## AGENDA

VILLAGE OF PLEASANT PRAIRIE PLEASANT PRAIRIE VILLAGE BOARD PLEASANT PRAIRIE WATER UTILITY PLEASANT PRAIRIE SEWER UTILITY<br>Village Hall Auditorium<br>9915 - 39th Avenue<br>Pleasant Prairie, WI<br>August 15, 2016<br>6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. A. Presentation of recognition to Dr. Ben Feinzimer and P.A. Ben Kessel for their dedication and valued assistance in preparing the members of the Village of Pleasant Prairie Police and Fire \& Rescue Departments relating to Emergency Planning and Rescue Task Force Training.
B. Commendations for Fire and Rescue Department Personnel.
5. Minutes of Meeting - July 18, 2016
6. Public Hearing
A. Consider the construction of the $47^{\text {th }}$ Avenue Drainage Improvements in the vicinity of $116^{\text {th }}$ Street and Final Resolution \#16-31 approving said project.
7. 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.)
8. Administrator's Report
9. New Business
A. Consider Park Commission recommendation and adopt Resolution \# 1630 in Appreciation and Recognition (Posthumous)to Richard Oscarson.
B. Consider Resolution \#16-32 to obtain a cost share grant for the purpose of funding Emerald Ash Borer mitigation projects.
C. Consider Resolution \#16-33 approving and adopting the Automatic Fire/Rescue Mutual Aid Intergovernmental Agreement.

Village Board Meeting
August 15, 2016
D. Consider an Agreement for Professional Engineering Construction Management Services related to the $88{ }^{\text {th }}$ Avenue Water Main Extension project.
E. Consider a Professional Service Agreement to conduct a traffic a signal warrant analysis located at the intersection of STH 165 and $80^{\text {th }}$ Avenue.
F. Consider a Professional Service Agreement for a traffic signal design located at STH 165 and the I-94 Southbound Off-ramp.
G. Consider disallowing a claim filed by Peter Rush relating to a damaged vehicle.
H. Consider 2016 Halloween Trick or Treat Date and Time.
10. Adjournment

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

Date: August 10, 2016
Re: Commendations for Fire \& Rescue Crew August $15^{\text {th }}$ Village Board Meeting

United Hospital Systems would like to present Commendations to the five Fire \& Rescue personnel who successfully resuscitated a 67 year old patient. The crew was dispatched to the report of a male that was having seizures. Upon arrival they found a patient that was in cardiac arrest. The crew quickly initiated both Basic and Advanced Life Support treatments to successfully resuscitate the patient at the scene. Aggressive treatment was continued by the Fire \& Rescue crew and then transferred to Aurora Medical Center staff who continued the lifesaving efforts. The patient was successfully resuscitated and was discharged at a later date from the facility.

## 5641 - Med Crew

## Firemedic Alan Cloherty

## Firemedic Dean Holloway

## Firemedic Michael Passafaro

## 5611 Engine Crew

## Lt. Kevin Mattison

## Firemedic Adam Craig

The importance of training, equipment and teamwork is amplified in a situation such as this. Excellent patient care by both pre-hospital and hospital staff led to the best possible outcome.


VILLAGE OF PLEASANT PRAIRIE PLEASANT PRAIRIE VILLAGE BOARD PLEASANT PRAIRIE WATER UTILITY PLEASANT PRAIRIE SEWER UTILITY<br>9915-39th Avenue<br>Pleasant Prairie, WI<br>July 18, 2016<br>6:00 p.m.

A regular meeting of the Pleasant Prairie Village Board was held on Monday, July 18, 2016. Meeting called to order at 6:00 p.m. Present were Village Board members Mike Serpe, President Pro Tem; Kris Keckler and Steve Kumorkiewicz. John Steinbrink and Dave Klimisch were excused. 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; Brian Smith, Recreation Director; Dan Honore, IT Director and Vesna Savic, Deputy Village Clerk. Eighteen citizens attended the meeting.

## 1. CALL TO ORDER

## 2. PLEDGE OF ALLEGIANCE

## 3. ROLL CALL

Michael Serpe:
Before we start tonight's agenda, I'd just like to make a brief statement. In the last week the police officers of this country have apparently come under attack. For what reason we can only speculate and guess but it's not good. And having five murdered in the last week is just unacceptable. And with that I'd like to ask for a moment of silence for the five fallen officers. Thank you. I think it was more than five.

## 4. VFW POST 7308 PRESENTATION OF LOCAL AND NATIONAL PUBLIC SERVANT AWARDS TO A VILLAGE EMERGENCY MEDICAL TECHNICIAN, FIREFIGHTER AND LAW ENFORCEMENT OFFICER.

Michael Serpe:
Who is going to make that presentation?
Randy Strickland:
Good evening. I am Randy Strickland. I am the District One Commander of the Veterans of Foreign Wars Southeastern Wisconsin. I have with me State Commander Michael Eggleston and our new Post Commander from 7308 George Stoeber. And tonight we come here as we've done in the past proudly comes here to recognize our law enforcement, our firefighters and our EMS personnel.

We work with the Fire Chief and the Police Chief to get these recommendations of their personnel, and then we fill out an application, send it off to state who then sends it off to national to receive this recognition. These types of things are done across the state; different VFW posts are doing this. I believe this year, again, we're the only ones that received national recognition for Pleasant Prairie. So Pleasant Prairie Post 7308 is also proud to be your all American post one more time this year. So the fourth year in a row we've been selected as all American. So it's something that we're proud of and we hope that you're proud of.

So I'd like to present a Certificate of Appreciation awarded to Lieutenant Paul D. Marik in grateful recognition of unyielding adherence to the highest ideals of law enforcement in maintaining, preserving and protecting the lawful rights of all citizens. This is from VFW Post 7308.

Michael Serpe:
You can tell Paul's moving up in the ranks, the gray hair is starting to show.
Randy Strickland:
Okay, we'd like to present the VFW National Law Enforcement Award awarded to Lieutenant of Police Paul D. Marik in recognition and sincere appreciation of his dedication and selfless service to the Village of Pleasant Prairie. During Paul Marik's outstanding career he has maintained a record of highly professional and exemplary service to the community and the nation. His extraordinary commitment clearly illustrates the proud core values and traditions of the law enforcement profession further highlighted by the degree of admiration and respect of both his peers and the local public he serves. Lieutenant of Police Paul D. Marik is truly an exceptional example of all who wear the badge, and this honor reflects the proud ideals and high standards of the Veterans of Foreign Wars of the United States.

Michael Serpe:
Congratulations, Paul.
Randy Strickland:
Okay, we would like to offer a Certificate of Commendation awarded to Nathan P. Konkol, I hope I didn't mess that up, in special recognition of exemplary service to humanity by administering emergency medical assistance from 7308.

VFW National Emergency Medical Technician Awarded to Fire Medic Nathan P. Konkol in recognition and utmost appreciation of his dedication and selfless service to the Village of Pleasant Prairie. During Nathan Konkol's outstanding career he has demonstrated a record of extraordinary and courageous service to the community and the nation. His exceptional devotion is illustrative of the esteemed core values and traditions of the profession of emergency responders further evidenced by the high degree of admiration and respect from both is peers and the local public he serves. Firemedic Nathan P. Konkol is truly a premier example of all the EMTs, and this honor reflects the proudest ideals and values of the Veterans of Foreign Wars of the United States.

Certificate of Appreciation awarded to Lieutenant Thomas Clark in special recognition and highest praise for alertness, personal courage and ever efficient guardianship of life and property from Post 7308. The Chief is accepting on his behalf. The VFW National Firefighter Award is awarded to Lieutenant Thomas J. Clark in recognition and utmost appreciation of his dedication and selfless service to the Village of Pleasant Prairie. During Thomas Clark's outstanding career he has displayed an exceptional record of exemplary and courageous service to the community and the nation. His extraordinary commitment is in keeping with the esteemed core values and traditions of the firefighter profession further manifested by the high degree of admiration and respect of both is peers and the local public he services. Lieutenant Thomas J. Clark is truly a role model to all firefighters, and this honor reflects the proudest ideals of the Veterans of Foreign Wars of the United States.

We'd like to thank everyone for letting us come here and do this tonight. It makes us proud to be a part of this community. Thank you.

Michael Serpe:
Thank you, Randy.

## 5. MINUTES OF MEETINGS - JUNE 6 AND JUNE 20, 2016.

Kris Keckler:
Move approval of the June 6th minutes.
Steve Kumorkiewicz:
Second.
Michael Serpe:
Motion by Kris, second by Steve for the approval of the minutes. All those in favor say aye.

# KECKLER MOVED TO APPROVE THE MINUTES OF THE JUNE ${ }^{\text {TH }}$ VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0. 

Kris Keckler:
Move approval of the June 20th minutes.
Steve Kumorkiewicz:
Second.
Steve Kumorkiewicz:
What was that?

For the June 20th minutes.

## Michael Serpe:

I thought we did them both. I'm sorry.
Steve Kumorkiewicz:
Second.
Michael Serpe:
Okay, motion made and seconded for June 20th. All those in favor say aye.

## KECKLER MOVED TO APPROVE THE MINUTES OF THE JUNE $20^{\text {TH }}$ VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

6. CITIZEN COMMENTS (PLEASE BE ADVISED PER STATE STATUTE SECTION 19.84(2), INFORMATION WILL BE RECEIVED FROM THE PUBLIC AND THERE MAY BE LIMITED DISCUSSION ON THE INFORMATION RECEIVED. HOWEVER, NO ACTION WILL BE TAKEN UNDER PUBLIC COMMENTS.)

Michael Serpe:
Vesna, is there a signup?
Vesna Savic:

No.

Michael Serpe:
Is there anybody wishing to speak on citizens' comments? Anybody wishing to speak? Hearing none we'll close that.

## 7. ADMINISTRATOR'S REPORT

Mike Pollocoff:
Mr. President one of the burning issues that we're going to be facing this next couple weeks is when do we set trick or treat hours. The question is this year if we follow our existing practice would be Sunday October 30th from three to six on that Sunday afternoon. The Village and as a town we've always done it on Sunday afternoons because it's still light, there's no sidewalks, things like that. The City is doing it the next day at four until seven Monday night. We've had
concerns from residents who felt like kids from the City come to the Village, clean up, and then go back to the City the next day.

So what we've done is we put a question out to Open Village Hall and requesting people to go on there and cast their vote for it to be the time in the Village, the City or buy a bag of candy for the kids and call it a day. So we'll get some feedback, and then we'll look at setting the date here at our second meeting in August.

Michael Serpe:
People forget why we set the hours on Sunday from three to six. Years ago during trick or treat nights it wasn't a fun night to be a cop. It wasn't a fun night for parents. And inclement weather was more concerning than anything. It's for the safety of the kids, and that's got to be taken into consideration. And I don't know what we're going to be doing on this and how the vote's going to come out. But I certainly don't feel like changing from daylight hours on a Sunday from three to six. I don't want to speak for the rest of the Board but that's just my opinion.

## 8. NEW BUSINESS

## A. Receive the Kenosha Area Convention and Visitors Bureau 2015 Annual Report.

Dennis DuChene:
Good evening everybody. Thank you for having me here. 2015 was a record year for the Convention and Visitors Bureau. Visitor spending topped out at $\$ 196.6$ million which was an 8.1 percent increase over the previous year. If you look back to 2010 through 2015 we've had an average growth of 6.4 percent. And if you have any other questions on the report I'd be happy to answer that. But I wanted to keep my comments brief and just highlight on a couple of things.

Probably the biggest accomplishment both personally and professionally for me in 2015 was the hosting of the Upper Great Lakes Regional Championships and the IcePlex or Pleasant Prairie RecPlex or IcePlex. That was an event that was 11 years in the making, and we were quite proud to have it. And the folks from U.S. Figure Skating were extremely happy with not only the facility but the group of volunteers we had from the Cutting Edge Figure Skating Club as well as the Southport Figure Skating Club.

And then just to touch on some current events, the Aqua Arena will be hosting the Silver State Championship for Wisconsin this coming weekend. The weekend after that they'll be hosting the Illinois Age Group Championships. And then the weekend after that we'll be hosting the 13 and over Wisconsin State Championships. All in all there's 30 plus events in the Aqua Arena. It gives not only athletes in Wisconsin but more importantly locally an opportunity to showcase their skills. And as a result of your commitment to developing that facility we have a number of athletes that are swimming in college now, more that will continue to come. And I'm confident with the team that you have out there now that's only going to continue to grow and give kids an opportunity to reach their dream in terms of swimming as well as getting an education and being able to go on with the rest of their life. So with that if you have any questions for concerns.

Michael Serpe:
Just a comment. Dennis, the City and Pleasant Prairie offer a large number of activities throughout the summer. I'm just curious when something is held at the RecPlex, whether it's an ice meet or swim meet or state volleyball or whatever it is, it attracts people from the Midwest really.

Dennis DuChene:
Actually some of them are national as well.
Michael Serpe:
Okay, right. And the City of Kenosha does a fine job on the lake. They have activities all year long. Mostly that's the people in the immediate area attending those things or am I wrong on that?

## Dennis DuChene:

Most of the lakefront events have a regional draw. It's kind of one of the reasons we partner with them to develop them. One of the reasons that it's a little more successful in the City is there's just more service clubs. So, for example, the Taste of Wisconsin event is run by the Western Kiwanis as an example. So it is something that we have in our mind at the bureau to try and get some more non sporting-related events in the Village. Kind of the challenge there is finding a volunteer group to do it.

Michael Serpe:
I guess what I'm saying is there's a lot of dollars generated from activities at the RecPlex, the hotels, the shopping. I mean we don't have a breakdown on that do we?

## Dennis DuChene:

Room tax-wise you can kind of look at it in terms of what's contributed. And it's fairly equal. I mean since I've been at the bureau Pleasant Prairie has been ahead in the room tax collections. Recently I think the City's pretty close with the addition of the Hampton Inn.

Michael Serpe:
I guess what I'm pushing for is a little more recognition for Pleasant Prairie.
Dennis DuChene:
I totally agree with you there. But in terms of the USA Swimming Community they certainly know Pleasant Prairie, Wisconsin. And I say USA Swimming because it's the entire country, not just Wisconsin. In some regard USA Swimming respects the RecPlex more than Wisconsin Swimming. And I think the same thing holds true now with U.S. Figure Skating. Now that we've brought folks in from the Midwest for a regional championship, and we had some of the
officers from U.S. Figure Skating here they recognize the investment you made in the community and they see the effort. So while day-to-day you may not get the recognition that the Village deserves, I think within these niche markets you are certainly well recognized and respected.

## Michael Serpe:

Appreciate that. Thanks, Dennis.

## Kris Keckler:

I just had a question. I relation to the delicate balance between enticing other entities to come and take advantage of whether it's a Pleasant Prairie or Kenosha Activity, and marrying that with the infrastructure and the hotel structure to service those, has it been pretty consistent? Are we getting any feedback related to issues with just trying to attend to the masses, be it food and beverage consumption or hotel stays? I know we have the Hampton, and it's nice to see that the Lakefront Best Western is finally back up and running and back to being open again. But I don't just want to just inherently assume that the needs are applicable throughout the year. I know that sometimes it's seasonal based on the activities or events and room allocation. But has there been any struggle points?

## Dennis DuChene:

I think the biggest thing we've learned over the years, and we basically learned this through the Danskin Triathlon, is there's a certain size event that fits in our community. And we kind of know that now and we've learned those lessons. Years ago we wanted to have the biggest and the best and the greatest event, and we still want to do that but within the confines of our community. We have to be respectful of the neighborhoods and how long roads are closed, how often you're using a facility, trying to adjust the hours of the facility like for the pool, for example. You know if we don't start warmups until eight o'clock members can still swim six to eight on weekends. I mean just being respectful. In terms of a need I think hotel room-wise depending on what we have in town it can be challenging. But there's properties within 20 minutes. So on those occasions where we are oversold in the Kenosha area we're fine.

## Kris Keckler:

That's good. It was a very nice report. It's nice to see a lot of the events and occasions are annual or repetitive and not just singular in nature. But it's nice to see some of those as well.

Dennis DuChene:
And that's the focus is creating sustainable events. Whether it's a sporting event or a festival it's like we want to start something and keep it going. And most of the events we're involved in, again, it's tied to a local nonprofit. So more often than not it's the fundraising mechanism for that group, and those dollars are just reinvested in the community.

## Kris Keckler:

Thank you.

