

**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 3, 2012**  
**6:00 p.m.**

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.
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 Ordinance #12-43 to amend Chapter 242 of the Municipal Code relating to RecPlex fees.
  - B. Consider award of contract for the 2013 Village Newsletter printing and mailing services.
  - C. Consider award of contract to purchase a Rescue Equipment Trailer.
  - D. Consider award of contract to recoat the floor at Fire Station #2.
  - 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.

Village Board Agenda  
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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.
  - G. Consider an Intergovernmental Agreement with the Village of Mount Pleasant for the Southeast Wisconsin Clean Water Network.
  - H. Consider renewal of Mobile Home Park Licenses for 2013.
  - I. 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, WISCONSIN

RESOLUTION NO. 12-45

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**FINAL RESOLUTION AUTHORIZING  
MIDWESTERN DISASTER AREA REVENUE BOND FINANCING  
TO BENEFIT CENTRAL STORAGE & WAREHOUSE COMPANY**

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BE IT RESOLVED by the Village Board of the Village of Pleasant Prairie, Wisconsin (the “Issuer”), as follows:

Section 1      Recitals.

1.01      Under Wisconsin Statutes, Section 66.1103, as amended (the “Act”), the Issuer is authorized and empowered to issue revenue bonds to finance eligible costs of qualified “projects” (as defined in the Act), and to enter into “revenue agreements” (as defined in the Act) with “eligible participants” (as defined in the Act).

1.02      Pursuant to an Initial Resolution duly adopted on November 5, 2012, the Issuer expressed its intention to issue Midwestern Disaster Area Revenue Bonds of the Issuer in an amount not to exceed \$4,000,000 on behalf of Central Storage & Warehouse Company, a Wisconsin corporation (the “Borrower”) to finance a project consisting of the (i) construction of an approximately 37,350 square foot addition to the Borrower’s existing approximately 74,184 square foot storage and warehouse facility located at 7800 95<sup>th</sup> Street in the Village of Pleasant Prairie, Wisconsin (the “Facility”), (ii) acquisition and installation of non-movable equipment at the Facility and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”), all of which would contribute to the well-being of the Village of Pleasant Prairie, Wisconsin. Notice of adoption of the initial resolution adopted on November 5, 2012 was published as provided in the Act, and no petition requesting a referendum upon the question of issuance of the revenue bonds has been filed.

1.03      Pursuant to Wisconsin Statutes, Section 66.1103, as amended, the Issuer may finance a project which is located entirely within the geographic limits of the Issuer.

1.04      Drafts of the following documents have been submitted to this Village Board and are ordered filed in the office of the Village Clerk:

- (a)      an Indenture of Trust (the “Indenture”), proposed to be entered into between the Issuer and Wells Fargo Bank, National Association, as trustee (the “Trustee”), pursuant to which a series of bonds, in an aggregate principal amount not to exceed \$4,000,000, and designated as Midwestern Disaster Area Revenue Bonds, Series 2012 (Central Storage & Warehouse Company Project) (the “Bonds”) will be issued;
- (b)      a Loan Agreement (the “Loan Agreement”) between the Issuer and the Borrower;
- (c)      a Promissory Note from the Borrower to the Issuer, and assigned to the Trustee; and

(d) a No Arbitrage Certificate.

1.05 Pursuant to the Act, the Issuer may finance “projects” eligible to be financed with industrial development revenue bonds and qualified Midwestern disaster area bonds under 26 USC 1400N (a), as modified by P.L. 110, title VII, subtitle A, section 702 (d) (intro.) and (1); it is intended that the Bonds be issued as Midwestern Disaster Area Revenue Bonds.

Section 2 Findings and Determinations.

It is hereby found and determined that:

(a) based on representations of the Borrower, the Project constitutes a “project” authorized by the Act;

(b) a public hearing has been duly held on December 3, 2012 in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, at which residents of the Village of Pleasant Prairie, Wisconsin were given an opportunity to be heard in regard to the proposed issuance of the Bonds and the nature and location of the proposed Project;

(c) the purpose of the Issuer’s financing costs of the Project is and the effect thereof will be to promote the public purposes set forth in the Act;

(d) it is desirable that a series of Midwestern disaster area bonds in an aggregate principal amount not to exceed \$4,000,000 be issued by the Issuer upon the terms set forth in the Indenture, under the provisions of which the Issuer's interest in the Indenture (except for certain rights as provided therein) and the loan repayments will be assigned to the Trustee as security for the payment of principal of and interest on and premium, if any, on all the Bonds outstanding under the Indenture;

(e) the loan payments provided for in the Indenture and the Loan Agreement, and the formula set out for revising those payments under the Indenture and the Loan Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of and interest on and premium, if any, on Bonds issued under the Indenture when due; the amount necessary in each year to pay the principal of and interest on the Bonds is the sum of the principal and interest on the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; the Loan Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and

(f) under the provisions of the Act, the Bonds shall be limited obligations of the Issuer and the Bonds do not constitute an indebtedness of the Issuer, within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer's general credit or taxing powers or a pecuniary liability of the Issuer.

Section 3 Approvals and Authorizations; Authentication of Transcript.

3.01 This resolution shall constitute the approval of the Bonds within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Bonds are hereby

approved. There is hereby approved the issuance by the Issuer of its Bonds, in an aggregate principal amount not to exceed \$4,000,000, for the purpose of financing the Project.

3.02 The documents listed in Section 1.04 hereof, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, are approved. The Village President and the Village Clerk are hereby authorized and directed in the name and on behalf of the Issuer to execute such documents listed in Section 1.04 hereof to which the Issuer is a party, and either one of them or both of them are authorized and directed to execute such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's attorney and bond counsel, including an Internal Revenue Service Form 8038.

The Issuer shall proceed to issue its Midwestern Disaster Area Revenue Bonds, Series 2012 (Central Storage & Warehouse Company Project), in the aggregate principal amount not to exceed \$4,000,000, in the forms and upon the terms set forth in the Indenture and Loan Agreement, which terms, including without limitation, interest rates, redemption provisions and maturity, are for this purpose incorporated in this resolution and made a part hereof. The terms are hereby approved without further action by the Issuer, subject to the following parameters:

- (a) the initial interest rate on the Bonds shall not exceed 7.0% and the maximum interest rate on the Bonds shall be 10.0%;
- (c) the sale and funding of the Bonds shall occur prior to December 31, 2012;
- (d) the final maturity date of the Bonds shall be no later than 30 years after the date of issuance;
- (f) the maximum aggregate principal amount of the Bonds shall not exceed \$4,000,000.

If the Bonds are sold and issued in conformity with the parameters set forth herein, no further authorization by the Issuer is required, and the Village President and the Village Clerk of the Issuer are authorized and directed to execute, attest and deliver the documents listed in Section 1.04 herein which are hereby approved, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, and such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's attorney and bond counsel, including an Internal Revenue Service Form 8038.

3.03 The publication in the official newspaper of the Issuer of the notice for the public hearing referred to in Section 2(b) of this resolution, and such notice of public hearing as so published, are hereby ratified.

3.04 The Village President and the Village Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

3.05 The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's attorney and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

3.06 Wells Fargo Bank, National Association shall initially assume and perform the duties of Trustee.

3.07 The Bonds shall be sold to Wells Fargo Bank, National Association. Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes.

3.08 The Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the Indenture and the Loan Agreement. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer shall pledge and assign to the Trustee all of its right, title and interest in and to the trust estate described in the Indenture.

Passed and adopted at a regular meeting of the Village Board of the Village of Pleasant Prairie this 3<sup>rd</sup> day of December, 2012.

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**

[SEAL]

By: \_\_\_\_\_  
John P. Steinbrink, Village President

By: \_\_\_\_\_  
Jane M. Romanowski, Village Clerk

**CERTIFICATION BY VILLAGE CLERK**

I, Jane M. Romanowski, being first duly sworn, hereby certify that I am the duly qualified and acting Village Clerk of the Village of Pleasant Prairie, Wisconsin (the "Issuer"), and as such I have in my possession, or have access to, the complete corporate records of the Issuer and of its Village Board; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. \_\_\_\_ entitled:

FINAL RESOLUTION AUTHORIZING  
MIDWESTERN DISASTER AREA REVENUE BOND FINANCING  
TO BENEFIT CENTRAL STORAGE & WAREHOUSE COMPANY

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Village Board of the Issuer at a meeting held at Village Hall, 9915 39th Avenue, Pleasant Prairie, Wisconsin, at \_\_\_\_ p.m. on December 3, 2012 at a regular meeting of the Village Board and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the Village Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the Issuer.

3. Said meeting was called to order by \_\_\_\_\_, who chaired the meeting. Upon roll, I noted and recorded that the following trustees were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following trustees were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_. Following discussion and after all trustees who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ABSTAINED:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Whereupon the meeting chair declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Issuer hereto on this \_\_\_\_ day of December, 2012.

VILLAGE OF PLEASANT PRAIRIE,  
WISCONSIN

[SEAL]

By: \_\_\_\_\_  
Jane M. Romanowski, Village Clerk



**EXHIBIT A**

**NOTICE TO THE ELECTORS**

On December 3, 2012, a resolution was offered, read, approved and adopted whereby the Village of Pleasant Prairie, Wisconsin authorized the issuance and sale of its Midwestern Disaster Area Revenue Bonds, Series 2012 (Central Storage & Warehouse Company Project) in an aggregate principal amount not to exceed \$4,000,000 (the "Bonds"). The closing of this bond sale was held on December \_\_\_\_, 2012. A copy of all proceedings had to date with respect to the authorization and sale of said Bonds is on file and may be examined in the office of the Village Clerk, 9915 39th Avenue, Pleasant Prairie, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Jane M. Romanowski, Village Clerk  
Village of Pleasant Prairie, Wisconsin

December \_\_, 2012

Village of Pleasant Prairie  
Village Hall  
9915 39th Avenue  
Pleasant Prairie, WI 53158

Wells Fargo Bank, N.A.  
204 East Grand Avenue, 2nd Floor  
Eau Claire, WI 54701

Whyte Hirschboeck Dudek S.C.  
555 East Wells Street, Suite 1900  
Milwaukee, WI 53202

Re: \$4,000,000 Village of Pleasant Prairie, Wisconsin  
Midwestern Disaster Area Revenue Bonds, Series 2012  
(Central Storage & Warehouse Company Project)

Ladies and Gentlemen:

We have acted as special counsel to the Village of Pleasant Prairie, Wisconsin (the "Issuer") in connection with the above-described Bonds (the "Bonds"). In connection with the issuance on this date by the Issuer of the Bonds, we have examined (a) the resolutions of the Issuer adopted on November 5, 2012, and December 3, 2012 (the "Resolutions") authorizing the issuance of the Bonds and the execution and delivery of (i) an Indenture of Trust dated as of December 1, 2012 (the "Indenture") between the Issuer and Wells Fargo Bank, National Association, Minneapolis, Minnesota, as trustee (the "Trustee") and (ii) a Loan Agreement, dated as of December 1, 2012 (the "Loan Agreement"), between the Issuer and Central Storage & Warehouse Company, a Wisconsin corporation (the "Borrower"), (b) executed counterparts of the Indenture and the Loan Agreement and (c) such other documents as we considered appropriate and necessary to enable us to render this opinion.

In rendering our opinions we have made the following assumptions:

(a) Other than with respect to the Issuer, we have assumed the due execution and delivery of documents submitted to us by Bond Counsel in the form so submitted by all parties thereto, and that all legal requirements applicable to such parties, as such relate to the issuance of the Bonds, and the documents and instruments executed in connection therewith have been satisfied. We have assumed that the proceedings adopted by the

Issuer comply with the procedural requirements of Section 66.1103, Wisconsin Statutes, as amended (the "Act").

(b) With certain exceptions, we are qualified to practice law only in the State of Wisconsin and we do not purport to be experts on, or express any opinion herein concerning, any law other than the present internal laws of the State of Wisconsin.

(c) This opinion deals only with specific legal issues that it explicitly addresses and no opinions shall be implied as to matters not so addressed. Without limiting the foregoing, we express no opinion herein as to any provision affording indemnification, or any provision waiving the right to jury trial, and we give no opinion as to zoning, land use or subdivision laws and regulations, matters relating to federal or state tax or securities laws, and procedural compliance with the Act.

(d) We bring to your attention the fact that our legal opinions are an expression of professional judgment and are not a guarantee of a result. Additionally, we do not undertake to advise you of matters which may come to our attention subsequent to the date hereof which may affect our legal opinions expressed herein.

(e) Our opinions are limited to the extent that validity or enforceability of any document is limited by:

- (1) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, marshaling and other similar laws in effect from time to time affecting the rights and remedies of creditors, theories regarding the adequacy or sufficiency of consideration and/or fair value;
- (2) limitations imposed by general principles of equity upon the specific enforceability of any of the remedies or other provisions of such documents and upon the availability of injunctive relief and other equitable remedies (regardless of whether enforcement is considered in proceedings at law or in equity); and
- (3) subject to the qualification that certain provisions of such documents may not be enforceable in whole or in part under the laws of the State of Wisconsin but the inclusion of such provisions does not affect the validity of any such documents as a whole and each of such documents contains legally adequate provisions for the realization of the principal legal rights and benefits.

In arriving at the opinions expressed below, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of such records of the Issuer and have made such investigation of law as we have deemed appropriate. In delivering the opinions expressed below, we are relying upon facts certified as true in the certified transcript of the proceedings or represented to us as true by officers of the Issuer, and have not undertaken to verify any fact by independent investigation. Other than with respect to the Issuer, we have assumed the due execution and delivery of all documents by the other parties thereto.

Based on the foregoing, we are of the opinion that:

(1) The Issuer is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State of Wisconsin, and has corporate power and authority to carry out and consummate all transactions contemplated by the Indenture and Loan Agreement.

(2) The Indenture and Loan Agreement and the Bonds have been duly authorized, executed and delivered by the Issuer and are each in full force and effect and, assuming the due authorization, execution and delivery of the Indenture and Loan Agreement by the other parties thereto, constitute the valid and binding obligations of the Issuer in accordance with their terms.

(3) To the best of our knowledge, the execution, delivery and performance by the Issuer of the Indenture and Loan Agreement will not violate any provision of Wisconsin law or any applicable judgment, order or regulation of any court or of any public or governmental agency or authority of the State of Wisconsin.

(4) We are not representing the Issuer in any pending or threatened action, suit, proceeding, or investigation at law or in equity before or by any court, public board, or body wherein any unfavorable decision, ruling or finding would adversely affect the transactions contemplated by or the validity of the Bonds or the Indenture and Loan Agreement.

Very truly yours,

# Staff Report

**To:** Village Board Members  
**CC:** Mike Pollocoff, Village Administrator  
Carol Willke, Director of Recreation  
Lyn Boehm, Programs Director  
Kathy Goessl, VPP Finance Director  
**From:** Chris Finkel, Business Director  
**Date:** 11/26/2012  
**Re:** Chapter 242: Parks and Recreation Ordinance Modifications

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**This recommendation is for the modification to Chapter 242 of the Municipal Code as it pertains to the Recreation Department.**

## **§ 242-9. LakeView RecPlex.**

### **A. User charges for LakeView RecPlex**

The amendment to this section of the ordinance is the addition of new options of membership.

(23) A. All current and new basic full year memberships for residents, non-residents, seniors, corporate, village business et al. will be referred to as “*Experience Memberships*” and include access to a minimum of 30 free group fitness classes per week and other benefits as approved by Recreation Director, Village Administrator and Village Finance Director.

B. A second level, “*Exercise Membership*” may be added to any Primary, Spouse and Youth (14 year of age and older) *Experience Membership* for an additional monthly fee of \$35.

The “*Exercise Membership*” level includes free access to all group fitness classes and other benefits as approved by Recreation Director, Village Administrator, and Village Finance Director.

C. A third level, “*Excellence Membership*” may be added to any Primary, Spouse and Youth (18 years of age and older) *Experience Membership* for an additional monthly fee of \$55. *The Excellence Membership* includes free access to all group fitness classes, unlimited tanning per State of Wisconsin Guidelines and other benefits as approved by Recreation Director, Village Administrator, and Village Finance Director. See Attached.

### **B. (1) Rental Rates**

The amendment to this section of the ordinance is the addition new rental options and changes of fees for the Services. See attached.

### **C. Program Rates**

The amendment to this section of the ordinance is the addition of new Programs and changes of fees for recreation programs. See attached.

**D. (2) Program Services**

The amendment to this section of the ordinance is the addition new services and changes of fees for the Services. See attached.

**F. Birthday Party & Field Trip Rates.**

The amendment to this section of the ordinance is the addition new options and changes of fees for the Birthday Party & Field Trips. See attached.

**§ 242-13. Other Requirements.**

- A. The Director of Recreation has authority to act in the best interest of the RecPlex (a Village of Pleasant Prairie enterprise entity), including operating outside ordinance fees, when considering new programs, marketing promotions, memberships, special rates, or implementing any business practice as related to all Sections of 242 of the Village ordinances, if approved by Village Administrator. If exception to ordinance proves beneficial and recurrent, the ordinance shall be amended upon earliest opportunity.
- B. All other Village ordinances or other local, state or federal regulations that are relevant shall also apply.

