

**AGENDA**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PLEASANT PRAIRIE VILLAGE BOARD**  
**PLEASANT PRAIRIE WATER UTILITY**  
**PLEASANT PRAIRIE SEWER UTILITY**  
**Village Hall Auditorium**  
**9915 – 39<sup>th</sup> Avenue**  
**Pleasant Prairie, WI**  
**December 17, 2012**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – November 19 and December 3, 2012
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. New Business
  - A. Consider Resolution #12-46 honoring Robert A. Ramsdell for 42 years of distinguished service to the Village of Pleasant Prairie as a member of the Police and Fire Commission.
  - B. Consider Resolution #12-47 recognizing George E. Melcher, Director of Kenosha County Department of Planning and Development, for his 39<sup>th</sup> years of Public Service.
  - C. Consider appointment to the Police and Fire Commission.
  - D. Consider Land and Building Lease Agreement with Verizon Wireless for the Prairie Springs Park site.
  - E. Consider Amendment Two to the Community Development Block Grant – Emergency Assistance Contract – between the State of Wisconsin and the Village of Pleasant Prairie.
  - F. Consider the request for a two (2) year time extension of the approval for the Preliminary Plat Condominium Plat for the Landing at Bain Station Crossing generally located at the northeast corner of 85th Avenue and Bain Station Road.

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G. Consider Ordinance #12-44 to amend Chapter 180 of the Municipal Code relating to Fire & Rescue Protection.

H. Consider Operator License Applications on file.

8. Village Board Comments

9. Adjournment.

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

**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
November 19, 2012  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, November 19, 2012. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz and Mike Serpe. Clyde Allen was excused. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Mogensen, Interim Police Chief; Doug McElmury, Fire & Rescue Chief; Rocco Vita, Village Assessor; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Ruth Otto, IT Director; Carol Willke, HR Director and Jane Romanowski, Village Clerk. Three citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - NOVEMBER 5, 2012**

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any additions or corrections to the minutes?

**YUHAS MOVED TO APPROVE THE MINUTES OF THE NOVEMBER 5, 2012 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

- 5. PUBLIC HEARINGS**
  - A. Consider appeal of Claude Jensen of vicious dog determination.**

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Thomas Camilli:

Thank you, Mr. President. For the record my name is Thomas Camilli, Jr. with the firm of Godin, Geraghty, Puntillo & Camilli appearing on behalf of the Village of Pleasant Prairie. Mr. President, this matter comes before the Board this evening upon a request by Village resident Claude Jensen for a review of a determination by Interim Chief Mogensen that Mr. Jensen's pit bull is a vicious animal and should be licensed as a vicious animal under the Village ordinances. This matter arises from a very unfortunate incident which occurred on October 17<sup>th</sup> of this year where Mr. Jensen's pit bull viciously attacked a seven year child causing severe injury.

We are prepared to have Interim Chief Mogensen and Officer Laura Hoffman testify to the facts surrounding these circumstances, and it is our request on behalf of the Village that this Board affirm Chief Mogensen's determination that Mr. Jensen's pit bull is a vicious animal as defined under Section 119 of the Village ordinances and should be licensed as such in accordance with the strict requirements of the ordinance. So with that, Mr. President, I will allow Chief Mogensen to be sworn in for testimony.

Jane Romanowski:

Please stand and raise your right hand. Do you solemnly swear in the matter now in hearing to tell the truth so help you God?

Chief Mogensen:

I do.

Jane Romanowski:

Please state your name and address for the record?

Chief Mogensen:

Interim Chief David Mogensen.

Thomas Camilli:

And Mr. Mogensen you are currently serving as Interim Chief of the Village of Pleasant Prairie Police Department?

Chief Mogensen:

That's correct.

Thomas Camilli:

And how long have you been serving in that capacity?



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Chief Mogensen:

Since July 1<sup>st</sup> of this year.

Thomas Camilli:

And prior to that time what was your position with the Village?

Chief Mogensen:

Deputy Chief of Police.

Thomas Camilli:

And how long have you served as Deputy Chief of Police with the Village?

Chief Mogensen:

Since 2006.

Thomas Camilli:

Thank you. Chief Mogensen, was your department made aware of an incident which occurred on August 17, 2012 at the home of Claude Jensen located at 12000 44<sup>th</sup> Avenue in the Village of Pleasant Prairie?

Chief Mogensen:

Yes, we were. During the third shift on the morning of October 18<sup>th</sup> Lieutenant Marik of our department received a call from Children's Hospital, a social worker at the hospital, reported that the seven year old was at the hospital being treated for the bite. The social worker advised Lieutenant Marik that the child was being watched by a family friend, and that he had just walked into the residence and was, I don't want to say attacked, the dog jumped on the boy and bit his face.

Thomas Camilli:

So your office became aware of a child being bitten at the home of Mr. Jensen. And you subsequently began an investigation?

Chief Mogensen:

Yes, I did.

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Thomas Camilli:

And at the conclusion of your investigation did you prepare a written report detailing your findings with regard to your investigation?

Chief Mogensen:

Yes, I did.

Thomas Camilli:

I'd like to have this marked as Exhibit A if I can. Chief Mogensen, I just presented to you what has been marked as Exhibit A. Can you identify this document?

Chief Mogensen:

This is the report that I prepared summarizing the investigation of the various officers that investigated the incident.

Thomas Camilli:

And the report is dated November 2, 2012 after you've completed your investigation?

Chief Mogensen:

That's correct.

Thomas Camilli:

And in preparing this report, Chief Mogensen, you relied upon various additional documents which are referenced on page 4 of your report, the nine items indicated as supporting documents, is that correct?

Chief Mogensen:

That's correct.

Thomas Camilli:

And among those supporting documents are incidents reports of Lieutenant Marik, Officer Hoffman, and Officer Bonogofsky?

Chief Mogensen:

Yes.

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Thomas Camilli:

Alright. I want to take you back now to the date of October 17<sup>th</sup> when this boy was attacked by Mr. Jensen's pit bull. Again, you briefly described the facts surrounding that circumstance. If you could please explain to the Board, again based upon your report, based upon the review of all the incident reports, what your investigation determined actually happened at the home of Mr. Jensen on October 17<sup>th</sup> of this year.

Chief Mogensen:

On October 17<sup>th</sup>, it was during the evening hours, the exact time we do not know, the child was brought to Mr. Jensen's residence to be watched as I was led to believe this happened in the past. According to the officer's report, the child walked into a room of the home which is when the dog jumped on the boy and bit his face when he sustained the injuries. I was told that the reports indicate that Mr. Jensen was not in the room, he was in another room preparing dinner for himself and I believe the children that were there.

Thomas Camilli:

Can you describe the injuries -- to the best of your knowledge can you describe the injuries sustained by the seven year old child as a result of this attack?

Chief Mogensen:

The child had a severe laceration to his right cheek, to his upper nose, around the eye socket. There was a vertical cut from his lip down to his chin and also a bite under his chin on his neck.

Thomas Camilli:

And these injuries were serious enough to require medical care?

Chief Mogensen:

Yes, they were.

Thomas Camilli:

And are you familiar with the treatment that this child received after the attack on October 17<sup>th</sup>?

Chief Mogensen:

Yes. The child was originally taken to a hospital in Illinois then transferred to Children's Hospital in Milwaukee for treatment of the injuries. He did receive numerous stitches. I inquired or our officers inquired how many stitches, in Officer Hoffman's report, how many stitches the

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child received to repair these wounds, and the nurses reply was that there was too many to count. I estimated just based on photographs that there were at least two dozen stitches.

Thomas Camilli:

And the attack itself did your investigation indicate whether this was a provoked attack? In other words, did the child do anything to provoke the dog or cause the dog to attack the child?

Chief Mogensen:

No, it was an unprovoked attack. The child was just walking into the room.

Thomas Camilli:

And that's when the pit bull attacked the child?

Chief Mogensen:

That's correct.

Thomas Camilli:

And causing the injuries that you've just testified to?

Chief Mogensen:

That's correct.

Thomas Camilli:

During the course of your investigation, Chief Mogensen, did you determine whether this dog was licensed?

Chief Mogensen:

I did. I checked with records here at the Village Hall. I had them check the records, and there was no license issued for that animal.

Thomas Camilli:

And you also conducted an investigation into whether the pit bull was current on its rabies vaccination?

Chief Mogensen:

Yes. There's a supporting document in this packet which is from an Illinois animal hospital.

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Thomas Camilli:

And would that be supporting document number 6?

Chief Mogensen:

Number 6 and also number 3, yes. And both of those rabies certificates state that the vaccination for rabies expired on November 6<sup>th</sup> of 2011.

Thomas Camilli:

So the dog was not current on its rabies vaccination?

Chief Mogensen:

That's correct.

Thomas Camilli:

Chief Mogensen, after your investigation into this unprovoked attack, you made a determination regarding the condition of the dog, did you not?

Chief Mogensen:

Yes, I did.

Thomas Camilli:

And based on your investigation what did you determine?

Chief Mogensen:

I took several factors into consideration. Number one that this was an unprovoked attack on a seven year old child. Number two that the injuries sustained were very severe and required dozens of stitches. Whether he will be scarred for life or not I do not know, but the injuries were significant. Another factor was that at the time, of course, the rabies vaccination had expired, and the numerous locations of the injuries on the child's face. And, of course, as you mentioned previously that the dog was not licensed within the Village. But my main consideration was the seriousness of the bite and the seriousness of the injuries and that it was an unprovoked attack.

Thomas Camilli:

And based upon the seriousness of the injuries to the child and the fact that this was an unprovoked attack you determined that the dog was vicious?

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Chief Mogensen:

I did.

Thomas Camilli:

And by being vicious that invoked certain obligations under Chapter 119 of our ordinances, does it not?

Chief Mogensen:

Yes, it does.

Thomas Camilli:

And the dog is currently not licensed as a vicious animal, is that correct?

Chief Mogensen:

That's correct.

Thomas Camilli:

Alright. When you made the determination that the dog is vicious pursuant to Chapter 119 of the ordinances, you notified Mr. Jensen?

Chief Mogensen:

Yes, I did. I prepared a letter to Mr. Jensen explaining my determination and his options for contesting that.

Thomas Camilli:

And that determination, Chief, is indicated in tab number 5 of Exhibit A?

Chief Mogensen:

Yes, it is.

Thomas Camilli:

And after you served Mr. Jensen with your determination that his animal is vicious, Mr. Jensen then required a review by this Board, is that correct?

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Chief Mogensen:

That's correct. He submitted a letter to the Village Clerk.

Thomas Camilli:

Alright. Chief Mogensen, as Chief of Police you obviously have obligations for the safety and protection of the community.

Chief Mogensen:

Yes, I do.

Thomas Camilli:

And based upon the incident that happened here with this attack upon this child do you have concerns regarding the safety and welfare of the community if this dog is not licensed and maintained as a vicious animal?

Chief Mogensen:

Yes, I do. Since this was an unprovoked attack there could be a time where either other children visit the residence and the same thing happens; the animal could break lose and run at large and perhaps attack another child or an adult; and it's my duty, my obligation, to make sure I take whatever action is necessary to protect this community. And that is the reason based on the evidence that I made my determination.

Thomas Camilli:

And it's your request today, Chief Mogensen, that this Board affirm your determination that Mr. Jensen's animal is a vicious animal and thus should be licensed accordingly in accordance with the ordinance?

Chief Mogensen:

Yes, it is.

Thomas Camilli:

Thank you, Chief Mogensen. The Village is prepared to present testimony from Officer Laura Hoffman.

Jane Romanowski:

Do you solemnly swear in the matter now in hearing to tell the truth so help you God?

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Laura Hoffman:

I do.

Jane Romanowski:

Would you state your name for the record.

Laura Hoffman:

Laura Hoffman.

Thomas Camilli:

Ms. Hoffman, you are currently employed by the Village of Pleasant Prairie Police Department?

Laura Hoffman:

Yes.

Thomas Camilli:

What is your title with the Village?

Laura Hoffman:

I am a police officer.

Thomas Camilli:

And how long have you served as a police officer with the Village of Pleasant Prairie Police Department?

Laura Hoffman:

Since July of 1998.

Thomas Camilli:

Alright. And, Officer Hoffman, you were involved in the investigation into the attack on this seven year old child which occurred on October 17<sup>th</sup>?

Laura Hoffman:

Yes.



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Thomas Camilli:

Can you briefly describe the extent of your involvement in investigation this matter?

Laura Hoffman:

I was assigned to respond to Children's Hospital to try to speak with the child about what had happened and to observe the injuries he had sustained.

Thomas Camilli:

And did you meet with the child at Children's Hospital?

Laura Hoffman:

I did.

Thomas Camilli:

When was that?

Laura Hoffman:

Friday, October 19<sup>th</sup>.

Thomas Camilli:

Can you tell us what you observed when you visited the child at Children's Hospital on the 19<sup>th</sup>?

Laura Hoffman:

He had significant swelling to his lower lip. There was a laceration down his lower lip that required stitches; a large laceration on his right cheek requiring stitches; swelling to his right eyelid; and a smaller laceration near his eyebrow that also required stitches.

Thomas Camilli:

Were you able to or did you attempt to speak with the child regarding what happened?

Laura Hoffman:

I did. I tried to ask him a couple questions. He wouldn't respond. And I finally had asked him if it hurt too much to talk just to raise one finger like that to let me know, and he raised one finger to let me know.

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Thomas Camilli:

So the pain was so severe that the child was unable to speak with you?

Laura Hoffman:

Yes.

Thomas Camilli:

And did you have the opportunity to take photographs of the child at the time?

Laura Hoffman:

I did.

Thomas Camilli:

Officer Hoffman, I'm showing you now what's been marked as Exhibit B. Can you identify this photograph?

Laura Hoffman:

Yes, this is one of the photos that I took.

Thomas Camilli:

And does this photograph accurately depict the condition of the child at the time that you visited the child on the 19<sup>th</sup>?

Laura Hoffman:

Yes.

Thomas Camilli:

And what is that picture depicting?

Laura Hoffman:

It's showing the swelling to his lower lip, several of the stitches from the laceration on the lower lip, the laceration to his right cheek, the swelling on his right eyelid, and the small laceration in his brow that required stitches as well.

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Thomas Camilli:

Officer Hoffman, I'm showing you now what's been marked as Exhibit C. Can you please identify that document.

Laura Hoffman:

Also one of the photos that I took.

Thomas Camilli:

Alright. And Exhibit C accurately reflects the significant injuries to the child?

Laura Hoffman:

Correct.

Thomas Camilli:

Alright. And based upon your meeting with the child at Children's Hospital you prepared a report, is that correct Officer Hoffman?

Laura Hoffman:

That's correct.

Thomas Camilli:

And your report is contained within Exhibit A as supporting document -- it's contained as item number 1 within Exhibit A?

Laura Hoffman:

Correct.

Thomas Camilli:

Alright. And can you briefly describe for the Board the facts as indicated in your incident report?

Laura Hoffman:

Again, when I first arrived at the hospital I spoke with the child's mother to try to get a feel as far as what had happened. She was not present at the home when the attack had occurred. She was at work. From what she was told they had just returned home with some pizza. And from what she was told they had walked into the house when the dog jumped on her son and bit him. At that

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point the child was taken to a hospital in Illinois and then transferred to Children's in Milwaukee. When I asked mom how many stitches her son had gotten from this incident she had told me that she was told by one of the nurses that it was too many to count. And after that was when I attempted to speak with her son, and he wouldn't answer any questions. It just hurt too much for him to talk at that point. He did allow me to take some photographs, and then I prepared my report.

Thomas Camilli:

Thank you, Officer Hoffman. Mr. President, the Village has no further questions for Chief Mogensen or Officer Hoffman at this time.

John Steinbrink:

Okay.

Claude Jensen:

My turn to speak?

John Steinbrink:

Yes. Give us your name and address for the record.

Claude Jensen:

I get sworn in?

Jane Romanowski:

Do you solemnly swear in the matter now in hearing to tell the truth so help you God?

Claude Jensen:

I do.

Jane Romanowski:

Please state your name and your address for the record into the microphone.

Claude Jensen:

My name is Claude Jensen. I reside at 12000 44<sup>th</sup> Avenue. I really don't know what to say. What did happen was an unfortunate incident. I did write something down here I'd like to share with you if I could. Hello, my name is Claude Jensen. I live at 12000 44<sup>th</sup> Avenue here in Pleasant Prairie, Wisconsin. My family has lived here for over 40 years. I grew up in this

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Village, and now again here I'm a resident in the house I grew up in. This is a great place to live, and I don't want that to change.

I'm here tonight because of an unfortunate incident that happened on October 12, 2012. I was watching my friend's children ages 5 and 7. We had just gotten home to eat dinner. We walked in and were going to eat, had a pizza in my hand. My dog was lying on the couch. She rose to greet us very excitedly. I walked into the living room to set down the pizza and I heard a moan. I turned to see the boy on the ground. I rushed over to see and was shocked to find that my dog had bitten him. I rushed him for medical attention. The boy is doing very good, and I help in any way I can.

But tonight I am here on my dog, Chloe's, behalf. I've had this dog for seven years. She's a great dog, and I am here to ask the Village to have mercy on her. She has been impounded in the Kenosha Humane Society, and they have ran tests, checks, and by no means how is Chloe vicious they have told me. She was tested around other animals, male and female, adults as well. She growing up really has never been around small children. And maybe for whatever reason bit the child.

I'd like to have my dog back. I would not like her to be tagged as a vicious animal. I do have some video footage that I think is pertinent for the Board to see. They tell me they have a problem with maybe displaying any video feed that I have on your devices here. If I could, I could play them off of my laptop if you guys would care to see the videos that the Humane Society had taken of her. She's a real good dog, and she's really not a vicious dog even though it was a vicious thing that happened. An unfortunate incident as I like to call it. I really don't have a lot else to say. My condolences go out to the boy. And I hope he gets better. Otherwise I think the video footage would really speak a lot if I could have an opportunity to show that footage.

Mike Pollocoff:

We're just going to see if we can modify that file [inaudible].

Michael Serpe:

Mike, while we're waiting, could you explain to us the process if we determine the dog is vicious and licensing a vicious animal. What are some of the alternatives we could look at, what are the guidelines we have to look at?

Mike Pollocoff:

Well, if the animal is determined to be vicious -- why don't you go ahead, Dave.

Chief Mogensen:

If the decision -- if my decision is affirmed that the dog is vicious, the ordinance then states that the dog must be licensed with the Clerk with the Village as being vicious. There is a list of conditions that must be met before the dog is released which includes insurance coverage, a place

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where the animal is contained where it cannot escape, and that whenever it is out in public out of its yard that it is muzzled. And once declared vicious he would also have the option of removing it from the Village, but that declaration of viciousness and licensing still must take place here within the Village. So if he was to transfer it, say, to Illinois, he would have to notify the Village Clerk that he intends to move it out of the Village. The Village Clerk would then contact the municipality where the dog was to reside and advise them that a vicious dog was going to be in their community to see if there were any restrictions in their code of ordinance that he would have to abide by. The bottom line is that your declaration of declaring him vicious and affirming my decision would require the licensing procedure either way.

Michael Serpe:

Does Mr. Jensen know the parameters here that are set forth in the ordinance?

Chief Mogensen:

We were talking to him before this session, and he's not completely clear on all of them, but we can supply him with a copy of the ordinance which spells everything out.

Jane Romanowski:

He's got the ordinance. He got it with the [inaudible].

Thomas Camilli:

Specifically Section 119-2 B which lists all of the requirements to maintain a vicious dog license that's set forth in the ordinance. We did have the opportunity to speak briefly with Mr. Jensen prior to the hearing regarding those conditions. And certainly if the Board affirms Police Chief Mogensen's determination those requirements would be made more fully clear to Mr. Jensen at that point.

Monica Yuhas:

Jane, how many dogs do we have in the Village, if any, that are licensed vicious?

Jane Romanowski:

A vicious dog?

Monica Yuhas:

Yes.

Jane Romanowski:

None.

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Michael Serpe:

Could I ask a question of Mr. Jensen? Is that okay, Mr. Camilli?

Thomas Camilli:

The Board may ask questions, yes.

Michael Serpe:

Are you aware of the options here if the dog is declared vicious?

Claude Jensen:

Could you say that one more time?

Michael Serpe:

Are you aware of the options? If we declare the dog being vicious are you aware of the options?

Claude Jensen:

Yes, he did go over the options.

Michael Serpe:

Whether it be euthanized, whether it be licensed and moved, you're aware of all this?

Claude Jensen:

Yes.

Michael Serpe:

If it were to be moved, do you have a place to move it?

Claude Jensen:

Not at the present moment.

Michael Serpe:

Could I ask another question. I don't know of Dave or Tom. If we were to determine that the animal is vicious, and we also gave the owner of the dog the option to relocate the animal as a vicious animal, licensed, and give him time to do that, and the dog remained in custody for lack

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of a better word, and he doesn't have a place to locate the animal, would we then authorize the dog to be euthanized?

Thomas Camilli:

If Mr. Jensen is unable to comply with the licensure requirements for a vicious animal or transfer the animal out of the jurisdiction in accordance with the ordinance, I believe then it would be within the discretion of the Board to order the dog euthanized if none of those requirements are able to be met by Mr. Jensen.

Michael Serpe:

Mr. Jensen, have you taken any steps on trying to locate a residence for that dog?

Claude Jensen:

I have but nothing [inaudible]. I guess I was waiting on the Board to see or not whether it being vicious or not.

John Steinbrink:

Mr. Jensen, why wasn't the dog licensed with the Village of Pleasant Prairie? And why were the rabies shots allowed to expire?

Claude Jensen:

Yeah, I guess I was not up to date on that.

John Steinbrink:

And how long has the dog been in the Village?

Claude Jensen:

Actually I moved into the Village on the beginning of October, so she was probably at the residence for two weeks before this incident happened.

John Steinbrink:

So the dog wasn't licensed anywhere at the top because the shots had expired and you would be unable to get a license, correct?

Claude Jensen:

Okay, I'm not sure on that.



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Monica Yuhas:

Mr. Jensen, in your letter dated 10-29-2012, you state that Safe Harbor said that they came to the conclusion that your dog is not vicious. Did they put anything in writing to that fact?

Claude Jensen:

They didn't. They did not give me anything in writing, no.

Monica Yuhas:

Thank you.

Chief Mogensen:

May I also add to that. I had also spoken with a representative from Safe Harbor, and they told me the same thing on the phone. But I did ask them the question if they were aware of the extent of the injuries or had seen the injuries before making that determination or making that statement, they said they had not.

Claude Jensen:

My only thought is the extent of injuries really I mean a dog bite really doesn't show the nature of the dog. I mean it is an animal, and animals do react to things. But I don't think that's a fair conclusion to call her vicious.

John Steinbrink:

So you couldn't guarantee this wouldn't happen again to another child?

Claude Jensen:

I could guarantee that I would do my best to, knowing that the issue has occurred, she would be out on a leash if I had her outside. And I think I would keep her contained if I have anybody over at the house. I don't want her to have any small children. My children are adults now so it would be just me and my adult children at the residents.

Michael Serpe:

During the time you owned this dog, Mr. Jensen, have you ever went to class for aggression or teach it to be a guard dog?

Claude Jensen:

No.

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Michael Serpe:

Never.

Claude Jensen:

I think she did take some maybe dog training classes early on but that wasn't for aggressiveness. It was more obedience training.

Michael Serpe:

I have one other question if I may. How does the mother feel about this?

Claude Jensen:

She does not think she's vicious either.

Michael Serpe:

I'm sorry?

Claude Jensen:

She does not think Chloe is vicious.

Steve Kumorkiewicz:

Mr. Jensen, I'm a dog lover. My granddaughter --

John Steinbrink:

Don't make an opinion [inaudible].

Steve Kumorkiewicz:

Okay, I withdraw that. When you say as best as you can to me that's not good enough because you can turn around, and that dog can bite anybody because of the nature of that particular type of dog.

Claude Jensen:

I think it's the nature of any type of animal to possibly attack another animal or human.

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Mike Pollocoff:

Mr. President, Ruth has tried to get that up, and we don't have the same kind of player that he has. So my recommendation is if you want to have the petitioner bring the laptop up by your seat and we can take a look at it.

John Steinbrink:

I think the question here is not -- it's more why isn't the dog licensed, why are the shots expired and what are we going to do.

Thomas Camilli:

Mr. President, if I may make just a couple of comments in rebuttal to Mr. Jensen's testimony. First of all it's incumbent on Interim Chief Mogensen to promote and protect the welfare and the betterment of this community, and he has very significant concerns about the presence of this dog in this community without the proper licensure. That's his job, and he has the responsibility to protect this community. We cannot have an instance like this happen again to a child to have suffered the extent of the pain and injuries as the child does. That is a significant concern.

Also, the best way to ensure this does not happen again is to have the dog licensed as a vicious animal. Because then the ordinance comes into play to best protect and promote the protection of the community. That's what the ordinance is there for. Mr. Jensen had made some comments that he does not have any problems controlling the animal. What I would request is the opportunity to have Interim Chief Mogensen testify very, very briefly in rebuttal to an incident which occurred which I think demonstrates even further the lack of the ability of Mr. Jensen to properly control his animal. And if I may have Chief Mogensen testify briefly to that fact? Interim Chief Mogensen, you understand you're still under oath?

Chief Mogensen:

Yes, I do.

Thomas Camilli:

Alright. I'd like to refer you back to Exhibit A which is your narrative report. And as part of your narrative report you included an incident report prepared by an Officer Bonogofsky, is that correct?

Chief Mogensen:

That's correct.

Thomas Camilli:

And what is the tab on that incident report for the benefit of the Board?

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Chief Mogensen:

That would be under tab 1.

Thomas Camilli:

And so we're looking specifically at the incident report of Officer John J. Bonogofsky dated October 25, 2012 which is part of your narrative report. And, Chief Mogensen, it was Officer Bonogofsky that actually took possession of Mr. Jensen's dog at the Safe Harbor Humane Society, is that correct?

Chief Mogensen:

That's correct.

Thomas Camilli:

Alright. And can you testify to the Board and inform the Board as to what happened at the time that Mr. Jensen was surrendering his dog to Safe Harbor?

Chief Mogensen:

Officer Bonogofsky stated in his report that, well he was sent there for the purpose of meeting Mr. Jensen to turn over the dog to the Humane Society, and as they were walking the dog to the building the dog pulled backwards out of its collar and broke free from Mr. Jensen. Mr. Jensen dropped his coffee as he was going after the dog, and Claude was able -- Mr. Jensen was able to resecure the dog into the collar after a worker from Safe Harbor actually assisted in capturing the dog.

Thomas Camilli:

Thank you.

Claude Jensen:

I've just got to say that the dog wasn't ten feet away from me. That's all. It's not like it ran even into the parking lot. It just slipped out of the collar.

Michael Serpe:

I would like to hear just a couple words from the mother of this child if that's possible? If we could call her up and get a little bit of testimony.

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Jane Romanowski:

You have to raise your right hand [inaudible]. Do you solemnly swear in the matter now in hearing to tell the truth so help you God?

Brooke Zavala:

Yes.

Jane Romanowski:

Please state your name and address for the record.

Brooke Zavala:

Brooke Zavala, 1823 20<sup>th</sup> Street, Zion, Illinois.

Michael Serpe:

Question of you is when this happened your child was bitten, was treated. What are your feelings now towards this dog as to what we should make a decision to do with it?

Brooke Zavala:

I don't think she's vicious at all. I don't know what happened but I know she's a good dog. I've known her for at least two years now.

Michael Serpe:

So you're of the opinion that the dog should remain with its owner?

Brooke Zavala:

I don't think she should be put down at all.

Michael Serpe:

I'm sorry?

Brooke Zavala:

She should not be put down, whether she stays with him or goes somewhere else.

Michael Serpe:

How many times has your son visited the Jensen home?

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Brooke Zavala:

That home maybe three or four times.

Michael Serpe:

Never an incident until this particular night?

Brooke Zavala:

No.

Michael Serpe:

You said you were eating a pizza, Mr. Jensen. What transpired in your absence with the boy and the dog?

Claude Jensen:

There was very little time from my arrival at the residence to the incident. Like I say the dog is energetic, rambunctious especially when we come home. We'd been gone all day. We weren't there three minutes.

Michael Serpe:

But you were not present when the boy bit the boy?

Claude Jensen:

I was just around the doorway. We actually have two other little dogs, and they were looking at them dogs over the gate because I gate them off because they like to go potty in the house. They were over there by the gate. And then I turned around and I mean it happened that fast.

Michael Serpe:

Okay, thank you.

John Steinbrink:

Are the other dogs licensed with the Village?

Claude Jensen:

Not yet.

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John Steinbrink:

Rabies shots?

Claude Jensen:

Yeah, they are up to date on their shots and rabies shots from the State of Illinois.

Thomas Camilli:

If I may just ask Brooke a couple of questions. Ms. Zavala, you indicated previously that Mr. Jensen's dog is a hyper dog or a rambunctious dog? Have you used those terms in describing the dog?

Brooke Zavala:

Yes.

Thomas Camilli:

And I believe you indicated to Officer Hoffman when Officer Hoffman visited your child at Children's Hospital that there was at least one other time when the dog nipped at your son but that your son did not require medical attention?

Brooke Zavala:

Right. Just like you would think it was a scratch something.

Thomas Camilli:

Alright. Thank you. And just to clarify for the Board in response to Ms. Zavala's comments, it's not the Village's position, and we're not seeking at this point, to have the dog put down or to have the dog euthanized. We're seeking to have determination made that the dog is vicious so that the dog can be licensed in accordance with the ordinance so that the community can best be protected so that this incident does not happen again, and so that Interim Chief Mogensen can feel secure that he's completed and performed his duty to this community with regard to this very vicious unfortunate attack that happened.

Steve Kumorkiewicz:

I have a question for Mr. Jensen. Do you have a fenced in property?

Claude Jensen:

Yes, I do.

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Steve Kumorkiewicz:

How high is your fence?

Claude Jensen:

Excuse me?

Steve Kumorkiewicz:

How high?

Claude Jensen:

I think it's probably five foot, maybe four to five feet high cyclone fence.

Steve Kumorkiewicz:

Do you think that the dog can jump the fence?

John Steinbrink:

I think this happened in the house, not outside the house.

Claude Jensen:

That's correct. I couldn't answer that question. I'm not sure. The dog is not very big in height. It's not a very big dog, about 50 pounds I think is her weight.

Michael Serpe:

We have no idea why certain animals attack other animals or people. Just like we don't know oftentimes why humans attack others or kill others for no reason. In the case of a human something like this would be charged out as an aggravated battery punishable by prison. Because the dog can't testify and tell us why he did it, we have to take it upon ourselves to make a determination that the dog needs to be punished. I have to agree with the Chief. I think we should determine that this is a vicious dog, license him as a vicious dog, and follow the ordinance as written and pray to God it doesn't happen again to somebody else. I'd make that a motion.

Steve Kumorkiewicz:

I second that.

John Steinbrink:

We have a motion, we have a second. Is there any other discussion? Question for our attorney?



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Jane Romanowski:

I was just checking to see if there's a time frame [inaudible]. The dog's going to remain at Safe Harbor.

Mike Pollocoff:

It will have to remain at Safe Harbor until it is licensed.

Michael Serpe:

That's right. So you come in, we're open 8 to 5.

Claude Jensen:

And I get a license for her?

Michael Serpe:

Yes. You've got to see the Village Clerk.

Jane Romanowski:

There's a lot to go along with this so make sure [inaudible] and lots of different. You have the ordinance. You were given the ordinance as part of your hearing notice?

Claude Jensen:

Yeah, you gave me a copy.

Jane Romanowski:

It's basically step by step, but you can give me a call and we can talk about it. We've never had a vicious dog's license in the Village, so we have to take it step by step. It's not something that happens every day.

Chief Mogensen:

All the steps are listed under listed under Section 119-2.

Jane Romanowski:

You have the ordinance.

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John Steinbrink:

Could you read those steps again? Because there was one about moving the dog out of the community, and I have a problem with that when we ship a problem to another community. And we've seen Mr. Jensen's wherewithal as far as licensing and following our rules. And who's to say he's not going to move it somewhere and then move it again and not notify or license properly. That could happen to another child somewhere, so I have concerns about that. Could you read those?

Chief Mogensen:

You want me to read the entire verbatim the conditions?

John Steinbrink:

Yes, if you could.

Chief Mogensen:

Okay. Section 119-2, license for a vicious dog. Section A, fee and term. The license term shall be from January 1 through December 31. The license fee which is not proratable shall be as provided in Chapter 214 of this code which fee shall cover the cost of the Village issued tags and signs. Section B, conditions for license issuance. A license may be granted and issued subject to the following terms and conditions. Number one, the applicant shall provide the Village with a liability insurance policy written by an insurance company licensed to do business in the State of Wisconsin which policy covers death and personal injury in the amount of \$500,000 and property damage in the amount of \$100,000 and which policy names the Village of Pleasant Prairie as a co-insured. Said policy shall further provide that notice will be made to the Village Clerk at least 30 days in advance of any material change in the terms of the policy or in the event of its termination or non-renewal.

Number two states the applicant shall provide the Village with a certificate from a licensed qualified veterinarian showing that the dog has been inoculated for rabies and distemper within two years prior to this application. Number three, the applicant shall provide the Village with evidence that the dog has been neutered or spayed.

Section C, numbered and separate licenses all granted and issued for a vicious dog shall be consecutively numbered starting with the letters KV and the numbers 00001. Each vicious animal shall be separately licensed. The Village Clerk shall license these tags in an octagonal shape no less than one and one half inch in diameter and florescent yellow in color.

Now the conditions for licensing maintenance. A license granted and issued hereunder for a vicious dog is conditioned upon the following. The license number being tattooed on the left inner thigh of the animal by a licensed veterinarian or professional tattooer. Number two, maintenance of the insurance required by subsection B(1) above. Three, the vicious animal while on the premises where kept shall be placed within a secured building or within a secured fence of

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sufficient height and construction to maintain the animal within. Said fence containment area shall have a fence cover or other cover so as to eliminate the possibility that the dog could exit the enclosure by climbing the side walls there of. Said fence enclosure shall be inspected and approved by the Village of Pleasant Prairie's inspection department.

Number four, the posting of signs no smaller than 24 inches in size on each of the four sides of any said fenced enclosure made of metal or plastic, florescent yellow in color bearing a warning "vicious animal" in quotes in English print no smaller than three inches high and also bearing the license number of the vicious animal no smaller than one inch and posted at such location as is viewable from a public sidewalk, if any, in the vicinity of any walk or drive approaching the entrance to the building in which the vicious animal is kept.

Number five, the vicious animal while off the premises where kept shall be muzzled with a no bite type muzzle and restrained as to movement by a sturdy collar or harness and leash secured by and under direct control and supervision of a mentally competent adult person.

John Steinbrink:

Okay, Chief, where does the part come in where he can move the animal?

Chief Mogensen:

Under Section E it states that no person may sell or transfer -- Section E, number one, no person may sell or transfer possession of a vicious animal to another person or entity without first notifying the person to whom the vicious animal is being sold or transferred in writing of the fact that such animal has been licensed as a vicious dog by the Village Board or has found to be a vicious animal by the Village Board. Said owner shall further advise the transferee of the requirements of the applicable Pleasant Prairie Village ordinances if the animal is to be kept or housed within the Village.

Number two, no person may sell or transfer possession of a dog license as a vicious dog or found by the Village Board of Pleasant Prairie to be vicious or presumptively found to be vicious by the owner's or keeper's failure to request a hearing by the Village Board to another person or entity without first notifying the Village Clerk thereof in writing at least five days in advance of the sale or transfer of possession which notice shall include the transferee's name, address and municipality, and where said transferee intends to keep the vicious animal. Within five days of the receipt of the transfer notice, the Village Clerk shall mail a notice to the clerk of the municipality wherein said vicious dog is to be transferred advising said clerk of the fact that the dog has been licensed as or found to be a vicious animal by the Village Board of Pleasant Prairie and that the dog is being moved to that particular municipality.

John Steinbrink:

Thank you, Chief. And before anything there could happen this Board determines that the vicious animal does apply, he has to meet all those first requirements including the insurance --

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Chief Mogensen:

That's correct.

John Steinbrink:

-- before anything else.

Chief Mogensen:

Before the transfer takes place.

John Steinbrink:

And if he cannot reach or satisfy those conditions then the dog has to be put down?

Chief Mogensen:

That's correct.

Mike Pollocoff:

Either that or stay in the shelter where it's at.

Michael Serpe:

Do you understand it, Mr. Jensen? Do you agree to it?

John Steinbrink:

Okay. And you had a motion.

Michael Serpe:

I made a motion. I didn't get a second.

Steve Kumorkiewicz:

I seconded it. I did.

John Steinbrink:

And the motion is again?

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Michael Serpe:

To declare that the dog is vicious and that the ordinance be complied with.

John Steinbrink:

Any other discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Do I have to close the public hearing first?

Mike Pollocoff:

Yeah.

John Steinbrink:

Okay, I'm going to close the public hearing. Is there anyone else wishing to speak under the public hearing.

Adam Jensen:

I would like to say --

John Steinbrink:

Please come to the microphone and give us your name and address for the record.

Adam Jensen:

My name is Adam Jensen. I live at 1315 South Park Ave in Illinois [inaudible]. And I'm 18 years old, and we've had this dog for 7 years. I have a bunch of friends that are here. We're all around the same age. We have probably visited the [inaudible] since we were 11 or 10 years old, and she's never done anything to anybody for the past 7 years. I don't see how she's a vicious dog, and all them would stand up right now saying she isn't a vicious dog. So I just wanted to say that.

John Steinbrink:

So why is the dog not licensed or kept up on his rabies shot.

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Adam Jensen:

She is and with the [inaudible].

John Steinbrink:

Pardon?

Adam Jensen:

I think -- I don't know exactly the last time. I wasn't the one --

John Steinbrink:

They're expired, and there is no license in the Village of Pleasant Prairie.

Adam Jensen:

Yeah, but she was recently moved here. I don't know if he hasn't had time to do it yet.

John Steinbrink:

Okay, anything else you wish to add?

Adam Jensen:

I just don't think she's a vicious dog.

