

**AGENDA**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PLEASANT PRAIRIE VILLAGE BOARD**  
**PLEASANT PRAIRIE WATER UTILITY**  
**PLEASANT PRAIRIE SEWER UTILITY**  
**Village Hall Auditorium**  
**9915 – 39th Avenue**  
**Pleasant Prairie, WI**  
**March 7, 2016**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meeting – February 15, 2016
5. Public Hearing
  - A. Consider the construction of a water main on Springbrook Road (CTH ML) beginning at Green Bay Road (STH 31) going north-east, approximately 6,600 feet and Resolution #16-12 approving said project.
6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
7. Administrator’s Report
8. New Business
  - A. Presentation by the Village attorney of an analysis of recent amendments to Section 980 of the Wisconsin Statutes relating to the placement of supervised released sex offenders and its impact on Chapter 287 of the Village’s Municipal Code.
  - B. Consider Ordinance #16-07 to Amend Chapter 348 of the Municipal Code relating to parking regulations.
  - C. Receive Plan Commission recommendation and consider Ordinance #16-02 to amend Section 420-126 D (21) (c) of the Zoning Ordinance to add outdoor storage and/or display of merchandise as a conditional use in the I-I, Institutional District and to amend Sections 420-26 K (3) and (4) to clarify that outside storage and/or display of merchandise is only allowed if approved under the conditional use provisions of the Zoning Ordinance.

- D. Receive Plan Commission recommendation and consider Ordinances #16-03 and #16-04 to amend Section 420-128 C of the Zoning Ordinance regarding mapping disputes in the C-1, Lowland Resource Conservancy District and Section 420-130 C regarding mapping corrections in the C-3, Natural and Scientific Area Resource Conservancy District.
- E. Receive Plan Commission recommendation and consider Ordinance #16-05 to amend Sections 420-27 A, B and C of the Zoning Ordinance related to application fees, Section 420-28 B (3) and (4) related to sign permit fees; Section 420-29 B thru E related to other fees; and Section 420-29 J related to commercial communication structure application and permit fees.
- F. Consider Ordinance #16-06 to amend Chapter 410 of the Village Municipal Code related to developments required to install Digital Security Imaging Systems (DSIS) and hardware standards.
- G. Consider an Award of Contract for the construction of water main on Sheridan Road (STH 32) north of STH 165, on 91<sup>st</sup> Street (east of STH 32), and on 7<sup>th</sup> Avenue to 90<sup>th</sup> Street.
- H. Consider a Professional Services Agreement for the conceptual design of a roundabout at the intersection of the East Frontage Road, Corporate Drive and 116<sup>th</sup> Avenue.
- I. Consider an Award of Contract for the construction of water main on Springbrook Road (CTH ML) beginning at Green Bay Road (STH 31) going north-east approximately 6,600 feet.
- J. Consider a Professional Engineering Services Agreement for construction management of the Springbrook Road water main project beginning at Green Bay Road (STH 31) going north-east approximately 6,600 feet.
- K. Consider the request of We Energies for a Distribution Easement on Village owned property located in the vicinity of the STH 165 sanitary sewer lift station.
- L. Consider Resolution #16-11 to dispose of surplus vehicles.
- M. Consider an Award of Contract for the 2016 Paving Program.
- N. Consider an Award of Contract for upgrades to the refueling tank system at the Roger Prange Municipal Center.

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- O. Consider Agreement for the Employment of a School Resource Officer with the Kenosha Unified School District.
  - P. Consider an Award of Contract for the remaining 2016 Village Newsletter printing and mailing service.
  - Q. Consider disallowing the Claim filed by Scott Phillips for damage to a vehicle.
  - R. Consider an appointment to the Plan Commission.
9. Village Board Comments
- 10 Adjournment

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**Pleasant Prairie, WI**  
**February 15, 2016**  
**6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, February 15, 2016. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director; Dan Honore, IT Director; Sandro Perez, Inspection Superintendent and Jane M. Romanowski, Village Clerk.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETING - FEBRUARY 1, 2016**

Kris Keckler:

Move to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Any additions, corrections?

**KECKLER MOVED TO APPROVE THE MINUTES OF THE FEBRUARY 1, 2016 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

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**5. COMMUNITY RECOGNITION AND HONORS**

John Steinbrink:

We're every fortunate tonight to have with us some very outstanding people to be honored this evening. And we welcome the new officers here this evening also. And I don't know if everybody heard it, but after the recognitions if the new recruits and their families want to go to the auditorium there is a reception there --

Mike Pollocoff:

The training room.

John Steinbrink:

The training room. Can you tell everybody where that is?

Mike Pollocoff:

The training room is right there where Chris Christenson is pointing for that group of people. And then after the awards are given we'll be closing the curtain and everybody else will be at the back end of the auditorium, and the Village Board meeting will continue afterwards.

John Steinbrink:

We do have more seats up here if people want to sit down. You need to be seated. With that we'll go with Item 5, Item A.

**A. Consider Resolution #16-08 Naming a Multi-Use Trail in Honor of Donald Hackbarth's many years of service to the Village.**

Mike Pollocoff:

Mr. President, Don's in the back there hiding out. Don, if you and Bev want to come up. This is Resolution 08, Resolution naming the Multi-Use Trail between County Highway C and Prairie Springs Park the Donald Hackbarth Trail in honor of his many years of service to the Village of Pleasant Prairie.

Whereas, Donald Hackbarth has served as the Pastor of Good Shepherd Lutheran Church in the Village of Pleasant Prairie over the past 30 years; and Whereas, Donald Hackbarth, over the past 30 years, has served the community as a member of the Pleasant Prairie Park Commission, as Chaplain of the Pleasant Prairie Fire & Rescue Department since June of 1988, and as a member of the Pleasant Prairie Plan Commission since May of 1993; and Whereas, on numerous occasions, Donald Hackbarth, as Chaplain, has provided counsel to Pleasant Prairie Fire & Rescue personnel as a result of unspeakable tragedies they have witnessed during the course of their official duties; and Whereas, through his decades of effort and dedication, Donald Hackbarth has touched the lives

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of citizens in more ways than most will ever realize; and Whereas, Donald Hackbarth's dedication to the natural resources in the Village has served as his compass as he considered proposals for new development in the Village and voted to protect numerous stands of oak trees from the impact of development; and Whereas, as a result of preservation efforts promoted by Donald Hackbarth, the Village has pursued numerous woodland preservation and trail projects throughout Pleasant Prairie, and the Village is currently in the final stages of completing a multi-use trail between County Highway C to Prairie Springs Park.

Now, therefore be it resolved, by the Board of Trustees of the Village of Pleasant Prairie, that the trail that winds over the river and through the woods, from County Highway C to Prairie Springs Park, be named and known henceforth as the Donald Hackbarth Trail. Considered this 15th day of February, 2016.

John Steinbrink:

Do we have a motion?

Steve Kumorkiewicz:

I'll make a motion to adopt Resolution 16-08.

Michael Serpe:

Second.

John Steinbrink:

Motion by Steve, second by Mike.

**KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #16-08 NAMING A MULTI-USE TRAIL IN HONOR OF DONALD HACKBARTH'S MANY YEARS OF SERVICE TO THE VILLAGE; SECONDED BY SERPE; MOTION CARRIED 5-0.**

John Steinbrink:

Opposed? So carries. Don, this is a great honor. You should know that most of these only have five whereas's, we gave you six.

Mike Pollocoff:

If you look at the maps that are going up here the trail has just been completed. It includes a 440 foot wood span bridge over the Des Plaines River. It was built with grant money. It was also built with the help of high school students, our own staff. It's been a multi-year project and is now coming to fruition.

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Don Hackbarth:

Thank you.

**B. Consider Resolution #16-04 of Appreciation and Recognition to Retiring Pleasant Prairie Police Deputy Chief David Mogensen.**

Mike Pollocoff:

Resolution 16-04, Resolution of Appreciation to retiring Pleasant Prairie Police Deputy Chief David Mogensen for 28 years of outstanding public service to the citizens of Pleasant Prairie.

Whereas, Deputy Chief Mogensen has served the citizens of Pleasant Prairie as a law enforcement officer with honor and distinction since 1989, a period spanning 28 years; and Whereas, Deputy Chief Mogensen has served the Pleasant Prairie Police Department as an Accident Reconstructionist and has attained the following ranks throughout his career in law enforcement: Patrol Officer, Sergeant, Lieutenant Captain, Assistant Chief, Deputy Chief, and Interim Chief; and Whereas, Deputy Chief Mogensen has organized and directly supervised numerous high profile investigations and has contributed to the community as a highly motivated, skilled, and caring professional; and Whereas, Deputy Chief Mogensen's leadership and knowledge has been a contributing factor to the success of this organization; and Whereas, Deputy Chief Mogensen's concern for his fellow officers and staff has fostered the growth, professionalism, and familial atmosphere of the department.

Now, therefore be it resolved by the Board of Trustees of the Village of Pleasant Prairie, that, on the occasion of his retirement, Deputy Chief David Mogensen be recognized for his 28 years of law enforcement service to members of the Pleasant Prairie Police Department and the citizens of the Village of Pleasant Prairie and that he receive our most sincere thanks and appreciation. Considered this 15th day of February, 2016. Come on up.

John Steinbrink:

We'll let you come right up here.

Mike Pollocoff:

I can remember a time when were just starting to automate the dispatch center for Pleasant Prairie. And we found a really good deal on his computers called Ta Tung.

Chief Mogensen:

I remember that well.

Mike Pollocoff:

You remember that well. And I remember Dave working these Ta Tung Computers, and he's the only person that could get them going until we could afford something better.

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Chief Mogensen:

There was one trick to it. The only way I could get it to work was to actually kick it.

John Steinbrink:

Dave, congratulations. You know, earlier in the day the sketch artist from the Village did a chalk outline of Dave right out here on the sidewalk [inaudible]. So maybe later we'll do a better one.

Chief Mogensen:

All right, I appreciate that. Thank you. Thank you very much.

John Steinbrink:

We had a motion, we had a second. Those in favor?

Steve Kumorkiewicz:

No motion yet.

**KECKLER MOVED TO ADOPT RESOLUTION #16-04 OF APPRECIATION AND RECOGNITION TO RETIRING PLEASANT PRAIRIE POLICE DEPUTY CHIEF DAVID MOGENSEN; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**C. Consider Resolution #16-06 of Appreciation and Recognition to Retiring Pleasant Prairie Police Officer William Larson.**

Mike Pollocoff:

Resolution 16-06 is Resolution of Appreciation to retiring Pleasant Prairie Police Officer William Larson for 24 years of outstanding public service to the citizens of the Village of Pleasant Prairie.

Whereas, prior to joining the Pleasant Prairie Police Department, Officer Larson served as a law enforcement officer in the State of Texas for five years; and Whereas, Officer Larson has served the citizens of Pleasant Prairie as a Police Officer with honor and distinction since June 15, 1992, a period spanning 24 years; and Whereas, Officer Larson served as a proven leader and role model to younger officers during his tenure as a Patrol Officer with the Village of Pleasant Prairie Police Department; and Whereas, Officer Larson has been recognized with nineteen letters of commendation throughout his career; and Whereas, based on his dedication and commitment to the finest standards during his law enforcement career, in 2015, Officer Larson was recognized by Veterans of Foreign Wars Pleasant Prairie Post 7308 and the Wisconsin Veterans of Foreign Wars with the Law Enforcement Public Servant Award; and Whereas, Officer Larson has exemplified the Pleasant Prairie Police Department's mission to fight crime and the fear of crime, enforce the ordinances of the Village of Pleasant Prairie and the laws of the State of Wisconsin, ensuring each

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citizen the freedoms granted under the Constitution of the United States of America while conducting himself as an exceptional employee.

Now, therefore be it resolved by the Board of Trustees of the Village of Pleasant Prairie, that, on the occasion of his retirement, William Larson be recognized for his 29 years of law enforcement service and his 24 years of service to the citizens of the Village of Pleasant Prairie and that he receive our most sincere thanks and appreciation. Considered 15th day of February, 2016.

Michael Serpe:

To the young officers that are here tonight, you can learn something from some of the older officers. And Bill and Dave are two of them. Calm and cool approach at your job. Calm and cool. It's something to keep in mind.

Dave Klimisch:

I move approval of 16-06.

Michael Serpe:

Second.

**KLMISCH MOVED TO ADOPT RESOLUTION #16-06 OF APPRECIATION AND RECOGNITION TO RETIRING PLEASANT PRAIRIE POLICE OFFICER WILLIAM LARSON; SECONDED BY SERPE; MOTION CARRIED 5-0.**

**D. Consider Resolution #16-05 of appreciation and Recognition to Anna Santelli upon her retirement.**

Mike Pollocoff:

Resolution #1605, Resolution of Appreciation and Recognition to Anna Santelli for her years of service to the Village of Pleasant Prairie.

Whereas, Anna Santelli retired from the Village of Pleasant Prairie Fire & Rescue Department on August, 30, 2015, after twenty six years of dedicated service to the citizens of Pleasant Prairie; and Whereas, Anna Richter Santelli became a member of the Village Fire & Rescue Department on April 1, 1989 as a Paid-on-Call Firefighter while attending college in Champaign, Illinois; and Whereas, Anna Santelli earned several certifications, including: Emergency Medical Technician-DA, Firefighter I and II, Rope Rescue, Paramedic, Fire Officer, and Driver/Operator for both Pumper and Aerial trucks; and Whereas, Anna Santelli was promoted to Lieutenant in the year 2000; Anna completed 170 hours of Structural Burn Training, provided 4,441 paid-on-call hours between 2000 and 2010 and 8,995 part-time hours since 1998, and has responded to 445 off-duty all-tones since 1998; and Whereas, Anna Santelli served on the purchasing committee and as the Secretary and Treasurer for the Fire & Rescue Association and was an outstanding company officer.

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Now, therefore be it resolved by the Board of Trustees of the Village of Pleasant Prairie, on behalf of all of its citizens and staff, that we extend our most sincere respect and appreciation for Anna Santelli's dedicated service to the Village of Pleasant Prairie, our congratulations on her well-earned retirement, and our best wishes for her continued success, happiness and good health in the years to come. Considered this 15th day of February, 2016.

John Steinbrink:

I was reminded to say Anna, it's Anna. And that's pretty easy because like in the movie Frozen there's an Anna. And Anna has warmed all of our hearts with her being here this many years. And we're going to sorely miss you. So congratulations.

Dave Klimisch:

Move approval of 16-05.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Dave, second by Steve for adoption of 16-05.

**KLIMISCH MOVED TO ADOPT RESOLUTION #16-05 OF APPRECIATION AND RECOGNITION TO ANNA SANTELLI UPON HER RETIREMENT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

John Steinbrink:

We've said goodbye to a lot of people but I don't think we're going to really miss them not being here -- I hope we are going to miss them not being here, but they're still going to be around the community. And hopefully they're going to stop by and visit with us. These are special people. They've all done special things for the Village. And it's something hard to replace with other people. So thank you for your service and all you've done for us.

**E. Consider Certificate of Congratulations in honor of Nayef Hamdan for winning the 2016 Middle School Spelling Bee.**

Mike Pollocoff:

Village President, John Steinbrink, on behalf of the entire Village of Pleasant Prairie, wishes to extend his sincere congratulations to Mr. Nayef Hamdan upon taking first place at Kenosha Unified School District's Middle School Spelling Bee held on Wednesday, January 27. President Steinbrink also wishes to recognize Nayef's hard work and practice in preparation for the event. Presented this fifteenth day of February, 2016. Nayef?

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John Steinbrink:

Congratulations. What was your word?

Nayef Hamdan:

Odious. O-D-I-O-U-S.

John Steinbrink:

Shall we take a break?

Mike Pollocoff:

Mr. President, if we could take a short recess here. For the people that want to join in the reception for Pastor Hackbarth at the back end we have a cake. And I know the police reception for the new appointees are going to be in the training room to the left where the Honor Guard is heading. And we'll be closing the curtain for those who want to stay for the rest of the remaining Board meeting. And we should be picking that up by 6:30.

[Recess]

John Steinbrink:

Moving back to the agenda.

**6. PUBLIC HEARING**

- A. Consider a variance related to the minimum depth of six lots, on the vacant properties to be developed, north of the Creekside Crossing development, generally located north of 93rd Street and east of Old Green Bay Road.**

Jean Werbie-Harris:

Mr. President and members of the Board, the petitioner has requested that this item be tabled until the Village Board meeting in March. Specifically they requested it be tabled until March 21st. The items that were to be before Plan Commission were also tabled until the March 14th meeting. So this is specifically for a request for a variance which would come with a public hearing this evening. So we are asking that it be taken up by the Village Board at their March 21st meeting.

Jane Romanowski:

That would be a motion to postpone.

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Kris Keckler:

So moved to postpone.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Any discussion?

**AS REQUESTED BY THE APPLICANT, KECKLER MOVED TO POSTPONE CONSIDERATION OF A VARIANCE RELATED TO THE MINIMUM DEPTH OF SIX LOTS, ON THE VACANT PROPERTIES TO BE DEVELOPED, NORTH OF THE CREEKSIDE CROSSING DEVELOPMENT, GENERALLY LOCATED NORTH OF 93RD STREET AND EAST OF OLD GREEN BAY ROAD; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

## **7. CITIZEN COMMENTS**

John Steinbrink:

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

Stephanie Gracyalny:

Stephanie Gracyalny, 11711 47th Avenue. As you know, at the last Board meeting I brought up concerns surrounding a sex offender half house [inaudible] in the residential neighborhoods of Pleasant Prairie. I'm hoping you will seriously consider revising the ordinance to prevent sex offenders from living within 5,000 feet of one another, and in addition requiring them to be Pleasant Prairie residents.

[Inaudible] I am notified of sex offenders in my area on a regular basis. In one update I recognized that a sex offender from a previous update that was placed in a Pleasant Prairie half way house was now placed in a different half way house within the Village. It seems like Kenosha County is shuffling them from house to house after their time is up at one location. Additionally, with all the notifications I'm getting it's difficult to remember who the 13 to 18 sex offenders are and where they're located.

Ever day to and from work I pass a sex offender half way house on Old Green Bay Road. I have often seen a particular individual who is frequently out in the front yard of the house [inaudible] of a hat and coat. On February 4th on my way home from work I happened to see that same person with the same hat and coat in front of the Quick Trip on Highway 165 directly across the street from the Pleasant Prairie Renaissance School. He was clearly in violation of the Pleasant Prairie ordinance of 2,000 feet. And it seems nobody knew where he was because he's not tracked in real time.

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I knew where he was, but the DOC and the parents of those children didn't know that at that moment a sex offender was right across the street from their children. Yes, we know where they're supposed to be, but look how easy it was for him to violate the rules. I reported him to the DOC supervisor, and upon describing him she knew exactly who he was. She confirmed he was not allowed to be in the proximity of a school, and he had been instructed on where he could and could not go upon placement at the house. She said she would remind him not to go there.

Do you think he or any other sex offenders actually care about violating the rules? Do you think that they cared about the children they molested or the women they violently assaulted? Why would they care about violating the sex offender housing rules? And why is the Village allowing houses full of sex offenders to be put in our residential neighborhoods two to three minutes from schools with easy access to our neighborhood? These can be dangerous people as the records can attest to.

Speaking of residential neighborhoods, it still boggles me that the Old Green Bay Road house is zoned as a single family residential home; however, it's functioning like an apartment complex with four sex offenders being housed at one time. I have even seen the address referred to upper and lower units. Can any single family home be turned into a multiple residents' half way house? Can I turn mine into one?

The landlord who owns these two homes and owns in Northbrook, Illinois is getting rich off Pleasant Prairie. He's padding his pockets at the expense and safety of the women and children of the Village. I respectfully ask that you prioritize changes to this ordinance. Thank you.

John Steinbrink:

Thank you.

Pauline Hammerbeck:

Good evening. I'm here to share some additional thoughts about the three half way houses that shelter sex offenders in the Village. The one near my home along a residential strip on Old Green Bay Road, another one on Sheridan adjacent to the Carol Beach community, and the third that operates out of the King's Motel down the road from the busy Outlet Mall which at the moment is housing eight sex offenders.

These properties are all part of the same Department of Corrections operated half way house program. And there are a lot of things that distinguish those who are placed in these houses from other individual sex offenders who might otherwise live in the Village. For one, the group style housing creates a cluster of sex offenders in a single neighborhood. The half way house near me actually according to the Department of Corrections' website houses six convicted sex offenders in a single family home.

Most other municipalities in the county ban this type of group housing. These half way houses also create a revolving door of new offenders and new risk to us all. There's a new batch of convicted

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felons rotating in and out of these facilities every 30 to 60 days which heightens the concern each time a new person is placed. There's never a point where you can let your guard down as you might with a permanent resident who is a sex offender and over time hasn't caused any concern.

There's also the nature of their offenses. These are mostly repeat sex offenders. And because of the predatory nature of their crimes many are required to be on the sex offender registry for life. These are individuals with aliases such as Psycho Rush and Mad Dog, people on GPS angle bracelets because of the high risk they present to those around them.

A significant percentage of these offenders also have the distinction of having special bulletin notices put out on them when they leave prison to enter these half way houses. And a special bulletin notification is an alert above and beyond the ordinary. It has the purpose according to the Department of Corrections to highlight those cases that pose a significant risk to the community. At the moment ten of the sex offenders living in these half way houses living in Pleasant Prairie do have that distinction including three who live just up the road from my family on Old Green Bay Road.

You might try to offer comfort to residents saying that at least we know where these people are. But that doesn't detract from the fact that the residents of Pleasant Prairie are at an increased risk compared to the residents of most every other community in Kenosha County. That we are housing these convicted sex offenders simply because these other municipalities have decided that they don't want their own residents back. They're out among us in our daily lives.

I met one of these sex offenders at the Pick 'n Save when he made a beeline for my two boys in his motorized scooter in the produce aisle. Another thought it was a good idea to park his bike on my curb with his cell phone in hand as my boys played on the front stoop ten feet away. And these are just a couple of instances. And I know I'm not alone. Because we're taking in all the county's offenders our residents are put in the situation of having higher numbers of interactions with these high risk, very violent, repeat sex offenders that I know they would never, ever expect living in a community like Pleasant Prairie.

And these houses are not without their problems. When I met with the Department of Corrections to learn more about the program the representative told me she's only seen ten major problems throughout the County in the 15 years she's been running the program. Seeing as we run most of the half way houses, I have to assume that they occurred in Pleasant Prairie. But she didn't elaborate or provide details.

But I can tell you what a simple Google search revealed. That in 2011 James Gallatin, a convicted sex offender who was placed in one of these half way houses in Pleasant Prairie, cut off his GPS monitor, drove to Gurnee Mills across the border, where he abducted, robbed and raped a teenage girl. Luckily he was caught, and he's now sentenced to 120 years in prison. But James Gallatin is not very different than any other sex offender who is placed in these houses. He had a former offense, he served time in prison, he received sex offender treatment while incarcerated, and then he was placed into one of these half way houses. And within 30 days he escaped and committed this crime.

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My question to the Board or at least those who served on the Board at that time, why didn't you take any action? My question to all of you now what are you going to do to prevent it from happening again? Because if the Department of Corrections representative I talked to was correct with ten major incidents in 15 years, we're do for another incident any day now. Thank you.

John Steinbrink:

Pauline, can we have your name and address for the record?

Pauline Hammerbeck:

Pauline Hammerbeck, 6724 Springbrook Road.

John Steinbrink:

Thank you. Anyone else wishing to speak under citizens' comments? Hearing none I'm going to close citizens' comments.

## **8. ADMINISTRATOR'S REPORT**

Mike Pollocoff:

Mr. President, all I'd add tonight is that Chief Smetana and I have been working on recreating the Village's ordinance concerning sexual predators. And we're looking to have that before the Board for consideration at their next meeting. We're doing this from two different aspects. One is to be able to provide a level of protection that we can legally sustain and technically be able to find a way to work within the new ramifications or the new limitations by Assembly Bill 4979. And the Senate Bill looks like this is going to the Assembly this week and the Senate next week for adoption. And it changes some of the process. So we want to make sure that a bill that we, or an ordinance we put together is crafted in such a way that we're able to do as much as we can given what will be the current legislation at the time. So I encourage the residents to come to the next meeting. And it will be out on the agenda the Friday before or the Thursday before as part of the agenda that's proposed for them to take a look at.

John Steinbrink:

Thank you, Mike. In my time in Madison we did work on these. And it's not an easy thing to do because we have to abide by the law. Unfortunately everybody's got rights so they say. So as Mike said we are going to be working on this, and hopefully we'll have a solution that withstands a court challenge and yet can benefit the community. Unfortunately we really can't comment on this this evening because it's not an agenda item. And we do take this serious. And it's something I guess if we were to speak our minds we wouldn't be within the constitutional rights of everybody.

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**9. NEW BUSINESS**

- A. Receive Plan Commission recommendation and consider Ordinance #16-01 to correct and amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 and Appendix 10-3 related to no wetlands being found on two vacant properties within the Carol Beach Estates Unit #6 Subdivision.**

Jean Werbie-Harris:

Mr. President and members of the Board, on December 14, 2015, the Plan Commission had adopted a Resolution 15-20 to initiate and petition the Village to amend the 2035 Comprehensive Land Use Plan Map 9.9 related to wetland designations on two properties within the Carol Beach Estates Unit #6 Subdivision, Lot 17 of Block 5 is identified as Tax Parcel Number 93-4-123-184-1210 owned by Carlo and Lauretta Coduti, and Lot 13 of Block 5 that's identified as Tax Parcel Number 93-4-123-184-1190. This one is owned by Christine Erickson.

They recently had wetland stakings completed by a biologist on the properties, and it's been determined that both properties were determined not to be classified with any wetlands. Specifically then Lot 17 of Block 5 of Carol Beach Estates Unit #5 TRC Environmental Corporation had completed the wetland staking on August 31, 2015 and determined, yes, that there were no wetlands on the property. And Lot 13 of Block 5 of Carol Beach Estates Unit 6 the Wisconsin DNR on August 13, 2015 had completed a site visit and determined that there were no wetlands on that property as well.

So in accordance with the Village of Pleasant Prairie 2035 Comprehensive Plan on completion of those wetland stakings the 2035 Land Use Plan Map 9.9 shall be amended to reflect the aforementioned information. The properties are currently zoned R-6 which is an Urban Single Family Residential District. Therefore a zoning map would not be needed. And, again, what we're doing is we're amending the Comprehensive Plan which had identified these properties as wetlands, the sites have been that there are no wetlands, so these lots can be built on for single family residential purposes. With that the staff and the Plan Commission recommend approval of the Comprehensive Plan Amendments Ordinance 16-01.

Michael Serpe:

Jean, was there eve a question as to whether these properties had a wetland on them?

Jean Werbie-Harris:

Yes, there was initially. And, again, remember when all of the lands down in Chiwaukee Prairie were initially put into a wetland classification based on aerial photo interpretation and some of the original wetland maps that were basically back from 1985. Well, until a property owner actually requests their property to be field delineated or verified by an assured biologist or another biologist the understanding is that they're wetlands until they're proven not to be. And in this case the property owners took the appropriate actions in order to identify whether or not there were, in fact,

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wetlands on the property. And they are in a more urbanized area of Carol Beach. And so they will likely be either building themselves or selling the lots for buildable purposes.

Michael Serpe:

So all these lots that are vacant right now and are buildable will have to go through this process in that area?

Jean Werbie-Harris:

There aren't many because, again, this is an area of the Barnes Prairie. So a number of the lots that were vacant were determined by The Nature Conservancy and the DNR a number of years ago to be wetland, and they've acquired most of them. I'm surprised that there are a few of them left actually in this area.

Michael Serpe:

Move approval of 16-01.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of 16-01. Further discussion on this item?

Dave Klimisch:

Jean, is this something the owners arranged and paid for? Or is it something the Village did?

Jean Werbie-Harris:

No, the owners would initiate, and they would have to pay for having the biologist come out and determine if there's wetlands on the property. And then if there's any surveying to be done then they would pay for that as well. Any property owners that have worked with SEWRPC, the Regional Planning Commission, they do it free of charge. But there's typically anywhere from a three to six to nine month wait to have them. So if you hire a private consultant then they pay to have that consultant go out. But in this case since there were no wetlands there was no surveying work that needed to be done, so there were no costs for them for that.

John Steinbrink:

Any further discussion? Hearing none, a roll call vote is requested.

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**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #16-01 TO CORRECT AND AMEND THE VILLAGE OF PLEASANT PRAIRIE 2035 COMPREHENSIVE LAND USE PLAN MAP 9.9 AND APPENDIX 10-3 RELATED TO NO WETLANDS BEING FOUND ON TWO VACANT PROPERTIES WITHIN THE CAROL BEACH ESTATES UNIT #6 SUBDIVISION; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE: KECKLER – AYE; KLIMISCH – AYE; SERPE – AYE; STEINBRINK – AYE; KUMORKIEWICZ – AYE; MOTION CARRIED 5-0.**

- B. Receive Plan Commission recommendation and consider Resolution #16-07 to transfer a portion of Springbrook Court east of Springbrook Road from Kenosha County to the Village of Pleasant Prairie.**

Jean Werbie-Harris:

Mr. President, this is Resolution 16-07, and this is for the jurisdictional transfer of a very small segment or portion of Springbrook Court. This is located between Springbrook Road and the other portion of Springbrook Court that was vacated previously by Kenosha County.

Kenosha County has been working with the Village of Pleasant Prairie in order to work on transfer of the property as well as doing a jurisdictional transfer so that the area that's in the gray that was actually a vacation by Kenosha County. And then this last portion that's about 300, 400 feet that's actually a jurisdictional transfer to the Village of Pleasant Prairie. At some point in the future it could involve a vacation, but right now it's just a jurisdictional transfer to the Village.

Attached in your packets is Exhibit 2, and that identifies the jurisdictional transfer agreement. This actually is going before the County this week as well in order to effectuate that transfer. So Resolution 16-07, again, is the jurisdictional transfer of this small segment of land from Kenosha County to the Village of Pleasant Prairie. A jurisdictional transfer is proposed for this remaining portion of Springbrook Court in order to provide a more efficient provision of services and actually capital planning for both the Village and Kenosha County. So with this resolution the Board accepts this jurisdictional transfer from Kenosha County once they've completed the same process.

Steve Kumorkiewicz:

Move to adopt Resolution 16-07.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Further discussion on this item?

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**KUMORKIEWICZ MOVED TO CONCUR WITH THE COMMISSION RECOMMENDATION AND ADOPT RESOLUTION #16-07 TO TRANSFER A PORTION OF SPRINGBROOK COURT EAST OF SPRINGBROOK ROAD FROM KENOSHA COUNTY TO THE VILLAGE OF PLEASANT PRAIRIE; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.**

**C. Consider the 2016 Sewer Utility Budget and Resolution #16-09 adopting the budget.**

Kathy Goessl:

Tonight I will be presenting both the sewer and water budget in partnership with John Steinbrink, Jr. We'll start with the actual budget we're proposing in summary fashion. This slide that's in front of you shows the major categories of our budget for the sewer utility. First of all for revenue all the details for this summary is actually in your packets that were received line by line on what we're proposing to budget.

Operating revenue is up from 2016 because of an increase in industrial revenue of \$151,000. The majority is attributed to Niagara plus an increase in industrial surcharge revenue up \$100,000 compared to the 2015 budget. Additionally, there's an increase of \$11,000 in commercial sewer revenue.

Operating expenses on the slide is an increase of \$221,085. When you compare that to the 2015 budget, the major increases here in operating expenses is depreciation which is up \$130,000 which is a non-cash item or expense. Treatment is only up \$28,000, and personnel is up \$48,000 for a total increase of \$221,085.

The non-operating expenses is interest expense on debt. That is against interest income on investment including a capital contribution for both years budgeted at \$100,000 which is mainly connection fees. And so it's a very small change on the non-operating revenue.

Transfers, transfers is -- this transfer on this line is to transfer to the general capital project fund to cover the sewer's share of the Roger Prange storage shed that's being built this year. In 2015 the transfer of only \$24,380 was for design of that facility. And for 2016 there's a large increase because now their contribution is for the actual construction of that storage shed.

Decision packets are \$63,000, and we'll be going over those shortly in the next couple of slides. So we're looking at a proposed net gain of \$260,918 for the sewer utility budget for 2016 which is actually a decrease of \$355,000. But when we look at cash we're actually looking at an increase of \$224,000, that last line on the slide. We're looking at going from \$3.3 million, almost \$3.4 million to \$3.6 million in cash based on the budget that's being proposed.

This is a breakdown of where our operating revenue is coming from for the sewer utility. You can see that residential is the biggest chunk at 48 percent which accounts for \$2.6 million. It actually has dropped its share from 50 percent in 2015 due to the increase in industrial. Industrial has increased to 35 percent of the revenue for this sewer utility mainly because of Niagara for a total industrial revenue of \$1.9 million. This includes both industrial surcharges and Niagara as the

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increases to make industrial increase in percentage and dollar revenue. Commercial is our next category which is 16 percent or \$.9 million for commercial. And public authority being the smallest at one percent for the sewer utility.

On the opposite end is our operating expenses. And these are the major operating expenses. The biggest being treatment, and treatment is 40 percent, and it total \$1.9 million to treat our sewage. All our sewage is sent to the City of Kenosha, and the City of Kenosha charges us per thousands of gallons to send through their meters. Depreciation is 30 percent. That's \$1.5 million. This is recognized in the cost of the infrastructure over its useful life. It's a non-cash expense when recognized. Infrastructure was either donated by the developers or installed and paid for by special assessment.

Personnel is 16 percent of \$.8 million. It includes our operational labor, our clerical labor and administrative labor for the utility. Other is nine percent or \$417,000. This includes electric for \$72,000 which is actually down from our budget last year by \$9,000 and contractual services, supplies and phone and other miscellaneous items.

And the last one, the smallest percent is five percent, and it's our fleet internal service charge. It's for the use of vehicles and equipment operated and maintained by our fleet internal service fund. Those are the operating expenses broken down into major categories. Next John will talk about the decision packets that we have for this budget.

John Steinbrink, Jr.:

Mr. President and members of the Board, the decision packets you have in front of you the first one is promotion of a technical support employee to full time. You're going to see these also when we get to the water component of it. Because as in the org charts you're seeing people working on sewer and water projects. So this is actually half of it is charged to sewer, half of it is charged to water throughout these projects.

So the first one we have a full-time employee, well, actually he's a part-time employee right now. He's been with us since 2007. He started off in the parks department, and then he went to the highway department. And he started going to a civil engineering school part time at his own expense. And he actually plans on graduating from UW-Milwaukee this summer as an engineer student with his specialty within civil engineering. And so when we get these people that have been within the organization eight years now and he's really worked through a lot of ranks, we feel it's really important to maintain these people because they really do bring a lot to the community for everything that they've done with their experience with the utility and also their education.

The next is adding an additional full-time utility employee with the sewer and water at cost of \$17,435. And so we would actually be losing a part-time employee position and then funding that with a full-time position with hopes that we retain some better people, get them some of their certifications and provide a better product for the community.

The next one that we have would be a part-time technical support employee for the cost of \$10,455. And then the next two that we have where the sewer and water allocation components charged

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already to the general fund. One of them was a full-time clerical support for the public works department. And then the last was the sewer and water component part of it for the finance part-time clerk for a grand total of just over \$53,000.

The next I have the capital, and I'll go through these. The first one is rebuilding a lift station. A lot of our lift stations have a life of around 20 years old. And probably back five, six years ago we started rebuilding one lift station per year. We use our own crews to do 100 percent of the construction with this, and that does a couple things for the Village. It saves the Village some money because we're doing the work in house obviously. But more importantly when the utility staff rebuilds a lift station they really understand the concept of what they're doing when they're putting in the pumps and the rails and doing the wiring and the controls. There's not many municipalities that would probably take on a project like this. But we're on our sixth one, and we're very fortunate with the staff that we have that we are able to do that.

The second one we have is Heritage Valley lift station abandonment. Heritage Valley lift station is a lift station that if we were not adding this new sewer line we would have to spend \$140,000, \$150,000 to rebuilt it. With the inception of the new sewer D interceptor main it now provides us a conduit to actually add a sewer main to the Heritage Valley lift station. And then disassemble that lift station, have less maintenance, not have to do the rebuild of it and save the Village a lot of money. This is something that was budgeted for 2015. We were hoping to get it around that November, December time frame. We did have the warmest December ever on record so we never had the frost in the ground to really support the heavy equipment that it takes to do it. And so we did start on this project as just a carry over. So we're just carrying over funds that were already approved by the Board last year.

The next one we have is sewer rehab to reduce I & I which is inflow and infiltration. Like Kathy stated earlier the Village pays for every gallon of sewer that goes to the City of Kenosha whether that's actual sewer that comes out of the house or whether that's groundwater that infiltrates into a pipe from a leak or a crack. And so we've been very aggressive with relining sanitary sewer. This year we were able just to finish up the Cooper Road drainage basin. It was a five year project. So we were able to go through and reline a clay sewer all within the sewer itself and accessing through the existing manholes. So really the neighborhood really didn't know that they got a whole new sewer line because we didn't have to go down and disrupt the road and tear everything out and all the additional expenses. It's a newer technology that's out there, and we've been taking advantage of it now for about half of a decade.

The next one is relay a sewer force main. Staff went built and rebuilt the 192 sewer lift station. That's about the 6700 block of 88th Avenue. And then as we were doing the work we noticed that the pipe is really getting old. It's a cast iron pipe that was put in in the '70s. And it's very brittle. It's very frail, and it's starting to crack to the point where we are going to have some catastrophic failures. So we are looking at budgeting some money to relay that forced main from the 6700 block approximately of Highway H and run a new forced main out of PVC pipe all the way down to where it discharges back to gravity which is the 8800 block of Highway 50. And so it's kind of that duration we would be looking at doing a project for that.

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Next is paving program sewer adjustments for just over \$80,000. As our paving program grows staff feels it's very important to keep ahead of any utility work that has to be done. Whether it's putting in a new manhole casting, replacing the rings, retiring something as a part of the paving program. And so the construction crew takes the time to go through and evaluate about how many manholes, how many rings, the condition of the sanitary sewer. And so we make those repairs in conjunction with the paving program to make sure that everything is done in accordance.

Next we have the sanitary sewer master plan for \$30,000. As the Village is growing we really are in need to have an updated sanitary sewer master plan. So as new development comes along, whether it's commercial, industrial, residential, we have a plan for it. This plan will be headed up by the Village Engineer Matt Fineour and his staff. But it is something that's being budgeted within the sewer utility.

Repair pumps for LakeView lift station. LakeView lift station is our largest lift station that we have. It's located around the 9700 block of 88th Avenue. And it really takes everything from probably half of the industrial park and everything all the way west and north to the hospital and discharges it up over the subcontinental divide into the gravity sewer. So we are looking at doing some work with those pumps, replace impellers, just standard maintenance. So we're trying to keep ahead of the curve so we can do it proactively versus reactively with having pumps down.

And the last we have is the miscellaneous items of some air monitors so when the staff goes into confined space we do have new up to speed monitors. We normally keep these monitors about five, six years, and then just technology changes or they wear out or they start having issues, something like that. Security fencing and then some rip cutters for the amount of just over \$78,000 which brings our total capital that we're looking to add this year just under \$1 million.

The next slide I just wanted to show the Board, and we thought it was important enough to have a dedicated slide for it. As a part of that sanitary sewer I&I program, we talked about how the Village -- one pays for all of the water whether it's water from flushing your toilet or sink or anything else you have in your house or if it's groundwater. So this I&I program relining the sewer lines, relining the manholes that give you access points, and then relining the connection that goes from the main into the lateral and up about five, six feet, that actual physical connection, we were able to go through and really reduce the amount of water.

And I'll explain this graph to you. The graph to the left is in 2012. And so we had about I believe it's a, my eyes aren't as good as they used to be, it looks like a one inch rainfall. And so when you have the rainfall just to the left of where the red is it shows the amount of sewer that's passing through a meter at the end of the drainage basin. So you can see how it's around that 50 gallons per minute on a normal cycle. We get a big rain it jumps up to 200 gallons a minute. But keep in mind these sanitary sewers are only designed for residential use and a small amount of infiltration because infiltration is inevitable.

And so we get the large rain event, and then you see it spikes up to 200 gallons a minute, and it takes a while to come down. It doesn't come down very slowly. And then even when it does come down within 48 hours you see how the blue line to the right is still higher hovering around that 100 gpm. It never really gets back down to the 50 until almost a week later. So the Village has to pay

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for all that [inaudible] that goes through there. And then the area that's in red we actually highlighted that in red because that's when Village crew or managements have really started having to watch the amount of flow because that's going to correlate to additional storage that's not in the sewer pipe which ends up being someone's basin.

So members of the Board that have been on for a while they'll remember how Cooper Road drainage basin every year we were having basement backups in there, and that whole basin around that Cooper Road, that 8000 to 8200 block [inaudible] we were having basement backups on a regular basis. And then a lot of times we would have to go and take and pump that sanitary out of the sewer to put it into vactors, or just a worse case scenario just do overflow pumping and pump it into the ditch. Well, now by completing this program you can see it spiked up very quickly, came back down, and then it went down to around that 50 gpm. And so the program that we're doing is working, it's being effective, and we have not had any basement backups within the last couple years. And I do believe that's just because of this money that we put into rebuilding the sanitary sewer.

Kathy Goessl:

So that's our presentation for sewer. Are there any questions, otherwise we'll switch to the water utility.

Michael Serpe:

I just have a comment if I could. I give you credit, John, for the amount of effort and work and money you're putting into the I & I problem. I've said this before and I'll say it again. What bothers me is that we're charged from the City for the amount of sewage we convey to the City for treatment. And I don't know that the City has taken as an aggressive approach on the I & I problem as the Village has. So when they come up with the new rate increases we're fixing our problem, and I don't know that they're doing the same with theirs. So we're actually financing treatment of City I&I problems and not only our own. A good job and I appreciate it. And I was on the Board when Cooper Road and 8200 block would come in with sewer backups and it was not a fun meeting.

Kathy Goessl:

Okay, so we'll switch to the water utility. I have similar slides for the water utility. This is a summary of the 2015 budget and the 2016 proposed for the water utility. We start out with the operating revenue which is up. It's projected to be up by a total of \$378,000. Industrial is the biggest increase of \$240,000 mainly because of Niagara. Public fire is up \$121,000 due to increased assessed values. And commercial is up \$20,000. Other revenues are up some and some are down in terms of the operating categories, for the water utility.

The operating expenses are down by \$232,000. We have an increase, though -- or water is up \$94,000 which is the treatment part -- not treatment, the purchasing of water by \$94,000 which is contributed to Niagara. But electric is down \$51,000. In 2015 we were expecting to run at peak because of Niagara. But we didn't have to run on peak. We were able to run the system and stay

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below peak, therefore saving what we budgeted last year of \$51,000. We, therefore, brought the budget down in that area.

The net operating expenses, again, in 2015 interest income is offset slightly by a debt interest expense. But in 2016 it's only interest income. Water utility is now debt free. And then for transfers the biggest part of this transfer is utility tax paid to the general fund which is budgeted at \$847,927 for both years. The increase is due to the transfer to the general capital project fund to cover the water's share of the Roger Prange storage shed. In 2015 the transfer was budgeted at \$129,000. In 2016 for construction purposes it is being budgeted at \$347,884.

This utility for 2015 we budgeted for an actual loss. But for 2016 because of controlling expenses and increasing revenue we were able to actually budget at a gain for this utility. An increase over last year's loss of \$327,000. The cash is also going up by \$660,000 to \$3 million based on the budget that we are proposing.

This is our water revenue breakdown. You can see here industrial leads the way in term of our water revenue at 40 percent or \$2 million. Our top four water users are now Niagara has pushed to the top, Wisconsin Electric Plant, Fair Oaks Farms and Uline account for almost three fourths of our industrial sales. Residential is 28 percent. That's our second largest category at \$1.4 million. The next category is fire protection which includes both private and public fire protection for a total revenue of \$1.7 million.

Commercial is six percent or \$.6 million. And then also I combined here multifamily is five percent. Those categories used to be together, but now the Public Service Commission has split them. Our top four customers in those two categories is St. Catherine's Hospital, the Westwood Mobil Home Park, Hidden Oaks Apartments and the Prime Outlets. They count for one fourth of the revenue in that category. And public authority is one percent or \$77,000 of our revenue. That includes the Village of Pleasant Prairie and schools in the community.

With us talking about Niagara as being a big increase in our revenue, this is a chart that was put together that shows our revenue from Niagara on a monthly basis for 2015. You can see that in the beginning of January they did not start production. But then you can see it slowly coming up and it spiking in the summertime. And then it goes back down in the wintertime when the demand for water is less. So this is our big customer that has helped our water utility gain some cash surpluses to help us replace infrastructure in the future.

Operating expenses our basic expense here like in the sewer utility is treatment in the water utility it's purchased water. And we purchase our water from the City of Kenosha. And we're budgeting \$2.1 million or 48 percent of our total budget on the water that we purchase. Depreciation is the next biggest category at 24 percent or \$1 million. This is recognizing the cost of the infrastructure over its useful life. It's a non-cash expense when recognized. And infrastructure was either donated by developers or installed and paid by special assessment.

Personnel is our next category at 14 percent or \$.6 million which, again, includes our operational employees as well as administrative and clerical. Other is 12 percent for \$471,000. It includes electrical for 26 percent of it of \$125,000 plus other contractual, minor equipment, office supplies

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and phone in that category. And the smallest percentage is our internal fleet service fund at two percent or \$82,000. This is charged for the use of equipment and vehicles owned by the fleet internal service fund to the water when they use the vehicle or equipment.

As I mentioned, electric is a big expense or one of the bigger expenses in both utilities. And we just kind of wanted to show the trend of that over the last five years. The red is sewer and the blue is water. As John mentioned we have been rebuilding lift stations over the last number of years, so that has helped reduce our electric usage in the sewer utility as well as better monitoring by the utility management and staff. So you can see the line as decreased over time and has leveled off. We spent a little bit more in 2014 and '15, but it's below what we've spent back in 2010.

Water is not as steep of a decline as sewer, but as I mentioned earlier that spike there in '15 is actually Niagara, but we did not have to go to peak. So that spike would have been a lot larger if it wasn't well monitored and able to take water out of even flow to even serve Niagara. I'll switch to John and he can explain his decision packets and his capital.

John Steinbrink, Jr.:

Mr. President and members of the Board, like we talked about with the sanitary sewer, the water budget decision packets, the majority of them, are just the other split of what we have. So we have the same promotion. It's not promoting a second person, it's that same person. It's just the water component of it. The full-time utility and the part-time technical support person is that same position. It's not a doubling up.

The other decision packet that we have which is really being pioneered by the engineer department through Matt Fineour is water model training. The same way that we're looking at having the sewer modeling done we're looking at having the water modeling done and making sure that we do have the training. So we do have a working model and use it on a regular basis. But there's really a lot of moving parts, a lot of components to it. And to really make sure that we're getting an accurate output from it we need to work with a consultant. Matt's decided, and I agree with him wholeheartedly, that we really need to do a lot of this stuff ourselves. Because now with the economy turning around we're going to be having a lot more subdivisions coming online, industrial, you know, what's the best way to build the infrastructure for your water system. Really it's an important decision that has to be made and it has to be made right. And so this water model training will make sure that we can do that in house.

Drain down inspection of our reservoir, the Village has two large water reservoirs each 5 million gallons. They're concrete structures. And DNR requires that we do a drain down inspection of them. So we actually drain them down during non-summer peak months, do an inspection of it just to make sure structurally everything is intact and the fill it back up with water and sanitize it. And that's a turnkey operation by another firm that will come in. And for \$3,500 they take care of that. And then the last two are just the general fund allocations for a full-time clerical support from public works and finance department.

The capital that we'll be doing will be the meter projects. We do have several meter projects. Anytime that we have new water meters, replacement water meters we do have to go through an

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upgrade water meters in our residential and our commercial and our industrial to make sure that we're getting accurate reads on them if they do not pass a certification. We have over 4,000 meters within the Village. And it takes about \$300 for some of the smaller meters to actually replace them and up to \$4,000 or \$5,000 for some of the larger meters. And this just ensures that we are getting accurate readings on our utility.

Hydrant and hydrant meter replacements at \$26,000. We normally have about three, four hydrants that just go back throughout the year. We have an inventory of about 1,500 hydrants. And so when we have one that leaks where the cost of the repair of the hydrant is going to be more than what just installing a new hydrant is. And so when staff has an issue with the hydrant we plan on -- historically we do around that three, four of them. And then in the summer months we do have a hydrant meter program where let's say if you have a landscaper, you're filling a pool or doing something like that, they can rent a meter from Pleasant Prairie to fill their pool, to landscape to run their initial jolt of irrigation that they may have for putting in a new yard, anything like that. And so that would be picking up a couple new meters that do meet the new PSC standards to make sure that we are receiving payment for all of the water that they do use.

The water reservoir mixer. The other reservoir that we have is on Sheridan Road, and that's another 5 million gallon structure. And we had talked about pumping water, taking water non-peak. We do have 5 million gallons of storage in there, and there are times when we're not taking water in and we're not taking any water out. And so when it gets really cold it can develop some ice on top of there. Any time you get some ice in a large reservoir, it's 156 feet across in circumference or in diameter I should say, it can start damaging some of the infrastructure that's in there. And so by having something that actually stirs the water up, mixes it up and aerates it in there, just to make sure that we have better chlorine residuals, make sure that ice doesn't form in times when we're not pumping out of there, and to make sure that it's just the best water we can provide the residents.

And in the water system planning for the model the same way that we talked about the sewer, water modeling this is actually the modeling for the water system. And this kind of goes hand-in-hand with the training. So this is actually budgeting for a water system model and then actually have the training for it.

And then the last one that we have are improving and rebuilding some of the pressure reducing pits. Any time that you have different elevations within your landscape it can increase or decrease the pressure. It's very important that when we provide water to our customers that it's not anything like over 100 psia otherwise you start having internal breaks, breaks in the mains, breaks in the lines, something like that. And so we do have I believe it's four pressure reducing pits within the Village that kind of regulate the amount of pressure based on the elevation that we have on the landscape. It's something that's kind of been neglected over the past years. And last year we actually rebuilt our first one. And then we're looking at just rebuilding each one every year until it's complete.

Michael Serpe:

How many water main breaks this year, John?

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John Steinbrink, Jr.:

This past winter I believe we've had two so far. And so we are very fortunate. There are some other communities neighboring the Village that have about two or three a day almost year round. And so for us to have just a couple within the year it really puts us in a good position. And staff works really hard managing our SCADA system. That's the system that turns the pumps on and off. And by maintaining these pressure reducing pits it eliminates any sort of water hammer, any sort of pressure fluctuation that could potentially cause a water main break.

Michael Serpe:

The ones that broke were they older mains or were they just --

John Steinbrink, Jr.:

It was older mains. We do have a little bit of ductile iron within the Village. And a lot of the clay soils that the Village have are very acidic. And it's a really bad mix having this iron pipe and this acidic soil in that acidic soil wants to start rusting and eating away and weakening these ductile iron pipes. And so I would say probably 90 percent of our infrastructure is PVC pipe, and it's not really an issue. And even some of our larger transmission mains are PVC pipes. And so there are some ductile iron pipes that we've been having problems with. But it's definitely far and few between.

Mike Pollocoff:

One thing is the Village has worked hard probably the last eight years to put in an automated [inaudible] manage the pressure in the water system. And it also manages the lift stations. And what that enables us to do is to get out of that cycle. Because I can remember when were one of those communities that was having a couple main breaks a day, and we could never get out from under it. And John and his team when we purchased the system, and the system manages the water pressures. There's no sudden increases in pressure or drops. And in those same clay soils you can get some sheering and that's what breaks.

So when come communities are happy to have 20 percent loss we're way below that. That means you're not paying the Kenosha Water Utility for water. We're not paying for crews to be digging up water main breaks that broke over time. And it saves us a lot of money. And in Kenosha, and I'm not singling them out, but it's true for a lot of the older water utilities when they're adjusting pressures or need some more water someplace you've got some guy spinning a valve. And if they go too far they over pressurize it. And here our system we have a computer that does it, and we have people who know how to manage that, and they set up alarms to make it work effectively. So it does keep your electric cost down, and it keeps the cost of maintaining your assets down significantly.

So that's something that John and his team have been working on hard. And it's really probably for the last two, three years I just think we have not had any breaks to speak of. We've really been managing the system. Because there is some older stuff we have. But you can have new mains,

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and if you're spiking your water pressure you can break a new main just as easy as breaking an old main.

Steve Kumorkiewicz:

So, John, what is the water pressure in the mains?

John Steinbrink, Jr.:

The minimum water pressure that you need to have per DNR standards 35 psi, pounds per square inch. We probably are somewhere between that 42 and maybe 70 at some of the lower elevations.

Steve Kumorkiewicz:

So we have an equalized system actually.

John Steinbrink, Jr.:

Well, the system is never equalized because we go from probably an elevation of like maybe 720 at our highest to like 580. And so without getting too technical its two and a half psi for every so many feet that you have in difference of elevation. I'm not sure if that answers your question.

Steve Kumorkiewicz:

I was under the impression it was equalized, and that's why we're lower [inaudible] 40 feet equalized pressure in the system. [Inaudible] all the tanks settling the pressure is going to be pretty much --

John Steinbrink, Jr.:

Oh, sure all of our towers we are on one main water pressure zone per se. And so our four elevated towers all react equally up and down. And they probably fluctuate within it's a 40 foot working operation within that tower. And they probably fluctuate within probably 18 feet of that 40. And so we always keep enough reserve in our elevated towers. Our elevated towers are never more than 50 percent empty. And that provides us enough water for fire protection, for residential use. But then the elevation head or pressure half way up that tower gives us over that minimum 35 psi as required by DNR at the user's faucet.

Kris Keckler:

Just a clarification regarding the fire hydrant fire replacement. I know we talked about before about the aging systems. Was it four a year that you're predicting.

John Steinbrink, Jr.:

Three a year.

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Kris Keckler:

Okay, you had two in the proposal. I just didn't know if that needed to be accelerated. I thought the last year I remember when it came up you were about three or four a year.

John Steinbrink, Jr.:

It's three or four, and so we kind of bounce around and it's an estimate. I hope it's none. Maybe it's two. I mean worse case scenario if it's five or something like that, but we really haven't seen too much more than that. So we just make sure we have some money in the budget allocated it.

