status:	Recorded
Recording Date:	March 2, 2022
Conveyance Date:	March 9, 2022
Days on the Market:	Two (2) days
Recording Document:	Warranty Deed No. 1923552
Conditions of ale:	Arm's length
Concessions:	None
Rights Conveyed:	Fee simple
Financing:	Cash to seller
Grantee:	DONALD AND NORA ORRICK
Grantor:	DONALD STIFTER
Sale Price/Acre:	\$15,682 per acre
Sale Price/Sq. Ft.:	\$0.36 per square foot

Land Information

Gross Land Area:	0.826 acres, 36,000 square feet
Lot Shape:	Rectangular
Street Frontage:	None (landlocked)
Corner or Interior Location:	Interior lot
Topography:	Gently sloping, predominantly level, with an elevation range of 696.91 feet above sea level to 699.20 feet above sea level
Floodplain:	None
Wetland:	None
Woodlands:	None
Water Frontage:	None
Environmental Corridor:	None
Zoning:	R-5 Urban Residential District II
Highest & Best Use:	Rear land, additional depth to a residential lot
Proposed Use:	Not Available (N/A)
Developmental Status:	Not Available (N/A)
Site Improvements:	None
At Site Utilities:	None
Traffic Count:	N/A

Comments

Property & Sale Comments:	The sale consisted of a rectangular shaped parcel of land containing an overall 0.826 acres or 36,000 square feet located in the rear of
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five Chateau Eau Plaines lots. The buyer resides at 10502 82nd Street which is adjacent to the south of the sale property. The buyer acquired the land which extended the depth of his lot by 300 feet.

There were no sales conditions that were reported to have affected the sale price. Property was purchased with cash. The sale was verified by Michael Pitts, Pitts Brothers and Associates, LLC and was verified by public records including Wisconsin Department of Revenue. Chad Scott, EXP Realty, LLC, represented the seller in the transaction.

AERIAL OF LAND SALE 4



The market data ranged in date of sale from June 2017 to July 2022 in size from 0.826 acres to 13.50 acres of land area, and in unadjusted sales price from \$6,688 to \$15,739 *per acre*. The comparables were analyzed for various characteristics that impact value such as market conditions, location, size, shape, amount of area in floodplain/wetlands, zoning, utilities available, and improvements. These values represent the market for land that is either recreational and/or conservancy land with use restrictions or landlocked parcels that are impacted by the lack of access. In the case of the subject of this appraisal, both areas of restriction apply. The marketability of land with restrictions of this nature is very limited, consequently there are very few sales that can be identified as comparable to the subject land owned by the Village of Pleasant Prairie

I consider Sale Number 1 to represent the closest comparable for comparison to the subject, even though the sale occurred seven years ago. This sale property is located in very close proximity to the subject along the west side of STH 31. The sale involved a remnant property that was purchased by VPX Farm LLC in June of 2017 from the State of Wisconsin Department of Transportation. The sale property was landlocked and was encumbered by wetlands and floodplain. The market for this property was limited to the two adjacent property owners with very little contributory value added to either property abutting the 1.50 acres. The sale calculated to \$6,688 per square foot of land area.

Sales 2 and 3 were much larger sites than the subject of this appraisal, but both sites had very little marketability due to lying in an environmental corridor including large areas of wetland. These sales were included in this report to show the effect on the market for undevelopable land in southeast Wisconsin.

Sale number 4 is considered to offer direct comparability based on the landlocked feature that limited the buyers to adjacent property owners. It was purchased as additional rear land by the property owner that merely added additional depth to his residential lot. Although the sale property did not have any wetland area and is not in an environmental corridor, the marketability was restricted to a very limited pool of five potential buyers.

The subject property, owned by the Village, suffers from all factors that limit its' marketability. The property is landlocked, it lies in an environmental corridor and there is only one potential buyer that controls the adjoining property.

In my opinion, based on my investigation and analysis, and considering all factors affecting value, the subject property is justified at an overall estimated market value of \$7,000 for the subject property.

VALUE CONCLUSION

The three approaches to value have been analyzed and the following conclusions reached:

COST APPROACH	Not Applicable
MARKET APPROACH	\$7,000.00
INCOME APPROACH	Not Applicable

COST APPROACH

The subject property is a vacant land parcel; consequently, the cost approach is not relevant to this valuation and therefore has not been used in this report.

MARKET APPROACH

The application of the Market Data Approach is based on the process of comparing the property with similar type real estate that has been recently sold or offered for sale in order to produce an estimate of value. The basis for comparison underlies the Principle of Substitution from which evidence is derived from the market place reflecting the reactions to typical users and investors. The land has been valued as if vacant and available for use. Since no two properties are ever identical, it is necessary to analyze and determine the degree of comparability to the subject property so that proper adjustments relative to value factors can be made for any existing differences such as age, location, size, quality, equipment, services and market appeal. The comparative process is a function of appraisal experience and judgment. Sales of similar properties in the area of the subject have been reviewed for the purpose of comparing the subject property with properties of similar size, condition, utility and location.

The subject property's utility is extremely restricted due to a variety of limitations, listed as follows:

1. Lack of municipal utilities available to serve the site.
2. The property's location in an environmental corridor in the long-range plan.
3. The presence of wetlands on the site and its location within the floodplain and in a special flood hazard area.
4. Access to State Highway 31, Green Bay Road, restricted by the State DOT.

The Market Approach was only considered in the valuation of the vacant land parcel and had the only emphasis on our concluded overall value. We analyzed and considered a number of comparable sales in the Kenosha/Racine County area. We focused our search for land parcels located in the Kenosha/Racine County market with special emphasis on the Village of Pleasant Prairie.

INCOME APPROACH

The income approach is limited, in terms of applicability, for the valuation of vacant land. This type of property is seldom, if ever, purchased based upon its' income producing potential derived from rental. We have considered this approach and concluded that it is not applicable in this valuation report.

OVERALL CONCLUSION

After careful consideration of all approaches to value, it is our final opinion that the property assemblage, is fairly represented at:

SEVEN THOUSAND AND NO/100'S DOLLARS \$7,000.00

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. 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.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local state, national government, private entity or organization have been, or can be obtained or renewed, for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. The descriptive data, especially that pertaining to the improvements located on the subject site, is a summary of observed factors which serve as a basis for valuation. Such description should not be construed as a definitive statement of specifications regarding quality, workmanship, or materials. They represent general field notes and not construction detail. The appraiser is not a construction, engineering, or legal expert, and any opinion rendered on such matters is preliminary in nature.
12. The appraiser assumes that there are no hidden or unapparent conditions in relation to mechanical, electrical, plumbing, equipment, or appliances which would render it more or less valuable; the operational adequacy of such cannot be assured. The observed condition of the foundation, roof, exterior walls, interior walls, floors, heating/cooling systems, plumbing, insulation, electrical service, and all other mechanical systems is based on a casual inspection only, and no detailed inspection was made.
13. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, soil contamination, or other potentially hazardous materials may affect the value of the property. The

value estimate 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 conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

14. "The American 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 or not 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 requirement of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. 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 non-compliance with the requirements of the ADA estimating the value of the property.

This appraisal report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation in this report between land and improvement 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.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers and, in any event, only with proper written qualification and only in its entirety.
3. The appraisers herein, by reason of this appraisal, are not required to give further consultation, testimony or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior written consent and approval of the appraisers.

CERTIFICATION

I certify that, to the best of my knowledge and belief . . .

- *The statements of fact contained in this report are true and correct.*
- *The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased professional analyses, opinions and conclusions.*
- *I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.*
- *I have no bias with respect to the property that is subject of this report or to the parties involved with this assignment.*
- *Our engagement in this assignment was not contingent upon developing or reporting predetermined results.*
- *Our compensation for completing this assignment is not contingent upon the development or 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 stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.*
- *The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.*
- *The use of this report is subject to the requirements of the Wisconsin Department of Regulation and Licensing relating to review by its duly authorized representatives.*
- *I have made a personal inspection of the property that is the subject of this report.*
- *No one provided significant real property appraisal assistance to the person signing this certification.*
- *As of the date of this report, I have completed the continuing education program of the Wisconsin Department of Regulation and Licensing.*
- *I have the knowledge and experience to complete this appraisal assignment and have appraised this property type before.*
- *Appraisal Firm, Pitts Brothers & Associates, and including Michael A. Pitts and Andrew M. Pitts, has not appraised such property within the last three years.*

May 6, 2024



Andrew M. Pitts, WCGA #1456-010

Andrew M. Pitts

6309-60th Street, Suite 100, Kenosha, WI 53144 •
262-654-4900 • andy@pittsbrothers.com

Education

1999 – 2004 University of Wisconsin, Madison Madison, WI
Bachelor of Science
▪ Degree in Political Science

Experience

2004 – Present Pitts Brothers & Associates, LLC Kenosha, WI
Certified General Appraiser
▪ Certified General Appraiser No. 1456-010 – State of Wisconsin
▪ Appraisal of various types of properties – see below

Courses & Seminars

- Appraisal Principals
- 410 Real Estate Finance
- 415 Valuation of Real Estate
- 306 The Real Estate Process
- Appraisal Procedures
- Appraising Commercial Income Properties
- Uniform Standards of Professional Practice (USPAP)
- Technology for Mobile Professional
- Principles & Procedures of Residential Review
- Appraising Apartments: The Basics
- Appraising Distressed Commercial Real Estate
- Scope of Work & Appraisal Due Diligence
- Survey of the Cost Approach
- Ad Valorem Tax Consultation
- Condemnation Appraisal Symposium
- *It should be noted that all continuing education requirements met or exceeded for the appraisal certification including a regular bi-yearly class of USPAP.*

Types of Properties Appraised (Partial List)

- Apartment Complexes
- Gasoline Stations/Convenience Stores
- Hotels/Motels
- Industrial/Manufacturing Buildings
- Professional Office Buildings
- Restaurants/Taverns
- Vacant Land
- Residential Subdivisions
- Professional Office Buildings
- Single-family residences

- Condominiums
- Retail Buildings – Single and Multi-Tenant
- Automobile Repair Garages
- Ski Hills
- Funeral homes
- Partial Interests
- Partial & Complete Acquisitions
- Nursing Homes
- Special Purpose Properties

Partial List of Clients

- BMO Harris Bank
- Community State Bank
- Johnson Bank
- Educators Credit Union
- State Bank of the Lakes
- Town Bank
- Tri-City National Bank
- TruStone Financial Federal Credit Union
- Numerous attorneys and private individuals

Government Agencies

- City of Kenosha
 - Village of Pleasant Prairie
 - City of Burlington
 - Town of Somers
 - Wisconsin Department of Natural Resources
 - Wisconsin Department of Transportation
 - City of Racine
 - Village of Caledonia
 - Village of Mount Pleasant
-

EXPIRES: 12/14/2023

NO. 1456 - 10

**The State of Wisconsin
Department of Safety and Professional Services**

Hereby certifies that
ANDREW M PITTS

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 21st day of February in the year 2007.

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.*



David B. Pitts
DAPS Secretary

This certificate was printed on the 15th day of November in the year 2021

Mr Robert Hanson
Community Development Director
VILLAGE OF PLEASANT PRAIRIE
9915 39th Avenue
Pleasant Prairie, WI 53158

RE: Purchase offer for the approximately 1.1-acre vacant land parcel owned by the Village of Pleasant Prairie, WI.

Dear Rob:

Please accept this letter as evidence of the desire of VPX FARM LLC to purchase the approximately 1.1-acre vacant land parcel on Green Bay Road from the Village of Pleasant Prairie under the following terms and conditions:

PROPERTY: Vacant 1.1-acre land parcel with a tax PIN of 92-4-122-343-0135.

PRICE: \$20,000.00 cash due and payable at closing.

DUE DILIGENCE: Ten business days after receipt of any documentation regarding the property in possession of the Village.

DEED RESTRICTION: No single-family development or construction on the site.

TERMS AND CONDITIONS: The Village of Pleasant Prairie will draft a purchase agreement for review by Purchaser's counsel and execution by the Purchaser, VPX FARM LLC.

We are prepared to move promptly regarding this purchase offer and welcome any feedback/direction you can provide in the matter. Thank you.

Warmest regards,

Matt Ochalski

As agent for VPX FARM LLC

Comprehensive Commercial Real Estate Solutions LLC

716 Pelzer Drive | Wake Forest, NC 27587

P: 847.804.9290

Email: matt@compcre.com

www.CompCRE.com | LinkedIn

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1. **PROPERTY.** Seller hereby agrees to sell and Buyer hereby agrees to buy that certain real property located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, containing approximately 1.1 acres of land as more particularly described on Exhibit A attached hereto (the “Property”).

(a) The balance shall be paid in cash at closing by wire transfer of immediately available funds.

4. **SELLER'S CONTINGENCIES.** Seller's obligation to conclude this transaction is contingent upon Buyer paying the Purchase Price at Closing and complying with all other terms, conditions, and obligations of Buyer under this Agreement.

The proceeds due Seller at closing may be used to satisfy or otherwise obtain a release of any existing mortgage or other monetary encumbrance, provided such satisfaction or release is delivered to Buyer at closing in recordable form and is sufficient to cause the Title Company to delete the encumbrance from the Title Commitment, or provided that the Title Company agrees to insure over such encumbrance.

1

object shall constitute a waiver of any objections. Matters specifically stated in the Title Commitment and not objected to by Buyer shall become Permitted Encumbrances. If any objection is made, Seller shall have thirty (30) days thereafter in which to correct the condition. Buyer shall not be permitted to reject title as to any matter over which the Title Company insures. If the condition of title is not or cannot be corrected within the thirty (30) day period despite Seller's efforts, Buyer may, at its option, either (i) declare this Agreement null and void and the Deposit shall be returned promptly to Buyer, or (ii) elect to accept such title as Seller is able to convey and proceed to closing without adjustment of the Purchase Price. Seller's inability to correct any such condition of title shall not constitute a default by Seller hereunder. If Buyer does not, within ten (10) days after the expiration of the thirty (30) day period described above, elect either (i) or (ii) above, Buyer shall be deemed to have elected to accept such title as Seller is able to convey and proceed to closing without adjustment of the Purchase Price.

