

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
January 6, 2014
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. Minutes of Meetings – December 2 and 9, 2013
6. Public Hearing
 - A. Consider the request of Richard M. Stiles, Agent, Ruffolo’s Pizza LLC, for a new Class "B" Fermented Malt Beverage License and a "Class B" Intoxicating Liquor License for premises known as Ruffolo’s Pizza, 11820 Sheridan Road.
7. Administrator’s Report
8. New Business
 - A. Consider a collection agency services agreement for Municipal Court.
 - B. Consider Resolution #14-01 rescinding Final Resolution #13-15 levying special assessments for final public road and street tree improvements for the Whispering Knoll Subdivision.
 - C. Consider the request for a new Towing License for Pro Towing.
 - D. Consider Operator License Applications on file.
9. Village Board Comments
10. Adjournment

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
December 2, 2013
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, December 2, 2013. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz and Mike Serpe. Clyde Allen was excused. Also present were Michael Pollocoff, Village Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury; Fire & Rescue Chief; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director and Jane M. Romanowski, Village Clerk. Two citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. CITIZEN COMMENTS**

Jane Romanowski:

No signups tonight.

John Steinbrink:

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

- 5. ADMINISTRATOR'S REPORT**

Mike Pollocoff:

Mr. President, I'm going to be requesting we have a special meeting on December 9th following the Plan Commission to take up some questions that they'll be reviewing and that the Board would also have final decision making authority on. And in lieu of that I would request that we would cancel the meeting on December 16th. We don't have anything really docketed for the schedule.

Michael Serpe:

Do you need a motion to cancel?

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Mike Pollocoff:

Yes.

Michael Serpe:

Move to cancel the meeting on December 16th in favor of a special meeting on December 9th.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any discussion?

SERPE MOVED TO CANCEL THE DECEMBER 16TH VILLAGE BOARD MEETING AND SCHEDULE A SPECIAL MEETING TO TAKE PLACE IMMEDIATELY AFTER THE 6 P.M. PLAN COMMISSION MEETING ON DECEMBER 9TH; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

6. NEW BUSINESS

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

Mike Pollocoff:

Mr. President, I'm pulling this up as we speak. We have issued an RFP for selection of architectural services for the design of the reconstruction of Station No. 1. And the project involves two phases. One is designing the first phase which is an eight bay station with living quarters. And then the second phase of the project would take the existing vacated station, redo the floor and the garage doors to make that a meeting room to make that a usable space for the Village to use.

We advertised it and five bids were solicited. FGM Architects, Five Bugles Design, Kluber Architects, Partners in Design and Plunkett Raysich Architects. On November 8th we conducted an interview committee consisting of me, the Fire Chief, the Village Engineer, Assistant Administrator Shircel and interviewed the candidates. And we looked at the proposals. FGM submitted a fee of \$374,000; Five Bugles Design was \$310,000; Kluber Architects \$354,900; Partners in Design was \$365,000; and Plunkett Raysich was \$270,000. Plunkett Raysich, even while having the lowest priced bid, really submitted the best all around proposal. We did an evaluation before we disclosed the prices to ourselves, and they were the best.

So consequently we're recommending that the Village Board enter into a contract with Plunkett Raysich to prepare the architectural plans and designs for a flat fee of \$270,000. Reimbursables

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really involve display boards. It's not significant as far as making additional copies beyond what was called for in the contract.

Michael Serpe:

Where are they from, Mike?

Mike Pollocoff:

They're out of Milwaukee, and they're also out of Madison. They've done some -- the Fire Chief talked to some fire departments I think it was in Madison or Milwaukee, West Allis they've done work for them. And they were happy with their work. Local examples of their work would be I think at United Hospital they've done some work there. They've done some work in the Corporate Park, so we're familiar with them as a firm, and they have done very good work. Riley Construction as our construction manager is familiar with their work and found them to be very competent in comparing complete and adequate designs.

Michael Serpe:

I'd move to concur with the Administrator's recommendation for \$270,000 awarded to Plunkett Raysich.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of Plunkett Raysich architects. Any further discussion?

Steve Kumorkiewicz:

Chief, you went to see some of the buildings that they designed, right?

Doug McElmury:

Yes. Matter of fact I've been in several of their fire houses that they've designed. The main station in West Allis was one of theirs. That's probably the closest. I spoke at length with the Oconomowoc Fire Chief. They're the ones that completed their station 2 which is in the Pabst Farm development, very strict covenants. They had to match the surrounding buildings in there, and they did a really nice job of incorporating the local style in that development along with the needs of the fire department. And then they've done both station 11 and 12 in Madison. And they were very pleased with the work that the architects did. There were a few things that were put in at the fire department at the community's request that they weren't happy with. But that wasn't a reflection on the architect. The City admitted that was their own wish, some of the

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extremely green technologies like recycling water out of the toilets and things like that. But all the fire departments we've spoke with are very pleased with them.

Steve Kumorkiewicz:

Thank you, Chief. I'd like to see the Chief make a [inaudible] go to see sites by this company and [inaudible]. So thank you, good job.

John Steinbrink:

Any further comment or question?

SERPE MOVED TO AWARD A CONTRACT FOR ARCHITECTURAL SERVICES TO PLUNKETT RAYSICH IN THE AMOUNT OF \$270,000 FOR THE PROPOSED FIRE STATION NO. 1 PROJECT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

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

Chris Lopour:

Mr. President and members of the Village Board, I'm here with a recommendation for a vendor for 2014 printing and mailing services for the Village newsletter. We solicited bids beginning in October from a pool of area printers. And we also posted our bids out to Vendor Net so it went across the state. And we received in return seven sealed bids, and we received one bid that was not considered because it was not sealed.

The company that returned the lowest bid is InTech. Their bid is actually lower than the company that's printed for us for the last three years and that was LaCrosse Graphics. InTech is also out of LaCrosse, and actually the sales rep that bid on the job used to work for LaCrosse Graphics who printed the newsletter for the last three years so he's very familiar with the job. He said some of the other employees at InTech are also familiar with the job which I guess helps knowing that they do understand the project.

InTech is actually a commercial side of Inland Printing which is a pretty large company. And so they get volume discounts on some of their paper purchases. And they also have a half size press that not all other print vendors have. And that's what has enabled them to give us a bid that's about \$115 lower than what LaCrosse had been doing it for. That will save us about \$1,380 a year on the newsletter printing based on the size of the issues that we have throughout the year. I would recommend approval of InTech for printing of the 2014 newsletter.

Monica Yuhas:

So moved.

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Steve Kumorkiewicz:

Second.

John Steinbrink:

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

Michael Serpe:

Chris, you do a beautiful job on the newsletter.

Chris Lopour:

Thank you. You know what, the department has given me a lot of good stuff to write about so that's awesome.

Monica Yuhas:

Chris, do you know how many people still get it paper versus email?

Chris Lopour:

Actually the number of people who receive it by paper it's actually going up because some of our residences are now being occupied now that the recession is over. So we're about 7,400. I want to say 7,435 but I'm not sure of the exact numbers that receive it via print, so that would be the U.S. postal mail. And then we have 1,300 or 1,400 that receive it via email. And we still have on our email a pretty good open rate for that newsletter and then a really good click through rate for the people who are opening it. So people are actually reading it. About the same number of people that replied to the survey also open the email version of the newsletter. So the numbers are good.

I do have to push more in the upcoming year. Space has been a little bit of a challenge. But I do have to push more on getting more people to sign up for the email newsletter and opt off of the paper mailing list. But I do prefer to passively put this in front of people so that they'll actually read it and understand what we're doing with their tax dollars.

Monica Yuhas:

It's a great tool.

Steve Kumorkiewicz:

Excellent.

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Michael Serpe:

Just a thought. If we offer some incentive to sign up for emails, and just as a though now, I'm not recommending we do this. But maybe a day pass at the RecPlex. And what that could so maybe the people that don't belong take a day pass, they might like what they see, what they do, and we might get a membership out of it. Just a marketing tool. Just something to think about.

Chris Lopour:

That's something we can think about. Awesome. Any other questions?

John Steinbrink:

We have a motion and a second. Those in favor?

YUHAS MOVED TO AWARD A CONTRACT TO INTECH TO PROVIDE THE NEWSLETTER PRINTING AND MAILING SERVICES FOR 2014; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

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

Chris Finkel:

Mr. President and Board members, I'd like to take you through a slide presentation. There's quite a bit of background behind this ordinance change. So in August of last year we had a consultant come in to help us with our personal training and boost our personal training. The resounding recommendation that we got returned from them was that our fitness division was entirely too complicated for members and staff alike. So we went through many discussions and contacted staff and members. And so we are presenting this ordinance change to remove the barriers between members and fitness.

So we are going to go all in. It's going to be free group fitness for members. So what that looks like is all memberships will have access to group fitness classes at any level. So experienced exercise or excellence will get 55 to 60 free classes per week. So all the less [inaudible] classes, all the popular classes that are now getting charged for. Because we have some that are free and some that aren't free, and it's very confusing for members, guests and staff. So in that we're going to give away all group fitness classes to all members. We'll look at our minimums, and currently it's a four person minimum or the class is going to be cancelled. But we may raise that a little bit depending on the class. And we will run these classes monthly instead of by session so we can update our schedule to reflect any changes we need to make.

What this does is it adds value to our membership. Currently there is about 16 different ways to attend a membership class. No pun intended. There's a lot of ways to go. You can get a passport or drop in pass or sign up for registration or be an exercise member. So what we're going to do is going to have no non-member registration, no drop ins, no passports. And non-members may

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attend group fitness classes just by buying a day pass. It makes it so much more simple. Currently they can buy the drop in, it's a dollar less than a day pass.

The mind and body series, which is the yoga and Pilates, these instructors have a smaller group to work with and are much more certified than the group fitness trainer. So there will still be a charge for yoga classes. This, once again, will go to a monthly schedule instead of a session schedule, and the fees will be \$28 per month.

The aquatic fitness classes are attended by members and non-members alike, and so we talked to staff and they really didn't want to have a big change concerning these classes. So we are going to move to the aquatics division, but they'll run the same. So they'll run per session. And the member prices will remain the same as they are now, and the non-member prices are going to go up a little bit. But, once again, to get rid of the confusion there's not going to be drop ins or series sales or passports. So you either register for the class or you don't register for the class. Again, it adds value to the membership.

This is one of the key things that's going to help boost our personal training. It's the trainer led classes. It's pretty simple - any class that's led by a trainer is a trainer led class. And there will be 8 to 12 participants. Currently free motion classes, TRX classes, circuit training. These are our trainer led classes now that are really misnamed by being in the specialty fitness because they're a much higher level than a group fitness class. So the personal trainers will work with these small groups of people and build a relationship with them. And it will help boost our one-on-one personal training sessions.

These classes are also offered monthly. The first class will be \$43. If you sign up for a second class there will be a \$10 discount, a third class another \$10 discount. We do this currently with our ice program so that our guest services can handle this for people who register at the desk. All these classes are going to be included in the exercise membership level. So even if you're an exercise member or experienced member you must register for the class. Currently some of our exercise members don't have to register for class. So they get to a class and it's taken up by the people who register, or they get their early and get people hanging onto their equipment. So this will help us manage our fitness classes in a much better way.

So the exercise membership will include all the classes, the water classes, the yoga classes, the signature series trainer led classes. It will also move from the excellence level. It will include free tanning, the free kids' court, free parking, and it will be \$50 per month instead of \$35 per month. But they're getting much more than they are currently.

