



Village of Mount Pleasant

VILLAGE BOARD

Meeting Agenda

January 13, 2020 | 6:30 PM
Village Hall – Ebe Auditorium
8811 Campus Drive

1. Pledge of Allegiance
2. Call to Order & Roll Call
3. Discussion regarding Memorandum of Understanding with Root Pike Win, Racine County, and Village of Mount Pleasant relating to Lamparek Ditch
4. Public Comment and Input

Members of the public are welcome to provide comments on any matter. Please fill out a comment form, and the President will recognize you. Use the microphone and state your name and address for the public record. Comments are limited to three (3) minutes

CONSENT AGENDA - TRUSTEE HEWITT

Items listed under consent agenda will be approved in one motion without discussion unless any Board member requests that an item be removed for individual discussion. That item then can be considered at an appropriate time during the Board's regular order of business or under New Business.

- a. Approval of the Village Board Meeting minutes of December 2, 2019, December 9, 2019 and December 16, 2019
- b. Approval of Check Registry 12/03/19 – 1/6/20
- c. Approval of applications for New Operators Licenses as listed

COMMUNITY DEVELOPMENT - TRUSTEE BHATIA

PUBLIC WORKS - TRUSTEE HAVN

1. Discussion and possible action on Resolution 1-2020 Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefitted Properties in Mount Pleasant on Howe Street from 23rd Street to 24th Street
2. Discussion and possible action on Resolution 2-2020 – A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers for New Curb and Gutter Construction on Both Sides of Emmertsen Road from STH 20 to North 630' of 16th Street
3. Discussion and possible action on the Award of Contract – DPW Mezzanine Office Expansion
4. Discussion and possible action on Resolution 3-2020 – A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers for New Curb and Gutter Construction on Both Sides of 16th Street from Oakes Road to STH 31 and on Both Sides of Emmertsen Road from 16th Street to 630' North of 16th Street

PLAN COMMISSION - TRUSTEE HEWITT

PUBLIC SAFETY - TRUSTEE EASTMAN

FINANCE/LEGAL/LICENSING- TRUSTEE CLAUSEN

1. Discussion and possible action on the Medicare Audit Service Contract – Budget Resolution 4-2020
2. Discussion and possible action on Amended Memorandum of Understanding between the Village of Mount Pleasant and Adams Street Development, LLC

PERSONNEL/HUMAN RESOURCES - TRUSTEE FEEST

TOURISM, PARKS & RECREATION AND CIVIC AFFAIRS - TRUSTEE CLAUSEN

REPORTS:

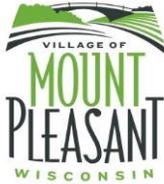
1. Village President:
2. Village Trustees
 - Trustee Havn - Storm Water Project Update

3. Village Administrator - None
4. Village Attorney - None
5. Project Director – None
6. Village Staff - None
7. Announcements/recognition of Village residents and employees, memorials, and non-political community events

5. ADJOURN

Request for persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Administrator or Clerk's Office (262) 664-7800 with as much advance notice as possible.

Posted: Thursday, January 9, 2020 at 1:30 pm



Memorandum of Understanding (MOU) for the Group creation of The Path to Wisconn Valley

This Memorandum of Understanding (MOU) is entered into by and between the following entities, also known as “The Group”: Village of Mount Pleasant, Wisconsin; Racine County, Wisconsin; and Root-Pike Watershed Initiative Network (WIN).

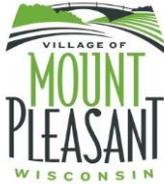
The Group seeks to restore, protect and sustain an approximately mile-long corridor in and around the Lamparek Ditch that flows through Area 3 of the Foxconn development in the Village of Mount Pleasant (Area 3) from CTH H to 90th S and on to the North Branch of the Pike River. The corridor may include wetlands, riparian buffer restorations, stream bank and channel alterations, and storm water management features. The corridor may include other features to be determined and approved by The Group later. The restoration and enhancement of this water quality and wellness corridor, called “The Path to Wisconn Valley”, will be known in this MOU as “The Project”.

Vision

The Group agrees that the vision of The Project is to restore a polluted Pike River tributary and create a recreational path and natural area for the public to enjoy. The path would serve many positive and overlapping functions including: water quality improvement, increased habitats for a variety of native species, recreational trails for various wellness activities, additional stormwater functionality, aesthetically pleasing views that enhance user experiences, a case study in good government stewardship, and a stunning example of public partnership in southeastern Wisconsin, and beyond.

Purpose

The purpose of this MOU is to establish the collaboration framework for The Group to plan, design, construct/restore, and maintain The Project – a win/win water quality and wellness corridor.



Scope

Each of The Group members agree to participate in The Project, to undertake planning, funding (subject to the fiduciary and statutory obligations of each member), design, implementation and maintenance activities as outlined in this MOU. The proposed corridor will be approximately 300-feet in width along the Lamparek Creek from CTH H to the North Branch of the Pike River. The Group agrees that The Project dimensions may vary to accommodate special geographic features and contours, soil types, mitigation requirements, development constraints, funding opportunities, or other land planning considerations.

The Project will predominately run parallel to the planned ATC transmission line without impacting the line's construction, maintenance and access path. The access path may be incorporated into the overall design of The Project but will not inhibit the progress of The Project, should the access path be restricted to private use by ATC. The Group agrees that possible future integration of Area 3's stormwater management into The Project could advance the goal of ensuring the Lamparek Ditch has a consistent low flow. With more than a century of negative agricultural affects to hydrology and habitat, the Lamparek Ditch's inconsistent flow of water is identified in both the Pike River Watershed Restoration Plan (2014) and the City of Racine's Water Quality Report for the Pike River (2016) as a habitat issue and subsequent "poor" Fish Biotic Index (FBI) scores.

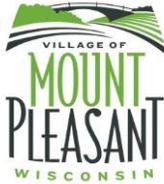
In addition, The Group agrees that some effort should be made to re-meander the stream channel in an effort to improve the low dissolved oxygen scores documented in the City of Racine's report and benefit a variety of aquatic species. Finally, The Group agrees to work towards a complete, continuous path to the North Branch of the Pike River.

Intended Use

The Group understands that the Lamparek Ditch corridor had well-documented water quality, storm water management, and habitat degradation issues years before the Foxconn development commenced and was conceived. Hence, The Group agrees that The Project is a "win/win" partnership primarily intended to:

- 1) Improve water quality in the Lamparek Ditch in order to positively impact the Pike River;
- 2) Enhance habitat conditions in order to increase native terrestrial and aquatic species;
- 3) Provide public trails and natural spaces for various recreational and passive uses to ultimately connect to the Pike River Pathway being created along the Pike River's North Branch;
- 4) Demonstrate "win/win" to other municipalities and future developments in SE Wisconsin; and
- 5) Meet or exceed the Village of Mount Pleasant's reasonable objectives for protecting stream buffers.

Water quality, stormwater issues, and habitat impacts have been documented in the Pike River Watershed Restoration Plan and the City of Racine's Water Quality Report . The restoration of the Lamparek Ditch is defined as "critical" in the Pike River Plan, and had the highest E.coli loading during 2012-2014 according to the City of Racine report. The Project includes a number of the Pike River Plan's parcel-specific recommendations that could be incorporated into the Lamparek Ditch's masterplan. The Project's path is intended for public use and may be connected to the Pike River Pathway along the North Branch. The Project's path also would be considered part of the Rails-to-Trails' "Route of the Badger" initiative in Southeastern Wisconsin.



Roles

The Village of Mount Pleasant will serve as the lead Group member and final decision-maker with regard to planning, design and implementation of The Project. The Village of Mount Pleasant understands that such decisions must remain in accordance with all applicable ordinances, regulations and previously-agreed upon terms in regard to Area 3. The Village of Mount Pleasant may provide financial, legal, construction, maintenance or other assistance to The Project and/or other Group members if requested and where it is deemed appropriate to plan, create and maintain The Project. The Village of Mount Pleasant will make all decisions related to the mitigation of wetlands, which have been delineated on the site, but may seek the advice of The Group, in those planning and design decisions, as has occurred with The Group already. The Village of Mount Pleasant also agrees to include The Group in the discussions concerning planning and integration of storm water infrastructure where it may or may not impact the Lamparek Ditch, its riparian corridor, and ultimately the Pike River.

The Village of Mount Pleasant also agrees to be the owner of The Project area when the construction and restoration is complete, and in accordance with all applicable Village, Wisconsin Department of Natural Resource (DNR), and USACE requirements. The Village of Mount Pleasant will also take on the maintenance of the Project's trails, the value of which support is yet to be determined. The Village of Mount Pleasant may provide expertise and oversight to The Project's activities as they relate to the Village of Mount Pleasant's interests and legal constraints, which may include the role of fiscal agent for grant opportunities, design and construction oversight, or other related functions that impact the Village of Mount Pleasant's eventual ownership. However, the Village of Mount Pleasant may defer the oversight and fiscal agent role to other members in The Group, should all the members agree that the role is in The Project's best interest.

Root-Pike WIN, as the originator of The Project (a.k.a. "The Path to Wisconsin Valley") proposal, has and may continue to provide technical consultation, watershed education, project estimating, relationship building, grant writing, project communications, public relations as needed by The Group and/or specific members. In certain cases, and as the circumstances require, Root-Pike WIN may serve as the fiscal agent for parts of The Project where there is a grant advantage, or necessity to The Project, but only with the express permission of The Village of Mount Pleasant and Racine County.

Racine County has and will continue to provide support, consistent with past practice, to Root-Pike WIN in its efforts to help The Group plan, design, construct/restore, and maintain The Project. Support for Root-Pike WIN will help in their on-going efforts to provide visioning presentations, cost-estimating, water quality data, watershed plan recommendations, stormwater integration ideas, habitat rehabilitation solutions, grant-writing, project communications and partnership building. Racine County may, in its discretion, provide additional, yet-to-be-determined, support of The Group, or individual members of The Group, as necessary to advance The Project vision.



Use of Funds

Funding and land transactions secured through in-kind donations, grants or other legal means for the completion of The Project may only be used in support of the vision of The Project. Funding and land acquisitions may only be used in The Project area, which is no less than 300 feet in total width at any given point along the Lamparek Ditch. The Village of Mount Pleasant shall be primarily responsible for the planning, design and construction process of The Project. The Village of Mount Pleasant and/or Root-Pike WIN may serve as the fiscal agent for individual grant awards as appropriate and as the needs arise, but primarily in cases where a local government, owner and/or a non-profit organization needs to be the grant applicant.

Joint Responsibilities

Each member of the group agrees to the following joint responsibilities:

- 1) Each member of The Group will appoint a key contact person for The Project.
- 2) Key contacts will maintain frequent communications to facilitate cooperation from planning, design, construction/restoration, and maintenance with regard to The Project.
- 3) Key contacts will work together to determine the best outcomes to achieve the vision of The Project.
- 4) Other secondary contacts may be included in meetings as The Group sees fit, with the understanding that meeting sizes should be minimized, whenever possible.

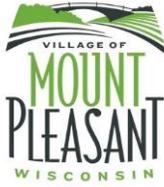
Relationships

All three members of The Group shall have at least one member from their organization at any meeting pertaining to The Project unless that member has stated their absence should not impede progress. All public communications will be approved by each key contact member of The Group before any information about The Project is made public. The Village of Mount Pleasant has the ultimate and final decision-making authority as to what project communications, including social media posts of any kind, are made public. Press inquiries about The Project will be directed to the Village of Mount Pleasant's primary contact to determine the appropriate response and The Group involvement. All three Group members shall be mentioned in any and all of The Group's public communications about The Project. The Group agrees that the DOT and DNR may play a valuable role in the planning of The Project, and should be included in the planning, design, implementation and maintenance of The Project as appropriate.

Assurances

Each member of The Group hereby represents that it:

- 1) Has all requisite power and authority to execute this MOU; and
- 2) Is familiar with the vision of The Project and is committed to working collaboratively to meet the roles specified in this MOU in order to ensure The Project's success.



Modifications

Consistent with The Group's intent to implement The Project, this MOU may be amended only by written agreement signed by each of The Group members. Modifications of this MOU should only be made in support of the vision of The Project defined on page 1 of this MOU.

XI. Effective Date/Duration/Termination

This MOU shall be effective beginning with the date of the last signature hereon.

