

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
October 1, 2012
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Presentation of funds collected Labor Day weekend by the Fire & Rescue Department to the Muscular Dystrophy Association.
5. Minutes of Meetings – September 4 and 17, 2012
6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
7. Administrator's Report
8. Unfinished Business
 - A. Consider Resolution #12-31 restricting vehicular parking along 76th Street in the vicinity of Becker Park between 48th and 49th Avenues
9. New Business
 - A. Consider Resolution #12-34 Authorizing the Issuance and Sale of \$2,760,000 General Obligation Refunding Bonds, Series 2012B.
 - B. Consider approval of the 2011-2013 Pleasant Prairie Professional Firefighters International Association of Firefighters Local 3785 Agreement.
 - C. Consider Operator License application on file.
10. Village Board Comments

Village Board Agenda
October 1, 2012

11. Consider entering into Executive Session pursuant to Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
12. Return to Open Session and Adjournment.

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
September 4, 2012
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, September 4, 2012. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director/Treasurer; Dave Mogensen, Interim Police Chief; Doug McElmury, Fire and Rescue Chief; Mike Spence, Village Engineer; and Jane Romanowski, Village Clerk. Two citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - AUGUST 6 AND AUGUST 20, 2012**

YUHAS MOVED TO APPROVE THE MINUTES OF THE VILLAGE BOARD MEETINGS OF AUGUST 6 AND AUGUST 20, 2012 AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY ALLEN; MOTION CARRIED 5-0.

5. PUBLIC HEARING

- A. Consider Resolution #12-27 to change the official addresses of the properties located at 11121 4th Avenue to 11027 4th Avenue as a result of the addresses being out of sequence.**

Jean Werbie-Harris:

Mr. President and members of the Board, it's been brought to the Village's attention that the addresses of the homes on the east side of 4th Avenue were out of sequence between 11001 and 11145 4th Avenue. In reviewing this information, it appears that the home located at 11121 4th Avenue, identified as Lot 20, Block 20 in the Carol Beach Estates Subdivision Unit #2 owned by Gomez and Gisela Hernandez and further identified as Tax Parcel Number 93-4-123-293-1045 is located between 11021 and 11101 4th Avenue. This address could present some problems due to it being out of proper sequence for emergency response personnel, deliveries and other persons trying to locate the property.

Therefore, on July 16, 2012 the Board adopted Resolution 12-22 to initiate the change of the official address of this property pursuant to Article IV of the Village ordinance. This is a matter of public hearing. And for the record a copy of the notice regarding the hearing was sent to the

Village Board Meeting
September 4, 2012

Hernandez household. It was returned without it being signed that they received this certified mail. But we put that in an envelope and then we sent it regular mail back to the house to that same address prior to this hearing date. With that I'd like to continue the public hearing.

John Steinbrink:

That being said, this being a public hearing I will open the public hearing up both to comment or question. Did we have any signups for the public hearing?

Jane Romanowski:

Not tonight.

John Steinbrink:

Anybody wishing to speak on this item? Hearing none I'll close the public hearing and open it up to Board comment or question.

Monica Yuhas:

Jean, there was no telephone call from Mr. or Mrs. Hernandez?

Jean Werbie-Harris:

No.

Michael Serpe:

What did you say about the certified letter?

Jean Werbie-Harris:

This matter went before the Village Plan Commission, and they made a recommendation to support this address change. And what we typically do is send a certified mail letter to the property owner, return receipt required, so that we have verified that the property owner has, in fact, received the letter. It came back without being signed. Basically they notified them on the route and they didn't claim it and so it was returned to the Village. And so we then put that envelope with the notice of the public hearing back into a regular envelope with a stamp basically, and we sent it first class mail. And that was sent out last week, resent last week.

Michael Serpe:

So right now we don't know that the people know that we're doing this or not do we?

Village Board Meeting
September 4, 2012

Jean Werbie-Harris:

We do not know.

Michael Serpe:

So we're going to change the address, and they're not going to change their bank notification or any other billing addresses.

Jean Werbie-Harris:

Well, one of the things that as part of this resolution we set a specific date where we would like all of the address materials for the property to be changed by. And at this point the Resolution 12-27 identifies that the effective date would be November 1, 2012 for them to change the address for all their personal mail, and then we would notify the post office and 9-1-1 and everyone that it goes into effect on November 1st.

Michael Serpe:

Do we know that this house is being regularly lived in?

Jean Werbie-Harris:

We don't know. I don't know.

John Steinbrink:

Jean, when do we notify the post office? Because once they're notified don't they continue to forward mail even for a period of time even if the address is changed?

Jean Werbie-Harris:

We would typically send out a letter within a week of it being approved by the Village Board with the identification that this would go into effect November 1st. So that would give the post office and everyone plenty of time to have this change made by the effective date. Typically the property owner has contacted us or we receive some type of phone call or notification from the property owner. We have not received anything from them. But mail is typically forwarded for up to six months, first class mail.

John Steinbrink:

So they are the owner of the property and not a renter?

Village Board Meeting
September 4, 2012

Jean Werbie-Harris:

According to the public information system for Kenosha County we sent it to the known record of the name of the person on file that owns the property according to their records.

Monica Yuhas:

Jean, would it be out of context to ask that someone personally go down there, knock on the door and try to make personal contact with them?

Jean Werbie-Harris:

We could have the Police Department serve. We've done that with certified mailings and specific official notifications. We can have it personally served.

Monica Yuhas:

Either early in the morning or later in the evening?

Jean Werbie-Harris:

Yes, I can talk to the Police Department to do that for us.

Monica Yuhas:

Okay, I would like to see that happen, at least the attempt.

Jean Werbie-Harris:

Is that regarding that this effective change is going into effect? Or, are we modifying or extending the time frame for a public hearing? What specifically are we going to be serving on them?

John Steinbrink:

This could be subject to notification. Once they receive notification this will go into effect. Is that okay to do?

Jean Werbie-Harris:

We can try to serve it this week saying that November 1st is the effective date. We'll serve them before we send out the letter to all the other agencies.

Village Board Meeting
September 4, 2012

Mike Pollocoff:

Right now we're looking at a two month roughly, two month window. So if some reason the personal service doesn't happen for a week or two, my recommendation is that the Board amend the resolution to read that after personal service has been secured that two months following that date the address effective date would happen at that time.

Michael Serpe:

I'd be comfortable with the proper service and then subject to the proper service. I'd move approval of 12-27.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

SERPE MOVED TO ADOPT RESOLUTION #12-27 TO CHANGE THE OFFICIAL ADDRESSES OF THE PROPERTY LOCATED AT 11121 4TH AVENUE TO 11027 4TH AVENUE AS A RESULT OF THE ADDRESSES BEING OUT OF SEQUENCE SUBJECT TO PERSONAL SERVICE TO THE PROPERTY OWNER OF THE ADDRESS CHANGE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

6. CITIZEN COMMENTS

John Steinbrink:

Anybody wishing to speak under citizens' comments?

7. ADMINISTRATOR'S REPORT

Mike Pollocoff:

Mr. President, I just want to report on the paving project for the Village that's underway this year. We received initially a large increase in our paving prices when we went out to bid this year. And based on that number we've cut back how much paving we're going to do so we can stay within the budget, the paving number that we come up with, our estimates, assuming that we're going to have bad soils in some place and will have to do some remedial work, or how much engineering effort we're going to be spending based on whatever project complexities we've had.

Mike Spence and John, Jr. have taken a look where we stand with the contract. And we're going to be paving, doing the resurfacing projects we have where we mill down an inch and a half in Lakeview Corporate Park on 100th Street and I think 102nd, the cul-de-sac there. So we're

Village Board Meeting
September 4, 2012

basically done. On 116th Street, which is our major arterial project we're working on, we had gone from Sheridan Road to roughly 22nd Avenue because we felt based on the money that was available that was all we were going to be able to accomplish. So with the added money that we have within the contract and we still stay within budget, public works is going to install a new cross-culvert at approximately 22nd where Tobin Creek runs underneath Tobin Road. And we're going to get that road paved up to 26th Avenue. Four blocks is four blocks, and this is probably the worst four block section in that entire project. So it's going to be done a little bit differently than the other parts of the road in how we approach it.

Then next year as part of our budget that I'll be presenting to you we'll finish off that section of road from roughly 26th Avenue up to 39th Avenue. We'll have that major arterial done then from Sheridan Road out to Old Green Bay Road. It's been a little bit problematic project. We lost some significant road aids from the State that would have helped us carry that project on a little further. But we've got to deal with what we've got to deal with. So that will be done.

Also, Mike Spence has reported that we had some failures in the seal coating or the micropave on Lakeshore Drive and 116th up to approximately 113th Street, and they're going to be redoing that. I don't think they have redone it, have they? Have they redone that section of Lakeshore Drive?

Mike Spence:

They have come back and they've redone it. But we're actually checking with the contractor to see what mix they use because I'm still not totally satisfied. So we're going to get the project manager back down here to take a look at it. So it's still not complete.

Mike Pollocoff:

So that's part of my report is we are taking a look at, as Mike said, the mix and the size of the material that was in the mix before we sign off on the project and accept it. So those two items there would complete our paving budget for this year. The work we're doing on 116th Street is significant. The work we're doing in the Corporate Park is important. I've had questions on why we're spending money out there, but those roads out there basically held up pretty good for 25 years. And it's a concrete road, and we don't want to have that concrete start deteriorating underneath the asphalt. So it's important we seal those up. That's the headway we're making on these paving projects from this year. That's all I have to report tonight.

Michael Serpe:

I went down Lakeshore Drive, and I experienced the seal coating that was put on there. And I saw what happened way south, and the same company did 85th Street. And I've got to tell you it's not the same product. That's not the same work product. 85th Street is passable but it's not as smooth as Lakeshore Drive. I hope future projects don't end up the same way that 85th Street is right now because it's not what I call very good.

Village Board Meeting
September 4, 2012

Mike Pollocoff:

That's why we're looking at the product to make sure that [inaudible]. Because we have seen really good performance on this project and last year's projects in Prairie Ridge. They did exceedingly well. That might be the one thing we're looking at. Or else it was the process, they didn't put it down in a proper manner. But we're going to work through that. We're not going to make payment until we get it squared away.

Steve Kumorkiewicz:

By the same company?

Mike Pollocoff:

Yes, low bid both years.

Steve Kumorkiewicz:

Something's wrong someplace.

John Steinbrink:

Thank you, Mike.

8. NEW BUSINESS

A. Receive the Kenosha Area Convention & Visitors Bureau's 2011 Annual Report.

Dennis DuChene:

Good evening everybody. You received a copy of the 2011 annual report in your packets. 2011 was a good year for the CVB. Things are starting to come back in terms of where we were in 2011. Hotel revenues were up. Our station and our visitor guide was up. And the number of the events that we bring into the community were back as well. Tourism spending was estimated by Tourism Economics to be about \$155.8 million. That ranks us about 19th in terms of the counties in the State of Wisconsin according to our visitor survey. And I think this is one of the most important things is 97.9 percent of the people surveyed would recommend a visit to their friends and family. I think that holds true for leisure visits as well as the number of events that we hold.

Many of you worked the triathlon events and are familiar with those and the impact they have on their community. And I'd like to thank you for your service at those events. It's great to see you guys out there to experience those events. It's a great opportunity not only for women in our community to participate in those events but bring women in from out of town along with their friends and family for the weekend to experience all that we have. Many of them spend multiple days here and experience a lot of the wonderful things we have to do.

Village Board Meeting
September 4, 2012

Something relatively new that I'd like to talk about tonight is some of the swim meets that we host at the aqua arena at RecPlex. It's been extremely successful from our standpoint. There's a number of meets there throughout the year that are just kind of regular competitive meets. They bring in anywhere from 400 to 600 swimmers. Typically a Friday, Saturday, Sunday event. Most of those regular events we do have teams come in from Verona and spend the weekend or Green Bay, different communities from the State just for a weekend competition. Kind of a travel meet for their families to get away and experience some competition and great pool.

Some of the I guess marquee events that we have there, in March we were able to host the Speedo championships. You have to have certain time standards to qualify for this event. And one of the reasons I like these events is it's very easy to track things. For example, at Speedo's we had 346 male athletes, 485 female athletes for a total of 831 swimmers. They swam a total of 2,635 swims and represented 94 clubs from basically across the country. The economic impact of this event based on numbers of that USA Swimming give us \$433,500 for a four day swim meet in March. It's important to us because typically in March the hotels aren't very busy. And to bring that amount of business into the community not only helps the hotels but local businesses as well as the RecPlex itself. The Pleasant Prairie Patriot Swim Team was a co-host with that event with the Lake Forest Swim Club. So both clubs were able to generate revenue to help keep their team fees down. They paid the rental for the facility as well, so it worked out well for the RecPlex, concessions and on and on.

The other meet that we hosted, and the reason I bring these up even though they're in 2012, in regard to 2011 is usually a year or two out you're bidding for these events. So in 2011 is really when all the work was done to get these events here. The Central Zone meet was in August. Again, this was a great event. In particular it's 14 and under, so more of these kids travel with their parents. There were 394 male athletes, 629 female athletes for a total of 1,023 swimmers. I think the Illinois State Championship meet is the only meet that was larger than this one that we hosted at the facility. There were seven LSE's there and, again, economic impact there \$453,660. You're wondering why we have so many more athletes and economic impact is relatively the same, this is really a three day meet compared to a four day meet and then you don't have the travel. But those are just two examples.

And then another thing I'd like to point out, the numbers are great, economic impact is great, but the opportunity that that facility gives swimmers not only in our community but basically from the entire country is we had 22 record swims this year at the Central Zone championships which is pretty outstanding in terms of bringing kids into a facility and giving them a great opportunity to participate in a sport that they like. That's really all I have. If you have any questions regarding the report or any questions in general.

John Steinbrink:

Thank you, Dennis. Good job. We know how much work you put into this, and we see you working at the triathlons and the swim meets. When you've got help from the Convention and Visitors Bureau at your level that's pretty good. You really put Kenosha and Pleasant Prairie on the map with these kind of events. I think with the timing of the Olympics this year and that final meet the enthusiasm down there was just surreal to watch those young athletes and their goals for

Village Board Meeting
September 4, 2012

the future. So it's a job well done. So I think everybody works hard at it, the RecPlex folks, you folks and the athletes.

Dennis DuChene:

On that note I appreciate the comments, but really what makes things work is the partnerships we have in the community. It's the partnership the CVB has with the Village of Pleasant Prairie, with the RecPlex, with the other partners that we have. And more importantly we're able to get volunteers to show up at these events and really make them work. Financially they wouldn't happen if we had to pay people to run this event. But the fact that the Village has people willing to come out there like yourselves to give their time so that these kids can participate in events is really what makes it work.

It's a pleasure to represent the Village as well as the City, the Village of Bristol, the Town of Wheatland. But it's really the people that make it work. We have a great relationship with the Parks Department, Police Department, RecPlex and that helps. And that speaks volumes because coming from the CVB side not all CVBs have those benefits. Some of them are constantly going back and forth with the people they represent. It allows us to focus on bringing more business in, trying to generate more which is what we're supposed to focus on. But none of that happens without the volunteers and the support of the community.

Michael Serpe:

We have our department heads and our employees take a lot of time from their regular duties to help out the special events, the triathlons and everything. We have a venue with the RecPlex and Prairie Springs Park that's very unique. And I honestly think that maybe we can do better for ourselves and tourism if we possibly look at instead of strapping our own employees that really don't have the time to give to organize Prairie Family Days and to organize all these things, maybe a special events coordinator. And if his or her salary could be paid for by what she can produce that's a plus, plus it would give us a whole lot of exposure and a whole lot of revenue to Kenosha County and tourism in this area.

I'm a part of these functions, and it's the same people that do this every year. They have a hard enough time running their own departments let alone giving the extra time to Prairie Family Days and to all the other events we have out there. And I think maybe we can do a little bit better attendance-wise and financially for everybody if we have somebody specifically dedicated to special events. It's just a thought. I'm not recommending we talk about it tonight. We have budget hearings coming up where we can discuss it.

