

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 5, 2014
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Elect President Pro-Tem
5. Minutes of Meeting – April 14, 2014
6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
7. Administrator’s Report
8. Correspondence
 - A. Receive petition requesting the extension of sanitary sewer to 6717 Springbrook Road.
9. New Business
 - A. Consider Resolution #14-10 designating May 11-17, 2014 as National Police Officer Week.
 - B. Consider Resolution #14-11 honoring the Pleasant Prairie Women’s Club on the celebration of their 50th Anniversary.
 - C. Receive Engineer’s Report on the design and progress on the 39th Avenue/Springbrook Road reconstruction project.
 - D. Consider Resolution #14-12 authorizing the Village Administrator to acquire property for the 39th Avenue/Springbrook Road roadway project.
 - E. Consider award of contract for the construction of restroom facilities and pavilion at the North ball fields in Prairie Springs Park.

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- 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.
 - 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.
 - H. Consider Commission Appointments.
 - I. Consider the request for a new liquor license agent for the Olive Garden Restaurant located at 10110 77th Street.
 - J. Consider Operator License Applications on file.
10. Village Board Comments
11. 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 14, 2014

5:30 p.m.

A special meeting of the Pleasant Prairie Village Board was held on Monday, April 14, 2014. Meeting called to order at 5:30 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; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director and Jane M. Romanowski, Village Clerk. No citizens attended the meeting.

1. CALL TO ORDER

2. ROLL CALL

3. NEW BUSINESS

A. Consider approval of a procurement contract with the State of Wisconsin to purchase road salt.

Mike Pollocoff:

We have this contract every year and typically there isn't much of a variance on what we purchase except if the price is less or more but this year we are going to buy a lot more salt so John if you can give us a brief update on what we are buying.

John Steinbrink, Jr.:

Mr. President and members of the Board, well, as everyone is aware we had a very expensive winter this year. We're actually calling it about two winters because we used twice the amount of labor, twice the amount of fuel, tires, plow blades and salt also. In an average year we use about 2,600 tons of salt that covers all of our roads. And this past season we used just over 5,000 tons of road salt which is, as I say, like I say two times the amount of average from November to March. And hopefully we don't have to go out today but it's hard to tell with the snow arriving in mid-April.

The State of Wisconsin sent out an email actually a week ago today, about 1:30 p.m., saying that they wanted until the 16th to have our bids in for what we want to do. The bids are broken up into three components. There's an early fill which you have to take before November 14th of this year. There's a seasonal fill which the Village normally

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takes every year which you can get salt any time it's warranted until April 30th, and then a reserve fill which is just that little bit extra that you want to take. But it can't be any more than 25 percent of your order. So if you order 1,000 tons on your contract on your contract with the early fill and the seasonal fill you only have 250 tons on reserve. In years past they had people that the reserve would be more than what their contract was, and then it gets hard to bid, it gets hard to supply stuff like that.

So our barn can hold 7,200 tons. Right now we're down to about 1,600 tons which isn't even enough for one winter. So if we have a bad November and December we could possibly run out of salt if we don't act on this contract using the early reserve component of this. So, like I said, we have 1,600 tons. We're expecting an additional delivery of 500 tons that we had in reserve, and we were budgeted for that in 2014. A lot of times we can't receive salt until late January which would be January 2015, so I think it's really important that we get something on this early fill contract. By doing it at approximately 2,000 tons to give us enough of a buffer to make sure that we supply the residents with the same level of service that they're used to and that the Board has been budgeting over the years it's going to put us over about \$120,000.

So we budget \$185,000 for 2015, we use a lot more salt than what we did, I'm predicting if the Board moves forward with the 2,000 tons it will put us at about \$305,000 for 2014. We're doing an estimate of around \$60 per ton. Last year's State contract was just under \$55. Hard to tell where exactly the bid is going to be, but normally it's a supply/demand. So when everyone needs a lot of salt the price goes up. The same reason why fuel goes up around the holidays because everyone is traveling, there's more of a demand for it, and they can justify more money for it. So we did an estimate of around \$60 per ton for the 2,000 tons, so that's \$120,000. And then just to finish off the balance of the contract we would do a seasonal fill of 2,000 tons and 800 tons in reserve. So we would budget it around \$168,000 just for the salt component in 2015. And I can answer any questions. I know that was kind of a wordy explanation but there's a lot of numbers to throw out there.

Michael Serpe:

We take any extra money out of the reserve account? What are we doing?

Mike Pollocoff:

My plan is we do have funds in reserve to use but typically in other years we find some ways to spin some money from the departments at the end of the year and we may use that to reimburse the reserve fund. I think the key thing is we don't want to focus too much on the \$60, I mean that is a good estimate, but more importantly whether it comes in at \$61 or \$62 we still want to get the 2,000 tons because with an extra \$2 you cannot

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replace that salt for increase in price. We have reserves and we had a pretty good year, so we can cover this and the goal is to keep the reserves in place and find some money to cover as much of it as we can.

Clyde Allen:

John, not that I'd question, but with the year we had you're only looking at a 10 percent increase up to \$60 a ton. Are you confident that is enough?

John Steinbrink, Jr.:

No. If I was confident I'd probably be somewhere in Vegas betting on horses. I think it's a conservative number. In the past, if you remember probably back about five years ago, we ran the barn pretty much empty. We were down to like only 200 or 300 tons left in the salt shed, and the price didn't quite go up that much. It really wasn't more than that 10 percent. It was still in the 50's. But I don't see this much worse than what we were five or six years ago when we ran the barn down. It's really hard to tell. I mean I think \$60 is a fair number as Mr. Pollocoff said. It could be \$65, it could be \$55, it's hard to tell. But I think like Mike said the more important thing is to really get the volume of salt so we can provide service. Whether it's \$60, whether its \$62, \$58 is kind of unbeknown. And we'll probably have that number well before the salt comes in. We should have it sometimes in the June time frame so we can meet again if it is quite a bit over and then kind of come up with a decision on how much it is if it is much more than that \$60.

Mike Pollocoff:

The key thing is we have a good reference point for a bad year. For us to be in a position to be able to salt the roads the way they need to be in good condition and I've seen this happen in municipalities where they get fixated on o.k., we are going to spend a lot of money which you have to live within a budget but the problem is if we end up 500 tons short, you cannot buy salt again at this time next year so you won't have the salt. It won't be there and then we end up dealing with the issue of running out. In the best case scenario, we don't use all of it and we get to keep the reserves for a long time.

Clyde Allen:

Okay. I just want to make sure that John can order what he needs not bound by dollar wise, that we can always come back and address the dollars but getting the tonnage we need.

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Mike Pollocoff:

With our reserves we can handle the dollars but with the 2,000 tons, we are giving our best estimate of \$60. The 2,000 tons is really what I want the Board to authorize.

Michael Serpe:

I'd move approval of the contract procurement with the State.

Clyde Allen:

I'll second that.

John Steinbrink:

Motion by Mike, second by Clyde. Further discussion?

Steve Kumorkiewicz:

I am concerned because we are going to have 2,500 tons . . .

John Steinbrink, Jr.:

Well, we're looking at ordering 2,000 tons additional for 2014. And then for 2015 we're going to order the 2,000 tons plus 800 tons in reserve. So technically another 2,800 tons in 2015 in the budget. And that's something that we'll see as part of the budget process in November. You'll see that line item on there. But we need to make that decision on the volume, and so we're bound to the volumes of the early and to the seasonal, but then the reserves whether we take it or not we don't have to. At least historically we're budgeted for it, and then if we need the salt we'll have the money in the budget. And like Mr. Pollocoff said if we have a light year we won't have to take that reserve of 800 tons at the \$60 a ton as the 48,000 that we want to use. So it's kind of playing it by ear year by year with that. And so we budget for the extreme, and I always try to keep at least two years' worth of salt in the shed. So if we have a bad year we're able to provide the citizens what they need.

Five years ago we ran short. A lot of municipalities were having salt trucked up from St. Louis. And so they were paying \$100 a ton plus trucking from St. Louis. The other alternative is you can sand the road. Well, the problem with sanding the road, the salt is a little more expensive, but with the sand you need to reclaim that sand at the end of the season. You need to sweep it off the streets; you need to pull it off the shoulders. It gets into the storm sewers, the catch basins, the retention ponds, so I'm really not a big

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advocate of putting sand down because it works for grit but you need to pull that out. So if you put down 2,000 tons of sand you need to pull 2,000 tons of sand off the streets, out of the storm sewer and out of the retention basins. And so the salt it really provides the best treatment.

Steve Kumorkiewicz:

So actually, we are going to have 2,500 tons plus 20 percent additional?

John Steinbrink, Jr.:

Well, we're looking at doing an additional 2,000 tons in 2014. And then for 2015 2,000 tons that we're bound to take and then 800 in reserve which we can kind of see how the year progresses. And so we can make that decision in April of 2015 if we want to take the reserve or not. Like, for example, this year we're taking our 500 tons reserve which is the max we can take, that was the 20 percent of it. And we were budgeted to take that amount of salt, the additional 500 tons. If we wouldn't have, if we would have had a light year and only used 2,000 tons I would go to Mike and say, you know what, we don't have to take this reserve, we don't need it this year. We were budgeted for it, and then that money will get allocated towards something else if we didn't need it in salt, road repairs or something else.

Steve Kumorkiewicz:

So we are going to have 2,500.

John Steinbrink, Jr.:

Well, a total would be 2,800 tons for 2015 is what I'm going to put as a line item in the 2015 budget, and then an additional 2,000 for 2014.

Michael Serpe:

So what we're doing tonight, John, is really if we have the same identical winter next year as we had now we're going to have plenty of salt on hand.

John Steinbrink, Jr.:

Yes, sir.

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Michael Serpe:

Okay.

John Steinbrink:

Motion and a second. Any further discussion?

SERPE MOVED TO APPROVE THE MUNICIPAL AGREEMENT WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION TO PURCHASE AN ADDITIONAL 2,000 TONS OF ROAD SALT IN 2014 ON THE STATE BID; SECONDED BY ALLEN; MOTION CARRIED 5-0.

4. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY ALLEN; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:45 P.M.

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

**VILLAGE OF PLEASANT PRAIRIE
RESOLUTION #14-10
DESIGNATING MAY 11-17, 2014 AS
NATIONAL POLICE WEEK**

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 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.

Adopted this 5th day of May, 2014.

VILLAGE OF PLEASANT PRAIRIE

John Steinbrink
Village President

ATTEST:

Jane Romanowski
Village Clerk

Posted: _____

Resolution No. 14-11

Resolution Honoring the Pleasant Prairie Women's Club on the Celebration of their 50th Anniversary

WHEREAS, in 1963, a group of forty-four women formed the Pleasant Prairie Women's Club; and

WHEREAS, on May 14, 1964, the Pleasant Prairie Women's Club became chartered and federated and was formally recognized; and

WHEREAS, the Pleasant Prairie Women's Club is a volunteer community service organization with the focus of improving quality of life in our community and worldwide; and

WHEREAS, members of the Pleasant Prairie Women's Club participate in philanthropic activities throughout the year: volunteering their time at the Dayton Hotel; participating in the Adopt-a-Road program; making improvements to our local fire house; purchasing defibrillators for police cars; donating to the police department canine fund and Shop with a Cop/Firefighter; and providing scholarships to local students; and

WHEREAS, members of the Pleasant Prairie Women's Club also conduct annual fundraisers to support their philanthropic activities; and

WHEREAS, the Pleasant Prairie Women's Club encourages members to give graciously of their time and talents in order to strengthen family and community.

NOW, THEREFORE BE IT RESOLVED, that the Village of Pleasant Prairie does hereby recognize and honor the Pleasant Prairie Women's Club on the celebration of their 50th Anniversary as a community based philanthropic organization. The Village of Pleasant Prairie does also sincerely thank the members of the Pleasant Prairie Women's Club, past, present and future, for their work to strengthen and improve quality of life within our community.

