

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
December 1, 2014
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meeting – November 17, 2014
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. New Business
 - A. Consider Resolution #14-37 to grant a temporary limited easement and a negotiations diary for Parcel 16 owned by the Village relating to the 39th Avenue reconstruction project.
 - B. Consider Resolution #14-38 in support of Kenosha County's Petition to the Rail Commissioner to repair the Union Pacific Railroad Crossing on STH 50 (75th Street) in the vicinity of Cooper Road.
 - C. Consider award of contract for the 2015 Village Newsletter printing and mailing services.
 - D. Consider 2015 Mobile Home Park License renewal applications.
 - E. Consider an Animal Control Agreement with Clawz and Pawz.
 - F. Consider Operator license applications on file.
8. Village Board Comments
9. Adjournment.

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
November 17, 2014
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, November 17, 2014. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Clyde Allen, and Mike Serpe. Also present were Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; John Steinbrink Jr., Public Works Director; Sandro Perez, Inspection Superintendent; and Jane M. Romanowski, Village Clerk. Four citizens attended the meeting.

1. CALL TO ORDER

John Steinbrink:

Before we move to the Pledge of Allegiance, Tom, you had some special guests here today?

Tom Shircel:

Yes, tonight, Mr. President and Village Trustees, we have a Cub Scout Troop from Prairie Lane School, and they just completed a tour of the Village Hall, both upstairs, and we saved the best for last, of course, the fire department. They had a good time down there. And we thought we'd invite them in for tonight's Village Board meeting to lead the Pledge of Allegiance tonight. And we thank them for coming and for braving the cold weather, and I hope you had a good time.

John Steinbrink:

Very well, we'll go to Item 2, the Pledge of Allegiance. Please rise for the pledge. Troop?

2. PLEDGE OF ALLEGIANCE

John Steinbrink:

Thank you, Tom, and what is the Troop's number?

Tom Shircel:

I'm not quite sure. Maybe they could fill us in.

Steve Kumorkiewicz:

544.

--:

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Yes, that's right.

Tom Shircel:

544

Steve Kumorkiewicz:

And the reason I know that is because I was assistant Cub Master in that pack back in 1976 to '78, so I remember that. Thank you.

John Steinbrink:

That was a long time ago. That might have been before I was born. Thank you for being here this evening, and I hope you enjoyed your tour of the Village. There's always plenty to see. Did they put the anti-freeze in the water down there so it didn't freeze in the fire trucks? No, okay.

3. ROLL CALL

4. MINUTES OF MEETING - OCTOBER 20 AND NOVEMBER 3, 2014

Steve Kumorkiewicz:

Adopt as written.

Kris Keckler:

Second.

John Steinbrink:

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

KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE OCTOBER 20 AND NOVEMBER 3, 2014 VILLAGE BOARD MEETINGS AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KECKLER; MOTION CARRIED 5-0.

5. CITIZEN COMMENTS

Jane Romanowski:

We have one signup tonight, Dick Ginkowski.

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Dick Ginkowski:

Good evening. Dick Ginkowski, 9915 39th Avenue. As Municipal Judge I don't get a chance to report too often to let you know of some things that are happening. But I thought it would be timely tonight to mention a couple of things. Later this week I will attend, I'm one of the three of the 240 municipal judges in Wisconsin selected to attend the Wisconsin Judicial Conference in Appleton. And that's the meeting of all the circuit and appellate judges. So of the 240 of us only three were selected to be delegates. I'll be carrying a message that our community based municipal courts offer a significant but often misunderstood alternative to a more costly and sometimes less efficient criminal justice system in very minor cases where jail or probation isn't being considered and it makes more sense to conserve those resources for more serious cases and offenders.

Our municipal courts are self-sustaining. Not only do we pay our own way, but we actually send \$5 out of every citation that's adjudicated to the state. We are not cash register or kangaroo courts. We do listen to people, and we try to be accommodating for the most part. Our police department does a very, very, very good job, and it's very rare that we have to disagree and that's good.

But the other thing I wanted to point out to you as well is that the recent events in Ferguson and the St. Louis suburbs, and I have been consulting with the Missouri court system on improvements that are necessary in that area. There are some problems. Just a little tidbit, Ferguson, Missouri is about 1,000 more people than Pleasant Prairie. Last year our revenue from municipal fines in the Village was approximately \$323,000. It will probably be around \$350,000, \$360,000 this year. In Ferguson it was nearly \$2.6 million.

So many of those communities in the St. Louis suburbs and Ferguson isn't the first one. Thirty to 40 percent, or significant amounts of their municipal budgets, are being driven from those revenue sources. And that has caused some interesting issues within those communities, none of which are present here. And that is why we have been providing some guidance to the Missouri court system on how they might be able to improve things.

So it's been my honor and privilege to work with all of you and with our other departments and our police and fire department and our inspection department. And I look forward to that. But I wanted to at least give you a little bit of update on where we are. Also we have in place our accountability factors. We have been working with our collection agency partner in whittling down our backlog of unpaid court obligations. It will never be perfect, but certainly we have been very diligent in that area, and we've had good cooperation from everyone involved. Thank you so much and have a good meeting.

John Steinbrink:

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

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6. ADMINISTRATOR'S REPORT

Tom Shircel:

Just a quick update regarding the Village Hall and the ongoing construction around Village Hall and the new fire station. At some point this week, it was supposed to happen today, the main entrance here to Village Hall and to the auditorium are going to be closed. They're going to rip up the concrete there and put in new concrete. But, of course, it's weather dependent. They were supposed to start today, it's too cold. I don't know when the weather is going to break so just an FYI. And the temporary entrance will be right out here, the east side of the building. We'll have signage put up, and this will all be blocked off, so just an FYI that that will happen probably sometime this week weather permitting. And it will probably be closed for up to ten days. So just to let you know. That's all I have.

