

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
March 16, 2015
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meeting – March 2, 2015
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 an Award of Contract for the Prairie Wood & Premium Outlet Water Main project.
 - B. Consider a Professional Construction Engineering Management Agreement for the Prairie Wood & Premium Outlet Water Main project.
 - C. Consider a Professional Services Agreement for the Cooper Road Extension project.
 - D. Consider a three-year Agreement with World Triathlon Corporation to conduct the Iron Girl Triathlons.
 - E. Consider 2015/2016 Liability and Property Insurance Proposals.
 - F. Receive report on the Village's upgraded ISO Public Protection Classification.
 - G. Consider Resolution #15-09 Opposing Elimination of Local Government Property Insurance Fund.

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- H. Consider Resolution #15-10 Opposing County Assessment Proposal in the State Budget Bill.
- I. Consider Ordinance #15-11 to amend Chapter 75 of the Municipal Code relating to Officers and Employees.
- J. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.)
 - 1) Approve Operator License Applications on file.
 - 2) Approve a New Agent for the Olive Garden Restaurant Liquor License.
 - 3) Approve a New Agent for the Cheddar's Restaurant Liquor License.
- 8. Village Board Comments
- 9. Consider entering into Executive Session pursuant to Section 19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
- 10. Return to Open Session and Adjournment.

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 - 39th Avenue
Pleasant Prairie, WI
March 2, 2015
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, March 2, 2015. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz; and Mike Serpe. Clyde Allen was absent. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Dan Honore, IT Director; Sandro Perez, Inspection Superintendent; and Jane M. Romanowski, Village Clerk. Five citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETING - FEBRUARY 2, 2015**

Steve Kumorkiewicz:

Motion to approve.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris. Any additions, corrections?

KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE FEBRUARY 2, 2014 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KECKLER; MOTION CARRIED 4-0.

- 5. CITIZEN COMMENTS**

Jane Romanowski:

No signups tonight, Mr. President.

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John Steinbrink:

Anybody wishing to speak under citizens' comments?

6. **ADMINISTRATOR'S REPORT** – None.

7. **NEW BUSINESS**

A. **Consider Resolution #15-06 of Appreciation and Recognition to Michael Barnes for his years of service to the Village.**

Mike Pollocoff:

Michael Barnes has already had his last day. But he's still here, he's coming back, I don't know why. This is resolution of appreciation and recognition to Michael Barnes for his years of services to the Village of Pleasant Prairie.

Whereas, Lieutenant Michael A. Barnes retired from the Village of Pleasant Prairie Fire & Rescue Department on February 27, 2015, after nearly twenty years of dedicated service; and whereas, Michael A. Barnes began his career with the Village Fire & Rescue Department on September 30, 1995 as a state certified Firefighter I and Emergency Medical Technician (EMT) DA; and whereas, Michael A. Barnes earned several subsequent state certifications, including EMT Paramedic, Firefighter II, Fire Instructor, Fire Inspector, and Officer I, before being promoted to Lieutenant in the year 2000; and whereas, Michael Barnes pursued further state certifications as Driver/Operator for both Pumper and Aerial trucks and Incident Safety Officer; and whereas, Lieutenant Barnes proceeded to earn an Associate of Applied Science degree in Fire Science and a Bachelor of Science degree in Fire Service Management, in addition to completing the Company Officer Leadership Academy; and whereas, the Village of Pleasant Prairie would like to acknowledge and sincerely thank Lieutenant Michael A. Barnes for his many years of service to the Village and recognize him for his commitment to keeping our community safe throughout his employment.

Now, therefore be it resolved, that the Village of Pleasant Prairie does hereby extend to Michael A. Barnes our most sincere respect and appreciation for his dedicated service to the Village of Pleasant Prairie, our congratulations on his well-earned retirement, and our best wishes to him for continued success, happiness, and good health in the years to come for consideration tonight.

John Steinbrink:

Michael, this is your lucky day. It's kind of a sad one for the Village to see you leave us now. I thought you had a lot more years left, but it just kind of snuck in there and fooled us with all those years. But, Mike, if you want to come up we have a plaque of recognition.

Michael Serpe:

You want to approve the resolution first?

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Kris Keckler:

Second.

Mike Pollocoff:

We need a motion to adopt the resolution.

Michael Serpe:

Yes.

John Steinbrink:

Motion by Mike, second by Kris. Any comment or question?

SERPE MOVED TO ADOPT RESOLUTION #15-06 OF APPRECIATION AND RECOGNITION TO MICHAEL BARNES FOR HIS YEARS OF SERVICE TO THE VILLAGE; SECONDED BY KECKLER; MOTION CARRIED 4-0.

Mike Pollocoff:

Come on up here, Mr. Barnes. As nice as this plaque is it doesn't begin to speak to how we feel about the quality of service and the dedication you've done to the department just like we read in the resolution. You really pulled your weight here, and you're a first class individual. Like I said the other night, if my son was a fire fighter I'd want you to be his lieutenant.

Michael Barnes:

Thank you. I really appreciate that.

B. Consider Resolution #15-07 of Appreciation and Recognition to Jeffrey Huff for his years of service to the Village.

Mike Pollocoff:

Next we have Resolution 15-07. And this is a resolution of appreciation and recognition to Jeffrey L. Huff for his years, and I underlined years of service to the Village of Pleasant Prairie.

Whereas, Jeffrey Huff retired from the Village of Pleasant Prairie Fire & Rescue Department on January 31, 2015, after nearly forty years of dedicated service; and whereas, Jeffrey Huff became a member of the Village Fire & Rescue Department on June 8, 1975 as a Paid-on-Call Firefighter - Fire Driver; and whereas, Jeffrey Huff earned several subsequent certifications, including Emergency Medical Technician - Basic, Rescue and Fire Lieutenant, Firefighter I, Rope Rescue, Driver/Operator for both Pumper and Aerial trucks, and Dive Team ERD Tender Technician; and

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whereas, Jeffrey Huff also completed 185 hours of Structural Burn Training; and whereas, the Village of Pleasant Prairie would like to acknowledge and sincerely thank Jeffrey . Huff for his many years of service to the Village of Pleasant Prairie and recognize him for his commitment to keeping our community safe throughout his employment.

Now, therefore be it resolved, that the Village of Pleasant Prairie does hereby extend to Jeffrey L. Huff our sincere respect and appreciation for his dedicated service to the Village of Pleasant Prairie, our congratulations on his well-earned retirement, and our best wishes to him for continued success, happiness, and good health in the years to come. For consideration this second day of March, 2015.

Steve Kumorkiewicz:

I move to adopt Resolution 15-08.

Michael Serpe:

15-07 and I'll second that.

John Steinbrink:

Motion by Steve, second by Mike. Any discussion? Jeff's one of those long timers, too. And at the fire dinner this year the Chief couldn't say enough about these two guys and the job they've done over the years and what they've done for the Village and what they've given to the Village. I think we're very fortunate to have these two gentlemen serving the Village as many years as they have. And it's definitely going to be a loss to the Village. We have those new young kids coming in, but they just don't seem to have that look around the edges you two guys have. Maybe with a little training and a little time they'll whip into shape. But we're proud of our department, the caliber of all our members. And we're sorry to see both of you leaving. We had a motion and a second.

KUMORKIEWICZ MOVED TO ADOPT Resolution #15-07 of Appreciation and Recognition to Jeffrey Huff for his years of service to the Village; SECONDED BY SERPE; MOTION CARRIED 4-0.

Steve Kumorkiewicz:

You know, Jeff, when you started I was already working for the Village for a year, 1975.

Jeff Huff:

I want to thank the Board and the members of the department. But the department couldn't be what it is without the Board's support. And over the years you guys have been great doing that. I really appreciate you helping the department to move forward as it is with personnel and equipment, whatever it was. There are other departments in other locations that have problems

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with that. At least you're listening to the problems, and I really appreciated that over the years. So thank you guys very much.

Michael Serpe:

Thank you.

Steve Kumorkiewicz:

Thank you, Jeff. Good luck.

John Steinbrink:

It's always happy to recognize gentlemen in the Village for what they do, but it's also sad when they leave us. I'm not too sure what these two guys are going to be up to in the future. Jeff is the one we worry about. You're okay, Mike.

C. Receive Plan Commission recommendation and consider Ordinance #15-08 approving a Zoning Text Amendment to clarify the definition for Household pets.

Jean Werbie-Harris:

Mr. President and members of the Board, the request you have before you this evening is zoning text amendment ordinance 15-08, and this is to clarify the definition for household pets in Section 420-152 of the zoning ordinance. On January 12, 2015, the Board had adopted Resolution 15-01 to initiate amendments to the Village zoning ordinance to clarify that the only type of livestock allowed as a household pet would be considered rabbits, and all other animals such as fowl, poultry, goats, pot bellied pigs, exotic snakes, large reptiles and other exotic animals not commonly found in residences are not considered as household pets.

So the definition of household pets is proposed to be read as follows: As shown on the slide there's just a few modifications or changes to the existing definition. And that is household pets shall not include livestock except for rabbits. In addition household pets shall not include fowl, poultry, goats, pot bellied pigs, exotic snakes, large reptiles and other exotic animals not commonly found in residences as determined by the Village Zoning Administrator. This is a matter that was before the Village Plan Commission at their last meeting. And we are recommending approval of the zoning text amendment.

Just as a little bit of history, because of the way the words in the sentences were structured prior to this there was some confusion. And at the direction of the Police Chief we took another look at the definition and rewrote it to make sure it was clear enough as to what would be considered a household pet. So we're not actually changing the definition other than changing it to make it more clear.

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Michael Serpe:

What's the penalty, Jean, for a violation?

Jean Werbie-Harris:

It's no different than any other zoning ordinance violation. Typically the first thing that we'll do is we'll inspect the property. We'll send out someone to take a look at it, speak with the property owner, send a letter. If they choose not to comply the cost for a violation is \$691 for the first ticket.

Kris Keckler:

Are iguanas and other reptiles, where's the line as far as what's considered large versus just a pet [inaudible].

Jean Werbie-Harris:

My interpretation is you had a small iguana or something like that I would not consider that to be a large reptile. An alligator would be a large reptile. Something that fits in your bathtub from end to end that would be a large reptile. If it's in a small tank in your house that wouldn't.

Kris Keckler:

Okay, thanks.

Michael Serpe:

I move approval of 15-08.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of Ordinance 15-08. Further discussion?

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #15-08 APPROVING A ZONING TEXT AMENDMENT TO CLARIFY THE DEFINITION FOR HOUSEHOLD PETS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

D. Receive Plan Commission recommendation and consider Ordinance #15-09 approving a Zoning Text Amendment to clarify what items may be modified and included in a specific PUD Ordinance.

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Jean Werbie-Harris:

Mr. President and members of the Board, we're requesting approval of zoning text amendment Ordinance 15-09, and this is to Section 420-137 C and E of the Planned Unit Development Overlay District within the zoning ordinance.

On January 26, 2015, the Village Board adopted Resolution 15-05 to initiate some amendments to the Village zoning ordinance to re-evaluate the Planned Unit Development Overlay District regulations in order to clarify that dimensional and design standards may be modified by PUD, but principle accessory or conditional uses only specified in the underlying district would be allowed.

So as you can on the screen and in your information paragraph C is being modified so that principle accessory and conditional uses permitted in a Planned Unit Development Overlay District shall conform to the uses being permitted in the underlying basic use district except that the PUD Overlay District may prohibit certain permitted principle accessory or conditional uses specified in the underlying district as determined by the Village Board.

And then paragraph E is also being modified. And this is specifically the paragraph regarding the area requirements and modifications that would be allowed. The PUD Overlay District may also modify with the approval of the Village Board dimensional requirements including but not limited to setbacks, structure height, lot width and area requirements of the underlying basic zoning district. In addition, the PUD Overlay District may also modify with approval of the Village Board other sections of the zoning ordinance including but not limited to traffic, parking and access requirements and sign requirements.

This was a matter that was before the Village Plan Commission at their last meeting. The staff and the Plan Commission recommend approval as presented.

Steve Kumorkiewicz:

Make a motion to approve zoning text amendment 15-09.

Kris Keckler:

Second.

Michael Serpe:

I have a question. Aren't some of these things covered by the Board of Appeals, Jean?

Jean Werbie-Harris:

Well, two different things. A PUD, again, is an opportunity for the Village Plan Commission and the Board to grant certain variations to a particular property prior to its construction. A variance

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is different in that it's very unique specifically to that property, but it's generally whenever there's not a planned unit development or unified business development or some other type of modification. Again, to grant a variance we need to demonstrate hardship. And a PUD we don't necessarily need to demonstrate a hardship, but we do have to demonstrate community benefit.

So some of our uses in the Village, maybe there's a property along Highway 50, for example, Cheddar's Restaurant, the ordinance specifically indicated that they need to have so much square footage in the lot that was being created. There needed to be a certain number of parking spaces. The sign could only be of certain size. So, again, a variance would not be appropriate because a hardship would not be created. But we really encourage that particular restaurant use at that location, and so we were willing to work with them in order to grant permissions for a certain of size of sign, the lot a little bit less than two acres but still would be appropriate at that location. So it's the tool we can use from a zoning and planning perspective in order to accommodate certain uses in certain locations.

Kris Keckler:

I had a question then. Using that same scenario is there any liability for anybody else that was pre-existing to come back and request a change in any type of structure or attachment that they might have whether it's sign dimensions or locations or anything? Does that occur?

Jean Werbie-Harris:

So typically we won't issue a building permit or a sign permit or a zoning permit if someone is in violation. Typically it needs to be an approved use at that time in order to be allowed for the zoning ordinance. So we don't do too many. I'm not sure if we've done any after the fact PUD ordinances. If it's determined that someone is not meeting the requirements, or they want to do something above and beyond sometimes they request variances, again, they have to demonstrate a practical difficulty or an unnecessary hardship with the variance. And we don't have to have that demonstration as part of PUD. So I don't really envision too many people coming back after the fact to ask for a PUD because we're planning through that development process and through that unified building or business process as part of the initial building of a site.

Kris Keckler:

Okay, thanks. I just didn't know if that was a potential for increased liability, but thank you.

Jean Werbie-Harris:

No, I don't see any liability.

Steve Kumorkiewicz:

That's why we don't have too many appeals, one of the reasons. We don't have too many appeals to the ordinance.

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Jean Werbie-Harris:

Oh, no we do not.

John Steinbrink:

Okay, we have a motion and a second. If there's no further comment or question?

KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND CONSIDER ORDINANCE #15-09 APPROVING A ZONING TEXT AMENDMENT TO CLARIFY WHAT ITEMS MAY BE MODIFIED AND INCLUDED IN A SPECIFIC PUD ORDINANCE; SECONDED BY KECKLER; MOTION CARRIED 4-0.

E. Receive Plan Commission recommendation and consider a Lot Line Adjustment between the property located at 4122 93rd Street and the property to the north at 9261 42nd Avenue.

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request of Walter and Molly Wiesztort for a lot line adjustment between their property located at 4122 93rd Street and the property to the north located at 9261 42nd Avenue owned by Brian and Angeline Kielar. The properties are located at 4122 93rd Street Lot 1 of CSM 2308. The Tax Parcel Number is 92-4-122-144-0131. And, again, that property is owned by Walter and Molly Wiesztort. And the second property, 9261 42nd Avenue, is identified at Lot 3 of CSM 2308 and further identified as Tax Parcel Number 92-4-122-144-0133.

Specifically, what the property owners are requesting to do is basically take away four feet from one property and add it to the other side or the other adjacent property of four feet. At one point there was a fence, a small picket fence as you can see in the photo that was constructed on the property by the property owner to the south. And the property owner to the north has no objection in cutting off or detaching the four feet of property so that fence can be included as part of the property to the south.

Both properties fall within the R-4, Urban Single Family Residential District. And even with the lot line adjustment they will still have the minimum 15,000 square feet in area and 90 feet of lot width. So instead of actually adjusting or relocating that fence they are just requesting to purchase and detach four feet from one property and add it to the other. Staff recommends approval as does the Plan Commission.

Steve Kumorkiewicz:

So moved.

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Michael Serpe:

Second.

John Steinbrink:

Motion by Steve, second by Mike. Mr. Wiesztort is a chiropractor so I guess an adjustment would be appropriate. Anything else? It's good to see neighbors who get along and do these things. Too often we see disputes over fences and lot lines. Fences make good neighbors.

KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION APPROVING A LOT LINE ADJUSTMENT BETWEEN THE PROPERTY LOCATED AT 4122 93RD STREET AND THE PROPERTY TO THE NORTH AT 9261 42ND AVENUE; SECONDED BY SERPE; MOTION CARRIED 4-0.

F. Consider an Award of Contract for the 2015 Paving Program.

John Steinbrink, Jr.:

Mr. President and members of the Board, sealed bids were opened on February 19th at our Public Works Department for the paving projects for this year broken up into three sections. The first section as you can see up on the board and section one in the middle is Prairie Trails West. Looking at doing an ultra thin overlay which is a thin asphalt layer which we've done in the past. The asphalt itself is about three quarters of an inch thick.

The second section is a mill and relay of Green Tree Estates. That's actually pulverizing all the existing asphalt that's in that subdivision, hauling it off site and putting in five inches of new asphalt. And then the next section up north a little bit, Country Lane Subdivision, doing an ultra thin overlay asphalt, again another three quarters of an inch of asphalt within those roadways. All the milling will be hauled to our south central lift station site where we will make improvements there around the lift station site, the storage shed and the shooting range.

Bids came in. We had received two bids, one from Payne & Dolan for the amount of \$682,256. Second bid from Stark Asphalt for \$726,315. Both bids were under budget, and I would recommend award of the Payne & Dolan for this year's paving program project sections.

Michael Serpe:

I would move to concur with the superintendent of public works.

Steve Kumorkiewicz:

Second.

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John Steinbrink:

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

SERPE MOVED TO AWARD A CONTRACT FOR THE 2015 PAVING PROGRAM TO PAYNE & DOLAN IN THE AMOUNT OF \$682,256; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

G. Consider rejecting the bids received for the Terwall Terrace and Park and Ride Service Lot projects.

John Steinbrink, Jr.:

Mr. President and members of the Board, sealed bids were opened also on February 19th for the two sections of the park and ride service lot, reconstruction and the sidewalk along Terwall Terrace. Both the bids came in a little bit higher than what we were expecting. So we are looking at going through and rescoping the project and bidding it out at a later date. So at this time I would recommend rejecting both bids, authorizing staff to go through and rescope the project and rebid it at a later date to still be completed this summer, but just at a smaller scale and possibly do some of the work in house with public works crews.