6. **SELLER DELIVERIES.** Within ten (10) days of the Effective Date, Seller shall deliver to Buyer the items set forth on the attached Exhibit C. Seller delivers such items for Buyer's convenience only and makes no representations regarding the accuracy of the statements made in such items.

7. **SURVEY.** Buyer may, at its expense, obtain a current ALTA survey of the Property, and in such event, Buyer shall provide a copy of such survey to Seller and the Title Company within five (5) days after Buyer's receipt thereof.

8. **DEED RESTRICTION.** Buyer acknowledges and agrees that simultaneously with Closing hereunder or earlier, and prior to the conveyance of the Property to Buyer, the Seller shall record the deed restrictions (the "Restrictions") to restrict the use of the Property generally to these uses Buyer has described to Village officials in the form attached hereto as Exhibit D. Buyer agrees to accept title to the Property subject to the Restrictions.

9. **CONVEYANCE.** Seller shall, at closing and upon payment of the Purchase Price, convey the Property to Buyer by special warranty deed free and clear of all liens and encumbrances created by Seller except the Permitted Encumbrances.

10. **CLOSING.** Closing of this transaction (the "Closing") shall take place on or before _____, 20____. Seller agrees to furnish to Buyer at the Closing originals of the following documents:

- (a) The special warranty deed described in Section 9 of this Agreement;
- (b) A closing statement setting forth a summary of the Purchase Price and credits to Buyer;
- (c) An affidavit as to construction liens and possession sufficient to permit the Title Company to insure over the standard exceptions for construction liens and rights or claims of parties in possession not shown by the public records;
- (d) Evidence of payment of the prior year's real estate taxes, special assessments, and any other municipal and governmental levies, and evidence that all utility charges

and other expenses with regard to the Property are paid current or prorated through the date of Closing;

(e) Receipt for the electronic filing of a Wisconsin Real Estate Transfer Return; and

(f) Payout letter for all mortgages, liens and judgments being satisfied as of the date of Closing.

11. **POSSESSION AND OCCUPANCY.** Legal and physical possession of the Property shall be delivered to Buyer on the date of closing.

12. **PRORATIONS.** The following items will be prorated and apportioned as of the closing date with income and expenses for the day of Closing accruing to Buyer:

(a) Net general real estate taxes for the year of closing shall be prorated at the time of closing on the basis of the net general real estate taxes actually levied against the Property for the prior year unless the real estate tax assessment for the year of closing is known at the time of closing, in which event the proration shall be based on the actual taxes for the year of Closing. If the Property is part of a larger parcel for real estate tax purposes, the taxes shall be prorated on a per-acre basis.

(b) Installments of special assessments, if any, due and payable prior to the date of closing shall be paid by Seller. Installments of special assessments, if any, due and payable after the date of closing shall be paid by Buyer.

(c) Installments of assessments to which the Property is subject pursuant to the Restrictions that are due and payable prior to the date of closing shall be paid by Seller. Thereafter, installments of such assessments shall be paid by Buyer.

13. **CLOSING COSTS.**

(a) Seller shall pay the real estate transfer fee;

(b) Buyer shall pay all title insurance premiums for the owner's Title Policy, a gap endorsement, and the premiums for any other endorsements to the Title Policy that are requested by Buyer;

(c) All costs, fees or charges, except for all title insurance premiums, charged by the Title Company, including but not limited to closing and wire transfer fees, shall be divided equally between Seller and Buyer;

(d) Each party shall pay its own attorneys' fees;

(e) Buyer shall pay for all reports or studies ordered by it such as appraisals, engineering inspection reports or hazardous waste study reports, and all of its feasibility and inspection reports;

(f) Buyer shall pay the recording fees for the special warranty deed and Seller shall pay the recording fees for any satisfaction of its existing liens and encumbrances; and

14. **DEFAULT PROVISIONS.** In the event of a default by Buyer under the terms of this Agreement which is not cured by Buyer within ten (10) days after notice thereof from Seller, Seller may either (i) demand the Deposit as liquidated damages or (ii) pursue such rights and remedies available at law or in equity. In the event of a default by Seller under the terms of this Agreement which is not cured by Seller within ten (10) days after notice thereof from Buyer, Buyer may as its sole and exclusive remedies: (a) waive such default and close this transaction; (b) terminate this Agreement by written notice to Seller; or (c) sue for specific performance. Under no circumstances shall Seller be liable for consequential, punitive or speculative damages.

15. **ASSIGNMENT.** Buyer may not assign its interest under this Agreement, without Seller's prior written consent, which will not be unreasonably withheld.

16. **CONDEMNATION.** If, prior to the closing date, more than twenty percent (20%) or more of the area of the Property is taken by exercise of the power of eminent domain, or any proceedings are instituted to effect such a taking, Seller shall immediately give Buyer notice of such occurrence, and Buyer may, within fifteen (15) days after receipt of such notice, elect either (a) to terminate this Agreement, in which event this Agreement shall be null and void and neither party shall have any further liability hereunder, and Buyer shall have no interest in or claim to the condemnation award or any damages collected or claimed with respect to such taking; or (b) to close the transaction contemplated hereby as scheduled, in which event Seller shall assign to Buyer at closing all condemnation awards or other damages collected or claimed with respect to such taking, which in total amount do not exceed the Purchase Price. If prior to the closing date, less than twenty percent (20%) of the area of the Property is taken by exercise of the power of eminent domain, or any proceedings are instituted to effect such taking, the parties shall close the transaction contemplated hereby as scheduled, and Seller shall assign to Buyer at closing all condemnation awards or other damages collected or claimed with respect to such taking which in total amount do not exceed the Purchase Price.

17. **ACCESS FOR BUYER.** Seller agrees to grant access to the Property to Buyer, its architects, engineers, contractors and agents at all reasonable times prior to closing upon not less than two (2) days prior written notice for inspection, examination, and planning. Buyer shall not perform any testing on the Property without the prior written consent of Seller. Buyer hereby agrees to indemnify and hold Seller harmless from and against any losses, costs or expenses of any kind arising from such inspection, examination, testing and/or planning. The notice must be in writing and set forth the type of due diligence to be performed and the dates and times of entry and the personnel that will be present on the Property. All due diligence and tests performed shall be at Buyer's sole cost and expense. Copies of all findings and reports resulting from such due diligence shall be promptly submitted to Seller by Buyer upon Seller's request. Buyer's obligations under this Section 17 shall survive the termination of this Agreement or closing of this transaction (as applicable).

18. **DISCLAIMER OF WARRANTIES.** BUYER HEREBY ACKNOWLEDGES THAT, EXCEPT FOR THE WARRANTY OF TITLE TO BE PROVIDED IN THE DEED DELIVERED AT CLOSING, NEITHER SELLER NOR ANY BROKER NOR ANY AGENT,

OFFICER, EMPLOYEE, SERVANT, OR REPRESENTATIVE OF SELLER OR OF ANY
BROKER HAS MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER
REGARDING THE SUBJECT MATTER OF THIS TRANSACTION. BUYER HEREBY
AGREES THAT EXCEPT FOR THE WARRANTY OF TITLE TO BE PROVIDED IN THE
DEED DELIVERED AT CLOSING, (A) THE SALE OF THE PROPERTY IS MADE AND
WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND
(WHETHER EXPRESS, IMPLIED, OR STATUTORY) BY SELLER, AND (B) ANY
TRANSFER OR CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" AND "WHERE IS"
BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY,
ALL OF WHICH SELLER HEREBY DISCLAIMS AND BUYER HEREBY WAIVES.
SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY OR
REPRESENTATION, ORAL OR WRITTEN, CONCERNING (I) THE NATURE AND
CONDITION OF THE PROPERTY AND THE SUITABILITY THEREOF FOR ANY AND
ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, (II)
THE CONSTRUCTION, CONDITION AND STATE OF REPAIR OR LACK OF REPAIR OF,
OR ANY APPARENT OR LATENT DEFECTS IN ANY IMPROVEMENTS, AND (III)
EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, THE NATURE AND
EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE,
LICENSE, RESERVATION, CONDITION OR OTHERWISE, AND (IV) THE COMPLIANCE
OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR
REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, IT BEING SPECIFICALLY
UNDERSTOOD THAT BUYER HAS HAD FULL OPPORTUNITY TO DETERMINE FOR
ITSELF THE CONDITION OF THE PROPERTY. SELLER MAKES NO WARRANTY OR
REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW,
INCLUDING, BUT IN NO WAY LIMITED TO, (1) FITNESS FOR ANY PARTICULAR
PURPOSE, (2) MERCHANTABILITY, (3) DESIGN, (4) QUALITY, (5) QUANTITY, (6)
CONDITION, (7) OPERATION, (8) COMPLIANCE WITH SPECIFICATIONS, (9) ABSENCE
OF LATENT DEFECTS, (10) HABITABILITY, (11) MERCHANTABILITY, (12)
SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY,
IMPROVEMENTS OR SOIL CONDITIONS, (13) ABSENCE OF HAZARDOUS
SUBSTANCES OR COMPLIANCE WITH ANY ENVIRONMENTAL LAWS, (14) ABSENCE
OF MICROORGANISMS, INCLUDING, BUT NOT LIMITED TO, MOLD, MILDEW,
SPORES OR OTHER FORMS OF FUNGI OR BACTERIA, (15) ABSENCE OF FAULTS, (16)
FLOODING, OR (17) COMPLIANCE WITH LAWS AND REGULATIONS. BUYER WILL
BE PROVIDED WITH A FULL OPPORTUNITY TO PERFORM ITS INSPECTIONS AND
INVESTIGATIONS OF THE PROPERTY PURSUANT TO THE TERMS OF THIS OFFER
AND HAS ENTERED INTO THIS OFFER WITH THE INTENTION OF MAKING AND
RELYING UPON ITS OWN INVESTIGATION AND STUDY OF THE PHYSICAL,
ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE
PROPERTY. BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY
REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR
CLAIMING TO ACT ON SELLER'S BEHALF CONCERNING THE PROPERTY EXCEPT
THE WARRANTY OF TITLE TO BE PROVIDED IN THE DEED DELIVERED AT CLOSING.

19. **TIME.** Time is of the essence with regard to the Closing date and all other dates
and time periods in this Agreement. If any date set forth in this Agreement for the delivery of any
document or the happening of any event should, under the terms hereof, fall on a weekend or

holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

20. **NOTICES.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or upon facsimile transmission to the fax numbers set forth herein, or one business day after deposit with a nationally recognized overnight commercial courier service, airbill prepaid, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To Buyer: Matt Ochalski
Comprehensive Commercial Real Estate Solutions, LLC
716 Pelzer Drive
Wake Forest, NC 27587

To Seller: Rob Hanson, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

with a copy to: Attorney Eric J. Larson
Municipal Law & Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

21. **GOVERNING LAW.** This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.

22. **SEVERABILITY OF PROVISIONS.** If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.

23. **CAPTIONS.** The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

24. **BINDING EFFECT.** The terms and conditions of this Agreement shall be binding upon and benefit the parties hereto and their respective successors and assigns.

25. **ENTIRE AGREEMENT.** This writing constitutes the entire agreement between the parties hereto, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated. This Agreement may be modified or amended only by written instrument signed by both parties.

240 26. **ELECTRONIC SIGNATURES AND COUNTERPARTS.** "PDF" copy
241 signatures delivered by electronic mail shall be binding on the parties hereto. This Agreement
242 may be executed in any number of counterparts, each of which shall constitute an original but
243 which altogether shall constitute one and the same instrument.

244 27. **ATTORNEYS' FEES.** In the event of litigation arising out of this Agreement, the
245 prevailing party shall be entitled to court costs, out-of-pocket expenses and reasonable attorneys'
246 fees from the unsuccessful party.

247 28. **BUYER'S REPRESENTATIONS AS TO AUTHORITY.**

248 (a) Buyer is a Limited Liability Company duly organized and validly existing
249 under the laws of the State of Wisconsin and in good standing under the laws of the State of
250 Wisconsin and has the power and authority to consummate the transactions contemplated by this
251 Agreement.

252 (b) All proceedings of Buyer necessary to consummate the transactions
253 contemplated by this Agreement have been duly taken in accordance with law.

254 (c) The persons executing this Agreement on behalf of the Buyer have been
255 duly authorized to execute this Agreement.

256 29. **BROKERS.** Each party represents and warrants to the other that there are no
257 brokerage or finder's fees or commission that are or may be due in connection with the transaction
258 contemplated by this Agreement. Buyer and Seller shall each indemnify, defend and hold the other
259 party, and their respective members, agents, employees, representatives, successors and assigns,
260 harmless from and against any and all claims, judgments, damages, penalties, fines, costs,
261 liabilities, or losses (including, without limitation, reasonable attorneys' fees) resulting from the
262 breach by the indemnifying party of the representation and warranty set forth in the preceding
263 sentence.

264 30. **CONFIDENTIALITY:** Buyer agrees not to disclose to any other person the terms
265 of this Agreement, and Buyer acknowledges that any non-public information heretofore or
266 hereafter furnished by Seller not previously known or disclosed to Buyer with respect to the
267 Property or any tenant thereof has been and will be so furnished on the condition that Buyer
268 maintain the confidentiality thereof. In the event that the Closing does not occur or this Agreement
269 is terminated, Buyer shall promptly return to Seller all copies of documents containing any such
270 non-public information, and Buyer shall not retain any copies thereof. Notwithstanding anything
271 to the contrary set forth in this Section 30, Buyer and Seller may disclose the information
272 referenced herein (a) on a need-to-know basis to its employees, consultants and advisors, (b) to
273 any governmental agency in order to comply with applicable laws, (c) to the extent that such
274 information is a matter of public record and (d) to the extent required by any public records law.