John Steinbrink:

Thank you, Tom.

7. NEW BUSINESS

- A. Receive Plan Commission recommendation and consider Ordinance #14-33 for a zoning text amendment to Section 420-139 B (2)(b) related to the required street setback for access to a Manufactured Home/Mobile Home within a licensed park.**

Jean Werbie-Harris:

Mr. President and members of the Board and the audience, the owners of the Westwood Manufactured Home Park are requesting an amendment to the Village zoning ordinance to allow for the setback for decks and porches, including steps and stairs, to encroach into the required street setback a maximum of four feet in order to allow for a minimum required deck or porch area for the required ingress or egress to a manufactured home.

Specifically, the amendment then would allow for the setback to encroach into the public right of way. Section 420-139 B (2)(b) is proposed to be amended to read as follows - and this is where we've made the modification - the required street setback distance for a deck or a porch including steps or stairs used for the minimum required ingress or egress to a manufactured or mobile home located within a licensed park may encroach up to four feet into the required street setback, but in no case shall the setback be reduced to less than ten feet from the Village's right of way or less than five feet from a private roadway as measured from the back of curb or the edge of the roadway pavement.

This modification and exception that we're requesting to be put into the zoning ordinance is very similar to a single family home modification and exception which does allow porches and decks to encroach into the setback only for the purposes of ingress and egress. So we're putting in a modification and exception in the mobile home park provision section in order for them to have that same encroachment for, just again, the ingress and egress. This was a matter that was before

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our Village Plan Commission for discussion and public hearing. They recommended approval. We do have a representative here from Westwood Estates who is actually asking for this modification to be approved by the Village Board.

And, again, one of the things I just want to mention as I mentioned at the Plan Commission meeting is that we do have an averaging principle which means that if there is structures or units on either side we do allow the distance to be averaged if they're closer to the road right of way. And we have that for both single family homes as well as manufactured homes. But this is just a little bit different because it also allows for an encroachment for that ingress or egress for up to four feet.

Michael Serpe:

Jean, could this have any way involving snowplowing where if they get a significant amount of snow could that snow be pushed into this patio porch? Would it be that close?

Jean Werbie-Harris:

You know, I don't think so. Specifically in the Westwood all of their new areas they're at 30 foot setback. And this is from the right of way or from the edge of that pavement. So it means that they would be at 26 feet from the right of way. And all the other mobile homes are on private streets. And I would say that they're at least 10 feet setback, again, from that edge of pavement. So, no, it should not be an issue or problem.

John Steinbrink:

Ma'am, did you have anything to add? Jean has covered it pretty well, right?

Steve Kumorkiewicz:

Make a motion to approve Village ordinance Chapter 420, Ordinance 14-33.

Clyde Allen:

Second.

John Steinbrink:

Motion by Steve, second by Clyde. Any further discussion on this item?

KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND CONSIDER ORDINANCE #14-33 FOR A ZONING TEXT AMENDMENT TO SECTION 420-139 B (2)(B) RELATED TO THE REQUIRED STREET SETBACK FOR ACCESS TO A MANUFACTURED HOME/MOBILE HOME WITHIN A LICENSED PARK; SECONDED BY ALLEN; MOTION CARRIED 5-0.

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B. Consider Resolution #14-35 authorizing the placing of utilities and special charges on the tax roll.

Kathy Goessl:

Mr. President and Village Board, this resolution is an annual resolution around tax time to place delinquent invoices and utility bills onto the tax roll and also special assessments. The total amount that we have here is \$428,326.48. The majority of this is actually delinquent utility bills totaling \$344,000. Of that \$334,000 almost \$31,000 is penalties. We add 10 percent onto anything that rolls to the tax roll.

And then we also have delinquent invoices. That's \$46,000 is actually only eight parcels that we're looking at, the biggest being BP at a little over \$16,000, and demo-ing and asbestos removal for a home in the Village or a parcel in the Village for the home a little over \$26,000. Special assessments are pretty small this year in terms of rolling to the tax roll at \$28,782. So I'm looking for authorization to put these charges onto the tax roll for this upcoming tax season.

Steve Kumorkiewicz:

I have a question. Kathy, is a lot of those in this list repeaters, second year or third year?

Kathy Goessl:

Yeah, a lot of our utility customers just automatically do this. They just let it roll and pay the extra ten percent, and they probably deduct it from their taxes, I'm not sure. Then it goes onto the property tax bill in total. So, yeah, there are repeat utility customers that just don't pay their bills, they just let it roll. I think BP might have been on the tax roll probably last year, too.

Kris Keckler:

Is this close to historical averages, the delinquent invoices?

Kathy Goessl:

Yeah, pretty much so.

John Steinbrink:

If there are no further comments or questions we need a motion.

Kris Keckler:

Move to accept.

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Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Any further discussion?

KECKLER MOVED TO ADOPT RESOLUTION #14-35 AUTHORIZING THE PLACING OF UTILITIES AND SPECIAL CHARGES ON THE TAX ROLL; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

C. Consider Operator license applications on file.

Jane Romanowski:

There's just one application tonight for Therese Beetschen. And the application looks fine. The Police Chief recommends approval.

Michael Serpe:

Move approval.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde. Any discussion on this motion?

SERPE MOVED TO APPROVE THE OPERATOR LICENSE FOR THERESE BEETSCHEN; SECONDED BY ALLEN; MOTION CARRIED 5-0.

8. VILLAGE BOARD COMMENTS

Michael Serpe:

I just have one. To the Cub Scouts we're going to have a quiz on what we just discussed. Who wants to be first? Nobody.