Michael Serpe:
Thanks, Dennis. Thank you very much.
B. Receive Plan Commission recommendation and consider Ordinance \#16-26 for a Zoning Text Amendment for the property located 9511 81st Street to amend the Planned Unit Development (PUD).

Jean Werbie-Harris:
Trustee Serpe and members of the Board, this is zoning text amendment request Ordinance \#1626, and this is at the request of Lexington Homes or Skyline Towers, LLC for the property at 9511 81st Street. On June 6th the Board had approved the Skyline Towers apartment planned unit development Ordinance 16-14 for the proposed development. But upon submittal of the revised plans that were more clearly dimensioned it appeared that the decks adjacent to both 94th Avenue and 97 th Court were less than the required 35 foot setback from the property lines. While we did review the initial plans, the dimension plans brought in that setback at about 30 feet.

So the staff is recommending and the Plan Commission has approved that there be a setback of 30 feet for the decks to the property lines adjacent to both 94th Avenue and 97th Court. And there was a public hearing before the Plan Commission, and they recommended approval. The building and foundations still will meet the required setback at 35 foot per the original PUD.

Michael Serpe:
Gentlemen?
Steve Kumorkiewicz:
I make a motion to adopt the zoning text amendment Ordinance 16-26.
Kris Keckler:
Second.
Michael Serpe:
Motion by Steve, second by Kris for approval of 16-26. All those in favor say aye.
KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE \#16-26 FOR A ZONING TEXT AMENDMENT FOR THE PROPERTY LOCATED 9511 81ST STREET TO AMEND THE PLANNED UNIT DEVELOPMENT (PUD); SECONDED BY KECKLER; MOTION CARRIED 30.

## C. Consider Resolution \#16-28 - Preliminary Resolution Declaring Intent to Exercise Special Assessment Police Powers in connection with the construction of 47th Avenue Drainage Improvements in the vicinity of 116th Street.

Matt Fineour:
Trustee Serpe and members of the Board, if you recall back in late spring there was a request for the Village to look into the drainage problem that's just south of 116th Street on 47th Avenue there. Over the past month, month and a half the engineering department has been looking into this issue and has come up with a design to resolve it. This preliminary resolution is to get the assessment process started.

The map in front of you kind of highlights the area in red which is the flooding area that currently floods there. If you go to maybe the next slide, back in I think it was the early ' 90 s the properties that are just south of 116th Street on 47th Avenue were developed. The drainage in the entire area back in the historic drainage used to go through where those properties are at. When those properties were developed it actually blocked that drainage. Go to the next slide. That blocked drainage, and this slide it's shown in the blue cross-hatched area. Water gets trapped there until it gets to a level that it actually overflows into the ditch line and then heads farther north.

One more slide. This is kind of the overview of the project that we are proposing on initiating. The storm sewer would go from just north of 116th Street; it would discharge into a drainage ditch there and then extend south. And we'd actually provide an inlet for that low spot to drain out. In order to accomplish this project we have to have an agreement with a couple property owners. The Sorenson property which is just on the north side, where we are recreating that ditch is on the Sorenson property. We've talked to Jay Sorenson himself whether that would be okay with him.

We also are extending the ditching a little bit onto the Milholland's property in order to get that whole area to drain. So it takes those two property owners along with the [inaudible] property which is where it actually floods currently. So that's the overview of the project. The storm sewer is 24 inches in size there to drain the lower area. And it would also be utilized in the future for future development in that area. Again, this is the preliminary resolution in order to get the assessment process going. We'll come back to the Board in probably mid-August with a final assessment for the project.

Michael Serpe:
Approving this resolution will only set the public hearing. What's your pleasure?
Kris Keckler:
Move approval of 16-28.

Steve Kumorkiewicz:
Second.

Motion made and seconded for 16-18 approval. All those in favor say aye.
KECKLER MOVED TO ADOPT RESOLUTION \#16-28 - PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE CONSTRUCTION OF 47TH AVENUE DRAINAGE IMPROVEMENTS IN THE VICINITY OF 116TH STREET; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

## D. Consider Resolution\#16-29 - terminating the Intergovernmental Agreement that created the Lake and McHenry Counties Fire Departments Specialized Response Teams (SRT).

## Chief McElmury:

Trustee Serpe and members of the Board, back in 2003 the Fire and Rescue Department joined the Lake County Specialized Response Teams in order to beef up our own ability to respond to these specialized types of emergencies. That organization expanded back in 2005 and ' 06 and actually included McHenry County, Illinois also. And through time one of the things that the MABAS Illinois Organization does is it provides grants. Through grants it provides training, equipment and everything to the different divisions and their teams. But unfortunately because the two divisions were together they really only got one team share even though it was two of the actually largest and busiest MABAS divisions in the State of Illinois. So it was determined that a change in the intergovernmental agreement and the governance model was needed so that we could realize what truly should be coming to the team.

So in 2005 the idea of basically getting rid of the intergovernmental agreement for the Lake and McHenry specialized response team and simply following the MABAS model of the Division 4 and 5 team was born and actually took effect January 1 of this year. And the attorney for MABAS Illinois just recommends that each of the governments involved in this agreement recognizes that basically the intergovernment agreement now is done and we're part of Division 4in addition to being a MABAS division in Wisconsin. So we get all of our response then through the MABAS division now. If there's any questions I can answer them.

Michael Serpe:
So we have the new one in place, and this one just is now eliminated?

## Chief McElmury:

Yup, exactly. Really no significant changes, still a joint committee that runs both teams. We train together, everything else is the same.

Steve Kumorkiewicz:
[Inaudible] Illinois get money from the state and we don't basically.

## Chief McElmury:

Well, this is in Illinois, though.
Steve Kumorkiewicz:
They get the money over there, we don't.
Chief McElmury:
You're right. In Wisconsin the grants are pretty well dried up for the fire and rescue departments, yes.

Michael Serpe:
Wisconsin might be dried up, Illinois is upside down.
Kris Keckler:

Move approval as recommended.
Steve Kumorkiewicz:

Second.
Michael Serpe:
Motion made and seconded for adoption of 16-29. All those in favor say aye.
KECKLER MOVED TO ADOPT RESOLUTION\#16-29 - TERMINATING THE
INTERGOVERNMENTAL AGREEMENT THAT CREATED THE LAKE AND MCHENRY COUNTIES FIRE DEPARTMENTS SPECIALIZED RESPONSE TEAMS (SRT); SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

## E. Consider an Amendment to the Design Service Agreement with RA Smith National, Inc., for the Chateau Subdivision Storm Water Improvements.

Matt Fineour:

Trustee Serpe, members of the Board, this is an amendment to the design service contract with RA Smith regarding Chateau Eau Plaines subdivision stormwater improvements. The original contract was approved last September in 2015. Since then they did a wetland delineation for the entire project area last September. Wetland delineation is required on this size project to determine if there's any wetlands near the project area.
RA Smith delineated the wetlands last September with a DNR assured delineator which means that that's a person that can delineate wetlands on behalf of the Village for the DNR, and they do not need to have it checked by the DNR. So it's an assured delineation program that allows somebody to do a wetland delineation and submit it to the DNR, and in theory you're supposed to
be able to then have an approved wetland delineation without the DNR coming back out and looking at the site.

Over the winter we did a preliminary design of the Chateau Eau Plaines storm sewer system, and this spring we had a meeting with the DNR and Army Corps to go over our tentative plans in the project area and our thoughts for stormwater improvements in the area. That meeting occurred on June 7th of this summer. As part of that meeting we went out onsite and looked at the project area with the Army Corps and DNR. And at that time they brought up some concerns that not all the ditches in that area were delineated with wetlands, they thought there was more wetlands on the site than what was delineated.

If you go to the next slide. At the time in June the area was still wet from the spring rains a little bit. Ditches were a little bit soggy. Sump pump lines were discharged. The pictures here are typical ditch lines that they were looking at, and they were thinking that these were still wetlands within the ditches. These two pictures here, there are two pictures of what you see there on the top and on my left there. They're ditches that were delineated as wetlands originally. The remaining pictures that were on the slides are ditch lines that were not delineated as wetlands by the assured delineator. But Army Corps and DNR questioned those ditch lines.

If you look at the top picture there, the one with the retaining wall, that is where actually the Army Corps and DNR stopped that, and they all looked at that ditch line. And that ditch there had standing water in it. And although you can't see it in that picture there's a sump line that discharges right through the retaining wall that's keeping that ditch wet. In asking what their requirements were if they were not going to accept that original wetland delineation, they requested that the Village re-delineate the entire project area another time to see if more wetlands are there than originally.

When pressed and asked a little bit further, they thought that last September was a drier month, and that when they were out there in June it was wetter and had more wetland characteristics. I asked RA Smith then to give us an amendment what it would take for them to redelineate this project area, and that's what's before the Board this evening. The original wetland delineation, again, was done by an assured delineator. From staff's point of view that original wetland delineation was fair. I don't think there was really any missed wetlands at least at the time. And I don't know if I would question the results of that original wetland delineation.

This has impacts in the sense that if there are more wetlands out on the area then it may reclassify what permits are needed to the project. And also if you can get into a category of whether wetlands impacts need mitigation or mitigation costs as part of the project. This has substantial impacts in the sense that mitigation costs typically right now run about $\$ 60,000$ an acre in mitigation costs if you have to mitigate for wetland impact. This is a roadside ditch line which potentially has exemptions through the DNR which means that DNR may exempt some wetlands within road ditches. The Army Corps does not have such an exemption. So they fell like a wetland within anywhere whether it's a ditch or anything is a wetland, period.

So this agreement here is for a second delineation. That delineation would occur in August here in the next couple weeks if approved. And then we would come up with another delineation that would hopefully then satisfy the DNR and Army Corps that there either is no more wetlands or if more wetlands are picked up and they're satisfied with that either way. This is a difficult process
from a design standpoint from the sense that the engineer in me looks at these roadside ditches and they're part of the overall subdivision drainage system.
So the roadway out there is a rural profile roadway which means that the storm sewer conveyance system for the subdivision is roadside ditches. If the subdivision were a curb and gutter subdivision you would not have roadside ditches, and you wouldn't have wetlands in your storm sewer system. These ditches are meant to convey roadway drainage. They're meant to convey drainage that comes out of the sump pumps. They're meant to convey drainage from the front yards or yards of the subdivision. And the idea that those are wetlands and they need permitting and mitigation process and that type of thing is a difficult thing to overcome in a design perspective when it was clearly designed and everything to be a storm water conveyance system. But there are permits that are required for wetland impacts. And, again, this amendment is solely to redelineate and come up with another delineation that would hopefully satisfy everybody as far as the wetland areas out in the subdivision.

## Michael Serpe:

Let me ask you this, Matt. Was there any scientific work done by the DNR or the Army Corps for them to make a decision for us to do this again.

## Matt Fineour:

No, there was not. Their response to us was based on their field visit that it was wetter, and from aerial photographs that they provided they thought that that area might have periods of wetness that would support a wetland within the road ditches. So other than that they did not do any soil sampling, any other kind of detailed investigation as to whether that original report was accurate.

Michael Serpe:
So we delay a year and spend more money.

## Matt Fineour:

Yeah. And wetland delineation whether it's this project or other projects can easily delay a project. I'll give you an example with this project in itself is that the wetlands were delineated last September, they cannot go out and -- the Army Corps or the DNR can't go out and check the wetlands outside the growing season. So it was delineated last September which cut kind of close to the end of the growing season. By the time the report was done and everything we're talking October. Essentially from the end of that growing season their review stops until the next growing season. So if there's an issue out there you have to wait until next May or June for somebody to come out there and look at it.

In this case we go out there in June, there's a question in it, it takes a month to get clarified as to what it is that they want us to do, how do they want us to go proceed as far as delineating the wetlands out there. You have a contract, where today you get a written one, redelineation in August, you get a report back in September, you supply it back to the Army Corps and DNR end of September, beginning of October. Well, guess what, if they have a question on it you're delayed until next spring because the wetland growing season is over. And you submit something to the Army Corps it takes them -- I mean they'll tell you it takes them 65 to 85 days to get a
response. Well, that's an entire almost half the growing season right there. So it is a time consuming process to get permits for wetlands. And when dealing with this it can delay a project very easily.

Mike Pollocoff:
If you think back the reason that we're doing this project is because we have heavy rains which resulted in a million and a half dollars property damage for water that was flooding out damaging property to Chateau Eau Plaines subdivision. It's an older subdivision, and it was really built when we were a town when development review was performed by Kenosha County for public improvements in there. And that's what began us on this trail trying to find a way to mitigate those damages. And to get some people out of the floodplain area, the best improvement we could provide for people there at the lowest possible cost. But we have spent thousands of dollars on engineering studies, and we really have not been able to come to the conclusion where the Army Corps would really still take the [inaudible]. This is not nuisance water. This is not standing water realistic look at flooding verses wetlands. This is damaging property. And they have been -- the Army Corps especially and even the DNR to an extent they've been an obstacle with what I really believe is a public health problem. That's why we've been spending so much money and effort on getting this done. And they don't think anything about holding it up. Not a priority.

## Michael Serpe:

That's because they're not footing the bill. Okay. Go ahead, gentlemen, any comments or questions?

## Steve Kumorkiewicz:

That's an issue been going on for a long time. So I don't know when [inaudible].
Michael Serpe:
Can't back out now. What's your pleasure.
Mike Pollocoff:
I'd recommend the contract be authorized because [inaudible].
Steve Kumorkiewicz:
Move to adopt.
Kris Keckler:
Second.

Motion and a second to authorize a contract through RA Smith, is that right?
Mike Pollocoff:
Yes.
KUMORKIEWICZ MOVED TO APPROVE AN AMENDMENT TO THE DESIGN SERVICE AGREEMENT WITH RA SMITH NATIONAL, INC., FOR THE CHATEAU SUBDIVISION STORM WATER IMPROVEMENTS; SECONDED BY KECKLER; MOTION CARRIED 3-0.

## F. Consider an Award of Construction Contract for 88th Avenue Water Main Extension.

Matt Fineour:
Mr. Serpe and members of the Board, this is an award of contract for the Highway H watermain extension project. This water main is an extension from the existing water main located on 116th Street south to 122nd Street within the Village of Pleasant Prairie. In accordance with the published official notice to bidders sealed bids for the project were received until 2 p.m. on July 7, 2016 at the Village Hall. The bids were opened and publically read aloud.

There was a total of eight bids for the project. The low base bid was from Globe Contractors of Pewaukee, Wisconsin in the amount of $\$ 411,790$. The high base bid was submitted by Super Excavators of Menomonee Falls in the amount of $\$ 592,873$. Bids were reviewed and Globe contractors was found to be the lowest overall responsive and responsible bidder. It's recommended that the Village Board award the contract to Globe in the amount of $\$ 411,790$. If there's any questions I'd be happy to answer them.

Steve Kumorkiewicz:
That's the water main going south to 122 nd. Is it going to go east in the [inaudible] subdivision over there or not?

Mike Pollocoff:
There will be a stub there. So at some point in the future when that's requested, but right now it's just a --

Steve Kumorkiewicz:
Just right here. Thank you.
Kris Keckler:
Motion to approve as noted.

Steve Kumorkiewicz:
Second.
Michael Serpe:
Motion made and seconded for approval of the 88th Avenue water project to Globe Contractors for $\$ 411,790$. All those in favor say aye.

## KECKLER MOVED TO APPROVE AN AWARD OF CONSTRUCTION CONTRACT FOR 88TH AVENUE WATER MAIN EXTENSION; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

G. Consider an Award of Contract for the 39th Avenue Retention Basin Utilization Plan.

John Steinbrink, Jr.:
Mr. President Pro Tem and members of the Board, on May 3, 2016, the Village Park Commission met to discuss an approve the design and timetable for Village Green Center parks to develop an RFP. This project was renamed the 39th Avenue retention basin utilization plan as two main retention basins will be in these parcels. On May 24, 2016, an RFP was distributed to six design firms that the Village has used in the past. On Thursday, June 9th, a couple weeks later, sealed bids for the above-referenced project were received.

We did receive two bids, one from Ayres and Associates for just over \$78,000, another one from Smith Group JJR for just over $\$ 140,000$-- actually exactly $\$ 144,000$. The evaluation committee comprised of Tom Shircel, the Assistant Village Administrator, Matt Fineour, Village Engineer, Brian Smith, Director of Recreation and myself met to evaluate these two bids that were received.