The excellence upgrade was introduced last year. And it was always supposed to be an upgrade for personal training. So now the excellence upgrade is going to be a commitment to personal training either one time a week or two times a week, and they'll give a significant price break for either one of those. If you are an experienced member or an exercise member you can do the excellent upgrade and do personal training.

Personal training we used to have about 32 different price points for personal training. So we're going to simplify personal training. Eight sessions \$54, sixteen sessions \$51 each. There will be

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a three for \$119 as an introductory offer one time only. And we'll still have partner training or buddy training. But usually when people do this it's friends or spouses. So they will be available, but it's not something that strangers get together to do buddy training. So it will be available, it won't be overly advertised.

So financials, so at the end of this year the group fitness by giving them away free for members we'll lose \$62,000. With the introduction to the fees for these classes, the aqua classes, the yoga classes and the trainer leads we'll have an increase of \$20,000 in revenue. Because there will be no drop ins or passports we're going to have a day pass increase. We're going to reduce the free classes we offer now, because we offer about 125 classes now. Several of them have very low or no attendance. So those classes are going to be reduced, and there will be obviously a cost savings in personnel. We'll attract early bird and online savings. That will be about \$5,000. So to break even for these free fitness classes we need to bring in ten new members, so it should be a fairly easy proposition.

We currently have about 180 exercise and excellence members out of our 5,000 primary members. So we're going to offer them the current exercise, upgrade at \$45 instead of \$50 so just \$10 more a month for them. And we're expecting at least 50 upgrades at that level. We're meeting with them this week. And then given that we need 66 new members just to break even. So now we're at 76 new members just to break even to give away free group fitness classes.

So that's very conservative seeing how we're going to have a break even scenario. I only have 50 of the exercise members to upgrade in here. We have no excellence members figured in here. And the new pay structure for the trainer led classes and the yoga should bring in more than \$20,000. And this is also the springboard for us to grow our personal training which is really the goal behind all this fitness simplification.

Last January we did over 250 memberships. With this fitness simplification we believe we'll be able to retain members and not only make the 76 new members we need in one month but we'll exceed that. I don't know if anyone saw the current black Friday ads that we just ran. In the last three days we gained 123 new primary memberships in three days. So we expect the same type, actually more than that on January 1st. We're going to do another big promotion for January 1st. So this move will help us get to this level of 5,200 memberships.

Given that the increase of membership revenue will be a minimum of \$75,000 and the increase in the personal training in this format will be a minimum of \$50,000, so this ordinance change should have a minimum projected income of \$125,000 for 2014. We have the marketing in place, we're ready to go. So we're waiting for this approval so we can begin marketing to our members and the general public as well as train our staff. With that being said, the RecPlex staff recommends approval of the Ordinance change 13-54.

Michael Serpe:

Chris, a couple questions for you. Obviously you worked with consultants on this and this is where this all comes from?

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Chris Finkel:

Yes.

Michael Serpe:

And these people work the industry, and they know pretty much what the industries are charging or what the companies are charging, right?

Chris Finkel:

Yes, they do. They own their own company, Personal Elevations, in Pennsylvania. And they work for the Consolitech athletic business. And Carol and I both saw them a couple times at an athletic business conference. We knew what they said made sense, and so we brought them in and they helped us with these recommendations.

Michael Serpe:

And if we pass this tonight implementation is when?

Chris Finkel:

January 1st.

Monica Yuhas:

Chris, what is a day pass going up to? Have you decided?

Chris Finkel:

It's \$10 for Village residents. It's not increasing.

Monica Yuhas:

It's not increasing, okay.

Chris Finkel:

It's \$10 for Village residents and guest of members and \$14 for non-residents. That's been the same for the last two years now.

Mike Pollocoff:

We did a micro version of this last year where we had opened up some of the classes to be free to members, and it took off really well. The first thing that was evidence is there was a lot more utilization, and our retention was a lot better. And when we did the master plan for the rec

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department two years ago and we surveyed members, one of the things that people wanted most was they wanted more free classes. They wanted free classes, period, not more. They wanted free classes, and they didn't want to pay anymore which is just like life. So we eased into it because program revenues were a big source of income. But it really turned out well.

And I think finding a way to boost fitness we want to do it because we want to keep it self-sustaining. But at the end of the day the rec department's mission is the health and vitality of the community. And the more people that are doing this are really achieving two goals. We have revenue, but we're also having a positive impact on a lot of lives. We brought the consultants in, and it was clear that the small step we took on our own last year followed up with a strategy to do this I think is going to be really good. I think people are going to be a lot happier with it. And administratively it's going to be a lot easier to administer, and it's not going to have all the nuances that our current rate structure has.

Carol Willke:

We also have one ancillary improvement that we weren't really expecting. And so many people are now taking the free classes that the fitness center is less crowded, and the machinery and all the equipment is getting less use because they're now going to the classes rather than just using the fitness center. So it's really helped in the fitness area also. And we just expect that to become even greater as we implement these changes.

Monica Yuhas:

I'll make a motion to approve Ordinance 13-54.

Michael Serpe:

Second.

John Steinbrink:

Motion by Monica, second by Mike for adoption of Ordinance 13-54. Any further discussion?

YUHAS MOVED TO ADOPT ORDINANCE #13-54 TO AMEND CHAPTER 242 OF THE MUNICIPAL CODE RELATING TO REC PLEX PROGRAM AND SERVICE FEES; SECONDED BY SERPE; MOTION CARRIED 4-0.

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

Doug McElmury:

Mr. President and members of the Board, we've got a few changes mostly geared towards our fees, but there's a couple slight language changes within this. The first language change if you saw in your packet referenced the ambulance fees that we would charge outlying areas and areas

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that we actually have mutual aid contracts for. When this ordinance was written originally most of the municipalities didn't charge their residents or employees of their businesses in their municipality, they only charged non-residents which is pretty typical, similar to what we had. This has changed. The last community that I know of in Kenosha County that didn't charge their own residents was the Town of Paris, and they're now looking at charging.

So what we wanted to do was simply clean up the language there and just say that we're going to charge consistently with the applicable mutual aid agreement that we have. And with that the agreement is with most communities is if they charge their residents so do we if we go there. So that would be the change. And then just a \$200 across the board rate increase on each of the base rates for both resident and non-resident. And there still is a \$100 discount given to residents. So no matter what the fee is it's always \$100 cheaper if you're a resident. So that would be the changes for the ambulance service rates. And then if you want I can go through both of these things and then ask questions, or if you'd prefer to deal with this first and then move on to permits.

John Steinbrink:

Any questions? No, okay.

Doug McElmury:

And then the second thing then is the permits. We want to more accurately reflect what it is so when people do a search on the web or a search in our website or in our code it's not only fire sprinkler fees but it's actually fire protection systems. It's sprinklers, alarms and tanks. So that would be the reason for the name change. And we're just doing a straight across the board increase of 20 percent for all of our fire alarm, fire sprinkler, special permits like hood systems and specialized fire protection system fees.

Then one thing we did see there were some areas in the code that we charge \$105 an hour and some we charge \$110. We just standardized at \$110. And the reason for these changes is to reflect the actual cost that the Village experiences in paying our outside consultant, the diesel fuel, the personnel cost and the equipment cost to actually go out and do the actual onsite inspections for each of these types of systems. If you have any questions I could answer them.

John Steinbrink:

Any questions?

Monica Yuhas:

Doug, these are pretty consistent with other communities our size, correct?

Doug McElmury:

That's correct.

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Mike Pollocoff:

If you're going to compare costs we have to be sure we're not comparing our cost to Somers or. And a lot of this is driven by, one, we need to make sure we recover our expenses. Because these are services we're typically providing somebody who's wanting to get a service here or do something. But the State statutes were changed last year where the Village's fees and permits have to reflect our actual cost. And for fire it's not only we're paying our professionals to go out and do the work, but we also have to have in this case an outside mechanical engineer who is doing that professional review of sprinkler systems so we're recovering that expense. There was a time where some of those costs were subsidized to help development along or whatever. But now under that new statute fees are fees are fees, and whatever it is is what the charge is going to be. And to be in compliance with that we need to make that change.

Monica Yuhas:

Motion to approve Ordinance 13-55.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any further discussion? Chief, the one question we always hear or I hear sometimes is I pay taxes but you guys came out and saved somebody's life, but we still have to [inaudible]. And you sent me a bill, how come? And I try to explain to them the insurance and everything else, the process, the billing. Can you just give us a quick overview of that?

Doug McElmury:

You've literally hit right on the head. The fire and rescue department budget has been offset for quite a few years now on ambulance revenue that we bring in. The decision was made to charge first of all non-residents and then all Village residents also because the vast of our Village residents do have insurance or Medicare. As a result they're not getting a discount on their insurance because we're not charging for ambulance service. So we're able to bill the insurance company or able to bill Medicare and bring that in, and that directly offset the amount of levy money that had to go towards the fire department.

This year we anticipate bringing in about \$390,000 in rescue, and the vast majority of that is coming from private pay insurance and Medicare. So it's actually split about one third, one third, one third. One third that would be Medicare, one third private pay insurance, and then one third where they actually bill the patient, but then generally they then pass it on to their insurance company.

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We actually adopted what we call a soft billing practice last year for residents when we did raise the base rates a year ago this month. We're able to not aggressively go after Village residents that maybe their insurance or the private pay insurance company didn't pay the entire base rate. Medicare doesn't pay -- they have a set fee, that's all they're going to pay no matter what it is. We can charge -- if we charge less they'll pay us less, but if we charge more they'll only pay like \$580 for an ALS call, period. And they only actually pay 80 percent. So you hear about the Medigap insurance they pay that additional 20 percent. But we're not allowed to charge Medicare patients any more than that.

Mike Pollocoff:

The other thing that we noticed back when we analyzed the nature of our calls we're a community where we have a lot of transient people that are moving through the community. So to the extent that you say, well, let's just have the property tax pay for it because if I pay property taxes that should pay for everything. There's a big segment of people who are using our services that don't pay property taxes here that we end up paying for their services that they get here, and then they're hard to track down.

Well, this way if they pick up somebody that gets in an accident on 31 or they're in the park and they get sick and we take them in, we're going to get their insurance information and we're going to proceed to bill them especially if they're in Illinois or another state. That way the Village taxpayers aren't subsidizing people who are not Village residents, not even state residents that get that service.

Our daytime population is greater than our nighttime population. So there's more people in the Village during the day than there is at night. We're not a bedroom community. And to the extent that we decide to have free services we're providing free services to people that are on their way through the community or coming here for something and then leaving at the end of the day. At the time we started that service it made sense, or when we started this charge it made sense rather than charge the Village taxpayers for that added exposure just charge everybody that uses the service, and it's based on what you use and what you pay for.

Doug McElmury:

Maybe if I could put some numbers to that. Here to date are total what they call net charges because certain insurance companies charge -- dealing with different insurance companies certain charges get written down and everything. We've charged out about \$183,000, a little over that, to non-residents. And out of that we've collected \$138,900. That's pretty significant.

John Steinbrink:

And I think people have to realize over the years the level of service we provide has changed. The way we get reimbursed, you guys just go to the hospital and they fill you back up with goodies and you were ready to go again. And that doesn't happen anymore.

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Doug McElmury:

We buy all of our supplies. We're not allowed to restock anything at the hospital unless we specifically pay for it. We've got to go out and get our own DEA license number and all of our medications. Some of those drugs are extremely expensive, literally \$100 a dose. And they don't have a long shelf life. You just approved a couple meetings ago here you approved an ambulance, \$240,000 for an ambulance. A new heart monitor used to be when we started all this heart monitor did two things. It monitored the heart rate, and it was able to defibrillate a patient.