Kris Keckler:

Are they quizzing us are we quizzing them? Because it went kind of fast.

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John Steinbrink:

I think Kris has a point there. We'll dispense with the quiz.

Steve Kumorkiewicz:

Mike, that reminds me when I was [inaudible] back then there used to be in the gymnasium in Prairie Lane a rope and I used to climb it in two seconds. Then I used to say, okay, your parents, your fathers are going to show you how to do it. And you should see the dirty looks I got. So I wish the parents were here now and [inaudible].

John Steinbrink:

First off I want to thank everybody that came out to the veteran's celebration on Sunday. It was a very nice celebration. We had the honor of James Van Bendegom's mother being there, Virginia, as we honored her son for his sacrifice and service to our country. I also want to thank Ruth Stoner for all the work she does on these ceremonies. I think we have one of the best ceremonies in the county. It doesn't go without a lot of hard work, and most of that hard work is Ruth. And she deserves a lot of credit for what she does and her dedication to this event.

Also, afterwards we were served, and we had hot beef sandwiches and chili, and I believe it was Scouts from 544 there doing the serving. And I believe there was one lone Girl Scout I believe serving also. But you guys did a heck of a good job and thank you very much. It was well appreciated by all those in attendance. And by the time we got in there we were cold and we were hungry, and you guys did a great job. So with that.

9. ADJOURNMENT.

Michael Serpe:

Move to adjourn.

Kris Keckler:

Second.

John Steinbrink:

Motion by Mike, second by Kris. No further discussion?

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KECKLER;
MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:20 P.M.**

**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES
RESOLUTION #14-37**

TO GRANT A TEMPORARY LIMITED EASEMENT FOR VILLAGE-OWNED PARCEL 16 AS IDENTIFIED ON THE RIGHT-OF-WAY PLAT FOR 39TH AVENUE (CTH EZ), WHICH EXTENDS FROM 104TH STREET (STATE TRUNK HIGHWAY 165) TO 97TH STREET, IN ACCORDANCE WITH WIDOT RELOCATION ORDER PROJECT #3729-00-04

WHEREAS, on May 5, 2014, the Village Board of Trustees ("Village Board") authorized the reconstruction of segments of 39th Avenue (County Trunk Highway EZ) and Springbrook Road; and

WHEREAS, on May 5, 2014, the Village Board adopted Resolution #14-12, which authorized and directed the Village Administrator to file Relocation Orders as necessary with the Kenosha County Clerk to begin the process as is necessary to acquire the real properties and real property interests identified and delineated in the Relocation Orders for the reconstruction of segments of 39th Avenue (CTH EZ) and Springbrook Road, as authorized by Section 66.1333 of the Wisconsin Statutes; and

WHEREAS, on May 12, 2014, the Village Board adopted Resolution #14-13, approving the Relocation Order to permit the acquisition of real properties and real property interests for the preservation of segments of 39th Avenue (CTH EZ) and Springbrook Road for the purpose of widening, reconstructing and making roadway related improvements to segments of said roads; and

WHEREAS, it has been declared and determined to be in the public interest to acquire certain interests in property necessary for the reconstruction of the portion of 39th Avenue (CTH EZ), from 104th Street (STH 165) to 97th Street, under authority of Section 62.22 Wisconsin Statutes; and

WHEREAS, Parcel 16 of the Right-of-Way Plat is owned by the Village of Pleasant Prairie and is identified as Tax Parcel Number 92-4-122-243-0025; and

WHEREAS, a 0.193 acre Temporary Limited Easement (TLE) as shown on the Plat for sloping/grading purposes is required on said Parcel 16 to construct the roadway.

NOW THEREFORE, BE IT RESOLVED, that the necessary TLE on Parcel 16 in accordance with the adopted Right-of-Way Plat is hereby granted.

Adopted this 1st day of December 2014.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
President

ATTEST:

Jane M. Romanowski
Clerk

Date Posted: _____

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE	PROJECT 3994-1-13	1981	78' / 95' / 100'
39TH AVENUE	PROJECT 3738-06-20	2009	100' / 83'
39TH AVENUE	CSM 2750	2014	VARIES
100TH STREET	ROLLING MEADOWS SUBD	1962	60'
SPRINGBROOK ROAD (C/TI ML)	PROJECT 3250-22-22	1994	125' / VARIES

39TH AVENUE R CURVE DATA

PI STA. 28+44.71	PI STA. 30+23.11	PI STA. 32+50.82	PI STA. 34+70.28
N 199,703.493	N 199,877.920	N 200,104.923	N 200,324.690
E 2,578,503.530	E 2,578,464.021	E 2,578,463.269	E 2,578,463.269
PC STA. 27+56.74	PC STA. 29+96.53	PC STA. 31+95.51	PC STA. 34+27.29
PT STA. 29+32.23	PT STA. 30+48.68	PT STA. 33+05.81	PT STA. 35+13.25
DELTA 10°03'16"	DELTA 27°09'42"	DELTA 10°31'58"	DELTA 02°27'45"
D 05°43'46"	D 52°05'13"	D 09°32'57"	D 02°51'53"
L 175.49'	L 52.15'	L 85.96'	L 85.96'
R 1000.00'	R 110.00'	R 600.00'	R 2000.00'
LCH 175.26'	LCH 51.66'	LCH 110.15'	LCH 85.95'
LCB N07°44'07"W	LCB N00°49'06"E	LCB N04°55'18"E	LCB N00°53'11"W