**These ordinance changes will be recommended to the Village Board on the 3rd of December, 2012. Thank you for your consideration.**

**ORDINANCE #12-43**

**ORDINANCE TO AMEND CHAPTER 242  
OF THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN  
RELATING TO VILLAGE PARK AND LAKEVIEW REC PLEX FEES**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 242 is amended as follows:

**§ 242-9. LakeView RecPlex.**

A. User charges for LakeView RecPlex

**(23) Membership Options:**

- A. All current and new basic full year memberships for residents, non-residents, seniors, corporate, village business et al. will be referred to as “*Experience Memberships*” and include access to a minimum of 30 free group fitness classes per week and other benefits as approved by Recreation Director, Village Administrator and Village Finance Director.**
- B. A second level, “*Exercise Membership*” may be added to any Primary, Spouse and Youth (14 year of age and older) *Experience Membership* for an additional monthly fee of \$35. The “*Exercise Membership*” level includes free access to all group fitness classes and other benefits as approved by Recreation Director, Village Administrator, and Village Finance Director.**
- C. A third level, “*Excellence Membership*” may be added to any Primary, Spouse and Youth (18 years of age and older) *Experience Membership* for an additional monthly fee of \$55. The *Excellence Membership* includes free access to all group fitness classes, unlimited tanning per State of Wisconsin Guidelines and other benefits as approved by Recreation Director, Village Administrator, and Village Finance Director.**

B. Rental Rates

- (1) Rental rates schedule. See 242 Attachment schedule at the end of this chapter.

C. Program Rates. See 242 Attachment schedule at the end of this chapter

D. Program Services.

- (2) Program Services fees: See 242 Attachment fee schedule at the end of this chapter.

F. Birthday Party & Field Trip Rates – See 242 Attachment fee schedule at the end of this chapter.

**§ 242-13. Other Requirements.**

- A. The Director of Recreation has authority to act in the best interest of the RecPlex (a Village of Pleasant Prairie enterprise entity), including operating outside ordinance fees, when considering new programs, marketing promotions, memberships, special rates, or implementing any business practice as related to all Sections of 242 of the Village ordinances, if approved by Village Administrator. If exception to ordinance proves beneficial and recurrent, the ordinance shall be amended upon earliest opportunity.**
  
- B. All other Village ordinances or other local, state or federal regulations that are relevant shall also apply.

**The effective date of this ordinance amendment is January 1, 2013.**

Passed and adopted this 3<sup>rd</sup> day of December 2012.

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John P. Steinbrink, President

Attest:

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Jane M. Romanowski, Clerk

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



# RecPlex Program Fees 2013

Recommend: 12-3-12

Category	Program	Charge Per	Program Fees Dec 2012			Program Information			Fee Change		Cost per Class		Member Vs Non-Member	
			Online Savings \$2	Member	Non-Member	Early Bird (1)	Times per week	Length of Time min	# of weeks	M	NM	Member		Non-Member
AQ: LG & Safety	AED & CPR Class	Class	*	33	63		1	240	1	3	3	33.00	63.00	1.91
AQ: LG & Safety	AED, CPR, & First-Aid	Class	*	43	73		1	480	1	3	3	43.00	73.00	1.70
AQ: LG & Safety	Ellis Lifeguard Training Program	Session	*	178	253		2	120	5	3	3	17.80	25.30	1.42
AQ: LG & Safety	Ellis Lifeguard Re-certification	Session	*	128	203		2	60	5	3	3	12.80	20.30	1.59
AQ: LG & Safety	Jr. Lifeguard Training Program	Session	*	98	133	(5)	1	120	7	3	3	14.00	19.00	1.36
AQ: LG & Safety	Jr. Lifeguard Club: 8 week session	Session	*	58	85	(5)	1	60	8	3	3	7.25	10.63	1.47
AQ: LG & Safety	Jr. Lifeguard Club: 7 week session	Session	*	52	75	(5)	1	60	7	3	3	7.43	10.71	1.44
AQ: LG & Safety	Learn to Swim: Youth, Adult & Teen: 8 week session	Session	*	58	85	(5)	1	45	8	3	3	7.25	10.63	1.47
AQ: LG & Safety	Learn to Swim: Youth, Adult & Teen: 7 week session	Session	*	52	75	(5)	1	45	7	3	3	7.43	10.71	1.44
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 1: 8 week session	Session	*	30	48	(5)	1	60	8	NEV	NEV	3.75	6.00	1.60
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 1: 7 week session	Session	*	27	43	(5)	1	60	7	NEV	NEV	3.86	6.14	1.59
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 1: 6 week session	Session	*	25	41	(5)	1	60	6	NEV	NEV	4.17	6.83	1.64
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 1: 5 week session	Session	*	22	35	(5)	1	60	5	NEV	NEV	4.40	7.00	1.59
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 2: 8 week session	Session	*	45	70	(5)	1	60	8	NEV	NEV	5.63	8.75	1.56
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 2: 7 week session	Session	*	40	62	(5)	1	60	7	NEV	NEV	5.71	8.86	1.55
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 2: 6 week session	Session	*	35	54	(5)	1	60	6	NEV	NEV	5.83	9.00	1.54
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 2: 5 week session	Session	*	30	46	(5)	1	60	5	NEV	NEV	6.00	9.20	1.53
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 3: 8 week session	Session	*	59	82	(5)	1	60	8	NEV	NEV	7.38	10.25	1.39
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 3: 7 week session	Session	*	52	72	(5)	1	60	7	NEV	NEV	7.43	10.29	1.38
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 3: 6 week session	Session	*	45	63	(5)	1	60	6	NEV	NEV	7.50	10.50	1.40
Fitness: Fitness 4 Kid	Fitness 4 Kids: level 3: 5 week session	Session	*	38	53	(5)	1	60	5	NEV	NEV	7.60	10.60	1.39
Fitness: Group	Group Fitness: Core: 8 week session	Session	*	30	48	(5)	1	60	8	3	3	3.75	6.00	1.60
Fitness: Group	Group Fitness: Core: 7 week session	Session	*	27	43	(5)	1	60	7	3	3	3.86	6.14	1.59
Fitness: Group	Group Fitness: Core: 6 week session	Session	*	25	41	(5)	1	60	6	3	3	4.17	6.83	1.64
Fitness: Group	Group Fitness: Core: 5 week session	Session	*	22	35	(5)	1	60	5	3	3	4.40	7.00	1.59
Fitness: Group	Group Fitness: Core: 4 week session	Session	*	20	33	(5)	1	60	4	#	#	3.33		NA
Fitness: Group	Group Fitness: Specialty: 8 week session	Session	*	51	83	(5)	1	60	8	3	3	6.38	10.38	1.63
Fitness: Group	Group Fitness: Specialty: 7 week session	Session	*	46	75	(5)	1	60	7	3	3	6.57	10.71	1.63
Fitness: Group	Group Fitness: Specialty: 6 week session	Session	*	42	66	(5)	1	60	6	3	3	7.00	11.00	1.57
Fitness: Group	Group Fitness: Specialty: 5 week session	Session	*	36	56	(5)	1	60	5	3	3	7.20	11.20	1.56
Fitness: Group	Group Fitness: Fitness Mix: Core: 8 week	Session	*	82	168	(5)	3	60	8	3	3	3.42	7.00	2.05
Fitness: Group	Group Fitness: Fitness Mix: Core: 7 week	Session	*	72	148	(5)	3	60	7	3	3	3.43	7.05	2.06
Fitness: Group	Group Fitness: Fitness Mix: Core: 6 week	Session	*	62	128	(5)	3	60	6	3	3	3.44	7.11	2.06

# RecPlex Program Fees 2012

Recommend: 12-3-12

Category	Program	Charge Per	Online Savings		Program Fees Dec 2012			Program Information			Fee Change		Cost per Class		Member Vs Non-
			Savings \$2	Member	Non-Member	Early Bird (1)	Times per week	Length of Time	# of weeks	M	NM	Member	Non-Member		
Fitness: Group	Group Fitness: Fitness Mix: Core: 5 week	Session	*	52	108	(5)	3	60	5	3	3	3.47	7.20	2.08	
Fitness: Group	Group Fitness: Fitness Mix: Total: 8 week	Session	*	132	232	(5)	3	60	8	3	3	5.50	9.67	1.76	
Fitness: Group	Group Fitness: Fitness Mix: Total: 7 week	Session	*	118	208	(5)	3	60	7	3	3	5.62	9.90	1.76	
Fitness: Group	Group Fitness: Fitness Mix: Total: 6 week	Session	*	102	178	(5)	3	60	6	3	3	5.67	9.89	1.75	
Fitness: Group	Group Fitness: Fitness Mix: Total: 5 week	Session	*	88	148	(5)	3	60	5	3	3	5.87	9.87	1.68	
Fitness: Group	Group Fitness: Total Fitness Mix: Passport: Monthly	Monthly		60	NA	NA	3	60	4	#		5.00		NA	
Fitness: Group Training	Group Training: 1 days: 8 week Session	Session	*	79	129	(5)	1	45	8	3	3	9.88	16.13	1.63	
Fitness: Group Training	Group Training: 1 days: 7 week Session	Session	*	70	114	(5)	1	45	7	3	3	10.00	16.29	1.63	
Fitness: Group Training	Group Training: 1 days: 6 week Session	Session	*	61	99	(3)	1	45	6	3	3	10.17	16.50	1.62	
Fitness: Group Training	Group Training: 1 days: 5 week Session	Session	*	52	84	(3)	1	45	5	3	3	10.40	16.80	1.62	
Fitness: Group Training	Group Training: 1 days: per session	Session	*	13	20	(3)	1	45	1	3	3	13.00	20.00	1.54	
Fitness: Group Training	Group Training: 2 days: 8 week Session	Session	*	157	260	(5)	2	60	8	3	3	9.81	16.25	1.66	
Fitness: Group Training	Group Training: 2 days: 7 week Session	Session	*	138	228	(5)	2	60	7	3	3	9.86	16.29	1.65	
Fitness: Group Training	Group Training: 2 days: 6 week Session	Session	*	119	196	(5)	2	60	6	3	3	9.92	16.33	1.65	
Fitness: Group Training	Group Training: 2 days: 5 week Session	Session	*	100	164	(5)	2	60	5	3	3	10.00	16.40	1.64	
Fitness: Group Training	Group Training: 3 days: 8 week Session	Session	*	231	386	(5)	3	60	8	3	3	9.63	16.08	1.67	
Fitness: Group Training	Group Training: 3 days: 7 week Session	Session	*	203	338	(5)	3	60	7	3	3	9.67	16.10	1.67	
Fitness: Group Training	Group Training: 3 days: 6 week Session	Session	*	175	290	(5)	3	60	6	3	3	9.72	16.11	1.66	
Fitness: Group Training	Group Training: 3 days: 5 week Session	Session	*	146	242	(5)	3	60	5	3	3	9.73	16.13	1.66	
Ice	USFS Beginner: Parent Tot & Snow Plow Sam: 6 week	Session	*	60	72	(5)	1	30	6	3	3	10.00	12.00	1.20	
Ice	USFS Beginner: Parent Tot & Snow Plow Sam: 7 week	Session	*	69	83	(5)	1	30	7	3	3	9.86	11.86	1.20	
Ice	USFS Beginner: Parent Tot & Snow Plow Sam: 8 week	Session	*	79	95	(5)	1	30	8	3	3	9.88	11.88	1.20	
Ice	USFS Basic: Basic Skills 1-8 & Adult: 6 week session	Session	*	69	83	(5)	1	40	6	3	3	11.50	13.83	1.20	
Ice	USFS Basic: Basic Skills 1-8 & Adult: 7 week session	Session	*	80	96	(5)	1	40	7	3	3	11.43	13.71	1.20	
Ice	USFS Basic: Basic Skills 1-8 & Adult: 8 week session	Session	*	91	109	(5)	1	40	8	3	3	11.38	13.63	1.20	
Ice	USFS Freestyle 1-6 / Specialty: 6 week session	Session	*	81	97	(5)	1	40	6	3	3	13.50	16.17	1.20	
Ice	USFS Freestyle 1-6 / Specialty: 7 week session	Session	*	94	112	(5)	1	40	7	3	3	13.43	16.00	1.19	
Ice	USFS Freestyle 1-6 / Specialty: 8 week session	Session	*	107	128	(5)	1	40	8	3	3	13.38	16.00	1.20	
Ice	USFS Off Ice Classes: 6 week session	Session	*	37	58	(5)	1	40	6	3	3	6.17	9.67	1.57	
Ice	USFS Off Ice Classes: 7 week session	Session	*	43	68	(5)	1	40	7	3	3	6.14	9.71	1.58	
Ice	USFS Off Ice Classes: 8 week session	Session	*	49	78	(5)	1	40	8	3	3	6.13	9.75	1.59	
Ice	Hockey: Starter, Fundamentals, Advanced: 6 weeks	Session	*	114	128	(5)	3	60	6	3	3	6.33	7.11	1.12	
Ice	Hockey: Starter, Fundamentals, Advanced: 7 weeks	Session	*	132	148	(5)	3	60	7	3	3	6.29	7.05	1.12	

# RecPlex Program Fees 2012

Recommend: 12-3-12

Category	Program	Charge Per	Program Fees Dec 2012		Program Information			Fee Change		Cost per Class		Member Vs Non-Member		
			Online Savings \$2	Member	Non-Member	Early Bird (1)	Times per week	Length of Time min	# of weeks	M	NM		Member	Non-Member
Ice	Hockey: Starter, Fundamentals, Advanced: 8 weeks	Session	*	149	167	(5)	3	60	8	3	3	6.21	6.96	1.12
Ice	Hockey: Starter, Fundamentals, Advanced: 9 weeks	Session	*	166	186	(5)	3	60	9	3	3	6.15	6.89	1.12
Ice	Old Geezers	Season	*	213	233	-	1	90	16	3	3	13.31	14.56	1.09
Martial	ATA: Tiny Tigers, Karate Kids & Adult ATA: 8 week session	Session	*	106	165	(5)	3	50	8	3	3	4.42	6.88	1.56
Martial	ATA: Tiny Tigers, Karate Kids, & Adult ATA: 7 week session	Session	*	94	146	(5)	3	50	7	3	3	4.48	6.95	1.55
Martial	ATA: Tiny Tigers, Karate Kids & Adult ATA: 6 week session	Session	*	82	128	(5)	3	50	6	3	3	4.56	7.11	1.56
Martial	ATA: Tiny Tigers, Karate Kids, & Adult ATA: 5 week session	Session	*	69	108	(5)	3	50	5	3	3	4.60	7.20	1.57
Martial	Martial Arts: 8 week session	Session	*	59	82	(5)	1	60	8	3	3	7.38	10.25	1.39
Martial	Martial Arts: 7 week session	Session	*	52	72	(5)	1	60	7	3	3	7.43	10.29	1.38
Martial	Martial Arts: 6 week session	Session	*	46	63	(5)	1	60	6	3	3	7.67	10.50	1.37
Martial	Martial Arts: 5 week session	Session	*	39	53	(5)	1	60	5	3	3	7.80	10.60	1.36
Martial	Martial Arts: 8 week session: 90 minute	Session	*	68	94	(5)	1	90	8	3	3	8.50	11.75	1.38
Martial	Martial Arts: 7 week session: 90 minute	Session	*	60	82	(5)	1	90	7	3	3	8.57	11.71	1.37
Martial	Martial Arts: 6 week session: 90 minute	Session	*	53	73	(5)	1	90	6	3	3	8.83	12.17	1.38
Martial	Martial Arts: 5 week session: 90 minute	Session	*	45	62	(5)	1	90	5	3	3	9.00	12.40	1.38
YTH: Pro	Babysitting Class	Session	*	63	78		1	120	3	3	3	21.00	26.00	1.24
YTH: Pro	Youth & Family Program: level 1: 8 week session	Session	*	45	70	(5)	1	60	8	3	3	5.63	8.75	1.56
YTH: Pro	Youth & Family Program: level 1: 7 week session	Session	*	40	62	(5)	1	60	7	3	3	5.71	8.86	1.55
YTH: Pro	Youth & Family Program: level 1: 6 week session	Session	*	35	54	(5)	1	60	6	3	3	5.83	9.00	1.54
YTH: Pro	Youth & Family Program: level 1: 5 week session	Session	*	30	46	(5)	1	60	5	3	3	6.00	9.20	1.53
YTH: Pro	Youth & Family Program: level 2: 8 week session	Session	*	56	81	(5)	1	60	8	3	3	7.00	10.13	1.45
YTH: Pro	Youth & Family Program: level 2: 7 week session	Session	*	49	71	(5)	1	60	7	3	3	7.00	10.14	1.45
YTH: Pro	Youth & Family Program: level 2: 6 week session	Session	*	43	62	(5)	1	60	6	3	3	7.17	10.33	1.44
YTH: Pro	Youth & Family Program: level 2: 5 week session	Session	*	36	52	(5)	1	60	5	3	3	7.20	10.40	1.44

(1) Participants will receive \$5 off each program identified above, if they register by the early bird registration date.

(\* in ONLINE Column) Participants will receive \$2 off each program identified above, if they register online.