Considered and adopted this 4th day of May, 2014.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk



Engineering Report

39th Avenue Reconstruction Project (STH 165 to 97th Street) DOT Project No. 3729-00-04

Project Description:

- A 25-foot wide raised, grass median
- Two 12-foot travel lanes
- Two 5-foot bike lanes
- Two 8-foot parking lanes (south of Springbrook Road only)
- 30-inch curb and gutter
- Two 10-foot sidewalks with variable terraces on both sides of the roadway
- Decorative lighting

Project Need:

The roadway currently features a rural cross-section with residential home, small businesses, and agricultural lands located in close proximity to the roadway. The existing typical section consists of two 12-foot travel lanes and a 2 to 8-foot shoulder. The existing roadway was last resurfaced in 2002 and exhibits transverse cracking and rutting. No bicycle or pedestrian accommodations are present.

This section of roadway functions as an important principal arterial for the village of Pleasant Prairie and is adjacent to the Village Green Center, a proposed area of mixed use and future economic development.

Unique Project Features:

39th Avenue will play an integral part in the future residential and commercial development planned by the Village. The addition of sidewalks and parking lanes will help facilitate this planned growth.

Design Speed: 35 mph

Posted Speed: 30 mph

Typical Cross Section:

The following typical section elements were considered: travel lanes, median, parking lanes, bicycle lanes, curb and gutter, sidewalks, and terrace widths. Due to the proposed development along the project corridor, an urban cross section was chosen for the entire project.

Roundabout:

A roundabout is proposed to replace the existing traffic signals at the intersection of 39th Avenue and Springbrook Road. A roundabout at this location was chosen because of its:

- Cost
- Safety
- Right-of-way and business impacts

Safety Enhancements/Mitigation Measures

A new pavement surface with pavement marking and signing will provide an overall safer facility. Sidewalks and bike lanes will be added to the entire project corridor increasing pedestrian safety. The intersection at 39th Avenue and Springbrook Road will be changed from a signalized intersection to a roundabout.

Community Sensitive Design/Public Involvement

At the public information meetings, public input focused on; stormwater drainage, sidewalks, and business access adjacent to the proposed roundabout at the intersection of 39th Avenue and Springbrook Road. The majority of the stormwater will be conveyed by storm sewer to a pond located at the intersection of 100th Street and 38th Avenue. This pond will reduce peak flow rates and remove sediment to meet the 40% total suspended solids reduction goal for the project. The proposed sidewalks will be 10 feet wide to accommodate both leisurely walkers and recreation users. Due to the proximity of the entrance to the business at the northeast corner of the proposed roundabout, the driveway is restricted to a right in right out condition on 39th Avenue, but full access was maintained along Springbrook Road.

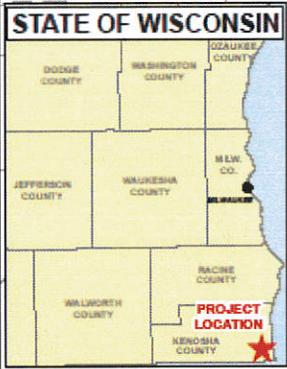
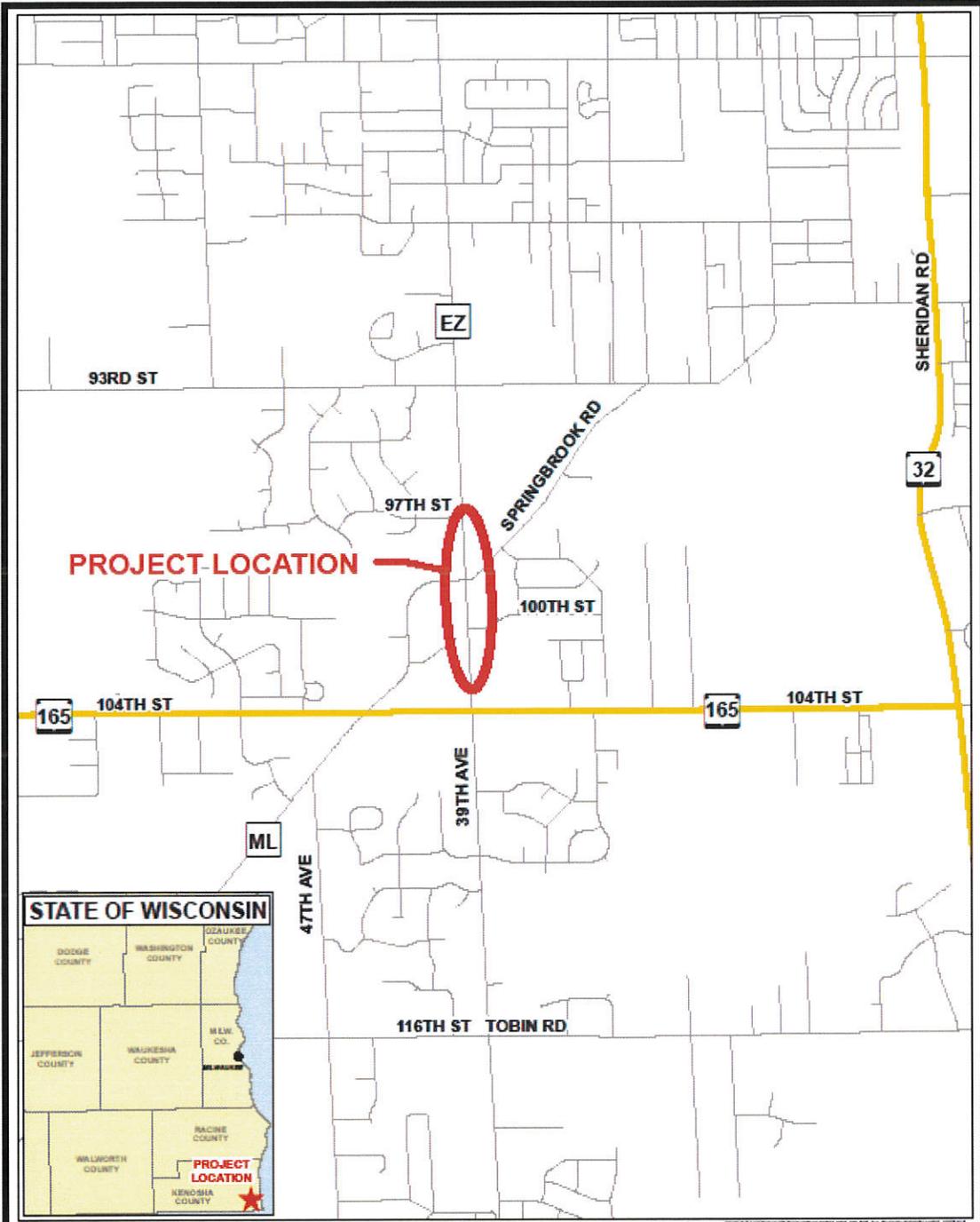
Street lighting will be installed to improve pedestrian and motorist safety along the corridor. The decorative street lighting will be LED and LEED approved for energy efficiency. Trees will be planted along both sides of the roadway and within the median. The tree spacing will vary depending on the mature size of the species.

Trees will not be located in areas where they would obstruct views at intersection or crosswalks, lighting fixtures, or signage. Low branches shall be pruned in order to achieve eight feet of vertical clearance from the sidewalk level in order to maintain sightlines.

Schedule

Right-of-way acquisition:	Through September 2014
Bid Project:	Early 2015
Construction:	Summer 2015

Estimated Project Cost:	\$3,458,000
Federal Funds (Cap):	\$1,519,564

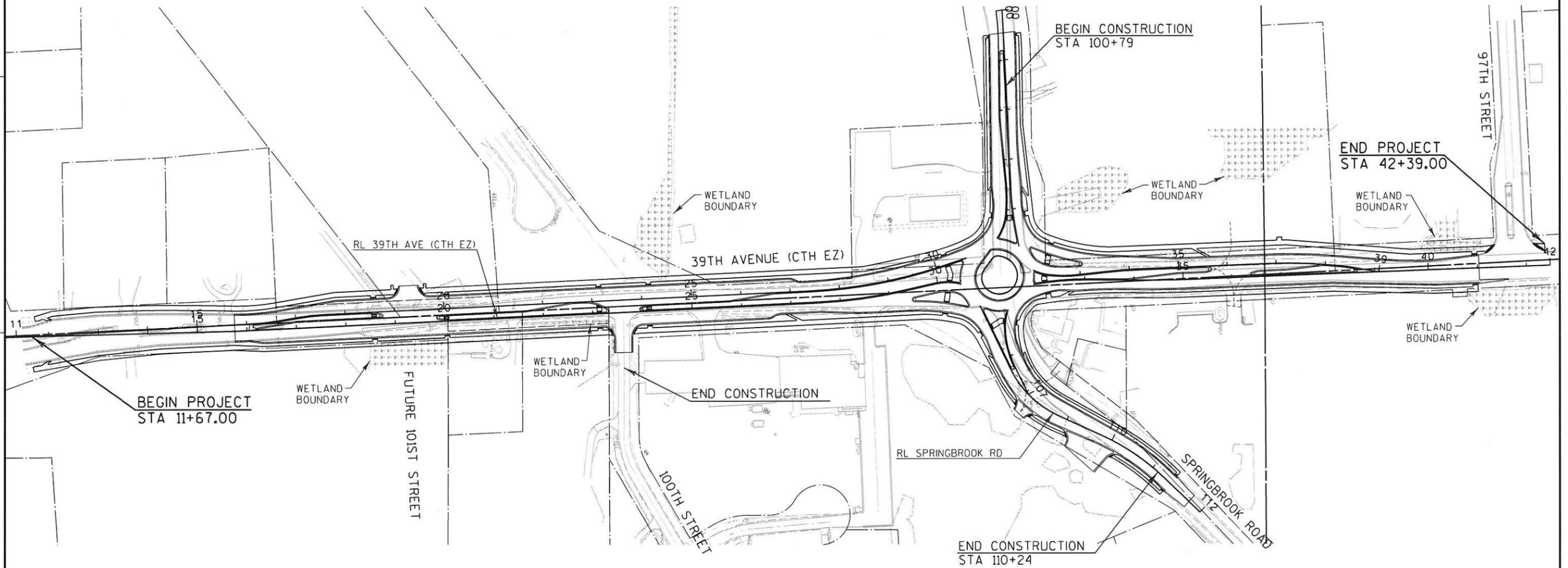


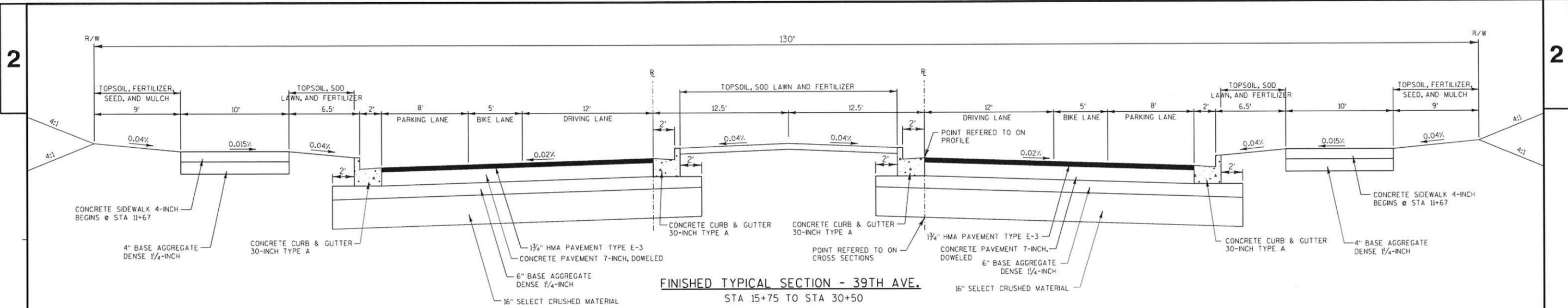
Village of Pleasant Prairie
Kenosha County, Wisconsin