SPRINGBROOK ROAD R CURVE DATA

PI STA. 100+27.41	PI STA. 103+80.63	PI STA. 104+36.45	PI STA. 108+13.83
N 199,974.950	N 199,996.516	N 199,991.587	N 199,996.516
E 2,577,921.716	E 2,578,301.409	E 2,578,357.172	E 2,578,301.409
PC STA. 100+00.00	PC STA. 103+51.40	PCC STA. 104+09.69	PC STA. 107+41.86
PT STA. 100+54.73	PT STA. 104+09.69	PT STA. 104+61.95	PT STA. 108+80.03
DELTA 07°50'21"	DELTA 10°18'33"	DELTA 30°14'37"	DELTA 39°34'58"
D 14°19'26"	D 17°41'02"	D 57°52'28"	D 28°38'52"
L 54.73'	L 58.30'	L 52.26'	L 138.17'
R 1000.00'	R 324.00'	R 99.00'	R 200.00'
LCH 54.68'	LCH 58.22'	LCH 51.65'	LCH 135.44'
LCB N85°23'50"E	LCB N89°53'50"E	LCB S69°49'35"E	LCB N44°08'48"E

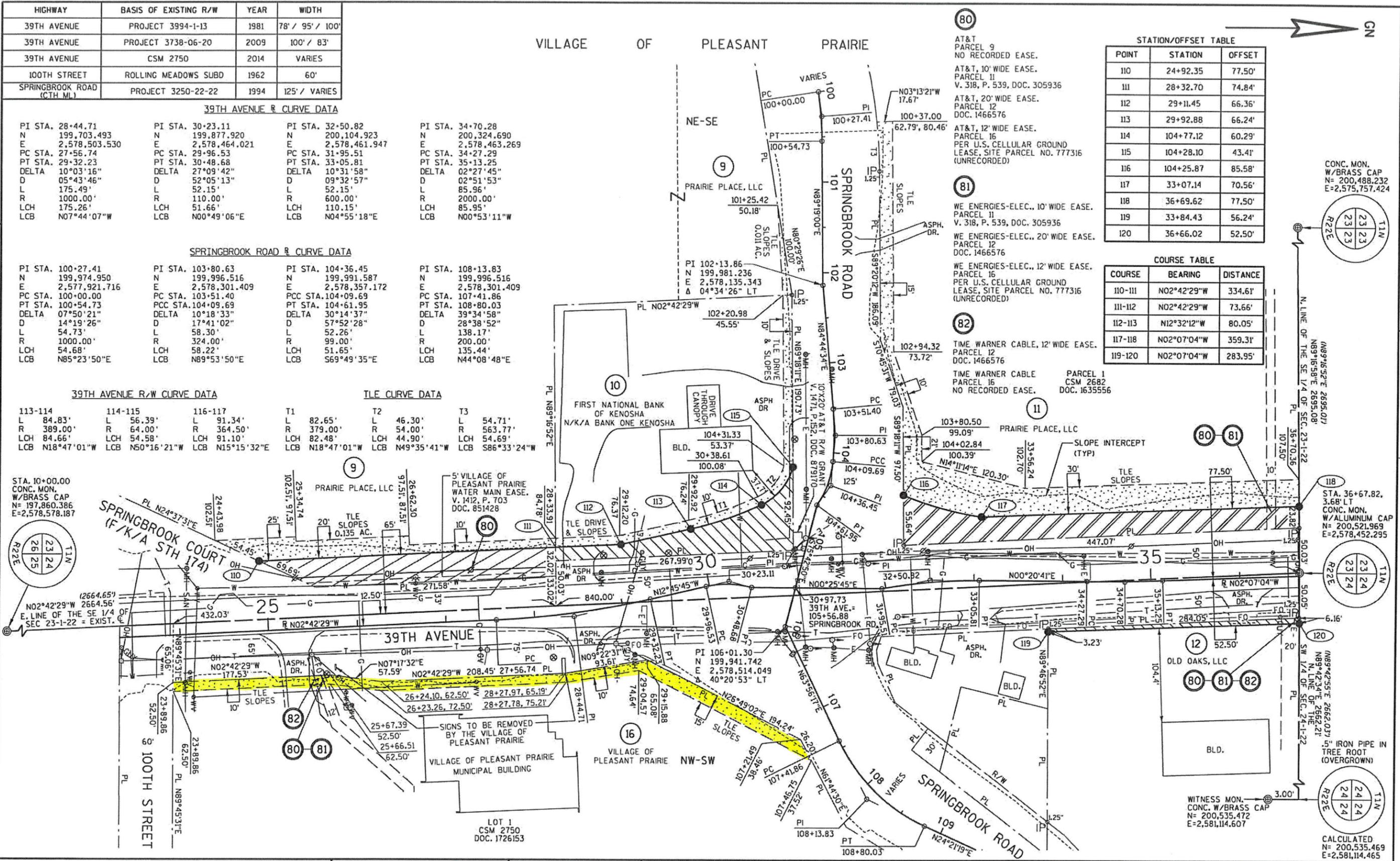
39TH AVENUE R/W CURVE DATA

113-114	114-115	116-117
L 84.83'	L 56.39'	L 91.34'
R 389.00'	R 64.00'	R 364.50'
LCH 84.66'	LCH 54.58'	LCH 91.10'
LCB N18°47'01"W	LCB N50°16'21"W	LCB N15°15'32"E

TLE CURVE DATA

T1	T2	T3
L 82.65'	L 46.30'	L 54.71'
R 379.00'	R 54.00'	R 563.77'
LCH 82.48'	LCH 44.90'	LCH 54.69'
LCB N18°47'01"W	LCB N49°35'41"W	LCB S86°33'24"W

VILLAGE OF PLEASANT PRAIRIE



STATION/OFFSET TABLE

POINT	STATION	OFFSET
110	24+92.35	77.50'
111	28+32.70	74.84'
112	29+11.45	66.36'
113	29+92.88	66.24'
114	104+77.12	60.29'
115	104+28.10	43.41'
116	104+25.87	85.58'
117	33+07.14	70.56'
118	36+69.62	77.50'
119	33+84.43	56.24'
120	36+66.02	52.50'