Kris Keckler:

Move to accept administration's recommendation.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

KECKLER MOVED TO CONCUR WITH THE RECOMMENDATION TO REJECT THE BIDS RECEIVED FOR THE TERWALL TERRACE AND PARK AND RIDE SERVICE LOT PROJECTS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

H. Consider a Professional Engineering Services Agreement for the Timber Ridge Water Tower Painting project.

John Steinbrink, Jr.:

Mr. President and members of the Board, as approved in our 2015 water utility budget is painting of the Big Oaks tower down at the end of Russell Road off of Highway 31. Dixon Engineering has done some work in the past for us. They've done a great job. And they will really be our eyes and ears for the project completing all of our technical specification and contract documents,

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administering the project, attending and running pre-construction meetings, doing all of the daily inspection services, making sure that the paint is put on the way it's supposed to be put on and all the surfaces are correct to make sure we have the best product possible. They came in with a price of \$19,871 which was within our budgeted amount for this professional service, and I would recommend approval.

Steve Kumorkiewicz:

So moved.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris. Further discussion? I'm assuming that lower corner picture was a picture of the rust starting to occur on the tower?

John Steinbrink, Jr.:

Yes, it is. That's actually on the inside wet of the tank itself. It's not bad yet, it's not causing any structural deficiencies, but it's at the time where it has to be done. We did do an inspection of it in 2013, and then the DNR did review that and mandated us to paint this tower in 2015. So we are under orders to have it painted.

John Steinbrink:

So this is inside and outside?

John Steinbrink, Jr.:

That's correct, we'll be doing inside and outside.

Michael Serpe:

I have a question. This one seems to be so much cheaper than the one we did on 165. I know this one is a little bit bigger.

John Steinbrink, Jr.:

It's just about the same price. It is a little bit cheaper because at the one on 165 it's a 750,000 gallon storage reservoir. This one is only 200,000 gallons. And so even though it's a little bit taller the ball itself is quite a bit smaller as a surface area to be painted and prepped.

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Michael Serpe:

I was under the impression that one cost us \$200,000 or something like that, \$400,000? Okay.

John Steinbrink:

No further discussion?

KUMORKIEWICZ MOVE TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH DIXON ENGINEERING FOR THE TIMBER RIDGE WATER TOWER PAINTING PROJECT; SECONDED BY KECKLER; MOTION CARRIED 4-0.

I. Consider Resolution #15-08 to dispose of surplus vehicles.

John Steinbrink, Jr.:

Mr. President and members of the Board, we are looking for authorization to dispose of three vehicles, a 2006 van, 2004 van and a 2000 pickup truck. All of them have exceeded their useful life for the Village. I recommend that we sell them at auction.

Michael Serpe:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any further discussion? And these are being replaced with vehicles?

John Steinbrink, Jr.:

Right, you are correct. We actually did purchase some at an auction down south earlier this spring.

John Steinbrink:

Motion and a second. Any further discussion?

SERPE MOVED TO ADOPT RESOLUTION #15-08 TO DISPOSE OF SURPLUS VEHICLES - A 2006 VAN, A 2004 VAN AND A 2000 PICKUP TRUCK; SECONDED BY KECKLER; MOTION CARRIED 4-0.

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J. Consider Ordinance #15-10 to amend Chapter 75 of the Municipal Code relating to Officers and Employees.

Mike Pollocoff:

Mr. President, this ordinance is to amend that part of the code for elected officials. It was done in November of 2012, but in the recodification it didn't show up as part of the document that was recorded. So as such staff is recommending we go back and put in what we had approved in a meeting before but had not been published as far as the code. So the fine points of that Municipal Judge term went from four to two years which was done. The salary was \$20,000 a year to \$420 per session. The requirements for receiving reporting were made a part of the ordinance, as well as official recognizing that the Municipal Court has moved to the Village Hall. And we need to make amendments to Chapter 25 to correspond with that. Like I said we've seen this before.

John Steinbrink:

We've been operating under this.

Mike Pollocoff:

Right. It's just to clean it up and get it back to the codifier so it shows up.

Michael Serpe:

So moved.

Kris Keckler:

Second.

John Steinbrink:

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

Steve Kumorkiewicz:

So the Judge is now four years, right?

Jane Romanowski:

This was adopted back in November --

Mike Pollocoff:

Two years. If the Board was going to change that they would have to wait until the next election.

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John Steinbrink:

Any further discussion?

SERPE MOVED TO ADOPT ORDINANCE #15-10 TO AMEND CHAPTER 75 OF THE MUNICIPAL CODE RELATING TO OFFICERS AND EMPLOYEES; SECONDED BY KECKLER; MOTION CARRIED 4-0.

K. Consider Operator License Applications on file.

Jane Romanowski:

Two applications tonight, Emily Ebert and Dustan Eckmann. Both are recommended for approval.

Kris Keckler:

Move to accept applications.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve for acceptance of the applications. Any discussion on either of these applications?

KECKLER MOVED TO APPROVE THE OPERATOR LICENSE APPLICATIONS FOR EMILY EBERT AND DUSTAN ECKMANN; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.

8. VILLAGE BOARD COMMENTS – None.

9. ADJOURNMENT.

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 6:35 P.M.



MEMORADUM

Office of the Village Engineer
Matthew J. Fineour, P.E.

TO: Michael Pollocoff, Village Administrator

FROM: Matthew Fineour, Village Engineer

SUBJ: Prairie Wood & Premium Outlet Water Main
Award of Construction Contract

DATE: March 10, 2015

Overview:

In accordance with the published Official Notice to Bidders, sealed bids for the above referenced project were received until 2:00 P.M. on March 5, 2015, at the Village Hall. The bids were publicly opened and read aloud.

A total of seven bids were received for this project. The low base bid was submitted by Merryman Excavation, Inc., of Woodstock, Illinois, in the amount of \$2,354,863.90. The second low base bid was submitted by Globe Contractors, Inc. of Pewaukee, Wisconsin, in the amount of \$2,406,341.00. The high base bid was submitted by A.W. Oakes & Son, Inc. of Racine, Wisconsin, in the amount of \$3,242,817.00.

The project is divided into the following two sections of work:

Section 1 - Prairie Wood Water Main: Includes the 20-inch water main that extends from the I-94 water tower, west across I-94 to 104th Street to the Village Corporate Limits. This 20-inch main will supplement existing water mains in order to provide fire flow demand requirements for developing areas west of I-94. Low

Section 2- Premium Outlet Water Main: Includes the 16-inch water main along the East Frontage Road to service the future Riverview Corporate Park area.

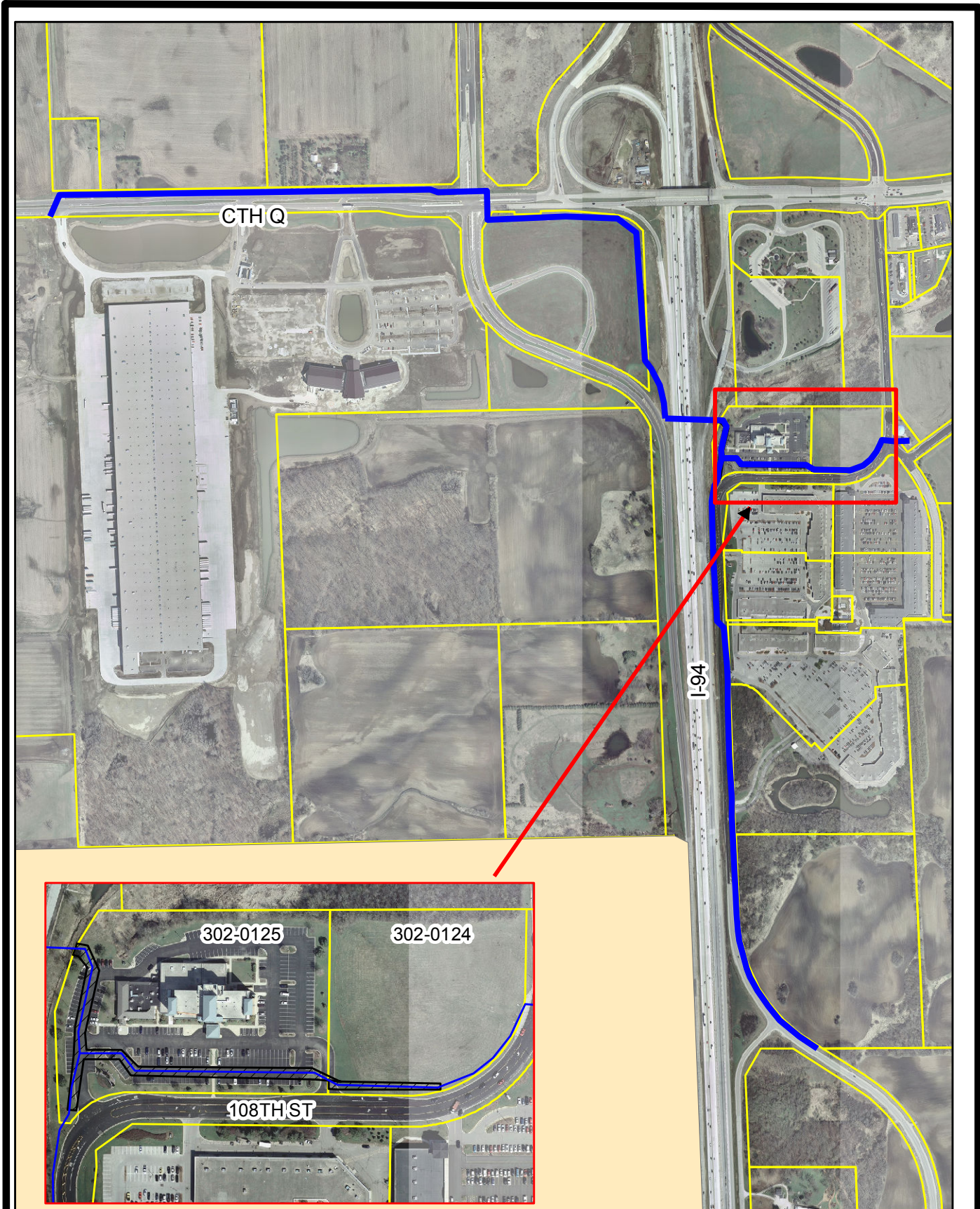
The low bidder is determined by the total cost of all sections of work. The Village reserves the right without affecting the unit prices to award the contract for only sections of work to be completed at this time.

The cost for section 1 =	\$1,632,646.50
The cost for section 2 =	<u>\$ 722,217.40</u>
Total Base Bid Cost =	\$2,354,863.90

Recommendation:

The bids were reviewed and Merryman Excavation, Inc. was found to be the lowest overall responsive and responsible bidder. It is recommended the Village Board award this project to Merryman Excavation, Inc. with an overall low base bid of \$2,354,863.90. Furthermore, due to budgetary constraints it is recommended that the Board not accept work Section 2 and award work Section 1 only with a contract amount of \$1,632,646.50. Following formal award by the Village Board, the necessary documents for execution by the Village and the Contractor will be prepared.

Attachments: Project Overview Map
Bid Tab



**Proposed Water System Improvements
Premium Outlet and Prairie Wood Water Main**

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



— Proposed Water Main



Bid Tabulation

Project Name: Prairie Wood & Premium Outlet Wtm
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: March 5, 2015
Time: 2:00 p.m.
Project No. W130071.05

CONTRACTOR				Merryman Excavation, Inc. 1501 Lamb Road Woodstock, IL 60098		Globe Contractors, Inc. N50 W23076 Betker Road Pewaukee, WI 53072		Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105		PTS Contractors, Inc. 4075 Eaton Road Green Bay, WI 54311		Advance Construction, Inc. 2141 Wooddale Avenue Green Bay, WI 54313	
BID SECURITY				5% BB X		5% BB X		5% BB X		5% BB X		5% BB X	
ADDENDA NOS. 1 & 2				XX		XX		XX		XX		XX	
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
Section 1 - CTH Q / 108th Street 20" Water Main:													
1	20" Water Main (Open Cut with Excavated Material Backfill)	LF	5,324	\$130.50	\$694,782.00	\$139.00	\$740,036.00	\$150.50	\$801,262.00	\$165.00	\$878,460.00	\$174.00	\$926,376.00
2	20" Water Main (Open Cut with Granular Material Backfill)	LF	849	\$213.50	\$181,261.50	\$196.00	\$166,404.00	\$227.00	\$192,723.00	\$167.00	\$141,783.00	\$216.00	\$183,384.00
3	20" Water Main (Open Cut with Slurry Material Backfill)	LF	15	\$353.00	\$5,295.00	\$460.00	\$6,900.00	\$1,400.00	\$21,000.00	\$390.00	\$5,850.00	\$392.00	\$5,880.00
4	20" Water Main (Directional Drill)	LF	361	\$411.00	\$148,371.00	\$453.00	\$163,533.00	\$382.00	\$137,902.00	\$321.00	\$115,881.00	\$306.00	\$110,466.00
5	20" Water Main (with Casing Pipe Under Interstate)	LF	327	\$676.50	\$221,215.50	\$559.00	\$182,793.00	\$632.00	\$206,664.00	\$633.00	\$206,991.00	\$464.00	\$151,728.00
6	16" Water Main (Open Cut with Excavated Material Backfill)	LF	120	\$147.50	\$17,700.00	\$139.00	\$16,680.00	\$197.00	\$23,640.00	\$146.00	\$17,520.00	\$184.00	\$22,080.00
7	16" Water Main (Open Cut with Granular Material Backfill)	LF	50	\$189.00	\$9,450.00	\$276.00	\$13,800.00	\$240.00	\$12,000.00	\$270.00	\$13,500.00	\$220.00	\$11,000.00
8	12" Water Main (Open Cut with Excavated Material Backfill)	LF	26	\$147.00	\$3,822.00	\$385.00	\$10,010.00	\$173.00	\$4,498.00	\$220.00	\$5,720.00	\$362.00	\$9,412.00
9	6" Hydrant Leads	LF	165	\$69.30	\$11,434.50	\$143.00	\$23,595.00	\$71.00	\$11,715.00	\$198.00	\$32,670.00	\$125.00	\$20,625.00
10	20" Butterfly Valve and Box	EA	13	\$6,430.00	\$83,590.00	\$5,300.00	\$68,900.00	\$5,436.00	\$70,668.00	\$4,855.00	\$63,115.00	\$4,800.00	\$62,400.00
11	16" Butterfly Valve and Box	EA	2	\$4,927.00	\$9,854.00	\$3,700.00	\$7,400.00	\$4,050.00	\$8,100.00	\$3,475.00	\$6,950.00	\$3,600.00	\$7,200.00
12	12" Butterfly Valve and Box	EA	2	\$9,184.00	\$18,368.00	\$2,700.00	\$5,400.00	\$5,600.00	\$11,200.00	\$3,400.00	\$6,800.00	\$2,600.00	\$5,200.00
13	6" Gate Valve and Box	EA	11	\$1,757.00	\$19,327.00	\$1,400.00	\$15,400.00	\$1,500.00	\$16,500.00	\$1,200.00	\$13,200.00	\$1,245.00	\$13,695.00
14	Hydrants	EA	11	\$4,712.00	\$51,832.00	\$4,300.00	\$47,300.00	\$7,485.00	\$82,335.00	\$4,328.00	\$47,608.00	\$4,700.00	\$51,700.00
15	Automatic Flushing Device	EA	1	\$7,014.00	\$7,014.00	\$11,000.00	\$11,000.00	\$6,450.00	\$6,450.00	\$8,800.00	\$8,800.00	\$6,850.00	\$6,850.00
16	Pavement Restoration/Marking for Radisson Hotel Parking Lot	LS	1	\$131,745.00	\$131,745.00	\$71,000.00	\$71,000.00	\$67,920.00	\$67,920.00	\$73,450.00	\$73,450.00	\$87,500.00	\$87,500.00
16.1	Survey Project	LS	1	\$17,585.00	\$17,585.00	\$38,000.00	\$38,000.00	\$20,400.00	\$20,400.00	\$16,035.00	\$16,035.00	\$35,000.00	\$35,000.00
Subtotal - Section 1, Items 1 thru 16.1, Inclusive...				Subtotal	\$1,632,646.50	Subtotal	\$1,588,151.00	Subtotal	\$1,694,977.00	Subtotal	\$1,654,333.00	Subtotal	\$1,710,496.00



Bid Tabulation

Project Name: Prairie Wood & Premium Outlet Wtm
 Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: March 5, 2015
 Time: 2:00 p.m.
 Project No. W130071.05

CONTRACTOR				Merryman Excavation, Inc. 1501 Lamb Road Woodstock, IL 60098		Globe Contractors, Inc. N50 W23076 Betker Road Pewaukee, WI 53072		Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105		PTS Contractors, Inc. 4075 Eaton Road Green Bay, WI 54311		Advance Construction, Inc. 2141 Woodale Avenue Green Bay, WI 54313	
BID SECURITY				5% BB X		5% BB X		5% BB X		5% BB X		5% BB X	
ADDENDA NOS. 1 & 2				XX		XX		XX		XX		XX	
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
Section 2 - East Frontage Road 16" Water Main:													
17	16" Water Main (Open Cut with Excavated Material Backfill)	LF	100	\$89.60	\$8,960.00	\$105.00	\$10,500.00	\$116.00	\$11,600.00	\$114.00	\$11,400.00	\$160.00	\$16,000.00
18	16" Water Main (Open Cut with Granular Material Backfill)	LF	2,129	\$143.50	\$305,511.50	\$161.00	\$342,769.00	\$157.00	\$334,253.00	\$226.00	\$481,154.00	\$234.00	\$498,186.00
19	16" Water Main (Open Cut with Slurry Material Backfill)	LF	1,149	\$221.50	\$254,503.50	\$245.00	\$281,505.00	\$162.00	\$186,138.00	\$201.00	\$230,949.00	\$306.00	\$351,594.00
20	16" Water Main (Directional Drill)	LF	310	\$182.50	\$56,575.00	\$260.00	\$80,600.00	\$263.00	\$81,530.00	\$224.00	\$69,440.00	\$221.00	\$68,510.00
21	6" Hydrant Leads	LF	72	\$75.70	\$5,450.40	\$153.00	\$11,016.00	\$71.00	\$5,112.00	\$179.00	\$12,888.00	\$139.00	\$10,008.00
22	16" Butterfly Valve and Box	EA	6	\$4,434.00	\$26,604.00	\$3,700.00	\$22,200.00	\$4,020.00	\$24,120.00	\$3,450.00	\$20,700.00	\$3,025.00	\$18,150.00
23	6" Gate Valve and Box	EA	8	\$2,184.00	\$17,472.00	\$1,400.00	\$11,200.00	\$1,500.00	\$12,000.00	\$1,675.00	\$13,400.00	\$1,245.00	\$9,960.00
24	Hydrants	EA	8	\$4,427.00	\$35,416.00	\$4,300.00	\$34,400.00	\$7,230.00	\$57,840.00	\$4,285.00	\$34,280.00	\$4,700.00	\$37,600.00
24.1	Survey Project	LS	1	\$11,725.00	\$11,725.00	\$24,000.00	\$24,000.00	\$10,600.00	\$10,600.00	\$16,035.00	\$16,035.00	\$15,000.00	\$15,000.00
Subtotal - Section 2, Items 17 thru 24.1, Inclusive...				Subtotal	\$722,217.40	Subtotal	\$818,190.00	Subtotal	\$723,193.00	Subtotal	\$890,246.00	Subtotal	\$1,025,008.00
TOTAL - (BASE BID) - SECTIONS 1 thru 2; ITEMS 1 THRU 24.1 (INCLUDING 16.1), INCLUSIVE...				Total	\$2,354,863.90	Total	\$2,406,341.00	Total	\$2,418,170.00	Total	\$2,544,579.00	Total	\$2,735,504.00
Alternate Bid:													
Section 2 - East Frontage Road 16" Water Main - Directional Drill All Water Main:													
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
17A.	16" Water Main (Directional Drill)	LF	3,378	\$210.50	\$711,069.00	\$224.00	\$756,672.00	\$227.00	\$766,806.00	\$209.00	\$706,002.00	\$176.00	\$594,528.00
Subtotal - Alternate Bid - Section 2 - Items 17A and 20 thru 24.1, Inclusive (Does Not Include Items 17 through 19 From Base Bid)...				*Alternate - Subtotal	\$864,311.40	Alternate - Subtotal	\$940,088.00	Alternate - Subtotal	\$958,008.00	*Alternate - Subtotal	\$872,745.00	Alternate - Subtotal	\$753,756.00

*Math Error in Alt. Subtotal.