John Steinbrink:

Alright, thank you. Anyone else wishing to speak? Hearing none I'll close the public hearing. And, once again, I'm going to ask for the motion to be restated now.

Michael Serpe:

I move to declare the dog as vicious.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

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Michael Serpe:

The alternative here is to euthanize the dog, and listening to all the testimony we're going to give this dog a chance if you're willing to comply with that ordinance.

John Steinbrink:

We have a motion, we have a second. No further discussion.

**SERPE MOVED TO AFFIRM INTER CHIEF MOGENSEN'S DETERMINATION THAT DECLARE CLAUDE JENSEN'S DOG "CHLOE" IS A VICIOUS DOG AND TO COMPLY WITH THE ORDINANCE AS DISCUSSED; SECONDED BY KUMORKIEWICZ;; MOTION CARRIED 4-0.**

John Steinbrink:

That concludes Item A. Thank you for coming, Mr. Jensen.

Claude Jensen:

Thank you.

John Steinbrink:

And than you, Chief Mogensen. We'll give them one minute here to get reorganized. Okay, we're going to resume the meeting by bringing up Item B under public hearings.

**B. Proposed 2013 General Fund, Clean Water Utility, Fleet Internal Service Fund and Solid Waste Utility budgets.**

- 1) **Citizen Comments.**
- 2) **Closing of Budget Hearing.**
- 3) **Board of Trustee Comments.**
- 4) **Resolution #12-39 relating to Adoption of 2013 Budget and Property Tax Levy including Capital, Debt Service and other funds of the Village budget.**
- 5) **Resolution #12-41 relating to the adoption of the 2013 Clean Water Utility Budget.**
- 6) **Resolution #12-42 relating to the adoption of the 2013 Fleet Internal Service Fund Budget.**
- 7) **Resolution #12-43 relating to the adoption of the 2013 Solid Waste Utility Budget.**

Mike Pollocoff:

Tonight this is our budget hearing for the proposed 2013 general fund budget for the clean water utility, fleet internal fund and solid waste budgets that we're been considering tonight. The first

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budget we'll be considering tonight is the general fund budget. As we prepared this budget, and Kathy's going to be going through it with you in some detail, the input we've had from the Village Board is that given some of the economic details that are existing in the area and the somewhat depressed, not somewhat depressed but depressed residential real estate market values, the guidance we were given was to bring a budget in that would represent a zero percent increase within the general government. We've done that in this budget. Kathy is going to run through a summary of that budget and the impact of that budget on the typical taxpayer. So, Kathy, why don't you start.

Kathy Goessl:

Okay, Mr. President and Village Board, this is the organizational chart of the different funds that the Village has. The ones in blue are going to be presented tonight for approval. The general government budget includes operating, capital and debt service, and that's where I'll start on those budgets. And then also we're looking at the Tax Increment District which includes the debt service and capital also, and then the special revenue funds of the Village. And then also tonight the light colored blue will also be presented for approval which is our Clean Water Utility, our Solid Waste Utility and our fleet internal service. We're still working on the other budgets, the Water Utility, the Sewer Utility and the Rec Center.

I'll start with the operating budget of the general government. This is a summary of the 2012 budget and the proposed 2013 budget and the change between the two budgets in dollars and percentages. The blue color shaded area is the proposed 2013 budget. Overall this is a balanced budget and with no overall increase in property tax. Our general government is made up of operating, capital and debt. The property tax levy is moved between those three areas depending on the demand that we needed. Overall we're looking at a zero percent increase, but for the general government an increase was here for \$69,540 which our debt service actually went down so that money came from that area.

Revenue overall is up \$643,000, and I talked about property tax already. The other revenues are up across all categories. Major increases in commercial and industrial permits is the majority of this at \$256,000. Also law enforcement grants a \$45,000 increase. And then the parking ticket revenue of \$26,000. We just hired a parking enforcement officer which will increase enforcement of parking violations. And also with some major development coming into the Village, the engineering department services revenue is also up around \$36,000. So that's the majority of the change of a little over half a million dollars in other revenue. Our revenue enhancers, the largest revenue enhancement is due to us changing the way we bill ambulance or rescue fees and changing the base fee rates accounting for the majority of the \$66,000 increase. There's also some minor increases in fire and rescue fees, other fire and rescue fees and inspection fees.

Expenses overall is up a little over \$642,000. The majority of this increase as you can see is due to new programs of \$240,000 and an increase in public safety, mainly personnel, wages and benefits of \$243,000. All the rest of the increases are under \$100,000 in each of the areas. We have one program reduction which is electric savings from changing the lights on Terwall Terrace to LED lights.



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I'll go into a little bit more detail in each of the areas, our revenue areas and our expense area. These are our major categories of revenues. I talked about property tax. Even though it's up in this area overall it's not increasing at all. Intergovernmental revenue is up \$51,000, and that's mainly due to an increase in law enforcement grants of \$45,000. Our next category license and permits is up almost \$300,000 mainly due to -- or is up and it's mainly in commercial building permits. Commercial building permits is up \$300,000 to \$710,000 in revenue for 2013 proposed.

Other taxes include mobile home taxes, utility tax from our water utility, also property tax penalty, hotel/motel taxes. This area is up \$40,000 mainly because of an increase in the utility tax paid by our water utility. That's a [inaudible] as set by the Public Service Commission that fills in our tax rate compared to -- and multiplies it by the value of the assets in the water utility.

Next category public charges for services is up also \$28,000 to \$975,000. This has our engineering services accounts for most of the increase offset by a minor decrease in the other areas. Other revenue sources are up by \$76,000. This includes municipal court revenue, parking ticket revenue up \$26,000, interest income up \$10,000, assessing contracts up \$16,000, school liaison officer, tower leases are in this category, and also media communications which is up \$13,000. Media communications is advertising in our newsletter and calendar.

This is our revenue sources. Again, this is similar to what you just saw in the graph format. This just gives you it in number format in showing you actual dollars and the total overall increase of \$642,000 in our revenue sources. Comparison of \$12,400,000 in budget last year compared to a little over \$13,000,000 for proposed.

The next area is expense in our operating area. This is comparing our 2012 budget to 2013 proposed in the expense area. We have our different categories that we categorize each of our departments into. Overall the biggest increase is in personnel across all these budgets which includes our wages and benefits for all our employees which is up \$357,000 of that \$642,000. Public safety, which is the first line is police, fire and rescue, public safety communication which is our dispatch, and inspection is up \$250,000 mainly due to personnel wages and benefits. We have negotiated contracts with the fire and rescue and police, and there are wage increases that were negotiated. Public works includes engineering, streets, street lighting, they're up \$69,000 for which \$22,000 increase is due to more salt being purchased or proposed for 2013.

And then general government includes Village Board, municipal court, administration, HR, IT, finance, assessing, Village Hall and our new Clerk's department is up \$74,000 or 2.7 percent which \$51,000 or 3 percent is due to increase in minor equipment in our IT department. We increased our capitalization limit to \$5,000, so more of the stuff that used to be capitalized is now being expensed in our operating budget. And most of our minor equipment is computer related so that makes up a chunk of this increase in administration or general government.

There are small increases in CD and parks. The new programs of \$240,000, there's one large program here, and it's a one-time cost for an HR payroll and finance system training and conversion of \$96,000. Two other bigger new programs are to create a fire and rescue fleet replace fund, and we're looking at \$35,000 being applied for that. But that is only a small dent in

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what is really needed to create a replacement fund for the fire department. And then fully fund the eighth dispatch position which is \$33,000 of that \$240,000. So those are just the three major programs. There's also a smaller list of all more minor new programs that we went over in our initial presentation. Program reduction is, again, the LED electric savings because of the LED lights being installed on Terwall Terrace which is one of our capital projects being recommended. So that's the operating fund.

I'm going to switch now to the actual capital project fund of general government. Here, again, our property tax requirement is increasing. But overall, as I said, because debt service is actually going down and compensating for the increase in property tax in the capital fund as well as the operating fund. Grants, this is our road grant from the State, and the State has reduced that grant to us for this year by \$76,000 or 9 percent increase. Impact fees we're estimating the same amount as we budgeted for last year. And other includes interest income and sales of police vehicles. And also this year the increase is mainly due to a transfer in from the enterprise fund for their share, which is 36 percent, of the HR payroll and finance software. For HR payroll and finance software all these expenditures are one time expenditures in 2014 and will not continue into the future. So total revenue is going up \$166,000 in the capital project fund.

And then capital outlays are up slightly. We're looking at almost \$2 million for expenditures for 2013 up from \$1.8 in 2012. The major projects over \$100,000 that are included in this \$2 million of capital outlay are self-containing breathing apparatus for \$416,000, the police department vehicle fund replacement for \$159,000, road maintenance for \$650,000, and the finance HR payroll software for \$206,000. Those are just the four major projects over \$100,000. And there's a group of projects also that total for the rest of the remaining \$2 million which was presented at our original budget meeting.

So overall we're looking at spending more than we're bringing in. As part of the general fund budget we're recommending in the resolution to transfer \$700,000 from the operating fund to the capital project fund, and also \$115,000 from our fleet internal service fund to capital. This money is being proposed to be transferred in 2012. These are surpluses that were gathered in the general fund mainly due to our firefighters that were budgeted for not starting until April/May and whereas they were budgeted for the full year. So with that transfer our capital project fund is starting out at a little higher number, therefore that's why we're able to spend more than we're bringing in for 2012 proposed.

And our third and final part of our general government operating is our debt service fund. Here's where you can see the savings in tax levy, the \$219,444 is a decrease of 13 percent on the tax levy that's required in the debt service fund. That money was transferred either to capital or to operating to help those two budgets to match their expenditures. On the special assessments there's a slight change of only a little over \$1,000. And interest income, again, a slight change and a decrease of \$500. You can see the principal and interest payments that are required in this fund it's going down \$218,000, so we have a balanced budget here ending the year the same as we would start the year for 2013. This is our historical debt levels just for the general government outstanding debt. You can see it is decreasing over the last eight years at a high of \$13.4 million down to now ending the year in 2013 at \$5.2 million.

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This is all the budgets put together for the general government. You can see operating debt, capital and total. And you can see that we're looking at a tax levy of \$9,191,042 which is identical to what our tax levy was in 2012. And then it summarizes all the revenues which total almost \$7 million and the expenditures of \$16 million for the net change for all these funds together of a decrease of a little over \$400,000 which is due to the capital fund spending the money that's being transferred in in 2012. Down at the bottom you can see the fund balances that we currently have in these funds. Operating has a fund balance of unreserved of a little over \$3 million, and debt has a fund balance of a little less than \$700,000. And then capital unreserved only has a fund balance of \$750,000.

How does this affect the total property tax bill for our residents? We do have all certified levies currently in. The only thing we're waiting for is the school tax credit. You can see how the levies are changing. All these levies are going up except for the State of Wisconsin because our property values are going down for our residential. And so to compensate for that our actual tax rates go up. So here's the different tax rates for all the different communities which are actually the final tax rates based on the certified levies that I got.

This was shown in the first presentation that was given about a month ago, but it just shows our levy and how it has changed, and also how the assessed value has changed over the years from 2006 to 2013. As you can see how that trends against each other and how our actual assessed value for 2013 is down to \$2.49 billion from \$2.64 billion the year before.

But the most important thing I guess is how it affects our median assessed value home in the community. This gives you for the 2012 budget a median home was valued at \$211,900. For 2013 it's valued at \$188,000. It's a decrease of \$23,900 for a median assessed value home in the Village. The Village property tax based on this budget that has been presented last year a median Village property owner would pay \$850. This year they would only pay \$810, a decrease of \$40. The total property tax bill before school tax credit is actually going down overall \$204. So all of our property or the majority of our residential property owners will see a decrease around the \$204 depending on what their value is, but the median decrease will be \$204 overall. That total property tax bill includes the Village portion in there, too.

I don't know if you want to stop and ask any questions on this section. I have a couple minor things in terms of Tax Incremental District and special revenue funds. Then that would complete the general government and special funds section. Want me to just continue?

John Steinbrink:

Are there any questions? None. Thank you.

Kathy Goessl:

Okay, this is the Tax Increment District #2 which is our largest district. It's actually the combination of both the debt service and the capital funds into one presentation. We actually give the budget as well as my estimate for this year and then what we're proposing for 2013. We

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did make an amendment to TID District #2 which is amendment number 4, which is what 2013 proposed is mainly based on is the actual amendment that we did a couple months ago.

We're looking at the actual property tax increment is determined by the State of Wisconsin based on a formula of equalized value with and without TID. So the formula calculates out what the increase will be, and the increase for TID #2 this year is going to be an increase of \$925,000. And that's not up to us to determine what that increase is. It's based on the formula given to us by the State. Other revenue is actually based on last year's budget is going down. Other revenue includes interest income and special assessment revenue. It's not a big decrease but it is a slight decrease in that area.

Capital improvements are going up. The 2012 budget we had budgeted \$2.2 million in capital improvements. We're actually only estimating almost \$700,000 to spend this year. But we're looking at a little over \$8 million of actual projects for next year. Debt payments actually went -- they didn't really go up, but what happened here is that we refinanced. That new proceeds of \$2.8 million are a refinance of debt within the district to save money. So when you net those two out for 2012 it's pretty close to being the budget that we had of that \$10 million. But we're looking for next year to actually borrow -- we're going to pay debt of \$8.2 million, but we're going to borrow \$6.8 to help fund that \$8 million of capital improvements that we have. We currently have a little less than \$2 million left in bond proceeds from our last borrowing. And then with the \$6 million we'll be able to accomplish the capital improvement plan of \$8 million. So you can see there the ending balance that we're projecting of a little over \$1.4 million if everything is spent as requested or proposed.

Our other Tax Incremental District is District #4 which is a very small district that's down on Springbrook and 22<sup>nd</sup> where they cleared the land off. Basically there's no value being built there or very little value being built. So basically last year was a little over \$1,000 increment, and this year it's a little over \$2,000 increment for an increase of a little over \$1,000 which is actually paid to the actual owners of the property to reimburse them for the expenses that they have incurred three, four, five years ago, whenever they cleaned it up.

And the next group of funds is called special revenue funds. And we have three special revenue funds currently. They are fire and rescue, our police fund and our federally forfeited. The main revenue sources are donations for these funds except for federally forfeited which is equitable sharing of federal funds. Expenses here are minor equipment and also for the police fund helps to support our dog, the police dog. So you can see there's very minor activity going on in these funds. As I already mentioned revenue is a little over \$17,000, mainly donations, expenses being \$34,000.

The biggest part of this is during our initial budgets for the general government we are looking at a capital project for thermal heat devices, and we were saying we would fund that if the special revenue fund fire and rescue would give \$15,000 towards that, so that's been built into their budget. That still has to be approved by the actual association before that money is transferred over. But if that money's not transferred then the capital cannot be purchased on our end. You can see the fund balances; they're very small, \$35,000 ending of year if they buy thermal imaging equipment at \$18,000.

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John Steinbrink:

Kathy, if you go back to federally forfeited what happened there?

Kathy Goessl:

What, the negative?

John Steinbrink:

Yeah.

Kathy Goessl:

There are miscellaneous expenses that are in there. I'm not exactly sure what they are, but there's hardly any money that comes in there which is only interest income.

John Steinbrink:

So it costs us more with the feds than what we get?

Kathy Goessl:

No, basically we haven't gotten any money recently from the feds. So the \$20 is the interest on that \$3,000 down there. And then the expenses are miscellaneous expenses that the police department decides to spend out of this fund.

John Steinbrink:

Okay.

Kathy Goessl:

Four or five or six years ago we had some big money in there, and we've spent it all up, and then now we haven't gotten anything happening with the feds so there's no revenue coming in.

Mike Pollocoff:

There's no money coming from them.

John Steinbrink:

That's what I'm getting at, yeah, nor the State.

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Kathy Goessl:

So that's the first portion of my presentation on general government and the miscellaneous funds that we have. If you have any questions on that section? There's also a section with all the three other enterprise funds that we're going to go over tonight. Shall we go ahead with the utility funds?

John Steinbrink:

Sure.

Kathy Goessl:

Our first utility fund is the Solid Waste Utility. And there's one major new program that we have here, it's called hazardous waste collection. And they're recommending collecting monthly by the Village April through December. What brought this up is that the grant was lost. There was twice a year that hazardous waste collection was provided through the County. One was out at the Bristol Highway 45 and 50, and the other one was at our location. Well, they lost funding, and they were only able to have the hazardous waste at the 45 and Highway 50.

So to provide our residents the opportunity to drop off their hazardous waste within our area and to be able to do it more often this is a new program that's being recommended to actually have the Village do it by themselves or do it in-house, and to offer it once a month April through December which is nine times a year instead of the two times as it was before with one being way out in the County and one just being at our location.

To be able to do that it would cost us \$27,500 a year, and that's basically us paying the hazardous waste company to come pick up the items once we collect them, and it's based on what type of items we picked up them. There's a cost per type thing. We also would need to train ten Village staff to collect this hazardous waste in-house, and that would cost \$6,500. I'm not sure if that's just a one time annual training fee, and then after that I don't know if they have to be -- John, do they have to be re-certified every year?

John Steinbrink, Jr.:

No, it's just a one-time fee for training.

Kathy Goessl:

Okay. And then we're recommending to be able to offer this hazardous waste collection on a monthly basis for nine months to increase the monthly fee for each household 50 cents per month for a total revenue of \$43,000, which is a little bit more than what the actual end cost is, but we actually have to build a building which is in our capital section to be able to house this hazardous waste as we collect it. So this is what's being recommended as a new program.

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Not recommended was how much would it cost to contract this hazardous waste out, and what was quoted was three times per year they would come here, and it would cost us \$36,000 which is more ongoing for less times per year for them to collect. So we figured the best thing is do it more often at a lesser cost to offer more of a service to our residents.

So this is our operating budget for the Solid Waste Utility. The operating revenue is not changing much. We are recommending an increase, but that increase is not built into the base budget. Operating expense I'm going to touch on just the major categories here. There's not much increase here, and lot of these different categories through depreciation doesn't change much at all. Office expense doesn't change much, or compost site expenses don't change much. Administrative expense is mainly salaries and benefits. More is being allocated to solid waste based on the people we have and the operating wages that are being allocated to this fund.

Leaf collection is pretty much staying the same. Recycling is up, and the major reason for this is that recycling containers are no longer capital as I mentioned in the general government presentation. Anything under \$5,000 is now minor equipment and, therefore, is posted to operating. So we budgeted \$7,500 for recycling containers which was initially a prior capital expense instead of being an operating expense. Also, wages are up and also fleet internal service charges are up based on the wages being up in this category.

Garbage that's up because tipping fees are higher. We're looking at a \$15,000 increase in tipping fees. We will continue to encourage recycling in 2013. We are budgeting \$265,000 in tipping fees for 2013. Also, again, garbage containers are no longer capital just like recycling containers because they're under \$5,000. So now we have also built in \$7,500 in this category also for new and replacement garbage containers. Wages and benefits are only up slightly in this category.

The new program request is, as I mentioned a couple slides back, offering in-house for nine months for us to collect hazardous, and this actual rate increase is built into this. So based on the new program we're looking at \$9,000 to help us build this shed to help house this hazardous waste for this year.

These are non-operating expenses of this fund. The non-operating, first of all, is a grant. This is mainly our recycling grant for \$46,000, but we're also anticipating we might receive a \$10,000 hazardous waste collection grant. Interest income is basically the same, and premium amortization also the same. Non-operating expenses are interest expense which is going down. Our debt is decreasing in this utility, and this utility will make its final debt payment in 2014. Amortization is the same. So overall we're looking at a net gain in this utility of \$61,000. A decrease from last year but still a gain in this utility. What's most important is our cash balance. And you can see here we're looking at a proposal or we're looking at the end of the year a little bit around \$267,000. We're going to have a decrease in cash in this utility mainly because of capital which is on the next slide, decrease here for an ending cash balance of a little less than \$206,000.

This is the capital that we're looking at. This utility didn't have any capital this past year. So we're looking at these capital items. First of all is fire protection for the sanitary garage. Basically this is a two phase project. The first phase is to actually bring water to the garage

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which is proposed for 2013. And the second phase is actually installing the fire protection in the garage in 2014. Hazardous waste collection building, that's the building to house the hazardous waste that we'll be collecting monthly for nine months in-house by the Village, and that's \$20,000 to build the building.

And then we actually moved a house or a building from another location that we had acquired, and that became our e-recycling building. We put it back up on site at the compost site, but that building needs a concrete floor to make it more stable. So we're looking at proposing \$10,000 to put that concrete underneath the building. And then the finance, HR and payroll software, you'll see this throughout the budget, is benefitting all the enterprise funds, and so this is the actual allocation of their 36 percent to the actual Solid Waste Utility for a total of \$88,000 in capital purchases for the utility.

The second enterprise fund I'd like to present tonight is the Clean Water Utility. This is an overview, again, similar to most of the other slides I've presented comparing the 2012 budget to 2013 proposed with a dollar change and a percent change. We're looking at a slight increase. There is no rate increase, but this is due to growth and change for the increased percentage of \$3,500 or less than .3 percent. Operating expense-wise I'll just touch on the major areas here, but we're looking at an overall increase of \$43,000, the majority of it being depreciation. With more assets that have been acquired over the year we actually budgeted for the depreciation that actually occurred in 2011. 2012 we haven't added hardly any Clean Water Utility infrastructure. So we're looking there at \$29,000 which is a non cash expense.

Personnel is up 2.2 percent. Contractual services the biggest expense here being engineering fees, consultants and facility lease totaling \$62,000 or 84 percent of the budget. That's not increasing much at all at 1.9 percent. Supplies and maintenance the biggest expense here is the cost of gravel and crushed stone which is budgeted at \$15,000, an increase of \$3,000. Insurance not much of a change. And non-personnel transfer is up \$2,000. This is actually, again, an allocation of conversion and training costs for the payroll, HR and finance software, training and conversion. So, as I said, you'll see that throughout the budget, but it's only a one-time expense and will not occur again in the future years.

So here we're looking at a loss of \$158,000, a little bit more of a loss than we had the year before. But non-operating wise we're looking at some interest income on this utility down slightly. The grants have really changed because this year we did get the South Kenosha Grant for \$349,893. But Chateau Eau Plaines storm grant we were expecting at \$720,000 did not materialize. For 2013 we're looking at a continuation of South Kenosha of about \$100,000 to finish off that project.

Cash flow wise this utility is starting to build some cash which is a good thing because we currently have infrastructure valued at \$22 million, that we need to start saving to replace in the future so we don't need to borrow when the infrastructure needs replacing. So we're looking at an increase in the cash balance in 2013 proposed of a little over \$341,000 to end the year hopefully at a little less than \$2.4 million.



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And here is the capital plan for the Clean Water Utility. There wasn't much capital expense this year, and there's more here this year but not that much compared to some past years. On the first one is Chateau Eau Plaines storm for \$225,000. This reconstruction of the drainage swale between 115<sup>th</sup> and 112<sup>th</sup> Avenue. Then we have south Kenosha ditching which is installing culverts and ditches to newly constructed storm sewers. 29<sup>th</sup> Avenue storm sewer \$40,000. It's a planning design improvements to 29<sup>th</sup> Avenue north of Springbrook for \$40,000. And 89<sup>th</sup> Street floodplain boundary adjustment of \$65,000, floodplain boundary adjustment between the west end of 89<sup>th</sup> Street and Ingram Park. And, again, we have the capital allocation to the Clean Water Utility for the finance, HR and payroll software conversion.

The final budget that I'm presenting tonight and asking for approval is the fleet internal service fund. The fleet internal service fund takes care of utility vehicles and public works vehicles. And as part of the new program requests we're looking at adding additional vehicles to this fleet internal service fund budget. We're looking at moving all of the assessing vehicles, engineering, inspection, IT and RecPlex vehicles to the fleet internal service fund. To actually maintain these vehicles and pay for the fuel we're looking at \$53,000 additional expenses being budgeted to accommodate maintenance and fuel and insurance for these vehicles.

Also, we're recommending hiring a part-time mechanic partly to help maintain these vehicles but also to help maintain the public works and utility vehicles. We have a lot of hours being spent by actual public works and utility personnel helping to maintain vehicles instead of doing public works and utility-type work. Total recommended new programs is \$77,000.

This is the actual, again, summary comparing the operating budget to the proposed 2013. And we're looking at an increase of revenue of \$118,000. That increase in revenue is being generated by adding the additional departments to the fleet. This is more than the cost that I previously showed for actual maintenance and operation of the vehicles. The additional money is used to put aside to actually replace these vehicles. So in the future none of the general government departments that were mentioned, assessing, IT, etc. will have to replace their vehicles. They would get the vehicles replaced through this fund and only have to pay the rate per mile which is currently set at 74 cents per mile for the majority of the vehicles that are transferring to this fund. That will cover all the operations as well as replacement of the vehicles for all the departments. And the departments should be able to share vehicles more and maybe eliminate one or two vehicles that are currently in the fleet.

Personnel not much change in that area. Contractual services down \$13,000. In 2012 three snowplows were painted, and that was a new program request. For 2013 we have reduced that down to one snowplow being painted in 2013. That's why there's a reduction in this area. Supplies and maintenance an increase of \$11,000. It is mainly an increase in minor equipment of \$4,000, fuel up by \$1,000 and vehicle maintenance and supplies up \$2,000. Insurance up some. This is all to do with vehicles insurance. And then depreciation is budgeted at 2011 actuals. And then fleet internal service is basically the same. That's the fleet using their own vehicles to go out and maybe maintain a vehicle that's broken down or to pick up parts and that type of thing.

The new programs, as I mentioned before, is a part-time mechanic for \$23,549 and to add other departments to the fleet internal service fund, the general government and RecPlex vehicles for

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\$53,500 to maintain and to operate those vehicles. The non-operating section of this budget is interest income with a slight change, gain or loss on sale. This is going up compared to 2012. This depends on what kind of equipment of vehicles that are being sold or traded each year. During 2012 we sold and traded less than we anticipate for 2013.

For the grant we're looking at a grant -- one of the vehicles that is being transferred into the fleet internal service fund is our TR bus. We're looking at acquiring an additional bus [inaudible] that bus. And there's a grant that we applied for \$104,000 to do that. Transfer in is the actual vehicles coming in from RecPlex including their vans and also their TR bus coming into this fund. This is the value at this time. Capital contribution is the general government vehicles being contributed to the fleet. This is a value of all the assessing, IT, engineering, inspection vehicles being transferred into the fund. So we're looking at a gain in this fund of a little over half a million dollars for this year.

This is our proposed cash balance increasing \$300,000 to a little over \$1 million in cash being accumulated in this fund. And this is to replace vehicles in all the departments I mentioned before. The only ones that are not in this fund is the fire and rescue vehicles and the police vehicles. All the other vehicles in the Village are in the fleet internal service fund being maintained, replaced. Any expense to do with them is being charged here. Then utilities and public works are being charged out by the hour. So if an employee takes a vehicle out or a piece of equipment out it has an hourly rate to it, and it gets charged out to that utility or the highway department at that rate. All of the vehicles that are currently being transferred in from RecPlex and the other general governments will be a rate per mile. As I said it was 74 cents per mile for the vehicles and a dollar and something for the actual TR bus that's being charged out. This will help those departments, especially RecPlex, make sure that they're covering the cost of these vehicles as they're being used in different programs. And if they don't cover the cost that they know that that's the case and they can better manage those vehicles. I'll let John go over this list. This is a list of a little less than \$600,000 of vehicles and equipment that they're asking for in the fleet internal service fund.

John Steinbrink, Jr.:

In years past we've had a lot of pictures showing our vehicles that we're replacing, and we've spared you guys that this year. I can guarantee you that by the time they leave public works they're worn out. The first one we have is a used single axle dump with a contractor body that's basically a two ton truck. It's not as heavy as a tandem axle, but it's still heavier than the one ton or pickup trucks. A lot of our attachments are much heavier so it's better suited for that.

Second one is replacement of a tandem axle dump truck for snow plowing use at \$170,000. We have a pickup truck that's a special use. That's the truck we're going to use for our mechanic to go out and service some of these vehicles out on the road. So it's going to have crane, hoist, air, torch, whatever that you need to really service vehicles out on the road. Two pickup trucks, a boom truck with a chipper body. Right now anything that's really taller than 30 feet as far as chopping off trees we have to contract with. And there's more and more of a need for that within the Village. So we're looking at a boom truck with extension of probably 55 feet with the chipper body in the back. Very similar to those Asplundh vehicles that you see running around.

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A used garbage truck for \$110,000 that replaces our existing 1996 rear loader garbage truck. And keep in mind everything besides the tandem axle dump truck is a used vehicle that we're looking at purchasing. A used forklift just to use around the e-recycling building. Everything is going to be within the building up on pallets up on shelves. Three mowers, two wide area mowers that you may see driving around the Village with the wings. One zero turn mower. A trailer for hauling our compost site and a pump for a total of just under \$600,000.

Kathy Goessl:

So other departments that we're looking at purchasing equipment for that just transferred into this fund, we're looking at an administrative vehicle for \$17,000. And we're looking at the addition of another TR bus for \$130,000, which \$104,000 would be funded by a grant, and the rest would be funded by the fleet internal service fund.

So that finalizes my presentation of the three enterprise fund budgets as well as the general government and miscellaneous fund budgets. As you can see we're not recommending any levy increase for the general government area. And the only increase we're recommending is 50 cents per resident per month to be able to offer in-house hazardous waste for nine months per year.

Mike Pollocoff:

That closes the budget presentation or hearing I should say. If there's any comments.

John Steinbrink:

So we're going to open it up to citizens' comments. Anybody wishing to speak on the budget. Hearing none I'll close citizens' comments and move onto Item 2) closing of the budget hearing.

Michael Serpe:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any discussion?

**SERPE MOVED TO APPROVE THE 2013 GENERAL FUND, CLEAN WATER UTILITY, FLEET INTERNAL SERVICE FUND AND SOLID WASTE UTILITY BUDGETS AS PRESENTED; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

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John Steinbrink:

Item 3) Board of Trustee comments. Mike?

Michael Serpe:

Kathy, great presentation. Since 2008 we laid off employees, eliminated positions, we froze wages. And what didn't change is the level of services that we're providing the residents. And now for a few bucks more a year we're adding another service that is, as far as I'm concerned, definitely needed. And I hand it to John for coming up with that. Just like he mows the medians when the State eliminated funding to the County to do it we picked up the tab and it looks nice. And lately it appears that industrial and commercial developments have their sights on Pleasant Prairie. Things are looking good. Our housing market is increasing. The once vacant subdivisions that were approved years ago are now starting to build. So things are looking great. I like what I see in our reserve accounts. I like what I see in this whole budget, and I certainly like to see what our employees are giving the residents of this Village which is outstanding service at a very low rate.

Steve Kumorkiewicz:

There's not too much left to say after Mike spoke. I forget what happened when we got the [inaudible] services of the Village were prepared to [inaudible] to the community not long ago, three or four weeks ago. That demonstrates the capacity of the people that we got to take care of any emergency including right here. The budget is done [inaudible] I think that we can be very proud of where we are, I'm sure all of us. Good job to everybody on staff and Mike for the community.

John Steinbrink:

I just want to say it's a great job by the staff and especially Kathy and Mike and everybody that participated in putting this budget together. I think it's kind of ironic the State imposes its will upon local communities and school districts but not upon itself. Actually this year the State took in more dollars from taxpayers than ever in history, a big increase. They grew the size of State government, especially the department of administration. Increasing that size the department actually duplicates a lot of other departments in the State government. While on the local level we're busy downsizing everything we can do to save dollars mainly because we don't get those dollars from Madison. We send them to Madison but we don't get them back.

It's also ironic that this State budget was balanced on the backs of taxpayers and municipal employees. The State keeps telling people they're cutting their taxes. Well, they didn't. Municipal employees that do the work for us, protect our families, educate our children, provide the services we depend on, we entrust them with our property, our lives. The State seems to feel or some of the lawmakers in Madison seem to feel if you can hire somebody for \$7 to protect you go for it. When I call a rescue squad or I have a police officer come to my house, I want the best qualified, the best trained person I can get. And you're not going to get those for the money that they want to get out of people.

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There were no tax decreases at the State level. They boast of a balanced budget. If you want to call not paying your bills balancing your budget and borrowing money into the future I guess we could all balance our budgets pretty easily then. And at the same time we have replaced good people in Madison with political cronies, and now the State can't even account for millions of dollars in a department that was put under the guidance of the Governor and taken away from the watchful eyes of legislators. And we're embroiled in endless lawsuits. We've seen those for the last two years, and we're going to keep paying the lawyers to challenge and to defend the unconstitutional things that took place. A lot of things that hurt the people that work for us and pass that burden onto the taxpayers.

So I commend the Village for doing the job under a lot of difficult circumstances I'll call them. We saw the cuts in the transportation aid or road aids, the different things we have to do to provide the quality that people come to look for and deserve, the quality that the companies locating here expect of us. And Mike mentioned mowing the roadsides. You know they can't find the money to mow the roadsides, but we do it. We don't get paid for it, but we find the dollars to do it. Why? Because we take pride in our community, and we want to make sure that everybody takes pride in our community.

So it's kind of ironic that the State imposes this will upon us but not upon themselves. Yet we can do a better job even without the State's overbearing guidance and provide the services people expect. Make sure your garbage is picked up, to make sure your leaves are cleaned up, your property is protected, your snow is plowed, your streets are cleaned, your sewers work. All the little things that people come to expect, but yet we don't get the dollars back to do those things from the State. So, once again, thank you to our employees for a great job and making our community great. Because without them I think people would be in a pretty big -- they'd be pretty upset if they had to depend on the State of Wisconsin to take care of their needs, because the State doesn't seem to care about our needs down here. So, once again, thank you and a great job on a budget.

Monica Yuhas:

Mr. President, I would just like to state this is my sixth budget since I've been on the Board, and every year there's more and more challenges placed upon us, upon staff. And Mike and Kathy get very creative in how we're going to provide those essential services and still incorporate new things as well. And every department is thinking forward which is why we continue to do what we do. And we hear this at the conference every year. Pleasant Prairie is doing this, how are they able to continue to do this? And it's because of staff, department heads, administration, Village leadership. We continue to move forward. So thank you to each and every one of you on another successful year on the budget.

Michael Serpe:

John, I'd move approval of Resolution 12-39.

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Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica for adoption of Resolution 12-39. Any further discussion?

**SERPE MOVED TO ADOPT RESOLUTION #12-39 RELATING TO ADOPTION OF 2013 BUDGET AND PROPERTY TAX LEVY INCLUDING CAPITAL, DEBT SERVICE AND OTHER FUNDS OF THE VILLAGE BUDGET; SECONDED BY YUHAS; MOTION CARRIED 4-0.**

Monica Yuhas:

Motion to approve Resolution 12-41.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve for adoption of Resolution 12-41. Any further discussion on this item?

**YUHAS MOVED TO ADOPT RESOLUTION #12-41 RELATING TO THE ADOPTION OF THE 2013 CLEAN WATER UTILITY BUDGET; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

Michael Serpe:

Move approval of Resolution 12-42.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica for adoption of Resolution 12-42. Any further discussion upon this resolution?

**SERPE MOVED TO ADOPT RESOLUTION #12-42 RELATING TO THE ADOPTION OF THE 2013 FLEET INTERNAL SERVICE FUND BUDGET; SECONDED BY YUHAS; MOTION CARRIED 4-0.**

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Monica Yuhas:

Motion to approve Resolution 12-43.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve for adoption of Resolution 12-43. Any further discussion upon this resolution?

**YUHAS MOVED TO ADOPT RESOLUTION #12-43 RELATING TO THE ADOPTION OF THE 2013 SOLID WASTE UTILITY BUDGET; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

## **6. CITIZEN COMMENTS**

Jane Romanowski:

Dick Ginkowski.

Dick Ginkowski:

Dick Ginkowski, 7022 51<sup>st</sup> Avenue. I'm no stranger to the Village Hall or this podium, but tonight I'm privileged to at least publically announce that I seek to become the next Municipal Judge for the Village. As you know for more than 30 years I've been a State prosecutor handling cases from speeding tickets to homicides, includes the State's first [inaudible] case which happened here in Pleasant Prairie. I've trained prosecutors, law enforcement officers and attorneys Statewide, and as an officer of the American Bar Association nationwide. I helped write laws to protect abused children and vulnerable adults, as well as the national standards for children who must testify in court.

I've worked with this Board to preserve and enhance our efficient, professional and cost effective police department, stop the spread of predatory lenders in the Village, and to ensure a healthy environment for employees and patrons in Village establishments. I look forward in continuing to work with you. That's an important phrase, work with you. The court is autonomous but it should not be anonymous. Our municipal court is often unknown to law abiding people, but it serves an important purpose to fairly, impartially and efficiently adjudicate Village ordinance violations.

If elected, I plan to retire from my present position and with your help devote my time and experience to making our court the most accessible, transparent, efficient and innovative in the State. I promise you that as your judge you'll see and hear from me together as we work to keep

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the prairie pleasant. And together we'll work to reduce police overtime, promote public safety, make our court more convenient and to use my experience as drug court prosecutor to develop programs for underage alcohol and drug offenders.

Seventeen years ago my wife and I chose to make the Village our home. My wife who is at parent teacher conferences tonight, Judy teaches at Whittier. My daughter, Galena, worked for five years as a store supervisor out at Prime nor Premium Outlets. I'm a member of St. Anne's where I'm a reader and member of the finance ministry. And we are invested in this community. Being your municipal judge if the voters so deem fit would be a main line not a sideline.

Finally, let me share this. Over the years I've often heard judges make reference to my court. But really it isn't. The courts belong to the people, and the judge is honored to have been chosen by the people to preside over it. That's my philosophy. I hope you agree. Thank you.

John Steinbrink:

Thank you. Anyone else wishing to speak under citizens' comments?

Jane Romanowski:

Tony Hedley.

Tony Hedley:

Good evening, folks. My name is Tony Hedley. I live at 3864 93<sup>rd</sup> Street here in the Village of Pleasant Prairie. First time I've ever been here. I've been a long resident in this Village along with the County of Kenosha. I come to you tonight with a concern, and I'm glad that tonight was the night that I picked to do this. Even though I don't have notes I'm going to kind of wing this. I happened to be next door earlier this afternoon making a payment on my utility bill. And the young lady reminded me that tonight was a meeting. So I found it important to come.

