

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
April 16, 2012
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. **Citizen Comments** (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
5. Administrator's Report
6. New Business
 - A. Consider Resolution #12-13 requesting the Governor of the State of Wisconsin to make every effort possible for Kenosha County to be placed in the air quality attainment zone and to locate a second air quality monitoring station.
 - B. Consider Service Agreement to perform a commercial market study in conjunction with the development of the proposed Park and Ride lot at the RecPlex.
 - C. Consider Professional Construction Engineering Services Agreement for the 77th Street – 109th Avenue Water Main Extension project.
 - D. Consider Operator License Application on file.
7. Village Board Comments
8. Adjournment

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

RESOLUTION #12-13

RESOLUTION REQUESTING THE GOVERNOR OF THE STATE OF WISCONSIN TO MAKE EVERY EFFORT POSSIBLE FOR KENOSHA COUNTY TO BE PLACED IN THE AIR QUALITY ATTAINMENT ZONE AND TO LOCATE A SECOND AIR QUALITY MONITORING STATION

WHEREAS, an air quality monitoring station has been located in the Chiwaukee Prairie for a number of years; and

WHEREAS, the Village of Pleasant Prairie and all of Kenosha County are included in the Chicago Standard Metropolitan Statistical Area (SMSA); and

WHEREAS, air quality results from 2009-2011 as measured in Chicago and the Chiwaukee Prairie station exceed permitted air quality; and

WHEREAS, there are only two measureable pollutants in Kenosha County which account for only a fraction of the total contamination in the air; and

WHEREAS, the majority of the Village and Kenosha County, other than the Chiwaukee Prairie, have been determined to have compliant air values, and

WHEREAS, it is the desire of the Village Board that Chicago be required to address their pollution problems that affect Pleasant Prairie and Kenosha County; and

WHEREAS, the placement of Pleasant Prairie and Kenosha County in a non-attainment category that we have no ability to control pollutants is unfair to the residents of the County; and

WHEREAS, the Village of Pleasant Prairie and Kenosha County are relying upon the Governor of the State of Wisconsin to protect Pleasant Prairie and Kenosha County's interests as these determinations are made.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin respectfully request that Governor Walker use all possible efforts to have Kenosha County be declared as a county in air quality attainment and that he assist the Village going forward in the future to correct the area discrepancies in air quality that are caused by the utilization of the Chiwaukee Prairie air monitoring station.

Passed and adopted this 16th day of April, 2012.

John P. Steinbrink, Village President

Attest:

Jane M. Romanowski, Village Clerk

Posted: _____



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff, Village Administrator

FROM: Mike Spence, Village Engineer

DATE: April 11, 2012

SUBJ: Services Agreement
Tracy Cross & Associates, Inc.
Commercial Study RecPlex Park and Ride

The Village has entered into discussions with Kenosha County and the DOT about locating a Park and Ride facility on Terwell Terrace adjacent to the RecPlex Parking lot. (See Attachment A) The benefits of this location include its proximity to STH 165 and its ease of access to I94. The proposed location is the vacant land directly across from the closest entrance off of Terwell Terrace to the RecPlex. Currently there are numerous commuters already using the Village's existing lots by the ball fields adjacent to Terwell Terrace.

In addition, the concept of combining this site with an economic development has been identified. The concept would include potentially a sub/sandwich food establishment, bank, cleaners or other commuter related facility(ies). The parking facility would also be a prime location for RecPlex events throughout the year.

In order to determine the market potential for retail development at this site, proposals were solicited from two firms to provide a commercial study. Tracy Cross and Associates, Inc. provided a proposal that met the stated objectives at a cost effective fee.

The study will determine the highest and best convenience retail opportunities for the area. The analysis will establish:

- Conclusions regarding the retail demand in the local trade area;
- Conclusions regarding retail expenditure trends in the Terwell Terrace trade area;
- Conclusions regarding the estimated share of potential retail sales that could be generated by retail development within the area;
- Provide recommendations regarding optimum locations for retail development within the property, prospective tenants, square footage, outline of features and/or amenities and forecast of absorption.



