

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
April 1, 2019
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. 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.)
5. Administrator's Report
6. New Business
 - A. Consider and approve Resolution #19-07 Authorizing the Issuance and Sale of \$9,100,000 General Obligation Promissory Notes, Series 2019
 - B. Consider and approve Resolution #19-08 Authorizing the Issuance and Sale of \$7,900,000 Taxable General Obligation Promissory Notes, 2019
 - C. Consider and approve the Offer to Purchase for vacant known as Parcel No. 92-4-122-153-0050 between the Village of Pleasant Prairie and Creekside PP, LLC.
 - D. Consider and approve the Prairie Highlands Corporate Park Purchase and Sale Agreement between Village of Pleasant Prairie and Offsite, LLC.
 - E. Consider and approve Resolution #19-09 Authorizing the Village of Pleasant Prairie to enter into an agreement with the City of Kenosha and Wisconsin Department of Transportation for the improvement of State Highway 50.
 - F. Consider and approve the award of contract for the 2019 Ladish Tower Painting Project to Lane Tank Company, Inc.
 - G. Disallowance of Claim of Kristin Pruyn as a result of injuries and damages which occurred on September 6, 2016.
7. Village Board Comments
8. Enter into Executive Session pursuant to Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility relating to the Village Administrator position.
9. Return to Open Session and 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

RESOLUTION NO. 19-07

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$9,100,000 GENERAL OBLIGATION PROMISSORY
NOTES, SERIES 2019

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village") to raise funds for public purposes, including paying the cost of improvements to the Village's RecPlex recreation center and other projects included in the Village's adopted Capital Improvement Plan and projects included in the project plans for Tax Incremental Districts No. 5 and No. 6 (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to sell its general obligation promissory notes (the "Notes") to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of NINE MILLION ONE HUNDRED THOUSAND DOLLARS (\$9,100,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Notes aggregating the principal amount of NINE MILLION ONE HUNDRED THOUSAND DOLLARS (\$9,100,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2019"; shall be issued in the aggregate principal amount of \$9,100,000; shall be dated April 18, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1,

2019. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2025 and bearing interest at the rate of _____% per annum (CUSIP No. 728534VY1) are subject to redemption prior to maturity, at the option of the Village, on April 1, 2024 or on any date thereafter, and the Notes maturing on April 1, 2029 are subject to redemption prior to maturity, at the option of the Village, on April 1, 2028 or on any date thereafter. The Notes of each such maturity are redeemable as a whole or in part, and if in part by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2019 through 2028 for payments due in the years 2019 through 2029 in the amounts set forth on the Schedule. The amount of tax levied in the year 2019 shall be the total amount of debt service due on the Notes in the years 2019 and 2020; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2019.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The Village hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account

created below and used to pay debt service on the Notes coming due in 2019 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the Village Clerk or the Village Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 18. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 1, 2019.

John P. Steinbrink
President

ATTEST:

Jane C. Snell
Village Clerk

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by Alpine Valley Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Alpine Valley Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
KENOSHA COUNTY
NO. R-____ VILLAGE OF PLEASANT PRAIRIE \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ April 18, 2019 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$9,100,000, all of which are of like tenor, except as to denomination, maturity date, interest rate and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of improvements to the Village's RecPlex recreation center and other projects included in the Village's adopted Capital Improvement Plan

and projects included in the project plans for Tax Incremental Districts No. 5 and No. 6, as authorized by a resolution adopted on April 1, 2019. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on April 1, 2025 and bearing interest at the rate of ____% per annum (CUSIP No. 728534VY1) are subject to redemption prior to maturity, at the option of the Village, on April 1, 2024 or on any date thereafter, and the Notes maturing on April 1, 2029 are subject to redemption prior to maturity, at the option of the Village, on April 1, 2028 or on any date thereafter. The Notes of each such maturity are redeemable as a whole or in part, and if in part by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation and date of the Notes called for redemption, CUSIP number, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal

Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Pleasant Prairie, Kenosha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

By: _____
John P. Steinbrink
President

(SEAL)

By: _____
Jane C. Snell
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

RESOLUTION NO. 19-08

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$7,900,000 TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2019

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village") to raise funds for public purposes, including paying project costs included in the project plan for Tax Incremental District No. 5 (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purpose;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such notes on a taxable rather than tax-exempt basis; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to sell its taxable general obligation promissory notes (the "Notes") to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SEVEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$7,900,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Notes aggregating the principal amount of SEVEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$7,900,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2019"; shall be issued in the aggregate principal amount of \$7,900,000; shall be dated April 18, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference.

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2019. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2024 are subject to redemption prior to maturity, at the option of the Village, on April 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2019 through 2023 for payments due in the years 2019 through 2024 in the amounts set forth on the Schedule. The amount of tax levied in the year 2019 shall be the total amount of debt service due on the Notes in the years 2019 and 2020; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2019.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The Village hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Notes coming due in 2019 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the Village and

disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the Village Clerk or the Village Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 13. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 15. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 1, 2019.

John P. Steinbrink
President

ATTEST:

Jane C. Snell
Village Clerk

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by Alpine Valley Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Alpine Valley Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
KENOSHA COUNTY
NO. R-____ VILLAGE OF PLEASANT PRAIRIE \$_____
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

April 1, ____ April 18, 2019 ____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$7,900,000, all of which are of like tenor, except as to denomination, maturity date, interest rate and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying project costs included in the project plan for Tax

Incremental District No. 5, as authorized by a resolution adopted on April 1, 2019. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on April 1, 2024 are subject to redemption prior to maturity, at the option of the Village, on April 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation and date of the Notes called for redemption, CUSIP number, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider

the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Pleasant Prairie, Kenosha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

By: _____
John P. Steinbrink
President

(SEAL)

By: _____
Jane C. Snell
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

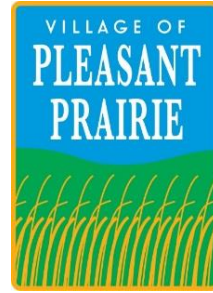
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

MEMORANDUM

To: Village Board
From: Thomas G. Shircel
Date: April 1, 2019
Re: Vacant Land Offer to Purchase between the Village of Pleasant Prairie ("Village" and "Seller") and Creekside PP, LLC ("Creekside" and "Buyer")



Office of the Assistant Village Administrator

Vacant Land Offer to Purchase:

This Vacant Land Offer to Purchase pertains to Creekside purchasing a Village-owned parcel of land (Tax Parcel Number 92-4-122-153-0050) to allow the construction of a portion of the proposed Vista at Creekside residential development. Specifically, the parcel of land to be purchased would accommodate detached garages and parking lot area which will serve 4 of the proposed 7, 20-unit workforce housing apartment buildings for the Vista at Creekside development. These future apartments, along with the land to be purchased, are located along the north side of the future 91st Street, between Old Green Bay Road and Creekside Circle.

Summary:

- **Owner (Seller):** Village of Pleasant Prairie
- **Buyer:** Creekside PP, LLC
- **Location:** Old Green Bay Road, north of future 91st Street, west of the Vistas at Creekside Development
- **Tax Parcel Number:** 92-4-122-153-0050
- **Acres:** Approximately 1.89 acres
- **Improvements:** None, vacant land
- **Survey:** Buyer's option to obtain an ALTA survey at Buyer's expense
- **Broker:** None
- **Value:** Village Assessor values all properties to determine a value
- **Proposed Use:** Accommodate future Bear Development workforce housing apartments, detached garages and parking lot
- **Sale Condition:** Sold "as is"
- **Feasibility (Due Diligence) Period:** 60 days
- **Closing Date:** No later than 15 days after satisfaction of the Feasibility Period
- **Earnest Money:** \$2,500

RECOMMENDATION

The Village staff recommends that the Village Board approve the Vacant Land Offer to Purchase between Creekside PP, LLC and the Village of Pleasant Prairie for a total Purchase Price of **\$76,700.**

Vacant Land Purchase (Bear) VB Memo 4-1-19

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON March 20, 2019 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**
3 **GENERAL PROVISIONS** The Buyer, Creekside PP, LLC or assigns
4 _____, offers to purchase the Property
5 known as [Street Address] _____ Tax Parcel No. 92-4-122-153-0050
6 in the Village of Pleasant Prairie, County of Kenosha, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ PURCHASE PRICE: Seventy-Six Thousand, Seven Hundred
9 _____ Dollars (\$ 76,700.00).
10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 2,500.00
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 ■ **ZONING:** Seller represents that the Property is zoned: n/a
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before April 5, 2019. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): Jean M. Webrie-Harris
41 Buyer's recipient for delivery (optional): Stephen R. Mills
42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)
44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: 99915 39th Avenue, Pleasant Prairie, Wisconsin 53158
50 Delivery address for Buyer: 4011 80th Street, Kenosha, WI 53142
51 ☐ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): jwebrie@plprairiewi.com
56 E-Mail address for Buyer (optional): jeh@beardevelopment.com
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** ~~Seller represents to Buyer that as of the date of acceptance Seller has no~~
64 ~~notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those~~
65 ~~identified in the Seller's disclosure report dated _____, which was received by Buyer prior to~~
66 ~~Buyer signing this Offer and which is made a part of this Offer by reference~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 ~~and Buyer hereby waives the right to receive a Real Estate Condition Report and shall~~
68 ~~accept the Property in an "as-is" condition.~~

69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than See Addendum A
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and _____

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 ☐ Current assessment times current mill rate (current means as of the date of closing)

82 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 ☐

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are **none**

97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **n/a** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **n/a** **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- a. ~~Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.~~
- b. ~~Government agency or court order requiring repair, alteration or correction of any existing condition.~~
- c. ~~Land division or subdivision for which required state or local approvals were not obtained.~~
- d. ~~A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.~~
- e. ~~A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.~~
- f. ~~Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).~~
- g. ~~Material violations of environmental rules or other rules or agreements regulating the use of the Property.~~
- h. ~~Conditions constituting a significant health risk or safety hazard for occupants of the Property.~~
- i. ~~Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.~~
- j. ~~A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.~~
- k. ~~Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.~~
- l. ~~High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.~~
- m. ~~Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out of service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.~~

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

n/a FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

- ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
- ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

n/a APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

- ~~n. Defects in any septic system or other sanitary disposal system on the Property or out of service septic systems not closed/abandoned according to applicable regulations.~~
- ~~o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.~~
- ~~p. Brownfields (abandoned, idled or under used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.~~
- ~~q. Lack of legal vehicular access to the Property from public roads.~~
- ~~r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.~~
- ~~s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.~~
- ~~t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.~~
- ~~u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.~~
- ~~v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.~~
- ~~w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.~~
- ~~x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.~~
- ~~y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.~~
- ~~z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.~~
- ~~aa. Existing or abandoned manure storage facilities on the Property.~~
- ~~bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~
- ~~cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).~~
- ~~dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use value conversion charge or the payment of a use value conversion charge has been deferred.~~

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 n/a **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 _____

308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **[CHECK]**

327 **[ALL THAT APPLY]:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
328 ☐ other: _____.

329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE]**
330 **[ONE]** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337 _____

338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]:** ☐ electricity _____;
341 ☐ gas _____; ☐ sewer _____; ☐ water _____;
342 ☐ telephone _____; ☐ cable _____; ☐ other _____.

343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 n/a **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐
348 occupancy permit; ☐ other _____ **[CHECK ALL THAT APPLY]**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 n/a **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____.