And I find it ironic it's my firm belief that everything happens for a reason with some of the topics that we had earlier this evening. One of the ones that was brought up was the Police Chief's need for public safety, his responsibility for the well being of the citizens of this town. Does that rest solely on the Police Chief? As a fellow law enforcement officer in the State of Illinois I would say no it does not. It relies on all of us, every single one of us as members of this town.

I bring to you guys a concern that I think needs to be addressed, and I'm very glad that the Police and Fire Chief and Mr. Steinbrink are here tonight. Throughout my time of living in Pleasant Prairie I've resided where I'm at now on the corner of 39<sup>th</sup> and 93<sup>rd</sup> Street not very far up the road from here. We have a serious issue there and it involves public safety. Every day of my life that I've resided at that residence I can count at least one a day that somebody blows that stop sign at that four way intersection. I've addressed this concern to some of the different police officers that I've had the opportunity to befriend over the years. And to no disrespect to any of the law enforcement officers in our area, I've heard comments responded back to me such as I'll pass it



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onto the officer that works this area. I'm just covering this area, this isn't my usual assignment shift. Or, I will pass it onto my superiors, or we'll pass it onto the people that are important and the people that can make those decisions.

I've also heard answer such as that's a difficult intersection to deal with because the Village owns 93<sup>rd</sup> and the County of Kenosha owns 39<sup>th</sup>. That's not an acceptable answer to me, folks, and I sure don't think that's an acceptable answer to you as well. Something needs to be done about that intersection. We've made large improvements with the intersection just south of us here with the roundabouts that were constructed to help with the flow of traffic. But unfortunately we still have a large massive amount of flow that occurs throughout the areas of Illinois coming into the areas of Kenosha for the people that work over the border such as myself. I use that thorough way every day of my life going to and from work. So do many other people that live in the area. I'm not saying that one created the [inaudible]. But what I'm saying is as we look forward in developing the area and the population and the inflow of traffic that we have in this area we need to take into consideration what effects occur.

Now, being the fact that I don't like to be one to just complain and not come up with some suggestions, I turn my ideas and suggestions over to you folks to make the decisions as you best see fit budgetarily and what not to address those issues. But the few issues that I have seen in the time that I've been there are this. The lighting at the intersection is beyond poor. It's not even close to substandard. The illumination of the signs as in the construction of the signs themselves doesn't even meet that of what I believe is even of the State standards today. As you go north on 39<sup>th</sup> Avenue you will see a sign as you approach the intersection that says stop ahead. You can barely see it. It's not one of those newer signs that has that bright fluorescence in it.

As you come to the intersection it widens for about a half of a car length before you come to the stop sign. Again, no light on that corner. That southeast corner has no light. There's a cornfield there. People blow that again, like I've said, several times. In the time that I've resided there I've had one car in my ditch. As I live on the northeast corner of that intersection I should clarify, I'm sorry. I live on the northeast corner of that intersection. I've had one car in my ditch. I've had one car take out a telephone pole just north of my property. And I've had two, count it, two accidents that I've been witnessed to that I actually had to file police reports as a witness to the accidents of. I can only imagine the amount of accidents and incidences that have occurred outside of my presence.

Just last even as I was closing up my garage and locking up my house for the evening I heard the screeching and the sound of locking up brakes, and I was waiting to hear that infamous crash sound that luckily did not come. I have five small children, the oldest being the age of 15, the youngest being 8 year old twins who love to play in the yard. And I hate to see the day that somebody comes through that intersection and ends up in my yard on top of one if not all of my children. It wouldn't be fair for me to point fingers at anybody or blame anybody for that if I didn't do anything like I'm doing here today.

I have a few suggestions. One, get together with the people from the County and figure out who's responsible for it. Split the bill, I don't care, but something has to be done. It could be a four way flashing red light that hangs at that intersection. If it be the installation of one of these

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new fancy lights that you folks are talking about in other areas of the Village with the LED lighting. Or, one of those real fancy solar powered flashing strobe stop signs like you folks have over by the RecPlex I think would suffice. But something has to be done in an attempt to create better traffic flow at that intersection for the safety and well being of the people of Pleasant Prairie. I turn that over to your guidance and experience and expertise to make that decision. But please address that and please move forward for the safety of the people in this town. Thank you.

John Steinbrink:

Thank you.

Jane Romanowski:

There were no other signups, Mr. President.

John Steinbrink:

Anyone else wishing to speak under citizens' comments. Hearing none I'll close citizens --

Michael Serpe:

John, before you close it. Thank you for that presentation. Very well done, and I think you got somebody's attention. Thank you.

John Steinbrink:

I'll close citizens' comments.

## **7. ADMINISTRATOR'S REPORT**

Mike Pollocoff:

No, we have enough tonight.

## **8. NEW BUSINESS**

- A. Receive Plan Commission recommendation and consider the Settlement Agreement between the Village of Pleasant Prairie and VIDHYA Corp, VIII, Inc. for the BP Amoco located at 10477 120th Avenue related to the remedial activities and conditions to correct the illicit discharges at the property.**

Jean Werbie-Harris:

Mr. President, I'd ask that all three items be taken up at this time from the Village Board, Items A, B and C.

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John Steinbrink:

Okay.

- B. Receive Plan Commission recommendation and consider Ordinance #12-40 to amend the BP-Amoco Planned Unit Development Ord. No. 01-32 to reflect the proposed new site conditions and business operations of the BP Amoco gasoline station and AM/PM convenience store located at 10477 120th Avenue.**
- C. Receive Plan Commission recommendation and consider a Digital Security Imaging System Agreement and associated Access Easement for the BP Amoco gasoline station and AM/PM convenience store located at 10477 120th Avenue.**

Jean Werbie-Harris:

Item A is a Plan Commission recommendation regarding the settlement agreement between the Village of Pleasant Prairie and Vidhya Corp for the BP Amoco located at 10477 120<sup>th</sup> Avenue. And this is related to remedial activities and conditions to correct the illicit discharges at the property. Item B is the Plan Commission recommendation and consideration of Ordinance 12-40 to amend the BP Amoco Planned Unit Development Ordinance 01-32 to reflect the proposed new site conditions and business operations at the BP Amoco station and the AM/PM convenience store located at 10477 120<sup>th</sup> Avenue. And Item C is the Plan Commission recommendation regarding the consideration of the digital security imaging system and the associated access easement for that same BP Amoco gasoline station and AM/PM convenience store located at 10477 120<sup>th</sup> Avenue.

Mr. President and members of the Board, these three items plus an additional item were on the Village Plan Commission agenda this evening. At that time we spoke and discussed this matter for approximately an hour where we talked about all the details related to the settlement agreement, the conditional use request, the PUD and the digital security imaging system. We had some good dialog, there was good discussion and questions by the Plan Commission. At this point I am not going to be going into all of those details again with you at this meeting. I would ask that you refer, since all of you were present, to the discussion and the public hearings that were held before the Village Plan Commission.

Again, suffice to say we have been negotiating and working on a settlement agreement with the Village, the Village attorneys and staff and the petitioner and their staff and attorneys for a number of months now. I believe that we have reached a successful conclusion with respect to this settlement agreement. We had one minor modification to Exhibit E. We made that reference at the Plan Commission meeting. The Plan Commission approved the conditional use permit on a temporary basis basically until April 22, 2013. And there were a number of conditions set forth in that conditional use. The PUD was recommended for approval.

One item that I brought to the Plan Commission's attention is that the Plan Commission did not recommend approval of a 24-hour business as once was provided at this location. Since they hadn't been operating as a 24-hour business, we had recommended that their business follow

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standard operating hours which is 5 in the morning until midnight with specific conditions addressed for the first two hours in the morning and the last two hours at night if they choose those particular hours.

We discussed the DSIS system and the details that are required. We provided a copy of the DSIS agreement and the access easement documents to the BP Amoco attorneys. And we made some minor modifications, corrections, typos and things were also provided with them. We will be sitting down with the Village's police and IT departments and their attorneys to make sure that they understand what's required. They will need to add some additional cameras and follow those rules and regulations for outside the facility. They do have cameras inside the facility, but they do need a direct live feed to the Pleasant Prairie Police Department. So there are some things we do need to work out.

There's a detailed listing or schedule of their remedial action plan items that need to be completed by certain dates. There is liquidated damages set forth with respect to what's required if they don't meet those dates. Again, the Plan Commission only approved the conditional use permit for the property until April 22<sup>nd</sup> with an understanding that there will be inspections done by engineering, inspection and zoning with respect to how they are operating their business.

Just a couple exhibits on the screen. The settlement agreement addressed things like the frac tank and where the carbon filter system is going to be located in the building; where work was being done with respect to the treatment system, replacement of manhole; we talked about the carbon filtration system and the size and location and the cross-section. Again, all of these details were as part of the exhibits and part of the attachments that you have before you.

Again, the site plan addressed that they're actually squaring off this building's rectangle and shape specifically, and that's where the carbon system will be located. Currently there's two frac tanks out there. Eventually those frac tanks will be removed from the property when this system is up and operating. Again, the ultimate date is May 1, 2013 where everything needs to be completed so as to avoid any type of liquidated damages. What we did do is we actually put together a very detailed schedule so there are dates along the way that they needed to have milestone dates improvements and corrections needed to be addressed by BP.

And then this last slide just shows the monitoring well locations. Again, everything is clearly spelled out in all the documents that were presented at the Plan Commission. The staff recommends approval of Items A, B and C under new business. Again, the first is the settlement agreement, the second is Ordinance 12-40, and finally the digital security imaging system agreement as well as the access easement. If you have any questions either myself or Mike Spence would be happy to answer them for you.

Steve Kumorkiewicz:

We have to take each issue separate, right?

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Jean Werbie-Harris:

Yes.

Steve Kumorkiewicz:

We all attended the Planning Commission so I'm going to make a motion to accept the settlement agreement between the Village and Vidhya Corporation with the conditions that were in the Planning Commission.

Michael Serpe:

I'll second that.

John Steinbrink:

Motion by Steve, second by Mike. Any further discussion? So these agreements all with Vidhya Corp VIII basically because BP Amoco is just by name only?

Jean Werbie-Harris:

That's the store location specifically and the name location. But it's not the official owner of the property.

John Steinbrink:

But BP Amoco has no liability here I guess because they pretty much washed their hands of everything including the former pollution?

Jean Werbie-Harris:

I guess I can't respond to that other than to say that there was a closed DNR situation here with respect to the previous contaminations. There is ongoing issues with respect to illicit discharges, and BP Amoco was identified as a responsible party. For that reason they are taking all of these actions that we discussed at the Plan Commission meeting and is going to continue to work with the Village in order to correct the problems at the site.

John Steinbrink:

Further discussion?

Michael Serpe:

I have just one statement. We have the letter from Ed Rich from Culver's. And Mr. McTernan answered what he feels is the correct or proper answer, and I don't know if that's right or wrong,

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and I don't know if Ed Rich is going to be satisfied with the response that Mike gave in the Plan Commission. Do you have any comments on that, Mike?

Mike Pollocoff:

I think that Mr. Rich is saying he feels there's contamination there. Attorney McTernan said he bought it knowing there's contamination. I think that to the extent that there is any contamination there we don't have the ability to go on site and do that monitoring. That would be something I think that Mr. Rich to protect his interest would do that. If that contamination is -- he knew it was there, but on the other hand the site was capped as well. So whether or not it's been successfully capped or sealed that's the question.

The issue that really was driving through the Village and is our main concern is, one, is that the contamination that was flowing at a fairly good clip coming off of the BP site. We went I think three months without being able to get any response to get this thing resolved is that the contamination was running down a waterway. And that waterway finds its way ultimately to the Des Plaines River with all sorts of places that could have contamination along the way. The Village's clean water ordinance really directs us to make sure there's no contamination of it. So from the Village's standpoint that's where I think our work entails. I mean it's not to minimize any contamination that Mr. Rich would have, but I think the legal authority that we have that we're exercising deals with the contamination of the water supply or the clean water in the area.

It would be my hope and my long-range desire that the DNR would actually step up and manage this situation in a way that resolves the problem rather than saying we close it and there's some kind of agreement to do it. But that's something that I think the Village Board would expect the DNR would resolve that issue between the two if there is determined to be some kind of increased contamination of the Culver's site over and above what they had acknowledged when they bought. We haven't done any sampling in that, and I don't think we're really prepared to say that it's bad or good.

I also don't believe that the Village should be in a position where we're doing sampling for Mr. Rich, and I don't think we should be put in the position where we're unduly trying to defend Mr. Vidhya for the problem that he assumed when he bought that property. There's definitely a civil issue between those two, and the DNR should be the one that should do it. But from the Village's standpoint we do know that the waterway is contaminated, and we have to work through that process to determine the extent of it, and they have to clean it up.

Michael Serpe:

Has the DNR been with us in any step of the way here?

Mike Pollocoff:

They've shadowed us. They've done some work in the area, but not as aggressive as I've seen in other projects. I don't know what explains that. I mean we're open for business, I mean I do know that.

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Michael Serpe:

Okay. Don't fish without a license.

**KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE THE SETTLEMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND VIDHYA CORP, VIII, INC. FOR THE BP AMOCO LOCATED AT 10477 120TH AVENUE RELATED TO THE REMEDIAL ACTIVITIES AND CONDITIONS TO CORRECT THE ILLICIT DISCHARGES AT THE PROPERTY; SECONDED BY SERPE; MOTION CARRIED 4-0.**

John Steinbrink:

Okay, we took care of A. Now we need a motion for B.

Monica Yuhas:

Motion to approve Ordinance 12-40.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve for adoption of Ordinance 12-40. Further discussion?

**YUHAS MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #12-40 TO AMEND THE BP-AMOCO PLANNED UNIT DEVELOPMENT ORD. NO. 01-32 TO REFLECT THE PROPOSED NEW SITE CONDITIONS AND BUSINESS OPERATIONS OF THE BP AMOCO GASOLINE STATION AND AM/PM CONVENIENCE STORE LOCATED AT 10477 120TH AVENUE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

Michael Serpe:

Move approval of Item C, digital security.

Steve Kumorkiewicz:

Second.

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John Steinbrink:

Motion by Mike, second by Steve for adoption of the digital security imaging system agreement and associated access easement. Further discussion?

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A DIGITAL SECURITY IMAGING SYSTEM AGREEMENT AND ASSOCIATED ACCESS EASEMENT FOR THE BP AMOCO GASOLINE STATION AND AM/PM CONVENIENCE STORE LOCATED AT 10477 120TH AVENUE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**D. Consider renewal of the Class “A” Fermented Malt Beverage license for BP AM/PM located at 10477 120<sup>th</sup> Avenue.**

Jane Romanowski:

That’s mine. It’s renewal of the Class A license.

Mike Pollocoff:

It was extended to April 22<sup>nd</sup>.

Jane Romanowski:

She said everything was supposed to be done May 1<sup>st</sup>.

Mike Pollocoff:

I can see my recommendation, and I haven’t really talked to Jane about this, but I think we let this license run its course because the renewal is June 30<sup>th</sup> rather than jockeying to -- they still have to reapply.

Jane Romanowski:

By May 1<sup>st</sup> we would know if we have the schedule of nonrenewal here.

Mike Pollocoff:

Right.

Jane Romanowski:

So the license should be renewed from November 20<sup>th</sup> through June 30<sup>th</sup>.



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Mike Pollocoff:

Right.

Michael Serpe:

So moved.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica. Further discussion?

**SERPE MOVED TO RENEW THE CLASS “A” FERMENTED MALT BEVERAGE LICENSE FOR BP AM/PM LOCATED AT 10477 120<sup>TH</sup> AVENUE FROM NOVEMBER 20, 2012 THROUGH JUNE 30, 2013; SECONDED BY YUHAS; MOTION CARRIED 4-0.**

**E. Receive Plan Commission and consider Ordinance 12-39 to amend Section 420-48 L of the Village Zoning ordinance related to parking area setbacks.**

Jean Werbie-Harris:

Mr. President and members of the Board, the Village Board on October 15, 2012 adopted Resolution 12-36 to initiate some amendments to the Village zoning ordinance relating to parking area setbacks. The following amendments as shown on the screen are proposed to Section 420-48 L, and they are the ones that are underscored and are in bold.

The setbacks for parking areas which includes parking spaces, maneuvering lanes and fire lanes, we're requesting that the following changes be made and the following minimum setbacks be modified. Under number 1, 20 feet from all adjoining street rights of way, private roadways and lot lines except as provided below. And the specific exception that we are looking at is 50 feet from any railroad right of way excluding railway spurs and parking areas in manufacturing districts whereby parking setback may be reduced to zero.

And the purpose of this request is that Myer and about four or five other uses in the Village's Lakeview Corporate Park have previously and over the years constructed kind of parking areas and truck turnaround areas very close to or in proximity to the property boundaries and the rear property lines. And in talking with the Fire Chief and in talking with the business owners in the Corporate Park this has made it a little bit problematic with respect to the railroad and spurs. And they're recommending that there be hard surface pavement that goes all the way up to the right of way of the railroads as opposed to having a grassed or landscaped area in between.

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For a number of reasons we looked at this, and we felt that this really does make some sense. It helps to decrease the situation with respect to any fires that might locate there. It allows them to get that much closer to the railroad with respect to the setback. Landscaping in that are just doesn't seem practical. Actually nobody sees any landscape adjacent to a railroad track, and it's not like it's a residential property in that location anyway. We've taken a look at this. We've talked to a number of business users in the park that would benefit from this particular change, and they also [inaudible] it along with the Lakeview Corporate Park, WisPark Corporation with respect to the commercial owner's association. So the staff recommends approval of the modifications as presented.

Monica Yuhas:

Motion to approve Ordinance 12-39.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any further discussion? Is Commissioner Koessler on board with this now?

Jean Werbie-Harris:

Yes.

John Steinbrink:

Any other discussion?

**YUHAS MOVED TO CONCUR WITH THE PLAN COMMISSION AND ADOPT ORDINANCE 12-39 TO AMEND SECTION 420-48 L OF THE VILLAGE ZONING ORDINANCE RELATED TO PARKING AREA SETBACKS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**F. Consider Resolution #12-38 to initiate the discontinuance of a portion of 93<sup>rd</sup> Street between Lakeshore Drive and 3<sup>rd</sup> Avenue within the Carol Beach Estates Unit 5A Subdivision.**

Jean Werbie-Harris:

Mr. President and members of the Board, Resolution 12-38 is a resolution relating to the discontinuance of 93<sup>rd</sup> Street between Lakeshore Drive and 3<sup>rd</sup> Avenue in the Carol Beach Estates Subdivision Unit 5A. The Board of Trustees pursuant to Section 66.1003 of the statutes may

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initiate a discontinuance in whole or in part of any road, street, slip, lane or alley by the introduction of a resolution declaring that the public interest requires it.

The Village of Pleasant Prairie has received a request from the Wisconsin Department of Natural Resources for the discontinuance of 93<sup>rd</sup> Street between Lakeshore Drive and 3<sup>rd</sup> Avenue which has been designated as a public right of way on the final plat of Carol Beach Estates Subdivision Unit #5A. The DNR owns this vacant land abutting this portion of 93<sup>rd</sup> Street and is requesting that the street be discontinued and removed to link the adjoining blocks and support several threatened and endangered plant species by creating a more continuous habitat that will benefit these species. As you can see on the slide, where the road would be discontinued and which lots that would abut or are adjacent to this particular right of way to be vacated.

Pursuant to maps 30 and 32 in the Southeast Wisconsin Regional Planning Commission report entitled A Land Use Management Plan for the Chiswaukee Prairie/Carol Beach Area of the Town of Pleasant Prairie, this portion of 93<sup>rd</sup> Street is proposed to be vacated or discontinued when all of the adjacent properties are owned by a public entity.

Municipal sanitary sewer, water, storm sewer infrastructure were not constructed within this right of way, it's basically a gravel roadway. The Pleasant Prairie Plan Commission will be required to review the legal description and the plat of survey and will be required to forward a recommendation to the Village Board. The purpose of this resolution then is for a public hearing to be scheduled to consider this discontinuance and to be set by the Village Board not less than 40 days after the passage of this resolution.

Mike Pollocoff:

Mr. President, I'd request that this item be removed from the agenda. I initially agreed to it being placed down there, but to be quite honest with you I've been working with the DNR on a number of issues trying to get some cooperation done. And I think until we're at a point where we feel that there's a reciprocal relationship here I'd say table it, but I don't know when that will happen. So I guess at this time I'd request it be removed from the agenda and considered at a later date.

Michael Serpe:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve.

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**SERPE MOVED TO CONCUR WITH THE VILLAGE ADMINISTRATOR'S RECOMMENDATION TO REMOVE ITEM F TO CONSIDER RESOLUTION #12-38 FROM THE AGENDA; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**G. Consider award of contract for the Cooper Road Sewer Rehabilitation project from 76<sup>th</sup> Street and 81<sup>st</sup> Streets.**

Mike Pollocoff:

Mr. President, we've had some ongoing inflow and infiltration problems in that area. We have lined some of the sanitary sewers that are in that area. The public works department is working on a multi-year plan to rehab that Cooper Road drainage basin area. It's an older area constructed in the '50s which needs some work. On Tuesday, November 3<sup>rd</sup>, sealed bids were received for the installation of approximately 1,900 feet of linear sewer main, lining and rehabilitation. Low bid was submitted by Visu-Sewer in the amount of \$81,577.75. It fits within the capital budget for the utility, and I'd recommend that a contract be awarded to Visu-Sewer.

Michael Serpe:

Is this a new company with us, Mike?

Mike Pollocoff:

No, they're pretty old.

Monica Yuhas:

Have they done work in the Village before?

Mike Pollocoff:

Oh, yeah. They're a qualified contractor. They've done work before.

Steve Kumorkiewicz:

So moved.

Monica Yuhas:

Second.

John Steinbrink:

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

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**KUMORKIEWICZ MOVED TO AWARD A CONTRACT FOR THE COOPER ROAD SEWER REHABILITATION PROJECT FROM 76<sup>TH</sup> STREET AND 81<sup>ST</sup> STREETS TO VISU-SEWER IN THE AMOUNT OF \$81,577.75; SECONDED BY YUHAS; MOTION CARRIED 4-0.**

**H. Consider Resolution #12-44 authorizing the placing of utilities and special charges on the tax roll.**

Kathy Goessl:

Mr. President, this is our annual request to roll onto the tax roll on special charges and special assessments. The majority of this is special charges the biggest being delinquent utility bills of \$385,000, almost \$386,000. Delinquent invoice of a little over \$10,000 which is mainly weed complaints, false alarm, sewer surcharging; delinquent Kenosha Water Utility bills which have been turned over to us for collection from the Kenosha Water Utility for a total of a little over \$407,000. The rest of this is special assessments for clean water, sewer, water, TID totaling a little less than \$100,000. So I'm requesting \$506,739 which is detailed in your packet to be placed on the tax roll.

Monica Yuhas:

Motion to approve Resolution 12-44.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve for adoption. Any further discussion?

**YUHAS MOVED TO ADOPT RESOLUTION #12-44 AUTHORIZING THE PLACING OF UTILITIES AND SPECIAL CHARGES ON THE TAX ROLL; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**I. Consider Ordinance #12-41 to amend Chapter 23 of the Municipal Code relating to worthless payment charges and overpayments.**

Kathy Goessl:

Mr. President, this is a new section which is being added to this ordinance dealing with worthless payments and overpayments. We currently do not charge when someone bounces a check for like a tax payment. We just started charging based on the Public Service Commission authorization for utilities. We charged \$25 for an NSF check. Currently RecPlex also charges \$25 for a worthless check. But everything else in between like municipal court or taxes especially when they bounce a check there's no charges from us at all at this point for that happening. Our bank doesn't charge us directly but requires us to keep a compensating balance in our account, and the

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equivalent is around \$20 and some of balance that we need to compensate for for worthless checks.

So this ordinance is for any fee up to \$50. Right now I would implement the \$25 fee which we currently have authorized through the Public Service Commission and that we're currently charging at RecPlex. Also, the second part of this is for any overpayments that are minimal. The amount I set here is \$10 if we receive an overpayment which is very unusual to receive an overpayment. Maybe we have a couple cents here or two bucks here and there, just to write it off unless the person requests a refund in writing to get the money back within 90 days. So I'm asking to get this section added to the ordinance for worthless payment charge and overpayments.

Michael Serpe:

Move approval of 12-41.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica. Further discussion? Kathy, what would you say the rate of occurrence is for worthless checks?

Kathy Goessl:

There's not that many in tax payments, but we just saw a rash of them this last installment, like five, on an installment basis. Our worst worthless checks are at RecPlex. We get most of ours through there. Utilities we do get, and as the economy was worse more people bounce checks also.

John Steinbrink:

So what do we do then, we just reissue?

Kathy Goessl:

When they bounce a check in the past our bank used to run them through twice. I think that's one of the things is that they're not running them through twice. That people might not have the money in there but the next day they might. So those become worthless checks. So basically we just write a letter back to the person that bounced the check and tell them they need to pay. And let them know that even though they gave us a check by the 31<sup>st</sup> it was worthless so your taxes are delinquent and so they start accruing the penalty and interest.

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John Steinbrink:

You think that charge is pretty common everywhere else, aren't they?

Kathy Goessl:

Yeah. The County actually charges \$50 and then a set fee. So \$25, though, I think is more common.

John Steinbrink:

Alright. No further discussion?

**SERPE MOVED TO ADOPT ORDINANCE #12-41 TO AMEND CHAPTER 23 OF THE MUNICIPAL CODE RELATING TO WORTHLESS PAYMENT CHARGES AND OVERPAYMENTS; SECONDED BY YUHAS; MOTION CARRIED 4-0.**

**J. Consider Ordinance #12-42 to amend Chapter 30 of the Municipal Code relating to Municipal Court.**

Mike Pollocoff:

Mr. President, this is an item that we've talked about for some time. And I'd like to make one change to the ordinance amendment as right now it reads it relates to concrete driveways. I have a hard time communicating to the judge at times, but I would not describe him as being a concrete. The term that this ordinance proposes is a two year term rather than the current four year term. It also offers the pay right now the initial judge receives \$20,000 a year. This would place the payment of \$420 per court session for the year and there would be two sessions that would be vacation oriented.

We've also identified as we have with correspondence with the court administrator for this district that the municipal court would be held here at Village Hall. The municipal court should be opened and determined by order of the municipal judge and approved by the Village Board, and that's essentially the budget. And that the ordinances also we need to seek some accounting clarity in that we want the Village Treasurer identify that office receipts, all the forfeitures, penalty assessments, fees and taxable costs and any action proceeding before the municipal judge is made at finance department. The municipal judge shall reconcile monthly receipts and pursue enforcement of any unpaid citations. Municipal judge shall submit a monthly report to the Village Treasurer, and the monthly report shall include the State of Wisconsin municipal court monthly financial report as well as the financial accounting of the court's receivables for all citations issued by the Village in a format acceptable to the Village Treasurer.

Municipal court financial records shall be maintained per the governmental accounting standards [inaudible], and that's really how the Village's financial records are maintained. I really believe what we're looking for is a report that's acceptable, something that can be integrated into the Village's accounting system. I'm not looking to evaluate each individual citation, but we need to

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know what the receivables of the court are so we know what goes in and we know what comes out. And then have the court be able to detail what changes occurred through the process, whether it's plea bargains or what happens at the bench and what happens to those fees at that point. So I'm recommending that this ordinance be adopted and that it would be of record. It would be something for the coming election the candidates, if any, for the municipal judge position would have recognition of this ordinance.

Michael Serpe:

We wanted to streamline the court operations, and I think that has been done with our new clerk. I think he's doing a fantastic job. And nothing against our former clerk because she was a super person, honest as the day is long. But because of the computer age maybe a little bit intimidated by what she had to work with. So I think this is a good move. I like the accountability on cases. I think that's good, and I certainly like how the court has been streamlined already just with the clerk doing his job. I would move approval of this Ordinance 12-42.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any further discussion? I like it because it answers one of the questions the auditors always bring up, every audit of the Village. They're pretty happy with everything else in the Village and the departments, but the one weak link is the courts and the accountability. And not to say anything is wrong anywhere, but there is just no, what's the word I'm looking for, checks and balance or whatever. That drives auditors crazy.

Mike Pollocoff:

It just needs a certain level of transparency. It's good for the court and it's good for the Village.

John Steinbrink:

And these steps are going to provide that I think. We're going to see some really happy auditors. Any other comments or questions?

**SERPE MOVED TO ADOPT ORDINANCE #12-42 TO AMEND CHAPTER 30 OF THE MUNICIPAL CODE RELATING TO MUNICIPAL COURT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**K. Consent Agenda**

- 1) Approve a draw on the Whispering Knolls development letter of credit.**
- 2) Approve the request of William and Catherine Wamboldt for a Lot Line Adjustment between 11934 28th Avenue and 11904 28th Avenue.**



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- 3) **Approve the request of Fair Oaks Farms and Central Storage Warehouse located at 7600 and 7800 95th Street, respectively, for a Certified Survey Map to adjust the lot lines and to dedicate a shared fire lane access easement.**
- 4) **Approve a Christmas Tree License for DG Hardware, 4523 75th Street.**
- 5) **Approve a disallowance of the claim filed by Patricia Carrier for injuries sustained June 5, 2012 at the RecPlex.**

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any discussion on any of the items?

**YUHAS MOVED TO APPROVE CONSENT AGENDA ITEMS 1-5; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

## **9. VILLAGE BOARD COMMENTS**

John Steinbrink:

I just want to say that I congratulated our people for the job they did on their budget, our budget, the Village's budget, but I want to congratulate probably all the municipalities, towns, school districts for what they had to do this time with their budgets. And their work was no easier than ours and that's a shame the way they got treated, we all got treated and what happened here over the last two years. So for them I think everybody did a good job.

93<sup>rd</sup> and 39<sup>th</sup>, Chief, I've seen our squad sitting there. I'm not sure how long we can park the squad there. We know there's a problem, but unfortunately we can't help stupid drivers. And unfortunately other people pay the price for stupid drivers. But whatever we can do to keep up that surveillance there that's about all we can do. We can work with the County I guess.

Mike Pollocoff:

We can talk to the County and see what. It just doesn't seem like the last time I looked at a traffic analysis, I mean we do violations there but we don't have an accident level that would drive an improvement at that intersection. But I'm certain we can talk to Gary Sipsma at the County and see if they want to work on some kind of enhanced signage or something that would help at that intersection. They've always been cooperative with us.

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John Steinbrink:

And Tony left, unfortunately, otherwise we could explain to him when we put the roundabout in he's going to have to move, but other than that.

Chief Mogensen:

Can I make a couple other comments on that. I did go outside and speak with him, and I told him that we are, in fact, increasing enforcement on that. We had a recent fatal accident on Sunday. I believe it was medically related, but still there are other accidents that we have there speed related and just carelessness. 116<sup>th</sup> and 39<sup>th</sup> is a four way stop, we have crashes there. 93<sup>rd</sup> and 39<sup>th</sup> another one, it's a four way stop, they just disregard it. As a matter of fact, on my way here tonight we have a saturation patrol going on tonight right now with a grant funded traffic enforcement project, and on the way here with the traffic I saw I called and I asked them to assign a squad to 39<sup>th</sup> Avenue. So there are other reasons I do want to concentrate on 39<sup>th</sup> Avenue especially with the rash of thefts and other activity. My hope is that our traffic stops would not only stop stupid drivers but also maybe yield some evidence inside cars that could link them to crimes in the area. So we will do our best to address it. Thank you.

Michael Serpe:

One last comment. You, John and Mike are two special individuals who do a lot and take no credit for anything. And with the latest election that you just were involved in I just wonder how many people in this Village realize just how much you've done for them and how much you've done for all of us. And unfortunate in how the redistricting had taken place. To me it's criminal, but it's over and done. I just wanted to let you know that those of us that work with you, John, appreciate everything you've done for us and everything you've done for the Village and eve the people in Kenosha County and that won't be forgotten.

John Steinbrink:

Thank you. Just one more comment. We talked about the compliance and the disregard and what can we do. We had some prime examples here tonight whether it was pollution, stop signs or dog licenses. I mean what do we do? Everybody says we have too many rules, too many regulations but yet they want enforcement. Thank you to everybody who is out there trying to enforce those things. I guess you have job security.

**10. ADJOURNMENT.**

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY YUHAS; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 9:10 P.M.**

**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
December 3, 2012  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, December 3, 2012. Meeting called to order at 6:15 p.m. Present were Village Board members Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. President Steinbrink was excused. Also present were Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Dave Mogensen, Interim Police Chief; Doug McElmury, Fire & Rescue Chief; John P. Steinbrink Jr., Public Works Director; Kathy Goessl, Finance Director; Mike Spence, Village Engineer; Vesna Savic, Deputy Village Clerk. Four citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC HEARINGS**
  - A. Consider proposed Midwestern Disaster Area Revenue Bond Financing for Central Storage & Warehouse Company and Final Resolution #12-45 authorizing Midwestern Disaster Area Revenue Bond Financing to benefit Central Storage & Warehouse Company.**

Tom Shircel:

Thank you, Madam Chair. Before you you have Resolution #12-45 which is a final resolution authorizing the Village Board to approve a Midwestern Disaster Area Revenue Bond Financing for Central Storage & Warehouse. If you recall, back on November 5, 2012, the Board did pass the initial resolution for this bond. The bond is not to exceed \$4 million for Central Warehouse & Storage and it's to be used for, one, the construction of an approximate 37,350 square foot addition to the building to the existing 74,000 square foot building. Two, it can be used for the acquisition and installation of nonmovable equipment at the facility. And, three, for the payment of certain professional costs and costs of issuance.

And, as you know, these bonds the Village is not financially obligated in any way by the issuance of these bonds. And also in your packet there's a letter from Village counsel, Quarrels and Brady, and they have reviewed the bond documents, and they are approving such. So with that, I'll hand it back to you, Madam President.

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Monica Yuhas:

This being a public hearing, is there anyone wishing to speak? Anyone wishing to speak? Hearing none I'll close the public hearing and open it up to Board comments.

Michael Serpe:

Monica, I'd move approval of Resolution 12-45.

Clyde Allen:

Second.

Monica Yuhas:

Motion by Mike, second by Clyde. Roll call vote.

**SERPE MOVED TO ADOPT FINAL RESOLUTION #12-45 AUTHORIZING  
MIDWESTERN DISASTER AREA REVENUE BOND FINANCING TO BENEFIT CENTRAL  
STORAGE & WAREHOUSE COMPANY; SECONDED BY ALLEN; ROLL CALL VOTE –  
YUHAS – YES; KUMORKIEWICZ – YES; ALLEN – YES; SERPE – YES; MOTION CARRIED  
4-0.**

**5. CITIZEN COMMENTS**

Monica Yuhas:

Anyone wishing to speak tonight?

**6. ADMINISTRATOR'S REPORT – None.**

**7. NEW BUSINESS**

**A. Consider Ordinance #12-43 to amend Chapter 242 of the Municipal Code relating to RecPlex fees.**

Chris Finkel:

Yes, Madam Chairwoman and Village Trustees, I have in front of you a recommendation for the modification of Chapter 242 of the Municipal Code as it pertains to the recreation department. The RecPlex is recommending some exciting new membership levels. The current membership levels will be considering the experience levels, and they will receive a minimum of three free group fitness classes each week. The next level is the exercise membership level which for an additional fee of \$35 a month they will receive all group fitness classes as well as other benefits. And the third level is excellence membership level which will include all the classes, some savings on personal training and unlimited tanning in the new tanning system.

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Also, there's a small increase in rental rates for non-members, and there are \$3 increases in program and program service rates and a \$2 discount for online registration. Finally, there are also some changes to the birthday and field trip rates, mainly a raise of \$5 for the non-members, and the other requirement is because the RecPlex is an enterprise entity there is some leeway for the recreation director to make some short-term business decisions under the approval of the Village Administrator before they become ordinance. With that I would like to field any questions or recommend approval.

Monica Yuhas:

I'll open it up to comments. Mike?

Michael Serpe:

Chris, how are we doing on these programs? Are they well attended? Are they mediocre?

Chris Finkel:

Which programs are you referring to?

Michael Serpe:

Whatever programs you're seeing increases here. Did I read this wrong? 48 to 52 monthly primary --

Chris Finkel:

The base level of membership is there are no changes in the pricing. That's the current membership pricing. So there are no changes to membership pricing. All current members will be given the experience level, and then the additional pricing -- well, included in that price will now give at least 30 group fitness classes per week which has been a consistent cry from our membership as to something they would like to see. So we're giving a give back to our current members. We also see as we compare this to the other facilities in the area that this is a tool that we can use to recruit new members. And the next level is actually a savings to current members who like to do all the group fitness classes. And it makes it less complicated than it is now to buy the passport for all classes.

Michael Serpe:

Okay, this isn't classes then that we're talking about. This is just membership only.

Chris Finkel:

Membership, correct.

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Michael Serpe:

Okay, I'm sorry, I misunderstood this.

Monica Yuhas:

Does anyone else have any questions? I have a question about the tanning since we have never had tanning before at the RecPlex. How many beds? Are you looking at beds or are they stand up?

Chris Finkel:

It's one system. It's a stand up system. It has an enclosed changing room that's a locked door. And so you can tan for 8 to 12 minutes. It's all stand up so very little maintenance is needed for this. And just, once again, in a survey and hearing some of our members, people who work out and go to fitness centers are also the people who tan. So this is an added benefit. 75 to 80 percent of the people who tan are also involved in fitness clubs and working out. So we saw this as an opportunity to add another amenity to the RecPlex and still offer tanning at a reduced rate than, say, someone would go outside of the RecPlex to tan but still bring in revenue as well.

Monica Yuhas:

And how is that going to work? Is it going to be on a first come, first serve basis? Do they make appointments? Because I can see if there's such a client base that wants to tan, and we only have one bed, I can see people not being able to use it as frequently as they would like.