COURSE TABLE

COURSE	BEARING	DISTANCE
110-111	N02°42'29"W	334.61'
111-112	N02°42'29"W	73.66'
112-113	N12°32'12"W	80.05'
117-118	N02°07'04"W	359.31'
119-120	N02°07'04"W	283.95'

REVISION DATE	DATE: MAY 12, 2014	SCALE, FEET	HWY: 39TH AVENUE	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.04
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

RESOLUTION #14-38

**RESOLUTION IN SUPPORT OF KENOSHA COUNTY’S PETITION TO THE RAIL
COMMISSIONER TO REQUIRE PROPER MAINTENANCE TO THE
UNION PACIFIC RAILROAD CO. (UP) CROSSING AT
STH 50 IN THE VICINITY OF COOPER ROAD**

WHEREAS, the Union Pacific Railroad has a rail crossing within the Village of Pleasant Prairie on STH 50 in the vicinity of Cooper Road, and;

WHEREAS, the rail crossing has not been properly maintained by the Union Pacific Railroad, and;

WHEREAS, Kenosha County has maintenance responsibilities for STH 50 and has not been able to secure the Union Pacific Railroad’s cooperation to maintain their own crossing, and;

WHEREAS, on March 18, 2014 Kenosha County adopted a resolution requesting repairs by the Union Pacific Railroad which have not been addressed, and;

WHEREAS, on September 25, 2014 Kenosha County requested the office of the Commissioner of Railroads file a complaint ordering repairs be completed.

NOW THEREFORE BE IT RESOLVED by the Village Board of the Village of Pleasant Prairie that the Village supports the request and efforts of Kenosha County to have these repairs made for this rail crossing and that this resolution be presented at the hearing to be held on December 17, 2014 at the Kenosha County Center.

Considered and adopted this 1st day of December, 2014.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

Jane M. Romanowski
Village Clerk

John P. Steinbrink
President

Posted: _____

BEFORE THE OFFICE OF THE COMMISSIONER OF RAILROADS

STATE OF WISCONSIN

Complaint of Kenosha County for the Repair of the Public Crossing of the Union Pacific Railroad Co. Tracks with STH 50 (75th Street) in the Village of Pleasant Prairie, Kenosha County

9040-RX-1324

NOTICE OF INVESTIGATION AND HEARING AND ASSESSMENT OF COSTS

On September 25, 2014, Kenosha County filed a complaint with the Office of the Commissioner of Railroads (OCR) under Wis. Stat. § 86.12 that the Union Pacific Railroad Co. (UP) has failed to maintain in good condition for public travel the public crossing of its tracks with STH 50 (75th Street) (crossing no. 176 831X / MP 2.77) in the Village of Pleasant Prairie, Kenosha County.

The resolution requiring the repairs was adopted on March 18, 2014 and sent to the railroad on May 8, 2014.

The issue for the hearing is whether the railroad has failed to maintain the crossing in good condition and repair for public travel. Kenosha County shall bear the burden of proof.

If the proceeding described herein is contested, it is deemed to be a Class I proceeding as defined in Wis. Stat. §227.01.

PLEASE NOTE: The Office will hold a public hearing at the **Kenosha County Center, 19600 75th Street, Conference Room A, Bristol, Wisconsin on December 17, 2014 at 1:00 p.m.**

PLEASE NOTE: The Office finds that the expenses which are reasonably attributable to this investigation will be assessed against the Wisconsin Central Ltd. in accordance with Wis. Stat. § 195.60 and Wis. Admin. Code § RR 2.04.

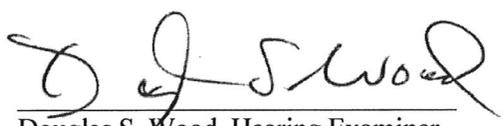
Upon reasonable notice, the Office will accommodate the needs of disabled individuals. Contact the Office at (608) 266-9536, (608) 267-1479/TTY, or (Fax) (608) 261-8220, or by writing to the Office at 610 N. Whitney Way, Room 110, PO Box 7854, Madison, Wisconsin 53707-7854.

The OCR now publishes all notices, orders, proposed decisions and final decisions on the Internet. These documents may be accessed at either <http://ocr.wi.gov/apps40/dockets/default.aspx> or on the Public Service Commission's website at <http://psc.wi.gov/>

If there are any questions regarding this matter, please contact the OCR staff at (608) 266-0276.

Dated at Madison, Wisconsin, November 6, 2014.

By the Office of the Commissioner of Railroads.


Douglas S. Wood, Hearing Examiner

9040N1324/dw

RECEIVED
NOV 10 2014
Village of
Pleasant Prairie



Date: December 1, 2014

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 2015 Village Newsletter (January to December)

In the interest of securing the most competitive responsible bid for printing and mailing services (not including postage) for the Village Newsletter, we have requested proposals for annual printing of the newsletter for the months of January through December. On October 29, a request for proposal was sent to a pool of area printers that have the equipment to perform this type of project in a cost effective manner. The request was also posted to Vendornet, which distributed the request to a long list of vendors throughout the State. By the deadline, Wednesday, November 19 at noon, nine (9) sealed bids had been received. Vesna Savic and I opened sealed bids on the afternoon of Wednesday, November 19. Information from the nine bids received by the deadline appears on the attached spreadsheet.

Recommendation:

Considering that the majority of issues during 2015 are expected to be 8-page, 2-color issues, the lowest bidder was InTech of LaCrosse, WI and Winona, MN. The InTech bid returned for an 8-page issue is \$1,300. InTech agreed to honor their bid throughout the period of the contract and will meet the other stated selection criteria.