Project Location
ID# 3729-00-04 - 39th Ave Reconstruction

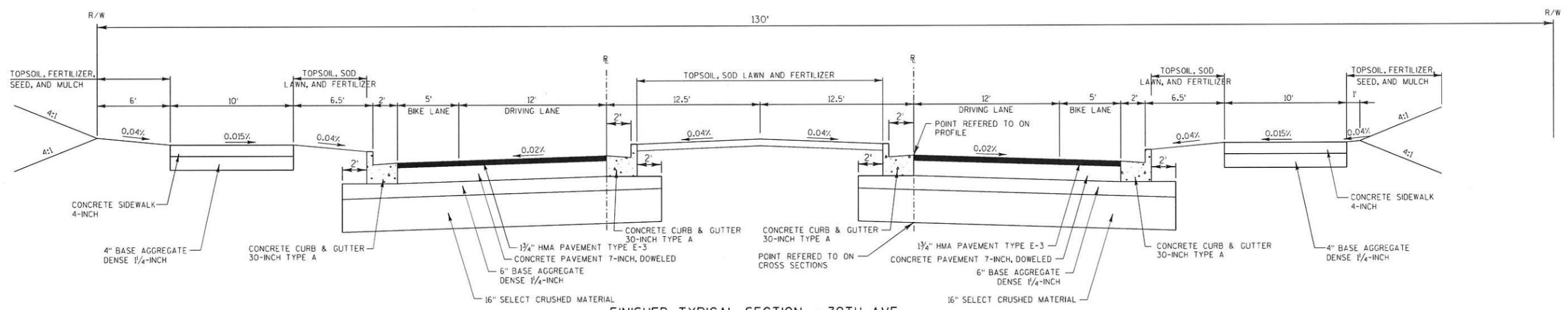


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 1 inch equals 2,000 feet

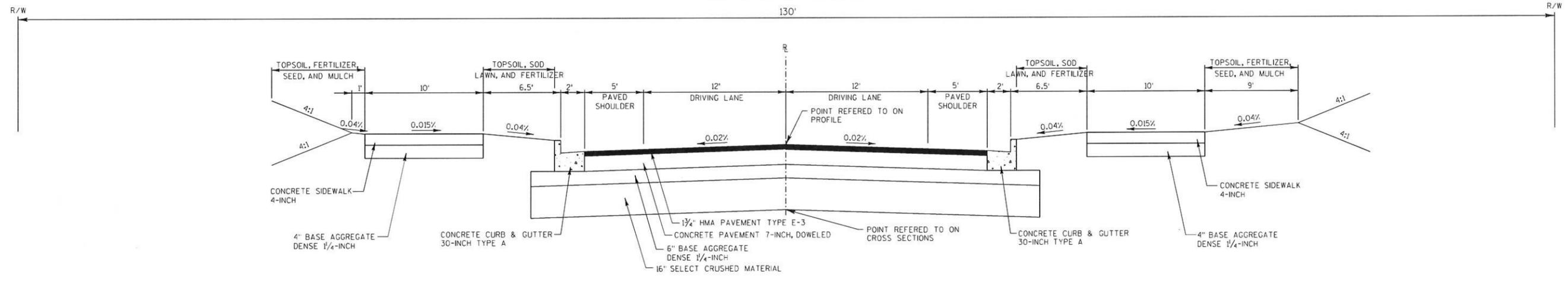




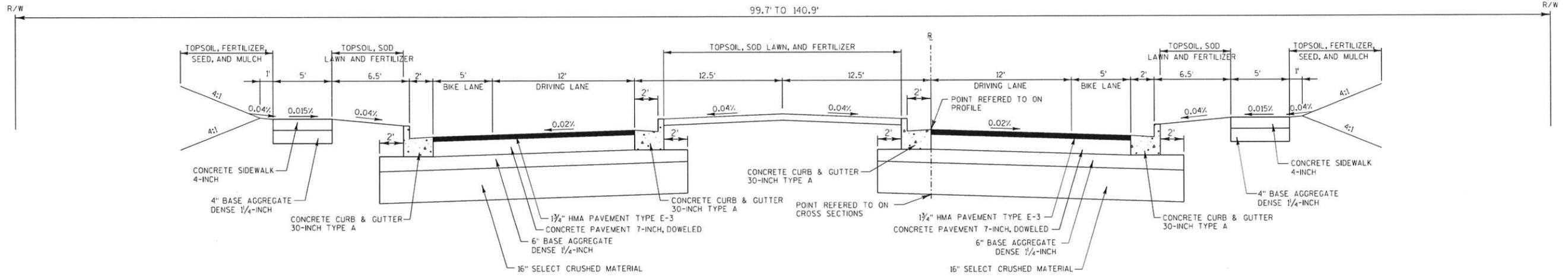
FINISHED TYPICAL SECTION - 39TH AVE.
STA 15+75 TO STA 30+50



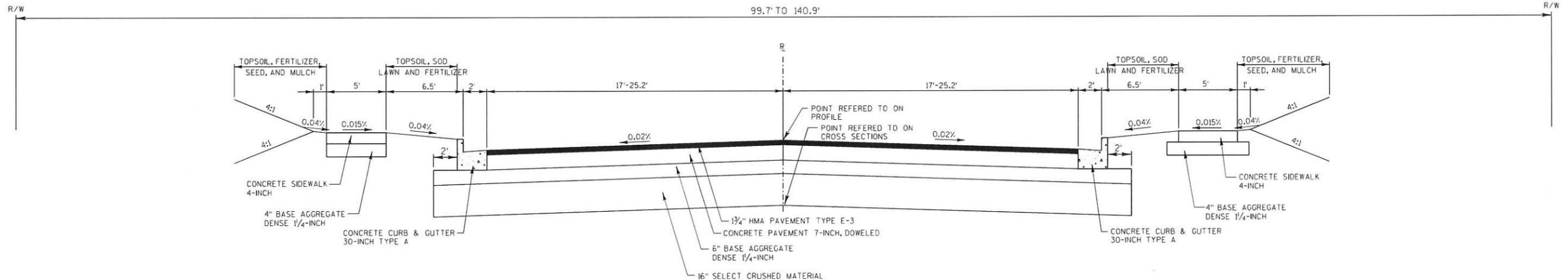
FINISHED TYPICAL SECTION - 39TH AVE.
STA 32+00 TO STA 39+35



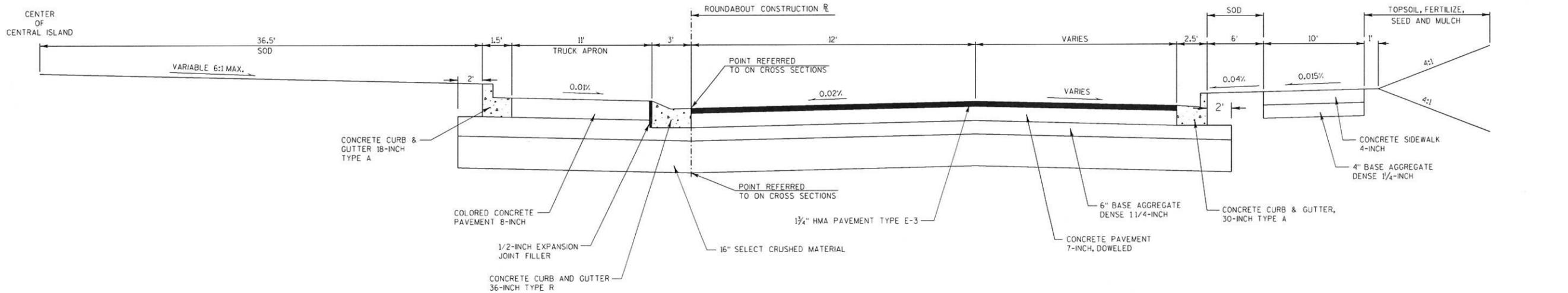
FINISHED TYPICAL SECTION - 39TH AVE.
STA 39+35 TO STA 41+02



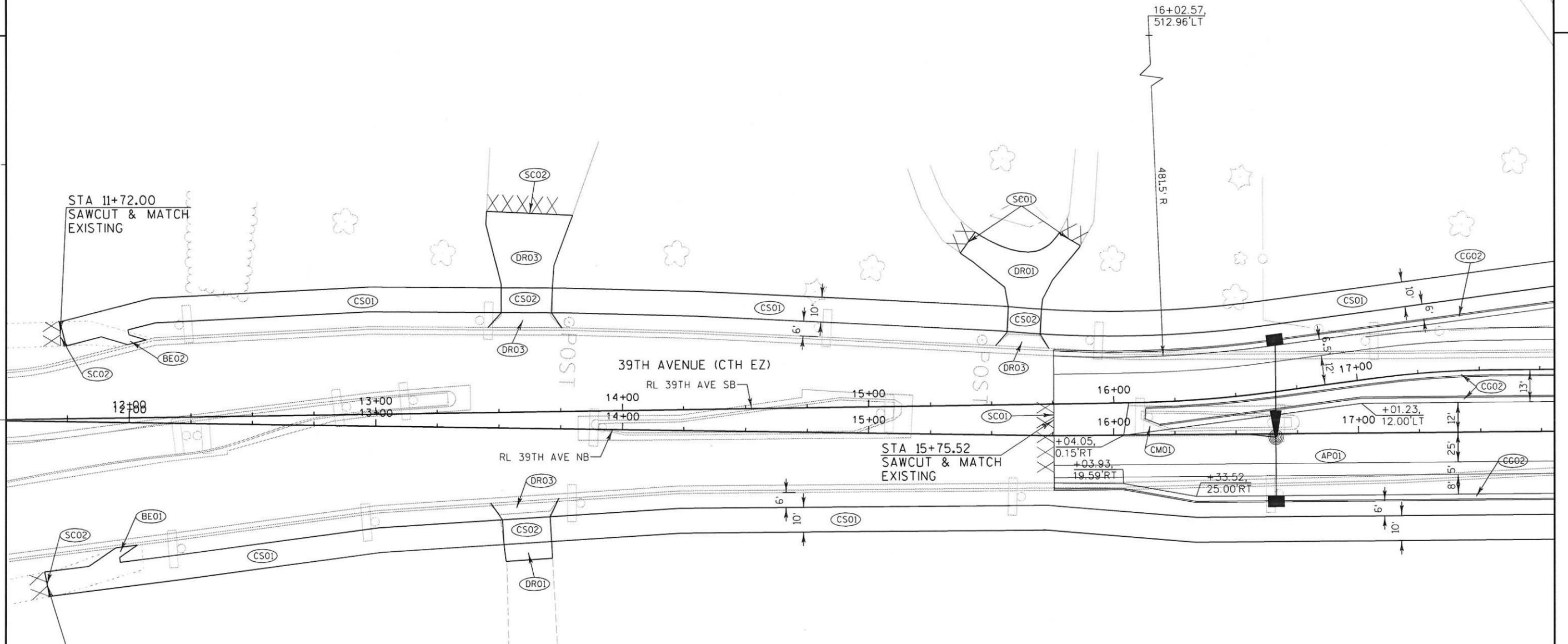
FINISHED TYPICAL SECTION - SPRINGBROOK ROAD
 STA 100+79 TO STA 107+45