Chris Finkel:

And that would be a wonderful problem to have. We have another bed or tanning system ready to go if it takes off. But it will be done through scheduler much like racquetball courts are now, but people would call and appointments would be scheduled a half hour at a time because you have to undress and tan and clean up. So about a half hour appointments. They'll be made at the front desk or at the fitness desk, and people will buy series sales, they can buy packages of 1 or 5 or 10 or 15. Or, if they go for the excellence membership it would be free. Also, just FYI, there's a statute that no one can tan within 24 hours. Within the system we will block out anyone from booking within 24 hours of themselves.

Monica Yuhas:

Thank you. Clyde?

Clyde Allen:

Thank you, Madam President. I'm not sure if I have all the information right, and maybe you can correct me if you know anything about it. I don't know if it's federally or on the state level aren't they trying to put a heavy tax on tanning and tanning systems?

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Chris Finkel:

There is an addition tax that's paid, but it's just like there would be an additional tax on tobacco or alcohol. I mean there's an additional tax for tanning.

Clyde Allen:

And are the membership fees going to cover that?

Chris Finkel:

Yes.

Clyde Allen:

So they don't pay any more, it's just going to be another cost to us.

Chris Finkel:

It's included in the fees that we're offering now. We've planned for that ahead.

Clyde Allen:

Okay, thank you. With that I'll move approval.

Michael Serpe:

Second.

Monica Yuhas:

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

**ALLEN MOVED TO ADOPT ORDINANCE #12-43 TO AMEND CHAPTER 242 OF THE MUNICIPAL CODE RELATING TO RECPLEX FEES; SECONDED BY SERPE; MOTION CARRIED 4-0.**

**B. Consider award of contract for the 2013 Village Newsletter printing and mailing services.**

Chris Lopour:

Ladies and gentlemen of the Village Board, you have before you a recommendation for an award of contract for printing of the Village Newsletter for 2013. In your packets you have a spreadsheet that highlights all of the estimates that were returned. The lowest estimate was

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received from LaCrosse Graphics. They have actually printed our newsletter for the last two years. They've performed according to contract. They have a fair turnaround time, and they made the requirements. I don't know if you'd have any other questions for me. They've also kept their price the same this year that they had the previous year.

Michael Serpe:

Are we seeing any increase in online?

Chris Lopour:

A very slow increase. While the online subscriptions to the email newsletter are increasing, the people who are opting off of the paper newsletter are opting off very slowly. And I've chosen to let people opt off of the list instead of taking them off just because people tend to take information in when it's delivered to them more passively. And if they're taking it in paper still and haven't requested off I'm assuming that they're doing that because they probably prefer paper in some circumstances and email in others. So I guess in answer to your question it's happening, it's just happening very slowly.

Monica Yuhas:

Chris, the newsletter I know is also on the website.

Chris Lopour:

Correct.

Monica Yuhas:

Is the website going to continue to store the newsletters? I mean even going back five years, six years?

Chris Lopour:

At this point that's a question I've asked our IT department, do we have enough capacity to continue archiving that? And at this point they've said, yes, we do have enough capacity to keep archiving our newsletters out there. I can only speak for myself, I can't speak for the other department heads, but it's been helpful when we have a call and someone's looking for some information to be able to direct them to back issues has been very helpful.

Monica Yuhas:

Thank you. Any other comments?



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Michael Serpe:

Move to award the printing to LaCrosse.

Steve Kumorkiewicz:

Second.

Monica Yuhas:

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

**SERPE MOVED TO AWARD A CONTRACT FOR THE 2013 VILLAGE NEWSLETTERS PRINTING AND MAILING SERVICES TO LACROSSE GRAPHICS AS PRESENTED; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

Chris Lopour:

Thank you.

**C. Consider award of contract to purchase a Rescue Equipment Trailer.**

Doug McElmury:

Madam Chairwoman and members of the Board, the first contract that we're looking to recommend to purchase is an 8 foot by 20 foot cargo trailer, like a Wells cargo-type trailer. We requested three bids for this, two of which were returned. You can see the low bid is \$11,408 from Adams Enterprises from McHenry, Illinois. The purpose for buying this trailer is to store our bulky items. A lot of the hazardous material, equipment, the confined space equipment, the trench rescue and so on it's just too big a bulky to keep inside a fire apparatus. So in some cases right now it actually sits in a compartment or in a cabinet inside the station. And we literally have to load it on something now as we're getting ready to go. Not a real conducive situation. It's a lot easier to be able to back up to a trailer, drop it on and away we go.

This particular trailer, too, is able to be towed by three of our vehicles right now. And also in the event of a mutual aid situation other departments could tow this, too. It's a very standard hitch. So we tried to look at into the future what would we use this trailer for. It's a very large trailer. It can be reconfigured in multiple ways, so this should last us many, many years for the equipment we have now and future equipment we would acquire and purchase. Do you have any questions?

Monica Yuhas:

Okay, thank you. Open it up to Board comments?

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Clyde Allen:

Make a motion to approve.

Steve Kumorkiewicz:

Second.

Monica Yuhas:

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

**ALLEN MOVED TO AWARD A CONTRACT TO ADAMS ENTERPRISES IN THE AMOUNT OF \$11,408.00 TO PURCHASE A TANDEM AXLE UTILITY TRAILER; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**D. Consider award of contract to recoat the floor at Fire Station #2.**

Doug McElmury:

Fire Station 2 was built in 1974. We remodeled it in 1999. And with the age of the building and especially the amount of water that that sees, washing of the apparatus and the hot and cold with the door being opened and then it's reheated, the floors have really taken quite a beating over the years. And there are some cracks and some areas that are in need of repair. One of the other problems is that the floor is extremely slippery. There again with the washing of the apparatus and everything we've had some instances where people have slipped and fallen on there.

So kind of a universal cure to that and what most new fire houses do is they epoxy coat the floor. And the process includes a shot blast, almost like a sandblasting but with steel shot, the floor to get rid of any old finish. They then put down multiple coats of epoxy, and they put in some chips, some plastic chips that is slip resistant. So that way the floor is protected and the people are protected. They don't slip around on there. This is quite a bit different than the type of product you would get in a home center that you would pain on yourself. This actually has to be put on by a professional. The system that we're recommending actually has five coats of product that goes on and two coats of texture.

We received three bids for this. The lowest bid is \$21,315. We were budgeted \$27,282. The next lowest bid is from Kevco, Inc. for \$25,306. Artlow system is the highest at \$28,605. When we dug a little bit deeper into the bids we wanted to make sure we were comparing apples to apples. And what we found was the system that the low bidder proposed only had four layers of product. They have a three year warranty. But what concerned us the most was the fact of how they handled the joints, the expansion joints in the concrete. This floor, as I mentioned, is exposed to a lot of temperature extremes, the apparatus bay doors go up, it's a drive through station, so it's not uncommon for both the east and west bay doors to be open at the same time. In the middle of winter you have cold winds howling through there, then the doors shut and now it heats back up. Plus there's a lot of water.

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The low bidder doesn't do anything to address the expansion joints. The person that we're proposing or the company that we're proposing actually goes in after all the epoxy is done and they do a saw cut right over the joint and then put a flexible sealer in that so that it's still sealed but it has room to expand and contract. The other company doesn't do that. And what will happen is that it will crack in just random areas. They would have to then come in and replace that or fix that. That is not covered under their warranty. So we feel that we would be subjecting ourselves to further expense possibly two or three years down the road. So our recommendation is to go with the Kevco bid at \$25,306 because we believe it's a superior product.

Michael Serpe:

Couple questions if I may. How does this product hold up against the road salt that's going to be dropped?

Doug McElmury:

The last coat that they put on is a clear urethane sealer so it holds up excellent to road salt, to grease, oil and any of the fluids that come out of the apparatus.

Michael Serpe:

And with reference to time of the year when are they going to do this?

Doug McElmury:

They said they could even do it yet this year or into next year. What they do is the garage doors would go up a little bit and they would actually tent in the area that would extend out to where the garage doors are. So it would still be heated and everything else. So we can kind of play it by ear with weather if it got really cold, or if we started to have severe weather I don't think we would try for it. But we'll have to do it in multiple stages anyway.

Michael Serpe:

How long is it going to take them to do this, couple days?

Doug McElmury:

Yeah, each coat they would shot blast it, and it would be at least three or four days for each full layer, all the different layers of epoxy.

Michael Serpe:

So your vehicles can be outside for --

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Doug McElmury:

Well, we actually have arrangements in a couple different buildings where we can temporarily store them.

Clyde Allen:

Thank you. I think this question is going to be for Kathy. On here this is in the 2012 budget, if it's not substantially completed in 2012 is there a carry over that we'll be doing?

Kathy Goessl:

Yeah, we'll do a carry over into 2013.

Clyde Allen:

Okay, so we're covered with that. Well, unless anybody has got a question, it sounds like you did your due diligence in not just accepting the low bid. With that I'll move approval.

Michael Serpe:

Second.

Monica Yuhas:

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

**ALLEN MOVED TO AWARD A CONTRACT TO KEVO INC. IN THE AMOUNT OF \$25,306 TO RECOAT THE APPARATUS BAY FLOOR AT FIRE STATION NO. 2; SECONDED BY SERPE; MOTION CARRIED 4-0.**

Monica Yuhas:

Thank you, Chief.

**E. Consider Resolution #12-38 accepting the public street, infrastructure and landscaping improvements for Lots 1-15 in the Hideaway Homes Subdivision located on 84th Street west of 57th Avenue.**

Mike Spence:

Madam Chair and members of the Board, on the slide there is the location of the Hideaway Homes Subdivision. As I indicated it's just north of 85<sup>th</sup> Street and west of 57<sup>th</sup> Avenue. It's a 15 lot subdivision that was constructed. The map before you shows the public infrastructure that was installed as part of this subdivision. We have a water main which is shown in blue. And we've got the sanitary sewer which is shown in green and the storm sewer which is shown in red.

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In addition there were landscaping in the cul-de-sac as well as street lights. The development agreement was recorded back on April 21, 2005. All the public improvements have been constructed, and the resolution before you this evening is to final accept this subdivision. And I'd be glad to answer any questions.

Monica Yuhas:

Steve?

Steve Kumorkiewicz:

I've got a question for John or for Mike. We've got the sanitary sewer and the storm sewer. Are those in good condition? Did we check it out with a TV camera to know that there's no breaks? So [inaudible] situation that we've got over there in Prairie Ridge Subdivision.

Mike Spence:

I'll answer that and then if John wants to add to it. When we accept the subdivision, I mean prior to the final paving we check the condition. Public works goes in there and televises the storm sewer and the sanitary sewer to make sure that they're in good condition. And if there's any problems they're fixed at that time. As far as the water system I guess I'm not aware that there's been any water main breaks. It's a fairly new subdivision so there shouldn't be any issues. I don't know if you have anything to add, John. So before I put this resolution together we did go out there just to do a check to make sure there wasn't any obvious problems.

Steve Kumorkiewicz:

Okay, thank you.

Michael Serpe:

Move approval of Resolution 12-38.

Steve Kumorkiewicz:

Second.

Monica Yuhas:

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

**SERPE MOVED TO ADOPT RESOLUTION #12-38 ACCEPTING THE PUBLIC STREET, INFRASTRUCTURE AND LANDSCAPING IMPROVEMENTS FOR LOTS 1-15 IN THE HIDEAWAY HOMES SUBDIVISION LOCATED ON 84TH STREET WEST OF 57TH AVENUE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

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**F. Consider a Professional Services Agreement for the reconstruction of 39th Avenue between STH 165 to just north of 97th Street.**

Mike Spence:

Madam Chair and members of the Board, before you you have a professional engineering services agreement with Crispell-Snyder for the design of the reconstruction of 39<sup>th</sup> Avenue. The project limits for this reconstruction, as you can see, are just north of where the roundabout by 165 ended, and the reconstruction will continue north to just north of 97<sup>th</sup> Street, the Meadowdale Farms Subdivision. The current roadway is a two lane roadway that was last resurfaced in 1975. It's exhibiting a lot of pavement deterioration. As you know, a while back I came before you with an agreement with the DOT. The Village is receiving grant money from the State to partially 80 percent fund this project, and that's been agreed to.

The cross-section that we're looking at designing will have a through lane in each direction, a bike lane and parking. If you notice in the cross-section we have a rather large terrace. That is to enable us to expand the roadway an additional lane should we need to in the future. As part of the approval process for all this we had to do a capacity study to see what the design should be. We had a consultant that basically at this point, and even with the future traffic of Village Green was unable to justify two through lanes in each direction. So in order to hedge our bets we thought it would be prudent to get the right of way and acquire that additional terrace for a future lane.

As far as the selection process for consultants I issued a request for a proposal back in October. And the selection was a two step process. The first step was to review the proposals based on the criteria mentioned there basically on qualifications and experience. Five teams responded to the RFP, and based on their responses on their team, their approach and their experience there were two firms that ranked higher than the other three. Those were Crispell-Snyder and Kapur & Associates.

After that, the second step I asked for a sealed proposal for compensation. What we're trying to do is a qualifications-based selection, but we also do have the ability to consider compensation, but that's why we did it in the two steps. So we opened up the compensation package for these two firms, and based on that Crispell-Snyder's compensation was lower, so we assigned a higher point value to that and a lower point value to Kapur. And when all the criteria points were added up Crispell-Snyder came in as the number one recommended firm from the selection committee.

The other thing I just wanted to mention, and I think I mentioned in the memo to you, it was out intent in putting the RFP together not to include all of the real estate acquisition services. We were going to work with the Village appraisers and so forth similar to what we've done on other projects. However, when you deal with a DOT project you're also dealing with the local DOT program consultant. And there are very strict guidelines from the State when there's federal money as far as right of way acquisition. And so if you don't follow those guidelines you run the risk of losing the money. So with that said I went back to Crispell-Snyder to ask for a proposal to include the real estate acquisition services. And those services are going to be added to their contract. This is something that we would have paid either way, but instead of paying it through

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the Village it's going to be directly part of their contract. And the total compensation for Crispell-Snyder on this is cost not to exceed \$322,200.

Before you see the general scope of services. These are all the -- basically when the scope is finished we will have a biddable set of construction documents that will be bid by the State of Wisconsin Department of Transportation. This is just information to give you a project schedule for Highway 39. 30 percent plans would be complete by next April. Also with a project of this size we have a comprehensive environmental report that they have to do, design re-study report which includes things such as pavement design. 60 percent plans next September. Final platting by January 1, 2014. Draft plans and specifications May 1, 2014. Final plans August 2014, and then as I indicated the DOT would be out for bids in December of 2014 with construction in 2015. And this is the schedule that is pretty much predicated on all the steps that the consultant has to follow based on the DOT guidelines. It seems like a longer schedule but it's also because if you recall the cross-section there's going to be additional right of way acquisition. So that generally takes a lot of time.

So bottom line we went through a competitive selection process, and Crispell-Snyder who has worked with the Village in the past and has done transportation design for the Village, and I'm recommending that the Board approve this contract. I'd be glad to answer any questions. Also, I should mention Dan Snyder from Crispell-Snyder is in the audience if there's any questions that I can't answer.

Michael Serpe:

Mike, describe the profile of this road from 165 to 97<sup>th</sup> Street. It's going to be still a two lane road?

Mike Spence:

It's going to be a two lane road with a boulevard, that's with a median. And that's to enable when we -- there's going to be an intersection at 100<sup>th</sup> Street and then also Springbrook. So that will allow for turn lanes, for left turn lanes. So that's what the median is for. So there will be one through lane, a five foot bike lane, and then a parking lane. Then there will be curb and gutter, the terrace and then a sidewalk on each side.

Michael Serpe:

I just feel that if we're going to be spending this kind of money and the State's giving us some help on it, 165 is a main road out to leave the Village as well as it is for south Kenosha. Highway 50 is getting more and more crowded every day. I just wish whoever the consultant was that did the evaluation on this on the need for the Village Green in the future and for getting traffic out of the Village on 165 they wouldn't just continue to make this a four lane profile from 95<sup>th</sup> all the way to 165. Now is the time to do it.

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Mike Spence:

I understand what you're saying. Unfortunately, the State would not -- the capacity has to be justified based on -- I understand what you're saying. Because we provided them all the traffic projections for future Village Green and then all the subdivisions along 93<sup>rd</sup> Street like Devonshire and Meadowdale and Creekside Crossing. And their numbers do not justify four travel lanes. But that's why we're at least putting in the terrace. But it has to get approved by SEWRPC, too. And if we're getting federal money we can't build a road with additional capacity if it's not warranted.

Clyde Allen:

Thanks, Mike. Good explanation, however I'm really in agreement with Mike, especially come four years from now when Highway 50 is torn up 165 is going to have traffic like we can't imagine. Everything from the south side of Kenosha is going to go up to 80<sup>th</sup> Street, 85<sup>th</sup> Street and use one of our roads to get over to 165. I really think that needs to be looked at before this project is started because you're going to be doing something and then redoing it when they realize that Highway 50 is just a mess.

Mike Spence:

What I can say, and again I understand what you're saying because I went through this. This was not what we were originally anticipating. But we will have operational meetings with the DOT, and we can certainly bring this up to talk to them. But I didn't want to jeopardize the funds to get the project. But certainly what we're doing in providing the right of way we won't be limiting ourselves to expand it as we need it. The other thing I should mention as far as Highway 50 that project has been pushed back now to 2022 or later now. The DOT has --

Michael Serpe:

So we're going to trust the word of the DOT now? I'll tell you, you know, you can't get out of the city in any reasonable amount of time because there's no easy way out. Highway 50 is jammed from one end to the other. It's two lanes on 158, it's two lanes on 142. And we're going to bottleneck out to 165. Somebody has got to pay attention. Not you, Mike. I'm not blaming you, please don't misunderstand me here. But the DOT you have to think further than the end of your nose, and I don't think it's being done. I want to plan for the future here a little bit and not go and reconstruct roads after everything's built up, and now we have bottleneck up everything worse than what it was before when the construction starts on Village Green and the subdivisions start filling in, and they're filling in at a good rate right now. So we're not at a standstill here in the Village. We're progressing. But we're not getting very much cooperation from the people that need to help us here.

Steve Kumorkiewicz:

You know there's a [inaudible] that probably many people in the room forgot [inaudible]. But for many years the County was talking about making 39<sup>th</sup> Avenue a four lane road. So eventually if



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that happened we should be prepared because the connection coming from 39<sup>th</sup> [inaudible] bottle up over there if they do the stuff now, be ready if the County decides to do that for the traffic. I have been using these roads for almost 50 years. I know the traffic that is here. I see it. And to me [inaudible] the money just to put two lanes. I can't understand the mentality they've got in the State.

Mike Spence:

I should mention, too, this has not been done without the County's input, so the County is aware of this.

Michael Serpe:

How do they feel about it?

Mike Spence:

How do I feel about it?

Michael Serpe:

No, how does the County feel about it?

Mike Spence:

They've pretty much let the traffic projection numbers dictate the design.

Clyde Allen:

Just one additional comment. Mike, I know we're kind of hammering away and expressing some dissatisfaction with some things, but don't take it that it's what you're doing. We know where it's coming from, and it's not your fault. You're doing the best you can with what you've got. But I just think other people are making some wrong decisions.

Steve Kumorkiewicz:

Yes, they're not in the Village. We know how the Village works.

Michael Serpe:

Number one, even if we have another meeting with the DOT I don't know that we'd be successful in changing their mind. I certainly don't want to stop this project. It just upsets me. If we were a stagnant community with no growth whatsoever but we're not. We're a progressive community. We have subdivisions that are growing. We have commercials that are coming in. We have industrial that's growing and traffic that's growing more to the south than it is to the north because there's no way out of Kenosha and using 165. And we should be able to accommodate

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that traffic to move it smoothly. Instead, we're going to sell hot dogs at the intersection. I don't know what the hell we're going to do. I'd move approval of the award to Crispell-Snyder.

Steve Kumorkiewicz:

Second.

Monica Yuhas:

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

**SERPE MOVED TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CRISPELL-SNYDER, INC. FOR THE RECONSTRUCTION OF 39TH AVENUE BETWEEN STH 165 TO JUST NORTH OF 97TH STREET AS PRESENTED; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**G. Consider an Intergovernmental Agreement with the Village of Mount Pleasant for the Southeast Wisconsin Clean Water Network.**

John Steinbrink Jr.:

Madam Chair and members of the Village Board, the Village of Pleasant Prairie is in a permit with the Wisconsin DNR for our clean water. One of the requirements that we have through that permit is public education and working with other communities to achieve that at the lowest cost possible. Back four years ago I believe it was 19 communities in Southeastern Wisconsin entered into the Root-Pike WIN Association. That's pretty much every community from South Milwaukee down to the Village of Pleasant Prairie and a little bit west out to Walworth County.

We all go through, we meet on a monthly basis, we talk about storm water issues. And then the fees that we put into this are used for public education. We pass these along to Chris Lopour and she publishes them, and it really has been a very effective method to get the word out on how to keep storm water pollution at a minimum. So every two years one of the 19 communities takes a turn at administering this program, the Root-Pike WIN. And it was decided that the Village of Mt. Pleasant will be administering this program for 2013 and 2014. And so the fees for this \$2,000 will go to the Village of Mt. Pleasant. They administer it, and then they hold it for the Root-Pike WIN. So it doesn't go directly to them to use for the general fund, but they're just the holding community for this program. And I would recommend approval entering into this agreement with them again into the Root-Pike WIN for two more years.

Steve Kumorkiewicz:

So moved.

Clyde Allen:

Second.

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Monica Yuhas:

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

**KUMORKIEWICZ MOVED TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF MOUNT PLEASANT FOR THE SOUTHEAST WISCONSIN CLEAN WATER NETWORK; SECONDED BY ALLEN; MOTION CARRIED 4-0.**

**H. Consider renewal of Mobile Home Park Licenses for 2013.**

Jean Werbie-Harris:

Madam Chairwoman and members of the Board, it's time for the license renewal applications for four mobile home parks located in the Village. The City View Mobile Home Park located at 4303 75<sup>th</sup> Street, Westwood Mobile Home Park located at 7801 88<sup>th</sup> Avenue, Timber Ridge Mobile Park at 1817 104<sup>th</sup> Street, and Scotty's Mobile Home Park at 5310 75<sup>th</sup> Street. Inspections were completed by the Village inspection department and the community development department. And as shown in your packets of information City View Mobile Home Park did not have any violations, and we recommend approval as presented. The Timber Ridge Mobile Home Park had no violations, and we recommend approval as presented.

Scotty's Mobile Home Park had four outstanding violations. One has to do with work being done without permits and the need to submit for a permit for a shed on Lot 22 that was recently put together in the rear of the mobile home. And, number two, that there needs to be compliance with the manufactured home that's missing a deck for egress purposes on Lot 27. Number three, an internal driveway of the mobile home park is really quite broken up and full of potholes and needs to be scarified and resurfaced. And, number four, there's a small trailer full of old tires parked east of Lot 12. My understanding is that a number of these items, the three out of four items for Scotty's need to be completed before the end of this month in order to obtain the renewed license. But with respect to the parking and driveway area the asphalt plants are now closed. So that extension would be granted until next June to have that completed. I think the Clerk was recommending either June 1<sup>st</sup> or June 15<sup>th</sup>.

Then the final mobile park is Westwood Estates. There is only one outstanding violation which I brought to their attention. There's about seven to ten piles of soil that were dumped in the location of the future extension of Evergreen Street which is a private roadway, and that needs to be cleaned up or removed because it's just going to encourage some additional dumping of other materials at that location. And if we want to give them some extra time to do that, 30 days or to the end of the month, that would be fine as well.

Monica Yuhas:

Board comments? Steve?

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Steve Kumorkiewicz:

Yes, I've got a question about Scotty's on 75<sup>th</sup> Street [inaudible]. Talking to him last year or the beginning of this year, when we went through the process of all the violations that he got, he complied for June 30, 2012. I mentioned to him about the road. And the answer that he gave me was the asphalt plans are closed and there's nothing that we can do. So he told me that at the time. A year later I see nothing has been done.

Jean Werbie-Harris:

Actually, Steve, what they did do is they went out and they did some patching in the potholes --

Steve Kumorkiewicz:

Patching but no --

Jean Werbie-Harris:

-- and they did some work in the development. But it's breaking up a little bit again. But all the other violations had been corrected because I have visited that mobile home park every month for six months to make sure that all the other outstanding violations have been corrected. At least three of the four of these violations are actually a direct result of the tenants doing things without either his knowledge or without permission. And so he has indicated that he's going to be on top of getting those things taken care of with respect to items 1, 2 and 3 for Scotty's. And, again, the driveway is a little bit broken up, and there's a lot of potholes there. The question is whether or not it helps to support traffic control in that development or what the Village Board wants to do with respect to that driveway.

Michael Serpe:

Have the remodeling permits or the inspection permits been satisfied?

Jean Werbie-Harris:

I don't know. I didn't get a chance to talk to Ralph today. I'm not sure.

Michael Serpe:

And the trailer I believe has been moved? I think it's been moved. And I went through their parking lot accessway, not the greatest, but that trailer court's not the greatest. I think to redo that parking lot would probably be more valuable than all the trailers combined. In talking to the developer there he was hoping to maybe find a different use for that whole project. But apparently that's not happening any time soon. But with reference to the licenses I would move approval of the license subject to satisfaction of the violations that Jean mentioned to Scotty's and to Westwood with the exception of the parking lot because there's nothing that could be done at this time of the year anyway.

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Steve Kumorkiewicz:

A second with a comment. I second that but I've got a suggestion.

Monica Yuhas:

He seconded with a comment.

Steve Kumorkiewicz:

Motion by Mike, second by Steve. Further discussion? Steve.

Steve Kumorkiewicz:

I think we should do something about doing the road over there, make him make the road because it's ridiculous. He told me himself the plants are closed last winter actually. We couldn't do it. That means he knew he was going to do it, now he didn't do it. How long are we going to keep that? Patching up [inaudible].

Jean Werbie-Harris:

Well, and what he did was he did some patching while the plants were open. Things are just with the freeze/thaw cycle that's going on it's breaking things up a little bit more. And so it's up to the Board to decide whether or not any additional work or if there's certain spots or areas that should be cut out and just spots could be replaced as well. That would be up to the Board. But I will work with him in the spring again.

Monica Yuhas:

John, I have one quick question. Are your garbage trucks, public works vehicles, able to get in and out of that area easily?

John Steinbrink, Jr.:

Madam Chair and Board, we do garbage collection in that trailer park. And if we can't get in there it's more of an issue where the residents of that trailer park have multiple cars parking out there. We have been able for the last six months get in and out of there. Like you say, I do agree that the road is not in the greatest shape, but we have roads in the Village that aren't in the greatest shape either. So to answer your question, yes, we do go in there and pick up garbage on a weekly basis, and we are able to on a weekly basis.

Monica Yuhas:

Thank you.

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Michael Serpe:

Kathy had a question.

Kathy Goessl:

Also for Scotty's I'd like to state that his original check for fees NSF'd, and he did come in today and give us another check. And my staff didn't know that the first check went NSF. So I would also like to put on there that it's subject to his second check clearing the bank.

Michael Serpe:

I'll add that, too.

Monica Yuhas:

Clyde?

Clyde Allen:

Thank you. Thank you, Kathy. I guess it just adds on to my real dissatisfaction. We've heard things before, the promises how things were going to be cleaned up, how things were going to be better. I can understand the roadway right now. You cold patch it, it thaws, freezes, thaws. The other three issues I have a big, big problem with. The promises that were made, and now they come before us and they're still not done. And we've got to pass something with conditions set forth that should have been done a long time ago.

Jean Werbie-Harris:

These are actually new violations. All the ones from last year have been corrected. Those were all corrected in the spring when I went out there. And actually the mobile home park is in a lot better shape than it was a year ago at this time because those other three burned out condemned units were removed, and there's just basically empty spaces at those locations. And other garbage and the work that's being done, the businesses being operated in there that's all been taking care of. And some of the illegal decks and some of those other things have all been corrected as well. So these are just new issues.

Michael Serpe:

Keep in mind one thing this isn't the most desirable place to live. And the people that live there have a hard time rubbing two nickels together. And I drove through there the other day just to check because I knew this was coming forward. It's 100 percent better than it was a year ago. And John hit it right on the head, I didn't want to say it, he's the public works director, there are roads in the Village that aren't much better than that parking lot. You have to kind of feel sorry for people that can't afford houses like you and I live in, and they make the best with what they have. It's in a little nook out of the way, it's bothering nobody. And as long as the owners are

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willing to work with us that's all we can ask for. As far as the NSF we'll see how that goes and that's subject to.

Monica Yuhas:

Any additional comments? Mike do you want to amend your motion.

Michael Serpe:

I included it to Kathy's.

Monica Yuhas:

You included it, okay. We had a motion by Mike and a second by Steve. No more discussion?

**SERPE MOVED TO APPROVE THE 2013 LICENSES FOR THE MOBILE HOME PARKS SUBJECT TO THE CONDITIONS SET FOR BY STAFF THAT INCLUDE THE ROADWAY AT SCOTTY'S, 5310 75<sup>TH</sup> STREET, BE SCARIFIED AND RESURFACED BEFORE JUNE 15, 2013 AND THE SECOND CHECK CLEARED FOR THE LICENSE FEE PAID BY G. JOHN RUFFOLO; SECONDED BY SERPE; MOTION CARRIED 4-0.**

**I. Consider Operator License Applications on file.**

Clyde Allen:

Motion to approve operator license (Shaun Whatley).

Michael Serpe:

I'll second Clyde's motion.

Monica Yuhas:

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

**ALLEN MOVED TO APPROVE THE ISSUANCE OF AN OPERATOR LICENSE TO SHAUN WHATLEY THROUGH JUNE 30, 2014; SECONDED BY SERPE; MOTION CARRIED 4-0.**

**8. VILLAGE BOARD COMMENTS**

Monica Yuhas:

I just wanted to comment again about tonight with the promotion of Assistant Chief Roepke and our fire medics, fire fighters, the five that were given their badges and sworn in tonight. The

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department's growing. The Village is growing. We're doing a lot right, and it was nice to see everyone come out tonight. Any other comments?

**9. ADJOURNMENT**

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY ALLEN; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 7:05 P.M.**





## Resolution No. 12-46

# **Resolution Honoring Robert A. Ramsdell for 42 Years of Distinguished Service to the Village of Pleasant Prairie as a Member of the Police and Fire Commission**

*WHEREAS*, Robert A. Ramsdell was appointed to serve on the former Town of Pleasant Prairie's Police and Fire Commission on June 22, 1970, and;

*WHEREAS*, Robert A. Ramsdell, over a period of 42 years, has ensured that Pleasant Prairie's Police and Fire & Rescue departments were staffed with competent and motivated individuals who serve to protect the safety, health and welfare of this Village, and;

*WHEREAS*, Robert A. Ramsdell has always maintained the absolute integrity of the selection process during his evaluation of personnel under consideration for employment with Pleasant Prairie's public safety operations, and;

*WHEREAS*, Robert A. Ramsdell has always remained abreast of Village efforts and plans in order to make the most effective personnel decisions with deep consideration given to the context within which new public safety employees would be working, and;

*WHEREAS*, Robert A. Ramsdell has always taken his responsibilities as a citizen most seriously as demonstrated by his service on boards of other non-profit entities in the community in addition to his duties with the Police and Fire Commission, and;

*WHEREAS*, Robert A. Ramsdell's efforts on the Police and Fire Commission have made Pleasant Prairie a safer and better community as a result of his commitment to serve.

*NOW, THEREFORE BE IT RESOLVED*, by the Board of Trustees of the Village of Pleasant Prairie, that Robert A. Ramsdell be honored and thanked by the Village of Pleasant Prairie for his 42 years of dedicated service on the Pleasant Prairie Police and Fire Commission.

*Considered and adopted this 17<sup>th</sup> day of December, 2012.*

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*John P. Steinbrink, President*

Attest:

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*Jane M. Romanowski, Clerk*



**VILLAGE OF PLEASANT PRAIRIE  
RESOLUTION #12-47  
RESOLUTION OF THE VILLAGE BOARD OF TRUSTEES  
RECOGNIZING GEORGE E. MELCHER, DIRECTOR OF THE KENOSHA COUNTY  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
FOR HIS 39 YEARS OF DEVOTED PUBLIC SERVICE**

**WHEREAS**, George E. Melcher's 39 year planning career has included serving as Director of the Kenosha County Department of Planning and Development for the past 36 plus years. Prior to that time, he worked as a planner for the Southeastern Wisconsin Regional Planning Commission (SEWRPC); and

**WHEREAS**, George Melcher has served on numerous local, regional and statewide committees; and

**WHEREAS**, George Melcher was instrumental in developing a comprehensive revision of the zoning ordinance for Kenosha County, which is currently in effect in all towns within the county and was adopted by the Town of Pleasant Prairie in 1984; and

**WHEREAS**, George Melcher advocated for professional planning and standards that have benefited Pleasant Prairie and Kenosha County; and

**WHEREAS**, George Melcher was involved in the original efforts on the local level with the establishment of the WISPARK development in the then Town of Pleasant Prairie; and

**WHEREAS**, George Melcher has served on a wide variety of technical and planning steering committees in southeastern Wisconsin relating to sewer and water service areas, transportation issues, historic preservation, and environmental issues; and

**WHEREAS**, George Melcher has guided Kenosha County's new found growth as a strong urban county, located between two large metropolitan areas, in a positive way by directing the community progress through specific long-range comprehensive planning efforts; and

**WHEREAS**, over his 39 year career, George Melcher has become known and respected for his planning expertise within southeastern Wisconsin.

**NOW, THEREFORE, BE IT RESOLVED** on this 17<sup>th</sup> day of December, 2012 that the Village Board of Trustees hereby recognizes and thanks George Melcher for his 39 years of dedicated public service work.

ATTEST:

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

VILLAGE OF PLEASANT PRAIRIE

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

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



Office of the Village President  
**John P. Steinbrink**

# MEMORANDUM

**To:** Village Board of Trustees

**From:** John Steinbrink Sr.  
Village President

**DATE:** December 13, 2012

**Re:** Police & Fire Commission Appointment

I recommend Theresa Harold, 8449 110th Avenue, to the Police & Fire Commission. Ms. Harold will fill the commission seat vacated by Robert Ramsdell to May 1, 2016.

\* \* \* \* \*



## **MEMORANDUM**

**TO:** Village Board

**FROM:** Michael R. Pollocoff, Village Administrator

**DATE:** December 12, 2012

**SUBJECT:** Land and Building Lease Agreement between the Village of Pleasant Prairie and Verizon Wireless ("Verizon") for the Prairie Springs Park Site

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**Land and Building Lease Agreement** - This proposed Land and Building Lease Agreement ("Agreement") is for Verizon to occupy the northernmost tenant space within the multi-carrier equipment shelter located at 9951 Terwall Terrace within Prairie Spring Park, just east of the South Ball Fields, on a portion of Tax Parcel Number 92-4-122-204-0200. Verizon is requesting Village Board approval of the Agreement which sets forth terms, rules, rents and regulations for the facility.

Verizon intends to install: 1) six (6) antennas, at a height of 140 feet, on the existing 150 foot tower (owned and maintained by American Tower), 2) related telecommunication equipment within the existing 800 square foot multi-tenant equipment shelter (to be owned and maintained by the Village) located at the base of the tower, 3) associated cabling and related equipment connecting the equipment within the shelter to the monopole, 4) related utility and access easements, and 5) an emergency back-up generator east of the existing building within a relocated fenced lease area.

Verizon will need to enter into a separate (sub)lease agreement and any necessary easements with American Tower to locate its amenities on the tower and within the ground lease area.

### **Timeline for Prairie Springs Park Cellular Facility**

- December 13, 2010 - Plan Commission conditionally-approved the Site and Operational Plans and Conditional Use Permit for AT&T (American Tower) for the construction of a Commercial Communication Tower, Equipment Shelter and associated equipment.
- December 20, 2010 - Village Board conditionally-approved an Option and Lease Agreement with New Cingular Wireless PCS, LLC (d/b/a AT&T) for the proposed new cellular site.
- June 13, 2011 - Plan Commission conditionally-approved a 180 day time extension (until December 18, 2011) to satisfy the conditions of the December 13, 2010 Site and Operational Plans and Conditional Use Permit.
- June 20, 2011 - Village Board conditionally-approved an extension for the completion and execution of the Option and Lease Agreement for the proposed AT&T (American Tower) cellular facility until December 18, 2011.

- October 8, 2012 – Plan Commission conditionally-approved a Conditional Use Permit including Site and Operational Plans for Verizon Wireless to install six (6) antennas on the existing tower at a height of 140 feet; to install related telecommunication equipment within the existing multi-tenant equipment shelter at the base of the tower and to install an emergency stand-by generator east of the existing building within a relocated fenced area.

### **American Tower Cellular Facility Summary**

- This commercial communication facility is necessary in order to offer an uninterrupted, seamless wireless network providing cellular telephone service, voice paging and wireless data transmission service to this area of Pleasant Prairie.
- The existing 150 foot high monopole structure has been engineered and is constructed to accommodate multiple cellular carriers. In addition, the 800 square foot equipment shelter is a multi-carrier shelter, which currently houses AT&T and will accommodate the Verizon equipment along with other future co-locators. The multi-carrier tower and equipment shelter will negate the need for separate towers and equipment shelters on the site and will help to avoid the proliferation of additional communication facilities in this area of the Village.
- In order to maintain a consistent, pleasant, park-like ambiance, the multi-carrier equipment building is designed and constructed with the same exterior building materials as the existing ball fields pavilion located approximately 350 feet to the west.

**Rent** – The lease specifies that Verizon will pay the Village \$1,200/month in rent. Similar to the AT&T lease for this facility, in year 2 and each year thereafter, the rent amount for Verizon will increase by 3% over the rent paid the previous year.

**Plan Commission** – At its October 8, 2012 meeting, the Plan Commission reviewed and conditionally-approved a Conditional Use Permit and Site and Operation Plans for this Verizon facility.

### **RECOMMENDATION**

The Village staff recommends that the Village Board approve the Land and Building Lease Agreement between American Tower and the Village of Pleasant Prairie subject to the following:

1. Compliance with the October 18, 2012 Plan Commission conditional-approval of the Conditional Use Permit and Site and Operational Plans for the Prairie Springs Park facility.
2. The inclusion of the correct Exhibits, including Exhibit(s) as approved by the Plan Commission, in the Option and Lease Agreement.
3. The Agreement shall not be executed by the Village President until conditions #1 and #2 above are satisfied.