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS

Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

DISTRIBUTION OF INFORMATION

Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY

You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

n/a SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: **no exceptions**

If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

TITLE EVIDENCE

CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and **n/a**

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than **15** days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within **15** days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding **5** days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

ADDITIONAL PROVISIONS/CONTINGENCIES The Title Policy to be provided hereunder shall be issued by First American Title Insurance, National Commercial Services. Further, notwithstanding any provision herein to the contrary, the Earnest Money shall be held by First American Title, as Escrow Agent.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

503 n/a **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
512 **well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within ____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☒ **ADDENDA:** The attached _____ Addendum A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] _____ Stephen R. Mills

536 Bear Commercial, LLC on March 20, 2019

537 (x) [Signature] March 20, 2019

538 Buyer's Signature ▲ Print Name Here ► Creekside PP, LLC or assigns Date ▲

539 (x) _____

540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (By) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► Village Board President Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Village Clerk, Attest Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Addendum A to Residential Offer to Purchase

This Addendum is hereby incorporated into the attached Vacant Land Offer to Purchase dated March 20th, 2019, as executed by Creekside PP, LLC, or its assigns, as Buyer and the Village of Pleasant Prairie as Seller, for the purchase and sale of certain real property of Seller, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

1. Feasibility Contingency

- A. Buyer shall have from the Effective Date of this Agreement through and including the sixtieth (60th) day following said Effective Date (the “**Feasibility Period**”) to determine the feasibility of Buyer’s planned development of the Property for Buyer’s intended use.
- B. In the event Buyer fails, prior to the expiration of the Feasibility Period to elect in writing to either terminate this Agreement or proceed to Closing, such failure shall not be deemed a default of Buyer under this Agreement but shall be deemed an election by Buyer to waive this contingency. At any time prior to the end of Feasibility Period, the Buyer may, for any reason, in the exercise of its sole and absolute discretion, cancel this Agreement. If such cancellation is made prior to the expiration of the Feasibility Period, Buyer shall receive a refund of the Deposit and all interest accrued thereon.
- C. Until Closing, Buyer shall have the right to seek various governmental and quasi-governmental approvals, permits, certifications, clarifications, authorizations, agreements, or other entitlements deemed necessary or desirable by Buyer for its intended use of the Property, including but not limited to, zoning ordinance approvals, clarifications, variances, or changes (the “**Governmental Approvals**”). Seller shall, in all ways, fully cooperate with Buyer in the pursuit of the Governmental Approvals including, without limitation, executing any application and other documents or instruments related thereto as reasonably requested by Buyer, but Seller will not be required to expend funds to assist Buyer.
- D. With respect to Buyer’s right to terminate this Agreement prior to expiration of the Feasibility Period as set forth herein, the parties hereto agree, covenant, acknowledge and represent as follows:
 - i. That each such contingency represents a negotiated term that is clearly understood and agreed to by each party of this Agreement.
 - ii. That each party specifically waives any and all rights to challenge the enforceability of this Agreement on the basis that (a) the agreements, conditions and contingencies are vested in and at the sole discretion of either one of the parties and may in fact benefit one party and not the other, and (b) that the agreements, conditions and contingencies contained in this Agreement are illusory.

iii. That this contingency is a material term of this Agreement, without which neither Buyer nor Seller would enter into same with the other party.

- E. During the Feasibility Period, Buyer may, at Buyer's expense, obtain a current ALTA survey of the Property, dated subsequent to the Effective Date of this Agreement in accordance with the "Minimum Standard Detail Requirements for Land Title Surveys" adopted by the American Title Association and the American Congress on Survey and Mapping (2011) (the "**Survey**"). The surveyor shall certify the Survey to the Title Insurer, the Buyer, and the Buyer's lender, if any. The Survey shall show each Schedule B exception contained in the Commitment and its effect on the Property.
2. Broker Disclosure. Stephen C. Mills and Stephen R. Mills are licensed real estate brokers in the State of Wisconsin and are each Members of Creekside PP, LLC. Buyer is buying the Property for investment purposes. Both parties represent that no broker is involved in this Agreement.
3. Closing. The Closing shall occur at a place and time designated by Buyer, but in any event, shall occur no later than 15 days following the waiver or satisfaction of the Feasibility Contingency (the "Closing").
4. Assignment. This Agreement may be assigned by Buyer, in its sole discretion, to any assignee selected by said Buyer.

Dated this 20th day of March, 2019

Buyer:

Creekside PP, LLC



Stephen R. Mills, Authorized Member

Seller:

Village of Pleasant Prairie

John Steinbrink, Village Board President

Attest:

Jane C. Snell, Village Clerk

MEMORANDUM

To: Village Board
From: Nathan R. Thiel
Date: April 1, 2019
Re: Purchase and Sale Agreement between Offsite, LLC
("Buyer") and the Village of Pleasant Prairie ("Seller")



Office of the Village Administrator

Purchase and Sale Agreement ("PSA"):

With this PSA between Offsite, LLC and the Village of Pleasant Prairie, Offsite is seeking to purchase land in Prairie Highlands Corporate Park ("PHCP") for the development of a data center building, along with associated site improvements, to store third party data. Specifically, the approximate 12 acre PHCP parcel will be located immediately north of the environmental/storm water basin corridor and west of 128th Avenue.

Summary:

- **Owner (Seller):** Village of Pleasant Prairie
- **Buyer:** Offsite, LLC
- **Proposed Use:** Data Center to store 3rd party data
- **Acres:** 12 acres in PHCP
- **PHCP Declaration:** Amend PHCP Declaration to restrict other property in PHCP from being used as a data center
- **Development Agreement:** Required
- **PHCP Architectural & Development Control Committee:** Approval required
- **We Energies:** Subject to Wisconsin Electric Power Co. providing sufficient electric power to the site
- **Village Approvals:** Subject to Buyer obtaining Village Approvals
- **Zoning:** M-5, Production Manufacturing District
- **Due Diligence Period:** Through November 30, 2019
- **Closing date:** 30 days after Due Diligence
- **Earnest Money:** \$10,000
- **Broker Fee:** 6% at Closing to Founders3, paid by Village
- **Purchase Price:** \$2,226,000 (\$185,000/acre - per net usable acres)

RECOMMENDATION

The Village staff recommends that the Village Board approve the Purchase and Sale Agreement between Offsite, LLC and the Village of Pleasant Prairie for a Purchase Price of **\$2,226,000.**

Purchase and Sale Agreement (Offsite) VB Memo 4-1-19

PRAIRIE HIGHLANDS CORPORATE PARK PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the ____ day of _____ ("Effective Date") by and between **OFFSITE, LLC**, a Delaware limited liability company ("Buyer") and **THE VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation ("Seller").

1. **PROPERTY.** Seller hereby agrees to sell and Buyer hereby agrees to buy that certain real property located in the Village of Pleasant Prairie ("Village"), County of Kenosha, State of Wisconsin, containing approximately twelve (12) acres of land as more particularly described and depicted on Exhibit A attached hereto ("Property").

2. **PRICE.** The purchase price ("Purchase Price") for the Property shall be Two Million Two Hundred Twenty-six Thousand Dollars (\$2,226,000); provided, however, the Purchase Price is calculated on the basis of \$185,500 per Net Usable Acre of land and the Purchase Price shall be adjusted to be \$185,500 per Net Usable Acre of land in the Property, to be paid as follows:

(a) Earnest money in the amount of Ten Thousand Dollars (\$10,000.00) ("Deposit") shall be paid to the Title Company, as hereinafter defined, within three (3) business days after the Effective Date, to be applied toward the Purchase Price unless otherwise provided herein.

(b) The remaining balance shall be paid in cash at Closing by wire transfer of immediately available funds.

(c) "Net Useable Acres" shall be calculated (to the nearest one tenth (1/10) of one acre) by taking the total acreage within the boundaries of the Property, less (i) any land dedicated, reserved, excepted or used for road purposes and (ii) any land which lies within a wetland, floodplain, or environmental corridor. The total Net Useable Acreage of the Property shall be certified on the Survey and Seller and Buyer shall accept such certification as the basis for calculating any adjustments to the Purchase Price.

3. **BUYER'S CONTINGENCIES.**

(a) Buyer shall be entitled to investigate and inspect the Property and to conduct due diligence from the Effective Date through November 30, 2019 ("Due Diligence Period"). This Agreement is subject to the contingency that Buyer reasonably determines that the Property is suitable for Buyer's intended use prior to the expiration of the Due Diligence Period

(b) The Seller is a body politic and the Village Board and/or Plan Commission must approve any amendments to the zoning ordinances, a certified survey map creating the Property as a separate parcel (the "CSM"), Buyer's site and operational plan and certain other matters regarding the development and use of the Property (collectively, "Municipal Approvals"). Pursuant to Village ordinances, Buyer must apply for and obtain all such

Municipal Approvals in order to develop the Property. Both parties acknowledge that the Municipal Approvals must be obtained as part of a public process, governed by all applicable law and ordinances, which may require certain approvals from the Village Board and/or Plan Commission. Pursuant to the Declaration (as hereinafter defined), Buyer must also apply for and obtain certain approvals from the Architectural and Development Control Committee (established pursuant to the Declaration) of Buyer's development and construction plan, proposed uses and certain other matters regarding the development and use of the Property ("Declaration Approvals") (the Municipal Approvals and the Declaration Approvals are collectively referred to as the "Approvals"). This Agreement is subject to the contingency that Buyer obtains all of the foregoing Approvals prior to the expiration of the Due Diligence Period.

(c) This Agreement is subject to the contingency that Seller, at Seller's expense, shall provide the infrastructure improvements outlined on Exhibit B attached hereto ("Seller's Improvements") to the Property prior to the expiration of the Due Diligence Period.

(d) This Agreement is subject to the contingency that Wisconsin Electric Power Company is able to provide sufficient electrical power to the Property for Buyer's use as a data center being used exclusively for storing third parties' data in computers located on the Property prior to the expiration of the Due Diligence Period.

(e) In the event that Buyer is unable to satisfy the contingencies provided in subsections (a), (b), (c) or (d) prior to the end of the Due Diligence Period, Buyer shall have the right to terminate this Agreement by written notice to the Seller, in which event the Deposit shall be refunded to Buyer and neither party shall have any further obligations hereunder, except for those obligations that specifically survive the termination hereof. In the event of Closing hereunder, the Deposit will be applied as a credit to the Purchase Price.

4. **DEVELOPMENT AGREEMENT.** Buyer and Seller agree to negotiate a development agreement ("Development Agreement") regarding the Buyer's development of the Property after Closing hereunder prior to the end of the Due Diligence Period. Buyer acknowledges that the Property is in a tax incremental financing district and that a covenant by Buyer for the timely completion of Buyer's improvements will be required to reimburse Seller for the infrastructure improvements being made to the Property through the tax incremental financing district. In addition, such Development Agreement will contain a restriction against tax exempt uses for the Property, a restriction against contesting the ad valorem assessed value of the Property using as evidence of its value the sales of properties with buildings that were abandoned or vacated and such other provisions required by Seller. In the event that a Development Agreement acceptable to both parties has not been negotiated during the Due Diligence Period, either party may terminate this Agreement by written notice to the other party.

5. **TITLE EVIDENCE.** Seller shall cause to be delivered to Buyer, within fifteen (15) days after the Effective Date, a commitment to issue ("Title Commitment") an ALTA owner's policy of title insurance in the amount of the Purchase Price ("Title Policy") issued by a nationally recognized title insurer selected by Seller, licensed to do business in the State of Wisconsin ("Title Company"). The final Title Policy issued pursuant to the Title Commitment shall show title to the Property as of the date of Closing to be subject only to the Permitted Encumbrances.

"Permitted Encumbrances" shall mean all exceptions contained in the Title Commitment or Survey (a) to which Buyer does not object as herein provided or (b) as to which Buyer has waived or is deemed to have waived its objection; provided, however, that the term Permitted Encumbrances shall in no event include and Buyer shall not be required to object to (i) any taxes or assessments other than general real estate taxes for the year of Closing, not yet due and payable; (ii) any monetary judgments, liens or encumbrances; (iii) any matters that Buyer causes the Title Company to delete from the Title Commitment or the Surveyor to delete from the Survey; (iv) any matters that, prior to Closing, Seller agrees in writing to remove or cure at or before Closing.