*Math Error in Alt. Subtotal.



Bid Tabulation

Project Name: Prairie Wood & Premium Outlet Wtm
 Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: March 5, 2015
 Time: 2:00 p.m.
 Project No. W130071.05

CONTRACTOR				Super Excavators, Inc. N59 W14601 Bobolink Avenue Menomonee Falls, WI 53051		A W Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406							
BID SECURITY				5% BB X		5% BB X		5% BB		5% BB		5% BB	
ADDENDA NOS. 1 & 2				XX		XX							
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
Section 1 - CTH Q / 108th Street 20" Water Main:													
1	20" Water Main (Open Cut with Excavated Material Backfill)	LF	5,324	\$195.00	\$1,038,180.00	\$178.00	\$947,672.00						
2	20" Water Main (Open Cut with Granular Material Backfill)	LF	849	\$220.00	\$186,780.00	\$379.00	\$321,771.00						
3	20" Water Main (Open Cut with Slurry Material Backfill)	LF	15	\$520.00	\$7,800.00	\$1,225.00	\$18,375.00						
4	20" Water Main (Directional Drill)	LF	361	\$500.00	\$180,500.00	\$455.00	\$164,255.00						
5	20" Water Main (with Casing Pipe Under Interstate)	LF	327	\$790.00	\$258,330.00	\$842.00	\$275,334.00						
6	16" Water Main (Open Cut with Excavated Material Backfill)	LF	120	\$210.00	\$25,200.00	\$550.00	\$66,000.00						
7	16" Water Main (Open Cut with Granular Material Backfill)	LF	50	\$215.00	\$10,750.00	\$300.00	\$15,000.00						
8	12" Water Main (Open Cut with Excavated Material Backfill)	LF	26	\$920.00	\$23,920.00	\$400.00	\$10,400.00						
9	6" Hydrant Leads	LF	165	\$190.00	\$31,350.00	\$150.00	\$24,750.00						
10	20" Butterfly Valve and Box	EA	13	\$5,000.00	\$65,000.00	\$7,200.00	\$93,600.00						
11	16" Butterfly Valve and Box	EA	2	\$4,000.00	\$8,000.00	\$5,700.00	\$11,400.00						
12	12" Butterfly Valve and Box	EA	2	\$3,000.00	\$6,000.00	\$4,900.00	\$9,800.00						
13	6" Gate Valve and Box	EA	11	\$1,400.00	\$15,400.00	\$2,000.00	\$22,000.00						
14	Hydrants	EA	11	\$6,000.00	\$66,000.00	\$6,375.00	\$70,125.00						
15	Automatic Flushing Device	EA	1	\$6,000.00	\$6,000.00	\$16,350.00	\$16,350.00						
16	Pavement Restoration/Marking for Radisson Hotel Parking Lot	LS	1	\$75,000.00	\$75,000.00	\$205,000.00	\$205,000.00						
16.1	Survey Project	LS	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00						
Subtotal - Section 1, Items 1 thru 16.1, Inclusive...				Subtotal	\$2,019,210.00	Subtotal	\$2,296,832.00	Subtotal		Subtotal		Subtotal	



Bid Tabulation

Project Name: Prairie Wood & Premium Outlet Wtm
 Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: March 5, 2015
 Time: 2:00 p.m.
 Project No. W130071.05

CONTRACTOR				Super Excavators, Inc. N59 W14601 Bobolink Avenue Menomonee Falls, WI 53051		A W Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406							
BID SECURITY				5% BB	X	5% BB	X	5% BB		5% BB		5% BB	
ADDENDA NOS. 1 & 2				XX		XX							
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
Section 2 - East Frontage Road 16" Water Main:													
17	16" Water Main (Open Cut with Excavated Material Backfill)	LF	100	\$155.00	\$15,500.00	\$165.00	\$16,500.00						
18	16" Water Main (Open Cut with Granular Material Backfill)	LF	2,129	\$210.00	\$447,090.00	\$190.00	\$404,510.00						
19	16" Water Main (Open Cut with Slurry Material Backfill)	LF	1,149	\$300.00	\$344,700.00	\$275.00	\$315,975.00						
20	16" Water Main (Directional Drill)	LF	310	\$310.00	\$96,100.00	\$280.00	\$86,800.00						
21	6" Hydrant Leads	LF	72	\$185.00	\$13,320.00	\$150.00	\$10,800.00						
22	16" Butterfly Valve and Box	EA	6	\$4,000.00	\$24,000.00	\$4,900.00	\$29,400.00						
23	6" Gate Valve and Box	EA	8	\$1,400.00	\$11,200.00	\$2,000.00	\$16,000.00						
24	Hydrants	EA	8	\$6,000.00	\$48,000.00	\$6,375.00	\$51,000.00						
24.1	Survey Project	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00						
Subtotal - Section 2, Items 17 thru 24.1, Inclusive...				Subtotal	\$1,014,910.00	Subtotal	\$945,985.00	Subtotal		Subtotal		Subtotal	
TOTAL - (BASE BID) - SECTIONS 1 thru 2; ITEMS 1 THRU 24.1 (INCLUDING 16.1), INCLUSIVE...				Total	\$3,034,120.00	Total	\$3,242,817.00	Total		Total		Total	
Alternate Bid:													
Section 2 - East Frontage Road 16" Water Main - Directional Drill All Water Main:													
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
17A.	16" Water Main (Directional Drill)	LF	3,378	\$258.00	\$871,524.00	\$215.00	\$726,270.00						
Subtotal - Alternate Bid - Section 2 - Items 17A and 20 thru 24.1, Inclusive (Does Not Include Items 17 through 19 From Base Bid)...				Alternate - Subtotal	\$1,079,144.00	Alternate - Subtotal	\$935,270.00	Alternate - Subtotal		Alternate - Subtotal		Alternate - Subtotal	



Bid Tabulation - Schedule of Supplemental Unit Prices

Project Name: Prairie Wood & Premium Outlet Wtm
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: March 5, 2015
Time: 2:00 p.m.
Project No. W130071.05

CONTRACTOR			Merryman Excavation, Inc. 1501 Lamb Road Woodstock, IL 60098	Globe Contractors, Inc. N50 W23076 Betker Road Pewaukee, WI 53072	Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105	PTS Contractors, Inc. 4075 Eaton Road Green Bay, WI 54311	Advance Construction, Inc. 2141 Woodale Avenue Green Bay, WI 54313
No.	Item	Unit	Price	Price	Price	Price	Price
Utility Construction - General:							
1	Rock excavation.	CY	\$75.00	\$300.00	\$350.00	\$250.00	\$300.00
2	Close sheathing and bracing, ordered left in place.	1,000 BF	\$1,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$3,000.00
3	Spot sheathing and bracing, ordered left in place.	1,000 BF	\$1,000.00	\$5,000.00	\$5,500.00	\$10,000.00	\$3,500.00
4	No. 3 crushed stone, 2 inch size, for unstable trench bottom, including excavation of unsuitable material.	CY	\$75.00	\$50.00	\$50.00	\$35.00	\$40.00
5	Granular backfill, to support underground structures.	CY	\$55.00	\$30.00	\$42.00	\$34.00	\$50.00
6	Reinforced concrete beam, to support underground structures.	LF	\$600.00	\$400.00	\$500.00	\$300.00	\$85.00
7	Insulation.	LF	\$12.00	\$10.00	\$50.00	\$15.00	\$10.00
Water Main Construction:							
8	Hydrant barrel extension:						
	a) 6 inch extension	EA	\$700.00	\$450.00	\$575.00	\$400.00	\$750.00
	b) 12 inch extension	EA	\$825.00	\$500.00	\$690.00	\$500.00	\$850.00
	c) 18 inch extension	EA	\$1,000.00	\$550.00	\$810.00	\$600.00	\$950.00
	d) 24 inch extension	EA	\$1,100.00	\$600.00	\$965.00	\$700.00	\$1,100.00



Bid Tabulation - Schedule of Supplemental Unit Prices

Project Name: Prairie Wood & Premium Outlet Wtm
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: March 5, 2015
Time: 2:00 p.m.
Project No. W130071.05

CONTRACTOR			Super Excavators, Inc. N59 W14601 Bobolink Avenue Menomonee Falls, WI 53051	A W Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406			
No.	Item	Unit	Price	Price	Price	Price	Price
Utility Construction - General:							
1	Rock excavation.	CY	\$350.00	\$500.00			
2	Close sheathing and bracing, ordered left in place.	1,000 BF	\$5,000.00	\$1,000.00			
3	Spot sheathing and bracing, ordered left in place.	1,000 BF	\$4,500.00	\$5,000.00			
4	No. 3 crushed stone, 2 inch size, for unstable trench bottom, including excavation of unsuitable material.	CY	\$60.00	\$75.00			
5	Granular backfill, to support underground structures.	CY	\$45.00	\$50.00			
6	Reinforced concrete beam, to support underground structures.	LF	\$250.00	\$750.00			
7	Insulation.	LF	\$15.00	\$25.00			
Water Main Construction:							
8	Hydrant barrel extension:						
	a) 6 inch extension	EA	\$750.00	\$600.00			
	b) 12 inch extension	EA	\$850.00	\$800.00			
	c) 18 inch extension	EA	\$950.00	\$1,100.00			
	d) 24 inch extension	EA	\$1,050.00	\$1,500.00			



Purchase Order

Fiscal Year 2015

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **1500780-00**

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VILLAGE OF PLEASANT PRAIRIE
9915 39TH AVENUE
PLEASANT PRAIRIE, WI 53158
262-694-1400

**V
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MERRYMAN EXCAVATION INC
1501 LAMB ROAD
WOODSTOCK IL 60098

**S
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Village of Pleasant Prairie
9915 39th Ave
Pleasant Prairie WI 53158

Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
1-815-337-1700	1-815-337-1766	847	Francine Hooper

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/11/2015	3969			Engineering

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	Prairie Wood & Premium Outlet The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Prairie Wood & Premium Outlet 16" Water Main	1.0	Each	\$1,632,646.500	\$1,632,646.50

By *Michael Deery*
Village Administrator

PO Total	\$1,632,646.50
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Office of the Department of Public Works
Jesse Houle, P.E.
Construction Manager

To: Michael Pollocoff
From: Jesse Houle
Subject: Prairie Wood & Premium Outlet Watermain – Construction Management – Project #44905
Date: March 16, 2015

Proposals for the above referenced project were received until 3:00 p.m. on February 20th, 2015, at the Village of Pleasant Prairie Public Works Dept.; 8600 Green Bay Rd., Pleasant Prairie, WI. 53158. The proposals were reviewed by the evaluation committee, ranked and compiled. Copies of the ranking compilation are enclosed for your reference.

The Prairie Wood & Premium Outlet Watermain – Construction Management – Project #44905 consists of providing professional engineering services as related to the construction management and oversight of a 20" watermain extension.

A total of three proposals were received for this project:

- RA Smith, Inc. \$ 84,927.00
- Clark Dietz, Inc. \$ 110,220.00
- GAI Consultants \$ 118,465.00

RA Smith, Inc. has completed construction management projects for the Village in the past including the Pleasant Prairie Park and Ride. They also ranked the highest in the evaluation process for this project.

I recommend that the Village award this project to RA Smith, Inc., in the amount of \$ 84,927.00. Following the formal award by the Village Board, we will prepare the necessary documents for execution by the Village and the Consultant.

March 11, 2015

Mr. John Steinbrink Jr.
Village of Pleasant Prairie
Department of Public Works
8600 Green Bay Road
Pleasant Prairie, WI 53158

Re: Proposal for Professional Services
Prairie Wood and Premium Outlet Water Main

Dear Mr. Steinbrink:

Thank you for this opportunity to provide proposal for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

I. PROJECT NAME:

Prairie Wood and Premium Outlet Water Main

II. DESCRIPTION OF SERVICES TO BE PERFORMED:

R. A. Smith National, Inc. will provide construction services and staking for the Prairie Wood and Premium Outlet Water Main consisting of approximately 11,000 feet of water main, hydrants, connections to the existing system and restoration.

The proposed services include items listed in the 2/9/15 RFP:

- Construction Administration including: General contract administration, attending the preconstruction meeting, attend weekly progress meetings, perform spot checks during erosion control installation, erosion control inspections per WisDNR requirements, preparation of all pay requests, review and make recommendations on any change orders, perform submittal review and recommendations through coordination with Village Staff, perform visits throughout construction to ensure work is progressing as specified, punch list preparation and inspections and project closeout.
- Full time inspection during the installation of the water main, water, hydrants, directional drilling, connections and testing, verification of contractor staking.

III. COMPLETION SCHEDULE:

Work is anticipated to start and be completed during the 2015 construction season.

IV. PROFESSIONAL FEES:

The above-described services will be provided on an hourly and expense basis. Fees will be invoiced monthly as the project proceeds. The primary representative on site during the installation of the improvements will be a Construction Technician supplied at a rate of 78 per hour and a Construction Manager when required on the project is available at a rate of \$129 per hour.

Mr. Steinbrink
Page 2 / March 11, 2015

The estimated cost to complete the above referenced activities is based on typical contractor production rates. The estimated fees for this proposal are \$84,927. Usual and customary expenses such as mileage, postage, delivery, and applicable taxes are included in the above estimate, and will be invoiced at cost.

V. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 180 days of this date.
- B. The hourly rates are subject to change on an annual basis.
- C. No additional Geotechnical work is included in this proposal.
- D. Our professional fees are based on full days of uninterrupted work to the extent that can reasonably be expected for this type of project.

The attached Standard General Contract Terms for Professional Services are hereby made part of this Agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed please sign in duplicate and return one original to our office.

We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.



Paul S. Schafer, P.E.
Construction Group Manager

STANDARD GENERAL CONTRACT TERMS
FOR PROFESSIONAL SERVICES

- 1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.
2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits...
3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work...
4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction...
5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.
6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date.
7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control.
8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL.
9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly.
10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed the limit of our professional liability policy.
11. Purposely left blank.

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Paul S. Schafer, P.E.
Construction Group Manager

PROFESSIONAL

Email: paul.schafer@rasmithnational.com

By: [Signature of Paul S. Schafer]

Date: March 11, 2015

PROJECT: Prairie Wood and Premium Outlet Water Main

The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.

Village of Pleasant Prairie
Department of Public Works
8600 Green Bay Road
Pleasant Prairie, WI 53158

CLIENT

By: _____

Printed Name: _____

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/ facsimile is an authorized form of notice to proceed.

Title: _____ Date: _____

Consultant Ranking Compilation		Project No.		Proposals Due	Time	
		44905		20-Feb-15	3:00 PM	
Contract: 1	Description: Prairie wood and Premium Outlet Watermain - Construction Management					
CONSULTANT		RA SMITH	CLARK DIETZ	GIA CONSULTANTS	BENESCH	NIELSEN MADSEN & BARBER, SC
RFP SENT		2/9/2015	2/9/2015	2/9/2015	2/9/2015	2/9/2015
PROPOSAL RECEIVED		YES	YES	YES	DECLINED 2/13	NO RESPONSE
Total Fee Expense		\$84,927.00	\$110,220.00	\$118,465.00	N/A	N/A
Ranking (1=Highest Ranked Firm)		1	2	3	N/A	N/A



MEMORADUM

Office of the Village Engineer
Matthew J. Fineour, P.E.

