

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
May 19, 2014
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Presentation of a monetary donation by the Pleasant Prairie Fire & Rescue Association to the Wounded Warrior Project.
5. Presentation by Police Chief Dave Smetana acknowledging the actions and dedication of five police officers.
6. Minutes of Meetings – April 21 and May 5, 2014
7. 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.)
8. Administrator’s Report
9. Unfinished Business
 - A. Consider a two year contract agreement between the Village of Pleasant Prairie and the Village of Pleasant Prairie Police Officers Association, Local 185 of the Wisconsin Professional Police Association, Inc. for the 2014-2015 calendar years.
10. New Business
 - A. Receive Plan Commission recommendation and consider Ordinance #14-11 to amend the 2035 Comprehensive Plan for the proposed development of vacant properties generally located at the southeast corner of CTH H and 116th Street.
 - B. Receive Plan Commission recommendation and consider a Certified Survey Map to re-divide the properties generally located at the southeast corner of 116th Street and 88th Avenue in LakeView South.

Village Board Meeting
May 19, 2014

- C. Receive Plan Commission recommendation and consider Ordinance #14-12 for a Zoning Map Amendment for the industrial development of the vacant properties generally located in the southeast corner of CTH H and 116th Street.
- D. Receive Plan Commission recommendation and consider a Certified Survey Map to subdivide the vacant property located at the 11000 block of 88th Avenue in LakeView Corporate Park into two parcels.
- E. Receive Plan Commission recommendation and consider an Affidavit to correct the legal description on Certified Survey Map 2747 for the properties located at the northeast corner of 104th Avenue and 77th Street within the Prairie Ridge development .
- F. Receive Plan Commission recommendation and consider an amendment to the Access Restriction for Lot 163 in Village Green Heights Addition #1.
- G. Receive Plan Commission recommendation and consider a Master Conceptual Plan for the redevelopment of the Village Hall property located at 9915 39th Avenue, including the relocation of Fire Station #1 to the adjacent property located at the southeast corner of 39th Avenue and Springbrook Road.
- H. Receive Plan Commission recommendation and consider Ordinances #14-13 and #14-14 for a Zoning Text and Zoning Map Amendments to rezone the property at the southeast corner of 39th Avenue and Springbrook Road and 9915 39th Avenue.
- I. Consider a Developer Agreement between the Village and 88th Avenue Properties, Inc. for the development of the proposed Niagra bottling project.
- J. Consider the purchase of equipment for the Fire Radio Repeater project.
- K. Consider Resolution #14-15 – Preliminary Resolution declaring intent to exercise special assessment police powers in connection with the construction of 250 linear feet of sanitary sewer on Springbrook Road east of STH 31.
- L. Consider a contract for professional services for the survey and engineering for Springbrook Road right-of-way for sanitary sewer design.
- M. Consider a contract for construction administration and inspection services for the 2014 Paving Program.

Village Board Meeting
May 19, 2014

- N. Consider a contract for professional services for the survey of 63rd Avenue right-of-way for water main design.
 - O. Consider a contract for printing and mailing services for the 2014 Village Newsletter (June – December).
11. Village Board Comments
 12. 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
April 21, 2014
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, April 21, 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 Michael Pollocoff, Village Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury; Fire & Rescue Chief; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Dan Honore', IT Director; and Jane M. Romanowski, Village Clerk. No citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. VFW POST 7308 PRESENTATION OF LOCAL AND NATIONAL PUBLIC SERVANT AWARDS TO A VILLAGE EMERGENCY MEDICAL TECHNICIAN, FIREFIGHTER AND LAW ENFORCEMENT OFFICER.**

Mike Pollocoff:

Mr. President, I guess I'd call on a representative of the VFW and Chief McElmury and Chief Smetana to come on up.

John Steinbrink:

This is kind of unusual - usually you're getting the awards, now you're giving them here. This is good.

Paul Fredericksen:

We're giving them out. We're not receiving anything. We love to do this. This is a really fun part of what we do. I was a firefighter for about 30 years, and I taught at Gateway. In fact one of the people we're going to give an award to was a student of mine. In fact, I think at one time -- you don't recognize all the faces all the time -- they might have all been in my HAZMAT class or something. But emergency response is a really big thing.

People call firefighters, police officers, EMTs, paramedics, all kinds of emergency responders to their emergencies. An emergency is when chaos reigns, and they're asking you when they call you to get control of this chaos. When things go really well they say thanks, then you go back and hopefully no one was injured. Hopefully no firefighter or police officer was injured and you go

Village Board Meeting
April 21, 2014

back and tell stories and talk about the success. When things go bad, which they can, you're smiling, Mike, you get the blame. So you've got to take the good with the bad. But we're tough, we can handle it. But I thought it was very important that we honor the firefighters and all the emergency responders. We are the Pleasant Prairie post. We did put in two other nominees from the City. We stepped over there a little bit. But the selection was because we're the Pleasant Prairie post as Pleasant Prairie were the ones that were submitted through the national. The State does not have an award.

So tonight we're going to be giving two awards. One is going to be from our post, recognition from our post, and I'm going to present that and then Phil Allen who was a past Pleasant Prairie commander for like 13 years, he's now the district commander, and he's going to be the new commander for the State's chief of staff next year, he's going to present the national awards. These are really special awards. Now, the VFW does not only have what we call the national award, it's made up of all 50 states who have posts and their own departments of state, but there is a European department, there's an Asian department because we have a military post that has a VFW post, too. So I'm not exactly sure how many were submitted, but I'm sure many hundreds or thousands or more.

So these fine first responders, emergency responders, are the ones that got these awards. So I think it's a really big deal. I think it's really important that we recognize this. I want to ask right now Chief do we do the police first? You've got the gun. Let's go to police first, okay? Alright. So, Chief, I'd like to just give a few words about your nominee and tell us how she evolved to this point.

Chief Smetana:

Well, as all of you know I've got a great selection of wonderful personnel. Our selection - as commanders, we sat around a conference table at a staff meeting and we discussed the names and the possibilities as a recipient of this award. It was almost unanimous in recognizing Heather Mogensen, Detective Heather Mogensen for this award. She's done a great job. Since I've been here for 15 months she's been a great aid to me. She's got a wealth of experience in the detective bureau. She's a caring individual.

Throughout the last year she's been extremely busy with a case that may have gone overlooked if it wasn't for her expertise and her caring and that was the horse case down on State Line Road. That case involved and it still involves a great deal of her time. I don't think many people understand at this point that she's still volunteering for some of those agencies that helped us out during that event. That case is just an example of what a fantastic law enforcement professional she is. She's got great capabilities when it comes to sensitive crimes, a very caring individual. So the choice for us was obvious.

Paul Fredericksen:

Thank you. I did read the bio. We don't have the bios here. They were not sent back. I believe they're going to come back. So I thought coming right from the Chief no greater praise could be shared. So, Heather, would you come up. I want to first give the award from the post level and

Village Board Meeting
April 21, 2014

I'm going to read it. Certification of appreciation awarded to Heather Mogensen in grateful recognition of unyielding adherence to the highest ideals of law enforcement in maintaining, preserving and protecting the lawful rights of all citizens. Given this day the 21st day of April, 2014 signed by myself and my Quartermaster John McCoy. Congratulations.

Heather Mogensen:

Thanks, Chief. When Chief Smetana, Lieutenant Riley and Deputy Chief Mogensen came into my office to tell me about getting this award it was a little moment of unrest on my part only because there was so much brass in the back by the detective bureau. This isn't how the bureau is made up, there's usually just one at a time. So it was a little unnerving, but thank you so much, Chief, appreciate it. Thanks Stacy.

Paul Fredericksen:

You want to give the national award to her?

Phil Allen:

Good evening. Our state commander couldn't be here tonight. Her mother had surgery this morning, and she lives over in the western part of the State. So luckily I picked these up in Madison about a month ago and I had them at my house. So I was going to meet her here. But luckily I picked them up and I'm here to do this on her behalf. She really wanted to be here. This is a big deal for us. Number one, it's a big deal for the Pleasant Prairie post which I'm also a member of to have the only one in the State that had these awards. I don't know what happened to the rest of the 294 posts in this State, but they lost out on a great opportunity.

So the Veterans of Foreign Wars of the United States, VFW National Law Enforcement Award awarded to Detective Heather Mogensen. In recognition and sincere appreciation of her dedication and selfless service to the Pleasant Prairie Police Department. During Heather Mogensen's outstanding career she has maintained a record of highly professional and exemplary service to the community and the nation. Her extraordinary commitment clearly illustrates the proud care, core values and traditions of the law enforcement profession. Further highlighted with a degree of the admiration and respect of both her peers and the local public she serves. Detective Heather Mogensen is truly an exceptional example of all who wear the badge, and this honor reflects the proud ideals and high standards for the Veterans of Foreign Wars of the United States. In witness whereof we have here unto set our hands and the official seal of the Veterans of Foreign Wars of the United States signed by William A. Thien, Commander in Chief, and John E. Hamilton, Adjutant General of the Veterans of Foreign Wars. Congratulations.

Paul Fredericksen:

Okay, we'll move onto the fire then and we have two awards. I think we'll start with the firemedic first, okay? I'll put them up here for you so you can read them Chief. So Adam Craig is our next awardee, and he's a paramedic with the Pleasant Prairie Fire Department. I'll let the Chief tell you a little bit about him.

Village Board Meeting
April 21, 2014

Chief McElmury:

Like the police department we had a very difficult time. We had a lot of great candidates to choose from. We also did an officers' meeting where we sat down and we discussed the different people that we thought would be the front running candidates for this. And it was almost unanimous again to nominate both the people that are here tonight representing the department. Starting out with Adam Craig, he probably has the longest nationwide history of firefighting and EMS in our department. He started in Maine as a firefighter, and then went to the Black Diamond Department outside of Seattle, Washington. He hit both coasts first and then settled in the middle and we're honored to have him. He started here full time for us in 2012, so he's got as of last week two years under his belt with us, and has just done an absolutely phenomenal job.

Matter of fact, he was the recipient of multiple unit citations including one where a young man was hit by a train and he caught something that he recognized through good patience and assessment that this young man had a very rare condition. It was an open pelvic fracture and he was able to catch that and literally saved the young man's life. That was confirmed by local doctors and also doctors at Froedtert that that single decision really made a huge impact, and the young man is alive today. So that and many other things he's involved with, ambulance committee and our thermal imaging program. He's brought an extensive amount of knowledge to our department already even though he only has two years here and is very well respected among his peers. So it's with great honor that we nominated Adam for EMT of the year for the EMT award.

Paul Fredericksen:

Okay, this is a little different because it has the Caduceus on there which is the EMT insignia, right, am I right? So I remember some things. This is also from the post level, a certificate of commendation award to Adam S. Craig in special recognition of exemplary service to humanity by administering emergency medical assistance, signed 21st of April, 2014 by myself and my Quartermaster John McCoy. Phil would like to give him the national award.

Phil Allen:

This also is a national award for the VFW National Emergency Medical Technician EMT award awarded to firemedic Adam S. Craig. In recognition and utmost appreciation of his dedication of selfless service to the Pleasant Prairie Fire and Rescue Department. During Adam Craig's outstanding career he has demonstrated a record of extraordinary and courageous service to the community and the nation. His exceptional devotion is illustrated of the esteemed core values and traditions of the professional emergency responders further evidenced by the high degree of admiration and respect from both his peers and the local public he serves. Firemedic Adam Craig is truly a premier example of all EMTs, and this honor reflects the proudest ideals and values of the Veterans of Foreign Wars of the United States. In witness whereof we have here unto set our

Village Board Meeting
April 21, 2014

hands and official seal of the Veterans of Foreign Wars of the United States signed by William A. Thien, Commander in Chief, and John E. Hamilton, Adjutant General.

Paul Fredericksen:

Okay, the last award is -- I know this young man very well. He was starting out in the associate degree program up at Gateway in Racine, and he was one of the first students -- in one of the first classes that I taught as an instructor in the associate degree program and I've watched him and had him in a few of my other classes. I always knew you were going to make it big some day. Little did I know I'd be presenting you an award later on. But I'm very proud to do that. Would you come on up, and the Chief will expound on your career.

Chief McElmury:

As Paul mentioned Aaron came to us as a college student seeking his fire science degree at Gateway Technical College and was a live in student which meant he lived at the firehouse. He then went on to get all of his training. We kept him. We hired him full time in '99. I think it's especially fitting that Captain Fredericksen is here to help present the award being really our pathway into hazardous materials training and response in Kenosha County. This is a result of his work. He was the one that gave us - when he was in charge of the HAZMAT team for the Kenosha Fire Department he was the one that gave us our first slots in HAZMAT school. Those were coveted positions. The only place you could go was Lakeshore Technical College and Captain Fredericksen gave us some of his slots so we could get the people trained. He saw what we had coming in in the industrial park, and he knew it was important we had people trained. So he's really the beginning of it.

So it's fitting that it carries on through because Aaron in addition to many other things we'll talk about is the training officer for the Kenosha County Hazardous Materials Team which was truly a dream of Captain Fredericksen's. He really wanted it to be a county team with multiple departments. We're there, we've gotten it. Aaron is the training officer and really the driving force behind the team right now. So how many other people would you get phone calls from when he's at HAZMAT conventions expounding upon how he just learned how to make a bomb out of nicotine or poisons out of this. But, anyway, the reason I say that is he's passionate about everything he does. He's passionate about fire training, he's passionate about hazardous materials training, and it shows through in everything he does. He runs our recruit training program. You'll also notice there's a medal on him. He's our first recipient of the life saving award. He was successful in rescuing a young man that had fallen through the ice out in Lake Russo. So he was the first recipient ever in the department history of that award. So we're very proud to nominate Aaron for that award.

Paul Fredericksen:

Okay, Aaron, certificate of appreciation awarded to Aaron R. Longrie in special recognition and highest praise for alertness, personal courage and every efficient guardianship of life and property signed the 21st day of April, 2014 by myself and my Quartermaster John McCoy. Congratulations.

Village Board Meeting
April 21, 2014

Phil Allen:

Last but not least, right? On behalf of Veterans of Foreign Wars again, the VFW national firefighter award is awarded to firemedic Aaron R. Longrie. In recognition and utmost appreciation of his dedication and selfless service to the Pleasant Prairie Fire and Rescue Department. During Aaron Longrie's outstanding career he has displayed an exceptional record of exemplary and courageous service to the community and the nation. His extraordinary commitment is in keeping with his esteemed core values and traditions to the firefighter's profession further manifested by the high degree of admiration in respect to his peers and the local public he serves. Firemedic Aaron Longrie is truly a role model to all firefighters. This honor reflects the proudest ideals of the Veterans of Foreign Wars of the United States. In witness whereof we have here unto our hands the official seal of the Veterans of Foreign Wars of the United States signed by William A. Thien, Commander in Chief, and John E. Hamilton, Adjutant General.

Just one last word. To all the firefighters, to all the police officers here today, the Veterans of Foreign War salute you for service to our country.

Paul Fredericksen:

Thank you. I was going to add I really appreciate what you do. I know what you do, and I know what goes along with the job. Also we have to salute the families because these are the people that put up with them being away for so long and usually when something, in my case anyway, whenever something was going to go wrong at home it went wrong, like a water heater or whatever, when I was at work. But the wives and the husbands, the boyfriends, girlfriends, whatever, support you. You deserve a round of applause, too. So let's give them a round of applause.

I'm just going to add one thing and I think you know this. I'm the commander of the Pleasant Prairie post although I live in Kenosha. But by myself the border of my lot abuts with Pleasant Prairie but we're kind of a kin. But the commander of the Kenosha post live in Pleasant Prairie. I want to thank you for allowing us to come here and do this. I think it's very important to honor those public employees. They can take a lot of hits in the press, teachers, firefighters, you name it and even though they're not public employees nurses and doctors you always hear about the bad stuff. But think of all the good that they do, and we certainly couldn't function without them. So thank you again for allowing us to come here.

John Steinbrink:

Thank you. I think on behalf of the Board I, too, would like to offer our congratulations to you gentlemen for the fine work you do. I guess we consider you a testament of the caliber of the employees that work for the Village. I think the residents of Pleasant Prairie should be very proud of the trained professionals, yourself and all your co-workers that serve the residents and do the job you do because I think all of us here understand what you do and really appreciate the sacrifice you make many times for your community and for your family. So thank you on behalf

Village Board Meeting
April 21, 2014

of the Board. It's always nice to start out with good news. We're going to take just a break here for a minute while everybody gets shuffled around here.

5. MINUTES OF MEETINGS - APRIL 7, 2014

Steve Kumorkiewicz:

Motion to approve.

Clyde Allen:

Second.

John Steinbrink:

Motion by Steve, second by Clyde for adoption of the minutes or approval of the minutes. Any additions or corrections to the minutes?

Jane Romanowski:

Just for the record I did make one change. Kris pointed to a number in a motion that was incorrect. So that has been changed and everything will be updated.

John Steinbrink:

Okay, thank you, Jane. Good catch. We have a motion and a second.

KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE APRIL 7, 2014 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM INCLUDING THE CORRECTED MOTION; SECONDED BY ALLEN; MOTION CARRIED 5-0.

6. CITIZEN COMMENTS

Jane Romanowski:

There were no signups tonight, Mr. President.

John Steinbrink:

Anybody wishing to speak under citizens' comments?

7. ADMINISTRATOR'S REPORT

Mike Pollocoff:

No report tonight.

Village Board Meeting
April 21, 2014

8. NEW BUSINESS

- A. Receive Plan Commission recommendation and consider a Conceptual Plan for the future expansion of the Hospice Alliance facility and commercial development located at 10220 Prairie Ridge Boulevard.**

John Steinbrink:

And are there several here, Jean, you want to do?

Jean Werbie-Harris:

Yes, A, B and C.

John Steinbrink:

A motion to take up A, B and C is in order.

Clyde Allen:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Clyde, second by Steve for taking up A, B and C together.

**ALLEN MOVED TO CONSIDER NEW BUSINESS ITEMS A, B AND C TOGETHER;
SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

- B. Receive Plan Commission recommendation and consider a Certified Survey Map of the property located at 10220 Prairie Ridge Boulevard and the vacant 8.6 acre property to the east.**
- C. Receive Plan Commission recommendation and consider Ordinances #14-09 and #14-10 for a Zoning Map and Zoning Text Amendment for the property located at 10220 Prairie Ridge Blvd. and a portion of the vacant 8.6 acre property to the east.**

Jean Werbie-Harris:

Mr. President and members of the Board and the audience, there are three related items for the request of Mark Molinaro, Jr. of Partners in Design Architects. This is on behalf of the Hospice Alliance Foundation owners of the property at 10220 Prairie Ridge Boulevard. The three

Village Board Meeting
April 21, 2014

requests involve a conceptual plan, a certified survey map and zoning map and text amendments Ordinance Numbers 14-09 and 14-10. These items will be discussed at one time but separate action will be needed by the Board.

The petitioners were requesting several approvals related to a proposed parking lot expansion at their Hospice House facility located at 10220 Prairie Ridge Boulevard in Prairie Ridge. This is including the vacant development land to the east of their existing Hospice House. At this time Hospice Alliance operates an eight bed residential facility known as Hospice House since 2003 in the Village. In December of 2013 Hospice went ahead and purchased 8.6 acres of vacant land as shown on the slide to the east of their property. Hospice purchased the additional property for at this time the singular immediate purpose of constructing additional parking for their existing facility.

In the initial phase Hospice proposed to combine a portion of the new property with the existing facility property for the purposes of expanding the available number of parking spaces for the Hospice House through this certified survey map that's on the agenda this evening. The remainder of the land could be further developed as shown on a conceptual plan.

So the first item on the agenda is the certified survey map. Again, you can see the existing Hospice House facility in the far west of Lot 1, and they are proposing at this time to essentially create two lots, Lot 1 and Lot 2. All of the items have been reviewed by the Village Plan Commission for the certified survey map. There are a number of dedications and easements that are actually also shown on this certified survey map. There's actually also a public walkway easement that is on the far east end of Lot 2 which will eventually bring public from Prairie Ridge Boulevard north to the commercial area on the site.

The conceptual plan that they presented that the Plan Commission approved subject to a number of conditions was a concept plan that would, in fact, show up to three different commercial or institutional related buildings north of Prairie Ridge Boulevard. Again, this is just west of the hospital. Identified in gray, the first area, is a reconfiguration of their parking lot directly to the north of their existing building. Then the parking just to the east of the parking to the west, this area which is at the north end of the site, that's the parking that they're looking to actually construct at this time.

Again, they host a number of things like fund raisers and activities where they have more parking needed at certain times. So they felt that the first step for them would be to grade the particular site immediately to the east of them and to install the parking that they need for their occasional gatherings that they have at the Hospice House.

The site and operational plan that was approved by the Village Plan Commission in its preliminary stage included existing parking and proposed parking and enough of the civil and engineering design work in order to construct that parking this summer. With respect to this particular project there will be multiple buildings on a single property, and we did need to make some minor modifications to the planned unit development. We also needed to rezone the property to put it from the B-2 Business District into the I-1 Institutional District.

Village Board Meeting
April 21, 2014

With that public hearings were held before the Village Plan Commission. One last item that does need to be addressed and will be on the agenda next month is the 2035 Comprehensive Plan does need to be amended to reflect this modification as they're requesting this evening. The staff recommends approval of all of the items as requested that are before you. Again, the first two items the certified survey map, the conceptual plan and then the zoning text and map amendments for the Hospice Alliance Foundation.

Michael Serpe:

Jean, at the Plan Commission there was some concern that Mark Molinaro had. Were those satisfied?

Jean Werbie-Harris:

Well, actually we just got the plans in today, and I have not had an opportunity to take a look at them or speak with our Village engineers. But I'm confident that we will be able to take a look at that one curb line area with respect to the grading on the north end of the site.

Michael Serpe:

I'd move approval of the conceptual plan.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CONCEPTUAL PLAN FOR THE FUTURE EXPANSION OF THE HOSPICE ALLIANCE FACILITY AND COMMERCIAL DEVELOPMENT LOCATED AT 10220 PRAIRIE RIDGE BOULEVARD; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

John Steinbrink:

That brings us to Item B.

Clyde Allen:

Make a motion to approve certified survey map.

Village Board Meeting
April 21, 2014

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike for adoption of the certified survey map. Any further discussion on this item? Those in favor?

ALLEN MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP OF THE PROPERTY LOCATED AT 10220 PRAIRIE RIDGE BOULEVARD AND THE VACANT 8.6 ACRE PROPERTY TO THE EAST; SECONDED BY SERPE; MOTION CARRIED 5-0.

Michael Serpe:

Move approval of the zoning text amendment.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCES #14-09 AND #14-10 FOR A ZONING MAP AND ZONING TEXT AMENDMENT FOR THE PROPERTY LOCATED AT 10220 PRAIRIE RIDGE BLVD. AND A PORTION OF THE VACANT 8.6 ACRE PROPERTY TO THE EAST; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

John Steinbrink:

Thank you, Jean. Did you need an individual motion on those two, or grouping them together was fine?

Jean Werbie-Harris:

That was fine.

D. Receive Plan Commission recommendation and consider a Certified Survey Map to combine the Village owned property located at 9915 39th Avenue and the vacant property to the north and to dedicate additional right-of-way for the future 39th Avenue and Springbrook Road roadway improvements.

Village Board Meeting
April 21, 2014

Jean Werbie-Harris:

Mr. President and members of the Board and the audience, the request you have before you is a certified survey map request to combine Village owned properties located at 9915 39th Avenue, and the vacant property that was recently acquired by the Village to the north, and to dedicate additional right of way for the future widening of 39th Avenue in Springbrook Road as part of intersection improvements to be completed by the Village next year.

After the combination of the lots and the dedication of additional right of way the property will be 8.189 acres. At a subsequent meeting to be held in May the entire property is proposed to be rezoned into the I-1 PUD or Institutional District with a Planned Unit Development Overlay District. Again, this work is being done for the future widening and improvements of 39th Avenue and Springbrook Road and for the development of the Village's campus project with the expansion of -- or, excuse me, the relocation of the Village fire station and slight remodeling of the Village Hall.

This is a matter that went before the Village Plan Commission at their last meeting, and the Plan Commission recommended approval of the certified survey map as presented.

Steve Kumorkiewicz:

So moved to approve the CSM.

Michael Serpe:

Second with a comment.

John Steinbrink:

Motion by Steve second by Mike. Mike?

Michael Serpe:

Not that it's related to this, but for the future coming from 165 and I would guess going past the new fire station to 97th in that area I think that speed limit should be addressed to somewhere around 30 miles an hour.

Mike Pollocoff:

I think if you look at the Village Green development plan for commercial use it's going to slow down.

Michael Serpe:

Right now they're moving pretty quick, and it's going to get pretty busy over here. Okay.

Village Board Meeting
April 21, 2014

John Steinbrink:

We have a motion and a second. Any further discussion?

KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP TO COMBINE THE VILLAGE OWNED PROPERTY LOCATED AT 9915 39TH AVENUE AND THE VACANT PROPERTY TO THE NORTH AND TO DEDICATE ADDITIONAL RIGHT-OF-WAY FOR THE FUTURE 39TH AVENUE AND SPRINGBROOK ROAD ROADWAY IMPROVEMENTS; SECONDED BY SERPE; MOTION CARRIED 5-0.

- E. Consider the request of the Tobin Woods Homeowner's Association to approve amendments to the Declaration of Design Guidelines, Restrictive Covenants and Easements for Tobin Woods Subdivision.**

Jean Werbie-Harris:

Mr. President and members of the Board, Item E is to consider the request of the Tobin Woods Homeowners Association to approve amendments to the declaration of the design guidelines, the restrictive covenants and easements for the Tobin Woods Subdivision. This is one of the subdivisions that started its development in the early 2000s, and the original developer, Kevin Stein, had a set or a series of declarations that he was implementing somewhat loosely, but he was implementing over the years.

The association has now been turned over from Mr. Stein to a group of individuals within the development. What they've requested to do is to take another look at their covenants and restrictions and actually possibly make them a little bit more strict but make them a little bit more clear when they're reviewing various applications for new single family homes or new modifications or additions or other types of modifications within the development.

So as a result they have worked with a local attorney and have made some minor modifications to their declarations. You have a copy of those. Specifically the changes that they're recommend are highlighted in red. They've identified one additional change since Friday that's not in our packets but I'll just read the statement. It's a grandfather clause that they wanted to have added to their declarations before it gets recorded. That grandfather clause states that any existing house that does not comply with the new architectural requirements of the amended covenants as of April 17, 2014 shall be grandfathered in. In the event that the home is destroyed or materially damaged the house shall then be required to comply with the terms and provisions of the covenants as amended, as may be amended thereafter.

Just as a reminder, the covenants and restrictions are a requirement that the Village has imposed on new developments or new subdivisions, but it's the obligation of the association in the first instance to enforce the covenants within individual subdivisions and to work through any and all issues that pertain to the requirements as set forth in these covenants. The Village does in most cases have the right but not the obligation to enforce covenants. But the Village's concerns primarily have to do with things from drainage to street trees, street lights, a number of things that

Village Board Meeting
April 21, 2014

pertain to public, quasi-public related matters within that particular development. If there are any questions I'd be happy to answer. There is a representative from Tobin Woods if you have any questions for him.

Steve Kumorkiewicz:

Jean, which one is number 19. I remember the case, I don't remember the lot, lot number 19.

Jean Werbie-Harris:

And what's your question regarding lot number 19?

Steve Kumorkiewicz:

What's the location here because I don't recall.

Jean Werbie-Harris:

Does it matter? I'm not sure what you're -- why? There's a retention basin.

Steve Kumorkiewicz:

Is that 19 or 1?

Mike Pollocoff:

I believe the retention basin is Lot 19. Lot 19 is covered by the covenants. At some point the retention basin will be abandoned at such time as there are improvements downstream for that basin to be abandoned. Then at that time the development would be able to fill that basin or fill that parcel and develop that lot, and these restrictions would be on that lot just as they would with any lot. But there is an unknown amount of time for when that's going to happen and if it doesn't happen it just stays the way it is.

Jean Werbie-Harris:

If you will recall there was actually a temporary location for that basin which was in the right-of-way at this location between the two outlots. There's where the temporary basin was located. And then it was moved to a next temporary location right here. Eventually it will be someplace in this area just to the east of Tobin Woods because that was intended to be a downstream joint basin in this location and that location if the property develops in accordance with that last conceptual plan and final plat that was on file.

Steve Kumorkiewicz:

Those are the wetlands over there west?

Village Board Meeting
April 21, 2014

Jean Werbie-Harris:

The wetlands?

Steve Kumorkiewicz:

Right there, I mean east, correct, east.

Jean Werbie-Harris:

It looks like there's a pond right here.

Steve Kumorkiewicz:

Keep moving east over there. Is that where the wetland is there?

Mike Pollocoff:

There are some wetlands there.

Jean Werbie-Harris:

There's wetlands to the north of the street and south of the street, and the rest of these are woodlands and adjacent to it. Then there are some wetlands right here, there's some wetlands up over here and the basin would be adjacent to those wetlands. It would not be in those wetlands.

John Steinbrink:

But that's not part of what we're looking at this evening.

Jean Werbie-Harris:

No.

Steve Kumorkiewicz:

That was for my information. Thank you.

Jean Werbie-Harris:

That was from many years ago. So in order for the covenants to be recorded they do need to be approved by the Village, and then they would be signed and executed by the association and then recorded at the Registered of Deeds office in order to be a recorded covenant on the lots for this subdivision.

Village Board Meeting
April 21, 2014

Steve Kumorkiewicz:

I'll make a motion to approve the request.

Clyde Allen:

Second.

John Steinbrink:

Motion by Steve, second by Clyde for approval. Further discussion?

KUMORKIEWICZ MOVED TO APPROVE THE REQUEST OF THE TOBIN WOODS HOMEOWNER'S ASSOCIATION TO APPROVE AMENDMENTS TO THE DECLARATION OF DESIGN GUIDELINES, RESTRICTIVE COVENANTS AND EASEMENTS FOR TOBIN WOODS SUBDIVISION; SECONDED BY ALLEN; MOTION CARRIED 5-0.

F. Consider Resolution #14-08 to deny the Final Plat, Development Agreement and related documents for the properties generally located east of 63rd Avenue and north of STH 165 for Stage 1 of the Courts of Kensington development.

Jean Werbie-Harris:

Mr. President and members of the Board and the audience, this is a request of Resolution 14-08, a resolution to deny the final plat for the Courts of Kensington Subdivision. The original subdivision was submitted by Mark Eberle of Nielsen, Madsen and Barber, agent, on behalf of the developer of Courts of Kensington which was stage 1. The property was generally located east of 63rd Avenue and north of Highway 165. The first phase included 36 single family lots and 3 outlots. On August 6, 2007, the Board had conditionally approved the preliminary plat for the Courts of Kensington. It was an approximate 83-acre property. Eventually it was to be developed into 119 single family lots and 7 outlots with a number of conditions that were outlined in the Village Board Resolution 07-45.

The Village Plan Commission held a public hearing and recommended conditional approval of the final plat for stage 1 of Courts of Kensington on September 24, 2007. And the conditions in order for the subdivision to be approved needed to be satisfied within 90 days. The Board approved some extensions for the owner of the Courts of Kensington for that final plat. On March 3, 2008, the Board granted an extension. On March 2, 2009 the Board had granted an extension. On May 3, 2010 the Board granted another two year extension. On May 7, 2012 the Board granted another two year extension. These extensions were granted conditioned upon final plat, engineering plans and related documents being subject to the Village ordinances, changes and amendments being adopted since 2007 and final documents being submitted to the Village within 45 days thereafter.

There have been a number of changes in the State law with respect to when final approvals are granted by a Village Board or when permits are issued within the Village and no longer can any

Village Board Meeting
April 21, 2014

of those approvals be conditioned upon modifications, changes or conditions that may change over the years. So as a result it's been the staff's recommendation to the Village Board and to the Plan Commission that extensions not be granted time and time again, but we actually just wait for the development to be ready for it to develop, and then we move forward with the current rules and regulations in effect at that time. Then we process it accordingly.

We actually are meeting to make some additional changes to our land division and development control ordinance based on a number of changes that occurred through some State law and through some local changes over the last six to eight months and so we felt that it was appropriate at this time to deny this final plat. When the petitioner which is the new landowner comes forward they can certainly take a look at all of the documents and all the work that has been completed up to date but with respect to the Village ordinances they do need to comply with the current ordinances in effect before the Village will consider approval of the plat. So with that the Village staff recommends approval of Resolution 14-08 to deny the final plat, development agreement and related documents for the Courts of Kensington.

Mike Pollocoff:

On the face it seems relatively minor, but it's going to have a critical impact on the Village as we proceed forward. So not only in passing legislation saying that the developer has rights to rules and ordinances that might have existed ten years, eight years ago, the Village has no ability to stop stormwater requirements, changes in standards for sewer and water, any of those things. We would still have to be able to meet current standards and guidelines. The difference is that the taxpayers would be paying the difference. We couldn't impose it on the developer as part of their development costs, it would be something that the taxpayers would shoulder.

Even if we catch all these - and we will catch any developments that don't have development agreement with any intention to proceed - so we catch all these, for every development that we see coming forward if we allow that development to proceed at a pace that is as big as that, even half as big as that, we could be in a position where the development doesn't get all built out, they have a final plat that is more lots than what the developer would finish at a certain point. As time goes by I have yet to see where the standards are reduced on local governments, and typically they're increasing and now we've said that developers can go backwards on what their requirements are.

So the ordinances that Jean is talking about there are a number of ways we can protect ourselves from that. One is in road standards, all municipal roads that are residential be concrete with an asphalt base. We have to be able in order to have a sustainable local economy and local budget to ensure that when the development comes in the improvements they make are, one, small in the sense they're not large in scope, but secondly that they're sustainable in that we know that a concrete road is going to be good for 50 years without having a major rebuild of the road.

So this is one of those things that was promoted by the home builders and the road builders and everybody in order to shave their expenses, and the State signed off onto it but the people that are going to pay this are going to be the taxpayers. Because once we start a project and we've entitled the developer to develop that parcel if we want something that we would consider to be

Village Board Meeting
April 21, 2014

necessary but it isn't required the developers have to pay for it, and something that is required by statute or code, sewer and water or stormwater, those are the three most expensive things we need and have to deal with, we're going to have to pay the freight on it.

I think as time goes forward and people start platting you'll see a lot smaller plats being recommended by the staff because there's no sense in exposing the taxpayers to any more work than what a developer can do in a construction season. As we go through the year and these final plats come through we're going to recommend where anybody who is not willing to sign on the line for the development agreement that plat is going to have to be denied.

Michael Serpe:

We're going to do all of this with a zero levy increase, right?

Mike Pollocoff:

Yeah. Local government has faced no increases in expense.

Steve Kumorkiewicz:

In this session of the legislature, this session now, there's nothing for the communities, local governments. Everything is for builders, developers and whatever. Everything is -- any control that we had before is being taken away from us little by little. We cannot get more money so they're going to force us to give it to the people, to the residents, I just don't agree. And I hope by the next session they spend the time taking less money from the people because that's what it is. It's a legal bribery to get the money to get [inaudible] what they want.

Mike Pollocoff:

This really puts platting back almost 30 years. If you look at some of the older plats in the City of Kenosha the developer did a plat and then the City bonded for the roads and bonded for the improvements. In some cases it's paid for and sometimes it is a special assessment, and developers really had no carrying costs other than what they paid for the cost of the land and the public, the taxpayers or whatever paid for all the improvements. This takes us back, it starts winding us back to that point. It's not even a TIF and they almost get the same benefits.

Mike Serpe:

This couldn't happen at a worse time now that we're I think going to experience a major increase in development. The economy is turning around and we have a lot of things happening in Kenosha County and Pleasant Prairie, and it's unfortunate that we have to deal with this. But I'd move approval of Resolution 14-08

Clyde Allen:

Second.

Village Board Meeting
April 21, 2014

John Steinbrink:

Motion by Mike, second by Clyde for adoption of Resolution 14-08. Any further discussion?

Steve Kumorkiewicz:

Yeah, I think those new laws that are being passed in Madison it should be [inaudible] in our monthly bulletin, the Village, so that people know how our representatives in our district voted in the session, if they were in favor or against us. Because somebody is going to say, hey, what are you guys doing to us? It's not us. They don't know what's going on in Madison.

Michael Serpe:

Be careful, Steve, because they might come out with a law outlawing our Village newsletter.

Steve Kumorkiewicz:

Yeah, they'd do that, yes.

John Steinbrink:

Further discussion?

SERPE MOVED TO ADOPT RESOLUTION #14-08 TO DENY THE FINAL PLAT, DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS FOR THE PROPERTIES GENERALLY LOCATED EAST OF 63RD AVENUE AND NORTH OF STH 165 FOR STAGE 1 OF THE COURTS OF KENSINGTON DEVELOPMENT; SECONDED BY ALLEN; MOTION CARRIED 5-0.

G. Consider an award of contract for the 2014 Microsurface and Slurry Seal Project.

Mike Spence:

Mr. President and members of the Board, this is the first part of the Village's 2014 paving program. It includes two different types of treatments. The first one is a microsurface which is a wear course that is going to be placed on six sections within the Village. And then the other type of surface prep for the paving program is slurry seal. That's going to be done at the RecPlex parking lot. This map here shows the locations that we're going to be treating this summer. As I said, there's six microsurface which are basically four of them are in the corporate park. And then there are two other sections that were added because of the harsh winter conditions. 93rd Street between Cooper Road and 39th Avenue took quite a beating this winter. And the 104th Avenue from the Prairie Ridge residential development south to County Trunk Highway C were added. The RecPlex parking lot, the slurry seal, will be similar to what was done last year at the IcePlex parking lot. It's a heavier treatment, and it worked out real well last year.

