

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
September 15, 2014
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – September 2, 2014
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. New Business
 - A. Consider award of contracts for various construction specialties for Fire Station No. 1.
 - B. Consider a Professional Construction Engineering Services Agreement for the Village Green Heights Subdivision Stage 3 Surface Course Paving project.
 - C. Consider purchasing permit and planning application management system software for the Community Development, Inspection and Engineering Departments.
 - D. Consider the 2014-2015 Agreement between the Village and the Pleasant Prairie Professional Firefighter's Association Local 3785.
 - E. Consider approval of WE Energies Distribution Easement for Underground utilities.
 - F. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.)

Village Board Meeting
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- 1) Approve Operator License Applications on file.
- 2) Approve Letter of Credit Reduction for the Ashbury Creek Development.

8. Village Board Comments
9. Enter into Executive Session pursuant to Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
10. Return to Open Session and 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
September 2, 2014
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Tuesday, September 2, 2014. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Dave Smetana, Police Chief; Doug McElmury; Fire & Rescue Chief; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director and Jane M. Romanowski, Village Clerk. No citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - AUGUST 18, 2014**

Steve Kumorkiewicz:

Move to approve.

Clyde Allen:

Second.

John Steinbrink:

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

**KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE AUGUST 18, 2014
VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY
ALLEN; MOTION CARRIED 5-0.**

- 5. CITIZEN COMMENTS**

John Steinbrink:

Anybody wishing to speak under citizens' comments? Hearing none I'll close citizens' comments.

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6. ADMINISTRATOR'S REPORT

Tom Shircel:

I have nothing this evening, Mr. President.

7. NEW BUSINESS

- A. Receive Plan Commission recommendation and consider the Assignment of a Development Agreement originally entered into between the Village and King's Cove, LLC in April 2006 so the development can be completed by Thomas Interests, Inc.**

Michael Serpe:

Should we be taking A through E, Mr. President?

Jean Werbie-Harris:

Yes, please. We can go all the way A through E if you'd like for one presentation.

SERPE MOVED TO CONSIDER NEW BUSINESS ITEMS A-E IN ONE PRESENTATION BUT WITH SEPARATE ACTION; SECONDED BY ALLEN; MOTION CARRIED 5-0.

- B. Receive Plan Commission recommendation and consider a Lot Line Adjustment including a revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision.**
- C. Receive Plan Commission recommendation and consider Final Plat Amendments to the Kings Cove Subdivision related to access restrictions, vacation of 115th Street, amendments to the Dedication and Easement Provisions and Restrictive Covenants on the Final Plat.**
- D. Receive Plan Commission recommendation and consider the First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision.**
- E. Consider Resolution #14-26 for the acceptance of a portion of First and Second Phase Public Improvements for the Kings Cove Subdivision.**

Jean Werbie-Harris:

Mr. President and members of the Board and the audience, we have five different items on the agenda this evening related to the King's Cove development. This is a project that's generally located north of 116th Street at 18th Avenue in Pleasant Prairie. The King's Cove Subdivision was platted by King's Cove LLC in 2006. The required subdivision improvements pursuant to

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the development agreement have not yet been completed. And lots 1, 3, 4, 5, 6, 7, 8, 10 and 11 were transferred by a Sheriff's deed to the Bank of Kenosha in 2011.

The Village had been working with the bank for several years related to completing the public improvements for this development and making modifications to the grading of some of the lots as a result of the recent floodplain study done for the Tobin Creek area. The bank received approval on October 15, 2012 by the Village Board to discontinue a portion of 115th Street within the King's Cove Subdivision west of 18th Avenue. It was designated as a public right of way, but this area was never specifically constructed.

In addition, municipal sanitary sewer, water and storm sewer infrastructure were never constructed in the road right of way. And based on the environmental floodplain restrictions of the land within and adjacent to the 115th Street right of way it was unlikely that development could ever occur to the west. So for that reason that segment of 115th Street as shown, it's a little light, on the slide that area has been vacated.

So at this time lots 1, 3, 4, 5, 6, 7, 8, 10 and 11 of the King's Cove Subdivision have been purchased by Thomas Interests, Inc., who is intending to complete the remaining public improvements and make some modifications to the grading of the lots as a result of this floodplain study. In addition, 115th Street since it was vacated half of the street went towards Lot 3 and half towards Lot 4, and we'll be discussing that as well.

The completion of both private and public improvements and modifications requested require the Village's approval of an assignment of development agreement, amendments to the final plat, amendments to the declaration of restrictions, covenants and easements, a lot line adjustment and a revised grading plan for lots 3, 4 and 5 of the King's Cove Subdivision.

With respect to the assignment of development agreement the attached assignment that you have copies of need to be finalized and executed prior to commencing any improvements on the lot. The new owner which is Thomas Interests and the developer for King's Cove Subdivision will be financially responsible to complete the outstanding improvements for the subdivision. Cash on deposit or a letter of credit, a supplemental one, will be provided to the Village to secure that those improvements will be completed. Again, there's a portion of cash that's on deposit with the Village, but it's not enough to complete the development. So for that reason we do need supplemental funds to be provided by Thomas Interests.

Some of the improvements pursuant to the development agreement that are included in the assignment to be completed include the final lift of asphalt on the public road which includes the removal and repair of some curb and gutter and asphalt, interim inlet adjustment, base patching, adjusting manholes and installing chimney seals, adjusting water valves, milling the existing curb line and the asphalt ramp, installing street trees, abandoning and capping sewer and water stubs for that area that we vacated, televising and lot certifications.

With respect to the revised grading plan and the lot line adjustment this is an area that -- I'll skip ahead on this -- the lot line adjustment, again, affects lots 3 and 4. There will be 20,551 square

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feet with 157 feet of frontage. Lot 5 is 19,548 with 142.81 feet of frontage. Again, we're just doing some slight adjustments of the lot as a result of that vacation.

And as part of that vacation we also need to do some revised grading. The revised grading plan as prepared by Nielsen, Madsen and Barber shows that we are doing some grading on these lots that are on the west side of 18th Avenue to make sure that none of these lots are impacted by the 100 year floodplain. Again, the very rear of their property that's located within a future easement area or an easement as part of the amended plat will be where that floodplain is contained. We wanted to make sure that all of these lots along this west side continue to be buildable.

With respect to the final plat amendments, again by adjusting these lots, by adjusting some of the grading and by adjusting some of the things with respect to the vacation we did need to amend the final plat. And as a part of amending the final plat what we needed to do is correct some of the dedication and easement language on that plat and to correct some language with respect to the sizes of lots and obligations. So we've made those changes as well.

One other area that we've talked about, and again this was all presented before the Plan Commission as part of a public hearing, is that we needed to do some modifications to the declaration of restrictions, covenants and easements. And, again, this had to do with new easements being identified, some declarations being amended. We adjusted some of the minimum home sizes a little bit. And we just made it so that all of the declarations were consistent with respect to what was contained on the final plat.

So all of these documents are before you. We have gone through everything with the new developer, Mr. Thomas, and he's here in the audience if you have any questions. Again, the intent is this is a subdivision that kind of went defunct, and after the recession and this developer and builder has picked up this development, and is willing to continue and complete the process to get the remaining lots constructed in this particular subdivision. If there are any questions I'd be happy to answer them. If not the developer is in the audience.

The resolution is also before you. Just to clarify the purpose of that, the resolution is a document that typically when a phase or a classification of improvements have been completed, for example phase 1, phase 2, we typically adopt a resolution accepting those public improvements. So this resolution is a little bit longer because it says we are accepting all the phase 1 which is the underground improvements and the phase 2 which is that gravel road and then that first lift of asphalt but with some exceptions based on the base patching and the curb and gutter repair that need to be done and some of the stubs that need to be abandoned for the sewer and the water, things like that. So we are looking also to accept phase 1, phase 2 for King's Cove based on the comments and the information within the resolution.

Michael Serpe:

Jean, it's been a while since we discussed this, but the gentleman that lives on the corner on 116th, and he's just west I think of this development --

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Jean Werbie-Harris:

Okay, there's an existing house right here that Quinton Ackerman renovated, and then there's another gentleman who lives right here. Is that the one we're talking about?

Michael Serpe:

Yeah. There was concern the last time we talked about this. Has that all been resolved?

Jean Werbie-Harris:

Sure. And one of the primary concerns he had was what was going to happen with the extension of 115th Street. And since the floodplain study came out and there just seems to be a lot of floodplain in this particular area, his concern is that he's likely never going to develop. Well, now because of the existence of the 100 year floodplain he probably won't be developing back there, and so this road has obviously been abandoned by the Village Board. And then that land has been attached on either side. That was his primary concern as to how that would impact him from a grading and drainage and future development standpoint, and now it's no longer an issue.

Michael Serpe:

Okay, is that gentleman still living there?

Jean Werbie-Harris:

To the best of my knowledge. I mean I have not contacted him since the Plan Commission meeting when we sent notification and no one attended the public hearing.

Steve Kumorkiewicz:

One question. Jean, in 15th Avenue in the west side about half way is a problem with the gutter. That's going to be repaired because it's low. And when you go buy over there if you're not careful --

Jean Werbie-Harris:

15th Street?

Steve Kumorkiewicz:

15th Avenue.

Jean Werbie-Harris:

Because the Village engineers have gone out and have marked the pavement as well as the curb and gutter for those areas that we know need to be repaired. When it's time for that final lift of

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asphalt they will go out again. But I'm sure those areas have been identified, and maybe Mike Spence would like to add to that.

Mike Spence:

Right. That's the type of thing that we would address when they do the final paving. We go out there and we look at the condition of the curbs, the condition of the asphalt, and we televise the storm sewer. So all that would be taken care of at the time of the final surface layer of asphalt.

Steve Kumorkiewicz:

Okay, thank you.

Jean Werbie-Harris:

So the staff would recommend approval of all five items on the agenda subject to all the comments and conditions as outlined in the staff memorandum, the assignment as well as the resolution.

John Steinbrink:

Clyde?

Clyde Allen:

Thank you. Mr. Thomas, just I want to make sure that you are aware of all the changes and all the agreements and you agree to all of them.

John Steinbrink:

Just give us your name and address for the record.

Gary Thomas:

My name is Gary Thomas; I'm secretary/treasurer of Thomas Interests, Inc. My brother is the president, Terrence Thomas. We bought this property from the FDIC in December and have been working with Jean ever since on the requirements to complete this subdivision. And we've gone through them all. She's given me that good faith estimate of all these things that still need to be done. We have a contract with Wanasek to cap the sewer and water that used to be stubbed out in 115th. So as soon as this is approved we'll get them started on getting the capping of that done.

The remainder to my understanding is complete when 75 percent of the homes are built in the subdivision. So I'll be building six homes sooner rather than later, and we'll get the rest of this stuff taken care of, the curb and gutter patched and the street trees planted and so on.

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Clyde Allen:

Thank you.

John Steinbrink:

Any other questions or comments?

Michael Serpe:

John, I'd move approval of assignment of a development agreement.

Clyde Allen:

Second.

John Steinbrink:

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

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION
RECOMMENDATION AND APPROVE THE ASSIGNMENT OF A DEVELOPMENT
AGREEMENT ORIGINALLY ENTERED INTO BETWEEN THE VILLAGE AND KING'S
COVE, LLC IN APRIL 2006 SO THE DEVELOPMENT CAN BE COMPLETED BY THOMAS
INTERESTS, INC.; SECONDED BY ALLEN; MOTION CARRIED 5-0.**

Clyde Allen:

Make a motion to approve the lot line adjustment.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike for approval of the lot line adjustments of lots 3, 4 and 5 in the King's Cove Subdivision. Jean, when that line is moved is that going to make those lots more equal then? Because right now you look at if it's divided equally between the two lots it makes the bigger lots even bigger and doesn't really address the smaller lots.

Jean Werbie-Harris:

Right, 3 and 4 they each received an additional 33 feet. So those are the two that have gotten wider.

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Gary Thomas:

Actually they [inaudible] all three.

Jean Werbie-Harris:

Lot 5, that's correct. We adjusted all 3, that's correct.

Gary Thomas:

They gave 3 I think a third, they gave two thirds to 4, and then some of 4 went to 5 so they're real similar in size.

Jean Werbie-Harris:

Right, but the lots across the street are the original size.

John Steinbrink:

And all the sewer laterals still line up close enough?

Jean Werbie-Harris:

Yes, we just have to deal with the abandonment of the two.

John Steinbrink:

We have a motion, we have a second. Any further discussion?

ALLEN MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A LOT LINE ADJUSTMENT INCLUDING A REVISED GRADING PLAN FOR LOTS 3, 4 AND 5 OF THE KING'S COVE SUBDIVISION; SECONDED BY SERPE; MOTION CARRIED 5-0.

Kris Keckler:

Move to accept final plat amendments as outlined.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Any discussion on Item C?

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KECKLER MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE FINAL PLAT AMENDMENTS TO THE KINGS COVE SUBDIVISION RELATED TO ACCESS RESTRICTIONS, VACATION OF 115TH STREET, AMENDMENTS TO THE DEDICATION AND EASEMENT PROVISIONS AND RESTRICTIVE COVENANTS ON THE FINAL PLAT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

John Steinbrink:

That brings us to Item D.

Steve Kumorkiewicz:

Move to approve.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris for approval of Item D. Any discussion?

KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE THE FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR THE KING'S COVE SUBDIVISION; SECONDED BY KECKLER; MOTION CARRIED 5-0/

John Steinbrink:

Item E, Resolution 14-26.

Clyde Allen:

Motion to approve Resolution 14-26.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike for adoption of Resolution 14-26. Any discussion on this item?

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ALLEN MOVED TO ADOPT RESOLUTION #14-26 FOR THE ACCEPTANCE OF A PORTION OF FIRST AND SECOND PHASE PUBLIC IMPROVEMENTS FOR THE KINGS COVE SUBDIVISION; SECONDED BY SERPE; MOTION CARRIED 3-0.

Michael Serpe:

Can I ask a question? Jean, this is the first subdivision that has come forward in quite some time. And is it safe to say we're running out of lots a little bit. Do we have more coming forward in the near future hopefully?

Jean Werbie-Harris:

I have two very small additions to existing subdivision, but not any brand new subdivisions. So I have some additions to two that I'm working with right now. One that would probably bring about 29 lots and one that would bring 7, that's it.

F. Consider appointment of an alternate member to the Plan Commission.

Tom Shircel:

Thank you, Mr. President, and Village Trustees. Before you tonight for consideration is an appointment to the Plan Commission. It's for Alternate #2. Earlier this year Andrea Rode had resigned, and she's relocating to another state. So it's recommended that Ms. Debra Skarda be appointed as Alternate #2, and her term would last until May 1, 2015.

Steve Kumorkiewicz:

Move to approve.

Michael Serpe:

I'll second that.

John Steinbrink:

Motion by Steve, second by Mike. Any discussion on the item? Ms. Skarda is going to be a good fit to the Planning Commission. Very knowledgeable about the Village, and we interviewed her earlier for positions, and she's going to be a big asset to the community.

KUMORKIEWICZ MOVED TO APPROVE THE APPOINTMENT OF DEBRA SKARDA AS AN ALTERNATE MEMBER TO THE PLAN COMMISSION TO FULFILL THE TERM OF ANDREA RODE TO MAY 1, 2015; SECONDED BY SERPE; MOTION CARRIED 5-0.

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G. Consider Operator License Applications on file.

Jane Romanowski:

There's three applications tonight, and I would recommend approval of all three. They meet the qualifications by ordinance.

Steve Kumorkiewicz:

Move to approve.

Clyde Allen:

Second.

John Steinbrink:

Motion by Steve, second by Clyde for adoption or approval. Any discussion on the three applications?

Kris Keckler:

I just had one clarification question on the last page of the application. Jane, there's a memo regarding the John Melcher application, or a notice that it was ended but continued. I'm sorry, Vesna wrote it. It's just that it was re-approved, but it was just a notice that it had expired. Do you know what I'm talking about?

Jane Romanowski:

No, I don't have it with me. It's on my desk. What was her note exactly?

Kris Keckler:

The Village issued John Melcher an operator's license which expired June 30th, and if you have questions. I remember approving this. I just didn't know if it overlapped in the time line or if there is an issue with the license.

Jane Romanowski:

Chances are he didn't renew and so she just did a little memo to that effect. I think I remember seeing that going through it, but I left that information on my desk. Sorry about that.

Kris Keckler:

That's alright, it was just part of the packet and I was just looking for clarification.

Village Board Meeting
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Jane Romanowski:

I remember seeing the note now. So she was just making sure you knew that everything was on the up and up on that one.

Kris Keckler:

Okay, thanks.

John Steinbrink:

We have a motion and a second.

KUMORKIEWICZ MOVED TO APPROVE THE OPERATOR LICENSES FOR GISELLA CARACCILO; NICHOLAS MARCHAL AND MICHELLE WALKER; SECONDED BY ALLEN; MOTION CARRIED 5-0.

8. VILLAGE BOARD COMMENTS – None.

9. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY ALLEN; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:25 P.M.

MEMORANDUM

DATE: September 12, 2014

TO: Tom Shircel, Village of Pleasant Prairie

FROM: Christopher Siefert, Riley Construction Company, Inc.

COPIES TO: Mike Pollocoff, Village of Pleasant Prairie
Dave Riley, Riley Construction Company, Inc.
Michael Swann, Riley Construction Company, Inc.
Scott Kramer, Plunkett Raysich Architects, LLP

RE: Fire Station #1 and Village Hall Renovations
Village of Pleasant Prairie
Summary, Results, Analysis, and Recommendations
Re-Bid Opening, Thursday, September 11, 2014 @ 2:10pm

SUMMARY

An advanced notice via email and phone calls that the Project was going to be published for re-bid was issued to the Subcontracting community on Friday, August 15, 2014. All of the applicable current Pre-Qualified Subcontractors with the Village of Pleasant Prairie were notified along with additional Subcontractors for each Contract.

The Project Documents were published to the Subcontracting community on Monday, August 18, 2014 by Riley Construction Company, Inc. The Documents were published through a website service specifically designed for the Construction Industry and the Bidding Process. All of the applicable current Pre-Qualified Subcontractors with the Village of Pleasant Prairie were solicited along with additional Subcontractors for each Contract.

A Public Notice regarding the Project was published in the Kenosha News on Monday August 25, 2014, Monday, September 01, 2104, and Monday, September 08, 2014.

Riley Construction Company, Inc. called and reached out to all solicited and known interested subcontractors numerous times via phone calls and emails throughout the bidding period.

The re-bids for the Fire Station #1 were received on Thursday, September 11, 2014 by 2:00pm at the Village Hall. The bids were publicly opened and read aloud by the Village Executive Assistant, Vesna Savic, at 2:10pm in the Municipal Auditorium.

RESULTS

Subsequently, Riley Construction Company, Inc. has reviewed and tabulated all the bids received and the initial result is a projected project cost of Four Million Five Hundred Forty-Six Thousand Two Hundred Ninety-Four Dollars (\$4,546,294). Based on the current project budge of Four Million Five Hundred Sixteen Thousand Eight Hundred Fifty-Eight Dollars (\$4,516,858), the project is over budget by Twenty-Eight Thousand Nine Hundred Eighty-Two Dollars (\$29,436) or approximately 0.65%. A total of Twenty-Seven Re-Bids (27) were received.

ANALYSIS

Generally, the bid coverage was low for Contracts #1.09 – Roofing & Sheet Metal & Metal Panels; Contract #1.12 – Light Gage Framing & Gypsum Board; Contract #1.13 – Tile Flooring; and Contract #1.16 – Carpet & Resilient Flooring. Some of the explanation for the low bid coverage includes:

- The bidding climate is still extremely active and busy at the moment and Subcontractors were not able to submit a bid proposal by the deadline.
- The nature of the public bidding process (sealed bids) exacerbated the time issue above; therefore, Subcontractors declined to bid.
- The prequalification process and requirement to be submitted prior to bid (even though this was relaxed at the last minute) exacerbated the time issue above; therefore, Subcontractors declined to bid.
- Subcontractors are busy with their current back log of work through the projected project schedule and therefore declined to submit a bid because they would have difficulty assigning the appropriate resources to the project. This also applied to two of the previous bidders; Langer Roofing and Pieper Electric.

In regards to the minor bid overage, the general explanation(s) includes:

- Due to the nature of the budgeting and competitive bidding process, the minor amount is normal and customary.
- The minor amount is well within industry expectations.

RECOMMENDATIONS

Given the current bid results, Riley Construction Company, Inc. has the following recommendation for consideration.