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® A

Tracy Cross & Associates, Inc. serves the real estate industry in the areas of market analysis, strategy development and marketing. The firm's primary goal is to identify market opportunities where they exist, and to define what the market *is* and what it *is not*, thereby guiding its clients each step of the way on a rational, workable path to success. They have extensive experience in working with municipalities.

The fee for these services is \$6,500.

I recommend the approval of this contract (Attachment B) with Tracy Cross & Associates, Inc. to complete this work.



Village of Pleasant Prairie

The proposed WI DOT Park and Ride Lot location is shown as a red star on the above map. The proposed Lot would be located less than 1.4 miles east of IH 94, just north of STH 165. Travel time from proposed Park and Ride Lot to IH 94 is about 3 minutes. The RecPlex is located across the street from the proposed Park and Ride Lot. The Park is well lighted and security cameras are provided in the Park.

2/4/11



TRACY CROSS & ASSOCIATES, INC.

April 4, 2012

Mr. Michael R. Spence, P.E., LEED
Village Engineer
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Re: Service Agreement No. 6010-F (Revised)

Dear Mr. Spence:

This letter will acknowledge the services to be rendered by Tracy Cross & Associates, Inc. (hereinafter referred to as "Cross") on behalf of the *Village of Pleasant Prairie* (hereinafter referred to as "Client"). To wit:

I. Services

Cross will provide selected research and consulting services to determine the market potential for retail development in Pleasant Prairie, Wisconsin. Specifically, Cross will determine the highest and best convenience retail opportunities in conjunction with development of a Park and Ride facility within landholdings situated between Terwall Terrace and the Canadian Pacific/Amtrak railway, north of State Highway 165. Overall, our analysis will establish the following:

- Conclusions regarding retail demand in the local trade area and the identification of categories/uses that would be suitable for development. These conclusions will give full consideration to the integration of the Park and Ride facility as well as the impetus of the nearby Pleasant Prairie RecPlex and Lakeview Business Park developments.
- Conclusions regarding retail expenditure trends in the Terwall Terrace Trade Area (to be defined) to determine if any excess purchasing power is being spent outside the trade area and in what specific shopper goods categories.
- Conclusions regarding the estimated share of potential retail sales that could be generated by retail development within the subject property, giving full consideration to the strength and weaknesses of its location, expected use of the Park and Ride facility, the impact of existing and planned competition, and projected household, income and employment growth throughout the trade area.
- Based upon tenancy patterns in the Terwall Terrace Trade Area, provide recommendations regarding optimum locations for retail development within the subject property, prospective tenants that could be attracted to the subject development, their square footage requirements, an outline of required unit features and/or amenities, along with a forecast of absorption under alternative rental formats.

II. Work Plan

The work plan for this assignment will involve a series of inter-related research investigations which will be conducted in phases as outlined below:

Project Start/Data Collection

- Conduct a "kick-off" meeting or teleconference with Client and Client's representatives to review assignment parameters, preliminary development concepts, zoning allowances and restrictions, factors related to design, wetlands mitigation, access, and other points of clarification.
- Conduct a thorough on-site investigation of the subject property and determine geographic boundaries of the trade area.
- Analyze employment, demographic and residential building construction data and condense regional analyses into an operating perspective of the Terwall Terrace Trade Area.
- Analyze localized employment data, including but not limited to employment within the RecPlex and Lakeview Business Park, localized WisDOT traffic count data, RecPlex usage patterns, socio-economic trends, including age, income and household derivation, as well as employment growth projections for the trade area, as well as the timing and potential influence of the future Amtrak commuter station within the subject property.
- Utilizing data from Retail Lease Trac and/or other demographic vendors calculate retail expenditure levels within the Terwall Terrace Trade Area by type of merchandise or store and identify gaps in sectors which are not adequately served.
- Determine the tenant mix served by retail centers within the trade area.
- Drawing upon Cross' *national* expertise in feasibility analysis, and consistent with analytical guidelines established by the Urban Land Institute in its "Dollars and Cents of Shopping Centers" and other publications, establish a demand forecast for retail development within the subject property.