Just a little bit of history, Smith Group JJR actually did all the conceptual work that you see up on the screen in front of you here. And so they are very familiar with the project. Ayres and Associate's Blake Theisen had done a lot of work for the Village, actually developed our Master Park and Open Space Plan, so we do have a history working with Ayres and Associates. We did meet with Mr. Theisen and the evaluation committee, and we really asked them all the different components of the RFP just to make sure that he had a thorough understanding of what we were asking for. And at the end of that meeting we were very confident that he did have a good understanding of the meeting.

The first thing that we talked about is the spread is almost 100 percent different, and it really just came down to that we believe just in the bid that JJR may have just been busy and just submitted a high price. But we are very confident that Ayres and Associates can complete the project as the Village had request for $\$ 78,078$. We did bring this to the Park Commission on July 5, 2016, and they did approve a recommendation to the Village Board of Trustees for an award of contract for this project. And the Village staff concurred with the recommendation that a contract be awarded to Ayres and Associates for design services. I can answer any questions you may have.

Michael Serpe:
Do you recall what the budget amount for this was, John?
Mike Pollocoff:
Approximately \$500,000.
Michael Serpe:
$\$ 500,000$, and it comes in at --
Mike Pollocoff:
Yeah, we're way under.
Steve Kumorkiewicz:
Make a motion to issue the contract to Ayres for $\$ 78,078$.
Steve Kumorkiewicz:
Second.
Michael Serpe:
Motion made and seconded to award the contract to Ayres Associates for $\$ 78,078$. All those in favor say aye.

KUMORKIEWICZ MOVED TO APPROVE AN AWARD OF CONTRACT FOR THE 39TH AVENUE RETENTION BASIN UTILIZATION PLAN; SECONDED BY KECKLER; MOTION CARRIED 3-0.
H. Consider reappointments to the Community Development Authority and the Kenosha Area Chamber of Commerce Board of Directors.

Mike Pollocoff:
Mr. President Pro Tem, it's time to reappoint members to the Authority. The Authority's appoints are defined by statute. So in the case of this year it will be the one year appointments of John Steinbrink as the Village President and Mike Serpe as the President Pro Tem for the CDA. And for the Chamber of Commerce Board of Directors Chris Christenson for a two year term to August 31, 2018.

Steve Kumorkiewicz:
Make a motion to accept the recommendations for the appointments.

Kris Keckler:
Second.
Michael Serpe:
Motion made and seconded for approval of John Steinbrink and Mike Serpe for Community Development and Chris Christenson for Chamber of Commerce. All those in favor say aye.

KUMORKIEWICZ MOVED TO APPROVE REAPPOINTMENTS TO THE COMMUNITY DEVELOPMENT AUTHORITY AND THE KENOSHA AREA CHAMBER OF COMMERCE BOARD OF DIRECTORS; SECONDED BY KECKLER; MOTION CARRIED 3-0.

## 9. VILLAGE BOARD COMMENTS

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

Michael Serpe:
I think we need a roll call on this.
Kris Keckler:

Motion to go to Executive Session.
Steve Kumorkiewicz:
Second.
Michael Serpe:
Motion made and seconded for Executive Session. Roll Call.
KECKLER MOVED TO ENTER INTO EXECUTIVE SESSION AS NOTICED; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE - KECKLER - AYE; SERPE - AYE; KUMORKIEWICZ - AYE; MOTION CARRIED 3-0.

Michael Serpe:
We will return only to adjourn. Thank you.
11. RETURN TO OPEN SESSION AND ADJOURNMENT

KECKLER MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0 AND MEETING ADJOURNED AT 7:45 P.M.

## RESOLUTION \#16-31

## FINAL RESOLUTION AUTHORIZING CONSTRUCTION <br> OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY FOR THE CONSTRUCTION OF THE $47^{\mathrm{TH}}$ AVENUE DRAINAGE IMPROVEMENTS. THE PROJECT GENERALLY CONSISTS OF THE CONSTRUCTION OF A 24-INCH STORM SEWER AND DITCHING ALONG $47{ }^{\mathbf{T H}}$ AVENUE STARTING APPROXIMATELY 300-FEET NORTH OF $116^{\text {TH }}$ STREET AND EXTENDING APPROXIMATELY 350-FEET SOUTH OF $116^{\mathbf{T H}}$ STREET

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the $18^{\text {th }}$ day of July, 2016, adopted a Preliminary Resolution \#16-28 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of the 47th Avenue Drainage Improvements. The project generally consists of the construction of a 24 -inch storm sewer and ditching along 47th Avenue starting approximately 300 -feet north of 116th Street and extending approximately 350 -feet south of 116th Street in the Village of Pleasant Prairie.

WHEREAS, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the $15^{\text {th }}$ day of August, 2016 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

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

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

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is $\$ 54,452.51$. The amount assessed against each of the affected properties is listed on Schedule C.
4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
5. Deferred Assessments: The property owners may defer payment of the special assessment for the municipal improvements until an actual connection is made to their property, the storm improvements are utilized for development, at such time the property is subdivided within the assessment boundary, and/or at such time a building permit is issued within the assessment boundary, at which time the entire assessment will become due and payable.
6. Active Assessments: The property owners may, at their option, pay the assessments to the Treasurer in full or make up to ten equal, annual installments, with interest beginning November 1, 2017 at the rate of $9 \%$ per annum on the unpaid balance. If the assessment is not paid in full within 30 days from the date of the Installment Assessment Notice referred to in Section 6, the assessment will then be collected in installments as referred to in the preceding sentence.
7. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this $15^{\text {th }}$ day of August, 2016.

# VILLAGE OF PLEASANT PRAIRIE 

John P. Steinbrink, Village President
Attest:

Jane M. Romanowski, Village Clerk
Date Adopted:
Published:

## ASSESSMENT REPORT

## 47 ${ }^{\text {th }}$ AVENUE STORM SEWER PROJECT NO. E-16-007

In accordance with the Preliminary Resolution (No.16-28) of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on July 18, 2016 with respect to special assessments to be levied on properties benefited by a public storm sewer, the undersigned reports as follows:

1. Plans. Attached, as Schedule A, final plans for the improvements described above;
2. Cost of Improvements / Assessment Method \& Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements, and the assessment rate calculation;
3. Schedule of Proposed Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
4. The new improvements included a storm sewer, catch basins, and grading. The improvements will protect the public health and welfare of the citizens of the community;

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

- The assessment for the storm sewer utilized a cost per contributing acreage for those benefitting;

Dated this $27^{\text {th }}$ day of July, 2016.


## VILLAGE OF PLEASANT PRAIRIE schedulea 47TH AVE \& 116TH ST DRAINAGE PROJECT PLEASANT PRAIRIE KENOSHA COUNTY, WISCONSIN







# SCHEDULE B <br> COST OF IMPROVEMENTS / ASSESSMENT METHOD \& RATE CALCULATION 

## 47 ${ }^{\text {th }}$ AVENUE STORM SEWER <br> VILLAGE OF PLEASANT PRAIRIE

## Background:

Prior to the residential development of the southwest corner of $47^{\text {th }}$ Avenue and $116^{\text {th }}$ Street, the natural drainage way was located as shown in Figure 1, attached herein. In 1993, CSM 1685 created three parcels at the southwest corner of $47^{\text {th }}$ Avenue and $116^{\text {th }}$ Street for the purpose of residential development. The development of these parcels blocked the natural drainage way, causing ponding water on the original parent CSM parcel as generally depicted in Figure 2. The proposed storm water improvements include a storm sewer to convey the blocked storm water downstream to its original drainage pattern. The storm sewer system will also be utilized for future land development.

## Assessment:

1. The storm sewer assessment is levied on those properties that have filled or blocked the historical drainage path causing localized flooding, those properties on which the localized flooding occurs, and those properties that upon future development will utilize the storm sewer improvements.
2. The storm sewer assessment is based on cost per assessable area method.
3. Storm Sewer Assessment Rate (\$/acre): The assessment rate is calculated by the assessable project cost divided by the total assessable acreage. A drainage area reduction factor was used to account for exempted lands for the assessment rate.

- Assessable project cost = Total cost of project minus any exempted cost items.
- Assessable acreage = Total watershed area minus any exempted lands.
- Drainage area reduction rate: Percent of assessed area of whole watershed.

4. The cost per acre assessment rate is applied to each benefited property.
5. Exempted Costs:

- Removal of existing ditch line storm sewer and associated catch basins.
- Clearing / grubbing and re-grading existing downstream drainage way.

6. Exempted Lands:

- Existing lands within the project watershed boundary that were not associated with alterations of the historical drainage way, were developed prior to such alterations, and in which the storm sewer does not add any additional benefit to
the lands when considering their existing and future use, if the natural drainage way had not been altered.

7. Active and Deferred Assessments.

- Active assessments were placed on all lands within the assessable watershed area that are developed.
- Assessments are deferred for lands within the assessable watershed area that are vacant and subject to future development, utilizing the proposed storm sewer improvements.

8. Special Considerations.

- Tax Parcel 92-4-122-352-0050 (Jay R. Sorensen) - Lands north of the drainage divide as depicted on the Final Assessment Map were considered to utilize the proposed storm sewer system when developed, even though this area currently does not drain to the proposed system. Upon developing the lands, the deferred assessment may be adjusted if this area, under ultimate developed conditions, does not utilize the storm sewer system.
- Tax Parcel 92-4-122-352-0151 (James and Bonita Ayres) - Lands north of the drainage divide as depicted on the Final Assessment Map were considered to utilize the proposed storm sewer system when developed, even though this area currently does not drain to the proposed system. Upon developing the lands, the deferred assessment may be adjusted if this area, under ultimate developed conditions, does not utilize the storm sewer system.
- Tax Parcels (92-4-122-352-0155, 92-4-122-352-0160, \& 92-4-122-352-0165) Damages were awarded to these parcels in the amount equal to the storm water special assessment that was previously levied on the properties associated with the installation of the ditch culvert that will be removed as part of this project. The previous special assessment was issued under Village Board Resolution 1127.


## Storm Sewer Assessment Rate Calculation-(Frontage)

| Total project cost: | $=\$ 92,450$ |
| :--- | :--- |
| Total Assessable Project Cost: | $=\$ 84,950$ |
| Total Watershed Area: | $=28.8$ acres |
| Total Assessable Acreage: | $=19.87 \mathrm{acres}$ |
| Reduction Rate: | $=69 \%(19.87 / 28.8)$ |
|  |  |
| Cost per Assessable Area (Assessment Rate): | $=\$ 84,950(.69) / 19.87 \mathrm{acres}=$ |

## \$2,949.94 / Acre

See attached project cost.

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




## Project Cost Estimate

Project Name: 47th Ave Storm Sewer
Prepared By: VOPP

Project No.: E-16-007
Date: 7/21/2016

| $\begin{aligned} & \text { Storm sewer } \\ & \text { No. } \quad \text { Qty } \\ & \hline \end{aligned}$ | Units | Item | Unit Price | Total |
| :---: | :---: | :---: | :---: | :---: |
| 1 - | LS | Remove Existing Storm Sewer Pipe \& Structures** | \$2,000 | \$2,000 |
| 21 | LS | 47th Avenue Ditching** | \$5,500 | \$5,500 |
| 380 | LF | PVC Pipe, 10" (Lawn) | \$40 | \$3,200 |
| 4250 | LF | Reinforced Concrete Pipe, Class III 24" (Pavement) | \$100 | \$25,000 |
| 5300 | LF | Reinforced Concrete Pipe, Class III 24" (Lawn) | \$70 | \$21,000 |
| $6 \quad 41$ | VF | Manholes, 48" Diameter (x Units) | \$450 | \$18,450 |
| $7 \quad 1$ | EACH | Reinforced Concrete Apron Endwalls, 24" with Grate | \$1,000 | \$1,000 |
| 8 3 | CY | Light Rip Rap with Geotextile Fabric | \$100 | \$300 |
|  |  |  | Subtotal: | \$76,450 |
| ** Items Exlcuded | Assessm |  |  |  |
|  |  | Remove Existing Storm Sewer Pipe \& Structures** 47th Avenue Ditching** | $\begin{aligned} & (\$ 2,000) \\ & (\$ 5,500) \end{aligned}$ | $\begin{aligned} & (\$ 2,000) \\ & (\$ 5,500) \end{aligned}$ |
| Adjusted Subtotal: |  |  |  | \$68,950 |
|  |  |  |  | \$16,000 |
| Total Project Cost: |  |  |  | 84,950.00 |


|  | Total Drainage Area $=28.8$ Acres <br> Assessed Drainage Area $=19.87$ Acres ( $69 \%$ of Total) |  |
| :---: | :---: | :---: |
|  |  |  |
|  | Assessed Project Cost Reduction $=31 \%$ |  |
|  | Assessed Project Cost $=\$ 84,950 \times .69=$ | \$58,615.50 |
|  | Assessment Acreage Assessment Rate (\$/Acre): | $\begin{aligned} & 19.87 \\ & \$ 2,949.95 \end{aligned}$ |
| Village of Pleasant Prairie |  |  |
| Engineering Department |  |  |
| Pleasant Prairie, Wisconsin |  |  |




47TH AVENUE STORM SEWER
FINAL ASSESSMENT MAP

rermernernerno

# Resolution of Appreciation and Recognition (Posthumous) to Richard Oscarson for His Many Years of Work Creating Beautiful Landscapes in the Village of Pleasant Prairie 


#### Abstract

WHEREAS, Richard Oscarson, along with his wife Jill, owned and operated a landscaping company, Kenosha Grounds Care, located in the Village of Pleasant Prairie, for 26 years; and

WHEREAS, through the course of his life's work, Richard Oscarson and Kenosha Grounds Care contributed to the beauty of the Village of Pleasant Prairie through many landscaping projects, including work in RecPlex and Prairie Springs Park, at the rebuilt Fire Station \#1, in Village roundabouts, and at Pleasant Prairie Village Hall; and


WHEREAS, Richard Oscarson and Kenosha Grounds Care have assisted Village crews with cleanup efforts following FEMA declared storm events over the years; and

WHEREAS, Richard Oscarson and Kenosha Grounds Care have planted memorial trees inside Prairie Springs Park; and

WHEREAS, Richard Oscarson, a devoted family man and a highly respected businessman, passed away unexpectedly on April 12, 2016, at the age of 56, doing what he loved, caring for the environment; and

WHEREAS, in perpetuation of Richard Oscarson's work, Kenosha Grounds Care has proposed to fund and install a memorial to Richard Oscarson inside Prairie Springs Park that will include a footpath, a reclaimed prairie preserve with oak trees, emergent shrubs, a butterfly garden, a memorial stone, and three benches.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Village of Pleasant Prairie, that Richard Oscarson be remembered and honored for his work to create and maintain beautiful natural landscapes in both public and private spaces throughout the Village through the creation of the Richard Oscarson Memorial inside Prairie Springs Park.

Considered and adopted this $15^{\text {th }}$ day of August, 2016.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk



| To: | Michael Pollocoff |
| :--- | :--- |
| From: | John Steinbrink, Jr. |
| Subject: | Park Commission Recommendation for the Richard Oscarson Memorial Prairie |
| Date: | August 15, 2016 |

On August 2, 2016, the Village Park Commission met to consider and approve a recommendation to the Village Board for the creation and private construction of the Richard Oscarson Memorial Prairie in Prairie Springs Park by Kenosha Grounds Care, LLC. The Park Commission received and considered the following information:

Richard Oscarson, owner and operator of Pleasant Prairie based landscaping company, Kenosha Grounds Care, Inc., passed away unexpectedly on April 12, 2016 at the age of 56, doing what he loved, caring for the environment.

Richard Oscarson along with his wife, Jill, owned and operated Kenosha Grounds Care, Inc. for 26 years. Rich was a devoted husband, father and grandfather and a highly respected businessman. Rich was known as the "go-to" person for anyone in the landscaping business in this area. His passion for the environment and his high standards of design exceeded common initiatives in the industry, helping make Pleasant Prairie a model for exceptional business and municipal landscapes.

Kenosha Grounds Care has donated countless hours of time assisting Village staff and has worked on a great number of projects in and for the Village over a span of many years. Kenosha Grounds Care has assisted Village crews in FEMA declared storm and snow event cleanup. Kenosha Grounds Care has landscaped numerous recent Village projects, such as the rebuild of Fire Station \#1, Village Hall renovation and Village roundabouts.