Mike Pollocoff:

I just want to say I agree with you. We've tried to fund that position or have somebody pick up that. It's not that it's been a failure, but Dennis has been our crutch because he's our special events coordinator to get things put together for a lot of things, and he's done a really good job at it. I've seen the work he's done now for a number of years, and the community is really lucky to have somebody that is dedicated getting this thing done. He works to find a way to make

Village Board Meeting
September 4, 2012

something happen rather than find a way to make you do something. Usually it's a cooperative process, and that's to his credit. We get a lot of things done.

Some of the things are really subtle. We have an event here and it's like for a week or two afterwards my Google alerts just light up with comments about Pleasant Prairie all over the country saying how nice the place is, the things that they like about it, the things they did while they were here. I mean it's the kind of press that you'd pay a lot of money to get normally, and we have people out there saying it for us. That spins off all over the place. Tom and I were talking to somebody who is looking to move a business here, and without prompting he was telling us everything that he heard about the RecPlex and Prairie Springs Park and the things that go on in the Village. We didn't even give him any propaganda and he was giving us that information back. So it makes our job easier when we're trying to convince somebody to relocate their business here.

Because we're competing with everybody based on price, what the community has, how much it costs to live here. But if you have something that really improves the quality of life and they perceive it even before you start talking about it, that means everything. A lot of times that's the difference between us getting somebody to locate to this community and not. And I credit Dennis, and he's got a really good staff that we just keep pushing and pushing and working this thing every year, and every year it gets a little better and we get it more refined. The more we do the more people who find out about the venue here and what they could do with it, and it just gets better. As that becomes an important, and it is already an important economic driver in the community, that's something we want to look at. If you can bring \$400,000 to this community in March, and usually you can't get anybody at all to come here in March, and we actually have people coming here spending money that wouldn't have been spent here normally. That's nothing to sneeze at, especially if they like it and they come back again. It's something that really bears some consideration.

[Inaudible]

Mike Pollocoff:

Well, it does on Monday.

Dennis DuChene:

I guess on that note, too, is we brought a new person on staff that is actively trying to develop events as well as sporting events which is something new over the past three months. So on our side we're trying to reach out and develop more as well. The other thing is, I mean the key for us is when I started we had a staff of five. I think we're up to ten now. You really have to find the community partner that's willing to do most of the work, to recruit the volunteer that wants to work really hard for four days, but at the end of four days it's a nice fundraiser for their organization so they can fund their operations. It's continually trying to find those partnerships that really make it work for us. Regarding Prairie Family Days I think we have some ideas. And if things shake out the right way I think we have a group that could partner with Prairie Family Days and really help drive traffic and take some of the burden off you.

Village Board Meeting
September 4, 2012

Michael Serpe:

Summertime triathlons, Prairie Family Days, and in wintertime you have the IcePlex. It's a year round facility, the whole park. It's very unique.

Dennis DuChene:

But a lot of the user groups like the skating clubs they're working on developing events. And they're relatively young, but they have a few different events, they're trying to go out and bid on U.S. figure skating events. Regarding the IcePlex things are going to come, and they've done a tremendous job out there. Jane and Katie and the Cutting Edge figure skating club they've done a great job over the years to grow figure skating. Brian has done a great job with the hockey program and the Rampage. They were on the brink, and they were able to come back, and they're going to bring a showcase in in October, a four day event with 16 teams. Those groups are the ones that really make the things happen and they benefit. And when they benefit I guess everybody else does because they need a place to practice. Usually there's a [inaudible] involved with that.

John Steinbrink:

Thank you, Dennis. I had the opportunity to serve on the tourism committee at the State and the Governor's appointee to the Tourism Council and travel around the State and you see what different communities do. You're one of those exceptional people. You not only are the head of tourism here, but you actually work as hard as anybody I've ever seen at tourism. That's why they say he doesn't just talk the talk, he walks the walk. He has to get out there before the sun comes up in the morning and stand up with the rest of the volunteers.

Dennis DuChene:

I'm not out there by myself. Really there's a lot of great people that we work with, and we are very fortunate to live in the communities we live in.

John Steinbrink:

And nothing's better for us than an unpaid volunteer. It's the best. Thank you, Dennis.

Dennis DuChene:

Thank you.

Clyde Allen:

Make a motion to receive and file.

Village Board Meeting
September 4, 2012

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Clyde, second by Steve to receive and file.

ALLEN MOVED TO RECEIVE AND FILE THE KENOSHA AREA CONVENTION & VISITORS BUREAU'S 2011 ANNUAL REPORT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

- B. Consider approval of deed restrictions to finalize the land transfer to the Kenosha/Racine Land Trust of approximately 28 acres of land generally located on the 102th Avenue (East Frontage Road) north of STH 165 owned by the Village Community Development Authority.**

Jean Werbie-Harris:

Mr. President, the Village's Community Development Authority along with the Village Board had previously adopted resolutions in support of the transfer of the acreage shown on the slide. It's approximately 28 acres of land generally located on 120th Avenue, not 102nd, but 120th Avenue, the east frontage road north of 165. It's that area in the light green area. It's actually an outlot 1 that was created as part of a certified survey map. The Village's CDA still owns the lot 1 area just to the west of this particular area. The CDA actually granted an easement access back to the rear of this property.

The intent is that this land would be transferred from the Village to the Kenosha/Racine Land Trust to be included as part of their holdings and to be used as part of a matching opportunity for some grants that they have applied for and have received from the federal government in order to purchase some additional lands within the Des Plaines River watershed. This is actually a prairie and oak savannah remnant area. It has a lot of floodplain and wetland on the property. Most of it's actually wetland and floodplain. So it's a conservation area that they would like to see preserved and protected. And, again, the more areas that get acquired for this purpose the more they can use them as matching opportunities for additional grants through the DNR and through the federal government.

Specifically, the deed restrictions you have in front of you were put together by Tim Geraghty and myself to ensure that the property will be retained forever as an undisturbed natural scenic area with open space and to prevent the use of the property for any type of urban purpose. And it will continue to promote the conservation values adjacent to the Des Plaines River. So we are intending to transfer this property with this deed restriction placed on the property. Basically it will not allow for any commercial activity, for any structures to be built, any subdivision of the property. They intend to not allow for any plowing or digging or dredging on the property, no mining. It cannot be considered for any type of dumping or placement of any type of product.

Village Board Meeting
September 4, 2012

It's not intended for any type of residential development. Again, more or less just to be kept in a conservation open space preservation area.

The deed restriction does talk about some of the Village's reserved rights including the potential for a sign if we wanted to advertise this as being a recreational educational area or if we wanted to say anything about no trespassing or no hunting on this property. It specifically identifies some rights of the land trust as well. Again, the right of entry to the property is from an access easement, a temporary easement, that's been granted through lot 1 to outlot 1. The intent is that when and if lot 1 develops that they will possibly come up with a mutually agreeable secondary or different access means to get back to this property.

They, meaning the Land Trust, will monitor and manage this property. The other thing I wanted to mention is that the Village agrees that the property shall be considered for property tax exemptions as the Kenosha/Racine Land Trust is a tax exempt entity. And if applicable no property tax shall be due from the Land Trust insofar as the Land Trust and the property remain in compliance with Wisconsin's statutory property tax exemption requirements that was provided by Rocco.

With respect to any other questions that the Board may have with respect to the deed restrictions I'd be happy to answer them. We did work directly with the Kenosha/Racine Land Trust and their attorney in putting these deed restrictions together. The staff recommends approval of the deed restrictions as presented.

Monica Yuhas:

Jean, are there currently any fences on the property?

Jean Werbie-Harris:

Not to my knowledge.

Mike Pollocoff:

I believe there is a fence between the WisPark property, albeit not a – it's an old farm fence.

John Steinbrink:

There's probably some old fences out there, but there's probably very little left. If you look down, you might find a steel stake or a remnant of a post.

Jean Werbie-Harris:

We didn't walk the property for them. They walked the property, and we had people walk it to do the wetland and floodplain delineation work, but I didn't walk through the entire property to identify anything.

Village Board Meeting
September 4, 2012

Monica Yuhas:

Thank you. I'll make a motion to approve the deed restrictions and finalize the land transfer to the Kenosha/Racine Land Trust.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

YUHAS MOVED TO APPROVE THE DEED RESTRICTIONS TO FINALIZE THE LAND TRANSFER TO THE KENOSHA/RACINE LAND TRUST OF APPROXIMATELY 28 ACRES OF LAND GENERALLY LOCATED ON THE 102TH AVENUE (EAST FRONTAGE ROAD) NORTH OF STH 165 OWNED BY THE VILLAGE COMMUNITY DEVELOPMENT AUTHORITY; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

C. Consider Resolution #12-29 relating to the discontinuance of a portion of 115th Street at 18th Avenue just north of 116th Street.

Jean Werbie-Harris:

Mr. President and members of the Board, Resolution 12-29 relates to the request of Kenosha banks for the discontinuance of 115th Street at 18th Avenue. This is the dead ended street that was actually a right of way that was platted as part of the King's Cove final plat. No public improvements were constructed in this right of way. There were no roadway or underground improvements. But it was one of those areas that if and when land to the west of 18th Avenue would ever develop, then that landowner to the west was going to put in the public improvements. What we've learned after completion of some recent floodplain studies is that the floodplain area actually comes up around and comes up right up to this area of 115th Street. So it's unlikely ever that 115th would ever be extended west from 18th Avenue.

So the purpose of this resolution is to initiate the discontinuance of this roadway right of way that was never constructed. And as part of the future development of the King's Cove subdivision, the banks are looking to then adjust the lot lines and make the lots on the west side of 18th Avenue wider and to do some additional grading work to make sure that there is no floodplain that encroaches onto these lots and they continue to be buildable for homes at this location.

So the purpose of this resolution then is to initiate the discontinuance of 115th Street at 18th Avenue. The Village Plan Commission will review the legal description, the plat of survey, and they will forward a recommendation regarding the discontinuance to the Village Board. The public hearing to consider the discontinuance shall be set before the Village Board not less than 40 days after the passage of this resolution. Therefore, the staff is recommending that with the

Village Board Meeting
September 4, 2012

approval of this resolution that the Board set a public hearing on October 15, 2012 to consider the discontinuance of 115th Street.

Michael Serpe:

Move approval of Resolution 12-29 and set it for public hearing.

Monica Yuhas:

Second.

John Steinbrink:

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

SERPE MOVED TO ADOPT RESOLUTION #12-29 RELATING TO THE DISCONTINUANCE OF A PORTION OF 115TH STREET AT 18TH AVENUE JUST NORTH OF 116TH STREET; SECONDED BY YUHAS; MOTION CARRIED 5-0.

D. Consider Resolution 12-28 relating to amendments of the 2012 budget.

Kathy Goessl:

Mr. President, I have five budget amendments that need to be approved through the Board. The Board needs to approve any budget amendment that requests to move dollars between departments' revenue and expenses or between two different department's budgets. Of the five I have four then that are moving between revenue and expense. Therefore, their revenue is going up. For example, the Police Department has increased grants, so they usually grant money for overtime and also for some minor equipment. Another one was to do with looking at hiring a parking enforcement officer, therefore the costs there would be increased but offset by parking revenue.

And then we had another one with the Fire Department where they are collecting more money in sprinkler and fire alarm installations. But they also had an increase in expense for the consultant or contractor that reviews those. As well as they also sold more Knox boxes but they also had to buy the Knox boxes.

And then the last and final one between revenue and expense is with the municipal courts. They have increased their enforcement efforts. Therefore, our actual jail fees have gone up. We have more people that are serving jail time for their municipal citations. So we're looking at a \$5,000 increase in those fees, but the court has more than increased the revenue this year to offset those through the tax refund intercept program. So those fall into that category of between department revenues and expenses.

And the last one I have is between two department's expenses. We initially budgeted some software for the Police Department called Pre Phoenix. Their maintenance agreement in the IT

Village Board Meeting
September 4, 2012

budget where the majority of our software maintenance agreements are budgeted for. But to take advantage of the road aids which uses the police expenditures in it, the best place to post that to receive more road grants is in the police budget. So we're moving \$28,838 from the IT budget to the police budget. So I recommend approval of all these budget amendments that I have listed here and that are attached to your documents.

Clyde Allen:

Thank you, Kathy. All these budget amendments are budget neutral.

Kathy Goessl:

Yes, they are. The budget in total will remain the same.

Clyde Allen:

With that I'd like to make a motion to approve.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike for adoption of Resolution 12-28. Any further discussion?

ALLEN MOVED TO ADOPT RESOLUTION 12-28 RELATING TO AMENDMENTS OF THE 2012 BUDGET; SECONDED BY SERPE; MOTION CARRIED 5-0.

E. Consider Ordinance #12-30 to amend Chapter 305 of the Municipal Code relating to concrete driveways.

John Steinbrink, Jr.:

Mr. President and members of the Board. the Public Works Department is requesting revision to Ordinance 305-6, concrete driveways, to clarify specific limits regarding concrete driveway approach, construction and connecting to rural profile streets. Our existing ordinance in a nutshell reads that you cannot have any concrete in a rural cross-section from the edge of pavement to the right of way. And that was kind of an arbitrary line that was set. It was an easy line to find because everybody should know where the property pins are, and so you can have concrete from the right of way to the house, asphalt from the right of way line up to the roadway.

The reason we don't want residents to have concrete all the way up to the roadway is that in the wintertime it's going to shift or heave at a different elevation and so it can be caught by snowplows. And so we thought at the time we'll bump it all the way back to the right of way.

Village Board Meeting
September 4, 2012

But then there are a lot of people that have a very short setback so then they have a very small piece of concrete up against their garage and a large chunk of asphalt throughout there.

And so realistically staff went down to review this, and if we allow residents to have asphalt from the road edge to five feet behind the driveway culvert, and we use the five feet behind the driveway culvert because the Village is responsible for doing the maintenance even though the residents pay for it, responsible for changing those culverts out then we don't have to go through and deal with the issues of the snowplow hitting the concrete. And any time that we change out any culverts we don't have to bear the expense to go through and tear out the concrete and replace it because you'll never really get that concrete back to how it was.

And so we have had a lot of requests from residents to have concrete a little bit further out from the right of way. And so by allowing them to have concrete from their property where their house is up until five foot past the driveway is a happy compromise that staff is with. So we can answer any questions that you may have with that.

Steve Kumorkiewicz:

I have a question, John. Normally in the subdivisions, these are the old ones, the setback in the front is 30 feet to the property line, right? From the foundation to the right of way is 30 feet.

John Steinbrink, Jr.:

Yes.

Steve Kumorkiewicz:

So we have 15 or 20 feet to the street from there. So, for example, in the case of my property it should be five feet from the center of the culvert back?

John Steinbrink, Jr.:

Right, towards your house has to be asphalt.

Steve Kumorkiewicz:

So regardless if that's 30 feet or 40 feet?

John Steinbrink, Jr.:

Correct.

Steve Kumorkiewicz:

Okay, thank you.

Village Board Meeting
September 4, 2012

Monica Yuhas:

Motion to approve Ordinance 12-30.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

YUHAS MOVED TO ADOPT ORDINANCE #12-30 TO AMEND CHAPTER 305 OF THE MUNICIPAL CODE RELATING TO CONCRETE DRIVEWAYS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

F. Consider Ordinance #12-31 to amend Chapter 250-3 relating to prohibition of hunting and/or trapping on Village-owned property.

Mike Pollocoff:

Mr. President, currently the Village ordinances prohibit discharge of firearms on Village lands, and there's regulations even on non-Village lands as to what type of guns can be used. Really what we're looking to do here is people can carry a weapon, concealed or not, onto Village property and into a Village park. But where we have a problem with is taking open space lands that the Village has and permitting hunting in those areas. Really we're not staffed at all to be able to manage that and control who goes in there to hunt, other people go in there to hike or do whatever.

