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

Village Hall Auditorium 9915 – 39th Avenue Pleasant Prairie, WI October 20, 2014 6:00 p.m.

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Public Hearing
 - A. Consider the construction of 360 linear feet of water main on 63rd Avenue between 83rd and 84th Streets and Final Resolution #14-32.
- 5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
- 6. Administrator's Report
- 7. New Business
 - A. Consider Resolution #14-33 Resolution Authorizing the Issuance and Sale of \$6,870,000 General Obligation Promissory Notes, Series 2014B.
 - B. Consider Ordinance #14-32 to amend Chapter 348 of the Municipal Code relating to Vehicles and Traffic.
 - C. Consider Disallowance of a claim for damage to a vehicle by a parking gate at the RecPlex.
 - D. Consider Operator License Applications on file.
- 8. Village Board Comments
- 9. Adjournment.

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

RESOLUTION #14-32

FINAL RESOLUTION AUTHORIZING CONSTRUCTION OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY WITH THE CONSTRUCTION OF 360 LINEAR FEET OF WATER MAIN ON 63RD AVENUE BETWEEN 83RD AND 84TH STREETS

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 19th day of May, 2014, adopted a Preliminary Resolution #14-15 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of 360 linear feet of water main on 63rd Avenue between 83rd and 84th Streets.

WHEREAS, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 20th day of October, 2014 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

WHEREAS, the Village Board has examined the report relating to the improvements and assessments (including the schedule of proposed assessments contained therein) and has considered the statements of those persons appearing at the public hearing;

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

- 1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
- 2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
- 3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$8,894.55. The amount assessed against each of the affected properties is listed on Schedule C.
- 4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

5.	The property owners may, at their option, pay the assessments to the Treasurer in cash or
	up to ten equal, annual installments, with interest from November 1, 2015 at the rate of
	9% per annum on the unpaid balance. All assessments will be collected in installments as
	provided in the preceding sentence, except assessments with respect to which the
	property owner shall within 30 days from the date of the Installment Assessment Notice
	referred to in Section 6 below elected to pay the assessment in full as provided in such
	Notice.

6. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 20th day of October, 2014.

	VILLAGE OF PLEASANT PRAIRIE
Attest:	John P. Steinbrink, Village President
Jane M. Romanowski, Village Clerk	
Date Adopted:	
Published:	





October 8, 2014

Oscar A. Rodriguez 8330 63rd Avenue Pleasant Prairie, WI 53158

RE: NOTICE FOR PUBLIC HEARING OCTOBER 20, 2014, 6:00 P.M. VILLAGE HALL

The Village Board will conduct a public hearing on **Monday**, **October 20**, **2014 at 6:00 p.m.** in the Auditorium at the Village Hall, 9915 – 39th Avenue. This public hearing will be the last meeting to be held concerning construction of 360 linear feet of water main on 63rd Avenue between 83rd and 84th Streets.

PUBLIC HEARING OCTOBER 20, 2014, 6:00 P.M. VILLAGE HALL

This is the residents' opportunity to comment on the proposed project, prior to the Village Board making their decision to levy a special assessment to construct a water main project. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of the public hearing as well as the assessment report.

If you have any further questions or require any additional information, please call the Village Engineer, Mike Spence, P.E., at (262) 948-8951 or myself at (262) 925-6721.

Michael R. Pollocoff Village Administrator

Muline Processor

Enc.





NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin has adopted a preliminary resolution declaring its intention to exercise its police power to levy special assessments pursuant to section 66.0703, Wis. Stats., upon property within the following proposed assessment district for benefits conferred upon the property for construction of 360 linear feet of water main on 63rd Avenue between 83rd and 84th Streets, in the Village of Pleasant Prairie.

A report, the estimated cost of improvements and a schedule of proposed assessments are on file at the Pleasant Prairie Village Hall, 9915 39th Avenue, and may be inspected there during any business day between the hours of 8:00 a.m. to 5:00 p.m.

You are further notified that the Governing body will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the above described report at 6:00 p.m. on the October 20, 2014 in the Pleasant Prairie Village Hall. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Dated this 7th day of October, 2014.