TO: Michael Pollocoff, Village Administrator

FROM: Matthew Fineour, Village Engineer

SUBJ: Cooper Road Extension
Design Services Agreement

DATE: March 5, 2015

Overview:

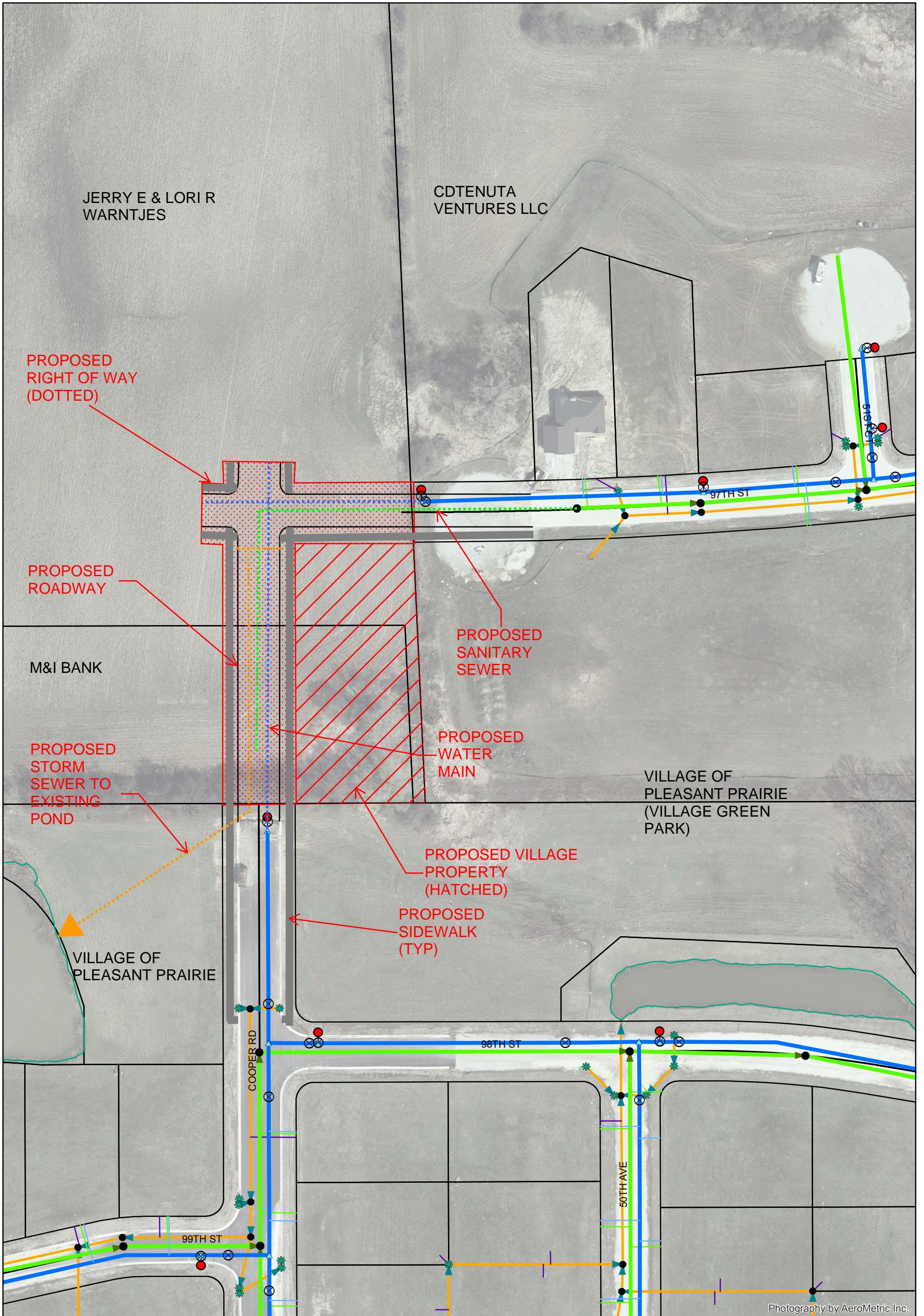
The following is a Professional Service Agreement from Clark-Dietz, Inc., for the Cooper Road Extension project. The project involves the extension of Cooper Road from the Village Green Heights Subdivision, north approximately 370-feet in order to make a connection to 97th Street. The road extension will provide a third access for Village Green Heights, as required by the Memorandum of Understanding between the Village of Pleasant Prairie and the Wisconsin Department of Transportation.

The design service agreement for the Cooper Road Extension project is a time and material contract not to exceed \$29,600.

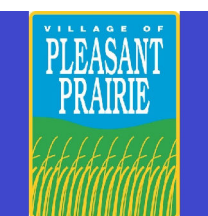
Recommendation:

It is recommended that the Village Board approve the Professional Service Agreement with Clark-Dietz, Inc. for the Cooper Road Extension project.

Attachments: Professional Service Agreement
Project Overview Map



Photography by AeroMetric Inc.



**COOPER ROAD
EXTENSION
E-15-005**

1 inch = 100 feet



PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

Cooper Road Extension - PN: E15-005.54109

This Agreement is by and between

The Village of Pleasant Prairie (“Client”)

9915 39th Avenue
Pleasant Prairie, WI 53158

and

Clark Dietz, Inc. (“Clark Dietz”)

759 North Milwaukee Street, Suite 624
Milwaukee WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client


By: _____

Name: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By:  _____
Mustafa Z. Emir, Ph.D., P.E.

Title: Vice - President

Date: March 4, 2015

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Client is retaining Clark Dietz engineering services for the design of street, sidewalk, storm sewer, sanitary sewer, and watermain elements to complete the connection of Cooper Road to 97th Street.

Work includes:

ROADWAY AND SIDEWALK:

The roadway will match the Village's typical section and provide curb returns at the proposed intersection for future extension. Sidewalk will be installed on both sides of the roadway extensions and south along existing Cooper Road to the south line of Outlet 5. The roadway layout should match that of the conceptual layout for Stonebridge where possible.

STORM SEWER:

New storm sewer on Cooper Road will be extended to an existing retention pond within Village Green Heights.

SANITARY SEWER:

Sanitary sewer is to be extended from 97th Street to provide service to the potential lot within Stonebridge (lot 62).

WATER:

Water main will connect to the existing mains on Cooper Road and 97th Street with stubs for future extension at the proposed intersection. A water service shall also be extended to lot 62.

B. Scope

Clark Dietz will perform the **Project** as described below:

- A) Perform surface field survey and field investigation (Base Design Survey) for the preparation of plan and specifications.
- B) Prepare construction plans, specifications, bidding documents, and an opinion of construction cost for the work. Plans shall incorporate all elements of the design including: Roadway, grading / erosion control, storm sewer, sanitary sewer, water main, street trees, and signage.
- C) Provide wetland delineations as needed for design preparation. *Clark Dietz intends to use Dave Meyer for wetland delineation and delineation report.*
- D) Provide a geotechnical soils report, including geotechnical recommendations for the roadway design. *Clark Dietz intends to use PSI for geotechnical investigations and soil report for design of roadway.*
- E) Work in close coordination with the Village Engineering Department for design status and design review / concurrence. We are planning for the following milestone meetings:
 - (1) project kick-off meeting,

- (2) preliminary plan meeting,
 - (3) 50-percent plan review meeting, and
 - (4) 90-percent plan review meeting
- F) Complete permit applications and obtain all permits needed for the project, including permits from the following government agencies:
- (1) Wisconsin Department of Natural Resources - wetland fill and/or impact permits (if needed)
 - (2) Wisconsin Department of Natural Resources – (Sanitary sewer extension approval, Water main extension approval, and Storm water NOI).
 - (3) Southeastern Wisconsin Regional Plan Commission – (Sanitary sewer extension approval “208” letter).
 - (4) Pleasant Prairie will:
 - a. Submit plans to the Kenosha Water / Wastewater Utility for their system level review.
 - b. Perform hydrant flow testing as needed to obtain existing water system information.
- G) Prepare Certified Survey Map(s) and assist Village in preparing any necessary maps, exhibits, metes and bounds descriptions, or other information required for Right-of-Way and easement acquisitions.
- H) Obtain construction bids, analyze the bids received, and prepare a recommendation to the Village for the award of the construction contract.
- I) Attend pre-construction meeting to represent the project design engineer.
- J) Provide/release to the Village all necessary digital files for use in construction project staking layout.
- K) Answer any questions and make any corrections as needed during construction to correct errors or provide clarification of the bid documents.

C. Schedule

Services will be provided according to a mutually agreed schedule as requested by the Client.

- 1. Clark Dietz will start the roadway design as soon as a design service contract is approved and signed by the Village.
- 2. The design will progress in an efficient manner to supply 100% plans and time for the Village to acquire necessary lands in 2015.

3. The anticipated 100 percent completion date for the design is **Friday August 28, 2015**.
4. The project will be bid in early 2016.
5. The anticipated bid opening date for this project is **Tuesday February 16, 2016**.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.
2. This agreement does not include the preparation of assessment rolls or schedules.
3. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
4. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. No Federal permits are anticipated for this project.
6. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
7. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. The Reports and Drawings for this project will be provided to Client in printed and digital format.
2. Reports will be provided in MS Office and Adobe Acrobat format.
3. Drawings will be provided in a format that can be used construction project staking layout.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, as-built information, design information, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Matt Fineour, PE, Village Engineer.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III
COMPENSATION**

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed **\$29,600.00, including an allowance for \$4,500 for wetland delineation and subsurface soil investigation subconsulting services by others.**

The Compensation shall include the following:

- (a) Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
- (b) Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format

- (c) Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- (d) If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
- (e) If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years

after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of work under this contract, Clark Dietz (hereinafter referred to as the "Consultant") agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

2015

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$210.00
Engineer 8	200.00
Engineer 7	190.00
Engineer 6	175.00
Engineer 5	155.00
Engineer 4	140.00
Engineer 3	125.00
Engineer 2	110.00
Engineer 1	100.00
Technician 6	160.00
Technician 5	130.00
Technician 4	120.00
Technician 3	105.00
Technician 2	85.00
Technician 1	75.00
Clerical	80.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and sub-consultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

2015

Vehicles		
Autos		\$0.575/mile
Field Vehicles	\$60.00/day or	\$0.575/mile (per agreement)
Survey Van	\$80.00/day or	\$0.75/mile (per agreement)
Robotic Survey Equipment		\$20.00/hour
GPS Survey Equipment		\$30.00/hour
Nuclear Soils Compaction Gauge		\$50.00/day
CADD Usage		\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")		\$0.10/copy
Color Copies* (8.5"x11")		\$0.50/copy
Color Copies* (11"x17")		\$1.50/copy
Large Format Plotting and/or Copying*		
(12"x18")		\$0.50/sheet
(22"x34" or 24"x36")		\$1.75/sheet
(30"x42")		\$2.50/sheet
(36"x48")		\$3.00/sheet
Large Format Scanning*		
(12"x18")		\$.30/sheet
(22"x34" or 24"x36")		\$1.00/sheet
(30"x42")		\$1.50/sheet
(36"x48")		\$2.00/sheet
Hotels & Motels	}	At Cost
Meals		
Federal Express & UPS		
Public Transportation		
Film and Development		
Supplies		

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and sub-consultants will be billed at 110% of actual costs to cover handling and administrative expenses.



Purchase Order

Fiscal Year 2015

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **1500774-00**

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VILLAGE OF PLEASANT PRAIRIE
9915 39TH AVENUE
PLEASANT PRAIRIE, WI 53158
262-694-1400

**V
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CLARK DIETZ INC
125 W. CHURCH ST.
CHAMPAIGN IL 61820

**S
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Village of Pleasant Prairie
9915 39th Ave
Pleasant Prairie WI 53158

Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
217-373-8900	217-373-8923	840	Francine Hooper

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/11/2015	498			Engineering

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	Cooper Road Extension The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Cooper Road Extension - engineering services for the design of stree, sidewalk, storm sewer, sanitary sewer, and watermain elements to complete the connection of Cooper Road to 97th Street	1.0	Each	\$29,600.000	\$29,600.00

By Michael Deery
Village Administrator

PO Total	\$29,600.00
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Office of the Village
Director of Human Resources
Carol Wilke

TO: Village Board
Michael Pollocoff, Village Administrator

Consider renewing an agreement with World Triathlon Corporation (Iron Girl) to have the Pleasant Prairie RecPlex and Prairie Springs Park be the host venue for a women's only triathlon event for the years 2015, 2016 and 2017.

The Replex and Iron Girl have had two consecutive successful triathlon events in 2013 and 2014. The Iron Girl brand is well known and respected. The developing partnership between our two organizations should provide the event with continued growth in each of the following three years.

The Recreation Department and Village staff recommends renewing the partnership with Iron Girl by executing the agreement for an additional 3 years from 2015-2017.



HOST VENUE AGREEMENT

IRON GIRL® PLEASANT PRAIRIE (2015-2017)

This Host Venue Agreement (this "Agreement") is made as of March ____, 2015 (the "Effective Date") by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation ("IRON GIRL") and the **VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**, a Wisconsin municipality ("Host"). IRON GIRL and Host are sometimes referred to herein individually as "Party" and collectively as "Parties."

RECITALS

- A.** IRON GIRL and its subsidiaries own and operate IRON GIRL®-branded triathlon and running events.
- B.** Host desires to have IRON GIRL conduct, and IRON GIRL desires to conduct, an IRON GIRL® triathlon annually in and around the Prairie Springs Park and the RecPlex Facility (collectively, the "Venue"), subject to the terms of this Agreement.
- C.** In consideration of IRON GIRL paying the Annual Payments (as defined herein) to Host, Host desires, subject to the terms of this Agreement, to provide the Venue and the Host Commitments (as defined herein) for each Event (as defined herein).

AGREEMENT

The Parties agree as follows:

- 1. **The Events.** Subject to the terms of this Agreement:
 - (a) **Authorization; Ownership.** Host authorizes IRON GIRL to prepare and conduct an Event (as defined below) in and around the Venue during the years 2015, 2016, and 2017 (each, a "Race Year"). IRON GIRL is and will be the owner of each Event and nothing herein constitutes a license by IRON GIRL to Host or to any third party to establish or operate any Event or Race (as defined below).
 - (b) **Events.** In each Race Year, IRON GIRL shall (i) operate, in and around the Venue, an IRON GIRL®-branded triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a ½ mile swim, 12 mile bicycle ride, and 3.1 mile run) (the "Race"), (ii) conduct the IRON GIRL®-branded Wellness Weekend (as defined in Item B-6 of Exhibit B), (iii) conduct the Expo (as defined in Item B-5 of Exhibit B), and (iv) perform certain administrative, operational, and sales and marketing functions related to the Race, the Wellness Weekend, and the Expo (collectively, an "Event").

- (c) **Name.** The official name of the Event will be IRON GIRL® PLEASANT PRAIRIE. IRON GIRL may elect to add the name of a “title” sponsor and/or “presenting” sponsor to the official name of the Event (e.g., “[*Title Sponsor*] IRON GIRL® PLEASANT PRAIRIE, presented by [*Presenting Sponsor*]”). When referring to any Event, Host shall (and shall use reasonable efforts to cause relevant third parties to) at all times use such official name of the Event (including mention of the official title sponsor, if any, and the official presenting sponsor, if any).
- (d) **Race Dates.** The Race each year of the Term will occur on the following applicable dates (each, a “Race Date”):
 - (i) August 9, 2015
 - (ii) August 14, 2016
 - (iii) August 13, 2017
- (e) **Event Changes.** IRON GIRL may in its reasonable discretion, in order to improve any Event, institute changes in the implementation or structure of such Event; provided, however, that no material change may be made to any previously confirmed location or venue(s) without the prior written consent of both Parties.

2. **Term of Agreement.** This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2017 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the “Term”).

3. **Financial Matters.**

- (a) **Annual Payments to Host.** In consideration for Host providing the Host Commitments and with respect to each Event, IRON GIRL shall, in addition to providing the Iron Girl Commitments (as such term is defined in Section 5), pay Host the following amounts in accordance with the following payment schedule (each, an “Annual Payment”).

Regarding the Event for Race Year	Annual Payment to be paid by IRON GIRL to Host (\$U.S.)	Annual Payment Due Date
2015	\$15,000.00	August 1, 2015
2016	\$15,000.00	August 1, 2016
2017	\$15,000.00	August 1, 2017

- (b) **Participant Fees.** Within one (1) week following each Event and with respect to each Event, IRON GIRL shall pay to Host two dollars (\$2.00) for each Race participant (the “Race Participant Fees”). For purposes of clarification: regardless of the number of athletes registering for each Event, IRON GIRL will be responsible for payment of the Race Participant Fees only with respect to those athletes who actually show up and participate in the Race on Race day.

- (c) **Taxes.** All amounts payable to Host by IRON GIRL under this Agreement will include any applicable taxes.
 - (d) **Event Revenues; No Additional Fees.** Unless otherwise mutually agreed upon by the Parties in writing, Host shall not grant or sell sponsorships, official designations, exposition space, or any other rights at or in connection with the Event to any third parties. Except as may be otherwise expressly specified in this Agreement, IRON GIRL shall be entitled to receive and retain all Event/Race entry fees, and all other revenues and value in-kind in connection with the Events, including without limitation all revenues from merchandise sales, sponsorships, hospitality passes, VIP, exposition booth sales, product licenses, and photograph sales. Except with respect to the Annual Payments or unless otherwise set forth in this Agreement, Host shall not be entitled to any other rents, fees, or additional payments in connection with this Agreement, any Event, the Host Commitments, the Iron Girl Commitments, or IRON GIRL's use of the Venue.
4. **Certain Obligations of Host.** Host shall timely provide to IRON GIRL (or, as the case may be, shall timely provide for IRON GIRL's benefit), the services, equipment, value in-kind, personnel, and other items set forth in Exhibit A for each Event. Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Commitments at Host's own cost.
5. **Certain Obligations of IRON GIRL.** Subject to the terms of this Agreement, and with respect to each Event, IRON GIRL shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) the services, equipment, value in-kind, personnel, and other items set forth in Exhibit B (collectively, the "Iron Girl Commitments"). Unless otherwise expressly agreed to in this Agreement, IRON GIRL shall provide the Iron Girl Commitments at IRON GIRL's own cost.
6. **Official Announcements; Promotions by Host.**
- (a) **Announcements.** Host shall not make any public announcements of a marketing or promotional nature (whether in writing, orally, via the Internet, or otherwise) of any Event without the prior written consent of IRON GIRL in each instance (which consent will not be unreasonably withheld), except that no such consent will be required to the extent such announcements are required of Host as part of the Host Commitments (or otherwise required of Host under the terms of this Agreement), or that:
 - (i) are entirely administrative in nature, such as announcements informing the public regarding operational logistics or public safety matters (e.g., road closures, Event dates, Venue access);
 - (ii) include only information in the public domain; and
 - (iii) are not for purposes of marketing or promotion.
 - (b) **Other Matters.** Host shall not use the Event, any marketing opportunity related thereto or arising out of the Event, or the like, for any purpose other than to promote the Venue in a positive and universally appealing manner. To the extent Host is not prohibited by law from doing so, Host shall not permit any political statements, political campaign propaganda, or the like to be made (or made available) at the Event, or otherwise to be associated (or purported to be associated), whether directly or indirectly, with the Event or the marketing thereof.
7. **Ambush Marketing.**

- (a) “Ambush Marketing” means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a IRON GIRL-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.
- (b) Host shall not cause, engage in, or permit any Ambush Marketing, and, except to the extent Host is prohibited by law from doing so, Host shall assist IRON GIRL to prevent and stop Ambush Marketing within the Venue.