InTech had been the lowest qualified bidder for the work during 2014. After problems experienced with the first four issues of 2014, the contract with InTech was cancelled, and the second lowest qualified bid was contacted. LaCrosse Graphics completed the remaining issues of 2014 (LaCrosse also printed 2011, 2012, 2013). During the rebidding process, InTech addressed the issues they had with the first four issues. A copy of their letter is enclosed with your packet.

In the letter, InTech details the addition of three positions (a mailing specialist, a full-time scheduler, and a production manager). This indicates to me that they have identified weaknesses in their process and addressed them to safeguard against future problems.

Because they have implemented steps to improve their process along with being the lowest bidder, it is my recommendation that the contract for printing and mailing services for the 2015 Village Newsletter be awarded to InTech.

Bids Received for 2015 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
First Edge Solution	Milwaukee, WI	2/c \$3,132.32 4/c \$3,771.15	\$2,423.44 \$2,883.33	\$1,451.60 \$1,690.67	yes	built in pricing overs to VH	\$125/hr	yes	none
LaCrosse Graphics	LaCrosse, WI	2/c \$2,393.70 4/c \$3,039.56	\$1,620.33 \$2,031.04	\$1,301.96 \$1,543.12	yes	per request	request quote art/proofs billed	yes	none
Western Web Printing	Sioux Falls, SD	2/c \$2,511.96 4/c \$2,726.73	\$2,291.29 \$2,520.83	\$2,071.06 \$2,300.60	estimate that it can	per request	request quote purchase order	yes	none
Haapanen Brothers	Gurnee, IL	2/c \$2,242.00 4/c \$2,671.00	\$1,755.00 \$2,048.00	\$1,195.00 \$1,420.00	yes	per request	\$75/hr	yes	yes - 3
Ripon Printers	New Berlin, WI	2/c \$2,934.00 4/c \$3,250.00	\$2,228.00 \$2,467.00	\$1,755.00 \$1,920.00	yes	minimal overs digital press	no major charges if we make alterations	yes	none
Central Printing	Delavan, WI	2/c \$2,253.12 4/c \$2,781.51	\$1,676.52 \$2,202.13	\$1,146.00 \$1,451.13	yes	request none or 0 to 10%	\$71/hr no charge on minor rev	yes	none
The Printery	New Berlin, WI	2/c \$3,337.00 4/c \$3,756.00	\$2,269.00 \$2,477.00	\$1,595.00 \$1,841.00	yes	20% discount if requested	\$25/page plus \$10/PDF proof	yes	none
Badger Press	Kenosha, WI	2/c \$ 2,240.00 4/c \$ 2,730.00	\$ 1,485.00 \$ 1,890.00	\$ 1,055.00 \$ 1,380.00	yes	no charge	quote upon request \$50/hr	yes	none
InTech	LaCrosse, WI Winona, MN	2/c \$ 2,110.00 4/c \$ 2,485.00	\$ 1,300.00 \$ 1,510.00	\$ 985.00 \$ 1,060.00	yes	30% discount if requested	Included if not excessive	Yes	none

Additional sealed bid received after deadline/after sealed bids had been (2:05 p.m.) opened from Vanstone, Inc. in Racine. Because it was received after deadline, this bid was not considered.

*To be included in cost: prepress, printing, folding, tabbing, mailing preparation, and delivery to the Pleasant Prairie Post office.



November 18, 2014

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

Chris and Village Board of Directors,

Thank you for the opportunity to bid once again for the printing and mailing services of the Village of Pleasant Prairie's monthly newsletter. As you may know, we were awarded this contract for the year of 2014 and after four months, the contract was continued with another vendor. We have addressed the concerns and believe to be the most experienced and capable print vendor for this project based on our last experience.

Since we last provided service for the village, In*Tech has added three crucial positions that directly influence the production of your newsletter. In addition, we have added equipment and have replaced existing staff with more experienced, competent individuals.

The first position added is a mailing specialist. This person exclusively handles the tabbing, ink jetting, and mailing of all pieces that mail. Previously, we had a combination Bindery/ Mailing employee that was not exclusively in charge of mailing. This will help with focus and experience on making sure your project is handled on a timely and professional basis.

The second position added was a full time scheduler. This position was added to communicate timelines and to keep projects flowing from one station or department to the next. This position has greatly increased our workflow and production. Most of our issues with this newsletter were in relation to turn time. This person has the capability of adding staff, shifts, and re organizing the entire production workflow in order to meet deadlines on time. This person has reviewed the project and has used the previous job tickets to streamline the process on our end for handling the monthly newsletter.

The third position added is an experienced, seasoned, production manager. Our current production manager was moved from another of Inland Label's plants and has over 25 years of experience and knowledge. He was a very successful production manager and has added a value to our facility that is hard to measure.

On your first issue 2014, we had a maintenance problem regarding the folding equipment. Since the addition of the production manager, maintenance issues have dropped overall and equipment redundancies have evolved to assure work flow. This will not hinder the timeline again. The equipment failure that occurred was resolved for the 3rd and 4th issue last year and was working very well. We made the deadline easily on those but had a human error that occurred on the shipping that added another issue.

The account representative who oversees the job ticket to make sure that all is in order and accurate made two critical errors last year. We feel this was due to competence and we since have replaced this individual. The production manager is also the back up to this position to check and balance any possible human errors made on the ticket.



Our staff is now very experienced and knowledgeable about this specific job and we know we can provide great, innovative customer service along with cost effective pricing on print and fulfillment. We believe in 100% customer satisfaction and follow through with not just saying it, but supporting it. We know we have made mistakes on this job in the past but it truly has made us experts on this piece specifically. From all the improvements that have happened since we are eager to earn your trust back.