Kris Keckler:

Projecting out I mean 10 or 15 years down the road do you expect the replacement rate to accelerate just because of the age and the condition of the hydrants.

John Steinbrink, Jr.:

We currently use a Mueller hydrant which I believe is a better standard than a Traverse City hydrant. A Traverse City hydrant it's a brand, it's like a Ford or a Buick or a Dodge. With Traverse City we seem to have more problems with those. So as we get more of these Traverse City out, and there's still hundreds of them out there. And most hydrants the only time they really get used is when we exercise them just to make sure water comes in and out of them. And so if something's going to go it normally happens during that exercise period.

Kathy Goessl:

Okay, now I'm going to go over a couple of slides that pertain to both utilities as well as some of our other enterprise funds. First of all we're looking at the outstanding principle for our five enterprise funds, well four enterprise funds and our fleet internal service fund. The only enterprise fund that has debt is the sewer utility at \$3.8 million as of end of 2016. All the rest of the utilities and the fleet internal fund has no debt outstanding. We paid off our last debt in water last year, and our last debt in sanitation two years ago. So we are almost debt free here.

Here's the actual sewer debt itself. You can see its declining. The sewer has not borrowed since 2010. On the blue line is what is actually happening, and the red line is the future looking at what we're paying. There is a balloon payment of \$2.2 million in 2020. If we do have the cash there we can pay that off and be debt free as of 2020 if we do not refinance that debt.

These enterprise funds and our fleet internal service funds have a lot of capital assets. And this slide estimates what we're looking at ending 2015 with. The one that has the most assets is our sewer utility and then followed by our water utility and our clean water utility. Fleet is a lot smaller than those other utilities, and also sanitation basically is very small. They don't even own their own trucks. They just pay the fleet internal service fund when they use the trucks to collect garbage and recycling.

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In total these five or four enterprise funds and the fleet internal service fund have assets valued at \$112 million. With additions being offset by depreciation this value hasn't changed much over the last couple years. Depreciation matches what we're buying or actually some of the times probably depreciation is more than what we actually are buying or putting in.

And here's a cash summary. It actually compares the cash at the end of 2015 we're estimating and what we're estimated to end 2016 based on the budget we have presented. I have also presented the clean water utility, fleet internal service and sanitation. Total cash for 2015 we're looking at end of the year with \$11 million. In 2016 we're looking at actually slightly decreasing there to \$10.8 million. The sewer and water you can see the orange is the 2015 we're actually increasing in those two utilities by \$585,000 based on the budgets presented. Whereas the other three have declined for a total of \$721,000, a net decrease in the cash for these five.

Of the sewer cash the \$4.9 million that we have actually has a \$1.3 million reserve which is 26 percent of that total cash is actually reserved as a requirement by the DNR for a replacement. One of the main reasons, well, we need cash to operate the utilities, but we also need cash for the future to be able to replace that infrastructure. You saw that we had \$112 million of infrastructure that in the future will need to be replaced. And we should be gathering cash over the number of years here to be able to not have to borrow to replace that infrastructure in the future. This is what we currently have. It's cash versus our capital assets, what percent of cash of assets.

The one that has the most cash of the percent of assets is our sanitation. But that's because their asset value is very low. Their asset value is only \$362,000 so it's very easy to have a larger percent in that area. Whereas our larger asset groups which is sewer, water and clean water have a lower cash as a percent of their assets. So our goal is to raise these percentages up mainly in these sewer, water and clean water to prepare for the future.

This budget does not -- usually sewer and water budgets do include a rate increase. We're looking at not recommending that at this point. That's the end of my presentation. We're looking at adoption of the two resolutions 16-09 and 16-10.

John Steinbrink:

Thank you.

Michael Serpe:

Looking for a motion for 16-09 I'd make that motion.

Steve Kumorkiewicz:

Second.

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John Steinbrink:

Motion by Mike, second by Steve for adoption of 16-09. Any discussion on the sewer utility budget?

**SERPE MOVED TO ADOPT RESOLUTION #16-09 APPROVING THE 2016 SEWER UTILITY BUDGET; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

Kris Keckler:

Move to approve 16-10.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Kris, second by Dave for adoption of Resolution 16-10, 2016 water utility budget. Any further discussion?

**KLIMISCH MOVED TO ADOPT RESOLUTION #16-10 APPROVING THE 2016 WATER UTILITY BUDGET; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.**

John Steinbrink:

Thank you, guys. That was well presented with a lot of detail. Things have really changed over the years when we started this. The community is better for it. They're getting way more service than probably they were expecting.

**10. VILLAGE BOARD COMMENTS**

John Steinbrink:

It was nice to see the auditorium filled today. Actually we thought this was a big area, but when you put a crowd in here it fills it up. It's nice to be able to see Jean over at the monitor sometimes [inaudible]. We'll get you a little phone book for that chair. Other Board comments?

**11. CONSIDER ENTERING INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(G) WIS. STATS. TO CONFER WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED.**

Village Board Meeting  
February 15, 2016

**SERPE MOVED TO ENTER INTO EXECUTIVE SESSION; SECONDED BY KECKLER; ROLL CALL VOTE: KECKLER – AYE; KUMORKIEWICZ – AYE; SERPE – AYE; KLIMISCH – AYE; STEINBRINK – AYE; MOTION CARRIED 5-0.**

John Steinbrink:

The Board shall return to open session for the purpose of adjournment. No other business will be conducted.

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

**SERPE MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY KECKLER; ROLL CALL VOTE: KECKLER – AYE; KUMORKIEWICZ – AYE; SERPE – AYE; KLIMISCH – AYE; STEINBRINK – AYE; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 8:20 P.M.**

**RESOLUTION #16-12**

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION  
OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST  
BENEFITED PROPERTY WITH THE CONSTRUCTION OF THE SPRINGBROOK  
ROAD WATER MAIN. THE PROJECT GENERALLY CONSISTS OF A 16-INCH  
WATER MAIN ALONG SPRINGBROOK ROAD (CTH "ML") BEGINNING AT  
GREEN BAY ROAD (STH 31) GOING NORTH-EAST, APPROXIMATELY 6,600 FEET  
TO THE NORTHERN PROJECT LIMIT**

**WHEREAS**, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 4<sup>th</sup> day of January, 2016, adopted a Preliminary Resolution #16-01 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of the Springbrook Road Water. The project generally consists of a 16-inch water main along Springbrook Road (CTH "ML") beginning at Green Bay Road (STH 31) going north-east, approximately 6,600 feet to the northern project limit.

**WHEREAS**, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 7<sup>th</sup> day of March, 2016 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

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

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

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$811,329.16. The amount assessed against each of the affected properties is listed on Schedule C.
4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

5. This special assessment is deferred until the property owner connects to the municipal water system. At the time of connection, the property owners may, at their option, pay the assessments to the Treasurer in cash or up to ten equal, annual installments, with interest from November 1<sup>st</sup> of the year they make connection, at the rate of 9% per annum on the unpaid balance. All assessments will be collected in installments as provided in the preceding sentence, except assessments with respect to which the property owner shall within 30 days from the date of the Installment Assessment Notice referred to in Section 6 below elected to pay the assessment in full as provided in such Notice.
6. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 7<sup>th</sup> day of March, 2016.

VILLAGE OF PLEASANT PRAIRIE

---

John P. Steinbrink, Village President

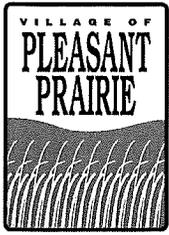
Attest:

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Jane M. Romanowski, Village Clerk

Date Adopted:

Published:



Office of the Village  
Administrator  
**Michael R. Pollocoff**

February 19, 2016

Property owners in the area which is along Springbrook Road (CTH "ML") beginning at Green Bay Road (STH 31) going north-east, approximately 6,600 feet to the northern project limit, in the Village of Pleasant Prairie:

**RE: NOTICE FOR PUBLIC HEARING MARCH 7, 2016, 6:00 P.M. VILLAGE HALL**

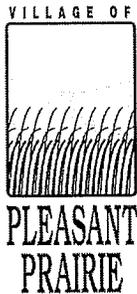
The Village Board will conduct a public hearing on **Monday, March 7, 2016 at 6:00 p.m.** in the Auditorium at the Village Hall, 9915 – 39<sup>th</sup> Avenue. This public hearing will be the last meeting to be held concerning construction public water main improvements located along Springbrook Road (CTH "ML") beginning at Green Bay Road (STH 31) going north-east, approximately 6,600 feet to the northern project limit, in the Village of Pleasant Prairie  
**PUBLIC HEARING MARCH 7, 2016, 6:00 P.M. VILLAGE HALL**

This is the residents' opportunity to comment on the proposed project, prior to the Village Board making their decision to levy a special assessment to construct the water main improvement project. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of the public hearing.

If you have any further questions or require any additional information, please call the Village Engineer, Matthew J. Fineour, P.E., at (262) 948-8951 or myself at (262) 925-6721.

Michael R. Pollocoff  
Village Administrator

Enclosures



## NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

**PLEASE TAKE NOTICE** that the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin has adopted a preliminary resolution declaring its intention to exercise its police power to levy special assessments pursuant to section 66.0703, Wis. Stats., upon property within the following proposed assessment district for benefits conferred upon the property the construction of the Springbrook Road Water Main in the Village of Pleasant Prairie. The project generally consists of a 16-inch water main along Springbrook Road (CTH "ML") beginning at Green Bay Road (STH 31) going north-east, approximately 6,600 feet to the northern project limit, in the Village of Pleasant Prairie.

A report, the estimated cost of improvements and a schedule of proposed assessments are on file at the Pleasant Prairie Village Hall, 9915 39th Avenue, and may be inspected there during any business day between the hours of 8:00 a.m. to 5:00 p.m.

You are further notified that the Governing body will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the above described report **at 6:00 p.m. on the 7<sup>th</sup> day of March, 2016** in the Pleasant Prairie Village Hall. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Dated this 18<sup>th</sup> day of February, 2016.

A handwritten signature in cursive script that reads "Vesna Savic".

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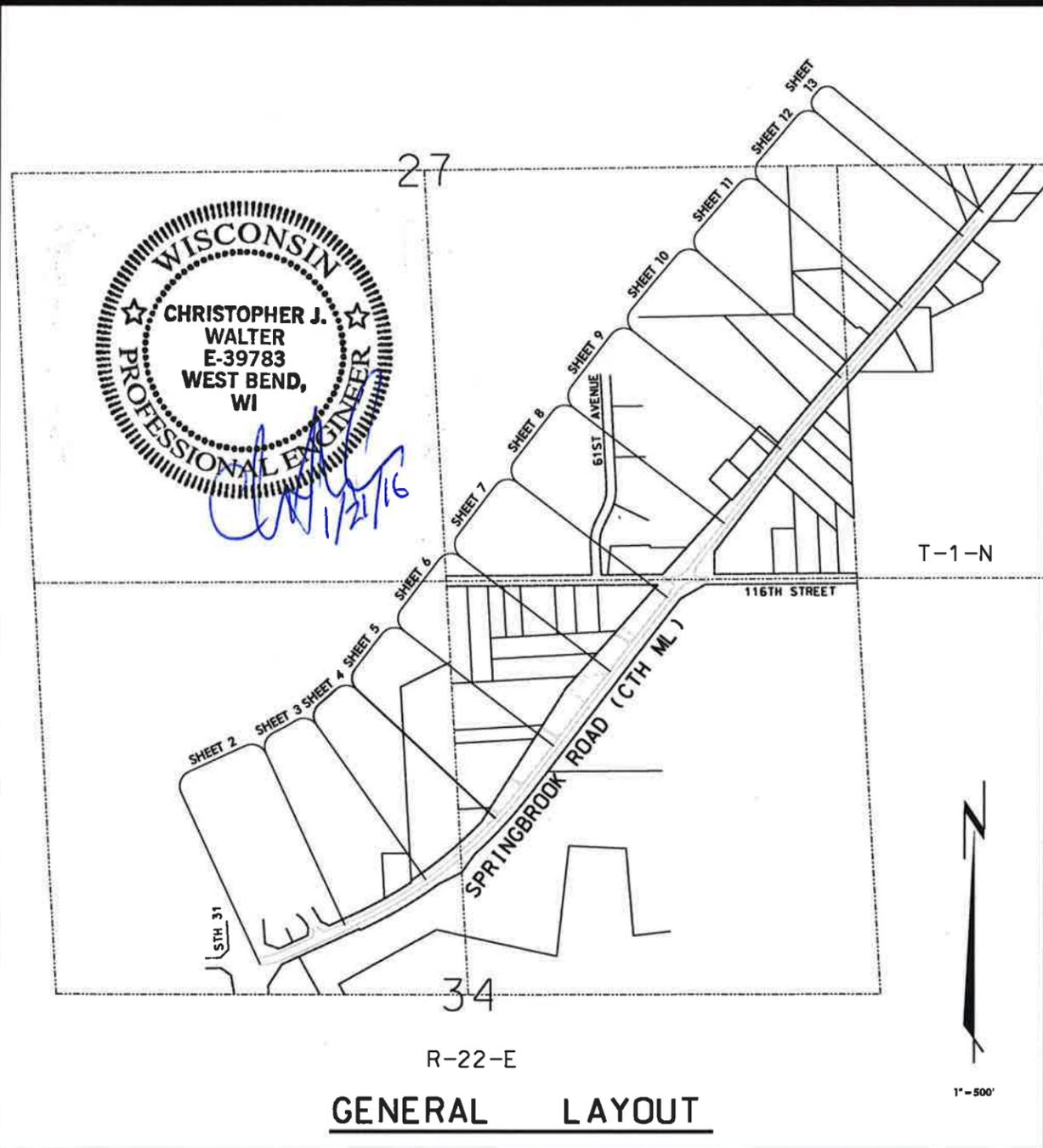
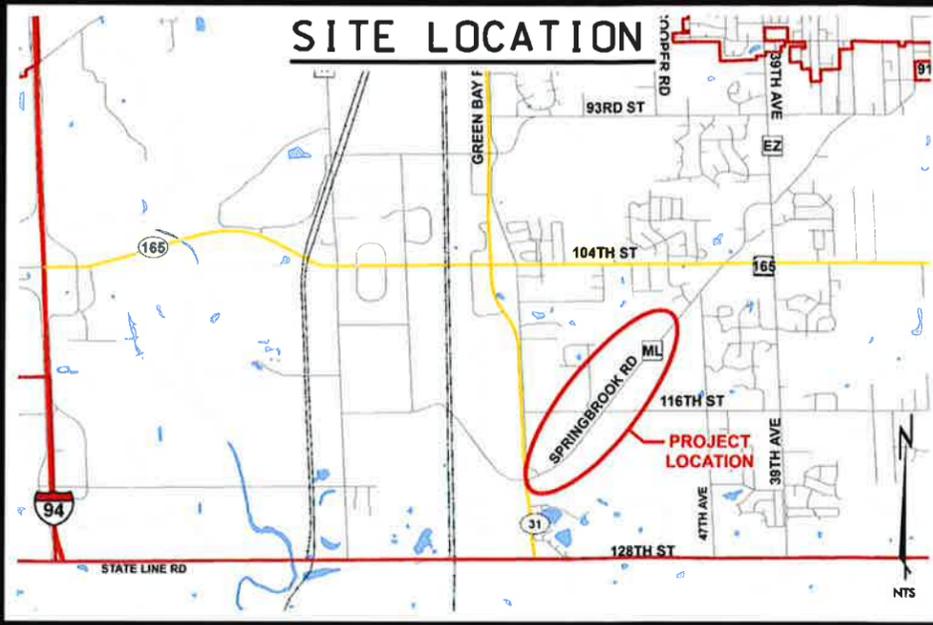
Vesna Savic  
Deputy Village Clerk

Published: February 18, 2016

REVISION/PLOT DATE Sheet01\_Cover.dgn 1/21/2016

# SPRINGBROOK ROAD WATER MAIN VILLAGE OF PLEASANT PRAIRIE

SCHEDULE A



### LEGEND

<ul style="list-style-type: none"> <li>◆ B-1 BORING (&amp; NUMBER)</li> <li>☀ BUSH, CONIFEROUS LABEL, DIA</li> <li>☀ BUSH, DECIDUOUS LABEL, DIA</li> <li>--- CENTERLINE</li> <li>--- 690 CONTOUR LINE, EX</li> <li>--- 700 CONTOUR LINE, NEW</li> <li>▨ CORPORATE LIMITS</li> <li>18" CMP CULVERT/CMP, LABEL</li> <li>--- CURB &amp; GUTTER, EX</li> <li>--- CURB &amp; GUTTER, FUTURE</li> <li>--- CURB &amp; GUTTER, NEW</li> <li>--- DITCH FLOWLINE, EX</li> <li>--- DITCH FLOWLINE, NEW</li> <li>--- EDGE OF DIRT/FIELD</li> <li>--- EDGE OF GRAVEL</li> <li>--- EDGE OF WATER</li> <li>--- EDGE OF WOODS/BRUSH</li> <li>--- FENCE, BARBED WIRE</li> <li>--- FENCE, BOARD</li> <li>--- FENCE, LABEL</li> <li>--- FENCE, RAIL</li> <li>--- FENCE, SILT</li> <li>--- FENCE, CHAIN LINK</li> <li>--- FLOODPLAIN BOUNDARY</li> <li>8" FM FORCE MAIN, EXISTING</li> <li>8" FM FORCE MAIN, NEW</li> <li>⊕ GAS PUMP, ISLAND</li> <li>--- GUY WIRE</li> <li>⊕ HEDGE, DEC/CON</li> <li>⊕ HYDRANT, EXISTING</li> <li>⊕ HYDRANT, NEW</li> <li>⊕ INLET/CATCH BASIN, EXISTING</li> <li>⊕ INLET/CATCH BASIN, NEW</li> <li>--- IRON PIPE</li> <li>--- IRON ROD</li> <li>--- MAIL BOX</li> <li>⊕ MANHOLE, EXISTING</li> <li>⊕ MANHOLE, NEW</li> <li>⊕ MARKER, LABEL</li> <li>--- MATCH/BREAK LINE</li> <li>⊕ POLE, COMBINATION</li> <li>⊕ POLE, LIGHT</li> <li>⊕ POLE, POWER</li> <li>⊕ POLE, TELEPHONE</li> </ul>	<ul style="list-style-type: none"> <li>--- PROPERTY LINE</li> <li>⊕ RAILROAD CROSSING SIGNAL</li> <li>--- RAILROAD TIES LANDSCAPE</li> <li>--- RAILROAD TRACKS</li> <li>--- RIGHT-OF-WAY, EXIST</li> <li>--- RIGHT-OF-WAY, FUTURE</li> <li>--- RIGHT-OF-WAY, NEW ROAD SIGN</li> <li>8" SAN SANITARY SEWER, EX</li> <li>8" SAN SANITARY SEWER, NEW</li> <li>--- SEC. LINE &amp; CORNER</li> <li>24" SS STORM SEWER, EX</li> <li>24" SS STORM SEWER, NEW</li> <li>--- STRUCTURE, EXISTING</li> <li>--- STRUCTURE, FUTURE</li> <li>--- STRUCTURE, NEW</li> <li>--- STRUCTURE, REMOVAL</li> <li>△ SURVEY POINT</li> <li>⊕ TELEPHONE BOOTH</li> <li>⊕ TELEPHONE/ELECTRIC PEDESTAL OR BOX</li> <li>TOP OF BANK TOE/TOP OF BANK, LABEL</li> <li>⊕ TRAFFIC SIGNAL</li> <li>--- TRANSIT LINE W/HPI</li> <li>☀ TREE, CONIFEROUS LABEL, TRUNK DIA</li> <li>☀ TREE, DEADFALL</li> <li>☀ TREE, DECIDUOUS LABEL, TRUNK DIA</li> <li>⊕ TREE, REMOVAL</li> <li>8" 12" TREE, STUMP LABEL, TRUNK DIA</li> <li>--- WALL, BLOCK</li> <li>--- WALL, CONCRETE</li> <li>--- WALL, STONE</li> <li>--- WATER MAIN, EXISTING</li> <li>--- WATER MAIN, NEW 1 DASH PER 2" DIA</li> <li>--- WETLAND, BOUNDARY</li> <li>--- TV UNDERGROUND CABLE, CATV</li> <li>--- E UNDERGROUND CABLE, ELECTRIC</li> <li>--- T UNDERGROUND CABLE, TELEPHONE</li> <li>--- FO UNDERGROUND CABLE, FIBER OPTIC</li> <li>--- G UNDERGROUND MAIN, GAS</li> <li>--- OH OVERHEAD UTILITY</li> <li>⊕ WELL</li> </ul>
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### SHEET INDEX

1. COVER | SITE LOCATION | GENERAL LAYOUT
2. STA. 10+00 - STA. 16+00
3. STA. 16+00 - STA. 22+00
4. STA. 22+00 - STA. 28+00
5. STA. 28+00 - STA. 34+00
6. STA. 34+00 - STA. 40+00
7. STA. 40+00 - STA. 46+00
8. STA. 46+00 - STA. 52+00
9. STA. 52+00 - STA. 58+00
10. STA. 58+00 - STA. 64+00
11. STA. 64+00 - STA. 70+00
12. STA. 70+00 - STA. 76+00
13. STA. 76+00 - STA. 78+00
14. DETAILS - EROSION MATTING
15. DETAILS - PARALLEL HYDRANTS
16. DETAIL - APRON ENDWALLS FOR CULVERT PIPE
17. DETAILS - MAILBOX & INSULATION
18. DETAIL - TRAFFIC CONTROL, SINGLE LANE CLOSURE, NON FREEWAY/EXPRESSWAY
19. DETAIL - TRAFFIC CONTROL, WORK ON SHOULDER OR PARKING LANE, UNDIVIDED ROADWAY

### BENCH MARKS

- |     |  |
|-----|--|
| 150 | RR SPK IN S FACE OF PP #92-04159<br>STA. 13+56, 47' LT<br>ELEV=701.19  |
| 151 | RR SPK IN E FACE OF PP #02-17026<br>STA. 25+47, 48' LT<br>ELEV=717.15  |
| 152 | RR SPK IN E FACE OF PP #02-01945<br>STA. 36+42, 106' LT<br>ELEV=732.98 |
| 153 | RR SPK IN W FACE OF PP #02-01967<br>STA. 47+54, 46' RT<br>ELEV=725.01  |
| 154 | RR SPK IN W FACE OF PP #07-05733<br>STA. 59+48, 44' RT<br>ELEV=733.71  |
| 155 | RR SPK IN W FACE OF PP #10-01699<br>STA. 73+15, 49' RT<br>ELEV=732.31  |

NO.	REVISIONS	BY	DATE	VERIFY SCALES	DRAWN BY:	DESIGNED BY	PROJECT NO.
				BAR IS HALF INCH ON ORIGINAL DRAWING. 0 1/2"	PRELIM MWR	L. PERRA	W150016.00
				IF NOT HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	FINAL MWR	CHECKED BY S. NUNN	SHEET NO.
				REVIS TO CONFORM TO CONSTRUCTION RECORDS DATE	REVIEW LTP	CRS REVIEW BY	1 OF 19
					DATE JANUARY, 2016	SCALE AS NOTED	FILE NO. F-29031

**gai consultants**  
W175 N11081 STONEWOOD DRIVE, SUITE 103  
GERMANTOWN, WI 53022  
262.250.8000 • FAX 262.250.8011

RELEASED FOR CONSTRUCTION 01/21/16

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## ASSESSMENT REPORT

### SPRINGBROOK ROAD WATER MAIN PROJECT PROJECT NO. E-15-001

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In accordance with the Preliminary Resolution (No.16-01) of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on January 4, 2016 with respect to special assessments to be levied on properties benefited by the Springbrook Road Water Main Project, the undersigned reports as follows:

1. Plans. Attached, as Schedule A, final plans for the improvements described above;
2. Cost of Improvements / Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements, cost of the project for a 8-inch equivalent water main, and the assessment rate calculation;
3. Schedule of Proposed Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
4. The new improvements include water main and related appurtenances. The improvements will provide public water supply and protect the public health and welfare of the citizens of the community;

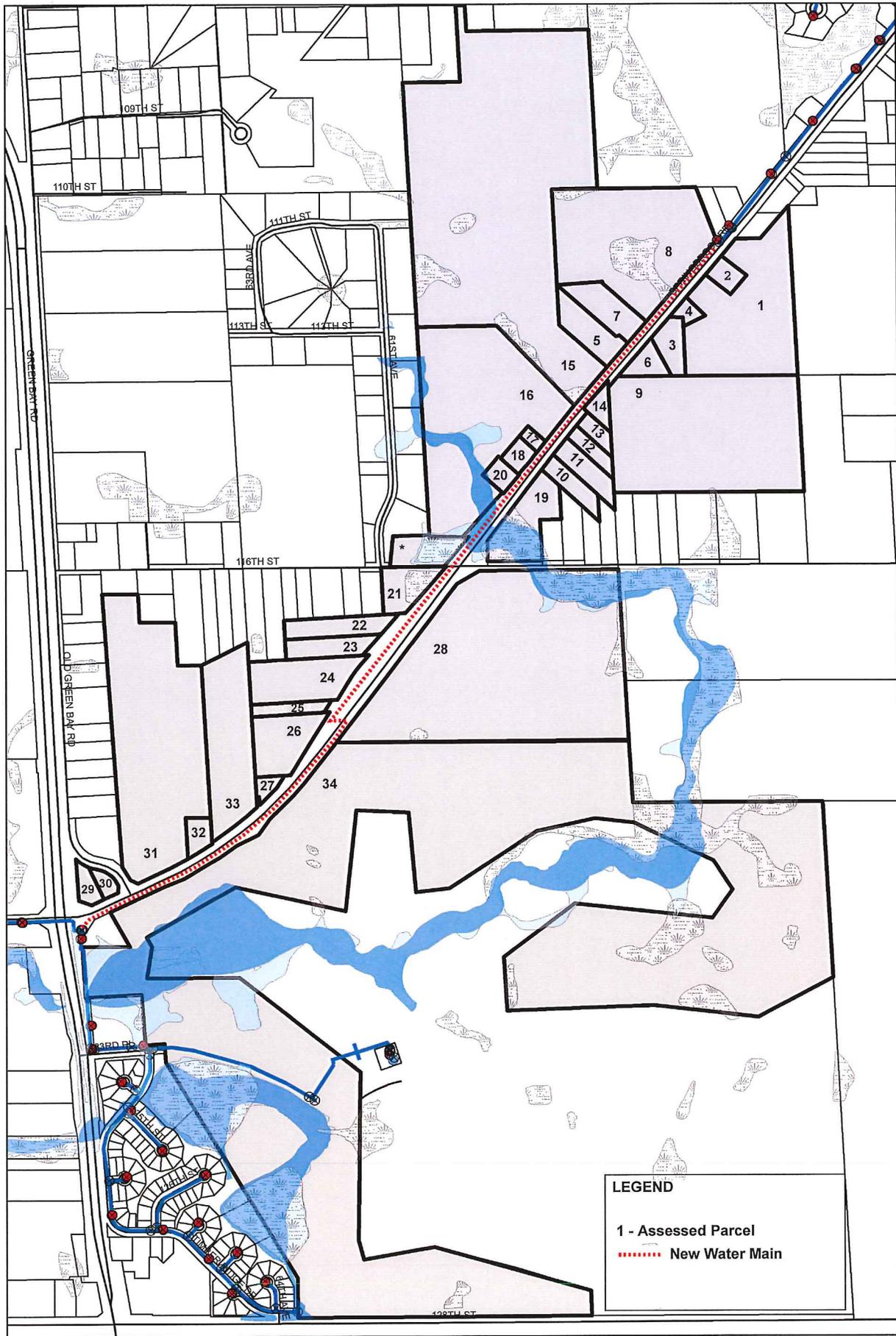
The assessments set forth on Schedule C were determined on the following basis:

- The assessment for the water main utilized the estimated cost for an 8 inch equivalent water main which is used for residential construction and was based on a front footage for those benefitting;

Dated this 15<sup>th</sup> day of February, 2016.



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



FINAL ASSESSMENT MAP  
 SPRINGBROOK ROAD WATER MAIN INTERCONNECTION



**SCHEDULE B**  
**COST OF IMPROVEMENTS / ASSESSMENT METHOD & RATE CALCULATION**

**SPRINGBROOK ROAD WATER MAIN PROJECT**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PROJECT NO. E-15-001**

1. The water main assessment is based on lot frontage of benefited properties.
2. The linear foot cost is calculated as the total project cost divided by the total water main length. This cost was then divided in half to account for both sides of the road. The size of the water main being constructed is 16-inches in diameter. The water main cost was reduced to represent an 8-inch main equivalent cost for the assessment. Water services are not included in the 8-inch water main cost and are accounted for separately in the assessment schedule.
3. The front-footage assessment rate is applied to each benefited property. The "frontage" is the lot dimension abutting the public right-of-way of each benefited property. The following considerations were made for lot frontages:

Parcel 92-4-122-274-0153: Lot frontage exempted the floodplain and wetland areas located on the south side of the property fronting the right-of-way.

Parcel 92-4-122-274-0165: Lot frontage exempted the floodplain and wetland areas located on the south side of the property fronting the right-of-way.

\*Parcel 92-4-122-274-0200: Not listed in assessment. Lot frontage along Springbrook Road was exempted due to wetlands and floodplain. Lot is subject to future assessment for subsequent water extensions to service the lot.

Parcel 92-4-122-341-0051: Lot frontage exempted wetland area along the north side of the property fronting the right-of-way. It is noted that due to the existing house, configuration of the lot, and wetland area, that only the frontage along Springbrook Road was assessed. If the lot is split in the future the subject lot fronting 116<sup>th</sup> Street will be subject to future assessment for subsequent water main extensions along 116<sup>th</sup> Street.

Parcel 92-4-122-341-0200: Assessment includes frontage along Springbrook Road only.

Parcel 92-4-122-344-1700: Assessment includes frontage along Springbrook Road only.

4. Corner lot credits, if applicable, are determined by adding the length of the property along each right-of-way, then subtracting 132-feet. The net result is the assessable front footage. If the length of the property along any right-of-way is not 132 feet long, then the shorter of the two is subtracted from the front footage and the remaining frontage becomes the net assessable frontage.

- a. Parcels 92-4-122-342-0092 and 92-4-122-342-0094 were provided modified corner lot credit(s) due to the irregular shape of the parcels.
- b. Parcel 92-4-122-342-0120 was provided a corner lot credit.

Assessment Rate Calculation-(Frontage Assessment)

Total project cost (16-inch water main):	= \$1,052,305
Total estimated project cost (8-inch equivalent):	= \$878,794
Total length of water main:	= 6,806 linear feet
Cost per linear foot of water main:	= \$129.12 per linear foot
Cost per linear foot of water main per road side	= $\$129.12 / 2 = \$64.56$ per linear foot
Water Main Assessment Rate:	= \$64.56 per assessable front footage
Total bid cost (Water Service Lateral):	= \$108,445
Adjusted cost based on standard right-of-way	= \$62,959
Number of Laterals:	= 29
Water Service Lateral Assessment:	= \$2,171.00 per lateral

See attached project cost.

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

**Payment**

Assessment will be deferred until such time as the subject property connects to the municipal water system, is subdivided, developed, or upon such time as a building permit is issued as determined by the Village.

## Schedule B - Project Cost

Project: Springbrook Road Water Main

Project No. E-15-001  
Date: 3/12/2016

Qty	Units	Item	Bid Price	Unit Price		Cost
				Total	8-inch Equivalent	
<b>WATER MAIN</b>						
3952	LF	16" Water Main (Open Cut-Excavated)	\$108	\$426,816	\$72	\$284,544
2009	LF	16" Water Main (Open Cut-Granular)	\$125	\$251,125	\$89	\$178,801
845	LF	16" Water Main (Open-Cut Slurry or Directional Drill)	\$242	\$204,490	\$110	\$92,950
185	LF	6" Hydrant Lead	\$101	\$18,685	\$101	\$18,685
11	LF	16" Butterfly Valve & Box	\$3,925	\$43,175	\$1,700	\$18,700
15	Each	6" Gate Vavle & Box	\$1,520	\$22,800	\$1,520	\$22,800
15	Each	Hydrant	\$4,600	\$69,000	\$4,600	\$69,000
48	Each	18" CSCP Culvert	\$51	\$2,448	\$51	\$2,448
70	LF	15" CSCP Culvert	\$41	\$2,870	\$41	\$2,870
4	LF	18" CSCP Apron Endwall	\$134	\$536	\$134	\$536
6	Each	15" CSCP Apron Endwall	\$110	\$660	\$110	\$660
1	LS	Survey Project	\$9,700	\$9,700	\$9,700	\$9,700

Subtotal:	\$1,052,305	\$701,694.00
5% Cont	\$52,615	\$35,100.00
Eng / CRS	<u>\$142,000</u>	<u>\$142,000.00</u>
Total:	\$1,246,920	<u>\$878,794.00</u>

Water Main Lenght (ft) 6806.00  
Cost / Linear Foot: \$129.12  
**Cost per road side (\$ per LF / 2): \$64.56**

Qty	Units	Item	Bid Price	Typical 66' ROW		Cost
				Total	Adjustment	
<b>WATER SERVICE</b>						
2040	LF	Water Service Pipe	\$42	\$85,680	957	\$40,194
29	Each	Water Service Fittings	\$785.00	\$22,765	29	\$22,765.00

Subtotal: \$108,445 **\$62,959**

Number of Service 29.00  
**Water Service Assessment Rate - Each \$2,171.00**

**Schedule C - Assessment Schedule**  
**Springbrook Road Water Main Interconnection**  
**Village of Pleasant Prairie**

Water Main Rate: \$ / ft      \$64.56      Water Service Rate: \$ / lot      \$2,171.00

Property Owner and Parcel No.	Frontage Water Main (feet)	Frontage Assessment	Water Service Assessment	Assessment Total	Net Benefit	Damages Awarded	Total Assessment
1 Ted J. & Shenai L. Batwinski 5327 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-263-0103	362.52	\$23,404.29	\$2,171.00	\$25,575.29	\$25,575.29	\$0.00	\$25,575.29
2 Gary & Kathleen Ladousa 5313 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-263-0110	175.00	\$11,298.00	\$2,171.00	\$13,469.00	\$13,469.00	\$0.00	\$13,469.00
3 Richard K. and WF. Donaldson 5427 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-263-0120	191.00	\$12,330.96	\$2,171.00	\$14,501.96	\$14,501.96	\$0.00	\$14,501.96
4 John D. & Rebecca A. Whitefoot 5401 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-263-0140	189.53	\$12,236.06	\$2,171.00	\$14,407.06	\$14,407.06	\$0.00	\$14,407.06
5 Jeffery A. Nelson 5518 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-263-0191	225.00	\$14,526.00	\$2,171.00	\$16,697.00	\$16,697.00	\$0.00	\$16,697.00
6 Gordon R. Gripko 5509 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-263-0195	355.00	\$22,918.80	\$2,171.00	\$25,089.80	\$25,089.80	\$0.00	\$25,089.80
7 Nebojsa & Slavica Asanin 5500 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-263-0208	200.00	\$12,912.00	\$2,171.00	\$15,083.00	\$15,083.00	\$0.00	\$15,083.00
8 David H. Falk 5304 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-263-0211	761.18	\$49,141.78	\$2,171.00	\$51,312.78	\$51,312.78	\$0.00	\$51,312.78
9 Thiele Family Revocable Trust 5535 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-263-0300	104.61	\$6,753.62	\$2,171.00	\$8,924.62	\$8,924.62	\$0.00	\$8,924.62

**Schedule C - Assessment Schedule**  
**Springbrook Road Water Main Interconnection**  
**Village of Pleasant Prairie**

Water Main Rate: \$ / ft      \$64.56      Water Service Rate: \$ / lot      \$2,171.00

Property Owner and Parcel No.	Frontage Water Main (feet)	Frontage Assessment	Water Service Assessment	Assessment Total	Net Benefit	Damages Awarded	Total Assessment
10 Eugene R. & Jeannie Ruhle Trustees of Ruhle Living Trust Dated 5/29/97 5717 Springbrook Road Pleasant Prairie, WI 53158 <b>92-4-122-274-0050</b>	135.00	\$8,715.60	\$2,171.00	\$10,886.60	\$10,886.60	\$0.00	\$10,886.60
11 Ronald C. & Diana L. Dahlberg 5703 Springbrook Road Pleasant Prairie, WI 53158 <b>92-4-122-274-0055</b>	153.40	\$9,903.50	\$2,171.00	\$12,074.50	\$12,074.50	\$0.00	\$12,074.50
12 Richard & Roxanne Pezdir 5621 Springbrook Road Pleasant Prairie, WI 53158 <b>92-4-122-274-0060</b>	98.50	\$6,359.16	\$2,171.00	\$8,530.16	\$8,530.16	\$0.00	\$8,530.16
13 Floyd D. & Annette J. Ishmael Trustees of Ishmael Revocable Trust 5613 Springbrook Road Pleasant Prairie, WI 53158 <b>92-4-122-274-0065</b>	123.00	\$7,940.88	\$2,171.00	\$10,111.88	\$10,111.88	\$0.00	\$10,111.88
14 Suzanne N. & Russell Borders 5601 Springbrook Road Pleasant Prairie, WI 53158 <b>92-4-122-274-0070</b>	226.22	\$14,604.76	\$2,171.00	\$16,775.76	\$16,775.76	\$0.00	\$16,775.76
15 Donald D. Dejno Springbrook Road Pleasant Prairie, WI 53158 <b>92-4-122-274-0105</b>	356.67	\$23,026.62	\$0.00	\$23,026.62	\$23,026.62	\$0.00	\$23,026.62
16 BHT, LLC 5672 Springbrook Road Pleasant Prairie, WI 53158 <b>92-4-122-274-0153</b>	325.64	\$21,023.32	\$2,171.00	\$23,194.32	\$23,194.32	\$0.00	\$23,194.32
17 Donald Hackbarth Trustee of the Donald L. Hackbarth Family Trust 5720 Springbrook Road Pleasant Prairie, WI 53158 <b>92-4-122-274-0155</b>	94.00	\$6,068.64	\$2,171.00	\$8,239.64	\$8,239.64	\$0.00	\$8,239.64
18 Richard & Shirley Frederick 5806 Springbrook Road Pleasant Prairie, WI 53158 <b>92-4-122-274-0160</b>	204.00	\$13,170.24	\$2,171.00	\$15,341.24	\$15,341.24	\$0.00	\$15,341.24

**Schedule C - Assessment Schedule**  
**Springbrook Road Water Main Interconnection**  
**Village of Pleasant Prairie**

Water Main Rate: \$ / ft      \$64.56      Water Service Rate: \$ / lot      \$2,171.00

Property Owner and Parcel No.	Frontage Water Main (feet)	Frontage Assessment	Water Service Assessment	Assessment Total	Net Benefit	Damages Awarded	Total Assessment
19 Matthew J. & Mauren T. Skurski Springbrook Road Pleasant Prairie, WI 53158 92-4-122-274-0165	322.00	\$20,788.32	\$0.00	\$20,788.32	\$20,788.32	\$0.00	\$20,788.32
20 Jack A. Barber 5818 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-274-0170	172.07	\$11,108.84	\$2,171.00	\$13,279.84	\$13,279.84	\$0.00	\$13,279.84
21 Richard Reeves 6018 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-341-0010	123.00	\$7,940.88	\$2,171.00	\$10,111.88	\$10,111.88	\$0.00	\$10,111.88
22 Timothy A. Sr. & Karri L. Bryan 6100 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-341-0051	190.53	\$12,300.62	\$2,171.00	\$14,471.62	\$14,471.62	\$0.00	\$14,471.62
23 Ronald & Cynthia Scott 6106 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-341-0052	200.00	\$12,912.00	\$2,171.00	\$15,083.00	\$15,083.00	\$0.00	\$15,083.00
24 James F. & Lori J. Miller 6112 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-341-0060	382.20	\$24,674.83	\$2,171.00	\$26,845.83	\$26,845.83	\$0.00	\$26,845.83
25 Matthew L. Swingler & Amber E. Campbell 6124 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-341-0065	104.32	\$6,734.90	\$2,171.00	\$8,905.90	\$8,905.90	\$0.00	\$8,905.90
26 Steven M. Hayek 6130 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-341-0075	521.60	\$33,674.50	\$2,171.00	\$35,845.50	\$35,845.50	\$0.00	\$35,845.50

**Schedule C - Assessment Schedule**  
**Springbrook Road Water Main Interconnection**  
**Village of Pleasant Prairie**

Water Main Rate: \$ / ft      \$64.56      Water Service Rate: \$ / lot      \$2,171.00

Property Owner and Parcel No.		Frontage Water Main (feet)	Frontage Assessment	Water Service Assessment	Assessment Total	Net Benefit	Damages Awarded	Total Assessment
27	Roy L. Mukka Mary Preiss 6236 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-341-0080	273.97	\$17,687.50	\$2,171.00	\$19,858.50	\$19,858.50	\$0.00	\$19,858.50
28	Big Oaks, LLC Springbrook Road Pleasant Prairie, WI 53158 92-4-122-341-0200	1,583.70	\$102,243.67	\$0.00	\$102,243.67	\$102,243.67	\$0.00	\$102,243.67
29	Justin Hammerbeck & Pauline A. Tingas 6724 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-342-0092	192.71	\$12,441.36	\$2,171.00	\$14,612.36	\$14,612.36	\$0.00	\$14,612.36
30	Justin Hammerbeck & Pauline A. Tingas Springbrook Road Pleasant Prairie, WI 53158 92-4-122-342-0094	139.64	\$9,015.16	\$4,500.00	\$13,515.16	\$13,515.16	\$0.00	\$13,515.16
31	Rabin and Lynn LLC Springbrook Road Pleasant Prairie, WI 53158 92-4-122-342-0120	430.51	\$27,793.73	\$0.00	\$27,793.73	\$27,793.73	\$0.00	\$27,793.73
32	John L. & Deborah L. Koetz 6414 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-342-0150	201.12	\$12,984.31	\$2,171.00	\$15,155.31	\$15,155.31	\$0.00	\$15,155.31
33	Christopher J. & Rolean Huebner 6326 Springbrook Road Pleasant Prairie, WI 53158 92-4-122-342-0401	400.68	\$25,867.90	\$2,171.00	\$28,038.90	\$28,038.90	\$0.00	\$28,038.90
34	Big Oaks, LLC 6117 123rd Place Pleasant Prairie, WI 53158 92-4-122-344-1700	2,037.46	\$131,538.42	\$0.00	\$131,538.42	\$131,538.42	\$0.00	\$131,538.42
Totals:		11,555.78	\$746,041.16	\$65,288.00	\$811,329.16	\$811,329.16	\$0.00	\$811,329.16

Springbrook Road  
Water Main Project

Parcel # 92-4-122-341-0080

Hello this is Roy Mukka  
at 6236 Springbrook Rd

- I believe the water main project is necessary to move Pl. Prairie forward
- I believe the bid estimates sound a bit high
- I would encourage the board to include sanitary sewer service along with the water main project
- I would appreciate more information on my financial options pertaining to special assessment projects

THANK YOU

Roy Mukka

6236 Springbrook Rd

Roymukka@AOL.com

**RECEIVED**

FEB 29 2016

VILLAGE OF PLEASANT PRAIRIE  
ENGINEERING DEPARTMENT

## MEMORANDUM

To: Michael Pollocoff, Chief David Smetana, Board of the Village of Pleasant Prairie  
From: Timothy J. Geraghty  
Date: March 4, 2016  
Re: **Sex Offenders, Civil Commitment, & Supervised Release**

---

The State Legislature and Governor Scott Walker recently enacted 2015 Wisconsin Act 156. That Act made several changes to Wisconsin's system for supervising sexually violent persons who have been released from civil commitment. You have asked for a summary of those changes, a review of Wisconsin's civil commitment statutes, as well as an explanation of several provisions in those statutes. I have divided this memorandum into two parts. The first summarizes the effect of Act 156 on local municipalities, like the Village of Pleasant Prairie. The second addresses Wisconsin's civil commitment and sex offender registration regimes.

### **1. Act 156 and Municipal Restrictions on Sex Offenders.**

As explained in detail below, Wisconsin has multiple systems for monitoring convicted sex offenders. The most well-known is a registration program for all convicted sex offenders. Wis. Stat. § 301.45(1g). But Wisconsin also maintains a civil commitment scheme for certain convicted sex offenders who are considered sexually violent. *Id.* § 980.02. Act 156 only affects that latter scheme. Under Wisconsin's civil commitment process, sexually violent offenders can be released, under heavy supervision, from secure facilities after showing substantial progress in their treatment. *Id.* § 980.08(4)(cg). Many state departments, municipal organizations, and local law enforcement agencies must work together to find housing for sexually violent offenders on supervised release. *Id.* § 980.08(4)(d)-(em). However, their home-rule powers allow individual municipalities to set unique restrictions for sex offenders. *See City of S. Milwaukee v. Kester*, 2013 WI App 50, ¶¶ 18-19, 347 Wis. 2d 334, 830 N.W.2d 710. Before Act 156, managing supervised releases was an exercise in untangling ordinances that varied widely by municipality.

Act 156 simplified that process by eliminating local variations. Its approach has two components. First, it standardized residency restrictions for sexually violent offenders on supervised release. All offenders must live at least 1,500 feet away from any school, child care facility, public park, place of worship, or youth center. *Id.* § 980.08(4)(f)2. In addition, offenders whose crimes involved vulnerable adults must also reside 1,500 feet from any nursing home or an assisted living facility. *Id.* § 980.08(4)(f)3. And offenders whose crimes involved children cannot live next door to children. *Id.* § 980.08(4)(f)4. Second, Act 156 prohibits municipalities from enforcing their residency ordinances against sexually violent offenders on supervised release and in good standing. *See id.* § 980.135. By setting uniform residency restrictions and overriding any conflicting restrictions, Act 156 standardized the placement process for supervised release.

Act 156 will not have a substantial effect on the Village, as it applies to a limited subset of registered sex offenders. Its amendments only stop the Village from enforcing its 2,000 foot residency restrictions against sexually violent offenders on supervised release. *See Wis. Stat. § 980.135; Pleasant Prairie, Wis., Code §§ 287-3.A, -4* [hereinafter "Vill. Code."]. The Village's remaining prohibitions will remain effective and enforceable. *See Vill. Code § 287-3, -4.*

## 2. Sex Offender Registration & Civil Commitment Are Distinct, But Related.

Understanding the limited effect of Act 156 requires an explanation of Wisconsin's sex offender laws. As required by federal law, Wisconsin maintains a registration system, known as SORP, for persons convicted of certain sex offenses. *See* 42 U.S.C. § 16912; Wis. Stat. § 301.45(1g). Every convicted sex offender must provide detailed and current information, including residences, school enrollment, and places of employment. SORP itself is purely informational and imposes no general restrictions on sex offenders. However, other statutes do place additional restrictions on registered sex offenders. *See, e.g.*, Wis. Stat. §§ 301.475, 948.14. But not all sex offenders are subject to the same restrictions. Other criteria, like the offender's correctional status or the underlying criminal offense, often determine which restrictions are in effect. *Compare* Wis. Stat. § 302.116 (requiring the Department of Corrections to approve the residence of a sex offender on extended supervision), *with* Wis. Stat. § 948.13 (barring certain sex offenders from working or volunteering with children). Most importantly, no single statute imposes uniform residency restrictions on registered sex offenders.

The civil commitment process exists independently of SORP and its derivative restrictions. It neither strengthens nor relaxes those requirements and restrictions. As recently amended, chapter 980 of the Wisconsin Statutes authorizes the commitment of persons convicted of certain sex crimes to the indefinite custody of the Department of Health Services ("DHS") in a treatment facility. *See* Wis. Stat. §§ 980.06, .065. Such commitments can only occur under certain circumstances. First, only someone convicted of a sexually violent offense is eligible for civil commitment.<sup>1</sup> Second, the Department of Justice or a district attorney must petition the convicting court to determine that the convicted person is a sexually violent person ("SVP").<sup>2</sup> *Id.* § 980.02(1). The statutes describe specific procedures for hearing and evaluating that petition. *See id.* §§ 980.02-.05. If the court determines that a person is sexually violent, it commits that person to a secure facility for treatment. *Id.* § 980.065. Commitment is indefinite. Once committed, SVPs remain in custody until they qualify for supervised release, convince the court of their successful treatment, or die. *See id.* §§ 980.08, .09.

Supervised release provides limited relief from the confines of civil commitment. Once a year, a sexually violent person can petition the court for supervised release. *Id.* § 980.08(1). The court can only authorize supervised release if the SVP can prove that:

1. Significant treatment in treatment and the ability to sustain progress if released;
2. Committing an act of sexual violence while released is very unlikely;
3. Necessary treatment is readily available;
4. Compliance with the conditions imposed under supervised release is reasonably likely; and
5. Supervised release will not incur unreasonable costs.

---

<sup>1</sup> "Sexually violent offence" is a defined term. *See* Wis. Stat. § 980.01(6). In general, it encompasses sexual assaults and other violent crimes that were sexually motivated. *Id.*

<sup>2</sup> "Sexually violent person" is also a defined term. *See* Wis. Stat. § 980.01(7). A sexually violent person has committed a sexually violent offence and suffers from a mental disorder that makes that it likely that the person will commit another act of sexual violence. *Id.*

*Id.* § 980.08(4)(cg). After granting supervised release, a long and complex placement process begins. First, the court must designate a county where the sexually violent person will reside. *Id.* §§ 980.08(4)(cm), .105. Then, DHS, the district attorney, the county department of community programs, local law enforcement agencies, and others must all collaborate to identify potential housing. *Id.* § 980.08(4)(d)-(em). They must house the SVP at least 1,500 feet from certain locations like schools and public parks. *Id.* § 980.08(4)(f)2. In addition, SVPs whose crimes involved children cannot live next door to children. *Id.* § 980.08(4)(f)3. Once prepared, the court must review and approve the plan. *Id.* § 980.08(g). DHS and the county department of community programs must also create a supervised release plan that provides for the SVP's particular housing, supervision, counseling, medication, community support, employment, and treatment requirements. *Id.* § 980.08(4)(f). Once approved, the SVP transfers from a secured facility to a new residence, but remains in the custody of DHS, subject to the conditions imposed by the court and any additional rules imposed by DHS. *Id.* § 980.08(6m). Upon petition from DHS, the court can terminate supervised release if the SVP seriously violated a term or condition of release, or threatens the safety of others. *Id.* § 980.08(7)-(8).

**Ordinance No. 16-07  
Ordinance to Amend Chapter 348  
of the Municipal Code of the  
Village of Pleasant Prairie, Kenosha County, Wisconsin  
Relating to Parking Prohibited**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 348 is amended as follows:

**§ 348-8. Parking regulated.**

D. Parking prohibited.

- (12) No person shall park any semi-tractor/semi-cab/semi-truck or semi-trailer, or any other similar commercial vehicle used especially for the hauling of cargo/freight, including box-type trucks, whether or not a trailer is attached or unattached to a motor vehicle, upon any public street or roadway in the Village, except for transports related to the limited and immediate delivery or collection of goods and materials at the address being served.

**Passed and adopted this 7<sup>th</sup> day of March, 2016.**

---

John P. Steinbrink, President

**Attest:**

---

Jane M. Romanowski, Clerk

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

Consider **Zoning Text Amendment (Ord. #16-02)** to amend Section 420-126 D (21) (c) to add Outdoor Storage and/or Display of Merchandise as a Conditional Use in the I-I, Institutional District and to amend Sections 420-26 K (3) and (4) to clarify that outside storage and/or display of merchandise is only allowed if approved under the conditional use provisions of the Zoning Ordinance.

**Recommendation:** On February 22, 2016 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Text Amendments as presented.

## VILLAGE STAFF REPORT OF MARCH 7, 2016

Consider **Zoning Text Amendment (Ord. #16-02)** to amend Section 420-126 D (21) (c) to add Outdoor Storage and/or Display of Merchandise as a Conditional Use in the I-I, Institutional District and to amend Sections 420-26 K (3) and (4) to clarify that outside storage and/or display of merchandise is only allowed if approved under the conditional use provisions of the Zoning Ordinance.

*On January 25, 2016 the Plan Commission adopted Resolution #16-02 to initiate and petition the Village to amend Section 420-126 of the Village Zoning Ordinance related uses allowed in the I-1, Institutional District. Currently outdoor storage or display is only allowed with approval of the Zoning Administrator; however, the ordinance was re-evaluated to allow outdoor storage only with approval of a conditional use permit similar to the M-1 and M-2 Districts requirements.*

The following amendments are proposed to allow outside storage or display of Merchandise in the I-1, Institutional District only with approve of a Conditional Use Permit rather than with approval of the Zoning Administrator. (**Yellow highlighted** being added and **red strikethrough** being deleted)

Section 420-126 D (21) (c) related to miscellaneous uses listed and allowed with approval of a Conditional Use Permit is proposed to be amended to read:

- (c) ~~(Reserved)~~ **Outside storage or display of merchandise.**

Section 420-126 K (3) and (4) related to operational standards for outside storage or display of merchandise is proposed to be amended to read:

- (3) Except as otherwise specifically permitted by this chapter, **under a conditional use permit granted by the Village**, all business activities shall be conducted within a building.

- ~~(4) — No outside storage or display of merchandise is allowed unless specifically approved by the Village Zoning Administrator.~~

**Recommendation:** On February 22, 2016 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Text Amendments as presented.