1. **RECOMMENDATION FOR AWARD**

- a. Accept the re-bids for the Fire Station #1 for the following Contracts contingent upon Village Board Approval on Monday, September 15, 2014. These include:
- | | |
|---|-----------------------|
| i. Contract 1.00 – General Conditions & Staffing | \$10,000 (additional) |
| ii. Contract 1.05 – Masonry | \$639,827 |
| iii. Contract 1.09 – Roofing & Sheet Metal & Metal Panels | \$457,245 |
| iv. Contract 1.10 – Overhead Doors | \$46,274 |
| v. Contract 1.12 – Lt. Gage Framing, Trusses, & Gyp. Bd. | \$356,800 |
| vi. Contract 1.13 – Tile Flooring | \$62,900 |
| vii. Contract 1.14 – Acoustical Ceilings | \$14,470 |
| viii. Contract 1.15 – Resinous (Epoxy) Flooring | \$48,518 |
| ix. Contract 1.16 – Carpeting & Resilient Flooring | \$23,438 |
| x. Contract 1.17 – Painting & Coatings | \$44,968 |
| xi. <u>Contract 1.21 – Electrical & Low-Voltage</u> | <u>\$452,542</u> |
| xii. Subtotal | \$2,156,982 |
| xiii. <u>Contingency (2.5%)</u> | <u>\$53,925</u> |
| xiv. Subtotal | \$2,210,907 |
| xv. <u>General Liability Insurance (0.75%)</u> | <u>\$16,582</u> |
| xvi. Subtotal | \$2,227,488 |
| xvii. Construction Management Fee (2.0%) | \$44,550 |
| xviii. <u>Preconstruction Services Fee (0.33%)</u> | <u>\$7,351</u> |
| xix. Subtotal | \$2,279,389 |
| xx. <u>Performance Bond – Overall</u> | <u>\$18,835</u> |
| xxi. TOTAL | \$2,298,223 |

- | | |
|---|--------------------|
| 2. ADD: Previously Accepted Contracts | 2,359,043 |
| 3. <u>LESS: Accepted VE (Previously Accepted Contracts)</u> | <u>(110,973)</u> |
| 4. Projected Project Cost | \$4,546,294 |

Encl.: VOPP Fire Station #1 Bid Tabulation Summary, Dated 09/12/14

**Village of Pleasant Prairie
Fire Station No. 1 & Village Hall Renovation
Pleasant Prairie, WI**

**Bid Tabulation Summary
September 12, 2014**

Contract #	Description	Contractor	FS#1 AWARD RECOMMENDATIONS - 07/15/14	FS#1 AWARD RECOMMENDATIONS - 09/11/14	FS#1 ACCEPTED VE - 08/12/14	PROPOSED GMP Amount - 07/09/14 & 09/11/14 Bid Openings	Schematic Budget Fire Station - 04/14/14	Variance (Over / (Under))
1.00	General Conditions & Staffing	Riley Construction Company, Inc.	\$ 261,545	\$ 10,000	\$ -	\$ 271,545	\$ 261,545	\$ 10,000
1.01	Selective Demolition		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.02	Excavation	DK Contractors, Inc.	\$ 78,555	\$ -	\$ -	\$ 78,555	\$ 53,281	\$ 25,274
1.03	Cast-In-Place Concrete	Riley Construction Company, Inc.	\$ 263,921	\$ -	\$ (12,998)	\$ 250,923	\$ 189,064	\$ 61,859
1.04	Precast Concrete	Mid-States Concrete Products, Inc.	\$ 21,374	\$ -	\$ -	\$ 21,374	\$ 23,592	\$ (2,218)
1.05	Masonry	Riley Construction Company, Inc.	\$ 120,822	\$ 639,827	\$ -	\$ 760,649	\$ 698,195	\$ 62,454
1.06	Structural Steel & Miscellaneous Metals	Cardinal Fabricating Corp.	\$ 315,000	\$ -	\$ (5,800)	\$ 309,200	\$ 325,000	\$ (15,800)
1.07	General Trades	Riley Construction Company, Inc.	\$ 250,318	\$ -	\$ (7,013)	\$ 243,305	\$ 325,957	\$ (82,652)
1.08	Not Used		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.09	Roofing & Sheet Metal & Metal Panels	Nations Roof North	\$ -	\$ 457,245	\$ -	\$ 457,245	\$ 411,612	\$ 45,633
1.10	Overhead Doors	A&R Door Service, Inc.	\$ -	\$ 46,274	\$ -	\$ 46,274	\$ 122,701	\$ (76,427)
1.11	Aluminum Storefront, Windows, & Glazing	Milwaukee Plate Glass	\$ 109,693	\$ -	\$ (14,208)	\$ 95,485	\$ 120,469	\$ (24,984)
1.12	Lt. Gage Framing, Lt. Gage Trusses, Insulation, & Gyp. Bd.	Common Links Construction	\$ -	\$ 356,800	\$ -	\$ 356,800	\$ 240,671	\$ 116,129
1.13	Tile Flooring	Resch's Tile, Inc.	\$ -	\$ 62,900	\$ -	\$ 62,900	\$ 60,125	\$ 2,775
1.14	Acoustical Ceilings	Quality Ceilings Inc.	\$ -	\$ 14,470	\$ -	\$ 14,470	\$ 12,958	\$ 1,512
1.15	Resinous (Epoxy) Flooring	Protective Coating Specialists	\$ -	\$ 48,518	\$ -	\$ 48,518	\$ 38,900	\$ 9,618
1.16	Carpeting & Resilient Flooring	Lippert Tile	\$ -	\$ 23,438	\$ -	\$ 23,438	\$ 24,938	\$ (1,500)
1.17	Painting & Coatings	Wall-Tech, Inc.	\$ -	\$ 44,968	\$ -	\$ 44,968	\$ 52,909	\$ (7,941)
1.18	Fire Protection	United States Alliance Fire Protection, Inc.	\$ 57,986	\$ -	\$ (550)	\$ 57,436	\$ 44,750	\$ 12,686
1.19	Plumbing	Southport Heating, Plumbing and Geothermal	\$ 221,000	\$ -	\$ (46,180)	\$ 174,820	\$ 214,800	\$ (39,980)
1.20	Mechanical	Southport Heating, Plumbing and Geothermal	\$ 513,850	\$ -	\$ (17,404)	\$ 496,446	\$ 482,550	\$ 13,896
1.21	Electrical & Low-Voltage	Wil-Surge Electric, Inc.	\$ -	\$ 452,542	\$ -	\$ 452,542	\$ 352,701	\$ 99,841
	SUBTOTAL		\$ 2,214,064	\$ 2,156,982	\$ (104,153)	\$ 4,266,894	\$ 4,056,718	\$ 210,176
	Contingency (2.5%)		\$ 55,352	\$ 53,925	\$ (2,604)	\$ 106,672	\$ 293,424	\$ (186,752)
	SUBTOTAL		\$ 2,269,416	\$ 2,210,907	\$ (106,756)	\$ 4,373,566	\$ 4,350,142	\$ 23,424
	General Liability Insurance (0.75%)		\$ 17,021	\$ 16,582	\$ (801)	\$ 32,802	\$ 32,473	\$ 329
	SUBTOTAL		\$ 2,286,436	\$ 2,227,488	\$ (107,557)	\$ 4,406,368	\$ 4,382,615	\$ 23,753
	Construction Management Fee (2.0%)		\$ 45,729	\$ 44,550	\$ (2,151)	\$ 88,127	\$ 84,153	\$ 3,974
	Preconstruction Services Fee (0.33%)		\$ 7,545	\$ 7,351	\$ (355)	\$ 14,541	\$ 14,395	\$ 146
	SUBTOTAL		\$ 2,339,710	\$ 2,279,389	\$ (110,063)	\$ 4,509,036	\$ 4,481,163	\$ 27,873
	Performance Bond - Overall		\$ 19,333	\$ 18,835	\$ (909)	\$ 37,258	\$ 35,695	\$ 1,563
	TOTAL		\$ 2,359,043	\$ 2,298,223	\$ (110,973)	\$ 4,546,294	\$ 4,516,858	\$ 29,436

Color Coding Key

Contracts Re-Bid on September 11, 2014 & Recommended for Award



Office of the Village Engineer
Michael Spence, P.E., LEED®AP

MEMO

TO: Mike Pollocoff, Village Administrator

CC: Jane Romanowski, Village Clerk
John Steinbrink, Jr., Public Works Director

FROM: Mike Spence, Village Engineer

DATE: September 10, 2014

SUBJ: Professional Construction Engineering Services Agreement
Village Green Heights Stage 3 Surface Course Paving

ATTACH: Paving Figure
Contract

Land and Lakes Development Company (the Developer for Village Green Heights) has requested to final pave a portion of the Village Green Heights subdivision. The proposed construction will consist of Stage 3 Pavement Improvements on portions of 98th Street, 49th Avenue, 50th Avenue, Cooper Road, 55th Court and Main Street in the Village Green Heights Subdivision (as shown on the attached phasing plan). They are nearing the 75% buildout in this area and it is anticipated that the 3 houses needed to reach this threshold will be issued permits in the near future.

The work will require construction stakeout and layout, construction observation services and construction administration services. Nielsen, Madsen and Barber (NMB) has been selected to perform these services. Their fee is estimated at \$20,838.80. NMB satisfactorily performed similar services for the Village the past two years within the Village Green Heights subdivision.

Land and Lakes Development Company will reimburse the Village for these costs.

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MEMO

Office of the Village Engineer
Michael Spence, P.E., LEED®AP

Attached is the Professional Construction Engineering Services Agreement from Nielsen, Madsen and

Barber of Racine, Wisconsin to provide construction services to provide to above services.

The scope of services is detailed in the agreement.

I recommend that the contract from Nielsen, Madsen and Barber for these services be approved.

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Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

September 10, 2014

Mr. Mike Spence, P.E.
Village Engineer
Village of Pleasant Prairie
9915 - 39th Avenue
Pleasant Prairie WI 53158

RE: Village Green Heights
2014 Stage 3 Surface Course Paving
Construction Staking, Observation & Contract
Administration Proposal
NMB Project: 2012.0111.04

Dear Mike:

Thank you for considering Nielsen Madsen & Barber, S.C. as a candidate to provide construction engineering services for the above-referenced project.

Enclosed please find our draft Construction Services Contract and estimated Manpower Requirements and Costs. Based on our recent experience with projects of this nature within the Village, we estimate the cost to provide the required construction engineering related services to be \$20,838.00.

As requested by the Village, we are proposing to utilize Jason J. Christensen, P.E. of our office as the project manager for this project.

Please review the enclosed documents at your earliest convenience and contact our office with any questions.

We look forward to working with you and your staff on this project.

Very truly yours,

Mark D. Eberle, P.E.
MDE/kmw

Enclosures g:/NMB Contracts/State & Municipal Clients/VPP/Village Green Heights Surface Paving (8-10-14)



VILLAGE OF PLEASANT PRAIRIE

VILLAGE GREEN HEIGHTS STAGE 3 PAVEMENT IMPROVEMENTS

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

This Agreement is made this ____ day of September, 2014, by and between the VILLAGE OF PLEASANT PRAIRIE, a municipal corporation in the State of Wisconsin, hereinafter referred to as the “**VILLAGE**” and NIELSEN MADSEN & BARBER (NMB) hereinafter referred to as the “**CONSULTANT**”.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

Section 1 - Proposed Improvements: The proposed construction will consist of Stage 3 Pavement Improvements on portions of 98th Street, 49th Avenue, 50th Avenue, Cooper Road, 55th Court and Main Street in the Village Green Heights Subdivision (as shown on the attached phasing plan – Exhibit A). After written authorization by the **VILLAGE**, the **CONSULTANT** will provide Professional Construction Management Services for the Stage 3 Improvements which will generally consist of Construction Staking & Layout Services, Construction Observation Services and Construction Administration Services. The scope of services provided will be in general accordance with Exhibit B - Engineer’s Proposal attached hereto, and conditioned as follows:

A. Construction Staking & Layout Services

Provide in-office setup and a Survey Crew Chief and Surveyor’s Assistant to field stake all necessary lines and grades as required to construct the proposed pavements. Field staking will include establishing the design line and grade “**one time**” for concrete curbs & gutters, utility adjustments and pavement repairs.

B. Construction Observation Services

Provide a Construction Observation Technician at the construction site on either a full-time basis of up to fifty (50) hours per week from Monday through Saturday, not including legal holidays, or on a periodic part-time basis from **CONSULTANT’S** office of not more than ten (10) hours per day, as deemed necessary by **CONSULTANT**, to assist the Contractor with interpretation of the drawings and specifications, to observe in general if the Contractor’s work is in conformity with the final design documents, and to monitor the Contractor’s progress as related to the Construction Contract. However, **CONSULTANT** is not responsible for the Contractor’s construction means, methods,



techniques, sequences or procedures, time of performance, compliance with Laws and Regulation, or safety precautions and programs in connection with the project, and **CONSULTANT** does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract documents.

C. Construction Administration Services

Provide contract administration services as required for the project including a cursory review of **VILLAGE** approved plans, attendance at the pre-construction meeting, review of letter of credit reduction requests (as necessary), preparation of construction record drawings, periodic site visits during the construction and day-to-day project coordination as described in Exhibit A attached hereto.

Conduct a final inspection of construction work, review the Contractor's written guarantees and issue an opinion of substantial completion and satisfactory completion for acceptance of the project by the **VILLAGE** for each stage of public improvements.

Section 2 – Compensation (Estimate): The **VILLAGE** shall compensate **CONSULTANT** for the professional services enumerated in Section 1 as outlined in Exhibit C – Construction Engineering Services – Cost Estimate.

***Charges for Construction Staking & Layout, Construction Observation, Construction Administration, Materials Testing and As-Built Survey Services will be based on the hourly rate of compensation for the actual work time performed as shown in Exhibit B plus reimbursement of out-of-pocket expenses including sub-consultant material testing and automobile travel at the business mileage rate approved by the United States Internal Revenue Service. These charges may be more or less than the estimated amounts above and will depend on Contractor selection, construction progress, weather, etc.**

CONSULTANT will submit requests for periodic progress payments for services rendered no more than once per month. Payments shall be due and owing by the **VILLAGE** to the **CONSULTANT** upon receipt of the invoices. Payments to **CONSULTANT** after 30 consecutive calendar days from the date of the invoice for services shall include an additional late payment charge computed at an annual rate of Eighteen percent (18%) from the date of the invoice; **CONSULTANT** may, after giving seven (7) days written notice to the **VILLAGE**, suspend services under this Agreement until **CONSULTANT** has been paid in full for all amounts due for services, expenses and late payment charges.

Section 3 – Agreement: The parties further agree:

That this Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no



fault of the terminating party; or the **VILLAGE** may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party [1] not less than ten (10) calendar days written notice by certified mail of intent to terminate and [2] an opportunity for meeting with the terminating party before termination. If this Agreement is terminated by either party, **CONSULTANT** shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the **VILLAGE** shall receive reproducible copies of drawings, specifications and other documents completed by **CONSULTANT**.

CONSULTANT agrees to hold harmless and indemnify the **VILLAGE** and each of its officers, agents and employees from any and all liability claims, losses or damages arising out of or alleged to arise from negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the **VILLAGE** or other consultants, contractors or subcontractors working for the **VILLAGE** or their officers, agents and employees.

The **VILLAGE** agrees to hold harmless and indemnify **CONSULTANT** and each of their officers, agents and / or employees from any and all liability claims, losses or damages arising out of or alleged to arise from negligence in the performance of the services under this agreement that may be due to the sole negligence of the **VILLAGE** or other consultants, contractors or subcontractors working for the **VILLAGE** or their officers, agents and/or employees.

The **VILLAGE** acknowledges that **CONSULTANT** is a Service Corporation and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors or employees.

The **VILLAGE** and **CONSULTANT** agree that any claim made by either party arising out of any act of the other party, or any officer, director or employee of the other party in the execution or performance of the agreement, shall be made solely against the other party and not individually or jointly against such officer, director or employees.

For the duration of the project, **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting there from, alleged to arise from **CONSULTANT'S** negligence in the performance of services under this Agreement. The **VILLAGE** shall be named as an additional insured on **CONSULTANT'S** general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:



1. Workers' Compensation	Statutory Limits
2. General Liability:	
Per Claim	\$1,000,000
Aggregate	\$2,000,000
3. Automobile Liability	
Combined Single Limit	\$1,000,000
4. Excess Umbrella Liability	
Per Claim and Aggregate	\$5,000,000 / \$5,000,000
5. Professional Liability	
Per Claim and Aggregate	\$2,000,000 / \$2,000,000

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of **CONSULTANT** and their officers, directors, employees, agents and any of them, to the **VILLAGE** and anyone claiming by, through or under the **VILLAGE**, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of **CONSULTANT** or their officers, directors, employees, agents or any of them, hereinafter referred to as the "VILLAGE'S CLAIMS", shall not exceed the total insurance proceeds available to pay on behalf of or to **CONSULTANT** by their insurers in settlement or satisfaction of VILLAGE'S CLAIMS under the terms and conditions of **CONSULTANT'S** insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

CONSULTANT is responsible for the quality, technical accuracy, timely completion and coordination of all as-built drawings, certifications, reports and other professional services furnished or required under this agreement and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

All reports, drawings, specifications, and electronic files prepared or furnished by **CONSULTANT** pursuant to this agreement are instruments of service in respect to the project and **CONSULTANT** shall retain the right of reuse of said documents and electronic files by and at the discretion of **CONSULTANT** whether or not the project is completed. Reproducible copies of **CONSULTANT'S** documents and electronic files for information and reference in connection with the use and occupancy of the project by the **VILLAGE** and others shall be delivered to and become the property of the **VILLAGE** upon request; however, **CONSULTANT'S** documents and electronic files shall not be reused by the **VILLAGE** or others on future additions or extensions of the project without field verification. Any such reuse without verification or adaptation by **CONSULTANT** for the specific purpose intended will be at the **VILLAGE'S** sole risk and



without liability or legal exposure to **CONSULTANT**, and the **VILLAGE** shall indemnify and hold harmless **CONSULTANT** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from.

The estimated compensation amount for construction-related engineering services set forth in Section 2 above does not include overtime hours for Resident Project Representatives or Land Surveyors. In the event the Contractor works on **Sundays or Holidays**, during which time **CONSULTANT** representatives are required to be present, the **VILLAGE** shall pay extra compensation at **CONSULTANT'S** hourly rates on a time and a half basis.

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this agreement by their duly authorized officers this ____ day of September, 2014.

NIELSEN MADSEN & BARBER

VILLAGE OF PLEASANT PRAIRIE

BY: 

Mark D. Eberle
Vice-President

BY: _____
John P. Steinbrink
President

ATTEST:

ATTEST:



Kim Williams, Administrative Assistant

Jane M. Romanowski, Clerk



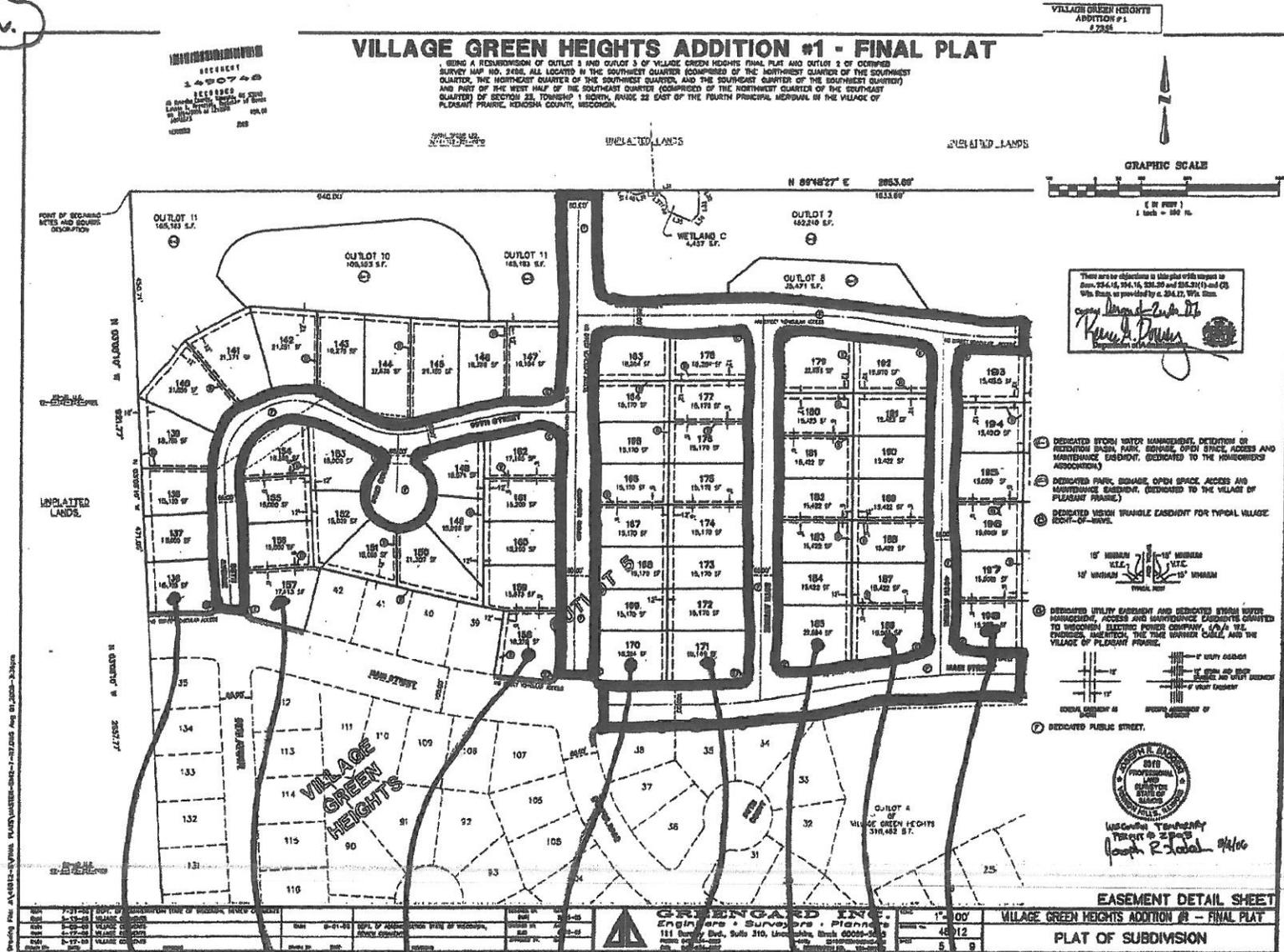
VILLAGE GREEN HEIGHTS

PROPOSED FINAL SURFACE PAVING AREA

B-11-14

* B-14-14 rev.

Exhibit A



Legend:

of Homes Constructed
of Lots in Block

6/12 5/10 ~~5/5~~ * 8/8 8/8 6/7 5/7

2/6 = ~~TOTALS 44~~ = 70%
63
Result total = 45/63 = 71.4%

EXHIBIT B

VILLAGE GREEN HEIGHTS STAGE 3 PAVEMENT IMPROVEMENTS

Construction Engineering - Typical Scope of Services

Nielsen Madsen & Barber, S.C. proposes to provide construction engineering services for the Village Green Heights – Stage 3 Pavement Improvements project as follows:

Construction Staking & Layout

1. Locate and tie down horizontal control set in field by developer's engineer. Verify vertical control as indicated on design plans. Record on a copy of the development plat, both horizontal and vertical control. File all data for future reference.
2. Field stake all removals/demolition.
3. Field stake for pavement repairs (if required):
 - a. Curb and gutter repairs at 25-foot intervals (hub, lath and grade).
 - b. Sidewalks and ramps at 25-foot intervals (hub, lath and grade).
 - c. Final utility adjustments (hub, lath and grade).

Construction Observation

1. Review plans and specifications prior to start of the project.
2. Determine if any changes were made to the plans and specifications between the design phase and the beginning of the construction phase, and verify that those changes are authorized in the Village's development agreements with the developer.
3. Review the following project requirements with the contractor:
 - a. Specific project details.
 - b. Traffic control requirements or roadway closures.
 - c. Erosion Control requirements.

- d. Permit conditions and requirements.
 - e. Notification requirements (police, fire, school bus, garbage pick up, etc.).
 - f. Schedule project milestone dates.
 - g. Adjacent property considerations.
 - h. Testing and reporting requirements.
4. Exchange phone numbers with the developer and the project contractor and establish the initial lines of communication.
 5. Review the daily work schedules and scheduled events with the contractor.
 6. Coordinate staking requirements or other significant scheduled events with the contractor and the construction engineer.
 7. Review the weekly schedules to determine if the overall project is on schedule.
 8. Anticipate potential problems and relay those concerns to the VILLAGE ENGINEER, the contractor, construction engineer, owner, developer or other appropriate party's.
 9. Serve as the project liaison (between the owner and the residents, contractor and the residents, contractor and the owner and the contractor and construction engineer).
 10. Review all materials for the project as they are delivered to the project site. Reject materials not conforming to the specifications.
 11. Observe all work performed and determine if the end product is in conformance with the plans and specifications. Reject all work not in compliance.
 12. Interpret contract documents when unique situations or questions arise. Request verification of interpretation from the construction engineer and inform the contractor of the determination.
 13. Evaluate modifications required due to field conditions. Request approval of the required field changes from the VILLAGE ENGINEER and/or DESIGN ENGINEER, if necessary, and inform the contractor of the necessary changes.
 14. Compute quantities of work performed, verify the quantities with the contractor, and also submit to the construction engineer for future use in pay requests.



15. Collect any certifications required by the contract documents.
16. Develop a punch list as work proceeds. Review the punch list and inspect its completion with the contractor.
17. Develop construction reports and daily inspection logs indicating the work performed that day, materials used, any changes made, interference encountered, manpower and equipment uses, weather conditions, visitors to the site, test reports, location sketches (lateral ties) and general comments on events and progress.