Our heart monitors now are able to pace a patient like you'd have an internal pacemaker. This is an external pacemaker. We can measure the blood oxygen saturation level. We can even measure the amount of carbon dioxide you breathe out which is actually even a greater indicator of what's going on with the body even more so than oxygen saturation. And there's just more and more and more things coming out. As we get these new advanced protocols we're able to do more, but we need the diagnostics to be able to make sure that what we're doing is right for the patient, and all of that costs money.

Michael Serpe:

It almost makes you want to get sick.

John Steinbrink:

Okay, thank you, Chief. Any other questions.

YUHAS MOVED TO ADOPT ORDINANCE #13-55 TO AMEND CHAPTER 180 OF THE MUNICIPAL CODE RELATING TO FIRE AND RESCUE FEES; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

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

Kathy Goessl:

So this amendment is to the 2013 budget. Anything that moves dollars between revenue and expense within general government needs the Board approval as well as my review and Mike's review. This one is being brought forward by fire and rescue. Their fire department permits have increases in terms of the amount of revenue they're bringing in by more than \$55,000. But they have a \$55,000 increase in that area to be able to cover the increase in expenses which are related to this increase in revenue.

Fire sprinkler plan review brings in revenue but also has an expense associated with it. So we need to increase both our revenue and the expense to match what we're actually doing this year. And also another item that brings in revenue but also costs is in the minor equipment area when we sell Knox boxes. So I'm asking for a transfer between revenue and expense to cover the expenses due to the increase in revenue offsets increase in expenses.

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Michael Serpe:

Move approval of 13-27.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica. Any discussion on this item? If not, thank you, Kathy.

SERPE MOVED TO ADOPT RESOLUTION #13-27 RELATING TO AN AMENDMENT TO THE 2013 BUDGET; SECONDED BY YUHAS; MOTION CARRIED 4-0.

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

Carol Willke:

Mr. President and members of the Board, the amendment that you have before you is going to first of all allow the managers and payroll to streamline the process with our new tracking software that we're going to be implementing. And it also puts us in line with more of the local employers and how they handle their part-time employees. We will be still offering a part-time vacation accrual for the employees in the eligible job categories which is what you see on your screen there. It's basically the employees that work 25 hours and they have a regular schedule. And they will still accrue vacation hours based on their years of service, one year, three years and seven years the same. And then it goes on the same track that full-time employees go.

This is just going to allow us to keep employees in some jobs that are difficult to find employees right now. And it will also help us manage some of the part-time employees like the lifeguards and childcare that really don't work that many hours. And it just kind of becomes a really hard time to try to track them. So if you have any questions I'd be happy to answer them. Otherwise I'm asking that you approve this amendment.

Monica Yuhas:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any comment or questions?

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YUHAS MOVED TO APPROVE AN AMENDMENT TO THE VILLAGE OF PLEASANT PRAIRIE EMPLOYEE HANDBOOK TO UPDATE THE VACATION POLICY FOR PART-TIME EMPLOYEES; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

G. Consider renewal of Mobile Home Park Licenses.

Jane Romanowski:

As every time this year we have the renewals of the four mobile home park licenses in the Village which are City View Mobile Home Park at 4303 75th Street, Westwood Mobile Home Park at 7801 88th Avenue, the Timber Ridge Mobile Home Park at 1817 104th Street, and Scotty's Mobile Home Park at 5310 75th Street. The applicants have filed all the required paperwork and fees. Attached to the memo were inspection reports for -- a combined report from the Community Development Department and the Building Inspection Department. The City View Mobile Home Park and the Timber Ridge Mobile Home Park have no violations.

But there are some violations noted by Jean and Ralph with respect to minor violations at Westwood but quite a few violations at Scotty's Mobile Home Park. So maybe Jean can address those. There was a copy of an email I placed at your laptops that came from Mr. Ruffolo this morning regarding Scotty's. So, like I said, maybe Jean can address those issues. Westwood, again, is minor, and I'm sure those can be taken care of. But Scotty's is a different matter once again.

Jean Werbie-Harris:

In doing our inspections in November for the mobile home parks Westwood Estates was one mobile home park that we did find two recent violations. One recent wind this past fall knocked down their fence enclosure surrounding their equipment and maintenance area at the very northeast corner of the mobile home park. And then we noticed at the very south end there were piles of gravel and concrete. I'm not sure if they put them there or if locals might have been using it because it looks to be a pretty favorite spot for everything from skateboards to some bikes.

I spoke with the new owner last week Monday, and she indicated to me that she was going to speak with the manager and maintenance staff at Westwood, and they would have it taken care of immediately. They weren't sure exactly what the process was, and I indicated to them that I would go back out there this week. But my understanding was if the weather permitted they were going to get out there as soon as possible and get these two matters taken care of for us. With respect to both City View and Timber Ridge they had a few items each of them, but they both corrected those items before the memo even went to the Village Clerk.

With respect to Scotty's there were probably about 12 different violations out at that mobile home park some of which have since been corrected and pursuant to an email that I did receive to the park owner. Lots 1 and 10 were missing their numbers, and Mr. Ruffolo indicated to me that the numbers are on. I have not been out there yet to check that. Lot 13 which is in the south center

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part of the park had a number of issues with respect to boarded up windows and siding. And last year we were dealing with an illegal porch and railings and different things. And most of those had been corrected.

But it looks like things have just gotten worse with respect to this lot 13. And Mr. Ruffolo indicated that they're going to remove all that brick siding, that fake brick paneling on the side of the unit, and that they were going to residing it, and they were going to be taking care of it so it could be livable again. it didn't really look like anybody had been living in it for quite a while, but that is the response we had gotten.

Lot 15 unit was a whole different story, and we took a number of photos which you have on your computers. It was open to the public, and it was just -- it had been severely damaged by whoever had been in there. It had just been damaged, that's all I can say. That it's beyond recognition. At one point he was working with someone that wanted to take it, renovate it and bring it up north for a hunting trailer. And what I explained to them is that it's well beyond that. And they need to probably remove the fence in the back and pull it out from the north and then get rid of it. They can demo it. They have a vacant property that they could demo it or pull it apart, because it is kind of close to the units on either side. But this Lot 15 does need to be removed from the park.

Then we did have some issues, again, on lot 19 where someone had broken the windows on. Lot 27, again, we're still having some issues with this one. He tried to renovate it last time. There is someone living in it but, again, you can see that there were no hand railings and the skirting is missing and there are broken windows. But he said someone is living in that one as well. So, again, those matters need to be corrected as well. Again, I have not been out there today, and I'm sure that Ralph hasn't been out there today to remove some of the other minor violations with junk and debris, but that junk and debris has been removed from the park since I talked to the owner. So, again, I think our biggest concerns are Lots 13, 15, 19 and 27.

Michael Serpe:

I got a call from Mr. Ruffolo today, and he has taken care of all the mentioned items except for Lot 15 which he said he will remove from the park. But he's thinking about now because of the ground being frozen and having a hard time taking the fence out that he might just scrap it out onsite if that's possible. I don't know if that is or not. I don't know if that's going to be acceptable.

Jean Werbie-Harris:

I'm not sure. It's in the very northwest corner so it's pretty tight. I don't have a picture of that, but the next unit is right there, and the other one is right there within five feet on either side. So I'm not sure. They might be able to do it, but it's tight quarters to do it as opposed to pulling it out through the back.

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Michael Serpe:

He's agreed with you on everything you've cited, and he's made the corrections, and he agrees that 15 has to go. So what he's asking for is some time to get rid of it.

Mike Pollocoff:

Actually now would be the time to pull it out through the back. He'd be farther head to just get a sawzall and cut that fence out and then drag it out there while the soil is frozen.

John Steinbrink:

The ground isn't that frozen, though, so he shouldn't have a problem moving the fence either.

Mike Pollocoff:

Either way.

John Steinbrink:

And it all depends on what kind of glue you're using on the sides. You could get it apart easy.

Jean Werbie-Harris:

Part of the problem is you really can't pull it out through the front. It really has to be disassembled if they're going to pull it through.

Steve Kumorkiewicz:

It is a property anyway, the north side.

Jean Werbie-Harris:

It is.

John Steinbrink:

Is the tree removed also? There was an issue of the tree.

Michael Serpe:

My question is his statement that he's going to get rid of 15 acceptable to us?

Steve Kumorkiewicz:

The question is given a limit how far he can go. Such a date it's got to be out and that's it.

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Jane Romanowski:

Four of these mobile home units had similar things two years ago that hadn't been taken care of.

Monica Yuhas:

That was my next question to Jean is how many of these are repeat offenders?

Jane Romanowski:

Lots 1, 10, 13 and 27 were on the list two years ago. But we also are -- excuse me, the Board approved a six month license rather than the year license. And then we brought it back to the Board in June for your consideration to give him the rest of the year. Obviously some of those have not been taken care of.

Monica Yuhas:

I look at unit 13, all siding has been removed. There will be siding as funds are available to them.

Michael Serpe:

Okay, I think Mr. Ruffolo has indicated he needs some corrections here. Do we know how far the corrections have gone?

Monica Yuhas:

As far as number being put on?

Michael Serpe:

As far as whatever Jean listed on her list of complaints. How many of them have been taken care of we don't know. And the one he's asking for time on that he says the only left to do is 15.

Monica Yuhas:

And 13.

Michael Serpe:

15. 13 he's residing.

Monica Yuhas:

When they have funds available.

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Michael Serpe:

Well, put a time limit on it.

Jane Romanowski:

I would recommend not giving him the license for an entire year, because that's the only -- it's pretty good leverage when you're dealing with a repeat offender actually. So my recommendation as we did two years ago would be to set a time, issue the license for that, and then bring it back to see how much he's actually had done.

Steve Kumorkiewicz:

I agree with you.

Jane Romanowski:

A year license and we're going to end up the same way we were two years ago, because some of these are still going back.

Monica Yuhas:

And if we were to give him a six month extension with weather that would give him plenty of time to insure all these corrections are made.

Jane Romanowski:

That was your decision last time.

John Steinbrink:

If the siding is removed what's exposed now with rain coming in and snow? Is it tarped?

Jane Romanowski:

I don't know.

Monica Yuhas:

There's wood on the window.

Steve Kumorkiewicz:

It has broken windows.

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Monica Yuhas:

And someone lives in Lot 13?

Jean Werbie-Harris:

That was not evident.

Michael Serpe:

I don't think it's occupied.

Monica Yuhas:

Owner relative will be residing in it --

Steve Kumorkiewicz:

And moving in.

Monica Yuhas:

-- and moving in. So someone will be living in there in that condition.

Michael Serpe:

That's [inaudible] yes? Put a time element on it, force him to make a quick move.

Monica Yuhas:

I would like to give him three months, but I don't know if the weather would cooperate, and that's not fair to him. I'm willing to make a motion to give Mr. Ruffolo six months to get these corrections made.

John Steinbrink:

You can't go six months on this. It has to be done before that.

Michael Serpe:

Wait, are you asking to give him six months to get it taken care of, or are you asking a six month extension on his license?

Monica Yuhas:

Six months to get the corrections made.

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Jane Romanowski:

His license expires December 31st of this year.

Monica Yuhas:

So he would have until June 30th.

Steve Kumorkiewicz:

For renewal, that's right.

Michael Serpe:

You're approving his license until June 30th.

Steve Kumorkiewicz:

Yeah, six months.

Michael Serpe:

Is that what you want?

Jane Romanowski:

I'm hearing a couple different things.

John Steinbrink:

You're saying his license is good until December 31st.