XII. Signatures

1) THE VILLAGE OF MOUNT PLEASANT

Signature/Date

Dave DeGroot, Village President, Village of Mount Pleasant

2) RACINE COUNTY

Signature/Date

Jonathan Delagrave, County Executive, Racine County

3) ROOT-PIKE WATERSHED INITIATIVE NETWORK

Signature/Date

Dave Giordano, Executive Director, Root-Pike Watershed Initiative Network



VILLAGE BOARD PRESENT: D. DeGroot, S. Havn, A.M. Clausen, R. Bhatia, J. Hewitt, G. Feest, B. Eastman

Village Board Absent:

Staff: M. Murphy, S. Kohlhagen, Chief Soens, S. Schultz, M. Bonn, R. Palm, D. McHugh, Lieutenant Geyer, S. Schultz, Attorney Smith, C. Lois

Other:

1. Pledge of Allegiance

2. Call to Order & Roll Call

3. 2020 Tax Rate Presentation – M. Bonn presented the 2020 Village Tax Rate calculation to the board

4. Public Comment and Input _

Leslie Maj – 7820 County Line Road – spoke regarding the retention pond near the Pike River Pathway

Jeff Vogt – 2245 Spring Meadow Lane – spoke against the 2216 Emmertsen Road Rezone

CONSENT AGENDA - TRUSTEE HEWITT

COMMUNITY DEVELOPMENT - TRUSTEE CLAUSEN

PUBLIC WORKS - TRUSTEE HAVN

PLAN COMMISSION - TRUSTEE HEWITT

1. Consideration of Resolution 67-2019: In the Matter of an Amended Relocation Order for CTH KR (CTH H to 90th Street) – Motion by Hewitt to approve Resolution 67-2019 to Amend a Relocation Order for CTH KR. Motion seconded by Eastman. Roll Call Vote: Feest – Aye, Clausen –Aye, Eastman –Aye, Havn –Aye, Hewitt – Aye, Bhatia –Aye, DeGroot –Aye. Motion carried (7-0)
2. Ordinance 25-2019: An Ordinance to Amend the Zoning Map for the village of Mount Pleasant Relating to Property Located at 2216 N. Emmertsen Road and Having a Parcel Identification Number of 151-03-22-02-051-002 from AUH (Agriculture Urban Holding) to RM-1 (Residential Multi-Family, Garden Apartments and Townhomes); Rezone Petition RZ-17-19 – Motion by Hewitt to approve Ordinance 25-2019 Amending the Zoning Map for the Village of Mount Pleasant relating to property located at 2216 N Emmertsen Road; tax parcel #151-03-22-02-051-002 from AUG (Agriculture Urban Holding) to RM-1 (Residential Multi-Family, Garden Apartments and Townhomes); Petition RZ-17-19. Motion seconded by Eastman. Roll Call Vote: Feest – No, Clausen –Aye, Eastman –Aye, Havn –Aye, Hewitt –Aye, Bhatia –Aye, DeGroot –Aye. Motion carried (6-1)
3. Ordinance 26-2019: An Ordinance to Amend the Zoning Map for the village of Mount Pleasant Relating to Property Located Along Lathrop Avenue and Having a Parcel Identification Number of 151-03-23-31-027-040 from AUH (Agriculture Urban Holding) to R-100 (Residential Single Family); Rezone Petition RZ-18-19 – Motion by Hewitt to approve Ordinance 26-2019 Amending the Zoning Map for the Village of Mount Pleasant related to property located along Lathrop Avenue subject to recommendations ; tax parcel #151-03-23-31-027-040 from AUG (Agriculture Urban Holding) to R-100 (Residential Single Family); Petition RZ-18-19. Motion seconded by Bhatia. Roll Call Vote: Roll Call Vote: Feest – Aye, Clausen –Aye, Eastman –Aye, Havn –Aye, Hewitt – Aye, Bhatia –Aye, DeGroot –Aye. Motion carried (7-0)

PUBLIC SAFETY - TRUSTEE EASTMAN

FINANCE/LEGAL/LICENSING- TRUSTEE BHATIA

PERSONNEL/HUMAN RESOURCES - TRUSTEE FEEST

TOURISM, PARKS & RECREATION AND CIVIC AFFAIRS - TRUSTEE CLAUSEN

REPORTS:

1. Village President: None
2. Village Trustees
3. Village Administrator - None
4. Village Attorney - None
5. Project Director – None
6. Village Staff - None
7. Announcements/recognition of Village residents and employees, memorials, and non-political community events – Village President stated that there will be a tree lighting ceremony here on Sunday, December 8th from 3:30-5:30 pm

4. ADJOURN

Motion by Feest to adjourn at approximately 5:30 pm. Motion seconded by Clausen. Motion carried (7-0)



VILLAGE BOARD PRESENT: D. DeGroot, S. Havn, A.M. Clausen, R. Bhatia, J. Hewitt, G. Feest, B. Eastman

Village Board Absent:

Staff: M. Murphy, S. Kohlhagen, Chief Soens, T. Beyer, B. Bowers, G. Baumgardt, M. Sotelo, Lieutenant Geyer, Chief Stedman, Attorney Smith, C. Lois

Other: Rob Henken

1. Pledge of Allegiance

2. Call to Order & Roll Call

3. Foxconn Video Presentation – C. Lois presented the 2nd and most current Foxconn Video regarding the construction at the Foxconn site

4. Wisconsin Policy Forum Park & Rec and Fire/EMS Study Reports Presentation to the Village of Mount Pleasant Board and the Village of Sturtevant Board followed by questions and discussion – Wisconsin Policy Forum representative Rob Henken presented the Village Board and the Sturtevant Village Board with a Park & Rec and Fire/EMS Study

5. Public Comment and Input _

Brian Albrecht – 5941 Deerfield Rd – spoke regarding the possible consolidation of services

John Johnson – 5803 Cambridge Lane – spoke regarding the possible consolidation of services

Eric Olesen – O&H 5910 Washington Ave – spoke regarding the possible consolidation of services

CONSENT AGENDA - TRUSTEE HEWITT

a. Approval of the Village Board Meeting minutes of November 11, 2019

b. Approval of Check Registry 11/05/19 – 12/02/19

c. Approval of the Budget to Actual January to November 2019

d. Approval of applications for New Operators Licenses as listed

e. Approval of the re-appointments of Rob Richardson, Jim Venturini, Mark Oravetz, Lisa Frechette, and Anna Marie Clausen as Commissioners to the Tourism Commission for a term effective January 2, 2020 to January 1, 2021

Motion by Hewitt to approve the items on the consent agenda. Motion seconded by Clausen. Motion carried (7-0)

COMMUNITY DEVELOPMENT - TRUSTEE CLAUSEN

PUBLIC WORKS - TRUSTEE HAVN

1. Discussion and possible action on Resolution 70-2019 Adopting Updated Plumbing Permit Fees for the Village of Mount Pleasant, Racine County, WI – Motion by Havn to motion to approve Resolution 70-2019 adopting updated plumbing permit fees for the Village of Mount Pleasant as described in the attached exhibit. Motion seconded by Hewitt. Roll Call Vote: Havn –Aye, Hewitt –Aye, Clausen – Aye, Feest –Aye, Bhatia –Aye, Eastman –Aye, DeGroot –Aye. Motion carried (7-0)

2. Discussion on WE Energies Line Extension Installation and Electric Service Agreements with the Village of Mount Pleasant - Pike River Lift Station. Motion by Havn to approve the Line Extension Installation and Electric Service Agreements with WE Energies, and the associated initial costs of \$52,903.79 for the installation of an electric service for the TID 5 Pike River Lift Station and interim lift station. Motion seconded by Hewitt. Roll Call Vote: Havn –Aye, Hewitt –Aye, Clausen – Aye, Feest –Aye, Bhatia –Aye, Eastman –Aye, DeGroot –Aye. Motion carried (7-0)

PLAN COMMISSION - TRUSTEE HEWITT

PUBLIC SAFETY - TRUSTEE EASTMAN

1. Discussion and possible action on South Shore Fire Department Contract Amendment – Motion by Eastman to approve the South Shore Department Contract Amendment as presented. Motion seconded by Clausen. Roll Call Vote: Havn –Aye, Hewitt –Aye, Clausen – Aye, Feest –Aye, Bhatia –Aye, Eastman –Aye, DeGroot –Aye. Motion carried (7-0)

FINANCE/LEGAL/LICENSING- TRUSTEE BHATIA

1. Discussion and possible action on Resolution 68-2019 authorizing conveyance of certain lands to Racine County. Motion by Clausen to approve Resolution 68-2019 authorizing conveyance of certain lands to



Racine County. Motion seconded by Bhatia. Roll Call Vote: Havn –Aye, Hewitt –Aye, Clausen – Aye, Feest –Aye, Bhatia –Aye, Eastman –Aye, DeGroot –Aye. Motion carried (7-0)

2. Discussion and possible motion pertaining to a settlement agreement between the Village of Mount Pleasant and SJ Louis Construction, Inc. regarding mutual claims and liquidated damages. Motion by Clausen to approve a settlement agreement with SJ Louis Construction Inc, regarding mutual claims and liquidated damages. Motion seconded by Eastman. Roll Call Vote: Havn –Aye, Hewitt –Aye, Clausen – Aye, Feest –Aye, Bhatia –Aye, Eastman –Aye, DeGroot –Aye. Motion carried (7-0)
3. Discussion and possible action on a Distribution Easement between the Village of Mount Pleasant and WE Energies at parcel 151-03-22-30-019-000 – Motion by Clausen to approve a Distribution Easement between the Village of Mount Pleasant and WE Energies for parcel 151-03-22-30-019-000. Motion seconded by Bhatia. Roll Call Vote: Havn –Aye, Hewitt –Aye, Clausen – Aye, Feest –Aye, Bhatia –Aye, Eastman –Aye, DeGroot –Aye. Motion carried (7-0)
4. Discussion and possible action to approve the Election Poll-worker list for a 2-year period from January 1, 2020 to December 31, 2021- Motion by Clausen to approve the Election Poll Worker list for a 2-year period from January 2020 to December 31, 2021. Motion seconded by Hewitt. Roll Call Vote: Havn – Aye, Hewitt –Aye, Clausen – Aye, Feest –Aye, Bhatia –Aye, Eastman –Aye, DeGroot –Aye. Motion carried (7-0)

PERSONNEL/HUMAN RESOURCES - TRUSTEE FEEST

TOURISM, PARKS & RECREATION AND CIVIC AFFAIRS - TRUSTEE CLAUSEN

REPORTS:

1. Village President: None
2. Village Trustees
 - a. Trustee Havn – stated that the Shorehaven Lane project is complete. Trustee Eastman stated that the 16th Street project is complete and will open this week. The compost site is closed for the year and will reopen in April.
3. Village Administrator - None
4. Village Attorney - None
5. Project Director – C. Lois updated the board on the Foxconn project (SIO and FII)
6. Village Staff - None
7. Announcements/recognition of Village residents and employees, memorials, and non-political community events – Village Administrator Murphy thanked all who participated in the first Village Tree Lighting Ceremony. In all, 242 lbs of food was donated for that Racine County Food Bank and around 400 people attended. A special thanks went out to George Baumgardt, the MPPD Citizens Police Academy Alumni, Malicki’s Piggly Wiggly. Trustee Havn also thanked MPPD Officers Ben Bjelajac and Nicole Knierim Et al. He also stated that he attended the Citizens Police Academy and stated that everyone should attend because it is well run and very educational. Trustee Clausen thanked all of the COP Officers who helped out at Malicki’s Piggly Wiggly - Stuff the Squad. Trustee Feest stated that he will not seek re-election for his seat.

4. ADJOURN

Motion by Feest to adjourn at approximately 8:19 pm. Motion seconded by Clausen. Motion carried (7-0)



VILLAGE BOARD PRESENT: D. DeGroot, S. Havn, A.M. Clausen, R. Bhatia, J. Hewitt, G. Feest, B. Eastman

Village Board Absent:

Staff: M. Murphy, Chief Soens, T, Beyer, B. Bowers, C. Thiel, C. Lois

Other:

1. Pledge of Allegiance

2. Call to Order & Roll Call

3. Public Comment and Input - None

CONSENT AGENDA - TRUSTEE HEWITT

COMMUNITY DEVELOPMENT - TRUSTEE CLAUSEN

PUBLIC WORKS - TRUSTEE HAVN

1. Discussion and possible motion regarding TID 5 Sanitary Sewer-Phase 5 Award of Contract – Motion by Havn to reject all bids received for the TID 5 Sanitary Sewer System-Phase 5. Motion seconded by Hewitt. Voice vote – all in favor. Motion carried (7-0)

PLAN COMMISSION - TRUSTEE HEWITT

PUBLIC SAFETY - TRUSTEE EASTMAN

FINANCE/LEGAL/LICENSING- TRUSTEE BHATIA

PERSONNEL/HUMAN RESOURCES - TRUSTEE FEEST

1. Discussion and possible motion to convene into closed session per WI convene into closed session per WI §19.85 (1)(c) considering employment, promotion, compensation or performance evaluation of data of any public employee over which the governmental body has jurisdiction or exercises responsibility specifically: Village Administrator’s annual review – Motion by Feest to convene into closed session per WI convene into closed session per WI §19.85 (1)(c) considering employment, promotion, compensation or performance evaluation of data of any public employee over which the governmental body has jurisdiction or exercises responsibility specifically: Village Administrator’s annual review. Motion seconded by Bhatia. Roll Call Vote: Bhatia – Aye, Eastman –Aye, Havn –Aye, Clausen –Aye, Feest –Aye, Hewitt –Aye, DeGroot –Aye. Motion carried (7-0)
2. Reconvene into open session to consider any motions on any of the matters discussed under the closed session listed above. – Motion by Feest to reconvene into open session. Motion seconded by Clausen. Roll Call Vote: Bhatia – Aye, Eastman –Aye, Havn –Aye, Clausen –Aye, Feest –Aye, Hewitt –Aye, DeGroot –Aye. Motion carried (7-0). The report out from the Village President is that Administrator Murphy met the Village Board expectations. Motion by Feest the Village Board approve a %2.25 raise and a Two (2) year extension to her existing contract as discussed. Motion seconded by Bhatia. Roll Call Vote: Bhatia – Aye, Eastman –Aye, Havn –Aye, Clausen –Aye, Feest –Aye, Hewitt –Aye, DeGroot – Aye. Motion carried (7-0)

TOURISM, PARKS & RECREATION AND CIVIC AFFAIRS - TRUSTEE CLAUSEN

REPORTS:

1. Village President: None
2. Village Trustees- None
3. Village Administrator - None
4. Village Attorney - None
5. Project Director – None
6. Village Staff - None
7. Announcements/recognition of Village residents and employees, memorials, and non-political community events - None

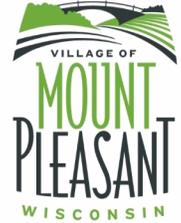
4. ADJOURN

Motion by Hewitt to adjourn at approximately 6:17 pm. Motion seconded by Clausen. Motion carried (7-0)