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 the lender's pay out statement or such satisfaction or release is delivered 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.

Buyer shall have thirty (30) days after receipt of the Title Commitment and Survey provided in Section 7 to object in writing to any condition of title. Buyer's failure to so 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. Seller shall use diligent good faith efforts to remove any title objections Buyer has. 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 reasonable 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 shall not be required to pay money to third parties to correct such conditions of title, other than monetary liens. Seller's inability to correct any such condition of title shall not constitute a default by Seller hereunder. If Buyer does not, within fifteen (15) 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.

No more than ten (10) days and no less than five (5) days prior to Closing, the Title Company shall deliver to Buyer an update of the Title Commitment ("Final Title Commitment"). On or before the Closing, Buyer shall notify Seller, in writing ("Final Title Notice"), of any objections to title which are disclosed on the Final Title Commitment, which were not contained on the Title Commitment. Seller shall use good faith efforts to attempt to remove any such title objections with respect to the Final Title Commitment. If such objections cannot be removed within thirty (30) days from the date Seller receives Buyer's Final Title Notice, Buyer shall elect, in writing within fifteen (15) days thereafter either (i) to terminate and cancel this Agreement; or (ii) to waive the title objection and proceed with Closing. If Buyer terminates this Agreement pursuant to subsection (i) in the previous sentence, the Deposit shall be returned to Buyer and neither party shall have any obligation to each other hereunder, except for those obligations that specifically survive the termination hereof.

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.** Seller shall, at its expense, have the CSM prepared for the Property by a surveyor of Seller's choosing. Seller shall provide the Buyer with the proposed CSM within thirty (30) days after the Effective Date. The CSM shall be subject to approval by the Buyer as part of its due diligence under Paragraph 3 above. Buyer may, at its expense, obtain a current ALTA survey of the Property within thirty (30) days after the Effective Date which shall be subject to approval by the Buyer as part of its due diligence under Paragraph 3 above. Buyer shall provide a copy of the ALTA survey to Seller and the Title Company within five (5) business days after the Buyer's receipt thereof.

8. **DECLARATION.** Buyer acknowledges and agrees that the Seller has recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highland Corporate Park ("Declaration"), recorded with the Kenosha County Register of Deeds as Document No. 1820147 as amended by First Amendment recorded as Document No. 1822091, against the Property.

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 ("Closing") shall take place thirty (30) days after the expiration of the Due Diligence Period, unless Buyer and Seller agree to another date in writing. Seller agrees to furnish to Buyer at the Closing originals of the following documents:

- (a) The special warranty deed described in Section 10 of this Agreement;
- (b) A closing statement setting forth a summary of the Purchase Price and credits to Buyer to be executed by Buyer and Seller;
- (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, if any, 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 (Buyer agrees to provide its information for such Return); and
- (f) Payout letter for all mortgages, liens and judgments being satisfied as of the date of Closing.

(g) An amendment to the Declaration restricting the use of other property covered by the Declaration from use as a data center being used exclusively for storing third parties' data in computers located on the Property for as long as the Property is being used as a data center, in a form acceptable to Seller.

(h) The Development Agreement to be executed by Buyer and Seller.

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

12. **PRORATIONS.** Seller represents that there are no utilities, taxes, assessments or special assessments on the Property, and that any assessments or special assessments levied prior to Closing shall be paid in full by Seller at Closing.

13. **CLOSING COSTS.**

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

(b) Seller shall pay all title insurance premiums for the owner's Title Policy and a gap endorsement, and Buyer shall pay 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 escrow, closing and wire transfer fees, shall be divided equally between Seller and Buyer;

(d) Except as otherwise provided in the pre-development agreement between the parties, 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 written notice thereof from Seller, Seller may as its sole and exclusive remedies either (i) terminate this Agreement and demand the Deposit as liquidated damages or (ii) sue for specific performance. 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, in which case Seller shall return the entire Deposit and reimburse Buyer for all Buyer's out of pocket expenses incurred in negotiating this Agreement and performing its due diligence (including reasonable attorney's fees); or (c) sue for specific performance. Under no circumstances shall Buyer or 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. However, Buyer may assign this Agreement to an entity of which Steve Borucki is the principal with the written consent of Seller, which shall not be unreasonably withheld, provided that Offsite, LLC will not be released from this Agreement.

16. **CONDEMNATION.** If, prior to the Closing date, more than ten percent (10%) 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 and receive a return of the Deposit, 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 ten percent (10%) 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 which consent shall not be unreasonably withheld. 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 18 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: Offsite, LLC
3618 8th Ave.
Kenosha, WI 53140
Attn: Steve Borucki
Steve.Borucki@off-site.com

with a copy to: Husch Blackwell LLP
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202
Attn: Brad Dallet
Brad.dallet@huschblackwell.com

To Seller: Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Nathan R. Thiel, Village Administrator

with a copy to: Quarles & Brady LLP
411 East Wisconsin Avenue, Suite 2350
Milwaukee, WI 53202
Attn: Scott L. Langlois

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.

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

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

28. **REPRESENTATIONS AS TO AUTHORITY.**

(a) Buyer is a limited liability company duly organized and validly existing under the laws of the State of Wisconsin and in good standing under the laws of the State of Wisconsin and has the power and authority to consummate the transactions contemplated by this Agreement.

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

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

29. **BROKERS.** Each party represents and warrants to the other that there are no brokerage or finder's fees or commission that are or may be due in connection with the transaction contemplated by this Agreement other than a commission of six percent (6%) due to Founders3 at Closing hereunder, which commission will be paid by Seller. Buyer and Seller shall each indemnify, defend and hold the other party, and their respective members, agents, employees, representatives, successors and assigns, harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, reasonable attorneys' fees) resulting from the breach by the indemnifying party of the representation and warranty set forth in the preceding sentence.

30. **CONFIDENTIALITY:** Buyer agrees not to disclose to any other person the terms of this Agreement, and Buyer acknowledges that any non-public information heretofore or hereafter furnished by Seller not previously known or disclosed to Buyer with respect to the Property or any tenant thereof has been and will be so furnished on the condition that Buyer maintain the confidentiality thereof. In the event that the Closing does not occur or this Agreement is terminated, Buyer shall promptly return to Seller all copies of documents containing any such non-public information, and Buyer shall not retain any copies thereof. Notwithstanding anything to the contrary set forth in this Section 31, Buyer and Seller may disclose the information referenced herein (a) on a need-to-know basis to its employees, consultants and advisors, (b) to any governmental agency in order to comply with applicable laws, (c) to the extent that such information is a matter of public record and (d) to the extent required by any public records law.

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

32. **INDEPENDENT CONSIDERATION.** Seller and Buyer acknowledge and agree that this Agreement is intended to be binding and enforceable and each party waives any right to challenge the enforceability of this Agreement based on discretion afforded Buyer in evaluating the fulfillment of the contingencies or conditions contained in this Agreement. Buyer covenants and agrees to exercise good faith in seeking to satisfy such contingencies and conditions. Seller acknowledges that such efforts by Buyer will require Buyer to expend time and resources in investigating the Property and that such expenditures constitute good and sufficient consideration to Seller for Seller's acceptance of this Agreement. If this Agreement is deemed unenforceable, Buyer and Seller agree that one hundred dollars (\$100.00) of the Deposit shall be non-refundable and represent good and sufficient option consideration to Seller for agreeing to accept this Agreement. Buyer and Seller also agree that upon waiver of the last of any contingency or condition under this Agreement, that this Agreement shall be deemed affirmed without inclusion of the waived contingencies or conditions.

33. **DATES.** If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Due Diligence Period or the Closing Date) 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.


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

Dated: _____

BUYER:

OFFSITE, LLC

By: _____



Print Name: Steven M. Borucki

Title: President & CEO

Dated: _____

SELLER:

VILLAGE OF PLEASANT PRAIRIE

By: _____

John P. Steinbrink, President

By: _____

Jane C. Snell, Clerk

EXHIBIT A
TO
PRAIRIE HIGHLANDS CORPORATE PARK
PURCHASE AND SALE AGREEMENT
DESCRIPTION AND DEPICTION OF THE PROPERTY

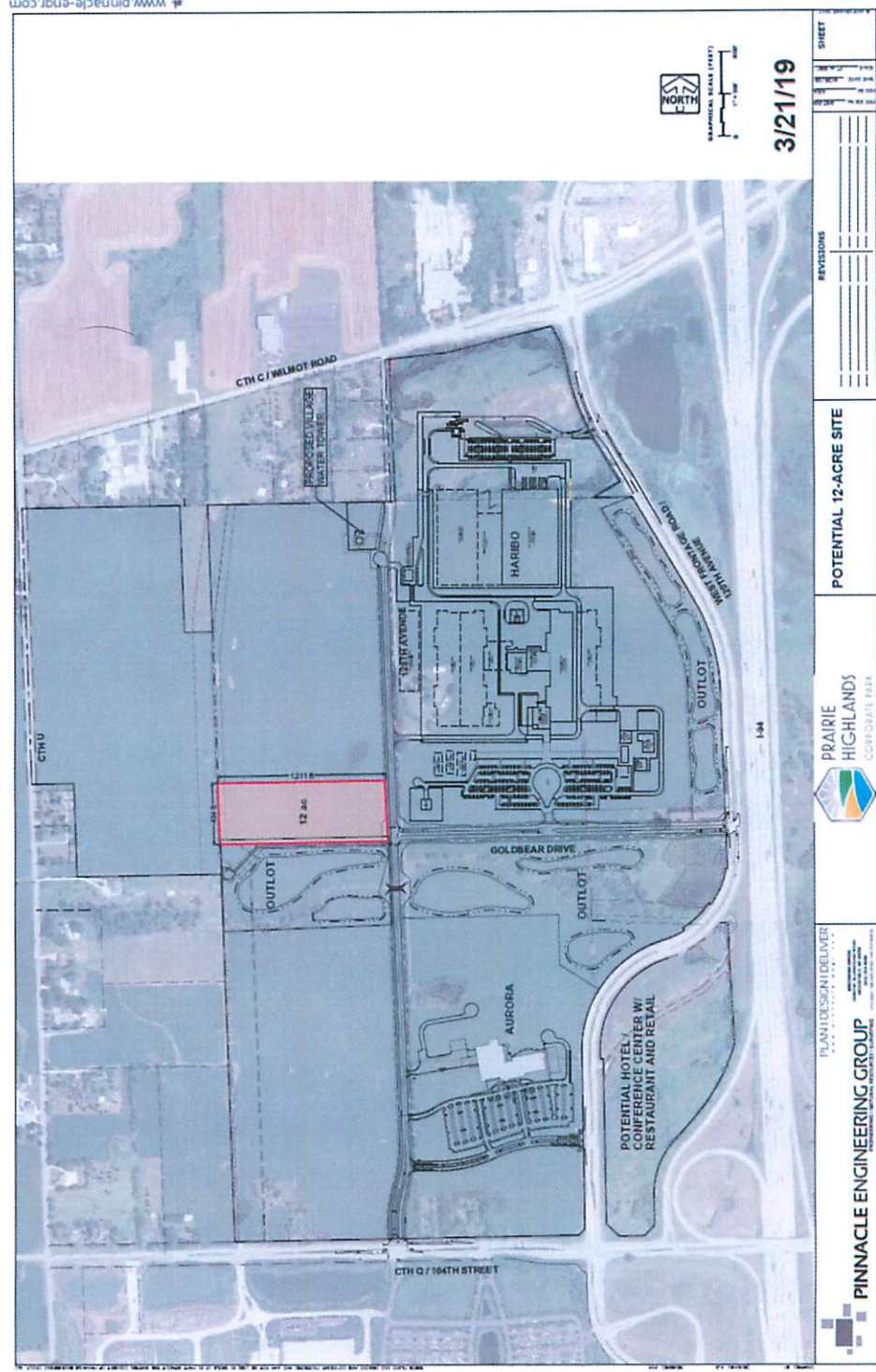
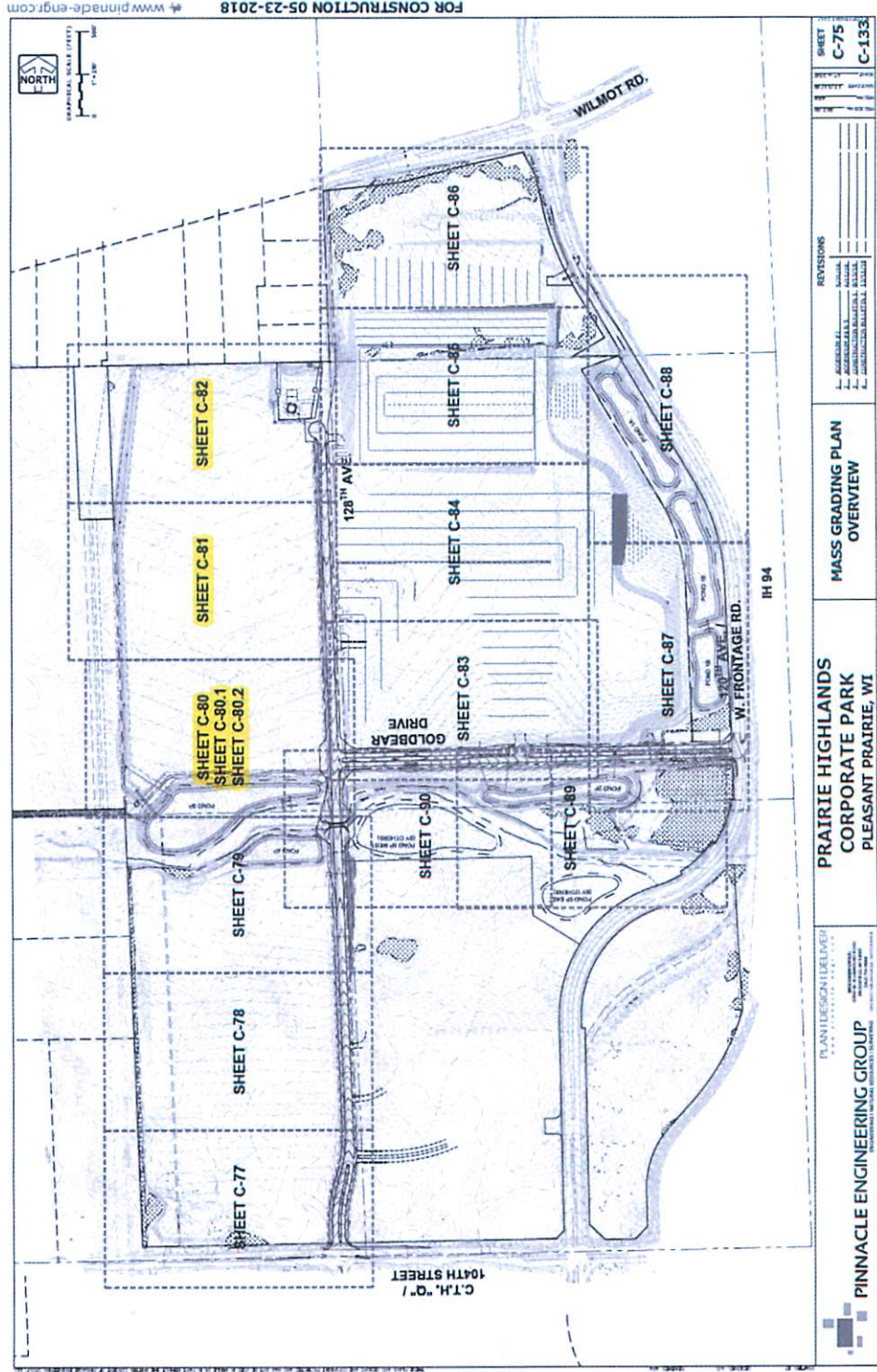


EXHIBIT B
TO
PRAIRIE HIGHLANDS CORPORATE PARK
PURCHASE AND SALE AGREEMENT

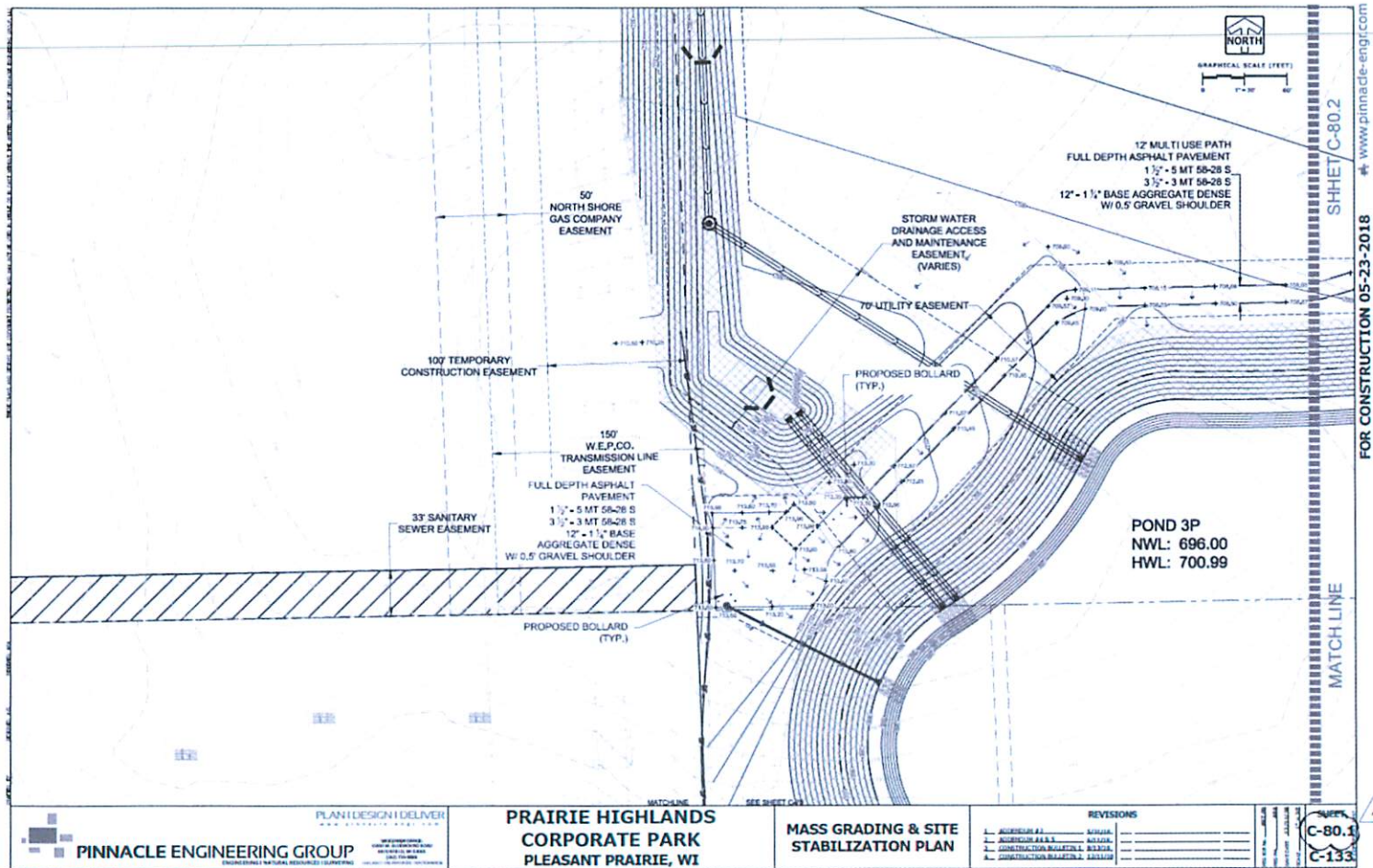
**PUBLIC IMPROVEMENTS FOR PRAIRIE HIGHLANDS CORPORATE
PARK DEVELOPMENT**

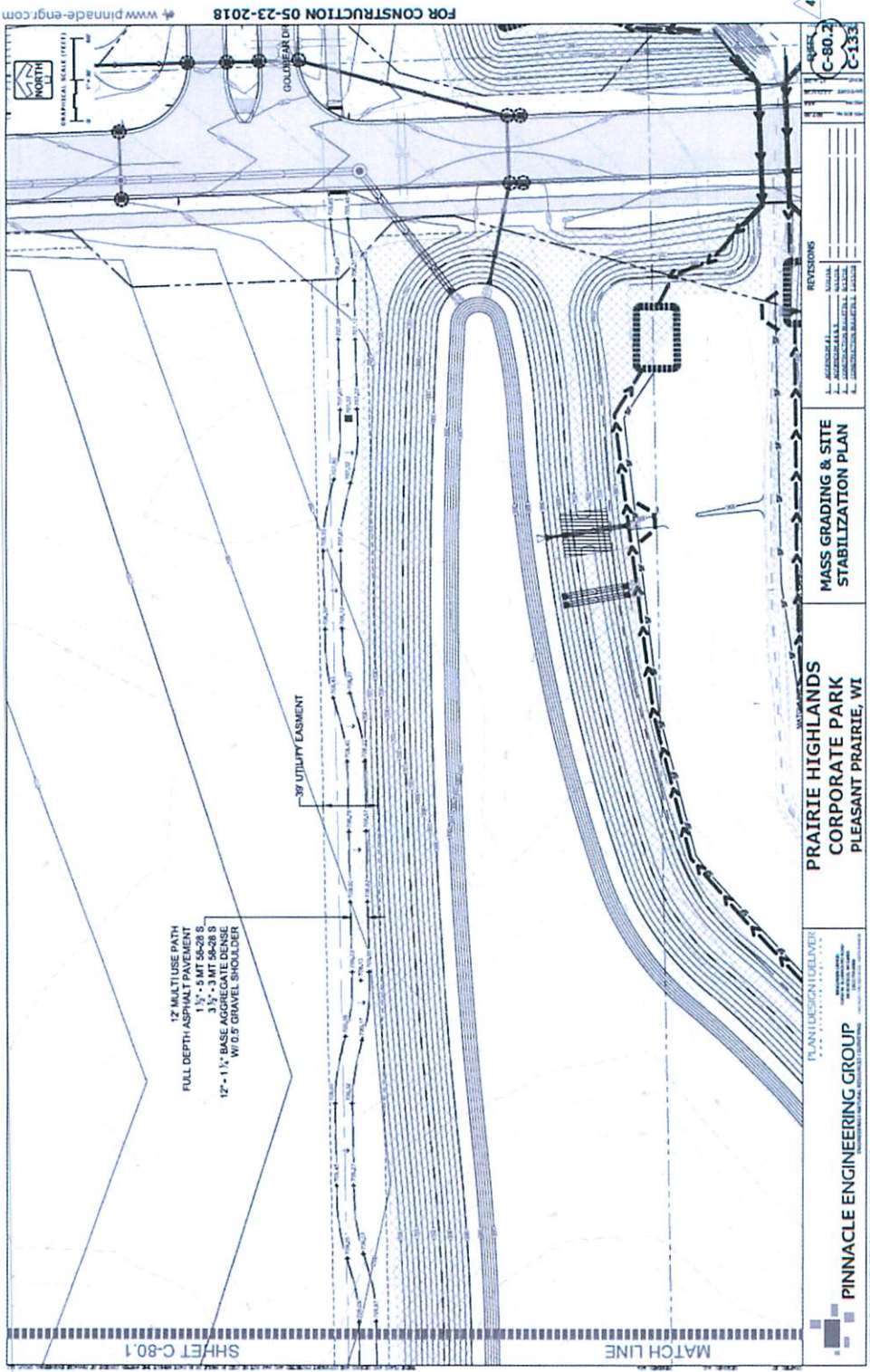
The Seller shall design and construct, at the sole cost and expense of the Seller, the public improvements (public roadway, sanitary sewer and municipal water providing access to and servicing the Property) and the storm water system providing storm water drainage for the Prairie Highlands Corporate Park. The roadway, sanitary sewer and municipal water systems shall be brought to a property line of the Property. The Property shall be rough graded as set forth on the grading plan attached hereto as Exhibit B-1.