Jane Romanowski:

Of this year. It's up to the board to decide how long they want to give him a license for next year. It can be two months, it could be three months, it could be eight months. I'm just saying I don't think we should give the entire year like we did two years ago.

John Steinbrink:

Everything should be corrected by December 31st if you're going to go into the next year.

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Jane Romanowski:

But if you're willing to give him some time if you want, and then we'll issue the license for a specific time period and then bring it back to the Board before that time period expires like we did two years ago.

Michael Serpe:

So you could grant his license for a year if he corrects everything before December 31st. If he doesn't then --

John Steinbrink:

I'm just saying these repairs can't take six months to do. They need to be done a lot quicker.

Monica Yuhas:

And how long is Mr. Ruffolo going to be in Florida? Did he indicate to you how long?

Michael Serpe:

This is his livelihood, and I'm sure he'll cut it short. I don't know. I didn't know he was going to Florida.

John Steinbrink:

What did he say the process was for scrapping one out? You have to get ahold of somebody? It's basically just tearing them apart and get a dumpster in there and fill it.

Mike Pollocoff:

Right. We've known that he's had a difficult time for whatever reason, and there's always a reason for not getting this thing done. We're a little more hamstrung to deal with him than we would -- we would never put up with this in a single family home in a neighborhood. We issue razing orders for things less than this. If you want to say he has to get it done to be in compliance with his license now and then it's just a matter of applying resources to the problem and getting it done. But either way he's kind of made his own problem because this isn't a new problem. This is just a continuation of the old one with the same response which is giving more time for whatever the reason.

Michael Serpe:

If we take him at his word that the corrections have been made, and we'd have to check on that to be sure. We tell him that no matter what happens 15 has to go quick, and it's got to go before the end of the year. That's three weeks, four weeks.

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Mike Pollocoff:

Staff can do an examination of it. We'll be meeting again next week and see what's done. And then you could craft what you want to do as far as if he has until the rest of the year to move the other homes out or do repairs. But I agree with John. I think if you're going to take siding off of a dwelling in the middle of winter you're going to expose that dwelling to the elements. I don't care if you have tar paper, it's still not going to protect it.

Steve Kumorkiewicz:

Insulation is going to be gone, too.

Mike Pollocoff:

I don't even think the building code will let somebody do that. You're exposing your wiring to the weather. That doesn't make any sense to say I'll do it when I can afford it.

Michael Serpe:

Then his biggest problems are 15 and 13.

John Steinbrink:

The real problem is he's not doing this. The neighbor is doing it so apparently they own both of these units because I don't think he owns the units.

Mike Pollocoff:

Right, but under statute he's got the responsibility to make sure that those units are compliant with the code. We don't have a direct route to the people who own the unit. We have a direct with the park owner.

Steve Kumorkiewicz:

Owner, that's right.

John Steinbrink:

So pay as you go isn't going to cut it here.

Michael Serpe:

I think he can get rid of it in four weeks, 15. And 13 he says he's going to board up and reside. Let him do it.

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Monica Yuhas:

So why don't we just extend this until our first meeting in January and see where Mr. Ruffolo is as far as giving him his license. Why not give him --

Jane Romanowski:

His license will expire December 31st. So if you're going to give him any time you've got to give him a time definite to get past December 31st into January.

John Steinbrink:

Do we meet again in December?

Jane Romanowski:

Just next week. Next Monday the 9th is the last meeting.

John Steinbrink:

See what progress is made then.

Jane Romanowski:

You want to table this until next Monday?

Mike Pollocoff:

I'd table with the recommendation that he needs to come into compliance with his existing permit. That means getting rid of 15. And we're not going to let a mobile home be unsided through the winter. I mean if he needs to take the siding off and get it resided he's in fact going to do that.

Jane Romanowski:

It would give staff an opportunity to go back out and see what he's actually done.

Monica Yuhas:

And that's on 13 that he has to reside? He can't board it up.

Mike Pollocoff:

If he chooses to reside it by boarding it up, but it's got to meet the State code.

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John Steinbrink:

Well, 13 has to be fixed pretty quick or that goes scrap, too. And everything scrap is out by the end of the year. It's probably going to have to be a week before the end of the year because, like you said, it expires December 31st.

Mike Pollocoff:

I'm assuming when you look at 13 the boards on the outside are warped. I'm assuming that the studs are warped.

Monica Yuhas:

I'll make a motion that we table --

Steve Kumorkiewicz:

Second.

Monica Yuhas:

-- Mr. Ruffolo's license renewal.

Jane Romanowski:

And approve the other three?

Monica Yuhas:

And approve the other three as stated.

Steve Kumorkiewicz:

Yes.

John Steinbrink:

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

YUHAS MOVED TO APPROVE THE 2014 MOBILE HOME PARK LICENSES FOR CITY VIEW, TIMBER RIDGE AND WESTWOOD ESTATES AND TO TABLE THE RENEWAL APPLICATION FOR SCOTTY' UNTIL THE DECEMBER 9TH SPECIAL BOARD MEETING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

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H. Consent Agenda

- 1) **Approve Operator License Applications on file.**
- 2) **Approve Two-Year Appointments of Election Inspectors**

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any discussion?

YUHAS MOVED TO APPROVE CONSENT AGENDA ITEMS 1 AND 2; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

7. VILLAGE BOARD COMMENTS

Monica Yuhas:

Mr. President, I've received a few phone calls from different homeowners associations in the Village regarding pond maintenance. There seems to be a lot of confusion as to what has to be maintained, how do they go about maintaining it. And we had this issue a while back with Bentz Estates. If you remember they came, and there was some misunderstanding as to the requirements and what has to be made. I'm asking that because of the depth of the dredging sometimes these ponds are a little bit over peoples' heads as to what needs to be done as far as maintenance.

I'd like to ask that the Village do a study as to what it would cost for the Clean Water Utility to maybe look at doing the maintenance on the ponds themselves and directing staff to do so and bring it forward at a meeting in the near future to give us some idea if that's even feasible. Because I know if I'm getting phone calls I'm sure staff is as well. And there just isn't a lot of resources out there for them as to how to maintain the ponds. John, is that something you'd be able to do within the next six weeks or so?

John Steinbrink, Jr.:

Yes, it is. We'd be able to accomplish that with no problem. Right now the Clean Water Utility does an analysis on each of the ponds on a five year rotation just to verify the depth of the sediment. And then we compare it to what the constructed depth was. So after a couple cycles we'll really have a good gauge where it is. And I do agree with you 100 percent that it really is over the homeowners associations heads to take care of the dredging and the pipes and stuff like that.

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I guess as a staff I would recommend that they still keep the responsibility of cutting the grass, mulching the trees, doing that stuff and fertilizing and irrigation. But public works we do have the equipment and the knowledge and the knowhow to complete a lot of this work in house as it needs to be done. And we'll know when each of the ones need to get done because we're doing this analysis.

And I guess just for clarification are you just looking at it as for the residential ponds? Because we have the equipment and we've been doing the work on the residential ponds. The ones that are commercial and the industrial ponds are much larger ponds that would probably pretty hard to do.

Monica Yuhas:

Just residential, not commercial. The residents are the ones that have contacted me.

John Steinbrink, Jr.:

And we definitely do have that. So I could put something together and probably have it for a meeting in January for you.

Monica Yuhas:

Okay, thank you very much.

John Steinbrink, Jr.:

You're welcome.

John Steinbrink:

Mike?

Michael Serpe:

Chief Smetana, how did we do on black Friday?

Mike Pollocoff:

We don't want to know if you got something on sale.

Dave Smetana:

I did fine. I've got my list right here. We did fine. We were set up with four officers out onsite in the Premium Outlet area. We had another arrangement with the area up by Target. We had just brought out parking enforcement officer on duty that week, so it was an early assignment for

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him, kind of an eye opener. From my understanding speaking with the officers onsite the parking really wasn't an issue. The adjusted time, the earlier start time kind of let people come in, there was no mad crush to get in. From my understanding there were very few traffic problems. There were some parking citations issued onsite as normal, that's why we had our parking enforcement on hand. I think we had three arrests out there, three shoplifting arrests right onsite during those hours. So it went very well.

Michael Serpe:

Good, good to hear.

John Steinbrink:

Thank you, Chief.

8. ADJOURNMENT

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY**

**9915 - 39th Avenue
Pleasant Prairie, WI
December 9, 2013**

Immediately following the 6:00 p.m. Plan Commission meeting

A regular meeting of the Pleasant Prairie Village Board was held on Monday, December 9, 2013. Meeting called to order at 6:50 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Dave Smetana, Police Chief; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director; Dan Honore, IT Director and Jane M. Romanowski, Village Clerk. One citizen attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETING - NOVEMBER 18, 2013**

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any discussion on the minutes?

YUHAS MOVED TO APPROVE THE MINUTES OF THE NOVEMBER 18, 2013 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

- 5. CITIZEN COMMENTS**

Jane Romanowski:

We have one signup tonight, Matt Phillips.

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Matt Phillips:

Good evening. I'm Matt Phillips from Senior Lifestyle Corporation in Chicago. Our address is 111 East Wacker Drive, Suite 2200. And we just received conceptual plan approval from the Plan Commission. And I just wanted to introduce ourselves. And I think the next step is probably to be in front of your body for ultimately a conditional use permit and planned unit development. So I'm here to answer any questions you'd like about the proposed project. And if not I just want to thank you for your time.

John Steinbrink:

Thank you, Matt. Anyone else wishing to speak? Hearing none I'm going to close citizens' comments.

6. ADMINISTRATOR'S REPORT – None.

7. UNFINISHED BUSINESS

A. Consider renewal application for Scotty's Mobile Home Park License.

SERPE MOVED TO REMOVE ITEM 7A. FROM THE TABLE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

Jane Romanowski:

As you will recall last Monday the Board tabled consideration of Scotty's because they wanted an update on the pending building and zoning violations. And as my memo states this is what I received from Ralph last week about Lot 13, Lot 15 and Lot 27. And I don't know if Jean's has more information on that. And there was also an email that I did place at your seat tonight. So we'll let Jean update you on those.

Jean Werbie-Harris:

Members of the Board and the audience, with respect to Scotty's Mobile Home Park with respect to all of the items that were on our punch list many of them were taken care of immediately. There were numbers placed on Units 1 and 10. Lots number 27 had the skirting completed and the railing put around its unit deck to get into the unit. Lot 19 the window was replaced.

The two units or lots that still had concerns or problems last week they have been very aggressive in getting things taken care of, the first one of which is Lot 13. This particular unit - they have been out there, and they have taken off the illegal porch and lean to and other areas. They put new siding on it. They're not quite finished, but it's almost completed. I'm not sure if you had an opportunity to take a look at the email that was sent with respect to the siding. I know it looks like the siding is two different colors. It is. What they intend to do is get the last side up and completed in the next few weeks, and then they'll be painting it in the spring. But it looks 100

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times better than it did with respect to the unit, and they've cleaned up everything around it. So that should actually be done probably in the next three weeks depending on weather and such.

The second issue was with respect to Lot 15. And with respect to the emails and conversations that I've had with G. John on that particular unit the individual has actually gutted out the inside and has started to remove some of the parts on the inside as well. And he believes that they'll have it done by Monday, a week from today. And I told them I said weather permitting. But he believes that they will have everything done and so that that unit can be removed before the end of the year. In addition Rocco, our Village Assessor, has now removed the majority of the value of that particular unit. And I believe that that will take care of the value of that property that's being removed before the end of the year.

Jane Romanowski:

Lot 27, the stairs?

