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
December 2, 2013
6:00 p.m.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. 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.)

5. Administrator's Report

6. New Business

   A. Consider award of contract for architectural and engineering services for the proposed Fire Station No. 1 project.

   B. Consider award of contract for the 2014 Village newsletter printing and mailing services.

   C. Consider Ordinance #13-54 to amend Chapter 242 of the Municipal Code relating to RecPlex program and service fees.

   D. Consider Ordinance #13-55 to amend Chapter 180 of the Municipal Code relating to Fire and Rescue fees.

   E. Consider Resolution #13-27 relating to an amendment to the 2013 budget.

   F. Consider an amendment to the Village of Pleasant Prairie Employee Handbook to update the vacation policy for part-time employees.

   G. Consider renewal of Mobile Home Park Licenses.

   H. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.)
      1) Approve Operator License Applications on file.
      2) Approve Two-Year Appointments of Election Inspectors.

7. Village Board Comments

8. 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

Office of the Village Administrator
Michael R. Pollocoff

MEMORANDUM

TO: Village Board

FROM: Michael R. Pollocoff, Village Administrator

DATE: December 2, 2013

SUBJECT: Architectural Services Agreement (AIA Document B101-2007, AIA Document B101-2007 Exhibit A & AIA Document E201-2007) between the Village of Pleasant Prairie and Plunkett Raysich Architects, LLP for the Fire Station #1 Project

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In September 2013, the Village released RFP #13-01 entitled "Fire & Rescue Station #1 New Construction Architectural & Engineering Services" for a new Fire Station #1 to be located on the Village-owned parcel located immediately north of the Village Hall. The Project involves two (2) "phases" of design and construction with a total budget of approximately $5.4 M. In general, the Project consists of the:

a) Design of a new Fire Station #1
b) Rehabilitation of the existing Fire Station #1 into meeting space/auditorium

RFP #13-01 was solicited to five (5) established architectural firms with an established record of designing public fire stations and other public buildings: FGM Architects, Five Bugles Design, Kluber Architects, Partners In Design Architects and Plunkett Raysich Architects. On October 11, 2013, the Village received responses to RFP #13-01 from all five firms.

The Village RFP Selection Committee reviewed and ranked the candidate responses (based on criteria such as experience in fire station design and renovation, qualifications of staff and subcontractors, references, "green" technology experience and expertise and fees) and concluded that FGM Architects, Five Bugles Design and Plunkett Raysich Architects were the candidates most qualified to move forward into the presentation/interview stage of the process.

On November 8, 2013, the Village conducted interviews of the three selected finalists. The RFP Selection Committee concluded that based on the criteria mentioned, that Plunkett Raysich Architects was the firm that excelled in the presentation/interview stage. Therefore, with its qualifications, experience, presentation/interview, and competitive fee, the Selection Committee chose to enter into contract negotiations with Plunkett Raysich Architects.

	ESTIMATED TOTAL FEE	ESTIMATED TOTAL HOURS
FGM ARCHITECTS	$374,000	3,360
FIVE BUGLES DESIGN	$310,000	Not Provided
KLUBER ARCHITECTS	$354,950	2,364
PARTNERS IN DESIGN ARCHITECTS	$365,000	3,656
PLUNKETT RAYSICH ARCHITECTS	**$270,000 (based on approx. construction cost of $4.8M)**	**2,840**

RECOMMENDATION

The Village staff recommends that the Village Board approve the Architectural Services Agreement for the Fire Station #1 Project between the Village of Pleasant Prairie and Plunkett Raysich Architects for a flat fee of $270,000, plus reimbursables. If the cost of construction is +/- 10% of $480,000, the fee will be adjusted accordingly.

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighteenth day of November in the year Two Thousand and Thirteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Village of Pleasant Prairie
9915 39th Ave.
Pleasant Prairie, WI 53158
Telephone Number: 262 694-8027

and the Architect:
(Name, legal status, address and other information)

Plunkett Raysich Architects, LLP
11000 W. Park Place
Milwaukee, WI 53224
Phone No. 414 359-3060
Fax No. 414 359-3070

for the following Project:
(Name, location and detailed description)

New Pleasant Prairie Fire Station located in Pleasant Prairie, Wisconsin. Also renovate the existing station in Pleasant Prairie, WI converting the current apparatus bay and lower level of Village Hall to auditorium space.

PRA Project No. 104226-01

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in Exhibit A, Initial Information:

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

April, 2014

.2 Substantial Completion date:

April, 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

General Aggregate $2,000,000

.2 Automobile Liability

Combined Single Limit $1,000,000

.3 Workers' Compensation

Policy Limit $500,000

.4 Professional Liability

Plunkett Raysich Architects, LLP carries a $2,000,000 Professional Liability policy coverage is based on the terms of the policy. A copy of our Certificate of Insurance is available upon request.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary programming, architectural, Interior Design, structural, mechanical, electrical/data and audiovisual and acoustic engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.4 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.5 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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§ 3.1.6 The Architect will attend a maximum of five (5) review or approval meeting(s) such as/or: planning commission; Village board, building board or public hearings; fire department; office park development; urban design review.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. LEED Certification services may be performed by the Architect as an Additional Service, if requested in writing by the Owner. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services, i.e. LEED Certification, under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall review the estimate of the Cost of the Work prepared by the Construction Manager in accordance with Section 6.1.4.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 The Architect will limit the number of design alternatives provided under this Contract to three (3).

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall review the estimate of the Cost of the Work as prepared by the Construction Manager.

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§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; and (2) the Conditions of the Contract for Construction (General and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall review the estimate for the Cost of the Work as prepared by the Construction Manager.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.1.7, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1

(Paragraphs deleted)

COMPETITIVE BIDDING

(Paragraphs deleted)

§ 3.5.1.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.1.2 The Architect shall assist the Owner in bidding the Project by

.1 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

§ 3.5.1.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing

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portions of the Work. The Architect will not be responsible for or pay for any additional cost of omitted materials or betterment.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work known not to conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional, properly licensed in the State in which the Project is being constructed, retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

(Paragraph deleted)

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
(Rows deleted)			
§ 4.1.1	Multiple preliminary designs	Not Provided	
§ 4.1.2	Measured drawings	Not Provided	
§ 4.1.3	Existing facilities surveys	Not Provided	
§ 4.1.4	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.5	Civil engineering	Owner	Article 5.14
§ 4.1.6	Landscape design	Owner	
§ 4.1.7	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.8	Detailed cost estimating	Not Provided	
§ 4.1.9	On-site project representation	Not Provided	
§ 4.1.10	Conformed construction documents	Not Provided	
§ 4.1.11	As-Designed Record drawings	Not Provided	
§ 4.1.12	As-Constructed Record drawings	Architect	Article 4.2.2, & 11.2
§ 4.1.13	Post occupancy evaluation	Not Provided	
§ 4.1.14	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.15	Tenant-related services	Not Provided	
§ 4.1.16	Coordination of Owner's consultants	Not Provided	
§ 4.1.17	Commissioning (B211™–2007)	Not Provided	
§ 4.1.18	Extensive environmentally responsible design	Not Provided	
§ 4.1.19	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.20	Fast-track design services	Architect	Article 4.2.3, & 11.2
§ 4.1.21	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.22	Furniture, Furnishings, and Equipment Design	Architect	Article 4.2.4, & 11.2
§ 4.1.23	Any other service not specifically included as a Basic Service under Article 3 above.	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.2.1 As Additional Services upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect can, conduct a meeting with the Owner to review the facility operations and performance.

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§ 4.2.2 Provide Electronic As-Constructed Record Drawings.

§ 4.2.3 Provide Fast Track Design Services if requested by the Owner.

§ 4.2.4 Provide Furniture Fixtures and Equipment Design Services if requested by the Owner.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 or any service not specifically enumerated under Article 3 above, shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services or any Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker. Total combined time spent by the Architect or their Consultant over eight (8) hours is considered excessive;

.5 Evaluating substitutions or Value Engineering changes proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Twenty-Four (24) visits to the site or inspections by the Architect over the duration of the Project during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; flood plains; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner shall make available a staff person or retain a consultant to furnish a list of new and reused equipment to the Architect. The listing shall have attachments which describe relocation or installation criteria such as floor loading characteristics, ceiling support requirements, noise and radiation shielding, vibration damping, electrical and emergency power requirements, plumbing and gas piping requirements, ventilation and exhaust requirements and rough opening sizing and servicing clearances for all Owner-supplied equipment. In the absence of Owner-supplied information, the Architect will field measure and verify the above as an Additional Service.

§ 5.14 The Owner shall furnish services for civil engineering. The Civil Engineer shall show stormwater ponds, including size and location, site grading, balanced cut and fill calculations, roads, walks and parking lots. After coordinating his work with the plumbing engineers, the Civil Engineer shall indicate the location and size of site utilities. The Civil Engineer shall also indicate the size and location of all wetland areas on the site, if any.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed, coordinated or specified by the Architect and shall include all structural, mechanical, electrical, fire protection, and contractors' general conditions costs, overhead, profit and management fees. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.

(Paragraphs deleted)

§6.1.1 Major alternates that are excluded from the actual Construction Contract shall be included in Cost of the Work. Examples include alternate finishes, materials, system, or products which are used to bring costs into budget or change the scope of Work to reduce the Construction Construct amount.