8. **Exclusivity.**

- (a) Use of Race Course. Except with respect to the Junior Triathlon (as such term is defined below), during each Event week (i.e., the six days leading up to Race day, plus Race day), Host shall not produce, conduct, host, support or, to the extent Host has legal authority to permit or authorize, permit any race event, other than such Race, that takes place, in whole or in part, on any portion of the Race course. Notwithstanding the foregoing, IRON GIRL acknowledges that Host may, conduct its ordinary business operations during each Event week (e.g., sponsored classes, clinics, and swim trainings), provided, however, that Host’s ordinary business operations shall not interfere with the Event and/or Race.
- (b) Junior Triathlon. On the Saturday morning immediately prior to each Race Date, Host reserves the right (at Host’s sole expense and responsibility) to conduct/host a junior triathlon for kids and young adults in and around the Venue (the “Junior Triathlon”).
- (c) Advertising Other Triathlon Companies or Female Based Competitions. Host shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other Female Based Competition (as defined below) event series or company, including but not limited to Revolution3 Triathlon, Life Time Fitness Triathlon (Esprit de She), Challenge Family Triathlon, HITS Triathlon, and Competitor Group, Inc. (or any of their respective successors or assigns), (ii) any person, entity, or group (other than IRON GIRL or an affiliate thereof) that operates, organizes, produces, or is otherwise involved in any Female Based Competition, or (iii) any Female Based Competition, unless such Female Based Competition is owned or operated by IRON GIRL or an affiliate or licensee of IRON GIRL.
- (d) Non-Competition. During the period three (3) months prior to each Race Date and (3) months following each Race Date, Host shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than IRON GIRL or an affiliate thereof) for or in connection with, any other Female Based Competition located, in whole or in part, within the Venue.
- (e) Female Based Competition” means races, competitions, or other events that involve swimming, running, or cycling (or any combination thereof, such as a duathlon or triathlon), where more than 90% of the persons who participate in such race, competition, or event are female.

9. **Representations and Warranties of each Party.** Each Party represents and warrants that:

- (a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms herein;
- (b) This Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms; and
- (c) Neither the execution, delivery, nor performance of this Agreement by such Party violates or will violate or cause a breach of any other agreement or obligation to which it is a party or to which it is bound, and no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency is required in connection with the execution, delivery, or performance of this Agreement by such Party.

10. **Limited License to Use the Event Logo.**

- (a) **Grant of Limited Rights.** Subject to the terms of this Agreement, IRON GIRL hereby grants to Host the limited, non-assignable, non-sublicensable, non-exclusive license to use, during the Term, the Event Logo (as defined in Exhibit C) in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Events, and subject in each instance to IRON GIRL's prior written approval, which will not be unreasonably withheld. All uses of the Event Logo by Host must comply with the Trademark Standards & Usage Guidelines set forth in Exhibit C.
- (b) **No Use on Products or Services.** Host shall not use, and shall not authorize, license, or permit any third party to use, any IRON GIRL designations, any Event Logo, or any other IRON GIRL trademarks on or in connection with any products, merchandise, souvenirs, or other goods or services, in each instance unless pre-approved by IRON GIRL in writing.
- (c) **Ownership; Goodwill.** Host acknowledges that IRON GIRL is the owner of the Event Logo and Host shall not register, or apply to register, the Event Logo, any service mark, trademark, or domain name that is similar in any manner to, or that incorporates, the Event Logo, any of IRON GIRL's other trademarks or other intellectual property, or any mark with the word "IRON," or any equivalent term or phrase in any language. All goodwill and rights accruing or arising under the Event Logo, or in any copyrights or other intellectual property of IRON GIRL used in connection with this Agreement or any Event, enures solely to the benefit of IRON GIRL.

11. **Indemnification.**

- (a) Each Party shall indemnify, protect, defend and hold harmless the other Party, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by the other Party or any representation or warranty made by the other Party herein; or (ii) any act or omission to act by the other Party, or any of its employees, servants, or agents.
- (b) This Section 11 shall survive the expiration or termination of this Agreement for any reason.

12. **Insurance.** Each Party shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than two million U.S. dollars (\$2,000,000.00) per occurrence for any one incident or accident, and not less than five million U.S. dollars (\$5,000,000.00) in aggregate. Each Party shall cause the other Party to be named as an additional insured in connection with each Event. Certificates evidencing the foregoing required insurance must be provided, upon request, to the other Party.

13. **Termination.**

- (a) Subject to Section 13(b): If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party (which notice must include a description of such breach) if, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.
- (b) Notwithstanding anything to the contrary herein, IRON GIRL may immediately terminate this Agreement:
 - (i) at any time if IRON GIRL gives written notice to Host that IRON GIRL has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to IRON GIRL whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the necessary approvals & permits; (B) an insufficient number of paid entries or sponsorships received; (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or (D) any condition with respect to the Venue that could create a safety risk for any Race participants or other Event visitors. Notwithstanding the foregoing, IRON GIRL shall pay to Host 50% of the Annual Payment due for the upcoming Event if IRON GIRL terminates this Agreement under subsections (B) or (C) within thirty (30) days prior to the Race Date.
 - (ii) if Host files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law; or
 - (iii) if Host causes, engages in, or permits any Ambush Marketing.

14. **Force Majeure; Inclement Weather.**

- (a) In the event either Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, landslide, epidemic, acts of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations ("Force Majeure Event"), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended. In the case of cancellation of an Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule

such Event if practicable. If such canceled Event cannot reasonably be rescheduled or relocated within the Venue, neither Party shall be deemed to be in breach of this Agreement solely because of such cancellation.

- (b) Both Parties acknowledge that reasonable changes to the Venue and the use thereof may need to be made in the event of inclement weather. Both Parties agree to cooperate and act in good faith in making any changes reasonably necessary due to inclement weather. Both Parties agree that public safety shall be the first consideration in determining whether any changes are necessary due to weather or similar conditions.

15. **Confidentiality.**

- (a) During the Term each Party (the “Receiving Party”) shall, other than as provided herein, keep confidential and not use or disclose, directly or indirectly, any of the terms of this Agreement, any trade secrets, confidential, or proprietary information, or any other knowledge, information, documents, or materials, owned, developed, or possessed by the other Party, whether in tangible or intangible form (collectively, “Confidential Information”).
- (b) “Confidential Information” does not include any information that the Receiving Party conclusively establishes: (i) entered the public domain without Receiving Party’s breach of any obligation owed to the disclosing Party; (ii) became known to the Receiving Party prior to the disclosing Party’s disclosure of such information to such Receiving Party; (iii) is permitted to be disclosed by the prior written consent of the disclosing Party; (iv) became known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) was independently developed by the Receiving Party without breach of this Agreement.
- (c) The Receiving Party shall take all lawful measures to prevent the unauthorized use and disclosure of Confidential Information, and to prevent unauthorized persons or entities from obtaining or using Confidential Information. The Receiving Party shall refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of Confidential Information.
- (d) The Receiving Party may disclose Confidential Information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder, but only if such officers and employees shall have entered into appropriate confidentiality agreements for secrecy and nonuse of Confidential Information which by its terms shall be enforceable by injunctive relief by the disclosing Party. The Receiving Party shall be liable for any unauthorized use and disclosure of Confidential Information by any of its officers or employees.
- (e) The Receiving Party may disclose the terms of this Agreement to (i) its attorneys and other professional advisors who have a professional duty to the Receiving Party to keep confidential such information or (ii) a third party that has entered into a reasonably standard confidentiality agreement with the Receiving Party that prohibits such third party from disclosing such terms, where such third party requires to review this Agreement for purposes of evaluating a proposed (A) purchase by such third party of assets of or equity interests in the Receiving Party or (B) financing transaction involving the borrowing of funds or establishing a credit facility or other financing arrangement, in each case where Receiving Party would be the borrower or guarantor of such debt.

- (f) If the Receiving Party is required to disclose Confidential Information in order to comply with applicable law, regulations, court order, or other legal process, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and each of the Parties shall use its reasonable efforts to secure confidential treatment of the Confidential Information to be disclosed (whether through protective orders or otherwise) and to ensure that only the minimum amount of Confidential Information necessary to comply with such requirements is disclosed.

16. **Assignment; Binding Effect.** No rights or obligations under this Agreement may be assigned or delegated by either Party without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section is void *ab initio*. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties hereto, their successors, and permitted assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under this Agreement.

17. **Relationship of the Parties.** The Parties are acting herein solely as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

18. **Governing Law.** Notwithstanding the place where this Agreement may be executed by either Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in either the United States District Court, Middle District of Florida, Tampa Division, or a Florida state court located in Hillsborough County, Florida (each, a "Tampa Court").

19. **Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

20. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if emailed, hand delivered, or delivered by certified or registered mail or by overnight delivery service:

If to Host:

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158
Attn: Village Administrator
Email: Villageadmin@plprairie.com

(Or to such other address as Host furnishes to IRON GIRL in writing in accordance with this Section)

If to IRON GIRL:

WORLD TRIATHLON CORPORATION
2701 North Rocky Point Drive, Suite 1250
Tampa, Florida 33607
Attention: Chief Legal Officer
E-mail: Legal@ironman.com

(Or to such other address as IRON GIRL furnishes to Host in writing in accordance with this Section)

21. **Enforcement of Agreement.** Host hereby agrees to waive all defenses, if any, to enforcement of this Agreement that Host might otherwise have under the doctrine of sovereign immunity (or similar doctrine) in connection with any law, regulation, ordinance, decree, order, or any other source or authority.

22. **No Oral or Implied Waivers or Modifications.** If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. No waiver will be of any force or effect unless set forth in a writing signed by the Party whose right is being waived. Subject to the immediately preceding sentence, no modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing signed by both Parties.

23. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and, with respect to such subject matter, supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. Except as may be expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect between the Parties.

24. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by the arbitrator or a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause, or provision will be deemed to be severed from this Agreement, provided that both the economic and legal substance of the transactions that this Agreement contemplates are not affected in a manner materially adverse to either Party. This Agreement may be executed in counterparts, each of which will be deemed an original binding document but all of which will constitute one and the same instrument. Neither this Agreement nor any provision herein will be construed in favor or against either Party based on which Party drafted this Agreement or such provision. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by e-mail, in “portable document format” (PDF) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of any such means, constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement or signature pages for all purposes. For the avoidance of doubt: signatures of the Parties transmitted by facsimile, email, or other electronic means will be deemed to be their original signatures for all purposes

[Signature page directly follows this page]

The Parties have executed this Agreement to be effective as of the Effective Date.

IRON GIRL:

HOST:

WORLD TRIATHLON CORPORATION

VILLAGE OF PLEASANT PRAIRIE

By: _____
Name: ANDREW MESSICK
Title: CHIEF EXECUTIVE OFFICER

By: _____
Name: MIKE POLLOCOFF
Title: VILLAGE ADMINISTRATOR

[Exhibits to this Agreement follow this page]

EXHIBIT A

Host Commitments

A-1. Approvals & Permits. To the extent it has the authority, right, power, ability, or legal jurisdiction to do so, Host shall assist IRON GIRL with all governmental, regulatory, and third-party approvals, permits, access rights, business licenses, consents, ordinance exemptions, commitments, and licenses necessary or useful in connection with performance by Host or IRON GIRL of this Agreement, including without limitation the conducting of the Event, the Race, the Wellness Weekend and the Expo, closures of roadways, use of amplified sound and music by IRON GIRL in connection with the Event, and Host’s provision of the Host Commitments (collectively, the “Approvals & Permits”). The Parties shall use best efforts to ensure that, 180 days prior to each Event, all Approvals & Permits with respect to the Event are obtained, and that all Approvals & Permits will remain in effect for and during the Event.

A-2. Use of Venue.

- (a) Ingress & Egress. Host grants to IRON GIRL (including IRON GIRL’s employees, contractors, participants, and spectators) a right to ingress and egress to and from the Venue for all Event functions (as described herein) and, as are reasonably necessary, Host grants to IRON GIRL the right to Rent (as such term is defined in Exhibit D and in accordance with Exhibit D) and use certain mutually agreed upon portions of the Venue for storage of Event equipment (subject to the reasonable approval and coordination of Host as to the items to be stored, the location, and the dates of storage).
- (b) Non-Exclusive. Except with respect to certain areas of the Venue during the Exclusive Use Periods (as defined below), all uses by IRON GIRL of the Venue will be non-exclusive uses and no use by IRON GIRL will prevent the use of other areas of the Venue by Host and its invitees, agents, and employees. IRON GIRL acknowledges that it must remove its fixtures and make the RecPlex parking lot available for use by its members by 3:00 p.m. on Race Date (except if granted permission by Host). IRON GIRL shall remove the rest of its vehicles, equipment, and improvements from the Venue no later than noon on Monday immediately following the Race Date (except if granted permission by Host).
- (c) Exclusive. During the three (3) days leading up to and including each Race Date (i.e., Thursday, Friday, Saturday, and Sunday) (collectively, the “Race Weekend”), Host shall, upon IRON GIRL’s request, permit IRON GIRL to Rent (in accordance with Exhibit D) and use of certain areas of the Venue for the Race, the Race registration/packet pickup, the Wellness Weekend, and the Expo. In connection with each Event and upon IRON GIRL’s request, Host shall Rent and provide the following facilities for IRON GIRL’s exclusive use on the following days and times (collectively, the “Exclusive Use Periods”):

Event Function	Function Location	Dates & Times
Wellness Weekend	RecPlex Facility	Friday immediately prior to each Race Date from 3p.m. to 5 p.m. and

		Saturday immediately prior to each Race Date from 8 a.m. to 6 p.m.
Expo	Outside of RecPlex Building	Saturday immediately prior to each Race Date from 8 a.m.-5 p.m. and on each Race Date from 5 a.m. to 11 a.m.
Race	Race course	Race Date from 7 a.m. until completion of Race

- A-3. **Parking.** Host shall use best efforts to provide adequate parking at the RecPlex Facility for each Event, provided, however, that if adequate parking at the RecPlex is not available, Host shall work with IRON GIRL to secure remote parking locations for the Event.
- A-4. **Lifeguards.** In consultation with IRON GIRL’s Race Director, Host shall provide an adequate number of certified lifeguards (consistent with past IRON GIRL events taking place at the Venue) for the operation of a safe swim course (the “Lifeguard Services”). The cost of the Lifeguard Services shall be at the expense of IRON GIRL. If IRON GIRL feels it needs additional swim attendants, the provision of those attendants shall be arranged by IRON GIRL, at the cost of IRON GIRL.
- A-5. **Police Services.** In consultation with IRON GIRL’s Race Director, Host shall provide adequate Police services and staff (consistent with past IRON GIRL events taking place at the Venue) for operation of a safe Event (the “Police Services”). The cost of the Police Services shall be at the expense of IRON GIRL.
- A-6. **Fire Department Services.** In consultation with IRON GIRL’s Race Director, Host shall provide adequate Fire Department services and staff (consistent with past IRON GIRL events taking place at the Venue) for operation of a safe Event (the “Fire Department Services”). The cost of the Fire Department Services shall be at the expense of IRON GIRL.
- A-7. **Public Works/Parks Services.** In consultation with IRON GIRL’s Race Director, Host shall provide adequate labor, equipment, and supplies (consistent with past IRON GIRL events taking place at the Venue) for operation of a safe Event (the “Public Works/Parks Services”). The cost of the Public Works/Parks Services shall be at the expense of IRON GIRL.
- A-8. **Marketing.** Host, on its website, shall advertise the Event and the fact that Host is hosting the Event, and at all times during the Term shall display a link, on its website, to the Event Website (as defined below). In addition, Host shall market each Event through any other existing marketing tools used by the RecPlex such as, but not limited to: print, web, and verbal. Host may create marketing pieces related to the Event, subject to IRON GIRL’s prior written approval and at no cost to IRON GIRL.
- A-9. **Intellectual Property of IRON GIRL.** Except with respect to the Event Logo (the use of which by Host being subject to Section 10), Host shall not, without IRON GIRL’s prior written consent, use any intellectual property rights of IRON GIRL, including without limitation the IRON GIRL® mark or the design mark known as the “Grace Logo.” Host shall promptly inform IRON GIRL of

any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of IRON GIRL.

A-10. Information Updates. Host shall, upon request from IRON GIRL, promptly inform IRON GIRL as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Commitments.

* * * * *

EXHIBIT B

Iron Girl Commitments

B-1. Venue.

- (a) IRON GIRL shall use the Venue only for the purpose of conducting the Event. All improvements to the Venue necessary for IRON GIRL's use shall be made at IRON GIRL's expense and shall comply with all applicable laws, rules, regulations, and ordinances. IRON GIRL shall not make alterations to the Venue without first obtaining the written consent of Host, which consent will not be unreasonably withheld, delayed, or conditioned. IRON GIRL's operations in the Venue shall not interfere with any public safety services provided to the Venue. Prior to using any of the Venue, IRON GIRL shall provide Host with reasonable notice. Following each Event, IRON GIRL agrees to restore the Venue to the same condition it was before the Event. In addition, IRON GIRL agrees to reimburse Host for damage to property and/or facilities (except for reasonable wear and tear) that were directly related to the staging of the Event.
- (b) IRON GIRL acknowledges that the Venue consists of public roads and the ability of the Host to provide use to IRON GIRL, its agents and participants depends upon obtaining all necessary approvals for the use of those roads. In the event any portion of the Venue is not reasonably available for use by IRON GIRL, Host will propose alternate areas for the Venue and the Parties agree to negotiate in good faith on any proposed changes to the Venue.

B-2. Race Director. IRON GIRL shall provide a Race Director who will manage and oversee the Event from pre-plan to clean-up. The Race Director shall coordinate the development of the Event and Race course with Host.

B-3. Operations, Equipment, and Personnel. Except to the extent required to be provided or obtained by Host as part of the Host Commitments, or as may be otherwise required under this Agreement, IRON GIRL shall provide for (or cause to be provided) all Event-related equipment, supplies, personnel (including volunteers and a certified Race Director), training of personnel (including volunteers), Race manuals/programs, Race course route determination and design, Race course set-up and tear-down, online and on-site athlete registration and check-in, welcome functions, award ceremonies, procurement of facilities, facility decoration, and all other technical and operational aspects of the Race. IRON GIRL may require that each Event use Race timing, registration, photography, or other services provided by IRON GIRL or any of its affiliates, designees, or service providers.

B-4. Kenosha County Sheriff. IRON GIRL agrees to pay the reasonable costs in connection with any Event services received from the Kenosha County Sheriff.

B-5. Expo. During the Race Weekend, IRON GIRL may provide for a multi-day vendor exposition at each Event (the "Expo"), which Expo may be referred to as the "IRON GIRL Village" or other name chosen by IRON GIRL. At the Expo, IRON GIRL (or its designee) may sell official IRON GIRL®-branded (or any other) merchandise and services, and, to the extent approved in writing by IRON GIRL, Event sponsors and other Expo vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, Host shall not charge or assess any rental fee, tax, surcharge, or other cost to or on any vendor, contractor, or any other party in connection with the Expo.