275 31. **PATRIOT ACT:** Each party represents to the other that it is not listed on the
276 specially designated nationals and blocked persons list maintained by the U.S. Treasury
277 Department Office of Foreign Assets Control ("OFAC") pursuant to Executive Order No. 13224,
278 66 Fed. Reg. 49079 (September 25, 2001) (the "Order") and/or any other list of terrorists or

279 terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant
280 to the Order or any other applicable orders.

281 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the dates set
282 forth next to their signatures.

283 Dated: _____

BUYER:

284

285

286

By: _____

287

Print Name: _____

288

Title: _____

289

290 Dated: _____

SELLER:

291

292

VILLAGE OF PLEASANT PRAIRIE

293

294

By: _____

295

John Steinbrink, Sr., Village President

296 Attest

297

298

299

300

301 _____
Jane Snell, Village Clerk

302

EXHIBIT A

DESCRIPTION OF THE PROPERTY

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Municipal and zoning ordinances.
2. Recorded easements for public utilities and for drainage.
3. Deed Restrictions required by the [Municipal Official] per Section 8 of this Agreement.
4. Development Agreement between Buyer and Seller.
5. Installments of special assessments, if any, payable after the date of closing.
6. General real estate taxes levied in the year of closing.
7. [Additional Permitted Encumbrances may be added after preparation of the Title Commitment by the Title Company.]

EXHIBIT C

SELLER DELIVERIES

Exhibit D

Document Number	Document Title
WHEREAS, the Village of Pleasant Prairie (“Village”), a Wisconsin municipal corporation, is selling a vacant parcel with a Tax ID of 92-4-122-343-0135 (the “Property”), to VPX Farm, LLC, a Wisconsin limited liability company (“Buyer”); and WHEREAS, as a condition of the sale of the Property, the Buyer agreed to execute this Deed Restriction to restrict the future development of the Property. NOW, THEREFORE, in consideration of the sale of the Property and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby executes this Deed Restriction, intending to be bound and to impose this Deed Restriction as a covenant and restriction upon the Property, which will run with the land and shall be binding upon the undersigned and the undersigned’s successors in title and interest to the property.	
Recording Area Name and Return Address Village of Pleasant Prairie 9915 39th Avenue Pleasant Prairie, WI 53158	
92-4-122-343-0135 Parcel Identification Number (PIN)	

RESTRICTIONS IMPOSED:

1. No Single-Family Development or Construction. The Buyer shall not develop or use the Property for residential purposes, and shall not construct any residential structures on the Property.
2. Village of Pleasant Prairie Approval. This Deed Restriction shall be permanent and perpetual and may not be removed from the Property unless and until such removal is agreed upon by the Village of Pleasant Prairie Village Board, with such approval being recorded in the office of the Kenosha County Register of Deeds.

Dated this ____ day of _____, 2024.

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Authorized Signatory of VPX Farm, LLC

Personally came before me on this _____ day of _____, 20_____, the above named _____ executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My Commission Expires: _____
Print Name: _____



AGENDA ITEM COVER

Village Board - Regular Meeting

July 08, 2024

AGENDA ITEM TITLE:

Presentation of the current fleet operations to industry best practices and make improvements in the areas of outsourcing, acquisition financing, technology and policies by Matrix Consulting Group.

PROPOSED BY: Public Works**FISCAL IMPACT:** Yes**AGENDA CATEGORY:** Presentation**BUDGETED:** Yes**MEETING TYPE REQUIRED:**

Regular

BUDGET TYPE:

Fleet Internal

STRATEGIC INITIATIVE: Yes**SUMMARY:**

Maxtrix Consulting Group was selected to compare the Village of Pleasant Prairie's current fleet operations to industry best practices and make improvements in the areas of outsourcing, acquisition financing, technology and policies.

To summarize the final report from Matrix Consulting Group, the recommendations are grouped by category which are methodology, replacement and procurement, maintenance, technology, sustainability, replacement plan, and lease and purchase options. Village Staff will evaluate all recommendations by category and implement a plan.

The final report from Matrix Consulting Group is attached for review.

STAFF RECOMMENDATION:

Village Staff recommends approving a 10 (ten) year fleet replacement schedule with the recommendations from Matrix Consulting Group.

Final Report

PLEASANT PRAIRIE, WI

June 7, 2024



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3. Best Practices	13
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1. Executive Summary

Pleasant Prairie is a village located in Kenosha County along the southwestern shoreline of Lake Michigan, between Milwaukee and Chicago. The Village has a population of 21,250 (2020 census). Village operations are supported by a fleet of approximately 300 assets. Funding is through an Internal Services Fund, but the fleet is ageing, and maintenance requirements are increasing. The Village has four mechanics.

Matrix Consulting Group was selected to compare Pleasant Prairie's current fleet operations to industry best practices and make improvements in the areas of outsourcing, acquisition financing, technology and policies.

1.1 Introduction and Methodology

The Village of Pleasant Prairie has a fleet consisting of 300 assets managed and maintained by an in-house team. The Village fleet serves six main customers. In order of fleet size, they are Public Works, Village Hall, RecPlex, Parks, Engineering, and Information Technology.

Matrix was asked to compare best practices in fleet governance, utilization, replacement, maintenance, technology and sustainability. This included a site visit to assess practices and conduct interviews in person. Once this portion of the study was completed, a replacement plan for the Village's assets was developed and a lease versus purchase analysis was completed.

The study approach followed these steps:

- Collection of basic data on the Village's fleet including asset type, assigned department, acquisition date, meter reading, and maintenance and replacement costs.
- Development of statistics on fleet operations for vehicles in the fleet, average age, replacement funding, compliance with maintenance inspections, downtime, etc.
- Assessment of fleet service practices and comparison to industry best management practices in the areas of governance, utilization, replacement, maintenance, technology and sustainability.
- Development of a replacement plan for assets out to 2044.

The recommendations are supported by an implementation plan.

1.2 Key Findings and Recommendations

Over the course of this study, many strengths in fleet operations as well as areas for improvement were observed. A summary of our findings for each functional area follows below.

1.2.1 Best Practices

Pleasant Prairie's fleet operations were compared with industry best practices in five operational areas with the following results.

Governance. The Village provides some policy direction in the form of a vehicle use policy. This policy needs to be expanded to be fleet specific. Other areas of governance such as the use of a Steering Committee, Operator's Handbook, Service Level Agreements, and annual customer service surveys need to be introduced or strengthened.

Replacement/Procurement. The Village is using an Internal Service Fund (ISF) to fund future acquisitions, but the contributions are not enough to acquire units when needed. Development of a funding plan sufficient for fleet needs should be a focus. In addition, the Village needs a ten-year replacement plan that uses criteria for replacements along with delineated replacement cycles.

Maintenance. The Village is currently meeting most of the best practices under maintenance. Maintenance could be enhanced by focusing on a formal training program for mechanics and tracking PM compliance rates.

Technology. Overall, technological best practices are not fully adapted by the Village fleet. The use of Cityworks for fleet management needs to be replaced with a dedicated Fleet Management Information System (FMIS) to properly track all assets and maintenance. A telematics solution should also be implemented to augment the data-gathering process.

Sustainability. Pleasant Prairie should develop a Sustainability Plan and incorporate that into the replacement planning process. A telematics solution would also help to focus on the metrics involved with the reduction of GHG emissions. Finally, taking a very proactive approach with the anti-idling program would make an immediate impact.

1.2.2 Replacement Plan

The fleet and the current replacement strategy were reviewed and recommendations were made regarding consistent annual contributions to the replacement fund. Using a multi-year replacement plan to justify the funding for the replacement fund is also recommended.

1.2.3 Lease/Purchase Options

Pleasant Prairie has 17 vehicles currently on a lease program. This program should be eliminated, and all assets purchased in the future.

2. Introduction and Fleet Profile

2.1 Introduction

This descriptive fleet profile of Pleasant Prairie summarizes the organizational structure and primary operations of the fleet. It includes an overview of the current fleet inventory, facility, contract budget, staffing, the contract framework, and an inventory of the primary technological tools utilized to manage the fleet.

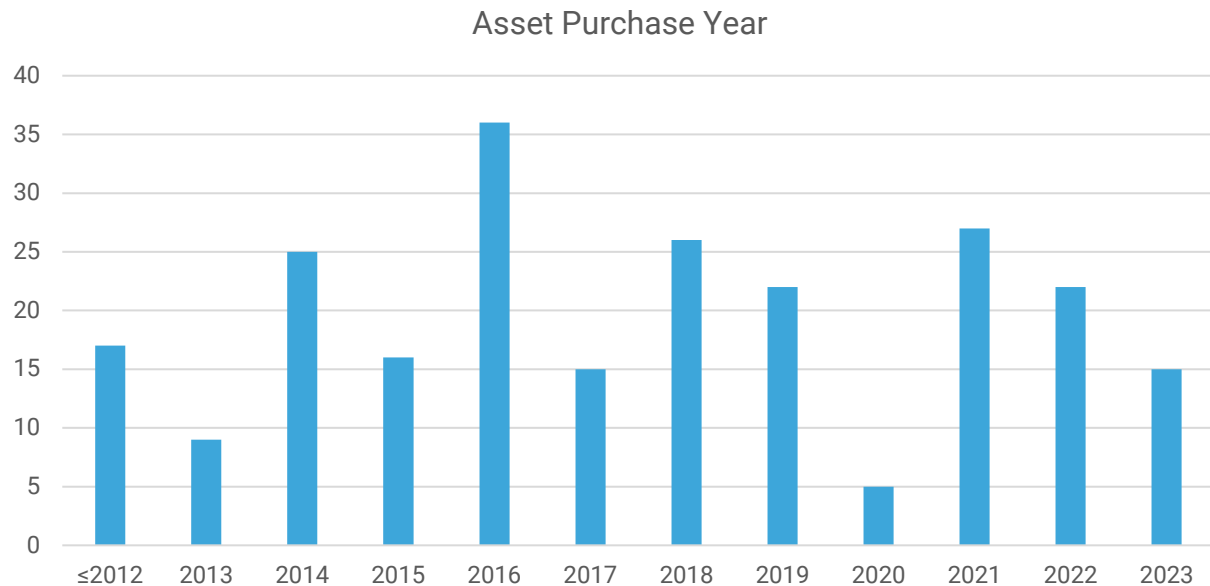
The descriptive profile does not attempt to include every organizational and operational facet related to the fleet. Instead, it provides an overview that will be useful as recommendations are developed during the study. This profile will be used as a starting point to show how specific recommendations will impact the organization's approach – whether in organizational structure, operational practices, or in the makeup and maintenance of the fleet.

2.2 Fleet Profile

Fleet Services supports the maintenance of 300 vehicles, attachments, and pieces of equipment. The following table provides a total count and average age in years for each vehicle classification.

Classification	Count	Average Age
Equipment Attachment	92	7.7
HD Equipment	9	18.0
HD Truck	31	12.8
LD Equipment	54	4.9
LD Truck	24	8.1
MD Equipment	49	13.0
MD Truck	15	18.6
SUV	14	5.5
Sweeper	1	8.0
Bus	1	0
Van	10	7.4
Grand Total	300	9.5

The next graph demonstrates the number of assets in the active fleet by year acquisition.



The Village fleet serves six main customers. In order of fleet size, they are Public Works, Village Hall, RecPlex, Parks, Engineering, and Information Technology. The following table represents the number of vehicles by customer department and their average age. It differs from the first table as it only shows vehicles.

Customer	Count	Average Age
Engineering	6	9.8
IT	3	4.5
Parks	6	8.7
Public Works	64	12.9
RecPlex	8	7.5
Village Hall	10	5.0
Grand Total	97	10.9

The Village currently leases 17 assets from Enterprise. The table below shows the leased assets by vehicle classification.

Classification	Count
SUV	6
LD Truck	6
Transit Vans	5
Total	17

The following table is a list of assets that will either be replacements for existing units or are new additions to the fleet in 2024.

Type of Asset	Count
Asphalt Roller	1
Leaf Vac	1
Safety Cage	1
SandPro	1
Trailer	1
UTV	1
Wheel Loader	1
Grand Total	7

2.3 Facilities

Pleasant Prairie has a single garage located at 8600 Green Bay Rd. This location also contains a fuel facility with four pumps - two gas and two diesel.

The garage has eight bays, three of which are drive-thru. The garage also includes one - four post light duty lift, ten mobile column lifts and a small lift for lawn care assets such as mowers. Other observations:

- The facility is well-lit and general housekeeping is at a good standard.
- Technicians have access to computers in an office attached to the shop.
- There is a parts room adjacent to the shop which serves a dual purpose as the Crew Lead's office.
- There is a wash bay with undercarriage and over-vehicle capacity attached to the shop.
- Indoor storage is available for all vehicles.

The shop is open from Monday to Friday 6:00 AM to 4:30 PM. The four mechanics work four, ten-hour shifts weekly which means the shop has only two staff on Mondays and Fridays.