Village Board Meeting
April 21, 2014

We advertised for bids, and we received bids on April 10th. We received one bid from Fahrner Asphalt Sealers. Part of the reason why we've only received one bid is that there are not a lot of contractors in this area that do this. The other primary contractor that would have done this is Struck & Irwin, and they're the ones that did the work a couple years ago on Lakeshore Drive that we were less than impressed with. And so they did not submit to get prequalified, nor did they pick up a bid package for this project.

But in reviewing the prices that Fahrner Asphalt submitted for the project we believe that they're reasonable. They were similar to what we've had in the past, and I think it was a solid bid. They had no knowledge that nobody else was bidding. So I think this bid was competitive. So for that reason I do recommend that we award the contract for Fahrner Asphalt for the paving program in the amount of \$377,424.31. I'd be glad to answer any questions.

Mike Pollocoff:

Before the Board makes a motion on that I want to pull out two sections and indicate to you that on section 6 which is 93rd Street and section 7 which is 104th Avenue, as Mike indicated, those roads suffered -- they're arterials that suffered significant heaving through the winter period. So that's roughly \$176,000 almost \$177,000 that would be in excess of what the budget was. So we'd like to get those done in order to the extent that the patching that needs to be done, if you look at 93rd Street we have 1,100 square yards that need to be done, and on 104th Avenue we have 1,300 square yards of patching that needs to be done. And if we let that thing run for another year that number is going to grow on us. So I recommend that we have surpluses from last year and that we allocate those surpluses to get those two roads done to bring that to the total of \$377,000. If you want to hold on those from the \$377,000 you could get that back down to the \$200,000 which is really what we had in the budget.

We did have significant damage on a lot of residential roads, but they were probably problematic to begin with. We have road that John secured a grant for on 86th Street off of Cooper Road that just gave up. If we pulverized it we'd be pulverizing dirt. It died bad. So we're going to do that one, but there are more of them. But to the extent that the arterials start giving up on us given the number of traffic on that and the weight of the traffic they'll give up faster than anything else. If John has anything he wants to say. But I wanted to point that out that it's a departure from the budget.

John Steinbrink, Jr.:

I think Mike summed it up pretty good for the most part. The arterials that Mike mentioned really did suffer a lot with the harsh winter we had they really took a beating. We go through and we evaluate the road as part of the PASER ratings that the State requires us to do, and those two roads really started to fall off of our maintenance treatment cycle to the point where if we don't catch them now when it's going to cost \$177,000, it will cost us two or three times that in a couple years. And so it's really important that we as Mr. Pollocoff said good through and take care of these now. It is some extra money but with the harsh winter it is something that will cost us a lot more in a couple years to fix.

Village Board Meeting
April 21, 2014

Clyde Allen:

Thank you, John. Thank you, Mike. Not a question for you, just a comment. Some seven and a half years ago the number two issue when I was running was road maintenance was not what it should be. And since then it has been terrific. We've really stepped up the program, and I really would like to see that kept up. I understand how fiscally conservative I am, always watching the budget, but with the left over surplus from the prior year I think it's very wise that we do continue the program the way we've got it going. With that I'll make a motion to approve.

Michael Serpe:

I'll second Clyde's motion with a comment.

John Steinbrink:

Motion by Clyde, second by Mike. Mike?

Michael Serpe:

With the road conditions as they are - and the main roads we've taken care of quite well - but like you say we've got subdivisions that are falling apart, and just keeping up with winter damage every year I think it's maybe time we consider a special fund. And it would be a tax increase earmarked only for road repair/road replacement. I think in the long run we'd probably be further head doing that instead of trying to put patchwork on every year. We're running short of money. The State's not giving us any more, so we've got to do something.

Mike Pollocoff:

We can't adjust the levy for it, so it would have to be either a referendum or the other approach is to run a revolving bond. You bond for one year and you pay it back the next year and you do your road work. People sell bonds like that because they make a lot of money. But you take that and add some debt to it and you do a one year note on it. You do what you have to do one year and retire it and adjust your levy accordingly by the debt every year. You're right, road aids have gone down. The money people pay for their gas tax and their licenses that's gone. That stays in Madison now so we get a reduced amount.

John Steinbrink, Jr.:

If I might just add one thing [Inaudible] the road conditions that they are now, the predicted deterioration of what it will cost to keep all the roads from falling apart [inaudible] and that number we came up with was between \$1.7 and \$2 million annually just to take care of the 123 centerline miles of roadway that we have. So I definitely do agree with you if there is a way that the Board and the Administration to find a way to fund it - you know that number only gets bigger and we get that much less every year.

Village Board Meeting
April 21, 2014

John Steinbrink:

John, have most of the roads settled back down as most of the frost has come out now.

John Steinbrink, Jr.:

Yeah. Historically what happens is that just as you had said there are cracks in the roadway, the water gets in there and it will freeze. And then the water actually heaves the road up in different sections [inaudible]. That's why these slurry treatments are so important because it actually seals all the cracks up 100 percent that prevents that water to get underneath in there, it prevents the freezing and thawing cycle that starts the alligator crack and [inaudible] potholes. So that's why we've been very aggressive over the last couple of years in implementing the road maintenance plan on some of our better condition roads. Like Mike Spence said today, we can do this treatment at \$2 a square yard for the slurry that kind of protects it for about seven years and we've had ultimately very good luck with it. Just to do a pulverize on the road like we did 116th it's probably about \$30 a square yard. So you can really see how much more than we can do with quite a bit less money. So that's why we've been very aggressively doing this road maintenance on the better roads to keep them from falling apart just until the Board and Administration can find a way to bring enough money to pulverize everything else that we have to keep up with in some these more residential roads.

Michael Serpe:

John, are you still using boiler slag?

John Steinbrink, Jr.:

No, we are not. We have shied away from that 100%..

Michael Serpe:

And I understand why, but when you were using it was it effective?

John Steinbrink, Jr.:

It did a good job for what it was intended to do at a cheap price. And there are some communities that accept it, there are other communities that just do not accept it. It works well in more rural areas where there's a shoulder. Anyplace that there's a curb and gutter it really collects along the curb and gutter area, it gets in the storm sewer. But to answer you question it did exactly what it was supposed to do. But I think that there are other maintenance types that we've had very good success with over the years.

John Steinbrink:

Okay, thank you. We have a motion and a second. Any further discussion?

Village Board Meeting
April 21, 2014

ALLEN MOVED TO AWARD A CONTRACT FOR THE 2014 MICROSURFACE AND SLURRY SEAL TO FAHRNER ASPHALT SEALERS IN THE AMOUNT OF \$377,424.31; SECONDED BY SERPE; MOTION CARRIED 5-0.

H. Consider a contract to provide appraisal review services for parcel acquisition for the 39th Avenue corridor project.

Mike Spence:

Mr. President and members of the Board, as part of the 39th Avenue reconstruction project the Village is looking forward, and because of that we are looking at corridor preservation along that route. Because the road that's going to be reconstructed we wanted to be able to have the ability to expand it in the future if we needed additional lanes. So as part of this project we're going to be acquiring portions of 15 parcels along 39th from State Highway 165 to 97th Street as shown on this figure.

The DOT is funding a part of this project, and as such they do have certain requirements when you are acquiring land. One of the requirements is that we hire an independent review appraiser that looks at the appraisals that are established on the project. I did some research, and I requested a proposal from a company called CORRE, Inc. They have done a lot of review appraisal services over the years in the State. They're proposal includes inspecting the site, doing comparables, review the appraisal report that will be done for the project and then submitting a written review to the Village.

So I received a proposal from CORRE, Inc. The primary person that will be working on it his name is Richard Dickson. He's got 24 years of experience with the DOT with the last 15 as a review appraiser. The price that he submitted is \$500 per parcel for the 15 parcels which adds up to \$7,500. Again, this is a required step in the overall acquisition process. I believe that the fee is reasonable, and I recommend approval of the contract. I'd be glad to answer any questions.

Steve Kumorkiewicz:

Have we worked with them before?

Mike Spence:

No, we have not. This is a requirement that we don't see that often. But because we're working with the DOT it's in the statutes that we have to have an independent reviewer. But, like I said, I did some research and I talked with a number of consultants for the DOT, and CORRE, Inc. was one that was mentioned frequently.

Steve Kumorkiewicz:

[Inaudible]

Village Board Meeting
April 21, 2014

Mike Pollocoff:

We used Howard Needles, but at that time those were local roads, and the Community Development Authority did the acquisition. With the DOT it's a State requirement, but in turn it's a federal requirement when there's any federal money that's being passed through on a project.

Steve Kumorkiewicz:

Okay, thank you.

Kris Keckler:

Move to accept it.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve for adoption. Further discussion?

KECKLER MOVED TO AWARD A CONTRACT TO CORRE, INC. TO PROVIDE APPRAISAL REVIEW SERVICES FOR PARCEL ACQUISITION FOR THE 39TH AVENUE CORRIDOR PROJECT IN THE AMOUNT OF \$7,500; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

I. Consider Resolution #14-09 proclaiming the week of May 18, 2014 National Public Works Week.

Mike Pollocoff:

Mr. President this resolution is one we adopt every year and it's one of my favorites because I think public works especially in our community does an excellent job. It really provides and maintains the bones of this community, the infrastructure that we survive with and they work on, and they provide those services like solid waste collection and highway maintenance, road maintenance like we saw this last winter and sewer and water and they do an excellent job doing it. So I'd recommend that Resolution 14-09 be adopted.

Steve Kumorkiewicz:

So moved.

Clyde Allen:

Village Board Meeting
April 21, 2014

Second.

John Steinbrink:

Motion by Steve, second by Clyde. Further discussion? It's kind of unique in they kind of do the stuff we see and the stuff we don't see, ground and below. So make sure you tell your guys thank you especially after this winter.

Michael Serpe:

The public definitely noticed their presence this year I'll tell you.

John Steinbrink:

Have gotten only good comments from the public. With that we have a motion and a second. Any further discussion?

KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #14-09 PROCLAIMING THE WEEK OF MAY 18, 2014 NATIONAL PUBLIC WORKS WEEK; SECONDED BY ALLEN; MOTION CARRIED 5-0.

J. Consider Operator License Applications on file.

Jane Romanowski:

There are four applicants tonight, and they all pass the guidelines set forth by the ordinance - Melissa Brown, Paul Forchette, Megan Richardt and Jonathan D. Walls.

Michael Serpe:

Move approval.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any further discussion on any of the applications

SERPE MOVED TO APPROVE THE OPERATOR LICENSES FOR MELISSA BROWN, PAUL FORCHETTE, MEGAN RICHARDT AND JONATHAN D. WALLS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

Village Board Meeting
April 21, 2014

8. VILLAGE BOARD COMMENTS

Kris Keckler:

I just wanted to take an opportunity to now that I'm past a month on the Board here I want to thank Mr. Pollocoff and Chief Smetana and Chief McElmury for giving me such nice tours of the Village buildings for the police department and the fire station. I look forward to this Thursday I'm going to some other places. Everybody has been really nice and wonderful.

Michael Serpe:

Sunday, John, we have an indoor/outdoor triathlon at the RecPlex starting at 7:30 I believe. Anybody wishing to spend a couple hours volunteering and keeping things moving we'd welcome their involvement. I'll be there. I'm going to be in the pool not swimming.

John Steinbrink:

How did Easter go, Mike?

Mike Pollocoff:

Easter was just a hopping thing.

John Steinbrink:

I kind of miss those egg hunts we used to have.

Mike Pollocoff:

Yeah, I know, especially when the parents were fighting for the eggs.

John Steinbrink:

That's true. Further Board comments?

9. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY ALLEN; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:10 P.M.

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
May 5, 2014
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, May 5, 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 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; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director; Sandro Perez, Inspection Superintendent and Jane M. Romanowski, Village Clerk. Three citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ELECT PRESIDENT PRO-TEM**

Mike Pollocoff:

Mr. President, this is something we have to do annually. And currently Trustee Serpe is filling former Trustee Yuhas' remaining term.

Clyde Allen:

I make a motion to nominate Mike Serpe.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Clyde, second by Steve for nominal of Michael Serpe for President Pro-Tem. I move the nomination be closed.

Mike Pollocoff:

We need a second to the closing.

Village Board Meeting
May 5, 2014

Kris Keckler:

Second.

**STEINBRINK MOVED TO CLOSE NOMINATIONS FOR PRESIDENT PRO-TEM;
SECONDED BY KECKLER; MOTION CARRIED 5-0.**

**ALLEN MOVED TO ELECT MIKE SERPE AS PRESIDENT PRO-TEM; SECONDED
BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

Michael Serpe:

Thanks, gentlemen. Appreciate it.

John Steinbrink:

Thank you, Mike. That means you have to be here all the time, though.

5. MINUTES OF MEETING - APRIL 14, 2014

Clyde Allen:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

**ALLEN MOVED TO APPROVE THE MINUTES OF THE VILLAGE BOARD
MEETING OF APRIL 14, 2014 AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY
KUMORKIEWICZ; MOTION CARRIED 5-0.**

6. CITIZEN COMMENTS

Jane Romanowski:

Dee Hipper.

Dee Hipper:

I'm Dee Hipper. My address is 9108 Cooper Road, Pleasant Prairie. I'm questioning Chapter 180 for the fire and rescue protection concerning outdoor wood furnaces. Concerning this there's

Village Board Meeting
May 5, 2014

an ordinance stating, letter H (c) that you should pay \$20 to use our outdoor wood burner. We bought a permit. We paid for the permit. We paid for a permit for the electrical. This was adopted on 10-19-09. We bought the burner and the permit and everything was approved on 10-14-09. Never been notified ever that we should pay. I just don't understand why you should pay an additional fee every year to heat my house. You buy an electrical permit, you don't pay an additional fee every year for that. I don't understand why we keep paying.

And the second thing I would like to bring up is concerning garbage can placement. I realize they don't want them in front of your house or anything. Our house and our garage are connected and we also have a fence connected. I'm not understanding why my garbage cans cannot go in front of my fence. Thank you.

Jane Romanowski:

There were no other signups tonight, Mr. President.

John Steinbrink:

Anyone else wishing to speak under citizens' comments? Yes, sir?

[Inaudible]

John Steinbrink:

Alright, we can't respond because we haven't noticed this question. So we are going to look into it and give you a response back, alright? Anyone else wishing to speak under citizens' comments? Hearing none, close citizens' comments.

7. ADMINISTRATOR'S REPORT

Mike Pollocoff:

No special report tonight.

8. CORRESPONDENCE

A. Receive petition requesting the extension of sanitary sewer to 6717 Springbrook Road.

Mike Pollocoff:

Mr. President, we've received a petition from Anne and Jerry Rabin at 6717 Springbrook Road requesting that the Village extend sanitary sewer to their home. They are located on the corner of Springbrook Road and Highway 31. And somewhere in the magic box the map is there. The sanitary sewer that is installed on Highway 31 and ML is set at a depth that would service all of Springbrook back to about 55th Avenue. It would be that drainage basin would start plus the

Village Board Meeting
May 5, 2014

[inaudible] neighborhood, 116th Street. It does service a rather large area. So this sewer main the extension would in essence run to the -- my recommendation would be that if we proceed with this project it only extend to their eastern most property line. I met with the property owner across the street, and both these people have a failing problem with their systems.

The guy that lives on the corner over there he's got right of way assessment potentially on every part of his parcel. I talked to him about the possibility of dividing that property, creating an outlot so that in essence his sewer assessment would mirror somewhat the one that would be faced by the Rabin's on the south side. From the sewer district's perspective this would be a larger line that you'd have to design with the concept in mind of being able to take care of that whole other area as that develops. But as we look at what Chapter 66 requires of the special assessment these individuals would be assessed only their portion of the project as though they were residential users in the subdivision because that's really about all the use they can get from it and your assessment isn't based on where you happen land as far as the grades of the sewer. It's based on your use.

Inasmuch as we have two people that have identified that they do have a sanitary sewer problem, one's on a mound, one's on a holding tank, but I request that the staff be directed to prepare a plan and a proposed assessment schedule so we could begin the project. If the sewers are failing it's probably the timing that this is going to be somewhat critical to end that raw sewage problem.

Steve Kumorkiewicz:

Mike, how far is the end of the sewer line in [inaudible] Road to the property?

Mike Pollocoff:

In essence the sewer line goes right to the corner. I think Mike's got that. It's on that northeast corner.

Steve Kumorkiewicz:

It's coming right in 31.

Mike Pollocoff:

It goes t the lift station that's over by the cemetery, and it's coming from the Timber Ridge subdivision to the south.

Mike Spence:

If I may interject, the sewer goes on the east side, Steve, of Highway 31, crosses ML here and then goes to the west. So the new sewer would connect right here at a manhole and then extend as Mike had indicated to this eastern property line which would allow both of these properties to be served. But in doing that, too, we would also look as was indicated the service area goes all the way to the east here. So we have to size the line properly.

Village Board Meeting
May 5, 2014

Steve Kumorkiewicz:

Thank you.

Michael Serpe:

I'd move to receive and file and set for public hearing.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde for setting of a public hearing. Did you mention a date for that, Mike?

Mike Pollocoff:

No. We'll probably try to get it -- there's no way to get it for the next meeting, it would be for a month from now.

John Steinbrink:

We have a motion and a second. Any further discussion?

SERPE MOVED TO RECEIVE AND FILE THE PETITION REQUESTING THE EXTENSION OF SANITARY SEWER TO 6717 SPRINGBROOK ROAD AND SET THE MATTER FOR PUBLIC HEARING; SECONDED BY ALLEN; MOTION CARRIED 5-0.

9. NEW BUSINESS

A. Consider Resolution #14-10 designating May 11-17, 2014 as National Police Officer Week.

Mike Pollocoff:

Mr. President, we have Chief Smetana here who could speak on this. But the resolution as is presented describes Whereas, in 1962, President John F. Kennedy signed a proclamation which designated May 15th as Peace Officers Memorial Day and the week in which that date falls as Police Week; and Whereas, police officers work devotedly and selflessly on behalf of the citizens of Village of Pleasant Prairie and the entire community, regardless of the peril or hazard to themselves; and Whereas, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that all members of our police department recognize their duty to serve the people by safeguarding life and property, by

Village Board Meeting
May 5, 2014

protecting them against violence or disorder and by protecting the innocent against deception and the weak against oppression or intimidation; and Whereas, the dedication and efforts of these officers significantly contributes towards the health, safety, comfort and quality of life for the citizens of the Village. Now, therefore, be it resolved that the Village Board of Trustees hereby formally dedicates May 11-17, 2014, as National Police Week in the Village of Pleasant Prairie and publicly salutes the service of law enforcement officers in our community and in communities across the nation. For our consideration tonight.

Steve Kumorkiewicz:

I make a motion to adopt Resolution 14-10.

Michael Serpe:

I'll second that.

John Steinbrink:

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

Michael Serpe:

Mike, as you're reading this last month we had the firefighter that was recognized, Aaron Longrie, for his efforts. We had Heather Mogensen, Detective Mogensen, recognized for her involvement in cases. I'm thinking we have the newsletter; maybe we should come up with not only the police officer of the month or maybe employee of the month and recognize Village employees that exceed, like hit the grand slam. This month it's Heather Mogensen. Next month is Aaron Longrie. Next month it could be anybody from public works. It could be somebody from the Village Hall. I mean this is good. All of our employees are outstanding. We'd just like to recognize those that just go a little bit over and above the rest. This week's the police officers, and I strongly agree with that as you can guess.

Mike Pollocoff:

I agree. In fact, I think Chris has already lined up putting an article in the newsletter about the awards that were given that will be in our next newsletter. But we've really, and it's not because I've been here but since I've been here because it started before I got here we've had a quality police department and really good individuals. We've always been blessed to have good leadership whether it was Chief Horvath or Brian Wagner and now Chief Smetana is doing an excellent job. I know we're all proud of the things they've done, and they've stayed up with the nature of life as it's changed in our community to protect everybody. This is a good resolution. We did that at one point, and it really irritated people that public employees are receiving recognition. But we do have people that get a lot of significant things done that either makes the public safe or saves them tax dollars and should be recognized for it.

Village Board Meeting
May 5, 2014

Michael Serpe:

I was thinking you have department head meetings and take two minutes and say, okay, who has somebody that did something outstanding this week, maybe submit their name for recognition in the newsletter. Just something like that. It's just a feel good thing, and it makes the employees feel good. If it upsets people because we're recognizing public employees too bad.

John Steinbrink:

We have a motion and a second. Any further discussion?

KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #14-10 DESIGNATING MAY 11-17, 2014 AST NATIONAL POLICE OFFICER WEEK; SECONDED BY SERPE; MOTION CARRIED 5-0.

John Steinbrink:

Thank you, Chief, and tell your guys we appreciate everything they do. If you've ever ridden in a squad car late at night and you see what's out moving about the Village and the County you'd be very grateful that we have the people we have out there looking after us in these hours day and night. It's an eye opening experience.

B. Consider Resolution #14-11 honoring the Pleasant Prairie Women's Club on the celebration of their 50th Anniversary.

Mike Pollocoff:

John and I were at their ceremony yesterday, and it was a group of 40 ladies. They've kind of been a fixture at this building. In fact, I remember our old sign used to have their seal on it when they donated the sign to the Village. And as we put the resolution together you look at the things they've done, the philanthropic activities between volunteering at the Dayton Hotel, they adopt a road program where they go clean up roads that people won't clean up. They've donated money to the fire department for them to buy equipment. They made the initial donation for defibrillators in police cars. They've donated to the canine fund, shop with a cop and firefighter and local scholarships. So they've done a lot of good things for the community just not for the Village Hall but community wide. And their numbers are growing. They were at 45 and they went down to 12 and now they're back up to 40. It was a nice celebration. I recommend that we adopt this resolution and file it and give them a copy.

Michael Serpe:

Move to adopt 14-11.

Clyde Allen:

Second.

Village Board Meeting
May 5, 2014

John Steinbrink:

Motion by Mike, second by Clyde. Any further discussion?

Steve Kumorkiewicz:

Just one thing. Did there are women from the City that belong to the Pleasant Prairie Club, too. I didn't know they did but they do.

John Steinbrink:

Just one other thing. I guess it was five years ago we honored June Nelson for being a member for 45 years. And she was recognized for being one of the first members for being 50 years of service in membership in the club and served as one of the past presidents. So I think one of the things we're going to have to do is update her 45th to a 50th and give her recognition for that. They were founded back in 1964. And to some people it seems like a long time, but unfortunately Mike and I can remember that date. And it doesn't seem that long ago. And they were doing some [inaudible] back when gas was 30 cents a gallon and I believe she said first class postage was four cents. So you can see how far we came and how prices have changed over those years.

Steve Kumorkiewicz:

A letter to Argentina was ten cents at that time.

John Steinbrink:

Any further discussion?

SERPE MOVED TO ADOPT RESOLUTION #14-11 HONORING THE PLEASANT PRAIRIE WOMEN'S CLUB ON THE CELEBRATION OF THEIR 50TH ANNIVERSARY; SECONDED BY ALLEN; MOTION CARRIED 5-0.

C. Receive Engineer's Report on the design and progress on the 39th Avenue/Springbrook Road reconstruction project.

Mike Spence:

Mr. President and members of the Board, what I'd like to do tonight is just give you an overall view of the 39th Avenue reconstruction project and give you the pertinent points of the project so you're aware of what's going on. The 39th Avenue reconstruction project is starting at Highway 165 where the north part of the roundabout leg ended a couple years ago. It will go north to just south of 97th Street. Included in that will be the intersection of Springbrook Road and 39th.

Village Board Meeting
May 5, 2014

The project is going to include in a good chunk of the roadway at 25 foot raised median, two 12-foot travel lanes, two 5-foot bike lanes, 8 foot parking lanes south of Springbrook, 30 inch curb and gutter. In addition there will be two 10 foot sidewalks with variable terraces on both side of the roadway. And then finally the project will include decorative lighting.

Mike Pollocoff:

Decorate lighting means street lights.

Mike Spence:

Yes, street lights. The need for the project currently it's a rural cross-section with no curb and gutter. The land uses are in close proximity to the roadway. The existing cross-section as you know consist of two 12-foot travel lanes and an 8 foot shoulder on each side. The road was last resurfaced -- that's not right in 2012. I apologize for that. It's been I think --

Mike Pollocoff:

2004.

Mike Spence:

2004, and it exhibits transverse cracking and rutting. With most transportation facilities generally we as well as the State DOT are looking to provide bicycle and pedestrian accommodations. So that doesn't exist currently. The roadway functions as one of the primary principal north/south arterials in the Village. And then finally it's adjacent to the Village Green Center on the west side of the street which will be a mixed use development.

Again, because of this and location to the Village Green it's an integral part of future residential and commercial development in the area. In addition, the sidewalks and parking lanes will make it a more complete street. The posted speed will be 30 miles per hour. The design speed, typically engineers design the roadway for a little bit higher speed for safety just if somebody chooses not to obey the speed limit.

This is an overview of the project, again, starting from just where the existing roadway ends by the roundabout, again, continuing north is to the right here. Then this is 100th Street, Village Hall is right here, and then this is the intersection with Springbrook. This is the proposed intersection with Springbrook, a roundabout. A roundabout was chosen for a number of reasons, for safety, for cost. We've had very good experience with the two existing roundabouts on 165 at 39th and Springbrook. Any accidents have been minimal and also very non-life threatening and non-severe. By nature roundabouts eliminated t-bone crashes. And it's more sideswipes, so it's much safer. So, again, north is to the right, Village Hall is in this area. There will be a separate right turn lane going north onto Springbrook. So this is the general configurations. Gordy's is right here.

Village Board Meeting
May 5, 2014

One thing I wanted to point out on the project we are looking at moving the access to Village Hall, and I'll show you where it is in a minute. But we're looking to move it to Springbrook Road. And the reason for that is, I'll try to show it on this drawing here, just before the existing entrance to Village Hall traffic is starting to split to go either east on Springbrook or north on 39th. And it becomes a safety issue for traffic trying to cross the lane where traffic is already in a position to turn right. So from a safety perspective we decided to eliminate that access there. Plus, again, because of the proximity to the roundabout there would be a problem with left turning onto that into the access for Village Hall as well.

This drawing shows where the future access is going to be. Again, actually north is actually a little bit to the right here. This is Gordy's. This is the new Village Hall access. It will actually be across from where the current access is for Gordy's. And then as you travel to the east this will be the new fire station number 1 access and for the fire vehicles. Again, the typical sections that we're looking at we have the median, and we'll have a driving lane, a bike lane, parking lane, curb and gutter, a terrace area and then the 10 foot sidewalk, and that will basically be on both sides.

[Inaudible]

The sidewalk will go all the way -- we will connect in with the sidewalks on the south end by 165 and continue north through the roundabout, and there will be a sidewalk on a portion of Springbrook by the roundabout. And then the sidewalks will continue to the north on 39th to just south of 97th Street. Again, these are sections on Springbrook. There will be a divided median as you approach the roundabout, but as you get east and west of the roundabout there will be no median. It will taper into the current section. As part of this project the Village is looking to --

Mike Pollocoff:

I think that's probably the next item.

Mike Spence:

What's that?

Mike Pollocoff:

That's the next item. I guess the things I wanted to just focus in on from Mike's presentation is that this intersection here at 39th and Springbrook Road is one of our higher accident locations, and it's been so for years. In fact, there was originally a hazard mitigation grant that realigned that intersection probably 15 years ago because we've had a number of deaths at that intersection. We still have accidents where people are either running the red light or delayed yellow light. And it's just a classic signal intersection where people making left turns are getting t-boned.

The Village Green Plan which is something that the Village has worked on for a number of years identified the area to the west to be the future Village commercial area. And that process has been through probably a good ten years worth of planning. We've had probably four public

Village Board Meeting
May 5, 2014

meetings and workshops where we filled this auditorium up with people who live in the surrounding area plus people who are generally interested. And the concept of improving 39th Avenue as well as Springbrook has been one that's been vetted out in the public for quite some time.

We've wanted to approach this project as part of the Village Green project in a financially prudent manner. There's some things that the Village needs to do to make that road safe and for people to be able to bike on it or walk. And this is prior to it turning to commercial. Because as commercial development occurs in that area you want to have existing pedestrian access points and bicycle safety points in place. Otherwise you end up with something like you have on 52nd Street in Kenosha where you try to fit that in after the fact and it never does work.

So, anyway, we had planned to do this road all along, and 39th Avenue is a County road that will be becoming a Village road. Kenosha County participated with the Village on this. They've helped us by providing us with their STP funds for the grant for this project that's in the amount of \$1.5 million. And that's money that's coming through the federal government that gets passed on to counties and villages and cities for road projects. So the nice thing about that is it doesn't take away from our existing STP allocation for any other projects.

And as well we've gone through a number of meetings where we identified how the LakeView Corporate Park TID can help with the cost here so that we can have this construction take place and not come onto the property tax levy for the existing homeowners and residents in the area. So the total project is \$3.4 million of which right now we're not going to have to put any of that on the property tax levy with the way we have this structured. So this is an important project, and it's going to do a lot to facilitate a safer operating in this area. And plus I think over time, and it's not going to happen within the next year or so, but it's going to be putting in that basic infrastructure that's going to be a springboard for the Village Green commercial development as that happens. And we can have it happen in a way that's not going to create a safety hazard or a traffic hazard.

So I think this is a good program and it's an involved program. We've been working specifically on just this construction project for well over a year now to get it to the point where it is. It's just one of those things where it's not a Village operated project, it's done through the DOT. So we're working through the process that they require as far as design and planning standards. So I want to give the Board an opportunity to approve the program as they see it at this point.

Michael Serpe:

Just a question, Mike. As it stands right now there's no truck traffic to this roundabout, is that right?

Mike Pollocoff:

There's no through truck traffic. If a truck is making a delivery to here or some house they can do that. But as far as running through they can't.

Village Board Meeting
May 5, 2014

Michael Serpe:

Unlike 39th and 165 this is going to be a single lane roundabout?

Mike Pollocoff:

No, it will be two.

Mike Spence:

As you're traveling north on 39th there's two lanes here. There's one lane that will go straight and then you'll be able to go either to the west or straight on 39th. Then there's another lane that is for right turns.

Michael Serpe:

Right. But going through in between that's a single lane there, right?

Mike Pollocoff:

Right.

Mike Spence:

That's single lane. That's based on the traffic analysis, traffic studies that were done for the area. The other thing as far as truck traffic, too, the roundabouts are always designed with a truck apron. And my understanding is at the roundabouts on 165 our fire department has had no problems negotiating that, actually even needing to go on the truck apron. But that is an added factor there.

Michael Serpe:

I have one other question on the sidewalks. We're putting those in, we're not assessing those sidewalks to the property owners, are we?

Mike Pollocoff:

Right, that's a project cost.

Michael Serpe:

But the property owners are going to be required to maintain those, right?

Village Board Meeting
May 5, 2014

Mike Pollocoff:

Well, some are and some aren't. The ten foot wide major path will be ours. But the sidewalks themselves, typical sidewalks are going to be up to the property owners to maintain.

Michael Serpe:

Are there plans for the sidewalks to go any further at this point?

Mike Pollocoff:

To the north?

Michael Serpe:

Yeah, past 97th at some point?

Mike Pollocoff:

As the development warrants. Right now I think that road as the width. Probably at some point there's going to need to be a second lane put on northbound 39th to take it from 97th up to 93rd so it can join up with that existing four lane. And that would be a project that I'd really recommend that we get a grand because it would be difficult to get the cemetery to pay for a road that they're not using there.

John Steinbrink:

Clyde?

Clyde Allen:

Thank you, Mr. President. Question, Mike. Traffic coming headed on 39th going through the roundabout goes through a one way, and you've got traffic on Springbrook. I got that backwards. I guess my point is the traffic turning into Village Hall access, I think you've got to go back one more slide, maybe two more, so I guess my question is if there's a potential for a bottleneck there, if you've got traffic for the fire department and Village Hall in that one lane and then traffic going straight through the roundabout would have to all hold up for Village Hall traffic?

Mike Spence:

The movement to get into Village Hall is really non-obstructed. Other than the merge right here there's no stopping.

Village Board Meeting
May 5, 2014

Michael Serpe:

What about turning left into the Village Hall as you're heading west on Springbrook Road? Is there a bypass lane over there somewhere?

Mike Spence:

There's one lane here but it starts to divide into two to get into the roundabout. So in effect you could pass somebody turning left on the right side.

Michael Serpe:

Alright. Is that going to be big enough to legally mark it, to put the road markings in there for a left turn?

Mike Spence:

Yes. And the other thing to note is that we are going to have some type of preemption or notification for traffic when vehicles are entering Springbrook for an emergency call.

Mike Pollocoff:

There will be a red signal light that will go off when the trucks are going.

Steve Kumorkiewicz:

One thing good about that is Gordy was complaining. We've got the entrance to go with these just like now with the Village going to Springbrook Road. And also it's another exit from Gordy's to the northbound 39th Avenue.

Mike Pollocoff:

Gordy's doesn't change outside of grade, grades at the driveways. We've got a little realignment coming on there because we're going to south. But really actually Gordy's isn't being touched.

Mike Spence:

We're not affecting there. The only issue there is going onto 39th out of Gordy's it will be right turn only or right turn in but you won't be able to cross.

Steve Kumorkiewicz:

Yeah, but you can go south and go in the roundabout. No problem.

Village Board Meeting
May 5, 2014

Mike Spence:

Yes. If somebody wants to go south they can go out here and then just go around the roundabout.

Steve Kumorkiewicz:

I see no problem with that.

Michael Serpe:

I move approval of Resolution 14-12.

Steve Kumorkiewicz:

Second.

Mike Pollocoff:

We haven't heard that one yet.

Mike Pollocoff:

Just approve the project as presented.

Michael Serpe:

The engineer's report, the engineer's project are we supposed to approve that?

Mike Pollocoff:

Yes.

Michael Serpe:

I move approval.

John Steinbrink:

Motion by Mike, second by Steve. Any further discussion on the engineer's report?

SERPE MOVED TO APPROVE THE 39TH AVENUE/SPRINGBROOK ROAD RECONSTRUCTION PROJECT INCLUDING THE ENGINEER'S REPORT AS PRESENTED; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

D. Consider Resolution #14-12 authorizing the Village Administrator to acquire property for the 39th Avenue/Springbrook Road roadway project.

Village Board Meeting
May 5, 2014

Mike Pollocoff:

Mr. President this resolution based on the project that we've seen and we've done will be, one, adopting a relocation plat which is attached to your resolution. And this resolution specifies where the relocation order is going to be placed, the properties that we're going to need to be acquiring easements or fee simple titles to portions of the land. And it authorizes me to negotiate for the proper owners to reach settlement on any amounts that we'd have to pay to acquire the rights to the properties for us to construct the road and widening it.

Michael Serpe:

I'll repeat myself. Approve Resolution 14-12.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde. Any discussion on Resolution 14-12?

SERPE MOVED TO ADOPT RESOLUTION #14-12 AUTHORIZING THE VILLAGE ADMINISTRATOR TO ACQUIRE PROPERTY FOR THE 39TH AVENUE/SPRINGBROOK ROAD ROADWAY PROJECT; SECONDED BY ALLEN; MOTION CARRIED 5-0.

E. Consider award of contract for the construction of restroom facilities and pavilion at the North ball fields in Prairie Springs Park.

Mike Pollocoff:

Mr. President, we recently opened sealed bids for the construction of a restroom facility located on the north ball fields on Park Drive and Prairie Springs Park. A restroom would service the people using the ball field as well as people who are using the trail, the prairie Farms trail as well as the trail around Prairie Springs Park. This field receives both soccer, softball and football use. We've budgeted \$110,000 for this project. The bidding came in and we've evaluated the bids. Some we rejected, and some that we'll be doing some things ourselves and some we've accepted.

The low bid for the general trades was Riley Construction in the amount of \$80,065. Sheet metal work Van's Roofing \$6,900. Plumbing from Southport Heating with the low bid of \$26,950. On the open air pavilion the low bid was submitted by Riley Construction again, and the sheet metal the low bid was submitted in the amount of \$4,900. The bid estimates for three and four was \$18,218 to construct the open air pavilion.

The Director of Public Works is recommending we accept contracts 3, 4 and 6 for \$113,915 to construct the restroom, and the low bidders for \$18,218 to construct an attached open air pavilion.

Village Board Meeting
May 5, 2014

I might add the original estimate on this project from the Partners in Design plan was \$360,000. So we get this project in significantly what we anticipated it was going to be. If there's any question John Steinbrink, Jr. is here to answer any questions you have on the bid tabs or the project itself.

John Steinbrink, Jr.:

John, just one question. What is the roof going to look like on these that Van's Roofing is doing it? Is it a standing seal seam?

John Steinbrink, Jr.:

Yeah, the roofing is going to be identical. Actually the whole building structure, the exterior brick, the roof, the columns, everything is going to be exactly like the ball fields on the south side. We made sure to match the architectural look of it so you have the steel roof and the exposed nice black on the outside.

John Steinbrink:

Any other comments or questions?

Steve Kumorkiewicz:

So eventually it's going to be closed? Right now it's going to be open?

John Steinbrink, Jr.:

Oh, no, the pavilion is going to be open all the time the same way the one on the south is. There's a lot of events that happen over there, and a lot of times people are just looking for shelter to sell hot dogs and sit out of the sun and stuff like that. And so that's why we're looking at just having an open air, the same way that the one on the south side is open air. And then when they do 5K runs and other events they'll have a place to put up their AV equipment and stuff like that in case of rain.

Steve Kumorkiewicz:

We've got water lines over there. Do we have sewer?