Rich's testament can be seen throughout the Village in the landscaping of residential, commercial and public lands. Kenosha Grounds Care landscaped the RecPlex and Prairie Springs Park and has coordinated the planting of trees for the Village's memorial tree program. It is only fitting that this park become the location for a tribute and memorial for Richard Oscarson.

Attached is a map and plan elements for a proposed memorial prairie along the shore of Lake Andrea in Prairie Springs Park. The plan includes a footpath from the Lake Andrea walking path into a proposed reclaimed natural prairie preserve with oak trees, emergent shrubs and a butterfly garden. An etched piece of 2 ft . high $\times 3 \mathrm{ft}$. wide polished black granite affixed to a large natural blue stone will serve as the memorial. Three benches will be placed near the stone. The proposed installation is scheduled to be complete by mid-September of this year, with a dedication planned for September $16^{\text {th }}$.

The memorial prairie will be completely funded and installed by Kenosha Grounds Care, LLC, under the supervision of Village staff. Kenosha Grounds Care, LLC, will also maintain the memorial and will train Village staff to one day take over maintenance responsibilities.

The Park Commission recommends and Village staff concurs that the Village Board approve this memorial prairie and pass a resolution for creation of the Richard Oscarson Memorial Prairie.


Office of the Director of Public Works John Steinbrink Jr., P.E.

To: $\quad$ Michael Pollocoff<br>From: John Steinbrink, Jr.<br>Subject: EAB Mitigation Grant Program Resolution<br>Date: August 15, 2016

The Wisconsin Regional Planning Commissions and the DNR are offering EAB mitigation grants up to $\$ 20,000$ to municipalities, counties and tribes within an EAB quarantined area and located within the Wisconsin Great Lakes Basin. Funded projects will focus on planting non-host trees to mitigate the impacts of the Emerald Ash Borer and prepare communities for invasion by diversifying their urban and community forests. On behalf of the Village, staff will be submitting an application for this grant.

Staff plans to release an RFP and contract with a local landscaping company to plant various species of trees according to Village specifications to replace 100 ash trees infected with the Emerald Ash Borer that are not responding to treatment. Diversifying species of trees will reduce the financial burden of treating the ash trees for EAB as well as strengthening the overall stability of the tree population. This diversity will also add aesthetic quality to the community.

Staff will be applying for a $\$ 20,000$ grant. Stipulations of the grant require a $25 \%$ match. Staff will allocate $\$ 10,000$ out of the 2017 Parks budget for these matching funds. The Village is currently in year two of a three year contract with Trugreen for the treatment of Emerald Ash Borer. The cost to treat all of the ash trees in the Village ROW over a three year period is $\$ 43,245.25$. Trees that have not responded to the treatment will be candidates for the program.

Grant applicants will be notified by October 1, 2016 regarding funding. Should the Village be awarded this grant, we anticipate the planting of the new trees in April or May of 2017.

## VILLAGE OF PLEASANT PRAIRIE RESOLUTION \# 16-32

WHEREAS, the Village of Pleasant Prairie is interested in obtaining a costshare grant from the Bay-Lake Regional Planning Commission for the purpose of funding Emerald Ash Borer mitigation projects under funding originating from the U.S. Forest Service, Great Lakes Restoration Initiative; and

WHEREAS, the Village of Pleasant Prairie attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the Village of Pleasant Prairie requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED that the Village of Pleasant Prairie will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the cost-share agreement; and

BE IT FURTHER RESOLVED the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby AUTHORIZES John Steinbrink, Jr., Public Works Director, to act on its behalf to:

1. Sign and submit the grant application.
2. Sign a grant agreement between applicant and the Bay-Lake Regional Planning Commission.
3. Submit interim and/or final reports to the Bay-Lake Regional Planning Commission to satisfy the grant agreement.
4. Submit reimbursement requests and, if applicable, contractor invoices to the Bay-Lake Regional Planning Commission.
5. Sign and submit other required documentation.

## Adopted this $15^{\text {th }}$ day of August 2016.

# VILLAGE OF PLEASANT PRAIRIE 

John Steinbrink
Village President
ATTEST:

Jane Romanowski
Village Clerk

# VILLAGE OF PLEASANT PRAIRIE RESOLUTION \#16-33 <br> A Resolution Approving and Adopting The Automatic Fire/Rescue Mutual Aid Intergovernmental Agreement 

WHEREAS, the Wisconsin Statue 66:0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services; and

WHEREAS, the Wisconsin Statue 66:0303(3)(b) authorizes any municipality to contract with other municipalities of another state for the receipt or furnishing of services, such as fire protection and emergency

WHEREAS, determination having been made by the corporate authorities of the respective unit of local government that it is the best interests of the Departments and the residents and business of the municipalities and fire protection districts served by the Departments to cooperate on expeditious and efficient provision of emergency fire, ambulance, and rescue service to those residents and businesses; and

WHEREAS, determination has been made that the Automatic Fire/Rescue Mutual Aid Agreement (the "Agreement") is made between duly authorized representatives of select Fire Districts and Fire Departments currently participating in the Mutual Aid Box Alarm System (MABAS).

NOW, THEREFORE, BE IT RESOLVED that the Automatic Fire/Rescue Mutual Aid Agreement, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and adopted and that the Village President, Village Clerk and Chief of Fire \& Rescue be authorized to execute the same on behalf of the Village of Pleasant Prairie.

Passed and adopted this 15th day of August, 2016.
VILLAGE OF PLEASANT PRAIRIE

John Steinbrink
Village President
ATTEST:

Jane Romanowski
Village Clerk
$\qquad$

To: Michael Pollocoff, Village Administrator; and Members of the Village Board<br>From:Doug McElmury, Chief<br>CC: Jane Romanowski, Village Clerk<br>Date: August 10, 2016<br>\section*{Re: Automatic Fire/Rescue Mutual Aid Intergovernmental Agreement}

The proposed intergovernmental agreement formalizes existing response agreements and opens the doors to new response options.

In 2012 Pleasant Prairie joined a long-standing group of Northern Illinois Fire Departments known as Quad 1 North consisting of Beach Park Fire Department, Newport Fire Department, Winthrop Harbor Fire Department and Zion Fire Department. This group had approached Pleasant Prairie to participate in an Automatic Response Agreement (ARA) that had been in place for many years that automatically dispatches all participating departments to the report of a several types of emergencies, including structure fires, in each of the response districts. For example if we have a structure fire in Pleasant Prairie, we have four additional fire crews and chiefs responding to our incident. This concept has proven to be very valuable and has contributed to better outcomes of many incidents

This intergovernmental agreement (IGA) provides added protection to all entities involved and covers other response agreements such as the one we are currently working on with the Newport Fire Department. The Newport Fire Department opened a fire station at the West Frontage Road and Stateline Road and is much closer than our fire stations to the Southwest corner of the Village. An ARA with Newport will allow for faster response to our citizens and assure the proper ISO Rating to be applied to structures in that area.

The agreement was reviewed by Attorney Timothy Geraghty and modifications made were made to the agreement to address his comments. The concerns that Attorney Geraghty had about payments are spelled out in other existing agreements including one that addresses ambulance billing procedures and the MUTUAL AID BOX ALARM SYSTEM (MABAS) agreement.

I recommend that the IGA be approved and that the Chief of Fire \& Rescue be authorized to sign the agreement in order to continue delivery of the highest levels of service to the citizens and businesses within the Village Pleasant Prairie.


# Godin Geraghty Puntillo Camilli, sc <br> ATTORNEYS AT LAW 

Phillip R. Godin
Timothy J. Geraghty
Roberta N. Puntillo
Thomas A. Camilli, Jr.
David O. Hughes

6301 Green Bay Road
Kenosha, Wisconsin 53142
Telephone (262) 657-3500
Facsimile (262) 657-1690
July 18, 2016

Doug McElmury
VIA EMAIL
Chief of Fire and Rescue
Village of Pleasant Prairie 8044 88 th Avenue
Pleasant Prairie, WI 53158
Re: Automatic Fire/ Rescue Mutual Aid Agreement
Dear Doug:
You recently sent me a copy of a proposed Automatic Fire/ Rescue Mutual Aid Agreement between Pleasant Prairie and a number of Fire Departments located in the State of Illinois (the "Mutual Aid Agreement"). I have reviewed the proposed agreement and Wisconsin Statutes Sections 66.0303 and 66.03125 . Based upon my review, please consider the following:

1. Wisconsin Statutes Section 66.0303 specifically allows a municipality to contract with municipalities of another state for the receipt or furnishing of services. Wisconsin Statutes Section 66.0303(b) provides that an agreement between a municipality of this state and the municipality of another state does not need to be submitted to or approved by the Attorney General of the State of Wisconsin, if the agreement relates to the receipt, furnishing, or joint exercise of firefighting or emergency medical services. It certainly appears that the Mutual Aid Agreement relates to the receipt, furnishing, or joint exercise of firefighting or emergency medical services and so I do not believe that the agreement needs to be submitted to or approved by the Attorney General of the State of Wisconsin.
2. Wisconsin Statutes Section 66.03125(2)(b) deals with payment for requested services. That section basically provides that if there is a method for determining how the services will be paid for in an agreement, the terms of the agreement will be followed. If there is no agreement for the payment of the services, the government unit that receives the assistance is responsible for the personnel or equipment costs incurred by the responding agency, if the responding agency requests payment of those costs. I note the Mutual Aid Agreement does not contain any provisions for payment of costs to a municipality providing services. If the agreement of all the municipalities is that no municipality will be requesting payment for any services provided, it
may be better to specifically state that in the agreement so that there is no question about payment or reimbursement.
3. In the introduction to the Mutual Aid Agreement it refers to "Wisconsin Statue 66:03012" and certain other statute sections. The correct reference for each of the Wisconsin statutes sections should be "Wisconsin Statutes Section $66.0301(2)$ ", with similar references to the other statutes.
4. I also noticed the confusing Section IX, saying both Wisconsin and Illinois courts have jurisdiction and their laws apply. I prefer that it not be just Illinois law, as we don't want to have to go to court in Illinois for all actions. I suggest leaving Section IX in the Mutual Aid Agreement but change the last clause to read: "..., with all parties agreeing that jurisdiction shall be determined by applicable law." This way no one has specifically agreed to be subject to jurisdiction in another party's county, where they might be at a disadvantage.

Please contact me at your convenience with any questions regarding this or if I can be of assistance.


TJG/etp
Encs.

## AUTOMATIC FIRE/RESCUE MUTUAL AID AGREEMENT BETWEEN THE FOLLOWING MUNICIPAL CORPORATIONS AND FIRE PROTECTION DISTRICTS

In accordance with the Illinois Municipal Code, 65 ILCS 5/11-6-1, and Fire Protection District Act, 70 ILCS 705/11a, which provides for Municipalities and Fire Protection Districts to enter into "Mutual Aid Agreements"' and Wisconsin Statue 66:0301(2) which authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services; and Wisconsin Statue 66:0303(3)(b) authorizes any municipality to contract with other municipalities of another state for the receipt or furnishing of services, such as fire protection and emergency medical services; and Wisconsin Statue 66:03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and in accordance with the Mutual Aid Box Alarm System (MABAS) Agreement entered into by the Beach Park Fire Protection District, the Newport Township Fire Protection District (the "Districts") the Winthrop Harbor Fire Department, the Zion Fire and Rescue Department, and the Pleasant Prairie, Wisconsin Fire and Rescue Department (the Departments") the aforementioned Districts and Departments agree to provide automatic aid to each other for reported fires, emergency medical incidents, and specialized rescues as outlined in the agreement.

## RECITALS

WHEREAS, the Departments and Districts are an integral component of a municipality or unit of local government as defined in Article 1, Section VII of the Illinois Constitution; and

WHEREAS, Article 10, Section VII of the Illinois Constitution authorizes municipalities and units of local government to contract or otherwise associate among themselves, with the State, with other states and their units of local government, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and further to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, Illinois laws further clarifies permitted cooperation in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the Interstate Mutual Emergency Aid Act (Public Act 98-0309 effective August 12, 2013, to be codified under Chapter 235 under Intergovernmental Cooperation of Article 5's General Provisions of the Illinois Compiled Statutes, 5 ILCS 235/); and

WHEREAS, the Districts and Departments are units of a local government and public agencies as provided in the Constitution and laws; and

WHEREAS, approval having been granted by the corporate authorities of the respective unit of local government (municipality or fire protection district) the Departments provide emergency fire suppression (65 ILCS 5/11-6-1 and 70 ILCS 705/11), fire prevention (65 ILCS 5/11-6-1 and 70 ILCS 705/11), emergency medical service (65 ILCS 5/11-5-7 and 70 ILCS 705/11 and 22), or specialized or technical services (65 ILCS 5/11-6-5 and 11-6-6, and 70 ILCS $705 / 25$ and 26 , respectively) in furtherance of public safety, health and welfare; and
[continued on next page]

## AUTOMATIC FIRE/RESCUE MUTUAL AID AGREEMENT BETWEEN THE FOLLOWING MUNICIPAL CORPORATIONS AND FIRE PROTECTION DISTRICTS [cont.]

WHEREAS, determination having been made by the corporate authorities of the respective unit of local government that it is the best interests of the Departments and the residents and business of the municipalities and fire protection districts served by the Departments to cooperate on expeditious and efficient provision of emergency fire, ambulance, and rescue service to those residents and businesses; and

WHEREAS, Determination has been made that the Automatic Fire/Rescue Mutual Aid Agreement (the "Agreement") is made between duly authorized representatives of select Fire Districts and Fire Departments currently participating in the Mutual Aid Box Alarm System (MABAS); and

WHEREAS, the duly authorized representatives of select Fire Departments located in Lake County, Illinois and Kenosha County, Wisconsin identified in this Agreement deem it prudent and proper to prescribe procedures to clarify how Departments will have an automatic response for reported fires, emergency medical incidents and specialized rescues described herein.

NOW THEREFORE, the duly authorized representatives ("Representatives") of the select Departments identified above, acknowledging the sufficiency of the mutual terms and covenants in this Agreement, do hereby agree as follows.

1. The Representatives find and determine the above Recitals are true and correct, and incorporate them as if written here in full.
2. The corporate authorities of the municipalities and fire protection districts of which the Departments are an integral component have approved Representatives entry into this Agreement on behalf of the respective Department.
3. The Departments shall mutually provide emergency ambulance service, fire suppression and specialized rescue service per automatic aid, mutual aid, or MABAS agreements as stated in the following Sections:

## SECTION 1.

A. Equipment Staffing and Responses:

1. Ambulances responding on an automatic response to another community shall have a minimum of two qualified personnel on an ambulance. (Qualified refers to requirements of the Emergency Medical Service System (EMSS) the community belongs to.)

## AUTOMATIC FIRE/RESCUE MUTUAL AID AGREEMENT BETWEEN THE FOLLOWING MUNICIPAL CORPORATIONS AND FIRE PROTECTION DISTRICTS <br> [cont.]

2. Fire Apparatus responding on an automatic mutual aid response to another jurisdiction shall respond with their "On-Duty" staffing for that apparatus
3. Only one (1) unit from the fire department providing aid shall be required to respond at any one time. In the event that the unit due is unavailable (i.e. out of service, committed to another call, etc.) no backup or alternate unit shall be required to respond.
4. The jurisdiction within which the emergency exists will be in charge and responsible for the operations at the emergency scene, the first arriving company officer shall exercise his/her discretion as to the appropriate action to be taken. Upon the arrival of the first fire officer from the department having jurisdiction, command of the emergency scene shall be transferred in a smooth and efficient manner, utilizing the Incident Management System, to the fire department whose jurisdiction in which the emergency exists.
5. Each fire department shall be responsible for providing a communications system that allows the immediate dispatching of all units due to respond from the assisting department, as well as apparatus to apparatus communications; while enroute to and while on the emergency scene.
6. Each fire department agrees to provide and participate in quarterly training between the five (5) fire departments.
7. Units responding to an automatic aid request shall not be redirected or "called off" unless and until released or redirected by the requesting agency.
8. Each jurisdiction agrees that the general provisions of the "MABAS Mutual Aid Agreement" apply to this agreement, except as modified by this agreement.
9. Each unit of government agrees to waive all claims against the other party for compensation for any loss, damage, personal injury or death occurring as a result of performance in conjunction with this Agreement, provided, however that such claim is not a result of gross negligence or willful misconduct by a party hereto. General liability insurance, personal injury insurance and property/vehicle insurance shall be the responsibility of each individual government unit.