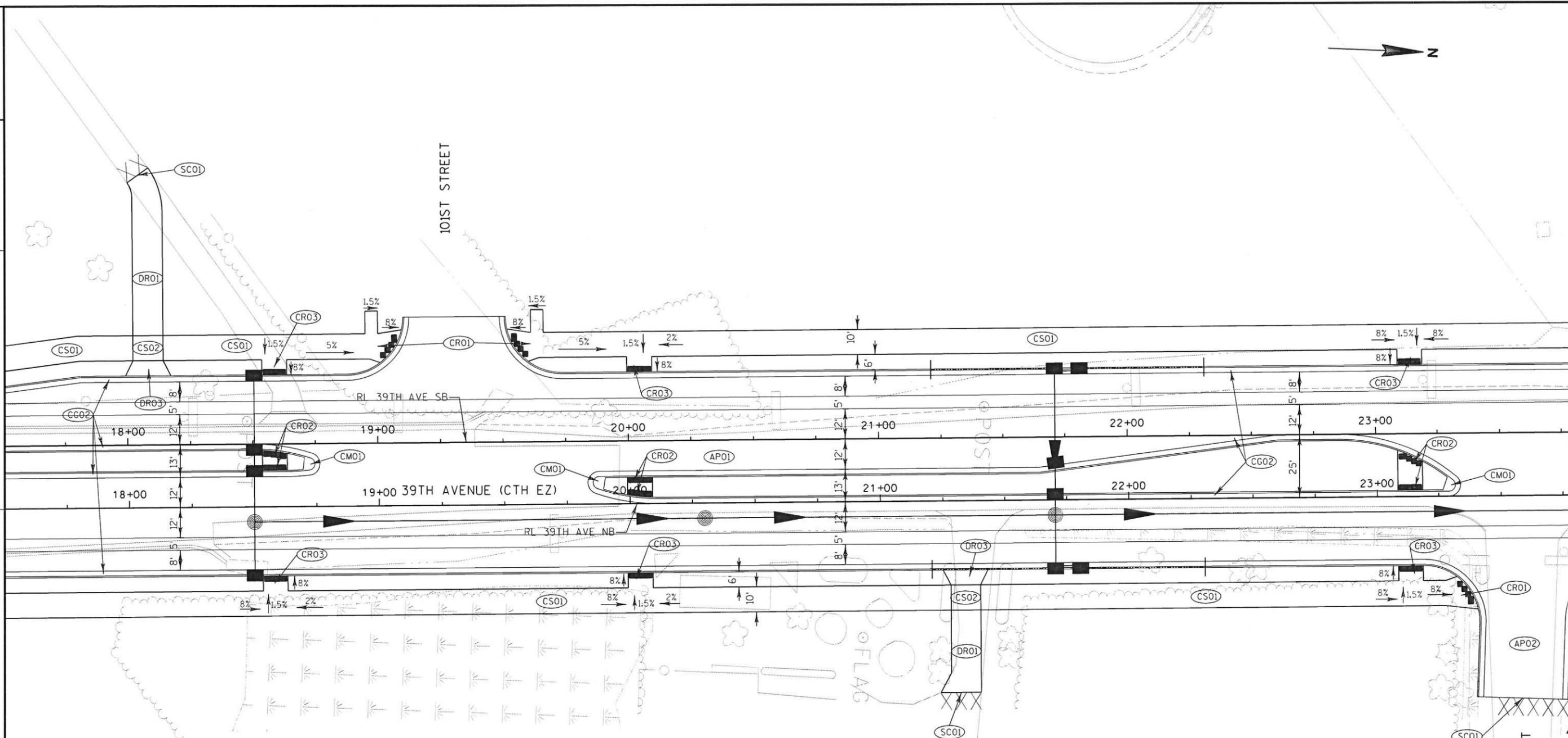
FINISHED TYPICAL SECTION - SPRINGBROOK ROAD
 STA 100+43 TO STA 100+79
 STA 107+45 TO STA 111+50



ROUNDBOAT - TYPICAL HALF-SECTION FOR 39TH AVE & SPRINGBROOK RD

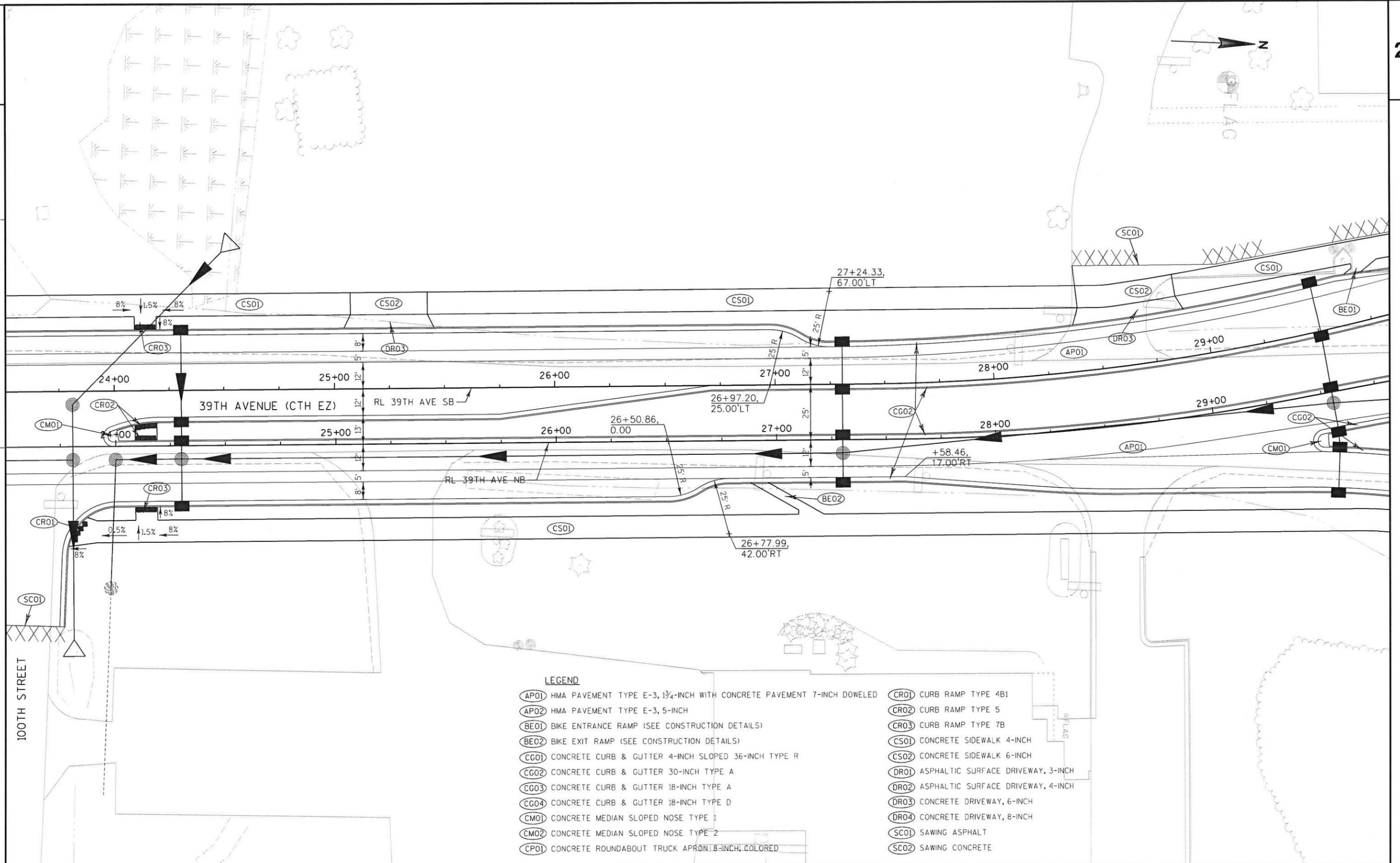


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| (APO1) HMA PAVEMENT TYPE E-3, 1 3/4-INCH WITH CONCRETE PAVEMENT 7-INCH DOWELED | (CR01) CURB RAMP TYPE 4B1 |
| (APO2) HMA PAVEMENT TYPE E-3, 5-INCH | (CR02) CURB RAMP TYPE 5 |
| (BE01) BIKE ENTRANCE RAMP (SEE CONSTRUCTION DETAILS) | (CR03) CURB RAMP TYPE 7B |
| (BE02) BIKE EXIT RAMP (SEE CONSTRUCTION DETAILS) | (CS01) CONCRETE SIDEWALK 4-INCH |
| (CG01) CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE R | (CS02) CONCRETE SIDEWALK 6-INCH |
| (CG02) CONCRETE CURB & GUTTER 30-INCH TYPE A | (DR01) ASPHALTIC SURFACE DRIVEWAY, 3-INCH |
| (CG03) CONCRETE CURB & GUTTER 18-INCH TYPE A | (DR02) ASPHALTIC SURFACE DRIVEWAY, 4-INCH |
| (CG04) CONCRETE CURB & GUTTER 18-INCH TYPE D | (DR03) CONCRETE DRIVEWAY, 6-INCH |
| (CM01) CONCRETE MEDIAN SLOPED NOSE TYPE 1 | (DR04) CONCRETE DRIVEWAY, 8-INCH |
| (CM02) CONCRETE MEDIAN SLOPED NOSE TYPE 2 | (SC01) SAWING ASPHALT |
| (CPO1) CONCRETE ROUNDABOUT TRUCK APRON 8-INCH, COLORED | (SC02) SAWING CONCRETE |