Jean Werbie-Harris:

Lot 27 the stairs that was one of the first ones I mentioned that the stairs had been put up adjacent to the unit, and a railing had been put around.

Jane Romanowski:

Since last Tuesday?

Jean Werbie-Harris:

Yes.

Mike Pollocoff:

When they say they're going to have it done they mean removed, not just stripped out on the inside and redone for reuse.

Jean Werbie-Harris:

My understanding is that it's going to be removed. Possibly Vince can add some additional comments with respect to that. But they were gutting it as of last week and this week.

Steve Kumorkiewicz:

So they are working to remove it from the inside out?

Jean Werbie-Harris:

That's my understanding. Isn't that correct? Maybe Vince could come up.

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John Steinbrink:

Vince, if you want to just clarify. Just give us your name and address for the record.

Vince Ruffolo:

Vince Ruffolo, 3805 13th Place. In respect to the lot for the unit there I think the lot in question you're talking about, Jean, that's been gutted out, and it's going to be repaired. Now, I'm looking into -- can we remove something like that, if we would remove it off the property, but I think it's being remodeled and being redone. Now, the question is we don't own that. So the question is the court or by court or by injunction you guys can technically condemn and then it would have to be removed if that would be the case. I've not been inside there but my brother has. And apparently what was the comment he gave you, Jean, you think he's remodeling that or the owner went in there and redid it.

Jean Werbie-Harris:

I mean I have some photos if you haven't seen some of the photos in there. But it was trashed pretty much on the inside.

Vince Ruffolo:

See the whole -- and in something like that obviously. I don't know. I'm dealing and talking to an attorney right now to see what kind of lien that we have in order to go in and take control of some of these mobile home parks that are like that. Because we do not own the housing. We own the land. We're renting the land. So I don't know to what conditions -- something like that we don't tolerate, and it's not something we want to see. But the question is do we have the right to go in and put pressure and remove a mobile home, a housing. Now that's where the trick of the trade is.

Now, I just want to say one thing further. When we took over this mobile home park there were drug addicts, there were alcoholics, infested with prostitution, and we cleaned it up. Now, the majority, 99 percent, are working families. They have jobs at the pizza place, gas stations. Now, their vision in life is not the same as ours otherwise they would have a \$600,000 home in Meadowdale. Their vision is a little different. So we're trying very hard and work towards getting this under control as best as we can. And obviously we appreciate your input into this and give us ideas and so on.

But along those lines I think it's critical that some plan be done. Because a few years ago I had an opportunity, there's three lots there, one of them is three acres in front, there's two acres in the back, and then there's probably another quarter of an acre or half acre on the side which gives a total of five and a half acres. And a few years ago I had a buyer that was willing to put up a dealership, but I couldn't convince the Village at the time to combine the three because the fact is it is designated as residential. The front is obviously the mobile home park, and then the sides

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also residential which is next to the auto -- well, now you've got a little strip mall on the side on the west end of it.

So from this standpoint it's vital how are we going to approach this. Because I come every year and obviously I don't like it no more than you do the questions. We show a long-term and short-term plan, and obviously the short-term plan is you cannot -- what are we going to do with those individuals that live there. And obviously you have the right not to renew the license. But on the other hand what are we going to do with those people? That's the question that comes in.

We are working very -- as Jean said we took a very severe action, and we worked very diligently to go ahead and get this in place and get to right some of these so-called violations. And it's not that we're correcting them, we're making the individuals who own the mobile home correct this. But, again, the point I'm trying to make is we're not dealing with individuals that so-called [inaudible] University of Wisconsin-Madison law school. We're dealing with individuals that they look at life totally different. So we're working very hard to [inaudible].

You also can help us from that standpoint because obviously they pay taxes and you tax them on the mobile home. And if you condemn a mobile home then obviously, yeah, then I guess from that standpoint it could be removed. But until then it can't be removed. So these are the issues that I think that -- and as I've mentioned to some of you I would like to -- it's prime property. I'd like to look at long-term and short-term some type of, that's it. And I don't know what direction the Village wants to move. If the Village wants to say, look, we're not into the mobile home park, I don't know, we want to abolish that and eventually put them aside and bring in some more commercial and high end residential, that's great. I'm all for that. The question is how are we going to approach this. That's the question. What question are we going to go?

I think those people have a right to have some type of home in their means, and in order for me or you or anyone to say, look, you have some type of a junk car in front of the house and that's got to go. Well, in your eyes or my eyes it's not good and I agree. But on the other hand you've got to look to see who we're looking at. If they repair their car in front of their home or a mobile home, and I understand they wouldn't do that in Meadowdale, but they do it in that particular scenario.

So the whole thing is how are we going to as a Village and also as a business owner how are we going to approach this so everybody can be on the same page. And also be kind enough and gentle enough that we gradually find a way for these folks to find a home, not to be kicked in the street and be kicked on the curb of the road. So these are the issues. And if we try very hard to kind of look at them, how to improve them, but then you only get so far. Those of you who have dealt with so-called the individuals with that kind of mentality.

John Steinbrink:

Vince, maybe a quick question. You spoke of an opportunity you had at one time. If another opportunity was to arise to do something else with this property what would be your procedure to go through to allow it to happen in a timely time when you have these units all on there? What

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would be the time line? What would you have to do in order to make the land available for development?

Vince Ruffolo:

Well, I think a reasonable amount of time would be that -- and if you have a developer come in and the Village would go along and combine the three lots, the three so-called identifies and you would have another scenario like we had a few years ago, then we have the people that [inaudible] for some time I think it's only appropriate to give them at least a six months notice to say within six months this part will be demolished, no longer be a park. And then we expect you to find yourself another area that you can bring your mobile home to. And at the same time I believe that we go ahead and maybe give them some ideas and give them some feedback where they can go to a [inaudible] because there are parks in the area that would accept.

John Steinbrink:

I guess legally how much time do you have to give them notice-wise.

Vince Ruffolo:

I don't know. That I don't have the answer. I guess you want to -- I'm a true believer not only you go legally but also you want to go above and beyond that because it's only fair to --

John Steinbrink:

But we've been talking about time lines for trailers like Lot 15 and not being able to do anything with it because you can't find the owner.

Vince Ruffolo:

Correct. John, I can mention to you I talked to my attorney, and basically they said as long as -- you have to go through the processes. You have to foreclose on it, somewhere along the line the court has to order you to go ahead and remove it. The process could be lengthy.

John Steinbrink:

That would be the same process then for if you were going to develop the property for something else then.

Vince Ruffolo:

Well, not necessarily, because then I think what you could do is you could make an announcement to say that the park will be closed effective six months, eight months down the road. And these are areas you have to move from here, and the first thing they'll question is where am I going? Do you have any leads? Well, maybe we can go ahead and give them some leads that there will be parks in the area that they're accepting mobile homes. Then it's up to

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them to move it. Then if they don't move it then obviously you have to take other actions accordingly.

But I believe you have to give them at least what the law requires, and I don't have that number unless one of you would know. But I don't have that number. But it's something that -- and, John, in regard to the whole picture it's a process. In the meantime we're going to continue keeping it up. Like I said, we went from a park that was full of drug addicts, alcohol, prostitution, and we cleaned it up to people who at least have jobs and they're working.

John Steinbrink:

Okay, any other questions for Vince? Mike?

Mike Pollocoff:

I guess the Village ordinance requires that park management maintain the park and that the owner is required to maintain their dwellings in a livable standard. The problem we've had is that action, and it's the responsibility of the park management to ensure through the rental contracts for the lease of the space that that's the mobile homeowner's responsibility to do that. And that's the park management's responsibility to enforce that.

Now, nobody on this Board and nobody on the Village staff has said we want to get these type people out. That's not our goal. Our goal is that dwellings cannot be allowed to exist in such a rundown condition that for the working people that you describe that are living in that area they shouldn't have to put up with that. And I think the problem is this problem arises at the eleventh month every year where it's a big surprise that all of a sudden there's a unit that isn't in good shape.

The Village cannot condemn the mobile home. We cannot condemn personal property on leased land. We can condemn real estate. We can condemn the dwelling on the real estate. But we can't condemn a mobile unit that's valued as personal property. And it's on land that they're leasing. So that's why the statutes and the ordinance are geared to give that responsibility to the park management, and the park management responsibility is to administer that through the lease.

And so the extent that you're the one that executes the lease with the people, so if you give them one month's notice through the lease or you give them two months or three months, whatever that is that's between you as the park management and them as the people that are going to park their personal property on the leased land. And then that's what makes it happen. That's why a mobile home park operator gets the privilege of having densities at that higher level, they get the benefits of having a park that you can't typically put into existing residential.

So this Board cannot sit there and condemn a home. We'd have better luck saying that it was an unlicensed home and then we could tow it off as we would a trailer or a car on private property. But that's not our responsibility. That's your responsibility. And your contracts have to -- I'm assuming that your attorney has drafted contracts for you that's giving you that leverage to make that happen. Because you're the only one that can do it. Our only time in the situation is for you

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to keep a licensed mobile home park you have to live up to those conditions within the statutes and within the mobile home park ordinance because that's our connection to you.

So these issues out there that live out there that create out there are the responsibility of management that allowed it to go to this point. And if it had just been an issue that cropped up, but every year we kind of go through the same thing where we're right at the end of the year and we need more time, the ground's frozen, we can't put asphalt in. And this happens every year. And I think whoever you've got working for you out there he's got to take a more interest outlook in managing this thing and making sure it operates well.

I agree with you there's a lot of people out there they're probably not making a lot of money. That's not their fault and it's not our fault but that's the way it is. But they don't deserve to live next to somebody that's devaluating their property because it's out there. And that's who's getting hurt, the people you're talking about by letting these bad units exist out there. So if they can get that thing done by the end of the year you'd be in compliance. There would be no issue with the license for the park. I mean that's where it is.

As you indicated we can't condemn a property because we just don't have the legal authority to do that. And for me to condemn something I have to -- the government is going to exercise probably one of the strongest powers they have is to take property away from somebody, the dirt that they own and the improvements on it and say this now belongs to us, and we're going to give you some money to go someplace else. I don't think this Board would do that and we can't do that. We legally can't do that because you own the property. It's like we'd have to condemn your property and then they would be the relocation.

Vince Ruffolo:

Mike, the rule was put in by a statute that if somebody goes in by a property and happens to dump a trailer or a mobile home or a car or whatever, that you can do. Long as they're paying the rent, if that individual pays his rent, we were told you have no right to go in and tell them they've got to move or take it out. Now the statute also calls for the Village [inaudible] an ordinance. The village can impose on that mobile home say you have to keep it so long. You can issue basically an informing piece of paper saying you're in violation of X, Y and Z.

But what I've seen going on, Mike, is this. That a lot of times we can go to any mobile home park, any one of them, and I guarantee you we'll find an issue. We'll find an issue. I mean in the eyes of the beholder a lot of times. Some of these issues, the picture I saw is something like that, yes. But how am I going to go and say, alright, this is trash, I'm going to go tie a chain to it and I'm going to pull it out of that because actually that's what is required.

Mike Pollocoff:

No, what I'm saying is that surely you must have something in your leases that doesn't permit this to exist.

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Vince Ruffolo:

The lease basically is totally accorded to the ordinance of the Village.

Mike Pollocoff:

Nope. The lease is accorded to the rights of you as a property owner that own the real estate property and the rights of that mobile home who owns personal property. We have no rights in that agreement. You're the one that has the rights.

Vince Ruffolo:

I cannot go in their property and inside the facility.

Mike Pollocoff:

But does your lease permit this?

Vince Ruffolo:

It does not. It does not allow me to go into their home.