John Steinbrink, Jr.:

Yeah, we actually stuck sewer and water back when the ball fields were construction back ten years ago. And so all the laterals are there as Mr. Pollocoff said. It really is bare bones from where we started years ago just to get what we need to serve that portion of Lake Andrea. So there's really no frills in it. You can see we're probably 30 percent of where we started with it. And we had a lot of meetings with recreation staff and park staff and myself and other department

Village Board Meeting
May 5, 2014

heads just to figure, okay, what can we really just get by with to satisfy the needs and this is what we came up with and we're very happy with it.

John Steinbrink:

So in the event of bad weather during a game or something this is something that serves as a safe shelter there.

John Steinbrink, Jr.:

Yeah, it's like a 24 by 20 open pavilion. And so depending on the size of the kids you could probably pack quite a few in there.

Clyde Allen:

Make a motion to approve.

Michael Serpe:

Second.

John Steinbrink:

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

ALLEN MOVED TO AWARD OF CONTRACTS FOR THE CONSTRUCTION OF RESTROOM FACILITIES AND PAVILION AT THE NORTH BALL FIELDS IN PRAIRIE SPRINGS PARK AS FOLLOWS:

RESTROOMS:

Contract 3 General Trades	\$80,065 Riley Construction
Contract 4 Sheet Metal	\$ 6,900 Van's Roofing
Contract 6 Plumbing	\$26,950 Southport Heating and Plumbing

The bid estimate for contracts 3, 4, and 6 is \$113,915 to construct the restroom facility.

OPEN AIR PAVILION

Contract 3 General Trades	\$13,318 Riley Construction
Contract 4 Sheet Metal	\$ 4,900 Van's Roofing

The bid estimate for the contracts 3 and 4 is \$18,218 to construct the open air pavilion.

SECONDED BY SERPE; MOTION CARRIED 5-0.

Village Board Meeting
May 5, 2014

- F. Consider a two year contract agreement between the Village of Pleasant Prairie and the Village of Pleasant Prairie Police Officers Association, Local 185 of the Wisconsin Professional Police Association, Inc. for the 2014-2015 calendar years.**

Mike Pollocoff:

Mr. President, we've come to a tentative agreement on this contract with the local union, but as of yet we haven't been able to get a signature on the contract from the main union business office because he's gone. So I'd recommend that we place this on the table and bring it back when we meet next. He's going to be out of town I think for the next week or so.

Steve Kumorkiewicz:

Make a motion to table.

Kris Keckler:

Second.

John Steinbrink:

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

KUMORKIEWICZ MOVED TO CONCUR WITH THE VILLAGE ADMINISTRATOR'S RECOMMENDATION TO TABLE CONSIDERATION OF A TWO YEAR CONTRACT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND THE VILLAGE OF PLEASANT PRAIRIE POLICE OFFICERS ASSOCIATION, LOCAL 185 OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC. FOR THE 2014-2015 CALENDAR YEARS; SECONDED BY KECKLER; MOTION CARRIED 5-0.

- G. Consider the request for a one-year time extension of a Certified Survey Map, Easement Documents, Development Agreement and related documents to subdivide property generally located west of the Whittier Heights Subdivision.**

John Steinbrink:

And my family has interest in this property so I'm going to relinquish the gavel to our new President Pro-Tem.

Michael Serpe:

Jean?

Village Board Meeting
May 5, 2014

Jean Werbie-Harris:

Trustee Serpe and members of the Board, on October 13, 2008 the Plan Commission had held a public hearing related to a zoning map amendment and consideration of a CSM, easement documents and amendment of restriction development agreement as well as related documents regarding the relocation of detention facilities from Lot 58 of the Whittier Heights First Addition Subdivision and Lots 76 and 77 of the Whittier Heights Third Addition Subdivision to an adjacent property west of the Subdivisions which is actually west of that drainageway on property that was owned by another individual. The Plan Commission recommended that the Board approve the request provided that all conditions were satisfied by a specified date.

On March 2, 2009 the Village granted an extension of these documents. Again, a year later they granted another two year extension. And now we are coming up upon another expiration date. What has happened in the interim is that a new property owner, John Steinbrink, Steinbrink Limited Partnership, owners, have recently acquired this property and the ones in Whittier Heights. And as a result of just taking over this project they are requesting a one year time extension until May 10, 2015 for the Village Board to consider easement documents, development agreement and all the related documents related to the relocation of the detention facilities in the Whittier Heights Subdivision.

The staff recommends that the Board grant the one year extension until May 10, 2015 subject to the compliance with the Village staff report of October 13, 2008. A copy of these conditions are all on file with the community development department. In addition, compliance with any conditions as stated above the extension is subject to compliance with any additions, modifications or changes in any of the ordinances, policies, regulations or approvals that are in effect for the Village at the time that the project does move forward.

Michael Serpe:

Comments or questions?

Steve Kumorkiewicz:

I'm going to move to approve it.

Kris Keckler:

Second.

Michael Serpe:

Motion by Steve, second by Kris for approval.

Village Board Meeting
May 5, 2014

KUMORKIEWICZ MOVED TO GRANT THE REQUEST FOR A ONE-YEAR TIME EXTENSION OF A CERTIFIED SURVEY MAP, EASEMENT DOCUMENTS, DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS TO SUBDIVIDE PROPERTY GENERALLY LOCATED WEST OF THE WHITTIER HEIGHTS SUBDIVISION; SECONDED BY KECKLER; MOTION CARRIED 4-0 WITH JOHN STEINBRINK RECUSING HIMSELF FROM DISCUSSION OR VOTING WITH RESPECT TO THIS MATTER.

Mike Serpe:

I'll turn it over to President Steinbrink. Thank you, John.

John Steinbrink:

Thank you, Mike.

H. Consider Commission Appointments.

Mike Pollocoff:

Mr. President, we've gone through the various commissions and there's a few changes. On the Plan Commission we're recommending reappointment of Michael J. Serpe, James Bandura and John Braig for a three year term ending May 1, 2017. Andrea Rode and Bill Stoebig as alternates are one year terms until May 1, 2015. Park Commission I'm recommending the appointment of Kris Keckler, Troy Holm, Steve Kundert and Cindy Schwab for a two year term until May, 2016. And Jim Bandura as an alternate. Recreation Commission I'm recommending that Steve Kumorkiewicz, John Bealer, Robert Marfechuk have their terms extended until 2016. Dino Laurenzi as an alternate for a one year term until May 1, 2015. And we still have one open alternate on the Recreation Commission.

Police and Fire Commission there's one appointment that would be Larry Nelson for a term that would end May 1, 2019. The Board of Appeals regrettably we received a resignation from Jenny Holman who is on the Board of Appeals, dealing with some health issues. So I know we wish her well, and she's requested that she be off the Commission immediately. As such we have an alternate, David Hildreth, to fill that position filling her term until May 1, 2015. Mark Riley, Tom Glassman and Steve Kumorkiewicz as alternate number 1 to fill terms until May 1, 2017. Recommending Clyde Allen as an alternate for May 1, 2015. Board of Review one member, John Braig for his term to go to May 1, 2019. The Convention and Visitors Bureau recommending Paul Whiteside, Margaret Hodge and Kathy Jalensky for terms to end May 1, 2017.

Michael Serpe:

Move approval as presented.

Village Board Meeting
May 5, 2014

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any discussion?

SERPE MOVED TO APPROVE THE FOLLOWING COMMISSION APPOINTMENTS:

Plan Commission

Michael J. Serpe	Term – May 1, 2017
James W. Bandura	Term – May 1, 2017
John Braig	Term – May 1, 2017
Andrea Rode (Alternate #1)	Term – May 1, 2015
Bill Stoebig (Alternate #2)	Term – May 1, 2015

Park Commission

Kris Keckler	Term – May 1, 2016
Troy Holm	Term – May 1, 2016
Steven Kundert	Term – May 1, 2016
Cindy Schwab	Term – May 1, 2016
Jim Bandura (Alternate #1)	Term – May 1, 2015

Recreation Commission

Steve Kumorkiewicz	Term - May 1, 2016
John Bealer	Term – May 1, 2016
Robert C. Marfechuk	Term - May 1, 2016
Dino Laurenzi (Alternate #1)	Term – May 1, 2015
Open (Alternate #2)	Term – May 1, 2015

Police & Fire Commission

Larry Nelson	Term – May 1, 2019
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Board of Appeals

David Hildreth*	Term – May 1, 2015
Mark Riley	Term – May 1, 2017
Tom Glassman	Term – May 1, 2017

Village Board Meeting
May 5, 2014

Steve Kumorkiewicz (Alternate #1) Term – May 1, 2017
Clyde Allen (Alternate #2) Term – May 1, 2015

*fulfilling vacated term of Jennie Holman who resigned

Board of Review

John Braig Term – May 1, 2019

Kenosha Area Convention and Visitor's Bureau

Paul Whiteside Term – May 1, 2017
Margaret Hodge Term – May 1, 2017
Kathy Jalensky Term – May 1, 2017

SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

- I. Consider the request for a new liquor license agent for the Olive Garden Restaurant located at 10110 77th Street.**

Jane Romanowski:

Mr. President and Board members this is exactly what the Board just approved a couple weeks ago for the Chancery. GMRI, Inc. has applied for a new agent for the Olive Garden as John indicated and the successor agent has complied with all the requirements. Chief Smetana has approved the agent, Amy Lamb, and I would recommend approval of Amy Lamb as the agent. Fees have been paid. Again, she's met the training requirements. She's held a liquor license before in Greenfield. So it's just a matter of making sure she's on the license now, and then at renewal time it will come up with her name on it. I recommend approval.

Steve Kumorkiewicz:

Move to approve.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris. Any discussion?

KUMORKIEWICZ MOVED TO GRANT THE REQUEST OF GMRI, INC. AND APPROVE AMY LAMB AS THE NEW AGENT TO HOLD THE LIQUOR LICENSE FOR THE OLIVE GARDEN RESTAURANT LOCATED AT 10110 77TH STREET; SECONDED BY KECKLER; MOTION CARRIED 5-0.

Village Board Meeting
May 5, 2014

J. Consider Operator License Applications on file.

Jane Romanowski:

Just one tonight and I recommend approval.

Michael Serpe:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

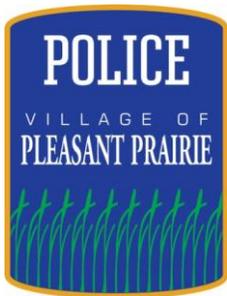
Motion by Mike, second by Steve. Any further discussion?

**SERPE MOVED TO APPROVE THE OPERATOR LICENSE FOR ALYSSA PETERSON;
SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

10. VILLAGE BOARD COMMENTS – None.

11. ADJOURNMENT

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ;
MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:55 P.M.**



MEMO

TO: Village Board Members, Michael Pollocoff, Jane Romanowski
FROM: Chief David Smetana
RE: Officer Awards
DATE: May 19, 2014

Officers Gainer and Mrnak will be receiving the Life Saving Award for their actions on 12-23-13. Both officers responded to a medical emergency at Fair Oaks Farms on 95th Street. They discovered a man who was pulseless and not breathing. Both officers performed CPR until relieved by rescue personnel. While the party eventually succumbed after arriving at the hospital, Officers Gainer and Mrnak responded in a manner which provided the victim his best chance of survival.

Deputy Chief David Mogensen, Detective Heather Mogensen, Officer Megan Mrnak and Officer Gerry Paul are receiving letters of commendation for their participation in the animal abuse case which began in April of 2013.

D.C. Mogensen is recognized for his overall supervision, planning and ongoing assistance and organization of the events surrounding the case, from the inception and planning of the search warrant execution. Through the animal adoption process, which he assisted in establishing.

Heather Mogensen is recognized for her handling of the investigation from April of 2013 to the present date. Detective Mogensen's investigative skill and organizational ability made an extremely complex case manageable. Her involvement in every aspect of this case from the initial investigation to the adoption of animals and spending countless weekends preparing the animals for the adoption process were key to success of this case to date. To the criminal justice system and the local farming and equestrian community have proven the dedication of the Village and the professionalism of the Pleasant Prairie Police Department.

Officer Gerry Paul and Officer Megan Mrnak are also being honored with a letter of commendation for their actions during the animal abuse case. Officer Paul assisted by using his own equipment to shuttle the animals which were removed from the property to temporary shelters during the execution of the search warrant. Officer Paul also assisted throughout the investigation with the care of the animals and continued through the adoption process by helping preparing the final horses for the adoption.

Officer Mrnak is also being recognized for the valuable assistance offered during the animal investigation through the execution of the search warrant to the assistance to Detective Mogensen and the Detective Division and the caring for the horses and other animals after they were removed from the farm and through the end of the adoption process.



TO: Village Board
Michael Pollocoff, Village Administrator

Consider a two year contract agreement between the Village of Pleasant Prairie and the Village of Pleasant Prairie Police Officers Association, Local 185 of the Wisconsin Professional Police Association, Inc. for the 2014-2015 calendar years.

Recommendation: Authorize the Village Administrator and the Village President to accept the proposed 2014-2015 contract.

Significant Changes include:

ARTICLE VIII – WAGES

A. Section 8.01 Wages:

1. Increase all rates on Schedule “A” by 2.0%, effective January 1, 2014.
2. Increase all rates on Schedule “A” by 2.0%, effective January 1, 2015.

B. Section 8.02 – Wisconsin Retirement System Contribution:

1. Effective as of the date of ratification of this settlement by the Village and Local 185, all employees shall contribute 6.5% of the employee’s contribution required by the Wisconsin Retirement System.
2. Effective January 1, 2015, all employees shall contribute the full amount required by the Wisconsin Retirement system for general service employees.

ARTICLE XVI – INSURANCE

A. Section 16.01 – Hospital-Surgical:

Effective January 1, 2014, employees will contribute five percent (5.0%) toward their insurance premium. Effective as of the date of ratification of this Agreement by both parties, employees shall contribute three percent (3.0%) toward their health insurance premium. Employees who achieve and maintain “Silver” status under the Village Wellness Program by December 1, 2014 shall continue to contribute 3.0% toward health insurance premium.

Employees who elect not to participate in the Village Wellness Program, and employees who do not achieve “Silver” status as of December 31, 2014, shall contribute twenty percent (20%) toward their health insurance premium throughout 2015.

Employees who achieve “Silver” status between December 1 and December 31, 2014 shall contribute 20% toward their health insurance premium through the month of January, 2015, and shall revert to a 3.0% premium contribution as of February 1, 2015.

ARTICLE XXV – RESIDENCY

Employees covered under this Agreement shall reside within fifteen (15) miles of the jurisdictional boundaries of the Village. Newly hired bargaining unit employees shall establish such residency within twenty-four (24) months of their date of hire. Current employees who do not live within this boundary as of the date of ratification of the Agreement by both parties, may retain their current residence, but must relocate within this boundary if they change residence following ratification of this Agreement by both parties.

ARTICLE XXVI – DURATION

Revise to reflect a two-year contract, January 1, 2014 through December 31, 2015.

The balance of the changes will be reflected in the contract.

AGREEMENT

between

VILLAGE OF PLEASANT PRAIRIE

and

**VILLAGE OF PLEASANT PRAIRIE
POLICE OFFICERS' ASSOCIATION, LOCAL 185,
WISCONSIN PROFESSIONAL POLICE ASSOCIATION**

Effective

January 1, 2014 through December 31, 2015

INDEX

PREAMBLE	1
ARTICLE I - RECOGNITION.....	1
ARTICLE II - MANAGEMENT RIGHTS	1
ARTICLE III - REPRESENTATION	2
ARTICLE IV - GRIEVANCE PROCEDURE	2
ARTICLE V - BULLETIN BOARDS.....	4
ARTICLE VI - HOURS OF WORK WEEK, HOURS AND OVERTIME.....	4
ARTICLE VII - SENIORITY.....	9
ARTICLE VIII - WAGES	10
ARTICLE IX - VACATIONS	10
ARTICLE X - HOLIDAYS	12
ARTICLE XI - SICK LEAVE.....	12
ARTICLE XII - JURY DUTY.....	15
ARTICLE XIII - MILITARY LEAVE.....	15
ARTICLE XIV - FUNERAL LEAVE.....	15
ARTICLE XV - WORKER'S COMPENSATION.....	16
ARTICLE XVI - INSURANCE	16
ARTICLE XVII - SEPARABILITY	19
ARTICLE XVIII - UNIFORM ALLOWANCE.....	19
ARTICLE XIX - ENTIRE MEMORANDUM OF AGREEMENT	21
ARTICLE XX - DRUG AND ALCOHOL TESTING.....	21
ARTICLE XXI - NO STRIKE AGREEMENT	22
ARTICLE XXII - FAIR SHARE.....	22
ARTICLE XXIII - DUES DEDUCTION.....	24

ARTICLE XXIV - EDUCATION INCENTIVE.....	24
ARTICLE XXV - RESIDENCY	25
ARTICLE XXVI - DURATION	25

PREAMBLE

This agreement is made and entered into by and between the Village of Pleasant Prairie, hereinafter referred to as the "Village", and the Wisconsin Professional Police Association, hereinafter referred to as the "Association". Furthermore, unless specifically set forth herein, past practices of any kind whatsoever are hereby discontinued.

ARTICLE I - RECOGNITION

Section 1.01: The Employer hereby recognizes the Wisconsin Professional Police Association as the sole and exclusive bargaining agent for all regular full-time and regular part-time employees of the Village of Pleasant Prairie with the powers of arrest, but excluding all supervisory, managerial and confidential personnel.

ARTICLE II - MANAGEMENT RIGHTS

Section 2.01: The Village possesses the sole right to operate the Village of Pleasant Prairie and all management rights repose in it. These rights include, but are not limited to, the following:

- A. To direct and maintain the efficiency of all operations of the Village of Pleasant Prairie;
- B. To determine the kinds and amounts of services to be performed as pertains to Village operations and the number and kind of classifications to perform such services;
- C. To determine the methods, means and personnel by which operations are to be conducted;
- D. To create new departments and to introduce new or improved methods of operations, work practices or facilities, and to permanently or temporarily terminate, consolidate, transfer or modify existing departments, methods of operations, work practices, or facilities;
- E. To establish reasonable work rules and schedules of work, including modification of the hours of work, and overtime when required;
- F. To determine the size and composition of the work force and the work to be performed;
- G. To hire, promote, transfer, layoff, schedule and assign employees in positions, subject to existing Village procedures;

- H. To determine employee competence and qualifications for positions;
- I. To suspend, demote, discharge and take other disciplinary action for just cause;
- J. To contract out for goods, so long as the contracting does not result in the layoff of full-time unit personnel;
- K. To take whatever action is necessary to comply with State or Federal law;
- L. To take whatever action is necessary to carry out the functions of the Village in situations of emergency.

ARTICLE III - REPRESENTATION

Section 3.01: Association: The Association shall be represented in all bargaining negotiations with the Village by such representatives as the Association shall designate.

Section 3.02: Village: The Village shall be represented in such bargaining negotiations by such representatives as the Village Board and Village Administrator shall designate.

Section 3.03: Association business, with the exception of negotiations, may be conducted on duty time so long as said business does not interfere with the normal operations of the Police Department, and provided permission of the Chief or Shift Supervisor is obtained. Representatives are defined as those designated to act on behalf of the Pleasant Prairie Police Officers.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 4.01: Procedure: The Village Board and employees agree that the prompt and just settlement of a grievance is of mutual interest and concern. A grievance shall be defined as a dispute concerning an alleged violation of the terms of the collective bargaining agreement. The provisions of this grievance procedure are strictly limited to interpretation of this Agreement, and to those matters which do not come within the jurisdiction and procedures of the Village of Pleasant Prairie Village Board and Police and Fire Commission. All matters within the jurisdiction of the Pleasant Prairie Village Board and/or Police and Fire Commission are reserved to these respective bodies and are not subject to the following procedure.

STEP 1: Any employee who has a grievance shall first discuss it with his immediate supervisor, with or without the presence of the steward, at the employee's option. Such discussion must occur within **ten (10) calendar** days after the employee knew of the event giving rise to the grievance. If the grievance is not resolved between the employee and the immediate supervisor, the grievance shall be reduced to writing, in triplicate, on a form provided by the

Association, and the Association shall request a meeting with the Chief within ten (10) calendar days after the supervisor's answer to the employee. If the grievance is resolved between the employee and the immediate supervisor, the Association shall be notified of the settlement.

STEP 2: The employee may meet with the Chief and the steward and/or other representatives of the Local. The Chief shall give his answer in writing to the grievant within ten (10) calendar days of this meeting.

STEP 3: In the event the grievance is not satisfactorily adjusted in Step 2, the grievant may appeal the grievance to Step 3 by notifying the Village Administrator within ten (10) calendar days of the completion of Step 2. This appeal shall be in writing and shall state the name of the aggrieved, the date of the grievance, the subject of the grievance and the relief requested. The Village Administrator and the Association shall meet to discuss the grievance within ten (10) calendar days of the written appeal. The parties may mutually agree to extend the time limit at this step in accordance with Section 4.03 below.

STEP 4: All grievances, which cannot be adjusted in accordance with the above procedure, may be submitted to an impartial arbitrator within ten (10) calendar days following receipt of the Village Administrator's answer in Step 3 above. The arbitrator shall be selected by the mutual agreement of the parties or, if no such agreement can be reached, the Association or the Village may request one (1) panel of seven (7) arbitrators each from the Wisconsin Employment Relations Commission. The arbitrator shall be selected from the panel by each party alternately striking a name from the panel until only one (1) name remains, the party desiring arbitration striking the first name. Expenses of the arbitrator shall be shared equally by both parties. The authority of the arbitrator shall be limited to the construction and application of the terms of this agreement, and limited to the grievance referred to him/her for arbitration; he/she shall have no power or authority to add to, subtract from, alter or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Association and the Village.

Section 4.02: Time Limits - Appeal and Settlement: The parties agree to follow each of the foregoing steps in processing the grievance and, if the Village's representative fails to give his/her answer within the time limit herein set forth, the grievance is automatically appealed to the next step at the expiration of such time limit. Any grievance which is not appealed to the

next step within the time limit provided herein shall be considered settled on the basis of the Village's last answer.

Section 4.03: Extension of Time Limits: Additional days to settle or move a grievance may be extended by mutual agreement. No retroactive payments on grievances involving loss of pay shall be required of the Village prior to ninety (90) calendar days before the grievance was first presented in writing.

Section 4.04: Time Limits for Filing Grievances: Any grievance shall be presented within ten (10) days after the date of the event or occurrence, or said grievance will be barred. Any grievance which is not filed within ten (10) days shall be considered to be untimely.

Section 4.05: Work Rules and Discipline: Employees shall comply with all provisions of this Agreement and all reasonable work rules. Employees may be disciplined for violation thereof under the terms of this Agreement, but only in a fair and impartial manner. When any employee is being disciplined or discharged, there may be an Association representative present, at the employee's option, and a copy of the reprimand may be sent to the Association.

ARTICLE V - BULLETIN BOARDS

Section 5.01: Bulletin boards shall be provided by the Village for the posting of job vacancies. Such bulletin boards may be used for the posting of Association notices. The Association agrees that it shall not post materials which are scurrilous, scandalous or detrimental to the labor-management relationship.

ARTICLE VI - HOURS OF WORK WEEK, HOURS AND OVERTIME

Section 6.01: Work Week: The standard work week or work schedule shall consist of five (5) on-duty days to be followed by three (3) off-duty days, and a second week consisting of five (5) on-duty days to be followed by two (2) off-duty days.

"On-duty" means the calendar day an officer is regularly scheduled to work a shift. For third shift officers, this means the calendar day at the start of their shift. Since an officer is considered "on-duty" for the entire calendar day they are scheduled to work, they shall be ordered to report back to work to cover an open shift before ordering an "off-duty" officer.

"Off-duty" means the calendar day an officer is scheduled off.

For the purpose of this article, "calendar day" equals one (1) complete twenty-four (24) hour period commencing at 12:01 a.m.

The on-duty work days shall be as outlined in Section 6.06, including a one-half (1/2) hour paid lunch period during which time the employee shall be on call. The annual hours of work shall be two thousand eighty (2080) hours. Full time employees shall be allowed two (2) ten-minute breaks per shift, subject to the needs of the department.

The position of Court Officer and School Resource Officer shall work a 5-2 work schedule Monday through Friday on first shift.

Section 6.02: Overtime: All employees who work in excess of the standards established by the Fair Labor Standards Act shall receive one and one-half (1-1/2) times the straight hourly rate for all overtime hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Employees shall have the option to receive overtime payments in either cash or compensatory time off to a maximum of eighty (80) hours. Compensatory time off may be carried over from year to year so long as the eighty (80) hour maximum limit is not exceeded. All compensatory time earned in excess of eighty (80) hours shall be paid in a lump sum during the first pay period in January. Requests for use of the compensatory time off shall be granted by the Chief, provided granting of such request does not interfere with the normal operations of the Police Department or result in the payment of overtime. No prior approval of compensatory time shall be granted with greater than sixty (60) days' advance notice.

Section 6.03: Call in Pay: Any employee who is ordered to report for duty at a time other than his/her regularly scheduled tour of duty and not contiguous to his/her regularly scheduled tour of duty (except for court time) shall be compensated a minimum of two (2) hours at time and one-half (1 1/2) or time and one-half (1 1/2) for all time worked, whichever is greater, for the performance of that assignment.

Section 6.04: Court Pay: All employees who report for court duty during off-duty hours shall be compensated at a minimum of two (2) hours at time and one-half (1 1/2) or time and one-half (1 1/2) for all time worked, whichever is greater.

Section 6.05: Training School: Overtime earned as a result of attending required in-service training, required school sessions or range-time outside the regularly scheduled work shift shall be compensated at time and one-half (1 1/2), if such training time results in the

employee working more than ninety-two (92) hours in the fifteen (15) day cycle or any hours which would constitute FLSA overtime under any other work cycle.

Section 6.06: Work Shifts: Work shifts are defined as:

K-9 Officers:	Power Shift	8:00 PM – 4:00 AM
Patrol Officers:	First shift:	7:00 AM - 3:00 PM
	Second shift:	3:00 PM - 11:00 PM
	Third shift:	11:00 PM - 7:00 AM
	Power shift:	7:00 PM - 3:00 AM
Detectives:	First shift:	7:00 AM - 3:00 PM
	Second shift:	3:00 PM - 11:00 PM

Detectives shall be assigned to one of the two above listed shifts on a detective seniority basis. Detectives may have their shifts changed, provided they are given at least a twenty-four (24) hour notice prior to the day of the shift change. Detectives who receive a notice to appear in court shall immediately provide a copy to the Chief of Police or his designee.

When offered light-duty work assignments, officers may have their work shifts changed or modified upon mutual agreement of the Chief of Police and the officer.

The work shifts of employees who are receiving premium pay as instructors pursuant to Section 8.03 may have their shifts changed by the Chief, In order to accomplish their duties as instructors. No overtime shall be paid for such shift changes. Instructors included under this section are as follows: Firearms Instructor, DAAT, EVOC and Vehicle Contact Instructors.

Section 6.07: Permanent Shift Selection: Permanent shift selection shall be made on a seniority basis, using Patrol Seniority or Detective Seniority as appropriate (see Section 7.01). If, during the year, vacancies occur, said vacancies shall be posted for a period of no less than seven (7) calendar days and filled by seniority. Employees may trade permanent shifts, provided seniority is maintained. For the purpose of this article, "calendar day" equals one (1) complete twenty-four (24) hour period commencing at 12:01 a.m. It shall be the employee's responsibility to review and be aware of such posting. The Chief or his designee shall date the initial posting.

Probationary employees shall be given shift assignments regardless of seniority, subject to the needs of the department. Probationary employees shall not be allowed to trade shifts without the permission of the Chief. Once an employee has completed probation, the employee

shall select one (1) of the permanent shifts described in Section 6.06, based upon seniority and availability of shift.

Section 6.08: Temporary Vacant Shifts (4 or More Hours Notice):

- A. Overtime assignments caused by four (4) or more hours notice will be filled by first offering the assignment to off-duty officers by seniority.
- B. If no off-duty officers accept the overtime, on-duty officers on the preceding and following shifts shall each be offered four (4) hours of overtime by seniority.
- C. If there are no volunteers to work the overtime, the overtime assignment shall be filled by ordering an on-duty officer or officers on a reverse seniority basis, to work the overtime.
- D. All advance notice overtime postings, excluding "Specialty Shifts" shall be approved not less than forty-eight (48) hours prior to the start of the scheduled overtime event. All other overtime events shall be filled using Sections 6.08 and 6.09. It shall be the responsibility of the officer to check the overtime list to see if the request for overtime has been approved.

Section 6.09: Temporary Vacant Shifts (Less than 4 Hours Notice):

- A. Full Shift: If an employee is unable to work his/her regularly scheduled shift and provides four (4) or less hours notice, the vacancy shall be offered in four (4) hour segments on a seniority basis to the officers who are working the on-duty shifts following and preceding the assignment.
- B. Partial Shift: If an employee is unable to work his/her regularly scheduled shift and provides four (4) or less hours notice, the vacancy, if less than four (4) hours in length, shall be offered on a seniority basis to the officers who are working the on-duty shifts following or preceding the assignment.
- C. If there are no volunteers, the shift commander may assign the work to an on-duty officer on a reverse seniority basis as described in Section 6.09(B).

Section 6.10: Specialty Shifts: A "Specialty Shift" shall be a previously scheduled shift created by the Chief or his designee outside of the established work shifts defined in Section 6.06. For grants and other special projects, such shifts shall be offered on a seniority basis, with the stipulation that acceptance of such an assignment shall not result in more than twelve (12)

consecutive work hours. If the shift cannot be covered by on-duty officers, off-duty officers may be assigned the shift on a reverse seniority basis.

For assignments that span two (2) or three (3) shifts (i.e. Black Friday) for which there are not enough volunteers, the assignment shall be broken up in such a way that an "on-duty" officer from each affected shift shall be ordered to fill the overtime.

For example, for a patrol special assignment that runs from 9 PM to 7 AM, on-duty third shift patrol officers shall work 9 PM to 11 PM, on-duty second shift patrol officers shall work 11 PM to 3 AM, and on-duty first shift patrol officers shall work 3 AM to 7 AM.

Section 6.11: For the purpose of this Article, "off duty" shall mean an officer who is not regularly scheduled to work on the day in question. (See Section 6.01).

Section 6.12: Maximum Hours: No officer shall work more than twelve (12) consecutive hours, with the exception of an emergency or special circumstance as determined by the Chief or his/her designee.

Section 6.13: Shift Trades: Employees shall be allowed to trade shifts with each other. Said trades shall be required to be made within sixty (60) days from the first trade day, except for the month of December when both trade days shall be scheduled in that month. No overtime shall be paid to those employees making such voluntary shift trades. In consideration of the fact that Detectives may not have another Detective to trade shifts with, Detectives may trade shifts with themselves subject to the following provisions:

1. Detectives may trade shifts with themselves once per week for the purpose of attending classes in an accredited college or university in which he/she is enrolled as a degree seeking student in either a law enforcement or public administration degree program.
2. Detectives may trade shifts with themselves for the purpose of conducting departmental business or casework. In such cases, advance approval of the Detective Lieutenant or Shift Commander on the shift the Detective is working shall be required.
3. Detectives may trade shifts with themselves for personal business. Trades for personal reasons shall be limited to one (1) occurrence every sixty (60) days and shall not accumulate. An "occurrence" is defined as one (1) trade day and one (1) payback day.

4. No overtime shall be paid for making such voluntary shift trades.

Section 6.14: Off days. The Chief or his/her designee reserves the right to deny any request for off days with less than twenty-four (24) hours' advance notice, except those which are selected pursuant to procedures which are identified in Sections 9.04 and 11.03 of this Agreement, if the granting of the off day would result in shift shortages and/or the need for payment of overtime in order to fill the slot.

ARTICLE VII - SENIORITY

Section 7.01: Determination of Seniority: Seniority shall be determined by the length of service as of the first date of employment by the Village as a full time police officer. Officers who are promoted to Detective shall maintain their overall departmental seniority; however the date of their promotion shall be used when determining seniority within the detective bureau (called detective seniority).

Section 7.02: Probation: All new employees shall be on probation for a period of eighteen (18) months. The probationary period may be extended by mutual agreement of the Chief of Police and the Association. If the employee proves unsatisfactory or unfit for continuance in the service during the probationary period, the employee shall be terminated on recommendation of the Chief of Police. Probationary employees may be terminated at any time by the action of the Chief of Police. Discharge by the Chief of Police during the probationary period shall not be subject to a grievance or to review by the Fire and Police Commission.

Section 7.03: Termination by Seniority: An employee's accumulation of time worked will be terminated if the employee is discharged. If he/she is laid off, he/she shall retain his/her seniority for two (2) years after layoff.

Section 7.04: Loss of Seniority: An employee shall lose his/her seniority rights and the employment relationship shall be terminated for the following reasons:

- A. If he/she quits.
- B. If he/she has been discharged.
- C. If he/she fails to notify the Village within one (1) week of his/her intentions upon recall from layoff and does not report for work within two (2) weeks of recall (by certified, return receipt mail).
- D. If he/she has been in layoff status longer than provided above.

- E. If he/she fails to return to work on the first day following the expiration date of a leave of absence.
- F. If he/she retires on a voluntary or compulsory basis.

ARTICLE VIII - WAGES

Section 8.01: Wages: A "Job Classification and Rate Schedule" shall be attached to this agreement as Appendix "A".

Section 8.02: Wisconsin Retirement System (WRS) Contribution:

- 1. Effective as of the date of ratification of this settlement by the Village and Local 185, all employees shall contribute 6.5% of the employee's contribution required by the Wisconsin Retirement System.
- 2. Effective January 1, 2015, all employees shall contribute the full amount required by the Wisconsin Retirement System for general service employees.

Section 8.03: Premium Pay: Employees who are trained and are assigned by the Chief or his designee to perform the duties and responsibilities of a Field Training Officer (FTO) or Firearms Instructor shall be paid an additional one dollar (\$1.00) per hour for each hour for each day of performing the duties and responsibilities of and FTO or Firearms Instructor. In addition, a FTO shall receive one (1) hour of compensatory time for each full day (defined as eight (8) hours or longer) of training which is provided by the FTO.

ARTICLE IX - VACATIONS

Section 9.01: Entitlement:

- A. All employees who shall have six (6) months continuous service by June 1st shall receive one (1) week of vacation pay at the regular rate for forty (40) hours of work.
- B. All employees having had one (1) year or more of service by June 1st, shall receive two (2) weeks of vacation pay at the rate for eighty (80) hours of work.
- C. All employees with seven (7) years or more of service shall receive three (3) weeks of vacation with pay at the regular rate of one hundred twenty (120) hours of work, provided however that any employee reaching his/her seventh (7th) anniversary date during the calendar year shall be entitled to three (3) weeks of vacation during such calendar year.

- D. All employees having completed thirteen (13) years of continuous service shall be eligible to receive four (4) weeks of vacation with pay at the regular rate of one hundred sixty (160) hours of work, and shall be so entitled in the year in which they accumulate such continuous service.
- E. All employees who have completed twenty-one (21) years of continuous service shall be eligible for five (5) weeks of vacation with pay at the regular rate of two hundred (200) hours of work and shall be so entitled in the year in which they accumulate such continuous service.

Section 9.02: Termination: An employee who is entitled to a vacation at the time of terminating his/her service with the Village shall be paid for his/her unused vacation earned during that calendar year at the time of severing his/her status; and if such employee has earned any pro rata credit for his/her subsequent vacation, such vacation credit shall be paid in a proportionate ratio. This section shall not apply if the employee fails to give two (2) weeks written notice of termination in writing or if the employee's employment is terminated by the Village.

Section 9.03: Scheduling of Vacation: Employees who have one (1) year of service or more by June 1st may take their vacation and receive their vacation pay at any time from January 1st to December 31st. Employees who have at least six (6) months service but less than one (1) year by June 1st may take their vacation at any time from January 1st to December 31st, but will not receive their vacation pay prior to June 1st. Officers cannot accrue or carryover vacation time beyond December 31st of any year, except in the event that an approved vacation request is cancelled on or after December 20th.

Section 9.04: Scheduling Based on Seniority: Vacation preference shall be selected on the basis of seniority by February 10th of the year in which vacation is to be taken. The employee with the most seniority makes first selection and so forth, but the employees can mutually switch vacation periods if it can be done without inconvenience to the Village or loss of coverage to Village residents. The Employer shall notify the employees by written communication whether or not their vacation selections have been granted. Such notification shall take place not later than February 17th. Employees not making a vacation selection by February 10th must take vacation periods remaining. Up to five (5) days of vacation may be taken in one-half (1/2) day increments, with the approval of the Chief of Police. Regular off

days, contiguous to vacation days, shall be treated in the same fashion as the vacation days and not subject to call-in, except in case of emergency.

Section 9.05: Retirement. All earned/unused vacation shall be paid in a lump sum upon retirement.

Section 9.06: It is understood that a maximum of one (1) employee per shift and three (3) employees in the department (excluding detectives) may be on vacation or casual days at any time (there shall be no use of casual days if a vacation day is being taken on the same shift). Additional employees may be allowed off with the approval of the Chief of Police or his designee.

Section 9.07: It is understood that a maximum of one (1) employee per shift and three (3) employees in the Department (excluding detectives) may take casual days at any one (1) time unless the need for the casual day is based upon illness of the employee in question. Employees granted casual days shall not suffer cancellations should another employee use casual days for illness pursuant to Section 11.02 procedures.

ARTICLE X - HOLIDAYS

Section 10.01: Explanation: It is hereby understood between the parties that the Village recognizes that ten (10) holidays and two (2) Kelley days are granted to employees, but that said stated days are used to offset the difference in hours worked caused by the 5-2, 5-3 work cycle to create a two thousand and eighty (2080) hour work year.

Section 10.02: Employees who are classified as Court Officer and School Resource Officer shall have the following eleven (11) holidays off with pay: New Year's Day, Presidents' Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve.