Accounts Payable

Checks by Date - Summary by Check Date

User: msotelo
Printed: 1/7/2020 3:10 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
85859	10005	5 ALARM FIRE & SAFETY EQUIP.	12/04/2019	199.00
85860	14421	ABRAHAM'S ON-SITE SHREDDING SE	12/04/2019	109.00
85861	10014	ADVANCED DISPOSAL SOLID WASTE	12/04/2019	109,450.67
85862	11949	ANTI-SEIZE TECHNOLOGY	12/04/2019	156.60
85863	10027	APPLIED CONCEPTS, INC	12/04/2019	5,932.00
85864	13697	ARCHIVESOCIAL, INC	12/04/2019	2,388.00
85865	10030	ASSESSMENT TECHNOLOGIES, LLC	12/04/2019	2,309.28
85866	14426	AULL, RENEE	12/04/2019	62.29
85867	14192	BIEBELS CLEANING SERVICES	12/04/2019	7,093.00
85868	14424	BLUE CROSS BLUE SHIELD OF ILLINC	12/04/2019	573.30
85869	10049	BOUND TREE MEDICAL, LLC	12/04/2019	7,320.06
85870	13285	CEDAR CORPORATION	12/04/2019	983.46
85871	10065	CENTRAL SAW & MOWER INC.	12/04/2019	17.73
85872	10429	CRAIG D. CHILDS, PHD. S.C.	12/04/2019	1,530.00
85873	12797	CRESCENT ELECTRIC	12/04/2019	1.97
85874	13915	DUNCAN ASSOCIATES	12/04/2019	2,167.00
85875	10106	EAGLE ENGRAVING	12/04/2019	43.40
85876	10116	ERICKSON AUTO TRIM INC.	12/04/2019	360.00
85877	10121	FASTENAL COMPANY	12/04/2019	1.28
85878	10129	FLOYD'S TOWING, INC	12/04/2019	6,821.66
85879	13581	FROEDTERT SOUTH	12/04/2019	934.00
85880	10137	FSCI	12/04/2019	410.00
85881	10143	GALLS, INC.	12/04/2019	33.41
85882	10788	HERMAN PLUMBING LLC	12/04/2019	193.50
85883	10181	HUMANA CLAIMS CENTER - LEXINGT	12/04/2019	668.22
85884	10191	ITU ABSORBTECH, INC.	12/04/2019	187.80
85885	10211	KESTRAL HAWK LANDFILL	12/04/2019	205.25
85886	14427	KISTER, SHARON	12/04/2019	841.00
85887	10992	LAW ENFORCEMENT TARGETS, INC	12/04/2019	495.00
85888	10230	LITTLE FALLS MACHINE, INC	12/04/2019	1,506.97
85889	10233	LYONS TRUCK PARTS, INC	12/04/2019	139.14
85890	13191	MATHESON TRI-GAS, INC	12/04/2019	242.80
85891	10242	MAYER REPAIR	12/04/2019	2,787.51
85892	14425	MEDICAID WISCONSIN	12/04/2019	176.86
85893	14423	MILLER, MATTHEW J	12/04/2019	114.00
85894	12276	OFFICE COPYING EQUIPMENT LTD.	12/04/2019	60.57
85895	10290	OFFICE TECHNOLOGY GROUP	12/04/2019	755.31
85896	13614	OFFICE TECHNOLOGY GROUP IN	12/04/2019	80.00
85897	13922	P & L MACHINE, LLC	12/04/2019	740.05
85898	10297	PAT'S SERVICES INC.	12/04/2019	66.00
85899	10328	RACINE COUNTY CLERK OF COURTS	12/04/2019	500.00
85900	14268	RACINE JOURNAL TIMES	12/04/2019	266.78
85901	10344	RACINE WATER & WASTEWATER	12/04/2019	26.43
85902	10384	SHRED-IT USA	12/04/2019	157.32
85903	11051	SMITH, R.A. INC	12/04/2019	35,139.88
85904	14114	SPRING-GREEN	12/04/2019	84.00
85905	10935	STAPLES ADVANTAGE	12/04/2019	215.70

Check No	Vendor No	Vendor Name	Check Date	Check Amount
85906	10418	TIME WARNER CABLE	12/04/2019	142.32
85907	10442	UPS	12/04/2019	9.21
85908	10966	WANASEK CONTRACTORS	12/04/2019	26,218.36
85909	10456	WAUKESHA COUNTY TECH. COLLEGE	12/04/2019	150.00
85910	10459	WE ENERGIES	12/04/2019	442.23
85911	10461	WE ENERGIES (STREET LIGHTS)	12/04/2019	5,978.61
85912	13578	WESOLOWSKI, REIDENBACH & SAJD.	12/04/2019	7,475.00
85913	10492	WISCONSIN HUMANE SOCIETY	12/04/2019	1,815.68
30046	13194	FOTH INFRASTRUCTURE AND ENVIR	12/04/2019	314,421.03
30047	14320	PTS CONTRACTORS, INC.	12/04/2019	1,286,165.96
30048	13911	SJ LOUIS CONSTRUCTION, INC	12/04/2019	467,783.07
60224	10110	EHLERS	12/04/2019	1,350.00
60225	13329	KAPUR & ASSOCIATES, INC	12/04/2019	15,356.00
60226	10830	RACINE WATER & WASTEWATER UTIL	12/04/2019	599,127.65
60227	10514	VON BRIESEN & ROPER, S.C.	12/04/2019	22,391.05
40153	10459	WE ENERGIES	12/04/2019	8.08
Total for 12/4/2019:				2,943,381.45
ACH	10330	RACINE COUNTY CONVENTION VISIT	12/06/2019	69,063.32
85914	10035	BADGER METER, INC.	12/06/2019	780.00
85915	10039	BAYCOM, INC.	12/06/2019	11,426.00
85916	10051	BRUNER LAW OFFICES, S.C.	12/06/2019	2,528.00
85917	13590	BUELOW VETTER BUIKEMA OLSON &	12/06/2019	2,216.50
85918	14428	CALEDONIA FIRE DEPT	12/06/2019	1,800.00
85919	10095	DASH MEDICAL GLOVES	12/06/2019	69.90
85920	14151	EMERGENCY LIGHTING & ELECTRON	12/06/2019	2,510.40
85921	10143	GALLS, INC.	12/06/2019	673.73
85922	10628	GIESE, ERIC	12/06/2019	30.25
85923	12036	HUENINK, CHRISTOPHER	12/06/2019	19.87
85924	10191	ITU ABSORBTECH, INC.	12/06/2019	209.91
85925	10886	KIESLER'S POLICE SUPPLY, INC	12/06/2019	2,997.00
85926	10612	KOHLHAGEN, STEPHANIE	12/06/2019	173.42
85927	10249	MENARDS - RACINE	12/06/2019	567.92
85928	10752	PAULSON, CHRISTOPHER S	12/06/2019	56.73
85929	10309	PORT-A-JOHN, INC.	12/06/2019	152.00
85930	12183	PROCHASKA, MATTHEW	12/06/2019	200.00
85931	10338	RACINE COUNTY TREASURER	12/06/2019	3,595.68
85932	10591	RIFFEL, KIRK	12/06/2019	45.57
85933	10756	ROOT-PIKE WATERSHED INITIATIVE	12/06/2019	2,640.00
85934	10258	SECURIAN FINANCIAL GROUP	12/06/2019	4,812.27
85935	11051	SMITH, R.A. INC	12/06/2019	2,404.50
85936	10935	STAPLES ADVANTAGE	12/06/2019	320.80
85937	13336	STRYKER SALES CORPORATION	12/06/2019	2,623.95
85938	10415	TDS METROCOM, LLC	12/06/2019	322.40
85939	10418	TIME WARNER CABLE	12/06/2019	218.64
85940	12617	TRANSUNION RISK & ALTERNATIVE	12/06/2019	168.00
85941	10447	VERIZON WIRELESS	12/06/2019	4,299.17
85942	10456	WAUKESHA COUNTY TECH. COLLEGE	12/06/2019	1,582.20
85943	10459	WE ENERGIES	12/06/2019	18.29
85944	10465	WI CHIEFS OF POLICE ASSOC, INC	12/06/2019	200.00
85945	10085	WI, STATE OF, COURT FINES	12/06/2019	11,255.37
60228	13337	ACQUISITION CONNECTION, THE d/b/	12/06/2019	225.00
60229	13329	KAPUR & ASSOCIATES, INC	12/06/2019	24,000.00
Total for 12/6/2019:				154,206.79

Check No	Vendor No	Vendor Name	Check Date	Check Amount
30049	10460	WE ENERGIES (INSTALLATION)	12/10/2019	52,903.79
40154	14429	ENTERPRISE BUSINESS PARK 1, LLC	12/10/2019	75,000.00
Total for 12/10/2019:				127,903.79
256	13605	VSP	12/13/2019	1,387.38
257	12846	DELTA DENTAL OF WISCONSIN, INC	12/13/2019	15,507.18
258	12633	GREAT WEST FINANCIAL	12/13/2019	17,255.00
259	13604	NATIONWIDE	12/13/2019	2,209.00
260	13606	SSFD UNION DUES	12/13/2019	2,700.00
261	13603	AFLAC	12/13/2019	2,020.96
ACH	12605	ELECTRONIC FEDERAL TAX PAYMEN	12/13/2019	141,449.04
ACH	12606	WI REVENUE	12/13/2019	26,446.44
85946	10266	MT PLEASANT POLICE OFFICERS ASS	12/13/2019	1,012.50
85947	10439	UNITED WAY OF RACINE COUNTY	12/13/2019	10.00
85948	10482	WI SCTF	12/13/2019	1,048.13
Total for 12/13/2019:				211,045.63
262	14209	WISCONSIN DEPARTMENT OF REVEN	12/17/2019	10.00
Total for 12/17/2019:				10.00
ACH	10700	DANIELS SHARPSMART INC	12/18/2019	4.47
85949	12834	2ND WIND EXERCISE EQUIPMENT, IN	12/18/2019	7,485.00
85950	10014	ADVANCED DISPOSAL SOLID WASTE	12/18/2019	109,495.07
85951	10016	AFFILIATED PROPERTY VALUATION	12/18/2019	13,958.33
85952	10017	AIRGAS - NORTH CENTRAL, INC.	12/18/2019	72.00
85953	14271	ALSTAR COMPANY, LLC	12/18/2019	192.08
85954	11089	ANDRES MEDICAL BILLING, LTD	12/18/2019	5,126.51
85955	14433	ARTS WISCONSIN	12/18/2019	119.48
85956	14336	ASCEND TALENT STRATEGIES, INC	12/18/2019	250.00
85957	14258	ASCENSION MEDICAL GROUP - FOX \	12/18/2019	918.75
85958	12819	ASCENSION WISCONSIN	12/18/2019	616.00
85959	10610	ASCENSION WISCONSIN AT WORK	12/18/2019	189.00
85960	10037	BATTERIES PLUS LLC	12/18/2019	36.94
85961	14192	BIEBELS CLEANING SERVICES	12/18/2019	165.00
85962	14292	BLUE RIBBON ORGANICS	12/18/2019	1,890.00
85963	10906	BOUCHER, FRANK, INC	12/18/2019	104.75
85964	10049	BOUND TREE MEDICAL, LLC	12/18/2019	1,376.99
85965	10907	BUY RIGHT AUTO, INC	12/18/2019	63.63
85966	10057	CALEDONIA POLICE DEPARTMENT	12/18/2019	1,822.52
85967	10078	COMMUNITY INSURANCE CORP.	12/18/2019	25.00
85968	10081	CONSERV FS, INC	12/18/2019	4,630.68
85969	10509	DAVIES, D.W. & CO, INC.	12/18/2019	45.33
85970	10541	DIVERSIFIED BENEFIT SERVICES	12/18/2019	791.90
85971	14431	EXTENSION RACINE COUNTY	12/18/2019	793.29
85972	10121	FASTENAL COMPANY	12/18/2019	20.58
85973	13004	FIRST CARE TACTICAL LLC	12/18/2019	981.67
85974	10129	FLOYD'S TOWING, INC	12/18/2019	3,769.03
85975	10136	FRANKSVILLE OIL & LP GAS CO., INC	12/18/2019	280.95
85976	10596	FUSION, LLC	12/18/2019	72.01
85977	10143	GALLS, INC.	12/18/2019	98.22
85978	10144	GATEWAY TECHNICAL COLLEGE	12/18/2019	3,965.24
85979	10947	GENERAL FIRE EQUIPMENT CO.,INC	12/18/2019	266.00
85980	10141	GHA TECHNOLOGIES, INC	12/18/2019	590.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
85981	12524	GLOBAL EQUIPMENT COMPANY	12/18/2019	96.00
85982	10160	GREENDALE POLICE DEPARTMENT	12/18/2019	118.80
85983	10165	H & S PROTECTION SYSTEMS, INC	12/18/2019	179.09
85984	UB*00033	Nicole Higgs	12/18/2019	1,125.00
85985	14411	HIGHLAND PRODUCTS GROUP, LLC	12/18/2019	435.53
85986	10174	HOERNEL KEY SHOP INC.	12/18/2019	40.75
85987	10177	HRIBAR SAND & GRAVEL, INC.	12/18/2019	818.10
85988	10188	IMAGE TREND, INC	12/18/2019	1,125.00
85989	10191	ITU ABSORBTECH, INC.	12/18/2019	139.95
85990	10202	JEFFERSON FIRE & SAFETY INC	12/18/2019	617.46
85991	10205	JIM'S GARAGE DOOR SERVICE INC.	12/18/2019	278.50
85992	14145	JUST SERVICE, INC	12/18/2019	1,207.00
85993	10209	KENOSHA COUNTY CIRCUIT COURT	12/18/2019	576.30
85994	12672	KLAMM TOTAL AUTOMOTIVE	12/18/2019	706.45
85995	10957	KNIERIM, NICOLE	12/18/2019	1,021.20
85996	10216	KRANZ INC.	12/18/2019	504.14
85997	12299	KREKLING PAINTING AND DECORATI	12/18/2019	1,220.00
85998	10218	LAKESHORE LAWN SERVICE, INC	12/18/2019	5,990.75
85999	10233	LYONS TRUCK PARTS, INC	12/18/2019	141.66
86000	10242	MAYER REPAIR	12/18/2019	3,011.06
86001	10249	MENARDS - RACINE	12/18/2019	350.54
86002	10542	MILLER-BRADFORD & RISBERG, INC	12/18/2019	982.80
86003	10254	MILWAUKEE LIGHT BULB DELIVERY	12/18/2019	163.30
86004	10264	MOTOROLA, INC.	12/18/2019	228,551.15
86005	10891	MT PLEASANT SEWER UTILITY	12/18/2019	719.29
86006	10271	NAPA AUTO PARTS	12/18/2019	156.92
86007	10290	OFFICE TECHNOLOGY GROUP	12/18/2019	699.00
86008	10307	POMP'S TIRE SERVICE INC.	12/18/2019	496.22
86009	10312	POSTER COMPLIANCE CENTER	12/18/2019	69.95
86010	10322	QUILL	12/18/2019	474.46
86011	12288	RACINE NEIGHBORHOOD WATCH	12/18/2019	10,000.00
86012	12330	RACINE POLICE DEPT	12/18/2019	2,749.24
86013	10345	RACINE, CITY OF	12/18/2019	238,500.00
86014	10356	RELIANT FIRE APPARATUS, INC.	12/18/2019	1,161.38
86015	10958	RICHARDT, CHRISTOPHER	12/18/2019	17.00
86016	10360	RICHLONNS INC.	12/18/2019	1,239.90
86017	10744	ROMME PRINTING	12/18/2019	341.50
86018	10384	SHRED-IT USA	12/18/2019	68.72
86019	10389	SIGN SHOP OF RACINE, INC.	12/18/2019	39.00
86020	10391	SIRCHIE ACQUISITION CO. LLC	12/18/2019	14.32
86021	10408	STREICHER'S INC.	12/18/2019	8,510.00
86022	10409	STURTEVANT POLICE DEPARTMENT	12/18/2019	1,356.32
86023	10417	THOMPSON & ASSOC. WETLAND SRV	12/18/2019	3,028.48
86024	10418	TIME WARNER CABLE	12/18/2019	2,482.57
86025	10423	TRANS UNION LLC	12/18/2019	70.00
86026	10966	WANASEK CONTRACTORS	12/18/2019	609,375.02
86027	10108	WAREHOUSE DIRECT	12/18/2019	39.95
86028	10459	WE ENERGIES	12/18/2019	22,153.96
86029	10461	WE ENERGIES (STREET LIGHTS)	12/18/2019	650.99
86030	10838	WEA INSURANCE TRUST	12/18/2019	228,341.76
86031	10465	WI CHIEFS OF POLICE ASSOC, INC	12/18/2019	80.00
86032	10472	WI DEPT OF TRANSPORTATION	12/18/2019	359.67
86033	13481	WIL-KIL PEST CONTROL	12/18/2019	65.00
86034	10489	WILLPOWER SERVICES, INC	12/18/2019	675.55
60230	10110	EHLERS	12/18/2019	1,750.00
60231	13329	KAPUR & ASSOCIATES, INC	12/18/2019	12,826.50
60232	13332	MUELLER COMMUNICATIONS, LLC	12/18/2019	3,532.47