Construction Management

1. Perform a cursory review of Village approved plans, specifications and other project related documents.
2. Establish, maintain and store project files.
3. Prepare for and attend a preconstruction meeting. Record, prepare and distribute preconstruction meeting minutes.
4. Develop a list of contact names and telephone number of parties involved in the project to expedite future communications.
5. Review requests for reduction in developer's letter of credit in accordance with the requirements of the letter of credit and the development agreement to provide recommendations to the Village for such reductions.
 - a. This activity will include but not be limited to:
 - i. Review of the contractor's request for payment; review of the contractor's lien waiver issued to developer.
6. Develop final record drawings and other construction documents and distribute to the Village, the developer and the developer's engineer.
 - a. This activity will include, but not be limited to:
 - i. Modifications to the original plans (received at the preconstruction meeting in electronic form) to reflect changes made during construction and actual locations of laterals.
7. Make periodic site visits (usually daily during active construction) to determine, in general, if the project is proceeding in accordance with the contract documents.
 - a. This activity will include, but not be limited to:

- i. Site visits during actual construction phase.
 - ii. Substantial completion inspection and submittals.
 - iii. Final punch list verification after the construction inspector has left the site.
 - iv. Sanitary sewer manhole, storm sewer manhole and water valve box inspection as part of second- and third-stage improvements.
 - v. Follow up on site stabilization effectiveness after the contractor is has left the site.
 - vi. Miscellaneous time on site meetings with other affected parties such as Village Department of Public Works personnel, homeowners, businesses, other government agencies, permitting authorities and follow up on complaints and claims if site review and/or site meeting is required.
8. Schedule and chair periodic progress and coordinate meetings. Record, prepare and distribute periodic progress and coordination meeting minutes (if necessary).
9. Coordinate all necessary sub-consultant material testing required.
10. Day to day project coordination with the following:
 - a. Owner / Developer.
 - b. Developer's Design Engineer.
 - c. Village Water and Wastewater Utility & Public Works personnel.
 - d. Village Engineering & Community Development Staff.
 - e. Developer's contractors, subcontractors, suppliers.
 - f. Permitting authorities (WisDOT, WDNR, etc.).
 - g. Private Utility companies (electric, telephone, gas, cable TV).
 - h. Other affected parties such as schools, property owners, businesses, etc.
11. Review of contractor's shop drawing submittals.

EXHIBIT C

VILLAGE GREEN HEIGHTS SUBDIVISION STAGE 3 PAVING IMPROVEMENTS

CONSTRUCTION ENGINEERING SERVICES - COST ESTIMATE

Construction Staking & layout Services	Staff Type	Hourly Rate	Cost
Pavement Repair Staking (Curbs, Base Patching, Sidewalk Ram	Field Engineer I	12 Hrs. @ \$84.00 =	\$ 1,008.00
Misc. Construction Staking & As-builts (if required)	Survey Crew Chief	8 Hrs. @ \$88.00 =	\$ 704.00
Misc. Construction Staking & As-builts (if required)	Survey Assistant	8 Hrs. @ \$62.00 =	\$ 496.00
ESTIMATE:			\$ 2,208.00
Construction Observation Services	Staff Type	Hourly Rate	Cost
Construction Observation - Base Patching	Construction Technician 1	24 Hrs. @ \$72.00 =	\$ 1,728.00
Construction Observation - Utility Adjustments	Construction Technician 1	32 Hrs. @ \$72.00 =	\$ 2,304.00
Construction Observation - Curb & Gutter (Remove & Replace)	Construction Technician 1	24 Hrs. @ \$72.00 =	\$ 1,728.00
Construction Observation - Asphalt Surface Course	Construction Technician 1	56 Hrs. @ \$72.00 =	\$ 4,032.00
Construction Observation - Restoration	Construction Technician 1	8 Hrs. @ \$72.00 =	\$ 576.00
ESTIMATE:			\$ 10,368.00
Construction Administration & Management Services	Staff Type	Hourly Rate	Cost
Project Setup, Coordination & File Organization	Project Manager	4 Hrs. @ \$130.00 =	\$ 520.00
Project Setup, Coordination & File Organization	Field Engineer I	4 Hrs. @ \$84.00 =	\$ 336.00
Pre-construction Meeting Coordination, Agenda & Minutes	Field Engineer I	4 Hrs. @ \$84.00 =	\$ 336.00
Attend Pre-construction Meeting	Project Manager	4 Hrs. @ \$130.00 =	\$ 520.00
Attend Pre-construction Meeting	Field Engineer I	4 Hrs. @ \$84.00 =	\$ 336.00
Project Oversight / Site Visits	Field Engineer I	20 Hrs. @ \$84.00 =	\$ 1,680.00
Final Inspection, Punch Lists & Project Close Out	Field Engineer I	12 Hrs. @ \$84.00 =	\$ 1,008.00
Materials Testing Contracting, Coordination & Review	Field Engineer I	8 Hrs. @ \$84.00 =	\$ 672.00
Final Quantities, Pay Requests & LOC Reduction Coordination	Field Engineer I	8 Hrs. @ \$84.00 =	\$ 672.00
ESTIMATE:			\$ 6,080.00
<u>Mileage Estimate:</u>	30 Trips @ 32 Miles / Trip	960 Miles @ \$ 0.555 =	\$ 532.80
<u>Material Testing Estimate:</u>	Concrete Cylinder Breaks	6 Each @ \$ 275.00 =	\$ 1,650.00
TOTAL ESTIMATE:			\$ 20,838.80





Purchase Order

Fiscal Year 2014 Page 1 of 1

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

Purchase Order # **1402924-00**

BILL TO

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

VENDOR

NIELSEN MADSEN & BARBER SC
1458 HORIZON BLVD
#200
MT PLEASANT WI 53406

SHIP TO

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
262-634-5588		262-634-5024		4587		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
09/11/2014	2056					Engineering	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	2014 Stage 3 Surface Course Pa The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Village Green Heights 2014 Stage 3 Surface Course Paving			1.0	Each	\$20,838.000	\$20,838.00

By *Michael Deery*
Village Administrator

PO Total **\$20,838.00**



Office of the Director of Information Technology
Daniel Honore

To: Michael Pollocoff, Village Administrator
Village of Pleasant Prairie Board

From: Daniel Honore, Director

CC: Jane Romanowski, Village Clerk

Date: September 10, 2014

Subject: CRW Systems' TRAKiT agreements

REQUEST:

On behalf of Community Development, Building Inspection and Engineering Departments, I request approval for the purchase and implementation of CRW Systems' TRAKiT software suite.

BACKGROUND:

Based on the current trending as illustrated in the Community Development Department's 2013 Annual Report, the development activity, construction valuation and fees generated have been trending upward over the past three years since the 2009 recession. As such, the Community Development, Building Inspection and Engineering Departments are requesting technology based tools to help the staff manage the increasing workload and to allow staff to work more effectively and efficiently.

Due to the competitive nature of promoting economic development, it is critical to provide entitlement information to prospective developers and companies in a coordinated and timely manner. The Village staff must be able to attend meetings and streamline the site and operational plan zoning review process and complete plan reviews for permitting, while maintaining positive communications. Currently, there is inefficient use of staff time spent on tracking plan reviews, searching for open permits, checking the status of permits, tracking expired permits, placing holds

on permits while checking on outstanding code violations, hand tabulating permit and fee totals, and providing zoning information to realtors, developers and property owners. With technology, they need to be "working smarter and not harder" with existing staff levels to continue their efforts to promote and encourage good quality, orderly and sustainable growth in the Village. In 2015, the Departments will focus on implementing the "software technology tools" that that will help provide more accurate and timely evaluation in reviewing applications, tracking projects, processing code violations, issuing permits and getting information to the public.

After careful review and product demonstrations, the IT, CD, Building Inspection and Engineering Departments recommend the purchase of CRW Systems' TRAKiT software suite, a comprehensive permit and planning application management system. This interactive system would provide staff with the technology tools to successfully streamline the reviewing, tracking, permitting and inspection process through the development life cycle. The CRW system offers long term resiliency in that it will allow the Village to work smarter, reduce services and save money in the long run. The key features that the CRW System provides that will increase staff productivity and efficiency include:

- An intuitive platform that is easy to navigate for all user levels.
- Interaction with the Village's GIS mapping system and existing data bases. Using databases that are already in place would reduce data and mapping errors. (For example, the current data bases used for the permitting system was updated about 15 years ago. Every time a permit is being entered, the current owner information needs to be verified with the county website, and updated by staff if the property sold in the last 15 years).
- Public interactive web application that would allow the public to access to certain items. For instance, if a realtor or appraiser needs the zoning designation of a property, instead of calling the Department, they could access this info online. The system would also allow the public to upload a permit application and plans (which would be beneficial for linking document management systems (further discussed below), request an inspection and/or check the status of a permit and eventually file code complaints on line (with acquisition of CRW's Citizen Response Management module). The intent for a comprehensive program is to provide 24/7 public access to information which will create less telephone calls and walk-in traffic and provide a more immediate responses to the public.

COST:

The following table details the total known project costs. The 2014 expenditure is a combination of reallocated funds from Information Technology as well as the 2014 funds approved for this project by the board.

Investment Cost Summary	2014	2015	Note
A. Software & Licensing	\$93,000	\$0	\$93,000 in September, 2014
B. Implementation & Project Management	\$0	\$65,250	\$20,688 in January, 2015 \$20,688 in February, 2015
C. Data Conversion	\$0	\$5,000	\$20,688 in March, 2015
D. Training	\$0	\$19,500	\$20,686 30 days after "Go Live"
E. Travel & Expenses	\$0	\$17,000	
F. Customizations	\$0	\$0	
Discount	\$0	-\$24,000	Overall project discount
Total Cost - Investment Summary	\$93,000	\$82,750	

Annual Maintenance	2014	2015	2016	2017	2018	2019
Year 1 - Annual Maintenance	\$0	\$0				
Year 2 - Annual Maintenance			\$18,600			
Year 3 - Annual Maintenance				\$19,530		
Year 4 - Annual Maintenance					\$19,530	
Year 5 - Annual Maintenance						\$20,507

GRAND TOTAL	\$93,000	\$82,750	\$18,600	\$19,530	\$19,530	\$20,507
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RECOMMENDATION:

The Community Development, Building Inspection, Engineering and Information Technology departments recommend the purchase of CRW Systems' TRAKiT software suite.

AGREEMENT

FOR THE INSTALLATION AND USE OF

APPLICATIONS, PERMITTING, INSPECTIONS, FEES, LICENSING & CODE VIOLATIONS SYSTEM

This Agreement is entered into this _____ day of _____, _____, by and between VILLAGE OF PLEASANT PRAIRIE, WI, (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for the installation of a permit and code enforcement software, and other services, as specifically provided herein (hereafter referred to as "the Project").

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. SCOPE OF SERVICES / SCOPE OF WORK

A.1. PROJECT DESCRIPTION:

The Project is more specifically defined as follows: Installation of an automated applications, permitting, inspections, fees, licensing, and code violations system, and related subsystems.

A.2. AGREEMENT CONTENTS:

This Agreement includes the following Exhibits:

Exhibit A.	Project Scope of Work.
Exhibit B.	Project Milestone and Payment Schedule.
Exhibit C.	Project Cost Summary
Exhibit D.	Software License
Exhibit E.	System Acceptance Testing

A.3. COMMENCEMENT DATE:

- A.3.1.** The commencement date for the services to be provided by CRW shall be the date upon which CRW is in receipt of all of the following: (a) a fully executed original of this Agreement, (b) written notice to proceed provided by CLIENT. CRW shall not be obligated to perform any work pursuant to the Project, including labor or materials, prior to the commencement date as defined herein.
- A.3.2.** A Scope of Work, with itemized pricing of various items associated with the Project is attached hereto as Exhibits A and B, and incorporated herein by this reference. Subject to CLIENT'S duties and responsibilities provided in Section C, the time periods set forth in Exhibits A and B shall be adhered to. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. It is not intended to impose strict deadlines for completion of all or any part of the work.
- A.2.3.** The time schedule provided in Exhibit A, Scope of Work, is based in large part on the assumption that CLIENT will provide all necessary information to CRW in a timely manner in accordance with Section C of this Agreement.

B. DUTIES AND RESPONSIBILITIES OF CRW

B.1. SCOPE OF WORK:

- B.1.1.** After the commencement date, CRW shall perform the following services:
- (1) Install Permit Management, Project Tracking, Code and Licensing system.
 - (2) Provide data conversion of CLIENT'S existing data and incorporate data into CRW system.
 - (3) Provide configuration assistance in accordance with work processes and business rules established prior to the Workbook Collection meeting.
 - (4) Provide hands-on, Administrator Training, as specifically provided herein.
 - (5) Provide on-site, hands-on, User Training, as specifically provided herein.
 - (6) Provide remote access support during Annual Maintenance period. CLIENT to provide local workstation with remote connection and appropriate remote access software.

B.1.2. CRW shall install software and provide all services in a workmanlike manner in accordance with the Scope of Work, subject to the terms and conditions as stated in the Agreement. Any additional services must be evidenced by a written modification of this Agreement, or change request pursuant to Section C of the Agreement. Services to be provided do not include hardware.

B.2. MAINTENANCE AND SUPPORT:

CRW shall provide the following maintenance and support services to CLIENT immediately following completion of System Acceptance Testing. Annual Maintenance and Technical Support fees are payable upon System Acceptance, and are renewable on the anniversary date of System Acceptance.

B.2.1. TRAKiT software modifications to correct bugs or errors that are reported to CRW by CLIENT.

B.2.2. TRAKiT software updates that are posted from time to time by CRW on web site (www.crw.com/support/customer_support). Updates may be downloaded and installed by CLIENT onto CLIENT's network.

B.2.3. Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).

B.2.4. Technical support via web form on CRW web site (www.crw.com/support).

B.2.5. TRAKiT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.

B.2.6. CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

B.3. NOT RESPONSIBLE FOR DAMAGES DUE TO UNFORESEEN DELAYS:

Neither CLIENT nor CRW shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, (a) failure of CLIENT to furnish timely information; (b) failure of CLIENT to approve or disapprove of CRW's work, and/or (c) strikes, lockouts, accidents, or acts of GOD.

C. DUTIES & RESPONSIBILITIES OF CLIENT

C.1. INFORMATION TO BE PROVIDED BY CLIENT:

C.1.1. CLIENT will provide all information necessary for CRW to establish the permit software control files, including but not limited to:

- (1) Current valuation and fee structures
- (2) Current Permit, Project, License, and Case types designations and categories
- (3) Examples of all current reports used by the CLIENT relating to permit management.
- (4) Any exceptions to the typical permit process, or any special permit processing requirements.

C.1.2. The CLIENT will provide CRW with access to CLIENT workstations and disk space for installation of the software.

C.1.3. The CLIENT will ensure and provide that staff who will be trained in the use of CRW software will have sufficient basic knowledge of permit processing and MS-Windows functions.

C.2. CLIENT COOPERATION:

C.2.1. CLIENT understands that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to CRW necessary to complete the project, including, but not limited to: (a) Data obtained from CLIENT'S present system to be incorporated into the new CRW system; and (b) information relative to desired permit forms to be incorporated into the CRW system.

D. COMPENSATION

D.1. CRW COMPENSATION & FEES:

CLIENT agrees to compensate CRW for professional services rendered under this Agreement for the total contract price of **\$175,750 [One Hundred Seventy-Five Thousand, Seven Hundred and Fifty Dollars]**, which amount shall include all labor and materials associated with this Project as specified in Exhibit C "Project Cost Summary". Total

Contract Price does not include any changes to the work as may be requested by CLIENT and incorporated into the project pursuant to a written request by CLIENT as provided in section E of this Agreement.

Sales, Use, Excise, or any State or Local taxes and/or licenses which may apply to this project are the responsibility of CLIENT.

D.2. TERMS OF COMPENSATION:

CRW will submit invoices for work performed according to the payment schedule shown in Exhibit B "Project Milestone and Payment Schedule." Project cost is divided into five (5) payments, each of which is due and payable upon completion of the preceding milestone step. CLIENT agrees to notify CRW of any disputed invoice within 5 business days of receipt of such invoice. Failure of CLIENT to pay undisputed invoices within 30 days of receipt will subject CLIENT to a late payment fee computed at a periodic rate of 1.0% per month of the amount past due, representing an annual percentage rate of 12%, which late fee shall be applied to any unpaid balance.

E. CHANGES AND ADDITIONS TO THE WORK

E.1 REQUIREMENTS OF WRITTEN CHANGE ORDERS:

CLIENT may request CRW to perform additional services not covered by the specific Scope of Work as set forth in Exhibit A of this Agreement. Any such requests shall be submitted in writing, and shall be signed by the CLIENT Representative, as identified in I1.1 of this Agreement, and an authorized representative of CRW. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services. Any such requests signed by the CLIENT Representative, or other authorized agent of CLIENT, shall be deemed authorized by CLIENT and shall bind CLIENT to its terms.

E.2. PAYMENT FOR ADDITIONAL WORK:

Any such additional work performed by CRW shall be added to the contract price and billed in accordance with the "Project Cost Summary" as outlined in Exhibit D of this Agreement. CRW will not commence any additional services for the CLIENT until written authorization has been given by CLIENT and approved by CRW, as provided above.

F. INDEMNIFICATION AND INSURANCE

F.1. INDEMNIFICATION:

F.1.1. CRW shall indemnify, defend and hold harmless CLIENT from and against any claims, based upon infringement of any United States copyright trademark or patent by the Software. CLIENT agrees to notify CRW of any such claim promptly in writing. CLIENT agrees to cooperate fully with CRW during such proceedings. CRW shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, CRW may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

F.2. INSURANCE:

CRW, shall at CRW's own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Agreement.

- F.2.1.** Worker's Compensation as required by law, Employers Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit.
- F.2.2.** Commercial General Liability Insurance - \$1,000,000.00 Limit
- F.2.3.** Professional Liability Insurance - \$1,000,000.00 Limit. Professional Liability insurance will be in force for twelve (12) months from commencement date. Professional Liability insurance shall apply to services performed by CRW staff only. Professional Liability insurance shall not apply to third-party services or services of subcontractors.
- F.2.4.** All policies are to be written through companies duly approved to transact that class of insurance in the State of Wisconsin.
- F.2.5.** Insurance is to be placed with carriers with a Best rating of A:VII or better.

F.2.6. CRW hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

F.3. PROOF OF INSURANCE:

Exhibit G contains a Certificate of Insurance for Items F.2 above as proof that said insurance is in full force as of the date of this Agreement. Additionally, CRW shall deliver to CLIENT an updated Certificate of Insurance for Items F.2 with every invoice submitted during the term of this Agreement.

CLIENT, its officers and agents, shall be endorsed as an additional insured under CRW's General Liability Insurance.

CRW will not modify or cancel its General Liability Insurance without written notification and approval from the CLIENT.

G. TERMINATION

G.1. TERMINATION OF AGREEMENT

G.1.1. This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to CRW. Notwithstanding the date of such notice, termination shall be effective upon receipt by CRW of such notice of termination. In the event of termination by CLIENT, CLIENT shall pay CRW for all services and materials provided to CLIENT pursuant to this Agreement up to and including the date of receipt by CRW of notice of termination.

G.1.2. In the event CLIENT terminates this Agreement before "going LIVE", the CLIENT agrees to immediately return all source code or other materials provided to CLIENT by CRW, and to destroy, erase, and purge all software provided by CRW from any and all CLIENT computers. In the event CLIENT terminates this Agreement after "going LIVE", the CLIENT agrees to return all source code or other materials provided to CLIENT by CRW, and to destroy, erase, and purge all software provided by CRW from any and all CLIENT computers within 30 days after the end date of the maintenance term in effect at the time of termination.

G.1.3. Within 30 days of termination CLIENT agrees to provide CRW with written confirmation that all CRW software has been destroyed. Within its sole discretion, and upon reasonable notice to CLIENT, CRW shall have the right to verify that CRW software has in fact been removed or destroyed by personal inspection of CLIENT computers.

G.1.4. Any use by CLIENT of any CRW software after termination of this agreement by CLIENT without the express written authorization of CRW shall be a breach of this agreement.

H. OWNERSHIP OF DOCUMENTS

H.1. OWNERSHIP OF DOCUMENTS:

H.1.1. All plans, specifications, reports, and other design documents prepared by CRW pursuant to this Agreement shall become property of CLIENT only after completion of the Project.

H.1.2. All source code for computer programs or modifications to programs, which are produced pursuant to this Agreement shall be deemed, and remain, the intellectual property of CRW and are protected under the copyright, patent, or other laws, of the United States as well as other jurisdictions where such programs are being used.

H.1.3. CLIENT agrees to respect CRW's purported ownership of any such proprietary rights which may exist, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to Software, whether made by CRW or any third party. Under no circumstances shall CLIENT sell, license, publish, display, distribute or otherwise transfer to a third party Software or any copy thereof, in whole or in part, without CRW's prior written consent.

H.2. SOURCE CODE ESCROW:

- H.2.1. CRW shall maintain a software escrow account. A copy of the latest source code for the software being installed by CRW pursuant to this Agreement shall be deposited in this escrow account.
- H.2.2. CRW will pay the entire cost of this source code escrow account.
- H.2.3. CLIENT will be registered as a Registered Beneficiary of the Software Escrow Agreement.
- H.2.4. In the event that CRW becomes insolvent, is sold, merged, ownership contested or divided in any way CLIENT will, within 30 days of the beginning of said event, receive a full and complete electronic copy of the most current un-compiled software code along with all supporting functions, modules, libraries, etc. that are required to use the CRW software in a production environment (excludes language compilers).

I. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES

All communication relating to project status shall be exchanged between a designated representative of the CLIENT and a designated representative of CRW as identified below.

I.1. DESIGNATED CONTRACT REPRESENTATIVES:

I.1.1. The designated representative of CLIENT and CRW Systems is as follows:

CLIENT	CRW
Name: Daniel Honore	Christopher R. Wuerz, P.E.
Title: Director of Information Technology	President, CRW Systems, Inc.
Address: 8600 Green Bay Road	2036 Corte Del Nogal Suite 200
Phone: (262) 925-6771	San Diego, CA 92011
Email: dhonore@plprairiewi.com	Phone: (858) 451-3030
	Fax: (760) 438-2060
	Email: chris@crw.com

I.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

I.2. DESIGNATED SYSTEM ADMINISTRATOR:

- I.2.1. The CLIENT Representative shall identify and designate System Administrators. All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or troubleshooting, shall be made to CRW only through either the designated representative of CLIENT as identified in I.1.1 above, or the System Administrators as identified below.
- I.2.2. The System Administrators shall participate in all training sessions conducted by CRW as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system software. (It is highly recommended that the designated System Administrators be someone with experience and competence with personal computers.)
- I.2.3. The System Administrator for CLIENT is designated as follows:
Name: Nancy Middleton (primary), Daniel Honore (secondary)

J. MISCELLANEOUS GENERAL PROVISIONS

J.1. LICENSES:

CRW shall obtain and maintain all business licenses as may be required by law.

J.2. STATUS OF CRW AS CONSULTANT:

Throughout the term of this Agreement, CRW, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and CRW.

J.3. MEDIATION OF DISPUTES:

Prior to the commencement of any litigation arising out of this Agreement, both CRW and CLIENT agree to participate in good faith in non-binding mediation of any dispute or claim, which remains unresolved after informal discussions. Both CRW and CLIENT shall negotiate in good faith to select a qualified mediator.

J.4. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

J.5. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of California. Venue for the enforcement of this agreement shall lie exclusively in Kenosha County, WI.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the Court of Kenosha County, WI, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

J.6. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

J.7. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

J.8. WARRANTY ON TITLE:

CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.

J.9. APPLICATION SOFTWARE WARRANTY:

CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Proposal for a Applications, Permitting, Inspections, Fees, Licensing, and Code Violations System (RFP #22814) dated March 26, 2014, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit E attached hereto.

J.10 SERVICES WARRANTY:

CRW warrants that the services provided hereunder shall be executed in a correct and competent manner consistent with the professional standards of the industry. Any error or defect in the services provided hereunder shall be corrected by CRW at no additional cost to the CLIENT.

J.11. ENTIRE AGREEMENT:

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

J.12. AGREEMENT AS OFFER:

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before September 23, 2014.