**ORD. NO. 16-02**  
**ORDINANCE TO AMEND**  
**THE VILLAGE ZONING ORDINANCE (CHAPTER 420)**  
**RELATED TO OUTDOOR STORAGE OR DISPLAY OF MERCHANDISE TO BE ALLOWED**  
**WITH APPROVAL OF A CONDITIONAL USE PERMIT**  
**IN THE I-1, INSTITUTIONAL DISTRICT**  
**IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

**THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DO HEREBY ORDAIN THAT THE FOLLOWING SECTIONS OF THE VILLAGE ZONING ORDINANCE BE AMENDED AS FOLLOWINGS”**

1. **To amend Section 420-126 D (21) (c) related to miscellaneous uses listed and allowed with approval of a Conditional Use Permit to read as follows:**
  - (c) ~~(Reserved)~~ **Outside storage or display of merchandise.**
2. **To amend Section 420-126 K (3) and (4) related to operational standards for outside storage or display of merchandise to read as follows:**
  - (3) Except as otherwise specifically permitted by this chapter, **under a conditional use permit granted by the Village,** all business activities shall be conducted within a building.
  - ~~(4) — No outside storage or display of merchandise is allowed unless specifically approved by the Village Zoning Administrator.~~

**Adopted this 7<sup>th</sup> day of March, 2016.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

02-i-1 cup outdoor storage amend

Consider **Zoning Text Amendments (Ord. #16-03 and Ord #16-04)** to amend Section 420-128 C regarding mapping disputes in the C-1, Lowland Resource Conservancy District and Section 420-130 C regarding mapping corrections in the C-3, Natural and Scientific Area Resource Conservancy District.

**Recommendation:** On February 22, 2016 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Text Amendments as presented.

## VILLAGE STAFF REPORT OF MARCH 7, 2016

Consider **Zoning Text Amendments (Ord. #16-03 and Ord #16-04)** to amend Section 420-128 C regarding mapping disputes in the C-1, Lowland Resource Conservancy District and Section 420-130 C regarding mapping corrections in the C-3, Natural and Scientific Area Resource Conservancy District.

*On November 13, 2006 the Plan Commission adopted Resolution #06-23 to initiate amendments to the C-1 and C-3 District regulations related to mapping disputes to ensure compliance with current Wisconsin Department of Natural Resources.*

1. Section 420-128 C regarding mapping disputes in the C-1, Lowland Resource Conservancy District is being amended to specify the three (3) different wetland staking procedures including:
  - Wisconsin Department of Natural Resources Assured Biologist
  - Non WI DNR Assured Biologist
  - Southeastern Wisconsin Regional Plan Commission Staff Biologist

All of the wetland staking procedures require that a plat of survey with a legal description and a application be submitted to amend the Village Comprehensive Land Use Plan and the Village Zoning Map, if required.

2. Section 420-130 C regarding mapping corrections in the C-3, Natural and Scientific Area Resources Conservancy District is being amended to state that:

Mapping corrections in the C-3 District. Upon the public or the private, nonprofit purchase of land within the Chiwaukee Prairie and Carol Beach Area pursuant to Map 35 on Page 166 of the Community Assistance Planning Report No. 88 prepared by SEWRPC entitled "A Land Use Management Plan for the Chiwaukee Prairie - Carol Beach Area of the Town of Pleasant Prairie," the Village shall initiate the process to rezone the property into the C-3 Natural and Scientific Resource Conservancy District.

**Recommendation:** On February 22, 2016 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Text Amendments as presented.

**ORD. NO. 16-03**

**ORDINANCE TO AMEND  
THE VILLAGE ZONING ORDINANCE (CHAPTER 420)  
RELATED TO MAPPING DISPUTES IN THE C-1, LOWLAND RESOURCE  
CONSERVANCY DISTRICT  
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

**THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN, DO HEREBY ORDAIN THAT SECTION 420-128 C  
OF THE VILLAGE ZONING ORDINANCE BE AMENDED TO READ AS FOLLOWS:**

- C. Mapping disputes. Whenever there is a discrepancy between the official zoning map and actual field conditions, the discrepancy shall be resolved by the property owner or his/her agent by completing a wetland staking by a qualified biologist by any manner specified below:
- (1) Wisconsin Department of Natural Resources (WI DNR) Assured Biologist. The WI DNR offers a program for wetland consultants to have WI DNR assess their accuracy in determining wetland boundaries. Individuals are assured for purposes of State of Wisconsin permits and State-mandated local programs. By using an Assured Biologist concurrence from WI DNR is not needed and wetland delineation issues are unlikely to cause delays in State permit decisions for sites at which these individuals are the lead field delineator and report author. Using this method allows for early planning and the permit application process to proceed more quickly. This approval however, may not satisfy wetland requirements for the US Army Corp of Engineers (ACOE) for any required permits necessary from the ACOE. A list of WI DNR Assured Biologists can be found on the WI DNR Website.
    - (a) The property owner or his/her agent contracts with a WI DNR Assured Biologist to complete a site investigation, wetland report and stake the location of the wetlands on the property, referred to as a wetland staking.
    - (b) Upon completion of the wetland staking the following shall be submitted to the Village:
      - [1] Letter from WI DNR verifying the biologist is a WI DNR Assured Biologist.
      - [2] Wetland Report prepared by the Biologist.
      - [3] A Plat of Survey prepared by a Wisconsin Registered Surveyor that includes at a minimum: the property boundaries and location of any structures on the property; location and legal description of the field delineated wetlands; a note indicating the name of the biologist that completed the wetland staking and the date(s) the wetlands were staked; clear notations as to which areas are wetlands and which areas are uplands; and the square footage or acreage of each.
      - [4] A complete application and application fee to amend the Village Comprehensive Land Use Map and the Village Zoning Map pursuant to Village requirements for said amendments.
  - (2) Non-WI DNR Assured Biologist. The property owner or his/her agent contracts with a qualified biologist to complete a site investigation,

wetland report and stake the location of the wetlands on the property, referred to as a wetland staking. Upon completion of the wetland staking and written approval from the WI DNR, the following shall be submitted to the Village:

- (a) Letter from WI DNR approving the wetland staking.
  - (b) Wetland Report prepared by the Biologist.
  - (c) A Plat of Survey prepared by a Wisconsin Registered Surveyor that includes at a minimum: the property boundaries and location of any structures on the property; location and legal description of the field delineated wetlands; a note indicating the name of the biologist that completed the wetland staking and the date(s) the wetlands were staked; clear notations as to which areas are wetlands and which areas are uplands; and the square footage or acreage of each.
  - (d) A complete application and application fee to amend the Village Comprehensive Land Use Map and the Village Zoning Map pursuant to Village requirements for said amendments.
- (3) Southeastern Wisconsin Regional Plan Commission (SEWRPC) Staff Biologist. The Village will, upon receipt a complete application, coordinate with the staff biologist from the SEWRPC, based on their availability, a site investigation site investigation, wetland report and stake the location of the wetlands on the property, referred to as a wetland staking. The following procedure will be used:
- (a) The property owner or his/her agent shall submit a completed wetland staking application form to the Community Development Department. In addition, the property owner/agent shall submit a application fee pursuant to Article V of this chapter.
  - (b) The property owner or his/her agent shall have the property boundaries clearly delineated and staked on the site by a Wisconsin registered land surveyor so that the field biologist can clearly identify the site boundaries.
  - (c) Upon receipt of the completed application, the Community Development Department staff shall forward a written request letter to SEWRPC to schedule the services of its field biologist.
  - (d) A representative from SEWRPC will contact the Village staff with the date and time of the field staking appointment. The staking appointment may be scheduled more than 90 days after the receipt of a completed application by the Village. The Community Development Department or SEWRPC will notify the owner or his/her agent of the appointment date and approximate time so that the owner/agent can notify the Wisconsin registered land surveyor.
  - (e) The SEWRPC field biologist will field stake the wetlands by flagging the limits of the wetlands on the subject property.
  - (f) The property owner/agent shall contact his/her Wisconsin registered land surveyor to prepare a plat of survey of the wetlands within five days from the date of the biologist's field staking. The owner/agent shall submit the plat of survey to the Community Development Department within 30 days from the date of the biologist's staking.

- (g) The plat of survey, as certified by a Wisconsin registered land surveyor, shall include, at a minimum, the following information: the property boundaries and all structures on the property; the location of the wetlands as staked in the field by the biologist, including a legal description of the wetland area(s); a notation of the date when the wetlands were field staked and which agency, i.e. "Wetland boundary as marked by (agency) SEWRPC on (date) August 5, 1996"; clear notations as to which areas are wetlands and which areas are uplands; and the square footage or acreage of each.
- (h) If the plat of survey is not completed and received by the Community Development Department within the required 30 days from the date of the field staking, the Village will, after providing notice, have the plat of survey completed and all associated costs will be invoiced to the property owner pursuant application requirements (pre-development agreement) specified in Article **V** of this chapter.
- (i) Upon receipt of the plat of survey, the Village will forward a copy of the plat of survey to the SEWRPC for final review and approval.
- (j) Within 30 days of receipt of the final written approval from SEWRPC, the Village will initiate an application to amend the Village Comprehensive Land Use Map and the Village Zoning Map pursuant to Village requirements for said amendments. All associated costs will be invoiced to the property owner pursuant application requirements (pre-development agreement) specified in Article **V** of this chapter.

**Adopted this 7<sup>th</sup> day of March, 2016.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

03-c-1 district

**ORD. NO. 16-04**  
**ORDINANCE TO AMEND**  
**THE VILLAGE ZONING ORDINANCE (CHAPTER 420)**  
**RELATED TO MAPPING CORRECTIONS IN THE**  
**C-3 NATURAL AND SCIENTIFIC AREA RESOURCE CONSERVANCY DISTRICT**  
**IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

**THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DO HEREBY ORDAIN THAT SECTION 420-130 C OF THE VILLAGE ZONING ORDINANCE BE AMENDED AS FOLLOWS:**

- C. Mapping corrections in the C-3 District. Upon the public or the private, nonprofit purchase of land within the Chiwaukee Prairie and Carol Beach Area pursuant to Map 35 on Page 166 of the Community Assistance Planning Report No. 88 prepared by SEWRPC entitled "A Land Use Management Plan for the Chiwaukee Prairie - Carol Beach Area of the Town of Pleasant Prairie," the Village shall initiate the process to rezone the property into the C-3 Natural and Scientific Resource Conservancy District.

**Adopted this 7<sup>th</sup> day of March, 2016.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

04-c-3 district amendments

Consider **Zoning Text Amendment (Ord. #16-05)** to amend Sections 420-27 A, B and C related to Application fees, Section 420-28 B (3) and (4) related to Sign Permit Fees; Section 420-29 B thru E related to other fees; and Section 420-29 J related to commercial communication structure application and permit fees.

**Recommendation:** On February 22, 2016 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Text Amendments as presented.

## VILLAGE STAFF REPORT OF MARCH 7, 2016

Consider **Zoning Text Amendment (Ord. #16-05)** to amend Sections 420-27 A, B and C related to Application fees, Section 420-28 B (3) and (4) related to Sign Permit Fees; Section 420-29 B thru E related to other fees; and Section 420-29 J related to commercial communication structure application and permit fees.

*On January 25, 2016 the Plan Commission adopted Resolution #06-01 to initiate and petition the Village to amend zoning fees imposed by the Village for zoning permits and applications. The following amendments are proposed:*

1. Section 420-27 A is proposed to be amended to add Wetland Staking application of \$225 (and a Pre-development Agreement is required) and to remove the \$225 application fee for Site and Operational Plan and Joint applications for Site and Operational Plan and Conditional Use Applications wherein the building or tenant space is 5,000 square feet or less. (See **attached**)
2. Section 420-27 B is proposed to be amended to remove the size limitation for Site and operational plan application that requires Plan Commission review and Joint applications for site and operational plan and conditional use applications. All Site and Operational plan applications and Joint Site and Operational Plan and Conditional Use applications fees will be \$825 (and a Pre-Development Agreement is required). (See **attached**)
3. Section 420-27 C is proposed to be amended to read as follows (**yellow highlight** added text and **red-strikethrough** is being removed):
  - C. Predevelopment agreement: In addition to application fees specified above in Subsection A and B, the applicant(s) and/or property owner(s) shall agree to be responsible for paying for the ~~actual~~ Village staff (**Planners, Zoning Administrators, Engineers, and GIS employees**) **actual** time spent and resources required for processing and reviewing of the application. As a condition of submitting the application, the applicant(s) and property owner(s) would enter into a predevelopment agreement with the Village which specifies, at a minimum, the property owner's name, address, and telephone and facsimile numbers, the applicant's name, address, and telephone and facsimile numbers, the type of application, current billable rates to be used for review of the application, the address, legal description and tax parcel number of the property(ies), and where and to whom invoices shall be sent. If the person is not the owner of the property, then a copy of the invoice will also be sent to the owner of the property.
    - (1) The Village shall mail said invoices on a monthly basis to the specified person. All invoices shall be paid within 30 days. There is a penalty of 1.5% per month on the unpaid invoice balance, and there is an additional ten-percent penalty if the outstanding invoice, interest and penalty are placed on the tax roll (a lien against the property). The right of the Village to assess a lien against the property shall be one of the remedies available to the Village but shall not be the exclusive remedy. The Village may also sue for a money judgment for any invoices which are past due. Furthermore, if an invoice becomes past due for more than 30 days, the Village may elect to terminate all staff review and to terminate the Village approval process on the application until all delinquent invoices are fully paid.

(2) The Village shall invoice and the applicant/property owner(s) shall pay for the staff billable time and costs spent for processing and reviewing the plans, specifications, drawings and other documents submitted with respect to the proposed application, specific plans, plats, and maps for the development or project; for preparing memorandums and letters; for preparing, mailing, faxing, emailing and publishing meeting notices and agendas; ~~and~~ for meetings, telephone calls and emails with the applicants, agents, developers, property owners, officials and neighbors; and inspecting the site/building/projects. Billable time includes preparing reports and documents for the Village Plan Commission, Village Park Commission, Village Board of Appeals, or ~~the~~ Village Board; and any other Village staff time expended to review or analyze the applications, specific plans, plats, maps or development plans. Other charges included in the billable hours and costs are associated with:

- (a) Preparing and publishing Village municipal code text and map amendments for the referenced application(s) from the Village's consultant. (Note: Invoices from the Village's General E-Code consultant are typically sent semi-annually, which often results in a time delay in sending final invoices from the Village to the owner/applicant);
- (b) The Village staff seeking expert advice in meetings and reviewing and preparing correspondence regarding the specific plans, plats, maps, development plans or project, such as, but not limited to the Village's Attorney, Environmental Consultant, or Architectural Consultant expertise; and
- (c) Requests from the agent/developer/property owners in gathering additional information; preparing GIS mapping; reviewing materials; preparing meetings, documents, letters, emails and other correspondence; and researching information ~~and~~ for existing or speculative development proposals to assure that the proposed applications, specific plans, plats, maps, development plans, Digital Security Imaging System (DSIS) plans, reviews and inspection or project details are in compliance with the applicable Village, county, state or federal ordinances, rules and regulations and any approved plans or specifications.

(3) The Village shall continue to invoice the applicant/property owner until final consideration is made regarding said application and all conditions have been satisfied, preconstruction meetings are held and inspections have been completed or said application is withdrawn in writing by the applicant/property owner(s). All invoices and all Village staff time and resources spent prior to the date of the written request to terminate the application shall be paid by the applicant/property owner(s).

(4) The Zoning Administrator may allow a cash deposit to be accepted by the Village to pay the invoiced amounts in lieu of sending an invoice to be paid. A predevelopment agreement is still required.

4. Section 420-29 B-E related to other fees are proposed to be amended to read as follows (yellow highlight added text and red strikethrough is being removed):

- B. Zoning information request: \$100 per parcel ~~\$30 per parcel plus \$2 per page for information requested to be faxed; or \$55 per parcel for the information~~

~~requested to be returned within 24 hours only if prior approval is granted by the Zoning Administrator plus \$2 per page for information requested to be faxed.~~

- C. Parcel information/review letter: \$155 per parcel.
- D. Release of waiver or other similar document: \$55 plus recording fees.
- ~~E. Wetland staking fees:
  - (1) Application fee: \$550 per parcel (includes the application fee for any necessary Comprehensive Plan amendment and Zoning Map amendment resulting from the wetland staking).
  - (2) Cash deposit. The cash deposit specified below shall be paid at the time the wetland staking application is submitted. Such cash deposit shall be deposited in an interest bearing account and returned to the property owner of record only after the requirements per § 420-128 of this chapter have been successfully completed and approved by the Village, with the exception of a six percent administrative finance processing fee. The cash deposit shall be \$500 per parcel, or the Village may accept a cash deposit based on a reasonable written estimate from the owner's/agent's Wisconsin registered land surveyor for the required survey field and mapping work.~~

[Note: As noted above there will be a wetland staking application fee of \$225 and a pre-development agreement will be required, therefore the above wetland staking fees above are being removed.]

- 5. 4. Section 420-29 J related to commercial communication structure permit fees are proposed to be amended to read as follows (**yellow highlight** added text and **red strikethrough** is being removed):
  - J. Commercial communication structure **application and** permit.
    - (1) A Class 1 co-location or the siting and construction of a new mobile service support structure and facilities: ~~\$3,000.~~ **Application fee of \$2,500 to be submitted at the time the application is filed and a \$500 permit fee.**
    - (2) A Class 2 co-location or any other modifications to a mobile service facility not classified as a substantial modification: ~~\$140.~~ **Application fee of \$100 to be submitted at the time the application is filed and a \$40 permit fee.**

**Recommendation:** On February 22, 2016 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Text Amendments as presented.

**ORD. NO. 16-05**

**ORDINANCE TO AMEND  
THE VILLAGE ZONING ORDINANCE (CHAPTER 420)  
RELATED TO ZONING PERMIT AND APPLICATION FEES  
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

**THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DO HEREBY ORDAIN THAT THE FOLLOWING SECTIONS OF THE VILLAGE ZONING ORDINANCE BE AMENDED AS FOLLOWING:**

1. **To amend Sections 420-27 A, B and C related to Application Fees to read as follows:**
  - A. An initial application fee of \$225 shall be paid when any of the following applications are submitted to the Village for review. This initial application fee covers the costs of preapplication staff conferences with the applicant and his representatives, site visits if necessary, providing copies of applications and related ordinances, and telephone calls with the applicant related to the Village requirements for the proposed project prior to submitting the application. In addition, the fees contained in Subsection C below shall also be paid for the processing and reviewing of the application. See also § 420-29H below for additional fees, as applicable, for the review of the following applications:
    - (1) Stipulated shoreland permit application.
    - (2) Zoning Map/zoning text amendment applications, excluding planned unit developments and planned developments.
    - (3) Zoning variance application.
    - (4) **Wetland staking application** ~~Site and operational plan that requires Plan Commission review wherein the building or tenant space is 5,000 square feet or less.~~
    - (5) Conditional use permit application.
    - (6) Floodplain boundary adjustment or floodplain map correction applications.
    - ~~(7) Joint applications for site and operational plan and conditional use applications wherein the building or tenant space is 5,000 square feet or less.~~
  - B. An initial application fee of \$825 shall be paid when any of the following applications are submitted to the Village for review. This initial application fee covers the costs of preapplication staff conferences with the applicant and his representatives, site visits if necessary, providing copies of applications and related ordinances, and telephone calls with the applicant related to the Village requirements for the proposed project prior to submitting the application. In addition, the fees contained in Subsection C below shall also be paid for the processing and reviewing of the application. See also § 420-29H below for additional fees, as applicable, for the review of the following applications:
    - (1) Site and operational plan application that requires Plan Commission review ~~wherein the building or tenant space is greater than 5,001 square feet.~~
    - (2) Joint applications for site and operational plan and conditional use applications ~~wherein the building or tenant space is greater than 5,001 square feet.~~
    - (3) PUD, planned unit development overlay text and map amendments.
    - (4) PD, planned development text and map amendments.

- (5) Site and operational plan appeal.
  - (6) Motion to reconsider a site and operational plan appeal.
  - (7) Appeals application or motion to reconsider a zoning variance or appeal.
- C. Predevelopment agreement: In addition to application fees specified above in Subsection A and B, the applicant(s) and/or property owner(s) shall agree to be responsible for paying for the ~~actual~~ Village staff (Planners, Zoning Administrators, Engineers, and GIS employees) actual time spent and resources required for processing and reviewing of the application. As a condition of submitting the application, the applicant(s) and property owner(s) would enter into a predevelopment agreement with the Village which specifies, at a minimum, the property owner's name, address, and telephone and facsimile numbers, the applicant's name, address, and telephone and facsimile numbers, the type of application, current billable rates to be used for review of the application, the address, legal description and tax parcel number of the property(ies), and where and to whom invoices shall be sent. If the person is not the owner of the property, then a copy of the invoice will also be sent to the owner of the property.
- (1) The Village shall mail said invoices on a monthly basis to the specified person. All invoices shall be paid within 30 days. There is a penalty of 1.5% per month on the unpaid invoice balance, and there is an additional ten-percent penalty if the outstanding invoice, interest and penalty are placed on the tax roll (a lien against the property). The right of the Village to assess a lien against the property shall be one of the remedies available to the Village but shall not be the exclusive remedy. The Village may also sue for a money judgment for any invoices which are past due. Furthermore, if an invoice becomes past due for more than 30 days, the Village may elect to terminate all staff review and to terminate the Village approval process on the application until all delinquent invoices are fully paid.
  - (2) The Village shall invoice and the applicant/property owner(s) shall pay for the staff billable time and costs spent for processing and reviewing the plans, specifications, drawings and other documents submitted with respect to the proposed application, specific plans, plats, and maps for the development or project; for preparing memorandums and letters; for preparing, mailing, faxing, emailing and publishing meeting notices and agendas; ~~and~~ for meetings, telephone calls and emails with the applicants, agents, developers, property owners, officials and neighbors; and inspecting the site/building/projects. Billable time includes preparing reports and documents for the Village Plan Commission, Village Park Commission, Village Board of Appeals, or ~~the~~ Village Board; and any other Village staff time expended to review or analyze the applications, specific plans, plats, maps or development plans. Other charges included in the billable hours and costs are associated with:
    - (a) Preparing and publishing Village municipal code text and map amendments for the referenced application(s) from the Village's consultant. (Note: Invoices from the Village's General E-Code consultant are typically sent semi-annually, which often results in a time delay in sending final invoices from the Village to the owner/applicant);
    - (b) The Village staff seeking expert advice in meetings and reviewing and preparing correspondence regarding the specific plans, plats, maps, development plans or project, such as, but not limited to the Village's Attorney, Environmental Consultant, or Architectural Consultant expertise; and

- (c) Requests from the agent/developer/property owners in gathering additional information; preparing GIS mapping; reviewing materials; preparing meetings, documents, letters, emails and other correspondence; and researching information ~~and~~ for existing or speculative development proposals to assure that the proposed applications, specific plans, plats, maps, development plans, Digital Security Imaging System (DSIS) plans, reviews and inspection or project details are in compliance with the applicable Village, county, state or federal ordinances, rules and regulations and any approved plans or specifications.
- (3) The Village shall continue to invoice the applicant/property owner until final consideration is made regarding said application and all conditions have been satisfied, preconstruction meetings are held and inspections have been completed or said application is withdrawn in writing by the applicant/property owner(s). All invoices and all Village staff time and resources spent prior to the date of the written request to terminate the application shall be paid by the applicant/property owner(s).
- (4) The Zoning Administrator may allow a cash deposit to be accepted by the Village to pay the invoiced amounts in lieu of sending an invoice to be paid. A predevelopment agreement is still required.

2. **To amend Section 420-28 B (3) and (4) related to Sign Permit Fees to read as follows:**

- (3) Freestanding sign permit: \$55 per sign for first two signs plus \$15 for each additional sign. ~~, and no~~ No sign permit fee for any of the following temporary signs: coming soon sign, community banner sign, special event sign or device, or temporary banner sign. ~~If the building is 5,000 square feet or less, then the sign permit is \$35 per sign for the first two signs plus \$10 for each additional sign.~~
- (4) Nonfreestanding sign or changing the display area of an existing freestanding sign, \$40 per sign for first five signs plus \$10 for each additional sign sign. ~~, and no~~ No sign permit fee for any of the following temporary signs: coming soon sign, community banner sign, special event sign or device, or temporary banner sign. ~~If the building is 5,000 square feet or less, then the sign permit is \$25 per sign for the first five signs plus \$5 for each additional sign.~~

3. **To amend Section 420-29 B-E related to other fees to read as follows:**

- B. Zoning information request: \$100 per parcel ~~\$30 per parcel plus \$2 per page for information requested to be faxed; or \$55 per parcel for the information requested to be returned within 24 hours only if prior approval is granted by the Zoning Administrator plus \$2 per page for information requested to be faxed.~~
- C. Parcel information/review letter: \$155 per parcel.
- D. Release of waiver or other similar document: \$55 plus recording fees.
- ~~E. Wetland staking fees:~~
  - ~~(1) Application fee: \$550 per parcel (includes the application fee for any necessary Comprehensive Plan amendment and Zoning Map amendment resulting from the wetland staking).~~
  - ~~(2) Cash deposit. The cash deposit specified below shall be paid at the time the wetland staking application is submitted. Such cash deposit shall be deposited in an interest bearing account and returned to the property owner of record only after the requirements per § 420-128 of this chapter have been successfully completed and approved by the Village, with the exception of a six percent administrative finance processing fee. The cash deposit shall~~

~~be \$500 per parcel, or the Village may accept a cash deposit based on a reasonable written estimate from the owner's/agent's Wisconsin-registered land surveyor for the required survey field and mapping work.~~

4. **To amend Section 420-29 J related to commercial communication structure permit fees read as follows:**

- J. Commercial communication structure application and permit.
- (1) A Class 1 co-location or the siting and construction of a new mobile service support structure and facilities: ~~\$3,000.~~ Application fee of \$2,500 to be submitted at the time the application is filed and a \$500 permit fee.
  - (2) A Class 2 co-location or any other modifications to a mobile service facility not classified as a substantial modification: ~~\$140.~~ Application fee of \$100 to be submitted at the time the application is filed and a \$40 permit fee.

**Adopted this 7<sup>th</sup> day of March, 2016.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

05-2016 zoning fee changes

**ORD. NO. 16-06**

**ORDINANCE TO AMEND  
CHAPTER 410 OF THE VILLAGE MUNICIPAL ORDINANCE  
RELATED TO SECURITY ORDINANCE  
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

**THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DO HEREBY ORDAIN THAT THE FOLLOWING SECTIONS OF CHAPTER 410 RELATED TO DEVELOPMENTS REQUIRED TO INSTALL DIGITAL SECURITY IMAGING SYSTEMS (DSIS) AND HARDWARE STANDARDS BE AMENDED AS FOLLOWS:**

- 1. Section 410-2 related to developments required to install digital security imaging systems (DSIS) is hereby amended to read as follows:**
  - A. ~~The following buildings/uses pursuant to the Village Zoning Ordinance (Chapter 420) are Planned unit developments (PUDs), planned developments (PDs), other certain retail developments containing more than 125,000 square feet of total gross floor area (including future expansions/phases) and/or stand-alone retail stores containing more than 50,000 square feet of total gross floor area (including future expansions/phases)~~ shall hereby be required to provide, install and maintain in good working order an exterior DSIS for security surveillance purposes.
    - (1) All new buildings constructed within the B-1, Neighborhood Business, B-2, Community Business, B-3, Regional Retail Business, and B-4, Freeway Service Business Districts.
    - (2) All new uses or building modifications or additions requiring Plan Commission approval pursuant to the Village Zoning Ordinance (Chapter 420) within the B-1, B-2, B-3 or B-4 Districts.
    - (3) Any new use or building modifications or additions requiring Plan Commission approval pursuant to the Village Zoning Ordinance Chapter 420 for the following uses in the B-5, Freeway Office District and the M-5 Production Manufacturing District: day-care facility, either for children or adults; retail auxiliary uses as allowed in the B-5 and M-5 Districts; and service auxiliary uses as allowed in the B-5 and M-5 Districts.
    - (4) Any new use or building modifications or additions requiring Plan Commission approval pursuant to the Village Zoning Ordinance Chapter 420 for the following uses in the M-1, Limited Manufacturing District or M-2, General Manufacturing District: banks; barber and beauty shops; clinic-outpatient; dry cleaning and laundries, pickup and delivery stations and self-service; motor vehicle showrooms; and day-care facility, either for children or adults.
    - (5) Any new use or building modifications or additions requiring Plan Commission approval pursuant to the Village Zoning Ordinance Chapter 420 for the following uses in the I-1, Institutional District: financial institutions with or without a drive-through facility; retail sale as allowed in the I-1 District; day-care facility, either for children or adults; veterinarian emergency service offices; and veterinarian offices.
    - (6) Any new use or building modifications or additions requiring Plan Commission approval pursuant to the Village Zoning Ordinance Chapter

420 for the following uses in the PR-2, Community Park-Recreational District: cabaret or a dry cabaret; and restaurants/snack bars.

(7) Any new use or building modifications or additions requiring Plan Commission approval pursuant to the Village Zoning Ordinance Chapter 420 for the following uses in the PR-3, Regional Park-Recreational District: limited retail uses as allowed in the PR-3 District, limited service uses as allowed in the PR-3 District, restaurants/snack bars, and hotels.

(8) Any new building in the R-9, R-10 or R-11, Multi-Family Residential Districts that has 12 or more units per building where the building has common entries and common hallways.

B. It shall be the responsibility of the property owner/developer and any/all successors in interest or ownership of the properties/developments to provide, install and maintain in good working order the exterior DSIS.

C. The property owner/developer and any/all successor owners shall pay to the Village Treasurer, upon presentation of an itemized statement, a fee equal to the actual costs incurred by the Village for all IT Department staff and consultants, attorney and/or other special expert consultation for the review, inspection, any required ongoing maintenance conducted by or on behalf of the Village in connection with the DSIS.

**2. Section 410-3 related to digital security imaging, storage devices, related equipment and easements required is hereby amended to read as follows:**

A. Such systems shall provide for complete surveillance of all exterior building perimeters, rear and side areas, walkways, vehicular points of entrance and exit, other common areas and parking lots within the development.

B. Such systems shall function continuously, whether the businesses are open or closed, and shall provide visible surveillance to the above described areas during hours of darkness. Lighting of the site during darkness hours shall provide the DSIS with illumination levels adequate to ensure identification ~~or in some cases~~ **recognition** of subject matter.

C. Such systems within such developments shall provide and maintain a centrally located security room that will be accessible and used by the Village Departments responsible for public safety.

D. All digital video recorded by such system shall be archived **locally on the D/NVR** on the development site for a period of not less than ~~two weeks~~ **30 days** and shall be available to the Village for public safety purposes directly through Internet Protocol (IP) transmission via the Village's wide area data network and shall also provide a "real time," "live look" surveillance capability via that same network. The DSIS shall also be capable of exporting exact duplicates of the recordings to removable media in a standard commercial format, the native video file format and the database file with proper player/codec. All output formats must maintain accurate aspect ratios consistent with the original recording. **All output formats shall contain accurate time and date stamps.**

E. The property owner/developer shall grant easements to the Village of Pleasant Prairie allowing access and maintenance rights to all such systems, devices and areas associated with the digital security imaging system.

**3. Section 410-4 A and B related to hardware standards for camera and Digital/network video recorder is hereby amended to read as follows:**

- A. Cameras. Cameras ~~may~~ shall be IP based wired or wireless, ~~IP-based or analog~~. Cameras shall be color wide dynamic range day/night type with noise reduction. Exterior cameras must possess an Ingress Protection rating of no less than IP66 ~~IP64~~. In order to achieve the identification level of video capture, subject matter at the capture line shall ~~occupy no less than 60% of the image for analog based cameras or 60-80~~ have a pixel density rating of 50 pixels per foot or greater for IP-based cameras. Cameras proposed for the DSIS shall have LUX ratings that can accommodate identification level imagine during low light levels, without distorting or adding excessive noise to video images. ~~shall have a LUX rating of no greater than 0.15 @ F1.2 color and 0.03 @ F1.2 black and white.~~
- B. Digital/network video recorder. Digital/network video recorders (D/NVR) shall provide adequate storage capacity to accommodate a minimum of two weeks of archived digital video files with the lowest possible amount of compression. The DVR shall be IP addressable so as to make it accessible via the Internet, and the Village shall be given any ~~required~~ permissions and/or software required in order to access both the video files stored thereon and ~~also to access video from live feed of~~ any camera in real time.

**Adopted this 7<sup>th</sup> day of March, 2016.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

06-dsis ord amendments



## MEMORADUM

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

TO: Michael Pollocoff, Village Administrator

FROM: Matthew Fineour, Village Engineer

SUBJ: Sheridan Road (STH 32) Water Main  
Award of Construction Contract

DATE: February 24, 2016

---

### **Overview:**

In accordance with the published Official Notice to Bidders and Addenda 1, sealed bids for the above referenced project were received until 2:30 P.M. on February 11, 2016, at the Village Hall. The bids were publicly opened and read aloud.

A total of three bids were received for this project. The low base bid was submitted by Super Excavators, Inc., of Menomonee Falls, Wisconsin, in the amount of \$2,827,243.00. The second low base bid was submitted by Globe Contractors of Pewaukee, Wisconsin, in the amount of \$3,274,290.00. The high base bid was submitted by Dorner, Inc., of Luxemburg, Wisconsin, in the amount of \$4,137,747.00.

### **Recommendation:**

The bids were reviewed and Super Excavators, Inc. was found to be the lowest overall responsive and responsible bidder. It is recommended the Village Board award this project to Super Excavators, Inc. with an overall low base bid of \$2,827,243.00. Following formal award by the Village Board, the necessary documents for execution by the Village and the Contractor will be prepared.

Attachments: Bid Tab

**System Component**



City of Kenosha Water Utility

**Water Main Pressure Zone**

— Lakeview

— Kenosha

— Carol Beach

— Sheridan Road / 116th Street

— Springbrook Road

**Pump Stations**



Sheridan Pump Station

**Water Storage Reservoirs**



Sheridan GSR (5MG)

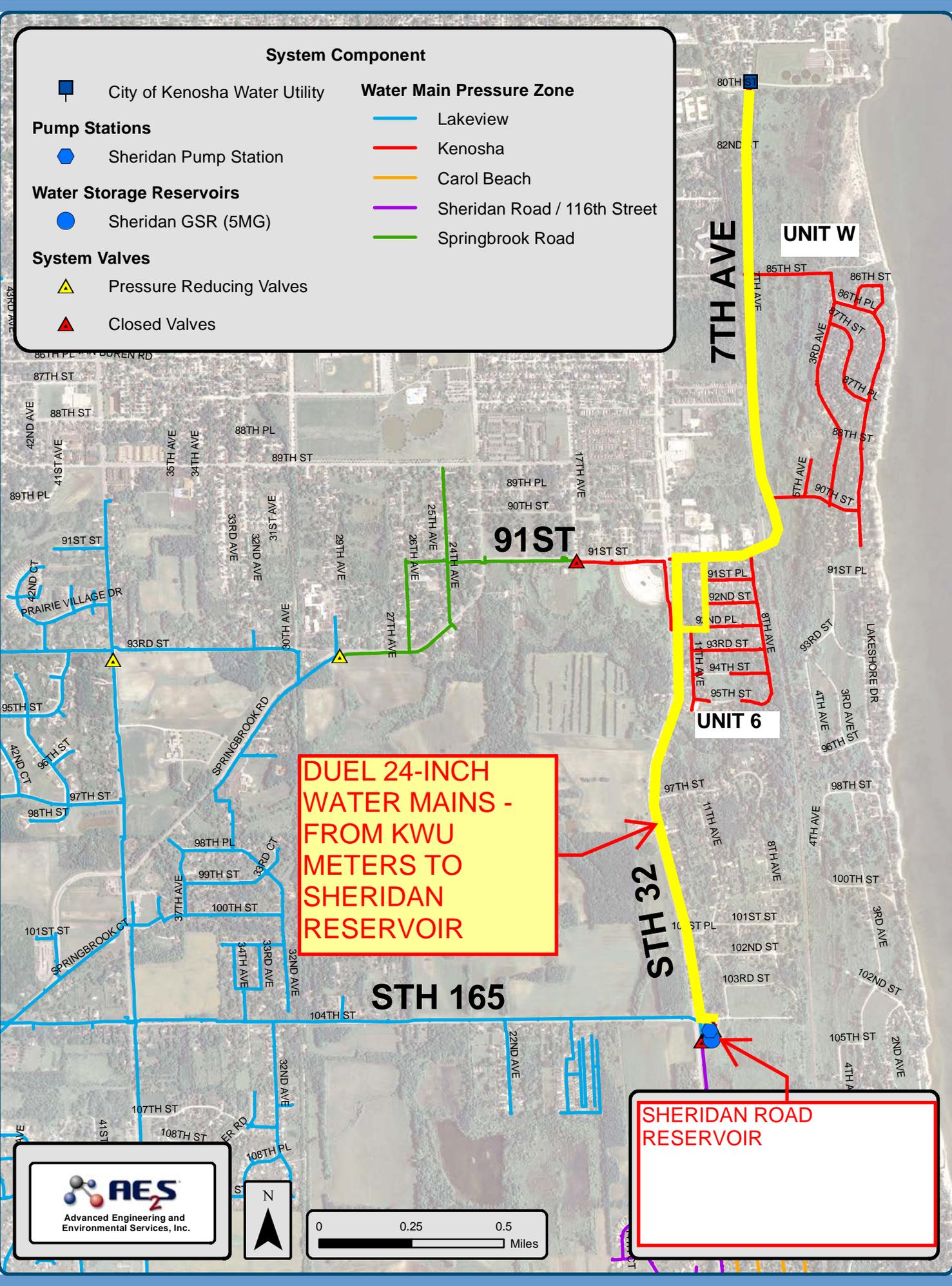
**System Valves**



Pressure Reducing Valves

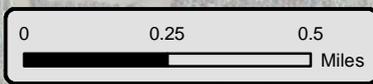


Closed Valves



**DUEL 24-INCH  
WATER MAINS -  
FROM KWU  
METERS TO  
SHERIDAN  
RESERVOIR**

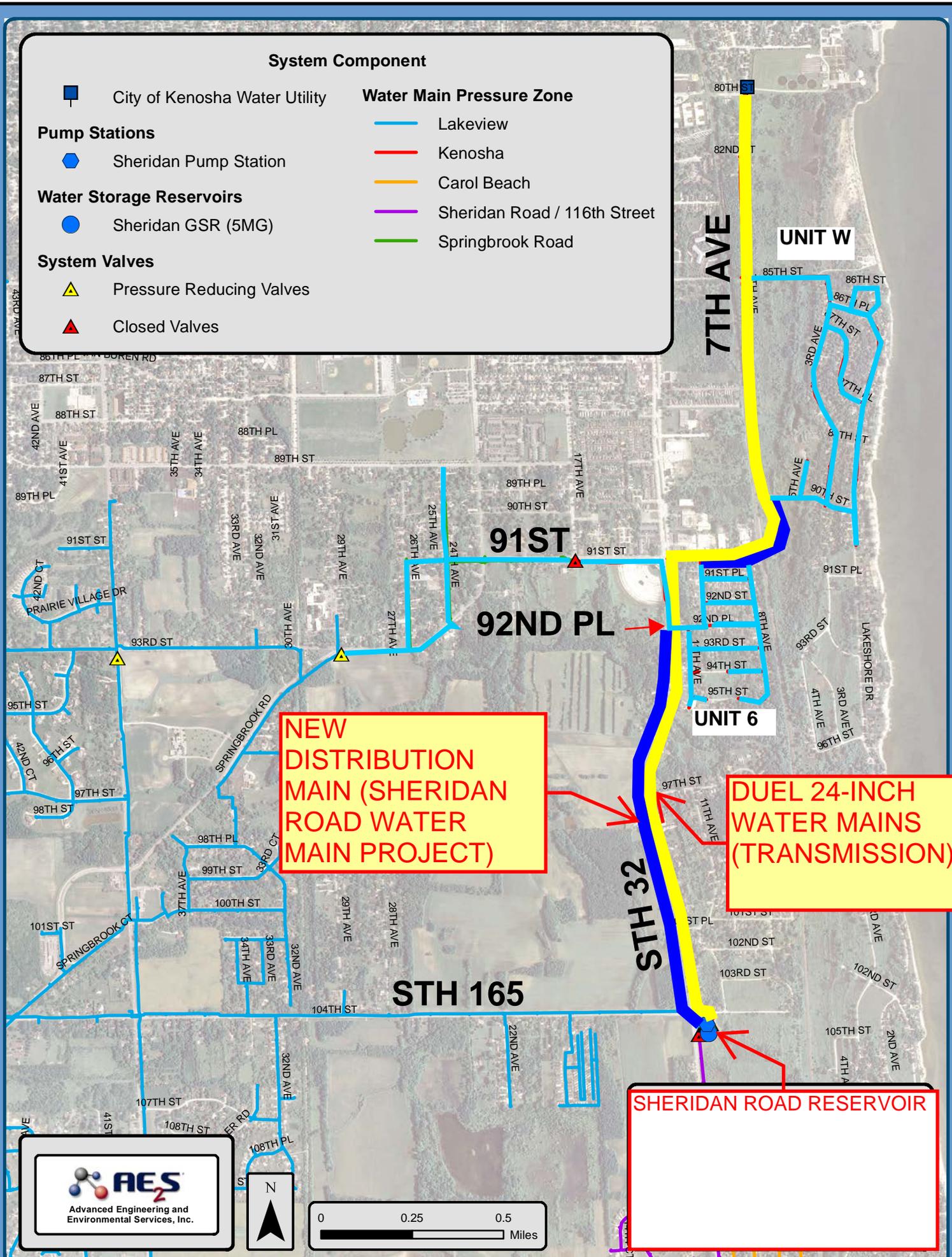
**SHERIDAN ROAD  
RESERVOIR**



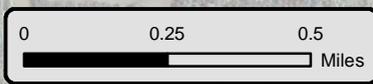
**System Component**

-  City of Kenosha Water Utility
- Pump Stations**
-  Sheridan Pump Station
- Water Storage Reservoirs**
-  Sheridan GSR (5MG)
- System Valves**
-  Pressure Reducing Valves
-  Closed Valves

- Water Main Pressure Zone**
-  Lakeview
  -  Kenosha
  -  Carol Beach
  -  Sheridan Road / 116th Street
  -  Springbrook Road




**AES<sub>2</sub>**  
Advanced Engineering and Environmental Services, Inc.



**SHERIDAN ROAD RESERVOIR**

Cost Comparison of Bidders  
 Owners: Village of Pleasant Prairie  
 Project: Sheridan Road (STH 32) Water Main



Base Bid				Super Excavators		Globe Contractors		Dorner, Inc.	
Item #	Item Description	Unit	Qty.	Unit \$	Total	Unit \$	Total	Unit \$	Total
1	24" Water Main( open Cut with excavated backfill)	LF	979	\$188	\$184,052	\$220	\$215,380	\$275	\$269,225
2	24" Water Main ( open cut with slurry backfill or directionally drilled)	LF	469	\$344	\$161,336	\$460	\$215,740	\$550	\$257,950
3	16" Water main(open cut with excavated backfill)	LF	2,795	\$113	\$315,835	\$164	\$458,380	\$175	\$489,125
4	16" Water Main (open cut with granular backfill)	LF	838	\$180	\$150,840	\$230	\$192,740	\$325	\$272,350
5	16" Water main (open cut with slurry backfill or directionally drilled)	LF	2,297	\$265	\$608,705	\$270	\$620,190	\$350	\$803,950
6	12" Water main (open cut with excavated backfill)	LF	234	\$100	\$23,400	\$150	\$35,100	\$170	\$39,780
7	12" Water main( open cut with slurry backfill or directionally drilled)	LF	1,439	\$254	\$365,506	\$250	\$359,750	\$430	\$618,770
8	12" Water main within and including 24" casting	LF	108	\$475	\$51,300	\$460	\$49,680	\$750	\$81,000
9	8" Water main (directionally drilled)	LF	221	\$225	\$49,725	\$230	\$50,830	\$250	\$55,250
10	8" water main (open cut with granular backfill)	LF	60	\$255	\$15,300	\$230	\$13,800	\$800	\$48,000
11	6" hydrant lead	LF	561	\$154	\$86,394	\$200	\$112,200	\$252	\$141,372
12	Remove and abandon water services	EA	38	\$1,700	\$64,600	\$500	\$19,000	\$2,500	\$95,000
13	Water service pipe	LF	3,215	\$80	\$257,200	\$100	\$321,500	\$100	\$321,500
14	Water service pipe	EA	40	\$750	\$30,000	\$750	\$30,000	\$2,500	\$100,000
15	24" butterfly valve and box	EA	3	\$5,100	\$15,300	\$7,500	\$22,500	\$7,150	\$21,450
16	16" butterfly valve and box	EA	14	\$3,500	\$49,000	\$4,000	\$56,000	\$3,850	\$53,900
17	12" butterfly vlave and box	EA	3	\$2,000	\$6,000	\$2,200	\$6,600	\$2,175	\$6,525
18	8" gate valve and box	EA	4	\$1,700	\$6,800	\$1,900	\$7,600	\$1,900	\$7,600
19	6" gate valve and box	EA	24	\$1,300	\$31,200	\$1,500	\$36,000	\$1,400	\$33,600
20	Pressure reducing valve vault assembly	EA	2	\$50,000	\$100,000	\$80,000	\$160,000	\$75,000	\$150,000
21	Air release assembly	EA	4	\$2,200	\$8,800	\$4,000	\$16,000	\$3,600	\$14,400
22	Hydrant	EA	19	\$5,250	\$99,750**	\$5,400	\$102,600	\$5,100	\$96,900
23	Remove hydrant	EA	25	\$800	\$20,000	\$500	\$12,500	\$1,100	\$27,500
24	Flushing Hydrant	EA	18	\$5,900	\$106,200	\$7,900	\$142,200	\$5,700	\$102,600
25	Survey Project	LS	1	\$20,000	\$20,000	\$18,000	\$18,000	\$30,000	\$30,000
<b>Total Base Bid (Items 1-25)</b>					<b>\$2,827,243**</b>		<b>\$3,274,290</b>		<b>\$4,137,747</b>

\*\* Corrected Amount

## **AGREEMENT**

THIS AGREEMENT is by and between Village of Pleasant Prairie, 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 (“Owner”) and Super Excavators, N59W14601 Bobolink Avenue, Menomonee Falls, Wisconsin 53051 (“Contractor”). Owner and Contractor hereby, agree as follows:

### **ARTICLE 1. WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment, tools, supervision, machinery, supplies, and all materials necessary to complete Work on the Sheridan Road (STH 32) Water Main project.

### **ARTICLE 2. THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**SHERIDAN ROAD (STH 32) WATER MAIN  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN**

### **ARTICLE 3. ENGINEER**

3.01 The Project has been designed by GAI Consultants, Inc., who is the Owner’s Representative. The Village of Pleasant Prairie, or an agent designated by the Village, shall be the Engineer and assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4. CONTRACT TIMES**

4.01 Time of the Essence.

A. All time limits for Milestones, if any, substantial completion, and final completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Completion.

- A. The Work will be substantially completed on or before Friday, September 2, 2016. Final completion of the Work including all punchlist items shall be completed on or before Friday, September 23, 2016. Contractor shall make their application for final payment with all accompanying documentation as required by the Contract Documents in accordance with Paragraph 14.07 of the General Conditions within 90 days of the final completion date.

4.03 Liquidated Damages.

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00, plus additional engineering and Resident Project Representative costs as set forth in Paragraph 14.10 of the Supplementary Conditions, for each day that expires after the time specified in Paragraph 4.02 for substantial completion until the Work is substantially complete. After substantial completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00, plus additional engineering costs as set forth in Paragraph 14.10 of the Supplementary Conditions, for each day that expires after the time specified in Paragraph 4.02 for final completion of the Work. After final completion of the Work including all punchlist items, if Contractor shall neglect, refuse, or fail to make their application for final payment with all accompanying documentation within the time specified in Paragraph 4.02 for application for final payment, Contractor shall pay Owner \$100.00, plus additional engineering costs as set forth in Paragraph 14.10 of the Supplementary Conditions, for each day that expires after the time specified in Paragraph 4.02.

- 4.04 Permitting Contractor or Surety to continue and finish the Work or any part of the Work after the times specified for completion, or after the date to which the times for completion may have been extended, shall in no way operate as a waiver on the part of Owner of its rights under the Contract.

**ARTICLE 5. CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and B below:

- A. For all Work, at the prices stated in Contractor's Bid.

B. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

1. Base Bid: \$ 2,827,243.00
2. Alternates: None
3. Combination Bid: None
4. Final Contract Amount: \$ 2,827,243.00

## ARTICLE 6. PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments.

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- B. Owner reserves the right to make payments to the Contractor and its subcontractors in accordance with Wis. Statute 779.14(1)(1m)(d).

### 6.02 Progress Payments; Retainage.

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  1. Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. Ninety-five percent (95%) of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Additional amounts may be retained at any time the Engineer determines that:
  - 1. Incidental items have not been completed;
  - 2. The Contractor is non-responsive;
  - 3. Other items, as the Engineer determines as appropriate.
- C. In no event shall the total retainage exceed 200% of the value of the work to be completed or corrected.

6.03 Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07 less liquidated damages as provided in Paragraph 4.03 above and less additional engineering costs as provided in Paragraph 14.10 of the Supplementary Conditions.

**ARTICLE 7. (RESERVED)**

**ARTICLE 8. CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have

been identified in Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data".

1. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9. CONTRACT DOCUMENTS**

### 9.01 Contents.

- A. The Contract Documents consist of the following:
1. This Agreement.
  2. Performance Bond.
  3. Payment Bond.
  4. Other bonds as required by Supplementary Conditions.

5. General Conditions.
  6. Supplementary Conditions.
  7. Special Provisions and/or Detailed Specifications; including items in the Appendix, as listed in the General Table of Contents of the Project Manual.
  8. Drawings, consisting of a cover sheet and plan sheets bearing File Nos. F-28950 through F-28968, F-28968A, and F-28968B (11" x 17"), not attached hereto.
  9. Addenda (numbers 1 to 2, inclusive).
  10. Exhibits to this Agreement:
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award.
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Certificate of Substantial Completion.
    - e. Notice of Final Acceptance and Correction Period.
  12. Wage Rates.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10. MISCELLANEOUS

### 10.01 Terms.

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract.

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns.

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Contractor's Certifications.

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial

non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_, (which is the Effective Date of the Agreement).

Owner:

Contractor:

Village of Pleasant Prairie

Super Excavators

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

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

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

Title:  
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

9915 39<sup>th</sup> Avenue

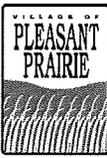
N59W14601 Bobolink Avenue

Pleasant Prairie, Wisconsin 53158

Menomonee Falls, Wisconsin 53051

Approved as to form and execution this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Attorney for Owner)



# Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **160605-00**

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VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WI 53158  
262-694-1400

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SUPER EXCAVATORS INC  
N59 W14601 BOBOLINK AVE  
MENOMONEE FALLS WI 53051

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
		681	Laura DeLaRosa

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/01/2016	2825			Engineering

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	Sheridan Road WM Agreement w/ The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Agreement with Super Excavators for the Sheridan Road Water Main	1.0	EACH	\$2,827,243.000	\$2,827,243.00

By *Michael Deery*  
Village Administrator

<b>PO Total</b>	<b>\$2,827,243.00</b>
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## MEMORADUM

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

TO: Michael Pollocoff, Village Administrator

FROM: Matthew Fineour, Village Engineer

SUBJ: Conceptual Roundabout Design – East Frontage Road / Corporate Drive / 116<sup>th</sup> Avenue  
Professional Design Service Agreement

DATE: February 26, 2016

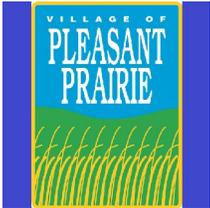
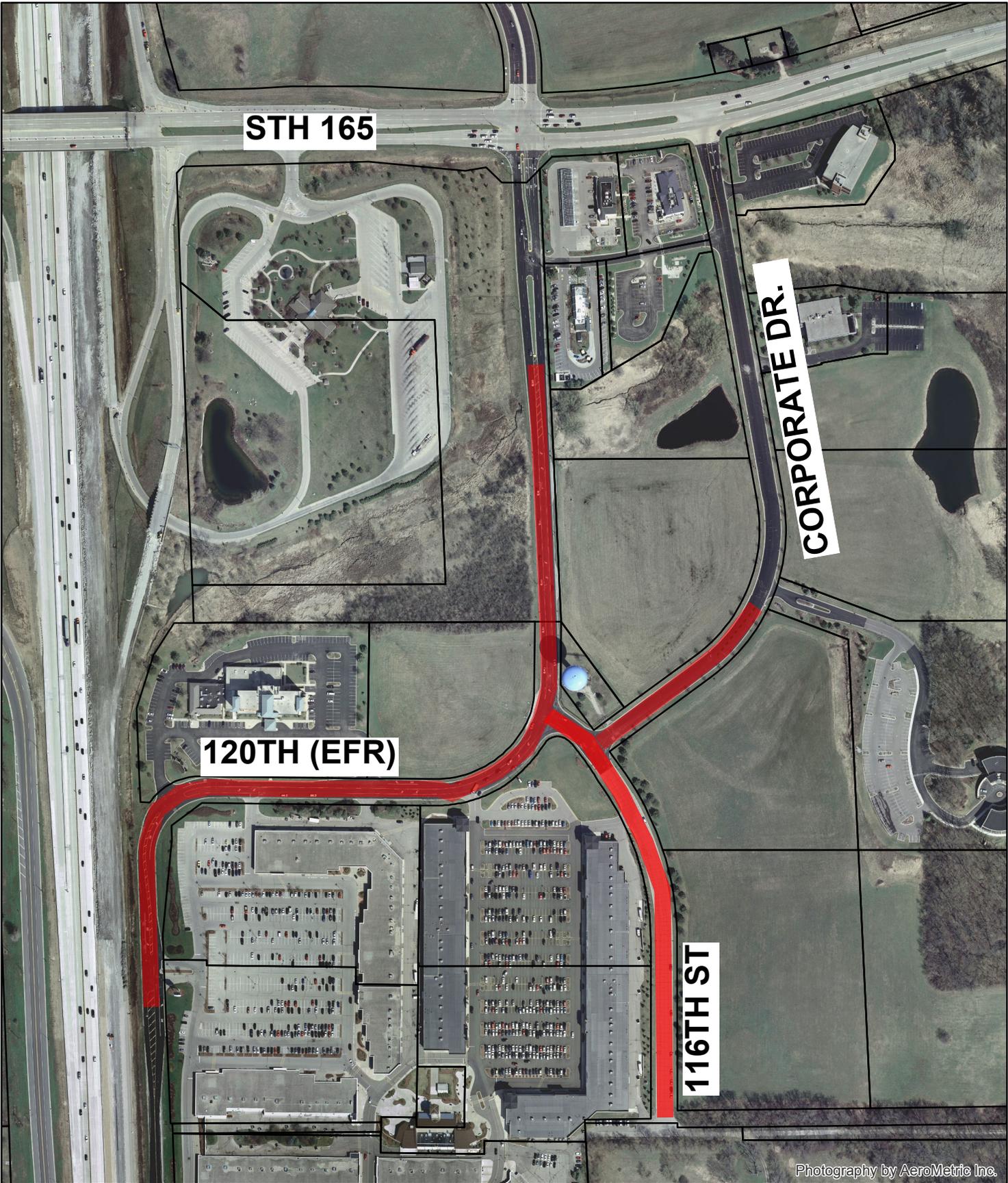
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### **Executive Summary:**

The following is a Professional Service Agreement from Ayers Associates Inc., pertaining to the development of conceptual design alternatives for the intersection of the East Frontage Road, Corporate Drive, and 116<sup>th</sup> Street. The design alternatives are needed to evaluate and plan for intersection improvements as recommended in the Lakeview Corporate Park Traffic Impact Analysis and for general planning purposes for area development.