- B-6. Wellness Weekend.** During the Race Weekend, IRON GIRL may use the RecPlex Facility for a multi-day women’s wellness seminar (the “Wellness Weekend”), which Wellness Weekend may be referred to as the “IRON GIRL Wellness Weekend” or other name chosen by IRON GIRL. The Wellness Weekend will kick-off each Race Weekend with a variety of interactive sessions promoting a healthy and active lifestyle and may include, but may not limited to: warm-up exercises; demo-ing (trying out) gear or health gadgets; financial tips; hair and makeup tips; career advice; community outreach; participation in clinics; training tips; fitness demonstrations; yoga; Pilates; fitness boot-camp; and health-related discussions (e.g., vision, cholesterol, blood pressure, blood glucose, dermatology, meditation, sleeping techniques, chiropractic care, dietary information, and cooking demonstrations). At the Wellness Weekend, IRON GIRL (or its designee) may sell official IRON GIRL®-branded (or any other) merchandise and services, and, to the extent approved in writing by IRON GIRL, Wellness Weekend sponsors and other Wellness Weekend vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, Host shall not charge or assess any rental fee, tax, surcharge, or other cost to or on any vendor, contractor, or any other party in connection with the Wellness Weekend. Notwithstanding the foregoing, IRON GIRL and Host agree to use best efforts to coordinate all clinics, fitness demonstrations, yoga, Pilates, and fitness boot camps.

- B-7. Website; Media; Broadcasts.** IRON GIRL shall provide and maintain the official website that markets the Event (the “Event Website”). IRON GIRL shall retain the rights to all imagery and audiovisual works in connection with each Event, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming, and photography, all of which, as between IRON GIRL and Host, is the sole property of IRON GIRL and will not be reproduced, remarketed, or otherwise distributed or publicly displayed by Host without the written permission of IRON GIRL. IRON GIRL may, in its sole discretion, grant or license any or all of these rights to third parties or to Host.

- B-8. RecPlex Member Discounts.** IRON GIRL shall offer discounts to all current members of the RecPlex for entry into each Race and for each Wellness Weekend (the “RecPlex Member Discount”).

* * * * *

EXHIBIT C

TRADEMARK STANDARDS & USAGE GUIDELINES: EVENT-SPECIFIC LOGO

Event Logos

Each Event will feature one or more IRON GIRL®-branded logos customized by IRON GIRL for such Event (each, an “Event Logo”). IRON GIRL will design, create, and provide each Event Logo. IRON GIRL may elect to, from time to time, modify the Event Logo by adding the name of a “title” sponsor or “presenting” sponsor to such logo. The following is an example of an Event Logo *for a different event*:



General

The Event Logo must be used consistently and not altered. Modifications, variations, and incorrect uses of any Event Logo dilute the IRON GIRL® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of IRON GIRL’s intellectual property, such as the Event Logo. Please familiarize yourself with the following TRADEMARK STANDARDS & USAGE GUIDELINES, which you are required to follow when using any Event Logo in connection with any Event.

Pre-Approval Requirement

Without exception, all proposed uses of the Event Logo must be submitted to IRON GIRL for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo must be submitted, along with a high resolution PDF image of the proposed use, to approvals@ironman.com for review by IRON GIRL. Please allow at least ten (10) business days for all approval requests to be answered. Any proposed use or item submitted that is not approved by IRON GIRL in writing within fifteen (15) days shall be deemed disapproved.

Trademark Ownership & Required Notice

Each Event Logo is, and shall remain, the property of IRON GIRL. Any and all rights to, in, and under the Event Logo, or any copyright or other intellectual property of IRON GIRL, shall enure solely to the benefit of IRON GIRL.

Notice must be given to the public that World Triathlon Corporation claims ownership of the Event Logo. Therefore, the following legal notice must clearly appear, in no smaller than 6-point size typeface, on all of your printed materials, products, websites, and all other items on which any Event Logo is used:

IRON GIRL®, IRON GIRL Plus Grace Design, and Grace Design are registered trademarks of World Triathlon Corporation. Used here by permission.

Other Requirements

Each use by Host of the Event Logo must:

- Be solely and directly related to performing Host’s obligations, or exercising its rights, under this Agreement;
- Not be on any merchandise or services for sale or distribution (except to the extent expressly and specifically authorized by this Agreement or separate written agreement with IRON GIRL);
- Not constitute or involve transfer or assignment of the License or sub-license of any Event Logo; and
- Not have anything embedded in, added to, or superimposed on the Event Logo, or have any colors or color scheme different than that approved by IRON GIRL.

EXHIBIT D

Venue Rental Rates

Subject to the terms of this Agreement and with respect to each Event, IRON GIRL shall have the unilateral and exclusive option to rent the following venues and services for the following rental rates on the following dates (collectively “Rent”):

2015 Rental Rates

Venue/Service Type	Rate	Total
Lakeview Studio Saturday 8/8/2015 8am-7pm (Wellness)	\$65 hour	\$715.00
Lakeview and program playground and Ice Arena picnic areas* 8am-7pm 8/8/15 and 4 am -2 pm 8/9/15	Incl. in Annual Fee	Incl. in Annual Fee
Lakeview Studio on Sunday 8/9/15 4am-noon	Incl. in Annual	Incl. in Annual Fee
Annual Fee-Includes use of Course—streets, park surrounding RecPlex, Lake Andrea, RecPlex parking lot. Offsets rentals lost for the weekend at Aqua Arena, Ice Arena, Field House, Birthdays, Day Passes, Member and Citizen disruption.	Such Annual Fee is set forth in Section 3(a) of this Agreement	Such Annual Fee is set forth in Section 3(a) of this Agreement
*Estimated Municipal Fees (Approximate)—only bill hours worked Lifeguards \$1,200 Fire \$ 200 (has been higher in the past) Police \$2,100 Public Works \$1,000 Kenosha Sheriff---BILLED SEPARATELY (\$1,722.29 in 2014)	Billed actual hours Worked/equipment hours materials for parks if used	*\$4,500
Impact-facility fee	Incl. in Annual Fee	Incl. in Annual Fee
Per participant fee due one week after the event	Such Race Participant Fees are set forth in Section 3(b) of this Agreement	Such Race Participant Fees are set forth in Section 3(b) of this Agreement
Equipment Fee: Garbage impact fee: \$25/ cubic yard	Incl. in Annual Fee	Incl. in Annual Fee
Facility: RecPlex Expo set up: outside vendor Estimated Attendance at expo : 1500	Incl. in Annual Fee	Incl. in Annual Fee
Additional Room Rental Available Multi –Purpose Rooms—Polar, Penguin or Walrus (seats 25-30) \$40/hour Quad in the field house (open space 200-400 people) \$80/hour	TBD	TBD

2016 Rental Rates

Venue/Service Type	Rate	Total
Lakeview Studio Saturday 8/13/16 8am-7pm (Wellness)	\$65 hour	\$715.00
Lakeview and program playground and Ice Arena picnic areas* 8am-7pm 8/13/16 and 4 am -2 pm 8/14/16	Incl. in Annual Fee	Incl. in Annual Fee
Lakeview Studio on Sunday 8/14/16 4am-noon	Incl. in Annual	Incl. in Annual Fee
Annual Fee-Includes use of Course—streets, park surrounding RecPlex, Lake Andrea, RecPlex parking lot. Offsets rentals lost for the weekend at Aqua Arena, Ice Arena, Field House, Birthdays, Day Passes, Member and Citizen disruption.	Such Annual Fee is set forth in Section 3(a) of this Agreement	Such Annual Fee is set forth in Section 3(a) of this Agreement
*Estimated Municipal Fees (Approximate)—only bill hours worked Lifeguards \$1,200 Fire \$ 200 (has been higher in the past) Police \$2,100 Public Works \$1,000 Kenosha Sheriff---BILLED SEPARATELY (\$1,722.29 in 2014)	Billed actual hours Worked/equipment hours materials for parks if used	*\$4,500
Impact-facility fee	Incl. in Annual Fee	Incl. in Annual Fee
Per participant fee due one week after the event	Such Race Participant Fees are set forth in Section 3(b) of this Agreement	Such Race Participant Fees are set forth in Section 3(b) of this Agreement
Equipment Fee: Garbage impact fee: \$25/ cubic yard	Incl. in Annual Fee	Incl. in Annual Fee
Facility: RecPlex Expo set up: outside vendor Estimated Attendance at expo : 1500	Incl. in Annual Fee	Incl. in Annual Fee
Additional Room Rental Available Multi -Purpose Rooms—Polar, Penguin or Walrus (seats 25-30) \$40/hour Quad in the field house (open space 200-400 people) \$80/hour	TBD	TBD

2017 Rental Rates

Venue/Service Type	Rate	Total
Lakeview Studio Saturday 8/12/17 8am-7pm (Wellness)	\$65 hour	\$715.00
Lakeview and program playground and Ice Arena picnic areas* 8am-7pm 8/12/17 and 4 am -2 pm 8/13/17	Incl. in Annual Fee	Incl. in Annual Fee
Lakeview Studio on Sunday 8/13/17 4am-noon	Incl. in Annual	Incl. in Annual Fee
Annual Fee-Includes use of Course—streets, park surrounding RecPlex, Lake Andrea, RecPlex parking lot. Offsets rentals lost for the weekend at Aqua Arena, Ice Arena, Field House, Birthdays, Day Passes, Member and Citizen disruption.	Such Annual Fee is set forth in Section 3(a) of this Agreement	Such Annual Fee is set forth in Section 3(a) of this Agreement
* Estimated Municipal Fees (Approximate)—only bill hours worked Lifeguards \$1,200 Fire \$ 200 (has been higher in the past) Police \$2,100 Public Works \$1,000 Kenosha Sheriff---BILLED SEPARATELY (\$1,722.29 in 2014)	Billed actual hours Worked/equipment hours materials for parks if used	*\$4,500
Impact-facility fee	Incl. in Annual Fee	Incl. in Annual Fee
Per participant fee due one week after the event	Such Race Participant Fees are set forth in Section 3(b) of this Agreement	Such Race Participant Fees are set forth in Section 3(b) of this Agreement
Equipment Fee: Garbage impact fee: \$25/ cubic yard	Incl. in Annual Fee	Incl. in Annual Fee
Facility: RecPlex Expo set up: outside vendor Estimated Attendance at expo : 1500	Incl. in Annual Fee	Incl. in Annual Fee
Additional Room Rental Available Multi -Purpose Rooms—Polar, Penguin or Walrus (seats 25-30) \$40/hour Quad in the field house (open space 200-400 people) \$80/hour	TBD	TBD



Office of the Village Finance
Director/Treasurer
Kathleen Goessl

TO: Village Board

FROM: Kathy Goessl

Cc: Mike Pollocoff

DATE: March 10, 2015

SUBJECT: 2015/2016 Liability and Property Insurance Proposals

The Village will be entering its third year of a three year bid cycle for our liability insurance. In 2013, the Village requested proposals from all interested companies. The League of WI Municipalities proposal was chosen by the Village Board for 2013/2014 policy year. The Village advised the bidders of their right to bid in subsequent years if the Village determined that the proposed renewal prices, of our current carrier, were too high.

Our 2015/16 insurance proposals from our current carriers increased by 9.1%. The proposed premium is \$553,321. This is increase of \$46,056 or 9.1% from last year (see attached premium comparison). The majority of the increase, \$44,725 is due to an increase in the state's worker compensation rates and an increase in our payroll (\$1,295,000) being covered. All the other premiums were up net overall by only \$1,331, some decreases, some increases.

The Village, RecPlex and Utilities have a 2015 budget amount of \$623,451 for liability and property insurance. For 2015, we will be under budget by \$68,831 for worker compensation, and \$1,299 for liability and property insurance.

My recommendation is to renew with our current insurance carriers, League of WI Municipalities for liability, worker compensation and automobile physical damage coverage; Local Government Property Insurance Fund for property; Liberty for boiler & machinery and C.N.A. for commercial crime.

Village of Pleasant Prairie
Property & liability Insurance Program
Premium Comparison
April 1, 2015

Lines of Coverage	2014/15		2015/2016				League Changes
	Premium	Carrier	League of WI Municipalities				
	Premium	Carrier	Premium	Coverage	Deductible	Carrier	
Automobile Liability	16,119	League	16,654	5,000,000	1,000	League	535
General Liability	57,864	League	58,732	5,000,000	1,000	League	868
Law Enforcement Liability	12,816	League	13,008	5,000,000	1,000	League	192
Public Officials Liability	30,403	League	30,859	5,000,000	1,000	League	456
	117,202		119,253				2,051
Property	43,769	LGPIF	43,619	97,274,077	25,000	LGPIF	(150)
Automobile Physical Damage	31,128	League	30,386	7,298,914	1,000/2,500	League	(742)
	74,897		74,005				(892)
Boiler & machinery	4,531	Liberty	4,656	81,573,670	2,500	Liberty	125
Commercial Crime	993	C N A	1,040	100,000	1,000	C N A	47
	5,524		5,696				172
Workers Compensation	309,642	League	354,367			League	44,725
Total Before Dividends	507,265		553,321				46,056
Less: Estimated Dividend	(16,542)	2014 Dividend	(16,542)				-
Net Estimated	490,723		536,779				46,056

Village of Pleasant Prairie
2015 Insurance Budget

	500153 Worker Compensation	500510 Property & Liability	Total
General Government (15001) *	324,704	92,796	417,500
Utilities (15002)	14,743	63,139	77,882
RecPlex (15003)	83,525	44,318	127,843
Finance (15004)	227	-	227
Total	423,198	200,253	623,451
13/14 Proposals	354,367	198,954	553,321
Over budget /(Under Budget)	(68,831)	(1,299)	(70,130)

*Worker Compensation includes PW and Utility payroll Totals



Office of the
Chief of Fire & Rescue
Doug McElmury

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

From: Doug McElmury, Chief

CC: Jane Romanowski, Village Clerk

Date: March 11, 2015

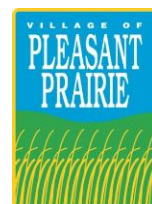
Re: ISO Public Protection Classification

On March 3rd, the Village of Pleasant Prairie was notified of the results of a recent Insurance Services Offices, Inc. (ISO) analysis. I am pleased to announce that Pleasant Prairie's ISO rating has been raised from Class 3 (achieved in 2011) to Class 2. The improved rating will take effect June 1, 2015.

Fire departments nationwide are evaluated by the ISO on their fire suppression capabilities. Fire departments are rated on a scale of Class 1 through Class 10, Class 1 being the best possible rating and Class 10 indicating that the minimum ISO criteria are not met. In 2014, 810 (or 1.65%) of the 49,010 fire departments nationwide were rated a Class 2 or better.

The ISO analysis identified two main areas of improvement over the 2011 review – Fire & Rescue training and staffing. I am incredibly proud of the ongoing efforts put forth by Pleasant Prairie's Fire & Rescue Department and am very pleased that their efforts were recognized through the improvement of the Village's ISO rating.

Improvements in ISO ratings can sometimes have a financial benefit for property owners and businesses, as many property insurance providers consider ISO ratings when deciding whether or not to extend coverage and when determining premiums.





4B Eves Drive, Suite 200
P.O. Box 961
Marlton, NJ 08053-3112

t 1.800.444.4554 Opt. 2
f 1.800.777.3929

February 23, 2015

Mr. John Steinbrink, Village President
Pleasant Prairie
9915 39 Ave
Pleasant Prairie, Wisconsin, 53258

RECEIVED

FEB 27 2015

Village of
Pleasant Prairie

RE: Pleasant Prairie, Kenosha County, Wisconsin
Public Protection Classification: 02/10
Effective Date: June 01, 2015

Dear Mr. John Steinbrink,

We wish to thank you Mr. John Steinbrink Jr and Chief Doug McElmury for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

Enclosed is a summary of the ISO analysis of your fire suppression services. If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" – formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."
- Communities graded with single "9" or "8B" classifications will remain intact.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes or questions, please call customer service at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

Dominic Santanna

Dominic Santanna
Manager - National Processing Center

Encl.

cc: Mr. John Steinbrink Jr, Director of Public Works, Pleasant Prairie Water Department
Chief Doug McElmury, Chief, Pleasant Prairie Fire Department
Mr. Josh Nelson, Communications Supervisor, Kenosha County Comm Center

Public Protection Classification Summary Report

Pleasant Prairie

WISCONSIN

Prepared by

**Insurance Services Office, Inc.
4B Eves Drive, Suite 200
P.O. Box 961
Marlton, New Jersey 08053-3112
(856) 985-5600**

February 2015

Background Information

Introduction

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities. The data is analyzed using our Fire Suppression Rating Schedule (FSRS™) and then a Public Protection Classification (PPC™) number is assigned to the community. The surveys are conducted whenever it appears that there is a possibility of a classification change. As such, the PPC program provides important, up-to-date information about fire protection services throughout the country.

The Fire Suppression Rating Schedule (FSRS) recognizes fire protection features only as they relate to suppression of first alarm structure fires. In many communities, fire suppression may be only a small part of the fire department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service, and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's Public Protection Classification, only features related to reducing property losses from structural fires are evaluated. Multiple alarms, simultaneous incidents and life safety are not considered in this evaluation. The PPC program evaluates the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection – as measured by the PPC program – and low fire losses. So, insurance companies use PPC information for marketing, underwriting, and to help establish fair premiums for homeowners and commercial fire insurance. In general, the price of fire insurance in a community with a good PPC is substantially lower than in a community with a poor PPC, assuming all other factors are equal.

ISO is an independent company that serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about risk. ISO's expert staff collects information about municipal fire suppression efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a Public Protection Classification – a number from 1 to 10. Class 1 represents an exemplary fire suppression program, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC depends on:

- **Needed Fire Flows**, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- **Emergency Communications**, including emergency reporting, telecommunicators, and dispatching systems.
- **Fire Department**, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- **Water Supply**, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.

Data Collection and Analysis

ISO has evaluated and classified over 48,000 fire protection areas across the United States using its Fire Suppression Rating Schedule (FSRS). A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC number. In order for a community to obtain a classification better than a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the **Emergency Communications** accounts for 10% of the total classification. This section is weighted at **10 points**, as follows:

- Emergency Reporting 3 points
- Telecommunicators 4 points
- Dispatch Circuits 3 points

A review of the **Fire Department** accounts for 50% of the total classification. ISO focuses on a fire department's first alarm response and initial attack to minimize potential loss. The fire department section is weighted at **50 points**, as follows:

- Engine Companies 6 points
- Reserve Pumpers 0.5 points
- Pump Capacity 3 points
- Ladder/Service Companies 4 points
- Reserve Ladder/Service Trucks 0.5 points
- Deployment Analysis 10 points
- Company Personnel 15 points
- Training 9 points
- Operational considerations 2 points
- Community Risk Reduction 5.5 points (in addition to the 50 points above)

A review of the **Water Supply** system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at **40 points**, as follows:

- Credit for Supply System 30 points
- Hydrant Size, Type & Installation 3 points
- Inspection & Flow Testing of Hydrants 7 points

There is one additional factor considered in calculating the final score – **Divergence**.

Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment or personnel to use the water. The FSRS score is subject to modification by a divergence factor, which recognizes disparity between the effectiveness of the fire department and the water supply.