III. Assignment Product and Timing

Services, to be completed within six (6) weeks of Client's execution of contract and receipt of contract deposit as outlined in Section IV, shall encompass field work, data collection and analysis and conclude with the submission of a *preliminary* memorandum outlining market assessments and underlying demand potentials, development recommendations and a forecast of associated absorption potentials, along with a teleconference with Village representatives to present our initial findings.

Within one (1) week of teleconference presentation, prepare and submit a formal executive memorandum, incorporating points of clarification and discussion resulting from the teleconference, and outlining conclusions and recommendations. ***This executive memorandum will provide all the tools necessary for the Village of Pleasant Prairie and its partners to make an "informed" business decision regarding the product/rental strategy/absorption potential and financial feasibility of the conceptualized retail development.***



IV. Fee Schedule

Client agrees to pay Cross as compensation for services rendered a fee of \$6,500 with a deposit of \$3,500 due at contract execution and the remaining \$3,000 to be paid upon submission of memorandum and receipt of invoice. Reimbursable expenses, including, but not limited to, mileage, maps, photographs, reproductions, and secondary data purchases will be billed separately at cost.

Timing and fee schedule noted are valid for 60 days from date of proposal.

V. Authority to Act/Payment of Fees and Expenses

The undersigned hereby acknowledges that he/she has authority to accept and enter into an agreement with Cross on behalf of the Client, and further promises and agrees to pay all invoices for fees, costs and expenses when due, including but not limited to all collection costs, attorney's fees and other related costs incurred in enforcing any of Cross' rights hereunder. **All payments are due within ten (10) days of receipt of invoice.**

VI. Entire Agreement/Choice of Forum

This letter constitutes the entire agreement between the parties without regard to any statements or representations made prior or subsequent to its execution. No changes, modifications or revisions can or will affect or alter the agreement unless the changes, modifications or revisions are in writing and signed by both parties. The agreement shall be governed by the laws of the State of Illinois, and any legal proceedings relating to the agreement shall take place in the Circuit Court of Cook County, Municipal or Law Division, Chicago, Illinois.

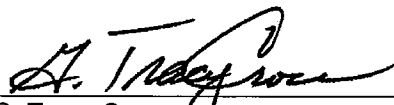
VII. Approval and Acceptance

If this agreement is acceptable to you, please sign the attached copy and return it **together with the contract deposit of \$3,500** as outlined in Paragraph IV above.

The undersigned hereby agrees with the provisions set forth above and authorizes Tracy Cross & Associates, Inc. to proceed.

TRACY CROSS & ASSOCIATES, INC.

CLIENT: VILLAGE OF PLEASANT PRAIRIE

By: 
G. Tracy Cross

By: _____

Date: April 4, 2012

Date: _____

GTC/he



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff, Village Administrator

CC: Jane Romanowski, Village Clerk

FROM: Mike Spence, Village Engineer

DATE: April 11, 2012

SUBJ: Professional Construction Related Services Agreement
77th Street/109th Avenue Water Main Extension

Attached for Village Board action is a Professional Construction Related Services Agreement for Crispell-Snyder for the 77th Street/109th Avenue Water Main Extension Project. This project will be bid on April 19. The project as bid includes the installation of an estimated 2,030 lineal feet of water main, valves, and fire hydrants.

The scope of the Contract includes the following:

- Construction Related Services including preconstruction conference, contract administration, progress meetings, periodic site visits to determine if the work is proceeding according to the Contract Documents. Review applications for payment and prepare construction as-built drawings.
- Construction Staking including establishment of survey control, establish monumentation, staking services and perform a post-construction as-built survey.
- Construction Inspection including the provision of a fulltime inspector during the installation of the underground facilities, prepare construction activity reports and measurement and record of installed quantities. Develop and maintain a punchlist and perform a final inspection.