The service agreement is a lump sum amount of \$18,600. It is recommended that the Village Board approve the Professional Service Agreement with Ayers Associates in order to further define and evaluate the intersection.

Attachments: Professional Service Agreement  
Project Overview Map



**PROFESSIONAL SERVICE AGREEMENT  
CONCEPTUAL ROUNDABOUT DESIGN**

February 22, 2016

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

Re: Conceptual Roundabout Design – East Frontage Road/Corporate Drive/116<sup>th</sup> Avenue

Dear Matt:

Thank you for the opportunity to submit this proposal for professional services for the development of conceptual design alternatives at the proposed new intersection of the East Frontage Road with Corporate Drive and 116<sup>th</sup> Avenue in Pleasant Prairie, WI. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

#### Project Description

The Village is evaluating two roadway alternatives for the future 116<sup>th</sup> Avenue extension:

- A redesignation of the East Frontage Road onto 116<sup>th</sup> Avenue across the environmental corridor.
- No extension of 116<sup>th</sup> Avenue across the environmental corridor.

Conceptual design alternatives for the proposed new intersection of the East Frontage Road with Corporate Drive and 116<sup>th</sup> Avenue will be developed based on forecast traffic volumes from the previously prepared Lakeview Corporate Park Traffic Impact Analysis.

#### Scope of Services

##### *Roundabout Operational Analysis*

- Complete operational performance analyses for two roundabout alternatives for the weekday AM, weekday PM and Saturday midday peak hours.
- Review alternative roundabout geometric and lane configuration solutions meeting pre-established operational performance criteria.
- Prepare documentation of operational analysis.

##### *Roundabout Conceptual Horizontal Geometry*

- Prepare two conceptual roundabout horizontal geometric designs based on the operational analysis lane configurations, composition of circle size, circle location, alignment of approaches, and validation of the functionality of the roundabout using WisDOT Facilities Design Manual design checks and our experience in design composition.
- Provide bike and pedestrian accommodations including crosswalk locations and ramp treatments.
- Review stopping sight distances for: approach, circulatory roadway, crosswalk and exit, and intersection sight distance.

#### *Traffic Signal Conceptual Horizontal Geometry*

- Prepare one conceptual traffic signal horizontal geometric design based on the TIA lane configuration recommendations.

#### *Approach Roadway Conceptual Horizontal Geometry*

- Prepare one conceptual horizontal geometric design for East Frontage Road (1700' west & 1000' north), Corporate Drive (500' east) and 116<sup>th</sup> Avenue (1000' south) based on typical section recommendations in the TIA. The layouts will include sidewalks and will be used for both the traffic signal and roundabout conceptual design alternatives.

#### *Cost Estimates*

- Prepare conceptual construction cost estimates based on major bid items and unit prices for two roundabout and one traffic signal conceptual design alternatives.
- Prepare conceptual real estate acreage estimates for two roundabout and one traffic signal conceptual design alternatives.

#### *Meetings*

- Attendance at two design coordination meetings.

#### Responsibilities of Owner and Others

The following is a detailed list of information required:

- Lakeview Corporate Park Traffic Impact Analysis.
- Projected design year turning movements for weekday AM, weekday PM and Saturday midday peak hours and peak hour factors (PHF).
- Percentage and classification of trucks in the forecast traffic.
- The design vehicle, e.g. WB-65.
- Anticipated pedestrian and bicycle activity, if applicable.
- CADD files for base mapping, right-of-way, and utilities.
- Posted and design speeds of approach roadways.
- A digital aerial photo, if available.
- Direction and clarification of right-of-way constraints, including obtainable /not obtainable priorities and preferences.

#### Time Schedule

We will begin work on this project after your concurrence to this agreement and will interact with Village staff on the conceptual designs toward an anticipated completion date of August 31, 2016.

#### Fee

We will perform the above services for a lump sum amount of \$18,600.00.

#### Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

#### Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

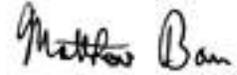
We look forward to working with you on this project.

Proposed by Consultant:

Ayres Associates Inc



Kevin Kuhlow, PE  
Senior Project Manager



Matthew Barr  
Supervisor – Design Services

Accepted by Owner:

Village of Pleasant Prairie

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Signature

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Name

---

Title

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Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

**16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

# Purchase Order

Fiscal Year 2016

Page 1 of 1



THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.  
 Purchase Order # **160619-00**

BILL TO

VILLAGE OF PLEASANT PRAIRIE  
 9915 39TH AVENUE  
 PLEASANT PRAIRIE, WI 53158  
 262-694-1400

VENDOR

AYRES ASSOCIATES  
 5201 E. TERRACE DRIVE  
 SUITE 200  
 MADISON WI 53718

SHIP TO

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
		712	Laura DeLaRosa

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/01/2016	4160			Engineering

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	CONCEPTUAL ROUNDABOUT E. FRONT  The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading  Remember to give PO# when ordering.  CONCEPTUAL ROUNDABOUT DESIGN - EAST FRONTAGE ROAD / CORPORATE DRIVE / 116TH AVENUE	1.0	EACH	\$18,600.000	\$18,600.00

By *Michael Deegan*  
 Village Administrator

**PO Total** **\$18,600.00**



## MEMORADUM

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

TO: Michael Pollocoff, Village Administrator

FROM: Matthew Fineour, Village Engineer

SUBJ: Springbrook Road Water Main  
Award of Construction Contract

DATE: February 24, 2016

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### **Overview:**

In accordance with the published Official Notice to Bidders and Addenda 1, sealed bids for the above referenced project were received until 2:00 P.M. on February 11, 2016, at the Village Hall. The bids were publicly opened and read aloud.

A total of eight bids were received for this project. The low base bid was submitted by Reesman's Excavating and Grading Inc., of Burlington, Wisconsin, in the amount of \$1,160,750.00. The second low base bid was submitted by A.W. Oakes and Son of Racine, Wisconsin, in the amount of \$1,178,941.00. The high base bid was submitted by Dorner, Inc., of Luxemburg, Wisconsin, in the amount of \$1,607,368.00.

### **Recommendation:**

The bids were reviewed and Reesman's Excavating and Grading, Inc. was found to be the lowest overall responsive and responsible bidder. It is recommended the Village Board award this project to Reesman's Excavating and Grading Inc. with an overall low base bid of \$1,160,750.00. Following formal award by the Village Board, the necessary documents for execution by the Village and the Contractor will be prepared.

Attachments: Bid Tab

Cost Comparison of Bidders  
 Owner: Village of Pleasant Prairie  
 Project: Springbrook Road Water Main



				Reeseaman Excavating and Grading, Inc		A.W. Oakes and Son		Jossart Brothers, Inc.		The Wanasek Corp.		DK Contractors		Super Excavators		Globe Contractors, Inc		Dorner, Inc	
Item #	Item Description	Unit	Qty.	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total
1	16- inch water main- open cut- excavated	LF	3,952	\$108	\$426,816	\$103	\$407,056	\$112	\$442,624	\$129	\$509,808	\$111	\$438,672	\$105	\$414,960	\$115	\$454,480	\$135	\$533,520
2	16-inch water main- open cut- granular	LF	2,009	\$125	\$251,125	\$147	\$295,323	\$145	\$291,305	\$190	\$381,710	\$139	\$279,251	\$175	\$351,575	\$179	\$359,611	\$240	\$482,160
3	16- inch water main- slurry backfill or directional drill and directional drilled only	LF	845	\$242	\$204,490	\$201	\$169,845	\$185	\$156,325	\$237	\$200,265	\$213	\$179,985	\$203	\$171,535	\$231	\$195,195	\$300	\$253,500
4	6-inch hydrant lead	LF	185	\$101	\$18,685	\$100	\$18,500	\$100	\$18,500	\$84	\$15,540	\$136	\$25,160	\$110	\$20,350	\$128	\$23,680	\$100	\$18,500
5	Water Service Pipe	LF	2,040	\$42	\$85,680	\$35	\$71,400	\$45	\$91,800	\$47	\$95,880	\$17	\$34,680	\$110	\$224,400	\$65	\$132,600	\$75	\$153,000
6	Water Service Fittings	EA	29	\$785	\$22,765	\$1,117	\$32,393	\$700	\$20,300	\$1,950	\$56,550	\$3,000	\$87,000	\$750	\$21,750	\$700	\$20,300	\$800	\$23,200
7	16-inch butterfly valve and box	EA	11	\$3,925	\$43,175	\$4,250	\$46,750	\$3,700	\$40,700	\$3,790	\$41,690	\$3,400	\$37,400	\$3,500	\$38,500	\$3,700	\$40,700	\$3,500	\$38,500
8	6-inch gate valve and box	EA	15	\$1,520	\$22,800	\$1,756	\$26,340	\$1,400	\$21,000	\$1,375	\$20,625	\$1,300	\$19,500	\$1,300	\$19,500	\$1,500	\$22,500	\$1,300	\$19,500
9	Hydrant	EA	15	\$4,600	\$69,000	\$5,620	\$84,300	\$4,300	\$64,500	\$4,970	\$74,550	\$5,100	\$76,500	\$5,500	\$82,500	\$4,600	\$69,000	\$4,100	\$61,500
10	18- inch CSCP culvert	LF	48	\$51	\$2,448	\$58	\$2,784	\$40	\$1,920	\$48	\$2,304	\$70	\$3,360	\$75	\$3,600	\$71	\$3,408	\$36	\$1,728
11	15-inch CSCP Culvert	LF	70	\$41	\$2,870	\$50	\$3,500	\$35	\$2,450	\$44	\$3,080	\$64	\$4,480	\$80	\$5,600	\$68	\$4,760	\$33	\$2,310
12	18-inch CSCP apron endwall	EA	4	\$134	\$536	\$285	\$1,140	\$175	\$700	\$350	\$1,400	\$100	\$400	\$90	\$360	\$200	\$800	\$225	\$900
13	15-inch CSCP apron endwall	EA	6	\$110	\$660	\$255	\$1,530	\$150	\$900	\$270	\$1,620	\$77	\$462	\$75	\$450	\$190	\$1,140	\$175	\$1,050
14	Survey Project	LS	1	\$9,700	\$9,700	\$18,080	\$18,080	\$18,000	\$18,000	\$8,570	\$8,570	\$12,705	\$12,705	\$5,000	\$5,000	\$10,000	\$10,000	\$18,000	\$18,000
<b>Total Base Bid (Items 1-14)</b>					\$1,160,750		\$1,178,941		\$1,171,024		\$1,413,592		\$1,199,555		\$1,360,080		\$1,338,174		\$1,607,368

## **AGREEMENT**

THIS AGREEMENT is by and between Village of Pleasant Prairie, 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53157 (“Owner”) and Reesemans Excavating and Grading, 28815 Bushnell Road, Burlington, Wisconsin 53105 (“Contractor”). Owner and Contractor hereby, agree as follows:

### **ARTICLE 1. WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment, tools, supervision, machinery, supplies, and all materials necessary to complete Work on the Springbrook Road Water Main project.

### **ARTICLE 2. THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**SPRINGBROOK ROAD WATER MAIN  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN**

### **ARTICLE 3. ENGINEER**

3.01 The Project has been designed by GAI Consultants, Inc., who is the Owner’s Representative. The Village of Pleasant Prairie, or an agent designated by the Village, shall be the Engineer and assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4. CONTRACT TIMES**

4.01 Time of the Essence.

A. All time limits for Milestones, if any, substantial completion, and final completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Completion.

- A. The Work will be substantially completed on or before July 29, 2016. Final completion of the Work including all punchlist items shall be completed on or before August 19, 2016. Contractor shall make their application for final payment with all accompanying documentation as required by the Contract Documents in accordance with Paragraph 14.07 of the General Conditions within 90 days of the final completion date.

4.03 Liquidated Damages.

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00, plus additional engineering and Resident Project Representative costs as set forth in Paragraph 14.10 of the Supplementary Conditions, for each day that expires after the time specified in Paragraph 4.02 for substantial completion until the Work is substantially complete. After substantial completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00, plus additional engineering costs as set forth in Paragraph 14.10 of the Supplementary Conditions, for each day that expires after the time specified in Paragraph 4.02 for final completion of the Work. After final completion of the Work including all punchlist items, if Contractor shall neglect, refuse, or fail to make their application for final payment with all accompanying documentation within the time specified in Paragraph 4.02 for application for final payment, Contractor shall pay Owner \$100.00, plus additional engineering costs as set forth in Paragraph 14.10 of the Supplementary Conditions, for each day that expires after the time specified in Paragraph 4.02.

- 4.04 Permitting Contractor or Surety to continue and finish the Work or any part of the Work after the times specified for completion, or after the date to which the times for completion may have been extended, shall in no way operate as a waiver on the part of Owner of its rights under the Contract.

**ARTICLE 5. CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and B below:

- A. For all Work, at the prices stated in Contractor's Bid.

B. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

1. Base Bid: \$ 1,160,750.00
2. Alternates: None
3. Combination Bid: None
4. Final Contract Amount: \$ 1,160,750.00

## ARTICLE 6. PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments.

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- B. Owner reserves the right to make payments to the Contractor and its subcontractors in accordance with Wis. Statute 779.14(1)(1m)(d).

### 6.02 Progress Payments; Retainage.

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  1. Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. Ninety-five percent (95%) of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Additional amounts may be retained at any time the Engineer determines that:
  - 1. Incidental items have not been completed;
  - 2. The Contractor is non-responsive;
  - 3. Other items, as the Engineer determines as appropriate.
- C. In no event shall the total retainage exceed 200% of the value of the work to be completed or corrected.

6.03 Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07 less liquidated damages as provided in Paragraph 4.03 above and less additional engineering costs as provided in Paragraph 14.10 of the Supplementary Conditions.

**ARTICLE 7. (RESERVED)**

**ARTICLE 8. CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have

been identified in Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data".

1. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9. CONTRACT DOCUMENTS**

### 9.01 Contents.

- A. The Contract Documents consist of the following:
1. This Agreement.
  2. Performance Bond.
  3. Payment Bond.
  4. Other bonds as required by Supplementary Conditions.

5. General Conditions.
  6. Supplementary Conditions.
  7. Special Provisions and/or Detailed Specifications; including items in the Appendix, as listed in the General Table of Contents of the Project Manual.
  8. Drawings, consisting of a cover sheet and plan sheets bearing File Nos. F-29031 through F-29043 (11" x 17"), not attached hereto.
  9. Addenda (numbers 1 to 3, inclusive).
  10. Exhibits to this Agreement:
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award.
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Certificate of Substantial Completion.
    - e. Notice of Final Acceptance and Correction Period.
  12. Wage Rates.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10. MISCELLANEOUS

### 10.01 Terms.

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract.

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns.

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Contractor's Certifications.

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial

non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2016, (which is the Effective Date of the Agreement).

Owner:

Contractor:

Village of Pleasant Prairie

Reesemans Excavating and Grading, Inc.

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

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

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

Title:  
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

9915 39<sup>th</sup> Avenue

28815 Bushnell Road

Pleasant Prairie, Wisconsin 53158

Burlington, Wisconsin 53105

Approved as to form and execution this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Attorney for Owner)

# Purchase Order

Fiscal Year 2016

Page 1 of 1



THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.  
 Purchase Order # **160604-00**

BILL TO

VILLAGE OF PLEASANT PRAIRIE  
 9915 39TH AVENUE  
 PLEASANT PRAIRIE, WI 53158  
 262-694-1400

VENDOR

REESMAN'S EXCAVATING & GRADING  
 28815 BUSHNELL RD  
 BURLINGTON WI 53105

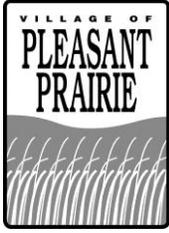
SHIP TO

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
				682		Laura DeLaRosa	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
03/01/2016	2391					Engineering	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	Agreement with Reeseman's - Sp  The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading  Remember to give PO# when ordering.						
1	Agreement with Reeseman's Excavating for the Springbrook Road Water Main Project			1.0	EACH	\$1,160,750.000	\$1,160,750.00

By *Michael Deering*  
 Village Administrator

**PO Total** **\$1,160,750.00**



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

**To:** Michael Pollocoff  
**From:** John Steinbrink, Jr.  
**Subject:** Springbrook Water Main – Professional Engineering Construction Management Services. Project #54902, RFP #2016-01  
**Date:** March 7, 2016

Proposals for the above referenced project were received until 3:00 p.m. on February 24th, 2016, at the Village of Pleasant Prairie Department of Public Works (DPW); 8600 Green Bay Rd., Pleasant Prairie, WI. 53158. The proposals were reviewed by the evaluation committee, ranked and compiled.

The Springbrook Water Main – Professional Engineering Construction Management Services – Project #54902 consists of providing professional engineering services as related to the construction management and oversight of a 16” water main extension.

A total of six (6) proposals were received for this project out of the seven (7) solicited from the Consultants:

- R.A. Smith National, Inc.\* \$49,769.00
- Alfred Benesch & Co. \$55,780.00
- Pinnacle Engineering Gp. \$56,885.00
- Lynch and Associates, LLC \$59,886.00
- Clark Dietz, Inc. \$81,750.00
- GAI Consultants, Inc. \$83,450.00

\* Apparent Low Bid

R.A. Smith National, Inc. has completed construction management projects for the Village in the past and they ranked the highest in the evaluation process for this project.

Based on qualifications and proposed costs, DPW recommends that the Village award this project to R.A. Smith National, Inc., in the amount of \$ 49,769.00. Following the formal award by the Village Board, DPW will prepare the necessary documents for execution by the Village and the Consultant.

February 26, 2016

Mr. John Steinbrink Jr.  
Village of Pleasant Prairie  
Department of Public Works  
8600 Green Bay Road  
Pleasant Prairie, WI 53158

Re: Proposal for Professional Services  
Springbrook Road Water Main - INTERCONNECT - PROJECT # 54902 (P)

Dear Mr. Steinbrink:

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

**I. PROJECT NAME:**

Springbrook Water Main - PROJECT # 54902 (P)  
INTERCONNECT

**II. DESCRIPTION OF SERVICES TO BE PERFORMED:**

R. A. Smith National, Inc. will provide construction services for the Springbrook Water Main consisting of approximately 6,800 feet of water main, hydrants, connections to the existing system and restoration.

The proposed services include items listed in the 2/10/16 RFP:

- Construction Administration including: General contract administration, attending the preconstruction meeting, attend weekly progress meetings, perform spot checks during erosion control installation, erosion control inspections per WisDNR requirements, preparation of all pay requests, review and make recommendations on any change orders, perform submittal review and recommendations through coordination with Village Staff, perform visits throughout construction to ensure work is progressing as specified, punch list preparation and inspections and project closeout.
- Full time inspection during the installation of the water main, water, hydrants, directional drilling, connections and testing, verification of contractor staking.

**III. COMPLETION SCHEDULE:**

Work is anticipated to start and be completed during the 2016 construction season.

**IV. PROFESSIONAL FEES:**

The above-described services will be provided on an hourly and expense basis. Fees will be invoiced monthly as the project proceeds. The primary representative on site during the installation of the improvements will be a Construction Technician supplied at a rate of \$80 per hour and a Construction Manager when required on the project is available at a rate of \$129 per hour.

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

Mr. Steinbrink  
Page 2 / February 26, 2016

The estimated cost to complete the above referenced activities is based on typical contractor production rates. The estimated fees for this proposal are \$49,769. Usual and customary expenses such as mileage, postage, delivery, and applicable taxes are included in the above estimate, and will be invoiced at cost.

**V. ASSUMPTIONS AND CONDITIONS:**

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 60 days from the date of this proposal and are conditioned upon our completion of all services within 270 days of this date.
- B. The hourly rates are subject to change on an annual basis.
- C. No additional Geotechnical work is included in this proposal.
- D. Our professional fees are based on full days of uninterrupted work to the extent that can reasonably be expected for this type of project.

The attached Standard General Contract Terms for Professional Services are hereby made part of this Agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed please sign in duplicate and return one original to our office.

We look forward to a very successful project!

Sincerely,  
R.A. Smith National, Inc.



Paul S. Schafer, P.E.  
Construction Group Manager

STANDARD GENERAL CONTRACT TERMS
FOR PROFESSIONAL SERVICES

- 1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.
2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air.
3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.
4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.
6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date.
7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control.
8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL.
9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly.

- 11. Purposely left blank.
12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL.
13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID.

\*\*\*\*\*

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Paul S. Schafer, P.E.
Construction Group Manager

PROFESSIONAL

Email: paul.schafer@rasmithnational.com

By: [Signature]

Date: February 26, 2016

PROJECT: Springbrook Road Water Main
The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.

Village of Pleasant Prairie
Department of Public Works
8600 Green Bay Road
Pleasant Prairie, WI 53158

CLIENT

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

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

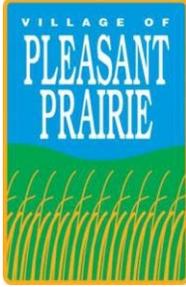
CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/ facsimile is an authorized form of notice to proceed.

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

©2013 R.A. SMITH NATIONAL, INC.

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

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



**REQUEST FOR PROPOSALS  
RFP #16-01**

**VILLAGE OF PLEASANT PRAIRIE  
Project #54902**

**Springbrook Road Water Main**

**Professional Engineering Construction  
Management Services**

**February 10, 2016**

**ISSUED BY:**

**Village of Pleasant Prairie, Wisconsin  
Department of Public Works  
8600 Green Bay Rd  
Pleasant Prairie, WI 53158**

## **REQUEST FOR PROPOSALS**

Notice is hereby given that proposals will be received by the Village of Pleasant Prairie ("Village"), Wisconsin for:

**RFP #16-01  
Project #54902**

### **Springbrook Road Water Main Project, 2016**

Proposals shall be delivered or mailed to: Jesse Houle, Village Construction Engineer, Village of Pleasant Prairie, 8600 Green Bay Rd, Pleasant Prairie, WI, 53158.

Proposals will be accepted until:

**Date: Wednesday, Feb 24, 2016**

**Time: 3:00 P.M. (CST)**

Proposals submitted after the above-noted due date and time will be rejected. Respondents accept all risks of late delivery of mailed submittals regardless of fault.

The Village reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the Village to pay any costs incurred by respondents in the preparation and submission of their statement of qualifications. Furthermore, the RFP does not obligate the Village to accept or contract for any expressed or implied services.

It is the policy of the Village of Pleasant Prairie to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

The Village is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation. The successful consultant must comply with the Village of Pleasant Prairie's equal opportunity requirements.

*Jesse Houle*

---

Jesse Houle, PE  
Village Construction Engineer

February 10, 2016  
Date

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- 1) PURPOSE & INTENT
- 2) SCOPE OF SERVICES/PROJECT REQUIREMENTS
- 3) GENERAL INSTRUCTIONS AND FORMAT
- 4) SUBMITTAL PROCESS & REQUIREMENTS
- 5) SCHEDULE
- 6) EVALUATION CRITERIA
- 7) EVALUATION COMMITTEE, SELECTION & AWARD PROCESS
- 8) MISCELLANEOUS
- 9) EXHIBITS
  - A. Project Manual
  - B. Project Plan Set (dated 1/21/2016)

## 1) PURPOSE & INTENT

This solicitation involves **Engineering Construction Services** for the complete construction of ***Springbrook Road Water Main Project, 2016 (Project #54902)***

- ***(Exhibit A – Project manual)***
- ***(Exhibit B - Plan Set, dated January 21, 2016)***

The Village of Pleasant Prairie will distribute Request for Proposal requests. A Village of Pleasant Prairie Consultant Selection Committee will evaluate the RFP's submitted and establish a short list. Those consultants selected on the short list will be ranked. The Village of Pleasant Prairie will then discuss approach, project schedule and resources with the highest ranked firm. Negotiations of fee's, terms and conditions will follow. In the event that the negotiations with the highest ranked firm are unsuccessful, negotiations will then proceed to the second highest ranked firm.

## 2) SCOPE OF SERVICES/PROJECT REQUIREMENTS

### A) DEFINITIONS

- 1) "VILLAGE" means the Village of Pleasant Prairie.
- 2) "COUNTY" means Kenosha County.
- 3) "FHWA" means the Federal Highway Administration.
- 4) "PROJECT" means the Springbrook Road Water Main Project – 2016, Project #54902.
- 5) "Services" means the construction management/engineering Services. Labor, equipment and materials furnished by CONSULTANT in accordance with this CONTRACT.
- 6) "MANUAL" means the Wisconsin Department of Transportation Facility Development Manual and other manuals referenced therein.
- 7) Development Manual and other manuals referenced therein.

### B) GENERAL

- (1) The Services under this CONTRACT shall consist of performing those phases or portions of the construction management for the PROJECT necessary or incidental to accomplish the PROJECT.
- (2) The CONSULTANT shall furnish all Services and labor necessary to conduct and complete the Services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated in writing as to be furnished by the VILLAGE.
- (3) The Services under this CONTRACT shall be performed in accordance with generally accepted standards of the engineering profession and requirements contained in the MANUAL.
- (4) The Services shall comply with the applicable state and federal laws and regulations consistent with the funding to this project.  
under sec. 84.01(10), Wis. Stats., to enter private lands to make surveys or inspections or otherwise to carry out the Services required by this CONTRACT.

### C) REQUIREMENTS - This project will require the selected firm to provide the following:

- (1) Coordinate and conduct a pre-construction meeting at the Village of Pleasant Prairie
- (2) Promptly respond to all questions from the Contractor and the Village during construction of the project.

- (3) General Contract Administration
- (4) Track, monitor, review and approve contract quantities and process pay requests from the Contractor. Quantities will need to be provided on a weekly basis to the Village for review and approval.
- (5) Review, approve and process change orders as required. All change orders will need approval from Village
- (6) Coordinate and conduct weekly progress meetings with Contractor and Village staff. Meetings will be held at the Village Prange building. Consultant will record and provide meeting minutes to Contractor and Village.
- (7) Prepare, distribute and administer a punch list at end of project.
- (8) Prepare and coordinate project completion and closeout documents including as built (record) drawings. Record drawings shall be provided to Village upon project completion in both hard copy (11"x17" - .pdf acceptable) and in AutoCAD Civil 3d .dwg digital format. Owner will provide Consultant with the approved plans in AutoCAD Civil 3d .dwg digital format for Consultant's use in preparing the Record drawing. Record drawings are to include any changes from original plans as constructed in field.
- (9) Provide on-site inspection services to include:
  - a. Provide preconstruction and post construction video and photos as required to document both existing conditions and post construction/restoration condition.
  - b. Review of all materials for Contract compliance.
  - c. Monitor construction activities to ensure improvements are constructed in compliance with approved plans, specifications and Village of Pleasant Prairie standards. Consultant shall provide full-time monitoring during installation of underground work and monitor as needed during restoration activities.
  - d. Monitor construction activities to ensure minimum clearance on underground appurtenances (water/sewer/storm sewer, etc.) are maintained during construction.
  - e. Monitor construction activities to ensure proper backfilling of utilities is performed by utilizing proper construction techniques and bedding materials that meet or exceed Contract requirements.
  - f. Measure, record, and track all quantities.
  - g. Attend and record all meetings and distribute to Village all minutes.
  - h. Inspect erosion control measures, traffic control measures and restoration activities as needed.
- (10) Provide Construction Layout Verification Services (Survey)
 

The selected construction management Consultant will be responsible for verification of all Contractor's layout work. Verification shall include verification of bench marks and control provided in plans and review of Contractor provided cut-sheets prior to construction.

### **3) GENERAL INSTRUCTIONS AND FORMAT**

The evaluation and selection of a consultant will be based on the information submitted in the request for proposals plus references and any required interviews/presentations. Consultants shall respond clearly and completely to all requirements. Failure to respond to any of the requirements in the RFP may be the basis for rejecting a submittal.

The submitted qualifications shall be typed and submitted on 8.5" x 11" inch paper and bound securely. Tables/Graphs/Charts and other non-verbiage exhibits may be

submitted on 11" x 17" inch paper, properly folded to an 8.5" x 11" inch size and bound securely within the document. There is a 12 total single sided page limit to the response.

#### 4) SUBMITTAL PROCESS & REQUIREMENTS

Qualifications are sought from firms with recognized expertise in the construction management and inspection of construction of roadways and associated infrastructure and on the Wisconsin Department of Transportation's approved list of consultants. Items A through J shall constitute the technical proposal; Item K shall constitute the compensation proposal.

Proposals shall include the following:

- (1) Firm name, address, telephone number and contact person. A two-page statement of interest and qualifications for this project.
- (2) Brief history of the firm.
- (3) A brief (maximum eight-page) project understanding description.
- (4) Discussion of firm's specific abilities and expertise to provide the required professional services and qualifications related to project requirements, including project management skills and methodology to monitor project budgets and schedule.
- (5) Key personnel proposed as project team members, including detailed resumes.
- (6) Clearly identify sub-consultants, if proposed, with similar information.
- (7) Examples of specific knowledge, expertise and project management experience related to this type of project.
- (8) Description of three recent and related projects completed by the firm. Identify how each is similar to our project.
- (9) References of other owners for which the firm has provided similar professional services. Reference information **must** include:
  - a. Name of owner;
  - b. Project name;
  - c. Brief description of firm's involvement;
  - d. Contact person;
  - e. Project/Contact Address;
  - f. Project/Contact Telephone number;
  - g. Firm's key personnel assigned to the referenced project;
- (10) Level of Effort:
  - a. List of all major tasks.
  - b. A detailed inventory of all project personnel by task.
  - c. Proposed hours (level of effort (including sub-consultant personnel) by task.

- (11) Compensation Requirements: **(TO BE PROVIDED IN SEPARATE SEALED ENVELOPE)**
- a. List of all major tasks;
  - b. A detailed inventory of all project personnel by task;
  - c. Proposed hours (level of effort) and fully-loaded hourly rates for all project personnel (including sub-consultant personnel) by task;
  - d. Proposed fully loaded hourly billing rates;
  - e. Hourly billing rates should include firm overhead, such as computer resources, telephone, local travel etc. Reimbursable expenses may include printing and copying, non-local travel etc.
  - f. A spreadsheet of the total costs associated with the proposal by your firm and those sub-consultants/subcontractors you are utilizing.

Firms must submit the following items:

- One original (clearly labeled as such) PLUS three copies of all materials required for acceptance of their qualifications **(Technical Proposal Items A through J)**;
- One copy of the compensation proposal **(Item K)** in a separate sealed envelope

On or before 3:00 p.m. on WEDNESDAY, February 24<sup>th</sup>, 2016, via U.S. Mail, UPS, Fed Ex, DHL, Airborne, etc. to:

Village of Pleasant Prairie  
Attn: Jesse Houle, P.E.  
Village Construction Engineer  
8600 Green Bay Rd.  
Pleasant Prairie, WI 53158

The Village of Pleasant Prairie does not accept facsimile or email submitted proposals. A firm, if it so chooses, may hand-deliver its proposal package on or before the date and time listed above. All submittals must be date-stamped by the Village of Pleasant Prairie. Submittals received after 3:00 p.m. on WEDNESDAY, February 24<sup>th</sup>, 2016 will not be accepted.

The complete proposal package shall be plainly marked as shown below. A complete proposal package shall consist of two individual envelopes that are both placed within a single complete proposal package. The **first envelope** shall contain the proposal transmittal letter and the firm's technical and qualification proposal (original plus three copies), without the proposed compensation. A **second sealed envelope** shall also include the proposal transmittal letter and the proposed compensation (one copy). The single complete proposal package and each of the two individual envelopes shall be marked as shown below.

All submittals must be packaged, sealed, and clearly labeled to show the following information on the outside of the package:

Firm's Name and Address  
RFP Title – **"Village of Pleasant Prairie – RFP Springbrook Water Main Construction Management, 2016" (Project #54902)**  
RFP Due Date of WEDNESDAY, February 24<sup>th</sup>, 2016

**(Label as appropriate: COMPLETE PACKAGE, TECHNICAL AND QUALIFICATION ENVELOPE, or COMPENSATION ENVELOPE)**

*It is not the intent of this RFP to solicit an **overly long response**, but it is important the firm's experience/expertise is adequately described. It will, for example, be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm. Village staff will review the submitted proposals and will select firms to meet with in an interview format, to discuss the proposal and firm qualifications, in greater detail. The selected contractor will meet with the Village to negotiate compensation for the proposal, and prepare a contractual agreement between the Village and the contractor, as soon after the final selection as is reasonable.*

## 5) SCHEDULE

Listed below are estimated dates and times of actions related to this RFP. In the event that the Village finds it necessary to change any of the specific dates and times, it will do so by issuing amendments to this RFP. Failure by the Village to issue amendments to this schedule will not invalidate this selection process.

### RFP SCHEDULE\*:

EVENT	DATE
RFP Release	February 10, 2016
Questions in writing (if any) Due	February 17, 2016
<b>RFP Responses Due</b>	<b>February 24, 2016</b>
Internal Village Review of RFP Responses	**February 24-29, 2016
Scope and Contract Negotiation	**February 24-29 2016
Contract Recommendation to the Village Board	March 1, 2016
Village Board Approval	March 7, 2016

*\*Schedule could be amended as deemed appropriate and necessary by the Village.*

*\*\*The Village may request an interview which would then alter the schedule.*

## 6) EVALUATION CRITERIA

The Village staff will review and evaluate all submittals. The Village reserves the right to select the submittal that it deems to be in the best interest of the project, or to reject any and all submittals. The selection of the Consultant will be based on the following criteria:

- Project Manager/Key Personnel (experience and capabilities of proposed project team and key team members)-**20 points**
- Project Approach (statement of project understanding, management/technical approach, modifications or expansions of tasks, assumptions in developing level of effort, detailed description of quality control plan)-**25 points**
- Previous experience and capabilities of the firm with similar projects-**20 points**
- Overall quality of statement of qualifications-**10 points**
- Compensation proposal-**25 points**
- **100 points total**

## 7) EVALUATION COMMITTEE, SELECTION & AWARD PROCESS

(1) Evaluation committee. The Village RFP Evaluation & Selection Committee will consist of:

- Jesse Houle, Village Construction Engineer
- Richard Murphy, Village Construction Manager
- John Steinbrink, Jr., Public Works Director

The evaluation committee members have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP.

(2) The selection committee will evaluate the proposals utilizing the proposal evaluation criteria (except compensation). The Village, because of time constraints and depending upon the thoroughness of the proposals, may at its sole option award a contract based upon the initial proposal submittal. Do not assume there will be an opportunity for submittal of additional information. Submit your proposal as if it were your "best and final offer."

(3) If the Village intends to hold interviews, the Proposers to be interviewed will be contacted to schedule an interview. The interview will further evaluate the Proposer in the following categories: (1) Project Manager/Key Personnel; (2) Overall Qualification of Firm/Team; and (3) Project Approach. The point values or ratings for these categories are subject to change based upon the interview.

(4) After completing the technical evaluation, compensation packages of only the highest-rated proposals will be opened. There will be no required number of compensation packages opened. Following selection of the highest rated Proposer, a letter will be sent to all Proposers informing them of the Village's selection and the date of anticipated Village Board Meeting to award the contract. The Village will negotiate contractual terms, level of effort, and scope of services with the highest rated Proposer and, upon successful negotiations, an award recommendation will be made to the Village Board. Contract award will be made to the Proposer whose proposal best complies with the RFP and will be the most advantageous to the Village, as indicated by the final score based upon evaluation of both technical and compensation proposals.

(5) Final evaluation:

Upon completion of any interviews/presentations by the respondents, the Evaluation & Selection Committee will review its evaluations and make any necessary ranking adjustments based on the information obtained in the interview/presentation, possible reference checks, and any other pertinent respondent information.

(6) Right to reject qualifications and negotiate contract terms:

The Village reserves the right to reject any and all submittals. The Village reserves the right to negotiate the terms of the contract, including the award amount, with the selected consultant prior to entering into a contract.

(7) Award of contract:

The Village reserves the right to make an award without further discussion of the

submittals. The firm selected as the apparently successful firm will be expected to enter into a contract with the Village. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected firm fails to sign the Contract within ten (10) business days of delivery of the final Contract, the Village may elect to negotiate a Contract with the next-highest ranked firm. The Village shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract. Following consultant selection, the successful consultant shall prepare a proposal and scope of work for review by the Village. Once the Village and Consultant have reached an agreement on the scope of services, a final contract will be prepared by the Village.

## **8) MISCELLANEOUS**

### **(1) Questions**

Questions regarding this RFP may be directed to Jesse Houle, P.E., Village Construction Engineer, via e-mail at [jhoule@plprairiewi.com](mailto:jhoule@plprairiewi.com). Unauthorized contact regarding this RFP with other Village employees may result in disqualification from consideration in the proposal. Any oral communications will be considered unofficial and non-binding on the Village, unless it is followed by a written statement from the Village.

### **(2) Rejection of Submittals**

The Village reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the Village to pay any costs incurred by respondents in the preparation and submission of their qualifications. Furthermore, this RFP does not obligate the Village to accept or contract for any expressed or implied services.

### **(3) Withdrawal of Qualifications**

Consultants may withdraw a submittal, in writing, at any time up to the proposal due date and time. The written withdrawal notice must be received by the Village Engineer. The notice must be signed by an authorized representative of the consultant.

### **(4) Incurring Costs**

The Village is not liable for any cost incurred by consultants in replying to this RFP.

### **(5) Proprietary Proposal Material**

Any proprietary information revealed in the submittal should be clearly identified as such by the respondent.

### **(6) Terms**

There is no expressed or implied obligation of the Village to reimburse firms for any costs incurred in preparing submittals in response to this request. The Village reserves the right to reject any and all submittals and to modify the scope of services. The Village further reserves the right to retain all submittals and to use any idea in a submittal regardless of whether that submittal is selected.

(7) Signatures

RFPs shall be signed by one of the legally authorized officers of the submitting firm/corporation. If awarded the contract, the contract shall also be executed by said officer.

(8) Contract Negotiation

The Village reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the contract by the Village.

(9) Equal Opportunity Employment

The successful consultant(s) must comply with the Village equal opportunity requirements. The Village is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

(10) Title VI

It is the Village's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

(11) Insurance Requirements

The selected firm shall maintain insurance that is sufficient to protect the firm's business against all applicable risks. Standard requirements may be negotiated if it is in the best interest of the Village.

(12) Non-Endorsement

As a result of the selection of a firm to supply products and/or services to the Village, firm agrees to make no reference to the Village in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the Village.

(13) Non-Collusion

Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

(14) Compliance with Laws & Regulations

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the consultant or consultants ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances, and industry standards relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

(15) Public Records

Under Wisconsin state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the Village, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the Village receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the Village (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the Village within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The Village assumes no contractual obligation to enforce any exemption. The Village does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the consultant. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The Village accepts no responsibility for the performance of the consultant in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the consultant for other public agency purchases.

(16) Clarification and/or Revisions of this RFP:

Revisions to this RFP will only be made by an official written amendment issued by the Village. In order to be eligible to receive amendments to this RFP, all respondents are responsible to notify the Village of its official contact person, address and email address. All amendments/clarifications will be forwarded to the respondents of record.

**9) EXHIBITS** (attached)



# Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order #

160648-00

BILL TO

VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WI 53158  
262-694-1400

VEN  
DOR

R.A. SMITH NATIONAL  
ATTN: ACCOUNTING DEPT  
16745 W BLUEMOUND RD STE 200  
BROOKFIELD WI 53005-5938

SHIP TO

Village of Pl Pr - Prange  
8600 Green Bay Rd  
Pleasant Prairie WI 53158

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
				742		Laura DeLaRosa	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
03/02/2016	2342				Public Works		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	#54902-Professional Services-S						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Remember to give PO# when ordering.						
1	#54902 - Professional Services - Springbrook Road Water Main Interconnect			1.0	EACH	\$49,769.000	\$49,769.00

By Michael Deering  
Village Administrator

PO Total \$49,769.00



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

**To:** Michael Pollocoff  
**From:** John Steinbrink, Jr.  
**Subject:** Grant of Easement to We-Energies on parcel 92-4-122-193-0151  
**Date:** February 15, 2016

On Wednesday February 3<sup>rd</sup>. Pleasant Prairie was contacted by We-Energies to grant an easement on parcel number 92-4-122-193-0151. This Village property houses the 165 sanitary sewer lift station. The proper easement was never obtained when the original equipment was installed in 1990. We-Energies is scheduled to upgrade some equipment and found there was not an easement executed.

Staff recommends the Village Board execute the easement as drafted by We-Energies included in your packet.

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO.      **3863296**              IO NO.    **52167**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF PLEASANT PRAIRIE**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land 10 feet in width being a part of the grantor's premises described as **Parcel 1, Certified Survey Map No. 1332**; said CSM being recorded in the office of the Register of Deeds for Kenosha County, Wisconsin in Volume 1384 of Records on Pages 440-443 as Document No. 837482; said premises being located in the **Southwest ¼ of Section 19, Township 1 North, Range 22 East**, Village of Pleasant Prairie, Kenosha County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:  
We Energies  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM A252  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

92-4-122-193-0151  
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

**Grantor:**

**VILLAGE OF PLEASANT PRAIRIE**

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

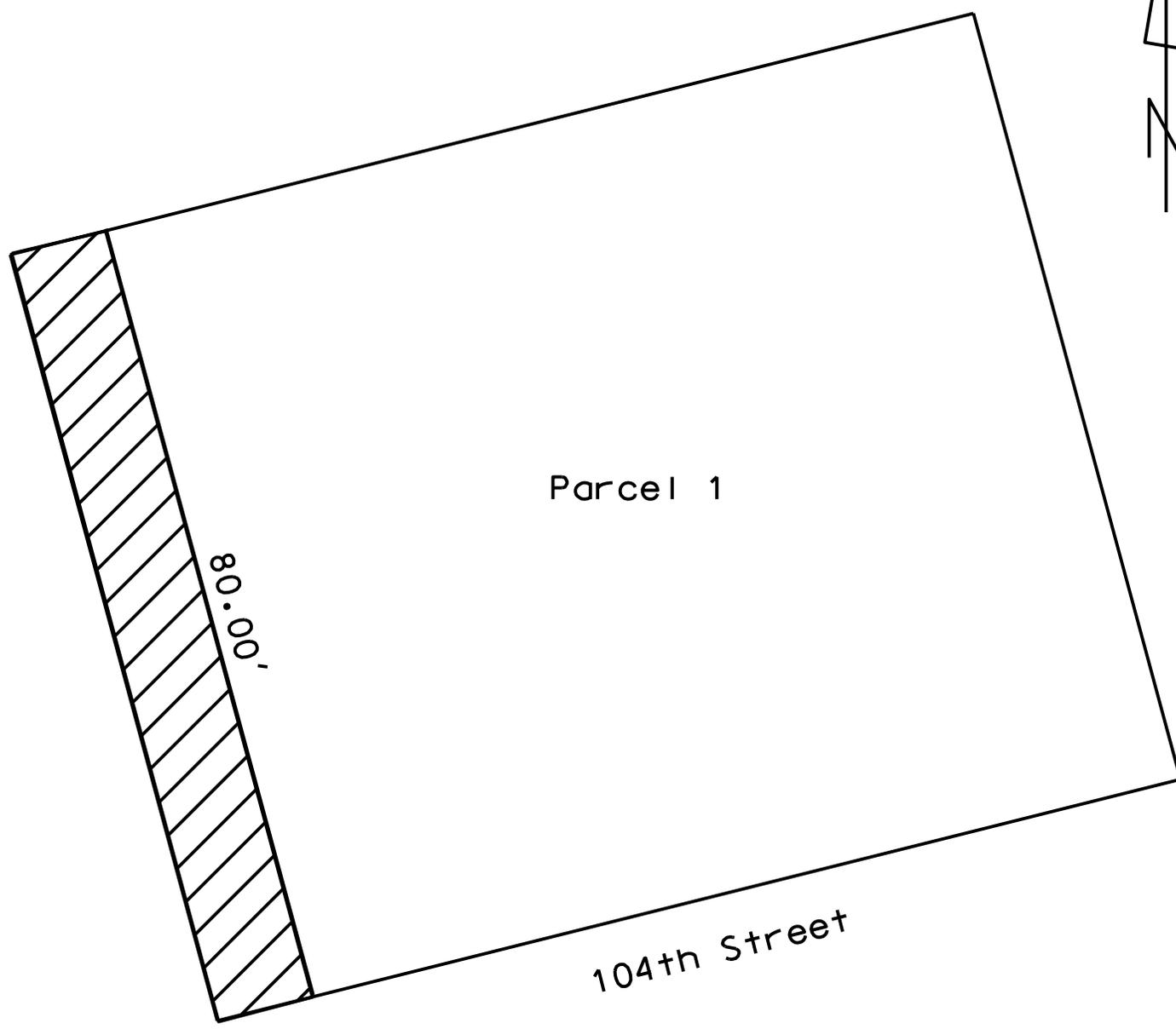
Personally came before me in \_\_\_\_\_ County, Wisconsin on \_\_\_\_\_, 2016,  
the above named \_\_\_\_\_, the \_\_\_\_\_  
and \_\_\_\_\_, the \_\_\_\_\_  
of the **VILLAGE OF PLEASANT PRAIRIE**, for the municipal corporation, by its authority, and adopted by its Village Board  
on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

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



Parcel 1

80.00'

104th Street



= 10' wide WE-Energies Easement

### EXHIBIT "A"



C.S.M. No.1332  
S.W. 1/4 Sec.19-1-22  
Village of Pleasant Prairie  
Kenosha County, WI

DRAWN BY: <b>T. Turner</b>
DATE: <b>1/26/16</b>
WR NUMBER: <b>3863296</b>
REVISIONS: _____
_____
_____

\$FILES\$  
\$TIMES\$  
\$DATES\$

**10) What kinds of negotiations should be expected?**

While our standard easement is intended to cover normal distribution facility installations, terms or conditions may be negotiated. If the landowner has questions, the utility will get answers. The right-of-way agent is your contact person and your source for information.

**11) Are there specific waivers of rights involved in the easement negotiation process?**

PSC 113.0509 gives the landowner, unless voluntarily waived by the landowner, a minimum period of five days to examine the materials provided by the utility before signing any new or revised easement agreement. If you, as the landowner, are comfortable signing the easement agreement after reading the document and getting answers to questions, you may waive the 5 day review period established under Public Service Commission Administrative Rules.

**12) Does the use of eminent domain enter into easement negotiation discussions?**

No. We Energies will not bring eminent domain up. The utility and the landowner will usually negotiate a solution on location of distribution facilities.

**13) Does the utility ultimately have the right to use eminent domain?**

Yes. However, as a general practice, We Energies does not use eminent domain to install electric distribution facilities. Only in extremely unusual situations, would the utility consider the use of its eminent domain rights. (We Energies has not used eminent domain on distribution facilities in the past 25 years).

**For more information:**

For information on a specific project, contact We Energies or the PSC.

Contact your We Energies representative at:

Contact the PSC at:

Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, WI 53707-7854  
(608) 266-5481

Generally, the PSC does not have detailed information about all electric distribution projects.

Therefore, in order for them to investigate you will need to provide:

- Utility Name
- Project Name
- Project Location

## **RIGHTS-OF-WAY AND EASEMENTS**

for Electric Distribution  
Facility Construction



## INTRODUCTION

This pamphlet is intended to help you, the landowner, better understand the possible need for new power lines, how electric utilities build lines, and how you can be an important part of the process.

Electric distribution lines carry electricity from substations to customers. These types of electric lines include customer service connections and local distribution lines.

An electric line right-of-way (ROW) is a strip of land that an electric utility uses to construct, maintain, repair or replace an overhead or underground power line. The ROW allows the utility to provide clearance from trees, buildings and other structures that could interfere with the line installation, maintenance and operation. This ROW may be located in the roadway or on private property. It usually is from 6 to 12 feet wide, unless terrain, vegetation or unusual construction obstacles require a wider easement.

### 1) What are some reasons new or reconstructed power lines might be needed?

New power lines may be needed because of:

- a. Growth in customer's average electricity use
- b. Growth in the number of customers and businesses in Wisconsin
- c. Replacement of old lines due to age of equipment
- d. Additional lines constructed from new substations needed to meet increased demand.

### 2) Do utilities need government approval to build new power lines?

Yes. A variety of permits are needed from various governmental agencies. The Public Service Commission (PSC) of Wisconsin reviews We Energies's request if a project exceeds \$5 million in cost.

Local road permits, Wisconsin Department of Transportation permits, Wisconsin Department of Natural Resources permits, Federal Aviation Authority permits, etc. are all required if the interests of those agencies are involved.

### 3) Can conservation eliminate the need for power lines?

Yes and no. Right now, conservation helps reduce the need for new power lines, but is not eliminating all future needs. In order to eliminate the need for new lines, conservation would have to be great enough to offset all the needs in points "a" through "d" in question 1 above.

Conservation can reduce the number of new power lines and power plants needed because conservation makes energy more efficient. The PSC reviews utility plans for conservation programs in its Biennial Strategic Energy Assessment ("SEA").

### 4) How is it decided when and where new or reconstructed power lines will be built?

Utility engineers use computer models of the power system to study the need for new power lines. The results help a utility decide if a new power line is needed or if an existing line should be rebuilt or relocated. In some instances the need for new or rebuilt power lines becomes apparent due to insufficient capacity to meet customer requirements in an area or changes required in response to significant storm damages.

### 5) Does a utility have the right to construct its lines on my property?

Wisconsin statutes allow utilities to construct their facilities on or along roadways with the consent of local authorities as long as the facilities do not interfere with the use of the roadway by the public or with the use of the adjoining land. Usually the utility will have the option of building the distribution lines and related facilities on private property or in road right-of-way. However, if existing obstacles are in the way, the distribution line will be located to avoid these obstacles.

If the distribution line is located on private property, an easement from the landowner is required. If the distribution line is located in road right-of-way, a permit from the municipality is required.

### 6) Will my trees need to be cut?

In some cases, power lines must be built along wooded areas or near existing trees. This is often the case when power lines are built along roadways or at the rear of residential lots.

Therefore, trees in these areas need to be trimmed and sometimes removed.

In order to ensure safe and reliable power, it is important to keep power lines free of any kind of interference. This means that tall-growing trees should not be placed near or under existing power lines. A utility maintains a regular trimming schedule to keep interference from trees to a minimum. It is important for customers to understand that requirement and cooperate with the utility.

In order to trim or remove trees along a roadway, the utility will obtain the consent of the owner of the tree.

### 7) What is an easement?

An easement is a written document that grants a permanent right to use land for a specific purpose, such as installing utility facilities (lines) to serve you and others. An easement "runs with the land" which means it stays with the property even if ownership of the property changes.

### 8) What can the landowner expect in the easement acquisition process?

Based on many years of experience, We Energies has developed a standard easement agreement which covers topics such as proper clearance/cover for utility facilities, restoration of the land and tree trimming. You, as a landowner, have a right to understand these issues as well as the need for distribution facilities.

To minimize impact on your property, the utility will make every reasonable effort to locate these facilities in setback areas that are unbuildable.

A utility representative contacts each potentially affected landowner and presents the easement document.

### 9) What is required of the landowner in the easement document?

The easement document grants the utility the right to locate distribution facilities on the landowner's property. It also requires the landowner to keep the easement area clear to allow the utility access to these facilities for maintenance and repair. Easement area should stay clear of trees.



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

**To:** Michael Pollocoff  
**From:** John Steinbrink Jr.  
**Subject:** Vehicle Disposal Approval  
**Date:** March 1, 2016

I am requesting approval for the disposal of the following Village vehicles which have reached the end of their useful life:

- Vehicle 6922 - 1992 Ford F-350; 76,733 miles
- Vehicle 6981 - 1998 Dodge Ram 1500; 129,518 miles
- Vehicle 6041 - 2004 GMC 3500; 89,362 miles
- Vehicle 8031 - 2003 Ford E350 Van; 113,502 miles
- Vehicle 6923 - 1992 Ford F350; 102,937 miles
- Vehicle 6893 - 1989 Ford E350 chassis; not running

Cost savings would be realized in the elimination of insurance, repair and/or storage costs.

The aforementioned vehicles will be sent to auction.

**RESOLUTION #16-11**

**RESOLUTION AUTHORIZING THE  
VILLAGE OF PLEASANT PRAIRIE  
TO DISPOSE OF SURPLUS VEHICLES**

**WHEREAS**, the Village of Pleasant Prairie currently owns a 1992 Ford F350 Truck (76,733 miles); a 1998 Dodge Ram 1500 Truck (129,518 miles); a 2004 GMC 3500 Truck (89,362 miles); a 2003 Ford E350 Van (113,502 miles); a 1992 Ford F350 Truck (102,937 miles) and a 1989 Ford E350 Truck (not running); and

**WHEREAS**, the 1992 Ford F350 Truck, 1998 Dodge Ram 1500 Truck, 2004 GMC 3500 Truck, 2003 Ford E350 Van, 1992 Ford F350 Truck, and a 1989 Ford E350 Truck are no longer capable of performing the work required by the Village because of their age, hours of operation and condition; and

**WHEREAS**, the six vehicles are no longer needed to meet the needs of the Village.

**NOW, THEREFORE, BE IT RESOLVED**, that the Village Administrator be authorized to sell the 1992 Ford F350 Truck, 1998 Dodge Ram 1500 Truck, 2004 GMC 3500 Truck, 2003 Ford E350 Van, 1992 Ford F350 Truck, and a 1989 Ford E350 Truck to an authorized automobile auction company.