Check No	Vendor No	Vendor Name	Check Date	Check Amount
60233	10830	RACINE WATER & WASTEWATER UTII	12/18/2019	1,202,132.63
60234	13333	SIGMA GROUP, INC	12/18/2019	1,500.00
40155	14286	BOHO, SCOTT	12/18/2019	2,500.00
40156	10345	RACINE, CITY OF	12/18/2019	101,500.00
Total for 12/18/2019:				2,869,294.72
263	13904	MAILFINANCE	12/20/2019	464.97
86035	10647	AURORA HEALTH CARE	12/20/2019	1,599.00
86036	10037	BATTERIES PLUS LLC	12/20/2019	25.32
86037	10137	FSCI	12/20/2019	6,215.60
86038	12724	HEY & ASSOCIATES, INC	12/20/2019	1,680.00
86039	10188	IMAGE TREND, INC	12/20/2019	1,750.00
86040	10202	JEFFERSON FIRE & SAFETY INC	12/20/2019	2,540.77
86041	14435	M.C. DEAN INC.	12/20/2019	3,012.00
86042	10242	MAYER REPAIR	12/20/2019	8,787.38
86043	10249	MENARDS - RACINE	12/20/2019	81.75
86044	10290	OFFICE TECHNOLOGY GROUP	12/20/2019	1,084.24
86045	10309	PORT-A-JOHN, INC.	12/20/2019	288.00
86046	10322	QUILL	12/20/2019	291.48
86047	13216	SHARP ELECTRONICS CORPORATION	12/20/2019	441.48
86048	10459	WE ENERGIES	12/20/2019	5,302.46
86049	10461	WE ENERGIES (STREET LIGHTS)	12/20/2019	136.38
86050	12018	WI SOCIETY OF EMERGENCY SERVIC	12/20/2019	550.00
30050	13194	FOTH INFRASTRUCTURE AND ENVIR	12/20/2019	269,156.90
60235	13329	KAPUR & ASSOCIATES, INC	12/20/2019	234.00
60236	10514	VON BRIESEN & ROPER, S.C.	12/20/2019	5,214.00
60237	10472	WI DEPT OF TRANSPORTATION	12/20/2019	777.13
Total for 12/20/2019:				309,632.86
264	13902	NEOFUNDS	12/23/2019	200.00
265	10144	GATEWAY TECHNICAL COLLEGE	12/23/2019	4,701.84
ACH	12605	ELECTRONIC FEDERAL TAX PAYMEN	12/23/2019	132,293.66
ACH	12606	WI REVENUE	12/23/2019	26,418.84
86051	14421	ABRAHAM'S ON-SITE SHREDDING SE	12/23/2019	35.00
86052	10036	BADGER TRUCK CTR INC	12/23/2019	1,463.79
86053	10065	CENTRAL SAW & MOWER INC.	12/23/2019	14.52
86054	10081	CONSERV FS, INC	12/23/2019	5,799.25
86055	10541	DIVERSIFIED BENEFIT SERVICES	12/23/2019	559.70
86056	10685	DROPRITE TREE & LANDSCAPE SERV	12/23/2019	4,400.00
86057	10136	FRANKSVILLE OIL & LP GAS CO., INC	12/23/2019	1,570.00
86058	10233	LYONS TRUCK PARTS, INC	12/23/2019	1,514.29
86059	12800	MORTON SALT, INC	12/23/2019	10,826.81
86060	10361	MOTION & CONTROL ENTERPRISES L	12/23/2019	53.31
86061	10266	MT PLEASANT POLICE OFFICERS ASS	12/23/2019	1,012.50
86062	10271	NAPA AUTO PARTS	12/23/2019	56.72
86063	13922	P & L MACHINE, LLC	12/23/2019	533.08
86064	10381	SHERWIN INDUSTRIES, INC.	12/23/2019	622.60
86065	12284	TERMINAL SUPPLY COMPANY	12/23/2019	36.78
86066	10426	TRUCK COUNTRY OF WISC	12/23/2019	38.16
86067	10439	UNITED WAY OF RACINE COUNTY	12/23/2019	10.00
86068	10514	VON BRIESEN & ROPER, S.C.	12/23/2019	122.50
86069	10482	WI SCTF	12/23/2019	1,048.13
30051	11055	WE ENERGIES	12/23/2019	10,374.16
40157	14268	RACINE JOURNAL TIMES	12/23/2019	217.98

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 12/23/2019:	203,923.62
86072	13896	MOUNT PLEASANT, VILLAGE OF	12/26/2019	791.16
86073	13896	MOUNT PLEASANT, VILLAGE OF	12/26/2019	573.36
			Total for 12/26/2019:	1,364.52
266	13604	NATIONWIDE	12/27/2019	2,209.00
267	13606	SSFD UNION DUES	12/27/2019	2,700.00
268	12633	GREAT WEST FINANCIAL	12/27/2019	16,130.00
269	12536	NORTHWESTERN MUTUAL	12/27/2019	2,559.08
30052	10686	DEPT OF SAFETY & PROFESSIONAL	12/27/2019	1,125.00
			Total for 12/27/2019:	24,723.08
			Report Total (259 checks):	6,845,486.46

STATE OF WISCONSIN : VILLAGE OF MOUNT PLEASANT : RACINE COUNTY

RESOLUTION NO. 01-2020

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY IN MOUNT PLEASANT, WISCONSIN ON HOWE STREET FROM 23RD STREET to 24TH STREET

WHEREAS, the Village Board of Mount Pleasant, Wisconsin, held a public hearing at Ebe Auditorium at Village Hall at 6:00PM on the 9th day of September, 2019 for the purpose of hearing all interested persons concerning the preliminary resolution and report of the Village Engineer on the public improvements consisting of the removal and replacement of concrete sidewalk in the assessment district, which consists of all properties fronting Howe Street between 23rd Street and 24th Street, and preliminary assessment against benefitted property, and heard all persons who desired to speak at the hearing;

NOW, THEREFORE BE IT RESOLVED by the Village President and Village Board of the Village of Mount Pleasant determines as follows:

1. The report of the Village Engineer, a copy of which is attached hereto and incorporated herein as if fully set forth herein, including the plans and specifications and assessments set forth therein, is adopted and approved.
2. Payment for the improvements shall be made by assessing 100% of the cost to the property benefitted as indicated in the report.
3. Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.
4. Assessments shall be due within 45 days of billing date. Assessments may be paid in cash or check in pursuant to the following installment schedule:
 - If the assessment is at between \$400.01 and \$1,500.00, the assessment shall be paid in five (5) annual installments.
 - If the assessment is \$1,500.01 or greater, the assessment shall be paid in ten (10) annual installments.
 - All payment shall be made to the Village Clerk. Installments shall be placed on the next tax roll after the due date for collection and shall bear interest of at least 1% greater than the rate of interest the municipality paid on the bonds which were issued to finance the project, or in the event no bonds were issued, then at least 1% greater than the average rate of interest on all definitive bonds issued in the previous calendar year.
5. The Village Clerk shall publish this resolution as a class 1 notice under ch. 985, Stats., in the assessment district and mail a copy of this resolution and a statement of the final assessment against the benefitted property together with the notice of installment payment privileges to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

EXHIBIT A
ENGINEER'S REPORT
Final Report of the Engineer
On the special assessments for concrete sidewalk
Removal and replacement on Howe Street between 23rd
Street and 24th Street
Village of Mount Pleasant
Racine County, WI

In accordance with the requirements of State Statute §66.0703 and the preliminary resolution passed by the Mount Pleasant Village Board on August 12, 2019, I herewith submit the final report on the assessments for concrete sidewalk removal and replacement with the Howe Street Sidewalk Improvement project. All data included in this report is based on as-bid costs:

This report consists of the following schedules attached hereto:

Schedule A: Plans and Specifications

Schedule B: Cost of the proposed improvements

Schedule C: Schedule of assessment against each benefited parcel. Benefits as to each parcel of property affected as made from the inspection of each parcel.

Schedule D: Verification that the property against which the assessments are proposed is benefitted.

Schedule E: Policies and Procedures – Special Assessment Policy

It has been determined by the Mount Pleasant Village Board and the Village Engineer that the properties against which the assessments are proposed: are benefitted from said project; that all assessments are pursuant to State Statute §66.0703(1) and constitute an exercise of the Police Powers; and that said assessments are upon a reasonable basis as determined by the Village Board.



Ron J. Prizlaff, P.E.
Deputy Director of Public Works

January 6, 2020

EXHIBIT A
Schedule A
Final Report of the Engineer
Benefit Assessments for Concrete Sidewalk Removal and Replacement
Howe Street
Village of Mount Pleasant
Racine County, WI

There is on file at the office of the Village Engineer, a complete set of plans and specifications covering the work completed.

Said plans and specifications are hereby incorporated into this report to the same force and effect as though said plans and specifications were hereto attached.



Ron J. Pritzlaff, P.E.
Deputy Director of Public Works

EXHIBIT A

Schedule B

Assessments for Sidewalk Removal and Replacement Howe Street from 23rd Street to 24th Street Village of Mount Pleasant Racine County, WI

Sidewalk Removal and Replacement Cost Calculation

Payment of the assessment shall be in accordance with the "Policies and Procedures Special Assessment Policy" attached as Exhibit A, Schedule E.

Total Construction Cost = \$29,098.36

Total Assessable Square Footage 4" Sidewalk = 1,227 S.F.

Total Assessable Square Footage 6" Sidewalk = 224 S.F.

ASSESSMENT AMOUNT = (1,227 S.F. @ \$5.77/S.F.)

+ (224 S.F. @ \$6.44/S.F)

TOTAL ASSESSMENT AMOUNT = \$8,522.35

VILLAGE OF MOUNT PLEASANT = \$20,576.01

EXHIBIT A

Schedule C

Cost Benefit Assessments for Concrete Sidewalk Howe Street from 23rd Street to 24th Street Village of Mount Pleasant Racine County, WI

2019 Howe Street Sidewalk Project Assessment Roll

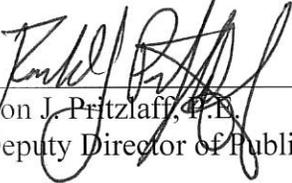
Tax key	Owner	Billing Address	City	State	Zip	Street Address	Street	Actual Value (per SF)		Total
								4" Conc.	6" Conc.	
151032321199000	CWC Homes LLC	PO Box 44375	Racine	WI	53404	2310 Howe Street	Howe Street	56	0	\$323.12
151032321201000	Romayne Wilson	2320 Howe Street	Racine	WI	53404	2320 Howe Street	Howe Street	0	0	\$0.00
151032321202000	Romayne Wilson	2320 Howe Street	Racine	WI	53404	2320 Howe Street	Howe Street	24	42	\$408.96
151032321203000	Jeffrey J Griffith & Marilu Garcia	1480 43rd Street	Caledonia	WI	53108	2320 Howe Street	Howe Street	197	0	\$1,136.69
151032321204000	Ramone Garcia & Lucy Garcia	3330 Debra Lane	Racine	WI	53403	2324 Howe Street	Howe Street	118	50	\$1,002.86
151032321206000	Felipe Diaz and Isabel Diaz	2328 Howe Street	Racine	WI	53403	2328 Howe Street	Howe Street	151	38	\$1,115.99
151032321207000	Jose R and Francisca Martinez Revocable Trust	8301 Majestic Hills Drive	Sturtevant	WI	53177	2332 Howe Street	Howe Street	165	42	\$1,222.53
151032321208000	Jose R and Francisca Martinez Revocable Trust	8301 Majestic Hills Drive	Sturtevant	WI	53177	2336 Howe Street	Howe Street	167	52	\$1,298.47
							Totals	878	224	\$6,508.62

Tax key	Owner	Mailing Address	City	State	Zip	Address of Work	Street	Actual Value (per SF)		Total
								4" Conc.	6" Conc.	
151032321209000	Becky J Barlament	1131 Cottage Grove Avenue	Green Bay	WI	54313	2340 Howe Street	Howe Street	349	0	\$2,013.73
							Totals:	349	0	\$2,013.73

Project Summary	
Project Total (As bid by RAZA LLC)	\$29,098.40
Total Special Assessment Revenue	\$8,522.35
Special Assessment % of Total Cost	29%

EXHIBIT A
Schedule D
Cost Benefit Assessments for Concrete Sidewalk
Howe Street from 23rd Street to 24th Street
Village of Mount Pleasant
Racine County, WI

By this statement, let it be known that the properties against which active special assessments are proposed have been inspected and receive a special benefit by the construction of concrete sidewalk due to their location abutting said properties.



Ron J. Pritzlaff, P.E.
Deputy Director of Public Works

EXHIBIT A

Schedule E

POLICIES AND PROCEDURES SPECIAL ASSESSMENT POLICY

The Village Board, at its July 12, 2004 meeting approved this policy for all special assessments.