Vesna Savic

Deputy Village Clerk

Isna Savic

Published: October 8, 2014

ASSESSMENT REPORT

63rd AVENUE WATER MAIN INTERCONNECTION PROJECT PROJECT NO. E-14-009

In accordance with the preliminary resolution of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on October 6, 2014 with respect to special assessments to be levied on properties benefited by the 63RD Avenue Water Main Interconnection Project, the undersigned reports as follows:

- 1. Plans. Attached, as Schedule A, final plan for the improvements described above;
- 2. Cost of Improvements / Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements, cost of the project for a 8-inch water main, and the assessment rate calculation;
- 3. Schedule of Proposed Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
- 4. The new improvements include water main and related appurtenances. The improvements will provide public water supply and protect the public health and welfare of the citizens of the community;

The assessments set forth on Schedule C were determined on the following basis:

• The assessment for the water main utilized the estimated cost for an 8 inch water main which is used for residential construction and was based on a front footage for those benefitting;

Dated this 7 th day of October, 2014.	
	Michael R Spence P.E. Village Engineer

SCHEDULE B COST OF IMPROVEMENTS / ASSESSMENT METHOD & RATE CALCULATION

63rd Avenue Water Main Interconnection VILLAGE OF PLEASANT PRAIRIE PROJECT NO. E-14-009

- 1. Water main front footage assessment rate is based on the estimated per linear foot cost of an 8-inch diameter water main, which is used for residential construction.
- 2. The water main project is 360-feet in length and fronts the following five properties listed below. Four of the five properties were previously assessed for water and are not subject to assessment by this project. One property (8330 63rd Avenue) does not have water service and is subject to assessment by this project.
 - Parcel No. 91-4-122-104-0016; 8401 63rd Avenue: Has existing water service and was previously assessed for water main infrastructure. Property is not subject to further assessment by this project.
 - Parcel No. 91-4-122-104-0030; 8400 63rd Avenue: Has existing water service and was previously assessed for water main infrastructure. Property is not subject to further assessment by this project.
 - Parcel No. 91-4-122-104-0035; 8330 63rd Avenue: Does not have existing water service and has not been assessed for water main infrastructure. Property is subject to assessment by this project.
 - Parcel No. 91-4-122-104-0040; 8308 63rd Avenue: Has existing water service and was previously assessed for water main infrastructure. Property is not subject to assessment by this project.
 - Parcel No. 91-4-122-104-0074; Vacant land: Property was previously assessed for water main along the entire property length during previous lot split.
 Property is not subject to another assessment by this project.
- 3. The linear foot cost is calculated as the total project cost divided by the total length of water main. This cost was then divided in half to account for both sides of the road. The cost of water services is not included in the 8-inch water main cost and is accounted for separately in the assessment schedule.
- 4. The front-footage assessment rate is applied to each benefited property. The "frontage" is the lot dimension abutting the public right-of-way of each benefited property. Frontage costs associated with previously assessed properties will be applied toward the water utility due to the fact that previous assessments were levied for these parcels.

<u>Assessment Rate Calculation-(Frontage Assessment)</u>

Total estimated project cost (Water Main): = \$43,320.00Total length of water main: = 360 linear feet

Cost per linear foot of water main: = \$120.33 per linear foot

Cost per linear foot of water main per road side = =\$120.33 / 2 = \$60.17 per linear foot

Water Main Assessment Rate: = \$60.17 per assessable front footage

Total estimated cost (Water Service Lateral): =\$3,950.00

Number of Laterals: =2

Cost Per Service Lateral: = \$1,975.00

Water Service Lateral Assessment: = \$1975.00 per lateral

Note: Final Assessment Bills will be based on actual costs.

Schedule C - Assessment Schedule

63rd Avenue Water Main Interconnection Village of Pleasant Prairie Project No. E-14-009

Assessment Rate per linear front footage = \$

1

\$60.17

Property Owner and Parcel No.	Frontage Water Main (feet)	Frontage Assessment	Water Service	Net Benefits	Damages Awarded	Total Assessment
91-4-122-104-0035						
Oscar A Rodriguez	115	\$6,919.55	\$1,975.00	\$8,894.55	\$0.00	\$8,894.55
8330 63rd Avenue						
Pleasant Prairie, WI 53158						
TOTAL ASSESSMENTS	115.0	\$6.919.55	\$1.975.00	\$8.894.55	\$0.00	\$8,894,55