Passed and adopted this 7th day of March, 2016.

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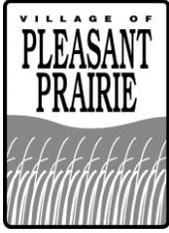
John P. Steinbrink, President

Attest:

---

Jane M. Romanowski, Clerk

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



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

**To:** Michael Pollocoff  
**From:** John Steinbrink Jr.  
**Subject:** Village of Pleasant Prairie 2016 Annual Paving Program – Project #64101  
**Date:** March 7, 2016

Sealed bids for the above referenced project were received until 2:00 p.m. on February 25th, 2016, at the Village of Pleasant Prairie Public Works Dept.; 8600 Green Bay Rd., Pleasant Prairie, WI. 53158. The bids were publicly opened and read aloud.

The 2016 Paving Project, as bid, consists of fourteen (14) work sections generally described as follows:

- **Section 1:** Hidden Oaks (Ultrathin Overlay) - Mill and dispose of asphaltic pavement, furnish and place ultrathin overlay pavement (7,000 square yards, est. qty.), spot curb and gutter repair, inlet adjustments and asphalt patching.
- **Section 2:** Terwall Terrace (Ultrathin Overlay) - Mill and dispose of asphaltic pavement, furnish and place ultrathin overlay pavement (19,900 square yards, est. qty.), spot curb and gutter repair, adjustments of structures in roadway and asphalt patching. This Section also includes sidewalk installation and curb removal and replacement along a section of Terwall Terrace and paving small sections of the Shared Use asphalt path.
- **Section 3:** Meadowlands Subdivision (Ultrathin Overlay) - Mill and dispose of asphaltic pavement, furnish and place ultrathin overlay pavement (20,000 square yards, est. qty.), spot curb and gutter repair, adjustments of structures in roadway and asphalt patching.
- **Section 4:** Rolling Meadows Subdivision (Pulverize and Relay) – Pulverize existing asphaltic pavement, grade and compact (28,800 square yards est. qty.), furnish and place 5-inches of new asphaltic pavement, base repair, manhole adjustments and road shouldering. (Ultrathin Overlay) – 32<sup>nd</sup> Avenue Cul-de-sac, (1350 square yards est. qty.), sport curb and gutter repair and inlet adjustments.

- Section 5: 113<sup>th</sup> Street (Microsurface) - Place Microsurface (5,100 square yards, est. qty.), asphalt patching, spot curb and gutter repair and adjustments of structures in roadway as needed.
- Section 6: Old Green Bay Road (Microsurface) - Place Microsurface overlay (25,200 square yards, est. qty.). This will include asphalt patching and base repair as needed.
- Section 7: Springbrook Road/93<sup>rd</sup> Intersection reconstruction – Replace curb to improve intersection geometry. This will include replacement of curbs at the southwest and southeast corners, remove and replace asphalt to match existing, topsoil and restoration.
- Section 8: Compost Site - Prepare existing gravel roadway and pave with 3” asphalt surface (Approximately 1,250 LF), place shoulders, grade and pave compost site with asphalt and concrete. Grade and provide asphalt driveway at Lift station 73-1.
- Section 9: Midplex – Remove and replace existing asphalt driveway with concrete driveway (468 SY est. qty.).
- Section 10: Iceplex – Spot replacement of existing concrete sidewalk and curb (4,300 SF walk, est. qty.).
- Section 11: Village Green Park – Place asphalt and stripe two (2) tennis courts and one (1) basketball court. Site preparation and restoration to be performed by the Village.
- Section 12: Pleasant Prairie Park – Place asphalt and stripe two (2) tennis courts and one (1) basketball court. Site preparation and restoration to be performed by the Village.
- Section 13: Cooper Road Extension – Improvements to extend 97<sup>th</sup> St. and Cooper Road to connect at their intersection. This will include mass grading and underground utilities (sanitary sewer, water main and storm sewer).
- Section 14: Cooper Road Paving – Paving improvements for Section 13, above.

A total of two bids were received for this project:

<u>Contractor</u>	<u>Bid (as read)</u>	<u>Bid (as corrected)</u>
Stark Asphalt, Inc.	\$2,488,722.50	\$2,532,065.50
Payne & Dolan, Inc.	\$2,609,397.95	\$2,607,265.95

The low bidder Stark Asphalt, Inc. has completed several pavement projects for the Village in the past including the 39<sup>th</sup> Avenue Reconstruction Project in 2015.

The 2016 Paving Program work is covered under multiple budget components. Analysis of bids shows four (4) Sections of the Project that are recommended to be eliminated via change order due to higher than expected unit costs and overall budget constraints:

<b>Recommended Base Contract Award</b>			<b>\$2,532,065.50</b>
<b>CO # 1</b>	Section 5 (deduct)	113 <sup>th</sup> St, Microsurface	(\$43,384.25)
	Section 6 (deduct)	Old Green Bay Rd, Microsurface	(\$163,676.00)
	Section 9 (deduct):	MidPlex, Concrete Repair	(\$41,013.00)
	Section 10 (deduct):	Iceplex, Driveway repair	(\$30,200.00)
	<b>TOTAL Change Order #1</b>		
<b>2016 Paving contract after Change Order #1</b>			<b>\$2,253,792.25</b>

- Sections 5 and 6 (113<sup>th</sup> St./Old Green Bay Rd.) were removed because the microsurface line item exceed the engineer’s estimate by 27%.
- Sections 9 and 10 (IcePlex and Midplex) have been removed because it was not approved in the Recreation Budget and will be considered next year.

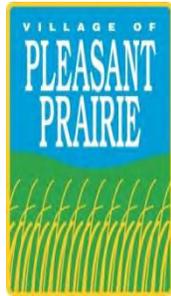
Applying the recommended change order the base bid results in a reduction in the final contract amount by \$278,273.25 and an adjusted final contract in the amount of \$2,253,792.25.

It is recommended that the Village award this project to Stark Asphalt, Inc. in the amount of \$2,532,065.50 and approve the execution of Change Order #1.

Following the formal award by the Village Board, staff will prepare the necessary documents for execution of the contract and change order by the Village and the Contractor.

# VILLAGE OF PLEASANT PRAIRIE KENOSHA, WISCONSIN

## PROJECT MANUAL FOR 2016 PAVING PROJECTS



If you have any questions concerning these  
Plans and specifications please contact:

Steve Wlahovich, Department of Public Works  
262-925-6767

**VILLAGE OF PLEASANT PRAIRIE  
DEPARTMENT OF PUBLIC WORKS  
PROJECT NO. 64101**

**Released for Bid: FEBRUARY 4th, 2016  
Bid Date: FEBRUARY 25th, 2016**

## OFFICIAL NOTICE TO BIDDERS 2016 PAVING PROJECTS

### Contract #64101

OWNER: The Village of Pleasant Prairie hereby gives notice that sealed Bids will be received for the construction of the 2016 Paving Projects.

The project consists of one prime Contract: **Contract # 64101 - 2016 Paving Projects**

The 2016 Paving Projects consists of fifteen work sections generally described as follows:

**Section 1-3:** Ultrathin Asphalt Overlay (3 Locations) – Mill and dispose of asphaltic pavement, furnish and place ultrathin overlay pavement (46,000 square yards, est. qty.), spot curb and gutter repair, inlet adjustments, and asphalt patching.

**Section 4:** Rolling Meadows - (Pulverize & Relay) – Pulverize existing asphaltic pavement, grade, and compact (28,800 square yards, est. qty.), furnish and place 5-inches of new asphaltic pavement, base repair, manhole adjustments, and road shouldering. (Ultrathin Overlay) – 32<sup>nd</sup> Avenue Cul-de-sac, 1,350 square yards est. qty., Spot curb and gutter repair, and inlet adjustments.

**Section 5-6:** Micro-surface, Type 2 (30,000 square yards, est. qty.) Spot curb and gutter repair and asphalt patching.

**Section 7:** Springbrook Road Curb (93<sup>rd</sup> St & 29<sup>th</sup> Ave) – Remove asphalt pavement, furnish and place new 30-inch concrete curb and gutter, pavement markings.

**Section 8:** 73-1 Compost Site– site staking and layout, base preparation, furnish and place 3-inches of new asphaltic pavement. Lift Station Driveway - base preparation, furnish and place 5-inches of new asphaltic pavement.

**Section 9-10:** Midplex - Remove existing asphalt driveway (468 square yards est. qty.), re-shape and grade existing base. Install new communication ducts, Install new 6-inch concrete driveway, and restore all disturbed landscaping. Iceplex - Remove & replace existing concrete sidewalk (4,300 square feet, est. qty.) and curb & gutter. Install detectable warning fields as required and restore all disturbed landscaping.

**Section 11-12:** Village Green/Pleasant Prairie Parks – furnish and place 3.25-inches of new asphaltic pavement including placement of acrylic surface treatment for new basketball and tennis courts.

**Section 13-14:** Cooper Road Extension - Utility Installation – Install new sanitary main, new water main, and new storm sewer per Village specifications. Paving – Excavate, grade, shape, and prepare existing base, Install base dense, concrete base and a 1-3/4-inch asphalt overlay. This section also includes new concrete curb and gutter, restoration, street trees and ancillary work.

**Section 15:** Fire Station #1 Concrete Maintenance – Remove and replace concrete panels, route and crack seal, surface grinding, and seal existing concrete.

All Contractors shall comply with the “Contractor Qualification Ordinance of the Village of Pleasant Prairie” requiring pre-qualification of Contractors prior to performing work on this Contract. **All Contractor pre-qualifications must be complete and submitted 5 days prior to bid opening date/time. Approved pre-qualifications will be posted prior to bid opening.** All Sub-contractors utilized for this Contract must be identified in the bid documents under “LIST OF SUBCONTRACTORS AND SUPPLIERS” and all Sub-contractors must be pre-qualified prior to award of this Contract. Applications for Qualification forms may be obtained from the Village of Pleasant Prairie Clerk at 9915-39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 or obtained from the following website:

<http://www.pleasantprairieonline.com/formsandlicensing/prequalification/index.asp>

TIME AND PLACE OF BID OPENING: Sealed Bids will be received until **2:00 P.M., Local Time, on Thursday, February 25<sup>th</sup>, 2016**, in the office of the Village Public Works Department, 8600 Green Bay Road, Pleasant Prairie, Wisconsin, 53158. After the official Bid closing time, the Bids will be publicly opened and read aloud.

BIDDING DOCUMENTS: The Bidding Documents are those designed as “2016 Paving Project” prepared by The Village of Pleasant Prairie, 8600 Green Bay Road, Pleasant Prairie, Wisconsin 53158. For a non-refundable fee of \$30.00 you may obtain bid documents on QuestCDN at: [www.questcdn.com](http://www.questcdn.com). You may access the document by inputting **Quest project #4234568**. Please complete a free registration to Quest if you are not already a member. If you have any questions regarding the registration or the download process please contact QuestCDN.com at (952)-233-1632 or [info@questcdn.com](mailto:info@questcdn.com). All submitted Bidding Documents shall be original copies obtained directly from QuestCDN. Bid Documents, which cannot be verified as being obtained from QuestCDN, will not be accepted. Paper copies of the Bid Documents will **not** be made available. Direct inquiries may be directed to Mr. Steven Wlahovich, Engineering Technician, at (262) 925-6767.

LEGAL PROVISIONS: The Contract letting shall be subject to the provisions of Sections 61.54, 61.55, 66.0901, and 66.0903 of the Wisconsin Statutes.

WAGE RATES: CONTRACTORS shall be required to pay not less than the prevailing wage rates on the Project as established by the State of Wisconsin, Department of Workforce Development. Copies of these wage rates are on file in the office the Engineer and incorporated into the Contract Documents.

BID SECURITY: Bid Security in the amount not less than 5% of the Bid shall accompany each Bid in accordance with the Instructions to Bidders. Acceptable bid Security shall be Bid Bond, Certified Check, Cashier’s Check or Money Order.

CONTRACT SECURITY: The Bidder to whom the Contract is awarded shall furnish a Performance Bond and Payment Pond each in the amount equal to the Contract Price.

BID REJECTION / ACCEPTANCE: Owner reserves the right to reject any and all Bids, waive informalities in bidding or accept the Bid or Bids, which best serve the interest of Owner.

BID WITHDRAWAL: No Bid shall be withdrawn for a period of 40 days after the opening of the Bids without the consent of Owner.

Published by authority of the Village of Pleasant Prairie.

By:

John P. Steinbrink, President  
Jane Romanowski, Clerk

**BID Tabulation**

PROJECT NAME: 2016 PAVING PROJECTS

OWNER: VILLAGE OF PLEASANT PRAIRIE

COUNTY: KENOSHA

BID DATE: FEBRUARY 25TH, 2016

				BIDDERS						
				STARK		PAYNE AND DOLAN				
Item				Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
HIDDEN OAKS	1	Mill 3/4" Depth (7,000 Est. SY):	LS	1	\$ 7,700.00	\$ 7,700.00	\$ 11,947.44	\$ 11,947.44		
	2	Base Repair (Est. Qty.):	SY	225	\$ 23.25	\$ 5,231.25	\$ 19.10	\$ 4,297.50		
	3	Excavation below subgrade (Est. Qty.):	CY	110	\$ 30.00	\$ 3,300.00	\$ 32.09	\$ 3,529.90		
	4	Granular material for excavation below subgrade (Est. Qty.):	TON	220	\$ 20.00	\$ 4,400.00	\$ 16.41	\$ 3,610.20		
	5	Asphalt patching :	SY	560	\$ 28.50	\$ 15,960.00	\$ 43.32	\$ 24,259.20		
	6	Adjust catch basin:	EA	20	\$ 775.00	\$ 15,500.00	\$ 520.00	\$ 10,400.00	**	
	7	Spot concrete curb and gutter removal and replacement:	LF	160	\$ 52.25	\$ 8,360.00	\$ 38.00	\$ 6,080.00		
	8	Manhole adjustment, as specified:	EA	16	\$ 770.00	\$ 12,320.00	\$ 860.00	\$ 13,760.00		
	9	Manhole reconstruct, as specified:	EA	4	\$ 1,165.00	\$ 4,660.00	\$ 1,600.00	\$ 6,400.00		
	10	Ultrathin Overlay, 3/4-inch, 4.5mm	TON	420	\$ 64.50	\$ 27,090.00	\$ 73.24	\$ 30,760.80		
	11	Mobilization:	LS	1	\$ 3,300.00	\$ 3,300.00	\$ 596.04	\$ 596.04		
<b>SECTION 1 SUBTOTAL</b>						<b>\$ 107,821.25</b>	<b>\$ 115,641.08</b>			
Item				Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
TERWALL TERRACE	12	Common Excavation:	LS	1	\$ 8,800.00	\$ 8,800.00	\$ 11,800.00	\$ 11,800.00		
	13	Mill 3/4" Depth (19,900 Est. SY):	LS	1	\$ 20,895.00	\$ 20,895.00	\$ 17,819.62	\$ 17,819.62		
	14	Base Repair (Est. Qty.):	SY	635	\$ 23.25	\$ 14,763.75	\$ 19.10	\$ 12,128.50		
	15	Excavation below subgrade (Est. Qty.):	CY	320	\$ 27.50	\$ 8,800.00	\$ 31.73	\$ 10,153.60		
	16	Granular material for excavation below subgrade (Est. Qty.):	TON	640	\$ 20.50	\$ 13,120.00	\$ 16.37	\$ 10,476.80		
	17	Asphalt patching :	SY	1630	\$ 27.50	\$ 44,825.00	\$ 51.13	\$ 83,341.90	*	
	18	Inlet Adjustment & Seal	EA	24	\$ 775.00	\$ 18,600.00	\$ 520.00	\$ 12,480.00	**	
	19	Spot concrete curb and gutter removal and replacement:	LF	450	\$ 45.15	\$ 20,317.50	\$ 38.00	\$ 17,100.00		
	20	Manhole adjustment, as specified:	EA	18	\$ 780.00	\$ 14,040.00	\$ 860.00	\$ 15,480.00		
	21	Manhole reconstruct, as specified:	EA	5	\$ 1,140.00	\$ 5,700.00	\$ 1,600.00	\$ 8,000.00		
	22	Ultrathin Overlay, 3/4-inch, 4.5mm	TON	1155	\$ 61.50	\$ 71,032.50	\$ 74.88	\$ 86,486.40		
	23	Base Agg. Dense, 1-1/4-inch:	TON	330	\$ 27.50	\$ 9,075.00	\$ 16.00	\$ 5,280.00		
	24	HMA pavement, 3-inch upper layer, 9.5mm	TON	75	\$ 87.50	\$ 6,562.50	\$ 69.27	\$ 5,195.25		
	25	Removing concrete sidewalk:	SY	280	\$ 10.25	\$ 2,870.00	\$ 15.00	\$ 4,200.00		
	26	Concrete sidewalk 5-inch:	SF	180	\$ 7.75	\$ 1,395.00	\$ 11.00	\$ 1,980.00		
	27	Concrete ramp detectable warning field Natural Patina:	SF	48	\$ 35.00	\$ 1,680.00	\$ 45.00	\$ 2,160.00		
	28	Lawn Restoration:	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00		
	29	Mobilization:	LS	1	\$ 4,250.00	\$ 4,250.00	\$ 6,512.04	\$ 6,512.04		
<b>SECTION 2 SUBTOTAL</b>						<b>\$ 274,226.25</b>	<b>\$ 312,594.11</b>			

		Item	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
MEADOWLANDS	30	Mill 3/4" Depth (20,000 Est. SY):	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 24,078.81	\$ 24,078.81	
	31	Base Repair (Est. Qty.):	SY	640	\$ 25.00	\$ 16,000.00	\$ 19.10	\$ 12,224.00	
	32	Excavation below subgrade (Est. Qty.):	CY	320	\$ 25.25	\$ 8,080.00	\$ 31.76	\$ 10,163.20	
	33	Granular material for excavation below subgrade (Est. Qty.):	TON	640	\$ 20.50	\$ 13,120.00	\$ 16.39	\$ 10,489.60	
	34	Asphalt patching :	SY	1600	\$ 27.50	\$ 44,000.00	\$ 47.78	\$ 76,448.00	
	35	Adjust catch basin:	EA	37	\$ 768.00	\$ 28,416.00	\$ 860.00	\$ 31,820.00	
	36	Spot concrete curb and gutter removal and replacement:	LF	470	\$ 45.00	\$ 21,150.00	\$ 38.00	\$ 17,860.00	
	37	Ultrathin Overlay, 3/4-inch, 4.5mm	TON	1175	\$ 63.00	\$ 74,025.00	\$ 73.24	\$ 86,057.00	
	38	Mobilization:	LS	1	\$ 3,900.00	\$ 3,900.00	\$ 596.04	\$ 596.04	
<b>SECTION 3 SUBTOTAL</b>						<b>\$ 230,691.00</b>		<b>\$ 269,736.65</b>	
		Item	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
ROLLING MEADOWS	39	Mill 3/4" Depth (1,350 Est. SY):	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 12,805.03	\$ 12,805.03	
	40	Asphaltic pavement removal (Driveways) (Est. Qty.):	SY	1800	\$ 8.25	\$ 14,850.00	\$ 2.00	\$ 3,600.00	
	41	Concrete Pavement Removal (Driveways):	SY	400	\$ 12.00	\$ 4,800.00	\$ 14.28	\$ 5,712.00	
	42	Base Repair (Est. Qty.):	SY	920	\$ 23.25	\$ 21,390.00	\$ 19.10	\$ 17,572.00	
	43	Excavation below subgrade (Est. Qty.):	CY	460	\$ 24.50	\$ 11,270.00	\$ 31.71	\$ 14,586.60	
	44	Granular material for excavation below subgrade (Est. Qty.):	TON	920	\$ 20.50	\$ 18,860.00	\$ 16.41	\$ 15,097.20	
	45	Base Agg. Dense, 1-1/4-inch:	TON	300	\$ 21.50	\$ 6,450.00	\$ 18.36	\$ 5,508.00	
	46	Base Agg. Dense, 3/4-inch, (Shoulders and Driveways)	TON	400	\$ 28.50	\$ 11,400.00	\$ 33.56	\$ 13,424.00	
	47	Pulverize and Relay asphaltic pavement and base course (28,800 Est. SY):	SY	28800	\$ 1.35	\$ 38,880.00	\$ 1.19	\$ 34,272.00	
	48	HMA Pavement, 3-inch Lower Layer, 19.0mm:	TON	4800	\$ 53.50	\$ 256,800.00	\$ 49.93	\$ 239,664.00	
	49	HMA Pavement, 2-inch Upper Layer, 12.5mm:	TON	3200	\$ 56.50	\$ 180,800.00	\$ 50.70	\$ 162,240.00	
	50	HMA Pavement, 3-inch Upper Layer, 12.5mm (Driveways)-[ PER ADDENDUM 2- Acknowledged]	TON	400	\$ 87.50	\$ 35,000.00	\$ 90.41	\$ 36,164.00	
	51	Ultrathin Overlay, 3/4-inch, 4.5mm	TON	70	\$ 73.50	\$ 5,145.00	\$ 74.99	\$ 5,249.30	
	52	Spot concrete curb and gutter removal and replacement:	LF	30	\$ 70.00	\$ 2,100.00	\$ 65.00	\$ 1,950.00	
	53	Manhole adjustment, as specified:	EA	35	\$ 770.00	\$ 26,950.00	\$ 860.00	\$ 30,100.00	
	54	Manhole reconstruct, as specified:	EA	8	\$ 1,140.00	\$ 9,120.00	\$ 1,600.00	\$ 12,800.00	
	55	Adjust catch basin:	EA	3	\$ 815.00	\$ 2,445.00	\$ 720.00	\$ 2,160.00	
56	Mobilization:	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 6,716.04	\$ 6,716.04		
<b>SECTION 4 SUBTOTAL</b>						<b>\$ 661,260.00</b>		<b>\$ 619,620.17</b>	

		Item	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
113TH STREET	57	Asphalt patching, as specified:	SY	400	\$ 29.50	\$ 11,800.00	\$ 47.78	\$ 19,112.00	
	58	Base Repair (Est. Qty.):	CY	165	\$ 27.25	\$ 4,496.25	\$ 19.09	\$ 3,149.85	
	59	Excavation below subgrade (Est. Qty.):	CY	80	\$ 33.00	\$ 2,640.00	\$ 32.98	\$ 2,638.40	
	60	Granular material for excavation below subgrade (Est. Qty.):	TON	160	\$ 22.50	\$ 3,600.00	\$ 16.41	\$ 2,625.60	
	61	Spot concrete curb and gutter removal and replacement:	LF	60	\$ 62.50	\$ 3,750.00	\$ 65.00	\$ 3,900.00	
	62	Adjust catch basin:	EA	4	\$ 790.00	\$ 3,160.00	\$ 1,100.00	\$ 4,400.00	
	63	Micro-surface, type II, furnished and placed as specified (5,100 Est. SY):	SY	5100	\$ 2.38	\$ 12,138.00	\$ 2.38	\$ 12,138.00	
	64	Mobilization:	LSUM	1	\$ 1,800.00	\$ 1,800.00	\$ 3,836.37	\$ 3,836.37	
<b>SECTION 5 SUBTOTAL</b>						<b>\$ 43,384.25</b>		<b>\$ 51,800.22</b>	
		Item	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
OLD GREEN BAY ROAD	65	Asphalt patching, as specified:	SY	2000	\$ 27.50	\$ 55,000.00	\$ 46.44	\$ 92,880.00	
	66	Base Repair (Est. Qty.):	CY	800	\$ 23.25	\$ 18,600.00	\$ 19.09	\$ 15,272.00	
	67	Excavation below subgrade (Est. Qty.):	CY	400	\$ 27.50	\$ 11,000.00	\$ 32.97	\$ 13,188.00	
	68	Granular material for excavation below subgrade (Est. Qty.):	TON	800	\$ 20.50	\$ 16,400.00	\$ 16.41	\$ 13,128.00	
	69	Micro-surface, type II, furnished and placed as specified (25,200 Est. SY):	SY	25,200	\$ 2.38	\$ 59,976.00	\$ 2.43	\$ 61,236.00	
	70	Mobilization:	LSUM	1	\$ 2,700.00	\$ 2,700.00	\$ 2,758.90	\$ 2,758.90	
<b>SECTION 6 SUBTOTAL</b>						<b>\$ 163,676.00</b>		<b>\$ 198,462.90</b>	
		Item	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
SPRINGBROOK ROAD CURB	71	Common Excavation:	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 17,800.00	\$ 17,800.00	
	72	Base Agg. Dense, 1-1/4-inch:	TON	250	\$ 22.50	\$ 5,625.00	\$ 25.00	\$ 6,250.00	
	73	Asphalt patching, as specified:	SY	150	\$ 45.00	\$ 6,750.00	\$ 46.43	\$ 6,964.50	
	74	Asphalt surface safety island, 3-inch Upper Layer, 12.5mm:	TON	30	\$ 145.00	\$ 4,350.00	\$ 102.44	\$ 3,073.20	
	75	Concrete curb & gutter 30-inch vertical face:	LF	450	\$ 23.75	\$ 10,687.50	\$ 32.00	\$ 14,400.00	*
	76	Lawn Restoration:	SY	400	\$ 11.25	\$ 4,500.00	\$ 8.50	\$ 3,400.00	
	77	Mobilization:	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 7,654.90	\$ 7,654.90	
<b>SECTION 7 SUBTOTAL</b>						<b>\$ 40,412.50</b>		<b>\$ 59,542.60</b>	
		Item	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
73-1 COMPOST SITE	78	Prepare foundation for Asphaltic Paving:(12,300 Est. SY)	LS	1	\$ 9,800.00	\$ 9,800.00	\$ 3,662.07	\$ 3,662.07	
	79	Base Agg. Dense, 3/4-inch (Shoulder):	TON	160	\$ 27.25	\$ 4,360.00	\$ 24.00	\$ 3,840.00	**
	80	Base Aggregate Dense 1-1/4 Inch (Base Prep):	TON	100	\$ 22.50	\$ 2,250.00	\$ 22.00	\$ 2,200.00	
	81	HMA Pavement, 3-inch Lower Layer, 19.0mm:	TON	2030	\$ 53.50	\$ 108,605.00	\$ 51.53	\$ 104,605.90	
	82	Concrete 6-inch:	SY	280	\$ 40.75	\$ 11,410.00	\$ 48.00	\$ 13,440.00	
	83	Mobilization:	LS	1	\$ 1,700.00	\$ 1,700.00	\$ 6,328.90	\$ 6,328.90	
<b>SECTION 8 SUBTOTAL</b>						<b>\$ 138,125.00</b>		<b>\$ 134,076.87</b>	

		Item	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
MIDPLEX	84	Remove Asphalt Pavement:	SY	468	\$ 7.50	\$ 3,510.00	\$ 7.00	\$ 3,276.00	
	85	Common Excavation:	LS	1	\$ 9,940.00	\$ 9,940.00	\$ 25,000.00	\$ 25,000.00	
	86	Excavation below subgrade (Est. Qty.):	CY	15	\$ 55.00	\$ 825.00	\$ 102.00	\$ 1,530.00	
	87	Granular material for excavation below subgrade (Est. Qty.):	TON	30	\$ 35.00	\$ 1,050.00	\$ 51.00	\$ 1,530.00	
	88	Concrete Driveway 6-inch:	SY	468	\$ 41.00	\$ 19,188.00	\$ 42.00	\$ 19,656.00	
	89	Inlet Protection:	EA	2	\$ 100.00	\$ 200.00	\$ 79.80	\$ 159.60	
	90	Mobilization:	LS	1	\$ 1,050.00	\$ 1,050.00	\$ 7,068.86	\$ 7,068.86	**
	91	Lawn Restoration:	LS	1	\$ 750.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00	
	92	Communication Duct, 2" Schedule 80 PVC	LF	300	\$ 15.00	\$ 4,500.00	\$ 10.00	\$ 3,000.00	
<b>SECTION 9 SUBTOTAL</b>						<b>\$ 41,013.00</b>		<b>\$ 63,220.46</b>	<b>**</b>
		Item	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
ICEPLEX	93	Spot concrete curb and gutter removal and replacement:	LF	45	\$ 40.00	\$ 1,800.00	\$ 60.00	\$ 2,700.00	
	94	Removing Concrete Sidewalk:	SY	480	\$ 11.25	\$ 5,400.00	\$ 15.00	\$ 7,200.00	
	95	Concrete Sidewalk 5-inch:	SF	4300	\$ 4.50	\$ 19,350.00	\$ 4.50	\$ 19,350.00	
	96	Concrete Ramp Detectable Warning Fld. Natural Patina:	SF	20	\$ 35.00	\$ 700.00	\$ 45.00	\$ 900.00	
	97	Lawn Restoration:	LS	1	\$ 950.00	\$ 950.00	\$ 2,000.00	\$ 2,000.00	
	98	Mobilization:	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,700.86	\$ 5,700.86	**
<b>SECTION 10 SUBTOTAL</b>						<b>\$ 30,200.00</b>		<b>\$ 37,850.86</b>	<b>**</b>
		Item	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
VILLAGE GREEN PARK	99	Prepare foundation for Asphaltic Paving:	LS	1	\$ 3,600.00	\$ 3,600.00	\$ 3,608.23	\$ 3,608.23	
	100	HMA Pavement, 1-3/4-inch Lower Layer, 12.5mm:	TON	208	\$ 71.50	\$ 14,872.00	\$ 68.26	\$ 14,198.08	
	101	HMA Pavement, 1-1/2-inch Upper Layer, 9.5mm:	TON	178	\$ 74.50	\$ 13,261.00	\$ 74.85	\$ 13,323.30	
	102	Surface treatment and striping, tennis courts (1.500 Est. SY):	LS	1	\$ 10,650.00	\$ 10,650.00	\$ 11,475.00	\$ 11,475.00	
	103	Basketball court striping, white paint:	LS	1	\$ 975.00	\$ 975.00	\$ 750.00	\$ 750.00	
	104	Mobilization:	LS	1	\$ 900.00	\$ 900.00	\$ 2,195.13	\$ 2,195.13	
<b>SECTION 11 SUBTOTAL</b>						<b>\$ 44,258.00</b>		<b>\$ 45,549.74</b>	
		Item	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
PLEASANT PRAIRIE PARK	105	Prepare foundation for Asphaltic Paving:	LSUM	1	\$ 3,600.00	\$ 3,600.00	\$ 3,608.23	\$ 3,608.23	
	106	HMA Pavement, 1-3/4-inch Lower Layer, 12.5mm:	TON	208	\$ 71.50	\$ 14,872.00	\$ 68.26	\$ 14,198.08	
	107	HMA Pavement, 1-1/2-inch Upper Layer, 9.5mm:	TON	178	\$ 74.50	\$ 13,261.00	\$ 74.84	\$ 13,321.52	
	108	Surface treatment and striping, tennis courts (1.500 Est. SY):	LS	1	\$ 10,650.00	\$ 10,650.00	\$ 11,475.00	\$ 11,475.00	
	109	Basketball court striping, white paint:	LS	1	\$ 975.00	\$ 975.00	\$ 750.00	\$ 750.00	
	110	Mobilization:	LS	1	\$ 900.00	\$ 900.00	\$ 2,195.13	\$ 2,195.13	
<b>SECTION 12 SUBTOTAL</b>						<b>\$ 44,258.00</b>		<b>\$ 45,547.96</b>	

		Item	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item
COOPER ROAD EXTENSION UTILITIES	111	Clearing and Grubbing	LS	1	\$ 3,200.00	\$ 3,200.00	\$ 4,531.20	\$ 4,531.20	
	112	8" Sanitary Sewer	LF	624	\$ 151.00	\$ 94,224.00	\$ 85.60	\$ 53,414.40	
	113	Sanitary Sewer Manhole (2 Units)	VF	28	\$ 375.00	\$ 10,500.00	\$ 512.50	\$ 14,350.00	**
	114	4" Sanitary Sewer Lateral (2 Units)	LF	80	\$ 145.00	\$ 11,600.00	\$ 71.80	\$ 5,744.00	
	115	12" Water main	LF	613	\$ 96.00	\$ 58,848.00	\$ 79.20	\$ 48,549.60	
	116	12" Butterfly Valve and Box	EACH	4	\$ 1,933.00	\$ 7,732.00	\$ 3,093.00	\$ 12,372.00	
	117	Hydrant	EACH	1	\$ 4,800.00	\$ 4,800.00	\$ 5,932.00	\$ 5,932.00	
	118	Hydrant Relocation	EACH	2	\$ 1,820.00	\$ 3,640.00	\$ 4,711.00	\$ 9,422.00	
	119	6" Hydrant Lead	LF	42	\$ 145.00	\$ 6,090.00	\$ 71.40	\$ 2,998.80	
	120	6" Auxiliary Hydrant Valve & Box	EACH	1	\$ 1,274.00	\$ 1,274.00	\$ 1,862.00	\$ 1,862.00	
	121	1-1/2" PE Water Service	LF	104	\$ 58.75	\$ 6,110.00	\$ 36.10	\$ 3,754.40	
	122	1-1/2" Water Service Fittings	EACH	2	\$ 455.00	\$ 910.00	\$ 1,355.00	\$ 2,710.00	
	123	HDPE Pipe 12"	LF	216	\$ 43.10	\$ 9,309.60	\$ 75.70	\$ 16,351.20	
	124	Reinforced Concrete Pipe, Class IV 15"	LF	540	\$ 67.30	\$ 36,342.00	\$ 54.10	\$ 29,214.00	
	125	4" Sump Pump Laterals (2 Units)	LF	56	\$ 49.50	\$ 2,772.00	\$ 47.20	\$ 2,643.20	
	126	Manholes, 48" Diameter (3 Units)	VF	21	\$ 447.00	\$ 9,387.00	\$ 440.50	\$ 9,250.50	
	127	Reinforced Concrete Apron Endwalls, 15" with Grate	EACH	1	\$ 1,825.00	\$ 1,825.00	\$ 1,518.00	\$ 1,518.00	
	128	Catch Basins, 2'x3'	EACH	3	\$ 2,100.00	\$ 6,300.00	\$ 2,351.00	\$ 7,053.00	
	129	Catch Basins, 2' Diameter	EACH	2	\$ 1,538.00	\$ 3,076.00	\$ 1,016.00	\$ 2,032.00	**
	130	Medium Riprap with Geotextile Fabric	CY	9	\$ 86.50	\$ 778.50	\$ 126.00	\$ 1,134.00	
131	Silt Fence	LF	1360	\$ 3.00	\$ 4,080.00	\$ 1.90	\$ 2,584.00		
132	Inlet Protection	EACH	10	\$ 28.00	\$ 280.00	\$ 79.80	\$ 798.00		
133	Mobilization:	LS	1	\$ 2,950.00	\$ 2,950.00	\$ 4,390.26	\$ 4,390.26		
<b>SECTION 13 SUBTOTAL</b>						<b>\$ 286,028.10</b>		<b>\$ 242,608.56</b>	<b>**</b>

Item		Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Corrected Item	
COOPER ROAD PAVING	134	Common Excavation	LS	1	\$ 129,800.00	\$ 129,800.00	\$ 98,400.00	\$ 98,400.00	
	135	Removing Concrete Pavement	SY	142	\$ 11.20	\$ 1,590.40	\$ 20.00	\$ 2,840.00	
	136	Removing Curb and Gutter	LF	110	\$ 5.00	\$ 550.00	\$ 7.00	\$ 770.00	
	137	Excavation Below Subgrade	CY	400	\$ 18.00	\$ 7,200.00	\$ 24.48	\$ 9,792.00	
	138	Granular Backfill for Excavation Below Subgrade	TON	800	\$ 17.50	\$ 14,000.00	\$ 15.30	\$ 12,240.00	
	139	Base Aggregate Dense 1-1/4"	TON	3030	\$ 17.25	\$ 52,267.50	\$ 15.81	\$ 47,904.30	*
	140	Concrete Pavement, 7"	SY	1730	\$ 32.25	\$ 55,792.50	\$ 30.00	\$ 51,900.00	*
	141	Asphaltic Concrete Pavement Type, E-0.3, Upper Layer	TON	425	\$ 54.50	\$ 23,162.50	\$ 53.31	\$ 22,656.75	*
	142	Asphaltic Concrete Pavement Type, E-0.3, Lower Layer	TON	522	\$ 52.50	\$ 27,405.00	\$ 51.76	\$ 27,018.72	
	143	30" Vertical Face Curb & Gutter Adjacent to Asphalt Pavement	LF	1350	\$ 14.50	\$ 19,575.00	\$ 18.00	\$ 24,300.00	
	144	30" Vertical Face Curb & Gutter Adjacent to Concrete Pavement	LF	175	\$ 16.50	\$ 2,887.50	\$ 20.00	\$ 3,500.00	
	145	30" Mountable Curb & Gutter Adjacent to Concrete Pavement	LF	517	\$ 17.75	\$ 9,176.75	\$ 20.00	\$ 10,340.00	
	146	Concrete Sidewalk, 5"	SF	7360	\$ 3.75	\$ 27,600.00	\$ 4.60	\$ 33,856.00	
	147	Curb Ramp Detectible Warning Field Natural Patina	SF	184	\$ 35.00	\$ 6,440.00	\$ 45.00	\$ 8,280.00	
	148	Adjusting Manhole Covers	EACH	1	\$ 325.00	\$ 325.00	\$ 472.00	\$ 472.00	
	149	Pipe Underdrain/Drain tile, Wrapped, 6"	LF	500	\$ 18.00	\$ 9,000.00	\$ 36.60	\$ 18,300.00	
150	End or Roadway Marker	EACH	8	\$ 110.00	\$ 880.00	\$ 252.50	\$ 2,020.00		
151	Signs Assembly	EACH	4	\$ 95.00	\$ 380.00	\$ 606.00	\$ 2,424.00		
152	Lawn Restoration	LS	1	\$ 26,580.00	\$ 26,580.00	\$ 9,000.00	\$ 9,000.00		
153	Mobilization:	LS	1	\$ 12,100.00	\$ 12,100.00	\$ 25,000.00	\$ 25,000.00		
<b>SECTION 14 SUBTOTAL</b>					<b>\$ 426,712.15</b>		<b>\$ 411,013.77</b>	<b>*</b>	
<b>PROJECT CONSTRUCTION BID TOTALS (SECTIONS 1-14):</b>				<b>*Corrected Totals</b>	<b>\$ 2,532,065.50</b>	<b>**Corrected Totals</b>	<b>\$ 2,607,265.95</b>		
				As Read	\$ 2,488,722.50	As Read	\$ 2,609,397.95		

\* NUMERICAL ERROR IN THE UNIT PRICE OR TOTAL BY STARK

\*\* NUMERICAL ERROR IN THE UNIT PRICE OR TOTAL BY PAYNE & DOLAN

**110. WORK SCHEDULE - PROJECT COMPLETION**

- A. The Contractor shall complete all work on this project, including replacement and restoration work, by the date specified or within the time allowed in the Agreement, in accordance with the schedule shown below. All work, except for surface replacement and site restoration which are to be completed as discussed in Subsection D below, shall be substantially completed within a section of the project before beginning work on a new section, unless otherwise authorized by the Owner. The Contractor will be allowed to begin work on a new section if a second crew continues to work on the previous section. It is the Owner’s intent to complete all work, including restoration, within a section of the project in a continuous manner, as quickly as possible, to minimize disruption and inconvenience to the public.
- B. Work Sections.
- All work shall be completed within a work section before proceeding to the next section (see Subsection A. above). Specific work sections and required start work and completion dates are described below:

Section	Name	Treatment Type	Start Date	End Date	Comments
1	Hidden Oaks	Ultrathin Overlay	7-5-16	9-2-16	
2	Terwall Terrace	Ultrathin Overlay	7-5-16	9-2-16	No weekend work allowed. Milling and paving shall be done in a 72 hour period between 8-22 and 9-2 only due to RecPlex shutdown.
3	Meadowlands	Ultrathin Overlay	7-5-16	9-2-16	
4	Rolling Meadows	Pulverize & Relay	4-4-16	9-2-16	
5	113 <sup>th</sup> Street	Micro-surface	7-5-16	9-2-16	
6	Old Green Bay Road	Micro-surface	7-5-16	9-2-16	

Section	Name	Treatment Type	Start Date	End Date	Comments
7	Springbrook Road Curb	Curb & Gutter	4-4-16	9-2-16	
8	73-1 Compost Site	Asphalt Roadway	4-4-16	5-27-16	
9	MidPlex	Concrete Driveway	4-4-16	6-24-16	No weekend work allowed. This section shall be completed prior to section 2.
10	IcePlex	Concrete Sidewalk	4-4-16	6-24-16	No weekend work allowed. This section shall be completed prior to section 2.
11	Village Green Park	Tennis & Basketball Courts	6-1-16	9-2-16	30 day cure time of asphalt pavement required prior to placement of acrylic surface treatment.
12	Pleasant Prairie Park	Tennis & Basketball Courts	6-1-16	9-2-16	30 day cure time of asphalt pavement required prior to placement of acrylic surface treatment.
13	Cooper Road Utilities	New Public utility installation	7-5-16	9-2-16	Right of way acquisition may not be completed until 4-29-16
14	Cooper Road Paving	New Roadway and Parking Lot	7-5-16	9-2-16	Right of way acquisition may not be completed until 4-29-16
15	Fire Station #1 Concrete Maintenance	Concrete	7-5-16	9-2-16	All work shall be scheduled with Pleasant Prairie Fire Dept.

- a. Contractor shall adjust his work schedule as necessary to accommodate work to be completed by the Owner or others as identified in Subsection 110.G of these Special Provisions.
- b. Work shall be completed within the timelines shown above unless otherwise directed or approved by the Owner.

C. Substantial Completion.

1. Definition.

- a. Substantial completion is defined as “such time as all work, other than lawn restoration, has been completed.” Note that lawns may be restored prior to completing paving operations.

# 2016 VILLAGE OF PLEASANT PRAIRIE PAVING PROGRAM

 - PULVERIZE AND RELAY

 - MICROSURFACE

 - ULTRA THIN OVERLAY

 - NEW CONSTRUCTION



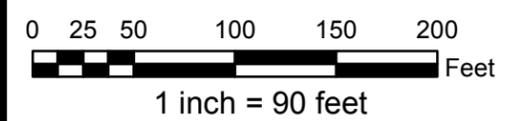
 - 3/4" ULTRA THIN OVERLAY - 7,000 Est. SY

AVERAGE STREET WIDTH 32'



Photography by AeroMetric Inc.

PREPARED BY: VOPP  
DATE: 12/28/15



VILLAGE OF PLEASANT PRAIRIE  
PUBLIC WORKS DEPARTMENT  
8600 GREEN BAY ROAD  
PLEASANT PRAIRIE, WI 53158

PROJECT ID:  
2016 PAVING PROJECT  
HIDDEN OAKS  
UTO  
SECTION 1

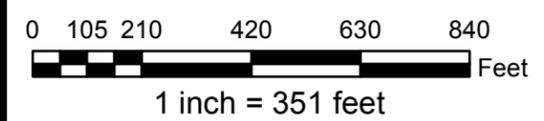
 - 3/4" ULTRA THIN OVERLAY - 19,900 Est. SY

AVERAGE STREET WIDTH 40'



Photography by AeroMetric Inc.

PREPARED BY: VOPP  
DATE: 12/1/15



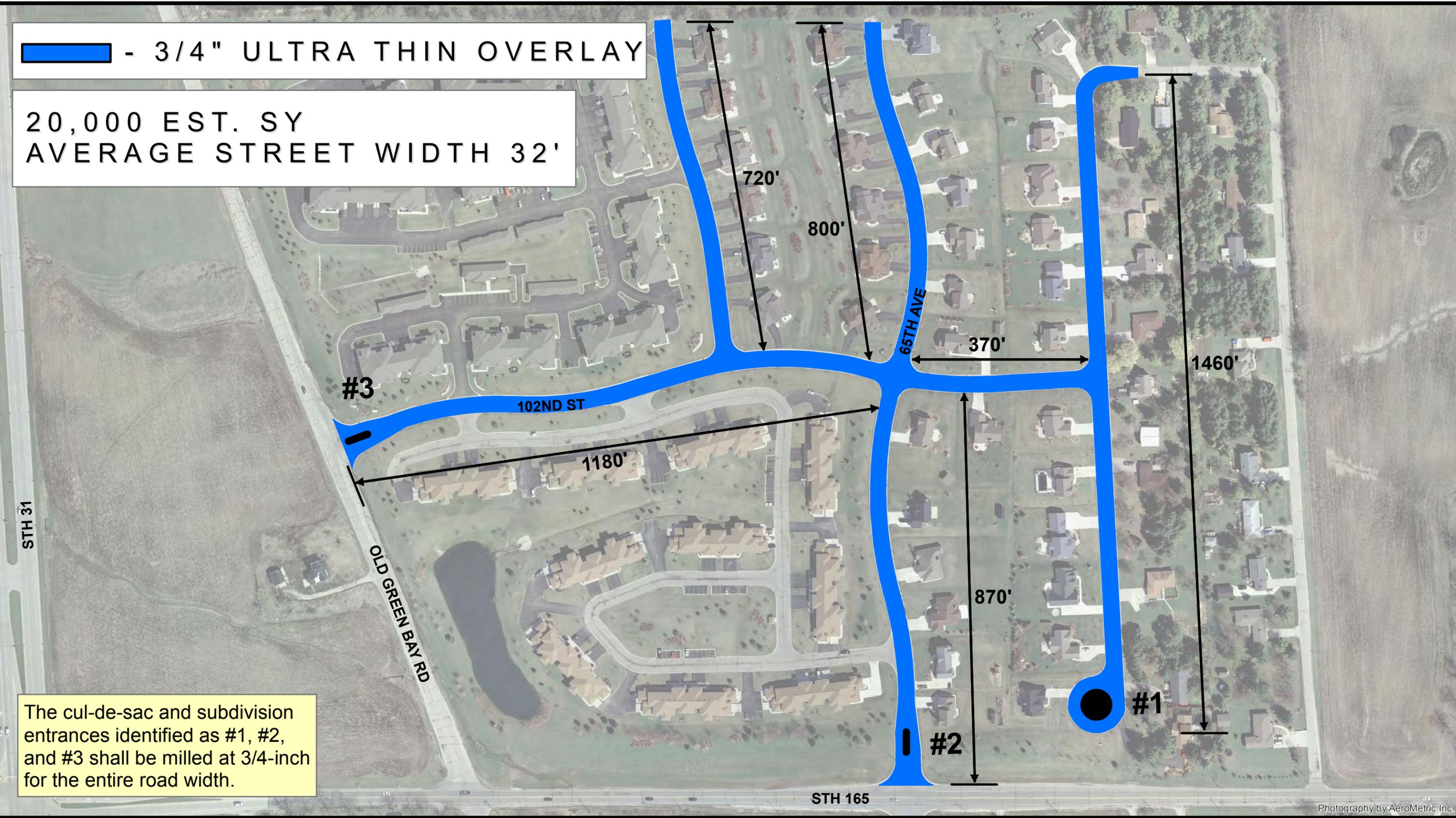
VILLAGE OF PLEASANT PRAIRIE  
PUBLIC WORKS DEPARTMENT  
8600 GREEN BAY ROAD  
PLEASANT PRAIRIE, WI 53158

PROJECT ID:  
2016 PAVING PROJECT  
TERWALL TERRACE  
UTO  
SECTION 2

 - 3/4" ULTRA THIN OVERLAY

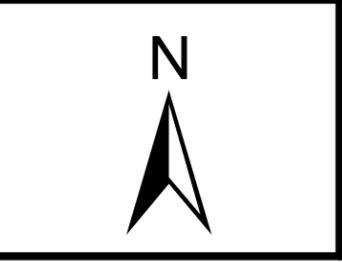
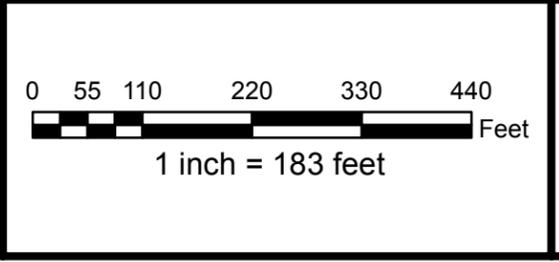
20,000 EST. SY  
AVERAGE STREET WIDTH 32'

The cul-de-sac and subdivision entrances identified as #1, #2, and #3 shall be milled at 3/4-inch for the entire road width.



Photography by AeroMetric Inc.

PREPARED BY: VOPP  
DATE: 12/1/15



VILLAGE OF PLEASANT PRAIRIE  
PUBLIC WORKS DEPARTMENT  
8600 GREEN BAY ROAD  
PLEASANT PRAIRIE, WI 53158

PROJECT ID:  
2016 PAVING PROJECT  
MEADOWLANDS  
UTO  
SECTION 3



- ULTRATHIN OVERLAY - 1,350 Est. SY

AVERAGE STREET WIDTH 32'

The cul-de-sac identified as #1 shall be milled at 3/4-inch for the entire road width.

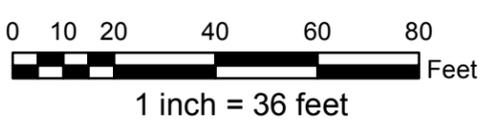


Photography by AeroMetric Inc.

PROJECT ID:  
2016 PAVING PROJECT  
ROLLING MEADOWS  
ULTRATHIN OVERLAY  
SECTION 4

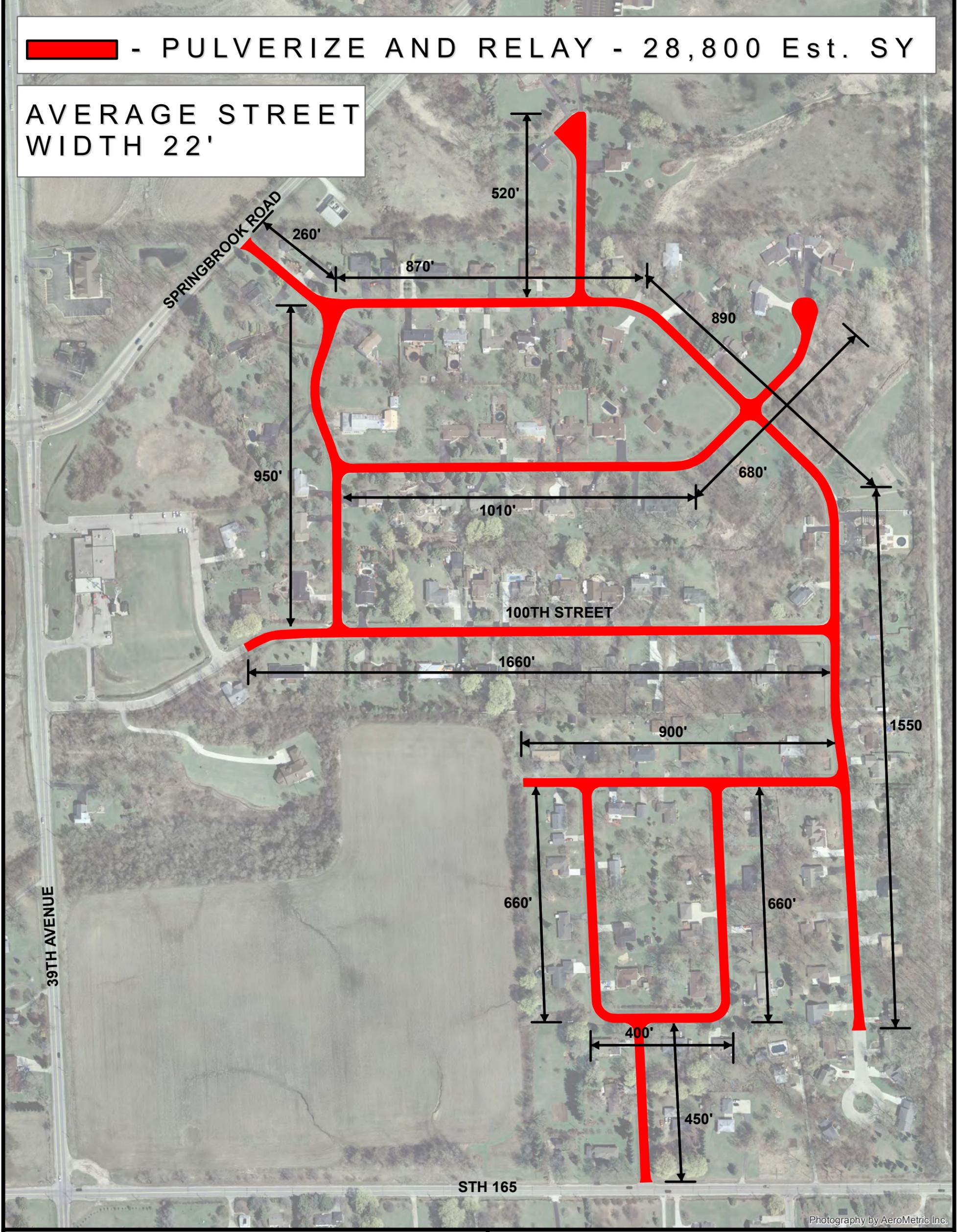
VILLAGE OF PLEASANT PRAIRIE  
PUBLIC WORKS DEPARTMENT  
8600 GREEN BAY ROAD  
PLEASANT PRAIRIE, WI 53158

PREPARED BY: VOPP  
DATE: 1/20/16



 - PULVERIZE AND RELAY - 28,800 Est. SY

AVERAGE STREET  
WIDTH 22'

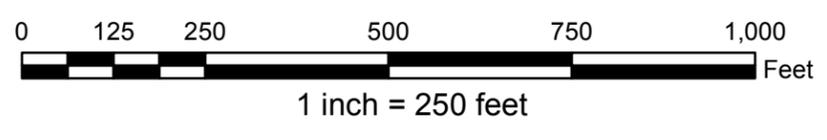


Photography by AeroMetric Inc.