2.4 Budget

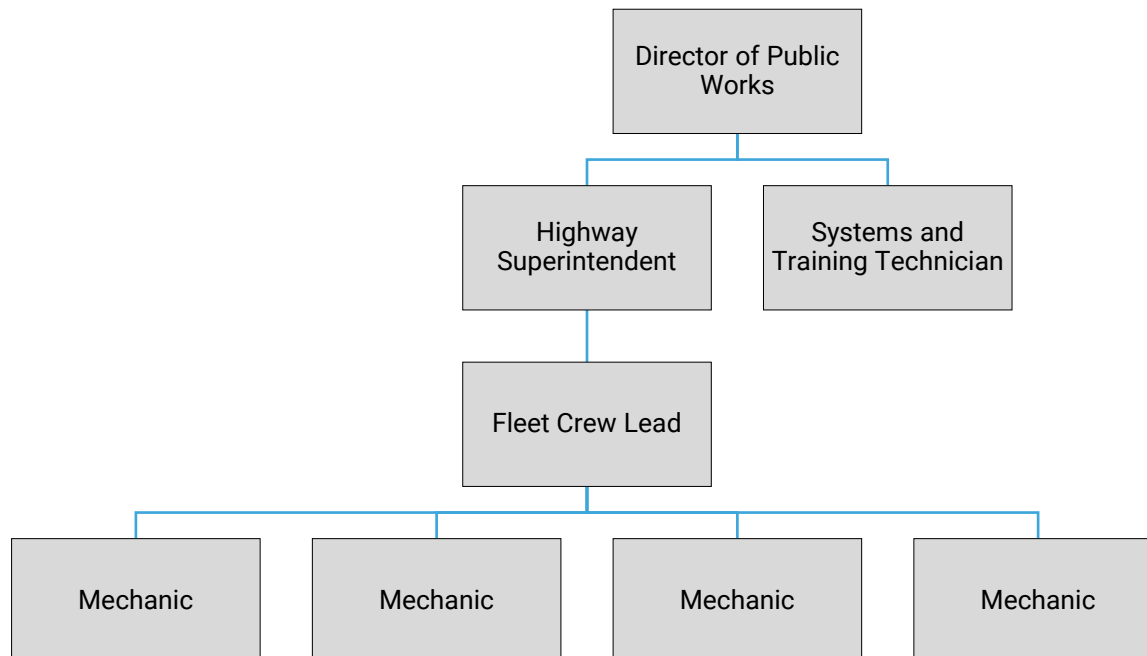
The fleet budget is managed through an Internal Service Fund (ISF) and fleet users make payments into the fund for fleet replacement. The ISF is not used to purchase new additions to the fleet, only replacements. New assets must be funded by the user groups. The Village uses the calendar year as their fiscal year.

	2022 Budget	2023 Budget	2024 Budget
Revenue	\$2,543,732	\$2,186,094	\$2,304,029
Intergovernmental	\$1,848,482	\$2,067,594	\$2,257,529
Non-Operating	\$695,250	\$118,500	\$46,500
Expense	\$2,994,890	\$2,705,799	\$2,977,459
Vehicles	\$558,000	\$594,062	\$309,478
General Government	\$2,436,890	\$2,111,737	\$2,667,981
Total Net Surplus	\$(451,158)	\$(519,705)	\$(673,430)

The expense line for vehicle purchases is highlighted in grey.

2.5 Organization

The following organizational chart shows the current structure of Fleet Services.



2.6 Job Descriptions

The next table shows a summary of the key roles and responsibilities of each position. These staffing roles and responsibilities are not intended to provide a complete job description level of detail but to summarize the principal duties of each position.

Position Title	Key Roles and Responsibilities
Fleet Crew Lead	- Oversees staff in the repair and maintenance of municipal vehicles and equipment, including work prioritization, staff training, and maintaining safety standards; handles administrative duties like work orders and safety inspections. - Manages vehicle maintenance schedules, coordinates with external service providers, and ensures parts inventory is sufficient and repair deadlines are met; participates in budget planning and policy development. - Conducts life cycle analysis, prepares vehicles for disposal, and ensures repairs are cost-effective; examines and test drives vehicles to verify repair quality. - Utilizes asset management software for reporting, operates a variety of construction equipment, and adheres to safety protocols and OSHA standards; requires effective communication skills and understanding of municipal policies.
Systems and Training Technician	- Develop and maintain metadata standards and system documentation for GIS. - Coordinate and conduct user training as needed for GIS / Cityworks and other applications. - Creates and maintains various utility maintenance programs and consults with department managers on the updating of these programs. - Prepares, or assists with the preparation, submission, and reporting for annual operating budgets and five-year capital improvement plans for Public Works. - Performs asset reviews and ensures the efficient maintenance, repair, or acquisition of equipment and/or materials needed for various work assignments. - Maintains inventory and completes quarterly counts to ensure accuracy.

Position Title	Key Roles and Responsibilities
Mechanic	- Utilize asset management software to document daily tasks and manage vehicles, ensuring adherence to safety protocols. - Conduct maintenance and repairs on vehicles, including tire changes, blade sharpening, preventative maintenance, and oil changes for light duty trucks and small engines. - Perform electrical and hydraulic repairs, including basic 12-volt wiring, brake system maintenance, and hydraulic hose replacements for light to medium duty vehicles. - Diagnose and repair vehicle components, including exhaust systems, starters, alternators, and engage in basic welding and use of diagnostic equipment.

2.7 Policy Framework

The Village covers some fleet issues in the Employee Handbook and has one policy related to tools.

Policy	Description
Tool Policy	- The policy outlines the eligibility requirements for mechanics to receive financial assistance to offset the cost of using their own tools. - Tool allowance is up to \$500 per year. - Mechanics retain ownership.
Employee Handbook	- General regulations concerning pay, time off, technology acceptable use policy, and other Village-wide policies. - A section that describes the proper use of equipment and vehicles is included. There is a process for notifying leadership when there is an accident or misuse of a vehicle.

Village Hall also has a draft policy that describes the vehicle inventory, how to check out vehicles, how to fuel and return vehicles, and driver responsibilities. This policy was intended to apply only to the Village Hall vehicles but has not been put into effect.

The Village intends to create a more comprehensive fleet policy later in 2024.

2.8 Technology

The following table provides a summary of the technology utilized in fleet operations. Each tool or application is accompanied by a description of its functionality and the primary ways it is used.

Technology	Description
Cityworks	Utilized as the Fleet Management Information System. The fuel system alerts Cityworks to create a work order for preventive maintenance schedules. Fleet users can complete repair requests online to request maintenance.
FuelMaster	Used as the fuel system. Users must enter the vehicle identification number and a PIN to access. They are prompted to enter the current odometer (miles or hours) at each use.
Tyler Munis	This is the Village's ERP system, used to process payments related to fleet expenses and budgeting.
Various	The Village has diagnostic software that it utilizes for the repair and maintenance of vehicles. Once hooked up to a vehicle, the software helps to relay trouble codes, pinpoint diagnostic issues, and may suggest a course of action for correction. However, there is not 100% coverage for vehicles with the existing software packages.

3. Best Practices

3.1 Methodology

In compliance with the Request for Proposal, data analysis and staff interviews were conducted to make recommendations in the following areas:

Governance. This section covers how the fleet program is governed from a corporate perspective including policies related to management of the fleet and maintenance of vehicles, the division of responsibilities between fleet program stakeholders, the degree of centralization, lines of communication, and customer service protocols.

Replacement. Fleet replacement should be planned to take place at the optimum point in the asset's lifecycle to minimize Total Costs of Ownership (TCO). We will assess the extent to which the Village is replacing assets at their optimum replacement points.

Maintenance and Repair Practices. A thorough assessment of the maintenance and repair practices including but not limited to the following elements:

- Preventive maintenance (PM) program design, intervals, and compliance.
- Outsourcing practices including types of services outsourced, reasons for outsourcing and the potential of diagnostic tools to decrease outsourcing expensive repairs. We will also cover the outsourcing decision process and recommend a process for deciding which repairs to outsource.
- Current and future training of mechanics to respond to the needs of EVs.

Utilization. Evaluation of miles travelled, hours used, trips per day and criticality to assess whether all fleet assets are fully utilized. If there are assets that are not fully utilized, we will make recommendations of their future status.

Technology. Fleet Management is an increasingly data-driven activity and organizations must have tools in place to capture the data needed for important decisions. We will therefore examine the adequacy of tools currently in place for this purpose.

Sustainability. As the Village seeks to adopt alternative fueled vehicles, this section covers and addresses vehicle, charging, grant information and recommendations.

Each of the topics is addressed in the summary best practices table in the following sections, highlighting the current strengths of the operations and improvement opportunities.

The best practice in each area is stated in column one and assessed in the middle column. The right column describes the practice at Pleasant Prairie. A ✓ indicates that the Village complies with best practice and a ~ indicates partial compliance with room for improvement. An X in the column means that the practice is not met. Any criteria that do not receive a ✓ are discussed further after the applicable section where recommendations to bring current practices in line with best practices are made.

3.2 Governance

Fleet governance includes the fleet organization, reporting structures, and policy framework. Fleet operations are normally more efficient when they are centralized as management functions do not have to be replicated for separate organizations. A common fleet system can ensure that there is a single repository for all fleet data. Best practice fleets communicate regularly with their customers and have a robust policy framework to facilitate decision making.

The following table shows how Village operations compare to best practices in fleet governance.

Criteria	Rating	Comment
1. Governance		
1.1 Fleet program is centralized to capture economies of scale.	✓	The fleet program is centralized for Public Works, Engineers, Parks, Information Technology, RecPlex and Village Hall clients. There is one central shop supporting these fleet operations. Fire and Police manage their own fleets and have third party maintenance arrangements.
1.2 There is a Fleet Steering Committee with representatives from all customers who meet regularly to discuss fleet issues including vehicle replacement and safety.	~	There is no formal Fleet Steering Committee but the Director, Public Works (DPW) meets regularly with most user groups on operational and fleet issues.
1.3 A Fleet Policy Manual is in place that defines program objectives, responsibilities, and service standards.	X	There is limited information available in a Tool Policy and in the Human Resources Handbook. A Vehicle Use Policy is on the schedule for development.
1.4 A Driver's Handbook outlines key driver responsibilities and drivers sign to acknowledge compliance annually.	X	There is no Driver's Handbook.

Criteria	Rating	Comment
1.5 Service level agreements (SLAs) are in place to ensure that the fleet organization and its customers are working in a collaborative manner.	X	There are no SLAs.
1.6 Annual surveys are conducted to assess customer satisfaction.	X	Customer satisfaction surveys are not done.

The following points discuss areas for improvement in fleet governance.

3.2.1 Fleet Steering Committee (FSC) (BP 1.2)

A FSC is a valuable tool to ensure that fleet customers are heard, and the fleet organization's priorities and plans are communicated. Specific functions include:

- **Replacement planning.** Review the annual replacement plan and discuss any changes.
- **Sustainable conversion.** Discuss opportunities for Electric Vehicle transition.
- **Safety.** Review collision statistics and primary causes.
- **Maintenance concerns.** Discuss issues of concern to all customers.

Most importantly, the use of a FSC ensures that customers designate a representative who can talk knowledgeably about fleet. That fleet liaison should be familiar with the inventory, vehicle utilization, condition, safety concerns, budget, and sustainable goals. In the conduct of interviews, it was clear that several divisions did not have someone with this focus on fleet.

The Director of Public Works meets with fleet user groups on a regular basis, but there is not a formalized committee that meets to discuss mutual concerns with fleet and helps to develop plans for improvement.

3.2.2 Fleet Management Policies (BP 1.3, 1.4, and 1.5)

Organizations benefit from a robust fleet policy framework comprised of a Fleet Policy Manual, a Driver's Handbook and Service Level Agreements with all customers.

The Policy Manual provides a reference for managers and staff to refer to as different situations arise and serves as a baseline for all employees to understand the mission, requirements, and constraints of the fleet management program. Without a policy manual, departments are left to exercise their own judgment on a range of important fleet issues such as the type of vehicles that will be purchased, when vehicles will be replaced, and whether replaced vehicles are sold or kept in service to meet other program needs.

This situation inevitably leads to wide variations in fleet practices among end users and limits the ability of the fleet manager to implement best management practices.

A Driver's Handbook is a supporting document that contains the information that needs to be readily available to drivers. It should include a signatory page indicating that a driver is aware of and will comply with its contents. Drivers should be required to review and sign the document annually, and their signature should also allow management to access their Motor Vehicle Record (MVR). Information in this document should include detailed instructions and requirements for pre- and post-trip inspections, service and fuel procedures, actions in case of collision and driver obligations to report all driving infractions on a timely basis.

SLAs are written agreements between fleet and each of their customers that specify the responsibilities of each party. In a typical SLA, fleet may be responsible to ensure a specific availability of vehicles, accomplish repairs in a specified timeframe and have final sign-off on vehicle acquisitions. Each fleet customer, on the other hand, will be responsible to make vehicles available for scheduled preventative maintenance (PM), keep vehicles in a clean state, and pay for at-fault vehicle collision repair or abuse.

The Village has a tool policy and a Vehicle Use Policy in a Driver Handbook. A specific Fleet Policy Manual should be created and cover the full range of fleet acquisition, utilization, fuel, maintenance, safety, financing, and sustainability issues.

The Village would also benefit from updating the Driver's Handbook to summarize information that vehicle and equipment operators need to have readily available. This information includes how to get fuel, green policies and what to do in case of a collision.

Currently, there are no SLAs in place with any using department.

3.2.3 Customer Service Surveys (BP 1.6)

An annual customer survey is an efficient way to gather information that can improve fleet service levels. A simple five-point scale can be used to gauge satisfaction with key fleet functions. The results can be used to measure progress over time. An example of the results of a customer survey for a previous client is shown in the following table:

Criteria/Customer	A	B	C	D	E	F	G	H	I	J	K	L	Avg.
Cust Service	4	4	3	4	4	4	4	3	4	4	5	4	4.00
Facility	5	3	4	4	4	4	4	2	4	4	3	3.5	3.75
Quality	3.5	3	3.5	2	4	4	4	4	4	4	5	3	3.66
Communication	4	2	2.5	2.5	4	4	4	3	4	3.5	5	4	3.61

Criteria/Customer	A	B	C	D	E	F	G	H	I	J	K	L	Avg.
PM	4	3	5	3	2.5	3	4	4	2.5	3.5	5	2	3.57
Parts	4.5	3	2.5	3	4.5	3	4	3	4.5	3	4	3	3.50
Fuel	4	5	2	4	1	5	4	1	1	4	5	4	3.54
Availability	5	3	1	2	4.5	4	4	3	4.5	3	3.5	2	3.34
Acquisition	4.5	4	3	3	N/A	5	4	3	N/A	4	3	N/A	3.70
Time to repair	5	3	1.5	1	4	4	3	1	4	4	4	2	3.09
Technicians	5	3	1	2	2	3	3	3	2	4	4	3	2.93
Overall Average	4.4	3.3	2.6	2.8	3.5	3.9	3.8	2.7	3.5	3.7	4.2	3.1	3.5

A customer survey should not only target the largest using groups but the small ones as well. This may pinpoint how different groups are viewing the services and attention they receive regarding their vehicles.