And until such time as the Village is able to safely manage hunting or trapping activities on Village properties, and I'm thinking of things like the Des Plaines River Watershed, all that area in there, is to prohibit that. Right now the Village ordinance does exclude hunting and trapping in Prairie Springs Park alone, and then after that it gives me, the Administrator, the sole authority to determine how that land is used or operated. And I think we're probably better off in making that more specific rather than just at my discretion. And I'm recommending that we cull out that hunting and trapping is prohibited on all Village-owned property and go from there. Like I say, I'm not infringing on anybody's rights to carry their guns wherever they want to carry them. But if we're going to allow hunting to occur as an activity and not be able to secure the site for people who would wander into an open area I think that's a problem that I'm concerned about. Some of these areas where this occurs are adjacent to urban areas, urban activities and parks.

Steve Kumorkiewicz:

I agree with you on this. I make a motion to adopt Ordinance 12-31.

Village Board Meeting
September 4, 2012

Clyde Allen:

Second.

John Steinbrink:

Motion by Steve, second by Clyde for adoption of Ordinance 12-31. Further discussion?

KUMORKIEWICZ MOVED TO ADOPT ORDINANCE #12-31 TO AMEND CHAPTER 250-3 RELATING TO PROHIBITION OF HUNTING AND/OR TRAPPING ON VILLAGE-OWNED PROPERTY; SECONDED BY ALLEN; MOTION CARRIED 5-0.

G. Consider the request of Radigan's Restaurant, 11712 Sheridan Road, to temporarily extend its liquor license premise for a private event on October 5, 2012.

Jane Romanowski:

Mr. President and Board members, as you can see from the request the long-time chef at Radigan's son is getting married, and Mary Radigan contacted me a couple weeks ago and asked if it would be possible, since they're expecting 150 people and the restaurant is going to be a little crowded, if they could extend their license to a tent in the back area. We discussed it, and as the memo says back in April of 2010 we had this long-standing provision in the liquor license ordinance for establishments to apply for an outdoor extension.

And back at that time the ordinance was old. We went how many years, from '96 to 2010 without issuing one. And the more we started looking at it we thought it was better to repeal it at that time and then take these on a case-by-case basis. And also we tightened up the premise descriptions on the liquor licenses making sure that they were defined, not just if the area was contiguous and it was right next to the building and then it might have been older building that's had this for a long time and they're grandfathered in. So we kind of looked at a few things back in 2010.

So I spoke with Mary about this and I kind of looked at our ordinances, and she discussed it with me. It will be a private party which is going to be closed to the public. It's going to be a temporary extension from noon to midnight in that area of the tent, not all over the parking lot. And, of course, their other license that's currently in effect will be valid. So it's basically allowing her, the Board has the authority to allow the premise for the license to be extended temporarily. So October 5th a wedding, Friday night.- going to be closed for a private party 12 hours actually. The wedding is not going to start until later in the afternoon, but the license is for the liquor to be stored, consume, served or sold. So they're going to be setting up.

I don't see a problem with this. I spoke with Mike about it. You have the authority to approve this or not approve it. And I think for this instance since it's a private party I would recommend approval. And Mary has been very cooperative in everything we've talked about.

Village Board Meeting
September 4, 2012

Michael Serpe:

Any outside entertainment going on here?

Jane Romanowski:

She did indicate there would probably be a DJ, and that doesn't fall under any of our licenses. That's no different than if somebody had a graduation party in their backyard, and she knows quiet time is ten o'clock. So we talked about that today, too. But it does not fall under the liquor license. But she's well aware of what the regulations are. And, again, it's a private party so I would recommend approval for something like this.

Michael Serpe:

I would concur with that. I move approval.

Clyde Allen:

Second.

John Steinbrink:

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

SERPE MOVED TO CONCUR WITH STAFF'S RECOMMENDATION AND APPROVE THE REQUEST OF RADIGAN'S RESTAURANT, 11712 SHERIDAN ROAD, TO TEMPORARILY EXTEND ITS LIQUOR LICENSE PREMISE FOR A PRIVATE EVENT ON OCTOBER 5, 2012; SECONDED BY ALLEN; MOTION CARRIED 5-0.

H. Consider Operator License applications on file.

Jane Romanowski:

There are two of them tonight I believe, Meghan LaForge and Jonathan Melcher. Recommend approval of both of them. The checks went through the Police Department and Police Chief Mogensen signed off on them.

Clyde Allen:

Motion to approve.

Steve Kumorkiewicz:

Second.

Village Board Meeting
September 4, 2012

John Steinbrink:

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

ALLEN MOVED TO APPROVE OPERATOR LICENSES THROUGH JUNE 30, 2014 FOR MEGHAN LAFORGE AND JONATHAN MELCHER; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

9. VILLAGE BOARD COMMENTS

John Steinbrink:

Triathlon just ended. Congratulations Dennis, congratulations to all the volunteers, the staff out at the RecPlex. Everybody did a great job and the weather cooperated. The rain held off until the end. You can't get any better than that. There were a few little changes that people viewed differently but I think it went pretty well. We've already set our trick or treating hours so we're ahead of time here.

10. CONSIDER ENTERING INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(G) WIS. STATS. TO CONFER WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED.

ALLEN MOVED TO ENTER INTO EXECUTIVE SESSION AS NOTICED; SECONDED BY SERPE; ROLL CALL VOTE – SERPE – YES; ALLEN – YES; KUMORKIEWICZ – YUHAS – YES; STEINBRINK – YES; MOTION CARRIED 5-0.

John Steinbrink:

Yes. Motion carries. Also, the Board will return to open session for the purpose of adjournment only. No other business will be conducted or acted upon.

11. RETURN TO OPEN SESSION FOR ADJOURNMENT.

After discussion was held in closed session, **ALLEN MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY SERPE; MOTION CARRIED AND MEETING ADJOURNED AT 7:00 P.M.**

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
September 17, 2012
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, September 17, 2012. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz and Clyde Allen. Mike Serpe was excused. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Doug McElmury, Fire and Rescue Chief; Mike Spence, Village Engineer; and Vesna Savic, Secretary. Seven citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - AUGUST 30, 2012**

KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE AUGUST 30, 2012 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY ALLEN; MOTION CARRIED 4-0.

5. PUBLIC HEARING

- A. Consider Resolution #12-30 to approve the discontinuance of a portion of 120th Avenue (West Frontage Road) north of 104th Street.**

8. NEW BUSINESS

- C. Consider approval of a Certified Survey Map for KABA Development LLC, owner, to dedicate a portion of 120th Avenue (West Frontage Road) north of 104th Street which was relocated as a part of the IH-94 reconstruction.**

Jean Werbie-Harris:

Mr. President and members of the Board and the audience, there are two items before you this evening, Resolution 12-30 to approve the discontinuance of 120th Avenue, the West Frontage Road, north of 104th Street. And the second item is a certified survey map to dedicate the right of way where the new 120th Avenue is located in the Village. Separate action is needed.

On August 6, 2012, the Village Board approved Resolution 12-24 to initiate the discontinuance of a portion of 120th Avenue, the West Frontage Road right-of-way, north of 140th Street which had been designated as a public right-of-way. This portion of 120th Avenue had been reconstructed as part of the I-94 reconstruction project, and the existing right-of-way is no longer required for roadway purposes. As you can see, the old right-of-way is designated with the yellow arrow, and the new right-of-way is with the white arrow on just the northern right-of-way for the new right-of-way on the overhead. Specifically there is existing sanitary sewer and water that's located in the existing right-of-way which needs to remain, and the Village is requiring that an existing sanitary sewer and water easement be placed in that particular area.

On August 24, 2012 all required property owners were notified via regular mail and a required class 3 notice was published in the *Kenosha News* on August 27, September 3 and September 10th in order to notify the public of the public hearing which is this evening on September 17th. The land on both sides of the proposed street discontinuance is owned by KABA Development LLC. Therefore, upon the vacation of this portion of 120th Avenue the land will go to the landowners on either side.

Specifically, the Village also sent this discontinuance to the State of Wisconsin, the Secretary of the Department of Transportation, and we did receive this afternoon concurrence and approval from the Secretary for the vacation or discontinuance of this portion of 120th Avenue with the understanding that the recently reconstruction 120th Avenue would be dedicated as part of the certified survey map to the Village and subsequently transferred to the Wisconsin Department of Transportation. With that I'd like to continue the public hearing.

John Steinbrink:

This being a public hearing I'll open it up to public comment or question. We ask that you use the microphone and give us your name and address for the record. Anybody wishing to speak on this item? Anybody wishing to speak on Item A, Resolution 12-30? Hearing none, I'll close the public hearing and open it up to Board comment or question.

Monica Yuhas:

Jean, when a road is discontinued is the asphalt cement removed and it's filled in, or does it just stay in the condition it's in now?

Jean Werbie-Harris:

Typically the right-of-way pavement or the street pavement is removed. I don't know that we've had any specific discussions regarding the timing for the removal of that asphalt pavement.

Mike Pollocoff:

It's part of the TIF project plan. So we'd be looking, in fact, this next summer to go in and remove that and regrade it.

Monica Yuhas:

Thank you.

KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #12-30 - RESOLUTION TO APPROVE THE DISCONTINUANCE OF A PORTION OF 120TH AVENUE (WEST FRONTAGE ROAD) NORTH OF 104TH STREET; SECONDED BY YUHAS; MOTION CARRIED 4-0.

John Steinbrink:

That brings us to Item C, the certified survey map.

Jean Werbie-Harris:

The staff and the Village Plan Commission are recommending approval of the certified survey map for the KABA Development LLC property in order to dedicate a portion of 120th Avenue, the West Frontage Road. Again, this work was completed last year for the reconstruction of the West Frontage Road during the I-94 project, and the right-of-way we're looking for that to be dedicated as a dedicated public street as part of the certified survey map.

There are two lots on either side, Lot 1 which is 10.69 acres and Lot 2 which is 29.48 acres. And, again, as part of this CSM there will be an easement that is recorded that identifies the existing sanitary sewer and water infrastructure on the particular property. In addition, a couple of the other items that are shown on the certified survey map there is a 100-year floodplain, and there are wetlands that have been designated. And there's dedication and easement language on the certified survey map that reflects those environmental areas. Staff recommends approval as presented.

KUMORKIEWICZ MOVED FOR ADOPTION OF A CERTIFIED SURVEY MAP FOR KABA DEVELOPMENT LLC, OWNER, TO DEDICATE A PORTION OF 120TH AVENUE (WEST FRONTAGE ROAD) NORTH OF 104TH STREET WHICH WAS RELOCATED AS A PART OF THE IH-94 RECONSTRUCTION ; SECONDED BY ALLEN; MOTION CARRIED 4-0.

6. CITIZEN COMMENTS

Richard Stever:

My name is Richard Stever. I live in the vicinity of 48th Avenue and 76th Street in the vicinity of Becker Park. Back a few years ago we had some problems there. The park across the street from us is accessible where people can use this park to park their vehicles like a storage area. Secondly, about a year and a half ago we had a new tenant move into the house next to us, and we had a lot of trouble with cars, vehicles being parked in the area at night, sometimes as many as 14 or 15 cars parked there all night. They would fill up the road on both sides of 76th and park up on 49th. And they also parked on 48th in front of our house. We contacted the Pleasant Prairie, and they came out and installed some dusk to dawn parking signs which have solved the problem.

There's been people in the area that thought the signs should be put all the way around the park, but I don't see any problem on the other side of the park. The only problem that we've ever had is right in the area of 48th and 49th on 76th Street. I guess there's some thought going about making some changes to that, and that's the reason why we're here. We received this letter sometime last week. So basically that's all I've got to say.

John Steinbrink:

Thank you, Mr. Stever. Anybody else wishing to speak under citizens' comments? Yes, sir? Once again, we ask that you give us your name and address for the record.

Nick Alfano:

Nick Alfano, 4849 76th Street.

Kelly Alfano:

And I'm Kelly Alfano at same address.

Nick Alfano:

I'd just like to address one of the comments Mr. Sever just mentioned about his neighbor next door and 14 to 15 cars. I don't think in the 12 or 13 years I've been living in this location that I've ever seen anywhere near 12 or 13 cars parked in front of his property or anywhere near his property. So I'd like to say I feel that's a gross exaggeration of anything that he's ever experienced.

Kelly Alfano:

The thing that I have a question about is I'm looking at the resolution here, the 12-31, and it says nothing about storage areas. It's all about safety about some trees. Can you address that? They're more concerned about the trees coming down and people running out and that's why they're going to put the signs up? That's what it says in here.

Mike Pollocoff:

If I may, Mr. President.

John Steinbrink:

Go ahead.

Mike Pollocoff:

That's items that we're going to talk about under that agenda item. This is citizens' comments, and we really can't go back and forth. Make whatever comments you want.

Kelly Alfano:

Can we talk afterwards?

Mike Pollocoff:

If the Board wants to open up that item.

John Steinbrink:

Sure.

Mike Pollocoff:

But citizens' comments is typically just generic for any issues.

Kelly Alfano:

This is my first time here so [inaudible].

Nick Alfano:

The other thing about those no parking signs, they were put up without any discussion or knowledge to the neighborhood before they were put up. When the person involved complained about it and one person was able to get signs put up for the last four years without any type of discussion like this. On top of which the other day I had a party for my son, and some said people the minute the sun went down called the police department to come and try to give some of my family members tickets because they were parked and that's the only place they had to park. So this gives them an opportunity to harass the neighbors because they have these parking signs here.

Kelly Alfano:

And it's kind of strange that you have parking in just front of three houses, and the rest of the park we do have trees around there which you're going to talk about later. It also says in this letter that by keeping the signs it would better serve – I'm sorry. Anyhow it says it would help out some other neighbors who are complaining. And I don't know if letters were sent to everybody.

John Steinbrink:

If you're going to ask questions we might open this up during the item then to talk. Because under citizens' comments we really can't respond to you on that. It's just the way it's structured. It's not us, it's the big forces up above.

Nick Alfano:

I understand. Thank you.

John Steinbrink:

Alright, thank you. Anyone else wishing to speak on citizens' comments other than what's going to be coming up under Item A? Hearing none, I will close citizens' comments.

7. ADMINISTRATOR'S REPORT

Mike Pollocoff:

Nothing tonight, Mr. President.

8. NEW BUSINESS

A. Consider Resolution 12-31 restricting vehicular parking along 76th Street in the vicinity of Becker Park between 48th and 49th Avenues.

Mike Pollocoff:

Mr. President, as has been indicated by citizens that already spoke here, there's been an ongoing issue among neighbors, not all neighbors, but neighbors in the vicinity of Becker Park at 48th Avenue and 76th Street. We have over the years tried to find a way to make this work. Sometimes it's been from a standpoint of complaints to the police department, complaints among neighbors, complaints to public works, complaints to the parks department. We've had garbage collection complaints. We've had garbage in the park complaints. We've spent a significant amount of Village resources dealing with one issue or another over there. The last thing we had done over there is we identified a no parking zone.

Mr. Alfano has requested in a meeting I had with him individually out there that he be provided with some space to park one of his vehicles on the north side of 76th Street because he's got the same amount of cars anybody else has, but he also has a handicapped son who has a special pickup. So we made an effort to accommodate that need so that that parking could take place.

Over this last summer there was a pickup truck with a snowplow parked there to the point there was grass and weeds growing up through the plow. It was being used as a storage spot for the vehicle. Right now under the Village ordinances we have an ordinance that if we enforced it would be requiring people to move their vehicles every night on the streets similar to what the City does. The Village Board for quite a while decided not to do that, and it's really meant to be a wintertime ordinance, not year round.

So staff stepped back, took a look at where we were with this and what some of our initial concerns were irrespective of this. As Ms. Alfano started to indicate, and I would like the Board to release authority to the citizens for any questions they have after I make my comments, but what I felt the key interest in this area was and from my perspective the Village is best served to protect the public health and welfare of children using the park. I know there's some neighborhood issues that go on there, and I think that using the parking ordinance as a way to deal with those is not productive.