PROJECT ID:  
2016 PAVING PROJECT  
ROLLING MEADOWS  
PULVERIZE AND RELAY  
SECTION 4

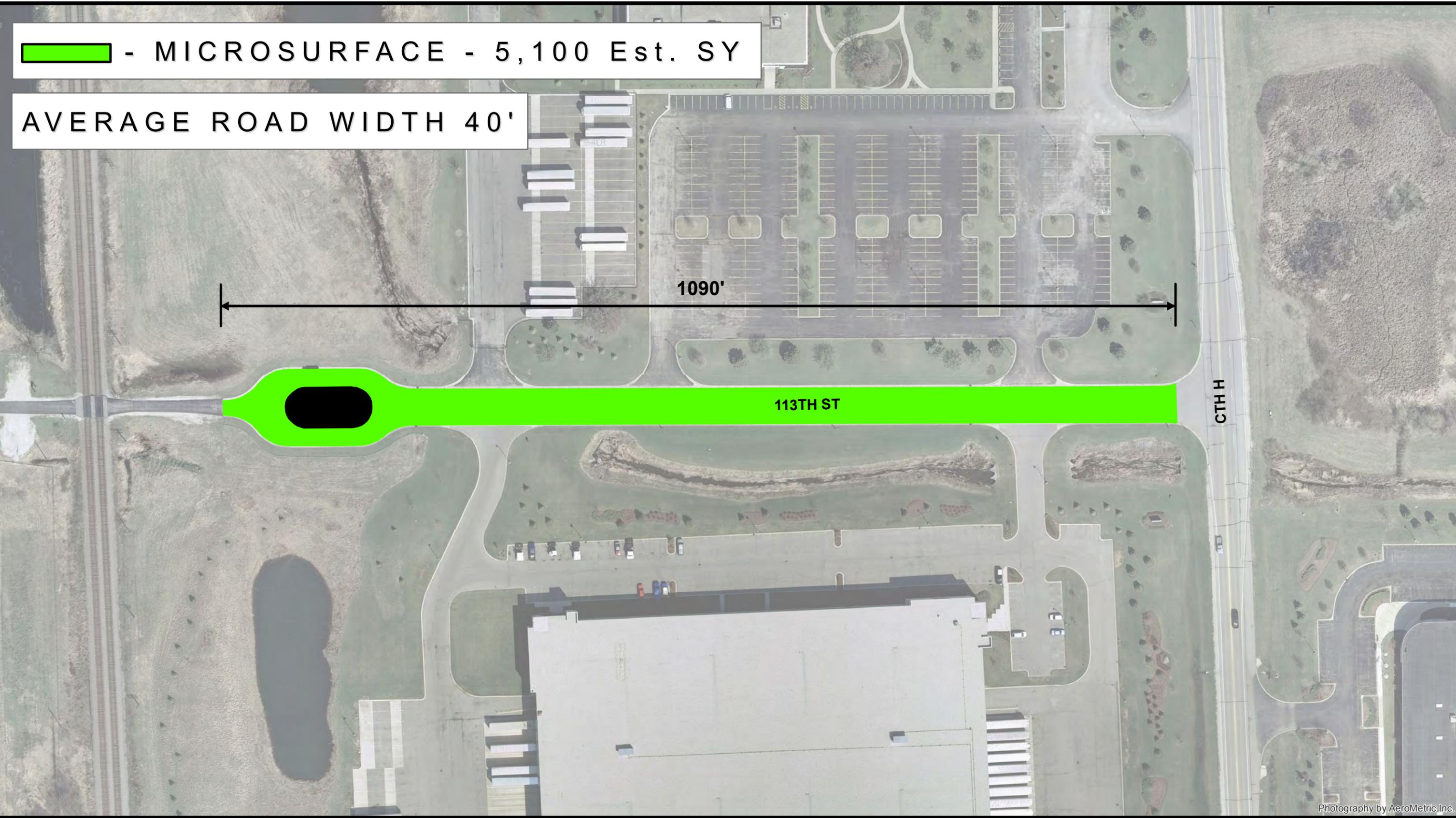
VILLAGE OF PLEASANT PRAIRIE  
PUBLIC WORKS DEPARTMENT  
8600 GREEN BAY ROAD  
PLEASANT PRAIRIE, WI 53158

PREPARED BY: VOPP  
DATE: 12/28/15



 - MICROSURFACE - 5,100 Est. SY

AVERAGE ROAD WIDTH 40'



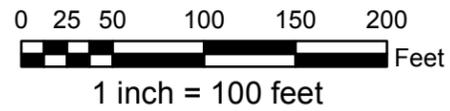
1090'

113TH ST

CTH H

Photography by AeroMetric Inc.

PREPARED BY: VOPP  
DATE: 1/20/16



VILLAGE OF PLEASANT PRAIRIE  
PUBLIC WORKS DEPARTMENT  
8600 GREEN BAY ROAD  
PLEASANT PRAIRIE, WI 53158

PROJECT ID:  
2016 PAVING PROJECT  
113TH STREET  
MICROSURFACE  
SECTION 5

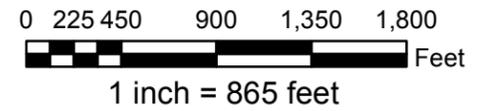
 - MICROSURFACE

25,200 Est. SY  
AVERAGE ROAD WIDTH 28'



Photography by AeroMetric Inc.

PREPARED BY: VOPP  
DATE: 1/20/16

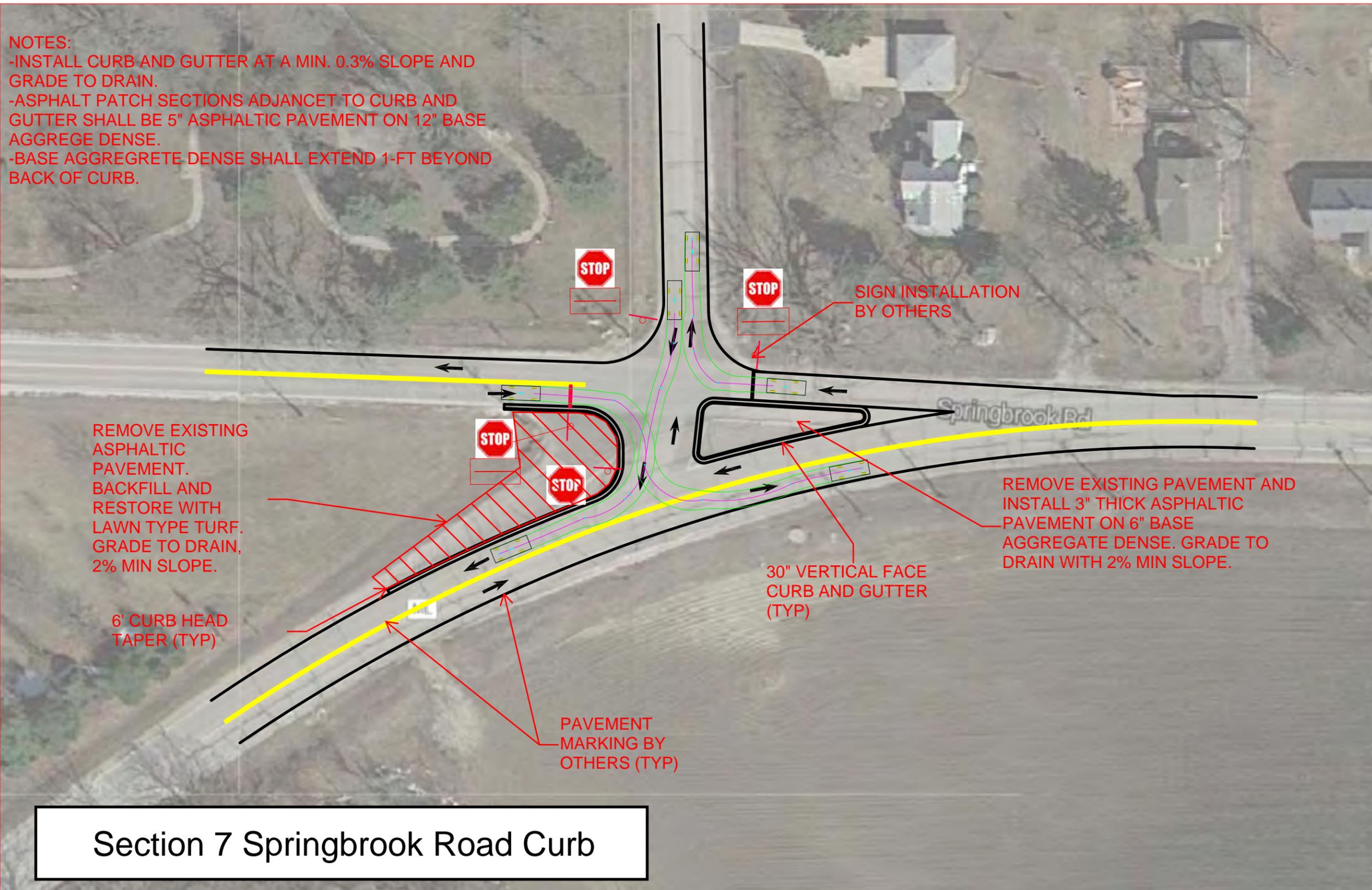


VILLAGE OF PLEASANT PRAIRIE  
PUBLIC WORKS DEPARTMENT  
8600 GREEN BAY ROAD  
PLEASANT PRAIRIE, WI 53158

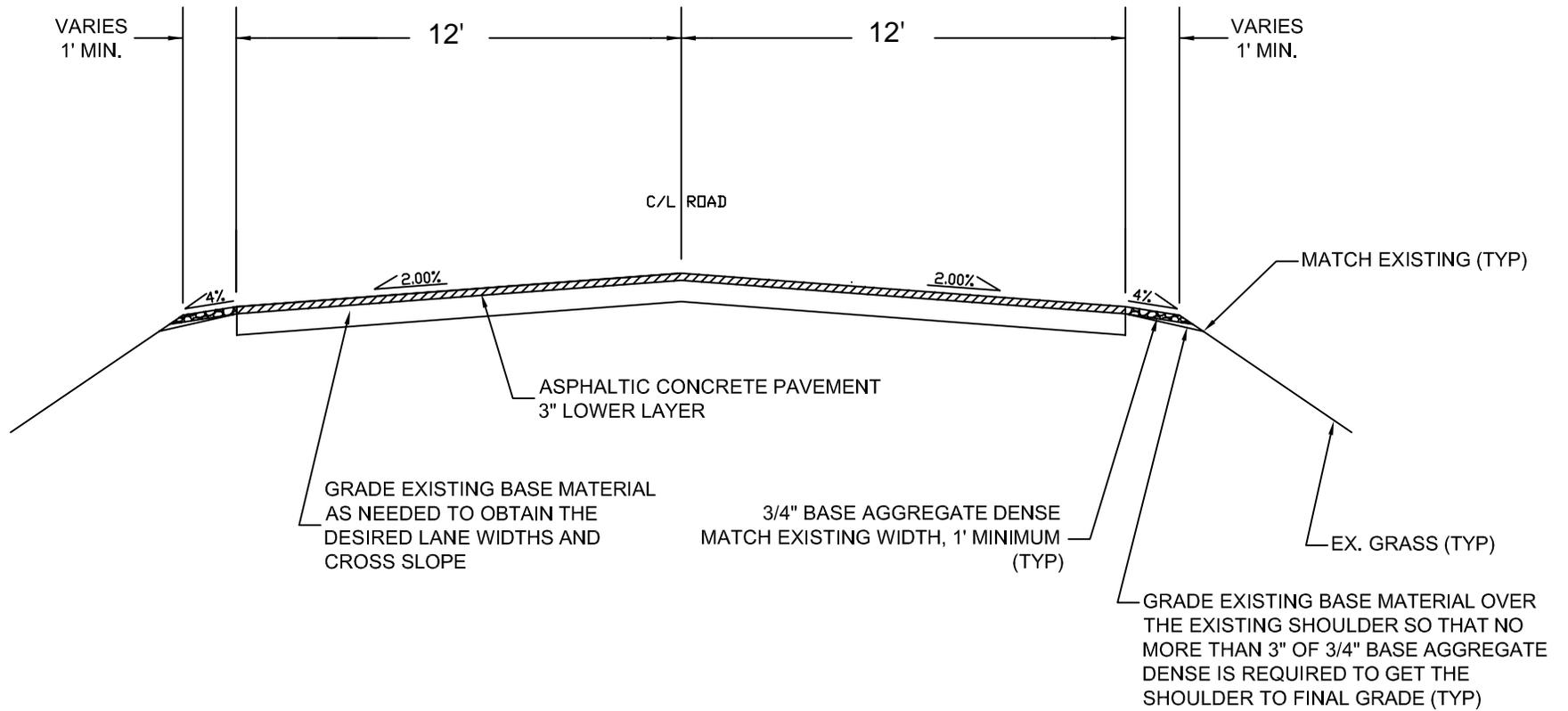
PROJECT ID:  
2016 PAVING PROJECT  
OLD GREEN BAY ROAD  
MICROSURFACE  
SECTION 6

**NOTES:**

- INSTALL CURB AND GUTTER AT A MIN. 0.3% SLOPE AND GRADE TO DRAIN.
- ASPHALT PATCH SECTIONS ADJANCET TO CURB AND GUTTER SHALL BE 5" ASPHALTIC PAVEMENT ON 12" BASE AGGREGE DENSE.
- BASE AGGREGRETE DENSE SHALL EXTEND 1-FT BEYOND BACK OF CURB.



**Section 7 Springbrook Road Curb**



SCALE: NTS

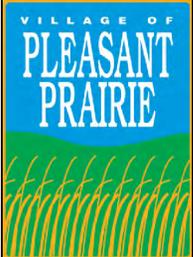
**COMPOST SITE DRIVEWAY TYPICAL SECTION**

DETAIL: PP - 5

CREATED: 01-26-16

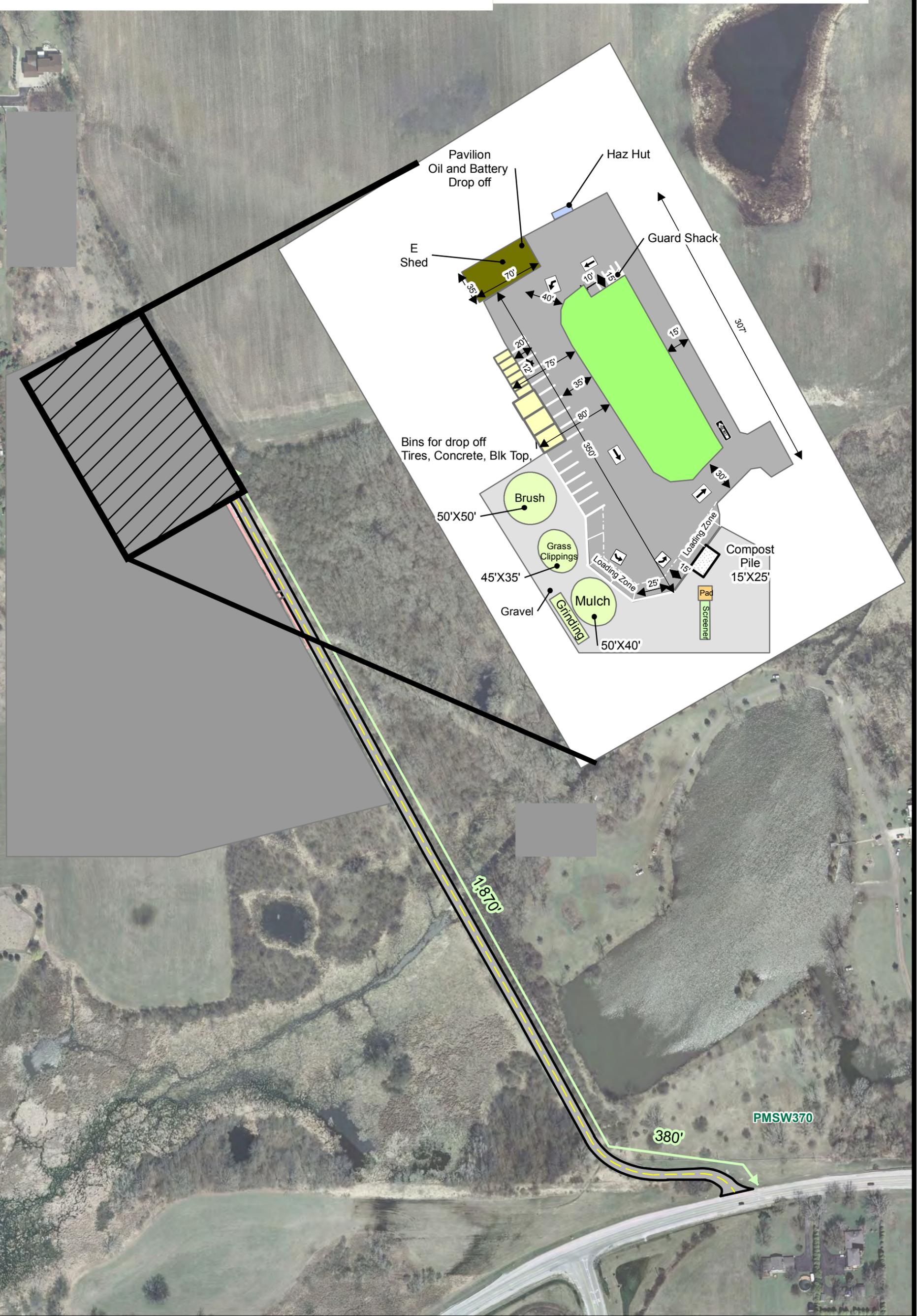
REVISED: 01-27-16

APPROVED BY: JESSE HOULE



# SECTION 8 - 73-1 COMPOST SITE

- Access Road Detail (Site details shown on additional sheets)



Village of Pleasant Prairie  
Department of Public Works



1 inch = 218 feet



Sheet No.  
**01**

73-1 Compost Site Layout

Drawn By: John Steinbrink

Checked by:

Date: 01/14/16

# SECTION 8 - 73-1 COMPOST SITE



# DETAIL 8C: 73-1 Lift Station Driveway



Section 8 73-1 Lift Station driveway at compost site:  
1. Preparation foundation for asphaltic paving  
2. 1-1/4" aggregate base as necessary.  
3. HMA Pavement, 3-inch Lower Layer, E0.3 - 19.0mm



1 inch = 50 feet



# MID PLEX DRIVEWAY



	WATER
	SANITARY
	STORM
	FORCE MAIN

## SECTION 9 - MIDPLEX

**ICEPLEX**

470 SY of proposed 6" Concrete

Concrete pad for Gas Meter

**RECPLEX**

300 LF of 2" conduit side by side, schedule 80 PVC. Minimum depth of 2' below finished grade.

- GENERAL NOTES:**
1. REMOVE 470 SY OF ASPHALT PAVEMENT INCLUDING BASE AGGREGATE TO A DEPTH OF 12-INCHES.
  2. A PROOFROLL OF THE SUBGRADE WILL BE REQUIRED PRIOR TO PLACEMENT OF 1-1/4-INCH AGGREGATE BASE.
  3. PLACE 470 SY OF 6-INCH CONCRETE.
  4. CONTRACTOR WILL BE REQUIRED TO SUBMIT A JOINTING PLAN.

Photography by AeroMetric Inc.

The Village of Pleasant Prairie makes no representations concerning the accuracy or validity presented on this map. Information is for general informational purpose only and is not to be used for system design purposes by others.



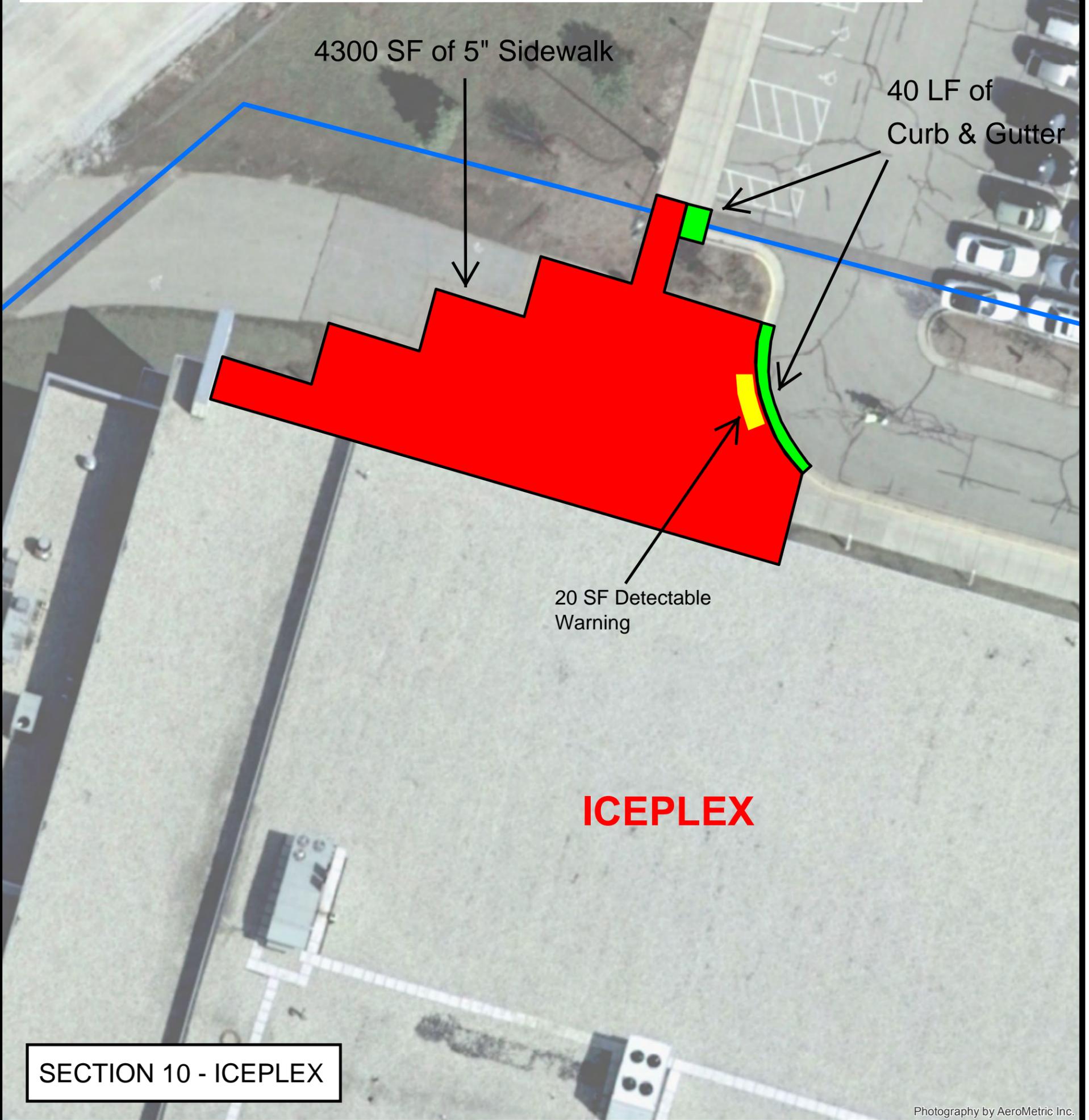
# ICE PLEX SIDEWALK AND CURB



	WATER
	SANITARY
	STORM
	FORCE MAIN

## GENERAL NOTES:

1. REMOVE 4300 SF OF EXISTING CONCRETE SIDEWALK 4-INCH INCLUDING 1-INCH OF BASE AGGREGATE (PAID AS REMOVING CONCRETE SIDEWALK).
2. PLACE 4300 SF OF CONCRETE SIDEWALK 5-INCH.
3. REMOVE AND REPLACE CURB AND GUTTER AS SHOWN BELOW.
4. PLACE NEW ADA DETECTABLE WARNING FIELD AS SHOWN BELOW.
5. CONTRACTOR WILL BE REQUIRED TO SUBMIT A JOINTING PLAN.
6. WORK TO BE PERFORMED IN PHASES TO MAINTAIN ACCESS TO ICEPLEX AT ALL TIMES.



Photography by AeroMetric Inc.

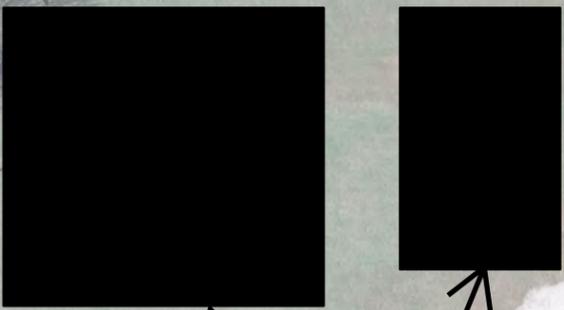
The Village of Pleasant Prairie makes no representations concerning the accuracy or validity presented on this map. Information is for general informational purpose only and is not to be used for system design purposes by others.



General Notes:  
Excavation, base aggregate, fencing,  
tennis equipment, and basketball  
equipment to be installed by others.

Two new tennis courts and  
one new basketball court. Please  
refer to details for exact court sizes  
and striping plan.

104th Avenue



Two new tennis courts and one new basketball court.  
See detail sheets for exact court sizes and striping plan.  
Surface treatment of tennis court may not be installed within  
30-days of placing pavement.

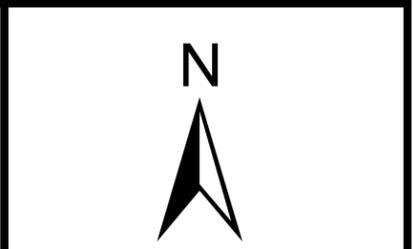
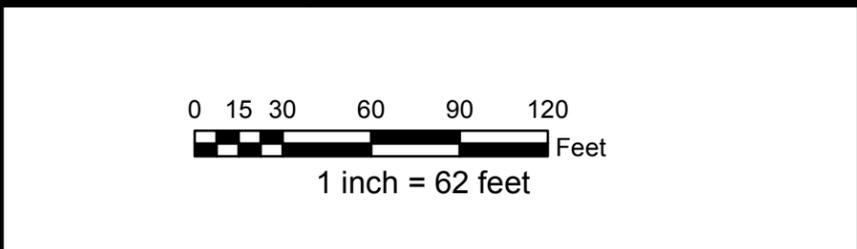
# Pleasant Prairie Park

Photography by AeroMetric Inc.

PROJECT ID:  
2016 PAVING PROJECT  
PLEASANT PRAIRIE PARK  
TENNIS & BASKETBALL COURTS  
SECTION 12

VILLAGE OF PLEASANT PRAIRIE  
PUBLIC WORKS DEPARTMENT  
8600 GREEN BAY ROAD  
PLEASANT PRAIRIE, WI 53158

PREPARED BY: VOPP  
DATE: 2/1/16



# VILLAGE OF PLEASANT PRAIRIE

## COOPER ROAD EXTENSION

### PLEASANT PRAIRIE

#### KENOSHA COUNTY, WISCONSIN



DESIGN FIRM REGISTRATION  
No. 184-000450  
5017 GREEN BAY ROAD  
SUITE 126  
KENOSHA, WI 53144  
PHONE : 262.657.1550  
FAX : 262.657.1594

PROJECT TITLE  
VILLAGE OF PLEASANT PRAIRIE  
COOPER ROAD EXTENSION  
KENOSHA COUNTY, WISCONSIN

DESIGNED BY: K.K.R.  
DRAWN BY: O.L.S.  
CHECKED BY:  
DATE CHECKED:

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

1-19-16 98% PER VILLAGE COMMENTS  
2/2/2016 FOR BID

DATE REVISION

DRAWING TITLE  
COVER SHEET

PROJECT No.  
P0200074

DRAWING No.

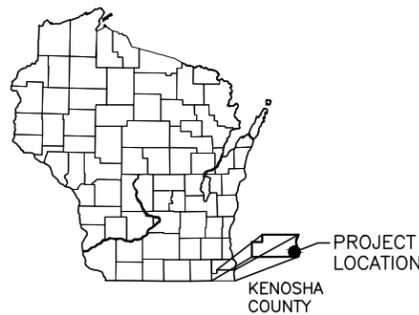
1

DWG 1 OF 34 DWGS

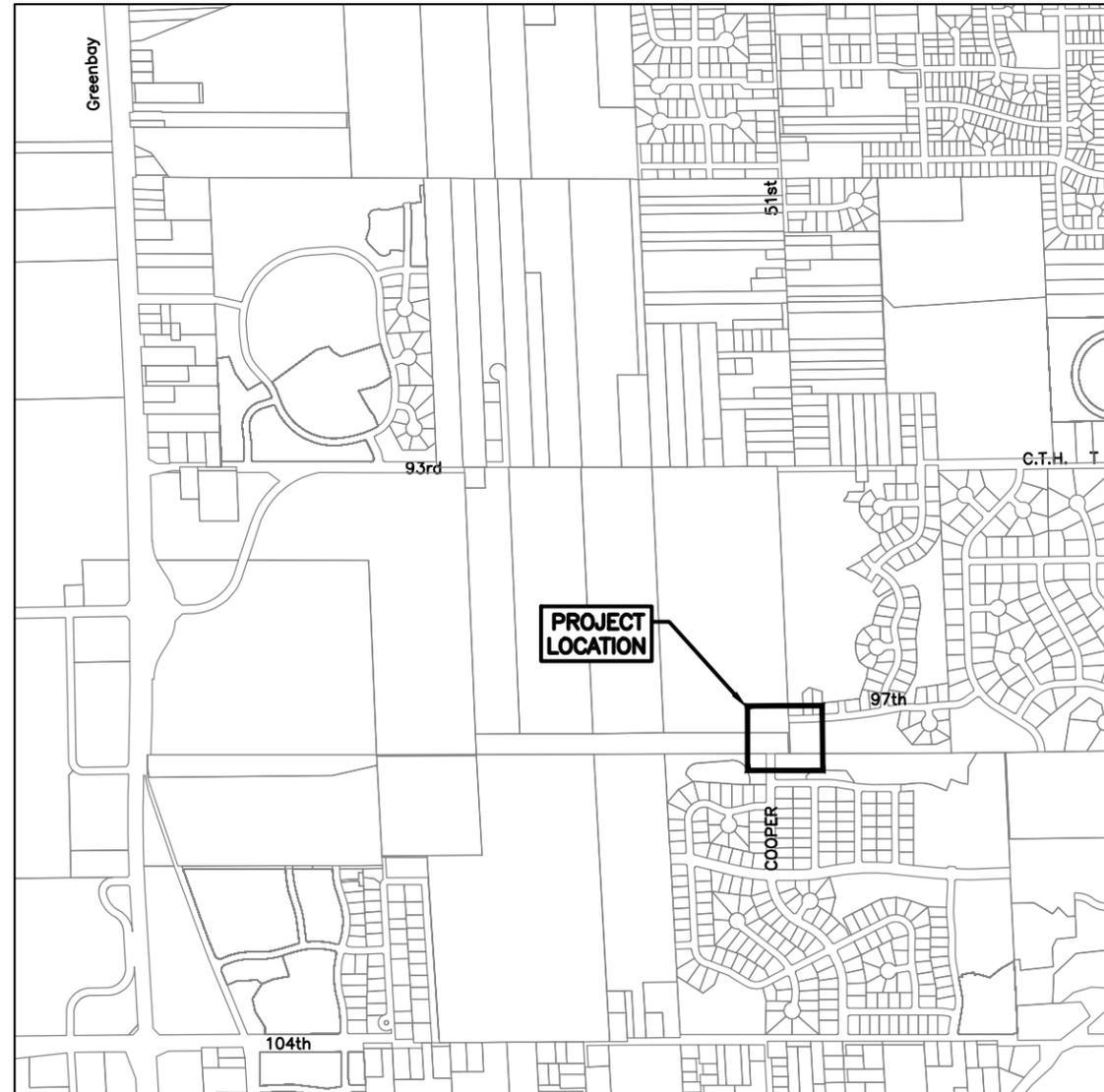
### DRAWING INDEX

DRAWING NUMBER	DRAWING TITLES
1	COVER SHEET
2	GENERAL INFORMATION
3-4	TYPICAL SECTIONS
5	LAYOUT INFORMATION
6-8	ROADWAY PLAN AND PROFILES
9-12	UTILITY PLAN AND PROFILES
13	PARKING LOT
14-15	EROSION CONTROL PLANS
16-26	CROSS SECTIONS COOPER ROAD
27-34	CROSS SECTIONS 97TH STREET

COORDINATES IN THIS PLAN SET ARE REFERENCED TO THE WSPCS, SOUTH ZONE, NAD27, AND ELEVATIONS ARE NGVD 1929



GENERAL LOCATION MAP



PROJECT LOCATION MAP



Know what's below.  
Call before you dig.

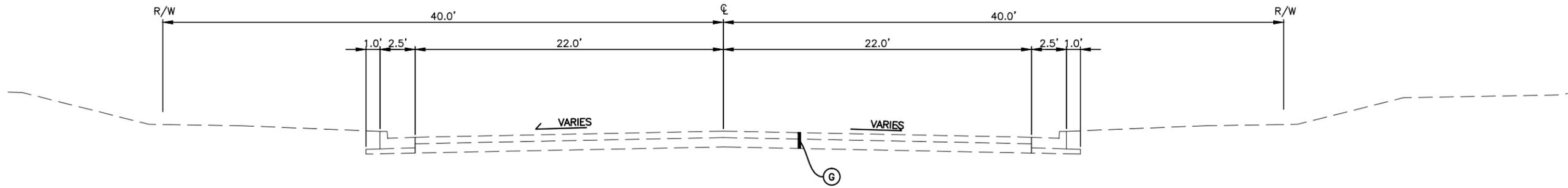
**DIGGERS HOTLINE**

Toll Free (800) 242-8511  
Milwaukee Area (414) 259-1181  
Hearing Impaired TDD (800) 542-2289  
www.DiggersHotline.com

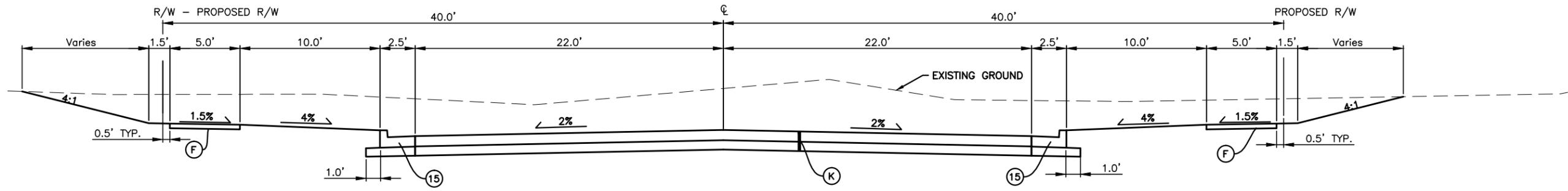
WIS. STATUTE 182.0175 (1974)  
REQUIRES MIN. OF 3 WORK DAYS  
NOTICE BEFORE YOU EXCAVATE.

### SYMBOL LEGEND

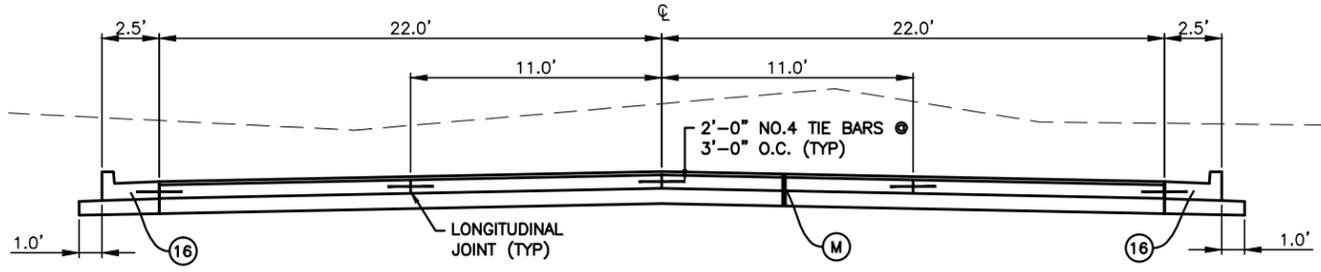
	CABLE TV PEDESTAL		YARD LIGHT		QUARTER CORNER		ANTENNA		EXISTING ACCESS CONTROL		RAIL ROAD TRACKS
	SATELLITE DISH		SPRINKLER CONTROL BOX		RIGHT-OF-WAY MARKER		BOLLARD		PROPOSED ACCESS CONTROL		RAW WATER LINE (SIZE)
	TELEPHONE BOX		SPRINKLER HEAD		SECTION CORNER		CATTLE PASS		BREAK		REMOVAL - 1
	TELEPHONE BOOTH		GAS SERVICE BOX		WITNESS CORNER		DELINEATOR		CABLE TV LINE		REMOVAL - 2
	TELEPHONE POLE		GAS METER		PRIVATE SIGN POST		DRAINAGE MARKER		CABLE TV (FIBER OPTIC) LINE		REVERSE SLOPE
	TELEPHONE MANHOLE		GAS REGULATOR		STREET SIGN		FLAG POLE		OVERHEAD CABLE TV LINE		SANITARY PIPE
	TELEPHONE PEDESTAL		GAS VALVE		TRAFFIC SIGN		GUY POLE		COMMUNICATION LINE		COMBINATION SEWER PIPE
	TELEPHONE PEDESTAL PAY PHONE		GAS VENT PIPE		BUSH		GUY WIRE		DITCH LEFT (PROFILE)		SANITARY FORCE MAIN
	FIRE HYDRANT		REFLECTIVE PAVEMENT MARKER 1 WAY		CONIFEROUS TREE		MAILBOX		DITCH RIGHT (PROFILE)		SECTION LINE
	FLUSH OUT HYDRANT		REFLECTIVE PAVEMENT MARKER 2 WAY		DECIDUOUS TREE		PARKING BLOCK		ELECTRIC CONDUIT		DWG PILING
	WATER SPIGOT		RAILROAD FLASHING SIGNAL		STUMP		PILLAR		OVERHEAD ELECTRIC LINE		SILT FENCE
	WATER SERVICE BOX		RAILROAD CROSSING GATE		GAS TANK FILLER CAP		PARKING METER		UNDERGROUND ELECTRIC LINE		STAGE CONSTRUCTION JOINT
	WELL		RAILROAD CROSSBUCK		INSPECTION WELL		POST OR MISC. POLE		FENCE		STORM EXISTING
	WATER METER		CLEANOUT		METER UNKNOWN		TANK		FIBER OPTIC LINE		STORM PROPOSED
	WATER MANHOLE		LIFT STATION		MANHOLE		GATE POST		EXISTING FLOW LINE		STORM LINE (WATER MAIN QUALITY)
	WATER VALVE		SANITARY MANHOLE		PUMP		IRON PIN FOUND		GAS (SIZE)		OVERHEAD TELEPHONE (FIBER OPTIC)
	ELECTRIC BOX		SEPTIC TANK		UTILITY RISER AT POLE		FOUND 3/4" REBAR		EXISTING GUARD RAIL		OVERHEAD TELEPHONE
	ELECTRIC METER		SEPTIC TANK VENT		UTILITY WARNING SIGN		FOUND 1/4" IR		PROPOSED GUARD RAIL		UNDERGROUND TELEPHONE
	ELECTRIC MANHOLE		END SECTION METAL		VALVE UNKNOWN		FOUND 2' IP		EXISTING HAND RAIL		TEMPORARY CONSTRUCTION EASEMENT - 1
	ELECTRIC PEDESTAL		CATCH BASIN		VENT PIPE		FOUND RR SPIKE		PROPOSED HAND RAIL		TEMPORARY CONSTRUCTION EASEMENT - 2
	FLOOD LIGHT		CATCH BASIN SQUARE		JUNCTION BOX		FOUND MISC		HEATED WATER		TEMPORARY TREE EASEMENT
	HANDHOLE		DOWNSPOUT		STRAIN POLE		FOUND MISC		HEDGE LINE		EXISTING TOP/BOTTOM OF SLOPE
	ORNAMENTAL STREET LIGHT		END SECTION CONCRETE		TRAFFIC SIGNAL MAST ARM		FOUND PK NAIL		KEYWAY		PROPOSED TOP/BOTTOM OF SLOPE
	PARKING LOT LIGHT DOUBLE		INLET AT CURB		TRAFFIC SIGNAL CONTROLLER		FOUND SPIKE		SANITARY LATERAL		TREE LINE
	PARKING LOT LIGHT SINGLE		STORM MANHOLE		TRAFFIC SIGNAL POST 2 WAY		FOUND/PLACE CHIS "X"		PERMANENT EASEMENT		UNDERDRAIN LINE
	POWER POLE		BENCHMARK		TRAFFIC SIGNAL POST 3 WAY		FOUND/SET SECTION CORNER		PM CROSSWALK		WATER LINE (SIZE)
	POWER POLE WITH LIGHT		CHISELED X		TRAFFIC SIGNAL PED. SIGNAL HEAD		SET 3/4" REBAR		PROPERTY LINE		WATER IRRIGATION LINE
	POWER POLE W/TRANSFORMER		DATA COLLECTION POINT		TRAFFIC SIGNAL PED. PUSH BUTTON		SET #10 REBAR		EXISTING RIGHT-OF-WAY		CONCEPTUAL LOT LINES
	POWER POLE W/TRANSFORMER & LIGHT		MONUMENT		CORES IN PAVEMENT		SET PK NAIL		PROPOSED RIGHT-OF-WAY		CONCEPTUAL RIGHT-OF-WAY
	STREET LIGHT		PK NAIL		SOIL BORING						
	TRANSFORMER BOX		TRAVERSE POINT		AIR CONDITIONER						



**COOPER ROAD EXISTING TYPICAL SECTION**  
SCALE 1"=4'



**COOPER ROAD APSHALT TYPICAL SECTION**  
SCALE 1"=4'



**COOPER ROAD COMPOSITE HMA/PCC TYPICAL SECTION IN INTERSECTION**  
SCALE 1"=4'

- LEGEND**
- A** CURB RAMP TYPE 1
  - B** CURB RAMP TYPE 3
  - F** 5" CONCRETE SIDEWALK 5' WIDE ON 4" BASE AGGREGATE DENSE
  - G** 5-3/4" ASPHALTIC SURFACE ON 10" AGGREGATE BASE COURSE
  - H** 5-1/2" CONCRETE PAVEMENT ON 8" AGGREGATE BASE COURSE
  - K** 5" ASPHALTIC SURFACE COURSE ON 12" BASE AGGREGATE DENSE
  - L** 7" CONCRETE ON 8" BASE AGGREGATE DENSE
  - M** 1-3/4" ASPHALTIC SURFACE COURSE ON 7" CONCRETE PAVEMENT ON 8" BASE AGGREGATE DENSE
  - 15** 30" VERTICAL FACE CURB & GUTTER
  - 16** 30" VERTICAL FACE CURB & GUTTER TO EXTEND TO BOTTOM OF CONCRETE PAV'T
  - 17** 30" MOUNTABLE CURB & GUTTER TO EXTEND TO BOTTOM OF CONCRETE PAV'T

PROJECT TITLE  
VILLAGE OF PLEASANT PRAIRIE  
COOPER ROAD EXTENSION  
KENOSHA COUNTY, WISCONSIN

DESIGNED BY: K.K.R.  
DRAWN BY: O.L.S.  
CHECKED BY:  
DATE CHECKED:

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE	REVISION
1-19-16	98% PER VILLAGE COMMENTS
2/2/2016	FOR BID

DRAWING TITLE  
COOPER ROAD TYPICAL SECTIONS

PROJECT No.  
P0200074

DRAWING No.  
**3**  
DWG 3 OF 34 DWGS



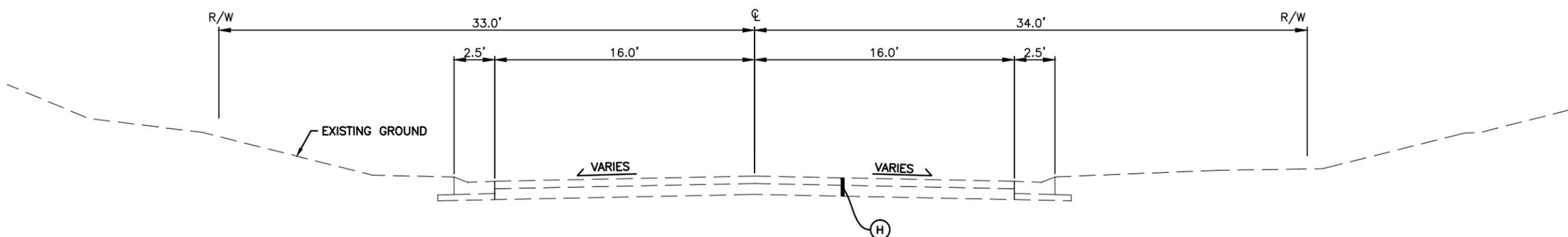
DESIGN FIRM REGISTRATION  
No. 184-000450  
5017 GREEN BAY ROAD  
SUITE 126  
KENOSHA, WI 53144  
PHONE : 262.657.1550  
FAX : 262.657.1594

PROJECT TITLE  
VILLAGE OF PLEASANT PRAIRIE  
COOPER ROAD EXTENSION  
KENOSHA COUNTY, WISCONSIN

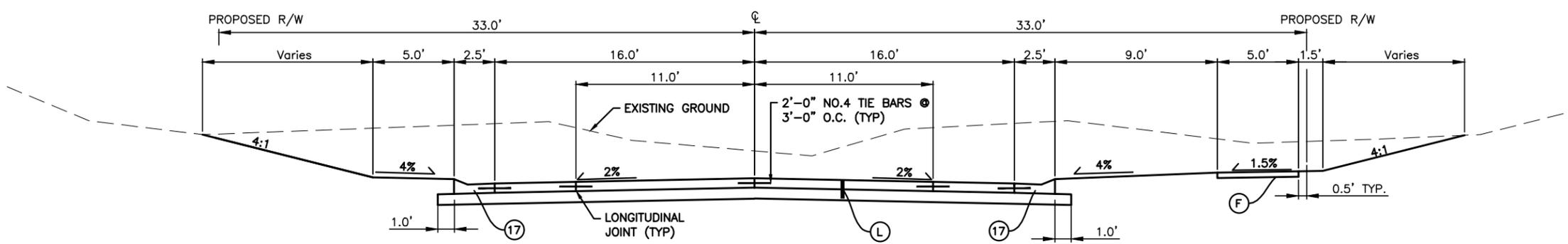
DESIGNED BY: K.K.R.  
DRAWN BY: O.L.S.  
CHECKED BY:  
DATE CHECKED:  
NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.  
1-19-16 98% PER VILLAGE COMMENTS  
2/2/2016 FOR BID  
DATE REVISION

DRAWING TITLE  
97TH STREET TYPICAL SECTIONS

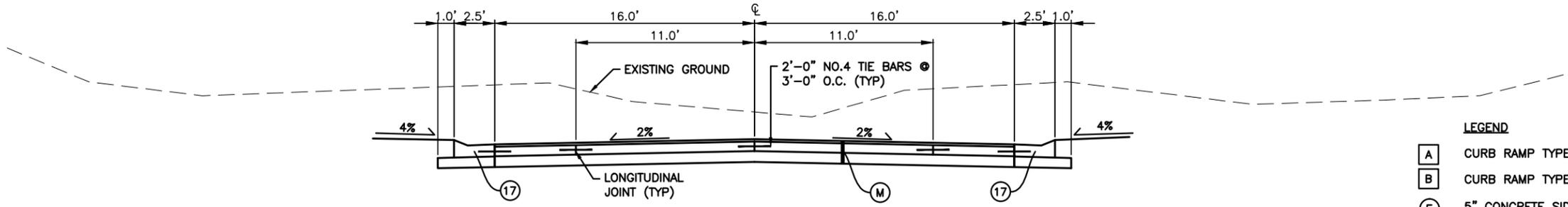
PROJECT No.  
P0200074  
DRAWING No.  
4  
DWG 4 OF 34 DWGS



97th STREET EXISTING TYPICAL SECTION  
SCALE 1"=4'



97th STREET CONCRETE TYPICAL SECTION  
SCALE 1"=4'

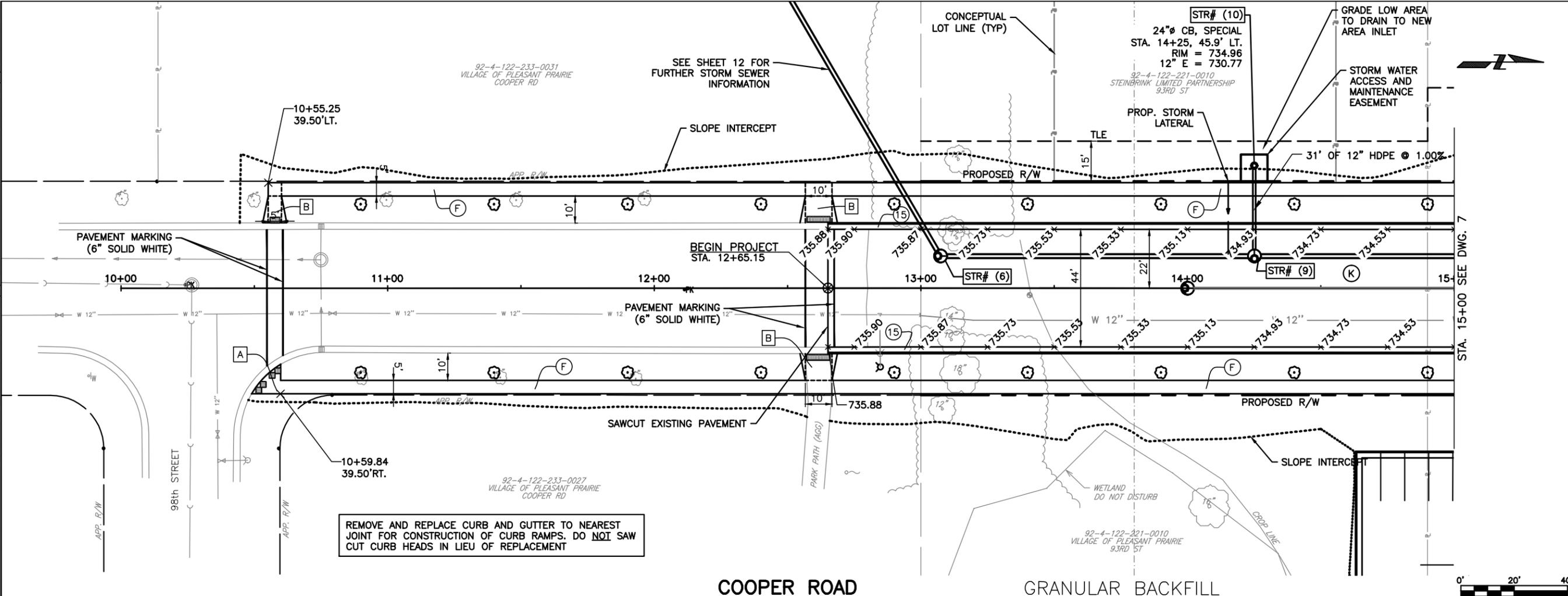


97th STREET COMPOSITE HMA/PCC TYPICAL SECTION IN INTERSECTION  
SCALE 1"=4'

- LEGEND**
- (A) CURB RAMP TYPE 1
  - (B) CURB RAMP TYPE 3
  - (F) 5" CONCRETE SIDEWALK 5' WIDE ON 4" BASE AGGREGATE DENSE
  - (G) 5-3/4" ASPHALTIC SURFACE ON 10" AGGREGATE BASE COURSE
  - (H) 5-1/2" CONCRETE PAVEMENT ON 8" AGGREGATE BASE COURSE
  - (K) 5" ASPHALTIC SURFACE COURSE ON 12" BASE AGGREGATE DENSE
  - (L) 7" CONCRETE ON 8" BASE AGGREGATE DENSE
  - (M) 1-3/4" ASPHALTIC SURFACE COURSE ON 7" CONCRETE PAVEMENT ON 8" BASE AGGREGATE DENSE
  - (15) 30" VERTICAL FACE CURB & GUTTER
  - (16) 30" VERTICAL FACE CURB & GUTTER TO EXTEND TO BOTTOM OF CONCRETE PAV'T
  - (17) 30" MOUNTABLE CURB & GUTTER TO EXTEND TO BOTTOM OF CONCRETE PAV'T



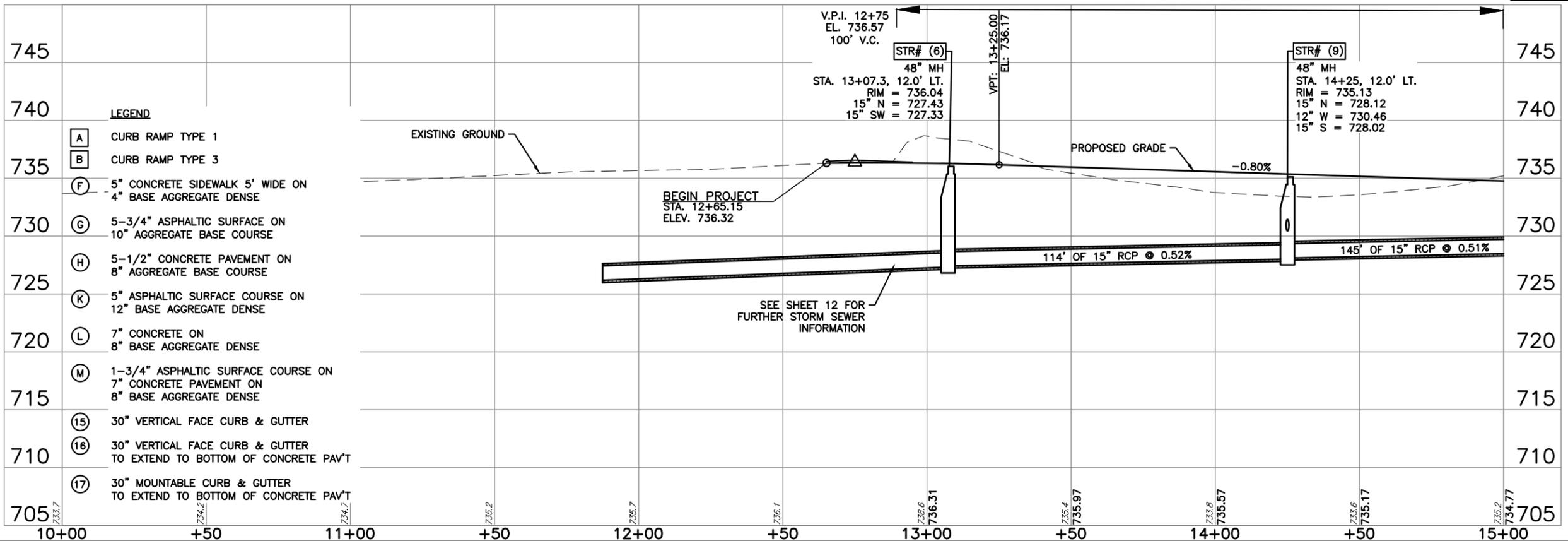
P:\P0200074 - PLEASANT PRAIRIE - COOPER ROAD EXTENSION\11-0 DRAWINGS\11-15 PLAN PRODUCTION SHEETS\0200074 - ROADWAY P&P COOPER.DWG ANDREW J. TOROLA SAVE TIME 2/2/2016 11:35:39 AM PLOT DATE 2/2/2016 11:42 AM



REMOVE AND REPLACE CURB AND GUTTER TO NEAREST JOINT FOR CONSTRUCTION OF CURB RAMPS. DO NOT SAW CUT CURB HEADS IN LIEU OF REPLACEMENT

COOPER ROAD

GRANULAR BACKFILL



DESIGN FIRM REGISTRATION  
 No. 184-000450  
 5017 GREEN BAY ROAD  
 SUITE 126  
 KENOSHA, WI 53144  
 PHONE : 262.657.1550  
 FAX : 262.657.1594

---

PROJECT TITLE  
**VILLAGE OF PLEASANT PRAIRIE  
 COOPER ROAD EXTENSION**  
 KENOSHA COUNTY, WISCONSIN

---

DESIGNED BY: K.K.R.  
 DRAWN BY: O.L.S.  
 CHECKED BY:  
 DATE CHECKED:

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE	REVISION
1-19-16	98% PER VILLAGE COMMENTS
2/2/2016	FOR BID

---

DRAWING TITLE  
**ROADWAY PLAN AND  
 PROFILES COOPER ROAD**

---

PROJECT No.  
**P0200074**

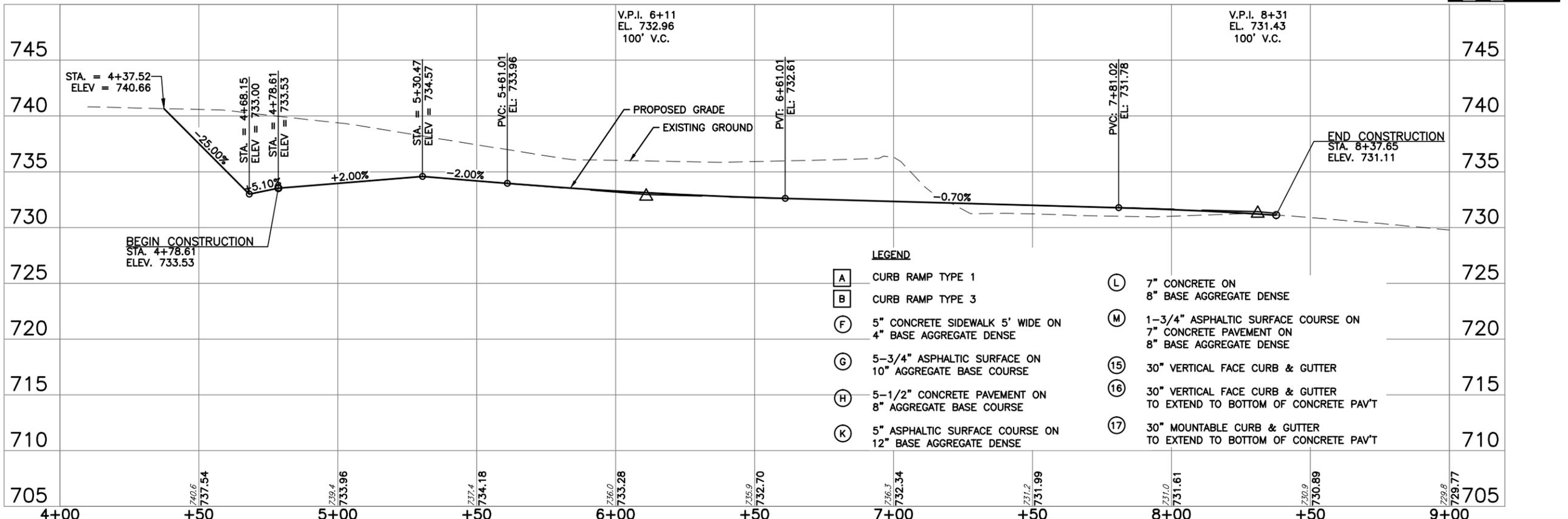
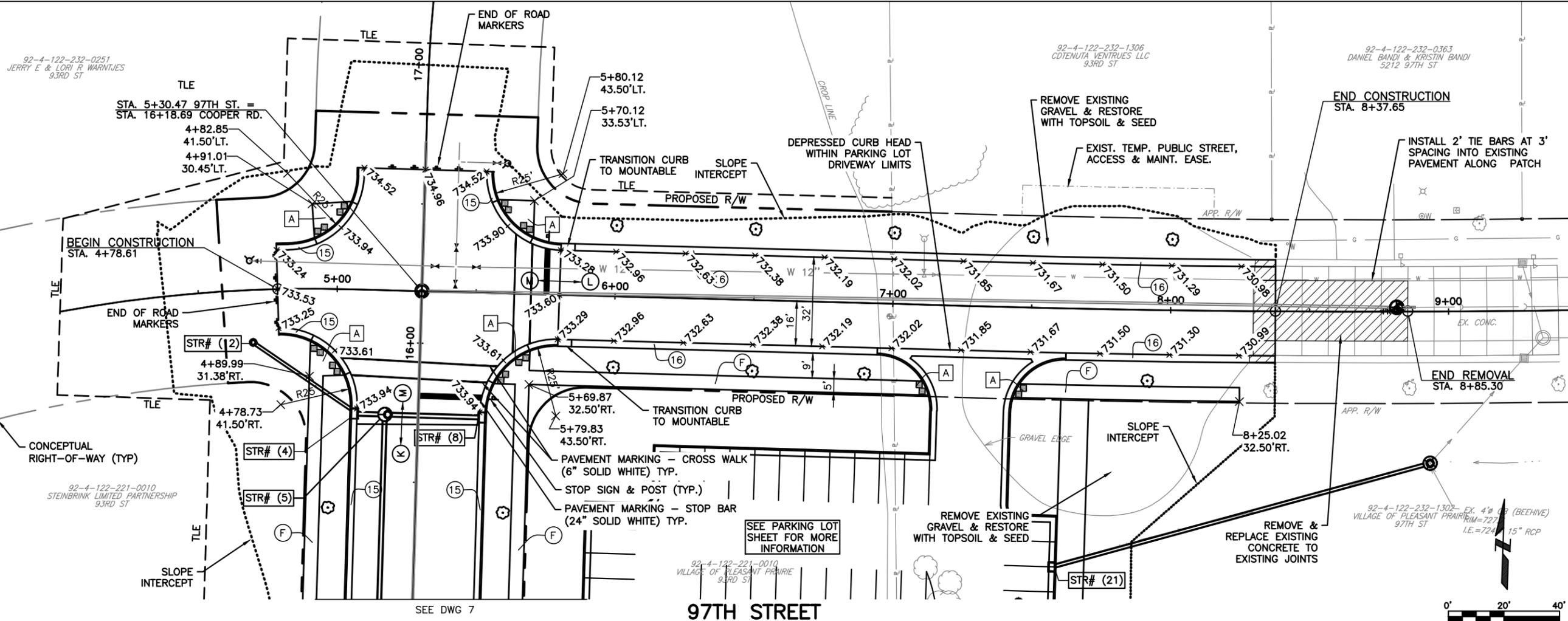
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DRAWING No.  
**6**

DWG. 6 OF 34 DWGS.