## LAND AND BUILDING LEASE AGREEMENT

This Lease Agreement (Land & Building) (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between Village of Pleasant Prairie, with its principal offices located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, WI 53158, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of the LESSOR's property is referred to hereinafter as the "Property"), located in Kenosha County, Wisconsin, as shown on the tax map of the Village of as recorded in the office of Kenosha County Register of Deeds, which portion consists of (i) approximately one hundred sixty-two (162) square feet of floor space within a multi-tenant equipment shelter ("Building") located on the Property (the "Interior Space"); and (ii) a 4' by 8' parcel of land to accommodate the Verizon natural gas generator located east of the Interior Space within the chain-link fenced area containing 32 square feet (the "Exterior Space"), together with the non-exclusive right (the "Ingress Right of Way") for ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of communications equipment, including the addition of a back-up power generator; the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between the Interior Space and the Exterior Space; and the right to install, maintain, replace and repair wires, cables, conduits and pipes over, under and along an 8 foot wide right of way (the "Utilities Right of Way") extending from the nearest public right-of-way, Terwall Terrace, to the Exterior Space. The Interior Space, Exterior Space, Ingress Right of Way, Cabling Space and Utilities Right of Way are hereinafter collectively referred to as the "Premises" and are shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone utility sources located within the Building, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR. Further, in the event any public utility is unable to use the Utilities Right of Way, the LESSOR hereby agrees to grant an additional right of way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". The parties agree that the documents attached as Exhibit A represent the October 8, 2012, Village of Pleasant Prairie Plan Commission-conditionally-approved Site and Operational Plans. Cost for such work shall be borne by the LESSEE.

3. DELIVERY. LESSOR shall deliver the Premises to LESSEE on the Commencement Date, as hereinafter defined, in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Commencement Date, the existing structure of the Building (including without limitation the roof, foundations, exterior walls), the common areas and all Building systems (including, without limitation, the plumbing, electrical, ventilating, air conditioning, heating, and loading doors, if any) are (a) in good operating condition and free of any leakage; (b) in compliance with all Laws (as defined in Paragraph 35 below); and (c) free of all hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representation and warranty contained in this Paragraph 3 is discovered at any time during the Term, as hereinafter defined, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense. LESSOR further represents and warrants to LESSEE that LESSOR has no knowledge of any claim having been made by any governmental agency that a violation of applicable building codes, regulations, or ordinances exists with regard to the Building, or any part thereof, as of the Commencement Date.

4. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Fourteen Thousand Four Hundred and No/100 Dollars (\$14,400) to be paid in equal monthly installments (\$1,200/month) on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in



LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises, as long as these services are supplied by the private electric and telephone utility service providers. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, PO Box 182727, Columbus, OH 43218. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by



giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

6. ANNUAL RENT INCREASES. The annual rent shall increase on each anniversary of the Commencement Date by three percent (3%) over the annual rent paid for the previous year.

7. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

8. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

9. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. During construction activities, a temporary security fence consisting of chain-link construction or similar but comparable construction may be placed around the perimeter of the Exterior Space (so long as the temporary fencing does not interfere with the (i) general operations of Prairie Springs Park, or (ii) operations of others lessees of this multi-carrier communications facility) at the discretion of the LESSEE. Upon the completion of construction activities, all temporary security fencing shall be taken down and removed from the Premises at the cost of the LESSEE. All improvements, including, but not limited to: (masonry) screening walls, generator(s), landscaping, equipment, antennas and conduits shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of LESSEE with proper approvals from the LESSOR. It is understood that any landscaping required by LESSOR in connection with the LESSEE improvements shall be maintained by LESSOR. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis and soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any building structural analysis is unsatisfactory; (v) LESSEE determines that any soil boring tests are unsatisfactory; (vi) LESSEE determines that the Premises is no longer technically compatible for its use, or (vii) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

10. MAINTENANCE.

a. During the Term, LESSEE will maintain the non-structural portions of the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of LESSOR pursuant to Paragraph 10.b below.

b. During the Term, LESSOR shall maintain, in good operating condition and repair, the structural elements of the Building and the Premises, and all Building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas. LESSOR shall repair any defect in the above within ninety (90) days, after receipt of written notice from LESSEE describing such defect, unless the defect constitutes an emergency, in which case LESSOR shall cure the defect as quickly as possible, but not later than five (5) working days after receipt of notice. If LESSOR fails to make such repairs, LESSEE may do so, and the cost thereof shall be payable by LESSOR to LESSEE on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws, or, at LESSEE's option, LESSEE may deduct such amounts paid out of any rents or other sums that may be due or owing under this Agreement. In the event of an emergency, LESSEE, at its option, may make such repairs at LESSOR's expense, before giving any written notice, but LESSEE shall notify LESSOR in writing within three (3) business days following such emergency.

11. INDEMNIFICATION. Subject to Paragraph 12 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

12. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and

earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

13. LIMITATION OF LIABILITY. Except for indemnification pursuant paragraphs 11 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 35 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon



a longer payment term, until such time as the removal of the fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property that is leased to the LESSEE, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Likewise, the LESSEE covenants that LESSOR, shall be entitled to peaceably and quietly have,

hold and enjoy the Property (outside of the Interior Space and Exterior Space) and that LESSEE shall refrain from interference in accordance with Paragraph 15 of this Agreement.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 4. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Pleasant Prairie  
Attn: Village Administrator  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Building or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Building, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Building, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Building and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and

LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy



now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this

Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Building, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of

use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

Signatures on next page

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

Village of Pleasant Prairie, a Wisconsin Municipal Corporation

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

Name: John P. Steinbrink

Its: Village President

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

**LESSEE:**

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

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

Lynn Ramsey

Its: Area Vice President Network

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

Exhibit A  
Description of Premises  
(see attached)

## Exhibit A

### Description of Premises

#### LESSEE'S LEASE PARCEL

A part of Lot 2 of Certified Survey Map No. 1806, recorded as Document No. 986607 of Kenosha County Records, located in the Southeast Quarter (SE1/4) of Section Twenty (20), Township One (1) North, Range Twenty-Two (22) East, Village of Pleasant Prairie, Kenosha County, Wisconsin containing 600 square feet (0.014 acres) of land and being described by:

Commencing at the Southeast Corner of said Section 20; thence N02'-57'-10"W along the East line of the SE1/4 of said Section 20, a distance of 1382.05 feet; thence S87'-02'-50"W 1399.41 feet to the point of beginning; thence S84'-47'-52"W 40.00 feet; thence N05'-12'-08"W 15.00 feet; thence N84'-47'-52"E 40.00 feet; thence S05'-12'-08"E 15.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

#### LESSEE'S ACCESS EASEMENT

An Access Easement being a part of Lot 2 of Certified Survey Map No. 1806, recorded as Document No. 986607 of Kenosha County Records, located in the Southeast Quarter (SE1/4) of Section Twenty (20), Township One (1) North, Range Twenty-Two (22) East, Village of Pleasant Prairie, Kenosha County, Wisconsin containing 2,676 square feet (0.061 acres) of land and being described by:

Commencing at the Southeast Corner of said Section 20; thence N02'-57'-10"W along the East line of the SE1/4 of said Section 20, a distance of 1382.05 feet; thence S87'-02'-50"W 1399.41; thence S84'-47'-52"W 40.00 feet to the point of beginning; thence continue S84'-47'-52"W 48.03 feet; thence N03'-31'-11"E 38.16 feet; thence N17'-14'-12"W 106.71 feet to the Southerly right-of-way line of Terwall Terrace (88th Drive); thence N71'-00'-58"E along said Southerly right-of-way line, a distance of 15.01 feet; thence S17'-14'-12"E 109.92 feet; thence S03'-31'-11"W 23.43 feet; thence N84'-47'-52"E 30.55 feet; thence S05'-12'-08"E 15.00 feet to the point of beginning.

#### LESSEE'S UTILITY EASEMENT

An Utility Easement being a part of Lot 2 of Certified Survey Map No. 1806, recorded as Document No. 986607 of Kenosha County Records, located in the Southeast Quarter (SE1/4) of Section Twenty (20), Township One (1) North, Range Twenty-Two (22) East, Village of Pleasant Prairie, Kenosha County, Wisconsin containing 2,149 square feet (0.049 acres) of land and being described by:

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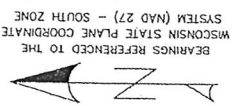
### Parent Parcel

Lot 2 of Certified Survey Map No. 1806, being a part of the SE 1/4 of Section 19 and part of the NW, NE, SE & SW 1/4's of Section 20, Township 1 North of Range 22 East, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

Exhibit B

Survey

(see attached)



BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD 27) - SOUTH ZONE

1	05-03-12	FINAL
2	11-20-12	NEW TOPOGRAPHY & NEW UTILITIES
3	11-30-13	FINAL

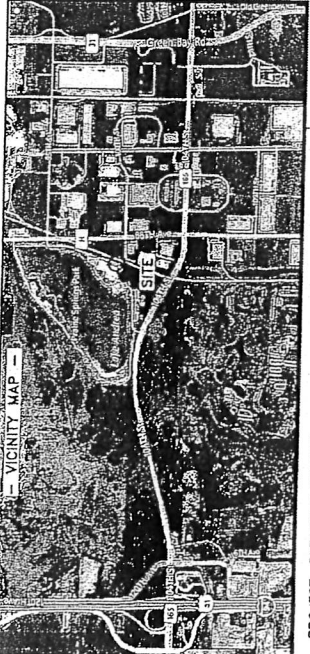
DWG. FILE: 274644  
 PRJT. NO.: 2120419  
 DRAWN BY: BJB CHECKED BY: BJB  
 NOTEBOOK: P-353 PAGE(S) 9-9

**aerometric**

Land Survey & Design  
 280-467-3881 800-546-6707  
 1525 TECHNOLOGY PARKWAY  
 SHEBOYGAN, WISCONSIN 53089

SITE NO. 2012769624  
 SITE NAME:  
 PLEASANT PRAIRIE & 94  
 9951 TERWALL TERRACE  
 PLEASANT PRAIRIE, WI 53158

AME MAP NO. D-23989  
 SHEET 1 OF 4



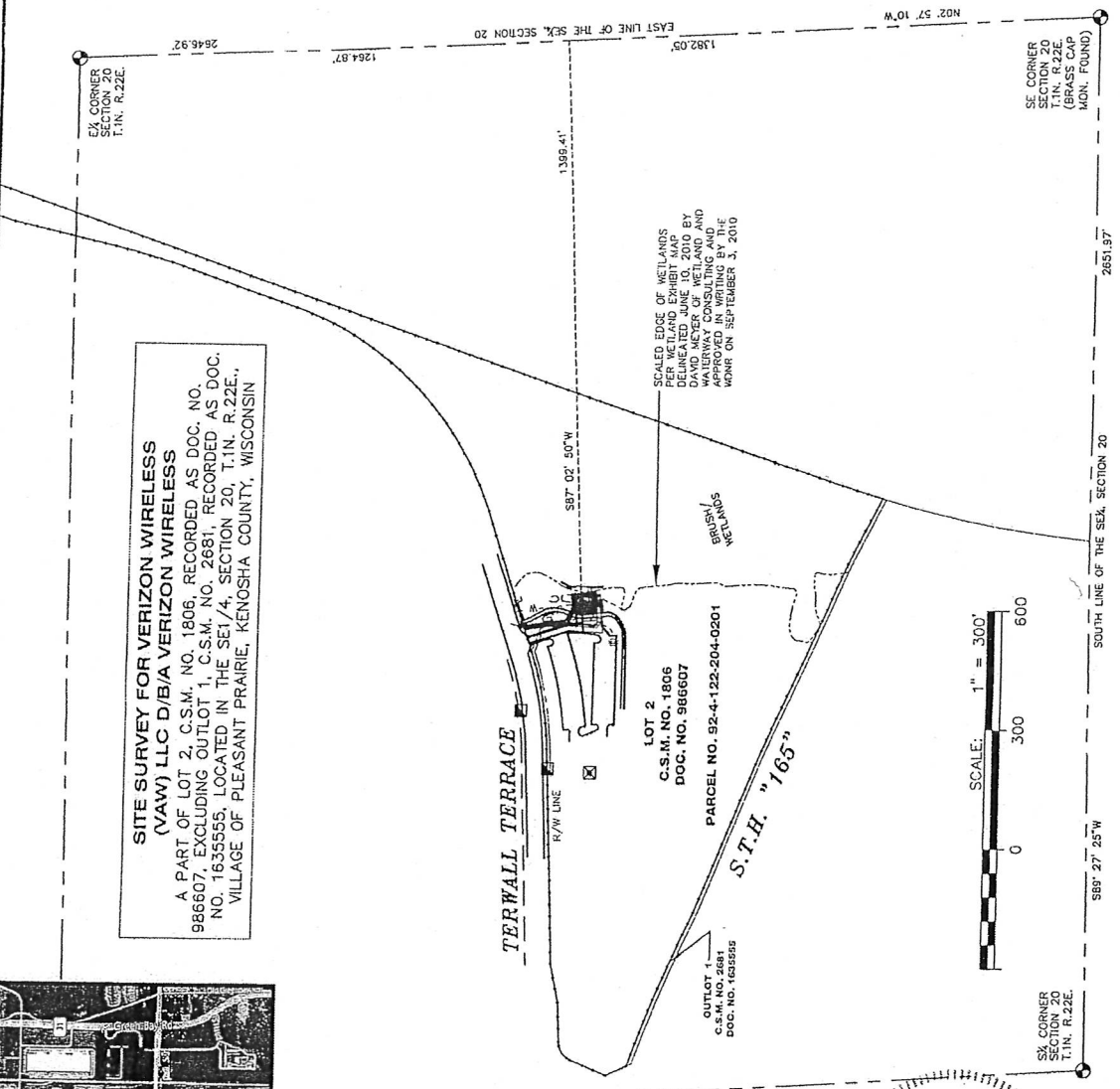
PROJECT: PLEASANT PRAIRIE & 94 #227644  
 PREPARED FOR:  
 TESH CONSULTING GROUP  
 600 BUSSE HILL ROAD  
 PARK RIDGE, IL 60068  
 PHONE (847) 698-6400  
 FAX (847) 698-6401

PROPERTY OWNER:  
 VILLAGE OF PLEASANT PRAIRIE  
 5915 39TH AVENUE  
 PLEASANT PRAIRIE, WISCONSIN 53158  
 PARCEL NO. 92-4-122-204-0201  
 PROPERTY CLASS: COMMERCIAL

- LEGEND**
- = COUNTY PLSS CORNER
  - = TELEVISION PEDESTAL
  - = GROUNDING PORT
  - = EXISTING CONDUIT
  - = METAL POST
  - ⊗ = ELECTRIC TRANSFORMER
  - ⊕ = WATER VALVE
  - ⊖ = WOOD FENCE POST
  - ⊗ = EXISTING DOOR
  - ⊕ = TELEPHONE PEDESTAL
  - = PROPERTY LINE
  - = BURIED ELECTRIC
  - - - = EDGE OF BRUSH
  - ~ ~ ~ = SPOT ELEVATION
  - P.O.B. = POINT OF BEGINNING

**SITE SURVEY FOR VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS**

A PART OF LOT 2, C.S.M. NO. 1806, RECORDED AS DOC. NO. 986607, EXCLUDING OUTLOT 1, C.S.M. NO. 2681, RECORDED AS DOC. NO. 1635555, LOCATED IN THE SE1/4, SECTION 20, T.1N. R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



**SURVEYOR'S CERTIFICATE**

I, Brett J. Becker, Wisconsin Professional Land Surveyor No. 25928, certify that I have personally surveyed and measured the property and easements shown on the map shown to a true and accurate representation of the actual conditions on the ground to the best of my knowledge and belief.

ALSO

I, Brett J. Becker, hereby certify that upon review of the FEMA Flood Hazard Map for the area shown on the map shown to a true and accurate representation of the actual conditions on the ground to the best of my knowledge and belief.

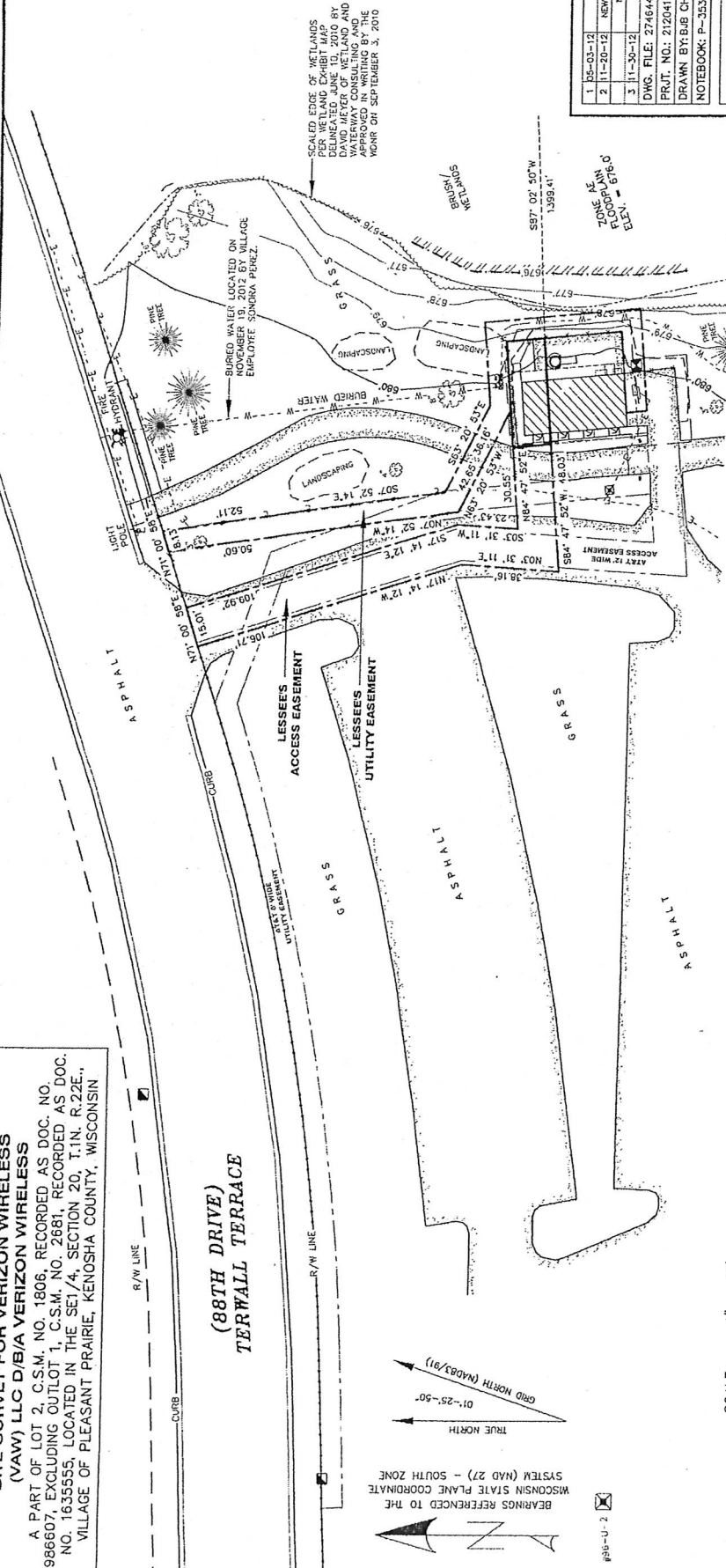
Dated this 30th day of November, 2012.

*Brett J. Becker*  
 WISCONSIN PROFESSIONAL LAND SURVEYOR  
 Brett J. Becker, S-2528



**SITE SURVEY FOR VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS**  
 A PART OF LOT 2, C.S.M. NO. 1806, RECORDED AS DOC. NO. 966607, EXCLUDING OUTLOT 1, C.S.M. NO. 2681, RECORDED AS DOC. NO. 1635555, LOCATED IN THE SE 1/4, SECTION 20, T.1N. R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**(88TH DRIVE) TERWALL TERRACE**



NOTE: FEMA FIRM FLOOD INSURANCE RATE MAP PANEL 550813 0010 B, THE PROPOSED LEASE TOWER AND ACCESS EASEMENT ARE WITHIN THE 100 YEAR FLOODPLAIN, PURSUANT TO THE FEMA PLAINES RIVER WATERSHED STUDY, ZONE AE ELEVATION = 676.0' AS ILLUSTRATED

EXISTING MONOPOLE  
 Latitude: 42°-31'-36.81"  
 Longitude: 87°-55'-04.83"  
 (Per North American Datum of 1983/91)

Ground Elevation: 680.0'  
 Top of Tower Elevation: 830.0'  
 Top of Lightning Rod Elevation: 835.8'  
 (Per National Geodetic Vertical Datum of 1988)

**LEGEND**

- COUNTY PLS CORNER
- TELEVISION PEDestal
- EXISTING PORT
- EXISTING CONDUIT
- METAL POST
- ELEC TRIC TRANSFORMER
- WATER VALVE
- HOOD FENCE POST
- EXISTING DOOR
- TELEPHONE PEDestal
- PROPERTY LINE
- BURIED ELEC TRIC
- EXISTING FENCE LINE
- EDGE OF BRUSH
- 733x8
- SPOT ELEVATION
- P.O.B. = POINT OF BEGINNING

1	05-03-12	FINAL
2	11-20-12	NEW TOPOGRAPHY & NEW UTILITIES
3	11-30-12	FINAL

DWG. FILE: 274644  
 PRIT. NO: 2120419  
 DRAWN BY: BAB CHECKED BY: BAB  
 NOTEBOOK: P-353 PAGE(S): 8-9

**aerometric**  
 Land Survey & Design  
 202-457-5831 809-568-8797  
 4500 W. WISCONSIN AVE.  
 SHEBOYGAN, WISCONSIN 53083

SITE NO. 2012769624  
 SITE NAME:  
 PLEASANT PRAIRIE & 94  
 9951 TERWALL TERRACE  
 PLEASANT PRAIRIE, WI 53138

AME SHEET NO. D-25989  
 SHEET 2 OF 4

SCALED EDGE OF WETLANDS PER WETLAND EXHIBIT MAP DELINEATED JUNE 13, 2010 BY WETLANDS CONSULTANTS, INC. WATERWAY TECHNOLOGIES, INC. APPROVED IN WRITING BY THE WDNR ON SEPTEMBER 3, 2010

ZONE AE FLOODPLAIN ELEV. = 676.0

S87° 02' 50" W 1,359.41'

BRUSH PILES

BURIED WATER LOCATED ON NOVEMBER 13, 2010 BY VILLAGE EMPLOYEE SONDKA PERZL

BURIED WATER

BURIED WATER

BURIED WATER

BURIED WATER

BURIED WATER

BURIED WATER

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BURIED WATER

BURIED WATER

BURIED WATER

**SITE SURVEY FOR VERIZON WIRELESS (VAV) LLC D/B/A VERIZON WIRELESS**

A PART OF LOT 2, C.S.M. NO. 1806, RECORDED AS DOC. NO. 986607, EXCLUDING OUTLOT 1, C.S.M. NO. 2681, RECORDED AS DOC. NO. 1635555, LOCATED IN THE SE 1/4, SECTION 20, T.1N. R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

LEGEND	
	COUNTY Plls CORNER
	TELEVISION PEDESTAL
	GROUNDING PORT
	EXISTING CONDUIT
	METAL POST
	ELECTRIC TRANSFORMER
	WATER VALVE
	WOOD FENCE POST
	EXISTING DOOR
	EXISTING PEDESTAL
	TELEPHONE PEDESTAL
	PROPERTY LINE
	BURIED ELECTRIC
	EXISTING FENCELINE
	EDGE OF BRUSH
	SPOT ELEVATION
	POINT OF BEGINNING

**BENCHMARK INFORMATION:**

SITE BENCHMARK: (BM A)  
CHISELED "X" SET ON SOUTH  
EDGE OF TOWER CONCRETE PAD  
ELEVATION = 680.82'

**EXISTING MONOPOLE**

Latitude: 42°-31'-36.81"  
Longitude: 87°-55'-04.83"  
(Per North American Datum of 1983/91)  
Ground Elevation: 680.0'  
Top of Tower Elevation: 830.0'  
Top of Lightning Rod Elevation: 835.8'  
(Per National Geodetic Vertical Datum of 1988)



**SURVEYOR'S CERTIFICATE**

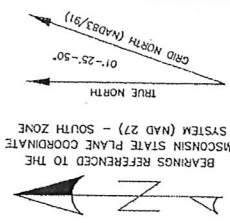
I, Brett J. Becker, Wisconsin Professional Land Surveyor of Aerometric Land Survey & Design, certify that I have surveyed the described property and that the accompanying map is an accurate representation thereof to the best of my knowledge and belief.

ALSO

I, Brett J. Becker, hereby certify that upon review of the FEMA map, parcel No. 550613 0010 B, and the Wisconsin DNR wetlands inventory map, Parcel No. 1806, I have determined that the proposed tower and antenna as defined by FEMA nor a wetland as defined by the Wisconsin DNR.

Dated this 30th day of November, 2012.

*Brett J. Becker*  
WISCONSIN PROFESSIONAL LAND SURVEYOR  
Brett J. Becker, S-2928



SCALED EDGE OF WETLANDS PER WETLAND EXHIBIT MAP DELINEATED JUNE 10, 2010 BY AEROMETRIC LAND SURVEY & DESIGN AND WATERWAY CONSULTING AND APPROVED IN WRITING BY THE WMDM ON SEPTEMBER 3, 2010

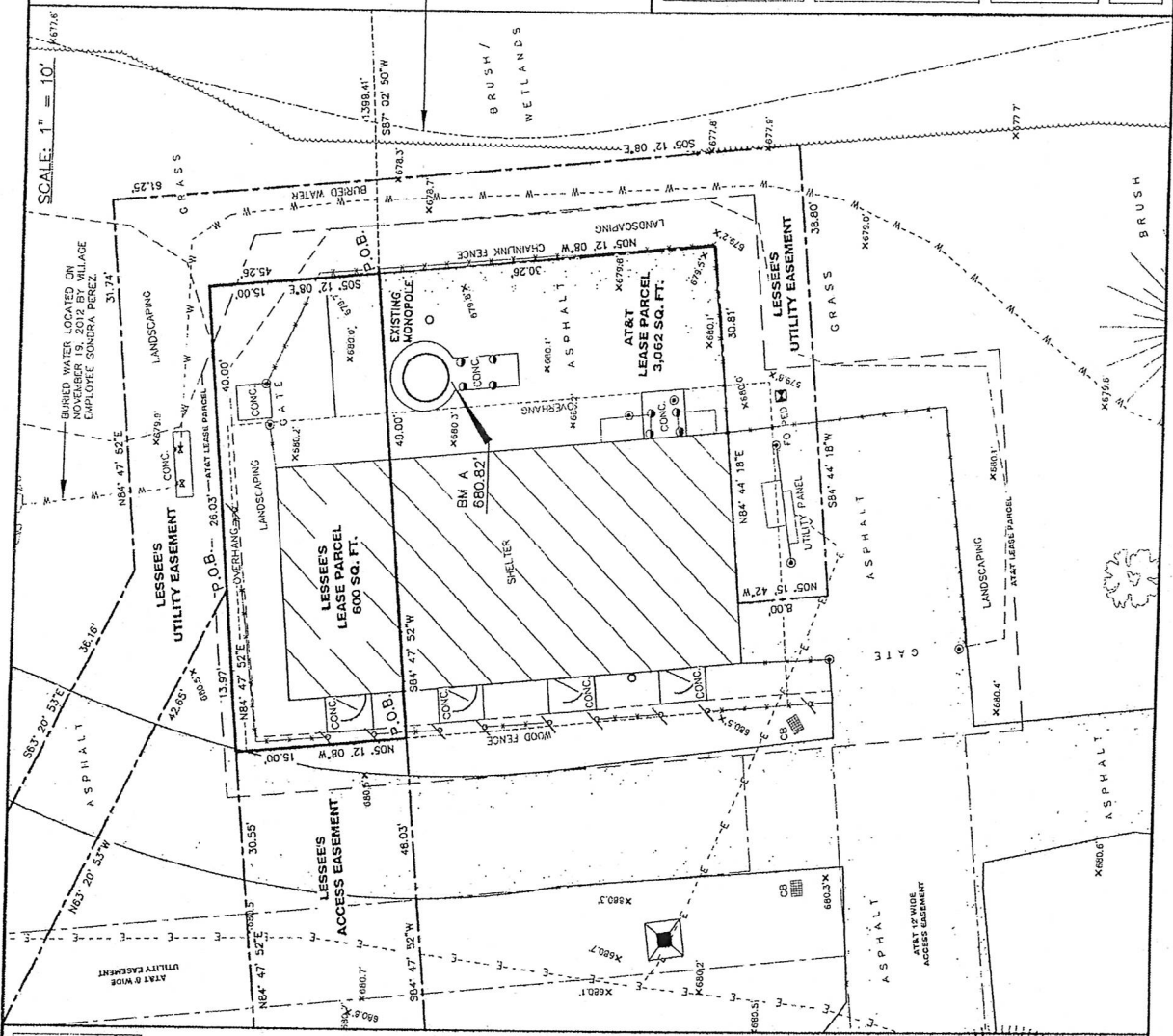
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2	11-20-12	NEW TOPOGRAPHY & NEW UTILITIES
3	11-20-12	FINAL

DWG. FILE: 2748444  
PRJ. NO.: 2120419  
DRAWN BY: BJB CHECKED BY: BAB  
NOTEBOOK: P-353 PAGE(S) 8-9

**aerometric**  
Land Survey & Design  
920-452-5631 800-585-8700  
4620 TECHNOLOGY PARKWAY  
SHEBOYGAN, WISCONSIN 53089

SITE NO. 2012769624  
SITE NAME:  
PLEASANT PRAIRIE & 94  
8951 TERRELL TERRACE  
PLEASANT PRAIRIE, WI 53158

AME MAP NO. D-23989  
SHEET 3 OF 4



**SITE SURVEY FOR VERIZON WIRELESS**  
**(VAW) LLC D/B/A VERIZON WIRELESS**  
 A PART OF LOT 2, C.S.M. NO. 1806, RECORDED AS DOC. NO. 986607, EXCLUDING OUTLOT 1, C.S.M. NO. 2681, RECORDED AS DOC. NO. 1635555, LOCATED IN THE SE1/4, SECTION 20, T.1N, R.22E., VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**LESSEES LEASE PARCEL**

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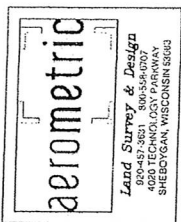
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1	05-03-12	FINAL
2	11-20-12	NEW TOPOGRAPHY & NEW UTILITIES
3	11-20-12	FINAL
DWG. FILE: 274644		
PRJT. NO.: 2120419		
DRAWN BY: BAB CHECKED BY: BAB		
NOTEBOOK: P-353 PAGE(S) 8-9		



**SITE NO. 2012769624**  
**SITE NAME:**  
**PLEASANT PRAIRIE & 94**  
 9951 TERWALL TERRACE  
 PLEASANT PRAIRIE, WI 53168

**AME MAP NO. D-23989**  
**SHEET 4 OF 4**

**WISCONSIN**  
 BRETT J. BECKER  
 S-2928  
 SHEBOYGAN  
 (WIS.)  
 Surveyor  
 November 15, 2012



# MEMO

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

TO: Mike Pollocoff/Village Administrator  
Jane Romanowski/Village Clerk

FROM: Mike Spence/Village Engineer

DATE: December 11, 2012

SUBJ: Amendment Two  
Community Development Block grant-Emergency Assistance Contract  
Contract CDBG-EAP #08-68

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In December 2009, the Village applied for a Community Development Block Grant (CDBG) to receive funds through the U.S. Department of Housing and Urban Development to address flooding issues in six areas of the Village.

In May 2010, the Village was notified funds would be awarded for the South Kenosha grant area. It is situated in the eastern portion of the Village near a primary environmental corridor. The general boundaries of the grant area are 90<sup>th</sup> Street to the north, 27<sup>th</sup> Avenue to the west, Springbrook Road to the south, and 22<sup>nd</sup> Avenue to the east. The area includes residential properties and the former Manutronics site, which is owned by the Community Development Authority. The existing topography in the grant area is such that adequate drainage is not present. Properties in the area experienced residential basement flooding and localized flooding during the 2008 and 2009 storm events.

Through the award of CDBG-EAP funds, the Village hired Contractors who demolished part of the Manutronics Building to increase the storm sewer capacity by constructing an adequately sized natural channel and installed a storm sewer system to prevent future flooding problems.

Approximately \$65,000 remains on the Contract. I asked the State to extend the Contract for 1 year until December 31, 2013 and to allow the Village construction crew to install additional stormwater swales in the area to supplement the work already performed. The attached amendment two allows for this to occur. I am asking that the Board approve Amendment Two.

**AMENDMENT TWO  
TO  
COMMUNITY DEVELOPMENT BLOCK GRANT – EMERGENCY ASSISTANCE CONTRACT  
BETWEEN**

**THE STATE OF WISCONSIN  
AND THE  
VILLAGE OF PLEASANT PRAIRIE**

**CONTRACT CDBG-EAP #08-68**

This Contract, made and entered into by and between the State of Wisconsin, Department of Administration and the Village of Pleasant Prairie, is hereby amended, pursuant to Article 15, as follows:

1. Replace General Terms and Conditions with the attached General Terms and Conditions
2. Add one year to the Contract Performance Period.
3. Add installation of drainage swales to the contracts scope of work and time table

In order to accomplish the above, the original Contract CDBG-EAP #08-68, signed July 28, 2010, is changed as follows:

Contract GENERAL TERMS AND CONDITIONS

The entirety of the GENERAL TERMS AND CONDITIONS of the original contract, and all Amendments, are replaced with the attached updated GENERAL TERMS AND CONDITIONS. The original Terms and Conditions were those in effect at the time Contract 08-68 was executed. The updated Terms and Conditions reflect current contractual obligations and requirements required by the Department of Administration and the federal Department of Housing and Urban Development.

In Attachment B, PERIOD OF PERFORMANCE AND NOTICES, the second paragraph is changed to read as follows:

The Performance Period for this contract is May 18, 2010 to December 31, 2013.

The end date of the Contract is extended to December 31, 2013 from the amended end date of December 31, 2012. This extension is for the purpose of completing stormwater management activities in the South Kenosha area that was damaged by flooding during the Federally-declared Disaster Period of June 5, 2008 through July 25, 2008.

In Attachment C, OBJECTIVES/SCOPE OF WORK AND TIMETABLE, modify the timetable starting with December 31, 2011 as follows:

<u>ON OR BEFORE</u>	<u>ACCOMPLISHMENTS</u>
December 31, 2012	- Submit Beneficiaries Data Report and Accomplishments Report. - Describe progress and/or any delays. - Arrange for audit, if necessary.
January 15, 2013	- Submit audit-scheduling letter to Division of Housing.
March 19, 2013	- Submit Semi-Annual Labor Standards Enforcement Report.
March 31, 2013	- Continue drainage swale construction activities. - Submit Beneficiaries Data Report and Accomplishments Report. Describe progress and/or any delays.
June 30, 2013	- Continue drainage swale construction activities. - Submit Beneficiaries Data Report and Accomplishments Report. Describe progress and/or any delays.
September 19, 2013	- Submit Semi-Annual Labor Standards Enforcement Report.
September 30, 2013	- Continue drainage swale construction activities. - Submit Beneficiaries Data Report and Accomplishments Report. Describe progress and/or any delays.
December 31, 2013	- Complete construction of South Kenosha Drainage Swale Project. - Complete closeout report, Beneficiaries Data Report, Accomplishments Report and Final Labor Standards Complaint Report. Submit to Division of Housing. - Arrange for audit, if necessary.
January 15, 2014	- Submit audit-scheduling letter to Division of Housing.

In Attachment F, BUDGET, change BUDGET to read as follows:

H.1	Construction of stormwater management activities in the South Kenosha grant area.	1,188,000
H.2	Administration	<u>6,300</u>
	<b>TOTAL PROGRAM BUDGET</b>	<b>\$1,194,300</b>

All other requirements of the contract will remain as stated.

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

VILLAGE OF PLEASANT PRAIRIE

\_\_\_\_\_  
Lisa J. Marks, Administrator  
Division of Housing

\_\_\_\_\_  
John P. Steinbrink, President  
Village of Pleasant Prairie

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **GENERAL TERMS AND CONDITIONS**

## **ARTICLE 1. REVIEW**

Liaison with the Department shall be through the Administrator of the Division of Housing or person designated by the Administrator, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

## **ARTICLE 2. APPLICABLE LAW**

This Agreement shall be governed under the laws of the State of Wisconsin and the United States. Where applicable, the Grantee shall comply with local laws, ordinances, and regulations in effect during the period of this Agreement.

## **ARTICLE 3. IDENTIFICATION AND AVAILABILITY OF FUNDS**

The source of program funding for this Agreement is described in the ATTACHMENTS.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds. Termination of this Agreement for lack of appropriations shall be without penalty.

## **ARTICLE 4. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

## **ARTICLE 5. PERIOD OF PERFORMANCE AND NOTICES**

Except for Survival Requirements (ARTICLE 4), the Performance Period is the term of this Agreement. The Period of Performance under this Agreement is as defined in the ATTACHMENTS.

All notices, demands, or requests under this Agreement shall be in writing to the addresses listed in the ATTACHMENTS.

## **ARTICLE 6. OBJECTIVES/SCOPE OF WORK**

The eligible activities under this Agreement are summarized in the ATTACHMENTS. In the event of a conflict between the summary in the ATTACHMENTS and the application and/or other supporting documents previously submitted to the Department by the Grantee, the ATTACHMENTS shall control.

The Grantee shall supply all necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the eligible activities set forth in the ATTACHMENTS. The Grantee shall provide the services in accordance with applicable professional standards.