ARTICLE XI - SICK LEAVE

Section 11.01: Casual Days: Each full-time employee shall be granted up to three (3) casual days per year. The third casual day shall be earned when the employee has not used a sick leave day during the preceding six (6) months.

Casual days will be granted if written notice of the employee's intent to take such days is received by his/her supervisor at least twenty-four (24) hours prior to the scheduled day for such time off. The employee need not give any reason for the casual day taken under this subsection.

In the event of an emergency, shorter advance notice will be acceptable and a casual day will be granted subject to the needs of the Department.

The Chief or his designee shall have discretion with regard to the granting of the third casual day. The discretion exercised must take into consideration the staffing needs of the Department.

Section 11.02: Accrual: Full-time employees shall earn one (1) day [eight (8) hours] of sick leave per month from the date of hire, with total accumulation not exceeding twelve hundred sixty (1260) hours of sick leave. An employee who becomes ill or injured when not in actual performance of duty, and as a result is not able to perform his/her duties on a regularly scheduled duty day, shall receive his/her regular pay during such absence, to the extent of his/her sick leave accumulation. Sick leave shall be charged on an hour-for-hour basis.

Sick leave pay is payable upon and during the illness or disability of an employee. It is not payable for non-emergency dental or medical appointments, unless it is impracticable for the employee to schedule such appointments during the employee's off hours. Where the injury or illness occurs as a result of work which is being performed for another employer, the sick leave benefits/disability/Workers Compensation provided by the other employer shall be the coverage which is provided. Such benefits must be exhausted before any Village sick leave benefits are provided.

When an employee leaves work because of illness, the employee shall receive regular pay for so long as the employee worked and sick leave pay, if available, for the remainder of the regular workday and subsequent days upon which the employee is unable to perform his/her duties. Employees who have been ill but are able to return to work during their regular workday may telephone a supervisor as to the availability and, if authorized to do so, may return to work. If employees so return to work, sick leave pay, if available, shall be paid only for the period of absence from his/her regularly scheduled duties.

Section 11.03: Notice of Illness: Sick leave shall include absence from duty on a regularly scheduled duty day because of an employee's illness or injury or, upon proper notice to the Chief or representative, because of serious injury, illness or medical emergency in the employee's immediate family (child or spouse). "Proper notice" means immediate notification to the Chief or representative of the need to leave work and the reason. The Chief or representative shall relieve the employee as soon as possible. Sick leave may be taken on an hourly basis, but

will be charged in one (1) hour segments. In order to be granted sick leave with pay, the employee must adhere to the following. He/she must report the reason for the absence from work at least one (1) hour prior to the start of his/her shift. In addition, the employee must keep the Chief informed of his/her condition, during the absence.

Section 11.04: Payment of Sick Leave: Employees on sick leave shall receive the pay due under the sick leave allowance on their regular pay day.

Section 11.05: Proof of Disability: The Village may require the submission of adequate medical proof of the employee's disability due to accident or illness by a physician of the Village's choice, at Village expense. Should there be an extended period of disability; the Village shall have the right to require periodic medical proof of the employee's disability. Prior to the employee's return to duty following a sick leave funded absence, the Chief of Police, at his/her discretion, may require certification from a physician of the Village's choosing, at its own expense, that the employee has recovered adequately and is qualified to return to work.

Section 11.06: Injury or Illness on the Job: If any employee appears to be injured or ill while on the job, or there is reason to believe that an employee needs medical attention, the Chief or his/her designee shall have the right to require the employee to furnish, before returning to work, a statement from a licensed physician that the employee is capable of performing the work required on his/her job. The Village shall send such employee to the doctor at its expense on working time.

The Chief or his/her designee shall have the right, at his/her discretion, to send the employee home or to a doctor in the event the Chief determines that the employee is medically unable to fulfill his/her duties as a police officer.

It is understood and agreed that, on the day that the employee is sent home by the Chief, one-half (1/2) of the shift hours after the employee is sent home are to be taken from accrued available sick leave, and the other one-half (1/2) are to be considered paid administrative leave. All other days on which the employee is absent, consecutive to the first day (and as a result of the Chief's decision), are to be taken from the employee's accrued available sick leave.

Section 11.07: Retirement: Sick leave hours earned by an employee in excess of twelve hundred sixty (1260) hours shall be placed in a fund for use, when the employee retires pursuant to Section 16.02, in payment toward post-retirement health insurance premiums. Such sick leave hours shall be considered to be vested when they are earned by the employee.

ARTICLE XII - JURY DUTY

Section 12.01: Any employee called for jury duty shall receive his/her regular salary for such time, provided he/she shall deposit any compensation received for jury duty with the Village Administrator and receive his/her regular pay in return. Any employee called for jury duty but not assigned to serve will return to their assigned jobs as soon as dismissed.

ARTICLE XIII - MILITARY LEAVE

Section 13.01: Armed Forces: Employees called upon or who enlist in the Armed Forces of the United States shall be granted leaves of absence and their seniority shall accumulate, providing they report for work within ninety (90) days of discharge unless unable to do so because of illness or injury, in which case leave shall be extended.

Section 13.02: Reinstatement: Upon return from military leave, the employee shall be returned to a position and pay in keeping with federal regulations.

Section 13.03: Reserve Training: An employee who is a member of a military reserve and who may be called upon for reserve training or emergency service shall receive his/her regular pay for such training or service not to exceed two (2) weeks for any one (1) call up, provided he/she shall deposit his/her military base pay with the Village Administrator and receive his/her regular pay in return.

ARTICLE XIV - FUNERAL LEAVE

Section 14.01: Immediate Family: In the event of the death of an employee's father, mother, husband, wife, brother, sister, son, daughter, father-in-law, mother-in-law, daughter-in-law, son-in-law, or step child (a step-child is one living with or who was raised by the step-parent), such employee will be paid for straight time lost from scheduled work, not to exceed three (3) consecutive scheduled workdays falling between the date of death and the date of the funeral, both inclusive, except in special circumstances. If three (3) days are not sufficient for the needs of the employee, he/she may request more time off from the Chief or his designee, who

shall exercise his discretion, which shall be based upon the needs of the department. Such additional leave shall, if granted, be deducted from accumulated sick leave.

Section 14.02: Other Family: In the event of the death of an employee's brother-in-law, sister-in-law, grandparent, grandchild, or spouse's grandparent, such employee will be paid for straight time lost from scheduled work, not to exceed one (1) scheduled workday falling between the date of death and the date of the funeral, both inclusive, except in special circumstances.

Section 14.03: Rate of Pay: Pay shall be at the employee's straight time hourly earned rate for the payroll period in which the death occurred. It is agreed that the employee may be required to furnish verification of the date of death, date of funeral and relationship to the deceased.

ARTICLE XV - WORKER'S COMPENSATION

Section 15.01: Employees are entitled to Worker's Compensation coverage. An employee who is absent due to injury or illness caused during the course of his/her duties shall receive his/her regular wages during his/her absence for a period of one (1) year only, and thereafter the employee shall receive compensation in accordance with the Wisconsin Worker's Compensation Act. If the occupational injury or illness is of the duration in which Worker's Compensation is paid to the employee, the employee shall receive a voucher check without deductions for the mandated amount of Worker's Compensation and a payroll check for the difference between Worker's Compensation and regular wages; however, the total Wisconsin Retirement System contributions shall be made on the basis of the employee's total compensation.

ARTICLE XVI - INSURANCE

Section 16.01 – Hospital-Surgical:

- A. For the duration of this agreement, effective 1/1/14, the Village shall provide hospital, surgical, and dental insurance. Effective January 1, 2014, employees will contribute five percent (5.0%) toward their insurance premium. Effective as of the date of ratification is this Agreement by both parties, employees shall contribute three percent (3.0%) toward their health insurance premium. Employees who achieve and maintain “Silver” status under the Village Wellness Program by December 1, 2014 shall continue to contribute 3.0% toward health insurance premium.

Employees who elect not to participate in the Village Wellness Program, and employees who do not achieve “Silver” status as of December 31, 2014, shall contribute twenty percent (20%) toward their health insurance premium throughout 2015.

Employees who achieve “Silver” status between December 1 and December 31, 2014 shall contribute 20% toward their health insurance premium through the month of January, 2015, and shall revert to a 3.0% premium contribution as of February 1, 2015.

B. Dental Insurance: Employees to pay ten percent (10) of premium, through payroll deduction, effective as of date of ratification to this Agreement.

Section 16.01: Effective June 1, 2012, the Village will not contribute any amounts toward vision insurance premiums.

- A. An employee who becomes totally disabled due to work-related injury or illness shall continue to receive coverage provided by the Village during such period of total disability until such employee becomes eligible for coverage under any present or future federal hospital-surgical-major medical insurance plan.
- B. An employee who is out due to illness shall continue to receive coverage provided by the Village for six (6) months after such employee exhausts his/her Pay Maintenance Plan benefits. Such employee can continue coverage for an additional six (6) month period by paying, in advance, to the Village Administrator the full monthly premium for the coverage.

Section 16.02: Retirees:

- A. For employees who retire after January 1, 1979 who are fifty-five (55) years of age and have had twenty (20) or more years of continuous employment with the Village immediately preceding retirement, the Village shall pay its share of the medical and dental coverage. If the employee was covered by a family policy at the time of retirement, he/she shall be eligible to retain such family coverage. The Village shall pay the entire premium for such health and dental coverage equal to the level of coverage provided active employees for five (5) years after the employee in question retires; thereafter, the monthly premium cost to the Village shall be fixed at the monthly rate which was in effect five (5) years after the employee's retirement, and the retiring employee must pay the cost of any premium increase thereafter. The Village's premium obligation shall terminate

when the employee becomes eligible for Medicare. If the employee decides to purchase supplemental medical benefits, he/she shall pay the full cost of such supplemental coverage.

- B. For employees not covered by the preceding paragraph, during the duration of the agreement, the Village agrees to include retiring employees in the group for which the Village shall negotiate a comprehensive medical and dental coverage policy. Retiring employees may voluntarily continue the medical and dental coverage. Each retired employee who elects to continue said coverage shall pay the entire cost of said coverage.
- C. Any employee electing to carry said coverage after retirement shall notify the Village Administrator in writing at least thirty (30) days before the effective date of his/her retirement. Said retired employee shall also be required to pay the monthly premium for said coverage to the Village Administrator one (1) month in advance.
- D. All retirees shall be placed within the insurance program established for active employees and as further modified for active employees.

Section 16.025 - Retirement Health Savings Plan (RHS):

- A. For employees hired after January 1, 2011, the Village shall pay 0% of the retiree health insurance premiums for hospital-surgical-major medical.
- B. For employees hired after January 1, 2011, the Employee must contribute accrued vacation hours in excess of two hundred sixteen (216) hours, and
- C. Employees will contribute one hundred percent (100%) of sick and vacation accrual upon termination, and
- D. Employees and Employer will each contribute one percent (1%) of ongoing salary per calendar year.
- E. All employees who meet the maximum accumulation of twelve hundred sixty sick hours (1260) will still accrue hours according to the accrual schedule, but the hours will be converted into dollars and contributed into the RHS.
- F. The Village reserves the right to change Plan Administrator's or investment vehicle, but not the overall nature of the benefit, following discussion with Association representatives.

Section 16.03: Change of Carrier: The Village may, from time to time, change the insurance carrier or self-fund health care benefits if it elects to do so.

Section 16.04: No Claim: No employee shall make any claim against the Village for additional compensation in lieu of or in addition to the cost of his/her health insurance coverage because he/she does not qualify for insurance or for the family plan.

Section 16.05: Non-Duplication: Any employee shall notify the Village in writing within thirty (30) days of such time as he/she becomes covered under a health insurance policy providing health insurance benefits which are substantially equivalent to those provided by the Village's group health insurance policy. In no event will the Village pay toward the cost of a plan if it results in duplication of hospital and medical or dental coverage.

Section 16.06: Life Insurance: The Wisconsin Group Life Insurance Plan shall be continued. The Village will pay the full premium required by the Plan.

Section 16.07: Long Term Disability Insurance: The Village shall make available, to eligible employees, long-term disability insurance, with an eligibility period of ninety (90) days and a twenty four (24) month duration. The cost of this insurance shall be paid by the employee by payroll deduction.

If the employee selects the thirty (30) or sixty (60) day plan option, the difference in premiums between the thirty (30) or sixty (60) day plan and the ninety (90) day plan will be paid by the employee through payroll deduction. This difference shall be added to the employee's salary to reimburse the employee for the cost of this premium difference. The Village shall pay the difference between the plans should the premium costs increase.

ARTICLE XVII - SEPARABILITY

Section 17.01: In the event any clause or portion of the agreement shall be invalidated, the remainder of the agreement shall remain in full force and effect. Negotiations shall be immediately instituted to adjust such invalidated clause or part of the agreement.

ARTICLE XVIII - UNIFORM ALLOWANCE

Section 18.01: After their first two (2) years of employment, full-time employees shall receive an annual uniform maintenance allowance per year paid on or about March 1st of each year. Effective 1/1/15 the allowance will be six hundred dollars (\$600.00). Effective as the date of ratification of this Agreement by both parties, employees may carry over no more than two hundred dollars (\$200.00) per year, to a maximum of six hundred dollars (\$600.00) of any

unused portion of the uniform allowance. The Village shall have a direct billing system for the purchase of uniforms, clothing, and equipment and will provide a list of vendors established by the Chief.

Employees shall be reimbursed to a maximum of five hundred fifty dollars (\$550.00) towards the purchase of uniforms and equipment required by the Police Department as stated in departmental policy; such reimbursement shall be made after successful completion of the probation period specified in Section 7.02. The Village shall supply weapons, magazines, and ammunition. Employees leaving the employment of the Village within two (2) years from their date of hire shall return all uniforms and equipment to the Village. Employees shall not be eligible for a uniform allowance during their first thirty (30) months of employment.

Approved Items for Reimbursement - Probationary Officers

Three (3) long-sleeved shirts

Three (3) short-sleeved shirts

One (1) jacket

One (1) mouton, knit, or parade style hat

Three (3) pairs of pants

One (1) black belt

Three (3) pairs of black socks

One (1) pair of black shoes/boots

Three (3) turtleneck shirts or dickeys

One (1) tie

One (1) pair of gloves

One (1) leather duty belt

Four (4) belt "keepers"

One (1) of each of the following:

- a. handcuff case with handcuffs
- b. expandable baton with holder
- c. glove pouch
- d. O.C. case
- e. Radio clip

In addition to normal uniform and equipment, the Village shall provide, and pay for, Department patches, three (3) badges, collar pins, "serving since" pins, holster, baton holder, pepper spray holder, and collapsible batons, one (1) jacket; one (1) mouton, knit, or parade style hat; one (1) tie; one (1) leather or basket weave style duty belt; four (4) belt "keepers;" one (1) each of the following: (a) handcuff case with handcuffs; (b) expandable baton with holder; (c) glove pouch; (d) O.C. case; (e) radio clip. No other equipment shall be provided by the Village, without express written approval of the Chief. This requirement shall pertain to first issue to employees of the above designated equipment. Thereafter, such "first issue" equipment shall not be replaced by the Village unless the equipment in question is lost or is irreparably damaged in the line of duty. The Village shall not be required to issue body armor to employees pursuant to this section. If an employee leaves the employment of the Village/Department at any time, the above items must be returned to the Department by the employee prior to the time that he/she resigns or is terminated. If any of the above-designated items must be replaced for any reason, the replacement cost for the item will be taken from the employee's annual \$550.00 uniform maintenance allowance.

Employees who retire from the Department in good standing or who are placed on physical duty disability status, as determined by the State of Wisconsin, shall be allowed to purchase their duty weapons at market value. The retiring employee must agree, in writing, to indemnify and to hold the Village and the Department harmless from liability created as a result of the employee's exercise of this option.

ARTICLE XIX - ENTIRE MEMORANDUM OF AGREEMENT

Section 19.01: This agreement constitutes the entire agreement between the parties and no verbal statements or practices shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XX - DRUG AND ALCOHOL TESTING

Section 20.01: Employees may be required to submit to drug and alcohol testing, for cause, as explained in departmental Policy # 115. The parties shall maintain copies of the policy and agree that all conditions of the policy be strictly adhered to by all parties.

ARTICLE XXI - NO STRIKE AGREEMENT

Section 21.01: Strike Prohibited: Neither the Association nor any of its officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this agreement and until a successor agreement is ratified by both parties. The Village agrees to not lock out any of the employees.

Section 21.02: Association Action: Upon notification by the Village to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately, in writing, order such members to return to work, provide the Village with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

Section 21.03: Penalties: Any or all of the employees who violate any of the provisions of this section shall be subject to the disciplinary procedure.

ARTICLE XXII - FAIR SHARE

Section 22.01: All employees in the bargaining unit shall be required to pay, as provided in this article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's Constitution and By-laws.

The Employer shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Association, as provided in Section 111.70(1)(1), Wis. Stats., and as certified to the Employer by the Association. The Employer shall pay said amount to the treasurer of the Association on or before the 15th of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Association; however, all employees, except exempt employees, shall be required to pay their full (annual) fair share assessment regardless of the date on which their fair share deductions commence.

- A. For purposes of this article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the Employer pursuant to Article XXIII (Dues Deduction) or paid to the Association in some other manner authorized by the Association. The Association shall notify the Employer of those employees who are exempt from the provisions of this article and shall notify the Employer of any changes in its membership affecting the operation of the provisions of this article.
- B. The Association shall notify the Employer of the amount certified by the Association to be the fair share of the cost of representation by the Association and the date for the commencement of fair share deductions, two (2) weeks prior to any required fair share deduction.

The Association agrees to certify to the Employer only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the Employer of any change in the amount of such fair share costs.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.

The Association does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provision of this article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this article, provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

Section 22.02: Indemnification: The Association will refund to the employee involved any Association dues erroneously collected by the Employer and paid to the Association. The Association agrees to hold the Employer harmless from any claims or demands arising out of compliance with the provisions of this article.

ARTICLE XXIII - DUES DEDUCTION

Section 23.01: Dues Deduction Forms: The Employer agrees to deduct monthly dues from the pay of employees who individually sign voluntary check-off authorization forms supplied by the Association which shall include the following statement:

"I, the undersigned, hereby authorize the Village of Pleasant Prairie to deduct from my wages each and every month, my Association dues and direct that such amount so deducted be sent to the Treasurer of the Association for and on my behalf."

This authorization shall be valid for the term of this contract.

Section 23.02: Deductions: The Employer shall deduct the appropriate amount from the first paycheck each month of each employee requesting such deduction following receipt of such statement, and shall remit the total of such deductions to the Association in one (1) lump sum.

ARTICLE XXIV - EDUCATION INCENTIVE

Section 24.01: The Village shall provide tuition reimbursement to Department employees, subject to the following conditions:

- A. The Village shall provide tuition reimbursement and reimbursement for the cost of books (not to exceed two hundred dollars [\$200.00] per course) up to a maximum of three (3) courses per calendar year.
- B. Courses eligible for reimbursement shall be Police Science, Criminal Justice, Public Administration and Business Administration. Approval of the Business Administration courses are the exclusive right of the Chief of Police and the courses must be reasonably related to a law enforcement career.
- C. All courses for which tuition reimbursement is requested must be approved, in advance, by the Chief of Police.
- D. The employee must achieve a grade of "B minus" or better, and must take the graded option rather than the ungraded option (where such a choice is available) in order to be eligible for tuition reimbursement.

- E. Tuition reimbursement shall be provided after the course is completed, and after the grade is received, by the employee.

ARTICLE XXV - RESIDENCY

Section 25.01: Employees covered under this Agreement shall reside within fifteen (15) miles of the jurisdictional boundaries of the Village. Newly hired bargaining unit employees shall establish such residency within twenty-four (24) months of their date of hire. Current employees who do not live within this boundary as of the date of ratification of the Agreement by both parties, may retain their current residence, but must relocate within this boundary if they change residence following ratification of this Agreement by both parties..

ARTICLE XXVI - DURATION

Section 26.01: This agreement shall become effective January 1, 2014, and shall remain in effect through December 31, 2015, and shall continue on in full force and effect until a successor agreement has been executed, provided that it does not exceed three (3) years in duration. Either party wishing to reopen the contract for negotiations in the final year of the agreement shall notify the other party in writing on or about September 1st of its intent to commence negotiations. Thereafter the parties shall mutually agree to a date to exchange proposals.

Dated this _____ day of _____, 12.

FOR THE VILLAGE

FOR THE ASSOCIATION

Village President

Association President

Village Administrator

Bargaining Unit Member

Village Clerk

Labor Consultant

Effective January 1, 2014 – 2.0%

Patrol Officer Hired Before 1-1-99	Hourly	Overtime	Annually
After 24 months	28.21	42.32	58,677.09
After 42 months	31.34	47.02	65,196.77
Hired on or after 1-1-99			
Start	25.08	37.61	52147.41
After 12 months	26.63	39.95	55,396.45
After 24 months	28.21	42.32	58,677.09
After 36 months	29.79	44.68	61,957.73
After 48 months	31.34	47.02	65,196.77
Detective			
Start	32.24	48.36	67,063.78
After 12 months	33.11	49.66	68867.14

Patrol Officer Hired Before 1-1-99	Hourly	Overtime	Annually
After 24 months	28.77	43.16	59,841.85
After 42 months	31.97	47.95	66,490.94
Hired on or after 1-1-99			
Start	25.58	38.38	53,213.56
After 12 months	27.17	40.76	56,517.30
After 24 months	28.77	43.16	59,841.85
After 36 months	30.38	45.57	63,187.20
After 48 months	31.97	47.95	66,490.94
Detective			
Start	32.88	49.33	68,400.38
After 12 months	33.77	50.66	70,246.18

MEMORANDUM OF UNDERSTANDING: CANINE OFFICER

The following understanding has been reached by the undersigned parties and shall be considered to be part of the Agreement between such parties in effect from January 1, 2011 through December 31, 2013.

1. The handler will be paid for forty (40) hours per week plus any overtime authorized by a supervisor. The handler will be expected to work seven (7) hours per day or a total of thirty five (35) hours per week. The remaining five (5) hours is to be used at the discretion of the Chief (including location of these five (5) hours within the work shift) for the purpose of maintenance of the animal. This would include trips to the veterinarian feeding, grooming, walking/exercising and other interaction with the animal. Under no circumstances will overtime be authorized for the maintenance of the animal.
2. Costs for the maintenance of the animal are to be borne by the Village. This includes feeding, medical care and miscellaneous expenses such as collars, muzzles, leashes, grooming and kennels.
3. Costs for the initial and continuing training of the handler will be borne by the Village including any necessary travel expenses.
4. The handler will receive no upgrade in pay as a result of his/her appointment as a canine handler.
5. The handler agrees to forfeit the opportunity for promotion to the rank of detective while functioning as a canine handler as the handler must remain in uniform. This does not affect the handler's ability to seek promotion to any uniformed rank.
6. All vacation, casual and compensatory days off shall be at seven (7) hours, consistent with the canine officer's scheduled workday. Vacation, casual and compensatory days off where the canine is boarded for a full twenty-four (24) hour period shall deduct eight (8) hours. Canine handlers attending required training shall be paid overtime for all training hours in excess of seven (7) hours, except on required training days where the handler is not with the canine for care and maintenance.

MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER (SRO)

The following understanding has been reached by the undersigned parties and shall be considered to be part of the Agreement between such parties in effect from January 1, 2011 through December 31, 2013.

1. There will be no upgrade in pay to the Patrol Officer appointed to the position of School Resource Officer (SRO).
2. The SRO shall remain eligible for departmental overtime by seniority, provided that the overtime does not interfere with the SRO's designated work hours or result in working more than twelve (12) consecutive hours. The SRO must obtain supervisory approval for any overtime resulting from their school assignment.
3. The SRO's requested use of vacation, casual, and compensatory time off shall remain separate from patrol officers. The SRO shall follow the school calendar regarding the use of time off. It is agreed that the SRO can request days off during the school year, outside of periods of school recess, with approval from the Chief of Police and designated Kenosha Unified School District representative.
4. The SRO shall be off and paid for the holidays listed in Section 10.02.
5. During the school calendar year, the SRO's schedule shall be Monday through Friday with Saturdays and Sundays off. The SRO shall work an eight (8) consecutive hour shift as determined by the designated Kenosha Unified School District representative and Chief of Police. During school recess and unscheduled closings, the SRO shall report to the Police Department in uniform for patrol duty, working the same hours as if school were in session.
6. During summer recess, the SRO shall return to his/her regular shift and the normal 5-3/5-2 work schedule and shall be covered by all applicable agreements and requirements contained within the current collective bargaining agreement.
7. Under Section 18.01 - Uniform Allowance, the Patrol Officer appointed to the SRO position shall receive an additional one hundred dollars (\$100.00) annually for the purchase of plain clothes if he/she is a full-time SRO, and shall not receive the additional \$100 clothing allowance if he/she is a part-time SRO. The SRO's total uniform

allowance of seven hundred dollars (\$700.00) can be used for purchase of uniform or plain clothes.

MEMORANDUM OF AGREEMENT

This agreement is made between the Village of Pleasant Prairie (Village), the Wisconsin Professional Police Association (WPPA), and _____ (Employee).

The 3 parties to this Agreement agree as follows: In consideration of the ratification of the 2010 Collective Bargaining Agreement:

- 1. The employee shall be entitled, as an individual right, to the benefits conferred by Section 16.02 of the 2009 collective bargaining agreement upon the employee's retirement, provided the employee has satisfied the qualifications for those benefits as specified in Section 16.02 of the 2009 collective bargaining agreement.
- 2. The right to these benefits shall be considered a vested benefit belonging to the individual employee, and shall not be subjected to reduction or modification in negotiations, interest arbitration, or collective bargaining over future labor agreements.
- 3. The right to these benefits may only be modified by the voluntary, uncoerced agreement of the Village, WPPA and the employee in writing, signed by the authorized representatives of the Village, WPPA and by the individual personally.
- 4. Should any party seek to modify the benefits guaranteed in paragraph 1 without the voluntary agreement of the other party (parties), that party shall be liable for all costs, including attorneys' fees, incurred by the other party (parties) in defending the Agreement.
- 5. This Agreement shall be binding upon the Parties, their successors, heirs, and assigns, and shall be enforced under the laws of the State of Wisconsin.
- 6. The parties agree to attach a copy of this agreement to the collective bargaining agreement, as an exhibit for informational purposes only. In attaching that agreement, the parties do not thereby indicate that these individual agreements have a limited term or are in any way subject to modification in the processes of collective bargaining."

Village of Pleasant Prairie

Wisconsin Professional Police Association

Retiring Employee

**THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME
HOWEVER SEPARATE ACTION IS REQUIRED.**

Consider **Ord. # 14-11** for Comprehensive Plan Amendments for the request of John Lass, Vice President-Development for the property owner, Centerpoint WisPark Land Company II LLC, for the following amendments to the Village's 2035 Comprehensive Plan for the proposed development of the vacant properties generally located at the southeast corner of CTH H and 116th Street: **1)** to amend a portion of the Green Hill Farms Neighborhood Plan 8 of Appendix 9-3; **2)** to amend the Village 2035 Land Use Plan Map 9.9 by changing the proposed Outlot at the southeast corner of CTH H and 116th Street from the General Industrial land use designation and Outlot south of the high tension lines from the Low-Medium Density Residential with an Urban Reserve land use designation to the Park, Recreational and Other Open Space Lands designation; and **3)** to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Recommendation: On May 12, 2014 the Village Plan Commission held a public hearing and adopted Plan Commission Resolution #14-09 and recommend that the Village Board approve **the Comprehensive Plan Amendments (Ord. # 14-11)** as presented.

Consider the request of John Lass, Vice President-Development for the property owner, Centerpoint WisPark Land Company II LLC for approval of a **Certified Survey Map** to re-divide the properties generally located at the southeast corner of 116th Street and 88th Avenue in LakeView South

Recommendation: Plan Commission recommends that the Village Board approve the **Certified Survey Map** as presented in the Village Staff Report of May 19, 2014.

Consider **Ord. #14-12** for a **Zoning Map Amendment** for the request of John Lass, Vice President-Development for the property owner, Centerpoint WisPark Land Company II LLC, for the industrial development of the vacant properties generally located in the southeast corner of CTH H and 116th Street for a Zoning Map Amendment. Specifically, to rezone Outlot 1 from the M-2, General Manufacturing District to PR-1, Neighborhood Park and Recreational District and to rezone Outlot 2 from the A-2, General Agricultural District to PR-1 and any portion of Lot 1 that is currently zoned A-2 to the M-2, General Manufacturing District. Portions of the property that are zoned C-1, Lowland Resource Conservancy District will remain unchanged.

Recommendation: On May 12, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map Amendment (Ord. #14-12)** as presented.

VILLAGE STAFF REPORT OF MAY 19, 2014

Consider **Ord. # 14-11** for Comprehensive Plan Amendments for the request of John Lass, Vice President-Development for the property owner, Centerpoint WisPark Land Company II LLC, for the following amendments to the Village's 2035 Comprehensive Plan for the proposed development of the vacant properties generally located at the southeast corner of CTH H and 116th Street: **1)** to amend a portion of the Green Hill Farms Neighborhood Plan 8 of Appendix 9-3; **2)** to amend the Village 2035 Land Use Plan Map 9.9 by changing the proposed Outlot at the southeast corner of CTH H and 116th Street from the General Industrial land use designation and Outlot south of the high tension lines from the Low-Medium Density Residential with an Urban Reserve land use designation to the Park, Recreational and Other Open Space Lands designation; and **3)** to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Consider the request of John Lass, Vice President-Development for the property owner, Centerpoint WisPark Land Company II LLC for approval of a **Certified Survey Map** to re-divide the properties generally located at the southeast corner of 116th Street and 88th Avenue in LakeView South.

Consider **Ord. #14-12** for a **Zoning Map Amendment** for the request of John Lass, Vice President-Development for the property owner, Centerpoint WisPark Land Company II LLC, for the industrial development of the vacant properties generally located in the southeast corner of CTH H and 116th Street for a Zoning Map Amendment. Specifically, to rezone Outlot 1 from the M-2, General Manufacturing District to PR-1, Neighborhood Park and Recreational District and to rezone Outlot 2 from the A-2, General Agricultural District to PR-1 and any portion of Lot 1 that is currently zoned A-2 to the M-2, General Manufacturing District. Portions of the property that are zoned C-1, Lowland Resource Conservancy District will remain unchanged.

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

The petitioner is requesting to develop the southeast corner of 116th Street and 88th Avenue. The properties are proposed to be re-divided to create two (2) parcels for industrial development and two (2) outlots for shared stormwater management facilities. [Note: Site and Operational Plans for the development of Lot 117 (Lot 2 of the CSM) and Lot 118 (Lot 1 of the CSM) are being considered at tonight's meeting and will be discussed as the next two items on the agenda.] The three requests being discussed at this time are the Comprehensive Plan Amendments, Zoning Map Amendments and a Certified Survey Map.

COMPREHENSIVE PLAN AMENDMENTS: The proposed industrial development complies with the existing Comprehensive Land Use Plan, however, the proposed amendments to the Village's 2035 Comprehensive Plan further clarify and refine the Comprehensive Plan for the specific proposed development of the vacant properties generally located at the southeast corner of CTH H (88th Avenue) and 116th Street (See Plan Commission Resolution #14-09):

1. To amend a portion of the Green Hill Farms Neighborhood Plan 8 of Appendix 9-3 for the properties at the southeast corner of CTH H (88th Avenue) and 116th Street to show the proposed Outlot for the existing stormwater basin as open space and to show the location of the wetlands south of the transmission lines.

2. To amend the Village 2035 Land Use Plan Map 9.9 by changing the proposed Outlot at the southeast corner of CTH H (88th Avenue) and 116th Street from the General Industrial land use designation to the Park, Recreational and Other Open Space Lands designation and changing the proposed Outlot south of the high tension lines from the Low-Medium Density Residential with an Urban Reserve land use designation to the Park, Recreational and Other Open Space Lands designation. [Note: At the time that the wetlands are re-verified or permits are obtained from the ACOE or DNR to modify the wetlands as shown on the Site and Operational Plans the Comprehensive Land Use Plan may need to be further amended at a subsequent meeting.]
3. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

CERTIFIED SURVEY MAP: The CSM proposes to re-divide the two properties by creating two (2) lots and two (2) outlots for industrial development.

Lot 1 is proposed to be 25.36 acres with over 1100 feet of frontage on 88th Avenue.

Lot 2 is proposed to be 28.56 acres with over 400 feet of frontage on 116th Street.

Outlot 1 is proposed to be located on the corner of 116th Street and 88th Avenue and will be 2.23 acres and Outlot 2 is proposed to be located south of Lots 1 and 2 with over 50 feet of frontage on 88th Avenue and will be 14.78 acres. Outlots 1 and 2 will be used for the required stormwater facility improvements for both Lots 1 and 2 of this CSM.

ZONING MAP AMENDMENTS: **Lots 1 and 2** will remain in the M-2, General Manufacturing District and any portions of Lot 1 that is currently zoned A-2 is proposed to be rezoned into the M-2, General Manufacturing District. **Outlot 1** is proposed to be rezoned from the current M-2, General Manufacturing District to the PR-1, Neighborhood Park and Recreational District. **Outlot 2** is proposed to be rezoned from the current A-2, General Agricultural District to the PR-1 District. As noted above, Outlots 1 and 2 are for shared storm water facilities for the developments proposed on Lots 1 and 2. Any portions of the Lots or Outlots that are currently zoned C-1, Lowland Resource Conservancy District will remain unchanged.

At the time that the wetlands are re-verified or permits are obtained from the ACOE or DNR to modify the wetlands as shown on the Site and Operational Plans the Village Zoning Map may need to be further amended at a subsequent meeting.

RECOMMENDATIONS

On May 12, 2014 the Village Plan Commission held a public hearing and adopted Plan Commission Resolution #14-09 and recommend that the Village Board approve the Comprehensive Plan Amendments (Ord. # 14-11) as presented.

Plan Commission recommends that the Village Board approve the Certified Survey Map subject to the following conditions:

1. The ***attached*** changes to the CSM including adding the ***attached*** Dedication and Easement language shall be made and resubmitted for Village staff review.
2. Any outstanding taxes or special assessments shall be paid prior to recording the CSM.

3. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy of the CSM shall be provided to the Village within 30 days of Village Board approval and prior to issuance of building permit.

On May 12, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Map Amendment (Ord. #14-12) as presented.

ORD. # 14-11
ORDINANCE TO AMEND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN
PURSUANT TO CHAPTER 390 OF THE
VILLAGE MUNICIPAL CODE

BE IT ORDAINED by the Village of Pleasant Prairie Board of Trustees, Kenosha County, Wisconsin, that the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan is hereby amended as follows:

1. To amend a portion of the Green Hill Farms Neighborhood Plan 8 of Appendix 9-3 for the properties at the southeast corner of CTH H (88th Avenue) and 116th Street to show the proposed Outlot 2 for the existing stormwater basin as open space and to show the location of the wetlands south of the transmission lines. (See **Exhibit 2** for changes to the first paragraph of the Green Hill Farms Neighborhood Plan 8 of Appendix 9-3 and adding Green Hill Farms Neighborhood Plan Map 8a)
2. To amend the Village 2035 Land Use Plan Map 9.9 by changing the proposed Outlot 1, as shown on **Exhibit 1**, at the southeast corner of CTH H (88th Avenue) and 116th Street from the General Industrial land use designation to the Park, Recreational and Other Open Space Lands designation and changing the proposed Outlot 2, as shown on **Exhibit 1**, south of the high tension lines from the Low-Medium Density Residential with an Urban Reserve land use designation to the Park, Recreational and Other Open Space Lands designation.
3. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

Adopted this 19th day of May, 2014.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink,
Village President

Jane M. Romanowski
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

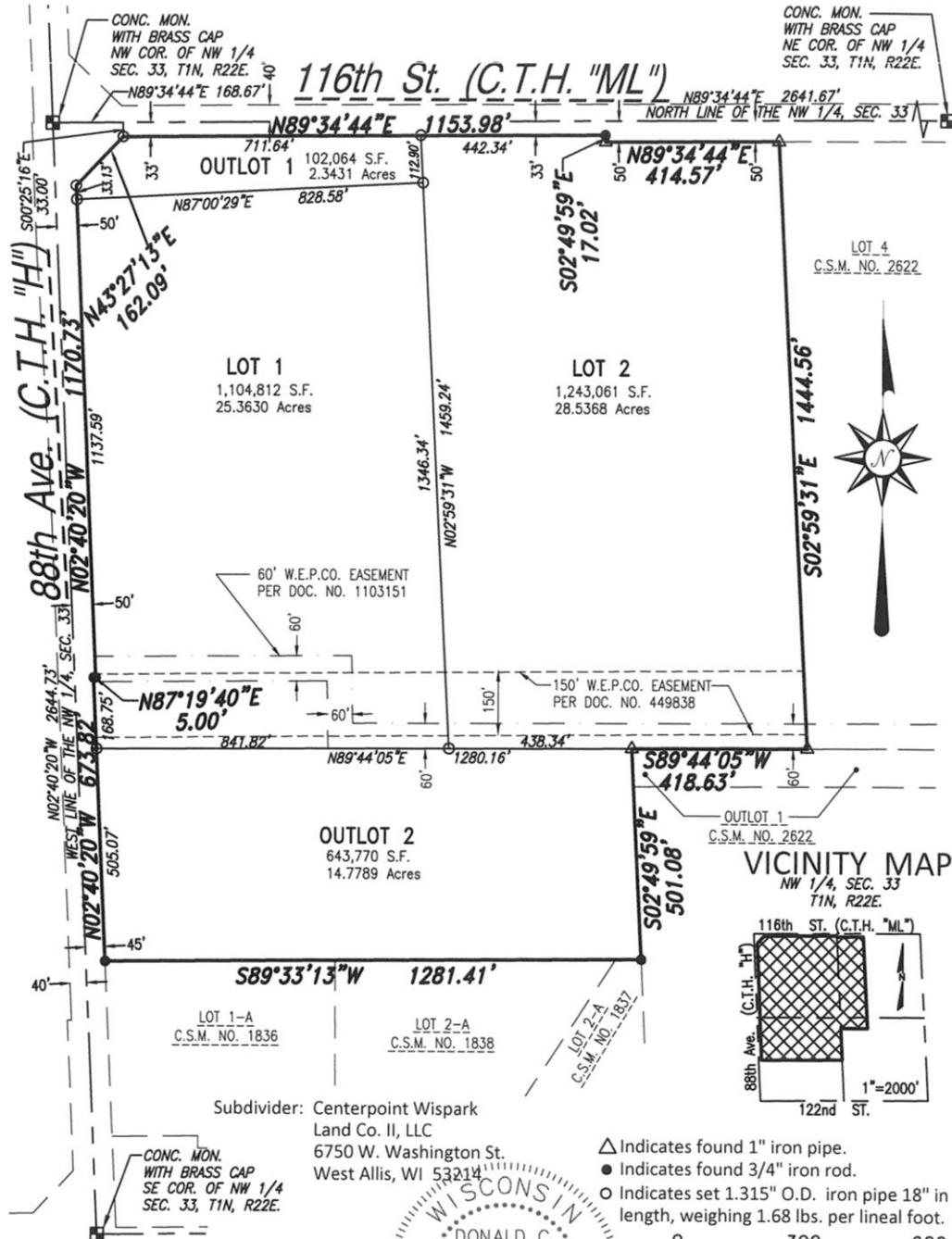
Posted: _____

Ord #14-11-Comp Plan Amendments--LakeView South Lot 17 and 118

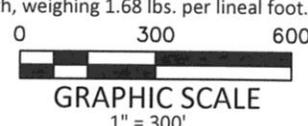
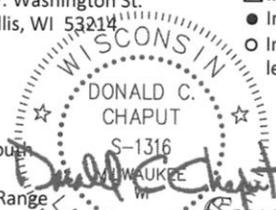
Exhibit 1

CERTIFIED SURVEY MAP NO.