§ 6.1.2 The Cost of Work includes the value of sales tax not paid and the value of all Owner-supplied or donated labor and materials. The Cost of the Work also, includes the cost of MAJOR FIXED equipment such as laundry equipment, elevator equipment, fueling stations, fencing, food service equipment, walk-in, recessed and pass-through refrigerators, storage units, casework, high density filing systems, hoods, chillers, generators, communication equipment lockers, chalk boards, mechanical and electrical equipment.

§ 6.1.3 The Cost of Work shall include an Owner's contingency fund of 5.0% of the total estimated Construction Cost of this Project in addition to the Contractors estimate of Construction Cost. The purpose of this fund will be to pay for any unanticipated changes that occur during the course of the design and construction of the Project.

§ 6.1.4 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid

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prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

§ 6.1.5 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposed or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost and the Owner's contingency to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 6.1.6 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 6.1.7 If the lowest bona fide bid exceeds the Owner's budget or negotiated proposal, the Owner shall:

.1 give written approval of an increase in such fixed limits; or
.2 authorize rebidding or renegotiating of the Project within a reasonable time; or
.3 terminate in accordance with Section 9.4; or
.4 cooperate in revising the project scope and quality as required to reduce the Construction Cost.

§ 6.1.8 If the Owner chooses to proceed under Section 6.1.8.4, the Owner will compensate the Architect for redesign to bring the project into budget.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license

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granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 AIA Wisconsin supports a policy of not allowing an outside agency, including but not limited to Contractors, reproduction companies, and Owners, permission to use an Architect's copyrighted documents, in either hard or electronic form, without prior agreement and to treat the release of these documents to Owners or any other outside agency as a service. Documents created by the Architect are copyrighted intellectual property and permission to duplicate or use these documents will not be granted without obtaining an inclusive liability release.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. The waiver applies to tort and contract actions and both parties agree to the contract language with full knowledge of Wisconsin Stat. 895.447.

§ 8.2 MEDIATION

§ 8.2.1 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

§ 8.3 ARBITRATION INTENTIONALLY DELETED (See Article 12)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement or certificates that the Architect reasonably determines to be unreasonable.

§ 10.4.1 The Architect will be totally indemnified on all certifications which are required to be signed on behalf of the Owner during the course of the Project.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit to Plunkett Raysich Architects LLP as the Designer in all publicity, presentation and public relation activities which mention the name of the facility.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to

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any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 Because of its standing as a professional firm, the Architect has complete authority over all content, graphics, and placement of all job site signs with the exception of those required in the interest of maintaining worker safety and the security of the facility.

§ 10.10 The Architect will not stamp drawings produced for any phase of this Project, or sign a Substantial Completion Statement under the terms of this Agreement until all invoices billed up to that point in the Project have been paid in full.

§ 10.11 The Architect accepts no liability for any plans or specifications produced under this Agreement until such drawings are stamped as approved by all relevant building department officials.

§ 10.12 Any hazardous waste or asbestos required to be removed, encapsulated or otherwise contained during the course of this Project will result in compensation to the Architect equaling 3.0 times above normal customary hourly billing rates for any plans, specification, or construction observation services provided. The Architect will additionally be indemnified from any and all liability associated with the removal, encapsulation or containment of hazardous waste or asbestos.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Flat fee of $270,000, if the cost of constriction is +/- 10% of $4,800,000 the fee will be adjusted accordingly.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Articles 4.2.1 and 4.2.4: Will be based upon the hourly rates stated in Section 11.7.
Article 4.2.2: Provide as Constructed Record Drawings for a fixed fee of $5,000.

Article 4.2.3: Provide Fast Track Construction Services for a fixed fee of $7,500 per Bid Package.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Based upon hourly rates stated in Section 11.7.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect times a multiplier of 1.10, or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Two	percent (	22	%)
Design Development Phase	Twenty-Eight	percent (	28	%)
Construction Documents Phase	Thirty-Two	percent (	32	%)
Bidding or Negotiation Phase	Three	percent (	03	%)
Construction Phase	Fifteen	percent (	15	%)

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Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly billing rates as of January 2013, subject to annual review:

Partner	$170 - $210	Project Architect	$ 90 - $135	Intern	$ 40 - $ 55
Senior Project Manager	$145 - $185	Project Executive	$110 - $145	Sr. Interior Designer	$ 95 - $130
Project Manager	$130 - $160	Architect	$ 80 - $125	Interior Designer	$ 55 - $100
(Table deleted)					
Senior Designer	$120 - $160	Project Spec. III	$ 75 - $115	Construct. Admin.	$135 - $190
Designer	$ 70 - $125	Project Spec. II	$ 65 - $ 80	Construct. Coord.	$ 75 - $ 85
Senior Project Architect	$120 - $160	Project Spec. I	$ 55 - $ 70	Engineer	$ 90 - $185

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;

.3 Fees paid for securing approval of authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, standard form documents; for periodic reviews, scans, courier services, electronic bid set management;

.5 Postage, handling and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Site office expenses; and

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants times a multiplier of 1.10 of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Ten Thousand Dollars - $10,000

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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User Notes:

(1177643825)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Prime rate as advertised on Wall Street plus 4% .

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.5 No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this Agreement. Should back-up data be requested it will be provided for an administrative fee of $100 per monthly invoice requiring verification, plus $1.00 per copy of back-up data supplied.

§ 11.10.6 All invoices will be formatted as in the attached example provided in Exhibit "B".

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

1. Section 8.2 is amended and restated to provide that the parties may, if agreed to by all parties at the time of a dispute, mediate a dispute on such terms as the parties shall agree to at that time. There is no requirement for mediation before a party can initiate litigation to enforce such party's rights under this Agreement or applicable law.

2. Section 8.3 is deleted from the Agreement and there is no requirement for any party to arbitrate any disputes. The parties may, if agreed to in writing by all parties at the time of a dispute, arbitrate any claim or dispute on such terms as the parties shall agree to at that time. There is no requirement for any arbitration in this Agreement and a party may initiate litigation to enforce its rights under this Agreement without any arbitration.

3. The parties agree that exclusive jurisdiction and venue for all actions arising out, or relating to this Agreement shall be in Kenosha County, Wisconsin, even if another venue would be more convenience for any parties or witnesses. The parties agree that this Agreement and all services to be performed under this Agreement shall be construed and enforced under the laws of the State of Wisconsin, without regard to any choice of law or principles.

4. "Time is of the essence" as to all dates and deadlines in this Agreement.

5. In the event of any litigation between the parties the prevailing party in the litigation shall be entitled to collect their reasonable attorneys fees and costs from the non-prevailing party.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
.2 AIA Document E201™–2007, Digital Data Protocol
.3 Exhibit "A" Initial Information
.4 Exhibit "B" Invoice Format

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User Notes: (725120077)

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER	**ARCHITECT: Plunkett Raysich Architects, LLP**
(Signature)	*(Signature)*
	Scott Kramer, AIA, NCARB Partner
(Printed name and title)	*(Printed name and title)*

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User Notes: (1177643825)

AIA® Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

New Pleasant Prairie Fire Station located in Pleasant Prairie, Wisconsin. Also renovate the existing station in Pleasant Prairie, WI converting the current apparatus bay and lower level of Village Hall to auditorium space.

PRA Project No. 104226-01

THE OWNER:
(Name, legal status and address)

Village of Pleasant Prairie
9915 39th Ave.
Pleasant Prairie, WI 53158
Telephone Number: 262 694-8027

THE ARCHITECT:
(Name, legal status and address)

Plunkett Raysich Architects, LLP
11000 West Park Place
Milwaukee, WI 53224

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

New Pleasant Prairie Fire Station and Renovation to convert the current apparatus bay and lower level of Village Hall to auditorium space for the Village.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

New 13,000 – 20,000 s.f. fire station renovate the apparatus bay of the existing fire station into an auditorium. Between $4,800,000 to $5,400,000.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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User Notes: (1702125933)

§ **A.1.4** The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

§ **A.1.5** The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Construction Manager as Constructor

§ **A.1.6** Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

ARTICLE A.2 PROJECT TEAM

§ **A.2.1** The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Mr. Tom Shircel
Asst. Village Administrator
Village of Pleasant Prairie
9915 39th Ave.
Pleasant Prairie, WI 53158
Telephone Number: 262 925-6715
Email Address: villageadmin@plprairie.com

§ **A.2.2** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

§ **A.2.3** The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

§ **A.2.4** The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Scott Kramer, AIA, NCARB
Plunkett Raysich Architects, LLP
11000 W. Park Place
Milwaukee, WI 53224
Phone No. 414 359-3060
Email Address: skramer@prarch.com

§ **A.2.5** The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ **A.2.5.1** Consultants retained under Basic Services:

.1 Structural Engineer

Pierce Engineers, Inc.
241 N. Broadway, Ste. 500
Milwaukee, WI 53202

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Telephone Number: 414 278-6060

.2 Plumbing/Fire Protection Engineer

Muermann Engineering, LLC
W227 N16867 Tille Lake Ct., Ste. 202
Jackson, WI 53037
Telephone Number: 262 677-4588

.3 HVAC Engineer

Fredericksen Engineering, Inc.
12308 Corporate Pkwy., Ste. 400
Mequon, WI 53092
Telephone Number: 262 243-9090

.4 Electrical Engineer

Muermann Engineering, LLC
W227 N16867 Tille Lake Ct., Ste. 202
Jackson, WI 53037
Telephone Number: 262 677-4588

§ **A.2.5.2** Consultants retained under Additional Services:

§ **A.2.6** Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

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User Notes: (1702125933)

AIA® Document E201™ – 2007

Digital Data Protocol Exhibit

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the Eighteenth day of November in the year Two Thousand and Thirteen
(In words, indicate day, month and year.)