RecPlex  
Indoor Recreation Facility, Equipment, and Services 2013

Recommend: 12-3-12

Category	Program	Charge Per	Program Fees 2012		Fee Changes	
			Member	Non-Member	Member	Non-Member
Facility: Indoor	room rates after midnight increase per hour over regular rate	hour	\$ 20	\$ 20		1.00
Facility: Indoor	Rental After Normal Business Hours-until midnight staffing fee	day	\$ 50	\$ 50		1.00

RecPlex  
Outdoor Recreation Facility, Equipment, and Services 2013

Recommend: 12-3-12

Category	Program	Charge Per	Program Fees 2012		Fee Changes	
			RP member/VPP Resident	Non-Member/Non-Resident	RP member/VPP Resident	Non-Member/Non-Resident
Equipment: Outdoor	Projector: 1200 lumens (RecPlex ONLY)	day	\$ 125	\$ 150		1.20
Equipment: Outdoor	TV-VCR-DVD (Beach Pavilion ONLY)	hour	\$ 20	\$ 25	NA	1.25

# RecPlex

## Birthday Package / Fieldtrips 2013

Recommend: 12-3-12

Category	Program	Program Fees 2012 Dec.		Fee Changes		Member Vs Non-Member
		Member Fees	Non-Member Fees	change Member Fees	change Non-Member Fees	
Basic Birthday Package: 12 participants w/ wristbands	3 hour	\$ 120	\$ 140		5	1.13
Poolside Birthday Package: 12 participants w/ wristbands	3 hour	\$ 145	\$ 165		5	1.10
Lakeview Studio Package: 12 participants w/ wristbands	3 hour	\$ 175	\$ 195		5	1.09
Lakeview Studio Package: 24 participants w/ wristbands	3 hour	\$ 285	\$ 305		5	1.05
Package: 2.5 hours 45 minute pro party/room	12 children	\$ 175	\$ 195		5	1.09
Package: 2/12 hours teen Night w/ room & food package	12 teens	\$ 195	\$ 195			1.00
Package: 4 hours: skate and swim party/room	12 children	\$ 190	\$ 210		5	1.08
Package: gym and swim 4 hours	12 children	\$ 170	\$ 190		5	1.09
Package: Carnival Fun 3 hours	bouncy house, room, deluxe package 12 children	\$ 275	\$ 295	5	10	1.06
Package: gym and party room 3 hrs	12 children	\$ 120	\$ 140		5	1.13
Add on : New	add castle moon walk to gym party package	\$ 80	\$ 90		10	1.00
Package: Kids court, party room, 3 hrs	12 children 3 hrs; Non-connecting party room	\$ 120	\$ 140	5	10	1.13
Package: 3 hours Beach, Pedal Boat: 1 hr,	inc. Hot Dog Food Package-12 children	\$ 130	\$ 150		5	1.12
Package: Grown up Party-fitness center, gym, pools, 3 hrs	12 participants ages 14 +	\$ 130	\$ 150		5	1.12
Package: Just for Girls Party	12 girls: 3 activities per instructor, <b>NO FOOD</b> , room 3 hrs	\$ 200	\$ 215	(50)	(50)	1.06
<b>Package: small group swim party-3 hrs</b>	<b>and Wed nights, no room, 6 guests, 6 hot dogs and pitcher of</b>	\$ 75	\$ 80		5	<b>1.00</b>
1 hour additional swim time w/room	hour	\$ 65	\$ 65		5	1.00
Field Trip Package: Aquatics & Fieldhouse Package: 2-3	One Time	\$ 7.50	\$ 7.50		1	1.00
Field Trip Package: Ice Skating Package: 2-3 hours	One Time	\$ 6.50	\$ 6.50		1	1.00
Field Trip Package: Ice Skating and gym	One Time	\$ 7.50	\$ 7.50		1	1.00
Field Trip Package: Ice Skating & Swimming Package: 2-3	One Time	\$ 10.50	\$ 10.50		1	1.00
<b>Field Trip Package: Individuals with Special Needs: 2</b>	<b>One Time</b>	\$ 8.00	\$ 8.00		3	<b>1.00</b>

# RecPlex Program Services 2013

Recommend: 12-3-12

Category	Program	Charge Per	Service Fees 2012		Service Information		Fee Changes		Member Vs Non-Member
			Member	Non-Member	# of times	Length of Time-Minutes	Member	Non-Member	
Fitness: Training Club	Running Club or Multi-Sport Club	Quarterly	15	NA					NA
Fitness: Tanning	Single Session	One Time	9	12	1	12	new	new	1.33
Fitness: Tanning	5 session series sale	Five Times	40	45	5	12	new	new	1.13
Fitness: Tanning	10 session series sale	Ten Times	75	85	10	12	new	new	1.13
Fitness: Tanning	15 session series sale	15 Times	105	120	15	12	new	new	1.14
Fitness: Tanning	25 session series sale	25 Times	165	185	25	12	new	new	1.12
Fitness: Tanning	Unlimited Monthly series sale	30 Times	45	50	30	12	new	new	1.11
TR: Service	Friday Night Out	Daily	36	45	1	45	12	9	1.25
Youth Services	Kids Court Fees: Yearly Registration fee	Yearly	15.00	20	-	-	-	5.00	NA
Youth Services	Kids Court Fees: 1 hour	Hour	-	7	1	60	-	1.00	NA
Youth Services	Kids Court Fees: 2.25 hour pass	Hour	-	15	1	135	-	2.00	NA
Youth Services	Kids Court Fees: 5 hour pass	Hour	-	29	1	300	-	1.00	NA
Youth Services	Kids Court Card: 10 hour Pass	Hour	-	54	1	600	-	1.50	NA
Youth Services	Kids Court Card: 20 hour pass	Hour	-	105					
Youth Services	Lil' Tykes Fees: 1 hour = \$4.25/hr - \$6.50/hr	Hour	4.50	8.00	1	60	0.50	2.00	1.78
Youth Services	Lil' Tykes Fees: 2.25 hour pass = \$3.75/hr	Hour	9.00	14.00	1	135	0.50	1.00	1.56
Youth Services	Lil' Tykes Fees: 5 hour pass = \$3.5/hr - \$5	Hour	18.50	29.00	1	300	1.00	1.50	1.57
Youth Services	Lil' Tykes Fees: 10 hour Pass = \$3.25/hr -	Hour	34.50	55.50	1	600	2.00	3.00	1.61
Youth Services	Lil' Tykes Fees: 20 hour Pass = \$3/hr - \$5	Hour	65.00	110.00	1	600	5.00	10.00	1.69

## Experience, Exercise, Excellence Memberships

Membership programs and their key benefits:

### **RecPlex**

#### **Experience Membership (\$48.00/\$52.00 month)-Primary**

- Resident/Non-Resident—Add Experience Membership for family members—
  - Spouse \$12/mo.—Add youth \$9/mo. (each youth)
- Add Exercise Membership for family members—
  - Spouse \$47/mo.—Add youth \$44/mo. (each youth over 14)
- Add Excellence Membership for family members—
  - Spouse \$67/mo.—Add youth \$64/mo. (each youth over 18)

#### **NOW, Over 40 FREE member only group fitness classes per week**

- Members Skate FREE times at Ice Arena
- FREE Wireless Internet
- FREE Fitness Center Orientation
- Cost savings on programs, classes and services
- Early registration privileges
- Free Annual Prairie Springs Park Pass which includes Lake Andrea beach
- Cost savings on facility rentals/birthdays
- Full Access to all strength and cardio equipment
- Aquatic Center and Aqua Arena
- Field House
- Free Access to suspended indoor track
- Free Access to drop in Racquetball
- Ice Arena
- Free passes for primary member based upon longevity
- FREE Kids Court - drop-in child care (child must be a member)
  - \$15.00 yearly registration fee per child required for record keeping/supplies.

### **RecPlex**

#### **Exercise Membership (\$83.00/\$87.00 month)-Primary**

- Resident/Non-Resident—Add Experience Membership for family members—
  - Spouse \$12/mo.—Add youth \$9/mo. (each youth)
- Add Exercise Membership for family members—
  - Spouse \$47/mo.—Add youth \$44/mo. (each youth over 14)
- Add Excellence Membership for family members—
  - Spouse \$67/mo.—Add youth \$64/mo. (each youth over 18)

#### **All Experience Membership Benefits Plus.....**

- FREE MICROFIT fitness assessment (a \$55 value) for new members
- Free access to all Group Fitness classes (**90 or more group classes per week**)
  - Entire class schedule (including Zumba and specialties like TRX, Free Motion, Yoga and Pilates)
- Free skate rental
- One Free Personal Training Consult/Session (1 hour)
- One free parking pass (not retroactive-\$25 refundable deposit required)

### **RecPlex**

#### **Excellence Membership (\$103.00/\$107.00 month) -Primary**

- Resident/Non-Resident—Add Experience Membership for family members—
  - Spouse \$12/mo.—Add youth \$9/mo. (each youth)
- Add Exercise Membership for family members—
  - Spouse \$47/mo.—Add youth \$44/mo. (each youth over 14)
- Add Excellence Membership for family members—
  - Spouse \$67/mo.—Add youth \$64/mo. (each youth over 18)

#### **All Experience and Exercise Membership Benefits Plus...**

- Unlimited Tanning
- Free kid's court (Registration fee-waived. Not retroactive)
- Free High Bandwidth wireless
- One Free Boat Rental from Froggy's Landing at Lake Andrea Beach
- One Free Group Personal Training Session (45 Minutes)
  - This is in addition to the Free one on one training...bring 2-3 friends to an intense workout
- 10% off all training packages and massage services
- 5% off all Pro Shop purchases
- Excellent savings from our partners included in the RecPlex Excellence Book
  - Save enough \$ in one year to pay for your membership!

**Tanning Packages**

*Hex II Premier Stand up tanning system now located in fitness Center*

***Unlimited Monthly tanning included in Excellence membership level***

***Single session \$9/12***

***5 session package \$40/45***

***10 session package \$75/85***

***15 session package \$ 105/120***

***25 session package \$ 165/185***

***Add unlimited monthly package to Experience or Exercise membership level***

***\$45/50...good for 1 month from purchase***





**Date:** December 3, 2012

**To:** Michael Pollocoff, Village Administrator  
Members of the Pleasant Prairie Village Board of Trustees

**From:** Chris Lopour  
Communications Director

**RE:** Printing and mailing services for the 2013 Village Newsletter (January to December)

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In the interest of securing the most competitive responsible bid for printing and mailing services (not including postage) for the monthly Village Newsletter, we have requested proposals for annual printing of the 2013 Village Newsletter for the months of January through December. On October 31, a request for proposal was sent to a pool of area printers that have the equipment to perform this type of project in a cost effective manner. The request was also posted to Vendornet, which distributed the request to a long list of vendors throughout the State. By the deadline, Wednesday, November 21, eight sealed bids had been received. Two additional bids were received (one via email and one via fax), however, they were not considered, as they were not submitted as sealed bids. Village Clerk Jane Romanowski and I opened sealed bids on the afternoon of Wednesday, November 21. Information from the eight sealed bids received appears on the attached spreadsheet.

**Recommendation:**

Considering that the majority of issues during 2013 are expected to be 8-page, 2-color issues, the lowest bidder was LaCrosse Graphics of LaCrosse, Wisconsin. The LaCrosse bid returned for an 8-page issue is \$1,423.75. LaCrosse will honor their bid throughout the period of the contract and will meet the other stated selection criteria. LaCrosse was the selected as the vendor for the 2011 and 2012 Village Newsletters and performed according to the contract. Their estimate for 2013 remains the same as their 2012 estimate.

It is my recommendation that the contract for printing and mailing services for the 2013 Village Newsletter be awarded to LaCrosse Graphics.

**Village of Pleasant Prairie**  
2013 Monthly Village Newsletter  
(Request for Proposal)  
November 2012

**Request for Proposal  
Village of Pleasant Prairie – 2013 Monthly Village Newsletter  
November 2012**

**I. Introduction**

**A. Objective**

The objective of this request is to identify the print vendor that can offer the highest quality and level of service at the lowest cost for printing and mailing services for the Village of Pleasant Prairie's monthly Village Newsletter.

**B. Instructions**

1. **Sealed Proposals:** Responses to this Request must be submitted in a sealed envelope, clearly marked as **Proposal for 2013 Village Newsletter** and mailed or delivered to:

Chris Lopour  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

2. **Response:** Each respondent will submit only one proposal. The proposal must be completed on the standard forms provided (see **Exhibits**). Supporting material may be submitted, however, the decision in selecting the most responsive proposal will be based on the completion of the standard proposal forms provided. Each respondent must submit three copies of their proposal.

3. **Questions and Additional Information:** Requests for clarification or additional information should be emailed to Chris Lopour at [clopour@plprairiewi.com](mailto:clopour@plprairiewi.com) or made in writing to:

Chris Lopour  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Responses to requests will be furnished to all potential respondents.

4. **Schedule:** Following is the schedule for this Request.  
**Wednesday, October 31, 2012** Distribution of Request for Proposals;  
**Wednesday, November 21, 2012** Proposals must be in the possession of Chris Lopour with the Village of Pleasant Prairie by 12:00 p.m. on this date;  
**Monday, December 3, 2012** Village Board to consider staff recommendation for selection; and  
**Wednesday, December 5, 2012** Notification of vendor selection to all respondents, and implementation of agreement beginning January 2013.
5. **Selection Criteria:** The following criteria will be used to evaluate the proposals and to select the successful respondent:

Request for Proposal  
Village of Pleasant Prairie – 2013 Monthly Village Newsletter  
November 2012

- a. Completed responses to all required response items on the standard form;
  - b. Total monthly cost per issue based on number of pages (4-, 8- and 12-page issues);
  - c. Ability to meet requested project timing on a consistent and reliable basis;
  - d. Ability to produce a high quality product and to perform the job according to the required specifications;
  - e. Ability to comply with U.S. Postal regulations to ensure efficient delivery of the final mail piece;
  - f. Excellent customer service in regards to responding to project timing inquiries, project status, billing and resolution of any problems that may arise during completion of the project;
  - g. Timely notification of any potential problems during printing/mailing and satisfactory resolution of any potential problems; and
  - h. Maintenance of the monthly cost at the proposed rate throughout the duration of the year/contract.
6. **Terms and Conditions:**
- a. The Village of Pleasant Prairie reserves the right to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items. The award will be presented to the respondent whose proposal complies with all of the requirements set forth in this RFP, and whose proposal, in the opinion of the Village of Pleasant Prairie, is the **lowest responsible bid**, taking into consideration all aspects of the respondent's response and any past experience with the vendor.

Exceptions to any specification must be placed on **Exhibit E** and will be evaluated in terms of expense and operational impact. Exception costs will be added or subtracted from the submitted proposal to arrive at a net cost to the Village. Failure to include an exception on **Exhibit E** will render the exception as invalid, and the respondent will be considered as being in compliance with the specification, regardless of intent. The respondent will provide a cost for four-page, eight-page and twelve-page issues for both two-color and four-color printing and the Village will use this information while evaluating the proposal.

- b. In the event that the respondent to whom the services are awarded does not execute a contract within ten (10) calendar days after the award of the bid, the Village may give notice to such respondent of the intent to award the contract to the next most qualified respondent or to call for new proposals and may proceed to act accordingly. The Village of Pleasant Prairie assumes no cost by the respondents in preparation of the proposal.

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c. The standard proposal form reflects the estimated number of four-page, eight-page and twelve-page issues for the year. This number is the Village's best estimate of the number of four-, eight- and twelve-page issues and the Village does not guarantee that these numbers are a maximum or minimum number of pages per issue. Please be aware that the quantity required may also be modified within the year, in response to increases or decreases in mailing quantity. Mailing quantities will fluctuate from month to month based on ongoing updates made to the mailing list. Please also be aware that there may be times when the work will require four-color printing as opposed to two-color printing.

d. Respondents should thoroughly examine and be familiar with these specifications. The failure or omission of any respondents to receive or examine this document shall in no way relieve a respondent of obligations with respect to this proposal or the subsequent contract.

e. Either party may terminate the ultimate contract by providing written notice to the other party no later than thirty (30) calendar days before the proposed termination date. The vendor shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of termination of this contract.

f. Qualified proposing vendors must have appropriate equipment and capabilities to perform the work from file receipt through delivery of final pieces in an efficient manner according to the specifications.

g. Proposals will be on file in the Administration Department after Wednesday, December 5, 2012.

h. Failure to comply with the Terms and Conditions of the RFP by the successful respondent will be cause for termination of the Contract to be entered into.

i. Payment for the project will be made on a monthly basis upon successful completion of each issue. Vendor will invoice the Village following successful completion/delivery of the project according to the Contract.

The Village is operating under the reasonable expectation that the bill for each issue will reflect the same amount proposed by the successful vendor throughout the duration of the Contract, taking into consideration that there may be additional prediscovered charges for any changes

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requested by the Village. Variances from the proposed amount may lead to the termination of the Contract on the part of the Village.

**II. Description of Project**

**A. General Description**

The Village will provide the following files to the successful print vendor on a monthly basis via the Village FTP site: InDesign file, PDF of file, fonts folder, links folder, Excel file with mailing addresses and report.

The project includes the printing of 7,500 quantity of a monthly municipal newsletter, printed 2/2 on one 11 x 17 sheet (to yield a four-page newsletter), two 11 x 17 sheets (to yield an eight-page newsletter), or three 11 x 17 sheets (to yield a twelve-page newsletter) of 70# white offset, recycled paper and folded to a premailing size of 8.5 x 11. There may be times when we will request to have four-color printing and are requesting the estimate for four-color to be included in your response.

Approximately 7,228 pieces (this number fluctuates monthly based on additions and removals from the mailing list) will be additionally c-folded (1/2 fold for twelve-page issues), tabbed and addressed (ink jetting directly onto piece) according to postal specifications. C-folded (or 1/2 folded), tabbed, addressed pieces are to be delivered to the Pleasant Prairie Post Office and the remaining quantity, folded to 8.5 x 11, are to be delivered to Chris Lopour at Pleasant Prairie Village Hall.

**B. Project Detail**

Please see **Exhibit A** for specific base specifications for a four-page issue. Please see **Exhibit B** for specific base specifications for an eight-page issue.

Please see **Exhibit C** for specific base specifications for a twelve-page issue.