Special Assessments shall be paid in full or in annual installments. Assessments may also be partially or in whole prepaid after the installment method has been selected. The number of annual installments in which an assessment is to be paid will be determined in the Preliminary Assessment Resolution based on the total amount of the assessment in accordance with the following:

- a) If the assessment is less than \$400.00, the assessment shall be paid in one (1) payment within 90 days of completion of the project.
- b) If the assessment is at least \$400.01 to \$1,500.00 the assessment shall be paid in five (5) annual installments.
- c) If the assessment is greater than \$1,500.01, the assessment shall be paid in ten (10) annual installments as determined by the preliminary assessment roll. In no event shall the assessment installments be greater than 10 (ten) years.

The rate of interest on the outstanding balance shall be at least 1% greater than the rate of interest the municipality paid on the bonds which were issued to finance the project, or in the event no bonds were issued, then at least 1% greater than the average rate of interest on all definitive bonds issued the previous calendar year.

AMOUNT	TERMS
Up to \$400.00	Pay in full within 90 days of project completion
\$400.01 to \$1,500.00	Up to five annual installments
\$1,500.01 and above	Up to ten annual installments
	IN NO CASE MORE THAN 10 YEARS

All active and deferred special assessments are due and payable in full upon, change in ownership, sale, or subdivision of the property.

PASSED AND ADOPTED by the Village Board of the Village of Mount Pleasant on the _____ day of _____, 2020.

APPROVED:

David Degroot, Village President

ATTEST:

Stephanie Kohlhagen, Village Clerk

AYES _____

NOES _____

ABSENT _____

STATE OF WISCONSIN : VILLAGE OF MOUNT PLEASANT : RACINE COUNTY

RESOLUTION NO. 02-2020

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE
SPECIAL ASSESSMENT POWERS GRANTED BY
SECTION 70-51 OF THE MUNICIPAL CODE,
AND SECTION 66.0701 OF THE STATE STATUTES
AND ESTABLISH A PUBLIC HEARING DATE OF FEBRUARY 10, 2020,
FOR NEW CURB AND GUTTER CONSTRUCTION ON BOTH SIDES OF EMMERTSEN
ROAD FROM STH 20 TO 630' NORTH OF 16TH STREET

WHEREAS, the Village Board has determined that it is expedient and necessary for the best interests of the Village, its people and the property affected thereby that the following permanent improvements be made as described in this preliminary resolution.

NOW, THEREFORE BE IT RESOLVED by the Village President and Village Board of the Village of Mount Pleasant.

1. The Village Board declares its intent to exercise police powers granted to it by law and adjudge that it is necessary for the health, safety and welfare of the public and affected property owners that a public work improvement be made for the purpose of new curb and gutter construction on both sides of Emmertsen Road STH 20 to 630' north of 16th Street (the Assessment District).
2. The Village Board in this process exercises its power to levy special assessments under its police power as authorized in Section 70-51 of the Municipal Code and Section 66.0701 of the Wisconsin Statutes.
3. The Village Board further declares that a public hearing be held on February 10, 2020 to consider this project and its funding.
4. The Village Board further declares that the amount assessed against any property for this improvement shall be upon a reasonable basis as determined by the Village Board and further that the number of installments that shall be made to pay the assessment shall be in accordance with Section 70-51(O) of the Municipal Code and incorporated herein by reference.
5. That the Village Engineer and/or his authorized representative is directed to prepare the report as described in Wis. Stat. §66.0703(4) and (5) for the curb and gutter installation on Emmertsen Road in the Assessment District. The report shall include:
 - a) Final plans and specifications for the improvements.
 - b) An estimate or actual cost of the improvements.
 - c) A schedule of the proposed assessments.
6. Upon completion of such report the Village Engineer and/or his authorized representative is directed to file a copy thereof in the Office of the Village Clerk for public inspection.

6. That the Village Clerk is directed to schedule and give notice of a Public Hearing to be conducted by the Village President and Village Board in accordance with the provisions of Wis. Stat. §66.0703(7)(a).

INTRODUCED at a regular meeting of the Village Board of the Village of Mount Pleasant this _____ day of _____, 2020.

PASSED AND ADOPTED by the Village Board of the Village of Mount Pleasant on the _____ day of _____, 2020.

APPROVED:

David Degroot, Village President

ATTEST:

Stephanie Kohlhagen, Village Clerk

AYES _____

NOES _____

ABSENT _____

EXHIBIT A
ENGINEER'S REPORT
Preliminary Report of the Engineer
On the special assessments for concrete curb & gutter
on Emmertsen Road from 630' north of 16th Street
to STH 20
Village of Mount Pleasant
Racine County, WI

In accordance with the requirements of State Statute §66.0703 and the preliminary resolution proposed for the Mount Pleasant Village Board on January 13, 2020, I herewith submit the preliminary report on the assessments for concrete curb and gutter installation with the Emmertsen Road Reconstruction project. All data included in this report is based on estimated costs:

This report consists of the following schedules attached hereto:

Schedule A: Plans and Specifications

Schedule B: Cost of the proposed improvements

Schedule C: Schedule of assessment against each benefited parcel. Benefits as to each parcel of property affected as made from the inspection of each parcel.

Schedule D: Verification that the property against which the assessments are proposed is benefitted.

Schedule E: Policies and Procedures – Special Assessment Policy

It has been determined by the Mount Pleasant Village Board and the Village Engineer that the properties against which the assessments are proposed: are benefitted from said project; that all assessments are pursuant to State Statute §66.0703(1) and constitute an exercise of the Police Powers; and that said assessments are upon a reasonable basis as determined by the Village Board.



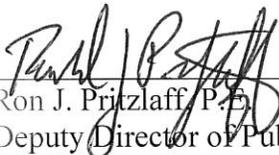
Ron J. Pritzlaff, P.E.
Deputy Director of Public Works

January 6, 2020

EXHIBIT A
Schedule A
Preliminary Report of the Engineer
Benefit Assessments for Concrete Curb and Gutter
Emmertsen Road
Village of Mount Pleasant
Racine County, WI

There is on file at the office of the Village Engineer, a complete set of plans and specifications covering the work completed.

Said plans and specifications are hereby incorporated into this report to the same force and effect as though said plans and specifications were hereto attached.



Ron J. Pritzlaff, P.E.
Deputy Director of Public Works

EXHIBIT A
Schedule B
Assessments for Curb and Gutter
Emmertsen Road from 630' north of 16th Street to STH 20
Village of Mount Pleasant
Racine County, WI

Concrete Curb and Gutter Installation Cost Calculation

Payment of the assessment shall be in accordance with the "Policies and Procedures Special Assessment Policy" attached as Exhibit A, Schedule E.

Total Construction Cost = \$59,570.00 (Estimated)

Total Assessable Linear Footage = 3,016.14 L.F.

ASSESSMENT AMOUNT = (3,016.14 L.F. @ \$18.50/L.F.) = \$55,798.59

TOTAL ASSESSMENT AMOUNT = \$55,798.59

VILLAGE OF MOUNT PLEASANT = \$3,771.41

EXHIBIT A

Schedule C

Cost Benefit Assessments for Concrete Curb and Gutter Emmertsen Road from 630' north of 16th Street to STH 20 Village of Mount Pleasant Racine County, WI

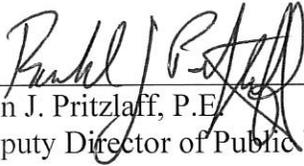
Emmertsen Road Preliminary Assessment Log											
Parcel #	First Name	Last Name	Mailing Address	Physical Address	City	State	Zip	Frontage	Estimated Unit Cost	Total Cost	Location of Frontage
15103221411	2000	PETER & PATRICIA	BURBACH	1438 S EMMERTSEN RD	RACINE	WI	53406	13.17	\$18.50	\$243.65	Frontage
15103221414	5000	CHAD & CHRISTINE	EMMONS	1430 S EMMERTSEN RD	RACINE	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221414	4000	RONALD	HURNER	1418 S EMMERTSEN RD	RACINE	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221412	8000	BRYAN & LISA	HART	1412 S EMMERTSEN RD	RACINE	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221413	0000	C/O CHARLES & JANET	BAUER	1408 S EMMERTSEN RD	RACINE	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221412	9000	DEBRA	DEBAERE	1400 S EMMERTSEN RD	RACINE	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221413	4000	DWIGHT & NANCY	TRIEBER	1344 S EMMERTSEN RD	RACINE	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221413	7000	ROGER & LUCY	MAYER & FUNK	1336 S EMMERTSEN RD	RACINE	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221414	8000	RICK & DONNA	WALTERS	1330 S EMMERTSEN RD	RACINE	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221410	6000	TERI	MERONEK	1324 S EMMERTSEN RD	RACINE	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221410	7000	MATTHEW	GEARY	1316 S EMMERTSEN RD	MT PLEASANT	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221410	8002	SHERRY	UDVARE	1308 S EMMERTSEN RD	MT PLEASANT	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221410	5000	CHRISTY & CLINT	KLEPP	1300 S EMMERTSEN RD	MT PLEASANT	WI	53406	92.60	\$18.50	\$1,713.10	Frontage
15103221410	2000	DELMAR	HOLDINGS LLC	C/O 11230 LOUIS SORENSON RD	STURTEVANT	WI	53177	92.60	\$18.50	\$1,713.10	Frontage
15103221410	0010	LANDMARK	CREDIT UNION	WASHINGTON AVE 6219	NEW BERLIN	WI	53151	149.93	\$18.50	\$2,773.71	Side
15103221410	0021	SPEEDWAY	SUPERAMERICA LLC	539 S MAIN ST	FINDLAY	OH	45840	220.06	\$18.50	\$4,071.11	Corner/Side
15103221314	9002	HARTMAN	GROUP LLC	1320 MONROE AV	RACINE	WI	53405	159.38	\$18.50	\$2,948.53	Rear
15103221314	7000	SCHOOL	UNIFIED DIST	3109 MT PLEASANT ST	RACINE	WI	53404	213.45	\$18.50	\$3,948.83	Frontage
15103221314	6000	SCHOOL	UNIFIED DIST	3109 MT PLEASANT ST	RACINE	WI	53404	320.37	\$18.50	\$5,926.85	Frontage
15103221312	4001	MARK	PORCARO	522 6TH ST	RACINE	WI	53403	180.01	\$18.50	\$3,330.19	180.01 - Emmertsen
								4.99	\$18.50	\$92.32	4.99 - 13th
15103221312	1020	MARK	PORCARO	6107 WASHINGTON AVE	RACINE	WI	53403	152.00	\$18.50	\$2,812.00	152.00 - Emmertsen
								8.04	\$18.50	\$148.74	8.04 - 13th
15103221312	1010	ITCF BANK	WISCONSIN	6115 WASHINGTON AVE	RACINE	WI	53406	390.94	\$18.50	\$7,232.39	Corner/Side
TOTALS:								3016.14		\$55,798.59	

EXHIBIT A

Schedule D

**Cost Benefit Assessments for Concrete Curb and Gutter
Emmertsen Road from 630' north of 16th Street to STH 20
Village of Mount Pleasant
Racine County, WI**

By this statement, let it be known that the properties against which active special assessments are proposed have been inspected and receive a special benefit by the construction of concrete curb and gutter due to their location abutting said properties.



Ron J. Pritzlaff, P.E.
Deputy Director of Public Works

EXHIBIT A

Schedule E

POLICIES AND PROCEDURES SPECIAL ASSESSMENT POLICY

The Village Board, at its July 12, 2004 meeting approved this policy for all special assessments.

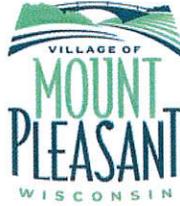
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- a) If the assessment is less than \$400.00, the assessment shall be paid in one (1) payment within 90 days of completion of the project.
- b) If the assessment is at least \$400.01 to \$1,500.00 the assessment shall be paid in five (5) annual installments.
- c) If the assessment is greater than \$1,500.01, the assessment shall be paid in ten (10) annual installments as determined by the preliminary assessment roll. In no event shall the assessment installments be greater than 10 (ten) years.

The rate of interest on the outstanding balance shall be at least 1% greater than the rate of interest the municipality paid on the bonds which were issued to finance the project, or in the event no bonds were issued, then at least 1% greater than the average rate of interest on all definitive bonds issued the previous calendar year.

AMOUNT	TERMS
Up to \$400.00	Pay in full within 90 days of project completion
\$400.01 to \$1,500.00	Up to five annual installments
\$1,500.01 and above	Up to ten annual installments
	IN NO CASE MORE THAN 10 YEARS

All active and deferred special assessments are due and payable in full upon, change in ownership, sale, or subdivision of the property.



EXECUTIVE SUMMARY

Village Board Meeting – January 13, 2020

TITLE: Award of Contract-DPW Mezzanine Office Expansion

BACKGROUND: The Village's administrative wing is currently at full capacity, with no vacant offices based on current staffing. The Village is currently in the process of hiring a Communications Manager, an additional new position.

In order to accommodate this new full-time position, and any others that may arise in the coming years, additional office space must be created, ideally within the buildings on the Village campus.

The mezzanine above the current office and break room space in the DPW building was constructed with the intention of future office space expansion. This space can be relatively easily converted to 4 new offices, while leaving roughly half of the mezzanine area as storage for the Highway Department.

The existing Facilities Coordinator position would be better suited to have office space in this proposed area, as it allows this individual access to work areas and tools not readily available in the administrative wing.

The Village opened bids on December 20, 2019 to construct four new offices at the DPW building mezzanine. Five total bids were received, and the results are attached. The bids received were generally in line with expected total construction costs, and all bidders were pre-qualified.

RECOMMENDATION: Staff recommends that the Village Board: **Move to award the contract for the DPW Building Mezzanine Office Renovations to the lowest responsible bidder, Absolute Construction, for an amount of \$107,700.**

FISCAL NOTE: Adequate funds were budgeted in 2020 to cover the expenses associated with this contract.