Mike Pollocoff:

So they violated their lease if it doesn't permit.

Vince Ruffolo:

In their home I can't go in. I can go on the outside and say you've got to move your car. Your car is in the way [inaudible]. And believe me it's not something that we condone, and we try very diligently and very hard to kind of make sure we encourage them to live and repair technically their home. I'm not repairing it. They're repairing their own. And we stand there and over and over say -- then you come to a point, okay, then legally you have to take legal action to go ahead and do that, and that's a lengthy process to do that.

The point I'm trying to make is the Village has because they pay taxes, the mobile home pays taxes to the Village. So the Village could -- could it condemn the property? Well, it could say, and I don't know if it can be done or not. The question is how are we going to go about -- and we work very -- from my standpoint we work very diligently on it. And if we see a car that doesn't belong there it gets towed away because of the roadway and everything else [inaudible]. The question is you're going to go in and how are we going to go about and do that. We encourage him, we can work at it.

But there's been a situation where we walked in, there was a tree that fell on one of them, not too long, maybe a year or so ago, and the guy said he was going to fix it and he never fixed it. We finally said you've got to repair this, you've got to repair this porch. So we'll stay on top of it

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but, again, the point of the whole thing is I agree I'm not disputing what you're saying. I'm just saying to you that it's a very touchy subject especially when you're dealing with, like you said, it's a low income, and it's people that they [inaudible]. And the question is I'm willing to look at a solution for the long term to see what can be done about and maybe bring it -- it's prime land. I'd like to see something for myself.

John Steinbrink:

Okay, thank you, Vince. Mike?

Michael Serpe:

Right now I think the issue tonight is the letter that was sent that we have to address on these mobile homes and the condition of them. As I understand it, Vince, number 15 is being dismantled and it's going to be removed according to the conversation I had with your brother.

Vince Ruffolo:

Yes, correct.

Michael Serpe:

The inside is almost done, they're going to start working on the outside. If we don't renew the license, the people don't get evicted, the fines start daily, and those fines are \$625 or something like that a day. I'm not too sure. And I want to avoid that. I don't want to see that happen. But I think, Mike, you hit it right on the head. I think a better effort has to come from the person that you have overseeing that park, the superintendent of the park or whatever you want to call him. That person should be made a little bit more aware of what's required and what has to be done to get the license renewed every year.

Now, if everything that has been noted on the letter has been addressed or almost addressed with the exception of number 15 which is in the works, then I would say that we can approve the license subject to that number 15 being totally removed from the park by the end of the year. And if it's not then the fines are going to have to start. But I'm confident that that trailer will be gone.'

Steve Kumorkiewicz:

I've got a question here for you. It appears to me that you list the land to put a mobile home, now you don't have terms and conditions for the lease of the piece of property do you?

Vince Ruffolo:

No.

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Steve Kumorkiewicz:

And I think that's the root of the whole problem because we cannot put a solution to that one. It's your property. When you sign a lease, I signed a lease for a property in the city years ago and there were terms and conditions. Told me what I have to do. And you don't have nothing like that.

Vince Ruffolo:

Correct.

Steve Kumorkiewicz:

So don't try to send it to us now to take care of the problem because the problem is yours. What I hear right now is you trying to say you -- wait a minute, don't say you, say we, okay? Because it's not our problem, it's yours.

Vince Ruffolo:

I didn't say it was your problem.

John Steinbrink:

Okay, Trustee Serpe has asked that we stick to the --

Michael Serpe:

We have to stick to the letter and to the agenda item.

John Steinbrink:

-- letter. And as long as we're agreed that 13 is going to be redone and we can see the process there and 15 that is going to be removed, I guess.

Vince Ruffolo:

Is that's right, Mike, that's what's going to be removed?

Michael Serpe:

Yeah, John said 15 is going. I don't think you're collecting any rent on 15 anymore. I'd be surprised if you are.

John Steinbrink:

Well, 15 was going to be given away anyhow to somebody.

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Michael Serpe:

Right. So the only thing we need from you, Vince, is a commitment that 15 will be removed before the end of the year. If that happens your license goes for another year.

Vince Ruffolo:

Before the end of the year? Before the end of this month?

Michael Serpe:

It has to be gone before the end of the month.

Vince Ruffolo:

This month?

Michael Serpe:

Yes.

John Steinbrink:

It's already being dismantled.

Vince Ruffolo:

Alright, if you got it from my brother.

Michael Serpe:

Yeah, John said it's going to be gone. I would make a motion to approve the license subject to trailer number 15 being totally removed from the park by the end of the year.

Monica Yuhas:

Second.

John Steinbrink:

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

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Steve Kumorkiewicz:

Yes. I don't think I'd like to see a license for a year. I'd like to see give him a license for three months or six months.

John Steinbrink:

Right now it's subject to this being done by the end of the year.

Steve Kumorkiewicz:

Yeah, but if he complies with that we're going to give a full year [inaudible]. I've got a problem with that.

Michael Serpe:

I wouldn't recommend that. If he's complying with the letter then I think we owe it to him to give him a year.

John Steinbrink:

The motion so far, we'll take a vote on that -- Clyde?

Clyde Allen:

Thank you, Mr. President. The problem I have with allowing a license for another year even if they remove this unit number 15 is if you look at Lot 13 how in the world does that even allow to happen? Every year -- I understand but I'm saying every year it seems that we come up with these issues that we have a unit that does not look very good, and 13 should not occur. That just should not occur. I understand. I agree with you wholeheartedly these people have a different vision in life, they're low income, they're working pizza places, they're working gas stations. God bless them, I hope they can make things work the best they can. But 13 should not occur, 15 just should not occur. But every year this does occur. And somebody's got to watch out to say 13 should not happen. That is visible to everybody in the world.

Vince Ruffolo:

I agree with you. Mr. Allen, the question again as I stated we can go ahead and put a sign tomorrow but what do you do with those folks? I'm open for ideas. I really am open for ideas.

John Steinbrink:

Okay, we had the discussion last week on 13, 15 shouldn't, 27 should have been skirted, that wasn't, that was a whole year. The issue before us is the motion. We have a motion and a second. Any further discussion?

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SERPE MOVED TO APPROVE A MOBILE HOME PARK LICENSE TO G. JOHN RUFFLE FOR SCOTTY'S MOBILE HOME PARK, 5303 75TH STREET FROM 1/1/14 THROUGH 12/31/14 WITH THE CONDITION THAT THE TRAINER ON LOT 15 HAS TO BE DISMANTLED AND REMOVED BY 12/31/13 OR FINES WILL BE ISSUED; SECONDED BY YUHAS; MOTION CARRIED 3-2 WITH ALLEN AND KUMORKIEWICZ DISSENTING.

Vince Ruffolo:

Thank you.

John Steinbrink:

Thank you, Vince.

8. NEW BUSINESS

- A. Receive Plan Commission recommendation and consider a Conceptual Plan for the proposed Senior Lifestyle Community generally located south of Prairie Ridge Boulevard and east of 97th Court within the Prairie Ridge development.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is the request for the conceptual plan for the Senior Lifestyle project. And we don't have the slides. You had seen them at the Plan Commission hearing earlier this evening. The petitioner is proposing to develop a nine acre site for a 162 senior housing unit development with two phases. Phase 1 will include 96 units; phase 2 will include 66 units. The senior housing community will include central dining facilities, multipurpose rooms, a fitness center, arts and crafts. As part of their monthly fees residents will have access to meals and other services such as housekeeping, linen services, transportation, recreation, recreational, other type of services for the facility.

Again, this is a senior development that's proposed to be located west of the senior housing project that VK developed a number of years ago south of Prairie Ridge Boulevard between 96th Avenue and 97th Court. The petitioner specifically is requesting a conceptual plan approve this evening. The next steps in their approval process will be a conditional use permit, a planned unit development to address any dimensional variations to their project, as well as the detailed site and operational plans related to that conceptual plan.

Specifically the developer had presented at the Plan Commission meeting a series of illustrations and drawings as to how the facility was to be laid out. These are plans that we've been working on for several months with the Village staff along with the fire department and police department. Others have seen them that show us exactly what is being proposed. Again, it's intended to be a three story facility. They're looking for a maximum height of 45 feet which would be a ten foot variation from the ordinance. Again, that will be addressed at a separate point by the Village Plan Commission and the Village Board with the public hearings.

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They have adequate parking for the facility. They might need a slight modification for the second phase. Again, that will be part of the PUD. One of the biggest concerns that was raised at the Village Plan Commission meeting is that there are a number of private and public improvements that were completed, some were completed, some were not surrounding this development. We received an engineer's cost estimate to complete the public and private improvements for this entire area. And we do need to review that estimate to make sure that the letter of credit on file with the Village is still adequate in order to complete those public improvements and private improvements, as well as those in subsequent phases that this particular developer is not going to be completing at this time.

The staff and the Plan Commission recommended approval. We still have some things to work out a little bit with the architecture and some of the building materials and such, but it's all spelled out in the staff comments which they have agreed to all the comments and conditions at the Plan Commission meeting.

Michael Serpe:

Is that what the --

Jean Werbie-Harris:

No. If you'd like we could go through and pull up the slides real quick.

John Steinbrink:

Everybody was here for the Plan Commission meeting.

Steve Kumorkiewicz:

We were all here, yes.

Jean Werbie-Harris:

Exact same slides as previously shown.

Michael Serpe:

I concur with the Plan Commission's recommendation and move approval of the conceptual plan.

Steve Kumorkiewicz:

Second.

Mike Pollocoff:

I'd also like to add the caveat on the letter of credit.

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Michael Serpe:

And that will come through with the developer's agreement?

Jean Werbie-Harris:

That's correct. There will be a developer's agreement, yes.

John Steinbrink:

Motion by Mike, second by Steve, caveat by Mike. And everybody was here and did see the presentation. Thank you for the presentation. Motion, second. Further discussion?

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CONCEPTUAL PLAN FOR THE PROPOSED SENIOR LIFESTYLE COMMUNITY GENERALLY LOCATED SOUTH OF PRAIRIE RIDGE BOULEVARD AND EAST OF 97TH COURT WITHIN THE PRAIRIE RIDGE DEVELOPMENT SUBJECT TO STAFF COMMENTS INCLUDING A LETTER OF CREDIT TO COVER THE ENTIRE COST OF THE PUBLIC AND PRIVATE IMPROVEMENTS FOR THIS DEVELOPMENT AND FOR THE ENTIRE DEVELOPABLE AREA; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

John Steinbrink:

Thank you, gentlemen.

B. Consider purchase of comprehensive backup and storage units for the Information Technology Department.

Dan Honore:

Mr. President and members of the Board good evening. Office of Information Technology is requesting approval to purchase three devices that will significantly improve the reliability and performance of the Village's data backup environment and data storage environment. The storage right now that we have is approximately ten years old. It's at least two years out of its end of life, past its end of life. The backup devices that we are using are tape devices. The newest one is still a viable environment, and we would redeploy that in other means. The other devices that we use for backup are older technology and would most likely look at selling those after market if we can.

The first device that we'd be looking for is a storage area network. Basically it's a cabinet that has a lot of hard drives in it, solid state drives, newer technology. Manufactured by Fusion-io. This device would sell for a total of \$58,600. That's including five years of maintenance for the price of three years if we pay for this all at one time. The storage for that will provide us plenty of growth with at least three to five years into the future based on what we currently have as well

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as what we're estimating with the newer programs that we're bringing on board such as Munic [phonetic] for finance and human resources.