P:\P0200074- PLEASANT PRAIRIE - COOPER ROAD EXTENSION\11-0 DRAWINGS\11-15 PLAN PRODUCTION SHEETS\0200074 - ROADWAY P&P 97TH STREET.DWG ANDREW J. TOROLA SAVE TIME 2/1/2016 9:35:42 AM PLOT DATE 2/2/2016 11:42 AM



- LEGEND**
- (A)** CURB RAMP TYPE 1
  - (B)** CURB RAMP TYPE 3
  - (F)** 5" CONCRETE SIDEWALK 5' WIDE ON 4" BASE AGGREGATE DENSE
  - (G)** 5-3/4" ASPHALTIC SURFACE ON 10" AGGREGATE BASE COURSE
  - (H)** 5-1/2" CONCRETE PAVEMENT ON 8" AGGREGATE BASE COURSE
  - (K)** 5" ASPHALTIC SURFACE COURSE ON 12" BASE AGGREGATE DENSE
  - (L)** 7" CONCRETE ON 8" BASE AGGREGATE DENSE
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  - (15)** 30" VERTICAL FACE CURB & GUTTER
  - (16)** 30" VERTICAL FACE CURB & GUTTER TO EXTEND TO BOTTOM OF CONCRETE PAV'T
  - (17)** 30" MOUNTABLE CURB & GUTTER TO EXTEND TO BOTTOM OF CONCRETE PAV'T

DESIGN FIRM REGISTRATION No. 184-000450  
 5017 GREEN BAY ROAD SUITE 126  
 KENOSHA, WI 53144  
 PHONE : 262.657.1550  
 FAX : 262.657.1594

---

PROJECT TITLE  
**VILLAGE OF PLEASANT PRAIRIE  
 COOPER ROAD EXTENSION  
 KENOSHA COUNTY, WISCONSIN**

---

DESIGNED BY: K.K.R.  
 DRAWN BY: O.L.S.  
 CHECKED BY: \_\_\_\_\_  
 DATE CHECKED: \_\_\_\_\_

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE	REVISION
1-19-16	98% PER VILLAGE COMMENTS FOR BID
2/2/2016	FOR BID

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DRAWING TITLE  
**ROADWAY P&P 97TH STREET**

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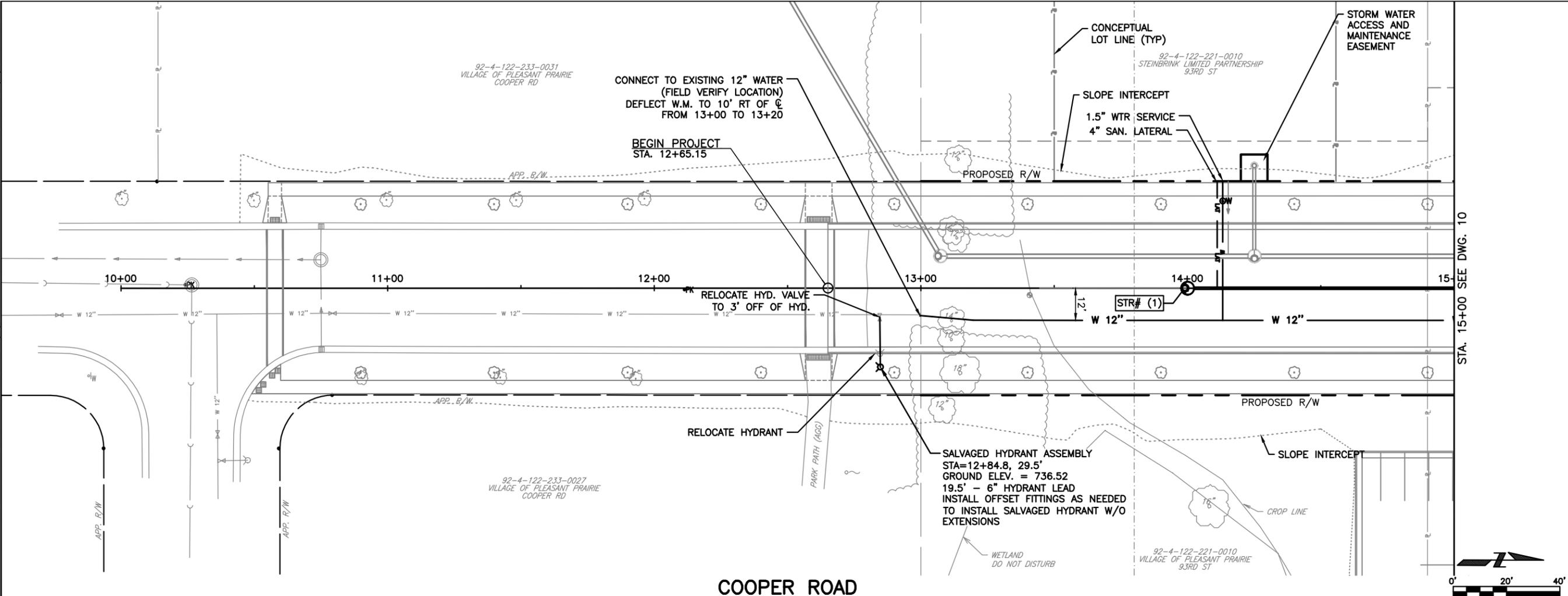
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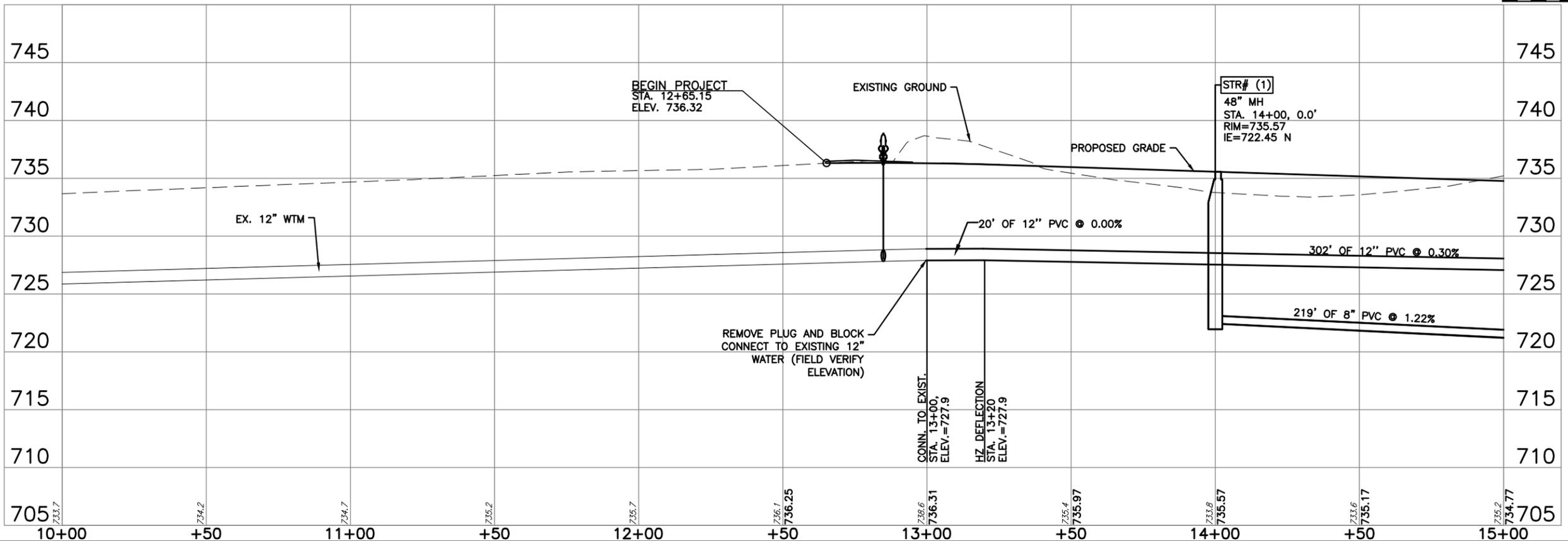
DRAWING No.  
**8**

DWG. 8 OF 34 DWGS.

PLOT DATE 2/2/2016 11:42 AM  
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**COOPER ROAD**





DESIGN FIRM REGISTRATION  
 No. 184-000450  
 5017 GREEN BAY ROAD  
 SUITE 126  
 KENOSHA, WI 53144  
 PHONE : 262.657.1550  
 FAX : 262.657.1594

---

PROJECT TITLE  
**VILLAGE OF PLEASANT PRAIRIE  
 COOPER ROAD EXTENSION  
 KENOSHA COUNTY, WISCONSIN**

---

DESIGNED BY:     K.K.R.      
 DRAWN BY:     O.L.S.      
 CHECKED BY:               
 DATE CHECKED:             

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE	REVISION
1-19-16	98% PER VILLAGE COMMENTS
2/2/2016	FOR BID

---

DRAWING TITLE  
**UTILITY PLAN AND PROFILE**

---

PROJECT No.  
**P0200074**

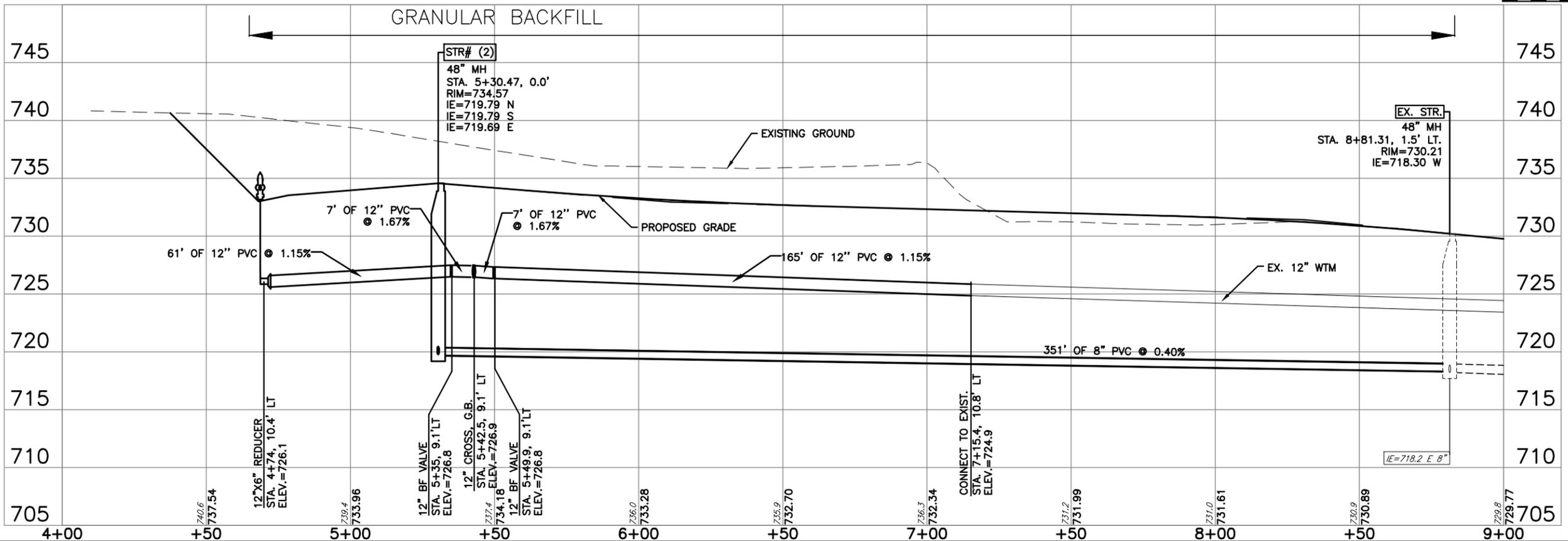
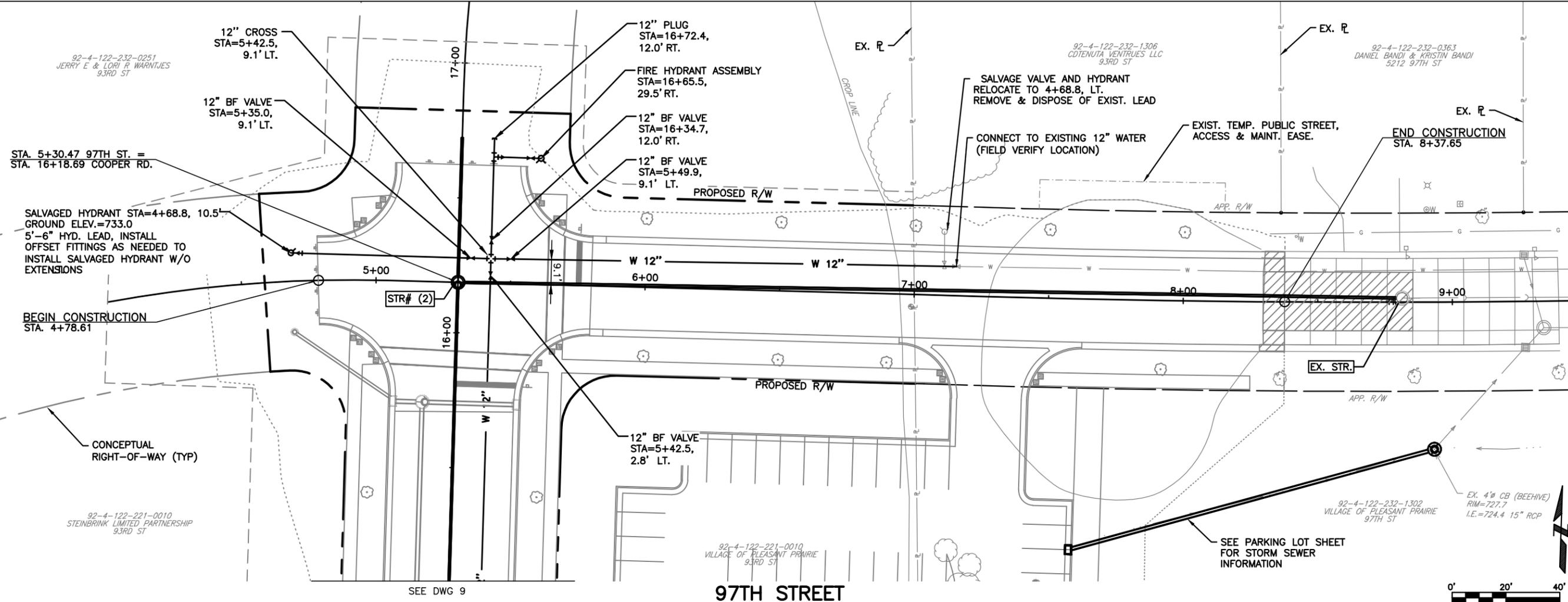
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DRAWING No.  
**9**

DWG. 9 OF 34 DWGS.



P:\P0200074 - PLEASANT PRAIRIE - COOPER ROAD EXTENSION\11-0 DRAWINGS\11-15 PLAN PRODUCTION SHEETS\0200074 - P&P 97TH STREET.DWG ANDREW J. TOROLA SAVE TIME 2/2/2016 10:09:50 AM PLOT DATE 2/2/2016 11:43 AM



**Clark Dietz**  
ENGINEERS

DESIGN FIRM REGISTRATION  
No. 184-000450  
5017 GREEN BAY ROAD  
SUITE 126  
KENOSHA, WI 53144  
PHONE : 262.657.1550  
FAX : 262.657.1594

PROJECT TITLE  
**VILLAGE OF PLEASANT PRAIRIE  
COOPER ROAD EXTENSION  
KENOSHA COUNTY, WISCONSIN**

DESIGNED BY: K.K.R.  
DRAWN BY: O.L.S.  
CHECKED BY:  
DATE CHECKED:  
NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE	REVISION
1-19-16	98% PER VILLAGE COMMENTS FOR BID
2/2/2016	FOR BID

DRAWING TITLE  
**UTILITY PLAN AND PROFILE**

PROJECT No.  
**P0200074**

DRAWING No.  
**11**

DWG. 11 OF 34 DWGS.

P:\P0200074 - PLEASANT PRAIRIE - COOPER ROAD EXTENSION\11-0 DRAWINGS\11-15 PLAN PRODUCTION SHEETS\0200074 - P&P 97TH STREET.DWG ANDREW J. TOROLA SAVE TIME 2/2/2016 10:09:50 AM PLOT DATE 2/2/2016 11:43 AM



DESIGN FIRM REGISTRATION  
No. 184-000450  
5017 GREEN BAY ROAD  
SUITE 126  
KENOSHA, WI 53144  
PHONE : 262.657.1550  
FAX : 262.657.1594

PROJECT TITLE  
**VILLAGE OF PLEASANT PRAIRIE  
COOPER ROAD EXTENSION  
KENOSHA COUNTY, WISCONSIN**

DESIGNED BY: K.K.R.  
DRAWN BY: O.L.S.  
CHECKED BY:  
DATE CHECKED:  
NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

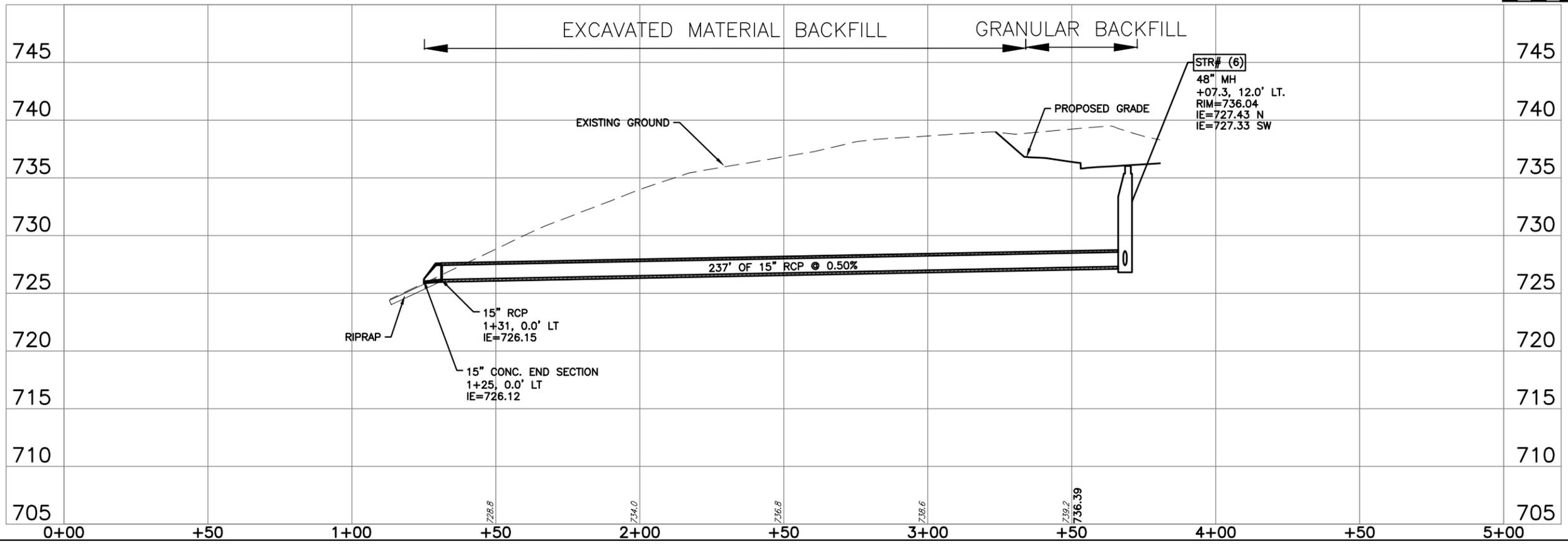
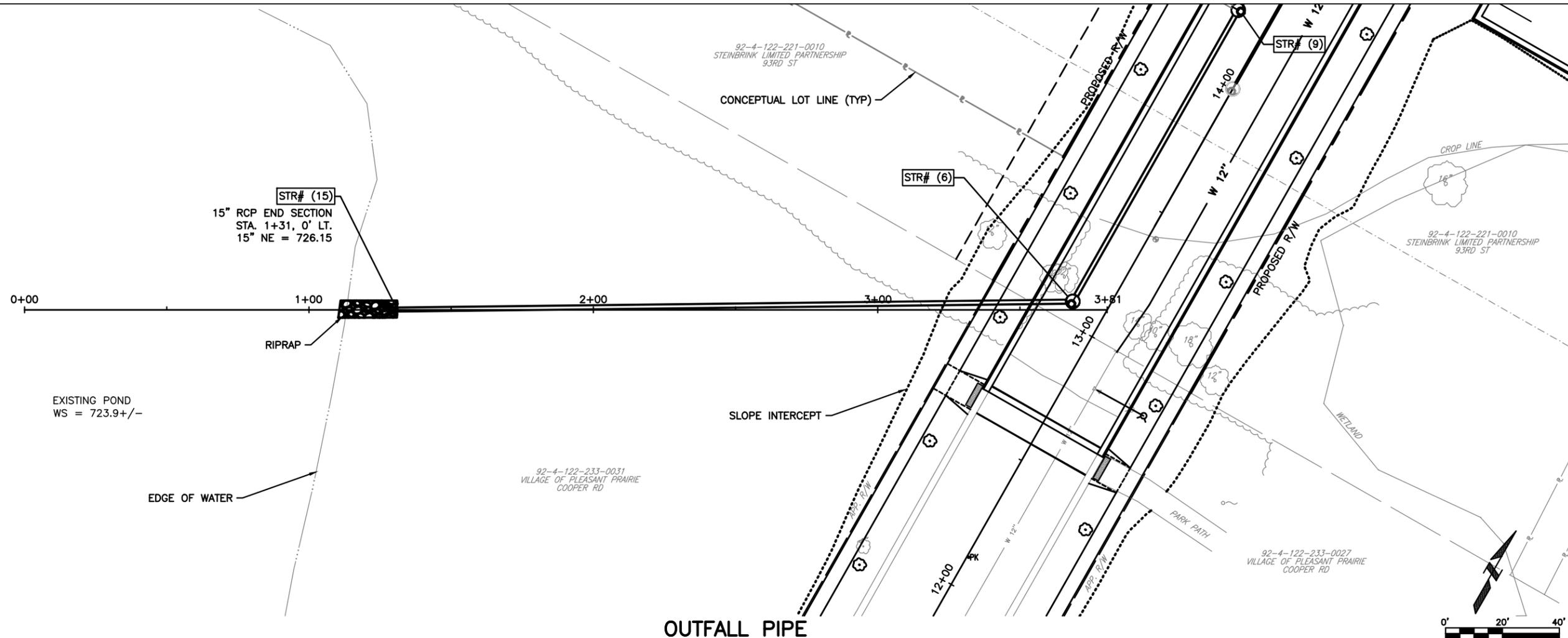
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1-19-16	98% PER VILLAGE COMMENTS
2/2/2016	FOR BID

DRAWING TITLE  
**UTILITY PLAN AND PROFILE**

PROJECT No.  
**P0200074**

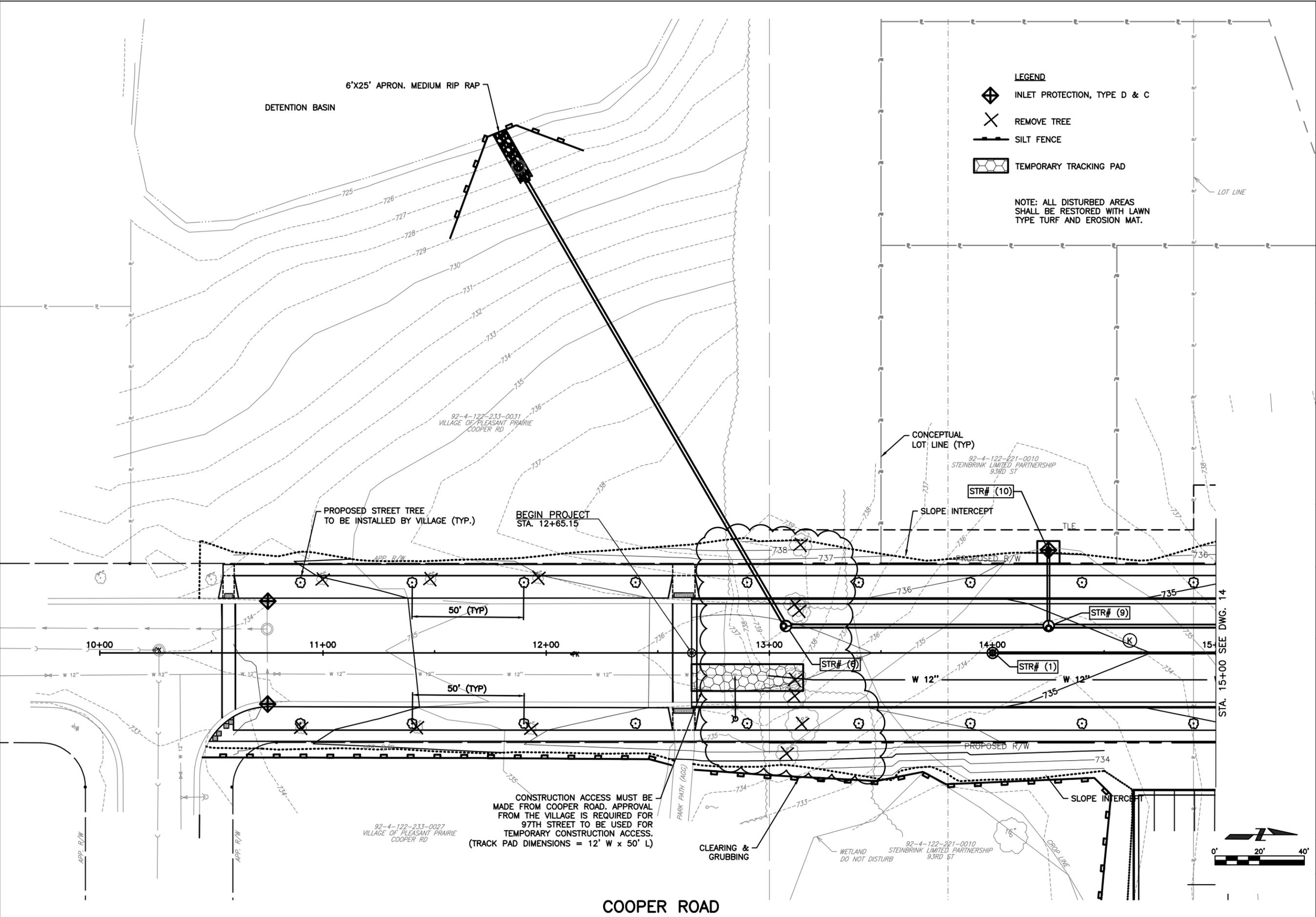
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**12**

DWG. 12 OF 34 DWGS.





P:\P0200074 - PLEASANT PRAIRIE - COOPER ROAD EXTENSION\11-0 DRAWINGS\11-15 PLAN PRODUCTION SHEETS\0200074 - EROSION CONTROL PLAN COOPER.DWG ANDREW J. TOROLA SAVE TIME 1/30/2016 12:59:52 PM PLOT DATE 2/2/2016 11:43 AM



DESIGN FIRM REGISTRATION  
No. 184-000450  
5017 GREEN BAY ROAD  
SUITE 126  
KENOSHA, WI 53144  
PHONE : 262.657.1550  
FAX : 262.657.1594

PROJECT TITLE  
VILLAGE OF PLEASANT PRAIRIE  
COOPER ROAD EXTENSION  
KENOSHA COUNTY, WISCONSIN

DESIGNED BY: K.K.R.  
DRAWN BY: O.L.S.  
CHECKED BY:  
DATE CHECKED:

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE	REVISION
1-19-16	98% PER VILLAGE COMMENTS
2/2/2016	FOR BID

DRAWING TITLE  
EROSION CONTROL &  
LANDSCAPING PLAN

PROJECT No.  
P0200074

DRAWING No.  
14  
DWG. 14 OF 34 DWGS.

- LEGEND**
- INLET PROTECTION, TYPE D & C
  - REMOVE TREE
  - SILT FENCE
  - TEMPORARY TRACKING PAD

NOTE: ALL DISTURBED AREAS SHALL BE RESTORED WITH LAWN TYPE TURF AND EROSION MAT.

CONSTRUCTION ACCESS MUST BE MADE FROM COOPER ROAD. APPROVAL FROM THE VILLAGE IS REQUIRED FOR 97TH STREET TO BE USED FOR TEMPORARY CONSTRUCTION ACCESS. (TRACK PAD DIMENSIONS = 12' W x 50' L)

STA. 15+00 SEE DWG. 14

COOPER ROAD

P:\P0200074 - PLEASANT PRAIRIE - COOPER ROAD EXTENSION\11-0 DRAWINGS\11-15 PLAN PRODUCTION SHEETS\0200074 - EROSION CONTROL PLAN 97TH STREET.DWG ANDREW J. TOROLA SAVE TIME 2/2/2016 10:46:47 AM PLOT DATE 2/2/2016 11:43 AM



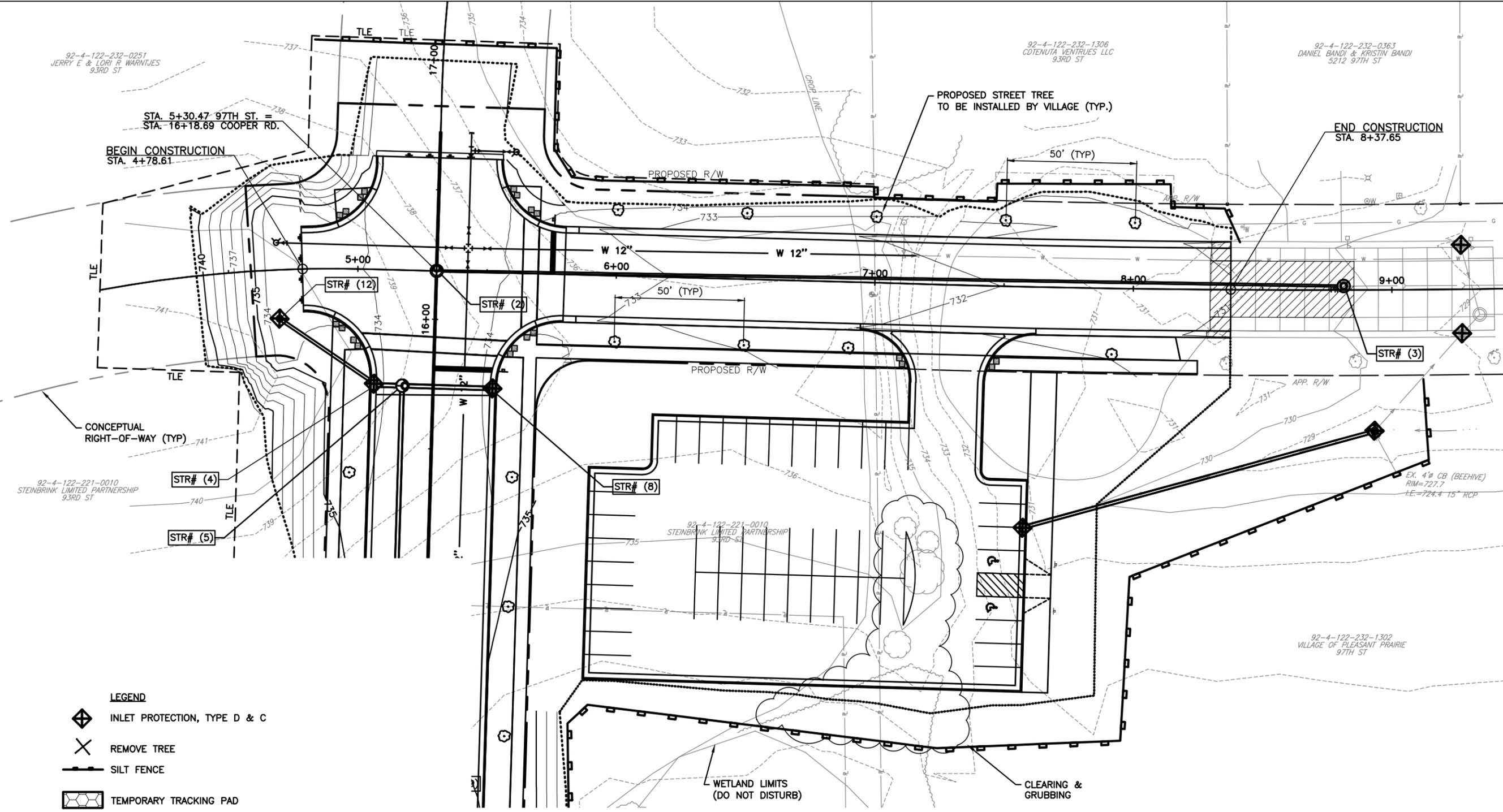
DESIGN FIRM REGISTRATION  
No. 184-000450  
5017 GREEN BAY ROAD  
SUITE 126  
KENOSHA, WI 53144  
PHONE : 262.657.1550  
FAX : 262.657.1594

PROJECT TITLE  
VILLAGE OF PLEASANT PRAIRIE  
COOPER ROAD EXTENSION  
KENOSHA COUNTY, WISCONSIN

DESIGNED BY: K.K.R.  
DRAWN BY: O.L.S.  
CHECKED BY:  
DATE CHECKED:  
NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.  
1-19-16 98% PER VILLAGE COMMENTS  
2/2/2016 FOR BID  
DATE REVISION

DRAWING TITLE  
EROSION CONTROL  
COOPER & 97TH STREET

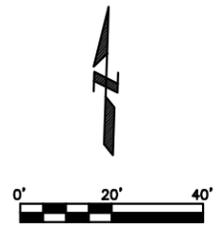
PROJECT No.  
P0200074  
DRAWING No.  
15  
DWG. 15 OF 34 DWGS.



- LEGEND**
- INLET PROTECTION, TYPE D & C
  - REMOVE TREE
  - SILT FENCE
  - TEMPORARY TRACKING PAD

NOTE: ALL DISTURBED AREAS SHALL BE RESTORED WITH LAWN TYPE TURF AND EROSION MAT.

**COOPER & 97TH STREET**









# Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order #

160657-00

B  
E  
T  
T  
E  
R

VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WI 53158  
262-694-1400

V  
E  
N  
D  
O  
R

STARK ASPHALT INC.  
12845 W BURLEIGH RD STE A  
BROOKFIELD WI 53005-3156

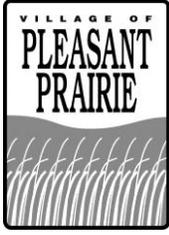
S  
H  
I  
P  
T  
O

Village of Pl Pr - Prange  
8600 Green Bay Rd  
Pleasant Prairie WI 53158

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
				765		Laura DeLaRosa	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
03/03/2016	2768				Public Works		
Item#	Description/Part No			Qty	UOM	Unit Price	Extended Price
	#64101 - Paving - 2016 Paving						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Remember to give PO# when ordering.						
1	#64101 - Paving - 2016 Paving Program 40810000 - 500821			1.0	EACH	\$1,480,846.500	\$1,480,846.50
2	#56705 - Paving - Paving Program Clean Water Adjustments 67810000 - 500821			1.0	EACH	\$116,599.750	\$116,599.75
3	#56102 - Paving - Paving Program Sewer Adjustments 61810000 - 500821			1.0	EACH	\$52,150.000	\$52,150.00
4	#46101 - Paving - Repave Sewer Sites (73-1) 61810000 - 500821			1.0	EACH	\$10,000.000	\$10,000.00
5	#64104 - Paving - District #7 Village Green Park 40810000 - 500821			1.0	EACH	\$44,258.000	\$44,258.00
6	#54904 - Paving - Cooper Road Extension 49810000 - 500821			1.0	EACH	\$712,740.250	\$712,740.25
7	#64102 - Paving - District #1 Pleasant Prairie Park 40810000 - 500821			1.0	EACH	\$44,258.000	\$44,258.00

By Michael Deegan  
Village Administrator

PO Total **\$2,460,852.50**



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

**To:** Michael Pollocoff  
**From:** John Steinbrink, Jr.  
**Subject:** Refueling Tank System Upgrades Award of Contract  
**Date:** March 7, 2016

In 1994, the Village installed unleaded and diesel fuel tanks and a refueling station for the purpose of refueling Village owned vehicles and equipment. The refueling system must be inspected, tested and licensed annually. Due to the age of the tank system, frequent repairs have been necessary to keep the refueling system operating and in compliance with Federal environmental and safety regulations. A recent inspection showed imminent repairs needed on the underground tanks and piping.

On January 25, 2016, the Village released a Request for Proposal for Refueling Tank System Upgrades through the State of Wisconsin VendorNet system. These upgrades include replacing the underground storage tank piping and sumps on both tanks, replacing tank sump access manholes, replacing dispenser sumps, replacing tank pumps and upgrading electrical service to the tank monitoring system. A concrete pad will also be installed over the tank area, currently covered by grass.

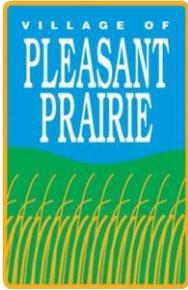
On February 16, 2016, two sealed bids were received and read aloud.

Interstate Pump and Tank, Inc.	\$ 73,760.00
Petroleum Equipment, Inc.	\$ 84,600.00

The upgrades will be funded by the Internal Service Fleet Fund and a transfer in from General Capital which was approved in the 2016 budget.

Interstate Pump and Tank has completed several tank system repairs over the past few years. In 2011, DPW entered into a contract with Interstate Tank & Pump to upgrade the fuel tanks with a tank and pump leak detection monitoring system.

I recommend a contract be awarded to Interstate Pump and Tank, Inc. for Refueling Tank System Upgrades in the amount of \$73,760.00.



**REQUEST FOR PROPOSAL  
RFP #16-DPW-01**

**VILLAGE OF PLEASANT PRAIRIE  
REFUELING TANK SYSTEM UPGRADES**

January 25, 2016

**ISSUED BY:**

Village of Pleasant Prairie, Wisconsin  
Department of Public Works  
8600 Green Bay Rd  
Pleasant Prairie, WI 53158

## **REQUEST FOR PROPOSAL**

Notice is hereby given that proposals will be received by the Village of Pleasant Prairie ("Village"), Wisconsin for:

### **REFUELING TANK SYSTEM UPGRADES RFP #16-DPW-01**

Proposals shall be delivered or mailed to: John Steinbrink Jr. P.E., Director of Public Works, Village of Pleasant Prairie, 8600 Green Bay Rd, Pleasant Prairie, WI, 53158.

Proposals will be accepted until:

**Date: Tuesday, February 16, 2016**

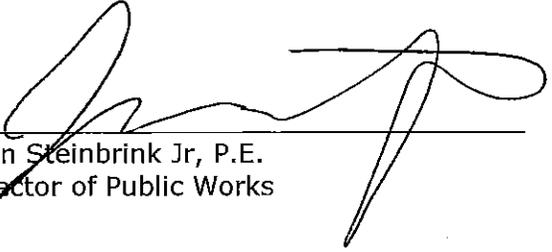
**Time: 10:00 A.M. (CST)**

Proposals submitted after the above-noted due date and time will be rejected. Respondents accept all risks of late delivery of mailed submittals regardless of fault.

The Village reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the Village to pay any costs incurred by respondents in the preparation and submission of their statement of qualifications. Furthermore, the RFP does not obligate the Village to accept or contract for any expressed or implied services.

It is the policy of the Village of Pleasant Prairie to assure that no person shall, on the basis of race, color, religion, sex or national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

The Village is committed to a program of equal employment opportunity regardless of race, color, religion, sex, age, nationality, disability, or sexual orientation. The successful contractor must comply with the Village of Pleasant Prairie's equal opportunity requirements.

  
\_\_\_\_\_  
John Steinbrink Jr, P.E.  
Director of Public Works

\_\_\_\_\_  
January 25, 2016

Date

## **TABLE OF CONTENTS**

PURPOSE & INTENT .....	1
SCOPE OF SERVICES/PROJECT REQUIREMENTS .....	1
GENERAL INSTRUCTIONS AND FORMAT .....	1
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## 1) PURPOSE & INTENT

This solicitation involves **Refueling Tank System Upgrades** for the Village of Pleasant Prairie.

The Village is responsible for managing the refueling of Village owned vehicles and equipment. The refueling system is located at 8600 Green Bay Road. Required upgrades to the refueling system is detailed in Respondents Proposal (Page 8).

The Village of Pleasant Prairie will distribute Request for Proposals. A Village of Pleasant Prairie Evaluation and Selection Committee will evaluate the RFP's submitted.

## 2) SCOPE OF SERVICES/PROJECT REQUIREMENTS

### A) DEFINITIONS

- (1) "VILLAGE" means the Village of Pleasant Prairie.
- (2) "COUNTY" means Kenosha County.
- (3) "PROJECT" means the **Refueling Tank System Upgrades**

### B) GENERAL

- (1) The Services under this contract shall consist of all tasks necessary or incidental to accomplish the PROJECT.
- (2) The Respondent shall furnish all services and labor necessary to conduct and complete the services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated in writing as to be furnished by the VILLAGE.
- (3) The services under this contract shall be performed in accordance with generally accepted standards.
- (4) The services shall comply with the applicable State and Federal laws and regulations consistent with the scope of project.

- C) REQUIREMENTS - This project will require the selected firm to provide the following: **Refueling Tank System Upgrades** as outlined in this document.

## 3) GENERAL INSTRUCTIONS AND FORMAT

The evaluation and selection of a contractor will be based on the information submitted in the request for proposal plus references. Contractors shall respond clearly and completely to all requirements. Failure to respond to any of the requirements in the RFP may be the basis for rejecting a submittal. The submitted qualifications shall be typed and submitted on 8.5" x 11" paper and bound securely. Tables/Graphs/Charts and other exhibits may be submitted on 11" x 17" paper, properly folded to an 8.5" x 11" size and bound securely within the document. There is a 12 total page limit to the responses.

#### 4) SUBMITTAL PROCESS & REQUIREMENTS

Qualifications are sought from firms with recognized expertise in **Refueling Tank System Upgrades**. Items A through H shall constitute the technical proposal;

Proposals shall include the following:

##### **Technical and Qualifications Proposal:**

- A) Firm name, address, telephone number and contact person. A two-page statement of interest and qualifications for this project.
- B) Brief history of the firm.
- C) A brief (maximum four-page) project understanding description.
- D) Discussion of firm's specific abilities and expertise to provide the required services.
- E) Key personnel proposed as project team members.
- F) Clearly identify sub-contractors, if proposed, with similar information.
- G) Examples of specific knowledge, expertise and project experience related to this type of project.
- H) References of other owners for which the firm has provided similar services. Reference information **must** include:
  - (1) Name of owner.
  - (2) Project name.
  - (3) Brief description of firm's involvement.
  - (4) Contact person.
  - (5) Project/Contact address.
  - (6) Project/Contact telephone number.
  - (7) Firm's key personnel assigned to the referenced project.

Firms must submit the following items:

- One original (clearly labeled as such) PLUS three copies of all materials required for acceptance of their qualifications (**Proposal Items A through H**), **Completed Respondent's Proposal, Respondent's Proposal Signature and Legal Status, Contractors Affidavit** and **Disclosure of Ownership**.

**On or before 10:00 a.m. on Tuesday, February 16, 2016**, via U.S. Mail, UPS, Fed Ex, DHL, Airborne, etc. to:

Village of Pleasant Prairie  
Attn: John Steinbrink Jr., P.E.  
Director of Public Works  
8600 Green Bay Rd.  
Pleasant Prairie, WI 53158

The Village of Pleasant Prairie does not accept facsimile or email submitted proposals. A firm, if it so chooses, may hand-deliver its proposal package on or before the date and time listed above. All submittals must be date-stamped by the Village of Pleasant Prairie. Submittals received after 10:00 a.m. on Tuesday, February 16, 2016, will not be accepted.

The complete proposal package shall be plainly marked as shown below.

All submittals must be packaged, sealed, and clearly labeled to show the following information on the outside of the package:

Firm's Name and Address  
**"Village of Pleasant Prairie – RFP#16-DPW-01  
 Refueling Tank System Upgrades**  
 RFP Due Date of Tuesday, February 16, 2016

*It is not the intent of this RFP to solicit an **overly long response**, but it is important that the firm's experience/expertise is adequately described. It will, for example, be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm. Village staff will review the submitted proposals. The selected firm will meet with the Village to prepare a contractual agreement between the Village and the firm after the final selection is complete.*

**6) SCHEDULE**

Listed below are estimated dates and times of actions related to this RFP. In the event that the Village finds it necessary to change any of the specific dates and times, it will do so by issuing amendments to this RFP. Failure by the Village to issue amendments to this schedule will not invalidate this selection process.

**RFP SCHEDULE:**

<b>EVENT</b>	<b>DATE</b>
RFP Release	January 25, 2016
<b>RFP Responses Due</b>	<b>Tuesday, February 16, 2016</b>
Contract Recommendation to the Village Board	March 1, 2016
Village Board Approval	March 7, 2016
Contract Begins	March 14, 2016
Contract Expires	June 30, 2016

## **7) EVALUATION COMMITTEE, SELECTION & AWARD PROCESS**

- A) Evaluation committee. The Village RFP Evaluation & Selection Committee will consist of:
- John Steinbrink, Jr., P.E. Director of Public Works
  - Thomas Hupp, Manager of Technical Support

The evaluation committee members have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP.

- B) The selection committee will evaluate the proposals utilizing the proposal evaluation criteria. The Village, because of time constraints and depending upon the thoroughness of the proposals, may at its sole option award a contract based upon the initial proposal submittal. Do not assume there will be an opportunity for submittal of additional information. Submit your proposal as if it were your "best and final offer."

- C) Right to reject qualifications and negotiate contract terms:

The Village reserves the right to reject any and all submittals. The Village reserves the right to negotiate the terms of the contract, including the award amount, with the selected contractor prior to entering into a contract.

- D) Award of contract:

The Village reserves the right to make an award without further discussion of the submittals. The firm selected as the apparent successful firm will be expected to enter into a contract with the Village. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final contract. If the selected firm fails to sign the contract within ten (10) business days of delivery of the final contract, the Village may elect to negotiate a contract with the next-highest ranked firm. The Village shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract. Following contractor selection, the successful contractor shall prepare a proposal and scope of work for review by the Village. Once the Village and contractor have reached an agreement on the scope of services, a final contract will be prepared by the Village.

## **8) MISCELLANEOUS**

- A) Questions

Questions regarding this RFP may be directed to John Steinbrink Jr. P.E., Director of Public Works, via e-mail at [jsteinbrink@plprairiewi.com](mailto:jsteinbrink@plprairiewi.com). Unauthorized contact regarding this RFP with other Village employees may result in disqualification from consideration in the proposal. Any oral communications will be considered unofficial and non-binding on the Village, unless it is followed by a written statement from the Village.