## **ARTICLE 7. SUBCONTRACTS/ASSIGNMENTS**

The Grantee shall not assign or subcontract all or any part of the administrative work under this Agreement without prior written notification to the Department. The Department reserves the right to reject any subgrantee after notification. The Grantee must provide the Department with a copy of any executed subcontract or accepted subgrantee bid for the purpose of administering this Agreement that relates to activities funded under this Agreement. The Grantee shall be responsible for all matters involving any subgrantee engaged under this Agreement, including Agreement compliance, performance, and dispute resolution between itself and a subgrantee. The Department bears no responsibility for subgrantee compliance, performance, or dispute resolution hereunder.

**ARTICLE 8. REPORTING**

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the ATTACHMENTS, and shall comply with all other applicable regulations.

**ARTICLE 9. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds, in whole or part, if any required report is not timely provided to the Department upon request or as required under any provision of this Agreement, or if the Grantee has not complied with the terms of this Agreement. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other Agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance, may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 10. TERMINATION OF AGREEMENT FOR CAUSE**

The Department reserves the right to terminate this Agreement in whole or in part without penalty effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

**ARTICLE 11. TERMINATION OF AGREEMENT**

Notwithstanding and in addition to the right to terminate the Agreement in Article 10 above, the Department may terminate this Agreement at any time at its discretion by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the Department. The Grantee may terminate this Agreement by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination.

**ARTICLE 12. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all applicable federal and state laws, ordinances, and regulations which are in effect during the performance period of this Agreement and which in any manner affect the Grantee's work or conduct.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents, and employees for all suits, actions, or claims of any character brought for or as a result of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or any of its subgrantees, in prosecuting work under this Agreement. If Grantee is a federally recognized American Indian Tribe or Band, or an Authority, this Article shall not be construed as a waiver of tribal sovereign immunity and local ordinances or regulations may not apply.

**ARTICLE 13. CAPTIONS AND TERMS**

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement. Terms used but not specifically defined herein shall have the meaning defined by the Department.



**ARTICLE 14. PARTIAL INVALIDITY OF AGREEMENT**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

**ARTICLE 15. AMENDMENT**

Any amendment to this Agreement is at the discretion of the Department and must be by written amendment to this Agreement between the Department and the Grantee.

**ARTICLE 16. SPECIAL CONDITIONS**

Special Conditions incorporated as part of this Agreement are described in the ATTACHMENTS.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 17. METHOD OF PAYMENT**

Payments are to be used exclusively for expenses incurred during the Performance Period of this Agreement. Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement as the ATTACHMENTS.

Request for final payment of any and all funds awarded by this Agreement, including project and administrative funds, must be received by the Department or other appropriate governmental agency or entity within 90 days of the end of the Performance Period or termination of this Agreement unless otherwise specifically provided for in the ATTACHMENTS.

Costs incurred prior to the effective date of the Agreement whether or not they would have been allowable hereunder if incurred after such date are only allowable if specifically provided for in the ATTACHMENTS.

**ARTICLE 18. VARIANCES**

Variations may be permitted as set forth in the ATTACHMENTS. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes must be made by an amendment to this Agreement.

**ARTICLE 19. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds, which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

**ARTICLE 20. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. The word "funds" as used in this Article does not include Program Income.

#### **ARTICLE 21. PROGRAM INCOME**

Program Income means gross income received by the Grantee which is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all contracted funds obtained from the Department; proceeds derived after Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition. Program Income may be further described in the ATTACHMENTS.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source described in the ATTACHMENTS. If at any time changes in the use of Program Income are considered, the Grantee must submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee further agrees to return the Program Income balance and any additional Program Income accrued to the Department by January 31 of the following year.

#### **ARTICLE 22. FINANCIAL MANAGEMENT**

The Grantee shall maintain a financial management system which complies with the rules and regulations required by the Program funding source described in the ATTACHMENTS and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

### **ADMINISTRATIVE TERMS AND CONDITIONS**

#### **ARTICLE 23. PROCUREMENT**

The Grantee shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value of the transactions, in a manner that provides maximum open and free competition.

#### **ARTICLE 24. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

#### **ARTICLE 25. BONDING AND INSURANCE**

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

**ARTICLE 26. PUBLICATIONS and SOFTWARE DEVELOPMENT**

The Department reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all materials and software developed from the program. All printed materials funded in whole or in part under this Agreement shall contain the following statement:

"This publication (or article, report, document) is funded (in whole or in part) by the Wisconsin Department of Administration, Division of Housing".

**ARTICLE 27. RECORD KEEPING AND CONFIDENTIALITY**

The Grantee shall establish a record keeping system that conforms to the rules and regulations required by the Program funding source described in the ATTACHMENTS and/or to standards established by the Department to assure that the Agreement is in compliance with all applicable regulations. The system shall provide an historic account of Agreement activities for examination and review by anyone authorized by the Department. Records shall be maintained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer.

The minimum acceptable records for administrative purposes of this Agreement consist of:

- 1) Documentation of employee time;
- 2) Documentation of all materials, supplies, and travel expenses;
- 3) Inventory records and supporting documents for allowable equipment purchased to carry out the scope of work of the project;
- 4) Documentation and justification of the methodology used for any in-kind contributions;
- 5) Justification supporting allocation of space charges or other indirect cost allocation methods;  
and
- 6) Any other records which support charges incurred.

The Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other Agreements, projects, and programs.

Except as required by the Department, disclosure by the Grantee of any information concerning beneficiaries who receive services from the Grantee is prohibited. The Grantee is responsible for obtaining all necessary, informed, written consent of the beneficiaries or the beneficiaries' legal guardians when the beneficiaries apply to the Grantee so that this Agreement can be properly administered by the Grantee and audited by the Department.

**ARTICLE 28. EXAMINATION OF RECORDS**

Documents related to this Agreement shall be made available for review by the Department during normal business hours.

The Department shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, the Grantee shall provide copies in such form as may be requested by the Department. Such material must be retained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer. See Attachment G, Special Conditions, for specific program requirements. This provision shall also apply in the event of termination of this Agreement.

**ARTICLE 29. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. The following requirements apply:

NOTE: The funding source (federal or state) of this grant is identified in the ATTACHMENTS.

### **Federal Funded Awards:**

**Governmental Grantees**, or their assignees, including Non-Profit and For-Profit assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources, shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

**Non-Profit Grantees**, or their assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996) and OMB Circular A-133. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

**For-Profit Grantees**, or their assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments listed by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$500,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

### **State Funded Awards:**

**Governmental, Non-Profit, and For-Profit Grantees**, or their assignees, that **expend** \$100,000 or more in a single year from awards which funding originated from State Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

If the combined total **expended** from all funding originating from State Government sources is less than \$100,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

### **Submit a total of 2 copies to:**

Send one (1) copy of the Audit along with the Management Letter to each of the addresses shown below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor. If the auditor does not issue a Management letter, the Grantee shall submit a written assurance to the Grantor/State that a Management Letter was not submitted because the audit firm did not issue one. Documents issued by the auditor, which contain information comparable to that which would be issued in a Management Letter, under another title shall be considered Management

for purposes of this agreement. Include a copy of the firm's most recent quality/peer review report, including any accompanying letter of findings.

Single Audit Coordinator  
DOA Division of Administrative Services  
101 E Wilson Street, 9<sup>th</sup> floor  
PO Box 7869  
Madison, WI 53707-7869

Program Manager  
(See attachment B for Division of Housing Contact)

## **ASSURANCES**

### **ARTICLE 30. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

#### Non-discrimination

No eligible household shall be denied any services enumerated in this Agreement or be subjected to unlawful discrimination because of age, race, religion, color, handicap, sex, physical condition, or developmental disability.

In accordance with subch. II, Chapter 111 of the Wisconsin Statutes, the Grantee shall not discriminate in employment against properly qualified individuals by reason of their age, race, creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state or of the use or nonuse of lawful products off the employer's premises during nonworking hours. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of the nondiscrimination clause.

#### Affirmative Action Plan

An Affirmative Action Plan is required from any Grantee who receives an award from the Department in excess of twenty-five thousand (\$25,000) or more, and who has an annual work force of twenty-five (25) or more employees as of the Agreement date. Grantees with an annual work force of less than twenty-five (25) employees, in lieu of a written affirmative action plan, are required to have on file with the Division a completed and signed exemption form. General purpose units of government and Federally-Recognized Indian Tribes or Bands are exempt from this requirement.

"Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment; (2) internal and external dissemination of the policy; (3) assignment of key employee as the equal opportunity officer; (4) a workforce analysis that identifies job classification where representation of workers, minorities and the disabled is deficient; (5) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balance of work force; (6) revision of all employment practices to ensure that they do not have discriminatory effects; and (7) establishment of internal monitoring and reporting systems to measure progress regularly.

Within fifteen (15) days after the award of this Agreement, the Grantee shall submit the written Affirmative Action Plan to the Department of Administration, Contract Compliance, Affirmative Action Office, PO Box 7867, Madison, Wisconsin 53707-7867. No extensions of this deadline shall be granted. Grantees are encouraged to contact this office at 608-266-2605 for technical assistance on Equal Opportunity.

#### Equal Opportunity

Grantees are obligated to ensure that persons with limited English proficiency (LEP) have meaningful and equal access to benefits and services. This assistance goes beyond provision of brochures in Spanish,

Hmong, or any other language. As some individuals may not read English, or another language, the Grantee must have a mechanism to communicate orally with people with limited English proficiency.

Grantees are obligated to ensure that eligible households shall have equal access to benefits and services enumerated in this Agreement without regard to actual or perceived sexual orientation, gender identity, or marital status as stated in 24 CFR Section 5.105(a)(2).

### **ARTICLE 31. DISCLOSURE**

If a state public official as defined by s. 19.42, Wis. Stats., or an organization in which a state public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and of the Department.

### **ARTICLE 32. FAIR HOUSING**

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

### **ARTICLE 33. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business, local business, woman-owned, and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for Agreements or subcontracts to be performed utilizing these funds.

The Grantee shall keep records of the extent (number and dollar amount) of participation by the above-specified businesses, including owners, and assess the results of its efforts to encourage the use of such businesses.

### **ARTICLE 34. GRANTS MANAGEMENT REQUIREMENTS**

Dependent on the nature of your program, the following U.S. Office of Management and Budget (OMB) Circulars apply:

Although there are six grant circulars, the Grantee is only covered by three, depending on type of entity as follows:

#### **States, local governments, and Indian Tribes follow:**

- A-87 for cost principles, relocated to 2 CFR, Part 225
- A102 for administrative requirements and 24 CFR, Part 85 for the U.S. Department of Housing and Urban Development's codification of the grants management common rule, and
- A-133 for audit requirements

#### **Educational Institutions (even if part of a State or local government) follow:**

- A-21 for cost principles, relocated to 2 CFR, Part 220
- A-110 for administrative requirements, relocated to 2 CFR, Part 215, and
- A-133 for audit requirements

#### **Non-Profit Organizations follow:**

- A-122 for cost principles, relocated to 2 CFR, Part 230
- A-110 for administrative requirements, relocated to 2 CFR, Part 215, and
- A-133 for audit requirements

## **ARTICLE 35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Grantee shall certify to the best of its knowledge and belief, that it and its contractors or sub recipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

The Grantee shall also certify to the best of its knowledge and belief its contractors or sub recipients have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

## **ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

The Grantee shall not use Confidential, Proprietary or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement, and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

### Definitions

"Confidential Information" means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Consider request of Michael H. Dilworth, of Ener-Con Companies, agent for the Landing at Bain Station LLC owners for a **two (2) year time extension of the approval for the Preliminary Plat Condominium Plat for the Landing at Bain Station Crossing** generally located at the northeast corner of 85<sup>th</sup> Avenue and Bain Station Road.

**Recommendation:**

Village staff recommends approval of the request subject to the comments and conditions of the Village Staff Report of December 17, 2012.



## **VILLAGE STAFF REPORT OF DECEMBER 17, 2012**

Consider request of Michael H. Dilworth, of Ener-Con Companies, agent for the Landing at Bain Station LLC owners for a **two (2) year time extension of the approval for the Preliminary Plat Condominium Plat for the Landing at Bain Station Crossing** generally located at the northeast corner of 85<sup>th</sup> Avenue and Bain Station Road.

*On December 17, 2007 the Village Board conditionally approved the Preliminary Plat for The Landing at Bain Station Crossing pursuant to Resolution #07-96. The Preliminary Condominium Plat for the Landing at Bain Station Crossing Condominiums as conditionally approved consisted of 4-8 unit buildings, 10-4 unit buildings and 6-6 unit buildings for a total of 108 condominium units on the property generally located east of 85<sup>th</sup> Avenue and north of Bain Station Road. At the time this Preliminary Condominium Plat was approved, Preliminary Plats were valid for two (2) years; however prior to the expiration of the Preliminary Condominium Plat the Final Condominium Plat shall be approved unless other extension is granted.*

On November 16, 2009, the Village Board granted a one (1) year (until December 17, 2010) time extension and on October 18, 2010, the Village Board granted a two (2) year (until December 17, 2012) time extension of the Preliminary Plat subject to the comments and conditions of Village Board Resolution #07-96 and compliance with any Ordinance changes which may take place up until the submittal of the Final Plat.

Due to the continued economic conditions, the Developer is requesting another two (2) year time extension of the approval for the Preliminary Plat Condominium Plat for the Landing at Bain Station Crossing (to expire December 17, 2014).

Village Staff recommends that the Village Board grant the request for a two (2) year time extension of the approval for the Preliminary Plat Condominium Plat for the Landing at Bain Station Crossing (to or until December 17, 2014) subject to compliance with the conditions of Village Board Resolution #07-96 as approved on December 17, 2007 and compliance with any Municipal Code Ordinance changes which may take place up until the submittal of the Final Plat. A copy of said Resolution and conditions are on file with the Community Development Department.



8575 W. Forest Home Ave. #160  
Greenfield, WI 53228  
Office: (414) 425-4939  
Fax: (414) 425-4946

RECEIVED  
DEC 7 2012

Village of Pleasant Prairie

December 6, 2012

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

To whom this may concern:

This letter is in regards to the Preliminary Condominium Plat for the Landing at Bain Station Crossing. It is set to expire on December 17, 2012; however, we are requesting a two year extension until December 17, 2014. This is due to the fact that the current economy is still affecting our ability to build this part of the project.

We have enclosed the \$200.00 application fee.

Please contact Marty or Alicia at our office with any questions or concerns. They can be reached at 414-425-4939.

Thank you in advance for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael H. Dilworth", with a large, stylized flourish at the end.

Michael H. Dilworth  
Ener-Con Companies, Inc



Office of the Village  
Fire & Rescue Chief  
**Doug McElmury**

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

**From:** Doug McElmury, Chief

**CC:** Jane Romanowski, Village Clerk

**Date:** December 12, 2012

**Re:** Fire & Rescue Ordinance Update

---

The Fire & Rescue Department is requesting to make multiple corrections, updates and additions to the Village Ordinance pertaining to the Fire & Rescue Department. Changes include:

1. Corrections of typographical errors.
2. Updates of language such as recognizing the change from the Wisconsin Dept. of Commerce to the newly formed Dept. of Safety and Professional Services in references to State of WI Administrative Codes.
3. Incorporating common Pleasant Prairie Fire & Rescue building requirements.
4. Update the Ambulance Fee Structure as adopted by the Village Board as part of the 2013 Budget.
5. Update the Fire Alarm, Fire Sprinkler and Inspection Fee Structure as adopted by the Village Board as part of the 2013 Budget.

Recommendation:

Adopt changes as outlined in Ordinance #12-44.

**ORDINANCE #12-44**

**ORDINANCE TO AMEND CHAPTER 180 OF  
THE MUNICIPAL CODE OF THE  
VILLAGE OF PLEASANT PRAIRIE  
RELATING TO FIRE & RESCUE PROTECTION**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 180 of the Municipal Code is hereby amended as follows:

§ 180-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

**ADVANCED LIFE SUPPORT (ALS)**

Emergency medical care provided by emergency medical technicians - paramedics that requires the use of life-sustaining equipment, utilizing an ambulance equipped with radio or constant telephone contact with a physician/hospital.

**ADVANCED LIFE SUPPORT INTERCEPTS - PARAMEDIC**

When it is necessary for a patient that is being transported by a nonparamedic ambulance service to require the services of a paramedic - advanced life support ambulance service. This includes when it is necessary for two ambulance services to be involved in the transport of a patient, when either the patient is transferred from the nonparamedic ambulance to the paramedic ambulance or where the paramedic staff and/or equipment boards the nonparamedic ambulance.

**ADVANCED LIFE SUPPORT (ALS) - WITHOUT TRANSPORT**

Emergency medical care provided by emergency medical technicians - paramedics that requires the use of life-sustaining equipment, with radio or constant telephone contact with a physician/hospital, without transport.

**APPROVED**

A. Acceptable to the Fire & Rescue Department.

B. Accepted by a recognized testing laboratory and/or the State of Wisconsin and its agencies or departments.

**AREA**

The maximum horizontal projected area on one floor of building or structure using the exterior walls or between approved fire walls, including fire walls.

**ATTIC**

The space not used for human occupancy located between the ceiling of the uppermost story and the roof.

**AUTHORITY HAVING JURISDICTION**

The Village of Pleasant Prairie Fire & Rescue Department.

**AUTOMATIC CLOSING DEVICE**

A device that functions without human intervention and is actuated as a result of the predetermined temperature rise, rate of rise of temperature, combustion products or smoke density.

**AUTOMATIC FIRE SPRINKLER SYSTEM**

An integrated system of underground and overhead piping designed in accordance with fire protection and engineering standards. The system includes a suitable water supply, such as a gravity tank, fire pump, reservoir or pressure tank or connection beginning at the supply side of an approved gate valve located at or near the property line where the pipe or piping system provides water used exclusively for fire protection and related appurtenances and to standpipes connected to automatic sprinkler systems. The portion of the sprinkler system above ground is a network of specially sized or hydraulically designed piping installed in a building, structure or area, generally overhead, and to which sprinklers are connected in a systematic pattern. The system includes a controlling valve and a device for actuating an alarm when the system is in operation. The system is usually activated by heat from a fire and discharges water over the fire area.

**AUTOMATIC FIRE SUPPRESSION SYSTEM**

A mechanical system designed and equipped to detect a fire, actuate an alarm and suppress or control a fire using water, water spray, foam, carbon dioxide, or other approved suppression agent.

**BASEMENT**

Any story where less than half the height between floor and ceiling is above the average level of a street, sidewalk or finished grade.

**BASIC LIFE SUPPORT (BLS)**

Emergency first aid services that do not meet the ALS criteria.

**BONFIRE**

A recreational fire larger than three feet in diameter or three feet tall.

**CENTRAL STATION**

A. An off-site facility equipped to receive and process fire alarms and that may act as the automatic fire alarm receiving center retained by the Village.

B. The use of a system, or group of systems, in which the operations of circuits and devices are signaled automatically to, recorded in, maintained by, and supervised from a listed or approved central station having competent and experienced servers and operators who, upon receipt of a signal, take such action as required by this chapter. Such service is to be controlled and operated by a person, firm, or corporation whose business is the furnishing and maintaining of supervised signaling systems or whose properties are the protected premises.

**CHANGE OF USE (NOT REPORTED)**

A change in the use of property that was not made known by the owner to the Fire & Rescue Department through procedures established by the Village of Pleasant Prairie.

**CHANGE OF USE (REPORTED)**

A change in the use of property which has been made known by the owner to the Fire & Rescue Department through procedures established by the Village of Pleasant Prairie.

**CHIEF**

The Chief of the Fire & Rescue Department.

**CLOSING DEVICE (FIRE DOOR)**

A closing device that will close the door and be adequate to latch or hold, or both, a hinged or sliding door in closed position. An automatic closing device is one that functions without human intervention and is actuated by a fire detection or suppression device.

**COMM**

The Wisconsin Department of Commerce, the fire code writing agency of the state, formerly known as DILHR, the Department of Industry, Labor and Human Relations.

**COMMERCIAL WASTE**

Any material, including yard waste, that is transferred, delivered or received for the purpose of disposal by open burning.

**CONSTRUCTION MATERIALS**

Lumber; piping used in plumbing, including but not limited to plastics, polyvinyl chloride, copper, lead, galvanized steel and cast iron; plaster; drywall; insulation, including but not limited to Styrofoam, cellulose fiber, fiberglass, rock wool vermiculite, various extruded foams, and asbestos; shingles, including but not limited to wiring, electrical boxes, transformers and outlets; paints, including but not limited to varnishes, stains, paint thinners and removers; and painting supplies.

**DEPARTMENT**

The Fire & Rescue Department.

**DEPUTY OF THE DEPARTMENT OF COMMERCE**

The Chief is the Deputy of the Department of Commerce and is responsible for the enforcement of the state codes identified within this chapter.

**DILHR**

The division of state government formerly known as the Department of Industry, Labor and Human Relations, now the Department of Commerce.

**DISPOSABLE MEDICAL SUPPLIES**

That equipment designed to have a one-time use and then be properly disposed of, to aid in the prevention and spread of infectious disease.

**DWELLING**

Any building that contains one or two dwelling units.

**DWELLING STRUCTURE**

Any structure containing one or more rooms providing sleeping and sanitary facilities, but not including a hotel, hospital, nursing home, dormitory, fraternity or sorority house.

**DWELLING UNIT**

A structure or that part of a structure which is used or intended to be used as a home, residence or sleeping place by one person or by two or more persons maintaining a common household, to the exclusion of all others.

**ELEVATOR**

Shall be defined within Department of [Commerce Safety and Professional Services](#), Ch. [COMM-SPS 318](#), Elevator Code, Wis. Adm. Code.

**EMERGENCY MEDICAL TECHNICIAN - DEFIBRILLATION AUTOMATIC (EMT-DA)**

A person licensed to provide basic life support and properly trained to transport sick, disabled and injured individuals. Training includes, but is not limited to, anatomy and physiology, treatment of bleeding and shock, use of pneumatic shock garment, soft tissue injuries, fractures and dislocations, emergency childbirth, burns and hazardous materials, and automatic defibrillation.

**EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC**

An emergency medical technician who has more extensive training than the EMT-DA and under medical direction provides, but is not limited to, airway management, starting and administration of intravenous fluids, advanced rescue, emergency care and resuscitation, cardiac rhythm interpretation and defibrillation, advanced assessment, insertion of advanced airways, parenteral injections, treatment of shock and burns, and administration of emergency medications.

**FALSE ALARM**

The reporting of an emergency and/or the activation of an alarm box and/or the intent to deceive the Department, when no emergency exists.

**FIRE & RESCUE CHIEF**

The Chief of the Fire & Rescue Department, the Fire Chief or, in the absence of the Chief, the designee in charge of the Department.

**FIRE & RESCUE DEPARTMENT**

The provider of essential fire protection and emergency medical care to the people that live, work or travel through the Village of Pleasant Prairie.

**FIRE CHIEF**

The Chief of the Fire & Rescue Department or, in the absence of the Chief, the designee in charge of the Department.

**FIRE DEPARTMENT**

The Fire & Rescue Department.

**FIRE DEPARTMENT CONNECTION (FDC)**

A connection through which the Fire Department can pump an auxiliary supply of water into the sprinkler system for the purpose of maintaining sufficient volume and pressure.

**FIRE INSPECTOR**

The Chief shall hold the office of Fire Inspector and shall appoint one or more inspectors from within the Department who shall perform the same duties and have the same powers as the Fire Inspector. The Fire Inspector(s) is responsible for the enforcement of the state codes adopted within this chapter, as well as the enforcement of this chapter.

## **FIRE PREVENTION INSPECTION**

An examination of public buildings and places of employment for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, or any violation of any law or ordinance relating to fire hazards or the prevention of fire. Fire inspections shall be conducted at least once in each nonoverlapping six-month period per calendar year, at the time that occupancy of a building or tenant space is requested or upon special request.

## **FIRE-RESISTIVE**

The type of construction in which the structural members, including walls, partitions, columns, floor and roof construction, are of noncombustible materials with fire-resistive rating of at least four hours.

## **FIRE WALL**

A wall which has a fire-resistance rating of not less than four hours and which subdivides a building or separates a building to restrict the spread of fire, including a three-foot parapet wall beyond the furthest point of the sides and roof.

## **FIREWORKS**

A. Anything manufactured, possessed or packaged for exploding, emitting sparks or combustion which does not have another common use, including but not limited to any of the following:

- (1) Any device designed to produce an audible sound, whether or not it explodes, sparks, moves or emits an external flame.
- (2) Any device that emits smoke, whether or not it emits an external flame and whether or not it leaves the ground.
- (3) Any cylindrical fountain which emits sparks or smoke.
- (4) Any cone fountain which emits sparks or smoke.
- (5) Toy snakes, whether or not they contain mercury.
- (6) Such other devices which are defined as fireworks under § 167.10, Wis. Stats., as amended from time to time.

B. The definition of "fireworks" in this section does not include any to the following:

- (1) Fuel or a lubricant.
- (2) Firearm cartridge or shotgun shell.
- (3) A flare used, possessed or sold for use as a signal in an emergency or in the operations of a railway, aircraft, watercraft or motor vehicle.



(4) A match, cigarette lighter, stove, furnace, candle, lantern or space heater.

**GARBAGE**

Refuse and accumulation of animal, fruit and vegetable matter that attends the preparation, use, cooking, dealing in or storage of meats, fish, fowl, fruits and vegetables.

**GROUND FLOOR**

A floor. Example: The ground floor, first floor and second floor comprise three floors.

**HAZARDOUS MATERIAL(S)**

A substance (solid, liquid or gas) capable of posing an unreasonable risk to health, safety, the environment or property.

**HIGH-HAZARD OCCUPANCY**

Any building which by reason of its construction or highly combustible occupancy involves a severe life hazard to its occupants, as classified by the Department of

[Safety and Professional Services Commeree.](#)

**INCIDENT COMMANDER**

The Chief or other officer or other member of the Department who is in charge of a fire, emergency medical or other emergency scene to which the services of the Department have been requested.

**KEY BOX**

A secure box placed upon a building that contains the keys to said building. The Fire & Rescue Department is able to access that box using standard operating procedures.

**MABAS**

The Mutual Aid Box Alarm System which is an organized method of providing mutual aid between departments located in both of the states of Wisconsin and Illinois.

**MINI STORAGE UNITS**

A storage occupancy partitioned into areas that are rented or leased for the purposes of storing personal or business items where all of the following apply: 1) the storage areas are separated from each other by less than a one-hour-fire-resistance-rated barrier, 2) the owner of the facility does not have unrestricted access, and 3) the items being stored are concealed from view from outside the unit. Garage units that are primarily intended for vehicular storage as part of a multifamily development are not intended to be classified as mini storage buildings.

**MULTIFAMILY DWELLING**

An apartment building, row house, townhouse, condominium or manufactured building that does not exceed 60 feet in height or six stories and that consists of three or more attached living units, or two or more living units with a business occupancy attached, the initial construction of which is begun on or after January 1, 1993.

"Multifamily dwelling" does not include a facility licensed under State of Wisconsin Ch. COMM 50, Wis. Adm. Code.

**MUTUAL AID**

The providing of and receiving fire or emergency medical services to and from other municipalities within the States of Wisconsin and Illinois with which the Village has signed agreements.

**NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)**

An organization that facilitates the development and distribution of fire safety codes and standards.

**NFPA**

The National Fire Protection Association, an organization that facilitates the development and distribution of fire safety codes and standards.

**OCCUPANCY INSPECTION**

An inspection performed after the initial construction of a building or tenant space and prior to occupancy of same, or an inspection performed within an existing building or tenant space after a change in owner, occupant or after any modification or renovation.

**OPEN BURNING**

The act of starting a fire by means of igniting combustible materials by either a match, torch, or accelerant.

**OUTDOOR COOKING**

Any cooking activity which occurs in a grill or barbecue kettle or cooker designed expressly for cooking meals outside.

**PUMPER PAD**

An area designated for fire engine access to the Fire Department connection (FDC) and fire hydrant combination. The site can be a shared portion of the pavement (however it must not cause driveway access to be blocked) or an area designated for the sole use of the Fire Department. The Fire Department shall grant final approval.

**RECREATIONAL BURNING**

A fire to be used for cooking or warmth similar to that of a campfire. The fire shall be three feet in diameter or less if it is placed on the ground.

**REINSPECTION**

The need to perform one or more additional inspections after the initial fire prevention inspection was performed.

**RETEST**

The need to witness one or more additional tests after the initial performance test of a system, device or other part of a fire system was conducted.

**ROOF SPACES**

As follows:

**A. MULTIRESIDENTIAL** — Roof spaces shall be subdivided above every two apartments on the uppermost floor by a one-hour-rated partition. All openings must have a one-hour-rated self-closing door, except when the building is fully sprinkled.

**B. BUILDINGS, INDUSTRIAL, GOVERNMENTAL AND INSTITUTIONAL BUILDINGS** — Buildings with a combustible roof shall all have roof spaces

subdivided every 3,000 square feet by a one-hour-rated partition, except when the building is fully sprinkled. All openings must have a one-hour-rated self-closing door.

**RUBBISH and REFUSE**

Old rags, paper, newspaper, furniture, white goods, metal, plastics, wood other than wood classified as yard waste, and other combustible materials.

**SELF-CLOSING DEVICE (DOOR)**

A device that will maintain a door in a closed position.

**SHALL**

Indicates a mandatory requirement.

**SHOULD**

A recommendation which is advised but not required.

**SOLID WASTE**

As defined in § 289.01, Wis. Stats.

**SPECIAL INSPECTION**

An inspection performed at the request of an owner, occupant, another Village department or court order.

**SPS**

The Wisconsin Department of Safety and Professional Services formerly known as the Wisconsin Department of Commerce (COMM), the fire code writing agency of the state, and prior to COMM formerly known as DILHR, the Department of Industry, Labor and Human Relations.

**STANDPIPE**

An arrangement of piping, valves, hose connections, and allied equipment installed in a building or structure with the hose connections located in such a manner that water can be discharged in streams or spray patterns through attached fire hose and nozzles for the purpose of extinguishing a fire and so protecting a building or structure and its contents in addition to protecting the occupants. This is accomplished by connections to water supply systems or by pumps, tanks, and other equipment necessary to provide an adequate supply of water to the hose connections.

**STORY**

That part of a building comprised between a floor and the roof next above.

**VILLAGE**

The Village of Pleasant Prairie, Kenosha County, Wisconsin.

**WATER FLOW ALARM**

A device that is listed for the service and so constructed and installed that any flow of water from a sprinkler system equal to or greater than that from a single automatic sprinkler of the smallest orifice size installed on the system will result in an audible, visual alarm and send such notification to a central station within one minute after such flow begins.

## **YARD WASTE**

Leaves, branches, twigs and organic material from household gardens which have become dried to the extent that they are combustible without an accelerant.

### § 180-2. Fire & Rescue Department recognized.

- A. Pursuant to § 61.65(2)(a) and (b), Wis. Stats., the Village of Pleasant Prairie Fire & Rescue Department is officially recognized as the provider of the essential services of fire protection and emergency medical care to the people that live, work or travel through the Village of Pleasant Prairie. The Department also provides service to those communities that reciprocally provide mutual aid to Pleasant Prairie. The contemporary duties expected of a Fire & Rescue Department include but may not be limited to paramedic level emergency care and transportation, fire prevention inspections, public fire and safety education, fire suppression, first responder first aid and defibrillation, hazardous material incident mitigation, rescue from water, ice, confined space, heights, transportation accidents, construction accidents, and industrial accidents, and assistance to law enforcement, as well as operations at natural and man-made disasters. The duties of the Fire & Rescue Department need to stay current with the needs of a dynamic community.
- B. The Fire & Rescue Department shall be in charge of fire fighting and emergency care where fires, emergency medical incidents, accidents or disasters threaten life and/or property and those duties related to the performance of this service within the Village.
- C. Unless the context requires otherwise, all references in this Code to the "Fire Department" or "Department" shall mean the Fire & Rescue Department and include the provision of emergency medical care and other rescue services where life(s) is threatened.

### § 180-3. Department composition.

The Department is comprised of a combination of full-time, part-time and paid-on-call personnel. The Department shall have a Chief as well as other officers and personnel as may be authorized by the Village Board and appointed by the Police and Fire Commission.

### § 180-4. Department funding and compensation.

The Department shall receive the funding necessary to provide service as determined by the Village Board. The Village Board shall also establish the level of compensation for all personnel assigned to the Department.

### § 180-5. Department organization.

The organization and internal regulation of the Department shall be governed by the provisions of this chapter and by such rules, regulations, standard operating procedures and guidelines as adopted by the Department and approved by the Police and Fire Commission.

§ 180-6. Appointment, powers and duties of Chief.

- A. Fire & Rescue Chief. Unless the context requires otherwise, all references in this Code to the "Chief," "Fire Chief" or "incident commander" shall mean the Chief of the Fire & Rescue Department. In the absence of the Chief, "Chief" shall mean the next highest ranking officer.
- B. Education. The Fire & Rescue Chief shall hold as a minimum requirement of the position:
- (1) Certified Fire Officer.
  - (2) Certified Fire Instructor II.
  - (3) Certified Fire Inspector.
  - (4) Paramedic.
  - (5) A minimum of an associate degree in fire administration or fire science or fire technology.
- C. Appointment. The Chief shall be appointed by a majority vote of the Village Board upon recommendation of the Police and Fire Commission.
- D. Vacancy. A vacancy in the office of the Chief shall be filled by appointment by a majority vote of the Police and Fire Commission. Upon creation of a vacancy in the office of the Chief, the next highest ranking officer shall perform the duties of the Chief until such time as an interim Chief has been appointed or until the vacancy has been filled.
- E. Tenure. The Chief shall immediately assume office upon appointment and shall hold office until removed for cause or after a hearing before the Police and Fire Commission, unless the services of the Chief are terminated sooner by residence outside the Village or death.
- F. Residency. The Chief, if not a resident of the Village, shall become a resident and remain a resident throughout the term of the office of Chief of the Department.
- G. General supervision. The Chief shall have the responsibility of overall supervision of the Department and personnel assigned to the Department, which shall be subject to and not to conflict with this chapter. The Chief shall be responsible for all activities within the Department, as well as the personnel, Department budget and general efficiency of the Department, and shall report directly to the Village Administrator on all matters that do not conflict with § 66.0105, Wis. Stats. The Chief shall perform such other duties as are usually incumbent upon the commanding officer of a Fire & Rescue Department and as are detailed in the job description for this position.

H. Command at incidents. The Chief shall have all of the authority and responsibility for command at all fire-fighting, rescue, and emergency medical incidents and other incidents that the Department may respond to where life and/or property is threatened within the Village. The Chief shall plan the control of the same, direct the actions of the Department and/or mutual aid personnel and other agencies which may be called to assist, assure that the Department performs the duties required, and grant leaves and/or release personnel and equipment from the scene of the emergency when appropriate. In the absence of the Chief, the next highest ranking officer or, in the absence of an officer, the most senior member of the Department shall be in charge and shall have the same authority and responsibility at incidents as the Chief.

I. Readiness. The Chief shall maintain the Department, personnel and equipment in a constant state of readiness in anticipation of an emergency response. The Chief shall keep the Village Board and Administrator apprised of the Department's readiness and report deficiencies in the Department's ability to provide service.

J. Mutual aid. The Chief shall recommend and maintain the necessary mutual aid contracts as approved by the Village Board. Mutual aid with other municipalities within the States of Wisconsin and Illinois shall be organized within the Mutual Aid Box Alarm System or with a community directly when necessary. The Chief shall have the authority to dispatch units to respond out of the Village in response to mutual aid requests from signatories of a mutual aid agreement and the responsibility to assure that the Village is adequately protected during said incidents.

K. Enforcement of fire prevention ordinances. The Fire Chief of the Village of Pleasant Prairie or his/her designee shall enforce all fire prevention ordinances of the Village of Pleasant Prairie and the State of Wisconsin. The Chief and/or his/her designees are authorized to cite violations of the fire prevention ordinances of the Village of Pleasant Prairie in accordance with Chapter 1, Article I of the Village Code.

L. Fire investigation. The Chief shall cause every fire to be investigated to determine the cause, origin and other circumstances.

§ 180-7. Control and care of apparatus, vehicles and equipment.

A. Chief responsible. The Chief shall have control of all apparatus, vehicles and equipment used by the Department and shall be responsible for its proper maintenance. The Chief may authorize emergency repairs.

B. Use. Fire apparatus and rescue vehicles shall be used for official purposes only.

C. Injury to equipment. No person shall willfully injure any hose, hydrant, fire apparatus, rescue vehicle and equipment related to the provision of said services that belongs to the Village, and no vehicle, streetcar or railroad equipment shall be driven over any unprotected hose of the Department when laid down on any street, private driveway, track

or other place to be used at any fire or alarm of fire or other emergency without the consent of the Chief.

§ 180-8. Authority of Department at fires, emergency incidents and other emergencies.

A. Pursuant to § 213.095, Wis. Stats., the Chief or other officer acting as the incident commander at the scene of a fire, emergency medical call or other emergency where the Department has been called to perform service to persons or property shall have the authority to do the following:

- (1) Suppress any disorder and order all individuals or companies to leave the neighborhood of any fire, emergency medical incident or other emergency.
- (2) Command from the inhabitants of the Village all necessary assistance for the suppression of fires and the preservation of property exposed to fire and the necessary assistance for rendering aid during an emergency medical incident or other emergencies.
- (3) Enter any property or premises to do whatever may be reasonably necessary in the performance of the officer's duties while engaged in the work of extinguishing any fire or performing any duties incidental thereto and/or while engaged in the work of aiding persons or minimizing the loss to property at an emergency medical incident or other emergency.

B. The incident commander conducting operations in connection with the extinguishment and control of any fire, explosion or other emergency shall have the authority to direct all operations of fire extinguishment or control and to take the necessary precautions to save life, protect property, and prevent further injury or damage. During such operation, including the investigation of the cause of such emergency, the incident commander shall be permitted to control or prohibit the approach to the scene of such emergency by any vehicle, vessel or person.

C. No person shall obstruct the operations of the Department in connection with extinguishing or control of any fire, or actions relative to other emergencies, or disobey any lawful command of the incident commander in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the Department.