Lot 3 in Certified Survey Map No. 2622 and lands in the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 33, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.



Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone) NAD 27, in which the North line of the Northwest 1/4 of Section 33, Town 1 North, Range 22 East, bears N89°34'44"E.



This instrument was drafted by Donald C. Chaput
Registered Land Surveyor S-1316

CHAPUT LAND SURVEYS LLC
394 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

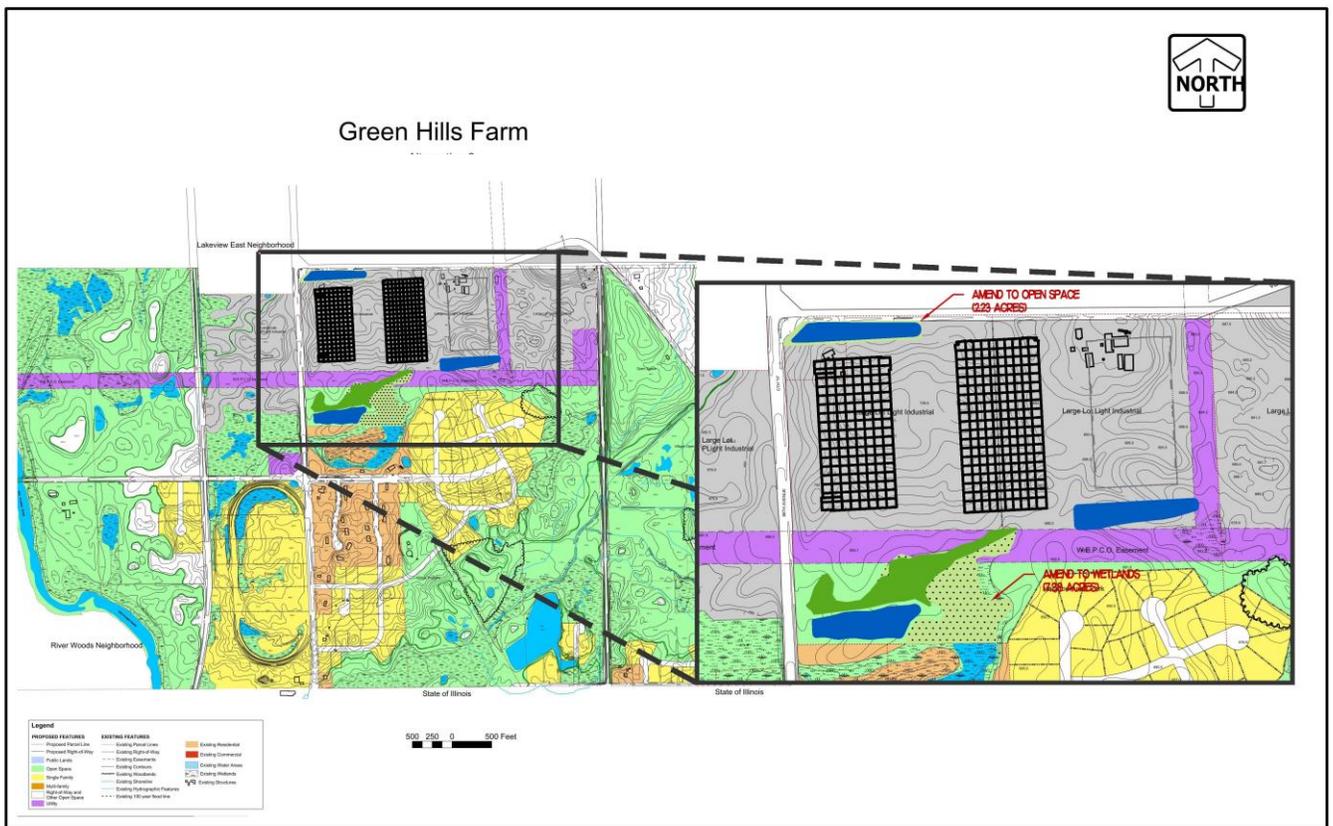
Drawing No. 1711-grb
Sheet 1 of 3 Sheets

EXHIBIT 2

**Neighborhood Plan 8 of Appendix 9-3
Green Hills Farms Park Neighborhood**

A Neighborhood Plan for Green Hills Farms Neighborhood has been prepared. Alternatives 2 and 4 were adopted by the Plan Commission on May 12, 2003 by Resolution #03-12 and the Village Board adopted a resolution of support on May 19, 2003 by Resolution #03-22. **On May 12, 2014 the Plan Commission held a public hearing and adopted Plan Commission Resolution #14-09 and on May 19, 2014 the Village Board approved Ordinance #14-11 to amend a portion of Green Hill Farms Neighborhood Plan as shown on Neighborhood Plan Map 8a.**

**Neighborhood Plan Map 8a
Green Hills Farms (portion)
Adopted by Plan Commission Resolution #14-09 and
by the Village Board as Ord. #14-11 on May 12, 2014**

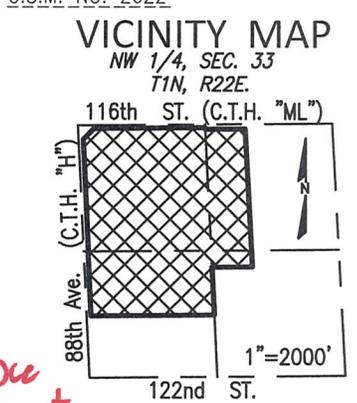
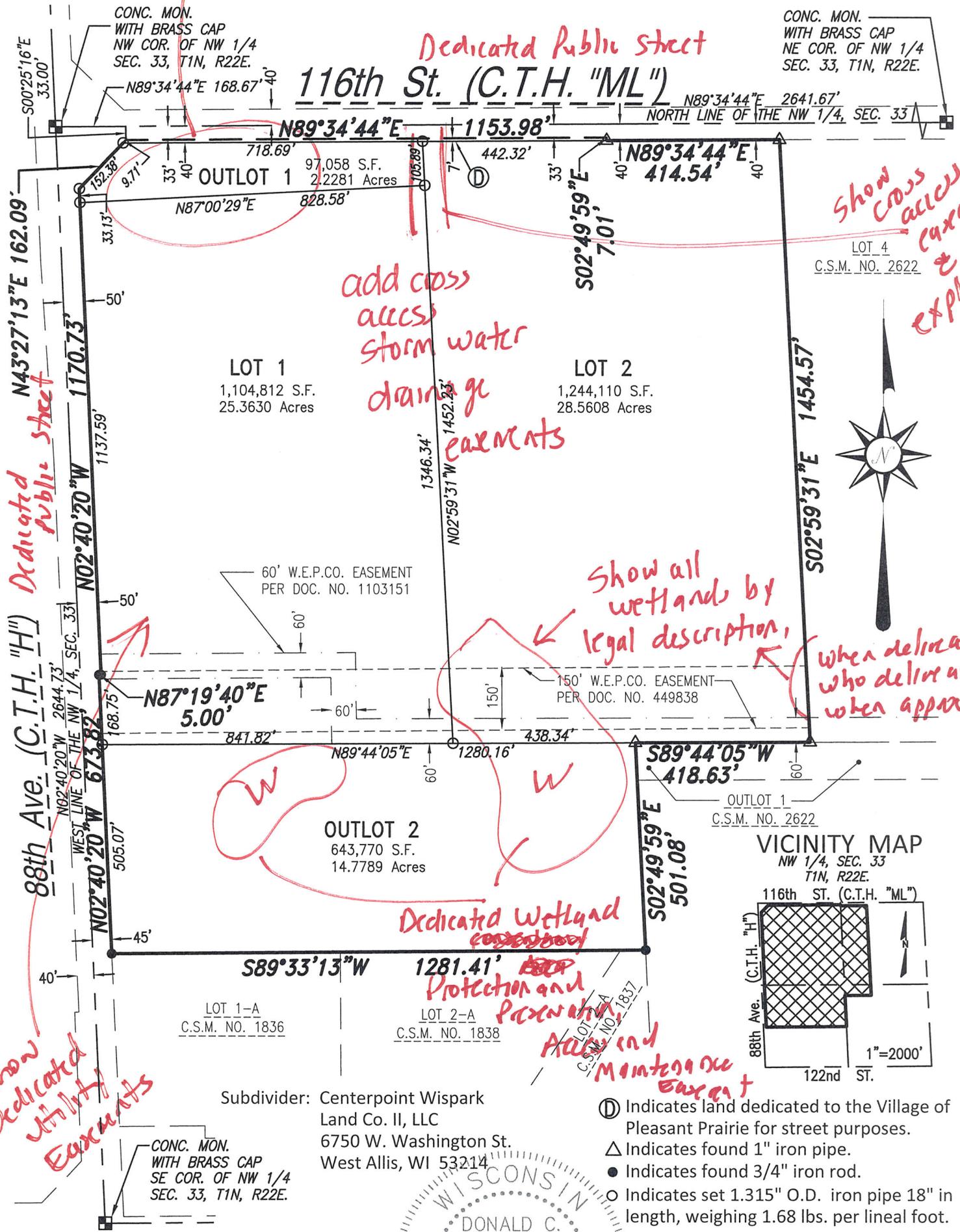


Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement

add dedication & easement language

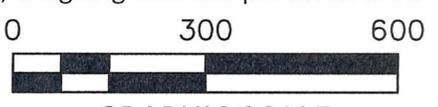
CERTIFIED SURVEY MAP NO.

Lot 3 in Certified Survey Map No. 2622 and lands in the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 33, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.



Subdivider: Centerpoint Wispark Land Co. II, LLC
6750 W. Washington St.
West Allis, WI 53214

- ⊙ Indicates land dedicated to the Village of Pleasant Prairie for street purposes.
- △ Indicates found 1" iron pipe.
- Indicates found 3/4" iron rod.
- Indicates set 1.315" O.D. iron pipe 18" in length, weighing 1.68 lbs. per lineal foot.



WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE
CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone) NAD 27, in which the North line of the Northwest 1/4 of Section 33, Town 1 North, Range 22 East, bears N89°34'44"E.

This instrument was drafted by Donald C. Chaput
Registered Land Surveyor S-1316

Drawing No. 1711-grb
Sheet 1 of 3 Sheets

Show Dedicated Utility Easements

add cross access storm water drainage easements

when delineated who delineated when approved

Show all wetlands by legal description,

Dedicated Wetland Easement for Protection and Access and Maintenance Easement

CERTIFIED SURVEY MAP NO.

Lot 3 in Certified Survey Map No. 2622 and lands in the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 33, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

I, DONALD C. CHAPUT, a registered land surveyor, do hereby certify:

THAT I have surveyed, divided and mapped Lot 3 in Certified Survey Map No. 2622 and lands in the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 33, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

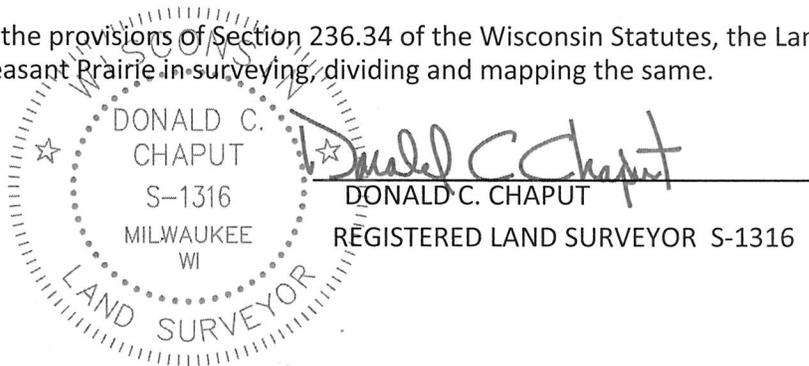
COMMENCING at the Northwest corner of the Northwest 1/4 of said Section; thence North 89°34'44" East along the North line of the Northwest 1/4 of said Section 168.67 feet to a point; thence South 00°25'16" East 33.00 feet to a point on the South line of 116th Street (C.T.H. "ML") and the point of beginning of the lands to be described; thence North 89°34'44" East along said South line 1153.98 feet to a point; thence South 02°49'59" East along said South line 7.01 feet to a point; thence North 89°34'44" East along said South line 414.54 feet to a point on the West line of Lot 4 in Certified Survey Map No 2622; thence South 02°59'31" East along said West line 1454.57 feet to a point on the North line of Outlot 1 in Certified Survey Map No 2622; thence South 89°44'05" West along said North line 418.63 feet to the Northwest corner of said Outlot; thence South 02°49'59" East along said West line and its extension 501.08 feet to a point marking the Northeast corner of Lot 2-A in Certified Survey Map No 1837; thence South 89°33'13" West along the North line of Certified Survey Maps No.s 1836, 1837 and 1838 a distance of 1281.41 feet to a point on the East line of 88th Avenue (C.T.H. "H"); thence North 02°40'20" West along said East line 673.82 feet to a point; thence North 87°19'40" East along said East line 5.00 feet to a point; thence North 02°40'20" West along said East line 1170.73 feet to a point; thence North 43°27'13" East along said East line 162.09 feet to the point of beginning. Containing 3,097,854 square feet or 71.1169 acres of land.

THAT I have made this survey, land division and map by the direction of Centerpoint Wispark Land Co. II, LLC, owner of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the Village of Pleasant Prairie in surveying, dividing and mapping the same.

DATE: April 11, 2014



CERTIFIED SURVEY MAP NO.

Lot 3 in Certified Survey Map No. 2622 and lands in the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 33, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

OWNERS CERTIFICATE

Centerpoint Wispark Land Co. II, LLC, a Wisconsin limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said limited liability company caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the Village of Pleasant Prairie.

IN WITNESS WHEREOF, Centerpoint Wispark Land Co. II, LLC, has caused these presents to be signed by the hand of _____, President, on this ____ day of _____, 2014

In the presence of:

Centerpoint Wispark Land Co. II, LLC

(Witness)

Name: _____ (printed)
Title: _____

STATE OF WISCONSIN }
 :SS
_____ COUNTY }

Personally came before me this ____ day of _____, 2014, _____ of Centerpoint Wispark Land Co. II, LLC, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
State of Wisconsin
My commission expires. _____
My commission is permanent.

VILLAGE BOARD APPROVAL

Resolved that the Certified Survey Map located in Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 33, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, is approved by the Village Board of the Village of Pleasant Prairie.

P.

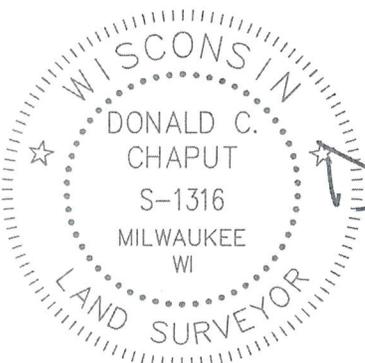
John Steinbrink, Village President

Jane M. Romanowski, Village Clerk/Treasurer

VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION APPROVAL

Resolved that the Certified Survey Map located in part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 33, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, is approved by the Village Plan Commission of the Village of Pleasant Prairie.

Thomas W. Terwall, Chairperson



Donald C. Chaput
April 11, 2014

This instrument was drafted by Donald C. Chaput
Registered Land Surveyor S-1316

Drawing No. 1711-grb
Sheet 3 of 3 Sheets

LakeView 117 and 118 CSM
DEDICATION AND EASEMENT PROVISIONS

1. The fee interest in the area shown as a **Dedicated Public Street** on this Certified Survey Map (CSM) is hereby dedicated, given, granted and conveyed by Centerpoint Wispark Land Co. II,, LLC, (the "Owner") to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public highway improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike lanes, if required by the Village or Kenosha County, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: a nonexclusive easement hereby reserved by the Owner of Lots 1 and 2 shown on this CSM which is adjacent to the Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of the bike lane, if required by the Village or Kenosha County in the area between the roadway and the Lot. In the event of any conflict between the rights of the Village or Kenosha County under its fee interest in any of the Dedicated Public Street areas shown on this CSM and the rights of the Owner, or of the future Owners of the Lot(s), or of any Commercial Owners Association pursuant to the dedication retained herein, the rights of the Village shall be deemed to be superior.
2. A perpetual nonexclusive easement coextensive with the area shown as a **Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement** on this CSM are hereby dedicated, given, granted and conveyed by the Owner to the Village of Pleasant Prairie (referred to as the "Village") for the Owner's private storm water drainage system improvements, storm water retention basin storage and conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement shall be exclusive, except for the Owner's use, planting and irrigating, care and maintenance of the Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement area on Outlot 1 as it will not interfere with the improvements, uses and purposes of the Village. In the event of any conflicts between the rights of the Village pursuant to the Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement and the rights of any other persons or entities with respect to the Dedicated Easement, the Village's rights under this Easement shall be deemed to be superior.
3. A perpetual easement co-extensive with each area shown on this CSM as a **Dedicated Utility Easement(s)** are hereby dedicated, given, granted and conveyed by the Owner to We Energies, Ameritech and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the lots shown on this CSM (and any lots subsequently divided from any such Lot with the approval of the Village) in accordance with the Village-approved plans and for any related ingress and egress. To the extent possible, all such utility and communication lines and facilities shall be installed underground. These utility

easements specifically include the right to trim or cut trees, brush or roots as may be reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. These utility easements shall be exclusive, except for: (1) the corresponding utility easements dedicated herein to the other Utility and Communications Grantees; (2) such other easements as may be dedicated on this CSM with respect to the same area or any portion thereof; and (3) such use, planting, care and maintenance of the easement areas by the Owner of the Lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Utility and Communications Grantees. No private buildings or structures shall be placed within the utility easement areas by the Owner of the Lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Utility and Communication Grantees. In the event of any conflict between the rights of the Utility and Communication Grantees pursuant to the utility easements with respect to the Dedicated Utility Easement areas and the rights of the Village in such areas, the rights of the Village shall be deemed to be superior except with respect to matters relating to landscaping.

4. Nonexclusive easements coextensive with each area shown as a Wetland Protection and Preservation, Access and Maintenance Easement area within Lots 1 and 2 and Outlot 2 on this CSM are hereby dedicated, given, granted and conveyed by the Owner to the Village for wetland protection and preservation and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to these easements, the Village shall have no obligation to do anything related to its rights under these easements.

RESTRICTIVE COVENANTS

1. The Owner hereby covenants that Centerpoint Wispark Land Co. II, LLC (the "Owner") shall have the obligation of maintaining the **Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement** area shown on this CSM in a functional, neat and nuisance free condition to handle storm water in the Development. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and catch basin structures; mowing; and weeding to prevent nuisance conditions. The Owner further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Easement area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Outlot 1, and shall benefit and be enforceable by the Village.

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

2. The Owner hereby covenants that the Lot 1 and 2 Owners shall have the obligation of planting, maintaining and replacing the **Street Trees** located within the 88th Avenue and 116th Street right-of-way area shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-ways, which might damage the street trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village. This covenant shall run with the land, shall be binding upon the Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1 and 2, and shall benefit and be enforceable by the Village. The Owners shall be relieved of any maintenance obligations they may have as Owners of such Lots or Outlot or portions thereof, only to the extent that the Tenant/Occupant of the property performs the required and maintenance functions, without compensation, to the satisfaction of the Village.

To the extent that the Village performs any such street tree related maintenance activities, the Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

3. The Owners hereby covenants that each area shown as a Dedicated Wetland Protection and Preservation, Access and Maintenance Easement area within Lots 1 and 2 and Outlot 2 on this CSM shall be protected and maintained as a wetland protection and preservation area in that no filling, dredging, vegetation cutting, vegetation removal or other activities or conditions detrimental to its function as a wetland area shall occur without first obtaining written approval from the Wisconsin Department of Natural Resources, U.S. Army Corps of Engineers and the Village. This covenant shall run with the land, shall be binding on the Owner, its successors, assigns and successors-in-title in their capacity as Owners of Lots 1 and 2 and Outlot 2 and shall benefit and be enforceable by the appropriate State or federal agency and the Village. The Owners shall be relieved of any protection or maintenance obligations they may have as Owners of such Lots or Outlot or portions thereof, only to the extent that the Tenant/Occupant of the property performs the required protection and maintenance functions to the satisfaction of the Village.

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

CERTIFIED SURVEY MAP NO. 2730

BEING ALL OF PARCEL 10, CSM 1291 A PART OF PARCEL 11, CSM 1291 AND A PART OF PARCEL 9, CSM 1292 AND LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 16, THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 15, THE NW 1/4 OF THE NW 1/4 OF SECTION 22 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 21 ALL LOCATED IN T.01N., R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

MEIJER DISTRIBUTION, INC.

3. Perpetual nonexclusive easements coextensive with the areas shown as a **Dedicated 20' Storm Water Drainage, Access and Maintenance Easement** on this CSM are hereby dedicated, given, granted and conveyed by Meijer Distribution, Inc. (referred to as the "Owner") to the Village of Pleasant Prairie (referred to as the "Village") for the Owner's private storm line and related structures, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities in the event Owner fails to perform its obligations in accordance with the Restrictive Covenants contained herein. This Dedicated 20' Storm Water Drainage, Access and Maintenance Easement shall be exclusive except for Owner's use, planting and irrigating, care and maintenance of the Dedicated 20' Storm Water Drainage, Access and Maintenance Easement area on Lot 1 as it will not interfere with the improvements, uses and purposes of the Village. Provided, however, the easement rights granted to the Village with respect to any paved portion of the Easement as shown hereon shall be limited to nonexclusive vehicular access rights in order to access the storm line for the purposes contemplated herein and subject and conditioned upon such use being completed in a manner that minimizes any interference with the operations on Owner's property. Subject to the terms of any easement and restriction of record, in the event of any conflicts between the rights of the Village pursuant to the Dedicated 20' Storm Water Drainage, Access and Maintenance Easement and the rights of any other persons or entities with respect to the ~~Dedicated Easement~~, the Village's rights under this Easement shall be deemed to be superior.

STORM WATER DRAINAGE BASIN OPERATION AND MAINTENANCE PLAN

1. Operation and maintenance of the storm water drainage basins shall be provided by the Owner. Access to the basins are currently available on all sides and shall not be impeded.
2. The basins shall be inspected bi-annually for erosion of banks and sediment accumulation in the basin bottom. Any erosion of banks should be repaired and the disturbed area seeded/mulched. Sediment shall be removed once the average depth of the permanent pool in the retention basin is 3.5 feet. Upon determination that sediment removal is required, sediment shall be removed to provide a minimum depth of 5 feet for an area equal to 50% of the surface area of the permanent pool. Sediment accumulations shall be properly disposed of off-site in accordance with NR 500, Wis. Adm. Code. Any areas surrounding the basin that are disturbed during the sediment removal process shall seeded/mulched.
3. Banks of the basins shall be mowed on a regular basis during the growing season and litter removed monthly to prevent clogging of the outlet structure. Woody vegetation shall be removed from the banks in order to maintain access.
4. The outlet structures shall be inspected quarterly and checked for sediment accumulation in the bottom. Sediments shall be removed and disposed. The outlet structure grate opening should be inspected at each mowing during the growing season for blockage by litter and grass clippings. Any blockage shall be removed and disposed.
5. If required, weed and algae growth shall be controlled by an appropriate aquatic herbicide in accordance with WPDES Permit No. WI-0064556. Control of mosquitos and other flying insects by an appropriate pesticide shall be in accordance with WPDES Permit No. WI-0064581.



ORD. # 14-12

**ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
PURSUANT TO CHAPTER 420-13 OF THE VILLAGE ZONING ORDINANCE**

**BE IT ORDAINED by the Village of Pleasant Prairie Board of Trustees,
Kenosha County, Wisconsin, that the Official Village Zoning Map is hereby amended
as follows:**

The property generally located at the southeast corner of 116th Street and 88th Avenue located within U. S. Public Land Survey Section 33 Township 1 North, Range 22 East in the Village of Pleasant Prairie is hereby rezoned as follows: Lots 1 and 2 of CSM _____ will remain in the M-2, General Manufacturing District and any portions of Lot 1 that is currently zoned A-2 is proposed to be rezoned into the M-2, General Manufacturing District; Outlot 1 of CSM _____ is rezoned from the current M-2, General Manufacturing District to PR-1, Neighborhood Park and Recreational District; and Outlot 2 of CSM _____ is rezoned from the current A-2, General Agricultural District to PR-1 District. Any portions of Lots or Outlots that are currently zoned C-1, Lowland Resource Conservancy District will remain unchanged.

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

Adopted this 19th day of May, 2014.

VILLAGE BOARD OF TRUSTEES

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

12- LakeView South Lot 117 and 118



CenterPoint Properties®

LOGISTICS * INDUSTRIAL
INVESTMENT | DEVELOPMENT | MANAGEMENT

April 7, 2014

Jean Werbie-Harris
Zoning Administrator
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 51358

RE: Addition to LakeView Corporate Park

Mrs. Werbie-Harris,

Please accept this letter as our formal request for consideration to amend the Village's 2035 Comprehensive Land Use Plan to support the creation of outlot parcels for the shared stormwater basins proposed by the Addition to LakeView Corporate Park.

The Addition to LakeView Corporate Park has received conceptual approval; was rezoned into the appropriate light industrial zoning; and received site and operational plan approval from the Village's Plan Commission in 2008 as part of the construction of a light industrial facility known as LakeView XII.

We intend to construct the two remaining light industrial facilities presented in the approved Concept Plan. Architectural and Engineering plans have progressed into final designs for the two buildings such that the exact characteristics of the stormwater basins have been identified. As a result, the outlot parcels have been finalized.

It is our understanding that a shared stormwater outlot requires the Comprehensive Land Use designation "RS-1: Park, Recreational and Other open space lands." A Certified Survey Map (CSM) has been drafted and will be submitted to the Village for consideration of the proposed land division in the upcoming week.

In addition to our request for consideration, please accept this letter as written authorization as the landowner to amend these documents for our property.

If there are any questions, comments, or concerns; please do not hesitate to contact us.

Respectfully yours,

CENTERPOINT WISPARK LAND COMPANY II LLC

John Lass
Vice President – Development

1808 Swift Drive | Oak Brook, IL 60523-1501 | 630.586.8000 phone | 630.586.8010 fax
www.centerpoint.com



RECEIVED
APR 14 2014
Village of Pleasant Prairie

Filed _____ 20__
Fee Paid _____ 20__
PC Meeting Date _____ 20__
VB Meeting Date _____ 20__
Approved _____ 20__
Denied _____ 20__

**VILLAGE OF PLEASANT PRAIRIE
CERTIFIED SURVEY MAP APPLICATION**

To: Village Plan Commission & Village Board of Trustees of the Village of Pleasant Prairie:

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

It is petitioned that the following described property be subdivided with a Certified Survey Map (CSM)

The property petitioned to be subdivided is located at: Southeast corner of 88th Avenue and County MH
and is legally described as follows: see attached

Tax Parcel Number(s): Part of 92-4-122-332-0103 and 92-4-122-332-0251

- The property abuts or adjoins a State Trunk Highway Yes No
- The property abuts or adjoins a County Trunk Highway Yes No
- Municipal Sanitary Sewer is available to service said properties Yes No
- Municipal Water is available to service said properties Yes No

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

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

PROPERTY OWNER:

Print Name: CenterPoint Wispark Land Co. II, LLC
Signature: _____
Address: 1808 Swift Drive
Oak Brook, Illinois 60523
(City) (State) (Zip)
Phone: 630-586-8000
Fax: _____
Date April 10, 2014

OWNER'S AGENT:

Print Name: John Lass
Signature: _____
Address: 1808 Swift Drive
Oak Brook, Illinois 60523
(City) (State) (Zip)
Phone: 630-586-8165
Fax: _____
Date: April 10, 2014

ORD. # 14-

**ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
PURSUANT TO CHAPTER 420-13 OF THE VILLAGE ZONING ORDINANCE**

**BE IT ORDAINED by the Village of Pleasant Prairie Board of Trustees,
Kenosha County, Wisconsin, that the Official Village Zoning Map is hereby amended
as follows:**

The property generally located at the southeast corner of 116th Street and 88th Avenue located within U. S. Public Land Survey Section 33 Township 1 North, Range 22 East in the Village of Pleasant Prairie is hereby rezoned as follows: Lots 1 and 2 of CSM _____ will remain in the M-2, General Manufacturing District and any portions of Lot 1 that is currently zoned A-2 is proposed to be rezoned into the M-2, General Manufacturing District; Outlot 1 of CSM _____ is rezoned from the current M-2, General Manufacturing District to PR-1, Neighborhood Park and Recreational District; and Outlot 2 of CSM _____ is rezoned from the current A-2, General Agricultural District to PR-1 District. Any portions of Lots or Outlots that are currently zoned C-1, Lowland Resource Conservancy District will remain unchanged.

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

Adopted this ____ day of _____, 2014.

VILLAGE BOARD OF TRUSTEES

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

___ - LakeView South Lot 117 and 118

Consider the request of Clay Chiappini, of Butler Design Group, agent for approval of a **Certified Survey Map** to subdivide the vacant property located at the 11000 block of 88th Avenue in LakeView Corporate Park into two parcels.

Recommendation: Plan Commission recommends that the Village Board approve the Certified Survey Map subject to the comments and conditions of the Village Staff Report of May 19, 2014.

VILLAGE STAFF REPORT OF MAY 19, 2014

Consider the request of Clay Chiappini, of Butler Design Group, agent for approval of a **Certified Survey Map** to subdivide the vacant property located at the 11000 block of 88th Avenue in LakeView Corporate Park into two parcels.

The CSM proposes to subdivide the approximate 28.5 acre property into two (2) properties. Lot 1 is proposed to be 22.832 acres with 150 feet of frontage on 88th Avenue and Lot 2 is proposed to be 5.65 acres with over 600 feet of frontage on 88th Avenue. The property is currently zoned M-2, General Manufacturing District which requires lots to be a minimum of 2 acres with 150 frontage on a public street. Both lots being created by the CSM meet the minimum lot area and frontage requirements of the M-2 District.

[Note: On May 12, 2014 the Plan Commission conditionally approves Site and Operational Plans for Niagara Bottling to development Lot 1 of the proposed CSM with a 377,472 sq. ft. water bottling facility and associated site improvements. This facility will be used to manufacture plastic bottles and caps and produce bottled water products. Niagara is a family owned and operated company since 1963. Niagara is the largest private label bottled water supplier in the U.S.]

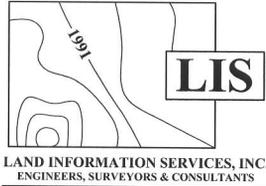
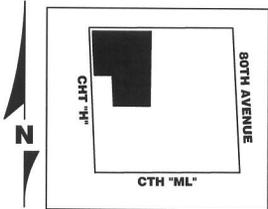
Plan Commission recommends approval of the Certified Survey Map subject to the following conditions/corrections:

1. The CSM is missing page 3 of 3, the signature page for review.
2. The **attached** Dedication and Easement Provisions shall be added to the CSM. This includes language for: Dedicated General Utility Easement, Dedicated Street Trees, Dedicated Pubic Storm Water Drainage, Access and Maintenance Easement, and Dedicated Emergency Cross Access Driveway Easement.
3. The entire right-of-way width of 88th Avenue CTH H shall be shown on Page 1.
4. The 88th Avenue right-of-way shall be labeled as a Dedicated Public Street.
5. What is the purpose of the detail on Page 2? Provide more information and a north arrow for this detail.
6. Show the Dedicated Emergency Cross Access and Maintenance Easement at the northeast corner of the site.
7. The Shared Access Driveway and Maintenance Easement per Doc. No. 1225999 is proposed to be vacated and it should be referenced as such on Page 1. Proper documents shall be drafted, approved by the Village Board and the document shall be recorded at the Kenosha County Register of Deeds Office. A recorded copy shall be provided to the Village prior to recording the CSM.
8. What is the name of the entity/owner for this land? The current owner on record is CenterPoint WisPark Land Company LLC not 88th Avenue Properties, LLC as shown on Page 1.
9. The legal description has three typos which need to be corrected on Page 2 of 3. "The" is incorrectly spelled as "Teh"; "Township" is incorrectly spelled as "Townhip"; and the date is referenced as "2009" instead of "2014".
10. 88th Avenue Properties, LLC is also referenced on Page 2 of 3 – the Kenosha County records show otherwise.

11. A revised CSM shall be submitted for final staff review prior to final approval and execution.
12. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the CSM.
13. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and confirmation of recording submitted to the Village prior to issuance of any permits.

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 105, CERTIFIED SURVEY MAP NO. 2558, BEING A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



9110 W. STICKNEY AVENUE
WAUKATOSA, WI 53126
T 262.512.9000

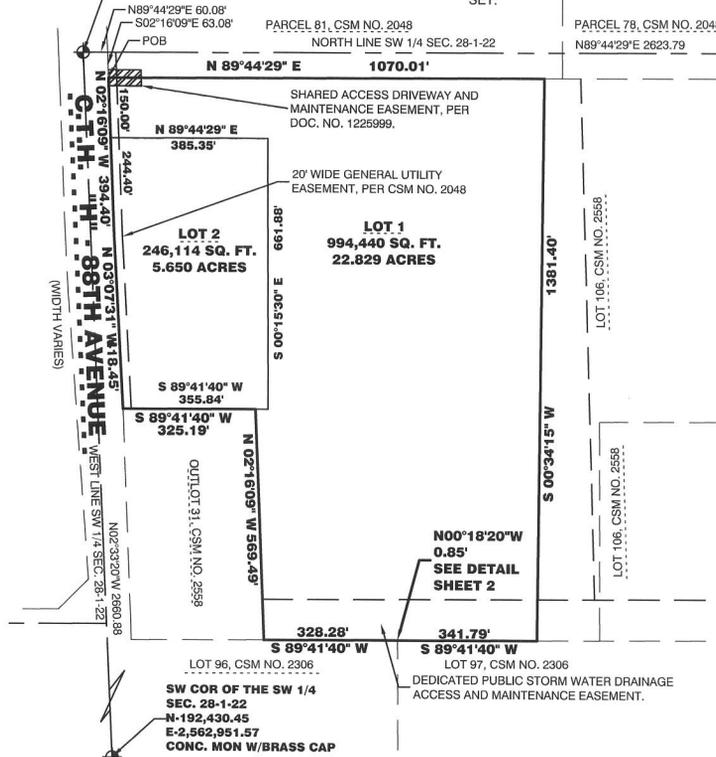
www.lisinc.net
JOB NO. S14009R0CSM

VICINITY MAP
SOUTHWEST 1/4 SECTION 28, T1N, R22E
SCALE 1" = 2000'

NW COR OF THE SW 1/4 SEC. 28-1-22
N-195,088.73
E-2,562,832.93
CONC. MON W/BRASS CAP

INDICATES IRON PIPE FOUND

INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.13 LBS PER LINEAL FOOT, SET.



ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, THE WEST LINE OF THE SW 1/4 OF SEC. 28-1-22, WAS USED AS N02°33'20"W.

GRAPHIC SCALE



SUBJECT TO EASEMENT OF RECORD.

1 inch = 300 ft

ALL MEASUREMENT HAVE BEE MADE TO THE NEAREST ONE-HUNDERDTH OF A FOOT.

PREPARED FOR:
88TH AVENUE PROPERTIES, LLC

WISCONSIN REGISTERED LAND SURVEYOR
MARK L. WERTS S-19
DATED THIS 2ND DAY OF APRIL, 2014

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ON SECOND.