The other two devices are the backup devices which are manufactured by Unitrends. One device would be located here in the Village most likely at Prange. The second device would be located downtown at the Kenosha County Data Center. That would become our disaster recovery device. So should something happen to the Prange building itself or that backup device we could always sail over to the one that's at Kenosha County, and we would have our data safe and secure in that building.

Those two devices together at the time I put this together totaled \$52,573.92. Since this I had secured another \$4,000 off of that. So tonight, again, we are asking for authorization to purchase one Fusion-io N5-100 storage area network for the one-time cost of \$58,600 with no recurring annual maintenance for five years. We are asking for authorization to purchase two Unitrends 824 appliances for a one-time cost of -- no more than \$52,573.92 and a recurring annual maintenance beginning January 1, 2015 of \$7,780.92.

Michael Serpe:

I have a question. How does this come in compared to the budget?

Mike Pollocoff:

We've got room in the budget for this. And the bid prices you can see on the storage it was pretty tight. And for the backup there was one that was smaller but it was 24 terabytes versus 32 so it didn't get done what we needed to get done. So this will come in under budget.

Steve Kumorkiewicz:

Under budget?

Mike Pollocoff:

Yes.

John Steinbrink:

Clyde?

Clyde Allen:

Thank you. Just a clarification. You had mentioned the purchase of the storage unit was \$58,600, and you mentioned that it was five year maintenance. Our screen shows three year maintenance.

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Mike Pollocoff:

It's at the cost of three years.

Dan Honore:

The incentive that we get is the five years of maintenance for the cost of three years. So in other words we pay for what three years would cost but we get five years out of it.

Monica Yuhas:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

YUHAS MOVED TO APPROVE THE PURCHASE OF ONE FUSION-IO N5-100 STORAGE AREA NETWORK FOR \$58,600 AND TO PURCHASE TWO UNITRENDS RC824 APPLIANCES FOR A TOTAL OF \$52,573.92 AND A RECURRING ANNUAL MAINTENANCE FEE FOR THESE UNITS IN THE AMOUNT OF \$7,780.92 BEGINNING JANUARY 1, 2015; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

C. Consider construction management services agreement for the proposed Fire Station No. 1 project.

Mike Pollocoff:

Mr. President, I'm proposing that the Village enter into an agreement with Riley Construction to provide construction manager services for the reconstruction of Station 1. And the construction manager is just to follow up. They're involved in the beginning helping to make sure that the design that's prepared is going to be cost effective from a construction standpoint, that the Village is getting the best dollar we can. And then they'll provide that service all the way through the completion of the project.

Because in this case Riley Construction will be the construction manager they do not get access to the bidding. They don't get an automatic selection for work to be done. All work that's on the project, whether it's electrical, plumbing, masonry, whatever, if they want to do that work they have to competitively bid with everybody else. And the Village awards those bids. So the bid documents, the plans, the specifications are prepared by the architect, and Riley they make sure that they're right. But they don't get access to any of the contract work unless they're the low bidder. The example is RecPlex and the aqua arena and at the rehab at the police station there

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was some items that Riley was not the low bid on and they didn't get that work. So who ends up actually doing our work will be a process of the public bidding process.

The charge for this is 2 percent of the total project cost. There are some additional fees that would take place if we had them do additional work above and beyond that where we're going to use their equipment, use their trucks, use any of their construction equipment in helping get the jobs done is at a price. But the basic work is at 2 percent. That's one of the reasons we're getting -- that is a good rate. That's probably 2 percent lower than others. They have done a lot of work for us. And they've been a trusted advisor for the Village on construction projects, and we've had really good success with them. With that I recommend that we authorize the Administrator to execute a contract with Riley Construction for the relocation of Station 1.

Michael Serpe:

So moved.

Clyde Allen:

Second.

John Steinbrink:

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

SERPE MOVED TO APPROVE A CONSTRUCTION MANAGEMENT SERVICES AGREEMENT WITH RILEY CONSTRUCTION FOR THE PROPOSED FIRE STATION NO. 1 PROJECT AS PRESENTED; SECONDED BY ALLEN; MOTION CARRIED 5-0.

D. Consider Resolution #13-28 relating to an amendment to the 2013 budget.

Mike Pollocoff:

Mr. President, the Finance Director is recommending that we authorize a fund transfer between categories which requires Board approval. In this case Municipal Court revenues have exceeded projections by \$6,436. And to produce that we spent more money in salaries, some consultant services for jail fees, printing, credit card processing fees and [inaudible] insurance had increased. So the net change to the budget is zero. But we need to make a transfer between revenue for expenditures to fund that out. So we're requesting that the Board authorize Resolution 13-28.

Steve Kumorkiewicz:

So moved.

Monica Yuhas:

Second.

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John Steinbrink:

Motion by Steve, second by Monica. Further discussion?

KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #13-28 RELATING TO AN AMENDMENT TO THE 2013 BUDGET; SECONDED BY YUHAS; MOTION CARRIED 5-0.

E. Consider a Partnership Agreement between the RecPlex and the Wisconsin Juniors Volleyball Club.

Mike Pollocoff:

Mr. President, RecPlex has entered into a five year agreement with the Wisconsin Juniors Volleyball Club which is a girls volleyball club. And, Carol, go for it.

Carol Willke:

Mr. President, what the RecPlex is looking for is to continue the agreement that we have with the Wisconsin Juniors Volleyball Club. We've had a successful partnership with them for the past eight years. They have brought the level of volleyball that the girls and some young women, it goes up to the age of 18, the volleyball that they produce out there is pretty phenomenal. And we have been extremely happy with our relationship with them, and would like to extend it for an additional five years. So with that if you have any questions I'd be happy to answer them. Otherwise the recreation department is requesting that you authorize this agreement.

Clyde Allen:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

Monica Yuhas:

Carol, real quick, just how many teams do they have out there?

Carol Willke:

I wish I could answer that for you. I can't. They are out there five nights a week anywhere from two to four hours a night. They start from third graders and go up to high school.

Village Board Meeting
December 9, 2013

Mike Pollocoff:

[Inaudible] usually on a weeknight.

Carol Willke:

I'm sorry, what?

Mike Pollocoff:

They use about three or four courts a night?

Carol Willke:

Yeah. Starting after the first of the year they'll have their Sunday volleyball tournaments. Some of them have eight courts. President's Day weekend they take the entire field house. It's pretty impressive to watch them play, some of the ladies. And a lot of them go on to play college ball. If I had to guess I'd say probably 20 or 25 teams.

Monica Yuhas:

Impressive.

John Steinbrink:

Trustee Serpe said the Board is willing to take them on.

Carol Willke:

Maybe we could do that as a charity event.

John Steinbrink:

Quite charitable. We had a motion and a second I believe. Any further discussion? Those in favor?

ALLEN MOVED TO APPROVE A PARTNERSHIP AGREEMENT BETWEEN THE RECPLEX AND THE WISCONSIN JUNIORS VOLLEYBALL CLUB; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

Village Board Meeting
December 9, 2013

9. VILLAGE BOARD COMMENTS

Michael Serpe:

I have one. We had a good year. The Village had a good year this year. I think our services were as good as they've ever been. I think in spite of the cuts that we always have to endure from the State every year we managed to continue to supply good services to the people. And with that I wish everybody a very merry Christmas and a happy new year and see you in 2014.

10. ADJOURNMENT

ALLEN MOVED TO ADJOURN THE MEETING; SECONDED BY YUHAS; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:45 P.M.

MEMORANDUM

Date: December 23, 2013

To: Village Board of Trustees

From: Jane M. Romanowski
Village Clerk

Re: Ruffolo's Pizza LLC – New Liquor License

Richard M. Stiles, agent for Ruffolo's LLC, has applied for a Class "B" Fermented Malt Beverage License and a "Class B" Intoxicating Liquor License for the existing restaurant located at 11820 Sheridan Road. Mr. Stiles is in the process of purchasing the current business, and a tentative closing date of January 28, 2014 has been scheduled. If the Village Board approves the application, the following conditions must be satisfied before the combination license is issued:

- Submit documentation showing ownership and/or lease for the premises located at 11820 Sheridan Road.
- Payment of prorated liquor license fees and publication costs.
- Payment of any delinquent taxes, invoices, etc. if applicable.
- Frank Ruffolo must surrender the license currently issued for the establishment.

Police Chief Dave Smetana has approved Mr. Stiles as an agent for this liquor license, and all other license requirements have been satisfied. I recommend a Class "B" Fermented Malt Beverage License and a Regular "Class B" Intoxicating Liquor License be issued to Richard M. Stiles, agent for Ruffolo's Pizza LLC, for premises located at 11820 Sheridan Road, effective from the date the conditions are satisfied through June 30, 2014.

* * * * *



**Municipal Court
Village of Pleasant Prairie**

Richard Alan Ginkowski, Judge
Brian M. Sheffler, Clerk of the Municipal Court

9915 39th Avenue
Pleasant Prairie, Wisconsin 53158
(262) 694-8923
FAX: (262) 694-1401

December 27, 2013

TO: Village Board

RE: Collection Agency Partnership for Municipal Court

This summer my staff and I began reviewing the backlog of uncollected forfeitures owed to the village as a result of municipal court judgments. This included a review of outstanding commitments (arrest warrants for nonpayment of court obligations) to ensure the accuracy of data entered into the Wisconsin Crime Information Bureau (CIB) computer network to help guard against potential civil liability in the event someone is arrested on the basis of a commitment that was ultimately satisfied but never cleared out of the system. We also had internal discussions concerning collection options and began identifying potential collection agency partners. Toward that end we proposed, and the board accepted, a plan to upgrade the deputy clerk of municipal court's position to full-time to facilitate working on collection matters. The next step was to identify potential collection agency partners and investigate which one would be most appropriate for our use.

Municipal courts in Wisconsin have only one option when finding an adult guilty of violating a municipal ordinance – imposition of a “civil forfeiture” which is legal jargon for what we would commonly call a “fine.” (Wisconsin law uses that terminology because the use of the word “fine” is reserved for a criminal conviction where the judge imposes a monetary penalty. Municipal court convictions are noncriminal so different terminology is used.) Violators are typically given 30 to 60 days after conviction to pay court obligations. There are a limited list of sanctions available for nonpayment. The most common are:

- Suspension of Wisconsin driver's license/driving privilege for up to two years or until the court obligations are paid.
- In lieu of a suspension, commitment to the Kenosha County Jail for a period of one day for every \$50 that remains unpaid. The sheriff's department charges the village for housing prisoners on municipal court commitments. A community service work crew option is available and the sheriff's department does not charge if the prisoner is eligible for, accepts and satisfactorily completes a work crew assignment.
- Certification of amounts unpaid over \$20 to the Wisconsin Department of Revenue's Tax Refund Interception Program (TRIP).

Violators who are indigent can discharge unpaid court obligations by agreeing to an installment payment plan or performing community service work. Municipal courts may also adjust court obligations due because of poverty and cannot commit a scofflaw to jail if they are indigent. Further, municipal courts have severely restricted ability (i.e., license

suspension and incarceration unavailable) to enforce collection of default judgments when the police have mailed citations as opposed to personally serving them. (We have seen a recent uptick in the number of mailed citations and an overall drop in the number of citations written lately. Anecdotally we have heard from officers that both phenomena result from ongoing malfunctions of the computer equipment in their patrol cars and a reluctance to write handwritten citations when this happens. We are not reluctant to accept handwritten citations should the police department elect to utilize them when the computerized system is malfunctioning.)