Village of Pleasant Prairie, WI

CRW SYSTEMS, INC.

Dated: _____

Dated: _____

By: _____
Designated Representative

By: _____
Christopher R. Wuerz, President

EXHIBIT A

PROJECT SCOPE OF WORK

Upon receipt of a written Notice to Proceed from CLIENT, CRW shall perform the following services:

A. On-Site attendance and participation in project meetings.

Meetings: Project kick-off meeting; business process reviews; software installation; database installation; project implementation meetings.

On Site Days: CLIENT changes to scheduled travel days within 14 days of project schedule may incur increased travel expenses.

B. Deliver computer software (TRAKiT) and database structures for SQL/Server database.

Deliverable: Computer software to include GeoTRAK, PermitTRAK, ProjectTRAK, AEC TRAK, CodeTRAK, LicenseTRAK and Standard GIS; installation instructions; services to install software on CLIENT network; services to install SQL/Server database and tables. CRW does not configure/install any hardware.

B.1. Provide eTRAKiT modules for web-based Citizen/Contractor permit processing.

Deliverable: Requires a separate web server hosting the ASP.NET pages to provide the following functions:

- (1) Purchase, pay fees, & print permits using one of the following vendors. Payment gateways not listed will incur an additional cost. Payment gateway must be specified within 30 days of contract execution.
 - PayPal (Payflow Pro and/or Website Payments Pro)
 - Authorize.NET (standard mode only)
 - Plug 'N' Pay (standard mode only)
 - USA ePay (standard and redirect mode)
 - US Bank (redirect mode only)
 - Virtual Merchant (standard and redirect mode)
 - CSI eCollections (standard mode only)
 - PayGov/PayTrust (standard mode only)
 - Open Pay (standard mode only)
- (2) Includes one (1) standard Permit Form for online customers. Changes to permit form will incur an additional cost.
- (3) Request inspections as a Contractor or Citizen.
- (4) Review inspection, review, condition, fee statuses and updates.
- (5) Search general license information. Requires the LicenseTRAK module. Includes one (1) standard License form for online customers. Changes to form will incur an additional cost.
- (6) Create user logins for citizens and/or contractor login.
- (7) Inspector login to change/input results.
- (8) Reviewer login to update review notes and status results.

C. Provide data conversion services.

Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing.

Applies to: Land data from a single source.

Applies to: Applications from the Hansen System.

CLIENT will provide to CRW all tables and files that are necessary for historical data conversion. CLIENT agrees to provide all necessary files and data to CRW within thirty (30) days of project commencement date. CRW does not guarantee the quality of the source data received, but makes reasonable effort to convert all data in the original source that it is provided.

D. Provide software training.

Deliverable: Provide System Administrator training for one (1) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Provide Report Writing training for one (1) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Conduct four (4) days of on-site, hands-on System Acceptance training at CLIENT office. Class size is limited to eight (8) students per day.

Deliverable: Conduct five (5) days of on-site, hands-on End User training at CLIENT office. Class size is limited to eight (8) students per day.

CLIENT to provide classroom space, workstations, and networked access to the server for all on-site classes at CLIENT facilities. If CLIENT does not have hardware for conducting training, then CRW can provide onsite laptop labs for an additional cost.

E. Provide Project Implementation services.

Deliverable: Develop up to nine (9) custom forms, as directed by CLIENT staff; provide standard (ICC or other) Valuation tables; develop custom valuations and fee formulas as directed by CLIENT staff, using information provided by CLIENT.

Deliverable: Installation of forms, fee tables, types, inspections, and valuation tables in TRAKiT database.

Deliverable: Data import specification (using standard TRAKiT import function) for monthly updates of assessor records.

CLIENT to provide information regarding fee formulas, usage, permit and project forms.

CLIENT agrees to provide all necessary custom report and custom form definitions to CRW within thirty (30) days of project commencement date.

F. Deliver integration to MUNIS financial system.

Deliverable: Create a stored procedure/batch script routine to export financial details nightly from the TRAKiT system into the MUNIS financial system. A sample export routine with instructions must be provided to CRW within 30 days of contract execution.

G. Deliver integration to Azteca CityWorks system.

Deliverable: Create a stored procedure/batch script routine to export Asset Management details nightly from the TRAKiT system into the Azteca Asset Management system. A sample export routine with instructions must be provided to CRW within 30 days of contract execution.

H. Deliver Customizations as identified below.

Deliverable: Provide Functional & Technical Requirements customizations as defined below. RFP reference numbers indicate a specific function identified in CRW's Proposal responses.

RFP Reference	RFP Requirement	CRW to include
112	Electronic notification of new construction occupancies to water billing.	Email generated based on a defined status change to a permit; single template of email to be defined by client.
113	Electronic notification of any certificate of occupancies issues to licensing & billing.	Email generated based on when Issued Date is set on a permit; single template of email to be defined by client.
181	Ability to bill automatically for all types of licenses (e.g. businesses, alarm, liquor, signs, etc.).	Custom Report- Option #1: Use our Batch License Renewal Tool to generate all renewal notices (via one custom report) in one batch (initiated by client). - Option #2: Individual renewal notices sent via email from a daily SQL job. Accomplished via email (one user defined template) or one custom report.
216	Vending license payment responsibility report.	Custom Report

The total above is included in the Cost Summary

CLIENT will ensure that the product/license is up to date to take advantage of CRW's integration.

EXHIBIT B

PROJECT MILESTONE AND PAYMENT SCHEDULE

Task	CLIENT Responsibilities	CRW Responsibilities	Target Date
1. Contract Execution / Notice to Proceed	CLIENT signs contract and provides Notice to Proceed.	CRW signs final contract.	September 2014
2. Project Hand-Off Call	CLIENT reviews and sets initial Project Timeline dates with CRW.	CRW & CLIENT review Project Timeline; CRW delivers electronic copies of Configuration Guide.	September 2014
3. Confirm Hardware & Required Systems	CLIENT provides confirmation that all required hardware, servers, database systems, and related components are ready.	CRW reviews hardware specifications with CLIENT; CRW confirms remote access.	September 2014
4. Initial Data Extract	CLIENT uploads all legacy databases quoted in the contract to CRW's FTP site.	CRW provides FTP access for uploading all source files. CRW reviews initial data upload.	September 2014
5. Software Installation	CLIENT provides remote access to servers.	CRW installs all TRAKiT software on CLIENT servers. One workstation will also be tested.	September 2014
6. First Payment Due 100% of Software Licensing \$93,000	Customer provides 1 st payment for software licensing.		September 2014
7. GIS Consultation	CLIENT conducts meeting with CRW to discuss the delivery expectations for GIS data.	CRW offers suggestions to ensure expected delivery is achieved. CRW provides a sample 'Map Template' to be used within TRAKiT GIS.	October 2014
8. Delivery of Geodatabase	CLIENT uploads geodatabase onto CRW's FTP site for data mapping.	CRW begins mapping the source tables to the TRAKiT structure.	October 2014
9. Database Consultation	CLIENT conducts meeting with CRW to discuss the data conversion process and a brief review of the data structure. CLIENT signs-off on Data Source Document.	CRW provides suggestions to ensure expectations are reviewed.	October 2014
10. Kick-Off Meeting	CLIENT attends and participates in Kick-Off Meeting. Kick-Off Meeting is divided into 2 days with one full onsite initial training day, followed by a review of the Configuration Guide.	CRW conducts Kick-Off meeting onsite. Reviews Configuration Guide with all Departments, and assists in completing LandTRAK data fields. CRW provides workflow samples for future discussions.	October 2014
11. 1st LandTRAK Data Map Review	CLIENT reviews land data mapping document with CRW.	CRW provides a draft of the Land data map based on GIS data provided and information requested by the user group.	November 2014
12. Initial Workflows	CLIENT provides initial workflows from various Departments for review.	CRW reviews initial workflows submitted for Business Process Meeting.	November 2014
13. Business Process Review Meeting	CLIENT provides information and participates in preliminary business process discussion. Sessions are divided among various Departments implementing TRAKiT.	CRW assists the CLIENT with Workbooks and identifies process adaptations. eTRAKiT expectations and settings are reviewed for configuration.	November 2014
14. 1st Draft of Data Mapping	CLIENT to review data mapping	CRW to review initial draft of	November 2014

Task	CLIENT Responsibilities	CRW Responsibilities	Target Date
Document	document for legacy data provided by CRW.	data mapping document with CLIENT.	
15. Spatial Joins & Map Template Delivered	CLIENT provides all required spatial joins based on requirements. The finalized map template is also delivered to CRW.	CRW reviews the submitted spatial joins and map template from CLIENT.	November 2014
16. eTRAKiT Credit Card Gateway	CLIENT provides CRW with eTRAKiT credit card gateway information for integration.	CRW reviews credit card portal and prepares a scope for expectations.	December 2014
17. Workbook Collection Meeting	CLIENT provides completed Workbooks and copies of needed forms/reports; CLIENT attends department meetings to offer insight into workflow; CLIENT provides complete set of source data for conversion.	CRW collects CLIENT responses to Workbooks; CRW conducts Department meetings to ensure understanding of responses and discuss procedural needs; CRW reviews data to convert with CLIENT.	December 2014
18. LandTRAK Data Map Sign Off	CLIENT signs-off on LandTRAK data mapping document.	CRW finalizes data map for CLIENT sign-off.	December 2014
19. Data Mapping Document Sign Off	CLIENT approves data mapping document after a review with CRW's data conversion specialist.	CRW to provide data mapping documents, layouts, and explanations.	December 2014
20. System Configuration	CLIENT participates and provides additional information as needed by CRW.	CRW configures system according to Workbook responses and meeting discussions; CRW converts historical data; CRW creates/customizes reports and/or forms (e.g. Permit Form).	December 2014- January 2015
21. Map Services Data Delivered	CLIENT delivers Map services and Map services data to CRW prior to Initial Delivery.	CRW configures Map services with data.	February 2015
22. Initial Delivery	CLIENT will attend the demonstration of the delivery.	CRW installs and demonstrates configured system with various Departments. eTRAKiT validation/preferences are reviewed with CLIENT.	February 2015
23. Workflow Processes Delivered	CLIENT receives written workflow processes from CRW.	CRW delivers a sample set of workflow processes to CLIENT for review and use during Training.	February 2015
24. Second Payment Due 25% of Services \$20,688	Customer provides 2 nd payment for services.		February 2015
25. System Acceptance Users Trained	CLIENT will provide meeting space and provide up to eight (8) staff for training.	CRW provides training materials and laptops with initial system configuration.	February 2015
26. System Acceptance Testing Begins	CLIENT "System Acceptance" Users verify accuracy and placement of converted data, forms & reports; CLIENT tests software configuration; CLIENT tests program interfaces; CLIENT tests software customizations; CLIENT notifies CRW of desired changes.	CRW receives change requests from CLIENT and makes necessary revisions.	February 2015
27. Initial Delivery Revisions	CLIENT delivers revision list to CRW.	CRW receives review comments from CLIENT and begins	March 2015

Task	CLIENT Responsibilities	CRW Responsibilities	Target Date
		adjusting configured system.	
28. External Interface Review	CLIENT tests any external data interfaces provided by CRW; includes land update routine, accounting interface, and other data import routines.	CRW reviews any external data import/export routines prepared for CLIENT.	March 2015
29. Revised Delivery	CLIENT continues review of system.	CRW delivers revisions to CLIENT.	March 2015
30. Third Payment Due 25% of Services \$20,688	Customer provides 3 rd payment for services.		March 2015
31. GIS Final Review	CLIENT tests map services and updates with CRW.	CRW finalizes GIS configuration for Go Live.	March 2015
32. Final Revisions List	CLIENT delivers final revision list to CRW.	CRW receives review comments from CLIENT and makes final adjustments.	April 2015
33. eTRAKiT Final Connection Validated	CLIENT validates the configuration settings for eTRAKiT portal.	CRW provides remote assistance for eTRAKiT payment portal.	April 2015
34. Final Delivery	CLIENT reviews final items submitted.	CRW installs modified system.	April 2015
35. System Acceptance Testing Ends	CLIENT approves final system before User Training commences.		April 2015
36. Fourth Payment Due 25% of Services \$20,688	CLIENT provides 4 th payment for services.		April 2015
37. CLIENT Support Transition Call	CLIENT attends remote discussion with CRW CLIENT Support team.	CRW introduces CLIENT Support team along with expectations for using technical assistance after Go Live.	April 2015
38. End User Training	CLIENT provides meeting space for up to eight (8) staff.	CRW provides training materials and laptops with configured system.	2 weeks after System Acceptance ends.
39. General System Administration Training	CLIENT core users attend a mini System Administrator training session prior to Go Live.	CRW conducts an accelerated System Admin session with core users for user privilege and general configuration management.	May 2015
40. Transition to Live	CLIENT provides final extract of historical data to CRW.	CRW converts data and loads onto CLIENT's server.	May 2015
41. Go Live	CLIENT Goes Live with TRAKiT and eTRAKiT.	CRW provides Go Live support onsite.	May 2015
42. Final Payment 25% of Services \$20,686	CLIENT provides final payment.		30 days after completion of Go Live.
43. Follow-up Visit	CLIENT assembles various Departments for review with CRW.	CRW conducts an onsite follow-up visit 45 days after Go Live.	45 days after completion of Go Live.
System Administrator / Report Writing Training	CLIENT provides System Administrators for training at a remote location.	CRW trains CLIENT staff at any of the following locations & dates.	Date and location to be determined based on availability.

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone.

EXHIBIT C

PROJECT COST SUMMARY

A. Software & Licensing Fees			
GeoTRAK, Standard TRAKiT GIS (ArcGIS Server Version 10.1 and above)	\$ 10,000	-	Module
PermitTRAK	\$ 9,500	-	Module
ProjectTRAK	\$ 9,500	-	Module
AEC TRAK	\$ 0	-	Module
CodeTRAK	\$ 9,500	-	Module
LicenseTRAK	\$ 9,500	-	Module
eTRAKiT	\$ 15,000	-	Module
End-User Licensing (concurrent)	\$ 30,000	-	15 Users
Sub-total:			\$ 93,000
B. Implementation & Project Management			
System Configuration	\$ 18,750	-	25 class. Types
Control Tables Setup	\$ 12,000		
GIS Integration	\$ 2,500		
eTRAKiT Configuration	\$ 8,500		
TRAKiT System Installation – Support	\$ 1,500	-	1 remote day
Kick-off Meeting	\$ 4,000	-	2 Days
Business Process Review (BPR Meeting)	\$ 6,000	-	3 Days
Project Meetings (on-site)	\$ 8,000	-	4 Days
CRW Go-Live Support	\$ 4,000	-	2 Days
Sub-total:			\$ 65,250
C. Data Conversion			
Assessor, or GIS import Applications	\$ 5,000	-	Assessor or GIS data
	\$ Included	-	Hansen system
Sub-total:			\$ 5,000
D. Training Services			
End User Training	\$ 10,000	-	5 days
System Acceptance Training	\$ 8,000	-	4 days
System Admin/Report Writing Training	\$ 1,500	-	2 Seats total
Online Instructor-Lead Webinars	\$ Included	-	10 hours
Sub-total:			\$ 19,500
E. Travel & Expenses			
			\$ 17,000
F. Contingencies / Customizations			
Financial System Integration	\$ Included	-	Munis (batch script)
Custom Forms	\$ Included	-	9 forms
Asset Management Integration	\$ Included	-	Batch export
Functionality Requirements No.112	\$ Included		
Functionality Requirements No.113	\$ Included		
Functionality Requirements No.181	\$ Included		
Functionality Requirements No.216	\$ Included		
Sub-total:			\$ 0
G. Discounts			
Proposed Project Discount	(\$ 24,000)		
Sub-total:			(\$ 24,000)
Total of TRAKiT Installation:			\$ 175,750

EXHIBIT D

SOFTWARE LICENSE AGREEMENT

This perpetual License Agreement for the use of "Community Development Software" (Software) developed and marketed by CRW is granted to CLIENT by CRW as of the date of this Agreement.

SUMMARY OF LICENSE TERMS

1. Software is marketed by CRW under the title of "TRAKiT".
2. Software provided to the CLIENT under this License allows the CLIENT to perpetually use, not own, the software.
3. Software is provided to the CLIENT as a multi-user, concurrent access license. The designated number of concurrent Users/Administrators/Observers for this license is fifteen (15). CLIENT is permitted to install Software on any and all workstations owned or controlled by the CLIENT. Software will allow a designated number of concurrent users to access the databases maintained by Software. Users attempting to access the system databases with Software after the designated number of concurrent users is logged on will be prohibited from logging on.
4. This software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of CRW.
5. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The Title, ownership rights, and intellectual property rights in and to this Software shall remain with CRW.
6. CRW has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither CRW nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.
7. CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.
8. CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Response to the CLIENT's RFP, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed.
9. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit F attached hereto.
10. Neither CRW nor any of the people or companies involved in providing this license to the CLIENT may be held liable for any incidental or consequential damages caused by failures or faults of the software or its functions.
11. CRW's sole responsibilities with respect to error corrections will be to correct any defects or errors in the Software or its functions, which are brought to the attention of CRW by the CLIENT.
12. This License Agreement will remain in effect until CLIENT returns Software to CRW, or until CLIENT destroys Software.

13. CLIENT is authorized to implement a TEST environment that is a complete copy of the LIVE environment for the specific use of testing hotfixes, updates, upgrades released by CRW and for investigating issues reported by CLIENT's users.

EXHIBIT E

SYSTEM ACCEPTANCE TESTING

1. CLIENT shall commence System Acceptance tests upon written notification from CRW that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at CLIENT site, using CLIENT computer hardware. CLIENT staff will conduct all System Acceptance Testing.
2. CLIENT shall be allowed a period of thirty (30) business days for System Acceptance Testing, beginning from the date of notification as provided in paragraph 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. CLIENT shall immediately advise CRW, in writing, of any error, or perceived error, discovered at any time during the testing period.
3. Upon delivery of written notification from CLIENT to CRW of a software system or database conversion error, or other problem, has occurred, CRW shall have ten (10) business days to address and correct such error so as to render the system operable. CRW shall provide written notice to CLIENT that the error has been corrected. During the time period between notification of any error until such time that CRW advises CLIENT of correction of such error the thirty (30) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by CRW that the previously noticed errors have been corrected and once the corrections have been made available to the CLIENT.
4. CRW shall provide written notice to CLIENT when the thirty (30) day System Acceptance test period has expired. Thereafter, CLIENT shall have five (5) business days to provide CRW with written notice of any remaining errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATEST OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY CRW TO CLIENT THAT THE FINAL PROBLEMS IDENTIFIED BY CLIENT PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY CRW TO CLIENT INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.
5. CLIENT may begin using the software for productive use following completion of the System Acceptance tests. "Productive Use" shall include the issuance of any building permits, inspections and/or fee collection from the general public.
6. CLIENT may not begin to use the software for productive use prior to completion of the System Acceptance tests. If CLIENT begins using software for productive use prior to completion of the System Acceptance test, then the system acceptance test will be deemed completed and satisfactory.



SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

This Agreement is entered into this ____ day of _____, ____, by and between VILLAGE OF PLEASANT PRAIRIE, WISCONSIN (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for the maintenance and support services as specifically provided herein (hereafter referred to as "the SOFTWARE") provided to CLIENT by CRW pursuant to a separate Installation & License Agreement.

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. SCOPE OF SERVICES

A.1. AGREEMENT CONTENTS:

This Agreement includes the following Exhibits:

Exhibit A.	Covered Sites, Software Modules, & Configuration
Exhibit B.	Services & Fees

A.2. SERVICES OFFERING:

CRW shall provide maintenance service, technical support, and software updates for the SOFTWARE as further detailed in Exhibit A and herein referred to as "Covered Software". Covered software does not include hardware, hardware vendor operating systems and other system software, CLIENT-developed software, or third-party software.

B. DESCRIPTION OF SERVICES

B.1. SUPPORT SERVICES:

During the term of this Agreement, CRW shall provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with its intended use.

CRW shall provide the following services:

- B.1.1.** TRAKiT software modifications to correct bugs or errors that are reported to CRW by CLIENT.
- B.1.2.** TRAKiT software updates that are posted from time to time.
- B.1.3.** Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).
- B.1.4.** Technical support via web form on CRW web site (www.crw.com).
- B.1.5.** TRAKiT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.
- B.1.6.** CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

B.2. SERVICE LEVEL AGREEMENT:

The purpose of this Service Level Agreement (SLA) is to ensure that the proper commitments are in place to provide consistent IT service support and delivery to CLIENT by CRW. This SLA is valid from the effective date of this contract and is valid until further notice.

B.2.1. Service Availability

Coverage parameters specific to the services outlined herein are as follows:

- B.2.1.1.** Telephone and Email support is available during normal operating hours between 5:00 AM to 5:00 PM (PST) Monday through Friday. Calls received out of office hours will be received by CRW's automated messaging system and best efforts will be made to take action to any after-hours requests.

B.2.1.2. Emails received outside of normal operating hours will be collected, however, no action can be guaranteed until the next working day.

B.2.2. Remedial Support

Upon notification by CLIENT of an error, defect, malfunction or nonconformity in the Covered Software, CRW shall respond as follows:

B.2.2.1. SEVERITY 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: CRW shall provide a response by a qualified member of its staff to begin to diagnose and to correct Severity 1 problem as soon as reasonably possible, but in any event, a response via telephone will be provided within two (2) hours. CRW will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to CLIENT as a work-around or as an emergency software fix. If CRW delivers an acceptable work-around, the severity classification will drop to Severity 2.

B.2.2.2. SEVERITY 2: Produces a detrimental situation in which performance of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

RESPONSE: CRW will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within six (6) hours. CRW will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution shall be delivered to CLIENT in the same format as Severity 1 problems. If CRW delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

B.2.2.3. SEVERITY 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

RESPONSE: CRW will provide a fix or fixes for Severity 3 problems within 15 days or at the next scheduled maintenance release, whichever occurs first.

B.2.2.4. SEVERITY 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from CRW.

RESPONSE: CRW will provide a fix or fixes for Severity 4 problems within 30 days or at the next scheduled maintenance release, whichever occurs first.

B.2.2.5. For the purpose of the response listed above, an "hour" is defined as one (1) business hour during CRW office hours, and a "day" is defined as one (1) business day during CRW office hours.

B.3. SERVICE NOT INCLUDED:

Maintenance services do not include any of the following:

- (1) Custom programming services;
- (2) On-site support, including installation of hardware or software;
- (3) Support of any software not designated as Covered Software.
- (4) Custom reports/forms or a modification to an existing reports/forms.
- (5) Training, except as specified in Exhibit B.

B.4. ADDITIONAL SERVICES:

CLIENT may request CRW perform additional services which are not covered under the Scope of Services or Description of Services as provided in this Agreement. Should CRW agree to perform said additional services,



CRW & CLIENT shall enter into a separate written agreement setting forth the scope of said additional services and the compensation to CRW for those additional services. Said separate written agreement may be made an amendment to this Agreement at CRW's discretion.

B.5. LIMITS OF LIABILITY

CRW assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if CLIENT has made changes to the system hardware/software configuration or modifications to any supplied source code of the Covered Software.

C. DUTIES & RESPONSIBILITIES OF CLIENT

C.1. INFORMATION TO BE PROVIDED BY CLIENT:

- C.1.1.** The CLIENT will provide CRW with access to CLIENT servers and workstations as needed for technical support or assistance.
- C.1.2.** The CLIENT will ensure and provide that staff who use CRW software will have sufficient basic knowledge of CLIENT business processes and basic MS-Windows functions.
- C.1.3.** CLIENT workstations must be compatible with the version(s) of Internet Explorer supported by CRW. At the time of the signing of this agreement versions 9 and 10 are supported.