There is, when we look at it with the staff, an issue, and if you look at this picture here you've got that one sign and you have the trees over there. Then you also have the car parked there. There's probably more than enough ample opportunity for children or anybody to run out from the trees, passed the parked cars and a vehicle not being able to see them in time on that street. The speed limit is such that they shouldn't be going that fast, but as a matter of fact unless we have a police car parked there all day long people do tend to speed.

What I'm attempting to do with this ordinance, and that's the most critical on there, I think that there are trees that circle the park but there's not a backstop where kids are going to be congregated all around the park. And the other trees that are farther north are maples, oaks, I think there's a couple of elms in there, they don't block the vision the way the evergreens do. So my recommendation is that this segment of land be signed for no parking from dusk to dawn. So while the park is in use there would be no parking in that one section by the ballfield. The rest of the park I'm recommending that we keep it open.

If we restrict parking all around the park, that means people who are using the park are going to be parking on the sides where the houses are. And if you look at the plat for this park some of those lots are just not that big. So by the time they put a car or two in their driveway they might have 75 feet in front of their house to park cars. In some neighborhoods where we have larger lots and bigger streets that might be suitable.

I think using the dusk to dawn restrictions would provide the maximum safety of the users in the park during that time. I think if people are worried about storage of vehicles those vehicles have to move every morning at dawn when the day starts. So I don't think you'd have the issue where we had people just storing their cars for months there and not moving them. But it would provide the safety of the ball park.

I guess the next possible idea is to say, well, the kids aren't playing ball in the winter, and that's true, but I think at some point we have to arrive at a manageable, reasonable situation that satisfies our responsibilities to protect the public health and welfare. In this case an area that we set aside for recreation and take care of that one area. The rest of it I'm not sure it's salient to the issue at hand.

Any other issues as far as multiple cars parking or a party or something that's getting out of hand those should be referred to the police department just like they are in every other subdivision or every other area. So I'm not doing this to be punitive, and I'm trying to find the process that takes care of I think what our most priority is in this area and our greatest exposure and that's the park recreation. Any other issues if it helps I think that's probably good. And I don't think restricting parking from dusk to dawn if people have come over for a party at night then there's still plenty of room on the other parts of the park or in front of peoples' properties or around the corner to be able to park their cars. With that, Mr. President, if you have any questions I'd be glad to answer them.

John Steinbrink:

Any questions for Mike?

Steve Kumorkiewicz:

We've got those signs by the lake, they can park over there by the park.

Mike Pollocoff:

Well, yeah, we do. All parks are closed from dusk to dawn anyway. So nobody should be in the park after. That's not to say it doesn't happen. Kids are going to go out there and neck or shoot the breeze while they're sitting on the swings or whatever. It always happens. But ideally all the parks are closed from dusk to dawn.

Tom Shircel:

Mike, just to clarify. I think a couple times you said that the signs right now say no parking dusk to dawn.

Mike Pollocoff:

It's dawn to dusk, yes.

Tom Shircel:

It's dawn to dusk. So the intent of this resolution is to change those signs to make it no parking from dawn to dusk to restrict daytime parking just for clarification.

Mike Pollocoff:

If there is nighttime parking, the cars have to move at dawn.

Mike Pollocoff:

Mr. President, before we start here, apparently on the system the resolution didn't load up on your machines so you don't see it. So if we could have a slight break while we get that done.

John Steinbrink:

Sure.

Mike Pollocoff:

Just a five minute recess.

John Steinbrink:

Alright, we're going to take a five minute recess while we update the computer.

[Recess]

John Steinbrink:

I'm going to call the meeting back to order. We're updated here. We now have the resolution in our computers. Okay, Mike, we were talking about the signs.

Mike Pollocoff:

The signs would be placed within that stretch. If you could it up, right there that yellow box, parking would be restricted within that area to read that parking would be restricted from dawn to dusk. That would be the only area in the park where we would restrict parking. People who park there at dark, at night, move the cars in the morning, or they could park anywhere else in the park. Anyplace else where you find people storing cars on public right of ways, then there's another ordinance that regulates people storing cars in the right of way.

John Steinbrink:

Okay, so this is for safety purposes because as we can see the visibility is hampered by the large pine trees there.

Mike Pollocoff:

I'm not recommending we take the trees down.

Steve Kumorkiewicz:

No way.

Mike Pollocoff:

That's where we're at. So that's the intent of this resolution. Typically we don't do a resolution for a parking ordinance, but since this area has been somewhat contentious I think in this situation we should make a policy statement and have it codified.

John Steinbrink:

Yes, sir, you had a question? You have to come forward and use the microphone and give us your name and address for the record.

Jeff Ewens:

Hi, my name is Jeff Ewens, and I live just down the block at 4913 76th Street. I have watched these pines grow. I was glad to see them planted there, but from a safety standpoint growing up as a kid where in our days we played a lot of ball, those trees should be trimmed up about six or eight feet. Leave the pines grow like they do up north, let the visibility be seen all the way down the park so you can see a car coming around that slight curve which is right in front of my house. There's a stop sign also. I think it would be a wise decision. I'm not sure about the signs and that there, but the visibility is terrible there.

Then just up the road at Cooper and 76th there's a house on the corner with trees right up to the corner. You almost have to stick your nose into traffic to see around it. That's been a concern of mine for many years watching all the kids. Right now it's soccer season. Every night probably starting any time there will be kids there. There will be a lot of moms and dads parked there, people playing on the swings. But those pine trees I think leave them there but trim the up. My neighbor next door was going to take down a couple big blue spruce. Her dad came down to help her out. Brand new neighbor in the neighborhood. I told her just trim them up so you can see your porch. You want to be able to see out. Why do you want to kill a 40 year old pine trees? It would look nicer, guys. Save the trees. I don't want to see any little kid come jumping out of there. I'm telling you, I've been there for 29 years in that park area.

John Steinbrink:

They can be like deer darting out from behind a bush or a tree and the same thing happens.

Jeff Ewens:

I know it. Yeah, it would look nice, too. One quick question, too. The park they put around all the swing sets and stuff like that, is there a way that they can raise that up with some clay or some dirt and then put the bark on there? It seems to me there's like that much of a drop in there.

Mike Pollocoff:

We're going to be taking all those playgrounds where we have the bark or the sawdust, which I think that's what we have in there, we are going to be building up and putting a rubberized like poured playground surface or blocks so that they're handicapped accessible. We need to change out some of our playground equipment so that all the playground equipment has options for kids with handicaps. So to do that we have to have a hard but soft surface. Then we have to have that surface come out to either the street or to a sidewalk. So we're starting throughout the next two years to rework all our parks where we have playgrounds.

Jeff Ewens:

That would be nice. That's all I have to say. But I think for safety issues I think it would be great and still look nice. Maybe they can put some bark around them there as well. It will be easier to cut around all the trees there if they do stuff like that for staff. That's about it. Thank you.

John Steinbrink:

Alright, thank you. Yes, sir, Mr. Alfano?

Nick Alfano:

I'd like to second what Jeff said and maybe expand on it a little bit. I think more of the consideration of the safety that we should be thinking about is the cars that are going down there, not so much the cars that are parked there. And if we do raise those trees up people will be able to see if somebody does run out from in between those trees. Instead of just saying if there's a car there that's not going to stop the traffic that flies through that park [inaudible].

As well if I could point out these three trees over here, this one and that one also are right down to the ground [inaudible]. So I think if we did trim them up six feet and do it to all of them it would help. It would also help the guys, like he said, cut the grass. Because when they cut it they don't ever get out and trim that. I go out and trim it every weekend because they miss trimming around those trees. They also don't clean out around that sewer. So we go out there a lot of times and clean the sewer out because the water backs up there and then gets into the road. So when they come out and cut they just go with the lawnmower around there and they leave the weeds and everything that are right up to the tree go high. I go out and trim that. And Jeff does the same down by his house. He trims up around the trees and takes care of a lot of that along that edge.

John Steinbrink:

Trees are a unique situation. Because one time you go into a neighborhood and there might be cottonwoods in there, and a lot of neighbors all come out to a meeting and say we need to cut those cottonwoods down. Our crew shows up and then the rest of the neighborhood comes out and says why are you cutting down these trees. So the same thing will come about when we trim trees. So I think we need a clear understanding of what the feeling in the neighborhood is.

Nick Alfano:

If you see what Jeff's neighbor did with their trees it looks fantastic. They trimmed them up about the height that he's talking about and it made all the difference in the world to the property. Before when you drove past the property you couldn't even tell there was a house there. It really looked back. And they trimmed it up about six or eight feet and it opened up the yard and it looks great. It really does. The trees look fantastic. The yard looks great. But the obstruction of view should really be our concern, not the parking. I don't think the parking is going to save anybody. And to that fact in the 13 years I've been there I don't think anybody's ever been hurt their either.

But I do know that things like this are allowed for citizens, one maybe two in particular to call because they have situations like this, I did a study one year I called the police department and asked for all the calls that had been made to that park. And I've got a record of them. It was astounding how many times police officers and the fire department were called out here but not one citations was ever issued. So that's telling me that people are calling the police department, the fire department, they're wasting taxpayers money for no good reason because if there was the police would issue tickets. Thank you.

John Steinbrink:

I guess we cannot deny that a car parked there does block visibility also to a child so we have to take that into account also. Mr. Stever?

Richard Stever:

I agree with Mr. Pollocoff on that parking being restricted on 76th between 48th and 49th during the day. I was sitting out on my front porch about two weeks ago when there was a little girl and boy soccer teams practicing out there. And it was the same situation you've got right now. There was a car parked right where that one is parked, and a little girl came running out in front of the

car cashing the ball when a car came along. He was lucky he saw her. Like Mr. Pollocoff said during the day when they're having their practice over there, if that street is left with no cars parked there it would be a lot safer.

John Steinbrink:

Once again just give us your name and address for the record.

Kelly Alfano:

Kelly Alfano, 4849 76th Street. On the bottom of this page in the Resolution 12-31, it says to better serve the neighboring residents' parking issues, how many letters were sent out if there's that many residents' parking issues? I'm just wondering was it sent to the whole street?

Mike Pollocoff:

We sent letters to the abutting neighbors, people who abutted the area that's going to be –

Kelly Alfano:

So can you tell me how many letters went out?

Mike Pollocoff:

Three.

Kelly Alfano:

Three, so me the other person and then the person who complains.

Mike Pollocoff:

And we were the other abutting property owner.

Kelly Alfano:

And Mr. Steinbrink said that we need to have a clear understanding of what the neighbors want with the trees and all that. Why can't we do that with everything? Why won't they [inaudible] and ask the public about parking, safety trees. Why don't we do that? [Inaudible]

Mike Pollocoff:

I think that's what I tried to address in my beginning comments. We take a look at the recreation use of the park and the way it's used and then its relationship to the street and parking and the vegetation was there. From my professional perspective and that from our park and rec people we think that the ballfield and corresponding soccer when that happens there, too, is most hazardous. So when I say better served for what that park is meant for, which is for recreation for anybody, but primarily it ends up being kids, we feel that the safety of the participants of the

programs is better served to restrict parking there because the trees are there. I really think the trees aside if you park cars along that side of the road during the time when the park is being used that part of the park is more hazardous than the other ones because the other parts of the park have more visibility. And even though there's trees they don't have the same obstruction as this one.

You also don't have as people are coming down 76th Street to the east you're looking east and you're having to look back to 76th on the north side as it winds around the park. I was trying to put all the other parking issues aside, not because they're not important to everybody, but just looking at our core mission in this area here is to make sure the park is safe.

Kelly Alfano:

That was my understanding of this resolution as well. And then to hear like storage and 14 to 15 people and parties and things, that's not going to help your parking at night.

John Steinbrink:

Okay, I'm sorry, I don't want a discussion going here.

Mike Pollocoff:

As I say those issues are secondary.

Kelly Alfano:

And for safety exactly what they said. I mean the trees trimmed up would be great I mean if that's what this meeting is for. But I'm kind of getting the feeling it's not for that.

Mike Pollocoff:

People can bring whatever they want to a meeting. That happens. I'm just saying from the Village's perspective this is what I'm recommending.

Kelly Alfano:

And from our neighborhood perspective would it be okay to send these letters to everybody around the parks as it probably kind of impacts a lot of the people. We do have parking on the other side as well [inaudible].

Mike Pollocoff:

Typically if we're going to do this the people that are directly impacted across the street or on the same side of the street if there was going to be no parking there those are the people we notify. People can bring all their friends and company to the meeting.

Kelly Alfano:

[Inaudible]

Mike Pollocoff:

Anybody who wants to come can come, but as far as the most important thing we need to do is really make sure that the people that are directly impacted if they're across the street or on that same side of the street they get notified.

Kelly Alfano:

Okay, alright. I thought if it was safety it would just be the whole neighborhood.

Mike Pollocoff:

If we were going to regulate the entire park in parking there we would have notified the entire neighborhood.

Kelly Alfano:

You should think about it on the other side of the park [inaudible]. Thank you.

John Steinbrink:

Any further comments or questions?

Greg Niles:

Greg Niles, 4811 76th Street. It's like he talked about my neighbor kid moving in a year and a half ago, he's been there for like four years so I don't know where he comes up – he don't even have a car when he's talking about 14 or 15 cars parked there.

John Steinbrink:

Okay, right now we're talking about the public safety of that area in the box there.

Greg Niles:

And the safety of that is, too, is when the plow trucks if you come by if you look the trees are almost to the road. They can't even get close to there so they've got to go around the trees. So they're actually leaving snow in the street. So if they were to take them down they could put it all down and then there would be vision for everybody and nobody would have to worry about parking. He's worried about parking being stored there. He said there's an ordinance that you've got to move it or something like that. He could come out and talk to the people that do it, and I'm sure that they would resolve it like they did before when he came out. He came out and talked to that because they were complaining about my trucks being parked by the park. He came out and we talked –

John Steinbrink:

Yours was the truck with the snowplow then?

Greg Niles:

No, I had a van that was parked there that they bitched about before. It was there, and I think you came out and one of your guys and we discussed and I moved the truck. And it's not that hard to do. People are not that evil and that. I'm sure that if somebody had a problem with that truck sitting there, it's Nick's truck, he would have done something about it. But if you take the trees up then the plows can go next to the street and plow it into the park instead of leaving it in the street. Because if you look at them close they're past the shoulder. And if they trim them up they could get in there. They knocked down a couple of the signs you put up last year with the plow because they're right on the edge.

So if you're talking safety if you just trim them up enough so the kids don't do it, people park in front of our houses there all the time when there's soccer. So that means they're taking away ten spots parking, that means they're going to be down further, so the kids are just going to be just running in between cars out in the street. So how are we solving this by taking the parking spots away? We come there when there the soccer in on that park is full. And I mean they're full in front of my house because that's in front of my house and Nick's house. If you take all this away where are they going to park? I mean see if you look at the trees that one tree that's in front of that car is out into the street almost and the plow goes around it. He doesn't get into the park with the snow. So the people that are driving have to go around this, and this just restricts the small street now. So I don't know how solving it – like Jeff said is trim them up and then the plow can get in there and everybody can go there. You don't have to worry about people running into the street because it's no different than any part around the park. Now you can have parking there. So if my grandkids are having a party at my house and they want to come to my house where do I park them?

Mike Pollocoff:

You park them in front of your house or any other place other than – and if it's at night they can park in the park.

Greg Niles:

During the day. My grandkids are three and four years old. It would be during the day. So why can't they park in front of my house?

Mike Pollocoff:

They can park on 48th, they could park on 76th where it's not regulated.

Greg Niles:

On some parts of 48th people complain about that, too. I mean there's a no win situation. The easiest situation would be to trim the trees and just leave the parking there. If there's a problem

about somebody parking there it's usually resolved. You've done it before. Steve has been there when you've done it. We've solved the problem. It went away. So I don't know why we have this big deal over two blocks of parking.