PREPARED BY: Anthony J. Beyer
Director of Public Works/Village Engineer

DATE: January 13, 2020

Bid Opening Results for:

**VILLAGE of MT. PLEASANT - DPW BUILDING
MEZZANINE RENOVATION**

8700 Campus Drive
Mt. Pleasant, WI 53406

December 20, 2019

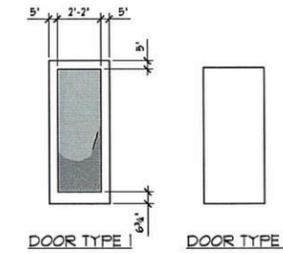
Company	Base Bid	Mark Up
Absolute Construction	\$107,700	10%
Bukacek Construction	\$135,995	10%
Camosy Construction	\$115,000	10%
Katt Construction	\$133,220	10%
Rasch Construction	\$135,000	10%

DOOR SCHEDULE

NO.	DOOR SIZE (WIDTH x HEIGHT x THICKNESS)	DOOR					FRAME				FIRE RATING	HARDWARE / NOTES	DETAILS
		TYPE	MATERIAL	FINISH	GLASS	MISC.	TYPE	MATERIAL	FINISH	GLASS			
101	3'-0" x 7'-0" x 1 1/4"	1	WOOD	PRE-FINISHED STAIN and VARNISH	1/4" CLEAR TEMPERED	---	A	HOLLOW METAL	PAIN	---	---	OFFICE LOCKSET, 3 SETS BUTT HINGES, CLOSER, WALL BUMPER	
102	3'-0" x 7'-0" x 1 1/4"	2	WOOD	PRE-FINISHED STAIN and VARNISH	---	---	A	HOLLOW METAL	PAIN	---	---	STOREROOM LOCKSET, 3 SETS BUTT HINGES, WALL BUMPER	
103	3'-0" x 7'-0" x 1 1/4"	1	WOOD	PRE-FINISHED STAIN and VARNISH	1/4" CLEAR TEMPERED	---	A	HOLLOW METAL	PAIN	---	---	OFFICE LOCKSET, 3 SETS BUTT HINGES, WALL BUMPER	
104	3'-0" x 7'-0" x 1 1/4"	1	WOOD	PRE-FINISHED STAIN and VARNISH	1/4" CLEAR TEMPERED	---	A	HOLLOW METAL	PAIN	---	---	OFFICE LOCKSET, 3 SETS BUTT HINGES, WALL BUMPER	
105	3'-0" x 7'-0" x 1 1/4"	1	WOOD	PRE-FINISHED STAIN and VARNISH	1/4" CLEAR TEMPERED	---	A	HOLLOW METAL	PAIN	---	---	OFFICE LOCKSET, 3 SETS BUTT HINGES, WALL BUMPER	

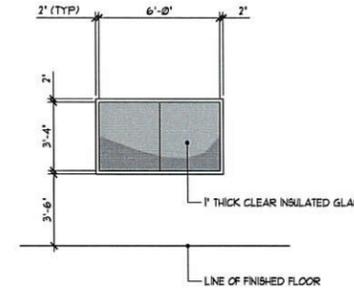
DOOR SCHEDULE NOTES

1. ALL HARDWARE FINISH SHALL BE 626 SATIN CHROME.
2. SEE TYPICAL DOOR FRAME INSTALLATION DETAILS ON THIS SHEET.



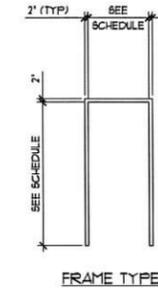
TYPICAL DOOR TYPE ELEVATIONS

SCALE: 1/4" = 1'-0"



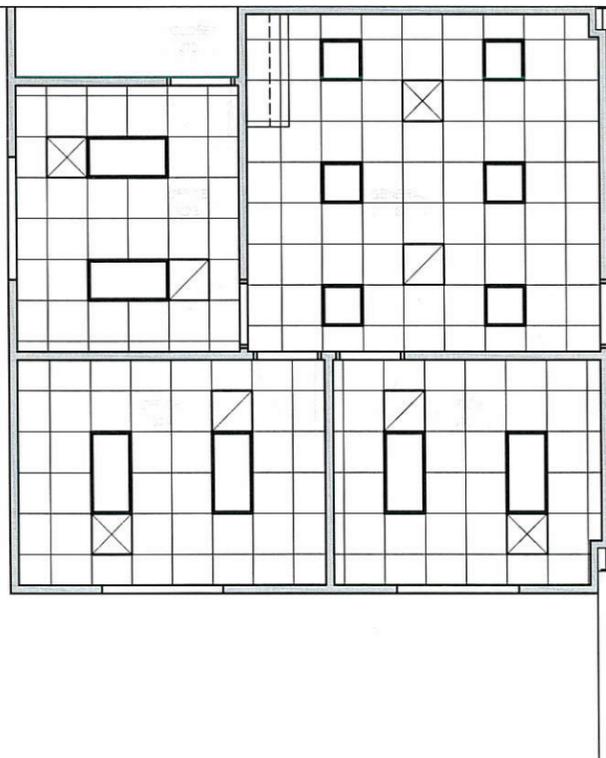
TYPICAL WINDOW ELEVATION

SCALE: 1/4" = 1'-0"

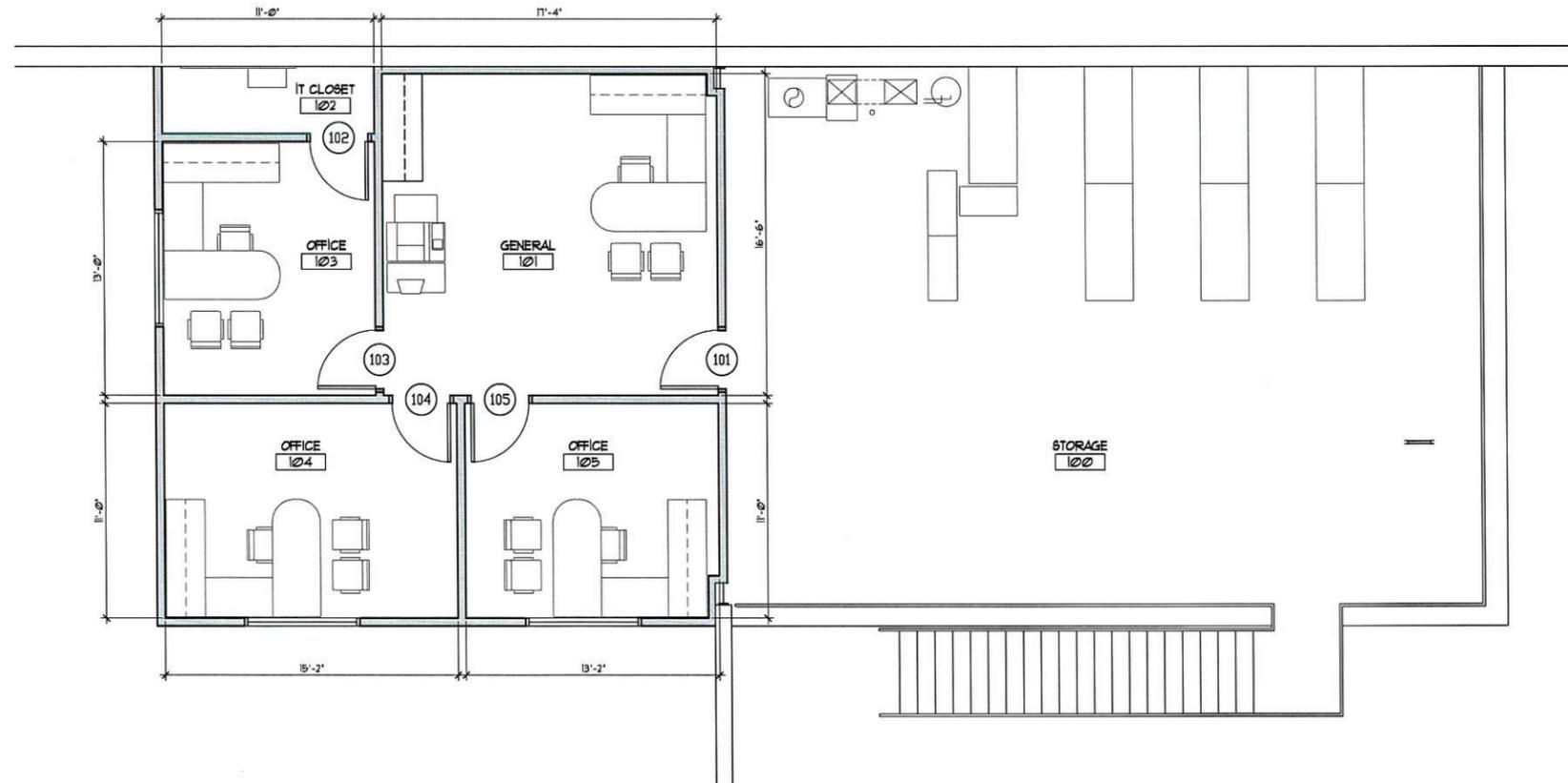


TYPICAL DOOR FRAME TYPE ELEVATIONS

SCALE: 1/4" = 1'-0"



REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"



REMODELED FLOOR PLAN
SCALE: 1/4" = 1'-0"

mezzanine renovation for:
VILLAGE of MT. PLEASANT • DPW BUILDING
 8700 CAMPUS DRIVE
 MT. PLEASANT, WI 53406

BUTTERFIELD, RUDIE & SEITZ, INC.
 RACINE, WISCONSIN
 PHONE: (262) 634-5565
 EMAIL: info@brs-architects.com

ARCHITECTURE • ENGINEERING • PLANNING

**Butterfield
Rudie
& Seitz**

BRS PROJECT NO.
29-19
AUG. 26, 2019

REVISIONS

SHEET NO.
A4

STATE OF WISCONSIN : VILLAGE OF MOUNT PLEASANT : RACINE COUNTY

RESOLUTION NO. 03-2020

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE
SPECIAL ASSESSMENT POWERS GRANTED BY
SECTION 70-51 OF THE MUNICIPAL CODE,
AND SECTION 66.0701 OF THE STATE STATUTES
AND ESTABLISH A PUBLIC HEARING DATE, FEBRUARY 10, 2020,
FOR NEW CURB AND GUTTER CONSTRUCTION ON BOTH SIDES OF 16TH STREET
FROM OAKES ROAD TO STH 31 AND ON BOTH SIDES OF EMMERTSEN ROAD FROM
16TH STREET TO 630' NORTH OF 16TH STREET

WHEREAS, the Village Board has determined that it is expedient and necessary for the best interests of the Village, its people and the property affected thereby that the following permanent improvements be made as described in this preliminary resolution.

NOW, THEREFORE BE IT RESOLVED by the Village President and Village Board of the Village of Mount Pleasant.

1. The Village Board declares its intent to exercise police powers granted to it by law and adjudge that it is necessary for the health, safety and welfare of the public and affected property owners that a public work improvement be made for the purpose of new curb and gutter construction on both sides of 16th Street from Oakes Road to STH 31 and on both sides of Emmertsen Road from 16th Street to 630' north of 16th Street (Assessment District).
2. The Village Board in this process exercises its power to levy special assessments under its police power as authorized in Section 70-51 of the Municipal Code and Section 66.0701 of the Wisconsin Statutes.
3. The Village Board further declares that a public hearing be held on February 10, 2020, to consider this project and its funding.
4. The Village Board further declares that the amount assessed against any property for this improvement shall be upon a reasonable basis as determined by the Village Board and further that the number of installments that shall be made to pay the assessment shall be in accordance with Section 70-51(O) of the Municipal Code and incorporated herein by reference.
5. That the Village Engineer and/or his authorized representative is directed to prepare the report as described in Wis. Stat. §66.0703(4) and (5) for the curb and gutter installation in the Assessment District. The report shall include:
 - a) Final plans and specifications for the improvements.
 - b) An estimate or actual cost of the improvements.
 - c) A schedule of the proposed assessments.
6. Upon completion of such report the Village Engineer and/or his authorized representative is directed to file a copy thereof in the Office of the Village Clerk for public inspection.

6. That the Village Clerk is directed to schedule and give notice of a Public Hearing to be conducted by the Village President and Village Board in accordance with the provisions of Wis. Stat. §66.0703(7)(a).

INTRODUCED at a regular meeting of the Village Board of the Village of Mount Pleasant this _____ day of _____, 2020.

PASSED AND ADOPTED by the Village Board of the Village of Mount Pleasant on the _____ day of _____, 2020.

APPROVED:

David Degroot, Village President

ATTEST:

Stephanie Kohlhausen, Village Clerk

AYES _____

NOES _____

ABSENT _____

EXHIBIT A ENGINEER'S REPORT

**Final Report of the Engineer
On the special assessments for concrete curb & gutter
on 16th Street between Oakes Road and STH 31
and Emmertsen Road from 16th Street to 630'
north of 16th Street
Village of Mount Pleasant
Racine County, WI**

In accordance with the requirements of State Statute §66.0703 and the preliminary resolution proposed for the Mount Pleasant Village Board on January 13, 2020, I herewith submit the preliminary report on the assessments for concrete curb and gutter installation with the 16th Street Reconstruction project. All data included in this report is based on as-bid costs:

This report consists of the following schedules attached hereto:

Schedule A: Plans and Specifications

Schedule B: Cost of the proposed improvements

Schedule C: Schedule of assessment against each benefited parcel. Benefits as to each parcel of property affected as made from the inspection of each parcel.

Schedule D: Verification that the property against which the assessments are proposed is benefitted.

Schedule E: Policies and Procedures – Special Assessment Policy

It has been determined by the Mount Pleasant Village Board and the Village Engineer that the properties against which the assessments are proposed: are benefitted from said project; that all assessments are pursuant to State Statute §66.0703(1) and constitute an exercise of the Police Powers; and that said assessments are upon a reasonable basis as determined by the Village Board.



Ron J. Pritzlaff, P. E.
Deputy Director of Public Works

January 6, 2020

EXHIBIT A
Schedule A
Final Report of the Engineer
Benefit Assessments for Concrete Curb and Gutter
16th Street & Emmertsen Road
Village of Mount Pleasant
Racine County, WI

There is on file at the office of the Village Engineer, a complete set of plans and specifications covering the work completed.

Said plans and specifications are hereby incorporated into this report to the same force and effect as though said plans and specifications were hereto attached.



Ron J. Pritzlaff, P.E.
Deputy Director of Public Works

EXHIBIT A
Schedule B
Assessments for Curb and Gutter
16th Street between Oakes Road and STH 31
Emmertsen Road from 16th Street to 630' north of 16th Street
Village of Mount Pleasant
Racine County, WI

Concrete Curb and Gutter Installation Cost Calculation

Payment of the assessment shall be in accordance with the "Policies and Procedures Special Assessment Policy" attached as Exhibit A, Schedule E.