Thanks again for the opportunity.

Sincerely,

A handwritten signature in black ink that reads "Corey A. Eddy". The signature is written in a cursive style with a large, sweeping "C" and "E".

Corey Eddy
National Solutions Provider
608.865.1101

Office of Village Clerk

MEMORANDUM

TO: Village Board Trustees

FROM: Jane M. Romanowski
Village Clerk

DATE: November 25, 2014

RE: 2015 Mobile Home Park Licenses

License renewal applications for the following four mobile home parks in the Village have been submitted - City View Mobile Home Park, 4303 - 75th Street; Westwood Mobile Home Park, 7801 - 88th Avenue; Timber Ridge Mobile Home Park, 1817 - 104th Street and Scotty's Mobile Home Park, 5310 75th Street.

Attached is a combined inspection report from the Community Development and Building Inspection Departments with respect to existing zoning and building code violations in the Scotty's Mobile Home Park.

License fees have been paid and I recommend renewal of the mobile home park licenses for City View, Westwood and Timber Ridge Mobile Homes Parks for the period 1/1/15 through 12/31/15 subject to Chapter 221 of the Municipal Code.

* * * * *

Attachments



Office of the Community
Development Director
Jean M. Werbie-Harris

VILLAGE STAFF MEMORANDUM

TO: Village Board of Trustees
Michael R. Pollocoff, Village Administrator
Jane M. Romanowski, Village Clerk

FROM: Jean Werbie-Harris, Community Development Director
Sandro Perez, Inspection Superintendent
Ralph Nichols, Senior Building Inspector

DATE: November 25, 2014

SUBJECT: 2014 Manufactured Home Park Zoning and Building Inspections –
Community Development and Building Inspections Departments

This memorandum is intended to inform the Village Board of Trustees/Village Clerk of the outstanding code violations on the properties whereby the manufactured home park license holders are seeking to renew their Manufactured Home Park License. Inspections were completed on October 9, November 10 and November 22, 2014 by Jean Werbie-Harris, Community Development Director and Ralph Nichols, Senior Building Inspector.

PROPERTY	ADDRESS	ZONING
City View Manufactured Housing Community	4303 75 th Street	R-12

Continental Communities
Attn: Sarah Burris
2015 Spring Road
Suite 600
Oak Brook, IL 60523

Outstanding violations: **NONE.**

PROPERTY	ADDRESS	ZONING
Timber Ridge Manufactured Home Park	1817 104 th Street	R-12, PUD

Chicago-Kenosha Co. Inc. d/b/a
Timber Ridge Manufactured Home Park
Manager: Judi Domine
1817 104th Street
Pleasant Prairie, WI 53158

Outstanding violations: **NONE.**

PROPERTY	ADDRESS	ZONING
Equity Life Style Properties Inc. Westwood Mobile Home Park	7801 88 th Avenue	R-12

Kendra Corkins, Community Manager
7801 88th Avenue
Pleasant Prairie, WI 53158

Outstanding violations: **NONE.**

PROPERTY	ADDRESS	ZONING
Scotty's Mobile Home Park	5310 75 th Street	R-12

G. John Ruffolo
1750 22nd Avenue
Kenosha, WI 53140

The Staff mailed the listing of violations to Mr. Ruffolo, met with Mr. Ruffolo and met with his Property Manager. Many of the property maintenance and building code violations were corrected. The remaining violations are listed below:

Outstanding violations as of November 22, to be corrected:

1. Lot #7 Repair the broken windows. (Property maintenance)
2. Lot #27 Repair/replace the damaged guard rail.
3. Lot #30 Repair the broken window (Window was boarded up). (Property maintenance)
4. Lot #32 Repair damaged steps, handrails, doorway and secure the openings where the exterior light fixtures were removed.
5. Since the last inspection, as noted on November 22, a new shed was installed adjacent to Lot #10 without building/zoning permits.

JMWH/RN/jmwh
CD/Jean/MobileHomePark/2014/VillageStaffMemorandum

ANIMAL CONTROL AGREEMENT

THIS AGREEMENT made and entered into by and between the Village of Pleasant Prairie (hereinafter referred to as "the Village", and ROBERT W. MELBY, JR., D/B/A Clawz and Pawz, (hereinafter referred to as "Contractor").

1. Terms. This Agreement shall commence on **January 1, 2015** and shall terminate on **December 31, 2015.**

2. Contractors Obligations. The Contractor shall be obligated during the term of this agreement to provide the basic services, as hereinafter defined as well as the following additional services to the Village:
 - A. Domestic Canine Control. Contractor shall provide domestic animal control services within the Village, consisting of the capture and disposal of detained canines. Any and all captured domestic canines shall be transported by Contractor to the Safe Harbor (hereinafter "Humane Society"). The Village shall bear all costs and fees issued by the Humane Society. Contractor shall also report domestic animal abuse to the Pleasant Prairie Police Department.

 - B. Cooperation. Contractor shall cooperate with the Village and its duly authorized representatives specified by the Pleasant Prairie Police Chief. Contractor's work and Contractor and his employees shall testify in any hearing, trials or legal proceedings, upon the request of the Village.

 - C. Availability. Contractor shall be available by telephone during Contractor's Work Schedule, as hereinafter defined.

3. Work Schedule. Contractor shall perform work in accordance with the following schedule:
 - A. Respond to emergency calls from the Village, as determined in the sole discretion of the Village, 24 hours a day, 7 days per week. An emergency shall be defined as a situation involving an animal that is or may be injured, sick, disabled or an immediate threat to the public health, safety and welfare.