[Inaudible]

John Steinbrink:

Alright, you've got to come up to the front here.

Nick Alfano:

I routinely have to plow that because the plow guys can't get to that and widen the street enough. So I'll come and start down here and follow all the way along and clean up this whole shoulder. Otherwise what happens is the road gets so narrow in the wintertime that as people are coming down here they have to pull over and let the cars go by, then they come through, or they come whizzing past each other, and it gets to be pretty dangerous. So I agree that would also help that. Because this one tree does go all the way out to the pavement.

John Steinbrink:

Okay, I don't know about that statement because I've driven through there in the winter and it's pretty well plowed out.

Nick Alfano:

No, they do a great – don't get me wrong.

John Steinbrink:

I mean they maybe not plow it into the tree, they may push it ahead and then plow it over.

Nick Alfano:

They do a great job plowing our streets. I'm saying it's how close they can get and actually clean up the shoulder of the road becomes an issue.

John Steinbrink:

The shoulder is grass there. I look at that strip there.

Nick Alfano:

If you get into here [inaudible] this tree does come out in here. When it comes around it's hard to judge with that big plow how close you are to it, so they do –

John Steinbrink:

They can judge distance, don't worry. They're pretty good at it. Otherwise we'd have a lot of scraped up cars all over the Village. They know where the curbs are, they know where everything is. They're not amateurs.

Nick Alfano:

As I said they do do a fantastic job. Usually the roads are clean by the time we get up, but we do have to clean this up quite a bit. I do that quite often and that would help.

John Steinbrink:

Anybody else have questions? Alright. Board comments or questions?

Steve Kumorkiewicz:

We have been dealing with this problem for a long time [inaudible]. Any time I go around when there's nobody [inaudible] because you can remember last year or the year before we got a count for the cars that went by, the police have a counter [inaudible] speeding as they thought about. But this issue it seems to me that we have [inaudible]. When we think we've got the problem solved something else comes up. I don't know.

Monica Yuhas:

I'd like to say the one thing that I keep hearing over and over is safety, public safety, safety for the children. It's not so much about the parking as it is about the safety. And when you look at the size of these trees would it be beneficial to the Village to trim them up so there is visibility around the whole park?

Mike Pollocoff:

Well, we could trim them. There was a picture, there's a car right there. You figure that car might be five feet, four and a half feet tall, and if you trim those trees up you still have the issue of – in that part of the park with what's going on you have the cars parked there during the daytime you still have activity over there. My recommendation would be that still we sign that area for no parking from dawn to dusk. And we can take a look at trimming trees and then have a subsequent look at it later on to see if we think it helps. But I've got to be honest in my discussions with recreation, and I haven't really visited with the Police Chief about it, but they felt that that was a problem.

And as far as other trees to trim up, like I said, I'm not sure how many other evergreens we have that are in the park. We do have some large trees. We have some large maples and elms, but they don't create as much of an obstruction to view as the evergreens do. But I agree with Trustee Yuhas. When I put aside all the back and forth about parking issues and sit down and look at what's really important to us, the last time what was important to us was the safety of the park and we got sidetracked from other issues. What I'm trying to do is get us back onto the

main issue for parking safety for us is the safety for the recreation in the park in this particular area.

Now, when we do our compliance for handicapped playgrounds we may have to take a look at how we treat that access point to the playgrounds over there. We haven't laid that out yet, but we're going to have to get that done and take a look at it. Maybe that needs to be examined as well, but we're not there yet. I'm not aware that our public works crew has been that deficient in plowing or cutting the grass or maintaining the storm grates. So I'll be visiting with the public works director and visit with him to make sure that we're doing everything we need to do out there.

But I think in the first instance my recommendation is we adopt this resolution. That's not to say that we can't try to make things better there. That's really what it's all about to make it safer. But I'm not sure that raising it up and allowing the cars – back there you're still allowing the same obstruction from people entering the streets as there was before. Maybe they're not dodging between trees.

John Steinbrink:

Clyde?

Clyde Allen:

Thank you, Mr. President. I concur with the Village Administrator, Mr. Pollocoff. I agree with Trustee Yuhas. I'd like to see the thought and consideration given to trimming the trees up and see what that may do for it. And with that I'm going to make a motion to approve Resolution 12-31.

Steve Kumorkiewicz:

I'm going to second that.

John Steinbrink:

Motion by Clyde, second by Steve. Further discussion?

Steve Kumorkiewicz:

Yes, I think passing this resolution is the way to start something going on over there. And then we can come back later on and say, okay, it needs some work or whatever. Otherwise we're going to keep paring back and forth and we're going no place. Passing the resolution gives us a point to start. Just take a look at happens six months from now and then go from there. But we've got to start someplace.

Monica Yuhas:

And you bring up a good point, Trustee Kumorkiewicz, but I would like to see us start with the trees being trimmed because it's a lot easier to put signs in than to put them in and remove them if

it doesn't work. So why not start with something simple and it's cost effective and let's see how it works. It's going to give the people on the ground a chance to see what's coming and going. It's going to give the driver's more visibility. Why not start there?

Mike Pollocoff:

So you're saying trim trees before we put the signs up?

Monica Yuhas:

I'm not in favor of this ordinance. I will not be voting in favor of it tonight. My direction is that I would like to see staff go out there and trim these trees, and let's give it some time and see if the visibility does become better for not only the children, the parents, Village staff as well. And if not then we go to the signs. But I don't want to install signs and then remove signs and then go back to putting in signs. Why not just trim the trees and let's see what happens from there.

John Steinbrink:

I would like to check with public works, and also we have some tree people out there, Kevin and others, have them take a look at it in the parks and the problems it has. Maybe an option to trim the trees up, but I'd like to have their opinion first before they do it. And they'll give us an assessment on what they can do, how it's going to look, how it's either going to benefit them for mowing and plowing because they're the people working around there. And then they have a definite safety standard to it. But I think before we jump into it we should talk to these folks first and get their input into it. If you want to delay this for a couple weeks we'll have that input in here by them.

Monica Yuhas:

And I would like to see the whole park trimmed, not just this one area. If we're going to do it to make –

John Steinbrink:

Well, the problem is the pine trees.

Monica Yuhas:

The visibility there's pines all over the park. So let's look at all the pine trees.

John Steinbrink:

No, there's only a few pines around the park. The rest are hardwood around the edges. You pointed out on the other side, and then on this side there's one, two, three, four, five, you can see them there.

[Inaudible]

John Steinbrink:

I can't have a discussion from the back. I'm sorry. And we will talk to the parks people and the maintenance people and the highway people and get their input into this first before we change the signage. I shouldn't say that, we're going to take a vote on that. We'll discuss cutting the trees away and get the input to it.

Steve Kumorkiewicz:

Probably what I should do then is I withdraw the motion.

Clyde Allen:

With that if we're going to talk to parks or public works, I should say –

John Steinbrink:

Right, they've been brought into the discussion.

Clyde Allen:

Correct, with that I'll withdraw my motion to approve.

Mike Pollocoff:

So leave the parking situation the way it is now, regulate it from dusk to dawn until we come up with whatever answers we come up with.

John Steinbrink:

I think for safety purposes because the weather's still warm I'd like to see the temporary – and temporary signage isn't that hard. I believe they're screwed to wood posts what I saw there. So that we don't have something happen in the meantime and somebody will say to us, well, why didn't you do it. But until we get the tree situation and everything else I think we should change it for the safety of whatever is out there. The statement was made nothing has happened yet, but if it happens tomorrow and we talked about it we become negligent I believe. That's not to say we aren't going to change it and we aren't going to cut trees, but until we do that and make that decision I think we need to not only protect the Village but protect the children out there so we don't have that kind of mistake or accident. And what it takes is two screws and a post and they can do that with an impact in one minute or less.

Clyde Allen:

I understand safety is number one. And I understand we just brought public works into that position. The first question I have is, Mr. Pollocoff, will we become open for liability if something occurred in the next two weeks if we schedule this for October 1st?

Mike Pollocoff:

Well, the staff's recommendation is we control – given the existing situation that it is that we control parking during the daytime hours. Now, staff has the ability and the police department has the ability to modify signs as we see fit. We only bring them back to the board when we have to get a policy statement on where parking policies are in certain areas. I would concur with the Village President, we've evaluated this, we've evaluated the risk. The risk is during the daytime when it's being used. So until we make some other modifications I think changing out the signs to regulate it from dawn to dusk would be better. That would be minimal exposure to get that done. And then let parks evaluate doing the trees, discuss the deficiencies in public works' product that they've identified if they're not getting their job done out there, and then see where we are.

John Steinbrink:

We may get a statement from them saying that's a great idea, it would make our life a little easier. Mulch around the trees and it may look pretty nice. That's something we want to look at. But in the meantime we've talked about a liability here of something that could happen, and if it does happen and we talked about it I think we become negligent. We've talked about this in the past. So to protect the Village, the taxpayers and the park I say we change the signs now and we look at the trees and we make our decision then without exposing the Village to liability. I mean trimming trees up it may be a very positive thing. It may have a great look to it even, and it's going to help everybody in the long run. But until we do that, that period until we come back and meet again, we'll meet again in two weeks?

Mike Pollocoff:

We meet in three weeks.

John Steinbrink:

Three weeks. So whatever the next meeting date is we'll bring this back up. We'll have had the discussions with those involved. We have a guy on staff that knows all about trees and trimming them. It's not how your neighbor did it and he'll do it right. Not to say your neighbor didn't do it right, but it will be done and he'll understand the mulching part. And Mike says we're going to look at the park and the handicap issue and the changing it and the access there also. But in that short time I will make the motion that we change the signs for now but we go ahead with these other steps to bring it forward with public works and parks people and make that assessment and look at what it takes to do that and look at those five trees as far as trimming them up to make everything a safety factor more.

Clyde Allen:

To me it looks like it's four bolts, I mean eight bolts across four signs. It's nothing. And being the liability issue is just as important as the safety. And with that I will second that motion. I agree that we've opened ourselves up because of the liability. So we should change the signs and see what happens. I agree.

Steve Kumorkiewicz:

And we'll meet next meeting and discuss it.

John Steinbrink:

We will make the final decision on it. So with that motion and a second is there further discussion? Those in favor?

John Steinbrink:

Vote passes three to one. I want to thank you folks for coming. It seems to be a contentious issue in the neighborhood. I'm sorry for that. We're taking this action to protect the Village and the taxpayers right now. The suggestion of the trees I think was a good one. We're going to look at them, we're going to evaluate it. And until that change or decision is made this I believe will protect the Village liability-wise and it will protect the kids safety-wise. So I hope everybody can live with that for a few weeks, and we'll come back to visit this issue again since it's not going to go away. So thank you very much.

Monica Yuhas:

Mr. President, I say aye to the motion. I'm in favor of the ordinance with the liability issue.

John Steinbrink:

I'm sorry, motion passes four. Alright, I apologize there; it came a little late there. Is that corrected in the minutes then? Alright.

STEINBRINK MOVED TO HAVE THE SIGNS CHANGED TO NO PARKING DAWN TO DUSK AND BRING THIS ITEM BACK TO THE VILLAGE BOARD ON OCTOBER 1ST ; SECONDED BY ALLEN; MOTION CARRIED 4-0.

B. Consider renewal of the Class "A" Fermented Malt Beverage license for BP AM/PM located at 10477 120th Avenue.

Mike Pollocoff:

Mr. President, as you know this item was tabled by the Plan Commission, and the extension of the liquor license is associated with the conditional use being active for the station. They're going to be meeting on that October 15th. My recommendation is we move consideration of this item to the first meeting in November.

YUHAS MOVED TO APPROVE RENEWAL OF THE CLASS "A" FERMENTED MALT BEVERAGE LICENSE FOR BP AM/PM LOCATED AT 10477 120TH AVENUE UNIL THE NOVEMBER 5 2012 BOARD MEETING; SECONDED BY ALLEN; MOTION CARRIED 4-0.

D. Consider Ordinance #12-32 to include as a component of the Village's Comprehensive Plan an amendment to the Regional Water Quality Management Plan Greater Kenosha Area adopted by the Southeastern Wisconsin Regional Planning Commission in June 2012.

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request for Ordinance 12-32, and this is to modify the Village's Comprehensive Plan in order to include the recently adopted June 2012 amendment to the Regional Water Quality Management Plan that has been adopted by the Regional Planning Commission. Specifically, the resolution outlines that the Plan Commission originally adopted the first comprehensive plan for regional water quality back in July of 1979. There was an amendment that included the City of Kenosha and its environs as Report Number 106 for an amendment of the sanitary sewer service area, and that was back in 1985.

And then now this year requests came forth in February of 2012 which was adopted by the Regional Planning Commission in June of 2012. And this was specifically to amend, as you can see on the slide, two separate areas, area A and area B. Area A is actually in the City of Kenosha. Area B is an area that encompasses about 27 acres located generally east of the intersection of County Trunk Highway CJ and County Trunk Highway U in the Village of Pleasant Prairie west of the Interstate. And what it does is includes those areas in the sanitary sewer service area and identifies the environmental corridor as well as isolated natural areas and wetlands. And it just updates those areas in that particular area as well.

As you can see on the slides and in your packets there are three different maps that we needed to update, the first one of which is Map 5.1. And instead of redrawing the maps we actually just put a note on each of the maps to be included in the Comprehensive Plan. And we specifically say refer to the amendment of the Regional Water Quality Management Plan for the Greater Kenosha Area that was adopted on September 17, 2012 and to show the amended boundary for the Pleasant Prairie district. That's map one.

Map two is the detailed adopted sewer service area map. And then map three is the generalized adopted sanitary sewer service areas and existing areas served by sewer, again, with the notes referenced on all three of the maps. This is a matter that was before the Village Plan Commission at their last meeting. A public hearing was held, and it was agreed by the Plan Commission that this amendment be made to the Comprehensive Plan to include the entire report as prepared by SEWRPC and including these three particular maps as part of the Comprehensive Plan update.

YUHAS MOVED TO APPROVE ORDINANCE #12-32; SECONDED BY ALLEN; MOTION CARRIED 4-0.

E. Consider Resolution #12-33 to initiate a zoning text amendment related to the height and building material requirements allowed within the General Manufacturing Districts.

Jean Werbie-Harris:

Mr. President and members of the Board, this is Resolution 12-33, and it's a resolution to initiate a zoning text amendment. The Village Board may initiate an petition for an amendment to the zoning ordinance which may include rezoning of property, the change in zoning district boundaries or the change in the text of the ordinance.

The Village staff is proposing to re-evaluate and amend the height and building material requirements allowed within the General Manufacturing District. And the purpose of this resolution is to initiate that process for which the Plan Commission then will hold a public hearing, and then the matter will come back to the Village Board for their final consideration.

Specifically then the Board hereby initiates and petitions to re-evaluate and to amend the height and building material requirements allowed in the M-2, General Manufacturing District, that the proposed changes in the text are being referred to the Village staff for further study and recommendation. The Board is not by this resolution making any type of recommendation regarding the proposed changes in the text of the ordinance but basically initiating the process by which we will begin to evaluate and then hold a public hearing for these changes. The staff recommends approval of the resolution as presented.

KUMORKIEWICZ MOVED TO APPROVE RESOLUTION #12-33 ZONING TEXT AMENDMENT RELATED TO THE HEIGHT AND BUILDING MATERIAL REQUIREMENTS ALLOWED WITHIN THE GENERAL MANUFACTURING DISTRICTS; SECONDED BY ALLEN; MOTION CARRIED 4-0.

Steve Kumorkiewicz:

What is the reason that we need to initiate this? I don't quite understand that.