During 2013, it is expected that the Monthly Village Newsletter Request for Proposal will encompass twelve (12) total issues/months beginning in January of 2013 and ending in December of 2013. It is estimated that the majority of the issues will be eight-page issues, however it is possible that there could be either four-page or twelve-page issues throughout the year as well. Due to unknown or unpredictable content, the number of twelve-, eight- and four-page issues is not possible to predict.

The project is relatively similar month after month, however, certain criteria fluctuate. The criteria that may fluctuate from month to month include:

- **The quantity to be c-folded (or 1/2 folded), ink jetted and mailed** – based on new homeowners added to the mailing list and past homeowners being removed;
- **The delivery date of the files to the printer** – based on the timing of the receipt and/or confirmation of information relevant to content;

**Request for Proposal  
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- **The number of pages per issue** – based on amount of content available for the issue; and
- **The use of four-colors as opposed to black and a spot color within an issue** – based on special circumstances requiring more detail that could occur throughout the year. We are requesting that you provide estimates for both two-color and four-color printing.

**C. Timeline for monthly process**

- Village to provide vendor with estimated file delivery date (one to four business days prior);
- Village to upload files to FTP site and email vendor with access information and number of address files on mailing list;
- Vendor to confirm receipt of files via email;
- Vendor to provide proof of project either in-person or via email;
- Village to approve proof or request corrections;
- If corrections requested, Vendor to provide additional proof including corrections;
- Upon approval of proof, project to be completed;
- Vendor to communicate/confirm delivery date of project to Village via email;
- Vendor to complete delivery of project to USPS and Village Hall;
- Vendor to email invoice for monthly issue; and
- Village to process invoice for payment upon receipt (on a monthly basis).

**D. Payment**

Payment shall be made to the vendor on a monthly basis following successful completion of each issue. The vendor shall provide an invoice following each issue, and the Village will process accordingly, in a timely manner.

**III. Explanation of Proposal Form**

Use of the Proposal Form (**Exhibits D and E**), or a copy thereof, is required of all respondents. No proposal will be considered without an amount being placed on this form. If the respondent is unable to meet or exceed the requirements specified, then the phrase “No Proposal” should be entered for that particular item.

**Exhibit A** is the listing of specifications on which respondents will base their proposed cost for a four-page issue.

**Exhibit B** is the listing of specifications on which respondents will base their proposed cost for an eight-page issue.

**Exhibit C** is the listing of specifications on which respondents will base their proposed cost for a twelve-page issue.

**Exhibit D** is required to be completed if a respondent would like to have their proposal considered.

**Request for Proposal  
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**Exhibit E** is available in the event that the respondent is proposing an exception to any specification. Any exception proposed must be placed on **Exhibit E** and will be evaluated in terms of expense and operational impact. Exception costs will be added or subtracted from the submitted proposal to arrive at a net cost to the Village. Failure to include an exception on **Exhibit E** will render the exception as invalid, and the respondent will be considered as being in compliance with the specification, regardless of intent.

**IV. Summary**

All respondents are invited to submit a proposal for this annual project. Respondents are required to complete **Exhibit D and E** based upon the information provided in this Request and in **Exhibits A, B and C**. The Village intends to enter into a formal contract with the awarded Vendor that will incorporate the provisions of the Request for Proposal. Additional terms and conditions will not be included in the Contract unless mutually agreed upon by both parties.



# REQUEST FOR PROPOSAL - EXHIBIT A



**Date:** November 2012  
**Contact Name:** Chris Lopour  
**Organization Name:** Village Of Pleasant Prairie  
**Address:** 9915 39th Avenue  
Pleasant Prairie, Wisconsin 53158

**Phone:** 262/925-6745  
**Fax:** 262/694-4734  
**Email:** [clopour@plprairiewi.com](mailto:clopour@plprairiewi.com)

**Project Component:** Village Newsletter 2013 - Four-page Issue

**Project Description:** 7,500 quantity of monthly, municipal newsletter printed 2/2 (and rarely 4/4) on 1 @ 11 x 17 (to yield a 4-page 8.5 x 11 newsletter), 70# white offset, recycled paper. Approximately 7,228 to be direct mailed. The remaining quantity to be delivered to Village Hall (*folded to 8.5 x 11*), attn: Chris Lopour at 9915 39th Avenue, Pleasant Prairie. Files to be delivered to printer monthly. Village will communicate with printer via email or telephone regarding estimated delivery date for files. Printer to deliver completed pieces to USPS and Village Hall on the fourth business day following delivery of files to printer.

<b>Flat Sheet Size:</b> 11 x 17	<b>Quantity Needed:</b> 7,500
<b>Folding Required:</b> yes	<b>Delivery Date:</b> four business days following delivery of files
<b>Final Folded Size:</b> 3.67 x 8.5 (for mailing qty only)	<b>Delivery Information:</b> Please deliver mailing quantity to USPS
<b>Type of Fold:</b> right angle fold & c-fold (half & c)	Remaining quantity to Chris at Village Hall
<b>Tabbing:</b> <i>yes - two tabs on mailing qty or to postal specs</i>	<i>Please fold Village Hall copies only to 8.5 x 11</i>
<b>Bindery:</b> none	
<b>Paper:</b> 70# white offset recycled	<b>Mailing Quantity:</b> approx 7,228 - varies monthly
<b>Colors:</b> 2/2	<b>Mailing Information:</b> List to be delivered with file.
black and Pantone 354U green	
<i>grayscale &amp; spot color only, no duotone</i>	
(please provide quote for 4/4 as well)	
<b>Bleeds:</b> none	<b>Proof Requested:</b> Yes, PDF proof via email OK

**PLEASE INCLUDE A BREAKDOWN OF THE FOLLOWING INFORMATION IN QUOTE IN ADDITION TO A TOTAL:**

- |  |   |
|--|---|
| <input type="checkbox"/> Cost for printing                         | <input type="checkbox"/> Estimated postage amount needed            |
| <input type="checkbox"/> Cost for folding/tabbing/mailing services | <input type="checkbox"/> Will you be able to meet the delivery date |

**Notes:** Files will be created in InDesign. PDF and all links/fonts will be included.

**Submit Bill to:** Village of Pleasant Prairie  
Attn: Chris Lopour  
9915 39th Avenue  
Pleasant Prairie, WI 53158

or [clopour@plprairiewi.com](mailto:clopour@plprairiewi.com)

# REQUEST FOR PROPOSAL - EXHIBIT B



**Date:** November 2012  
**Contact Name:** Chris Lopour  
**Organization Name:** Village Of Pleasant Prairie  
**Address:** 9915 39th Avenue  
Pleasant Prairie, Wisconsin 53158

**Phone:** 262/925-6745  
**Fax:** 262/694-4734  
**Email:** [clopour@plprairiewi.com](mailto:clopour@plprairiewi.com)

**Project Component:** Village Newsletter 2013 - Eight-page Issue

**Project Description:** 7,500 quantity of monthly, municipal newsletter printed 2/2 (and rarely 4/4) on 2 @ 11 x 17 (to yield an 8-page 8.5 x 11 newsletter), 70# white offset, recycled paper. Approximately 7,228 to be direct mailed. The remaining quantity to be delivered to Village Hall (*folded to 8.5 x 11*), attn: Chris Lopour at 9915 39th Avenue, Pleasant Prairie. Files to be delivered to printer monthly. Village will communicate with printer via email or telephone regarding estimated delivery date for files. Printer to deliver completed pieces to USPS and Village Hall on the fourth business day following delivery of files to printer.

<b>Flat Sheet Size:</b> 11 x 17	<b>Quantity Needed:</b> 7,500
<b>Folding Required:</b> yes	<b>Delivery Date:</b> four business days following delivery of files
<b>Final Folded Size:</b> 3.67 x 8.5 (for mailing qty only)	<b>Delivery Information:</b> Please deliver mailing quantity to USPS
<b>Type of Fold:</b> right angle fold & c-fold (half & c)	Remaining quantity to Chris at Village Hall
<b>Tabbing:</b> <i>yes - two tabs on mailing qty or to postal specs</i>	<i>Please fold Village Hall copies only to 8.5 x 11</i>
<b>Bindery:</b> none	
<b>Paper:</b> 70# white offset recycled	<b>Mailing Quantity:</b> approx 7,228 - varies monthly
<b>Colors:</b> 2/2	<b>Mailing Information:</b> List to be delivered with file.
black and Pantone 354U green	
<i>grayscale &amp; spot color only, no duotone</i>	
(please provide quote for 4/4 as well)	
<b>Bleeds:</b> none	<b>Proof Requested:</b> Yes, PDF proof via email OK

**PLEASE INCLUDE A BREAKDOWN OF THE FOLLOWING INFORMATION IN QUOTE IN ADDITION TO A TOTAL:**

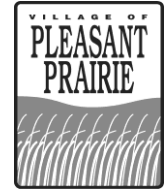
- |   |   |
|---|---|
| <input type="checkbox"/> Cost for printing                          | <input type="checkbox"/> Estimated postage amount needed            |
| <input type="checkbox"/> Cost for folding/tapping/mailling services | <input type="checkbox"/> Will you be able to meet the delivery date |

**Notes:** Files will be created in InDesign. PDF and all links/fonts will be included.

**Submit Bill to:** Village of Pleasant Prairie  
Attn: Chris Lopour  
9915 39th Avenue  
Pleasant Prairie, WI 53158

or [clopour@plprairiewi.com](mailto:clopour@plprairiewi.com)

# REQUEST FOR PROPOSAL - EXHIBIT C



Date: November 2012  
Contact Name: Chris Lopour  
Organization Name: Village Of Pleasant Prairie  
Address: 9915 39th Avenue  
Pleasant Prairie, Wisconsin 53158

Phone: 262/925-6745  
Fax: 262/694-4734  
Email: [cloupour@plprairiewi.com](mailto:cloupour@plprairiewi.com)

## Project Component: Village Newsletter 2013 - Twelve-page Issue

**Project Description:** 7,500 quantity of monthly, municipal newsletter printed 2/2 (and rarely 4/4) on 3 @ 11 x 17 (to yield a 12-page 8.5 x 11 newsletter), 70# white offset, recycled paper. Approximately 7,228 to be direct mailed. The remaining quantity to be delivered to Village Hall (*folded to 8.5 x 11*), attn: Chris Lopour at 9915 39th Avenue, Pleasant Prairie. Files to be delivered to printer monthly. Village will communicate with printer via email or telephone regarding estimated delivery date for files. Printer to deliver completed pieces to USPS and Village Hall on the fourth business day following delivery of files to printer.

Flat Sheet Size: 11 x 17

Quantity Needed: 7,500

Folding Required: yes

Delivery Date: four business days following delivery of files

Final Folded Size: 5.5 x 8.5 (for mailing qty only)

Delivery Information: Please deliver mailing quantity to USPS

Type of Fold: right angle fold & 1/2-fold (half & half)

Remaining quantity to Chris at Village Hall

Tabbing: *yes - three tabs on mailing qty or to postal specs*

*Please fold Village Hall copies only to 8.5 x 11*

Bindery: none

Paper: 70# white offset recycled

Mailing Quantity: approx 7,228 - varies monthly

Colors: 2/2

Mailing Information: List to be delivered with file.

black and Pantone 354U green

*grayscale & spot color only, no duotone*

(please provide quote for 4/4 as well)

Bleeds: none

Proof Requested: Yes, PDF proof via email OK

### PLEASE INCLUDE A BREAKDOWN OF THE FOLLOWING INFORMATION IN QUOTE IN ADDITION TO A TOTAL:

- Cost for printing
- Estimated postage amount needed
- Cost for folding/tabbing/mailing services
- Will you be able to meet the delivery date

Notes: Files will be created in InDesign. PDF and all links/fonts will be included.

Submit Bill to: Village of Pleasant Prairie

Attn: Chris Lopour

or [cloupour@plprairiewi.com](mailto:cloupour@plprairiewi.com)

9915 39th Avenue

Pleasant Prairie, WI 53158

**EXHIBIT D**  
**Village of Pleasant Prairie**  
**2013 Monthly Village Newsletter - Request for Proposal**

Proposal submitted by:

Vendor/Company Name: \_\_\_\_\_

Vendor/Company Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Based on the specifications provided in the Request for Proposal and Exhibits A, B and C, please provide the following information for consideration of your proposal:

**1. Proposed cost for a twelve-page issue:**

a. Total cost for a black and spot color issue: \_\_\_\_\_

b. Cost for printing alone: \_\_\_\_\_

c. Total cost for a 4/4 color issue: \_\_\_\_\_

d. Cost for printing alone: \_\_\_\_\_

e. Cost for folding, tabbing, mailing: \_\_\_\_\_

f. Any additional costs: \_\_\_\_\_

g. Estimated postage amount needed: \_\_\_\_\_

**2. Proposed cost for an eight-page issue:**

a. Total cost for a black and spot color issue: \_\_\_\_\_

b. Cost for printing alone: \_\_\_\_\_

c. Total cost for a 4/4 color issue: \_\_\_\_\_

d. Cost for printing alone: \_\_\_\_\_

e. Cost for folding, tabbing, mailing: \_\_\_\_\_

f. Any additional costs: \_\_\_\_\_

g. Estimated postage amount needed: \_\_\_\_\_

3. **Proposed cost for a four-page issue:**
- a. Total cost for a black and spot color issue: \_\_\_\_\_
  - b. Cost for printing alone: \_\_\_\_\_
  - c. Total cost for a 4/4 color issue: \_\_\_\_\_
  - d. Cost for printing alone: \_\_\_\_\_
  - e. Cost for folding, tabbing, mailing: \_\_\_\_\_
  - f. Any additional costs: \_\_\_\_\_
  - g. Estimated postage amount needed: \_\_\_\_\_
4. **Will you be able to meet the delivery date of four (4) business days following receipt of the files on a consistent basis?** *Additional channel delivery for the same information is timed to coincide with the print piece.*
5. **How do you intend to handle and/or bill for over-runs?**
6. **How do you intend to handle and/or bill for requested changes?**
7. **What is your process for handling any potential printing/ mailing problems or errors that occur from proof through completion of the project?**
8. **Are you able to complete the project according to project specifications and to comply with U.S. Postal regulations for efficient delivery of the final mail piece?**
9. **Are you able to maintain the monthly per issue cost at your proposed rate throughout the duration of the year/contract?**

**EXHIBIT E**  
**Village of Pleasant Prairie**  
2013 Monthly Village Newsletter - Request for Proposal

Proposal submitted by

Vendor/Company Name: \_\_\_\_\_

Vendor/Company Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Based on the specifications provided in the Request for Proposal and Exhibits A, B and C, the vendor wishes to take exception to the following items:

### Bids Received for 2013 Village Newsletter Printing/Mailing Services

Vendor Name	Location	12-page issue*	8-page issue*	4-page issue*	Can meet 4-day turnaround consistently	Charge for overruns	Charge for requested changes	Per issue cost honored throughout the year	Exceptions
AB Data	Miwaukee, WI <i>color</i>	\$6,207.76 <i>\$6,207.76</i>	<b>\$3,851.70</b> <i>\$3,851.70</i>	\$2,383.86 <i>\$2,383.86</i>	Yes	Yes	\$100/\$150 to reprocess	Yes	Does not use PPPO Requests modified layout Printed on color press only Requests modified layout
Badger Press	Fort Atkinson, WI <i>color</i>	\$2,932.00 <i>\$3,899.00</i>	<b>\$2,145.00</b> <i>\$2,818.00</i>	\$1,268.00 <i>\$1,679.00</i>	Yes	70% unit cost	\$75/hour	Yes	Requests modified layout
Documation	Eau Claire, WI <i>color</i>	\$2,665.00 <i>\$2,789.00</i>	<b>\$1,904.00</b> <i>\$1,988.00</i>	\$1,163.00 <i>\$1,214.00</i>	Yes	Yes	\$75/hour in 15-min inc.	Yes	Standard Business Practice Applies
Econoprint	Racine, WI <i>color</i>	\$3,091.90 <i>\$3,561.60</i>	<b>\$2,493.61</b> <i>\$2,732.98</i>	\$1,189.07 <i>\$1,434.79</i>	Yes	Bill per request	\$65/hour by time	Yes	None
EGX Group	Milwaukee, WI <i>color</i>	\$3,018.90 <i>\$3,189.77</i>	<b>\$2,110.32</b> <i>\$2,422.62</i>	\$1,388.50 <i>\$1,480.74</i>	Yes	No overruns	Takes print ready files	Yes	None listed
Haapanen Brothers	Gurnee, IL <i>color</i>	\$2,770.00 <i>\$3,300.00</i>	<b>\$2,010.00</b> <i>\$2,350.00</i>	\$1,290.00 <i>\$1,500.00</i>	Yes	Only if requested	Discuss change with customer first	Yes	None
Horizon Concepts	Bellmore, NY <i>color</i>	\$2,940.00 <i>\$3,210.00</i>	<b>\$2,246.00</b> <i>\$2,438.00</i>	\$1,130.00 <i>\$1,272.00</i>	Yes	5% allowable	\$35/hour	No	None
LaCrosse Graphics	LaCrosse, WI <i>color</i>	\$ 2,132.98 <i>\$ 2,757.96</i>	<b>\$ 1,423.75</b> <i>\$ 1,819.50</i>	\$ 1,130.10 <i>\$ 1,356.85</i>	Yes	If requested	\$45/change	Yes	None

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



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:** November 28, 2012

**Re:** Recommend the Purchase a Rescue Equipment Trailer

---

The Fire & Rescue Department Requested bids from 3 vendors in order to purchase a 8' X 20' Tandem Axle Rectangular Equipment Trailer to carry rescue equipment that is too bulky to carry in existing fire and rescue apparatus. The equipment is for Confined Space Emergencies, Trench Rescue, Structural Collapse Rescue and Hazardous Materials Incidents. The 2012 Capital Budget included \$11,363 to purchase the Rescue Equipment Trailer. The 3 bids came in as follows:

DACCO of Wisconsin, Jackson, WI: \$11,625.00

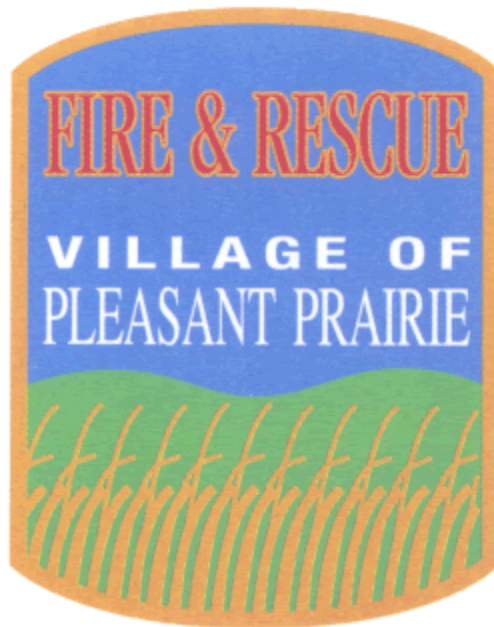
**Adams Enterprises, McHenry, IL: \$11,408.00**

Pfeiffer's Sales and Services LLC, Salem, WI: No bid

We recommend that the Rescue Equipment Trailer be purchased from Adams Enterprises, McHenry, IL. The bid comes in \$45.00 over the budgeted amount. We propose the overage to be charged to our Fire and Equipment line item budget.