D. COMPENSATION

D.1. SERVICE FEES:

Fees for Maintenance, Support & Service provided under this Agreement shall be contained in Exhibit B. Should a user and/or software package be added to Exhibit A, CRW reserves the right to adjust and/or amend Exhibit A and Exhibit B accordingly and shall provide CLIENT with notification of such adjustment.

D.2. TAXES:

CLIENT shall, in addition to the other amounts payable under this Agreement, pay all applicable sales and other taxes, national, state or otherwise, however designated which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, CLIENT shall promptly pay to CRW an amount equal to any such items actually paid, or required to be collected by CRW.

E. EXCLUSIONS OF LIABILITY

E.1 WARRANTY:

CRW MAKES AND CLIENT RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH CRW IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY CRW OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, CRW SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL CRW BE LIABLE HEREUNDER TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO CRW UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

E.2. INDEMNITY:

- E.2.1.** To the extent permitted by law, CRW agrees to indemnify and hold harmless CLIENT, its officers, officials, employees, and agents from and against liability, damages, costs, losses, claims and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors or omissions of CRW and its employees, subcontractors, sub consultants, and agents in the performance of this Agreement.
- E.2.2.** To the extent permitted by law, CLIENT agrees to indemnify and hold harmless CRW, its employees, sub consultants, and agents from and against liability, damages, costs, losses, claims, and expenses,



including reasonable attorneys' fees, arising out of the negligent acts, errors, or omissions of the CLIENT, its officers or employees, including, but not limited to, incorrect data or information provided by CLIENT.

F. INSURANCES & LICENSES

F.1. INSURANCE:

CRW shall procure and maintain in force, for the entire duration of this Agreement, insurance providing coverage for bodily injury and property damage which may arise out of the operations of CRW or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

CRW shall furnish an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage's required by this contract prior to the commencement of a new term.

F.1.1. Commercial General Liability Insurance (CGL)

F.1.1.1. Commercial General Liability Insurance (CGL) shall be provided on an Occurrence Form with coverage limits as shown in this section below. Claims-made coverage and Modified occurrence forms are unacceptable.

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$3,000,000
Products/Completed Operations Limit:	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000

F.1.1.2. CRW shall endorse the CGL to include CLIENT as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.

F.1.1.3. CRW's insurance shall be primary and not excess to, or contributory with any insurance coverage. CRW's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.

F.1.1.4. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

F.1.2. Worker's Compensation/Employers Liability Insurance

F.1.2.1. CRW and its subcontractors are required to purchase and maintain in force worker's compensation coverage and employer's liability coverage at the following limits:

Worker's Compensation Coverage	Statutory Limits
Federal Acts Coverage (if applicable)	Statutory Limits
Employers Liability Insurance	
Each Occurrence Limit	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

F.1.2.2. If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of CRW or its subcontractors under the U.S. Longshoremens and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, CRW shall ensure that proper coverage is purchased and maintained.

F.1.2.3. CRW and all Subcontractors shall endorse the Worker's Compensation coverage to provide a "waiver of subrogation" in favor of the CLIENT.

F.1.3. Commercial Automobile Liability Coverage

Commercial Automobile Liability Coverage shall be provided as Combined Single Limit \$2,000,000. Automobile Liability coverage shall include coverage for owned, non-owned and hired automobiles and be endorsed naming the CLIENT as an additional insured.

F.1.4. Professional Liability Coverage



Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000.

F.2. LICENSES:

CRW shall maintain all licenses required by law which are applicable and necessary to the course and conduct of their business, including, but not limited to, a business license in the State, County, and/or City in which CLIENT is located, if applicable. Said licenses shall be maintained in full force throughout the term of this Agreement and any extension thereof.

G. TERM & TERMINATION

G.1. TERM:

The term of this Agreement shall be for five (5) years. Covered Software maintenance service and support shall commence upon the receipt of a fully executed original of this Agreement. This Agreement shall remain in effect for the original five (5) year term and, thereafter, for automatic renewal terms on annual basis until terminated.

G.2. TERMINATION:

This Agreement may be terminated by CLIENT at any time, with or without cause upon thirty (30) days written notice to CRW. The Date of Termination (hereinafter "Date of Termination" or "Termination Date") shall be defined as the date which is thirty (30) days from the date on which the written notice of termination is postmarked or if sent by email, the date which is thirty (30) days from the date on which CRW is in receipt of said email. In the event of termination by CLIENT, CLIENT shall pay CRW for all services rendered up to and including the Date of Termination. Upon termination CLIENT will be deactivated from access to the Software. All data will be provided to the CLIENT on a separate CD-disk.

H. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES

H.1. DESIGNATED CONTRACT REPRESENTATIVES:

H.1.1. All communication relating to fees, termination, or the general provisions of this Agreement shall be exchanged between the designated representatives of CLIENT and CRW Systems as follows:

CLIENT	CRW
Name: Michael Pollocoff	Christopher R. Wuerz, P.E.
Title: Village Administrator	President, CRW Systems, Inc.
Address: 9915 39 th Avenue	2036 Corte Del Nogal Suite 200
Pleasant Prairie, WI 53158	San Diego, CA 92011
Phone: (262) 925-6721	Phone: (858) 451-3030
Fax:	Fax: (760) 438-2060
Email: mpollocoff@plprairiewi.com	Email: chris@crw.com

H.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

H.2. CLIENT REFERENCES:

CRW will not use CLIENT's name, logo or any other trademarks (including in any press releases, CLIENT "case studies," and the like) without CLIENT's prior written approval, email acceptable

I. ADDITIONAL PROVISIONS

I.1. INDEPENDENT CONTRACTOR:

CLIENT and CRW acknowledge and intend that, to the maximum extent permissible by law: (a) this Agreement does not constitute an employment agreement by either party; (b) that CLIENT and CRW are independent contracting parties with respect to all services rendered under this Agreement; and (c) this Agreement shall not be construed as a partnership. CRW shall retain sole and absolute discretion and judgment in methods, techniques and procedures used in performing the services set forth herein. The fact that CLIENT or CRW may



carry worker compensation insurance for their own respective benefits and for the benefit of each other shall not create an inference of employment.

I.2. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

I.3. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Wisconsin. Venue for the enforcement of this agreement shall lie exclusively in Pleasant Prairie, WI.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the Court of Kenosha County, Wisconsin, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

I.4. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I.5. SEVERABILITY:

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

I.6. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

I.7. ENTIRE AGREEMENT:

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

I.8. AGREEMENT AS OFFER:

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before September 23, 2014.

Village of Pleasant Prairie, WI

CRW SYSTEMS, INC.

Dated: _____

Dated: _____

By: _____
Designated Representative

By: _____
Christopher R. Wuerz, President

EXHIBIT A

COVERED SITES, SOFTWARE MODULES, & CONFIGURATION

A. COVERED SITES

This Agreement covers the following CLIENT sites:

1. Village of Pleasant Prairie, WI offices

B. COVERED SOFTWARE MODULES

This Agreement covers the following TRAKIT software components at each site listed in Exhibit A, Section A:

1. TRAKIT Software Modules including:
 - a. ProjectTRAK
 - b. PermitTRAK
 - c. CodeTRAK
 - d. LicenseTRAK
 - e. AEC TRAK
 - f. GeoTRAK
 - g. Reporting
2. TRAKIT GIS
3. eTRAKIT

C. COVERED CONFIGURATION

This Agreement covers the following configuration:

15 Simultaneous User and 0 Observer licenses of Covered Software (except eMarkup) purchased by CLIENT.
(Platform support Windows 7 Operating System).



EXHIBIT B

SERVICES & FEES

Maintenance Services and Support for the applications and configuration listed in Exhibit A will be provided for a fee and payable per the Fee Schedule below. The fee may be adjusted at the end of the five (5) year term of this Agreement to the then current pricing. Should additions to the number of licensed users or the Covered Software occur during the term of this Agreement or any extension thereof, CRW shall adjust the fee to reflect the applicable changes and provide CLIENT with written notice of the fee change.

First year Annual Maintenance Fees for TRAKiT modules are due at System Acceptance. Second and subsequent Annual Maintenance Fees are due on the Anniversary of System Acceptance.

FEE SCHEDULE – TRAKiT (15 Users) *

YEAR	FEES	DUE DATE	Covered Period
YEAR 1	Waived	April 2015	April 2015 – April 2016
YEAR 2	\$18,600.00	April 2016	April 2016 – April 2017
YEAR 3	\$19,530.00	April 2017	April 2017 – April 2018
YEAR 4	\$19,530.00	April 2018	April 2018 – April 2019
YEAR 5	\$20,507.00	April 2019	April 2019 – April 2020

**Village of Pleasant Prairie
Office of the Village Administrator**

September 15, 2014

TO: Village Board of Trustees

FROM: Michael Pollocoff, Village Administrator
Carol Willke, Human Resources Director

RE: Consider a 2014-2015 Agreement between the Village of Pleasant Prairie and Pleasant Prairie Fire Fighter's Association 3785.

Proposed Contract Agreement Changes for January 1, 2014 – December 31, 2015

1. ARTICLE VII – COMPENSATION, Section 1, Appendix "A":

1. Increase all rates by 1.5%, effective January 1, 2014;
2. Increase all rates by 1.0%, effective July 1, 2014.
2. Increase all rates by 2.0%, effective January 1, 2015.

2. ARTICLE XVIII – HOSPITAL/SURGICAL, DENTAL AND LIFE INSURANCE:

"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 per cent (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 their 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 per cent (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."

3. ARTICLE V- FAIR SHARE AND DUES (pp. 10-13):

Delete the following, Page 13, lines 10-11: "This shall be retroactive to January 1, 1998."

4. ARTICLE VI- SENIORITY (pp. 14-18):

Revise Section 1 - Definition as follows, lines 6-8:

"If two or more employees are appointed on the same day, seniority shall be determined by ~~ranking created by the Police and Fire Commission~~ the ranking created by the Chief, with concurrent notice to the Union."

5. ARTICLE VIII - RETIREMENT FUND CONTRIBUTIONS revise to read:
 - A. "For employees hired prior to July 1, 2011, the Village shall pay the employees share of the Wisconsin Retirement System. Effective July 1, 2012 employees shall contribute three percent (3%) of the employee's share. Effective January 1, 2013 employees shall contribute a total of five point nine percent (5.9%) of the employee's share. Effective upon ratification or issuance of an arbitration award, employees shall contribute a total of six point five percent (6.5%) of the employee's share. Effective January 1, 2015, each employee shall contribute the amount required by the Wisconsin Employee Trust Fund for the full employee WRS contribution."
6. ARTICLE IX- CLOTHING ALLOWANCE (pp. 21-23):
 - A. Section 1- Safety Equipment: Revise "Comm. 30.11) (5-1)" to read "SPS 330(5-1)": [Clarification]
 - B. Section 2 - Station Uniforms:
 - D. Revise "Windy City Breaker" Jacket to read "5.11 Hi Vis Responder Parka". [Clarification]
 - C. Delete references to "NFPA approved" and "NFPA 1975" standards.
7. ARTICLE XVIII - HOSPITAL/SURGICAL, DENTAL AND LIFE INSURANCE Revise Section 4 Dental Insurance to reflect employee premium contribution of "ten percent (10%)."
8. ARTICLE XXI - Promotion Procedure revise VILLAGE PROMOTION POLICY/PROCEDURE, paragraph numbered "2" to include a new certification and qualification:

"F. Completion of the Company Officer Leadership Academy (COLA)."
9. ARTICLE XXI - PROMOTION PROCEDURE revise VILLAGE PROMOTION POLICY/PROCEDURE delete numeric reference to "three (3)" in paragraph 4 (line 16) and paragraph 5 (line 23). The remainder to continue.
10. ARTICLE XXII- TRANSFER OF PERSONNEL (p. so):

Delete "platoons/s", Lines 4; 8; 11. Replace with "Shift/s". [Clarification]
Replace "shall" with "may", line 8.
11. ARTICLE XXIV- GRIEVANCE PROCEDURE (pp. 53-56):
 - A. Revise Step 4.A to reflect the provision of a panel of five arbitrators from the Wisconsin Employment Relations Commission. The parties shall alternatively strike names from the list, with the grieving party having the first strike.
 - B. Correct: Heading from "XXIX" to "XXIV".
12. Amend ARTICLE XXV, ACTING LIEUTENANT COMPENSATION, SECTION 1 to increase acting Lieutenant pay to \$0.50 in the first year of the collective bargaining agreement (effective 1/1/14), to \$0.55 in the second year of the collective bargaining agreement (effective 1/1/15) and to \$0.60 in the final year of the collective bargaining agreement (effective 12/31/15).

14. ARTICLE XXVIII- MISCELLANEOUS PROVISIONS (p. 60):
Section 2 - Revise to read as follows:
"Employees covered under this Agreement shall reside within any part of Kenosha County or Racine County, Wisconsin. Newly hired employees must establish such residency within one (1) year of date of hire. Compliance with this rule may be extended by the Chief, for extenuating circumstances, with a six month option."

15. Amend Article XXXII, Duration, Section 1 to reflect a two year agreement, January 1, 2014 through December 31, 2015.

16. ARTICLE XV – VACATION AND HOLIDAY SELECTION:
Revise "January 1", lines 4 and 12 (page 33) to read: "by the third Thursday in December of the preceding year."

MEMORANDUM OF AGREEMENT II

This Agreement is made between the Village of Pleasant Prairie (“Village”), and the Pleasant Prairie Professional Firefighter’s Association, Local 3785 (“Association”).

The Village and the Association hereby agree that when the Fire Chief determines that it is necessary to assign a qualified Lieutenant to the temporary position of Acting Duty Chief, the Lieutenant to whom the assignment is made by the Chief shall receive \$2.20 per hour for all on-duty and off-duty hours for which the assignment is made.

This Memorandum of Agreement shall be in effect from the date of its execution and runs with the collective bargaining agreement between the parties. The Village reserves the right to assert that the terms of the Memorandum are a permissive subject of bargaining. In the event the Village asserts the terms of this Memorandum are permissive the Union reserves the right to take appropriate legal action and/or make bargaining proposals based on its belief that the terms of this Memorandum concern a mandatory subject of bargaining.

VILLAGE OF PLEASANT PRAIRIE

LOCAL 3785, IAFF

Date

Date

MEMORANDUM OF AGREEMENT III

The assignment of overtime shall follow the Voluntary Overtime Distribution List created on January 1st of each year. The most senior person will be the first on the list progressing to the least senior person at the bottom of the list. As overtime is awarded the person that works the overtime shift shall be moved down the list in order of the hours worked, the more hours, the further down the list. In the event of two or more individuals with the same number of worked; the individuals will be listed in order of seniority (the higher the seniority the higher on the list) but in the overall order of hours worked. Notification of the opening shall be made via cellphone text message distribution and telephone calls made to the phone number listed as the primary recent entry in the overtime Excel sheet and be awarded to the person closest to the top of the list that accepts the shift, not the first person that returns the text or phone call. If someone fails to answer their phone or return a text message within a "reasonable time" (as determined by the Officer in Charge at the time and under the circumstances), the lack of a response shall be considered an answer in the negative to the request for overtime.

In the event a new Firemedic is hired mid-year the person shall be incorporated into the list in the following way:

On the first day that the new Firemedic is available for duty the list shall be copied, each person staying in the exact position that they were on the list that day. The new Firemedic shall be added to the bottom of that list and everyone's hours shall be reset to zero. The hours awarded up until that day for existing personnel shall be copied to a new column along with their seniority by number in another column. The new list shall be followed with overtime being assigned as before. See attached examples for clarification.

Mandatory Call Back: ("ordered in")

When a Fulltime employee calls in sick, leaves during their shift as sick, uses funeral leave or any other type of unscheduled leave the following procedure shall be used to fill the shift:

1. Use the standard method of overtime distribution listed above under Overtime Distribution, making sure those personnel that are close to the top of the list in step three are told that they may be ordered in and to be available for a return call.
2. If no one accepts the overtime assignment using step one, then an All-Tone shall be set off announcing that personnel available to fill the opening shall call the station. The opening may be filled by any qualified person, Full-time or Part-time. The shift shall be awarded to the first person that calls in that is qualified to fill the shift irrespective of Full-time/Part-time or seniority. If no qualified personnel accept the shift assignment within a ten minute time period of the All-tone, the Officer in Charge shall proceed to step three.
3. A second call back list will be created titled the Mandatory Call Back of Fulltime Local 3785 Personnel List. This list will start new on January 1st of each year with the least senior person being first on the list progressing to the most senior person at the bottom of the list. As overtime is assigned the person that works the overtime shift shall be moved down to the bottom of the list. In the event two or more individuals are ordered in on the same date, the first person ordered in drops to the bottom of the list, the second person ordered in drops below the first person that was ordered in that day and so on. Seniority only applies to the creation of the list January 1st each year. If the shift is not covered using step one or two, then the following procedure shall be used to order a qualified Full-time employee to fill the shift:
 - a. In the event that advance notice is given of unscheduled time off (sick or funeral leave) and no one accepts the assignment using step one or two, then the person on the off-going shift (that is present, not on Vacation, Holiday, Trade, Funeral Leave or Sick

Leave) and is the highest on the Mandatory Call Back list shall be assigned to work the shift.

- b. In the event that there is no advance notice given of unscheduled time off, i.e. someone becomes ill while on-duty and no one accepts the assignment using step one or two, then the person highest on the Mandatory Call Back list irrespective of shift assignment, shall be assigned to work the shift. It is important that when contacting personnel in step one that persons that may be ordered in be instructed that they need to be prepared to answer their phone upon call back.

VILLAGE OF PLEASANT PRAIRIE

LOCAL 3785, IAFF

Date

Date

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

Agreement between the

VILLAGE OF PLEASANT PRAIRIE

and the

**PLEASANT PRAIRIE PROFESSIONAL
FIREFIGHTER'S ASSOCIATION LOCAL 3785**

Effective January 1, 2014 - December 31, 2015

AGREEMENT

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THIS AGREEMENT is made and entered into by and between the Village of Pleasant Prairie, Wisconsin, hereinafter referred to as the “Village” and the Pleasant Prairie Professional Fire Fighter’s Association, Local 3785, International Association of Fire Fighters, hereinafter referred to as the “Association” pursuant to the provisions of Chapter 111.70, and subject to the Sections of the Wisconsin Statutes as may be pertinent hereto.

1 **P R E A M B L E**

2 It is the intent and purpose of the parties hereto that this Agreement shall:

3 (1.) Set forth their agreement with respect to rates of pay, hours of
4 work and other conditions of employment to be observed by
5 the Village, the Association and the employees who are
6 covered by this Agreement;

7 (2) Provide procedures for fair adjustment of grievances;

8 (3) Prevent interruptions of work during the life of this Agreement;

9 and,

10 (4) Promote harmonious relations between the Village, the
11 Association, and the employees.

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1 **ARTICLE I**

2 **HEADNOTE**

- 3 A. Reference to Fire Chief, includes the Fire Chief's designated
4 representative.
- 5 B. For purposes of simplicity, employees shall be designated by their
6 regularly assigned tour of duty. Employees assigned to the "24 hour
7 tour of duty" will be referred to as "24 hour employees". Employees
8 assigned to the "11 hour tour of duty" will be referred to as "11 hour
9 employees"
- 10 C. "Tour of duty", "workday", "shift" and "duty day" are synonymous.
- 11 D. The "base hourly rate" of pay for the 24 hour employee and 11
12 hour employee is derived by dividing the annual salary by 2,912
13 hours for 1998 and thereafter.
- 14 E. Reference to a "duty day" for a 24 hour employee means 24
15 hours.
16 Reference to a "duty day" for a 11 hour employee means 11 hours.
- 17 F. The "56 hour tour of duty for 1998" and thereafter, refers to the
18 weekly work schedule of a 24 hour duty day.
- 19 G. The "Board of Police and Fire Commissioners" shall be referred to
20 herein as the "Commission".
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1 **ARTICLE II**

2 **RECOGNITION**

3 **SECTION 1.** The Village recognizes the Association as the exclusive
4 collective bargaining agent or representative on all matters of wages,
5 hours and conditions of employment as defined in Section 111.70 (1) (a),
6 Wisconsin Statutes, for all regular full-time sworn employees of the
7 Pleasant Prairie Fire & Rescue Department, but excluding supervisory
8 employees as defined in Section 111.70 (1) (a), Wisconsin Statutes, for
9 the purpose of collective bargaining as defined in Section 111.70 (1) (a),
10 Wisconsin Statutes.

11 **SECTION 2.** The Village agrees that it will not discriminate against any
12 employee covered by this Agreement because of membership or activities
13 in the Association, nor will the Village interfere with the right of any
14 employee to become a member of the Association, as provided by
15 Section 111.70 (1) (a), Wisconsin Statutes.

1 **ARTICLE III**

2 **MANAGEMENT RIGHTS**

3 **SECTION 1.** Except as otherwise provided in this agreement, the Village
4 retains all the normal rights and functions of management and those it has
5 by law. Without limiting the generality of the foregoing, this includes the
6 right to hire, promote, transfer, demote or suspend or otherwise discharge
7 or discipline for proper cause; the right to decide the work to be done and
8 location of work; to utilize personnel, methods and means in the most
9 appropriate efficient and flexible manner possible, to manage and direct
10 the employees of the Village, to take whatever action necessary in
11 situations of emergency, to determine the size and composition of the
12 work force, to contract for work, services or material; to use temporary,
13 provisional, part-time or seasonal employees; to schedule overtime work,
14 to establish or abolish a job classification, to establish qualifications for the
15 various job classifications, to introduce new or improved methods,
16 operations or work practices. The Village shall have the right to adopt and
17 alter reasonable rules and regulations.

1 **ARTICLE IV**

2 **ASSOCIATION RIGHTS AND PRIVILEGES**

3 **SECTION 1.** The Association shall keep the Chief and the Village
4 Administrator of the Village of Pleasant Prairie currently advised as to the
5 name of the authorized Association representatives who are designated to
6 act on behalf of the Association for the purpose of investigating and
7 processing grievances. One (1) such representative shall be allowed a
8 reasonable amount of time during working hours, without loss of pay,
9 upon permission being granted by the Chief, or in his absence Assistant
10 Chief, to investigate and/or process grievances in Steps 1 and 2 of the
11 grievance procedure. Permission will be granted provided the activity
12 does not impair the operation of the Department. Any dispute concerning
13 the exercise of discretion in determining the allowable paid grievance time
14 shall be subject to the grievance procedure.

15 **SECTION 2.** The Association shall be permitted to conduct executive
16 board or emergency business meetings on Village premises under the
17 control of the Fire & Rescue Department, provided prior permission has
18 been obtained from the Chief. No permission is granted hereunder for on
19 duty personnel to attend Association meetings during duty hours, with the
20 exception that a maximum of two (2) officers of the Association may
21 attend such meetings without loss of pay. The Chief may grant special
22 permission for other personnel to attend such meetings without loss of

1 pay. It is understood that on duty personnel attending such meetings will
2 respond immediately to any duty demands.

3 **SECTION 3.**

4 (A) Not more than two (2) Association representatives will be granted
5 time off without loss of pay during a duty day to attend labor contract
6 negotiation meetings with the Village, provided such representatives
7 are members of the Association's negotiating committee and the
8 shift assignments of the representatives are at the same time that a
9 labor contract negotiation meeting is conducted.