D. The incident commander in charge of an emergency scene shall have the authority to establish barriers to control access in the vicinity of such emergency and to place, or cause to be placed, ropes, guards, barricades, or other obstructions across any street or alley to delineate such emergency scene barrier. No person, except as authorized by the incident commander in charge of the emergency, shall be permitted to cross such barriers.

E. The incident commander in charge of an emergency scene shall have the authority to have property damaged by fire or other emergency barricaded or otherwise protected from

persons or the elements. The expense of such preventative action shall be borne by the property owner.

§ 180-9. Records and reports.

- A. Legal custodian. The Chief is the legal custodian of the reports, records and property within the Department.
- B. Fire reports. Per § 101.141, Wis. Stats., the Department shall maintain a record of all fires. The Department shall participate in the Wisconsin Fire Reporting System, supplying data collected to the Department of Safety and Professional Services~~Commerce~~. Fire reports shall be maintained a minimum of seven years.

§ 180-10. Fire inspectors.

- A. Chief to be a Deputy of the Department of Safety and Professional Services~~Department of Commerce~~. Pursuant to § 101.14, Wis. Stats., adopted herein, the Chief is a Deputy of the Department of Safety and Professional Services~~Department of Commerce~~. The Chief is responsible for the enforcement of the state codes adopted within this chapter.
- B. Fire Inspectors. The Chief shall hold the office of Fire Inspector and shall appoint one or more inspectors from within the Department who shall perform the same duties and have the same powers as the Fire Inspector.
- C. Required inspections. The Chief of the Department shall be responsible for having all public buildings and places of employment inspected for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire or any violations of any law or ordinance relating to fire hazards or to the prevention of fires. Repairs or alterations necessary to remove a hazard or hazardous condition shall be at the owner's expense and within a reasonable time or sooner if so ordered by the Chief.
- D. Special inspections. The Chief, upon the request of the Village Administrator or the Administrator's designee, or upon receiving the complaint of any person or whenever the Chief deems it necessary, shall inspect any public building and premises where inspections are required within the Village.
- E. Number of inspections. The Chief shall be responsible for determining the number of public buildings and places of employment to be inspected within the Village.
- F. Scheduling of inspections. Fire prevention inspections shall be conducted at least once in each nonoverlapping six-month period per calendar year, or more often if ordered by the Chief.
- G. Written reports. Written reports of inspections shall be made and kept on file.



H. Authority to inspect. The Chief acting as the Fire Inspector or other fire inspectors shall be authorized at all reasonable times to enter and examine any building, structure, vehicle or premises, excepting only the interior of private dwellings, where inspections are required for the purpose of making fire inspections. The owner, agent or occupant of any such premises who refuses to permit, or prevents or interferes with, any entry into or upon the premises by any such inspector shall be in violation of this chapter.

I. Special inspection warrant. If consent for entry to personal or real properties which are not public buildings, or to portions of public buildings which are not open to the public, has been denied, the Chief shall obtain a special inspection warrant under § 66.0119, Wis. Stats.

J. Correction of hazards. At such time as the Fire Inspector identifies a violation or fire hazard, the Fire Inspector shall serve notice in writing upon the owner of the property, giving such owner a reasonable time in which to remove the hazard. However, where an extreme or hazardous condition exists which, for the protection of the public, must be corrected or removed immediately, the Chief shall have the authority to take such steps as may be necessary to protect the public and property, including closing and vacating of a building, structure or premises. If the owner fails to comply with the order to correct the hazard within the time allowed, it shall be deemed a nuisance. The Fire Chief shall also have the authority to take such steps as may be necessary, including obtaining appropriate court orders, to enforce any order of the Chief correcting a hazardous or potential fire condition. The Fire Chief may also have a hazard corrected or removed by the Village. The cost of such removal shall be recovered in an action by the Village against the property owner and may be entered in the tax roll as a special charge against the property.

§ 180-11. Fire prevention.

A. Wisconsin regulations adopted. The following chapters of the Wisconsin Administrative Code, ~~Department of Commerce (COMM)~~, Department of Safety and Professional Services (SPS) are hereby adopted by reference with the same force and effect as if fully set forth herein and as the same may be from time to time amended:

(1) Explosive Materials, Ch. ~~SPSCOMM~~ 7.

(2) Flammable and Combustible Liquids, Ch. ~~SPSCOMM~~ 310.

~~(3) Liquefied Petroleum Gases, Ch. COMM 11.~~

~~(4) Liquefied Natural Gas, Ch. COMM 12.~~

~~(5) Compressed Natural Gas, Ch. COMM 13.~~

~~(63)~~ Fire Prevention, Ch. ~~SPS-COMM-3~~ 14.

~~(7) Cleaning and Dyeing, Ch. COMM 15.~~

~~(84) Electrical Code, Ch. SPSCOMM 316.~~

~~(95) Elevator Code, Ch. SPSCOMM 318.~~

~~(106) Smoke Detectors for UDC, Ch. SPSCOMM 328.~~

~~(117) Safety, Ch. SPSCOMM 332.~~

~~(12) Building, Heating, Ventilating and Air Conditioning, Chs. COMM 50 to 64.~~

~~(13) Historic Building Code, Ch. COMM 70.~~

~~(148) Safety in Construction, Ch. IND 35.~~

- B. Compliance. Any act required to be performed or prohibited by any chapter of the Wisconsin Administrative Code incorporated herein by reference is required or prohibited by this section. Any violation of these provisions constitutes a violation of this chapter.
- C. Code updates. Any future updates to the Wisconsin Administrative Codes are also adopted prospectively by reference.
- D. Fire Department access. A road shall be provided to all construction sites at the commencement of construction having suitable strength and width to support the apparatus operated by the Department. Such road will have a minimum clear width of 12 feet and shall be subject to the approval of the Fire Chief and the Building Department.
- E. Final Site Access. Access shall be provided around the perimeter of the site for all Fire & Rescue Department apparatus, and shall comply with the State of Wisconsin and the current adopted construction code. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
1. All entrances from public streets, as well as road and driveways around the proposed building shall be a minimum of 30'-0" wide
  2. All exterior pathways as well as access to the fire pump room shall have a hard surface leading to a hard surface.
  3. An exterior personnel door shall be located in close proximity to each fire sprinkler riser.

§ 180-12. False alarms.

No person shall give a false alarm of fire with intent to deceive, or pull the lever of any signal box except in case of fire, or tamper, meddle or interfere with the fire alarm system or any part thereof.

§ 180-13. Open burning.

A. Prohibited fires. No person shall kindle, start, or maintain any fire other than fires as allowed in Subsection B.

(1) The following fires are prohibited:

(a) The burning of any construction waste.

(b) The burning of any solid waste.

(c) The burning of any garbage.

(d) The burning of any rubbish.

(e) The burning of any field, or grassland, or prairie.

(f) The burning of green or soft yard waste, including grass clippings.

(g) The burning of commercial waste.

(2) Open burning shall be prohibited when local circumstances make the fire potentially hazardous. Local circumstances include, but are not limited to, thermal inversions, wind, ozone alerts, very dry conditions and during the Village-declared hours for Halloween trick or treating.

(3) No person shall kindle, start or maintain any fire which can or will emit smoke and/or objectionable odors which shall result in the discomfort, annoyance, or danger to the adjacent property owners or the traveling public.

(4) No person shall kindle, start or maintain any fire upon any street, road, park, right-of-way, ditch, or culvert within the Village, or upon property of another, without the property owner's permission.

(5) Fires shall not be started within a minimum of:

(a) Fifty feet from any structure.

(b) Fifteen feet from any property line.

B. Permitted fires. Fires permitted by the Fire & Rescue Department are the following:

- (1) Burning of dried yard waste.
- (2) Burning of structures for the purpose of Fire & Rescue Department training.
- (3) Burning of recreational fires.
- (4) Burning of outdoor cooking fires.
- (5) Fires permitted by the Chief of Fire & Rescue as established in Subsection C of this section.

C. Rules. The Chief of Fire & Rescue shall establish rules for permits.

- (1) Within the limits of this chapter, the Chief of Fire & Rescue may permit certain fires with the issuance of a permit. Permitted fires shall include:
  - (a) Controlled prairie fires.
  - (b) Bonfires.
  - (c) Recreational fires.
  - (d) Instructional and training fires.
  - (e) Burning of dried yard waste, excluding leaves.
- (2) The Chief of Fire & Rescue shall establish administrative rules for the issuance and tracking of burning permits.
- (3) Conditions to be satisfied before or during open burning.
  - (a) The owner of the property shall obtain permits where the permitted fire will take place.
  - (b) Fires shall not be ignited with flammable or combustible liquids, such as gasoline, kerosene, fuel oil, diesel fuel, etc.
  - (c) Hours. Fires are permitted within the following time periods:
    - [1] Fires (except for cooking) may be started or kindled after 10:00 a.m., when conditions permit.
    - [2] Fires (except for cooking and recreation) shall be out by sunset.

[3] All recreational fires shall be out by 11:00 p.m.

(4) Supervision. A competent person shall constantly attend open fires and cooking fires until such fires are extinguished. This person shall have a garden hose connected to the water supply or other fire extinguishing equipment readily available for use.

(5) No open flame, candles, or other flame fixtures shall be used in any public building or structure, except within a duly constituted church, lodge building or structure. Unattended open flame, candles, or other open flame fixtures shall not be used in seated areas of any public assembly room or building, including church or lodge buildings.

D. Open burning permits and fees.

(1) Initial or original open burning permits will be issued by the Fire & Rescue Department upon completion of a fire prevention inspection of the site where the burning is intended to take place.

(2) Open burning permits will be reissued in the following calendar year when there was a burning permit on record for the previous year and the location of the burning site has not changed.

(3) Fees.

(a) Initial open burning permit: \$25.

(b) Reissue open burning permit: \$10.

E. Violations. Any person who shall violate any provision of this section, or any order, rule or regulation made hereunder, shall be subject to a penalty as provided in § **180-25** of this chapter and Chapter **1**, Article **1** of this Code.

§ 180-14. Fireworks.

A. Sale. No person shall sell, or possess with intent to sell, fireworks except:

(1) For the purposes specified under Subsection **B(3)(a)** to (f).

(2) To a person holding a permit under Subsection **B(4)(a)** to (f).

(3) To a city, village or town.

B. Use.

(1) No person shall possess or use fireworks, as defined within this chapter, without a user's permit from the Village President or from an official or employee of the Village designated by the Village President to issue such permit.

(2) No person shall use fireworks, as defined in this chapter, or devices defined in § 167.10(1)(g), (i), (k), (l), (m) and (n), Wis. Stats., while attending a fireworks display for which a permit has been issued to a person listed under Subsection **B(4)(a)** to (f).

(3) Subsection **B(1)** does not apply to:

(a) The Village, but the Village fire and law enforcement officials shall be notified of the proposed use of fireworks at least two days in advance.

(b) The possession or use of explosives in accordance with rules or general orders of the Department of Safety and Professional Services~~Commeree~~.

(c) The disposal of hazardous substances in accordance with the rules adopted by the Department of Natural Resources.

(d) The possession or use of explosive or combustible materials in any manufacturing process.

(e) The possession or use of explosive or combustible materials in connection with classes conducted by educational institutions.

(f) A possessor or manufacturer of explosives in possession of a license or permit under 18 U.S.C. §§ 841 to 848, if the possession of the fireworks is authorized under the license or permit.

(4) A permit under this Subsection **B** shall be issued only to the following:

(a) A public authority.

(b) A fair association.

(c) An amusement park.

(d) A park board.

(e) A civic organization.

- (f) An agricultural producer for the protection of crops from predatory birds or animals. A person issued a permit for crop protection shall erect appropriate warning signs disclosing the use of fireworks for crop protection.
- (5) The person obtaining a permit under this Subsection **B** shall be required to provide an indemnity bond with good and sufficient sureties or policy of liability insurance for the payment of all claims that may or may not arise by reason of injuries to persons or property from the handling, use or discharge of fireworks under the permit. The bond or policy, if required, shall be taken in the name of the Village, and any person injured thereby may bring an action on the bond or policy in the person's own name to recover the damage the person has sustained, but the aggregate liability of the surety or insured to all persons shall not exceed the amount of the bond or policy. The bond or policy, together with a copy of the permit, shall be filed in the office of the Village Clerk.
- (6) A permit under this Subsection **B** shall specify all of the following:
- (a) The name and address of the permit holder.
  - (b) The date on and after which fireworks may be purchased.
  - (c) An itemized and specific enumeration of the kind and quantity of fireworks which may be purchased.
  - (d) The date and location of permitted use.
  - (e) Other special conditions that may be prescribed by local ordinance or state statute at the time of the issuance of the permit.
- (7) A copy of the permit under this Subsection **B** shall be given to the Village Fire Chief and the Village Police Chief at least two days before the date of authorized use.
- (8) A permit under this Subsection **B** may not be issued to a minor.
- C. Storage, handling or possession. Pursuant to § 167.10(5)(a)2, Wis. Stats., the Village Board deems it in the best interest of the health, safety and welfare of its citizens to further prohibit the storage, handling or possession of fireworks within the Village for sale, at wholesale or otherwise, by any wholesaler, dealer, jobber or any other person, regardless or whether delivery is made outside of the state as otherwise provided for in § 167.10(4), Wis. Stats.
- D. Liability. A parent or legal guardian of a minor who consents to the use of fireworks by the minor is liable for damages caused by the minor's use of the fireworks.

E. Enforcement.

- (1) The Village may petition the Circuit Court of Kenosha County for an order enjoining violation of this section.
- (2) Fireworks stored, handled, sold, possessed or used by any person who violates this section or a court order under Subsection E(1) shall be seized. The fireworks shall be destroyed after the conviction for a violation or otherwise returned to the owner.

§ 180-15. Ambulance service rates.

- A. The Village of Pleasant Prairie provides emergency ambulance service to those needing emergency medical attention after the sudden onset of a medical condition manifesting itself by acute symptoms of such severity (including severe pain) that the absence of immediate medical attention could reasonably be expected to result in placing the patient's health in serious jeopardy, or the serious impairment of bodily functions, or serious dysfunction of any bodily organ or part.
- B. Fees to be charged for emergency service. Every person receiving emergency service from the Village by the use of its emergency equipment, medical drugs and disposable medical equipment in attending to and/or transporting such person from the scene of an incident to an emergency hospital shall pay for such service if rendered within the Village, unless such person is injured as a result of fire (excluding a fire resulting from a motor vehicle accident).
- C. Fees for outlying areas (with a mutual aid agreement). In all cases where the emergency service of the Village is summoned in response to an emergency call in areas outside the Village where a mutual aid agreement does exist, every person receiving such emergency service, the administration of medical drugs and disposable medical equipment used in attending at the scene of the incident and transporting such person to an emergency hospital shall be charged for such service, unless such person is a resident of the aided community or an employee who is injured or becomes ill on the premises of such business subject to the municipal levy of the aided community.
- D. Fees for outlying areas (without a mutual aid agreement). In all cases where the emergency service of the Village is summoned in response to an emergency call in areas outside the Village where no mutual aid agreement exists, every person receiving such emergency service, the administration of medical drugs and disposable medical equipment used in attending at the scene of the incident and transporting such person to a private or emergency hospital shall be charged for such service.
- E. Fees for paramedic - advanced life support intercepts. In all cases where paramedic - advanced life support intercept service is requested from the Village by a municipal ambulance service or rescue squad that does not provide paramedic level of care, that municipality or rescue squad shall be billed for the paramedic service provided.



F. Schedule of fees for service, transfer service, medical drugs and disposable medical equipment.

<b>Description:</b>	<b>Fee</b>
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**Resident Rates**

Basic life support	\$ <del>335</del> <u>535</u>
Mileage, per loaded miles traveled	\$ <u>814</u>
Basic life support, without transport	\$ <del>235</del> <u>435</u>
Advanced life support	\$ <del>575</del> <u>775</u>
Mileage, per loaded miles traveled	\$ <u>814</u>
Advanced life support, without transport	\$ <del>235</del> <u>435</u>
Advanced life support, paramedic intercept fee	\$ <del>575</del> <u>775</u>

<b>Description:</b>	<b>Fee</b>
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**Nonresident Rates**

Basic life support	\$ <del>435</del> <u>635</u>
Mileage, per loaded miles traveled	\$ <u>814</u>
Basic life support, without transport	\$ <del>335</del> <u>535</u>
Advanced life support	\$ <del>675</del> <u>875</u>
Mileage, per loaded miles traveled	\$ <u>814</u>
Advanced life support, without transport	\$ <del>335</del> <u>535</u>
Advanced life support, paramedic intercept fee	\$ <del>675</del> <u>875</u>

§ 180-16. Automatic fire sprinkler, fire suppression and fire alarm systems and fire hydrants.

A. Purpose. The purpose of this section is to protect the health, safety and welfare of the those that live, work, visit, or travel through the Village, including the fire personnel who serve the Village or assist the Village, by establishing minimum standards for fire safety through

the standardization of the design, installation, testing and maintenance requirements for automatic fire sprinkler, fire suppression and fire alarm systems.

Application. The provisions of this chapter shall apply equally to public and private property and they shall apply to all structures. The property owner and the occupant of the property shall comply with the provisions of this chapter. The fire chief or his/her designee shall be the enforcing officer of this chapter.

B.C Enforcement. The Village of Pleasant Prairie Fire & Rescue Department shall be responsible for the enforcement of this section.

D. Compliance. A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply will all requirements of the Village of Pleasant Prairie ordinances.

C.E State regulations. All Building Code requirements, rules and laws of the State of Wisconsin shall apply to all buildings located within the Village of Pleasant Prairie, Wisconsin. The requirements of this section shall not lessen any Building Code requirements, rules or laws of the State of Wisconsin. Should any conflict arise between this section and the codes, rules or laws of the state, the more stringent regulation shall govern.

D.F Owner's responsibility.

- (1) Within buildings that the Fire & Rescue Department is required to inspect, no owner may construct or alter any building, or portion of a building, or permit any building to be constructed or altered except in compliance with this chapter.
- (2) The owner is also responsible for maintaining a current set of plans for all detection, suppression and fire alarm systems.
- (3) The owner shall maintain and provide proper testing per the applicable NFPA code, for all automatic fire sprinkler, suppression and alarm systems (and the alarm monitoring of those systems) that were required by the Village as a condition of occupancy.

E.G Where installed.

- (1) Classification of occupancies. Occupancy classifications for this standard relate to sprinkler installations and their required water supplies only. They are not intended to be a general classification of occupancy hazards.
  - (a) Light-hazard occupancies: occupancies or portions of other occupancies where the quantity and/or combustibility of contents is low and fires with relatively low rates of heat release are expected.

(b) Ordinary-hazard occupancies:

[1] Group 1: occupancies or portions of other occupancies where combustibility is low, quantity of combustibles is moderate, stockpiles of combustibles do not exceed eight feet in height, and fires with moderate rates of heat release are expected.

[2] Group 2: occupancies or portions of other occupancies where combustibility of contents is moderate to high, stockpiles do not exceed 12 feet in height, and fires with moderate to high rates of heat release are expected.

(c) Extra high hazards: occupancies or portions of other occupancies where quantity and combustibility of contents are very high and flammable and combustible liquids, dust, lint, or other materials are present, introducing the probability of rapidly developing fires with high rates of heat release. Extra hazard occupancies involve a wide range of variables that may produce severe fires. The following shall be used to evaluate the severity of extra hazard occupancies:

[1] Group 1: includes occupancies with little or no flammable or combustible liquids.

[2] Group 2: includes occupancies with moderate to substantial amounts of flammable or combustible liquids or where shielding of combustibles is extensive.

(d) Special occupancy hazards: include occupancies that contain flammable and combustible liquids, manufacture and storage of aerosol products, storage and handling of cellulose nitrate motion-picture film, storage and handling of liquefied petroleum gases, fur storage, fumigation and cleaning, general storage, rack storage, storage of rubber tires, storage of baled cotton, storage of rolled paper, storage of records and aircraft hangers. This is not an exhaustive list.

(2) Approved automatic fire sprinkler equipment shall be installed and maintained in all buildings, including the following: commercial, office, industrial, institutional, and government buildings and public buildings.

(a) In all principal buildings, as follows:

[1] Fire-resistive buildings: throughout every building which is either 3,500 square feet or more in total area or is over two stories in height.

[2] Non-fire-resistive buildings: throughout every building which is either 3,500 square feet or more in total area or is over two stories in height.

(b) Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.

(3) Approved automatic fire sprinkler equipment shall be installed and maintained in the following accessory buildings and special principal buildings and building areas, except in mini storage buildings when in compliance with this ordinance, and 1-2 family dwellings and multifamily:

- (a) Garages and open parking structures as follows: garages and open parking structures within, attached to, above or below other occupancies and garages and open parking structures used as passenger terminals. Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.
- (b) The basement and subbasements of principal and accessory buildings, as follows: basements having a total area of 2,500 square feet or more and all subbasements regardless of size. Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.
- (c) Theaters and assembly buildings: sprinklers shall be designed and installed throughout all buildings of 3,500 square feet or more. Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.
- (d) Hospitals: throughout all buildings of 3,500 square feet or more. Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.
- (e) Nursing, convalescent, old age, and adult living centers, community-based residential facilities (CBRF), and other similar institutional buildings: throughout all nursing, convalescent, old age, and adult living centers, CBRF and other institutional buildings regardless of size. Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.
- (f) Schools, colleges and universities: throughout every building which is either 3,500 square feet or more in total area or is over two stories in height. Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.

(g) Hotels, motels, dormitories, fraternities, and sorority houses: throughout all buildings, regardless of size. This applies to all new construction or renovations. - Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.

(h) Adult and child day-care center: all new construction regardless of size shall have sprinklers. Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.

(i) Community-based residential facilities (CBRF): all new construction regardless of size shall have sprinklers. Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.

(j) Commercial, industrial and industrial garages and service centers: throughout every building which is either 3,500 square feet or more in total area or is over two stories in height.

[1] Approved automatic sprinkler equipment shall be installed and maintained in all buildings with a high-hazard occupancy.

[2] Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.

(k) Extra high hazardous occupancy(ies): as defined in NFPA 13, 3,500 square feet or more in total area or over two stories in height. Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.

(l) Mini storage buildings are exempt from the requirements of fire sprinkler protection when the following criteria are met:

[1] No portion of the mini storage ~~buliding~~ building shall exceed 2,000 square feet in size with the separation being a two-hour-rated fire separation. ~~the~~ The location of the fire separation shall be identified on each exterior wall using a Fire & Rescue Department approved method. -

[2] Each mini storage unit shall have a heat detector that, when activated, illuminates an indicator light outside of the unit; a strobe light on the building forward end; and transmits a fire alarm signal when activated sent to a central station.

[3] The owner shall include with the leasing documents that the storage of vehicles, combustible or flammable liquids, ammunitions and explosives is prohibited.

(4) Multifamily dwelling.

(a) An automatic fire sprinkler system or two-hour fire resistance shall be installed in every multifamily dwelling that contains any of the following:

[1] Total floor area for all individual dwelling units exceeding 6,000 square feet.

[2] ~~Eight~~ Three or more dwelling units.

[3] Total floor area of its non-dwelling-unit portions exceeding the following limits:

[a] Type 1 fire-resistive construction: 12,000 square feet.

[b] Type 2 fire-resistive construction: 10,000 square feet.

[c] Type 3 metal frame protected construction: 8,000 square feet.

[d] Type 4 heavy timber construction: 8,000 square feet.

[e] Type 5A exterior masonry protected: 5,600 square feet.

[f] Type 5B exterior masonry unprotected: 5,600 square feet.

[g] Type 6 metal frame unprotected: 5,600 square feet.

[h] Type 7 wood frame protected construction: 5,600 square feet.

[i] Type 8 wood frame unprotected construction: 4,800 square feet.

(b) Sprinkler water flow, other suppression devices, smoke and heat detection equipment and manual pull stations shall be monitored by a central station 24 hours a day throughout the building and the alarm when activated sent to a central station.

F.H. How installed.

(1) Incorporation of standards by reference. The most current printed editions of all NFPA documents are hereby incorporated by reference into this section.

(2) Material and test certificates. All fire protection systems installed in the Village shall be tested in accordance with the requirements of the Wisconsin state code and NFPA codes and standards pamphlets. In the event that a conflict between these documents occurs, the fire protection contractor shall comply with the most stringent requirements. Two copies of each material and test certificate shall be provided to the Department before an occupancy permit will be granted.

(3) When using nonpotable water and/or a nonfreeze solution. Whenever nonpotable water is used to supply a fire sprinkler system and/or when a fire sprinkler system uses any type of nonfreeze solution, a backflow prevention device as required by the State of Wisconsin and the Village of Pleasant Prairie Water Utility shall be required as part of those systems.

(4) Fire pump test header. Fire pump test headers shall be placed on the exterior of the fire pump room.

~~(5) Fire pump relief valve. When a fire pump is required to have a relief valve and that relief valve discharges to the exterior, the relief valve shall discharge directly into a stormwater catch basin.~~

~~(65) Safety factor. The safety factor for a hydraulically calculated sprinkler system shall be a minimum of 10% or five psi, whichever is greater.~~

~~(6) A map shall be provided of the fire sprinkler system, which includes the location of the individual systems, shall be displayed on the map. The map shall be located near in fire riser/fire pump room.~~

#### G.I. Standpipes and hose connections.

(1) Wet automatic standpipes shall be provided in all buildings three stories or more in height. Standpipes shall be sized and distributed as described in Subsection G(2).

(2) When ~~the Fire & Rescue Department or the~~ NFPA requires the installation of small hose and small hose valve connections, this Department will require the installation of two-and-one-half-inch hose valves in lieu of the former. The two-and-one-half-inch hose valves shall be supplied from a separate piping system or from adjacent sprinkler systems. The two-and-one-half-inch NST valve shall be capable of delivering 250 gpm at 75 psi measured at the hose valve. The standpipes shall be wet and placed first adjacent to the exterior exit doors and then move inward to provide the required coverage. Hose valves shall be no further than 150 feet apart, per floor.

HJ. Fire Department connection. The Fire Department connection (FDC) for both the sprinkler system and standpipe systems shall be located remote from the building, curbside to a street or driveway. The minimum distance from the building shall be equal to the height of the building. FDC's may be placed at a greater distance from the building if the

building is of extra hazard occupancy. The location of the FDC shall be approved by the Fire Department. The FDC shall have an automatic drip for drainage of the waterline enclosed within an inspection pit and accessed through a manhole, when the automatic drip cannot be placed within the structure.

**IK.** Fire hydrant(s) and pumper pad.

- (1) **Scope.** The requirements of this section apply to fire hydrants and water main systems supplying private fire hydrants or fire suppression systems.
- (2) **Installation and maintenance standards.** Private fire hydrants and water mains shall be installed in accordance with NFPA 24 and the Village of Pleasant Prairie Water Utility. Private fire hydrants and water mains shall be maintained in accordance with NFPA 25.
- (3) **Approval required.** Plans shall be submitted to the Fire Chief for review to determine compliance with the applicable standards prior to the installation of private fire hydrants.
- (4) **Approved water hydrant.** “An approved water hydrant” shall mean a water hydrant connected to a municipal water main, and the hydrant shall have one four-and-five-tenths-inch (Kenosha thread) connection and two two-and-five-tenths-inch connections. The connecting waterline between the municipal water main and the approved water hydrant shall not be less than six inches. All water hydrants shall be installed in such a manner and location so as to be accessible at all times to the Fire Department. Note: The hydrant shall be capable of supplying the highest area of fire sprinkler water demand, including the demand for hose stream allowance (both inside and outside the building) as well as a safety factor of 10% or 5 psi, ~~wichever~~whichever is greater.
- (5) **Number of required fire hydrants.** A minimum of one fire hydrant shall be installed on the property where a sprinkler system (or standpipe system) is installed within the building. The hydrant shall be located remote from the building at a minimum distance equal to the height of the building and adjacent (maximum distance five feet) to the Fire Department connection(s), curbside. Hydrants may be placed at a greater distance from the building if the building is of extra hazard occupancy. The FDC and the fire hydrant shall be incorporated into a pumper pad to assure access for the Fire Department pumpers. This access must be maintained at all times. Additional hydrant(s) shall be provided around the perimeter of the building so that no hydrant is more than 350 feet from other approved hydrants measured by normal access routes used by Fire & Rescue Department apparatus.
- 6) The pumper pad shall have a space dedicated to the fire apparatus to be used during emergency operations. The space shall be located off the normal access route and not interfere with normal or emergency traffic routes.**



(7) Size of the FDC approach and space dedicated to the fire department apparatus will be determined by the Fire & Rescue Department.

(8) Approved signage and or marking of the pumper pad to restrict vehicle parking may be required by the Fire & Rescue Department.

(69) Setback distances. Private fire hydrants shall be no more than five feet from the curb or edge of the street or fire apparatus access. Alternative setback distances may be considered when site conditions conflict with the provisions of this section.

(710) System design.

(a) Valves. Control valves shall be provided to limit the number of private hydrants and/or sprinkler systems affected by maintenance, repair or construction. Valves shall be located at street intersections and at no more than eight-hundred-foot intervals, and sectional control valves shall be placed so that no more than a combination of five hydrants and sprinkler systems can be isolated between control valves. Valves shall be provided in each hydrant lead.

(b) Outlet position. All hydrants shall be positioned so that the largest outlet faces the street or fire apparatus access route. Sectional control valves for private fire mains and fire sprinkler riser underground mains (lead-ins) shall be of the aboveground post indicator (PIV) type and shall be electronically supervised by the building's fire alarm system.

(c) Hydrant height above grade. The center of the lowest outlet cap of the fire hydrants shall be at least 18 inches above grade and not more than 23 inches above grade.

(811) Hydrant specifications. All fire hydrants shall meet the specifications of the Village of Pleasant Prairie Water Utility.

(912) Bollards. Private hydrants shall be protected from vehicular traffic damage with bollards. Bollards shall be at least six inches in diameter. The Chief or designee shall determine the number of bollards needed.

(1013) Hydrant colors.

(a) Hydrants fed by municipal water shall be red barrel and silver reflective caps.

(b) Private hydrants fed by a fire pump shall be painted a solid color, both barrel and caps.

(c) No person shall alter the color or paint scheme of an approved municipal fire hydrant or an approved private fire hydrant. That person or persons who alter the color of a fire hydrant identified above shall be in violation of this chapter.

~~(414)~~ Hydrant markers. Whenever the location of a fire hydrant may be obscured by its placement, or due to the placement of a building, structure, fencing, grade or land, vegetation, snow accumulation or other obstruction of vision, the Fire Chief may require such fire hydrants to be identified and marked with above-grade markers. Above-grade markers are any devices, approved for use by the Fire Chief, designed to promote and enhance the ready identification of fire hydrant locations.

~~(425)~~ Obstructions. No obstructions, including but not limited to structures, culverts, power poles, landscaping, trees, bushes, fences or posts, shall be located within five feet of a fire hydrant. Grade changes exceeding 1.5 feet are not permitted within five feet of a fire hydrant or hydrant lead. Owners shall remove snow, vegetation or other material that has covered or obstructed the view of a hydrant(s) on their property.

~~(436)~~ Installation prior to construction. Fire hydrants shall be installed, tested and placed in service prior to combustible construction.

~~(447)~~ Out of service fire hydrants. Private fire hydrants and water systems placed out of service or made inoperable for maintenance, repair or construction shall be covered with a durable and weather-resistant bag to indicate the hydrant is unusable. The Fire & Rescue Department shall be notified immediately when hydrants and/or systems are out of service. Fire hydrants and/or water systems shall be repaired and returned to service within 48 hours.

~~(458)~~ Maintenance. The inspection(s), test and maintenance of required fire hydrants shall be recorded on forms approved by the Fire Chief. Completed forms shall be maintained on premises and made available to the Fire & Rescue Department upon request or during required fire inspections. Copies of the above records shall be provided to the Department upon request. Failure to provide the completed forms as required shall constitute a rebuttable presumption that required inspections, tests and maintenance have not been performed.

~~(469)~~ Mobile home parks. Mobile home parks or additions to existing mobile home parks shall have an approved fire protection water supply system. The system shall include water mains, hydrants and appurtenances capable of providing a minimum of 500 gpm with residual pressure of 20 psi at any hydrant on said system. Approved hydrants shall be installed so that every lot or structure in the mobile home park is within 500 feet of a hydrant. Materials and equipment used must meet the standards, rules and regulations of the Village of Pleasant Prairie Water Utility.

J.L Protection of fire hydrants and other control valves. Private fire hydrants and those fire protection control valves and devices placed along drives and parking areas of a building shall be protected by bollards. The Department shall determine the number of bollards needed.

K.M Strobe light.

- (1) A red strobe light shall be placed in the vertical position above the audible water flow alarm. The light shall be activated by a sprinkler water flow. Additional strobe lights will be required on the exterior of buildings that have multiple sprinkler (risers in multiple locations) systems.
- (2) Strobe specifications: The following strobe lights are acceptable for use: Federal, Model 131 ST/DST and Whelen, Model 1550. Alternate manufacturers must be approved by the Department prior to installation.

L.N Annual inspections.

- (1) Every standpipe system or sprinkler system required by the Village Code or by the administrative rules of the State of Wisconsin shall be inspected at least once within each consecutive twelve-month period and maintained in accordance with the most current Wisconsin Administrative Code ~~edition of Ch. Comm 51, Editor's Note: See now Chs. Comm 60-66, the Wisconsin Commercial Building Code. Wis. Adm. Code~~, and NFPA 25, Inspection, Testing and Maintenance of Water-Based Fire Protection Systems.
- (2) Every fire alarm system required by the Village Code or by the administrative rules of the State of Wisconsin shall be inspected at least once within each consecutive twelve-month period and maintained in accordance with the current edition of the Wisconsin Administrative Code and NFPA 72, National Fire Alarm and Signaling Code.
- (23) Annual maintenance permit and inspection form. Prior to performing the annual inspection required by NFPA 72 and NFPA 25 of a fire alarm system and fire sprinkler system and/or fire pump, the owner shall obtain a permit and inspection form from the Fire & Rescue Department. The results of the inspection shall be recorded on the Department form and copies given to the Fire Chief, owner and all others authorized by the owner within 10 days of the date the inspection was performed. In the case that deficiencies are found, the Department shall be given a schedule as to when repairs will be made at such time the inspection report is filed with the Department. In the event that a permit is not obtained prior to the inspection being performed, the owner may be subject to an additional fee, in accordance with § 180-17N.

M.O. Non-hydrant areas. For any building or areas of buildings which have been described herein and are built in a non-hydrant area of the Village (no public water mains), said building shall include an approved sprinkler system. Any approved sprinkler system must be connected to a sufficient water supply and sufficient pressure prior to occupancy. At such time municipal water becomes available to the site, connection to the municipal water system must be made within six months.

N.P. Completion of work. At such time that each sprinkler project is completed, the sprinkler contractor shall provide the owner of the building and the Fire & Rescue Department with a letter stating that the sprinkler system, or portion thereof, is one-hundred-percent operational and built according to the design of the licensed and certified fire protection engineer.

O.Q Maintenance of automatic fire sprinkler, suppression and fire alarm systems. Sprinkler systems, standpipe systems, fire alarm systems and other fire protective or extinguishing systems or appliances which have been installed in compliance with a permit or order, or because of any law or ordinance, shall be maintained in operative condition at all times in accordance with NFPA 25, Inspection, Testing and Maintenance of Water-Based Fire Protection Systems, and other applicable NFPA codes as identified in Subsection F-H of this section. Further, it shall be unlawful for any owner ~~of or~~ occupant to reduce the effectiveness of the protection so required, except that this shall not prohibit the owner or occupant from temporarily reducing or discontinuing the protection where necessary to make tests, repairs, alterations or additions. The Chief of the Fire & Rescue Department shall be notified before repairs, alterations or additions are begun and shall be notified again when the system has been restored to service.

P.R Additions, remodeled buildings, and change of use. All existing public buildings or places of employment and all additions shall conform to this section, as follows:

- (1) More than 50% remodeled or added: if more than 50% of the gross area of a building is remodeled and/or added, the entire building shall be provided with the requirements in this section, provided that the Village determines the existing water supply is adequate.
- (2) Twenty-five percent to 50% remodeled or added: if 25% to 50% of the gross area of a building is remodeled and/or added, that part of the building which is remodeled and/or added shall be provided with the requirements of this section, provided that the Village determines the existing water supply is adequate.
- (3) Less than 25% remodeled or added: if less than 25% of the gross area of a building is remodeled and/or added, the requirements in this section need not be provided unless the remodeling includes dwelling units.
- (4) If the percentage remodeled or added is done from this date forward, all percentages are added together every time to get the total percentages remodeled.

(5) Change of use. If the use of an existing building is changed to a new use ~~and or~~ the building undergoes physical remodeling, the entire building shall comply ~~with the percentages established in Subsection P(1) to (3) and sprinklers shall be updated.~~ this chapter.

Q.S. Exemptions. Rooms or buildings devoted to the manufacture or storage of aluminum powder, calcium carbide, calcium phosphate, metallic sodium or potassium, quick lime, magnesium powder, sodium peroxide or like materials where the application of water may cause or increase combustion are exempt from the use of automatic water sprinkling systems but are required to install other forms of fire protection systems approved by the Fire Chief.

R.T. Early warning detection.

(1) Smoke and heat detection systems shall be installed throughout the following buildings. These systems shall be monitored 24 hours per day by a remote central station service. When activated, the systems shall send an alarm signal to the central station.

(a) Theaters and assembly buildings.

(b) Hospitals.

(c) Nursing homes.

(d) Convalescent homes.

(e) Homes for the aged.

(f) Adult living centers.

(g) Adult day-care facilities.

(h) Community-based residential facilities.

(i) Schools and other places of instruction.

(j) Hotels.

(k) Motels.

(l) Dormitories.

(m) Fraternities.

(n) Sororities.

(o) Child day-care facilities.

(p) Multifamily buildings.

(2) Location. Approved fire detection devices shall be located per NFPA 70 and 72 and any other applicable state or NFPA codes.

(3) Installation. Approved fire detection devices shall be installed per NFPA 70 and 72 and any other applicable state or NFPA codes.

S.U. Automatic closing devices.