BETWEEN:
(Name, address and contact information, including electronic addresses)

Plunkett Raysich Architects, LLP
11000 W. Park Place
Milwaukee, WI 53224
Telephone Number: 414 359-3060
Fax Number: 414 359-3070

AND:
(Name, address and contact information, including electronic addresses)

Village of Pleasant Prairie
9915 39th Ave.
Pleasant Prairie, WI 53158
Telephone Number: 262 694-8027

for the following Project:
(Name and location or address)

New Pleasant Prairie Fire Station located in Pleasant Prairie, Wisconsin. Also renovate the existing station in Pleasant Prairie, WI converting the current apparatus bay and lower level of Village Hall to auditorium space.

PRA Project No. 104226-01

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 PROJECT PROTOCOL TABLE

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

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User Notes: (1630626662)

§ 1.2 DEFINITIONS

§ 1.2.1 Digital Data. Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.2.2 Confidential Information. Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

§ 1.2.3 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, "written" or "in writing" shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data.

ARTICLE 3 PROJECT PROTOCOL TABLE

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.
(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
§ 3.1.1 Project Agreements and Modifications						
§ 3.1.2 Project communications						
General communications	W	OA	EM	OAC	S	
Meeting notices	W	OA	EM	OAC	S	
Agendas	W	OA	EM	OAC	S	
Minutes	W	OA	EM	OAC	S	
Requests for information	W	OA	EM	OAC	S	
Other:	W	OA	EM	OAC	S	
§ 3.1.3 Architect's pre-construction submittals	W	OA	EM	OAC	S	
Schematic Design Documents	W/PDF/	OA	EM/PS	OAC	S	

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User Notes: (1630626662)

	CAD					
Design Development Documents	W/PDF/ CAD	OA	EM/PS	OAC	S	
Construction Documents	W/PDF /CAD	OA	EM/PS	OAC	S	
§ 3.1.4 Architect's Drawings and Specifications						
Contract Documents	W	OA	EM/PS	OAC	S	
Drawings	CAD/ PDF	OA	EM/PS	OAC	S	
Specifications	W	OA	EM/PS	OAC	S	
Other:						
§ 3.1.5 Contractor's submittals	PDF	C	EM	OAC	S	
Product data		C	EM	OAC	S	
Submitted by Contractor	PDF	C	EM	OAC	S	
Returned by Architect	PDF	C	EM	OAC	S	
Shop drawings						
Submitted by Contractor	PDF	C	EM	OAC	S	
Returned by Architect	PDF	A	EM	OAC	M	
Other submittals:	PDF	C	EM	OAC	S	
§ 3.1.6 Modifications						
Architect's Supplemental Instructions	W/PDF	OA	EM	OAC	S	
Requests for proposal	W/PDF	OA	EM	OAC	S	
Proposal	W/PDF	OA	EM	OAC	S	
Modification communications	W/PDF	OA	EM	OAC	S	
§ 3.1.7 Project payment documents						
§ 3.1.8 Notices and Claims						
Other:						
§ 3.1.9 Closeout documents	W/PDF	OAC	EM/PS	OAC	S	
Record documents	W/PDF	OAC	EM/PS	OAC	S	

§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS

(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)

Data Format:
(Provide required data format, including software version.)
W .doc, Microsoft® Word 2002 or later

Transmitting Party:
O Owner
A Architect / Consultant
C Contractor

Transmission Method:
EM Via e-mail
EMA As an attachment to an e-mail transmission
CD Delivered via Compact Disk
PS Posted to Project Web site
FTP FTP transfer to receiving FTP server

Receiving Party:
O Owner
A Architect / Consultant

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User Notes: (1630626662)

C Contractor

Permitted Uses:
(Receiving Party's permitted use(s) of Digital Data)
S Store and view only
R Reproduce and distribute
I Integrate (incorporate additional digital data without modifying data received)
M Modify as required to fulfill obligations for the Project

Notes:
(List by number shown on table.)

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User Notes: (1630626662)

EXHIBIT "B"

Company
Address 1
Address 2
Address 3

Date
Invoice No.
Project No.

Attn: Recipient

Re: **Project Name**
Architectural Fixed Fee: $0.00
Plus Reimbursable Expenses

For professional services rendered for the period from Beginning Date to End Date

Fee Charges

Contract Amount	% Complete to Date	Amount Earned	Previously Billed	Billed this Invoice
$0.00	0%	$0.00	$0.00	$0.00

Total Fee **$0.00**

Reimbursable Expenses

Printing and Plotting	$0.00
Plan Exam Fees	$0.00
Shipping/Postage	$0.00
Travel Expense	$0.00

Total Reimbursable Expenses **$0.00**

Total Current Billing **$0.00**

Project Summary:

	Previous Billed	Current Period	To Date
PRA Fees	$0.00	$0.00	$0.00
Consultants	$0.00	$0.00	$0.00
Total A/E Fees	$0.00	$0.00	$0.00
Reimbursables	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00

Date: December 2, 2013

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

From: Chris Lopour
Communications Director

RE: Printing and mailing services for the 2014 Village Newsletter (January to December)

In the interest of securing the most competitive responsible bid for printing and mailing services (not including postage) for the monthly Village Newsletter, we have requested proposals for annual printing of the 2014 Village Newsletter for the months of January through December. On October 30, a request for proposal was sent to a pool of area printers that have the equipment to perform this type of project in a cost effective manner. The request was also posted to Vendornet, which distributed the request to a long list of vendors throughout the State. By the deadline, Wednesday, November 20, seven (7) sealed bids had been received. One (1) additional bid was received, however, it was not considered, as it was not submitted as a sealed bid.

Vesna Savic and I opened sealed bids on the afternoon of Wednesday, November 20. Information from the seven sealed bids received appears on the attached spreadsheet.

Recommendation:
Considering that the majority of issues during 2014 are expected to be 8-page, 2-color issues, the lowest bidder was InTech (the commercial side of Inland Printing) of LaCrosse, Wisconsin. The InTech bid returned for an 8-page issue is $1,300.00. InTech will honor their bid throughout the period of the contract and will meet the other stated selection criteria.

LaCrosse Graphics had been the vendor for the 2011, 2012 and 2013 Village Newsletters. While I haven't worked with InTech before, the sales rep for InTech is familiar with the job, as he used to work for LaCrosse Graphics.

It is my recommendation that the contract for printing and mailing services for the 2014 Village Newsletter be awarded to InTech.

Bids Received for 2014 Village Newsletter Printing/Mailing Services

Vendor Name	Location	12-page issue*	8-page issue*	4-page issue*	Can meet 4-day turnaround consistently	Charge for overruns	Charge for requested changes	Per issue cost honored throughout the year	Exceptions
The Scan Group	Waukesha, WI	$3,360.00 *$3,848.00*	**$1,880.00** *$2,335.00*	$1,334.00 *$1,565.00*	Not a problem	minimal/no charge	$50/hr & $5/PDF proof	Yes	None
Ries Graphics	Butler, WI	$2,437.00 *$2,758.00*	**$1,757.00** *$2,035.00*	$1,449.00 *$1,749.00*	Yes	only charged if requested	quote/proceed w/approval	Yes	None
Ripon Printers	Ripon, WI	$2,334.00 *$3,018.00*	**$1,975.00** *$2,544.00*	$1,748.00 *$1,930.00*	Didn't supply	Didn't supply	Didn't supply	Didn't supply	None
InTech	LaCrosse, WI	$2,110.00 *$2,485.00*	**$1,300.00** *$1,510.00*	$985.00 *$1,060.00*	Yes	only charged if requested	included, unless excessive	Yes	None
Haapanen Brothers	Gurnee, IL	$2,770.00 *$3,300.00*	**$2,010.00** *$2,350.00*	$1,290.00 *$1,500.00*	Yes	only charged if requested	quote/proceed w/approval	Yes	None
LaCrosse Graphics	LaCrosse, WI	$2,170.38 *$2,810.99*	**$1,443.42** *$1,849.06*	$1,142.43 *$1,374.85*	Yes (some issues in past)	no	quote/proceed w/approval	Yes	None
Badger Press Photographics	Kenosha, WI	$2,155.00 *$2,630.00*	**$1,480.00** *$1,860.00*	$1,055.00 *$1,375.00*	Yes	can request no overs	$50/hr	Yes	None

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

Staff Report

To: Village Board Members
CC: Mike Pollocoff, Village Administrator
Carol Willke, Director of Recreation
Kathy Goessl, VPP Finance Director
From: Chris Finkel, Asst. Director of Recreation

Date: 11/22/2013
Re: Chapter 242: Parks and Recreation Ordinance Modifications

---

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

§ 242-9. LakeView RecPlex.
A. User charges for LakeView RecPlex
The amendment to this section of the ordinance is the addition/changes of new options to membership.
(23)
B. A second level, ***"Exercise Membership***" may be added to any Primary, Spouse and Youth (14 year of age and older) ***Experience Membership*** for an additional monthly fee of ~~$35~~ $50. The "***Exercise Membership"*** level includes free access to all group fitness classes, mind/body, aquatic fitness, trainer led classes, unlimited tanning per State or Wisconsin Guidelines and other benefits as approved by Recreation Director, Village Administrator, and Village Finance Director.