Total Construction Cost = \$250,077.50

Total Assessable Lineal Footage = 5,450.47

ASSESSMENT AMOUNT = \$90,176.49

TOTAL ASSESSMENT AMOUNT = \$90,176.49

VILLAGE OF MOUNT PLEASANT = \$159,901.01

EXHIBIT A

Schedule C

Cost Benefit Assessments for Concrete Curb and Gutter

16th Street between Oakes Road and STH 31

Emmertsen Road from 16th Street to 630th north of 16th Street

Village of Mount Pleasant

Racine County, WI

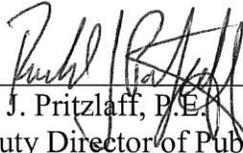
Parcel #	Final Name	Last Name	Mailing Address	Physical Address	City	State	Zip	Frontage	Linear Feet	Unit Cost	Total Price	Location of Frontage
1510221422	0903 DEBEK	DEFRANCO	1721 STODDARD CR	STODDARD 1721	RACINE	WI	53406	4173	0.00	\$16.00	\$0.00	Rear
1510221422	0904 WESLEY R	REDJIN	1718 STODDARD CR	STODDARD 1718	RACINE	WI	53406	4173	0.00	\$16.00	\$0.00	Rear
1510221422	0905 WESLEY R	REDJIN	1716 STODDARD CR	STODDARD 1716	RACINE	WI	53406	4173	0.00	\$16.00	\$0.00	Rear
1510221422	0912 HILARIA	RODRIGUEZ-QUIJANA	1639 STODDARD LN	STODDARD 1639	RACINE	WI	53406	4173	0.00	\$16.00	\$0.00	Rear
1510221422	0906 NICHOLAS & CHRISTINE	SIEKIER	1701 STODDARD LN	STODDARD 1701	RACINE	WI	53406	6059	0.00	\$16.00	\$0.00	Rear
1510221422	0907 THOMAS & JENNIFER	SIEKIER	1649 STODDARD LN	STODDARD 1649	RACINE	WI	53406	6459	0.00	\$16.00	\$0.00	Rear
1510221422	0908 THOMAS & KAREN	BOVEN	1644 STODDARD LN	STODDARD 1644	RACINE	WI	53406	6500	0.00	\$16.00	\$0.00	Rear
1510221422	0909 JAMES A	MARKSTROM	1639 STODDARD LN	STODDARD 1639	RACINE	WI	53406	6500	0.00	\$16.00	\$0.00	Rear
1510221422	0910 NATALIE	SCOTT	1635 STODDARD LN	STODDARD 1635	RACINE	WI	53406	6500	0.00	\$16.00	\$0.00	Rear
1510221422	0911 NATALIE	SCOTT	1635 STODDARD LN	STODDARD 1635	RACINE	WI	53406	6500	0.00	\$16.00	\$0.00	Rear
1510221421	0900 KASSICA	WELIN	1542 PRARIE DR	PRARIE DR 1542	RACINE	WI	53406	9,238 - 53,080	0.00	\$16.00	\$0.00	Rear
1510221421	0901 JAMITHA & KAREN	LARSEN	1546 PRARIE DR	PRARIE DR 1546	RACINE	WI	53406	1403.84	0.00	\$16.00	\$0.00	Rear
1510221421	0902 JAY D	HURDY	1549 PRARIE DR	PRARIE DR 1549	RACINE	WI	53406	1124.63	0.00	\$16.00	\$0.00	Rear
1510221421	0903 DAN M	ATKINSON	1549 PRARIE DR	PRARIE DR 1549	RACINE	WI	53406	1424.35	0.00	\$16.00	\$0.00	Rear
1510221417	0906 ZETTIE L	MARTIN	6848 GRIFFIN CT	GRIFFIN CT 6848	RACINE	WI	53406	134.60	0.00	\$16.00	\$0.00	Rear
1510221417	0900 CRAIG & JULIA	SMALL	6848 GRIFFIN CT	GRIFFIN CT 6848	RACINE	WI	53406	35.99	0.00	\$16.00	\$0.00	Rear
1510221417	0901 LESTER & PAULEA	KUCKHAVER	1540 OXFORD DR	OXFORD LN 1540	RACINE	WI	53406	602.2 - 16th	0.00	\$16.00	\$0.00	Style
1510221417	0902 RYAN	MEYER	6375 GRIFFIN CT	GRIFFIN CT 6375	RACINE	WI	53406	601.00	0.00	\$16.00	\$0.00	Rear
1510221417	0903 RYAN	SHEPHERD	6375 GRIFFIN CT	GRIFFIN CT 6375	RACINE	WI	53406	601.00	0.00	\$16.00	\$0.00	Rear
1510221431	0900 BVC PROPERTIES, LLC		3924 WYOMING WAY	BROOKS CT 6741	RACINE	WI	53406	12.01 - 16th	0.00	\$16.00	\$0.00	Rear
1510221431	0900 ANGE MARIE	MATHEREK	6733 BROOKS CT	BROOKS CT 6733	RACINE	WI	53406	5.82 - Oxford	0.00	\$16.00	\$0.00	Rear
1510221408	0904 MT PLEASANT HILLS, LLC		3038 S 74TH STREET	SUNNYLOPPE DR	GREENFIELD	WI	53220	139.40	0.00	\$16.00	\$0.00	Rear
1510221408	0905 MT PLEASANT HILLS, LLC		3038 S 74TH STREET	SUNNYLOPPE DR	GREENFIELD	WI	53220	680.37	0.00	\$16.00	\$0.00	Undeveloped
1510221408	0906 MT PLEASANT HILLS, LLC		3038 S 74TH STREET	GEN EXCLUSIVE DR	GREENFIELD	WI	53220	111.75	0.00	\$16.00	\$0.00	Undeveloped
1510221416	0901 GERALD & DEBRA	BOJVIN	1542 MEADOWLANE AVE	MEADOWLANE AVE 1542	RACINE	WI	53406	400.00	0.00	\$16.00	\$0.00	Style
1510221415	0900 DJIN	DOMANICO	1541 MEADOWLANE AVE	MEADOWLANE AVE 1541	RACINE	WI	53406	107.76 - 16th	0.00	\$16.00	\$0.00	Style
1510221416	0900 KENNETH & DEBRA	KLOPFSTEIN	1616 MEADOWLANE AVE	MEADOWLANE AVE 1616	RACINE	WI	53406	202.89 - 16th	0.00	\$16.00	\$0.00	Style
1510221415	0900 REPUBLIC SERVICES		PO BOX 29246	MEADOWLANE AVE 1511	PHOENIX	AZ	85038	74.86 - 16th	0.00	\$16.00	\$0.00	Undeveloped
1510221415	0900 REPUBLIC SERVICES		PO BOX 29246	MEADOWLANE AVE 1511	PHOENIX	AZ	85038	74.86 - 16th	0.00	\$16.00	\$0.00	Undeveloped
1510221314	0900 ANSAWOLD		1754 42ND AVE	MEADOWLANE AVE 1542	RACINE	WI	53406	19,231 - Meadowlans	0.00	\$16.00	\$0.00	Style
1510221314	0900 AP ENTERPRISES LLC		2054 KUARNKEY AVE	MEADOWLANE AVE 1541	RACINE	WI	53406	107.76 - 16th	0.00	\$16.00	\$0.00	Style
1510221314	0900 THOMAS & ANNEMARIE	HAUDENFELD	260 56TH AVE	16TH ST 6101	RACINE	WI	53406	76.43 - 16th	0.00	\$16.00	\$0.00	Frontage
1510221314	0900 RUFFOLO		P O BOX 1123	16TH ST 6000	KENOSHA	WI	53144	239.84 - Roundabout	0.00	\$16.00	\$0.00	Frontage
1510221315	0900 LINCOLN MANOR	REDEVELOPMENT LLC	201 TEXAS HWY SOUTH 100	16TH ST 5803	AUSTIN	TX	78758	78.11 - Roundabout	0.00	\$16.00	\$0.00	Frontage
1510221315	0900 HEDRITA LLC		3701 SPRING LAKE DR	16TH ST 5803	AUSTIN	TX	78758	78.11 - Roundabout	0.00	\$16.00	\$0.00	Frontage
1510221315	0900 JIMMY PLEASANT		1510 S EMBERS RD	16TH ST 5803	AUSTIN	TX	78758	78.11 - Roundabout	0.00	\$16.00	\$0.00	Frontage
1510221415	0900 BERTHA & EDGAR	PEREZ	1520 S EMBERS RD	EMBERTSEN RDS 1520	RACINE	WI	53406	251.02	0.00	\$16.00	\$0.00	Style
1510221415	0900 CHARLES & ROSEMARIE	DOMANICO	1511 MEADOWLANE AVE	EMBERTSEN RDS 1510	RACINE	WI	53406	92.60 - Roundabout	0.00	\$16.00	\$0.00	Frontage
1510221415	0900 LOUIS & DARLENE	MICHELLE	1446 S EMBERS RD	EMBERTSEN RDS 1446	RACINE	WI	53406	92.60 - Roundabout	0.00	\$16.00	\$0.00	Frontage
1510221411	0900 LOUIS & DAVID	BURRICH	1446 S EMBERS RD	EMBERTSEN RDS 1446	RACINE	WI	53406	92.60 - Roundabout	0.00	\$16.00	\$0.00	Frontage
1510221414	0900 PETER & PATRICIA	MEYER	1438 S EMBERS RD	EMBERTSEN RDS 1438	RACINE	WI	53406	92.60 - Roundabout	0.00	\$16.00	\$0.00	Frontage
1510221414	0900 BURGNE	MCDRIST	1531 MEADOWLANE AVE	MEADOWLANE AVE 1531	RACINE	WI	53406	125.92 - Roundabout	0.00	\$16.00	\$0.00	Frontage
1510221314	0901 KETIA A	ANSARI	1254 42ND AVE	EMBERTSEN RDS 1405	WISCONSIN	WI	53406	54.41 - Roundabout	0.00	\$16.00	\$0.00	Style
1510221314	0902 HARTMAN	GROUP LLC	1320 MONROE AVE	EMBERTSEN RDS 1405	WISCONSIN	WI	53406	54.41 - Roundabout	0.00	\$16.00	\$0.00	Style
1510221314	0900	Pressure Point Condos		1405 Sun Valley Drive	Recrete	WI	53406	235.63	0.00	\$16.00	\$0.00	Recre
1510221314	0900	6939 Mariner Drive		1440 Fox Trail Drive	Recrete	WI	53406	236.62	0.00	\$16.00	\$0.00	Recre
1510221333	0900	MT Pleasant, WI		1412 Woodstock Ct	Recrete	WI	53406	212.58	0.00	\$16.00	\$0.00	Recre
1510221333	0900											
Total Linear Feet											5491.47	
Total Cost											\$89,176.49	

EXHIBIT A

Schedule D

**Cost Benefit Assessments for Concrete Curb and Gutter
16th Street between Oakes Road and STH 31
Emmertsen Road from 16th Street to 630' north of 16th Street
Village of Mount Pleasant
Racine County, WI**

By this statement, let it be known that the properties against which active special assessments are proposed have been inspected and receive a special benefit by the construction of concrete curb and gutter due to their location abutting said properties.



Ron J. Pritzlaff, P.E.
Deputy Director of Public Works

EXHIBIT A

Schedule E

POLICIES AND PROCEDURES SPECIAL ASSESSMENT POLICY

The Village Board, at its July 12, 2004 meeting approved this policy for all special assessments.

Special Assessments shall be paid in full or in annual installments. Assessments may also be partially or in whole prepaid after the installment method has been selected. The number of annual installments in which an assessment is to be paid will be determined in the Preliminary Assessment Resolution based on the total amount of the assessment in accordance with the following:

- a) If the assessment is less than \$400.00, the assessment shall be paid in one (1) payment within 90 days of completion of the project.
- b) If the assessment is at least \$400.01 to \$1,500.00 the assessment shall be paid in five (5) annual installments.
- c) If the assessment is greater than \$1,500.01, the assessment shall be paid in ten (10) annual installments as determined by the preliminary assessment roll. In no event shall the assessment installments be greater than 10 (ten) years.

The rate of interest on the outstanding balance shall be at least 1% greater than the rate of interest the municipality paid on the bonds which were issued to finance the project, or in the event no bonds were issued, then at least 1% greater than the average rate of interest on all definitive bonds issued the previous calendar year.

AMOUNT	TERMS
Up to \$400.00	Pay in full within 90 days of project completion
\$400.01 to \$1,500.00	Up to five annual installments
\$1,500.01 and above	Up to ten annual installments
	IN NO CASE MORE THAN 10 YEARS

All active and deferred special assessments are due and payable in full upon, change in ownership, sale, or subdivision of the property.



SOUTH SHORE FIRE DEPARTMENT

3900 Old Green Bay Road - Mt Pleasant - WI 53403 – 262-995-1200 – 262-995-1208 Fax

VILLAGE BOARD **EXECUTIVE SUMMARY** **BUDGET RESOLUTION 4-2020** **1-13-2020**

TITLE: Approval of the Funding for Assistance for the Medicare Data Collection Project

BACKGROUND: The South Shore Fire Department has been notified that we have been randomly selected to participate in the Medicare Ground Cost Data Collection Program.

The SSFD will be required to collect costs, revenue, utilization, and other information for our organization. WE will be required to collect and report the information for a one-year period starting January 1, 2020.

The collection and reporting of the information and date is required. Failure to sufficiently submit information under the data collection will result in a 10 percent reduction to payments under the Medicare Part B Ambulance Fee Schedule.

We will be required to report information which will then be used to analyze the adequacy of Medicare payments for ground ambulance services. The time to provide all the data and to complete the reporting requirements will very time consuming for both the SSFD and the Finance Director's office. More importantly it will be critical that all of the data is being reported accurately. The following table is the type of data that will need top be collected and reported.

Component (Data Collection Instrument Section)	Broad Description
Ground ambulance organization characteristics (2-4)	Information regarding the identity of the organization and respondent(s), service area, ownership, response time, and other characteristics; broad questions about offered services to serve as screening questions.
Utilization: Ground ambulance service volume and service mix (5 and 6)	Number of responses and transports, level of services reported by HCPCS code.
Costs (7-12)	Information on all costs partially or entirely related to ground ambulance services.
<ul style="list-style-type: none"> ● Staffing and Labor Costs (7) 	Number and costs associated with EMTs administrative staff, and facilities staff; separate reporting of volunteer staff and associated costs.
<ul style="list-style-type: none"> ● Facilities Costs (8) 	Number of facilities; rent and mortgage payments, insurance, maintenance, and utility costs.
<ul style="list-style-type: none"> ● Vehicle Costs (9) 	Number of ground ambulances; number of other vehicles used in ground ambulance responses; annual depreciation; total fuel, maintenance, and insurance costs.
<ul style="list-style-type: none"> ● Equipment & Supply Costs (10) 	Capital medical and non-medical equipment; medical and non-medical supplies and other equipment.
<ul style="list-style-type: none"> ● Other Costs (11) 	All other costs not reported elsewhere.
<ul style="list-style-type: none"> ● Total Cost (12) 	Total costs for the ground ambulance organization included as a way to cross-check costs reported in the instrument.
Revenue (13)	Revenue from health insurers (including Medicare); revenue from all other sources including communities served.