Since May we have taken several steps aimed at improving accountability and collections. For example, upon a plea of guilty or no contest in open court defendants are asked if they can pay their court obligations "today." If not, and indigence does not appear to be an issue, the typical period of time to pay was reduced from 60 days to 30 days. Nonpayment alternatives typically are license suspensions if the violator has a license and commitment to the county jail with work crew option if he or she does not. (We are admittedly in a "Catch-22" situation with respect to sanctions for nonpayment. Although village taxpayers help support the county jail we are billed if we house a defendant there for unpaid court obligations which is a "double whammy" on village taxpayers. There have been suggestions that we increase the use of commitments but we are hesitant because of the potential for increased cost to taxpayers.) We now mail copies of signed commitments to the defendants after they are issued. Surprisingly, some people simply forgot about their citation or court date and this has been effective in jarring those folks into compliance.

The next level of attack of avoidance of responsibility is to enlist the services of a collection agency partner. Wis. Stat. §800.095(5) permits municipal courts to employ a collection agency to collect unpaid court obligations with the agency's fees coming out of what is collected. We identified three potential partners who have worked with Wisconsin municipal courts:

- Professional Placement Services (PPS). Clients include the Glendale and Wisconsin Rapids Municipal Courts and the Kenosha County Circuit Court.
- Stark Agency. The Kenosha Municipal Court is a client.
- Credit Management Control (CMC). Clients include the Green Bay and Union Grove Municipal Courts. Also collects delinquent village ambulance service bills.

PPS, Stark and CMC all submitted proposals and met with court staff. Finance Director Kathy Goessl participated in the interviews with CMC and PPS. We also contacted references and other collateral sources. All three potential partners are licensed and basically competent to perform collection services. As judge I am primarily concerned with which agency understands and can best meet our needs and will be able to interface the most effectively with our staff and software. In a nutshell, these observations can be reported as follows:

- PPS: 19% collection fee on all placed accounts. Demonstrated familiarity with our software. Presentation was professional and focused on our needs. Positive recommendation from references. Highly recommended by Kenosha County Clerk of Circuit Court Rebecca Matoska-Mentink, a village resident. Better Business Bureau (BBB) accredited. BBB rating: A+. Willing to accept all delinquent accounts.

- Stark Agency: 19% collection fee on all placed accounts. Claimed ability to generically interface with our software. Answered our questions with basic, prompt answers. Presentation did not appear to demonstrate familiarity with our operations and needs. Appeared willing to accept all accounts. Kenosha Municipal Court did not have an adverse recommendation. Better Business Bureau (BBB) accredited. BBB rating: A.
- CMC: 14% collection fee on all placed accounts with an unspecified higher fee mentioned if they accepted more stale (older) accounts. Presentation was thoughtful and lengthy but much of it was very similar to presentations made to other communities. Positive recommendation from Green Bay Municipal Court. No reported issues collecting village ambulance bills. Claimed ability to generically interface with our software. Not BBB accredited. BBB rating: A. Highest number of BBB complaints of the three potential partners.

At this point we believe PPS is the best available partnership. They were professional, appeared to understand our operations and needs and clearly demonstrated an understanding of our software. PPS also was unequivocal in expressing a willingness to pursue all delinquent accounts regardless of age. Their fee is reasonable and is the same charged to the Kenosha County Circuit Court. (Note that the normal fee increases from 19% to 30% if PPS sues on our behalf.) We were also impressed with some aspects of CMC's presentation but question whether the 14% fee was artificially low and, as noted, CMC was reluctant to embrace older delinquent accounts at that rate. The reasonable 19% fee proposed by PPS and Stark seems more realistic and is in line with what Kenosha County Circuit Court is paying. Stark has experience with municipal court collections but did not demonstrate more than a promise to meet our needs. The Madison Municipal Court reported that they served them well but lost the new contract because they did not submit a timely renewal proposal. Stark was charging Madison a 25% fee. We did not sense as serious of an interest in our business as that expressed by PPS and CMC. On balance, PPS was a clear choice for our initial collection agency partnership.

While the court has the independent authority to employ a collection agency we believe this is a decision more appropriately made in collaboration with the board. We came to you as part of our budget request with proposals to enhance holding scofflaws accountable. Our request was approved and this proposed partnership with a collection agency results from that action. The proposed contract from PPS is attached for your review and, we hope, endorsement. Please bear in mind that this is essentially an "eat what you kill" arrangement where the agency's fees come solely from what is collected and not from village taxpayers. Also, the proposed contract allows the village to cancel on a 30-day notice if the service is deemed unsatisfactory.

Finally, we would be remiss not to point out that while we fully support holding convicted offenders accountable, our court is a justice court and not a "cash register" court. While undoubtedly revenue is raised from forfeitures collected that does not and should never factor into the adjudication of guilt in any case. Indeed, failing to hold scofflaws who blow off their court obligations accountable arguably results an injustice to those violators who have accepted responsibility and paid their obligations.



Richard Alan Ginkowski
Municipal Judge

**PROFESSIONAL PLACEMENT SERVICES, LLC (PPS)
SERVICE AGREEMENT**

1. For purposes of this contract, PPS will refer to Professional Placement Services, LLC and CLIENT will refer to **Pleasant Prairie Municipal Court**.
2. All accounts submitted to PPS will be assigned for collection, and will be validly due and owing by the debtor. Exceptions are deceased, paid prior to placement, etc. All accounts submitted to PPS are at the client's discretion. No settlement offers will be made on any account. Accounts will be submitted electronically via PPS listing procedures.
3. PPS will follow all collection laws in attempt to collect debts owed to CLIENT.
4. CLIENT shall report all direct payments on accounts listed with PPS, at time of receipt, by fax or email. Commission will be taken from the amount collected by PPS at month end and will be shown on reconciliation report. CLIENT shall remit payment based on monthly activity report provided by PPS for payments paid directly to CLIENT.
5. The contract term will be for a two-year period. However, the contract may be extended for additional one year terms at the option of the CLIENT. Either party may terminate contract by giving a 30-day written notice to the other party. Upon termination of this contract, PPS will be entitled to commission for a period of 90 days on accounts that have been referred for collection.
6. PPS will not refer accounts to an attorney for legal action in the name of the CLIENT without the expressed written authorization of CLIENT. The commission for authorized legal accounts will be **30%**.
7. PPS will be entitled to commission on all payments received. The commission shall be **19%** of all referred primary collection accounts. All other charges and fees are the responsibility of PPS.
8. PPS will provide a reconciliation report listing all monthly payments. This reconciliation report shall show case number, payor, amount received by PPS, amount of commission, and net sent to CLIENT.
9. CLIENT will receive a check and reconciliation report by the 10th of the month following collection or upon agreement.
10. Any amendments or modifications to this contract shall be in writing and shall not be effective until executed by all of the parties to this contract.
11. PPS shall indemnify, save and hold the CLIENT, its representatives and employees, harmless from any and all claims or causes of actions, including all attorneys' fees incurred by the CLIENT, arising from the performance of this contract by PPS or PPS's employees, agents or subcontractors. This clause shall not be construed to bar any legal remedies PPS may have for CLIENT'S failure to fulfill its obligations pursuant to this contract.
12. During the duration of this contract, PPS and its employees shall be considered independent contractors and shall not be eligible for workers compensation benefits asserted against CLIENT pursuant to Wis. Stats 102.07 (8)(b). Acceptance of this contract by PPS is contingent upon PPS's maintaining its own office, equipment and materials; holding a federal employer identification number; PPS's agreement to perform the specific services contracted by CLIENT for the payment

specified within this contract. Performance of the work undertaken by PPS during the duration of this contract shall remain under the control of PPS.

13. Tax refund intercept services with the State of Wisconsin Department of Revenue will be performed by PPS on accounts the CLIENT has not certified. PPS tax intercept services include but are not limited to the following; list all qualified accounts, obtain and verify a social security number, send the required notice to debtor, manage all account information with the State of Wisconsin and update the records.
14. Credit bureau reporting services will be performed with the authorization of the CLIENT. PPS reports debtors to the credit bureau on a nationwide scale as long as they're legally eligible (the debtor is over 18 and their debt is at least \$50)

Initial here if PPS should report your accounts with a credit bureau: _____

15. PPS will collect all eligible collection accounts on behalf of the CLIENT including accounts the CLIENT has certified with the TRIP program. Upon placement, if an account is already listed with TRIP, the CLIENT will send all eligible accounts after they have been through one tax season. If the accounts have not been listed with TRIP, they should be no more than six months past the last due date, with the exception being the backlog.
16. PPS does not receive any commission/fee on any payments the CLIENT receives from the Department of Revenue via the CLIENT'S own efforts. PPS does not receive fee on cases collected via bail/warrant pick ups. CLIENT will not submit accounts to the TRIP program after the accounts have been placed with PPS.
17. This contract and any executed amendments constitute the entire contract between the parties with regard to the matters set forth.

IN WITNESS WHEREOF, the parties have executed this contract in duplicate on the date below.

Pleasant Prairie Municipal Court

PPS, LLC

SIGNED _____

SIGNED _____

PRINTED _____

PRINTED _____

TITLE _____

TITLE _____

DATED _____

DATED _____

RESOLUTION #14-01

**FINAL RESOLUTION RESCINDING THE CONSTRUCTION
OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS
AGAINST BENEFITED PROPERTY FOR CONSTRUCTION OF FINAL ROADWAY
AND STREET TREES FOR THE WHISPERING KNOLL SUBDIVISION**

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 17th day of September 2012, adopted Preliminary Resolution #12-32 declaring intent to exercise special assessment police powers in connection with the construction of final paving and installation of street trees for a portion of the Whispering Knoll Subdivision; and

WHEREAS, the Village Board held a public hearing at the Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 15th day of July 2013, for the purpose of hearing all interested persons concerning the resolution and the report related to the proposed improvements and assessments and thereby adopted Final Resolution #13-15 levying special assessments for said project; and

WHEREAS, during the construction of said improvements the Village was able to utilize innovative methods to construct the final paving of the streets and install street trees in the subdivisions; and

WHEREAS, the final road construction and street installation cost was less than the original bid price for the work; and

WHEREAS, Harpe Development, LLC purchased the remaining 15 vacant lots from the original developer, Whispering Knoll, LLC, and agreed to pay the assessments levied on said vacant lots; and

WHEREAS, in order to release a lien the Village has placed on the developer's remaining lots, Harpe Development, LLC, has agreed to pay \$4,375.00 per lot as the parcels were sold in accordance with an agreement dated October 29, 2013; and

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin as follows:

1. The reconciliation of all final costs for the construction of the final street paving and installation of the remaining street trees resulted in a decrease in project costs; and

2. The remaining funds on deposit were sufficient to cover the final project costs; and
3. The Village Board hereby rescinds Final Resolution #13-15.

Passed and adopted this 6th day of January, 2014.

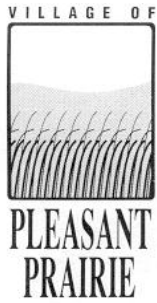
VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted:



MEMORANDUM

TO: VILLAGE BOARD OF TRUSTEES

FROM: JANE M. ROMANOWSKI
VILLAGE CLERK

RE: TOWING LICENSE APPLICATION – PRO TOWING

DATE: JANUARY 2, 2013

Sharon Wienke, d/b/a Pro Towing at 6018 26th Avenue, Kenosha, has applied for a Towing License within the Village of Pleasant Prairie. All requirements of the ordinance have been met including a Police Department inspection of the storage lot. I recommend a towing license be granted to Pro Towing January 7, 2014 through June 30, 2014.

* * * * *

**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS
Period Ending: November 30, 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. Samantha J. Chatmon
2. Brittany N. Durkee

thru June 30, 2015
thru June 30, 2015

Jane M. Romanowski
Village Clerk