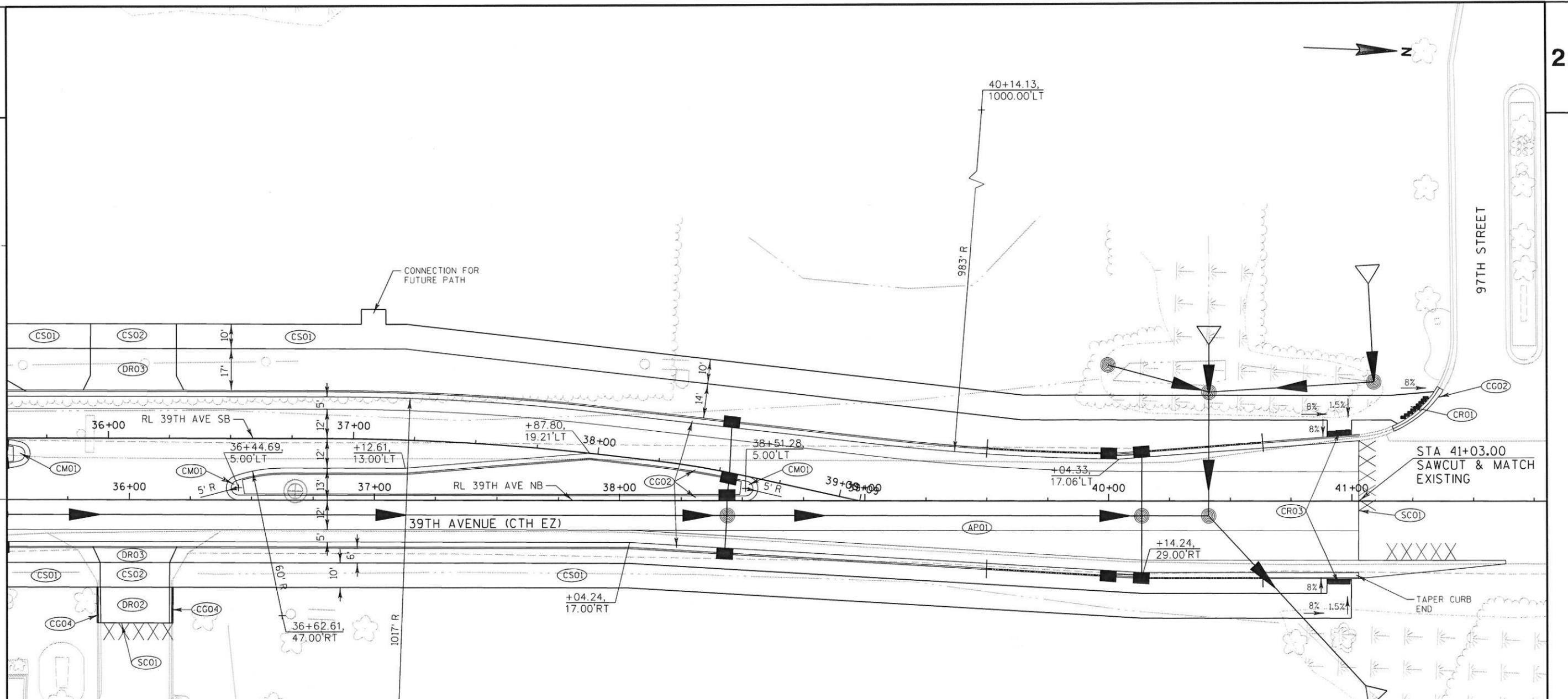
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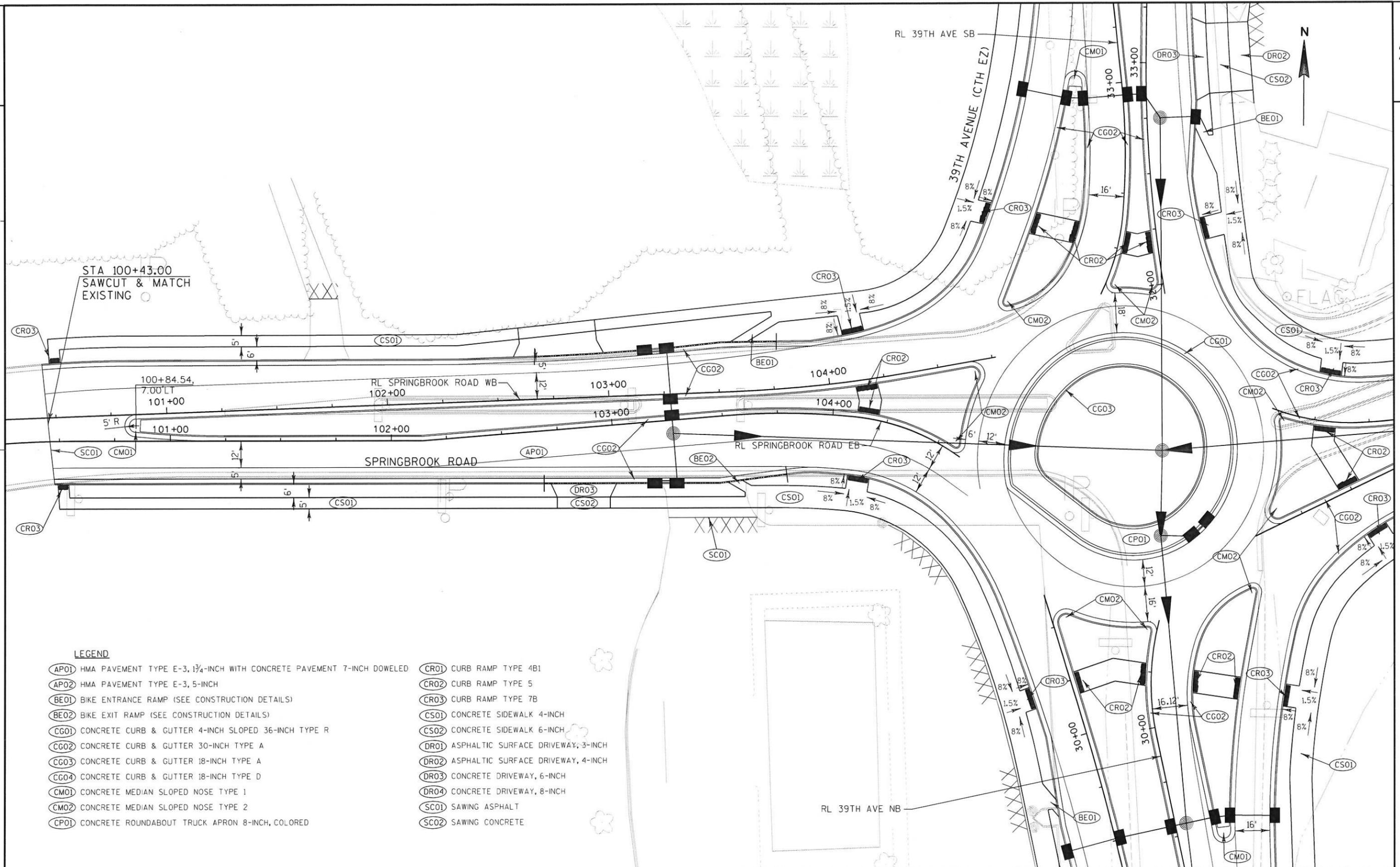
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| (CG03) CONCRETE CURB & GUTTER 18-INCH TYPE A | (DRO2) ASPHALTIC SURFACE DRIVEWAY, 4-INCH |
| (CG04) CONCRETE CURB & GUTTER 18-INCH TYPE D | (DRO3) CONCRETE DRIVEWAY, 6-INCH |
| (CM01) CONCRETE MEDIAN SLOPED NOSE TYPE 1 | (DRO4) CONCRETE DRIVEWAY, 8-INCH |
| (CM02) CONCRETE MEDIAN SLOPED NOSE TYPE 2 | (SC01) SAWING ASPHALT |
| (CPO1) CONCRETE ROUNDABOUT TRUCK APRON 8-INCH, COLORED | (SC02) SAWING CONCRETE |



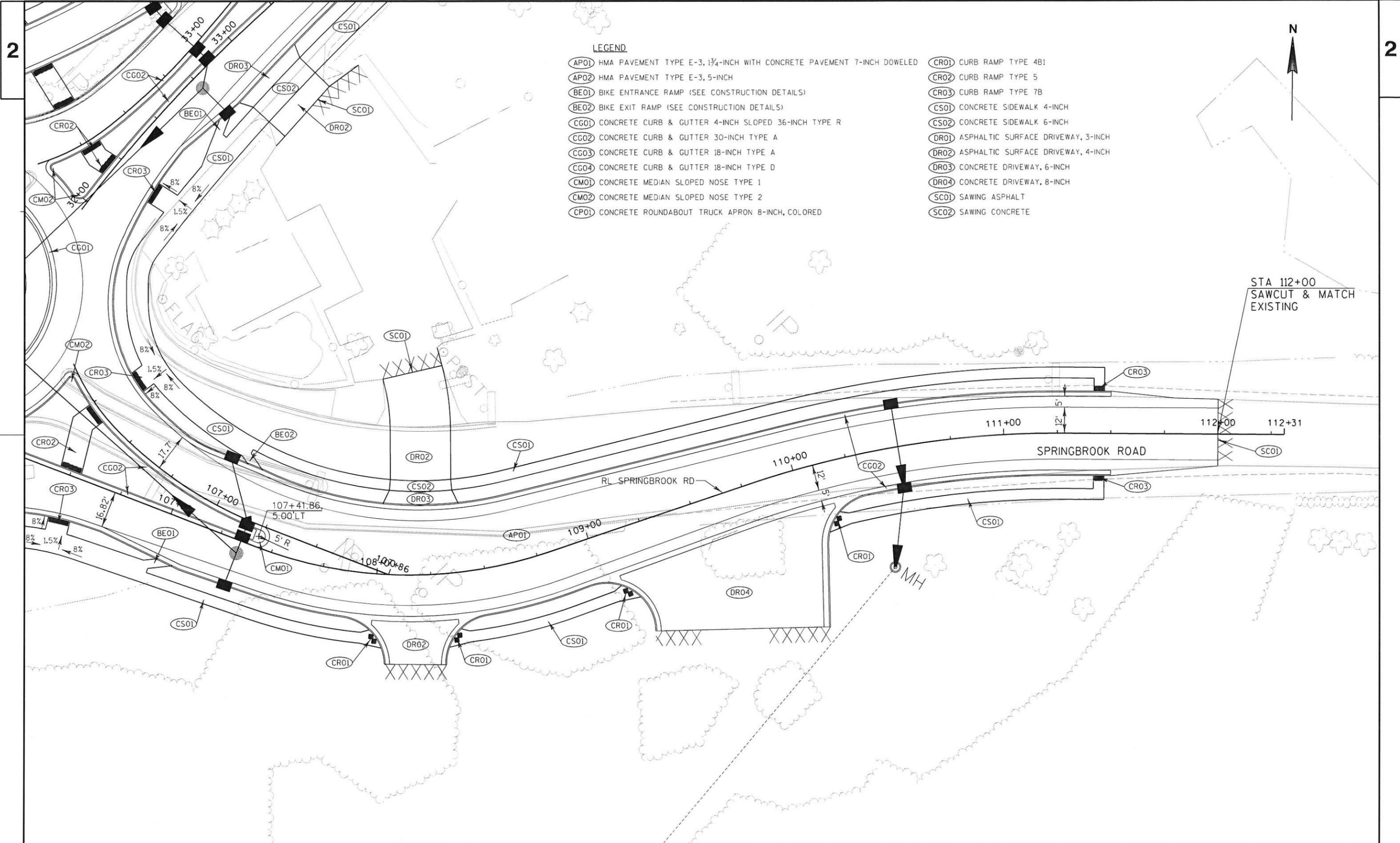
LEGEND

- | | |
|--|---|
| (APO1) HMA PAVEMENT TYPE E-3, 1 3/4-INCH WITH CONCRETE PAVEMENT 7-INCH DOWELED | (CRO1) CURB RAMP TYPE 4B1 |
| (APO2) HMA PAVEMENT TYPE E-3, 5-INCH | (CRO2) CURB RAMP TYPE 5 |
| (BE01) BIKE ENTRANCE RAMP (SEE CONSTRUCTION DETAILS) | (CRO3) CURB RAMP TYPE 7B |
| (BE02) BIKE EXIT RAMP (SEE CONSTRUCTION DETAILS) | (CS01) CONCRETE SIDEWALK 4-INCH |
| (CG01) CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE R | (CS02) CONCRETE SIDEWALK 6-INCH |
| (CG02) CONCRETE CURB & GUTTER 30-INCH TYPE A | (DR01) ASPHALTIC SURFACE DRIVEWAY, 3-INCH |
| (CG03) CONCRETE CURB & GUTTER 18-INCH TYPE A | (DR02) ASPHALTIC SURFACE DRIVEWAY, 4-INCH |
| (CG04) CONCRETE CURB & GUTTER 18-INCH TYPE D | (DR03) CONCRETE DRIVEWAY, 6-INCH |
| (CM01) CONCRETE MEDIAN SLOPED NOSE TYPE 1 | (DR04) CONCRETE DRIVEWAY, 8-INCH |
| (CM02) CONCRETE MEDIAN SLOPED NOSE TYPE 2 | (SC01) SAWING ASPHALT |
| (CPO1) CONCRETE ROUNDABOUT TRUCK APRON 8-INCH, COLORED | (SC02) SAWING CONCRETE |



LEGEND

- | | |
|--|---|
| (AP01) HMA PAVEMENT TYPE E-3, 1 1/4-INCH WITH CONCRETE PAVEMENT 7-INCH DOWELED | (CRO1) CURB RAMP TYPE 4B1 |
| (AP02) HMA PAVEMENT TYPE E-3, 5-INCH | (CRO2) CURB RAMP TYPE 5 |
| (BE01) BIKE ENTRANCE RAMP (SEE CONSTRUCTION DETAILS) | (CRO3) CURB RAMP TYPE 7B |
| (BE02) BIKE EXIT RAMP (SEE CONSTRUCTION DETAILS) | (CS01) CONCRETE SIDEWALK 4-INCH |
| (CG01) CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE R | (CS02) CONCRETE SIDEWALK 6-INCH |
| (CG02) CONCRETE CURB & GUTTER 30-INCH TYPE A | (DRO1) ASPHALTIC SURFACE DRIVEWAY, 3-INCH |
| (CG03) CONCRETE CURB & GUTTER 18-INCH TYPE A | (DRO2) ASPHALTIC SURFACE DRIVEWAY, 4-INCH |
| (CG04) CONCRETE CURB & GUTTER 18-INCH TYPE D | (DRO3) CONCRETE DRIVEWAY, 6-INCH |
| (CM01) CONCRETE MEDIAN SLOPED NOSE TYPE 1 | (DRO4) CONCRETE DRIVEWAY, 8-INCH |
| (CM02) CONCRETE MEDIAN SLOPED NOSE TYPE 2 | (SC01) SAWING ASPHALT |
| (CPO1) CONCRETE ROUNDABOUT TRUCK APRON 8-INCH, COLORED | (SC02) SAWING CONCRETE |