 - B. Respond to non-emergency animal control call Monday through Friday, excluding holidays recognized by the Village, between the hours of 9:00 a.m. and 5:00 p.m., (hereinafter "Normal Work Schedule"). Contractor may operate live wild animal traps, as deemed professionally necessary, during such other times as Contractor deems appropriate.

4. Contractor's Compensation. In exchange for the performance and completion of the Contractor's obligations as set forth herein, Contractor shall be entitled to the following compensation:

A. Basic Services. Contractor shall be entitled to a monthly service fee in the amount of \$250.00 per month, for Contractor's basic services which shall include:

- i. Maintain and staff office, and be responsible for all costs and expenses of business operation.
- ii. Office is to have dedicated business phone line, computer with internet and email access.
- iii. Attend meetings requested by Village officers.
- iv. Appear in Court for administrative hearings upon request of Village Officers.
- v. Perform all other work not itemized below involving Animal Control Services.

B. Itemized Services. Contractor shall be paid in addition to the monthly service fee, the cost set forth hereafter for each animal as specified below:

- i. Capture and dispose of a detained stray domestic canine during normal work schedule. \$50.00
- ii. Capture and dispose of a detained stray domestic canine any time outside of Contractor's Normal Work Schedule. \$60.00
- iii. Attend to an injured or dangerous animal and/or capture or take custody of any domestic canine due to injury or neglect at the request of the Village during Contractor's Normal Work Schedule. \$50.00
- iv. Attend to an injured or dangerous animal and/or capture or take custody of any domestic canine due to injury or neglect at the request of the Village outside of Contractor's Normal Work Schedule. \$60.00

Payment shall be made by Village on a monthly basis upon submission of an invoice and any required report documentation for completed work to the Village Clerk within fifteen (15) days after receipt of invoice and said documentation. The form of invoices and reports shall be determined by the Village from time to time.

5. Termination for Cause. In the event either party should fail to fulfill in a timely manner its obligations under this contract, the nonbreaching party shall have the right to terminate this contract provided that written notice of said breach is given to the breaching party, thereby specifying that

this Agreement will be terminated within 10 days of the date of said notice in the event that the breaching party has not cured the purported breach to the satisfaction of the noticing party.

6. Methods and Manner of Performance. Contractor shall have discretion to select such methods, manner, labor, equipment, materials and supplies for the performance of Contractor's operations as will assure professional quality of work and a rate of progress which will assure the timely completion of work. Contractor is responsible for furnishing all labor, equipment, material and supplies required to perform work.

7. Contractor's Employees. Although Contractor performs work as an independent Contractor, the Village Board shall have the right to request Contractor to remove or discipline any Contractor's employees performing work when said employee does not furnish quality workmanship or is uncooperative with, or in performance of work is disrespectful to Village personnel or any Village citizen.

8. No Assignment. Contractor may not assign this Contract, enter into a joint enterprise or sublet any work without the express written approval of the Village Board. The Village shall not be liable for any costs and expenses arising from any such assignment. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the Village Board as of the date thereof, and the Village will not be obligated to pay to Contractor any money for any work performed by an unauthorized party. The Contractor will be responsible for any cost, loss, expense or damages the Village may incur in enforcing this provision. However, nothing contained herein shall prevent Contractor from assigning this Agreement to a Wisconsin business corporation which Contractor may form during the term of this Agreement, so long as Contractor possesses a majority shareholder interest in said corporation, and immediately notifies the Village of any such assignment.

9. Indemnification. Contractor agrees that it will, at all times relevant to this Agreement, defend, indemnify and hold harmless Village and Village's officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney's fees, which they may hereafter sustain, incur or be required to pay as a result of any action or inaction by Contractor or its officers, agents, employees or representatives or as a result of the willful or negligent act or omission of Contractor and its suppliers, assigns, employees, officers, agents or representatives, or resulting from Contractor's failure to perform or observe any of the terms, covenants and conditions of this Agreement, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

10. Insurance. Contractor shall, prior to performing work and at all times during the term of this agreement, carry insurance policies, with limitations of coverage reasonably acceptable to the Village, providing coverage for commercial general liability, automobile liability and worker's compensation. Contractor shall, upon seven (7) days prior written notice from the Village, verify said insurance coverage by a certificate of insurance issued by the Village Clerk, which shall provide that none of any of the above-described policies will be cancelled, terminated or lapse before the expiration of this term, without the issuing company submitting thirty (30) days prior written notice to the Village.

11. Licensure. Contractor hereby agrees to maintain, throughout the term of this Agreements, as amended from time to time, any and all licenses and permits are required by federal, state and local laws.

12. Confidentiality. Contractor will keep all business and calls for service related matters between the Village and the contractor confidential unless otherwise approved by the Village.

IN WITNESS WHEREOF, the Village and contractor each certify that they have authority under their respective organizational structure and governing laws to execute this Agreement, and that the parties hereto have hereunto executed this Agreement on the date last signed by a party thereto.

ROBERT W. MELBY, JR.
d/b/a Clawz and Pawz Animal Rescue and Control

By: 
Robert W. Melby, Jr.

Date: 11-20-14

Village of Pleasant Prairie

By: _____
John P. Steinbrink, Village President

Date: _____

By: _____
Jane M. Romanowski, Village Clerk

Date: _____

**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS
Period Ending: November 24, 2014**

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do hereby certify the following persons have applied for bartender licenses and **each applicant is in compliance with the guidelines set forth in Chapter 194 of the Municipal Code**. I recommend approval of the applications for each person as follows:

NAME OF APPLICANT

LICENSE TERM

- | | |
|--------------------|--------------------|
| 1. Carrie H. Fiore | thru June 30, 2016 |
| 2. Dawn M. Jones | thru June 30, 2016 |
| 3. Kayla R. Luska | thru June 30, 2016 |

Jane M. Romanowski
Village Clerk