Jean Werbie-Harris:

I guess we are talking to a lot of new and different businesses in the Village and existing businesses. And they are updating and upgrading different types of equipment within their facilities. And we're finding that they want to have a little bit higher or taller buildings in order to accommodate this type of equipment. And, therefore, we want to make some accommodations within the ordinance for those situations. We'd rather see equipment inside the building than outside, and if we can increase the height of some buildings and thereby increasing the setback to the lot lines, I think it would be a good thing for the community to allow this equipment to be inside the buildings.

Steve Kumorkiewicz:

Okay, thank you.

John Steinbrink:

We have a motion, we have a second. Any other discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

F. Consider Resolution #12-32 - Preliminary Resolution declaring intent to exercise special assessment police powers for the final paving in the Whispering Knoll Subdivision.

Mike Spence:

Mr. President and members of the Board, the developer of the Whispering Knoll Subdivision is looking to place the final layer of asphalt, the phase 3 street improvements. Whispering Knoll Subdivision is located to the east of 47th Avenue as you can see on the drawing there. Typically the phase 3 site improvements don't occur until we have 75 percent of the units built. Whispering Knoll currently has 21 lots built and another I believe that was recently sold. So the 75 percent would actually be 30 as opposed to 22 so they're 8 short.

The development agreement that was signed back in 2005 had language in there as far as deferment of the final improvements. This is one of those situations that when the economy was good typically everything happened within three years. As you all know the economy has stalled, and so the number of lots being built on has slowed. The language in the development agreement indicated that the construction of the phase 3 improvements could be deferred for up to five years, and if the Village and the developer couldn't agree on the cost to construct the phase 3 improvements the developer could continue to bear the responsibility for construction and a letter of credit stays in place.

The way this has been interpreted with ordinance language and our attorney has reviewed it is a little bit of ambiguity here in terms of what can happen in this particular case. The developer has indicated that he doesn't want to continue to bear the responsibility for the construction and the letter of credit. In addition, the engineering department has estimated the cost to complete the final improvements which essentially exceed the current letter of credit by an excess of \$78,000.

We sent a breach letter to the developer in July indicating that the funds were insufficient. The developer has indicated that the bank will not increase the funds to make up the shortfall. In addition, he wants to pave this fall even though they're not at 75 percent. And he believes that the costs will not exceed what's in the letter of credit. We do have a contingency in there in our estimate, and we do estimate conservatively, but I question whether or not there's enough funds there.

So in order to not have a situation where we don't have the money to ultimately pay for this, I'm asking that we start the special assessment process this evening to initiate developing the final numbers to cover the estimated shortfall in excess of \$78,000 for this subdivision. If you recall this is similar to the situation that we encountered in the paving for Meadowdale Estates Addition 1 as well where we had to go back and special assess. So I'm looking to start the special assessment process, and I'd be glad to answer any questions.

Clyde Allen:

Mike, first of all it seems there's not been approval to do the final paving before the 75 percent is completed, correct?

Mike Spence:

Well, that's where the ambiguity is. In our opinion we don't want to pave, but in looking at the language of the development agreement and the ordinance we didn't anticipate the situation where it would go beyond five years. So basically the developer is saying you can't hold me to this anymore because it's past five years. So he's saying he wants to pave it.

Mike Pollocoff:

The Village had a provision where in the development agreement the developer is agreeing that they're going to complete all their responsibilities that's identified in that agreement, and they're going to subject themselves to any changes that occur in the ordinances. Because over a period of time the ordinance has changed and that they would subject themselves to those changes. And in the case of this development, as Mike's indicating, we've been seeing that some of the developments weren't getting done quickly, and so we said you have to have 75 percent of the thing done before you pave because otherwise the road's going to fail. So our attorney is saying he's not sure that the development agreement is going to be strong enough to support the change in the ordinance.

That's why this is a little bit different. It's like Meadowdale but it's a little bit different. Because this developer here is wanting to proceed, take on the project and get it done, but he's not willing to disclose his source of funds to us. He's not willing to show where he's going to be able to do this. He hasn't identified his contracts and what the bid amounts are for or what his contractor's on the hook for. So he's basically saying trust me and I'll get this done. And from our experiences our primary responsibility in the ordinance is to make sure that this thing gets paved, done correctly, that the taxpayers don't end up on the hook for finishing his job off.

So that's why our way of ensuring that happens is to adopt a resolution of special assessment to say if you don't make it then the Village is going to levy a special assessment on the people that live in that subdivision and the vacant lots that still haven't been sold in order to finish this project off. Ideally we're trying to get him to come to the table and say – I mean Mike and his engineers we've looked at this and public works has been out there and they found some failings in the storm sewer system which if you pave a brand new road and the storm sewer fails then you've washed your good road. There's a lot of issues to address out there, and the problem is the bank won't extend any more money to the developer.

Clyde Allen:

Okay, so that's my biggest concern, like in the past the developer has always acknowledged that if it should fail because he's paving prior to 75 percent they're responsible and they will take care

of it. I'm agreeing with the assessment, and is that enough that should that road fail and it has to be redone and he does not do that there is enough money to cover all the failings?

Mike Pollocoff:

Right, the engineers are basing their estimate on what they think it's going to take and that's what it will be.

Mike Spence:

When we put the final numbers together that's one of the things that we're going to have to look at is how do we really complete the picture so that if there is a failure there's money there. I talked to the developer today before the meeting. He's indicated that he's supposed to be getting a third bid today, but as Mike indicated he hasn't disclosed anything to us at this point.

Clyde Allen:

Okay, so to carry further is there enough money that if this does not get completed like he estimates five years or more that this amount of money five years out will be enough?

Mike Pollocoff:

We don't think it's enough now.

Clyde Allen:

I mean with this additional assessment.

Mike Pollocoff:

No.

Clyde Allen:

So how do we protect ourselves if he does not want to –

Mike Pollocoff:

Well, we complete the project, and then the final lift would come on and we'd reopen the special assessment if there wasn't enough money. So Mike will prepare an estimate of what it's going to take to get the repairs done, get the binder course down, do the concrete repairs and what it's going to take to do the binder course. And we're going to estimate that binder course out as far as we can reasonable estimate it so that we are going to have the money. But if we don't have enough money then the people that pay are the people that are buying those lots. If there wasn't enough, which I'm hoping that we can estimate it conservatively enough that there would be enough, if there isn't enough then we reopen the assessment hearing and charge more. If we have more than enough then the people who have paid they get reimbursed or we just don't assess that final lift.

Clyde Allen:

So we can reopen to protect ourselves?

Mike Pollocoff:

We'd have to.

Clyde Allen:

Thank you.

John Steinbrink:

What about the storm sewer issue?

Mike Spence:

That would be part of our estimate of the cost to complete. I did actually put the developer on notice today because I said we just televised the storm system, and there are items that are going to have to be corrected. He had indicated that he wants to see that as quick as possible which we will provide to him.

Steve Kumorkiewicz:

We've got to pour that because when you mentioned the TV we have [inaudible] several years ago [inaudible] --

Mike Pollocoff:

That was a water line issue.

Steve Kumorkiewicz:

Okay, but here we've got a problem with the sewer.

Mike Spence:

Yeah, I haven't seen -- we're actually going to be meeting on it tomorrow to go over what the public works crews found. Typically what happens there's separations in the pipe, the storm pipe, there's leaks, there's cracks. So what we have to do is we have to go back because we had televised it previously so we have to go back and see what repairs were made. So there's a little bit of work involved but that's essentially what we'll do. And whatever needs to be corrected will be indicated to the contractor that that's what he has to have -- or to the developer that's what he has to have his contractor do. And we would be estimating that cost as well.

Steve Kumorkiewicz:

[Inaudible] properly from the beginning. If we go now and check it and that's what we found.

Mike Spence:

I guess I don't want to speculate on the cause. It could be –

Steve Kumorkiewicz:

Not the cause. I'm talking about that it was not done properly when they installed the system.

Mike Spence:

Well, I think that's why I said we have to do some review. It's possible that some of the things that our crews found in the televising, for example, if there's a crack sometimes we go back initially and we put a collar actually on the outside so you won't see it. So we have to go back and look at our records and see what corrective measures we did. But it involves a little bit of investigation. Sometimes over the years because there has been construction and it's not stable it's possible the heavy equipment may have somehow impacted the storm sewer there. It's hard to say. But I can say that generally anything that would have been identified when we televised it initially should have been corrected.

Steve Kumorkiewicz:

I don't know. I'm a little bit –

John Steinbrink:

Alright, this is an issue they've got to talk about tomorrow and carry on.

Steve Kumorkiewicz:

Yeah, but what I'm talking about is he's going to go that work how is he going to have the money to complete this?

Mike Pollocoff:

That's why, Steve, our first step is to adopt this notice of intent to levy special assessments. Mike's going to meet with the contractor. We're going to look at the plans and develop and estimated engineer's report on the cost so that we can move forward. We can't [inaudible] right now, but in order to secure the Village's interest in this and make sure we have this assessment levied before any work takes place we need to adopt this resolution. Not saying here's what your assessment is going to be, but it's our notice of intent that says we're getting ready to levy a special assessment and put everybody on notice.

Mike Spence:

After this point, if this is passed, then I initiate the actual detailed review of what has to be done. We estimate the cost. I do an assessment report which indicates how much each property owner would be assessed.

ALLEN MOVED TO APPROVE RESOLUTION #12-32 PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS FOR THE FINAL PAVING IN THE WHISPERING KNOLL SUBDIVISION; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

John Steinbrink:

G. Consider approval of a Professional Engineering Services Agreement for staking and construction inspection services for the binder paving for Phase 4B for the Village Green Heights Subdivision.

Mike Spence:

Mr. President and members of the Board, back in 2009 the developer Land and Lakes requested that they be able to install curb and gutter and binder course within the Village Green Heights Addition 1 Subdivision. Subsequent to that time only a portion of these improvements were completed. And Land and Lakes has recently asked to install curb and gutter and binder course on 50th Avenue and a portion of 98th Street. Previously, a year or two ago – well, just to give you a point of reference, this is the Village Green Heights Subdivision. This is State Highway 165. This is Cooper Road. All these roads are paved. I think a couple years ago we did pave this portion of main street as well as these roads here with a binder course.

Land and Lakes is asking now to take off where that left off and pave 50th Avenue and 98th Street from where it left off here to the middle of the block there. The resolution to allow this paving of the binder course was approved back then. But, like I said, because of the economy they didn't do the whole thing. So they're asking to pave this portion yet this year.

What you have before you is typically when we do this we hire a consultant to do the staking and set the curbs and the manholes and do the inspection for the project. So what you have before you is the contract from Nielsen Madsen & Barber to do the services of staking and layout and construction inspection for this. The fee is estimated at \$7,594. I'm asking that this agreement be approved. What happens is we handle or manage the contract with Nielsen Madsen & Barber, but then we in turn bill the developer for these costs. So the Village won't be incurring any costs on this once we get reimbursed from the developer. So with that I'd be glad to answer any questions.

Steve Kumorkiewicz:

The developer is aware that he's going to have to pay those costs?

Mike Spence:

Yes, yes. We've coordinated, he has seen this proposal and they have no issues.

Steve Kumorkiewicz:

Thank you.

YUHAS MOVED TO APPROVE APPROVAL OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR STAKING AND CONSTRUCTION INSPECTION SERVICES FOR THE BINDER PAVING FOR PHASE 4B FOR THE VILLAGE GREEN HEIGHTS SUBDIVISION; SECONDED BY ALLEN; MOTION CARRIED 4-0.

H. Consider reappointments to the Community Development Authority.

Mike Pollocoff:

Mr. President, this is the point in time where we reappoint members of the Authority. Members who are up for reappointment is Kate Jerome, Tom Reiherzer. They have terms extending to 2014. Jill Sikorski is an alternate to the authority. She has a one year appointment and hers would end October 7, 2013. They've all been very good members of the Commission, and I'd recommend that they re appointed.

KUMORKIEWICZ MOVED TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR STAKING AND CONSTRUCTION INSPECTION SERVICES FOR THE BINDER PAVING FOR PHASE 4B FOR THE VILLAGE GREEN HEIGHTS SUBDIVISION; SECONDED BY ALLEN; MOTION CARRIED 4-0.

Clyde Allen:

I was just going to make the comment how very fortunate we are to have some of these talented people on some of the committees that we really do have in the Village.

John Steinbrink:

Not only the talent but the variety of the talent is there in many different fields. With that we have a motion and a second. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

I. Consider Operator License application on file.

**ALLEN MOVED TO APPROVE OPERATOR LICENSE APPLICATION ON FILE;
SECONDED BY YUHAS; MOTION CARRIED 4-0.**

9. VILLAGE BOARD COMMENTS

John Steinbrink:

Clyde?

Clyde Allen:

Thank you, Mr. President. I guess my comment kind of goes out to the Administrator, Village President, all the Trustees and staff that had the discussion of a resolution tonight, and it showed how this Village works. There was questions, concerns, and the more they talked the more that came out, the more we saw enough to come to a conclusion. The Village worked. And I just want to say I'm proud to be part of this Board that works that way. Thank you.

John Steinbrink:

A lot of people received an email from Mary Rhode [phonetic] on 85th Street concerning 85th Street. I believe she lives on 85th. And has anybody else noticed a jaw jarring at 39th and 85th where they meet?

Monica Yuhas:

Yes.

Mike Pollocoff:

There is a significant grade change there anyway. Now that the sealed surface, the micropave we put on there is not that thick, but it might have enhanced it. The problem is the only way to fix that, and I've talked to public works about this numerous times before, is to shave back 85th Street going west in order to have more of a smooth.

John Steinbrink:

We mill around the manholes and everything.

Mike Pollocoff:

It's just that you've got that gutter. I was thinking you were talking about Cooper Road, and I was trying to think what was going on there. But at 39th we have a pan, a gutter pan, that

separates 39th up to 85th. And there was a jarring – if you're going very fast at all you'll hit that and you can feel it. Back when 85th was constructed what we wanted to do at that time was to modify the apron coming off onto 39th Avenue. Our relations with the City weren't the best at that time and they said, no, just leave it the way it is. So at that point our choice was to cut that hill down that you go up and rise the crest so we don't have it so we could have a more gradual flow, or do the best we could with what we have.

But right now that's really what it would take to fix that is to go back about 120 feet, remove all that lift on the road and then gradually slope it to another point. Maybe they've been noticing more, but right now that lift shouldn't be much more than a half inch at the most different. Maybe just the fact that it's different now she might be paying attention to it more. But it is a problem.

John Steinbrink:

Everybody is paying attention to it.

Mike Pollocoff:

I know it's getting a lot of attention. But the fix on that is longer term and very expensive.

Mike Spence:

The actual thickness of the micropave is less than half an inch. It's very small.

John Steinbrink:

As long as we're looking at it. Any other Village Board comments? What's our next holiday, Halloween?

Mike Pollocoff:

Yes, we've got that one whipped.

10. ADJOURNMENT.

YUHAS MOVED TO ADJOURN THE MEETING; SECONDED BY ALLEN; MOTION CARRIED AND MEETING ADJOURNED AT 7:45 P.M.

RESOLUTION #12-31

**VILLAGE OF PLEASANT PRAIRIE
BOARD OF TRUSTEES
RESOLUTION RESTRICTING VEHICULAR PARKING ALONG 76TH STREET
IN THE VICINITY OF BECKER PARK
BETWEEN 48TH AND 49TH AVENUES**

WHEREAS, Becker Park is a Neighborhood Park located along 76th Street, between 48th and 50th Avenues in the Midwest Highlands Subdivision; and

WHEREAS, like all Village parks, the hours that Becker Park is open to the public is from dawn to dusk; and

WHEREAS, the parking of neighboring resident's vehicles along the southeast section of Becker Park, near the baseball diamond, has created parking issues and concerns among area residents; and

WHEREAS, in an attempt to resolve these parking issues and concerns, the segment of 76th Street, between 48th and 49th Avenues, has been posted with four (4) signs that state "No Parking Dusk to Dawn", restricting the hours of *nighttime* parking; and

WHEREAS, for safety reasons, the Village believes that the parking restriction for the aforementioned segment of 76th Street would be better served with signage that restricts parking during *daytime* hours; and

WHEREAS, Becker Park contains three (3) large evergreen trees that are located along this segment of 76th Street, adjacent to the ball field, which can obstruct the views of park users, especially those using the baseball diamond, who may inadvertently meander between the trees and into the 76th Street roadway, creating a potentially dangerous situation; and

WHEREAS, the situation of having vehicles parked during the day along this segment of 76th Street and adjacent to the ball field and the aforementioned evergreen trees further exacerbates the dangers of the Becker Park patrons, especially those using the baseball diamond, and

WHEREAS, in the interest of protecting Village residents and their families, as well as all Becker Park patrons, the four (4) existing "No Parking Dusk to Dawn" signs would better serve the neighboring resident's parking issues and Park patron safety concerns if the signs stated "No Parking Dawn to Dusk", therefore restricting the hours of *daytime* parking.