LEGEND

- | | |
|--|---|
| (AP01) HMA PAVEMENT TYPE E-3, 1 3/4-INCH WITH CONCRETE PAVEMENT 7-INCH DOWELED | (CRO1) CURB RAMP TYPE 4B1 |
| (AP02) HMA PAVEMENT TYPE E-3, 5-INCH | (CRO2) CURB RAMP TYPE 5 |
| (BE01) BIKE ENTRANCE RAMP (SEE CONSTRUCTION DETAILS) | (CRO3) CURB RAMP TYPE 7B |
| (BE02) BIKE EXIT RAMP (SEE CONSTRUCTION DETAILS) | (CS01) CONCRETE SIDEWALK 4-INCH |
| (CG01) CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE R | (CS02) CONCRETE SIDEWALK 6-INCH |
| (CG02) CONCRETE CURB & GUTTER 30-INCH TYPE A | (DRO1) ASPHALTIC SURFACE DRIVEWAY, 3-INCH |
| (CG03) CONCRETE CURB & GUTTER 18-INCH TYPE A | (DRO2) ASPHALTIC SURFACE DRIVEWAY, 4-INCH |
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| (CM01) CONCRETE MEDIAN SLOPED NOSE TYPE 1 | (DRO4) CONCRETE DRIVEWAY, 8-INCH |
| (CM02) CONCRETE MEDIAN SLOPED NOSE TYPE 2 | (SC01) SAWING ASPHALT |
| (CPO1) CONCRETE ROUNDABOUT TRUCK APRON 8-INCH, COLORED | (SC02) SAWING CONCRETE |

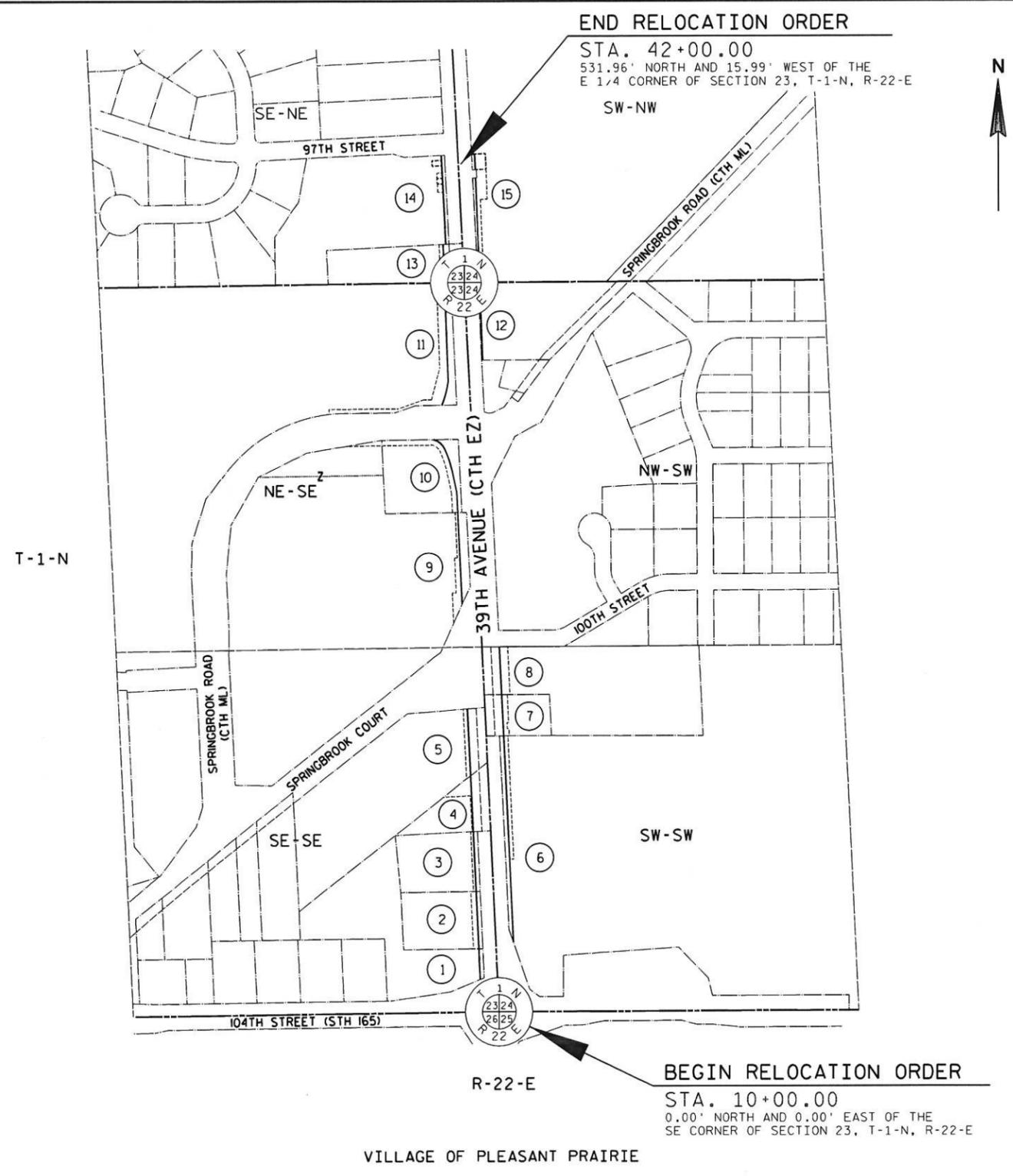
STA 112+00
SAWCUT & MATCH
EXISTING

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE.

PLAT LAYOUT

PARCEL NUMBER	SHEET NUMBER(S)	OWNER(S)	INTEREST REQUIRED	R/W NEW	ACRES EXISTING	ACRES REQUIRED TOTAL	PLE	TLE
1	4.03	STEVE ROVIK	FEE	0.038 AC	-----	0.038 AC	-----	-----
2	4.03	PRAIRIE PLACE, LLC	FEE/TLE	0.072 AC	-----	0.072 AC	-----	0.096 AC
3	4.03	PATRICK M. COOPER & SHARON M. COOPER	FEE/TLE	0.075 AC	-----	0.075 AC	-----	0.050 AC
4	4.03	ANNE R. QUIMBY, SOLE TRUSTEE OR HER SUCCESSORS IN TRUST UNDER THE ANNE QUIMBY LIVING TRUST, DATED NOVEMBER 3, 1999 AND ANY AMENDMENTS THERETO AND ANN R. HOLLIS; AS THEIR INTEREST MAY APPEAR	FEE/TLE	0.158 AC	0.181 AC	0.339 AC	-----	0.102 AC
5	4.03	PRAIRIE PLACE, LLC	FEE/TLE	0.171 AC	0.160 AC	0.331 AC	-----	0.086 AC
6	4.03	IRENE BRZOWSKI OR EUGENE BRZOWSKI, TRUSTEE, THE IRENE AND EUGENE BRZOWSKI TRUST	FEE/TLE	0.252 AC	-----	0.252 AC	-----	0.155 AC
7	4.03	ALICE M. VODAK	FEE/TLE	0.111 AC	0.114 AC	0.225 AC	-----	0.066 AC
8	4.03	ROBERT B. HOWARD & JULIE E. HOWARD	FEE/TLE	0.129 AC	0.133 AC	0.262 AC	-----	0.121 AC
9	4.04	PRAIRIE PLACE, LLC	FEE/TLE	0.223 AC	-----	0.223 AC	-----	0.188 AC
10	4.04	FIRST NATIONAL BANK OF KENOSHA	FEE/TLE	0.190 AC	-----	0.190 AC	-----	0.216 AC
11	4.04	PRAIRIE PLACE, LLC	FEE	0.291 AC	-----	0.291 AC	-----	0.474 AC
12	4.04	OLD OAKS, LLC	FEE/TLE	0.031 AC	-----	0.031 AC	-----	-----
13	4.05	STANICH & STANICH, LLC	FEE/TLE	0.074 AC	0.163 AC	0.237 AC	-----	0.048 AC
14	4.05	MEADOWDALE ESTATES HOMEOWNERS ASSOCIATION, INC.	FEE/PLE/TLE	0.090 AC	-----	0.090 AC	0.025 AC	0.023 AC
15	4.05	ARCHDIOCESE OF MILWAUKEE	FEE/PLE/TLE	0.089 AC	-----	0.089 AC	0.053 AC	0.202 AC
80	4.03, 4.04, 4.05	AT&T	ROR					
81	4.04, 4.05	WE ENERGIES - ELECTRIC	ROR					
82	4.04, 4.05	TIME WARNER CABLE	ROR					



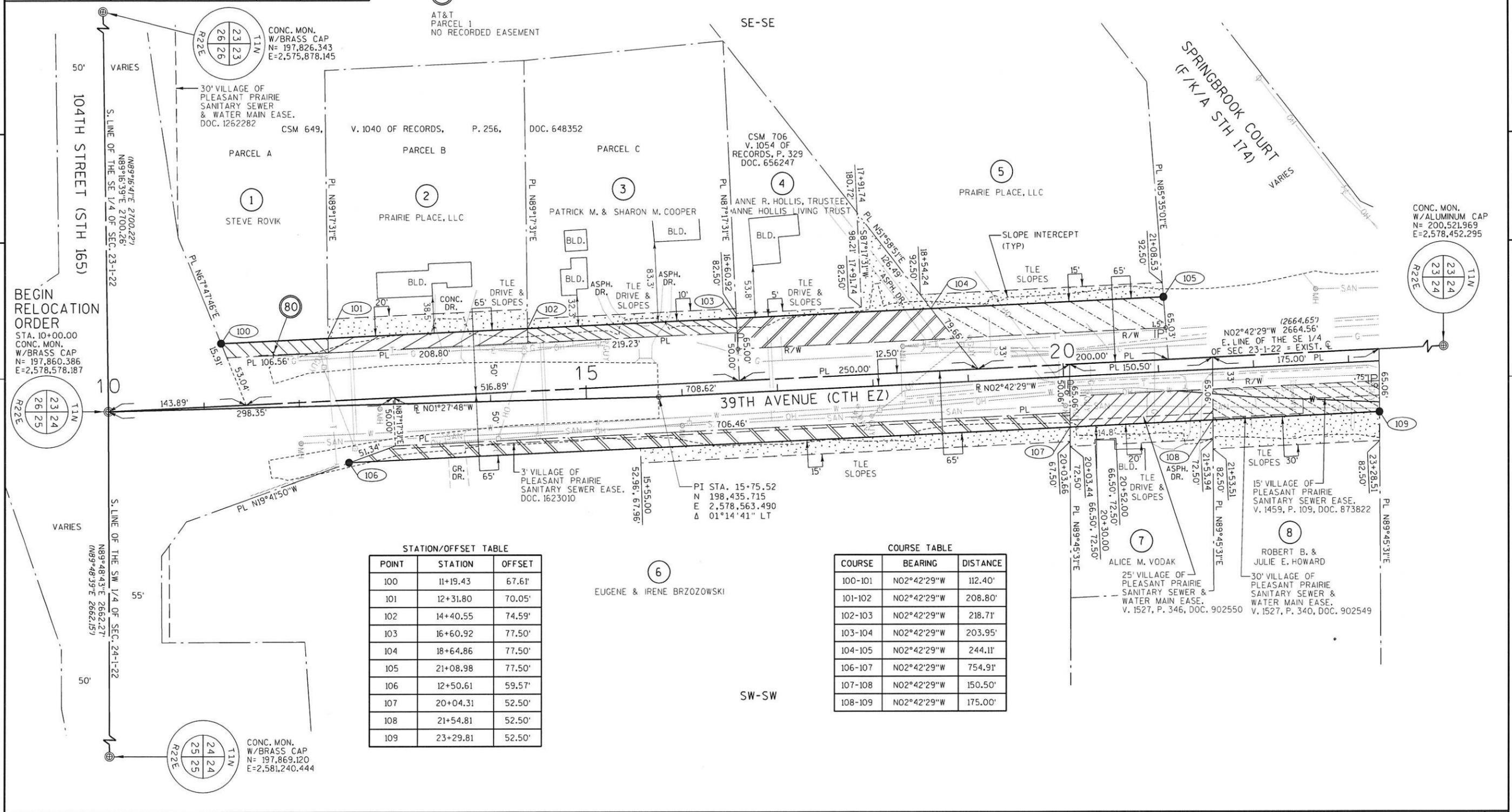
4

4

REVISION DATE	DATE: FEBRUARY 6, 2014	SCALE, FEET 0 500'	HWY: 39TH AVENUE (CTH EZ)	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.02
			COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