THIS INSTRUMENT DRAFTED BY MARK L. WERTZ

DRAFT

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 105, CERTIFIED SURVEY MAP NO. 2558, BEING A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
MILWAUKEE COUNTY } SS

I, MARK L. WERTZ, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A REDIVISION OF LOT 105, CERTIFIED SURVEY MAP NO. 2558, BEING A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWN 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE N89°44'29"E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 60.08 FEET TO A POINT ON THE EAST LINE OF 88TH AVENUE (COUNTY TRUCK HIGHWAY "H"); THENCE S 02°16'09"E ALONG THE WEST LINE OF SAID AVENUE 63.08 FEET TO THE POINT OF BEGINNING; THENCE N89°44'29"E 1070.01 FEET; THENCE S00°34'15"W 1381.40 FEET; THENCE S89°41'40"W 341.79 FEET; THENCE N00°18'20"W 0.85 FEET; THENCE S89°41'40"W 326.28 FEET; THENCE N02°16'09"W 569.49 FEET; THENCE S89°41'40"W 325.19 FEET TO A POINT ON THE EAST LINE OF 88TH AVENUE (COUNTY TRUCK HIGHWAY "H"); THENCE N03°07'31"W ALONG THE EAST LINE OF SAID AVENUE 418.45 FEET; THENCE N02°16'09"W ALONG THE EAST LINE OF SAID AVENUE 394.40 FEET TO THE POINT OF BEGINNING.

1,240,554 SQUARE FEET / 28.479 ACRES

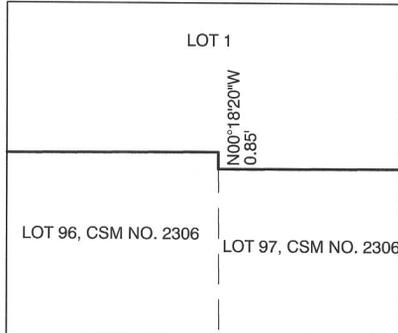
THAT I HAVE MADE SUCH SURVEY AND MAP BY THE DIRECTION OF 88TH AVENUE PROPERTIES, LLC.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 2009.

MARK L. WERTZ
REGISTERED LAND SURVEYOR, S-1915
STATE OF WISCONSIN



DETAIL - NOT TO SCALE

DEDICATION AND EASEMENT PROVISIONS

Niagara CSM

1. DEDICATED PUBLIC STREET

The fee interest in the area shown as a Dedicated Public Street on this Certified Survey Map (CSM) was dedicated, given, granted and conveyed by the prior recorded CSM # _____ to Kenosha County and to the Village of Pleasant Prairie (referred to as the "Village"), its successors and assigns for the construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavement, curbs and gutters, street signs, street lights, bike lanes, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, placing topsoil and seeding, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) a nonexclusive easement coextensive with the Dedicated Public Street area shown on this CSM and granted to the adjacent Lot Owners for street terrace grading, placing topsoil and seeding, street trees and other landscaping planting, the snow clearance, maintenance, repair and replacement of bike lanes in the area between the roadway and their properties, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the roadway and their properties as approved by the Village and Kenosha County as will not interfere with the public improvements, uses and purposes of Kenosha County and the Village (all subject to the rights of Kenosha County and the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and (2) a nonexclusive easement for the LakeView Commercial Owners Association (hereinafter referred to as the "Association") for the planting and maintenance of grass and street trees, and the snow clearance, maintenance, repair and replacement of bike lanes in the area between the roadway and the properties, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the public roadway and the adjacent properties as approved by the Kenosha County and the Village and as will not interfere with the public improvements, uses and purposes of Kenosha County and the Village (all subject to the rights of Kenosha County and the Village, but not the obligation to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions and assess such costs to the abutting properties); and in the event of any conflict between the rights of Kenosha County or the Village under its fee interest in the Dedicated Public Streets, the Association, or of the Lot Owner(s), pursuant to the easements retained herein, the rights of Kenosha County or the Village shall be deemed to be superior.

The adjacent Lot Owners shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting and maintenance of the private driveways, public street lights energy and maintenance costs, mailboxes, utility and communications facilities, street terrace grading, placing topsoil and seeding, street trees and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance in accordance with the terms and conditions of Kenosha County Ordinances and the Village Land Division and Development Control Ordinance.

2. DEDICATED GENERAL UTILITY EASEMENT

Easements coextensive with the areas shown as Dedicated Utility Easement areas on Lot 1 and Lot 2 of this CSM were dedicated, given, granted and conveyed to WE Energies, AT & T and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by the prior recorded CSM #2048, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots, (or portions thereof) shown on this CSM and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communications Grantees. Upon the installation of the utilities, the Lot Owners shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Owners and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

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

3. DEDICATED EMERGENCY CROSS ACCESS AND MAINTENANCE EASEMENT

A nonexclusive easement coextensive with the area shown as a Dedicated Emergency Cross Access and Maintenance Easement on Lot 1 of this CSM is hereby dedicated, given, granted and conveyed by the Lot Owner to the adjacent Landowner to the north, identified as Tax Parcel Number 92-4-122-_____ and the Village for emergency vehicular and pedestrian ingress, egress and cross access purposes. In the event of any conflict between the rights of the Owner, the rights of the Village and the rights of the adjacent Landowner to the north, the Village's rights under the easement shall be deemed to be superior. The Lot 1 Owner shall be responsible for all costs associated with the required construction and maintenance of the asphalt access driveway, snow plowing and maintenance of the gate, Knox lock and chain, and related landscaping improvements.

4. DEDICATED PUBLIC STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT

A nonexclusive easement coextensive with the area shown as a Dedicated Public Storm Water Drainage, Access and Maintenance Easement on Lot 1 of this CSM was dedicated, given, granted and conveyed by the prior recorded CSM # _____ to the Village for storm water management purposes, private and public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This storm sewer easement is exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, planting, care and storm water management, public and private drainage way improvements and maintenance, repair and replacement responsibilities of the easement area which shall be required by the Owners of Lot 1 on which such easement is located as will not interfere with the improvements, uses and purposes of the Village as it relates to this easement; and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village and the LakeView Commercial Owners Association. In the event of any conflict between the rights of the Lot Owner, the rights of the Village and the rights of other entities with respect to the storm water drainage easement area, the Village's rights under this easements shall be deemed to be superior.

If the Owners of Lot 1 fail to properly maintain the storm water easement area, the easement rights include the Village's perpetual right to enter upon Lot 1 within the storm water drainage easement areas at any time that the Village may see fit, to re-construct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion of such storm drainage area for the purpose of conveying storm water across, through and under Lot 1, together with the right to excavate, reconstruct, maintain, use and repair the storm water drainage system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the

location, reconstruction, use and maintenance of the storm water drainage system improvements, all at the Lot 1 Owners cost.

CD/Niagara Pleasant Prairie/Dedication and Easement Provisions for Niagara

VILLAGE STAFF REPORT OF MAY 19, 2014

Consider approval of an **Affidavit of Correction to CSM 2747** for the properties located at the northeast corner of 104th Avenue and 77th Street within the Prairie Ridge development related to an incorrect legal description on the CSM.

Recommendation:

Plan Commission recommends that the Village Board approve the Affidavit of Correction to CMS 2747 subject to the owner recording the correction document and providing a recorded copy to the Village within 30 days of Village Board approval.

INCORRECT LEGAL DESCRIPTION: The redivision of Lot 4, of Certified Survey Map No. 2726, being that part of the NW 1/4 of the NW 1/4 of Section 8 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 52.18 feet to a point on the East right-of-way of 104th Avenue and the point of beginning of this description; continue thence N70°56'29"E 241.04 feet to a point on the South right-of-way of State Trunk Highway "50" (75th Street); thence S87°48'05"E 349.52 feet along said South line; thence S01°01'21"E 301.70 feet; thence N88°58'39"E 161.50 feet; thence S01°01'21"E 121.16 feet to a point on the North right-of-way of 77th Street; thence S57°39'15"W 429.57 feet along said North line to the point of curvature of a curve of Southwesterly convexity whose radius is 365.00 feet and whose chord bears S72°46'05"W 190.34 feet; thence Southwesterly 192.56 feet along the arc of said curve and said North line; thence S87°52'54"W 143.81 feet along said North line; thence N47°16'46"W 42.54 feet along said North line to the East right-of-way of 104th Avenue; thence N02°27'11"W 617.85 feet along said East line to the point of beginning. Containing 9.156 acres.

CORRECT LEGAL DESCRIPTION: The redivision of Lot 4, of Certified Survey Map No. 2726, being that part of the NW 1/4 of the NW 1/4 of Section 8 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 52.18 feet to a point on the East right-of-way of 104th Avenue and the point of beginning of this description; continue thence N70°56'29"E 100.62 feet to the northeast corner of Lot 4 of Certified Survey Map 2726, a recorded map, thence S01°01'21"E 285.50 feet along the East line of said Lot 4; thence S69°31'09"E 391.07 feet along the southeasterly line of said Lot 4 to the point of curvature of a curve of northeasterly convexity whose radius is 110.50 feet and whose chord bears S50°55'57"E 70.44 feet; thence southeasterly 71.69 feet along the arc of said curve and southeasterly line of said Lot 4; thence S32°20'45"E 53.39 feet to a point on the North right-of-way of 77th Street; thence S57°39'15"W 197.21 feet along said North line to the point of curvature of a curve of Southeasterly convexity whose radius is 365.00 feet and whose chord bears S72°46'05"W 190.34 feet; thence Southwesterly 192.56 feet along the arc of said curve and said North line; thence S87°52'54"W 143.81 feet along said North line; thence N47°16'46"W 42.54 feet along said North line to the East right-of-way of 104th Avenue; thence N02°27'11"W 617.85 feet along said East line to the point of beginning. Containing 3.904 acres.

Consider the request of Dustin Harpe of Harpe Development to amend the Access Restriction for Lot 163 in Village Green Heights Addition #1.

Recommendation:

Plan Commission recommends that the Village Board approve the amendment of the access restriction for Lot 163 in Village Green Heights Addition #1 be amended as presented.

VILLAGE STAFF REPORT OF MAY 19, 2014

Consider the request of Dustin Harpe of Harpe Development to amend the Access Restriction for Lot 163 in Village Green Heights Addition #1.

The petitioner is requesting to amend the Access Restriction for Lot 163 in Village Green Heights Addition #1 to allow for a home to be located on the property with direct access to Cooper Road. Pursuant to the Access Restriction on the Final Plat, the driveway for this lot shall not be located on Cooper Road.

Due to the slope of the property, the access restriction is proposed to be amended to allow for the driveway to be located within the southern 30.50 of the lot as shown on the attached Release of Access Restriction.

Plan Commission recommends that the Village Board to approve the modified access restriction provided said Restriction is recorded at the Kenosha County Register of Deeds Office prior to issuance of the building and zoning permit for the new home and a recorded copy is provided to the Village within 30 days of approval.

Document Number

Release of Access Restriction
Document Title

RE: Release of South 30.50 feet of a platted Access Restriction on Lot 163 in Village Green Heights Addition #1, located in the Village of Pleasant Prairie, Wisconsin.

The undersigned, The Village of Pleasant Prairie does hereby release all rights and interest in which the Village may have in the South 30.50 feet of the Access Restriction as shown on the record plat of Village Green Heights Addition #1 - Final Plat, recorded on August 8, 2006, as Document No. 1490748 in the Office of the Register of Deeds for Kenosha County, located in the NW1/4 of SW1/4, NE1/4 of SW1/4, SE1/4 of SW1/4, NW1/4 of SE1/4 of Section 23, Town 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Wisconsin, as referenced in Exhibit "A" attached hereto, and incorporated herein.

Recording Area

Name and Return Address

Jeffrey K. Rampart
JKR Surveying, Inc.
8121 22nd Avenue
Kenosha, WI 53143

92-4-122-233-0663

Parcel Identification Number (PIN)

It is the intent to terminate and release the South 30.50 feet of the Access Restriction as referenced above and attached hereto.

Dated this ____ day of _____, 2014

Village of Pleasant Prairie
By:

John P. Steinbrink, Village President

ATTEST:
By:

Jane M. Romanowski, Village Clerk

STATE OF WISCONSIN S.S.
COUNTY OF KENOSHA

Personally came before me this ____ day of _____, 2014 the above named John P. Steinbrink, Village President and Jane M. Romanowski, Village Clerk to me known to be the persons who executed the foregoing instrument on behalf of the Village of Pleasant Prairie and acknowledge to be the same.

COMMISSION EXPIRES _____
(signature) NOTARY PUBLIC

_____ KENOSHA COUNTY
(print name) STATE OF WISCONSIN

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010 This instrument drafted by:

SHEET 1 OF 2

Jeffrey K. Rampart, S-2141 8121-22nd Ave.
Kenosha, WI 53143

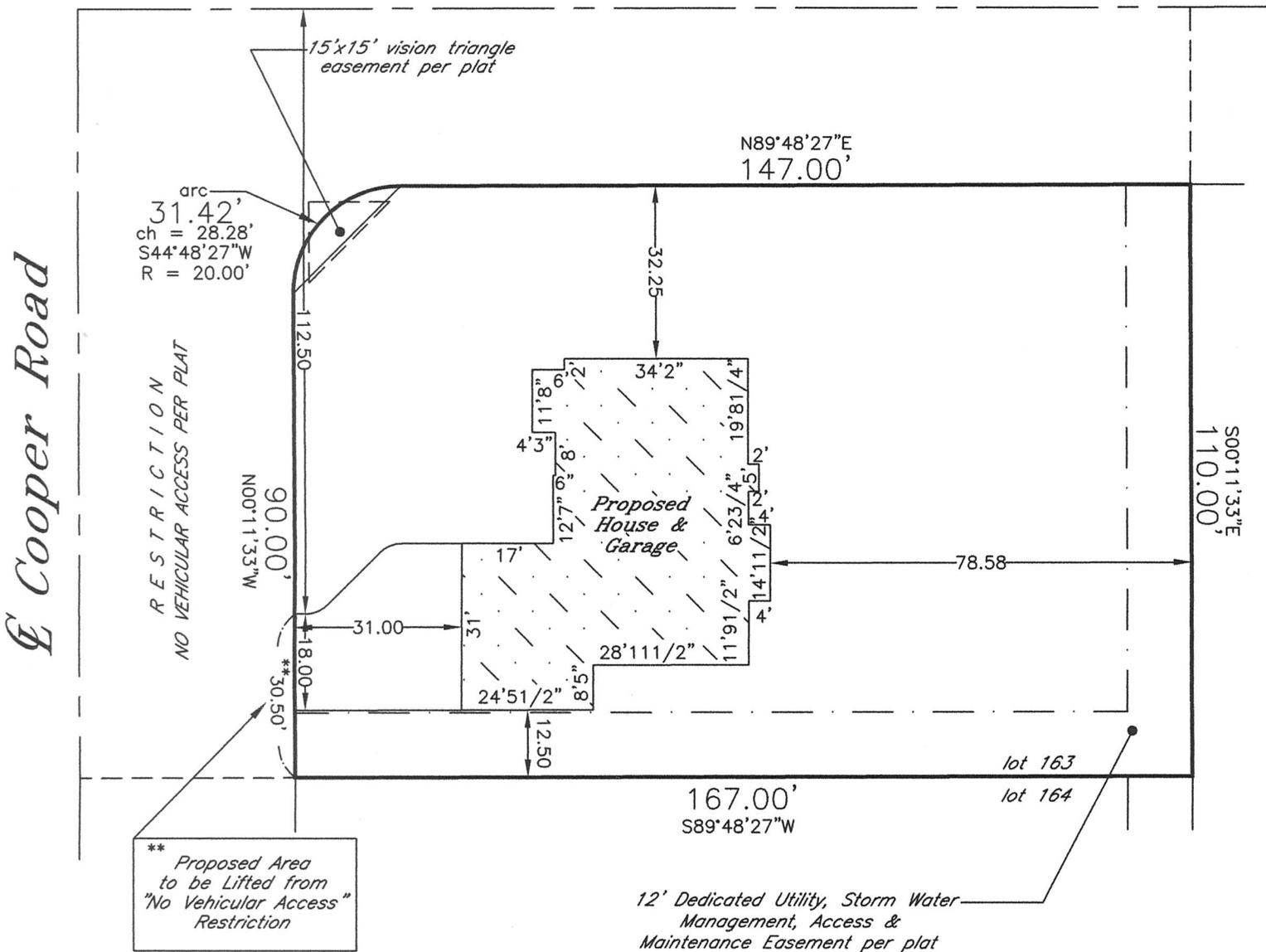
EXHIBIT "A"

Lot 163 Village Green Heights Addition #1 -
Final Plat being part of NW1/4 of SW1/4,
NE1/4 of SW1/4, SE1/4 of SW1/4 and NW1/4
of SE1/4 Section 23, Town 1 North, Range 22
East of the Fourth Principal Meridian.

tax key no.: 92-4-122-233-0663

Scale
1" = 30'

€ 98th Street



Plat of Survey of

LOT 163 IN

VILLAGE GREEN HEIGHTS ADDITION 1

in SW1/4 Section 23-1-22

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WIS.

(lot area = 18,284 S.F.)

- prepared by -

J.K.R. Surveying, Inc.

8121 22nd Avenue Kenosha, WI 53143

ph 262-652-8110 fax 262-652-9695

Dated: May 1, 2014

-for-

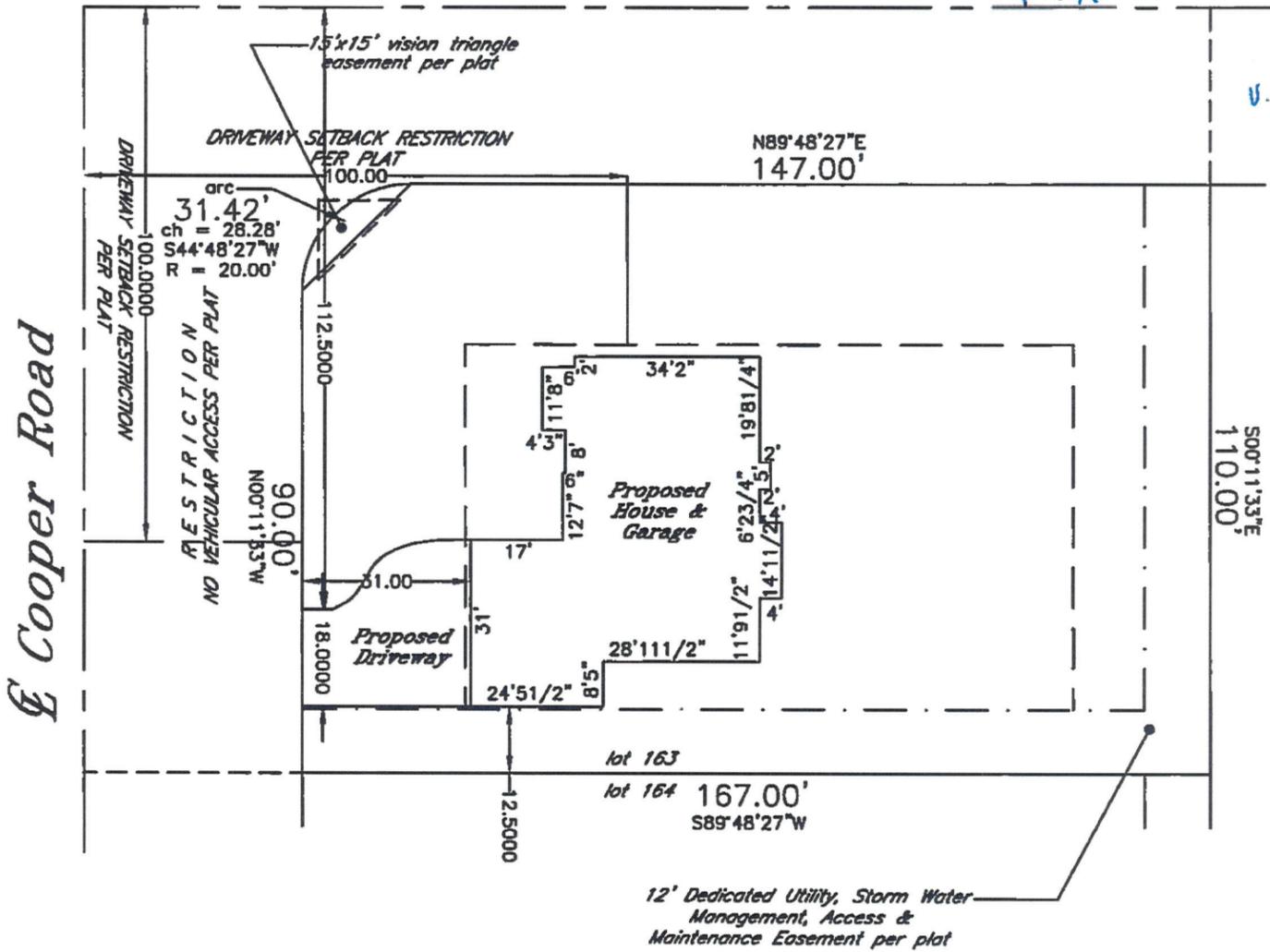
Harpe Development

SHEET 2 of 2

The Village Green Heights Architectural Control Committee has reviewed the house layout below. Currently there exists a restriction disallowing access from this lot to Cooper Road and therefore our approval cannot be given. However, if the owner and Village wish to amend the Plat to allow this access to Cooper Road the ACC would not object + would approve the plans below

E 98th Street

Mark S. Haly
 U.S.H. Arch. Control
 Committee
 5-1-14



- * existing → sheet drainage
- * proposed → drainage swale
- * final HP high point

* outside finish gr (advisory only) - tion = EL 000.00 less otherwise de ing by Village Engi

Building field staked true size. Contractor to verify all dimensions be- by same and adhere to drainage plan in effect for this subdivision. current title report for easements or restrictions which may affect this site that are not shown on the recorded subdivision plat.

○ denotes iron pipe

VEYING, INC.
 AVENUE
 WI 53143

Plat of Survey of
 LOT 163 AND

**THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME
HOWEVER SEPARATE ACTION IS REQUIRED.**

Consider approval of a **Master Conceptual Plan** for the redevelopment of the Village Hall property located at 9915 39th Avenue, including the relocation of Fire Station #1 to the adjacent property located at the southeast corner of CTH EZ (39th Avenue) and Springbrook Road.

Recommendation: On May 12, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve the **Master Conceptual Plan** as presented in the Village Staff Report of May 19, 2014.

Consider **Ord. #14-13 and Ord. #14-14** for a **Zoning Text and Map Amendments** to rezone the property at the southeast corner of CTH EZ and Springbrook Road and 9915 39th Avenue from the B-2, (UHO), Community Business District with an Urban Landholding Overlay District and I-1, Institutional District to the I-1 (PUD), Institutional District with a Planned Unit Development Overlay District a Zoning Text Amendment to create the specific PUD requirements for the re-development of the Village Campus.

Recommendation: On May 12, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Text and Map Amendment (Ord. #14-13 and #14-14)** as presented in the Village Staff Report of May 19, 2014.

VILLAGE STAFF REPORT OF MAY 19, 2014

Consider approval of a **Master Conceptual Plan** for the redevelopment of the Village Hall property located at 9915 39th Avenue, including the relocation of Fire Station #1 to the adjacent property located at the southeast corner of CTH EZ (39th Avenue) and Springbrook Road.

Consider **Ord. #14-13 and Ord. #14-14** for a **Zoning Text and Map Amendments** to rezone the property at the southeast corner of CTH EZ and Springbrook Road and 9915 39th Avenue from the B-2, (UHO), Community Business District with an Urban Landholding Overlay District and I-1, Institutional District to the I-1 (PUD), Institutional District with a Planned Unit Development Overlay District a Zoning Text Amendment to create the specific PUD requirements for the re-development of the Village Campus.

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

The Village is requesting approval of a Master Conceptual Plan and Zoning Text and Map Amendments regarding the redevelopment of the Village Campus located at 9915 39th Avenue.

Master Conceptual Plan for the development of the Village Campus includes the property at 9915 39th Avenue (Village Hall property) and the vacant triangular-shaped property to the north (Tax Parcel Number 92-4-122-243-0020) for site improvements including: expanded parking areas, reconstruction of 100th Street and 38th Avenue, landscaping, sidewalks, storm water management facilities and the relocation of Fire Station #1 to the north portion of the site. [*Note: the Village Board approved a Certified Survey Map at its April 21, 2014 meeting that combined these two properties and dedicated additional right-of-way for future roadway improvements in 39th Avenue.*]

The development of a new Fire Station #1 and the associated Village Campus improvements will create a unified governmental campus-like amenity that will integrate with the planned Village Green Center development to the north, south and west. The new Fire Station #1 will provide accommodations for future increases in Fire & Rescue personnel and will also provide for much needed apparatus bay emergency vehicle storage. The construction of pedestrian plazas and sidewalks along public streets and interior to the site will provide increased walking/bicycling opportunities and will integrate well with the planned walkable Village Green Center retail area to the immediate west, across 39th Avenue.

Upon completion of the relocation of Fire Station #1 to the new Fire Station #1, the interior of the former Fire Station #1 area will be renovated into new Village Hall auditorium and meeting space. In addition, the parking lot will be constructed south of the Village Hall and a small entrance vestibule to the south side of the new auditorium space will be added.

Additionally, from early summer – early winter 2015, 39th Avenue will be reconstructed from north of 104th Street extending north to 97th Street. This section of 39th Avenue will have an urban profile (curb & gutter), with two travel lanes, 2.5 foot bicycle lanes and 10 foot sidewalks, parallel parking and a roundabout at the Springbrook Road intersection. As previously noted, the two (2) existing 39th Avenue driveways to the Village Campus will be permanently closed. New access to the Village Hall & new Fire Station #1 will be via Springbrook Road, 100th Street and 38th Avenue.

Zoning Map & Text Amendments (Ord. #14-13 and Ord. #14-14): The Village Hall property is currently zoned I-I, Institutional District and the property to the north where FS #1 is proposed to be reconstructed is propose to be rezoned from the current B-2, (UHO), Community Business District with an Urban Landholding Overlay District to the I-1 District in addition both the Village Hall site and the new FS #1 site will be rezoned into the PUD, Planned Unit Development Overlay District. In addition to the Zoning Map Amendment, the **attached** Zoning Text Amendment to create the specific PUD requirements for the Village Campus is proposed

The Village Campus, consisting of the existing Village Hall and the new FS #1, will be developed and enhanced as a unified government campus, consisting of integrated and shared parking areas, sidewalks, driveways, maneuvering lanes and storm water management facilities, with cohesive landscaping throughout the development. Additionally, the new FS #1 will be architecturally similar to the existing Village Hall using the same exterior building materials, roof material and architectural style.

In order to accomplish the Village Campus as a unified development, a few requirements of the Village Zoning Ordinance will need to be slightly modified through the implementation of a Planned Unit Development Overlay (PUD). The community benefits of the PUD include:

- A more unified, aesthetically attractive government campus.
- A more walkable, community-friendly development that will readily provide increased pedestrian interconnections with the adjacent Village Green Center development.
- An increased functionality of Village facilities through the provision of a much-needed new FS #1 and the conversion of the outdated FS #1 to Village staff and community meeting space and auditorium space.
- The union of storm water management facilities into one retention pond that will collect storm water from the entire Village Campus site as well as from the reconstructed 39th Avenue; therefore lessening the need for multiple storm water basins.

Specifically the following dimensional modifications are included in the PUD:

1. Section 429-126 I (5) (a) requires a minimum street setback of 65 feet from arterial streets and a minimum street setback of 30 feet from non-arterial streets. The widening of the 39th Avenue right-of-way will result in the existing Village Hall building being setback 39.7 feet from the new 39th Avenue right-of-way, an arterial street, whereby a 65 foot street setback is required. In addition, the Village Green Center mixed use development has been planned for zero setbacks to property lines adjacent to the street to provide more walkable commercial mixed use development; therefore, a zero building setback will be allowed adjacent to 39th Avenue, a minimum building setback of 65 adjacent to Springbrook Road and a minimum setback of 30 feet to non-arterial streets. The remaining setbacks in the I-1 District remain unchanged.
2. Section 420-47 A (1) requires a minimum spacing between driveways, as measured from centerline to centerline, based upon the roadways designed speed limit. The Village Campus will have two (2) driveways to Springbrook Road, which is an arterial road. The two (2) driveways are necessary to safely separate the visitor/employee vehicles from the FS #1 emergency response vehicles. These two (2) Springbrook Road driveways will be spaced at approximately 200 feet apart. Based on the 35 mph speed limit, the Ordinance requires a spacing distance of 300 feet.

3. Section 420-47 D requires a maximum driveway width of 35 feet as measured at the right-of-way line. The FS #1 driveway to Springbrook road is 60 feet wide at the right-of-way line. FS #1, with its large pumper and ladder trucks and those vehicle's need to exit the facility in a timely manner, requires a wider driveway to facilitate emergency responses.
4. Section 420-48 L requires that parking areas (which includes parking spaces, maneuvering lanes, and fire lanes) be setback a minimum of 20 feet to property lines and rights-of-way. The maneuvering lane along Springbrook Road will be setback 9.3 feet from the adjacent right-of-way. The PUD Ordinance allows this lane to be located to nine (9) feet from the property line adjacent to Springbrook Road.
5. Section 420-57 H(2) (i) specifies certain allowed roofing materials of which a standing seam metal roof is only allowed in the park and recreational zoning district. To help create a unified development theme, the new FS #1, will have a hip-style standing seam metal roof similar to the roofing material on the Village Hall.

On June 9, 2014 a public hearing will be held to consider amendments to the Comprehensive Land Use Plan to ensure that the zoning map and the land use plan are consistent. Currently the property for FS #1 is shown in the Mixed Use Lands (Village Green Center) with an urban reserve land use designation and it is proposed to be located within the Government and Institutional land use designation so that the entire Village Campus is located in the same land use designation.

[Note: On May 12, 2014 the Plan Commission conditionally approved Site and Operational Plan for the construction of a new Fire & Rescue Station #1, and for renovations of the existing Fire & Rescue Station #1 and site improvements including: expanded parking areas, reconstruction of 100th Street and 38th Avenue, the permanent closing of the 39th Avenue driveways to the site, landscaping, sidewalks and storm water management facilities.]

Recommendation: On May 12, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve the **Master Conceptual Plan** as presented in the Village Staff Report of May 19, 2014.

Recommendation: On May 12, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Text and Map Amendment (Ord. #14-13 and #14-14)** as presented in the Village Staff Report of May 19, 2014.

ORD. # 14-13

**ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
PURSUANT TO CHAPTER 420-13 OF THE VILLAGE ZONING ORDINANCE**

**BE IT ORDAINED by the Village of Pleasant Prairie Board of Trustees,
Kenosha County, Wisconsin, that the Official Village Zoning Map is hereby amended
as follows:**

The property located at 9915 39th Avenue, known as Lot 1 of CSM 2750, located within U. S. Public Land Survey Section 24 Township 1 North, Range 22 East in the Village of Pleasant Prairie is hereby rezoned into the I-1 (PUD), Institutional District with a Planned Unit Development Overlay District.

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

Adopted this 19th day of May 2014.

VILLAGE BOARD OF TRUSTEES

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

13- Village Campus

ORD. # 14-14

**ORDINANCE TO CREATE THE
CENTER 50 PLANNED UNIT DEVELOPMENT (PUD) PURSUANT TO
CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that the following Planned Unit Development (PUD) Ordinance is hereby created for the Village Hall/Fire Station #1 development pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

VILLAGE HALL/FIRE STATION #1 PANNED UNIT DEVELOPMENT (PUD)

- a. It is the intent that the Village Hall/Fire Station #1 (hereinafter referred to as the "DEVELOPMENT"), will provide for structures, improvements and uses on the property as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying I-1, Institutional District with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, sitting areas, fencing, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious municipal development as well as avoids unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.
- b. Legal Description: The property located at 9915 39th Avenue known as Lot 1 of CSM 2750 as recorded at the Kenosha County Register of Deeds Office on May 8, 2014 as Document #1726153 located in part of the Northeast One-Quarter of U.S. Public Land Survey Section 24, Township 1 North, Range 22 East of the Fourth Principal Meridian in the Village of Pleasant Prairie.
- c. Requirements within the DEVELOPMENT:
 - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations, except as expressly modified by this PUD Ordinance.
 - (ii) The DEVELOPMENT, including but not limited to, the building(s), sign(s), fence(s), garbage dumpster enclosures, landscaping, street trees, parking lot(s), exterior site lighting, etc., and the site as a whole, shall be maintained on a regular basis in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous conditions. This site maintenance shall also include the daily picking up and disposal of trash and debris which may accumulate on the sites.
 - (iii) The owners of the DEVELOPMENT shall be in compliance with Chapter 410 of the Village Municipal Ordinance related to a Digital Security Imaging System.
 - (iv) The DEVELOPMENT shall be in compliance with all applicable Site and Operational Plan(s), Conditional Use Permits (if applicable) and other Planned Unit Developments (if applicable), approved by the Village and on file with the Village Community Development Department for this property.
 - (v) All buildings and any site alterations and modifications, excluding general building and site maintenance within the DEVELOPMENT, shall be made in

accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.

- (vi) All buildings/structures and all exterior additions, remodeling or alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, fencing, outdoor furniture, etc. as approved by the Village. No painting of the building brick shall be allowed.
- (vii) The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified commercial development PUD and shall continue to comply with this PUD and all other PUDs that may be applicable this DEVELOPMENT, which may be amended from time to time. Specifically, but not limited to, the commercial building parking lots shall be utilized as a shared parking lots and cross-access easements shall be designed in order to allow and facilitate the movement of vehicular traffic from property to property.
- (viii) Temporary or permanent storage containers (some having brand names such as P.O.D.S, S.A.M.S., etc.) and compactors are not allowed on either a permanent or temporary basis within the DEVELOPMENT. All merchandise, products, crates, pallets, recycling, etc., storage shall be placed inside a building.
- (ix) All exterior signs on the building and site shall comply with the Village Zoning Ordinance or as specifically allowed in this PUD.
- (x) The DEVELOPMENT, which includes the buildings, structures, fencing, signage, sitting areas, parking lots and the site area shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. Landscaping shall be planted and maintained pursuant to the approved Landscape Plan. All litter and debris shall be promptly removed.
- (xi) The garbage dumpster areas shall be kept clean and presentable at all times. Garbage and litter shall be removed from around the exterior of the enclosures on a daily basis. The garbage dumpsters shall be placed back into their enclosures and the enclosure doors shall be closed and secured on a daily basis.
- (xii) The DEVELOPMENT shall not be used for any outside overnight or daytime parking of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations. No extended overnight parking of passenger vehicles is allowed in the parking lots. Vehicles, including trucks, cars and trailers, shall not be parked for sale on the property.
- (xiii) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.