Recommendations:

1. **Establish a permanent Fleet Steering Committee with regular meetings on fleet topics.**
2. **Create a specific Fleet Policy Manual.**
3. **Update the Driver Handbook with information specific to the driver.**
4. **Draft Service Level Agreements with all fleet customers.**
5. **Develop and use annual customer service surveys to identify and act on areas of improvement.**

3.3 Replacement and Procurement

Establishing optimal lifecycles and a corresponding multi-year replacement plan are fundamentals of fleet management. The theory of effective capital asset management is well established in the fleet industry and is based on these principles.

- The failure to replace vehicles on time costs an organization more money, both in hard dollars and in indirect costs, than replacing them according to schedule.
- An old fleet has a negative impact on staff productivity, as unreliable vehicles are frequently in the shop and not available for work.

- If a fleet is old, departments seek to keep extra vehicles to act as backups and spares, so they can survive the increased unreliability of front-line vehicles. As a result, there are often more vehicles in service than are needed.
- The older vehicles in a fleet use more fuel and emit more pollution than newer vehicle, because standards for emissions and fuel economy were lower in the past than they are now.
- Older vehicles are not as safe as new ones as they lack many of the advanced safety features that are standard with new cars (such as cameras, sensors, lane departure warning, collision avoidance systems, side curtain air bags, etc.).

The following table shows how the Village compares to best practices in fleet replacement.

Criteria	Rating	Comment
2. Replacement		
2.1 A ten-year replacement plan exists and is updated regularly.	~	There is a list of replacements due over the next ten years, but it has not been approved as a plan. It acts as a guiding document for DPW.
2.2 Funding adequately supports the ten-year replacement plan.	X	Fleet capital replacement is funded through an Internal Service Fund (ISF). New vehicles are funded by the operating groups. The ISF does not provide sufficient funds to replace vehicles according to industry standard lifecycles.
2.3 Users contribute to an Internal Service Fund to fund vehicle replacement.	~	Users are charged a monthly rate based on that month's usage and a per mile/hour rate. This approach is not currently accumulating enough funds to replace the vehicle.
2.4 Sustainability (efficiency or alternative fuel) is considered in the replacement decision.	X	Sustainability is not a consideration in vehicle replacement.
2.5 Vehicle decommissioning practices ensure that vehicles are disposed of in the most efficient and cost-effective manner possible. Vehicles determined to no longer be needed are physically removed from service so as to control fleet size.	✓	Vehicles are remarketed at auction.

Criteria	Rating	Comment
2.6 Funds from vehicle disposal are returned to the equipment replacement fund.	✓	Funds are returned to the equipment replacement fund.
3. Procurement		
3.1 Vehicles are procured to meet specific customer job requirements and customers are given ample input into the specification process.	✓	Customers are consulted throughout the procurement process and are generally satisfied with the vehicles procured.
3.2 Non-technical requirements such as parts lists, repair manuals, diagnostic tools, and training are included in vehicle specifications.	✓	Manuals and training are included with vehicle purchases.
3.3 Cooperative agreements are used in order to take advantage of volume pricing.	✓	The Village buys from State contracts or Sourcewell when it is the best option.
3.4 Vehicle upfitting processes minimize the use of in-house resources and put newly acquired vehicles into service as quickly as possible.	✓	The Village does very little upfitting in house. Vehicles arrive fit for use.
3.7 Replacement cycles have been determined for all vehicle classes.	✓	Light-duty vehicle lifecycles are seven years, and medium and heavy-duty vehicle lifecycles are ten. Specialty vehicles and equipment range from 5 to 15 years.
3.8 Replacement is based on Total Cost of Ownership (TCO) which includes the capital and operating costs of assets.	~	The replacement list evaluates vehicles by class and averages the number of units replaced over ten years. TCO is not calculated.
3.9 Purchase decisions are based on cost as well as other important factors such as standardization, dealer support and warranties.	X	Cost and availability are the primary considerations. Standardization has not been practiced in the past, but with the move toward the standardization of the plow trucks this has now taken a more positive turn and should be encouraged in other application areas as well.

The following points discuss our findings and recommendations related to the Village's replacement plan.

3.3.1 Replacement Plan and Funding (BP 2.1, 2.2, 2.3)

A ten-year replacement plan is essential for fleets to map out not only the actual units to replace each year, but to also estimate the cost of keeping the entire fleet within lifecycle

parameters. It smooths out the funding necessary to keep these acquisitions on an even replacement schedule. Without a plan in place, there can be spikes from year to year in the funding needed for replacements, throwing off budget development. This may then force fleets to rethink their replacement plans if the funding is not available.

Pleasant Prairie currently has no ten-year plan in place or sufficient funding dedicated to supporting such a plan. The contributions being made to the current replacement fund is not accumulating enough capital to make the plan viable over the long-term.

3.3.2 Sustainability (BP 2.4)

As mandates from federal and state entities move toward more sustainable practices in vehicle acquisition and usage, having a broad plan in adopting these mandates that can be utilized can create a roadmap to decrease energy consumption and reduce vehicle emissions. Many entities use these roadmaps to show their citizens that their local governments are taking environmental issues seriously. These roadmaps can also highlight challenges to adopting more sustainable practices, thereby creating opportunities to amend planning and funding plans to place more efficient units into the fleet.

Currently, the Village does not have a sustainability plan.

3.3.3 Replacement Cycles and Cost (BP 3.8)

Vehicles should be replaced at the point which will minimize the Total Cost of Ownership (TCO) to Pleasant Prairie. This is usually just before the maintenance costs associated with an older vehicle start to spike. The replacement cycle should be stated in hours/miles as well as age, and the vehicle should be replaced when the first of those criteria is met.

The Total Cost of Ownership (TCO) for units should also be calculated to understand which vehicles are justified in the replacement cycle.

The Village does not state replacement cycles in use/age or include costs.

3.3.4 Purchasing Decisions (BP 3.9)

When vehicles and equipment are being replaced, cost may be a driving factor in procurement. However, this leads to fleets that are developed in a best-cost basis and not as a harmonious grouping of assets. Having patrol cars from three manufacturers means three different manuals, training, ancillary equipment installations, parts procurement processes, and maintenance schedules. It removed the advantage of dealing with a smaller pool of dealerships and warranties.

At the present time, the Village is acquiring vehicles and equipment on an as-needed basis without a cohesive plan to limit the variation in manufacturers, thereby missing obvious financial and technical advantages to standardization.

Recommendations:

6. **Create a ten-year replacement plan for vehicles and equipment with associated dedicated funding to support the plan.**
7. **Explore the creation of a Sustainability Plan for the Village's fleet needs.**
8. **Develop a process or procedure document to outline the criteria for unit replacement and justification.**
9. **Adopt standard replacement lifecycles in miles/hours and years for each asset class. Include TCO calculations in the decision-making process.**

3.4 Maintenance

Fleet maintenance and repair processes have a significant impact on vehicle availability, reliability, safety, economy, and environmental integrity. The principal components of fleet maintenance are technician labor, facilities and equipment, parts, and commercial (i.e., sublet, or outsourced) services. The objective of the maintenance managers is to integrate these components to maximize operating performance while minimizing costs.

The indirect costs of fleet maintenance activities are also important and can far exceed the direct costs. For example, mechanical failures that idle employees or disrupt service activities can result in productivity losses or more severe problems whose costs can often be much higher than those of repairing a vehicle.

The following table shows how the Village compares to best practices in fleet maintenance and outsourcing.

Criteria	Rating	Comment
4. Maintenance		
4.1 Staffing levels are consistent with the size and type of vehicles in the fleet.	✓	Four technicians are adequate for the space and workload.
4.2 There are an adequate number of heavy duty and light duty mechanics.	✓	All four technicians can perform light and heavy-duty work.

Criteria	Rating	Comment
4.3 Ratio of supervisory and support positions to technicians is reasonable.	✓	The four technicians have a dedicated supervisor who also provides parts support.
4.4 There is a position assigned to analyze fleet data and seek improvement.	✓	There is no data analysis position, but the function is being performed as data permits.
4.5 There are detailed and up to date job descriptions for all positions.	✓	All job descriptions for technicians are in place.
4.6 Staff receives regular training and stays current on emerging trends and technology.	~	If there is new equipment that is unfamiliar or highly technical, technicians receive training and/or orientation from the OEMs.
4.7 Outsourcing versus insourcing processes determine the best option (capability, cost, downtime, etc.) for undertaking a repair. Fleet uses outsourcing to manage peak workloads.	X	Some diagnostic software does exist for the technicians to use, but the existing software does not cover 100% of the fleet.
4.8 Shop business hours have been set for customer convenience.	✓	The shop is open 6:00 am to 4:30 pm. There are two technicians present on Monday and Fridays and all four Tuesday to Thursday.
4.9 Customers are always contacted when repairs are complete.	✓	Customers are usually notified when repairs are completed.
4.10 Field service is available for roadside breakdowns and construction equipment.	✓	Fleet services has a service truck available for breakdowns.
4.11 A formal skills assessment and training plan has been developed to keep employees current with changes in the fleet industry.	✓	All staff have quarterly check-ins to discuss performance. There is a record of training taken and due for technicians.
4.12 Technicians are encouraged to keep skill levels current through financial incentives to obtain ASE and/or EV certification.	✓	The Village will pay for any training needed up front.
4.13 Trip inspections are completed before and after each use of a vehicle.	~	Trip inspections are mandated but compliance is questionable.
4.14 Completed trip inspection reports are kept on hand as legislated.	✓	DOT regulations are followed.
4.15 Where defects are noted on the trip inspection report, they are signed off by a mechanic prior to the vehicle being used.	✓	Records of defects and repair are retained in City Works.
4.15 Staff vacancies are minimal, and efforts are being made to fill them.	✓	There are no current vacancies.

Criteria	Rating	Comment
4.16 There is a formal Preventive Maintenance (PM) Program with a published schedule and inspection checklist.	~	PM checklists and intervals have been determined. There is no published schedule.
4.17 90% of PM inspections are completed within 30 days of the due date.	χ	PM compliance is not being tracked.

The following points discuss areas for improvement in fleet maintenance.

3.4.1 Staff Training (BP 4.6)

Fleet organizations are increasingly recognizing that well trained and technically expert technicians are a business necessity. Vehicles and fleet equipment are becoming more complicated and increasingly expensive. Training and professional certification provide an organization with assurance that equipment will be properly maintained and, therefore, that the value of the organization's equipment investments will be preserved. Training can also act as a retention tool in areas where technicians are in high demand.

In the past, fleet organizations relied almost entirely on training that was provided by vehicle and equipment manufacturers free of charge. While these programs are still available, organizations can no longer make them the centerpiece of their training efforts. This is due to the increasing demand for these programs from dealerships and private fleets, which has severely reduced the number of seats available to municipal technicians. Moreover, manufacturer training programs have become increasingly complex with strict prerequisites that make it nearly impossible for an organization to rely on these programs to provide technicians with well-rounded training.

Consequently, municipal fleet organizations today are having to develop training programs that tap a variety of sources to provide technicians with the technical knowledge and updated skill sets that are required to maintain modern fleet equipment. Investing in technician training should be a high priority for the Village.

Pleasant Prairie does not currently have a formal training or professional development program for fleet technicians. Training is only provided when there is a new or unfamiliar piece of equipment. A target of 40 training hours per year is the industry standard. Exploring training through professional organizations such as ASE or third-party programs (online or in-person) may elevate the technician technical skill.

3.4.2 Outsourcing (BP 4.7)

Fleet organizations use vendors to complete services for a variety of reasons, including maintaining service levels during periods of peak workloads and/or staff shortages, avoiding costly investments in tooling, and to provide service in remote locations. No fleet organization can expect to be proficient in all areas of maintenance and repair services. Moreover, it is not practical for an organization to staff to the peaks of its workload. Developing partnerships with key vendors is an efficient way to meet peak and specialty demands.

When a government organization invests in the shop, tools, and staff to complete maintenance in-house, it follows that these resources should be maximized before work is outsourced. The industry best practice is that 10-15% of maintenance work is outsourced in an efficiently run shop. Municipal organizations value the ability to prioritize repair work and control downtime. As such, they typically own and operate their own shop. Economies of scale dictate that the bulk of maintenance and repair take place in that shop, space permitting.

In addition to determining the amount of work to outsource, organizations should have a decision matrix or flowchart to determine what to outsource. Outsourcing decisions should be based on shop capacity, repair time, specialty tool needs, technician experience and training, and proximity to an outsource facility.

The Village currently has diagnostic equipment to facilitate repairs, but this does not cover 100% of the fleet.

3.4.3 Trip Inspections (BP 4.13)

Trip inspections should be completed by all vehicle and equipment operators prior to the use of any vehicles. These inspections help ensure that the vehicle is in a safe operating condition and that no worker is endangered during the operation of the vehicle. Visual inspections of the vehicle and surrounding areas should be conducted prior to operating the vehicle. A checklist tailored for each vehicle class should be used. Areas of inspection include, but are not limited to:

- Tire pressure shall be consistent with pounds stated in the owner's manual.
- Tire condition.
- Proper functioning of lights and direction indicators.
- Brakes (pedal function check).
- Adjustment of mirrors and driving position.