**VILLAGE OF  
PLEASANT PRAIRIE**



**Tandem Axle Rectangular Utility Trailer  
REQUEST FOR PROPOSAL**

**August 31, 2012**

## INTRODUCTIONS

Sealed proposals for the provision of Tandem Axle Rectangular Utility Trailer, hereafter referred to as the Trailer, are subject to the terms and considerations of this request for proposal and will be received by the:

Jane Romanowski, Clerk  
Village Of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, Wisconsin, 53158-6504.

**Issue date:** August 31, 2012

**Request for proposal:** Village of Pleasant Prairie Fire & Rescue Department  
Tandem Axle Rectangular Utility Trailer

**Submittal/Envelope:** The envelope containing the Proposal shall be sealed and it shall read:  
**RFP:** Tandem Axle Rectangular Utility Trailer

**Deadline for receipt of proposal:** 1:00 pm CDT, Friday, September 14, 2012

**Opening of proposal:** 1:15 pm CST Village Hall, 9915-39<sup>th</sup> Avenue

**Contact person:** Chief Douglas J. McElmury  
Fire & Rescue Department  
8044 88<sup>th</sup> Avenue  
Pleasant Prairie, Wisconsin 53158-2015  
(262) 694-8027  
dmcelmury@plprairiewi.com

**Proposal** – in accordance with the above and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish one new Dual Axle Rectangular Utility Trailer and for which prices are quoted, manufactured and delivered to the (Village of Pleasant Prairie) Fire & Rescue Department within the time specified. If the Village accepts a proposal, the Village intends to enter into a contractual agreement with the dealer providing the selected equipment. Contract discussions and negotiations will follow selection of the apparent lowest proposal. The Village reserves the right to negotiate further with one or more bidders. The contents of this Request for Proposal and the successful respondent's proposal will become an integral part of the contract, but may be modified by provisions of the contract. Bidders must be amenable to including in the contract; any information provided either in response to this Request for Proposal or subsequently during the selection process. Bidders are requested to submit their current contract forms with their response for review by the Village Administrator and the Fire Chief. In the event that a potential respondent wishes to respond to this Request for Proposal, but was not sent one directly, they should immediately direct their response to the contact person listed above.

**Part I**

**Technical Specifications**

<b>Trailer Chassis/Body</b>	Trailer must meet all DOT requirements for proper operation and registration in the State of Wisconsin.
	Entire underbody shall be completely undercoated with asphalt emulsion water-based undercoating or equivalent, after body to chassis mounting for maximum rustproofing
	Rustproofing. All chassis framing, fasteners, and suspension system are to be painted with a rust inhibiting paint or coating.
	Exterior body dimensions: (L)20'x (W)7'9"
	Interior body dimensions: (L)19'9"x (W)7'6" x (H)6'6"
	Tandem (dual) Axle
	Payload capacity: 9600 lbs. (approx.)
	Full Rear ramp door with spring assist mechanism
	Full Ramp door extension to minimize gap from ground to open ramp.
	Stabilizer Jacks (4). Jacks to be located at each corner front & rear.
	Galvanized steel roof
	Electric Brakes
	Hitch (ball size = 2-5/16")
	Floor: 3/4" exterior grade plywood
	Interior Sidewalls": 1/4" plywood interior
	DOT – Breakaway system with wet cell battery
	12v 7-way connector for vehicle connection.
	Lighted License plate holder
	Manual crank jack stand with base pad.
<b>Wheels &amp; Tires</b>	Load Range "D"

	Eight bolt wheel pattern
	Radial Tires
	Full size spare tire. Spare tire to be mounted outside and include cover. Tire changing equipment will be provided, Including jack and lug wrench.
	Wheel Rim size: 16"
<b>Exterior</b>	Roll-out Awning installed on curb side. Awning should span entire length of trailer. Advise on other available length options.
	Exterior color: White
	Roof vent
	Diamond plate stone guard on lower third of front side.
<b>Interior</b>	Trailer should include horizontal E-Track tie-down system, welded to sidewalls (two locations on each side – TBD) and floor for securing items for transport. Specific lengths and locations to be determined.
<b>Lighting</b>	All exterior lighting shall be LED technology except where specifically noted. (DOT Approved)
	Halogen backup Light(s)
	Trailer shall include a minimum of 3 - 12 volt ceiling mounted dome lights with wall switch located at rear door.
	Trailer shall include a minimum of 2 - 12 volt loading lights with wall switch located at rear door. Lights to be ceiling mounted over rear door with wall switch located at rear door.
<b>Loose Equipment</b>	Include E-Track Straps & Accessories 1. E Track Tie Down W/ "O" Ring (4)

	2. E Track Ratchet Straps (2x16') (6) 3. E Track Cam Buckle Straps (2x16') (4)
<b>Minimum Warranty</b>	Six (6) years. Detail coverage and exclusions.
<b>Placards &amp; Warnings</b>	Permanent operating instruction placards and warning statements will be affixed for installed equipment and any electrical devices.

## **Part II**

### **Special Provisions**

#### **General**

1. Any questions and or apparent conflicts shall be brought to the attention of the Fire Chief.
2. DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE BID PACKAGE:  
The bidder shall submit with the bid package the following documentation:
  - Detailed 3-view drawing of the proposed trailer, listing dimensions including overall length, width, height, wheelbase, and tongue height of the proposed finished trailer.
  - Drawings must be a minimum 8-1/2" x 11" size and be produced by the body manufacturer. An electronic "PDF" version of all drawings supplied must be provided.
  - Generic drawings and / or drawings of "similar or like trailer" are not acceptable.
  - Manufacturer's published literature for all major components, i.e., braking system.
  - Manufacturer's published literature for the proposed body and chassis
  - Individual axle loads, axle load limits, and estimated fully loaded weight of the trailer.
3. The Village of Pleasant Prairie reserves the right to accept the proposal, which in their judgment, will best serve the interest of the Fire & Rescue Department. The Village of Pleasant Prairie reserves the right to reject any and all bids.
4. It is not the intention of the Village of Pleasant Prairie to eliminate vendors or manufactures of similar or equal equipment of the types specified. The Village of Pleasant Prairie shall be the sole judge of equipment that is the most advantageous and the decision of the Village shall be final.
5. Any loose equipment outlined within this RFP must meet the major specific requirements and the intent of the requirements as specified herein. The Respondent shall provide only that equipment as required within this request.
6. Bidders shall set forth within the proposal sheet the number of days after acceptance of the proposal required for delivery.
7. The prices proposed by the respondent shall be the prices to be paid for all items furnished under this contract, irrespective of the time of shipment or delivery or beginning of use. No increase in the prices will be allowed under any circumstances and any proposal where escalator clauses are added or appended by the respondent will be rejected.
8. All prices shall be "FOB, 8044 88<sup>th</sup> Avenue, Pleasant Prairie, WI, 53158".

9. Any respondent to whom the contract is awarded is prohibited from assigning, transferring, sub-letting or otherwise disposing of the same or any part of the work called for by the same to any other person, company or corporation.
10. Each respondent shall furnish warranty language that meets the requirements of the purchaser as to specific provisions in the specifications. This warranty shall state in simple, plain language exactly what the respondent promises as to repairs, replacements, parts, materials, workmanship costs, shipping and location of repair facilities. This language shall be taken into account when the bids are reviewed.
11. Each respondent shall furnish satisfactory evidence of their ability to construct the trailer unit as specified and shall state the location of the factory where the trailers are to be built. They shall also demonstrate that they are in the position to render prompt service and to furnish replacement parts for said trailers.

### **Quality and Workmanship**

The design of the trailers must embody the latest approved trailer engineering practices. The workmanship must be of the highest quality in its respective field. Special consideration will be given to the following:

- A. Accessibility to and ease of operation of the various items which require periodic maintenance.

### **Proposal evaluation**

The Fire Chief and the Village Administrator shall evaluate the proposals received. This evaluation will be based as a minimum, on the following criteria:

1. Commitment to the general conditions contained herein, particularly to that which applies to warranty.
2. Completeness of the proposal.
3. Manufacturing and delivery schedule.
4. Equipment suppliers demonstrated capabilities and qualifications.

### **Exceptions**

Conditional proposals may be considered non-responsive and may be rejected.

Certain exceptions may be accepted if they are minor, or if they will provide equipment or components, which are equal to or superior to these specifications.

**Exceptions must be noted in the proposal on the form provided by the Village of Pleasant Prairie.** Exceptions shall be referenced to the page of this RFP where the item appears, and drawings or photographs and technical information about the exception shall be included. The Village of Pleasant Prairie will consider any exceptions during the evaluation process, and the Village of Pleasant Prairie decision shall be final.

Proposals taking total exception to the specifications will not be considered.

The Village of Pleasant Prairie reserves the right to accept or reject any or all bids on the basis of what is in the best interest of the Village of Pleasant Prairie.

**Contract award**

The Village of Pleasant Prairie reserves the right, before awarding the contract to require a respondent to submit such evidence of their qualifications, as it may deem necessary. Documentation that may be required is financial, technical, and other qualifications and abilities of the respondent. The Village of Pleasant Prairie shall be the final authority in the award of bids.

The Village of Pleasant Prairie reserves the right to negotiate with all bidders.

The Village of Pleasant Prairie reserves the right to purchase equipment from multiple sources.

The Fire & Rescue Department may require that they be shown the equipment bid prior to signing a contract.

**Price sheet**

Bidders shall complete the "price sheet" provided by the Village of Pleasant Prairie.

**History and financial background**

Respondent shall complete the history and financial background survey as provided by the Village of Pleasant Prairie

**Submission of proposal**

**READ CAREFULLY: YOU NEED TO FOLLOW THE DIRECTIONS BELOW:**

Your proposal shall be returned in the following prescribed manner:

The first page of your proposal shall be the form provided by the Fire & Rescue Department (in the request for proposal packet) completed in full.



**Respondent's Proposal**

**Page 1**

**Village of Pleasant Prairie  
Kenosha County, Wisconsin**

Gentlemen:

1. We hereby propose to furnish one new Tandem Axle Rectangular Utility Trailer for the following price:

Tandem Axle Rectangular Utility Trailer

Total cost \$ \_\_\_\_\_

Please attach your itemized proposal to this page using the itemized Loose Fire Equipment Bid Sheet provided within the RFP.

1. Exceptions:

*\*Note: if more room is needed, please attach sheet.*

2. If awarded the contract, delivery will be in \_\_\_\_\_ days, or less.

3. Enclosed is a proposal bid bond for \_\_\_\_\_.

Respectfully submitted,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
State of Wisconsin Dealer  
License Number

\_\_\_\_\_  
State of Wisconsin Salesperson  
License Number



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:** November 28, 2012

**Re:** Recommendation to Recoat St. #2 Floor

---

The Fire & Rescue Department Requested prices from 3 vendors for the recoating of the apparatus bay floor at Station #2 with a nonslip epoxy product. The prices included shotblasting the floor to remove the existing floor coating, multiple coats of epoxy with a texture to prevent slips and falls and a urethane sealer to resist oil and grease. The 2012 Capital Budget included \$27,282 to recoat the Station #2 floor. The 3 bids came in as follows:

Masse's Inc.: \$21,315.00

**Kevco Inc.: \$25,306.00**

Artlow Systems: \$28,605.56

We recommend that the epoxy floor coating be completed by Kevco Inc., Milwaukee, WI. Although the bid is \$3,991.00 higher than the lowest bidder, Masse's Inc., we feel that the Kevco proposal is a better value. Specifically, the Kevco proposal includes 5 layers of product with two layers of texture to assure a high quality non-slip finish. The Kevco Inc. proposal also specifies that all of the existing joints in the concrete will be recut after all of the layers are installed and filled with a color matched flexible sealant to allow for expansion, contraction and movement in the concrete. There is a 5 year warranty offered by Kevco Inc. The Masse's Inc. proposal does not specify the specific number of coats of product (but when we inquired we were told than there are 4 layers of product and two layers of texture) and does not address the floor movement issue. The epoxy floor will crack in random places without specific flexible joints requiring a repair that Masse's Inc. states is not covered under their 3 year warranty. In other words the repairs will be done at further expense to the Village.

We feel that the Kevco Inc. proposal will deliver a superior finished project, will last longer and have a better warranty than the Masse's Inc. finished product.



# ARTLOW PROPOSAL

170 S. Gary Avenue, Carol Stream, IL 60188, 1(800)5-ARTLOW, (630)653-8111, Fax (630)653-8171

"The Professional Concrete Protectors" ... Serving the Nation Since 1963

**Sooner or Later You'll Use ARTLOW SYSTEMS... A Union Contractor**

Customer ID:

Company:

Attn:

Address:

Room/PO Box:

City, State, Zip:

Proposal ID:

Proposal Date:

Proj/Site Name:

Contact:

Address:

City, State, Zip:

We respectfully submit herewith our proposal for furnishing all labor, equipment, and material for...

### PREPARATION

<input type="checkbox"/> Scrape	<input type="checkbox"/> Pressure Wash
<input type="checkbox"/> Spot Grind	<input type="checkbox"/> Docks
<input checked="" type="checkbox"/> Hand Sweep <input type="checkbox"/> Machine Sweep	<input type="checkbox"/> Wall(s)/Ceiling(s)
<input type="checkbox"/> Hand Scrub <input type="checkbox"/> Machine Scrub	<input checked="" type="checkbox"/> Shotblast
<input type="checkbox"/> Strip with Arstrip to remove:	<input type="checkbox"/> Grit Screen
<input type="checkbox"/> Painted Lines <input type="checkbox"/> Glue	<input type="checkbox"/> Sand
<input type="checkbox"/> Old Coating <input type="checkbox"/> Latex	<input type="checkbox"/> Solvent Tack
<input type="checkbox"/> Mastic	<input type="checkbox"/> Tile Removal
<input type="checkbox"/> Strip with Arsolve to remove:	<input type="checkbox"/> Saw Cut Keyway(s)
<input type="checkbox"/> Rubber Marks <input type="checkbox"/> Curing Agent	<input type="checkbox"/> Scarify
<input type="checkbox"/> Acid Etch <input type="checkbox"/> Normal <input type="checkbox"/> Mild	<input type="checkbox"/> Scabble
<input type="checkbox"/> Scrub with Ardation	
<input type="checkbox"/> Rinse with Clear Water	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

### COATING / SEEDED SYSTEM / OVERLAYMENT

Primer

Overlay System  " depth

By:

Decorative Quartz System

By:

Single Seeded  Double Seeded

DECOTREAD SERIES 222

10 YEAR WARRANTY

INCLUDES PREVAILING WAGES

Clear

Color  see (B) below

Hand Apply  Coats

Spray  Coats

Anti-Slip Between Coats

Minimum Days  Days Required Before Coating

A) Prep/Misc/Coating (per above):	<input type="text" value="4012"/> sq ft @	<input type="text" value="\$7.130"/> per sq ft	<input type="text" value="\$28,605.56"/>
B) Color - Add'l per sq ft (per above)	<input type="text" value="0"/> sq ft @	<input type="text" value="\$0.000"/> per sq ft	<input type="text" value="\$0.00"/>
C) <input type="checkbox"/> Cove <input type="text" value="0"/> " <input type="checkbox"/> Chamfer <input type="text" value="0"/>	lin ft @	<input type="text" value="\$0.000"/> per lin ft	<input type="text" value="\$0.00"/>
D) 4" <input type="checkbox"/> Lines <input type="checkbox"/> Sprayed <input type="checkbox"/> Hand Applied <input type="text" value="0"/>	lin ft @	<input type="text" value="\$0.000"/> per lin ft	<input type="text" value="\$0.00"/>
E) <input type="text" value="0"/> " depth @ <input type="text" value="0"/>	sq ft @	<input type="text" value="\$0.000"/> per sq ft	<input type="text" value="\$0.00"/>
F) Undersealing <input type="text" value="0"/>	lin ft @ <input type="text" value="\$0.000"/>	per lin ft	<input type="text" value="\$0.00"/>
<input type="checkbox"/> Fly Ash / Portland Cement Mix @ <input type="text" value="\$0.00"/>	per bag	<input type="checkbox"/> Labor <input type="text" value="\$0.00"/>	per hr / per man
G) <input type="checkbox"/>			<input type="text" value="\$0.00"/>
H) <input type="checkbox"/>			<input type="text" value="\$0.00"/>
I) <input type="checkbox"/>			<input type="text" value="\$0.00"/>
J) <input type="checkbox"/>			<input type="text" value="\$0.00"/>



- Concrete Repair ■
- Parking Deck Waterproofing ■
- Steel Shot Blasting ■
- Concrete Floor Resurfacing ■
- Epoxies - Urethanes - Sealers ■
- Crack and Joint Treatments ■
- Epoxy/Urethane Injection ■



P.O. BOX 370200 ■

Milwaukee, WI ■ 53237-0200 ■ 414-764-1333 ■ FAX: 414-764-8926 ■

**PROPOSAL SUBMITTED TO**  
 PLEASANT PRAIRIE FIRE DEPARTMENT  
**STREET ADDRESS**  
 8044 88<sup>TH</sup> AVENUE  
**CITY, STATE & ZIP**  
 PLEASANT PRAIRIE, WI  
**PHONE**  
 (262) 694-4066  
**ATTN**  
 RYAN HOLM

**DATE**  
 OCTOBER 15, 2012  
**PROJECT NAME**  
 PLEASANT PRAIRIE FIRE DEPARTMENT  
**STREET ADDRESS**  
 8044 88<sup>TH</sup> AVENUE  
**CITY, STATE & ZIP**  
 PLEASANT PRAIRIE, WI  
**EMAIL**  
[holm@plprairiewi.com](mailto:holm@plprairiewi.com)

We are submitting this quotation for the above referenced project. You may be assured that we will perform our duties to the best of our ability.