- d. Specific modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:
- (i) Section 420-126 I (5) related to building setbacks be amended to read:
 - 5. Setbacks
 - (a) Street setback: no minimum setback from 39th Avenue, minimum of 65 feet from Springbrook Road and a minimum and a minimum of 30 feet from nonarterial streets.
 - (b) Side setback: 25 feet minimum.
 - (c) Rear setback: 25 feet minimum.
 - (d) Shore setback: 75 feet minimum.
 - (e) Wetland setback: 25 feet minimum.
 - (f) Separation distances between structures: as required by the current commercial building code effective in the Village.
 - (ii) Section 420-47 A (1) relate to driveway separation spacing be amended to read as follows:
 - (1) Driveway spacing to the DEVELOPMENT on Springbrook Road only shall be a minimum of 200 feet. All other roadways shall still comply with Section 420-47 A (1) of the Village Zoning Ordinance.
 - (iii) Section 420-48 L (1) related to setbacks to parking areas (which includes parking spaces, maneuvering lanes and fire lanes be amended to read as follows:
 - (1) Parking areas shall meet the following minimum setbacks:
 - (a) 9 feet from all adjoining street rights-of-way;
 - (b) 25 feet from property lines abutting adjacent residential property lines.
 - (iv) Section 420-57 H (2) related to roofing materials shall be amended to read as follows:
 - (2) Roofing materials that are visible to the public shall be constructed of the following materials; provided, however, that all roof material colors shall be complementary to the exterior wall materials and that asphalt, slate, metal or copper roofs shall not be painted or stained (except that factory finishes on metal roofs shall be acceptable):
 - [1] Asphalt architectural grade shingles with high texture.
 - [2] Slate.
 - [3] Cedar shakes.
 - [4] Standing seam metal roofing.
 - [5] Copper or anodized aluminum on architectural features.

e. Amendments

- (i) The PUD regulations for the DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this 19th day of May 2014.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

ATTEST:

Jane M. Romanowski
Village Clerk

Posted: _____

14- village campus pud



Filed 4/8 20 14 Published 4/28 20 14
Public Hearing 5/12 2014 5/5 20 14
Fee Paid N/A 20 Approved _____ 20
Notices Mailed 4/21 20 Denied _____ 20

**VILLAGE OF PLEASANT PRAIRIE
CONCEPTUAL PLAN APPLICATION**

1. Development Name: Village Hall Area Campus
2. General Location of Development: SE Quadrant of 39th Ave & Springbrook Rd.
3. Tax Parcel Number(s): 92-4-122-243-0020 & 92-4-122-243-0025
4. Number of Lots: 1 Number of Outlots: 0
5. Size of Development: 8.19 acres.
6. The Development is proposed to be constructed in Phases: Yes No
7. The Development abuts or adjoins a State Trunk Highway: Yes No
8. The Development abuts or adjoins a County Trunk Highway or a Kenosha County Park or the Kenosha County Bike Trail: Yes No
9. The following number and types of plans shall be submitted with this application:
 - 10 full size sets of Conceptual Plan
 - 1 copy of the Conceptual Plan reduced to 11" by 17"
 - Conceptual Plan application fee
 - 10 sets of Conceptual Engineering Plan
 - Phasing Plan, if applicable
 - Draft of Declarations, Covenant, Restrictions and any Easement Documents
 - Any other information as specified by the Village

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

PROPERTY OWNER:

Print Name: Village of Pleasant Prairie

Signature: [Handwritten Signature]

Address: 9915 39th Avenue

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

Phone: 262-925-6721

Fax: 262-694-4734

Date: 4/8/14

OWNER'S AGENT:

Print Name: _____

Signature: _____

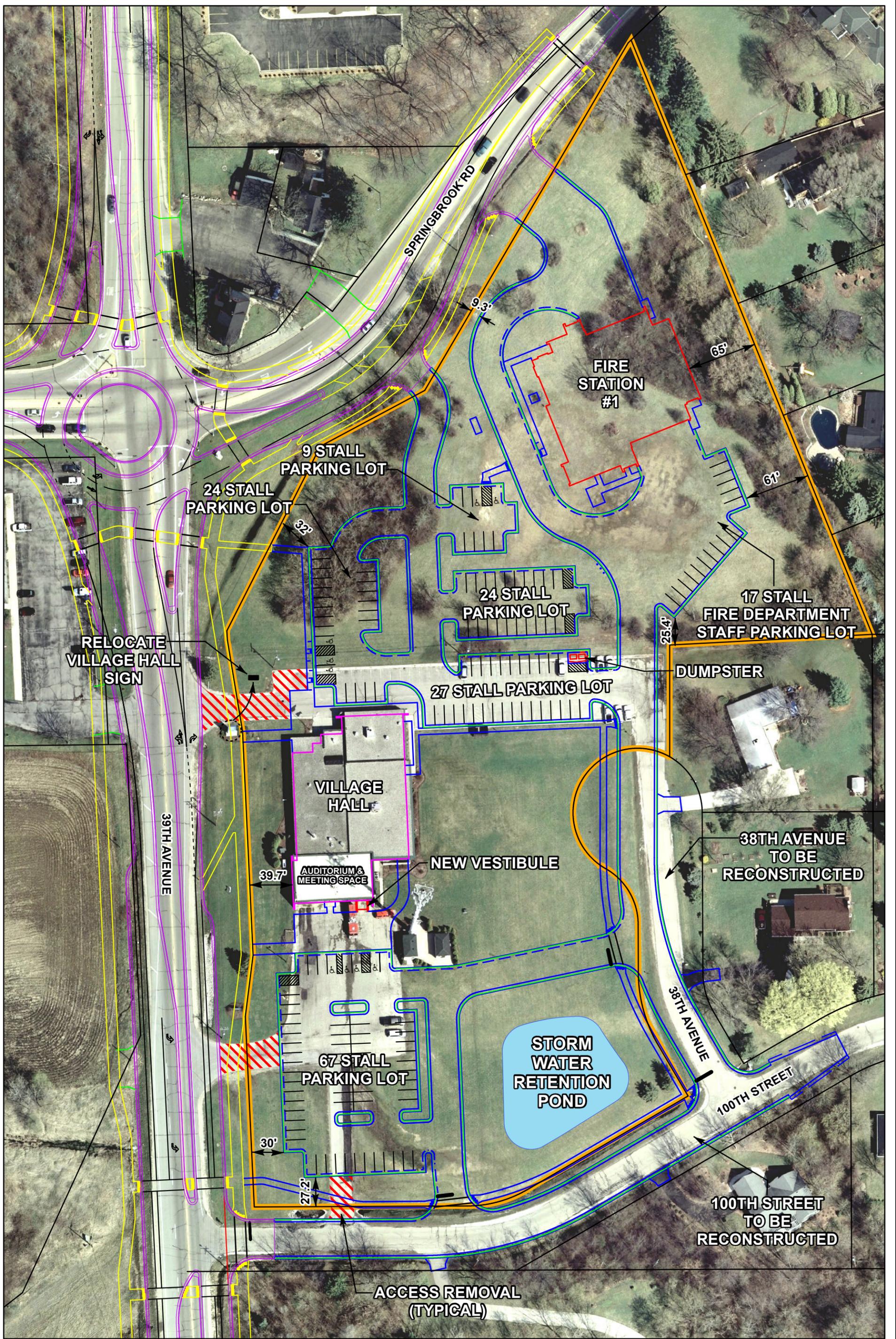
Address: _____

(City) (State) (Zip)

Phone: _____

Fax: _____

Date: _____



This GAI GIS map contains information including but not limited to Kenosha County. This data is subject to constant change. GAI makes no warranties or guarantees, either expressed or implied, as to the accuracy or correctness of this data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained herein.

4/9/2014 R:\LKG\Maping\PL\Private\Projects\R12_007_100_39th_Ave_Reconstruction\GIS\VG_Hall_Design.mxd

Village Hall Site Improvements and Fire Station #1

**Conceptual Plan
Layout Overview - 4/9/14**





Filed 4/8 2014 Published 4/28 2014
 Public Hearing 5/12 2014 5/5 2014
 Fee Paid N/A 2014 Approved 2014
 Notices Mailed 4/21 2014 Denied 2014

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
 ZONING MAP AND TEXT AMENDMENT APPLICATION**

To: Village Plan Commission & Village Board of Trustees of the Village of Pleasant Prairie:

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

It is petitioned that the following described property be rezoned from the present B-2 (UHO) District(s) to I-1 (PUD) District(s). The property petitioned to be rezoned is located at: 9915 39th Ave. & New FS #1 and is legally described as follows: SE Quadrant of 39th Avenue & Springbrook Road (see CSM).

Tax Parcel Number(s): 92-4-122-243-0020 & 92-4-122-243-0025

The proposed use for this property is: Existing Village Hall and new Fire & Rescue Station #1.

Petitioner's interest in the requested rezoning: To place new FS#1 into compliant I-1 District
 Compatibility with adjacent land uses:

I (We) are also requesting a Zoning Text Amendment to amend Section Appendix C of the Village Zoning Ordinance. Specific Development Plans

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

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

PROPERTY OWNER:

Print Name: Village of Pleasant Prairie
 Signature: [Handwritten Signature]
 Address: 9915 39th Avenue
Pleasant Prairie WI 53158
 (City) (State) (Zip)
 Phone: 262-925-6721
 Fax: 262-694-4734
 Email: mpollocoff@plprairiewi.com
 Date 4/8/14

OWNER'S AGENT:

Print Name:
 Signature:
 Address:

 (City) (State) (Zip)
 Phone:
 Fax:
 Email:
 Date:

Niagara

Development Agreement
will be forthcoming as
soon as it is received
from Developer.



To: Michael Pollocoff, Village Administrator; and Members of the Village Board

From: Doug McElmury, Chief

CC: Jane Romanowski, Village Clerk

Date: May 13, 2014

Re: Fire Radio Repeater Project

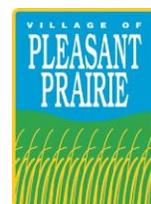
The Fire & Rescue Department was budgeted \$71,000 in 2012 to secure a new pair of radio frequencies and construct a repeated radio frequency system similar to the system that has been in use by our Police Department for many years. Unfortunately, the vendor was unable to supply the system as quoted. We have been granted licensure for two new frequencies by the FCC and are prepared to move forward with the project at this time. The scope of the project includes piggybacking on the existing Police Department radio infrastructure and assuring that the Kenosha City/County Joint Services 911 Dispatch Center can dispatch and communicate with our units. This builds in a level of redundancy and the ability to continue to use the Emergency Medical Dispatch services currently provided to us by Joint Services.

The Fire & Rescue Department currently operates on the Kenosha County fire radio frequency. This is an overcrowded simplex radio frequency shared by 11 agencies. A simplex frequency is where one frequency is used for both transmitting and receiving voice communication. The primary disadvantage is the limited range of the portable and mobile radios. A repeated (also known as duplex) radio system transmits on one frequency that is received at multiple sites throughout the Village and is then rebroadcast on another frequency from the transmitter located at the Prange Center. This allows radio traffic from portable and mobile radios to be heard by all of our personnel and dispatchers at both dispatch centers.

This type of system has been used successfully by our Police Department for many years. This technology also allows us to have businesses install "in building repeaters" to allow us to communicate in our large buildings. Our own frequency has the advantage of a dedicated radio channel for Pleasant Prairie units to communicate without interference from the other 11 agencies on the County Fire channel.

The budget amount of \$71,000 has been carried over and we are recommending transferring \$4,919.29 from our Self Contained Breathing Apparatus Budget to cover the \$75,919.29 cost of the program. The cost of securing our two radio frequencies from the FCC was \$1,115 and has already been paid but is included in the totals listed above.

Recommendation: Complete the Fire Radio Repeater project for a total cost of \$75,919.29.





TO: Chief Doug McElmury
FROM: Deputy Chief Roepke
DATE: May 12, 2014
RE: Fire Radio Repeater Project

Chief,

Please find attached information and cost regarding the fire radio repeater project.

This project which was initiated in 2012 will provide the fire department a VHF radio infrastructure similar to that of the police department. Additionally, it will provide seamless integration with Kenosha Joint Services 911 center and their systems allowing us to continue to operate with minimal procedural changes.

Transitioning to the new system will require reprogramming of all fire department radio equipment and Village partner agencies such as PD, to which we have the ability to perform in-house. County and neighboring mutual-aid agencies have or will be notified of the intent to change as well operational changes they will need to communicate with our fire agency.

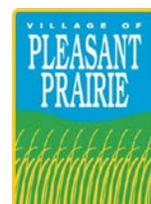
Once equipment is approved for acquisition, a more accurate timeline will be available, however it is anticipated that the system will be operational by mid-August 2014.

It should be noted that the frequency coordination has already been completed/invoiced.

Please find on the following page a break-down of costs for equipment and/or services.

Subsequent content outlines system details and vendor quotes.

Should there be any clarifications or questions, please let me know.



FCC LICENSE COORDINATION (Frequency allocation)	1,115.00
REPEATER & SITES EQUIPMENT & INSTALLATION	65,550.00
Prange Center - Main Repeater Site	27,500.00
Radisson Satellite Receiver Site	10,750.00
St Catherine’s Satellite Receiver Site	10,750.00
Village Hall Satellite Receiver Site	10,750.00
165 and 32 Satellite Receiver Site	5,800.00
Joint Services 911 Radio Equipment & Installation	6,854.30
Installation & Antenna cabling	4,338.05
Radio Control Station - WCAS Contract	2,516.25
Station Alerting Receivers - Each Station & Software	1,615.00
Zetron Tone Encoder - Station #1	784.99
<hr/>	
Total	75,919.29
Amount Budgeted	71,000.00
Amount utilized from SCBA Capitol	4,919.29



Overview

The Village of Pleasant Prairie Fire & Rescue Department intends to pursue a repeated radio frequency. This infrastructure is to be similar to what is currently in place for the Village Police Department.

Current Environment

1. The fire department (FD) currently utilizes a simplex VHF channel (154.250) which is shared among several Kenosha County Fire & EMS services.
2. The fire department has capable portable and mobile radio equipment to transition to the desired system and has the ability to re-program this equipment in-house.
3. The fire department has no frequency pairs reserved or identified.
4. The fire department is dispatched from Kenosha County 911 Center as well as the existing Pleasant Prairie dispatch center (PPDC).
5. It is anticipated that Kenosha County 911 will not add the ability to use the new system. It is understood that operational changes will likely be necessary. Suggestions and options are welcome to address potential solutions, both operationally and through the use of available technology.
6. Currently, the following antennas/channels exist on the Prange Center tower location:
 - Village PD (154.875)
 - County Fire (154.250)
 - Pleasant Prairie Public Works (154.085)
 - MABAS / IFERN Mutual aid (154.265)

New Environment Requirements

1. The new radio environment for the fire department should shadow the existing Police (PD) infrastructure including the latest receive site proposed for Sheridan Rd and Hwy 165. Discuss options for implementing in a phased approach.
2. New or updated improvements in equipment and/or capabilities since the PD implementation should be brought forward and discussed as to their value to the FD project prior to any quotes or implementation.
3. The PPDC must maintain the ability to receive and transmit on Kenosha County Fire frequency as in the current environment.
4. The FD would like to maintain the ability for the PPDC to receive and transmit on the MABAS Mutual Aid frequency.
5. Have the ability to record radio traffic on the new radio system similar to that of the PD & FD channels.
6. Have the ability to simulcast on the new system to Kenosha County Fire and the reverse.
7. Construct in such a manner that future back-haul methods from the receive sites are reasonably configurable to accommodate different technologies.
8. Review in advance, the existing PD infrastructure. Identifying sites, components, ongoing costs, and potential deficits identified over the life of the existing PD system to date. Discuss the ability to expand the overall system after FD systems are added. (i.e.: adding additional sites).

9. Discuss the ability to expand to additional frequencies (ie: Public Works) utilizing existing sites and equipment. Identify level of effort and additional equipment required. Note: this is not in scope of the current effort.

Services to be provided

The Fire department is looking for a vendor or *Value-Add Reseller* (VAR) to provide predominately a turn-key solution including the following services:

1. Frequency allocation
2. Licensing
3. Equipment
4. Installation
5. Configuration and testing
6. Necessary console changes/modifications
7. Other items & services as discussed and agreed upon

A primary contact shall be provided that has working knowledge of the project and authorization to act on behalf of the vendor.

Timeline

The vendor shall provide timelines as to when the project or components of the project will be completed.

Delays due to weather, equipment allocation or services will be identified to the fire department's contact as soon as they are discovered or known. The vendor's contact should be prepared to offer solutions and alternatives to mitigate the delay or concern.

Proposal Submitted

The vendor will submit a proposal/quote for the above project/effort. The quote shall itemize the cost by key elements of the project. (i.e.: Equipment required, cost by site, licensing & allocation). The proposal should highlight critical paths or elements and phased implementation options.

Contacts

Communication regarding this effort should be directed to the following persons:

Project contact

Craig Roepke Deputy Chief – Fire & Rescue
8044-88th Avenue
Pleasant Prairie, WI 53158
262.694.8027

croepke@plprairiewi.com

Systems coordinator

David Mogensen Deputy Chief of Police
8600 Green Bay Rd
Pleasant Prairie, WI 53158
262.694.7105

dmogensen@plprairiewi.com



April 3, 2014

Village of Pleasant Prairie
8044 88th Avenue
Pleasant Prairie, WI 53158
Attn: Craig Roepke

Quote for Voted VHF Fire Repeater System

Main Repeater Site

Reprogram existing Harris VHF MASTR III base station for voted repeated analog operation. Install new VHF duplexer (154.3475/158.7525). Install new analog voter with six voter cards (includes one spare card), add additional transmit/receive module to both dispatch positions for new fire repeater channel. Install Kenwood radio for county fire operation (151.235). WSCA pricing on radio equipment.

WSCA pricing \$ 27,500.00

St Catherine's Satellite Receiver Site

Install Harris MASTR III VHF analog voter receiver and connect to existing VHF PD receiver antenna. Includes 37" locking cabinet and battery backup to provide 24 hours runtime. Includes moving PD receiver into locking cabinet. WSCA pricing on radio equipment.

WSCA pricing \$ 10,750.00

Village Hall Satellite Receiver Site

Install Harris MASTR III VHF analog voter receiver and connect to existing VHF PD receiver antenna. Includes 37" locking cabinet and battery backup to provide 24 hours runtime. Includes moving PD receiver into locking cabinet. WSCA pricing on radio equipment.

WSCA pricing \$ 10,750.00



Radisson Satellite Receiver Site

Install Harris MASTR III VHF analog voter receiver and connect to existing VHF PD receiver antenna. Includes 37" locking cabinet and battery backup to provide 24 hours runtime. Includes moving PD receiver into locking cabinet. WSCA pricing on radio equipment.

WSCA pricing \$ 10,750.00

165 and 32 Satellite Receiver Site

Install Harris MASTR III VHF analog receiver cards to police voter receiver cage and connect to existing VHF PD receiver antenna. Police equipment included battery back-up. WSCA pricing on radio equipment.

WSCA pricing \$ 5,800.00

Customer to provide the following:

- Voice grade analog RT circuit within 6 feet of receiver back to police department demark
- 120 VAC outlet within 6 feet of receiver location
- Floor space for 37" equipment cabinet and backup battery
- All necessary permits and letters of authorization
- All work to be completed during normal work hours 7:00 – 5:00
- Doesn't include antennas or coax, assumes reusing existing antenna systems

General Communications is not responsible for any outside interference

Quote valid for 30 days

If you have any questions please e-mail jon.eckert@gencomm.com or call 262-439-2125.

Sincerely,

Jon Eckert

Jon Eckert

General Communications, Inc.

Madison
2880 Commerce Park Dr.
Madison, WI 53719
(608) 271-4848 / (800) 356-3200

Milwaukee
N57 W13466 Reichert Avenue
Menomonee Falls, WI 53051
(262) 439-2000 / (800) 546-9468

www.gencomm.com



Qty	Model	Description	Unit Price	Extended Price
			Subtotal Tax Total	

Quotation valid for 30 days.

Madison

1000 Wisconsin Drive
Madison, WI 53719
(608)271-4848 / (800)356-3200

Milwaukee

N57 W13466 Reichert Avenue
Menomonee Falls, WI 53051
(262)439-2000 / (800)546-9468



serious mobility
when it matters most

Dave Feiler
11408 W. Lincoln Avenue
West Allis, WI 53227
D: 414-546-7625
C: 262-989-1310
dfeiler@baycominc.com

Pleasant Prairie Fire Department
Craig Roepke

SUBJECT: Control Station / KCCJS / PPF

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	M25KSS9PW1AN / APX 6500 Radio	\$1,424.25	\$1,424.25
1	G241 / Astro Ready - Analog	\$0.00	\$0.00
1	G48 / Conventional Operation	\$375.00	\$375.00
1	QA01749 / Advanced System Key - sftwr	\$0.00	\$0.00
1	G444 / O2 Control Head Sftwr	\$0.00	\$0.00
1	GA00804 / O2 Control Head	\$369.00	\$369.00
1	G66 / Dash Mount Configuration	\$93.75	\$93.75
1	G89 / No Antenna Required	\$0.00	\$0.00
1	G142 / No Speaker Required	\$0.00	\$0.00
1	G91 / Control Station Power Supply and Cabling	\$201.75	\$201.75
1	W665 / Base Station Operation	\$52.50	\$52.50
1	Motorola Promotion - Available until May 30, 2014	-\$500.00	
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Prices reflect WCA Services Contract # 11-16200/CB. Please follow WCA Instructions when creating P.O.	EQUIPMENT COST:	\$2,516.25
	SHIPPING:	\$0.00
	INSTALLATION:	
	PURCHASE PRICE:	\$2,516.25

Payment With Order: NET 10 Days
Quotation Good for 30 Days.

Approved By:
Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms
All of the information listed on this proposal is confidential and proprietary information.
**If You Have Any Questions Please Contact Dave Feiler at 262-989-1310
or 414-546-7625**

Contact Name: David Wilkinson, Lieutenant
Customer: Pleasant Prairie Fire & Rescue Department
Address: 8044 88th AV
City: Pleasant Prairie **State:** WI
Country: Kenosha
Office Phone: (262) 694-8027

Zip: 53158
email: dwilkinson@plprairiewi.com
Cell:

Quotation No.: ANS
42214093933
Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below.
 Delivery schedule cannot be established until radio information is supplied, if applicable.

April 22, 2014

Item No.	Qty.	Federal Model/ Part No.	Description	Weight	Kg Weight	Ttl Weight Lbs	Total Weight Kg	Unit Price	Total	
Informer										
1	2	I-HIO	Desk / wall mount receiver, 150-174 MHz VHF Band					\$1,286.00	\$1,286.00	
2	1	I-SW	Informer Software Program					\$293.00	\$293.00	
3	1									
4	1									
5	1		Shipping						\$36.00	
6	1									
Total Weight:								-	-	Total: \$1,615.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Delivery: 8-10 Weeks
Freight Terms: FOB - University Park, IL (Factory)
Terms: Equipment - Net 30 Days upon Shipment
 Services - Net 30 Days, as completed

Proposed By: Tom Cypert, ISO
Company: Federal Signal Corporation
Address: 2645 Federal Signal Drive
City,State, Zip: University Park, IL 60484
Country: USA
Work Phone: 262-293-3279
Fax: tom@fwssolutions.com
Approved By: Tom Cypert ISO CERT

Tom Cypert
 Signature:

Purchase order MUST be made out to:
Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Accepted By: _____
 Signature: _____ Date: _____

 Title:



Quotation

Name/Company PLEASANT PRAIRIE FD

Date 5-12-2014

Address

Prepared By MIKE STEPANEK

City/State/Zip

Phone Number 815-299-2755

Phone Number

Email Address mike.stepanek@gencomm.com

Subject ZETRON ENCODER

Qty	Model	Description	Unit Price	Extended Price
1	905-0141	MODEL 15 MULTI-FORMAT ENCODER	\$784.99	\$784.99
			Subtotal	\$784.99
			Tax	
			Total	\$784.99

Quotation valid for 30 days.

Comments

Madison

2880 Commerce Park Drive
 Madison, WI 53719
 (608)271-4848 / (800)356-3200

Milwaukee

N57 W13466 Reichert Avenue
 Menomonee Falls, WI 53051
 (262)439-2000 / (800)546-9468

Purchase Order

Fiscal Year 2014

Page 1 of 2



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

Purchase Order # **1401428-00**

B I L L T O

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

V E N D O R

GENERAL COMMUNICATIONS INC
2880 COMMERCE PARK DR
MADISON WI 53719

S H I P T O

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
608-310-7118		608-661-2935		2839		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/08/2014	996					Fire and Rescue	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	Fire Radio Repeater Equip Aqui						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Remember to give PO# when ordering.						
1	Main Repeater Site - Prange Tower - See notes Reprogram existing Harris VHF MASTR III base station for voted repeated analog operation. Install new VHF duplexer (154.3475/158.7525). Install new analog voter with six voter cards (includes one spare card), add additional transmit/receive module to both dispatch positions for new fire repeater channel. Install Kenwood radio for county fire operation (151.235). WSCA pricing on radio equipment. 40572210 - 500810			1.0	Each	\$27,500.00	\$27,500.00
2	St Catherine AEs Satellite Receiver Site - See Notes Install Harris MASTR III VHF analog voter receiver and connect to existing VHF PD receiver antenna. Includes 37 ö locking cabinet and battery backup to provide 24 hours runtime. Includes moving PD receiver into locking cabinet. WSCA pricing on radio equipment. 40572210 - 500810			1.0	Each	\$10,750.00	\$10,750.00
3	Village Hall Satellite Receiver Site - See Notes Install Harris MASTR III VHF analog voter receiver and connect to existing VHF PD receiver antenna. Includes 37 ö locking cabinet and battery backup to provide 24 hours runtime. Includes moving PD receiver into locking cabinet. WSCA pricing on radio equipment. 40572210 - 500810			1.0	Each	\$10,750.00	\$10,750.00
4	Radisson Satellite Receiver Site - See Notes Install Harris MASTR III VHF analog voter receiver and connect to existing VHF PD receiver antenna. Includes 37 ö locking cabinet and battery backup to provide 24 hours runtime.			1.0	Each	\$10,750.00	\$10,750.00

By *Michael Deery*
Village Administrator

PO Total **CONTINUED**

Purchase Order

Fiscal Year 2014 Page 2 of 2



THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **1401428-00**

B I L L T O
 VILLAGE OF PLEASANT PRAIRIE
 9915 39TH AVENUE
 PLEASANT PRAIRIE, WI 53158
 262-694-1400

V E N D O R
 GENERAL COMMUNICATIONS INC
 2880 COMMERCE PARK DR
 MADISON WI 53719

S H I P T O
 Village of PI Pr - Prange
 8600 Green Bay Rd
 Pleasant Prairie WI 53158

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
608-310-7118		608-661-2935		2839		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/08/2014	996				Fire and Rescue		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	Includes moving PD receiver into locking cabinet. WSCA pricing on radio equipment. 40572210 - 500810						\$10,750.00
5	165 and 32 Satellite Receiver Site - See Notes Install Harris MASTR III VHF analog receiver cards to police voter receiver cage and connect to existing VHF PD receiver antenna. Police equipment included battery back‐up. WSCA pricing on radio equipment. 40572210 - 500810			1.0	Each	\$5,800.000	\$5,800.00

By *Michael Deery*
 Village Administrator

PO Total **\$65,550.00**

VILLAGE OF PLEASANT PRAIRIE

Pleasant Prairie, WI 53158

Conditions Governing this Purchase Order

ENTIRE AGREEMENT

Furnishing of items and fulfillment of services by the supplier under this purchase order constitutes an agreement to the **Village of Pleasant Prairie Standard Terms and Conditions (STC)** and all applicable terms and conditions as specified in any Request for Bid, Quotation or Proposal and the Conditions of Purchase on this form. The STC shall apply to this purchase order except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Further, the purchase order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Village of Pleasant Prairie. If this Purchase Order is attached to, cross-referenced in, or issued in conjunction with a Village of Pleasant Prairie contract, and there is a conflict in language between this Purchase Order and the Contract, the language of the Contract shall control.

F.O.B. DESTINATION

Unless indicated otherwise elsewhere in the order, the supplier shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the Village of Pleasant Prairie's ship to address.

INVOICING INFORMATION

a. Send invoices directly to Accounts Payable:

Village of Pleasant Prairie Finance Dept.

9915 39th Avenue

Pleasant Prairie, WI 53158

b. Do not send invoices to the SHIP-TO address unless the SHIP-TO address is the same as noted above in "a."

c. Reference the Purchase Order number on all invoices.

d. Show discounts for early payment as a reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

e. The Village of Pleasant Prairie will pay properly submitted invoices within thirty (30) days of receipt, for completed and accepted deliveries of specified services and/or goods, unless the supplier or contractor is notified by the Village of Pleasant Prairie of a dispute.

APPLICABLE LAW

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

INDEMNIFICATION

The supplier or contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the Village of Pleasant Prairie, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village of Pleasant Prairie or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from a supplier, contractor and/or subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by negligent acts of the Village of Pleasant Prairie, its officers, officials, agents or its employees.

ITEMS OF PURCHASE

a. All materials, supplies, and equipment received are subject to inspection and acceptance by Village of Pleasant Prairie.

b. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with the Village department of purchase for instructions. The Village of Pleasant Prairie reserves the right to reject and return at shipper's expense any and all materials or supplies delivered which do not conform to our description or specifications.

c. The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the department of purchase. Before final acceptance by the department of purchase, all matters of dispute must be adjusted to the mutual satisfaction of the Village of Pleasant Prairie and the supplier.

d. If there is any part of this order you cannot fill promptly or within the time specified, notify the department of purchase at once. In case of unreasonable delay in delivery or delivery of goods or services are inferior to those specified, or in case of any other default of the vendor, the department of purchase shall have the right, at its option, to cancel this order in whole or in part, and the Village of Pleasant Prairie may procure the goods, or services from other sources.

e. All items delivered on this purchase order are to be new, unless otherwise specified.

NONDISCRIMINATION

In the performance of the services under this agreement, the supplier or contractor agrees not to discriminate against any employee, applicant or subcontractor who offers to subcontract on this contract because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

EXCISE AND SALES TAXES

The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal government. Such taxes, if included, must be deducted by the supplier or contractor when submitting claim for payment.

Purchase Order

Fiscal Year 2014

Page 1 of 1



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

Purchase Order # **1401423-00**

B I L L T O

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

V E N D O R

BAYCOM INC
2040 RADISSON STREET
GREEN BAY WI 54302

S H I P T O

Village of Pl Pr - Fire Dept 2
8044 88th Avenue
Pleasant Prairie WI 53158

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
				2932		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/08/2014	220					Fire and Rescue	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	Fire Radio Repeater: 911 Ctr P						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Remember to give PO# when ordering.						
1	Radio Antenna, mast, cable, and Installation - See quote for details			1.0	Each	\$4,338.050	\$4,338.05

By *Michael Deery*
Village Administrator

PO Total	\$4,338.05
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VILLAGE OF PLEASANT PRAIRIE

Pleasant Prairie, WI 53158

Conditions Governing this Purchase Order

ENTIRE AGREEMENT

Furnishing of items and fulfillment of services by the supplier under this purchase order constitutes an agreement to the **Village of Pleasant Prairie Standard Terms and Conditions (STC)** and all applicable terms and conditions as specified in any Request for Bid, Quotation or Proposal and the Conditions of Purchase on this form. The STC shall apply to this purchase order except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Further, the purchase order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Village of Pleasant Prairie. If this Purchase Order is attached to, cross-referenced in, or issued in conjunction with a Village of Pleasant Prairie contract, and there is a conflict in language between this Purchase Order and the Contract, the language of the Contract shall control.

F.O.B. DESTINATION

Unless indicated otherwise elsewhere in the order, the supplier shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the Village of Pleasant Prairie's ship to address.

INVOICING INFORMATION

a. Send invoices directly to Accounts Payable:

Village of Pleasant Prairie Finance Dept.

9915 39th Avenue

Pleasant Prairie, WI 53158

b. Do not send invoices to the SHIP-TO address unless the SHIP-TO address is the same as noted above in "a."

c. Reference the Purchase Order number on all invoices.

d. Show discounts for early payment as a reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

e. The Village of Pleasant Prairie will pay properly submitted invoices within thirty (30) days of receipt, for completed and accepted deliveries of specified services and/or goods, unless the supplier or contractor is notified by the Village of Pleasant Prairie of a dispute.

APPLICABLE LAW

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

INDEMNIFICATION

The supplier or contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the Village of Pleasant Prairie, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village of Pleasant Prairie or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from a supplier, contractor and/or subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by negligent acts of the Village of Pleasant Prairie, its officers, officials, agents or its employees.

ITEMS OF PURCHASE

a. All materials, supplies, and equipment received are subject to inspection and acceptance by Village of Pleasant Prairie.

b. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with the Village department of purchase for instructions. The Village of Pleasant Prairie reserves the right to reject and return at shipper's expense any and all materials or supplies delivered which do not conform to our description or specifications.

c. The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the department of purchase. Before final acceptance by the department of purchase, all matters of dispute must be adjusted to the mutual satisfaction of the Village of Pleasant Prairie and the supplier.

d. If there is any part of this order you cannot fill promptly or within the time specified, notify the department of purchase at once. In case of unreasonable delay in delivery or delivery of goods or services are inferior to those specified, or in case of any other default of the vendor, the department of purchase shall have the right, at its option, to cancel this order in whole or in part, and the Village of Pleasant Prairie may procure the goods, or services from other sources.

e. All items delivered on this purchase order are to be new, unless otherwise specified.

NONDISCRIMINATION

In the performance of the services under this agreement, the supplier or contractor agrees not to discriminate against any employee, applicant or subcontractor who offers to subcontract on this contract because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

EXCISE AND SALES TAXES

The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal government. Such taxes, if included, must be deducted by the supplier or contractor when submitting claim for payment.

Purchase Order

Fiscal Year 2014

Page 1 of 1



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

Purchase Order # **1401436-00**

B I L L T O

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

V E N D O R

Motorola
1301 E. Algonquin Road
Schaumburg IL 61096

S H I P T O

Village of Pl Pr - Fire Dept 2
8044 88th Avenue
Pleasant Prairie WI 53158

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
				2930		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/08/2014	3661				Fire and Rescue		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	Fire Radio Repeater: 911 Ctr E The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Motorola APX6500 radio and related accessories - See quote			1.0	Each	\$2,516.250	\$2,516.25

By *Michael Deery*
Village Administrator

PO Total **\$2,516.25**

VILLAGE OF PLEASANT PRAIRIE

Pleasant Prairie, WI 53158

Conditions Governing this Purchase Order

ENTIRE AGREEMENT

Furnishing of items and fulfillment of services by the supplier under this purchase order constitutes an agreement to the **Village of Pleasant Prairie Standard Terms and Conditions (STC)** and all applicable terms and conditions as specified in any Request for Bid, Quotation or Proposal and the Conditions of Purchase on this form. The STC shall apply to this purchase order except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Further, the purchase order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Village of Pleasant Prairie. If this Purchase Order is attached to, cross-referenced in, or issued in conjunction with a Village of Pleasant Prairie contract, and there is a conflict in language between this Purchase Order and the Contract, the language of the Contract shall control.

F.O.B. DESTINATION

Unless indicated otherwise elsewhere in the order, the supplier shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the Village of Pleasant Prairie's ship to address.

INVOICING INFORMATION

a. Send invoices directly to Accounts Payable:

Village of Pleasant Prairie Finance Dept.

9915 39th Avenue

Pleasant Prairie, WI 53158

b. Do not send invoices to the SHIP-TO address unless the SHIP-TO address is the same as noted above in "a."

c. Reference the Purchase Order number on all invoices.

d. Show discounts for early payment as a reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

e. The Village of Pleasant Prairie will pay properly submitted invoices within thirty (30) days of receipt, for completed and accepted deliveries of specified services and/or goods, unless the supplier or contractor is notified by the Village of Pleasant Prairie of a dispute.

APPLICABLE LAW

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

INDEMNIFICATION

The supplier or contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the Village of Pleasant Prairie, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village of Pleasant Prairie or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from a supplier, contractor and/or subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by negligent acts of the Village of Pleasant Prairie, its officers, officials, agents or its employees.

ITEMS OF PURCHASE

a. All materials, supplies, and equipment received are subject to inspection and acceptance by Village of Pleasant Prairie.

b. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with the Village department of purchase for instructions. The Village of Pleasant Prairie reserves the right to reject and return at shipper's expense any and all materials or supplies delivered which do not conform to our description or specifications.

c. The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the department of purchase. Before final acceptance by the department of purchase, all matters of dispute must be adjusted to the mutual satisfaction of the Village of Pleasant Prairie and the supplier.

d. If there is any part of this order you cannot fill promptly or within the time specified, notify the department of purchase at once. In case of unreasonable delay in delivery or delivery of goods or services are inferior to those specified, or in case of any other default of the vendor, the department of purchase shall have the right, at its option, to cancel this order in whole or in part, and the Village of Pleasant Prairie may procure the goods, or services from other sources.

e. All items delivered on this purchase order are to be new, unless otherwise specified.

NONDISCRIMINATION

In the performance of the services under this agreement, the supplier or contractor agrees not to discriminate against any employee, applicant or subcontractor who offers to subcontract on this contract because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

EXCISE AND SALES TAXES

The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal government. Such taxes, if included, must be deducted by the supplier or contractor when submitting claim for payment.

Purchase Order

Fiscal Year 2014

Page 1 of 1



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

Purchase Order # **1401354-00**

B I L L T O

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

V E N D O R

Federal Signal Corporation
 2645 Federal Signal Drive
 University Park IL 60484

S H I P T O

Village of PI Pr - Fire Dept 2
 8044 88th Avenue
 Pleasant Prairie WI 53158

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
262-293-3279				2845		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/01/2014	3657				Fire and Rescue		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	Fire Radio Repeater - Station						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Remember to give PO# when ordering.						
1	Informer Radio Model I-HIO, 150-174 Mhz used for Station Alerting >> 2-Units << quoted as single price 40572210 - 500810			1.0	Each	\$1,286.000	\$1,286.00
2	Informer Software Program, Model I-SW 40572210 - 500810			1.0	Each	\$293.000	\$293.00
3	Shipping 40572210 - 500810			1.0	Each	\$36.000	\$36.00

By Michael Deery
 Village Administrator

PO Total **\$1,615.00**

VILLAGE OF PLEASANT PRAIRIE

Pleasant Prairie, WI 53158

Conditions Governing this Purchase Order

ENTIRE AGREEMENT

Furnishing of items and fulfillment of services by the supplier under this purchase order constitutes an agreement to the **Village of Pleasant Prairie Standard Terms and Conditions (STC)** and all applicable terms and conditions as specified in any Request for Bid, Quotation or Proposal and the Conditions of Purchase on this form. The STC shall apply to this purchase order except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Further, the purchase order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Village of Pleasant Prairie. If this Purchase Order is attached to, cross-referenced in, or issued in conjunction with a Village of Pleasant Prairie contract, and there is a conflict in language between this Purchase Order and the Contract, the language of the Contract shall control.

F.O.B. DESTINATION

Unless indicated otherwise elsewhere in the order, the supplier shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the Village of Pleasant Prairie's ship to address.

INVOICING INFORMATION

a. Send invoices directly to Accounts Payable:

Village of Pleasant Prairie Finance Dept.

9915 39th Avenue

Pleasant Prairie, WI 53158

b. Do not send invoices to the SHIP-TO address unless the SHIP-TO address is the same as noted above in "a."

c. Reference the Purchase Order number on all invoices.

d. Show discounts for early payment as a reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

e. The Village of Pleasant Prairie will pay properly submitted invoices within thirty (30) days of receipt, for completed and accepted deliveries of specified services and/or goods, unless the supplier or contractor is notified by the Village of Pleasant Prairie of a dispute.

APPLICABLE LAW

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

INDEMNIFICATION

The supplier or contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the Village of Pleasant Prairie, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village of Pleasant Prairie or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from a supplier, contractor and/or subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by negligent acts of the Village of Pleasant Prairie, its officers, officials, agents or its employees.

ITEMS OF PURCHASE

a. All materials, supplies, and equipment received are subject to inspection and acceptance by Village of Pleasant Prairie.

b. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with the Village department of purchase for instructions. The Village of Pleasant Prairie reserves the right to reject and return at shipper's expense any and all materials or supplies delivered which do not conform to our description or specifications.

c. The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the department of purchase. Before final acceptance by the department of purchase, all matters of dispute must be adjusted to the mutual satisfaction of the Village of Pleasant Prairie and the supplier.

d. If there is any part of this order you cannot fill promptly or within the time specified, notify the department of purchase at once. In case of unreasonable delay in delivery or delivery of goods or services are inferior to those specified, or in case of any other default of the vendor, the department of purchase shall have the right, at its option, to cancel this order in whole or in part, and the Village of Pleasant Prairie may procure the goods, or services from other sources.

e. All items delivered on this purchase order are to be new, unless otherwise specified.