10 (B) If negotiation meetings are called by the Village during normal
11 working hours, the designated negotiators for the Association who
12 shall participate in such meetings will be granted time off for such
13 meetings without loss of pay.

14 **SECTION 4.** Attendance at annual Association convention for one (1)
15 delegate, one (1) day off without loss of pay shall be granted by the
16 Village; provided, that at least a twenty-seven (27) day notice of the
17 request shall be given to the Village and to the Chief.

18 **SECTION 5.** The Village will provide the Association the use of a
19 bulletin board at each fire station for the purpose of posting material
20 concerning the following types of subjects: Association meetings,
21 elections, committee reports, rulings or policy statements, recreational
22 and social affairs, employee personal affairs, etc. No material shall be

1 posted which contains anything defamatory, scurrilous, anything
2 pertaining to candidacy for Village of Pleasant Prairie elective office and
3 incumbents of such offices, or anything reflecting in such a manner upon
4 the Village or any of its employees, unless such material is the result of
5 Association rulings or policy statements or committee reports and is typed
6 and/or printed on Association stationery. Violation of this section shall be
7 sufficient reason for removing the unauthorized posted material by
8 direction of the Chief. Any dispute as to the exercise of this discretion by
9 the Chief shall be subject to the grievance procedure.

10 **SECTION 6.** Not more than one (1) on-duty Association officer or their
11 representative may attend Police and Fire Commission meetings,
12 provided such personnel shall respond immediately to any alarms or calls
13 for the apparatus to which they are assigned. The Association shall make
14 every effort to assign off duty Association officers.

15 **SECTION 7.** Employee and non-employee Association representatives
16 shall be permitted to confer with employees during duty hours, concerning
17 Association business which is not in violation of this Agreement or
18 otherwise illegal; provided, the exercise of this privilege does not interfere
19 with the operations of the Department.

20 **SECTION 8.** Upon request, any employee covered by this Agreement,
21 who is being interviewed or ordered to appear before any superior officer

1 where disciplinary action may be taken, shall have the right to have an
2 Association representative present.

3 **SECTION 9.** The Association member serving as a state director of the
4 State of Wisconsin Professional Fire Fighter's Association shall be
5 authorized twenty-four (24) hours of released time annually, for the
6 purpose of attending State Association meetings. Employees who are
7 appointed to a State Advisory Board are permitted to attend such
8 meetings while on duty if they received approval from Chief two (2) weeks
9 in advance of the meeting and have agreed to advance the position of the
10 Village.

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1 **ARTICLE V**

2 **FAIR SHARE & DUES**

3 **SECTION 1.** All employees in the bargaining unit shall be required to
4 pay, as provided in this article, their fair share of the costs of
5 representation by the Association. No employee shall be required to join
6 the Association, but membership in the Association shall be available to
7 all employees who apply, consistent with the Associations constitution and
8 bylaws.

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

20 A. For the purposes of this article, exempt employees are those
21 employees who are members of the Association and whose
22 dues are deducted and remitted to the Association by the

1 Employer pursuant to Article V (Dues Deduction) or paid to
2 the Association in some other manner authorized by the
3 Association. The Association shall notify the Employer of
4 those employees who are exempt from the provisions of this
5 article and shall notify the Employer of any changes in its
6 membership affecting the operation of the provision of this
7 article.

8 B. The Association shall notify the Employer of the amount
9 certified by the Association to be the fair share of the cost of
10 representation by the Association and the date for the
11 commencement of fair share deductions, two weeks prior to
12 any required fair share deduction.

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

18 The Association shall provide employees who are not members of
19 the Association with an internal mechanism with the Association which is
20 consistent with the requirements of state and federal law and which will
21 allow those employees to challenge the fair share amount certified by the
22 Association as the cost of representation and to receive, where
23 appropriate, a rebate of any monies to which they are entitled. To the

1 extent required by state or federal law, the Association will place in an
2 interest-bearing escrow account any disputed fair share amounts.

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

15 **SECTION 2.** Indemnification: The Association will refund to the
16 employee involved any Association dues erroneously collected by the
17 Employer and paid to the Association. The Association agrees to hold the
18 Employer harmless from any claims or demands arising out of compliance
19 with the provisions of this article.

20 **SECTION 3.** Dues Deduction Forms: The Employer agrees to deduct
21 monthly dues from the pay of employees who individually sign voluntary
22 check-off authorization forms supplied by the Association, which shall
23 include the following statement:

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“I, the undersigned, hereby authorize the Village of Pleasant Prairie to deduct from my wages each and every month, my Association dues designated by the Secretary Treasure of the Association for and on my behalf.”

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

SECTION 4. 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 lump sum.

ARTICLE VI

1 **SENIORITY**

2 **SECTION 1. - DEFINITION:** Shall mean the status attained by length
3 of continuous service following the successful completion of the
4 probationary period; the employee's seniority date shall then be
5 retroactive to the date of hire as a full-time employee. If two or more
6 employee's are appointed on the same day, seniority shall be determined
7 by the ranking created by the Chief, with concurrent notice to the Union..

8 **SECTION 2. – PROBATIONARY PERIOD** New employees shall be on
9 a probationary status for a period of not less than 365 days, and until
10 meeting all training certification and residency requirements as
11 determined by the chief. Probationary status may be extended by the
12 chief with a six (6) month option. During their probationary period, new
13 employees may be discharged at the discretion of the Chief of the Fire &
14 Rescue Department without recourse to the contractual grievance
15 procedure or to the Police and Fire Commission herein. If still employed
16 after such date, seniority shall date from the first day of hiring. Until a
17 probationary employee has acquired seniority, he shall have a no re-
18 employment rights in case of layoff.

19 **SECTION 3. – PERSONNEL ACTIONS** The practice of following
20 seniority in transfers, layoffs, recalls from layoffs, vacations and shift
21 preference to fill vacancies shall be continued. Seniority shall not
22 accumulate during any period of layoff or unpaid leave of absence (except

1 active military duty) and shall not include paid on call time prior to hire as
2 a full-time employee of the Department. Ability and efficiency shall be
3 taken into consideration only when they substantially outweigh
4 considerations of length of service or in cases where the employee who
5 otherwise might be retained or promoted on the basis of such continuous
6 service is unable to do the work required. Full-time employees shall
7 receive preference over part-time employees. A transfer is the filling of a
8 new or vacated position and shall be governed by job posting.

9 **SECTION 4. - TEMPORARY ASSIGNMENTS** The Village, in exercising
10 its right to assign employees, agrees that an employee has seniority in a
11 job classification, but may be temporarily assigned to another job to fill a
12 vacancy caused by a condition beyond the control of management. Any
13 employee so temporarily assigned shall be returned to his/her regular job
14 as soon as possible. Temporary assignments shall not be considered
15 transfers.

16 **SECTION 5. - LAYOFF AND BUMPING** In the event it becomes
17 necessary to reduce the number of employees in the department, the
18 probationary employees shall be the first to be laid off and then the
19 employee with the least seniority. If a position is eliminated, the
20 employee(s) affected by such action shall have the right to displace the
21 least senior employee within his/her classification. If this is not possible,
22 the affected employee shall displace the least senior employee within the

1 Fire & Rescue Department in any other classification, regardless of pay
2 rate, provided he/she has enough seniority to do so, and further provided
3 that the employee is able to demonstrate his ability to perform the work
4 within a 365 calendar days probationary period.

5 Employees laid off in a reduction of force shall have their seniority
6 status continue for a period equal to their seniority at the time of layoff, but
7 in no case shall this period be less than three (3) years. When vacancies
8 occur in a department, which any employees hold layoff seniority status,
9 then employees shall be given the first opportunity to be recalled and
10 placed on these jobs. In the event an employee declines to return to work
11 when recalled under this sections, such employee shall forfeit all
12 accumulated seniority rights.

13 **SECTION 6. – NOTICE OF TERMINATION** Any full-time employee
14 covered by this agreement whose employment is terminated for any
15 reason other than disciplinary action, shall be entitled to two (2) weeks'
16 notice.

17 All employees shall give two (2) weeks' notice, in writing, of their
18 intention to sever their employment with the Village. If any employee
19 fails to give such notice, any earned vacation pay shall be forfeited.
20 Earned vacation time shall not be counted toward the two (2) weeks
21 required notice.

1 **SECTION 7. – SENIORITY LIST** The Village shall prepare and
2 maintain an up-to-date master seniority list of all full-time employees.
3 Such list shall be brought up -to-date by the first business day of the new
4 year and immediately posted on department bulletin boards. Any
5 discrepancies, with the seniority list as posted shall be reported to the
6 Chief of Fire & Rescue, in writing, no later than thirty (30) days from the
7 date of posting, or the posted list shall stand approved.

8 **SECTION 8. – LOSS OF SENIORITY AND TERMINATION**

9 An employee shall lose his/her seniority rights for the following reasons
10 only:

- 11 A. If he/she quits.
- 12 B. If he/she has been discharged for just cause.
- 13 C. If he/she fails to notify the Village within one(1) week of his/her
14 intentions upon recall for layoff and does not report for work
15 within two (2) weeks of recall (by certified, return receipt mail).
- 16 D. If he/she has been in a layoff status longer than provided for
17 above.
- 18 E. If he/she fails to return to work on the first workday following
19 the expiration date of a leave of absence.
- 20 F. If he/she retires on a voluntary or compulsory basis.
- 21 G. If he/she receives disciplinary action of ten (10) days or more,
22 subject to the Chief’s discretion.

1 **SECTION 9 – RETENTION OF SENIORITY** For the purpose of fringe
2 benefits only, such as sick leave, vacation, holidays, retirement, etc., a
3 full-time employee's seniority shall continue if transferred from one Village
4 department or facility to another. For promotions or job retention, seniority
5 of the employee shall apply, subject to the contractual promotion
6 procedure as stated in Article XXI.

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1 **ARTICLE VII**

2 **COMPENSATION**

3 **SECTION 1.** Salaries of the employees in the bargaining unit shall be
4 established as shown in Appendix "A".

5 **SECTION 2. – STEP INCREMENTS** Upon successful completion of
6 probation employees will move to Step B after which employees will move
7 from the minimum step in the pay range to the maximum step in the pay
8 range in annual increments on the anniversary date of initial appointment.

9 **SECTION 3. – PAYDAYS** Departmental paydays for all employees
10 shall be on every other Friday.

11 **SECTION 4.** Paramedics shall receive an additional \$2,000.00 payment
12 a year as a paramedic incentive pay. This shall be received in two equal
13 installments in the months of June and December. These stipends shall
14 be prorated for new hires, based upon the date upon which the employee
15 in question began employment in the Department.
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1 **ARTICLE VIII**

2 **RETIREMENT FUND CONTRIBUTIONS**

- 3 A. **SECTION 1.** For employees hired prior to July 1, 2011, the Village
4 shall pay the employee's share to the Wisconsin Retirement System.
5 Effective July 1, 2012 employees shall contribute three percent (3%) of
6 the employee's share. Effective January 1, 2013 employees shall
7 contribute a total of five point nine percent (5.9%) of the employee's
8 share. Effective upon ratification or issuance of an arbitration award,
9 employees shall contribute a total of six point five percent (6.5%) of the
10 employee's share. Effective January 1, 2015, each employee shall
11 contribute the amount required by the Wisconsin Employee Trust Fund
12 for the full employee WRS contribution.
- 13 B. Employees hired on or after July 2, 2011: The WRS employee
14 required contribution shall be paid by the employee.
- 15 C. The Village shall pay the employer required contribution.
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1 **ARTICLE IX**

2 **CLOTHING ALLOWANCE**

3 **SECTION 1. – SAFETY EQUIPMENT** The Village shall furnish proper
4 safety equipment for all work per SPS 330 (5-1). In the event the state of
5 Wisconsin revises the COMM. 30 clothing requirement, the changes shall
6 be effective as of the date of the next collective bargaining agreement
7 unless the change must be made immediately, in which case the parties
8 shall meet to discuss the method of implementing the State-mandated
9 changes.

10 **SECTION 2. – STATION UNIFORMS** The Village shall provide
11 uniforms for use inside the station and on calls when uniforms under
12 Section 1 Article IX of this Agreement are not required. If the Village or
13 Fire & Rescue Department mandates any change in the Fire & Rescue
14 uniform, the cost of the first issue shall be provided by the Village.
15 Thereafter the cost of the new uniform shall be credited against the \$400
16 annual uniform allowance.

17 All uniforms shall be purchased by the Village. Work clothing is
18 defined as:

- 19 A. Approved Trousers
- 20 B. Approved Shirts - short and long sleeve
- 21 C. Approved Sweatshirt
- 22 D. 5.11 Hi Vis Responder Parka

- 1 E. Department approved black belt
- 2 F. Shineable black shoes or boots
- 3 G. 100% cotton T-shirts
- 4 H. Spring/Fall Jacket

5 For each piece of work clothing in need of replacement, the Village
6 shall provide the employee with a new item of work clothing whose cost
7 shall be deducted from the uniform allowance. The Village shall
8 appropriate up to \$400.00 for each employee to be used for purchase of
9 approved uniforms, effective January 1, 2012. The employee is
10 responsible for proper care and maintenance of uniforms. The Village
11 shall replace any uniform damaged in the line of duty and such
12 replacement shall not be counted against the employee's annual uniform
13 appropriation. The Chief of the Fire & Rescue or his/her designee shall
14 determine if the condition of the uniform items are suitable for continued
15 wear. If the Village or Fire Rescue Department mandates any change in
16 the Fire & Rescue uniform, that change will be provided by the Village.

17 **SECTION 3. – USE OF AUTOMOBILE** All employees required to use
18 their private automobile for Village business while on duty shall receive
19 the same rate as established for the Village Board for each mile traveled
20 in the course of any duty, other than responding to calls.

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1 **ARTICLE X**

2 **HOURS OF WORK**

3 **SECTION 1. – WORKDAY AND WORK WEEK DEFINED:**

4 **Schedule 1:** The work schedule of non-civilian (sworn) employees of the
5 Fire Department will be a repetitive tour-of-duty cycle consisting of twenty-
6 four (24) hours on continuous active duty, followed by forty-eight (48)
7 hours continuous hours off duty, which results in an average fifty-six (56)
8 hour work week and a 2,912 hour work year.

9 **Schedule 2:** An eleven (11) hour shift for not more than fifty six (56)
10 hours per week; the work year is 2,912 hours. The benefits for the eleven
11 (11) hour shift shall be prorated and/or adjusted to reflect the same level
12 of benefits as is provided, under this contract, to employees who are
13 working a twenty-four (24) hour workday.

14 **Schedule 3:** The standard workday shall not be more than twenty-four
15 (24) hours and the standard work week shall not be more than two days in
16 Week One (1) and not be more than three days in Week Two (2), or the
17 reverse—not more than three days in Week One (1) and not more than
18 two days in Week Two (2), all weeks averaging fifty-six (56) hours. The
19 work year is 2,912 hours. The Village reserves the right to vary from the
20 above schedule where the Village deems it necessary to do so in order to
21 obtain adequate manpower, subject to the following consideration: The
22 village shall make every effort to schedule no more than nine (9) twenty-

1 four (24) hour shifts in a twenty-seven (27) day work cycle; where this
2 work schedule must be exceeded, overtime shall be paid for all hours
3 worked in excess of this schedule.

4 **SECTION 2 – EMERGENCY** In case of emergency; the Chief of Fire &
5 Rescue may deviate from the normal schedule to cover the emergency.

6 **SECTION 3 – FLSA** The work period for FLSA purposes for employees
7 within this agreement shall be determined by the Village.

8 **SECTION 4 – TRAINING, SCHOOLS AND SEMINARS** Employees can
9 be detailed by the Chief of Fire & Rescue to an eight (8) hour day for
10 training, schools and seminars with the following equivalencies: up to
11 three (3) eight (8) hour days shall equal a 24 hour shift, without the need
12 to pay overtime.

13 **SECTION 5 – SHIFT HOURS** The starting time for day shift operations
14 may be scheduled between 7:00 a.m. and 7:00 a.m. the following day and
15 between 7:00 a.m. and 6:00 p.m. Personnel shall be relieved when the
16 next scheduled relief arrives.

17 **SECTION 6 – SCHEDULE 1, 2 & 3 OPERATIONS** The seniority
18 provisions of this Agreement shall be adhered to in the assignment of
19 employees to the schedules which are stated in Section 1.

20 **SECTION 7 – REPORT TO POSITION** The “report to position” practice
21 has been implemented to replace the traditional “roll call” practice. This
22 practice permits a member of the on-duty platoon to be relieved from

1 his/her position and excused from duty, by a “coming on duty” member at
2 any time after 0600 hours. The following procedure shall apply to the
3 “report to position” practice, with the exception of Schedule 2, to whom
4 this section shall not be applicable:

5 A. The report to position practice will not interfere with the current
6 time trade practices during the last hour prior to the end of the
7 tour of duty;

8 B. The most senior Firemedic on a piece of apparatus, shall be the
9 first person relieved, from duty, by a coming on duty Firemedic;

10 C. When a member is not relieved by a coming on duty member,
11 he/she shall remain on duty until 0700 hours, except in cases of
12 less staff on the following shift, in which case the Firemedic will
13 not be relieved by another member and shall be required to
14 remain on duty.

15 D. The traditional roll call shall be held at 0700 hours, for the
16 coming on duty members;

17 E. No compensation shall be paid to any employee coming on duty
18 prior to 0700 hours of any day pursuant to the provisions of this
19 section.

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1 **ARTICLE XI**

2 **TIME TRADES**

3 **SECTION 1. – CHANGING OR TRADING TOURS OF DUTY**

4 Changing or trading tours of duty shall be permitted with the consent and
5 approval of the Chief of Fire & Rescue or his designee. Such consent
6 and approval shall not be unreasonably withheld. Lieutenants shall be
7 permitted to trade shifts with Lieutenants and non-probationary
8 Firemedic's. The Village shall incur no additional cost as the result of such
9 change or trade. All shift trades must be repaid as soon as possible, but
10 no later than one (1) year after the trade occurs. All parties shall share
11 responsibility for maintaining required records as to shift trades. It shall be
12 the responsibility of the respective employees to guarantee that the shift
13 trade(s) is paid back within one (1) year. If the employee who has agreed
14 to cover the shift is a no-show, that employee will be penalized by
15 forfeiting one and one-half days of paid vacation or holiday pay to
16 compensate for the overtime that the Village will be obligated to pay the
17 staff member who is forced to remain on duty.

1 **ARTICLE XII**

2 **OVERTIME**

3 **SECTION 1. – OVERTIME** When required to work in excess of the
4 normal fifty six (56) hour work schedule, over time pay shall be granted
5 and paid at the rate of one and one-half (1 ½) times the base rate of pay.
6 The base rate of pay shall be annual salary divided by two thousand nine
7 hundred and twelve (2,912) hours.

8 **SECTION 2. – CALL IN PAY** Any employee reporting for work in case
9 of emergency shall be granted a minimum of two (2) hours of work at the
10 overtime rate, except when the call-in overlaps his/her normal shift starting
11 time.

12 **SECTION 3. – OVERTIME DISTRIBUTION** All overtime work shall be
13 distributed impartially and as equally as possible. Only work in excess of
14 twenty-four (24) hours in any one workday shall be counted as over time
15 when the division of overtime among employees is to be considered in
16 future assignments of such work. The Chief of Fire & Rescue or his
17 designee shall find the first qualified person to work any overtime, which
18 shall be the most senior full time non-command person, with the fewest
19 OT hours accrued during the calendar year to date, who has no existing
20 shift conflicts. Shifts may be split if no one person can fill an entire 24-
21 hour shift.

1 **SECTION 4. – MANDATORY CALL BACK** When during the course of
2 an emergency or filling vacancies, the Chief of Fire & Rescue or his
3 designee can order personnel to report for duty or to remain on duty, past
4 the end of their respective shift. Where it is found the employees on duty
5 have performed forty eight (48) hours of consecutive “in station” duty,
6 when possible, every effort shall be made to relieve those employees.
7 The personnel to be ordered to report for duty can be either the senior
8 employee with the fewest overtime hours or the least senior employee.

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1 **ARTICLE XIII**

2 **HOLIDAY PAY**

3 **SECTION 1. – ENTITLEMENT** Employees who are regularly scheduled
4 to work fifty-six hours a week shall receive a holiday account of 192 hours
5 per year. There shall be no loss of holiday hours for an employee on light
6 duty. For new employees, the payment for holiday hours shall be prorated
7 on the basis of one/365th of the total holiday hours accruing for each day
8 the employee was on the payroll during the initial calendar year of
9 employment. No holiday as paid off time may be taken for the first six (6)
10 months of employment of the employee in question.

11 **SECTION 2.**

- 12 A. Employees may elect to utilize up to **ninety-six (96)** hours as
13 paid time off; however the remaining **ninety-six (96)** hours, as
14 well as any other unused holiday hours, will be paid in a
15 separate check by December 1.
- 16 B. If holiday time off is not picked under Article XV Section (1), the
17 employee will be granted time off, provided written notice of the
18 intent to take such day off is received by the Chief of Fire &
19 Rescue or his designee twenty-one (21) days prior to the day
20 requested. Without such notice, the Chief of Fire & Rescue can
21 deny the request.

1 C. Upon termination of employment, the payment for holiday hours
2 shall be prorated on the basis of 1/365 of the total holiday hours
3 accruing for each day the employee was on the payroll in a
4 calendar year. In the event an employee who terminates during
5 the calendar year has taken more holiday hours in time off than
6 the employee has accrued on the basis of the above 1/365 per
7 day ratio as of the date of termination, the dollar amount of the
8 excess holiday hours will be deducted from that employee's
9 final paycheck or from any other payment owed that employee.

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1 **ARTICLE XIV**

2 **VACATION**

3 **SECTION 1. – ENTITLEMENT**

4 Employees may voluntarily elect to utilize up to 216 hours as paid time off;
5 the remaining time to which the employee is entitled, pursuant to the
6 schedule established in this section, will be paid in a separate check by
7 December 1. Employees who wish to exercise this option must notify the
8 Chief no later than March 1 of each year.

9
10 The following vacation schedule shall apply to all full-time employees:

11	Within the first year of continuous service:	0 hours.
12	After one (1) year of continuous service:	144 hours.
13	After seven (7) years of continuous service:	216 hours.
14	After fifteen (15) years of continuous service:	288 hours.
15	After twenty-five (25) years of continuous service:	360 hours.

16 An employee who has reached his/her first year anniversary and is unable
17 to use his/her vacation leave prior to December 31, shall be paid in a
18 separate check by December 1 of that year. An employee reaching
19 his/her 7th, 15th, and 25th anniversary during the respective calendar year,
20 shall be allowed to use the seventy-two (72) additional hours prior to
21 reaching their anniversary date. In the event an employee takes vacation
22 time off before he/she is entitled to do so under the above eligibility
23 schedule and terminates his/her employment prior to being so entitled,
24 pay for such advance time off shall be deducted from their final paycheck.

1 **SECTION 2. – TERMINATION** An employee who is entitled to a vacation at the
2 time of terminating his/her service with the Village shall be paid for his/her
3 vacation at the time of severing his/her status. This section shall not
4 apply if the employee fails to comply with the second paragraph of Article
5 VI Section (5).