# AUTOMATIC FIRE/RESCUE MUTUAL AID AGREEMENT BETWEEN THE FOLLOWING MUNICIPAL CORPORATIONS AND FIRE PROTECTION DISTRICTS <br> [cont.] 

10. Standard Operating Procedures (SOP) and Guidelines (SOG) for this mutual / automatic aid agreement have been developed and may be modified from time to time by the majority of the fire chief's participating in this agreement. Said SOP/SOG (Exhibit A) is independent of this agreement and changes of that SOP/SOG shall not cause this agreement to be modified or renewed.

## SECTION II.

A.

## FIRE RESPONSE AREA

1. Beach Park Fire Protection District:
a) Beach Park Still Assignment
b) Newport - Engine or Squad
c) Pleasant Prairie - Engine
d) Winthrop Harbor - Engine
e) Zion - Engine or Truck
f) Gurnee - Ambulance

Newport Township Fire Protection District: (Grid Specific)
a) Newport Still Assignment
b) Beach Park- Engine, Ladder or Tender
c) Pleasant Prairie - Engine
d) Winthrop Harbor - Engine, Truck, or Ambulance
e) Zion - Truck
f) Gurnee - Engine or Ambulance

Pleasant Prairie:
a) Pleasant Prairie Still Assignment
b) Beach Park - Engine or Ladder
c) Newport - Engine
d) Winthrop Harbor - Engine
e) Zion - Engine or Truck

Winthrop Harbor:
a) Winthrop Harbor Still Assignment:
b) Beach Park - Engine
c) Newport - Engine
d) Pleasant Prairie - Engine
e) Zion - Engine or Truck
f) Gurnee - Ambulance

# AUTOMATIC FIRE/RESCUE MUTUAL AID AGREEMENT BETWEEN THE FOLLOWING MUNICIPAL CORPORATIONS AND FIRE PROTECTION DISTRICTS <br> [cont.] 

Zion:
a) Zion Still Assignment:
b) Beach Park - Engine or Ladder
c) Newport - Engine
d) Pleasant Prairie - Engine
e) Winthrop Harbor - Engine
f) Gurnee - Ambulance
B.

## AMBULANCE RESPONSE AREA

1. Greenbay Road Vehicle Crash Response Area:
a) Individual Jurisdiction Engine Still Response
b) Ambulances from Beach Park, Winthrop Harbor, Zion, Ambulance standby from Pleasant Prairie (Due on working still).
c) Newport Squad
2. Quad One North Still For Ambulances:
a) Individual Jurisdiction Still Response
b) One ambulance from each of the five (5) participating agencies.

Minor modifications of Section One and Section Two above as well as vehicles assigned may be made without further modifications to this Agreement.
However, said modifications must be mutually agreed upon, in writing, by the five (5) respective agencies.

## SECTION III.

## TERMINATION OF AGREEMENT

Any party participating in this Agreement may terminate their involvement in said Agreement by notifying the Fire Chiefs of each other participating agency, in writing, ninety (90) days prior to terminating.

# AUTOMATIC FIRE/RESCUE MUTUAL AID AGREEMENT BETWEEN THE FOLLOWING MUNICIPAL CORPORATIONS AND FIRE PROTECTION DISTRICTS <br> [cont.] 

## SECTION IV.

## TERM OF AGREEMENT

The agreement shall be effective for a term of one year from the date of signature hereof commencing September 01, 2016, and shall automatically renew for successive one-year terms unless terminated in accordance with Section III.

## SECTION V.

## EFFECTIVNESS

The Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

## SECTION VI.

## BINDING EFFECT

The Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto.

## SECTION VII.

## VALIDITY

The invalidity of any provision of this Agreement shall not render invalid any other provision. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## SECTION VIII.

## NOTICES

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time.

# AUTOMATIC FIRE/RESCUE MUTUAL AID AGREEMENT BETWEEN THE FOLLOWING MUNICIPAL CORPORATIONS AND FIRE PROTECTION DISTRICTS 

## SECTION IX

## GOVERNING LAW

This Agreement is made with all parties agreeing that jurisdiction shall be determined by applicable law.

IN WITNESS WHEREOF the duly authorized representatives of the Departments have affixed their signatures on the date recorded first above.

For each Municipal Fire Department

Gurnee Fire Department

4580 Old Grand Avenue
Gurnee, IL 60031-2622
Fred N. Friedl, Fire Chief

Doug McElmury, Fire Chief

Justin Stried, Fire Chief 830 Sheridan Road
Winthrop Harbor, IL 60096
Zion Fire Department
1303 27th St
Zion, IL 60099

## For each Fire Protection District Fire Department

Beach Park Fire Department
3233 N. Lewis Avenue
Beach Park, IL 60089
Newport Fire Department 39010 Caroline Street Wadsworth, Illinois 60083

Paul N. Tierney, Fire Chief

Mark Kirschhoffer, Fire Chief


## To: Michael Pollocoff

From: John Steinbrink, Jr.
Subject: $\quad 88^{\text {th }}$ Avenue Water Main Extension - Professional Engineering Construction Management Services. Project \#54901

Date: August 15, 2016

Proposals for the above referenced project were received until July 29, 2016, at the Village of Pleasant Prairie Department of Public Works (DPW), 8600 Green Bay Rd., Pleasant Prairie, WI. 53158. The proposals were reviewed by an evaluation committee, ranked and compiled.

The $88^{\text {th }}$ Avenue Water Main Extension - Professional Engineering Construction Management Services - Project \#54901 consists of providing professional engineering services as related to the construction management of approximately 2,500 feet of water main, hydrants and connections to the existing system and restoration.

A total of one (1) proposal was received for this project out of the two (2) solicited from the consultants:

- R.A. Smith National, Inc.*
\$30,319.00


## * Apparent Low Bid

R.A. Smith National, Inc. has completed construction management projects for the Village in the past and they ranked the highest in the evaluation process for this project.

Based on qualifications and proposed costs, Village staff recommends that the Village Board award this project to R.A. Smith National, Inc. in the amount of $\$ 30,319.00$. Following the formal award by the Village Board, staff will prepare the necessary documents for execution by the Village and the consultant.

TO: Michael Pollocoff, Village Administrator
FROM: Matthew Fineour, Village Engineer
SUBJ: Traffic Signal Warrant Analysis - STH $165 / 80^{\text {th }}$ Avenue
Professional Service Agreement
DATE: August 8, 2016

## Background:

A Traffic Impact Analysis (TIA) was completed by TADI (Traffic Analysis \& Design, Inc.) for the Lakeview Corporate Park in 2014. The TIA evaluated roads and intersections within the Lakeview Corporate Park area for current (2015) and (2035) build-out conditions. One of the intersections evaluated was STH 165 and $80^{\text {th }}$ Avenue.

A signal was identified for the STH 165 / 80 ${ }^{\text {th }}$ Avenue intersection in the TIA for the year 2035. The TIA was initiated in 2013 and used the latest 2012 Wisconsin Department of Transportation traffic counts. Due to recent and upcoming planned developments in the Corporate Park, in addition to development inquiries as to when a signal will be installed, a traffic signal warrant analysis is recommended to be completed using updated (2016) traffic counts and current planned development. This analysis will determine if a signal is currently warranted and/or how close traffic conditions are for a warrant.

## Design Service Agreement

Attached, is a service agreement with TADI for the traffic signal warrant analysis (task 1) and warrant analysis report (task 2). The professional service agreement is a lump sum contract in the amount of $\$ 2,638.00$ for task 1 and $\$ 4,123.00$ for task 2 . Task 2 will only be completed if Task 1 shows that the traffic signal is currently warranted.

It is recommended that the Village award the professional service contract to Traffic Analysis \& Design for both task 1 and task 2 in the amount of \$6,761.00.

Attachments: Professional Service Agreement, Project Area Map

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## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the Village of Pleasant Prairie (Client) and Traffic Analysis \& Design, Inc. (Engineer), based upon Client's intention to conduct a Traffic Signal Warrant Analysis and Traffic Signal Plans (if signals are warranted), Specifications and Estimate for the STH 165 intersection with $80^{\text {th }}$ Avenue in Pleasant Prairie, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of $1.5 \%$ per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Not withstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
7. To the fullest extent allowable by law, the contractor hereby indemnifies and shall defend and hold harmless the Village of Mukwonago, its elected and appointed officials, officers and employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, attorney's fees costs and expenses of whatsoever kind or nature, whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part or claim to be caused, occasioned or contributed to in whole or in part by reason of any action, omission, fault or negligence whether active or passive of a contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this agreement. Contractors' aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence or willful misconduct of the Village of Mukwonago or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this agreement. The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.
8. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
9. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
10. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.
11. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
12. Any notice required by this Agreement shall be made in writing to the address specified below:

Client: Village of Pleasant Prairie 9915 39 ${ }^{\text {th }}$ Avenue Pleasant Prairie, WI 53158
Attn: Mr. Matt Fineour, Village Engineer
Engineer: Traffic Analysis \& Design, Inc.
N36 W7505 Buchanan Street
Cedarburg, WI 53012
Attn: Mr. John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of August 5, 2016.

## Authorization for Task 1 - Signal Warrant Analysis

## Village of Pleasant Prairie (Client)

$B y:$ $\qquad$
Title: $\qquad$
Date: $\qquad$


Date: $\qquad$

Authorization for Task 2 - Signal Warrant Analysis Report

Village of Pleasant Prairie (Client)
$B y:$ $\qquad$
Title: $\qquad$
Date: $\qquad$


Date: $\qquad$

## ATTACHMENT A

## SCOPE OF SERVICES

## Task 1: Traffic Signal Warrant Analysis

Engineer will conduct a traffic signal warrant analysis at the STH 165 intersection with $80^{\text {th }}$ Avenue to determine if a traffic signal is warranted with the existing traffic.

## Data Collection

The Engineer will obtain and utilize the WisDOT turning movement counts at the STH 165 intersection with $80^{\text {th }}$ Avenue (conducted in 2015). The Engineer will compile the traffic count data and geometric data for a base map for the traffic analysis.

Engineer will add traffic from the two Village identified developments ( $7707104^{\text {th }}$ Street; NE Corner of $80^{\text {th }}$ Ave \& $116^{\text {th }} \mathrm{St}$ ) to the intersection count data to determine the development opening year traffic volumes. Engineer will generate traffic based on the ITE Trip Generation Manual for the weekday daily, AM and PM peak hours and will layer that traffic on to the existing intersection traffic for the typical weekday from 6 AM to 7 PM.

## Traffic Signal Warrant Analysis

As required by WisDOT for signal installation, Engineer will conduct a traffic signal warrant analysis for the STH 165 intersection with $80^{\text {th }}$ Avenue. For the traffic signal warrant analysis, Engineer will utilize the existing traffic count data with the opening year development traffic and compare that data to the traffic signal warrant thresholds in the Manual of Uniform Traffic Control Devices (MUTCD). More specifically, all traffic volume warrants will be evaluated except for Pedestrian Volume Warrant, School Crossing Warrant, and Crash Experience Warrant.

Engineer will submit the warrant results via e-mail to the Village. If signal warrants are met, and if authorized by the Village, Engineer will proceed with Task 2, The Signal Warrant Analysis Report.

It is noted that no meetings are included in this scope of services. If a meeting or meetings are required with attendance by the Engineer, it will be considered as additional services and will be billed separately based on time and materials.

## Task 2: Traffic Signal Warrant Analysis Report

Engineer will conduct a traffic signal coordination analysis for the weekday AM and PM peak hours for the STH 165 intersections with CTH H, $80^{\text {th }}$ Avenue, and STH 31, per WisDOT's request. Engineer will develop the recommended peak hour traffic signal coordination timings for the three intersections. Engineer will also develop the midday "free" operation traffic signal actuated timings for the STH 165 intersection with $80^{\text {th }}$ Avenue. Based on this analysis, Engineer will provide recommendations for signal operation, sequence of operations and basic equipment.

The traffic signal warrant study submittal will consist of a report with exhibits illustrating the existing traffic counts, expected development opening year traffic counts, MUTCD traffic signal warrant analysis, analysis procedures, coordination timings, recommendations, and conclusions with appendix of all intersection calculations and traffic data.

The traffic signal warrant study report documenting the findings of the analysis will be prepared by the Engineer and submitted to the Client for review and comments. The report will include text, tables and exhibits. The Client shall provide comments to the Engineer so the Engineer can finalize the report and submit final copies to the Client and WisDOT.

It is noted that no meetings are included in this scope of services. If a meeting or meetings are required with attendance by the Engineer, it will be considered as additional services and will be billed separately based on time and materials.

## SCHEDULE

Engineer will provide the deliverables listed above according to the following schedule:

## Deliverable

Task 1 - Traffic Signal Warrant Analysis data

Task 2 - Traffic Signal Warrant Analysis Report

Date
2 weeks after receiving authorization and development

2 weeks after receiving authorization

## COMPENSATION

For the services described in the Task 1, Traffic Signal Warrant Analysis, of the above Scope of Services, Client shall pay Engineer a Lump Sum fee of Two Thousand Six Hundred Thirty-Eight Dollars $(\$ 2,638.00)$.

For the services described in the Task 2, Traffic Signal Warrant Analysis Report, of the above Scope of Services, Client shall pay Engineer a Lump Sum fee of Four Thousand One Hundred Twenty-Three Dollars (\$4,123.00).

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.


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

## Purchase Order

Fiscal Year
Page 1 of 1
THIS NUMBER MUST APPEAR ON ALI INVOICES. PACKAGES AND SHIPPING PAPERS.
Purchase
Order \#
162482-00


Village Administrator

TO: Michael Pollocoff, Village Administrator
FROM: Matthew Fineour, Village Engineer
SUBJ: Traffic Signal at STH 165 / I-94 Southbound Off-ramp
Design Service Agreement
DATE: August 8, 2016

## Background:

In 2010 a Traffic Impact Analysis was completed as part of the overall development around I-94 / STH 165 and the West Frontage Road. The Traffic analysis, which identified necessary improvements as development occurred, was approved by the WDOT and incorporated into the WDOT permit plan for the development of the area.

One identified improvement was the signalization of the I-94 southbound off-ramp at STH 165 upon meeting warrants and authorization by WDOT for its installation. The Village has been notified by the WDOT that this intersection now meets traffic signal warrants.

## Design Service Agreement

Attached, is a service agreement from RA Smith and Associates to prepare the traffic signal design and bidding documents for the project. The design service agreement is a time and material contract with an estimate not to exceed $\$ 32,400$. Upon approval of the contract, the design will commence with a timeline of getting the project ready for bidding later this year for spring construction.

It is recommended that the Village award the design service contract to RA Smith and Associates for the traffic signal project located at STH 165 and I-94 southbound off-ramp with an estimated fee not to exceed $\$ 32,400$.

Attachments: Professional Service Agreement, Project Area Map

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August 2, 2016

Mr. Matthew J. Fineour, P.E.
Village of Pleasant Prairie
9915 39 $9^{\text {th }}$ Avenue
Pleasant Prairie, WI 53158-6504

## Re: Proposal for Professional Services

WIS 165 Intersection with I-94 Southbound Off-Ramp Traffic Signalization Project
Dear Matt:
Thank you for this opportunity to provide a quotation for professional services for the WIS 165 Intersection with I-94 Southbound Off-Ramp Traffic Signalization Project. The contents of this proposal letter spell out the Project Need, Scope of Services, Assumptions, Completion Schedule, and Fees under which this proposal is being made.

## Project Need

A recent traffic evaluation by WisDOT shows that traffic signals are warranted at the WIS 165 intersection with I-94 Southbound Off-Ramp. Funding for this project is by a Tax Incremental District (TID) which is ending next year. The funding and project close-out deadline for the TID is June 2017.

## Scope of Services

Work shall include the development of roadway plans, specifications, and estimates for the WIS 165 intersection with I-94 Southbound Off-Ramp in the Village of Pleasant Prairie.

## Information Required Prior to Design Initiation

Access to the following information is required from WisDOT prior to the start of all tasks included in this Scope of Services:

- Existing traffic signal and traffic signal interconnect plans at the WIS 165 intersection with I-94 Northbound Off-Ramp (pdf and AutoCAD format).
- Existing traffic signal interconnect fiber optic diagrams at the WIS 165 intersection with I-94 Northbound Off-Ramp (pdf and Visio format)
- WisDOT verification of truck turning templates at the WIS 165 intersection with I-94 Southbound Off-Ramp to accommodate signalized intersection operation.
- Existing survey coverage (including topo, utilities, alignment, and right-of-way) at the WIS 165 intersection with I-94 Northbound Off-Ramp. Coverage limits include up to 500' on each leg of the intersection, within the right-of-way.