C. A third level, "***Excellence Membership"*** may be added to any Primary, Spouse and Youth (18 years of age and older) ***Experience Membership*** or ***Exercise Membership*** and will include a discounted rate for Personal training, based on a 6 month commitment. Personal training will be billed at $48ea. session for one time per week and $44 ea. session for two times per week ~~for an additional monthly fee of $55. The ***Excellence Membership*** includes free access to all group fitness classes, unlimited tanning per State of Wisconsin Guidelines~~ and other benefits as approved by Recreation Director, Village Administrator, and Village Finance Director.

B. (1) Rental Rates
The amendment to this section of the ordinance is the addition new rental options and changes of fees. Per attached pricing schedule included in this ordinance change.

C. Program Rates
The amendment to this section of the ordinance is the addition of new Programs, Deletion programs and changes of fees. Per attached pricing schedule included in this ordinance change.

D. (2) Program Services
The amendment to this section of the ordinance is the addition of new services, deletions of other services and changes of fees. Per attached pricing schedule included in this ordinance change.

These ordinance changes will be recommended to the Village Board on the 2nd of December, 2013. Thank you for your consideration.

ORDINANCE #13-54

ORDINANCE TO AMEND CHAPTER 242 OF THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN RELATING TO RECPLEX FEES

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

§ 242-9. LakeView RecPlex.

A. User charges for LakeView RecPlex

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

(23) B. A second level, ***"Exercise Membership***" may be added to any Primary, Spouse and Youth (14 year of age and older) ***Experience Membership*** for an additional monthly fee of ~~$35~~ $50. The "***Exercise Membership"*** level includes free access to all group fitness classes, mind/body, aquatic fitness, trainer led classes, unlimited tanning per State or Wisconsin Guidelines and other benefits as approved by Recreation Director, Village Administrator, and Village Finance Director.
C. A third level, "***Excellence Membership"*** may be added to any Primary, Spouse and Youth (18 years of age and older) ***Experience Membership*** or ***Exercise Membership*** and will include a discounted rate for Personal training, based on a 6 month commitment. Personal training will be billed at $48ea. session for one time per week and $44 ea. session for two times per week ~~for an additional monthly fee of $55. The ***Excellence Membership*** includes free access to all group fitness classes, unlimited tanning per State of Wisconsin Guidelines~~ and other benefits as approved by Recreation Director, Village Administrator, and Village Finance Director.

B. (1) Rental Rates

The amendment to this section of the ordinance is the addition new rental options and changes of fees. Per attached pricing schedule included in this ordinance change.

C. Program Rates

The amendment to this section of the ordinance is the addition of new Programs, Deletion programs and changes of fees. Per attached pricing schedule included in this ordinance change.

D. (2) Program Services

The amendment to this section of the ordinance is the addition of new services, deletions of other services and changes of fees. Per attached pricing schedule included in this ordinance change.

Passed and adopted this 2nd day of December 2013.

_____
John P. Steinbrink, President

Attest:

_____
Jane M. Romanowski, Clerk

Posted:_____

RecPlex
Program Fees

Recommend:12-2-2013

			~~online reg discount~~	Program Fees			Fee Changes	
Category	Program	Charge Per	~~xx~~	Member	Non-Member	~~Early Bird (1)~~	M	NM
AQ: Aqua Fitness	Aqua Fitness: 8 week session	Session		30.0	58.0		-	10
AQ: Aqua Fitness	Aqua Fitness: 7 week session	Session		27.0	53.0		-	10
AQ: Aqua Fitness	Aqua Fitness: 6 week session	Session		25.0	51.0		-	10
AQ: Aqua Fitness	Aqua Fitness: 5 week session	Session		22.0	45.0		-	10
Fitness: Mind/Body-Group	Group Fitness: Mind/Body -Group	Monthly		28.0	n/a		new	n/a
Fitness: Signature-Trainer Led Group	Fitness: Signature-Trainer Led Group-1st class regis	Monthly		43.0	n/a		new	n/a
Fitness: Signature-Trainer Led Group	Fitness: Signature-Trainer Led Group-2nd class regis	Monthly		33.0	n/a		new	n/a
Fitness: Signature-Trainer Led Group	Fitness: Signature-Trainer Led Group-3rd class regis	Monthly		23.0	n/a		new	n/a
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: Monthly session~~	~~Monthly~~		~~20.0~~	~~29.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: level 1: 8 week session~~	~~Session~~	~~xx~~	~~30.0~~	~~48.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: level 1: 7 week session~~	~~Session~~	~~xx~~	~~27.0~~	~~43.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: level 1: 6 week session~~	~~Session~~	~~xx~~	~~25.0~~	~~41.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: level 1: 5 week session~~	~~Session~~	~~xx~~	~~22.0~~	~~35.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: level 2: 8 week session~~	~~Session~~	~~xx~~	~~45.0~~	~~70.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: level 2: 7 week session~~	~~Session~~	~~xx~~	~~40.0~~	~~62.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: level 2: 6 week session~~	~~Session~~	~~xx~~	~~35.0~~	~~54.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: level 2: 5 week session~~	~~Session~~	~~xx~~	~~30.0~~	~~46.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: level 3: 8 week session~~	~~Session~~	~~xx~~	~~59.0~~	~~82.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: level 3: 7 week session~~	~~Session~~	~~xx~~	~~52.0~~	~~72.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Fitness 4 Kids~~	~~Fitness 4 Kids: level 3: 6 week session~~	~~Session~~	~~xx~~	~~45.0~~	~~63.0~~	~~(5)~~	~~-~~	~~-~~
Fitness: Fitness 4 Kids	Fitness 4 Kids: level 3: 5 week session	Session	xx	38.0	53.0	~~(5)~~	-	-
~~Fitness: Group~~	~~Group Fitness: Core: 8 week session~~	~~Session~~	~~xx~~	~~30.0~~	~~48.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Group~~	~~Group Fitness: Core: 7 week session~~	~~Session~~	~~xx~~	~~27.0~~	~~43.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Group~~	~~Group Fitness: Core: 6 week session~~	~~Session~~	~~xx~~	~~25.0~~	~~41.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Group~~	~~Group Fitness: Core: 5 week session~~	~~Session~~	~~xx~~	~~22.0~~	~~35.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Group~~	~~Group Fitness: Specialty: 8 week session~~	~~Session~~	~~xx~~	~~51.0~~	~~83.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Group~~	~~Group Fitness: Specialty: 7 week session~~	~~Session~~	~~xx~~	~~46.0~~	~~75.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Group~~	~~Group Fitness: Specialty: 6 week session~~	~~Session~~	~~xx~~	~~42.0~~	~~66.0~~	~~(5)~~	~~-~~	~~-~~
~~Fitness: Group~~	~~Group Fitness: Specialty: 5 week session~~	~~Session~~	~~xx~~	~~36.0~~	~~56.0~~	~~(5)~~	~~-~~	~~-~~
~~**Fitness: Group**~~	~~**Group Fitness: Basic Passport Fitness Mix: Core**~~	~~**Session**~~	~~xx~~	~~82.0~~	~~168.0~~	~~(5)~~	~~-~~	~~-~~
~~**Fitness: Group**~~	~~**Group Fitness: Basic Passport Fitness Mix: Core**~~	~~**Session**~~	~~xx~~	~~72.0~~	~~148.0~~	~~(5)~~	~~-~~	~~-~~
~~**Fitness: Group**~~	~~**Group Fitness: Basic Passport Fitness Mix: Core**~~	~~**Session**~~	~~xx~~	~~62.0~~	~~128.0~~	~~(5)~~	~~-~~	~~-~~
~~**Fitness: Group**~~	~~**Group Fitness: Basic Passport: Fitness Mix: Core**~~	~~**Session**~~	~~xx~~	~~52.0~~	~~108.0~~	~~(5)~~	~~-~~	~~-~~
~~**Fitness: Group**~~	~~**Group Fitness: Ultimate Passport: Fitness Mix: T**~~	~~**Session**~~	~~xx~~	~~132.0~~	~~232.0~~	~~(5)~~	~~-~~	~~-~~