HIGHWAY	BASIS OF EXISTING R/W	YEAR	WIDTH
39TH AVENUE (CTH EZ)	STATE STATUTE 82.18		66'
39TH AVENUE (CTH EZ)	PROJECT 3994-1-13	1981	66'
39TH AVENUE (CTH EZ)	PROJECT 3738-06-20	2009	100' / 83'
104TH STREET (STH 165)	PROJECT 3738-06-20	2009	VARIES
SPRINGBROOK COURT (F/K/A STH 174)	PROJECT T0844(2)	1955	VARIES

VILLAGE OF PLEASANT PRAIRIE



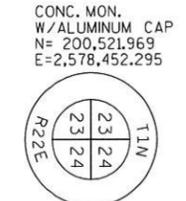
STATION/OFFSET TABLE

POINT	STATION	OFFSET
100	11+19.43	67.61'
101	12+31.80	70.05'
102	14+40.55	74.59'
103	16+60.92	77.50'
104	18+64.86	77.50'
105	21+08.98	77.50'
106	12+50.61	59.57'
107	20+04.31	52.50'
108	21+54.81	52.50'
109	23+29.81	52.50'

COURSE TABLE

COURSE	BEARING	DISTANCE
100-101	N02°42'29"W	112.40'
101-102	N02°42'29"W	208.80'
102-103	N02°42'29"W	218.71'
103-104	N02°42'29"W	203.95'
104-105	N02°42'29"W	244.11'
106-107	N02°42'29"W	754.91'
107-108	N02°42'29"W	150.50'
108-109	N02°42'29"W	175.00'

BEGIN RELOCATION ORDER
STA. 10+00.00
CONC. MON.
W/BRASS CAP
N= 197,860.386
E= 2,578,578.187



REVISION DATE	DATE: FEBRUARY 6, 2014	SCALE: FEET	HWY: 39TH AVENUE (CTH EZ)	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.03
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET

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

VILLAGE OF PLEASANT PRAIRIE



39TH AVENUE R CURVE DATA

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

SPRINGBROOK ROAD R CURVE DATA

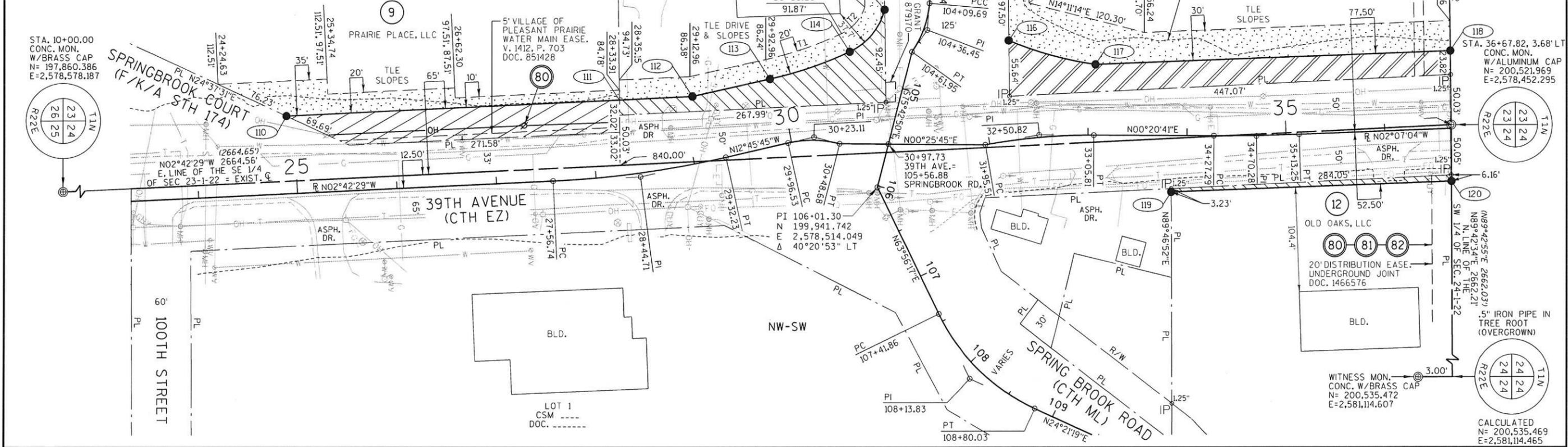
PI STA.	PI STA.	PI STA.	PI STA.
100+27.41	103+80.63	104+36.45	108+13.83
N 199,974.950	N 199,996.516	N 199,991.587	N 199,996.516
E 2,577,921.716	E 2,578,301.409	E 2,578,357.172	E 2,578,301.409
PC STA. 100+00.00	PC STA. 103+51.40	PCC STA. 104+09.69	PC STA. 107+41.86
PT STA. 100+54.73	PT STA. 104+09.69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

39TH AVENUE R/W CURVE DATA

STA.	STA.	STA.	T1	T2	T3
113-114	114-115	116-117	80.47'	36.35'	54.71'
L 84.83'	L 56.39'	L 91.34'	R 369.00'	R 44.00'	R 44.00'
R 389.00'	R 64.00'	R 364.50'	LCH 80.31'	LCH 35.32'	LCH 54.69'
LCH 84.66'	LCH 54.58'	LCH 91.10'	LCB N18°47'01"W	LCB N50°16'21"W	LCB S86°33'24"W

TLE CURVE DATA

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



80 AT&T PARCEL 9 NO RECORDED EASEMENT
AT&T PARCEL 11 V. 318, P. 539, DOC. 305936
AT&T PARCEL 12 DOC. 1466576

81 WE ENERGIES - ELECTRIC PARCEL 11 V. 318, P. 539, DOC. 305936
WE ENERGIES - ELECTRIC PARCEL 12 DOC. 1466576

82 TIME WARNER CABLE PARCEL 12 DOC. 1466576

STATION/OFFSET TABLE

POINT	STATION	OFFSET
110	24+92.35	77.50'
111	28+32.70	74.84'
112	29+11.45	66.36'
113	29+92.88	66.24'
114	18+64.86	77.50'
115	104+28.10	43.41'
116	104+25.87	85.58'
117	33+07.14	70.56'
118	36+69.62	77.50'
119	33+84.43	56.24'
120	36+66.02	52.50'

COURSE TABLE

COURSE	BEARING	DISTANCE
110-111	N02°42'29"W	334.61'
111-112	N02°42'29"W	73.66'
112-113	N12°32'12"W	80.05'
117-118	N02°07'04"W	203.95'
119-120	N02°07'04"W	283.86'

CONC. MON. W/BRASS CAP N=200,488,232 E=2,575,757.424

STA. 36+67.82, 3.68' LT CONC. MON. W/ALUMINUM CAP N=200,521,969 E=2,578,452.295

WITNESS MON. CONC. W/BRASS CAP N=200,535,472 E=2,581,114.607

CALCULATED N=200,535,469 E=2,581,114.465

REVISION DATE	DATE: FEBRUARY 6, 2014	SCALE: FEET	HWY: 39TH AVENUE (CTH EZ)	STATE R/W PROJECT NUMBER: 3729-00-04	PLAT SHEET 4.04
	GRID FACTOR: 1.00001191		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER: 3729-00-74	PS&E SHEET E

**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES
RESOLUTION # 14-12**

**RESOLUTION TO PROVIDE AUTHORIZATION TO THE VILLAGE ADMINISTRATOR
TO TAKE ACTION ON BEHALF OF THE VILLAGE OF PLEASANT PRAIRIE FOR THE
ACQUISITION OF REAL PROPERTY FOR THE RECONSTRUCTION OF
39TH AVENUE (COUNTY TRUNK HIGHWAY EZ) AND SPRINGBROOK ROAD**

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

WHEREAS, Relocation Orders are necessary to properly secure the properties and property interests to be acquired fee simple and to further modify rights-of-way and utility easements all within the lands and interests delineated on the Plat of Right-of-Way for 39th Avenue and Springbrook Road reconstruction project.

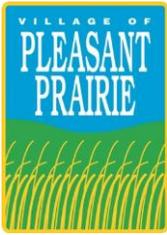
NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees of the Village of Pleasant Prairie that the Village Administrator is hereby authorized and directed to file Relocation Orders as necessary with the Kenosha County Clerk and that the Village Administrator is hereby authorized and directed to take such actions on behalf of the Village as are necessary or desirable to acquire the real properties and real property interests identified and delineated in the Relocation Orders that will be considered and adopted by the Village Board, as authorized by Section 66.1333 of Wisconsin Statutes.

Adopted this 5th day of May, 2014.

John P. Steinbrink
Village President

ATTEST:

Jane M. Romanowski
Village Clerk



TO: Mike Pollocoff/Village Administrator
CC: Jane Romanowski/Village Clerk
FROM: John Steinbrink/Public Works Director
DATE: April 29, 2014
SUBJ: Bid recommendation for North Restrooms in Prairie Springs Park

On April 29, 2014 sealed bids were opened and read aloud for contracts to construct a men's and women's restroom facility at the North ball fields in Prairie Springs Park. The Project was also bid with an alternate to build an 18 foot wide by 25 foot long open air pavilion. The restrooms will be generally located between North ball field number 2 and 3 on Park Drive in Prairie Springs Park with the same design structure as the South ball field restrooms. I have attached a detail site plan for your reference. The site is currently serviced with four rented port-o-lets. Softball and baseball games, practices or tournaments are scheduled on these athletic fields daily from early April until mid-November. Football is also played on these fields in September to November.

The project was divided into seven contracts. The attached bid tab details the responses for each contract. All responsive bidders have secured the proper bonding and have been prequalified as contractors to work on Village Projects

The 2014 budget for this project was \$110,000. An additional \$10,000 was budgeted to build a pavilion in picnic site #2 at Prairie Springs Park which can be allocated to this project. To keep the project close to budget, I am recommending the following:

Restroom building

Contract 1 Earthwork	-reject bids and complete with Village staff
Contract 2 Paving	-reject bids and have Village staff install a gravel path connecting the path around Prairie Springs Park Trail. The path can be paved with asphalt in the future
Contract 3 General Trades	-accept low bid – \$80,065 Riley Construction
Contract 4 Sheet Metal	-accept low bid - \$ 6,900 Vans Roofing
Contract 5 Painting	- have Village Park staff complete painting since no bids were received
Contract 6 Plumbing	-accept low bid - \$26,950 Southport Heating and Plumbing
Contract 7 Electrical	-reject bids and complete with Village staff

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

Connected open air pavilion

Contract 3 General Trades	-accept low bid – \$13,318 Riley Construction
Contract 4 Sheet Metal	-accept low bid - \$ 4,900 Vans Roofing

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

I recommend approval of the low bidders for contracts 3, 4, and 6 for \$113,915 to construct the restroom and approval of the low bidders for \$18,218 to construct an attached open air pavilion.