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

Public Protection Classification Number

The PPC number assigned to the community will depend on the community's score on a 100-point scale:

PPC	Points
1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.99
8	20.00 to 29.99
9	10.00 to 19.99
10	0.00 to 9.99

The classification numbers are interpreted as follows:

- Class 1 through (and including) Class 8 represents a fire suppression system that includes an FSRS creditable dispatch center, fire department, and water supply.
- Class 8B is a special classification that recognizes a superior level of fire protection in otherwise Class 9 areas. It is designed to represent a fire protection delivery system that is superior except for a lack of a water supply system capable of the minimum FSRS fire flow criteria of 250 gpm for 2 hours.
- Class 9 is a fire suppression system that includes a creditable dispatch center, fire department but no FSRS creditable water supply.
- Class 10 does not meet minimum FSRS criteria for recognition, including areas that are beyond five road miles of a recognized fire station.

New Public Protection Classifications effective July 1, 2014

We're revising our Public Protection Classifications (PPC™) to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

New classifications

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

Split classifications

When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

What's changed with the new classifications?

We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B".
- Communities graded with single "9" or "8B" classifications will remain intact.

Prior Classification	New Classification
1/9	1/1X
2/9	2/2X
3/9	3/3X
4/9	4/4X
5/9	5/5X
6/9	6/6X
7/9	7/7X
8/9	8/8X
9	9

Prior Classification	New Classification
1/8B	1/1Y
2/8B	2/2Y
3/8B	3/3Y
4/8B	4/4Y
5/8B	5/5Y
6/8B	6/6Y
7/8B	7/7Y
8/8B	8/8Y
8B	8B

What's changed?

As you can see, we're still maintaining split classes, but it's how we represent them to insurers that's changed. The new designations reflect a reduction in fire severity and loss and have the potential to reduce property insurance premiums.

Benefits of the revised split class designations

- To the fire service, the revised designations identify enhanced fire suppression capabilities used throughout the fire protection area
- To the community, the new classes reward a community's fire suppression efforts by showing a more reflective designation
- To the individual property owner, the revisions offer the potential for decreased property insurance premiums

New water class

Our data also shows that risks located more than 5 but less than 7 road miles from a responding fire station with a creditable water source within 1,000 feet had better loss experience than those farther than 5 road miles from a responding fire station with no creditable water source. We've introduced a new classification —10W— to recognize the reduced loss potential of such properties.

What's changed with Class 10W?

Class 10W is property-specific. Not all properties in the 5-to-7-mile area around the responding fire station will qualify. The difference between Class 10 and 10W is that the 10W-graded risk or property is within 1,000 feet of a creditable water supply. Creditable water supplies include fire protection systems using hauled water in any of the split classification areas.

What's the benefit of Class 10W?

10W gives credit to risks within 5 to 7 road miles of the responding fire station and within 1,000 feet of a creditable water supply. That's reflective of the potential for reduced property insurance premiums.

What does the fire chief have to do?

Fire chiefs don't have to do anything at all. The revised classifications will change automatically effective July 1, 2014*.

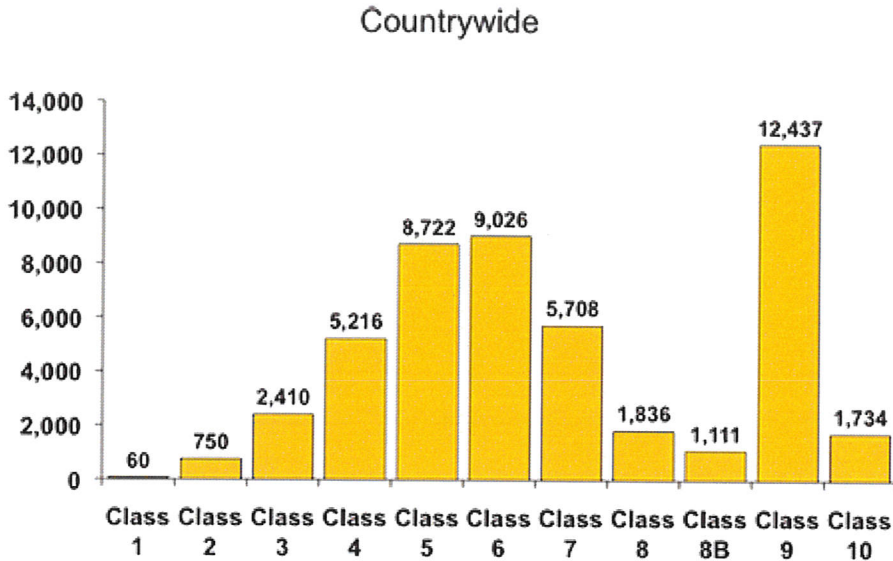
What if I have additional questions?

Feel free to contact ISO at 800.444.4554 or email us at PPC-Cust-Serv@iso.com.

*The new classifications do not apply in Texas.

Distribution of Public Protection Classification Numbers

The 2014 published countrywide distribution of communities by the Public Protection Classification number is as follows:



Assistance

The PPC program offers help to communities, fire departments and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

ISO Public Protection representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your PPC questions. What's more, we can be reached via the internet at www.isomitigation.com/talk/.

We also have a website dedicated to our Community Hazard Mitigation Classification programs at www.isomitigation.com. Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about ISO's Public Protection Classification program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special secured website with information and features that can help improve your ISO Public Protection Classification, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the Fire Suppression Rating Schedule and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

To become a registered fire chief or community chief administrative official, register at www.isomitigation.com.

Public Protection Classification

ISO concluded its review of the fire suppression features being provided for Pleasant Prairie. The resulting community classification is **Class 02/10**.

If the classification is a single class, the classification applies to properties with a Needed Fire Flow of 3,500 gpm or less in the community. If the classification is a split class (e.g., 6/XX), the following applies:

- The first class (e.g., "6" in a 6/XX) applies to properties within 5 road miles of a recognized fire station and within 1,000 feet of a fire hydrant or alternate water supply.
- The second class (XX or XY) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station.
- Alternative Water Supply: The first class (e.g., "6" in a 6/10) applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement.
- Class 10 applies to properties over 5 road miles of a recognized fire station.
- Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

Summary Evaluation Analysis

FSRs Feature	Earned Credit	Credit Available
Emergency Communications		
414. Credit for Emergency Reporting	2.85	3
422. Credit for Telecommunicators	3.20	4
432. Credit for Dispatch Circuits	0.83	3
440. Credit for Receiving and Handling Fire Alarms	6.88	10
Fire Department		
513. Credit for Engine Companies	6.00	6
523. Credit for Reserve Pumpers	0.50	0.50
532. Credit for Pump Capacity	3.00	3
549. Credit for Ladder Service	4.00	4
553. Credit for Reserve Ladder and Service Trucks	0.15	0.50
561. Credit for Deployment Analysis	2.74	10
571. Credit for Company Personnel	9.17	15
581. Credit for Training	7.62	9
730. Credit for Operational Considerations	2.00	2
590. Credit for Fire Department	35.18	50
Water Supply		
616. Credit for Supply System	30.00	30
621. Credit for Hydrants	3.00	3
631. Credit for Inspection and Flow Testing	5.60	7
640. Credit for Water Supply	38.60	40
Divergence	-5.23	--
1050. Community Risk Reduction	4.81	5.50
Total Credit	80.24	105.50

Emergency Communications

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- Computer-aided dispatch (CAD) facilities
- Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- Facilities used to dispatch fire department companies to reported structure fires

	Earned Credit	Credit Available
414. Credit Emergency Reporting	2.85	3
422. Credit for Telecommunicators	3.20	4
432. Credit for Dispatch Circuits	0.83	3
Item 440. Credit for Emergency Communications:	6.88	10

Item 414 - Credit for Emergency Reporting (3 points)

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems* as the reference for this section.

Item 410. Emergency Reporting (CER)	Earned Credit	Credit Available
<p>A./B. Basic 9-1-1, Enhanced 9-1-1 or No 9-1-1</p> <p>For maximum credit, there should be an Enhanced 9-1-1 system, Basic 9-1-1 and No 9-1-1 will receive partial credit.</p>	20.00	20
<p>1. E9-1-1 Wireless</p> <p>Wireless Phase I using Static ALI (automatic location identification) Functionality (10 points); Wireless Phase II using Dynamic ALI Functionality (15 points); Both available will be 25 points</p>	25.00	25
<p>2. E9-1-1 Voice over Internet Protocol (VoIP)</p> <p>Static VoIP using Static ALI Functionality (10 points); Nomadic VoIP using Dynamic ALI Functionality (15 points); Both available will be 25 points</p>	25.00	25
<p>3. Computer Aided Dispatch</p> <p>Basic CAD (5 points); CAD with Management Information System (5 points); CAD with Interoperability (5 points)</p>	10.00	15
<p>4. Geographic Information System (GIS/AVL)</p> <p>The PSAP uses a fully integrated CAD/GIS management system with automatic vehicle location (AVL) integrated with a CAD system providing dispatch assignments.</p>	15.00	15
<p>Review of Emergency Reporting total:</p>	95.00	100

Item 422- Credit for Telecommunicators (4 points)

The second item reviewed is Item 422 "Credit for Telecommunicators (TC)". This item reviews the number of Telecommunicators on duty at the center to handle fire calls and other emergencies. All emergency calls including those calls that do not require fire department action are reviewed to determine the proper staffing to answer emergency calls and dispatch the appropriate emergency response. NFPA 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems*, recommends that ninety-five percent of emergency calls shall be answered within 15 seconds and ninety-nine percent of emergency calls shall be answered within 40 seconds. In addition, NFPA recommends that ninety percent of emergency alarm processing shall be completed within 60 seconds and ninety-nine percent of alarm processing shall be completed within 90 seconds of answering the call.

To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

Item 420. Telecommunicators (CTC)	Earned Credit	Credit Available
<p>A1. Alarm Receipt (AR)</p> <p>Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221</p>	20.00	20
<p>A2. Alarm Processing (AP)</p> <p>Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221</p>	20.00	20
<p>B. Emergency Dispatch Protocols (EDP)</p> <p>Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization.</p>	0.00	20
<p>C. Telecommunicator Training and Certification (TTC)</p> <p>Telecommunicators meet the qualification requirements referenced in NFPA 1061, <i>Standard for Professional Qualifications for Public Safety Telecommunicator</i>, and/or the Association of Public-Safety Communications Officials - International (APCO) <i>Project 33</i>. Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions.</p>	20.00	20
<p>D. Telecommunicator Continuing Education and Quality Assurance (TQA)</p> <p>Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions</p>	20.00	20
Review of Telecommunicators total:	80.00	100

Item 432 - Credit for Dispatch Circuits (3 points)

The third item reviewed is Item 432 "Credit for Dispatch Circuits (CDC)". This item reviews the dispatch circuit facilities used to transmit alarms to fire department members. A "Dispatch Circuit" is defined in NFPA 1221 as "A circuit over which an alarm is transmitted from the communications center to an emergency response facility (ERF) or emergency response units (ERUs) to notify ERUs to respond to an emergency". All fire departments (except single fire station departments with full-time firefighter personnel receiving alarms directly at the fire station) need adequate means of notifying all firefighter personnel of the location of reported structure fires. The dispatch circuit facilities should be in accordance with the general criteria of NFPA 1221. "Alarms" are defined in this Standard as "A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency".

There are two different levels of dispatch circuit facilities provided for in the Standard – a primary dispatch circuit and a secondary dispatch circuit. In jurisdictions that receive 730 alarms or more per year (average of two alarms per 24-hour period), two separate and dedicated dispatch circuits, a primary and a secondary, are needed. In jurisdictions receiving fewer than 730 alarms per year, a second dedicated dispatch circuit is not needed. Dispatch circuit facilities installed but not used or tested (in accordance with the NFPA Standard) receive no credit.

The score for Credit for Dispatch Circuits (CDC) is influenced by monitoring for integrity of the primary dispatch circuit. There are up to 0.90 points available for this Item. Monitoring for integrity involves installing automatic systems that will detect faults and failures and send visual and audible indications to appropriate communications center (or dispatch center) personnel. ISO uses NFPA 1221 to guide the evaluation of this item. ISO's evaluation also includes a review of the communication system's emergency power supplies.

Item 432 "Credit for Dispatch Circuits (CDC)" = 0.83 points

Fire Department

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- Equipment carried
- Response to reported structure fires
- Deployment analysis of companies
- Available and/or responding firefighters
- Training

	Earned Credit	Credit Available
513. Credit for Engine Companies	6.00	6
523. Credit for Reserve Pumpers	0.50	0.5
532. Credit for Pumper Capacity	3.00	3
549. Credit for Ladder Service	4.00	4
553. Credit for Reserve Ladder and Service Trucks	0.15	0.5
561. Credit for Deployment Analysis	2.74	10
571. Credit for Company Personnel	9.17	15
581. Credit for Training	7.62	9
581. Credit for Operational Considerations	2.00	2
Item 590. Credit for Fire Department:	35.18	50

Basic Fire Flow

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 3500 gpm.

Item 513 - Credit for Engine Companies (6 points)

The first item reviewed is Item 513 "Credit for Engine Companies (CEC)". This item reviews the number of engine companies, their pump capacity, hose testing, pump testing and the equipment carried on the in-service pumpers. To be recognized, pumper apparatus must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* which include a minimum 250 gpm pump, an emergency warning system, a 300 gallon water tank, and hose. At least 1 apparatus must have a permanently mounted pump rated at 750 gpm or more at 150 psi.

The review of the number of needed pumpers considers the response distance to built-upon areas; the Basic Fire Flow; and the method of operation. Multiple alarms, simultaneous incidents, and life safety are not considered.

The greatest value of A, B, or C below is needed in the fire district to suppress fires in structures with a Needed Fire Flow of 3,500 gpm or less: **3 engine companies**

- a) **2 engine companies** to provide fire suppression services to areas to meet NFPA 1710 criteria or within 1½ miles.
- b) **3 engine companies** to support a Basic Fire Flow of 3500 gpm.
- c) **3 engine companies** based upon the fire department's method of operation to provide a minimum two engine response to all first alarm structure fires.

The FSRS recognizes that there are **3 engine companies** in service.

The FSRS also reviews Automatic Aid. Automatic Aid is considered in the review as assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged case by case. ISO will recognize an Automatic Aid plan under the following conditions:

- It must be prearranged for first alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- The aid must be dispatched to all reported structure fires on the initial alarm.
- The aid must be provided 24 hours a day, 365 days a year.

FSRS Item 512.D "Automatic Aid Engine Companies" responding on first alarm and meeting the needs of the city for basic fire flow and/or distribution of companies are factored based upon the value of the Automatic Aid plan (up to 1.00 can be used as the factor). The Automatic Aid factor is determined by a review of the Automatic Aid provider's communication facilities, how they receive alarms from the graded area, inter-department training between fire departments, and the fire ground communications capability between departments.

For each engine company, the credited Pump Capacity (PC), the Hose Carried (HC), the Equipment Carried (EC) all contribute to the calculation for the percent of credit the FSRS provides to that engine company.

Item 513 "Credit for Engine Companies (CEC)" = 6.00 points

Item 523 - Credit for Reserve Pumpers (0.50 points)

The item is Item 523 "Credit for Reserve Pumpers (CRP)". This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

Item 523 "Credit for Reserve Pumpers (CRP)" = 0.50 points

Item 532 – Credit for Pumper Capacity (3 points)

The next item reviewed is Item 532 "Credit for Pumper Capacity (CPC)". The total pump capacity available should be sufficient for the Basic Fire Flow of 3500 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

Item 532 "Credit for Pumper Capacity (CPC)" = 3.00 points

Item 549 – Credit for Ladder Service (4 points)

The next item reviewed is Item 549 "Credit for Ladder Service (CLS)". This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRS equipment list. Ladder trucks must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRS recognizes that there are **1 ladder companies** in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRS recognizes that there are **0 service companies** in service.

Item 549 "Credit for Ladder Service (CLS)" = 4.00 points

Item 553 – Credit for Reserve Ladder and Service Trucks (0.50 points)

The next item reviewed is Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)”. This item considers the adequacy of ladder and service apparatus when one (or more in larger communities) of these apparatus are out of service. The number of needed reserve ladder and service trucks is 1 for each 8 needed ladder and service companies that were determined to be needed in Item 540, or any fraction thereof.

Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)” = 0.15 points

Item 561 – Deployment Analysis (10 points)

Next, Item 561 “Deployment Analysis (DA)” is reviewed. This Item examines the number and adequacy of existing engine and ladder-service companies to cover built-upon areas of the city.

To determine the Credit for Distribution, first the Existing Engine Company (EC) points and the Existing Engine Companies (EE) determined in Item 513 are considered along with Ladder Company Equipment (LCE) points, Service Company Equipment (SCE) points, Engine-Ladder Company Equipment (ELCE) points, and Engine-Service Company Equipment (ESCE) points determined in Item 549.

Secondly, as an alternative to determining the number of needed engine and ladder/service companies through the road-mile analysis, a fire protection area may use the results of a systematic performance evaluation. This type of evaluation analyzes computer-aided dispatch (CAD) history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full alarm assignment in accordance with the general criteria of in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

A determination is made of the percentage of built upon area within 1½ miles of a first-due engine company and within 2½ miles of a first-due ladder-service company.

Item 561 “Credit Deployment Analysis (DA)” = 2.74 points

Item 571 – Credit for Company Personnel (15 points)

Item 571 “Credit for Company Personnel (CCP)” reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, “Kelley” days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRS recognizes **8.00 on-duty personnel** and an average of **20.00 on-call personnel** responding on first alarm structure fires.

Item 571 “Credit for Company Personnel (CCP)” = 9.17 points

Item 581 – Credit for Training (9 points)

Training	Earned Credit	Credit Available
<p>A. Facilities, and Use</p> <p>For maximum credit, each firefighter should receive 18 hours per year in structure fire related subjects as outlined in NFPA 1001.</p>	29.00	35
<p>B. Company Training</p> <p>For maximum credit, each firefighter should receive 16 hours per month in structure fire related subjects as outlined in NFPA 1001.</p>	15.63	25
<p>C. Classes for Officers</p> <p>For maximum credit, each officer should be certified in accordance with the general criteria of NFPA 1021. Additionally, each officer should receive 12 hours of continuing education on or off site.</p>	12.00	12
<p>D. New Driver and Operator Training</p> <p>For maximum credit, each new driver and operator should receive 60 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.</p>	5.00	5
<p>E. Existing Driver and Operator Training</p> <p>For maximum credit, each existing driver and operator should receive 12 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.</p>	5.00	5
<p>F. Training on Hazardous Materials</p> <p>For maximum credit, each firefighter should receive 6 hours of training for incidents involving hazardous materials in accordance with NFPA 472.</p>	1.00	1
<p>G. Recruit Training</p> <p>For maximum credit, each firefighter should receive 240 hours of structure fire related training in accordance with NFPA 1001 within the first year of employment or tenure.</p>	5.00	5
<p>H. Pre-Fire Planning Inspections</p> <p>For maximum credit, pre-fire planning inspections of each commercial, industrial, institutional, and other similar type building (all buildings except 1-4 family dwellings) should be made annually by company members. Records of inspections should include up-to date notes and sketches.</p>	12.00	12

Item 580 “Credit for Training (CT)” = 7.62 points

Item 730 – Operational Considerations (2 points)

Item 730 “Credit for Operational Considerations (COC)” evaluates fire department standard operating procedures and incident management systems for emergency operations involving structure fires.