Fitness: Group	Group Fitness: Ultimate Passport: Fitness Mix: T	Session	xx	118.0	208.0	(5)	-	-
Fitness: Group	Group Fitness: Ultimate Passport: Fitness Mix: T	Session	xx	102.0	178.0	(5)	-	-
Fitness: Group	Group Fitness: Ultimate Passport: Fitness Mix: T	Session	xx	88.0	148.0	(5)	-	-
Fitness: Group	Group Fitness: Core: Daily	Daily		5.0	9.0		-	-
Fitness: Group	Group Fitness: Core: 5 pak	Daily		23.0	42.0		-	-
Fitness: Group	Group Fitness: Core: 10 pak	Daily		43.0	81.0		-	-
Fitness: Group	Group Fitness:Specialty: Daily	Daily		8.0	13.0		-	-
Fitness: Group	Group Fitness: Specialty: 5 pak	Daily		38.0	62.0		-	-
Fitness: Group	Group Fitness: Specialty: 10 pak	Daily		72.0	117.0		-	-
Fitness: Group Training	Group Fitness: Grp Training: Daily	Daily		8.0	12.0		NEW	NEW
Fitness: Group Training	Group Fitness: Grp Training: Daily	Daily		10.0	14.0		NEW	NEW
Fitness: Group Training	Group Fitness:Grp Training: Daily	Daily		12.0	16.0		2	1
Fitness: Group Training	Group Fitness: Grp Training: 5 pak	Daily		55.0	82.0			
Fitness: Group Training	Group Fitness: Grp Training: 10 pak	Daily		109.0	135.0			
Fitness: Group Training	Group Fitness: Grp Training: 30 min: 4 week	Daily		19.0	39.0		NEW	NEW
Fitness: Group Training	Group Fitness: Grp Training: 45 min: 4 week	Daily		29.0	49.0		NEW	NEW
Fitness: Group Training	Group Fitness: Grp Training: 60 min: 4 week	Daily		39.0	59.0		NEW	NEW
Fitness: Group	Group Fitness: Demo Week: Daily	Daily		NA	5.0			-
Fitness: Group Training	Group Training: 1 days: 8 week Session	Session	xx	79.0	129.0	(5)		
Fitness: Group Training	Group Training: 1 days: 7 week Session	Session	xx	70.0	114.0	(5)		
Fitness: Group Training	Group Training: 1 days: 6 week Session	Session	xx	61.0	99.0	(3)		
Fitness: Group Training	Group Training: 1 days: 5 week Session	Session	xx	52.0	84.0	(3)		
Fitness: Group Training	Group Training: 1 days: per session	Session	xx	11.0	16.0	(3)		
Fitness: Group Training	Group Training: 2 days: 8 week Session	Session	xx	157.0	260.0	(5)		
Fitness: Group Training	Group Training: 2 days: 7 week Session	Session	xx	138.0	228.0	(5)		
Fitness: Group Training	Group Training: 2 days: 6 week Session	Session	xx	119.0	196.0	(5)		
Fitness: Group Training	Group Training: 2 days: 5 week Session	Session	xx	100.0	164.0	(5)		
Fitness: Group Training	Group Training: 3 days: 8 week Session	Session	xx	231.0	386.0	(5)		
Fitness: Group Training	Group Training: 3 days: 7 week Session	Session	xx	203.0	338.0	(5)		
Fitness: Group Training	Group Training: 3 days: 6 week Session	Session	xx	175.0	290.0	(5)		
Fitness: Group Training	Group Training: 3 days: 5 week Session	Session	xx	146.0	242.0	(5)		
Fitness: Group Training	Group Training: Corporate: 16 sessions	Session		136.0	NA	(5)		
YTH: Camp	Summer Camp full day: weekly 6:00-6:30pm	Weekly		153.0	190.0		9	12
YTH: Camp	Summer Camp Full day: daily	Daily		40.0	50.0		5	5
YTH: Camp	Summer Camp full day: weekly 6:00-6:30pm	Weekly		153.0	190.0		9	12
YTH: Camp	Summer Camp Half day: daily 6:00am-12:00 or 12:3	Daily		25.0	30.0		2	3
YTH: Camp	Summer Camp half day: weekly 6:00am-12:00 or 1	Weekly		90.0	125.0		5	5
YTH: Days Off	Days Off: Daily Fee	Daily		34.0	42.0		6	8
YTH: Days Off	Days Off: 2 day package	2 days		68.0	84.0		12	16
YTH: Days Off	Days Off: 3 day package	3 days		102.0	126.0		18	24

YTH: Days Off	Days Off: 4 day package	4 days		136.0	168.0		(13)	(16)
YTH: Days Off	Days Off: 5 day package	5 days		155.0	190.0		(2)	-
YTH: Days Off	Days Off: 6 day package	6 days		186.0	228.0		7	12
YTH: Days Off	Days Off: 7 day package	7 days		217.0	266.0		16	24
YTH: Days Off	Days Off: 8 day package	8 days		248.0	304.0		25	36
YTH: Preschool	Preschool U: Full Day: 2 days	Weekly		77.0	99.0		1	1
YTH: Preschool	Preschool U: Summer Camp: Full Day: 3 days	Weekly		112.0	135.0		(4)	(6)
YTH: Preschool	Preschool U: Summer Camp: Full Day: 2 days	Weekly		77.0	99.0		(2)	(5)
YTH: Preschool	Preschool U: Summer Camp: Half Days: 3 days	Weekly		77.0	97.0		(4)	(4)

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

No Early bird Fee/No online registration discount

RecPlex
Indoor Recreation Facility, Equipment, and Services

Recommend 12-2-2013

			Program Fees	gram Fees 2	Fee Changes	
Category	Program	Charge Per	Member	Non-Member	Member	Non-Member
Facility: Indoor	Multipurpose room: 1 room	hour	$ 30	$ 40	$ 5	$ 5
Service	**Parking Hangtag**	**each**	**$30**		new	

RecPlex
Program Services

Recommend 12-2-2013

			Service Fees	ervice Fees 20	Service Information	
Category	Program	Charge Per	Member	Non-Member	# of times	Length of Time-Minutes
Fitness: Misc	TNT Fitness Passport: ~~Monthly~~ One time fee	Session	50		3	60
Fitness: PT/Sports Performance	Personal Training: 1 hour---8sessions	Hour	54	60	8	60
Fitness: PT/Sports Performance	Personal Training: 1 hour---16sessions	Hour	51	60	16	60
Fitness: PT/Sports Performance	Small Grp Training: 1 hour---8 sessions	Hour	28	32	8	60
Fitness: PT/Sports Performance	Small Grp Training: 1 hour---16 sessions	Hour	26	30	16	60
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 1: 3 hour~~	~~Hour~~	~~55~~	-	~~1~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 1: 5 hour~~	~~Hour~~	~~52~~	~~55~~	~~6~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 1: 10 hour~~	~~Hour~~	~~49~~	~~50~~	~~12~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 1: 20 hour~~	~~Hour~~	~~46~~	~~50~~	~~12~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 2: 1 hour~~	~~Hour~~	~~63~~	~~68~~	~~1~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 2: 3 hour~~	~~Hour~~	~~63~~	-	~~1~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 2: 5 hour~~	~~Hour~~	~~59~~	~~63~~	~~6~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 2: 10 hour~~	~~Hour~~	~~56~~	~~58~~	~~12~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 2: 20 hour~~	~~Hour~~	~~53~~	~~50~~	~~12~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 3: 1 hour~~	~~Hour~~	~~71~~	~~76~~	~~1~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 3: 3 hour~~	~~Hour~~	~~71~~	-	~~1~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 3: 5 hour~~	~~Hour~~	~~67~~	~~71~~	~~6~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 3: 10 hour~~	~~Hour~~	~~64~~	~~66~~	~~12~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Personal Training: Level 3: 20 hour~~	~~Hour~~	~~61~~	~~50~~	~~12~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Small Grp Training: Level 1: 3 hour~~	~~Hour~~	~~28~~	~~32~~	~~1~~	~~60~~