RestRooms

Future Pavillion

Extend new Path to Pavillion
From existing trail



0 10 20 30 Feet



Source: Village of Pleasant Prairie, WI

VILLAGE OF PLEASANT PRAIRIE PRAIRIE SPRINGS PARK - RESTROOM BUILDING

PLEASANT PRAIRIE, WI



PLUNKETT RAYSICH
ARCHITECTS, LLP

11000 west park place milwaukee, wisconsin 53224 t 414 359 3060
2310 crossroads drive suite 2000 madison, wisconsin 53718 t 608 240 9900
1613 fruitville road suite 3 sarasota, florida 34236 t 941 348 3618
intelligent designs. inspired results. | www.prarch.com

Sheet Index

Architectural

A200 PLANS, SECTIONS, ELEVATIONS & DETAILS

Project Information

Project Date: 31 MAR 14
PRA Project Number: 140076-01

Progress Set Completion
Project Phase
Project Phase Description

Applicable Codes and Zoning

Wisconsin enacted commercial building code 2012
Misc. occupancy, Group U (Park Pavilion)
Zoning: Village of Pleasant Prairie ordinances

Type of Construction

New Construction
Type of construction, unprotected, type VB - Non-Sprinklered

Building Area

New: 680 SQ FT

Parking Requirements

Existing to Remain

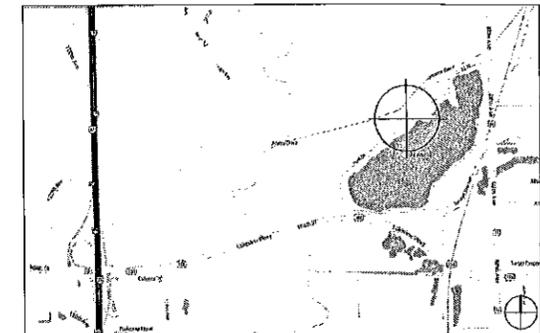
Sanitary Facilities Requirements

Existing to Remain

ADA Access Route

Entire Pavilion is ADA Handicap Accessible

Project Location



Project Team

Civil Engineer

Design Build - Not the responsibility of the architect of record

Plumbing

Design Build - Not the responsibility of the architect of record

HVAC

Design Build - Not the responsibility of the architect of record

Electrical

Design Build - Not the responsibility of the architect of record

SPECIAL NOTES:
1. ALL MECHANICAL AND ELECTRICAL EQUIPMENT SHALL BE CONTRACTOR. CONDUIT SHALL BE STEEL. FASTENERS SHALL BE GALVANNEAL. ALL COMPONENTS AND SUBASSEMBLIES SHALL BE DESIGNED TO ACCOMMODATE THE FOLLOWING:
2. TOILET PAPER HOLDER: MAY WEST 8000-3-R01, C/P/ROCKE BUNKER/TECHNOLOGY TISSUE DISPENSER
3. BRASS: ADA COMPLIANT OVERHEAD: OOR/CKA WASHROOM EQUIPMENT, INC. MODEL: NO 8-500
4. ACCURATE PHOTO/VIDEO COPY: ULTIMATE PAVILION STAINLESS STEEL CEILING MOUNTED PARTITION
PLUMBING:
1. PLUMBING SYSTEM DESIGNED BY CONTRACTOR.
2. GENERAL: ALL COMPONENTS AND SUBASSEMBLIES SHALL BE DESIGNED TO ACCOMMODATE THE FOLLOWING: MAINTENANCE, BE COMPATIBLE WITH CURRENT MAINTENANCE SPARE PARTS, AND SHALL BE LISTED IN A SPARE PARTS MAINTENANCE MANUAL (AND COPIES) DELIVERED IN WRITING IN CASE OF BUILDING.
A. STAINLESS STEEL WATER CLOSET
B. STAINLESS STEEL URINAL
C. URINAL URINALS
D. STAINLESS STEEL LIQUID SOAP DISPENSER
E. STAINLESS STEEL RECYCLIC RECYCLER
F. STAINLESS STEEL LAUNDRY
G. STAINLESS STEEL FOUNTAIN
H. SUPERCHARGED STAINLESS STEEL CO2 CARTRIDGE MODEL: MFB-11
I. UNDERCOUNTER GUARDS: PLUMBING SPECIALTY PRODUCTS, INC.
ELECTRICAL:
1. ELECTRICAL SYSTEMS DESIGNED BY CONTRACTOR.
HVAC:
1. HVAC SYSTEMS DESIGNED BY CONTRACTOR.

C:\PRA\140076-01\Project\140076-01-0000-01.dwg

3/28/2014 1:05:07 PM



Purchase Order

Fiscal Year 2014

Page 1 of 1

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

Purchase Order # **1401339-00**

OFFICE

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

RODZIK

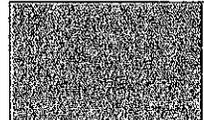
RILEY CONSTRUCTION CO
 5301 99TH AVE
 KENOSHA WI 53144

OFFICE

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
				2833		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/01/2014	2434				Parks		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	Contract 3 General Trades - Re						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Remember to give PO# when ordering.						
1	Contract 3 - General Trades - Restroom Building 40810000 - 500821			1.0	Each	\$80,065.000	\$80,065.00
2	Contract 3 General Trades - Connected Open Air Pavilion 40810000 - 500821			1.0	Each	\$13,318.000	\$13,318.00

By Michael Deery



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 # **1401344-00**

BILL TO

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

VENUE

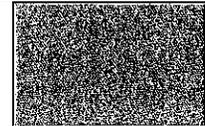
VAN'S ROOFING INC
 3901 13TH AVE
 KENOSHA WI 53140

SHIP TO

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
262-654-2176		262-654-3934		2836		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/01/2014	3037				Parks		
Item#	Description/Part No			Qty	UOM	Unit Price	Extended Price
	Contract 4 - Sheet Metal - Res						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Remember to give PO# when ordering.						
1	Contract 4 Sheet Metal - Restroom Building 40810000 - 500821			1.0	Each	\$6,900.000	\$6,900.00
2	Contract 4 - Sheet Metal - Connected Open Air Pavilion 40810000 - 500821			1.0	Each	\$4,900.000	\$4,900.00

By *Michael Deery*



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

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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

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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

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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.

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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.

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Purchase Order

Fiscal Year 2014

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS	
Purchase Order #	1401342-00

BILL TO

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

VENDOR

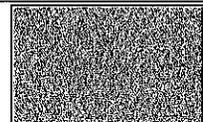
Southport Heating & Cooling
 6919 51st St
 Kenosha WI 53144

SHIP TO

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
				2837		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/01/2014	2710				Parks		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	Contract 6 Plumbing - Restroom Building			1.0	Each	\$26,950.000	\$26,950.00
Contract 6 Plumbing - Restroom The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering.							

By Michael Deery



VILLAGE OF PLEASANT PRAIRIE
Pleasant Prairie, WI 53158
Conditions Governing this Purchase Order

ENTIRE AGREEMENT

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Pleasant Prairie, WI 53158

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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.

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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.

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

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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 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 for 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

Consider the request of John Steinbrink on behalf of Steinbrink Limited Partnership, owners for a one (1) year time extension of the **Certified Survey Map, Easement Documents, Development Agreement and related documents** to subdivide a property generally located west of the Whittier Heights Subdivision and to relocate the detention facilities from Lot 58 of the Whittier Heights First Addition Subdivision and Lots 76 and 77 of the Whittier Heights Third Addition Subdivision.

Recommendation:

Village staff recommends that the Village Board grant a conditional one (1) year extension (until May 10, 2015) subject to compliance with the Village Staff Report of October 13, 2008. A copy of said conditions are on file with the Community Development Department. In addition, to compliance with the conditions stated above, the extension of the approval is subject to compliance with any additions, modifications or changes in Village, County, State or federal ordinances, polices or regulations that are in effect prior to the Certified Survey Map, Easement Documents, Development Agreement and related documents being considered by the Village Board.

VILLAGE STAFF REPORT OF MAY 5, 2014

Consider the request of John Steinbrink on behalf of Steinbrink Limited Partnership, owners for a one (1) year time extension of the **Certified Survey Map, Easement Documents, Development Agreement and related documents** to subdivide a property generally located west of the Whittier Heights Subdivision and to relocate the detention facilities from Lot 58 of the Whittier Heights First Addition Subdivision and Lots 76 and 77 of the Whittier Heights Third Addition Subdivision.

On October 13, 2008 the Plan Commission held a public hearing related to a Zoning Map Amendment and consideration of a Certified Survey Map, Easement Documents, an Amendment of Restrictions Development Agreement, and related documents for the proposed relocation of the 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 as proposed by the then current owner as Doug Stanich. The Plan Commission recommended that the Village Board approve the requests, provided that all conditions as specified during the October 13, 2008 Plan Commission meeting are satisfied prior to May 10, 2009.

On March 2, 2009 the Village granted an extension (to expire May 10, 2010) for the Village Board to consider the Zoning Map Amendment, Certified Survey Map, Easement Documents, Amendment of Restrictions Development Agreement, and related documents for the proposed relocation of the detention facilities in the Whittier Heights Subdivision.

On May 3, 2010 the Village Board approved a two (2) year extension and again on May 7 2012 the Village Board approved another two (2) year extension for the Village Board to consider the Certified Survey Map, Easement Documents, Development Agreement and related documents for the proposed relocation of the detention facilities in the Whittier Heights Subdivision (to expire May 10, 2014) subject to compliance with the Village Staff Report of October 13, 2008 and any Village Ordinance Amendments approved between October 2008 and May 2012.

At this time, the new owner is requesting a one (1) year extension (until May 10, 2015) for the Village Board to consider Easement Documents, Development Agreement and related documents for the proposed relocation of the detention facilities in the Whittier Heights Subdivision.

Village staff recommends that the Village Board grant a conditional one (1) year extension (until May 10, 2015) subject to compliance with the Village Staff Report of October 13, 2008. A copy of said conditions are on file with the Community Development Department. In addition, to compliance with the conditions stated above, the extension of the approval is subject to compliance with any additions, modifications or changes in Village, County, State or federal ordinances, polices or regulations that are in effect prior to the Certified Survey Map, Easement Documents, Development Agreement and related documents being considered by the Village Board.

RECEIVED
APR 29 2014
Village of Pleasant Prairie

April 29, 2014

Jean Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

I am requesting a one year time extension for the Village Board to consider the Certified Survey Map, Easement Documents, Development Agreement and related documents to subdivide a property generally located west of the Whittier Heights Subdivision and to relocate the detention facilities from Lot 58 of the Whittier Heights First Addition Subdivision and Lots 76 and 77 of the Whittier Heights Third Addition Subdivision.

Enclosed please find the application fee of \$50 to process this request.

Sincerely

A handwritten signature in black ink, appearing to read "John P. Steinbrink". The signature is written in a cursive style with a large initial "J" and "S".

John P. Steinbrink
Steinbrink Limited Partnership

MEMORANDUM

To: Village Board of Trustees
From: John P. Steinbrink Sr.
Village President
Date: April 30, 2014
Re: Commission Appointments

I recommend the following appointments to the committees for the terms listed below:

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

Board of Appeals

David Hildreth*

Term – May 1, 2015

Mark Riley

Term – May 1, 2017

Tom Glassman

Term – May 1, 2017

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

* * * * *



Office of the Village Clerk
Jane M. Romanowski

MEMORANDUM

Date: April 29, 2014
To: Village Board of Trustees
From: Jane M. Romanowski, Village Clerk
Re: Olive Garden Liquor License Agent Change

GMRI, Inc., d/b/a the Olive Garden has submitted a request to change the agent who holds the Class "B" Combination Liquor for the restaurant located at 10110 77th Street. The corporation has requested that Amy Lamb be appointed as the successor agent. The corporation and the agent have met all requirements in submitting this request, and Chief Smetana has completed the police check with respect to Ms. Lamb.

I recommend approval of Amy Lamb as successor agent for the Olive Garden liquor license.

* * * * *

**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS
Period Ending: April 29, 2014**

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

NAME OF APPLICANT

LICENSE TERM

1. Alyssa M. Peterson

thru June 30, 2016

Jane M. Romanowski
Village Clerk