NONDISCRIMINATION

In the performance of the services under this agreement, the supplier or contractor agrees not to discriminate against any employee, applicant or subcontractor who offers to subcontract on this contract because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

EXCISE AND SALES TAXES

The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal government. Such taxes, if included, must be deducted by the supplier or contractor when submitting claim for payment.

Purchase Order

Fiscal Year 2014

Page 1 of 1



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

Purchase Order # **1401496-00**

B I L L T O

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

V E N D O R

GENERAL COMMUNICATIONS INC.
2880 COMMERCE PARK DR
MADISON WI 53719
US

S H I P T O

Village of PI Pr - Fire Dept 2
8044 88th Avenue
Pleasant Prairie WI 53158

Vendor Phone Number 6082714848		Vendor Fax Number		Requisition Number 3011		Contact Name Tracy Twigg	
Date Ordered 05/14/2014	Vendor Number 50402	Date Required	Freight Method/Terms			Department/Location Fire and Rescue	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	Fire Radio Repeater - Zetron E The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Zetron Model 15 Multi-format Encoder Model 905-0141			1.0	Each	\$784.990	\$784.99

By *Michael Deery*
Village Administrator

PO Total	\$784.99
-----------------	-----------------

VILLAGE OF PLEASANT PRAIRIE

Pleasant Prairie, WI 53158

Conditions Governing this Purchase Order

ENTIRE AGREEMENT

Furnishing of items and fulfillment of services by the supplier under this purchase order constitutes an agreement to the **Village of Pleasant Prairie Standard Terms and Conditions (STC)** and all applicable terms and conditions as specified in any Request for Bid, Quotation or Proposal and the Conditions of Purchase on this form. The STC shall apply to this purchase order except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Further, the purchase order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Village of Pleasant Prairie. If this Purchase Order is attached to, cross-referenced in, or issued in conjunction with a Village of Pleasant Prairie contract, and there is a conflict in language between this Purchase Order and the Contract, the language of the Contract shall control.

F.O.B. DESTINATION

Unless indicated otherwise elsewhere in the order, the supplier shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the Village of Pleasant Prairie's ship to address.

INVOICING INFORMATION

a. Send invoices directly to Accounts Payable:

Village of Pleasant Prairie Finance Dept.

9915 39th Avenue

Pleasant Prairie, WI 53158

b. Do not send invoices to the SHIP-TO address unless the SHIP-TO address is the same as noted above in "a."

c. Reference the Purchase Order number on all invoices.

d. Show discounts for early payment as a reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

e. The Village of Pleasant Prairie will pay properly submitted invoices within thirty (30) days of receipt, for completed and accepted deliveries of specified services and/or goods, unless the supplier or contractor is notified by the Village of Pleasant Prairie of a dispute.

APPLICABLE LAW

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

INDEMNIFICATION

The supplier or contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the Village of Pleasant Prairie, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village of Pleasant Prairie or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from a supplier, contractor and/or subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by negligent acts of the Village of Pleasant Prairie, its officers, officials, agents or its employees.

ITEMS OF PURCHASE

a. All materials, supplies, and equipment received are subject to inspection and acceptance by Village of Pleasant Prairie.

b. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with the Village department of purchase for instructions. The Village of Pleasant Prairie reserves the right to reject and return at shipper's expense any and all materials or supplies delivered which do not conform to our description or specifications.

c. The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the department of purchase. Before final acceptance by the department of purchase, all matters of dispute must be adjusted to the mutual satisfaction of the Village of Pleasant Prairie and the supplier.

d. If there is any part of this order you cannot fill promptly or within the time specified, notify the department of purchase at once. In case of unreasonable delay in delivery or delivery of goods or services are inferior to those specified, or in case of any other default of the vendor, the department of purchase shall have the right, at its option, to cancel this order in whole or in part, and the Village of Pleasant Prairie may procure the goods, or services from other sources.

e. All items delivered on this purchase order are to be new, unless otherwise specified.

NONDISCRIMINATION

In the performance of the services under this agreement, the supplier or contractor agrees not to discriminate against any employee, applicant or subcontractor who offers to subcontract on this contract because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

EXCISE AND SALES TAXES

The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal government. Such taxes, if included, must be deducted by the supplier or contractor when submitting claim for payment.

RESOLUTION #14-15

**PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE
SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH
THE CONSTRUCTION OF 250 LINEAR FEET OF SANITARY SEWER ON
SPRINGBROOK ROAD EAST FROM
STH 31**

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

1. The Governing Body hereby declares its intention to levy special assessments pursuant to Section 66.0703, Wis. Stats., upon property described in Schedule A hereto for special benefits conferred upon such property for the construction of 250 linear feet of sanitary sewer on Springbrook Road east from STH 31.
2. The Governing Body hereby determines that the construction of such improvements are in the best interest of and for the health and welfare of the Municipality and the property affected by the improvement and constitutes an exercise of the police power.
3. The assessment against any parcel may be paid in cash or in ten equal, annual installments.
4. The Clerk shall cause to be prepared a report which shall consist of:
 - A. Preliminary plans and specifications for the improvements.
 - B. An estimate of the entire cost of the proposed improvements.
 - C. A schedule of proposed assessments.
5. When the report is completed, the Clerk shall make a copy of the report available for public inspection
6. Upon completion of the report, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary

resolution and report. This notice shall be published as a Class 1 Notice and a copy shall be mailed, at least ten days before the hearing, to every interested party.

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

Passed and adopted this 19th day of May, 2014.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

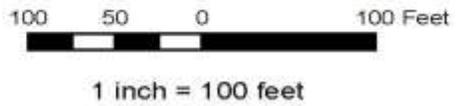
Attest:

Jane M. Romanowski, Clerk

Posted:



VILLAGE OF PLEASANT PRAIRIE
9915 39TH AVENUE
PLEASANT PRAIRIE, WI 53158



PROJECT ID:
SPRINGBROOK ROAD SANITARY EXTENSION



NOTICE TO RESIDENTS
OF
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

An open meeting of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, will be held in the Village Hall, 9915 - 39th Avenue, Pleasant Prairie, WI on Monday, May 19, 2014, at 6:00 p.m. to consider.

- A. The adoption of the preliminary resolution declaring intent to exercise special assessment police powers in connection with the construction of 250 linear feet of sanitary sewer on Springbrook Road east from STH 31, in the Village of Pleasant Prairie.
- B. Other items set forth on the agenda of said meeting which are available in the municipal offices.

Dated: May 16, 2014

Jane M. Romanowski
Village Clerk

Publish one (1) time
May 16, 2014

Anne and Jerry Rabin
6717 Springbrook Road
Pleasant Prairie, Wisconsin 53158
262-942-0332

April 22, 2014

RECEIVED

APR 22 2014

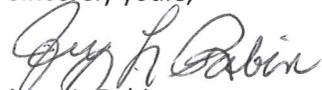
Village of
Pleasant Prairie

Jane M. Romanowski
Village Clerk
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

Dear Ms. Romanowski,

We petition the Village of Pleasant Prairie to extend sanitary sewer to our home on 6717 Springbrook Road.

Sincerely yours,



Jerry L. Rabin



Anne M. Rabin



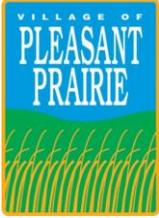
- Legend**
- Street Centerlines
 - Right-of-Ways
 - Water Features
 - - - Parcels
 - - - Certified Survey Maps
 - - - Condominiums
 - - - Subdivisions
 - Municipal Boundaries



1 inch = 239 feet

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

Date Printed: 5/1/2014



MEMO

Office of the Village Engineer
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff/Village Administrator

CC: Jane Romanowski/Village Clerk
John Steinbrink/Public Works Director

FROM: Mike Spence/Village Engineer

DATE: May 12, 2014

SUBJ: Professional Services Agreement-Clark Dietz, Inc.
Springbrook Road Sanitary Sewer Extension

The Village has received a formal request to extend sewer service to two properties with failing septic systems adjacent to Springbrook Road just east of STH 31. The Engineering Department requested a proposal from Clark Dietz, Inc. to provide survey and design services for this project.

A proposal was received from Clark Dietz, Inc. to provide these services. The scope of the project includes:

- Field survey, project design and base map preparation;
- Create plan/profile sheets;
- Preliminary and Final Drafting of sewer extension design;
- Construction staking services;
- Prepare record drawing per Village construction plan mark up and notes;
- Prepare and obtain approvals from WDNR and SEWRPC;
- Submit ROW permits for County and WisDOT.

The total fee for these services is \$8,450.00. Clark Dietz has is qualified and has successfully provided these services on other projects for the Village. I recommend that the contract be executed with Clark Dietz, Inc. to perform these services.

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

Springbrook Road Sanitary Sewer Extension

This Agreement is by and between

The Village of Pleasant Prairie (“Client”)

9915 39th Avenue
Pleasant Prairie, WI 53158

and

Clark Dietz, Inc. (“Clark Dietz”)

759 North Milwaukee Street, Suite 624
Milwaukee WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Name: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By:  _____
Mustafa Z. Emir, Ph.D., P.E.

Title: Vice - President _____

Date: May 8, 2014 _____

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Client is retaining Clark Dietz to provide design and engineering services to extend sanitary sewer service towards properties with failing septic systems along Springbrook Road.

B. Scope

Clark Dietz will perform the **Project** as described below:

Task 1

- Field survey, project design base mapping.
- Create plan / profile sheets.
- Provide full size sheets to Village for design.
- Preliminary and Final Drafting of Village design per Village plan mark up.
- Provide final plan set copies per request. (Anticipated needing 5 final plan sets)

Task 2

- Construction staking services, if needed by the Village.

Task 3

- Prepare record drawing per Village construction plan mark up and notes.

Task 4 – OPTIONAL - to be performed ONLY if directed by the Village

- Sewer extension layout and design;
- prepare and obtain approvals from WDNR and SEWRPC,
- Submit ROW permits for County and WDOT.

C. Schedule

Services will be provided according to a mutually agreed schedule as requested by the Client.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.
2. This agreement does not include the preparation of assessment rolls or schedules.
3. This agreement does not include geotechnical investigations.
4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. The Reports and Drawings for this project will be provided to Client in printed and digital format.
2. Reports will be provided in MS Office and Adobe Acrobat format.
3. Drawings will be provided (if requested by the Client) in AutoCAD format.

**PART II
CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, as-built information, design information, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Matt Fineour, PE, Assistant Village Engineer.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III
COMPENSATION**

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed **\$8,450.00** consisting of the following amounts:

- 1) **Tasks 1 through 3: \$4,850.00**
- 2) **Task 4 – Optional Services: \$3,600.00**

The Compensation shall include the following:

- (i) Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
- (ii) Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
- c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

WISCONSIN CLAUSE

In connection with the performance of work under this contract, Clark Dietz (hereinafter referred to as the "Consultant") agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 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. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

2014

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Engineer 8	180.00
Engineer 7	170.00
Engineer 6	160.00
Engineer 5	140.00
Engineer 4	125.00
Engineer 3	110.00
Engineer 1 & 2	95.00
Technician 5	120.00
Technician 4	110.00
Technician 3	95.00
Technician 2	75.00
Technician 1	65.00
Clerical	70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and sub-consultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

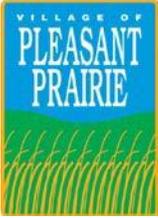
CLARK DIETZ INC.

2014

Vehicles		
Autos		\$0.51/mile
Field Vehicles		\$60.00/day or \$0.51/mile (per agreement)
Survey Van		\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment		\$20.00/hour
GPS Survey Equipment		\$30.00/hour
Nuclear Soils Compaction Gauge		\$50.00/day
CADD Usage		\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")		\$0.10/copy
Color Copies* (8.5"x11")		\$0.50/copy
Color Copies* (11"x17")		\$1.50/copy
Large Format Plotting and/or Copying*		
(12"x18")		\$0.50/sheet
(22"x34" or 24"x36")		\$1.75/sheet
(30"x42")		\$2.50/sheet
(36"x48")		\$3.00/sheet
Large Format Scanning*		
(12"x18")		\$.30/sheet
(22"x34" or 24"x36")		\$1.00/sheet
(30"x42")		\$1.50/sheet
(36"x48")		\$2.00/sheet
Hotels & Motels	}	At Cost
Meals		
Federal Express & UPS		
Public Transportation		
Film and Development Supplies		

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and sub-consultants will be billed at 110% of actual costs to cover handling and administrative expenses.



MEMO

Office of the Village Engineer
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff, Village Administrator

CC: Jane Romanowski, Village Clerk
John Steinbrink, Jr., Public Works Director

FROM: Mike Spence, Village Engineer

DATE: May 19, 2001

SUBJ: Professional Construction Engineering Inspection Services Agreement
2014 Paving Program

Proposals were received two firms to provide professional construction management/inspection services including construction oversight, record and document Contractor activities, verify and document quantities for Contractor payments and assist the Village staff in final inspections and acceptance for the 2014 Paving Program. The proposals were from GAI Consultants and Houle Enterprises. Both firms are well qualified to perform these services.

The hourly rate from Houle Enterprises was lower than that of GAI Consultants. The hours spent were expected to be the same for both firms, consequently the Houle proposal represents a lower total cost. Houle performed these services for the Village last year. Attached is the Professional Construction Engineering Services Agreement from Houle Enterprises of Oshkosh, Wisconsin to provide construction services and construction assistance as necessary including site visits, administration, and inspection during the proofrolling of roadway base material, excavations below subgrade, structure adjustments, curb and gutter replacements, driveway approaches and roadway paving operations with the preparation of associated inspection reports and measurement of installed quantities.

The scope of services is detailed in the agreement. The estimated fee for Houle Enterprises for these professional services is \$21,838.00. The fee is on an hourly basis which means we are billed for only the actual hours used.

I recommend that the contract from Houle Enterprises for these services be approved.

Professional Services/Inspections Proposal For Teaming of:



V I L L A G E O F
PLEASANT PRAIRIE

and

 Houle Enterprises

105 Washington Avenue
Suite 250

Oshkosh, WI 54901

920-979-2914 Ph.
920-744-1691 fax

Dated:

4-22-14

4-22-14

Mr. Matt Fineour, P.E.
9915-39th Ave.
Pleasant Prairie, WI 53158

Dear Mr. Fineour,

Houle Enterprises (Houle) and its project team is pleased to submit this proposal to the **Village of Pleasant Prairie** for professional engineering –Construction Engineering services associated with the administration of the **V/O Pleasant Prairie 2014 Paving Projects**.

Our services will be based on the following Project Understanding and Scope of Services.

PROJECT UNDERSTANDING

In general, the work will include providing professional construction management/inspection services to provide construction oversight, record and document contractor activities, verify and document quantities for contractor payments and assist Village staff in final inspections and acceptance.

The project consists of paving or paving related projects on the following locations:

2014 ROAD MAINTENANCE PROJECTS
Sect. 1 - 78TH Ave. Loop
Sect. 2- 102nd St & 107th St Loop
Sect. 3 - 109th St
Sect. 4 - 80th Ave.
Sect. 5-RecPlex Parking Lot - Slurry Seal
Sect. 6- 93rd St (39th Ave to Cooper Rd)
Sect. 7 104th Ave. (Prairie Ridge Blvd to Wilmot Rd)
2014 PAVING PROJECTS
Prairie Ridge Subdivision
Country Lane Subdivision
104th Ave.
57th Ave. – Water tower
86th St.
101st St. Lift Station



SCOPE OF SERVICES

Construction Inspection / Construction Related Services

1. Section 1-7: Provide full time inspection during microsurfacing and slurry seal operations.
2. Section 2014 Paving Projects: Provide full time inspection during asphalt milling, pulverizing, valve adjustments, base patching, curb and gutter repair and paving operations as necessary throughout the Village.

PROJECT COMPENSATION AND TERMS

Houle Enterprises and its project team will provide the services and deliverables aforementioned on an hourly + actual expense basis in accordance with the "Houle Enterprises Standard Rate Schedule"-attachment B. The estimate of probable cost of engineering/inspection services is **\$21,838.00** (See attachment A – "Estimate of Probable Cost Schedule" for details.)

Terms

The terms of payment for these services will be as follows:

Monthly invoices will be generated and provided to **Village of Pleasant Prairie**. All invoices are due within 30 days of the invoice date. All balances over 30 days are subject to an interest charge of 1.5% per month.

ADDITIONAL SERVICES

Any additional work not included in the scope of work for this contract may be performed for a fixed fee, or at rates determined specifically for additional work and will be charged according to the attached rate sheet. A change order document will be issued to detail work and fees at the request of the Owner.

Thank you for your consideration of Houle Enterprises and its project team. Please feel free to contact me if you have any questions or concerns. In accepting this proposal you agree to indemnify and hold Houle Enterprises harmless from any and all liability, which is due to negligence from you or any other entity other than Houle Enterprises. If this proposal is acceptable, please sign and date below where indicated, make a copy for your files, and return the original to me.

Sincerely,

Houle Enterprises, LLC

Jesse Houle, P.E.

Managing Member



ACCEPTED BY:

Village of Pleasant Prairie

Mr. John P. Steinbrink

Village President

By: _____

Date: _____

Attachments incorporated into this agreement

- Attachment A – Estimate of Probable Costs Schedule
- Attachment B – Houle Enterprises Standard Rate Schedule

(Houle Enterprises and its project team will provide the services and deliverables aforementioned on an hourly + actual expense basis in accordance with the Houle Enterprises Standard Rate Schedule, which is attached. The estimate of probable engineering cost of services is **(\$21,838.00)**)



Attachment A – Estimate of Probable Costs Schedule

Village of Pleasant Prairie-Paving Projects 2014			
Houle Enterprises - Paving 2014-Proposal			
	Hours (Estimated)	Rate	
2014 ROAD MAINTENANCE PROJECTS			
<u>Sect. 1 - 78TH Ave. Loop</u>	10	\$64.00	\$640.00
<u>Sect. 2- 102nd St & 107th St Loop</u>	14	\$64.00	\$896.00
<u>Sect. 3 - 109th St</u>	10	\$64.00	\$640.00
<u>Sect. 4 - 80th Ave.</u>	16	\$64.00	\$1,024.00
<u>Sect. 5-RecPlex Parking Lot - Slurry Seal</u>	10	\$64.00	\$640.00
<u>Sect. 6- 93rd St (39th Ave to Cooper Rd)</u>	10	\$64.00	\$640.00
<u>Sect. 7 104th Ave. (Prairie Ridge Blvd to Wilmot Rd)</u>	10	\$64.00	\$640.00
ESTIMATED PROBABLE ENGINEERING SUB-TOTAL ROAD MAINT.	80		\$5,120.00
2014 PAVING PROJECTS			
<u>Prairie Ridge Subdivision</u>	92	\$64.00	\$5,888.00
<u>Country Lane Subdivision</u>	38	\$64.00	\$2,432.00
<u>104th Ave.</u>	38	\$64.00	\$2,432.00
<u>57th Ave. – Water tower</u>	20	\$64.00	\$1,280.00
<u>86th St.</u>	38	\$64.00	\$2,432.00
<u>101st St. Lift Station</u>	6	\$64.00	\$384.00
ESTIMATED PROBABLE ENGINEERING SUB-TOTAL PAVING PROJ.	232		\$14,848.00
	Miles (Estimated)	Rate	
Estimated Direct Costs			
ESTIMATED MILEAGE**	3400	\$0.55	\$1,870.00
**ONLY 75 MILES/SITE TRIP WILL BE CHARGED TO PROJECT			
ESTIMATED PROBABLE ENGINEERING TOTAL 2014 PROJECTS		TOTAL	\$21,838.00



Attachment B – Houle Enterprises Standard Rate Schedule

STANDARD BILLING RATE SCHEDULE

January 1, 2014

STANDARD BILLING RATE

Project Engineer.....	\$125.00/hour
Senior Designer / Civil Engineer III	\$110.00/hour
Registered Land Surveyor.....	\$105.00/hour
Civil Engineer I.....	\$100.00/hour
Civil Engineer II	\$115.00/hour
Survey Crews	
Two-Man Survey Crew.....	\$120.00/hour
Civil Engineering Technician II.....	\$70.00/hour
Civil Engineering Technician I.....	\$64.00/hour
Word Processing/Office Services	\$45.00/hour

EXPENSES

Mileage.....	\$0.55/mile
Meals, lodging, air travel, telephone, supplies, postage.....	At Cost
Printing Services	
Photocopies.....	\$0.20/impression
Large Format Plots (black & white).....	\$1.00/S.F.
Large Format Plots (color).....	\$2.00/S.F.



MEMO

Office of the Village Engineer
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff/Village Administrator

CC: Jane Romanowski/Village Clerk
John Steinbrink/Public Works Director

FROM: Mike Spence/Village Engineer

DATE: May 13, 2014

SUBJ: Professional Services Agreement-Clark Dietz, Inc.
63rd Avenue Extension

The Village has received a request from a resident to provide a water main extension on 63rd Avenue. Subsequently a proposal was requested from Clark Dietz, Inc. to provide field survey and drafting services for this water main extension design to be completed by the Village's Engineering Department.

The scope of services includes:

- Field survey, project design and base map preparation;
- Legal descriptions and exhibits preparation for easements or ROW dedication area (Easement versus ROW dedication is yet to be decided);
- Construction staking services if needed by the Village;
- Prepare record drawing per Village construction plan mark up and notes.

The proposed 8 inch water main is expected to follow the same general alignment as the existing main extended. A lateral will be provided for 8330 63rd Avenue and laterals provided for the vacant land fronting the water main.

The total fee for these services is \$4,670.00. Clark Dietz has is qualified and has successfully provided these services on other projects for the Village. I recommend that the contract be executed with Clark Dietz, Inc. to perform these services.

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

63rd Avenue Watermain Extension

This Agreement is by and between

The Village of Pleasant Prairie (“Client”)

9915 39th Avenue
Pleasant Prairie, WI 53158

and

Clark Dietz, Inc. (“Clark Dietz”)

759 North Milwaukee Street, Suite 624
Milwaukee WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Name: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By:  _____
Mustafa Z. Emir, Ph.D., P.E.

Title: Vice - President

Date: May 8, 2014

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Client is retaining Clark Dietz to provide survey and drafting services to extend an 8-inch water main along 63rd Avenue. The water main is expected to follow the same general alignment as the existing mains extended. A lateral will be provided for 8330 63rd Avenue and laterals provided for the vacant land fronting the water main.

B. Scope

Clark Dietz will perform the **Project** as described below:

Task 1

- Field survey, project design base mapping.
- Create plan / profile sheets.
- Provide full size sheets to Village for design.
- Preliminary and Final Drafting of Village design per Village plan mark up.
- Provide final plan set copies per request. (Anticipated needing 5 final plan sets)

Task 2

- Draft legal exhibit and description for Easement or ROW dedication area. (Easement versus ROW dedication is yet to be decided).
- The easement/ROW area is along the vacant parcel starting just south of the water main connection were the existing ROW jogs out to the south property line of the vacant parcel.
- Easement or ROW dedication language / document will be done by the Village.

Task 3

- Construction staking services, if needed by the Village.

Task 4

- Prepare record drawing per Village construction plan mark up and notes.

C. Schedule

Services will be provided according to a mutually agreed schedule as requested by the Client.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.
2. This agreement does not include the preparation of assessment rolls or schedules.
3. This agreement does not include geotechnical investigations.

4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. The Reports and Drawings for this project will be provided to Client in printed and digital format.
2. Reports will be provided in MS Office and Adobe Acrobat format.
3. Drawings will be provided (if requested by the Client) in AutoCAD format.

**PART II
CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, as-built information, design information, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Matt Fineour, PE, Assistant Village Engineer.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

PART III COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed **\$4,670.00**

The Compensation shall include the following:

- (i) Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
- (ii) Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records
Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

WISCONSIN CLAUSE

In connection with the performance of work under this contract, Clark Dietz (hereinafter referred to as the "Consultant") agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 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. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

2014

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Engineer 8	180.00
Engineer 7	170.00
Engineer 6	160.00
Engineer 5	140.00
Engineer 4	125.00
Engineer 3	110.00
Engineer 1 & 2	95.00
Technician 5	120.00
Technician 4	110.00
Technician 3	95.00
Technician 2	75.00
Technician 1	65.00
Clerical	70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and sub-consultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

2014

Vehicles		
Autos		\$0.51/mile
Field Vehicles		\$60.00/day or \$0.51/mile (per agreement)
Survey Van		\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment		\$20.00/hour
GPS Survey Equipment		\$30.00/hour
Nuclear Soils Compaction Gauge		\$50.00/day
CADD Usage		\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")		\$0.10/copy
Color Copies* (8.5"x11")		\$0.50/copy
Color Copies* (11"x17")		\$1.50/copy
Large Format Plotting and/or Copying*		
(12"x18")		\$0.50/sheet
(22"x34" or 24"x36")		\$1.75/sheet
(30"x42")		\$2.50/sheet
(36"x48")		\$3.00/sheet
Large Format Scanning*		
(12"x18")		\$.30/sheet
(22"x34" or 24"x36")		\$1.00/sheet
(30"x42")		\$1.50/sheet
(36"x48")		\$2.00/sheet
Hotels & Motels	}	At Cost
Meals		
Federal Express & UPS		
Public Transportation		
Film and Development Supplies		

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and sub-consultants will be billed at 110% of actual costs to cover handling and administrative expenses.



Date: May 19, 2014

To: Michael Pollocoff, Village Administrator
Members of the Pleasant Prairie Village Board of Trustees

From: Chris Lopour
Communications Director

RE: Printing and mailing services for the 2014 Village Newsletter (June to December)

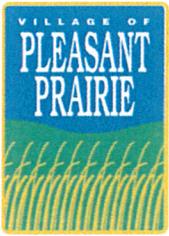
In the interest of securing the most competitive responsible bid for printing and mailing services (not including postage) for the monthly Village Newsletter, we requested proposals for annual printing of the 2014 Village Newsletter during late 2013. As part of the RFP, we ask vendors if they can meet a four-day turnaround time on the job and consider those that indicate they can.

In December 2013, the project was awarded to InTech Integrated Marketing Services out of LaCrosse, Wisconsin. The salesperson with InTech was familiar with the job; they had submitted the lowest bid for the work at \$1,300 per issue; and they indicated that they could meet the project timing on a consistent and reliable basis. During the first four issues of the 12-issue contract, InTech did not meet the project timing on a consistent and reliable basis for differing reasons with each issue. The vendor was aware that reliable delivery timing was important with each issue and acknowledged that they hadn't met the contract criteria for delivery. The contract with InTech was terminated on Tuesday, April 29.

Recommendation:

The second lowest bidder was LaCrosse Graphics at \$1,443.42 for an 8-page issue. LaCrosse Graphics had been the vendor for the 2011, 2012 and 2013 Village Newsletters. LaCrosse indicated that they will honor their bid throughout the remaining months of the contract (June through December) and will meet the other stated selection criteria.

It is my recommendation that the contract for printing and mailing services for the remaining months of 2014 Village Newsletter be awarded to LaCrosse Graphics.



Office of the Communications Director
Ms. Christine Lopour

April 29, 2014

Mr. Mark Wemette
Director of Sales
InTech Integrated Marketing Services, LLC
2009 West Avenue South
La Crosse, WI 54601

Mr. Wemette:

Effective May 29, 2014, the Village of Pleasant Prairie will no longer be using InTech Integrated Marketing Services, LLC for the 2014 Village Newsletter printing/ mailing project.

This letter serves as the 30 day written notice as stated in section 1. B. paragraph e. in the Village's contract with InTech dated December 4, 2013, which you signed on December 18, 2013.

Should you have any questions, please contact me at 262.925.6745.

Respectfully,

A handwritten signature in blue ink, appearing to read "Christine Lopour".

Ms. Christine D. Lopour
Communications Director

cc: Corey Eddy, InTech
Jane Romanowski, Village Clerk

Bids Received for 2014 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
The Scan Group	Waukesha, WI	\$3,360.00 <i>\$3,848.00</i>	\$1,880.00 <i>\$2,335.00</i>	\$1,334.00 <i>\$1,565.00</i>	Not a problem	minimal/no charge	\$50/hr & \$5/PDF proof	Yes	None
Ries Graphics	Butler, WI	\$2,437.00 <i>\$2,758.00</i>	\$1,757.00 <i>\$2,035.00</i>	\$1,449.00 <i>\$1,749.00</i>	Yes	only charged if requested	quote/proceed w/approval	Yes	None
Ripon Printers	Ripon, WI	\$2,334.00 <i>\$3,018.00</i>	\$1,975.00 <i>\$2,544.00</i>	\$1,748.00 <i>\$1,930.00</i>	Didn't supply	Didn't supply	Didn't supply	Didn't supply	None
InTech	LaCrosse, WI	\$2,110.00 <i>\$2,485.00</i>	\$1,300.00 <i>\$1,510.00</i>	\$985.00 <i>\$1,060.00</i>	Yes	only charged if requested	included, unless excessive	Yes	None
Haapanen Brothers	Gurnee, IL	\$2,770.00 <i>\$3,300.00</i>	\$2,010.00 <i>\$2,350.00</i>	\$1,290.00 <i>\$1,500.00</i>	Yes	only charged if requested	quote/proceed w/approval	Yes	None
LaCrosse Graphics	LaCrosse, WI	\$2,170.38 <i>\$2,810.99</i>	\$1,443.42 <i>\$1,849.06</i>	\$1,142.43 <i>\$1,374.85</i>	Yes (some issues in past)	no	quote/proceed w/approval	Yes	None
Badger Press Photographics	Kenosha, WI	\$2,155.00 <i>\$2,630.00</i>	\$1,480.00 <i>\$1,860.00</i>	\$1,055.00 <i>\$1,375.00</i>	Yes	can request no overs	\$50/hr	Yes	None

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

**Agreement between the Village of Pleasant Prairie
and La Crosse Graphics for the
2014 Monthly Village Newsletter**

In response to # VNL2014

For the months June through December

May 30, 2014

Agreement between the Village of Pleasant Prairie and La Crosse Graphics for the 2014 Monthly Village Newsletter

May 30, 2014

I. Introduction

This is an agreement entered into by the Village of Pleasant Prairie, a municipal corporation, (the Village) and La Crosse Graphics (the Vendor). The purpose of this Agreement is for the Village to secure printing and mailing services from a print vendor that will offer the highest quality and level of service at the lowest cost for the Village of Pleasant Prairie's monthly Village Newsletter during 2014 for the months of June through December. The Vendor agrees to meet the criteria listed below throughout the term of this Agreement.

A. Criteria

1. Meet requested project timing on a consistent and reliable basis, which is arrival at the Pleasant Prairie Post office within four business days from receipt of files.
2. Produce a high quality product and perform the job according to the required specifications.
3. Comply with U.S. Postal regulations to ensure efficient delivery of the final mail piece to and from the Pleasant Prairie Post Office.
4. Provide excellent customer service in regards to responding to project timing inquiries, project status and resolution of any problems that may arise during completion of the project.
5. Notify the Village contact (Communications Director) of any potential problems during printing/ mailing, and provide a satisfactory resolution of any potential problems in a timely manner.
6. Maintain the monthly cost for the Newsletter at the proposed rate throughout the duration of the year/Agreement.

B. Terms and Conditions:

- a. The proposal submitted by LaCrosse Graphics in November 2013 is hereby incorporated into this Agreement.
- b. In the event that the Vendor does not execute this Agreement within ten (10) calendar days after the Award of the Contract/Agreement, the Village shall award the Contract to the next most qualified respondent or call for new proposals. The Village of Pleasant Prairie assumes no cost by the respondents in preparation of the proposal.
- c. Payment for services shall be in accord with the Request for Proposal (VNL2014) and Section I. B. h. and i. of this Agreement. The Village does not guarantee that the numbers in the Request for Proposal (VNL2014) are a maximum or minimum number of pages per issue. The quantity required may also be modified within the year in response to increases or decreases in mailing quantity. Mailing quantities will fluctuate from month to month based on ongoing updates made to the mailing list.

Agreement between the Village of Pleasant Prairie and La Crosse Graphics for the 2014 Monthly Village Newsletter

May 30, 2014

- d. The Vendor should thoroughly examine and be familiar with the project specifications as included in the Request for Proposal (VNL2014). The failure of the Vendor to examine this document (VNL2014) shall in no way relieve the Vendor of obligations with respect to this Agreement.
- e. Either party may terminate the Agreement by providing written notice to the other party no later than thirty (30) calendar days before the proposed termination date. The Vendor shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of termination of this Agreement.
- f. Vendor must have and maintain appropriate equipment and capabilities to perform the work from file receipt through delivery of final pieces in an efficient manner according to the specifications and Terms and Conditions.
- g. Failure to comply with the Criteria and Terms and Conditions of the Request for Proposal (VNL2014) and this Agreement will be cause for termination of the Agreement.
- h. Payment for the project will be made on a monthly basis upon successful completion of each issue. The Vendor will invoice the Village following successful completion/delivery of the project according to the Request for Proposal (VNL2014) and this Agreement.
- i. The Village is operating under the reasonable expectation that the invoice for each issue will reflect the same amount proposed by the Vendor in the Vendor's original proposal throughout the duration of the Agreement, taking into consideration that there may be additional **predisclosed** charges for any changes requested by the Village. Variances from the proposed amount are not permitted and may lead to the termination of the Agreement by the Village.

II. Description of Project

A. General Description

The Village will provide the following files to the Vendor on a monthly basis via the Village FTP site: InDesign file, PDF of file, fonts folder, links folder, Excel file with mailing addresses and report.

The project includes the printing of 7,500 quantity of a monthly municipal newsletter, printed 2/2 on one 11 x 17 sheet (to yield a four-page newsletter), two 11 x 17 sheets (to yield an eight-page newsletter), or three 11 x 17 sheets (to yield a twelve-page newsletter) of 70# white offset, recycled paper and folded to a premailing size of 8.5 x 11. The project will be printed primarily in black ink with one spot color as stated in the Request for Proposal (VNL2014) Exhibits A, B and C. Unless otherwise indicated by the Village.

Agreement between the Village of Pleasant Prairie and La Crosse Graphics for the 2014 Monthly Village Newsletter

May 30, 2014

Approximately 7,250 pieces (this number fluctuates monthly based on additions and removals from the mailing list) will be additionally c-folded (twelve-page issues to be ½ folded), tabbed and addressed (ink jetting directly onto piece) according to postal specifications. C-folded (or ½ folded), tabbed, addressed pieces are to be delivered to the Pleasant Prairie Post Office and the remaining quantity, folded to 8.5 x 11, are to be delivered to Chris Lopour at Pleasant Prairie Village Hall.

B. Project Detail

Please see the Request for Proposal (VNL2014) Exhibits A, B and C for specific base specifications for four-, eight- and twelve-page issues. The 2014 Monthly Village Newsletter project will encompass twelve (12) total issues/months beginning in January of 2014 and ending in December of 2014. It is estimated that most issues will be eight-page issues, however, as needed either four- or twelve-page issues could be requested. Due to unknown or unpredictable content, the number of twelve-, eight- and four-page issues is not possible to predict.

The project is relatively similar month after month, however, certain criteria fluctuate. The criteria that may fluctuate from month to month include:

- **The quantity to be c-folded (or ½ folded), ink jetted and mailed** – based on new homeowners added to the mailing list and past homeowners removed;
- **The delivery date of the files to the printer** – based on the timing of the receipt and/or confirmation of information relevant to content;
- **The number of pages per issue** – based on amount of content available for the issue; and
- **The use of four-color as opposed to two-color within an issue** – based on special circumstances requiring more detail that could occur throughout the year.

C. Timeline for monthly process

- Village to provide vendor with estimated file delivery date (one to two business days prior);
- Village to upload files to FTP site and email vendor with access information and number of address files on mailing list;
- Vendor to complete project within 4 business days of receipt of the files;
- Vendor to confirm receipt of files via email;
- Vendor to provide a proof of each issue either in-person or via email;
- Village to approve proof or request corrections;
- If corrections requested, Vendor to provide additional proof including corrections;
- Upon approval of proof, project to be completed;

Agreement between the Village of Pleasant Prairie and La Crosse Graphics for the 2014 Monthly Village Newsletter

May 30, 2014

- Vendor to communicate/confirm delivery date of project to Village via email;
- Vendor to complete delivery of project to USPS and Village Hall;
- Vendor to email invoice for monthly issue; and
- Village to process invoice for payment upon receipt (on a monthly basis).

The Village of Pleasant Prairie and LaCrosse Graphics, both intending to enter into this Agreement, have caused this Agreement to be duly executed as set forth below.

La Crosse Graphics, of LaCrosse, Wisconsin

Date: _____, 2014

By: _____

Print name: _____

Title: _____

Village of Pleasant Prairie

Date: May 30, 2014

By: _____

Print name: _____

Title: _____

05/12/2014 09:46
cloupour

Village of Pleasant Prairie

PG 1
poinquiry

PURCHASE ORDER

01401471-00 FY 2014

BILL TO

Village of Pleasant Prairie
9915 39th Ave

Pleasant Prairie, WI 53158

VENDOR

[LaCrosse Graphics Inc](#)

PO Box 249

LaCrosse, WI 54602

SHIP TO

Village of Pleasant Prairie
9915 39th Ave

Pleasant Prairie, WI
53158

Requisition
2946

Delivery Reference
Attn: Chris Lopour

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
05/12/14	001592			Administration

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	2014 Village Newsletter print/mail prep	8.00	Issu	1444.000	11,552.00
PO TOTAL					11,552.00

** END OF REPORT - Generated by Christine Lopou