~~Fitness: PT/Sports Performance~~	~~Small Grp Training: Level 1: 5 hour~~	~~Hour~~	~~26~~	~~30~~	~~6~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Small Grp Training: Level 1: 10 hour~~	~~Hour~~	~~25~~	~~28~~	~~12~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Small Grp Training: Level 2: 3 hour~~	~~Hour~~	~~32~~	~~35~~	~~1~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Small Grp Training: Level 2: 5 hour~~	~~Hour~~	~~30~~	~~33~~	~~6~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Small Grp Training: Level 2: 10 hour~~	~~Hour~~	~~28~~	~~42~~	~~12~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Small Grp Training: Level 3: 3 hour~~	~~Hour~~	~~37~~	~~38~~	~~1~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Small Grp Training: Level 3: 5 hour~~	~~Hour~~	~~35~~	~~71~~	~~6~~	~~60~~
~~Fitness: PT/Sports Performance~~	~~Small Grp Training: Level 3: 10 hour~~	~~Hour~~	~~33~~	~~66~~	~~12~~	~~60~~
~~Fitness: Training Club~~	~~Running Club or Multi-Sport Club~~	~~Quarterly~~	~~15~~	~~NA~~	~~-~~	~~-~~
~~Fitness: Training Club~~	~~Running Club & Multi-Sport Club Combo~~	~~Hour~~	~~15~~	~~NA~~	~~-~~	~~-~~
Fitness: Tanning	Single Session	One Time	5		1	12
Fitness: Tanning	10 session series sale	Ten Times	40		10	12
~~Fitness: Tanning~~	~~10 session series sale~~	~~Ten Times~~	~~75~~		~~10~~	~~12~~
~~Fitness: Tanning~~	~~15 session series sale~~	~~15 Times~~	~~105~~		~~15~~	~~12~~
~~Fitness: Tanning~~	~~25 session series sale~~	~~25 Times~~	~~165~~		~~25~~	~~12~~
Fitness: Tanning	Unlimited Montly series sale	30 Times	45		30	12
Fitness: Tanning	Unlimited Yearly series sale	365	99		30	12
Youth Services	Kids Court Fees: Yearly Registraion fee	Yearly	16.00	15.00	-	n/a
Youth Services	Kids Court Fees: 1 hour	Hour	-	6.00	1	n/a
Youth Services	Kids Court Fees: 2.25 hour pass	Hour	-	13.00	1	n/a
Youth Services	Kids Court Fees: 5 hour pass	Hour	-	27.50	1	n/a
Youth Services	Kids Court Card: 10 hour Pass	Hour	-	52.50	1	n/a
Youth Services	Kids Court Card: 20 hour pass	Hour	-	100.00		n/a
Youth Services	Kids Court: Late Fee	15 minutes	5.00	5.00	NA	n/a
Youth Services	Kids Court: Late Closing Pick-up	One time	5.00	5.00	NA	n/a
Youth Services	Lil' Tykes Fees: 1 hour = $4.25/hr - $6.50/hr	Hour	4.50	6.00	1	n/a
Youth Services	Lil' Tykes Fees: 2.25 hour pass = $3.75/hr - $5.75	Hour	9.00	13.00	1	n/a
Youth Services	Lil' Tykes Fees: 5 hour pass = $3.5/hr - $5.5	Hour	18.50	27.50	1	n/a
Youth Services	Lil' Tykes Fees: 10 hour Pass = $3.25/hr - $5.25	Hour	34.50	52.50	1	n/a
Youth Services	Lil' Tykes Fees: 20 hour Pass = $3/hr - $5	Hour	65.00	100.00	1	n/a

Office of the Village
Fire & Rescue Chief
Doug McElmury

To: Michael Pollocoff, Village Administrator; and Members of the Village Board

From: Doug McElmury, Chief

CC: Jane Romanowski, Village Clerk

Date: November 25, 2013

Re: Ambulance Fee and Permit Fee Revisions

The Fire & Rescue Department is requesting to make changes to the Village Ordinance pertaining to the Fire & Rescue Department. Changes include:

1. Update the Ambulance Fee Structure as adopted by the Village Board as part of the 2014 Budget. This is entails increasing all of the base rates by $200.

2. Change the name of 180-17 from “Automatic fire sprinkler fees” to “Fire Protection System and Tank Fees” to more accurately reflect the content of the chapter.

3. Update the Fire Alarm, Fire Sprinkler, Hood System and Special Fire Protection System Fee Structure as adopted by the Village Board as part of the 2014 Budget. This entails raising the existing fees by 20% and standardizing the billable hourly rate to $110 per hour.

Recommendation:

Adopt changes as outlined on the attached documents.

ORDINANCE #13-55

ORDINANCE TO AMEND CHAPTER 180 OF THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE RELATING TO FIRE & RESCUE FEES

BE IT ORDAINED AND ESTABLISHED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 180 of the Municipal Code is hereby created as follows:

§ 180-15. Ambulance service rates.

C. Fees for outlying areas (with a mutual aid agreement). In all cases where the emergency service of the Village is summoned in response to an emergency call in areas outside the Village where a mutual aid agreement does exist, every person receiving such emergency service, the administration of medical drugs and disposable medical equipment used in attending at the scene of the incident and transporting such person to an emergency hospital shall be charged for such service, ~~unless such person is a resident of the aided community or an employee who is injured or becomes ill on the premises of such business subject to the municipal levy of the aided community.~~ consistent with the applicable mutual aid agreement.

Description:	**Fee**
Resident Rates	
Basic life support	$~~535~~735
Mileage, per loaded miles traveled	$14
Basic life support, without transport	$~~435~~635
Advanced life support	$~~775~~975
Mileage, per loaded miles traveled	$14
Advanced life support, without transport	$~~435~~635
Advanced life support, paramedic intercept fee	$~~775~~975
Description:	**Fee**
Nonresident Rates	
Basic life support	$~~635~~835

Description:	Fee
Nonresident Rates	
Mileage, per loaded miles traveled	$14
Basic life support, without transport	$~~535~~735
Advanced life support	$~~875~~1,075
Mileage, per loaded miles traveled	$14
Advanced life support, without transport	$~~535~~735
Advanced life support, paramedic intercept fee	$~~875~~1,075

§180-17. ~~Automatic fire sprinkler fees~~. Fire Protectin Systems and Tank Fees.

A. Automatic fire sprinkler systems.

(1) The permit fee is based on the total number of sprinklers. The fee structure shall apply to both new systems and existing systems undergoing revision.

Number of Sprinklers	Permit Fee
1 to 20	$ ~~393~~472
21 to 100	$ ~~779~~935
101 to 200	$ ~~1073~~1,288
201 to 300	$ ~~1,121~~1,345
301 to 500	$ ~~1,810~~2,172
Over 500	$ ~~1,810~~2,172 + $ ~~1.50~~1.80 each sprinkler over 500

B. Fire protection equipment.

(1) Fire protection underground:

	Distance (feet)	Fee
(a)	0 to 200	$ ~~466~~560
(b)	201 to 500	$ ~~533~~640
(c)	501 to 999	$ ~~600~~720
(d)	1,000 or more	$ ~~666~~799

(2) Fire hydrants: $~~100~~ 120 each.

C. Gas suppression and dry chemical system permit fees. The fee is based on the total pounds of suppression agent used.

Pounds of Suppression Agent	Fee
1 to 50	$ ~~434~~521
51 to 100	$ ~~460~~552
101 to 200	$ ~~581~~697
201 to 300	$ ~~726~~871
301 to 400	$ ~~835~~1,002
401 to 500	$ ~~872~~1,046
501 to 750	$ ~~1,017~~1,220
751 to 1,000	$ ~~1,235~~1,482
Over 1,000	$ ~~1,235~~1,482 + $0~~..61~~.73 each pound of agent over 1,000 pounds

D. Restaurant wet chemical systems.

Number of Nozzles	Permit Fee
1 to 15	$ ~~523~~628

Number of Nozzles	Permit Fee
16 to 30	$ ~~721~~865
31 to 50	$ ~~919~~1,103
Over 50	$ ~~919~~ 1,103 plus $ ~~18.37~~22.00 for each nozzle over 50

E. Restaurant mechanical hood and duct systems.

(1) Restaurant system: $~~627~~ 752 per hood.

(2) Each additional system or hood reviewed at the same time, for the same building: $ ~~327~~ 392 per hood.

F. Smoke control / management / exhaust systems.

(1) Smoke control system: $ ~~1,100~~1,320 per system, plus hourly rate of $ 110 per hour.

G. Fire detection and alarm systems. The permit fee is based on the total number of devices:

Number of Devices	Fee
1 to 10	$ ~~429~~515
11 to 25	$ ~~638~~766
26 to 50	$ ~~836~~1,003
51 to 75	$ ~~979~~1,175
76 to 100	$ ~~1,272~~1,526
101 to 125	$ ~~1,584~~1,900
Over 125	$ ~~1,584~~1,900+ $~~5~~ 6 per additional device over 125

H. Standpipe systems and fire pumps.

(1) Standpipe permit fee: $ ~~330~~ 396 per standpipe.

(2) Fire pump permit fee: $ ~~413~~ 496 per fire pump.

N. Witness of test fees.

(2) Dry pipe and double interlock system(s) air test of 24 hours shall require an additional permit fee of $ ~~193~~232.

O. Fees to witness retest of systems listed above:

(1) One-hour test: $ ~~105~~ 110.

(2) Two-hour test: $ ~~200~~220.

(3) Each additional hour: $ ~~105~~110.

U. Overtime fees.

(1) This fee will apply to all fire-protection systems (sprinkler, detection, alarms, etc.), testing and occupancy inspections.

(a) Tests required before 8:00 a.m. or after 5:00 p.m., Monday through Friday.

(b) Weekends.

(2) The fee will be assessed at 1.5 times the hourly rate of $ ~~105~~ 110 with a minimum charge of two hours.

V. Village holidays.

(1) A Village holiday is any weekday that the Village Hall is closed.

(2) The fee will be assessed at two times the hourly rate of $ ~~105~~110, with a minimum charge of two hours.

Passed and adopted this 7th day of October, 2013.

_____
John P. Steinbrink, President

Attest:

_____
Jane M. Romanowski, Clerk

Posted:_____

RESOLUTION #13-27

RESOLUTION RELATING TO AMENDMENT OF THE 2013 BUDGET

WHEREAS, the Village Board of the Village of Pleasant Prairie, authorizes amendments to the 2013 Budget, and;

WHEREAS, it is necessary to make certain adjustments in departmental budgets prior to the end of the fiscal year, and;

WHEREAS, certain expenses of the Fire & Rescue department has exceeded budget, but has been offset by an increase in revenue;

WHEREAS, a budget amendment is necessary to increase budgeted expenses and respectively increase budgeted revenue the same amount to compensate for the increase in expenses and;

WHEREAS, the 2013 budget in total remains unchanged;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Pleasant Prairie hereby authorizes amendments to the 2013 Budget.