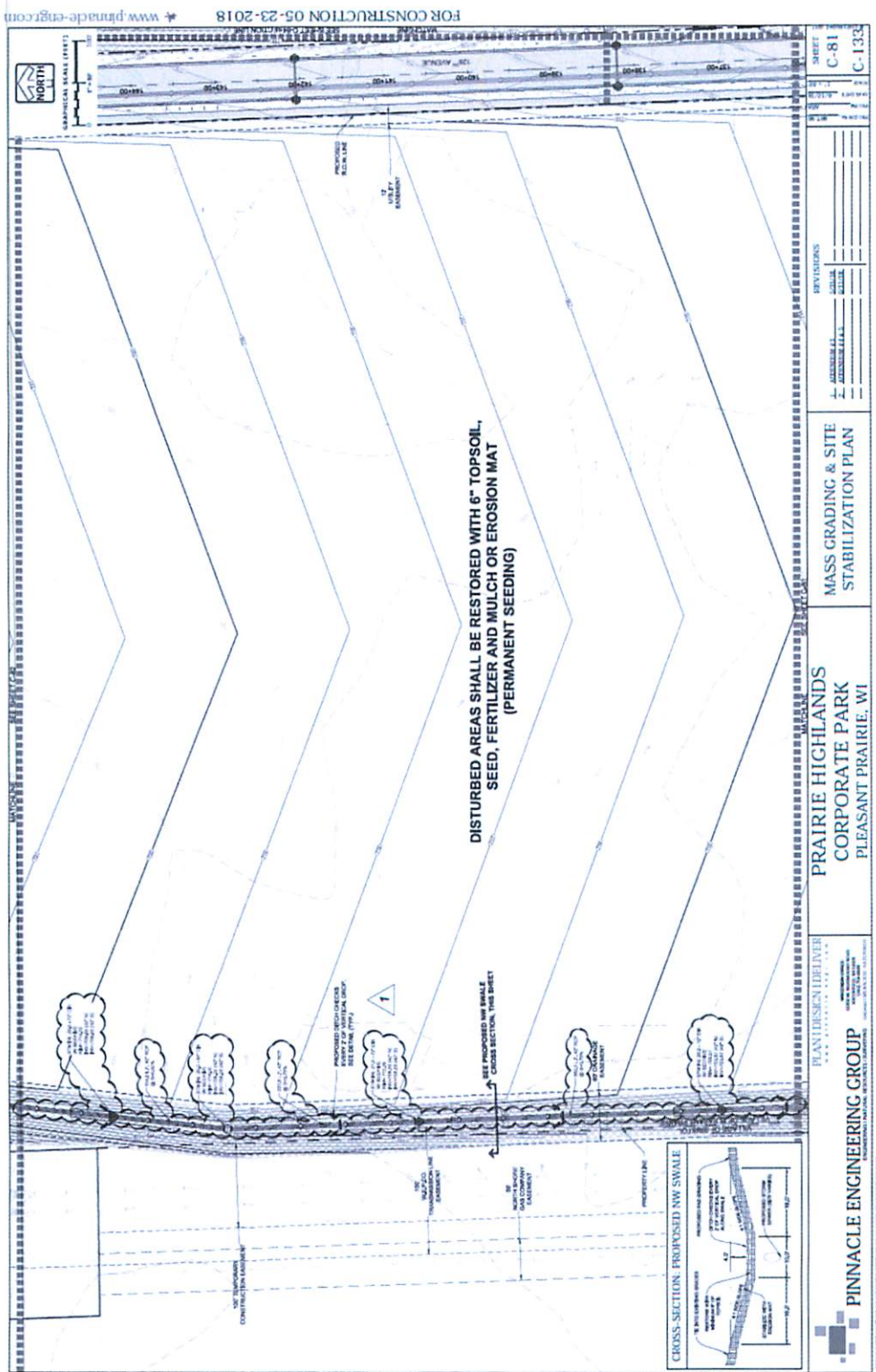
EXHIBIT B-1
TO
PRAIRIE HIGHLANDS CORPORATE PARK
PURCHASE AND SALE AGREEMENT
GRADING PLAN











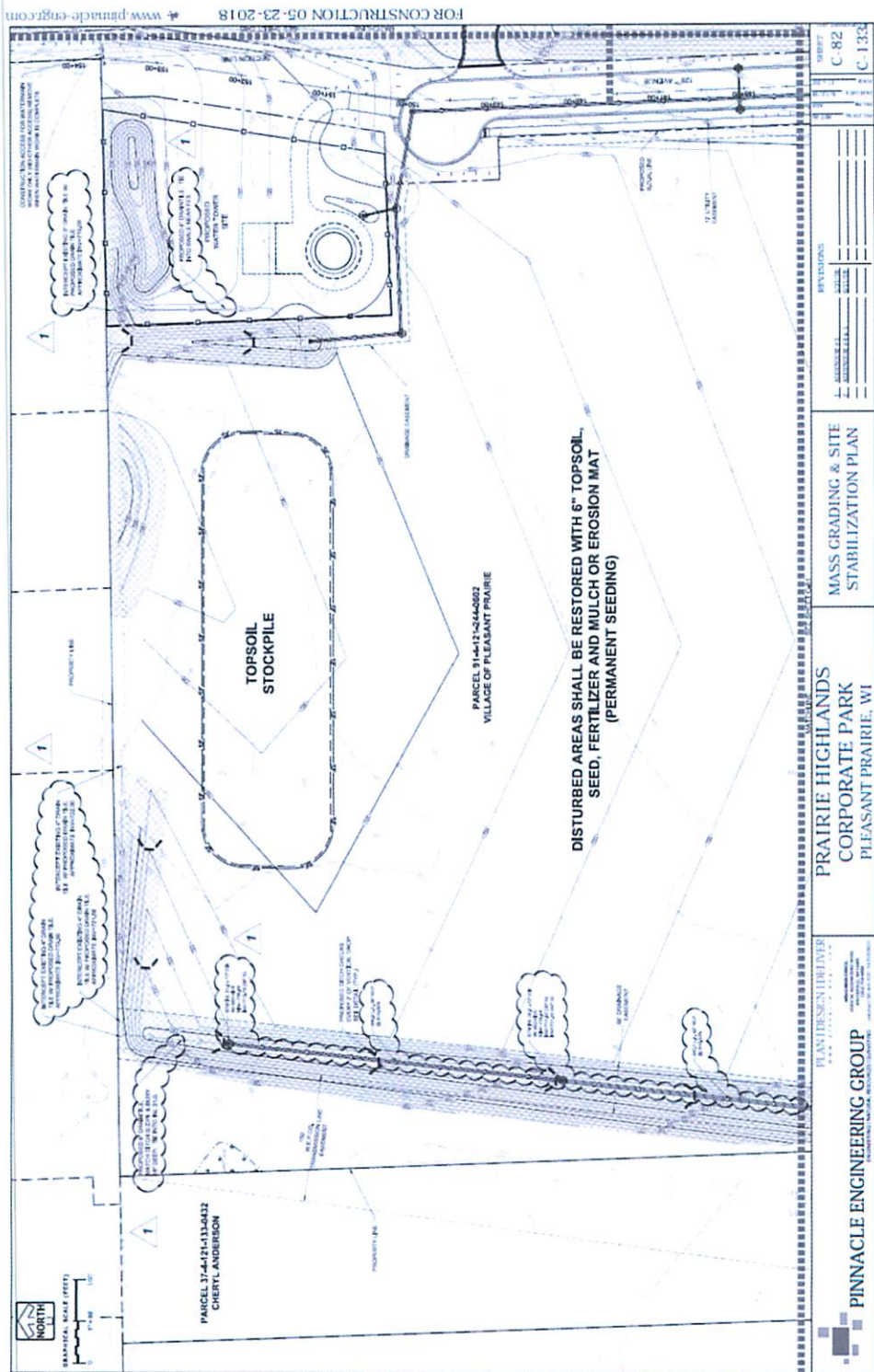


EXHIBIT C
TO
PRAIRIE HIGHLANDS CORPORATE PARK
PURCHASE AND SALE AGREEMENT

SELLER DELIVERIES

1. Existing ALTA Survey prepared by Pinnacle Engineering which includes the Property.
2. Any existing reports on soils in Seller's possession for the Property.
3. A Phase I Environmental Assessment prepared by Key Engineering which includes the Property.
4. An Archeological Investigation Report prepared by David Overstreet which includes the Property.

**Clarification Memo by and between
Wisconsin Department of Transportation (WisDOT),
Village of Pleasant Prairie (Village) and
City of Kenosha (City)
Regarding the Reconstruction of STH 50.**

The parties agree to the following:

1. WisDOT will construct and pay for the STH 50 main line and local access roads at:
 - a. 74th Street
 - b. 109th Avenue - south of STH 50
 - c. 109th Avenue - north of STH 50*
2. The City is responsible for:
 - a. The acquisition and purchase of the 74th Street access road
 - b. The City shall maintain 75th Street both east and west bound road sections from 52nd Avenue to STH 31; and from 43rd Avenue east to STH 32
3. The Village is responsible for:
 - a. The acquisition and purchase of 109th Avenue - south of STH 50
 - b. Payment of \$1,500,000 to WisDOT for the project
 - c. The Village will reimburse real estate acquisition receipt provided by the City up to \$900,000, with exception of any ROW acquisition for property owned by City of Kenosha entities (ie: City of Kenosha, Kenosha Water Utility, etc.)
 - d. The Village shall maintain 75th Street both east and west bound road sections from 43rd Avenue to 52nd Avenue

* If property owners desire a public street at 109th Avenue north, the City of Kenosha will be responsible for all negotiations and construction - no cost to the Village or WisDOT.

WisDOT Dewayne Johnson _____

Village of Pleasant Prairie John Steinbrink, Sr. _____

City of Kenosha John Antaramian _____

RESOLUTION #19-09
AUTHORIZING THE VILLAGE OF PLEASANT PRAIRIE
TO ENTER INTO AN AGREEMENT WITH
CITY OF KENOSHA AND
WISCONSIN DEPARTMENT OF TRANSPORTATION
FOR THE IMPROVEMENT OF STATE HIGHWAY 50

WHEREAS, the Wisconsin Department of Transportation (WisDOT) is completing design of Project 1310-10-00 to reconstruct and improve State Highway 50 (hereinafter STH 50) from Interstate 94 to 43rd Avenue and scheduled to commence construction in 2019 until 2023; and

WHEREAS, this Project's estimated value is an \$87,907,800 investment with the State originally covering \$84,067,600 and local jurisdictions covering the \$3,840,200 balance not including additional frontage road required improvements; and

WHEREAS, the Village of Pleasant Prairie (VILLAGE) frontage road improvement commitment is estimated to be \$838,443 for the installation of 109th Avenue south of STH 50; and

WHEREAS, the City of Kenosha (CITY) wished to renegotiate terms of the original State Municipal Agreement to limit its exposure to the local cost share and frontage road commitments because, as part of the Project, WisDOT will be transferring STH 50 east of State Highway 31 to local control and the CITY will be responsible future maintenance and upkeep for the majority of this local road; and

WHEREAS, the new terms negotiated by the CITY dissolved the VILLAGE'S frontage road improvement expense in exchange for assisting the WisDOT and CITY with right-of-way acquisition costs within the CITY; and

WHEREAS, the VILLAGE recognizes this facility improvement is necessary to improve traffic congestion along STH 50 and values the State's significant investment; and

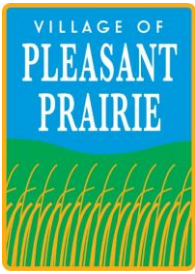
NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Pleasant Prairie does hereby agree to the VILLAGE Responsibilities outlined in Clarification Memo attached.