The proposed fees are:

A. Construction Related Services	\$5,400 (Hourly Basis)
B. Construction Staking Services	\$4,600 (Hourly Basis)
C. Construction Inspection Services	\$9,500 (Hourly Basis)

This is an hourly contract and only the hours needed will be utilized. This will be monitored by the Engineering Department.

I recommend that this Contract be executed.

AGREEMENT FOR
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
FOR
77TH STREET / 109TH AVENUE WATER MAIN EXTENSION
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

THIS AGREEMENT, made and entered into by and between the Village of Pleasant Prairie, Kenosha County, Wisconsin, a municipal corporation, hereinafter referred to as the "Client" and Crispell-Snyder, Inc., of Lake Geneva, Wisconsin, a corporation, hereinafter referred to as "CSI".

WITNESSETH:

WHEREAS, the Client proposes to employ CSI to provide professional construction engineering services associated with the 77th Street / 109th Avenue Water Main Extension project, hereinafter referred to as the "Project", which is described in Article I, below; and

WHEREAS, it is the desire of the Client to employ CSI for the purpose of providing professional construction engineering services for the Project in accordance with the Standard Terms and Conditions of Service as attached.

NOW, THEREFORE, in consideration of the premises, covenants, agreements, and payments hereinafter mentioned, the Client and CSI hereby mutually agree as follows:

ARTICLE I - DESCRIPTION OF PROJECT

The Project shall consist of the construction of an estimated 2,030 lineal feet of water main, 12 each water main isolation valves, 5 each hydrant assemblies, and other incidental items necessary to complete the project as specified within the contract documents for Project No. R11-0007-105.

ARTICLE II – PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES TO BE PERFORMED BY CSI

Under this article, CSI agrees, in general, to perform professional consulting services required for construction engineering services, and more particularly agrees to provide as follows:

PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

A. CONSTRUCTION RELATED SERVICES

1. Provide construction related services following the award of contract by the Client and during the course of construction including but not limited to; conduct preconstruction conference, construction contract administration, general project coordination, facilitation of progress meetings, and periodic site visits to determine, in general, if work is proceeding in accordance with the contract documents.
2. Review the contractor's applications for payment and submit to the Client with recommendations for payment.
3. Revise plans upon completion of the project in accordance with construction records of the inspector and post construction as-built survey, and provide copies of revised plans to Client.

B. CONSTRUCTION STAKING

1. Perform construction staking services.
2. Perform post-construction as-built survey.

C. CONSTRUCTION INSPECTION

1. Provide fulltime inspection during the installation of underground utilities per any DNR requirements with measurement of installed quantities.
2. Observe testing of the water mains as specified.
3. Perform a final inspection of completed contract before a final application for payment is processed for the contractor.

ARTICLE III - COMPENSATION

The Client shall pay CSI for professional construction engineering services described in Article II as follows:

The estimated fee is:

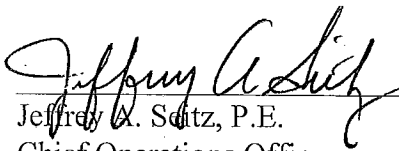
- A. Construction Related Services
(Items 1 - 3) \$ 5,400.00 (Hourly Basis)
- B. Construction Staking Services
(Items 1 - 2) \$ 4,600.00 (Hourly Basis)
- C. Construction Inspection Services
(Items 1 - 3) \$ 9,500.00 (Hourly Basis)

The Client shall pay CSI for professional construction services described in Article II on an hourly basis in accordance with CSI's hourly charge-out schedule in effect at the time services are provided. Reimbursable expenses such as mileage, equipment, printing, and subcontracted services will also be charged in accordance with CSI's charge-out schedule in effect at the time services are provided.