Passed this 2nd of December, 2013

_____
John P. Steinbrink, President

Attest:

_____
Jane M. Romanowski, Village Clerk

Posted: _____

2013 Budget Amendment Request

Journal Lines

Line	PA Type	Project Account	Org	Object	Project	Description	Comment	Eff Date	I/D	Amount
1			10522210	500275		Fire Sprinkler Plan Review	Increased number of permits	11/15/2013	I	50,000.00
2			10522210	500350		Minor Equipment/Tool Replacemt	Sold more Knox Boxes	11/15/2013	I	5,000.00
3			10442210	443004		Fire Dept. Permits	Increased income due to permit	11/15/2013	I	55,000.00

Office of the Village
Director of Human Resources
Carol Willke

TO: Village Board
Michael Pollocoff, Village Administrator

Consider amendment to the Village of Pleasant Prairie Employee Handbook to update the Part-time Vacation Policy.

PART-TIME EMPLOYEES

All part-time employees in eligible job categories and who average at least twenty-five (25) hours per week (seven (7) consecutive days from Sunday to Saturday) of service in the previous calendar year will be entitled to 25 hours of vacation to be used the following year. Eligibility will be evaluated yearly.

- All part-time employees who have twelve (12) months of continuous service by January 1 shall receive twenty-five (25) hours of vacation pay at regular rate.
- All part-time employees having had three (3) years or more of service shall receive fifty (50) hours of vacation pay at regular rate.
- All part-time employees with seven (7) years or more of service shall receive seventy-five (75) hours of vacation during such calendar year.

Eligible job categories include all non-seasonal part–time positions in the following departments or with following job classifications:

- Administrative Assistants/Clerks
- Department of Public Works
- Fire and Rescue
- Information Technology
- Public Safety
- RecPlex-Coordinators, Supervisors, Administration, PreSchool, Custodians and Guest Services.

Employees must schedule their vacation with their immediate supervisor. Employees cannot accrue or carryover vacation time beyond December 31 of any year. Unused vacation will be lost.

Office of Village Clerk

MEMORANDUM

TO: Village Board Trustees

FROM: Jane M. Romanowski
Village Clerk

DATE: November 25, 2013

RE: 2014 Mobile Home Park Licenses

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

Attached is a combined inspection report from the Community Development and Building Inspection Departments with respect to existing zoning and building code violations found in the Scotty's Mobile Home Park and the Westwood Estates Manufacturing Housing Community. A letter and pictures sent on November 13, 2013 to the owner of Scotty's is also attached.

License fees have been paid and I recommend renewal of the four mobile home park licenses listed above for the period 1/1/14 through 12/31/14 subject to Chapter 221 of the Municipal Code. In addition, all zoning and building code violations noted must be corrected prior to issuance of the licenses for Scotty's and Westwood Estates.

* * * * *

Attachments

VILLAGE STAFF MEMORANDUM

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

FROM: Jean Werbie-Harris, Community Development Director
Ralph Nichols, Senior Building Inspector

DATE: November 26, 2013

SUBJECT: 2013 Manufactured Home Park Zoning and Building Inspections – Community Development Department

This memorandum is intended to inform the Village Board of Trustees/Village Clerk of the outstanding code violations on the properties whereby the manufactured home park license holders are seeking to renew their Manufactured Home Park License. Inspections were completed on November 12 and November 26, 2013 by Jean Werbie-Harris, Community Development Director and Ralph Nichols, Senior Building Inspector.

PROPERTY	ADDRESS	ZONING
City View Manufactured Housing Community	4303 75th Street	R-12

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

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

PROPERTY	ADDRESS	ZONING
Timber Ridge Manufactured Home Park	1817 104th Street	R-12, PUD

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

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

PROPERTY	ADDRESS	ZONING
Scotty's Mobile Home Park	5310 75th Street	R-12

G. John Ruffolo
1750 22nd Avenue
Kenosha, WI 53140

A letter dated November 13, 2013 was sent to Mr. Ruffolo regarding the violations. The Development Director spoke with Mr. Ruffolo on November 25, 2013 regarding these issues and he will address the Village Board.

Outstanding building and zoning violations to be corrected: **SEE BELOW.**

1. Unit #1 is missing its unit number. A new unit number must be affixed to the exterior of the unit in space number one.

2. Unit # 10 is missing its unit number. A new unit number 20 must be affixed to the exterior of the unit in space number ten.

3. Unit #13 is a vacant, dilapidated unit, which should be removed from the mobile home park.

4. Unit # 14 has miscellaneous junk and debris in front of the porch which needs to be stored inside or removed.

5. Unit # 15 is a vacant, dilapidated unit, which should be removed from the mobile home park.

6. Unit # 19 (unit for sale) has broken windows which need to replaced or boarded up.

7. Unit #27 is missing portions of the skirt and the entrance stairs need to be repaired.

8. Complaints had been received regarding an illegal auto repair business being operated from the Mobile Home Park. The Owner should speak with the existing tenant(s). This business use is not allowed in the Mobile Home Park.

PROPERTY	ADDRESS	ZONING
Westwood Estates Manufactured Housing Community	7801 88th Avenue	R-12

MHC Westwood Estates LLC
Attn.: Faeger Baker Daniel
Manager: Nancy Cole
P. O. Box 06115
Chicago, IL 60606

The Development Director left a message with Ms. Cole on November 26, 2013 regarding the violations.

Outstanding zoning violations to be corrected: **SEE BELOW.**

1. There are 7-10 piles of soil, gavel, concrete dumped in the future extension of the Evergreen Street private roadway, which shall be removed from the property.

2. There is a collapsed stockade fence surrounding the storage/equipment area in the northeast corner of the site which shall be reconstructed/re-erected.

CD/Jean/MobileHomeParkLicenses/Inspection2013

VILLAGE OF
PLEASANT PRAIRIE
Wisconsin Award for Municipal Excellence

Office of the Village Community Development Director
Jean M. Werbie-Harris

November 13, 2013

G. John Ruffolo
1750 22nd Avenue
Kenosha, WI 53140

RE: Scotty's Mobile Home Park, 5310 7th Street, Pleasant Prairie
Mobile Home Park Annual Inspection

Dear Mr. Ruffolo:

The purpose of this letter is to notify you that the Village of Pleasant Prairie Building Inspection and Community Development Department's completed their annual inspection on November 12, 2013 for the renewal of your Village Mobile Home Park License for Scotty's Mobile Home Park located at 5310 75th Street in the Village. The following violations were noted on the premises and if not corrected in a timely manner will be reported to the Village Clerk prior to the Village Board of Trustees consideration of the license renewal.

As noted in the Inspection Report:

1. Unit #1 is missing its unit number. A new unit number must be affixed to the exterior of the unit in space number one.

2. Unit #7 has an old tire in front of the unit, which needs to be stored inside a shed or recycled.

3. Unit # 10 is missing its unit number. A new unit number 20 must be affixed to the exterior of the unit in space number ten.

4. Unit #13 is a vacant, dilapidated unit, which should be removed from the mobile home park.

5. Unit # 14 has miscellaneous junk and debris in front of the porch which needs to be stored inside or removed.

6. Unit # 15 is a vacant, dilapidated unit, which should be removed from the mobile home park.

7. Unit # 19 (unit for sale) has broken windows which need to replaced or boarded up.

8. Unit #27 is missing portions of the skirt and the entrance stairs need to be repaired.

9. Unit #28 (apartment in front) has old mattresses leaning against the unit which need to be removed.

Please contact me directly at the Village at (262) 925-6717 to discuss your timing to take care of these violations. Our next inspection is scheduled for November 25, 2013.