- Instruments and gauges.
- Any internal or external damage.
- Other items as necessarily covered under DOT rules.

Supervisors should ensure that inspections are completed to a satisfactory standard. When defects are noted on the daily inspection, the vehicle must be immediately be referred to maintenance and cannot be operated until the vehicle is fixed and the defect is signed off on the work order as being resolved. Non-safety related (minor) defects should be noted on the trip inspection and addressed as shop time and vehicle availability permit. Work orders noting defects and the sign-off by technicians should be retained by fleet staff.

Pleasant Prairie mandates trip inspections on their units, but the compliance aspect of this is not adequately enforced.

3.4.4 Preventive Maintenance (BP 4.16, 4.17)

A well-designed and executed preventive maintenance (PM) program is the cornerstone of effective fleet maintenance. The objective of a PM program is to minimize equipment failure by maintaining a constant awareness of the condition of equipment and correcting defects before they become serious problems. A PM program minimizes unscheduled repairs by causing most maintenance and repair activities to occur through scheduled inspections. An effective PM program pays dividends not only in improved equipment safety and reliability, but also financially by extending the life of equipment, minimizing the high cost of breakdowns, and reducing lost employee productivity resulting from equipment downtime.

The Village has a PM program, but it is not communicated to fleet users. Best practices state that compliance rates of a PM program should be at 90%. The Village is not tracking to see if this compliance percentage is being met.

Recommendations:

- 10. Ensure training of 40 hours per year is provided to technicians.**
- 11. Develop a matrix to determine when outsourcing is warranted for repairs.**
- 12. Enforce pre- and post-trip inspections.**
- 13. Publicize the PM schedules.**
- 14. Adopt a PM compliance mechanism to determine compliance percentage.**

3.5 Technology

Comprehensive, accurate, and readily accessible records regarding fleet operations are essential to optimize performance and manage costs. In the past, fleet maintenance records were kept on paper orders, vendor invoices, and handwritten notes. However, as with all business activities, fleet maintenance shops have evolved to use management information systems to document operations and produce management reports. Having all maintenance and other data available in a computerized system and accessible by all fleet program stakeholders is effective in managing shop operations and provides an efficient way to retrieve and report key information.

The following table shows how the Village compares to best practices in fleet technology and information management.

Criteria	Rating	Comment
5. Technology		
5.1 A Fleet Information Management System (FIMS) is in place that uses modern technology and provides up to date functionality for asset management, maintenance management, and cost reporting.	X	The Village does not have a fit-for-purpose fleet management system. Cityworks is used to manage work orders.
5.2 Access to the fleet system is readily available to all staff, including parts clerks and technicians.	✓	Fleet mechanics and the Crew Lead have access to Cityworks.
5.3 All members of staff have been appropriately trained in the use of the fleet system.	✓	Fleet mechanics and the Crew Lead are trained in the needed functions.
5.4 The fuel system tracks both the vehicle being fueled and the driver.	✓	The fuel system, FuelMaster, requires drivers to enter the vehicle identification number, their PIN and the odometer reading.
5.5 A telematics system is in place to improve routing and scheduling of services, identify driver training issues, and provide timely fleet data.	X	There is no telematic system in use.
5.6 Information produced by systems are routinely used to make management decisions and reports are provided to customer departments.	~	There is no central system to act as a repository for all fleet-related data, so Excel is used extensively to track relevant data.

Criteria	Rating	Comment
5.7 A formal performance measurement system is in place to track the effectiveness of service outcomes, and that performance levels compare reasonably well to industry benchmarks.	~	Village Hall is regularly updated on pool vehicle costs and usage.

The following points discuss our findings and recommendations related to the Village's usage of technology.

3.5.1 Fleet Management Information System (BP 5.1)

Using a FMIS is not just for housing maintenance costs. It tracks asset inventory, unit assignments, labor time expended, specific part information for warranty claims, and much more. Unfortunately, many times fleets do not take full advantage of the reporting capabilities of having a FMIS. In addition, using departments may not know that the information is available when they are doing their own assessments of vehicle use and cost. Fully instructing all direct and indirect fleet customers on the usage and capabilities is a good start to developing a long-term replacement strategy with known data sets.

Currently, Pleasant Prairie is using Cityworks, which is not a true FMIS.

3.5.2 Telematics (BP 5.5)

Many of the recommendations in this document, such as tracking utilization and generating high quality data for decision-making, can be facilitated with the use of a telematics system that can collect information on vehicles and operations. Some of the data that can be collected includes:

- Location
- Odometer readings
- Maintenance issues
- Fuel consumption
- Idling time
- Driver behavior (speeding, fast accelerations, etc.)

This data can be used for a variety of decision-making and other purposes, including the identification of lightly used assets, justification for vehicle replacement,

recommendations for electrification, opportunities for driver training and protection in the case of accusations against innocent drivers.

Most telematics providers will demonstrate that the introduction of this technology will result in efficiency savings totaling more than the costs of the product.

3.5.3 Performance Measurement Framework (BP 5.6, 5.7)

Performance measurement is a valuable management tool that can be used to increase efficiency and accountability within an organization. The use of year-to-year historical data and industry benchmarks to measure performance can provide management with the data necessary to recognize and diagnose potential problem areas as well as opportunities for improvement. Performance measures also provide the organization with the information necessary to communicate the value of the services it provides. It is not possible for an organization to optimize its performance without establishing concrete, measurable, and challenging goals.

The Village should use a fleet management system and reporting capability to track several performance measures. These are listed and discussed below:

- **Average Fleet Age:** This measure tracks the average age of the fleet in comparison to average replacement cycles. Major classes of vehicles and data for different customer groups should be tracked separately. Trends should be presented for multiple years and associated with other Key Performance Indicators (KPIs) as the age of the fleet has a fundamental impact on program performance.
- **Fleet Availability:** This measure tracks the percentage of the fleet that is available for work each day. The calculation is simply the total number of vehicles and pieces of equipment in the fleet divided by the number of vehicles out of service for repair (i.e., in the shop, waiting in the deadline to come into the shop, or at a vendor). The target of performance for this KPI is 95%.
- **Service Turnaround Time:** This measure tracks the percentage of repairs that are completed within 24 and 48 hours. A good target of performance for this KPI is 70% of repairs and services completed in 24 hours and 90% in 48 hours.
- **Scheduled Repairs:** This measure tracks the percentage of workorders resulting from scheduled activities (such as preventative maintenance (PM), inspections, work discovered during PMs and inspections, recalls, etc.) versus unscheduled activities (such as breakdowns and road calls). The standard of performance for this KPI is at least 60% scheduled.

- **Downtime:** This measure tracks segments of downtime while vehicles are down for repair. The entire lifecycle of a work order should be tracked including waiting for a mechanic or shop bay, waiting for customer approval, under repair, waiting for parts, at a vendor, waiting for validation and closure, waiting for customer pickup, etc. Tracking of this measure enables a fleet organization to understand what activities are causing downtime and delays so they can be managed.
- **PM Compliance:** This KPI measures the percentage of PMs and scheduled inspections that are completed before they are overdue. The target of performance for this KPI is 90%.
- **Billable Hours:** This KPI tracks how productive mechanics are in terms of the annual number of hours billed to work orders. The target for this KPI is 70% of annual regular payroll hours (1,456 of 2,080 hours per year).

The Village should review all the reporting requirements listed and either begin tracking or amend the KPIs listed above and develop a reporting matrix that describes who should receive what information at what frequency.

Reporting Matrix. A carefully developed reporting matrix is an excellent tool to demonstrate what information should be collected and reported to what level of management and at what frequency. An example appears below:

Information	From	To	Time	Means
Preventive Maintenance	Fleet Manager	Divisions	Monthly	FIMS alert
Compliance	Fleet Manager	Co. Manager	Quarterly	Fleet Report
Downtime	Fleet Manager	Divisions	Monthly	FIMS alert
Fuel Usage	Fleet Manager	Divisions	Monthly	Email

Recommendations:

15. **Explore acquiring a dedicated FIMS.**
16. **Acquire a telematics solution to support data gathering and improve fleet efficiency.**
17. **Review performance metrics that are needed for effective management and develop a system for reporting using a FIMS system.**

3.6 Sustainability

Sustainability and an overall reduction in the carbon footprint of fleet operations are dependent upon long-term strategies supported by sound process and policy decisions. Improving sustainability of the fleet will require effective communication with all fleet users.

There are various tools available that help fleet managers track and analyze fleet performance over time and assess progress towards meeting sustainability goals. By tracking and analyzing vehicle data, fleet managers can adapt procurement, maintenance, and operational processes as the electrified vehicle market continues to evolve.

The following table shows how the Village compares to best practices in sustainability.

Criteria	Rating	Comment
6. Sustainability		
6.1 The organization has a Sustainable Plan with goals to meet the Net-Zero targets of the Federal government.	X	There is no Sustainability Strategy.
6.2 The organization uses telematics to measure Greenhouse Gas (GHG) emissions.	X	There is no current use of telematics to track emissions.
6.3 The organization tracks and seeks to lower fuel usage.	~	Crews are encouraged not to idle.
6.4 Documented justification is required if alternative fuel vehicle is not selected.	X	Documentation is not required.
6.5 Fueling infrastructure is adequate to meet the needs of current alternative fuel vehicles in the fleet.	✓	There are no EVs, therefore there is no need for charging infrastructure.
6.6 Future infrastructure needs are being planned for to accommodate sustainable fleet vehicles in the future.	X	The Village is not planning for sustainable vehicles at this time.
6.7 Considers sharing vehicles among departments/ divisions, and short-term rental vehicles for back-up or surge needs rather than oversizing fleet or infrastructure.	✓	Vehicles are shared among departments, as needed and as availability allows. There is a motor pool at Village Hall.

6.8 Prioritizes simple low-power overnight charging and designs higher power charging for shared use between employees and the public.	X	There is no charging infrastructure
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The following points discuss areas for improvement in sustainability.

3.6.1 Sustainability Plan (BP 6.1)

Many organizations are questioning whether this is the time to green their fleet. They want to be proactive but recognize the real barriers of acquisition costs and vehicle availability. Range and charging are also challenges that must be dealt with. Best-in-class organizations are taking these issues into account and adopting sustainability plans that set goals, take steps toward those goals, and remain flexible to adjust goals as the situation changes.

Pleasant Prairie currently does not have a Sustainability Plan in development to meet federal and state mandates.

3.6.2 Greenhouse Gas Reporting (BP 6.2)

As discussed under Section 3.5.2, having a telematics solution not only helps in the decision-making on current vehicles for repairs, maintenance and overall operations, it can also show how reducing the carbon footprint of an organization benefits its citizens.

Currently, the Village does not have a telematics solution in place.

3.6.3 Idling (BP 6.3)

Using advanced vehicle technologies can be, and should be, part of any idle reduction program. Additionally, a voluntary anti-idle program needs to include an education and training component for it to be successful. The operators/drivers can help ensure the success of the program or they can negatively impact its effectiveness. Voluntary idle reduction is one of the easiest and most affordable ways to reduce emissions and fuel burn. Defining the rules and objectives to employees should be one of the first steps when moving the fleet to a sustainability program. The following are examples of policy/procedure statements that organizations should consider developing for the anti-idling program:

- Engines should be turned off as quickly as possible after arriving at the jobsite or work location.

- Vehicle should not be restarted until departing work location.
- Fleet vehicles should typically be moving when the engine is on.
- Warm-up period for fleet vehicles should be limited to no more than 30 seconds.
- Set parameters for allowable idle times. Exceptions should be well defined and based on mission and extreme weather conditions.

Most employees will understand and support the value in eliminating the waste of fuel and the subsequent health concerns associated with the emissions. Researchers estimate that heavy and light-duty vehicle idling wastes about 6 billion gallons of fuel annually. Idling is expensive. An idling car wastes up to .5 gallons of fuel per hour. Each gallon of fuel burned emits about 20 lbs. of carbon dioxide, a greenhouse gas. Tailpipe emissions contribute to the formation of ground-level ozone, which can damage lungs. Idling laws differ by location, vehicle type/weight, fuel type, and outside temperature.

In addition to wasting fuel and creating harmful emissions, idling is contributing to an escalation in vehicle maintenance related issues and cost. Many large fleets estimate that up to 30% of their fleet maintenance budget is related to Aftertreatment Systems (ATS). Fleet equipment by nature of its work mission and design, is subject to a great deal of idling daily. Idle mitigation technologies or a voluntary anti-idling program, are key to reducing waste and maintenance costs. While it is not practical to suggest that all ATS related repairs could be eliminated using Idle Mitigation/Idle Reduction technologies and programs, it is safe to suggest that a significant reduction in ATS repairs and costs will take place. Some organizations provide individual “scorecards” to drivers/operators to show how the reductions in idling hours are providing a positive impact on fuel consumed and emissions reductions.

To help ensure success, the Village should recognize and reward model behavior and coach those who do not meet company expectations. Telematics data can provide the necessary data to support the model behavior and the coaching opportunities.

3.6.4 Alternative Vehicle Selection (BP 6.4, 6.6, 6.8)

There are often debates over the emissions associated with producing and using alternative fuels. This can lead to lack of planning for future investments into alternative vehicles and the associated charging infrastructure.

The Village should set realistic and achievable goals based on improvements in advanced vehicle technologies and alternative fuels availability. All the options such as EV's/Alternative fuel vehicles, idle mitigation, low rolling resistance tires, etc. are tactics

to drive Pleasant Prairie to its goal of being a more sustainable organization for its employees and citizens.