WATER MAIN INTERCONNECTION LOTS PREVIOUSLY ASSESSED ASSESSED LOT 8262 104-0040 6325 6335 8308 104-0074 63RD AVE 8330 LEGGE 104-0035 8400 8411 104-0030 6330 8401 6220 104-0016 6327 8404 8423 6230 8444 100 Feet 0 100 50 63RD AVENUE WATER MAIN INTERCONNECTION

SCHEDULE A

1 inch = 100 feet



RESOLUTION NO. 14-33

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$6,870,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2014B

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village") to raise funds for public purposes, including paying the costs of constructing and equipping a fire station and remodeling the Village Hall (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, villages are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

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

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

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SIX MILLION EIGHT HUNDRED SEVENTY THOUSAND DOLLARS (\$6,870,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Notes aggregating the principal amount of SIX MILLION EIGHT HUNDRED SEVENTY THOUSAND DOLLARS (\$6,870,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2014B"; shall be issued in the aggregate principal amount of \$6,870,000; shall be dated November 3, 2014; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2015. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service

Schedule attached hereto as <u>Exhibit B-2</u> and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on May 1, 2024 shall be subject to redemption prior to maturity, at the option of the Village, on May 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.

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

Section 5. Tax Provisions.

- (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2014 through 2023 for the payments due in the years 2015 through 2024 in the amounts set forth on the Schedule.
- (B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.
- (C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$6,870,000 General Obligation Promissory Notes, Series 2014B, dated November 3, 2014" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The Village Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

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

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

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate

calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

<u>Section 11. Payment of the Notes; Fiscal Agent</u>. The principal of and interest on the Notes shall be paid by the Village Clerk or Village Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Village and on file in the Village Clerk's office.

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

Section 16. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

<u>Section 17. Record Book</u>. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded October 20, 2014.

	John P. Steinbrink	
	President	
ATTEST:		
Jane M. Romanowski Village Clerk		(SEAL)

EXHIBIT A

Note Purchase Proposal

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

(See Attached)



EXHIBIT B-1

Pricing Summary

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

(See Attached)



EXHIBIT B-2

<u>Debt Service Schedule and Irrepealable Tax Levies</u>

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

(See Attached)



EXHIBIT C

(Form of Note)

	UNITED STATES OF AMERIC	A
REGISTERED	STATE OF WISCONSIN	DOLLARS
	KENOSHA COUNTY	
NO. R	VILLAGE OF PLEASANT PRAI	RIE \$
GENERAL (DBLIGATION PROMISSORY NOT	E, SERIES 2014B
MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE: CUSIP:
May 1,	November 3, 2014	%
DEPOSITORY OR ITS NO	OMINEE NAME: CEDE & CO.	
PRINCIPAL AMOUNT:	THO	USAND DOLLARS
	(\$)	

FOR VALUE RECEIVED, the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2015 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$6,870,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption

provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the costs of constructing and equipping a fire station and remodeling the Village Hall, all as authorized by a resolution of the Village Board duly adopted by said governing body at a meeting held on October 20, 2014. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on May 1, 2024 are subject to redemption prior to maturity, at the option of the Village, on May 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

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

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN

By:

John P. Steinbrink
President

By:

Jane M. Romanowski
Village Clerk

<u>ASSIGNMENT</u>

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

(Name	and Address of Assignee)
(Social Security or	other Identifying Number of Assignee)
the within Note and all rights thereunder	er and hereby irrevocably constitutes and appoints, Legal Representative, to transfer said Note on
the books kept for registration thereof,	with full power of substitution in the premises.
Dated:	
Signature Guaranteed:	
(e.g. Bank, Trust Company or Securities Firm)	(Depository or Nominee Name)
	NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.
(Authorized Officer)	



411 East Wisconsin Avenue Suite 2350 Milwaukee, Wisconsin 53202-4426 414.277.5000 Fax 414.271.3552 www.guarles.com Attorneys at Law in Chicago Indianapolis Madison Milwaukee Naples Phoenix Tampa Tucson Washington, D.C.