Operational Considerations	Earned Credit	Credit Available
Standard Operating Procedures The department should have established SOPs for fire department general emergency operations	50	50
Incident Management Systems The department should use an established incident management system (IMS)	50	50
Operational Considerations total:	100	100

Item 730 “Credit for Operational Considerations (COC)” = 2.00 points

Water Supply

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- the capability of the water distribution system to meet the Needed Fire Flows at selected locations up to 3,500 gpm.
- size, type and installation of fire hydrants.
- inspection and flow testing of fire hydrants.

	Earned Credit	Credit Available
616. Credit for Supply System	30.00	30
621. Credit for Hydrants	3.00	3
631. Credit for Inspection and Flow Testing	5.60	7
Item 640. Credit for Water Supply:	38.60	40

Item 616 – Credit for Supply System (30 points)

The first item reviewed is Item 616 “Credit for Supply System (CSS)”. This item reviews the rate of flow that can be credited at each of the Needed Fire Flow test locations considering the supply works capacity, the main capacity and the hydrant distribution. The lowest flow rate of these items is credited for each representative location. A water system capable of delivering 250 gpm or more for a period of two hours plus consumption at the maximum daily rate at the fire location is considered minimum in the ISO review.

Where there are 2 or more systems or services distributing water at the same location, credit is given on the basis of the joint protection provided by all systems and services available.

The supply works capacity is calculated for each representative Needed Fire Flow test location, considering a variety of water supply sources. These include public water supplies, emergency supplies (usually accessed from neighboring water systems), suction supplies (usually evidenced by dry hydrant installations near a river, lake or other body of water), and supplies developed by a fire department using large diameter hose or vehicles to shuttle water from a source of supply to a fire site. The result is expressed in gallons per minute (gpm).

The normal ability of the distribution system to deliver Needed Fire Flows at the selected building locations is reviewed. The results of a flow test at a representative test location will indicate the ability of the water mains (or fire department in the case of fire department supplies) to carry water to that location.

The hydrant distribution is reviewed within 1,000 feet of representative test locations measured as hose can be laid by apparatus.

For maximum credit, the Needed Fire Flows should be available at each location in the district. Needed Fire Flows of 2,500 gpm or less should be available for 2 hours; and Needed Fire Flows of 3,000 and 3,500 gpm should be obtainable for 3 hours.

Item 616 “Credit for Supply System (CSS)” = 30.00 points

Item 621 – Credit for Hydrants (3 points)

The second item reviewed is Item 621 “Credit for Hydrants (CH)”. This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

There are a total of 1354 hydrants in the graded area.

620. Hydrants, - Size, Type and Installation	Number of Hydrants
A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ - inch outlets	1354
B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ -inch outlets, or with a small foot valve, or with a small barrel	0
C./D. With only a 2½ -inch outlet or with less than a 6 -inch branch	0
E./F. Flush Type, Cistern, or Suction Point	0

Item 621 “Credit for Hydrants (CH)” = 3.00 points

Item 630 – Credit for Inspection and Flow Testing (7 points)

The third item reviewed is Item 630 “Credit for Inspection and Flow Testing (CIT)”. This item reviews the fire hydrant inspection frequency, and the completeness of the inspections. Inspection of hydrants should be in accordance with AWWA M-17, *Installation, Field Testing and Maintenance of Fire Hydrants*.

Frequency of Inspection (FI): Average interval between the 3 most recent inspections.

Frequency	Points
1 year	30
2 years	20
3 years	10
4 years	5
5 years or more	No Credit

Note: The points for inspection frequency are reduced by 10 points if the inspections are incomplete or do not include a flushing program. An additional reduction of 10 points are made if hydrants are not subjected to full system pressure during inspections. If the inspection of cisterns or suction points does not include actual drafting with a pumper, or back-flushing for dry hydrants, 20 points are deducted.

Total points for Inspections = 3.20 points

Frequency of Fire Flow Testing (FF): Average interval between the 3 most recent inspections.

Frequency	Points
5 years	40
6 years	30
7 years	20
8 years	10
9 years	5
10 years or more	No Credit

Total points for Fire Flow Testing = 2.40 points

Item 631 “Credit for Inspection and Fire Flow Testing (CIT)” = 5.60 points

Divergence = -5.23

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

Community Risk Reduction

	Earned Credit	Credit Available
1025. Credit for Fire Prevention and Code Enforcement (CPCE)	2.07	2.2
1033. Credit for Public Fire Safety Education (CFSE)	1.76	2.2
1044. Credit for Fire Investigation Programs (CIP)	0.98	1.1
Item 1050. Credit for Community Risk Reduction	4.81	5.50

Item 1025 – Credit for Fire Prevention Code and Enforcement (2.2 points)	Earned Credit	Credit Available
Fire Prevention Code Regulations (PCR) Evaluation of fire prevention code regulations in effect.	10.00	10
Fire Prevention Staffing (PS) Evaluation of staffing for fire prevention activities.	8.00	8
Fire Prevention Certification and Training (PCT) Evaluation of the certification and training of fire prevention code enforcement personnel.	4.00	6
Fire Prevention Programs (PCP) Evaluation of fire prevention programs.	15.60	2
Review of Fire Prevention Code and Enforcement (CPCE) total:	2.07	40

Item 1033 – Credit for Public Fire Safety Education (2.2 points)	Earned Credit	Credit Available
Public Fire Safety Educators Qualifications and Training (FSQT) Evaluation of public fire safety education personnel training and qualification as specified by the authority having jurisdiction.	7.00	10
Public Fire Safety Education Programs (FSP) Evaluation of programs for public fire safety education.	25.00	30
Review of Public Safety Education Programs (CFSE) total:	1.76	40

Item 1044 – Credit for Fire Investigation Programs (1.1 points)	Earned Credit	Credit Available
Fire Investigation Organization and Staffing (IOS) Evaluation of organization and staffing for fire investigations.	8.00	8
Fire Investigator Certification and Training (IQT) Evaluation of fire investigator certification and training.	3.90	6
Use of National Fire Incident Reporting System (IRS) Evaluation of the use of the National Fire Incident Reporting System (NFIRS) for the 3 years before the evaluation.	6.00	6
Review of Fire Prevention Code and Enforcement (CPCE) total:	0.98	20

Summary of Public Protection Classification Review

Completed by ISO

for

Pleasant Prairie

FSRS Item	Earned Credit	Credit Available
Emergency Reporting		
414. Credit for Emergency Reporting	2.85	3
422. Credit for Telecommunicators	3.20	4
432. Credit for Dispatch Circuits	0.83	3
440. Credit for Receiving and Handling Fire Alarms	6.88	10
Fire Department		
513. Credit for Engine Companies	6.00	6
523. Credit for Reserve Pumpers	0.50	0.5
532. Credit for Pumper Capacity	3.00	3
549. Credit for Ladder Service	4.00	4
553. Credit for Reserve Ladder and Service Trucks	0.15	0.5
561. Credit for Deployment Analysis	2.74	10
571. Credit for Company Personnel	9.17	15
581. Credit for Training	7.62	9
730. Credit for Operational Considerations	2.00	2
590. Credit for Fire Department	35.18	50
Water Supply		
616. Credit for Supply System	30.00	30
621. Credit for Hydrants	3.00	3
631. Credit for Inspection and Flow Testing	5.60	7
640. Credit for Water Supply	38.60	40
Divergence	-5.23	--
1050. Community Risk Reduction	4.81	5.50
Total Credit	80.24	105.5

Final Community Classification = 02/10

HYDRANT FLOW DATA SUMMARY

City Pleasant Prairie

County Wisconsin(Kenosha).

WISCONSIN
(48) State

Witnessed by: Insurance Services Office

Date: Nov 4, 2014

TEST NO.	TYPE DIST.*	TEST LOCATION	SERVICE	FLOW - GPM $Q=(29.83(C(d^2)p^{0.5}))$		PRESSURE PSI		FLOW -AT 20 PSI		REMARKS***	MODEL TYPE
				INDIVIDUAL HYDRANTS	TOTAL	STATIC	RESID.	NEEDED ***	AVAIL.		
1.0		116 St & 80 Ave	Pleasant Prairie Water Department, Main Service	0	0	0	0	2000	6400		CNMP
1.1		116 St & 80 Ave	Pleasant Prairie Water Department, Main Service	0	0	0	0	6000	6400		CNMP
1.2		116 St & 80 Ave	Pleasant Prairie Water Department, Main Service	0	0	0	0	5000	6400		CNMP
10.0		120 Ave & Frontage Rd	Pleasant Prairie Water Department, Main Service	0	0	0	0	1750	5800		CNMP
11.0		47 Ave & Springbrook Rd	Pleasant Prairie Water Department, Main Service	0	0	0	0	2500	3800		CNMP
12.0		51 Ave & 80 St	Pleasant Prairie Water Department, Main Service	0	0	0	0	2250	6800		CNMP
13.0		80 Ave & 95 St	Pleasant Prairie Water Department, Main Service	0	0	0	0	2250	6800		CNMP
14.0		Sheridan Rd & 116 St	Pleasant Prairie Water Department, Main Service	0	0	0	0	1750	3000		CNMP
15.0		Wilmot Rd & 94 Ave	Pleasant Prairie Water Department, Main Service	0	0	0	0	2000	5100		CNMP
16.0		Cooper Rd & Main St	Pleasant Prairie Water Department, Main Service	0	0	0	0	500	6500		CNMP
17.0		9024 67 St	Fire Department Supply	0	0	0	0	750	1000		Calculated Tanker Relay
18.0		6604 109 St	Fire Department Supply	0	0	0	0	500	1000		Calculated Tanker Relay
19.0		6401 116 St	Fire Department Supply	0	0	0	0	750	950		Calculated Tanker Relay
2.0		29 Ave & 93 St	Pleasant Prairie Water Department, Main Service	0	0	0	0	2000	4400		CNMP
3.0		72 Ave & 108 St	Pleasant Prairie Water Department, Main Service	0	0	0	0	3500	6300		CNMP
4.0		76 St & 104 Ave	Pleasant Prairie Water Department, Main Service	0	0	0	0	3500	4700		CNMP

THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION.

THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

*Comm = Commercial; Res = Residential.

**Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.

*** (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.

HYDRANT FLOW DATA SUMMARY

City Pleasant Prairie

County Wisconsin(Kenosha), State Wisconsin (48)

Witnessed by: Insurance Services Office

Date: Nov 4, 2014

TEST NO.	TYPE DIST.*	TEST LOCATION	SERVICE	FLOW - GPM		PRESSURE PSI		FLOW -AT 20 PSI		REMARKS***	MODEL TYPE
				INDIVIDUAL HYDRANTS	TOTAL	STATIC	RESID.	NEEDED **	AVAIL.		
4.1		76 St & 104 Ave	Pleasant Prairie Water Department, Main Service	0	0	0	0	5500	4700		CNMP
4.2		76 St & 104 Ave	Pleasant Prairie Water Department, Main Service	0	0	0	0	5000	4700		CNMP
4.3		76 St & 104 Ave	Pleasant Prairie Water Department, Main Service	0	0	0	0	5000	4700		CNMP
4.4		76 St & 104 Ave	Pleasant Prairie Water Department, Main Service	0	0	0	0	4000	4700		CNMP
5.0		88 Ave & 75 St	Pleasant Prairie Water Department, Main Service	0	0	0	0	3500	6300		CNMP
6.0		88 Ave & 113 St	Pleasant Prairie Water Department, Main Service	0	0	0	0	2250	9200		CNMP
7.0		93 St & 43 Ave	Pleasant Prairie Water Department, Main Service	0	0	0	0	2000	8700		CNMP
8.0		88 Ave & 95 St	Pleasant Prairie Water Department, Main Service	0	0	0	0	2500	7800		CNMP
8.1		88 Ave & 95 St	Pleasant Prairie Water Department, Main Service	0	0	0	0	6000	7800		CNMP
9.0		118 Ave & 75 St	Pleasant Prairie Water Department, Main Service	0	0	0	0	1000	3400		CNMP

THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION.

THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

*Comm = Commercial; Res = Residential.

**Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.

*** (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.

**Village of Pleasant Prairie
RESOLUTION #15-09
Resolution Opposing Elimination of Local Government
Property Insurance Fund**

WHEREAS, Governor Walker's 2015-2017 state budget proposal, AB 21/SB 21, eliminates the state's Local Government Property Insurance Fund, which is administered by the state's Office of Commissioner of Insurance; and

WHEREAS, municipalities have been able to obtain affordable property insurance through a state program since 1911; and

WHEREAS, municipalities face greater risks because of the nature of services they provide; and

WHEREAS, the Village of Pleasant Prairie has purchased property insurance through the state program since 2001; and

WHEREAS, a February 2015 report shows that the fund is insuring \$52.2 billion in property values and 974 insureds, including 128 cities and 243 villages; and

WHEREAS, the Village of Pleasant Prairie has assets of \$113.8 million in value insured with the Local Government Property Insurance Fund; and

WHEREAS, municipalities use the fund because it offers excellent coverage at an affordable rate while also providing first-rate claims handling; and

WHEREAS, the Village of Pleasant Prairie has solicited for coverage from private insurers for property coverage in the last 15 years and had not received a better rate than the Local Government Property Insurance Fund provides the taxpayers of the Village; and

WHEREAS, eliminating the fund will increase municipal insurance costs for taxpayers; and

WHEREAS, the Village of Pleasant Prairie's insurance agent estimates a 33% increase in our property insurance cost in today's market place.

NOW THEREFORE BE IT RESOLVED, that the Village of Pleasant Prairie opposes the provision in the 2015-2017 state budget eliminating the Local Government Property Insurance Fund.

Passed and adopted this 16th day of March, 2015.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted: _____

**Village of Pleasant Prairie
RESOLUTION #15-10
Resolution Opposing County Assessment
Proposal in the State Budget Bill**

WHEREAS, Governor Walker recommends in his 2015-2017 state budget proposal shifting from municipal assessment to county assessment of property values for property tax purposes by 2016; and

WHEREAS, moving assessment responsibilities from the town, village, and city level to the county, which has not been engaged in the assessment of property for the past twenty years, will reduce local control and increase costs to the taxpayers; and

WHEREAS, the costs of a county assessment system accomplishing 100% market valuations annually will be \$25 and \$30 per parcel statewide, which is 300% to 400% more than what most communities spend for their current level of assessment service; and

WHEREAS, the Governor's proposal does not provide any funding mechanism to bridge the significant gap between the future cost and the current cost; and

WHEREAS, the Governor's proposal arbitrarily establishes 2015 as the base year for determining what a municipality pays to the county for assessment services, which will leave some communities who happen to be in the midst of a revaluation that year paying substantially more than other communities; and

WHEREAS, the Village of Pleasant Prairie and Towns of Salem, Randall, and Brighton, all members of the Kenosha County Assessment Consortium and already having a higher level of service with the ability to perform biennial revaluations, will be greatly subsidizing the costs for every other municipality of a future Kenosha County Assessor's Office; and

WHEREAS, property owners will lose the convenience of board of review proceedings in their own municipality by having to travel to county sites for board of review; and

WHEREAS, the state's concerns over current assessment practices are better addressed outside of the state budget process.

NOW THEREFORE BE IT RESOLVED, that the Village of Pleasant Prairie opposes the provision in the 2015-2017 state budget bill shifting from municipal to county assessment and urges the Wisconsin State Legislature to remove the provision from the state budget;

BE IT FURTHER RESOLVED that the State of Wisconsin, local governments, assessors, and other stakeholders should study how the current assessment system can be improved and jointly recommend a set of changes, if any are found necessary, to improve municipal assessment practices without necessarily eliminating the current system.

Passed and adopted this 16th day of March, 2015.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted: _____

**ORDINANCE NO. 15-11
ORDINANCE TO AMEND CHAPTER 75
OF THE MUNICIPAL CODE OF THE
VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
RELATING TO OFFICERS AND EMPLOYEES**

BE IT ORDAINED AND ESTABLISHED by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 75 of the Municipal Code be amended as follows:

§75-1. Elected officials.

D. Compensation. Pursuant to the provisions of § 61.32, Wis. Stats., the salaries of the President, Trustees and Municipal Judge are hereby fixed at the annual rates hereinafter indicated and shall not be increased or decreased during the term for which such officers are elected:

(3) Municipal Judge: \$420 per court session attended **plus an additional payment for two sessions per year when not able to attend (vacation pay).**

Passed and adopted this 16th day of March, 2015.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

ATTEST:

Jane M. Romanowski, Clerk

Posted:_____

**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS
Period Ending: March 10, 2015**

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. Eric J. Duncan | thru June 30, 2016 |
| 2. Amanda E. Karau | thru June 30, 2016 |
| 3. Kelly J. Massimo | thru June 30, 2016 |
| 4. Jamie C. Porter | thru June 30, 2016 |

Jane M. Romanowski
Village Clerk



Office of the Village Clerk
Jane M. Romanowski

MEMORANDUM

Date: March 9, 2015
To: Village Board of Trustees
From: Jane M. Romanowski, Village Clerk
Re: Olive Garden Liquor License Agent Change

GMRI, Inc., d/b/a the Olive Garden has submitted a request to change the agent who holds the Class "B" Combination Liquor for the restaurant located at 10110 77th Street. The corporation has requested that Jennifer Talley be appointed as the successor agent. The corporation and the agent have met all requirements in submitting this request, and Chief Smetana has completed and approved the police check with respect to Ms. Talley.

I recommend approval of Jennifer Talley as successor agent for the Olive Garden liquor license.

* * * * *



Office of the Village Clerk
Jane M. Romanowski

MEMORANDUM

Date: March 9, 2015
To: Village Board of Trustees
From: Jane M. Romanowski, Village Clerk
Re: Cheddar's Casual Cafe Liquor License Agent Change

Cheddar's Casual Café, Inc., d/b/a Cheddar's has submitted a request to change the agent who holds the Class "B" Combination Liquor for the restaurant located at 10366 77th Street. The corporation has requested that Travis Preston be appointed as the successor agent. The corporation and the agent have met all requirements in submitting this request, and Chief Smetana has completed and approved the police check with respect to Mr. Preston.

I recommend approval of Travis Preston as successor agent for the Cheddar's liquor license.

* * * * *