Sincerely,

Jean Werbie-Harris
Community Development Director

Ralph Nichols
Senior Building Inspector

Enclosures: Photographs

Cc: Jane Romanowski, Village Clerk
Property File

11/12/13

#27

#27

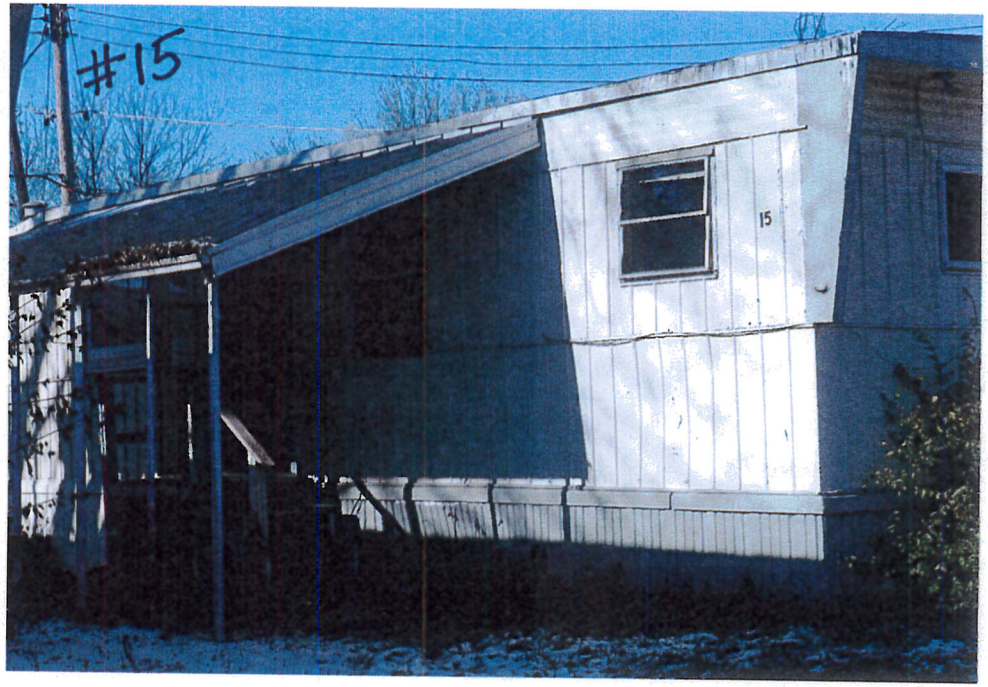
#19

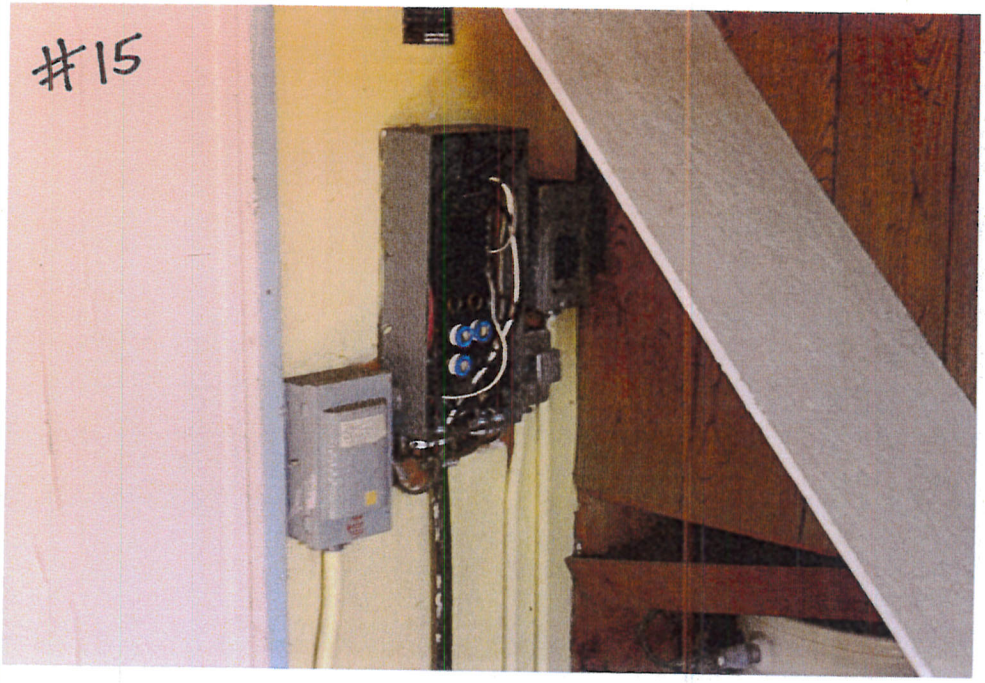
#27

11/12/13

#14

11/12/13





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11/12/13

CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS
Period Ending: November 26, 2013

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

NAME OF APPLICANT	LICENSE TERM
1. Jennifer L. Castillo	thru June 30, 2015
2. Anthony J. Conti	thru June 30, 2015
3. Lydia A. Peterson	thru June 30, 2015
4. Alyssa M. Piela	thru June 30, 2015
5. Tyler J. Shepherd	thru June 30, 2015

Jane M. Romanowski
Village Clerk

Office of Village Clerk

Memo

To: John P. Steinbrink, Village President
Village Board of Trustees

From: Jane M. Romanowski, Village Clerk

Date: November 25, 2013

Re: Appointment of Election Officials

In accordance with Wisconsin Statute Section 7.30(4)(a), election inspectors and special voting deputies are to be appointed to two-year terms in December of odd-numbered years. The following is a list of my recommendations for two-year appointments of election officials effective January 1, 2014 – December 31, 2015. The inspectors are to be appointed without party affiliation.

* * * * *

Attachment

VILLAGE OF PLEASANT PRAIRIE
ELECTION INSPECTOR APPOINTMENT
ELECTION CYCLE 1/1/14 THRU 12/31/15

WARDS 1, 2 & 3
VILLAGE HALL

Chief Inspector -
***Ann Burlingham**
9262 64th Court #153
Pleasant Prairie, WI 53158

***Charles Hermann**
10115 32nd Avenue
Pleasant Prairie, WI 53158

Margaret (Peggy) Hermann
10115 32nd Avenue
Pleasant Prairie, WI 53158

Marion Pacetti
9039 Lakeshore Drive
Pleasant Prairie, WI 53158

Ida Cenni
9252 11th Avenue
Pleasant Prairie, WI 53158

Christine Feldy
9038 Lakeshore Drive
Pleasant Prairie, WI 53158

Brenda Vite
8721 2nd Avenue
Pleasant Prairie, WI 53158

Jim Rossman
9126 32nd Avenue
Kenosha, WI 53142

WARDS 4 & 5
GOOD SHEPHERD CHURCH

Chief Inspector -
***Lynn Kortright**
7801 46th Avenue
Kenosha, WI 53142

***Jennie Ruhle**
5717 Springbrook Road
Pleasant Prairie, WI 53158

***Dorothy Miller**
4007 – 104th Street
Pleasant Prairie, WI 53158

Pat Gerdes
5602 - 116th Street
Pleasant Prairie, WI 53158

Mary Arentz
10301 – 64th Avenue
Pleasant Prairie, WI 53158

Maureen Lay
11475 8th Avenue
Pleasant Prairie, WI 53158

Darlene Balonek-Szabo
7900 94th Avenue #301B
Pleasant Prairie, WI 53158

WARDS 6 & 7
LAMB OF GOD LUTHERAN CHURCH

Chief Inspector -
***Judy Cygan**
5422 – 84th Street
Kenosha, WI 53142

VILLAGE OF PLEASANT PRAIRIE
ELECTION INSPECTOR APPOINTMENT
ELECTION CYCLE 1/1/14 THRU 12/31/15

***Charlene Peachey**
4100 86th Place
Kenosha, WI 53142

Dorothy Fredrickson
5325 - 73rd Street
Kenosha, WI 53142

June Nelson
9136 42nd Court
Kenosha, WI 53142

Joan Kollman
2700 116th Street
Pleasant Prairie, WI 53158

Grace Faulkner
11417 28th Avenue
Pleasant Prairie, WI 53158

WARDS 8, 9, 10 & 11
LAKEVIEW RECPLEX

Chief Inspector
***Roberta Andersen**
7703 Springbrook Road
Pleasant Prairie, WI 53158

***Viola Dreger**
8706 – 88th Avenue
Pleasant Prairie, WI 53158

***Joann Kevek**
9100 - 88th Avenue
Pleasant Prairie, WI 53158

Ray Resch
4303 – 75th Street #6
Kenosha, WI 53142

Patricia A. Zuzinec
7821 113th Avenue
Pleasant Prairie, WI 53158

Dan Voigt
12207 87th Avenue
Pleasant Prairie, WI 53158

Jennie Holman
5618 116th Street
Pleasant Prairie, WI 53158

Rita Seliga
5930 105th Street
Pleasant Prairie, WI 53158

Sandi Obertin
11900 45th Avenue
Pleasant Prairie, WI 53158

Lynn Obertin
11900 45th Avenue
Pleasant Prairie, WI 53158

Pat Andersen
7703 Springbrook Road
Pleasant Prairie, WI 53158

WARDS 12, 13 & 14
ST. ANNE'S

Chief Inspector
***Julie Peterson**
8429 110th Avenue
Pleasant Prairie, WI 53158

***Judy Meyers**
7210 - 89th Avenue
Kenosha, WI 53142

VILLAGE OF PLEASANT PRAIRIE
ELECTION INSPECTOR APPOINTMENT
ELECTION CYCLE 1/1/14 THRU 12/31/15

Mary Lee Terwall
9146 Prairie Village Drive
Kenosha, WI 53142

Sandy Cisler
8538 110th Avenue
Pleasant Prairie, WI 53158

Mary Daniel
12309 85th Avenue
Pleasant Prairie, WI 53158

Robert Petrusky
11217 84th Street
Pleasant Prairie, WI 53158

Doug Stanich
9110 Prairie Village Drive
Kenosha, WI 53142

Joan Stanich
9110 Prairie Village Drive
Kenosha, WI 53142

Mary Steiner
7801 88th Avenue Lot 306
Pleasant Prairie, WI 53158

Barb DeLarue
7801 88th Avenue Lot 275
Pleasant Prairie, WI 53158

Barb Wierzba
10917 88th Street
Pleasant Prairie, WI 53158

SPECIAL VOTING DEPUTIES

Judy Meyers
7210 - 89th Avenue
Kenosha, WI 53142

Jennie Ruhle
5717 Springbrook Road
Pleasant Prairie, WI 53158

*** = Certified Inspector**