Passed and adopted this 1st day of April, 2019.

John P. Steinbrink, Village President

Attest:

Jane C. Snell, Village Clerk



To: Nathan Thiel, Village Administrator and Members of the Village Board

From: John Steinbrink Jr., Director of Public Works

Subject: Village of Pleasant Prairie 2019 Ladish Tower Painting– Account #62650677-500350

Date: April 1, 2019

Quotes for the above referenced project were obtained from Lane Tank Company Inc. and Classic Protective Coatings Inc.

The tower painting project will include the following items:

- **Wet Interior** – All surfaces will be abrasive blasted to a near white metal and coated with a Zinc/Epoxy Coating System.
- **Exterior** – Surfaces will be brush blasted to remove loose paint and coated with an Acrylic Polyurethane Coating System.
- **Dry Interior** – The dry interior is classified as lead based paint. It will be abrasive blasted, contaminants will be contained and removed by the contractor. A Zinc/Epoxy Coating System will be applied.
- **CBI Gap Permanent Seal** – The CBI gap will be permanently sealed as required by the DNR.
- **Roof Vent Modification** – The roof vent will be replaced.
- **Roof Safety Railing** – Existing railing will be removed and replaced with OSHA approved railing.
- **Access Tube Modifications** – Contractor shall install 3 additional penetrations at the top of the access tube for future use. The existing hatch cover will be replaced with aluminum cover.
- **Dry Interior Pedestal Modifications** – Existing pedestal openings will be removed and replaced with aluminum openings.
- **Fill/Drain Pipe** - Replace insulation and aluminum jacket on fill pipe.
- **Expansion Joint** – Expansion joint will be replaced.
- **Sample Tap/Chlorination Port** – A new sample tap/chlorination port will be installed in heated cabinet/box.

A total of two (2) quotes were received for this project:

<u>Contractor</u>	<u>Quoted Amount</u>
Lane Tank Company Inc.	\$330,750.00
Classic Protective Coatings	\$394,975.00

The 2019 tower painting budget is \$375,000.00. It is recommended that the Village award this project to Lane Tank Company Inc. in the amount of \$330,750. Engineering and inspection costs are estimated to be \$12,000 bringing project total to \$342,750.

Staff will execute change orders to ensure the project is completed within budget.



PROPOSAL

Date
February 19, 2019

PROPOSAL SUBMITTED TO:	BUSINESS OFFICE:
VILLAGE OF PLEASANT PRAIRIE Attn: Brandon Foss, P.E. 8600 Green Bay Road Pleasant Prairie, WI 53158	P.O. Box 500 • Menomonie, WI 54751 Office: 715-235-3110 • Fax: 715-235-5385 lanetank@charter.net
Job Name:	500,000 Gallon Water Tower Painting

We hereby submit specifications and estimates for:

Maintenance Painting and Minor Repair
Of the 500,000 Gallon Elevated Water Storage Tank
As per Attached Specifications and Drawings

OPTIONAL WORK: (Please initial one)

Expansion Joint as per specifications.....\$ 4,800.00 YES ☒ NO ☐

Circulating System as per attached specifications and drawing.....\$ 7,500.00 YES ☐ NO ☐

Sample Tap/Chlorination Port as per attached specifications.....\$ 2,500.00 YES ☒ NO ☐

Providing and installing a new LED clearance light fixture (Model # FL-810LED120VAC)
and wiring in current location of incandescent light.....\$950.00 YES ☒ NO ☐

We hereby propose to furnish labor and materials- complete in accordance with the above specifications, for the sum of:

*****Three Hundred Fifteen Thousand*****dollars (\$ **315,000.00**) Due and payable upon payment application for work performed and materials stored not to exceed two requests per month.

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders, and will become as extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature: Mary Lane Vice-President
LANE TANK CO., INC.

NOTE: This proposal may be withdrawn by us if not accepted within ____ days.

This proposal cost is as stated. If any loan programs are to be utilized involving compliance with required federal wage rates and certifications, this contract will be null and void until a new price is determined.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Date: _____

Signature: _____
(Customer Sign Here)

Signature: _____
(Customer Sign Here)



PROPOSAL

Date
February 26, 2019

PROPOSAL SUBMITTED TO:	BUSINESS OFFICE:
VILLAGE OF PLEASANT PRAIRIE <i>Attn: Brandon Foss, P.E.</i> 8600 Green Bay Road Pleasant Prairie, WI 53158	P.O. Box 500 • Menomonie, WI 54751 Office: 715-235-3110 • Fax: 715-235-5385 lanetank@charter.net

Job Name:	500,000 Gallon Water Tank
-----------	----------------------------------

We hereby submit specifications and estimates for: Modifications to the elevated water storage tank as follows:

The Contractor shall remove and dispose of the existing roof vent. The Contractor shall provide and install by welding a new 18-inch steel vent collar, in the same location. The Contractor shall supply and install a new aluminum, frost-resistant vent by bolting to the new collar as per attached drawing.

Contractor will remove the existing screening around the access tube gap (CBI gap). Contractor will provide and install a 1/8" thick EPDM rubber boot around the opening. Installation will be by banding with stainless steel bands at the top and bottom of the boot. If needed, Contractor will install, by welding, a 1" drip edge on the top plate of the access tube.

Any exterior paint damaged due to these modifications will be repaired using compatible coating systems in a color to match as closely as possible.

This work will be done on a mutually agreed upon date in the 2019 season. A certificate of insurance showing five million dollar umbrella coverage on all liabilities will be submitted before this work is started.

We hereby propose to furnish labor and materials- complete in accordance with the above specifications, for the sum of:
*****Seven Thousand Five Hundred*****dollars (\$**7,500.00**) Due and payable within thirty (30) days of job completion.

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders, and will become as extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature: *Mary Lane* Vice-President
LANE TANK CO., INC.

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

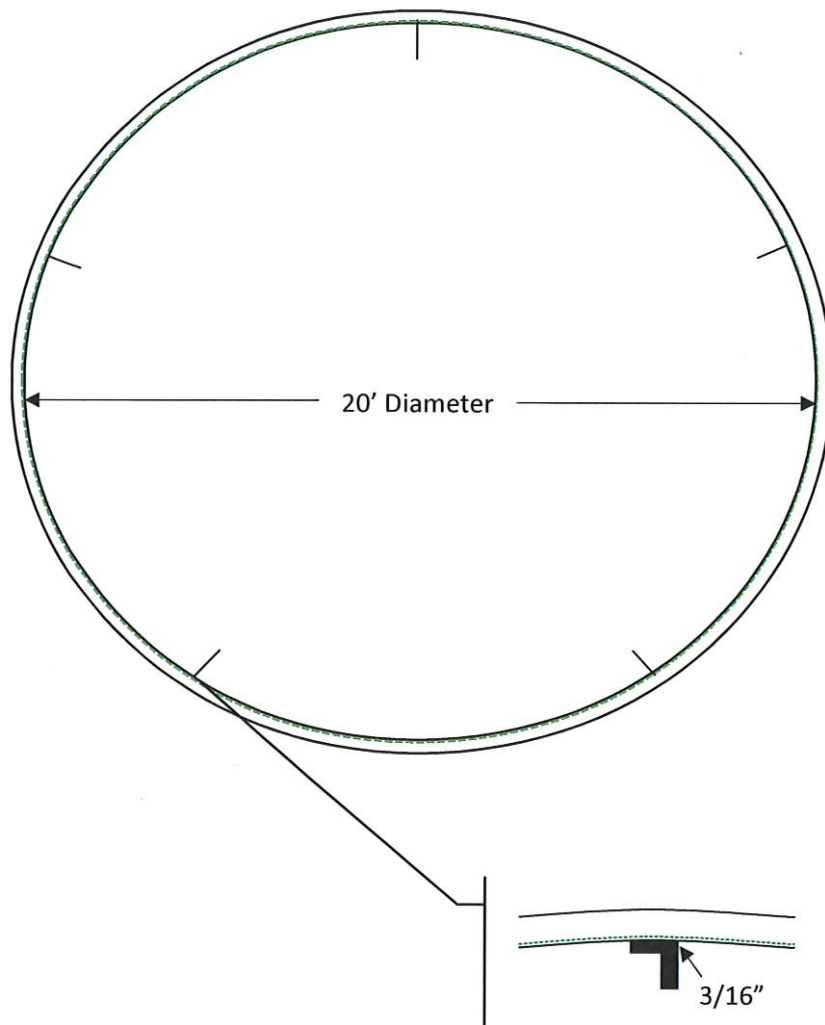
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Date: _____

Signature: _____
(Customer Sign Here)

Signature: _____
(Customer Sign Here)



NOTES:

1. HANDRAIL AND POST ARE TO BE CONSTRUCTED OF $2\frac{1}{2}'' \times 2\frac{1}{2}'' \times \frac{1}{4}''$ STRUCTURAL STEEL ANGLE. POST BASE PLATES SHALL BE $6'' \times 6'\frac{1}{4}''$ STEEL PLATE. MIDRALE SHALL BE $2\frac{1}{2}'' \times 2\frac{1}{2}'' \times \frac{1}{4}''$ STRUCTURAL STEEL ANGLE. ALL WELDS SHALL BE $\frac{3}{16}''$ CONTINUOUS FILLED WELDS; ALL AROUND
2. SPACING BETWEEN MOUNTING PADS SHALL NOT EXCEED 6'.
3. CONSTRUCT THE HANDRAIL IN THE SHOP THEN MODIFY IN THE FIELD.

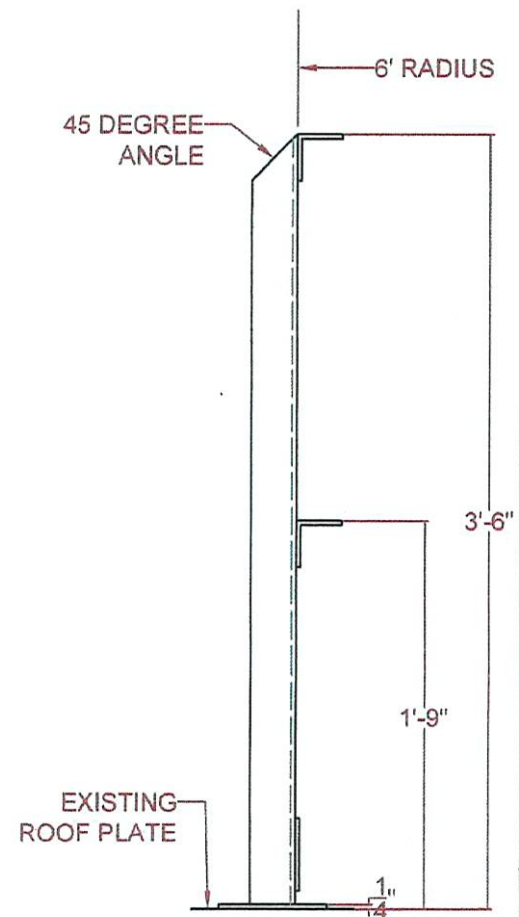
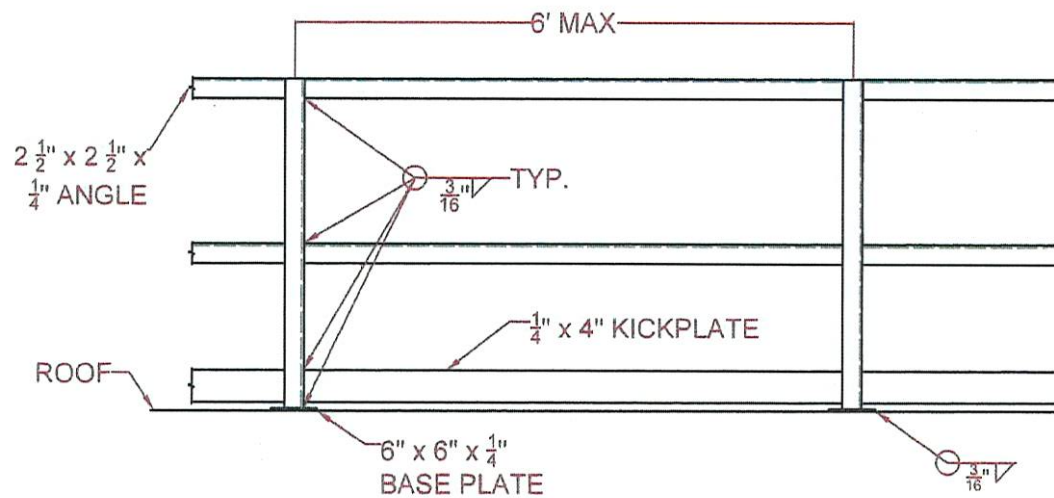
NOTE: DRAWING NOT TO SCALE

LANE TANK CO., INC.