NOW THEREFORE, BE IT RESOLVED by the Village Board of Trustees, that the Village Board hereby orders the conversion of the four (4) signs that currently state "No Parking Dusk to Dawn" to four (4) signs that state "No Parking Dawn to Dusk", thereby restricting daytime parking, which is in the best interest of protecting the health, safety and welfare of the patrons of Becker Park and appropriately regulates the parking of adjacent resident's vehicles.

Adopted this 17th day of September 2012.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

Jane M. Romanowski
Village Clerk

John P. Steinbrink
Village President

Posted: _____



411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4426
Tel 414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in:
Phoenix and Tucson, Arizona
Naples and Tampa, Florida
Chicago, Illinois
Milwaukee and Madison, Wisconsin
Washington, DC
Shanghai, China

September 26, 2012

VIA EMAIL AND REGULAR MAIL

Ms. Kathleen M. Goessl
Finance Director/Treasurer
Village of Pleasant Prairie
Village Hall
9915 39th Avenue
Pleasant Prairie, WI 53158

Scope of Engagement Re: Proposed Issuance of \$2,760,000 Village of Pleasant Prairie
(the "Village") General Obligation Refunding Bonds, Series 2012B

Dear Kathy:

We are pleased to be working with you again as the Village's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Bonds (the "Securities") by the Village.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the Village's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the Village or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the Village;

- 2) all taxable property in the territory of the Village is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the Village's continuing disclosure commitment, ongoing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes or participating in an Internal Revenue Service survey regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the Village regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the Village's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the Village consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the Village has no objection to our representation of other clients who have dealings with the Village, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters of municipal obligations. In past transactions that are not related to the issuance of the Securities and our role as bond counsel, we may have served as underwriter's counsel to the financial institution that has or will underwrite the Securities. We may also be asked to represent underwriters, including the underwriter of the Securities, in future transactions that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the Village consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the Village, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel will be \$6,850, including all out-of-pocket expenses. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. Our fees and expenses may increase if the Securities are insured by a municipal bond insurance company. Municipal bond insurance companies require additional opinions and documents as well as additional photocopies, faxes and long distance telephone charges. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Ms. Kathleen M. Goessl
September 26, 2012
Page 4

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the Village in this regard.

Very truly yours,

QUARLES & BRADY LLP



Brian G. Lanser

BGL:SMN:jenger
Enclosures

cc: Mr. Gene Schulz (via email)
Ms. Kay Eskildsen (via email)
Mr. Michael Pollocoff (via email)
Ms. Jane Romanowski (via email)

Accepted and Approved:

VILLAGE OF PLEASANT PRAIRIE

By: _____

Its: _____
Title

Date: _____

RESOLUTION NO. 12-34

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$2,760,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012B

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village") hereby finds and determines that it is necessary, desirable and in the best interest of the Village to raise funds for the purpose of refunding obligations of the Village, including interest on them, specifically, a portion of the 2013 maturity of the General Obligation Promissory Notes, Series 2008A, dated February 19, 2008 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said cost;

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to refund the Refunded Obligations for the purpose of restructuring and extending the financing provided through the issuance of the Refunded Obligations;

WHEREAS, villages are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of and to sell its general obligation refunding bonds (the "Bonds") to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TWO MILLION SEVEN HUNDRED SIXTY THOUSAND DOLLARS (\$2,760,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Bonds aggregating the principal amount of TWO MILLION SEVEN HUNDRED SIXTY THOUSAND DOLLARS (\$2,760,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2012B"; shall be issued in the aggregate principal amount of \$2,760,000; shall be dated October 25, 2012; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on June 1 and December 1 of each year commencing on June 1,

2013. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2012 through 2018 for the payments due in the years 2013 through 2019 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$2,760,000 General Obligation Refunding Bonds, Series 2012B, dated October 25, 2012" (the "Debt Service Fund Account") and such

account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The Village Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the Village and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the

Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village

hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Village Clerk or Village Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Village and on file in the Village Clerk's office.

Section 16. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the

Preliminary Official Statement and any addenda or Final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on November 1, 2012 at a price of par plus accrued interest to the date of redemption.

The Village hereby directs the Village Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. All actions heretofore taken by the officers and agents of the Village to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded October 1, 2012.

John P. Steinbrink
President

ATTEST:

Jane M. Romanowski
Village Clerk

(SEAL)

DRAFT

EXHIBIT A

Bond Purchase Proposal

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
KENOSHA COUNTY
NO. R-___ VILLAGE OF PLEASANT PRAIRIE \$_____
GENERAL OBLIGATION REFUNDING BOND, SERIES 2012B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
June 1, _____ October 25, 2012 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2013 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$2,760,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of refunding certain outstanding obligations of the Village, all as authorized by a resolution of the Village Board duly adopted by said governing body at a meeting held on October 1, 2012. Said resolution is recorded in the official minutes of the Village Board for said date.

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Pleasant Prairie, Kenosha County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN

By: _____
John P. Steinbrink
President

(SEAL)

By: _____
Jane M. Romanowski
Village Clerk

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

NOTICE OF CALL

Regarding

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2008A
DATED FEBRUARY 19, 2008

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have the CUSIP No. as set forth below have been called by the Village for prior payment on November 1, 2012 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount to be Redeemed</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
02/01/2013	\$2,800,000**	5.00%	728534NM6

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before November 1, 2012.

Said Notes will cease to bear interest on November 1, 2012.

By Order of the
Village Board
Village of Pleasant Prairie
Village Clerk

Dated _____

* To be provided by facsimile transmission, electronic transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to November 1, 2012 and to the MSRB. Notice shall also be provided to Financial Security Assurance Inc., or any successor, the bond insurer of the Notes.

**Represents a portion of the principal amount outstanding of this maturity.

In addition, if the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

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

October 1, 2012

TO: Village Board of Trustees

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

RE: Consider a 2011-2013 Agreement between the Village of Pleasant Prairie and Pleasant Prairie Fire Fighter's Association 3785.

Proposed Contract Agreement for January 1, 2011 – December 31, 2013

Article VII - COMPENSATION (p. 19):

Section 2 – Step Increments: Revise as follows:

"Upon successful completion of probation employees will move to Step B after which employees will move from the minimum step in the pay range to that maximum step in the pay range in annual increments on the anniversary date of initial appointment."

Article VIII – RETIREMENT FUND CONTRIBUTIONS (p. 20): Revise as follows:

- A. "For employees hired prior to July 1, 2011, the Village shall pay the employee's share to the Wisconsin Retirement System. ~~except that~~ Effective July 1, 2012 employees shall contribute three percent (3%) of the employee's share. Effective January 1, 2013 employees shall contribute a total of five point nine percent (5.9%) of the employee's share."
- B. "Employees hired on or after July 2, 2011: The WRS employee required contribution shall be paid by the employee."

Article IX – CLOTHING ALLOWANCE (pp. 21-23):

Revise to reflect Village payment of \$400 uniform allowance, effective January 1, 2012.

A. Section 2 – Station Uniform: Revise as follows:

"For each piece of work clothing in need of replacement, the Village shall provide the employee with a new item of work clothing whose cost shall be deducted from the uniform allowance."

B. Section 3 – Exchanging of Uniforms: Delete the following:

~~"If the uniform item is exchanged for new wear and still of acceptable appearance the Fire & Rescue Chief or his/her designee may recycle the uniform into service to another member of the department."~~

Article XV – VACATION AND HOLIDAY SELECTION (pp. 35-35):

A. Section 1: Revise second sentence as follows:

"A maximum of ~~six days~~ seven days may be elected as single days off."

B. Section 1: Revise second paragraph on Page 34 as follows:

"A maximum of ~~six (6)~~ seven (7) days may be selected as single days off after one (1) year of continuous service through the ~~sixth year of continuous service; and from the seventh year of continuous service through the fourteenth year of continuous service. After 15 years of continuous service, a maximum of seven (7) days may be selected as single days off; twenty-fifth year of continuous service; and after twenty-five years of continuous service ten (10) days may be selected as single days off.~~"

C. Section 2: Revise as follows:

"For the purpose of vacation and holiday selection, the Chief shall establish a station roster that includes Firemedics from Schedules 1 and 3. At such time as additional Firemedics are hired, they too will be given a station assignment (for purpose of picking holiday and vacations), so that each station has an equal balance of assigned Firemedics through May 21, 2012. On and after May 22, 2012, Firemedics will be assigned to one of three shifts following Schedule 1 as defined in Article X (for purpose of picking holiday and vacations). At such time as additional Firemedics are hired, they too will be given a shift assignment (for purpose of picking holiday and vacations), so that each shift has an equal balance of assigned Firemedics."

D. Section 3: Revise as follows:

"One Firemedic per ~~station~~ shift shall be allowed to be on vacation/holiday leave at any given time."

Article XVII – SICKNESS DISABILITY (pp. 40-42):

A. Section 3: Revise as follows:

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

Article XVIII – HOSPITAL/SURGICAL, DENTAL AND LIFE INSURANCE (pp. 43-45):

A. Section 1 – Hospital-Surgical: Revise as follows:

Employees shall contribute \$20.00 per month Family/\$10.00 per month for single toward the cost of health insurance premium, through payroll deduction. Effective July 1, 2012 employees shall contribute three percent (3%) toward their medical insurance premium. Effective January 2, 2013 employees shall contribute a total of five percent (5%) toward their medical premium."

B. [Retain current Paragraph B.]

Article XXI – PROMOTIONAL PROCEDURE (pp. 48-50):

Revise Section 7.)B.) as follows:

“The four (4) employees selected as Lieutenant-1s as of January 1, 2000 shall pick vacations from among the group of four Lieutenants. Thereafter, only one Lieutenant shall be granted vacation, in the Department at a time. **This clause is cancelled on May 22, 2012 and is superseded by the revised Article XV Sections 2 and 3.**”

Article XXV – ACTING LIEUTENANT COMPENSATION (p.58):

Revise as follows:

“When the Fire Chief determines it is necessary to assign ~~the senior~~ a qualified Firemedic on duty to the temporary position of acting Lieutenant, the Firemedic shall receive the additional pay rate of \$0.45 per hour. No compensation shall be provided for any assignment that is the result of a trade.”

Article XXVIII – MISCELLANEOUS PROVISIONS (p. 61):

Add a new Section 2, as follows:

“Section 2: Employees covered under this agreement shall reside within any part of Kenosha County, Wisconsin, or in any part of Racine County, Wisconsin east of the centerline of State Trunk Highway 45.”

Article XXXII – DURATION (p. 65):

Revise to reflect a three (3) year agreement, January 1, 2011 through December 31, 2013.

APPENDIX "A" – Wages:

A. 2011: Wage Freeze.

B. 2012: +1.5%, effective January 1, 2012.
+1.5%, effective July 1, 2012.

C. 2013: +2.0%, effective January 1, 2013.
+2.0%, effective July 1, 2013.

MEMORANDUM OF AGREEMENT: Add the following, which is to be attached to the collective bargaining agreement, and which is agreed to survive the expiration of the 2011-13 Agreement:

MEMORANDUM OF AGREEMENT

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

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

1. Any employee hired prior to January 1, 2009 shall be entitled, as an individual right, to the retirement benefits conferred by Section XVIII, Section 2 of the 2009-2010 collective bargaining agreement provided the employee has, at the time of retirement, satisfied the qualifications for those benefits as specified in Section XVIII, Section 2 of the 2009-2010 collective bargaining agreement.
2. Any employee hired after January 1, 2009 shall be entitled, as an individual right, to the retirement benefits conferred by Section XVIII, Section 3 of the 2009-2010 collective bargaining agreement provided the employee has, at the time of retirement, satisfied the qualifications for those benefits as specified in Section XVIII, Section 3 of the 2009-2010 collective bargaining agreement.
3. The right to these benefits shall be considered a vested benefit belonging to the individual employee, and shall not be subjected to reduction or modification in negotiations, interest arbitration, or collective bargaining over future labor agreements.
4. The right to these benefits may only be modified by the voluntary, uncoerced agreement of the Village, Local 3785 and the employee in writing, signed by the authorized representatives of the Village, Local 3785 and by the individual personally.
5. Should any party seek to modify the benefits guaranteed in paragraphs 1 and/or 2 without the voluntary agreement of the other party (parties), that party shall be liable for all costs, including attorneys' fees, incurred by the other party (parties) in defending the Agreement.
6. The parties agree to attach a copy of this agreement to the collective bargaining agreement, as an exhibit for informational purposes only. In attaching that agreement, the parties do not thereby indicate that these individual agreements have a limited term or are in any way subject to modification in the processes of collective bargaining."

Village of Pleasant Prairie

Pleasant Prairie Firefighter's Association
Local 3785

Employee

Recommendation: Authorize the Village Administrator and the Village President to accept the 2011-2013 Agreement.

AGREEMENT

1
2
3
4
5
6
7
8
9
10

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

P R E A M B L E

1
2
3
4
5
6
7
8
9
10
11
12

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

- (1.) Set forth their agreement with respect to rates of pay, hours of work and other conditions of employment to be observed by the Village, the Association and the employees who are covered by this Agreement;
- (2) Provide procedures for fair adjustment of grievances;
- (3) Prevent interruptions of work during the life of this Agreement;
- and,
- (4) Promote harmonious relations between the Village, the Association, and the employees.

1 **ARTICLE I**

2 **HEADNOTE**

- 3 A. Reference to Fire Chief, includes the Fire Chief's designated
4 representative.
- 5 B. For purposes of simplicity, employees shall be designated by their
6 regularly assigned tour of duty. Employees assigned to the "24 hour
7 tour of duty" will be referred to as "24 hour employees". Employees
8 assigned to the "11 hour tour of duty" will be referred to as "11 hour
9 employees"
- 10 C. "Tour of duty", "workday", "shift" and "duty day" are synonymous.
- 11 D. The "base hourly rate" of pay for the 24 hour employee and 11
12 hour employee is derived by dividing the annual salary by 2,912
13 hours for 1998 and thereafter.
- 14 E. Reference to a "duty day" for a 24 hour employee means 24
15 hours.
16 Reference to a "duty day" for a 11 hour employee means 11 hours.
- 17 F. The "56 hour tour of duty for 1998" and thereafter, refers to the
18 weekly work schedule of a 24 hour duty day.
- 19 G. The "Board of Police and Fire Commissioners" shall be referred to
20 herein as the "Commission".
21
22

1 **ARTICLE II**

2 **RECOGNITION**

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

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

1 **ARTICLE III**

2 **MANAGEMENT RIGHTS**

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

1 **ARTICLE IV**

2 **ASSOCIATION RIGHTS AND PRIVILEGES**

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

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

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

3 **SECTION 3.**

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

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

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

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

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

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

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

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

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

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

11
12
13
14

1 **ARTICLE V**

2 **FAIR SHARE & DUES**

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

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

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

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

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

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

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

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

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

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

SECTION 4. Deductions: The Employer shall deduct the appropriate amount from the first paycheck each month of each employee requesting such deduction following receipt of such statement, and shall remit the total of such deductions to the Association in one lump sum. This shall be retroactive to January 1, 1998.