Due to the amount of time required to participate in this program and the amount of expertise required to make sure we are reporting the information and data accurately and in a timely manner we believe it would be in the best interest to utilize the services of an outside agency with the needed expertise.

The company that we are interested in using is Public Consulting Group, which is the group recommended by our ambulance billing service.

They are able to offer three levels of expertise as shown in the figure below:

Support Services		
STANDARD <i>Training and Help Desk Support</i>	PROFESSIONAL <i>Training, Help Desk Support, and Detailed Desk Review</i>	PREMIUM <i>Comprehensive Medicare Cost Report Survey Preparation and Audit Support</i>
<ul style="list-style-type: none"> ✓ Medicare Cost Survey training via secure web-based portal with access to individual training modules for each survey component ✓ Data compilation guidance and automated tools to facilitate data collection and cost survey preparation ✓ Dedicated help desk support*, up to five scheduled hours 	<ul style="list-style-type: none"> ✓ Detailed desk review of the Medicare Cost Report Survey and supporting documentation with summary of findings ✓ Analysis of costs in comparison to “like-sized” departments ✓ Written report of findings with recommendations, areas of concern, and considerations ✓ Scheduled conference call to walk through desk review results, cost analysis, and recommendations ✓ All STANDARD services: <ul style="list-style-type: none"> ○ Medicare Cost Survey training via secure web-portal with access to individual modules ○ Data compilation guidance and tools ○ Dedicated help desk support 	<ul style="list-style-type: none"> ✓ Dedicated team of experts to complete the Medicare Cost Survey on behalf of your department ✓ On-going communication; initial data collection and close-out survey review meetings, timely updates and feedback ✓ Detailed data analysis: expenditures assessment, unallowable costs adjustments, and utilization statistics verification ✓ Preparation and audit of Medicare Cost Survey and supporting documentation ✓ CMS submission of final report and supporting documentation ✓ Federal audit support ✓ Full access to web-based portal and training resources
\$2,500	\$10,000	\$35,000

*Additional help desk support for \$225 per hour.

Finance Director Michael Bonn agrees with the request to use this outside vendor with the special expertise to assist us with the Cost Data Collection Program, and he has been in contact with Public Consulting Group. We are requesting that we use the Public Consulting Group at the Premium Level described in the above table at the cost of \$35,000. It is important that we move quickly as the one-year time period started on January 1, 2020.

FISCAL IMPACT: We are requesting that the funds of \$35,000 come from the General Fund Balance Account (100) as designated by the Finance Director. Budget resolution attached.

RECOMMENDATION: The Village Board should approve the request of the fire department to transfer funds of \$35,000 to be used for the services of Public Consulting Group to assist with the Medicare Data Collection Project.

PREPARED BY: Robert Stedman, Fire Chief

DATE: January 13, 2020

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between Public Consulting Group, Inc. (“PCG”) and Village of Mount Pleasant (“CLIENT”) as of [REDACTED] (“Effective Date”).

WHEREAS, CLIENT is seeking Medicare Cost Reporting Services, and

WHEREAS, PCG possesses professional skills that can assist CLIENT; and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform certain professional services for CLIENT;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PCG and CLIENT hereby agree as follows:

- 1. Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in **Attachment A** (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- 2. Term.** This Agreement will be effective from the Effective Date through June 30, 2022, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement.
- 3. Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in **Attachment B** and this Section 3, and unless the parties agree otherwise in writing, will not pay PCG any other benefits, expenses, or compensation.
 - a.** CLIENT will compensate PCG within thirty (30) days following the receipt of itemized billing statements from PCG that satisfactorily describe the hours and dates that PCG performed the Contracted Services, the services performed, and any expenses incurred.
 - b.** Upon termination of this Agreement, other than termination for cause, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination.
- 4. Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice, not to exceed ten (10) business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.

5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

For PCG:

Public Consulting Group, Inc.
148 State Street, 10th Floor
Boston, MA 02109
Attn: James Dachos
Email: JDachos@pcgus.com

For CLIENT:

Village of Mount Pleasant
8811 Campus Drive
Mount Pleasant, WI 53406
Attn: Michael Bonn, MBA
Email: MBonn@mtpleasantwi.gov

6. **PCG Representation.** PCG represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. PCG shall immediately notify CLIENT regarding the circumstances if this representation becomes no longer accurate during the term of this Agreement.
7. **Standards of Conduct.** PCG shall comply with all applicable laws, rules, regulations, and standards of ethical conduct in the performance of this Agreement.
8. **Relationship of the Parties**
- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
 - b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT will deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
 - c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.

- b. The Receiving Party shall hold Proprietary or Confidential Information in strict confidence, in perpetuity, and shall use and disclose such information to its employees only for purposes of this Agreement and the Contracted Services.
- c. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this Agreement and the Contracted Services, without the prior written consent of the Disclosing Party.
- d. The Receiving Party shall use at least the same standard of care for protecting Proprietary or Confidential Information that it uses to prevent disclosure of its own proprietary or confidential information, but in no case less than reasonable care.
- e. Nothing in this Agreement prohibits the Receiving Party from disclosing Proprietary or Confidential Information pursuant to a lawful order of a court or government agency, but only to the extent of such order, and only if the Receiving Party gives immediate notice of such order to the Disclosing Party in order that the Disclosing Party may seek a protective order or take other action to protect the information that was ordered to be disclosed.
- f. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- g. The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall be entitled to, in addition of any other remedies, the entry of injunctive relief and specific performance.
- h. Upon termination of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination of this Agreement, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.

13. Intellectual Property. Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property

under this Agreement does not infringe upon the intellectual property rights of any third party.

14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the Commonwealth of Massachusetts, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, and agree that the state and federal courts of Suffolk County, Massachusetts shall have exclusive jurisdiction over the enforcement of this Agreement.
20. **Miscellaneous**
 - a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
 - b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL

LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

- c. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- f. Each party represents that: (i) it has the authority to enter into this Agreement; and (ii) that the individual signing this Agreement on its behalf is authorized to do so.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP, INC.

VILLAGE OF MOUNT PLEASANT

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTACHMENT A CONTRACTED SERVICES

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following Contracted Services upon the CLIENT'S notification of its required participation in the Medicare Cost Data Collection Survey. Specifically, PCG will execute the following steps to complete the survey on behalf of the CLIENT:

- Develop a detailed data request, based in part on CMS requirements, for those items that will be collected and provided by the CLIENT ("Client Data").
- PCG will prepare and audit the completed Medicare Cost Survey and its supporting documentation.
- Using the Client Data 'as is', based on what the CLIENT provided, prepare the Cost Survey in accordance with the Medicare principles of reimbursement that include but are not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and other relevant documents which provide regulatory guidance on allowable costs and provider charges.
 - The parties agree and acknowledge that PCG is not responsible for any errors or omissions in the (i) Client Data that it receives from CLIENT and (ii) Cost Survey that it prepares based on the Client Data.
- PCG will provide a report to the CLIENT that will include the submission of work papers and methodologies for the filing of the Medicare Cost Data Survey along with the completed report.
- Following the completion of the report and written approval from the CLIENT, PCG will, on behalf of the CLIENT, submit the final Medicare Cost Data Survey and supporting documentation to Centers for Medicare and Medicaid Services (CMS).
- PCG will provide commercially reasonable efforts in supporting the CLIENT, upon written request by the CLIENT, in the event of a state or federal audit. PCG will develop responses to any inquiries from the CMS related to CLIENT's filed survey.
 - PCG shall not be obligated to reimburse CLIENT for any audit findings or disallowances resulting from the errors, acts, or omissions of the CLIENT. The Contracted Services PCG is providing is in good faith and based on the data the CLIENT provides to PCG on an 'as is' basis. The CLIENT warrants that the data and any supporting information provided to PCG is accurate and complete and that the CLIENT has appropriate records to substantiate such data and the filed survey submitted on their behalf by PCG.

**ATTACHMENT B
COMPENSATION**

Pursuant to the terms and conditions of this Agreement, CLIENT shall compensate PCG \$35,000.00. PCG will invoice CLIENT within thirty (30) days of the Medicare Cost Data Survey submission to CMS. CLIENT will remit payment to PCG within thirty (30) days of invoice receipt.

Resolution 4-2020

**A Resolution Amending 2020 Adopted Budget
of the Village of Mount Pleasant**

THE VILLAGE BOARD OF THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, DOES RESOLVE AS FOLLOWS:

WHEREAS, Pursuant to Wis. Statutes. 65.90(5) (a), the Village Board of Mount Pleasant is permitted to approve budget amendments to its 2020 budget, and

WHEREAS, management has determined that certain expenditures be properly allocated within the Operating Fund 100 with regards to Fire Contracted Services.

WHEREAS, the South Shore Fire Department has been selected and are required to participate in the Medicare Ground Cost Data Collection Program. South Shore Fire Department and the Finance Department would like to use funds from the general fund to pay for contracted services to provide all support services necessary to complete and satisfy the requirement.

NOW THEREFORE, BE IT RESOLVED that the Village Board of Mount Pleasant does hereby approve the budget amendments on the attached page.

Adopted by a two-thirds vote of the Mount Pleasant Village Board this 13th day of January, 2020.

David DeGroot
Village President

ATTEST:

Stephanie Kohlhagen
Village Clerk

Budget Resolution 4-2020
Medicare Data Collection Project



Dr	100-52-52200-529000	FIRE-CONTRACT SERV	\$ 35,000.00
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AMENDED MEMORANDUM OF UNDERSTANDING

VILLAGE OF MOUNT PLEASANT, WISCONSIN

and

ADAMS STREET DEVELOPMENT, LLC

BACKGROUND

The Village of Mount Pleasant (“Village”) is facilitating infrastructure improvements in the area of TID No. 5 and owns property in the Village of Sturtevant on the north side of Braun Road, east of County Trunk Highway H (“CTH H”) known as Parcel 705, Tax Key No. 181-03-22-28-003-001. Adams Street Development, LLC, a Wisconsin limited liability company (“Adams Street”), owns property in the Village of Sturtevant on the north side of Braun Road, east of CTH H including those known as Parcel 701, Tax Key No. 181-03-22-28-010-001, and Parcel 703, Tax Key No. 181-03-22-28-005-000.

The parties have previously agreed that Adams Street will convey Parcel 703 to Village for \$80,000 for purposes of Village locating a water booster station on the property.

The parties have kept a ledger of accounts concerning the expenses associated with installing storm water ponds in the area of TID No. 5 to service both private development and road improvements (the “Ledger”). Under the Ledger, Village owes Adams Street \$212,163.50 in reimbursement for its share of costs associated with these storm water ponds.

Village has already acquired 2.749 acres from Parcel 701 needed for roadway expansion and storm water drainage.

Village now needs to acquire 2.246 acres from Parcel 701 for storm water drainage for CTH H.

Parcel 705 is 9.824 net acres (10.054 - 0.230 existing right of way).

PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) is to outline the generally agreed-upon terms and responsibilities related to the payment from Village to Adams Street for Parcel 703, Village swapping Adams Street a portion of property on Parcel 705 for a portion of property on Parcel 701 for storm water drainage, and the sale of the remainder of Parcel 705 from Village to Adams Street.

AGREEMENT OF PARTIES

The parties agree as follows:

A. Village acknowledges and agrees to:

1. Pay \$50,713.50 in cash to Adams Street in partial payment for Parcel 703.
2. Add to the Ledger \$29,286.50 that Village owes Adams Street for the balance of the payment for Parcel 703. ($\$80,000 - \$50,713.50 = \$29,286.50$).
3. Acknowledge that the Ledger now shows Village owes Adams Street a total of \$241,450 ($\$212,163.50 + \$29,286.50 = \$241,450$).
4. Acquire an additional 2.246 acres from Parcel 701 from Adams Street.
5. Convey all 9.824 net acres of Parcel 705 to Adams Street.
6. That the parties are made whole by Adams Street's acquisition of 9.824 acres of Parcel 705, through the Village's additional acquisition of 2.246 acres of Parcel 701 and zeroing out of Adams Street's balance of \$241,450 in the Ledger. 9.824 acres is 7.578 acres more than the 2.246 acres needed from Parcel 701. $\$241,450 \div 7.578 \text{ acres} = \$31,862 \text{ per acre}$.

B. Adams Street acknowledges and agrees to:

1. Accept cash payment of \$50,713.50 from Village and the addition of \$29,286.50 to the Ledger for payment of Parcel 703.
2. Acknowledge that the Ledger now shows Village owes Adams Street a total of \$241,450.
3. Convey an additional 2.246 acres of Parcel 701 to Village for storm water drainage.
4. Accept the conveyance of 9.824 net acres of Parcel 705.
5. That the parties are made whole by Adams Street's acquisition of 9.824 acres of Parcel 705, through the Village's additional acquisition of 2.246 acres of Parcel 701 and zeroing out of Adams Street's balance of \$241,450 in the Ledger. 9.824 acres is 7.578 acres more than the 2.246 acres needed from Parcel 701. $\$241,450 \div 7.578 \text{ acres} = \$31,862 \text{ per acre}$.

MUTUAL ACKNOWLEDGEMENTS

All of the parties shall act expeditiously to undertake their respective responsibilities identified herein. Further, the parties recognize that the terms of this MOU are subject to additional refinement and negotiations as well as the fiduciary and statutory obligations of the parties.

Each person signing this MOU warrants that he/she is duly authorized to execute this document and to bind their respective Corporate Entity and Village.

(SIGNATURES ON FOLLOWING PAGE)

Date: _____, 2020

ADAMS STREET DEVELOPMENT, LLC

Dr. Alan S. Yeung, Authorized Representative

Date: _____, 2020

VILLAGE OF MOUNT PLEASANT

David DeGroot, Village President