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1 **ARTICLE XV**

2 **VACATION AND HOLIDAY SELECTION**

3 **SECTION 1.** The selection for time off for vacations and holiday shall
4 be made by the third Thursday in December of the preceding year , shall
5 be based upon seniority, shall be for vacation and holidays combined and
6 shall be selected in rotation in multiples of three work days, with a
7 maximum of six workdays on any one pick. A maximum of seven days
8 may be elected as single days off. The employee with the most seniority
9 within a given station makes the first selections and so on; however, the
10 employees can mutually switch vacation periods if it can be done without
11 inconvenience to the Village or creating overtime costs. Employees not
12 making a vacation/holiday selection by the third Thursday in December of
13 the preceding year, shall lose all right to pick by seniority, and must select
14 from the time remaining. Regardless of the manner of selection, all time
15 off for vacations shall be taken by December 31 of the respective year.
16 A maximum of seven (7) days may be selected as single days off after
17 one (1) year of continuous service through the twenty-fifth year of
18 continuous service; and after twenty-five years of continuous service ten
19 (10) days may be selected as single days off.

20 **SECTION 2.** For the purpose of vacation and holiday selection, the Chief
21 shall establish a station roster that includes Firemedics from Schedules 1
22 and 3. At such time as additional Firemedics are hired, they too will be

1 given a station assignment (for purpose of picking holiday and vacations),
2 so that each station has an equal balance of assigned Firemedics through
3 May 21, 2012. On and after May 22, 2012, Firemedics will be assigned to
4 one of three shifts following Schedule 1 as defined in Article X (for
5 purpose of picking holiday and vacations). At such time as additional
6 Firemedics are hired, they too will be given a shift assignment (for
7 purpose of picking holiday and vacations), so that each shift has an equal
8 balance of assigned Firemedics.

9 **SECTION 3.** One Firemedic per shift shall be allowed to be on
10 vacation/holiday leave at any given time.

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1 **ARTICLE XVI**

2 **LEAVES OF ABSENCE**

3 **SECTION 1. – IMMEDIATE FAMILY** In the event of a death of an employee's
4 father, mother, husband, wife, brother, sister, son, daughter, mother-in-
5 law, father-in-law, step parent or daughter and son-in-law, such employee
6 will be paid for straight time lost from schedule work not to exceed forty-
7 eight (48) hours or two (2) working days, within a seven (7) day period
8 following the date of death.

9 **SECTION 2 – OTHER FAMILY** In the event of a death of an employee's
10 brother-in-law, sister-in-law, grandparent, grandchild, or stepchild (a step-
11 child is one living with or who was raised by the stepparent), such
12 employee will be paid for straight time lost from schedule work not to
13 exceed twenty-four (24) hours or one (1) working day, falling between the
14 date of death and the date of the funeral, both inclusive, except in special
15 circumstances.

16 **SECTION 3. – RATE OF PAY** Pay shall be at the employee's straight time
17 hourly earned rate for the payroll period in which the death occurred. It is
18 agreed that the employee may be required to furnish verification of the
19 date of death, date of funeral and relationship to the deceased.

20 **SECTION 4 – PERSONAL** Application for leave of absence for personal
21 reasons shall be made in writing and shall be presented to the Chief of
22 Fire & Rescue. All employees must have successfully completed the

1 Probationary Period before any personal leave will be granted. A leave
2 may not be granted for the purpose of taking other employment; however,
3 the term “other employment” shall not include elective, federal, state or
4 county office.

5 The granting of such leave and the length of time for such leave shall be
6 contingent upon the reason for the request. The department head may
7 grant a person leave of absence without pay for thirty (30) calendar days
8 or less. Leaves of absence without pay for more than thirty (30) calendar
9 days but not exceeding six (6) months may be granted by the department
10 head with the approval of the Village Administrator. Personal leaves of
11 absence without pay, requested for a period in excess of six (6) months
12 must be approved by the Village Administrator.

13 **SECTION 5. – JURY DUTY** Any employee called for jury duty shall receive
14 his/her regular salary for such time missed from work, provided he/she
15 shall deposit any compensation he/she received for jury duty with the
16 Village Clerk and receive his/her regular pay in turn. Employees called for
17 jury duty but not assigned to serve will return to their assigned jobs as
18 soon as dismissed.

19 **SECTION 6. - SUBPOENAED COURT APPEARANCE** An employee who, by
20 court order, must appear in court, as result of the performance of their
21 duty to the Village, while off duty, shall receive the overtime rate, at
22 minimum of two (2) hours for those hours spent in court. An employee

1 who, by court order, must appear in court while on duty or off duty, shall
2 deposit any compensation he/she received for said appearance with the
3 Village Clerk. The employee shall notify the Chief of Fire & Rescue,
4 immediately upon receiving notice of the court order to appear.

5 **SECTION 7. – ARMED FORCES** Employees called upon or who enlist in the
6 Armed Forces of the United States shall be granted leaves of absence
7 and their seniority shall accumulate providing they report for work within
8 ninety (90) days of discharge, unless unable to do so because of illness or
9 injury in which case leave shall be extended.

10 **SECTION 8. – REINSTATEMENT** Upon return from military leave, the
11 employee shall be returned to a position and pay in keeping with federal
12 regulations.

13 **SECTION 9. – RESERVE TRAINING** An employee who is a member of a
14 military reserve and who may be called upon for reserve training or
15 emergency service shall receive his/her regular pay for such training or
16 service (not to exceed two (2) weeks for any one (1) call-up), provided
17 he/she shall deposit his military base pay with the Village Clerk and
18 receive his/her regular pay in turn.

19 **SECTION 10. – EDUCATION** Leaves of absence without pay, not to exceed
20 two (2) years may be granted to those employees who desire to improve
21 their ability and job knowledge through further education. The procedure

1 for obtaining such leave shall be the same as that of Section 4 of this
2 Article.

3 **SECTION 11. – VETERAN’S EDUCATION** Any veteran of the Armed Forces
4 of the United States of America shall be granted an authorized leave of
5 absence to pursue studies under the G.I. Bill of Rights or any subsequent
6 government veteran’s training program, provided that such training can be
7 of value to the Village’s personnel requirements.

8 **SECTION 12 – CHILDBEARING AND CHILDREARING LEAVES**

9 The parties agree that requests for, and granting of, leaves for the
10 purpose of child bearing and child rearing shall be governed by the
11 requirements of the Wisconsin and Federal Family and Medical Leave
12 Act.

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1 **ARTICLE XVII**

2 **SICKNESS DISABILITY**

3 **SECTION 1.** Twenty-Four (24) hour personnel shall earn fifteen (15)
4 hours of sick leave per month from the date of hire with total accumulation
5 not exceeding 2912 hours or one year.

6 A. An employee who becomes ill or injured when not in actual
7 performance of duty, and as a result is not able to perform
8 his/her duties on a regularly scheduled duty day, shall receive
9 his/her regular pay during such absence to the extent of his/her
10 accumulation. Sick leave shall be charged on an hour for hour
11 basis.

12 B. Sick leave pay is payable upon and during the illness or
13 disability of an employee. It is not payable for non-emergency
14 dental or medical appointments, unless it is impractical for the
15 employee to schedule such appointment during the employee's
16 off hours. Where the injury or illness occurs as a result of work
17 which is being performed for another employer, the sick leave
18 benefits/disability/Worker's Compensation provided by the other
19 employer shall be the coverage which is provided. Such
20 benefits shall be exhausted before any Village sick leave
21 benefits are provided.

1 C. When an employee leaves work because of illness, the
2 employee shall receive regular pay for so long as the employee
3 worked and sick leave pay, if available, for the remainder of the
4 regular work day. Employees who have been ill but are able to
5 return to work during their regular work day may telephone their
6 superior as to their availability and, if authorized to do so, may
7 return to work. If employees so return to work, sick leave pay, if
8 available, shall be paid only for the period of absence.

9 **SECTION 2.** Sick leave shall include absence from duty on a regular
10 scheduled duty day because of employee's illness or injury or, upon
11 proper notice to the Chief or representative, because of serious injury,
12 illness or medical emergency in the employee's immediate family (parent,
13 child or spouse). "Proper notice" means immediate notification to the Duty
14 Chief of the need to leave work and the reason. The Duty Chief shall
15 relieve the employee as soon as possible. Sick leave may be taken on an
16 hourly basis, but will be charged in one hour segments.

17 **SECTION 3.** In order to be granted sick leave with pay, the employee
18 must adhere to the following: Report reason for absence from work at
19 least one (1) hour prior to start of shift. Keep the Chief informed of
20 condition.

21 **SECTION 4.** Employees on sick leave shall receive the pay due under
22 the sick leave allowance on their regular pay day.

1 **SECTION 5.** The Village shall have the right to require the submission of
2 adequate medical proof of the employee's disability due to accident or
3 illness. Should there be an extended period of disability; the Village shall
4 have the right to require periodic medical proof of the employee's
5 disability.

6 **SECTION 6.** If an employee appears to be injured or ill while on the job,
7 or there is reason to believe that an employee needs medical attention,
8 his supervisor shall have the right to require the employee to furnish a
9 statement from a licensed physician before returning to work that the
10 employee is capable of performing the work required by his/her job. The
11 Village shall send such employee to the doctor at its expense on working
12 time.

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1 **ARTICLE XVIII**

2 **HOSPITAL/SURGICAL CARE, DENTAL AND LIFE INSURANCE**

3 **SECTION 1. – HOSPITAL -SURGICAL**

4 A. Effective January 1, 2014, employees will contribute five percent
5 (5.0%) toward their insurance premium. Effective as of the date
6 of ratification of this Agreement by both parties, employees shall
7 contribute three per cent (3.0%) toward their health insurance
8 premium. Employees who achieve and maintain 'Silver' status
9 under the Village Wellness Program by December 1, 2014 shall
10 continue to contribute 3.0% toward their health insurance
11 premium.

12 Employees who elect not to participate in the Village Wellness
13 Program, and employees who do not achieve 'Silver' status as of
14 December 31, 2014, shall contribute twenty per cent (20%) toward
15 their health insurance premium throughout 2015.

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

20 B. The Village shall make a Section 125/129 employee contribution
21 plan available, which shall be made available to employees for

1 the purpose of payment of insurance premium contributions on a
2 tax free basis.

3 **SECTION 2.- RETIREE HEALTH INSURANCE**

4 For employees who retire after May 1, 2002 who are at least fifty-three
5 (53) years of age and have had twenty (20) or more years of continuous
6 employment with the Village immediately preceding retirement, the Village
7 shall pay its share of the hospital-surgical-major medical and dental
8 coverage. If employee was covered by family policy at the time of
9 retirement, he/she shall be eligible to retain such family coverage. The
10 Village shall pay the entire premium for such health and dental coverage
11 equal to the level of coverage provided active employees for five (5) years
12 after the employee in question retires; thereafter, the monthly premium
13 costs to the Village shall be fixed at the monthly rate which was in effect
14 five (5) years after the employee's retirement, and retiring employee must
15 pay the cost of any premium increase thereafter. The Village's premium
16 obligation shall terminate when the employee becomes eligible for
17 Medicare or for ten (10) years following retirement, whichever occurs first.
18 However, if the employee decides to purchase supplemental Medicare
19 benefits, he/she shall pay the full cost of such supplemental coverage.
20 The insurance premium payment by the Village during the first five (5)
21 years of retirement shall be the same level of premium contribution made
22 by the Village for active employees, including any employee contribution
23 toward the cost of the premium. All retirees shall be placed within the

1 insurance program established for active employees and as further
2 modified for active bargaining unit employees.

3 For employees who are hired after January 1, 2009 the Village shall pay
4 0% of the premiums for hospital-surgical-major medical.

5 **SECTION 3. – RETIREMENT HEALTH SAVINGS PLAN**

6 A. For employees hired after January 1, 2009, the Employees must
7 contribute a minimum of 96 hours holiday pay plus any unused
8 holiday hours, and

9 B. Employees must contribute accrued vacation hours in excess of
10 216, and

11 C. Employees will contribute 100% of sick and vacation accrual
12 upon termination, and,

13 D. Employees and employer will each contribute 1% of ongoing
14 salary per calendar year.

15 E. All employees who meet the maximum accumulation of sick
16 hours (2912) will still accrue hours according to the accrual
17 schedule but the hours will be converted into dollars and
18 contributed into the RHS.

19 F. The Village reserves the right to make changes to this benefit in
20 any given year after meeting with the Plan Administrator and
21 union representatives to discuss the state of the plan.

1 **SECTION 4. – DENTAL INSURANCE** The Village shall provide a basic dental
2 plan. The Village may also offer other dental plans that provide additional
3 benefits at an additional premium to be paid by the employee. Employees
4 to pay premium contribution of ten percent 10%, through payroll
5 deduction, effective as of date of ratification of the Agreement.

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1 **ARTICLE XIX**

2 **EDUCATION INCENTIVE**

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4 **SECTION 1** - The Village shall provide tuition reimbursement to
5 Department employees, subject to the following conditions:

- 6 A. The Village shall provide tuition reimbursement and
7 reimbursement for the cost of books (books not to exceed two
8 hundred dollars (\$200.00) per course) up to a maximum of three
9 (3) courses per calendar year. Reimbursement is limited to State
10 schools only. Other schools may be considered at the discretion
11 of the Chief.
- 12 B. Courses eligible for reimbursement shall be Fire Science,
13 Emergency Medical (not to include M.D.), Public Administration
14 Mechanical Engineer, and Emergency Management. Approval of
15 the courses are the exclusive right of the Chief of Fire and
16 Rescue and the courses must be reasonably related to a fire and
17 rescue career.
- 18 C. All courses for which tuition reimbursement is requested must be
19 approved, in advance, by the Chief.
- 20 D. The employee must achieve a grade of "B minus" or better, and
21 must take the graded option rather than the ungraded option
22 (where such a choice is available) in order to be eligible for tuition
23 reimbursement.
- 24 E. Tuition reimbursement shall be provided after the course is
25 completed, and after the grade is received, by the employee.
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ARTICLE XX

WORKER’S COMPENSATION

SECTION 1. Employees are entitled to Worker’s Compensation coverage. An employee who is absent due to injury of illness caused during the course of his/her duties shall receive his/her regular wages during his/her absence; except if an employee is absent due to back and/or neck injuries caused during the course of his/her duties, he/she shall receive his/her regular wage for a period of six (6) months 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 his/her normal paycheck and shall remit the Workers Compensation check to the Village Treasurer, as soon as it is received by the employee, for a period of six (6) months only.

1 **ARTICLE XXI**

2 **PROMOTIONAL PROCEDURE**

3 **CONTRACT LANGUAGE:**

4 **SECTION 1.** Promotions shall be effected in accordance with
5 Section 62.13, Wis. Stats. For a period of five (5) working days, the
6 Village shall post promotional opportunities on a bulletin board
7 where bargaining unit employees are working.

8 **SECTION 2.** An employee selected for promotion to Lieutenant
9 (LT1) shall be given a trial period which shall be one (1) year in
10 duration. If during the trial period the employee is found not to be
11 qualified or if he/she does not wish to continue employment in the
12 position to which he/she has been promoted, the Village will return
13 the employee to his/her former position.

14 **VILLAGE PROMOTION POLICY/PROCEDURE:**

15 The following shall constitute the procedure which shall be followed where
16 employees seek to be promoted from the Firemedic to a Lieutenant
17 position:

- 18 **1)** The employee shall have at least three (3) years of service in
19 the Village of Pleasant Prairie as a full-time Firemedic.
- 20 **2)** The employee must possess the following certifications and
21 qualifications:
22

- 1 **A)** Wisconsin Fire Training Instructor I Certification (NFPA-
2 1041).
- 3 **B)** Wisconsin Fire Officer I Certification (NFPA-1021)
- 4 **C)** Wisconsin Fire Inspector I Certification (NFPA-1031)
- 5 **D)** Wisconsin Paramedic Certification
- 6 **E)** Wisconsin Driver's License
- 7 **F)** Completion of the Company Officer Leadership Academy
8 (COLA)

9 **3)** All candidates for the Lieutenant position, who are qualified
10 pursuant to the provisions of Sections 1 and 2, above, shall be
11 presented to an Assessment Center. The Assessment Center
12 shall conduct interviews of all candidates who meet the
13 qualifications stated in Sections 1 and 2, above.

14 **4)** The Village of Pleasant Prairie Police and Fire Commission
15 shall then conduct interviews of all candidates who are qualified,
16 pursuant to the provisions of Sections 1 and 2, above. From the
17 interviewees, the Police and Fire Commission shall develop a
18 list of candidates, premised upon the following criteria:

- 19 **A)** The results of the Assessment Center interview.
- 20 **B)** Review of the personnel file of the employee/candidate.
- 21 **C)** The interview of the candidate(s) by the Police and Fire
22 Commission

23
24 **5)** The Chief of Fire and Rescue shall select the candidate who is
25 to be promoted from the list of eligible candidates which is

1 provided by the Police and Fire Commission pursuant to the
2 procedures stated above. After a vacancy has been filled, the
3 list of qualified applicants may be retained by the Village for use
4 in filling future Lieutenant vacancies, but not for longer than two
5 (2) years.

6 **6)** In the event that there are no applicants for the lieutenant
7 position or no applicants who qualify for the Lieutenant position,
8 the Village may fill the vacancy in some other manner.

9 **7)** The salaries for the positions of Lieutenant-1 (LT-1) and
10 lieutenant -2 (LT-2) shall be as established in the contractual
11 salary schedule.

12 **A)** Effective January 1, 2000, there shall be four permanent
13 Lieutenant 1 positions created. Following the selection of
14 the Lieutenant-1s through this promotion procedure all
15 four (4) successful applicants will be subject to a one (1)
16 year probation period, pursuant to Section 2 of the
17 collective bargaining agreement.

18 **B)** "The four (4) employees selected as Lieutenant-1s as of
19 January 1, 2000 shall pick vacations from among the
20 group of four Lieutenants. Thereafter, only one
21 Lieutenant shall be granted vacation, in the Department
22 at a time. This clause is cancelled on May 22, 2012 and

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is superseded by the revised Article XV Sections 2 and

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1 **ARTICLE XXII**

2 **TRANSFER OF PERSONNEL**

3 **SECTION 1. – PERMANENT TRANSFERS** Permanent transfer of
4 personnel between shifts and stations shall be made once each year and
5 shall be posted on or about two (2) weeks prior to the time of vacation and
6 work reduction day selection, and shall become effective on or about the
7 last day of each year. Starting on October 1 of each year all personnel
8 may pick his/her shift and station by seniority in rank and subject to Fire &
9 Rescue Chiefs determination to the need of the Department. This
10 process shall be completed on/about November 1 and shall be completed
11 using the Department's station/shift roster as provided by the
12 Administration. In addition, permanent transfers may be made during the
13 year at the discretion of the Chief for efficient and orderly operation of the
14 department.

15

1 **ARTICLE XXIII**

2 **OFF-DUTY TIME**

3 The Village shall not impose regulations upon an employee's off-duty
4 time except in the case of a minimum staffing call back for duty, and for
5 conduct which:

6 A. Brings discredit upon the Village of Pleasant Prairie or the
7 Pleasant Prairie Fire & Rescue Department; or

8 B. Results in the use of public employment for private gain.

9 Conduct in contravention of this Article shall be subject to
10 disciplinary action. The Board of Police and Fire Commissioners
11 of the Village of Pleasant Prairie may adopt rules, not
12 inconsistent herewith, for the implementation of this Article.

13 C. For the reasons stated below the chief of the Fire & Rescue
14 Department shall prohibit employees of the Village of Pleasant
15 Prairie Fire & Rescue Department from performing fire fighting
16 duties for municipalities operating a paid or volunteer fire
17 department other than the Village of Pleasant Prairie.

18 1. The provisions of fire protection services to the public is a
19 dangerous occupation requiring highly trained, capable
20 personnel using appropriate methods and equipment under
21 the direction of experienced supervisors. As such, the
22 performance of fire protection duties without the requisite

1 training, methods, equipment, or supervision may threaten
2 the health and well-being of employees and the public.

3 2. Employees who perform fire protection duties on a voluntary
4 basis or as a result of outside employment are subject to
5 increased exposure to hazardous conditions that may result
6 in a greater incidence of illness or injury. Consequently, the
7 performance of such duties for other municipalities may
8 have a direct bearing on employee's ability to perform fire
9 protection duties for the Village of Pleasant Prairie.

10 3. State statute has established a presumptive relationship
11 between an employee's fire suppression duties and Cancer
12 and Heart and Lung Disabilities the employee may develop.
13 The Village of Pleasant Prairie and its taxpayers are
14 financially liable for the employee's duty disability benefits,
15 and must be confident that such disabilities are the result of
16 the employee's work for the Village of Pleasant Prairie and
17 not for other municipalities.

18 4. The prohibition against employees of the Village of Pleasant
19 Prairie Fire & Rescue Department from performing fire
20 fighting duties for municipalities other than the Village of
21 Pleasant Prairie shall be in effect on the 1st day of January,
22 1999. Violation of this section, after one written warning
23 shall result in discharge from service of said employee.

1 **ARTICLE XXIV**

2 **GRIEVANCE PROCEDURES**

3 **SECTION 1.** A grievance shall consist only of a dispute involving the
4 interpretations or application of provisions of this Agreement, including a
5 complaint involving working conditions established by this Agreement and
6 the application of the Fire & Rescue Rules and Regulations to the extent
7 that they have a direct impact upon wages, hours and work conditions of
8 employment. The grievance procedure shall not apply to departmental
9 operations and proceedings, disciplinary actions, promotional procedures,
10 job classifications, or any other matter contained in Section 62.13,
11 Wisconsin Statutes. All matters subject to the provisions of Section
12 62.13, Wisconsin Statutes, not covered in this Agreement, shall be
13 processed in accordance with such Statute.

14 **SECTION 2.** A grievance shall be governed and controlled by the
15 following procedures:

16 **STEP 1.** If an employee has a grievance, he/she shall first present and
17 discuss the grievance orally with the Assistant Chief on duty, either alone
18 or accompanied by Association Representative. The employee is to state
19 that he/she is presenting a first step grievance and the Association
20 representative is to identify his/her position and authority. The Assistant
21 Chief shall orally communicate a decision to the employee within five (5)
22 calendar days. In order to be timely, a grievance must be presented at

1 the Step 1 level within fifteen (15) days of the date that the employee
2 knew or should have known of the cause of the grievance.

3 **STEP 2** The grievance shall be considered settled at the Step 1 level,
4 unless within ten (10) calendar days after the communication of the
5 Assistant Chief's decision, the employee and/or Association
6 Representative shall reduce the grievance to writing and present it to the
7 Chief. The written grievance shall specifically state the provision or
8 provisions of the Agreement, Department rules, regulations or procedures
9 as defined in Section 1 above, which are alleged to have been violated.
10 The Chief shall meet with the grievant and/or Association Representatives
11 for the purpose of discussing and attempting to resolve the grievance.
12 The meeting shall be scheduled at the mutual convenience of the parties.
13 Within ten (10) calendar days after the date of said meeting, the Chief
14 shall provide written answer to the grievant and the Association
15 Representative. The written answer shall state the resolution agreed to
16 for the grievance or the reason (s) for rejecting the grievance. The
17 grievance shall be considered settled in accordance with the written
18 answer of the Chief unless written notice is given by either the grievant or
19 the Association of the desire to appeal the grievance to the Village
20 Administrator. In order to be timely, the written notice of appeal must be
21 presented to the Village Administrator within ten (10) calendar days after
22 the date of the Chief's written answer.

1 **STEP 3 – VILLAGE ADMINISTRATOR.** The Village Administrator shall
2 schedule and hold a meeting within ten (10) calendar days after the date
3 the written notice of appeal is filed. The Village Administrator shall render
4 his/her decision within fifteen (15) calendar days after the meeting. A
5 copy of the decision shall be forwarded to the grievant (s), and the
6 Association.