## Survey

1) Coordinate with Digger's Hotline to mark all utilities in the area. Facility maps shall be obtained and missing utilities cross-checked.

Deliver excellence, vision, and responsive service to our clients.

Mr. Matthew J. Fineour, P.E.
Page 2 / August 2, 2016
2) Collect field survey data at the WIS 165 intersection with the I-94 Southbound Off-Ramp. The survey will include the following components:

- Topographic / mapping features
- Utilities
- Right-of-way
- Aligument

Limits of the field survey include up to $500^{\prime}$ on each leg of the intersection, within the existing right-ofway.

## Plans, Specifications and Estimate

1) Develop draft and final roadway plans and specifications (based on existing geometrics at the WIS 165 intersection with I-94 Southbound Off-Ramp) to be submitted to WisDOT for permit issuance, including the following deliverables:

- Permanent traffic signal and intersection lighting plans
- Traffic signal interconnect plans
- Sequence of operations
- Cable routing
- Fiber optic diagrams
- Construction details
- General notes
- Paving marking plans
- Traffic control plans
- Permanent signing plans
- Miscellaneous quantities
- Special provisions
- Standard detail drawings

2) Develop construction cost estimate for use by Village.
3) Develop conceptual layout of future intersection geometrics to determine placement of traffic sigual poles. Future intersection geometrics will be based on WisDOT Improvement Letters for Log \#3021 \& Log \#3217 (dated August 5, 2010) and Log \#150107 (dated March 31, 2015).

All designs and deliverables will be completed in accordance with WisDOT standards and MUTCD guidelines.

## Utility Coordination

1) Prepare and send project notification letter to local utilities.
2) Identify potential utility conflicts and coordinate with utilities to relocate or modify the design accordingly.

Meetings
Attend up to three (3) meetings with WisDOT and/or Village of Pleasant Prairie to discuss the design plans.

## Post-Design

R.A. Smith National will prepare the construction plans and specifications for contractor bidding through the Village's project solicitation process. Specific tasks include:

1) Prepare construction bid documents in accordance with Village standards.
2) Post bid documents on Quest.
3) Respond to bidder questions.
4) Prepare and post construction addenda.
5) Attend the pre-construction meeting.
6) Provide responses to construction questions and engineering support during construction.

It is understood that detailed project scoping discussions are ongoing with WisDOT. Additional scoping requirements may be necessary depending on the final WisDOT requirements for permit approval. All services beyond the tasks noted above will be completed on a time-and-materials basis as authorized. R.A. Smith National's 2016 Professional Fees Rate Schedule is included as an attachment to this proposal.

## Assumptions

Based on discussions with WisDOT and our knowledge of the project, the following assumptions will apply. Any change to these assumptions may result in additional fees.

- Project will be let through the Village of Pleasant Prairie construction letting process. The Village will open the bids at the Village Hall, review the bids, prepare the bid tab, and award the contract.
- Monotube signal poles and corresponding signal bases will be used.
- Non-intrusive vehicle detection will be installed on all approaches.
- No additional right-of-way or plat updates will be required to complete the design.
- No additional geometric changes are required at the intersection with this project.
- Pedestrian and bicycle facilities will not be added at the intersection with this project.
- Lighting design will be limited to luminaires installed on the traffic signal poles. The existing municipal lighting system may be impacted and require modifications by the contractor and/or Village.
- Soil borings are not required.
- Utility relocations are not required.
- An Engineering Services Agreement (ESA) between WisDOT and the Village is required for the permit application. The Village will be responsible for all costs associated with state-furnished materials, WisDOT staff field inspection, and staff review time for the permit project. R.A. Smith National can assist with obtaining the ESA from WisDOT if needed.
- Construction services are not included in this scope of services. If requested, construction services will be provided under a separate contract.


## Completion Schedule

R.A. Smith National shall submit the following deliverables according to the following schedule, provided a notice to proceed is provided by August 19, 2016:

- Draft (90\%) plans: September 30, 2016
- Final plans: October 24, 2016, contingent upon receiving all comments from the Village and/or WisDOT by October 14, 2016.

Mr. Matthew J. Fineour, P.E.
Page 4 / August 2, 2016

All deliverables will be provided in electronic format unless requested by the Village.
Based on estimated lead times for traffic signal equipment, it is recommended to advertise the project for contractor bidding by mid-November 2016 and awarded by December 31, 2016. R.A. Smith National will prepare and finalize construction bid documents based on this schedule.

## Professional Fees

R.A. Smith National shall complete the engineering services described above on a time-and-materials basis. We estimate that our total fee will not exceed $\$ 32,400$, including expenses. A breakdown of this fee can be provided upon request.

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 and return one original contract to our office.

We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.


Stephan M. Hoffmamn, P.E.
Transportation Division Director
R.A. Smith National, Inc.


John P. Bruggeman, P.E., PTOE
Project Manager

Enclosures
bth:T:\TRAFFIC\Proposals - Marketing\2016 I-94 SB \& WIS 165 Signal ProjectIEP 160802 Fineour.docx

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 for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the CLIENT. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.
3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.
4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
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. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the CLIENT fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.
7. PROFESSIONAL camot 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. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.
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. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CLIENT. Any alterations to or tampering with the files shall constitute the agreement of the CLIENT to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said CLIENT and third parties.
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. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by CLIENT.

The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.
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 Fifty Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.
11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings. PROFESSIONAL shall have the sole and exclusive right to choose the mediator. Any fees and/or expenses charged by the mediator shall be shared equally between PROFESSIONAL and CLIENT.
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. The CLIENT agrees to include a provision in all contracts with contractors and other entitles involved in this project to carry out the intent of this paragraph.
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 BUHLDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGBTS, 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 53005-5938
John P. Bruggeman, P.E., PTOE
PROFESSIONAL
Project Manager


PROJECT: WIS 165 Intersection with I-94 Southbound Off-Ramp Traffic Signalization Project

The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
CLIENT

By:
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.

Printed Name:
Title: $\qquad$ Date: $\qquad$
©2016 R.A. SMITH NATIONAL, INC.
bth:T:ITRAFFIC\Proposals - Marketingl2016 I-94 SB \& WIS 165 Signal Project|GC 160802 Fineour.docx

## PROFESSIONAL FEES RATE SCHEDULE GENERAL 2016 RATES

ENGINEERING SERVICES
2016 PER HOUR
Principal-In-Charge .....  208
Division Director .....  $\$ 181$
Senior Project Consultant .....  $\$ 165$
Senior Project Manager ..... \$148
Project Manager ..... $\$ 136$
Senior Project Engineer .....  $\$ 136$
Project Engineer .....  $\$ 129$
Civil Engineer ..... \$ 89-\$120
Engineering Technician. ..... \$ 65-\$116
Planner ..... \$ 96-\$116
Landscape Architect .....  124 - \$144
Landscape Technician. ..... \$102
Irrigation Designer .....  $\$ 132$
Ecologist ..... \$105-\$125
Senior Structural Engineer ..... \$141-\$173
Structural Engineer .....  $\$ 103$ - $\$ 130$
Structural CAD Technician .....  76 - \$103
SURVEYING SERVICES
Survey Director .....  $\$ 145$
Senior Project Manager .....  $\$ 135$
Project Manager .....  120
2-Member Field Crew GPS/Robotics. .....  $\$ 180$
Field Person GPS/Robotics ..... $\$ 125$
GPS Equipment .....  $\$ 26$
Project Surveyor .....  $\$ 105$
Survey Technician ..... \$ 75-\$100
3D Laser Scan Project Manager. ..... \$120
3D Laser Scan Technician ..... $\$ 90$
2-Member Field Crew w/Scanner ..... $\$ 270$
3-Member Field Crew w/Scanner .....  $\$ 350$
CONSTRUCTION SERVICES
Construction Services Manager ..... $\$ 146$
Construction Technician .....  78 - \$127
GIS \& VISUALIZATION SERVICES
GIS Project Manager ..... \$121-\$138
GIS Technician ..... \$ 63-\$108
Visualization Services Manager ..... \$117
Visualization Technician ..... \$ 99- \$110
IT \& ADMINISTRATIVE SERVICES
Computer Services ..... \$158
Grants Specialist. ..... \$108
Project Technician .....  75
Litigation/Expert Witness ..... \$240-\$260

Purchase Order

Fiscal Year 2016
Page 1 of 1

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

- ThS NUMBER MUST APPEAR ONAL LIVOIGES. PACIKAGES AND SIIPPING PAPERS.
Purchase
Order \#
162479-00
R.A. SMITH NATIONAL ATTN: ACCOUNTING DEPT 16745 W BLUEMOUND RD STE 200 BROOKFIELD WI 53005-5938

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


## Statewide Services, Inc.

August 3, 2016

Village of Pleasant Prairie
Attn: Vesna Savic
9915 39 ${ }^{\text {th }}$ Ave
Pleasant Prairie, WI 53158

Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: Village of Pleasant Prairie
Date of loss: 7/17/2016
Our Claim \# WM000301740154
Claimant: Peter Rush
512 S Lincoln St.
Hinsdale, IL 60521

Dear Ms. Savic,
Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the Village of Pleasant Prairie. We are in receipt of the claim submitted by Mr. Rush for damage to his vehicle allegedly caused by driving over a parking sign laying in the roadway at the Rec Plex.

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

Our denial is based on the fact that the investigation revealed no negligence on behalf of the Village. The Village did not have prior actual or constructive notice of the parking sign condition which allegedly caused this incident.

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

## Sincerely,

Sarah Bourgeois
PO Box 5555
Madison, WI 53705-0555
608-828-5439 Phone
800-854-1537 Fax
sbourgeois@statewidesvcs.com
CC: Rick Kalscheuer

## Vesna Savic

| From: | Chris Finkel |
| :--- | :--- |
| Sent: | Wednesday, July 27, 2016 4:40 PM |
| To: | Brian E. Smith; Vesna Savic |
| Subject: | FW: Tire Damage at Summer Jam - Rush Family |
| Attachments: | IMG_2179.jpg; IMG_2177.jpg; tire replacement receipt.pdf |

From: Chris Finkel
Sent: Wednesday, July 27, 2016 4:40 PM
To: Brian E. Smith; Vesna Savic
Subject: FW: Tire Damage at Summer Jam - Rush Family
Attachments:
IMG_2179.jpg; IMG_2177.jpg; tire replacement receipt.pdf

This person is looking for reimbursement for this incident.

Thanks, Chris

From: rushp@gtlaw.com [mailto:rushp@gtlaw.com]
Sent: Wednesday, July 27, 2016 4:32 PM
To: Chris Finkel [cfinkel@plprairiewi.com](mailto:cfinkel@plprairiewi.com)
Subject: Tire Damage at Summer Jam - Rush Family

Dear Chris -

Thanks for the return phone call. We were at your excellent facility for the basketball "Summer Jam" which took place a couple of weekends ago. Our son, Matt, was a member of the Mac Irvin Fire 15 U Tournament Champion Team!!

While on the premises that Sunday, we were driving around in our Ford Explorer looking for a parking spot and ended up on the road bordering the east side of the facility. Unbeknownst to us, one of the "horses" you had on the roads which directed "Event Parking" had been knocked over and was lying flat and folded on the road, right in our left tire path traveling north. We ran over the flattened sign, the horse gashed our left rear tire and immediately flattened it. There was no damage to the car, no collision with any other vehicle and no one was hurt or even near-hurt. We parked the car immediately and had to call a service to change the left rear tire. Shortly after the incident, a man from your facility with a full head of white hair came by in a pick-up truck and picked up the flattened highway horse. It was just before the 15 U Championship game.

The next day we took the damaged tire to Firestone and they told us it could not be repaired. We had to replace the tire. I attach to this email the receipt for the new tire and two photographs of the tire as damaged. All we are looking to recover is the amount on the receipt attached which was the cost of the replacement tire.

Please confirm receipt of this email.

Thank you for all of your help. My wife's name is Kathleen.
Pete Rush

[^0](630) 632-2011 - Cell
rushp@gtlaw.com- E-mail
www.gtlaw.com
GT GreenbergTraurig
ALBANY • AMSTERDAM • ATLANTA • AUSTIN • BOSTON • BERLIN* • CHICAGO • DALLAS • DELAWARE • DENVER • FORT
LAUDERDALE • HOUSTON • LAS VEGAS • LONDON* • LOS ANGELES • MEXICO CITY* • MIAMI • NEW JERSEY • NEW YORK • NORTHERN VIRGINIA • ORANGE COUNTY • ORLANDO • PALM BEACH COUNTY • PHILADELPHIA • PHOENIX • SACRAMENTO • SAN
FRANCISCO • SEOUL* • SHANGHAI • SILICON VALLEY • TALLAHASSEE • TAMPA • TEL AVIV* • TOKYO* • WARSAW* • WASHINGTON,
D.C. • WESTCHESTER COUNTY
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RUSH, PETER
512 S LINCOLN ST
HINSDALE, IL 60521-4012
630.253.3277

HINSDALE, IL. 60521-2110
2015 FORD EXPLORER LIMITED 3.5L VG Fl GAS VIN 8 DOHC Lie \#: TU 4449 IL Yin\#:
In: 07/18/16 6:52AM Mileage: 11,350 Out: 07/18/16 4:48PM

| Description | Rev Hist |  | Unit | Extended | Jolt |
| :--- | :--- | :--- | :--- | :--- | :--- |
| COURTESY CHECK | Article \# ID | Qty | Price | Price | Total |

Ed-18 Battery Inspection Results:Battery passed voltage, CCA capacity, and temperature tests
Return it to service. COURTESY CHECK

## TIRE PACKAGE

NEW TIRE WHEEL BALANCE LABOR TPMS VALVE SERVICE KIT LABOR 6-207A TPMS VALVE VS-950-15 SCRAP TIRE RECYCLING FEE LOW PROFILE TIRE INSTALLATION 7099618 HANKOOK P225/50R20

DOT\# 5MNC1AH4915
ILLINOIS TIRE FEE

## Technicians):

55 KEVIN
Payment History: MasterCard
Total Tendered
9544
253.20 93046P 253.20

I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder



Customer Signature

| Revision History: | $\begin{array}{l}\text { Rev } \\ \text { Amt }\end{array}$ |
| :--- | :--- |

1) $07 / 18 / 2016$ 10:19AM 224.50 RUSH, PETER IN PERSON Initial here to indicate you have received the Tire Warranty Maintenance and Safety Manual.

## All parts are new unless otherwise specified.

Declined Work:
FLAT REPAIR \& BALANCE 55 SERIES AND ABOVE W/TPMS (S

I acknowledge notice and oral approval of an increase in the original estimated price.


Signature or Initials

WORK ORDER \#
113772
07/18/16 04:48PM
RUSH, PETER 512 S LINCOLN ST
HINSDALE, IL 60521-4012 630.253.3277

FIRESTONE COMPLETE AUTO CARE
150 E OGDEN AVE
HINSDALE, IL. 60521-2110

SERVICE ADVISOR
01 RAMON
630.986 .8300

2015 FORD EXPLORER LIMITED
3.5L V6 FI GAS VIN 8 DOHC

LIC \# TU 4449 IL VIN \# IN 07/18/16 6:52AM

EST. MILEAGE 120,000 Recommended Services not Authorized by Customer

| Status | Description | Oty Unit Price |  |  | Extended Price |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Qty | Parts | Labor | Job Total | Cat. Total | Total |

Date: August 15, 2016
To: Michael Pollocoff, Village Administrator Members of the Pleasant Prairie Village Board

From: Chris Christenson, Communications Director
RE: Feedback received regarding Trick or Treat in 2016

Recently, through Open Village Hall, the Village shared the reasons why it has historically scheduled Trick or Treat on the Sunday afternoon before Halloween with residents and requested feedback regarding the matter. Included with this memo is a copy of the information shared and the feedback received.

Out of the 176 individuals who visited the topic online, 131 left feedback regarding the day and time for Trick or Treat. Of the 131 pieces of feedback, 63 were on-forum and 68 were off-forum ("off-forum" meaning that the respondents have not completed their registration with Open Village Hall). The feedback is summarized below.