October 10, 2014

VIA EMAIL AND REGULAR MAIL

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

Scope of Engagement Re: Proposed Issuance of \$6,870,000 Village of Pleasant Prairie (the "Village") General Obligation Promissory Notes, Series 2014B

Dear Kathy:

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

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

Role of Bond Counsel

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

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

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

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

Ms. Kathleen M. Goessl October 10, 2014 Page 2

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

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

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

Diversity of Practice; Consent to Unrelated Engagements

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

Ms. Kathleen M. Goessl October 10, 2014 Page 3

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

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

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel will be \$10,650, including all out-of-pocket expenses. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. Our fees and expenses may increase if the Securities are insured by a municipal bond insurance company, as municipal bond insurance companies require additional opinions and documents. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

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

Ms. Kathleen M. Goessl October 10, 2014 Page 4

Limited Liability Partnership

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

Conclusion and Request for Signed Copy

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

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

Very truly yours,

QUARLES & BRADY LLP

Brian G. Lanser

BGL:SMN:jmk Enclosures #750177.00074

cc: Mr. Gene Schulz (via email)

Ms. Kay Eskildsen (via email)

Mr. Michael Pollocoff (via email)

Ms. Jane Romanowski (via email)

Accepted and Approved:

VILLAGE OF PLEASANT PRAIRIE

By:_____

ts:______Title

Date:

ORDINANCE #14-32

ORDINANCE TO AMEND CHAPTER 348 THE MUNICIPAL CODE OF THE VILLAGE OF PLESANT PRAIRIE, KENOSHA COUNTY, WISCONSIN RELATING TO VEHICLES AND TRAFFIC

BE IT ORDAINED AND ESTABLISHED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 348 of the Municipal Code is amended as follows:

§ 348-2. Speed restrictions.

Except as otherwise provided by state statutes, no motor vehicle shall be operated on any streets in the Village of Pleasant Prairie at a speed greater than 25 miles per hour, and except on the streets listed below:

- B. Thirty-five miles per hour.
 - (1) 47th Avenue (Springbrook Road to 128th Street).
 - (2) 104th Avenue (CTH C to STH 50 South to 79th Street).
 - (3) 93rd Street (39th Avenue to 5600 Block).
 - (4) 116th Street (39th Avenue to STH 31).
 - (5) Bain Station Road.
 - (6) 85th Street (39th Avenue to STH 31).

§ 348-3. Official traffic signs and signals.

The Superintendent of Streets Director of Public Works shall procure, erect and maintain appropriate standard traffic signs, signals and markings, conforming to the rules of the State Department of Transportation, giving notice of the provisions of this chapter as required by state law. Signs on roads designated to carry traffic as arterial or greater in capacity shall be erected in such locations and in such manner as the Village Board determines will best effect the purposes of this chapter and give adequate warning to users of the streets and highways. All other streets and roads shall be provided signage in accordance with a review and approval by the Village Administrator, Streets Superintendent Director of Public Works, Village Engineer and the Police Chief.

- A. Installation of stop signs.
 - (6) In order to give adequate warning to users of 104th Avenue and 79th Street in the Village of Pleasant Prairie,

there shall be stop signs erected on the following street intersection:

(a) On all corners of the four-way intersection of 104th Avenue and 79th Street.

Passed and adopted this 20th day of October, 2014.				
	VILLAGE OF PLEASANT PRAIRIE			
	John P. Steinbrink, President			
Attest:				
Jane M. Romanowski, Clerk	_			
Posted:				

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr. P.O. Box 5555 Madison, WI 53705-0555 877-204-9712

October 7, 2014

Village of Pleasant Prairie Attn: Chris Finkel 9915 39th Ave Pleasant Prairie WI 53158

Program: League of Wisconsin Municipalities Mutual Insurance

Our Insured: Village of Pleasant Prairie

Date of loss: 09/08/2014

Our Claim # WM000301740103 Claimant: Julie Serritella

> 10135 195th Ave Bristol WI 53104

Dear Mr. Finkel,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the Village of Pleasant Prairie. We are in receipt of the claim submitted by Julie Serritella for damage to her vehicle as a result of the RecPlex striking it.

We have reviewed the matter and recommend that the Village of Pleasant Prairie deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(lg). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that the investigation revealed no negligence on behalf of the Village. The claimant's gate access pass was not adhered to her windshield as is necessary in order for the gate to function properly.