- B) Rejection of Submittals

The Village reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the Village to pay any costs incurred by respondents in the preparation and submission of their qualifications. Furthermore, this RFP does not obligate the Village to accept or contract for any expressed or implied services.

C ) Withdrawal of Qualifications

Contractors may withdraw a submittal, in writing, at any time up to the proposal due date and time. The written withdrawal notice must be received by the Village Director of Public Works. The notice must be signed by an authorized representative of the contractor.

D) Incurring Costs

The Village is not liable for any costs incurred by contractors in responding to this RFP.

E) Proprietary Proposal Material

Any proprietary information revealed in the submittal should be clearly identified as such by the respondent.

F) Terms

There is no expressed or implied obligation of the Village to reimburse firms for any costs incurred in preparing submittals in response to this request. The Village reserves the right to reject any and all submittals and to modify the scope of services. The Village further reserves the right to retain all submittals and to use any idea in a submittal regardless of whether that submittal is selected.

G) Signatures

RFPs shall be signed by one of the legally authorized officers of the submitting firm/corporation. If awarded the contract, the contract shall also be executed by said officer.

H) Contract Negotiation

The Village reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the contract by the Village.

I) Equal Opportunity Employment

The successful contractor must comply with the Village equal opportunity requirements. The Village is committed to a program of equal employment opportunity regardless of race, color, religion, sex, age, nationality or disability.

J) Title VI

It is the Village's policy to assure that no person shall, on the basis of race, color, religion, sex, age, national origin or disability, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

K) Insurance Requirements

The selected firm shall maintain insurance that is sufficient to protect the firm's business against all applicable risks. Standard requirements may be negotiated if it is in the best interest of the Village.

L) Non-Endorsement

As a result of the selection of a firm to supply products and/or services to the Village, firm agrees to make no reference to the Village in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the Village.

M) Non-Collusion

Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

N) Compliance with Laws & Regulations

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the contractor or contractors ultimately awarded a contract shall comply with Federal, State and local laws, statutes and ordinances, and industry standards relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

O) Public Records

Under Wisconsin state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the Village, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the Village receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the Village (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the Village within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The Village assumes no contractual obligation to enforce any exemption. The Village does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the contractor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The Village accepts no responsibility for the performance of the contractor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the contractor for other public agency purchases.

P) Clarification and/or Revisions of this RFP:

Revisions to this RFP will only be made by an official written amendment issued by the Village. In order to be eligible to receive amendments to this RFP, all respondents are responsible to notify the Village of its official contact person, address and email address. All amendments/clarifications will be forwarded to the respondents of record.

**RESPONDENT'S PROPOSAL**  
**VILLAGE OF PLEASANT PRAIRIE**  
**KENOSHA COUNTY, WISCONSIN**

WE HEREBY PROPOSE TO PROVIDE REFUELING TANK SYSTEM UPGRADES AS FOLLOWS:

<u>DESCRIPTION OF PRODUCTS AND/OR SERVICES BEING PROPOSED</u>	<u>QTY</u>	<u>BID</u>
<p><b>UST Piping:</b> Replace UST Piping and Tank Sumps on Unleaded and Diesel UST Tanks to Dispensers.                      Permit for UST Piping replacement of Total Containment DW flexible piping and tank sumps with Ameron Dually 2" double wall fiberglass piping to (2) refueling dispensers inside fuel area. Includes Permit Plan Review, Third Party Precision Testing, as required sump boots and flex connectors and (2) OPW FlexWorks medium burry poly tank sumps with mounting flange.</p>	2	_____
<p><b>Tank Sump Access:</b> Replace 44" (2) Tank Sump Access Manholes. Replace heavy Neenah manholes with light weight 44" Morrison Brothers man holes with 18" skirts.</p>	2	_____
<p><b>Dispenser Sumps:</b> Add or replace dispenser sumps. Install or replace dispenser sumps with (2) OPW conduit less poly DWS FlexWorks dispenser sumps with entry boots and sensors.  <i>Dispenser Sumps Code Required to be in by December 31, 2019.</i></p>	2	_____
<p><b>New Submerged Pumps:</b> Replace the existing submerged tank pumps with Franklin Fueling pumps. 1.5 HP pump for unleaded fuel and 2 HP pump for diesel. Includes (2) new style STP-MLD-E mechanical line leak detectors and (2) STP-SCI pump controllers.</p>	2	_____
<p><b>Electrical Work:</b> Run new ridged conduits for power and low voltage sensors and probe wires from tank area pumps, sumps to fuel dispensing area and to the existing INCON tank monitor system.</p>	1	_____
<p><b>Concrete Work:</b> Install a concrete tank pad over 80% of the tank area, now in a grass area. Estimated area to be 20' N &amp; S x 26' E &amp; W. by 6" deep with stone base. Incorporate all new and existing man ways and at a similar grade as the top of the existing spill containers. Patch with concrete a 3' x 26' area were piping was replaced inside refueling shelter.</p>	1	_____
<b>TOTAL COST</b>		_____

**ALTERNATE ITEMS:**

2 Dispensers, and sets of hoses and nozzles		_____
2 Sets of Emergency shears valves under dispensers		_____
INCON TS-750 tank monitor, overfill alarm, (2) tank leak & (2) tank sump sensors, (2) tank probes		_____
2 Sets of Tank spill container, overfill valves and drop tubes		_____
2 Sets of Tank vents		_____

**ALTERNATE ITEMS TOTAL COST** \_\_\_\_\_

RESPECTFULLY SUBMITTED,

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**VILLAGE OF PLEASANT PRAIRIE  
RESPONDENT'S PROPOSAL  
SIGNATURE PAGE AND LEGAL STATUS**

THE UNDERSIGNED CERTIFY THAT THEY ARE AN OFFICIAL LEGALLY AUTHORIZED TO BIND THEIR FIRM AND TO ENTER INTO A CONTRACT SHOULD THE VILLAGE ACCEPT THIS PROPOSAL.

PROPOSAL BY: \_\_\_\_\_  
(Name of Firm)

LEGAL STATUS OF RESPONDENT: (Please check the appropriate box)

CORPORATION \_\_\_\_\_ STATE OF INCORPORATION \_\_\_\_\_

PARTNERSHIP \_\_\_\_\_ LIST NAMES \_\_\_\_\_  
\_\_\_\_\_

DBA \_\_\_\_\_ EXPLAIN \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF RESPONDENT: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

ZIP: \_\_\_\_\_ TEL: \_\_\_\_\_

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_.

**CONTRACTOR'S AFFIDAVIT**

STATE OF WISCONSIN )

( SS.

\_\_\_\_\_ VILLAGE )

\_\_\_\_\_, an office of

\_\_\_\_\_

to-wit: I, \_\_\_\_\_, being first duly sworn in oath, says:

That \_\_\_\_\_, has no contractual relationships whatsoever, either direct or indirect, with any officer, agent, or employee of the

Owner: \_\_\_\_\_; nor has any officer, agent, or employee of the Owner any financial interest, either direct or indirect, present or prospective, absolute or conditional in the contract to which this bond pertains, as this affiant well knows.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Affiant \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

My Commission Expires: \_\_\_\_\_

## Disclosure of Ownership

**Notice required under Section 15.04(1)(m), Wisconsin Statutes.** The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

### Other Construction Business

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

**I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.**

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

**If you have any questions call (608) 266-0028**

# Purchase Order

Fiscal Year 2016

Page 1 of 1



THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **160644-00**

BILL TO

VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WI 53158  
262-694-1400

VENDOR

Interstate Pump and Tank  
901 Niagra St  
Waukesha WI 53186-3817

SHIP TO

Village of Pl Pr - Prange  
8600 Green Bay Rd  
Pleasant Prairie WI 53158

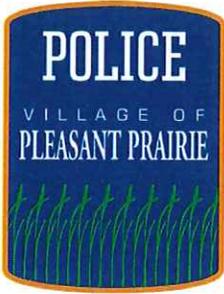
Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
		754	Laura DeLaRosa

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/02/2016	1303			Fleet Internal Services

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	Refueling Tank System Upgrade  The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading  Remember to give PO# when ordering.  Refueling Tank System Upgrades - Prange	1.0	EACH	\$73,760.00	\$73,760.00

By *Michelle Deegan*  
Village Administrator

<b>PO Total</b>	<b>\$73,760.00</b>
-----------------	--------------------



February 26, 2016

TO: Pleasant Prairie Village Board Members  
Mike Pollocoff

On December 21, 2015, a memo of understanding (MOU) with the Kenosha Unified School District was sent to the Village Board for signing. This MOU was requirement of the COPS Grant we obtained in 2015 and provided us an additional full time officer due to our School Resource Officer program and efforts in the Kenosha Unified schools within our jurisdiction.

After that MOU was agreed upon by both parties it was submitted to the COPS office in Washington D.C. for review and approval. The MOU, as written at that time, was rejected by the COPS office as they requested several minor changes to the agreement. Those changes were made to the MOU and it was subsequently approved by the COPS office and signed by officials at the Kenosha Unified School District. It is now being resubmitted for Village Board approval.

Sincerely,

David B. Smetana, Chief  
Pleasant Prairie Police Department

DBS/jl



**AGREEMENT  
RESPECTING THE EMPLOYMENT OF A SCHOOL RESOURCE OFFICER (SRO)**

By And Between

**THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN,  
A Wisconsin Municipal Corporation,**

And

**KENOSHA UNIFIED SCHOOL DISTRICT NO. 1,  
A Wisconsin Common School District**

THIS AGREEMENT made and entered by and between the **VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**, a Wisconsin municipal corporation, hereinafter referred to as the "**VILLAGE**", and the **KENOSHA UNIFIED SCHOOL DISTRICT NO. 1**, a Wisconsin common school district, hereinafter referred to as the "**SCHOOL DISTRICT**".

WITNESSETH:

In consideration of the mutual promises, agreements and undertakings hereinafter set forth, the **VILLAGE** and the **SCHOOL DISTRICT** agree as follows:

- I. **TERM OF AGREEMENT.** This agreement shall be valid for the 2015-2016, 2016-2017, 2017-2018, and 2018-2019 School Years (July 1 to June 30).
- II. **VILLAGE TO PROVIDE A SCHOOL RESOURCE OFFICER (SRO).**

- A. **SRO AND EQUIPMENT PROVIDED.** The **VILLAGE** shall provide to the **SCHOOL DISTRICT** the services of one (1) on-duty police officer, hereinafter referred to as the "**SRO**" for placement at the four **SCHOOL DISTRICT** sites within the **VILLAGE**. The primary placement site shall be Lakeview Technical Academy; however, the **SRO** will dedicate two-four (2-4) hours per week to Prairie Lane Elementary, Pleasant Prairie Elementary, and Whittier Elementary schools during the course of a typical school work week.

The **SRO** shall be assigned by the Chief of Police consistent with the provisions of applicable collective bargaining agreements and shall be subject to approval of the **SCHOOL DISTRICT**. Such approval shall be in written and dated form and shall be signed by the **SCHOOL DISTRICT** Superintendent or designee. In the event that the **SCHOOL DISTRICT** elects not to approve the **SRO** assigned by the Chief, the **VILLAGE** may offer another candidate or such objection may result in the position

not being filled, whereupon there will be no reimbursement required of the **SCHOOL DISTRICT** and this agreement shall be null and void. The **SRO** shall carry such Police Department issued equipment, as deemed necessary by the Chief of Police.

**B. VILLAGE EMPLOYEES.** The **SRO** shall be an employee of the **VILLAGE** and under the control and direction of the Chief of Police.

**C. REPORTING RELATIONSHIP.** The **SRO** shall perform his/her duties in collaboration with the **SCHOOL DISTRICT** and shall respond to reasonable requests of the **SCHOOL DISTRICT** officers and employees.

**D. EVALUATION OF SRO.** The **VILLAGE** shall evaluate the **SRO** and shall solicit input from the **SCHOOL DISTRICT**, which shall not be unreasonably omitted from the evaluation.

**E. SERVICES PROVIDED BY SRO.** The **SRO** shall provide the following services to the **SCHOOL DISTRICT**:

1. Act in the capacity of a sworn, on-duty police officer.
2. Provide an armed law enforcement presence in the schools to which assigned.
3. Investigate or assist in the investigation of crimes, ordinance violations, and take the appropriate enforcement action.
4. Patrol school buildings, grounds and parking lots to which assigned for the purpose of enforcing State and **VILLAGE** laws and ordinances under his/her jurisdiction as well as detecting violations of **DISTRICT** policies or rules.
5. Perform school safety drills with the school administrator.
6. Train students and staff in areas appropriate to his/her expertise.
7. The **SRO** will act as a mentor to students facing in-school disciplinary action in an attempt to address the root cause of issues which led to the disciplinary action.
8. The SRO will not be utilized by the Village of Pleasant Prairie Police Department or the Kenosha Unified School District as having a role as a disciplinarian for infractions of school rules.

**F. Village of Pleasant Prairie Police Department Responsibilities include the following:**

- Administrative duties including payroll and scheduling.
- Providing uniforms, equipment, vehicle and vehicle maintenance as deemed necessary by the Chief of Police.
- Provide direct supervision.
- Programming supervision.
- Review all police related reports and process as appropriate.
- Provide for training needs of the SRO.
- Insure compliance with grant requirement.
- The ongoing evaluation of the SRO with input from the School District.
- Provide all worker benefits.

**G. Kenosha Unified School District Responsibilities:**

- Remit payment to the Village of Pleasant Prairie as directed in the agreement.
- Provide adequate work space within the four schools serviced by the SRO.
- Allow access to normal office equipment required to conduct daily business.
- Allow access to student records required by the SRO to conduct mentoring, or to aid in the interactions between the SRO and students including school class schedules and parental contact information.
- Assignment of a designated school contact person for the SRO to report to within each of the four schools.
- Provide feedback on the performance of the SRO on a regular basis.

**H. TIME OF SERVICE.** The **SRO** shall be assigned to designated school building of the **SCHOOL DISTRICT** during each day that school is in session for students from the first (1<sup>st</sup>) day of the School Year in September, until the last school day of the School Year for the term of this agreement. The **SRO's** workday shall be consistent with each school's teacher workday within the boundaries of any requirements of the Collective Bargaining Agreement. In the event that school hours as described above extend to greater than his/her scheduled shift in any given day, the Chief or the **SCHOOL DISTRICT** Superintendent or designee may modify the hours of service, within the limits of the applicable labor agreement. Any overtime must be approved

in advance by the **SCHOOL DISTRICT** Superintendent or designee and will be charged to the **DISTRICT** at the rate of time and one half consistent with the existing labor agreement between the **VILLAGE** and it's Police Officers. Time that the **SRO** spends testifying in a Court of Law or Administrative Hearing as to any event occurring while on assignment under this Agreement as provided herein, shall be considered time of service provided to the **SCHOOL DISTRICT**.

- I. **EMERGENCY.** The **SCHOOL DISTRICT** acknowledges its' understanding that the **VILLAGES'** Police Department manpower is limited and that for this reason the **SRO** is subject to being assigned to other emergency calls, at the discretion of the Chief of Police. The **VILLAGE** acknowledges its desire to keep such assignments to a minimum and that in such cases the **DISTRICT** shall not be charged for time spent on non-district business.
- J. **VACATION/ILLNESS.** The **SCHOOL DISTRICT** acknowledges that the **VILLAGE** is assigning its officer as a **SRO** and will replace the officer in the event of an extended leave in excess of two weeks. **SCHOOL DISTRICT** further acknowledges that the **SRO** is covered by a labor agreement that requires the **VILLAGE** to compensate him/her during absences from work for illness, vacations, and other authorized absences. The failure of the **VILLAGE** to provide a **SRO** to the **SCHOOL DISTRICT** on a given school day due to an excused absence consistent with the provisions of the labor agreement will not result in any reduction in the consideration due to the **VILLAGE** provided herein. It is the desire of the **VILLAGE** that the **SRO** take vacations and other time off during periods when school is not in session. Both the **VILLAGE** and the **SCHOOL DISTRICT** acknowledge, however, that this is a subject of bargaining and will be governed by the provisions of the applicable labor agreement. The **SRO** shall notify the school administrator at his/her assigned school of his/her absence in a timely manner.
- K. **APPOINTMENT OF AGENT.** The **SCHOOL DISTRICT** policy allows for the searching of lockers, backpacks and containers of students by **SCHOOL DISTRICT** officials as required to ensure the security of the school and the safety of staff and students. The **SCHOOL DISTRICT** hereby delegates such authority as the **SCHOOL**

**DISTRICT** has to the **SRO**, and hereby appoints the **SRO** as its' agent, without relinquishment of its' own authority in this respect.

**III. GRANT WRITING.** In order to provide for the increase in personnel necessary to provide **SRO(S)**, the **VILLAGE** and the **SCHOOL DISTRICT** may continue to apply for grants from the U.S. Department of Justice and the Office of Community Oriented Policing Services, as well as other sources.

**IV. RESPONSIBILITY OF SCHOOL DISTRICT**

- A. COMPENSATION.** The **SCHOOL DISTRICT** shall pay to the **VILLAGE**, through the Department of Finance, for services provided by one (1) **SRO** at their individual daily rate of pay and benefits for the actual days the officer works in the schools as a **SRO**. An itemized listing of the **SRO**, his/her salary, all applicable benefits and the number of contract days must be provided to the **SCHOOL DISTRICT** at the end of the school year. The **VILLAGE** shall be paid by the **SCHOOL DISTRICT** no later than the fifteenth (15<sup>th</sup>) day of each month October through June of the school year. The annual charge for the term of this agreement shall be adjusted to include increases in pay and fringe benefits established in the Collective Bargaining Agreement between the **VILLAGE** and its' Police Officers. All monthly payments shall be equal based on the **SRO** having performed services for 182 days of the 260-day work year. Therefore, the **SCHOOL DISTRICT** shall reimburse the **VILLAGE** 70% of the portion of salary and benefits the **VILLAGE** is responsible for as specified in the COPS Hiring Program grant. The **VILLAGE** portion increases over a four-year period from 15% in year one, 35% in year two, 50% in year three, to 100% in year four. If the cumulative total of absences related to in-service, illness or vacation for any officer exceeds 15 days at school year-end, the amount due for the final month shall be pro-rated to eliminate the days in excess of 15 and reflected as a reduction in the final invoice. Failure to bill the **SCHOOL DISTRICT** within forty-five (45) days of the end of the **SCHOOL DISTRICT's** fiscal year shall result in the waiving of the invoice.
- B. VEHICLES.** The **SCHOOL DISTRICT** shall compensate the **VILLAGE** for the use of **VILLAGE** owned vehicles for activities related to the provision of **SRO** services to the **DISTRICT**. Such compensation shall be at the rate of .30 cents per mile traveled.

**V. INDEMNITY AND HOLD HARMLESS.**

**A. SCHOOL DISTRICT TO INDEMNIFY AND HOLD HARMLESS VILLAGE.**

1. The **SCHOOL DISTRICT** shall indemnify and hold harmless the **VILLAGE** and its' officers and employees from and against any liability, claim, award, costs, expenses, loss, damage, judgment, or attorney fees that they may incur or be required to pay arising out of a complaint that the **SRO**, while on premises owned or controlled by the **SCHOOL DISTRICT**, and within the scope of his employment under the terms and conditions of the agreement, failed to provide security for the building or its' occupants.

**B. VILLAGE TO INDEMNIFY AND HOLD HARMLESS THE SCHOOL DISTRICT.** The **VILLAGE** shall indemnify and hold harmless the **SCHOOL DISTRICT** and its' officers and employees from and against any liability, claim, award, costs, expenses, loss, damage, judgment, or attorney fees that they may incur, sustain, or be required to pay should any person or party suffer or sustain death, personal injury, property loss, or damage arising out of the **SRO** performing law enforcement duties as a police officer pursuant to this Agreement. However, the **VILLAGE** shall not indemnify and hold harmless the **SCHOOL DISTRICT** for any claim of negligent provision or insufficient provision of security when the **SRO** is acting within the terms and conditions of the agreement, nor a claim arising out of the **SRO** acting as the **SCHOOL DISTRICT'S** agent pursuant to Subsection II.I.

**VI. COMMITMENT AND TERMINATION.**

**A.** The **SCHOOL DISTRICT** acknowledges it understands that the **VILLAGE** must hire new personnel to facilitate the provision of the services of the **SRO** to the **SCHOOL DISTRICT** and therefore agrees to maintain the **SRO** program at its Pleasant Prairie sites for a period of four (4) full school years commencing with the first day of school in the month of September following the date of execution of this agreement.

**B.** This Agreement may be terminated upon ten (10) days advance, written notice for material breach of the terms and conditions hereof. Any failure to perform an obligation under the contract constitutes a breach and is actionable in a Court of Law without notice of right to cure breach.

**VII. NOTICES.** All notices shall be directed to the parties as follows:

- To the **VILLAGE**, at the Office of the Chief of Police, 8600 Green Bay Road, Pleasant Prairie, Wisconsin 53158.
- To the **SCHOOL DISTRICT**, at the Office of the Assistant Superintendent of Business 3600-52<sup>nd</sup> Street, Kenosha, Wisconsin 53144

Any notice required shall be in writing and may be personally delivered or mailed by Registered Mail, return receipt requested, postage prepaid, through the United States Postal Service or equivalent private delivery service. Time of service is at the time of delivery if service is made by personal delivery; at the time of receipt of service by mail or private delivery service.

**VIII. ENTIRE AGREEMENT.** The full agreement of the parties is expressed herein and no verbal or written understandings or agreements shall alter, change, or modify the terms of the Agreement unless in writing and signed by both parties as an amendment to this Agreement.

**IX. SEVERABILITY.** If any of the terms of this Agreement, except for consideration, are determined by a Court of competent jurisdiction to be invalid or inoperative, all remaining terms shall remain in full force and effect.

**X. NO THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of the parties, and no benefits or rights are intended or created by this Agreement, for the benefit of any third party.

**XI. AUTHORIZATION.**

**A. VILLAGE** enters into this Agreement by Authority of action taken by its Village Board of Trustees on the \_\_\_\_\_ day of \_\_\_\_\_, 201<sup>6</sup>.

**B. SCHOOL DISTRICT** enters into this Agreement by authority of action taken by its Board of Education on the 18 day of February, 201<sup>6</sup>.

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**  
A Municipal Corporation

BY: \_\_\_\_\_  
JOHN P. STEINBRINK, Village President

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
MICHAEL R. POLLOCOFF, Administrator

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
DAVID B. SMETANA, Chief of Police

DATED: \_\_\_\_\_

STATE OF WISCONSIN )  
                                  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
JOHN P. STEINBRINK, Village President, and MICHAEL R. POLLOCOFF, Administrator of the **VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**, Wisconsin municipal corporation, to me known to be such Village President and Administrator of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said Village, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI  
My Commission expires: \_\_\_\_\_

**KENOSHA UNIFIED SCHOOL DISTRICT NO. 1**

A Common School District

BY: Tamara A. Coleman  
School Board President

DATED: 2-18-16

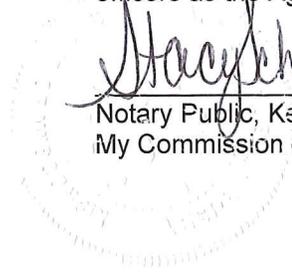
BY: Dr. Joseph James  
Superintendent of Schools

DATED: 2-18-16

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this 18 day of February, 2016.  
Tamara A. Coleman School Board President, of the **KENOSHA UNIFIED SCHOOL DISTRICT NO. 1**,  
a common school district, to me known to be such Superintendent and School Board President of said  
common school district, and acknowledged to me that they executed the foregoing instrument as such  
officers as the Agreement of said school district, by its authority.

Stacy Maden Busz  
Notary Public, Kenosha County, WI  
My Commission expires: 4-8-18





**Date:** March 7, 2016

**To:** Michael Pollocoff, Village Administrator  
Members of the Pleasant Prairie Village Board of Trustees

**From:** Chris Christenson  
Communications Director

**RE:** Printing and mailing services for the remaining ten issues of the 2016 Village Newsletter (March through December)

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In the interest of securing the most competitive, responsible bid for printing and mailing services for the 2016 Village Newsletter, we solicited proposals for annual printing and mail services during 2015. Vanstone, a new company, returned the lowest bid for the project. Vanstone had limited references but assured me that they had the equipment necessary to complete the job per the specifications listed in the RFP for the project. A contract was awarded to Vanstone Inc. of Racine on December 7, 2015.

On Monday, February 22, I received an email from Vanstone indicating that, over the weekend of February 19, they had evaluated their ability to fulfill the terms of our contract. They sought approval for standing overtime to complete our project per the contract and indicated that they were unsuccessful in doing so. The representative indicated that his management team approved an immediate withdrawal from the contract.

Following receipt of this email, I contacted InTech, the next lowest, qualified bidder from the 14 sealed bids received for the 2016 project. InTech was the print vendor for the newsletter during 2015. They provided consistent, quality work and service during 2015 and have agreed to honor their proposal for the remaining ten (10) issues of the 2016 Village Newsletter.

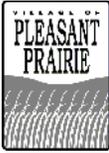
**Recommendation:**

It is my recommendation that a new contract for printing and mailing services for the remaining ten (10) issues of the 2016 Village Newsletter be awarded to InTech of LaCrosse, Wisconsin per their proposal received on November 23, 2015.

### Bids Received for 2016 Village Newsletter Printing/Mailing Services

Vendor Name	Location		12-page issue*	8-page issue*	4-page issue*	Can meet 4-day turnaround consistently	Charge for overruns	Charge for requested changes	Per issue cost honored throughout the year	Exceptions
Central Printing	Delavan, WI	2/c	\$2,103.00	<b>\$1,718.00</b>	\$911.00	yes	per agreement	\$70/hr	yes	none
		4/c	\$3,439.48	\$2,302.00	\$1,251.00					
Color Direct Reprographic Technologies Inc	Milwaukee, WI	2/c	\$5,568.33	<b>\$4,093.15</b>	\$2,739.58	yes	print to count	pre-proof approval free	yes	yes
		4/c	\$5,568.33	\$4,093.15	\$2,739.58					
Documation	Eau Claire, WI	2/c	\$2,945.00	<b>\$2,247.50</b>	\$1,162.50	no	up to 1%	\$75/hr	yes	delivery/file delivery
		4/c	\$2,945.00	\$2,247.50	\$1,162.50					
InTech	La Crosse, WI	2/c	\$2,192.00	<b>\$1,339.00</b>	\$1,014.00	yes	upon request	included	yes	none
		4/c	\$2,494.00	\$1,566.00	\$1,091.00					
Johnson Litho Graphics	Eau Claire, WI	2/c	\$2,085.00	<b>\$1,400.00</b>	\$1,090.00	yes	billed/request	not provided	yes	none
		4/c	\$2,540.00	\$1,660.00	\$1,335.00					
JP Graphics	Appleton, WI	2/c	\$1,340.00	<b>\$1,911.00</b>	\$2,531.00	yes	print to count	\$25 for new file	yes	none
		4/c	\$1,533.00	\$2,052.00	\$2,832.00					
LaCrosse Graphics	La Crosse, WI	2/c	\$2,338.74	<b>\$1,594.36</b>	\$1,286.81	yes	print to count	not provided	yes	none
		4/c	\$2,960.38	\$1,989.67	\$1,518.92					
The Printery	New Berlin, WI	2/c	\$3,090.00	<b>\$2,183.00</b>	\$1,542.00	yes	20% discount if requested	\$20/page	yes	none
		4/c	\$3,445.00	\$2,368.00	\$1,757.00					
Ripon Printers	Ripon, WI	2/c	\$2,369.00	<b>\$1,692.00</b>	\$1,429.00	yes	up to 2%	not provided	no not for paper	none
		4/c	\$2,674.00	\$1,924.00	\$1,633.00					
Roto-Graphics Printing	Wausau, WI	2/c	\$2,935.00	<b>\$2,285.00</b>	\$1,524.00	yes	no charge	\$50/hr if extensive	no not for paper	none
		4/c	\$3,685.00	\$2,785.00	\$1,743.00					
SUN Printing	Wausau, WI	2/c	\$2,493.00	<b>\$2,475.00</b>	\$1,270.00	yes	billed/request	hourly rate not provided	yes	won't mail through PPPO
		4/c	\$2,817.00	\$2,733.00	\$1,394.00					
Vanstone Inc.	Racine, WI	2/c	\$2,110.00	<b>\$1,282.00</b>	\$985.00	yes	25% if requested	Included	Yes	none
		4/c	\$2,395.00	\$1,498.00	\$1,065.00					
Vision Integrated Graphics	Chicago, IL	2/c	\$2,712.00	<b>\$1,913.00</b>	\$1,498.00	yes	up to 3%	\$80/hr	yes	none
		4/c	\$3,323.00	\$2,062.00	\$1,754.00					
Woodward Printing Services	Platteville, WI	2/c	\$2,728.00	<b>\$1,947.00</b>	\$1,283.00	yes	print to count	not provided	yes	none
		4/c	\$2,835.00	\$2,017.00	\$1,323.00					

\*To be included in cost: prepress, printing, folding, tabbing, mailing preparation, and delivery to the Pleasant Prairie Post office.



# Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	<b>160553-00</b>

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VILLAGE OF PLEASANT PRAIRIE  
 9915 39TH AVENUE  
 PLEASANT PRAIRIE, WI 53158  
 262-694-1400

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INTECH INTEGRATED MARKETING SERVICES LLC  
 2009 WEST AVENUE SOUTH  
 LA CROSSE WI 54601

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
		661	Christine Lopour

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
02/24/2016	3545			Administration

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	Print/mail services for Villag The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Print/Mail services for remaining 10 issues of monthly Village Newsletter	10.0	EACH	\$1,339.000	\$13,390.00

By *Michael Deery*  
 Village Administrator

<b>PO Total</b>	<b>\$13,390.00</b>
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## ***Statewide Services, Inc.***

**Claim Division**

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

February 19, 2016

Village of Pleasant Prairie  
Attn: John Steinbrink  
9915 39<sup>th</sup> Ave  
Pleasant Prairie WI 53158

Program: League of Wisconsin Municipalities Mutual Insurance  
Our Insured: Village of Pleasant Prairie  
Date of loss: 10/01/2015  
Our Claim # WM000301740140  
Claimant: Encompass Indemnity Co (Insured = Scott Phillips)  
Fax# 866-434-7027  
Claim # Z5186919 BA

Dear Mr. Steinbrink,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the Village of Pleasant Prairie. We are in receipt of the claim submitted by Encompass Indemnity for damage to a vehicle owned by their insured Scott Phillips.

We have reviewed the matter and recommend that the Village of Pleasant Prairie deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that the investigation revealed no negligence on behalf of the Village. The Village tree does not block the stop sign in question as Scott Phillips alleges.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,

Sarah Bourgeois

PO Box 5555

Madison, WI. 53705-0555

800-545-2190 Phone

800-854-1537 Fax

[sbourgeois@statewidesves.com](mailto:sbourgeois@statewidesves.com)

CC: Rick Kalscheuer



**Encompass**  
Creating protection around you

Z5 - Woodridge  
PO BOX 660187  
DALLAS TX 75266-0187

**RECEIVED**  
**JAN 22 2016**  
**Village of Pleasant Prairie**

VILLAGE OF PLEASANT PRAIRIE-PUBLIC WORKS  
9915 39TH AVE  
PLEASANT PRAIRIE WI 53158-6501

January 20, 2016

INSURED: Scott Phillips  
DATE OF LOSS: October 01, 2015  
CLAIM NUMBER: Z5186919 T9

PHONE NUMBER: 800-262-5238  
FAX NUMBER: 855-219-7427  
OFFICE HOURS: Mon - Fri 9:00AM to 4:00PM

**Re: Initial Notice of Subrogation Claim**

Dear VILLAGE OF PLEASANT PRAIRIE-PUBLIC WORKS,

We're writing to let you know that we have investigated the claim listed above, and we believe you are responsible for the related loss. After we pay for our insured's damages, Encompass Indemnity Company will have the legal right to seek reimbursement from you for the damages we have paid. Please accept this letter as our initial notice of the coming claim.

If you have insurance, please complete the information below regarding your insurance carrier, and return this letter in the provided envelope. I would encourage you to promptly notify your "Liability" insurance carrier so it may protect your interest as well as Encompass Indemnity Company's.

Your Insurance Carrier Information:

Insurance Carrier: \_\_\_\_\_ Claim Number: \_\_\_\_\_  
Address: \_\_\_\_\_ Claim Representative: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Please direct your reply or correspondence to the address listed above. Once we have made a payment to our insured, we will forward copies of supporting documents and paid estimates to you or your insurance carrier.

Please give this letter your immediate attention. We appreciate your assistance. Please contact us if there is anything more we can do to help you at this time.

Sincerely,

*Christy Allen*

Christy Allen  
630-972-2418  
Encompass Indemnity Company



Account No. 30865

ENCOMP-IL FX

Attention : Madeline Perez

**ENCOMPASS INSURANCE**

Customer Service:

Metro Reporting Customer Support 1-800-245-6686 or help@metroreporting.com

Metropolitan Reporting Bureau  
BOX 926, William Penn Annex  
Philadelphia, PA 19105-0926  
FAX (800) 343-9047

Type of Report: AUTO ACCIDENT

INSURED : SCOTT PHILLIPS  
CLAIM NUMBER: Z5186919 MP  
POLICY NUM. :  
DATE OF LOSS: 10/01/15  
LOSS STREET : 74TH ST AND 88TH AVE  
LOSS CITY : KENOSHA WI  
POLICE DEPT.: PLESANT PRAIRIE PD  
REPORT NUM. : 15-16750  
INS. DRIVER : PHILLIPS SCOTT  
OTHER DRIVER:  
PCT./DIST. :  
DESC.OF OTHER:

THANK YOU FOR THE ORDER!

Any questions or problems please feel free to contact us.

PH. (800) 245-6686 or Help@metroreporting.com



\*5036443690\*

**Wisconsin Motor Vehicle Accident Report** **HKQGTZH**  
 MV4000e 01/2005

PK2012

POLICE # 15-16750

ACCIDENT # 15-16750

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number HKQGTZH		Document Override Number	
Agency Accident Number 15-16750				Police Number 15-16750					
4 - Accident Date 10/01/2015		5 - Time of Accident (Military Time) 1944		6 - Total Units 02		7 - Total Injured 03		8 - Total Killed 00	
2 - County KENOSHA - 30		3 - Municipality PLEASANT PRAIRIE - 56, VILLAGE				11 - Accident Location INTERSECTION			
14 - On Hwy No.		14 - On Street Name CTH H			14 - Bus/Frnt/Rmp		15 - Est. Distance		15 - Hwy. Dir
16 - Fr/At Hwy No.		16 - From/At Street Name 74TH ST			16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude 42.567742		13 - Longitude -87.914216			
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision ANGLE					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type BLACKTOP, BITUMINOUS, OR ASPHALT - 2			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DARK-LIGHTED			116 - Road Surface Condition DRY			118 - Weather CLEAR			
9 <input type="checkbox"/> Hit and Run		9 <input type="checkbox"/> Government Property		9 <input type="checkbox"/> Fire		9 <input checked="" type="checkbox"/> Photos Taken		9 <input type="checkbox"/> Trailer or Towed	
9 <input type="checkbox"/> Truck, Bus, or Hazardous Materials			9 <input type="checkbox"/> Load Spillage		9 <input type="checkbox"/> Construction Zone		9 <input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

**Operator/Pedestrian**

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel EAST		24 - Speed Limit 25	
36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number P412760285477		30 - State MI	31 - Expiration Year 2016	34 - On Duty Accident			
25 - Operator/Pedestrian Last Name PHILLIPS			25 - First Name SCOTT		25 - Middle Initial G	25 - Suffix	
32 - Date Of Birth 06/22/1954		33 - Sex MALE					
26 - Address Street & Number 4566 BENCHLEY DR						26 - PO Box	
27 - City BEAVERTON		27 - State MI	27 - Zip Code 48612-8643		28 - Telephone Number (989) 280-0794 EXT.		
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)				40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED			
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag DEPLOYED		42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing GOING-STRAIGHT			120 - Traffic Control STOP-SIGN		62 - No. of Citations Issued 1		
64 - 1st Statute No. 346.46(1)	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.		64 - 5th Statute No.		
122 - Driver Factors DISREGARDED-TRAFFIC-CONTROL							
88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT					
90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST NOT GIVEN			

OPERATOR/PEDESTRIAN 01

**Wisconsin Motor Vehicle** **HKQGTZH**

**Accident Report** MV4000e 01/2005

PK2012

91 - Drugs Reported
124 - Highway Factors NOT-APPLICABLE

**Vehicle**

<b>VEHICLE 01</b>	21 - Unit Type <b>AUTOMOBILE</b>		Vehicle Type <b>PASSENGER-CAR</b>			22 - Total Occupants <b>3</b>
	56 - License Plate Number <b>6JSX69</b>		57 - Plate Type <b>AUT</b>	58 - State <b>MI</b>	59 - Exp Year <b>2016</b>	55 - Vehicle Identification Number <b>JTDKN3DU3C1589908</b>
	50 - Year <b>2012</b>	51 - Make <b>TOYT</b>	52 - Model <b>PRIUS</b>	53 - Body Style <b>4D - 4DR</b>	54 - Color <b>RED</b>	100 - Skidmarks to Impact (Ft) <b>0</b>
	94 - Vehicle Damage <b>FRONT, FRONT DRIVER SIDE, FRONT PASSENGER SIDE</b>					
	95 - Extent Of Damage <b>SEVERE</b>		96 <input checked="" type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By <b>JANTZ TOWING</b>	
	123 - Vehicle Factors NOT-APPLICABLE					

**Vehicle Owner**

<b>VEH OWNER 01</b>	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name <b>PHILLIPS</b>		46 - First Name <b>JILL</b>	46 - Middle Initial <b>M</b>	46 - Suffix	Date Of Birth <b>05/30/1955</b>
	46 - Company Name					
	47 - Address Street & Number <b>4566 BENCHLEY DR</b>			47 - PO Box		
	48 - City <b>BEAVERTON</b>		48 - State <b>MI</b>	48 - Zip Code <b>48612-8643</b>	49 - Telephone Number <b>(989) 280-0063 EXT.</b>	

**Insurance**

<b>INS 01</b>	63 - Liability Insurance Company <b>ENCOMPASS-INSURANCE-CO-OF-AMERICA</b>				60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name <b>PHILLIPS</b>		61 - Policy Holder First Name <b>JILL</b>		
	61 - Policy Holder Company				

**School Bus**

<b>BUS 01</b>	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Operator/Pedestrian**

Unit Status		81 - Most Harmful Event: Collision With <b>MOTOR VEHICLE IN TRANSPORT</b>		23 - Dir Of Travel <b>NORTH</b>	24 - Speed Limit <b>35</b>
36 - Operating as Classified <b>D CLASS</b>		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number <b>L5120148762300</b>		30 - State <b>WI</b>	31 - Expiration Year <b>2022</b>	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name <b>LENFESTEY</b>			25 - First Name <b>ASHLEY</b>	25 - Middle Initial <b>NICOLE</b>	25 - Suffix
32 - Date Of Birth <b>04/03/1987</b>		33 - Sex <b>FEMALE</b>			

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<b>OPERATOR/PEDESTRIAN 02</b>	26 - Address Street & Number 815 8TH ST # M09				26 - PO Box	
	27 - City RACINE		27 - State WI	27 - Zip Code 53403	28 - Telephone Number (262) 496-9570 EXT.	
	39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
	38 - Injury Severity C - POSSIBLE INJURY		41 - Airbag DEPLOYED	42 - Ejected NOT-EJECTED		44 <input checked="" type="checkbox"/> Medical Transport
	43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location	92 - Pedestrian Action		
	119 - What Driver Was Doing GOING-STRAIGHT		120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors NOT-APPLICABLE					
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
	90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST NOT GIVEN	
	91 - Drugs Reported					
	124 - Highway Factors NOT-APPLICABLE					

**Vehicle**

<b>VEHICLE 02</b>	21 - Unit Type AUTOMOBILE			Vehicle Type PASSENGER-CAR		22 - Total Occupants 6
	56 - License Plate Number 407UTE		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2015	55 - Vehicle Identification Number 5FNRL5H45FB102522
	60 - Year 2015	51 - Make HOND	52 - Model ODYSSEY EX	53 - Body Style MV - MINI VAN	54 - Color BLK	100 - Skidmarks to Impact (Ft) 0
	94 - Vehicle Damage MIDDLE DRIVER SIDE, REAR DRIVER SIDE, REAR, REAR PASSENGER SIDE, MIDDLE PASSENGER SIDE, FRONT PASSENGER SIDE					
	95 - Extent Of Damage SEVERE		96 <input checked="" type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By JENSEN TOWING	
	123 - Vehicle Factors NOT-APPLICABLE					

**Vehicle Owner**

<b>VEH OWNER 02</b>	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name LENFESTEY		46 - First Name ASHLEY	46 - Middle Initial NICOLE	46 - Suffix	Date Of Birth 04/03/1987
	46 - Company Name					
	47 - Address Street & Number 815 BTH ST # M09			47 - PO Box		
	48 - City RACINE		48 - State WI	48 - Zip Code 53403	49 - Telephone Number (262) 496-9570 EXT.	

**Insurance**

<b>INS 02</b>	63 - Liability Insurance Company PROGRESSIVE-CASUALTY-INS-CO		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name LENFESTEY		61 - Policy Holder First Name ASHLEY
	61 - Policy Holder Company		

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**School Bus**

<b>BUS 02</b>	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Occupant**

<input type="checkbox"/> Address Same As Operator						
<b>OCCUPANT 01</b>	65 - Unit No 01	66 - Occupant Last Name PHILLIPS	66 - First Name JILL	66 - Middle Initial M	66 - Suffix	
	68 - Address Street & Number 4566 BENCHLEY DR		68 - PO Box			
	68 - City BEAVERTON		68 - State MI	68 - Zip Code 48612-8643		
	67 - Date of Birth 05/30/1955		69 - Sex F			
	71 - Seat Position FRONT-SEAT-RIGHT-SIDE-(TRAIN ENGINEER)		72 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED			
	70 - Injury Severity N - NO APPARENT INJURY		73 - Airbag DEPLOYED	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
	76 - Trapped/Extricated NOT-TRAPPED		78 - Agency Space			

**Occupant**

<input type="checkbox"/> Address Same As Operator						
<b>OCCUPANT 02</b>	65 - Unit No 01	66 - Occupant Last Name ERVIN	66 - First Name NANCY	66 - Middle Initial H	66 - Suffix	
	68 - Address Street & Number 2504 HAYES AVE		68 - PO Box			
	68 - City RACINE		68 - State WI	68 - Zip Code 53405		
	67 - Date of Birth 10/14/1928		69 - Sex F			
	71 - Seat Position SECOND-SEAT-RIGHT		72 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED			
	70 - Injury Severity N - NO APPARENT INJURY		73 - Airbag DEPLOYED	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
	76 - Trapped/Extricated NOT-TRAPPED		78 - Agency Space			

**Occupant**

<input type="checkbox"/> Address Same As Operator						
<b>OCCUPANT 03</b>	65 - Unit No 02	66 - Occupant Last Name LENFESTEY	66 - First Name KENNETH	66 - Middle Initial A	66 - Suffix III	
	68 - Address Street & Number 815 8TH ST # M09		68 - PO Box			
	68 - City RACINE		68 - State WI	68 - Zip Code 53403		
	67 - Date of Birth 01/17/1987		69 - Sex M			
	71 - Seat Position THIRD-ROW-RIGHT-SIDE		72 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED			
	70 - Injury Severity N - NO APPARENT INJURY		73 - Airbag DEPLOYED	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
	76 - Trapped/Extricated NOT-TRAPPED		78 - Agency Space			

**Occupant**

**Wisconsin Motor Vehicle Accident Report** MV4000e 01/2005 **HKQGTZH**

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<input type="checkbox"/> Address Same As Operator					
65 - Unit No 02	66 - Occupant Last Name ZIRKELBACH	66 - First Name NANCY	66 - Middle Initial C	66 - Suffix	
<b>OCCUPANT 04</b>	68 - Address Street & Number 1100 FOUNTAIN HILLS DR #222B		68 - PO Box		
	68 - City RACINE	68 - State WI	68 - Zip Code 53406		
	67 - Date of Birth 06/24/1933		69 - Sex F		
	71 - Seat Position FRONT-SEAT-RIGHT-SIDE-(TRAIN ENGINEER)		72 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
70 - Injury Severity N - NO APPARENT INJURY		73 - Airbag DEPLOYED	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
76 - Trapped/Extricated NOT-TRAPPED		78 - Agency Space			

**Occupant**

<input type="checkbox"/> Address Same As Operator					
65 - Unit No 02	66 - Occupant Last Name LENFESTEY	66 - First Name ISABELLE	66 - Middle Initial A	66 - Suffix	
<b>OCCUPANT 05</b>	68 - Address Street & Number 815 8TH ST # M09		68 - PO Box		
	68 - City RACINE	68 - State WI	68 - Zip Code 53403		
	67 - Date of Birth 12/22/2014		69 - Sex F		
	71 - Seat Position SECOND-SEAT-LEFT-SIDE-(MC/BIKE PASSENGER, TRAIN BREAKMA		72 - Safety Equipment CHILD-SAFETY-SEAT-USED		
70 - Injury Severity C - POSSIBLE INJURY		73 - Airbag DEPLOYED	75 - Ejected NOT-EJECTED	77 <input checked="" type="checkbox"/> Medical Transport	
76 - Trapped/Extricated NOT-TRAPPED		78 - Agency Space			

**Occupant**

<input type="checkbox"/> Address Same As Operator					
65 - Unit No 02	66 - Occupant Last Name LENFESTEY	66 - First Name ADDISON	66 - Middle Initial J	66 - Suffix	
<b>OCCUPANT 06</b>	68 - Address Street & Number 815 8TH ST # M09		68 - PO Box		
	68 - City RACINE	68 - State WI	68 - Zip Code 53403		
	67 - Date of Birth 12/09/2009		69 - Sex F		
	71 - Seat Position THIRD-ROW-LEFT-SIDE-(SIDECAR: MOTORCYCLE PASSENGER)		72 - Safety Equipment CHILD-SAFETY-SEAT-USED		
70 - Injury Severity C - POSSIBLE INJURY		73 - Airbag DEPLOYED	75 - Ejected NOT-EJECTED	77 <input checked="" type="checkbox"/> Medical Transport	
76 - Trapped/Extricated NOT-TRAPPED		78 - Agency Space			

**Occupant**

<input type="checkbox"/> Address Same As Operator				
65 - Unit No 02	66 - Occupant Last Name GONZALEZ	66 - First Name ANNE	66 - Middle Initial P	66 - Suffix

**Wisconsin Motor Vehicle**  
**Accident Report** MV4000e 01/2005 **HKQGTZH**  
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<b>OCCUPANT 07</b>	68 - Address Street & Number <b>6545 MARINER DR</b>		68 - PO Box		
	68 - City <b>RACINE</b>		68 - State <b>WI</b>	68 - Zip Code <b>53406</b>	
	67 - Date of Birth <b>06/14/1972</b>		69 - Sex <b>F</b>		
	71 - Seat Position <b>SECOND-SEAT-RIGHT</b>			72 - Safety Equipment <b>SHOULDER-BELT-AND-LAP-BELT-USED</b>	
	70 - Injury Severity <b>N - NO APPARENT INJURY</b>		73 - Airbag <b>DEPLOYED</b>	75 - Ejected <b>NOT-EJECTED</b>	77 <input type="checkbox"/> Medical Transport
	76 - Trapped/Extricated <b>NOT-TRAPPED</b>		78 - Agency Space		

**Trailer**

<b>TRL 01</b>	106 - Power Unit Number	License Plate Number	Plate Type	State	Expiration Year
	Trailer Make		Unit Type		Vehicle Identification Number

**Diagram and Narrative**

<b>DIAGRAM AND NARRATIVE</b>	105 - Photos By <b>SGT JUNG</b>
<p>UNIT #1 EASTBOUND ON 74TH STREET APPROACHING STOP SIGN AT CTH H/88TH AVE. UNIT #2 NORTHBOUND ON CTH H/88TH AVE AT 74TH STREET. UNIT #1 FAILS TO STOP FOR THE STOP SIGN, ENTERS INTERSECTION AND STRIKES UNIT #2. OPERATOR OF UNIT #1 STATED HE IS UNFAMILIAR WITH THE AREA, AND DIDN'T SEE THE STOP SIGN BECAUSE OF A TREE GROWING TO THE WEST OF THE SIGN. OPERATOR OF UNIT #1 STATED HE DID NOT STOP AT THE STOP SIGN.</p>	

**Officer Information**

**Wisconsin Motor Vehicle**  
**Accident Report** MV4000e 01/2005 **HKQGTZH**

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<b>OFFICER INFORMATION</b>	125 - Officer Last Name <b>JUNG</b>		125 - First Name <b>PETER</b>		125 - Middle Initial		131 - Officer ID <b>159</b>		
	129 - Law Enforcement Agency No.			130 - Law Enforcement Agency Name <b>PLEASANT PRAIRIE POLICE DEPT</b>					
	126 - Law Enforcement Agency Address Street & Number <b>8600 GREEN BAY ROAD</b>								
	127 - City <b>PLEASANT PRAIRIE</b>			127 - State <b>WI</b>		127 - Zip Code <b>53158</b>		128 - Telephone Number <b>(262) 694-7105 EXT.</b>	
	132 - Date Notified <b>10/01/2015</b>		133 - Time Notified (Military Time) <b>1944</b>		134 - Time Arrived (Military Time) <b>1951</b>		135 - Date Of Report <b>10/01/2015</b>		
	<b>15-16750</b>		<b>15-16750</b>		19 - Special Study				
	18 - Agency Space								



**Statewide Services, Inc.**  
**Claim Division**  
**24 Hour Telephone: 877-204-9712**  
**FAX: 800-858-1536**  
**Email: StatewideClaimsReporting@statewidesvcs.com**

**NOTICE OF:**  
 **CLAIM** (Submitted for consideration of payment)  
 **INCIDENT NOTICE** (Record of purpose — may develop into claim)

**INSURED:**

Contact Person: \_\_\_\_\_ Title/Position: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Date Reported: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Term: \_\_\_\_\_

COVERAGE TYPE:  General Liability  Police Liability  Public Officials Liability  Auto Liability  Auto Physical Damage

LOSS INFORMATION - DESCRIBE HOW LOSS OCCURRED: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ATTACH ADDITIONAL COPIES AS NEEDED

REPORTED TO (POLICE OR FIRE DEPT.)		REPORT #	
LOCATION OF CLAIM/INCIDENT	DATE OF CLAIM/INCIDENT / /	TIME <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	DATE INSURED NOTIFIED / /

Department

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Admin/General Operations | <input type="checkbox"/> Other                                   | <input type="checkbox"/> Public Works – Solid Waste |
| <input type="checkbox"/> Electric Utility         | <input type="checkbox"/> Police                                  | <input type="checkbox"/> Public Works – Tree Care   |
| <input type="checkbox"/> EMS                      | <input type="checkbox"/> Public Works                            | <input type="checkbox"/> Sanitary Sewer Utility     |
| <input type="checkbox"/> Fire Dept. – Paid        | <input type="checkbox"/> Public Works – Park & Rec.              | <input type="checkbox"/> Water Utility              |
| <input type="checkbox"/> Fire Dept. - Volunteer   | <input type="checkbox"/> Public Works – Streets-Snow/Maintenance | <input type="checkbox"/> Other _____                |

<b>INSURED VEHICLE AUTO LOSS INFORMATION</b>			
VEH. NO.	YEAR, MAKE, MODEL	V.I.N. (VEHICLE IDENTIFICATION)	PLATE NO.
DRIVER'S NAME		RESIDENCE PHONE (A/C No.)	BUSINESS PHONE (A/C, No., Ext.)
DESCRIBE DAMAGE	DATE OF BIRTH	DRIVER'S LICENSE NUMBER	PURPOSE OF USE
	ESTIMATE AMOUNT	WHERE CAN VEHICLE BE SEEN?	
<b>INSURED PROPERTY LOSS INFORMATION</b>			
LOCATION OF LOSS		POLICE OR FIRE DEPT. TO WHICH REPORTED	
KIND OF LOSS (Fire, Wind, Explosion, Etc.)		PROBABLE AMOUNT ENTIRE LOSS	
DESCRIPTION OF LOSS & DAMAGE (Use reverse side, if necessary)			

PROPERTY OF OTHERS LOSS INFORMATION								
DESCRIBE PROPERTY (If auto, year, make, model, plate no.)			OTHER VEH/PROP. INS? <input type="checkbox"/> YES <input type="checkbox"/> NO		COMPANY OR AGENCY NAME & POLICY NO.			
OWNER'S NAME & ADDRESS		BUSINESS PHONE (A/C, No., Ext.)			RESIDENCE PHONE (A/C, No.)			
DESCRIBE DAMAGE		ESTIMATE AMOUNT			WHERE CAN DAMAGE BE SEEN?			
INJURED								
NAME & ADDRESS		PHONE (A/C, No.)		PED	INS. VEH.	OTHER VEH.	AGE	EXTENT OF INJURY
WITNESSES								
NAME & ADDRESS			BUSINESS PHONE (A/C, No., Ext.)		RESIDENCE PHONE (A/C, No.)			

PLEASE FORWARD THIS REPORT TO:

STATEWIDE SERVICES, INC.  
CLAIM DIVISION  
1241 John Q. Hammons Drive  
PO Box 5555, Madison, WI. 53705-0555

OR by FAX to 800- 858- 1536

OR by Email to: [StatewideClaimsReporting@statewidsvcs.com](mailto:StatewideClaimsReporting@statewidsvcs.com)

If a loss involves bodily injury, major property damage or a lawsuit, please call STATEWIDE SERVICES, INC, CLAIM DIVISION @ 1-877-204-9712. We will take the loss information from you or instruct you further as to what is necessary to do.



STOP

WELCOME  
ENTER

# MEMORANDUM

**To:** Village Board of Trustees  
**From:** John P. Steinbrink Sr.  
Village President  
**Date:** March 2, 2016  
**Re:** Commission Appointments

I recommend the following appointments to the committees for the terms listed below:

## Plan Commission

Debra Skarda

Term – May 1, 2018

\*\*fulfilling vacated term of Donald L. Hackbarth who resigned

\* \* \* \* \*