1 **ARTICLE VI**

2 **SENIORITY**

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

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

20 **SECTION 3. – PERSONNEL ACTIONS** The practice of following
21 seniority in transfers, layoffs, recalls from layoffs, vacations and shift
22 preference to fill vacancies shall be continued. Seniority shall not

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

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

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

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

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

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

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

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

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

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

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

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

7

1 **ARTICLE VII**

2 **COMPENSATION**

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

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

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

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

16

1 **ARTICLE VIII**

2 **RETIREMENT FUND CONTRIBUTIONS**

- 3 A. **SECTION 1.** For employees hired prior to July 1, 2011, the Village
4 shall pay the employee's share to the Wisconsin Retirement System.
5 Effective July 1, 2012 employees shall contribute three percent (3%) of
6 the employee's share. Effective January 1, 2013 employees shall
7 contribute a total of five point nine percent (5.9%) of the employee's
8 share.
- 9 B. Employees hired on or after July 2, 2011: The WRS employee
10 required contribution shall be paid by the employee.
- 11 C. The Village shall pay the employer required contribution.

1 **ARTICLE IX**

2 **CLOTHING ALLOWANCE**

3 **SECTION 1. – SAFETY EQUIPMENT** The Village shall furnish proper
4 safety equipment for all work per COMM. 30.11 (5-1). In the event the
5 state of Wisconsin revises the COMM. 30 clothing requirement, the
6 changes shall be effective as of the date of the next collective bargaining
7 agreement unless the change must be made immediately, in which case
8 the parties shall meet to discuss the method of implementing the State-
9 mandated changes.

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

17 All uniforms purchased shall be in conformance with NFPA 1975
18 and shall be purchased by the Village. Work clothing is defined as:

- 19 A. NFPA approved trousers
- 20 B. NFPA approved shirts - short and long sleeve
- 21 C. NFPA approved sweatshirt
- 22 D. “Windy City Breaker” jacket

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

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

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

21

1 **ARTICLE X**

2 **HOURS OF WORK**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20

1 **ARTICLE XI**

2 **TIME TRADES**

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

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

1 **ARTICLE XII**

2 **OVERTIME**

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

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

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

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

9
10
11
12
13
14
15
16
17
18
19
20
21
22

1 **ARTICLE XIII**

2 **HOLIDAY PAY**

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

11 **SECTION 2.**

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

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

10
11
12
13
14
15
16
17
18
19
20

1 **ARTICLE XIV**

2 **VACATION**

3 **SECTION 1. – ENTITLEMENT**

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

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

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

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

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

6

1 **ARTICLE XV**

2 **VACATION AND HOLIDAY SELECTION**

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

16 A maximum of seven (7) days may be selected as single days off after
17 one (1) year of continuous service through the twenty-fifth year of
18 continuous service; and after twenty-five years of continuous service ten
19 (10) days may be selected as single days off.

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

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

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

11
12
13
14
15
16
17
18
19
20
21
22

1 **ARTICLE XVI**

2 **LEAVES OF ABSENCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13
14
15
16
17
18
19
20
21

1 **ARTICLE XVII**

2 **SICKNESS DISABILITY**

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

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

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

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

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

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

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

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

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

13
14
15
16
17
18
19
20
21
22

1 **ARTICLE XVIII**

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

3 **SECTION 1. – HOSPITAL -SURGICAL**

4 A. Employees shall contribute \$20.00 per month Family/\$10.00 per
5 month for single toward the cost of health insurance premium,
6 through payroll deduction. Effective July 1, 2012 employees shall
7 contribute three percent (3%) toward their medical insurance
8 premium. Effective January 1, 2013 employees shall contribute a
9 total of five percent (5%) toward their medical premium.

10 B. The Village shall make a Section 125/129 employee contribution
11 plan available, which shall be made available to employees for
12 the purpose of payment of insurance premium contributions on a
13 tax free basis.

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

15 For employees who retire after May 1, 2002 who are at least fifty-three
16 (53) years of age and have had twenty (20) or more years of continuous
17 employment with the Village immediately preceding retirement, the Village
18 shall pay its share of the hospital-surgical-major medical and dental
19 coverage. If employee was covered by family policy at the time of
20 retirement, he/she shall be eligible to retain such family coverage. The
21 Village shall pay the entire premium for such health and dental coverage
22 equal to the level of coverage provided active employees for five (5) years

1 after the employee in question retires; thereafter, the monthly premium
2 costs to the Village shall be fixed at the monthly rate which was in effect
3 five (5) years after the employee's retirement, and retiring employee must
4 pay the cost of any premium increase thereafter. The Village's premium
5 obligation shall terminate when the employee becomes eligible for
6 Medicare or for ten (10) years following retirement, whichever occurs first.
7 However, if the employee decides to purchase supplemental Medicare
8 benefits, he/she shall pay the full cost of such supplemental coverage.
9 The insurance premium payment by the Village during the first five (5)
10 years of retirement shall be the same level of premium contribution made
11 by the Village for active employees, including any employee contribution
12 toward the cost of the premium. All retirees shall be placed within the
13 insurance program established for active employees and as further
14 modified for active bargaining unit employees.
15 For employees who are hired after January 1, 2009 the Village shall pay
16 0% of the premiums for hospital-surgical-major medical.

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

- 18 A. For employees hired after January 1, 2009, the Employees must
19 contribute a minimum of 96 hours holiday pay plus any unused
20 holiday hours, and
21 B. Employees must contribute accrued vacation hours in excess of
22 216, and

1 C. Employees will contribute 100% of sick and vacation accrual
2 upon termination, and,

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

5 E. All employees who meet the maximum accumulation of sick
6 hours (2912) will still accrue hours according to the accrual
7 schedule but the hours will be converted into dollars and
8 contributed into the RHS.

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

12 **SECTION 4. – DENTAL INSURANCE** The Village shall provide a basic dental
13 plan. The Village may also offer other dental plans that provide additional
14 benefits at an additional premium to be paid by the employee.

15
16
17
18
19
20
21
22
23

1 **ARTICLE XIX**

2 **EDUCATION INCENTIVE**

3
4 **SECTION 1** - The Village shall provide tuition reimbursement to
5 Department employees, subject to the following conditions:

- 6 A. The Village shall provide tuition reimbursement and
7 reimbursement for the cost of books (books not to exceed two
8 hundred dollars (\$200.00) per course) up to a maximum of three
9 (3) courses per calendar year. Reimbursement is limited to State
10 schools only. Other schools may be considered at the discretion
11 of the Chief.
- 12 B. Courses eligible for reimbursement shall be Fire Science,
13 Emergency Medical (not to include M.D.), Public Administration
14 Mechanical Engineer, and Emergency Management. Approval of
15 the courses are the exclusive right of the Chief of Fire and
16 Rescue and the courses must be reasonably related to a fire and
17 rescue career.
- 18 C. All courses for which tuition reimbursement is requested must be
19 approved, in advance, by the Chief.
- 20 D. The employee must achieve a grade of "B minus" or better, and
21 must take the graded option rather than the ungraded option
22 (where such a choice is available) in order to be eligible for tuition
23 reimbursement.
- 24 E. Tuition reimbursement shall be provided after the course is
25 completed, and after the grade is received, by the employee.
- 26
27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

ARTICLE XX

WORKER'S COMPENSATION

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

1 **ARTICLE XXI**

2 **PROMOTIONAL PROCEDURE**

3 **CONTRACT LANGUAGE:**

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

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

14 **VILLAGE PROMOTION POLICY/PROCEDURE:**

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

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

- 1 **A)** Wisconsin Fire Training Instructor I Certification (NFPA-
2 1041).
- 3 **B)** Wisconsin Fire Officer I Certification (NFPA-1021)
- 4 **C)** Wisconsin Fire Inspector I Certification (NFPA-1031)
- 5 **D)** Wisconsin Paramedic Certification
- 6 **E)** Wisconsin Driver's License

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

12 **4)** The Village of Pleasant Prairie Police and Fire Commission
13 shall then conduct interviews of all candidates who are qualified,
14 pursuant to the provisions of Sections 1 and 2, above. From the
15 interviewees, the Police and Fire Commission shall develop a
16 list of three (3) candidates, premised upon the following criteria:

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

21 **5)** The Chief of Fire and Rescue shall select the candidate who is
22 to be promoted from the list of three eligible candidates which is
23 provided by the Police and Fire Commission pursuant to the
24 procedures stated above. After a vacancy has been filled, the
25

1 list of qualified applicants may be retained by the Village for use
2 in filling future Lieutenant vacancies, but not for longer than two
3 (2) years.

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

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

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

16 **B)** "The four (4) employees selected as Lieutenant-1s as of
17 January 1, 2000 shall pick vacations from among the
18 group of four Lieutenants. Thereafter, only one
19 Lieutenant shall be granted vacation, in the Department
20 at a time. This clause is cancelled on May 22, 2012 and
21 is superseded by the revised Article XV Sections 2 and
22 3."
23

1 **ARTICLE XXII**

2 **TRANSFER OF PERSONNEL**

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

15

1 **ARTICLE XXIII**

2 **OFF-DUTY TIME**

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE XXIX**

2 **GRIEVANCE PROCEDURES**

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

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

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

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

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

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

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

9 A. Absent a mutual agreement as to the selection of an arbitrator,
10 the Association shall make a written request to the Wisconsin
11 Employment Relations Commission to provide a arbitrator. This
12 request must be made within ten (10) calendar days after the
13 date of the written notice of further appeal.

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

21 C. The decision of the arbitrator shall be final and binding on the
22 parties. The arbitrator in arriving at a decision shall neither add

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

to, detract from, nor modify the language of this Agreement or departmental rules, regulations and procedures. The arbitrator shall adjudicate and not legislate or determine interests.

D. Expenses for the services of the arbitrator and the proceedings shall be borne equally by the Village and the Association.

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

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

1 **ARTICLE XXV**

2 **ACTING LIEUTENANT COMPENSATION**

3 **SECTION 1.** When the Fire Chief determines it is necessary to
4 assign a qualified Firemedic on duty to the temporary position of acting
5 Lieutenant, the Firemedic shall receive the additional pay rate of \$0.45 per
6 hour. No compensation shall be provided for any assignment that is the
7 result of a trade.

8

9

10

11

12

13

14

15

16

17

18

19

20

1 **ARTICLE XXVI**

2 **NO STRIKE CLAUSE**

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

11
12
13
14
15
16
17
18
19
20
21
22

1 **ARTICLE XXVII**

2 **MAINTENANCE OF BENEFITS**

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

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

9
10
11
12
13
14
15
16
17
18
19
20

1 **ARTICLE XXVIII**

2 **MISCELLANEOUS PROVISION**

3 **SECTION 1.** Any ordinances heretofore which pertain to wages, hours
4 and condition of employment adopted by the Village Board, which are in
5 conflict with the terms of this Agreement, are hereby superseded by this
6 Agreement. Likewise, any Department Policy which pertain to wages,
7 hours and condition of employment adopted by the Chief, which are in
8 conflict with the provisions of this Agreement, are hereby superseded by
9 this Agreement.

10 **SECTION 2.** Employees covered under this agreement shall reside within
11 any part of Kenosha County, Wisconsin, or in any part of Racine County,
12 Wisconsin east of the centerline of State Trunk Highway 45

1 **ARTICLE XXIX**

2 **AMENDMENTS AND SAVING CLAUSE**

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

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

18 **SECTION 3.** This Agreement constitutes the entire agreement between the
19 parties and no verbal statement shall supersede any of its provisions.
20
21
22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

ARTICLE XXX

SUCCESSOR AGREEMENT

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

ARTICLE XXXI

CONSOLIDATION

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

1 **ARTICLE XXXII**

2 **DURATION**

3 **SECTION 1.** This Agreement shall become effective January 1, 2011, and
4 shall remain in effect through December 31, 2013, and shall be automatically
5 renewed for periods of one (1) year thereafter unless either party shall serve
6 upon the other a written notice of its desire to modify or to terminate this
7 Agreement. Such notice is to be served no later than the date of the first Village
8 Board meeting in September. It is hereby agreed that all of the provisions of this
9 Agreement shall remain in full force and effect until a successor agreement is
10 achieved through collective bargaining or through the applicable "impasse"
11 resolution procedures.

12 Dated this _____ day of _____, 2012.

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

Village of Pleasant Prairie

19 _____

20 _____

21 _____

22 _____

23

24

25

APPENDIX “A” – Wages:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

2011: Wage Freeze.

2012: +1.5%, effective January 1, 2012.
+1.5%, effective July 1, 2012.

2013: +2.0%, effective January 1, 2013.
+2.0%, effective July 1, 2013.

1 **MEMORANDUM OF AGREEMENT**

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

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

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

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

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

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

11 6. The parties agree to attach a copy of this agreement to the collective
12 bargaining agreement, as an exhibit for informational purposes only. In
13 attaching that agreement, the parties do not thereby indicate that these
14 individual agreements have a limited term or are in any way subject to
15 modification in the processes of collective bargaining."
16
17

18 _____

19 Village of Pleasant Prairie

20

21

22 _____

23 Employee

Pleasant Prairie Firefighter's Association

Local 3785

Appendix "A"

1/1/2011		0.0%	Annual
Fire-Medic	Step A	Start	14.39 \$ 41,910.21
	Step B	12 Months	15.29 \$ 44,519.40
	Step C	24 Months	16.18 \$ 47,128.60
	Step D	36 Months	17.99 \$ 52,379.60
	Step E	48 Months	18.88 \$ 54,988.80
	Step F	60 Months	19.82 \$ 57,728.46

Lieutenant I	Step A		21.38 \$ 62,261.93
Lieutenant 2	Step A		21.87 \$ 63,696.99

1/1/2012		1.5%	Annual
Fire-Medic	Step A	Start	14.61 \$ 42,538.86
	Step B	12 Months	15.52 \$ 45,187.19
	Step C	24 Months	16.43 \$ 47,835.53
	Step D	36 Months	18.26 \$ 53,165.29
	Step E	48 Months	19.17 \$ 55,813.63
	Step F	60 Months	20.12 \$ 58,594.39

Lieutenant I	Step A		21.70 \$ 63,195.86
Lieutenant 2	Step A		22.20 \$ 64,652.44

7/1/2012		1.5%	Annual
Fire-Medic	Step A	Start	14.83 \$ 43,176.95
	Step B	12 Months	15.75 \$ 45,865.00
	Step C	24 Months	16.67 \$ 48,553.06
	Step D	36 Months	18.53 \$ 53,962.77
	Step E	48 Months	19.45 \$ 56,650.84
	Step F	60 Months	20.42 \$ 59,473.30

Lieutenant I	Step A		22.03 \$ 64,143.80
Lieutenant 2	Step A		22.54 \$ 65,622.23

Appendix "A"

1/1/2013			2.0%		Annual
Fire-Medic	Step A	Start	15.12	\$	44,040.49
	Step B	12 Months	16.07	\$	46,782.30
	Step C	24 Months	17.01	\$	49,524.12
	Step D	36 Months	18.90	\$	55,042.03
	Step E	48 Months	19.84	\$	57,783.85
	Step F	60 Months	20.83	\$	60,662.77

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

7/1/2013			2.0%		Annual
Fire-Medic	Step A	Start	15.43	\$	44,921.29
	Step B	12 Months	16.39	\$	47,717.94
	Step C	24 Months	17.35	\$	50,514.61
	Step D	36 Months	19.28	\$	56,142.87
	Step E	48 Months	20.24	\$	58,939.53
	Step F	60 Months	21.25	\$	61,876.02

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

**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS
Period Ending: September 25, 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:

<u>NAME OF APPLICANT</u>	<u>LICENSE TERM</u>
1. Karey a. Houghton	thru June 30, 2014
2. Karen F. Irving	thru June 30, 2014
3. Sara J. Nelson	thru June 30, 2014

Jane M. Romanowski
Village Clerk