JOB

ROOF HANDRAIL

DRAWN BY: MATT FISHER



NOTES:

1. HANDRAIL AND POST ARE TO BE CONSTRUCTED OF $2\frac{1}{2}'' \times 2\frac{1}{2}'' \times \frac{1}{4}''$ STRUCTURAL STEEL ANGLE. POST BASE PLATES SHALL BE $6'' \times 6'' \times \frac{1}{4}''$ STEEL PLATE. MIDRAIL SHALL BE $2\frac{1}{2}'' \times 2\frac{1}{2}'' \times \frac{1}{4}''$ STRUCTURAL STEEL ANGLE. ALL WELDS SHALL BE $\frac{3}{16}''$ CONTINUOUS FILLET WELDS; ALL AROUND.
2. SPACING BETWEEN MOUNTING PADS SHALL NOT EXCEED 6'. IT MAY BE NECESSARY TO USE MORE THAN THE NUMBER OF PADS SHOWN.
3. CONSTRUCT THE HANDRAIL IN THE SHOP THEN MODIFY IN THE FIELD.

NOTE: DRAWING NOT TO SCALE

LANE TANK CO., INC.

JOB

ROOF HANDRAIL

DRAWN BY: MATT FISHER

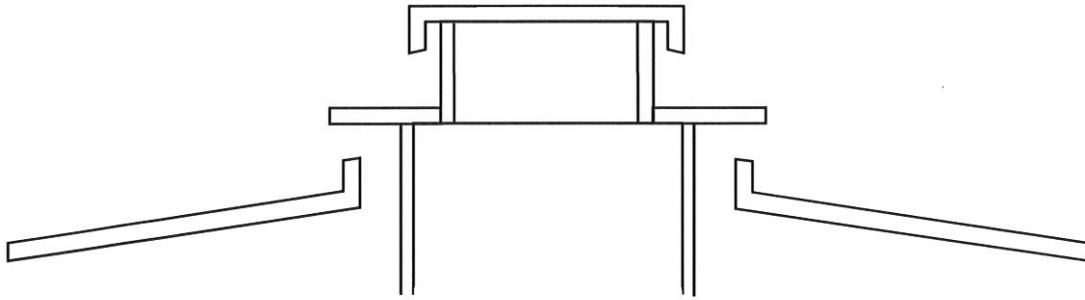
DATE: 02-22-2013

LANE TANK CO., INC.

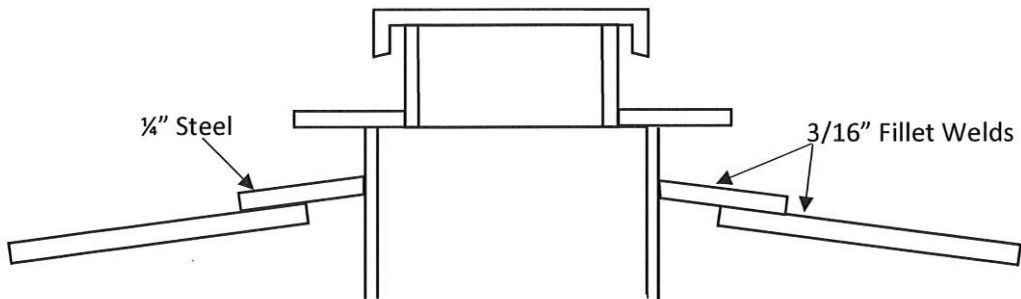
NOTE: DRAWING NOT TO SCALE

Weld Sealing of CBI Gap

DRAWN BY: MATT FISHER



Existing CBI Gap and
Access Tube



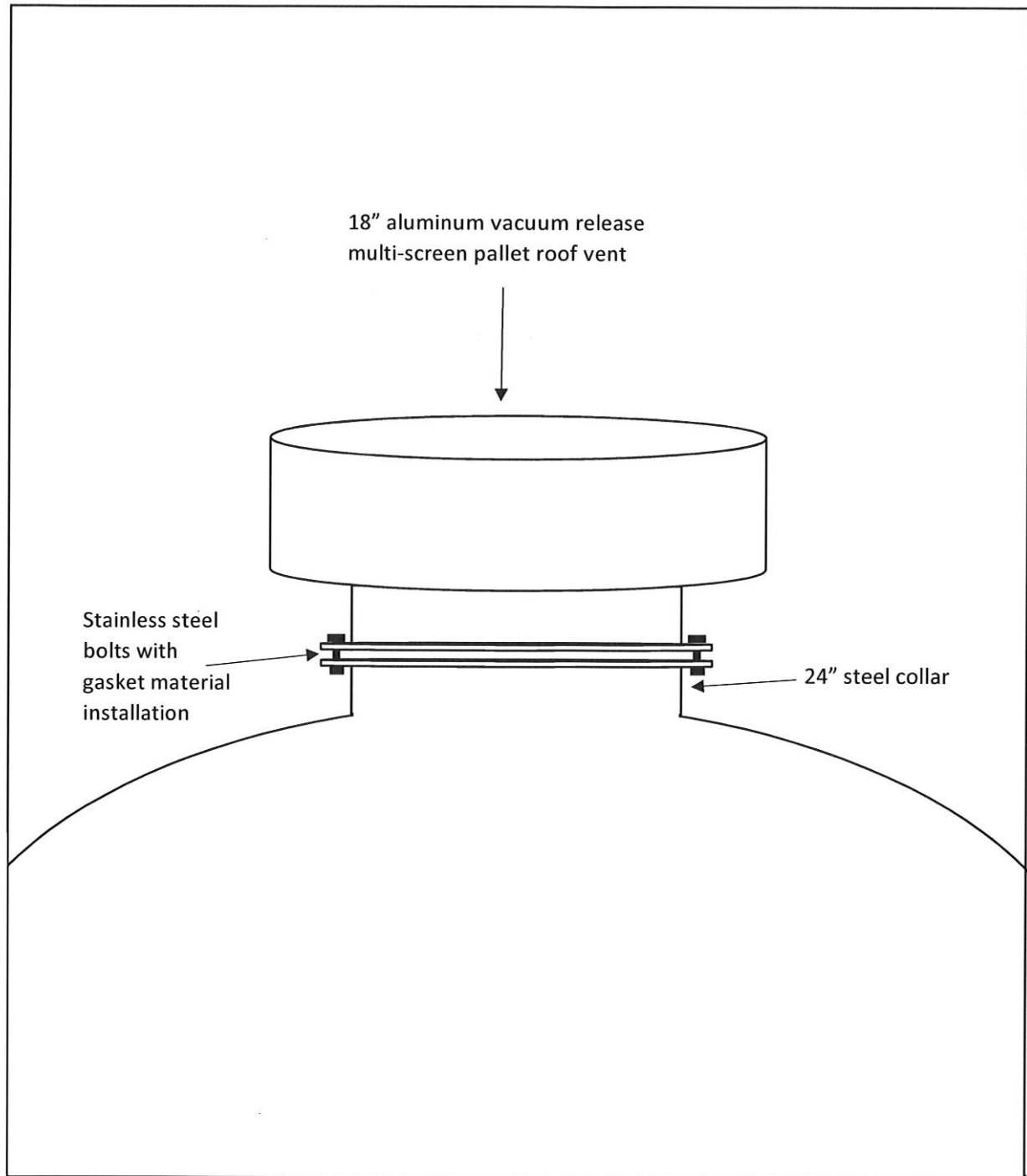
Sealed Vent Space

LANE TANK CO., INC.

NOTE: DRAWING NOT TO SCALE

Roof Vent Installation

DRAWN BY: MATT FISHER





raSmith
Brandon A. Foss
262-317-3374
Brandon.Foss@raSmith.com

March 21, 2019

RE: Ladish water tower recoat,
Village of Pleasant Prairie

Classic Protective Coatings, Inc. is pleased to offer a quote for the rehabilitation of the Village of Pleasant Prairie 500,000 Gallon Spheroid Water Tower (Ladish).

Rehabilitation to include the following: The interior wet and dry will receive an SP-10 and SP-6 commercial blast followed by a zinc primer, an epoxy intermediate and an epoxy finish coat. The exterior will receive a pressure wash followed by an SP-7 brush blast and an SP-11 spot repair. The surface will be spot primed with an epoxy. The tower will receive 2 full coats of urethane for the intermediate and finish coats.

Total Labor Material and Equipment installed\$394,975

Notes:

1. Tank Logo will be replaced in kind.
2. Owner will need to drain the tower prior to the start of rehab.
3. Owner will provide water and water hook up for washing purposes at the site.
4. Electricity to be supplied by the owner.
5. Weather days include all inclement weather including wind that prevents work from being performed. These days will not go against the schedule.

Thank you for the opportunity to provide this proposal to you, if you have any questions or comments please feel free to contact me at 715-233-6267 or at kyle@classicprotectivecoatings.com.

Owners Representative Signature to proceed with the work listed above _____.

Above signers printed Name _____ Title _____ Date _____.

Respectfully,

Kyle Nelsen
Project Manager

**SPECIFICATIONS FOR MAINTENANCE PAINTING AND MINOR REPAIR
OF THE 500,000 GALLON ELEVATED WATER STORAGE TANK
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**

INTERIOR WET: Full Removal – Zinc/Epoxy Coating System

Surface Preparation: All interior wet surfaces shall be abrasive blasted to a near-white metal level of cleanliness in accordance with the recommended methods outlined in SSPC-SP10. A minimal angular surface profile of 2.0 mils is required. Prime immediately after blasting before any rust bloom forms on the newly revealed substrate. All surfaces must be clean, dry, and free of oil, grease and other contaminants. Minimum surface temperature shall be 40° and rising.

Prime Coat: Spray apply one full coat of Tnemec Series 91-H₂O or 94-H₂O Hydro-Zinc zinc-rich urethane primer to all bare steel surfaces. The coating shall be applied at a dry film thickness of 3.0-5.0 mils. Work the material into hard to reach areas with a stiff bristle brush.

Stripe Coat: Brush apply one full coat of Tnemec Series 20 or FC20 Beige Pota-Pox epoxy over all weld seams, edges, and prominences. The coating shall be applied at a dry film thickness of 2.5-3.5 mils.

Intermediate Coat: Spray apply one full coat of Tnemec Series 20 or FC20 Beige Pota-Pox epoxy at a dry film thickness of 3.0-5.0 mils.

Finish Coat: Spray apply one full coat of Tnemec Series 20 or FC20 Tank White Pota-Pox epoxy at a dry film thickness of 12.0-16.0 mils. Allow to fully cure as per product data sheet before placing the tank back into service.