7 **STEP 4 – ARBITRATION APPEAL.** The arbitration of a grievance shall
8 be governed and controlled by the following procedures:

9 A. Absent a mutual agreement as to the selection of an arbitrator,
10 the Association shall make a written request to the Wisconsin
11 Employment Relations Commission to provide a panel of five
12 (5) WERC arbitrators. The parties shall alternatively strike
13 names from the list, with the grieving party having the first
14 strike. This request must be made within ten (10) calendar days
15 after the date of the written notice of further appeal.

16 B. The arbitrator shall hold a hearing at a time and place
17 convenient to the parties, and shall take such evidence as is in
18 the judgment of the arbitrator appropriate for the proper
19 determination of the grievance. The arbitrator shall have initial
20 authority to determine whether or not the grievance is arbitral
21 and when so determined, the arbitrator shall proceed to
22 determine the merits of the grievance submitted to arbitration.

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C. The decision of the arbitrator shall be final and binding on the parties. The arbitrator in arriving at a decision shall neither add to, detract from, nor modify the language of this Agreement or departmental rules, regulations and procedures. The arbitrator shall adjudicate and not legislate or determine interests.

D. Expenses for the services of the arbitrator and the proceedings shall be borne equally by the Village and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing such party pays for the record. If both parties desire a verbatim record, such costs shall be borne equally between the parties.

E. Additional days to settle or move a grievance may be extended by mutual agreement.

1 **ARTICLE XXV**

2 **ACTING LIEUTENANT COMPENSATION**

3 **SECTION 1.** When the Fire Chief determines it is necessary to
4 assign a qualified Firemedic on duty to the temporary position of acting
5 Lieutenant, the Firemedic shall receive the additional pay rate of \$0.50 per
6 hour in the first year of the collective bargaining agreement (effective
7 1/1/14), to \$0.55 per hour in the second year of the collective bargaining
8 agreement (effective 1/1/15) and to \$0.60 per hour effective 12/31/2015.
9 No compensation shall be provided for any assignment that is the result
10 of a trade.

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ARTICLE XXVI

NO STRIKE CLAUSE

SECTION 1. The parties agree that it is important to seek amicable resolution of their differences and have established a grievance procedure for this purpose. The Union, on its part, agrees it will not authorize a strike nor shall any employee engage in a strike or slowdown during the term of this Agreement. The Village agrees it will not prevent employees from carrying out their duties by conducting a lockout. Any or all of the employees who violate any of the provisions of this section shall be subject to the disciplinary procedure.

1 **ARTICLE XXVII**

2 **MAINTENANCE OF BENEFITS**

3 **SECTION 1.** Any benefits received by the employees, but not referred to in
4 this document, shall remain in effect for the life of this agreement as long
5 as following criteria is met:

- 6 1. Must be long standing
- 7 2. Consistently applied
- 8 3. Mutually understood and agreed

9 **ARTICLE XXVIII**

10 **MISCELLANEOUS PROVISIONS**

11 **SECTION 1.** Any ordinances heretofore which pertain to wages, hours
12 and condition of employment adopted by the Village Board, which are in
13 conflict with the terms of this Agreement, are hereby superseded by this
14 Agreement. Likewise, any Department Policy which pertain to wages,
15 hours and condition of employment adopted by the Chief, which are in
16 conflict with the provisions of this Agreement, are hereby superseded by
17 this Agreement.

18 **SECTION 2.** Employees covered under this Agreement shall reside within any
19 part of Kenosha County or Racine County, Wisconsin. Newly hired employees
20 must establish such residency within one (1) year of date of hire. Compliance
21 with this rule may be extended by the Chief, for extenuating circumstances, with
22 a six month option.

1 **ARTICLE XXIX**

2 **AMENDMENTS AND SAVING CLAUSE**

3 **SECTION 1.** This Agreement is subject to amendment, alteration, or addition
4 only by subsequent written agreement between and executed by the
5 Village and the Association where mutually agreeable. The waiver of any
6 breach, term or condition of this contract by either party hereto shall not
7 constitute a precedent in the future enforcement of all its terms and
8 conditions.

9 **SECTION 2.** If any provision of this Agreement, or any addendum thereto,
10 should be held invalid by operation of law or any tribunal of competent
11 jurisdiction, or if compliance with or enforcement of any provision should
12 be restrained or broadened by operation of law or any such tribunal, the
13 remainder of this Agreement and addenda shall not be affect thereby, and
14 the parties shall enter into immediate collective bargaining negotiations for
15 the purpose of arriving at a mutually satisfactory replacement of such
16 provision. In the absence of a mutual agreement, either or both parties
17 may proceed to insert arbitration.

18 **SECTION 3.** This Agreement constitutes the entire agreement between the
19 parties and no verbal statement shall supersede any of its provisions.
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ARTICLE XXX

SUCCESSOR AGREEMENT

SECTION 1. This Agreement shall be binding upon the successors and assigns of the parties hereto.

ARTICLE XXXI

CONSOLIDATION

SECTION 1. Should the Village of Pleasant Prairie decide to consolidate or merge it's Fire department in any way, the Village will honor the existing contract for wages and benefits of Local 3785 until the new service provider is in place. The Village will agree to be open to the comments and concerns of Local 3785 during any such process.

1 **ARTICLE XXXII**

2 **DURATION**

3 **SECTION 1.** This Agreement shall become effective January 1, 2014, and
4 shall remain in effect through December 31, 2015, and shall be automatically
5 renewed for periods of one (1) year thereafter unless either party shall serve
6 upon the other a written notice of its desire to modify or to terminate this
7 Agreement. Such notice is to be served no later than the date of the first Village
8 Board meeting in September. It is hereby agreed that all of the provisions of this
9 Agreement shall remain in full force and effect until a successor agreement is
10 achieved through collective bargaining or through the applicable "impasse"
11 resolution procedures.

12 Dated this _____ day of _____, 2014.

13
14 Pleasant Prairie
15 Professional Firefighters
16 International Association
17 of Firefighters Local 3785
18

Village of Pleasant Prairie

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1 **MEMORANDUM OF AGREEMENT I**

2 This agreement is made between the Village of Pleasant Prairie (Village),
3 the Pleasant Prairie Professional Firefighter’s Association Local 3785, and
4 _____ (Employee).

5
6 The 3 parties to this Agreement agree as follows: In consideration of the
7 ratification of the 2011-2013 Collective Bargaining Agreement:

- 8 1. Any employee hired prior to January 1, 2009 shall be entitled, as an
9 individual right, to the retirement benefits conferred by Section XVIII,
10 Section 2 of the 2009-2010 collective bargaining agreement provided the
11 employee has, at the time of retirement, satisfied the qualifications for
12 those benefits as specified in Section XVIII, Section 2 of the 2009-2010
13 collective bargaining agreement.
- 14 2. Any employee hired after January 1, 2009 shall be entitled, as an
15 individual right, to the retirement benefits conferred by Section XVIII,
16 Section 3 of the 2009-2010 collective bargaining agreement provided the
17 employee has, at the time of retirement, satisfied the qualifications for
18 those benefits as specified in Section XVIII, Section 3 of the 2009-2010
19 collective bargaining agreement.
- 20 3. The right to these benefits shall be considered a vested benefit belonging
21 to the individual employee, and shall not be subjected to reduction or

1 modification in negotiations, interest arbitration, or collective bargaining
2 over future labor agreements.

3 4. The right to these benefits may only be modified by the voluntary,
4 uncoerced agreement of the Village, Local 3785 and the employee in
5 writing, signed by the authorized representatives of the Village, Local
6 3785 and by the individual personally.

7 5. Should any party seek to modify the benefits guaranteed in paragraphs 1
8 and/or 2 without the voluntary agreement of the other party (parties), that
9 party shall be liable for all costs, including attorneys' fees, incurred by the
10 other party (parties) in defending the Agreement.

11 6. The parties agree to attach a copy of this agreement to the collective
12 bargaining agreement, as an exhibit for informational purposes only. In
13 attaching that agreement, the parties do not thereby indicate that these
14 individual agreements have a limited term or are in any way subject to
15 modification in the processes of collective bargaining."

16 _____

17 Village of Pleasant Prairie

Pleasant Prairie Firefighter's Association

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Local 3785

19 _____

20 Employee

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MEMORANDUM OF AGREEMENT II

This Agreement is made between the Village of Pleasant Prairie (“Village”), and the Pleasant Prairie Professional Firefighter’s Association, Local 3785 (“Association”).

The Village and the Association hereby agree that when the Fire Chief determines that it is necessary to assign a qualified Lieutenant to the temporary position of Acting Duty Chief, the Lieutenant to whom the assignment is made by the Chief shall receive \$2.20 per hour for all on-duty and off-duty hours for which the assignment is made.

This Memorandum of Agreement shall be in effect from the date of its execution and runs with the collective bargaining agreement between the parties. The Village reserves the right to assert that the terms of the Memorandum are a permissive subject of bargaining. In the event the Village asserts the terms of this Memorandum are permissive the Union reserves the right to take appropriate legal action and/or make bargaining proposals based on its belief that the terms of this Memorandum concern a mandatory subject of bargaining.

VILLAGE OF PLEASANT PRAIRIE

LOCAL 3785, IAFF

Date

Date

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MEMORANDUM OF AGREEMENT III

The assignment of overtime shall follow the Voluntary Overtime Distribution List created on January 1st of each year. The most senior person will be the first on the list progressing to the least senior person at the bottom of the list. As overtime is awarded the person that works the overtime shift shall be moved down the list in order of the hours worked, the more hours, the further down the list. In the event of two or more individuals with the same number of worked; the individuals will be listed in order of seniority (the higher the seniority the higher on the list) but in the overall order of hours worked. Notification of the opening shall be made via cellphone text message distribution and telephone calls made to the phone number listed as the primary recent entry in the overtime Excel sheet and be awarded to the person closest to the top of the list that accepts the shift, not the first person that returns the text or phone call. If someone fails to answer their phone or return a text message within a “reasonable time” (as determined by the Officer in Charge at the time and under the circumstances), the lack of a response shall be considered an answer in the negative to the request for overtime.

In the event a new Firemedic is hired mid-year the person shall be incorporated into the list in the following way:

On the first day that the new Firemedic is available for duty the list shall be copied, each person staying in the exact position that they were on the list that day. The new Firemedic shall be added to the bottom of that list

1 and everyone's hours shall be reset to zero. The hours awarded up until
2 that day for existing personnel shall be copied to a new column along with
3 their seniority by number in another column. The new list shall be
4 followed with overtime being assigned as before. See attached examples
5 for clarification.

6

7 **Mandatory Call Back: ("ordered in")**

8 When a Fulltime employee calls in sick, leaves during their shift as sick, uses
9 funeral leave or any other type of unscheduled leave the following procedure
10 shall be used to fill the shift:

- 11 1. Use the standard method of overtime distribution listed above under
12 Overtime Distribution, making sure those personnel that are close to the
13 top of the list in step three are told that they may be ordered in and to be
14 available for a return call.
- 15
- 16 2. If no one accepts the overtime assignment using step one, then an All-
17 Tone shall be set off announcing that personnel available to fill the
18 opening shall call the station. The opening may be filled by any qualified
19 person, Full-time or Part-time. The shift shall be awarded to the first
20 person that calls in that is qualified to fill the shift irrespective of Full-
21 time/Part-time or seniority. If no qualified personnel accept the shift

1 assignment within a ten minute time period of the All-tone, the Officer in
2 Charge shall proceed to step three.

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4 3. A second call back list will be created titled the Mandatory Call Back of
5 Fulltime Local 3785 Personnel List. This list will start new on January 1st
6 of each year with the least senior person being first on the list progressing
7 to the most senior person at the bottom of the list. As overtime is
8 assigned the person that works the overtime shift shall be moved down to
9 the bottom of the list. In the event two or more individuals are ordered in
10 on the same date, the first person ordered in drops to the bottom of the
11 list, the second person ordered in drops below the first person that was
12 ordered in that day and so on. Seniority only applies to the creation of the
13 list January 1st each year. If the shift is not covered using step one or
14 two, then the following procedure shall be used to order a qualified Full-
15 time employee to fill the shift:

16

17 a. In the event that advance notice is given of unscheduled time off
18 (sick or funeral leave) and no one accepts the assignment using
19 step one or two, then the person on the off-going shift (that is
20 present, not on Vacation, Holiday, Trade, Funeral Leave or Sick
21 Leave) and is the highest on the Mandatory Call Back list shall be
22 assigned to work the shift.

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b. In the event that there is no advance notice given of unscheduled time off, i.e. someone becomes ill while on-duty and no one accepts the assignment using step one or two, then the person highest on the Mandatory Call Back list irrespective of shift assignment, shall be assigned to work the shift. It is important that when contacting personnel in step one that persons that may be ordered in be instructed that they need to be prepared to answer their phone upon call back.

VILLAGE OF PLEASANT PRAIRIE

LOCAL 3785, IAFF

DATE

DATE

1/1/2013		Annual	
Fire-Medic	Step A	Start	15.12 \$44,040.49
	Step B	12 Months	16.07 \$46,782.30
	Step C	24 Months	17.01 \$49,524.12
	Step D	36 Months	18.9 \$55,042.03
	Step E	48 Months	19.84 \$57,783.85
	Step F	60 Months	20.83 \$60,662.77

Lieutenant I	Step A	22.47 \$65,426.67
Lieutenant 2	Step A	22.99 \$66,934.68

7/1/2013		2.00% Annual	
Fire-Medic	Step A	Start	15.43 \$44,921.29
	Step B	12 Months	16.39 \$47,717.94
	Step C	24 Months	17.35 \$50,514.61
	Step D	36 Months	19.28 \$56,142.87
	Step E	48 Months	20.24 \$58,939.53
	Step F	60 Months	21.25 \$61,876.02

Lieutenant I	Step A	22.92 \$66,735.21
Lieutenant 2	Step A	23.45 \$68,273.37

1/1/2014		1.50% Annual	
Fire-Medic	Step A	Start	15.66 \$45,595.11
	Step B	12 Months	16.63 \$48,433.71
	Step C	24 Months	17.61 \$51,272.33
	Step D	36 Months	19.57 \$56,985.01
	Step E	48 Months	20.54 \$59,823.62
	Step F	60 Months	21.57 \$62,804.16

Lieutenant I	Step A	23.26 \$67,736.24
Lieutenant 2	Step A	23.80 \$69,297.47

7/1/2014		1.00% Annual	
Fire-Medic	Step A	Start	15.81 \$46,051.06
	Step B	12 Months	16.80 \$48,918.05
	Step C	24 Months	17.78 \$51,785.05
	Step D	36 Months	19.76 \$57,554.86
	Step E	48 Months	20.75 \$60,421.86
	Step F	60 Months	21.78 \$63,432.20

Lieutenant I	Step A	23.49 \$68,413.60
Lieutenant 2	Step A	24.04 \$69,990.45

1/1/2015		2.00% Annual	
Fire-Medic	Step A	Start	16.13 \$46,972.08
	Step B	12 Months	17.13 \$49,896.41
	Step C	24 Months	18.14 \$52,820.75
	Step D	36 Months	20.16 \$58,705.96
	Step E	48 Months	21.16 \$61,630.30
	Step F	60 Months	22.22 \$64,700.85

Lieutenant I	Step A	23.96 \$69,781.87
Lieutenant 2	Step A	24.52 \$71,390.25



Office of the Village Engineer
Michael Spence, P.E., LEED® AP

MEMO

TO: Mike Pollocoff, Village Administrator

CC: Jane Romanowski, Village Clerk
Vesna Savic, Deputy Village Clerk

FROM: Mike Spence, Village Engineer

DATE: September 12, 2014

SUBJ: WE Energies Distribution Easements-39th Avenue Reconstruction

ATTACH: Easement document and exhibit

39th Avenue is a 2-lane rural asphalt roadway that was last resurfaced in 1975 and exhibits transverse cracking/rutting in the pavement surface. The Village has applied for and will receive grant money to address the roadway deterioration and the potential for added capacity.

The reconstruction of 39th Ave from just north of the newly constructed round about at STH 165 to just north of the intersection with 97th St. will begin in spring 2015. As part of the overall improvements in the area the Village has asked WE Energies to move their overhead power lines underground to be consistent with the overall project goals. WE Energies is planning on doing this work yet this fall so that it is complete when the roadway reconstruction project begins.

The utility work will bury the electric lines on the east side of 39th Avenue from 100th Street north to Springbrook and along Springbrook to the end of the Village owned property for the new Fire Station no. 1.

WE Energies requires an easement for the relocated underground lines as the Village is expanding the right-of-way. The purpose of the easement is to install, operate, maintain, repair, replace and extend underground utility facilities in the area.

The easement is consistent with the other electric utility easements in the Village and I recommend that it be executed and recorded.



**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **3642192**

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

The easement area is described as strips of land 12 feet in width being a part of the grantor's premises described as **Lot 1, Certified Survey Map No. 2750**; said CSM being recorded in the office of the Register of Deeds for Kenosha County, Wisconsin as Document No. 1726153; said premises being located in the **Southwest ¼ of Section 24, Town 1 North, Range 22 East**, Village of Pleasant Prairie, Kenosha County, Wisconsin.

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

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

92-4-122-243-0021
(Parcel Identification Number)

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

Grantor:

VILLAGE OF PLEASANT PRAIRIE

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2014,
the above named _____, the _____
and _____, the _____
of the VILLAGE OF PLEASANT PRAIRIE, for the municipal corporation, by its authority, and adopted by its Village Board on
_____, 2014.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

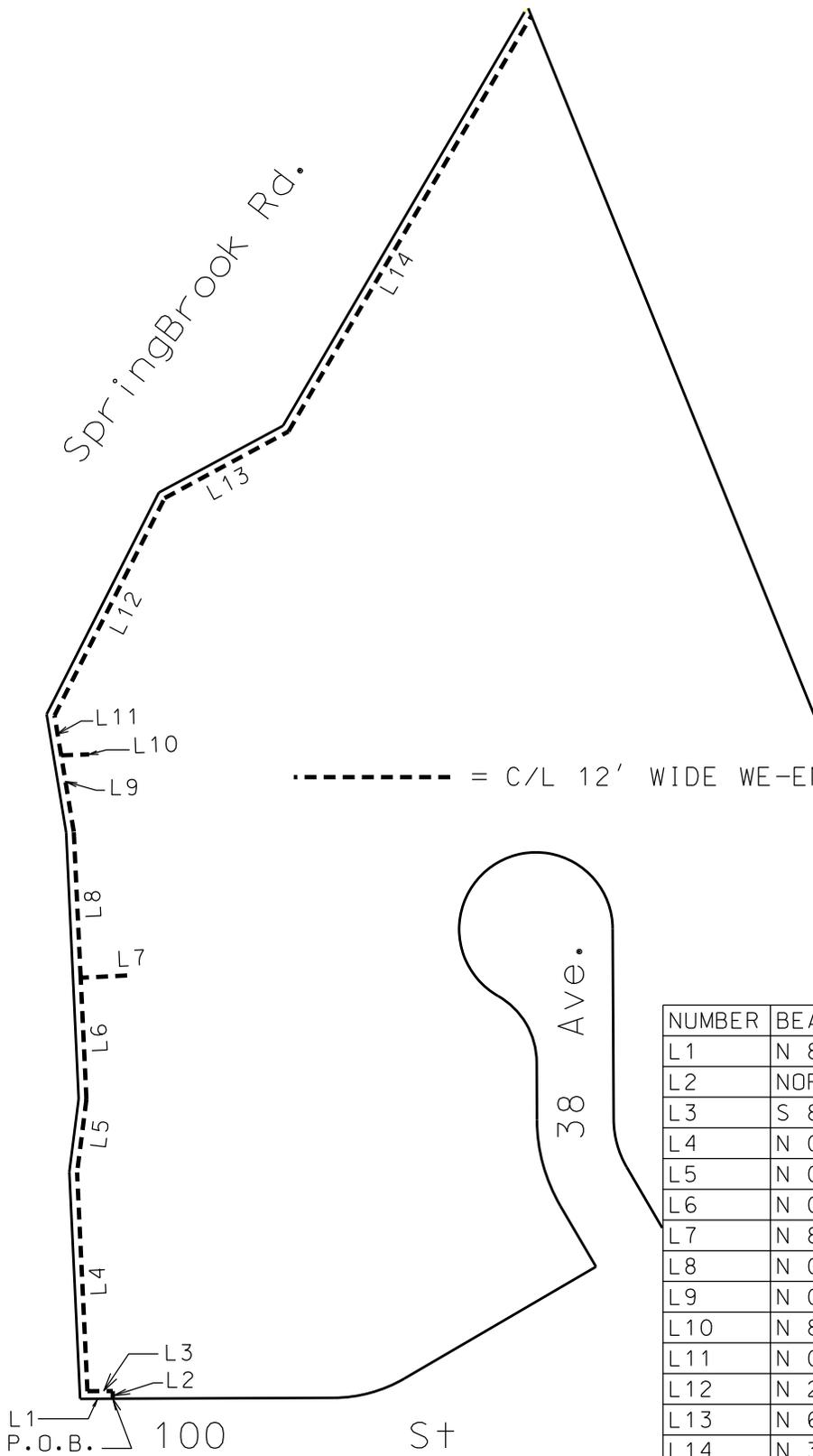
(NOTARY STAMP/SEAL)

My commission expires _____



39 Ave C.T.H. "EZ"

SpringBrook Rd.



----- = C/L 12' WIDE WE-ENERGIES EASEMENT

NUMBER	BEARING	DISTANCE
L1	N 89° 45' 31" E	25.51'
L2	NORTH	6.00'
L3	S 89° 45' 31" W	19.78'
L4	N 02° 42' 29" W	171.26'
L5	N 07° 17' 32" E	57.59'
L6	N 02° 42' 29" W	95.06'
L7	N 87° 17' 31" E	25.04'
L8	N 02° 42' 29" W	114.27'
L9	N 09° 22' 31" W	60.46'
L10	N 87° 47' 24" E	12.00'
L11	N 09° 22' 31" W	31.54'
L12	N 26° 49' 02" E	190.39'
L13	N 61° 44' 30" E	109.93'
L14	N 30° 16' 10" E	376.34'

EXHIBIT "A"



C.S.M. 2750
 SW 1/4 SECTION 24-1-22
 VILLAGE OF PLEASANT PRAIRIE
 KENOSHA COUNTY, WISCONSIN

DRAWN BY:	Ras
DATE:	8/21/2014
WR NUMBER:	3642192
REVISIONS:	_____

\$FILES \$TIMES \$DATES

**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS
Period Ending: September 10, 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. Morgan R. Skarda
2. Rachael M. Vaughn

thru June 30, 2016
thru June 30, 2016

Jane M. Romanowski
Village Clerk



**CERTIFICATE FOR REDUCTION
TO THE LETTER OF CREDIT NO. 37351600002**

DATE: September 15, 2014

TO: Talmer Bank as Successor Interest to
First Banking Center
8700 75th Street
Kenosha, WI 53142

RE: Reduction Certification No. 3 to Letter of Credit No. 37351600002
Applicant: Burco Holdings LLC

Jane M. Romanowski, being first duly sworn on oath, deposes and certifies as follows:

1. I am the Village Clerk of the Village of Pleasant Prairie, Wisconsin (the "Village").
2. The Village Board of Trustees, at a meeting duly held on the 15th day of September, 2014, duly approved an irrevocable reduction to the Maximum Amount of this Letter of Credit by the amount of \$10,000.00.

Village of Pleasant Prairie

Jane M. Romanowski, Clerk

Subscribed and sworn to before me
this 15th day of September, 2014.

Notary Public, State of Wisconsin
My Commission expires: _____