Recommendations:

- 18. Create a Sustainability Plan.**
- 19. Acquire a telematics solution to support data gathering for monitoring emissions.**
- 20. Conduct information seminars on idling and reward changed behavior.**

4. Replacement Plan

4.1 Introduction

Vehicles and equipment should be replaced at the point that will minimize the Total Cost of Ownership (TCO) to the Village. This is usually just before the maintenance costs associated with an older vehicle start to spike. The Village should establish replacement lifecycles which can be used as a basis for planning future capital expenditures or as criteria for evaluating when it is time to replace assets.

Matrix has recommended a set of replacement cycles that can be used for each classification of motorized vehicles and equipment in the fleet. The following table shows these recommended total lifecycles for each unit type, as well as an estimate of the total replacement value for the class. The number of vehicles shown represents the composition of the Village-owned fleet, less small handheld equipment and attachments. after vehicles planned for surplus have been removed from the fleet. It does not include trailers, compressors, generators, pumps, handheld tools, or other non-motorized assets.

Fig 1: Fleet Count, Recommended Lifecycle, and Estimated Total Replacement Value by Classification

Row Labels	Count	Lifecycle	Estimated Total Replacement Value
Bus	1	10	\$129,815
Cart/ATV	5	10	\$175,271
MD Equipment	22	20	\$1,543,723
MD Equipment Skid	3	15	\$243,000
HD Equipment	9	20	\$1,862,575
HD Mower	2	20	\$344,000
Mower	13	10	\$348,144
SUV	14	10	\$648,530
Sweeper	1	8	\$176,212
Truck LD	17	10	\$936,283
Truck MD	13	12	\$1,244,174
Truck MD Aerial	2	15	\$321,154
Truck 1 Ton	7	12	\$463,476
Truck HD	22	15	\$5,509,991
Truck HD Jet/Vac	2	15	\$1,028,434
Truck HD Refuse	6	6	\$1,805,088
Truck HD Refuse Rear Load	1	12	\$300,848
Van	11	10	\$890,680

Row Labels	Count	Lifecycle	Estimated Total Replacement Value
Pump/Motor	6	20	\$381,745
Router	2	10	\$68,440
Total	159		\$18,421,583

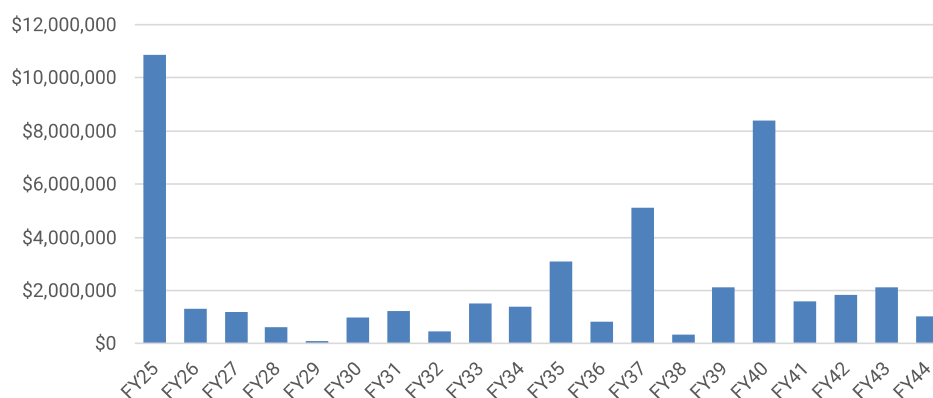
Establishing and using replacement lifecycles will prevent the recurrence of an aged fleet, which is costly and inefficient for the Village. Lifecycles should be reviewed regularly, especially in conjunction with fuel and maintenance data. These types of lifecycles can be used to develop a multi-year capital replacement plan, as described in the following subsection.

Replacement Plan

Using the fleet inventory provided by the Village, the planned disposal of selected units, and our replacement value estimates, the Matrix forecasting tool provides an estimate of approximately \$1,467,000 (increasing with inflation hereafter) in average annual funding required for replacement of the vehicle and equipment fleet. While the actual amount will vary depending on the replacement cost of the individual units due for replacement each year, an average of \$1,467,000 per year (in 2024 dollars) would be sufficient to keep the fleet current according to recommended lifecycles.

Using the established lifecycles and fleet classifications above, the future replacement funding needs for each vehicle can be determined by calculating the next year it is due for replacement and applying an inflation calculator (in this case, 3.5%). The following chart shows the resulting fleet-wide expenditure amount in each of the next 20 years¹.

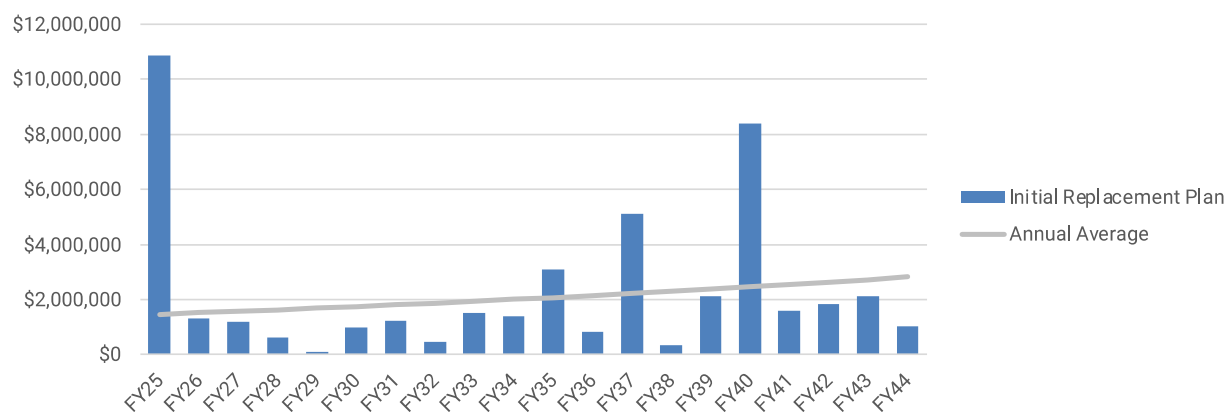
Fig 2: Fleet Replacement Cost by Year – Initial Plan



¹ Assumes that leased vehicles are bought out of their lease upon termination for reduced book value, and replaced with purchases according to recommended replacement cycle thereafter.

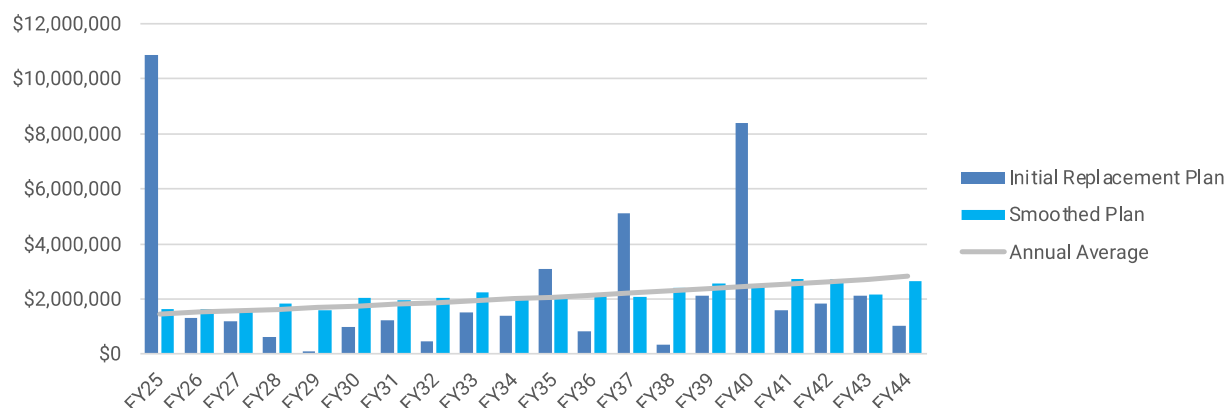
As this chart shows, the funding required to replace all the aged units as well as those due for replacement in FY25 would be over \$10.8 million, many times greater than the \$1.47 million baseline need for replacement funding. In the following year, just \$1.3 million of fleet units would be due for replacement, and each year thereafter varies. The expenditures of a given year may not be required until vehicles arrive, which may not be for some years due to long delivery times. The targeted replacement year based on the established lifecycles, however, equates to sizeable spikes and valleys in funding need. The following chart shows this level of funding compared to the annualized replacement funding needs of the fleet.

Fig 3: Fleet Replacement Cost by Year – Compared to Annual Average



The Matrix Fleet Model was used to level this initial replacement plan. Spending \$10.8 million in Year 1 would result in peaks and valleys of spending in future years and is logistically impossible due to the number of transactions that would be required, as well as manufacturers' production backlogs. Instead, a smoothed approach can be taken to bring fleet replacement on schedule over multiple years. The following table and chart illustrate a schedule that aligns more closely with the Village's smoothed annual replacement funding needs.

Fig 4: Fleet Replacement Cost by Year – Smoothed Plan



In dark blue, the first plan developed shows the annual spend to bring the fleet into lifecycle immediately. The light blue shows an approach where some replacement is delayed to smooth annual expenditures to the degree possible and to account for manufacturers' order delays. Both approaches assume that leased vehicles are bought out of their lease upon termination for reduced book value and replaced with purchases according to recommended replacement cycle thereafter.

This plan would require annual expenditures as shown in the smoothed column, which has been developed by applying a delayed replacement year to certain vehicles in the fleet to smooth the date of the expenditure. The total cost fluctuates some from year to year, but it largely aligns with the annualized figure of \$1.47 million in 2024 dollars, and it never approaches the \$10.8 million needed in Year 1 under the initial plan.

Fig 5: Fleet Replacement Cost by Year – Initial vs. Smoothed Plans

Year	Initial Replacement Plan	Smoothed Plan
2025	\$10,833,731	\$1,601,682
2026	\$1,280,398	\$1,588,553
2027	\$1,208,201	\$1,662,579
2028	\$643,650	\$1,860,537
2029	\$110,964	\$1,593,885
2030	\$982,187	\$2,019,042
2031	\$1,237,388	\$1,943,725
2032	\$454,865	\$2,053,146
2033	\$1,525,120	\$2,244,331
2034	\$1,372,448	\$2,044,533
2035	\$3,099,850	\$2,095,940
2036	\$832,357	\$2,104,991

Year	Initial Replacement Plan	Smoothed Plan
2037	\$5,120,211	\$2,099,339
2038	\$318,546	\$2,396,111
2039	\$2,114,149	\$2,558,990
2040	\$8,385,830	\$2,465,518
2041	\$1,578,848	\$2,720,552
2042	\$1,817,572	\$2,715,510
2043	\$2,119,348	\$2,168,795
2044	\$1,026,713	\$2,641,142

By adopting this approach, the Village can replace old vehicles and establish a sustainable system for keeping the fleet up to date. The following table summarizes the number of units, by classification, which will be replaced in each of the next 15 years under this plan.

Fig 6: Fleet Replacement Count by Classification – Smoothed Plan

Classification	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Bus									1						
Cart/ATV			1	2	1					1			1	2	1
MD Equipment		2	2		2		1	2	2		1	2			3
MD Equipment Skid					2							1			
HD Equipment	1			1		1					1	1	1		
HD Mower									1					1	
Mower			1		1	3	1	4	1	2			1		1
SUV	6		1	1	2	1	2	7					1	1	2
Sweeper		1								1					
Truck LD	1	4	2	3	2	2	2	1	4		1		1	3	3
Truck MD		2	1	2	2	2	2	2						2	1
Truck MD Aerial	1										1				
Truck 1 Ton	2		2							4		1	2		
Truck HD	1	2		2	1	2	2	2	2	1	1	2		2	2
Truck HD Jet/Vac			1										1		
Truck HD Refuse	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Truck HD Refuse Rear Load										1					
Van	1		1	4	2	2	1		5		1		1		1
Pump/Motor	1		1				1	1			1				
Router				1			1							1	
Total	15	12	14	17	16	14	14	20	17	11	8	8	10	13	15

To support consistent fleet replacement, the Village should establish a Fleet Replacement Fund with consistent annual contributions for each asset to ensure that necessary funds are available to replace vehicles according to this schedule. Although annual expenditures are not perfectly consistent, the annual allotment to the Fleet Replacement Fund would be relatively consistent with only small corrections needed each year. The accumulation of the funds needed for fleet replacement will ensure a sufficient budget to support each year's smoothed replacement plan.

The use of annual depreciation for calculating replacement chargebacks is a standard methodology. This methodology has the strongest correlation to determining the appropriate set-aside. This methodology calculates the total amount needed to replace a particular vehicle, it then divides it by its lifecycle, and determines that every year this amount of funding must be collected to purchase this vehicle or equipment when it is due for replacement. Due to its standardized nature, and defensibility, the Village should base the replacement chargeback on depreciation.

Recommendations

- 21. Create a Fleet Replacement Fund with consistent annual contributions for each asset to fully fund the replacement plan.**
- 22. Dispose of vehicles as they are taken out of service and return funds from vehicle auctions or sales back into the Fleet Replacement Fund, earmarked for fleet replacement.**
- 23. Adopt standard replacement lifecycles for each asset class within the Village's fleet.**
- 24. Implement the multi-year replacement plan developed with standard replacement lifecycles to manage the composition of the fleet and accurately plan capital expenditures.**

5. Lease and Purchase Options

The two main options for an organization to acquire vehicles are to lease them or own them. This chapter covers the advantages and disadvantages of these options and discusses the current use of leases by Pleasant Prairie.

5.1 Leasing

Government organizations may consider leasing vehicles which involves an initial payment, regular monthly fees, and a termination of the arrangement at the end of the time period indicated. This offers several advantages as an acquisition method. First is the option of getting the vehicles needed without a large upfront cost. Leasing companies or Fleet Management Companies (FMC) specialize in common fleet vehicles like sedans, SUVs, and standard pickup trucks. At the end of the lease terms, the vehicles can either be handed back to the leasing company or purchased by the lessee. This keeps a steady supply of vehicles available to support operations and provides the flexibility to return vehicles earlier or keep them longer (for a fee).