IN WITNESS WHEREOF, the parties herein have caused this agreement to be duly executed by their officers as of the date and year shown below.

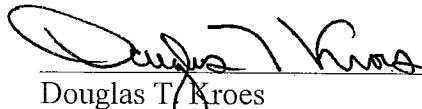
CRISPELL-SNYDER, INC.

VILLAGE OF PLEASANT PRAIRIE

 3.26.12

Jeffrey A. Scitz, P.E. Date
Chief Operations Officer

John P. Steinbrink Date
Village President

 3-26-12

Douglas T. Kroes Date
Senior Construction Manager

Jane M. Romanowski Date
Village Clerk

Attachments: Standard Terms and Conditions of Service.

Crispell – Snyder Inc. (CSI)
Standard Terms and Conditions of Service

These Standard Terms and Conditions of Service, including any Supplemental Terms and Conditions of Service which are or may become applicable to the services outlined in CSI's Agreement, are incorporated by reference into the foregoing Agreement, and shall also be incorporated by reference into any amendment to such Agreement under which CSI shall perform professional services for the Client.

1. **STANDARD OF CARE.** CSI represents it will perform its services in conformance with the standard of professional practice ordinarily exercised by the applicable profession under similar conditions at the same time and within the same locality where services are performed. CSI does not make any other warranty or guaranty, of any kind, expressed or implied by performing professional consulting services or the furnishing of oral and/or written opinions.
2. **BILLINGS AND PAYMENTS.** CSI will bill Client monthly based on the fee terms as outlined in the Agreement. The Client shall pay the invoice amount within thirty (30) calendar days of the invoice date. CSI reserves the right to charge a finance charge of 1 percent per month, 12 percent annually, on any amounts not paid within thirty days of the invoice date. If there is any objection to an invoice, or any portion thereof, the Client shall provide written notice of such objection within thirty (30) calendar days of the invoice date. Failure to provide written notice of such objection shall constitute a waiver of any such objection and acceptance of the invoice as submitted. The Client further agrees to pay CSI any and all expenses incurred in recovering any delinquent amounts due.
3. **SCOPE OF WORK.** The scope of work and associated fees constitute the best estimate of fees and tasks required to perform the services as defined in the Agreement. In the event additional services beyond the scope of services indicated in the Agreement are required of CSI as a result of investigations carried out under this Agreement, changes in regulatory agency requirements or upon the direction of the regulatory agencies or Client, CSI reserves the right to renegotiate the Agreement. At CSI's sole discretion, the additional services may or may not be undertaken until approved by the Client by written amendment to the Agreement.
4. **DELAYS.** If events beyond control of CSI, including but not limited to, fire, flood, explosion, riot, strike, war, act of God or the public enemy, or an act or regulation of any public agency, result in delay to any schedule established in the Agreement, such schedule shall be amended to compensate for such delay. If in the event such delay exceeds sixty (60) calendar days, CSI shall be entitled to an equitable adjustment in compensation.
5. **TERMINATION.** Either party may terminate this Agreement upon issuing written notice to the other party. In the event the Client terminates the Agreement, the Client agrees to pay for all services rendered prior to termination, plus any expenses incurred for termination.
6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by CSI is supplied for the general guidance of the Client only. Since CSI has no control over competitive bidding or market conditions, CSI makes no warranty, expressed or implied, regarding the accuracy of such opinions as compared to contract bids or actual costs to clients.
7. **RELATIONSHIP WITH CONTRACTORS.** If this Agreement provides for any construction related services, CSI shall serve as Client's professional consultant for those services identified in the Agreement. CSI may make recommendations to Client concerning actions relating to Client's contractors, but CSI specifically disclaims any authority or responsibility to direct or supervise the means, methods, techniques, sequences, procedures of construction or safety measures utilized by the Client's contractors.
8. **INSURANCE.** CSI will maintain insurance coverage for professional, comprehensive general, automobile, worker's compensation, and employer's liability in amounts in accordance with law and CSI's business requirements. Certificates evidencing such coverage will be provided to the Client upon request. For projects involving construction related services, Client agrees to require its contractor(s) of every tier to include CSI as an additional insured on its policies relating to the project on a primary and non-contributing basis. CSI's coverage for comprehensive general liability and automobile, in such case, shall be excess over the contractor's primary coverage.
9. **INDEMNIFICATIONS.** Client and CSI each agree to indemnify and hold the other harmless, and their respective officers, directors and employees, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions, or failure to adhere to the standard of care described above. In the event claims, losses damages or expenses are caused by the joint or concurrent negligence of Client and CSI, they shall be borne by each party in proportion to its negligence.