**PROPOSED SCHEDULE OF WORK**

Furnish and install 1/8 inch *ICO FLOOR*, high-build epoxy floor treatment as manufactured by *International Coatings* to the existing concrete substrate at the Apparatus Floor, (approximately 4,000 s.f.) as follows:

**SHOTBLAST:** We will mechanically abrade the substrate with shotblast equipment that is water, dust and chemical free. Areas that cannot be accessed with shotblast equipment will be prepared with handheld equipment.

**PRIME:** We will apply a two component, 100% solids epoxy primer to the cleaned and prepared substrate to create a cohesive bond between the substrate and the new floor treatment and minimize the effects of out-gassing.

**BASE COAT:** We will apply the base coat resin over the bonding primer. The base coat shall be spread with a gauged squeegee to ensure proper coverage rates and backrolled to a smooth surface.

**FIRST BROADCAST:** We will broadcast oven-dried silica onto the uncured base coat resin. Silica shall be broadcast to excess to ensure proper coverage rates.

**INTERMEDIATE COAT:** After the base coat has cured, we will remove excess silica and repeat the base coat process.

**SECOND BROADCAST:** Same as first broadcast.

**GROUT:** After the intermediate coat has cured, we will grout the system with a two component, reduced yellowing epoxy resin. The grout coat shall be spread with a flat squeegee and backrolled to the desired texture.

**SEAL:** We will apply a high performance urethane sealer to seal and protect the new floor treatment.

**JOINTS:** We will recut the joints and fill them with a flexible sealant that is color matched to the new floor treatment.

***AT A COST OF. . . . . \$25,306.00***





From the desk of Mike Jensen  
Masse's Floor Coatings Inc.

November 13, 2012

**Project:** Pleasant Prairie Fire Station – Kenosha, WI

**Attn:** Ryan Holm

**Re:** 1/8" Epoxy Flooring

For the sum of \$20,770.00 (twenty thousand seven hundred seventy dollars), Masse's Floor Coatings Inc. will furnish material, labor, and equipment to install General Polymers Ceramic Carpet at 1/8" (urethane topcoat) per the manufacture's application specifications.

Note: Rooms listed: Garage. Based on 3820 s/f. Mechanical prep of existing concrete, minor fill and joint repair is included in this quote.

Note: Add \$1,150.00 (one thousand one hundred fifty dollars), to include a 4" monolithic cove base.

Note: Add \$545.00 (five hundred forty five dollars), to include Storage Room.

- ✓ Area to be surfaced must be clear of any debris.
- ✓ Color to be selected by others at least three weeks prior to the installation.
- ✓ Manufacturer's directions for maintenance of ambient and substrate temperature, moisture, humidity, ventilation, water, sewer, electricity, permanent lighting, and other conditions required to execute and protect work must be met prior to the installation.

This quote / bid is valid for 30 days.

Masse's Inc. terms: Full payment, less retention, is due within 30 days of installation completion and invoicing from Masse's Inc. Thereafter, an 18% APR finance charge will be assessed and due as part of the agreement terms. Warranty and a standard Lien Waiver are supplied with the invoice. Any custom Lien Waiver requirements will require approval from Masse's Inc. prior to installation. Standard Insurance certificate will be issued as follows. Changes in coverage and/or modifications to this certificate may result in additional cost to you.

Masse's Inc. warranty: We furnish a three-year warranty from the date of installation completion.

Submitted by:

Michael Jensen



**VILLAGE BOARD RESOLUTION #12-38**

**ACCEPTANCE OF PUBLIC IMPROVEMENTS IN RE: PUBLIC STREET, SANITARY AND STORM SEWER, WATER MAIN, STREET TREES AND LANDSCAPING IMPROVEMENTS FOR LOTS 1 THROUGH 15, OF THE HIDEAWAY HOMES SUBDIVISION, PLEASANT PRAIRIE, WISCONSIN AS LEGALLY DESCRIBED BELOW**

**Legal Descriptions:**

Lots 1 through 15 of the Hideaway Homes subdivision, located in a part of the SE ¼ Section of the SE ¼ Section of U.S. Public Land Survey Section 10, Township 1 North, Range 22 East in Village of Pleasant Prairie, Kenosha County, Wisconsin;

**WHEREAS**, on April 20, 2005 a Memorandum of Development Agreement between the Village and Veith Properties, LLC was duly recorded on April 21, 2005 as Document No. 1430019 at the Kenosha County Register of Deeds Office; and

**WHEREAS**, the Hideaway Homes Final Plat as referenced in the Agreement the Developer dedicated, given, granted and conveyed, to the Village, certain right-of-way affecting the properties and certain areas included in the Development for the public street, sanitary and storm sewer, water main, street trees and landscaping improvements, and maintenance purposes and access purposes. These dedications are described on the Hideaway Homes Final Plat for the Development, which is a part of said Agreement; and

**WHEREAS**, all public improvements such as but not limited to public street, sanitary and storm sewer, water main, street trees and landscaping improvements have been completed, inspected and record information received.

**NOW THEREFORE**, on 3rd day of December, 2012 the Village of Pleasant Prairie Board of Trustees hereby accepts the public street, sanitary and storm sewer, water main, street trees and landscaping improvements associated with the Lots 1 through 15 developed by Veith Properties, LLC as specified in said Agreement.

ATTEST:

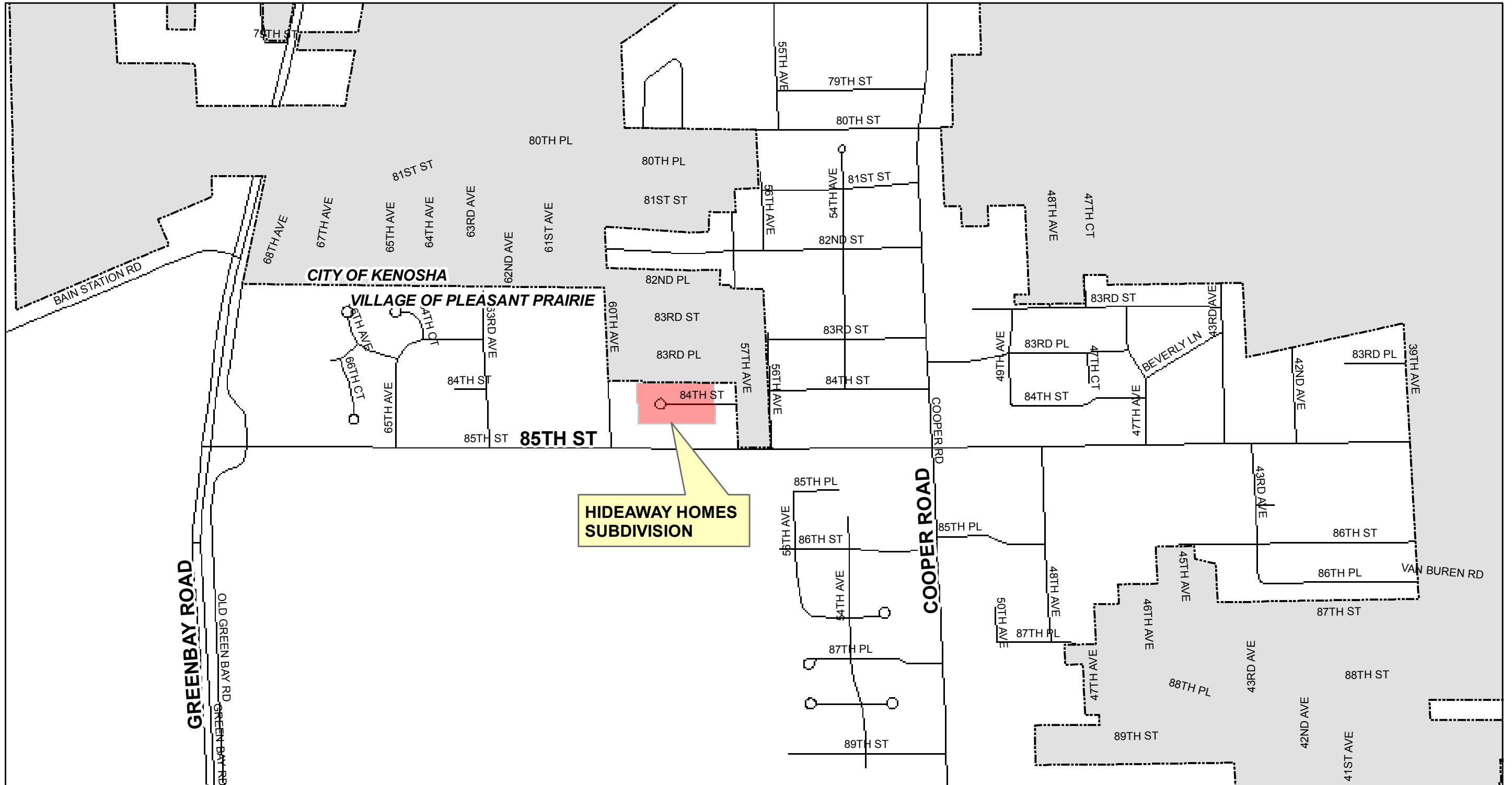
\_\_\_\_\_  
John P. Steinbrink  
Village President

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

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



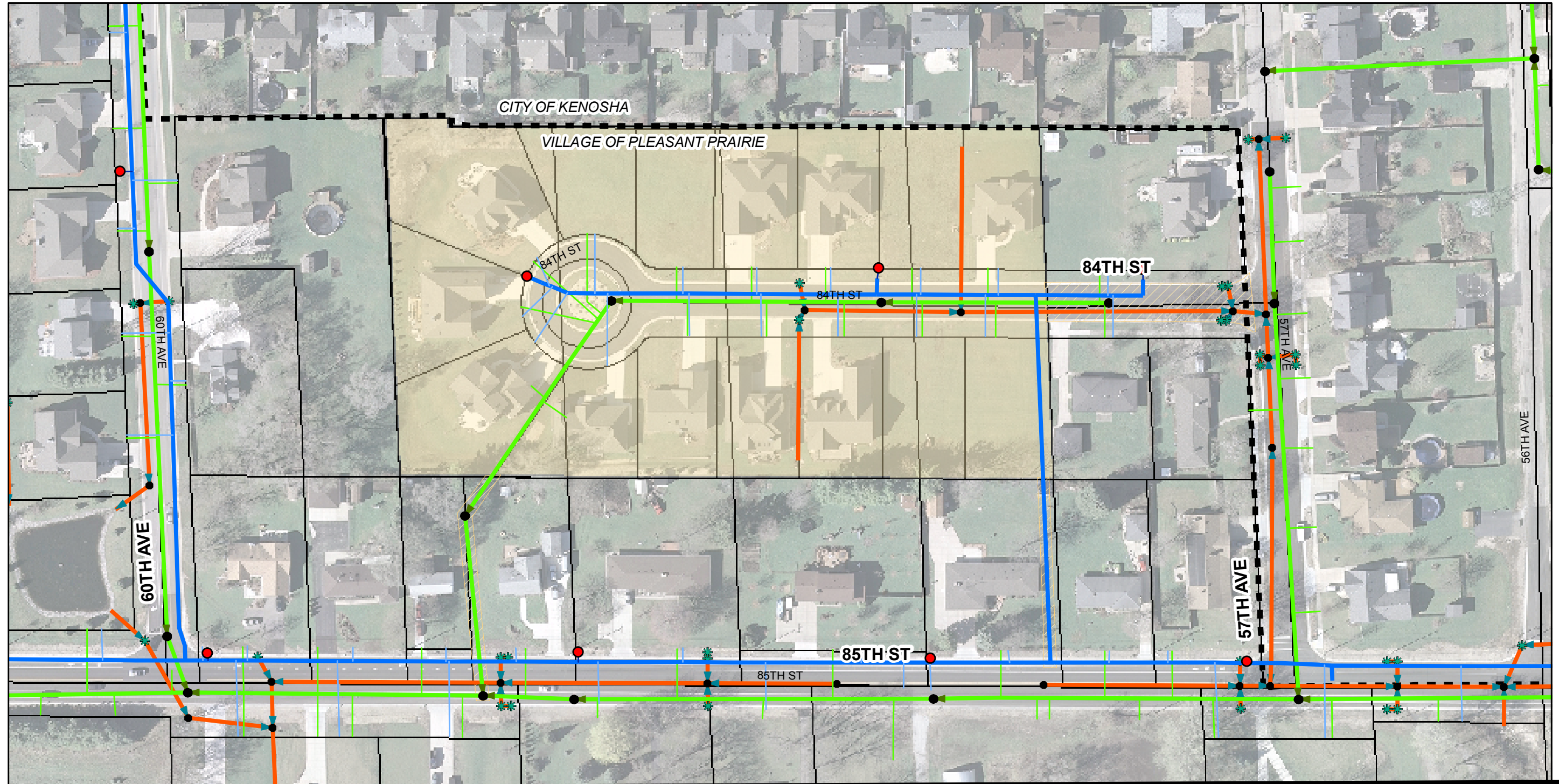
# HIDEAWAY HOMES SUBDIVISION LOCATION MAP



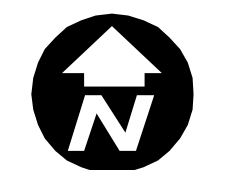
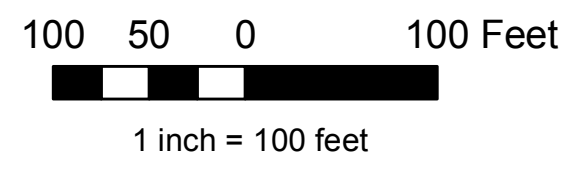


# HIDEAWAY HOMES SUBDIVISION FINAL ACCEPTANCE

	Water
	Sanitary
	Storm
	Hideaway Homes Subdivision



PREPARED BY: VOPP ENGINEERING  
DATE: 11/27/12



VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WI 53158

PROJECT ID  
RESIDENTIAL DEVELOPMENT  
HIDEAWAY HOMES SUBDIVISION



# MEMO

TO: Mike Pollocoff, Village Administrator

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

FROM: Mike Spence, Village Engineer

DATE: November 28, 2012

SUBJ: Professional Engineering Services Agreement-Crispell Snyder  
Design Services for 39<sup>th</sup> Avenue Reconstruction

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

The project will involve the reconstruction of 39<sup>th</sup> Ave from just north of the newly constructed round about at STH 165 to just north of the intersection with 97<sup>th</sup> St. The roadway length is approximately 0.55 miles and will be reconstructed as a 4 lane divided urban cross section (one through lane plus one parking lane each direction). The new roadway will accommodate bicycle/pedestrian traffic as well as provide sidewalks. Moderate grading will be provided. There will be sanitary sewer and water main improvements made.

A Request for Proposals document for professional consultants for the design of this project was released on October 11, 2012. Five proposals were received on November 11, 2012. The consultant selection process involved two steps: initial selection of top 2 or 3 firms based on their qualifications. The second step involved opening a sealed compensation proposal for the top rated consultants. Costs would be prorated and an overall point score obtained. (i.e. a lower cost would equate to more points etc.). The selection committee included four Pleasant Prairie staff and Gary Sipsma from Kenosha County. The proposals were initially evaluated based on the following criteria:

- Project Manager/Key Personnel;
- Project Approach;
- Previous Experience and capabilities of firm with similar projects;
- Overall quality of proposal.