On-forum feedback only (subscribers who have completed their registration) A tally of on-forum feedback revealed that 33 of 63 respondents prefer to have Trick or Treat on the Sunday prior to Halloween from 3:00 until 6:00 p.m. The feedback revealed that 30 of 63 respondents prefer to have Trick or Treat on Halloween from 4:00 until 7:00 p.m. One of the 30 respondents resides in the City of Kenosha, while the remaining onforum respondents reside in the Village of Pleasant Prairie.

## Both on- and off-forum feedback

A tally of both on- and off-forum feedback revealed that 71 of 131 respondents prefer to have Trick or Treat on the Sunday prior to Halloween from 3:00 until 6:00 p.m. The feedback revealed that 60 of 131 respondents prefer to have Trick or Treat on Halloween from 4:00 until 7:00 p.m. When considering off-forum feedback, please consider the possibility that there may be duplicate posts from the same individual.

Please see attached feedback.

## Trick or Treat

# All On Forum Positions grouped by position 

As of August 8, 2016, 1:55 PM



Open Village Hall is not a certified voting system or ballot box. As with any public comment process, participation in Open Village Hall is voluntary. The positions in this record are not necessarily representative of the whole population, nor do they reflect the opinions of any government agency or elected officials.

## Trick or Treat

## As of August 8, 2016, 1:55 PM, this forum had: Attendees: <br> On Forum Positions: 176 <br> All Positions: 131 <br> Hours of Public Comment: 6.6 <br> This topic started on July 13, 2016, 4:03 PM.



Open Village Hall is not a certified voting system or ballot box. As with any public comment process, participation in Open Village Hall is voluntary. The positions in this record are not necessarily representative of the whole population, nor do they reflect the opinions of any government agency or elected officials.

## All Participants who selected 'Sunday prior to Halloween from 3-6 p.m.'

Name not shown inside Pleasant Prairie
July 30, 2016, 12:25 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Why not change Sunday's hours from 4-7 p.m.? Trick or treating, atmosphere, and Halloween decor is much more fun during the later hours.

Cathy Horvath inside Pleasant Prairie
July 28, 2016, 8:07 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Every reason you gave still exists. Its lighter outside so you can see the kids, we don't have sidewalks to use and really the amount of increased traffic isn't that much of an inconvenience for 3 hours. And I would hate to be driving around in the dark to get candy for my kid. Keep it on Sunday.

CHRISTOPHER INFUSINO inside Pleasant Prairie July 27, 2016, 5:08 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Packers play at noon so 4-7 on Sunday I would like even better.

Jaymi Bohat inside Pleasant Prairie
July 26, 2016, 10:11 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Working hours and childs bedtime would be impacted greatly if done during the week. Disrupts normal routines if during the week. Weekend hours would be much more preferred.
Thank you!

Hillary Schellinger inside Pleasant Prairie
July 26, 2016, 10:10 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Please keep Trick or Treating on the Sunday PRIOR to Halloween. This arrangement works better for parents who work late during the week and this way it doesn't conflict with after school activities. An earlier start time means more daylight, which has safety benefits.

## Trick or Treat

On which day would you prefer to have Trick or Treat?

The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
People tend to be home during this time period, and there is an additional hour of daylight contributing to a safer experience.

Name not shown inside Pleasant Prairie
July 22, 2016, 4:04 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I like that it's a daylight activity that won't conflict with work or school. I also agree that evening hours with no sidewalks can allow for dangerous situations for the children residing in the village.

Sally Marianyi inside Pleasant Prairie
July 22, 2016, 12:25 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I think having it the same day as the city works better. Plus, the Village doesn't have sidewalks, so kids would be walking in the streets at the same time people would be commuting home from work if it were held on Halloween from 4-7pm and I thinks that's just asking for trouble.

Gretchen Rasch inside Pleasant Prairie
July 21, 2016, 8:49 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie
July 21, 2016, 7:34 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
When I was a kid, trick or treating was always on Halloween night. I went without parents, and there were never concerns about danger. That was how I grew up, and it was always great. However, the world today is very different than it was back when I was a kid. There are too many risk factors in today's world (distracted drivers on their cell phones, child abduction, etc.). Parental guidance is a necessity when is comes to trick or treating with young children. Since most parents work during the day, the last thing that they probably want to do is go out in the dark so that their kids can get candy. I am a working parent of a young child, and the only practical option for our family to go trick or treating if it is on a weekend.

The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
cynthia salminen inside Pleasant Prairie
July 21, 2016, 12:30 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I would prefer more time 2 to 6 people cant always do it at 3 or be out till 6 which cheats the kids.

Name not shown inside Pleasant Prairie
July 20, 2016, 8:10 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie
July 20, 2016, 7:01 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
While I am a traditionalist for Halloween, the lack of sidewalks in most PI Pr areas, particularly to the West, is problematic. Roads such as Wilmot Rd are dangerous on normal weekdays $4-7 \mathrm{pm}$ when you are driving. Children crossing such roads between developments would be especially at risk. This year it is almost a mute point since the Sunday before is only 1 day from traditional Halloween.

Name not shown inside Pleasant Prairie
July 20, 2016, 10:18 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Sunday is better. Parents are at home and doesn't conflict with other cities' trick or treats.

Name not shown inside Pleasant Prairie
July 20, 2016, 9:53 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I believe Sunday is better for parents that work outside of the home.

Name not shown inside Pleasant Prairie
July 20, 2016, 8:39 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie
July 19, 2016, 6:53 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Joseph Kadamian inside Pleasant Prairie
July 18, 2016, 8:59 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Much safer for children to trick or treat during daylight.

Name not shown inside Pleasant Prairie
July 18, 2016, 8:37 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie
July 18, 2016, 5:30 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I prefer the Sunday because of safety concerns and also because I am more apt to be home during these hours. Most people are not home from work until after 5 or 6 .

Name not shown inside Pleasant Prairie
July 18, 2016, 4:15 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I've been living here in Pleasant Prairie now for the last 14 years now, we use to live in Chicago and Halloween was always on Halloween but it makes sense having it on the Sunday before, especially since we don't have sidewalks, and the safety of the children are more important, so what if have to deal with outside kids coming into our neighborhood.

Name not shown inside Pleasant Prairie
July 18, 2016, 2:25 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?

The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Tying Trick or Treat to Halloween evening each year can be logistically challenging. These days, we have more and more two income households or ones where a single parent is working until 5 pm or later.

The Sunday prior (unless it falls on a weekend) really does make the most sense.

Name not shown inside Pleasant Prairie
July 18, 2016, 12:10 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Keep is safe for kids... If the kids complain its not on the actual date, they are probably too old to "Trick or Treat" anyway.

Name not shown inside Pleasant Prairie
July 18, 2016, 9:13 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Once upon a time it was safe and friendly to trick or treat on Oct 31 in the evening. In today's world it is NOT SAFE nor friendly to do so. Parents of young children need to escort their children out for this activity. I think organized Halloween parties would be best for everyone. Old memories of dressing up and going door to door asking for treats may have seemed innocent \& fun for some people, but there is too much anger and violence in today's world. Therefore the safest route for this activity is Sunday afternoon from 3-6 pm.( Before dark.)

Name not shown inside Pleasant Prairie
July 18, 2016, 9:10 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Keep it the Sunday prior to Halloween...we do not need our children out walking the streets with all the turmoil \& violence in this world we live in today. Also the day of Halloween is usually filled with so many school activities and parties and would take away from trick or treating if it was held that day.

Name not shown inside Pleasant Prairie
July 18, 2016, 7:53 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I used to think this was ridiculous before I had kids, but being a parent that works almost an hour away, there is no way I could get home in time to get them ready and out the door on time to trick or treat. I do not have an understanding boss so my kids would miss out. The Sunday before has been a Godsend. I think it is necessary for working parents.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Sunday afternoon is least disruptive for homeowners and SAFEST for the children doing the trick-or-treating. Most parents do not work on Sunday afternoon and will be free to accompany their child on his/her trick-ortreating adventure.

Name not shown inside Pleasant Prairie
July 18, 2016, 7:28 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I agree that trick-or-treat should remain on Sundays from 3-6. If we moved it to $10 / 31$, most years would fall on a weekday meaning that kids are in school and parents are working. The Pleasant Prairie elementary schools and middle schools don't get out until almost 4:00 and if kids ride the bus, it's even later. To start trick-or-treat at $4: 00$ would be problematic for most of us. Then add in the challenge of getting home from work in time and it's even more difficult. I would recommend leaving it on Sunday. Thanks!

Name not shown inside Pleasant Prairie
July 18, 2016, 7:05 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

## All Participants who selected 'On Halloween from 4-7 p.m.'

Name not shown inside Pleasant Prairie
July 28, 2016, 11:15 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Have it the same day and time as Kenosha.

Name not shown inside Pleasant Prairie
July 26, 2016, 10:34 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie
July 25, 2016, 6:55 PM
On Halloween Evening from 4:00 until 7:00 p.m.
The difference between Sunday and Monday is one hour, keep trick or treating on halloween. If you're worried about it being dangerous, you should be supervising your child.

Name not shown inside Pleasant Prairie
July 25, 2016, 2:08 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie
July 25, 2016, 7:40 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Michelle Andersen inside Pleasant Prairie
July 24, 2016, 3:59 PM

On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie
July 24, 2016, 12:36 PM
On Halloween Evening from 4:00 until 7:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
Prefer the same time as Kenosha please!!

Name not shown inside Pleasant Prairie
July 24, 2016, 11:55 AM
On Halloween Evening from 4:00 until 7:00 p.m.
When you have two separate times for trick or treating, people drop their kids off by the carloads so they can trick or treat as much as they can .. They are not only from different neighborhoods, they are from different STATES!! I don't recognize any of these kids, and run out of candy before any of my neighbors' kids come around.

Rebecca Reilly inside Pleasant Prairie
July 24, 2016, 7:57 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Let the kids have some fun celebrating the festivities of halloween on the day of Halloween!
mark heinzen inside Pleasant Prairie
On Halloween Evening from 4:00 until 7:00 p.m.
Keeping the same date and times as the city maintains consistency in a variety of ways, particularly with schools so that they can schedule internal parties in conjunction with public trick or treating. And the later hours helps displays with exterior illumination.

John Weston outside Pleasant Prairie
July 22, 2016, 11:03 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Ashleigh Richmond inside Pleasant Prairie
On Halloween Evening from 4:00 until 7:00 p.m.

July 22, 2016, 7:56 PM
On Halloween Evening from 4:00 until 7:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
It Is Halloween for a reason! Keep it on the designated date! Before we know it someone will want to change the 4th of July!

Name not shown inside Pleasant Prairie
July 22, 2016, 8:48 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Keeping it on the actual Holiday itself is a tradition.

Name not shown inside Pleasant Prairie
July 21, 2016, 9:39 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie
July 21, 2016, 11:42 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie
July 20, 2016, 11:12 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie
July 20, 2016, 10:44 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie
On Halloween Evening from 4:00 until 7:00 p.m.
My neighborhood is primarily Kenosha with a few streets that are the village. This has made for an unenjoyable trick or treat experience the last few years. I prefer that the Village and City establish the same trick or treat times.

Name not shown inside Pleasant Prairie
July 20, 2016, 10:09 AM

## Trick or Treat

On which day would you prefer to have Trick or Treat?

On Halloween Evening from 4:00 until 7:00 p.m.
Trick or treating is the only way we celebrate Halloween.

Name not shown inside Pleasant Prairie
July 20, 2016, 8:27 AM
On Halloween Evening from 4:00 until 7:00 p.m.
For those of us in Pleasant Prairie that border Kenosha, it's so much easier having trick or treat hours that are the same as Kenosha. Put the fun back in Halloween and have trick or treating on Halloween. NO child should be going without a parent, so safety is up to the parents.

Beth Smith inside Pleasant Prairie
July 18, 2016, 7:35 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie
July 18, 2016, 4:57 PM
On Halloween Evening from 4:00 until 7:00 p.m.
It makes sense to have it on the Holiday. Kids need a safe organized activity.

## Lianna Croft inside Pleasant Prairie

July 18, 2016, 4:53 PM
On Halloween Evening from 4:00 until 7:00 p.m.
There are other communities around Wisconsin (Waukesha, for one) that have gone back to having Trick or Treat on Halloween night. I believe it's much more fun for the kids to do it this way. The only down side is that all the kids who have been doing it in the Village on the Sunday prior, and then going across the border to Trick or Treat in Illinois on Halloween evening, won't get as much candy! Thanks for the opportunity to provide feedback.

On Halloween Evening from 4:00 until 7:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
On Halloween Evening from 4:00 until 7:00 p.m.
It's just not the same if it's not on Halloween

Bryan Erickson inside Pleasant Prairie
July 18, 2016, 1:23 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie July 18, 2016, 7:10 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie
July 18, 2016, 6:33 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie
July 18, 2016, 6:08 AM On Halloween Evening from 4:00 until 7:00 p.m.

Although it is nice to have it on the weekend you definitely need to coordinate with the city

## Trick or Treat

## All Positions grouped by position

As of August 8, 2016, 1:57 PM



Open Village Hall is not a certified voting system or ballot box. As with any public comment process, participation in Open Village Hall is voluntary. The positions in this record are not necessarily representative of the whole population, nor do they reflect the opinions of any government agency or elected officials.

## Trick or Treat

## As of August 8, 2016, 1:57 PM, this forum had: Attendees: 176 <br> All Positions: <br> 131 <br> Hours of Public Comment: <br> 6.6 <br> This topic started on July 13, 2016, 4:03 PM.



Total: 131

Open Village Hall is not a certified voting system or ballot box. As with any public comment process, participation in Open Village Hall is voluntary. The positions in this record are not necessarily representative of the whole population, nor do they reflect the opinions of any government agency or elected officials.

## All Participants who selected 'On Halloween from 4-7 p.m.'

Name not available (unclaimed)
August 3, 2016, 8:25 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown (unverified)
July 28, 2016, 9:14 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 28, 2016, 11:15 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Have it the same day and time as Kenosha.

Name not shown inside Pleasant Prairie (unverified)
July 27, 2016, 10:08 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Halloween is just another day when trick or treating is on the Sunday before...nothing special at all for kids. Also, I do not appreciate the car loads of kids that come to my neighborhood on Sunday. Makes me not even want to be home. In fact, we skipped it the last few years and took my daughter out on Halloween. She loved it! Bring back Halloween.

Name not available (unclaimed)
July 27, 2016, 10:06 AM
On Halloween Evening from 4:00 until 7:00 p.m.
When trick or treating is not on Halloween...Halloween is just another day, nothing special at all for kids. I also do not appreciate the carloads of kids that come to my neighborhood on the Sunday prior. I have taken my daughter to Kenosha on Halloween at night and she LOVED it. Me too!

Name not available (unclaimed)
July 26, 2016, 3:08 PM
On Halloween Evening from 4:00 until 7:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?

On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 25, 2016, 6:55 PM
On Halloween Evening from 4:00 until 7:00 p.m.
The difference between Sunday and Monday is one hour, keep trick or treating on halloween. If you're worried about it being dangerous, you should be supervising your child.

Name not shown inside Pleasant Prairie (on forum)
July 25, 2016, 2:08 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not available (unclaimed)
July 25, 2016, 7:45 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 25, 2016, 7:40 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Michelle Andersen inside Pleasant Prairie (on forum)
July 24, 2016, 3:59 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
On Halloween Evening from 4:00 until 7:00 p.m.
Prefer the same time as Kenosha please!!

Name not shown inside Pleasant Prairie (on forum)
July 24, 2016, 11:55 AM
On Halloween Evening from 4:00 until 7:00 p.m.
When you have two separate times for trick or treating, people drop their kids off by the carloads so they can

## Trick or Treat

On which day would you prefer to have Trick or Treat?
trick or treat as much as they can .. They are not only from different neighborhoods, they are from different STATES!! I don't recognize any of these kids, and run out of candy before any of my neighbors' kids come around.

Rebecca Reilly inside Pleasant Prairie (on forum)
July 24, 2016, 7:57 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Let the kids have some fun celebrating the festivities of halloween on the day of Halloween!

Name not available (unclaimed)
July 24, 2016, 7:54 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Let's try and keep the tradition to Halloween. I would like to think parents in our Village will accompany their children in order to keep them in a safe, community environment.
mark heinzen inside Pleasant Prairie (on forum)
July 23, 2016, 12:23 PM
On Halloween Evening from 4:00 until 7:00 p.m.
Keeping the same date and times as the city maintains consistency in a variety of ways, particularly with schools so that they can schedule internal parties in conjunction with public trick or treating. And the later hours helps displays with exterior illumination.