10. **LIMITATIONS ON LIABILITY.** No employee or agent of CSI shall have individual liability to Client. Client agrees that to the fullest extent permitted by law, CSI's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any causes including, but not limited to, CSI's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by CSI under this Agreement. If Client desires a limit of liability greater than provided above, Client and CSI shall include as part of the Agreement the amount of such limit and the additional compensation to be paid to CSI for assumption of such additional risk.
11. **HAZARDOUS MATERIAL.** It is acknowledged by Client that CSI's scope of services does not include any services related to the presence at the project site of asbestos, PCBs, petroleum, hazardous waste, toxic waste, radioactive materials, or any substance which may cause a danger to persons or property. Client further acknowledges that CSI is performing professional services for Client and CSI is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
12. **ACCESS.** Client shall provide safe and legal access to any premises necessary for CSI to provide services identified in the Agreement.
13. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer files, notes or other data prepared or furnished by CSI pursuant to this Agreement are instruments of CSI's professional service, and CSI shall retain all ownership and interest therein, including all copyrights. CSI grants Client a license to use instruments of CSI's professional service for the purpose of constructing, occupying or maintaining the project. Reuse of or modifications to any such documents by Client, without CSI's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CSI harmless from all claims, damages, expenses, including reasonable attorneys' fees, arising out of such reuse by Client or by others acting through Client.
14. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can only be amended by a written instrument signed by both parties.
15. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operations of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
16. **DISPUTE RESOLUTION.** Parties shall attempt to settle any disputes arising out of this Agreement by discussions between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediations or any other method of alternative dispute resolution prior to filing any legal proceedings
17. **CHOICE OF LAW.** This Agreement shall be governed by the law of the State of Wisconsin.
18. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims of indemnification, the time period for bringing claims under this Agreement shall expire one year after fulfillment of services outlined in the Agreement or one year after termination of the Agreement.
19. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
20. **NO THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.
21. **SEVERABILITY.** The various terms, conditions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not effect or impair the validity of enforceability of the remainder.
22. **SHOP DRAWING REVIEW.** In the event that services performed under this Agreement include the review of and comment on shop drawings or other data which Client's contractor(s) are required to submit, CSI's review and comment will be only for conformance with the design concept of the project, and for compliance with information required by the project plans and specifications, and shall not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incidental thereto.
23. **SURVIVAL.** All obligations arising out of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and the termination of this Agreement.
24. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