Two firms stood out from the other three based on their scores on the above criteria, Kapur & Associates, Inc. and Crispell-Snyder, Inc. As per the provisions of the RFP their compensation proposals were opened. The total proposed compensation was:

1. Crispell-Snyder, Inc.: \$227,251.81
2. Kapur & Associates, Inc.: \$386,840.93





# MEMO

The differences between the two proposals were attributed to higher unit hourly rates and more hours for Kapur. Past experience with Crispell-Snyder supports their hourly rates and their level of effort and I am confident that they can complete the project with effort proposed.

The RFP did not include real estate acquisition services as the Village has procured these services with other firms in the past and that was the approach planned to be taken on this project. In discussions with Crispell-Snyder and WisDOT's local program consultant during the Contract negotiation stage, it was determined that there are very specific Federal guidelines for acquiring real-estate when there are Federal funds involved. There is a risk of losing the Federal money if these procedures are not followed. Therefore I instructed Crispell-Snyder to provide a price for these services. They received a proposal from the Highland Group who routinely provides these services:

- Appraisal Preparation;
- Objective Appraisal review;
- Negotiations/Closings.

The fee for these services is estimated at \$98,850.00. It is understood and agreed that this fee is based on a total of eighteen (18) parcels. The fee will be adjusted if the number of parcels or the scope of services changes. This represents a conservative estimate and it is believed that the actual number will be less. Kapur did not have this scope in their proposal either.

Crispell-Snyder has the qualifications to complete this project in a timely and cost effective manner. I have worked with their proposed project manager who is a very capable design engineer. They put together an outstanding proposal. It is for these reasons I am asking the Board to approve the Contract for Professional Engineering Services for Crispell Snyder for a total cost not to exceed \$329,250.00. The total contract amount is derived from the original proposal plus additional negotiated scope for new right-of-way staking and the real estate acquisition.

Attached is the Engineering Services Agreement from Crispell Snyder. This agreement includes the scope items.



AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES  
FOR  
39th AVENUE (CTH EZ) RECONSTRUCTION  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN

THIS AGREEMENT, made and entered into by and between the Village of Pleasant Prairie, Kenosha County, Wisconsin, a municipal corporation, hereinafter referred to as the “VILLAGE” and Crispell-Snyder, Inc., of Lake Geneva, Wisconsin, a corporation, hereinafter referred to as “CSI”.

WITNESSETH:

WHEREAS, the VILLAGE proposes to employ CSI for the purpose of providing engineering design services for the complete reconstruction of 39th Avenue (CTH EZ) roadway from north of STH 165 (104th Street) to just north of 97th Street, hereinafter referred to as the “Project”, which is described in Article I, below; and

WHEREAS, it is the desire of the VILLAGE to employ CSI for the purpose of providing professional consulting services for the Project in accordance with the Standard Terms and Conditions of Service as attached.

NOW, THEREFORE, in consideration of the premises, covenants, agreements, and payments hereinafter mentioned, the VILLAGE and CSI hereby mutually agree as follows:

ARTICLE I - DESCRIPTION OF PROJECT

The Project shall consist of the following:

- Reconstruction of 39th Avenue (CTH EZ) from north of STH 165 (104th Street) to just north of 97th Street.
- Improvements to the sanitary sewer and water main;
- Construction of storm water management facilities; and
- Design of green/sustainable elements wherever practical.

## ARTICLE II - PROFESSIONAL CONSULTING SERVICES TO BE PERFORMED BY CSI

Under this Article, CSI agrees, in general, to perform professional consulting services for the preparation of plans and specifications and more particularly agrees to provide as follows:

### SCOPE OF SERVICES:

#### A) GENERAL

- (1) The Services under this CONTRACT shall consist of performing those phases or portions of the design engineering for the PROJECT necessary or incidental to accomplish the PROJECT.
- (2) CSI shall furnish all Services and labor necessary to conduct and complete the Services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated in writing as to be furnished by the VILLAGE.
- (3) The Services under this CONTRACT shall be performed in accordance with generally accepted standards of the engineering profession and requirements contained in the WisDOT Facility Development Manual (MANUAL).
- (4) The Services shall comply with the applicable state and federal laws and regulations consistent with the funding of this project.
- (5) The Federal Highway Administration (FHWA) may participate in all conferences and reviews.
- (6) CSI shall from time to time during the progress of the Services confer with the VILLAGE and shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the VILLAGE to enable it to reasonably pass judgment on the features of the Services. CSI shall make such changes, amendments, or revisions in the detail of the Services as may be required by the VILLAGE. The VILLAGE reserves the right to select the alternative to be used and may request additional alternatives be studied. CSI shall be responsible for continuing adherence to generally accepted standards of the profession by VILLAGE required changes in detail of the Services.
- (7) At the request of the VILLAGE, and during the progress of the Services, CSI shall furnish maps, portion of plans, supplemental reports, or other information relating to Services under the CONTRACT as may be required by the VILLAGE.
- (8) This CONTRACT serves as a permit under sec. 86.07(2), Wis. Stats., for CSI and any of its approved subcontractors to carry out the Services hereunder on highway property under the jurisdiction of the VILLAGE and/or Kenosha County (COUNTY), unless a separate permit is specifically required by the VILLAGE

Representative. CSI and any of its approved subcontractors are authorized representatives of the VILLAGE for purposes of the right of entry under sec. 84.01(10), Wis. Stats., to enter private lands to make surveys or inspections or otherwise to carry out the Services required by this CONTRACT.

B) DESIGN REPORTS

- (1) Design Study Report: CSI shall prepare a Design Study Report as set forth in the MANUAL. Three copies shall be submitted to the VILLAGE for approval. The preparation of final Road Plans, Structure Plans, or Right-of-Way Plats shall not be undertaken by CSI until the Design Study Report has been approved or CSI has been authorized to proceed by the VILLAGE.
- (2) Pavement Report: CSI shall prepare a Pavement Type Selection Report as set forth in the MANUAL and TRANS 400, Wisconsin Administrative Code. One copy of the report shall be submitted to the VILLAGE for approval.

C) RIGHT-OF-WAY ACQUISITION

- (1) Land acquisition and easement assistance are anticipated as part of this project. The right-of-way to meet the ultimate profile will need to be acquired.
- (2) CSI shall complete the following tasks:
  - (a) Identify and delineate land rights necessary (fee, easement, access, construction, etc.) to implement the project per design requirements;
  - (b) Obtain ownership information and property boundaries for those properties identified as being affected by the project;
  - (c) Prepare an acquisition plat for the project; and
  - (d) Prepare legal descriptions and exhibit drawings specifically defining the areas needed and the land interests required for each parcel.
  - (e) CSI shall provide, upon request, one survey effort, in up to two mobilizations, to field locate and temporarily mark the new right-of-way boundaries including all temporary and permanent easements in a manner which will facilitate the appraisal of all affected parcels and relocation of affected utilities. Staking activities shall be coordinated with the VILLAGE and COUNTY to provide at least two weeks lead time for the VILLAGE to send letters to property owners.
  - (f) CSI shall prepare appraisals, provide an objective review of the appraisals, and negotiate/close with affected parcels.



- 1) All work performed in the acquisition of these parcels shall follow procedures established under the State of Wisconsin Real Estate LPA Manual.
- 2) CSI will contact parcel owners and proceed with negotiation steps as outlined in the MANUAL and maintain negotiation diaries.
- 3) CSI shall perform any necessary field activities in a professional manner.
- 4) CSI shall present to the owners the approved offers in writing.
- 5) Upon acceptance of an offer by the owner, CSI shall:
  - a) Review title and mortgage records and if needed, revise the project deed and mortgage documents and inform the VILLAGE and COUNTY of changes in title;
  - b) Complete Statement to Construction Engineer and provide a copy of Statement to owners;
  - c) Have owners sign conveyance documents;
  - d) Obtain releases of mortgages for fee acquisitions greater than \$5,000.00;
  - e) Submit a request for right-of-way payment to VILLAGE and COUNTY;
  - f) Complete closings per the MANUAL;
  - g) Record the acquisition documents after compensation is given or mailed to property owners via a letter from the VILLAGE to the Register of Deeds to bill the VILLAGE; and
  - h) Provide the VILLAGE and COUNTY with W-9 Forms and the completed acquisition files

D) ENVIRONMENTAL DOCUMENTATION

- (1) CSI shall assess the probable environmental impacts of the PROJECT as described in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code and recommend to the VILLAGE the appropriate level of environmental

documentation. The type of environmental document required will depend upon the type of action (Type IV, Type III, Type II, Type I) according to the Environmental Action List presented in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Upon the VILLAGE'S concurrence of the level of environmental documentation, CSI shall prepare the appropriate environmental documentation in accordance with the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code for approval by the VILLAGE.

E) AGENCY COORDINATION

(1) General:

- (a) CSI shall consult with all affected local, state, and federal agencies and supply them with the necessary information concerning the PROJECT, including exhibits, so as to enable them to discharge their responsibilities within their jurisdiction.
- (b) Contact with these agencies shall be made early enough in the development of the PROJECT to enable them to make a timely response so that their comments can be considered at the appropriate stage of Services under this CONTRACT. These contacts shall be identified within the public involvement plan and public participation log as set forth under the provisions of Section II G) of this CONTRACT.
- (c) CSI shall keep the VILLAGE fully informed of its and other affected agency activities.
- (d) Contact with the FHWA shall be only through the VILLAGE.

(2) Permits - General:

- (a) CSI shall determine those permits necessary to advance the PROJECT to the letting stage. When unable to make this determination, CSI shall confer with the VILLAGE.
- (b) When a permit is required, CSI shall prepare the permit applications, on the forms and in the manner prescribed by the issuing agency, or as indicated in the MANUAL, for execution and submittal by the VILLAGE.

F) UTILITY INVOLVEMENTS

(1) General:

- (a) The VILLAGE will provide CSI with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. If

necessary, the list should be expanded by CSI based on any additional facilities found in the field or based on contacts with other utilities. All known utilities should be invited to the Operational Planning Meeting.

- (b) During the development of the work under this CONTRACT, CSI shall confer on an on-going basis with all utility companies in the PROJECT vicinity in accordance with the MANUAL, to establish mutual understanding on design features of the PROJECT affecting utility facilities.
- (c) CSI shall coordinate with utility companies to ensure that facility relocations/alternation have been adequately considered.
- (d) CSI shall keep the VILLAGE duly informed of the status and nature of all such coordination activities. CSI shall provide the VILLAGE with timely plans and information that will permit it to meet its planned construction schedule.

(2) Utility Coordination:

- (a) CSI shall arrange for all utility coordination as set forth in the MANUAL, with the exception of negotiating for utility company land interests.
- (b) CSI shall show existing utilities on plans and plats.
- (c) CSI shall provide notifications and project plans to the affected owners of utility facilities, review the work plans of the utility facility owners, consider their schedules and prepare special provisions as required by sec. 84.063, Wis. Stats., and Chapter TRANS 220, Wisconsin Administrative Code.

(3) Utility Negotiations/Agreements:

- (a) CSI shall provide the VILLAGE with all necessary PROJECT information including the names of affected utility companies, the locations of the facilities along the PROJECT, the manner and extent to which they are affected, and exhibits, plans, specifications, estimates, reports, and other pertinent documentation as may be required to enable the affected utility companies to obtain necessary permits, to enter into any necessary agreements and to adjust and/or relocate their facilities, in accordance with the procedures as set forth in the MANUAL.
- (b) The VILLAGE will enter into negotiations with the affected utility companies and will prepare all necessary agreements and conveyances.

- (c) CSI shall prepare and submit to the VILLAGE a Utility Status Report(s), in accordance with the procedures as set forth in the MANUAL.
- (4) Plans, Plats, and Other Material: CSI shall provide the VILLAGE with all plans, plats and other material necessary for the acquisition of utility interests. In addition to all other plans, CSI shall provide one copy of the final plan and plat for each utility line, and municipality located within the PROJECT limits.

#### G) PUBLIC INVOLVEMENT

- (1) CSI, after consultation with VILLAGE, shall prepare Public Involvement Plan for this PROJECT. The effort will include 3 PIM's - 2 PIM's prior to the signing of the environmental report. A duplicate copy of this plan shall be furnished to the VILLAGE.
- (2) In cooperation with the VILLAGE, CSI shall maintain a log of public involvement activities associated with this PROJECT. A duplicate copy of this log shall be furnished to the VILLAGE, including any subsequent additions required to keep that copy current.
- (3) During the life of this CONTRACT, CSI shall assist the VILLAGE in answering all questions received from the general public about this PROJECT.

#### H) SURVEYS

- (1) CSI shall make such surveys as are necessary to accomplish the Services under this CONTRACT in accordance with the MANUAL. Such surveys shall be complete, detailed and as accurate as necessary to develop plans for the design of the PROJECT to usual standards of the VILLAGE and to yield the data necessary for computations of the quantities of the items of work in the construction of the PROJECT.
- (2) Surveys shall include such investigation of the site, locating and field staking as may be necessary to provide adequate ties between railroad and utility facilities and the highway stationing for development of the design.
- (3) Surveys shall be tied into the state plane coordinate system using the North American Datum of 1983 (1991 adjustment) - NAD83 (1991).

#### I) SOILS AND SUBSURFACE INVESTIGATIONS

- (1) CSI shall conduct soils and subsurface investigations per normal VILLAGE practices and minimally FHWA guidance.

- (2) CSI shall conduct soils and subsurface investigations necessary to determine the suitability of the material in the existing or proposed roadway to sustain the overlying embankment; the need for special treatment of the underlying soils to adequately support the embankment, base course, or pavement; the suitability of the material for roadway embankment or base courses; and the location of and extent to which rock or sub-surface water may be encountered in construction.
- (3) When completion of the subsurface investigation defined in the CONTRACT is not sufficient to adequately assess subsurface conditions, or provide all the required information for roadway design, CSI shall recommend a revised investigation program for authorization by the VILLAGE. Such recommendations shall be based on the content of the boring log. The extent of all subsurface investigation performed shall be fully justified in the Soils Report furnished for the PROJECT.
- (4) When sufficient information has been obtained prior the completion of the anticipated subsurface investigation, CSI shall recommend termination of the investigation to the VILLAGE. Termination of the investigation shall be justified by CSI and substantiated in the Soils Report for the PROJECT.

J) ROAD PLANS

- (1) CSI shall prepare Road Plans for the PROJECT.
- (2) Road Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Road Plans generally consist of the following:
  - (a) Title Sheet
  - (b) Typical Cross-Sections and General Notes
  - (c) Special Details including roadway elements, geometric layouts, and salvage/disposal of highway materials.
  - (d) List of Standard Detail Drawings
  - (e) Erosion Control Plan
  - (f) Storm Sewer Plan
  - (g) Landscaping Plan
  - (h) Pavement Signing and Pavement Marking Plan

- (i) Lighting Plan
  - (j) Traffic Signal Plan
  - (k) Traffic Control and Staging Plan
  - (l) Engineering Estimates on Computer Worksheet
  - (m) Miscellaneous Quantities
  - (n) Plan and Profile Sheets
  - (o) Computer Earthwork Data and Mass Diagrams
  - (p) Cross-Sections
- (3) Road Plans shall be designed in accordance with the current practices of the VILLAGE and in accordance with the principles, standards, and practices adopted by the VILLAGE for manual and computer aided design of highway plans, as specified in the MANUAL and shall be developed in accordance to, or be coordinated with the latest edition of the STANDARD SPECIFICATIONS for HIGHWAY and STRUCTURE CONSTRUCTION, of the VILLAGE, hereinafter referred to as STANDARD SPECIFICATIONS.
- (4) CSI shall develop sufficient alternatives or trial alignments, profiles, or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right-of-way requirements, aesthetics, blending with topography, and costs. The roadway profiles are to provide a “good fit” to the terrain to minimize earthwork and grading costs and to develop the configuration of other roadway elements such as bridges, intersections, and cross-sections.
- (5) Road Plans may be developed using either manual or computer aided design systems. Plan preparation shall be in accordance with the prescribed methods and on the approved plan sheet vehicles described in the MANUAL.
- (6) Plans for minor incidental retaining walls less than six feet in height and culvert type structures in this CONTRACT shall be considered as special construction details of the Road Plans and not as Structure Plans.
- (7) The VILLAGE will furnish to CSI such survey notes, partially completed plans or other data as may be available for use in the preparation of the plans. Such partial plans shall be considered only as preliminary information subject to further development.

- (8) In preparation of Road Plans, CSI shall prepare and furnish to the VILLAGE specifications for construction work included in the plans which are not covered by the STANDARD SPECIFICATIONS of the VILLAGE, and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (9) CSI shall furnish such other pertinent information and data with respect to the plans and design as may be necessary for completion of work under this CONTRACT.
- (10) Plans are subject to review and examination by the VILLAGE. Such review and examination may be made on the site of the PROJECT.

K) MEETINGS

- (1) Meetings may be scheduled at the request of CSI or the VILLAGE for the purpose of discussing and reviewing the Services under this CONTRACT.
- (2) Meeting schedules are to be coordinated with the VILLAGE to ensure that VILLAGE representatives are available to attend the meetings.

L) PLANS, SPECIFICATIONS, & ESTIMATES (PS&E):

- (1) CSI shall prepare a complete PS&E as specified in the MANUAL.
- (2) CSI shall submit the Plan Letter and Special Provisions portion of the PS&E on a diskette using the word processing software specified in the MANUAL.
- (3) CSI shall provide one set of final plans for each utility within the PROJECT limits prior to the PS&E submittal date.
- (4) CSI shall respond to any bidders' questions received and maintain a log of communication that will be submitted to the VILLAGE and COUNTY.

ARTICLE III - PROSECUTION AND PROGRESS

A) CSI proposed to sublet these services to:

- (1) Streetscape design to SmithGroupJJR.
- (2) Pavement design, street lighting, public involvement, and sustainable concept design to Michael Baker.