In terms of disadvantages, the vehicles are acquired under a contract that may have high early termination fees. They also may have mileage clauses that restrict the number of miles that can be put on a vehicle before a penalty kicks in. In addition, if there are specialty vehicles that are needed for operations, they may not be available through a leasing company.

The table below demonstrates the advantages and disadvantages of leasing a vehicle.

Advantages	Disadvantages
The lessee replaces their vehicles every few years according to the lease terms.	The lessee does not own the vehicle at the end of the lease term.
The lessee does not have the administrative burden or financial risk of resale when the lease is completed.	Lease payments are ongoing, there is no break in monthly payments.
A lease is an operating expense that can be a tax deduction (depreciation and financing costs).	A lease may have excess fees for mileage and wear and tear.
Leased vehicles are usually newer with less maintenance issues.	The lessee cannot customize vehicle for the intended job.
Leased vehicles require a smaller cash outlay at the time of purchase.	Interest is required on monthly payments.

Advantages	Disadvantages
The lessee can normally add new vehicles quickly.	The lessee may have to settle for a vehicle that does not fully meet needs.
Maintenance can be included in the lease for an additional monthly payment.	Maintenance may have to be performed by a specific vendor which could be inconvenient.

When considering leasing, the primary decision factor is usually financial. With leasing, organizations avoid having to budget for capital funds to acquire a vehicle for use. They must consider, however, the total costs of the lease over the term.

2. Purchasing

Most government organizations acquire vehicles by outright purchase. They earmark funds during the annual budget process for capital additions and replacements, then once the budget is approved the assets can be acquired. This process may involve developing Request for Proposals (RFP), Request for Quotes (RFQ), or just obtaining three quotes for items under a certain dollar amount. Purchasing the assets can also be done using Cooperative Purchasing Agreements (CPA) or buy piggybacking from an existing contract that another governmental entity has (if allowed by the contract).

While purchasing allows an entity to acquire a needed asset, it is dependent on the availability of funds through taxation or fees. If there are not enough funds available, this can lead to delaying the acquisition of needed replacements or expansion of program offerings to citizens. It throws the replacement planning process into perpetual change to reallocate replacements into subsequent years which then delays necessary lifecycle targets.

The table below demonstrates advantages and disadvantages of purchasing a vehicle.

Advantages	Disadvantages
There are no additional fees for wear and tear or mileage overages.	Purchased vehicles experience rapid depreciation in the first few years of use.
The organization can modify or upfit the vehicle as necessary for the job.	Modifications may lower value when reselling.
The organization keeps the money when the vehicle is sold.	Realized funds from sale may not go directly back to a capital replacement fund.
The vehicle can be repaired inhouse or taken to any repair shop.	Maintenance costs will increase the longer the vehicle stays in the fleet.

Advantages	Disadvantages
There are no monthly payments.	A large initial capital outlay is required.
The purchasing decision comes down to the availability of funding. If the organization does not have a funding model for capital purchases, vehicles may not be replaced in a timely manner and new technologies cannot be added to the fleet quickly. This may also impact the operating budgets for vehicle maintenance	

5.3 Current Leased Inventory

The Village currently leases 17 assets from Enterprise. These leases were pursued as a contingency during COVID. The table below shows the leased assets by vehicle classification.

Classification	Count
SUV	6
LD Truck	6
Transit Vans	5
Total	17

A detailed analysis of the leased vehicles was completed to determine whether leasing is the best option for the Village going forward. Some important lease terms are defined:

Lease Start: Start date of the lease with Enterprise.

Lease End: End date of the lease with Enterprise.

Initial Payment: First payment made to Enterprise that covers the partial time between the lease start to the first full month, plus the first full month.

Monthly Payment: Payment made each month to Enterprise.

Capital Price: The price of the new vehicle from Enterprise. This would have been the price if the vehicle had been purchased outright.

Book Value: Value of the vehicle that Enterprise has on its books at the end of the lease term.

The following table summarizes the leasing terms of all 17 leased vehicles.

#	Vehicle Type	Lease Start	Lease End	Initial Payment	Monthly Payment	Capital Price	Book Value
1221	SUV	06/07/2022	07/01/2025	\$1,509.60	\$588.72	\$33,361.05	\$18,052.36
2221	SUV	05/10/2022	06/01/2025	\$1,454.73	\$590.89	\$33,283.42	\$18,061.49
2222	SUV	05/10/2022	06/01/2025	\$1,454.73	\$590.89	\$33,283.42	\$18,061.49

#	Vehicle Type	Lease Start	Lease End	Initial Payment	Monthly Payment	Capital Price	Book Value
2223	SUV	09/09/2022	10/01/2025	\$1,503.67	\$605.29	\$33,361.05	\$18,093.09
2224	SUV	09/15/2022	10/01/2025	\$1,378.55	\$609.16	\$33,391.24	\$18,232.08
6225	SUV	08/23/2022	09/01/2025	\$1,462.94	\$595.44	\$33,033.29	\$18,168.17
6226	LD Truck	10/12/2022	11/01/2027	\$1,748.75	\$871.80	\$49,247.52	\$12,005.88
6231	LD Truck	12/29/2022	01/01/2026	\$1,284.97	\$889.99	\$51,283.45	\$31,125.01
7230	LD Truck	12/29/2022	01/01/2026	\$1,284.97	\$889.99	\$51,283.45	\$31,125.01
7231	LD Truck	12/29/2022	01/01/2026	\$1,409.50	\$907.18	\$52,286.80	\$31,581.40
7232	Van	08/11/2023	09/01/2028	\$1,544.38	\$817.85	\$45,713.48	\$11,120.68
7233	Van	08/11/2023	09/01/2028	\$1,544.38	\$817.85	\$45,713.48	\$11,120.68
7234	Van	08/11/2023	09/01/2028	\$1,544.38	\$817.85	\$45,713.48	\$11,120.68
8225	LD Truck	10/12/2022	11/01/2027	\$1,753.75	\$871.80	\$49,247.52	\$12,005.88
8231	LD Truck	12/29/2022	01/01/2026	\$1,284.97	\$889.99	\$51,283.45	\$31,125.01
8232	Van	08/11/2023	09/01/2028	\$1,928.66	\$1,046.94	\$52,599.48	\$4,808.81
8234	Van	02/20/2024	03/01/2029	\$1,631.15	\$1,084.64	\$54,059.90	\$5,405.90

From this list, an analysis of the 60-month leases was completed. Using this information, a comparison was made on the cost of the lease and the purchase options.

#	Lease Term	Initial Payment	Monthly Payment	Total Payment	Capital Price	Difference
6226	60	\$1,748.75	\$871.80	\$53,634.95	\$49,247.52	\$4,387.43
7232	60	\$1,544.38	\$817.85	\$50,247.53	\$45,713.48	\$4,534.05
7233	60	\$1,544.38	\$817.85	\$50,247.53	\$45,713.48	\$4,534.05
7234	60	\$1,544.38	\$817.85	\$50,247.53	\$45,713.48	\$4,534.05
8225	60	\$1,753.75	\$871.80	\$53,639.95	\$49,247.52	\$4,392.43
8232	60	\$1,928.66	\$1,046.94	\$64,148.12	\$52,599.48	\$11,548.64
8234	60	\$1,631.15	\$1,084.64	\$66,074.91	\$54,059.90	\$12,015.01

This table shows that, for the vehicles on a 60-month lease, Pleasant Prairie will pay more than if they had purchased the vehicles. For these seven vehicles, Pleasant Prairie will spend an additional \$45,945.66 over five years, or an average of \$9k per year. If these vehicles had been purchased instead of leased, the money saved could have paid for the acquisition of an additional SUV in the fleet.

Looking at the ten vehicles that are under the 36-month lease term, Pleasant Prairie will soon need to decide whether to buy the vehicles from Enterprise at the book value, lease a completely different vehicle from Enterprise, or buy a brand-new vehicle outright.

The table below shows the costs associated with buying the current vehicle at the book value when the lease ends.

#	Lease Term	Capital Price	Total Payment	Book Value	Total	Difference
1221	36	\$33,361.05	\$22,564.80	\$18,052.36	\$40,617.16	\$7,256.11
2221	36	\$33,283.42	\$22,585.88	\$18,061.49	\$40,647.37	\$7,363.95
2222	36	\$33,283.42	\$22,585.88	\$18,061.49	\$40,647.37	\$7,363.95
2223	36	\$33,361.05	\$23,138.82	\$18,093.09	\$41,231.91	\$7,870.86
2224	36	\$33,391.24	\$23,149.15	\$18,232.08	\$41,381.23	\$7,989.99
6225	36	\$33,033.29	\$22,753.34	\$18,168.17	\$40,921.51	\$7,888.22
6231	36	\$51,283.45	\$32,884.62	\$31,125.01	\$64,009.63	\$12,726.18
7230	36	\$51,283.45	\$32,884.62	\$31,125.01	\$64,009.63	\$12,726.18
7231	36	\$52,286.80	\$33,610.80	\$31,581.40	\$65,192.20	\$12,905.40
8231	36	\$51,283.45	\$32,884.62	\$31,125.01	\$64,009.63	\$12,726.18
TOTAL		\$405,850.62	\$269,042.53	\$233,625.11	\$502,667.64	\$96,817.02

If Pleasant Prairie decides to purchase the ten vehicles when the lease ends, then they will have paid a total of \$96,817.02 more than the capitalized price of the vehicles. This highlights the disparity between leasing as a short-term solution and what happens financially over the long term when leases end.

These calculations show that the purchase prices of these assets are lower than what will be paid out over the lease term. An opportunity exists at the end of the 36 month leases to purchase the assets. By buying the vehicles once the 36 month lease has ended, Pleasant Prairie is effectively acquiring low-mileage vehicles at a reduced price. The book value of each asset can be compared to the market value of a three-year old like asset to assess whether this makes financial sense. The market values shown are of the 2022 equivalent asset from Kelly Black Book. The actual value will vary somewhat by disposal year and mileage.

#	Model	Book Value	Market Value	Difference
1221	Traverse	\$18,052.36	\$28,261	\$10,208.64
2221	Traverse	\$18,061.49	\$28,261	\$10,199.51
2222	Traverse	\$18,061.49	\$28,261	\$10,199.51
2223	Traverse	\$18,093.09	\$28,261	\$10,167.91
2224	Traverse	\$18,232.08	\$28,261	\$10,028.92
6225	Traverse	\$18,168.17	\$28,261	\$10,092.83
6231	Sierra 1500	\$31,125.01	\$39,000	\$7,874.99

7230	Sierra 1500	\$31,125.01	\$39,000	\$7,874.99
7231	Sierra 1500	\$31,581.40	\$39,000	\$7,418.60
8231	Sierra 1500	\$31,125.01	\$39,000	\$7,874.99
TOTAL		\$233,625.11	\$325,566	\$91,940.89

The advantages to buying out these leases are the retention of a vehicle with a known maintenance record, savings over purchasing new vehicles mid-lifecycle and no service disruptions while waiting for new vehicle to be added to the fleet.

To conclude, leasing vehicles, while a potential short-term solution when there are budget constraints on capital outlay, is an expensive method for acquiring vehicles when looked at over the long-term.

Recommendations

- 25. When the 36 month leases end, purchase the vehicles from Enterprise to match the proposed replacement plan.**

6. Implementation Plan

A full list of recommendations as well as the level of effort required to address them is included below. Level of effort is assigned as:

1: requires less than \$25,000 or six months to achieve.

2: requires between 6 and 12 months and \$25,000 to \$50,000 to achieve.

3: requires more than 12 months and \$50,000 to achieve.

#	Recommendation	Level of Effort
1.	Establish a permanent Fleet Steering Committee with regular meetings on fleet topics.	1
2.	Create a Fleet Policy Manual.	1
3.	Update the Driver Handbook with information specific to the driver.	1
4.	Draft Service Level Agreements with all fleet customers.	2
5.	Develop and use annual customer service surveys to identify and act on areas of improvement.	1
6.	Create a ten-year replacement plan for vehicles and equipment with associated dedicated funding to support the plan. (Part of #24)	2
7.	Explore the creation of a Sustainability Plan for the Village's fleet needs. (Part of #18)	3
8.	Develop a process or procedure document to outline the criteria for unit replacement and justification.	2
9.	Adopt standard replacement lifecycles in miles/hours and years for each asset class. Include TCO calculations in the decision-making process. (Part of #23)	2
10.	Ensure training of 40 hours per year is provided to technicians.	2
11.	Develop a matrix to determine when outsourcing is warranted for repairs.	1
12.	Enforce pre- and post-trip inspections.	1
13.	Publicize the PM schedules.	1
14.	Adopt a PM compliance mechanism to determine compliance percentage. (Part of #15)	3

#	Recommendation	Level of Effort
15.	Explore acquiring a dedicated FMIS.	3
16.	Acquire a telematics solution to support data gathering and improve fleet efficiency. (Part of #19)	3
17.	Review performance metrics that are needed for effective management and develop a system for reporting using a FIMS system.	3
18.	Create a Sustainability Plan. (Part of #7)	3
19.	Acquire a telematics solution to support data gathering for monitoring emissions. (Part of #16)	3
20.	Conduct information seminars on idling and reward changed behavior.	1
21.	Create a Fleet Replacement Fund (ISF) with consistent annual contributions for each asset to fully fund the replacement plan.	3
22.	Dispose of vehicles as they are taken out of service and return funds from vehicle auctions or sales back into the Fleet Replacement Fund.	1
23.	Adopt standard replacement cycles for each asset class in the Village's fleet. (Part of #9)	2
24.	Implement the multi-year replacement plan developed with standard replacement lifecycles to manage the composition of the fleet and accurately plan capital expenditures. (Part of #6)	3
25.	When leases end, purchase the vehicle from Enterprise to match the proposed replacement plan.	3