Please submit the disallowance <u>directly to the claimant</u> at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,

Sarah Dorr PO Box 5555 Madison, WI 53705-0555 800-545-2190 Phone 800-854-1537 Fax sdorr@statewidesvcs.com

CC: Rick Kalscheuer



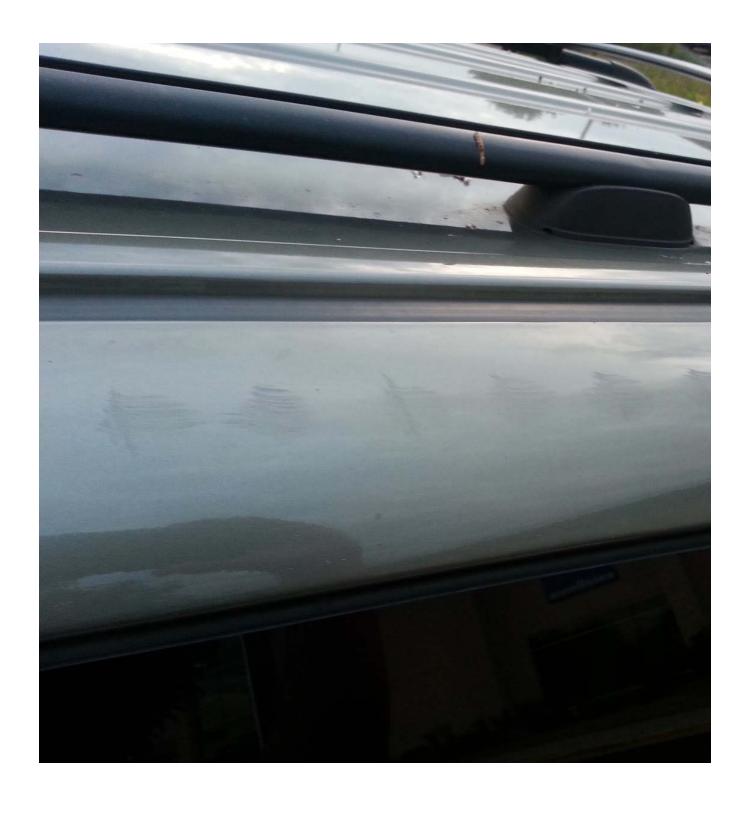
Village of Pleasant Prairie LakeView RecPlex 9900 Terwall Terrace Pleasant Prairie, WI 53158-2222 262/947-0437

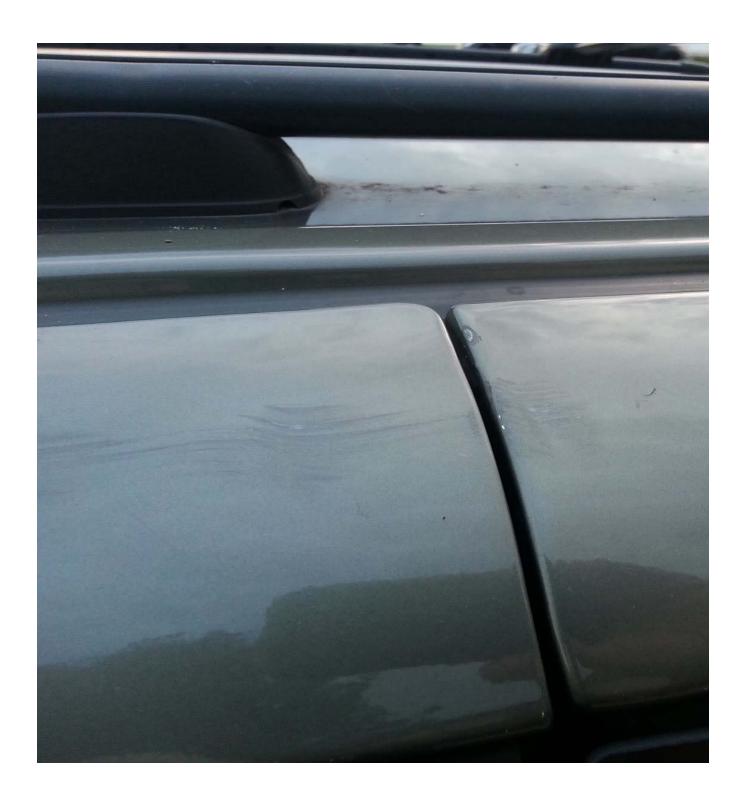
Date: 9814	
Time: <u>6:45</u>	AM PM
Reported by:	