(1) Where installed:

(a) Except on single- and two-family dwellings, there shall be an automatic closing device on all fire and smoke doors, except doors leading directly outside in all buildings, regardless of size.

(b) On all fire shutters and vents.

(c) Wired into the fire alarm system when a fire alarm system is required.

(2) How installed: per National Fire Protection Association Standard 80, Standard for Fire Doors and Other Opening Protectives ~~Fire Doors and Windows.~~

(3) How maintained and inspected: per National Fire Protection Association Standard 80, Standard for Fire Doors and Other Opening Protectives ~~Fire Doors and Windows.~~

T.V. Fire alarm systems.

(1) All fire suppression and detection systems shall be monitored by an approved central station.

(2) The signal for a fire alarm shall be sent to an approved central station. The signal for tamper and/or supervision shall be sent to the central station only.

(3) A minimum of one fire alarm control annunciator panel (FACP) shall be placed in the fire sprinkler riser/fire pump room or a location approved by the Fire & Rescue Department.

(4) The remote annunciator(s) alarm/indicator panel(s) shall be located in a location approved by the Fire & Rescue Department. All functions for alarm silence, reset and area identification shall be performed at this panel.

(45) The fire alarm system and the annunciator panel shall be addressable.

(56) The addressable system shall include fire detection and suppression systems, pull stations, tamper supervision, and audio/visual devices.

(67) In places of public occupancy, pull stations shall be required in new construction and during remodel projects.

(8) A map shall be provided of the fire alarm system, which includes the location of the initiating device and the corresponding fire alarm number, shall be displayed on the map. The map shall be located near the main fire alarm control panel.

(79) The owner shall maintain all fire alarm systems and monitoring of those systems that were required by the Village as a condition of occupancy. No system or part of a system or monitoring thereof can be removed without approval of the Village. The owner who removes or causes the removal of to be removed the alarm system or monitoring of the alarm system shall be in violation of this chapter.

(10) The Central Station shall immediately retransmit the fire alarm to the Pleasant Prairie Dispatch Center, which shall be the first notification made.

#### W. Spray booths.

All spray booths greater than ten square feet in area shall have an approved suppression system per NFPA 15, Standard for Water Spray Fixed Systems for Fire Protection. The suppression system shall be interconnected with the required alarm system as an individual zone.

X. Cooking Hoods: Shall be connected to the required fire alarm system.

U:Y Exit lights and emergency lights.

(1) Exit and emergency lights are required in all places of public occupancy.

(2) Exit and emergency lights shall have battery backup unless connected to an emergency generator.

(3) Combination exit and emergency lights are acceptable and recommended.

(4) Emergency lighting shall be installed in the sprinkler riser or fire pump room.

(5) Emergency lighting shall be installed in any electrical equipment rooms.

V:Z Plan review, approval and conditions.

- (1) The plans for all fire sprinkler, fire suppression and fire alarm systems, both new and modified, must be submitted to the Department for review. The Department may use a third party contractor to perform the review.
- (2) No automatic fire sprinkler, fire suppression or fire alarm equipment shall be installed or altered in a building until plans have been submitted and approved by the Department. Upon payment of the review fees the ~~Village Community Development Department on behalf of the~~ Fire & Rescue Department shall issue a permit. Work started before a permit is issued may be subject to fine up to three times the original permit fee.
- (3) The Wisconsin registered fire protection contractor or other contractor(s) who was given the permit to work shall keep at the job site at all times one set of approved plans bearing the stamp of conditional approval from the Department and a copy of the specifications. The plans shall be open to inspection by an authorized representative of the Department immediately upon request.

W-AA. Revocation, extension and liability.

- (1) Revocation of approval. The Fire & Rescue Department may revoke any approval issued under the provisions of this section for any false statements or misrepresentation of facts on which the approval was based.
- (2) Expiration of plan approval. Plan approvals issued by the Department shall expire two years after the approval date indicated on the fire protection plans.
- (3) Extension of plan approval. Upon written request and payment of the fees specified under § **180-17** of this chapter, the expiration date described under Subsection ~~W(2)AA(2)~~ may be extended for a single two-year period, provided that the written request and fee are submitted prior to the expiration date of the original approval and the originally approved plans are revised to comply with the requirements of this section at the time that the request is made.
- (4) Limitation of liability. The conditional approval of an automatic fire sprinkler, suppression or fire alarm design by the Fire & Rescue Department shall not be construed as an assumption of any design responsibility.

X-BB. Appeals. Whenever the Chief of the Fire Department shall disapprove an application or refuse to grant a permit applied for or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Chief of the Fire Department to the Zoning Board of Appeals within 30 days from the date of the decision appealed.



§ 180-17. Automatic fire sprinkler fees.

A. Automatic fire sprinkler systems.

(1) The permit fee is based on the total number of sprinklers. The fee structure shall apply to both new systems and existing systems undergoing revision.

<b>Number of Sprinklers</b>	<b>Permit Fee</b>
1 to 20	\$ <del>357</del> <u>393</u>
21 to 100	\$ <del>708</del> <u>779</u>
101 to 200	\$ <del>975</del> <u>1073</u>
201 to 300	\$ <del>1,019</del> <u>1,121</u>
301 to 500	\$ <del>1,645</del> <u>1,810</u>
Over 500	\$ <del>1,645</del> <u>1,810</u> + \$ <del>1.35</del> <u>1.50</u> each sprinkler over 500

(2) Fast track plan review. The fee for a fast track (rush) plan review shall be added to the fee structure identified within this § **180-17**:

(a) Fast track (rush) plan reviews will reduce the typical review period of 20 business days to a maximum of seven business days.

(b) Fast track (rush) plan review fees will be charged by adding 100% to the base fee, plus the cost of overnight mail service, when applicable.

(c) Plans that have received a rush review will be returned via overnight mail service when requested for an additional shipping charge of \$25.

(d) Pleasant Prairie Fire & Rescue retains the right to extend the review time on large projects for quality assurance.

B. Fire protection equipment.

(1) Fire protection underground:

**Distance**

**(feet)**

**Fee**

(a)	0 to 200	<del>\$423</del> <u>466</u>
(b)	201 to 500	<del>\$484</del> <u>533</u>
(c)	501 to 999	<del>\$545</del> <u>600</u>
(d)	1,000 or more	<del>\$605</del> <u>666</u>

(2) Fire hydrants: ~~\$90~~ 100 each.

C. Gas suppression and dry chemical system permit fees. The fee is based on the total pounds of suppression agent used.

**Pounds of Suppression Agent**

**Fee**

1 to 50	<del>\$394</del> <u>434</u>
51 to 100	<del>\$418</del> <u>460</u>
101 to 200	<del>\$528</del> <u>581</u>
201 to 300	<del>\$660</del> <u>726</u>
301 to 400	<del>\$759</del> <u>835</u>
401 to 500	<del>\$792</del> <u>872</u>
501 to 750	<del>\$924</del> <u>1,017</u>
751 to 1,000	<del>\$1,122</del> <u>1,235</u>
Over 1,000	<del>\$1,122</del> <u>1,235</u> + <del>\$0.55</del> <u>.61</u> each pound of agent over 1,000 pounds

D. Restaurant wet chemical systems.

<b>Number of Nozzles</b>	<b>Permit Fee</b>
1 to 15	\$ <del>475</del> <u>523</u>
16 to 30	\$ <del>655</del> <u>721</u>
31 to 50	\$ <del>835</del> <u>919</u>
Over 50	\$ <del>835</del> <u>919</u> plus \$ <del>16.70</del> <u>18.37</u> for each nozzle over 50

E. Restaurant mechanical hood and duct systems.

(1) Restaurant system: \$~~570~~ 627 per hood.

(2) Each additional system or hood reviewed at the same time, for the same building: \$~~297~~ 327 per hood.

F. Smoke control / management / exhaust systems.

(1) Smoke control system: \$~~1,000~~ 1,100 per system, plus hourly rate of \$~~100~~ 110 per hour.

G. Fire detection and alarm systems. The permit fee is based on the total number of devices:

<b>Number of Devices</b>	<b>Fee</b>
1 to 10	\$ <del>390</del> <u>429</u>
11 to 25	\$ <del>580</del> <u>638</u>
26 to 50	\$ <del>760</del> <u>836</u>
51 to 75	\$ <del>890</del> <u>979</u>
76 to 100	\$ <del>1,156</del> <u>1,272</u>
101 to 125	\$ <del>1,440</del> <u>1,584</u>
Over 125	\$ <del>1,440</del> <u>1,584</u> + \$ <del>4</del> <u>5</u> per additional device over 125

H. Standpipe systems and fire pumps.

(1) Standpipe permit fee: ~~\$300-~~ 330 per standpipe.

(2) Fire pump permit fee: ~~\$375-~~ 413 per fire pump.

I. Petroleum / chemical tank. The permit fee for the installation or removal of aboveground or underground petroleum/chemical tanks charged by the Fire & Rescue Department shall be as follows:

<b>Tank System Category</b>	<b>Plan Review Fee</b>	<b>Installation/ Removal Inspection Fee</b>	<b>Plan Revision Fee</b>	<b>Reinspection Fee</b>
Aggregate capacity equal to or less than 1,100 gallons installed on a farm premises with inspection in 5 days or less		\$75		\$0
Aggregate capacity equal to or less than 1,100 gallons installed on a farm premises with inspection in 2 days or less	\$60	\$100	\$100	\$0
Aggregate capacity equal to or less than 1,100 gallons	\$125	\$100	\$100	\$100
Aggregate capacity 1,101 gallons through 48,000 gallons	\$150 (up to 10,000 gallons)	\$250	\$100 (up to 10,000 gallons)	\$100
Aggregate	\$150	\$300	\$100	\$100

<b>Tank System Category</b>	<b>Plan Review Fee</b>	<b>Installation/Removal Inspection Fee</b>	<b>Plan Revision Fee</b>	<b>Reinspection Fee</b>
capacity 48,001 gallons through 80,000 gallons				
Aggregate capacity 80,001 gallons through 120,000 gallons	\$180	\$450	\$120	\$150
Aggregate capacity 120,001 gallons or greater	\$360	\$600	\$150	\$200
Addition of corrosion protection to an existing system	\$35	\$100	\$100	\$100
Conversion of existing system to a point-of-sale type of dispensing system	\$35	\$100	\$100	\$100
Upgrade, exchange or conversion of existing leak detection methodology to another approved methodology or manufacturer	\$35	\$100, except conversion to SIR	\$100	\$100
UST pre-lining inspection	Aggregate as above	\$50 per tank	\$100	\$100
Upgrade or install Stage II vapor recovery on existing system	Aggregate as above	Aggregate as above	\$100	\$100

J. Testing.

- (1) Tests must be scheduled a minimum of 48 hours in advance.
- (2) Tests shall be scheduled when the contractor can assure the required work has been completed. Tests scheduled before the job is complete will be charged a reinspection fee.
- (3) Tests must begin within 30 minutes after the arrival of the Fire Inspector.

K. Triple fees. Contractors that start a job without first obtaining and receiving the appropriate review and permit, will be charged a fee that is triple the fees identified within this section, and a stop-work order will be issued.

L. Administrative fee. An administrative fee equal to 20% of the permit fee will be assessed for a re-review of the same fire alarm, fire sprinkler, fire-protection water main, fire-suppression plan or component of the plan that did not pass the initial review.

M. Permits. Permits will be issued only after the plans have been submitted and receive a satisfactory review.

N. Witness of test fees.

- (1) The fee to witness the following tests is included in the plan review fee:
  - (a) Fire-protection water supply hydrostatic test.
  - (b) Sprinkler system hydrostatic test.
  - (c) Standpipe system hydrostatic test.
  - (d) Dry system hydrostatic test.
  - (e) Dry valve trip test.
  - (f) Deluge system trip test.
  - (g) Fire pump acceptance test.
  - (h) Carbon dioxide system.
  - (i) Dry chemical system.
  - (j) Foam system.

(k) Halogenated agents systems.

(l) Special agent systems.

(m) Standpipe system flow test.

(n) Sprinkler system flow test.

(o) Foam system flow test.

(p) Fire hydrant flow test.

(q) Annunciator panel.

(r) Smoke detection.

(s) Heat detection.

(t) Infrared detection.

(u) Ultraviolet detection.

(v) Pull stations.

(w) Automatic fire doors.

(x) Flush underground piping.

(2) Dry pipe and double interlock system(s) air test of 24 hours shall require an additional permit fee of ~~\$175~~ 193.

Q. Fees to witness retest of systems listed above:

(1) One-hour test: ~~\$95~~ 105

(2) Two-hour test: ~~\$180~~ 200.

(3) Each additional hour: ~~\$95~~ 105.

P. Occupancy inspection fees. An inspection performed after the initial construction of a building or tenant space and prior to occupancy, or performed within an existing building of tenant space after a change in owner, tenant or use.

**Fee**

<b>Building Square Footage</b>	<b><del>Building with No Change to Sprinkler or Fire Alarm Systems</del></b>	<b><del>Building With Modification to Sprinkler or Fire Alarm Systems</del></b>
0 to <del>1,000</del> <u>5,000</u>	<del>\$50</del> <u>75</u>	<del>\$25</del>
<del>1,001 to 5,000</del>	<del>\$60</del>	<del>\$35</del>
5,001 to 25,000	<del>\$75</del> <u>100</u>	<del>\$50</del>
25,001 to 100,000	<del>\$100</del> <u>125</u>	<del>\$75</del>
100,001 to 500,000	<del>\$150</del> <u>175</u>	<del>\$125</del>
500,001 to 1,000,000	<del>\$200</del> <u>225</u>	<del>\$175</del>
Over 1,000,000	<del>\$250</del> <u>275</u>	<del>\$225</del>

Q. Special inspection: an inspection performed at the request of the owner, occupant, a Village of Pleasant Prairie department or court order. A special inspection fee is charged at ~~\$95~~ 105 per hour, including travel time.

R. Reinspection fees. This section applies when there is a need to perform one or more inspections after the initial fire-prevention inspection or occupancy inspection.

<b>Building Square Footage</b>	<b>Reinspection Fee</b>
0 to <del>1,000</del> <u>5,000</u>	<del>\$25</del> <u>50</u>
<del>1,001 to 5,000</del>	<del>\$35</del>
5,001 to <del>25,000</del> <u>100,000</u>	<del>\$50</del> <u>75</u>
<del>25,001 to 100,000</del>	<del>\$75</del>
100,001 to 500,000	\$125
500,001 to 1,000,000	\$175



<b>Building Square Footage</b>	<b>Reinspection Fee</b>
Over 1,000,000	\$225

S. Annual fire sprinkler (NFPA 25) and fire alarm (NFPA 72) inspection permits.

(1) Per § **180-16**(L)(2), the fee for an annual inspection permit and inspection form is as follows:

<b>Risers/Pump</b>	<b>Fee</b>
1 to 5	\$35
6 to 10	\$40
11 to 15	\$45
16 to 20	\$50
21 to 25	\$55
26 or more	\$60
Fire pump, per pump	\$35
<u>Fire Alarm System</u>	<u>\$35</u>

(2) Failure to obtain a permit for an annual inspection form: minimum of \$50 plus triple fee for each applicable item listed above.

(3) Failure to return a completed annual inspection form: minimum of \$50 plus triple fee for each applicable item listed above.

T. Professional services.

(1) Professional services are billed when the Village subcontractor provides such services and/or on-site inspection of the systems described within the ordinance.

(2) Fees for professional services (fire-protection consultant) are billed at ~~\$150~~ 175 per hour, plus mileage.

(3) Performance-based code review(s) are billed at ~~\$150~~ 175 per hour.

(4) The need for professional services or on-site inspections to be performed by the Village subcontractor will be at the discretion of the Fire Chief.

U. Overtime fees.

(1) This fee will apply to all fire-protection systems (sprinkler, detection, alarms, etc.), testing and occupancy inspections.

(a) Tests required before 8:00 a.m. or after 5:00 p.m., Monday through Friday.

(b) Weekends.

(2) The fee will be assessed at 1.5 times the hourly rate of \$~~95~~ 105 with a minimum charge of two hours.

V. Village holidays.

(1) A Village holiday is any weekday that the Village Hall is closed.

(2) The fee will be assessed at two times the hourly rate of \$~~95~~ 105, with a minimum charge of two hours.

W. Stop-work order. The inspector may issue a stop-work order for construction to be stopped for any of the following reasons:

(1) If written violations are not corrected within 30 days.

(2) Construction significantly deviates from approved and permitted plans, as determined by the inspector.

(3) When construction is dangerously unsafe, as determined by the inspector.

(4) The inspector is denied access to property.

§ 180-18. Hazardous materials and spills.

A. Prohibited discharges. No person, firm or corporation shall discharge or cause to be discharged, leaked, leached or spilled upon any public or private street or alley, or public, private or Village-owned property, or onto the ground, surface waters, subsurface waters, or aquifers, within the Village of Pleasant Prairie, except those areas specifically licensed for waste disposal activities and to receive such materials, any explosive, flammable or combustible liquid or gas, any radioactive material at or above nuclear regulatory restriction levels, etiologic agents, or any solid, liquid or gas creating a hazard, potential hazard, or public nuisance or any solid, liquid or gas have a deleterious effect on the environment.

B. Containment, cleanup and restoration. Any person, firm or corporation in violation of this section shall, upon direction of the Chief, begin immediate actions to contain, cleanup and

remove to an approved repository the offending material(s) and restore the site to its original condition. The spiller (offending person, firm, or corporation) is responsible for all expenses incurred by the Department, mutual aid departments and contractors retained during the mitigation, removal and cleanup. Should any person, firm, or corporation fail to engage the necessary personnel and equipment to comply with or to complete the requirements of this section, the Chief shall notify the Office of Emergency Government, which may order the required actions to be taken by public or private resources and allow the recovery of any and all costs incurred by the Village and those assisting the Village in this matter.

C. Response by emergency services. A response by emergency services includes but is not limited to fire services, emergency medical services, and police and law enforcement services. A person, firm or corporation who or which possesses or controls a hazardous substance which is discharged or who or which causes the discharge of a hazardous substance shall be responsible for reimbursement to the responding agencies for actual and necessary expenses incurred in carrying out their duties under this section.

D. Expenses. Actual and necessary expenses may include but are not limited to personnel hourly costs; fire and rescue vehicle hourly costs; equipment expense; replacement of equipment damaged by the hazardous material; the replacement costs of any extinguishing agent or chemical, neutralizer or materials used to extinguish a fire or suppress a vapor; confinement, neutralizing or cleanup of any flammable or combustible liquid, gas, solid or any hazardous material or chemical involved in any fire or accidental spill; cleaning, decontamination, and maintenance of the equipment specific to the incident; costs incurred in the procurement and use of specialized equipment specific to the incident; specific laboratory expenses incurred in the recognition and identification of hazardous substances in the evaluation of the response; and decontamination, cleanup and medical surveillance of response personnel as required by the responding agency's medical advisor.

§ 180-19. Health and safety.

Chapter ~~COMM-SPS 330~~, Fire Department Health and Safety, Wis. Adm. Code, Department of Safety and Professional Services (SPS)~~Commerce (COMM)~~ is hereby adopted by reference with the same force and effect as if fully set forth herein and as the same may be from time to time amended.

§ 180-20. Elevators.

A. Purpose; intent. It is the purpose of this section to establish minimum requirements relating to the specification and installation of an elevator within a building or structure that adequately meets the needs of the Department. It is the intent of this section to ensure adequate access to any floor or level that is above or below the ground or first floor level. It has been the past experience that elevators have been specified and installed within buildings and structures within the Village of Pleasant Prairie that do not adequately meet

the needs of the Department. It is recognized that an ordinance is needed to identify the minimum size elevator that will be accepted by the Department.

B. Scope. This section applies to all new construction that is covered within the Wisconsin Administrative Code Department of Commerce Codes, Chs. COMM 54 to 62 and 66, Wis. Adm. Code. All existing public buildings or places of employment and all additions shall conform to this section, as follows:

(1) Additions, remodeled buildings, and change of use.

(a) Any existing building that is to be modified by addition or remodel in a percentage of 25% or more shall comply with the intent of this section when a new elevator installation is required.

(b) If the use of an existing building is changed to a new use and the building undergoes physical remodeling, the building shall comply with the intent of this section when a new elevator installation is required.

(c) Exemptions:

[1] Multi-tenant dwelling buildings which have separated, private entrances and that do not share an internal common corridor.

[2] Mezzanine levels which are not utilized as work environments, provided that their primary function is as storage space.

C. Reference. Department of Safety and Professional Services Commerce, Ch. COMM-SPS 318, Elevator Code, Wis. Adm. Code.

D. Minimum rated load and capacity for elevators. At least one elevator for each building or structure shall be designed to accommodate an ambulance stretcher that is a minimum 80 inches by 24 inches in the horizontal position along with three Department personnel and all associated equipment. The door and car size shall permit the entrance and exit of an ambulance stretcher without tilting the stretcher at any time.

(1) Acceptable minimum size.

(a) Passenger (general purpose): capacity 4,000 pounds with a minimum clear cab inside of 7 feet 8 inches by 5 feet 5 inches.

(b) Hospital/service: capacity 4,500 pounds with a minimum clear cab inside of 5 feet 8 inches by 7 feet 9 1/2 inches.

(c) The proposed elevator shall meet or exceed these minimum clear cab inside dimensions.

E. Location within the building. The Department shall review and approve the proposed location being considered for the elevator. This is to ensure that the elevator is easily accessible and readily available to the emergency services. This will be done in conjunction with site and operational approval for a building permit and is not associated with the shop drawing approval process described in the following sections.

F. Submittal. All shop drawings of proposed elevators for each building or structure shall be submitted to the Department for review and approval.

G. All shop drawings will be reviewed and returned accepted or not accepted within three weeks of being received.

H. The elevator emergency notification device shall report to the Village of Pleasant Prairie Dispatch Center using the fire emergency phone number. Notification shall consist of a prerecorded message stating the name and address of the occupancy and have the capability for the occupant to speak directly with a Village of Pleasant Prairie Dispatcher.

H.I. No installation shall begin until the Department has completed a satisfactory review and issued a permit.

§ 180-21. Key box system.

A. The Department has adopted a key box system requiring the installation of miniature vaults placed upon the exterior of buildings, gateposts or other applicable locations. Contained within the vault are the keys that will allow the Department to access the respective structure in a timely manner to combat a fire emergency, medical emergency or other emergency alarms.

B. Key boxes shall be placed on a building of which the Department is required to perform an inspection or which has a fire alarm or a combination of fire alarms as well as detection and suppression devices. The Chief may require one or more boxes dependent on the size of the structure or facility.

C. Typically, key boxes are placed upon a new structure, or during change of use or occupancy. However, the Chief shall have the authority to require an owner to place a key box on an existing building. The Chief shall determine the size and location of the key box so as to be readily accessible in case of an alarm or emergency.

D. A minimum of one Fire & Rescue approved Material Safety Data Sheet storage box(s) shall be provided for each tenant to contain data sheets on all products that are considered hazardous within the facility. The location of the storage box shall be determined by the Fire & Rescue Department.

D. The Chief may require the installation of a key box on a private dwelling where a fire alarm system exists and multiple false alarms have occurred.

E. The Department shall approve a key box system, prior to the installation of such system, which meets existing specifications and the needs of the Department.

F. Knox Key Boxes and related products used by the Fire & Rescue Department within the Village of Pleasant Prairie shall be purchased directly from the Fire & Rescue Department. The sale price shall include the most current price of each product, the current shipping and handling costs, plus an administrative fee of 10%.

§ 180-22. Storage tanks.

A. Plan and permits. A permit is required for the installation, upgrade or removal of new and existing aboveground or below-ground storage tanks, piping or appliances. The Department, upon a satisfactory review of the plans submitted, issues this permit.

B. Department of Safety and Professional Services Commerce Codes. The installation, upgrade and/or removal of storage tanks shall be in compliance with the State of Wisconsin Department of Safety and Professional Services Commerce Codes.

C. Violation. Any person failing to obtain a permit is in violation of this chapter.

§ 180-23. Fees for response and service on roads, streets, highways, public waterways and railroads.

The Village of Pleasant Prairie from time to time responds to provide emergency service on a local street, county trunk highway, state trunk highway, the interstate system, public waterways, and the railroad system, where emergencies such as vehicle fires, vehicle accidents, transportation incidents and spills create a hazardous condition.

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

**COUNTY TRUNK HIGHWAY**

A road maintained by the County Highway Department.

**DISPOSABLE SUPPLIES**

Any material used to control and/or remove a hazard and then must be replenished, such as fire-fighting foam and/or oil dry.

**EMERGENCY VEHICLES**

Fire apparatus, ambulance vehicles, and support vehicles operated by the Village of Pleasant Prairie and/or by the municipalities that are signatories to the MABAS (Mutual Aid Box Alarm System) mutual aid agreement that are providing service within the Village of Pleasant Prairie.

**HAZARDOUS CONDITION**

A condition or substance (solid, liquid or gas) capable of posing an unreasonable risk to health, safety, the environment or property.

**NATIONAL HIGHWAY SYSTEM**

Any highway maintained by the State Department of Transportation that is a part of the national system of interstate highways, including entrance and exit ramps, frontage access roads, service centers, and inspection and weigh stations.

**SERVICE**

An act performed by the Fire & Rescue Department upon the national highway system, state trunk highway or local street that includes but is not limited to extinguishing a vehicle fire, using extrication equipment to aid in the removal of victims of a vehicular accident, and cleanup of a hazardous condition or spill.

**SPECIALIZED VEHICLES**

Vehicles such as heavy lifting tow trucks, cranes, and vacuum trucks, owned or operated by the Village or a subcontractor to the Village, that are needed to control and/or remove a hazardous condition.

**STATE TRUNK HIGHWAY**

A road maintained by the State Department of Transportation.

**STREET**

A local thoroughfare or roadway, either private or owned and maintained by the Village.

B. Fees to be charged for emergency service. The owner of each and every vehicle receiving emergency service from the Village for the use of its emergency fire vehicles, equipment, and disposable supplies, such as fire-fighting foam, oil dry and other material used to remove a hazardous condition, shall pay for such service when rendered within the Village on a local street, county trunk highway, state trunk highway, the interstate system, public waterways, and the railroad system.

(1) At such time the Fire & Rescue Department provides the services described above, the owner of the vehicle(s) is charged the following fees:

(a) Pumper/tanker: \$400 per hour per pumper/tanker.

(b) Engine: \$300 per hour per engine.

(c) Ladder truck: \$350 per hour per ladder truck.

(d) Tanker fire truck: \$300 per hour per tanker fire truck.

(e) Grass fire truck: \$150 per hour per grass fire truck.

(f) Command car: \$100 per hour per command car.

(g) Ambulance (when used as a fire unit and not an emergency medical unit): \$200 per hour per ambulance.

(2) Personnel charges are billed at the actual rates for the length of service performed.

(3) Specialized contracted vehicles, equipment and disposable supplies: actual costs.

(4) An administration charge of 5% of the subtotal will be added.

§ 180-24. Fees for recovery of costs.

The Village of Pleasant Prairie Fire & Rescue Department from time to time responds to provide a service after which it can be determined that a fire was intentionally set, a false alarm occurred because a fire or rescue call was falsely reported either verbally or through the activation of a fire alarm device, a fire detection device and/or a fire suppression system, or by the failure of the property owner to properly and adequately make prior notification that would have prevented the unnecessary response by the Fire & Rescue Department during a scheduled test, scheduled maintenance or scheduled repair of either a fire alarm device, fire detection device and/or fire suppression systems. When in fact it is determined that an event such as those described above has occurred, the Village will seek to recover the costs expended during such a response from the responsible party or the property owner when applicable.

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

**FALSE ALARM**

A report of an emergency that was found to be not true and caused by an unintentional or accidental activation.

(1) **PREVENTABLE FALSE ALARM** — A report of an emergency either verbally, automatically or during a scheduled test, scheduled maintenance or scheduled repair of either a fire alarm device, fire detection device and/or fire suppression system that could have been prevented by prior notification to the central station and/or local fire department which in fact would have prevented an emergency response by the fire department.

(2) **MALICIOUS FALSE ALARM** — A report of an emergency that was found to be not true and caused by an intentional verbal reporting or manual activation of a fire alarm or fire suppression system.

**FIRE ALARM AND DETECTION DEVICE**

A device designed to send a fire alarm thus reporting an emergency and/or which monitors the products of combustion, most commonly known as heat, smoke and radiant energy, and which in fact will send an alarm of emergency when appropriate.

**FIRE SUPPRESSION SYSTEM**

A device or system that uses water or special agents to automatically or manually release for the purpose of extinguishing a fire.

**FIRE, DELIBERATELY SET, LAWFUL**

A fire where the evidence supports the conclusion that the fire was intentionally set but the circumstances indicate that no law was broken, such as an open burning fire where there is a valid open burning permit in effect.



**FIRE, DELIBERATELY SET, UNLAWFUL**

A fire where the evidence supports the conclusion that the fire was intentionally set and that it was unlawful, such as an open burning fire where there is no valid open burning permit in effect.

**PROPERTY OWNER**

The owner of record.

**RESPONSIBLE PARTY**

The person or persons found to be responsible for causing the incident.

**SERVICE**

The service provided by the Fire & Rescue Department during such events as fires, hazardous material, emergency medical calls, and other events requiring the Department to contain, control and remove.

**UNINTENTIONAL FALSE ALARM**

When a device such as a fire alarm, fire detection system or fire suppression system is accidentally tripped, such as being struck by a forklift or falling boxes or excessive heating of a fusible link.

B. Cost recovery for emergency service at intentionally set fires. The person or persons found to be responsible for intentionally setting an unlawful fire may be charged for the services provided by the Village and/or by the departments identified within the mutual aid agreement for the use of emergency fire and rescue vehicles, equipment, disposable supplies, such as fire-fighting foam, and other material used to remove a hazardous condition, as well as contracted services and services from other municipal departments within the Village, and shall pay for such services when rendered within the Village.

C. Cost recovery for emergency service provided at what is determined to be a false alarm.

(1) When a person(s) is found to be responsible for a fire or rescue call that was falsely reported either verbally or through the activation of a fire alarm device, a fire detection device and/or a fire suppression system, that person may be charged for the services provided by the Village and/or by the departments identified within the mutual aid agreement for the use of emergency fire and rescue vehicles during the response to the incident described within.

(2) When the property owner fails to properly and adequately make prior notification that would prevent an unnecessary response by the Fire & Rescue Department during a scheduled test, scheduled maintenance or scheduled repair of either a fire alarm device, fire detection device and/or fire suppression system, the property owner may be charged for the services provided by the Village and/or by the departments identified within the mutual aid agreement for the use of emergency fire and rescue vehicles.

D. Fees to be charged for emergency service.

(1) At such time the Fire & Rescue Department provides the services described above, the owner of the vehicle(s) is charged the following fees, at a minimum of one hour, then every quarter hour thereafter:

(a) Pumper/tanker: \$400 per hour per pumper/tanker.

(b) Engine: \$300 per hour per engine.

(c) Ladder truck: \$350 per hour per ladder truck.

(d) Tanker fire: \$300 per hour per tanker fire truck.

(e) Grass fire truck: \$150 per hour per grass fire truck.

(f) Command car: \$100 per hour per command car.

(g) Ambulance (when used as a fire unit and not an emergency medical unit): \$200 per hour per ambulance.

(2) Personnel charges are billed at the actual rates for the length of service performed at a minimum of one hour, then every quarter hour thereafter.

(3) Specialized contracted vehicles, equipment and disposable supplies: actual costs.

(4) An administration charge of 5% of the subtotal will be added.

§ 180-25. Outdoor wood-fired boilers/furnaces and ovens.

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

**BIOMASS, OTHER**

Within this section, refers only to automatically fed fuels such as wood pellets, shelled corn, and wood chips (which shall comply with the "natural wood, dried" definition below).

**CHIMNEY**

A flue or flues or smoke stack that carries exhaust created by the products of combustion from a fire box or burn chamber.

**CLEAN WOOD**

See "natural wood, dried."

**EXISTING NONCONFORMING OUTDOOR WOOD-FIRED BOILER/FURNACE**

An outdoor wood-fired boiler/furnace which was purchased, installed with a valid permit and in operation prior to the effective date of the this section.

**NATURAL WOOD, DRIED**

A wood or wood product that has not been painted, varnished or coated with a similar material, that has not been treated with preservatives and does not contain resins or glues as found in plywood or other composite wood products and is dry, and the leaves have turned brittle or fallen from any branches.

**OPEN BURNING**

The act of starting, kindling or maintaining a fire by igniting combustible materials by a match, torch, or accelerant, where the products of combustion are emitted directly into the ambient air without passing through a chimney.

**OUTDOOR BURNING**

Open burning or burning in an outdoor wood-fired boiler/furnace.

**OUTDOOR WOOD-FIRED BOILER/FURNACE (OWBF)**

An OWBF is any furnace, stove, boiler or device designed to burn dried natural wood where the unit is not located within a building intended for habitation by humans or domestic animals. OWBFs provide heating and/or hot water to a single residence.

OWBFs are also known as "water stoves" (typically look like a small detached utility building with a chimney) or may also be referred to as an "outdoor wood boiler," an "outdoor wood furnace," or and "outdoor wood-fired hydronic heater."

**OUTDOOR WOOD-FIRED OVEN**

A woodburning pizza/bread oven made out of clay adobe, refractory fire bricks or refractory concrete.

**RESIDENCE**

A permanent structure constructed for the primary purpose of providing housing to a person or persons and being utilized for that purpose.

**RUBBISH AND REFUSE**

Old rags, paper, newspaper, furniture, white goods, metal, plastics, wood other than wood classified as yard waste, and other combustible materials.

**B.** Purpose and intent.

(1) An OWBF may provide an economical alternative to conventional heating systems; however, concerns have been raised regarding the safety and environmental impacts of these heating devices, particularly the production of offensive odors and potential health effects of uncontrolled emissions.

(2) This section is intended to ensure that existing nonconforming OWBFs are utilized in a manner that does not create a nuisance and is not detrimental to the health, safety and general welfare of the residents of the Village.

**C.** Use of outdoor wood-fired boilers/furnaces prohibited. The use of an OWBF is prohibited in the Village, unless the unit has been determined to be an existing nonconforming OWBF and is in full compliance with this section.

D. Existing nonconforming wood-fired boilers/furnaces. The use of an existing nonconforming OWBF is allowed to continue, provided that the following requirements are met:

- (1) The OWBF shall be fueled by dried natural wood, clean wood, or other biomass as defined within Subsection A of this section.
- (2) The OWBF shall not be fueled by rubbish and refuse as defined within Subsection A of this section.
- (3) The OWBF shall not be operated in violation of § 180-13 of the Village Municipal Code of Ordinances.
- (4) The OWBF shall be operated in compliance with the manufacturer's operating instructions.
- (5) The OWBF shall not be operated in such a manner as to become hazardous, harmful, noxious, or offensive to the surrounding neighborhood as determined by the Village Building Inspector and/or Village Fire & Rescue Chief.
- (6) The owner of the property which houses the OWBF shall obtain an annual outdoor wood-fired boiler/furnace operating permit pursuant to § 180-25E of this section.

E. Operating permit required. Upon adoption of this section, the owner of any existing nonconforming OWBF shall obtain an annual outdoor wood-fired boiler/furnace operating permit from the Village Fire & Rescue Department before continuing to operate the existing nonconforming OWBF.

F. Revocation of permit. The Village Fire & Rescue Chief shall have the authority to revoke a permit for a nonconforming OWBF for any one of the following reasons:

- (1) The OWBF has not been used for a period of 12 consecutive months.
- (2) The OWBF has been the subject of successful prosecution of a nuisance complaint(s).
- (3) The OWBF is not being operated pursuant to the manufacturer's operating instructions.
- (4) The required annual outdoor wood-fired boiler/furnace operating permit has not been obtained.

G. Outdoor wood-fired ovens. The use of an outdoor wood-fired oven is permitted subject to the following conditions:

- (1) The outdoor wood-fired oven shall be fueled by dried natural wood, clean wood, or other biomass as defined within Subsection A of this section.

- (2) The OWBF shall not be fueled by rubbish and refuse as defined within Subsection A of this section.
- (3) The outdoor wood-fired oven shall not be operated in violation of § 180-13 of the Village Municipal Code of Ordinances.
- (4) The outdoor wood-fired oven must be operated in compliance with the manufacturer's operating instructions, when such instructions exist.
- (5) Should any outdoor wood-fired oven operating under this section become hazardous, harmful, noxious, or offensive to the surrounding neighborhood as determined by the Village Building Inspector and/or Fire & Rescue Chief, then the owner shall correct, improve or cease to use the outdoor wood-fired oven.

H. Fees. Annual outdoor wood-fired boiler/furnace operating permit fee: \$20.

§ 180-26. Violations and penalties.

- A. Any person who shall violate any provision of this chapter or any order, rule or regulation made hereunder shall be subject to a penalty as provided in Chapter 1, § 1-4, of the Village Municipal Code.
- B. A person who violates a court order under § 180-14E(1) shall be subject to the penalties provided for in § 167.10(9), Wis. Stats, as may be amended from time to time.
- C. Any other person who violates § 180-14 shall be subject to the penalties as set forth in § 167.10(9)(b), Wis. Stats., as may be amended from time to time.

§ 180-27. Severe Weather Shelter

- A. The building architect shall identify the area within the building that can be used as a severe weather shelter of safe haven during severe weather such as a tornado. The designated area shall be identified with signage.

§ 180-28. Automated External Defibrillator (AED)

- A. An Automated External Defibrillator shall be located in each building or tenant of the building. The number and location of AEDs shall be determined by the Fire & Rescue Department.
- B. Employees of the occupancy shall be trained in the use of the AED.

Passed and adopted this 17<sup>th</sup> day of December, 2012.

\_\_\_\_\_  
John P. Steinbrink, President

Attest:

\_\_\_\_\_  
Jane M. Romanowski, Clerk

**CLERK'S CERTIFICATION OF  
BARTENDER LICENSE APPLICATIONS  
Period Ending:      December 11, 2012**

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. Neil A. Ebert | thru June 30, 2014 |
| 2. Diana Mercado | thru June 30, 2014 |

Jane M. Romanowski  
Village Clerk