John Weston outside Pleasant Prairie (on forum)
July 22, 2016, 11:03 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Ashleigh Richmond inside Pleasant Prairie (on forum)
July 22, 2016, 8:20 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Alice Andreassen inside Pleasant Prairie (on forum)
July 22, 2016, 7:56 PM
On Halloween Evening from 4:00 until 7:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?

It Is Halloween for a reason! Keep it on the designated date! Before we know it someone will want to change the 4th of July!

Name not shown inside Pleasant Prairie (on forum)
July 22, 2016, 8:48 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Keeping it on the actual Holiday itself is a tradition.

Name not shown inside Pleasant Prairie (on forum)
July 21, 2016, 9:39 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not available (unclaimed) July 21, 2016, 9:38 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 21, 2016, 11:42 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Name not available (unclaimed)
July 21, 2016, 8:36 AM

On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
On Halloween Evening from 4:00 until 7:00 p.m.

Name not available (unclaimed)
On Halloween Evening from 4:00 until 7:00 p.m.
Less confusion and more consistency for the kids

July 20, 2016, 1:45 PM

## Trick or Treat

On which day would you prefer to have Trick or Treat?

On Halloween Evening from 4:00 until 7:00 p.m.

Name not available (unclaimed)
July 20, 2016, 1:29 PM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 20, 2016, 10:44 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not available (unclaimed)
July 20, 2016, 10:42 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not available (unclaimed)
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 20, 2016, 10:14 AM
On Halloween Evening from 4:00 until 7:00 p.m.
My neighborhood is primarily Kenosha with a few streets that are the village. This has made for an unenjoyable trick or treat experience the last few years. I prefer that the Village and City establish the same trick or treat times.

Name not shown inside Pleasant Prairie (on forum)
July 20, 2016, 10:09 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Trick or treating is the only way we celebrate Halloween.

Name not available (unclaimed)
July 20, 2016, 9:19 AM
On Halloween Evening from 4:00 until 7:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?

On Halloween Evening from 4:00 until 7:00 p.m.

Name not available (unclaimed)
July 20, 2016, 8:47 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Trick or Treat should take place on Halloween as it was originally intended.

Name not available (unclaimed)
July 20, 2016, 8:31 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 20, 2016, 8:27 AM
On Halloween Evening from 4:00 until 7:00 p.m.
For those of us in Pleasant Prairie that border Kenosha, it's so much easier having trick or treat hours that are the same as Kenosha. Put the fun back in Halloween and have trick or treating on Halloween. NO child should be going without a parent, so safety is up to the parents.

Name not available (unclaimed)
July 20, 2016, 8:11 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Its Halloween, let the kids have some fun on a school night. We are adults and can adjust!

Name not shown inside Pleasant Prairie (unverified)
July 20, 2016, 7:07 AM
On Halloween Evening from 4:00 until 7:00 p.m.
It feels more like Halloween, and Sundays are nice to enjoy watching football and spending time with family. Not opening the door for the hundreds of carloads of kids you don't know getting dropped off in front of our house.

Name not available (unclaimed)
July 19, 2016, 9:31 AM
On Halloween Evening from 4:00 until 7:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?

On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 4:57 PM
On Halloween Evening from 4:00 until 7:00 p.m.
It makes sense to have it on the Holiday. Kids need a safe organized activity.

Lianna Croft inside Pleasant Prairie (on forum)
July 18, 2016, 4:53 PM
On Halloween Evening from 4:00 until 7:00 p.m.
There are other communities around Wisconsin (Waukesha, for one) that have gone back to having Trick or Treat on Halloween night. I believe it's much more fun for the kids to do it this way. The only down side is that all the kids who have been doing it in the Village on the Sunday prior, and then going across the border to Trick or Treat in Illinois on Halloween evening, won't get as much candy! Thanks for the opportunity to provide feedback.

Name not shown inside Pleasant Prairie (on forum)
On Halloween Evening from 4:00 until 7:00 p.m.

July 18, 2016, 4:18 PM

Name not available (unclaimed)
On Halloween Evening from 4:00 until 7:00 p.m.

July 18, 2016, 3:59 PM

Name not available (unclaimed)
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
On Halloween Evening from 4:00 until 7:00 p.m.
It's just not the same if it's not on Halloween

Name not available (unclaimed)
July 18, 2016, 2:35 PM

## Trick or Treat

On which day would you prefer to have Trick or Treat?

On Halloween Evening from 4:00 until 7:00 p.m.
It's just not the same if it's not done on Halloween

Name not available (unclaimed) July 18, 2016, 1:42 PM
On Halloween Evening from 4:00 until 7:00 p.m.
Halloween should be in the dark!

Bryan Erickson inside Pleasant Prairie (on forum)
July 18, 2016, 1:23 PM
On Halloween Evening from 4:00 until 7:00 p.m.

## Name not available (unclaimed)

On Halloween Evening from 4:00 until 7:00 p.m.
Name not available (unclaimed)
July 18, 2016, 9:19 AM

On Halloween Evening from 4:00 until 7:00 p.m.
July 18, 2016, 11:07 AM
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Name not available (unclaimed)
On Halloween Evening from 4:00 until 7:00 p.m.

Name not available (unclaimed)
July 18, 2016, 8:52 AM

On Halloween Evening from 4:00 until 7:00 p.m.

> Name not shown inside Pleasant Prairie (on forum)

July 18, 2016, 7:10 AM
On Halloween Evening from 4:00 until 7:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 6:33 AM
On Halloween Evening from 4:00 until 7:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 6:08 AM
On Halloween Evening from 4:00 until 7:00 p.m.
Although it is nice to have it on the weekend you definitely need to coordinate with the city

## All Participants who selected 'Sunday prior to Halloween from 3-6 p.m.'

Name not shown inside Pleasant Prairie (on forum)
July 30, 2016, 12:25 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Why not change Sunday's hours from 4-7 p.m.? Trick or treating, atmosphere, and Halloween decor is much more fun during the later hours.

Cathy Horvath inside Pleasant Prairie (on forum)
July 28, 2016, 8:07 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Every reason you gave still exists. Its lighter outside so you can see the kids, we don't have sidewalks to use and really the amount of increased traffic isn't that much of an inconvenience for 3 hours. And I would hate to be driving around in the dark to get candy for my kid. Keep it on Sunday.

Name not available (unclaimed)
July 28, 2016, 7:11 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I work during the week so the Sunday before Halloween would be a preferred.

Name not available (unclaimed)
July 28, 2016, 11:09 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I think having two days to choose from is a great option. Not only does this work for bad weather on one day it helps those children who are from split homes enjoy the holiday with both parents. For example children of split homes often have to share holidays on even/odd years at least with this option they can go with Mom one day, and Dad the next available date. :)

Name not available (unclaimed)
July 28, 2016, 11:06 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I think it is nice to have two days to choose from for trick or treating. For example, the children that come from split homes often have to share holidays with the other parent leaving one to miss out on the event. I think

## Trick or Treat

On which day would you prefer to have Trick or Treat?
having the two dates not only helps families in situations as mentioned but it also gives some kids the opportunity to go twice! Especially if weather was not so great on one day or the other!

CHRISTOPHER INFUSINO inside Pleasant Prairie (on forum)
July 27, 2016, 5:08 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Packers play at noon so 4-7 on Sunday I would like even better.

Name not available (unclaimed)
July 27, 2016, 12:38 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Jaymi Bohat inside Pleasant Prairie (on forum)
July 26, 2016, 10:11 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Working hours and childs bedtime would be impacted greatly if done during the week. Disrupts normal routines if during the week. Weekend hours would be much more preferred.
Thank you!

Hillary Schellinger inside Pleasant Prairie (on forum)
July 26, 2016, 10:10 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Please keep Trick or Treating on the Sunday PRIOR to Halloween. This arrangement works better for parents who work late during the week and this way it doesn't conflict with after school activities. An earlier start time means more daylight, which has safety benefits.

Name not shown inside Pleasant Prairie (on forum)
July 23, 2016, 5:31 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
People tend to be home during this time period, and there is an additional hour of daylight contributing to a safer experience.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
This daytime hours are so much safer for the children.

Name not available (unclaimed)
July 22, 2016, 5:27 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Getting home before 4 pm on a work day would be very difficult. Also our area doesn't have sidewalks and we get approximately 200-250 kids on the Sunday trick or treating. That would be very dangerous at night without sidewalks.

Name not available (unclaimed)
July 22, 2016, 4:32 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 22, 2016, 4:04 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I like that it's a daylight activity that won't conflict with work or school. I also agree that evening hours with no sidewalks can allow for dangerous situations for the children residing in the village.

Sally Marianyi inside Pleasant Prairie (on forum)
July 22, 2016, 12:25 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I think having it the same day as the city works better. Plus, the Village doesn't have sidewalks, so kids would be walking in the streets at the same time people would be commuting home from work if it were held on Halloween from 4-7pm and I thinks that's just asking for trouble.

The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?

The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
When I was a kid, trick or treating was always on Halloween night. I went without parents, and there were never concerns about danger. That was how I grew up, and it was always great. However, the world today is very different than it was back when I was a kid. There are too many risk factors in today's world (distracted drivers on their cell phones, child abduction, etc.). Parental guidance is a necessity when is comes to trick or treating with young children. Since most parents work during the day, the last thing that they probably want to do is go out in the dark so that their kids can get candy. I am a working parent of a young child, and the only practical option for our family to go trick or treating if it is on a weekend.

Name not shown inside Pleasant Prairie (on forum)
July 21, 2016, 6:12 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 21, 2016, 5:24 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 21, 2016, 5:04 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 21, 2016, 12:36 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
My north property line is the city village border line. The last several years we have had virtually no trick or treaters come to our door. Houses in this area are fairly close together and close to the avenue with no sidewalk or parking lane. Safety first on this one. It would not bother us should there be no trick or treating at all.
cynthia salminen inside Pleasant Prairie (on forum)
July 21, 2016, 12:30 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I would prefer more time 2 to 6 people cant always do it at 3 or be out till 6 which cheats the kids.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 20, 2016, 10:23 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 20, 2016, 8:10 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 20, 2016, 7:01 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
While I am a traditionalist for Halloween, the lack of sidewalks in most PI Pr areas, particularly to the West, is problematic. Roads such as Wilmot Rd are dangerous on normal weekdays $4-7 \mathrm{pm}$ when you are driving. Children crossing such roads between developments would be especially at risk. This year it is almost a mute point since the Sunday before is only 1 day from traditional Halloween.

Name not available (unclaimed)
July 20, 2016, 2:53 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Name not available (unclaimed)
July 20, 2016, 2:51 PM

The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 20, 2016, 2:21 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 20, 2016, 1:44 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I'd like to see it the same time and day as the city of Kenosha.

Name not available (unclaimed)
July 20, 2016, 12:14 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Saturday before Halloween would be great! 3-6 pm are good hours if Trick or Treating doesn't fall on a weekday. If Halloween falls on a weekday and that is when Trick or Treating takes place, many kids are just getting home from school at 4 pm and most working parents are not home at that time. I would keep it on the weekends for that reason alone.

Name not available (unclaimed)
July 20, 2016, 10:49 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (unverified)
July 20, 2016, 10:22 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Keep it on Sunday because of no sidewalks, people not being home from work until after 5 or 6 pm, and it feels more like a neighborhood experience on Sunday.

Name not shown inside Pleasant Prairie (on forum)
July 20, 2016, 10:18 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Sunday is better. Parents are at home and doesn't conflict with other cities' trick or treats.

Name not available (unclaimed)
July 20, 2016, 10:13 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 20, 2016, 9:53 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?

I believe Sunday is better for parents that work outside of the home.

Name not available (unclaimed)
July 20, 2016, 9:07 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 20, 2016, 8:41 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 20, 2016, 8:39 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 20, 2016, 8:11 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 20, 2016, 8:11 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Name not available (unclaimed)
July 19, 2016, 8:57 AM

The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 19, 2016, 8:38 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 19, 2016, 6:53 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 18, 2016, 9:03 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Joseph Kadamian inside Pleasant Prairie (on forum)
July 18, 2016, 8:59 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Much safer for children to trick or treat during daylight.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 8:37 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 18, 2016, 7:38 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 18, 2016, 5:34 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 5:30 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I prefer the Sunday because of safety concerns and also because I am more apt to be home during these hours. Most people are not home from work until after 5 or 6 .

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 4:15 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I've been living here in Pleasant Prairie now for the last 14 years now, we use to live in Chicago and Halloween

## Trick or Treat

On which day would you prefer to have Trick or Treat?
was always on Halloween but it makes sense having it on the Sunday before, especially since we don't have sidewalks, and the safety of the children are more important, so what if have to deal with outside kids coming into our neighborhood.
Name not available (unclaimed)
July 18, 2016, 2:58 PM

The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 2:25 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not available (unclaimed)
July 18, 2016, 1:48 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 1:12 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Tying Trick or Treat to Halloween evening each year can be logistically challenging. These days, we have more and more two income households or ones where a single parent is working until 5 pm or later.

The Sunday prior (unless it falls on a weekend) really does make the most sense.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 12:10 PM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Keep is safe for kids... If the kids complain its not on the actual date, they are probably too old to "Trick or Treat" anyway.

Name not available (unclaimed)
July 18, 2016, 10:54 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Once upon a time it was safe and friendly to trick or treat on Oct 31 in the evening. In today's world it is NOT SAFE nor friendly to do so. Parents of young children need to escort their children out for this activity. I think organized Halloween parties would be best for everyone. Old memories of dressing up and going door to door asking for treats may have seemed innocent \& fun for some people, but there is too much anger and violence in today's world. Therefore the safest route for this activity is Sunday afternoon from 3-6 pm.( Before dark.)

Name not shown inside Pleasant Prairie (unverified)
July 18, 2016, 9:11 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 9:10 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Keep it the Sunday prior to Halloween...we do not need our children out walking the streets with all the turmoil \& violence in this world we live in today. Also the day of Halloween is usually filled with so many school activities and parties and would take away from trick or treating if it was held that day.

Name not available (unverified)
July 18, 2016, 8:12 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 7:53 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I used to think this was ridiculous before I had kids, but being a parent that works almost an hour away, there is no way I could get home in time to get them ready and out the door on time to trick or treat. I do not have an understanding boss so my kids would miss out. The Sunday before has been a Godsend. I think it is necessary for working parents.

Name not available (unclaimed)
July 18, 2016, 7:44 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Halloween is a Monday night this year, beginning of work week. When Halloween falls on a weekend - it should be on Halloween. If not, then it should stay on Sunday.

## Trick or Treat

On which day would you prefer to have Trick or Treat?

The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Sunday afternoon is least disruptive for homeowners and SAFEST for the children doing the trick-or-treating. Most parents do not work on Sunday afternoon and will be free to accompany their child on his/her trick-ortreating adventure.

Name not available (unclaimed)
July 18, 2016, 7:37 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Sunday afternoon is least disruptive to homeowners and SAFEST for the children; on Sunday afternoon most parents are not working and are free to walk along with their young children as they trick-or-treat.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 7:28 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
I agree that trick-or-treat should remain on Sundays from 3-6. If we moved it to $10 / 31$, most years would fall on a weekday meaning that kids are in school and parents are working. The Pleasant Prairie elementary schools and middle schools don't get out until almost 4:00 and if kids ride the bus, it's even later. To start trick-or-treat at 4:00 would be problematic for most of us. Then add in the challenge of getting home from work in time and it's even more difficult. I would recommend leaving it on Sunday. Thanks!

Name not available (unclaimed)
July 18, 2016, 7:25 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.
Agree that we should keep it on the Sunday prior to Halloween from 3-6. Having trick or treat on Halloween (and during the week in most cases) makes it very difficult for people to get home from school, work, etc. in time for trick or treating. Our kids go to Pleasant Prairie Elementary and Mahone and they get out of school just before 4:00. If they take the bus it's more like 4:30. I think the other Pleasant Prairie schools have similar schedules. To have trick-or-treat during the week and starting it at 4:00 would be very problematic for a lot of the residents.

Name not shown inside Pleasant Prairie (on forum)
July 18, 2016, 7:05 AM
The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.

## Trick or Treat

On which day would you prefer to have Trick or Treat?

The Sunday prior to Halloween from 3:00 p.m. until 6:00 p.m.


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