EXTERIOR: Brush Blast – Acrylic Polyurethane Coating System

Surface Preparation: Power wash all surfaces to be coated at a minimum pressure of 3,500 - 4,000 psi at the nozzle to remove dirt, mold, mildew, contaminants and loose paint. Brush-Blast all surfaces with fine abrasive in accordance with SSPC-SP7 brush off blast cleaning to remove loose paint while uniformly abrading tightly adhered coatings. Care should be taken not to over-blast the surface. All rust, abraded and damaged areas shall be power tool cleaned to bare metal in accordance with SSPC-SP11. A surface profile of 1.5 to 2.5 mils is required. Feather the edges of the surrounding coatings making sure they are tight (can't be lifted by a dull putty knife). All surfaces must be clean, dry, and free of oil, grease and other contaminants. Minimum surface temperature shall be 40° and rising.

Prime Coat: Spot-apply one coat of Tnemec Series 20 or FC20 Beige Pota-Pox epoxy to all bare steel surfaces. The coating shall be applied at a dry film thickness of 2.0-3.0 mils. Work the material into hard to reach areas with a stiff bristle brush.

Intermediate Coat: Roll apply one full coat of Tnemec Series 73 Endura Shield aliphatic acrylic polyurethane over all exterior surfaces. The coating shall be applied at a dry film thickness of 2.0-3.0 mils.

Finish Coat: Roll apply one full coat of Tnemec Series 1074-U Endura Shield II aliphatic acrylic polyurethane at a dry film thickness of 2.0-3.0 mils.

Color, Lettering, Logo: Contractor shall paint the exterior in the same color pattern and lettering as is presently existing.

SPECIFICATIONS

500,000 Gallon Water Tower

Pleasant Prairie, Wisconsin

INTERIOR DRY: Full Removal – Zinc/Epoxy Coating System

Surface Preparation: Dry interior paint is classified as lead-based paint, therefore it is anticipated that abrasive blasting may generate hazardous wastes. The use of a proprietary admixture to the selected abrasive such as Blastox™ is required to ensure satisfactory toxicity characteristics testing. Clean in accordance with SSPC-SP6 commercial grade blast. A minimal angular surface profile of 1.5 mils is required. Prime after blasting before any rust bloom forms on the newly revealed substrate. All surfaces must be clean, dry, and free of oil, grease and other contaminants. Minimum surface temperature shall be 40° and rising.

Prime Coat: Spray apply one full coat of Tnemec Series 91-H₂O or 94-H₂O Hydro-Zinc zinc-rich urethane primer to all bare steel surfaces. The coating shall be applied at a dry film thickness of 3.0-4.0 mils. Work the material into hard to reach areas with a stiff bristle brush.

Stripe Coat: Brush apply one full coat of Tnemec Series 20 or FC20 Beige Pota-Pox epoxy over all weld seams, edges, and prominences. The coating shall be applied at a dry film thickness of 3.0-5.0 mils.

Finish Coat: Spray apply one full coat of Tnemec Series 20 or FC20 Tank White Pota-Pox epoxy at a dry film thickness of 12.0-16.0 mils. Allow to fully cure as per product data sheet before placing the tank back into service.

Containment: Contractor shall contain the dry interior blasting operations within the dry interior. Contractor shall utilize ground tarps at the base of the tower to collect spent abrasive. Contractor shall construct a containment structure at the doorway into the basebell interior equipped with fans and dust containment socks. During all dry interior blasting operations the spent abrasives shall be contained and collected.

Disposal: Contractor shall provide covered, roll-off dumpsters for the storage of waste blast material. Contractor shall be required to properly dispose of the spent abrasives in accordance with current State and Federal regulations. In addition, Contractor shall submit for review and approval his TCLP sampling plan. Contractor shall work with the Landfill in order to provide all needed documentation such as testing results, solid waste tracking form and letter of acceptance by the appropriate landfill or disposal site.

ADDITIONAL WORK: The following modifications will be performed for the lump sum bid amount

CBI Gap Permanent Seal: Contractor will seal the CBI gap by removing the current screen and extended lip. Contractor will add 1/4" steel from the tank roof to the access tube. This steel plate will be seal-welded on the exterior to the roof and access tube to permanently close this gap. Skip welding will not be acceptable. The inside seams shall be sealed with a caulk NSF approved for potable water such as SikaFlex 1-A.

Roof Vent Modification: Contractor shall remove the existing roof vent. Contractor shall supply and install a new 18-inch, vacuum release, maintenance-free vent as per attached drawing and in the same location.

SPECIFICATIONS

500,000 Gallon Water Tower

Pleasant Prairie, Wisconsin

ADDITIONAL WORK (continued):

Roof Safety Railing: Contractor shall remove and dispose of the existing 18 ft. diameter railing. Contractor shall fabricate and install a new 20 ft. diameter, OSHA approved safety railing as per attached drawings.

Access Tube Modifications: Contractor shall provide and install 3 additional 3-inch coupling/penetrations at the top of the access tube, in the same vicinity of the existing cable penetrations and in a location to not interfere with the access hatch cover opening and closing.

Contractor shall remove and dispose of the existing steel access tube hatch cover. Contractor shall provide and install a new, aluminum hatch cover fitted to the existing steel collar. For security purposes, the cover shall be equipped with a proper locking hasp at the top of the access the inside the dry riser.

Dry Interior Pedestal Modifications: Contractor shall remove and dispose of the existing platform openings covers. Contractor shall provide and install new, aluminum covers on both the lower condensate platform and upper landing platform. These covers shall be properly installed to fully close and not interfere with the existing ladder safety climbing device.

Fill/Drain Pipe Insulation and Jacket: Upon proper cure of the dry interior coatings, Contractor shall provide and install 3" pre-formed polystyrene insulation on the entire fill/drain pipe. Contractor shall provide and install an aluminum jacket over the entire fill/pipe insulation.

OPTIONAL WORK: Contractor shall give separate prices for the following modifications

Expansion Joint: After removal of the existing fill/drain pipe insulation, the expansion joint will be inspected and replaced if found in unsatisfactory condition. This replacement shall not occur until proper approval from appropriate Utility personnel.

Circulating System: Contractor shall install a circulating system in the tank. The system shall include an external circulating pump and piping run inside the fill/drain pipe as per attached drawing.

The Utility shall be responsible for the wiring of the pump and constructing an insulated enclosure to protect the pump.

Sample Tap/Chlorination Port: Contractor shall provide and install 2 3/4" couplings in the base of the fill/drain pipe approximately 4 ft. above grade. New plumbing for a sample tap and emergency chlorination port shall be installed into these couplings.

An insulated cabinet/box equipped with a heater shall be installed to ensure these new couplings do not freeze or frost up in cold temperatures.

SPECIFICATIONS

500,000 Gallon Water Tower

Pleasant Prairie, Wisconsin

DISINFECTION:

After interior paint has fully cured, but not before seven days have elapsed after the final coat has been applied, the Contractor shall disinfect the tank in accordance with AWWA Standard C652-11. The Owner shall be responsible for taking two consecutive water samples taken 24 hours apart. If these bacteriological samples come back positive, the Contractor shall be responsible for re-disinfection of the tank until safe samples are obtained.

INSPECTION/QUALITY:

All paint shall be applied in uniform coats, free from runs and sags and in strict conformance with AWWA standards and manufacturer's recommendations pertaining to heat, humidity, mil thickness, re-coat time, thinning, etc.

The Contractor shall use compressors with after coolers/air dryers to bring the compressed air used for sandblasting to within 5 degrees of ambient air temperature and remove excessive moisture from the blast stream.

The Utility and/or its representatives may inspect at any time job progress, surface preparation, paint application, mil thickness, anchor pattern, substrate cleanliness, materials, etc. If any deficiency is found, the Contractor shall remedy at their own expense. Any re-work shall not affect completion time.

If the Utility elects to employ an independent inspector, an additional cost not to exceed \$5,000 may be added to the contract amount to cover the added time required to coordinate inspections.

Contractor shall have been in business for more than 5 years and have completed ten or more projects of similar size and importance to the customer's satisfaction.

The Contractor shall leave the site in pre-project condition.

UTILITY'S RESPONSIBILITIES:

Utility shall be responsible for having all antennas, cables, and equipment removed from the water tower prior to project start. Utility shall be responsible for any spot-repairs needed to the paint after this equipment has been re-installed on the tower.

Utility shall be responsible for the disposal of non-hazardous spent abrasive and garbage accumulated from the project.

Utility shall be responsible for providing an adequate work site for the project and its necessary equipment. Contractor shall work with the Utility to minimize damage to existing lawn and access drive surfaces.

Utility shall provide a location for an on-site job trailer/first aid facility/shower facility. Utility shall provide a source of potable water and 220 power necessary to the project and equipment.

Utility shall be responsible for temporary relocation of any power/high lines in direct proximity of the tower to a safe distance for exterior rigging.

SPECIFICATIONS

**500,000 Gallon Water Tower
Pleasant Prairie, Wisconsin**

TIME OF COMPLETION:

The elevated water storage tank shall be painted in the 2019 painting season. Once the tank is drained, the Contractor shall work diligently seven days a week to minimize tank downtime. The tank shall not be out of service for more than 60 calendar days including cure and disinfection time. For every day after the initial 60 days the work is not complete, the Contractor shall pay the Utility \$500 per day in the form of liquidated damages until the work is complete. The Utility may waive or grant an extension of time at its discretion due to weather or other uncontrollable circumstances.

INSURANCE:

Before any work is started, the Contractor shall submit and file with the Utility a certificate of insurance showing the following coverage:

Comprehensive General Liability Insurance:

\$2,000,000 Bodily Injury-General Liability & Automobile
\$2,000,000 Property Damage-Other than Automobile
\$1,000,000 per accident-Property Damage & Automobile

Products:

\$1,000,000 Completed Operations Aggregate Limit

Excess Liability:

\$5,000,000 Umbrella Coverage

Worker's Compensation: Statutory

This policy shall cover all owned, hired or rented motor vehicles used in work performed by Contractor under this agreement.

WARRANTY:

The Contractor shall warrant all application and workmanship for a period of one year from completion. If any failures occur, the Contractor shall remedy at their own expense.

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

March 14, 2019

VILLAGE OF PLEASANT PRAIRIE
ATTN: VESNA SAVIC
9915 39TH AVENUE
PLEASANT PRAIRIE, WI 53158

via email

RE: Our Claim #: WM000301740168
 Date of Loss: 09/06/2016
 Claimant: Kirstin Pruyn, 322 108th Street, Pleasant Prairie WI 53158
 Attorney: *Action Law Offices, Michel Leffler, 1020 West Boulevard
 Racine WI 53405*

Dear Ms. Savic:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the Village of Pleasant Prairie. We are in receipt of the Notice of Claim submitted by Ms. Pruyn through her attorney in which she is asserting a claim for injuries and damages as a result of the above-referenced incident when her bicycle hit a hole as she crossed over the railroad tracks at/near 91st Street and 7th Avenue.

Our investigation has revealed that the Village of Pleasant Prairie was not negligent or liable for this incident as this incident did not occur on the property of the Village of Pleasant Prairie, but rather it occurred on the property of the Union Pacific Railroad. Based on our investigation, the Village does not have any authority or jurisdiction with regard to the railroad tracks. Therefore, in the absence of negligence on behalf of the Village, we recommend that the Village of Pleasant Prairie disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will allow us to shorten the statute of limitations period to six months.

Please send the disallowance, on your letterhead, directly to the claimant at the above listed address. Please also send a copy to the Attorney. These should be sent certified or registered (restricted) mail and must be received by the claimant within 120 days after you received the Notice of Claim (3/6/19). Please send me a copy of the Notice of Disallowance for my file.

Thank you.

Sincerely,

Ginger Kimpton
Senior Casualty Claims Adjuster
855-828-5515 / 866-828-6613 fax
gkimpton@statewidesvcs.com

CC: Rick Kalscheuer, Agent