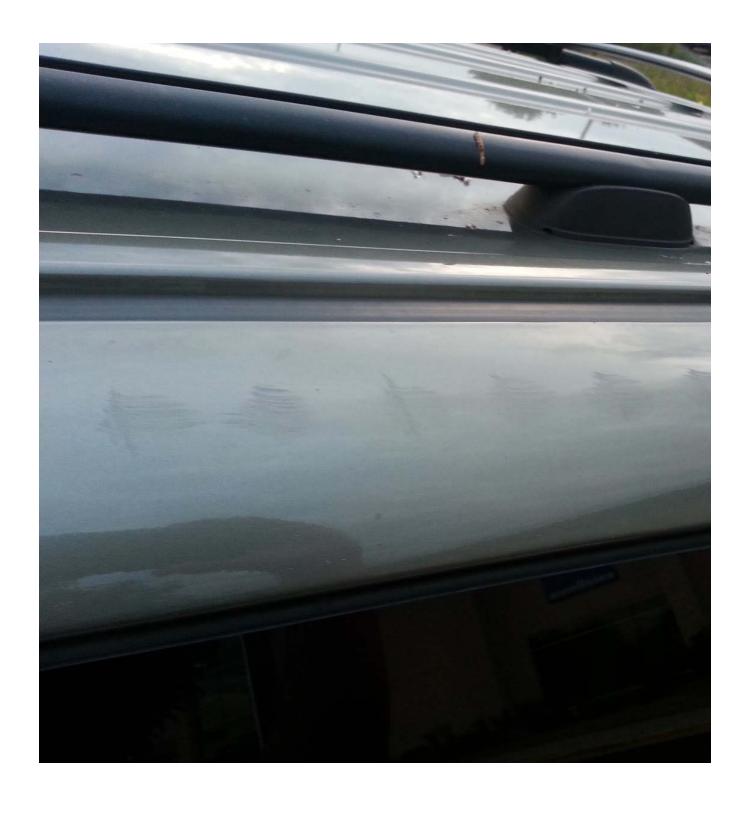
INC	IDFN	TRF	PORT

MODERI KEI OK				
Name: JUlie	Serritella	Age: _	Circle one: N	Male (Female
Address: 10135	95+n Avenu	ePhone:	(262)857-	3439
Status: (circle one) Member	Bristol, V Class Participant Gu	N 53 104- Jest Other:	847-3	12-3171
LakeView RecPlex Member I	dentification Number: R	<u> 191409</u>	.•	
Date and Time of Incident:	5:15-5:20	· · · · · · · · · · · · · · · · · · ·	(circle	one) AM PM
Nature of Incident (circle or	ne)			
Argument	ID Violation	Schedule Conflict	Threatening Behavior	
Theft	Facility Emergency	Physical Abuse	Sexual Misconduct	
Tresspassing	Fight	Policy Violation	Damaged/Lost Equipm	ent
Vandalism	Maintenance Emerg.	Verbal Abuse	Other: Car dam	age by gate
Exact Location of Incident: V	vest entran	u gate	,	
Program and Activity Involved				
Location:	Game Time:	Team Name:		
League/Tournament:				ì .
Necessary Notifications:	•			
Area Director:		Contacted: Yes I	No Time:	AM PM
Parks & Recreation Director:		Contacted: Yes I	No Time:	AM PM
Other Agency (specify):		Contacted: Yes i		-
Details of incident (describe full	y events, actions, conditio	ns involved in the incide		
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		•	N:Kguest S	Services/Forms 2011/Uncident Report.doc 10/1/11/1954 PAX

Details of incident (continued):				
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Immediate Action Taken: COVE OUT COVI	s Fink	el's c	intact	Info.
Witness(es):				
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pared by:				e Marie de la companya
Julie Minski	(-	Position S	ervices	9/8/14 Date
iewed by:				- 440
e		Position		Date







CLERK'S CERTIFICATION OF BARTENDER LICENSE APPLICATIONS Period Ending: October 14, 2014

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. Hannah R. Barnes

thru June 30, 2016

Jane M. Romanowski Village Clerk