77th Street / 109th Avenue Water Main Extension

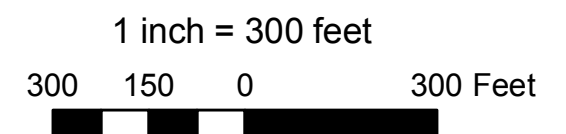
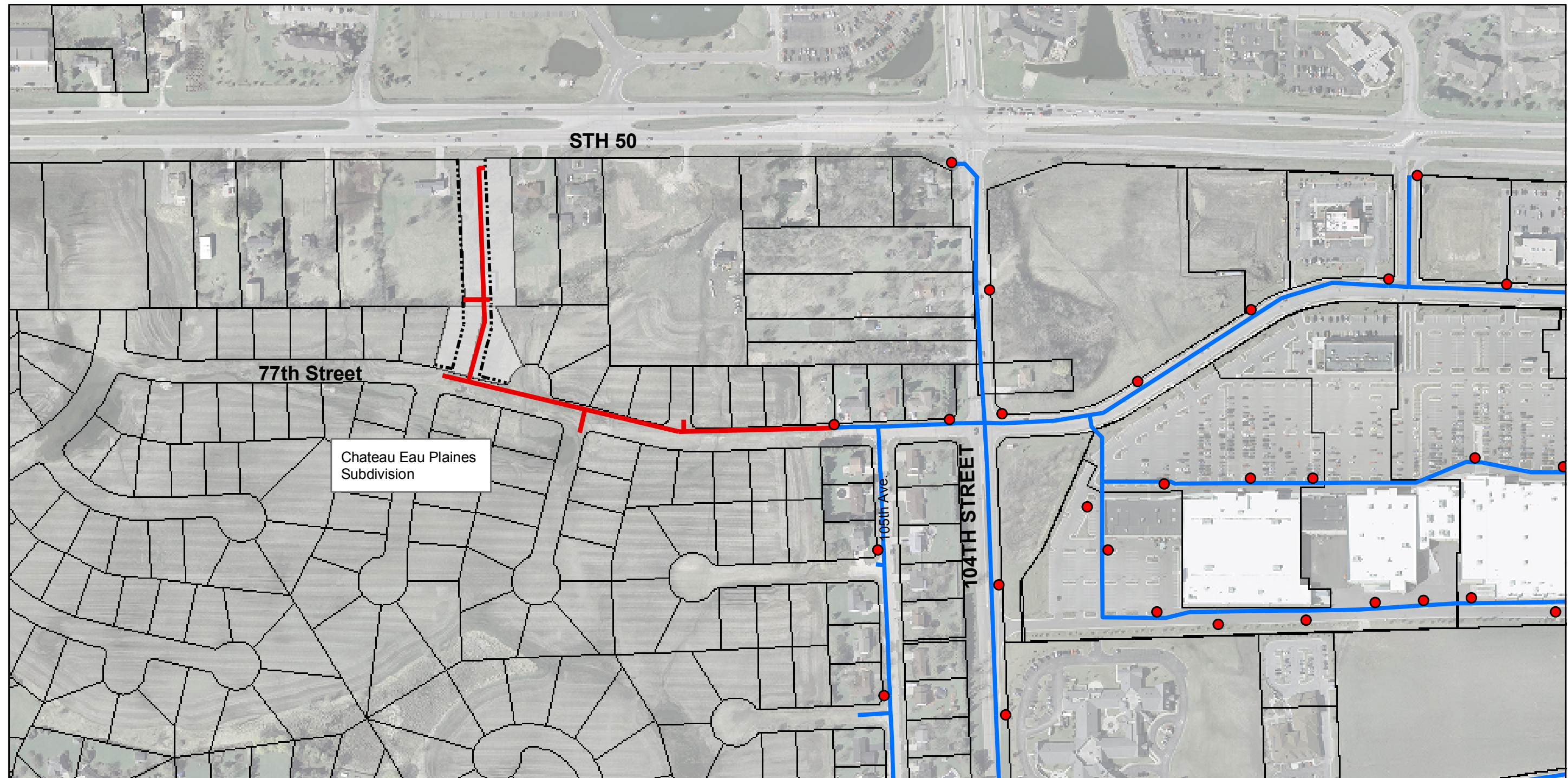
Village of Pleasant Prairie

Kenosha County, WI



Existing Water Main

Water Main Extension



**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS**

Period Ending: April 10, 2012

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do hereby certify the following persons have applied for bartender licenses and **each applicant is in compliance with the guidelines set forth in Chapter 194 of the Municipal Code**. I recommend approval of the applications for each person as follows:

NAME OF APPLICANT

LICENSE TERM

1. Jaimie N. Earl

thru June 30, 2014

Jane M. Romanowski
Village Clerk