- (3) Phase I and subsurface investigation to Himalayan Consultants.
  - (4) Historic investigation to Heritage Research, Ltd.
  - (5) Archaeological investigation to AVD Archaeological Services, Inc.
  - (6) Real estate acquisition to Highland Group.
- B) The following items of work will be completed and submitted to the VILLAGE and COUNTY by the indicated dates, if CSI has received the Notice to Proceed by December 4, 2012.

30% Plans	April 1, 2013
ER	May 1, 2013
Design Study Report	September 1, 2013
60% Plans	September 1, 2013
Final Plat and Legal Descriptions	January 1, 2014
Draft PS&E	May 1, 2014
PS&E	August 1, 2014

ARTICLE IV - COMPENSATION

The Client shall pay CSI for professional consulting services described in Article II as follows:

- A) Professional Services (Article II - Items A thru L):

\$314,650.00 plus a fixed fee of \$14,600.00 for a total cost not to exceed \$329,250.00.





**97th STREET**

**SPRINGBROOK RD**

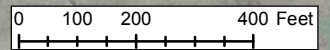
**Village Hall**

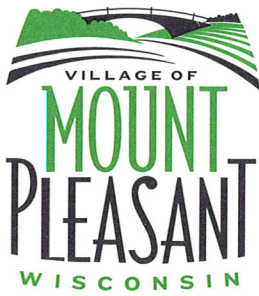
**39th AVENUE ROAD  
RECONSTRUCTION LIMITS**

**CTH "EZ"**

**39th AVE**

**STH 165**





October 29<sup>th</sup>, 2012

John Steinbrink - Village President  
Village of Pleasant Prairie  
8640 - 88th Avenue  
Pleasant Prairie, WI 53158

Re: New Intergovernmental Agreement  
Southeast WI Clean Water Network

Dear Mr. Steinbrink,

Due to the pending expiration of the two-year contract between the Village of Bristol and the Root-Pike Watershed Initiative Network for the S.E. WI Clean Water Network's *Keep Our Waters Clean* campaign, the Village of Mount Pleasant has recently taken steps to take over the role of fiscal agent for the S.E. WI Clean Water Network.

The Village of Mount Pleasant is already the acting fiscal agent for the S.E. WI Clean Water Network's Department of Natural Resources' Urban Non-Point Source & Stormwater Management Grant, which has a grant period extending through 2013. As such, this change allows the S.E. WI Clean Water Network to utilize a single fiscal agent for all activities, simplifying the overall group interaction.

The next step in this process is the execution of an intergovernmental agreement between your municipality and the Village of Mount Pleasant to allow us to act as fiscal agent for the S.E. WI Clean Water Network. The enclosed agreement is very similar to the one you are currently party to with the Village of Bristol, who currently serves as the fiscal agent.

Please sign both original copies of the enclosed agreement, retain one for your records, and return the other to:

Village of Mount Pleasant  
8811 Campus Drive  
Mt. Pleasant, WI 53406  
Attn: Tony Beyer

If you have any questions or concerns regarding the agreement, Please do not hesitate to contact me at (262) 664-7849.

Sincerely,  
The Village of Mount Pleasant

  
Tony Beyer  
Water Systems Engineer

Encl.

## Intergovernmental Agreement Southeast Wisconsin Clean Water Network

**Between the VILLAGE OF MOUNT PLEASANT and the VILLAGE OF PLEASANT PRAIRIE**

**A member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program Services, named Keep Our Waters Clean.**

Whereas the VILLAGE OF PLEASANT PRAIRIE, as a member of the SOUTHEAST WISCONSIN CLEAN WATER NETWORK ("S.E. WI Clean Water Network"), recognizes the negative impacts storm water runoff from urban lands can have on local water resources and are subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code; and

Whereas, the Municipal Permit requires the VILLAGE OF MOUNT PLEASANT and the other municipal members of the S.E. WI Clean Water Network to implement an Information and Education Program relating to water pollution caused by storm water discharges.

Whereas, sharing resources and coordinating information and educational activities between the VILLAGE OF MOUNT PLEASANT and the towns, villages, cities and counties that comprise the S.E. WI Clean Water Network can be a cost-effective way to satisfy the municipal permit requirements for all units of government.

Now, therefore, in consideration of these premises and under the authority of subsection 66.0101 Wis. Stats., the VILLAGE OF MOUNT PLEASANT and the VILLAGE OF PLEASANT PRAIRIE agrees to join the SOUTHEAST WISCONSIN CLEAN WATER NETWORK and cooperate on the implementation of an Information and Education Program, titled Keep Our Waters Clean! (the "*Keep Our Waters Clean project*"), in accordance with the following:

**A)SERVICES.** Starting January 1, 2013 the ROOT-PIKE WATERSHED INITIATIVE NETWORK ("Root-Pike WIN") agrees to provide the S.E. WI Clean Water Network with information and educational program services under a contract and in accordance with the ***Keep Our Waters Clean project***. When implemented, the *Keep Our Waters Clean Plan* is designed to meet the requirements titled, "Public Education and Outreach" (Section 2.1) and "Public Involvement and Participation" (Section 2.2) of the WPDES Municipal Separate Storm Sewer Discharge General Permit under Chapter NR 216 Wis. Admin. Code. The *Keep Our Waters Clean Plan* describes an annual work plan of actions, a timetable, oversight process, program goals by target audience, planned activities, evaluation, and the management and coordination roles of the MUNICIPALITY MEMBERS OF THE S.E. WI CLEAN WATER NETWORK, the Advisory Committee of the S.E. WI Clean Water Network during the implementation. The VILLAGE OF MOUNT PLEASANT and other members (TOWN, VILLAGE, CITY, COUNTY) of the S.E. WI Clean Water Network agree to assign a representative who will participate in at least two program planning and implementation meetings each year and will take the lead in facilitating the participation in the activities described in the Plan. It is understood that the VILLAGE OF MOUNT PLEASANT and other members of the S.E. WI CLEAN WATER NETWORK must implement the program described in the Plan to maintain compliance with their respective Municipal Permits and all members are subject to annual evaluations by the Wisconsin Department of Natural Resources. The VILLAGE OF MOUNT PLEASANT agrees to serve as the fiscal agent for the SOUTHEAST WISCONSIN CLEAN WATER NETWORK and will be reimbursed in the amount of \$1,000 per year for its oversight services.

**B) FEES.** By March 1 of 2013 and 2014 each member of the S.E. WI Clean Water Network (County, City, Village, Town) agrees to pay the VILLAGE OF MOUNT PLEASANT the applicable fee shown in the Plan for the Information and Education Program services for the *Keep Our Waters Clean Plan*. The fee is designed to cover costs for work performed by the Root-Pike WIN for the Greener Yards, Cleaner Waters program, for coordinating meetings of the Clean Water Network, and for coordinating the WIDNR NPES Planning Grant and its Respect Our Waters advertising campaign. After 2014, this fee will be subject to an annual increase not to exceed 5 percent. The VILLAGE OF MOUNT PLEASANT will notify the (County, City, Village, Town) of the applicable fee by September 15 of the preceding year.

**C) REPRESENTATIVE/CONTACT.** Upon execution of this agreement, the VILLAGE OF MOUNT PLEASANT and the VILLAGE OF PLEASANT PRAIRIE and municipal member of the S.E. WI CLEAN WATER NETWORK shall designate a primary contact person who will take the lead and be responsible for carrying out the activities described in the *Keep Our Waters Clean Plan*.

**D) REPORTING.** By FEBRUARY 1 of each year, as required by the Municipal Permit, the VILLAGE OF MOUNT PLEASANT will provide (County, City, Village, Town) with a detailed report of activities carried out by the ROOT-PIKE WIN and the progress toward the goals listed in the *Keep Our Waters Clean Plan*. The (County, City, Village, Town) will be responsible for tracking and documenting their own activities and submitting all required reports to the Wisconsin Department of Natural Resources with copies to the VILLAGE OF MOUNT PLEASANT.

#### **E) MISCELLANEOUS PROVISIONS**

**1. Effective Date.** Upon execution by the VILLAGE OF MOUNT PLEASANT and the VILLAGE OF PLEASANT PRAIRIE this Agreement shall take effect on FEBRUARY 1, 2013 and shall remain in effect through the term of the Municipal Permit or until otherwise terminate by either party under sub. 3. below.

**2. Review and Amendments.** The terms of the agreement shall be reviewed annually and may be modified if approved in writing by both parties and duly executed by the authorized representative. Annual fees for the Information And Education Program services shall be documented by invoice.

**3. Termination.** The VILLAGE OF MOUNT PLEASANT or the VILLAGE OF PLEASANT PRAIRIE or any other municipal member of the S.E. WI Clean Water Network may terminate this Agreement at any time upon a 60-day written notice of intent. The Town, Village, City or County is responsible for notifying the Wisconsin Department of Natural Resources of any termination of this Agreement and for subsequent compliance with WIDNR permit requirements.

**4. Effect of Agreement.** This Agreement contains the entire Agreement of the parties. All parties recognize that this Agreement is the product of a unique set of circumstances. Accordingly, is mutually acknowledged that many of the provisions contained herein are unique into themselves and should not be seen as a precedent for any future Agreement between the VILLAGE OF MOUNT PLEASANT and other entities.

**5. Binding Agreement.** This Agreement is binding on the parties and their respective successors and assigns.

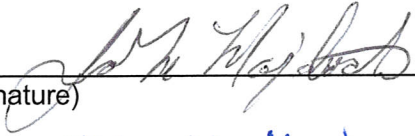
**Signed by the VILLAGE OF PLEASANT PRAIRIE**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(printed name & title)

**Signed by the VILLAGE OF MOUNT PLEASANT**

  
\_\_\_\_\_  
(signature)

10/29/12  
\_\_\_\_\_  
(date)

Jim Majdoch - Village President  
\_\_\_\_\_  
(printed name & title)

RESOLUTION 22-2012

**Resolution Authorizing the Village of Mount Pleasant to Act as Fiscal Agent for the Southeast Wisconsin Clean Water Network**

WHEREAS, the Village of Mt. Pleasant and seventeen other members of the Southeast Wisconsin Clean Water Network (Village of Bristol, City of Kenosha, County of Kenosha, Village of Pleasant Prairie, Town of Salem, Village of Silver Lake, Town of Somers, City of Franklin, Village of Greendale, Village of Hales Corners, City of Oak Creek, Village of Caledonia, City of Racine, Village of Sturtevant, Village of Wind Point, City of New Berlin and UW-Parkside) agree to contribute the local share needed to fund a Public Education and Outreach program as required by the Wisconsin Department of Natural Resources WPDES storm water group permit to comply with Administrative code NR216; and

WHEREAS, all eighteen representing members of the Southeast Wisconsin Clean Water Network group permit have agreed to have the Village of Mount Pleasant act as fiscal agent for the group and have agreed to execute Intergovernmental Agreements with the Village of Mount Pleasant to secure funding for the Public Education and Outreach program; and

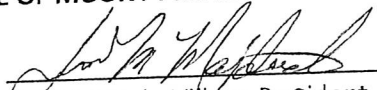
WHEREAS, the Village of Mt. Pleasant will execute a contract with the Root-Pike Watershed Initiative Network to implement the Public Education and Outreach program using the funds collected from the Southeast Wisconsin Clean Water Network;

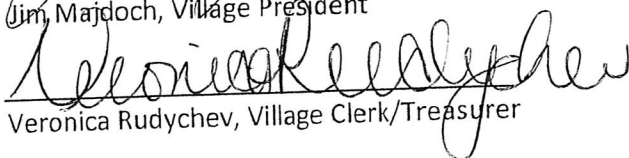
WHEREAS, the Village of Mt. Pleasant agrees to act as fiscal agent for the Village of Mount Pleasant and seventeen other members of the Southeast Wisconsin Clean Water Network for the purpose of implementing a Public Education and Outreach program; and

NOW, THEREFORE BE IT RESOLVED, that the Village of Mt. Pleasant authorizes the Village President to sign agreements and contracts to act as fiscal agent on behalf of the members of the Southeast Wisconsin Clean Water Network and to authorize staff to complete the activities required to implement the Public Education and Outreach program funding.

Adopted by the Village Board of the Village of Mount Pleasant, Racine County, Wisconsin, this 22<sup>nd</sup> day of October, 2012.

**VILLAGE OF MOUNT PLEASANT**

By:   
Jim Majdoch, Village President

Attest:   
Veronica Rudychew, Village Clerk/Treasurer

*Office of Village Clerk*

## MEMORANDUM

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TO: Village Board Trustees

FROM: Jane M. Romanowski  
Village Clerk

DATE: November 28, 2012

RE: 2013 Mobile Home Park Licenses

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

Attached are reports from the Community Development and Building Inspection Departments with respect to existing zoning and building code violations. The violations noted at Scotty's Mobile Home Park must be corrected before a 2013 license is issued with the exception that the internal driveway shall be scarified and resurfaced by June 15, 2013.

License fees have been paid and I recommend renewal of the four mobile home park licenses listed above for the period 1/1/13 through 12/31/13 subject to Chapter 221 of the Municipal Code and the correction of the required zoning and building code violations which must be completed prior to license issuance.

\* \* \* \* \*

Attachments



# VILLAGE STAFF MEMORANDUM

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

**FROM:** Jean Werbie-Harris, Community Development Director

**DATE:** November 27, 2012

**SUBJECT:** 2012 Manufactured Home Park Zoning Inspections –  
Community Development Department

This memorandum is intended to inform the Village Board of Trustees/Village Clerk of the outstanding code violations on the properties whereby the manufactured home park license holders are seeking to renew their manufactured Home Park License. Inspections were completed on November 27, 2012 by Jean Werbie-Harris, Community Development Director.

<u>PROPERTY</u>	<u>ADDRESS</u>	<u>ZONING</u>
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<b>City View Manufactured Housing Community</b>	4303 75 <sup>th</sup> Street	R-12
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Continental Communities  
Attn: Sarah Burris  
2015 Spring Road  
Suite 600  
Oak Brook, IL 60523

Outstanding zoning violations to be corrected: **NONE.**

<u>PROPERTY</u>	<u>ADDRESS</u>	<u>ZONING</u>
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<b>Timber Ridge Manufactured Home Park</b>	1817 104 <sup>th</sup> Street	R-12, PUD
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Chicago-Kenosha Co. Inc. d/b/a  
Timber Ridge Manufactured Home Park  
Manager: Judi Domine  
1817 104<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Outstanding zoning violations to be corrected: **NONE.**



# VILLAGE STAFF MEMORANDUM

**TO:** Village Board of Trustees  
Michael R. Pollocoff, Village Administrator  
Jane M. Romanowski, Village Clerk  
Mike Spence, P.E., Village Engineer, Director of Building Inspection Dept.

**FROM:** Ralph Nichols, Senior Building Inspector / Deputy Zoning Administer

**DATE:** November 21, 2012

**SUBJECT:** 2012 Manufactured Home Park Inspections –  
Building Inspection Department

This memorandum is intended to inform the Village Board of Trustees/Village Clerk of the outstanding code violations on the properties whereby the manufactured home park license holders are seeking to renew their manufactured Home Park License. Inspections were completed on November 14 & 19, 2012 by Ralph Nichols, Senior Building Inspector

<u>PROPERTY</u>	<u>ADDRESS</u>	<u>ZONING</u>
<b>City View Manufactured Home Park</b>	4303 75 <sup>th</sup> Street	R-12

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

Outstanding violations to be corrected:

**NONE.**

\*\* The Building inspection Department did visually inspect and there are no outstanding violations open for City View Manufactured Home Park.

<b>PROPERTY</b>	<b>ADDRESS</b>	<b>ZONING</b>
<b>Timber Ridge Manufactured Home Park</b>	1817 104 <sup>th</sup> Street	R-12, PUD

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

Outstanding violations to be corrected:

**NONE.**

\*\* The Building inspection Department did visually inspect and there are no outstanding violations open for Timber Ridge Manufactured Home Park.

<b>PROPERTY</b>	<b>ADDRESS</b>	<b>ZONING</b>
<b>Scotty's Manufactured Home Park</b>	5310 75 <sup>th</sup> Street	R-12

G. John Ruffolo  
 1750 22<sup>nd</sup> Avenue  
 Kenosha, WI 53140

Outstanding violations to be corrected:

1. Work being done without permits. Proper Building/Zoning applications for permits need to be submitted for a shed at Lot 22 recently put together in the rear of home.
2. Bring into compliance manufactured home that is missing decks for egress purposes, Lot 27. Safety must be maintained.

\*\* The Building inspection Department did visually verify and knows of outstanding violations open for Scotty's Manufactured Home Park.

<b>PROPERTY</b>	<b>ADDRESS</b>	<b>ZONING</b>
<b>Westwood Manufactured Home Park</b>	7801 88 <sup>th</sup> Avenue	R-12

RC Westwood Estates LLC  
Attn.: Debbie Kelly &  
Riverside management LLC  
2 N. Riverside Plaza  
Chicago, IL 60606

Outstanding violations to be corrected:

**NONE.**

\*\* The Building inspection Department did visually inspect and there are no outstanding violations open for Westwood Manufactured Home Park.

Ralph/ManufacturedHomeParkLicenses/2011/BuildingDepartmentInspection2012MHParkLicenseMemo

**CLERK'S CERTIFICATION OF  
BARTENDER LICENSE APPLICATIONS  
Period Ending:      November 28, 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. Shaun P. Whatley

thru June 30, 2014

Jane M. Romanowski  
Village Clerk